



# TOWN OF JACKSON PLANNING & BUILDING DEPARTMENT

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- ☐ Title Company
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### Special Districts

- ☒ START
- ☒ Jackson Hole Fire/EMS
- ☐ Irrigation Company

<p>Date: March 20, 2020</p> <hr/> <p>Item #: P20-045 &amp; 046</p> <hr/> <p>Planner: Paul Anthony</p> <p>Phone: 733-0440 ext. 1303</p> <p>Fax: 734-3563</p> <p>Email: <a href="mailto:panthony@jacksonwy.gov">panthony@jacksonwy.gov</a></p> <hr/> <p><b>Owner:</b> Powderhorn Housing, LLC PO Box 290 Teton Village, WY 83025</p> <p><b>Applicant:</b> Collins Planning Associates PO Box 7447 Jackson, WY 83002</p>	<p style="text-align: center;"><b>REQUESTS:</b></p> <p>The applicant is submitting a request for a Development Plan and PUD amendment for the property located at 625 Powderhorn Ln, legally known as, LOT 4, POWDERHORN HOUSING.</p> <p>For questions, please call Paul Anthony at 307-733-0440, x1303 or email to the address shown to the left. Thank you.</p>
<p><b>Please respond by:   April 3, 2020 (Sufficiency)</b>  <b>April 10, 2020 (with Comments)</b></p>	

**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: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Lot, Subdivision: \_\_\_\_\_ PIDN: \_\_\_\_\_

**PROPERTY OWNER.**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ ZIP: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**APPLICANT/AGENT.**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ ZIP: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**DESIGNATED PRIMARY CONTACT.**

\_\_\_\_\_ Property Owner \_\_\_\_\_ Applicant/Agent

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

**Use Permit**

\_\_\_\_\_ Basic Use  
\_\_\_\_\_ Conditional Use  
\_\_\_\_\_ Special Use

**Relief from the LDRs**

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

**Physical Development**

\_\_\_\_\_ Sketch Plan  
\_\_\_\_\_ Development Plan  
\_\_\_\_\_ Design Review

**Subdivision/Development Option**

\_\_\_\_\_ Subdivision Plat  
\_\_\_\_\_ Boundary Adjustment (replat)  
\_\_\_\_\_ Boundary Adjustment (no plat)  
\_\_\_\_\_ Development Option Plan

**Interpretations**

\_\_\_\_\_ Formal Interpretation  
\_\_\_\_\_ Zoning Compliance Verification

**Amendments to the LDRs**

\_\_\_\_\_ LDR Text Amendment  
\_\_\_\_\_ Map Amendment

**Miscellaneous**

\_\_\_\_\_ Other: \_\_\_\_\_  
\_\_\_\_\_ Environmental Analysis

**PRE-SUBMITTAL STEPS.** To see if pre-submittal steps apply to you, go to [www.townofjackson.com/200/Planning](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 #: \_\_\_\_\_ 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.

\_\_\_\_\_  
Signature of Property Owner or Authorized Applicant/Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Title

LETTER OF AUTHORIZATION

Powderhorn Housing / Jerry Blinn "Owner" whose address is: POB 290 Teton Village WY 83025  
(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

, as the owner of property  
more specifically legally described as: lots 4-7 Powderhorn Housing

(If too lengthy, attach description)

HEREBY AUTHORIZES Collins Planning Associates 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) (SIGNATURE OF CO-OWNER)

Title: President

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

STATE OF Wyoming

)  
)SS.  
)

COUNTY OF Teton

The foregoing instrument was acknowledged before me by Jerry Blinn this 5<sup>th</sup> day of March, 2008.

WITNESS my hand and official seal.

[Signature]  
(Notary Public)  
My commission expires: 02/10/2021

(Seal)



**JACKSON HOLE MOUNTAIN RESORT  
POWDERHORN EMPLOYEE HOUSING**

**PUD AMENDMENT for CHANGE of USE  
and  
PHASE TWO FINAL PLAN**

*Prepared by:*

*Hoyt Architects  
Hershberger Design  
Collins Planning Associates  
Nelson Engineering and Surveying*

**March 4, 2020**

**JACKSON HOLE MOUNTAIN RESORT  
POWDERHORN EMPLOYEE HOUSING**

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and  
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## 1.0 PROJECT DESCRIPTION AND HISTORY

### Description of Application

The Jackson Hole Mountain Resort proposes a two part application for the Powderhorn Employee Housing development. This application proposes

1. converting six 4 BDRM dorm units to six 1 BDRM and six 2 BDRM apartments; and,
2. a Final Plan for phase 2 that is consistent with the previously approved Sketch Plan.

The previously approved plans contained all 4 BDRM units in both phases 1 and 2 that were designed for seasonal employees. JHMR now wishes to provide some housing for mid-level management personnel. Therefore, the applicant proposes changing a limited number of dorm style units to 12 apartment style units. This change reduces the number of bedrooms by six and increases the number of units by six. The six 4 BDRM units would contain 24 BDRM; the apartments will contain 18 BDRM.  $[(6 \times 4 = 24) \text{ versus } (6 \times 1) + (6 \times 2) = 18]$  The six dorm units will become 12 apartments. All of the 1 BDRM and 2 BDRM units will be on the ground levels of the three buildings.

This application also proposes the Final Plan for phase 2, including 42 foot, 8  $\frac{3}{4}$  inch tall buildings (measured at the highest point) with four levels as allowed by a 2015 LDR amendment. (The 2015 amendment actually allows 48 foot tall buildings.)

### Location and Zoning of Property

The development is west of the U.S. Post Office and behind the building that formerly housed Kmart. The property was Lot 23 in the Webster Laplant Homestead 5<sup>th</sup> Addition but in 2016 it was further subdivided into seven lots (six building lots, one common lot) that make up the Powderhorn Housing Subdivision. This application involves three of the building lots and the common lot (lots 4 – 7) located at 625, 645 and 675 Powderhorn Lane. The property was zoned Urban Residential when the Powderhorn Planned Unit Development was approved but it now is zoned PUD – NH 1.

### Status of Property

The Mayor and Town Council, on June 17, 2013, granted several approvals for this property that continue to be active. These decisions

1. approved a Conditional Use Permit for Institutional Residential,
2. amended the previously approved plan for Webster Laplant to show three buildings in phase 1 and two buildings in phase 2,
3. approved a two - phase Planned Unit Development, and
4. approved a Final Development Plan for phase 1.

After the 2013 approvals, the three phase 1 buildings were constructed and they now are occupied by employees. The details for phase 2 were not determined at the time of the 2013 approvals, and therefore the phase 2 Sketch Plan described ranges for the number of housing units, amount of floor area, and number of levels in the future buildings.

In the Summer, 2015, the Mayor and Town Council approved an LDR text amendment that allowed 48 foot tall buildings in UR – PUD, which included this Powderhorn development,

provided certain criteria are met. The Powderhorn Employee Housing Development satisfies these criteria, which are discussed below.

On September 6, 2016, the Mayor and Town Council approved

1. an amendment to the phase 2 Sketch Plan that reconfigured the building footprints and converted two larger buildings into three smaller buildings, and
2. created a townhouse subdivision plat for the total PUD.

In August 2018, the Mayor and Town Council approved an amendment to the Powderhorn PUD to allow 48 foot tall buildings consistent with the 2015 text amendment.

#### Sketch Plan Conditions of Approval

The Sketch Plan for phase 2 was previously approved with the four conditions below. Each condition was accomplished or will be accomplished with this Final Plan. The numbered statements below are the phase 2 conditions followed by the italicized applicant responses.

1. The applicant within 60 days of the approval of the application shall comply with the requirements of Paragraph L/Certificate of Standards in Section 2170 of the Land Development Regulations.

*This condition was accomplished.*

2. The applicant as part of the phase 2 Final Development Plan shall consider additional benches and shade trees around the central open space area.

*This application incorporates this condition.*

3. The amount of parking provided will be reviewed for the entire development during the Final Development Plan for future phases or sooner if deemed necessary by the Town and the applicant will be required to secure additional on and/or offsite parking if deemed necessary at that time. The additional amount of parking to be added onsite shall not be limited to the maximum of 90 spaces indicated in the Sketch Plan if deemed necessary. Shared parking agreements with neighboring property owners may be an option to be considered.

*JHMR monitored the actual use of the parking lot since the occupancy of phase 1 and no parking issues have occurred. The number of parking spaces has been sufficient and the multi-modal transportation plan for phase 1 has worked.*

4. The applicant shall be required to provide additional landscape or fencing screening along the northern property boundary during the review of the Final Development Plan for phase 2 to adequately screen these parking areas from adjacent properties.

*This application incorporates this condition.*

## **2.0 SITE PLANNING**

See the site plans in the Appendix to this application. This phase 2 Final Plan matches the previously approved Sketch Plan and its main features are described below.

- The Final Plan retains the organizing feature of the development which is a large common open space in the center of the property. Both phase 1 and phase 2 buildings have patios or balconies that open onto this open space.
- The taller four story buildings are internal to the property and do not front a street.
- Four level buildings require an elevator and one is proposed in this application. The three buildings will be connected by open-air walkways to provide elevator access to each building.
- The currently approved plan for Powderhorn shows 72 parking spaces with land area reserved for an expansion to 90 spaces if they are needed. This plan expands the parking lot to 87 spaces for the total development.
- The buildings are 11 feet from the rear property line to accommodate existing trees on the neighboring lot that overlap the boundary line onto the Powderhorn property.

### 3.0 LAND DEVELOPMENT PROGRAM

The tables below present the development program for the existing phase 1 and the proposed phase 2.

NUMBER of UNITS and BEDROOMS				
	Four Bedroom Units	Two Bedroom Units	One Bedroom Units	Total Number Bedrooms
Phase 1 Existing	24	0	0	96
Phase 2 Proposed	18	6	6	90
Totals	42	6	6	186

DIMENSIONAL LIMITATIONS			
<b>Gross Site Area</b>	2.316 acres		
<b>LDR Standard</b>	<b>Allowed/Required Total PUD</b>	<b>Phase 1 Existing</b>	<b>Phase 2 Proposed</b>
Floor Area	65,690 sq. ft.	34,338	30,884
Landscape Surface	30,320 sq. ft.	38,023 total PUD	38,295 total PUD
Lot Coverage	50,530 sq. ft.	14,915	No longer applicable
Building Height	48 ft.	29' 8"	42' 8 <sup>3</sup> / <sub>4</sub> "
Street Setback	PUD standards allow flexibility	15	n/a
Side/Rear Setback	PUD standards allow flexibility	10	11
Parking	PUD standards allow case by case determination	2 per 4 BDRM unit	1.76 per 4 BDRM unit 1 per 2 BDRM unit 1 per 1 BDRM unit

## Parking

Phase 1 was approved with one parking space per 2 BDRM based on the profile of the future residents, and the proximity to transit and services used in daily routines. A letter co-signed by the Town planning director and the then JHMR president outlined a plan for monitoring parking lot use and provided the Town the opportunity to require a solution if parking demand exceeded parking supply. This application maintains this letter for phase 2 and the letter is included as an Appendix to this application.

Multiple times each winter and summer season, JHMR counted the number of cars in the parking lot. The table below lists the average number of cars in the lot during each season since phase 1 of Powderhorn was occupied.

The data show a higher number of cars during the winters of 2017-2018 and 2018-2019. For these two winter seasons, JHMR was unable to hire as many international employees as they usually hire and therefore relied more on local employees. The local employees had more cars than the typical international employees. Nonetheless, the parking lot contained a sufficient number of spaces for the worst case scenarios that occurred during these two winters. JHMR now is back to a more normal hiring routine with the typical number of international employees.

Actual Parking Demand by Season – Phase One					
Avg. # Cars	Available Spaces	Actual Demand BDRM / Car	Avg. # Cars	Available Spaces	Actual Demand BDRM / Car
Winter 14-15			Summer 15		
32	50	3.00	19	50	5.05
Winter 15-16			Summer 16		
29	50	3.31	25	50	3.84
Winter 16-17			Summer 17		
30	50	3.20	38	50	2.52
Winter 17-18			Summer 18		
41	50	2.34	n/a	50	n/a
Winter 18-19			Summer 19		
42	50	2.28	36	50	2.66
Winter 19-20			Summer 20		
TBD	50	TBD			
Phase one approved with 2 BDRM per 1 parking space.					

<b>Parking for Phase 1, Phase 2 and Total Development</b>		
<b>Parking Demand – Existing Phase 1</b>		
	Actual Use Worst Case Scenario	Actual Demand Worst Case Scenario
Phase 1 – 96 Bedrooms	2.28 BDRM per car	42.10 (96 / 2.28)
<b>Proposed Parking – Phase 2</b>		
72 BDRM in dorms – proposed	2.28 BDRM per space	31.75 (72 / 2.28)
12 1 & 2 BDRM units – proposed	1 space per unit	12
<b>Proposed Parking – Total Development</b>		
Parking Demand – Total for Phases 1 and 2		85.85 = 86 (42.10 + 31.75 + 12)
Parking Provided – Total Development		87 (2.13 BDRM / space)

### Bicycle Parking

Phase 2 will contain the following bike parking spaces.

1 and 2 BDRM units.

- 1 bike storage space under roof per bedroom on the same level as the bedroom it serves.
  - Two 1 BDRM and two 2 BDRM units per ground floor level; 6 total BDRM per ground floor level; 6 bike storage spaces per ground floor level.

For upper building levels (2 – 4) that contain two 4 BDRM dorm style units per building level, bike parking will be provided as follows.

- .75 bike storage space under roof per bedroom on the same level as the bedroom it serves.
  - Two 4 BDRM units per level; 8 total BDRM per floor; 6 under roof bike storage spaces per floor.
- 18 additional exterior/uncovered guest bike parking spaces in inverted U style racks.

Total for all three buildings.

- 72 under roof weather protected bike storage spaces on the same level as the bedrooms they serve.
- 18 additional exterior/uncovered bike parking spaces in inverted U style racks.
- 90 total bike parking spaces for 90 bedrooms in 30 units.

Phase 1 contains more than one bike parking space per bedroom counting the combination of spaces under roof and the exterior spaces. The on-site manager observed the usage of the phase

1 spaces and concluded that the exterior spaces are seldom used and the spaces under roof are only partially used. The proposed number of bike storage spaces in phase 2 exceeds the observed level of usage of the phase 1 bike spaces.

## 4.0 SELECT LDR STANDARDS

### Criteria for 48 Foot Height

The 2015 LDR amendment allowed a building height of 48 feet provided the development complies with the six criteria listed below. This application does not propose the fully allowed height, but rather 42 foot, 8 ¾ inch tall buildings. Because the buildings will be taller than 35 feet, however, the criteria still apply. The numbered statements below are the criteria followed by the applicant's italicized responses.

1. The building must be in a PUD with UR zoning district.  
*Powderhorn Employee Housing was approved as a PUD on June 17, 2013, and the underlying zoning at that time was UR.*
2. The structure is totally devoted to workforce or employee housing.  
*The 2013 applications document JHMR's plan to use all of the Powderhorn units as employee housing. Consistent with this plan a CUP was issued for Institutional Residential. This application converts six dorm units to 12 conventional apartments, thereby removing them from the Institutional Residential category, but these apartments also will be used exclusively as employee housing. All of the phase 2 units will be deed restricted like the existing units in phase 1.*
3. The site is at least 2 acres to provide opportunity for sufficient setback from, and building height step down to small scale development.  
*The Powderhorn Employee Housing site is 2.316 acres.*
4. The site is served by transit.  
*A transit stop is 150 yards from the development as measured along the sidewalk that borders the streets, however the residents walk along a more direct route.*
5. The site is within 1/4-mile walking distance from numerous commercial services routinely needed by residents.  
*Within one-quarter mile, considered the ten minute walking distance for most people, are eight restaurants, a barber shop, the post office, discount retailers, two banks, two doctor's offices, two dental clinics, a town park and a grocery store.*
6. The additional building height does not increase the floor area allowance or decrease the required open space.  
*The additional building height did not increase the floor area allowance or decrease the required open space that were required by the LDR when the PUD was approved.*

### Compatibility of the Northern Building Height with the Neighboring Property

1. After the LDR were amended in 2015 to allow 48 foot tall buildings, the overall town wide LDR were amended. A prominent part of this LDR overhaul increased building heights for much of the Town. The Town LDR now permit 46 foot tall buildings on the neighboring lot. The only criterion for 46 foot height is that the roof pitch be 5:12 or steeper. A flatter roof pitch permits a 42 foot tall building. This Powderhorn application proposes 42 foot, 8 ¾ inch tall buildings (measured at the highest point) in phase 2.
2. Regardless of any plans the neighbor may have, or not have, to redevelop his property, the newly allowed building heights of 42 and 46 feet demonstrate the vision and plan for the adjoining property. The Comprehensive Plan, and the LDR that implement it, desire and allow the same building height on the surrounding properties as is proposed for the Powderhorn development.
3. The 2016 amendment to the phase 2 Sketch Plan rotated the buildings and shifted them further west toward the property that used to house Kmart. This new arrangement widened the open space corridor across the Powderhorn development as seen from the existing building on the neighboring lot. The neighboring building is aligned with and overlooks the common open space lot in the Powderhorn development.
4. A landscape screen will be installed between the northern building and the northern property line, and also between the parking lot and the northern property line. This landscape plan was discussed with the northern neighbor and will be designed to provide screening of the development without blocking the neighbor's view across the common open space lot.

### Workforce Housing

The 4 BDRM dorm style units are exempt for workforce housing requirements. The 12 apartment style units ordinarily would be subjected to workforce housing requirements as detailed below, except they will be deed restricted for workforce housing.

Four 1 BDRM units at 546 square feet and two 1 BDRM units at 570 square feet.

Four 2 BDRM units at 715 square feet and two 2 BDRM units at 736 square feet.

The workforce housing requirement for the 12 units ordinarily would be 0.240 workforce housing unit. However all units in phase 2, except for the fourth floor units, will be restricted as workforce housing for the purposes of banking them for credit against future housing requirements, per the Powderhorn approval.

Also, an amount of building floor area equal to the fourth level in each building will be deed restricted as workforce housing as a condition of the fourth building level. The units deed restricted for this purpose will not be banked for future credit as described in the previous paragraph. These units are not eligible for banking for future credit.

And finally, a set of Housing Operating Principles was approved as part of the previous applications. These Principles remain in effect and are a part of the phase 2 plan. The Principles

outline how the Powderhorn units will be used to satisfy future workforce housing requirements and a copy of them is in an Appendix to this application.

#### Grading, Stormwater Management, Utilities

The Appendix contains plans for grading, storm water management and utilities. Also, in the appendix are an engineering report and calculations that demonstrate available capacity to accommodate phase 2.

#### Use Standards

Phase 2 consists of dormitories and apartments. Consistent with the standards for these two land uses, each dorm unit and apartment will contain only one kitchen, will not be rented for less than 31 days and will not be subdivided into a separate unit of ownership.

#### Landscaping

During the 2013 PUD approval, the number of plant units required for the total development was determined to be 46. This number differs from the requirement normally applied to residential development because the actual approved land use was Institutional Residential. Converting six dorm style units to 12 apartments modifies this calculation slightly, however this application proposes maintaining the required number of 46 based on the following points.

- Powderhorn is a PUD which allows flexibility in the dimensional requirements.
- Several large existing trees on the neighboring property spillover onto the Powderhorn property, consuming area that otherwise could be landscaped and serving as existing vegetation.
- The purposes of a landscape plan are achieved, namely screening the development from the northern neighbor, softening the building mass and creating a visually pleasing development.
- Landscaping is proposed for all available areas in phase two without compromising the large common open area in the center of the development, which residents wish to remain open for soccer and other activities.

#### Lighting

The phase 2 parking lot expansion will use the same style light as exists in phase 1. See a photo of this lighting fixture in the Appendix.

#### Natural Hazards

There are no natural hazards on the site.

#### Operational Standards

Phase 2 will be occupied and used as phase 1 has been and there has been no violation of the operational standards or nuisances during the five years of phase 1 occupancy.

## 5.0 FINDINGS FOR APPROVAL

### Findings for Planned Unit Development

Changing the use of six dorm style units to 12 apartments is a PUD amendment and requires compliance with the following findings. The numbered statements are from the Town LDR followed by the applicant's italicized responses.

1. Improve the implementation of the desired future character of the area identified in the Jackson/Teton County Comprehensive Plan.

*The Powderhorn development is located in District 4, subarea 4.3, a Transitional area. The 2012 Comprehensive Plan calls out many detailed objectives for this subarea, including the following that are directly achieved by the Powderhorn development:*

- Increased residential population.
  - *Proposed phase 2 adds 90 bedrooms, accommodating about 90 resident employees, bringing the total for Powderhorn to 186 bedrooms.*
- Walkable mixed use district.
  - *Site plan contains a network of internal sidewalks and fronts on an existing walk in Powderhorn Lane. Sidewalks are prevalent throughout the neighborhood and provide easy access to many commercial services. Within one-quarter mile of Powderhorn are eight restaurants, a barber shop, the post office, two banks, two doctor's offices, two dental clinics, a grocery store, discount retailers, a town park and the pathway network.*
- Variety of housing types focused on workforce housing.
  - *Proposal will be 100% workforce housing with 18 dormitory style units, an atypical housing type in the Town, and 12 apartments with combination of one or two bedroom units.*
- Specifically including deed restricted units.
  - *The units will be deed restricted to help the JHMR and other commercial businesses satisfy employee housing requirements. An amount of building floor area equal to the fourth level of each building will be deed restricted to workforce housing.*
- 2 and 3 story buildings oriented to the street.
  - *Existing phase 1 fronts the street and consists of 3 buildings that are a combination of 2-story and 3-story components. The 2-story component is nearer the street.*
  - *3 buildings along rear lot line, adjoining the rear of Kmart are proposed as 4 stories above grade and 42 feet, 8 ¾ inches in height and do not front a street.*
- Parking areas predominantly behind buildings or screened from the street.
  - *No new parking spaces front the street in phase 2; all new parking is interior to the site and screened from the street by buildings or landscaping.*
- Consider natural resources and wildlife movement that are in or adjacent to the District.
  - *The site is an infill development surrounded on all sides by buildings and parking lots and does not contain or adjoin any natural resources.*
- Improved alternative transportation and connectivity.

- *The resident population will rely significantly on transit and several sidewalks connect the site internally and to the Town network of sidewalks. A START transit stop is 150 yards from the development as measured along the sidewalk.*
  - In addition to the character district goals, the Plan establishes the goal to house 65% of the community's workforce.
    - *This proposal will house about 90 employees, bringing the total development to 186 employees.*
  - The Plan also promotes multi-modal transportation, including bike travel.
 

*Phase 2 continues the design and management approaches that exist in the first phase. Namely, this proposal contains a number of parking spaces that is less than the standard requirements, is located in close proximity to START transit stop, near essentially all services required in daily routines, contains more than one bike parking space per bedroom, and connects to the Town sidewalk network.*
2. Comply with the requirements of the underlying base zoning to the maximum extent practicable.
 

