

Jackson Town Council Regular Meeting

November 19, 2018

6:00 PM

Town Council Chambers

NOTICE: THE VIDEO AND AUDIO FOR THIS MEETING ARE STREAMED TO THE PUBLIC VIA THE INTERNET AND MOBILE DEVICES WITH VIEWS THAT ENCOMPASS ALL AREAS, PARTICIPANTS AND AUDIENCE MEMBERS. **PLEASE SILENCE ALL ELECTRONIC DEVICES DURING THE MEETING**

I. CALL TO ORDER, ROLL CALL, AND ANNOUNCEMENTS

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements/Proclamations
 - 1. Proclamation for Small Business Saturday

III. PUBLIC COMMENT

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

IV. CONSENT CALENDAR

All matters listed in this section are considered to be of routine nature by the governing body and will be enacted in one motion, unless it is removed from the consent calendar and considered separately by Council. Public comment may be given on any item.

- A. Minutes
 - 1. November 5, 2018 regular meeting
- B. Disbursements
- C. Municipal Court Report for October 2018
- D. Temporary Sign Permit for Holiday Spectacular (P18-316)
- E. Bid #19-08: Award for Half Ton 4x4 Pickup Truck for Police Department
- F. Surplus Equipment Declaration - START Buses
- G. Parking Memorandum of Understanding with Salt Lake Express for Outside Parking

V. PUBLIC HEARINGS, DISCUSSION AND/OR POSSIBLE ACTION ITEMS

- A. Administration:
 - 1. Public Art Planning during Center Street Water Project (Larry Pardee, Town Manager)
 - 2. Restaurant Liquor License Application by Kim's Corner, LLC *dba* Bapp (Sandy Birdyshaw, Town Clerk)
 - 3. Transfer Location of a Retail Liquor License Application by VFJH, LLC *dba* Spirits & Spice (Sandy Birdyshaw, Town Clerk)
 - 4. Transfer Ownership and Park a Retail Liquor License Application by Longitude Ventures, LLC (Sandy Birdyshaw, Town Clerk)

Please note that at any point during the meeting, the Mayor and Council may change the order of items listed on this agenda. In order to ensure that you are present at the time your item of interest is discussed, please join the meeting at the beginning to hear any changes to the schedule or agenda.

B. Planning:

1. **Item P18-047, 048, 049:** Sketch Plan, Zoning Map Amendment, & Conditional Use Permit for Central Wyoming College at 235 & 255 Veronica Lane

Update 11/19/18: CWC has requested this item be continued to the Council's December 17, 2018 regular meeting.

2. **Item P18-046:** Fee Waiver Request for Central Wyoming College for 235 & 255 Veronica Lane

Update 11/19/18: CWC has requested this item be continued to the Council's December 17, 2018 regular meeting.

3. **Item P17-200, 201, 202, 204:** Sketch Plan, PUD, Zoning Map Amendment, LDR Text Amendment at 640 S. Glenwood (Tyler Valentine, Senior Planner)

VI. RESOLUTIONS

VII. ORDINANCES

- A. **Ordinance P:** An Ordinance Adding Chapter 8.36 to the Jackson Municipal Code Establishing Disposable Bag Requirements (Back to 1st Reading, Johnny Ziem)
- B. **Ordinance Q:** An Ordinance Adding Chapter 16.50 to the Jackson Municipal Code Establishing an Office of the Housing Ombudsman (Presented for 2nd Reading)
- C. **Ordinance R:** An Ordinance Repealing Sections of the Jackson Regulations on Sign Code (Presented for 2nd Reading)

VIII. MATTERS FROM MAYOR AND COUNCIL

- A. Board and Commission Reports

IX. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

X. ADJOURN

Please note that at any point during the meeting, the Mayor and Council may change the order of items listed on this agenda. In order to ensure that you are present at the time your item of interest is discussed, please join the meeting at the beginning to hear any changes to the schedule or agenda.

PROCLAMATION
DECLARING SMALL BUSINESS SATURDAY

Whereas, the Jackson community, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 30.2 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, are responsible for 65.9 percent of net new jobs created from 2000 to 2017; and

Whereas, small businesses employ 47.5 percent of the employees in the private sector in the United States; and

Whereas, 90% of consumers in the United States say Small Business Saturday has had a positive impact on their community; and

Whereas, 89% of consumers who are aware of Small Business Saturday said the day encourages them to Shop Small all year long; and

Whereas, 73% of consumers who reportedly Shopped Small at independently-owned retailers and restaurants on Small Business Saturday did so with friends or family; and

Whereas, 64% of consumers report the reason they shop and dine at small independently-owned businesses was to support their community; and

Whereas, the Jackson community supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

Whereas, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, Pete Muldoon, Mayor of the Town of Jackson do hereby proclaim, Saturday, November 24, 2018, as **SMALL BUSINESS SATURDAY** and urge the residents of our community to support small businesses and merchants this Saturday and throughout the year.

DATED THIS 19th DAY OF NOVEMBER, 2018.

TOWN OF JACKSON

Pete Muldoon, Mayor

ATTEST:

Sandra P. Birdyshaw, Town Clerk

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

NOVEMBER 5, 2018

JACKSON, WYOMING

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

MAYOR: Pete Muldoon
COUNCIL: Jim Stanford, Hailey Morton Levinson, Don Frank and Bob Lenz.
STAFF: Larry Pardee, Roxanne Robinson, Audrey Cohen-Davis, Lea Colasuonno, Todd Smith, Roger Schultz, Tyler Sinclair, Tyler Valentine, Brendon Conboy, Floren Poliseo, Johnny Ziem, Kelly Thompson, Carl Pelletier, and Sandy Birdyshaw.

Mayor Muldoon introduced Donnie McBath the Town's new Transit Dispatcher and Kelly Sluder the new Building Official. Three proclamations were read into the record for Extra Mile Day, National Apprenticeship Week and recognition for the Jackson Youth Hockey organization.

Public Comment. Nick Coiness made comment on wildlife crossings. Brigid Mander made comment and provided a petition against the uphill fee charged by Snow King. Samuel Singer commented on Wyoming Stargazing's application for a National Environmental Education Foundation's Every Day Capacity Building Grant.

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

- A. **Meeting Minutes.** To approve the meeting minutes for the October 15, 2018 special meeting, workshop, and regular meeting as presented.
- B. **Disbursements.** To approve the disbursements as presented. Jackson Curbside \$1395.75, Carquest \$409.48, Safety Supply \$1226.93, Ace Hardware \$354.96, Delcon \$3287.44, Evans Construction \$1738.09, High Country Linen \$1807.51, Interstate Battery \$1250.50, Jim & Greg Locksmiths \$12.00, Jackson Hole News & Guide \$4033.78, LVLP \$2354.62, Nelson Engineering \$7878.60, Watts Steam Store \$591.63, Napa \$1103.33, Jackson Hole Community Counsel \$25000.00, GFOA \$50.00, Wyoming Law Enforcement \$1647.70, Animal Care Clinic \$333.75, White Glove Cleaning \$1333.13, Electrical Wholesale \$118.04, Hunt Construction \$17840.00, NPT \$273.51, Centurylink \$2189.82, Teton County Integrated \$163.88, Cummins Rocky Mountain \$102.60, Teton County Treasurer \$40799.77, Emerg-a-care \$251.00, Jackson Hole Community Housing \$3750.00, Jack's Tire \$7596.62, Energy Laboratories \$343.00, Wytrans \$410.00, JP Cooke \$271.60, Core & Main \$11321.58, AT&T \$1100.44, Rafter J \$146.43, Verizon Wireless \$7090.33, Mark Watkins \$250.00, First American Title \$46250000.00, Teton County Sheriff \$19227.99, Cory Teuscher \$113.35, Westwood Curtis \$616936.05, Foremost Promotions \$674.60, Yellow Iron Excavation \$120.00, Creative Energies \$273.90, Steve Harrington \$100.00, Alta Planning \$1472.00, MCI Fleet \$109.05, Dick May Welding \$1646.00, Barnhill Landscaping \$500.50, Arlen Stickney \$255.00, ER Office Express \$327.15, Visa \$7617.32, Mark Smith \$113.35, Architectural Building Supply \$70.96, Friends of Pathways \$9245.00, UPS \$20.52, Advanced Glass Trim \$935.00, Wyoming Title & Escrow \$200.00, Joshua Rae \$14319.00, Fish Creek Vet \$15.00, Firewise Landscapes \$2448.78, Mike's Oilfield Services \$3276.00, Todd Fitzgerald \$170.00, Miller Sanitation \$2646.00, Thomson West \$42.06, Charter \$45.41, Idaho Falls Peterbilt \$482.56, CM Owen Construction \$130227.12, Lcal Equipment \$1868.88, Ross Concrete \$270.00, Respond First Aid \$72.10, Gillig \$8917.69, Commercial Tire \$2039.36, Fire Services of Idaho \$400.00, Warner Truck Center \$7703.71, Long Building Technologies \$4111.00, Bank of Jackson Hole \$5000.00, Fish Creek Excavation \$31037.20, Bliss Cargo \$53.50, Coban Technologies \$134.00, C&A Professional Cleaning \$9474.55, MSC Industrial Supply \$297.76, Teton Signs \$156.48, Snake River Roasting \$397.30, Fleetpride \$400.36, Eriks North America \$37.37, Big R \$407.62, James Phillips \$238.87, Wyoming Water Development \$108214.73, Kois Brothers Equipment \$4512.37, Big Bear Towing \$1050.00, Sean Scarlett \$500.00, Carl Pelletier \$50.00, Tyler Valentine \$1200.00, Cornforth Consultants \$6003.53, ISC Inc \$19945.00, Routematch \$179325.00, Kellerstrass \$30204.05, Wrench It \$257.95, Malwarebytes \$7838.00, Lincoln County Sheriff \$12375.00, Art Association \$500.00, Snake River MEP \$1943.00, John Tighe \$377.35, Lepco \$2273.00, Amazon \$1712.13, Wyoming Garage Door \$1470.50, DBR Inc \$274.87, Caleb Sauer \$155.00, Dash Medical Gloves \$115.80, Pethealth \$4.85, Kimley Horn \$10752.50, City of Driggs \$931.64, Power Engineering \$1729.03, Water Werks \$380.00, Jamison Bauer \$48.50, David Stubbs \$4665.00, Outlaw Brothers Construction \$15931.45, Buckrail \$375.00, Intellichoice \$42311.00, West Fork Construction \$27392.00, Fortress Home Improvement 421256.50, Minuteman Security Tech \$200.00, West Coast Code Consultants \$4055.00, Uniforms2gear \$3586.71, Certified Laboratories \$1017.90, Jackson Hole Aviation \$6580.00, Sami Robinson \$2150.00, Kathy Newcomb \$90.00, Francisco Zumaya \$495.00, Renee Raudman \$195.00, Crystal Creek Capital \$12000.00, Remy Henderson \$1500.00, Issac Mercado \$240.00, Meeks Brothers Fencing \$7247.12, 940 W Broadway \$6000.00, Glenda Harmon \$2900.00, Jackson Hole Wild \$5000.00, Shuttle Bus Leasing \$42000.00, Evolution Concrete \$280.00, Wyo Division of Criminal Investigations \$150.00, Western Records Destruction \$150.00, Thomas Lennon \$130.00, Michelle Roundy \$191.43.

- C. **Malt Beverage Permit for Annual Fireman's Ball.** To approve the issuance of a malt beverage permit to the Jackson Fire Association for the Fireman's Ball on November 10, 2018 from 6:00 P.M. to 11:59 P.M., subject to the conditions and restrictions listed in the staff report.
- D. **Temporary Sign Permit for Jackson Hole Moose Hockey (P18-302).** To approve the temporary banner in conjunction with Jackson Hole Moose Hockey subject to three (3) conditions of approval.
- E. **Temporary Sign Permit for Holiday Bazaar (P18-308).** To approve the temporary banner in conjunction with Our Lady of the Mountains subject to three (3) conditions of approval.
- F. **Temporary Sign Permit for Winter People's Market (P18-309).** To approve the temporary banner in conjunction with Scott Steen/Winter People's Market subject to three (3) conditions of approval.
- G. **Bid 19-06: Sewer-Camera Equipped Van for Sewer Division.** To accept and approve Bid# 19-06 for the purchase of a new Sewer Camera Cargo Van and award to CUES of Orlando, Florida, in the amount of \$131,999.00.
- H. **Staffing to Support Expanded Bus Service to Teton Valley.** To approve the addition of one full-time/full-benefitted position in the Transit Department for the purpose of providing a 4th year-round commuter run to Teton Valley, Idaho and direct staff to include the cost for the service along with estimated offsetting fare revenue in the next budget amendment.
- I. **Four Bus Leases for 2018-19 Winter Season.** To approve the Vehicle Lease Agreement with Shuttle Bus Leasing (SBL) allowing for the lease of four (4) MCI commuter style vehicles for Winter Season 2018-19, a duration of five (5) months, and request the Mayor to sign.
- J. **Public Defender Contract Renewal.** To approve the renewal of the Public Defender contract as drafted by the Legal Department.
- K. **Jackson Hole Children's Museum Lease Amendment #3.** To approve the 3rd Amendment to the lease agreement with the Jackson Hole Children's Museum which extends the lease to March 31, 2019 as presented and authorize the Mayor to execute the amendment.
- L. **Design Review Committee Appointments.** To approve the Mayor's appointments of Brad Hoyt, Michael Stern, Hans Flinch, and Katherine Koriakin to the Design Review Committee for two-year terms ending October 31, 2020.

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

Storm water Treatment Unit Design Services Contract. Johnny Ziem made staff comment. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve the professional services contract with Nelson Engineering to provide design services for two storm water treatment units in the amount of \$24,990.00. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P18-047, 48, 49: Sketch Plan, Zoning Map Amendment, & Conditional Use Permit for Central Wyoming College (CWC) at 235 & 255 Veronica Lane.

Item P18-046: Fee Waiver Request for Central Wyoming College for 235 & 255 Veronica Lane. Brendan Conboy and Tyler Sinclair made staff comment. Brendan Schultz representing CWC made comment. John Wiley made comment on behalf of the Homeowners Association. Dr. Brad Tindall and Susan Durfee made comment on behalf of CWC. David DeFazio representing The Hokes made comment. Jim Stockhouse made comment on behalf of the Homeowners Association.

A motion was made by Bob Lenz and seconded by Don Frank to continue Item P18-047 to November 19, 2018 regular Council meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

A motion was made by Hailey Morton Levinson and seconded by Don Frank to continue Item P18-046 and P18-048, and 049 to November 19, 2018 regular Council meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P18-247: Town of Jackson Sign Code Repeal. Paul Anthony and Lea Colasuonno made staff comment. No action was taken at this point, as an ordinance will be presented later in the agenda.

Item P18-270: Conditional Use Permit Amendment for BrushBuck Tours at 490 S. Highway 89. Tyler Valentine and Brian Lenz made staff comment. Alan Lackner made comment as the applicant.

Based upon the findings as presented in the staff report and as made by the applicant for Item P18-270, a motion was made by Don Frank and seconded by Hailey Morton Levinson to make findings 1-8 as set forth in Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations relating to 1) Compatibility with Future Character; 2) Use Standards; 3) Visual Impacts; 4) Minimizes adverse environmental impact; 5) Minimizes adverse impacts from nuisances; 6) Impact on Public Facilities; 7) Other Relevant Standards/LDRs; and 8) Previous Approvals for an amendment to a past condition of approval of a Conditional Use Permit for BrushBuck Wildlife Tours located at 490 S Highway 89, subject to the department reviews attached hereto and the following condition of approval:

1. The required deed restricted unit shall be completed including issuance of a Certificate of Occupancy and a deed restriction recorded with the County Clerk no later than November 1, 2019.

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

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

**Ordinance P: An Ordinance Adding Chapter 8.36 to the Jackson Municipal Code
Establishing Disposable Bag Requirements.**

AN ORDINANCE ADDING CHAPTER 8.36 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON ESTABLISHING DISPOSABLE BAG REQUIREMENTS AND PROVIDING FOR THE COLLECTION AND DESIGNATION OF THE FEE TO THE TETON COUNTY WASTE REDUCTION PROGRAM AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

Public comment was given by Stephan Abrams of The Liquor Store, Heather Overholser of Integrated Solid Waste and Recycling, Greg Miles, Wes Gardner of Teton Toys, and Rick Howe of the Chamber of Commerce.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve Ordinance P at first reading including modifications presented tonight in sections 8.36.020, 8.36.030, 8.36.040, and 8.36.070. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Ordinance Q: An Ordinance Adding Chapter 16.50 to the Jackson Municipal Code
Establishing an Office of the Housing Ombudsman.**

AN ORDINANCE ADDING CHAPTER 16.50 TO THE MUNICIPAL CODE OF THE JACKSON ESTABLISHING AN OFFICE OF THE HOUSING OMBUDSMAN; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

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

**Ordinance R: An Ordinance Repealing Sections
of the Jackson Regulations on Sign Code.**

AN ORDINANCE REPEALING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1151 (PART), 1197 (PART), 1162 (PART), AND 1074 (PART) AND SECTIONS 5.6.1.B.4.a, 5.6.1.B.4.b, 5.6.1.B.4.d, 5.6.1.B.4.g, 5.6.1.B.4.i, 5.6.1.C.3.a, 5.6.1.C.5.a, 5.6.1.C.5.b, 5.6.1.C.5.e, and 5.6.1.D.8 OF

THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING SIGN CODE STANDARDS; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

A motion was made by Hailey Morton Levinson and seconded by Don Frank to approve Ordinance R at first reading. Mayor Muldoon called for the vote. The vote showed 4-1 in favor with Stanford opposed. The motion carried.

Matters from Mayor and Council. The Council reviewed the letter of support requested by Wyoming Stargazers earlier in public comment. A motion was made by Hailey Morton Levinson and seconded by Don Frank to approve the letter of support to the National Environmental Education Foundation’s Every Day Capacity Building Grant. After discussion on the contents of the letter, Hailey Morton Levinson withdrew her motion.

Jim Stanford made comment on the Ride2Fly / Taxi2Fly programs.

Mayor Muldoon made comment on his invitation to Washington DC to attend an Affordable Housing Roundtable. A motion was made by Hailey Morton Levinson and seconded by Bob Lenz to approve travel for the Mayor to go to Washington DC for the Affordable Roundtable. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Don Frank made comment on Parks & Recreation Board’s standing on Phil Beaux Park related to Snow King Master Plan.

Jim Stanford made comment on Hidden Hollow pavement work.

Town Manager’s Report. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to accept the Town Manager’s Report. The Town Manager’s Report contained an update on Public Art Installation during the Center Street Water/Sewer Project and the January 2019 CAST meeting. The \$3,000 appropriation for the art installation was not approved at this time and will be brought back with a full staff report. Carrie Geraci of Jackson Hole Public Art made comment. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 9:57 p.m. minutes:spb

