



# TOWN OF JACKSON PLANNING & BUILDING DEPARTMENT

## TRANSMITTAL MEMO

### Town of Jackson

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

### Joint Town/County

- ☒ Parks and Recreation
- ☒ Pathways
- ☒ Joint Housing Dept

### Teton County

- ☐ Planning Division

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

### State of Wyoming

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

### Federal Agencies

- ☐ Army Corp of Engineers

### Utility Providers

- ☐ Qwest
- ☐ Lower Valley Energy
- ☐ Bresnan Communications

### Special Districts

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

Date: October 7, 2020	<b>REQUESTS:</b>  The applicant is submitting a request for a Sketch Plan and Basic Use Permit at the property located at 1675 Berger Lane, legally known as LOT 4, M-B SUBDIVISION LEASED BY MOUNTAIN BELL.  For questions, please call Tyler Valentine at 733-0440, x1305 or email to the address shown below. Thank you.
Item #: P20-185	
Planner: Tyler Valentine  Phone: 733-0440 ext. 1305  Email: tvalentine@jacksonwy.gov	
<b>Owner</b> Hoke & Co PO Box 130 Wilson, WY 83014  <b>Applicant:</b> Berlin Architects – Scott Zabriskie PO Box 4119 Jackson, WY 83001	
<b>Please respond by:</b> <b>October 21, 2020 (Sufficiency)</b> <b>October 28, 2020 (with Comments)</b>	

**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

HONE = CO. A 124 LL "Owner" whose address is: Box 130  
WINSTON, WY. 83014  
(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

HONE = CO, as the owner of property  
more specifically legally described as: LOT 4 A-B SUBDIVISION  
PEN PAST 375 - AKA 1625 ELEGANT LK

(If too lengthy, attach description)

HEREBY AUTHORIZES BERLIN ARCHITECTS

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

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

OWNER:

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: MANAGING PARTNER.

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

STATE OF Wyoming )  
COUNTY OF Teton )SS.

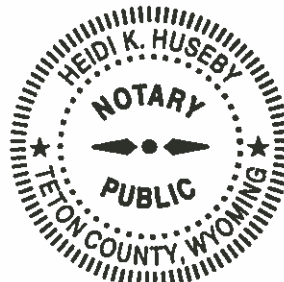
The foregoing instrument was acknowledged before me by Bland Hone this 22 day of August, 2019.

WITNESS my hand and official seal.

Heidi K. Huseby  
(Notary Public)

My commission expires: 7/1/21

(Seal)







Fencing Height (max) –  
Street yard 4',  
Side or Rear yard 6'

Need planning department interpretation on height  
in west setback. Will comply with requirements.

Exterior Lighting Standards

Will comply – request to defer until final  
development plan submittal.

Steep Slope Standards

Not applicable

Signs

Defer until building permit submittal

Parking Requirement:  
1 per 1000sf + 1 per company vehicle  
1 disability spaces / 25  
Shared parking with Housing – 100%

Phase 1 (32 spaces) Phase 2 (35 spaces)  
2 disability spaces  
100% shared parking between uses

## 1675 Berger Road – Sketch Plan Project Narrative

### **Description and Phasing**

The 1.386 acre Business Park zoned site currently is occupied by an existing 12,096 sf single story lease building (light industrial use) dating from circa 1975.

The new development program is for a 2 phased implementation of additional light industrial use lease space, along with required affordable housing. Pre-application meeting (10/10/2019) and Neighborhood meeting (5/3/2020) were previously completed. This Sketch Plan review will be concurrent with DRC review and followed by Development Plan review, Grading Permit pre-application, and finally Building and Grading Permit applications.

An FAR of .41 allows for 24,753 sf of area on site (excluding affordable housing). Upon completing Phase 1, the FAR will be approximately .40. Phase 2 will achieve the full build-out of .41 allowed.

Phase 1 will include the addition of one new lease building (light industrial use) of 11,993 sf, and one new affordable housing building of 2,668 sf. The new lease building is currently planned to be able to accommodate 6 independent tenant spaces of approximately 1999 sf each. While the shell of the building will remain substantially unchanged, it is possible that minor adjustments to reduce door opening, etc. may be necessary. Depending on timing for identifying tenants, any necessary changes will be implemented along the way as is appropriate and manageable within the approval process. The existing lease building will be preserved and operated as-is until phase 2 occurs. At completion of phase 1, the combined area of existing and new light industrial use space will be 24,089 sf.

Phase 2 will involve demolition of the existing 12,096 lease building (light industrial use), to be replaced with a slightly larger new lease building (light industrial use) of 12,760 sf. At completion of phase 2, the total area of light industrial use space will be 24,753 sf.

The phasing time-line is anticipated as follows:

Achieve Final Development Plan Approval by Spring of 2022.

Obtain building permit and commence phase 1 construction by early Spring of 2023.

Phase 1 Construction Complete in Summer of 2024.

Anticipate Phase 2 building permit and Construction to commence in Spring of 2025.

### **Fire Protection**

Both non-residential buildings will be fully fire sprinklered as required. The decision on fire sprinklering the residential building will be determined for final development plan, based on further analysis of cost and constructability.

## **Access**

Primary vehicular access from Berger Road is proposed. A 62' semi-trailer truck loading location is shown on site adjacent to Berger Road. Curb cuts are designed within the allowed 40% curb cut allowance.

An existing but gated vehicle access does exist onto Gregory lane in the location where the site plan now proposes a vehicular single-lane exit-only access. This will facilitate good traffic flow on site for any oversized vehicles and is also preferred by the fire marshal to facilitate fire truck access and movement on site. The secondary exit improves safety. The exit lane will be signed "exit-only". Access from Gregory Lane is in compliance with the LDR's. Section 7.6.2.C.2 states that "Non-residential uses shall be permitted direct primary access to arterial or collector roads (except as provided in 7.6.2.D)." 7.6.2.D states that, "At least 300 feet shall separate access points on collector and arterial roads with posted speeds 35 miles per hour (mph) or more." As the entirety of Gregory Lane is a collector road posted below 35mph, the LDR's do permit this non-residential use access onto Gregory Lane. Furthermore, there is broad precedence with virtually every property that bounds Gregory Lane taking access from it. Town Planning previously noted no problem with such access.

## **Parking**

Phase 1 will provide 32 parking spaces, meeting the requirement of 1 space per 1000sf + 1 space per company vehicle (25 + 7), including 2 disability spaces in compliance with LDR standards. Parking for the affordable housing is allowed as 100% shared per the LDR's. Phase 2 will provide a site total of 35 parking spaces (25 + 10), including a total of 2 disability spaces. Note that current proposed parking figures allow for more company vehicle spaces than are ultimately anticipated will be necessary. It is likely that tenants will lease more than one available space, resulting in fewer company vehicle spaces required. Currently the plan accommodates maximum possible need for phase 1 and 70% of maximum possible need for both phases. Limiting the number of total independent tenants to 10 would insure that all company vehicle parking needs are met.

## Findings for Approval

The proposed 1675 Berger Road project:

1. "Is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan"

The project supports the community goal of maintaining and promoting light industry uses to support the local economy and intensifies the current development pattern by offering larger structures that infill appropriately with intelligent site design, provide flexible use, contextual connectivity, scaled residential development, and that reinforces the Gregory Lane Transitional Subarea neighborhood desired use pattern over what has previously existed on site.

2. **Is not subject to the finding to** "Achieve the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable".

The property is not within either of these zoning overlays.

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

The project fits appropriately within the surrounding fabric of the neighborhood where existing public services and facilities infrastructure will predictably and readily support the expected use without undue expansion, and where anticipated higher tax revenue generated will beneficially and proportionally support those needs.

4. "Complies with all relevant standards of these LDRs and other Town Ordinances as can be determined by the level of detail of a sketch plan"

The proposed project complies with or exceeds LDR standards and Town Ordinances, and requests no variance.

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

The project is currently and will remain responsive to conditions and requirements of the town departments. The submittal documents include responses to comments from the town's Pre-application review. There are no matters of contention with the proposed project design.



## Response to Town of Jackson Planning Department

(comments dated 10/16/2019 from PAP conference)

1. The LDR compliance checklist is included.
2. A complete housing mitigation plan is included with livability standards checklist, housing calculator and method for providing housing.
3. The first ADA parking space will be van accessible with 8' adjacent aisle. See site plan.
4. It is noted that no sidewalks along Gregory Lane is required at this time.
5. Internal sidewalks are indicated on the site plan for potential future connection to Gregory Lane sidewalk.
6. A vehicular movement plan for a 62' trailer truck is shown on the site plan. Required signage will be addressed at Development Plan submittal.
7. Compliant setbacks per discussions with planning are indicated on the site plan.
8. Trash enclosure, snow storage and bike parking are indicated on the site plans.
9. A signage plan will be forthcoming at a later stage (development plan or building permit application. Any signage indicated on these Sketch Plan documents are for conceptual consideration only, not for approval.
10. In accordance with the LDR's all parking is allowed to be 100% shared between uses. If the final parking demand, based on the number of independent tenants identified later, allows for a reduction of spaces needed for the commercial space, then parking spaces could possibly be designated (signed) for the housing units adjacent to their units. It may be possible to restrict the use of the designated spaces to "residents only" between the hours of 5pm-8am M-F or some other appropriate time interval.

## Neighborhood Meeting Summary (meeting held 5/3/2020)

Six adjacent neighbors attended along with Padgett Hoke (owner representative) and myself (Scott Zabriskie, Berlin Architects). There were no noteworthy objections. There was a warning from a couple neighbors about suspected old abandoned water lines possibly connected to adjacent property owner wells that have apparently been leaking for a very long time, resulting in some surface water and poor drainage at various periods of the year in the northeastern section of the lot. We noted that some remediation of the existing buried lines may be necessary during phase 1 construction.

The owner of Bison Lumber to the north of the property warned about noise from early morning lumber yard operations, and cautioned us that they will not be receptive to complaints in the future from housing tenants located along that boundary. We have since re-evaluated and concluded that, despite noise concerns, there are no better alternatives for locating the affordable housing. We wonder if planning staff could address for us, whether there are any standard restrictions on the hours of noise generating operations in the neighborhood. If not we will take whatever measures within our means through design to help mitigate the inherent problem of mixing industrial and residential use within the neighborhood.

# **1675 BERGER LANE PROJECT SKETCH PLAN SUBMITTAL ENGINEERING REPORT**

**Prepared by:**



**Project: 19-300-02  
OCTOBER 2020**



## ENGINEERING REPORT

### 1. Introduction

This engineering report provides the basis for design and addresses the engineering related issues for the proposed multi-use development at 1675 Berger Ln. The existing site contains a single 12,000 sqft structure that is the current location of Century Link telecommunications. The remainder of the lot is mostly asphalt with a landscape area on the west side of the lot. The power & communication utilities within the lot are buried services. Water & sewer facilities are provided to the property through Town of Jackson (TOJ) systems.

### 2. Water System

The site is bordered on two sides by TOJ Water System Facilities. The TOJ has an 8-inch water main in Gregory Lane, and an 8-inch main in Berger Lane.

To verify the existing water facilities are sized adequately, proposed water flow for both domestic and fire supply, were estimated for the development. Due to the schematic nature of the development programming, conservative estimates were utilized. Assumptions on use based on the proposed programming of the development are included in the Appendix along with flow projection calculations. Automatic fire sprinkler systems are planned for all three structures. The largest known sprinkler zones are in the Phase I Light Industrial Building, so this zone area was utilized for Phase I and Phase II fire flow rates. Fire flow requirements were calculated using NFPA 13, along with predicted programming of the facility. Based on the stated assumptions and estimations, the estimated water flows are listed in the table below.

	Peak Domestic Flow (GPM)	Required Fire Flow (GPM)
<b>Phase I</b> <b>(Flows in Addition to Existing Structure)</b>	96	610
<b>Phase II</b> <b>(Total Development Flows)</b>	108	610

The Phase II fire flow, which estimates for the total development's flow requirement, was simulated in the TOJ Water Model. Our model run assumed the use of 500 gpm from the two neighboring hydrants on Gregory and Berger Lane as well as the required property fire flow for the building sprinklers. Results of the modeling are included in the Appendix, which indicate that residual pressure within the water system at adjacent fire hydrants never dropped below 20 psi during a fire flow scenario, meeting Wyoming Department of Environmental Quality (WYDEQ) requirements.

Using the projected fire flow demands to the structures, the water service supplying the development will need to be a 6-inch pipe. To comply with the TOJ's conventional practice that a single development be supplied through one location, it is assumed that from the single connection point, a private water main will be constructed within the property to serve the 3 separate buildings. Due to space limitations and DEQ separation of water & sewer issues

created by the existing building during Phase I use, a new service tap will be placed on the water main at Gregory Lane. This tap will serve the Work Force Housing building and the Phase I Light Industrial Building in Phase I. During Phase II construction, the 6" service will be continued to the Phase II Light Industrial Building. Each building will be metered separately. All proposed water system modifications are indicated on the Phase I & Phase II proposed utility plans located in the Appendix.

### **3. Sewer System**

As can be noted from the existing site drawing located in the Appendix, there is an existing TOJ sewer main which runs east/west in Berger Lane. The existing service does not appear to enter the sewer main at a manhole based on the surveyed utility information and the lower wastewater generation of the existing building. It is anticipated that the existing service connection will be abandoned and a new manhole and service connection will be installed.

To size the proposed sewer piping, the same assumed development programming was utilized as with the water system. Because there is little irrigation demand on the property, it can be assumed that the peak water and peak sewer demands will be close to equal. Based on calculations, included in the Appendix for the water demands, the peak hourly sanitary sewer flow for the total development was estimated to be 108 gpm. Using this flow and assuming minimum pipe slopes, a 8-inch gravity pipe will be adequate to serve the development. If an increased slope will meet required pipe bury depth, a 6-inch gravity pipe may be utilized. Phase II connections will be tapped into the installed main at the time of Phase II facility construction. The proposed utility plan located in the Appendix indicates the changes to the sanitary sewer system.

### **4. Wire Utilities and Gas**

Power and communication facilities are readily available throughout the area and to this specific location. There are existing power and communication facilities which have points of connection at the southwest corner of the lot. Service routes will require re-routing according to the changes indicated on the utility plans in the appendix.

An existing gas line does not currently service the property. A new gas line will be connected to the existing gas main in Gregory lane. The proposed utility plan in the appendix indicates the point of connection for the gas line.

### **5. Drainage and Stormwater**

Proposed development of the site is much like the existing conditions in terms of impervious area on the site. Stormwater calculations indicated that the expected release of the proposed development is equal to the calculated release of the existing development. Based on TOJ regulations, the proposed development is required to retain any additional runoff above and beyond the existing conditions, so no stormwater detention is required by regulation. There is no existing storm sewer infrastructure adjacent to the property, so it is assumed that the current stormwater inlets in Berger Lane function as dry wells and percolate stormwater.

Even though detention is not required per regulations, as indicated in the calculations included in the appendix, a stormwater storage facility is proposed on site as a pipe & rock trench drain. Quantities of stormwater storage are indicated on the plans and in the calculations. Stormwater detention may be provided to limit runoff release to pre-existing site conditions.

Stormwater infrastructure installed in Phase I will be sized to accommodate all future development. Phase II will not require modifications to the stormwater conveyance or storage systems.

## **6. Streets and Access**

The main entrance to the development will be off of Berger Lane. An additional one-way drive, for exit only, will exit onto Gregory Lane. The fire department has indicated that a second egress is preferable for Fire Department use. Kathy Clay indicated that for a one-way drive, a 10-foot wide drive with appropriate turn radii would be acceptable for fire department use. Fire Department access lanes and turnarounds are indicated on the Phase I and Phase II parking plan exhibits, which are included in the Appendix. Fire department connections will be placed on the street side of each structure. Additionally, knock boxes will be provided for each structure.

Parking spaces and aisle widths meet TOJ regulations. Space dimensions and aisle widths are indicated on the parking plans, which are included in the Appendix.

An area for truck loading & unloading is also currently proposed. A WB-62 truck was determined to be the largest design vehicle suited for regular access to the site. Turn movements for a WB-62 design vehicle are included on the parking plans included in the Appendix.

## **7. Soils**

A geotechnical investigation was performed by Nelson Engineering in May 2020. This report noted that swampy deposits were prevalent near the top of the soil profile in all test pits. At depths below 3' to 4.5', coarse-grained and well-graded flood plain deposits consisting of silty gravel with sand and cobbles were observed to the bottom of the test pits.

No groundwater was observed during the site investigation, but signs of historical high groundwater were present as high as 3' below ground surface. Monitoring wells were installed to allow for future groundwater observation and monitoring.

## **8. Snow Storage**

Snow removal will be required within the driveway areas of the site. These paved and concrete areas on site total approximately 22,750 sqft. Using the TOJ snow storage requirement that states storage area equal to 2.5% of the parking area needs to be provided, 570 sqft of snow storage will be required. This area is easily accommodated on site as indicated by the snow storage locations identified on the parking plans, which can be found in the Appendix.

## **9. Additional Comments**

Some additional comments were included in department reviews. The following bullets address select comments that were not previously discussed:

- A construction staging/phasing plan & narrative will be included in later submittals.
- Backflow devices and meter locations for the water service will be indicated in later submittals.
- An irrigation system design will be included in later design submittals.
- Complete grading & erosion control plans will be included with the GEC application.
- Work to be completed in the Town's right-of-way will be specifically addressed in later design submittals.

## **APPENDIX**

## **WATER AND SEWER DEMANDS**

## Domestic Water Flows

Wastewater flows assumed to match domestic water demand due to minimal landscape areas

### Description of Improvements:

See attached sheet for anticipated fixture counts

### Estimating Domestic Max. Demand

\*Calculations are based on methods outlined in the AWWA, "Sizing Water Service Lines and Meters" manual.

#### **Domestic Water Demand for Facility Given Specified Fixtures**

**Assume Average Residential Fixture Value (AWWA M2)**

Fixture Type	Fixture Value Based on 35 psi at Meter Outlet	Number of Fixtures	Fixture Value
Bathtub	8	3	24
Combined Sink & Tray	3		0
Drinking Fountain (cooler)	1		0
Drinking Fountain (public)	2		0
Kitchen Sink (1/2" connection)	3	3	9
Kitchen Sink (3/4" connection)	7		0
Lavatory (3/8" connection)	2		0
Lavatory (1/2" connection)	4		0
Laundry Tray (1/2" connection)	3		0
Laundry Tray (3/4" connection)	7		0
Shower Head (shower only)	4		0
Service Sink (1/2" connection)	3		0
Service Sink (3/4" connection)	7		0
Urinal (pedestal flush valve)	35		0
Urinal (wall or stall)	12		0
Urinal (trough, 2-ft unit)	2		0
Wash Sink (each set of faucets)	4	9	36
Water Closet (flush valve)	35		0
Water Closet (tank type)	3	9	27
Dishwasher (1/2" connection)	5	3	15
Dishwasher (3/4" connection)	10		0
Washing Machine (1/2" connection)	5		0
Washing Machine (3/4" connection)	12		0
Washing Machine (1" connection)	25	3	75
Hose Connections 1/2" (wash down)	6		0
Hose Connections 3/4" (wash down)	10		0
Hose 1/2" (50ft length - wash down)	6		0
Hose 5/8" (50ft length - wash down)	9		0
Hose 3/4" (50ft length - wash down)	12		0
Irrigation	3		0
Total Fixture Units			186

Base on Fixture Count of 186 using the upper line in Fig. 4.4 for a public building the estimated Maximum Water Demand is 60 gpm at 35 psi

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### SIZING WATER SERVICE LINES AND METERS

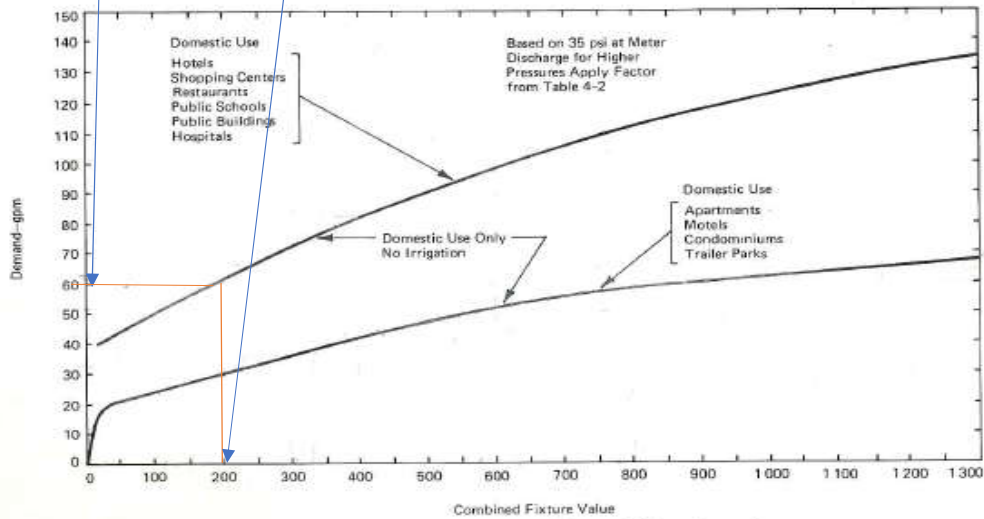


Fig. 4.4. Water-Flow Demand per Fixture Value—Low Range

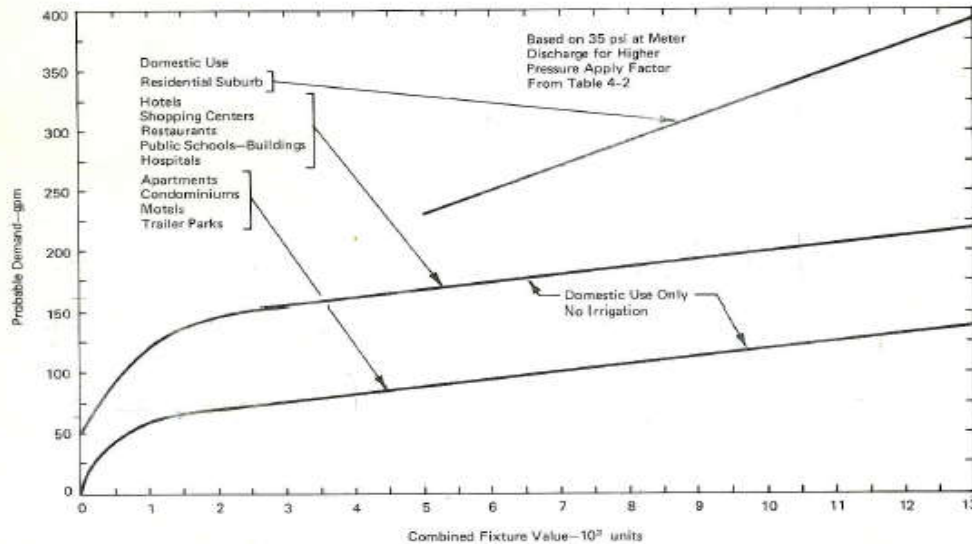


Fig. 4.5. Water-Flow Demand per Fixture Value—High Range

detailed lists of fixtures before estimates can be prepared. If the structure is in the planning stage, the mechanical engineer or architect is the best source of information, and, if construction is underway, the plumbing contractor or the building permits section of the city will have the information. Field trips by the estimator are often necessary to assist the customer as well as to properly assess the project when



**Calculate Demands Based on Estimated System Pressure**

Est. Max. Demand	60	gpm	
Pressures at Nearest Meter	89	psi	(Estimated)
Elevation at Meter	6115	ft	(Estimated)
Elevation of 2nd Floor	6135	ft	(Estimated)
Static Pressure at 2nd Floor	80	psi	(without minor losses)

**Table 4.2 (for pressures other than 35 psi)**

Design Pressure	Factor
20	0.74
30	0.92
35	1
40	1.07
50	1.22
60	1.34
70	1.46
80	1.57
90	1.68
100	1.78

**For Pressures Deviating from 35 psi**

Est. Pressure (psi)

80

psi

Demand @ Est Pressure

95

gpm

Max Demand/flow

## Domestic Water Flows

Wastewater flows assumed to match domestic water demand due to minimal landscape areas

### Description of Improvements:

See attached sheet for anticipated fixture counts

### Estimating Domestic Max. Demand

\*Calculations are based on methods outlined in the AWWA, "Sizing Water Service Lines and Meters" manual.