*The underlying zoning district of Urban Residential, that existed with the Powderhorn development was approved, no longer exists. At the time Powderhorn was approved it complied with the UR zoning.*
  3. Complies with the standards of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable.
 

*Not applicable.*
  4. Not adversely impact public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.
 

*The resident population in phase 1 did not contribute to the demand on schools and the intended population in phase 2 will not either. The common courtyard will provide on-site space for recreational activities. The technical review performed by the Town staff demonstrated that all utilities and services can accommodate the development.*

## Findings for LDR Text Amendment

The LDR appear to require compliance with the findings for an LDR text amendment. The six numbered findings below are from the LDR followed by the applicant's italicized responses.

1. Is consistent with the purposes and organization of the LDRs.
 

*The stated purpose of the LDR is to implement the Jackson/Teton County Comprehensive Plan and promote the health, safety and general welfare of inhabitants. This proposed phase 2 completes a workforce housing development that implements the Plan in an exemplary manner. See the applicant's response to #1 under the Findings for a PUD. Phase 1 of this development has been occupied for about five years without any concerns about the health and safety of its residents. Phase 2 will continue this record. Finally, no text amendment is proposed that alters or conflicts with the organization of the LDR.*

2. Improves the consistency of the LDRs with other provisions of the LDRs.  
*How this finding applies to the application is confusing; the phase 2 plan does not propose an LDR amendment.*
3. Provides flexibility for landowners within standards that clearly define desired character.  
*The PUD process provided flexibility in the standards for parking and setbacks, and phase 2 takes advantage of this flexibility. However, no text amendment is proposed that would provide any further flexibility.*
4. Is necessary to address changing conditions, public necessity, and/or federal regulations.  
*Phase 2 provides workforce housing to address an ever worsening housing need.*
5. Improves implementation of the Comprehensive Plan.  
*See the applicant's response to #1 under the Findings for a PUD.*
6. Is consistent with other adopted Town Ordinances.  
*There is no known inconsistency between the proposed plan for phase 2 and other town ordinances.*

### **Findings for Zoning Map Amendment**

The LDR also appear to require compliance with the findings for a zoning map amendment. The six numbered findings below are from the LDR followed by the applicant's italicized responses.

1. Is consistent with the purposes and organization of the LDRs.  
*See #1 above under the Findings for an LDR text amendment.*
2. Improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan.  
*See the applicant's response to #1 under the Findings for a PUD.*
3. Is necessary to address changing conditions or a public necessity.  
*Phase 2 provides workforce housing to address an ever worsening housing need.*
4. Is consistent with the other adopted Town Ordinances.  
*There is no known inconsistency between the proposed phase 2 and other town ordinances.*

### **Findings for Final Plan Approval**

Compliance with the following Final Plan findings is required for the phase 2 plan. The numbered statements are the findings from the LDR followed by the applicant's italicized responses.

1. Is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.  
*See above discussion in #1 under the Findings for a PUD.*

2. Achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable.

*Not Applicable.*

3. Does not have significant impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, and EMS facilities.

*The resident population in phase 1 did not contribute to the demand on schools and the intended population in phase 2 will not either. The common courtyard will provide on-site space for recreational activities. The technical review performed by the Town staff demonstrated that all utilities and services can accommodate the development.*

4. Complies with the Town of Jackson Design Guidelines, if applicable.

*Plans for phase 2 will be submitted to the Design Review Committee for review.*

5. Complies with all relevant standards of these LDRs and other Town Ordinances.

*The proposal complies with all applicable regulations and ordinances.*

6. Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.

*The currently constructed Phase 1 is in full compliance with all prior permits and approvals.*

## Appendix A

### Application Letter of Authorization

LETTER OF AUTHORIZATION

Powderhorn Housing / Jerry Blinn "Owner" whose address is: POB 290 Teton Village WY 83025  
(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

, as the owner of property  
more specifically legally described as: lots 4-7 Powderhorn Housing

(If too lengthy, attach description)

HEREBY AUTHORIZES Collins Planning Associates 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) (SIGNATURE OF CO-OWNER)

Title: President

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

STATE OF Wyoming

)  
)SS.

COUNTY OF Teton

)

The foregoing instrument was acknowledged before me by Jerry Blinn this 5<sup>th</sup> day of March, 2008.

WITNESS my hand and official seal.

[Signature]  
(Notary Public)  
My commission expires: 02/10/2021

(Seal)





**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: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Lot, Subdivision: \_\_\_\_\_ PIDN: \_\_\_\_\_

**PROPERTY OWNER.**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ ZIP: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**APPLICANT/AGENT.**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ ZIP: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**DESIGNATED PRIMARY CONTACT.**

\_\_\_\_\_ Property Owner \_\_\_\_\_ Applicant/Agent

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

**Use Permit**

\_\_\_\_\_ Basic Use  
\_\_\_\_\_ Conditional Use  
\_\_\_\_\_ Special Use

**Relief from the LDRs**

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

**Physical Development**

\_\_\_\_\_ Sketch Plan  
\_\_\_\_\_ Development Plan  
\_\_\_\_\_ Design Review

**Subdivision/Development Option**

\_\_\_\_\_ Subdivision Plat  
\_\_\_\_\_ Boundary Adjustment (replat)  
\_\_\_\_\_ Boundary Adjustment (no plat)  
\_\_\_\_\_ Development Option Plan

**Interpretations**

\_\_\_\_\_ Formal Interpretation  
\_\_\_\_\_ Zoning Compliance Verification

**Amendments to the LDRs**

\_\_\_\_\_ LDR Text Amendment  
\_\_\_\_\_ Map Amendment

**Miscellaneous**

\_\_\_\_\_ Other: \_\_\_\_\_  
\_\_\_\_\_ Environmental Analysis

**PRE-SUBMITTAL STEPS.** To see if pre-submittal steps apply to you, go to [www.townofjackson.com/200/Planning](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 #: \_\_\_\_\_ 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.

\_\_\_\_\_  
Signature of Property Owner or Authorized Applicant/Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Title

## Appendix B

Existing Conditions  
Grading and Stormwater Plan  
Utility Plan  
Engineering Report  
Water Sewer Calculations  
Landscaping Plan  
Parking Lot Lighting

## **JHMR Employee Housing Water and Sewer Service (Updated for Phase 2)**

NE 20-051-01

March 4, 2020

### **Water Supply**

The Town of Jackson has adequate water supply, storage and transmission facilities to service the JHMR Employee Housing Phase 2 development that is now being proposed, after a successful implementation of the Phase 1 housing was completed in 2013/2014. There is an 8 inch diameter water line in the Webster LaPlant development that loops the water line in Powderhorn Lane with the water line in Meadow Lark Lane. Previous calculations determined that the existing fire hydrant located within the Powderhorn Housing Lot and serviced from this 8" water main could provide 1352 gpm with a residual pressure of 69.6 psi. Static water pressure is estimated to be 72.4 psi according to the Town of Jackson WaterCAD model.

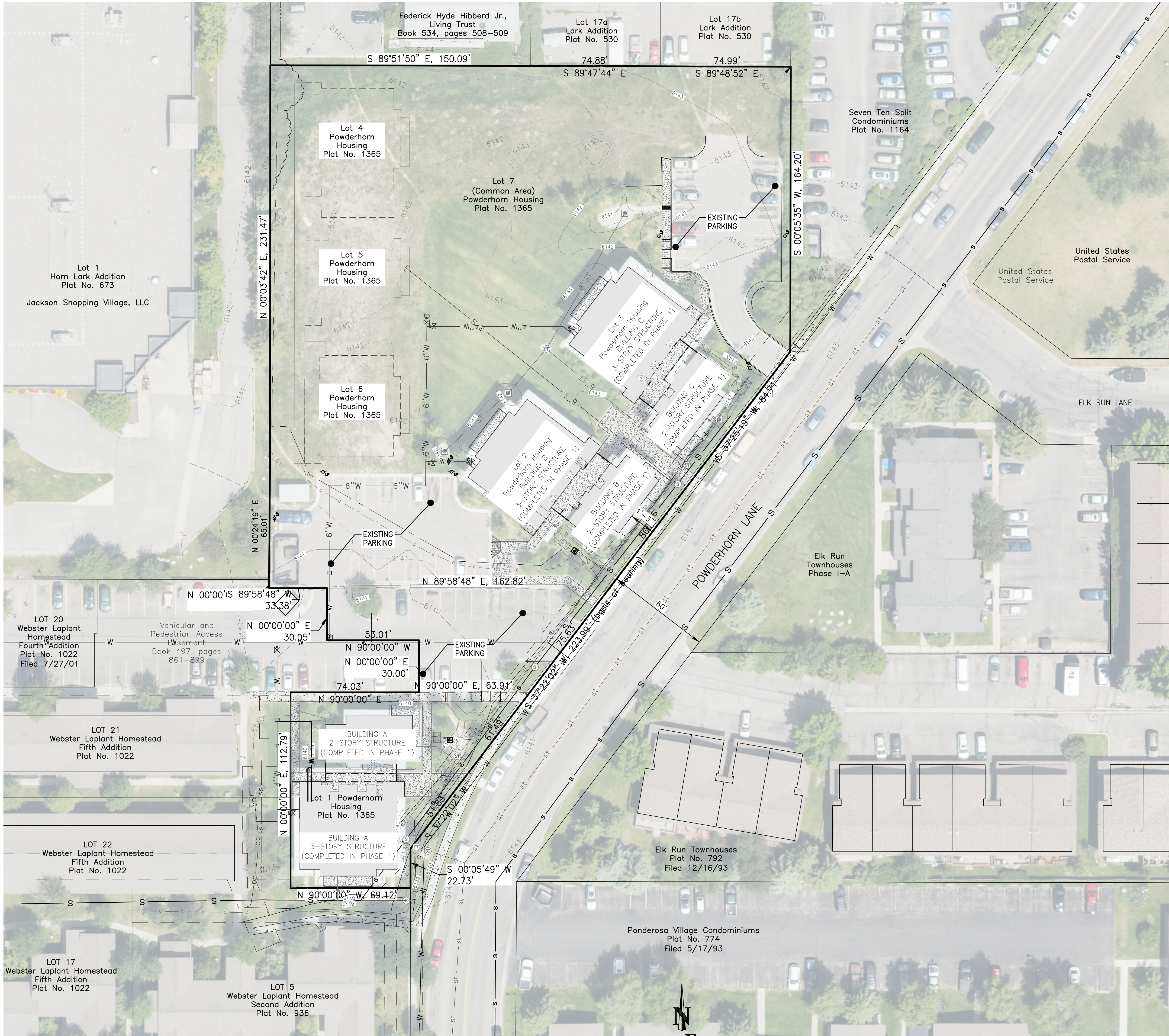
Water services for each of the five buildings should be 6-inch diameter to supply estimated peak domestic demands of 107 gpm per building, plus fire sprinkler demands of 200 gpm, and an outside fire hose supply of 150 gpm, for a total peak demand per building of 457 gpm. Prior to entering each building, the 6-inch water services will divide to supply fire demands via a 4-inch waterline and domestic supply will be via a separate 2-inch service. Calculations are attached.

### **Wastewater Disposal**

The Town of Jackson has adequate sewage collection, interceptor sewers, and wastewater treatment facilities to service the JHMR Employee Housing Phase 2 development. The Webster LaPlant Development has an 8 inch diameter PVC sewer that extends from the Town of Jackson sewer through the development to convey the sewage, including the wastewater from Lot 23, to the Town of Jackson sewer main on the west side of Webster LaPlant. This sewer line is laid at a slope of 0.5% and has a full pipe capacity 398 gpm. Total estimated peak wastewater flow from the Webster LaPlant Development is 160 gpm, therefore the Webster LaPlant sewer main will be flowing approximately 45% full at peak flows. Downstream of Webster LaPlant, assuming full development of the wastewater contributing properties, we have calculated that the Town of Jackson sewer mains will be flowing between 63% and 72% full at peak discharge.

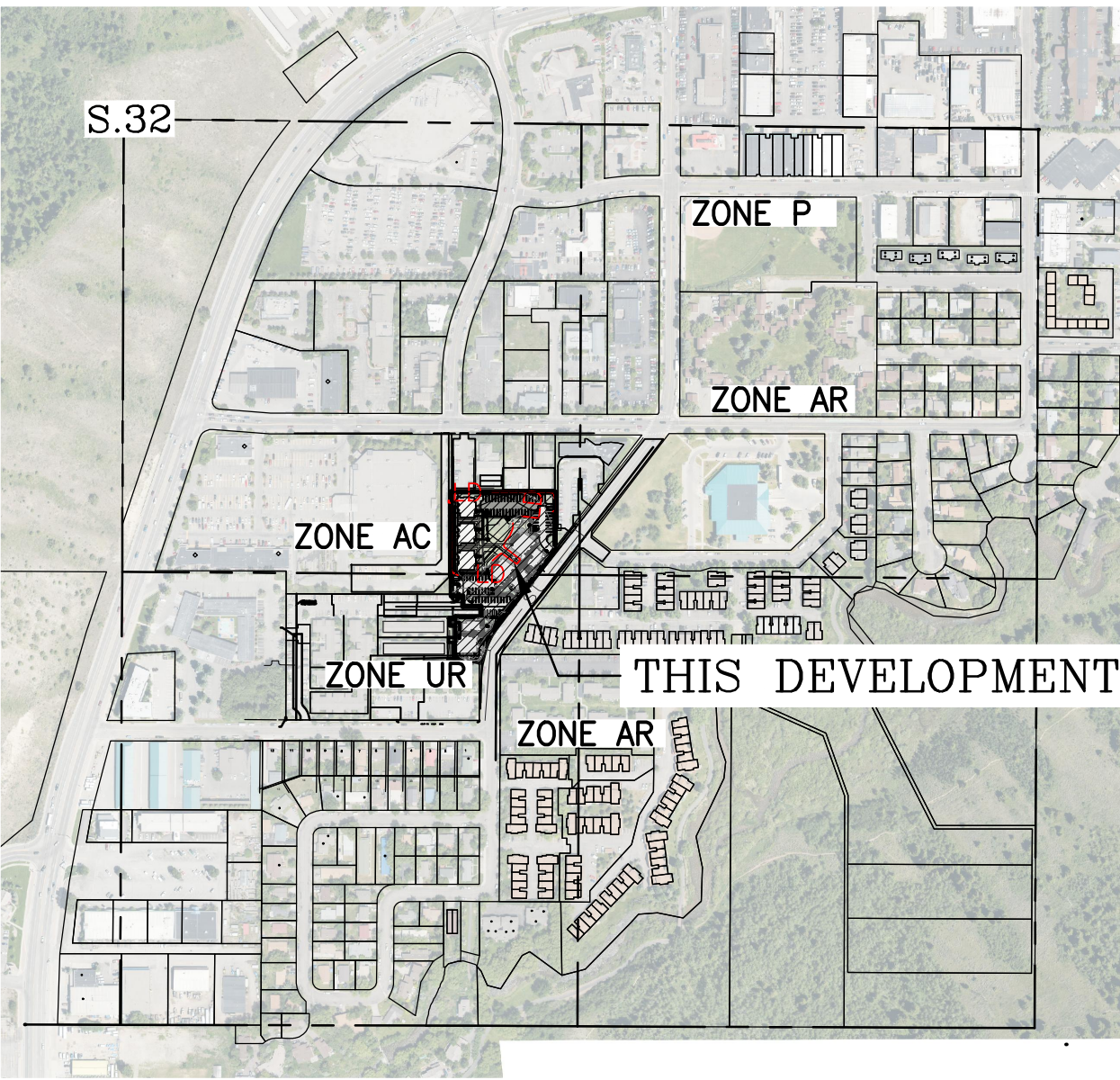
Sewer service lines for each building should be 6 inch diameter PVC pipe laid at a minimum slope of 1%. They shall connect to an existing 8 inch sewer collector line that was installed during phase 1 work, and connects to the sewer main on Powderhorn Lane.

S:\P\2020\05-01\_CJMR\_Employee\_Housing\_Phase 2\14\_Drawings\Civil\JMR\_HOUSING\_EXISTING SITE PLAN - Mar 03 2020 04:48:23 pm PLotted 8/16/2025



EXISTING SITE PLAN

SCALE: 1" = 30' (24X36)



VICINITY MAP  
SE 1/4, SECTION 32  
T41N, R116W, 6TH P.M.  
TOWN OF JACKSON  
TETON COUNTY, WY

ZONING CLASSIFICATION: URBAN RESIDENTIAL (UR)  
LAND USE: PLANNED UNIT DEVELOPMENT  
TOTAL ACREAGE: 2.32 ACRES (295,772 SF) BSA

LEGEND

- = PROPERTY LINE
- = ADJACENT PROPERTY LINE
- - - = EASEMENT LINE
- == = CURB
- = CENTERLINE OF ROAD
- - - = EDGE OF PAVEMENT
- ST — = STORM SEWER LINE
- S — = SANITARY SEWER LINE
- bp — bp = BURIED POWER LINE
- bt — bt = BURIED TELEPHONE LINE
- tv — = CABLE TV LINE
- PT-TV — = POWER, TELEPHONE & TV
- g — g = GAS LINE
- W — = WATER LINE
- = SIDEWALK
- -6142— = CONTOUR LINE
- ⊙ = SANITARY SEWER MANHOLE
- ⊙ = STORM SEWER MANHOLE
- ⊙ = CATCH BASIN
- ⊙ = SIGN/SIGNPOST
- ⊙ = LIGHT POLE
- ⊙ = FIRE HYDRANT
- ⊙ = GATE VALVE
- ⊙ = 164 REBAR AND CAP
- ⊙ = REBAR NO CAP
- ⊙ = 3881 REBAR AND CAP
- ⊙ = 3881 10' WITNESS CORNER
- ⊙ = 164 T-STAKE
- ⊙ = 2612 REBAR AND CAP
- ⊙ = ELECTRIC BOX

The Basis of Bearings shown on this map is Geodetic NORTH, WGS84, developed from GPS observations.

Owner and Subdivider:  
Jackson Hole Mountain Resort Corp.  
Box 290  
Teton Village, Wyoming 83025  
(307) 739-6267

Engineer and Surveyor:  
Nelson Engineering  
Box 1599  
Jackson, Wyoming 83001  
(307) 733-2087

PHASE 2 DEVELOPMENT PLAN

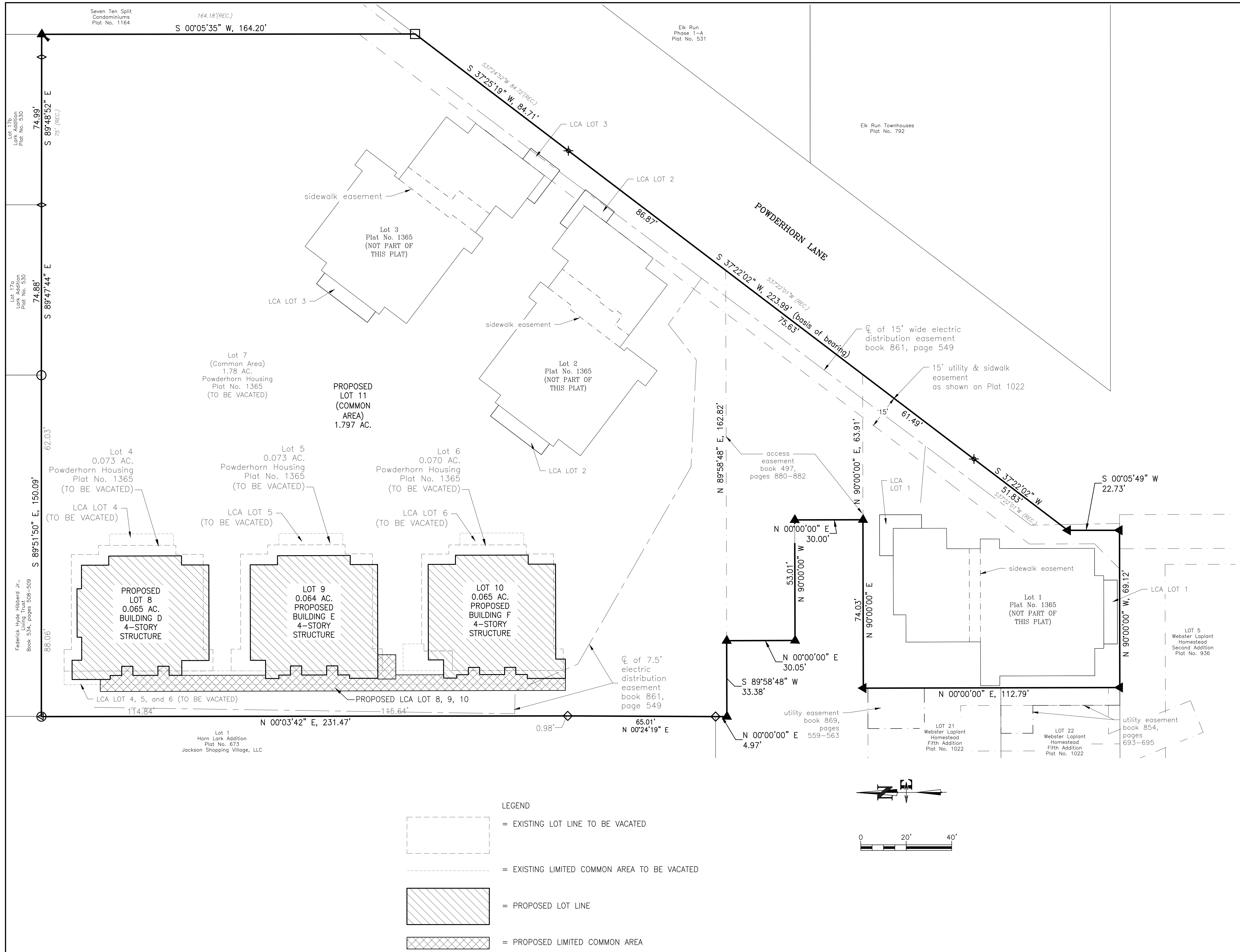
DATE	REV.
3/4/20	NE
	DD
	DB
	DD
	DD

**NELSON  
ENGINEERING**  
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

DRAWING TITLE  
EXISTING SITE PLAN

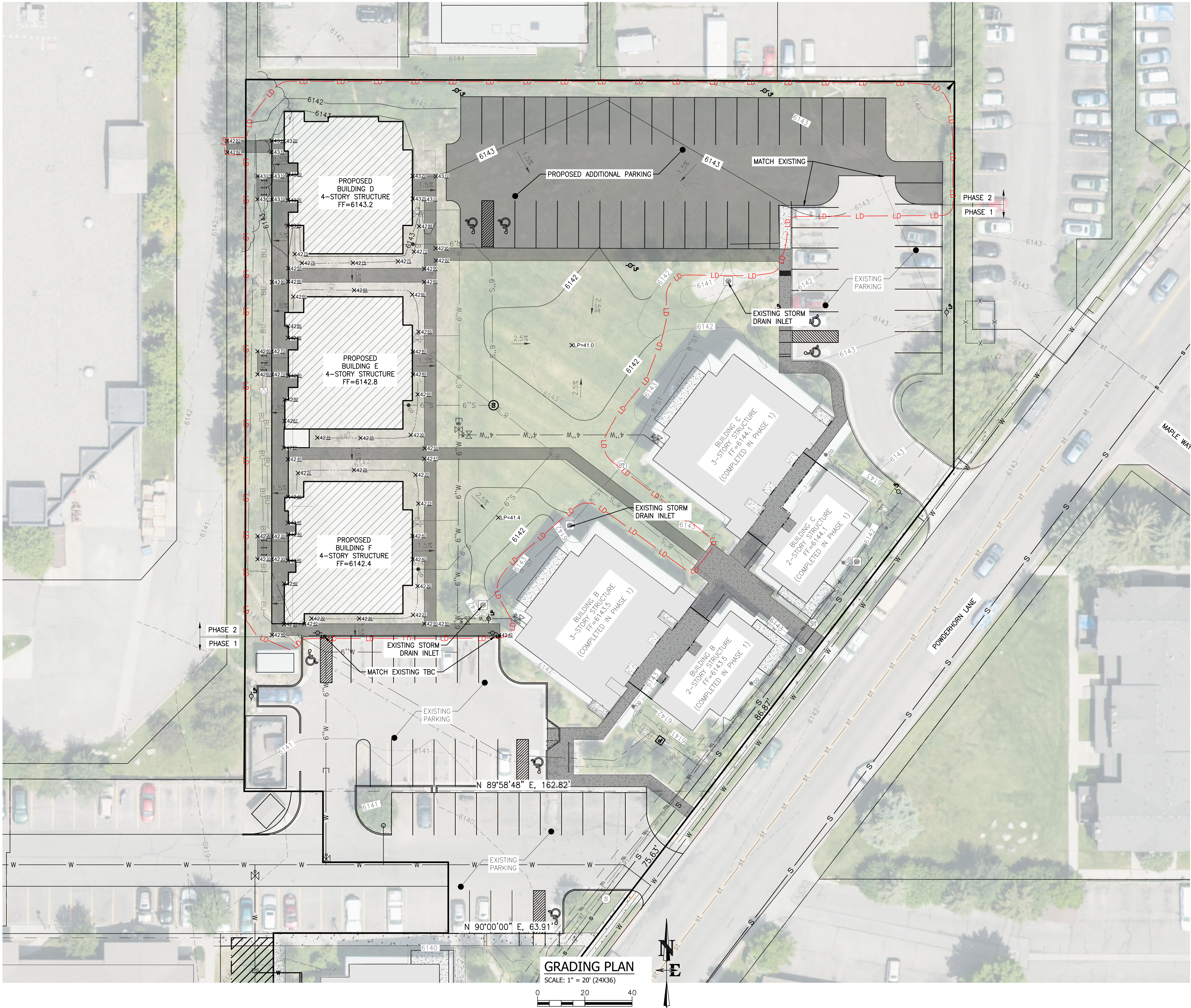
JOB TITLE  
JHMR POWDERHORN EMPLOYEE HOUSING  
625, 645, & 675 POWDERHORN LANE  
TETON COUNTY, WY