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5	CARQUEST AUTO PARTS INC.	6090-407397	PAINTED ROTOR, BRK PAD PL	10/01/2018	154.69	.00	
5	CARQUEST AUTO PARTS INC.	6090-409572	CQ OIL ABSORBENT	10/17/2018	24.16	.00	
5	CARQUEST AUTO PARTS INC.	6090-410702	SKT IMP 3/4 DR 40MM	10/26/2018	14.39	.00	
5	CARQUEST AUTO PARTS INC.	6090-410904	MX NOR9R, FNY 60306	10/28/2018	58.70	.00	
5	CARQUEST AUTO PARTS INC.	6090-411575	.03 2 WIRE MILD	11/02/2018	12.59	.00	
5	CARQUEST AUTO PARTS INC.	6090-412386	SILICONE ULTRA-BLACK	11/08/2018	42.76	.00	
Total 5:					307.29	.00	
51	ACE HARDWARE	626991	KEYBLANK AM3-ACE, SNAP TRI	10/23/2018	7.48	.00	
51	ACE HARDWARE	627389	KEY KRAFTER #24 BRASS	10/26/2018	3.39	.00	
51	ACE HARDWARE	627786	CAULK SILII WN/D CL10.1Z	10/30/2018	29.97	.00	
51	ACE HARDWARE	627950	HEX NIPPL 1/4" MPT, HEX BUS	10/31/2018	16.97	.00	
51	ACE HARDWARE	628084	DUCT TAPE ORG	11/01/2018	17.97	.00	
51	ACE HARDWARE	628212	IMPACT DRILL BIT 1/2" & 1/4", BI	11/01/2018	68.95	.00	
51	ACE HARDWARE	628322	chain strtr 2/3 blu 225', shut cold z	11/02/2018	25.91	.00	
51	ACE HARDWARE	628502	SPRAY PAINT SATIN BLK, PRIM	11/04/2018	21.96	.00	
51	ACE HARDWARE	628549	HEX HD SS, TRUS TOGGLE BO	11/05/2018	9.95	.00	
51	ACE HARDWARE	629023	SCRAPER SNOW BRUSH	11/07/2018	5.49	.00	
51	ACE HARDWARE	629038	CLEANR DRN DRNMX GEL32OZ	11/07/2018	60.48	.00	
51	ACE HARDWARE	629039	HEX self	11/07/2018	2.38	.00	
51	ACE HARDWARE	629130	BATTERY-LITHIUM 3V	11/08/2018	5.49	.00	
51	ACE HARDWARE	629542	BATTERY PHOTO 3V CR2, BAT	11/11/2018	35.96	.00	
51	ACE HARDWARE	629784	ADAPTER LITE INDICATR	11/13/2018	27.96	.00	
51	ACE HARDWARE	629923	COUPL BRS3/4MH- 1/2MP ACE	11/14/2018	14.98	.00	
Total 51:					355.29	.00	
55	TETON COUNTY SHERIFF'S-JAI	524	OCTOBER INMATES	11/05/2018	936.00	.00	
Total 55:					936.00	.00	
65	DELCON INC	18507	SERVICE ELECTICIAN, MATERI	09/30/2018	1,014.97	.00	
65	DELCON INC	193431	DIRECT BURIAL CABLE- WATE	04/20/2018	137.25	.00	
Total 65:					1,152.22	.00	
69	COMMUNITY ENTRY SERVICES	101818	2ND QUARTER PAYMENT	11/15/2018	12,500.00	.00	
Total 69:					12,500.00	.00	
70	THYSSEN KRUPP ELEVATOR C	3004243656	GOLD- FULL MAINTENANCE SE	11/01/2018	288.39	.00	
70	THYSSEN KRUPP ELEVATOR C	5000920012	GOLD- FULL MAINTENANCE SE	08/02/2018	196.50	.00	
70	THYSSEN KRUPP ELEVATOR C	5000953181	GOLD- FULL MAINTENANCE SE	09/26/2018	196.50	.00	
70	THYSSEN KRUPP ELEVATOR C	5000957250	GOLD- FULL MAINTENANCE SE	10/04/2018	786.00	.00	
Total 70:					1,467.39	.00	
81	EVANS CONSTRUCTION INC	17-21 #5 (FINA	PROJ: WY22 INFRASTRUCTUR	09/27/2018	9,473.11	.00	
81	EVANS CONSTRUCTION INC	17-21 #5 (FINA	PROJ: WY22 INFRASTRUCTUR	09/27/2018	9,677.28	.00	
81	EVANS CONSTRUCTION INC	17-21 #5 (FINA	PROJ: WY22 INFRASTRUCTUR	09/27/2018	8,966.19	.00	
81	EVANS CONSTRUCTION INC	5901	JOB NAME: 2018 TOJ SALTED S	11/09/2018	18,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 81:					46,116.58	.00	
88	AIRGAS INTERMOUNTAIN INC.	9957365694	RENT CYL IND LARGE ACETYL	10/31/2018	100.92	.00	
Total 88:					100.92	.00	
96	HIGH COUNTRY LINEN	0084050	BUILDING MAINT @ TOJ HOME	08/13/2018	17.81	.00	
96	HIGH COUNTRY LINEN	0085467	BUILDING MAINT @ TOJ HOME	08/20/2018	7.50	.00	
96	HIGH COUNTRY LINEN	0086849	BUILDING MAINT @ TOJ HOME	08/27/2018	25.31	.00	
96	HIGH COUNTRY LINEN	0096728	MATS @ TOWN HALL	10/23/2018	215.50	.00	
96	HIGH COUNTRY LINEN	0097091	UNIFORMS @ WATER	10/25/2018	26.67	.00	
96	HIGH COUNTRY LINEN	0097091	UNIFORMS @ STREET	10/25/2018	65.48	.00	
96	HIGH COUNTRY LINEN	0097091	UNIFORMS @ FLEET	10/25/2018	38.80	.00	
96	HIGH COUNTRY LINEN	0097091	UNIFORMS @ WWTP	10/25/2018	24.25	.00	
96	HIGH COUNTRY LINEN	0097091	BUILDING MAINT @ PUBLIC W	10/25/2018	62.30	.00	
96	HIGH COUNTRY LINEN	0097091	UNIFORMS @ ADMIN	10/25/2018	9.70	.00	
96	HIGH COUNTRY LINEN	0097091	UNIFORMS @ SEWER	10/25/2018	19.40	.00	
96	HIGH COUNTRY LINEN	0098071	UNIFORMS @ SEWER	11/01/2018	19.40	.00	
96	HIGH COUNTRY LINEN	0098071	UNIFORMS @ WATER	11/01/2018	26.67	.00	
96	HIGH COUNTRY LINEN	0098071	UNIFORMS @ STREET	11/01/2018	65.48	.00	
96	HIGH COUNTRY LINEN	0098071	UNIFORMS @ FLEET	11/01/2018	38.80	.00	
96	HIGH COUNTRY LINEN	0098071	UNIFORMS @ WWTP	11/01/2018	24.25	.00	
96	HIGH COUNTRY LINEN	0098071	BUILDING MAINT @ PUBLIC W	11/01/2018	26.00	.00	
96	HIGH COUNTRY LINEN	0098071	UNIFORMS @ ADMIN	11/01/2018	9.70	.00	
96	HIGH COUNTRY LINEN	0098495	BUILDING MAINT @ TOJ HOME	11/05/2018	25.31	.00	
96	HIGH COUNTRY LINEN	0098639	MATS @ TOWN HALL	11/06/2018	215.50	.00	
96	HIGH COUNTRY LINEN	0098749	mats	11/07/2018	61.93	.00	
96	HIGH COUNTRY LINEN	0098754	BUILDING MAINT @ WWTP	11/07/2018	86.57	.00	
96	HIGH COUNTRY LINEN	0098954	BUILDING MAINT @ PUBLIC W	11/08/2018	59.05	.00	
96	HIGH COUNTRY LINEN	0098954	UNIFORMS @ ADMIN	11/08/2018	9.70	.00	
96	HIGH COUNTRY LINEN	0098954	UNIFORMS @ SEWER	11/08/2018	19.40	.00	
96	HIGH COUNTRY LINEN	0098954	UNIFORMS @ WATER	11/08/2018	26.67	.00	
96	HIGH COUNTRY LINEN	0098954	UNIFORMS @ STREET	11/08/2018	65.48	.00	
96	HIGH COUNTRY LINEN	0098954	UNIFORMS @ FLEET	11/08/2018	38.80	.00	
96	HIGH COUNTRY LINEN	0098954	UNIFORMS @ WWTP	11/08/2018	24.25	.00	
96	HIGH COUNTRY LINEN	0099387	BUILDING MAINT @ TOJ HOME	11/12/2018	7.50	.00	
96	HIGH COUNTRY LINEN	S0097414	BUILDING MAINT @ TOJ RESTR	10/26/2018	530.00	.00	
96	HIGH COUNTRY LINEN	S0098369	Laundry	11/05/2018	150.65	.00	
Total 96:					2,043.83	.00	
106	INTERSTATE BATTERY	22241758	(1) SRM-24	11/12/2018	101.95	.00	
Total 106:					101.95	.00	
114	JACKSON LUMBER INC	00401545-001	CREDIT: 20 GRIT SILICA SAND	11/02/2018	74.71-	.00	
114	JACKSON LUMBER INC	00401546-001	20 GRIT SILICA SAND	11/02/2018	70.48	.00	
Total 114:					4.23-	.00	
121	J-B MECHANICAL	0060191	MAC PAC, BRASS BELL	08/30/2018	99.70	.00	
121	J-B MECHANICAL	0060313	3" CAP PVC	09/07/2018	7.41	.00	
Total 121:					107.11	.00	
131	JACKSON HOLE NEWS & GUID	286979	AD#354799- BID: 19-06 SEWER	10/17/2018	36.68	.00	
131	JACKSON HOLE NEWS & GUID	287209	AD#355235	10/24/2018	452.33	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
131	JACKSON HOLE NEWS & GUID	287287	AD#354612- FPN:HWY 22 INFAS	10/24/2018	85.59	.00	
131	JACKSON HOLE NEWS & GUID	287287	AD#355274- BID: 19-06 SEWER	10/24/2018	36.68	.00	
131	JACKSON HOLE NEWS & GUID	287790	AD#355236- BID: 19-08 HALF TO	10/31/2018	73.36	.00	
131	JACKSON HOLE NEWS & GUID	287987	AD #355851	11/07/2018	243.20	.00	
131	JACKSON HOLE NEWS & GUID	288100	AD#354887	11/07/2018	216.48	.00	
131	JACKSON HOLE NEWS & GUID	288101	AD #355569	11/07/2018	89.66	.00	
131	JACKSON HOLE NEWS & GUID	288102	AD#355568	11/07/2018	89.66	.00	
131	JACKSON HOLE NEWS & GUID	288103	AD#355567	11/07/2018	89.66	.00	
Total 131:					1,413.30	.00	
155	LEONARD PETROLEUM EQUIP	IFIN15972	PO#53629	09/21/2018	20,502.05	.00	
Total 155:					20,502.05	.00	
156	LOWER VALLEY ENERGY INC	1972-078 1018	145 WEST HANSEN	10/31/2018	24.30	.00	
156	LOWER VALLEY ENERGY INC	1972-078 1018	145 WEST HANSEN	10/31/2018	56.69	.00	
156	LOWER VALLEY ENERGY INC	19722079 1018	145 WEST HANSEN	10/31/2018	36.17	.00	
156	LOWER VALLEY ENERGY INC	19722079 1018	145 WEST HANSEN	10/31/2018	67.18	.00	
156	LOWER VALLEY ENERGY INC	19722-102 101	145 WEST HANSEN	10/31/2018	25.22	.00	
156	LOWER VALLEY ENERGY INC	19722-102 101	145 WEST HANSEN	10/31/2018	10.81	.00	
156	LOWER VALLEY ENERGY INC	19722-106	940 simon lane	10/31/2018	113.88	.00	
156	LOWER VALLEY ENERGY INC	19722-333 101	174 n king	10/31/2018	243.75	.00	
156	LOWER VALLEY ENERGY INC	19722-363 101	455 utility	10/31/2018	45.07	.00	
156	LOWER VALLEY ENERGY INC	19722-364 101	55 virginian 65E	10/31/2018	50.51	.00	
156	LOWER VALLEY ENERGY INC	19722-365 101	55 virginian 65g	10/31/2018	28.21	.00	
156	LOWER VALLEY ENERGY INC	19722-367 101	455 vine street #3	10/31/2018	51.19	.00	
156	LOWER VALLEY ENERGY INC	19722-368 101	455 vine street #4	10/31/2018	50.31	.00	
156	LOWER VALLEY ENERGY INC	19722-370 101	2022 WILDFLOWER	10/31/2018	31.85	.00	
156	LOWER VALLEY ENERGY INC	19722-371 101	2022 WILDFLOWER	10/31/2018	65.50	.00	
156	LOWER VALLEY ENERGY INC	1972-345 1018	930 simon lane	10/31/2018	89.85	.00	
156	LOWER VALLEY ENERGY INC	72387	WO#: 72387- SNOW KING DRIV	10/08/2018	149.68	.00	
156	LOWER VALLEY ENERGY INC	92050-131- 09/	92050-131: 195 E DELONEY AV	09/28/2018	197.12	.00	
156	LOWER VALLEY ENERGY INC	92050-131- 10/	92050-131: 195 E DELONEY AV	10/31/2018	261.44	.00	
156	LOWER VALLEY ENERGY INC	92050-355- 09/	92050-355: S CACHE LIGHTING	10/22/2018	65.10	.00	
156	LOWER VALLEY ENERGY INC	92050-356- 09/	92050-356: KARNS MEADOW ST	10/22/2018	868.24	.00	
156	LOWER VALLEY ENERGY INC	92050-359-10/	92050-359 MILLER PARKING LO	11/12/2018	95.61	.00	
156	LOWER VALLEY ENERGY INC	92050-360- 09/	92050-360: 1035 W BROADWAY	10/22/2018	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-361-10/	92050-361 625 wEST bROADWA	11/12/2018	22.90	.00	
156	LOWER VALLEY ENERGY INC	92050-362- 09/	92050-362: STELLARIA LN S HW	10/22/2018	20.44	.00	
156	LOWER VALLEY ENERGY INC	92050-369-10/	1195 s hwy 89 s/o jackson 5959	11/12/2018	9.24	.00	
156	LOWER VALLEY ENERGY INC	92050373 1018	475 West Aspen Drive #2	10/31/2018	112.81	.00	
156	LOWER VALLEY ENERGY INC	92050-382-10/	92050-382 BUDGE DRIVE LIGHT	11/12/2018	8.76	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:177	92050-132: PARKING GARAGE	10/22/2018	688.37	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:177	92050-134: PARKING GARAGE	10/22/2018	28.87	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:177	92050-334: JOSEPHINE LOOP L	10/22/2018	91.03	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:177	92050-336: HIDDEN RANCH PAT	10/22/2018	30.15	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:177	92050-341: HOME RANCH REST	10/22/2018	24.77	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:177	92050-010: ELY SPRINGS RD FI	10/22/2018	4,542.53	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:177	92050-016: HOME RANCH LIGH	10/22/2018	45.33	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:177	92050-020: PATHWAY TUNNEL	10/22/2018	57.55	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:177	92050-126: LIFT STATION B SP	10/22/2018	21.86	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:177	92050-127: LIFT STATION A MAI	10/22/2018	135.46	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:177	92050-130: 3 CRK STREET LIGH	10/22/2018	24.45	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:177	92050-005: CACHE KUDAR LIGH	10/22/2018	55.73	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:177	92050-006: CACGE ST N KIGHTI	10/22/2018	32.47	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-376: 149 E PEARL AVE	10/10/2018	14.25	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-377: 145 E PEARL AVE	10/10/2018	11.71	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-378: 143 E PEARL AVE	10/10/2018	1.71	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-379: 143 E PEARL AVE	10/10/2018	11.71	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-380: 141 E PEARL AVE	10/10/2018	11.85	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-381: 915 SIMON LN	10/10/2018	18.12	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-342: 25 S REDMOND ST L	10/10/2018	31.75	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-353: W DELONEY ST FO	10/10/2018	76.23	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-358: 650 W BDWY PATH	10/10/2018	68.34	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-375: 155 E PEARL AVE	10/10/2018	12.54	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-115: 55 KARNS MEADOW	10/10/2018	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-128: SKA MAINTANCE AR	10/10/2018	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-332: N GLENWOOD MCC	10/10/2018	29.75	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-335: N CACHE & N GLEN	10/10/2018	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-060: SOUTH GARAGE	10/10/2018	22.73	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-061: PUBLIC WORKS	10/10/2018	183.43	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-082: E STORAGE BLDG.	10/10/2018	30.91	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-092: 3150 ADAMS CANYO	10/10/2018	77.85	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-094: SNOW KING AVE W	10/10/2018	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-111: PEARL/WILLOW ST	10/10/2018	17.60	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-052: WELLS TOWN OF JA	10/10/2018	3,341.80	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-053: WELLS #2 & #3	10/10/2018	1,265.90	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-054: CITY WELLELK RUN	10/10/2018	23.74	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-055: CITY WELLELK RUN	10/10/2018	44.21	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-056: CITY WELLELK RUN	10/10/2018	9.42	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-059: POLICE GARAGE	10/10/2018	11.46	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-036: ST LT LOTS 12, 13	10/10/2018	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-039: ST LT LOTS 86, 87	10/10/2018	18.56	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-040: ST LT LOTS 90, 91	10/10/2018	19.67	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-041: ST LT LOTS 99, 101	10/10/2018	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-043: ST LT LOTS 68, 69	10/10/2018	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-044: SNOW KING ESTAT	10/10/2018	202.39	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-028: ST LT LOTS 26, 27	10/10/2018	18.25	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-030: ST LT LOTS 95, 96	10/10/2018	18.25	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-031: ST LT LOTS 38, 39	10/10/2018	18.31	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-032: ST LT LOTS 88, 89	10/10/2018	18.50	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-034: ST LT LOTS 80, 81	10/10/2018	17.35	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-035: ST LT COTTONWOO	10/10/2018	18.56	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-018: JBP SEWER LIFT PU	10/10/2018	19.21	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-019: LIFT PUMP COTTON	10/10/2018	49.85	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-023: RANGERVUE ST LT	10/10/2018	18.64	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-024: SEWER LIFT PUMP	10/10/2018	17.79	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-026: 450 SNOW KING AV	10/10/2018	70.53	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-027: ST LT LOTS 20, 21	10/10/2018	18.64	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-091: 665 FLAT CREEK CR	10/10/2018	16.31	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-002: ANIMAL SHELTER	10/10/2018	199.60	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-003: ASPEN HIGHLAND P	10/10/2018	230.83	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-008: CEMETARY	10/10/2018	17.35	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-41	92050-014: HEAT TAPE	10/10/2018	89.15	.00	
Total 156:					15,104.41	.00	
215	RED'S AUTO GLASS, INC.	I035524	LABOR INSTALL WINDSHIELD	10/29/2018	95.00	.00	
Total 215:					95.00	.00	
226	O'RYAN CLEANERS	1000805-11-01	DRY CLEANING	11/11/2018	204.95	.00	
Total 226:					204.95	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
257	NAPA AUTO PARTS INC.	803156	CLIP	09/13/2018	5.29	.00	
257	NAPA AUTO PARTS INC.	803189	LIGHTS	09/13/2018	103.02	.00	
257	NAPA AUTO PARTS INC.	806137	BATTERY BOX	09/27/2018	15.59	.00	
257	NAPA AUTO PARTS INC.	808593	FUSE BLOCK	10/09/2018	259.98	.00	
257	NAPA AUTO PARTS INC.	808747	BRAKE PADS, BRAKE ROTORS	10/09/2018	176.07	.00	
257	NAPA AUTO PARTS INC.	808848	COMB WRENCJ	10/10/2018	11.99	.00	
257	NAPA AUTO PARTS INC.	809233	COUPLER, ADAPTER	10/11/2018	42.45	.00	
257	NAPA AUTO PARTS INC.	809436	ADAPTERS	10/12/2018	1.85	.00	
257	NAPA AUTO PARTS INC.	809441	LAMP	10/12/2018	91.24	.00	
257	NAPA AUTO PARTS INC.	810341	STICKER, CEMENT, VAL CAP	10/17/2018	51.18	.00	
257	NAPA AUTO PARTS INC.	810491	NAPA OIL FILTERS, AIR FILTER	10/17/2018	314.22	.00	
257	NAPA AUTO PARTS INC.	810613	CONVEX SPOT MIRROR	10/18/2018	46.49	.00	
257	NAPA AUTO PARTS INC.	810725	BUTT CONNECTOR	10/18/2018	150.50	.00	
257	NAPA AUTO PARTS INC.	811350	FITTINGS	10/22/2018	3.27	.00	
257	NAPA AUTO PARTS INC.	811578	U-BOLTS	10/23/2018	8.36	.00	
257	NAPA AUTO PARTS INC.	811597	AUTOMATIC TRANSMISSION	10/23/2018	37.36	.00	
257	NAPA AUTO PARTS INC.	811809	BALDE	10/24/2018	79.96	.00	
257	NAPA AUTO PARTS INC.	811843	SNAP RING PLIERS TIP	10/24/2018	17.89	.00	
257	NAPA AUTO PARTS INC.	812253	SOCKETS, COMB WRENCH	10/26/2018	67.58	.00	
257	NAPA AUTO PARTS INC.	813153	ADAPTER, COUPLER, FITTING	10/10/2018	13.61	.00	
257	NAPA AUTO PARTS INC.	813298	CREDIT: RETURN SOCKETS, C	10/31/2018	67.58-	.00	
257	NAPA AUTO PARTS INC.	813373	WRENCH	11/01/2018	48.99	.00	
257	NAPA AUTO PARTS INC.	813674	SOCKET	11/02/2018	31.61	.00	
257	NAPA AUTO PARTS INC.	814357	ADAPTERS	11/06/2018	15.50	.00	
257	NAPA AUTO PARTS INC.	814359	ADAPTERS	11/06/2018	19.08	.00	
257	NAPA AUTO PARTS INC.	814381	SHOP TOWELS	11/06/2018	92.70	.00	
257	NAPA AUTO PARTS INC.	814412	APPLICATOR	11/06/2018	4.49	.00	
257	NAPA AUTO PARTS INC.	815197	SOCKETS	11/09/2018	14.97	.00	
Total 257:					1,657.66	.00	
268	TETON MOTORS INC	5087626	HOSE, SEAL	10/04/2018	84.98	.00	
268	TETON MOTORS INC	5087635	SEAL	10/05/2018	6.85	.00	
268	TETON MOTORS INC	5087696	BELT KIT	10/11/2018	142.40	.00	
268	TETON MOTORS INC	5087749	BEARING, GASKEY, SEAL, SHO	10/15/2018	173.51	.00	
268	TETON MOTORS INC	5087762	BEARING, SHOE KIT	10/16/2018	108.47	.00	
268	TETON MOTORS INC	6136376	AIRBAG LIGHT ON-	10/22/2018	649.49	.00	
Total 268:					1,165.70	.00	
392	TETON LITERACY CENTER	110218	1ST QUARTER FUNDING	11/02/2018	4,087.50	.00	
Total 392:					4,087.50	.00	
406	WYOMING LAW ENFORCEMEN	110518	37 STATE CASES OET COLLEC	11/05/2018	185.00	.00	
Total 406:					185.00	.00	
425	ACE EQUIPMENT & SUPPLY	167381	ALL PRO P/W STRIP SET, FRT	10/26/2018	502.30	.00	
Total 425:					502.30	.00	
552	RENDEZVOUS ENGINEERING,	20798	JOB #: 18-023- TOJ WWTP STO	10/31/2018	2,316.95	.00	
Total 552:					2,316.95	.00	
563	WESTBANK SANITATION	2975813	940 Simon Lane	11/01/2018	48.22	.00	
563	WESTBANK SANITATION	2976313	WWTP- TRASH SERVICE FOR	11/01/2018	629.80	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 563:					678.02	.00	
581	TETON COUNTY INTEGRATED	3416	HAZARDOUS WASTE DISPOSA	10/22/2018	4.00	.00	
Total 581:					4.00	.00	
668	FREEDOM MAILING SERVICE I	34684	BUSINESS LICENSE	10/30/2018	917.36	.00	
668	FREEDOM MAILING SERVICE I	34685	CONTRACTOR LICENSE BILLIN	10/30/2018	212.75	.00	
668	FREEDOM MAILING SERVICE I	34720	UTILITY BILLING	11/02/2018	892.09	.00	
668	FREEDOM MAILING SERVICE I	34720	UTILITY BILLING	11/02/2018	892.09	.00	
668	FREEDOM MAILING SERVICE I	34720	UTILITY BILLING	11/02/2018	.01-	.00	
Total 668:					2,914.28	.00	
708	DELTA DENTAL PLAN OF WYO	110218	OCTOBER CLAIMS	11/02/2018	4,807.60	4,807.60	11/08/2018
Total 708:					4,807.60	4,807.60	
858	JACKSON HOLE COMMUNITY H	111218	RELEASE BONDB16-0285 B16-0	11/12/2018	10,000.00	.00	
Total 858:					10,000.00	.00	
1022	GALLS INC.	010995894	BATTERIES	10/15/2018	68.00	.00	
Total 1022:					68.00	.00	
1081	JACK'S TIRE & OIL	671885-37	315/80R22.5 MICHELIN XDN2 L	11/12/2018	5,536.00	.00	
Total 1081:					5,536.00	.00	
1134	ENERGY LABORATORIES INC.	193468	INFLUENT	10/24/2018	59.00	.00	
1134	ENERGY LABORATORIES INC.	194973	INFLUENT, EFFLUENT, CELL 1,	10/31/2018	280.50	.00	
1134	ENERGY LABORATORIES INC.	196469	INFLUENT, EFFLUENT	11/07/2018	106.00	.00	
Total 1134:					445.50	.00	
1165	GRAFIX SHOPPE INC.	123357	REFLECTIVE BUMPER STRIPE	09/17/2018	65.62	.00	
Total 1165:					65.62	.00	
1355	TETON COUNTY TRANSFER ST	394380	TRASH	11/02/2018	94.00	.00	
1355	TETON COUNTY TRANSFER ST	394425	DIM/LUMBER	11/02/2018	23.00	.00	
1355	TETON COUNTY TRANSFER ST	395192	DIM/LUMBER	11/09/2018	35.00	.00	
Total 1355:					152.00	.00	
1504	ONE CALL OF WYOMING	50134	TICKETS FOR OCTOBER 2018	11/04/2018	126.75	.00	
1504	ONE CALL OF WYOMING	50134	TICKETS FOR OCTOBER 2018	11/04/2018	126.75	.00	
Total 1504:					253.50	.00	
1505	SPRING CREEK ANIMAL HOSPI	624931502	RABIES	10/02/2018	15.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	624931582	SULLY CARE	10/04/2018	37.59	.00	
1505	SPRING CREEK ANIMAL HOSPI	624931583	RABIES	10/04/2018	15.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	624932614	RABIES	10/23/2018	15.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	624932614	NEUTER	10/23/2018	134.28	.00	
1505	SPRING CREEK ANIMAL HOSPI	624932858	MULTICARE FOOD	10/26/2018	60.78	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1505	SPRING CREEK ANIMAL HOSPI	624933127	NEUTER	10/31/2018	65.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	624933127	RABIES	10/31/2018	15.00	.00	
Total 1505:					357.65	.00	
1560	BLUE SPRUCE CLEANERS,INC	110118	DRY CLEANING	11/01/2018	481.45	.00	
Total 1560:					481.45	.00	
1640	WESTERN STATES	CM00059938	CREIDT: OW-20 ARTIC OIL 55G	10/24/2018	2,104.52-	.00	
1640	WESTERN STATES	CM00059939	STRIP WEAR	10/24/2018	394.72-	.00	
1640	WESTERN STATES	IN0000802784	STRIP-WAER	10/24/2018	394.72	.00	
1640	WESTERN STATES	IN000788552	OW-20 ARTIC OIL 55G	10/08/2018	2,104.52	.00	
1640	WESTERN STATES	IN000796017	STRIP WEAR	10/16/2018	394.72	.00	
1640	WESTERN STATES	IN000802775	OW-20 ARTIC OIL 55 G	10/24/2018	2,104.52	.00	
Total 1640:					2,499.24	.00	
2175	DIVISION OF VICTIM SERVICES	110518	Crime Victim Surcharge	11/05/2018	450.00	.00	
Total 2175:					450.00	.00	
2197	IIMC	110518	member	11/05/2018	195.00	.00	
Total 2197:					195.00	.00	
2213	ALPHAGRAPHICS BOZEMAN	13364011	2019 TAXI LABELS	10/25/2018	220.00	.00	
Total 2213:					220.00	.00	
2485	KENWORTH SALES COMPANY	IDFIN3095899	CRANKCASE, FILTER-CRANKC	11/12/2018	930.36	.00	
Total 2485:					930.36	.00	
2556	TETON WATER WORKS	110518	RESTITUTION CASE#17-07-000	11/05/2018	100.00	.00	
Total 2556:					100.00	.00	
2597	RUSCHILL, RUSSELL	110518	GIFTS FOR CMU BANQUET	11/05/2018	254.95	.00	
Total 2597:					254.95	.00	
2696	BISCO	1430107	CAHIN W/SAFETY LATCH HOO	10/19/2018	255.75	.00	
2696	BISCO	1432810	SYLON SLING TWIST EYE, SPA	10/19/2018	217.80	.00	
2696	BISCO	1433533	CLEVIS GRAB HOOK 3/8" W/HO	10/22/2018	38.51	.00	
Total 2696:					512.06	.00	
2758	RANCH INN	101918	VICTIM SERVICES	10/19/2018	200.00	.00	
Total 2758:					200.00	.00	
2842	YELLOW IRON EXCAVATION, L	31817	vine street	10/31/2018	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	31817	vine street	10/31/2018	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	31817	455 VINE street	10/31/2018	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	31817	455 VINE street	10/31/2018	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	31920	TRASH REMOVAL @ 155 E PEA	10/31/2018	120.00	.00	
2842	YELLOW IRON EXCAVATION, L	31922	TRASH REMOVAL OCTOBER 20	10/31/2018	200.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2842	YELLOW IRON EXCAVATION, L	31923	TRASH REMOVAL OCTOBER 20	10/31/2018	325.00	.00	
2842	YELLOW IRON EXCAVATION, L	31924	TRASH REMOVAL @ START BU	10/31/2018	200.00	.00	
Total 2842:					915.00	.00	
2850	LDA INC.	1572	SHIPPING- WATER SAMPLES	11/12/2018	59.86	.00	
2850	LDA INC.	5814	SHIPPING- WATER SAMPLES	10/09/2018	60.34	.00	
2850	LDA INC.	6168	SHIPPING- FLEET- PRE VEHICL	10/15/2018	12.65	.00	
Total 2850:					132.85	.00	
2876	CAST	1172	CAST DINNER BOB LENZ	11/05/2018	55.00	.00	
Total 2876:					55.00	.00	
3001	CREATIVE ENERGIES, LLC	18-09 #2	PROJ: GOVERMENT AGENCY S	10/31/2018	28,955.63	.00	
3001	CREATIVE ENERGIES, LLC	18-09 #2	PROJ: GOVERMENT AGENCY S	10/31/2018	68,934.35	.00	
Total 3001:					97,889.98	.00	
3162	TETON TRASH REMOVAL, INC.	18 NOV 876	TRASH 145 west hansen 2a	11/01/2018	42.50	.00	
Total 3162:					42.50	.00	
3194	HARRINGTON, STEVE	111518	picking up MCI from CA	11/15/2018	99.62	.00	
Total 3194:					99.62	.00	
3237	MCI FLEET SUPPORT, INC.	3714894	KIT-MOTOR EVA, PUMP COOLA	10/31/2018	2,822.86	.00	
3237	MCI FLEET SUPPORT, INC.	3720250	WINSHIELD DRVR SIDE LH W/M	11/12/2018	1,371.99	.00	
Total 3237:					4,194.85	.00	
3303	BRISTOL, JAMES	6275	TOWN CLERK LETTERHEAD	11/02/2018	235.00	.00	
3303	BRISTOL, JAMES	6278	BUSINESS CARDS- FLOREN PO	11/07/2018	35.00	.00	
Total 3303:					270.00	.00	
3362	STICKNEY, ARLEN	101818	REIMBURSEMENT DOT PHYSIC	11/15/2018	175.00	.00	
Total 3362:					175.00	.00	
3408	E.R. OFFICE EXPRESS	10905	INDEX TABS	11/06/2018	2.95	.00	
3408	E.R. OFFICE EXPRESS	10905	FILE FOLDERS	11/06/2018	107.06	.00	
3408	E.R. OFFICE EXPRESS	10967	copy paper	11/12/2018	223.33	.00	
Total 3408:					333.34	.00	
3420	VISA	1065 1118	WYOMING STATE BAR	10/24/2018	380.00	380.00	11/13/2018
3420	VISA	1065 1118	MOE'S BBQ	10/24/2018	91.84	91.84	11/13/2018
3420	VISA	1065 1118	WYOMING STATE BAR	10/24/2018	242.50	242.50	11/13/2018
3420	VISA	1065 1118	USPS	10/24/2018	3.75	3.75	11/13/2018
3420	VISA	1115 1118	SHELL	10/24/2018	34.02	34.02	11/13/2018
3420	VISA	1115 1118	AVANTI RESORT	10/24/2018	54.00	54.00	11/13/2018
3420	VISA	1115 1118	SLC AIRPORT PARKING	10/24/2018	108.00	108.00	11/13/2018
3420	VISA	1115 1118	SIDEWINDERS	10/24/2018	110.85	110.85	11/13/2018
3420	VISA	1115 1118	COPPER CANYON GRILL	10/24/2018	28.50	28.50	11/13/2018
3420	VISA	1115 1118	IACP	10/24/2018	150.00	150.00	11/13/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		1115 1118	BAHAMA BREEZE	10/24/2018	20.03	20.03	11/13/2018
3420 VISA		1115 1118	DENNY'S	10/24/2018	15.77	15.77	11/13/2018
3420 VISA		1115 1118	MAGGIANOS	10/24/2018	31.54	31.54	11/13/2018
3420 VISA		1115 1118	POINT ORLANDO	10/24/2018	8.00	8.00	11/13/2018
3420 VISA		1115 1118	SENR FROGS	10/24/2018	31.90	31.90	11/13/2018
3420 VISA		1123 1118	GLOW UNIVERSE	10/24/2018	251.82	251.82	11/13/2018
3420 VISA		1123 1118	TIPS/HEALTH	10/24/2018	75.00	75.00	11/13/2018
3420 VISA		1123 1118	PROMOTIONS NOW	10/24/2018	674.60	674.60	11/13/2018
3420 VISA		1123 1118	DIY LETTERING	10/24/2018	206.36	206.36	11/13/2018
3420 VISA		1164 1118	TETON TAILS	10/24/2018	101.00	101.00	11/13/2018
3420 VISA		1164 1118	PEARL STREET BAGELS	10/24/2018	44.00	44.00	11/13/2018
3420 VISA		1214 1118	EXXON	10/24/2018	17.68	17.68	11/13/2018
3420 VISA		1214 1118	MARRIOTT	10/24/2018	382.01	382.01	11/13/2018
3420 VISA		1214 1118	PIT STOP	10/24/2018	116.87	116.87	11/13/2018
3420 VISA		1214 1118	COMFORT SUITES	10/24/2018	79.00	79.00	11/13/2018
3420 VISA		1214 1118	HOLIDAY INN	10/24/2018	434.80	434.80	11/13/2018
3420 VISA		1214 1118	DQ	10/24/2018	27.49	27.49	11/13/2018
3420 VISA		1214 1118	ENTERPRISE	10/24/2018	420.66	420.66	11/13/2018
3420 VISA		1214 1118	PILOT	10/24/2018	338.66	338.66	11/13/2018
3420 VISA		1214 1118	CENEX	10/24/2018	35.43	35.43	11/13/2018
3420 VISA		1214 1118	CENEX	10/24/2018	48.00	48.00	11/13/2018
3420 VISA		1214 1118	TRAVEL CENTER	10/24/2018	17.65	17.65	11/13/2018
3420 VISA		1214 1118	TRAVEL CENTER	10/24/2018	3.05	3.05	11/13/2018
3420 VISA		1214 1118	BP FUEL	10/24/2018	23.59	23.59	11/13/2018
3420 VISA		1214 1118	COMFORT SUITES	10/24/2018	79.00	79.00	11/13/2018
3420 VISA		1214 1118	COMFORT SUITES	10/24/2018	79.00	79.00	11/13/2018
3420 VISA		1214 1118	CASPER STAR TRIBUNE	10/24/2018	84.92	84.92	11/13/2018
3420 VISA		1214 1118	VILLAGE CAFE	10/24/2018	43.03	43.03	11/13/2018
3420 VISA		1214 1118	OLD CHICAGO	10/24/2018	50.49	50.49	11/13/2018
3420 VISA		1214 1118	TACO BELL	10/24/2018	16.32	16.32	11/13/2018
3420 VISA		1214 1118	FAST STOP	10/24/2018	42.00	42.00	11/13/2018
3420 VISA		1255 1118	EVIDENT	10/24/2018	81.62	81.62	11/13/2018
3420 VISA		1255 1118	CREIDT	10/24/2018	102.75-	102.75-	11/13/2018
3420 VISA		1255 1118	DOLLAR TREE	10/24/2018	31.80	31.80	11/13/2018
3420 VISA		2030 1118	LOAF N JUG	10/24/2018	46.83	46.83	11/13/2018
3420 VISA		2030 1118	TEXAS ROADHOUSE	10/24/2018	104.86	104.86	11/13/2018
3420 VISA		2030 1118	TAYLOR CREEK STORE	10/24/2018	56.73	56.73	11/13/2018
3420 VISA		2030 1118	CONOCO	10/24/2018	67.27	67.27	11/13/2018
3420 VISA		2030 1118	MCDONALDS	10/24/2018	7.20	7.20	11/13/2018
3420 VISA		2030 1118	MCDONALDS	10/24/2018	17.08	17.08	11/13/2018
3420 VISA		2030 1118	EXXON	10/24/2018	29.11	29.11	11/13/2018
3420 VISA		2030 1118	EXXON	10/24/2018	30.49	30.49	11/13/2018
3420 VISA		2030 1118	TRAVEL EXPENSES	10/24/2018	76.11	76.11	11/13/2018
3420 VISA		2030 1118	HONKERS	10/24/2018	47.54	47.54	11/13/2018
3420 VISA		2030 1118	SAWTOOTH INN	10/24/2018	529.16	529.16	11/13/2018
3420 VISA		4564 1118	WORLD BLOCK	10/24/2018	222.12	222.12	11/13/2018
3420 VISA		4564 1118	UPS	10/24/2018	19.98	19.98	11/13/2018
3420 VISA		4564 1118	JACKSON HOLE MARKET	10/24/2018	15.00	15.00	11/13/2018
3420 VISA		5207 1118	AMERICAN ASSOC OF POLICE	10/24/2018	125.00	125.00	11/13/2018
3420 VISA		5207 1118	LOAF N JUG	10/24/2018	50.11	50.11	11/13/2018
3420 VISA		5207 1118	KFC	10/24/2018	9.44	9.44	11/13/2018
3420 VISA		5207 1118	PIT STOP	10/24/2018	33.13	33.13	11/13/2018
3420 VISA		5207 1118	MAVERICK	10/24/2018	34.95	34.95	11/13/2018
3420 VISA		5207 1118	KFC	10/24/2018	11.01	11.01	11/13/2018
3420 VISA		5207 1118	TEXAS ROADHOUSE	10/24/2018	42.68	42.68	11/13/2018
3420 VISA		5207 1118	AMERICAN ASSOC OF POLICE	10/24/2018	1,280.00	1,280.00	11/13/2018
3420 VISA		5207 1118	ANTLANTIS HOTEL	10/24/2018	335.60	335.60	11/13/2018
3420 VISA		5215 1118	JHNG	10/24/2018	460.80	460.80	11/13/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		5215 1118	CREDIT	10/24/2018	564.19-	564.19-	11/13/2018
3420 VISA		5215 1118	CREDIT	10/24/2018	41.41-	41.41-	11/13/2018
3420 VISA		5215 1118	DOMINO'S	10/24/2018	43.87	43.87	11/13/2018
3420 VISA		5215 1118	ANTLER INN	10/24/2018	76.00	76.00	11/13/2018
3420 VISA		5215 1118	STITCH AMERICA	10/24/2018	659.88	659.88	11/13/2018
3420 VISA		5215 1118	SMITH'S	10/24/2018	32.97	32.97	11/13/2018
3420 VISA		5215 1118	COCA COLA	10/24/2018	40.75	40.75	11/13/2018
3420 VISA		5397 1118	PINKY G'S	10/24/2018	88.59	88.59	11/13/2018
3420 VISA		5397 1118	PINKY G'S	10/24/2018	78.25	78.25	11/13/2018
3420 VISA		5397 1118	ETSY	10/24/2018	40.15	40.15	11/13/2018
3420 VISA		5397 1118	ETSY	10/24/2018	4.00-	4.00-	11/13/2018
3420 VISA		5397 1118	SEATTLE TIMES	10/24/2018	475.00	475.00	11/13/2018
3420 VISA		5397 1118	AMERICAN PUBLIC WORKS	10/24/2018	400.00	400.00	11/13/2018
3420 VISA		5397 1118	BOXWOOD TECH	10/24/2018	495.00	495.00	11/13/2018
3420 VISA		5397 1118	NACWA	10/24/2018	300.00	300.00	11/13/2018
3420 VISA		5397 1118	COOLWORKS	10/24/2018	139.00	139.00	11/13/2018
3420 VISA		5397 1118	PEARL STREET	10/24/2018	16.63	16.63	11/13/2018
3420 VISA		5397 1118	STAPLES	10/24/2018	31.98	31.98	11/13/2018
3420 VISA		5397 1118	LUCKU	10/24/2018	16.11	16.11	11/13/2018
3420 VISA		5397 1118	PINKY G'S	10/24/2018	101.19	101.19	11/13/2018
3420 VISA		5397 1118	SIDEWINDERS	10/24/2018	10.00	10.00	11/13/2018
3420 VISA		6098 1118	THE LODGE AT JACKSON HOL	10/24/2018	3,000.00	3,000.00	11/13/2018
3420 VISA		6098 1118	UNITED AIRLINES	10/24/2018	339.96	339.96	11/13/2018
3420 VISA		6106 1118	WPY MOUNTAIN RESORT	10/24/2018	350.00	350.00	11/13/2018
3420 VISA		6684 1118	LARRY TRAVEL EXPENSES TO	10/24/2018	2,345.28	2,345.28	11/13/2018
3420 VISA		6817 1118	5.11 TACTICAL	10/24/2018	2,227.61	2,227.61	11/13/2018
3420 VISA		6817 1118	STAPLES	10/24/2018	176.38	176.38	11/13/2018
3420 VISA		6817 1118	5.11 TACTICAL	10/24/2018	79.49	79.49	11/13/2018
3420 VISA		6817 1118	CREDIT	10/24/2018	100.00-	100.00-	11/13/2018
3420 VISA		6817 1118	STAPLES	10/24/2018	29.66	29.66	11/13/2018
3420 VISA		6817 1118	TIP HEALTH COMMUNICATION	10/24/2018	75.00	75.00	11/13/2018
3420 VISA		6825 1118	PIZZA CALDERA	10/24/2018	.00	.00	
3420 VISA		6825 1118	HOMEWOOD SUITES	10/24/2018	291.54	291.54	11/13/2018
3420 VISA		6825 1118	HOMEWOOD SUITES	10/24/2018	437.31	437.31	11/13/2018
3420 VISA		6825 1118	TRAVEL EXPENSES	10/24/2018	81.51	81.51	11/13/2018
3420 VISA		6825 1118	WENDY'S	10/24/2018	7.54	7.54	11/13/2018
3420 VISA		6825 1118	THE MIDDLE FORK	10/24/2018	27.15	27.15	11/13/2018
3420 VISA		6825 1118	PIZZA CALDERA	10/24/2018	45.46	45.46	11/13/2018
3420 VISA		6825 1118	MCDONALDS	10/24/2018	5.34	5.34	11/13/2018
3420 VISA		6825 1118	SAFEWAY	10/24/2018	9.98	9.98	11/13/2018
3420 VISA		6825 1118	EL SOL	10/24/2018	19.00	19.00	11/13/2018
3420 VISA		6825 1118	exxon	10/24/2018	44.98	44.98	11/13/2018
3420 VISA		6825 1118	GANNETT GRILL	10/24/2018	21.79	21.79	11/13/2018
3420 VISA		6908 1118	IT EXPENSES	10/24/2018	4,613.26	4,613.26	11/13/2018
3420 VISA		7294 1118	ANIMAL SHELTER SUPPLIES	10/24/2018	123.98	123.98	11/13/2018
3420 VISA		7294 1118	ANIMAL SHELTER SUPPLIES	10/24/2018	340.74	340.74	11/13/2018
3420 VISA		8144 1118	SMITHS	10/24/2018	5.94	5.94	11/13/2018
3420 VISA		8144 1118	SMITHS	10/24/2018	23.76	23.76	11/13/2018
3420 VISA		8144 1118	TETON TAILS	10/24/2018	68.18	68.18	11/13/2018
3420 VISA		8144 1118	HACH COMPANY	10/24/2018	901.47	901.47	11/13/2018
3420 VISA		8144 1118	AMAZON DUCT FAN	10/24/2018	207.01	207.01	11/13/2018
3420 VISA		8144 1118	AMAZON SPRING BASE	10/24/2018	169.16	169.16	11/13/2018
3420 VISA		8144 1118	CENTRO	10/24/2018	396.80	396.80	11/13/2018
3420 VISA		8144 1118	YSI	10/24/2018	30.00	30.00	11/13/2018
3420 VISA		8185 1118	HILLVIEW	10/24/2018	20.00	20.00	11/13/2018
3420 VISA		8185 1118	JIMMY JOHNS	10/24/2018	11.19	11.19	11/13/2018
3420 VISA		8185 1118	PANDA EXPRESS	10/24/2018	11.55	11.55	11/13/2018
3420 VISA		8185 1118	CHICAGO CONNECTION	10/24/2018	26.99	26.99	11/13/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	8185 1118	CHICK FIL A	10/24/2018	9.42	9.42	11/13/2018
3420	VISA	8185 1118	FLYING PIE PIZZA	10/24/2018	29.71	29.71	11/13/2018
3420	VISA	8185 1118	SHELL	10/24/2018	17.02	17.02	11/13/2018
3420	VISA	8185 1118	CREEKSIDE MARKET	10/24/2018	64.00	64.00	11/13/2018
3420	VISA	8185 1118	POPEYES	10/24/2018	11.74	11.74	11/13/2018
3420	VISA	8185 1118	COMFORT SUITES	10/24/2018	372.00	372.00	11/13/2018
3420	VISA	8185 1118	SMOKEY MTN PIZZA	10/24/2018	19.63	19.63	11/13/2018
3420	VISA	8185 1118	TEXACO	10/24/2018	43.00	43.00	11/13/2018
3420	VISA	8185 1118	THE STUFFED OLICE	10/24/2018	52.96	52.96	11/13/2018
3420	VISA	8185 1118	ID STATESMAN	10/24/2018	69.92	69.92	11/13/2018
3420	VISA	8185 1118	UPS STORE	10/24/2018	15.65	15.65	11/13/2018
Total 3420:					28,271.83	28,271.83	
3487	ARCHITECTURAL BUILDING SU	7891518	18 CR D STY LH, CR SW1 LH, L	11/02/2018	641.85	.00	
Total 3487:					641.85	.00	
3512	PARKSON CORPORATION	AR1/51022947	AG REBUILD OF AG-1643RP	09/21/2018	47,567.00	.00	
Total 3512:					47,567.00	.00	
3527	UPS	0000129VW44	SHIPPING CHARGE-POLICE	10/27/2018	28.50	.00	
Total 3527:					28.50	.00	
3580	WILSON, JOSH	1062645-FD	REIMBURSEMENT FOR SAFETY	09/26/2018	250.00	.00	
Total 3580:					250.00	.00	
3596	ADVANCED GLASS TRIM, LLC	25843	WINDSHIELD #1039 2015 CHEV	11/07/2018	330.00	.00	
Total 3596:					330.00	.00	
3619	WY CHILD SUPPORT ENFORCE	110818	case #209790 GALLEGHER	11/08/2018	146.76	146.76	11/08/2018
Total 3619:					146.76	146.76	
3841	MIKE'S OILFIELD SERVICES IN	101828	HYDROVAC TRUCK AND JETTE	10/25/2018	3,834.00	.00	
Total 3841:					3,834.00	.00	
3876	FITZGERALD, TODD	1257	CUTTING DOWN 4 COTTONWO	11/02/2018	2,839.00	.00	
Total 3876:					2,839.00	.00	
4044	IDAHO FALLS PETERBILT	492590	2XL ORANGE & LX ORANGE	10/30/2018	76.40	.00	
Total 4044:					76.40	.00	
4212	GILLIG LLC	40513391	BULB	01/03/1818	449.32	.00	
4212	GILLIG LLC	40515627	DOUBLE CHECK VALVE, QUICK	11/07/2018	185.66	.00	
4212	GILLIG LLC	40516933	LAMP ASM, MARKER RED AND	11/12/2018	360.00	.00	
Total 4212:					994.98	.00	
4292	Commercial Tire-ID Falls	114461	BLIZZAK DMV2 (8)	11/08/2018	1,502.32	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4292:					1,502.32	.00	
4294	FIRE SERVICES OF IDAHO	43140P-1	ANNUAL FIRE ALARM INSPECTI	10/31/2018	200.00	.00	
4294	FIRE SERVICES OF IDAHO	43140P-2	ANNUAL FIRE ALARM INSPECTI	10/31/2018	200.00	.00	
4294	FIRE SERVICES OF IDAHO	43140P-3	ANNUAL FIRE ALARM INSPECTI	10/31/2018	200.00	.00	
4294	FIRE SERVICES OF IDAHO	43140P-4	ANNUAL FIRE ALARM INSPECTI	10/31/2018	200.00	.00	
4294	FIRE SERVICES OF IDAHO	43140P-5	ANNUAL FIRE ALARM INSPECTI	10/31/2018	200.00	.00	
Total 4294:					1,000.00	.00	
4320	WARNER TRUCK CENTER	X101218398:0	ICP TURBOCHARGER KIT,	10/09/2018	4,691.22	.00	
4320	WARNER TRUCK CENTER	X101220343:0	TEMP SENSOR, FRT	10/15/2018	142.00	.00	
4320	WARNER TRUCK CENTER	X101220663:0	WATER PUMP KIT, FRT	10/16/2018	160.86	.00	
4320	WARNER TRUCK CENTER	X101221482:0	EASY SOX	10/18/2018	449.97	.00	
4320	WARNER TRUCK CENTER	X101222583:0	ICP TURBO CHARGE KIT	10/22/2018	955.94-	.00	
4320	WARNER TRUCK CENTER	X101222587:0	CREDIT: EGR COOLER KIT, INJ	10/22/2018	2,126.02-	.00	
4320	WARNER TRUCK CENTER	X101222588:0	WATER PUMP KIT	10/22/2018	301.72-	.00	
4320	WARNER TRUCK CENTER	X101223370:0	RLS FRT, SENSOR, NITROGEN	10/24/2018	484.55	.00	
4320	WARNER TRUCK CENTER	X101223977:0	NITROGEN OXIDE SENSOR, NI	10/25/2018	566.88	.00	
4320	WARNER TRUCK CENTER	X101224865:0	AIR FUEL THROTTLE VAVLE	10/29/2018	172.42	.00	
4320	WARNER TRUCK CENTER	X101226696:0	WATER PUMP KIT	11/05/2018	160.86	.00	
Total 4320:					3,445.08	.00	
4371	PROFORCE LAW ENFORCEME	359950	TAC GUN MOUNT	10/29/2010	495.55	.00	
4371	PROFORCE LAW ENFORCEME	360586	smart weapon,card and power ma	11/05/2018	2,865.30	.00	
4371	PROFORCE LAW ENFORCEME	360955	mags	11/09/2018	409.00	.00	
Total 4371:					3,769.85	.00	
4401	MEYRING & ASSOCIATES, INC	I9001	PROJ: PUBLIC WORKS- INSTAL	10/17/2018	2,970.00	.00	
Total 4401:					2,970.00	.00	
4473	BROWER PSYCHOLOGICAL SE	1254	on day conference	11/12/2018	3,423.82	.00	
Total 4473:					3,423.82	.00	
4485	BLISS CARGO	12390	DELIVERY FROM BISCO	10/29/2018	25.75	.00	
Total 4485:					25.75	.00	
4691	SCHOW'S TRUCK CENTER	C005040892:0	16.5X6 ROC Q+	10/10/2018	161.12	.00	
4691	SCHOW'S TRUCK CENTER	C005040938:0	AIR DRYER, CART KIT, AD-9 PU	10/23/2018	864.50	.00	
Total 4691:					1,025.62	.00	
4699	SNAKE RIVER ROASTING	603912	COFFEE: MAIN PW AND STREE	10/30/2018	96.90	.00	
4699	SNAKE RIVER ROASTING	604093	coffee	11/12/2018	53.30	.00	
4699	SNAKE RIVER ROASTING	604147	COFFEE	11/12/2018	48.45	.00	
Total 4699:					198.65	.00	
4709	FLEETPRIDE	12116039	REUSABLE COUPLING, IN-BOU	10/25/2018	153.81	.00	
4709	FLEETPRIDE	12754760	STUCCHI MALE QUICK COUPL	10/30/2018	199.92	.00	
4709	FLEETPRIDE	13925368	43 SRS FEM JIC SWIVEL	11/06/2018	67.20	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4709:					420.93	.00	
4723	RON'S TOWING	10660	TOWING- ZAMIBONE	10/18/2018	175.00	.00	
Total 4723:					175.00	.00	
4831	SCHAEFFER MFG. CO	PXG2913-INV1	55 GAL DRUM- SUPREME 9000	10/17/2018	1,264.45	.00	
Total 4831:					1,264.45	.00	
4848	WAMCO LAB, INC.	13707	WO#: 13010- FULL EFFLUENT A	10/17/2018	900.00	.00	
Total 4848:					900.00	.00	
4869	RIDGELINE EXCAVATION INC	4674	JOB: SNOW KING SERWER AS	10/22/2018	4,101.60	.00	
Total 4869:					4,101.60	.00	
4887	CONTROL SYSTEM TECHNOLO	9114	CONTROL HARDWARE- PLC ET	10/23/2018	2,960.00	.00	
4887	CONTROL SYSTEM TECHNOLO	9115	CONTROL SERVICE, CONTROL	10/23/2018	2,602.50	.00	
4887	CONTROL SYSTEM TECHNOLO	9116	CONTROL SERVICE, CONTROL	10/23/2018	2,607.00	.00	
4887	CONTROL SYSTEM TECHNOLO	9121	CONTROL SERVICE- TROUBLE	10/29/2018	817.50	.00	
4887	CONTROL SYSTEM TECHNOLO	9122	CONTROL SERVICE- SCADA SY	10/29/2018	1,250.00	.00	
Total 4887:					10,237.00	.00	
4918	DEAN'S PEST CONTROLL LLC	37374	SMALL RODENT CONTROL @ P	10/10/2018	40.00	.00	
4918	DEAN'S PEST CONTROLL LLC	37431	SMALL RODENT CONTROL @ S	10/02/2018	100.00	.00	
4918	DEAN'S PEST CONTROLL LLC	37641	FALL PEST MANAGEMENT @ S	10/08/2018	250.00	.00	
Total 4918:					390.00	.00	
4922	PREMIER VEHICLE INSTALLATI	28229	SET OF POLY WINFS, PANEL, F	10/19/2018	51.79	.00	
4922	PREMIER VEHICLE INSTALLATI	28260	PUMP SHOTGUN LOCK, FRT	10/25/2018	252.00	.00	
4922	PREMIER VEHICLE INSTALLATI	28353	2018 FORD PI UTILITY	11/05/2018	24,415.58	.00	
Total 4922:					24,719.37	.00	
4931	SNOW KING HOTEL	195266	VALUES TRAINING CATERING	11/01/2018	1,842.70	.00	
4931	SNOW KING HOTEL	196371	CATERING	11/01/2018	2,190.60	.00	
Total 4931:					4,033.30	.00	
5085	CORNFORTH CONSULTANTS, I	11316	west broadway slide	11/05/2018	2,351.00	.00	
Total 5085:					2,351.00	.00	
5111	SCHMILLEN, SCOTT	01748	FIXTURE CLEANING @ PARKIN	10/29/2018	237.50	.00	
5111	SCHMILLEN, SCOTT	01749	FIXTURE CLEANING @ DELON	10/29/2018	237.50	.00	
5111	SCHMILLEN, SCOTT	01750	FIXTURE CLEANING @ HOME R	10/29/2018	522.50	.00	
Total 5111:					997.50	.00	
5165	SMITH, PHILLIP	110518	BOOTS	11/05/2018	100.00	.00	
Total 5165:					100.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5174	HORIZON LANDSCAPE SERVIC	1925	PROJ: 2018 SIDEWALK IMPROV	10/29/2018	215.25	.00	
5174	HORIZON LANDSCAPE SERVIC	1925	PROJ: 2018 SIDEWALK IMPROV	10/29/2018	215.25	.00	
Total 5174:					430.50	.00	
5260	STEPHENS, SHAWN	110118	IACP CONFERENCE-TRAINING	11/01/2018	549.62	.00	
Total 5260:					549.62	.00	
5473	KELLERSTRASS ENTERPRISES	D1490	MIDGRADE 87 E-10, DF#2 DYED	11/09/2018	29,785.52	.00	
Total 5473:					29,785.52	.00	
5543	RUSH TRUCK CENTER, IDAHO	3010529804	CREDIT: TAX REFUND	05/14/2018	4.10-	.00	
Total 5543:					4.10-	.00	
5632	SNAKE RIVER MEP COMPLETE,	3328	START BUS LOBBY HEAT SERV	11/06/2018	135.00	.00	
Total 5632:					135.00	.00	
5810	RICH BROADCASTING (SV/JX)	MC-118101402	RADIO ADS	10/31/2018	1,092.00	.00	
Total 5810:					1,092.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	1315802	SPRINKLER WINTERIZATION @	10/31/2018	97.50	.00	
5812	RUI INC. DBA VILLAGE GARDN	1315835	MOWING LEAF PICK-UP, DUMP	10/31/2018	580.90	.00	
Total 5812:					678.40	.00	
5846	TETON TOOLS LLC	10091813456	KEN ONION HOME FRONT W/N	10/09/2018	150.00	.00	
5846	TETON TOOLS LLC	10161813616	SINGLE BUTANE	10/16/2018	14.97	.00	
5846	TETON TOOLS LLC	10161813620	1/16" STD F/DR COMWR	10/23/2018	96.00	.00	
Total 5846:					260.97	.00	
5873	SAUER, CALEB	111518	DOT	11/15/2018	130.00	.00	
Total 5873:					130.00	.00	
5895	TETON MOUNTAIN RANCH	4929	SWEEPING/FILL AND LOADS O	11/02/2018	475.00	.00	
Total 5895:					475.00	.00	
6027	WIND RIVER PARTNERS, LLC	2018-LAND-US	PROJ: 2018 SNOW KING ESTAT	11/14/2018	10,500.00	.00	
Total 6027:					10,500.00	.00	
6051	CARPETS PLUS COLORTILE	1319	MATERIALS & LABOR @ 455 VI	10/03/2018	1,609.92	.00	
Total 6051:					1,609.92	.00	
6114	CLIMB WYOMING	093018	1ST QUARTER PAMENT	09/30/2018	1,250.00	.00	
Total 6114:					1,250.00	.00	
6147	OUTLAW BROTHERS CONSTR	68	JOB: 149 E PEARL ST PART 2-	11/09/2018	22,336.55	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6147:					22,336.55	.00	
6160	WEST FORK CONSTRUCTION	1006	DOOR INSTALL, OH&P	11/11/2018	336.00	.00	
Total 6160:					336.00	.00	
6243	DAY WIRELESS SYSTEMS	3857	RADIO STILL NOT WORKING	11/02/2018	390.00	.00	
Total 6243:					390.00	.00	
6275	JACKSON HOLE AVIATION LLC	120118	LEASE 1177 MEADOWLARK LA	11/15/2018	2,100.00	.00	
Total 6275:					2,100.00	.00	
6284	RAUDMAN, RENEE	101518	DOT REIMBURSEMENT	10/15/2018	130.00	.00	
Total 6284:					130.00	.00	
6290	HARMON, GLENDA	111418	LEASE AGREEMENT	11/14/2018	1,900.00	.00	
Total 6290:					1,900.00	.00	
6294	WYOMING PEACE OFFICERS A	0106	REGISTRATION ROGER SCHUL	09/06/2018	150.00	150.00	11/01/2018
Total 6294:					150.00	150.00	
6298	Harris, Melanie	111318	BAIL REFUND CASE 18-05-0218	11/13/2018	500.00	.00	
Total 6298:					500.00	.00	
6299	YOUNGBLOOD, PEGGY	101818	BAIL REFUND 18-06-0443	10/18/2018	1,500.00	.00	
Total 6299:					1,500.00	.00	
6300	FORD, JORDAN	111518	REIMBURSEMENT FOR POLICE	11/15/2018	418.88	.00	
Total 6300:					418.88	.00	
6302	SBL	12577	MONTHLY LEASE	10/05/2018	21,000.00	.00	
Total 6302:					21,000.00	.00	
6303	BURKE, CHELSEA JORDAN	111518	REIMBURSE FROM EMERGENC	11/15/2018	100.00	.00	
Total 6303:					100.00	.00	
6304	ON BOARD INNOVATIONS, LLC	11-6-2018	VIDEOS FOR LODGING TAX	11/06/2018	2,000.00	.00	
Total 6304:					2,000.00	.00	
6305	MOSER, PATRICK	110118	DOT	11/01/2015	85.00	.00	
Total 6305:					85.00	.00	
6306	MCGIBBON, ERIN	110118	DOT	11/01/2018	109.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6306:					109.00	.00	
6307	SOSA, MORIELA	110818	BAIL REFUND 18-08-0310	11/08/2018	2,500.00	.00	
Total 6307:					2,500.00	.00	
6308	GALLIA, BRIAN	110818	DOT	11/08/2018	100.00	.00	
Total 6308:					100.00	.00	
6309	FRANK J ZAMBONI & CO, INC	95102	USED ICE RESURFACER- MOD	10/15/2018	82,350.00	.00	
Total 6309:					82,350.00	.00	
6310	FULL HOUSE RADON SERVICE	10831	RADON TEST- RADON IN INDO	11/01/2018	300.00	.00	
Total 6310:					300.00	.00	
6311	DUSTBUSTERS, INC	56801	BUL RED ICE MELTER	11/05/2018	3,244.53	.00	
Total 6311:					3,244.53	.00	
Grand Totals:					588,126.89	33,376.19	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