#### **Domestic Water Demand for Facility Given Specified Fixtures**

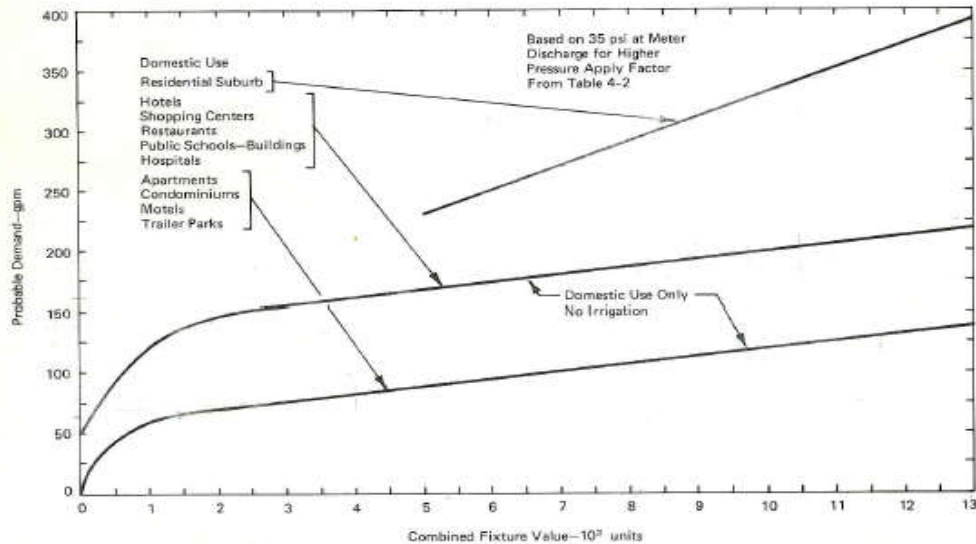
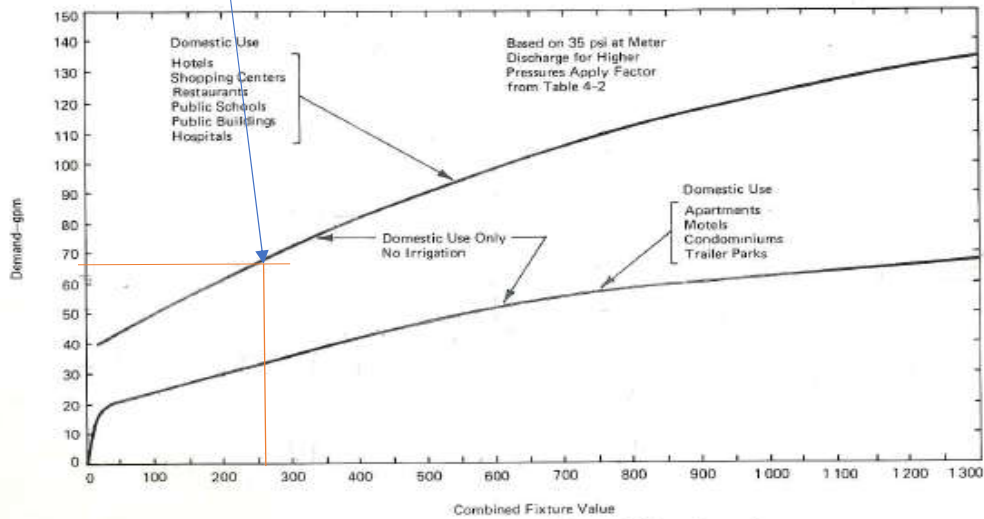
**Assume Average Residential Fixture Value (AWWA M2)**

Fixture Type	Fixture Value Based on 35 psi at Meter Outlet	Number of Fixtures	Fixture Value
Bathtub	8	3	24
Combined Sink & Tray	3		0
Drinking Fountain (cooler)	1		0
Drinking Fountain (public)	2		0
Kitchen Sink (1/2" connection)	3	3	9
Kitchen Sink (3/4" connection)	7		0
Lavatory (3/8" connection)	2		0
Lavatory (1/2" connection)	4		0
Laundry Tray (1/2" connection)	3		0
Laundry Tray (3/4" connection)	7		0
Shower Head (shower only)	4		0
Service Sink (1/2" connection)	3		0
Service Sink (3/4" connection)	7		0
Urinal (pedestal flush valve)	35		0
Urinal (wall or stall)	12		0
Urinal (trough, 2-ft unit)	2		0
Wash Sink (each set of faucets)	4	17	68
Water Closet (flush valve)	35		0
Water Closet (tank type)	3	17	51
Dishwasher (1/2" connection)	5	3	15
Dishwasher (3/4" connection)	10		0
Washing Machine (1/2" connection)	5		0
Washing Machine (3/4" connection)	12		0
Washing Machine (1" connection)	25	3	75
Hose Connections 1/2" (wash down)	6		0
Hose Connections 3/4" (wash down)	10		0
Hose 1/2" (50ft length - wash down)	6		0
Hose 5/8" (50ft length - wash down)	9		0
Hose 3/4" (50ft length - wash down)	12		0
Irrigation	3		0
Total Fixture Units			242

Base on Fixture Count of 242 using the upper line in Fig. 4.4 for a public building the estimated Maximum Water Demand is 68 gpm at 35 psi

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### SIZING WATER SERVICE LINES AND METERS



detailed lists of fixtures before estimates can be prepared. If the structure is in the planning stage, the mechanical engineer or architect is the best source of information, and, if construction is underway, the plumbing contractor or the building permits section of the city will have the information. Field trips by the estimator are often necessary to assist the customer as well as to properly assess the project when

**Calculate Demands Based on Estimated System Pressure**

Est. Max. Demand	68	gpm	
Pressures at Nearest Meter	89	psi	(Estimated)
Elevation at Meter	6115	ft	(Estimated)
Elevation of 2nd Floor	6135	ft	
Pressure at 2nd Floor	80	psi	

**Table 4.2 (for pressures other than 35 psi)**

Design Pressure	Factor
20	0.74
30	0.92
35	1
40	1.07
50	1.22
60	1.34
70	1.46
80	1.57
90	1.68
100	1.78

**For Pressures Deviating from 35 psi**

Est. Pressure (psi)

80

psi

Demand @ Est Pressure

108

gpm

Max Demand/flow

# **FIRE FLOW ANALYSIS**

**Fire Sprinkler Flows**

Hazard Classification

**Ordinary Hazard (G2) Occupancies**

Building Area:

Phase 1 Units 1-6 Total Area	12,000	
Largest Zone Area for Phase 1 Unit	2,000	
Phase 1 Housing Units 1-3 Total Area	2,700	
Largest Zone Area for Phase 1 Housing Unit	1,000	
Phase 2 Units 7-14 Total Area	13,000	
Largest Zone Area for Phase 2 Unit	1,600	

Minimum Flow for Hose Connection                      250 gpm per NFPA 13, Table 1'

Utilize Early Suppression Fast-Response Sprinklers (ESFR) per Section 4-4.6

Actual Design Area	2,000 Largest Zone OH-2
Required Density	0.18 gpm/sf per NFPA 13, Figure 4-4.6
Sprinkler Demand	360 gpm
Required Flow (sprinkler and hose)	<b>610 gpm</b>
Static Pressure at Fire Sprinklers	80 psi @ design height (Estimated)

Summary of Hydraulic Model Results				
Berger Ln Development				
WaterCAD V8i - Town of Jackson 2020 model				
Deloney Street Fire Flow				
Location	Static Pressure	Fire Flow Demand	Residual Pressure	Junction Label
	<u>psi</u>	<u>gpm</u>	<u>psi</u>	
Hydrant on Gregory Ln between Berger and Martin	89	500	62.6	J-400
Point of connection. Estimated Fire Sprinkler Elevation	80	610	51.2	J-402
Hydrant on Berger Ln between Gregory and Carol	89	500	62.2	J-254



# **STORMWATER CALCULATIONS**

# 1675 Berger Lane

19-300-02  
10/2/2020  
FPD

## 1675 Berger Lane - Light Industrial Development STORMWATER MANAGEMENT CALCS

CALCULATION SUMMARY					
DRAINAGE AREA	Area(sqft)	UNDISTURBED CONDITION FLOW (CFS)	POST-DEVELOPMENT FLOW (CFS)	RELEASE RATE (CFS)	DETENTION SIZE (cuft)
Existing Conditions	60548	0.35	3.05	n/a	n/a
Phase I	60548	0.35	3.05	0.350	1782
Phase II	60548	0.35	3.05	0.350	1785

**1675 Berger Lane  
Stormwater Calculations**

19-300-02  
10/2/2020  
FPD

## PRE-DEVELOPMENT: Undisturbed Condition

PERVIOUS	
PARKING LOT AREA (FT^2)	60548
C-VALUE =	0.2
S (AVG) =	0.28%
L (ft) =	169
t <sub>c</sub> (min) =	32.3

$t_c = 1.8(1.1 - C)L^{.5}/S^{.3333}$ , (Corps of Eng. Eqn.)

**Total Time of Conc., T<sub>c</sub> = 32 min**  
**Composite C<sub>c</sub> = 0.20**  
**Total Area, A<sub>t</sub> = 60548 ft<sup>2</sup>**

TABLE 4920.B JACKSON IDF* CURVE DATA - 100-YR STORM EVENT	
DURATION, T <sub>c</sub> (min)	INTENSITY, I (in/hr)
5	3.00
10	2.33
15	1.90
20	1.65
30	1.30
40	1.08
50	0.95
60	0.82
70	0.74
80	0.65
90	0.61
100	0.56
110	0.52
120	0.48

$$Q_{\text{Exist}} = C_c \cdot I \cdot A_t / (43560)$$

where,

Composite C<sub>c</sub> = 0.20  
 Intensity, I = 1.26 in/hr at T<sub>d</sub> = 7 min (TABLE 4920.B)  
 Total Area, A<sub>t</sub> = 60548 ft<sup>2</sup>

**Existing Flow Rates, Q<sub>Exist</sub> (cfs) = 0.35 cfs at t<sub>c</sub> = 7 min**

**1675 Berger Lane  
Stormwater Calculations**

19-300-02  
10/2/2020  
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**EXISTING CONDITIONS:**

EXISTING STRUCTURE	
ROOF AREA (FT^2)	12034
C-VALUE =	0.9

EXISTING PARKING LOT	
PARKING LOT AREA (FT^2)	40224
C-VALUE =	0.9
S (AVG) =	0.28%
L (ft) =	169
t <sub>c</sub> (min) =	7.2

t<sub>c</sub> = 1.8(1.1 - C)L<sup>0.5</sup>/S<sup>0.3333</sup>, (Corps of Eng. Eqn.)

EXISTING PERVIOUS	
LAWN AREA (FT^2)	8290
C-VALUE =	0.2

**Total Time of Conc., T<sub>c</sub> = 7 min**  
**Composite C<sub>c</sub> = 0.80**  
**Total Area, A<sub>t</sub> = 60548 ft<sup>2</sup>**

TABLE 4920.B JACKSON IDF* CURVE DATA - 100-YR STORM EVENT	
DURATION, T <sub>c</sub> (min)	INTENSITY, I (in/hr)
5	3.00
10	2.33
15	1.90
20	1.65
30	1.30
40	1.08
50	0.95
60	0.82
70	0.74
80	0.65
90	0.61
100	0.56
110	0.52
120	0.48

$$Q_{\text{Exist}} = C_c * I * A_t / (43560)$$

where,  
 Composite C<sub>c</sub> = 0.80  
 Intensity, I = 2.73 in/hr at T<sub>d</sub> = 7 min (TABLE 4920.B)  
 Total Area, A<sub>t</sub> = 60548 ft<sup>2</sup>

**Existing Flow Rates, Q<sub>Exist</sub> (cfs) = 3.05 cfs at t<sub>c</sub> = 7 min**

**1675 Berger Lane  
Stormwater Calculations**

19-300-02  
10/2/2020  
FPD

**PHASE I DEVELOPMENT:**

LANDSCAPE AREA CALCULATIONS	
LAWN AREA (FT^2)	14545
C-VALUE =	0.2

BUILDING CALCULATIONS	
EXISTING STRUCTURE AREA (FT^2)	12034
PH1: WORKFORCE HOUSING	1615
PH1: LIGHT INDUSTRIAL BUILDING	9600
C-VALUE =	0.9

PAVEMENT CALCULATIONS	
PH 1 PAVEMENT	22754
C-VALUE =	0.9
S (AVG) =	2.00%
L (ft) =	80
tc (min) =	2.56

tc = 1.8(1.1 - C)L^0.5/S^0.3333, (Corps of Eng. Eqn.)

**Total Time of Conc., Tc = 5.0 min**  
**Composite Cc = 0.73**  
**Total Area, At = 60548 ft^2**

TABLE 4920.B JACKSON IDF* CURVE DATA - 100-YR STORM EVENT	
DURATION, Tc (min)	INTENSITY, I (in/hr)
5	3.00
10	2.33
15	1.90
20	1.65
30	1.30
40	1.08
50	0.95
60	0.82
70	0.74
80	0.65
90	0.61
100	0.56
110	0.52
120	0.48

$Q_f = C_c * I * A_t / (43560)$   
 where,

Composite Cc = 0.73  
 100 YR Intensity, I = 3.00 in/hr at Td = 5 min (TABLE 4920)  
 Total Area, At = 60548 ft^2

**Final Flow Rate, Qf (cfs) = 3.05 cfs at tc = 5 min**

**1675 Berger Lane  
Stormwater Calculations**

19-300-02  
10/2/2020  
FPD

## BASIN SIZING:

Target Detention ReleaseFlow  
Q= 0.35 cfs

**TABLE 1**

DURATION, T <sub>d</sub> (min)	100 yr INTENSITY, I (in/hr)	Design Flow, Q <sub>d</sub> (ft <sup>3</sup> /s)	Design Storage Volume, V <sub>d</sub> (ft <sup>3</sup> )
2	3.40	3.461	279
3	3.27	3.324	441
4	3.13	3.188	588
5	3.00	3.052	718
7	2.73	2.779	928
8	2.60	2.643	1009
9	2.46	2.507	1074
10	2.33	2.370	1123
15	1.9	1.933	1339
20	1.65	1.678	1511
25	1.48	1.500	1645
30	1.30	1.322	1673
40	1.08	1.099	1725
<b>50</b>	<b>0.95</b>	<b>0.966</b>	<b>1782</b>
60	0.82	0.634	976
70	0.74	0.553	813
90	0.61	0.421	363

TABLE 1 EQUATIONS:  $Q_d = C_c \cdot I \cdot A_d / (43560)$

$$V_d = (Q_d - Q_i) \cdot (((T_d - T_c) + ((Q_d - Q_i) / Q_d) \cdot T_c) \cdot 60)$$

**Storage Volume Required: 1782 ft<sup>3</sup>**

**1675 Berger Lane**  
**Stormwater Calculations**

19-300-02  
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## PHASE II DEVELOPMENT:

LANDSCAPE AREA CALCULATIONS	
LAWN AREA (FT^2)	14483
C-VALUE =	0.2

BUILDING CALCULATIONS	
PH2: LIGHT INDUSTRIAL BUILDING	12800
PH1: WORKFORCE HOUSING	1615
PH1: LIGHT INDUSTRIAL BUILDING	9600
C-VALUE =	0.9

PAVEMENT CALCULATIONS	
PH 1 PAVEMENT	22050
C-VALUE =	0.9
S (AVG) =	2.00%
L (ft) =	80
t <sub>c</sub> (min) =	2.56

t<sub>c</sub> = 1.8(1.1 - C)L<sup>0.5</sup>/S<sup>0.3333</sup>, (Corps of Eng. Eqn.)

**Total Time of Conc., T<sub>c</sub> = 5.0 min**  
**Composite C<sub>c</sub> = 0.73**  
**Total Area, A<sub>t</sub> = 60548 ft<sup>2</sup>**

TABLE 4920.B JACKSON IDF* CURVE DATA - 100-YR STORM EVENT	
DURATION, T <sub>c</sub> (min)	INTENSITY, I (in/hr)
5	3.00
10	2.33
15	1.90
20	1.65
30	1.30
40	1.08
50	0.95
60	0.82
70	0.74
80	0.65
90	0.61
100	0.56
110	0.52
120	0.48

**Q<sub>f</sub> = C<sub>c</sub>\*I\*A<sub>t</sub>/(43560)**  
where,

Composite C<sub>c</sub> = 0.73  
 100 YR Intensity, I = 3.00 in/hr at T<sub>d</sub> = 5 min (TABLE 4920)  
 Total Area, A<sub>t</sub> = 60548 ft<sup>2</sup>

**Final Flow Rate, Q<sub>f</sub> (cfs) = 3.05 cfs at t<sub>c</sub> = 5 min**



**1675 Berger Lane  
Stormwater Calculations**

19-300-02  
10/2/2020  
FPD

## BASIN SIZING:

Target Detention ReleaseFlow  
Q= 0.35 cfs

**TABLE 1**

DURATION, T <sub>d</sub> (min)	100 yr INTENSITY, I (in/hr)	Design Flow, Q <sub>d</sub> (ft <sup>3</sup> /s)	Design Storage Volume, V <sub>d</sub> (ft <sup>3</sup> )
2	3.40	3.464	279
3	3.27	3.328	442
4	3.13	3.191	588
5	3.00	3.055	718
7	2.73	2.782	930
8	2.60	2.645	1011
9	2.46	2.509	1075
10	2.33	2.373	1124
15	1.9	1.935	1340
20	1.65	1.680	1513
25	1.48	1.502	1647
30	1.30	1.324	1675
40	1.08	1.100	1728
<b>50</b>	<b>0.95</b>	<b>0.967</b>	<b>1785</b>
60	0.82	0.635	979
70	0.74	0.554	816
90	0.61	0.421	366

TABLE 1 EQUATIONS:  $Q_d = C_c \cdot I \cdot A_d / (43560)$

$$V_d = (Q_d - Q_i) \cdot (((T_d - T_c) + ((Q_d - Q_i) / Q_d) \cdot T_c) \cdot 60)$$

**Storage Volume Required: 1785 ft<sup>3</sup>**

**1675 Berger Lane**  
**Phase I & II**  
**Stormwater Subsurface Storage Disposal Sizing**

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**Volume Required:**

100 yr storm,  
Q(release)=0.35 cfs

**1800 cu. ft.**  
13,464 Gal

**A) Check Trench Drain Req'd Storage Volume:**

**West Trench Drain:**

	Storage Area (cft/LF)
36" dia Pipe	7.1
Rock (4.0x5.5)	5.0
	12.0 cft/ LF
Min Req'd Pipe / Drain Rock Trench Length	127.0 LF for Storage

**North Trench Drain:**

	Storage Area (cft/LF)
12" dia Pipe	0.8
Rock (4.0x2)	2.4
	3.2 cft/ LF
Min Req'd Pipe / Drain Rock Trench Length	84.6 LF for Storage

**B) Check Trench Drain Req'd Perc Rate for calculated Volume:**

**West Trench Drain:**

Perc Area (4'x5.5' Trench)	13.5	sqft/LF
Perc Rate (20 min/in)	44.88	gpd/sqft
Factor Safety	5.5	F.S.
Adjusted Perc Rate	8.2	gpd/sqft
Perc Volume	13,995	gal/day

**North Trench Drain:**

Perc Area (4'x2' Trench)	8.0	sqft/LF
Perc Rate (20 min/in)	44.88	gpd/sqft
Factor Safety	5.5	F.S.
Adjusted Perc Rate	8.2	gpd/sqft
Perc Volume	5,525	gal/day

**Total Perc Volume: 19,520 gal/day**

**C) As-Designed System Storage Volume**

	Unit Volume (cft/LF)	Qty (LF)	Storage Volume (cft)
Trench Drain Storage (West)	12.0	140.0	1686
Trench Drain Storage (North)	3.2	40.0	128
Site Detention			0.00
<b>Total Storage Volume</b>			<b>1814</b>

## 1675 Berger Road – Affordable Housing Information

### **Affordable Housing Requirement**

The total build-out area less the existing building area multiplied by the appropriate ratio of required housing units per square foot  $[(24,753\text{sf} - 12,096\text{sf existing bldg}) \times .000246 \text{ units/sf}]$  results in 3.111 units required. The required units are broken down as follows per the LDR's:

- One unit would be an affordable rental restricted for a qualifier making less than 50% of Family Median Income. This unit will be a 1 bedroom unit of 694 sf habitable and 46 sf non-habitable for a total of 740 sf.
- Two units will each be an affordable rental restricted for qualifiers making above 80% up to 120% of Family Median Income. These units will each be 2 bedroom units of 918 sf habitable and 46 sf non-habitable for a total of 964 sf.

### **Method for Providing Required Housing**

3.11 Units are required.

3 new units will be constructed on site.

Payment of an in-lieu fee will be made for the .111 fraction of a unit unbuilt.

### **Affordable Housing Phasing Plan**

All of the required housing for both phases will be constructed during Phase 1. This will benefit the community by having roughly twice as much affordable housing as what is required prior to Phase 2 completion.



## Jackson/Teton County Affordable Housing Checklist - Housing Mitigation Plan (LDR Division 6.3.6)

Every development application must include a Housing Mitigation Plan for sufficiency. Every Housing Mitigation Plan is required to contain the following information:

### Applicability (LDR 6.3.6.A.3.a)

1. Does your development qualify for an exemption from a housing mitigation requirement? Yes ☐ No ☒  
If yes, explain and refer to the proper LDR \_\_\_\_\_  
\_\_\_\_\_
2. Are there credits associated with your development? Yes ☒ No ☐ If yes, explain where the existing credits came from, provide the calculation, and refer to the proper LDR. \_\_\_\_\_  
There is an existing building and use of 12,096sf from circa 1975. No employee generating development is created in replacing the "Existence" use with the same use. Ref: LDR 6.3.2.A.1  
\_\_\_\_\_

### Calculation of Requirement (LDR 6.3.6.A.3.b)

3. Does your development require or are you otherwise requesting approval of an Independent Calculation (LDR section 6.3.3.B)? Yes ☐ No ☒  
If yes, provide the calculation according to 6.3.3.B.2 along with impact analysis, verifiable local information, industry specific rather than business specific data, etc. The Planning Department is available to help with this calculation prior to submittal of your application. Attach as a separate sheet.

☐ I have attached a separate sheet with the calculation and supporting data for my Independent Calculation

**Housing Mitigation Requirements Calculator.** If no to 1 and 3 above, calculate your development's requirement, using the Housing Mitigation Requirements Calculator. The calculator can be found at this link: [www.jacksonwy.gov/200/Planning](http://www.jacksonwy.gov/200/Planning) Attach a copy of the first page of the calculator showing the calculations and requirements with your Housing Mitigation Plan. The Planning Department is available to help with this calculation prior to submittal of your application.

- ☒ I have attached a copy of the first page of the Housing Mitigation Requirements Calculator which includes my requirement and unit types.

#### **Type of Affordable Housing Provided – Standard Restrictions.** (LDR 6.3.4)

4. How many ownership or rental units are you proposing in which income ranges with how many bedrooms?  
Please complete the matrix below:

<b>Bedrooms</b>	<b>0 – 50%</b>	<b>50% - 80%</b>	<b>80% - 120%</b>	<b>Workforce</b>	<b>Ownership or Rental</b>
1-bedroom	1				
2-bedroom			2		
3-bedroom					

**Special Restriction.** The Special Restriction is a contract between The Board of County Commissioners or the Town Council and the owner of real property developed or designated to satisfy the development requirements. The Special Restrictions will be recorded on the property. Appropriate restriction templates can be obtained from the Jackson/Teton County Affordable Housing Department or at this link:  
[www.tetonwyo.org/1856/Deed-Restriction-Templates](http://www.tetonwyo.org/1856/Deed-Restriction-Templates) .



I have attached a draft of the Standard Restrictions for each unit.

**Livability Standards** (LDR 6.3.4.D and E) (Rules and Regs Section 2-3). Restricted housing must comply with the Livability Standards in the Jackson/Teton County Housing Department Rules and Regulations. The Livability Standards include amount of cabinetry/counter space, storage, closets, room sizes, appliances, laundry facilities, bathrooms, etc. The Rules and Regulations can be found at this link:  
[www.tetonwyo.org/1332/Housing-Rules-and-Regulations](http://www.tetonwyo.org/1332/Housing-Rules-and-Regulations) .



I have reviewed the Livability Standards and understand the requirements. I have/will contact the Housing Department for approval of my units early in the design process to get their approval prior to submitting for building permit.

#### **Method for Providing Required Housing** (LDR 6.3.5):

One or a combination of the below methods may be proposed to satisfy your housing requirement. They are listed in the order of preference/priority. Highest priority must be used unless it is demonstrated that a higher priority is impracticable (LDR 6.3.5.C)

1. Construction of new units either on-site or off-site (LDR 6.3.5.D.1).
2. Conveyance of land for affordable/workforce housing (LDR 6.3.5.D.2).
3. Utilization of a banked affordable or workforce housing unit (LDR 6.3.5.D.3).
4. Restriction of an existing residential units as an affordable/workforce housing unit (LDR 6.3.5.D.4).
5. Payment of an in-lieu fee (LDR 6.3.5.D.5).



I have attached a detailed explanation of my proposed method of providing Required Housing.

**Phasing Plan** (LDR 6.3.5.A.3). Restricted Housing Units shall be ready for occupancy no later than the free market portion of the development is occupied. If the free market portion is to be developed in phases, then the Restricted Housing Units shall be developed prior to or in proportion to the free market portion.



I have attached a detailed description of my phasing plan as it pertains to Affordable/Workforce units.

Development of a new house, hotel, or commercial space generates the need for employees. The construction workforce builds the space, the commercial workforce or residential service workforce works in the space, and first responders are needed to protect the space. Only about 27% of the employees generated by development can afford housing in the community, but the community's "community first" character goal is that 65% of employees live locally. To bridge this affordability gap, each development is required to include affordable workforce housing proportional to the employees it generates. These housing mitigation requirements are established in Division 6.3 of the Land Development Regulations. This worksheet is intended to assist in meeting the requirements for a project. However, an error in the worksheet does not amend the actual standard; if you find an error please notify the Planning Department. Fill in the highlighted cells, all the other cells will autopopulate.

Calculating the Requirement (Sec. 6.3.2 & 6.3.3)

Step 1: LocationTown of Jackson

The applicable regulations vary by jurisdiction please identify the location of your project using the above dropdown options.

The required housing is based on the existing and proposed use of the site. Step 2 is to enter the existing use and Step 3 is to enter the proposed use. Section 6.3.2 of the LDRs establishes the applicability of the affordable workforce housing standards and Section 6.3.3 establishes the specifics on calculation of the requirement. Enter each use in its own row, add rows if needed. If a building has multiple units with the same use, describe each unit in its own row. (For example: if a duplex is composed of a 2,300 sf attached unit and a 1,700 sf attached unit, put each unit in its own row do not put in 4,000 sf of attached single-family.) If a unit type (e.g. apartment floor plan, or commercial tennant space) is replicated exactly multiple times, you may use the "Use Quantity" column to avoid adding multiple rows.

Step 2: Existing Development

Housing is only required for new development. Please describe the existing use of the site so that it can be credited from the housing requirement. The definition of existing use is Section 6.3.2.A.1 of the LDRs. Generally, the existing use to enter is the use with the highest housing requirement that either existed in 1995, or has been permitted since 1995. Please attach proof of existence.

Existing Use (Sec. 6.3.2.A)	Housing Requirement (Sec. 6.3.3.A)	Use Size: bedrooms	Use Size: habitable sf	Use Quantity	Housing Required
Light Industry	0.000246*sf	0	12,096	1	2.973
Existing Workforce Housing Credit					2.973

Step 3: Proposed Development

Please describe the proposed use of the site to determine if affordable workforce housing is required as part of the development. Describe the end result of the proposed development. (For example: in the case of an addition do not enter the square footage of the addition, enter the size of the unit upon completion of the addition.)

Proposed Use	Housing Requirement (Sec. 6.3.3.A)	Use Size: bedrooms	Use Size: habitable sf	Use Quantity	Housing Required
Light Industry	0.000246*sf	0	24,753	1	6.084

Affordable Workforce Housing Required:3.111 unitsFee-in-Lieu Amount:n/a

If the amount of required affordable workforce housing is less than one unit, you may pay the above fee in-lieu of providing the required housing. If you elect to pay the fee, your Housing Mitigation Plan is complete. If the requirement is greater than one unit, or you would like to provide a unit to meet the requirement, please proceed to the Unit Type Sheet.



## Livability Standards Questionnaire

### Housing Mitigation Plan

Development Name \_\_\_\_\_

Physical Address \_\_\_\_\_

Owner Name \_\_\_\_\_

Owner Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Applicant/Agent Name \_\_\_\_\_

Applicant/Agent Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Owner \_\_\_\_\_ Applicant/Agent

**Please complete this form for each unit type. Complete each question that applies to your application. If it doesn't apply mark N/A in the blank.**

**Unit Type:** D1

Number of bedrooms \_\_\_\_\_ Square Feet \_\_\_\_\_ Ownership ☐ Rental ☐

#### Kitchen

Lineal feet of base cabinets \_\_\_\_\_ Lineal Feet of upper cabinets \_\_\_\_\_

Continuous Lineal feet of countertops \_\_\_\_\_ Countertop Material \_\_\_\_\_

Sink width \_\_\_\_\_ Range/Oven width \_\_\_\_\_ Refrigerator cubic feet \_\_\_\_\_

Dishwasher width \_\_\_\_\_ Garbage Disposal? Yes ☐ No ☐

List other appliances provided \_\_\_\_\_

List Warranties on appliances (years): Range/Oven \_\_\_\_\_ Refrigerator \_\_\_\_\_ Dishwasher \_\_\_\_\_

Garbage Disposal \_\_\_\_\_ Other \_\_\_\_\_

#### Bathrooms

Number of bathrooms \_ Does at least one bathroom contain the following?

Toilet ☐ Bathtub ☐ Shower ☐ Sink ☐

Bathroom must contain a minimum of four square feet of storage. Describe how bathroom storage is being provided \_\_\_\_\_  
\_\_\_\_\_

### Closets and Storage Areas

Does each bedroom have a closet? Yes ☐ No ☐

Does each bedroom closet contain a shelf and rod? Yes ☐ No ☐

Bedroom closet width: bedroom 1 \_\_\_\_\_ bedroom 2 \_\_\_\_\_ bedroom 3 \_\_\_\_\_

Bedroom closet height: bedroom 1 \_\_\_\_\_ bedroom 2 \_\_\_\_\_ bedroom 3 \_\_\_\_\_

Does the entryway have a closet? Yes ☐ No ☐ If no, describe how adequate storage for coats, shoes/boots is being provided \_\_\_\_\_  
\_\_\_\_\_

Linen closet width: Linen closet 1 \_\_\_\_\_ Linen closet 2 \_\_\_\_\_

Additional storage square feet \_\_\_\_\_

Describe how additional storage requirement is being met \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Closet door type (doors not required on interior storage) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are all closets a minimum of 26 inches deep? Yes ☐ No ☐

### Floor Coverings

Describe floor covering material:

Living room \_\_\_\_\_ Bedroom(s) \_\_\_\_\_

Kitchen \_\_\_\_\_ Bathroom(s) \_\_\_\_\_

Warranty for each flooring type \_\_\_\_\_  
\_\_\_\_\_

### Room Sizes and Shape

Provide Measurement from the narrowest part of the room; length x width.

