



# TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

**PREPARATION DATE:** OCTOBER 10, 2016  
**MEETING DATE:** OCTOBER 17, 2016

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

**SUBJECT:** **ITEM P16-079 & P16-080:** SKETCH PLAN, & PLANNED UNIT DEVELOPMENT (PUD) TO DEVELOP 168 RESIDENTIAL UNITS.

**APPLICANT:** HANSEN & HANSEN, LLP

## REQUESTED ACTION

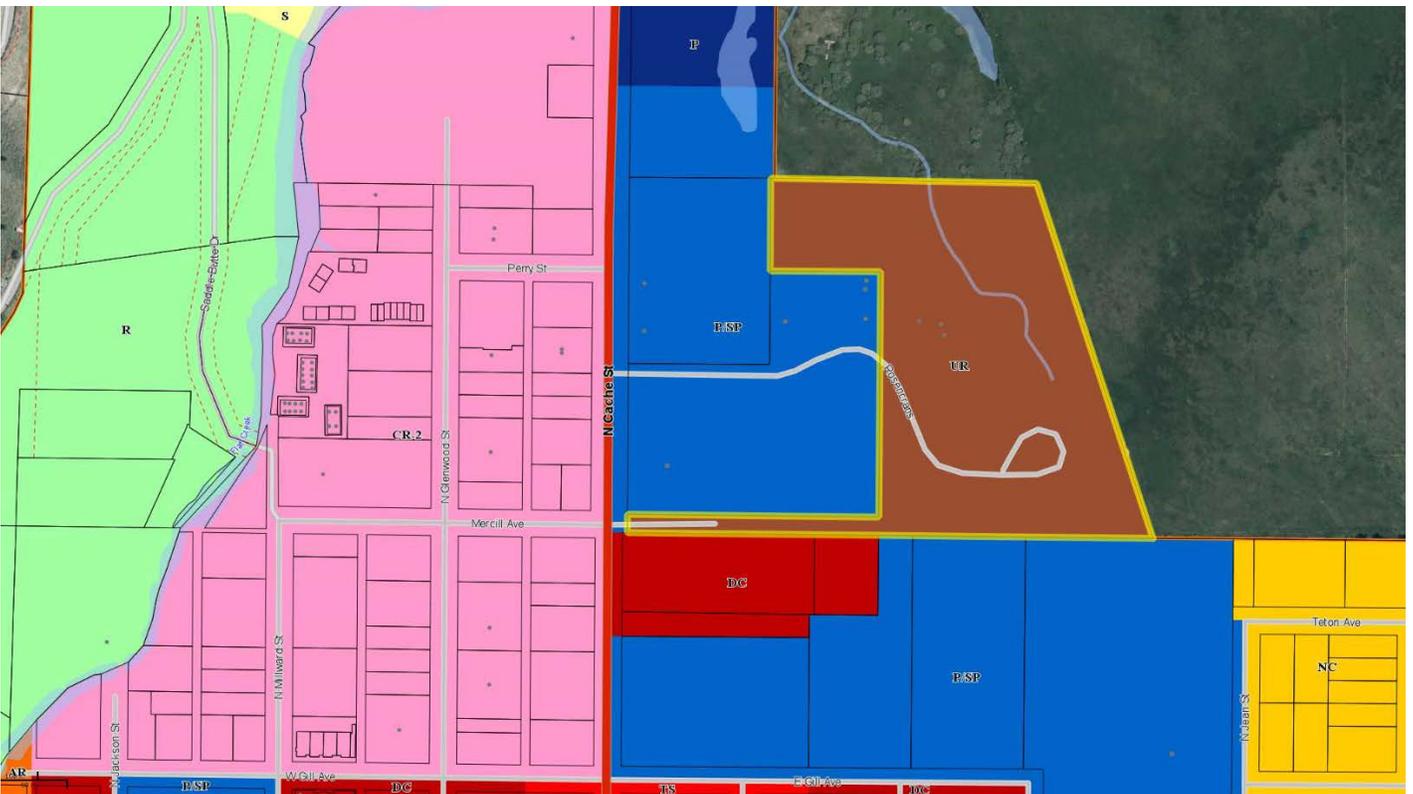
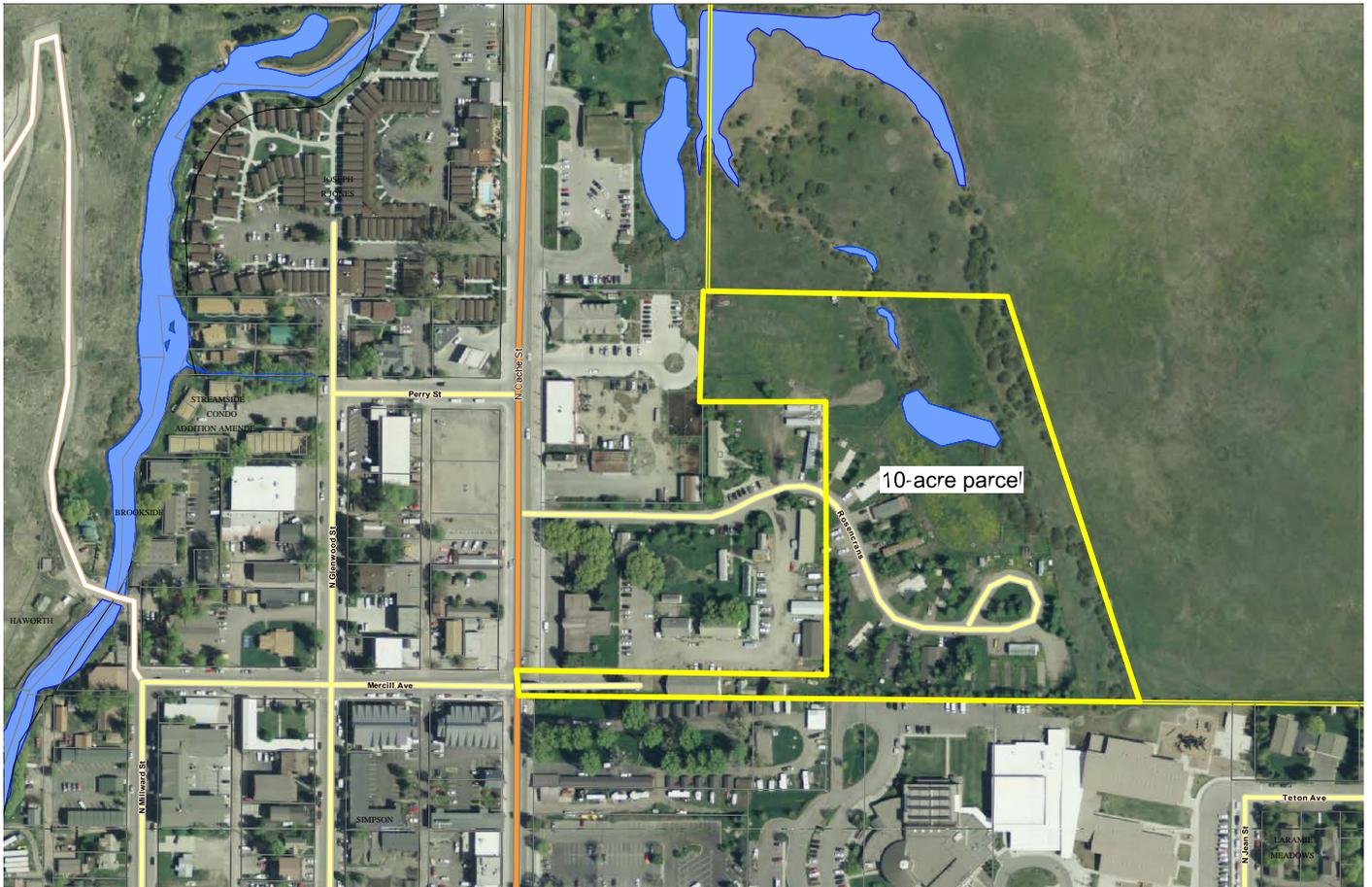
The applicant is requesting approval of a Planned Unit Development (PUD) and Sketch Plan of 168 residential units, including single, townhouse and multifamily unit types for the property located at 60 Rosencrans, legally known as Part of the NW1/4SW1/4 Section 27, Township 41, Range 116 (MOS T-20F).

## APPLICABLE REGULATIONS

Section 8.7.3 Planned Unit Development  
Section 4.4.2 Planned Unit Development – Town  
Section 8.3.1 Sketch Plan  
Section 8.7.1 LDR Text Amendment  
Section 8.7.2 Zoning Map Amendment

## LOCATION

The property is located at 60 Rosencrans, legally known as Part of the NW1/4SW1/4 Section 27, Township 41, Range 116 (MOS T-20F). An aerial photo and zoning map are shown below:



## BACKGROUND

The subject property is 10 acres previously owned by the United States Forest Service and sold to the current owner Hansen & Hansen LLP in 2015.

The Town of Jackson and Teton County approved a Comprehensive Plan amendment in July of 2014 to reclassify the 10-acre subject site from Character District 2 – Town Commercial Core, Subarea 2.4 – Public/Civic Campus to Character District 3 – Town Residential Core and Subarea 3.2 – Core Residential. Subarea 3.2 is a transitional subarea intended for high-density residential development, including multi-family development on larger lots.

In 2015 Town Council approved a rezone of the property from Public/Semi-Public (P/SP) to Rural (R) as required by the Land Development Regulations when land transfers from a Public to Private entity, then subsequently from Rural (R) to Urban Residential (UR).

Historically the site has been used for a variety of Forest Service uses including storage, employee housing and light industry. The site is currently vacant at this time.

## PROJECT DESCRIPTION

The applicant is requesting approval of a Sketch Plan and rezone for the property from Urban Residential (UR) to Urban Residential – Planned Unit Development (UR-PUD). The proposed project consists of 13 detached single family units, 20 attached single family units (townhomes) and 135 attached single family units (condominiums) or apartments within 5 buildings. The LDRs require Sketch Plan review when more than 10 units are proposed. In this case the applicant is beyond the threshold and is requesting the following:

- Sketch Plan – Required for more than 10 units or more than 15,000 SF
- UR-PUD - The applicant is proposing to utilize the PUD tool to rezone the property from UR to UR-PUD in order to gain flexibility amongst some development standards such as setbacks, and gain a higher allowance for FAR, Lot Coverage, etc.
  - Zoning Map Amendment - The PUD requires a Zoning Map Amendment
  - Zoning Text Amendment – The PUD requires a Zoning Text Amendment

The applicant is proposing to construct an extension to Mercill Avenue from North Cache Street as the primary access to the site. Upon completion, the Mercill Avenue extension will be dedicated to the Town of Jackson and become a public street. From where the Mercill Avenue extension enters the majority of the site the roadway will become private. The proposed private roadway will provide access to all development on the site. A looped turnaround is provided in the northwest corner of the site meeting fire access requirements as well as a looped access through the proposed condominium/apartment buildings to provide additional redundancy. A 10' wide public multi-use pathway is proposed from North Cache through the site connecting to the United States Fish and Wildlife property in the northwest corner.

All required affordable housing shall be provided onsite in the 5 condominium/apartment buildings.

The dimensional limitations for the PUD are shown below:

	Master Plan - PUD: Allowed/Required	Sketch Plan Proposal	Complies?
FAR	65% or 268,134 SF	49% or 203,029 SF	Yes
LSR	30% or 123,754 SF	44% or 182,278 SF	Yes
Plant Units	1 per unit & 1 per 12 parking spaces.	176 units	Yes

Maximum Lot Coverage	50% or 206,257 SF	23% or 94,778 SF	Yes
Minimum Lot Size	15,000 SF	9.46 acres	Yes
Height	35' & 48'	Up to 48'	Yes
Density	No limit	16.8 units per acre	Yes
Parking	Flexible	390 spaces	Yes
Front Yard Setback	Flexible	12'	Yes
Rear Yard Setback	Flexible	10'	Yes
Side Yard Setback	Flexible	5'	Yes

## STAFF ANALYSIS

### **Overview of New PUD Process**

The proposed project is among the first PUD requests the Town has processed under the new PUD standards (Sec. 4.4.1) and PUD review process (Sec. 8.7.3) in the reformatted/reorganized LDRs. While most of the previous LDRs remained unchanged in the reformatted/reorganized LDRs, the PUD standards and process were modified significantly. In short, while the PUD was previously reviewed as a development option approved as part of or “on top of” the property’s existing zoning, a PUD under the new LDRs is processed as a zone change (both map and text) which is approved by ordinance, thus three (3) ordinance readings are required to officially adopt any new PUD. It also has a requirement for a Master Plan that summarizes the primary development standards and uses required or allowed in the PUD for that particular property, essentially creating new zoning for the PUD site.

### **Sketch Plan Review and Purpose of the PUD**

The Sketch Plan is a written and graphic representation of a development concept. The purpose of the Sketch Plan is to represent a proposed development at a preliminary, conceptual level of detail in order to determine general compliance with the Jackson-Teton County Comprehensive Plan and these LDRs. Furthermore, it is the purpose of the Sketch Plan, through its preparation by the applicant and subsequent review by the Town, to identify development-related issues, which must be addressed in greater detail prior to or concurrently with the Development Plan.

The purpose of the Planned Unit Development (PUD) option is:

1. To encourage flexibility, innovation of design and variety of development types in order to promote the most suitable use of a site.
2. To facilitate efficient provision of streets, utilities and municipal services.
3. To provide a functional system of pathways, both on and off site.
4. To achieve a compatible land use relationship with the surrounding area.
5. To preserve the unique, natural, scenic, historical and cultural features of a site.
6. To develop and preserve usable open space.
7. To encourage a high quality of design.
8. To encourage the conservation of energy.
9. To promote and encourage affordable housing.

Staff finds that the PUD development option is the appropriate tool for reviewing the proposed development and meets the intent of the PUD purpose stated above. Staff’s analysis of the PUD’s specific criteria in Section 4.4.2.E Criteria for Review is provided below.

## Conformance with the Comprehensive Plan

This site is located District 3 - Town Residential Core, specifically within Subarea 3.2 – Residential Core which is a transitional area sought to have redevelopment with a mixture of single-family and multi-family residential development. As stated in the Staff Findings section below, staff finds that the proposed project is in conformance with the Comprehensive Plan. The proposed development meets many of the goals of the Comprehensive Plan related to Community Vision, Natural and Scenic Resources, Transportation and the provision of Affordable and Workforce housing. In the recent Comprehensive Plan amendment and rezone approved by Town Council this site was identified as an appropriate area for a higher density workforce housing development.

## Conformance with Other Applicable Regulations

Staff finds that the applicant complies with the regulations set forth by Section 4.4, Planned Unit Developments, of the Land Development Regulations, as described in the Dimensional Limitation Table above and as discussed in this report.

## Density

Section 4.4.2.E.c, of the Land Development Regulations states that the proposed density of all Planned Unit Developments shall be appropriate and compatible in terms of the surrounding neighborhood and the zoning district in which it is located. The allowable density of a PUD is determined upon review of the development against the base standards, the type and mix of units proposed, and the character of the surrounding land uses.

The proposed density for the project is 16.8 dwelling units per acre, with 203,029 sf of total floor area. A density comparison in this neighborhood is difficult as there is limited residential development directly adjacent to the site. The effective density in the Auto Urban Residential (AR) zoning district is 17.4 units per acre and the base density for single family detached units in the UR zone is 8.7 units per acre. Staff notes that in calculating buildout for the UR zone staff assumes a density of 23.59 units per acre. Based on this staff finds that the application is significantly below the allowed density for UR zoned property. In addition, staff finds that the density and intensity of this development can be compared to the Urban Commercial, Auto Urban Commercial and Public Semi/Public zoning districts surrounding the site. Staff finds that in terms of overall building size and intensity compared to the new Forest Service Building, existing and proposed Recreation Center and the building size and intensity allowed in the surrounding commercial zoning that the proposed density is appropriate for the site. Furthermore, the application is not utilizing the maximum allowed floor area leaving room for common area green space and natural/wetland features.

## Variety of Unit Types

The PUD regulations encourage a mix of unit types and sizes that broaden the variety of unit types across the community, and/or offer units for which there is a recognized need. In addition, the PUD development option allows for and encourages a diversity of unit types, including but not limited to single family homes, townhouses, apartments, etc.

Staff finds that the applicant has proposed a desirable mix of unit types anticipated and expected of a project of this size. A breakdown of units by type is as follows:

Unit Type	Number of Units	% of total
Detached Single Family	13	8%
Attached Single Family (Townhomes)	20	12%
Attached Single Family (Condominiums) / Apartments	135	80%
<b>Total</b>	<b>168</b>	<b>100%</b>

Staff is supportive of the majority of the units (80%) being Attached Single Family (Condominiums) / Apartments as they offer the greatest opportunity for workforce housing by providing a product type that is typically more affordable.

## **Landscape Surface Ratio/Open Space & Landscaping**

### Landscape Surface Ratio/Open space

A goal of a PUD is to provide functional open space and landscaped areas that provide light, air circulation and privacy while also protecting existing vegetation and other environmental features of the site.

As shown on the site plan, the applicant has provided over an acre of additional Landscape Surface Ratio, then is required. The majority of the landscape areas are located along eastern edge of the site bordering the National Elk Refuge and in two wetland areas in the southeast corner and northern area of the site. In addition, there is a substantial landscaped area between the proposed Condominiums/Apartments and the detached single family units to the east and a large landscape area in the northwest corner of the site breaking up the hardscape in this area.

Overall staff finds that the ratio of built (building/paving) to landscape area is appropriate for the site. All structures are surrounded by areas of landscaping and open space in keeping with a higher density development adjacent to the National Elk Refuge (Elk Refuge). Staff is supportive of a majority of the landscaping and stepping down of building intensity provided along the boundary with the Elk Refuge. In addition, staff supports the proposal to keep all landscape areas except for the area directly adjacent to the detached single family units in common area to be maintained by a master association and for the use and enjoyment of all residents. Specifically, staff supports keeping the area adjacent to the detached single family units and the Elk Refuge boundary/fencing as common area to protect against encroachment and impact to this sensitive area.

Staff finds that there will be adequate shared open space for residents to use to recreate and enjoy the outdoors. Specifically, the large landscape area in the northwest corner of the site and landscaped area between the proposed Condominiums/Apartments and the detached single family units will serve to meet this need. Staff has added as a condition of approval that as part of the Development Plan approvals for these areas that the applicant shall provide a detailed landscape describing the proposed improvements and function of these areas.

Given these considerations, staff finds that the proposed landscape/open space area is sufficient in size and location to meet the open space requirement for an UR-PUD

### Landscaping

In terms of landscape screening, the applicant will be required to provide a total of 176 plant units based on the number of residential units and parking. A conceptual landscape plan has been submitted at this time due to the conceptual nature of the Sketch Plan. A final landscape plan will submitted for final Development Plan that will need to demonstrate proper placement and screening for the project. Staff is generally supportive of the applicants request to use a “value based approach” to landscaping in order to provide some larger/mature plant units on the site.

## **Historical and Cultural Resources**

As discussed in the application, there were several older buildings and storage sheds left on the property previously utilized by the Forest Service. Many of the small structures were relocated and the former larger “Car Barn” was dismantled and repurposed. All required Town demolition permits and associated Historic Preservation Board reviews were completed and the site is currently vacant of any structures.

## **Site Design**

In regard to this section, staff finds that the proposed setbacks, building height, and orientation must all be considered in partnership to determine if the project is compatible with the surrounding neighborhood in terms of bulk, scale, structural mass, and character.

Site Plan: Staff finds that the proposed site is unique in its location having little to no street frontage with limited visibility from surrounding roadways and the Town in general. Staff finds the applicant has successfully placed the larger more intense condominium/apartment buildings to the interior of the site with the smaller less intense structures on the exterior of the site adjacent to the Elk Refuge. Overall site circulation is difficult with only one access to the site from a public roadway.

Setbacks: Staff finds that the proposed perimeter setbacks, although reduced from what one might expect for a project of this size, are appropriate due to its unique interior location adjacent to public lands and uses. Setbacks for Area A, the detached single family units, are appropriate for the small lot sizes (4600 to 5800 square feet) providing adequate privacy and separation in a compact and efficient manner. Setbacks for Area B, the attached single family units, are appropriate both between individual unit clusters and from the perimeter of the site. Setbacks for Area C, the Condominium/apartments, are appropriate from building to building and to the exterior perimeter. The utilization of a common underground parking level and adjacent surface parking leads to a minimum setback between buildings which is efficient and effective in making the layout and orientation of the buildings successful.

In general, staff finds that the proposed site layout and building orientations will produce a positive living environment for the future residents of the project and will be a positive addition to the surrounding neighborhood with the recommended conditions of approval contained in this staff report.

## **Building Design**

While the PUD standards do not specifically address architectural design, the appearance of structures in a PUD plays a major role in determining how well the greater FAR allowed by PUDs is addressed, especially in terms of ensuring compatibility with surrounding properties. This is because the architectural design of the buildings significantly impacts the perceived bulk, scale, and character of a project. Exterior materials also play a major factor in this analysis.

The applicant has provided preliminary building elevations and floor plans for each building type as part of their application. In regards to the detached single family units staff has no comments as single family building design has never been regulated by the Town. With that said staff has reviewed the proposed lot sizes, FAR, proposed building envelopes, setbacks, LSR to ensure they work in concert with each other and find that they do. Staff notes that the applicant has requested the 13 single family lots be allowed to proceed to subdivision without a Development Plan review by the Planning Commission and Town Council. Staff is recommending that both the townhomes and multi-family buildings be reviewed again as a Development Plan by Planning Commission and Town Council. Staff has reviewed the conceptual plans provided and find them consistent with the overall dimensional limitations provided. See below for more discussion regarding parking and other development considerations.

## **Access/ Circulation/Traffic**

### Traffic Analysis

A traffic impact statement and a complete traffic analysis have been provided to the Town analyzing the potential impact of the development on the surrounding State and Local roadway system. In summary the development will add an additional 1216 trips/day to the adjacent transportation system, 103 of which will take place during the AM peak period and 125 are anticipated to take place during the PM peak period. Staff and the applicant acknowledge that the PM peak period is already struggling to meet traffic demands. The applicant's

traffic study concludes that the current signalized intersection at Cache and the new Mercill Extension will be adequate to handle the increased traffic and that a King Street extension will not be warranted at this time. This is a result of the current intersection operating as a three way intersection and by adding the fourth (Mercill Avenue Extension) will not significantly change the current operation. As discussed below the final design of this intersection will need to be further studied to determine whether a dedicated left turn lane is warranted and how the intersection will accommodate all modes of travel including pedestrian and bikes in a safe and efficient manner.

Based upon the information provided, staff finds that the use of the existing signalized intersection to serve this project is acceptable. Ultimately the completion of King Street as a secondary access point to the development would help spread the additional traffic impact from one intersection to two. At this time the Town has not completed any plans for the future of King Street but the proposed application allows for a future connection if and when it should be constructed but not as a requirement of this application. The applicant notes that an emergency vehicle and public transportation only access point to the south in the area of the future King Street connector could be provided at this time if deemed necessary by the Town. Staff is requesting Council feedback on this issue. Please see attached Jorgensen letter.

### Streetscapes

#### *Mercell Avenue Extension*

Due to the limited right of way only 40' when 60' is typical, the design of this street has been challenging to accommodate all design elements and user needs. Staff is currently working with the Forest Service and WYDOT to determine the availability of additional right of way or special use permit but at this time this does not appear likely. In addition, consideration of pedestrian improvements along the southern right of way side within the Kudar property boundary have been proposed.

The applicant has proposed two options for the Mercill Avenue extension one utilizing a 40' right of way and a second with a 50' right of way. Generally speaking both cross sections include two travel lanes in each direction with a dedicated left lane at Cache, with no parking on either side of the street, a multi-use pathway on the north and attached/detached sidewalk on the south.

Based upon review of the proposed cross sections against the Town Community Street Plan staff offers the following comments:

- Continue to work with the USFS to obtain additional special use permit area and incorporate the improvements of their new Administrative Site into the Mercell Avenue Extension.
- There should be buffers of at least 6' between all sidewalk/pathways and the proposed travel lanes. The 6' dimension can be reduced somewhat in areas that do not have trees, but it needs to be at least a few feet anywhere the sidewalk is adjacent to a travel lane. The 8' of greenspace outside of the 5' sidewalk, should be divided up to put 6' between the travel lane and pathway and add 2' to the 4' planting strip between the travel lane and sidewalk.
- A 5' attached sidewalk directly adjacent to a travel lane is not acceptable, all proposed pedestrian improvements shall be detached with adequate buffers between sidewalks and travel lanes the entire length of the corridor.
- Staff is not clear why three travel lanes are required on the western intersection with Cache Street. If traffic volumes are high enough to warrant this design, the intersection design will need to be revised to better accommodate bikes and pedestrians. The design speed for this roadway should be 25-mph. If the left-turn lane transition area remains it should be shortened up and redesigned for a 25-mph street.
- The location of the King Street extension crosswalk will make it hard to make a pedestrian ramp work in the proposed configuration. Applicant should consider moving the intersection east possibly lining it up with the garage entry driveway.

The applicant has requested that the final design of the Mercell Extension be completed as part of the first Development Plan for the Multi-family structures. Staff has added a condition of approval related to this request but is looking for Council direction on whether the design should be determined prior to Sketch Plan approval or as requested.

*Internal streets*

Staff finds that these streets should feel like they are very low speed, a 25 mph speed maximum, and preferably a 15mph speed would feel more comfortable. To accommodate this staff suggests including across from the market units, consideration of 2 or 3 curb extensions to delineate parking areas and narrow the effective width of the street. Otherwise staff finds that if not heavily parked, the street will feel too wide and will result in faster driving speeds. In addition, staff recommends not striping any of the streets (not sure if the marking on the landscape plans are intended striping or just indications that they are two-way streets) and that the curb radius looks quite wide on many of the internal intersections and should be made 10’ or less for low-speed design. Staff would also have the applicant consider improving internal pedestrian crossings with raised crossings (tabletops 3-4” above street grade) and/or using different coloring and/or texture to delineate these areas. Staff is very supportive of the proposed internal sidewalk and pathway designs.

Staff has added condition of approval related to this request to have these improvements completed prior to Sketch Plan approval.

**Pedestrian Access**

Staff finds that pedestrian access has been adequately addressed through the site with the inclusion of the 10’ wide public multipurpose pathway and public detached sidewalk along the private street. In addition, staff finds the 5’ pedestrian pathways into the wetland viewing platform will be a nice addition to the site. As plans for the King Street extension and Recreation Center are completed it will be important to tie the proposed pedestrian improvements into the property to the south. As a result of a Planning Commission condition of approval the applicant was required to include a detailed pedestrian circulation plan specifically addressing exterior connections from the site prior to Town Council review. The proposed plan as presented would include the removal of a minimum of 2 parking spaces in the recreation center parking lot with additional cross walk markers also provided in this area. Staff has added a condition of approval requiring the applicant provide public access for pedestrians and cyclists through the site.

**Parking**

The applicant is proposing the following parking schedule:

<b>Unit Type</b>	<b>Unit Parking Ratio</b>	<b>Visitor Parking</b>
Attached Single Family (Condominiums) / Apartments	1 space per one bedroom 2 spaces per two/three bedroom	0.25 per unit
Attached Single Family (Townhomes)	2 spaces per unit	On street
Detached Single Family	4 spaces per unit	On street

Staff is generally supportive of the proposed dedicated parking ratios by unit type. Specially, the dedicated visitor parking for the attached single family (condominiums) / apartments is seen as necessary due to the number of units proposed. Staff does have some concern with visitor and overflow parking as it relates to the townhomes. Although the on-street parking will be available by all units to meet some of this demand its location away from the majority of the townhome units may limit its usage. Staff has added as a condition of approval that visitor overflow parking be further addressed during the Development Plan review.

## **Environmental Analysis and Wetlands**

Planning Staff has reviewed the Environmental Analysis (EA) dated July 18, 2016 that was prepared by Y2 Consultants, LLC (Y2) for the 10-acre parcel of 60 Rosencrans, in the Urban Residential Zone of the Town of Jackson. The EA also contains the results of an Aquatic Resource Inventory (ARI) and groundwater trend data from 01/27/2016 to present. Related to the EA, the applicant submitted an alternatives analysis which evaluated 3 development layouts, a preferred option and comparison to Alternatives 1 and 2.

An EA review is not an approval of an EA nor a physical development plan. It is a component of a possible or pending physical development application. In this case the applicant has applied for a Sketch Plan and UR-PUD. The purpose of this EA review is to analyze the findings of the consultant, follow the guidance of the Jackson/Teton County Comprehensive Plan, and the regulations of the Town of Jackson Land Development Regulations pursuant to Sec. 8.2.2, Div. 5.1., and Div. 5.2. Finally a recommendation of one of the alternatives is provided.

The evaluation of impacts pursuant to Sec. 5.1.1, Waterbody and Wetland Buffers, present the findings that wetlands on the site are primarily agriculturally influenced via sub-irrigation from the neighboring National Elk Refuge. The relic channel associated with the Cache Creek Basin no longer flows, or has a direct downstream nexus with Flat Creek. Wetland functionality assessment results were used to define all wetlands within the project area as degraded, and those wetlands associated with the stock pond were found to be anthropogenic in origin, and not protected by the LDRs. This initial analysis was presented in ZCV (P15-026). Therefore, due to degradation, irrigation inducement, or anthropogenic origins of wetlands, there are no wetland buffers extant on the property. Mitigation is required for development impacts to degraded wetlands that are deemed natural in origin, at a ratio of 2:1. A 30-foot development setback is enforced around wetlands created for mitigation, and the applicant has included a conceptual mitigation for on-site, in-kind wetland mitigation to be implemented through the course of the development. A Final Mitigation Plan that is found sufficient by Town of Jackson Planning Staff is required prior to the issuance of any physical development permits.