**TOWN OF JACKSON
MUNICIPAL COURT
MONTHLY REPORT TO THE MAYOR AND THE TOWN COUNCIL
FOR THE MONTH OF OCTOBER, 2018**

During the month of October, the court received \$34,003 in fines, fees, and forfeitures.
589 new cases were docketed: 494 parking citations, 95 summons
52 cases were dismissed: 18 parking violations

The abbreviations used below are: BF=forfeiture, GP=pled guilty, NC= nolo contendere, G=found guilty at trial, NG=found not guilty at Trial,
R=restitution, CS=community service, DP=deferred prosecution, D=dismissed, D-TS=dismissed for traffic school,
DA=deferred adjudication

CLOSED CASES

<u>NAME</u>	<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
ANDERSON, MARIA U.	19573K	Driving/Control of vehicle while intox	GP	750
ARMINGTON DDAF, ELLIOT D.	186003841AA	No display of current registration	BF	68
ARRINGTON, IRBY	186005586AA	Speeding 45/30	BF	115
ASUR, SAMUEL	186005930AA	Parking prohibited	BF	100
ATKINS, ALVA COWARDAIN	186006281AA	Speed Limits Generally 45/25	BF	185
AUMONIER, CEDRIC	186006013AA	Careless driving-MUST APPEAR	BF	235
AVERY, HOLLY L.	03983L	Public intoxication	BF	110
BAEZ CRUZ, SANTIAGO	186005474AA	Public intoxication	BF	110
BAYSE, FRANK	186005581AA	Speeding 48/30	BF	124
BEMIS, DANA JILL	186005588AA	Speeding 46/30	BF	118
BLANKENSHIP, LAURIE CARLISLE	186006367AA	Speed Limits Generally 57/30	BF	283
BOESPFUG, EMILY JOSETTE	186004544AA	Speeding in a school zone 33/20	BF	75
BONILLA CARMONA, DANIEL	186001546AA	No Driver's license-MUST APPEAR	BF	420
BRAND, GAVYN MICHAEL	186005380AA	Failure to maintain liability coverage	D-Valid Info Provided	0
BREEN, CHASE TERRY	186004275AA	Failure to stop at a red light	BF	135
BROWN, JOEL COMPTON	186005470AA	Stop Sign Violation	BF	125
BUCHANAN, CASSANDRA EVE	186005569AA	Speeding 49/30	BF	127
BUK, DANE MICHAEL	186004374AA	Use of cell phone while driving prohibited	BF	150
CELIKKAYA, AYKUT	186004277AA	Leaving motor vehicle unattended	BF	85
DREW, SUSAN GIBLER	186005230AA	Damage to attended vehicle or property-MUST APPEAR	D- Per Town's Motion	0
ESPEJEL, NICOLAS	186005915AA	No Driver's license	D- Per Town's Motion	0
FAIRBANKS, BENJAMIN H	94940J	Speed Limits Generally 46/30	BF	187
FALCIANO, THOMAS MIV	186006035AA	Speeding 48/30	BF	201
FLYNN, ALEXANDRIA MCKENZIE	186006271AA	Use of cell phone while driving prohibited	BF	75
GALLAGHER, CONSTANCE CLEATOR	186005571AA	Speeding 50/30	BF	130
GAMBA, DARIN R	03598L	Public intoxication	D- Per Town's Motion	0
GARCIA RAMOS, ALEJANDRA	186005904AA	No Driver's license	BF	420
GARRISON, BARBARA JEAN	186006050AA	Use of cell phone while driving prohibited	BF	65
GEORGE, ALEX ANDERSON	186004024AA	Use of cell phone while driving prohibited	BF	75
GILBERT, ALICIA N	20998D	31.5.403A: Failed to stop @ red light	BF	60
GOURDIN, ERIC CHRISTOPHER	186006041AA	Speed Limits Generally 44/30	BF	173
GREEN, BRANDY COLLEEN	186006042AA	Speed Limits Generally 36/25	BF	117
GROHNE, KENT D	186005165AA	Limitations on Backing	D- Per Town's Motion	0
HALL, DUSTIN ROBERT	186006265AA	Use of cell phone while driving prohibited	BF	75
HALL, NANCY ANNA	186004542AA	Use of cell phone while driving prohibited	BF	65
HAN, PHI LONG JOHNNY	186005929AA	Speed Limits Generally 45/30	BF	190
HANDLER, ALEX	186006282AA	Speed Limits Generally 49/25	BF	201
HARRICE, MELANIE	186005124AA	Breach of peace: non-violent	BF	150
HARRICE, MELANIE	186005125AA	Interference w/DP: Resisting officer	D- Per Town's Motion	0
HARRICE, MELANIE	186005126AA	Public intoxication	D- Per Town's Motion	0
HART, JACQUELINE	94945J	Speed Limits Generally 47/30	BF	194
HARWARD, CATHERINE	186004386AA	No display of current registration	BF	63
HAWLEY, JENNIFER KAY	186006278AA	Speed Limits Generally 40/25	BF	135
HEATLEY, MICHAEL R.	19793K	Use of cell phone while driving prohibited	BF	65
HEBERT, JAMES K	03443L	Yield to pedestrian within crosswalk	BF	75
HERNANDEZ, IRMA	186005543AA	Use of cell phone while driving prohibited	BF	75
HERNANDEZ-BAUTISTE, MARCIAL	186006369AA	No Driver's license	BF	420
HERRON, MATTHEW D	186005903AA	Failure to maintain liability coverage	D- Per Town's Motion	0
HIBBERT, DARIN TROY	186004376AA	No Driver's license	BF	100
HOFFMANN, SARAH M	186004026AA	Speeding urban - 30 mph zone 48/30	BF	201

HORST, OLIVER DOUGLAS	186006355AA	Speeding in a school zone 27/20	BF	175
HORTON, BRIDGER MICHAEL	186005913AA	No display of current registration	BF	135
HOSSNER, ANNE CAMPBELL TURNER	186005568AA	Speeding 49/30	BF	127
HUANG, CHENXI	186001978AA	Speed Limits Generally 52/25	BF	250
HUANG, CHENXI	186001979AA	Careless driving	D- Per Town's Motion	0
HUANG, CHENXI	186001980AA	Failure to maintain liability coverage	D- Per Town's Motion	0
HUMANN, MARILYN KAY	186006451AA	Stop Sign Violation	BF	125
IRFAN, SAMEED	186004379AA	Failure to maintain liability coverage	D-Valid Info Provided	0
IVES, MADELINE H	186000917AA	Failure to Appear	D- Per Town's Motion	0
JARNAGIN, KRISTY D	186006269AA	Use of cell phone while driving prohibited	BF	75
JOEST, PRAPARAT	186006037AA	Speed Limits Generally 28/20	BF	94
JOHNSON, MADELEINE PAYNE	186006359AA	Stop Sign Violation	BF	135
JONES, KEVIN PAUL	186004147AA	Failure to maintain liability coverage	D- Per Town's Motion	0
JONES, KEVIN PAUL	186003232AA	Public intoxication	D- Per Town's Motion	0
JONES, KEVIN PAUL	186004132AA	Public intoxication	D- Per Town's Motion	0
JONES, REILEY LYNN	186002890AA	Use of cell phone while driving prohibited- 2nd offense	BF	100
KIKTA, NICHOLAS	03683L	Public intoxication	BF	110
KNOX, EMMETT M	186006001AA	Speeding 48/40	BF	94
KNUDSON JR., BRIAN CHARLES	95896J	Speed Limits Generally 50/30	D- Per Town's Motion	0
LADNIER, ZACHARY CHARLES	186004391AA	No display of current registration	D- Per Town's Motion	0
LAMPPA, DEAN ALEXANDER	186006363AA	Speed Limits Generally 42/30	BF	169
LEON CARRETO, ASHLEY YUNUEM	186004796AA	Speed Limits Generally 55/40	D- TS	0
MACHUCA SALMORAN, GUADALUPE	186005572AA	No Driver's license	BF	410
MARCUS, DANIEL GORE	186005021AA	Speeding 40/30	BF	100
MARSHALL, LEVIN PHILLIP	186001439AA	No display of current registration	BF	135
MARSHALL, LEVIN PHILLIP	186001438AA	Use of cell phone while driving prohibited	BF	75
MARTIN, BRADLEY J	03597L	Public intoxication	BF	110
MARTIN, TYLER VAN	186004142AA	Use of cell phone while driving prohibited	BF	65
MARTINEZ, ALBERTO C	186005168AA	Required to stop on flashing red signal	BF	75
MARTINEZ-MORALES, DANIEL	00510M	No Driver's license	BF	410
MARTINI, PAUL	186006279AA	Stop Sign Violation	BF	135
MATHIEW, ELIZA WOODIN	186005382AA	Speeding 41/30	BF	103
MAXWELL, KEATS S	186005817AA	No display of current registration	D- Per Town's Motion	0
MC GUIRE JR, MAXIE JOE	186006039AA	Speed Limits Generally 44/30	BF	173
MCPHERSON, CHARLOTTE	186005576AA	Speeding 40/25	BF	125
MILLER, CAROLYN LOUISE	186005383AA	Speeding 40/30	BF	100
Moore II, George W	186000614AB	Public intoxication	BF	110
MRAOVIC, MARKO	186005573AA	Speeding in a school zone 31/20	BF	260
NALLEY, TESSA MAY	186006038AA	Speed Limits Generally 47/30	BF	194
NASH, TYRELL PHILIP	186005863AA	Failure to Maintain Lane(MUST APPEAR)	BF	85
NEENAN, MARY FAITH	00507M	Public intoxication	BF	110
NELSON, JOHN EDWARD	186006040AA	Failure to yield ROW	BF	75
PAUL, MICHAEL RAYMOND	186001773AA	Driving/Control of vehicle while intox	GP	750
PAULSON, KIMBERLY ANN	186006272AA	Speed Limits Generally 40/25	BF	135
PEABODY, JAMESTHOMAS	186006273AA	Speed Limits Generally 42/25	BF	173
PEREZ-BONILLA, CARLOS JOSE	186005167AA	Unlawful Contact or Touching	D- Per Town's Motion	0
PICCHI, VALERI ANN	186005855AA	Limitations on Backing	BF	85
PLOTT, GEOFFREY HARRISON	186005917AA	No display of current registration	BF	68
PLOTT, GEOFFREY HARRISON	186005918AA	Failure to maintain liability coverage	D-Valid Info Provided	0
POPINCHALK, PETER AUGUSTUS	186005934AA	Failure to maintain liability coverage	D-Valid Info Provided	0
PRICE, WESLEY REES	186001981AA	Speed Limits Generally 35/25	BF	115
RAMMELL, RACHEL	186002576AA	Use of cell phone while driving prohibited	BF	65
ROMERO, JAVIER M	186004550AA	No Driver's license	BF	420
ROSEN, MARISA ANN KUHN	186006048AA	Speeding 33/20	BF	109
ROSSITER, MICHAEL	11285J	Public intoxication	D- Per Town's Motion	0
SABA, BROOKE AMELIA	186006361AA	Speed Limits Generally 40/25	BF	125
SALAMON, FRANCISC	186004549AA	Following too Close	BF	85
SAUER, KURT ARTHUR	186006275AA	Speeding urban - 30 mph zone 45/30	BF	190
SCHULLER, CHRISTINE PATRICIA	186006274AA	Use of cell phone while driving prohibited	BF	100
SCOTT, GREGORY DAVID	186002510AA	No display of current registration	BF	63
SCOTT, GREGORY DAVID	186002511AA	Failure to maintain liability coverage	D-Valid Info Provided	0
SCOTT, LETITIA WIGHTMAN	186006362AA	Use of cell phone while driving prohibited	BF	75
SIMS, ALLISON LINDLEY	186004027AA	Stop Sign Violation	BF	125
SONDGEROTH, CLAY JAMES	186005570AA	Speeding 46/30	BF	118
STRADER, JANE GILBERT	186005900AA	Following too Close	BF	85
STRAUSS, HANNAH ADELE	186005582AA	Speeding 47/30	BF	121
TOOMBS, MICAELA LAUREN	186001984AA	No display of current registration	BF	63
VALDIZAN, NATALIA K	186004394AA	Child restraint required - 1st offense	D- Per Town's Motion	0
VAN SLYKE, ALEXANDRA KLAIR	186004384AA	No Driver's license	BF	100
VARGAS, EDWARD	186005579AA	Speeding in a school zone 37/20	BF	320
VEACH, CAMERON LOUIS	186005166AA	Failure to maintain liability coverage	D-Valid Info Provided	0

WADE, LOUISE	186005575AA	Speeding in a school zone 38/20	BF	330
WALTERS, ANDREW IAN	95422J	Driving/Control of vehicle while intox	GP	750
WEST, WILLIAM LEE	186004385AA	Driver & Passenger Req. to wear seat belt	BF	25
WHITAKER, ERIC	186004383AA	Failure to stop at a red light	BF	125
WILEY, STACEY	186005577AA	Speeding in a school zone 34/20	D- Per Town's Motion	0
WISE, WILLIAM A	03592L	Public intoxication-MUST APPEAR	BF	110
WOJTASIAK, KODY	03600L	Interference with Police Department	D- Per Town's Motion	0
WOLFE, CLARE CATHERINE	186005907AA	Failure to maintain liability coverage	D- Per Town's Motion	0
XOCHITOTOTL CORONA, MIGUEL ANGEL	186006366AA	No display of current registration	BF	135



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: NOVEMBER 15, 2018 **SUBMITTING DEPARTMENT:** PLANNING & BUILDING
MEETING DATE: NOVEMBER 19, 2018 **DEPARTMENT DIRECTOR:** TYLER SINCLAIR
PRESENTER: TYLER SINCLAIR
APPLICANT: SKATING CLUB OF JACKSON HOLE – SANDY SANDBERG
SUBJECT: TEMPORARY SIGN PERMIT – Holiday Spectacular, Holiday Ice Skating Show

STATEMENT/PURPOSE

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

BACKGROUND/ALTERNATIVES

The applicant has requested temporary banners to be located at:

105 Buffalo Way, Albertsons during:
12/1/18-12/16/18
12/29/18-1/12/19

855 W. Snow King Ave., JH Distributing during:
12/2/18-12/16/18

100 E. Snow King Ave., Snow King Ball Field during:
12/2/18-12/16/18

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

ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

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

ATTACHMENTS

Applicant Submittal

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

RECOMMENDATION

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

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

105 Buffalo Way, Albertsons during:

12/1/18-12/16/18

12/29/18-1/12/19

855 W. Snow King Ave., JH Distributing during:

12/2/18-12/16/18

100 E. Snow King Ave., Snow King Ball Field during:

12/2/18-12/16/18

SUGGESTED MOTION

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

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



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department
Planning Division

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

EVENT NAME:

Event Name: Holiday Spectacular Physical Address of Event: 100 E. Snow King
Description of Event: Holiday Ice Skating Show

EVENT SPONSOR/APPLICANT:

Name: Skating Club of Jackson Hole Phone: (307) 413-3951
Mailing Address: P.O. Box 1145 Jackson WY ZIP: 83001
E-mail: skatingclubofjh@gmail.com Non-Profit: ☒ For Profit: ☐

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

Business/Description: Albertsons
Physical Address: 105 Buffalo Way
Dates of Display: TBD 12/1 - 12/16
Consent from Owner Obtained? Yes ☒ No ☐

Business/Description: J.H. Distributing
Physical Address: 855 W. Snow King
Dates of Display: 12/2 - 12/16
Consent from Owner Obtained? Yes ☒ No ☐

Business/Description: Albertsons
Physical Address: 105 Buffalo Way
Dates of Display: 12/29 - 1/12
Consent from Owner Obtained? Yes ☒ No ☐

Business/Description: Snow King Ball Field
Physical Address: 100 E. Snow King
Dates of Display: 12/2 - 12/16
Consent from Owner Obtained? Yes ☒ No ☐

SUBMITTAL REQUIREMENTS. Attach the following:

- ☒ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.
☐ Installation specifications, and any structural details or specifications required for freestanding signs.

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

S. Sandberg
Signature of Authorized Event Applicant
SANDY SANDBERG
Applicant Name Printed

11/6/18
Date
Program Director
Title

SKATING CLUB OF JACKSON HOLE

Holiday Spectacular



Noisy village & the magical night

DECEMBER 16, 2018

2:00PM & 5:30PM

SNOW KING ARENA AND EVENT CENTER

TICKETS GO TO SKATINGCLUBOFJACKSONHOLE.COM



106x67



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: November 13th, 2018

SUBMITTING DEPARTMENT: Public Works

MEETING DATE: November 19th, 2018

DEPARTMENT DIRECTOR: Floren Poliseo

PRESENTER: Johnny Ziem

SUBJECT: To Award Bid# 19-08 for the Purchase of a New Community Service Officer (CSO) Vehicle

STATEMENT/PURPOSE

The purpose of this item is to accept and award Bid# 19-08 for the purchase of a new Community Service Officer (CSO) vehicle for service within the Police Department.

BACKGROUND/ALTERNATIVES

The Public Works Department administers the bidding and purchasing of all new vehicles for the Town of Jackson. When tasked with the purchase of any new vehicle, Public Works will work directly with each submitting department to consider current and future vehicular needs, potential vehicle types, and how each vehicle will be used. This information is important because each department has been challenged to look for efficiency gains when making new vehicle purchases (when possible).

This vehicle will be purchased for and used by the CSO division of the Police Department. This division is responsible for providing support services to all the other units in the department as well as specific assignments in: abandoned vehicles, administration of the animal shelter, animal control, code enforcement, radar trailers, education, parking enforcement, and special event preparations.

Dept	#	Year	Type of Vehicle	Budgeted Cost	Total Miles	Avg Annual Miles	Combined MPG	% More Efficient (+/-)	Estimated Annual/Gal. Used	Estimated Annual/Gal. Avoided	Annual \$ per/Gal. \$2.57	Estimated Annual Savings	Estimated Pds./CO2 Saved
PD	1488	2007	Truck		108,000	9000	11.1		810.81		\$2,083.78		
PD		2019	Truck	\$38,000	108,000	9000	18	62%	500	310.81	\$1,285.00	\$798.78	4,566

ALIGNMENT WITH CSO's MISSION STATEMENT

"The CSO division provides a seamless, effective partnership across all levels of the citizen/government interactions in order to enhance the quality of life of residents and visitors. The CSO division operates with a customer focused application of the municipal codes and ordinances to help steward the resources of our valley and the resources provided by our citizens."

ATTACHMENTS

Bid# 19-08 results

FISCAL IMPACT

The two bids received are listed below. For the FY19 Budget, we show a budget of \$38,000 for the purchase of a new Police CSO vehicle.

Vendor	Vehicle Type	Unit Cost	Trade-in Value	Final Cost
Fremont Motors Riverton	2019 Police Responder (F 150)	\$38,381.68	\$7,100.00	\$31,281.68

Spradley Barr Motors Cheyenne

2019 (F 150) XL SSV

\$34,092.00

\$7,000.00

\$27,092.00

Additional costs will include equipment (\$5,700) and Public Works mechanics labor (\$4,200) to install equipment and prepare the vehicle for the CSO division. This will bring the lowest bid to \$36,992.00 for which we have a FY19 budget of \$38,000.00.

STAFF IMPACT

Public Works staff will be impacted in additional labor hours, we are estimated to be 5 to 7 days, to remove and reuse some of the old equipment and install some new equipment.

LEGAL REVIEW

Town Attorney review is required before final transaction to purchase a new vehicle.

RECOMMENDATION

Staff recommends the Town Council accept and approve Bid# 19-08 for the purchase of a new CSO vehicle and award the bid to Spradley Barr Motors of Cheyenne in the amount of \$27,092.00.

SUGGESTED MOTION

I move to accept and approve Bid# 19-08 for the purchase of a new CSO vehicle and award the bid to Spradley Barr Motors of Cheyenne in the amount of \$27,092.00.

Synopsis for PowerPoint (120 words max):

Purpose: The purpose of this item is to accept and award Bid# 19-08 for the purchase of a new Community Service Officer (CSO) vehicle for service within the Police Department.

Background: This vehicle will be purchased for and used by the CSO division of the Police Department. This division is responsible for providing support services to all the other units in the department as well as specific assignments in: abandoned vehicles, administration of the animal shelter, animal control, code enforcement, radar trailers, education, parking enforcement, and special event preparations.

Fiscal Impact:

<u>Vendor</u>	<u>Vehicle Type</u>	<u>Unit Cost</u>	<u>Trade-in Value</u>	<u>Final Cost</u>
Fremont Motors Riverton	2019 Police Responder (F 150)	\$38,381.68	\$7,100.00	\$31,281.68
Spradley Barr Motors Cheyenne	2019 (F 150) XL SSV	\$34,092.00	\$7,000.00	\$27,092.00

BID OPENING FORM

BID NUMBER: 19-08

PROJECT NAME: 1/2 TON 4x4 4-Door

OPENING DATE &
TIME: 11/1/18

OPENED BY: Eric / SB

Name of Bidding Agency & City	Proof of WY Residency	Number of Addendums	Bid Bond / Check	Model / Spec if applicable	Trade Info, if applicable	Bid Amount	Returned Bid Bond / Check
1 Fremont Motors Riverton	—	—	CK 1564.08	2019 F150 Police Responder	Before Trade -7,100 After Trade	\$ 38,381.68 31,281.68	
2 Spradley Barr Motors Cheyenne	Y	Yes 1	CK 1354.60	2019 F150 XL SSV	Before Trade -7000 After Trade	34,092.00 27,092.00	
3					Before Trade After Trade		
4					Before Trade After Trade		
5					Before Trade After Trade		
6					Before Trade After Trade		



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: November 15, 2018

MEETING DATE: November 19, 2018

SUBMITTING DEPARTMENT: Transit Department

DEPARTMENT DIRECTOR: Darren Brugmann

PRESENTER: Roxanne Robinson, Assistant Town Manager

SUBJECT: Surplus Equipment Declaration – START Buses

STATEMENT/PURPOSE

Pursuant to Town Policy, in order to dispose of surplus municipal property valued under \$500, the items must be first declared surplus by the Town Council.

BACKGROUND/ALTERNATIVES

The Transit Department is cleaning up around the START facility for circulation and for general upkeep. There are a number of START Buses on site that have been stripped for replacement parts by the Fleet maintenance team and our determination is to declare them surplus and have them moved off site. None of these buses are operable. We have had interest from a salvage yard in Riverton that will recycle them for \$55/ton. However, the Town of Jackson will need to transport the vehicles to Riverton. As a result of the need to transport the vehicles, it will likely be a fiscal impact to the Town of Jackson rather than seeing any actual revenue generated from selling them for salvage. The Town did something similar in 2016 but in that instance, we were able to locate a company that transported them offsite for us. It is our estimate that each of these vehicle shells is valued at under \$500. All have been stripped of usable parts and one is the vehicle associated with the bus fire this past year.

The items are listed below:

#	Miles	Type	YR	Fuel	Seats	Date
206	42,993	Gillig	2012	Diesel	39	Fire: 4/3/18
293	318,239	Bluebird	2004	Diesel	37	DOA: 3/28/18
297	234,330	Bluebird	2005	Diesel	44	DOA: 12/27/17
275	338,621	Bluebird	2006	Diesel	37	Summer 2018
298	332,786	Bluebird	2005	Diesel	44	Summer 2018

Staff is recommending the Town Council declare the above items surplus and allow the Transit Department and the Public Works Department to dispose of the items pursuant to the policy.

The Town Council has many options available to them. Some of these options are outlined below.

1. Declare the items surplus and direct staff to work with appropriate metal or truck recyclers/salvage companies to have the vehicles removed from Town property.
2. Discuss the list and the items and continue any action until a future Town Council meeting.
3. Take no action.
4. Other.

ATTACHMENTS

None.

FISCAL IMPACT

There may be a fiscal impact to the Town as the tonnage payment may not cover the cost to transport the buses to the salvage yard.

STAFF IMPACT

The staff impact would be minimal and would include coordination of removal of these vehicles.

LEGAL REVIEW

n/a. The Town Attorney has already reviewed and approved the Policy for Selling Municipal Property that was enacted in January of 2013.

RECOMMENDATION

Staff recommends the Town Council declare the items surplus and direct staff to work with appropriate metal or truck recyclers/salvage companies to have the vehicles removed from Town property.

SUGGESTED MOTION

I move to declare the items surplus and direct staff to work with appropriate metal or truck recyclers/salvage companies to have the vehicles removed from Town property.

Power point:

The Transit Department is cleaning up around the START facility for circulation and for general upkeep. There are a number of START Busses on site that have been stripped for replacement parts by the Fleet maintenance team and our determination is to declare them surplus and have them moved off site. None of these buses are operable.



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: November 16, 2018
MEETING DATE: November 19, 2018

SUBMITTING DEPARTMENT: START
DEPARTMENT DIRECTOR: Darren Brugmann
PRESENTER: Darren Brugmann

SUBJECT: Memorandum of Understanding with Salt Lake Express for Bus Parking

STATEMENT/PURPOSE

To consider an MOU allowing Western Trails Charters and Tours, LLC D/B/A Salt Lake Express to park 1-2 buses, for a fee, outside at the START Facility located at 55 Karns Meadow Drive. Duration of the MOU would be December 15, 2018 through March 31, 2019.

BACKGROUND/ALTERNATIVES

As conducted last Winter Season 2017/18, Salt Lake Express (SLC) is currently contracted by local in-town hotels to transport passengers to/from hotels located mainly on Pearl Street and the Mountain Resort. The Buses operate mainly in the morning and afternoon peak times. The service was previously operated by All-Trans (Driver Provider) for many years who has had a local presence. In 2017, All-Trans abruptly ended this service with little or no notification and Salt Lake Express took over. SLC has not been able to secure a viable parking location for the vehicles used for this service.

The thousands of passengers transported during the Winter Season by SLC supplement the thousands of passengers START transports as well. START is over capacity during peak times and are greatly aided by the service provided by local hotels and SLC. START would like to continue to work with the local hotels in preparation for this Winter Season. START has the parking capacity (outside only) to accommodate SLC needs this winter.

SLC buses would enter the facility grounds approximately 4:30PM nightly and depart the facility approximately 7:30AM on a daily basis. (Buses would be stationary overnight).

Staff recommends the Council approve the MOU as presented.

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

1. Approve the MOU.
2. Reject the MOU.
3. Offer changes to MOU as presented.

ATTACHMENTS

DRAFT MOU between START and Western Trails Charters and Tours, LLC D/B/A Salt Lake Express

FISCAL IMPACT

Approximately \$1400 in revenue to be added to START income

STAFF IMPACT

Minimal – Oversee daily parking and entrance/exit to facility.

LEGAL REVIEW

Town Attorney has reviewed and authored the attached MOU from winter season with only changes to Term of the MOU.

RECOMMENDATION

Staff recommends approving the MOU as presented.

SUGGESTED MOTION

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

I move to approve the Memorandum of Understanding between Southern Teton Area Rapid Transit (START) and Western Trails Charters and Tours, LLC D/B/A Salt Lake Express and authorize the Mayor to sign the MOU.

MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTHERN TETON AREA RAPID TRANSIT AND
WESTERN TRAILS CHARTERS & TOURS

WHEREAS, the Southern Teton Area Rapid Transit Board is a joint powers board created in accordance with Wyoming Statute §§16-1-104 and 18-2-108; and

WHEREAS, Paragraph 9 of the Agreement Establishing Jackson-Teton County Joint Powers Transit System delegates to the Southern Teton Area Rapid Transit Board the authority over “day-to-day control, management, supervision, operations and regulation of the transit system and facilities”; and

WHEREAS, Western Trails Charters & Tours, LLC D/B/A Salt Lake Express is a shuttle service company based in Rexburg, Idaho that provides routes and services in the Teton County, Wyoming area, which assists Southern Teton Area Rapid Transit in servicing its customers;

WHEREAS, the Southern Teton Area Rapid Transit Board has voted on and approved the Western Trails Charters & Tours, LLC D/B/A Salt Lake Express accessing part of the Southern Teton Area Rapid Transit property, specifically located at 55 Karns Meadow Drive Jackson, Wyoming 83001;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Parties.** This Memorandum of Understanding (the “MOU”) is made and entered into this 15th day of December 2018 (hereinafter “Effective Date”) by and between the **SOUTHERN TETON AREA RAPID TRANSIT**, whose address is 55 Karns Meadow Drive, P.O. Box 1687, Jackson, Wyoming 83001 (hereinafter “START”), and **WESTERN TRAILS CHARTERS & TOURS D/B/A SALT LAKE EXPRESS**, whose address is 785 S. Railroad Avenue P.O. Box 566, Rexburg, Idaho 83440 (hereinafter “SLC Express”).
2. **Purpose of MOU.** The purpose of this MOU is to create a working agreement between START and the SLC Express, wherein SLC Express is permitted park vehicles on the START facility property, located at 55 Karns Meadow Drive Jackson, Wyoming 83001 (hereinafter “Facility”).
3. **Term of MOU.** This MOU shall commence upon the Effective Date above, and shall remain in full force and effect until March 31st, 2019. This MOU has no renewal. This MOU may be terminated by either Party with fourteen (14) days’ written notice to the other.
4. **Grant of Access to SLC Express.** START hereby grants SLC Express access to the Facility, specifically the allowance to park at maximum two (2) buses in the parking spaces designated in Exhibit A attached hereto and made a part hereof, for the time period between 4:30 p.m. and 7:30 a.m. each day from December 15th, 2018 through March 31st, 2019.