Kitchen \_\_\_\_\_ Dining \_\_\_\_\_

Bedroom 1 \_\_\_\_\_ Bedroom 2 \_\_\_\_\_ Bedroom 3 \_\_\_\_\_

Functional Furniture Placement diagram attached? Yes ☐ No ☐



### Windows/Noise Mitigation

Does each living area and bedroom have a window that can be opened? Yes ☐ No ☐

For units that share walls with other residential or non-residential spaces, please describe noise mitigation being provided. \_\_\_\_\_

What is the Sound Transmission Class (STC) rating on all windows? \_\_\_\_\_

Are blinds being provided? Yes ☐ No ☐ If yes, on which windows and what type? \_\_\_\_\_

### Laundry

Are washer/dryer hookups being provided (required in ownership units)? Yes ☐ No ☐

### Heating and Hot Water

Warranty on furnace, boiler, or hot water heater (5 year minimum) \_\_\_\_\_

Size of hot water heater \_\_\_\_\_

### Other Design Features

The following features are encouraged and may be used in the place of other requirements with approval from the Housing Department:

Describe any built in storage such as drawers under beds, stairs, etc. \_\_\_\_\_

Describe creative shelving \_\_\_\_\_

Describe laundry area \_\_\_\_\_

Describe extra storage for recreational equipment \_\_\_\_\_

Describe extra cabinetry \_\_\_\_\_

Describe extra closets \_\_\_\_\_

Please attach additional pages if needed.



## Livability Standards Questionnaire

### Housing Mitigation Plan

Development Name \_\_\_\_\_

Physical Address \_\_\_\_\_

Owner Name \_\_\_\_\_

Owner Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Applicant/Agent Name \_\_\_\_\_

Applicant/Agent Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Owner \_\_\_\_\_ Applicant/Agent

**Please complete this form for each unit type. Complete each question that applies to your application. If it doesn't apply mark N/A in the blank.**

**Unit Type:** D2

Number of bedrooms \_\_\_\_\_ Square Feet \_\_\_\_\_ Ownership ☐ Rental ☐

#### Kitchen

Lineal feet of base cabinets \_\_\_\_\_ Lineal Feet of upper cabinets \_\_\_\_\_

Continuous Lineal feet of countertops \_\_\_\_\_ Countertop Material \_\_\_\_\_

Sink width \_\_\_\_\_ Range/Oven width \_\_\_\_\_ Refrigerator cubic feet \_\_\_\_\_

Dishwasher width \_\_\_\_\_ Garbage Disposal? Yes ☐ No ☐

List other appliances provided \_\_\_\_\_

List Warranties on appliances (years): Range/Oven \_\_\_\_\_ Refrigerator \_\_\_\_\_ Dishwasher \_\_\_\_\_

Garbage Disposal \_\_\_\_\_ Other \_\_\_\_\_

#### Bathrooms

Number of bathrooms \_ Does at least one bathroom contain the following?

Toilet ☐ Bathtub ☐ Shower ☐ Sink ☐

Bathroom must contain a minimum of four square feet of storage. Describe how bathroom storage is being provided \_\_\_\_\_

### Closets and Storage Areas

Does each bedroom have a closet? Yes ☐ No ☐

Does each bedroom closet contain a shelf and rod? Yes ☐ No ☐

Bedroom closet width: bedroom 1 \_\_\_\_\_ bedroom 2 \_\_\_\_\_ bedroom 3 \_\_\_\_\_

Bedroom closet height: bedroom 1 \_\_\_\_\_ bedroom 2 \_\_\_\_\_ bedroom 3 \_\_\_\_\_

Does the entryway have a closet? Yes ☐ No ☐ If no, describe how adequate storage for coats, shoes/boots is being provided \_\_\_\_\_

Linen closet width: Linen closet 1 \_\_\_\_\_ Linen closet 2 \_\_\_\_\_

Additional storage square feet \_\_\_\_\_

Describe how additional storage requirement is being met \_\_\_\_\_

Closet door type (doors not required on interior storage) \_\_\_\_\_

Are all closets a minimum of 26 inches deep? Yes ☐ No ☐

### Floor Coverings

Describe floor covering material:

Living room \_\_\_\_\_ Bedroom(s) \_\_\_\_\_

Kitchen \_\_\_\_\_ Bathroom(s) \_\_\_\_\_

Warranty for each flooring type \_\_\_\_\_

### Room Sizes and Shape

Provide Measurement from the narrowest part of the room; length x width.

Kitchen \_\_\_\_\_ Dining / Living 17'-10 x 10'-0"

Bedroom 1 12'-2"x11'-10" Bedroom 2 \_\_\_\_\_ Bedroom 3 \_\_\_\_\_

Functional Furniture Placement diagram attached? Yes ☐ No ☐

### Windows/Noise Mitigation

Does each living area and bedroom have a window that can be opened? Yes ☐ No ☐

For units that share walls with other residential or non-residential spaces, please describe noise mitigation being provided. \_\_\_\_\_

What is the Sound Transmission Class (STC) rating on all windows? \_\_\_\_\_

Are blinds being provided? Yes ☐ No ☐ If yes, on which windows and what type? \_\_\_\_\_

### Laundry

Are washer/dryer hookups being provided (required in ownership units)? Yes ☐ No ☐

### Heating and Hot Water

Warranty on furnace, boiler, or hot water heater (5 year minimum) \_\_\_\_\_

Size of hot water heater \_\_\_\_\_

### Other Design Features

The following features are encouraged and may be used in the place of other requirements with approval from the Housing Department:

Describe any built in storage such as drawers under beds, stairs, etc. \_\_\_\_\_

Describe creative shelving \_\_\_\_\_

Describe laundry area \_\_\_\_\_

Describe extra storage for recreational equipment \_\_\_\_\_

Describe extra cabinetry \_\_\_\_\_

Describe extra closets \_\_\_\_\_

Please attach additional pages if needed.



## Livability Standards Questionnaire

### Housing Mitigation Plan

Development Name \_\_\_\_\_

Physical Address \_\_\_\_\_

Owner Name \_\_\_\_\_

Owner Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Applicant/Agent Name \_\_\_\_\_

Applicant/Agent Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Owner \_\_\_\_\_ Applicant/Agent

**Please complete this form for each unit type. Complete each question that applies to your application. If it doesn't apply mark N/A in the blank.**

**Unit Type:** D3

Number of bedrooms \_\_\_\_\_ Square Feet \_\_\_\_\_ Ownership ☐ Rental ☐

#### Kitchen

Lineal feet of base cabinets \_\_\_\_\_ Lineal Feet of upper cabinets \_\_\_\_\_

Continuous Lineal feet of countertops \_\_\_\_\_ Countertop Material \_\_\_\_\_

Sink width \_\_\_\_\_ Range/Oven width \_\_\_\_\_ Refrigerator cubic feet \_\_\_\_\_

Dishwasher width \_\_\_\_\_ Garbage Disposal? Yes ☐ No ☐

List other appliances provided \_\_\_\_\_

List Warranties on appliances (years): Range/Oven \_\_\_\_\_ Refrigerator \_\_\_\_\_ Dishwasher \_\_\_\_\_

Garbage Disposal \_\_\_\_\_ Other \_\_\_\_\_

#### Bathrooms

Number of bathrooms \_ Does at least one bathroom contain the following?

Toilet ☐ Bathtub ☐ Shower ☐ Sink ☐

Bathroom must contain a minimum of four square feet of storage. Describe how bathroom storage is being provided \_\_\_\_\_  
\_\_\_\_\_

### Closets and Storage Areas

Does each bedroom have a closet? Yes ☐ No ☐

Does each bedroom closet contain a shelf and rod? Yes ☐ No ☐

Bedroom closet width: bedroom 1 \_\_\_\_\_ bedroom 2 \_\_\_\_\_ bedroom 3 \_\_\_\_\_

Bedroom closet height: bedroom 1 \_\_\_\_\_ bedroom 2 \_\_\_\_\_ bedroom 3 \_\_\_\_\_

Does the entryway have a closet? Yes ☐ No ☐ If no, describe how adequate storage for coats, shoes/boots is being provided \_\_\_\_\_  
\_\_\_\_\_

Linen closet width: Linen closet 1 \_\_\_\_\_ Linen closet 2 \_\_\_\_\_

Additional storage square feet \_\_\_\_\_

Describe how additional storage requirement is being met \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Closet door type (doors not required on interior storage) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are all closets a minimum of 26 inches deep? Yes ☐ No ☐

### Floor Coverings

Describe floor covering material:

Living room \_\_\_\_\_ Bedroom(s) \_\_\_\_\_

Kitchen \_\_\_\_\_ Bathroom(s) \_\_\_\_\_

Warranty for each flooring type \_\_\_\_\_  
\_\_\_\_\_

### Room Sizes and Shape

Provide Measurement from the narrowest part of the room; length x width.

Kitchen \_\_\_\_\_ Dining \_\_\_\_\_

Bedroom 1 \_\_\_\_\_ Bedroom 2 \_\_\_\_\_ Bedroom 3 \_\_\_\_\_

Functional Furniture Placement diagram attached? Yes ☐ No ☐

### Windows/Noise Mitigation

Does each living area and bedroom have a window that can be opened? Yes ☐ No ☐

For units that share walls with other residential or non-residential spaces, please describe noise mitigation being provided. \_\_\_\_\_

What is the Sound Transmission Class (STC) rating on all windows? \_\_\_\_\_

Are blinds being provided? Yes ☐ No ☐ If yes, on which windows and what type? \_\_\_\_\_

### Laundry

Are washer/dryer hookups being provided (required in ownership units)? Yes ☐ No ☐

### Heating and Hot Water

Warranty on furnace, boiler, or hot water heater (5 year minimum) \_\_\_\_\_

Size of hot water heater \_\_\_\_\_

### Other Design Features

The following features are encouraged and may be used in the place of other requirements with approval from the Housing Department:

Describe any built in storage such as drawers under beds, stairs, etc. \_\_\_\_\_

Describe creative shelving \_\_\_\_\_

Describe laundry area \_\_\_\_\_

Describe extra storage for recreational equipment \_\_\_\_\_

Describe extra cabinetry \_\_\_\_\_

Describe extra closets \_\_\_\_\_

Please attach additional pages if needed.

# DRAFT

## Special Restrictions For Workforce Ownership Housing Located at

Insert property address insert Town of Jackson or Teton County,  
Wyoming

These Special Restrictions for Workforce Ownership Housing ("Special Restrictions") are made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by the undersigned Owner ("Owner") and the Town of Jackson, Wyoming.

### RECITALS:

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

Insert legal description of property 1675 Berger Rd., Jackson, WY 83001

PIDN: [insert PIDN number ("Land")] 22-40-16-06-1-02-003

**WHEREAS**, as a condition of its approval for \_\_\_\_\_ (collectively, "Approval"), Owner was required to provide and restrict as follows:

24,753 New - 12,096 Existing = 12,654

*Owner developed property addressed 1675 Berger Rd \_\_\_\_\_, Jackson, Wyoming 83001 for a \_\_\_\_\_ square foot residential development with 3.11 restricted units. This development generated the obligation to provide Workforce Ownership Housing in accordance with the Approval. Owner is restricting:*

- Unit D1, with 2 number of bedrooms.
- Unit D2, with 1 number of bedrooms.
- Unit D3, with 2 number of bedrooms. (hereinafter "Residential Unit" or "Residential Units").

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

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

**WHEREAS**, the Owner is also the developer of the Residential Unit. As a condition of the Approval, the Owner is required to record these Special Restrictions after construction of the Units, after recordation of the Plat and prior to issuance of a Certificate of Occupancy for the Residential Unit. While Owner desires to sell the Residential Unit in accordance with the terms and conditions contained herein, the



Owner may still hold title to the Residential Unit at the time these Special Restrictions are filed. To be clear, when used in this Agreement, the term “Owner” shall refer to the Owner signing these Special Restrictions or a lender succeeding by virtue of foreclosure to these restrictions and the term “owner” shall refer to any owner who owns the Residential Unit subsequent to the Owner.

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

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

#### **RESTRICTIONS:**

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

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

#### **SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.**

A. Qualified Household. The ownership, use and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below and as may be further detailed in the Rules and Regulations (“Qualified Household”). Notwithstanding the foregoing, it is understood and acknowledged by the parties that upon recordation of these Special Restrictions the Owner may still hold title to the Residential Unit. If Owner still holds title to the Residential Unit at the time the Special

Restrictions are recorded, the Owner is not required to be a Qualified Household. However, Owner understands and acknowledges that it is required to use commercially reasonable efforts to sell the Residential Unit to a Qualified Household in accordance with the terms and conditions contained herein within one (1) years from the date a certificate of occupancy is issued on a Residential Unit. For any entity which is deemed a Qualified Mortgagee under Section 10(a) herein, that entity shall be entitled to an additional 2 years from the recordation of a foreclosure deed to sell the Residential Unit to a Qualified Household. If the Owner rents the Residential Unit to a tenant prior to Initial Sale (as defined herein), the tenant must be a Qualified Household.

1 Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business.

A.) A local business means (1) a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and (2) the business serves clients or customers who are physically located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job.

Or

B.) A business physically located in Teton County Wyoming who employs two or more Qualified Employees, which qualified employees must work in Teton County Wyoming to perform their job.

2 Income Requirement: The entire Qualified Household must earn at least seventy-five percent (75%) of the Household's income from a local business, as defined above.

3 No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.

4 Determination by the Housing Department. The Housing Department shall determine whether a prospective occupant is a Qualified Household. In addition to any requirements set forth in the Rules and Regulations, such determinations shall be based upon written applications, representations, information and verification as are deemed by the Housing Department to be necessary to establish and substantiate eligibility.

5 Continuing Obligation to Remain a Qualified Household. Households residing in the Residential Unit shall satisfy the definition of a Qualified Household at all times during occupancy of the Residential Unit.

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

C. Ownership by Housing Department. Notwithstanding the foregoing, the Housing Department may purchase and own the Residential Unit.

**SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNIT.** The provisions contained in this Section apply before and after the Initial Sale of the Residential Unit. “Initial Sale” is defined in this Agreement to be the sale of the Residential Unit from the Owner to a purchaser who shall subsequently become an ‘owner’. While Owner is not a Qualified Household, if the Owner rents the Residential Unit to a tenant prior to Initial Sale, the tenant must be a Qualified Household. In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. Occupancy.

1 Occupancy by Qualified Household. The Residential Unit may only be occupied by a Qualified Household, shall be such Qualified Household’s sole and exclusive primary residence, and each Qualified Household occupying the Residential Unit shall physically reside therein on a full-time basis, at least ten (10) months out of each calendar year. Except for permitted guests, no person other than those comprising the Qualified Household may occupy the Unit, provided that such requirement does not violate federal or state fair housing laws.

2 Occupancy by Tenant. The Residential Unit occupied by a tenant shall be the Qualified Household’s sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit. Only members of the Qualified Household may occupy a Residential Unit.

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

C. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of thirty (30) cumulative days per calendar year.

D. Renting. Owner or an owner may rent the Residential Unit to a Qualified Household after verification and qualification of eligibility by the Housing Department.

- E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than thirty-one (31) days.
- F. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.
- G. Maintenance. Owner or an owner shall take good care of the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association and shall make all repairs and maintain the Residential Unit in a safe, sound, habitable, and good condition and state of repair. In case of damage to the Residential Unit, Owner or an owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.
- H. Capital Improvements. Owner or an owner may only undertake capital improvements to the Residential Unit in accordance with the policies set forth in the Rules and Regulations, which policies may include but are not limited to, a limitation on the valuation of such improvements at resale, requirements regarding the advance written approval of such improvements, and documentation of proposed and completed improvements.
- I. Insurance. Owner or an owner shall keep the Residential Unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowner's association insurance), for the full replacement value of the Residential Unit.
- J. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the same may be adopted from time to time.
- K. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, the Rules and Regulations and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of a Residential Unit, an Owner or owner shall comply, and shall cause all occupants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to an Owner or owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by an Owner or owner. An Owner or owner shall maintain such records for a period of two (2) years.

**SECTION 4. TRANSFER LIMITATIONS.** Residential Unit(s) may only be sold in accordance with Sections 5, 6 and 7 below or transferred in accordance herewith as follows:

- A. Divorce. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the divorce of an owner, the Housing Department may consent to the transfer of the Residential Unit to the spouse of such owner, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- B. Death. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the death of an owner, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- C. Nonqualified Transferee. If title to the Residential Unit vests in a Nonqualified Transferee, as defined in the Rules and Regulations, the Residential Unit shall immediately be listed for sale in accordance with these Special Restrictions and the Rules and Regulations, or in the alternative, the Housing Department may exercise its option herein to purchase the Residential Unit. The following shall apply when the Housing Department determines there is a Nonqualified Transferee:
- 1 The Housing Department shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household.
  - 2 If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, he or she shall cooperate with the Housing Department to effect the sale, conveyance or transfer of the Residential Unit to a Qualified Household and shall execute any and all documents necessary to such sale, conveyance or transfer.
  - 3 A Nonqualified Transferee shall comply with these Special Restrictions, the Rules and Regulations, the Declaration, zoning and all Laws governing the ownership, occupancy, use, development or transfer of the Residential Unit, and further may only occupy the Residential Unit with the prior written consent of the Housing Department

**SECTION 5. INITIAL SALE OF THE RESIDENTIAL UNIT.** At Initial Sale, the Residential Unit may only be sold to a Qualified Household at a purchase price as Owner and prospective buyer may determine and subject to these Special Restrictions. After Owner and a prospective buyer enter into a purchase agreement for the purchase and sale of the Unit and at least thirty (30) days prior to purported closing of the purchase and sale, the prospective buyer shall provide such information as may be required by the Housing Department for it to determine if the prospective buyer is a Qualified Household. If the prospective buyer does not qualify as a Qualified Household, such buyer may not purchase the Unit. At all subsequent sales, the Housing Department will conduct a Weighted Drawing to identify a buyer.

**SECTION 6. RESALE OF RESIDENTIAL UNIT.** For the purposes of this Agreement, "Resale" shall mean all sales subsequent to the Initial Sale. At Resale, an owner desiring to sell a Residential Unit shall give written notice to the Housing Department of such desire (the "Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the "Maximum Resale Price," as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department's determination of the Maximum Resale Price, the resale of the Residential Unit shall be facilitated by the Housing Department

and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%)) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such resale of a Residential Unit shall be subject to these Special Restrictions. Each purchaser of a Residential Unit shall execute a Buyer's Acknowledgment of Special Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from an owner of such owner's desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

**SECTION 7. MAXIMUM RESALE PRICE.** This Section shall apply only to a Resale of the Residential Unit. To further the Town of Jackson's goal of providing affordable housing, after the Initial Sale, a Residential Unit may not be sold for a purchase price in excess of the "Maximum Resale Price." The Maximum Resale Price is the current owner's purchase price plus an increase in price of the Denver-Boulder-Greeley CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or three percent (3%), whichever is lower, per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Resale Price, the actual sales proceeds delivered to a selling owner may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department's sole and absolute discretion. Finally, to ensure that the resale price of any Residential Unit is limited to the Maximum Resale Price, no purchaser of a Residential Unit shall assume any obligation of a selling owner, nor shall such purchaser pay or provide to a selling owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale Price, as made by the Housing Department, shall be final and binding on all parties.

NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTY THAT UPON THE RESALE OF A RESIDENTIAL UNIT, AN OWNER SHALL OBTAIN THE ENTIRE MAXIMUM RESALE PRICE.

**SECTION 8. DEFAULT.** Each of the following shall be considered a default ("Default") subsequent to notice and opportunity to cure that is consistent with the Rules and Regulations:

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

- C. Failure to pay or default of any other obligations due or to be performed with respect to a Residential Unit which failure to pay or default could result in a lien against a Residential Unit, including without limitation, homeowner dues, property taxes, payment required by a promissory note or mortgage purporting to affect a Residential Unit. An Owner or owner shall notify the Housing Department in writing of any notification received from any lender or third party of past due payments or default in payment or other obligations due or to be performed within five (5) calendar days of an Owner or owner's notification.
- D. If the Residential Unit is taken by execution or by other process of law, or if an Owner or owner is judicially declared insolvent according to law, or if any assignment is made of the property of an owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or an Owner owner's property by a court of competent jurisdiction.
- E. Fraud or misrepresentation by purchaser, the Owner, a subsequent owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

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

**SECTION 9. DEFAULT REMEDIES.** In addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. Purchase Option.

1 The Housing Department shall have the option to purchase a Residential Unit for the lesser of the Maximum Resale Price, or the appraised value, subject to the restrictions of this Section and sections 6 and 7 herein ("Option"). If the Option is exercised on a Residential Unit prior to Initial Sale and a loan described in Section 10(A)(1) is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest and reasonable costs of such loan, regardless of any other provision of these Special Restrictions ("Purchase Price"). If the Owner has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against some of the remaining Residential Units (those which have not had an Initial Sale), the Option Purchase Price shall be prorated. In such event, the formula for establishing the Housing Authority's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x  $[6/(16-4)]$ ...Purchase Price x .50.

2 If the Housing Department desires to exercise its Option, the Housing Department shall provide written notice to Owner or owner of such election. Such notice shall include the purchase price and the

timing for the closing of the purchase. The Option must be exercised within ninety (90) days from receipt of a notification of borrower Default or the property foreclosure.

B. Forced Sale. The Housing Department may require an owner to sell the Residential Unit in accordance with the resale procedures set forth in these Special Restrictions and the Rules and Regulations. Such sale shall be subject to these Special Restrictions.

C. Whether the Housing Department elects to exercise its Option or to force a sale in accordance herewith, all proceeds, unless otherwise required by statute, will be applied in the following order:

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);

FOURTH, to the payment of the closing costs and fees;

FIFTH, to the two percent (2%) facilitation fee to the Housing Department;

SIXTH, to the payment of any penalties assessed against Owner or owner by the Housing Department;

SEVENTH, to the repayment to the Housing Department of any monies advanced by it in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made on Owner or owner's behalf;

EIGHTH, to any repairs needed for the Residential Unit; and

NINTH, any remaining proceeds shall be paid to Owner or owner.

If there are insufficient proceeds to satisfy the foregoing, Owner or owner shall remain personally liable for such deficiency.

D. Appointment of Housing Department as Owner's Attorney-in-Fact. In the event the Housing Department exercises its Option or requires the Forced Resale, an owner hereby irrevocably appoints the then-serving Housing Manager as such owner's attorney-in-fact to effect any such purchase or sale on owner's behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as the Housing Department may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.



E. Limitation on Appreciation at Resale. The Housing Department may fix the Maximum Resale Price of a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Default (or as of such date after the Default as the Housing Department may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.

F. Price Reduction. If after the one (1) year period set forth in Section 2.A above, the Owner is unable to sell the Residential Unit(s), the Housing Department will have the right to order an appraisal that will be paid for by the Owner. Such appraisal will be done recognizing the deed restrictions on the Residential Unit. If the appraisal is less than the Owner's initial selling price, the Owner will be required to adjust the selling price accordingly, and the Housing Department will list the Residential Unit for sale according to the Sale and Resale Standards in the Rules and Regulations.

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

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

## **SECTION 10. QUALIFIED MORTGAGE.**

A. Only a mortgage which is a "Qualified Mortgage" shall be permitted to encumber a Residential Unit. A "Qualified Mortgage" is a mortgage that:

- 1 Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, which are have a maximum loan to value ratio of One Hundred percent (100%); and
- 2 Is an owner's mortgage and the principal amount of such mortgage at purchase does not exceed ninety-six and one half percent (96.5%) of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent (95%) of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and
- 3 runs in favor of a "Qualified Mortgagee," defined as:

- i. An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; or
- ii. A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or
- iii. A non-affiliated, legitimate, "finance company." In no event may such finance company be an individual or any company that is affiliated with or has any affiliation with an Owner or owner or any family member of Owner or owner; or
- iv. JHTCA or Housing Department for any monies advanced by JHTCA or Housing Department in connection with a mortgage or other debt with respect to Residential Unit.
- v. the provider of a loan as described in Section 10(A)(1).

B. Any mortgage, lien or other encumbrance executed or recorded against a Residential Unit that is not a Qualified Mortgage shall:

- 1 be deemed unsecured; and
- 2 only be a personal obligation of Owner or owner and shall not affect or burden, and shall not be enforceable against, such Residential Unit.

Additionally, the execution or recordation of such mortgage, lien or other encumbrance shall be deemed a default hereunder and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation the right of the Housing Department to purchase and to force a sale.

C. In the event Owner or an owner fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage, lien or other encumbrance purporting to affect the Residential Unit, including without limitation a Qualified Mortgage, fails to timely make any other payment required in connection with the Residential Unit, including without limitation homeowner association dues and fees, assessments, payments to contractors, materialmen, or other vendors for work undertaken for which a lien could be filed against the Residential Unit, the Housing Department shall have (in addition to the any other remedies) the right to:

- 1. Cure such default and assume the payments and other obligations of Owner. In such event, Owner or owner shall be in default of these Special Restrictions, and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation its Option to purchase and its right to force a sale. In addition to such remedies, Owner or owner shall also be liable to the Housing Department for any amounts advanced.

2. Acquire the loan from the lender by paying the balance due together with accrued interest and reasonable costs, and the Housing Department shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents or take such other action as the Housing Department shall determine.
3. Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to these Special Restrictions.

ANY LENDER BY ENTERING INTO A LOAN TRANSACTION WITH AN OWNER OF A RESIDENTIAL UNIT HEREBY CONSENTS TO THE FOREGOING AND ACKNOWLEDGES THAT ANY INTEREST ACQUIRED BY VIRTUE OF ITS LIEN OR MORTGAGE SHALL BE SUBJECT AND SUBORDINATE TO THESE SPECIAL RESTRICTIONS.

#### **SECTION 11. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.**

- A. Termination by the Town of Jackson. These Special Restrictions may be terminated after a determination by the Town of Jackson that these Special Restrictions are no longer consistent with the Town's goals for affordable housing.
- B. Termination Resulting from Foreclosure by a Qualified Mortgagee. These Special Restrictions as applied to a Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:
  - 1 The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon an owner.
  - 2 The Housing Department did not exercise its rights as provided in Section 10, Qualified Mortgage.
  - 3 Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Owner or an owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to Owner or owner or any member of the Qualified Household, or (iv) the Housing Department.
  - 4 In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to Owner or owner of the foreclosed Residential Unit.
  - 5 Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an owner,

such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to Owner's or an owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 10, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

Nothing herein shall limit or restrict Owner's or an owner's right of statutory redemption, in which event, if Owner or an owner redeems, these Special Restrictions shall remain in full force and effect.

C. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and any subsequent owner of the Residential Unit, and recorded in the Teton County Clerk's Office against the title to the Land, in whole or in part, with the written consent of Owner or any subsequent owner of the Residential Unit and the Town of Jackson, Wyoming.

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

**SECTION 12. SPECIAL RESTRICTIONS AS COVENANT.** These Special Restrictions shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and the Town of Jackson.

**SECTION 13. NOTICES.** All notices required to be served upon the parties to these Special Restrictions shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address in the manner provided for giving notice.

**To Housing Department**

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

**With a Copy to:** insert the Town of Jackson or Teton County. insert the Town of Jackson or Teton County. Jackson, WY 83001.

To Owner

To the address of record in the Teton County Assessor/Clerk's office

**SECTION 14. ATTORNEY'S FEES.** In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

**SECTION 15. CHOICE OF LAW, FORUM.** These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner or owner by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

**SECTION 16. SEVERABILITY.** Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

**SECTION 17. SECTION HEADINGS.** Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

**SECTION 18. WAIVER.** No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

**SECTION 19. INDEMNIFICATION.** Owner and any subsequent owner shall indemnify, defend, and hold the Housing Department and insert the Town of Jackson or Teton County, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Owner's or an owner's breach of any provision of these Special Restrictions. Owner or owner waives any and all such claims against the Housing Department and insert the Town of Jackson or Teton County, Wyoming.