DRAWING NO  
C1  
JOB NO  
20-051-01



DRAWING NO	JOB TITLE	DRAWING TITLE	DATE	REV.
C1.1	JHMR POWDERHORN EMPLOYEE HOUSING 625, 645, & 675 POWDERHORN LANE TETON COUNTY, WY	PROPOSED SECOND ADDITION TO POWDERHORN HOUSING A RE-PLAT OF LOTS 4, 5, 6, AND 7	3/4/20	
20-051-01			SURVEYED	NE
			ENGINEERED	DD
			DRAWN	DB
			CHECKED	DD
			APPROVED	DD

S:\Proj\2020\051-01 JHMR Employee Housing Phase 2\14 Drawings\Civil\HMS DESIGNING GRADING - Mar 03 2020 04:50:57 pm ROUTED BY: bates DWG: 20-051-01

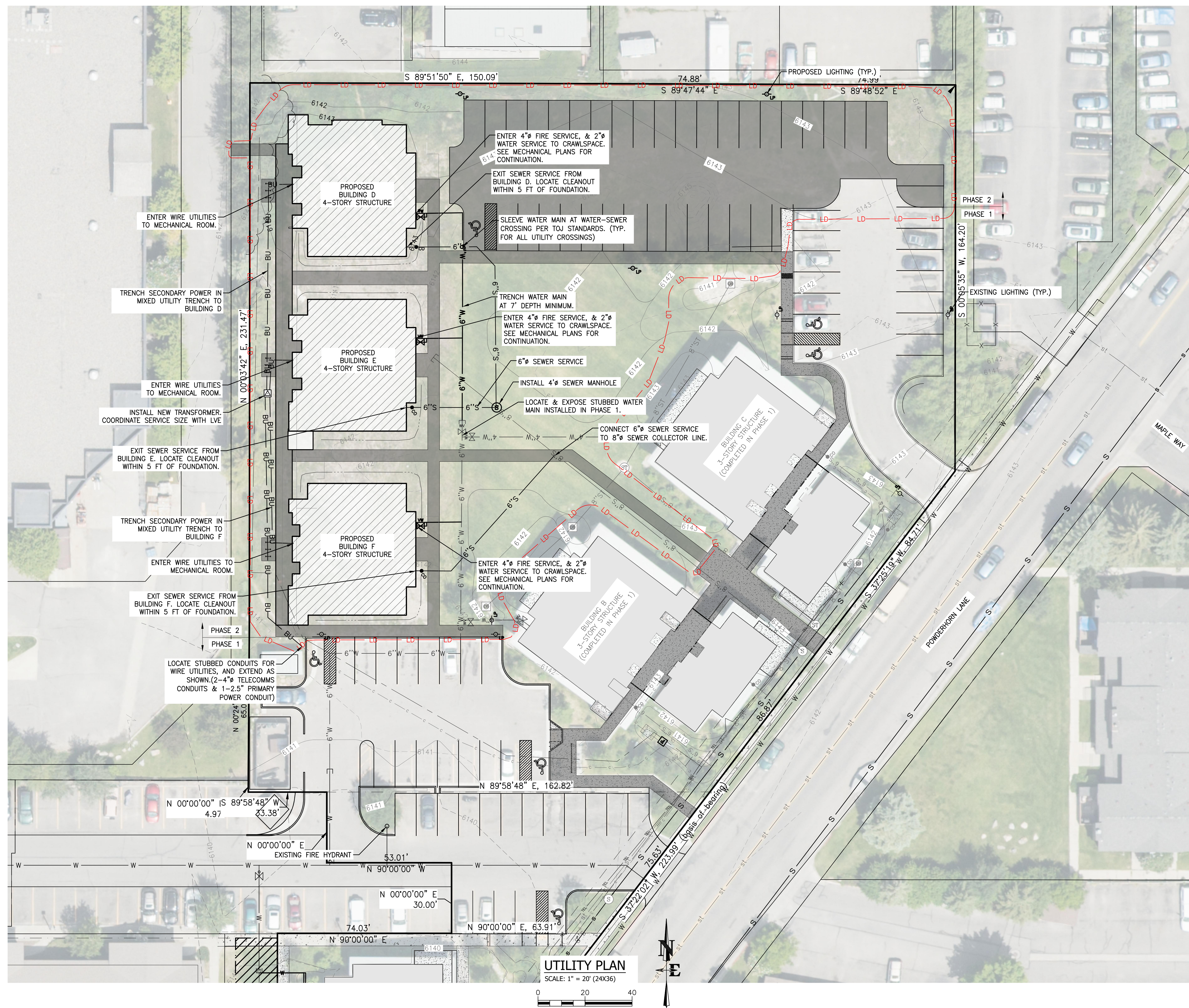


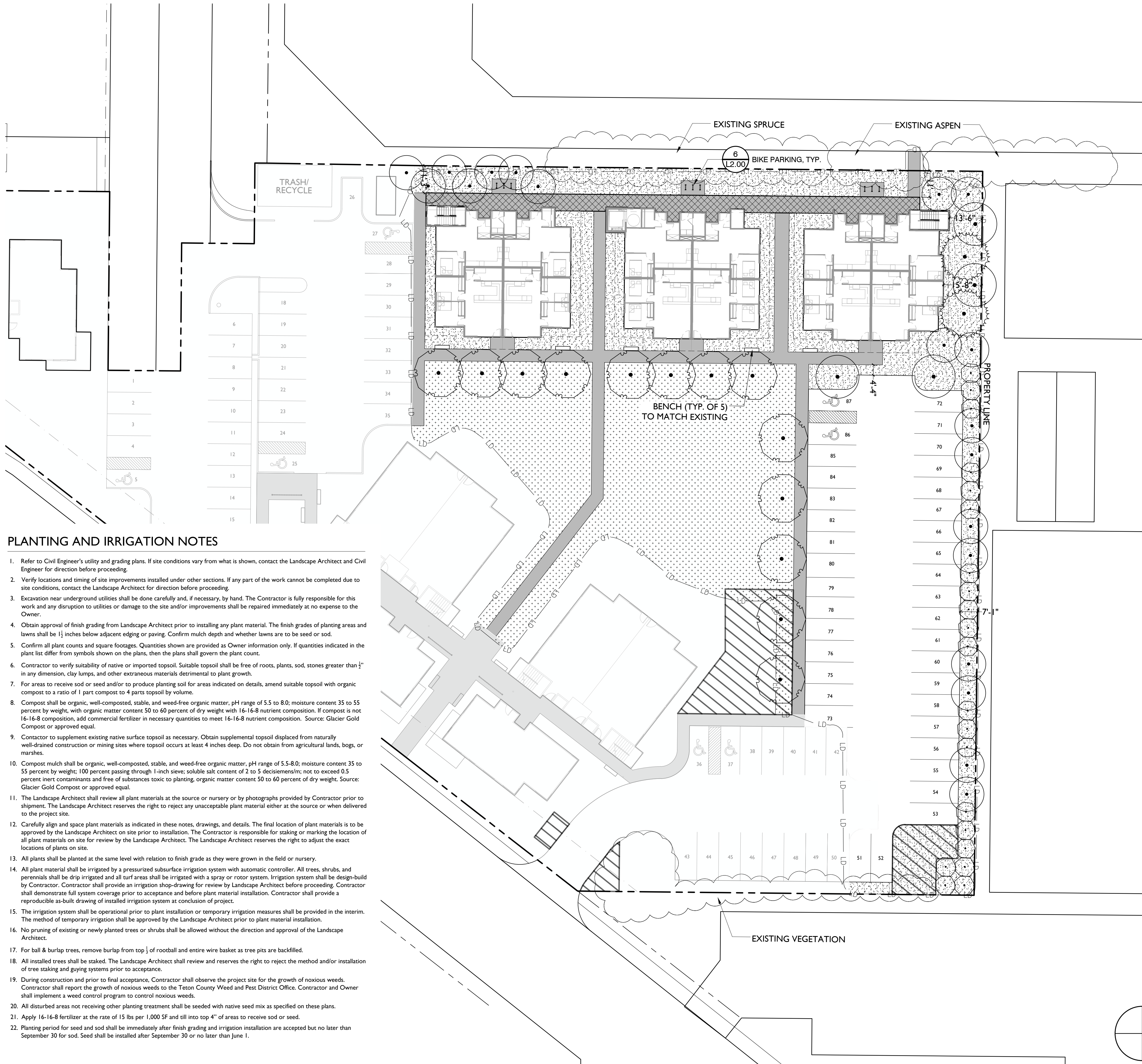
GRADING PLAN  
SCALE: 1" = 20' (24X36)

PHASE 2 DEVELOPMENT PLAN

DRAWING NO	JOB TITLE	DRAWING TITLE	DATE				
			3/4/20	NE	DD	DB	DD
C2	JHMR POWDERHORN EMPLOYEE HOUSING	GRADING & DRAINAGE PLAN	SURVEYED	ENGINEERED	ENGINEERED	ENGINEERED	ENGINEERED
20-051-01	625, 645, & 675 POWDERHORN LANE	FOR FINAL DEVELOPMENT PLAN	DRAWN	CHECKED	CHECKED	CHECKED	CHECKED
	TETON COUNTY, WY		APPROVED	APPROVED	APPROVED	APPROVED	APPROVED

**NELSON  
ENGINEERING**  
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087





## LEGEND

---	Property Boundary
LD	Limit of Disturbance
Cloud	Existing Trees To Remain
Diagonal Hatching	Snow Storage
Solid Grey	Sidewalk
Grid Pattern	Multi-Story Covered Walkway, Sidewalk Beneath
Arrow	Bike Rack

## PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY	NOTE
--------	----------------	-------------	------	----------	------

### EVERGREEN TREES

Circle with dot	Populus tremuloides	Aspen	3.5" CAL	4	B&B
Circle with dot	Populus tremuloides	Aspen	2.5" CAL	19	B&B
Circle with star	Picea pungens	Spruce	16'	2	B&B
Circle with dot	Fraxinus pennsylvanica 'Patmore'	Patmore Ash	4" CAL	13	B&B

### SHRUBS

Circle with dot	Salix spp.	Native Willow	B&B	21	4' HT
-----------------	------------	---------------	-----	----	-------

### GRASS SOD & SEED

Stippled pattern	Bluegrass Sod, To Match Phase I	11,500 SF (Contractor to Verify)
Stippled pattern	Native Grass Seed Mix, To Match Phase II To Be Approved by L.A.	9,580 SF Or All Other Disturbed Areas

## NOTES

### PLANT UNITS

Per PUD approval on June 17, 2013, this development requires 46 Plant Units.

Phase I : 24 Plant Units Implemented

Phase II : 22 Plant Units Required

22 Total Plant Units x \$2,600.00 Average Value of (1) Plant Unit = \$57,200

Proposed Plant Material & Site Appurtenances:

Aspen - (19) 2.5" Caliper = 19 x \$400.00 = \$7,600

(4) 3.5" Caliper = 4 x \$550.00 = \$2,200

Ash - (13) 2.5" Caliper = 13 x \$500.00 = \$6,500

Spruce - (2) 16' Ht = 2 x \$1,200.00 = \$2,400

Shrubs - (21) 4' Ht = 21 x \$200.00 = \$4,200

Benches - (5) 6' L Benches = 5 x \$550.00 (Price of Canopy Tree) = \$2,750

Bike Racks - 18 Bike Spaces / 9 Inverted "U" Bike Racks = 9 Bike Racks x \$550.00 (Price of Canopy Tree) = \$4,950.00

TOTAL = \$30,600 (As necessary to meet plant unit objectives while maintaining common open space)

Required Bond (Total X 125%) = \$38,250

### BIKE PARKING

90 total bike parking spaces for 90 bedrooms in 30 units, based on the following breakdown:

Alcoves in Architecture: 72 covered spaces. See Arch for details.

Landscape: 18 uncovered spaces (9 inverted "U" bike racks). See detail 6/L2.00

### SNOW STORAGE

Parking Area: 17,423.6 SF

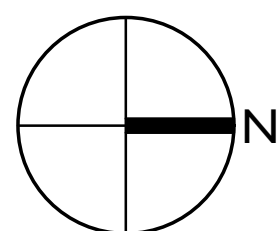
Snow Storage Requirement (10% of Paved Surface): 1,742.4 SF

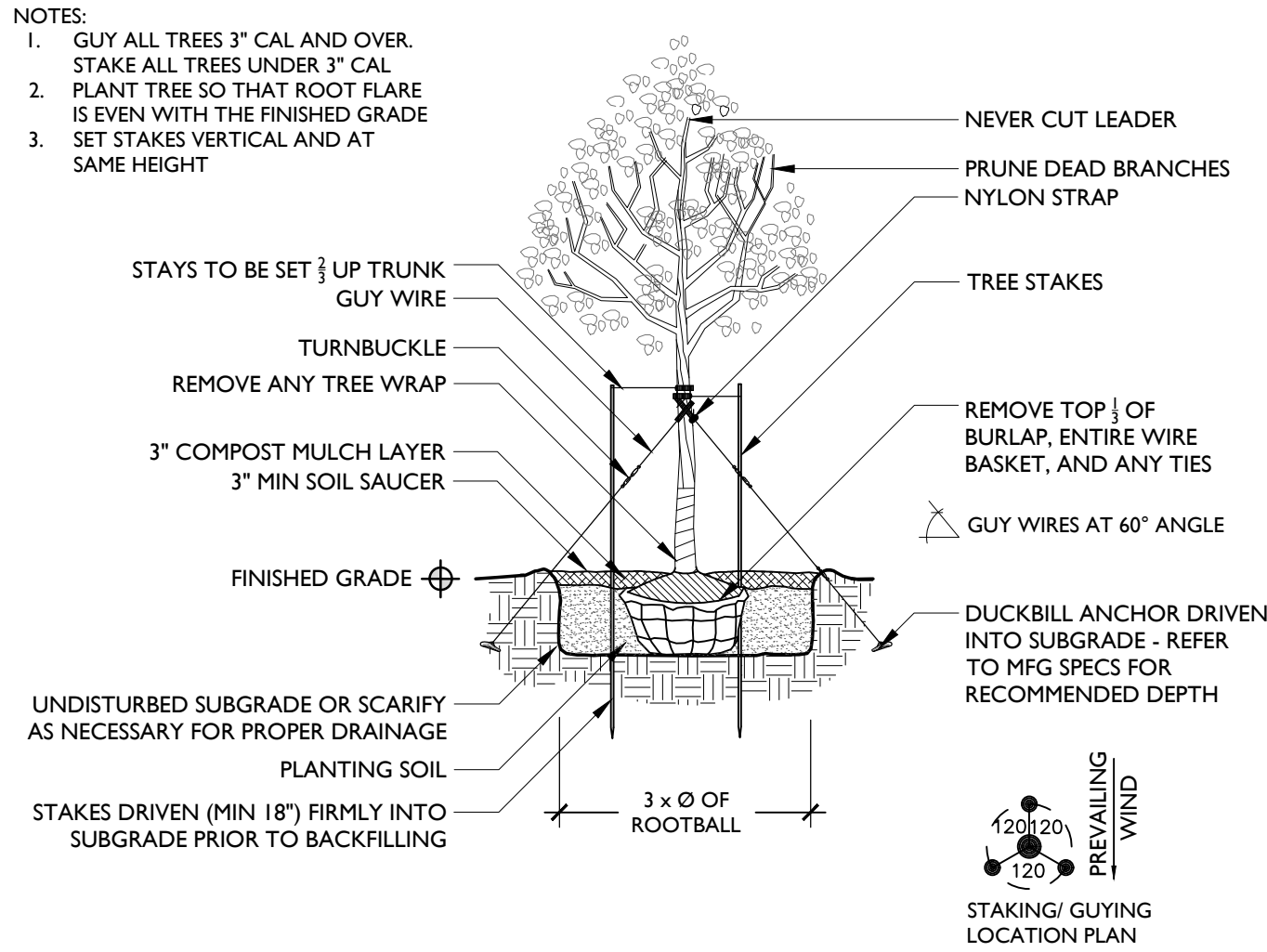
Provided Snow Storage: 2,633 SF

LANDSCAPE SURFACE AREA	TOTAL
SITE AREA	100,885 SF (2.316 ac.)
LSR REQUIRED (.30)	30,266 SF
LSR PROPOSED (Buildout)	38,295 SF (.38 of Site Area)