5. **Restrictions on SLC Express Use of Facility.** SLC Express shall not drive or maneuver buses on any surface within the Facility other than the gravel driving areas and shall not park any bus, temporarily or otherwise, on any portion of the Facility except for in the parking spaces specifically designated in Exhibit A.
6. **Rent.**
- A. SLC Express shall pay a total rent of \$1400.00, in full, by December 1st, 2018:
- i. \$200.00 for December 15-December 31st, 2018
 - ii. \$400.00 for January 2, 2018 – January 31, 2018; and
 - iii. \$400.00 for February 1, 2018 – February 28, 2018; and
 - iv. \$400.00 for March 1, 2018 – March 31, 2018

Note: Price is \$200 per bus per month.

7. **Notices.**

- A. All notices arising out of, or from, the provisions of this MOU shall be in writing and given to the Parties at the address provided under this MOU, either by regular mail or delivery in person.

START Bus
Attn: Darren Brugmann, Transit Director
P.O. Box 1687
Jackson, WY 83001

Salt Lake Express
Attn: Kathy Pope
P.O. Box 566
Rexburg, Idaho 83440

8. **General Provisions.**

- A. **Emergency Contact.** If a Facility emergency arises, SLC Express will contact the Facilities Manager at (307) 733-3932 x 1425; kmeagher@townofjackson.com; and /or (307) 690-7432.
- B. **Amendments.** Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the Parties shall be incorporated by written instrument, executed and signed by both Parties of this MOU. No verbal amendments are permitted.
- C. **Applicable Law.** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this MOU. The courts of the State of Wyoming shall have jurisdiction over any action arising out of the MOU, and over the Parties, and the venue shall be the Ninth Judicial District, Teton County, Wyoming.
- D. **Entirety of Agreement.** This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and

agreements, whether written or oral. Where any portion of this MOU is in conflict with state statute, state statute shall govern.

- E. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may re-negotiate the terms affected by the severance.
- F. **Sovereign or Governmental Immunity.** The Town does not waive its sovereign or governmental immunity by entering into this MOU and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- G. **Indemnification.** Each Party shall assume the risk of any liability arising from its own actions or omissions or the actions or omissions of its employees, volunteers, and agents at all times. Neither Party agrees to insure, defend, or indemnify the other, subject to negligence or willful misconduct.
- H. **Insurance.** It is understood and agreed that SLC Express assumes any and all liability for any damages to any person or property in connection with its use of the Facility. Furthermore, SLC Express agrees to add START, the START Board, and the Town of Jackson, Wyoming as additional insureds on its insurance and that a certificate stating such shall be provided to START and the Town of Jackson, Wyoming for their approval.
- I. **Third Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be constructed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the Parties to this MOU, and shall insure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
- J. **Signatures.** In witness whereof, the Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set forth above, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

[the remainder of this page is blank]

NOW THEREFORE, IT IS MUTUALLY AGREED TO AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date above.

TOWN OF JACKSON

Western Trails Charters & Tours, LLC

By: _____
Pete Muldoon, Mayor

By: _____
Kathy Pope

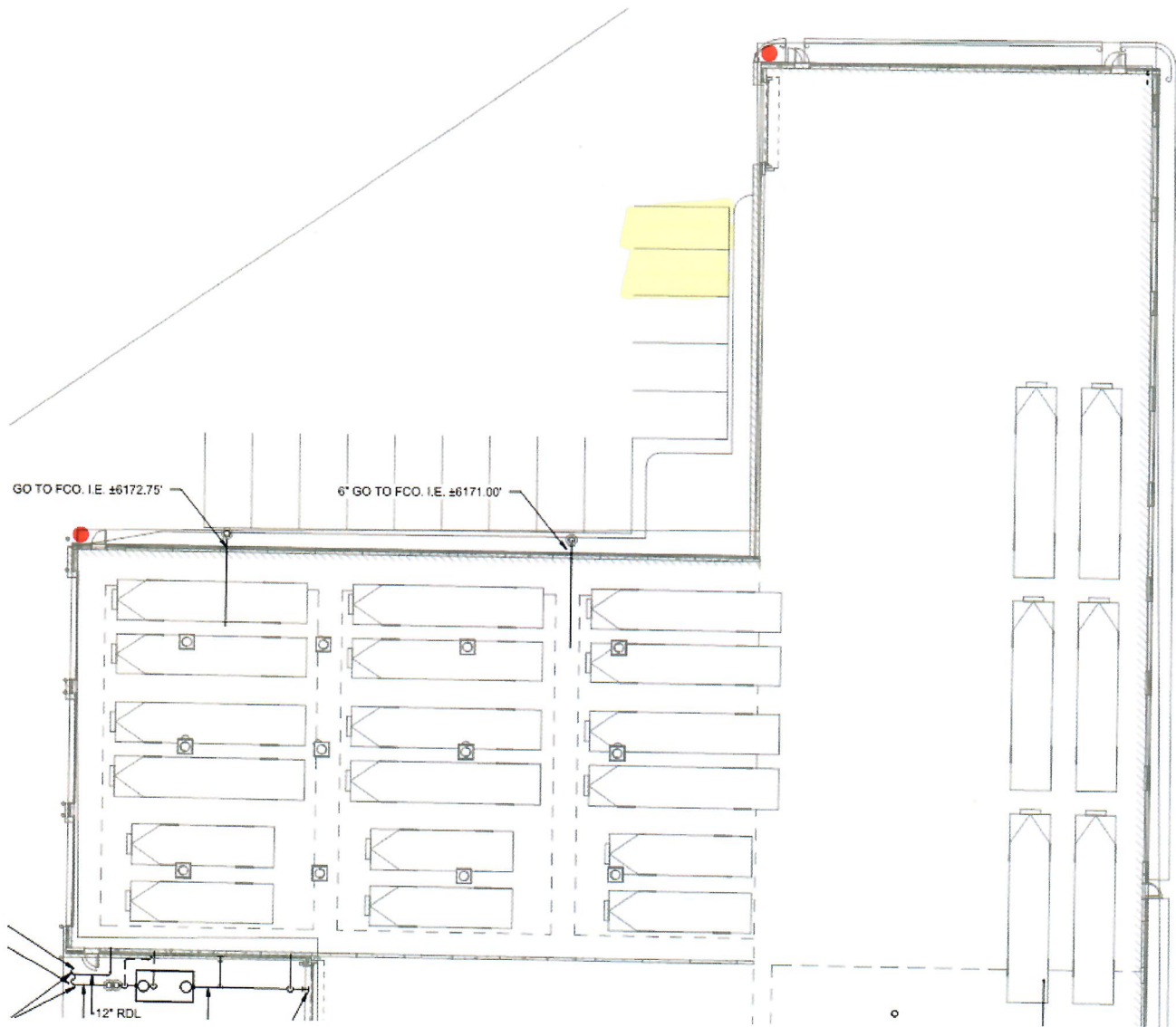
Attest: _____
Sandra P. Birdyshaw, Town Clerk

Its: _____

START BUS

By: _____
Darren Brugmann, Transit Director

Exhibit A





TOWN COUNCIL

WORKSHOP AGENDA DOCUMENTATION

PREPARATION DATE: November 6th, 2018

MEETING DATE: November 19th, 2018

SUBMITTING DEPARTMENT: Administration

DEPARTMENT DIRECTOR: Larry Pardee

PRESENTER: Larry Pardee

SUBJECT: Town Square Area – Proposed Construction Mitigation

PURPOSE OF WORKSHOP ITEM

The purpose of the agenda item is for Town Council to review and approve a request from JH Public Art to receive funding to develop a detailed Construction Mitigation proposal designed to offset the negative impacts of the upcoming water line replacement project on Center Street.

DESIRED OUTCOME

The desired outcome is for Town Council to make a determination on funding for JH Public Art to develop a detailed Construction Mitigation proposal the water line replacement project on Center Street for further review by the Town Council.

BACKGROUND/ALTERNATIVES

At the November 5th, 2018 Town Council meeting under Town Managers report, the Town Council requested further information and detail on a request for funding for pre planning for construction mitigation as part of the waterline replacement project on Center Street. The Center Street Water project will occur in spring FY2020. This project will have a significant impact on the downtown community in and around Town Square area. Carrie Geraci, Public Art Coordinator is offering to help us implement an innovative approach through pre-planning funds to host a "Creative Placemaking" project to help mitigate the Center Street waterline installation project. The area requested is the north side of Town Square on Deloney Street which will be a dead-end during construction. Mayor Muldoon, Public Works Director Floren Poliseo and the Town Manager have met with the Public Art Coordinator on several occasions to review her draft proposal. The Town will not break ground on this project until the spring of 2020.

Activities will take place beginning this spring and run through the completion of the project in 2020. JH Public Art will conduct community outreach and marketing efforts, creative placemaking activities, install temporary amenities and public art to mitigate the negative impacts of the construction project on the downtown businesses. Changes to the streetscape are often contentious and politically challenging projects. The process from start to finish is riddled with bumps and loud noises, literally and metaphorically. With the Center Street sewer line upgrade on the horizon, JH Public Art proposes an innovative role to beautify and activate the Town Square with pedestrian amenities, entertainment, and temporary artworks and creative marketing to bring people downtown during construction to support businesses affected by the project.

Creative Placemaking is generally understood as the use of arts and culture by diverse partners to strategically shape the physical and social character of a place in order to spur economic development, promote enduring social change, and improve the physical environment.

While the creative placemaking process results in changes to social and physical spaces, it is also an opportunity to build relationships between diverse partners. A key element in the creative placemaking

process is to have stakeholders engaged early in the process. This provides opportunities to look at community challenges in an inclusive manner, gathering and deciding on creative placemaking actions based on a variety of community perspectives.

Successful creative placemaking highlights unique community characteristics of a place. It builds connections between people and places by encouraging collaboration and visualization. Animating public spaces is a central goal of creative placemaking, which includes providing a variety of spaces for living, working, creating, and meeting others.

Examples of local creative placemaking activities include: Farmer's Market, Sled Dog Race, Palates and Palettes, Quick Draw, and Chefs on the Square. Below are also some more detailed explanations of how these concepts have/can be used.

Use of arts and culture. This could involve a painter, musician, sculptor, historian, architect – or any other expression of “arts and culture”. The project could be many things including a mural, a street carnival, busker musicians on a street corner, or a public art sculpture about the place's history. Artists are involved in the planning, execution and activity.

Diverse partners. Contributors to projects might include neighborhood residents, businesses, non-profits, churches, government agencies, etc. Diverse partners who invest time, talent and/or financial support will strengthen the project and take greater ownership in its maintenance and stewardship long-term.

Shape a place. The combination of arts, culture, and diverse partners can convert an under-utilized place and make it something useful, safe, beautiful, and vibrant.

To spur, promote and improve. Whether the project is big or small, low-budget or very expensive, successful creative placemaking projects attract people. People want to be near other people. Places that attract people also attract new business, housing, schools and other amenities. This becomes the catalyst for other improvements.

Creates interesting places that capitalize on distinctiveness. A creative approach improves the aesthetics of a place, whether it is the look, feel, sound or even smell. The difference sets that place apart as more interesting than others. A place that expresses its distinctiveness and resists commodification and sameness is more likely to have long-term appeal.

Helps create a place where people want to go and linger. Successful places attract people beyond those required to be there. People lingering is an investment of time in a place and is apt to lead to additional investments.

Planning Funds will be used to:

- Meet with Town Staff to review the project timeline, identify key activities and amenities to test.
- Interview downtown business owners to understand desired mitigation efforts.
- Conduct outreach to Chamber of Commerce and arts and culture groups to gauge interest and solicit ideas.
- Develop detailed project timeline and budget.
- Present full proposal to the Town Council.

A final proposal will include details and costs including but not limited to the following sample activities taking place from spring of 2019 through completion of construction in 2021:

- Interview town square business owners to identify desired amenities and activities that can help bring people downtown during construction.

- Conduct outreach to organizations that use the Town Square regularly to plan around the construction project (Farmer's Market, Old Bills, Chamber), local arts and culture groups to solicit ideas.
- Generate mitigation plans and concepts.
- Gather public input on mitigation plans and concepts using the Mobile Studio at community events to solicit a broad range of public comments beyond downtown business owners.
- Prototype mitigation plans and test temporary amenities and activities, enhance existing ones.
- Produce mitigation events and activities; install temporary art and streetscape improvements.
- Produce and disseminate multiple videos: communicate information about the coming project, show new ideas to reconfigure the streetscape during construction, and market new events, amenities, and installations designed to bring people downtown during construction.

Outcomes of the Proposed Project

- Clear and consistent communication with the community will alleviate confusion and frustration.
- Multiple opportunities for public input ensure broad community representation.
- Develop new and enhance existing creative placemaking activities and special promotion opportunities will help mitigate the negative economic impact on local businesses.
- Testing new amenities and streetscape designs and public reaction can benefit future planning.
- Strengthen partnerships between arts and culture and local businesses benefits both entities.

Town Council has several options for consideration:

1. I move to approve funds not to exceed \$3000 to JH Public Art to develop a construction mitigation proposal to help the Town of Jackson develop an innovative approach to beautify and activate the public spaces along Deloney & Town Square area with amenities and entertainment to activate the area for pedestrians and guests during the construction of the Center Street waterline project in order to decrease the negative impact of the project on local businesses and further direct the Town Attorney to determine and prepare the appropriate documentation necessary to engage JH Public Art in this manner.
2. Discuss approving this request as part of the next years FY2020 budget process.
3. Discuss the request and postpone any action to a future Town Council workshop until additional information is provided.
4. Take no action.
5. Other.

STAKEHOLDER ANALYSIS

The stakeholders include the Town Council as the final decision maker, Parks and Recreation, Pathways, and Public Works, the Businesses Community, JH Public Art, local arts and culture groups, the Jackson community of residences and guests who cherish the Town Square area in and around George Washington Memorial Park.

FISCAL IMPACT

JH Public Art is requesting \$3,000.00 (40 hours @ \$75/hr) fee for pre-planning funds to develop a multi-year mitigation proposal. Approving these pre-planning funds does not obligate the Town Council to fund the actual mitigation project but allows JH Public Art to research and vet the project fully before bringing a proposal to the Town Council.

STAFF IMPACT

To date staff and Mayor has held several meetings with Carrie Geraci.

LEGAL ISSUES

None required at this time. The Town Attorney would need to make a determination as to whether funding this initiative would require a simple MOU or a contract for services with JH Public Art or if an invoice from JH Public Art would suffice.

ATTACHMENTS

Please see attached Jackson Hole Public Art – PowerPoint presentation for construction mitigation proposal.

RECOMMENDATION

Staff makes no recommendation on this request but also generally supports thorough planning of projects prior to consideration. These pre planning funds may provide sufficient information for the Council to give full consideration to funding the mitigation project in the future.

SUGGESTED MOTION

Should the Council be ready to act on this item today, one possible motion would be:

I move to approve funds not to exceed \$3000 to JH Public Art to develop a construction mitigation proposal to help the Town of Jackson develop an innovative approach to beautify and activate the public spaces along Deloney & Town Square area with amenities and entertainment to activate the area for pedestrians and guests during the construction of the Center Street waterline project in order to decrease the negative impact of the project on local businesses and further direct the Town Attorney to determine and prepare the appropriate documentation necessary to engage JH Public Art in this manner.

Synopsis for PowerPoint (120 words max): *The information entered in this section will be displayed on the monitors in the Council Chambers during meetings. In 120 words or less, provide a brief synopsis of the agenda documentation and any relevant information that should be displayed on the monitors, for example, purpose, background, or fiscal impact.*

Purpose:

The purpose of the agenda item is for Town Council to review and approve a request from JH Public Art to receive funding to develop a detailed Construction Mitigation proposal designed to offset the negative impacts of the upcoming water line replacement project on Center Street.

Jackson Hole
Public Art

Center Street Sewer Upgrade

construction mitigation proposal for
Town of Jackson

Jackson Hole Public Art
PO Box 4413
Jackson, WY 83001

307.734.9026
carrie@jhpublicart.org
www.jhpublicart.org



A large crowd of people is walking through a field of thousands of hanging incandescent light bulbs at night. The bulbs are suspended at various heights, creating a dense canopy of light. People are seen from behind, walking away from the camera, and some are taking photos. The scene is illuminated by the warm glow of the light bulbs.

IF YOU BUILD IT, THEY WILL COME

FIELD OF DREAMS

JHPA IS YOUR CREATIVE PLACEMAKING PARTNER

Changes to the streetscape are often contentious and politically challenging projects. The process from start to finish is riddled with bumps and loud noises, literally and metaphorically.

With the Center Street sewer line upgrade on the horizon, JH Public Art proposes an innovative role to beautify and activate the Town Square with pedestrian amenities and entertainment in order to mitigate the negative impacts of the construction project.

JHPA will help mitigate the negative effects of the construction by providing temporary streetscape enhancements, amenities, and creative promotions designed to bring people downtown.

Each phase will be evaluated so lessons learned are fed into the next short phase of work and can potentially impact future planning decisions for the Town Square.

Our community outreach efforts using the Mobile Studio will reach diverse audiences and attract creative individuals to share their ideas about civic design.

Creative events with artistic lighting and festivities will vividly contrast the typical construction milieu. We genuinely believe in the power of art to engage the community *and* transform an eyesore into an interesting experience. If we build it, they will come!



“Creative placemaking is when partners from public, private, non-profit, and community sectors strategically shape the physical and social character of a neighborhood, town, city, or region around arts and cultural activities.”

Gadwa and Markusen

Image: Philadelphia Mural Arts Program



2019 PLANNING (this request)

Meet with Town Staff to review the project timeline, identify key amenities to test, and desired outcomes.

Interview select downtown business owners to solicit mitigation ideas.

Conduct outreach to Chamber of Commerce and arts and culture groups to gauge interest and solicit ideas.

Consult with marketing teams on outreach strategies to include in the plan.

Develop detailed project timeline and budget.

Present full proposal to the Town Council.

2020 - 2021 IMPLEMENTATION

Conduct outreach to organizations that use the Town Square regularly to plan around the construction project (Farmer's Market, Old Bills, Chamber), local arts and culture groups to solicit ideas.

Work with staff to identify key components of mitigation plans, generate 3 different concepts, gather public input on concepts using the Mobile Studio at community events to collect a broad range of public comments and new ideas.

Prototype, test, and assess mitigation plans in 2020.

Finalize plans for 2020 with senior staff input and present to Town Council.

Produce and disseminate multiple videos: communicate information about the coming project, show new ideas to reconfigure the streetscape during construction.

Support businesses events, amenities, and installations with creative promotions that benefit downtown businesses effected by the construction.



“METHODS

Lighter, Quicker, Cheaper

“There is growing momentum to get “back to the basics” of what makes cities thrive. Many of the most effective and immediate solutions are lighter, quicker, and cheaper than traditional top-down approaches to improving cities. The quality of a public space has always been best defined by the people who use it. The growing success of ‘**Lighter, Quicker, Cheaper**’ (LQC) projects all over the world is proof that expensive and labor-intensive initiatives are not the only, or even the most effective, ways to bring energy and life into a community’s public space. One of the greatest advantages of LQC is the ability to create and test a project immediately and with direct community involvement.” *Project For Public Spaces*



WHY WORK WITH JHPA?

Prototype and test project ideas designed with community involvement.

Use **lighter quicker cheaper** methods to temporarily enhance public spaces.

Temporary changes cost less, and involve less time than permanent capital projects and can help inform future changes.

Encourage community buy-in to changes by demonstrating how new street layouts and amenities impact the downtown.

Community input collected at events and locations around Jackson involves diverse stakeholders in generating new solutions.

Clear and consistent communication with the community will alleviate confusion and frustration during construction.

Giving people a reason to visit downtown during construction will help mitigate the negative economic impact on local businesses.

Creative placemaking strengthens partnerships between arts and culture and local businesses benefits both entities.





Many creative placemaking events and activities happen in and around the Town Square.

PERFORMANCES & ACTIVITIES



JHPA Experience

Places of Possibility - POP

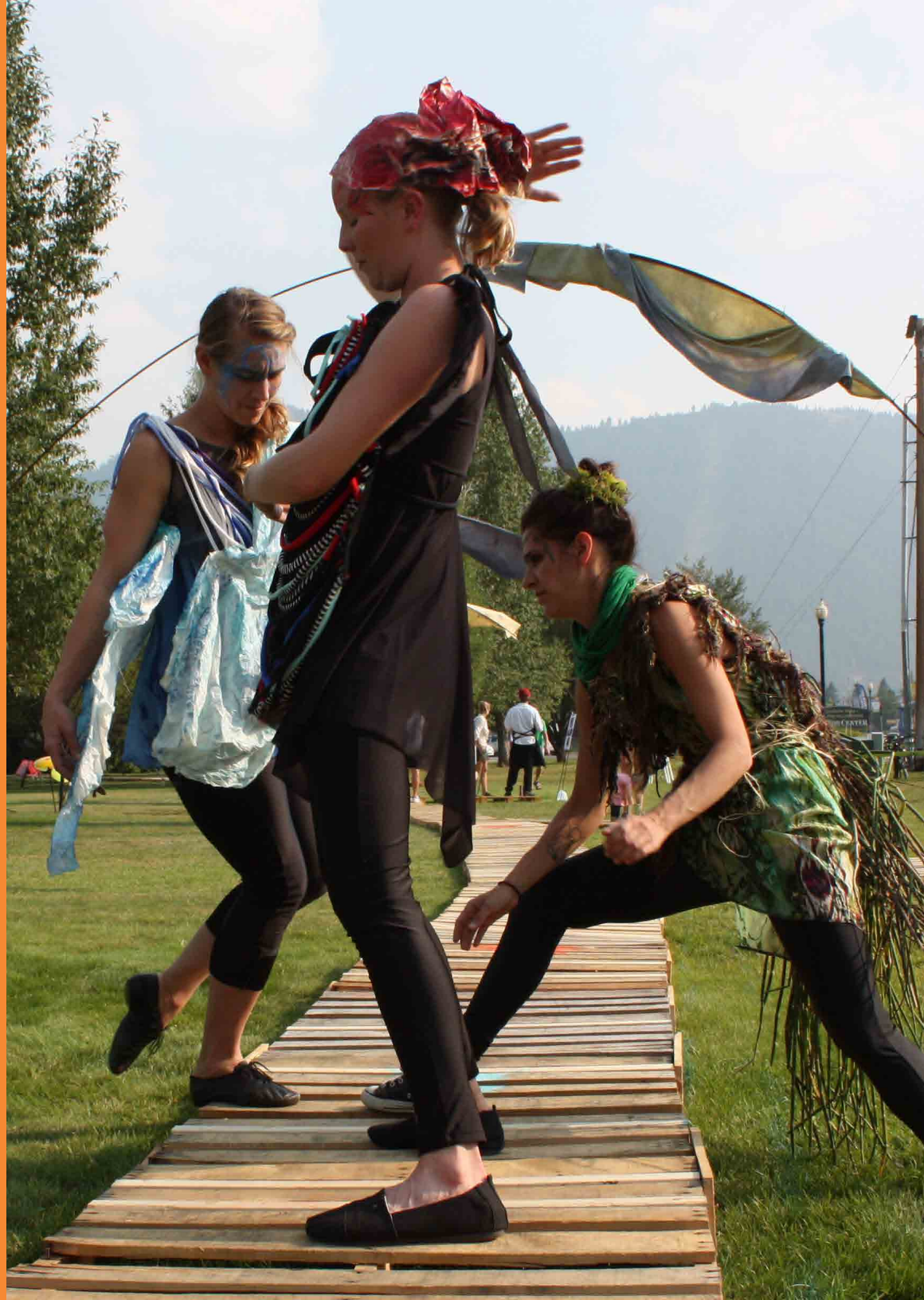
In our placemaking work we transform a public space for a purpose. We have transformed Deloney Street, Center Street, and North Cache Streets for a day at a time.

On Deloney St. we commissioned artists to create a pedestrian plaza using seating and umbrellas, performances and various creative uses of the streetscape.

At North Park, we gathered public feedback on design concepts and used this information to generate the framework for a permanent public art project.

On Center Street we coordinated with each business to offer hot drinks, art openings, and shopping specials that drew the locals into the Town Square.

Additionally, we have installed large-scale and permanent public art for a variety of partners with budgets ranging from \$500 - \$300,000.





Tools: Mobile Design Studio

Making improvements or changes to the Town Square has been met with resistance from some business owners, however, the Town Square is the central gathering space meant for all of our community.

To solicit comments and ideas from a broad population the mobile studio will be deployed to locations where people live, work, and play. This approach engages new audiences and is a more equitable way to solicit public input.



Portfolio

Deloney St. POP

Funded by
Private Donations



One day transformation of Deloney St. Amenities included umbrellas, a bench design exhibition, food delivery service and performances throughout the day. The street felt like a plaza, replete with fun and unexpected situations.



Center St. POP

Funded by
Private Donations



One day transformation of Center Street into a sledding hill with 5' tall bowling pins, hundreds of ice candles illuminated the streets, gas firepits warmed pedestrians, food truck, DJ, and live projection mapping. Businesses hosted open houses with snacks and drinks and holiday shopping specials. Families and young professionals frequented the businesses and enjoyed sledding.





Carrie Geraci | Executive Director

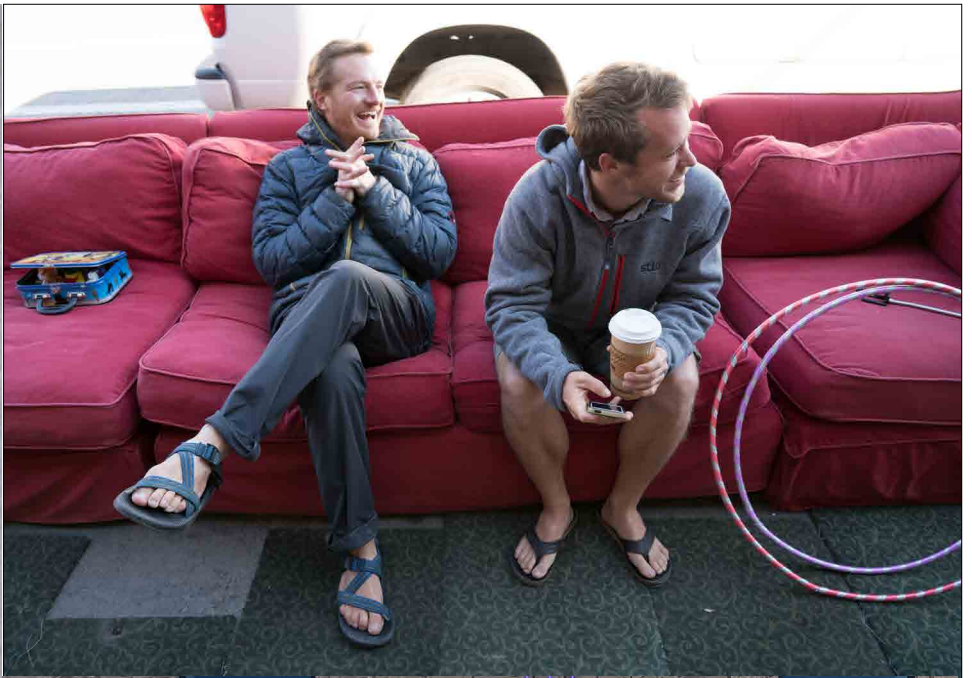
Carrie Geraci founded JH Public Art as a non-profit public art program in 2010. Geraci and her staff have installed 14 public art projects in partnership with public and private developers; consulted on public art plans for the town of Jackson, Teton Village Association, and St. John's Medical Center; and produced the Public Art & Placemaking Toolkit for Rural Communities in the Intermountain West, a resource for communities looking to launch public art and creative placemaking programs. Geraci was recently named to the Americans for the Arts Advisory Council for the Public Art Network and has a Bachelor of Arts degree from Brown University.



Cal Brackin | Project Manager

Cal Brackin joined JH Public Art in July 2017, after participating in a Clinton Fellowship in India. Cal helps manage community-driven projects and lends support in youth development, communication, and graphic design.

Jackson Hole Public Art's office is located in the Center for the Arts, the hub of artistic activity in downtown Jackson. We collaborate with other arts and culture groups and have experience creating multi-disciplinary events.





TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: October 30, 2018
MEETING DATE: November 5, 2018

SUBMITTING DEPARTMENT: Town Clerk
DEPARTMENT DIRECTOR: Roxanne Robinson
PRESENTER: Sandy Birdyshaw

SUBJECT: Public Hearing for a new Restaurant Liquor License: Kim's Corner LLC d/b/a Bäpp

PURPOSE STATEMENT

The Town Council is the local licensing authority for the issuance, renewal and transfer of all liquor licenses within the Town of Jackson.

It is necessary for the Mayor to OPEN A PUBLIC HEARING to hear protests against the issuance of liquor licenses. After public comment has been heard, the Mayor must CLOSE THE PUBLIC HEARING. Then Council is able to act on the application.

BACKGROUND/ALTERNATIVES

Kim's Corner LLC *dba* Bäpp, submitted an application for a new restaurant liquor license located at 340 West Broadway (the old Ocean City building). The building is currently undergoing remodel and furnishing upgrades with plans to open for business in early-to-mid December 2018.

This application has been distributed to the Wyoming Liquor Division, Police Department, Town Attorney, Building and Planning Department, Fire/EMS, and the Town Clerk's office for review.

The following is an excerpt from Wyoming Statutes (W.S.) 12-4-104 (b) regarding the issuance of a liquor license:

(b) A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:

- (i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;*
- (ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;*
- (iii) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;*
- (iv) The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or*
- (v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.*

ATTACHMENTS

Restaurant liquor license application

FISCAL IMPACT

Issuance of this license would result in the collection of \$500 for prorated application fees this year and \$1500 in fees at next year's renewal.

STAFF IMPACT

Minimal.

LEGAL REVIEW

Complete.

RECOMMENDATION

Staff requests the Council to consider this application while keeping in mind the criteria listed in Wyoming Statutes (copied above) regarding issuing liquor licenses and concerns raised from staff review.

The Council has several options available to them at this meeting, which may include:

1. Approve the application with suggested conditions:
 - 1) Prior to license issuance, the applicant shall comply with all Town of Jackson Building Codes, Fire, Health & Safety Codes, and the Land Development Regulations, and will have obtained all required permits and approvals from all applicable Town/County departments.
 - 2) Prior to license issuance, the applicant shall provide a copy of the food service permit.
 - 3) Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.
2. Deny the application.
3. Postpone action to the next regular meeting.

SUGGESTED MOTION

While staff does not recommend approval or denial of the application, Council motions are generally stated in the affirmative as suggested:

I move to approve the issuance of a restaurant liquor license to Kim's Corner LLC *dba* Bäpp for the remaining license year ending 3/31/2019, subject to the conditions listed in the staff report and further direct the Town Clerk to issue the licenses upon confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv).

NEW or TRANSFER LIQUOR LICENSE or PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #:			
Trf from:			
Reviewer:	Initials	Date	
Agent:		/	/
Chief:		/	/

To be completed by Town Clerk

License Fees	Annual Fee: \$	Local License #
# mths <u>4</u>	Prorated Fee: \$ <u>500.00</u>	Date filed with clerk: <u>10/24/2018</u> <u>SB</u>
	Transfer Fee: \$	Advertising Dates: (2 Weeks) <u>10/31</u> & <u>11/7</u>
	Publishing Fee: \$ <u>100.00</u>	Hearing Date: <u>11/19/2018</u>
License Term: <u>12</u> / <u>1</u> / <u>2018</u> through <u>3</u> / <u>31</u> / <u>2019</u>		
Month Day Year	Month Day Year	

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

Applicant: Kim's Corner LLC

Trade/Business Name (dba): Bäpp

Building to be licensed/Building Address: 340 W. Broadway
Number & Street

Jackson WY 83001
City State Zip County

Mailing Address: Po Box 8333 Jackson WY 83002
Number & Street Name or P.O. Box City State Zip

Business Telephone Number: (307) [REDACTED] Fax Number: ()

E-Mail Address: [REDACTED]@yahoo.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
W. 38' LOT 2, BLK. 4, WORT-1 Lots 3-4, BLK. 4, WORT-1 DC ZONING

FILING FOR	FILING IN (CHOOSE ONLY ONE)	FILING AS (CHOOSE ONLY ONE)
☒ NEW LICENSE	☒ CITY OF: JACKSON	☐ INDIVIDUAL
☐ TRANSFER OF LOCATION	☐ COUNTY OF: _____	☐ PARTNERSHIP
☐ TRANSFER OWNERSHIP	☐ ASSIGNMENT LETTER ATTACHED	☐ LP/LLP
FORMERLY HELD BY: _____		☒ LLC
		☐ CORPORATION
		☐ LTD PARTNERSHIP
		☐ ORGANIZATION
		☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)		
RETAIL LIQUOR LICENSE: ☐ ON-PREMISE ONLY (BAR) ☐ OFF-PREMISE ONLY (PACKAGE STORE) ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	☒ RESTAURANT LIQUOR LICENSE ☐ RESORT LIQUOR LICENSE ☐ BAR AND GRILL LIMITED RETAIL (CLUB): ☐ VETERANS CLUB ☐ FRATERNAL CLUB ☐ GOLF CLUB ☐ SOCIAL CLUB	☐ MICROBREWERY ☐ WINERY ☐ DISTILLERY SATELLITE ☐ WINERY SATELLITE ☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT SPECIAL DESIGNATIONS: ☐ CONVENTION FACILITY ☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM ☐ GOLF CLUB ☐ GUEST RANCH ☐ RESORT

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

☒ FULL TIME (e.g. Jan through Dec)	☐ SEASONAL / PART-TIME	☐ NON-OPERATIONAL / PARKED
If not full time, specify: Months of Operation from _____ to _____	Days of Week (e.g. Mon through Saturday) from <u>SUN</u> to <u>SAT</u>	Hours of Operation (e.g. 10am to 2am) ✓ from <u>8 AM</u> to <u>10 PM estimate</u>

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

- (1) **OWN** the licensed building? ☐ YES (own)
- (2) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

If Yes, please submit a copy of the lease and indicate:

- (A) Lease expiration date Sept 30, 2023 located on page 1 paragraph 6 of lease.
- (B) Where the **Sales** provision for alcoholic or malt beverages is located, on page 17 paragraph 6-1 of lease.
 (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b)

☐ YES ☒ NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

(a) Hold any interest in the license applied for?

☐ YES ☒ NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?

☐ YES ☒ NO

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?

☐ YES ☒ NO

(d) If you answered YES to any of the above, explain fully and submit any documents in connection there within:
4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b)

☐ YES ☒ NO

If "YES", explain:

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102 (a) (ii) & (iii)
List each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip <i>DO NOT LIST PO BOX</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership, or Limited Partnership: W.S. 12-4-102 (a) (iv) & (v)

List each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete the box below.

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip <i>DO NOT LIST PO BOX</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Hyunnam Degmon				1	100	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a)

☐ YES ☐ NO**8. RESTAURANT LICENSE:**(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)
(e.g. 10 x 12 room in SE corner of building): 3'x16' in East side of building

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a)

☒ YES ☐ NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f)

☒ YES ☐ NO**9. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land?

W.S. 12-4-401(b)(i)

☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)

☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms?

W.S. 12-4-401(b)(iii)

☐ YES ☐ NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)?

W.S. 12-4-401(b)(iv)

☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

1. If Yes, have you submitted a copy of the food and beverage contract/lease?

☐ YES ☐ NO**10. MICROBREWERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY(b) Do you self distribute your products? W.S. 12-2-201(a)
(Requires wholesaler license with the Liquor Division)☐ YES ☐ NO(c) Do you distribute your products through an existing malt beverage wholesaler?
W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division)☐ YES ☐ NO**11. WINERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY**12. LIMITED RETAIL (CLUB) LICENSE:****FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO**13. LIMITED RETAIL (CLUB) LICENSE:****VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO**14. LIMITED RETAIL (CLUB) LICENSE:****GOLF CLUBS** W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e):(a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g)

☐ YES ☐ NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease?