**SECTION 20. SUCCESSORS AND ASSIGNS.** These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

**SECTION 21. GOVERNMENTAL IMMUNITY.** Neither insert the Town of Jackson or Teton County, Wyoming nor the Housing Department waives governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

**IN WITNESS WHEREOF**, the undersigned have executed this instrument as of the Effective Date.

**Insert declarant's organization (corporation):**

Bland Hoke

Insert name of signor, insert title of signor

STATE OF WYOMING                    )  
  )       ss.  
COUNTY OF TETON                    )

On the \_\_\_\_\_ day of , 20\_\_, the foregoing instrument was acknowledged before me by insert name of signor, as insert title of signor, of insert declarant's organization.

Witness my hand and official seal.

(Seal)

Notary Public My commission expires:

**INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS**

Click here to enter name of Mayor or Chair, insert Mayor or Chair

STATE OF WYOMING                    )  
  )       ss.  
COUNTY OF TETON                    )

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

Witness my hand and official seal.

(Seal)

Notary Public My commission expires:

Approved as to form:

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

Insert name of Housing Manager, Housing Manager

STATE OF WYOMING            )  
  )       ss.  
COUNTY OF TETON            )

On the [Click here to enter day.](#) day of [Click here to enter month.](#), 20[Click here to enter year](#), the foregoing Special Restrictions for Affordable Housing was acknowledged before me by insert name of Housing Manager as Housing Manager.

Witness my hand and official seal.

(Seal)

Notary Public

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**AFFIRMED**

**INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS**

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[Click here to enter name of Mayor or Chair](#), insert Mayor or Chair

**ATTEST**

---

Click here to enter name of Clerk, insert Town Clerk or County Clerk



## An architectural rendering of a proposed industrial facility. The scene features two large, grey, single-story buildings with dark roofs. The building on the left has a sign that reads "Business Sign" and a large garage door. The building on the right also has a sign that reads "Business Sign" and a large garage door. In front of the buildings are parking lots with several vehicles, including a white car, a yellow car, a blue car, and a white truck. There are also several tall, green, conical trees planted in the landscape. The sky is blue and clear.



A0.1	COVER SHEET
<u>CIVIL SITE DRAWINGS</u>	
C1.0	EXISTING SITE PLAN
C2.0	PHASE 1 PARKING PLAN
C2.1	PHASE 2 PARKING PLAN
C3.0	PHASE 1 UTILITY CONCEPT
C3.1	PHASE 2 UTILITY CONCEPT
C3.2	PHASE 1 STORMWATER MANAGEMENT PLAN
C3.3	PHASE 2 STORMWATER MANAGEMENT PLAN

LP1.0	EXISTING TREES
LP1.1	LANDSCAPE PLAN PHASE 1
LP1.2	LANDSCAPE PLAN PHASE 2
LP5.0	LANDSCAPE DETAILS AND NOTES
LP5.1	LANDSCAPE PLANT UNITS

A2.0	PHASE 1 WEST LEASE SPACE PLANS
A2.1	PHASE 1 HOUSING PLANS
A2.2	PHASE 2 EAST LEASE SPACE PLANS
A3.1	PHASE 1 LEASE BLDG ELEVATIONS
A3.2	PHASE 1 LEASE BLDG ELEVATIONS
A3.3	PHASE 1 HOUSING UNITS ELEVATIONS
A3.4	PHASE 2 LEASE BLDG ELEVATIONS
A3.5	PHASE 2 LEASE BLDG ELEVATIONS

**PROJECT INFORMATION**  
 Lot 4 of M-B Subdivision,  
 Town of Jackson, 1675 Berger Road  
 PIDN: 22-40-16-06-1-02-003  
 Lot Size: 1.386 Acres ( 60,374 sf)  
 Zoning: Business Park  
 Existing Building: 1 story, 12,096 sf  
 Existing Use: Light Industrial

GENERAL NOTE:  
COMMERCIAL BUILDINGS TO HAVE FIRE SPRINKLER  
PROTECTION PER NFPA REQUIREMENTS

REQUIREMENT	PROPOSED
LSR (min) .15 x (60,374sf) = 9,082.3sf	Phase 1 (13,485sf) Phase 2 (12,889sf)
Setbacks = Street 20', Side 10', Rear 20'	Street 20', Side 10', Rear 20'
Height Limit (max) 35'	25' commercial, 25'-6" housing
Stories (max) 2 Phase 1 Non-res (1 story + mezzanine) Phase 2 Non-res (1 story)	Phase 1 Housing (2 story)
FAR (max) .41 x (60,374sf) = 24,753sf	Phase 1 (.40) Phase 2 (.41)
Individual Bldg (gross flr area max) = 15,000sf	Phase 1 (11,993sf) Phase 2 (12,760sf)
Allowed Uses: Includes Light Industrial	Light Industrial + Affordable Housing
Use Permit Required: Basic Use Permit	Basic Use Permit
Affordable Housing: 000246 Units x SF	$[(24,753sf - 12,096sf \text{ existing bldg}) \times .000246 \text{ units/sf} = 3,111 \text{ units}]$
Design Review Required exterior materials only	See Elevation Renderings
Site Development Setbacks (min) 0' (40% of lineal frontage curb cut allowed) Front setback parking allowed per LDR 2.3.10.E.2.b	Complies - See Site Plan
Landscaping Plant Units Required nonresidential: 1/1000sf of LSR area = 9.08 parking lot: 1/12 spaces = 2.667 (phase 1) = 2.916 (phase 2)	Phase 1 (11.7 plant units) Phase 2 (12 plant units)
Fencing Height (max) – Street yard 4', Side or Rear yard 6'	Need planning department interpretation on height in west setback. Will comply with requirements.
Exterior Lighting Standards	Will comply – request to defer until final development plan submittal.
Steep Slope Standards	Not applicable
Signs	Defer until building permit submittal
Parking Requirement: 1 per 1000sf + 1 per company vehicle 1 disability spaces / 25 Shared parking with Housing – 100%	Phase 1 (32 spaces) Phase 2 (35 spaces) 2 disability spaces 100% shared parking between uses

BOX 4119  
JACKSON, WY 83001

307-733-5697  
FAX 307-733-5761

1675 BERGER ROAD  
JACKSON HOLE, WYOMING

SCALE :  $\frac{1}{8}" = 1'-0"$

Date:  
10.01.2020

Revisions:

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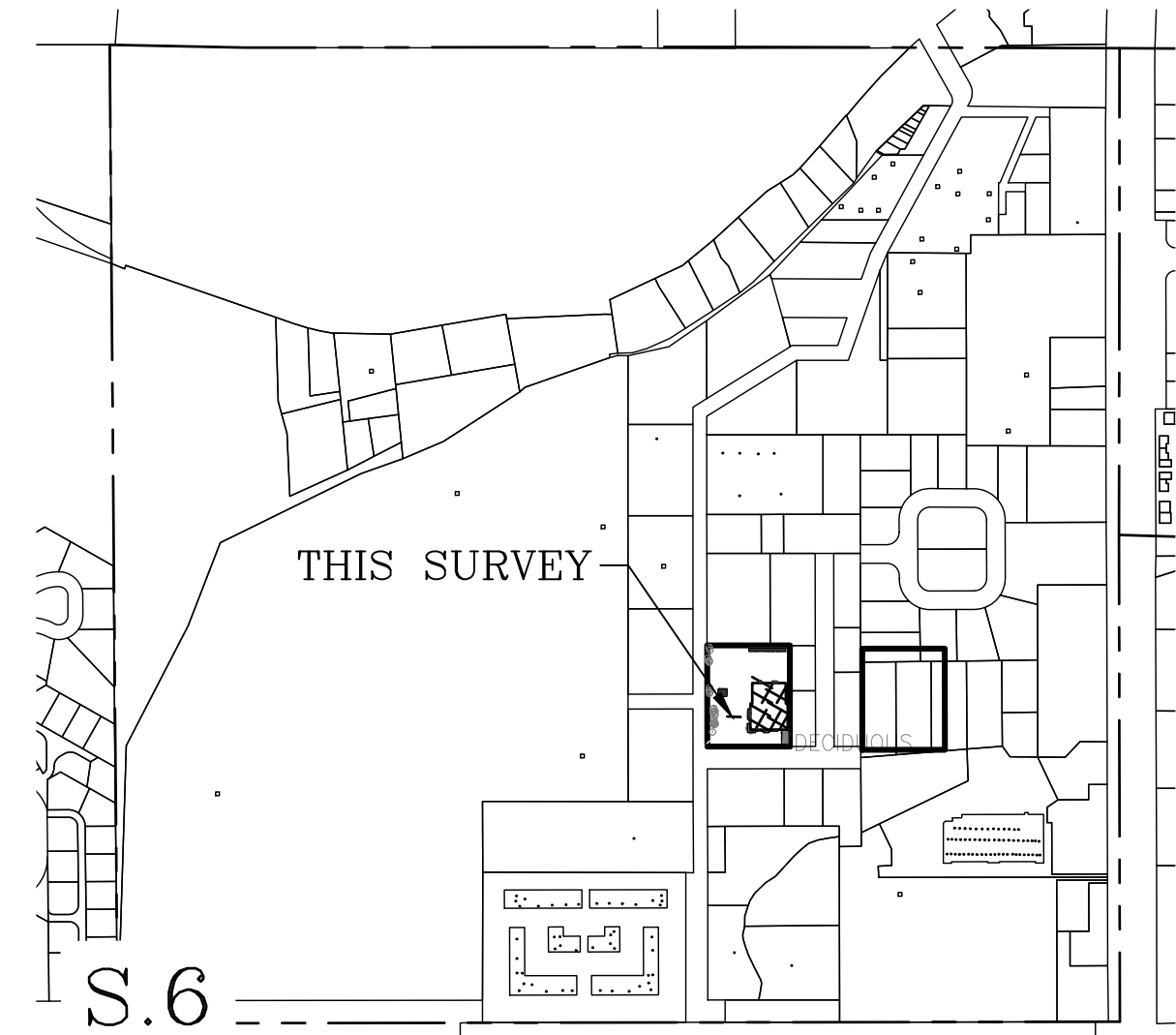
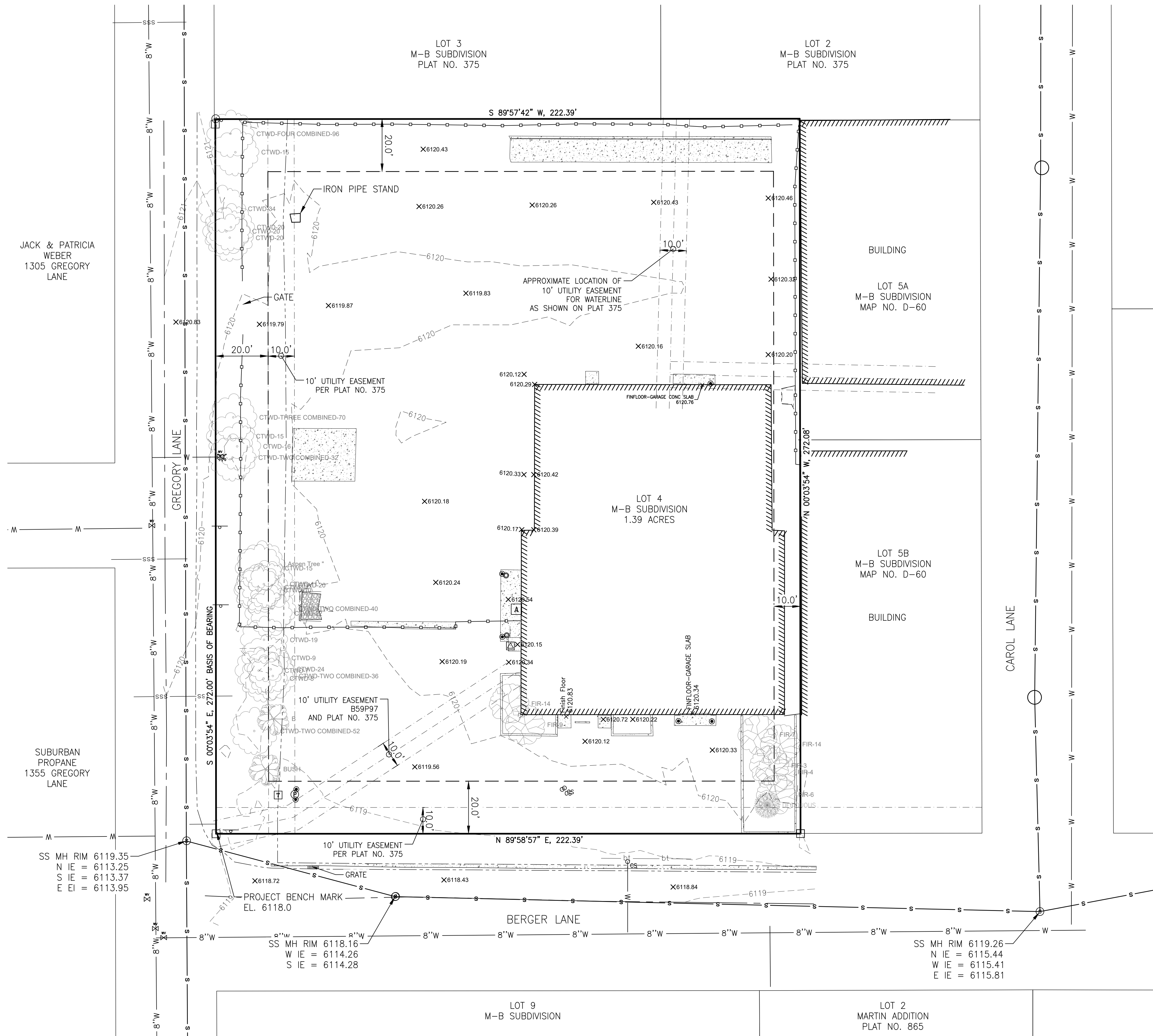
# A0.1

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## COVER SHEET












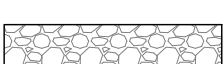
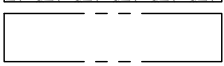
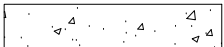


SUBURBAN  
PROPANE  
1355 GREGORY  
LANE



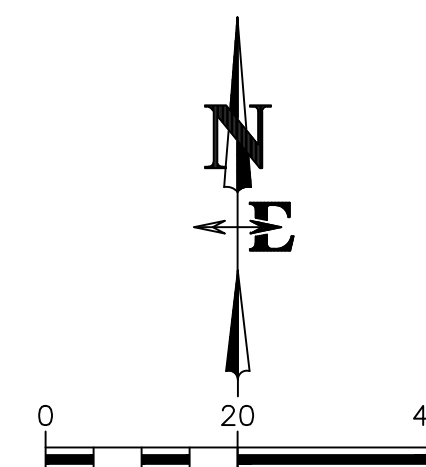
VICINITY MAP  
SW1/4NE1/4  
SECTION 6  
T40N, R116W  
TOWN OF JACKSON  
TETON COUNTY, WY




- | LEGEND  |                                   |
|---|-----------------------------------|
|    | = PROPERTY LINE                   |
|    | = EASEMENT LINE                   |
|    | = SETBACK LINE                    |
|   | = CURB LINE                       |
|  | = FLOWLINE                        |
|  | = EDGE OF PAVEMENT                |
|  | = BUILDING                        |
|  | = WIRE FENCE LINE                 |
|  | = WOOD ENCLOSURE                  |
|  | = WATER LINE PER TOJ GIS          |
|  | = SANITARY SEWER LINE PER TOJ GIS |
|  | = GRAVEL AREA                     |
|  | = PAVEMENT AREA                   |
|  | = CONCRETE                        |

NOTE:  
THE MAP WAS PREPARED  
WITHOUT BENEFIT OF TITLE  
REPORT AND IS SUBJECT TO  
ANY OTHER EASEMENTS,  
RESTRICTIONS, RESERVATIONS,  
RIGHTS-OF-WAY, AND  
CONDITIONS OF SIGHT AND/OR  
OF RECORD INCLUDING, BUT  
NOT LIMITED, TO THOSE SHOWN  
HEREON;

SETBACKS PER TOJ BP ZONE  
20' STREET  
10' SIDE  
20' REAR

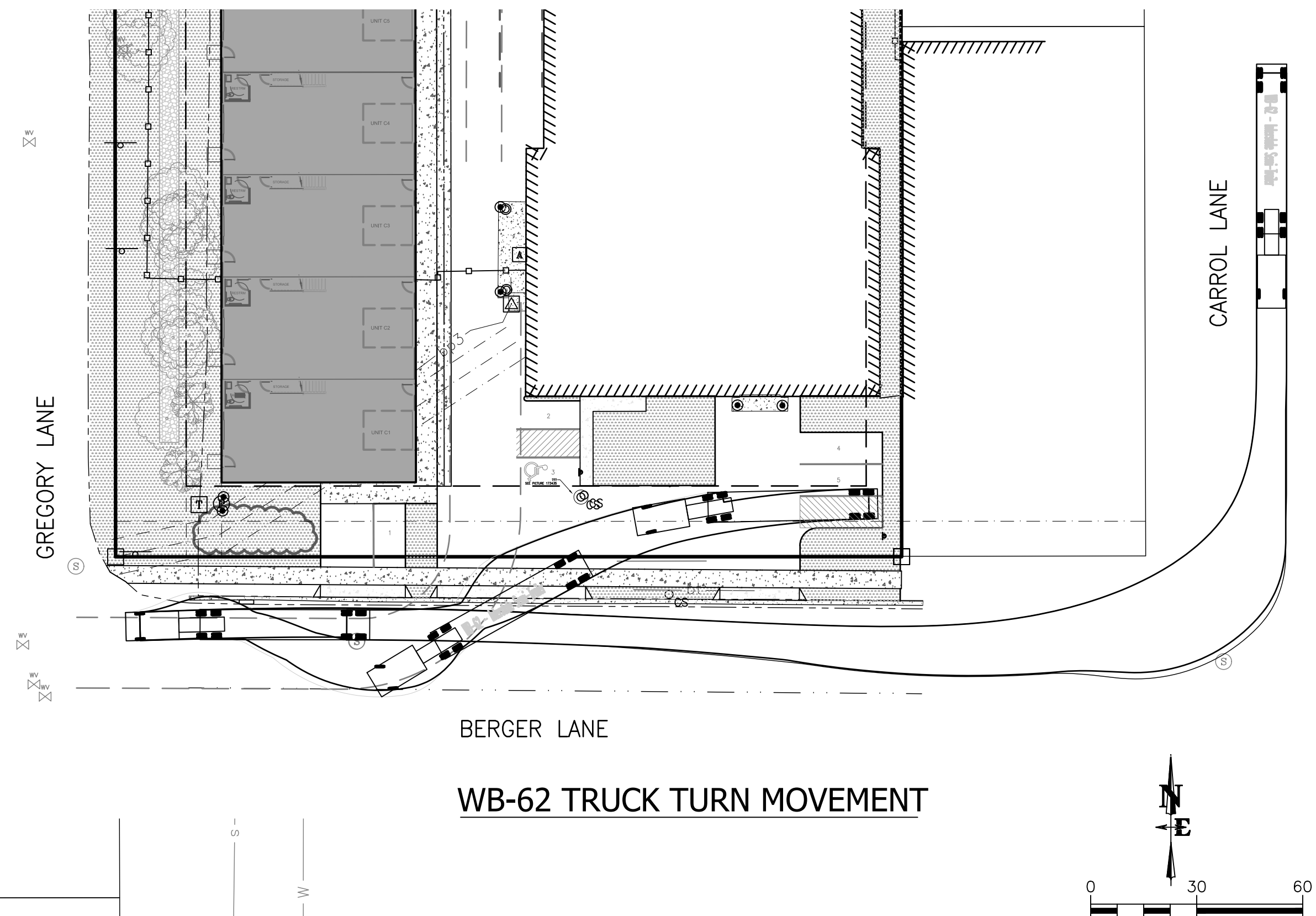
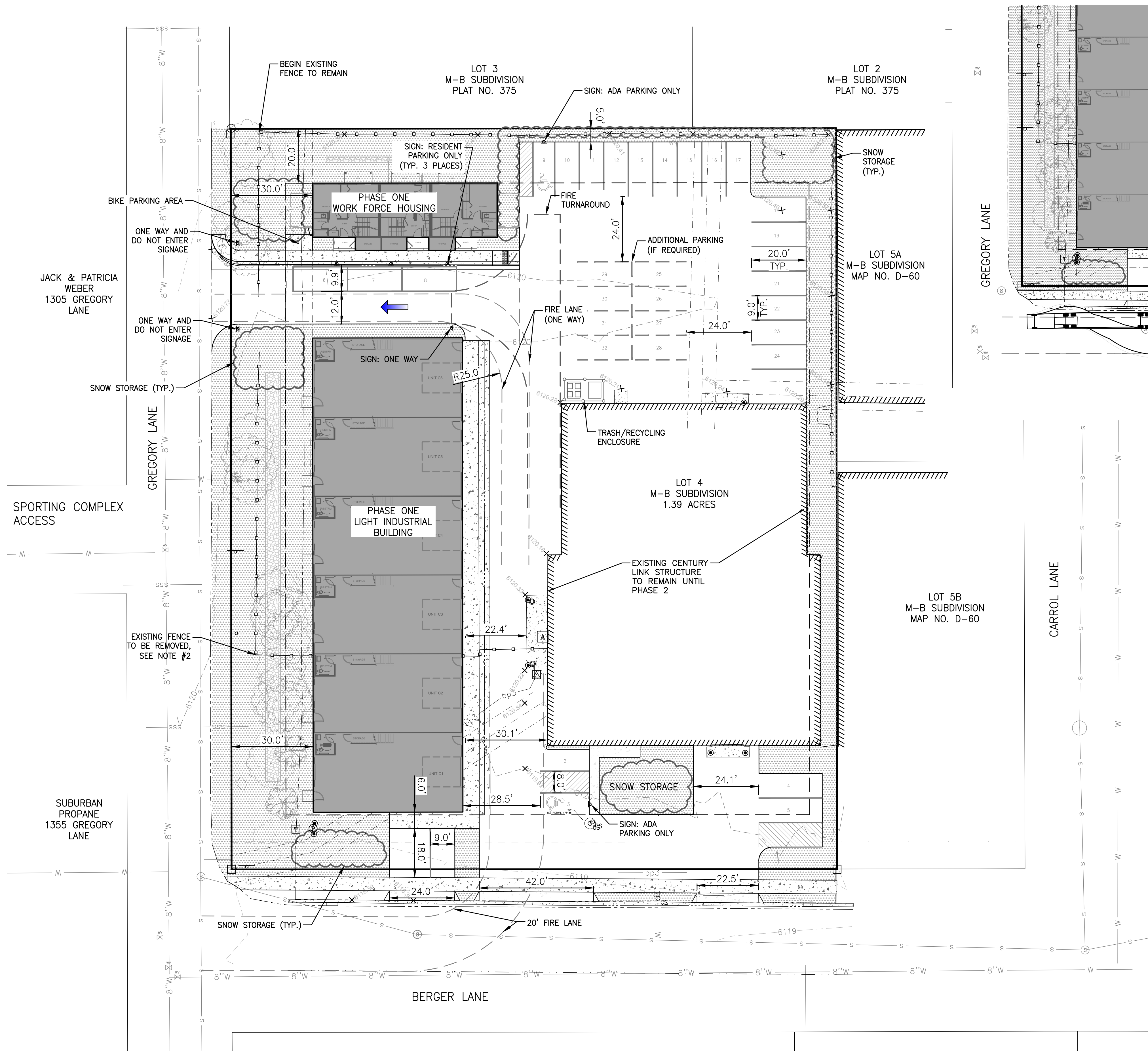


Vertical datum based on NAVD88 (geoid12b),  
derived from network gps observations.

DRAWING NO <b>C1.0</b>		JOB TITLE BLAND HOKE 1675 BERGER LANE LOT 4, M-B SUBDIVISION		DRAWING TITLE EXISTING SITE PLAN		<div><p>P.O. BOX 1599, JACKSON WYOMING (307) 733-2087</p></div>		<table><tr><td>DATE</td><td>7/2/2020</td><td>REV</td></tr><tr><td>SURVEYED</td><td>DK</td><td>7/06/20</td></tr><tr><td>ENGINEERED</td><td></td><td>8/25/20</td></tr><tr><td>DRAWN</td><td>SK</td><td></td></tr><tr><td>CHECKED</td><td></td><td></td></tr><tr><td>APPROVED</td><td>LR</td><td></td></tr></table>		DATE	7/2/2020	REV	SURVEYED	DK	7/06/20	ENGINEERED		8/25/20	DRAWN	SK		CHECKED			APPROVED	LR	
DATE	7/2/2020	REV																									
SURVEYED	DK	7/06/20																									
ENGINEERED		8/25/20																									
DRAWN	SK																										
CHECKED																											
APPROVED	LR																										
JOB NO <b>19-300-01</b>																											



S:\Proj\2019\300-02\1675 Berger Lane - Civil Consultation\4 Drawings\CA\19-300 GRADING\DISC\042 PHASE I PARKING PLAN - Dct 12 2021 02:58:38 pm PLOTTED BY: doster DWG FIRMAT: C20



WB-62 TRUCK TURN MOVEMENT

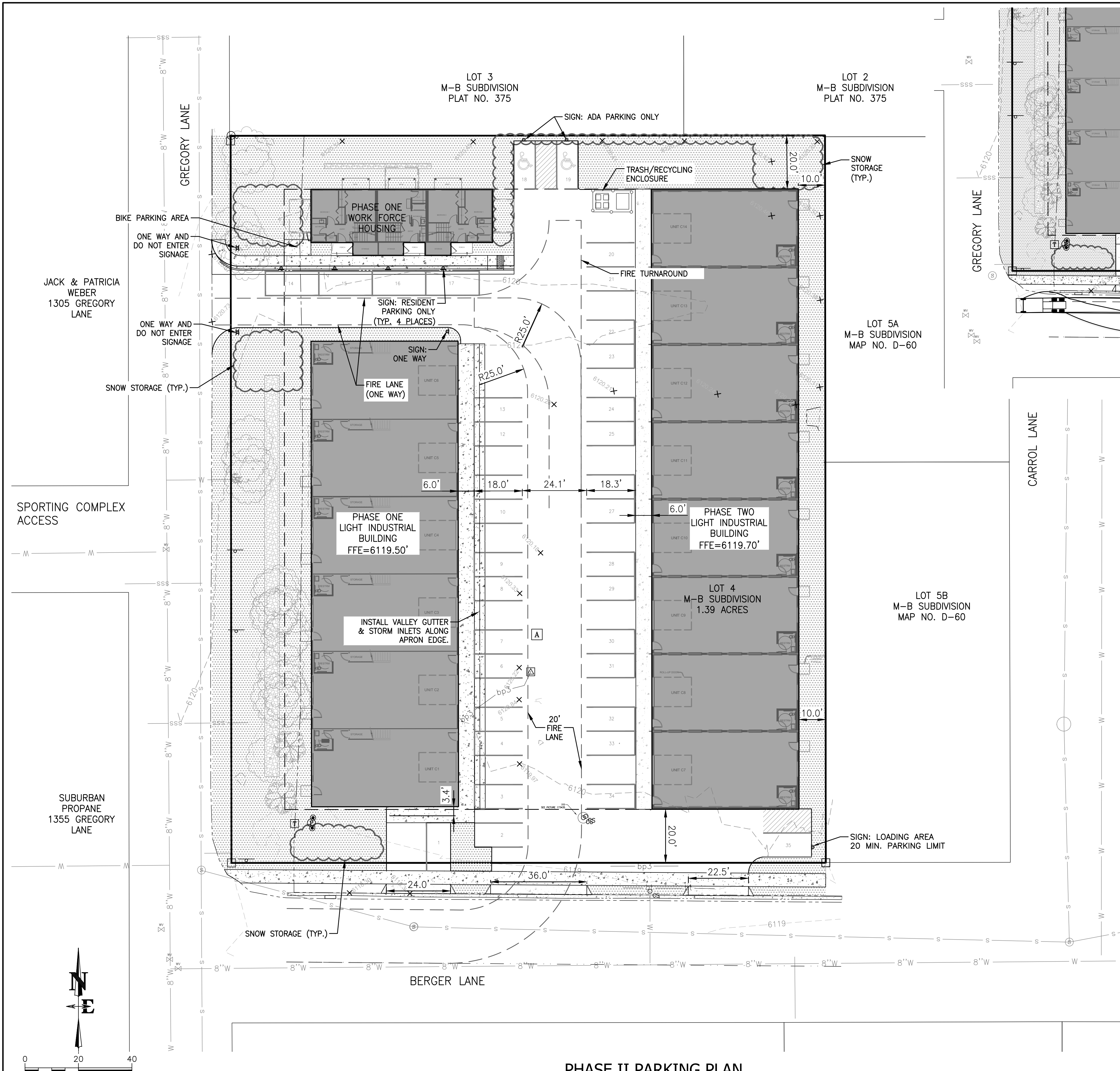
PHASE I PARKING PLAN

NOTES:  
1. ALL EXISTING SITE FENCING TO BE REMOVED.