The Environmental Analysis presented a thorough review of the Natural Resources extant within the project area that are provided protection through Sec. 5.2.1 of the LDRs. As presented in the EA, there are no protected habitat types within the subject parcel for elk, mule deer, moose, trumpeter swan, cutthroat trout, bald eagle, or species protected under the Endangered Species Act. The basis for impact assessment is not driven by standards protecting Natural Resources pursuant to Div. 5.2.

The final basis for analysis of the preferred development scenario in comparison to two alternatives, was a direct assessment of direct and indirect impacts to wetlands. The preferred alternative is supported in the environmental analysis due to the minimization of impacts to resources protected in Div. 5.1. Staff recommends the preparation of a Final Mitigation Plan providing comprehensive mitigation methodology for the on-site mitigation of wetland impacts, with an estimate for the cost of wetland mitigation implementation provided. Planning Staff recommends the preferred development scenario, as conditioned.

## **Affordable/Employee Housing**

The applicant is required to meet two separate housing requirements. The first is the typical 25% affordable housing mitigation requirement which required 60.9 persons to be housed. The applicant has proposed to meet this requirement by providing 27 onsite income restricted condominium units. Staff is supportive of the application but would request Council discussion on whether a variety of product types, detached single family, attached townhomes and condominium/apartments should be provided to meet the requirement. The initial sales of the affordable housing units will be marketed and facilitated by the Housing Department.

The second housing requirement is a result of the applicant choosing to take advantage of Section 2.3.4.E that allows the structural height to be increased to 48' with no limitation on number of levels above grade if the following standards have been met:

*E. Additional Zone-specific Standards*

1. *PUD-ToJ Height. For a PUD-ToJ proposed in the UR zoning district, structure height may be 48 feet provided the following criteria are met.*
  - a. *The following standards apply to the amount of additional floor area achieved through the increase in structure height; however, the actual floor area to which the following standards apply may be distributed throughout the structure.*
    - i. *It shall be deed restricted workforce, affordable, or employee housing with an occupancy restriction;*
    - ii. *It may have an employment and/or price restriction.*
    - iii. *It shall be exempt from the calculation of affordable housing required by Div. 7.4. but shall not be used to meet the affordable housing requirement for the project.*
  - b. *The project shall provide the affordable housing required by Div. 7.4. on site.*
  - c. *The site shall be at least 2 acres to provide opportunity for sufficient setback from, and building height step down to small scale development.*
  - d. *The site shall be served by transit within 1/4 mile.*
  - e. *The site shall be within 1/4 mile walking distance from numerous commercial services routinely needed by residents.*
  - f. *The additional building height shall not increase the floor area allowance or decrease the required open space.*

Staff finds that all of the above criteria have been met. Specifically, Section 2.3.4.E.1.a requires that an additional 45 deed restricted units be provided on site. The applicant is proposing to provide the 45 workforce housing restricted units. These will mitigate for the floor area created by the 48 foot height of the buildings.

The applicant has proposed two types of workforce housing restrictions: Workforce Ownership and Workforce Rental. All workforce restricted units require that at least one occupant of the unit maintain an average of 30 hours per week employment on an annual basis, from a local business, and the entire household must earn at least 75% of their income from a local business. There are no income or asset limits for owners or occupants.

- The ownership units may be owner-occupied and will not have an initial sales price restriction on them, but will have an appreciation cap of 2.5% per year of ownership compounded annually. Owners may not own property within Teton County and must reside in the unit at least 10 months/year.
- The rental units may not be owner-occupied and will include a rental rate appreciation cap of 2% per year compounded annually. Lease terms must be for at least 3 months and for no longer than 3 years. Occupants may not own property within Teton County.

The workforce housing units will be marketed and sold by the applicant. This is consistent with the workforce housing restriction, however, the Housing Department will be involved to the extent of qualifying the buyer and/or the occupants of the unit depending on whether it is an ownership unit or a rental unit. Furthermore, the Housing Department will monitor the units to ensure compliance with the deed restriction.

All three proposed deed restrictions have been included as an attachment to the Master Plan for review.

The applicant is proposing the creation of a housing mitigation bank. This will allow the purchaser to buy a free market unit and then apply to the Town of Jackson or Teton County to determine whether such market unit may be utilized for employee housing mitigation. Market units shall only be considered for employee housing mitigation approval for an initial period of 15 years from the issuance of the development's first certificate of occupancy.

### **Development Exactions**

The applicant has stated their intent to subdivide for individual ownership, however the park & school exaction requirements do not apply at this time and will be determined based upon the regulations on place at time of subdivision. If in the future when the applicant/owner chooses to subdivide the units, then the property will be subject to the park and school exactions in Section 7.5.2: Park Exactions and Section 7.5.3: School Exactions. The required exactions are estimated at this time to be approximately \$268,000.00 for Schools and \$372,600.00 for Parks.

### **Public Works**

At the September 19<sup>th</sup> and October 3<sup>rd</sup>, 2016, Town Council workshops, staff presented a request from the applicant regarding the proposal to connect Town utilities and other necessary infrastructure improvements to the site. For each item staff described the request being made of Council and provided staff comment on the item. Below staff has provided a summary of each request with some additional information added since the October 3, 2016 workshop. Staff found that preliminary Council direction from the workshops was generally supportive of the requests being made by the applicant. In addition, to the information provided Council asked for more information to be provided on Town's overall sewer capacity in the area based upon additional capacity being added to the system as a result of other projects. Further modeling of the sewer system in the vicinity of the proposed development, shows the Town of Jackson sewer system should be capable of handling the proposed flows associated with the Hidden Hollow development.

Based upon more formal direction at this meeting, and as provided as a condition of approval the next step related to infrastructure improvements would be for staff and the applicant to draft a Development Agreement between the property owner and the Town for consideration at a later meeting. The purpose of the Development Agreement would be to identify the ownership (public or private) of all on and off site infrastructure, who would be responsible for completing infrastructure improvements (Town or applicant), the timeline for all improvements, who would be responsible for paying for improvements (Town, applicant or cost share), and a timeline and associated bonding for all required improvements.

### **Onsite Improvements**

The proposed development will include new on-site water and sewer utilities built by the applicant within the property that will connect to existing Town utility systems. The new utility system within the property will consist of approximately 2,900 feet of new 8-inch water main, approximately 2,150 feet of new 8-inch gravity sewer main, a 6-foot diameter duplex lift station, and approximately 500 feet of 4-inch force main. All new water and sewer mains will be constructed in compliance with current Town of Jackson Construction Standards. Once the new water and sewer utilities are inspected and accepted by the Town of Jackson, installed in accordance with Town of Jackson Construction Standards, and all dedicated recorded easements are verified the applicant is requesting the Town assume ownership of said utilities improvements. All utilities will be installed 100% at the applicant's expense, with no contribution from the Town. All infrastructure would be constructed during phase one of the project.

Request: The applicant is requesting that the Town take over ownership of the on-site sewer and water infrastructure upon inspection by the Town.

Staff Comment: Staff finds this request is typical of other similar developments in the Town including Daisy Bush, Cottonwood Flats, Karns Hillside, 810 West, etc. Staff has conditioned the application that the applicant and the Town whether further discuss whether an onsite sewer lift station is required. It is the Town's position that the plans should be revise to remove said lift station if possible to eliminate future maintenance responsibilities by the Town.

### **Mercill Avenue Extension**

The applicant is proposing to construct all infrastructure within this area including water, sewer, storm sewer, curb gutter and roadway surface, pathway, etc. to Town standards and upon completion and acceptance by the Town all improvement would become public infrastructure. All infrastructure would be constructed during phase 1 of the project.

#### Request:

1. The applicant is requesting that the Town take over ownership of all infrastructure upon inspection by the Town.
2. In addition, the applicant is requesting the Town agree to cost sharing/reimbursement for all infrastructure above and beyond that required by the Hidden Hollow Development and improvements above and beyond the 40' of future right of way. Reimbursement could be by the Town upon completion of the work or from future property owners as they request connection and use of the shared Town infrastructure.
3. Since the October 3 workshop staff has met with the Forest Service regarding a 10' pathway easement to construct the proposed multi use pathway on Forest Service property. This request was not received well by the Forest Service and thus the required pathway will most likely have to be located within the 40' future public right of way as discussed above.

Staff Comment: Staff finds the request to take over public ownership of all infrastructure improvements in Mercill Avenue as typical. Staff has envisioned that the proposed Mercill Avenue would connect to a future King Street extension and provide a needed extension of the Town public street and utility system in the area.

In regards to the request for cost sharing/reimbursement the Town Land Development Regulations Section 7.2.2 state as follows:

#### *5. Oversize and Off-Site Improvements*

*The Town Council may require installation and construction of utilities, pavement and other land improvements in excess of subdivision design needs, to assure adequate service to future development areas. Such oversize improvement requirements shall be determined by the Town Council. Such requirements shall be subject to the following standards:*

*a. The subdivider shall be required to pay for only that part of the construction costs for the arterial streets, trunk sewers or water lines that are necessitated by and are serving the proposed subdivision, as determined by the Town Engineer. The Town Engineer and subdivider shall mutually establish a proportionally distributed cost sharing arrangement that considers other persons who will benefit from such oversized improvements constructed to ultimately service the surrounding area.*

*b. If streets or utilities are not available or adequate for services at the boundary of a proposed subdivision, the subdivider may be required to obtain necessary special use permits or rights-of-*

*way and construct and pay for any extensions necessary to connect the proposed subdivision to adequate utility lines.*

*c. Reimbursement for the installation of oversized improvements shall be effected only after such time as the Town accepts the subdivision improvements, a written request for reimbursement is submitted to the Town by the subdivider, and the Town Council, acting on the advice and recommendation of the Town Engineer, authorizes the reimbursement.*

The town has not formally requested for the utilities to be oversized. Staff finds that discussion with the applicant regarding cost sharing/reimbursement for future connections to the proposed utilities would be appropriate. Staff notes that funding could be allocated from the Town water, sewer, and general funds.

At the time of this report there is not sufficient information to make a recommendation on cost sharing/reimbursement. Based on direction from the council and more detailed information on the design of the Mercill Avenue ongoing discussion regarding cost sharing and reimbursement would be appropriate.

### **Off-site Water**

The Town is requiring that the new water system be a “looped system” or have multiple supply lines. This can be achieved by connecting to the Town existing water main at two different locations as follows:

- Connect to existing 8-inch water main in the intersection of North Cache Street and Mercill Avenue.
- Install and/or connect to the existing or a new water main within Rosencrans and across the Forest Service property, which requires a special use permit from the Forest Service.

The first connection was discussed as part of the Mercill Avenue improvements discussed above. For the second connection the applicant is proposing to construct a new water main within Rosencrans on the Forest Service property prior to connection to the Town main in North Cache. The applicant has requested that the Town secure an easement or other instrument from the US Forest Service for this water line and that the new water main be accepted by the Town as a public utility.

Request: The applicant is requesting that the Town take over ownership of a new water main with Rosencrans upon acceptance by the Town. The applicant is not requesting the Town cost share/reimbursement for this water main. The Town would be responsible for securing an easement or other instrument from the Forest Service for installation, and maintenance of the water main. The US Forest Service will not provide easements or other instruments to private entities.

Staff Comment: Staff finds the request to take over public ownership of a new water main to be typical. Staff finds that the looping of the Town water system will have benefits to the overall system and other properties in the area. Depending on the amount of work involved in securing an easement or other instrument, a fee or preparation of application by the developer may be required. Staff notes that should an easement or special use permit not be secured from the Forest Service the applicant would be required to redesign the proposed system.

### **Off-site Sewer**

Staff previously discussed that the proposed new sewer system will be connected to the existing Town sewer system to the west of the proposed housing development near the intersection of North Cache Street and Mercill Avenue. The Town had identified two areas within the Towns existing sewer system where an increase in sewer flows (i.e. capacity) may be an issue. For the Town to be able to handle extra sewer flows in this area two sewer improvement project may be warranted in order to handle the new flow:

- The improvement of approximately 1,000 lineal feet of sewer main located within Mercill Avenue and Millward Street along the Truck Route.

- The improvement of approximately 550 lineal feet of sewer main located within the alley behind the Rusty Parrot between West Gill Avenue and West Deloney Avenue
- The construction of a new lift station located within the northern portion of the property.

At the October 3 workshop it was presented that based upon additional flow data that no significant off-site sewer improvements will be necessary to accommodate the full build out of the proposed development. Further modeling of the sewer system in the vicinity of the proposed development, shows the Town of Jackson sewer system should be capable of handling the proposed flows associated with the Hidden Hollow development. See the attached memo from Jorgensen for more detailed information.

Request: The applicant is not requesting any off-site sewer improvements at this time but should they be deemed necessary by the Town, the applicant is requesting that the Town pay for all necessary off-site improvements.

Staff Comment: Town staff needs to further review the recently provided information, further information on this item will be provided as it becomes available.

### **Phasing Plan and Start Date**

Request: The applicant is requesting that the Town allow the issuance of a Grading and Erosion and Control permit for off-site and onsite infrastructure associated with the development as quickly as possible. The request is being made to allow work to begin this fall when ground water conditions are favorable opposed to beginning next spring when high ground water may be a concern adding additional time and expense.

Staff comment: The Town has not previously issued permits for construction of any type until final approval has been granted by Town Council. Based upon the current planning review schedule Council is consider the planning applications associated with this development on October 17, with the required three readings of the PUD ordinance taking place on November 7, 21 and the third and final reading taking place on December 5. The Council could consider having Special meetings to complete the required three ordinance readings in a timelier manner but at a minimum there shall be 10 days between first and third reading of an ordinance. In addition, staff notes that a Development Agreement between the Town and applicant would be required prior to any work being commenced. Staff requests Council discussion and direction related to this request.

### **Master Plan**

Sec. 4.4.1.C.2 of the LDRs requires PUD applications to include a Master Plan that outlines the dimensional standards, location, and use(s) required/allowed in the PUD. The Master Plan provides PUD-specific standards based on a proposed individual project and replaces (partially) the standards of the existing zone — any standards not modified by the Master Plan would be provided by the underlying zone (UR in this case). For an application of this size all changes based upon staff, Planning Commission and Town Council direction will be incorporated into the Master Plan prior to consideration of the required ordinance(s) readings.

As part of the Planning Commission report and review staff had recommended 25 changes to the Master Plan. The applicant has provided a revised Master Plan since review by the Planning Commission incorporating many of the proposed changes. Below staff has identified changes to the Master Plan that have not been agreed upon by the applicant and staff or that have been identified since the Planning Commission for Council review. For each change, staff has provided a brief explanation, for the purpose of beginning discussion of the items that are not agreed upon by the applicant at the meeting.

1. *Prior to 1st reading of the PUD ordinance the applicant shall revise the Master Plan to make all clarifying edits recommended by staff and any edits needed to implement conditions of approval of the Sketch Plan and PUD.*

The Master Plan will likely require final edits to provide internal consistency once final direction on the content is provided. Staff finds that these edits will not change content and are needed for any complex document that has gone through many drafts, once the final content is determined.

- 2. Prior to 1st reading of the PUD ordinance the applicant shall amend Section 1.4.A of the Master Plan to clarify the intent of the Master Plan regarding “previewed” standards from an LDR Section.*

The Master Plan (like the LDRs) includes “previews” of referenced LDRs. They are included to make the Master Plan easier to use in the future. For example the wetland setback of 30’ is stated under the reference to Sec. 5.1.1 because it is the standard most likely to be relevant to a future applicant, while the rest of Sec. 5.1.1 provides supporting definitions and details. However, the Master Plan needs to be clear whether this standard should be updated if Sec. 5.1.1 were to be updated. Staff finds that there are very few instances of “preview” in the Master Plan and staff’s recommendation of approval is not dependent upon how the applicant clarifies the issue, but staff finds that the issue needs to be clarified to avoid future confusion.

- 3. Prior to 1st reading of the PUD ordinance the applicant shall revise the Master Plan to specify the documents that must be provided in order for the Master Plan to be considered amended.*

Tracking amendments to Master Plans can be difficult over the years. Staff finds that the remedy to this solution is to specify how that tracking will occur in the Master Plan so that it is done consistently over time. For example in amending the LDRs staff maintains the current LDRs in hard copy and electronic form, a list of all amendments stating the date and section(s) amended, and redline representations of each amendment.

- 4. Prior to 1st reading of the PUD ordinance the applicant shall delete the definition of dwelling unit from the Master Plan.*

Dwelling unit is defined in the LDRs. Staff finds that the proposed definition does not make any distinction from the LDR definition and is not necessary. Further, if the applicant wished to distinguish from the LDR definition of dwelling unit a unique term should have been proposed and distinction should have been justified. No such proposal or justification has been submitted.

- 5. Prior to 1st reading of the PUD ordinance the applicant shall complete Section 2.1.A of the Master Plan by allocating dimensional limitation allowances and requirements to Areas B, C, and D consistent with the Sketch Plan and Overall PUD approval.*

Section 2.1.A establishes the dimensional limitations for each area of the PUD and the PUD as a whole. The Overall PUD standards are proposed and meet the standards of the LDRs. However the individual allocations to Area B, C, and D are not yet calculated because those allocations will be in square feet. Staff finds that between approval and first reading the Planning Director can ensure that the allocations to each area add up to the Overall PUD proposal in a way that is consistent with the Sketch Plan. The Planning Director will ensure that this table is clear for use in reviewing future applications prior to 1<sup>st</sup> reading so that such project wide tabulations are not needed in the future.

- 6. Prior to 1st reading of the PUD ordinance the applicant shall revise the Master Plan to require all Area B development to complete a Development Plan.*

Staff finds that the townhouse development in Area B has enough remaining questions about parking and layout that it warrants a public review prior to submittal for building permit. The applicant is proposing that Area B development be subject to Planning Director review prior to submittal of a building permit.

7. *Prior to 1st reading of the PUD ordinance the applicant shall revise the Master Plan to include a maximum scale of use for Local Convenience Commercial of 2,000 sf, excluding basement.*

Staff finds that the proposed approach to allowing Local Convenience Commercial is consistent with the approach Town has taken, except that the applicant did not include a limit on the size of an individual instance of the use. Such a limit is important to ensuring that the Local Convenience Commercial use remains accessory to the primary character of the PUD as a residential neighborhood.

8. *Prior to 1st reading of the PUD ordinance the applicant shall revise the Master Plan to clarify the applicable amendment process for adjusting the maximum sales price of an affordable housing unit.*

The Master Plan establishes in Attachment 4 the formula for calculating maximum sales price of an affordable housing unit. However the Master Plan also reserves the right to amend this methodology to be consistent with future Housing Department methodology if the Housing Department changes its methodology in the future. Staff finds that the content of the provision is acceptable, but that the provision does not clearly specify whether such an amendment would be a major, minor, or administrative amendment as defined in the Master Plan. Staff finds that the amendment process needs to be clear for future implementation of the Master Plan.

9. *Prior to 1st reading of the PUD ordinance all attachments shall be included with the Master Plan upon review and approval by staff.*

Staff finds that Attachment 1: Legal Description of the HHPUD Boundary, Attachment 2: Physical Development Standards Monitoring Plan Template, and Attachment 3: Affordable Housing Monitoring Plan Template can be reviewed following approval the PUD because they do not propose any new content and are in some cases dependent upon the final content approved. Staff finds that the Housing Department is still working with the applicant to finalize Attachment 5: Income Based Deed Restriction Template, Attachment 6: Workforce Housing (Owner) Deed Restriction Template, and Attachment 7: Workforce Housing (Rental) Deed Restriction Template. These restriction templates will implement the housing mitigation plan in a form acceptable to the Housing Department prior to attachment to the Master Plan.

## **Phasing Plan**

Since the Planning Commission meeting the applicant has provided a more detailed phasing plan as follows:

***Predevelopment Site and Infrastructure Improvements Phase:*** *The Developer shall complete all Underground infrastructure and rough grading of the entire site including roads, but excluding improvements to any roads to be dedicated to the Town of Jackson, pursuant to the requirements of a Grading and Erosion Control Permit approved by the Town of Jackson. Upon completion of the improvements stated herein, the HHPUD shall be vested and shall not expire.*

### ***Phase 1:***

- *Development of 54 multi--family units in two Area C Buildings*
- *Development of 20 townhome units in Area B*
- *Subdivision and sale or development of 13 single--family units in Area A*
- *Provision of affordable housing for 36.4 persons within the two multi--family buildings in Area C developed under Phase 1*
- *Provision of 18 workforce housing units within two multi--family buildings in Area C Developed under Phase 1*
- *Completion of all Mercill Avenue extension improvements*

- *Completion of all road ways and parking areas necessary to serve the development in Phase 1*
- *Completion of all wetland mitigation*
- *Completion of all landscape requirements for all Phase 1 development in Area B and C*

**Phase 2:**

- *Development of 54 multi--family Units in two Area C buildings*
- *Provision of affordable housing for 16.4 persons within the two multi--family buildings in Area C developed under Phase 2*
- *Provision of 18 workforce housing units within two multi--family buildings in Area C developed under Phase 2*
- *Completion of all landscape requirements for all Phase 2 development in Area C*

**Phase 3:**

- *Development of 27 multi--family Units in one Area C building*
- *Provision of 9 workforce housing units within any building in Area C*
- *Completion of all landscape requirements for all Phase 3 development*
- *Completion of all remaining landscape requirements in Area D*

**Occupancy of Free Market Units:** *The above phasing plan is subject to the following requirements:*

*Certificates of Occupancy for free market residential units (Area A units, Area B units and Area C units) will not be issued by the Town of Jackson unless one of the following has occurred:*

*1. A framing inspection has been approved by the Town Building Official on all building(s) that will provide affordable housing units within the phase in which such free market residential units are receiving a Certificate of Occupancy, and the Developer provides the Town with a bond in an amount equal to the in lieu fee requirement for the affordable housing units that are required by the number of free market units receiving Certificates of Occupancy; or*

*2. If the framing inspection has not been approved by the Town Building Official as provided above, the Developer shall be required to deed restrict the amount of free market units necessary to meet the total remaining mitigation requirement for Areas A and B. Such deed restriction shall only require the Developer to offer those free market units for sale as income based units if the affordable housing units within Area C that are intended for such remaining mitigation have not received a Certificate of Occupancy within eighteen months of the recordation of the deed.*

Staff is comfortable with the phasing plan as proposed. Regarding the Predevelopment Site and Infrastructure Improvements Phase, staff recognizes that once the majority of the infrastructure is completed that for all practical purposes the project will be vested due to the permanent installation of said improvements. This does not preclude future changes to the PUD-Master Plan but for all practical purposes the utility layout will be set and will guide all future development. Regarding Phase 1, Staff worked with the applicant to ensure that Phase 1 of the project included the appropriate balance of market rate, affordable and workforce housing. This includes the applicant's proposal to ensure that the appropriate affordable housing is secured prior to occupancy of any market rate component of the development as described above. In addition, staff finds it necessary that all essential infrastructure including wetland mitigation, roadways, Merrell Avenue extension, etc. must all be completed at this time to support the needs of the residential units. Phases 2 and 3 are appropriate as proposed ensuring the mitigation requirements of the residential units is met specifically including affordable and workforce housing along with required landscaping.

The proposed phasing plan and the associated details and required sureties will be fully outlined in the required Development Agreement to be reviewed and approved by Council prior to any work beginning on the site.

## PLANNING COMMISSION

The Planning Commission met on September 21, 2016 to review the proposed Planned Unit Development (PUD) and Sketch Plan and unanimously recommended approval to Town Council by a vote of 4-0 with Commissioner Janak absent. The Commission discussion focused on allowing the applicant to utilize the remainder of the proposed market rate units to meet future affordable or employee housing requirements. The Commission was supportive of this request adding some additional criteria to the use of these units in the future. The bulk of Commission discussion focused on the connectivity of the site to the adjacent Town street network for pedestrians and cyclists. The Commission placed a condition of approval on the application requiring that the applicant be required to construct the proposed 10' pedestrian access along Mercell Avenue as part of the Mercell Avenue extension as well as provide a detailed pedestrian circulation plan prior to Council review. Finally the Commission, discussed and added a condition related to design considerations related to multi-family structures to be reviewed as part of the Development Plan for future applications. The Commission encouraged the applicant to provide a variety of materials, colors, and architectural styles to address the bulk, scale and intensity of these structures. The specific Planning Commission conditions are as follows with a comment from staff on their status at this time:

1. The applicant shall be allowed to utilize the proposed market units to meet future affordable or employee housing requirements for other town and county developments. Use of said units shall be allowed for a period of 15 years from the first certificate of occupancy for any structures, and deed restrictions shall be for complete units. Individual housing mitigation plans proposing the use of these units shall be reviewed and approved on a case by case basis by Town Council.

*This condition has been removed as the applicant has incorporated this information into their Housing Mitigation Plan and PUD-Master Plan.*

2. The applicant shall be required to provide a detached 10' multi-use pathway or other appropriate pedestrian facility along Mercell Avenue as part of Phase 1 of the development, either within the proposed right of way or within a special use permit on the Forest Service property.

*This condition of approval remains as a recommended condition of approval by staff and the Planning Commission for the Sketch Plan.*

3. The applicant shall provide a detailed pedestrian circulation plan specifically addressing exterior connections from the site prior to Town Council review.

*This condition has been removed as the applicant has provided said plan as part of the Town Council applicant submission.*

4. The applicant shall consider design considerations to encourage a variety of materials, colors, and architectural styles to address the bulk, scale and intensity of the proposed multi-family structures as part of each development plan submission.

*This condition has been removed as the applicant has incorporated this information into their Housing PUD-Master Plan.*

## PUBLIC COMMENT

None.

## STAFF FINDINGS

**Item A: Sketch Plan.** All Sketch Plan proposals may be approved only if all of the following findings are made:

1. *The proposed project is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.*

The proposed application is located in Character District #3 Town Residential Core, specifically Subarea 3.2 Core Residential of the 2012 Comprehensive Plan. The following is the vision for Subarea 3.2:

*This residential, TRANSITIONAL Subarea is currently made up of a variety of single family and multifamily residential types, with some existing larger residential developments and non-conforming commercial uses. Redevelopment, revitalization and reinvestment are highly desired in this subarea. Due to its central location in the core of Town near employment and Complete Neighborhood amenities, the future character of this subarea will include some increased density and larger buildings than in East Jackson (Subarea 3.1). In addition, to the development pattern described for East Jackson (Subarea 3.1), multifamily residential uses will be encouraged in order to replace existing commercial uses and to blend the borders of the Town Commercial Core (District 2) with the Town Residential Core (District 3). Multifamily structures will be predominantly found on larger residential lots and along mixed use corridors. The size and scale of multifamily structures will be predominantly two stories with three stories considered in specific cases with proper design. The density and intensity found in areas containing multifamily structures may be greater than what is generally allowable in other areas. For these larger structures, the dominant building mass should be located near the street and be broken into multiple smaller buildings when possible. Parking should be minimized and screened from view as much as possible. In areas where office uses currently exist, consideration should be given to allow a mix of office and residential uses. Future mixed use office development should be of the same bulk, scale and intensity of the residential uses.*

Complies. Staff finds that the project is not only consistent with the above described vision for Subarea 3.2, but also the location is ideal for a high density development adjacent to many of the components of a complete neighborhood including but not limited to schools, shopping, recreation, alternative transportation, employment, etc. As stated above, this area is transitional and is sought to be ideal for reinvestment and redevelopment. The applicant's proposal meets this intention by developing an underdeveloped site with a high density residential project, especially one providing both market and deed restricted housing. In addition, multi-family is encouraged as a use, with larger buildings considered appropriate. The density and intensity is consistent with nearby developments, and is an appropriate location for higher density and intensity with multi-family structures, were other areas in Town may not.

In addition, staff finds that the application should be reviewed for consistency specifically with the Policy Objectives for District 3 which states as follows as the desired vision for the district:

### ***Common Value 1: Ecosystem Stewardship***

Not Applicable.

### ***Common Value 2: Growth Management***

*Policy 4.1.b: Emphasize a variety of housing types, including deed-restricted housing*

Complies. Staff finds that by providing a mixture of housing types including 13 detached single family units, 20 attached single family units (townhomes) and 135 attached single family units (condominiums) or apartments within 5 buildings this policy has been met.

*Policy 4.3.a: Preserve and enhance stable areas*

Not applicable as this site is not located within a stable area.

*Policy 4.3.b: Create and develop transitional areas*

Complies. Staff finds that the proposed development is in line with the vision for this transitional area by creating a high density, multi-family development, mixed with market and deed restricted units. Development and investment is highly desired for this area, thus the proposal significantly meets Policy Objective 4.3.b.

*Policy 4.4.d: Enhance natural features in the built environment*

Complies. Staff finds that the wetland mitigation and restoration proposed with this development will significantly improve the natural features on the site.

**Common Value 3: Quality of Life**

*Policy 5.2.d: Encourage deed-restricted rental units*

Complies. The proposed project will provide 27 deed restricted affordable housing units and 45 deed restricted workforce units.