## PLANTING AND IRRIGATION NOTES

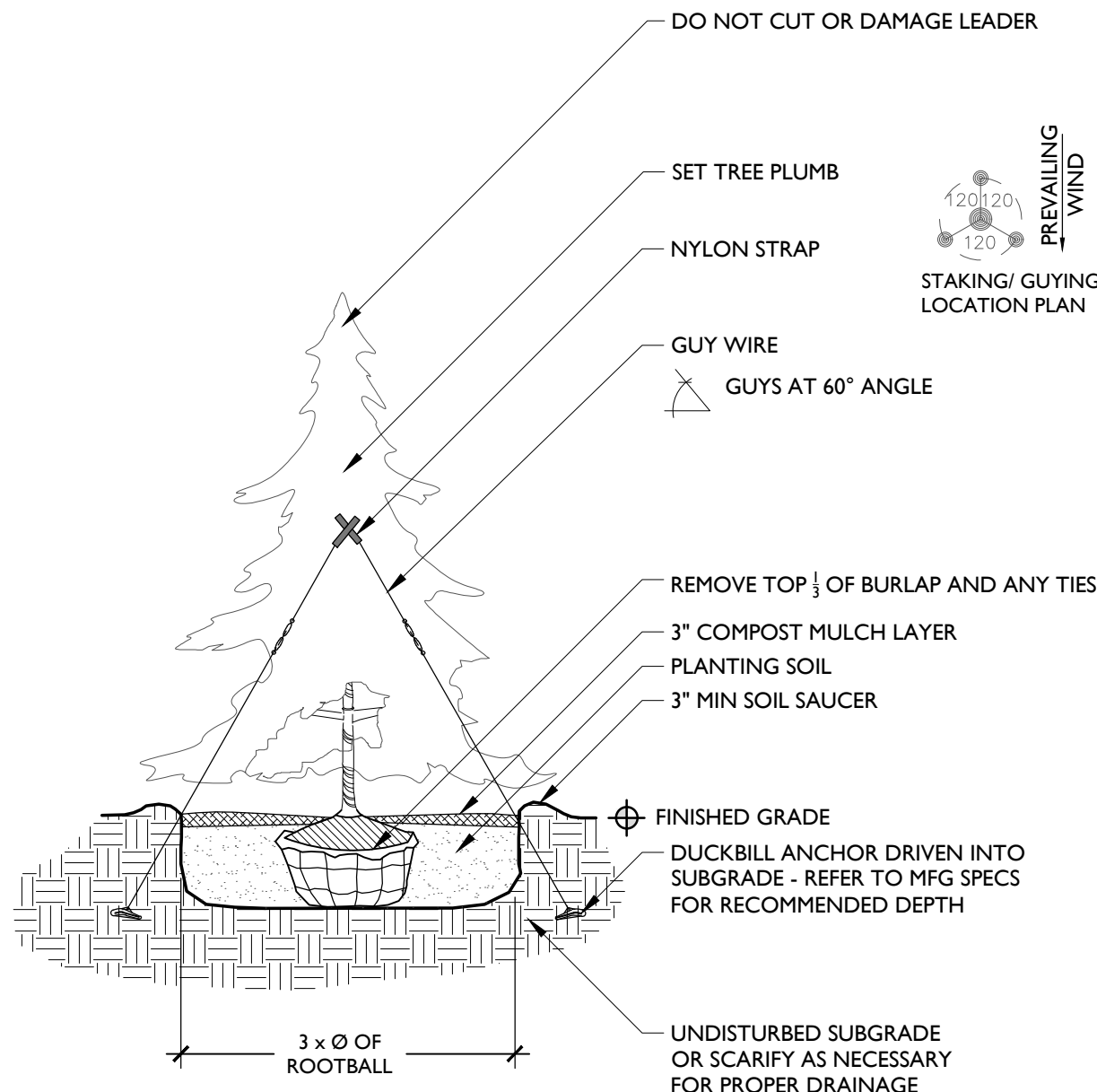
- Refer to Civil Engineer's utility and grading plans. If site conditions vary from what is shown, contact the Landscape Architect and Civil Engineer for direction before proceeding.
- Verify locations and timing of site improvements installed under other sections. If any part of the work cannot be completed due to site conditions, contact the Landscape Architect for direction before proceeding.
- Excavation near underground utilities shall be done carefully and, if necessary, by hand. The Contractor is fully responsible for this work and any disruption to utilities or damage to the site and/or improvements shall be repaired immediately at no expense to the Owner.
- Obtain approval of finish grading from Landscape Architect prior to installing any plant material. The finish grades of planting areas and lawns shall be 1/2 inches below adjacent edging or paving. Confirm mulch depth and whether lawns are to be seed or sod.
- Confirm all plant counts and square footages. Quantities shown are provided as Owner information only. If quantities indicated in the plant list differ from symbols shown on the plans, then the plans shall govern the plant count.
- Contractor to verify suitability of native or imported topsoil. Suitable topsoil shall be free of roots, plants, sod, stones greater than 1/2" in any dimension, clay lumps, and other extraneous materials detrimental to plant growth.
- For areas to receive sod or seed and/or to produce planting soil for areas indicated on details, amend suitable topsoil with organic compost to a ratio of 1 part compost to 4 parts topsoil by volume.
- Compost shall be organic, well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8.0; moisture content 35 to 55 percent by weight, with organic matter content 50 to 60 percent of dry weight with 16-16-8 nutrient composition. If compost is not 16-16-8 composition, add commercial fertilizer in necessary quantities to meet 16-16-8 nutrient composition. Source: Glacier Gold Compost or approved equal.
- Contractor to supplement existing native surface topsoil as necessary. Obtain supplemental topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep. Do not obtain from agricultural lands, bogs, or marshes.
- Compost mulch shall be organic, well-composted, stable, and weed-free organic matter, pH range of 5.5-8.0; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 2 to 5 decisiemens/m; not to exceed 0.5 percent inert contaminants and free of substances toxic to planting, organic matter content 50 to 60 percent of dry weight. Source: Glacier Gold Compost or approved equal.
- The Landscape Architect shall review all plant materials at the source or nursery or by photographs provided by Contractor prior to shipment. The Landscape Architect reserves the right to reject any unacceptable plant material either at the source or when delivered to the project site.
- Carefully align and space plant materials as indicated in these notes, drawings, and details. The final location of plant materials is to be approved by the Landscape Architect on site prior to installation. The Contractor is responsible for staking or marking the location of all plant materials on site for review by the Landscape Architect. The Landscape Architect reserves the right to adjust the exact locations of plants on site.
- All plants shall be planted at the same level with relation to finish grade as they were grown in the field or nursery.
- All plant material shall be irrigated by a pressurized subsurface irrigation system with automatic controller. All trees, shrubs, and perennials shall be drip irrigated and all turf areas shall be irrigated with a spray or rotor system. Irrigation system shall be design-build by Contractor. Contractor shall provide an irrigation shop-drawing for review by Landscape Architect before proceeding. Contractor shall demonstrate full system coverage prior to acceptance and before plant material installation. Contractor shall provide a reproducible as-built drawing of installed irrigation system at conclusion of project.
- The irrigation system shall be operational prior to plant installation or temporary irrigation measures shall be provided in the interim. The method of temporary irrigation shall be approved by the Landscape Architect prior to plant material installation.
- No pruning of existing or newly planted trees or shrubs shall be allowed without the direction and approval of the Landscape Architect.
- For ball & burlap trees, remove burlap from top of rootball and entire wire basket as tree pits are backfilled.
- All installed trees shall be staked. The Landscape Architect shall review and reserves the right to reject the method and/or installation of tree staking and guying systems prior to acceptance.
- During construction and prior to final acceptance, Contractor shall observe the project site for the growth of noxious weeds. Contractor shall report the growth of noxious weeds to the Teton County Weed and Pest District Office. Contractor and Owner shall implement a weed control program to control noxious weeds.
- All disturbed areas not receiving other planting treatment shall be seeded with native seed mix as specified on these plans.
- Apply 16-16-8 fertilizer at the rate of 15 lbs per 1,000 SF and till into top 4" of areas to receive sod or seed.
- Planting period for seed and sod shall be immediately after finish grading and irrigation installation are accepted but no later than September 30 for sod. Seed shall be installed after September 30 or no later than June 1.





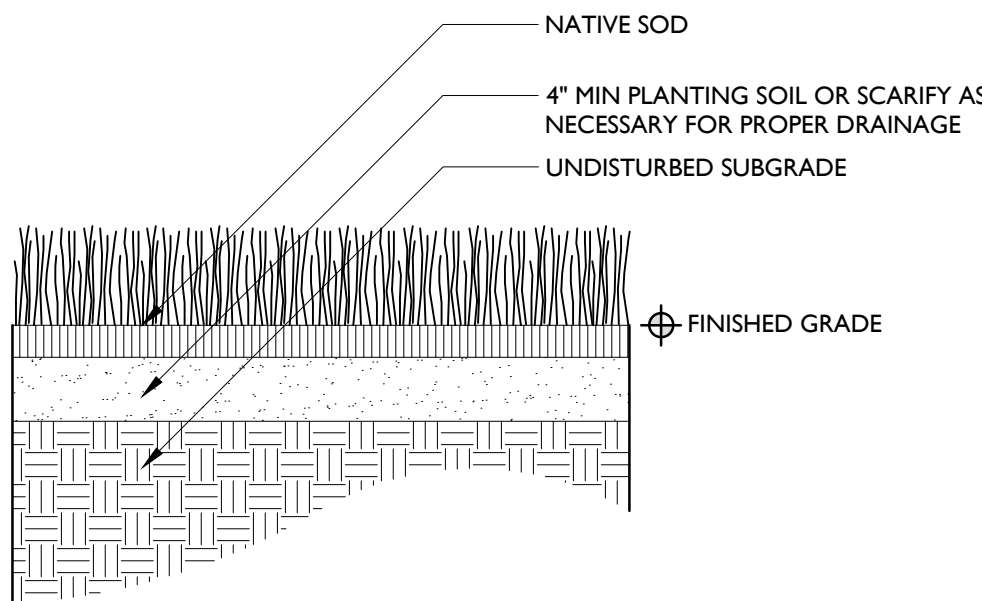
## 1 DECIDUOUS TREE PLANTING

1/4" = 1'-0"



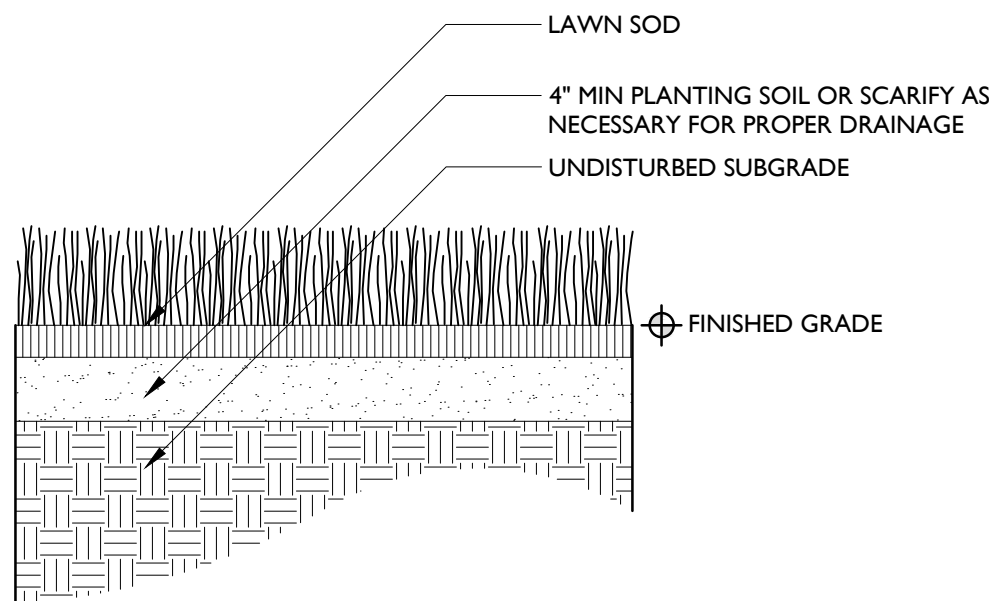
## 2 CONIFEROUS TREE PLANTING

1/4" = 1'-0"



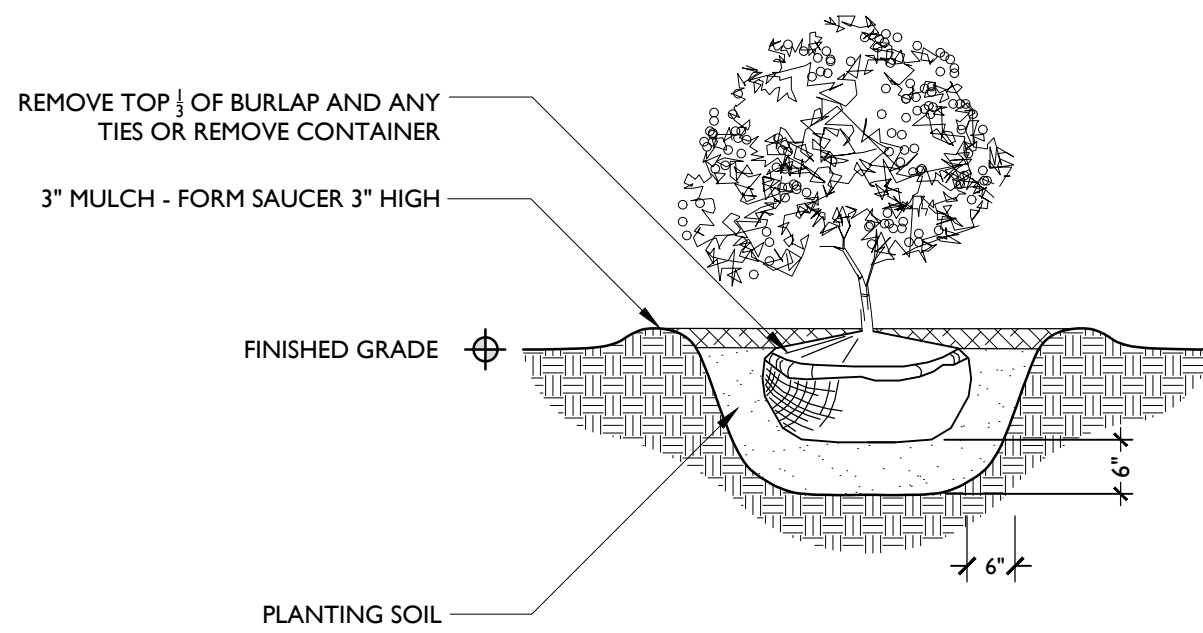
## 4 NATIVE SOD

1" = 1'-0"



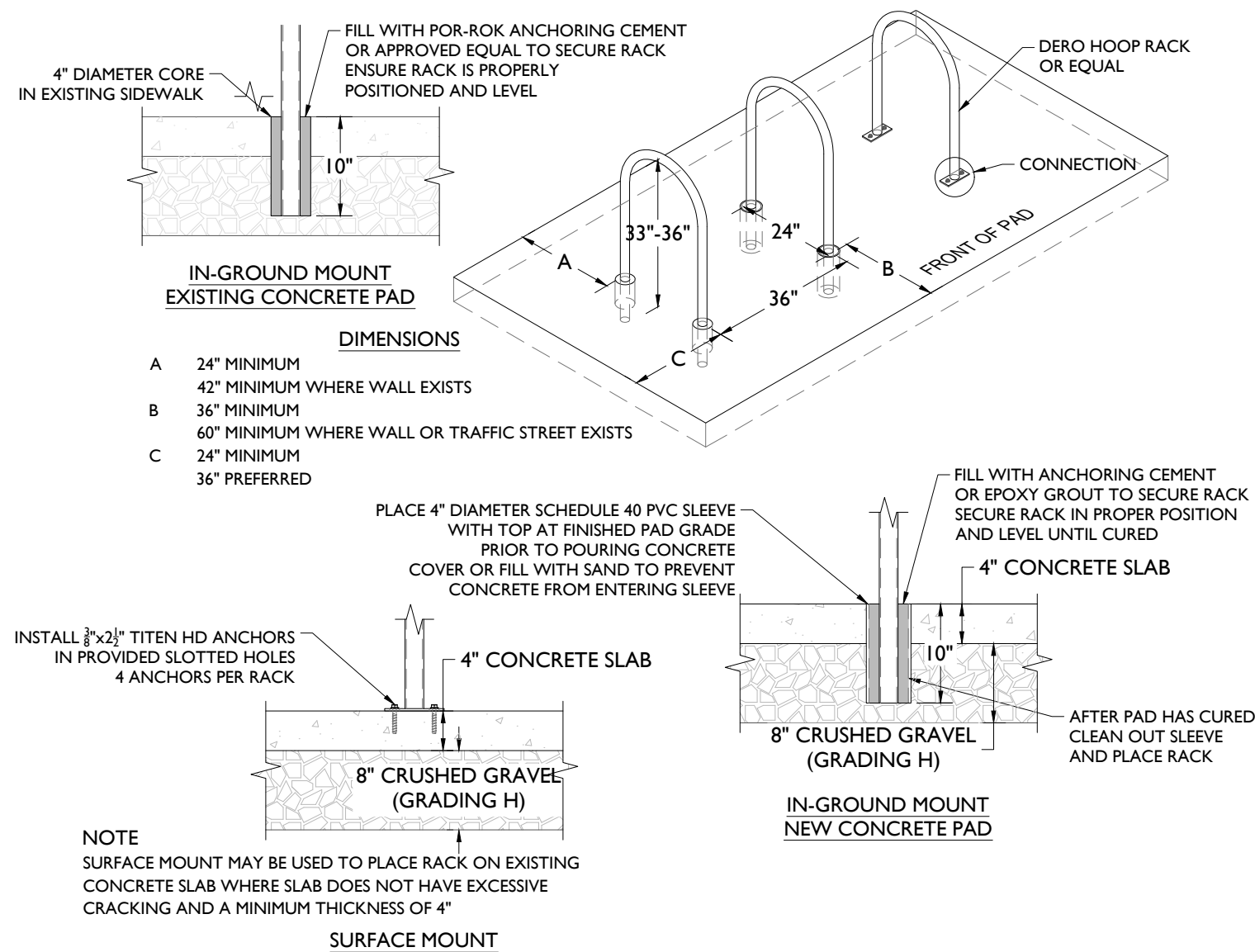
## 5 LAWN SOD

1" = 1'-0"



## 3 SHRUB PLANTING

1/2" = 1'-0"



## 6 BIKE RACK

NOT TO SCALE

NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

625, POWDERHORN LN  
JACKSON WYOMING

JHMR EMPLOYEE HOUSING



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PHASE

00.00.0000  
DRAWN BY | MT  
CHECKED BY | BH  
REVISIONS

PHASE II  
DETAILS

L2.00



## JHMR Employee Housing, Phase 2

3-Mar-20

TOJ pressure @ Powderhorn Lane=

72 psi  
Approx

### Sewer Service Fixture Count per IPC

	Number	S.F.U	Total
Water Closet Tank	16	4	64
Tub	10	2	20
Shower	6	2	12
Lavatory Sink	16	1	16
Kitchen Sink	10	2	20
Dishwasher	10	2	20
washing machine	4	2	8

Total per building (phase 1):	136	F.U.	Peak flow	68 gpm
Total per building (phase 2):	<b>160</b>	<b>F.U.</b>	<b>Peak flow</b>	<b>94.9 gpm</b>
Total per Phase 1 (building A,B,&C):	408	F.U.		
Total per Phase 2 (building D,E,&F):	480	F.U.		

### IPC requires 6" diameter sewer service to each building

Minimum slope 1% (1/8"per ft) Preferred slope 2% (1/4" per ft)

### Water Service Fixture Count per IPC

	Number	W.F.U	Total
Water Closet Tank	16	5	80
Tub	10	1.4	14
Shower	6	1.4	8.4
Lavatory Sink	16	0.7	11.2
Kitchen Sink	10	1.4	14
Dishwasher	10	1.4	14
washing machine (8 lb, public)	4	3	12

Total per building (phase 1):	141.6
Total per building (phase 2):	153.6
Total per Phase 1 (building A,B,&C):	424.8
Total per Phase 2 (building D,E,&F):	460.8

Peak Flow @ 35 psi (154 wfu)=	65	gpm
Peak Flow (154 wfu)=	94.9	gpm
Hose bib per building	2	6
Max Peak Flow per phase 2 building	<b>106.9</b>	<b>gpm</b>

### Use a 2" water meter per bldg.

Fire Sprinkler System (assume fire walls between floors)

From NFPA 13: Light Hazard Occupancy Area Density Curves

assume 200 gpm to sprinkler system plus 150 gpm outside hose stream

Total per Building A,B&C service	415	gpm
Total per Building D, E, & F service	<b>456.9</b>	<b>gpm</b>

### Use a 6 inch water service line to each building

At 456.9 gpm the velocity = 5.07 fps, head loss = 1.3 ft/100 ft

At peak domestic flow of 95 gpm the velocity =1.06 fps, head loss = 0.10 ft/100 ft

**Prior to entering building, split to provide fire via 4 inch and domestic via 2 inch**

Pipeline serving 4 buildings A,B,C, D,E,&F (885.6 wfu)

Per IPC (E103.3(3))	163.52	gpm
Assume one fire demand	350	gpm
Total flow in water main	<b>513.52</b>	<b>gpm</b>

### Use 6" diameter water main serving 4 buildings

At 513.5 gpm the velocity = 5.70 fps, head loss = 1.6 ft/100 ft

At peak domestic flow of 163.5 gpm the velocity =1.82 fps, head loss = 0.20 ft/100 ft

## Appendix C

Parking Management Letter  
Housing Operating Principles  
Deed Restrictions

# **Operating Principles**

## **Employee Housing Credits for WL Lot 23**

### **March 26, 2013**

#### **Purpose**

It is the purpose of this document to establish certain operating principles that will facilitate the use of housing units that are constructed on Lot 23 of the Webster LaPlant Planned Unit Development (WLPUD) to satisfy and comply with employee housing requirements that may be imposed by the Land Development Regulations (LDR) of the Town of Jackson or Teton County.

#### **Applicability**

The housing units on Lot 23 of the WLPUD may be used to satisfy employee housing requirements that are applied to developments in the unincorporated Teton County and in the Town of Jackson, pursuant to the provisions of this document.

#### **Land Development Regulations**

Teton County has adopted LDR that include Section 49600, Employee Housing Standards, and the Town of Jackson has adopted LDR that include Section 49500, Employee Housing Standards. These LDR establish requirements for non-residential developments to provide for employee housing.

Subsection 49650, B, in the County LDR and Subsection 49540, B.1, in the Town LDR establish the ability of commercial businesses and developers to pool their respective employee housing requirements for the purpose of creating a viable employee housing development.

It is established here that this concept of pooling of employee housing requirements allows requirements to be pooled both among multiple commercial businesses and developers and also over time, for the purpose of creating a viable employee housing development.

#### **Timing**

The pooling of employee housing requirements over time allows housing units that have been previously constructed and exist on Lot 23 of WLPUD to be used to satisfy employee housing requirements for up to fifteen (15) years from the time of the initial occupancy of the units. Housing units that have existed on Lot 23 for more than fifteen (15) years, and have not already been approved and counted to satisfy employee housing requirements, shall no longer be eligible to satisfy employee housing requirements.

Notwithstanding the fifteen (15) year time limitation, the Jackson Hole Mountain Resort (JHMR) shall be exempt from any such time limitation. Because the JHMR develops and constructs the housing units on Lot 23, the JHMR shall be allowed to use previously constructed units that exist on Lot 23 to satisfy employee housing requirements without a time limitation.

### **Counted Only Once**

A housing unit on Lot 23 may be used to meet an employee housing requirement only one time. Once the unit has been approved, counted and duly restricted for such purpose, the unit shall not be approved or counted again to meet another employee housing requirement.

### **Case By Case Decisions**

Commercial businesses or developers in unincorporated Teton County or the Town of Jackson, who have employee housing requirements pursuant to the LDR, may propose to use housing unit(s) on Lot 23 to satisfy their employee housing requirements, but the approval of units on the Lot 23 to satisfy any employee housing requirement will be determined on a case by case basis. The LDR establish multiple alternative methods for complying with the employee housing requirements and approval of the alternative to be used rests ultimately with the Mayor and Town Council or the Board of County Commissioners, whichever is applicable.

Notwithstanding the case by case decisions described above, the JHMR shall be exempt from the case by case decisions. Because the JHMR develops and constructs the housing units on Lot 23, the JHMR shall be entitled to use the housing units on Lot 23 to satisfy employee housing requirements that are imposed on the JHMR. This right to use the housing units on Lot 23, however, shall not alter or remove the requirement that is established by the Teton Village Master Plan that at least twenty percent (20%) of employee housing units that are required of developments in the Teton Village Planned Unit Development for Planned Resort shall be constructed at Teton Village. The JHMR shall have the right to use housing units on Lot 23 to satisfy any employee housing requirement in excess of the twenty percent (20%) of the required employee units that shall be located at Teton Village.

### **Deed Restriction**

At the time a housing unit on Lot 23 is approved to satisfy an employee housing requirement, said unit shall be encumbered with a deed restriction that is approved by the Teton County Housing Authority (TCHA). This deed restriction shall comply with the requirements for such a restriction that are established by the LDR and/or the TCHA Affordable Housing Guidelines, which from time to time may be amended. The deed restriction shall remain in full force and effect for as long at the encumbered housing unit is counted to satisfy the employee housing requirement.

### **Only Full Unit Encumbered**

Irrespective of the size of the employee housing requirement that may be imposed on any one commercial business or developer, and irrespective of the number of bedrooms that may exist in the housing units on Lot 23, only entire housing units consisting of rooms for sleeping, cooking and living shall be counted to satisfy employee housing requirements. Even if an employee housing obligation requires fewer bedrooms than may exist in a housing unit, the entire unit shall be encumbered with a deed restriction and individual bedrooms shall not be counted separately from the remainder of the housing unit to satisfy an employee housing requirement.



JACKSON HOLE MOUNTAIN RESORT  
3395 CODY LANE  
P.O. BOX 290, TETON VILLAGE, WY 83025

November 5, 2011

Mr. Tyler Sinclair  
Planning Director  
Town of Jackson  
P.O. Box 1687  
Jackson, WY 83001

Re: Powderhorn Employee Housing Development

Dear Mr. Sinclair;

The Mountain Resort wishes to follow up the earlier discussion you had with our planning consultant, Bill Collins, about the number of parking spaces in the Powderhorn development, and the potential need to monitor the parking supply and demand in the future. The letter describes the context and provides some guidance for any monitoring that may occur in the future based on the many discussions we had during the planning and approval of the Powderhorn development.