☐ YES ☐ NO

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO
- (g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

- ☒ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- ☒ Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- ☒ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii) / W.S. 12-4-403(b) / W.S. 12-4-301(e).
- ☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers. W.S. 12-4-102(b)

Signed and sworn to before me on this 18th day of October, 2018 that the facts alleged in the foregoing instrument are true by the following:

1)	 (Signature)	Hyunnam Degman (Printed Name)	Owner Title
2)	 (Signature)	 (Printed Name)	 Title
3)	 (Signature)	 (Printed Name)	 Title
4)	 (Signature)	 (Printed Name)	 Title
5)	 (Signature)	 (Printed Name)	 Title
6)	 (Signature)	 (Printed Name)	 Title

Signature of Notary Public



My commission expires: 01/12/2022



October 18, 2018

Kim's Corner LLC
DBA BAPP
Hyunnam K Degman
PO Box 8333
Jackson, WY 83001

Letter of Good Standing

To whom it may concern,

It is my understanding that you are intending to apply for a liquor license with the Town of Jackson and that as part of your application, you have been asked to provide a Letter of Good Standing from First Interstate Bank.

I, Eric Ryan, an employee of First Interstate Bank, hereby certify the following:

1. The above mentioned customer has a current and active account with First Interstate Bank
2. The above mentioned customers account is in good standing as of October 18, 2018

I am hopeful that the information provided in this letter will be supportive of your needs, but should you have additional need please contact me at (307) 732-7851. Thank you.

Regards,

A handwritten signature in blue ink that reads 'Eric Ryan'.

Eric Ryan

Financial Services Representative II

First Interstate Bank

First Interstate Bank
Albertson's Office
105 Buffalo Way
P.O. Box 11095
Jackson, WY 83002-1095
307-732-7932

First Interstate Bank
Main Office - 842 W Broadway
Office Building - 802 W Broadway
P.O. Box 11095
Jackson, WY 83002-1095
307-734-7373
www.firstinterstatebank.com

First Interstate Bank
Town Square Office
120 E Broadway
P.O. Box 11095
Jackson, WY 83002-1095
307-732-7883

From: Sara Budge [mailto:sara.budge@wyo.gov]
Sent: Wednesday, October 24, 2018 11:23 AM
To: Sandy Birdyshaw <sbirdyshaw@jacksonwy.gov>
Subject: Re: Kim's Corner food permit

Kim is working with the Teton County Health Department to obtain a food license at 340 West Broadway.

Thank you
Sara Budge

--

Sara Budge, REHS
Environmental Health Supervisor
307-732-8490



Bapp Menu

Breakfast

Breakfast Egg Sandwich
Waffle
Bacon, Sausage, Ham, Veggie
w/Eggs, Potato and Toast
Kimchie Fried Rice w/ Egg
Veggie Egg Pancake
Square Kimbap
Granola Bowl
Fruit Bowl

Lunch

No1. Spicy Pork w/ Rice+Salad
No2. Spinach Soy Ginger Beef w/Rice+Salad
No3. Rice Bowl-Pork, Beef, Chicken, Shrimp or Tofu
No4. Teriyaki Chickken w/Rice+Salad
No5. Tofu Dish w/Rice+Salad
No6. Kimchi Dish w/Rice+Salad
Fried Noodle-Chicken, Beef, Pork, Shrimp or Tofu
Banh Mi Sandwich

Dinner

BBQ w/Rice, Kimchi, Salad+3 Banchan)
Spicy pork
Pork Rib
LA Galbi
Beef Rib
Bulgogi
Chicken Teriyaki
Salmon
Tofu

Rice Dish
Rice Bowls
Dolsot Bibimbap
Bibimbap
No3 Bibimbap
Raw Fish Bibimbap

Fried Rice
Kimchi , Kimchi-Tuna, Spicy, Egg and Ham Fried rice

Noodle Dish
Kim's fried Noodle- Chicken, Beef, Shrimp or Tofu
Jabchae
Jjampong(Spicy Seafood soup)

Stew
Sundubu
Miso
Kimchi
Spicy Chicken

Kid's Menu

Triangle
Fried Noodle
Riceballs
Ham and Egg fried rice
Chicken Tenders w/Rice
Chicken Tenders w/Fries

Plan of Operations

- ① Customers will be seated in dining room and provided a food menu
- ② Waitress will take food and drink orders
- ✓ ③ Food prepared in kitchen and alcoholic drinks will be prepared in the dispensing room and delivered to customers in the dining room.

* Some of call-in To-go food orders will be delivered through the drive-thru window.

No alcohol will be provided on To-Go orders

Outside

EXIT

Storage Cabinet

Hand Sink

Dispensing Room

Soda Machine

Entrance

Frame in opening

Diningroom

Kitchen

Cashier Host Area

Dining Room

Exit

ENTRY

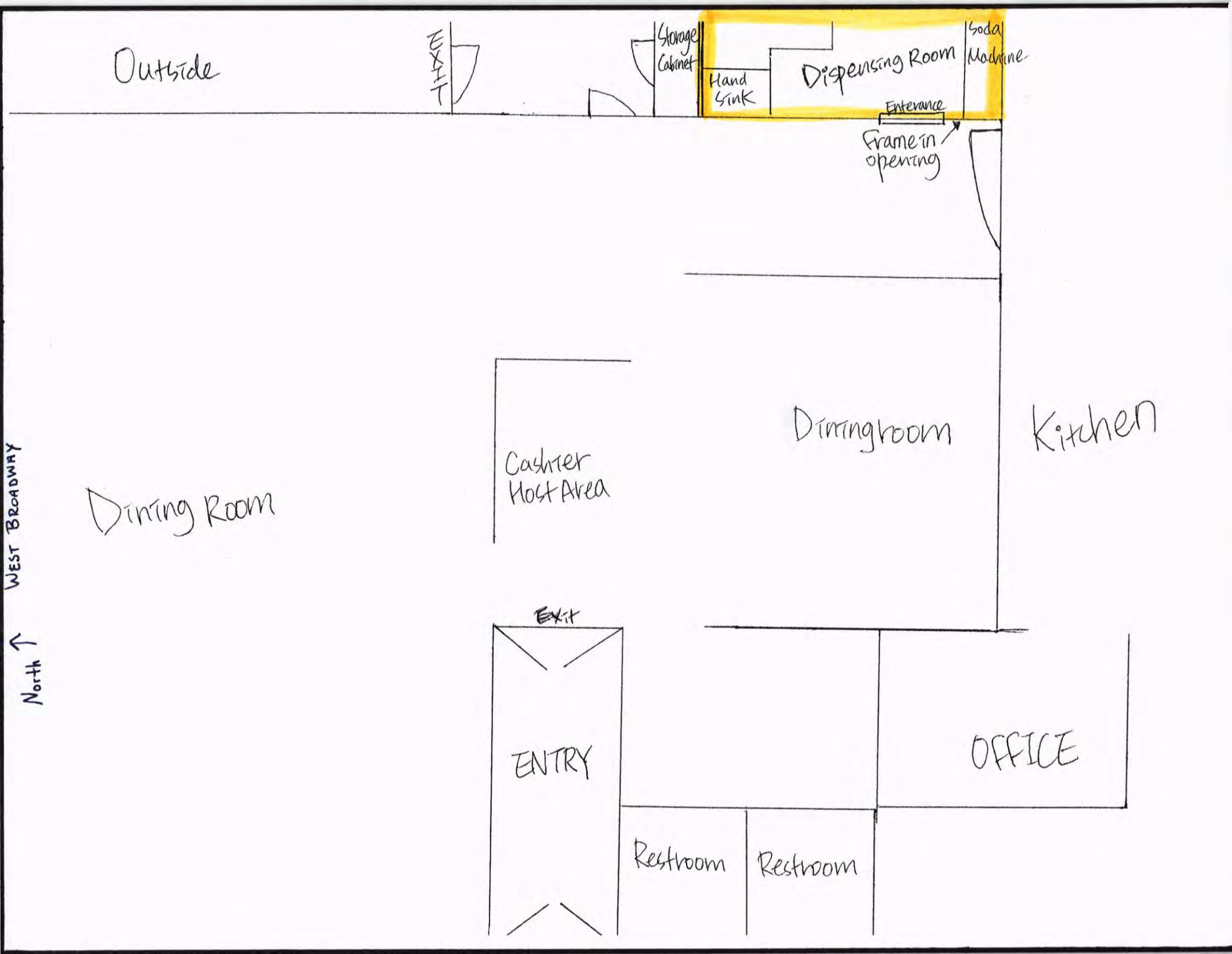
OFFICE

Restroom

Restroom

WEST BROADWAY

North ↑



RESTAURANT LEASE
340 West Broadway Avenue
Jackson, Wyoming 83001

This Lease (the "**Lease**") is made as of August 31, 2018, between CCC'S 340, LLC, a Wyoming limited liability company (the "**Landlord**") and Kim's Corner (the "**Tenant**").

The following schedule (the "**Schedule**") is an integral part of this Lease and is incorporated into the body of the Lease. Terms defined in this Schedule shall have the same meaning throughout the Lease.

SCHEDULE

1. **Building:** the building located at 340 West Broadway Avenue, Jackson, Wyoming.
2. **Premises:** the real property and Building located at 340 West Broadway Avenue, Jackson, Wyoming.
3. **Security Deposit:** \$[REDACTED], to be paid upon execution of the Lease in accordance with Section 18 below.
4. **Commencement Date:** October 1, 2018.
5. **Rent Commencement Date:** December 1, 2018.
6. **Term:** October 1, 2018 to September 30, 2023 (the "**Initial Term**").
7. **[Guarantor: Matthew Degman, who have each entered into the Guaranty attached as Exhibit A.]**
8. **Base Rent:**

Period	Monthly Base Rent	Annual Base Rent
October 1, 2018 – November 30, 2018	[REDACTED]	
December 1, 2018 – March 31, 2019		
April 1, 2019 – March 31, 2020		
April 1, 2020 – March 31, 2021		
April 1, 2021 – March 31, 2022		
April 1, 2022 – March 31, 2023		
April 1, 2022 – September 30, 2023		
Option Term – Year One		
• October 1, 2023 – March 31, 2024		
• April 1, 2024 – September 30, 2024		
Option Term – Year Two		
• October 1, 2024 – March 31, 2025		
• April 1, 2025 – September 30, 2025		
Option Term – Year Three		
• October 1, 2025 – March 31, 2026		
• April 1, 2026 – September 30, 2026		
Option Term – Year Four		
• October 1, 2026 – March 31, 2027		
• April 1, 2027 – September 30, 2027		
Option Term – Year Five		
• October 1, 2027 – March 31, 2028		
• April 1, 2028 – September 30, 2028		

10. **Options:** One (1) Option Term of five (5) Lease Years as defined in Section 27.1 below. Base Rent for the Option Term is as set forth above.

13. **Early Access.** Notwithstanding the stated Commencement Date, Landlord has agreed that Tenant may have access to, and take possession of, the Premises prior to the Commencement Date, on the date that this Lease is executed and delivered ("**Early Access Date**"). From and after the Early Access Date, Tenant shall comply with all of the terms and provisions of this Lease, except the obligation to pay Base Rent and Operating Costs. Prior to the Early Access Date, Tenant shall deliver to Landlord evidence (in form and substance reasonably acceptable to Landlord) that Tenant is in compliance with the insurance requirements of Section 8.3 of this Lease.

14. **Inspection.** Tenant has been given the opportunity to inspect the Premises and all furniture, fixtures, equipment and improvements prior to execution of this Lease. Tenant shall immediately disclose to Landlord any material defects discovered during such inspection. Tenant hereby acknowledges and agrees that it is accepting the Premises, including all furniture, fixtures, equipment and improvements, in as-is condition, subject to any and all faults and defects, as more particularly set forth in Section 3.1 below. Tenant further acknowledges that it is entering into this Lease without any expectation or commitment on the part of Landlord to build-out or otherwise improve the Premises or any of the furniture, fixtures, equipment or improvements.

LEASE AGREEMENT

1. **LEASE AGREEMENT.** On and subject to the terms stated in this Lease, Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, for the Term beginning on the Commencement Date and ending on the last day of the Term, as may be extended for Option Term pursuant to this Lease, unless extended or sooner terminated pursuant to this Lease.

2. **RENT.**

2.1 Tenant shall pay the following Rent to Landlord at the address of the Landlord set forth in Section 20.

(a) **Base Rent.** Tenant shall pay Base Rent in monthly installments in advance on or before the first day of each month of the Term in the amount set forth on the Schedule.

(b) **Operating Costs.** Tenant shall pay all Operating Costs (as defined in Section 2.2) in relation to the Premises. Landlord may require Tenant to pay such Operating Costs as of the first of each month of the Term in 1/12 estimated amounts of the Operating Costs based on the prior year's Operating Costs or upon newly obtained information (such as revised tax amounts) payable in any 12 month period, as may be re-estimated by Landlord from time to time, or Landlord may require Tenant to pay Operating Costs as and when submitted to Tenant and prior to the due date thereof of any such amounts (or within 5 business days of presentation from Landlord, whichever is later), in Landlord's discretion. In the event that Landlord requires Tenant to pay estimated Operating Costs, Landlord shall within 120 days of a calendar year end, or as soon as is practicable thereafter, provide Tenant with a statement of adjustments for the prior calendar year based on actual amounts incurred, and, as applicable, Tenant shall pay or Landlord shall credit against Rent (or refund if the Term has expired) any amount due within 5 days of the statement.

(c) **Additional Rent.** Tenant shall pay as rent ("Additional Rent") all costs, expenses, liabilities, and amounts which Tenant is required to pay under this Lease, excluding Base Rent and Operating Costs, but including any interest for late payment of any item of Rent. The term "Rent" as used in this Lease means Base Rent, Operating Costs and Additional Rent. Tenant's agreement to pay Rent is an independent covenant, with no right of setoff, deduction or counterclaim of any kind.

2.2 **Definitions.**

(a) **Included Operating Costs.** "Operating Costs" means any expenses, costs and disbursements, paid or incurred by Landlord in connection with the management (so long as all such Operating Costs attributable to "management" do not exceed 3% of gross Rent (a "Management Fee")), maintenance, operation, Landlord's liability insurance in relation to the Premises, reasonably necessary repair and other related activities in connection with any part of the Premises and of the personal property, fixtures, machinery, equipment, systems and apparatus used in connection therewith, including the cost of providing those services required to be furnished by Landlord under this Lease. Operating Costs includes the costs of any capital improvements which are intended and reasonably necessary to reduce Operating Costs or improve safety, and those made to keep the Building in compliance with governmental requirements applicable from time to time (collectively, "Included Capital Items"); provided, that the costs of any Included Capital Item shall be amortized by Landlord over the estimated useful life of such item and such amortized costs are only included in Operating Costs for that portion of the useful life of the Included Capital Item which falls within the Term. Taxes (defined below) shall be Operating Costs.

(b) **Excluded Operating Costs.** Operating Costs shall not include:

- i. costs of alterations of tenant premises that are the obligation of the Landlord;
- ii. costs of capital improvements other than Included Capital Items;

- iii. interest and principal payments on mortgages or any other debt costs, or rental payments on any ground lease of the Building;
- iv. real estate brokers' leasing commissions;
- v. legal fees, space planner fees and advertising expenses incurred with regard to leasing the Building or portions thereof;
- vi. any cost or expenditure for which Landlord is reimbursed, by insurance proceeds or otherwise, as Operating Costs paid by Tenant;
- vii. depreciation (except on any Included Capital Items);
- viii. legal and auditing fees which are for the benefit of Landlord such as collecting delinquent rents, preparing tax returns and other financial statements, and audits other than those incurred in connection with the preparation of reports required pursuant to **Section 2.1** above;
- ix. the wages of any employee for services not related directly to the management, maintenance, operation and repair of the Building; and
- x. fines, penalties and interest, except to the extent caused by Tenant.

(c) **Taxes.** "Taxes" means any and all taxes, assessments and charges of any kind, general or special, ordinary or extraordinary, levied against the Premises by any governmental authority, which Landlord shall pay or become obligated to pay in connection with the ownership, leasing, renting, management, use, occupancy, control or operation of the Premises or of the personal property, fixtures, machinery, equipment, systems and apparatus used in connection therewith. Taxes shall include real estate taxes, personal property taxes, special or general assessments, transit taxes, and ad valorem taxes. Taxes shall also include all fees and other costs and expenses paid by Landlord in seeking a refund or reduction of any Taxes, to the extent of Landlord's successful tax savings. Any refund or other adjustment to any Taxes by the taxing authority, shall apply during the year in which the adjustment is made. Taxes shall not include any net income capital, stock, succession, transfer, franchise, license tax payable to the Wyoming Secretary of State, gift, estate or inheritance tax, except to the extent that such tax shall be imposed in lieu of any portion of Taxes.

(d) **Lease Year.** "Lease Year" means each consecutive twelve-month period beginning with the Commencement Date, except that if the Commencement Date is not the first day of a calendar month, then the first Lease Year shall be the period from the Commencement Date through the final day of the twelve months after the first day of the following month, and each subsequent Lease Year shall be the twelve months following the prior Lease Year.

2.3 Computation of Base Rent and Rent Adjustments.

(a) **Prorations.** If this Lease begins on a day other than the first day of a month, the Base Rent and Operating Costs shall be prorated for such partial month based on the actual number of days in such month. If this Lease begins on a day other than the first day, or ends on a day other than the last day, of the fiscal year, Operating Costs shall be prorated for the applicable fiscal year.

(b) **Default Interest.** Any sum due from Tenant to Landlord, which is not paid by the fifth (5th) business day after notice from Landlord, shall bear interest from the date due until paid at Wall Street Journal "prime" rate plus 4% per annum. In addition to such interest Rent or other amounts owed by Tenant, which is not paid by the fifth (5th) business day after notice from Landlord, shall be subject to a late charge of 3% of the amount due. Tenant acknowledges that late payments will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which would be impossible or extremely difficult to ascertain. Those costs include processing and accounting charges, interest and late charges imposed by mortgagees, and other general and administrative expenses. Tenant agrees that the late charges and interest contemplated by this Section represent a fair and reasonable estimate of the costs which Landlord will incur as a result of any such late payments by Tenant.

(c) **Books and Records.** Landlord shall maintain books and records reflecting the Operating Costs in accordance with sound accounting and management practices. No more than once in any 12 calendar months, Tenant and its agent or certified public accountant shall have the right to inspect Landlord's records at Landlord's office upon at least 10 business days' prior notice and during normal business hours. The results of any such inspection shall be kept strictly confidential by Tenant and its agents. Unless Tenant sends to Landlord any written exception to such report within 90 days of receiving an annual statement of adjustments pursuant to **Section 2.1(b)**, such report shall be deemed final and accepted by Tenant. Tenant shall pay the cost of such audit unless Landlord's original determination of annual Operating Costs are overstated the amounts thereof by more than the greater of \$2,000 or five percent (5%), in which case, Landlord shall reimburse Tenant for the reasonable out of pocket costs of Tenant. No auditors or agents of Tenant employed to review Landlord's records shall be paid on a contingent basis, and shall only be paid on an hourly basis.

(d) **Miscellaneous.** So long as Tenant is in default of any obligation under this Lease, Tenant shall not be entitled to any refund of any amount from Landlord and such amounts shall be credited to the amount due from Tenant. If this Lease is terminated for any reason prior to the annual determination of Operating Costs, either party shall pay the full amount due as of the date of termination to the other within thirty (30) days after Landlord's notice to Tenant of the amount when it is determined. Landlord may commingle any payments made with respect to Operating Costs and any Security Deposit of Tenant, without payment of interest.

3. **CONDITION OF PREMISES; POSSESSION AND SURRENDER OF PREMISES.**

3.1 **Condition of Premises.** Subject to Tenant's right of inspection set forth above, Tenant accepts the Premises in their present AS-IS condition. Tenant's taking possession of any portion of the Premises shall be conclusive evidence that the Premises were in good order, repair and condition. If Landlord authorizes Tenant to take possession of any part of the Premises prior to the Commencement Date for purposes of conducting business, all terms of this Lease shall apply to such pre-Term possession, including Base Rent at the rate set forth for the first Lease Year in the Schedule (without regard to the Rent Commencement Date) prorated for any partial month.

3.2 **Maintenance.** Throughout the Term, Tenant shall maintain the Premises in their condition as of the Completion Date, loss or damage caused by the elements, ordinary wear and tear, and fire and other casualty excepted, and at the termination of this Lease, or Tenant's right to possession, Tenant shall return the Premises to Landlord in broom-clean condition. To the extent Tenant fails to perform such obligations, Landlord may, but need not, restore the Premises to such condition and Tenant shall pay the cost thereof.

4. **BUILDING SERVICES.**

4.1 **Utilities.** Tenant shall pay directly to the appropriate utility company (or to Landlord if and to the extent Landlord supplies same), before delinquency, all charges for water, gas, sewer, HVAC, electricity, telephone, trash, grease interceptor and all other services and utilities supplied to the Premises (including any and all necessary start-up and hook-up charges and fees, including cost of utility meters, and charges which may accrue when the utility is first supplied to the Premises), together with any taxes thereon. If any such charges are due from Tenant directly to the utility company and are not paid when due, Landlord, at its option, may pay the same and any amount so paid by Landlord shall thereupon be due to the Landlord from Tenant as Additional Rent.

4.2 **Janitorial Service.** Subject to Landlord's obligations during the Breakfast Accommodation Period (as defined in Section 6.4), Tenant shall, at its sole cost and expense, obtain janitorial service for the Premises or undertake such services itself; provided, however, that in the event Tenant undertakes such services itself, the level of cleanliness must be acceptable to Landlord in its reasonable discretion.

4.3 **Interruption of Services.** Tenant's inability to obtain the Services set forth in Section 4.1, or any cessation thereof resulting from any causes, including without limitation any entry for repairs pursuant to this Lease, and any reasonable renovation, redecoration or rehabilitation of any area of the Building shall not render Landlord liable for damages to either person or property or for interruption or loss to Tenant's business, nor be construed as an eviction of Tenant, nor work an abatement of any portion of Rent, nor relieve Tenant from fulfillment of any covenant or agreement hereof. However, in the event that an interruption of the services set forth in this Section 4 is within Landlord's reasonable control and such interruption causes the Premises to be untenable for a period of at least three (3) consecutive days, monthly Rent shall be thereafter abated proportionately until such services are restored.

5. **TENANT IMPROVEMENTS; ALTERATIONS AND REPAIRS.**

5.1 **Landlord's Consent and Conditions.** Tenant shall not make any improvements or alterations to the Premises (the "Work") without in each instance submitting plans and specifications for the Work to Landlord and obtaining Landlord's prior written consent, which consent may be withheld or conditioned in Landlord's reasonable discretion. In the event such plans and specifications are submitted to Landlord and neither approved or denied within thirty (30) calendar days of such submittal, those plans and specifications shall be deemed denied by Landlord. Landlord will be deemed to be acting reasonably in withholding its consent for any Work which (a) impacts the base structural components or systems of the Building, (b) impacts any other units in the Building, or (c) is visible from outside the Premises. Tenant shall pay for the cost of all Work. All Work shall become the property of Landlord upon its installation, except for Tenant's trade fixtures and for items which Landlord requires Tenant to remove at Tenant's cost at the termination of the Lease pursuant to Section 5.6. In no event shall Tenant be deemed to be an agent for Landlord in relation to any Work or deemed to bind Landlord or engage any Work on behalf of Landlord.

(a) **Approved Tenant Improvements.** Notwithstanding the foregoing, Landlord has approved the tenant improvement work (the "Approved Tenant Work") described in Exhibit B. Tenant shall obtain Landlord's written consent to any variations or additions to the Approved Tenant Work. Tenant shall be responsible for (i) all costs associated with the Approved Tenant Work, (ii) completing the Approved Tenant Work on or before December 1, 2018; (iii) obtaining all permits and approvals necessary for the Approved Tenant Work; and (iv) providing Landlord with full, unconditional and final lien waivers for contracted work or materials supplied from Tenant's general contractor and all subcontractors and material suppliers providing goods and services in connection with completion of the Approved Tenant Work, all in form and substance reasonably acceptable to Landlord.

(b) **Landlord Improvements.** Landlord will repair or replace (if deemed necessary in Landlord's sole discretion), the items listed on Exhibit C (the "Landlord Work"). Following completion of the Landlord Work, Tenant will be responsible for all maintenance related to the Landlord Work.

5.2 **Repair.** Landlord may, but is not required to, at any reasonable time make any repairs or alterations which Landlord deems necessary for the safety or protection of the Building, or which Landlord is required to make by any court or pursuant to any Governmental Requirement (defined in Section 4); provided, however, Landlord agrees to use reasonable efforts to minimize interference with access to or visibility of the Premises during the performance of such repairs or alterations.

5.3 **Maintenance by Tenant.** Tenant shall, at its sole cost and expense, furnish, maintain and replace all electric light bulbs, tubes, ballasts and tube casings and keep the Premises in good repair and condition and make all needed repairs and replacements, including without limitation replacement of cracked or broken glass, and maintenance and repair of the heating, ventilating, and air conditioning systems ("HVAC System") servicing the Premises and the parking lot (including all lot grading and other maintenance, repair and capitalized parking expenses), keep all plumbing units, pipes and connections free from obstruction and protected against ice and freezing, and shall maintain in good order and repair, and in a clean and sanitary condition, and replace, as necessary, all portions of the Premises, including storefronts, window and door frames and cases, security grills, plate glass, wall and floor coverings. Tenant shall also repair, at its sole expense, any damage in connection with any burglary or forcible entry into the Premises. If any repairs required to be made by Tenant are not made within ten (10) days after written notice is delivered to Tenant by Landlord (unless the repairs are required as a result of an actual or apparent emergency, in which event no prior notice need be given), or, if such repairs cannot reasonably be completed within such 10-day period, Tenant has not commenced such repair and is diligently pursuing the same, Landlord may, at its option, make such repairs without liability to Tenant for any loss or damage which may result to Tenant's stock or business by reason of such repairs, and Tenant shall pay to Landlord immediately upon demand as Additional Rent hereunder the cost of such repairs plus 8% of the amount thereof and failure to do so shall constitute a default by Tenant.

5.4 **HVAC Replacement.** In the event that the HVAC System (other than any kitchen ventilation, pressure equalization and hood facilities, which shall not be subject to the provisions of this Section 5.4) requires replacement and such replacement is not due to Tenant's failure to maintain the Service Contract (defined below) or to properly maintain the HVAC System, then Landlord shall replace the HVAC System at Landlord's initial cost and expense, where the cost of the HVAC System shall be amortized by Landlord over the estimated useful life of the HVAC System, with interest at six percent (6%), and such amortized cost shall be included in Operating Costs for that portion of the useful life of the HVAC System that falls within the Term.

5.5 **HVAC System Contract.** Tenant shall throughout the term of this Lease, at Tenant's sole cost and expense, obtain and keep in force a preventative maintenance service contract ("Service Contract"), in conformance with National Fire Protection Association Section 96, Chapter 11, in form and content and with a contractor reasonably acceptable to Landlord, on the HVAC System and related equipment servicing the Premises. Tenant shall provide a copy of the Service Contract to Landlord within twenty (20) days after the Rent Commencement Date and thereafter upon request.

5.6 **No Liens.** Tenant has no authority to cause or permit any lien or encumbrance of any kind to affect Landlord's interest in the Building; any such lien or encumbrance shall attach to Tenant's interest only. If any mechanic's lien shall be filed or claim of lien made for work or materials furnished to the Premises or the Building by, through or under Tenant, then Tenant shall, at its expense, within twenty (20) days thereafter, discharge the lien or bond over such lien in accordance with Governmental Requirements (as defined in Section 7.1 below), or, if Tenant, in its discretion and in good faith, determines that such lien should be contested, Tenant shall furnish such security as shall be necessary or required, in Landlord's reasonable discretion, to prevent any foreclosure against the Tenant's interest in the Premises during the pendency of such contest. If Tenant does not comply with these requirements, Landlord may discharge the lien or claim, and the amount paid, as well as attorneys' fees and other expenses incurred by Landlord, shall become Additional Rent payable by Tenant on demand.

5.7 **Ownership of Improvements; Removal.** All Work as defined in this Section 5, partitions, hardware, and all other improvements and all fixtures, except trade fixtures and equipment, constructed in the Premises by either Landlord or Tenant, (i) shall become Landlord's property upon installation without compensation to Tenant, unless Landlord consents otherwise in writing, and (ii) shall at Landlord's option either (a) be surrendered to Landlord with the Premises at the termination of the Lease or of Tenant's right to possession, or (b) be removed in accordance with this Section (unless Landlord at the time it gives its consent to the performance of such construction expressly waives in writing the right to require such removal). Upon the termination of this Lease or Tenant's right of possession Tenant shall remove from the Premises its trade fixtures, furniture, moveable equipment and other personal property, any improvements which Landlord elects shall be removed by Tenant pursuant to this Section, and any improvements to any portion of the Building other than the Premises. Tenant shall repair all damage caused by the installation or removal of any of the foregoing items. Landlord shall notify Tenant of its election to require Tenant to remove any such property, if at all, delivered at least twenty (20) days prior to the termination of the Lease. Notwithstanding the foregoing, for any improvements and fixtures installed by Tenant from and after the second Lease Year, at any time prior to completion of the improvement Tenant may request that Landlord state whether Landlord will or will not require such improvement or fixture to be removed at the termination of the Lease, and if Tenant makes a request in writing and Landlord fails to respond in fifteen (15) days, then Landlord shall be deemed to have agreed that Tenant may leave such improvement or fixture in place at the termination of the Lease. If Tenant does not timely remove such property upon such notice, then, at Landlord's election, Tenant shall be conclusively presumed to have: (i) conveyed such property to Landlord without compensation or (ii) abandoned such property, and Landlord may dispose of or store any part thereof in any manner at Tenant's sole cost, without waiving Landlord's right to claim from Tenant all expenses arising out of Tenant's failure to remove the property, and without liability to Tenant or any other person. Landlord shall have no duty to be a bailee of any such personal property. If Landlord elects abandonment, Tenant shall pay to Landlord, upon demand, any expenses incurred for disposition.

6. USE OF PREMISES.

6.1 **Permitted Use.** Tenant shall use the Premises only for a full-service restaurant and catering company. Tenant shall not allow any use of the Premises which will negatively affect the cost of coverage of Landlord's insurance on the Building. Tenant shall not allow any inflammable or explosive liquids or materials to be kept on the Premises other than quantities of such liquids or materials as may be customary for restaurant uses and cleaning, at all times in accordance with best practices and applicable law. Tenant shall (a) at all times conduct its business in the Premises in a first-class manner, including without limitation quality of products sold, décor, displays, general appearance, training and employment of qualified and knowledgeable persons, and at or above the prevailing level of quality of operations observed by similar restaurants in the Jackson, Wyoming area, and (b) take reasonable means to prevent any manner of operation or use which is not in accordance with this standard. Tenant is responsible for its own liquor license.

6.2 **Prohibited Use.** Tenant shall not allow any use of the Premises which would cause the value or utility of any part of the Premises to diminish or would interfere with any other occupant of the Building or with the operation of the Building. Tenant shall not use or permit the Premises to be used for any other purpose or purposes other than those set forth in Section 6.1, except with the prior written consent of Landlord, which consent shall not be unreasonably withheld. Without limiting the generality of the foregoing, Tenant shall not with respect to the Premises or any portion of it, either itself or allow others to (i) use the Premises in a manner inconsistent with this Section 6 or the requirements of this Lease, including, but not limited to Governmental Requirements (defined below); or (ii) conduct any fire, auction or bankruptcy sales or operate within the Premises a "wholesale" or "factory outlet" store, a cooperative store, a "second hand" store, a "surplus" store or a store commonly referred to as "discount house." Receiving and delivery of inventory shall be made only in the manner and areas prescribed by Landlord.

6.3 **Parking Lot.** Notwithstanding anything to the contrary contained herein, Tenant acknowledges and agrees that the parking lot at the Premises can be used as overnight and overflow parking (provided that such overflow parking does not unreasonable impact Tenant's business operations) by the owners, guests, employees, and invitees of the hotel/motel located 380 W Broadway, Jackson, Wyoming (currently the Mountain Modern Motel) (the "Hotel"). Landlord will be responsible for the snow plow and snow removal for the parking lot.

7. GOVERNMENTAL REQUIREMENTS; ADDITIONAL OBLIGATIONS

7.1 **Governmental Requirements.** Tenant shall comply with all applicable governmental laws, ordinances and regulations ("Governmental Requirements") applying to its use of the Premises.

7.2 **Nuisance.** Tenant shall not permit any objectionable or unpleasant odors to emanate from the Premises other than odors generated in the ordinary course of the operation of a restaurant and catering company of the style and cuisine of the Tenant's restaurant (provided, however, that no event shall any such odor be permitted to violate Governmental Requirements),

nor place or permit any radio, television, loud-speaker or amplifier on the roof or outside the Premises or where they can be seen or heard from outside the Premises (other than reasonably acceptable external music in the entranceway in compliance with Governmental Requirements), nor, without Landlord's consent, place an antenna, awning or other projection on the exterior of the Premises; nor solicit business or distribute leaflets; nor take any other action which in the exclusive judgment of Landlord would constitute a nuisance or would disturb or endanger other tenants, employees of tenants, agents, servants, customers, or other invitees of the Building or unreasonably interfere with their use of their respective premises, nor do anything which would tend to injure the reputation of the Building.

7.3 **Waste.** Tenant shall take good care of the Premises and keep it free from waste at all times. Tenant shall keep the Premises, service-ways and loading areas neat, clean and free from dirt, rubbish, insects and pests at all times. Tenant will store all trash and garbage within the area designated by Landlord for trash pickup and removal and only in receptacles of the size, design and color from time to time prescribed by Landlord. Removal of garbage and trash shall be made only in the areas from time to time prescribed by Landlord. Tenant shall be responsible for the grease interceptor maintenance and pumping.

7.4 **ADA/Tenant's Responsibility.** To Landlord's Knowledge, the Premises is currently ADA compliant. Tenant shall, at Tenant's sole cost and expense, be responsible for any alterations, modifications or improvements to the Premises, and the acquisition of any auxiliary aids, required under the ADA, including all alterations, modifications or improvements required: (i) as a result of Tenant (or any subtenant, assignee or concessionaire) being a public accommodation (as defined in the ADA); (ii) as a result of the Premises being a commercial facility (as defined in the ADA); (iii) as a result of any leasehold improvements made to the Premises by, or on behalf of, Tenant or any subtenant, assignee or concessionaire (whether or not Landlord's consent to the leasehold improvements was obtained); (iv) as a result of the employment by Tenant (or any subtenant, assignee or concessionaire) of any individual with a disability; and (v) to the extent any improvements are required to initially use the Premises. With respect to the use restrictions set forth in Section 6 of this Lease, and the restrictions on assignments and subletting set forth in Section 15 of this Lease, it is hereby specifically understood and agreed that Tenant (including any permitted assignee or sublessee) shall not make any use of the Premises which would require any alterations, modification or improvements to the Building or the Building, or require the acquisition of any auxiliary aids, required under the ADA, unless Tenant performs all those requirements at its own expense and satisfies Landlord's requirements for financial responsibility for the costs of compliance which may include, by way of example, posting of a completion bond, or establishment of an escrow account. For the purposes of this Section 7.4, the term "Landlord's Knowledge" shall mean the current, actual knowledge of the President of Landlord.

7.5 **Tenant's Specific Use.** If Tenant requires additional or larger systems, including but not limited to, fixtures, utilities, plumbing (including grease "traps" or "interceptors"), HVAC, electrical, because of Tenant's specific use of the Premises, Tenant shall be solely responsible for the payment of the additional or larger system and its installation (and at Landlord's option, the maintenance thereof) and said system shall become and be deemed to not be a trade fixture. Additionally, if Landlord incurs continuing costs with regard to such specific use items (such as, but not limited to, tax or other assessments), then Tenant shall pay to Landlord within ten (10) days of demand, the tax assessor's bill or Landlord's bill, as applicable, for such assessed or continuing expense item.

8. **WAIVER OF CLAIMS; INDEMNIFICATION; INSURANCE.**

8.1 **Waiver of Claims.** To the extent permitted by law, Tenant waives any claims it may have against Landlord or its officers, directors, employees or agents for business interruption (subject to Landlord's obligation pursuant to Section 11.4), and any other consequential or exemplary damages. Tenant also waives any claim it may have against Landlord for damage to property sustained by Tenant except damage caused solely by the negligence or willful misconduct of Landlord.

8.2 **Indemnification.** Tenant shall indemnify, defend and hold harmless Landlord and its officers, directors, employees and agents against all claims, liabilities, and expenses, including reasonable attorney fees, suffered or claimed by any person, directly or indirectly, based on, arising out of, or resulting from: (i) any injury to any person or damage to or loss of any property occurring (x) in the Premises, or (y) in the Building and arising from the use of the Premises; (ii) any act or omission or negligence of Tenant or any of Tenant's employees or agents. Should any claim, damage, loss or expense (including attorney's fees) be attributable to Landlord in whole or in part, Tenant's indemnity contribution shall be reduced accordingly and not be required at all should Landlord's fault exceed Tenant's percentage fault under comparative negligence. Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease. Landlord shall indemnify, defend and hold harmless Tenant and its officers, directors, employees and agents against all claims, liabilities, and expenses, including reasonable attorney fees, suffered or claimed by any person, directly or indirectly, based on, arising out of, or resulting from: (i) any injury to any person or damage to or loss of any property occurring (x) in the Premises, or (y) in the Building and arising from the use of the Premises, to the extent caused by the negligence or willful misconduct of Landlord.