*Policy 5.3.b: Preserve existing workforce housing stock*

Not applicable.

*Policy 7.1.c: Increase the capacity for use of alternative transportation modes*

Complies. Staff finds that the proposed project does increase the capacity for use of alternative transportation modes as the site is located in a central location along the bus line and in close proximity to proposed and existing alternative transportation infrastructure. Similarly, the site is also within biking and walking distance from the Downtown Core and other amenities.

2. *The proposed project achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO).*

Complies. Staff finds that the proposed Environmental Analysis meets all standards and objectives of the Natural Resource Overlay (NRO).

3. *The proposed project does not have a have a significant impact on public facilities and services, including transportation, portable water and wastewater facilities, parks, schools, police, fire, and EMS facilities.*

Complies. As conditioned, staff finds that the proposed project will not have significant impacts on public facilities and infrastructure.

4. *The proposed project complies with all relevant standards of these LDRs and other Town Ordinances as can be determined by the level of detail of a sketch plan.*

Complies. Staff finds that the application meets the base standards of the PUD section as well as all required standards of the LDRs.

5. *The proposed project is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*

Not applicable.

**Item B:** Pursuant to Section 8.7.3.D Planned Unit Development (PUD) of the Land Development Regulations, the following findings shall be made for the approval of a Planned Unit Development:

1. *The proposed PUD enhances the implementation of the desired future character for the land of the proposal beyond what could be achieved by base zoning.*

Complies. Staff finds that the proposed PUD is able to achieve the desired future character for this site as well as, if not better than, the base zoning. The desired future character envisions development of a variety residential types, of which detached and attached single-family units may serve as workforce housing. The PUD tool allows for flexibility in development such as setbacks and allowed stories, in addition to allowing a higher Floor Area Ratio compared to the base zoning. Allowing a PUD will maximize this site's full development potential for both attached single-family and deed restricted housing as workforce housing.

2. *The findings for a PUD option found in Article 4 must be made.*

Complies. Please see **Item C** below for Article 4 findings.

3. *The findings for the amendment of an existing PUD or other special project found in Section 8.2.13.D must be made.*

Not applicable.

4. *The findings for Section 8.7.1.C LDR Text Amendment must be made.*

Complies. Please see **Item D** below for Section 8.7.1.C. findings.

5. *The findings for Section 8.7.2.C Zoning Map Amendment must be made.*

Complies. Please see **Item E** below for Section 8.7.2.C. findings.

**Item C:** Pursuant to Section 8.7.3.D Planned Unit Development (PUD) of the Land Development Regulations, the findings for a PUD option found in Article 4 must be made, specifically Section 4.4.2.E.2:

1. *The proposed project substantially achieves the stated purposes (as applicable) of Section 4.4.2.A Purpose and Intent, and that it is an appropriate and legitimate application of the PUD-ToJ process.*

Complies, as conditioned. Staff finds that the proposed project substantially complies with the described purposes of the Planned Unit Development option. As discussed above in the staff report, staff finds that the proposed application is suitable for the proposed location and is compatible with the surrounding land uses subject to the conditions of approval placed on the application. Furthermore, staff finds that the proposed project is of an efficient design and promotes workforce and affordable housing.

2. *The proposed project is in substantial conformance with all applicable standards and criteria of Division 4.4 Planned Unit Development Zones.*

Complies. As stated above in the analysis, staff finds that the application complies with the criteria set forth by the Land Development Regulations for a Planned Unit Development, subject to the conditions of approval placed on the application. Staff also finds that the applicant has proposed a project that not only encourages efficiency and quality of design, but workforce housing, as well.

3. *The proposed project substantially meets the character objectives of preservation or enhancement of the zoning district and neighborhood in which it is located. Projects which are found to be out of scale and character with their surroundings will not be approved.*

Complies. Staff finds that the proposed development enhances the existing site and is consistent with the scale of the surrounding neighborhood and the desired future character.

4. *The streets and intersections serving the project will not be reduced to unacceptable levels of service, not will the safety of motorists, pedestrians, and cyclists be jeopardized.*

Complies. Staff finds that the proposed application will not reduce the level of service on adjacent roadways to an unacceptable level and that the safety of motorists, pedestrians and cyclists will not be jeopardized in any way by the proposed application. The applicant's traffic impact analysis supports this conclusion.

5. *The density and distribution of population resulting from the project will not overburden schools, parks, utilities, or other public services.*

Complies. Staff finds that the proposed population will not pose significant impact to school and park facilities. The project will not overburden utilities or public services, as development will be connected to existing facilities and will be in close proximity to existing services.

6. *All adverse impacts associated with the proposed project are effectively mitigated to the extent possible.*

Complies. Staff has not identified any adverse impacts associated with this development.

**Item D:** Pursuant to Section 8.7.3.D Planned Unit Development (PUD) of the Land Development Regulations, the findings for a LDR Text Amendment found in Section 8.7.1.C must be made:

1. *The proposed project is consistent with the purposes and organization of the LDRs.*

Complies, as conditioned, staff finds the proposed project to be consistent with the purpose and intent of the LDRs, specifically the UR zoning district. The purpose of the UR zone is to provide for high density residential areas and promote affordable housing types within a pedestrian-oriented environment. In addition, the applicant will be supplying both market housing along with deed-restricted units which is an overall community need. The proposal also meets all physical development limitations such as setbacks, FAR, LSR, etc.

2. *The proposed project improves the consistency of the LDRs with other provisions of the LDRs.*

Complies, as conditioned, staff finds the proposed project improves consistency with the LDRs as it meets all applicable provisions laid out in the LDRs for a Planned Unit Development and development within the UR zoning district. In addition, the replacement of an existing underdeveloped site for a new high quality development will provide more consistency within the zoning district.

3. *The proposed project provides flexibility for landowners within standards that clearly define desired character.*

Complies. Staff finds that the proposed project provides flexibility that does not undermine the defined future character of this area. This close proximity to the Town core allows owners flexibility to use multiple modes of transportation and are not limited to single vehicle trips. The addition of a residential project in this location will add life to an otherwise underdeveloped site.

4. *The proposed project is necessary to address changing conditions, public necessity, and/or state or federal legislation.*

Complies. Staff finds that the proposed project is necessary to address the housing conditions within the Town of Jackson by providing 168 new units, 72 of which will be deed-restricted.

5. *The proposed project improves implementation of the Comprehensive Plan.*

Complies. Staff finds the proposed project improve implementation of the Comprehensive Plan by providing a development that is consistent with the purpose and intent for Subarea 3.2. Core Residential. See the above **Item A**, finding #1.

6. *The proposed project is consistent with other adopted Town Ordinances.*

Complies. Staff finds that the proposed project is consistent with all other Town Ordinances.

**Item E:** Pursuant to Section 8.7.3.D Planned Unit Development (PUD) of the Land Development Regulations, the findings for a Zoning Map Amendment found in Section 8.7.2.C must be made:

1. *The proposed project is consistent with the purposes and organization of the LDRs.*

Complies as conditioned, staff finds the proposed project to be consistent with the purpose and intent of the LDRs, specifically the UR zoning district. The purpose of the UR zone is to provide for high density residential areas and promote affordable housing types within a pedestrian-oriented environment. In addition, the applicant will be supplying both market housing along with deed-restricted units which is an overall community need. The proposal also meets all physical development limitations such as setbacks, FAR, LSR, etc.

2. *The proposed project improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan.*

Complies. Staff finds that the proposed project improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan on all aspects. See **Item A**, Finding #1.

3. *The proposed project is necessary to address changing conditions or a public necessity.*

Complies. Staff finds that the proposed project is necessary to address the housing conditions within the Town of Jackson by providing 168 new units, 72 of which will be deed-restricted.

4. *The proposed project is consistent with other adopted Town Ordinances.*

Complies. Staff finds that the proposed project is consistent with all other Town Ordinances.

## [STAKEHOLDER ANALYSIS](#)

The stakeholders identified include the applicant, the community and the Town of Jackson. This project has the potential to help achieve one of our community's highest priorities which is deed restricted housing units.

### ATTACHMENTS

Department Reviews  
Applicant Submittal

### FISCAL IMPACT

Not determined at this time. Staff will provide the cost to the Town for all necessary infrastructure improvements as part of the Development Agreement consideration to be held at a later date.

### STAFF IMPACT

Public Works staff impact for any of the options having Town responsibility for installation of off-site improvements in the timeframe proposed would be significant. Additional staff time will be required by the Town Attorney, Planning and Engineering for creation of a Development Agreement. Significant staff time will be required for the review and inspection of all private, and public infrastructure associated with the development.

### LEGAL REVIEW

Complete

### RECOMMENDATIONS/ CONDITIONS OF APPROVAL

**Item A:** The Planning Director and Planning Commission recommend **approval** of Sketch Plan P16-079, including amendments dated October 11, 2016, subject to the departmental reviews and 7 conditions of approval recommended below:

1. The applicant shall prepare a Final Mitigation Plan providing comprehensive mitigation methodology for the on-site mitigation of wetland impacts, with an estimate for the cost of wetland mitigation implementation for review, approval and inclusion in the required Development Agreement prior to any development on the site.
2. The applicant shall be required to address all staff comments related to the final Mercell Avenue extension design as part of the first Development Plan for any portion of the site.
3. The applicant shall revise the proposed site plan to include an emergency vehicle only access point to south of the area of the future King Street connector prior to 1st reading of the PUD ordinance.
4. The applicant shall revise the proposed internal streets to including 2 or 3 curb extensions to delineate parking areas, provide no striping on any of the streets, adjust the proposed curb radius to 10' or less and provide internal pedestrian crossings with raised crossings (tabletops 3-4" above street grade) and/or using different coloring and/or texture to delineate these areas prior to 1st reading of the PUD ordinance.
5. The applicant shall enter into a Development Agreement with the Town prior to any development permits being issued for the site that identifies the ownership (public or private) of all on and off site infrastructure, who would be responsible for completing infrastructure improvements (Town or applicant), the timeline for all improvements, who would be responsible for paying for improvements

(Town, applicant or cost share), and a timeline and associated bonding for all required improvements, etc. generally described as follows:

- Onsite Improvements: The Town would take over ownership of the on-site sewer and water infrastructure upon inspection by the Town. All roadways, sidewalks, pathways, storm water, wetlands, and other utilities will remain the responsibility of the developer and ultimately the Home Owners Association (HOA). All utilities will be installed 100% at the applicant's expense, with no contribution from the Town. The Town shall determine whether an onsite sewer lift station is necessary and acceptable to the Town prior to execution of the Agreement.
  - Mercill Avenue Extension: The Town would take over ownership of all infrastructure (water, sewer, storm sewer, curb gutter and roadway surface, pathway, etc.) upon inspection by the Town. In addition, the Town agrees to cost sharing/reimbursement for all infrastructure above and beyond that required by the Hidden Hollow Development and improvements above and beyond the 40' of future right of way. Reimbursement could be by the Town upon completion of the work or from future property owners as they request connection and use of the shared Town infrastructure.
  - Off-site Water: The Town would take over ownership of a new water main with Rosencrans upon inspection by the Town. The applicant is not requesting the Town cost share/reimbursement for this water main. The Town would be responsible for securing a special use permit or other instrument from the Forest Service for installation, and maintenance of the water main.
  - Off-site Sewer: The Town would be responsible for any off-site sewer improvements deemed necessary.
  - Phasing Plan: As described in the PUD-Master Plan, with the exception that no work shall commence on the site until final approval of all planning applications is granted by the Town and the applicant and Town have executed a Development Agreement for the development.
6. The applicant shall provide as part of all Development Plan applications for Areas B and C a detailed landscape plan describing the proposed improvements and function of all identified outdoor/recreational areas to address the outdoor amenity needs of residents of the site.
7. The applicant shall provide public access for pedestrians and cyclists through the site as part of the first Final Plat or sooner if deemed necessary by the Planning Director.

**Item B:** The Planning Director and Planning Commission recommend **approval** of a Planned Unit Development, P16-080, dated October 12, 2016 subject to the departmental reviews and the 9 Master Plan amendments recommended by staff below.

1. Prior to 1st reading of the PUD ordinance the applicant shall revise the Master Plan to make all clarifying edits recommended by staff and any edits needed to implement conditions of approval of the Sketch Plan and PUD.
2. Prior to 1st reading of the PUD ordinance the applicant shall amend Section 1.4.A of the Master Plan to clarify the intent of the Master Plan regarding "previewed" standards from an LDR Section.
3. Prior to 1st reading of the PUD ordinance the applicant shall revise the Master Plan to specify the documents that must be provided in order for the Master Plan to be considered amended.
4. Prior to 1st reading of the PUD ordinance the applicant shall delete the definition of dwelling unit from the Master Plan.

5. Prior to 1st reading of the PUD ordinance the applicant shall complete Section 2.1.A of the Master Plan by allocating dimensional limitation allowances and requirements to Areas B, C, and D consistent with the Sketch Plan and Overall PUD approval.
6. Prior to 1st reading of the PUD ordinance the applicant shall revise the Master Plan to require all Area B development to complete a Development Plan.
7. Prior to 1st reading of the PUD ordinance the applicant shall revise the Master Plan to include a maximum scale of use for Local Convenience Commercial of 2,000 sf, excluding basement.
8. Prior to 1st reading of the PUD ordinance the applicant shall revise the Master Plan to clarify the applicable amendment process for adjusting the maximum sales price of an affordable housing unit.
9. Prior to 1st reading of the PUD ordinance all attachments shall be included with the Master Plan upon review and approval by staff.

### SUGGESTED MOTIONS

**Item A:** Based upon the findings for a Sketch Plan as presented in the staff report and by the applicant related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Compliance with LDRs & Town Ordinances; 5) Conformance with past permits & approvals, I move to approve Sketch Plan P16-079, including amendments dated October 11, 2016, subject to the departmental reviews and 7 conditions of approval recommended by staff.

**Item B:** Based upon the findings for a Planned Unit Development as presented in the staff report and by the applicant related to 1) Enhances future desire character; 2) PUD Option findings in Article 4; 3) Amendment to PUD findings in Section 8.2.12.D; 4) LDR Text Amendment finding in Section 8.7.1.C; 5) Zoning Map Amendment findings in Section 8.7.2.C, I move to approve Planned Unit Development P16-080, dated October 12, 2016 subject to the departmental reviews and the 9 Master Plan amendments recommended by staff, and direct staff to prepare the required ordinances for 1<sup>st</sup> reading.

Synopsis for PowerPoint (120 words max):

Purpose:

Background:

Fiscal Impact:

**Town of Jackson  
Project Plan Review History**

<b>Project Number</b>	P16-079	<b>Applied</b>	7/13/2016	JC
<b>Project Name</b>	60 Rosencrans Hidden Hollow	<b>Approved</b>		
<b>Type</b>	PLANNED UNIT DEVELOP	<b>Closed</b>		
<b>Subtype</b>	PUD	<b>Expired</b>		
<b>Status</b>	STAFF REVIEW	<b>Status</b>		

<b>Applicant</b> Jorgensen Associates, P.C.	<b>Owner</b>	HANSEN & HANSEN, LLP
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<b>Site Address</b> 60 Rosencrans	<b>City</b>	<b>State</b>	<b>Zip</b>
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<b>Subdivision</b>	<b>Parcel No</b>	<b>General Plan</b>
	22411627300032	

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact Notes					
Building Steve Haines	APPROVED W/CONDITI	7/13/2016	8/1/2016	7/26/2016	

Project has not been reviewed for compliance with the Building and/or Fire Codes adopted by the Town of Jackson. Approval of documents for planning department application does not indicate compliance with the applicable local codes and ordinances or State Law.

Contact the Building Official for additional information as needed.

Steve Haines  
Building Official  
Jackson, Wyoming

Fire None	APPROVED W/CONDITI	7/13/2016	8/1/2016	7/29/2016	
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Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	

MEMO  
FIRE REVIEW

TO: Tyler Sinclair, Planning Director

FROM: Kathy Clay, Fire Marshal

DATE: July 28, 2016

SUBJECT: Planned Unit Development & Sketch Plan  
60 Rosencrans  
P16-079, 080

This office has received the request for a development plan at the above location. Current adopted edition of the International Fire Code at the time of permit shall be applicable. Comments include:

1. Fire apparatus access shall be provided. (IFC 503.1.1)
2. Fire flow requirements shall meet Appendix B of the International Fire Code.
3. As determined by the Town of Jackson Building Official, buildings will have the appropriate automatic fire sprinkler system in accordance with NFPA 13 (IFC 903.2.7), if required.
4. A horn/strobe shall be installed above the fire department connection. (IFC 912.2.2.1)
5. Water main line shall be installed in accordance to NFPA 13 and NFPA 24 to provide for proper clearances, seismic requirements, flushing and hydrotesting. (IFC 901.4.1)
6. A Knox Box shall be installed in an approved location at each structure having a fire sprinkler system. (IFC 506.1)
7. Visible address numbers, a minimum of 4 inches in height and 0.5 inch stroke width, shall be installed on all structures. (IFC 505.1)
8. Building shall have a complete alarm system per NFPA 72.
9. Interior finishes shall meet fire code requirements. (IFC Chapter 8)
10. Means of egress shall meet fire code requirements. (IFC Chapter 10)
11. The means of egress, including exit discharge, shall be illuminated at all times building space served by means of egress is occupied. (IFC 1006.1)
12. Any hazardous material storage shall meet fire code requirement. (IFC Chapter 27)
13. Should any fuel-fired appliances be installed, requirements for carbon monoxide detection shall be followed. (IFC 908.7)

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Legal	APPROVED	7/13/2016	8/1/2016	8/8/2016
A Cohen-Davis				

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Parks and Rec		7/13/2016	8/1/2016	
None				
(9/16/2016 4:07 PM TV)				
none at this time				

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Pathways	APPROVED W/CONDITI	7/13/2016	8/1/2016	10/13/2016
Brian Schilling				

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
<b>Contact</b> <b>Notes</b> (9/16/2016 4:07 PM TV) none at this time  Hidden Hollow PUD Sketch Plan October 10, 2016 Comments from Pathways <ul style="list-style-type: none"> <li>• Mercill extension               <ul style="list-style-type: none"> <li>o USFS should help out here a little bit. I think the current proposed plan is not totally acceptable and that we can do better.</li> <li>o There should be buffers of at least 6' between the sidewalk/pathway and the travel lanes. The 6' dimension can be reduced somewhat in areas that don't have trees, but it needs to be at least a few feet anywhere the sidewalk is adjacent to a travel lane.</li> <li>? There's 8' of greenspace outside of the 5' sidewalk...divvy up this space to put 6' between the travel lane and pathway and add 2' to the 4' planting strip between the travel lane and sidewalk.</li> <li>o A 5' sidewalk directly adjacent to a travel lane is unacceptable. Again, buffers between sidewalks and travel lanes—absolutely necessary the entire length of the corridor.</li> <li>o West end of the street:                   <ul style="list-style-type: none"> <li>? Why do we need three travel lanes? Are volumes really that high? If they are, then we need to do a lot better for bikes and peds because otherwise the corridor will be very unsafe for people. If three lanes are needed, the USFS is going to have to step up and help.</li> <li>? Shorten up the left-turn lane transition area. This is a 25-mph street, not a 55-mph highway.</li> <li>? There's essentially 4 lanes on the east side of the intersection with the current access to the USFS parking lot. This should be cleaned up somehow—maybe eliminate the curb cut on Cache and make the entry off of the Mercill extension. Or extend the Cache sidewalk south so that there's a curb ramp for the driveway, not just more roadway. Or utilize the existing USFS access as the right turn lane off of Mercill and shift the whole section north. In any event, the current design is confusing for all users and very unfriendly for bikes/peds.</li> </ul> </li> <li>o The BMX dude popping a wheelie has to go. Get a picture of a family pushing a stroller and a kid riding a bike with training wheels.</li> </ul> </li> <li>• Internal streets               <ul style="list-style-type: none"> <li>o These streets should feel like they are very low speed—25mph should be max, preferably more like 15mph should feel comfortable.</li> <li>o Across from the market units, put in a few (2 or 3) curb extensions intermittently to delineate parking areas and narrow the effective width of the street. Otherwise, if it's not heavily parked, the street will feel too wide and will result in faster driving speeds.</li> <li>o Recommend not striping any of the streets (not sure if the marking on the landscape plans are intended striping or just indications that they are two-way streets).</li> <li>o Curb radius looks quite wide on many of the internal intersections—make these 10' or less for low-speed design.</li> </ul> </li> <li>• Internal pedestrian crossings               <ul style="list-style-type: none"> <li>o Ideally raised crossings (tabletops 3-4" above street grade).</li> <li>o Different coloring and/or texture also help.</li> <li>o The location of the King Street extension crosswalk ends up being a little awkward – looks like it would be hard to make a ped ramp work in the proposed configuration. Pushing the intersection east would help, maybe lining up with the garage entry driveway.</li> </ul> </li> <li>• Internal pathways and sidewalks               <ul style="list-style-type: none"> <li>o Alignment looks great. Nice work.</li> </ul> </li> </ul>	APPROVED W/CONDITIONS	7/13/2016	8/1/2016	9/16/2016	
Planning Tyler Sinclair (9/16/2016 4:02 PM TV) See staff report					
Police None No concerns. I like the open plan that allows for patrol cars to cover the lots without moving to back up. Good layout from our perspective. Todd Smith	APPROVED	7/13/2016	8/1/2016	8/2/2016	
Public Works Shawn OMalley (9/16/2016 4:07 PM TV) comments will be provided at the meeting		7/13/2016	8/1/2016		

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
<b>Contact</b> <b>Notes</b> START Janice Sowder (9/16/2016 4:07 PM TV) none at this time		7/13/2016	8/1/2016		
.....					
TC Housing Authority None	APPROVED W/CONDITI	7/13/2016	8/1/2016	9/16/2016	

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
MEMORANDUM					

To: Tyler Sinclair  
 Planning Director, Town of Jackson Planning and Building

From: Stacy Stoker  
 Housing Manager, Teton County Housing Authority

Re: Hidden Hollow PUD  
 Affordable Housing Standards – Master Plan

Date: 9/16/16

The applicant is requesting approval of a PUD Master Plan for 168 residential units located at 60 Rosencrans. Jackson/Teton County Affordable Housing Department (Housing Dept.) staff’s review is based on Part 2 and Appendix S of the Jackson/Teton County Affordable Housing Guidelines / Rules and Regulations.

**JACKSON/TETON COUNTY HOUSING GUIDELINES / RULES AND REGULATIONS REVIEW  
 (PART 2/APPENDIX S)**

**HOUSING MASTER PLAN:** The applicant is proposing providing 45 Employment Based restricted units, These will mitigate for the floor area created by the 48 foot height of the buildings. The applicant has indicated that there will be no price restriction on the units, but they plan to price them between Category 5 and 6. Employment Based restrictions do have a price restriction on them. The type of restriction used should be a “Workforce” housing restriction. This would require the occupants to be employed full-time in Teton County with no income or asset limits (except no ownership of residential real estate) and no price restriction or appreciation restriction.

The applicant is proposing to put all of the restricted units in one place. It would be desirable and help the neighborhood to function better if the units were dispersed throughout the development. This eliminates a stigma or perception on the affordable units.

The Master Plan mentions the Housing Authority several times. The Housing Authority will not be associated with the development. Rather all marketing, facilitation, and enforcement of restrictions will be administered by the Jackson/Teton County Affordable Housing Department.

The applicant has indicated that the Workforce housing units will be marketed and sold by the applicant. This is consistent with the Workforce housing restriction, however, the Housing Department will need to be involved to the extent of qualifying the buyer and/or the occupants of the unit depending on whether it is an ownership unit or a rental unit.

The applicant has done a thorough job of calculating the pricing on the units, however, the Median Family Income (MFI) numbers do not match the numbers from HUD. These should be corrected in the Master Plan. The Housing Department Income Chart calculates the numbers according to HUD’s formula as follows (example uses 2016 MFI):

2016 MFI for Teton County family of four (Category 2):	\$85,800
Category 1 is 80% of MFI:	\$68,640
Category 3 is 120% of MFI:	\$102,960
A 1-person family is 70% of a 4-person family:	\$60,060 (example is Cat 2 or MFI)
A 2-person family is 80% of a 4-person family:	\$68,640
A 3-person family is 90% of a 4-person family:	\$77,220
A 5-person family is 108% of a 4-person family:	\$92,664

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					

For each person that is added to family size an addition 8% is added to the income limit. This is the same calculation for all categories.

The Housing Department is happy to answer any questions about these calculations that the applicant may have.

The Maximum Sales prices provided by the Housing Department are based on a formula that has been formally adopted. The middle of the income range is used and is calculated by subtracting half of the percentage increase for each category starting with 10% for Category 1 from the income limit. This helps ensure that households in the category that earn less than the income limit are still able to afford the home.

The Maximum Sales Prices are calculated using the following assumptions:

- 7.5% mortgage interest rate
- 5% down payment
- 5% for HOA, taxes, insurance (part of housing cost)
- 25% Principal and Interest (part of housing cost)

All developers are required to use the Maximum Sales Prices as calculated by the Housing Department. It has never been allowed for developers to deviate from these calculations, even in a PUD.

The Maximum Resale Prices assume that HOA dues will not be more than \$100 per month, and indicates that the price of the home may need to be decreased if the HOA dues are more than \$100. HOA dues are a part of housing costs, which should not be more than 30% of a household's income. The applicant has proposed no adjustment to the sales price if the HOA dues are more than \$100. This goes against affordability. The household should not be paying more than 30% of their income for Mortgage Principal and Interest, taxes, insurance, and HOA dues.

The applicant mentions an instance where workforce units might be sold to the Town, County, Businesses, or 501c3 organizations. The Housing Department has spoken with the applicant and understands the intent of this language. However, for clarity into the future the Housing Department recommends that this language be written clearly explaining the intent.

Thank you for the opportunity to review this application. Please contact me with any questions.

October 11, 2016

Mr. Tyler Sinclair  
Town of Jackson Planning Dept.  
P.O. Box 1687  
150 E. Pearl Avenue.  
Jackson, WY 83001

-Delivered via Email-

**RE: Update to Sketch Plan for Planned Unit Development (PUD)-Hidden Hollow**

Dear Tyler,

Enclosed you will find the necessary materials to further update the Sketch Plan for Planned Unit Development (PUD) we are submitting on behalf of Hansen & Hansen, LLP.

The following items are attached:

1. Revised Housing Mitigation Plan - Updated 10/10/16
2. Final Wetland Mitigation Plan – 10/1/16
3. Proposed Site Plan – Updated 10/10/16
4. Pedestrian Circulation Diagram – Updated 10/10/16
5. Preliminary Road Cross-section – Updated 10/10/16
6. HOA Area Map – Updated 10/10/16
7. Hidden Hollow Traffic Impact Study Executive Summary– Dated 10/11/16

The revised Master Plan will be submitted under separate cover by HH Land Strategies prior to 12pm Wednesday, October 12, 2016. This version will contain all of your requested changes on Monday, October 10, 2016.

With regards to the conditions that are currently being carried forward as part of your staff report, we have the following feedback and requests:

- **Item A - Sketch Plan** – Some of details that are being requested are beyond the scope of a sketch plan and need further study in a final development plan submittal. At this point we have now provided enough materials to demonstrate that this project is attainable and complies with the LDRs, both herein, and in the updated Sketch Plan application on 9/2/16. We recommend that any further refinement of the details, such as landscape plans, final grading, parking plans, final Mercill Avenue cross-section, and pedestrian amenities associated with Mercill Avenue and King Street be conditioned to the Final Development Plan(FDP) for the Multi-family Units. This correlates to the phasing plan proposed. Notwithstanding the above the following is our assessment of these conditions:



## MEMORANDUM

**TO:** Josh Frappart, Associate Engineer, Town of Jackson

**FROM:** Thomas Kirsten, Jorgensen Associates 

**DATE:** 13 October 2016

**SUBJECT:** Sewer Flows from Hidden Hollow and Neighborhood

**CC:** Zane Powell, Conrad Bischoff; Brendan Schulte, Jorgensen Associates

**PROJECT NO.:** 16016.00

Work has been continuing on determining the effect of the additional wastewater flows from the proposed Hidden Hollow development. Instrumental in analyzing the effects is the TOJ Sewer Model developed this past summer and the use of measured flow values obtained recently. The actual flows provide relative confidence that what is being modeled reflects what is happening in the system.

Comparing the Peak flows from 2015/2016 as seen by the WWTP (adjusted to reflect actual measured flows in the collection network) to the Peak Flows plus the contribution from Hidden Hollow, no additional deficiencies in the piping network are detected. We suggest continued study of the sewer network in the spring to better understand infiltration and inflow and additional study of the areas identified as areas of concern to confirm modeling results.

Additional simulations were done to determine the effect of redevelopment of other adjacent developments on the wastewater collection network. Adding projected flows from a redeveloped Kudar Motel and the now vacant North Cache property, no additional deficiencies were detected. The additional flows from the Kudar and North Cache properties use only about 1% of the existing pipe capacity.

= = = =

The additional flows from Kudar were projected using the following methodology:

Kudar Lot Size	2.18 Ac.		
Marriot Lot Size	1.03 Ac.	Marriot WW Flows:	23,450 gpd (from project docs)
Kudar is 2.11 times Marriot		Kudar Projected WW Flows:	49,480 gpd

The additional flows from the North Cache property are from project files: 12,130 gpd

*#1 – The applicant shall prepare a Final Mitigation Plan providing comprehensive mitigation methodology for the on-site mitigation of wetland impacts, with an estimate for the cost of wetland mitigation implementation provided for review and approval prior to any development on the site.*

- The attached Final Mitigation Plan provides a budget for bonding purposes so that grading plan can be moved forward in parallel with the sketch plan approval.