As you recall, the Mountain Resort is proceeding to construct up to 48 four bedroom apartments for employee housing at 655 Powderhorn Lane (lot 23 in the Webster Laplant Homestead 5<sup>th</sup> Addition). The number of parking spaces that was approved in this development implements the Town's land use and transportation goals and reflects several important characteristics of the development. These characteristics include:

- a housing location that is near essential services and transit;
- the demographic profile of the future residents;
- several Transportation Demand Management techniques that are used by the Mountain Resort and other businesses who also may house their employees in this development; and,
- the large number of bike parking spaces.

These characteristics and other important features of the development are well documented in application materials that were submitted to your office.

The Mountain Resort shares the Town's goal of minimizing the number of parking spaces and maximizing the opportunities for residents to meet their daily needs with minimal dependence on an automobile. The Jackson Town Council, planning commission and planning staff, along with the Mountain Resort, view the Powderhorn development as an ideal opportunity to demonstrate the viability of this goal.

While approving the Powderhorn development and agreeing with the parking/transportation strategy, the Town felt the need to create a back-up contingency in the event more parking will be needed in the future. This contingency was established with the following condition of approval:

"The amount of parking provided will be reviewed for the entire development during the Final Development Plan for future phases or sooner if deemed necessary by the Town and the applicant will be required to secure additional on and/or offsite parking if deemed necessary at that time. The additional amount of parking to be added onsite shall not be limited to the maximum of 90 spaces indicated in the Sketch Plan if deemed necessary. Shared parking agreements with neighboring property owners may be an option to be considered."

This condition of approval creates the potential for the Town to impose an open-ended parking requirement, potentially even exceeding the requirements in the Land Development Regulations. Such an open-ended requirement clearly is not the intent of the Town's approval, and as we have discussed, requiring any additional parking would be a last resort that would occur only after exhausting all other alternatives to resolve any parking problem that may arise. Examples of other alternatives that can be considered if and when additional parking is needed are:


- revising tenants' leases to restrict the number of cars that are allowed in the development;
- constructing a remote parking area that may include an accompanying shuttle or transit service; or,
- targeting any shared parking agreement with a neighboring land owner to match the seasonal need for additional parking.

This brief list of alternative ideas is not intended to be an all-inclusive list and other ideas may be considered in the future. The list, however, provides examples of the types of alternatives that would be considered prior to requiring additional parking in the Powderhorn development. In addition, an option may include modifying the approved site plan to expand the parking lots beyond their current design.


If you agree that this letter correctly describes the Town's goals and intentions as they pertain to the parking requirements in the Powderhorn development, we ask that you join with us in co-signing this letter and placing it in the Town's planning files. It would provide the Mountain Resort the comfort of knowing that any monitoring of the parking in the Powderhorn development that may occur in the distant future will be in keeping with our shared intentions as they are described here.

Sincerely;

I acknowledge the intentions and goals stated in this letter are correct and agree that any requirement for additional parking would occur as a last resort.

  
Jerry Blann, President  
J.H. Mountain Resort

11/15/13  
date

  
Tyler Sinclair  
Director, Jackson Planning Department

**Special Restrictions  
for Affordable Rental Housing  
Located at Type Address, insert The Town of Jackson or Teton County**

These Special Restrictions for Affordable Rental Housing ("Special Restrictions"), are made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the undersigned Owner ("Owner") and insert the Town of Jackson or Teton County, Wyoming.

**RECITALS:**

**WHEREAS**, Owner holds fee ownership interest in that certain real property, located in insert the Town of Jackson or Teton County Wyoming, and more specifically described as follows:

Click here to add legal description of property.

PIDN: Click here to type PIDN # ("Land")

**WHEREAS**, as a condition of its approval for permit #Click here to enter Permit #. ("\_\_\_\_\_Approval"), Owner was required to provide and restrict as follows:

*Owner developed property addressed as \_\_\_\_\_, \_\_\_\_\_, Wyoming 830\_\_ for a \_\_\_\_\_square foot retail/service/office/residential/etc. building. This development generated the obligation to provide Affordable Rental Housing in accordance with \_\_\_\_\_ Approval. Owner is restricting:*

- *Unit \_\_\_\_\_, with \_\_\_\_\_ number of bedrooms with Income Range\_\_\_\_\_.*
- *Unit \_\_\_\_\_, with \_\_\_\_\_ number of bedrooms with Income Range\_\_\_\_\_.*
- *Unit \_\_\_\_\_, with \_\_\_\_\_ number of bedrooms with Income Range\_\_\_\_\_.*

*(hereinafter "Residential Unit" or Residential Unit Complex").*

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

**WHEREAS**, in accordance with the \_\_\_\_\_ Approval, the Residential Unit is intended to address the need for rental housing for employees in Teton County, Wyoming and therefore Owner agrees it will not be owner-occupied;

**WHEREAS**, the Jackson Town Council and Teton County Board of County Commissioners resolved to form the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to W.S. §15-10-116, as amended, and its successors or assigns, known as the Jackson/Teton County Housing Authority ("JTCHA");

**WHEREAS**, the Jackson Town Council and Teton County Board of County Commissioners further resolved to create the Jackson/Teton County Affordable Housing Department ("Housing Department") who are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce this Special Restriction;

**WHEREAS**, in furtherance of the goals, objectives, requirements and conditions of insert approval type (FDP, CUP, etc.) Approval, and consistent with the insert the Town of Jackson or Teton County's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

**WHEREAS**, Owner desires to adopt these Special Restrictions and declare that the Residential Unit and Land shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Unit and Land, and shall be enforceable by Housing Department and insert the Town of Jackson or Teton County, Wyoming.

#### **RESTRICTIONS:**

**NOW, THEREFORE**, in satisfaction of the insert approval type (FDP, CUP, etc) Approval, and in further consideration of the foregoing Recitals, which are incorporated herein by this reference, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the Land and each Residential Unit shall be held, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity.

**SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS.** References made herein to the "Rules and Regulations" are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures, and guidelines are on file with the Housing Department or otherwise with insert the Town of Jackson or Teton County, Wyoming, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations.

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

A. Qualified Household. The rental, use and occupancy of the Residential Unit shall be limited to a Qualified Household, as set forth below (“Qualified Household”):

1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business. A “local business” means a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and the business serves clients or customers who are physically located in Teton County, Wyoming.
2. Income Restriction. The Qualified Household’s gross income shall fall between [Click here to enter income range](#). of the median family income in Teton County, Wyoming, as determined by the current year’s published Federal Department of Housing & Urban Development median family income chart for Teton County, Wyoming (“Income Cap”).
3. No Teton County Residential Real Estate. No member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
4. Initial Determination by Owner. Owner shall require each prospective renter of a Residential Unit to provide information sufficient to show eligibility as a Qualified Household under the Affordable Housing Program pursuant to the requirements of this restriction and the Housing Rules and Regulations. The determination shall be based upon written applications, representations, information and verifications, including at a minimum, a W-2 for each adult renter or other IRS filing showing source of earnings, a signed and sworn statement regarding ownership of other real estate and a list of current employer(s), hours worked as well as contact information for each employer(s) and other such information reasonably requested by the Housing Department to verify and substantiate as a Qualified Household.
5. Continuing Obligation to Remain a Qualified Household. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.
6. Occupancy. Each Residential Unit shall be occupied as the Qualified Household’s sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit.
7. Reporting Requirement – Housing Department Determination. Owner shall, by January 31 of each year, provide to the Housing Department a summary of the eligibility verification information contained above for each occupant of a Residential Unit as set forth on the Housing Department Template that will be

provided to Owner. Upon written request by the Housing Department for supporting documentation, Owner shall provide the same within fifteen (15) business days of receipt of such written request. Additionally, Owner shall, by January 31 of each year, provide the Housing Department with its most current lease form for Residential Units. Each Residential Unit Lease must state, and it is a material consideration of this restriction, that the Housing Department has the ultimate and final authority to determine eligibility of households renting Residential Units. If the Housing Department, upon review of supporting documentation determines that an occupant of a Residential Unit does not qualify as a Qualified Household, the Housing Department shall have the authority to require the Owner to terminate the lease between Owner and the occupant of a Residential Unit pursuant to Sections 4 & 5 below.

- B. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against insert the Town of Jackson or Teton County, Wyoming or the Housing Department, or any person affiliated with insert the Town of Jackson or Teton County, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall insert the Town of Jackson or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of insert the Town of Jackson or Teton County, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.
- C. No Owner Occupancy. Owner shall not reside in or occupy the Residential Unit. For purposes of this paragraph, if Owner is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or other) or a trust, this prohibition on owner-occupancy shall extend to any partner, member, shareholder, other principal or owner of the entity, and any trustee or beneficiary of the trust.
- D. Household Composition. Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate Federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.
- E. Written Lease Requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.

- F. Rental Term. The Residential Unit shall be offered for rent in periods of not less than six (6) months.
- G. Rental Rate. The household size used to determine the median family income is based on one (1) person per bedroom. A studio Residential Unit's maximum rent will be fifteen percent (15%) less than the maximum rental rate for a one-bedroom Residential Unit. The maximum Rental Rate that may be charged for the Unit is variable annually based on the Housing and Urban Development Department's Median Family Income standard for Teton County, Wyoming. The Housing Department will calculate the maximum Rental Rate every year for the Unit after the Housing and Urban Development Department issues the Median Family Income for Teton County, Wyoming in the following manner: The maximum monthly rental rate for [insert median family income range] is: [insert the current year's low end of the median family income range] multiply by [thirty percent (30%) and divide by twelve (12) = \_\_\_\_\_. The rent charged must include basic utilities (electric, gas, water, sewer) and trash removal. Notwithstanding the foregoing to the contrary, the rental rate charged by Owner may at any time be less than the maximum rent calculation.
- H. Rental Unit: Except as provided herein, the Residential Unit shall remain a rental unit for Qualified Households.
- I. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of ten percent (10%) of the Rental Term in cumulative days per calendar year.
- J. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.
- K. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.
- L. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the same may be adopted from time to time.
- M. Insurance. Owner shall keep the Residential Unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowner's association insurance), for the full replacement value of the Residential Unit.

- N. Maintenance. Owner shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent and sanitary condition. In the event Owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to enter the Residential Unit and repair such condition and Owner shall reimburse Housing Department for such reasonable repair costs. Payment to Housing Department from Owner shall be due upon receipt of invoice.
- O. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each owner shall comply, and cause its tenants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to Owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by Owner. Owner shall maintain such records for a period of not less than two (2) years.
- P. Preference. Owner may give first-priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of Owner. In the event there are no persons directly employed by Owner to whom Owner desires to rent the Residential Unit, then Owner may rent to any Qualified Household.

**SECTION 3. SALE OF THE RESIDENTIAL UNIT COMPLEX.** The Residential Unit Complex may be bought and sold as Owner may determine except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Any such conveyance of a Residential Unit Complex shall be subject to these Special Restrictions. Within ten (10) days prior to the closing of the sale or other transfer of the Complex, Owner shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the new owner.

**SECTION 4. DEFAULT.** Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, each of the following shall be considered a default ("Default"):

- A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.
- B. A violation of any term of these Special Restrictions or any laws affecting the Residential Unit.
- C. Vacancy of a Residential Unit for more than sixty (60) days continuously.

- D. Fraud or misrepresentation by Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.
- E. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially insolvent according to law, or if any assignment is made of the property of Owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or Owner's property by a court of competent jurisdiction.

In the event the Housing Department believes there to be a Default, the Housing Manager, or a Designee of the Housing Department shall send written notice to Owner of such violation, the required action to cure and the timing for such cure. If Owner disputes the Housing Department's decision, Owner shall proceed in accordance with the Rules and Regulations.

**SECTION 5. DEFAULT REMEDIES.** Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, in addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, after notice and opportunity to cure as set forth in the preceding section, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

- A. Specific Performance. The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance.
- B. Equitable Relief. In addition to subsection A, any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or any other action authorized under the laws of the State of Wyoming.
- C. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.

**SECTION 6. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.**

- A. Termination. These Special Restrictions may be terminated after a determination by the insert the Town of Jackson or Teton County, Wyoming that these Special Restrictions are no longer consistent with the insert the Town of Jackson or Teton County, Wyoming goals for affordable housing.
- B. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and recorded in the Teton County Clerk's Office against the title to the Land, in whole or in part, with the written consent of Owner

of the Residential Unit Complex and insert the Town of Jackson or Teton County, Wyoming.

- C. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

**SECTION 7. SPECIAL RESTRICTIONS AS COVENANT.** These Special Restrictions shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and insert the Town of Jackson or Teton County. These Special Restrictions shall be prior and superior to any mortgage or lien interest encumbering the Land and/or Residential Unit Complex.

**SECTION 8. NOTICES.** All notices required to be served upon the parties to this Special Restriction shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address and/or owner and/or other contact information in the manner provided for giving notice.

**To Housing Department**

Jackson/Teton County Affordable Housing Department  
P.O. Box 714  
Jackson, WY 83001

**With a Copy to:**

insert the Town of Jackson or Teton County.  
insert the Town of Jackson or Teton County.  
Jackson, WY 83001.

To Owner

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 9. ATTORNEY'S FEES.** In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

**SECTION 10. CHOICE OF LAW, FORUM.** These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions

**SECTION 11. SEVERABILITY.** Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

**SECTION 12. SECTION HEADINGS.** Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

**SECTION 13. WAIVER.** No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

**SECTION 14. INDEMNIFICATION.** Owner shall indemnify, defend, and hold the Housing Department and insert the Town of Jackson or Teton County, and its directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for an owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and insert the Town of Jackson or Teton County.

**SECTION 15. SUCCESSORS AND ASSIGNS.** These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

**SECTION 16. GOVERNMENTAL IMMUNITY.** Neither insert the Town of Jackson or Teton County, JTCHA, nor the Housing Department waive governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, Owner has executed this instrument on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(the "Effective Date").

**OWNER:**

Click here to enter name of LLC or other entity.

\_\_\_\_\_  
Click here to enter Name and Title of authorized signer.

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF TETON     )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the foregoing Special Restrictions for  
Employee Housing was acknowledged before me by Click here to enter Name of signer.as Click  
here to enter title of signer.ofClick here to enter name of entity..

Witness my hand and official seal.

(Seal)

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

**INSERT THE TOWN OF JACKSON OR TETON COUNTY:**

\_\_\_\_\_  
Insert name of Mayor or Chair, insert Mayor or Chair

**ATTEST:**

\_\_\_\_\_  
Insert name of Town or County Clerk, insert Town Clerk or County Clerk

STATE OF WYOMING                    )  
  ) ss.  
COUNTY OF TETON                    )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the foregoing instrument was acknowledged before me by insert name of Mayor or Chair as insert Mayor or Chair of insert the Town of Jackson or Teton County Board of County Commissioners, Wyoming.

Witness my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public  
My commission expires:

**JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:**

\_\_\_\_\_  
Insert name of Housing Manager, Housing Manager

STATE OF WYOMING                    )  
  ) ss.  
COUNTY OF TETON                    )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the foregoing instrument was acknowledged before me byClick here to enter name of Housing Manager., as Housing Manager of the Jackson/The Town of Jackson Affordable Housing Department.

Witness my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public  
My commission expires:

**Special Restrictions  
for Affordable Rental Housing  
Located at 655 Powderhorn Lane, Jackson, Wyoming.**

These Special Restrictions for Affordable Rental Housing ("Special Restrictions"), are made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the [Jackson Hole Mountain Resort, a Wyoming corporation](#) ("Owner") and the Town of Jackson, Wyoming.

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**RECITALS:**

**WHEREAS**, Owner holds fee ownership interest in that certain real property, located in Town of Jackson, Wyoming, and more specifically described as follows:

[Lots 4, 5, and 6 of the Powderhorn Housing Addition to the Town of Jackson according to that plat recorded in the Office of the Teton County Clerk, Teton County, Wyoming, on November 10, 2016 as Plat No. 1365;](#)

[PIN: 22-41-16-32-4-43-004](#)

[22-41-16-32-4-43-005](#)

[22-41-16-32-4-43-006](#)

**WHEREAS**, as a condition of its approval for permit #[Click here to enter Permit #.](#) ("\_\_\_\_\_  
Approval"), Owner was required to provide and restrict as follows:

*[The Final Development Plan application for 625, 645 and 675 Powderhorn Lane Phase II, Jackson, Wyoming was for a thirty \(30\) unit residential housing development intended to serve as housing for the community's workforce. Each of the thirty built units consist eighteen units with four \(4\) lock-off bedrooms \("Units"\) with a shared kitchen and living space and two \(2\) bathrooms, six two bedroom units and six one bedroom units. Each bedroom is considered a "Residential Unit" for the purposes of this deed restriction. The approval allows only the Jackson Hole Mountain Resort Corporation \("JHMR"\) to apply the Units toward future employee housing requirements. Each Unit counts as one \(1\) residential unit toward employee housing requirements with a maximum of four \(4\) credits that may be used toward JHMR future housing requirements. If an employee housing obligation requires fewer than four \(4\) bedrooms, the entire four \(4\) credits will be used and may not be held over for additional future requirements. The Declarant wishes to restrict the units in Buildings D, E, and F and are numbered as Units XXX. There are thirty \(30\)](#)*

Units comprised of ninety (90) Residential Units on the Land that are subject to these Special Restrictions.

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

**WHEREAS**, in furtherance of the goals, objectives, requirements and conditions of the FDP or other Approval, and consistent with the Town of Jackson's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Declarant agreed to restrict the use and occupancy of the Residential Units to a "Qualified Household", which meets employment, income and asset ownership qualifications as set forth herein; and

**WHEREAS**, each Residential Unit will be occupied by no more than one-person per lock-off bedroom; and

**WHEREAS**, the Residential Units come with amenities over and above requirements of dorm-style units such as indoor bike storage on each floor, washers and dryers on each floor, complete furnishings, two bathrooms in each unit, exterior storage spaces, individual balconies/patios, significant common open space for recreational use, and an onsite property manager allowing maximum rents to be calculated using a different method than Employee Housing dorm units;

**WHEREAS**, in accordance with the \_\_\_\_\_ Approval, the Residential Units are intended to address the need for rental housing for employees in Teton County, Wyoming and therefore Owner agrees it will not be owner-occupied;

**WHEREAS**, the Jackson Town Council and Teton County Board of County Commissioners resolved to form the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to W.S. §15-10-116, as amended, and its successors or assigns, known as the Jackson/Teton County Housing Authority ("JTCHA");

**WHEREAS**, the Jackson Town Council and Teton County Board of County Commissioners further resolved to create the Jackson/Teton County Affordable Housing Department ("Housing Department") who are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce this Special Restriction;

**WHEREAS**, in furtherance of the goals, objectives, requirements and conditions of insert approval type (FDP, CUP, etc.) Approval, and consistent with the insert the Town of Jackson or Teton County's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the

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¶  
Owner developed property addressed as \_\_\_\_\_,  
\_\_\_\_\_, Wyoming 830\_\_\_ for a \_\_\_\_\_ square foot  
retail/service/office/residential/etc. building. This development  
generated the obligation to provide Affordable Rental Housing in  
accordance with \_\_\_\_\_ Approval. Owner is restricting: ¶  
Unit \_\_\_\_\_, with \_\_\_\_\_ number of bedrooms with Income  
Range \_\_\_\_\_. ¶  
Unit \_\_\_\_\_, with \_\_\_\_\_ number of bedrooms with Income  
Range \_\_\_\_\_. ¶  
Unit \_\_\_\_\_, with \_\_\_\_\_ number of bedrooms with Income  
Range \_\_\_\_\_. ¶  
(hereinafter "Residential Unit" or Residential Unit Complex").

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County Housing Department Rules and Regulations enforced by the  
Jackson/Teton County Affordable Housing Department, such Rules  
and Regulations are defined in Section 1 below; ¶

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Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

WHEREAS, Owner desires to adopt these Special Restrictions and declare that the Residential Units and Land shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Units and Land, and shall be enforceable by Housing Department and insert the Town of Jackson or Teton County, Wyoming.

#### RESTRICTIONS:

NOW, THEREFORE, in satisfaction of the insert approval type (FDP, CUP, etc) Approval, and in further consideration of the foregoing Recitals, which are incorporated herein by this reference, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the Land and each Residential Unit shall be held, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity.

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS. References made herein to the "Rules and Regulations" are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures, and guidelines are on file with the Housing Department or otherwise with insert the Town of Jackson or Teton County, Wyoming, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations.

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

- A. Qualified Household. The rental use and occupancy of the Residential Unit shall be limited to a Qualified Household, as set forth below ("Qualified Household").
1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business. A "local business" means a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status

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- [physically located](#) in Teton County, Wyoming, [and the business serves clients or customers who are](#) physically located in Teton County, Wyoming.
2. [Income Restriction](#). The Qualified [Household's gross income](#) shall [fall between](#) [Click here to enter income range](#), of the median [family](#) income in Teton County, Wyoming, as determined by the current year's published Federal Department of Housing & Urban Development median [family](#) income chart for Teton County, Wyoming ("[Income Cap](#)").
3. [No Teton County Residential Real Estate](#). No member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) residential real estate [within one hundred and fifty \(150\) miles of](#) Teton County, Wyoming [at any time during occupancy of the Residential Unit](#).
4. [Initial Determination by Owner](#). Owner shall [require each prospective renter of a Residential Unit to provide information sufficient to show eligibility as a Qualified Household under the Affordable Housing Program pursuant to the requirements of this restriction and the Housing Rules and Regulations. The determination shall be based upon written applications, representations, information and verifications, including at a minimum, a W-2 for each adult renter or other IRS filing showing source of earnings, a signed and sworn statement regarding ownership of other real estate and a list of current employer\(s\), hours worked as well as contact information for each employer\(s\) and other such information reasonably requested by the Housing Department to verify and substantiate as a Qualified Household.](#)
5. [Continuing Obligation to Remain a Qualified Household](#). The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.
6. [Occupancy](#). Each Residential Unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit.
7. [Reporting Requirement – Housing Department Determination](#). Owner shall, by January 31 of each year, provide to the Housing Department a summary of the eligibility verification information contained above for each occupant of a Residential Unit as set forth on the Housing Department Template that will be provided to Owner. Upon written request by the Housing Department for supporting documentation, Owner shall provide the same within fifteen (15) business days of receipt of such written request. Additionally, Owner shall, by January 31 of each year, provide the Housing Department with its most current lease form for Residential Units. Each Residential Unit Lease must state, and it is a material consideration of this restriction, that the Housing Department has the ultimate and final authority to determine eligibility of households renting Residential Units. If the Housing Department, upon review of supporting

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documentation determines that an occupant of a Residential Unit does not qualify as a Qualified Household, the Housing Department shall have the authority to require the Owner to terminate the lease between Owner and the occupant of a Residential Unit pursuant to Sections 4 & 5 below.

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

C. No Owner Occupancy. Owner shall not reside in or occupy the Residential Unit. For purposes of this paragraph, if Owner is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or other) or a trust, this prohibition on owner-occupancy shall extend to any partner, member, shareholder, other principal or owner of the entity, and any trustee or beneficiary of the trust.