SKETCH PLAN SUBMITTAL

DRAWING NO	JOB TITLE	DRAWING TITLE	DATE				
			10/2/2020	REV.	DATE	SURVEYED	ENGINEERED
C2.0	HOKE & CO. 1675 BERGER LANE JACKSON, WY	PHASE I PARKING PLAN	NE	DD	DD	DD	DD
			DD	DD	DD	DD	DD
			DD	DD	DD	DD	DD
			DD	DD	DD	DD	DD





ST-105  
C2.1

## SIGNAGE PLACEMENT

ST-105	DATE:
SCALE:	

DRAWING NO

JOB NO

19-300-02

**JOB TITLE**

HOKE &amp; CO.

1675 BERGER LANE

JACKSON, WY

DRAWING TITLE

## PHASE II PARKING PLAN

DATE	10/2/2020	REV.
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NE	SURVEYED
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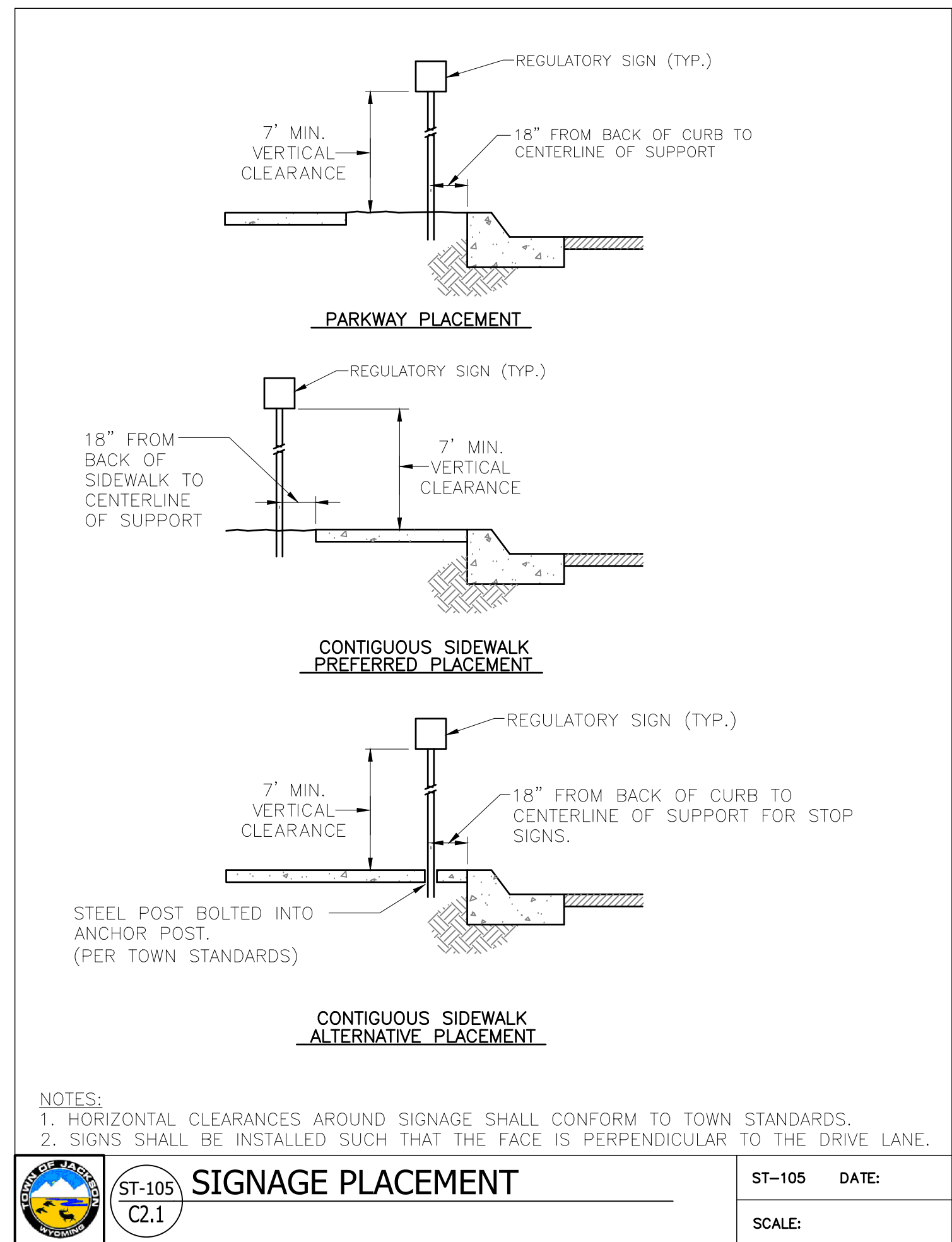
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DRAWN	NB

CHECKED	DD
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P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

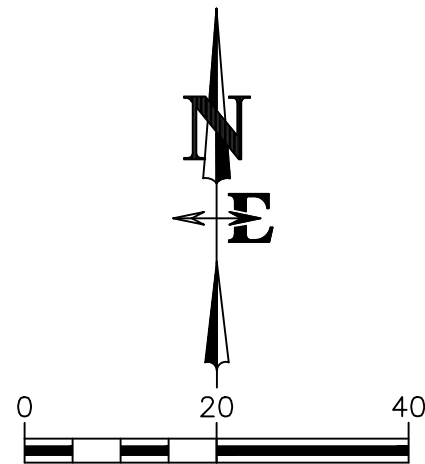
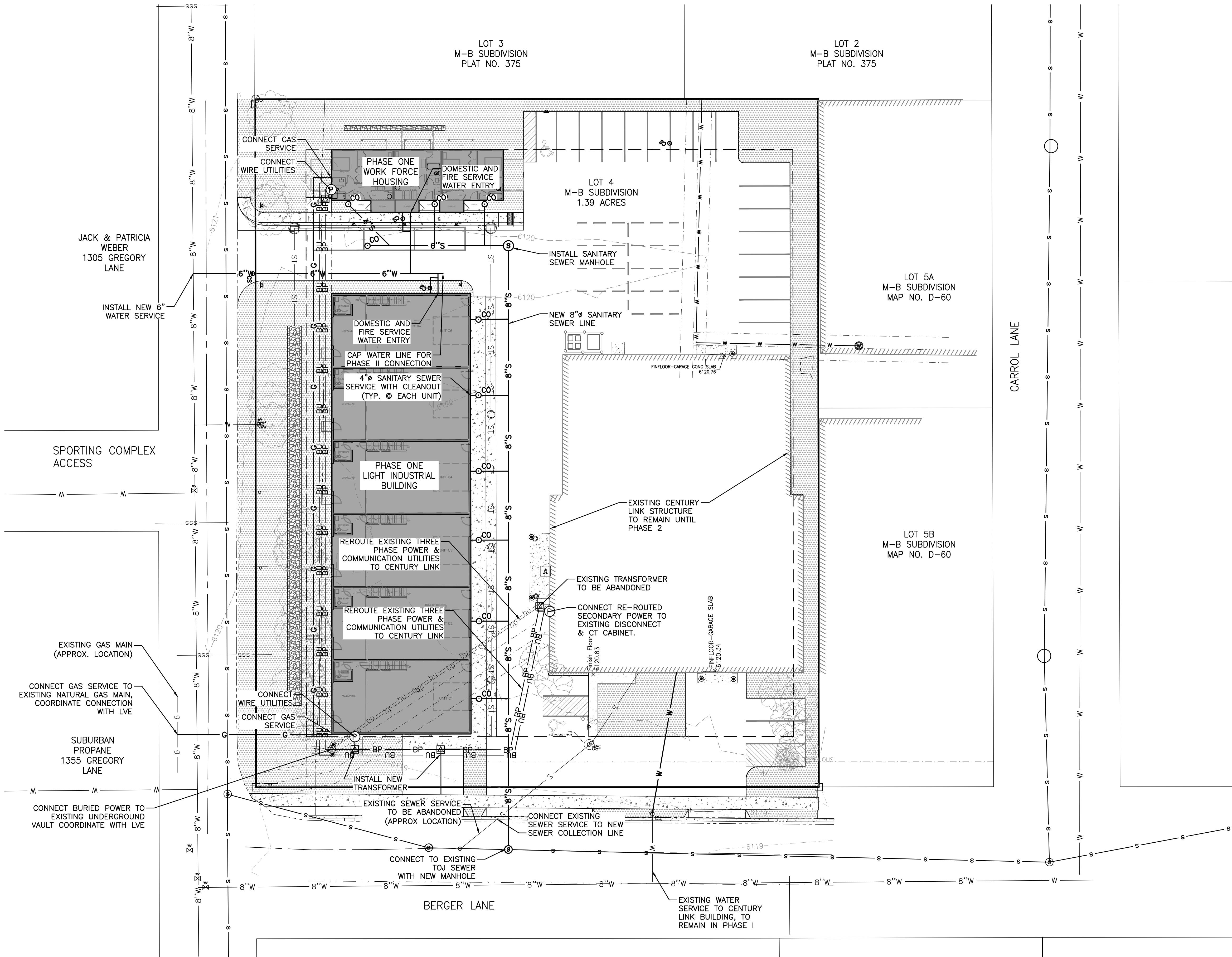
# NELSON ENGINEERING

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



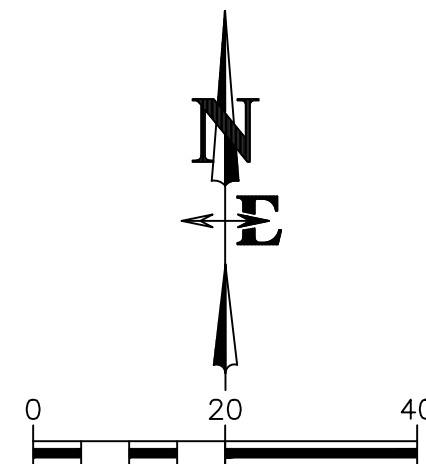


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SKETCH PLAN SUBMITTAL

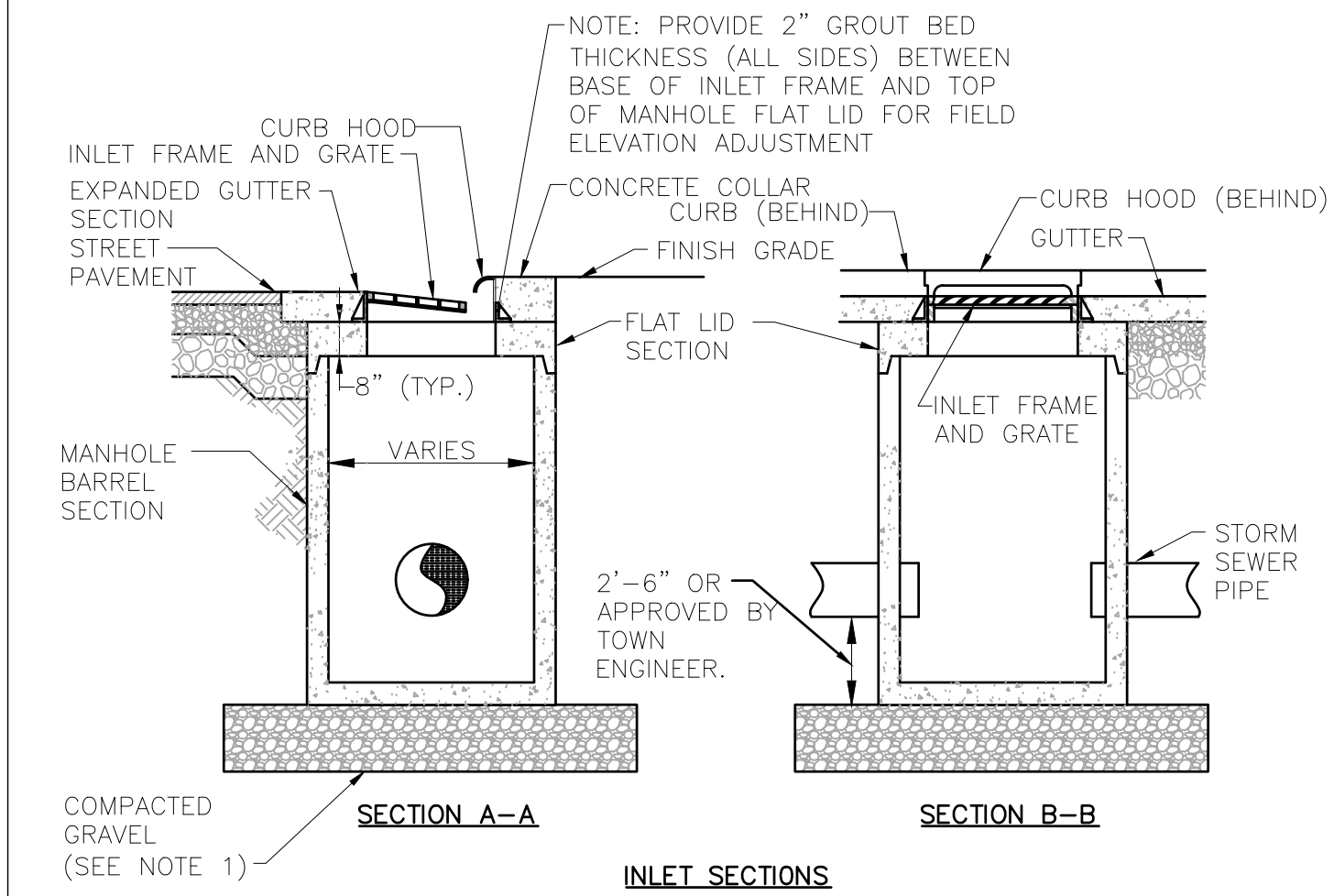
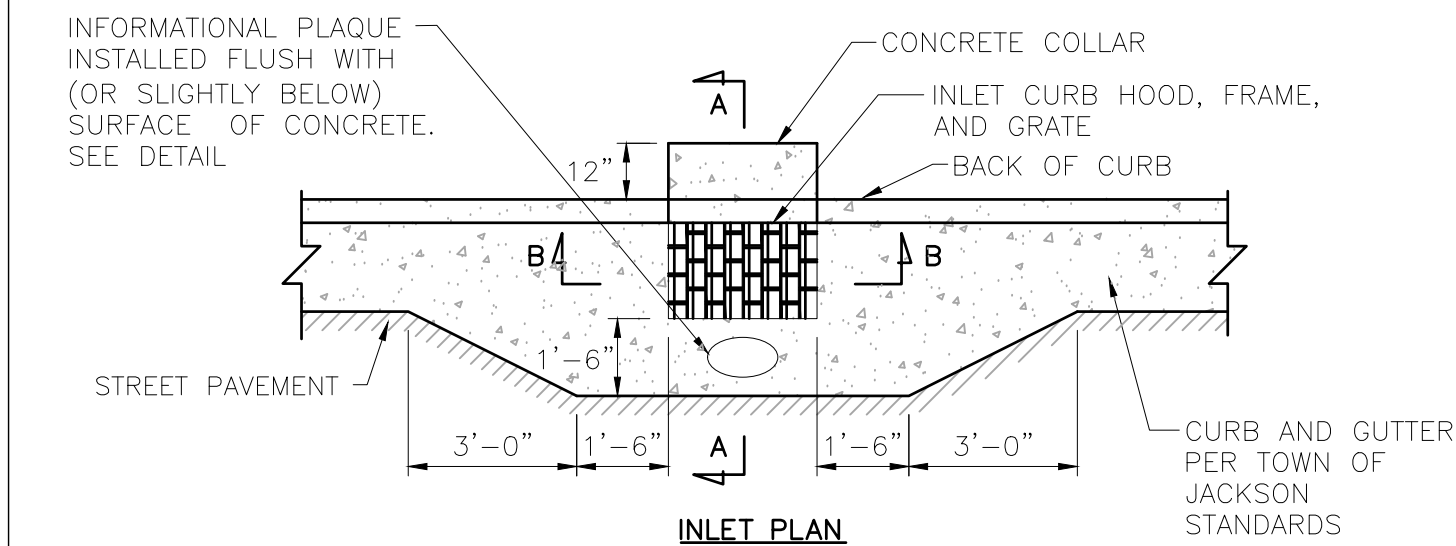
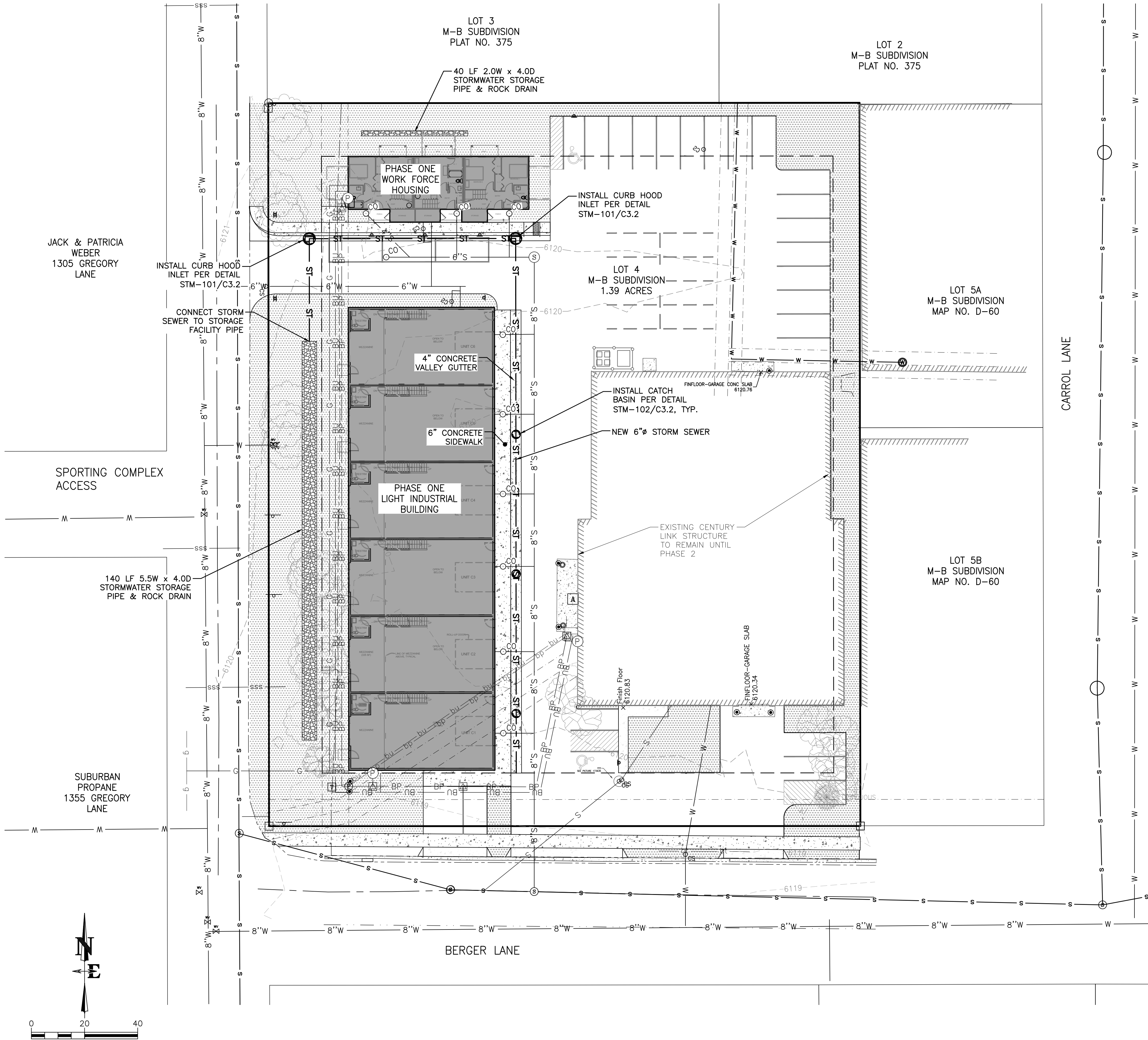
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				SURVEYED	ENGINEERED	DRAWN	CHECKED	APPROVED
C3.0	HOKE & CO. 1675 BERGER LANE JACKSON, WY	PHASE I UTILITY CONCEPT	10/2/2020	NE	DD	DD	NB	DD
JOB NO	19-300-02							



DRAWING NO <b>C3.1</b>	JOB TITLE <b>HOKE &amp; CO. 1675 BERGER LANE JACKSON, WY</b>	DRAWING TITLE <b>PHASE II UTILITY CONCEPT</b>	DATE 10/2/2020	REV.
JOB NO <b>19-300-02</b>			SURVEYED NE	
			ENGINEERED DD	
			DRAWN RB	
			CHECKED DD	
			APPROVED DD	



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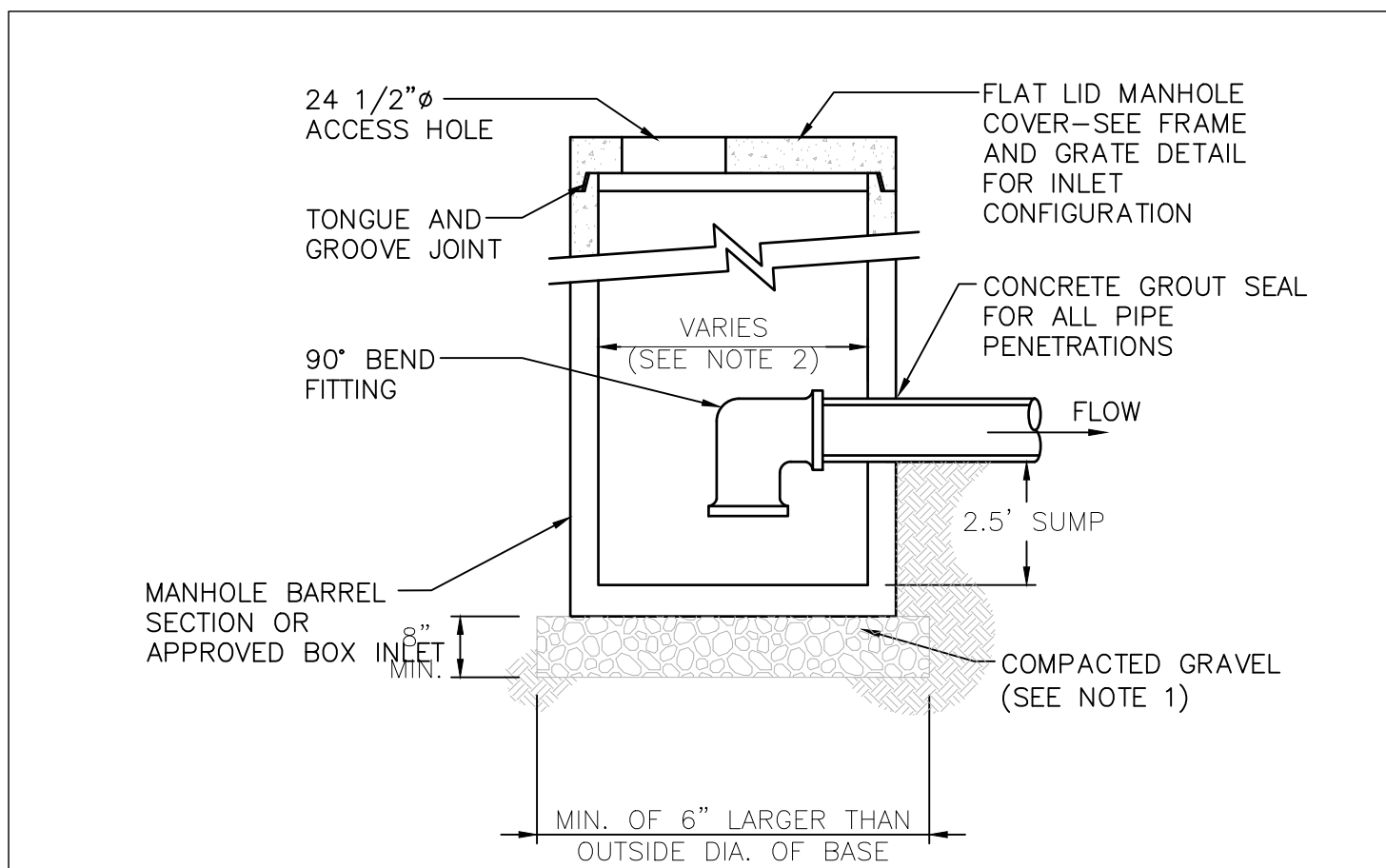


NOTES:  
1. GRAVEL SHALL BE EIGHT INCH MINIMUM THICKNESS, CONFORM TO WPWSS SECTION 02190, PART 2.03, GRADING H, AND BE INSTALLED PER WPWSS SECTION 02231, PART 3.03.

STM-101  
C3.2

**CURB HOOD INLET DETAILS**

DATE: \_\_\_\_\_  
SCALE: \_\_\_\_\_



NOTES:  
1. GRAVEL SHALL BE EIGHT INCH MINIMUM THICKNESS, CONFORM TO WPWSS SECTION 02190, PART 2.03, GRADING H, AND BE INSTALLED PER WPWSS SECTION 02231, PART 3.03.  
2. ALL DIMENSIONS TO BE APPROVED BY THE TOWN PUBLIC WORKS DEPARTMENT.  
3. MANHOLE COVER SHALL BE DESIGNED FOR H20S LOADING.  
4. SEE DETAIL FOR CAST IRON FRAME AND COVER.  
5. SEE ADJUSTMENT AND COLLAR DETAIL.