*#2 - The applicant shall make all necessary changes to the proposed Mercill Street extension based upon the review of the applicant’s final traffic study.*

- The attached Pedestrian and Bicycling Connection Plan shows the general layout of travel and turn lanes for Mercill Avenue. We propose that the exact details with respect to the design and construction of Mercill Avenue and its pedestrian features be refined during FDP of the Multi-family Units.

*#3 – The applicant shall revise the proposed housing mitigation plan to require that the income restricted units be provided equally in all three income categories one, two and three and be distributed throughout the five proposed buildings as phasing allows.*

- This has been addressed in the updated Housing Mitigation Plan. Income restricted units are provided equally in all three income categories I, II, III, and are distributed throughout 4 of the 5 proposed buildings in Area C.

*#4 – The applicant shall revise the language regarding an instance where workforce units might be sold to the Town, County, Businesses, or 501c3 organizations to clarify the intent.*

- This has been addressed in the Master Plan revision.

*#5 –The applicant shall enter into a Development Agreement with the Town prior to any development permits being issued for the site that articulates whether all on and off site improvements are public or private, who is responsible to pay for all infrastructure improvements, timing of all said improvements, required bonding for all improvements, etc.*

- In progress with the Town Attorney.

*#6 – The applicant shall provide a revised phasing plan that clearly articulates the minimum requirements necessary to proceed with the proposed phases of development.*

- This has been addressed in the Master Plan revision.

**Additional Conditions from The Planning Commission for Item A:**

*#1 - The applicant shall be allowed to utilize the proposed market units to meet future affordable or employee housing requirements for other town and county developments. Use of said units shall be allowed for a period of 15 years from the first certificate of occupancy for any structures, and deed restrictions shall be for complete units. Individual housing mitigation plans proposing the use of these units shall be reviewed and approved on a case by case basis by Town Council.*

- This allowance is addressed in both the attached revised Housing Mitigation Plan as well as Section 2.D.3 of the Master Plan dated 9/11/16. Please refer to these documents for how we have addressed this condition.

*#2 - The applicant shall be required to provide a detached 10' multi-use pathway or other appropriate pedestrian facility along Mercill Avenue as part of Phase 1 of the development, either within the proposed right of way or within an easement on the Forest Service property.*

- See attached Rendering of a 50' wide cross section concept of Mercill Avenue by Hershberger Design. Applicant will further work with staff and Public Works to correctly define and design the cross section across Mercill within the 40' section that is included with this property and application.

*#3 - The applicant shall provide a detailed pedestrian circulation plan specifically addressing exterior connections from the site prior to Town Council review.*

- Updated Pedestrian and Bicycling Connection Plan prepared by Hershberger Design is provided.

*#4 - The applicant shall consider design considerations to encourage a variety of materials, colors, and architectural styles to address the bulk, scale and intensity of the proposed multi-family structures as part of each development plan submission.*

- This condition is addressed in Section 2.B.3 of the Master Plan.

- **Item B - Planned Unit Development** - The following is a list of the conditions, with a description of how the Master Plan has been revised following each condition.

*#1 - The intent statement shall state the site specific intent of the PUD detailing which of the general purposes are addressed in the PUD and how.*

- The Master Plan has been revised to address the purpose and intent of the HHPUD.

*#2 - Expiration shall be tied to certain infrastructure thresholds within a timeframe, once the infrastructure is in, the Master Plan will not expire. No extension may be requested. The projected phasing shall not be included in the Master Plan.*

- We have eliminated the provision for extension in the Master Plan. We have included in the Master Plan a description of infrastructure improvements that will be completed within a timeframe and included a statement that, once these identified infrastructure improvements are completed, the Master Plan will not expire. The Master Plan also includes a phasing plan. The purpose of this phasing plan is not to project when development will occur. Rather it describes how certain Town requirements, such as the provision of affordable housing and wetland mitigation will be completed in association with free market development.

*#3 - Master Plan references to the LDRs or Comprehensive Plan shall not be date specific, as the LDRs and Comprehensive Plan evolve so shall the referenced standard.*

- The Master Plan has been revised throughout to eliminate reference to a date specific LDR version and reference the LDRs as they may be amended from time to time.

*#4 - The list of amendments that are not major amendments should instead be a list of amendments that require a minor amendment.*

- The Master Plan has been revised to specifically list amendments that are considered minor and also lists amendments that are considered major. In addition, we have included an "Administrative Amendments" section addressing how the Developer will monitor and update the Town on the amount and type of Affordable Housing

that has been provided over time and what development entitlements have been developed over time. We have also included a description of submittal requirements for HHPUD amendment applications. Please refer to Master Plan Sections 1.3.B.1. and 1.3.B.3.

*#5 - Minor Amendments shall be processed pursuant to the process of a Development Option Plan Sec. 8.5.2 or some other fully established process.*

- The Master Plan has been revised to require that minor amendments will be processed under the procedures of a Development Option Plan.

*#6 - The findings for a minor amendment shall be based on the findings for an LDR Text Amendment (8.7.1.C).*

- The Master Plan has been revised to state that the findings for a LDR Text amendment shall be used for making a determination regarding minor amendments.

*#7 - An amendment to the Master Plan shall not take effect until the Master Plan has been updated.*

- The Master Plan has been revised to require that the Master Plan be amended before action on an approved amendment can take place. It also states that the Master Plan must be updated to reflect an approved amendment within one year of the amendment expires.

*#8 - Terms that are defined in the LDRs shall not be redefined in the Master Plan, if an alternate definition is needed, a unique term shall be used and defined.*

- Defined terms within the Master Plan that are the same as those of the LDRs have been deleted.

*#9 - The revised definition of height shall be deleted.*

- The revised definition of height has been deleted.

*#10 - The list of abbreviations used in the Master Plan shall include definition of the abbreviation.*

- We have eliminated the “Abbreviations” section of the Master Plan. Where abbreviations are used, they are defined in the body of the document.

*#11 - The setback definition in 2.B.1 shall be revised so that it is still applicable once any subdivision has occurred. Applicant shall provide a clear description of how Sub-area FAR and other dimensional limitations are to be allocated and calculated (e.g. How will staff review a building permit for an attached single-family home once Area B is platted).*

*Please see revisions to physical development standards.*

- We have addressed this condition by establishing specific maximum and minimum square footages for specific Areas of the HHPUD that will identify the allocation of dimensional limitations. We have also included in the Master Plan a requirement that the Developer monitor and report to the Town the amount of development that has occurred over time to address the concern in this condition about how development will be calculated

*#12 - The exterior lighting standards reference shall be those effective 9/21/16.*

- *The Master Plan has been revised to refer to lighting standards effective 9-21-16. Please see Master Plan Section 2.B.8.*

*#13 - The signage plan shall be approved by the Planning Director prior to attachment to the Master Plan.*

- *This condition has been addressed by eliminating the Signage Plan from the Master Plan attachments. A Signage Plan will be submitted for review and approval by the Town in association with, or separate from a Development Plan and will comply with LDR Signage standards.*

*#14 - A Development Option Plan shall not be required for physical development in Area C.*

- *The Master Plan has been revised to reflect this condition.*

*#15 - A Development Plan shall be required for physical development in Area B and C.*

- *This revision has not been made to the Master Plan. We agree that a Development Plan shall be required for physical development in Area C. However, we are asking Town Council to consider allowing that development in Area B be permitted as a Development Option Plan. A development plan shall only be required in Area B if the physical development proposed deviates, at the discretion of the planning director, from what has been approved in the sketch plan application.*

*#16 - The building permit threshold in Area D shall reference Building Code instead of LDRs.*

- *The Master Plan has been revised to address this condition.*

*#17 - The applicant shall use the Attached Single-Family and Apartment definitions from the LDRs to describe the allowed uses in Areas B and C.*

- *The Master Plan has been revised to address this condition.*

*#18 - Dorm and Group Homes shall be Conditional Uses.*

- *The Master Plan has been revised to address this condition.*

*#19 - Local Convenience Commercial shall be subject to standards similar to those adopted for the OR zone.*

- *The Master Plan has been revised to address this condition.*

*#20 - Daycare/Education shall be allowed as a Conditional Use in Area C rather than Home Daycare Center.*

- *The Master Plan has been revised to address this condition. In addition, this use has been relocated from the Accessory Uses category to the Institutional Uses category.*

*#21 - Temporary Shelter shall be a Basic Use.*

- *The Master Plan has been revised to address this condition.*

*#22 - The monitoring program for the affordable housing and employment-based housing requirements shall be the burden of the applicant via the minor amendment process as proposed. The Master Plan shall establish when a required unit is credited against the PUD total requirement, how many market bedrooms it enables, and how many of those market bedrooms have been built. Fee-in-lieu or bonding for units is not acceptable and shall be deleted from the Master Plan. The table shall be updated in the Master Plan as the project is built, and the table in the Master Plan shall be the definitive tally of affordable housing.*

- We have revised the Master Plan to address this condition. The Affordable Housing Monitoring Plan will be updated by the Developer as an “Administrative Amendment” to the Master Plan. Please refer to Master Plan Section 1.5.B.

*#23 - The required affordable housing shall house an equal distribution of people in category I, II, and III and be distributed throughout the 5 proposed building as phasing allows.*

- The Master Plan has been revised to address this condition. Please see the Affordable Housing Section. This has been addressed as part of the HHPUD Phasing Plan. Please see Master Plan Section 1.3.B.3.B. Please also see response to Item A, Condition #3

*#24 - The required category I, II, and III units shall be sold based on the standard price calculation pursuant to the direction in the Housing Action Plan that restrictions be standardized.*

- Please refer to the revisions to the Affordable Housing section.

*#25 - Section D.4.3 shall be completed prior to review by the Town Council*

- Section D.4.3 of the Master Plan has been completed. Please see section for language.

Please let me know if you have any questions or concerns.

Sincerely,

JORGENSEN ASSOCIATES, P.C.



Brendan Schulte  
Senior Planner

**HOUSING MITIGATION PLAN  
HIDDEN HOLLOW PLANNED UNIT DEVELOPMENT, TOWN OF JACKSON, WYOMING**

This Housing Mitigation Plan meets the standards of Article 7.4.2.G of the LDRs and ensures a reasonable supply of affordable housing to meet the needs of the community's citizens.

**Affordable Housing Required for Hidden Hollow PUD.**

The total projected population in the Hidden Hollow PUD (“HHPUD”) based on the type and number of units proposed for the HHPUD is 304.5 persons, which creates a requirement to house 61 persons in affordable housing units ( $304.5 \times .20 = 60.9$ ). The final number of persons required to be housed in affordable housing units is subject to change based upon the development permits approved for the townhome area, condominium area and single-family area.

At this time, there are 96 free-market units proposed for the HHPUD: 20 townhouse units in Area B; 13 single family dwelling units in Area A; and 63 condominium units in Area C.

Based upon the current proposed amount of free-market units, a total of 72 deed-restricted units are proposed for the HHPUD. Of those 72 units, 27 units will be income-based deed-restricted units consisting of twelve (7) one-bedroom units, nine (14) two-bedroom units and six (6) three-bedroom units. The 27 income-based deed restricted units will be allocated across Categories I, II, & III (as published annually by the Jackson/Teton County Housing Department (the “Housing Department”) as follows:

Description	Category			Totals
	1	2	3	
1 Bedroom	3	2	2	7
2 Bedroom	4	5	5	14
3 Bedroom	2	2	2	6
<i>Per Category</i>	9	9	9	27*
<i>People Housed</i>	20.25	20.75	20.75	61.75*
*Units/People for entire project				

Based upon the below calculations, the remaining 45 deed-restricted units will be workforce housing deed-restricted units that occupy the floor area allowed by 48 foot building height in Area C in accordance with Article 2.3.4.E.1 of the LDRs. The HHPUD includes the approval for the condominium unit buildings within Area C to incorporate 48 feet of height in the design to allow a single level parking garage below all buildings. At this time, the floor area created by the 48 feet height in the HHPUD design cannot be determined without final architectural plans. If we assume that each building will contain 27 total units and each floor will have 9 units, 45 workforce housing deed-restricted units would be required under Article 2.3.4.E.1 to mitigate for the floor area created by the 48 feet of height. Upon the approval of the final development plan for Area C, the required number of units will be refined as necessary and a minor amendment to this Housing Mitigation Plan will be filed with the Town of Jackson Planning Department.

**Workforce Housing Deed Restriction.**

Workforce housing units may be occupied by a qualified owner, or rented by the owner to a qualified occupant. The applicant will either sell the workforce housing units to end-users as owner-occupied workforce housing units or rental workforce housing units, and the decision between owner-occupied or rental will depend upon market needs and financing limitations on the mix of ownership and rental units. The deed restriction on a workforce housing owner-occupied unit will allow for the one time conversion to a workforce housing rental-unit. The deed restriction on all workforce housing units will require that at least one occupant of the unit maintain an average of 30 hours per week employment on an annual basis, or a minimum of 1,560 hours per year, from a local business. Further, the entire household must earn 75% of the entire household's income from a local business. A “local business” shall mean a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson or one that can provide other verification of business status in Teton County, Wyoming. No occupant of the unit may own or have an interest in (whether direct, indirect or beneficial) any other real estate (residential, commercial or otherwise) in Teton County, Wyoming. The intention of this restriction is to ensure that the unit is household's primary residence, and in that regard each occupant of the unit must physically reside in the unit at least ten months out of each year.

The foregoing described workforce housing deed-restricted units will not be subject to a sales price restriction. The deed restriction on the owner-occupied workforce housing units will include an appreciation cap of 2.5% per year of ownership compounded annually, which will limit the maximum resale price and maintain affordability of the units. The deed restriction on the rental workforce housing units will include an appreciation cap of 2% per year compounded annually, which will maintain affordability of the units.

If an end-user purchases a free market unit, the end-user may apply to the Town of Jackson or Teton County, as applicable, for a determination regarding whether such market unit(s) may be utilized for employee housing mitigation. Whether such market units may be approved for employee housing mitigation is ultimately at the discretion of the Town of Jackson and Teton County, as applicable, and if approved an employee housing deed restriction will be utilized for such unit. Market units shall only be considered for approval by the Town of Jackson for employee housing mitigation for an initial period of 15 years from the issuance of the first certificate of occupancy for the HHPUD unless the Town of Jackson extends such time period in its discretion.

**Location and Phasing.**

All affordable housing units and workforce housing units will be provided on-site, and it shall be the applicant’s responsibility to provide affordable housing and workforce housing in accordance with this Housing Mitigation Plan. Although the applicant will be responsible for ensuring that all affordable units described herein are developed, some of the actual construction and ultimate ownership of the units may be assumed by third parties. In that regard, if the applicant transfers any unimproved land in the HHPUD to a third party, the housing requirement related to the development of that portion of the HHPUD shall remain the responsibility of the applicant unless the housing requirement is expressly assigned to and assumed by such third party.

The affordable housing units and workforce housing units will be constructed within the condominium unit buildings in Area C. The applicant intends to incorporate the required affordable housing units and workforce housing units within the first and second floors of the condominium unit buildings located within Area C, but the applicant may incorporate such units within the third floor of certain buildings at its sole discretion. At this time, the applicant intends to construct a large portion of the affordable housing units and workforce housing units within the first phase of construction of buildings in Area C. Ultimately, the applicant will decide the exact number of affordable housing units and/or workforce housing units to be incorporated within each building as the construction plan progresses, and the units may not be spread evenly among the buildings.

As the free market portion of the project will be developed in phases in accordance with the Phasing Plan set forth in Section 1.3.B of this Master Plan, the affordable housing required by this Housing Mitigation Plan will also be developed in phases in accordance with such Phasing Plan. As indicated in the Phasing Plan, the applicant will complete all affordable housing units required by this Housing Mitigation Plan in Phase Two of the project.

**Minimum Sizes and Persons Housed per Unit.**

The minimum unit sizes and persons housed per affordable and workforce housing unit are shown below. All units will comply with or exceed all other applicable minimum standards of the Uniform Building Codes and other development codes adopted by the Town of Jackson.

Square Footage Requirements for Ownership Units and Persons Housed:

<i>Housing Unit Type</i>	<i>Min Sq.Ft (20% reduction is permitted)</i>	<i>Max Sq.Ft.</i>	<i>Persons Housed</i>
Studio/Dormitory	320 sf /400 sf	600 sf	1.25
One Bedroom	480 sf/600 sf	800 sf	1.75
Two Bedroom	680 sf/850 sf	1,100 sf	2.25
Three Bedroom	960 sf/1,200 sf	1,500 sf	3.75
Each Add’l Bedroom	120 sf/150 sf	250 sf	1

*Notes:*

1. These square footage requirements are for Habitable Floor Area – Affordable Housing Units, or interior living area (as defined in the Housing Department’s Guidelines). In addition to the square footage requirements listed in the above chart, the developer shall also provide:

- At least ten (10) square feet of enclosed habitable or non-habitable storage space per bedroom.
- Access to outdoor space, such as a deck, patio, or common green space within the development. The square footage of the outdoor space shall be at least two percent of the size of the unit.

2. Minimum square footage is the actual minimum square footage allowed to be constructed or otherwise provided under the provisions of the LDRs. Maximum square footage is the maximum amount of square footage which may be credited against the required square footage for a given unit type, regardless of the actual size of the unit provided. The applicant may incorporate reduced square footages for any affordable housing units and/or workforce housing units up to 20% (the lower number shown above in the chart), at the applicant's sole discretion, because the project will meet the following requirements:
- Above average natural light (more light than minimum borrowed light requirements) – exterior windows in every living space and bedroom;
  - Layout with maximized living space – no more than 15 percent of the living space can be stairways and hallways;
  - Location within the project – 100 percent above grade.

**Initial Sales; Role of Housing Department.**

The initial sales of the affordable housing units (not the workforce housing units) will be marketed and facilitated by the Housing Department. The applicant will market and facilitate the initial sales of all workforce housing units. The Housing Department will be responsible for confirming the qualification of purchasers or occupants of the workforce housing units. The selection of purchaser or occupants and the sales of the workforce units will be administered by the applicant and utilizing the applicant's form purchase and sale agreement, provided that the applicant shall afford the Housing Department a reasonable opportunity to review and comment on the form purchase and sale agreement to ensure compliance with the Housing Department's guidelines. The initial sales of all affordable housing units and workforce units will not be subject to a Housing Department facilitation fee.

**Maximum Sales Price Formula for this HHPUD.**

The "maximum sales price" formula for the HHPUD is shown below.

The methodology described below is in compliance with the Housing Department's guidelines as of the date of this Housing Mitigation Plan, and shall be used to establish the Maximum Sales Prices for the initial sales. If at any time in the future the Housing Department's guidelines are amended and the methodology described below is modified as a result, the applicant may elect to amend this Housing Mitigation Plan for the purpose of aligning the methodology described below with the Housing Department's amended guidelines. Furthermore, the MFI will adjust each year as such amounts are posted annually by the U.S. Department of Housing and Urban Development ("HUD"). When the MFI is adjusted in any given year, the sales price amounts will be adjusted to incorporate the new MFI amounts for such year.

A. *Median Family Income.* Each year, HUD releases Median Family Income ("MFI") figures for Teton County, Wyoming, and the Housing Department uses this data to determine Household Incomes for the affordable housing units based on Household Size.

B. *Household Size.* The Household Size for determining Maximum Sales Price is based on number of bedrooms in the affordable housing unit as set forth below: a one bedroom unit would equal a one person household, a two bedroom unit would equal a two person household and a three bedroom unit would equal a three person household.

C. *Income Category.* The maximum Household Income for the Category assigned to the affordable housing unit shall be calculated as follows utilizing the Median Family Income published by HUD each year:

- Category 1 – 80% of the MFI [Less 10% pursuant to H. below]
- Category 2 – 100% of the MFI [Less 10% pursuant to H. below]
- Category 3 – 120% of the MFI [Less 10% pursuant to H. below]

The Median Family Incomes for 2016 as published by HUD are as follows:

<i>Income Limit</i>	<i>1 person</i>	<i>2 person</i>	<i>3 person</i>	<i>4 person</i>
FY2016	60,060	68,640	77,220	85,800

D. *Interest Rate.* An interest rate of 7.5% shall be used to determine the Maximum Sales Price, based on the 8% average interest rate over the last twenty (20) years.

E. *Down Payment.* The Maximum Sales Price shall be calculated assuming a 5% down payment.

F. *Percentage of Income.* The national standard for household affordability is that a household does not pay more than 30% of its gross income toward housing costs. Therefore, monthly payments cannot exceed 30% of the Median Family Income for each Category.

G. *Reduction for Household Expenses.* Because housing costs include more than the mortgage payment, the percentage of income that can be spent on monthly payments will be reduced from 30% to 25% to account for HOA fees, property taxes and insurance.

H. *Ten Percent Reduction.* To ensure that households in the lower range of the income in any given category are still able to afford a home, the middle of the income range is used. The middle of the income range is calculated by subtracting half of the percentage increase from the income limit for each category, which is effectively 10% for Category I, Category II and Category III.

The formula does not include an additional 10% reduction for a lack of an individual garage because each unit will have covered and designated parking and the designation of a storage unit. This is consistent with policy implemented on other projects.

**Examples of Maximum Sales Price Calculations for 2 Bedroom Units utilizing the foregoing formula and parameters with 2016 MFI:**

Assumptions for determining affordability for households in each category's income range:

- Using the MFI established by HUD each year, less ten percent (10%) to account for range of incomes
- 2-bedroom unit equals 2-person household
- 5% down payment
- 30% of income towards housing costs (includes principal and interest)
- 5% of such 30% is for taxes, insurance and HOA dues
- 7.5% interest (20 year average to ensure affordability over time)

**Category 1** – 80% of Median Income for Teton County – Maximum amount for 2 person household to qualify = \$54,912-10%=49,420.80  
 \$49,420.80 x 25% = \$12,355.20  
 \$12,355.20/ 12 months = \$1,029.60 (monthly payment that is affordable to a 2 person family earning Category 1 income)

A home selling for \$155,001.00 with a 5% down payment at 7.5% interest has a mortgage payment of \$1,029.60 not including taxes, insurance, and HOA dues.

**Category 2** – 100% of Median Income for Teton County – Maximum amount for 2 person household to qualify = \$68,640-10%=\$61,776.00  
 \$61,776.00 x 25% = \$15,444.00  
 \$15,444 / 12 months = \$1,287.00 (monthly payment that is affordable to a 2 person family earning Category 2 income)

A home selling for \$193,751.25 with a 5% down payment at 7.5% interest has a mortgage payment of \$1,287/month not including taxes, insurance, and HOA dues.

**Category 3** – 120% of Median Income for Teton County – Maximum amount for 2 person household to qualify = \$82,368-10%=\$74,131.20  
 \$74,131.20 x 25% = \$18,532.80  
 \$18,532.80 / 12 months = \$1,544.40(monthly payment that is affordable to a 2 person family earning Category 3 income)

A home selling for \$232,501.50 with a 5% down payment at 7.5% interest has a mortgage payment of \$1,544.40/month not including taxes, insurance, and HOA dues.

<b>Hidden Hollow Affordable Housing Maximum Sales Prices</b>			
	Category I	Category II	Category III
1 Bedroom	\$133,518	\$166,898	\$200,274
2 Bedroom	\$155,001	\$193,751	\$232,502
3 Bedroom	\$171,666	\$214,583	\$257,498

\*This chart reflects 2016 income calculations and current Housing Department guidelines and is therefore subject to change in years beyond 2016.

**ILSA REQUIREMENTS:**

The Housing Department shall be obligated to utilize all Interstate Land Sales Act exemption provisions required by the applicant, in the applicant's sole discretion, in all purchase contracts for the initial sales of all affordable housing units and employment-based housing units. Additionally, the Housing Department shall cooperate and comply with all marketing requirements required by the applicant to comply with each of the applicable ILSA exemption requirements.



Tyler Sinclair, Planning Director  
Town of Jackson Planning & Building Department  
PO Box 1687  
Jackson, WY 83001

October 11, 2016

**Re: 60 Rosencrans Mitigation Details**

Dear Tyler,

The wetland mitigation plan for 60 Rosencrans involves the removal of all existing brush and plant materials, and re-grading the site to allow for wetland establishment. The estimated costs to complete the mitigation are provided here based on the current design, which will establish approximately 32,300 square feet of emergent wetlands.

Site Preparation (removal of shrubs and non-plant material): \$10,000

Trash Removal: \$4,000

Excavation and Grading: \$132,000

Seed and Rootstock Purchase and Installation: \$12,750

Temporary Fence Installation: \$1,500

Total Estimated Expense: \$160,250

If you have any questions or need any more information please contact me at 307-733-2999.

Sincerely,

Brenda Younkin

## Proposed Habitat Mitigation Plan

Hansen and Hansen, LLP is proposing to develop the parcel located at 60 Rosencrans, Jackson, WY. The 10-acre parcel has been heavily disturbed by human activity. Historic uses include livestock grazing, ranching and development of permanent and semi-permanent structures and corrals. Approximately 4.5 acres have been developed with roads, utility installations and concrete pads for semi-permanent housing structures. Damming, berming and other manipulation activities have occurred within the riparian zones for over fifty years. Historic dumping is evident in portions of the parcel with debris including large metal scraps and cement blocks. To the north and east, the site is bordered by the National Elk Refuge. A tall (>10ft) wildlife fence runs along the eastern extent of the property and excludes winter grazing by elk. A secondary barbed-wire fence runs from north to south within the parcel, set back approximately 80ft from the east boundary. Various horse and human-created trails run throughout the property. Many of the grasses are non-native agricultural species and a few cultivated shrubs are present. An aerial image of the current site is provided in Figure 1.



Figure 1. Existing site.

Hansen and Hansen is proposing extensive wetland improvements to the site in conjunction with a single/multi-family development. An Aquatic Resource Inventory (ARI) (2014) was completed in 2014. Additional groundwater monitoring occurred throughout the summer of 2016. This monitoring showed that three of the areas originally identified as wetlands were not wetlands based on ground water levels. The remaining wetlands are outlined in Figure 2. All wetlands have been heavily impacted by human use.

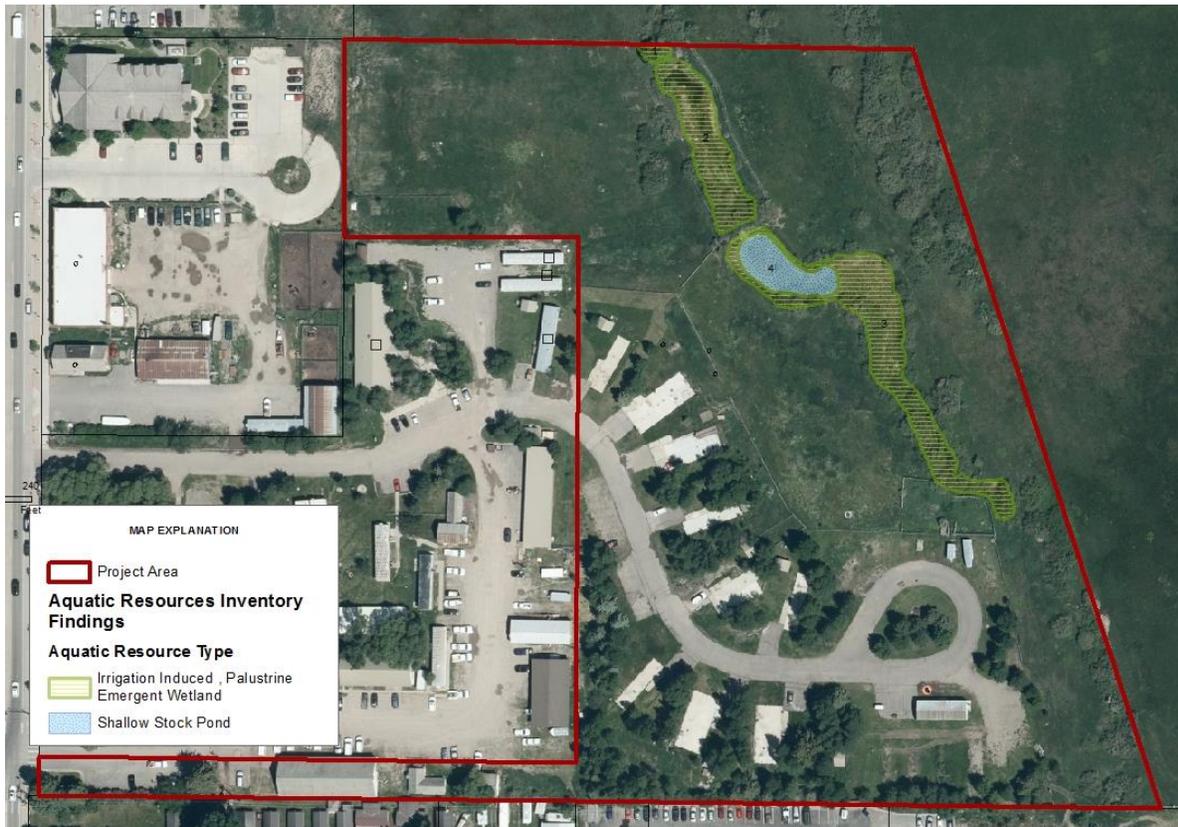


Figure 2. Surface water and wetlands.