D. Household Composition. Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate Federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.

E. Written Lease Requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.

F. Rental Term. The Residential Unit shall be offered for rent in periods of not less than six (6) months.

G. Rental Rate. The household size used to determine the median family income is based on one (1) person per bedroom. A studio Residential Unit's maximum rent will be fifteen percent (15%) less than the maximum rental rate for a one-bedroom Residential Unit. The maximum Rental Rate that may be charged for the Unit is variable annually based on the

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Housing and Urban Development Department's Median Family Income standard for Teton County, Wyoming. The Housing Department will calculate the maximum Rental Rate every year for the Unit after the Housing and Urban Development Department issues the Median Family Income for Teton County, Wyoming in the following manner: the low income limit for Teton County Wyoming (80% of median income), as provided by the US Department of Housing and Urban Development. The rent charged must include basic utilities (electric, gas, water, sewer) and trash removal. Notwithstanding the foregoing to the contrary, the rental rate charged by Owner may at any time be less than the maximum rent calculation.

Formula for one-bedroom lock-off unit maximum rents:

Low income limit for one-person household x 72% x 30% / 12 = Maximum monthly rent allowed per bedroom.

Formula for four-bedroom apartment maximum rents:

30% of 60% of the Area Median Income / 12 = Maximum monthly rent allowed per four-bedroom apartment for a 4-person household.

H. Rental Unit: Except as provided herein, the Residential Unit shall remain a rental unit for Qualified Households.

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

J. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.

K. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.

L. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the same may be adopted from time to time.

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M. Insurance. Owner shall keep the Residential Unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowner's association insurance), for the full replacement value of the Residential Unit.

N. Maintenance. Owner shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent and sanitary condition. This includes but is not limited to complete interior furnishings. The amenities provided including bike storage, other storage, laundry facilities, patios/balconies, and an onsite property manager must continue to remain available for use by the tenants, and must be kept in working order. In the event Owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to enter the Residential Unit and repair such condition and Owner shall reimburse Housing Department for such reasonable repair costs. Payment to Housing Department from Owner shall be due upon receipt of invoice.

O. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each owner shall comply, and cause its tenants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to Owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by Owner. Owner shall maintain such records for a period of not less than two (2) years.

P. Preference. So long as Jackson Hole Mountain Resort Corporation ("JHMR") owns or leases Residential Units, JHMR may give first priority to rent the Residential Unit(s) they own or lease to Qualified Households of which a member of the Household is an employee of JHMR or its affiliates. If JHMR does not own or master lease the Residential Units, then the owner or another Master Tenant (as defined in Section 14) may rent the Residential Unit(s) to any Qualified Household.

SECTION 3. SALE OF THE RESIDENTIAL UNIT COMPLEX. The Residential Unit Complex may be bought and sold as Owner may determine except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Any such conveyance of a Residential Unit Complex shall be subject to these Special Restrictions. Within ten (10) days prior to the closing of the sale or other transfer of the Complex, Owner shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the new owner.

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**SECTION 4. DEFAULT.** Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, each

of the following shall be considered a default ("Default"):

- A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.
- B. A violation of any term of these Special Restrictions or any laws affecting the Residential Unit.
- C. Vacancy of a Residential Unit for more than sixty (60) days continuously.
- D. Fraud or misrepresentation by Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.
- E. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially insolvent according to law, or if any assignment is made of the property of Owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or Owner's property by a court of competent jurisdiction.

In the event the Housing Department believes there to be a Default, the Housing Manager, or a Designee of the Housing Department shall send written notice to Owner of such violation, the required action to cure and the timing for such cure. If Owner disputes the Housing Department's decision, Owner shall proceed in accordance with the Rules and Regulations.

**SECTION 5. DEFAULT REMEDIES.** Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, in addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, after notice and opportunity to cure as set forth in the preceding section, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

- A. **Specific Performance.** The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance.
- B. **Equitable Relief.** In addition to subsection A, any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or any other action authorized under the laws of the State of Wyoming.

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C. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.

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#### SECTION 6. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

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

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

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SECTION 7. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and insert the Town of Jackson or Teton County. These Special Restrictions shall be prior and superior to any mortgage or lien interest encumbering the Land and/or Residential Unit Complex.

SECTION 8. NOTICES. All notices required to be served upon the parties to this Special Restriction shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address and/or owner and/or other contact information in the manner provided for giving notice.

To Housing Department:  
Jackson/Teton County Affordable Housing Department  
P.O. Box 714

To Owner:  
Powderhorn Partners Real Estate Holdings LLC

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P.O. Box 11102  
Jackson, WY 83001

Holland & Hart, LLP  
Matt Kim-Miller  
25 South Willow Street, Suite 200  
Jackson, WY 83001

Jackson Hole Mountain Resort Corporation  
Attn. Matt McCreedy  
P.O. Box 290  
3395 Cody Dr.  
Teton Village, WY 83025  
matt.mccreedy@jacksonhole.com

Hawks & Associates LC  
Christopher Hawks, P.C.  
199 East Pearl Avenue, Suite 103  
Jackson, WY 83001

To Owner

**SECTION 9. ATTORNEY'S FEES.** In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

**SECTION 10. CHOICE OF LAW, FORUM.** These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

**SECTION 11. SEVERABILITY.** Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said

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

→ Powderhorn Partners Real Estate Holdings LLC  
→ P.O. Box 11102  
→ Jackson, WY 83001  
→ Holland & Hart, LLP  
→ Matt Kim-Miller  
→ 25 South Willow Street, Suite 200  
→ Jackson, WY 83001  
→ Jackson Hole Mountain Resort Corporation  
→ Attn. Matt McCreedy  
P.O. Box 290  
→ 3395 Cody Dr.  
→ Teton Village, WY 83025  
→ matt.mccreedy@jacksonhole.com

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applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of [such document](#).

**SECTION 12. SECTION HEADINGS.** Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

**SECTION 13. WAIVER.** No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

**SECTION 14. INDEMNIFICATION.** [Owner](#) shall indemnify, defend, and hold the Housing Department and [insert the Town of Jackson or Teton County](#), and its directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for an owner's breach of any provision of these Special Restrictions. [Owner](#) waives any and all such claims against the Housing Department and [insert the Town of Jackson or Teton County](#).

**SECTION 15. SUCCESSORS AND ASSIGNS.** These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

**SECTION 14. CONSENT TO LEASE AND SUBLEASE.** The Town of Jackson, JTCHA and the Housing Department specifically consent to JHMR leasing from Powderhorn Partners Real Estate Holdings LLC ("PPRE"), pursuant to a single lease (the "Master Lease"), all of the Residential Units, whereby JHMR may then sublease (the "Residential Unit Leases") Residential Units to Qualified Households of which a member of the Household is an employee of JHMR or its affiliates, subject to these Special Restrictions. These Special Restrictions shall be binding on JHMR and any future master tenant who leases Residential Units, for employee housing or otherwise (collectively, a "Master Tenant"), as landlord under the Residential Unit Leases. These Special Restrictions herein shall not apply to the Master Lease between PPRE and JHMR and/or the rent payable by a future Master Tenant to a future landlord thereunder. These Special Restrictions shall also not apply to the one-bedroom manager's unit or the one-bedroom apartment which is identified as Unit BC.

**16. GOVERNMENTAL IMMUNITY.** Neither [insert the Town of Jackson or Teton County](#), JTCHA, nor the Housing Department waive governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. [Ann. § 1-39-104\(a\)](#) and any other applicable law.

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**SECTION 16. EMPLOYEE HOUSING CREDITS.** The FDP Approval allows JHMR to apply the Units toward future development requirements pursuant to this Special Restriction and the current LDRs. The Town of Jackson, the JTCHA and the Housing Department represent, warrant and acknowledge that the ninety-two (92) employee housing credits identified in the FDP Approval are owned by JHMR, are to be allocated in increments of 4 employee housing credits per Unit, and that the sale or transfer of ownership of the Land does not sever JHMR's ownership of the employee housing credits unless JHMR specifically consents thereto in writing. As of the date hereof, JHMR has not allocated any of the Units toward any employee housing obligation they may have and as of the recording of this instrument. Each Residential Unit counts as one (1) residential unit in the employee housing requirements with a maximum of four (4) credits allocated for each Unit that may be used toward JHMR future housing requirements. If an employee housing obligation requires fewer than four (4) bedrooms, the entire four (4) credits will be used and may not be held over for additional future requirements. If and when JHMR elects to allocate a Unit toward fulfilling any of its employee housing requirements, they shall do so by a separate recorded instrument (a sample of which is attached hereto as Exhibit A) identifying each such 1 Unit so allocated and identifying and confirming JHMR's then remaining unused employee housing credits, which shall be adjusted accordingly.

**SECTION 17. CHANGE OF OWNERSHIP OR MASTER TENANT.** In the event all or any portion of the Land or Units are sold to a third party not affiliated with the owner or leased to a new Master Tenant, the owner, within thirty (30) days of such event, shall provide written notice to the Town and the JTCHA. The written notice shall provide the name, address and telephone number of the new owner and/or Master Tenant and shall be delivered as provided in Section 6 hereof.

IN WITNESS WHEREOF, Owner has executed this instrument on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(the "Effective Date").

**OWNER:**

[Click here to enter name of LLC or other entity.](#)

[Click here to enter Name and Title of authorized signer.](#)

STATE OF WYOMING )

) ss.

COUNTY OF TETON )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the foregoing Special Restrictions for  
Employee Housing was acknowledged before me by [Click here to enter Name of signer.](#) as [Click  
here to enter title of signer.](#) of [Click here to enter name of entity.](#)

Witness my hand and official seal.

(Seal)

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

**INSERT THE TOWN OF JACKSON OR TETON COUNTY:**

[Insert name of Mayor or Chair, insert Mayor or Chair](#)

**ATTEST:**

[Insert name of Town or County Clerk, insert Town Clerk or County Clerk](#)

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Powderhorn Housing LLC,  
a Wyoming limited liability company,

Jerry M. Blann, President

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**Deleted:** Jerry M. Blann as President of Powderhorn Housing  
LLC, a Wyoming limited liability company

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Pete Muldoon, Mayor

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Sandy Birdyshaw,

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STATE OF WYOMING )  
 ) ss.  
COUNTY OF TETON )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the foregoing instrument was  
acknowledged before me by [insert name of Mayor or Chair as insert Mayor or Chair of insert the](#)  
Town of Jackson [or Teton County Board of County Commissioners, Wyoming.](#)

Witness my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public  
My commission expires:

**JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:**

\_\_\_\_\_  
[Insert name of Housing Manager.](#) Housing Manager

STATE OF WYOMING )  
 ) ss.  
COUNTY OF TETON )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the foregoing instrument was acknowledged  
before me by [Click here to enter name of Housing Manager.](#) as Housing Manager of the  
Jackson/The Town of Jackson Affordable Housing Department.

Witness my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public  
My commission expires:

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Exhibit A

Supplemental Restriction to Special Restrictions for Employee Housing at 655 Powderhorn Lane, Jackson, Wyoming

These Supplemental Restriction to Special Restrictions for Employee Housing at 655 Powderhorn Lane, Jackson, Wyoming ("Supplemental Restrictions") made by the Jackson Hole Mountain Resort Corporation, a Wyoming corporation ("JHMR") effective as of the , day of , 20 .

RECITALS

WHEREAS, JHMR owned and developed twenty-three (23) residential housing units on Lots 1, 2 and 3 of the Powderhorn Addition to the Town of Jackson according to that plat recorded in the Office of the Teton County Clerk, Teton County, Wyoming, on November 10, 2016 as Plat No. 1365 (the "Property") and

WHEREAS, JHMR, the Town of Jackson, Wyoming and the Jackson/Teton County Housing Authority are party to Special Restrictions for Employee Housing at 655 Powderhorn Lane, Jackson, Wyoming, 83001, which were recorded in the Office of Teton County Clerk on [DATE], in Book of Photo at Pages to , as Document No. (the "Special Restrictions"); and

WHEREAS, pursuant to the Final Development Permit Approval for 655 Powderhorn Lane (Permit Nos. P13-024, 025, 026), JHMR has the right to dedicate Residential Units (as defined in the Special Restrictions) to JHMR's future employee housing requirements; and

WHEREAS, pursuant to the Special Restrictions, when JHMR dedicates a Residential Unit to a JHMR employee housing requirement; JHMR is obligated to record these Special Restrictions identifying the Residential Units so encumbered and identifying the allocation of JHMR's employee housing credits; and

NOW THEREFORE, JHMR hereby declares as follows:

Residential Unit No. of Building No. , located on Lot of the Powderhorn Addition to the Town of Jackson according to that plat recorded in the Office of the Teton County Clerk, Teton County, Wyoming, on November 10, 2016 as Plat No. 1365 is hereby dedicated to satisfy units of JHMR employee housing obligation arising out of Town of Jackson or Teton County Development Permit No. .

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Following recordation of these Supplemental Restrictions, JHMR shall have  
Residential Units remaining at the Property that shall be available to JHMR to satisfy  
future JHMR employee housing requirements.

**JHMR:**

Jackson Hole Mountain Resort Corporation, a  
Wyoming corporation.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_) ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the foregoing Supplemental  
Restrictions were acknowledged before me by \_\_\_\_\_ as  
\_\_\_\_\_ of Jackson Hole Mountain Resort Corporation, a Wyoming  
corporation.

Witness my hand and official seal.

\_\_\_\_\_(Seal)

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

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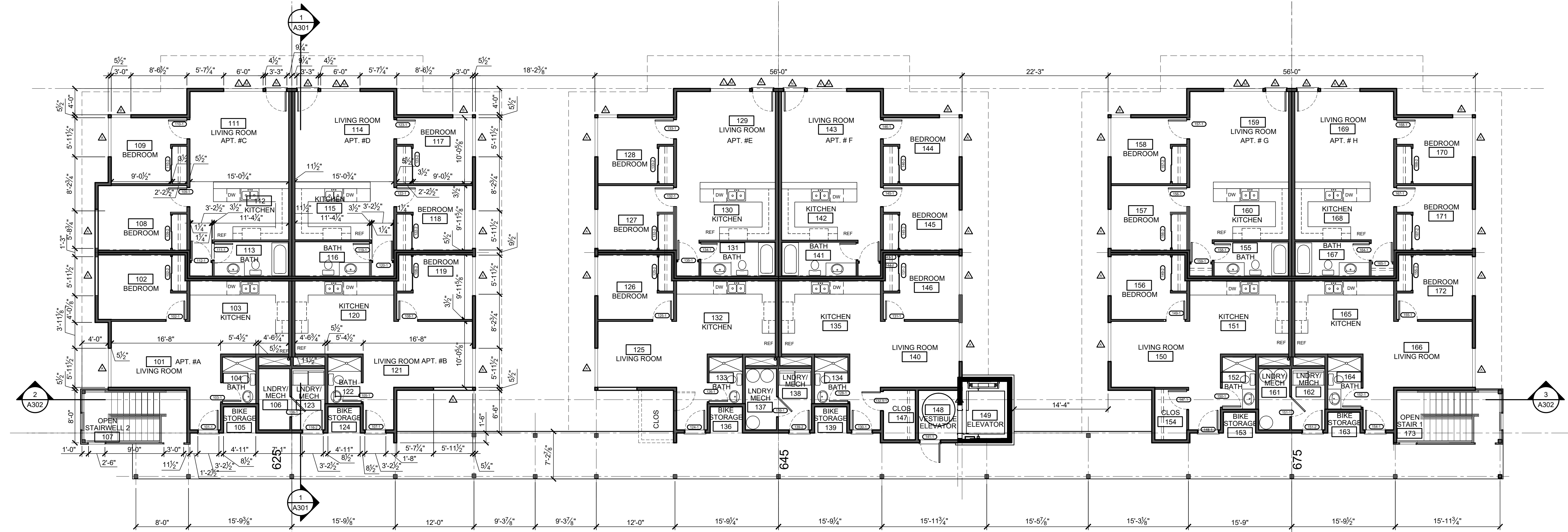
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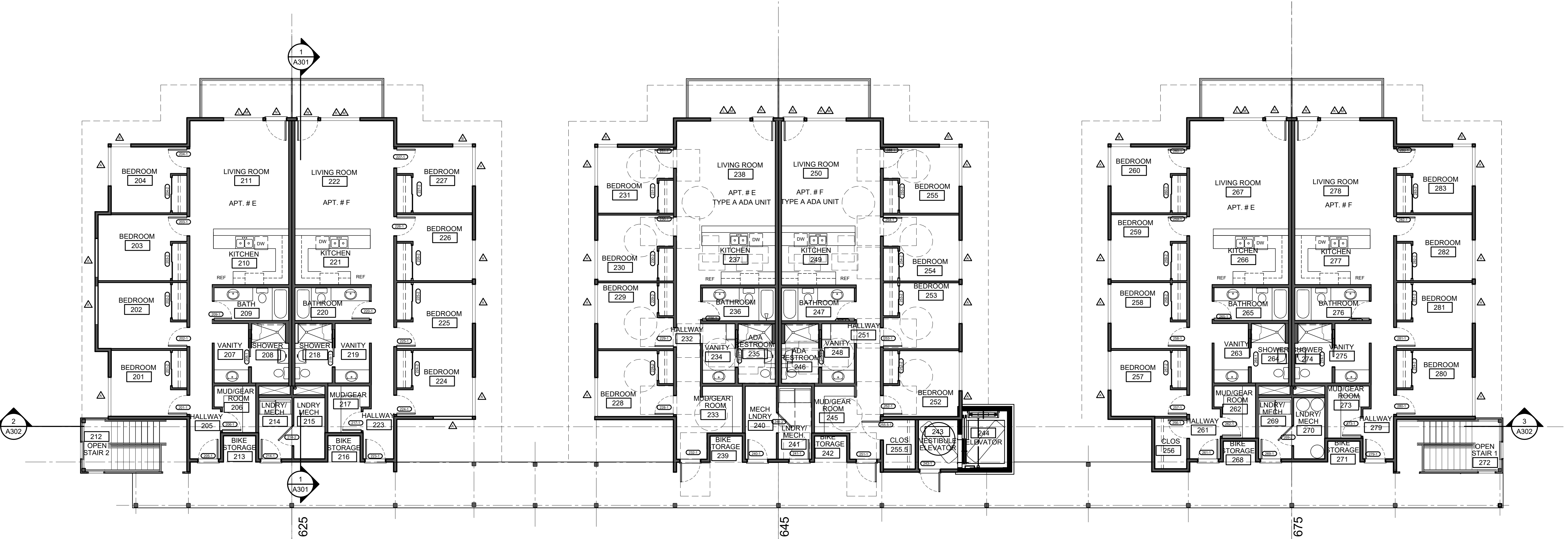
## Appendix D

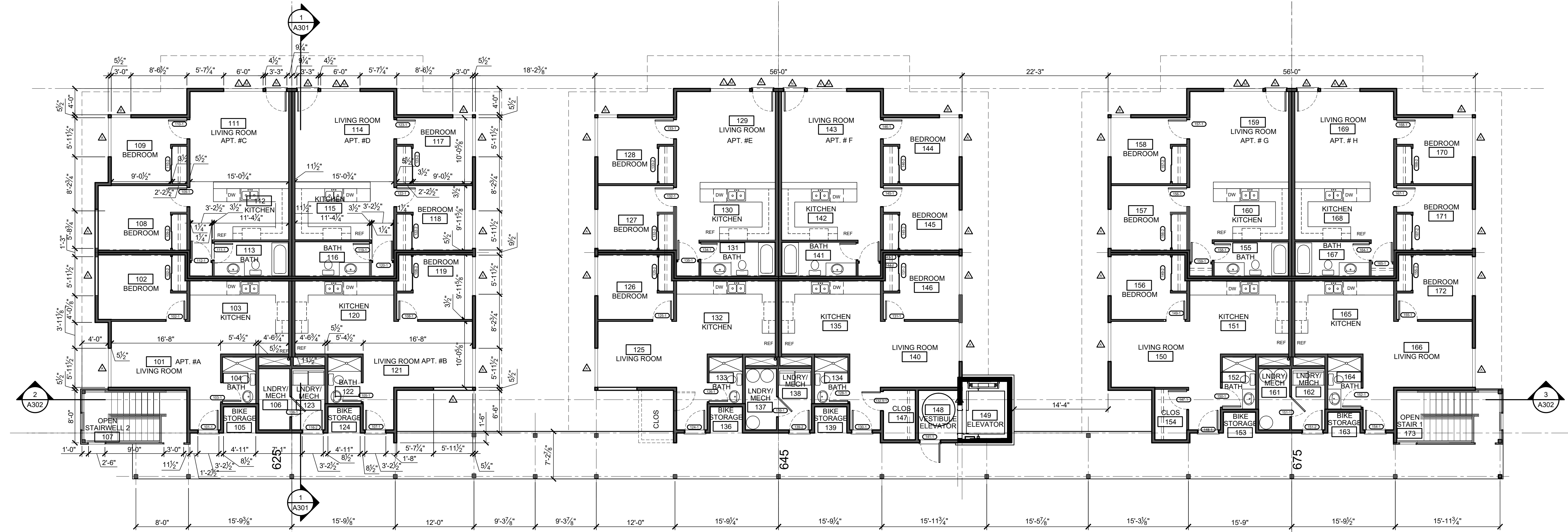
Building Elevations  
Floor Plans  
Images of Buildings  
Exterior Building Lighting