STM-102  
C3.2

**STORM DRAIN PARKING LOT INLET**

DATE: 12/12/12  
SCALE: NTS

SKETCH PLAN SUBMITTAL

DATE	10/2/2020	REV.	NE	DD	DD
SURVEYED			NE	DD	DD
ENGINEERED			DD	NE	DD
DRAWN			DD	DD	NE
CHECKED			DD	DD	DD
APPROVED			DD	DD	DD

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

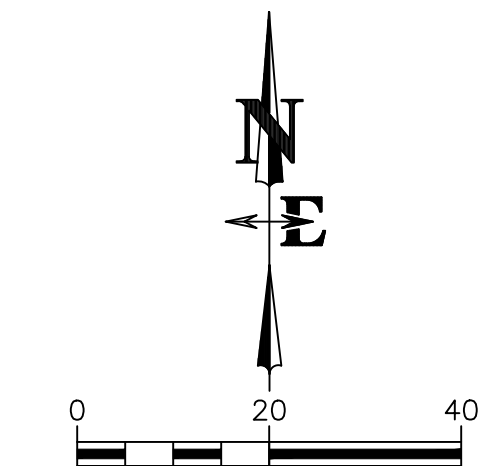
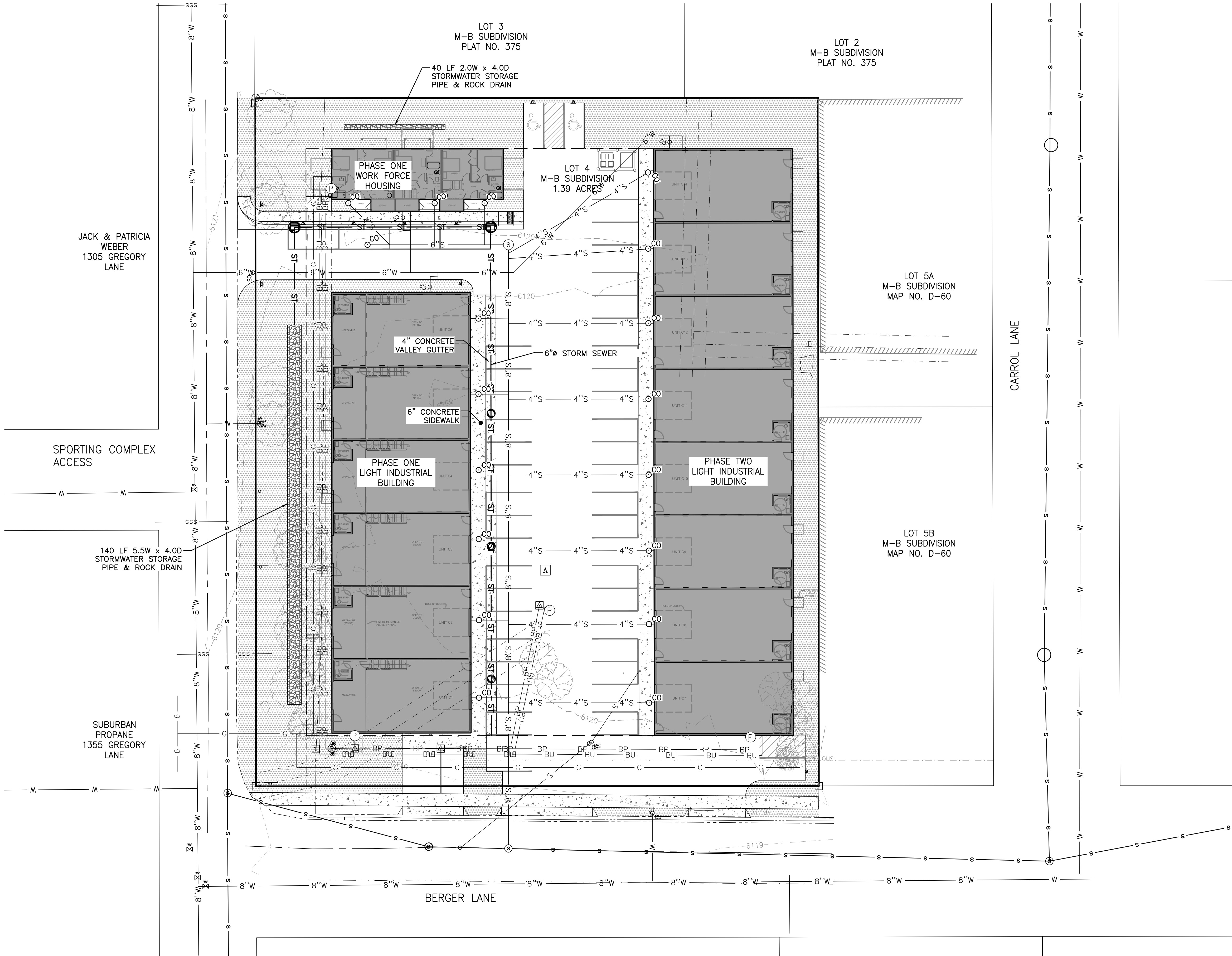
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**PHASE I STORMWATER MANAGEMENT PLAN**

JOB TITLE  
**HOKE & CO.  
1675 BERGER LANE  
JACKSON, WY**

DRAWING NO  
**C3.2**  
JOB NO  
**19-300-02**



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STORMWATER MANAGEMENT NOTE:  
NO MODIFICATIONS TO PHASE 1  
STORM SEWER INFRASTRUCTURE  
IS REQUIRED IN PHASE II

SKETCH PLAN SUBMITTAL

DRAWING NO  
C3.3

JOB NO  
19-300-02

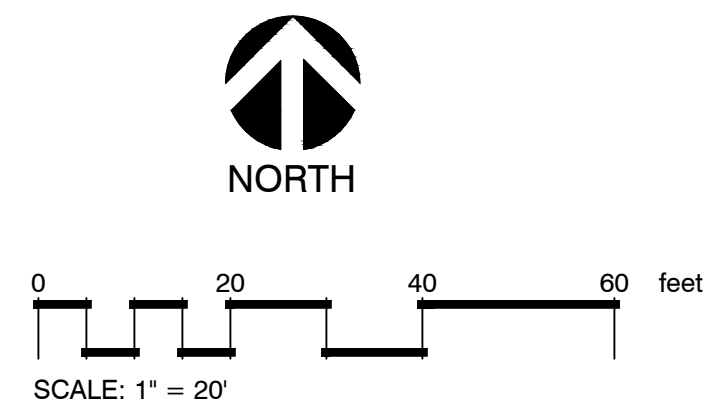
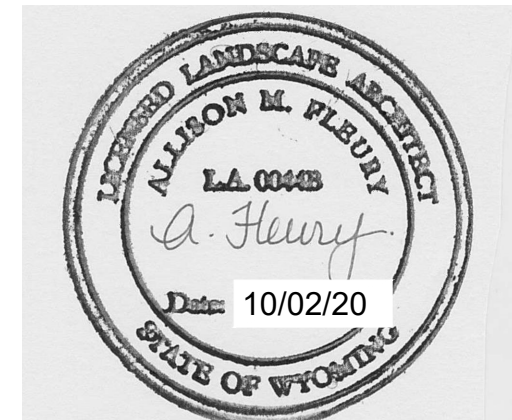
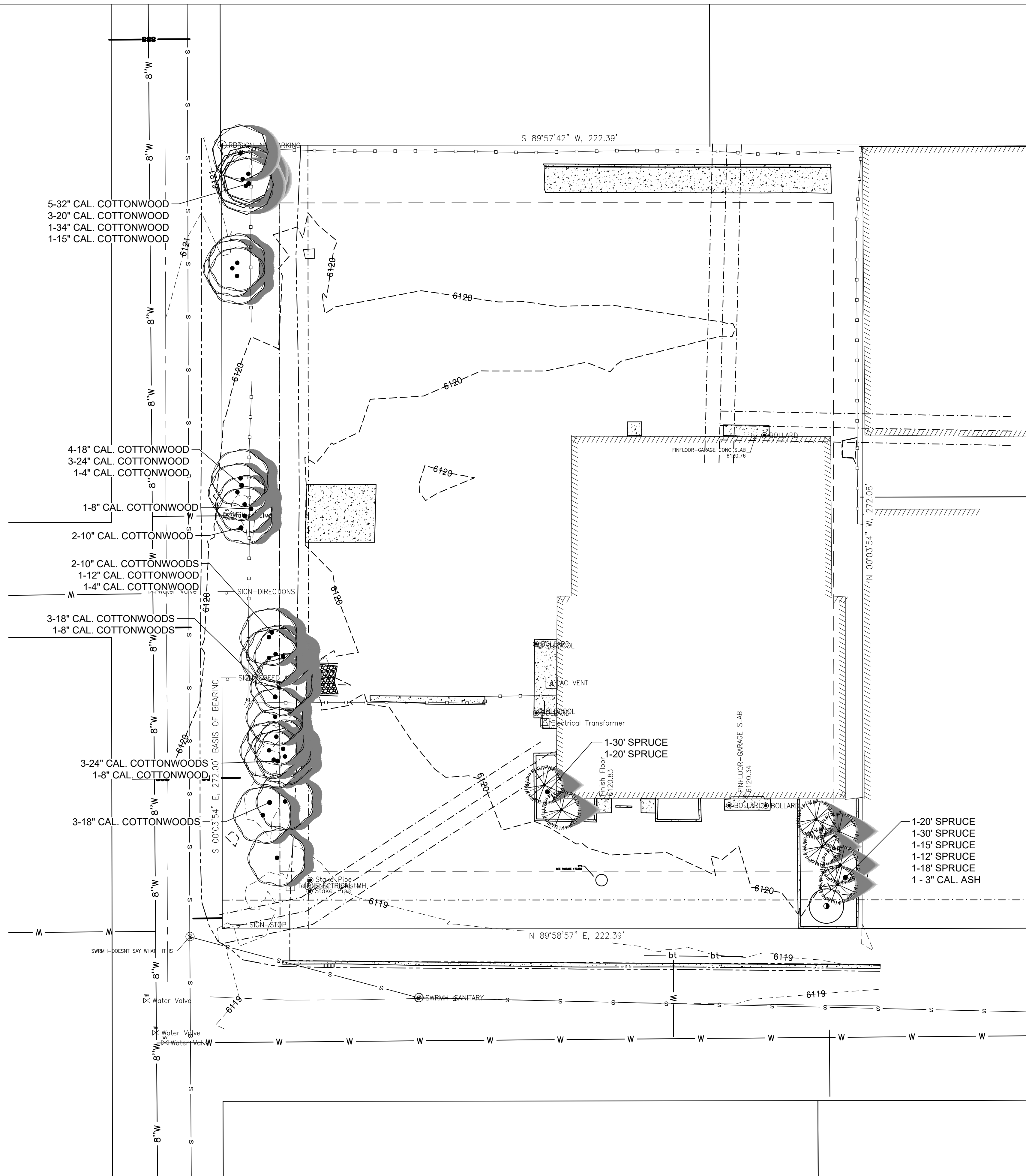
JOB TITLE  
HOKE & CO.  
1675 BERGER LANE  
JACKSON, WY

DRAWING TITLE  
PHASE II STORMWATER MANAGEMENT PLAN

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

DATE	10/2/2020	REV.
SURVEYED	NE	
ENGINEERED	DD	
DRAWN	NB	
CHECKED	DD	
APPROVED	DD	



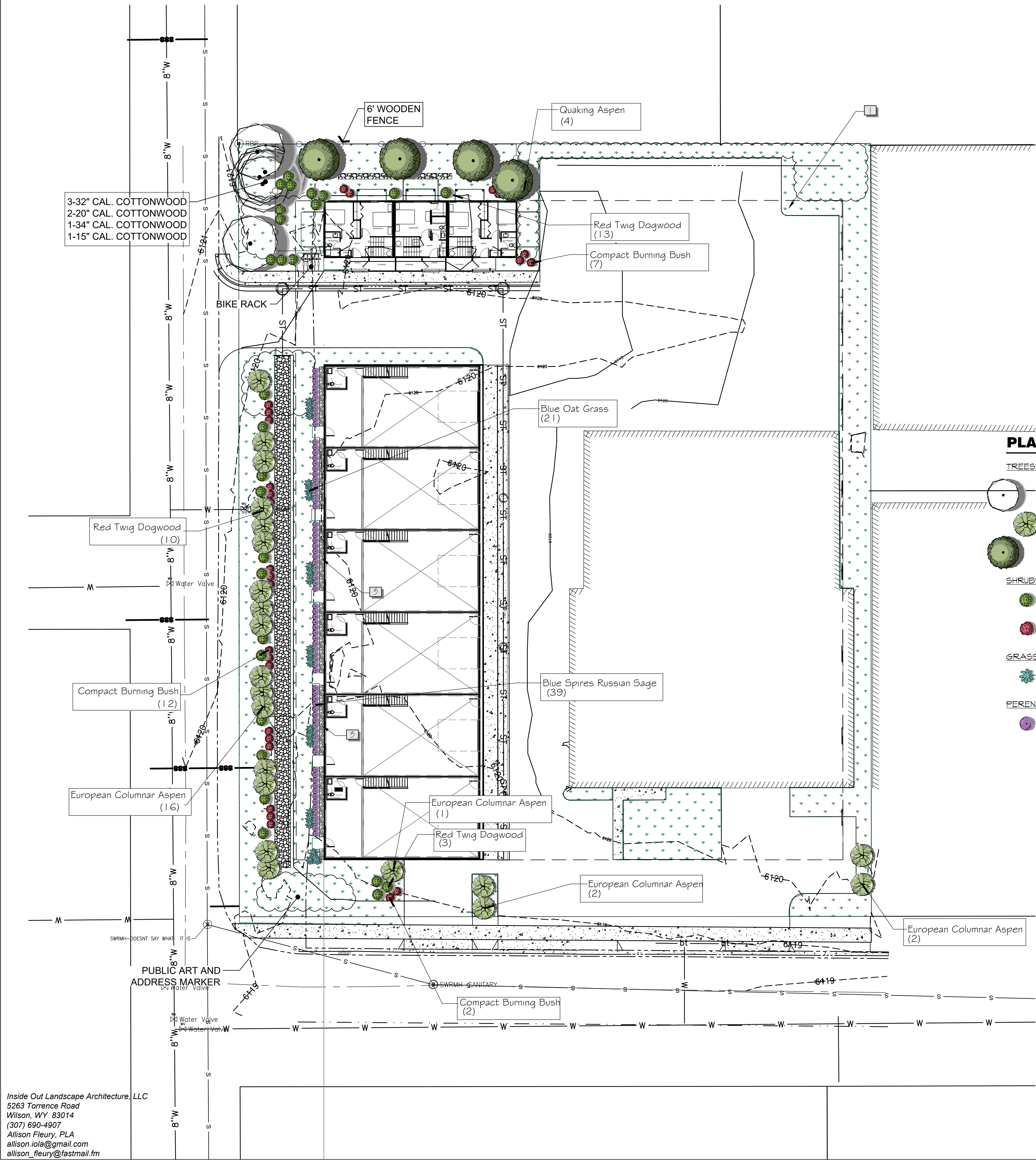


PROJECT TITLE:  
1675 BERGER LANE  
JACKSON WY

DRAWING TITLE:  
EXISTING TREES

DRAWING NO: LP 1.0  
Project Number: 2020-20  
Prepared By: AMF Date: 10/02/20 Rev. Date:





REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
	PHASE 1 LSR	13,435 sf	
	PHASE 2 LSR	sf	
	GRAVEL DRIP EDGE	222 sf	



European Columnar Aspen



Bailey Red Twig Dogwood



Blue Spires Russian Sage



Compact Burning Bush



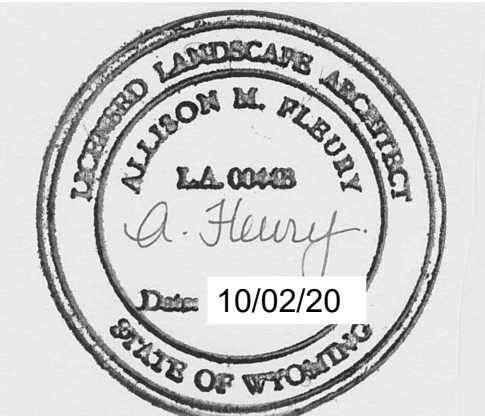
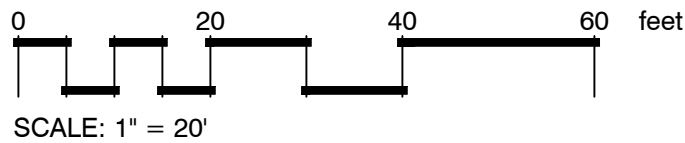
Blue Oat Grass

PLANT SCHEDULE PHASE 1

TREES	BOTANICAL NAME	COMMON NAME	CONT	CAL	QTY	REMARKS
	Populus angustifolia	Narrowleaf Poplar	Existing - to remain		6	
	Populus tremula 'Erecta'	European Columnar Aspen	B & B	2.5' Cal	21	
	Populus tremuloides	Quaking Aspen	B & B	3' Cal	4	
SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	FIELD2	QTY	REMARKS
	Cornus sericea 'Bailey'	Red Twig Dogwood	B & B	4' min.	28	
	Evonymus alatus 'Compactus'	Compact Burning Bush	5 gal		27	
GRASSES	BOTANICAL NAME	COMMON NAME	SIZE	FIELD2	QTY	REMARKS
	Helictotrichon sempervirens	Blue Oat Grass	1 gal		21	
PERENNIALS	BOTANICAL NAME	COMMON NAME	SIZE	FIELD2	QTY	REMARKS
	Perovskia atriplicifolia 'Blue Spires'	Blue Spires Russian Sage	1 gal		76	



NORTH



PROJECT TITLE:  
1675 BERGER LANE  
JACKSON WY

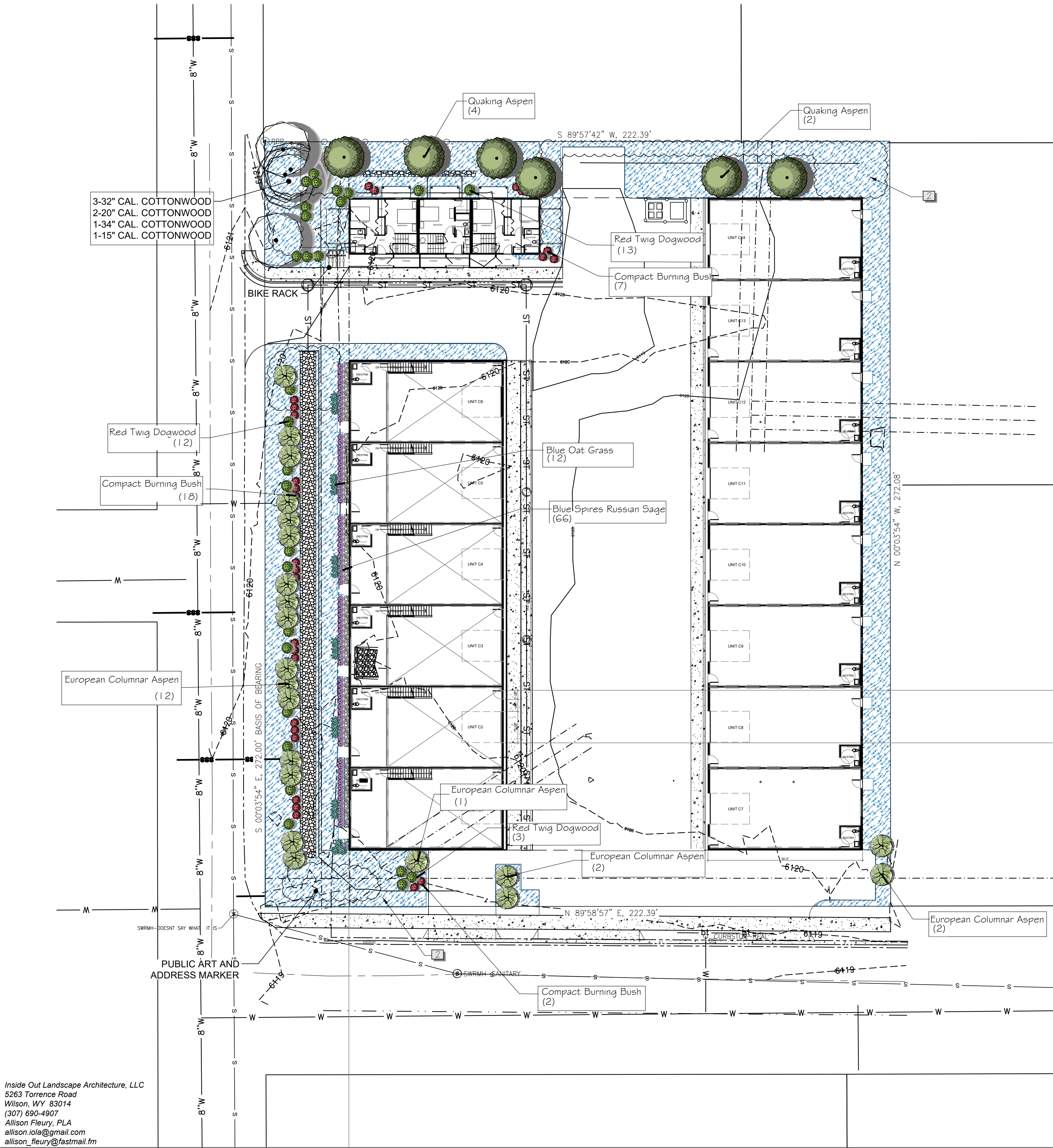
DRAWING TITLE:  
LANDSCAPE PLAN  
PHASE 1

DRAWING NO: LP 1.1  
Project Number: 2020-20  
Prepared By: AMF Date: 10/02/20 Rev. Date:

Inside Out Landscape Architecture, LLC  
5263 Torrence Road  
Wilson, WY 83014  
(307) 690-4907  
Allison Fleury, PLA  
allison.iola@gmail.com  
allison\_fleury@fastmail.fm

Inside Out Landscape Architecture, LLC  
5263 Torrence Rd., Wilson WY 83014  
www.insideoutlandscapearchitecture.com



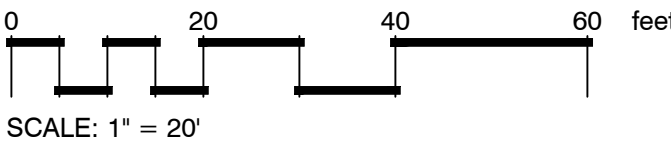
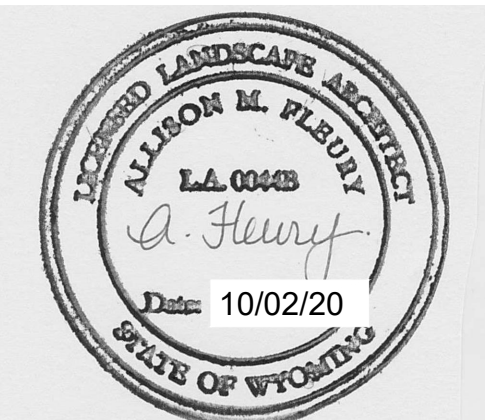


REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
	PHASE 1 LSR	13,469 sf	
	PHASE 2 LSR	12,089 sf	
	GRAVEL DRIP EDGE	222 sf	

PLANT SCHEDULE PHASE 2

TREES	BOTANICAL NAME	COMMON NAME	CONT	CAL	QTY	REMARKS
	Populus angustifolia	Narrowleaf Poplar	Existing - to remain		6	
	Populus tremula 'Erecta'	European Columnar Aspen	B & B	2.5' Cal	21	
	Populus tremuloides	Quaking Aspen	B & B	3' Cal	6	
SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	FIELD2	QTY	REMARKS
	Cornus sericea 'Bailey'	Red Twig Dogwood	B & B	4' min.	20	
	Evonymus alatus 'Compactus'	Compact Burning Bush	5 gal		27	
GRASSES	BOTANICAL NAME	COMMON NAME	SIZE	FIELD2	QTY	REMARKS
	Helictotrichon sempervirens	Blue Oat Grass	1 gal		21	
PERENNIALS	BOTANICAL NAME	COMMON NAME	SIZE	FIELD2	QTY	REMARKS
	Perovskia atriplicifolia 'Blue Spires'	Blue Spires Russian Sage	1 gal		76	



PROJECT TITLE:  
1675 BERGER LANE  
JACKSON WY

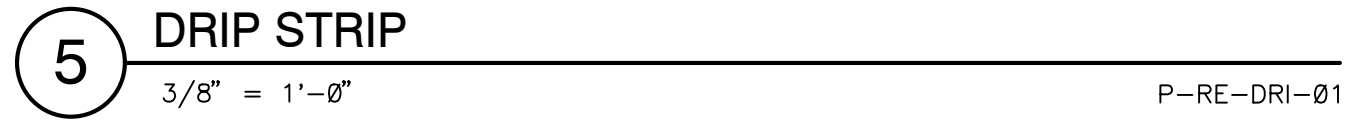
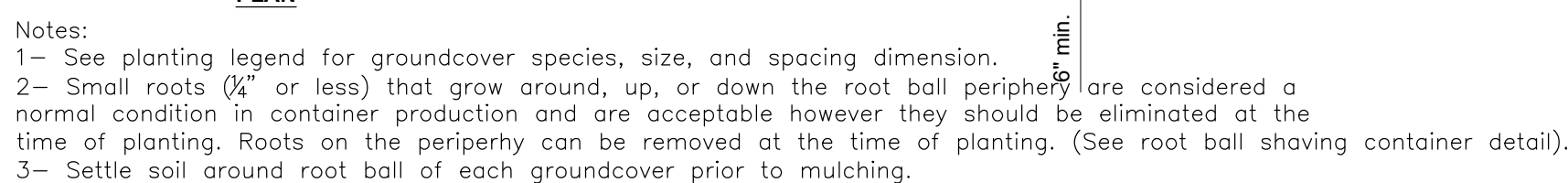
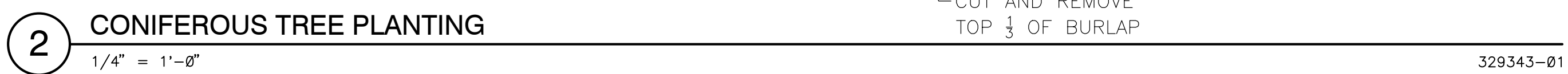
DRAWING TITLE:  
LANDSCAPE PLAN  
PHASE 2

DRAWING NO: LP 1.2  
Project Number: 2020-20  
Prepared By: AMF Date: 10/02/20 Rev. Date:

Inside Out Landscape Architecture, LLC  
5263 Torrence Road  
Wilson, WY 83014  
(307) 690-4907  
Allison Fleury, PLA  
allison.iola@gmail.com  
allison\_fleury@fastmail.fm

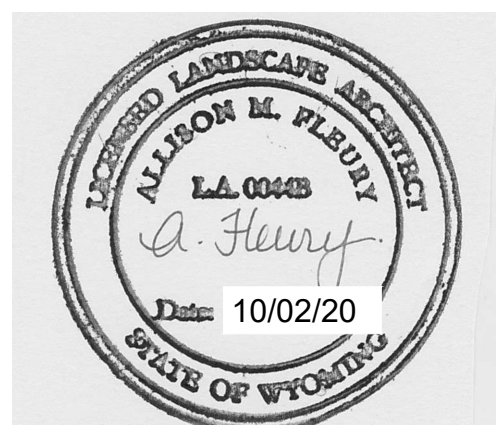
Inside Out Landscape Architecture, LLC  
5263 Torrence Rd., Wilson WY 83014  
www.insideoutlandscapearchitecture.com





1. Refer to Civil Engineer's utility and grading plans. If site conditions vary from what is shown, contact the Landscape Architect and Civil Engineer for direction before proceeding.
2. Verify locations and timing of site improvements installed under other sections. If any part of the work cannot be completed due to site conditions, contact the Landscape Architect for direction before proceeding.
3. Excavation near underground utilities shall be done carefully and, if necessary, by hand. The Contractor is fully responsible for this work and any disruption to utilities or damage to the site and/or improvements shall be repaired immediately at no expense to the Owner.
4. Obtain approval of final grading from Landscape Architect prior to installing any plant material. The finish grades of planting areas and lawns shall be  $\frac{1}{4}$ " below adjacent grading or paving. Confirm mulch depth and whether lawns are to be seed or sod.
5. Confirm all plant counts and square footages. Quantities shown are provided as Owner information only. If quantities indicated in the plant list differ from symbols shown on the plans, then the plans shall govern the plant count.
6. Contractor to verify suitability of native or imported topsoil. Suitable topsoil shall be free of roots, plants, sod, stones greater than  $\frac{1}{2}$ " in any dimension, clay lumps, and other extraneous materials detrimental to plant growth.
7. For areas to receive sod and seed and/or to produce planting soil for areas indicated on details, amend suitable topsoil with organic compost to a ratio of 1 part compost to 4 parts topsoil by volume.
8. Compost shall be organic, well-composted, stable, and weed-free organic material, pH range of 5.5 to 8.0, moisture content 35 to 55 percent by weight, with organic material 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: Glaciar Gold Compost or approved equal.
9. Contractor to supplement existing native surface topsoil as necessary. Obtain supplemental topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep. Do not obtain from agricultural lands, bogs, or marshes.
10. Compost mulch shall be organic, well-composted, stable, and weed-free organic material, pH range of 5.5 to 8.0, moisture content 35 to 55 percent by weight, 100 percent passing through 1-inch sieve, soluble salt content of 2 to 5 decimeqsm/cm; not to exceed 0.5 percent iron contaminants and free of substances toxic to planting, organic material content 50 to 60 percent of dry weight. Source: Glaciar Gold Compost or approved equal.