Figure 2 provides numbered polygons to facilitate discussion. Polygons 1 & 2 are considered Palustrine Emergent wetlands and exist in the remnant Cache Creek channel and along the fringe of a freshwater pond. They make up a total of 0.12 acres of the total wetland area. The area surrounding these wetland sites have been substantially disturbed by agricultural activities that appears to have widened the remnant channel. Evidence of widening is supported by comparison of the channel width within the site to that directly downstream of the site on the NER, which has not experienced as heavy utilization or alteration. It is anticipated that these wetlands would be improved through weed control and native plantings. Polygon 1 would not be impacted in any way by construction. A portion of the south end of Polygon 2 (713 sf) will be filled for construction of the access road.

Polygon 3 is considered a Palustrine Scrub-Shrub wetland and exists in the remnant Cache Creek channel. The area surrounding this wetland has been disturbed by agricultural activities that appears to have widened the remnant channel form. The wetland is hydrologically supported by both ground discharge originating from a spring/seep as well as irrigation water from adjacent NER fields.

Polygon 4 is a Palustrine Unconsolidated Bottom wetland, or a freshwater pond and mitigation is not required for a portion of this area.

To facilitate residential development on the site, the wetlands identified in polygons 3 and 4 will be completely filled and mitigation will occur on site. As per the P15-026, Zoning Compliance Verification response, compensatory mitigation will be required on the site at a 2:1 basis for any development within degraded wetlands.

The following mitigation plan offers details on the compensatory mitigation proposed for impacts, as required, to the degraded wetlands associated with future development of the site and based off of the preferred, proposed alternative herein. A total of 16,131 square feet are required for mitigation based on the proposed development.

## **Mitigation – Goals & Objectives**

Wetland impacts in association with the proposed development will be mitigated on an area basis, on-site, by creating at least twice the area of wetlands as those impacted by the chosen action.

## **Mitigation –Target Conditions**

Wetland functions are inherent self-sustaining properties of a wetland ecosystem that exist in the absence of society, and relate to ecological significance without regard to subjective human values (Berglund & McEldowney, 2008). Wetland values are benefits that derive from either one or more functions and the physical characteristics associated with a wetland (Berglund & McEldowney, 2008).

All proposed wetland mitigation areas will be designed to be rated as Category II or better wetlands in terms of functionality, based off of Montana Department of Fish, Wildlife & Parks (MFWP) wetland evaluation method for highway projects in Montana (Berglund & McDowney, 2008). To achieve this, mitigated wetlands will target specifically high functional ratings for: general wildlife habitat, short and long term surface water storage, and production/export of food chain support. This functionality will be accomplished through the installation of a year-round water source to add hydrologic support the establishment of a multi-layer diverse vegetative community and elimination of all noxious weeds. The geothermal heat system can provide in excess of 1,500 gallons per minute of water (as needed) to support the wetlands. Additional water would be available in the spring in the form of snowmelt and runoff.

## Mitigation—Methods and Estimated Cost

On-site, in-kind mitigation is proposed for this project. Mitigation efforts will consist of the development of high quality emergent wetlands, with some scrub-shrub species, and the installation of a permanent water source to support for the wetland into perpetuity. Approximately 32,300 square feet of wetlands will be created.

For wetland establishment, approximately 8-12 inches of screened fine material and soil will be installed to provide a suitable growing medium for planted vegetation. Compost may be imported and mixed into the soil to add organic content and create soil that more closely mimics that found in existing wetlands in the vicinity. The finished grade of the mitigation wetlands will be designed to be saturated for most of the growing season to ensure adequate hydrologic support for planted wetland vegetation. Finished grades will have slight micro-topographic changes (less than 6 inches in elevation) scattered throughout to encourage the development of a mosaic of a diverse, herbaceous vegetation community in the understory. A shallow (12-inch) channel will run the length of the wetland to provide water for the entire mitigation area. At the north end of the property, a small retention pond will include a perforated pipe system to infiltrate water back to the water table.

The wetland planting effort will involve broadcast seeding with native plant species as described below:

Scientific name	Common Name	Percent Pure Live Seed
<i>Astragalus canadensis</i>	Canada Milkvetch	5
<i>Deschampsia caespitosa</i>	Tufted Hairgrass	30
<i>Carex nebrascensis</i>	Nebraska Sedge	30
<i>Carex utriculata</i>	Beaked Sedge	25
<i>Juncus balticus</i>	Baltic Rush	10

Shrub plantings will be incorporated into the final landscape plan.

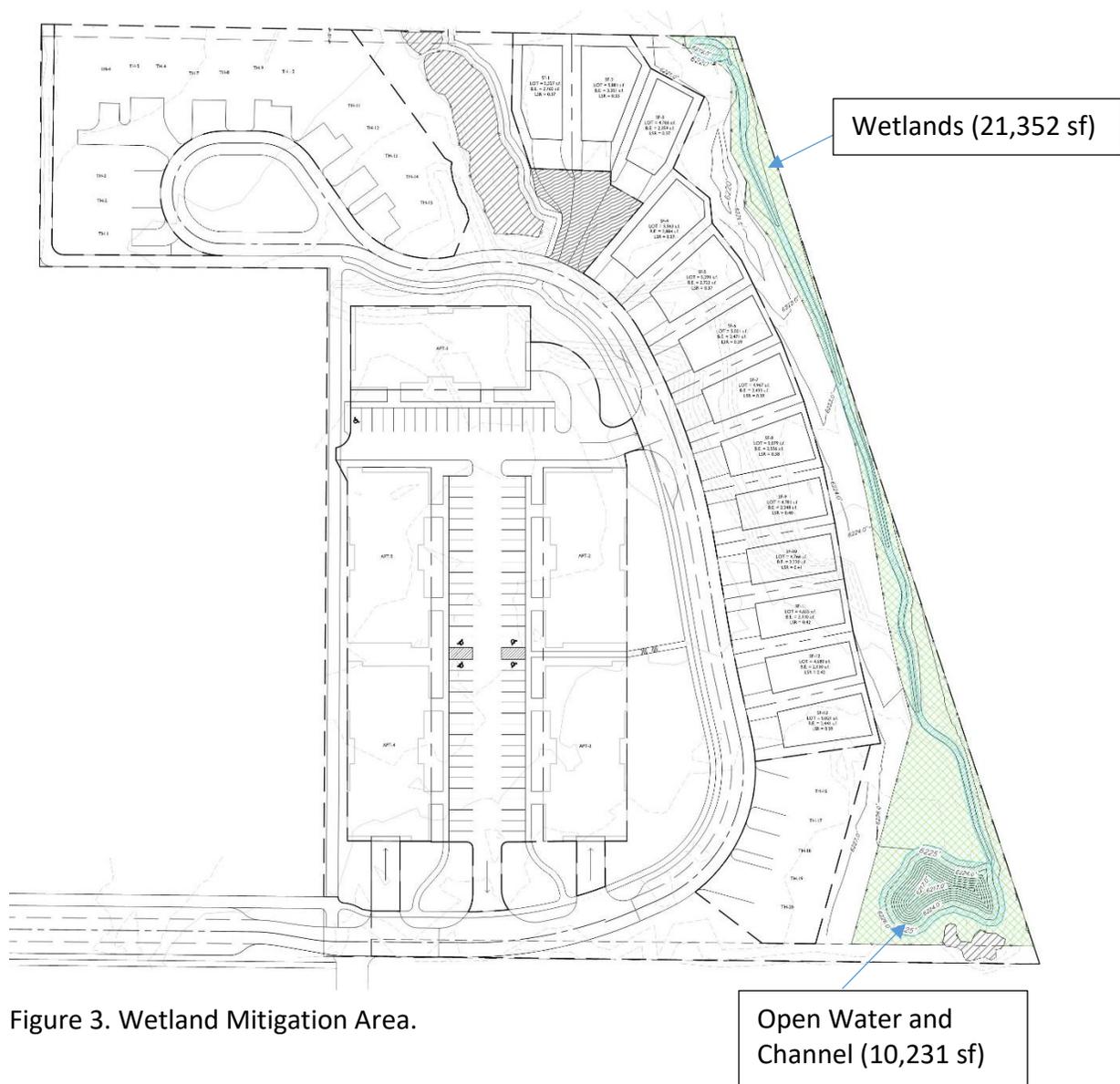


Figure 3. Wetland Mitigation Area.

The estimated cost for broadcast seeding on site will be estimated to be \$1,700 including seed and planting costs. The cost for shrub plantings will be included in the final landscape plan.

### Mitigation—Maintenance Plan

Temporary fencing around individual trees and shrubs or along the perimeter of the mitigation area will be constructed following plantings if needed to protect and assist in establishment of all mitigation plantings. If small containerized shrubs are utilized, these areas will be fenced with 6-foot high temporary fencing that is of sufficient strength to exclude ungulates from the mitigation areas for three (3) years or until all planted vegetation is fully established. Mitigation plantings will be monitored to determine if adaptive management is necessary.

## **Mitigation—Weed control plan**

Various non-native invasive species were identified on the properties and within the proposed wetland mitigation sites. Growth of noxious weeds are also to be expected as a result of conducting ground-disturbing activities and other mitigation-related activities. Hence, weed control will be contracted and performed for a period of three (3) years following enhancement plan completion.

## **Mitigation – Monitoring Plan**

Monitoring in combination with adaptive management (a systematic approach for improving resource management by evaluating existing conditions in relation to stated mitigation objectives and quickly implementing new techniques if an objective is not being met) provides a sound process for ensuring stated mitigation objectives are met and overall success of the Habitat Mitigation Plan.

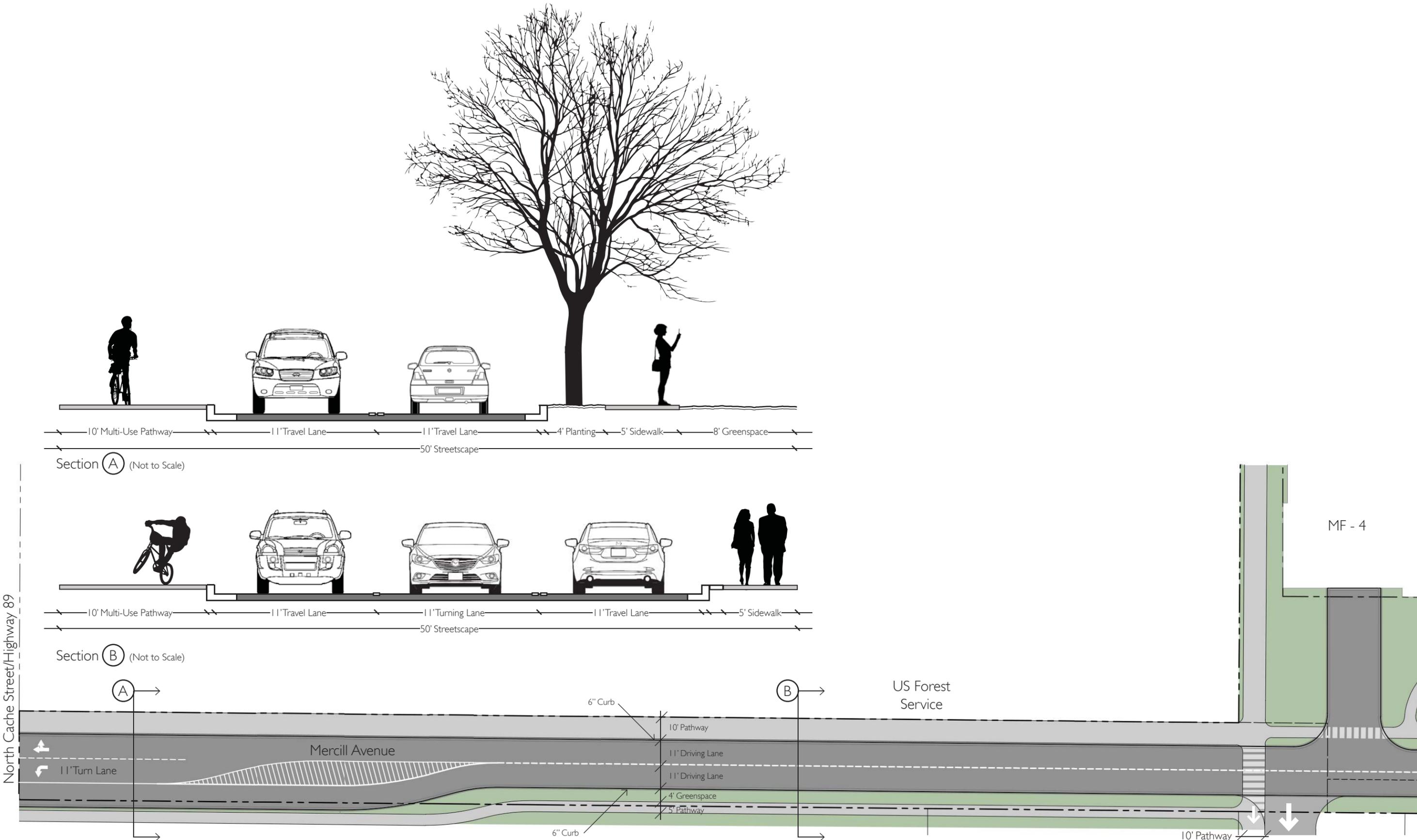
The project's monitoring plan is detailed in Table 1, which outlines duration of monitoring by element, associated monitoring responsibility, final target conditions, and the adaptive management strategy that will be followed if the target condition is not met within the assessment period.

Overall measurement of success will be based on the creation of 0.39 acres of emergent wetlands, and the establishment of 75% success of planted shrubs and trees across all mitigation areas.

Table 1. Monitoring plan for habitat enhancement and mitigation efforts.

<b>ITEM</b>	<b>DURATION</b>	<b>RESPONSIBLE PARTY</b>	<b>TARGET CONDITION</b>	<b>ADAPTIVE MANAGEMENT STRATEGY</b>
<b>WETLAND CREATION</b>	3 yrs; annual assessment during growing season	Y2 Consultants to assess	Hydrology and vegetation in newly created wetland areas will meet USACE defined wetland criteria	If hydrology is insufficient, manipulate as needed to achieve goals. If hydrophytic vegetation is insufficient, re-seed and/or plant additional shrubs/trees, add/repair enclosure fencing
<b>SHRUB/TREE PLANTINGS</b>	3 yrs; annual assessment during growing season	Y2 Consultants to assess	75% survival of planted shrubs/trees	Plant additional shrubs, add/manipulate hydrology, add/repair enclosure fencing
<b>NOXIOUS WEEDS</b>	3 yrs; annual assessment during growing season	Y2 Consultants to assess	Less than 10% of relative abundance of non-native invasive or noxious weeds	Herbicide application and/or hand removal

Annual monitoring reports will be prepared and submitted to the Town of Jackson by December, 31 of each monitoring year after establishment. At the end of the monitoring period, a final report will be produced and a final assessment of mitigation success will be made.



LEGEND

- A** SNOW STORAGE / DETENTION AREA
- B** EXISTING WETLANDS, PRESERVED
- C** PROPOSED WETLAND MITIGATION AREA
- D** 5' PEDESTRIAN SIDEWALK
- E** 5' PEDESTRIAN EXPLORATION TRAIL
- F** 15' OVERHEAD POWERLINE EASEMENT
- G** 60' ACCESS & UTILITY EASEMENT
- H** PROPOSED CONNECTION TO FUTURE ELK REFUGE TRAIL
- I** ENVIRONMENTAL LEARNING PLATFORM - CONNECT TO SCHOOL TRAILS
- J** POTENTIAL KING STREET CONNECTION
- K** FIRE ACCESS
- L** 10' MULTI-USE PATH
- M** PROPOSED CONNECTION POINT TO FUTURE PATHWAY SYSTEM
- N** PET WALKING AREA w/ MUTT-MITT STATION
- O** PEDESTRIAN CONNECTION - REQUIRES CURB-CUT, REMOVAL OF 2 PARKING, & CROSSWALK STRIPING
- P** PATHWAY CONNECTION - REQUIRES CURB-CUT & REMOVAL OF 2 PARKING
- SF SINGLE FAMILY UNIT
- TH TOWNHOUSE
- MF MULTI-FAMILY/CONDO

DEVELOPMENT SUMMARY

GROSS SITE AREA	9.46 AC
MINIMUM LSR	0.3 MIN
PROPOSED PLANT UNITS	176

PARKING SUMMARY

TOTAL PARKING	342	
ON-STREET PARKING	25	
MULTI-FAMILY/CONDO	TOWNHOUSE	SINGLE FAMILY UNIT
1 SPACE/1 BEDROOM	2 SPACES/UNIT	4 SPACES/UNIT
2 SPACES/2-3 BEDROOMS	1 SPACE IN GARAGE	2 SPACES IN GARAGE
0.25 SPACE/UNIT GUEST PARKING	1 SPACE IN DRIVEWAY	2 SPACES IN DRIVEWAY

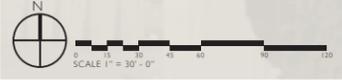
WETLAND MITIGATION SUMMARY

EXISTING	23,343 SF / 0.54 AC
DISTURBED	16,129 SF / 0.37 AC
PRESERVED	7,214 SF / 0.17 AC
MITIGATION REQUIRED (2:1)	32,258 SF / 0.74 AC
MITIGATION PROPOSED	32,258 SF / 0.74 AC



**HIDDEN HOLLOW**  
PROPOSED SITE PLAN  
10 OCTOBER 2016

HERSHBERGER DESIGN



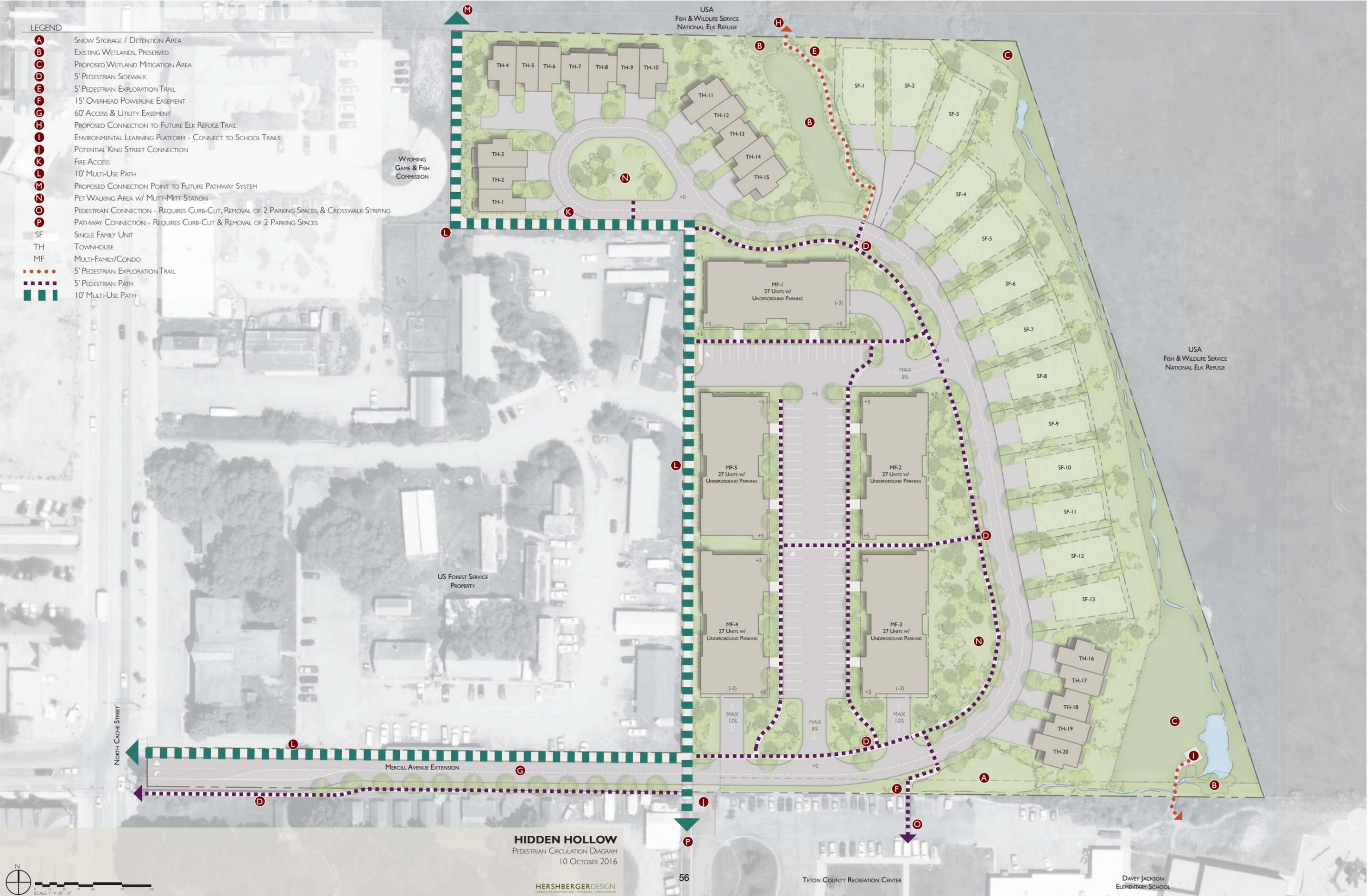
55

TETON COUNTY RECREATION CENTER

DAVEY JACKSON  
ELEMENTARY SCHOOL

LEGEND

- A** SNOW STORAGE / DETENTION AREA
- B** EXISTING WETLANDS, PRESERVED
- C** PROPOSED WETLAND MITIGATION AREA
- D** 5' PEDESTRIAN SIDEWALK
- E** 5' PEDESTRIAN EXPLORATION TRAIL
- F** 15' OVERHEAD POWERLINE EASEMENT
- G** 60' ACCESS & UTILITY EASEMENT
- H** PROPOSED CONNECTION TO FUTURE ELK REFUGE TRAIL
- I** ENVIRONMENTAL LEARNING PLATFORM - CONNECT TO SCHOOL TRAILS
- J** POTENTIAL KING STREET CONNECTION
- K** FIRE ACCESS
- L** 10' MULTI-USE PATH
- M** PROPOSED CONNECTION POINT TO FUTURE PATHWAY SYSTEM
- N** PET WALKING AREA w/ MUTT-MITT STATION
- O** PEDESTRIAN CONNECTION - REQUIRES CURB-CUT, REMOVAL OF 2 PARKING SPACES, & CROSSWALK STRIPING
- P** PATHWAY CONNECTION - REQUIRES CURB-CUT & REMOVAL OF 2 PARKING SPACES
- SF** SINGLE FAMILY UNIT
- TH** TOWNHOUSE
- MF** MULTI-FAMILY/CONDO
- .....** 5' PEDESTRIAN EXPLORATION TRAIL
- 5' PEDESTRIAN PATH
- █** 10' MULTI-USE PATH



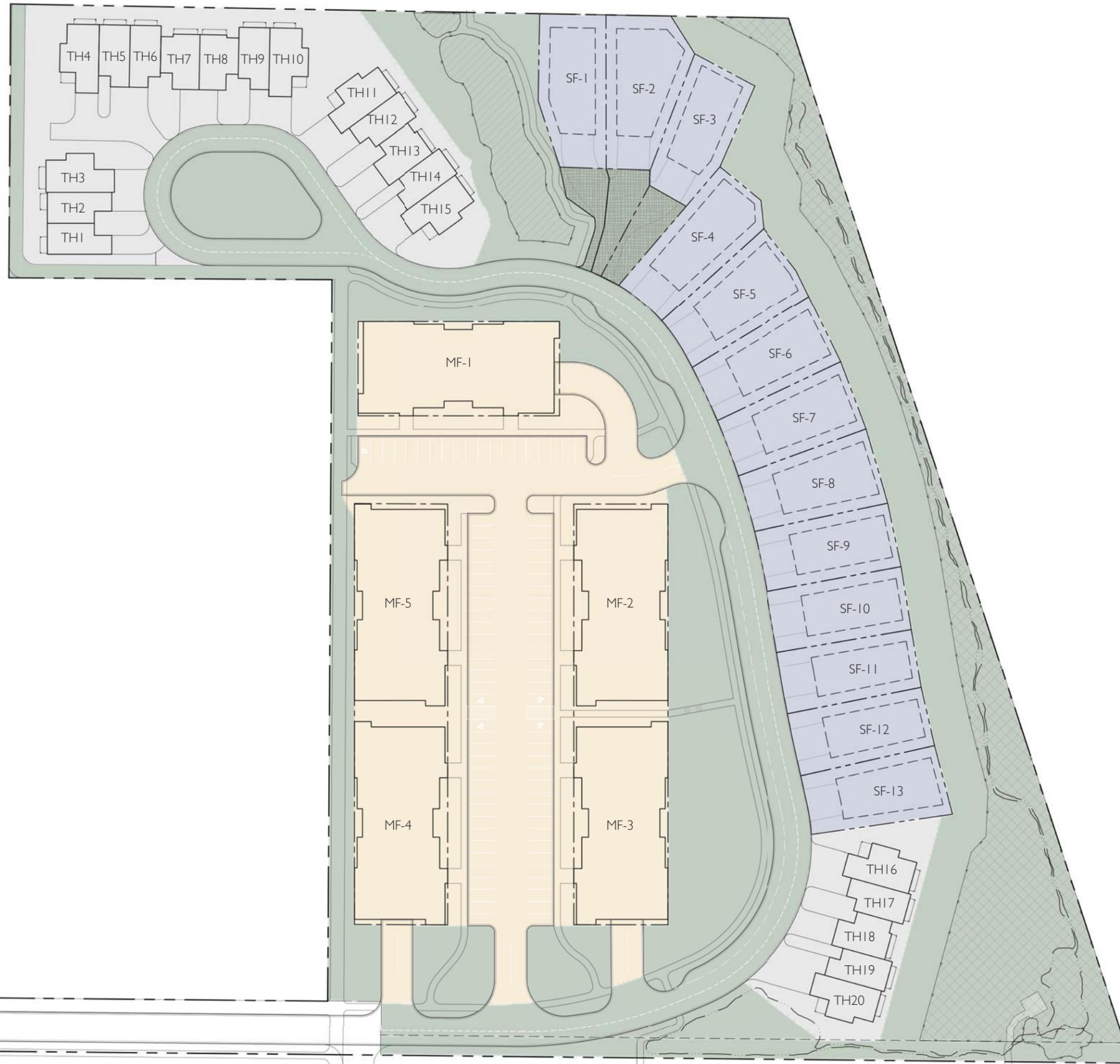
**HIDDEN HOLLOW**  
PEDESTRIAN CIRCULATION DIAGRAM  
10 OCTOBER 2016

HERSHBERGER DESIGN



**LEGEND**

- SubHOA A - Single Family Homes  
Area: 65,759 SF  
Required LSR (Minimum): 0.30  
Required Plant Units (Minimum): 20
- SubHOA B - Townhouses  
Area: 59,308 SF  
Required LSR (Minimum): 0.25  
Required Plant Units (Minimum): 22
- SubHOA C - Multi-Family/Condos  
Area: 104,715 SF  
Required LSR (Minimum): 0.10  
Required Plant Units (Minimum): 7
- Master HOA D - Common Lot  
Area: 182,314 SF  
Required LSR (Minimum): 0.60  
Required Plant Units (Minimum): 127
- Preserved Wetlands (7,214 SF)
- Wetland Mitigation (32,258 SF)
- Shared Maintenance Area (SF Lots 1-3)



**SINGLE FAMILY LOT CALCULATIONS**

Lot	Area	Building Envelope
SF-1	5,327 SF	2,590 SF
SF-2	5,881 SF	3,134 SF
SF-3	4,746 SF	2,359 SF
SF-4	5,563 SF	2,884 SF
SF-5	5,291 SF	2,723 SF
SF-6	5,001 SF	2,471 SF
SF-7	4,967 SF	2,443 SF
SF-8	5,079 SF	2,556 SF
SF-9	4,781 SF	2,248 SF
SF-10	4,766 SF	2,220 SF
SF-11	4,655 SF	2,110 SF
SF-12	4,680 SF	2,130 SF
SF-13	5,021 SF	2,441 SF

Mercill Avenue



## *Hidden Hollow Traffic Impact Study Executive Summary*

Prepared by: Jorgensen Associates, P.C.  
October 11, 2016  
Project No. 16016

Jorgensen Associates, P.C. (Jorgensen) developed a Traffic Impact Study (TIS) for Hidden Hollow to quantify the traffic generated by the proposed development and evaluate related impacts on the adjacent roadway network. The results and conclusions are summarized in the Executive Summary.

The TIS was performed in accordance with the Wyoming Department of Transportation's TIS requirements. On October 4, 2016, Jorgensen staff met with Mr. Darin Kaufman, P.E., WYDOT District 3 traffic Engineer to discuss the methodologies, assumptions, and findings of the Hidden Hollow TIS. Mr. Kaufman generally concurred with the TIS subject to further detail WYDOT review. In summary the TIS concludes the following from a traffic impact standpoint:

1. The additional traffic introduced from the Hidden Hollow development has minimal impacts on the North Cache Street and Mercill Avenue intersection. The reason for this is that this intersection is signalized. The east Mercill leg of the intersection historically has had such low traffic volumes that the intersection has essentially acted as a three-legged intersection (Mercill west leg and North Cache south and north legs). The traffic generated on the east Mercill leg by Hidden Hollow will be less than those volumes on the other 3 legs. As such, the signal green time that the east leg of Mercill shares with the west leg of Mercill will clear the east leg traffic in a delay time that is well within an acceptable level of service.
2. Connecting North King Street with Mercill Avenue through the Teton County Parks and Recreation Center is not required to improve the operation of the North Cache Street and Mercill Avenue intersection. This is because as indicated above, the signalized intersection has enough capacity to handle the additional traffic generated by Hidden Hollow.