Building 625,645,675 Phase 2  
Main Level Floor Plan

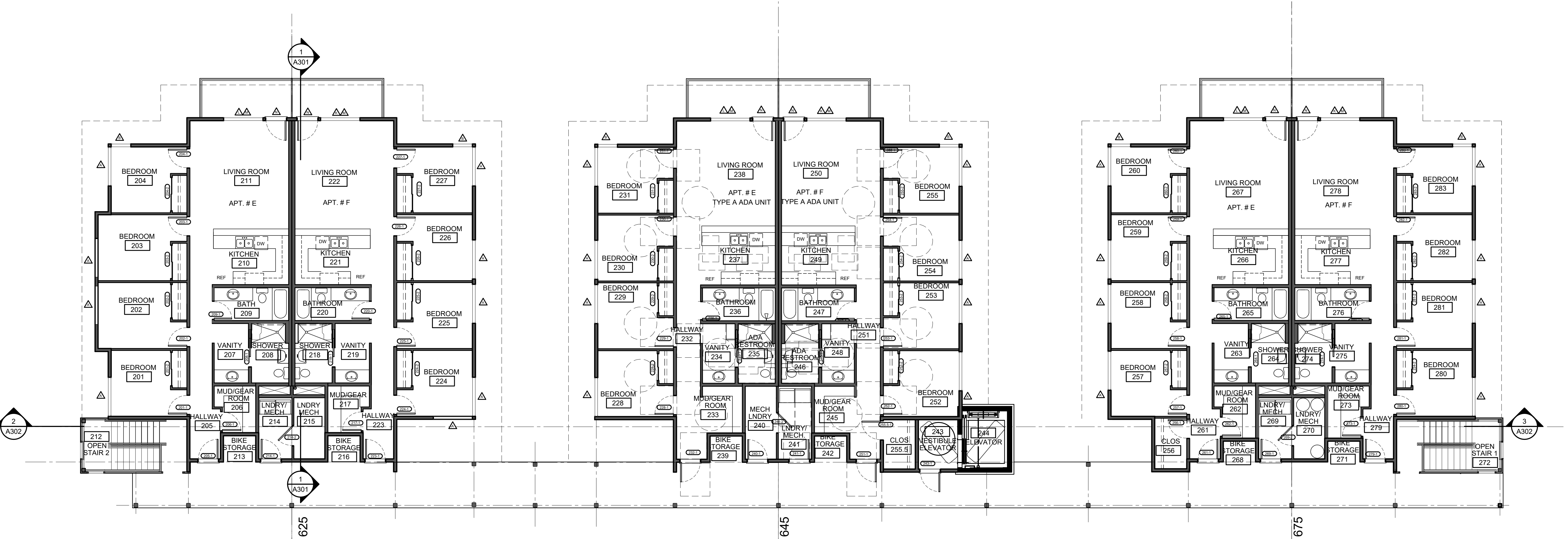
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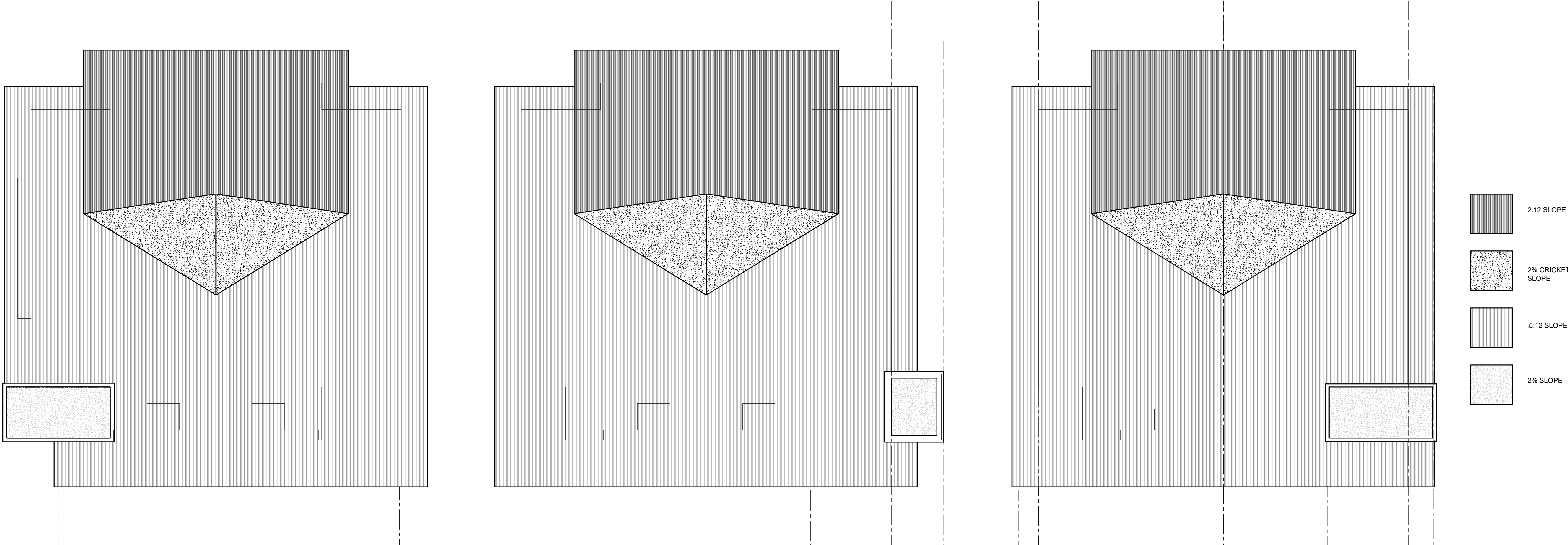


Building 625,645,675 Phase 2  
Main Level Floor Plan

1/8"=1'-0"



EXTERIOR MATERIAL SCHEDULE	
MATERIAL	DESCRIPTION
1. FIBER CEMENT PANELS (HORIZONTAL)	FIBER CEMENT BOARD 2X5 PANELS APPLIED IN A HORIZONTAL RUNNING BOND PATTERN. PROVIDE 3/4" MIN. RAIN SCREEN PER MANUF. GUIDELINES.
2. FIBER CEMENT PANELS (VERTICAL)	FIBER CEMENT BOARD 2X5 PANELS APPLIED IN A VERTICAL RUNNING BOND PATTERN. PROVIDE 3/4" MIN. RAIN SCREEN PER MANUF. GUIDELINES.
3. CORRUGATED METAL	RUSTED CORRUGATED METAL SIDING.
4. METAL FLASHING	INSTALL PAINT-LOCK METAL FLASHING AT LOCATIONS SHOWN IN ARCHITECTURAL DETAILS AND DICTATED BY GOOD CONSTRUCTION PRACTICE. ALL EXPOSED FLASHING TO BE PAINT-LOCK METAL. ROOF FLASHING COMPONENTS ( ENDWALLS AND ROOF PITCH TRANSITIONS) TO BE 20 OZ. CURB AND SIDEWALL FLASHING TO EXTEND A MINIMUM OF 8" UP SIDE OF WALL AND 4" OVER ROOFING. OTHER FLASHING COMPONENTS, SUCH AS DRIP CAPS, PARAPET COPING, & SIDINGS TO TRIM CONNECTIONS TO BE 16 OZ WITH 1/2" HEM AT EXPOSED BOTTOM EDGE. ALL FLASHING TO FOLLOW GUIDELINES REFERENCED IN THE "SMACNA" MANUAL. MATCH METAL FLASHING COLOR WITH ABUTTING MATERIAL'S COLOR. VERIFY COLORS WITH ARCHITECT/OWNER.
5. ROOFING	SEE ROOFING SCHEDULE.
6. ROOF FASCIA	FIBER CEMENT BOARD FASCIA TRIM. COLOR TBD & TO BE OWNER/ARCHITECT APPROVED.
7. EXPOSED DECK STRUCTURE	STEEL & WOOD BEAMS & COLUMNS. SEE STRUCT.
8. GUARDRAILS	SEE STRUCTURAL & ARCHITECTURAL DRAWINGS FOR SIZES. PRIMED AND PAINTED. COLOR TBD. PROVIDE SAMPLES FOR OWNER/ARCHITECT APPROVAL.
9. WINDOWS	FIBERGLASS WINDOWS. SEE WINDOW SCHED.
10. WINDOW/DOOR TRIM	5/4 FIBER CEMENT BOARD TRIM. PLACE ON EDGE AROUND WINDOWS & DOORS. COLOR TBD & TO BE OWNER/ARCHITECT APPROVED.
11. DECKING	2X COMPOSITE DECKING. COLOR TO BE GRAY. INSTALL WITH (2) NON-CORROSIVE SCREWS PER BOARD PER JOIST. GAP 1/8" BETWEEN BOARDS.
12. CONCRETE PATIO/STAIRS	BROOMED FINISH. SEE STRUCTURAL
13. EXPOSED METAL DECKING	SEE STRUCT.
14. CONCRETE FOUNDATION	SEE STRUCTURAL DRAWINGS FOR FOUNDATION DETAILS.
15. EXTERIOR LIGHTING	EXTERIOR WALL SCONCE TBD BY OWNER. ALL EXTERIOR LIGHTING SHALL COMPLY WITH TOWN OF JACKSON LDRs.
16. ROOF PENETRATIONS	SEE ROOFING SCHEDULE.
17. SOFFIT	FIBER CEMENT BOARD SMOOTH SOFFIT. COLOR TBD & TO BE OWNER/ARCHITECT APPROVED.
18. UTILITY METER & ENTRY BOX	BUILD HOUSING W/ PAIR OF DOORS AROUND ELECTRICAL METER & ENTRY. SEE ELEVS. & DOOR SCHED.
19. WINDOW CLADDING TRIM	16 OZ PAINT LOCK METAL TO MATCH WINDOW COLOR.
20. MECHANICAL GRILLE	SEE MECH.
NOTES	1. ALL EXTERIOR COLORS TO BE APPROVED BY OWNER & ARCHITECT PRIOR TO APPLICATION/INSTALLATION. 2. MATERIALS SAMPLES/CUT SHEETS SHALL BE PROVIDED UPON REQUEST.



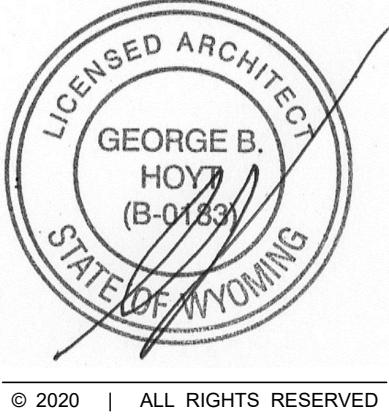
1  
A105

Building 625, 645, 675  
ROOF PLAN

1/8"=1'-0"

NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

625, POWDERHORN LN  
JACKSON WYOMING



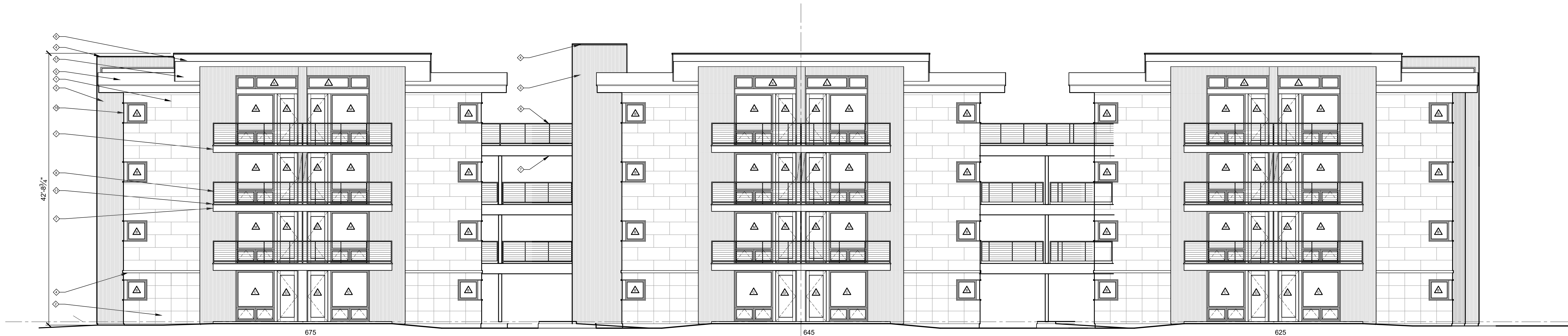
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BUILDINGS 625,645,675  
ROOF  
PLAN

JHMR EMPLOYEE HOUSING

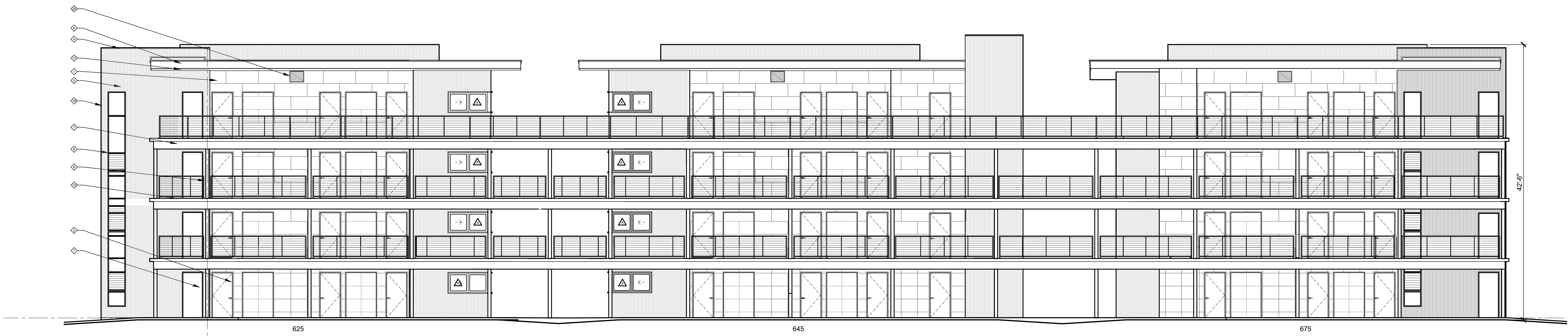


Building 625,645,675  
East Elevation

1  
A201  
1/8"=1'-0"

EXTERIOR MATERIAL SCHEDULE	
MATERIAL	DESCRIPTION
1. FIBER CEMENT PANELS (HORIZONTAL)	FIBER CEMENT BOARD 2'X8' PANELS APPLIED IN A HORIZONTAL RUNNING BOND PATTERN. PROVIDE 3/4" MIN. RAIN SCREEN PER MANUF. GUIDELINES.
2. FIBER CEMENT PANELS (VERTICAL)	FIBER CEMENT BOARD 2'X8' PANELS APPLIED IN A VERTICAL RUNNING BOND PATTERN. PROVIDE 3/4" MIN. RAIN SCREEN PER MANUF. GUIDELINES.
3. CORRUGATED METAL	RUSTED CORRUGATED METAL SIDING.
4. METAL FLASHING	INSTALL PAINT-LOCK METAL FLASHING AT LOCATIONS SHOWN IN ARCHITECTURAL DETAILS AND DICTATED BY GOOD CONSTRUCTION PRACTICE. ALL EXPOSED FLASHING TO BE PAINT-LOCK METAL. ROOF FLASHING COMPONENTS (ENDWALLS AND ROOF PITCH TRANSITIONS) TO BE 20 OZ. CURB AND SIDEWALL FLASHING TO EXTEND A MINIMUM OF 8" UP SIDE OF WALL AND 4" OVER ROOFING. OTHER FLASHING COMPONENTS, SUCH AS DRIP CAPS, PARAPET COPING, & SIDING TO TRIM CONNECTIONS TO BE 16 OZ WITH 1/2" HEM AT EXPOSED BOTTOM EDGE. ALL FLASHING TO FOLLOW GUIDELINES REFERENCED IN THE "SMACNA" MANUAL. MATCH METAL FLASHING COLOR WITH ABUTTING MATERIAL'S COLOR. VERIFY COLORS WITH ARCHITECT/OWNER.
5. ROOFING	SEE ROOFING SCHEDULE.
6. ROOF FASCIA	FIBER CEMENT BOARD FASCIA TRIM. COLOR TBD & TO BE OWNER/ARCHITECT APPROVED.
7. EXPOSED DECK STRUCTURE	STEEL & WOOD BEAMS & COLUMNS. SEE STRUCT.
8. GUARDRAILS	SEE STRUCTURAL & ARCHITECTURAL DRAWINGS FOR SIZES. PRIMED AND PAINTED. COLOR TBD. PROVIDE SAMPLES FOR OWNER/ARCHITECT APPROVAL.
9. WINDOWS	FIBERGLASS WINDOWS. SEE WINDOW SCHED.

10. WINDOW/DOOR TRIM	5/4 FIBER CEMENT BOARD TRIM. PLACE ON EDGE AROUND WINDOWS & DOORS. COLOR TBD & TO BE OWNER/ARCHITECT APPROVED.
11. DECKING	2X COMPOSITE DECKING. COLOR TO BE GRAY. INSTALL WITH (2) NON-CORROSIVE SCREWS PER BOARD PER JOIST. GAP 1/8" BETWEEN BOARDS.
12. CONCRETE PATIO/STAIRS	BROOMED FINISH. SEE STRUCTURAL.
13. EXPOSED METAL DECKING	SEE STRUCT.
14. CONCRETE FOUNDATION	SEE STRUCTURAL DRAWINGS FOR FOUNDATION DETAILS.
15. EXTERIOR LIGHTING	EXTERIOR WALL SCONCE TBD BY OWNER. ALL EXTERIOR LIGHTING SHALL COMPLY WITH TOWN OF JACKSON LDRs.
16. ROOF PENETRATIONS	SEE ROOFING SCHEDULE.
17. SOFFIT	FIBER CEMENT BOARD SMOOTH SOFFIT. COLOR TBD & TO BE OWNER/ARCHITECT APPROVED.
18. UTILITY METER & ENTRY BOX	BUILD HOUSING W/ PAIR OF DOORS AROUND ELECTRICAL METER & ENTRY. SEE ELEVS. & DOOR SCHED.
19. WINDOW CLADDING TRIM	16 OZ PAINT LOCK METAL TO MATCH WINDOW COLOR.
20. MECHANICAL GRILLE	SEE MECH.
NOTES	1. ALL EXTERIOR COLORS TO BE APPROVED BY OWNER & ARCHITECT PRIOR TO APPLICATION/INSTALLATION. 2. MATERIAL SAMPLES/CUT SHEETS SHALL BE PROVIDED UPON REQUEST.

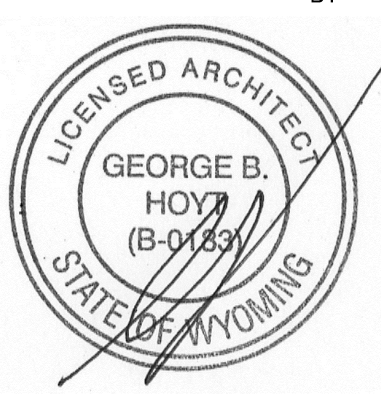


Building 625, 645, 675  
West Elevation

2  
A201  
1/8"=1'-0"

NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

625, POWDERHORN LN  
JACKSON WYOMING  
JHMR EMPLOYEE HOUSING

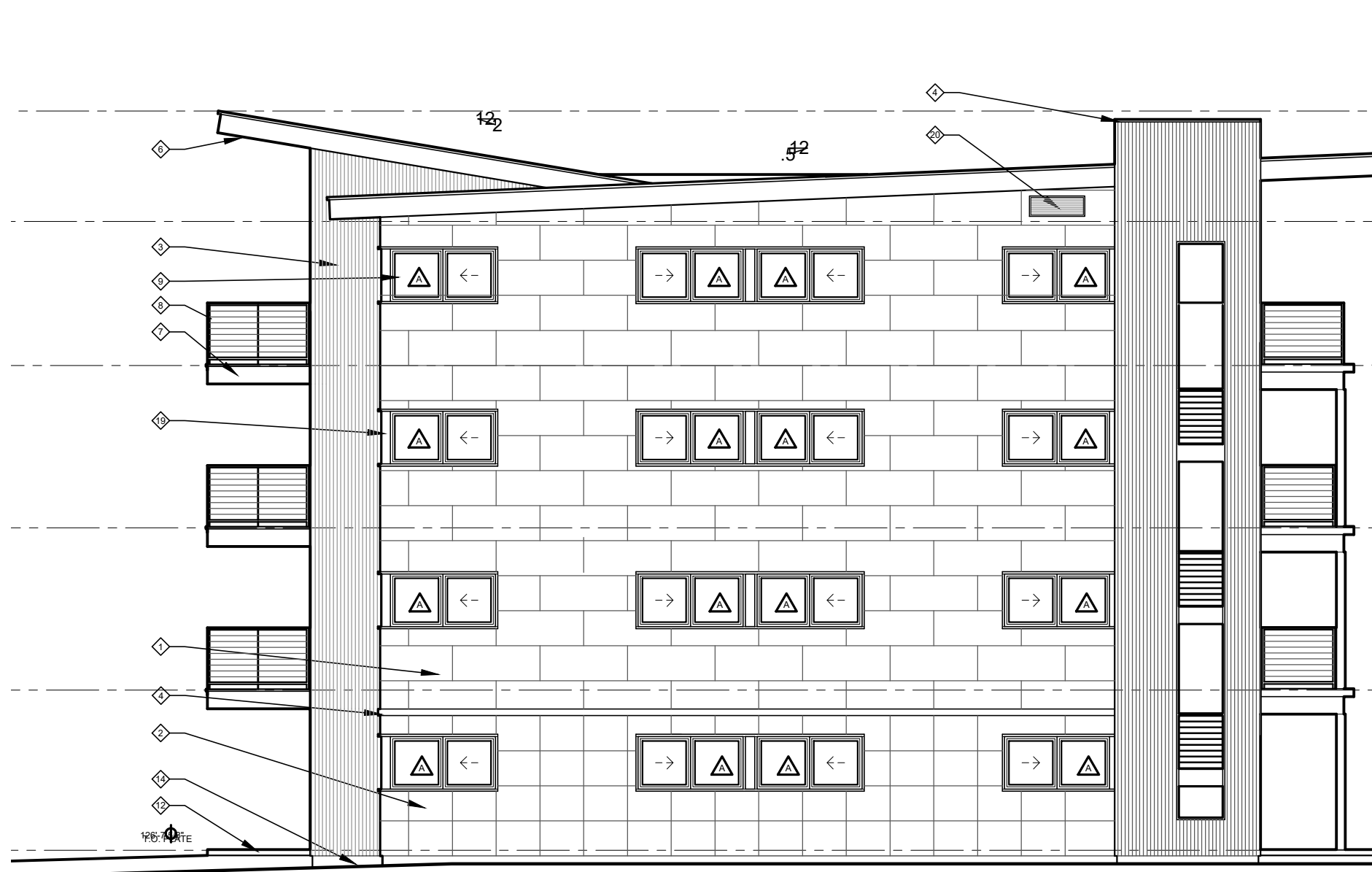


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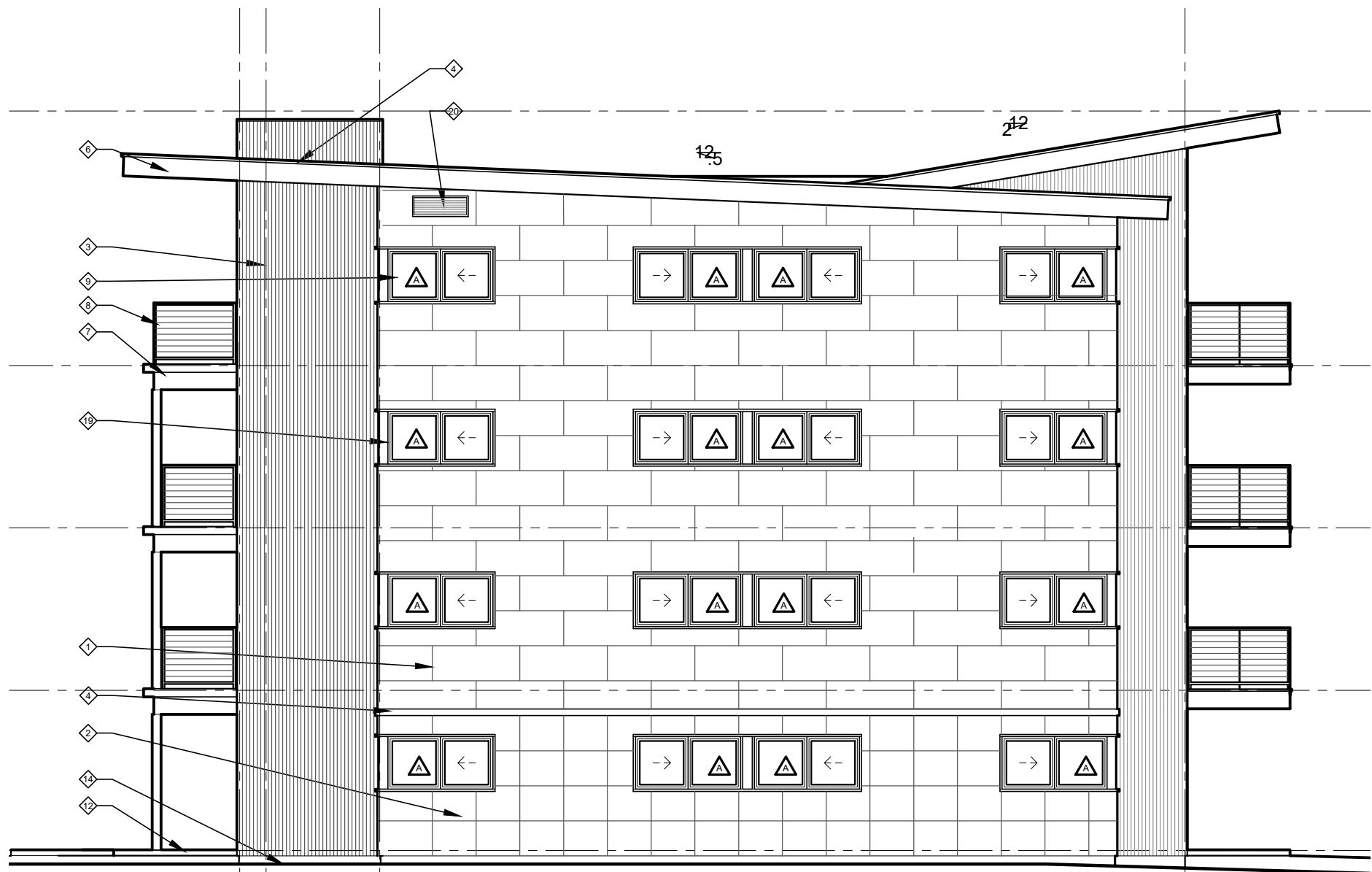
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REVISIONS