8.3 Tenant's Insurance. Tenant shall maintain insurance as follows, with such other terms, coverages and insurers, as Landlord shall reasonably require from time to time:

(a) Commercial general liability insurance on an occurrence form, with (a) contractual liability coverage including the indemnification provisions contained in this Lease, (b) a severability of interest endorsement, (c) limits of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and not less than One Million Dollars (\$1,000,000.00) in the aggregate for bodily injury, sickness or death, and property damage, and umbrella coverage of not less than Two Million Dollars (\$2,000,000.00).

(b) Automobile liability insurance, business auto coverage form in amounts reasonably required by Landlord.

(c) Property insurance against "All Risks" of physical loss covering (i) the Premises and (ii) all improvements, fixtures and personal property, for their full replacement value.

(d) Workers' compensation or similar insurance in form and amounts required by law, including employer's liability.

(e) Product liability coverage, including, without limitation, if liquor or alcoholic beverages is sold and/or consumed on the Premises, "dram shop" coverage or liquor liability coverage or coverage for liability arising out of the consumption of alcoholic beverages consumed on or obtained at the Premises, in amounts generally accepted in the industry for such coverage at the time and reasonably approved by Landlord.

(f) With respect to Tenant's work and any alterations, improvements and the like required or permitted to be made by Tenant hereunder, contingent liability and all physical loss builder's risk insurance, covering its work in or related to the Premises in amounts reasonably satisfactory to Landlord, but in no event less than 100% of the contract sum.

(g) With respect to Tenant's work and any alterations, improvements and the like required or permitted to be made by Tenant hereunder, Tenant shall require its contractors (which shall be licensed to perform work in Jackson, Wyoming and reasonably acceptable to Landlord) to carry (and name Landlord as an additional insured) at no cost or expense to Landlord, (i) comprehensive general liability or commercial liability insurance covering all operations by or on behalf of the contractor, which shall include premises and operations coverage; products and completed operations coverage; contractual liability coverage; broad form property damage (including completed operations); explosion, collapse and underground hazards coverage; and personal injury liability coverage, with annual aggregate limits of One Million Dollars (\$1,000,000.00), and (ii) worker's compensation insurance in form and amounts as required by laws (for all work self-performed by Tenant and as to any contractor working in the Premises) and (iii) employer's liability insurance or similar insurance in form and amount as reasonably required by Landlord; and (iv) automobile liability insurance, business auto coverage form in amounts reasonably required by Landlord.

Such insurance shall contain a waiver of subrogation provision in favor of Landlord and its agents. Tenant's insurance shall be primary and not contributory to that carried by Landlord, its members, managers, equity holders and its and their agents, or mortgagee. Landlord, and if any, Landlord's building manager or agent, shall be named as additional insureds with respect to the insurance required of the Tenant in **Section 8.3(a)**. The company or companies writing any insurance which Tenant is required to maintain under this Lease, as well as the form of such insurance, shall at all times be subject to Landlord's reasonable approval, and any such company shall be licensed to do business in the state in which the Building is located. Such insurance companies shall have a current A.M. Best rating of A or better.

8.4 Insurance Certificates. Tenant shall deliver to Landlord certificates evidencing all required insurance no later than three (3) days prior to the Commencement Date and each renewal date. Each certificate will provide for thirty (30) days prior written notice of cancellation to Landlord and Tenant.

8.5 Waiver of Subrogation. Landlord and Tenant hereby waive any rights each may have against the other on account of any loss or damage sustained by either of them, their respective property, the Premises, or its contents or other portions of the Building, but only to the extent that such loss or damage is covered (and to the extent of such coverage) by insurance actually carried by either Landlord or Tenant. To the extent possible, Landlord and Tenant shall each request that their insurance companies waive any and all rights of subrogation that they might have on account of any such loss. The foregoing waivers of subrogation shall be operative only so long as they do not invalidate any such insurance policy or law.

9. FIRE AND OTHER CASUALTY. In the event of a fire or other casualty to the Premises itself not caused by Landlord's actions or omissions, then Tenant shall cause the reconstruction of the Premises unless otherwise agreed to by

Landlord, in Landlord's sole discretion, subject to the following. If the time needed to repair the Premises or portions of the Building exceeds one hundred twenty (120) days from the beginning of the restoration, or if the restoration would begin during the last three (3) months of the Lease, and the casualty caused substantial damage to the Premises, either Landlord or Tenant may terminate this Lease by notice to the other party within ninety (90) days after the notifying party's receipt of a builder's certification of the time to complete the repairs. In such case, the termination shall be effective ten (10) days from the date of the notice and Rent shall be paid by Tenant to that date, with an abatement (a) for any portion of the Premises which has been untenantable after the casualty, or (b) in the event that any damage to the Building, common areas or the Premises has a materially adverse impact on the ability of Tenant to operate its business in the Premises. Except as otherwise provided in this Section, Rent shall be abated on a per diem, proportionate basis during the restoration for any portion of the Premises which is untenantable, except to the extent that Tenant's negligence caused the casualty.

10. **EMINENT DOMAIN.** If a part of the Building is taken by eminent domain or deed in lieu thereof which is so substantial that the Premises cannot reasonably be used by Tenant for the operation of its business, then either party may terminate this Lease effective as of the date of the taking. Rent shall abate from the date of the taking in proportion to any part of the Premises taken. The entire award for a taking of any kind shall be paid to Landlord, and Tenant shall have no right to share in the award. All obligations accrued to the date of the taking shall be performed by the party liable to perform said obligations, as set forth herein.

11. **RIGHTS RESERVED TO LANDLORD.** Landlord may exercise at any time any of the following rights respecting the operation of the Building without liability to the Tenant of any kind:

11.1 **Signs.** To approve, in its reasonable discretion, Tenant's installation and maintenance of any signs on the exterior and in the interior of the Building; provided, however, that Tenant shall have the right to signage on the Premises to the extent permitted by applicable law and the foregoing reasonable approval right of Landlord.

11.2 **Window Treatments.** To approve, at its reasonable discretion, prior to installation, any shades, blinds, ventilators or window treatments of any kind, as well as any lighting within the Premises that may be visible from the exterior of the Building.

11.3 **Keys.** To retain and use at any time passkeys to enter the Premises or any door within the Premises; provided, however, that, except in the event of an emergency, Landlord shall provide Tenant with reasonable prior notice of at least twenty-four (24) hours prior to any entry into the Premises. Tenant shall, in the event it alters or changes any lock or bolt, provide Landlord with a copy of such new keys as soon as reasonably practicable thereafter, but not more than one (1) business day.

11.4 **Access.** To have access to inspect the Premises, and to perform its obligations, or make repairs, alterations, additions or improvements, as permitted by this Lease. In relation to Landlord's access to the Premises to perform Landlord's obligation under this Lease or for any other purpose Landlord agrees to use commercially reasonable efforts to conduct its operations prior to 11:00 a.m. or between 2:00 p.m. and 5:00 p.m. to minimize interruption to Tenant's business operations and interference with customer meal service, access to or visibility of the Premises during the performance of obligations, repairs, alterations, additions or improvements.

11.5 **Preparation for Reoccupancy.** To decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy at any time after Tenant abandons the Premises, without relieving Tenant of any obligation to pay Rent.

11.6 **Heavy Articles.** To approve the weight, size, placement and time and manner of movement within the Building of any safe, stove, refrigeration units or other heavy article of Tenant's property.

11.7 **Building Services.** To install, use and maintain through the Premises, pipes, conduits, wires and ducts serving the Building, provided that such installation, use and maintenance does not unreasonably interfere with Tenant's use of the Premises, and to take any other action which Landlord deems reasonable in connection with the operation, maintenance or preservation of the Building.

11.8 **Early Termination Right.** Landlord shall have the right to terminate this Lease at any time upon not less than twenty-four (24) months written notice to Tenant. If Landlord elects to terminate the Lease during the Initial Term for reasons other than a Tenant default, Landlord shall reimburse Tenant for the unamortized costs occurring during the Initial Term of the Approved Tenant Work completed by Tenant in the first six (6) months of this Lease, such reimbursement not to exceed [REDACTED] 00). Landlord shall reimburse such unamortized cost to Tenant (excluding the value of any trade fixtures which Landlord permits Tenant to remove, at Tenant's expense) within thirty (30) days after the last date to occur of: (i) Landlord has certified the completion of the Approved Tenant Work; (ii) the time period for filing liens

against the Approved Tenant Work has lapsed, (iii) Tenant has submitted detailed paid invoices and cancelled checks showing the amount expended by Tenant on the Approved Tenant Work; and (iv) Tenant has vacated the Premises in accordance with the written notice from Landlord.

12. **TENANT'S DEFAULT.** Any of the following shall constitute a "default" by Tenant:

12.1 **Rent Default.** Tenant fails to pay any Rent when due unless the failure is cured within five (5) business days after the same shall be due and payable and notice of such default is given by Landlord to Tenant.

12.2 **Specific Default.** Tenant defaults in its obligations under **Section 5.6—No Liens**; **Section 8.3—Tenant's Insurance**; **Section 15—Assignment and Sublease**; **Section 17—Estoppel Certificate**; or **Section 24—Hazardous Substances** and fails to cure the same in the time period, if any, set forth in the applicable section.

12.3 **Other Performance Default.** Tenant fails to perform any other obligation of Tenant under this Lease, and, such failure continues for thirty (30) days after written notice from Landlord, except that if Tenant begins to cure its failure within the thirty (30) day period but cannot reasonably complete its cure within such period, then, so long as Tenant continues to diligently attempt to cure its failure, the thirty (30) day period shall be extended to ninety (90) days, or such lesser period as is reasonably necessary to complete the cure;

12.4 **Credit Default.** One of the following credit defaults occurs: (a) Tenant or a Guarantor commences any proceeding under any law relating to bankruptcy, insolvency, reorganization or relief of debts, or seeks appointment of a receiver, trustee, custodian or other similar official for the Tenant or a Guarantor or for any substantial part of its property, or any such proceeding is commenced against Tenant or a Guarantor and either remains undismissed for a period of sixty (60) days or results in the entry of an order for relief against Tenant or a Guarantor which is not fully stayed within thirty (30) days after entry; (b) Tenant or Guarantor becomes insolvent or bankrupt, does not generally pay its debts as they become due, or admits in writing its inability to pay its debts, or makes a general assignment for the benefit of creditors; or (c) any third party obtains a levy or attachment under process of law against Tenant's leasehold interest.

12.5 **Guaranty Default.** A breach of or default under the Guaranty occurs, beyond any express notice, cure or grace periods as set forth in the Guaranty.

13. **LANDLORD REMEDIES.**

13.1 **Termination of Lease or Possession.** If Tenant defaults, Landlord may elect by notice to Tenant either to terminate this Lease or to terminate Tenant's possession of the Premises without terminating this Lease. In either case, Tenant shall immediately vacate the Premises and deliver possession to Landlord, and Landlord may repossess the Premises and may, at Tenant's sole cost, remove any of Tenant's signs and any of its other property, without relinquishing its right to receive Rent or any other right against Tenant.

13.2 **Lease Termination Damages.** If Landlord terminates the Lease, Tenant shall pay to Landlord all Rent due on or before the date of termination, plus Landlord's reasonable estimate of the aggregate Rent that would have been payable from the date of termination through the Termination Date, reduced by the rental value of the Premises calculated as of the date of termination for the same period, taking into account anticipated vacancy prior to reletting, reletting expenses and market concessions, both discounted to present value at the rate of eight percent (8%) per annum ("**Future Discounted Rent**"). If Landlord shall relet any part of the Premises for any part of such period before such present value amount shall have been paid by Tenant or finally determined by a court, then the amount of Rent payable pursuant to such reletting (taking into account vacancy prior to reletting and reletting expenses or concessions) shall be deemed to be the reasonable rental value for that portion of the Premises relet during the period of the reletting.

13.3 **Possession Termination Damages.** If Landlord terminates Tenant's right to possession without terminating the Lease and Landlord takes possession of the Premises itself, Landlord may relet any part of the Premises for such Rent, for such time, and upon such terms as Landlord in its sole discretion shall determine, without any obligation to do so prior to renting other vacant areas owned or controlled by Landlord or under common control of Landlord. Any proceeds from reletting the Premises shall first be applied to the expenses of reletting, including redecoration, repair, alteration, advertising, brokerage, legal, and other reasonably necessary expenses. If the reletting proceeds after payment of expenses are insufficient to pay the full amount of Rent under this Lease, Tenant shall pay such deficiency to Landlord monthly upon demand as it becomes due. Any excess proceeds shall be retained by Landlord.

13.4 **Landlord's Remedies Cumulative.** All of Landlord's remedies under this Lease shall be in addition to all other remedies Landlord may have at law or in equity. Waiver by Landlord of any breach of any obligation by Tenant shall be

effective only if it is in writing, and shall not be deemed a waiver of any other breach, or any subsequent breach of the same obligation. Landlord's acceptance of payment by Tenant shall not constitute a waiver of any breach by Tenant, and if the acceptance occurs after Landlord's notice to Tenant, or termination of the Lease or of Tenant's right to possession, the acceptance shall not affect such notice or termination. Acceptance of payment by Landlord after commencement of a legal proceeding or final judgment shall not affect such proceeding or judgment. Landlord may advance such monies and take such other actions for Tenant's account as reasonably may be required to cure or mitigate any default by Tenant. Tenant shall immediately reimburse Landlord for any such advance, and such sums shall bear interest at the default interest rate until paid. In addition to any of the foregoing remedies, Landlord may (but shall not be obligated to) cure or remedy the default for the account of, and at the expense of, Tenant.

13.5 WAIVER OF TRIAL BY JURY. EACH PARTY WAIVES TRIAL BY JURY IN THE EVENT OF ANY LEGAL PROCEEDING BROUGHT BY THE OTHER IN CONNECTION WITH THIS LEASE. EACH PARTY SHALL BRING ANY ACTION AGAINST THE OTHER IN CONNECTION WITH THIS LEASE IN A FEDERAL OR STATE COURT LOCATED IN TETON COUNTY, WYOMING, CONSENTS TO THE JURISDICTION OF SUCH COURTS, AND WAIVES ANY RIGHT TO HAVE ANY PROCEEDING TRANSFERRED FROM SUCH COURTS ON THE GROUND OF IMPROPER VENUE OR INCONVENIENT FORUM.

13.6 Litigation Costs. In the event either party resorts to litigation to enforce any of the terms or provisions of this Lease, the non-prevailing party shall promptly pay the prevailing party all reasonable attorneys' fees, court costs and expenses of suit.

13.7 Surrender. Upon termination of this Lease or Tenant's right to possession, Tenant shall return the Premises to Landlord in good order and condition, ordinary wear and tear and casualty damage excepted. If Landlord requires Tenant to remove any alterations, then Tenant shall remove the alterations in a good and workmanlike manner and restore the Premises to its condition prior to their installation.

13.8 Holdover. Tenant shall have no right to holdover possession of the Premises after the expiration or termination of this Lease without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion. If Tenant retains possession of any part of the Premises after the Term, Tenant shall become a tenant at sufferance for the entire Premises upon all of the terms of this Lease as might be applicable to such tenancy at sufferance, except that Tenant shall pay Base Rent at one hundred and fifty percent (150%) of the rate in effect immediately prior to such holdover, computed on a monthly basis for each full or partial month Tenant remains in possession. Tenant shall also pay Landlord all of Landlord's direct and consequential damages resulting from Tenant's holdover. No acceptance of Rent or other payments by Landlord under these holdover provisions shall operate as a waiver of Landlord's right to regain possession or any other of Landlord's remedies.

14. SUBORDINATION TO GROUND LEASES AND MORTGAGES.

14.1 Subordination. This Lease shall be subordinate to any present ground lease or present or future mortgage respecting the Building, and any amendments to such ground lease or mortgage, at the election of the ground lessor or mortgagee as the case may be, effected by notice to Tenant in the manner provided in this Lease, provided however, that for any future mortgage, Landlord will use commercially reasonable efforts to obtain nondisturbance provisions from the lender for the benefit of Tenant. Landlord warrants and represents that there are no ground leases in effect at the Commencement Date which would be superior to this Lease. The subordination shall be effective upon such notice, but at the request of Landlord or ground lessor or mortgagee, Tenant shall within ten (10) days of the request, execute and deliver to the requesting party any reasonable documents provided to evidence the subordination. Any mortgagee has the right, at its option, to subordinate its mortgage to the terms of this Lease, without notice to, nor the consent of, Tenant.

14.2 Foreclosure of Mortgage. If any mortgage is foreclosed or deed in lieu of foreclosure given and the mortgagee or purchaser at a foreclosure sale shall thereby become the owner of the Building, Tenant shall attorn to such mortgagee or purchaser without any deduction or setoff by Tenant, and this Lease shall continue in effect as a direct lease between Tenant and such mortgagee or purchaser, unless this Lease has been foreclosed. The mortgagee or purchaser shall be liable as Landlord only during the time such mortgagee or purchaser is the owner of the Building. At the request of Landlord or mortgagee, Tenant shall execute and deliver within ten (10) days of the request any document furnished by the requesting party to evidence Tenant's agreement to attorn. Any mortgagee shall be responsible for the return of any security deposit by Tenant only to the extent the security deposit is received by such mortgagee.

14.3 Notice and Right to Cure. Tenant agrees to send by registered or certified mail to any mortgagee identified in any written notice from Landlord to Tenant a copy of any notice of default sent by Tenant to Landlord. Landlord shall have thirty (30) days to cure such default, or if it cannot be cured within thirty (30) days, then such additional time as is necessary to

cure such default so long as Landlord diligently and continuously continues to work towards such cure. If Landlord fails to cure such default within the required time period under this Lease, but mortgagee begins to cure within ten (10) business days after such period and proceeds diligently to complete such cure, then mortgagee shall have such additional time as is necessary to complete such cure, including any time necessary to obtain possession if possession is necessary to cure, and Tenant shall not begin to enforce its remedies so long as the cure is being diligently pursued.

15. ASSIGNMENT AND SUBLEASE.

15.1 In General. Tenant shall not, without the prior written consent of Landlord in each case, (i) make or allow any assignment or transfer, by operation of law or otherwise, of any part of Tenant's interest in this Lease, (ii) grant or allow any lien or encumbrance, by operation of law or otherwise, upon any part of Tenant's interest in this Lease, (iii) sublet any part of the Premises, (iv) permit anyone other than Tenant and its employees to occupy any part of the Premises; or (v) merge, consolidate, sell all or substantially all of its assets, convert to another entity or reform or organize in another jurisdiction. In addition, in the event that at least one of the Guarantors (specifically not including any heir or personal representative of such Guarantor for the purposes of this Section) do not continue to control the Tenant throughout the term of this Lease or in the event a Guarantor dies or is permanently disabled, such event shall be deemed to be a transfer that is prohibited by this Section **15.1.**

15.2 Landlord's Consent. Landlord will not unreasonably withhold its consent to any proposed assignment or subletting. Tenant shall remain primarily liable for all of its obligations under this Lease, notwithstanding any assignment or transfer. No consent granted by Landlord shall be deemed to be a consent to any subsequent assignment or transfer, lien or encumbrance, sublease or occupancy. Tenant shall pay all of Landlord's reasonable attorneys' fees and other reasonable expenses incurred in connection with any consent requested by Tenant or in reviewing any proposed assignment or subletting. Any assignment or transfer, grant of lien or encumbrance, or sublease or occupancy without Landlord's prior written consent shall be void. Tenant shall notify Landlord of any proposed assignment or sublease at least thirty (30) days prior to its proposed effective date. As a condition to any effective assignment or sublease of this Lease, the assignee or subtenant shall execute and deliver in form satisfactory to Landlord at least thirty (30) days prior to the effective date of the assignment and assumption or sublease of all of the obligations of Tenant under this Lease.

16. CONVEYANCE BY LANDLORD. If Landlord shall at any time transfer its interest in the Building or this Lease, Landlord shall be released of any obligations occurring after such transfer, except the obligation to return to Tenant any Security Deposit, or other funds held by Landlord not delivered to its transferee, and Tenant shall look solely to Landlord's successors for performance of such obligations. This Lease shall not be affected by any such transfer.

17. ESTOPPEL CERTIFICATE. Each party shall, within ten (10) business days of receiving a request from the other party, execute, acknowledge in recordable form, and deliver to the other party or its designee a certificate stating, subject to a specific identification of any applicable exceptions, that the Lease as amended to date is in full force and effect, that the Tenant is paying Rent and other charges on a current basis, and that to the knowledge of the certifying party, the other party has committed no uncured defaults and has no offsets or claims. The certifying party may also be required to state the date of commencement of payment of Rent, the Commencement Date, the Termination Date, the Base Rent, the current Operating Cost estimate or amounts, the status of any improvements required to be completed by Landlord, the amount of any security deposit, and such other matters as may be reasonably requested. It is intended that any such certificate delivered by Tenant may be relied upon by Landlord, or any mortgagee or prospective mortgagee or any potential purchaser of the Premises.

18. SECURITY DEPOSIT. On the Lease execution date, Tenant shall deposit with Landlord, as security for the performance of all of its obligations, the Security Deposit. If Tenant defaults under this Lease beyond any applicable cure period (if any), Landlord may use any part of the Security Deposit to make any defaulted payment, to pay for Landlord's cure of any defaulted obligation, or to compensate Landlord for any loss or damage resulting from any default. To the extent any portion of the Security Deposit is used, Tenant shall within ten (10) days after demand from Landlord restore the Security Deposit to its full amount. Landlord may keep the Security Deposit in its general funds and shall not be required to pay interest to Tenant on the deposit amount. If Tenant shall perform all of its obligations under this Lease and return the Premises to Landlord at the end of the Term in the condition called for herein, Landlord shall return all of the remaining Security Deposit to Tenant within thirty (30) days after the end of the Term. The Security Deposit shall not serve as an advance payment of Rent or a measure of Landlord's damages for any default under this Lease. If Landlord transfers its interest in the Building or this Lease, by operation of law or otherwise, Landlord shall transfer the Security Deposit to its transferee and shall provide notice of the same to Tenant. Upon such transfer, Landlord shall have no further obligation to return the Security Deposit to Tenant, and Tenant's right to the return of the Security Deposit shall apply solely against Landlord's transferee.

19. FORCE MAJEURE. Neither party shall be in default under this Lease to the extent such party is unable to perform any of its obligations on account of any strike or labor problem, energy shortage, governmental pre-emption or prescription,

national emergency, or any other cause of any kind beyond the reasonable control of such party, provided, however, that no such events shall excuse the failure to pay Rent or any other amounts due hereunder

20. **NOTICES.** All notices, consents, approvals and similar communications to be given by one party to the other under this Lease, shall be given in writing, mailed, e-mailed, sent by overnight courier, or personally delivered as follows:

Landlord. To Landlord as follows:

Landlord
CCC's 340, LLC
P.O. Box 844
Jackson, WY 83001
Attention: Jim Walter

e-mail: jim@crystalcreekcapital.com

physical/overnight:

CCC's 340, LLC
275 Veronica Lane, Suite 300
Jackson, WY 83001
Attention: Jim Walter

Tenant. To Tenant as follows:

Tenant Kim's Corner
mail: Hyunnam Degman
PO Box 8333, Jackson, WY 83002

e-mail: [REDACTED]@yahoo.com

physical/overnight:

[REDACTED]
[REDACTED]
[REDACTED]

with a copy of each notice to Tenant to the
Guarantor(s) at the following addresses:

Name of Guarantor(s)

mail and overnight:

PO Box 8333
Jackson, WY 83002

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

mail:

e-mail:

e-mail: [REDACTED]@yahoo.com

or to such other person at such other address as a party may designate by written notice to the other party. Mailed notices shall be sent by United States certified or registered mail, or by a reputable national overnight courier service, postage prepaid. Mailed notices shall be deemed to have been given on the earlier of actual delivery or three (3) business days after posting in the United States mail in the case of registered or certified mail. Notices sent by e-mail shall be deemed given on the day that they are sent. Notices sent by overnight delivery shall be deemed delivered one business day after being deposited with the overnight courier. Notices delivered by personal delivery shall be deemed delivered upon personal delivery or refusal of delivery.

Name of Guarantor(s)

physical/overnight:

21. **QUIET POSSESSION.** So long as Tenant shall perform all of its obligations under this Lease, Tenant shall enjoy peaceful and quiet possession of the Premises against any party claiming through the Landlord.

22. **REAL ESTATE BROKER.** Each party hereto represents and warrants to the other that such party has not dealt with any real estate broker with respect to this Lease, and no other broker is in any way entitled to any broker's fee or other payment in connection with this Lease. Each party shall indemnify, defend and hold the other party harmless for any breach of the representation and warranty in this Section, which obligation shall survive the termination of this Lease and the Term.

23. **MISCELLANEOUS.**

23.1 **Successors and Assigns.** Subject to the limits on Tenant's assignment rights contained in Section 15, the provisions of this Lease shall be binding upon and inure to the benefit of all successors and assigns of Landlord and Tenant.

23.2 **Financial Condition; OFAC, etc..** Tenant shall deliver to Landlord, upon request by Landlord, financial statements for Tenant prepared by an independent public accountant in the ordinary course of the business and in accordance with customary accounting practices. Tenant represents and warrants that (i) the financial information presented to Landlord in conjunction with the negotiation of the Lease and the evaluation of Tenant and Guarantor was true and correct as of the date of such financial statement, (ii) between the date of the last financial statement for Guarantor and the date of the Lease no material adverse event has occurred, and (iii) such financial information and net assets represent community property, property held as tenants by the entirety or the guarantor's sole and separate property, available for execution as of the date of the financial information. Tenant acknowledges that Landlord has relied on the foregoing financial information being true and correct as a material inducement to Landlord entering into the Lease and accepting the terms of this Lease. Tenant represents, warrants and certifies that neither Tenant, Guarantor or any holder of any direct or indirect equity or control interest in the Tenant (a) is listed on Specially Designated Nationals and Blocked Persons Lists maintained by Office of Foreign Asset Control ("OFAC"), (b) has been charged with or convicted of a felony.

23.3 **Date Payments Are Due.** Except for payments to be made by Tenant under this Lease which are due upon demand or are due in advance (such as Base Rent), Tenant shall pay to Landlord any amount for which Landlord renders a statement of account within ten (10) days of Tenant's receipt of Landlord's statement.

23.4 **Time of the Essence.** Time is of the essence as to each provision of this Lease.

23.5 **Severability.** The unenforceability of any provision of this Lease shall not affect any other provision.

23.6 **Governing Law.** This Lease shall be governed in all respects by the laws of the State of Wyoming, without regard to the principles of conflicts of laws.

23.7 **Counterparts.** This Lease may be executed in counterparts, each of which shall be deemed to be an original.

23.8 **Business Days.** The term "business days" means Monday through Friday other than holidays where stated chartered banks in Wyoming are authorized or required to close.

23.9 **No Merger.** The termination of this Lease shall not be a merger, and such termination shall, at the option of Landlord, either terminate all subleases and subtenancies or operate as an assignment to Landlord of any or all such subleases or subtenancies.

23.10 **Captions; Singular and Plural.** The captions used in this Lease shall have no effect on the construction of this Lease. Wherever appropriate in this Lease, a singular term shall be construed to mean the plural where necessary, and a plural term the singular. For example, if at any time two parties shall constitute Landlord or Tenant, then the relevant term shall refer to both parties together.

23.11 **Authority.** Landlord and Tenant each represents to the other that it has full power and authority to execute and perform this Lease.

23.12 **Entire Agreement.** This Lease, together with all exhibits, constitutes the entire agreement between the parties. No representations or agreements of any kind have been made by either party which are not contained in this Lease.

23.13 **Joint and Several.** If there are more than one entity or person which are the Tenant under this Lease, the obligations imposed upon Tenant under this Lease shall be joint and several.

23.14 **No Recording by Tenant.** Tenant shall not record in any public records any memorandum or any portion of this Lease.

23.15 **No Construction Against Drafting Party.** The rule of construction that ambiguities are resolved against the drafting party shall not apply to this Lease.

23.16 **Survival.** All obligations of Landlord and Tenant under this Lease as to all periods prior to termination shall survive the termination of this Lease.

24. **HAZARDOUS SUBSTANCES.** Tenant shall not cause or permit any Hazardous Substances to be brought upon, produced, stored, used, discharged or disposed of in or near the Building, other than those customarily used in the restaurant and catering industry, unless Landlord has consented to such storage or use in its sole discretion. Permitted uses of Hazardous Materials shall be in compliance with all Governmental Requirements and industry best practice standards for use and storage. "Hazardous Substances" means those hazardous substances described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., any other applicable federal, state or local law, and the regulations adopted under these laws, petroleum, petroleum products and other substances harmful to human health and regulated pursuant to Governmental Requirements. Tenant hereby indemnifies and holds Landlord and its officers, directors, employees and agents harmless from and against all claims, liabilities, and expenses, including reasonable attorney fees, incurred by Landlord as a result of any adverse effect which results from the manufacturing, generating, processing, distributing, using, producing, treating, storing (above or below ground level), disposing of, transportation, emission, discharge, release, threatened release or allowing to be present of any Hazardous Substance from, in, or about the Premises or the Building, whether or not Landlord consented to the storage or use of such Hazardous Substance.

25. **EXCULPATION.** Landlord shall have no personal liability under this Lease; its liability shall be limited to its interest in the Building, and shall not extend to any other property or assets of the Landlord. In no event shall any officer, director, employee, agent, shareholder, partner, member or beneficiary of Landlord be personally liable for any of Landlord's obligations hereunder.

26. **NONDISCLOSURE.** The provisions of this Lease shall be kept strictly confidential by Tenant and shall not be disclosed by Tenant, its employees, partners, directors, officers, shareholders or other persons who have access to this information from Tenant to any person other than to Tenant's auditors, attorneys or lenders or to governmental authorities who have legal access to this information and who shall be deemed to be bound by this subsection. Proven disclosure of any provisions by Tenant to a third party except as permitted in the preceding sentence shall constitute a default by Tenant under this Lease. Any damages sought pursuant to this Section 26 are limited to financial damages proven as directly caused by a disclosure in violation of this Section.

27. **OPTION TO RENEW.**

27.1 **Option to Renew.** Tenant shall be entitled to renew this Lease ("Option to Renew") for one (1) additional term of five (5) Lease Years (an "Extension Term") by giving Landlord written notice of the exercise of the option not later than one hundred twenty (120) days prior to the end of the then current term. The Option to Renew is personal to Tenant. If Tenant subleases any portion of the Premises or assigns or otherwise transfers any interests under this Lease to any other person or entity the Option to Renew shall lapse. The Extension Term shall be upon the same terms, conditions and rentals, except (i) Tenant shall have no further right of renewal after the Extension Term provided above, and (ii) the Base Rent payable each month during the Extension Term will be as follows:

(a) Base Rent for the initial Lease Year of the Extension Term shall be an amount equal to the annual Base Rent then due plus an increase of three per cent (3%) over such Base Rent.

(b) Base Rent for each subsequent Lease Year of the Extension Term shall increase by three per cent (3%) of the prior Lease Year's Base Rent.

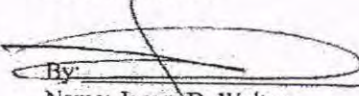
28. **LANDLORD'S LIEN.** In addition to any statutory lien for rent in Landlord's favor, Landlord shall have and Tenant hereby grants to Landlord a continuing security interest for all rentals and other sums of money due hereunder from Tenant, upon all other goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper and other personal property of Tenant situated on the Premises, and such property shall not be removed there from without the prior written consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged. Upon written request of Tenant, Landlord agrees to subordinate its lien to the lien rights of any purchase money lender with respect to financing of Tenant's acquisition of any furniture, fixtures or equipment located at the Premises. Without limitation as to remedies provided to Landlord herein or by law, Landlord shall have all rights and remedies under the Uniform Commercial Code, including without limitation the right to sell the property described in this Section 28 at public or private sale upon five (5) days' notice to Tenant. Tenant hereby agrees to execute such

financing statements and other instruments necessary or desirable in Landlord's discretion to perfect the security interest hereby created. Any statutory lien for rent is not hereby limited, restricted or waived, the express contractual lien herein granted being in addition and supplementary thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease.

LANDLORD:

CCC's 340, LLC

By: 

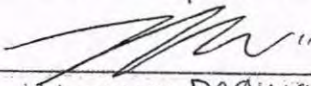
Name: James D. Walter

Its: President

TENANT:

[insert company name]

Kim's Corner

By: 

Name: Hyunnam Degman

Its: Owner

Restaurant Lease Addendum
340 West Broadway Avenue
Jackson, WY 83001

Replace: Kim's Corner ("the Tenant") with Kim's Corner, LLC ("the Tenant")

Under 6.1 Permitted Use.

Replace:

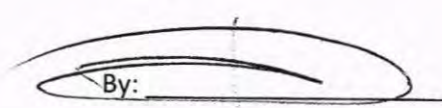
Tenant shall use the Premises only for a full-service restaurant and catering company.

with:

Tenant shall use the Premises only for a full-service restaurant, catering company and the sale of alcoholic beverages.

LANDLORD:

CCC's 340, LLC

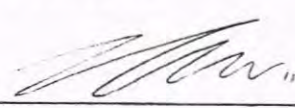
By: 

Name: James D. Walter

Its: President

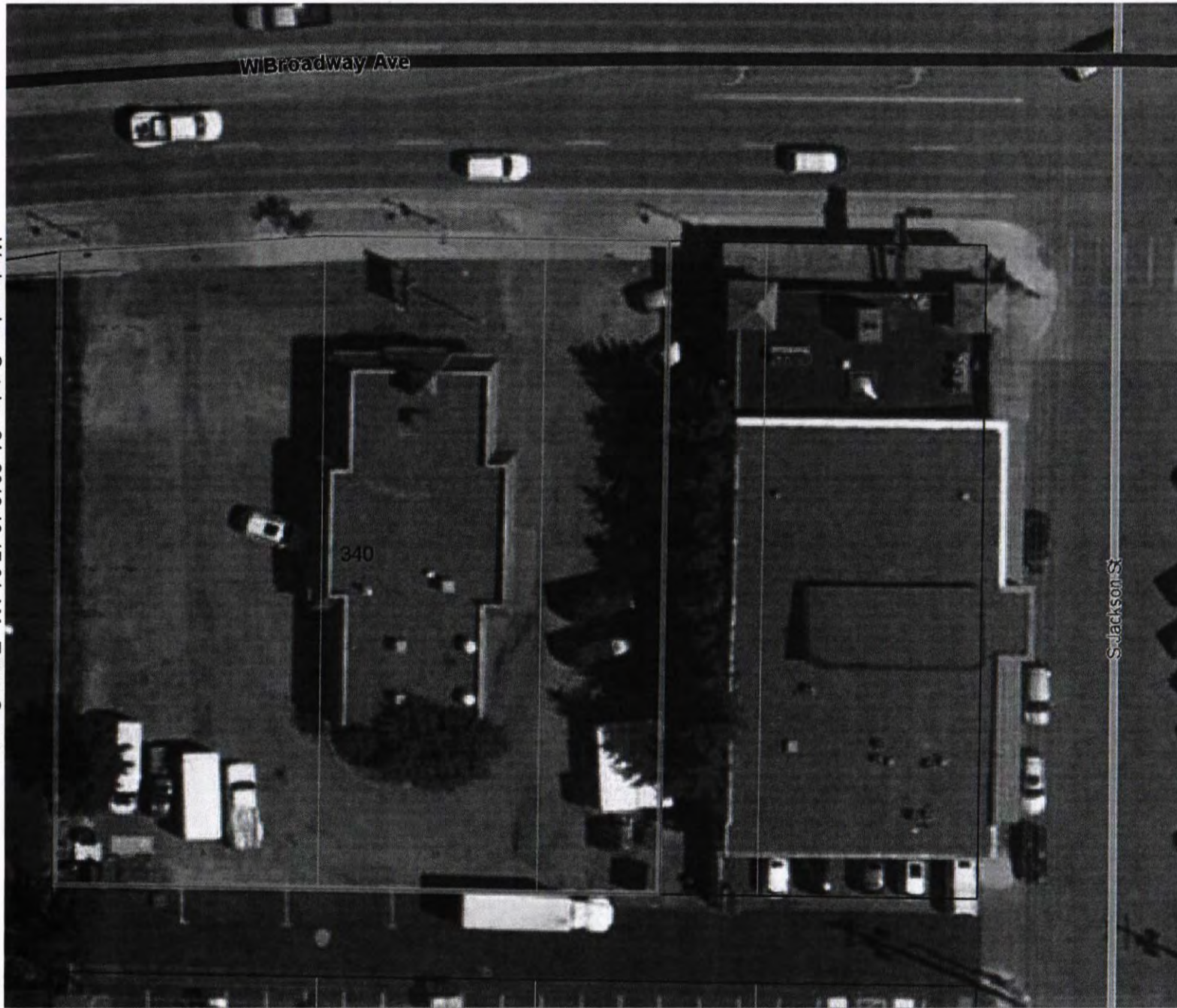
TENANT:

Kim's Corner, LLC

By: 

Name: Hyunnam Degman

Its: Owner



Layers Info

Copy to Clipboard Different map view ▼

- Aerial Photography Date: June 8, 2017

1 Parcel(s) [Zoom to parcel\(s\)](#)

- Parcel: 22-41-16-33-1-04-002
Clerk's Land Records
- Account Num: R0005279 [Property Detail](#)
- Tax ID: 0J-002047 [Property Taxes](#)
- Map Number: 00107 [Scanned Map](#)
- Lot: 2
- Owner: CCC'S 340, LLC
- MailAddr: PO BOX 844
- MailAddr: JACKSON, WY 83001
- StAddr: 340 W BROADWAY AVENUE
- Deed: 0903487
- Location: W. 38' LOT 2, BLK. 4, WORT-1 LOTS 3-4, BLK. 4, WORT-1
- TaxClass: Commercial

N: 43.47929°, W: 110.76697°
NAD83 UTM Zone 12 X: 518845, Y: 4814068

*Zoned DC
downtown core*

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application
Provide for each person who
signed the application

AFFIDAVIT of AUTHORIZATION

The undersigned applicant hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson and its agents and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the foregoing statements as set forth in the application. The applicant hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit requested.