The North King Street with Mercill Avenue connection would provide for system redundancy including a second access to Hidden Hollow. From an emergency management perspective, this connection would be prudent. Providing sufficient bicycle and pedestrian facilities would be an essential connection regardless of whether a vehicular connection is made or not. Given that this connection is not essential from an intersection capacity standpoint, it may be prudent to construct a South King Street connection that could serve as a public street if necessary in the long term, but operates as an emergency vehicle only, pedestrian, and vehicular access until which time (if ever) the connection is deemed necessary for the travelling public.

# HIDDEN HOLLOW PLANNED UNIT DEVELOPMENT MASTER PLAN

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## Table of Contents:

### **Division 1. Hidden Hollow Planned Unit Development**

- 1.1. Title
- 1.2. Purpose Background and Intent
  - A. Purpose
  - B. Background
  - C. Vision and Intent
- 1.3. Applicability
  - A. Applicability of Master Plan
  - B. Expiration Extension and Phasing Requirements
    - B.1. Expiration
    - B.2. Extension
    - B.3. Phasing Requirements
- 1.4. Relationship Between Regulations and Interpretation
  - A. Relationship to Land Development Regulations
  - B. Interpretation
- 1.5. Administrative Procedures
  - A. Subject to Land Development Regulations
  - B. Procedures and Requirements to Amend Approved Master Plan
    - B.1. Major Amendments
    - B.2. Minor Amendments
    - B.3. Administrative Amendments
    - B.4. Amendment Not Categorized
    - B.5. Amendment Submittal Requirements
    - B.6. Amendments are Included in Master Plan
- 1.6. Establishment of Hidden Hollow Planned Unit Development
- 1.7. Definitions
- 1.8. List of Attachments

### **Division 2. Standards Applicable to Hidden Hollow Planned Unit Development**

- 2.1. Physical Development Standards
  - A. Structure Location and Mass
  - B. Maximum Scale of Development
  - C. Building Design
  - D. Site Development
  - E. Landscaping
  - F. Fencing
  - G. Environmental Standards
  - H. Scenic Standards
  - I. Natural Hazard to Avoid
  - J. Signs
  - K. Grading, Erosion Control and Stormwater
  - L. Required Physical Development Permits
- 2.2. Use Standards
  - A. Allowed Uses
  - B. Maximum Scale of Use
  - C. Operational Standards
- 2.3. Development Options
  - A. Allowed Subdivision Development Options
  - B. Required Subdivision and Development Permit Options
  - C. Affordable and Workforce Housing Standards
    - C.1. Residential Affordable Housing Standards
    - C.2. Workforce Housing Standards
  - D. Infrastructure Requirements and Standards
    - D.1. Transportation Plan
    - D.2. Stormwater Management Plan
    - D.3. Water and Sewer Management Plans

## **Division 1. Hidden Hollow Planned Unit Development**

### **1.1. Title**

The title of this document is hereby established as the “Hidden Hollow Planned Unit Development Master Plan,” and is referred to throughout the document as the “PUD Master Plan” or “Master Plan.”

### **1.2. Purpose, Background and Intent**

#### **1.2.A. Purpose**

This Master Plan, approved by the Planning Director of the Town of Jackson, Wyoming pursuant to the Town of Jackson Land Development Regulations (“LDRs”) establishes the entitlements, standards and conditions for the development and use of the Hidden Hollow Planned Unit Development (“HHPUD”). This Master Plan establishes the zoning for lands within the boundaries of the PUD, which are more precisely defined and depicted in Attachment A to this Master Plan.

#### **1.2.B. Background**

The HHPUD is located on an approximately 10-acre parcel of land formerly owned by the United States Forest Service (“USFS”). The 10-acre HHPUD site is a portion of a larger USFS site that was used as headquarters for the Bridger Teton National Forest. In 2015 the USFS sold the 10-acre Hidden Hollow site to Hansen & Hansen, LLP and retained approximately 5.3 acres of land directly west of the Hidden Hollow site. Prior to the transfer of ownership of the property, the Town of Jackson zoned the Hidden Hollow site Urban Residential (“UR”).

In July of 2016, Hansen & Hansen, LLP submitted a UR-PUD Sketch Plan application for the site that included a proposal for 168 residential units and the infrastructure improvements to support the HHPUD development. The residential units are a mix of multi-family, townhouse and single family units that will provide the Town of Jackson and the overall Teton County community with a much needed solution to our workforce housing shortage. The project includes a dedication to the Town of Jackson of an eastern extension of Mercill Avenue to a point that intersects with a North King Street extension.

The HHPUD entitlements, standards and conditions within this Master Plan represent a variation from the strict application of the Town of Jackson UR zone district and applicable development standards within the Town of Jackson LDRs in order to achieve specific community goals that enhance the community’s implementation of the Jackson/Teton County Comprehensive Plan.

#### **1.2.C. Vision and Intent**

The vision for the HHPUD is for a dense, residential development that provides free market, workforce and affordable housing in close proximity to Town commercial services and public amenities that is compatible with surrounding commercial, public and open space uses. Hidden Hollow achieves this in the following ways:

1. Provide a variety of residential unit types that achieves housing opportunities for a variety of residents while respecting the neighboring land uses.
2. Provide for efficient and effective street and utility system for the development and allow for municipal services to be provided without burdening the community.
3. Provide a pathway system through the site that allows for access through the development in a north – south direction connecting significant community amenities, and provide sidewalks and pathways for residents, to utilize the site and access off site amenities near Hidden Hollow without the need for a car.
4. Design the development to be compatible with the surrounding uses, including recreational, school, government office, commercial and open space uses.
5. Enhance the wetlands that exist on the site.
6. Provide open space for residents and visitors in a relatively dense residential context.

7. Incorporate design techniques that enhance a sense of community while allowing for views and privacy among individual units.
8. Provide opportunity to conserve energy through a unified development and individual building designs.
9. Provide opportunities for affordable and workforce housing.

### 1.3. Applicability

#### 1.3.A. Applicability of Master Plan

This Master Plan applies only to lands within the HHPUD boundaries, as depicted on the Official Zoning District Map and shown within Attachment A of this Master Plan. There also exist separate individual documents that establish land use standards for land areas within the HHPUD. These documents include, but are not limited to the Subdivision Improvements Agreement applicable to these lands, the Declaration of Covenants, Conditions and Restrictions for Hidden Hollow Addition to the Town of Jackson, the Hidden Hollow Homeowners Association bylaws, and the Hidden Hollow Design Guidelines. Refer to these documents for applicability of land use standards contained therein to lands within the HHPUD.

#### 1.3.B. Expiration, Extension and Phasing

##### 1.3.B.1. Expiration of Master Plan

**Time Frame:** The Master Plan shall expire five (5) years from the date of approval of this Master Plan unless a sufficient application for the improvements described below under the “Predevelopment Site and Infrastructure Improvements Phase” is filed with the Planning Department. The approved Master Plan shall expire seven (7) years from the date of approval unless there is commencement of construction of “Predevelopment Site and Infrastructure Improvements Phase” improvements.

**Predevelopment Site and Infrastructure Improvements Phase:** The Developer shall complete all underground infrastructure and rough grading of the entire site including roads, but excluding improvements to any roads to be dedicated to the Town of Jackson, pursuant to the requirements of a Grading and Erosion Control Permit approved by the Town of Jackson. Upon completion of the improvements stated herein, the HHPUD shall be vested and shall not expire.

**Effect:** Upon expiration of the Master Plan, LDR Section 8.7.3.G.2. shall apply.

##### 1.3.B.2. Extension

No extension to the expiration of the Master Plan shall be permitted. Please see Master Plan [Section B.1. Expiration of Master Plan](#) and Master Plan [Section B.3. Phasing Requirements](#) for additional information.

##### 1.3.B.3. Phasing Requirements

The purpose of the HHPUD phasing plan is to ensure that when free market development occurs that generates affordable housing or other development standard requirements, adequate assurances are provided by the Developer to ensure these requirements have been, or will be, met.

##### Phase 1:

- 
- Development of 54 multi-family units in two Area C Buildings
  - Development of 20 townhome units in Area B
  - Subdivision and sale or development of 13 single-family units in Area A
  - Provision of affordable housing for 36.4 persons within the two multi-family buildings in Area C developed under Phase 1
  - Provision of 18 workforce housing units within two multi-family buildings in Area C developed under Phase 1
  - Completion of all Mercill Avenue extension improvements
  - Completion of all road ways and parking areas necessary to serve the development in Phase 1
  - Completion of all wetland mitigation
  - Completion of all landscape requirements for all Phase 1 development in Area B and C

**Phase 2:**

---

- Development of 54 multi-family Units in two Area C buildings
- Provision of affordable housing for 16.4 persons within the two multi-family buildings in Area C developed under Phase 2
- Provision of 18 workforce housing units within two multi-family buildings in Area C developed under Phase 2
- Completion of all landscape requirements for all Phase 2 development in Area C

**Phase 3:**

---

- Development of 27 multi-family Units in one Area C building
- Provision of 9 workforce housing units within any building in Area C
- Completion of all landscape requirements for all Phase 3 development
- Completion of all remaining landscape requirements in Area D

**Occupancy of Free Market Units:** The above phasing plan is subject to the following requirements:

Certificates of Occupancy for free market residential units (Area A units, Area B units and Area C units) will not be issued by the Town of Jackson unless one of the following has occurred:

1. A framing inspection has been approved by the Town Building Official on all building(s) that will provide affordable housing units within the phase in which such free market residential units are receiving a Certificate of Occupancy, and the Developer provides the Town with a bond in an amount equal to the in lieu fee requirement for the affordable housing units that are required by the number of free market units receiving Certificates of Occupancy; or
2. If the framing inspection has not been approved by the Town Building Official as provided above, the Developer shall be required to deed restrict the amount of free market units necessary to meet the total remaining mitigation requirement for Areas A and B. Such deed restriction shall only require the Developer to offer those free market units for sale as income based units if the affordable housing units within Area C that are intended for such remaining mitigation have not received a Certificate of Occupancy within eighteen months of the recordation of the deed restriction required herein.

**1.4. Relationship Between Regulations and Interpretation**

**1.4.A. Relationship to Land Development Regulations**

Unless otherwise noted herein, when this Master Plan refers to the LDRs, or where they are silent and the LDRs govern the development or use of properties within the boundaries of the PUD, the Town of Jackson LDRs applicable at the time a determination or interpretation is made shall apply.

**1.4.B. Interpretation**

The Town of Jackson Planning Director shall be responsible for interpreting this Master Plan and shall base his/her interpretation first, on the information contained within this Master Plan, and second, on the clear legislative intent of the Town Council in its approval and adoption of the HHPUD. With the exception of the modification to the basis for interpretation made herein, the provisions of Section 8.6. Interpretations of the LDRs of the Town of Jackson LDRs shall govern the findings to be considered in rendering interpretations of this Master Plan, and the procedure for requesting an interpretation of this Master Plan. Pursuant to Town of Jackson LDR Section 8.6. Interpretation of the LDRs, only a property owner within the boundaries of the HHPUD may request an interpretation of this Master Plan.

**1.5. Administrative Procedures**

**1.5.A. Subject to Land Development Regulations:**

Unless otherwise noted in this document, all provisions of the LDRs current at the time a determination or interpretation is made shall apply. In the event of a contradiction between this Master Plan and the LDRs this Master Plan shall govern and control.

**1.5.B. Procedures and Requirements to Amend Approved Master Plan**

### **1.5.B.1 Major Amendments:**

Major Amendments to the Master Plan shall be reviewed pursuant to the provisions of the LDR Section 8.2.13.D. PUD Amendment.

Major Amendments include the following:

1. Expansion or increase to the overall HHPUD area, or overall density allowed in this Master Plan;
2. A revision to the physical development standards that increases the allowable maximum or decreases the allowable minimum by more than 20%; and
3. Transfer of development rights from one Area of the HH PUD to another Area if such transfer includes an increase in the overall density of the HHPUD.

Only a property owner, or authorized agent of a property owner, within the HHPUD may apply for a Major Amendment to the Master Plan. The Major Amendment shall be reviewed and acted upon pursuant to the procedures and standards set forth in Section 8.2.13.D PUD Amendment of the LDRs. The Major Amendment shall be subject to all applicable standards of the LDRs.

### **1.5.B.2. Minor Amendments:**

Minor amendments to this Master Plan may be approved by the Planning Director.

Minor Amendments include the following:

1. Any application to amend the Master Plan that includes the reduction in the HHPUD Area, density or intensity of use or a revision to the physical development standards that decreases the allowable maximum or increases the allowable minimum;
2. A revision to the allowable physical development standards that increases the allowable maximum or decreases the allowable minimum by not more than 20%;
3. Transfer of development rights from one Area of the HHPUD to another Area if such transfer does not include an increase in the overall density of the HHPUD;
4. Any and all revisions, amendments, tracking documentation and updates to the Housing Mitigation Plan and/or the Affordable Housing Monitoring Plan; and
5. Any and all revisions, amendments, and updates to the Phasing Plan.

Only a property owner, or authorized agent of a property owner, within the HHPUD may apply for a Minor Amendment to the Master Plan. The Minor Amendment shall be reviewed and acted upon pursuant to the procedures set forth in Section 8.5.2. Development Option Plan of the LDRs. The Minor Amendment shall be subject to all applicable standards of the LDRs

Minor Amendment shall only be approved upon meeting the following Findings:

1. It is consistent with the purposes and organization of the HHPUD;
2. It improves the consistency of the HHPUD Master Plan with other provisions of the HHPUD or subsequent development approvals within the HHPUD;
3. It provides flexibility for landowners within standards defined within Master Plan Section 1.2.C. Vision and Intent of the HHPUD Master Plan;
4. It is necessary to address changing conditions, public necessity, and/or state or federal legislation;
5. It improves implementation of the Comprehensive Plan; and
6. It is consistent with other adopted Town Ordinances.

### **1.5.B.3. Administrative Amendments**

Administrative Amendments are those amendments required by this Master Plan for the purpose of updating an Affordable Housing Monitoring Plan or a Physical Development Standard Monitoring Plan.

An Affordable Housing Monitoring Plan update shall be submitted with each Development Plan or Development Option Plan application.

A Physical Development Standards Monitoring Plan update shall be submitted with each application for building permit (or group of building permits).

This notwithstanding, the Developer may submit an updated monitoring plan anytime, at their sole discretion.

#### **1.5.B.4. Amendment Not Categorized**

In the event that an application for an amendment to the HHPUD is submitted to the Town of Jackson that cannot be considered a Major Amendment or a Minor Amendment, the Planning Director shall make a determination, based on the thresholds for Major Amendments and Minor Amendments, Master Plan Section 1.4.B. Interpretation, and Master Plan Section 1.2.C. Vision and Intent whether the proposed amendment shall be a Minor Amendment or a Major Amendment.

#### **1.5.B.5. Amendment Submittal Requirements**

Applications for Amendments to the Master Plan shall be consistent with the submittal requirements for a LDR Section 8.7.1.C. LDR Text Amendment. This notwithstanding, an amendment to this Master Plan shall also include a proposed amendment to the Text of the Master Plan that describes how the Master Plan will be amended.

#### **1.5.B.6. Amendments are Included in Master Plan:**

Any Major Amendment approved by the Town Council or Minor Amendment approved by the Planning Director shall be incorporated into the Master Plan. The Master Plan shall be revised and amended within one (1) year of the final approval of the amendment to reflect the entitlements, standards and conditions approved. Any application to the Town of Jackson that acts upon the approved amendment shall not be deemed sufficient until the Master Plan is amended.

**Time Frame:** If the Master Plan is not amended within one (1) year of the date of approval of the Major Amendment of Minor Amendment the amendment shall expire.

Administrative Amendments approved by the Planning Director shall not be included in the Master Plan until such time as a Certificate of Occupancy is issued for the development described in the Administrative Amendment.

### **1.6. Establishment of Hidden Hollow PUD**

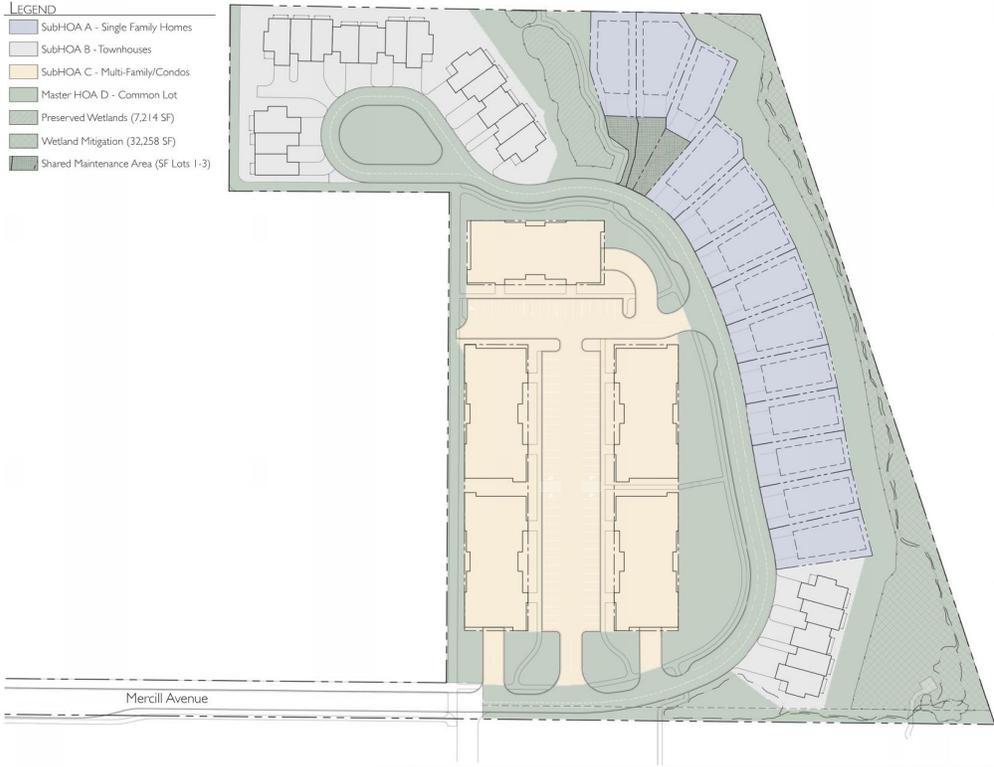
This Master Plan establishes the area of land within the Hidden Hollow PUD.

The HHPUD consists of approximately ten (10) acres of land located off North Cache Street in the northern portion of the Town of Jackson. The PUD is bordered on the east by the National Elk Refuge and is bordered by US Forest Service and Wyoming State Department of Fish and Game land to the west, and private property and the Jackson Elementary School, and the Town of Jackson Recreation Center to the South.

The HHPUD consists of three distinct unit types: Detached Single-Family Units, Attached Single-Family Units and Multi-Family Units. Each of these distinct unit types are located within distinct areas in the HHPUD. In addition, there is an area within the HHPUD that is common area and contains land uses that support and enhance the overall HHPUD, including roads, utilities, maintenance facilities, open spaces, pathways, wetlands and stormwater treatment facilities. Each of these areas contain some level of allowable entitlements and standards that differ from, or are in some way distinct from, those in other areas. Therefore, where applicable, this Master Plan identifies these separate entitlements, standards and conditions based on specific area designations.

For the purposes of this Master Plan, the area containing the Detached Single-Family Units is identified as Area A, the area containing the Attached Single-Family Units is identified as Area B, the area containing the Multi-Family Units is identified as Area C and the common area that contains land uses that support and enhance the overall PUD is identified as Area D. Where no reference is made to a specific Area, the specific entitlements, standards and conditions apply to the overall HHPUD. HHPUD Areas are shown in the exhibit below:

- LEGEND**
- Sub-HOA A - Single Family Homes
  - Sub-HOA B - Townhouses
  - Sub-HOA C - Multi-Family/Condos
  - Master HOA D - Common Lot
  - Preserved Wetlands (7,214 SF)
  - Wetland Mitigation (32,258 SF)
  - Shared Maintenance Area (SF Lots 1-3)



**HIDDEN  
HOLLOW**  
SUB-AREA DIAGRAM  
10 OCTOBER 2016

HERSHBERGER DESIGN  
1000 WEST 10TH AVENUE, SUITE 1000, DENVER, CO 80202  
P 303.733.8800 F 303.733.8801

**1.7. Definitions**

**Purpose:** The purpose of this section is to define words, terms and phrases contained within the Master Plan to explain the relationship between this Master Plan and the Town of Jackson Land Development Regulations. Any term not defined herein shall have the meaning as defined in the Town of Jackson Land Development Regulations as may be amended from time to time.

**Affordable Housing Monitoring Plan:** Shall mean the monitoring plan that tracks how and when affordable housing units are provided by the HHPUD and identifies what remaining affordable housing requirements remain to be met. This Affordable Housing Monitoring Plan shall be prepared by the applicant and shall be updated each time a Development Plan or Development Option Plan is approved by the Town of Jackson. This requirement shall terminate once all affordable housing requirements have been met.

**Area:** Shall mean one or more of the distinct areas within the Overall PUD as shown in Section 1.6. Establishment of Hidden Hollow PUD and include Area A – Detached Single Family Units, Area B – Attached Single Family Units, Area C, Apartment Units, and Area D – Common Area.

**Density:** Shall mean the number of individual dwelling units, including detached single family, attached single family, apartment, condominium, townhouse, or other type of residential dwelling unit permitted to be constructed or occupied an Area, lot, site, or other part or portion of the PUD.

**Developer:** Shall mean the owner of the HHPUD while the development occurs and prior to the HHPUD HOA taking control of the development.

**Dwelling Unit:** Shall mean any individual dwelling units, including detached single family, attached single family, apartment, condominium, townhouse, or other type of residential dwelling unit permitted to be constructed or occupied on an Area, lot, site, and other part or portion of the PUD.

**Habitable Floor Area – Affordable Housing Units:** Shall mean the range of allowable square footage of Affordable Housing Units. The minimum square footage is the actual minimum square footage allowed to be constructed or otherwise provided under the provisions of the Teton County or Town of Jackson Land Development Regulations. Maximum square footage is the maximum amount of square footage which may be credited against the required square footage for a given unit type, regardless of the actual size of the unit provided. The conditions under which reductions may be made are stated below. However, no reduction greater than 20% of the category minimum will be allowed.

**Land Development Regulations:** Shall mean the Town of Jackson Land Development Regulations as may be amended from time to time.

**Local Convenience Commercial:** Shall mean commercial retail and service uses permitted within the HHPUD that allow or goods sold and services provided that are primarily of convenience nature to provide for the needs of residents and employees in the surrounding area. Goods and services sold within a Local Convenience Commercial Use shall not be of a specialty nature that rely on and attract customer and vehicle traffic from the community as a whole. Only one Local Convenience Commercial retail or service use may exist on a lot of record

**Maintenance Facilities:** Shall mean any buildings, structures or utility infrastructure that are used for the storage of equipment and other activities necessary for maintenance and operation of the HHPUD.

**Master Plan:** Shall mean the Entitlements, Standards and Conditions for the Hidden Hollow Planned Unit Development and approved by the Town of Jackson Town Council on [redacted].

**Homeowner Association:** Shall mean the Hidden Hollow Home Homeowners Association.

**Property Owner:** Shall mean any owner(s) of real property within the Hidden Hollow PUD.

**Sales/HOA/Rental Office:** Shall mean a sales/HOA/rental office to be located within Area C.

**1.8. List of Attachments**

- Attachment 1: Legal Description HHPUD Boundary
- Attachment 2: Physical Development Standards Monitoring Plan Template
- Attachment 3: Affordable Housing Monitoring Plan Template
- Attachment 4: Examples of Maximum Sales Price Calculations for Affordable Housing Units
- Attachment 5: Income Based Deed Restriction Template
- Attachment 6: Workforce Housing (Owner) Deed Restriction Template
- Attachment 7: Workforce Housing (Rental) Deed Restriction Template

## Division 2. Standards Applicable the Hidden Hollow PUD

### 2.1. Physical Development Standards

Standards applicable to the physical development of the PUD are provided within this sub-section. Cross references provided refer to specific sections of the LDRs.

#### 2.1.A. Structure Location and Mass

	Landscape Surface/LSR (min)	Lot Coverage Area/Ratio (max)	Street Setback (Min)**	Side Setback (Min)**	Rear Setback (min)**	Height (max)	Floor Area/FAR (max)
<b>Overall PUD - All Allowed Uses *</b>	.30	.40	10'	5'	10'	48'	.65
<b>Area A – All Allowed Uses *</b>	.30	.40	25'	8'	5'	28'	.90
<b>Area B – All Allowed Uses *</b>	X s.f.	X s.f.	12'	n/a	n/a	28'	X s.f.
<b>Area C - All Allowed Uses *</b>	X s.f.	X s.f.	12'	n/a	n/a	48'	X s.f.
<b>Area D – All Allowed Uses</b>	X s.f.	X s.f.	5'	0'	0'	28'	X s.f.

**Exceptions:** All uses: street/side/rear yard projections, including cornices, canopies, eaves, decks, porches, bay windows, chimneys, patios, and similar architectural features may encroach into any setback not more than 5'.

\* Notwithstanding the specific physical development standards identified within each area, the limitations within each Area is permitted to shift to another Area of the HHPUD as long as the limitations within the overall PUD are not exceeded

\*\*Setbacks within Areas B, C and D shall be the horizontal distance, as measured from a physical development to an HHPUD perimeter property line for side and rear setbacks and the horizontal distance, as measured from a physical development to either a HHPUD perimeter property line or a road right-of-way, roadway or vehicular access easement.

\*\*\*FAR is calculated so that the sum of the sub areas equal the overall PUD (0.65) with most of the excess floor area being located in Area C to facilitate the creation of workforce housing.

### 2.1.B. Maximum Scale of Development

Individual Building (max gross FA):	
Area A:	8,000 s.f.
Area B:	No limitation
Area C:	No Limitation
Area D:	8,000 s.f.

### 2.1.C. Building Design

#### All Building Materials:

External surfaces shall be non-reflective. Colors shall blend into terrain using muted colors and earthy hues. Use of a variety of materials, colors, and architectural styles to address the bulk, scale and intensity of the proposed multi-family structures in Area C is encouraged.

**Note:** The PUD is subject to certain Hidden Hollow Design Guidelines which may be amended from time to time. Approval of building designs by the Hidden Hollow Design Guidelines is required prior to building permit submittal to The Town of Jackson.

### 2.1.D. Site Development

#### Site Development Setbacks (min)

Side/rear Yard:	½ building setback
Front Yard:	½ building setback'

#### Exemptions:

Driveways providing access across street yard, and shared parking and driveways and all pathways within the HH UR-PUD.

### 2.1.E. Landscaping:

#### Plant Units (min)

Total – Overall PUD	176 (will be addressed using a value based approach)
Area A:	1.5 per DU
Area B:	1.5 per DU
Area C:	7 Plant Units
Area D:	127 Plant Units

### 2.1.F. Fencing:

#### Height (max)

In Street Yard:	4'
In Side or Rear Yard:	6'

#### Setback:

Front lot line/R.O.W./Sidewalk	1'
Side or Rear lot line	0'

### 2.1.G. Environmental Standards:

#### Natural Resource Setback (min) Sec. 5.1.1.

Wetland:	30'
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#### Irrigation Ditch Setback (min) 7.7.4.D.

Irrigation Ditch	15'
------------------	-----

#### Natural Resource Overlay (NRO) Standards LDR Sec. 5.2.1

The PUD is not within the NRO and no NRO standards apply

### 2.1.H. Scenic Standards:

#### Exterior Lighting: LDR Sec. 5.3.1

(Standards effective 9/21/16 shall apply)

Total cut off angle (max)	90
Illumination in footcandles	1.00
Height (max)	15'

#### Scenic Resource Overlay (SRO) Standards LDR Sec. 5.3.2

The PUD is not within the SRC and no SRO Standards apply

### 2.1.I. Natural Hazards to Avoid:

#### Steep Slopes LDR Sec. 5.4.1

Development Prohibited: Slopes >30%

#### Areas of Unstable Soils: LDR Sec. 5.4.2

Fault Areas: LDR Sec. 5.4.3

Floodplains: LDR Sec. 5.4.4

Wildland Urban Interface LDR Sec. 5.4.5

### 2.1.J. Signs: LDR Div. 5.6

#### Allowable Signage

No limitation. Subject to Development Plan approval

### 2.1.K. Grading, Erosion Control, Stormwater:

#### Grading LDR Sec. 5.7.2

#### Erosion control LDR Sec. 5.7.3

Erosion shall be controlled at all times

#### Stormwater Management LDR Sec. 5.7.4

No increase in peak flow rate or velocity across property lines.