2. 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.
2. 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 or plants on site.
2. All plants shall be planted at the same level with relation to finish grade as they were grown in the field or nursery.
2. 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 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.
2. The irrigation system shall be operational prior to plant installation and 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.
2. No pruning of existing or newly planted trees or shrubs shall be allowed without the direction and approval of the Landscape Architect.
2. For ball & burlap trees, remove burlap from top 1' of rootball and entire wire basket as tree pits are backfilled.
2. 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.
2. 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.
2. All disturbed areas not receiving other planting treatment shall be seeded with specified or proprietary-specific seed mix.
2. Apply 16-16-8 fertilizer at the rate of 15 lbs per 1,000 SF and till into top 4" of areas to receive seed for seed.
2. Planting period for seed and sod shall be immediately after finish grading and irrigation installation are accepted no later than September 30 for sod. Seed shall be installed after September 30 or no later than June 1.
2. Final sod and seed quantities shall be calculated by Contractor based on sod perimeter marked in field by Landscape Architect, and all remaining areas of disturbance for seed.



PROJECT TITLE:  
1675 BERGER LANE  
JACKSON WY

DRAWING TITLE:  
*LANDSCAPE DETAILS AND  
NOTES*

DRAWING NO: *LP 5.0*  
Project Number: 2020-20  
Prepared By: AMF Date: 10/02/20 Rev. Date:

1675 Berger Lane	Jackson, WY	10/1/2020
Site Information		
GSA	1.39 ac	60,548.4
Zoning	TOJ BP	
Overlays	FEMA Flood Zone SE corner Shaded	
PIDN	22-40-16-06-1-02-003	
Bear Priority		
LSR required	0.15	9,082.3 SF
LSR provided Phase 1		13,435.0 SF
LSR provided Phase 2		12,889.0 SF
Plant Units Required	1 per 1,000 sf of landscape area	9.1
	Parking Lot (BP-TOJ) 1 per 12 parking spaces	
	Phase 1 parking	32
		2.7
		11.7
		Plant units required Phase 1
	Phase 2 parking	35
		2.9
		12.0
		Plant units required Phase 2

Plant Unit Options:

Alt. A	Qty	Description	Estimated Cost Each	Total Cost
	1	3" caliper canopy tree	\$400.00	\$400.00
	6	6'-8' large shrub	\$275.00	\$1,650.00
	4	#5 container shrub	\$65.00	\$260.00
				\$2,310.00
Alt. B	2	8' high evergreen tree	\$450.00	\$900.00
	2	3" caliper canopy tree	\$400.00	\$800.00
	3	6'-8' large shrub	\$275.00	\$825.00
				\$2,525.00
Alt. C	3	6'-8' large shrub	\$275.00	\$825.00
	3	8' high evergreen tree	\$450.00	\$1,350.00
	2	#5 container shrub	\$65.00	\$130.00
				\$2,305.00
Average plant unit cost				\$2,380.00

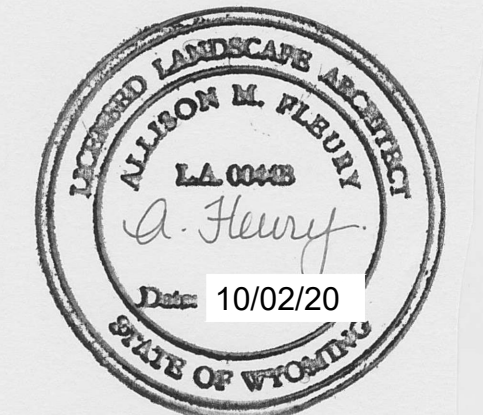
Required plant material Phase 1	\$27,962.45
Required plant material Phase 2	\$28,557.45

Proposed Plant Material - Phase1

Trees	Botanical	Common	Cont	Cal	Size	Quantity	Cost Ea	Total Cost
	Populus angustifolia	Narrowleaf Poplar	Existing -	to remain		6	\$700.00	\$4,200.00
	Populus tremula 'Erecta'	European Columnar Aspen	B & B	2.5"Cal		21	\$400.00	\$8,400.00
	Populus tremuloides	Quaking Aspen	B & B	3"Cal		4	\$450.00	\$1,800.00
Shrubs	Botanical	Common	Size	Field2	Field3	Quantity		
	Cornus sericea 'Baileyi'	Red Twig Dogwood	B & B	4' min.		28	\$265.00	\$7,420.00
	Euonymus alatus 'Compactus'	Compact Burning Bush	5 gal			27	\$65.00	\$1,755.00
Grasses	Botanical	Common	Size	Field2	Field3	Quantity		
	Helictotrichon sempervirens	Blue Oat Grass	1 gal			21	\$18.00	\$378.00
Perennials	Botanical	Common	Size	Field2	Field3	Quantity		
	Perovskia atriplicifolia 'Blue Spires'	Blue Spires Russian Sage	1 gal			76	\$18.00	\$1,368.00
								\$25,321.00
								\$650.00
								\$2,000.00
								\$27,971.00

Additional Plant Material - Phase 2

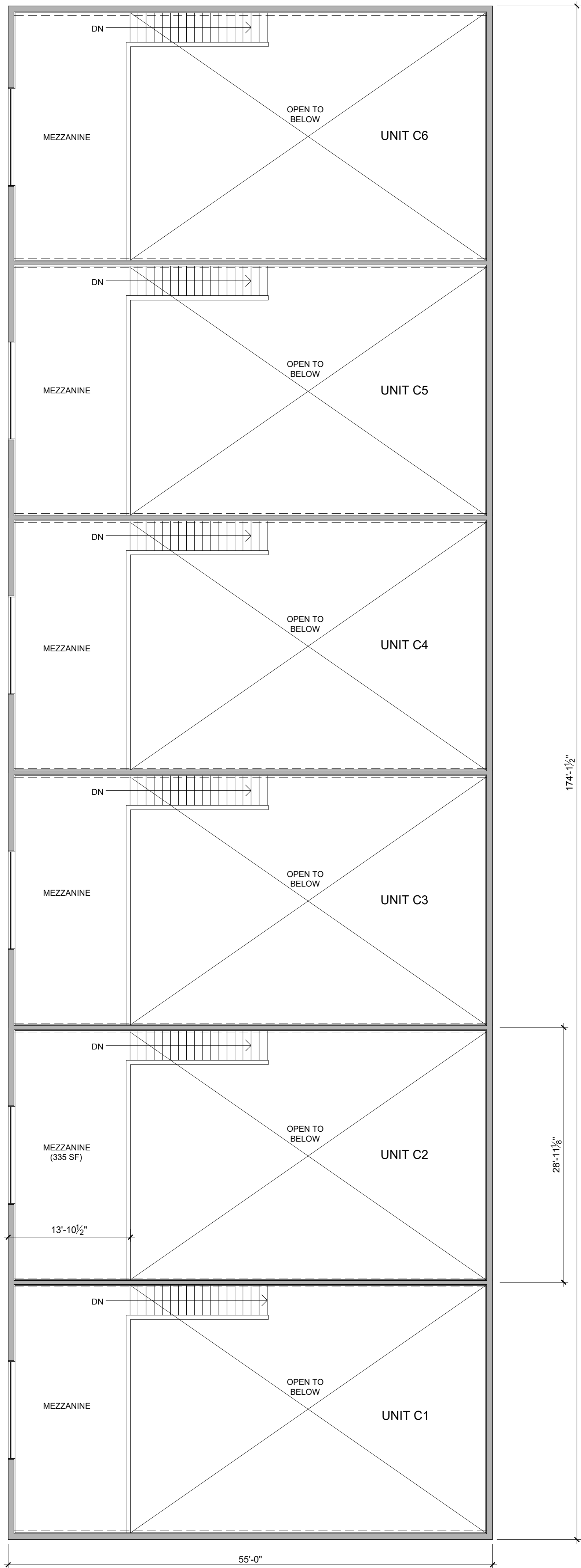
Trees	Botanical	Common	Cont	Cal	Size	Quantity	Cost Ea	Total Cost
	Populus tremuloides	Quaking Aspen	B & B	3"Cal		2	\$450.00	\$900.00
								\$28,871.00



PROJECT TITLE:  
1675 BERGER LANE  
JACKSON WY

DRAWING TITLE:  
LANDSCAPE PLANT UNITS

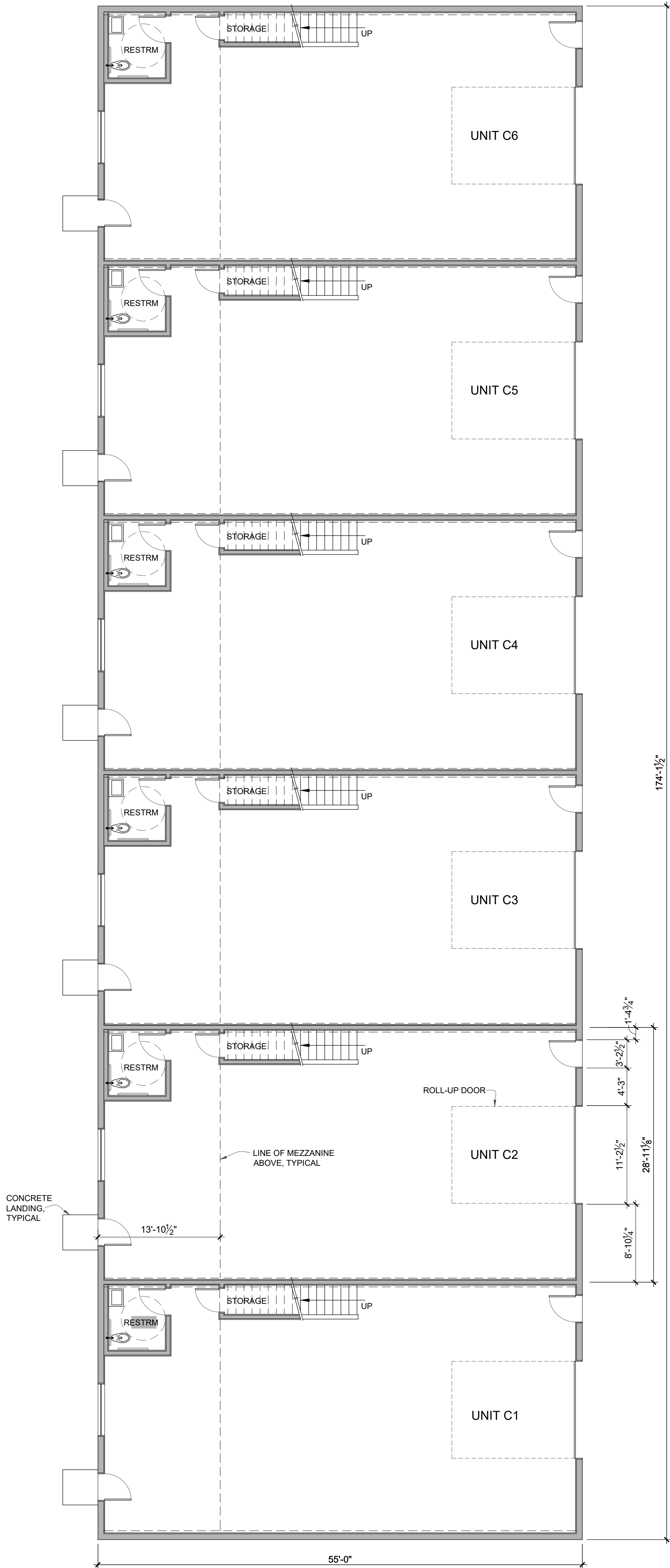
DRAWING NO: LP 5.1  
Project Number: 2020-20  
Prepared By: AMF Date: 10/02/20 Rev. Date:



NORTH

MEZZANINE PLAN

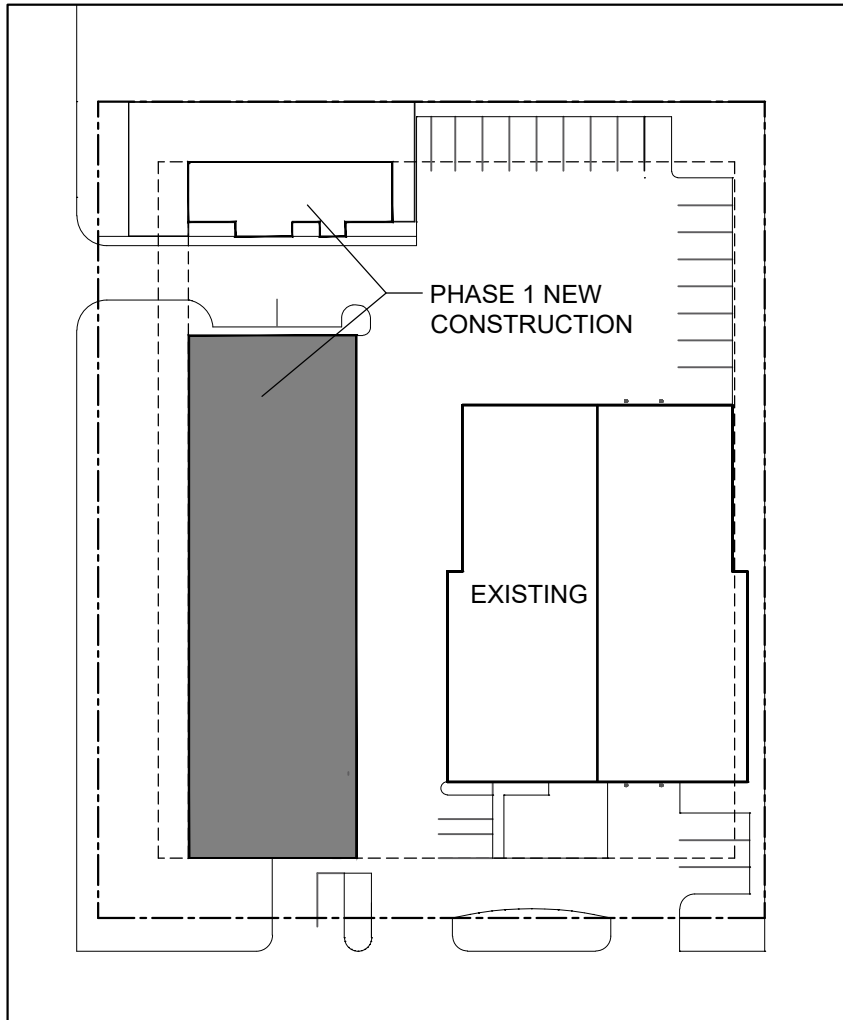
SCALE: 1/8" = 1'-0"



NORTH

MAIN LEVEL PLAN

SCALE: 1/8" = 1'-0"



PHASE 1 AREA CALCULATION	
NEW MAIN LEVEL TOTAL	9,576 SF
NEW MEZZANINE LEVEL TOTAL	2,417 SF
<b>TOTAL NEW CONSTRUCTION</b>	<b>11,993 SF</b>
EXISTING BLDG AREA	12,096 SF
<b>PHASE 1 NEW TOTAL AREA</b>	<b>24,089 SF</b>



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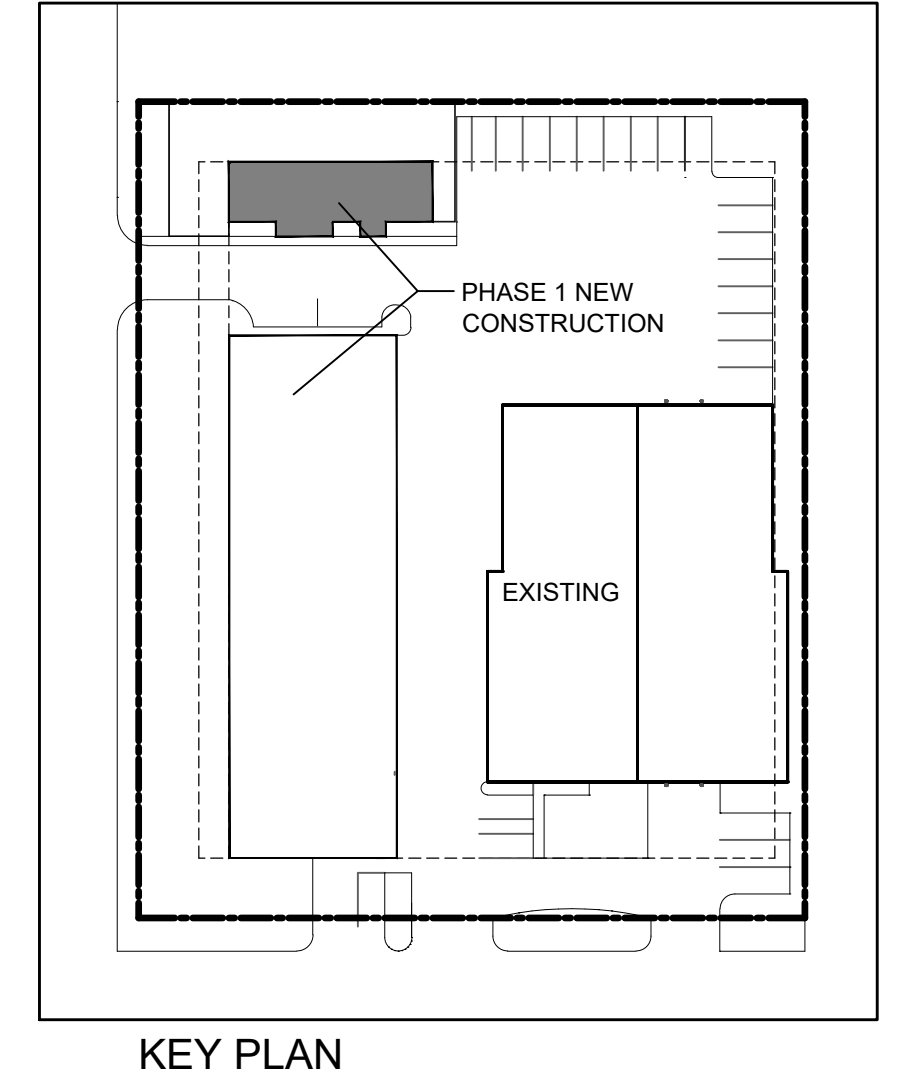
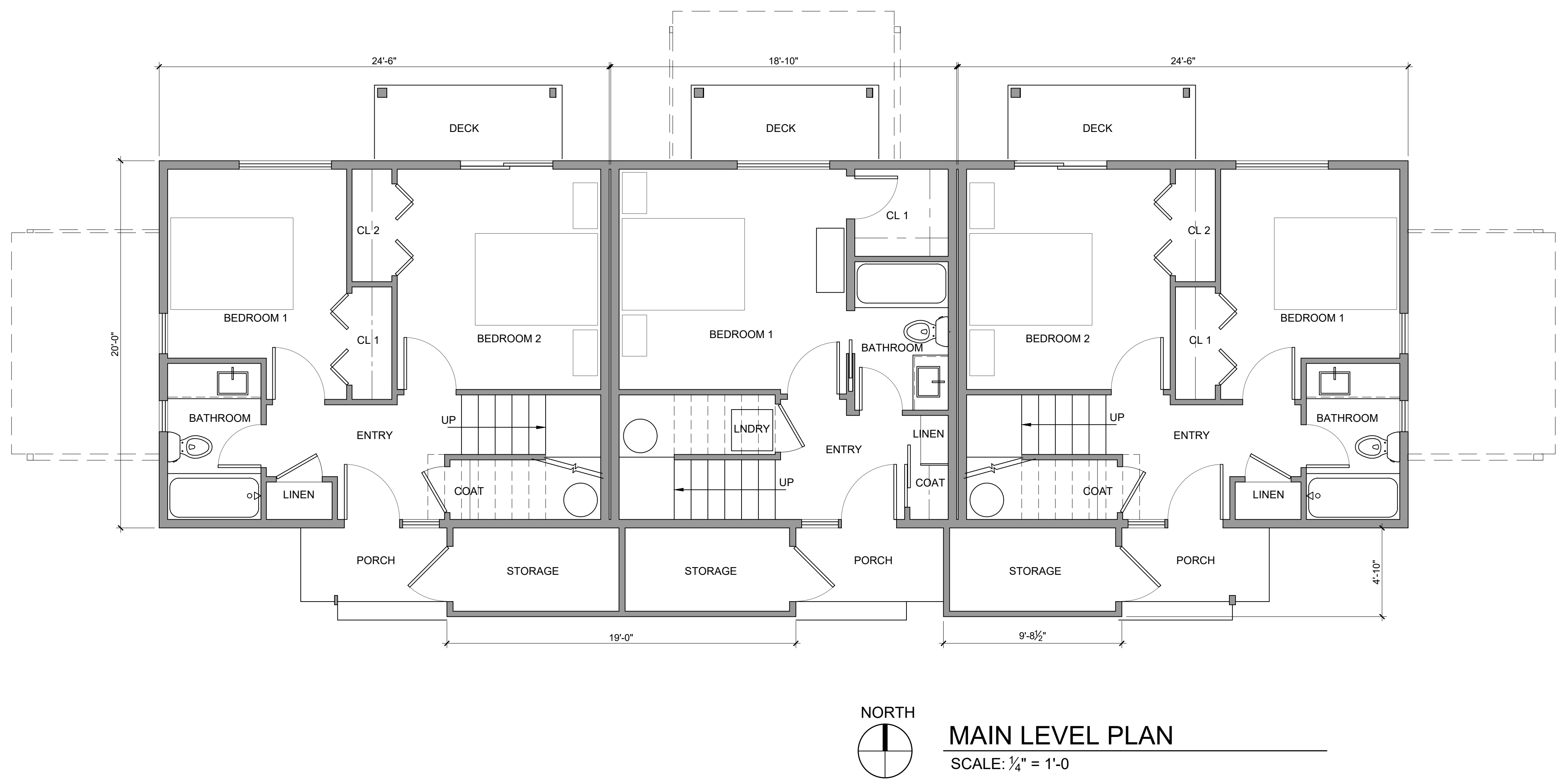
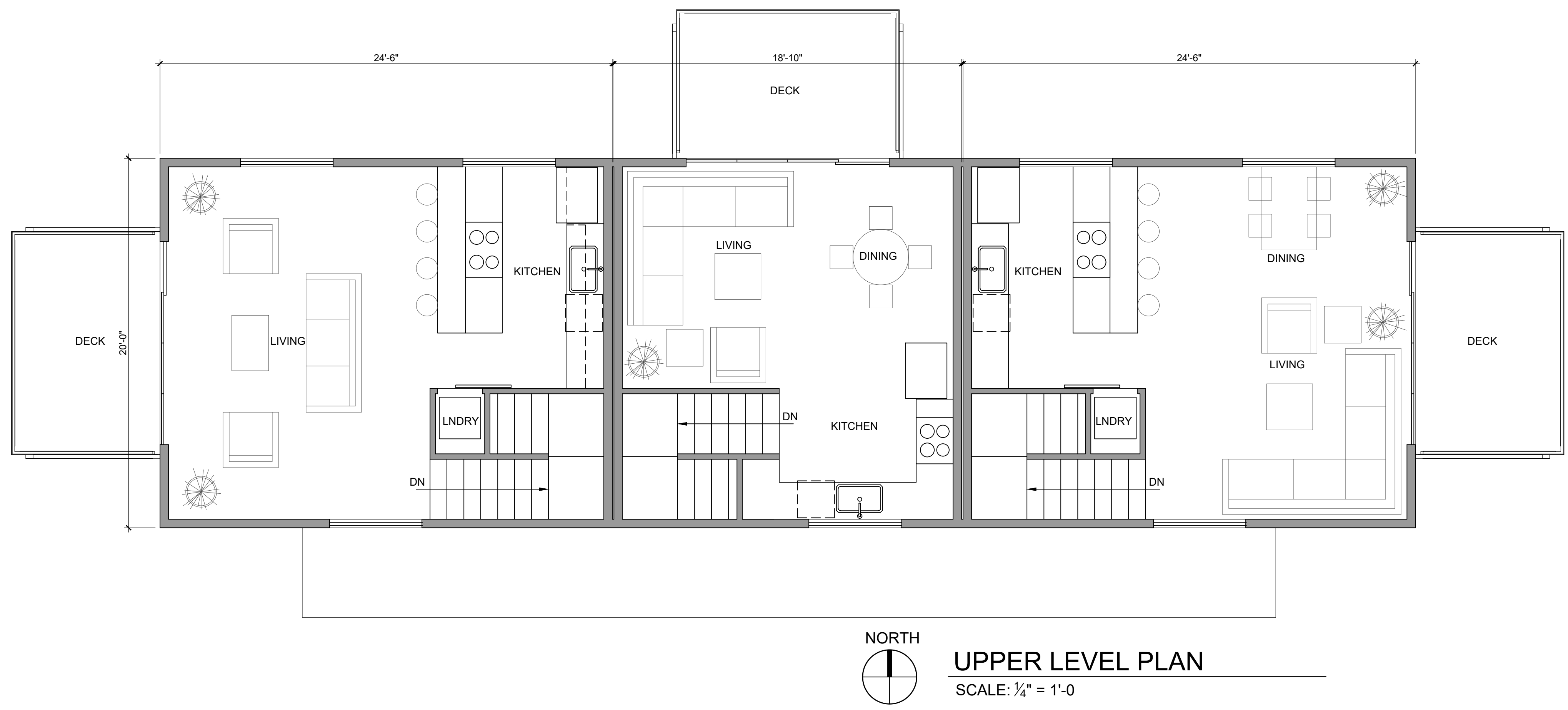
# 1675 BERGER ROAD

JACKSON HOLE, WYOMING

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**A2.0**  
PHASE 1  
WEST LEASE  
SPACE PLANS





HOUSING AREA CALCULATION			
UNIT D1	HABITABLE	NON-HABITABLE	COMBINED
MAIN LEVEL	490 SF	46 SF	536 SF
UPPER LEVEL	428 SF	0 SF	428 SF
TOTAL	918 SF	46 SF	964 SF
UNIT D2	HABITABLE	NON-HABITABLE	COMBINED
MAIN LEVEL	376 SF	46 SF	422 SF
UPPER LEVEL	318 SF	0 SF	318 SF
TOTAL	694 SF	46 SF	740 SF
UNIT D3	HABITABLE	NON-HABITABLE	COMBINED
MAIN LEVEL	490 SF	46 SF	536 SF
UPPER LEVEL	428 SF	0 SF	428 SF
TOTAL	918 SF	46 SF	964 SF
TOTAL HOUSING AREA			2668 SF