AFFIDAVIT of UNDERSTANDING

The undersigned applicant hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional reviews, authorizations, permits, and approvals may be required at any time from additional Town/County departments and/or elected bodies, which may include the time period after approval but before issuance of the attached Liquor License and/or Permit Application form. It is the duty of the applicant to seek any additional required reviews, authorizations, permits, and approvals from any Town/County department or elected bodies.

Applicant please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: Hyunnam K. Degman
First Name Full Middle Name Last Name

[Redacted] Male or Female
Date of Birth Social Security Number Driver License: State / Number Circle one

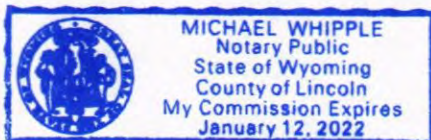
10/18/18
Date Signed

[Signature]
Applicant Signature

State of Wyoming)
County of Teton)ss

Subscribed and sworn to before me this 18th day of October, 2018.

(SEAL)



[Signature]
Notary Public or officer authorized to administer oaths

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION

2020 Carey Avenue, Cheyenne, WY 82002-0020

Phone 307-777-7311 · Fax 307-777-5339

Website: <http://soswy.state.wy.us> · Email: business@wyo.gov

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name **Kim's Corner LLC**

Filing ID **2018-000822840**

Type **Limited Liability Company**

Status

Active

General Information

Old Name

Fictitious Name

Sub Status

Standing - Tax

Standing - RA

Standing - Other

Filing Date

Delayed Effective Date

Inactive Date

Current

Good

Good

Good

10/02/2018 11:42 AM

Sub Type

Formed in **Wyoming**

Term of Duration **Perpetual**

Principal Address

340 W. Broadway
po box 8333
Jackson, Wyoming 83001

Mailing Address

Po Box 8333
Jackson, Wy 83002

Registered Agent Address

Hyunnam Degman

[REDACTED]

Parties

Type Name / Organization / Address

Organizer Hyunnam Degman [REDACTED]

Notes

Date Recorded By Note

Annual Report History

Num Status Date Year Tax

Amendment History



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: October 23, 2018
MEETING DATE: November 5, 2018

SUBMITTING DEPARTMENT: Town Clerk
DEPARTMENT DIRECTOR: Roxanne Robinson
PRESENTER: Sandy Birdyshaw

SUBJECT: Public Hearing to Transfer the Location of a Retail Liquor License:
VFJH, LLC d/b/a Spirits & Spice

PURPOSE STATEMENT

The Town Council is the local licensing authority for the issuance, renewal and transfer of all liquor licenses within the Town of Jackson.

It is necessary for the Mayor to OPEN A PUBLIC HEARING to hear protests against the issuance of liquor licenses. After public comment has been heard, the Mayor must CLOSE THE PUBLIC HEARING. Then Council is able to act on the application.

BACKGROUND/ALTERNATIVES

The applicant, VFJH LLC d/b/a Spirits & Spice, applied to transfer the operating location of the Retail Liquor License currently at 60 East Broadway to 80 West Broadway, Unit 101. Their plan of operation at the new property is very similar to their current operations of offering sales of alcohol for off-premises consumption and a limited wine tasting station. The applicant requests that this transfer be effective January 28, 2019 and that their current license remain in effect at 60 E Broadway until January 27, 2019.

The Town Council issued VFJH, LLC a retail liquor license in August 2011 with one condition, which was volunteered by the applicant, that the license would revert back to the Town of Jackson if VFJH, LLC went out of business. Should Council give approval today on the transfer, it would be on the same basis as the original application (W.S. § 12-4-601 (a)), so that 2011 condition would remain in force.

Wyoming Statute §12-4-104 (b) provides guidelines on the issuance of a liquor license:

- (b) *A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:*
- (i) *The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;*
 - (ii) *The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;*
 - (iii) *The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;*
 - (iv) *The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or*
 - (v) *Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.*

This application has been distributed internally to the Police Department, Town Attorney, Building and Planning Department, Fire/EMS, and the Town Clerk's office for review. The Wyoming Liquor Division has certified it as complete.

ATTACHMENTS

Transfer liquor license application

FISCAL IMPACT

Approval of this transfer would result in the collection of \$100 for the transfer fee.

STAFF IMPACT

Minimal.

LEGAL REVIEW

Complete.

RECOMMENDATION

Staff requests the Council to consider this application while keeping in mind the criteria provided in Wyoming Statutes (copied above) regarding issuing liquor licenses.

The Council has several options available to them at this meeting, which may include:

1. Approve the application with conditions:
 - 1) Effective January 28, 2019 at 80 West Broadway, Unit 101, so that the current retail liquor license remains active at 60 East Broadway until January 27, 2019.
 - 2) Prior to license issuance, the applicant shall comply with all Town of Jackson Building Codes, Fire, Health & Safety Codes, and the Land Development Regulations, and will have obtained all required permits and approvals from all applicable Town/County departments.
 - 3) Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.
2. Deny the application.
3. Postpone action to the next regular meeting.

SUGGESTED MOTION

While staff does not recommend approval or denial of the application, Council motions are generally stated in the affirmative as suggested:

I move to approve transferring the location of the retail liquor license held by VFJH, LLC to 80 West Broadway, Unit 101 for the remaining license year ending 3/31/2019, subject to the conditions listed in the staff report and further direct the Town Clerk to issue the license upon confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv).

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #:

Trf from:

Reviewer:

Initials

Date

Agent:

Chief:

To be completed by City/County Clerk

Local License #: 120

License Fees Annual Fee: \$

Date filed with clerk: 10 / 22 / 2018

Prorated Fee: \$

Advertising Dates: (2 Weeks) 10/31 & 11/7

Transfer Fee: \$ 100.00 ✓

Publishing Fee: \$ 100.00 ✓

Hearing Date: 11 / 19 / 2018

License Term:

1 / 28 / 2019

Month

Day

2019

Year

Through

03 / 31 / 2019

Month

Day

Year

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: VFJH, LLC

Trade/Business Name (dba): SPIRITS & SPICE

Building to be licensed/Building Address: 80 W. Broadway, suite 101

Number & Street

JACKSON, WY 83001

TETON COUNTY

Mailing Address: 3465 N PINES WAY STE 104

WILSON, WY 83014

Business Telephone Number: (307) 734-1535

Fax Number: n/a

E-Mail Address: [REDACTED].com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)

UNIT 101, BROADWAY SHOPS CONDOMINIUMS ADDITION, ZONED UC-Urban Commercial

January 28, 2019
will be 1st day at
new location. SB

FILING FOR☐ NEW LICENSE☒ TRANSFER OF LOCATION**FILING IN (CHOOSE ONLY ONE)**☒ CITY OF: JACKSON☐ COUNTY OF:**FILING AS (CHOOSE ONLY ONE)**☐ INDIVIDUAL☐ PARTNERSHIP☐ LP/LLP☒ LLC☐ CORPORATION☐ LTD PARTNERSHIP☐ ORGANIZATION☐ OTHER☐ TRANSFER OWNERSHIP☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY:

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY
(BAR)☒ OFF-PREMISE ONLY, with tastings
(PACKAGE STORE)☐ COMBINATION ON/OFF PREMISE
(BOTH BAR & PACKAGE STORE)☐ RESTAURANT LIQUOR LICENSE☐ RESORT LIQUOR LICENSE☐ BAR AND GRILL

LIMITED RETAIL (CLUB)

☐ VETERANS CLUB☐ FRATERNAL CLUB☐ GOLF CLUB☐ SOCIAL CLUB☐ MICROBREWERY☐ WINERY☐ DISTILLERY SATELLITE☐ WINERY SATELLITE☐ COUNTY RETAIL or SPECIAL
MALT BEVERAGE PERMIT**SPECIAL DESIGNATIONS**☐ CONVENTION FACILITY☐ CIVIC CENTER/EVENT CENTER/
PUBLIC AUDITORIUM☐ GOLF CLUB☐ GUEST RANCH☐ RESORTTo Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**☒ FULL TIME (e.g. Jan through Dec)☐ SEASONAL/PART-TIME☐ NON-OPERATIONAL/PARKED

(specify months of operation)

DAYS OF WEEK (e.g. Mon through Sat)

HOURS OF OPERATION (e.g. 10a - 2a)

from JAN. to DEC.

from to

from to

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6**1. BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii)(a) **OWN** the licensed building?☐ YES (own)(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license)☒ YES (lease)

If Yes, please submit a copy of the lease and indicate:

(i) When the lease expires, located on page 2 paragraph n of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 2 paragraph H of lease.
(MUST contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES.**)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b)

☐ YES ☒ NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

(a) Hold any interest in the license applied for?

☐ YES ☒ NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?

☐ YES ☒ NO

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?

☐ YES ☒ NO

(d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:
4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b)

☐ YES ☒ NO

If "YES", explain:

5. **If applicant is filing as an Individual, Partnership or Club:** W.S. 12-4-102 (a) (ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Gary A. Weiss				8	50%	YES ☐ NO ☒	YES ☐ NO ☒
Lois K. Weiss				8	50%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a)

☐ YES ☐ NO**8. RESTAURANT LICENSE:**(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)
(e.g. 10 x 12 room in SE corner of building): _____

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a)

☐ YES ☐ NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f)

☐ YES ☐ NO**9. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land?
W.S. 12-4-401(b)(i)☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)

☐ YES ☐ NO(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms?
W.S. 12-4-401(b)(iii)☐ YES ☐ NO(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)?
W.S. 12-4-401(b)(iv)☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

1. If Yes, have you submitted a copy of the food and beverage contract/lease?

☐ YES ☐ NO**10. MICROBREWERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY(b) Do you self distribute your products? W.S. 12-2-201(a)
(Requires wholesaler license with the Liquor Division)☐ YES ☐ NO(c) Do you distribute your products through an existing malt beverage wholesaler?
W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division)☐ YES ☐ NO**11. WINERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY**12. LIMITED RETAIL (CLUB) LICENSE:****FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO**13. LIMITED RETAIL (CLUB) LICENSE:****VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):(a) Does the Veteran's organization hold a charter by the Congress of the United States?
NO☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?

☐ YES ☐ NO**14. LIMITED RETAIL (CLUB) LICENSE:****GOLF CLUBS** W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members?

☐ YES ☐ NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?

☐ YES ☐ NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course?

☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g)

☐ YES ☐ NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease?

☐ YES ☐ NO

15. LIMITED RETAIL (CLUB) LICENSE:**SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):**

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO
- (g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

REQUIRED ATTACHMENTS:

- ☒ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- ☐ Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- ☒ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).
- ☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

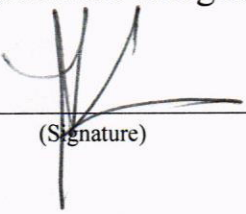
OATH OR VERIFICATION

Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)

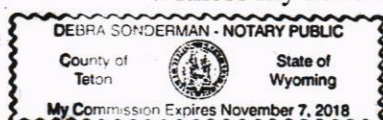
**Under penalty of perjury, and the possible revocation or cancellation of the license,
I swear the above stated facts, are true and accurate.**

STATE OF WYOMING)
) SS.
COUNTY OF TETON)

Signed and sworn to before me on this 22nd day of October, 2018 that the facts alleged in the foregoing instrument are true by the following:

1)	 (Signature)	<u>GARY A WASS</u> (Printed Name)	<u>Member</u> Title
2)	 (Signature)	 (Printed Name)	 Title
3)	 (Signature)	 (Printed Name)	 Title
4)	 (Signature)	 (Printed Name)	 Title

Witness my hand and official seal:



(SEAL)

Debra Sonderrman
Signature of Notary Public

My commission expires: Nov 7, 2018

COMMERCIAL LEASE

THIS LEASE ("Lease") is entered into as of the 9th day of October 2018, by and between **Jackson Broadway Shops, LLC**, with a principal place of business c/o Grand Teton Property Management, 610 West Broadway, Suite 203, Jackson, WY 83001 ("Landlord") and **VFJH, LLC** with a principal place of business at **80 West Broadway, Suite 101**, Jackson, Wyoming 83001 ("Tenant").

In consideration of the mutual covenants herein set forth, and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

1. Summary of Defined Terms. The parties agree that the following defined terms and provisions, as used in this Lease, shall have the meanings and shall be construed as set forth below:

(a) "Rent" shall mean all amounts Tenant is required to pay under this Lease.

(b) "Broker": Contour Investment Properties, Jackson, WY.

(c) "Building" shall mean the building identified as Broadway Shops & Offices, as shown on the plan, Exhibit B, attached hereto and made a part hereof.

(d) "Commencement Date" shall be October 9, 2018.

(e) "Event of Default" shall mean any one or more of the occurrences described in Section 23 or 24, or in any other provision, of this Lease.

(f) "Minimum Rent": Beginning on the Commencement Date, annual Minimum Rent shall be [REDACTED] payable in equal monthly installments of [REDACTED]. The first monthly rent payment shall be due on January 1, 2019 (the "Rent Commencement Date"). There shall be no Minimum Rent or Additional Rent due or payable prior to the Rent Commencement Date. All payments of Rent shall be due on the first day of each month.

(g) "Notice Address/Contact":

If to Landlord:

Jackson Broadway Shops, LLC
c/o Grand Teton Property Management
610 West Broadway, Suite 203
PO Box 2282
Jackson, WY 83001

ATTN: Tina Korpi
(307) 733-0205

with a copy to:

Levy Coleman Brodie LLP
ATTN: Anna Mommsen
PO Box 7372
Jackson, WY 83002
amommsen@jhattorneys.com
307-733-7057

If to Tenant:

VFJH, LLC
Attn: Kim Weiss

[REDACTED]

(h) "Permitted Use": Tenant's use of the Premises shall be limited to the retail sale of alcoholic or malt beverages, spirits, beer, wine (only to the extent allowed pursuant to a valid Retail Liquor License (off-premises, package store) issued by Teton County (the "License"), vinegars, oils and ancillary merchandise. To the extent permitted by the License and applicable law, alcoholic beverages may be sampled on the Premises by customers, and sold by the package. Tenant shall be permitted to serve and sell alcohol, wine and/or beer by the glass for private or promotional events on the Premises, but not more than two (2) times per week and not producing more than Five Hundred and No/100 Dollars (\$500.00) per event. Tenant shall provide notice to Landlord (or the property manager) of all such events at least 7 days in advance. More frequent events may be permitted at Landlord's discretion upon Tenant's request. Tenant shall not operate as a bar on the Premises. Tenant's rights to use the Premises shall be further subject to all applicable laws and governmental regulation and to all reasonable requirements of the insurers of the Premises and Building and to the Rules and Regulations applying to the Building, a copy of which is attached hereto as Exhibit B and made a part hereof. In the event the terms of this Lease contradict the terms of the Rules and Regulations, the terms of this Lease shall supersede those contradictory terms contained in the Rules and Regulations. Notwithstanding the foregoing, Tenant acknowledges and recognizes certain exclusive uses granted by Landlord to other Tenants of the Building and shall not use the Premises for any of the following services or uses reserved for other tenants in the building:

- i. the offering of real estate sales, leasing, or property management services (reserved to Jackson Hole Real Estate Associates); and

Any such violation shall be a default under the terms of this Lease and Tenant shall indemnify and defend Landlord for any damages related thereto.

(i) "Premises" shall mean Suite No. 101, being a portion of the Building.

(j) "Pro-Rata Share" a fraction or percentage, calculated with the number of Square Feet of Rentable Area in the Premises as the numerator and the total number of Square Feet in the Building as the denominator. For purposes of the Premises subject to this Lease, the Pro-Rata Share is 15.81%.

(k) "Rentable Area": Premises: 3,493 Square Feet

Building: 22,098 Square Feet

(l) "Rent Payment Address": Jackson Broadway Shops, LLC, c/o Grand Teton Property Management, 610 West Broad, Suite 203, PO Box 2282, Jackson, WY 83001.

(m) "Security Deposit": [REDACTED], due at execution of the Lease.

(n) "Term" shall mean the period beginning on the Commencement Date and ending on March 31, 2024.

(o) "Renewal Rights": Two Renewal Periods of five years each, subject to the provisions of Section 35, each referred herein as the First Renewal Period and the Second Renewal Period as applicable (collectively, the "Renewal Periods"). Minimum Rent shall continue to escalate as specified in Section 34. References in this Lease to "Term" shall include the initial Term and any of the Renewal Periods, if rights therefor are validly exercised by Tenant in conformity with Section 35 of this Lease.

2. Premises. Landlord does hereby demise and let unto Tenant and Tenant does hereby hire and lease from Landlord the Premises for the Term and upon the provisions, conditions and limitations set forth herein.

3. Term.

(a) Term. So long as the Lease has not been otherwise terminated as set forth herein, Landlord grants to Tenant the right to possess the Premises unto Tenant for the Term.

(i) Tenant covenants that it shall continuously operate its business in the Premises.

(ii) The Term hereof shall commence on the Commencement Date.

(iii) Upon execution of this Lease by Landlord and Tenant, Tenant, shall be permitted to install fixtures and other equipment, and do other work, provided, however, that such activities of Tenant shall not interfere with construction work of Landlord or the conduct of business or construction work of other tenants or occupants of the Building.

(iv) Tenant is fully aware of the existing condition of the Premises and agrees to take the same on a strictly "as is" basis without any further obligation whatsoever on the part of Landlord with respect thereof except as expressly stated herein. Notwithstanding that Tenant shall have failed to complete Tenant's work and to have opened the Premises for business on or before the Commencement Date, all Rent shall commence on the Rent Commencement Date at the rates specified in this Lease.

Excepting the storage room and bathroom, Landlord shall remove all ceiling tiles and all t-bar ceiling grid.

Landlord shall remove all slat wall and cement tile siding from walls.

Landlord shall remove the interior half-height demising wall.

Landlord shall remove all shelving from the storage room.

Landlord shall dispose of all trash and other belongings in the Premises.

(v) LIMITED TERMINATION. Tenant shall have a limited, one time right to terminate this Lease without penalty on the following terms and conditions. If (i) Tenant submits its application for change of address on its existing License on or prior to the Commencement Date, (ii) Tenant diligently pursues the License application; and then if within forty-two (42) days after the Commencement Date (the "Termination Expiration Date"), Tenant fails to receive approval from the Town of Jackson to change the address on Tenant's License from 60 East Broadway, Jackson, WY to the Premises, Tenant shall have a one-time right to terminate this Lease by submitting such termination in writing to Landlord on or before the Termination Expiration Date. This termination right shall expire on 5:00 pm on the Termination Expiration Date.

4. Rent.

- a) Obligations under Rent. All amounts payable to Landlord under this Lease constitute Rent. Tenant covenants and agrees to pay all Rent without notice, demand or offset to Landlord in lawful currency of the United States of America at the Rent Payment Address or at such place as Landlord shall from time to time designate in writing. For any partial month, Minimum Rent and Additional Rent shall be paid proportionately in accordance with the number of days in that month at the then effective rate. All Rent shall be paid in advance, on or before the first day of each and every calendar month during the Term hereof, the first such payment to be made on January 1, 2019. Landlord has the right to request a cashier's check or certified check if Tenant has remitted a non-sufficient fund check to Landlord. This request can be for both the non-sufficient fund replacement payment and any future payment. Landlord further has the right to be reimbursed for any bank service charges incurred by Landlord due to the non-sufficient fund check.
- b) Late Payment. In the event any Rent, without limitation, any Minimum Rent or Additional Rent, charge, fee or other amount due from Tenant under the terms of the Lease are not paid to Landlord within five (5) days of the date due, Tenant shall also pay as Additional Rent a service and handling charge equal to five (5%) percent of the total payment then due. For each additional five (5) day period or fraction thereof such payment is in arrears, an additional charge equal to three (3%) percent of the total amount due shall be paid to Landlord as an additional service and handling charge. Notwithstanding the foregoing, this provision shall not prevent the Landlord from exercising any other remedy herein provided in the event of any default by Tenant.
- c) Annual Rent Increases. Beginning January 1, 2020, and each subsequent year during the Term, the Rent shall be adjusted by multiplying the previous period's Base Rent amount by the greater of (i) 103% (resulting in a 3.0% increase) and (ii) the CPI-U as defined in Section 34 of this Lease. The resulting amount shall be the new Base Rent for the subsequent lease year.
- d) Additional Rent. Tenant shall pay, monthly in advance, an estimated amount of its Pro-rata Share of the Insurance and the Taxes for the Premises as described herein (collectively "Additional Rent"). Prior to entering into this Lease Landlord shall deliver to Tenant a statement of the most recent charges for Insurance and Taxes. Such statement shall also contain Tenant's estimated Pro-Rata Share of such expenses on a monthly basis which estimate shall be the Additional Rent until such time as the Landlord adjusts the Additional Rent as described herein. The Additional Rent as of the Commencement Date of the [REDACTED] [REDACTED] [REDACTED].
- a. Insurance. Landlord, shall maintain property, casualty, liability, rent interruption or other insurance including, without limitation, fire and extended special form coverage on the Building at its full replacement cost (collectively, "Insurance").
- b. Taxes. "Taxes" means and shall include general and special real and personal property taxes and assessments for the Premises together with expenses incurred in efforts to reduce taxes or assessments. For purposes of the foregoing, "Taxes" shall include without limitation all federal, state, county or local governmental, special district, improvement district, municipal or other political subdivision taxes, fees, levies, assessments, charges or other impositions of every kind and nature, whether foreseen or unforeseen, general, special, ordinary or extraordinary, upon or respecting the Premises, including without limitation, real estate and other ad valorem taxes, general and special assessments, interest on any special assessments paid in installments, transit taxes, water and sewer rents, taxes based upon the receipt of rent including, without limitation, gross receipts taxes applicable to rent, personal property taxes imposed upon fixtures, machinery, equipment, apparatus, appurtenances, furniture and other personal property used in connection with the Premises. Notwithstanding the foregoing, "Taxes" shall not include excess profits taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state income taxes. Tenant shall pay increased taxes, whether as a result of increases in the assessment or valuation of the

Premises and whether based on a sale, change in ownership or refinancing or otherwise, increases in tax rates, reduction or elimination of any credits, rollbacks or other deductions available under current law, scheduled reductions, elimination, invalidity or withdrawal of any tax abatement, or for any other cause whatsoever. Tax refunds shall be deducted from such taxes in the year they are received by Landlord.

- e) Adjustments in Additional Rent. Landlord may "true-up" its billing of Additional Rent to Tenant on an as-needed basis (such true-up shall generally coincide with annual tax assessments). Landlord shall deliver to Tenant a statement of the previous period's actual charges for Insurance and Taxes (the "Additional Rent Report") setting forth: (a) the actual Taxes and Insurance incurred and paid, (b) the total amount Additional Rent due from Tenant, and (c) the amount of Additional Rent actually paid by Tenant. Within thirty (30) days after such delivery, Tenant shall pay to Landlord the amount due minus the amount paid. If the amount paid exceeds the amount due, Landlord shall apply the excess to Tenant's payments of Additional Rent next coming due.
- f) Security Deposit. Upon execution of this Lease, Tenant shall pay to Landlord the Security Deposit. In the event of an Event of Default by Tenant, Landlord may use or apply all or any part of the Security Deposit to cure the default, in whole or in part, and also to defray any expenses reasonably incurred by Landlord by reason of the default. To the extent that the Security Deposit is thus utilized and this Lease continues in force and effect, Tenant agrees to pay to Landlord within ten (10) days of written demand by Landlord, an additional sum to replenish the Security Deposit to the amount stated in Section 1 above, and such additional payment also shall be deemed part of Tenant's Security Deposit and available for use or application as aforesaid in the event of Tenant's default. The Security Deposit shall not be considered to be payment of any of Tenant's obligations hereunder (and in no event shall it be available to Tenant for application in payment of any installment of Minimum Rent); and the same is not held in trust by Landlord and may be reflected as a debt owing Tenant. Upon expiration of the Term, provided Tenant has performed its obligations hereunder including but not limited to payment of all Rent and has maintained and delivered to Landlord the Premises in good order and condition, reasonable wear and tear excepted, Landlord shall refund the Security Deposit without interest (or the balance not expended or applied as aforesaid) to Tenant within sixty (60) days following expiration of the Term.
- g) In the event of an Event of Default by Tenant under this Lease relating to failure to pay Minimum Rent on a timely basis which has occurred more than two (2) times in any twelve (12) month period, irrespective of whether or not such default is cured, without limiting Landlord's other rights and remedies provided for in the Lease or at law or in equity, the Security Deposit shall automatically be increased by an amount equal to the greater of x) two (2) times the original Security Deposit, or y) two months' installments of Minimum Rent payments, which shall be paid to Landlord forthwith on Landlord's demand.

5. Liability Insurance; Subrogation Rights. Tenant shall obtain and keep in force at all times during the Term hereof, at its own expense, public liability insurance with companies acceptable to Landlord, with minimum limits of \$1,000,000.00 on account of bodily injury to or death of one or more persons as the result of any one accident or disaster and \$1,000,000.00 on account of damage to property, or in such other amounts as Landlord may from time to time reasonably require. Such insurance shall not be subject to cancellation without at least thirty (30) days prior notice to all insureds, and shall name Landlord and Tenant as insureds, as their interests may appear, and, if requested by Landlord, shall also name as an additional insured any mortgagee or holder of any mortgage which may be or become a lien upon any part of the Premises. Prior to the Commencement Date, Tenant shall provide Landlord with certificates or copies of the policy or policies of insurance above referred to, with evidence that the premium(s) have been paid in full for the policy periods. Tenant shall also furnish to Landlord throughout the Term hereof replacement certificates or copies of renewal policies, together with evidence of like paid premiums at least ten (10) days prior to the expiration date of the then current policy or policies.

Each party hereto waives any cause of action it might have against the other party on account of any loss or damage that is insured against under any insurance policy (to the extent that such loss or damage is recoverable under such insurance policy) that covers the Building, Premises, Landlord's or Tenant's fixtures, personal property, leasehold improvements or business and which names Landlord or Tenant as the case may be, as a party insured. Each party hereto agrees that it will cause its insurance carrier to endorse all applicable policies waiving the carrier's right of recovery under subrogation or otherwise against the other party.

6. Building Services, Maintenance.

(a) Landlord shall for the Term of this Lease:

(i) Keep and maintain in good condition and repair the common facilities, common areas, parking areas, if any, sidewalks and appurtenances;

(ii) Provide water and sewer to the Premises.

(b) Utilities to the Premises. Tenant shall establish, pay for and maintain all separately metered utility accounts in its name. Landlord shall provide electrical power to the common areas of the Premises. If permitted by law, Landlord shall have the right at any time and from time to time during the Lease Term to either contract for service from a different company or companies providing electric service (each such company shall hereafter be referred to as "Alternate Service Provider") or continue to contract for service from the current electric service provider (hereinafter called "Electric Service Provider").

Tenant shall cooperate with Landlord, the Electric Service Provider, and any Alternate Service Provider at all times and, as reasonably necessary, shall allow Landlord, Electric Service Provider, and any Alternate Service Provider reasonable access to the Building's electric feeder lines, risers wiring and any machinery within the Premises.

Landlord shall in no way be liable or responsible for any loss, damage, or expense that Tenant may sustain or incur by reason of any change, failure, interference, disruption, or defect in the supply or character of the electric energy furnished to the Premises, or if the quantity or character of the electric energy supplied by the Electric Service Provider or any Alternative Service Provider is no longer available or suitable for Tenant's requirements, and no such change, failure, defect, unavailability, or unsuitability shall constitute eviction, in whole or in part, or entitle Tenant to any abatement or diminution of Rent, or relieve Tenant from any of its obligations under the Lease. Tenant shall be responsible for all separately metered utilities.

(c) Landlord's Maintenance. Landlord shall be responsible for repair, maintenance and service of Building exterior glass windows, roof and structure, heating, air conditioning, plumbing and electrical systems, elevator and common areas, except to the extent that any maintenance or repairs are necessitated by Tenant's negligence or wrongful acts or omissions; in such instance Tenant shall be liable for such maintenance or repairs.

(d) Tenant's Maintenance. Tenant shall take good care of the Premises and its appurtenant systems and shall so use, operate and maintain the Premises and its systems so as to keep the same in good order and condition, making all interior repairs or replacements necessary to maintain such good order and condition. Tenant shall not be responsible for Building exterior glass windows, roof or structural repairs or for repairs or replacements to the air conditioning, heating or electrical systems or equipment contained

within or serving the Premises, unless necessitated by improper use or operation or by the negligence or wrongful acts or omissions of Tenant or Tenant's agents, employees or invitees.

(e) Building Service Interruptions. Landlord shall have no liability to Tenant and Tenant does hereby agree to defend, protect, indemnify and save Landlord harmless against any loss, cost or expense suffered by Tenant arising therefrom, and does waive and agree not to assert directly or indirectly, any claim against Landlord because of interruptions or discontinuation in any Building services, failure or delay in providing any maintenance or repair, or by reason of any loss, damage, theft, unexplained disappearance or destruction of personal property of Tenant or others within the Premises.

7. Signs. Tenant may, at Tenant's sole costs and expense, erect the signage described herein so long as Landlord approves of such signage and such signage complies in all respects with the master sign plan for the Building approved by the Town of Jackson, a copy of which Tenant acknowledges receipt. Tenant agrees to submit to Landlord renderings of all exterior signs for approval by Landlord, which approval shall not be unreasonably withheld. Landlord shall have five (5) business days to approve Tenant's signage upon submittal. Landlord agrees that: (i) Tenant may replace all current signage from the prior tenant with Tenant's signage so long as the replacement signage is no larger in dimensions than the existing/prior signage. Tenant may place additional signage on its interior windows provided such signage will not be counted against the Building's allocated signage square footage as determined by the Town of Jackson and further provided such signage does not otherwise violate any regulation of the Town of Jackson. In addition, Tenant may place approved lettering, decals or artwork on the interior of Tenant's windows. Except as otherwise described below, no additional signs shall be placed, erected, or maintained by Tenant on any place upon the Premises or the Building which are visible from the exterior of the Building.

8. Tenant's Alterations.

- (a) Tenant will not make or construct any changes, additions or improvements in the Premises without first obtaining the written consent of Landlord, which consent shall not unreasonably be withheld by Landlord. Landlord shall have five (5) business days to approve Tenant's signage upon submittal. Except as noted herein, all alterations and additions to the Premises shall be done by Tenant at Tenant's sole cost and expense. If Landlord approves Tenant's alterations and agrees to permit Tenant's contractor to do the work, prior to construction Tenant must furnish to Landlord (i) a duplicate of original policy or Certificates of Insurance evidencing required coverage with an insurance company reasonably acceptable to Landlord in the minimum amount of \$1,000,000.00, combined single limit covering general public liability for personal injury and property damage, builder's risk insurance, statutory workmen's compensation insurance and employer's liability of \$1,000,000.00 from each contractor to be employed (such policies shall be non-cancellable without thirty (30) days prior written notice to Tenant); (ii) construction documents prepared and sealed by a registered architect; and (iii) all applicable building and occupancy permits required by law. If alterations done by Tenant's contractor involve electrical, plumbing, roofing or structural systems of the Building, and Tenant's contractor has not been approved by Landlord, then Landlord shall have the right to have Landlord's professional contractor inspect Tenant's contractor's work, which cost for same shall be at Tenant's expense. All alterations, additions or improvements (whether temporary or permanent in character) made in or upon the Premises, either by Landlord or Tenant, shall be Landlord's property upon installation and shall remain on the Premises without compensation to Tenant. All furniture, movable trade fixtures and equipment installed by Tenant may be removed by Tenant at the termination of this Lease if Tenant so elects, and shall be so removed if required by Landlord, or if not so removed shall, at the option of Landlord, become the property of Landlord. All such installations, removals and

restoration shall be accomplished in a good and workmanlike manner so as not to damage the Premises or the primary structure or structural qualities of the Building or the plumbing, roof system, electrical lines or other utilities and in such manner so as not to disturb other tenants in their ordinary course of business in the Building.

In addition to any other items allowed by the Lease, the following specific items may be removed by Tenant at the termination of the Lease, if Tenant so elects: dishwasher, wine racks, 3-basin sink, shelving, point-of-sale equipment/fixtures.

(b) If Tenant intends to make initial improvements to the Premises ("Initial Tenant Finish"), Tenant shall submit to Landlord plans, specifications and scope of work for the Initial Tenant Finish. Upon Landlord's approval of such plan, specifications and scope of work as set forth in this Section 8, Tenant shall be authorized to commence the Initial Tenant Finish and hire its own contractor(s) to complete the work.

(c) General Requirements. Tenant shall not make or construct any changes, additions and improvements in the Premises ("Tenant's Work") unless all of the following conditions have been satisfied. Tenant warrants that all of Tenant's Work prior to the Original Lease term has and that all Tenant's Work during the term of this Lease shall:

(i) comply with the requirements of any governmental or quasi-governmental authority having jurisdiction (including, without limitation, the Americans with Disabilities Act), with the requirements of Landlord's insurance carriers, and with Landlord's safety and access requirements, including restrictions on flammable materials and elevator usage.

(ii) not be commenced until Landlord has received satisfactory evidence that all required permits have been obtained.

(iii) be performed only with the prior written consent of Landlord (which may be withheld in Landlord's sole discretion).

(iv) be constructed in good and workmanlike manner using only materials which are new, of high quality, and free from defects and conform strictly to complete working drawings and specifications prepared by a licensed architect and submitted to and approved by Landlord.

Notwithstanding the requirement that all materials be new, Landlord hereby gives permission for Tenant to reuse equipment and materials from their current store location at 60 E. Broadway.

(v) be of a quality that equals or exceeds the then current standard for the Premises and comply with all building, fire and safety codes.

(vi) be carried out only during hours approved by Landlord by licensed contractors selected by Tenant and approved in writing by Landlord, who shall deliver to Landlord before commencement of the work performance and payment bonds as well as proof of workers' compensation and general liability insurance coverage, including coverage for completed operations and contractual liability, with Landlord and its agents and designees named as additional insureds, in amounts, with companies, and in form reasonably satisfactory to Landlord, which shall remain in effect during the entire period in which the work shall be carried out. Notwithstanding the foregoing, only subcontractors selected or designated by Landlord may be used to make connection with the Premises' main electrical, plumbing or HVAC systems, except connections to circuit panels, pipes or ducts within the Premises.

- (vii) be prosecuted diligently and continuously from commencement to completion.

If Landlord selects, consents to or supervises, or recommends any suppliers, contractors, architects or engineers, the same shall not be deemed a warranty as to the adequacy of the design, workmanship or quality of materials or compliance of Tenant's Work with the requirements of this Lease, and Tenant shall remain solely responsible therefor. Landlord shall have the right to inspect Tenant's Work at any time during the course of construction or thereafter. If Tenant fails to perform Tenant's Work as required herein or the materials supplied fail to comply herewith or with the specifications approved by Landlord, and Tenant does not commence and cure such failure promptly and diligently, and in any event within 30 days after written notice by Landlord (except that notice shall not be required in emergencies), Landlord shall have the right to stop the Tenant's Work until such failure is cured (which shall not be in limitation of Landlord's other remedies and shall not serve to abate the rent or Tenant's other obligations under this Lease) and to require the removal of any non-conforming portions of Tenant's Work.

9. Fire Damage or Other Casualty. Except as provided below, in case of damage to the Premises or Building by fire or other insured casualty, Landlord shall repair the damage and complete with due diligence, taking into account the time required for Landlord to effect a settlement with and procure insurance proceeds from the insurer, except Landlord shall be excused during the period of delays due to governmental regulation, scarcity of or inability to obtain labor or materials, intervening Acts of God or other similar or dissimilar causes beyond Landlord's reasonable control.