## 2.1.L. Required Physical Development Permits

The following identifies the required physical development permits for development within PUD:

Physical Development	Sketch Plan	Development Plan	Dev. Option Plan	Building Permit	DRC Review	Sign permit	Grading permit
Overall PUD	Approved	N/A	N/A	N/A	N/A	X	N/A
Area A – All Allowed Physical Development				X			X
Area B – All Allowed Physical Development			X	X			X
Area C – All Allowed Physical Development		X		X			X
Area D – All Allowed Physical Development				Per Building Code		X	X

## 2.2. Use Standards

Standards applicable to uses within the HHPUD are provided or referenced below. Allowed uses are listed in Master Plan Subsection 2.1.C.1. and in some cases include specific allowances based on individual Areas within the HHPUD. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to Section 6.1.2.D of the LDRs.

2.2.A. Allowed Uses				C.2. Use Requirements	
Use	Permit	BSA (min)	Density (max)	Parking (min)	Employee Housing Floor Area/1,000 s.f. (min)
<b>Open Space</b>					
Agriculture	Y	0 ac.	n/a	n/a	Exempt
<b>Residential</b>					
Detached Single Family – Area A Only	Y	0 s.f.	1 unit per lot	2/DU	n/a
Attached Single Family – Area B Only	Y	0 s.f.	n/a	2/DU	n/a
Apartment – Area C Only	Y	0 s.f.	n/a	1/1br. Unit 2/2&3br. Unit	n/a
Condominium Units – Area C Only	Y	0 s.f.	n/a	1/1br. Unit 2/2&3br. Unit	n/a
Dormitory – Area C Only	C	0 s.f.	n/a	1/1br. Unit	n/a
Group Home – Area C Only	C	0 s.f.	n/a	independent Calc.	n/a
<b>Commercial</b>					
Local Convenience Commercial – Area C and D Only	B	0 s.f.	n/a	n/a	156 s.f.
<b>Institutional</b>					
Assembly – Area D Only	C	n/a	n/a	Independent calc.	Exempt
Daycare/Education – Area C Only	C	0 s.f.	n/a	Independent calc.	Exempt
<b>Transportation/Infrastructure</b>					
Maintenance Facilities	Y	0 s.f.	n/a	n/a	Exempt
<b>Accessory Uses</b>					
Home Occupation	B	0 s.f.	n/a	n/a	Exempt
Home Business – Area A and B Only	C	0 s.f.	n/a	1/ employee	Exempt
Family Home Daycare Area A and B Only	B	0 s.f.	n/a	1/employee	Exempt
	C	0 s.f.	n/a	Independent calc	Exempt
<b>Temporary Uses</b>					
Real Estate Sales Office	Y	0 s.f.	n/a	3.3/1,000 s.f.	Exempt
Temporary Shelter	B	0 s.f.	1/ valid bld. Permit	2/DU	Exempt
Temporary Gravel Extraction and Processing	B	0 s.f.	n/a	1/employee	Exempt

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

### 2.2.B. Maximum Scale of Use

Individual Use (floor area) (max)

No limitations apply.

### 2.2.C. Operational Standards

LDR Div. 6.4

#### Outdoor Storage

(Sec. 6.4.1.)

#### Refuse and Recycling

(Sec. 6.4.2.)

Trash and recycling enclosures required

Area C and D

#### Noise

(Sec. 6.4.3.)

#### Vibration

(Sec. 6.4.4.)

#### Electrical Disturbances

(Sec. 6.4.5.)

#### Fire and Explosive Hazards

(Sec. 6.4.6.)

## 2.3. Development Options

Standards applicable to development options and subdivision in the overall HHPUD are provided or referenced below.

### 2.3.A. Allowed Subdivision Development Options

Option	BSA	Lot Size (min)	Density (Max)	OSR (Min)	LSR (min)	FAR (max)	Lot Coverage (max)	Option Standards
Land Division	n/a	4,000 s.f.	n/a	n/a		Determined by Physical Development		Sec 7.2.3.
Condominium/ Townhouse/ Apartment	n/a	n/a	n/a	n/a		Determined by Physical Development		Sec 7.2.3.

**2.3.B. Required Subdivision and Development Option Permits**

Option	Sketch Plan (8.3.1)	Development Plan (8.3.2)	Development Option Plan (8.5.2)	Subdivision Plat (8.5.3)
Any subdivision				
Area A – All Allowed Uses				X
Area B – All Allowed Uses			X	X
Area C – All Allowed Uses		X		X
Area D – All Allowed Uses			X	X

**2.3.C. Affordable and Workforce Housing Standards:**

**2.3.C.1. Residential Affordable Housing Standards**

**Calculation of Affordable Housing Standards for Residential Development in the HHPUD.**

The total amount of affordable housing required to be provided within the HHPUD shall be no more than twenty percent (20%) of the total projected population of the HHPUD. The following is the calculation that shall be used to determine the total amount of required affordable housing provided within the HHPUD.

Projected Population x .20 = Number of persons housed in Affordable Housing Units in the HHPUD.

The following table shall be used to determine the total Projected Population and the number of persons housed in affordable housing units:

Number of Persons Housed Per Unit	
Unit Type	Persons Housed Per Unit
Studio	1.25
One Bedroom	1.75
Two Bedroom	2.25
Three Bedroom	3.00
Four Bedroom	3.75
Five Bedroom	4.50
Each Additional Bedroom	0.50
Dormitory	1.00 per 150 s.f. of net habitable area

**Method for Providing Affordable Housing.**

**Production of New Units.**

The Developer shall develop, or ensure the development of, required affordable housing units as part of the development. All affordable housing units will be provided on-site, and it shall be the Developer’s responsibility to provide affordable housing in accordance with the Housing Mitigation Plan. Although the Developer will be responsible for ensuring that all affordable units described herein are developed, some of the actual construction and ultimate ownership of the units may be assumed by third parties. In that regard, if the Developer transfers any unimproved land in the HHPUD to a third party, the housing requirement related to the development of that portion of the HHPUD shall remain the responsibility of the applicant unless the housing requirement is expressly assigned to and assumed by such third party.

**Timing for Providing Affordable Housing.**

As the free market portion of the project will be developed in phases in accordance with the Phasing Plan set forth in Section 1.3.B.3 of this Master Plan, the affordable housing required by this Master Plan will also be developed in phases in accordance with such Phasing Plan. As indicated in the Phasing Plan, the Developer will complete all affordable housing units required by this Master Plan in Phase Two of the project.

**Sales and Occupancy Standards.**

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10-12-16 Draft

All required income-based deed restricted units will be allocated across Categories I, II, & III (as published annually by the Jackson/Teton County Housing Department) (the “Housing Department”) as follows:

- a) Category 1. No less than 1/3 of the persons required to be housed shall be provided with housing units affordable to low income households, unless a different proportion is recommended by the Housing Department and approved by the Jackson Town Council.
- b). Category 2. No less than 1/3 of the persons to be housed shall be provided with housing units affordable to moderate income households, unless a different proportion is recommended by the Housing Department and approved by the Jackson Town Council.
- c). Category 3. No more than 1/3 of the persons required to be housed shall be provided with housing units affordable to middle income households, unless a different proportion is recommended by the Housing Department and approved by the Jackson Town Council.

The Developer’s proposed mix of unit types (i.e. one bedroom, two bedroom, three bedroom) that will together meet the requirements of providing the required affordable housing units shall be included in the Housing Mitigation Plan for the project.

**Minimum Sizes and Persons Housed per Unit Standards.**

The minimum unit sizes and persons housed per affordable and workforce housing unit within the HHPUD are shown below. All units will comply with or exceed all other applicable minimum standards of the Uniform Building Codes and other development codes adopted by the Town of Jackson.

Square Footage Requirements for Ownership Units and Persons Housed:

<i>Housing Unit Type</i>	<i>Min Sq.Ft (20% reduction is permitted)</i>	<i>Max Sq.Ft.</i>	<i>Persons Housed</i>
Studio/Dormitory	320 sf /400 sf	600 sf	1.25
One Bedroom	480 sf/600 sf	800 sf	1.75
Two Bedroom	680 sf/850 sf	1,100 sf	2.25
Three Bedroom	960 sf/1,200 sf	1,500 sf	3.75
Each Add'l Bedroom	120 sf/150 sf	250 sf	1

*Notes:*

1. These square footage requirements are for Habitable Floor Area – Affordable Housing Units, or interior living area (as defined in the Housing Department’s Guidelines). In addition to the square footage requirements listed in the above chart, the developer shall also provide:
  - At least ten (10) square feet of enclosed habitable or non-habitable storage space per bedroom.
  - Access to outdoor space, such as a deck, patio, or common green space within the development. The square footage of the outdoor space shall be at least two percent of the size of the unit.
2. Minimum square footage is the actual minimum square footage allowed to be constructed or otherwise provided under the provisions of the LDRs. Maximum square footage is the maximum amount of square footage which may be credited against the required square footage for a given unit type, regardless of the actual size of the unit provided. The applicant may incorporate reduced square footages for any affordable housing units and/or workforce housing units up to 20% (the lower number shown above in the chart), at the applicant’s sole discretion, because the project will meet the following requirements:
  - Above average natural light (more light than minimum borrowed light requirements) – exterior windows in every living space and bedroom;
  - Layout with maximized living space – no more than 15 percent of the living space can be stairways and hallways;
  - Location within the project – 100 percent above grade.

**Maximum Sales Price Formula.**

The maximum sales price formula described in Attachment 4 to this Master Plan shall be used to establish the Maximum Sales Prices for the initial sales of affordable housing units in the HHPUD. If at any time in the future the Housing Department’s guidelines are amended and the methodology described below is modified as a result, the Developer may elect to amend this Master Plan and the Housing Mitigation Plan for the purpose of aligning the methodology described below with the Housing Department’s amended guidelines. Furthermore, the MFI will adjust each year as such amounts are posted annually by the U.S. Department of Housing and Urban Development (“HUD”). When the MFI is adjusted in any given year, the sales price amounts for secondary sales within the HHPUD will be adjusted to incorporate the new MFI amounts for such year.

**Initial Sales; Role of Housing Department.**

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10-12-16 Draft

The initial sales of the affordable housing units (not the workforce housing units) will be marketed and facilitated by the Housing Department. The initial sales of all affordable housing units will not be subject to a Housing Department facilitation fee.

#### **ILSA Requirements.**

The Housing Department shall be obligated to utilize all Interstate Land Sales Act exemption provisions required by the applicant, in the applicant's sole discretion, in all purchase contracts for the initial sales of all affordable housing units. Additionally, the Housing Department shall cooperate and comply with all marketing requirements required by the applicant to comply with each of the applicable ILSA exemption requirements.

### **2.3.C.2. HHPUD Workforce Housing Standards**

#### **General**

The HHPUD is permitted to have a structure height of 48 feet for the five (5) multi-family unit buildings within Area C.

The following Standards shall apply to HHPUD for all buildings that incorporate a structure height of 48 feet:

1. The amount of additional floor area achieved through this increase in structure height is dedicated to deed restricted workforce housing.
2. The additional floor area achieved through the increase in structure height shall be exempt from the calculation of affordable housing required by Division 7.4 but shall not be used to meet the affordable housing requirement of the HHPUD.

#### **Initial Sales; Role of Housing Department**

The applicant will market and facilitate the initial sales of all workforce housing units. The Housing Department will be responsible for confirming the qualification of purchasers or occupants of the workforce housing units. The selection of purchaser or occupants and the sales of the workforce units will be administered by the applicant and utilizing the applicant's form purchase and sale agreement, provided that the applicant shall afford the Housing Department a reasonable opportunity to review and comment on the form purchase and sale agreement to ensure compliance with the Housing Department's guidelines. The initial sales of all workforce units will not be subject to a Housing Department facilitation fee.

#### **ILSA Requirements**

The Housing Department shall be obligated to utilize all Interstate Land Sales Act exemption provisions required by the applicant, in the applicant's sole discretion, in all purchase contracts for the initial sales of all employment-based housing units. Additionally, the Housing Department shall cooperate and comply with all marketing requirements required by the applicant to comply with each of the applicable ILSA exemption requirements.

### **2.3.D. Infrastructure Requirements and Standards**

#### **2.3.D.1. Transportation Plan:**

There is no specific transportation plan for Hidden Hollow PUD. The extension of Mercill Avenue east of North Cache Street intersection with North King Street shall be improved by the developer and dedicated to the Town of Jackson. All other road and pathway infrastructure shall remain private. Standards for private transportation infrastructure within the HHPUD shall comply with the standards of the LDRs or otherwise comply with approved grading permits approving said transportation infrastructure.

#### **2.3.D.2. Stormwater Management Plan**

All stormwater shall be handled and accommodated in accordance with Section 5.7.4 of the LDRs.

#### **2.3.D.3. Water and Sewer Management Plans**

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10-12-16 Draft

The Developer will provide, at their sole cost and expense, water and sewer utilities within the boundaries of the HHPUD. These utilities will be completed in accordance with Town of Jackson Construction Standards. At time of water and sewer utility completion and final installation, the Town will inspect all Water and Sewer utilities and assume ownership of said utilities pursuant to the HHPUD Development Agreement.

**Attachment 1**  
**Legal Description of HHPUD Boundary**

**Attachment 2**  
**Physical Development Standards Monitoring Template**

**Attachment 3**  
**Affordable Housing Monitoring Plan Template**

**Attachment 4**  
**Examples of Maximum Sales Price Calculations for Affordable Housing Units.**

**Example of Maximum Sales Price Calculation**

A. *Median Family Income.* Each year, HUD releases Median Family Income (“MFI”) figures for Teton County, Wyoming, and the Housing Department uses this data to determine Household Incomes for the affordable housing units based on Household Size.

B. *Household Size.* The Household Size for determining Maximum Sales Price is based on number of bedrooms in the affordable housing unit as set forth below: a one bedroom unit would equal a one person household, a two bedroom unit would equal a two person household and a three bedroom unit would equal a three person household.

C. *Income Category.* The maximum Household Income for the Category assigned to the affordable housing unit shall be calculated as follows utilizing the Median Family Income published by HUD each year:

- Category 1 – 80% of the MFI [Less 10% pursuant to H. below]
- Category 2 – 100% of the MFI [Less 10% pursuant to H. below]
- Category 3 – 120% of the MFI [Less 10% pursuant to H. below]

The Median Family Incomes for 2016 as published by HUD are as follows:

<i>Income Limit</i>	<i>1 person</i>	<i>2 person</i>	<i>3 person</i>	<i>4 person</i>
FY2016	60,060	68,640	77,220	85,800

D. *Interest Rate.* An interest rate of 7.5% shall be used to determine the Maximum Sales Price, based on the 8% average interest rate over the last twenty (20) years.

E. *Down Payment.* The Maximum Sales Price shall be calculated assuming a 5% down payment.

F. *Percentage of Income.* The national standard for household affordability is that a household does not pay more than 30% of its gross income toward housing costs. Therefore, monthly payments cannot exceed 30% of the Median Family Income for each Category.

G. *Reduction for Household Expenses.* Because housing costs include more than the mortgage payment, the percentage of income that can be spent on monthly payments will be reduced from 30% to 25% to account for HOA fees, property taxes and insurance.

H. *Ten Percent Reduction.* To ensure that households in the lower range of the income in any given category are still able to afford a home, the middle of the income range is used. The middle of the income range is calculated by subtracting half of the percentage increase from the income limit for each category, which is effectively 10% for Category I, Category II and Category III.

The formula does not include an additional 10% reduction for a lack of an individual garage because each unit will have covered and designated parking and the designation of a storage unit. This is consistent with policy implemented on other projects.

**Examples of Maximum Sales Price Calculations for 2 Bedroom Units utilizing the foregoing and parameters with 2016 MFI:**

Assumptions for determining affordability for households in each category’s income range:

- Using the MFI established by HUD each year, less ten percent (10%) to account for range of incomes
- 2-bedroom unit equals 2-person household
- 5% down payment
- 30% of income towards housing costs (includes principal and interest)
- 5% of such 30% is for taxes, insurance and HOA dues
- 7.5% interest (20 year average to ensure affordability over time)

**Category 1** – 80% of Median Income for Teton County – Maximum amount for 2 person household to qualify =  
\$54,912-10%=49,420.80  
\$49,420.80 x 25% = \$12,355.20

\$12,355.20/ 12 months = \$1,029.60 (monthly payment that is affordable to a 2 person family earning Category 1 income)

A home selling for \$155,001.00 with a 5% down payment at 7.5% interest has a mortgage payment of \$1,029.60 not including taxes, insurance, and HOA dues.

**Category 2** – 100% of Median Income for Teton County – Maximum amount for 2 person household to qualify = \$68,640-10%=\$61,776.00

\$61,776.00 x 25% = \$15,444.00

\$15,444 / 12 months = \$1,287.00 (monthly payment that is affordable to a 2 person family earning Category 2 income)

A home selling for \$193,751.25 with a 5% down payment at 7.5% interest has a mortgage payment of \$1,287/month not including taxes, insurance, and HOA dues.

**Category 3** – 120% of Median Income for Teton County – Maximum amount for 2 person household to qualify = \$82,368-10%=\$74,131.20

\$74,131.20 x 25% = \$18,532.80

\$18,532.80 / 12 months = \$1,544.40(monthly payment that is affordable to a 2 person family earning Category 3 income)

A home selling for \$232,501.50 with a 5% down payment at 7.5% interest has a mortgage payment of \$1,544.40/month not including taxes, insurance, and HOA dues.

<b>Hidden Hollow Affordable Housing Maximum Sales Prices</b>			
	Category I	Category II	Category III
1 Bedroom	\$133,518	\$166,898	\$200,274
2 Bedroom	\$155,001	\$193,751	\$232,502
3 Bedroom	\$171,666	\$214,583	\$257,498

\*This chart reflects 2016 income calculations and current Housing Department guidelines and is therefore subject to change in years beyond 2016.

**Attachment 5**  
**Income Based Deed Restriction Template**

**Attachment 6**  
**Workforce Housing (Owner) Deed Restriction Template**

**Attachment 6**  
**Workforce Housing (Rental) Deed Restriction Template**

**Special Restrictions  
for Affordable Housing  
Located at Hidden Hollow Planned Unit Development**

These Special Restrictions for Affordable Housing (the "Special Restrictions"), are made and entered into this \_\_\_ day of \_\_\_\_\_, 201\_, by the undersigned Declarant ("Declarant").

**RECITALS:**

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

Lot [insert lot # of land], [insert name of subdivision] Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on [insert date of plat] as Plat No. [insert plat number].  
PIN: [insert property identification number] (the "Land");

**WHEREAS**, in furtherance of the Town of Jackson's goal of providing affordable housing to qualified Teton County residents who will occupy the housing as their primary residence, and as a condition of its Final Development Plan Approval for Hidden Hollow Planned Unit Development (Dev [insert development number]) (the "FDP Approval"), Declarant agreed to construct twenty seven (27) income based, deed restricted affordable housing units as follows:

[insert description of category and location, for example: Two (2) Category 1 Units commonly described as [insert address], Lot 3 (3-Bedroom) and [insert address], Lot 8 (2-Bedroom);

Two (2) Category 2 Units commonly described as [insert address], Lot 17 (2-Bedroom) and [insert address], Lot 19 (3-Bedroom); and

Two (2) Category 3 Units commonly described as [insert address], Lot 38 (2-Bedroom) and [insert address], Lot 47 (3-Bedroom).

The Categories are defined in the Guidelines, such guidelines defined in Section 1 below;

**WHEREAS**, Declarant desires that the Land and each individual lot or unit located on the Land (such lot (s) or unit(s) referred to herein as a "Residential Unit" or collectively as "Residential Units," and the Land and the Residential Units collectively referred to herein as the "Property") shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which shall be in addition to all other covenants, conditions or restrictions of

record affecting the Property, and shall be enforceable by the JACKSON/TETON COUNTY HOUSING AUTHORITY, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. §15-10-116, as amended, and its successors or assigns ("JTCHA"), by the Jackson/Teton County Affordable Housing Department (the "Housing Department") and by the Town of Jackson.

**WHEREAS**, in furtherance of the goals, objectives, requirements and conditions of the FDP Approval, Declarant agreed to restrict the initial and all subsequent sales and transfers of each Residential Unit, defined below, to a "Qualified Household", which meets employment, income and asset qualifications set forth herein and in the Guidelines;

**WHEREAS**, a Qualified Household means natural persons meeting the income, asset and all other qualifications at the time of the closing of the purchase of a Residential Unit, and who agree by acceptance of a deed and pursuant to these Special Restrictions to occupy the Residential Unit as their primary place of residence, not to purchase a Residential Unit for speculation or engage in any unpermitted business activity in or at a Residential Unit, or to rent a Residential Unit, and to otherwise comply with the terms and conditions of these Special Restrictions;

**WHEREAS**, Declarant desires that JTCHA shall have an option to purchase a Residential Unit in certain circumstances as described herein; and

**WHEREAS**, Declarant desires that JTCHA shall facilitate the transfer, sale or resale of each Residential Unit to a Qualified Household.

**RESTRICTIONS:**

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

**SECTION 1. JTCHA GUIDELINES.** References made herein to the "Guidelines" are references to the written policies, procedures and guidelines of JTCHA and the Housing Department, as the same may be amended 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 policy, procedure or guideline with respect to a specific matter) then the current applied policy or policies of JTCHA or the Housing Department (the "Guidelines"). Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Guidelines.

## **SECTION 2. PURCHASE BY QUALIFIED HOUSEHOLD ONLY.**

- A. Qualified Household. The purchase of each Residential Unit shall be limited to natural persons who meet the definition of a "Qualified Household" at the time of purchase, as defined in the Guidelines, and who further meet the "General Eligibility Criteria for Purchase" as outlined in the Guidelines. Such criteria include, without limitation, a restriction on the use of a Residential Unit, employment eligibility, an income eligibility requirement, and a household asset limitation. Notwithstanding the foregoing, JTCHA may also purchase or own a Residential Unit as further set forth herein.
- B. Determination of Qualified Household. The Housing Department shall determine whether a prospective purchaser is a Qualified Household and therefore eligible to purchase a Residential Unit. In addition to any requirements set forth in the Guidelines, such determination 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.
- C. No Legal Action. No owner of a Residential Unit, prospective purchaser of a Residential Unit, or other party shall have the right to sue or bring other legal process against JTCHA, the Housing Department, or any person affiliated with JTCHA or the Housing Department arising out of these Special Restrictions, and JTCHA and the Housing Department shall have no liability to any person aggrieved by the decision of JTCHA or the Housing Department regarding qualification of a prospective purchaser or any other matter relating to these Special Restrictions.

## **SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNITS.** In addition to any restrictions included in the Guidelines, occupancy and use of a Residential Unit shall be restricted as follows:

- A. Occupancy. Each Residential Unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each owner of a Residential Unit shall physically reside therein on a fulltime basis, at least ten months out of each calendar year. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Property;
- B. Business Activity. No business activities shall occur at a Residential Unit, other than a home occupation use that is: (i) permitted by applicable zoning; (ii) permitted by the declaration(s) of covenants, conditions and restrictions for the Property as the same may be amended, restated, or supplemented from time to time (the "Declaration"); (iii) permitted by the Guidelines; and (iv) not prohibited

by any law, statute, code, rule, ordinance, covenant, or regulation ("Laws") affecting the Property;

- C. Guests. No guests shall be permitted to reside in a Residential Unit for periods in excess of 30 days cumulative days per calendar year;
- D. Renting. No Residential Unit, or any part thereof, including without limitation, the garage, any portion of any structure, or any room within any structure, may be rented or otherwise occupied by persons other than the members of the Qualified Household;
- E. Occupancy By Person Other Than Owner. No person shall occupy a Residential Unit for more than 30 days without concurrent occupancy of the owner;
- F. Maintenance. Each owner shall take good care of the Residential Unit 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 a Residential Unit, the owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.
- G. Capital Improvements. The owner may only undertake capital improvements to the Residential Unit in accordance with the policies set forth in the Guidelines, 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. Prior to undertaking any capital improvement to a Residential Unit, an owner shall contact the Housing Department and may only undertake such improvements, if permitted, in accordance with JTCHA and the Housing Department policies and approvals;
- H. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with all laws, statutes, codes, rules, or regulations, including without limitation, the Declaration, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowners association, as the same may be adopted from time to time;
- I. Insurance. Each owner shall, keep the Residential Unit continuously insured against "all risks" of physical loss, using Insurance Services Office (ISO) Form HO 00 03, or its equivalent, for the full replacement value of the Residential Unit; and
- J. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, the Guidelines or other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of a Residential Unit, each owner shall comply with any reporting or inspection

requirements as may be requested by the Housing Department from time to time.

Notwithstanding the foregoing, JTCHA may approve uses inconsistent with this Section in accordance with the Guidelines.

**SECTION 4. RESALE AND TRANSFER LIMITATIONS.** Each Residential Unit may only be sold or otherwise transferred to a Qualified Household, or JTCHA, except:

- A. Divorce. In the event of the divorce of an owner, the Housing Department may consent to the transfer of a Residential Unit to a spouse of an 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. In the event of the death of an owner, the Housing Department may consent to the transfer of a 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 a Residential Unit vests in a Nonqualified Transferee, as defined in the Guidelines, the Residential Unit shall immediately be listed for sale in accordance with these Special Restrictions and the Guidelines, or in the alternative, JTCHA 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. A Nonqualified Transferee shall cooperate with the Housing Department to effect the sale, conveyance or transfer of the Residential Unit to a Qualified Household (or JTCHA in the event of its exercise of its option to purchase) and shall execute any and all documents necessary to such sale, conveyance or transfer;
  - 2. A Nonqualified Transferee shall comply with these Special Restrictions, the Guidelines, 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 JTCHA.

**SECTION 5. SALE OF A RESIDENTIAL UNIT.** 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 Guidelines. Upon the Housing Department's determination of the Maximum Resale Price, the sale of

the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Guidelines, which procedure may include, without limitation: a fee (not to exceed 2% of the Maximum Resale Price) paid to JTCHA for such facilitation; requirements regarding listing the Residential Unit with JTCHA 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 lottery process). 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, JTCHA 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 6. MAXIMUM RESALE PRICE.** To further the Town of Jackson's goal of providing affordable housing, 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 2.5% 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 Guidelines. 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 sales 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 BY THE HOUSING DEPARTMENT THAT UPON THE RESALE OF A RESIDENTIAL UNIT, THE OWNER SHALL OBTAIN THE ENTIRE MAXIMUM RESALE PRICE.

**SECTION 7. DEFAULT.** The following shall be considered a default ("Default"):

- A. A violation of any term of these Special Restrictions, the Guidelines, the Declaration, or any Laws affecting a Residential Unit.

- B. 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 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 calendar days of the owner's notification.
- C. If the Residential Unit is taken by execution or by other process of law, or if the owner is judicially declared bankrupt or insolvent according to law, or if any assignment is made of the property of the owner for the benefit of creditors, or if a receiver, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of any substantial part of the Residential Unit or the owner's property by a court of competent jurisdiction, or if a petition is filed for the reorganization of the owner under any provisions of the Bankruptcy Act now or hereafter enacted, or if the owner files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts; or
- D. Fraud or misrepresentation by a purchaser in its application to the Housing Department whereby the Housing Department determines, in its sole and absolute discretion, that the purchaser of a Residential Unit was not a Qualified Household.

**SECTION 8. DEFAULT REMEDIES.** In addition to any other remedies JTCHA may have at law or equity, in the event of a Default, JTCHA's remedies shall include the following:

- A. Purchase Option.
  - 1. JTCHA shall have the option to purchase the Residential Unit for a purchase price equal to the Maximum Resale Price, or the appraised value whichever is less, subject to JTCHA's ability to limit appreciation as provided in this Section ("Option") and further subject to JTCHA's ability to reduce proceeds as provided above.
  - 2. If JTCHA desires to exercise its Option, JTCHA shall provide written notice to the owner of such election. Such notice shall include the purchase price and the timing for the closing of the purchase. JTCHA shall use reasonable efforts to close the purchase within ninety (90) days of such notice.

3. Upon JTCHA's purchase of the Residential Unit, unless otherwise required by law or statute, all proceeds 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 2% facilitation fee to JTCHA;  
SIXTH, to the payment of any penalties assessed against the owner by JTCHA;  
SEVENTH, to the repayment to JTCHA of any monies advanced by JTCHA in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made by the Housing Department on owner's behalf;  
EIGHTH, to any repairs needed for the Residential Unit; and  
NINTH, any remaining proceeds shall be paid to the owner.

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

- B. Forced Sale. JTCHA may require the owner to sell the Residential Unit in accordance with the resale procedures set forth in these Special Restrictions and the Guidelines. In the event of such a sale, all proceeds 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 2% facilitation fee to JTCHA;  
SIXTH, to the payment of any penalties assessed against the owner by JTCHA;  
SEVENTH, to the repayment to JTCHA of any monies advanced by JTCHA in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made by JTCHA on owner's behalf;  
EIGHTH, to any repairs needed for the Residential Unit; and  
NINTH, any remaining proceeds shall be paid to the owner.

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

- C. Appointment of JTCHA as Owner's Attorney-in-Fact. In the event of JTCHA's exercise of its Option or election to require the Residential Unit's sale, the owner hereby irrevocably appoints the then serving Executive Director of JTCHA as such owner's attorney-in-fact to effect any such purchase or sale on the owner's behalf and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.
- D. Limitation on Appreciation at Resale. JTCHA 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 JTCHA may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.
- E. Equitable Relief. JTCHA shall have the right of specific performance of these Special Restrictions 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 JTCHA may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.