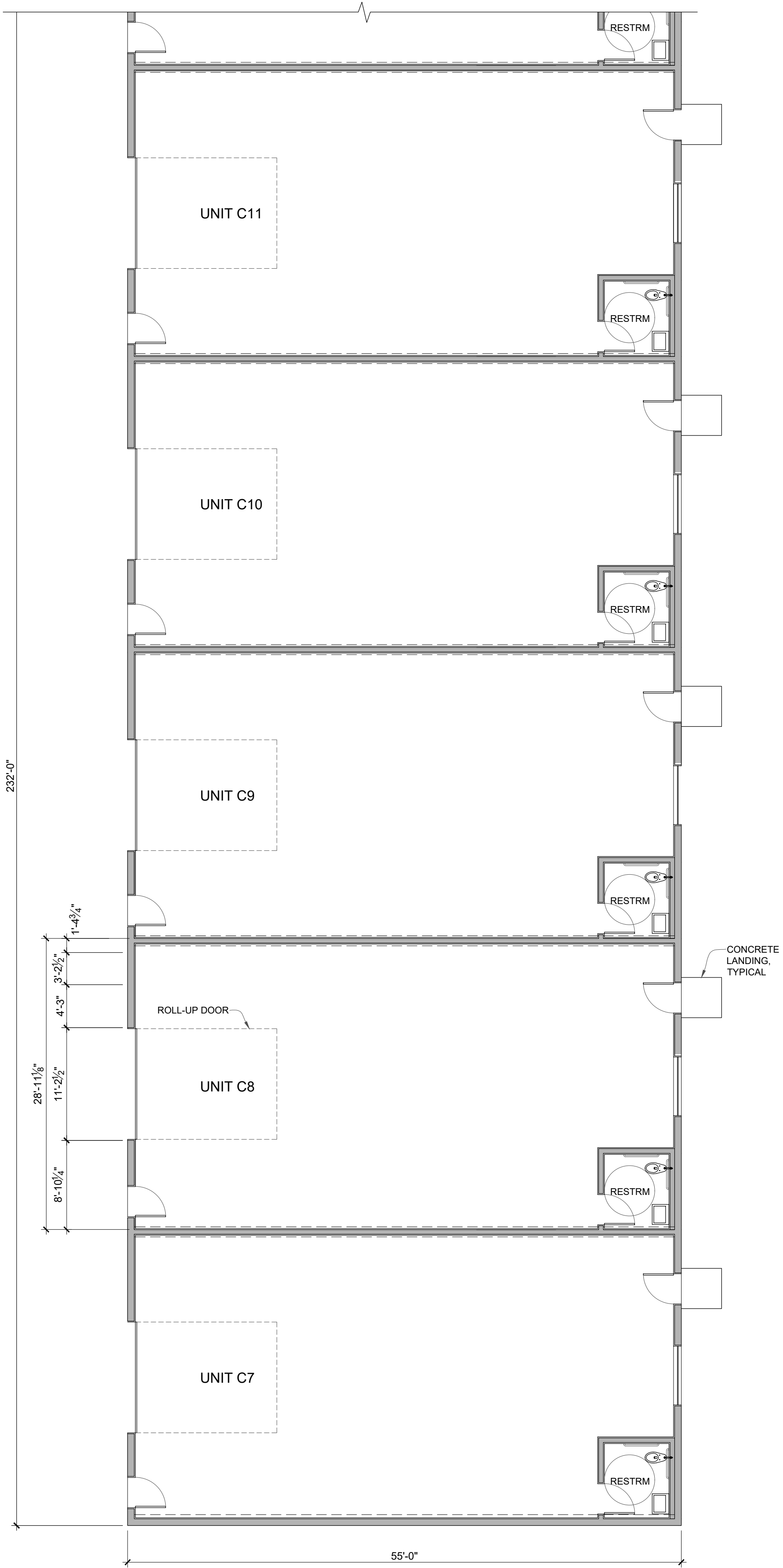


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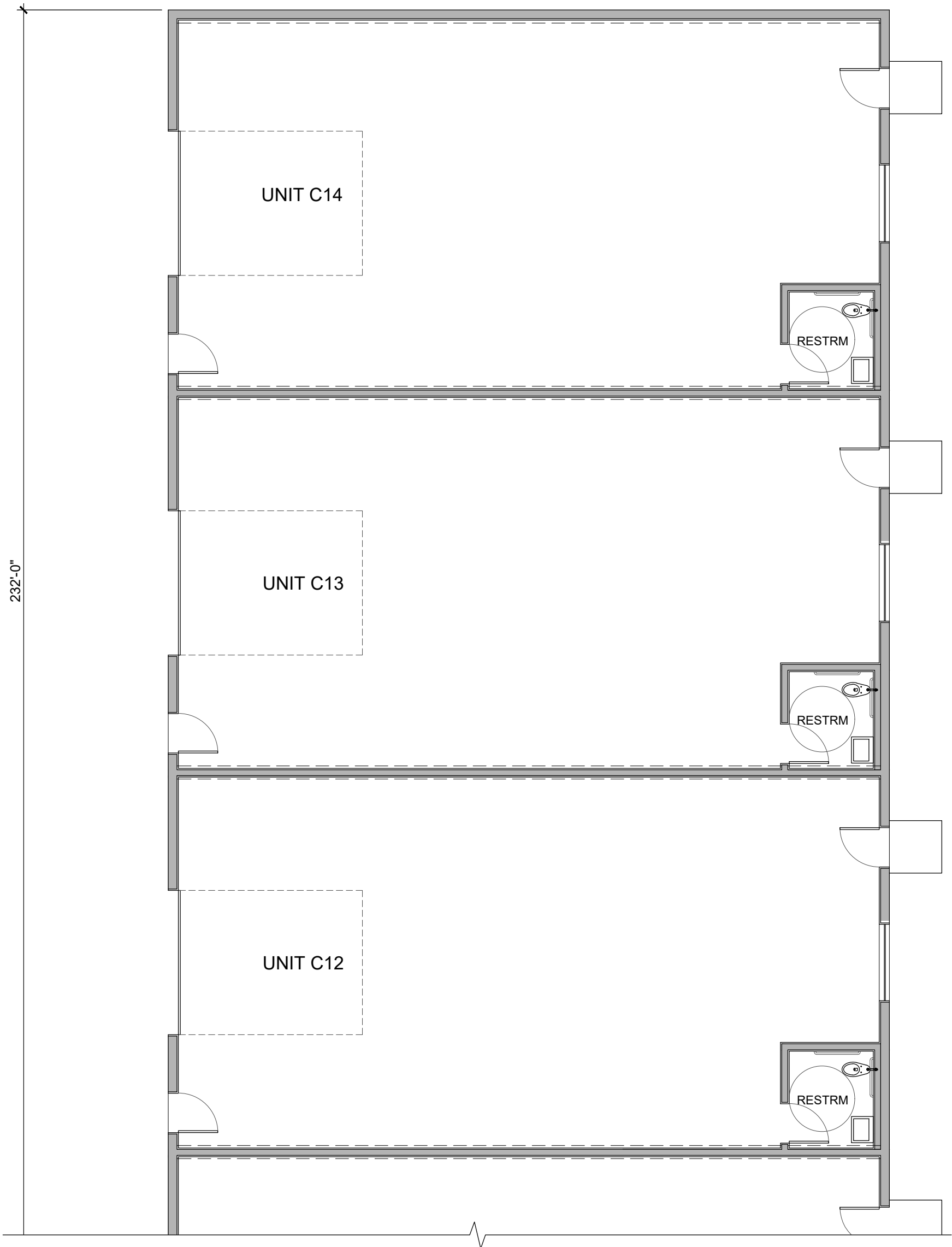
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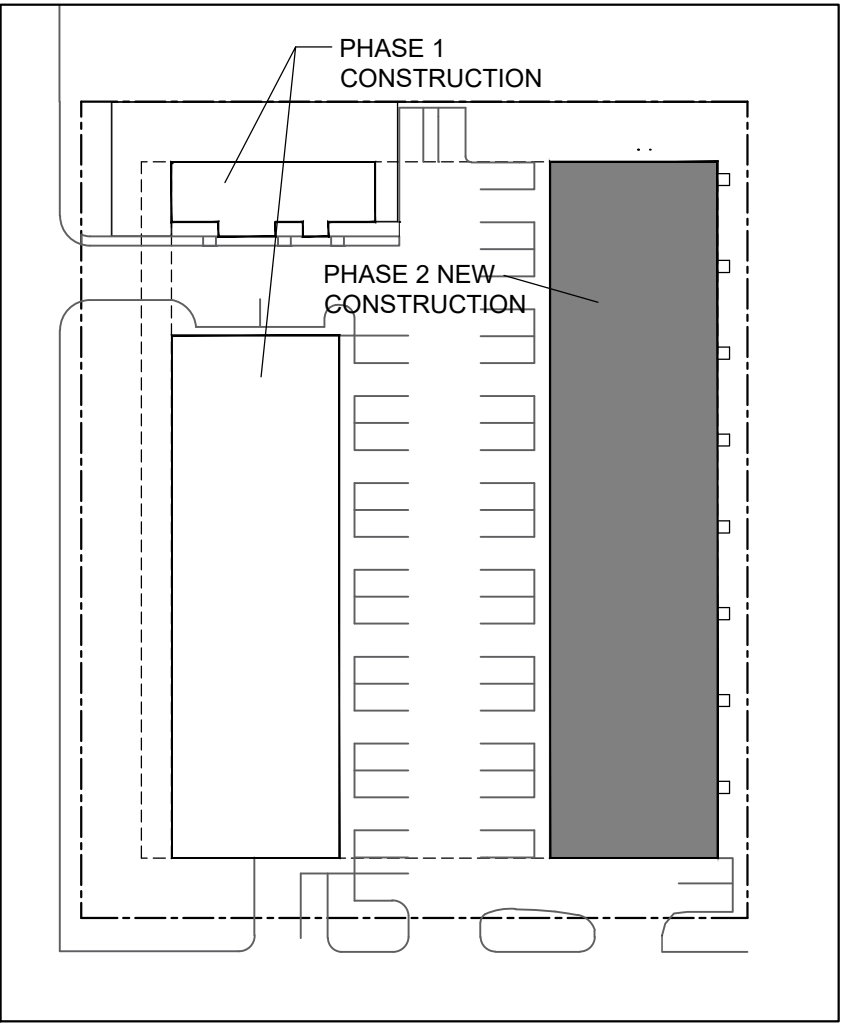
A2.1  
PHASE 1  
HOUSING  
PLANS



NORTH  
MAIN LEVEL PLAN - (SOUTH END)  
SCALE: 1/8" = 1'-0"



NORTH  
MAIN LEVEL PLAN - (NORTH END)  
SCALE: 1/8" = 1'-0"



KEY PLAN

PHASE 2 AREA CALCULATION	
NEW MAIN LEVEL TOTAL	12,760 SF
NEW MEZZANINE LEVEL TOTAL	0 SF
TOTAL NEW CONSTRUCTION	12,760 SF
PHASE 1 BLDG AREA	11,993 SF
PHASE 2 NEW TOTAL AREA	24,753 SF



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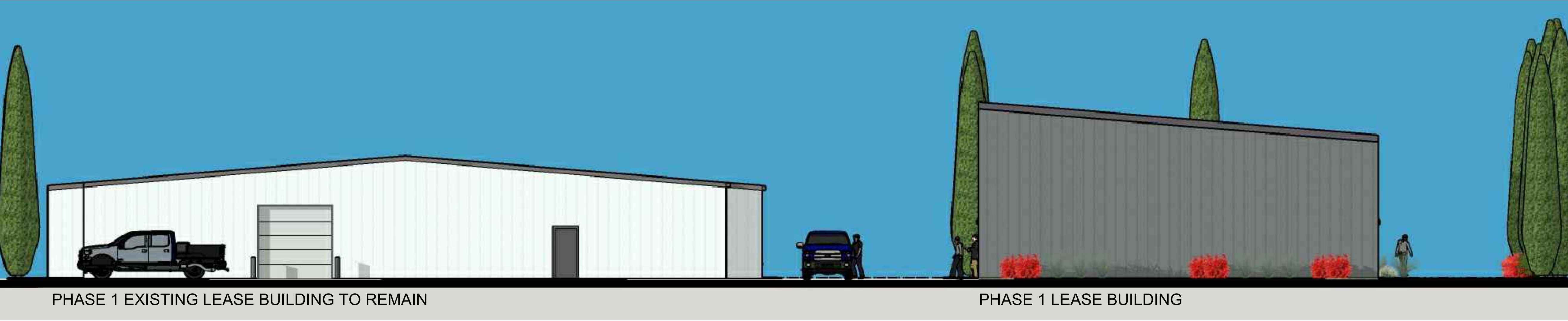
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A2.2  
PHASE 2  
EAST LEASE  
SPACE PLANS

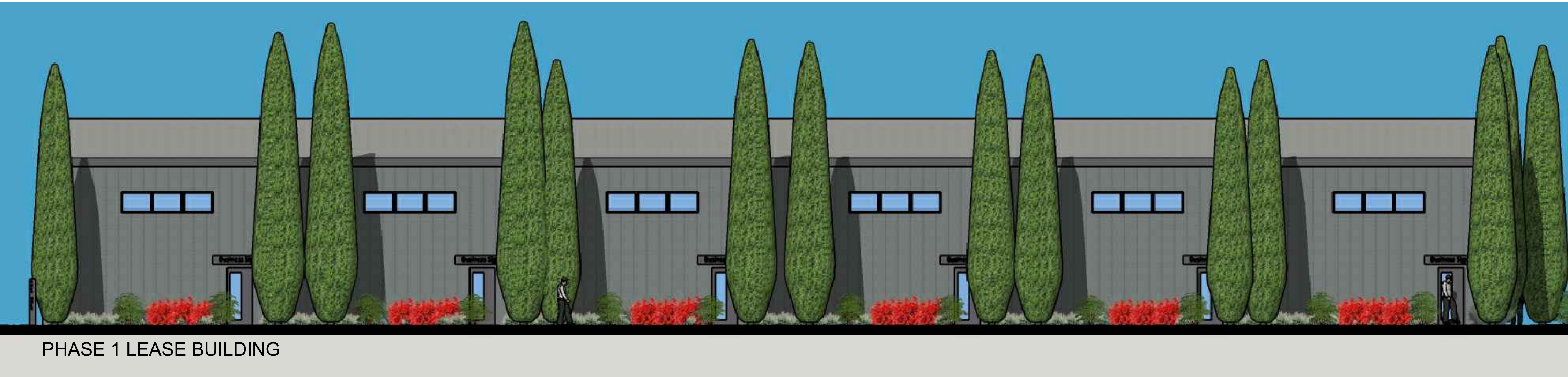




PHASE 1 EXISTING LEASE BUILDING TO REMAIN

PHASE 1 LEASE BUILDING

NORTH ELEVATION



PHASE 1 LEASE BUILDING

WEST ELEVATION



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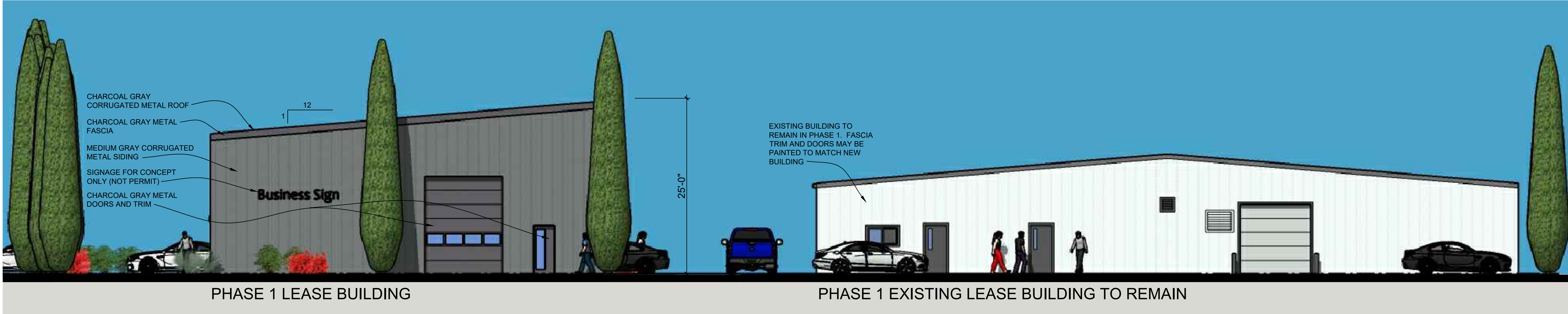
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**A3.1**  
PHASE 1  
LEASE BLDG  
ELEVATIONS





SOUTH ELEVATION



EAST ELEVATION



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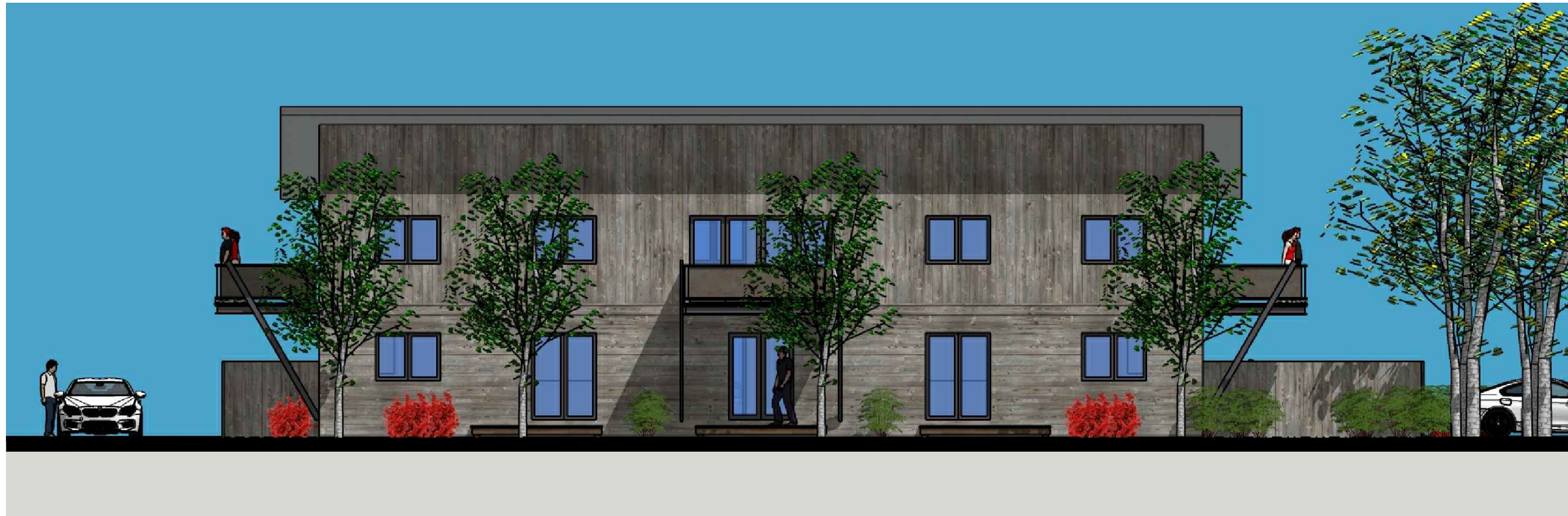
JACKSON HOLE, WYOMING

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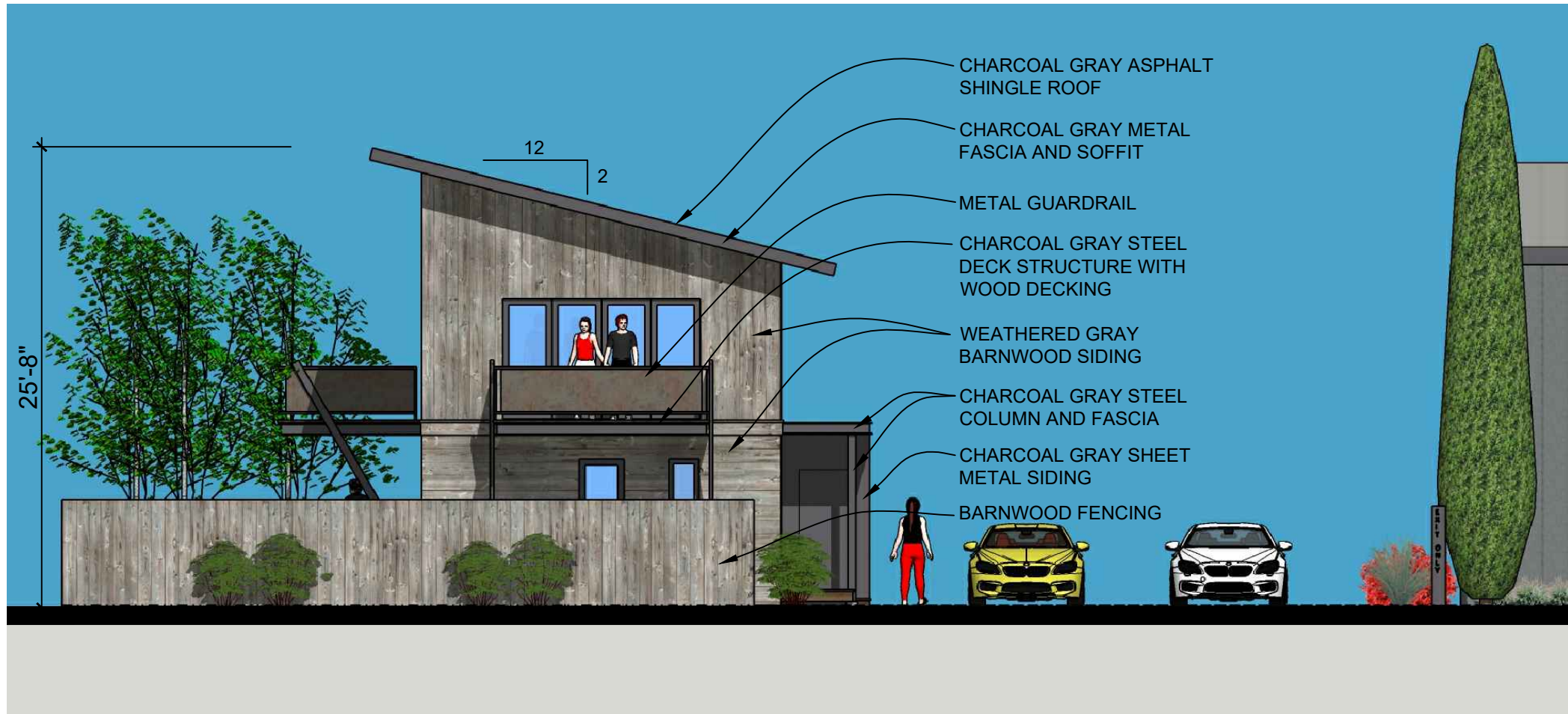
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A3.2  
PHASE 1  
LEASE BLDG  
ELEVATIONS

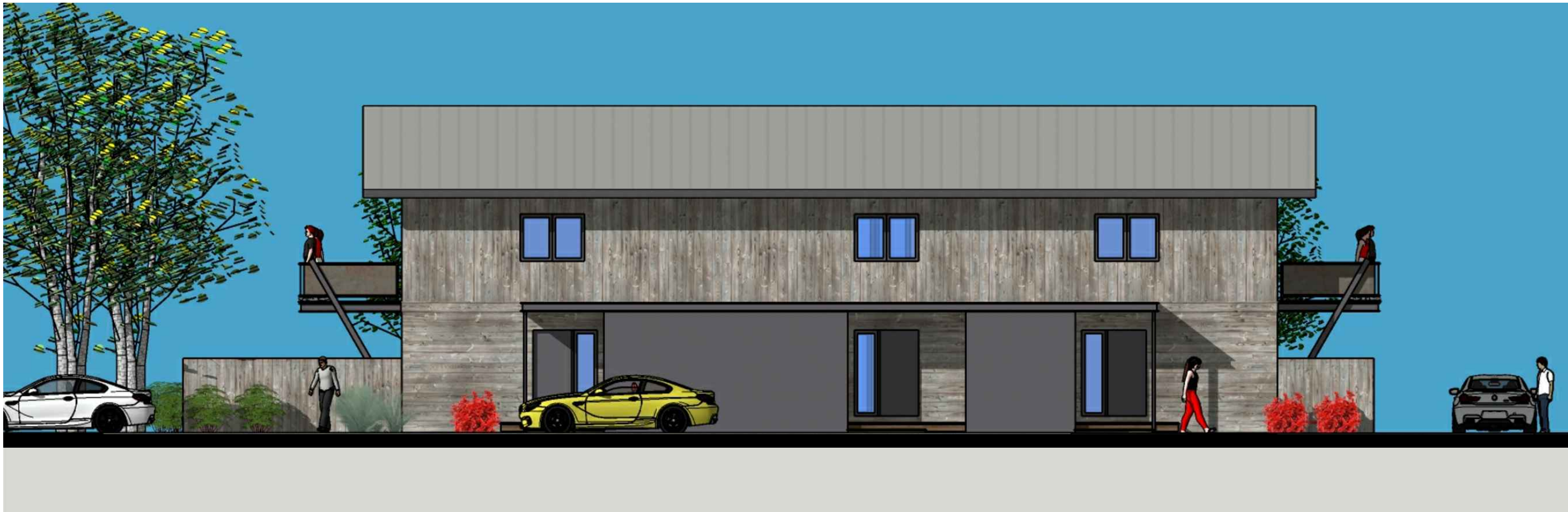




NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION



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A3.3

PHASE 1  
HOUSING UNITS  
ELEVATIONS





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A3.4  
PHASE 2  
LEASE BLDG  
ELEVATIONS

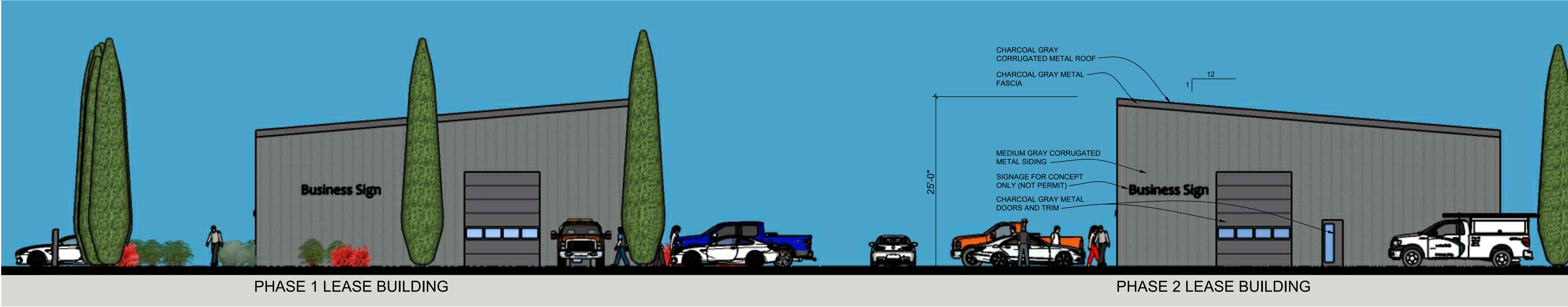


NORTH ELEVATION

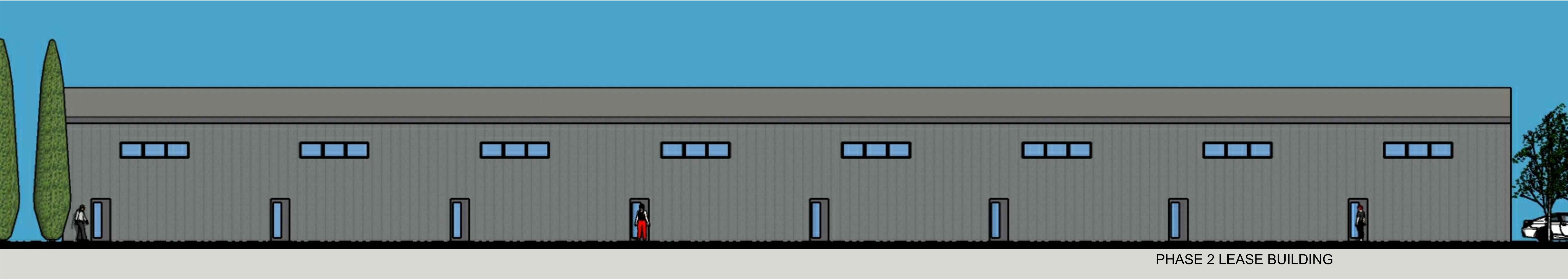


WEST ELEVATION





SOUTH ELEVATION



EAST ELEVATION



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A3.5  
PHASE 2  
LEASE BLDG  
ELEVATIONS





VIEW FROM THE NORTHEAST



INTERNAL VIEW LOOKING NORTHWEST



VIEW FROM THE NORTHWEST



PHASE 2 - 3D SITE PLAN



VIEW FROM THE SOUTHWEST



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A3.6  
3D  
RENDERINGS