BUILDING 625, 645, 675  
EXTERIOR  
ELEVATIONS

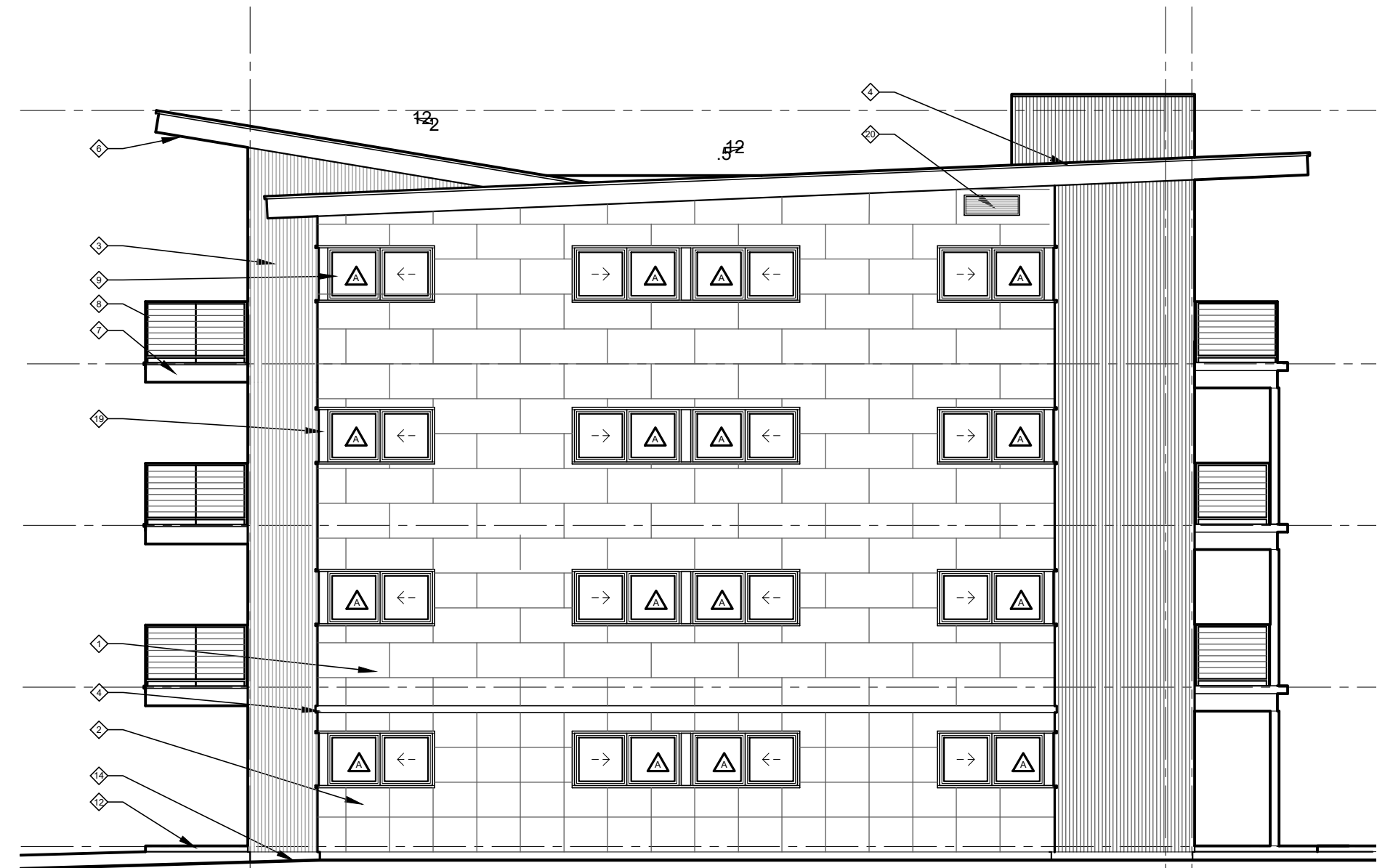
A201



5  
A202  
Building 625  
North Elevation  
1/8"=1'-0"



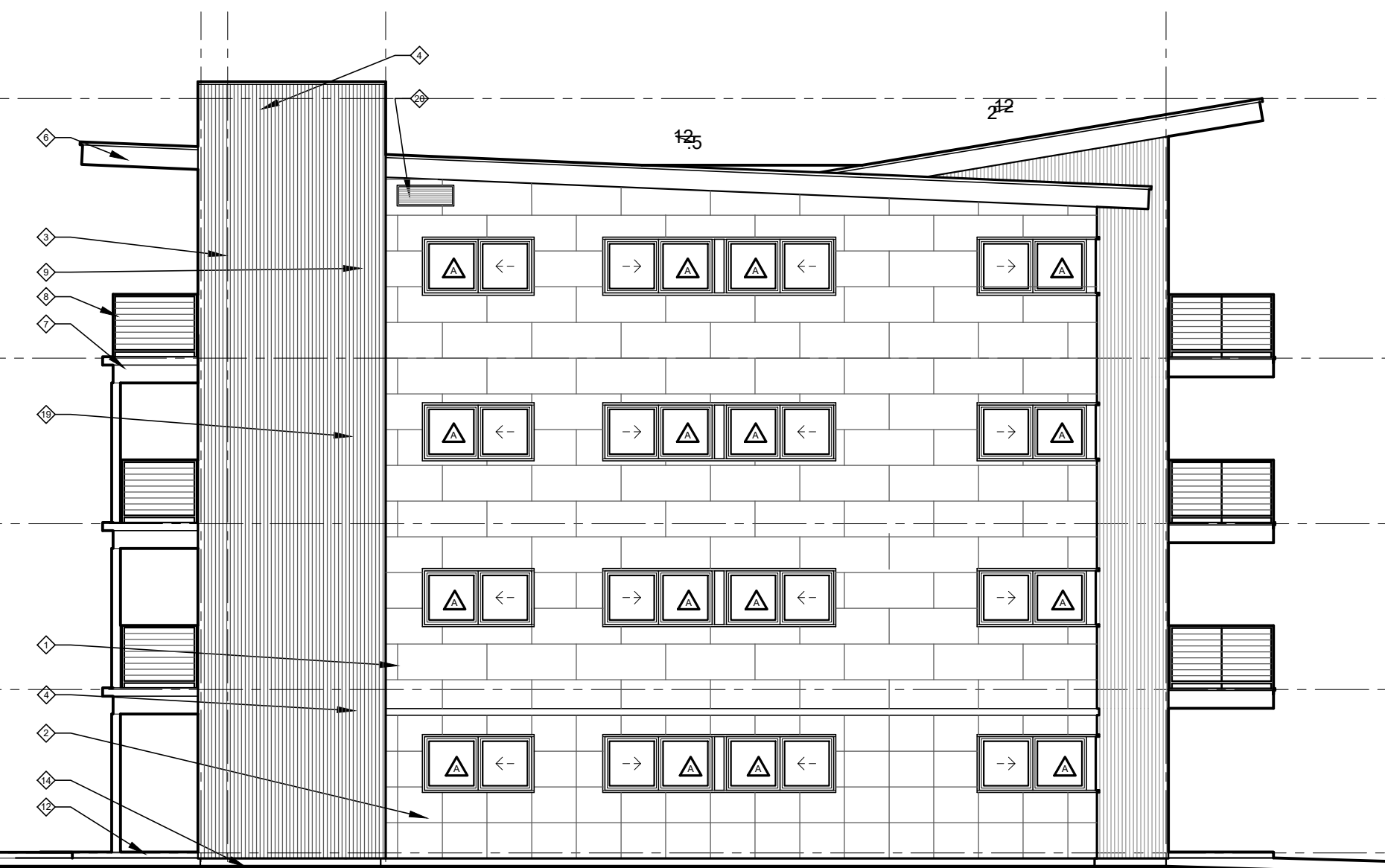
3  
A202  
Building 625  
South Elevation  
1/8"=1'-0"



1  
A202  
Building 645  
North Elevation  
1/8"=1'-0"

EXTERIOR MATERIAL SCHEDULE	
MATERIAL	DESCRIPTION
1. FIBER CEMENT PANELS (HORIZONTAL)	FIBER CEMENT BOARD 2'X8' PANELS APPLIED IN A HORIZONTAL RUNNING BOND PATTERN. PROVIDE 3/4" MIN. RAIN SCREEN PER MANUF. GUIDELINES.
2. FIBER CEMENT PANELS (VERTICAL)	FIBER CEMENT BOARD 2'X8' PANELS APPLIED IN A VERTICAL RUNNING BOND PATTERN. PROVIDE 3/4" MIN. RAIN SCREEN PER MANUF. GUIDELINES.
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4. METAL FLASHING	INSTALL PAINT-LOCK METAL FLASHING AT LOCATIONS SHOWN IN ARCHITECTURAL DETAILS AND DICTATED BY GOOD CONSTRUCTION PRACTICE. ALL EXPOSED FLASHING TO BE PAINT-LOCK METAL. ROOF FLASHING COMPONENTS (ENDWALLS AND ROOF PITCH TRANSITIONS) TO BE 20 OZ CURB AND SIDEWALL FLASHING TO EXTEND A MINIMUM OF 8" UP SIDE OF WALL AND 4" OVER ROOFING. OTHER FLASHING COMPONENTS, SUCH AS DRIP CAPS, PARAPET COPING, & SIDING TO TRIM CONNECTIONS TO BE 16 OZ WITH 1/2" HEN AT EXPOSED BOTTOM EDGE. ALL FLASHING TO FOLLOW GUIDELINES REFERENCED IN THE "SMACNA" MANUAL. MATCH METAL FLASHING COLOR WITH ADJUTING MATERIAL'S COLOR. VERIFY COLORS WITH ARCHITECT/OWNER.
5. ROOFING	SEE ROOFING SCHEDULE.
6. ROOF FASCIA	FIBER CEMENT BOARD FASCIA TRIM. COLOR TBD & TO BE OWNER/ARCHITECT APPROVED.
7. EXPOSED DECK STRUCTURE	STEEL & WOOD BEAMS & COLUMNS. SEE STRUCT.
8. GUARDRAILS	SEE STRUCTURAL & ARCHITECTURAL DRAWINGS FOR SIZES. PRIME AND PAINTED. COLOR TBD. PROVIDE SAMPLES FOR OWNER/ARCHITECT APPROVAL.
9. WINDOWS	FIBERGLASS WINDOWS. SEE WINDOW SCHED.

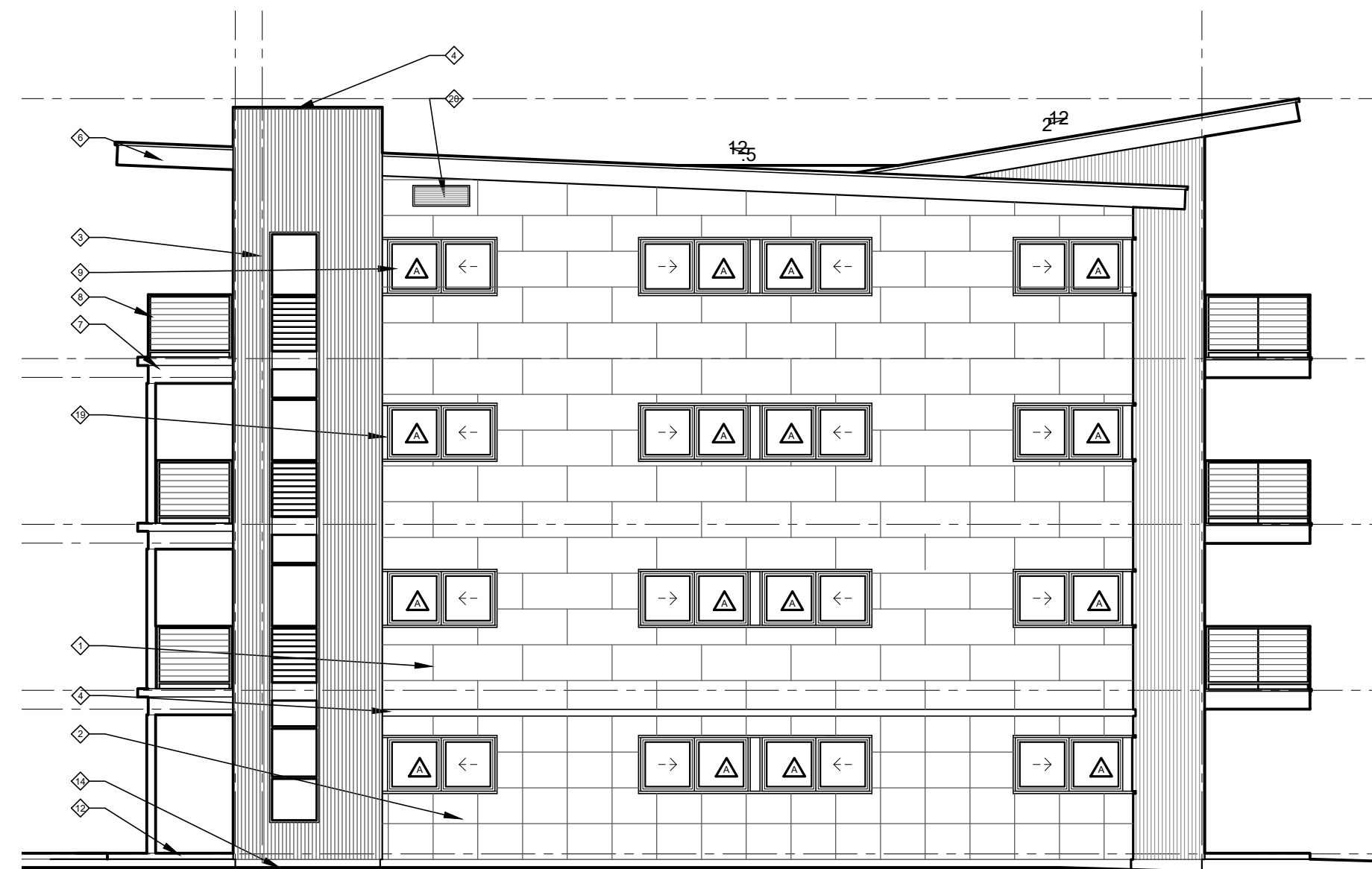
10. WINDOW/DOOR TRIM	5/4 FIBER CEMENT BOARD TRIM. PLACE ON EDGE AROUND WINDOWS & DOORS. COLOR TBD & TO BE OWNER/ARCHITECT APPROVED.
11. DECKING	2X COMPOSITE DECKING. COLOR TO BE GRAY. INSTALL WITH (2) NON-CORROSIVE SCREWS PER BOARD PER JOIST. GAP 1/8" BETWEEN BOARDS.
12. CONCRETE PATIO/STAIRS	BROOMED FINISH. SEE STRUCTURAL.
13. EXPOSED METAL DECKING	SEE STRUCT.
14. CONCRETE FOUNDATION	SEE STRUCTURAL DRAWINGS FOR FOUNDATION DETAILS.
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16. ROOF PENETRATIONS	SEE ROOFING SCHEDULE.
17. SOFFIT	FIBER CEMENT BOARD SMOOTH SOFFIT. COLOR TBD & TO BE OWNER/ARCHITECT APPROVED.
18. UTILITY METER & ENTRY BOX	BUILD HOUSING W/ PAIR OF DOORS AROUND ELECTRICAL METER & ENTRY. SEE ELEV. & DOOR SCHED.
19. WINDOW CLADDING TRIM	16 OZ PAINT LOCK METAL TO MATCH WINDOW COLOR.
20. MECHANICAL GRILLE	SEE MECH.
NOTES	1. ALL EXTERIOR COLORS TO BE APPROVED BY OWNER & ARCHITECT PRIOR TO APPLICATION/INSTALLATION. 2. MATERIALS SAMPLES/CUT SHEETS SHALL BE PROVIDED UPON REQUEST.



6  
A202  
Building 645  
South Elevation  
1/8"=1'-0"



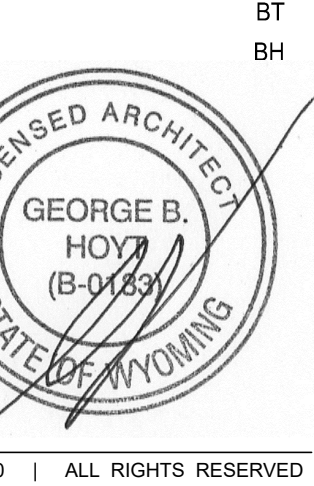
4  
A202  
Building 675  
North Elevation  
1/8"=1'-0"



3  
A202  
Building 675  
South Elevation  
1/8"=1'-0"

NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

625, POWDERHORN LN  
JACKSON WYOMING  
JHMR EMPLOYEE HOUSING



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BUILDINGS 625,645,675  
EXTERIOR  
ELEVATIONS

A202



12, 18 and 26 Watt SLIM wall packs are ultra efficient and deliver impressive light distribution with a compact low-profile design that's super easy to install as a downlight or uplight.

Color: Bronze

Weight: 4.5 lbs

Project:

Type:

Prepared By:

Date:

#### Driver Info

Type	Constant Current
120V	0.12A
208V	0.08A
240V	0.07A
277V	0.06A
Input Watts	15.70W
Efficiency	76%

#### LED Info

Watts	12W
Color Temp	5100K (Cool)
Color Accuracy	75 CRI
L70 Lifespan	100,000
Lumens	1,932
Efficacy	123.1 LPW

## Technical Specifications

### Listings

#### UL Listed:

Suitable for wet locations. Suitable for mounting within 1.2m (4ft) of the ground.

#### ADA Compliant:

SLIM™ is ADA Compliant

#### IESNA LM-79 & LM-80 Testing:

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

#### DLC Listed:

This product is listed by Design Lights Consortium (DLC) as an ultra-efficient premium product that qualifies for the highest tier of rebates from DLC Member Utilities. DLC Product Code: PMV178BC

### Construction

#### IP Rating:

Ingress Protection rating of IP66 for dust and water

#### Cold Weather Starting:

Minimum starting temperature is -40°C (-40°F)

#### Maximum Ambient Temperature:

Suitable for use in 40°C (104°F)

#### Housing:

Precision die-cast aluminum housing

#### Mounting:

Heavy-duty mounting bracket with hinged housing for easy installation

#### Recommended Mounting Height:

Up to 8 ft

#### Lens:

Tempered glass lens

#### Reflector:

Specular thermoplastic

#### Gaskets:

High-temperature silicone

#### Finish:

Formulated for high durability and long-lasting color

#### Green Technology:

Mercury and UV free. RoHS-compliant components.

### LED Characteristics

#### LED:

Multi-chip, long-life LED

#### Lifespan:

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations

#### Color Consistency:

7-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color

#### Color Stability:

LED color temperature is warranted to shift no more than 200K in CCT over a 5-year period

#### Color Uniformity:

RAB's range of CCT (Correlated Color Temperature) follows the guidelines for the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

## Technical Specifications (continued)

### Other

#### Patents:

The design of the SLIM™ is protected by patents in U.S. Pat D681,864, and pending patents in Canada, China, Taiwan and Mexico.

#### HID Replacement Range:

Replaces 70W Metal Halide

#### Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish. RAB's warranty is subject to all terms and conditions found at [rablighting.com/warranty](http://rablighting.com/warranty).

### Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

### Optical

#### BUG Rating:

B1 U1 G0

### Electrical

#### Driver:

Constant Current, Class 2, 100-277V, 50/60 Hz., 4KV surge protection, 120V: 0.14A, 208V: 0.08A, 240V: 0.07A, 277V: 0.06A

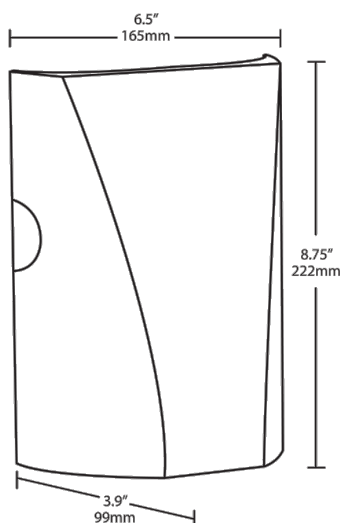
### THD:

7.7% at 120V, 13.3% at 277V

### Power Factor:

99.4% at 120V, 95.4% at 277V

## Dimensions



## Features

- Full cutoff, fully shielded LED wall pack
- Can be used as a downlight or uplight
- Contractor friendly features for easy installation
- 100,000-hour LED Life
- 5-Year, No-Compromise Warranty

## Ordering Matrix

Family	Wattage	Color Temp	Finish	Driver	Options
SLIM	12				
	12 = 12W 18 = 18W 26 = 26W	Blank = 5000K (Cool) N = 4000K (Neutral) Y = 3000K (Warm)	Blank = Bronze W = White	Blank = Standard (120-277V) /D10 = Dimmable	Blank = No Option /PC = 120V Button /PC2 = 277V Button /LC = Lightcloud® Controller