## **SECTION 9. 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. the principal amount of such mortgage at purchase does not exceed 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 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
  - 2. runs in favor of a "Qualified Mortgagee", defined as:
    - a. 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

- b. 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
  - c. 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 the owner or any family member of the owner.
- 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 an 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 JTCHA may exercise any and all of its remedies hereunder or otherwise, including without limitation its right to purchase and its right to force a sale.

- C. In the event 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, or declares bankruptcy, JTCHA shall have (in addition to the any other remedies) the right to do any of the following:
  - 1. Cure such default and assume the payments and other obligations of the owner. In such event, the owner shall be in default of these Special Restrictions, and JTCHA 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, the owner shall also be liable to JTCHA for any amounts JTCHA advances;
  - 2. Acquire the loan from the lender by paying the balance due together with reasonable accrued interest and costs, and JTCHA 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 JTCHA shall determine; and

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.

#### **SECTION 10. TERMINATION AND MODIFICATION 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 goal of providing affordable housing and that they should therefore be terminated.
- 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. JTCHA has not exercised its rights as provided in Section 9. 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 JTCHA in its sole and absolute discretion) conveying title to a purchaser, who is not (i) the owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to the owner or any member of the Qualified Household, or (iv) JTCHA.
  4. In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to JTCHA all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to the owner of the foreclosed Residential Unit.
  5. Notwithstanding the notice requirements to JTCHA in this Section, if a Qualified Mortgagee has failed to provide JTCHA 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

JTCHA with notice of its intent to foreclose ("Mortgagee Notice to JTCHA"). The Mortgagee Notice to JTCHA shall include all information relevant to the owner's default and the actions necessary to cure such default. JTCHA shall have forty-five (45) days from the date of the Mortgagee Notice to JTCHA to exercise its rights under Section 9, Qualified Mortgage. If JTCHA 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 an owner's right of statutory redemption, in which event, if an owner redeems, these Special Restrictions shall remain in full force and effect.

- C. Amendment. These Special Restrictions may be amended, in whole or in part, as follows:
1. With the written consent of both the owner of a Residential Unit and the Housing Department.
  2. The Housing Department may modify these Special Restrictions to provide clarification (i) to any provisions hereto which may be unclear or subject to differing interpretations, (ii) to correct any errors identified herein or (iii) where the Housing Department deems such modification necessary to effectuate the purposes and intent of the Special Restrictions, and where such modification does not, in the Housing Department's reasonable discretion, materially impair the owner or the lender's rights..

**SECTION 11. SPECIAL RESTRICTIONS AS COVENANT.** These Special Restrictions shall constitute covenants running with the Property and each Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Property, a 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 and the Housing Department.

**SECTION 12. NOTICES.** Any notice, consent or approval which is required to be given hereunder to an owner shall be in writing and shall be deemed given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to the owner's mailing address on such owner's Buyer's Acknowledgement or such address as is on record with the Teton County Assessor. Any notice which is required to be given hereunder to JTCHA or the Housing Department shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to JTCHA, P.O. Box 714, Jackson, WY 83001. Alternatively, notice may be hand delivered, but any such hand delivery shall require a signed receipt from

the owner or the Housing Manager of the Housing Department, respectively, evidencing the same. Failure of either party to pick up and/or sign for a certified mailing does not constitute failure to provide notice provided it was properly addressed and evidence of that mailing is retained. In the event of mailing, notice shall be deemed given when deposited in the U.S. Mail.

**SECTION 13. 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 14. CHOICE OF LAW, FORUM, WAIVER OF JURY TRIAL.** 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. The owner waives any right the owner may have to a trial by jury with respect to any court proceeding arising herein.

**SECTION 15. 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 16. 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 17. 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 18. INDEMNIFICATION.** Each owner shall indemnify, defend, and hold JTCHA, the Housing Department, and the Town of Jackson, and its directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property



**TOWN OF JACKSON**

\_\_\_\_\_  
Sara Flitner, Mayor

**ATTEST**

\_\_\_\_\_  
Sandy Birdyshaw, Town Clerk

**JACKSON/TETON COUNTY HOUSING AUTHORITY**  
(Acknowledgement as to form)

\_\_\_\_\_  
April Norton, Housing Director

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF TETON            )

On the \_\_\_\_\_ day of \_\_\_\_\_, 201\_, the foregoing Special Restrictions for Affordable Housing was acknowledged before me by April Norton, as Housing Director of the Jackson/Teton County Housing Authority.

Witness my hand and official seal.

(Seal)

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

**Special Restrictions  
for Rental Workforce Housing  
Located at  
Hidden Hollow Planned Unit Development**

These Special Restrictions for Rental Workforce Housing located at Hidden Hollow Planned Unit Development, Lot \_\_\_, is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ (the "Effective Date"), by the undersigned Declarant ("Declarant").

**WHEREAS**, the Declarant holds fee ownership interest in that certain real property, located in Teton County, Wyoming, and more specifically described as follows:

Lot [insert lot # of land], [insert name of subdivision] Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on [insert date of plat] as Plat No. [insert plat number].

PIN: [insert property identification number] (the "Residential Unit");

**WHEREAS**, the Residential Unit is a Rental Workforce Housing unit;

**WHEREAS**, as a condition of its Final Development Plan Approval (\_\_\_\_\_), dated \_\_\_\_\_, 2016 for the \_\_\_\_\_ to the Town of Jackson (the "FDP Approval"), the Declarant agreed to dedicate \_\_\_\_\_ condominium units as Rental Workforce Housing units to be rented to households who work in Teton County and will occupy the units as their sole primary residences (the "RWH Units");

**WHEREAS**, in furtherance of the goals, objectives, requirements and conditions of the FDP Approval, and consistent with the Town of Jackson's goals of providing decent, safe, sanitary and affordable housing to qualified employees working in Teton County, Declarant has agreed to restrict the use and occupancy of the RWH Units to "Qualified Households", and to limit the permitted increases in the rental amount of the WRH Units;

**WHEREAS**, a "Qualified Household" means natural persons meeting the employment real estate ownership qualifications at the time of occupancy of the Residential Unit and during the course of such occupation;

**WHEREAS**, the determination of the whether a household is qualified to rent the Residential Unit is determined by the Jackson/Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. §15-10-116, as amended, and its successors or assigns ("JTCHA");

**WHEREAS**, the Town of Jackson permits an owner of a Rental Workforce Housing Unit to change the use of the unit from Rental Workforce Housing to Ownership Workforce Housing, so that the Unit may be owner-occupied (so long as such owner can qualify as a "Qualified Household") and in such case these Special Restrictions shall be amended and restated in their entirety to reflect such change;

**WHEREAS**, Declarant desires that JTCHA shall have an option to purchase a Residential Unit in certain circumstances, along with such other rights in the event of a breach of these Special Restrictions, all as described herein and in the Guidelines (defined below); and

**WHEREAS**, consistent with the foregoing, Declarant desires to adopt these Special Restrictions and declare that the Residential Unit, also sometimes referred to herein as the "Unit", shall be held, sold, occupied 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 Unit, and shall be enforceable by JTCHA, Jackson/Teton County Affordable Housing Department (the "Housing Department"), or by the Town of Jackson.

#### **RESTRICTIONS:**

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

**SECTION 1. JTCHA GUIDELINES.** References made herein to the "Guidelines" are references to the written policies, procedures and guidelines of JTCHA and 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 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 JTCHA or the Housing Department (the "Guidelines"). Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Guidelines.

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

- A. Qualified Household. The 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 Guidelines ("Qualified Household").

1. Employment Requirement. At least one 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 (1,560) hours per year, from a local business, and the entire Qualified Household must earn at least seventy-five percent (75%) of the Household's income from a local business, all as may be further set forth in the Guidelines. A "local business" shall mean a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson or one that can provide other verification of business status physically located in Teton County, Wyoming.
  2. Sole Residence Requirement. No member of the Qualified Household may own or have any interest (whether direct, indirect or beneficial) in whole or in part in any other residential real estate within Teton County, Wyoming.
  3. Determination by the Housing Department. The Housing Department shall determine whether a prospective renter is a Qualified Household. In addition to any requirements set forth in the Guidelines, such determination 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.
  4. Continuing Obligation to Remain a Qualified Household. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.
- B. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, renter or occupant, or other party shall have the right to sue or bring other legal process against JTCHA or the Housing Department, or any person affiliated with JTCHA or the Housing Department arising out of these Special Restrictions, and neither shall JTCHA or the Housing Department have any liability to any person aggrieved by the decision of JTCHA or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.

**SECTION 3. RESTRICTIONS ON OCCUPATION AND USE OF RESIDENTIAL UNIT.** In addition to any restrictions included in the Guidelines, occupancy and use of the Residential Unit shall be restricted as follows:

- A. Rental Unit. Except as provided herein, the Residential Unit shall remain a rental unit for Qualified Households. The owner of the Residential Unit shall provide to the Housing Department at least annually, as well as each time the Residential Unit is proposed to be rented, written verification of the tenant's income, asset

ownership, and employment in Teton County. The owner shall provide or shall cause the tenant (existing or proposed) such information as the Housing Department may require for it to qualify such tenant at the time of or during the rental term, as a Qualified Household.

- B. Rental Term. The Residential Unit shall be offered for rent in periods of not less than three (3) months and not more than three (3) years. The Residential Unit shall not be used as a guest house or guest facility.
- C. Rental Rates. The initial rental rate for the Residential Unit shall be \_\_\_\_\_ dollars (\$\_\_\_\_\_.00) per month. The rental rate shall include basic utilities (heat, gas, electricity, water, and sewer). The initial rate may not be increased by more than two percent (2%) compounded annually. Notwithstanding the foregoing, the rental rate charged by the owner may be less than the above calculated rates.
- D. Preference. The owner of the Unit, at such owner's option, may give first priority to rent the Residential Unit to an employee of owner, so long as such owner can qualify as a Qualified Household.
- E. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper verification, advertisement for Qualified Households and reasonable maintenance. However, the Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If the Residential Unit remains vacant for more than sixty (60) days without approval, then the Housing Department shall have the right, but not the obligation, to identify a Qualified Household to rent the Unit. Anything herein notwithstanding, the owner shall have the right to deny occupancy to any proposed tenant who in such owner's reasonable discretion does not meet the owner's standard for occupancy, so long as such denial does not violate Federal or state fair housing laws.
- F. 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 shall physically occupy it on a full-time basis, at least ten months out of each calendar year. Except for permitted guests, no person other than those who comprise the Qualified Household may occupy the Unit, provided that such requirement does not violate Federal or state fair housing laws.
- G. No Owner Occupancy. Except with the advance written consent of the Housing Department, which consent may be withheld, conditioned or delayed in its sole and absolute discretion, no owner shall reside in or occupy the Residential Unit. For purposes of this paragraph, if an owner is an entity (including without limitation, a partnership, limited partnership, limited liability company, corporation, association, or other) or a trust, this prohibition on owner-occupancy

shall extend to any partner, member, shareholder, other principal or owner of the entity, or trustee or beneficiary of the trust.

- H. Business Activity. No business activities shall occur at the Residential Unit, other than a home occupation use that is: (i) permitted by applicable zoning; (ii) permitted by any declaration(s) of covenants, conditions and restrictions for the Property as the same may be amended, restated, or supplemented from time to time (the "Declaration"); (iii) permitted by the Guidelines, and (iv) not prohibited by any law, statute, code, rule, ordinance, covenant or regulation ("Laws") affecting the Property.
- I. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of 30 cumulative days per calendar year.
- J. Maintenance. The 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 homeowners 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, the owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical. In the event the owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to repair such condition and the owner shall reimburse the Housing Department for such reasonable repair costs. Payment to the Housing Department from the owner shall be due upon receipt of invoice.
- K. Insurance. The owner shall, keep the Residential Unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowners association insurance), for the full replacement value of the Residential Unit.
- L. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with all Laws, including without limitation, the Declaration, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowners association, as the same may be adopted from time to time.
- M. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, the 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 owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions

and to review the written records required to be maintained by owner. Owner shall maintain such records for a period of two (2) years.

Notwithstanding the foregoing, JTCHA may approve uses inconsistent with this Section in accordance with the Guidelines.

**SECTION 4. SALE OF THE RESIDENTIAL UNIT.** The Residential Unit may be bought and sold as the then owner may determine except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Within ten (10) days prior to the closing of the sale or other transfer of the Unit, the then owner shall notify JTCHA of the pending sale or transfer and after the close of transfer the new owner shall notify JTCHA of their contact information (including without limitation, mailing address, phone number and email).

**SECTION 5. DEFAULT.** The following shall be considered a default ("Default"):

- A. Failure at any time of the occupants of the Residential Unit to qualify as a Qualified Household.
- B. A violation of any term of these Special Restrictions, the Guidelines, the Declaration, or any Laws affecting the Residential Unit.

In the event the Housing Department believes there to be a Default, the Housing Manager of the Housing Department shall send written notice to the owner informing the owner of the Default and the required action to cure. If the owner disputes the Housing Department's decision, the owner shall proceed in accordance with the Guidelines.

**SECTION 7. DEFAULT REMEDIES.** In addition to any other remedies JTCHA may have at law or equity, in the event of a Default, JTCHA's remedies shall include, without limitation, the following:

- A. Purchase Option; Forced Sale. In order to ensure the Residential Unit remains in use for rental housing purposes to Qualified Households, in the event of a default, JTCHA shall have an option to purchase the Unit ("Option"), or the right to require the owner to sell the Unit ("Forced Sale"), as follows:
  - 1. If JTCHA determines to exercise its Option or require the Forced Sale of the Unit, JTCHA shall provide written notice to the owner. The notice shall include whether JTCHA is exercising its Option or requiring the Forced Sale (collectively, the "Default Transfer"). Such notice shall include the purchase price and the timing for the closing of the Default Transfer.

2. The purchase price shall be the Unit's appraised value. JTCHA shall have reasonable access to the Unit for purposes of the appraisal. The cost of the appraisal shall be charged against the sale proceeds.
  3. JTCHA shall use reasonable efforts to cause the Default Transfer to close within ninety (90) days of the notice.
- B. Appointment of JTCHA as Owner's Attorney-in-Fact. In the event of JTCHA's exercise of its Option or election to require the Forced Sale, the owner hereby irrevocably appoints the then serving Housing Manager (as defined in the Guidelines) as such owner's attorney-in-fact to effect any such purchase or sale on the owner's behalf and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.
- C. Equitable Relief. JTCHA shall have the right of specific performance of these Special Restrictions 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 JTCHA may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.

## **SECTION 8. TERMINATION AND MODIFICATION 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 workforce housing and that they should therefore be terminated.
- B. Termination and Restatement on Sale to Qualified Household. The Residential Unit may be converted from a Rental Workforce Unit to an Owner Workforce Residential Unit. If an owner desires to so convert the Residential Unit, the owner shall notify the Housing Department and the Housing Department and the owner, with the consent of the JTCHA, shall restate in their entirety these Special Restrictions, replacing such Special Restrictions with Special Restrictions for Ownership Workforce Housing, which Special Restrictions shall include without limitation that the owner of the Residential Unit be a Qualified Household as determined by the Housing Department, as well as such other requirements as the Housing Department and the JTCHA may require. The right to convert the Rental Workforce Housing Residential Unit into an Ownership Workforce Housing Residential Unit may only be exercised once and upon such exercise no owner shall be permitted to convert the Ownership Workforce Housing Residential Unit back to a Rental Workforce Housing Residential Unit.

D. Amendment. These Special Restrictions may be amended, in whole or in part, as follows:

1. With the written consent of the owner of the Residential Unit and Housing Department.
2. The Housing Department may unilaterally modify these Special Restrictions (i) to provide clarification to any provisions hereto which may be unclear or subject to differing interpretations, (ii) to correct any errors identified herein, or (iii) where the Housing Department deems such modification necessary to effectuate the purposes and intent of the Special Restrictions or the goals of the Town of Jackson in providing decent, safe and affordable housing, and where such modification does not, in the Housing Department's reasonable discretion, materially impair the owner rights.

**SECTION 10. SPECIAL RESTRICTIONS AS COVENANT.** These Special Restrictions shall constitute covenants running with the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in 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 11. NOTICES.** Any notice, consent or approval which is required to be given hereunder to an owner shall be in writing and shall be deemed given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to the owner's mailing address on such owner's Buyer's Acknowledgement or such address as is on record with the Teton County Assessor. Any notice which is required to be given hereunder to JTCHA or the Housing Department shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to JTCHA, P.O. Box 714, Jackson, WY 83001. Alternatively, notice may be hand delivered, but any such hand delivery shall require a signed receipt from the owner or the Housing Manager of the Housing Department, respectively, evidencing the same. Failure of either party to pick up and/or sign for a certified mailing does not constitute failure to provide notice provided it was properly addressed and evidence of that mailing is retained. In the event of mailing, notice shall be deemed given when deposited in the U.S. Mail.

**SECTION 12. 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 13. 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.

**SECTION 14. 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 15. 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 16. 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 17. INDEMNIFICATION.** The owner shall indemnify, defend, and hold the JTCHA, the Housing Department and the Town of Jackson, and its directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for an owner's breach of any provision of these Special Restrictions. The owner waives any and all such claims against JTCHA, the Housing Department and the Town of Jackson.

**SECTION 18. 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 19. SOVEREIGN IMMUNITY.** Neither the Town of Jackson, nor JTCHA waives sovereign immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and any other applicable law.





**Special Restrictions  
For Ownership Workforce Housing  
Located at  
Hidden Hollow Planned Unit Development**

These Special Restrictions for Ownership Workforce Housing located at Hidden Hollow Planned Unit Development, Lot \_\_, is made this \_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by the undersigned Declarant ("Declarant").

**WHEREAS**, the Declarant holds fee ownership interest in that certain real property, located in Teton County, Wyoming, and more specifically described as follows:

Lot [insert lot # of land], [insert name of subdivision] Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on [insert date of plat] as Plat No. [insert plat number].

PIN: [insert property identification number] (the "Residential Unit");

**WHEREAS**, the Residential Unit is an Ownership Workforce Housing unit;

**WHEREAS**, as a condition of its Final Development Plan Approval (\_\_\_\_\_), dated \_\_\_\_\_, 20\_\_ for the \_\_\_\_\_ to the Town of Jackson (the "FDP Approval"), the Declarant agreed to dedicate \_\_\_\_\_ condominium units as Ownership Workforce Housing units to be owned by households who work in Teton County and will occupy the units as their sole primary residences (the "OWH Units");

**WHEREAS**, in furtherance of the goals, objectives, requirements and conditions of the FDP Approval, and consistent with the Town of Jackson's goals of providing decent, safe, sanitary and affordable housing to qualified employees working in Teton County, Declarant has agreed to restrict the use and occupancy of the OWH Units to "Qualified Households";

**WHEREAS**, a "Qualified Household" means natural persons meeting the employment, and real estate ownership qualifications at the time of occupancy of the Residential Unit and during the course of such occupation;

**WHEREAS**, the determination of the whether a household is qualified to own the Residential Unit is determined by the Jackson/Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. §15-10-116, as amended, and its successors or assigns ("JTCHA");

**WHEREAS**, the Town of Jackson permits an owner of an Ownership Workforce Housing Unit to change the use of the unit from Ownership Workforce Housing to Rental Workforce Housing, so that the Unit may be rented to a "Qualified Household" and in such case these Special Restrictions shall be amended and restated in their entirety to reflect such change;

**WHEREAS**, Declarant desires that JTCHA shall have an option to purchase a Residential Unit in certain circumstances, along with such other rights in the event of a breach of these Special Restrictions, all as described herein and in the Guidelines (defined below); and

**WHEREAS**, consistent with the foregoing, Declarant desires to adopt these Special Restrictions and declare that the Residential Unit, also sometimes referred to herein as the "Unit", shall be held, sold, occupied 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 Unit, and shall be enforceable by JTCHA, Jackson/Teton County Affordable Housing Department (the "Housing Department"), or by the Town of Jackson.

#### **RESTRICTIONS:**

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

**SECTION 1. JTCHA GUIDELINES.** References made herein to the "Guidelines" are references to the written policies, procedures and guidelines of JTCHA and 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 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 JTCHA or the Housing Department (the "Guidelines"). Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Guidelines.

#### **SECTION 2. OWNERSHIP AND OCCUPANCY 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 Guidelines ("Qualified Household").

1. Employment Requirement. At least one 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 (1,560) hours per year, from a local business, and the entire Qualified Household must earn at least seventy-five percent (75%) of the Household's income from a local business, all as may be further set forth in the Guidelines. A "local business" shall mean a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson or one that can provide other verification of business status physically located in Teton County, Wyoming.
  2. Sole Residence Requirement. No member of the Qualified Household may own or have any interest (whether direct, indirect or beneficial) in whole or in part in any other residential real estate within Teton County, Wyoming.
  3. Determination by the Housing Department. The Housing Department shall determine whether a prospective purchaser is a Qualified Household. In addition to any requirements set forth in the Guidelines, such determination 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.
  4. Continuing Obligation to Remain a Qualified Household. The owner(s) of and those residing in the Residential Unit shall satisfy the definition of a Qualified Household at purchase and all times during the ownership of the Residential Unit.
- B. Ownership by JTCHA. Notwithstanding the foregoing, JTCHA may purchase and own the Unit.
- C. Divorce. In the event of the divorce of an owner, the Housing Department may consent to the transfer of the Residential Unit to a spouse, 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.
- D. Death. 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.

- E. Nonqualified Transferee. If title to the Residential Unit vests in a transferee who has not been qualified as Qualified Household by the Housing Department (a "Nonqualified Transferee"), the following shall apply:
1. The Housing Department shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household, or if such Nonqualified Transferee does not so qualify, The JTCHA may require a Default Transfer as provided hereunder, or permit the Nonqualified Transferee to sell the Residential Unit in accordance with these Special Restrictions and the Guidelines.
  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, or JTCHA as the case may be, and shall execute any and all documents necessary to such sale, conveyance or transfer;
  3. Notwithstanding the foregoing, a Nonqualified Transferee shall otherwise comply with these Special Restrictions, the Guidelines and all other laws, statutes, codes, ordinances, rules, regulations, or covenants, governing the ownership, use, occupancy, development, transfer or conveyance of the Residential Unit.
- F. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, or other party shall have the right to sue or bring other legal process against JTCHA or the Housing Department, or any person affiliated with JTCHA or the Housing Department arising out of these Special Restrictions, and neither shall JTCHA or the Housing Department have any liability to any person aggrieved by the decision of JTCHA or the Housing Department regarding qualification of a prospective purchaser or any other matter relating to these Special Restrictions.

**SECTION 3. RESTRICTIONS ON OCCUPATION AND USE OF RESIDENTIAL UNIT.** In addition to any restrictions included in the Guidelines, occupancy and use of the Residential Unit shall be restricted as follows:

- A. 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 owner of the Residential Unit shall physically reside therein on a full-time basis, at least ten months out of each calendar year; Except for permitted guests, no person other than those who comprise the Qualified Household may occupy the Unit, provided that such requirement does not violate Federal or state fair housing laws;

- B. Business Activity. No business activities shall occur at the Residential Unit, other than a home occupation use that is: (i) permitted by applicable zoning; (ii) permitted by any declaration(s) of covenants, conditions and restrictions for the Property as the same may be amended, restated, or supplemented from time to time (the "Declaration"); (iii) permitted by the Guidelines, and (iv) not prohibited by any law, statute, code, rule, ordinance, covenant or regulation ("Laws") affecting the Property;
- C. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of 30 cumulative days per calendar year;
- D. Renting. Neither the Residential Unit, nor any part thereof, including without limitation, the garage, any portion of any structure, or any room within any structure, may be rented or otherwise occupied by persons other than the members of the Qualified Household;
- E. Maintenance. The 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 homeowners 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, the owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical. In the event the owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to repair such condition and the owner shall reimburse the Housing Department for such reasonable repair costs. Payment to the Housing Department from the owner shall be due upon receipt of invoice;
- F. Insurance. The owner shall, keep the Residential Unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowners association insurance), for the full replacement value of the Residential Unit;
- G. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with all Laws, including without limitation, the Declaration, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowners association, as the same may be adopted from time to time; and
- H. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, the 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 owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by Owner. Owner shall maintain such records for a period of two (2) years.

Notwithstanding the foregoing, JTCHA may approve uses inconsistent with this Section in accordance with the Guidelines.

**SECTION 4. SALE OF THE RESIDENTIAL UNIT.** The Residential Unit may only be sold to a Qualified Household at a purchase price as the owner and prospective buyer may determine. After the 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.

**SECTION 5. DEFAULT.** The following shall be considered a default ("Default"):

- A. Failure at any time for the owner(s) and anyone residing in the Residential Unit to qualify as a Qualified Household.
- B. A violation of any term of these Special Restrictions, the Guidelines, the Declaration, or any Laws affecting the Residential Unit.

In the event the Housing Department believes there to be a Default, the Housing Manager of the Housing Department shall send written notice to the owner informing the owner of the Default and the required action to cure. If the owner disputes the Housing Department's decision, the owner shall proceed in accordance with the Guidelines.

**SECTION 7. DEFAULT REMEDIES.** In addition to any other remedies JTCHA may have at law or equity, in the event of a Default, JTCHA's remedies shall include, without limitation, the following:

- A. Purchase Option; Forced Sale. In order to ensure the Residential Unit remains in good condition and occupied by Qualified Households, in the event of a default, JTCHA shall have an option, for so long as these Special Restrictions are in force, to purchase the Unit ("Option"), or the right to require the owner to sell the Unit("Forced Sale"), as follows:
  - 1. If JTCHA determines to exercise its Option or require the Forced Sale of the Unit, JTCHA shall provide written notice to the owner. The notice shall include whether JTCHA is exercising its Option or requiring the Forced

Sale (collectively, the "Default Transfer"). Such notice shall include the purchase price and the timing for the closing of the Default Transfer.

2. The purchase price shall be the Unit's appraised value. JTCHA shall have reasonable access to the Unit for purposes of the appraisal. The cost of the appraisal shall be charged against the sale proceeds.
  3. JTCHA shall use reasonable efforts to cause the Default Transfer to close within ninety (90) days of the notice.
- B. Appointment of JTCHA as Owner's Attorney-in-Fact. In the event of JTCHA's exercise of its Option or election to require the Forced Sale, the owner hereby irrevocably appoints the then serving Housing Manager (as defined in the Guidelines) as such owner's attorney-in-fact to effect any such purchase or sale on the owner's behalf and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.
- C. Equitable Relief. JTCHA shall have the right of specific performance of these Special Restrictions 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 JTCHA may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.

## **SECTION 8. TERMINATION AND MODIFICATION 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 workforce housing and that they should therefore be terminated.
- B. Termination and Restatement on Conversion to Rental Workforce Housing. The Residential Unit may be converted from an Ownership Workforce Residential Unit to a Rental Workforce Unit. If an owner desires to so convert the Residential Unit, the owner shall notify the Housing Department and the Housing Department and the owner, with the consent of the JTCHA, shall restate in their entirety these Special Restrictions, replacing such Special Restrictions with Special Restrictions for Rental Workforce Housing, which Special Restrictions shall include without limitation that the Residential Unit may only be rented to a Qualified Household as determined by the Housing Department, as well as such other requirements as the Housing Department and the JTCHA may require. The right to convert the Ownership Workforce Housing Residential Unit into a Rental Workforce Housing Residential Unit may only be exercised once and upon such exercise no owner

shall be permitted to convert the Rental Workforce Housing Residential Unit back to an Ownership Workforce Housing Residential Unit.

D. Amendment. These Special Restrictions may be amended, in whole or in part, as follows:

1. With the written consent of the owner of the Residential Unit and Housing Department.
2. The Housing Department may unilaterally modify these Special Restrictions (i) to provide clarification to any provisions hereto which may be unclear or subject to differing interpretations, (ii) to correct any errors identified herein, or (iii) where the Housing Department deems such modification necessary to effectuate the purposes and intent of the Special Restrictions or the goals of the Town of Jackson in providing decent, safe and affordable housing, and where such modification does not, in the Housing Department's reasonable discretion, materially impair the owner rights.

**SECTION 10. SPECIAL RESTRICTIONS AS COVENANT.** These Special Restrictions shall constitute covenants running with the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in 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 11. NOTICES.** Any notice, consent or approval which is required to be given hereunder to an owner shall be in writing and shall be deemed given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to the owner's mailing address on such owner's Buyer's Acknowledgement or such address as is on record with the Teton County Assessor. Any notice which is required to be given hereunder to JTCHA or the Housing Department shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to JTCHA, P.O. Box 714, Jackson, WY 83001. Alternatively, notice may be hand delivered, but any such hand delivery shall require a signed receipt from the owner or the Housing Manager of the Housing Department, respectively, evidencing the same. Failure of either party to pick up and/or sign for a certified mailing does not constitute failure to provide notice provided it was properly addressed and evidence of that mailing is retained. In the event of mailing, notice shall be deemed given when deposited in the U.S. Mail.

**SECTION 12. 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 13. 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.

**SECTION 14. 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 15. 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 16. 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 17. INDEMNIFICATION.** The owner shall indemnify, defend, and hold the JTCHA, the Housing Department and the Town of Jackson, and its directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for an owner's breach of any provision of these Special Restrictions. The owner waives any and all such claims against JTCHA, the Housing Department and the Town of Jackson.

**SECTION 18. 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 19. SOVEREIGN IMMUNITY.** Neither the Town of Jackson, nor JTCHA waives sovereign immunity by executing these Special Restrictions and specifically retain