(a) Notwithstanding the foregoing, if (i) the damage is of a nature or extent that, in Landlord's reasonable judgment, the repair and restoration work would require more than one hundred eighty (180) consecutive days to complete after commencement of work and assuming normal work crews not engaged in overtime, or (ii) if more than fifty percent (50%) of the total area of the Premises is extensively damaged or is otherwise untenable, Landlord and Tenant shall each have the right to terminate this Lease and all the unaccrued obligations of the parties hereto, by sending written notice of such termination to the other within thirty (30) days of their knowledge of such damage, the notice to specify a termination date no less than fifteen (15) days after its transmission; provided however, if Tenant shall have vacated the Premises because the nature or extent of the damage rendered the Premises untenable, the termination date shall be retroactive to the date of such vacation of the Premises.

(b) With respect to extensive damage to more than fifty percent (50%) of the Premises, if the insurance proceeds received by Landlord (excluding any rent insurance proceeds) would not be sufficient to pay for repairing the damage or are required to be applied on account of any mortgage which encumbers any part of the Premises or Building, or if the nature of the loss is not covered by Landlord's fire insurance coverage, Landlord may elect either to (i) repair the damage as above provided notwithstanding such fact, or (ii) terminate this Lease, by giving Tenant within thirty (30) days after Landlord's knowledge of the damage and determination of availability or sufficiency of insurance proceeds, notice of Landlord's election and if the election be to terminate, at least fifteen (15) days' prior notice specifying the termination date.

(c) Assuming no termination of the Lease, during any period of restoration under this Section 9, Minimum Rent payable by Tenant shall be proportionately reduced to the extent that the Premises are untenable from the date of casualty until substantial completion by Landlord of the repairs to the Premises or Building (or the part thereof rendered untenable) and the Premises being available for occupancy by Tenant or until Tenant again uses the Premises (or the part thereof rendered untenable) in its business, whichever first occurs.

10. Landlord's Right of Entry. Landlord shall at all times have access to the Premises for purposes of inspection and performing Landlord's obligations and exercising or enforcing its rights under this Lease.

Landlord and persons authorized by Landlord may enter the Premises at all reasonable times after giving twenty-four (24) hours prior notice to Tenant for the purpose of alterations to adjoining space, appraisal, or other reasonable purpose. Landlord shall not be liable for inconvenience to or disturbance of Tenant by reason of any such entry; provided, however, that in the case of repairs or work, such shall be done, so far as practicable, so as to not unreasonably interfere with Tenant's use of the Premises. Landlord also shall have the right to enter the Premises at all reasonable times after giving twenty-four (24) hours prior notice to Tenant, to exhibit the Premises to any prospective purchaser, tenant and/or mortgagee. In an emergency situation, as determined by Landlord in Landlord's sole discretion, the Landlord may enter the Premises without notice.

11. Governmental Regulations. Tenant shall, in the use and occupancy of the Premises and the conduct of Tenant's business or profession therein, at all times comply with all applicable laws, ordinances, orders, notices and regulations of the federal, state and municipal governments, or any of their departments and the regulations of the insurers of the Premises and Building.

(a) Without limiting the generality of the foregoing, Tenant shall (i) obtain, at Tenant's expense, before engaging in Tenant's business or profession within the Premises, all necessary licenses and permits including (but not limited to) state and local use or occupancy and business licenses or permits, and (ii) remain in compliance with and keep in force at all times all licenses, consents and permits necessary for the lawful conduct of Tenant's business or profession at the Premises. Tenant shall pay all personal property taxes, income taxes, and other taxes which are or may be assessed, levied or imposed upon Tenant and which, if not paid, could be liened against the Premises or against Tenant's property therein or against Tenant's Leasehold estate.

(b) Tenant for itself, its agents and employees, and for all subtenants and others with whom it contracts for labor or material on the Premises, shall comply fully with the Federal Hazard Communication Standard, 29 CFR 51910.1200, the Federal Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. 11001 *et. seq.* and applicable state and local laws.

(c) Tenant shall indemnify, protect, defend and save Landlord harmless with regard to any non-compliance or alleged non-compliance by Tenant with any law, order, ordinance, regulation, permit, license or other governmental matter in any way relating to the conduct of Tenant's business or profession in the Premises. If Landlord is named as defendant or a responsible party with respect to any alleged violation or non-compliance by Tenant as aforesaid, Landlord also may require, by notice to Tenant, that the matters or conduct giving rise thereto be discontinued by Tenant unless and until the alleged violation or non-compliance is resolved in Tenant's favor.

(d) Whenever Tenant shall, by the terms of this Section, be required to make any alterations or repairs, or perform and comply with any laws, rules, orders, ordinances, regulations or legal requirements, Tenant shall not be deemed in default in respect thereof, and Landlord shall not enforce or exercise any of Landlord's rights under this Lease, if and so long as such non-performance shall be caused by strikes, lockouts, non-availability of labor or materials, war or national defense preemptions, governmental restrictions, acts of God, or other causes beyond the control of Tenant.

12. Use of Premises and Common Areas.

(a) Tenant may use and occupy the Premises only for the express and limited Permitted Uses; and the Premises shall not be used or occupied, in whole or in part, for any other purpose without the prior written consent of Landlord; provided that Tenant's right to so use and occupy the Premises shall remain expressly subject to the provisions of "Governmental Regulations" herein. No machinery or equipment shall be permitted that shall cause vibration, noise or disturbance beyond the Premises. Tenant, without

Landlord's consent or direction, shall not vacate nor abandon the Premises at any time during the Term, nor permit the Premises to remain unoccupied for a period longer than five (5) consecutive days during the Term without prior written approval of Landlord.

(b) Tenant shall not commit or suffer any waste upon the Premises or the Building, or any nuisance, or any other act or thing which may disturb the quiet enjoyment of any other tenant in the Building.

(c) Tenant shall have the right, non-exclusive and in common with others to use (i) any common hallways, entrances, elevators and restroom facilities of the Building for the purposes for which the same were designed, and (ii) to use the exterior paved driveways and walkways of the Building for vehicular and pedestrian access to the Building. Tenant shall also have the right, in common with other tenants of the Building and Landlord, to use the designated parking areas of the Building, if any, for the parking of automobiles and other vehicles of Tenant and its employees and business visitors, incident to Tenant's permitted use of the Premises; provided that Landlord shall have the right to restrict or limit Tenants' utilization of the parking areas in the event the same become overburdened and in such case to allocate on a proportionate basis or assign parking spaces among Tenant and the other tenants of the Building. Tenant understands that the parking and paved areas of the Building have not been designed for use by heavy trucks or other heavy vehicles and accordingly any such use by Tenant, Tenant's agents, employees or licensees shall not be permitted. Landlord shall have the right to establish reasonable regulations, applicable to all tenants, governing the use of or access to any interior or exterior common areas; and such regulations, when communicated by written notification from Landlord to Tenant, shall be deemed incorporated by reference herein and part of this Lease and effect; provided however, in no event shall those regulations interfere with Tenant's rights as expressly contained in this Lease.

13. Mechanic's Liens. Tenant will not voluntarily suffer or permit any mechanic's, laborer's or materialman's lien to be filed against the Premises or any part thereof by reason of work, labor services or materials supplied or claimed to have been supplied to Tenant; and if any mechanic's, laborer's or materialman's lien shall at any time be filed against the Premises or any part thereof, within thirty (30) days after notice of filing thereof Tenant shall cause it to be discharged of record by payment, deposit, posting of bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be discharged within the period aforesaid, then in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge it either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. Any amount so paid by Landlord, plus all of Landlord's costs and expenses associated therewith, shall constitute Rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand.

Nothing in this Lease shall be deemed or construed in any way as constituting consent by Landlord for the making of any alterations or additions by Tenant or constituting a request by Landlord, express or implied, to any contractor, sub-contractor, laborer or materialman for the performance of any labor or the furnishing of any materials for the use or benefit of Landlord.

14. Indemnification.

(a) Indemnification of Landlord. Tenant shall and hereby does agree to defend, indemnify and hold harmless Landlord from and against any and all claims, actions, damages, liability and expense arising from Tenant's use of the Premises, or from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises and shall further defend, indemnify and hold harmless Landlord from and against any and all claims, actions, damages, liability and expense arising from any breach or default in the performance of any obligation of Tenant's part to be performed under the terms of this Lease, or arising from any negligence of Tenant or any of Tenant's

agents, contractors or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in Landlord's defense of any such claim or any action or proceeding brought thereon. Tenant shall indemnify and hold harmless Landlord from and against any and all claims, actions, damages, liability and expense which may be imposed upon or incurred by or asserted against Landlord by reason of any failure on the part of Tenant to keep, observe and perform any of the terms, covenants, agreements, conditions or limitations contained in this Lease on Tenant's part to be kept, observed and performed.

(b) Indemnification of Tenant. Landlord shall and hereby does agree to indemnify and hold harmless Tenant from and against any and all claims, actions, damages, liability and expense arising from any gross negligence or willful misconduct of Landlord or any of Landlord's agents, contractors or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in Tenant's defense of any such claim or any action or proceeding brought thereon.

15 Condemnation.

(a) Condemnation of Premises. If more than twenty (20%) percent of the floor area of the Premises is taken or condemned for a public or quasi-public use (a sale in lieu of condemnation to be deemed a taking or condemnation for purposes of this Lease), this Lease shall at either party's option terminate as of the date title to the condemned real estate vests in the condemnor, and the Rent herein reserved shall be apportioned and paid in full by Tenant to Landlord to that date, and all rent prepaid for periods beyond that date shall forthwith be repaid by Landlord to Tenant and neither party shall thereafter have any liability hereunder.

(b) Partial Condemnation. If less than twenty (20%) percent of the floor area of the Premises is taken or if neither Landlord nor Tenant have elected to terminate this Lease pursuant to Section 16(a), Landlord shall do such work as may be reasonably necessary to restore the portion of the Premises not taken to tenantable condition for Tenant's use, but shall not be required to expend more than the net award Landlord reasonably expects to be available for restoration of the Premises. If Landlord determines that the damages available for restoration of the Building will not be sufficient to pay the cost of restoration, or if the condemnation damage award is required to be applied on account of any mortgage which encumbers any part of the Premises or the Building, Landlord may terminate this Lease by giving Tenant thirty (30) days prior notice specifying the termination date.

(c) If this Lease is not terminated after any such taking or condemnation, the Minimum Rent shall be equitably reduced in proportion to the area of the Premises which has been taken for the balance of the Term.

(d) Award. If a part or all of the Premises be taken or condemned, the parties may each assert their claims and other compensation against the concerning authority based upon their respective interest in and to the Premises.

16. Assignment and Subletting.

(a) Tenant shall not, without the prior written consent of Landlord, which consent shall not unreasonably be withheld: (i) assign or in any manner transfer this Lease or any estate or interest therein, (ii) permit any assignment of this Lease or any estate or interest therein by operation of law, (iii) sublet the Premises or any part thereof, (iv) grant any license, concession or other right of occupancy of any portion of the Premises, or (v) permit the use of the Premises by any party other than Tenant, its agents and employees, and any such acts without Landlord's prior written consent shall be void and of no effect. Consent by Landlord to one or more assignments or subletting shall not operate as a waiver of Landlord's

rights as to any subsequent assignments and subletting. Notwithstanding any assignment or subletting, Tenant and any guarantor of Tenant's obligations under this Lease shall at all times remain fully responsible and shall be jointly and severally liable with any assignee for the payment of all Rent and for compliance with all of Tenant's other obligations under this Lease. If an Event of Default should occur while the Premises or any part thereof are then assigned or sublet, Landlord, in addition to any other remedies herein provided or provided by law, may, at its option, collect directly from such assignee or subtenant all rents becoming due to Tenant under such assignment or sublease and apply such rent against any sums due to Landlord by Tenant hereunder, and Tenant hereby authorizes and directs any such assignee or subtenant to make such payments of rent directly to Landlord upon receipt of notice from Landlord. No direct collection by Landlord from any such assignee or subtenant shall be construed to constitute a novation or a release of Tenant or any guarantor of Tenant from the further performance of its assignee, subtenant or occupant of the Premises and shall not be deemed a waiver of the covenant in this Lease against assignment and subletting or a release of Tenant under this Lease. The receipt by Landlord from any such assignee or subtenant obligated to make payments of rent shall be a full and complete release, discharge, and acquittance to such assignee or subtenant to the extent of any such amount of rent so paid to Landlord. Landlord is authorized and empowered, on behalf of Tenant, to endorse the name of Tenant upon any check, draft, or other instrument payable to Tenant evidencing payment of rent, or any part thereof, and to receive and apply the proceeds therefrom in accordance with the terms hereof. Tenant shall not mortgage, pledge or otherwise encumber its interest in this Lease or in the Premises.

(b) If Tenant requests Landlord's consent to an assignment of the Lease or subletting of all or a part of the Premises, it shall submit to Landlord, in writing, the name of the proposed assignee or subtenant and the nature and character of the business of the proposed assignee or subtenant, the term, use, rental rate and other particulars of the proposed subletting or assignment, including without limitation, evidence satisfactory to Landlord that the proposed subtenant or assignee is financially responsible and will immediately occupy and thereafter use the Premises (or any sublet portion thereof) for the remainder of the Term (or for the entire term of the sublease, if shorter). In the event of an assignment or subletting by Tenant hereunder, if that portion which is sublet or assigned shall reflect a higher rent than that Minimum Rent which is contained in this Lease, Landlord shall be entitled to fifty percent (50%) of the increased amount of rent paid by the sublessee or assignee to the Tenant and such shall be paid to the Landlord by Tenant under the same terms and conditions as Tenant is required to pay its Minimum Rent under the terms of the Lease.

(c) Landlord shall have the right to transfer, assign and convey, in whole or in part, the Building and any and all of its rights under this Lease, and in the event Landlord assigns its rights under this Lease, Landlord shall thereby be released from any obligations of Landlord hereunder accruing after the date of assignment and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such Lease obligations.

(d) Tenant shall reimburse Landlord for Landlord's reasonable costs and expenses (including, without limitation, the charges of any outside architectural, engineering, accounting or legal professionals retained by Landlord to review the proposed assignment or sublease, if any) incurred by Landlord in connection with the proposed subletting or assignment by Tenant. The amount of such costs and expenses shall be deemed to be Rent under the terms of this Lease and shall be payable by Tenant upon demand, regardless of whether Landlord approves or disapproves such assignment or sublease or elects to cancel this Lease.

17. Subordination; Rights of Mortgagee.

(a) This Lease shall be subject and subordinate at all times to the lien of any mortgages now or hereafter placed by Landlord upon the Premises or the Building and land of which they are a part without

the necessity of any further instrument or act on the part of Tenant to effectuate such subordination. Tenant further agrees to execute and deliver upon demand such further instrument or instruments evidencing such subordination of this Lease to the lien of any such mortgage and such further instrument or instruments of attornment as shall be desired by any mortgagee or proposed mortgagee or by any other person. Notwithstanding the foregoing, any mortgagee may at any time subordinate its mortgage to this Lease, without Tenant's consent by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such mortgage without regard to their respective dates of execution, delivery or recording and in that event such mortgagee shall have the same rights with respect to this Lease as though it had been executed prior to the execution and delivery of the mortgage.

(b) In the event the Landlord shall be or is alleged to be in default of any of its obligations owing to Tenant under this Lease, Tenant agrees to give to the holder of any mortgage (collectively the "Mortgagee") now or hereafter placed by Landlord upon the Premises or the Building and land, notice by certified mail, return receipt requested, postage prepaid, or sent by any nationally recognized express courier of any such default which Tenant shall have served upon the Landlord, provided that prior thereto Tenant has been notified in writing (by way of Notice of Assignment of Rents and/or Leases or otherwise) of the name and addresses of any such Mortgagee. Tenant shall not be entitled to exercise any right or remedy as there may be because of any default by Landlord without having given such notice to the Mortgagee; and Tenant further agrees that if Landlord shall fail to cure such default: (i) the Mortgagee shall have an additional thirty (30) days (measured from the later of the date on which the default should have been cured by Landlord or the Mortgagee's receipt of such notice from Tenant) within which to cure such default, provided that if such default be such that the same could not be cured within such thirty (30) day period and is diligently pursuing the remedies necessary to effectuate the cure (including but not limited to foreclosure proceedings if necessary to effectuate the cure); and (ii) Tenant shall not exercise any right or remedy as there may be arising because of Landlord's default, including but not limited to termination of this Lease as may be expressly provided for herein or available to Tenant as a matter of law, if the Mortgagee either has cured the default within such thirty (30) day period or, as the case may be, has initiated the cure of same within such thirty (30) day period and is diligently pursuing the cure of same.

18. Memorandum At the request of Landlord at any time following initial occupancy of the Premises by Tenant, Tenant shall promptly execute and deliver to Landlord a written memorandum in recordable form reflecting the date of initial occupancy and confirming the Commencement and Expiration Dates and such other information as Landlord may request. Tenant shall not record or cause or suffer to be recorded any memorandum, lien or claim or notice of any kind pertaining to this Lease.

19. Tenant's Estoppel Certificate. Tenant agrees at any time and from time to time, within fifteen (15) days after Landlord's written request, to execute, acknowledge and deliver to Landlord a written instrument in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that it is in full force and effect as modified and stating the modifications), that Tenant is in full possession and occupying the Premises, and the dates to which Minimum Rent, Additional Rent, and other charges have been paid in advance, if any, and stating whether or not to the best knowledge of the signer of such certificate Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which the signer may have knowledge, that any tenant improvements required to be paid by Landlord have been paid, and if not, to what extent such payments have not been made, that Tenant is in financially sound health, or if not, to what extent Tenant is not. It is intended that any such certification and statement delivered pursuant to this Section may be relied upon by any prospective purchaser of the fee or any mortgagee thereof or any assignee of Landlord's interest in this Lease or of any mortgage upon the fee of the Premises or any part thereof. Tenant's failure to provide said certification shall be considered an Event of Default under the Lease and Landlord shall have all of its rights and remedies including, but not limited to, the right to sue

Tenant for its actual and consequential damages.

20. Curing Tenant's Defaults. If Tenant shall default in the performance of any of its non-payment obligations hereunder, Landlord without prejudice and in addition to any other rights it may have in law or equity, after giving Tenant written notice of such default and after failure by Tenant within ten (10) business days of the receipt of such notice to correct or to undertake and diligently pursue correction of said default(s) (which notice and/or opportunity to cure shall not be required in case Landlord shall determine that an emergency exists requiring prompt action; provided however, in such event such default shall be deemed cured in a timely manner and shall not constitute an Event of Default as contemplated in Section 23 and as such, shall not subject Tenant to the remedies of Landlord described in Section 23 following an Event of Default), Landlord may cure such default(s) on behalf of Tenant or may terminate the Lease; in the event Landlord cures such default, Tenant shall reimburse Landlord on demand for all costs incurred by Landlord in that regard plus interest thereon from the date(s) of expenditure at the rate of 4% over the then prime rate as published in the Money Rates section of the Wall Street Journal (unless such rate be usurious as applied to Tenant, in which case the highest permitted legal rate shall apply), which shall be deemed Rent payable hereunder.

21. Notices. Payment of Rent. All notices, demands, requests, consent, certificates and waivers from either party to the other or to any mortgagee shall be in writing and sent by United States certified mail, return receipt requested, postage prepaid, or sent by any nationally recognized express courier addressed to Landlord at the address aforesaid, with a copy to any mortgagee designated by Landlord, and addressed to Tenant at the address above or to such other address as the party to receive the notice, demand, request, consent, certificate or waiver may hereafter designate by written notice to the other. All notices, demands, requests, consents, certificates and waivers shall be deemed to have been given when deposited in the United States mail or delivered by any such express carrier as aforesaid.

22. Notice of Exercise, Surrender, Holdover. In the event by the terms of this Lease or any addenda hereto, Tenant has the right or option to renew the term beyond the Term, then Tenant shall be required to provide Landlord written notice, not less than one hundred eighty (180) days and not more than three hundred sixty (360) days prior to expiration of the Term, of Tenant's intention to exercise its right or option for the renewal. Failure to provide such notice shall constitute a waiver by Tenant of any such right or option for a renewal term and in such event this Lease shall terminate and expire without any notice from Landlord on the expiration of the Term. Tenant shall, at the expiration or sooner termination of the Term, promptly quit and surrender the Premises in good order and broom clean condition and conformity with the applicable provisions of this Lease, excepting only reasonable wear and tear. Tenant shall have no right to hold over beyond the expiration of the Term. If Tenant holds over without Landlord's consent, Tenant shall be in Default hereunder without notice or opportunity to cure, and, in addition to any other right or remedy of Landlord, Tenant shall, at Landlord's election, be a tenant at sufferance or a tenant from month-to-month. In either case, all terms and provisions of this Lease shall remain in effect at Landlord's option, except that Base Rent shall be payable monthly in advance at a rate equal to twice the Base Rent in effect immediately before the holdover began and other charges specified herein (and if varying rates are specified herein, at three times the highest such rate), prorated on a daily basis, which amount Tenant agrees to pay. A holdover month-to-month tenancy may be terminated by either party as of the first day of a calendar month upon at least ten days' prior notice. A holdover tenancy at sufferance is terminable at any time by Landlord without notice. The acceptance of rent by Landlord or the failure or delay of Landlord in notifying or evicting Tenant following the expiration or sooner termination of the Term shall not create any tenancy rights in Tenant, and any such payments by Tenant may be applied by Landlord against its costs and expenses, including attorney's fees, incurred in regaining possession of the Premises and against losses or damages incurred by Landlord as a result of such holdover.

23. Default-Tenant. If (i) Tenant fails to pay any installment of Minimum Rent or any amount of Rent when due, and such failure continues for a period of five (5) days after delivery to Tenant of written notice from Landlord, (ii) Tenant vacates, abandons or otherwise ceases to operate its business at the Premises on a substantial continuing basis (Tenant's failure to operate normally at the Premises for five consecutive business days or eight out of any nine consecutive business days shall conclusively be deemed an abandonment), except: (A) with prior written approval from Landlord or (B) when due to temporary absence due to fire, casualty, failure of services or other cause wholly beyond Tenant's control, (iii) Tenant fails to observe or perform any of the other Tenant's agreements herein contained and such failure continues after notice for more than fifteen (15) days, (iv) Tenant makes any assignment for the benefit of creditors, (v) Tenant commits an act of bankruptcy or files a petition or commences any proceeding under any bankruptcy or insolvency law, (vi) a petition is filed or any proceeding is commenced against Tenant under any bankruptcy or insolvency law and such petition or proceeding is not dismissed within thirty (30) days, (vii) Tenant is adjudicated bankrupt, (viii) Tenant by any act indicates its consent to, approval of or acquiescence in, or a court approves, a petition filed or proceeding commenced against Tenant under any bankruptcy or insolvency law, (ix) a receiver or other official is appointed for Tenant or for a substantial part of Tenant's assets or for Tenant's interests in this Lease, (x) any attachment or execution against a substantial part of Tenant's assets or of Tenant's interests in this Lease remains unstayed or undismissed for a period of more than five (5) days, (xi) a substantial part of Tenant's assets or of Tenant's interests in this Lease is taken by legal process in any action against Tenant, or (xii) Tenant fails to execute an estoppel, subordination agreement or otherwise comply with Section 17 of this Lease, then in any such event, an Event of Default shall be deemed to exist and Tenant shall be in default hereunder. If an Event of Default shall occur, the following provisions shall apply and Landlord shall have the rights and remedies set forth below, which rights and remedies may be exercised upon or at any time following the occurrence of an Event of Default unless, prior to such exercise, Landlord shall agree in writing with Tenant that the Event(s) of Default has been cured by Tenant in all respects:

(a) Entry By Landlord. Should any Event of Default occur, notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, Landlord lawfully may, in addition to any remedies otherwise available to Landlord, immediately or at any time thereafter, and without demand or notice (and Tenant hereby expressly waives any notice to quit possession of the Premises), enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of Landlord's former estate, and expel Tenant and those claiming through or under Tenant and remove its or their effects (forcibly, if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant.

(b) Termination of Lease. Upon written notice of termination by Landlord to Tenant, the Lease as of a date specified in the notice of termination and in such case, Tenant's rights including any option to renew (if any) and to possession and use of the Premises shall end absolutely as of the termination date; and this Lease shall also terminate in all respects except for the provisions hereof regarding Landlord's damages and Tenant's liabilities arising prior to, out of and following the Event of Default and the ensuing termination.

Following such termination (as well as upon any other termination of this Lease by expiration of the Term or otherwise) Landlord immediately shall have the right to recover possession of the Premises; and to that end, Landlord may enter the Premises and take possession, without the necessity of giving Tenant any notice to quit or any other further notice, with or without legal process or proceedings, and in so doing Landlord may remove Tenant's property (including any improvements or additions to the Premises which Tenant made), as well as the property of others as may be in the Premises, at which time Tenant's property and the property of others shall be deemed abandoned and Landlord may make disposition thereof in such manner as Landlord may deem to be reasonable in Landlord's sole and absolute discretion.

Upon any such disposition, Landlord shall not be responsible or liable for damage to Tenant's property or the property of others removed the Premises by Landlord and Tenant hereby expressly releases, waives and indemnifies Landlord against any and all claims for damages arising from or inconnection with the removal and disposition of any such property.

(c) Tenant's Continuing Obligations - Landlord's Reletting Rights.

(i) Unless and until Landlord shall have terminated this Lease, Tenant shall remain fully liable and responsible to perform all of the covenants and to observe all the conditions of this Lease throughout the remainder of the Term. In addition, Tenant shall pay to Landlord, upon demand as Rent, the total sum of all costs, losses and expenses (including reasonable attorney fees), as Landlord incurs, directly or indirectly, because of any Event of Default having occurred.

(ii) If Landlord either terminates Tenant's right to possession without terminating this Lease or terminates this Lease and Tenant's leasehold estate as above provided, Landlord shall have the unrestricted right to relet the Premises or any part(s) thereof to such tenant(s) on such provisions and for such period(s) as Landlord may deem appropriate. It is understood that Landlord shall have no obligation to have the Premises available for reletting or otherwise endeavor to relet so long as Landlord (or any related entity) has other comparable vacant space or property available for leasing to others in the complex of which the Building is a part; and that notwithstanding non-availability of other space or property, Landlord's obligation to mitigate damages shall be limited to commercially reasonable efforts.

(d) Landlord's Damages.

(i) The damages which Landlord shall be entitled to recover from Tenant shall be the sum of:

(A) all Rent accrued and unpaid as of the termination date; and

(B)(i) costs and expenses (including reasonable attorney fees) incurred by Landlord in recovering possession of the Premises, including removal, storage and/or disposal of Tenant's property, improvements and alterations therefrom, (ii) the costs and expenses of restoring the Premises to the condition in which the same were to have been surrendered by Tenant as of the expiration of the Term, (iii) the costs of reletting (exclusive of those covered by the foregoing), including brokerage fees, and (iv) any special overhead expenses related to the vacancy of the Premises not in excess of ten percent (10%) of the total Minimum Rent otherwise to be paid by Tenant over the remainder of the Term, for each month or part between the date of termination and the re-letting of the entire Premises; and

(C) all obligations constituting Rent including, without limitation, Minimum Rent and Additional Rent (or an estimation of Additional Rent if actual Additional Rent cannot be then determined) otherwise payable by Tenant over the remainder of the Term,

less deducting from the total determined under sub-paragraphs (i)(a-c) all rent and all other Additional Rent to the extent determinable (to the extent that like charges would have been payable by Tenant) which Landlord receives from other tenant(s) by reason of the leasing of the Premises or part during or attributable to any period falling within the otherwise remainder of the Term.

(ii) The damage sums payable by Tenant under the preceding provisions of this paragraph (d) shall be payable on demand from time to time as the amounts are determined; and if from Landlord's subsequent receipt of rent as aforesaid from re-letting, there be any excess payment(s) by Tenant by reason of the crediting of such rent thereafter received, the excess payment(s) shall be refunded by Landlord to Tenant, without interest.

(e) Costs and attorney fees. Tenant agrees that in addition to all amounts recoverable by Landlord under this Lease and applicable law, Landlord shall be entitled to recover from Tenant all costs, fees (including attorney fees) and expenses Landlord incurs in enforcing this Lease and in recovering all amounts to which Landlord is entitled under this Lease and applicable law, including such costs and fees in any bankruptcy case filed by or against the Tenant or that in any way involves the Premises.

(f) Interest on Damage Amounts. Any sums payable by Tenant hereunder which are not paid after the same shall be due shall bear interest from that day until paid, at the rate of 4% over the then prime rate as published in the Money Rates section of the Wall Street Journal (unless such rate be usurious as applied to Tenant, in which case the highest permitted legal rate shall apply).

(g) Landlord's Statutory Rights. Landlord shall have all rights and remedies now or hereafter existing at law with respect to the enforcement of Tenant's obligations hereunder and the recovery of the Premises, including, without limitation, to those set forth in the statutes of the state in which the Building is located, as amended, and all amendments, modifications and substitutions thereof hereafter enacted. No right or remedy herein conferred upon or reserved to Landlord shall be exclusive of any other right or remedy, but shall be cumulative and in addition to all other rights and remedies given hereunder or now or hereafter existing at law. Landlord shall be entitled to injunctive relief in case of the violation, or attempted or threatened violation, of any covenant, agreement, condition or provision of this Lease, or to a decree compelling performance of any covenant, agreement, condition or provision of this Lease.

(h) Remedies Not Limited. Nothing herein contained shall limit or prejudice the right of Landlord to exercise any or all rights and remedies available to Landlord by reason of default or to prove for and obtain in proceedings under any bankruptcy or insolvency laws, an amount equal to the maximum allowed by any law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damage referred to above.

(i) No Waiver by Landlord. No delay or forbearance by Landlord in exercising any right or remedy hereunder, or Landlord's undertaking or performing any act or matter which is not expressly required to be undertaken by Landlord shall be construed, respectively, to be a waiver of Landlord's rights or to represent any agreement by Landlord to undertake or perform such act or matter thereafter. Waiver by Landlord of any breach by Tenant of any covenant or condition herein contained (which waiver shall be effective only if so expressed in writing by Landlord) or failure by the Landlord to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the future of Landlord's right to have any such covenant or condition duly performed or observed by Tenant, or of Landlord's rights arising because of any subsequent breach of any such covenant or condition nor bar any right or remedy of Landlord in respect of such breach or any subsequent breach. Landlord's receipt and acceptance of any payment from Tenant which is tendered not in conformity with the provisions of this Lease or following an Event of Default (regardless of any endorsement or notation on any check or any statement in any letter accompanying any payment) shall not operate as an accord and satisfaction or a waiver of the right of Landlord to recover any payments then owing by Tenant which are not paid in full, or act as a bar to the termination of this Lease and the recovery of the Premises because of Tenant's previous default.

24. Default-Landlord. If Landlord fails to observe or perform any of Landlord's agreements herein contained and such failure continues after notice for more than thirty (30) days and such additional time, if any, as is reasonably necessary to cure such failure, Tenant may, at Tenant's option, (i) terminate this Lease, in which case Tenant shall be entitled to recover from Landlord the difference between the costs and expenses Tenant incurs in moving and relocating to space comparable to the Premises and any difference between the rent Tenant must pay for such comparable space and the Minimum and Additional Rent payable under this Lease, or (ii) cure such default, in which case Landlord will promptly reimburse Tenant for its cost to rectify such default.

25. Brokers. Tenant represents and warrants to Landlord that Tenant has had no dealings, negotiations or consultations with respect to the Premises in this transaction with any broker or finder other than the Broker, if any, identified in Section 1; and that otherwise no broker or finder called the Premises to Tenant's attention for lease or took any part in any dealings, negotiations or consultations with respect to the Premises or this Lease. Tenant agrees to indemnify and hold Landlord harmless from and against all liability, cost and expense, including attorney's fees and court costs, arising out of any misrepresentations or breach of warranty by Tenant under this Section 25. The foregoing shall not limit Tenant's ability to contract with the broker identified in Section 1 with respect to any commission earned by such broker as a result of this Lease.

26. Captions. The captions in this Lease are for convenience only and are not a part of this Lease and do not in any way define, limit, describe or amplify the terms and provisions of this Lease or the scope or intent thereof.

27. Change of Building Name. Landlord reserves the right at any time and from time to time to change the name by which the Building is designated.

28. Entire Agreement. This Lease including all exhibits and addenda (if any) attached hereto and expressly made a part hereof represents the entire agreement between the parties hereto and there are no collateral or oral agreements or understandings. This Lease shall not be modified in any manner except by an instrument in writing executed by the parties.

29. Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Term, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

30. Definition of "Landlord". The word "Landlord" is used herein to include the Landlord named above and any subsequent owner of the Premises, as well as their respective heirs, personal representatives, successors and assigns, each of whom shall have the same rights, remedies, powers, authorities and privileges as he would have had he, it or they originally signed this Lease as Landlord; but any owner of the Premises, whether or not named herein, shall have no liability hereunder after he, it, or they ceases to hold title to the real estate, except for obligations which may have theretofore accrued.

31. Definition of "Tenant". The word "Tenant" is used herein to include each and every one of the firm or firms or persons named above as Tenant, jointly and severally, as well as the heirs, personal representatives, or successors and assigns of same, each of whom shall be under the same obligations, liabilities and disabilities and have only such rights, privileges and powers as it, he, or they would have possessed as if original signatories to this Lease as Tenant. If Tenant is other than an individual, Tenant

hereby certifies to Landlord that Tenant is qualified to do business in the state in which the Building is located. Further, Tenant shall provide proof of such good standing in the form of a certificate of good standing as a precondition to Landlord executing this Lease.

32. Quiet Enjoyment. Provided that Tenant has performed all of the terms and conditions of this Lease, including the payment of all Rent, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, without hindrance from Landlord, under and subject to the terms and conditions of this Lease and of any mortgages now or hereafter affecting all or any portion of the Premises.

33. Environmental Matters. Tenant shall not engage in operations at the Premises which involve the generation, manufacture, refining, transportation, treatment, storage, handling, or disposal of "hazardous substances or hazardous waste" as defined by the Environmental Protection Agency.

34. Consumer Price Index. -CPI- U shall be equal to the Consumer Price Index for All Urban Consumers (CPI-U) as published monthly by the Bureau of Labor Statistics of the United States Department of Labor. The effective date of each increase shall be the Anniversary Date of the Commencement Date. The annual Minimum Rent as of the month immediately prior to the applicable Anniversary Date shall be increased by a fraction, the numerator of which shall be the CPI-U for the month and year of the Anniversary Date and the denominator of which is the CPI-U for the month and year of the immediately preceding Anniversary Date. In the event that the CPI-U ceases to be published during the Term of this Lease, the adjustment in the annual Minimum Rent shall be made with the use of such conversion factor, formula, or table as may be published by the Bureau of Labor Statistics, or if none is available, the parties shall accept comparable statistics on the cost of living in the United States as shall then be computed and published by an agency of the United States, or if none, by a respected financial periodical selected by Landlord.

35. Renewals. Provided that no Tenant "Event of Default" exists as of the time of exercise of a Renewal Option or the commencement of a Renewal Period, Tenant shall have the right and option ("Renewal Option") to extend the Term for a number of Renewal Periods specified in Section 1(n). The Renewal Option may be exercised by delivery to Landlord of written notice of such renewal no later than one hundred eighty (180) days and no sooner than three hundred sixty (360) days prior to the Expiration Date or any subsequent Renewal Expiration Date. The Renewal Period shall be for the period specified in Section 1.(n), and the Minimum Rent payable therefor shall be as specified in Section 1.(n) and Section 34. All other terms and provisions of the Lease shall be applicable during any Renewal Period with the same force and effect as the initial Term.

36. Waiver Of Trial By Jury and Lockout for Tenant Default. In the event state law shall so allow, Tenant shall and hereby does waive its right to a trial by jury.

37. Choice of Law and Venue. This Lease will be governed by and construed under the laws of the State of Wyoming without regard to conflicts-of-laws principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Lease may be brought against any of the parties hereto in the courts of the State of Wyoming, County of Teton, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Wyoming, and each of the parties hereto consents to the jurisdiction of such court (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

38. WAIVER OF JURY TRIAL. IN ANY LITIGATION BETWEEN LANDLORD AND TENANT, THE MATTER SHALL BE DECIDED BY A JUDGE SITTING WITHOUT A JURY, AND ACCORDINGLY EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal the day and year first above written.

LANDLORD:

Jackson Broadway Shops, LLC



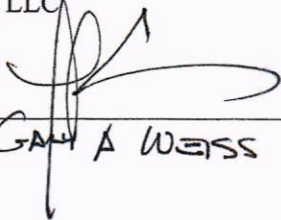
DATE: October 9, 2018

BY: ~~Annalee Abelson, Manager~~

Anna Mommson, Authorized Agent

TENANT:

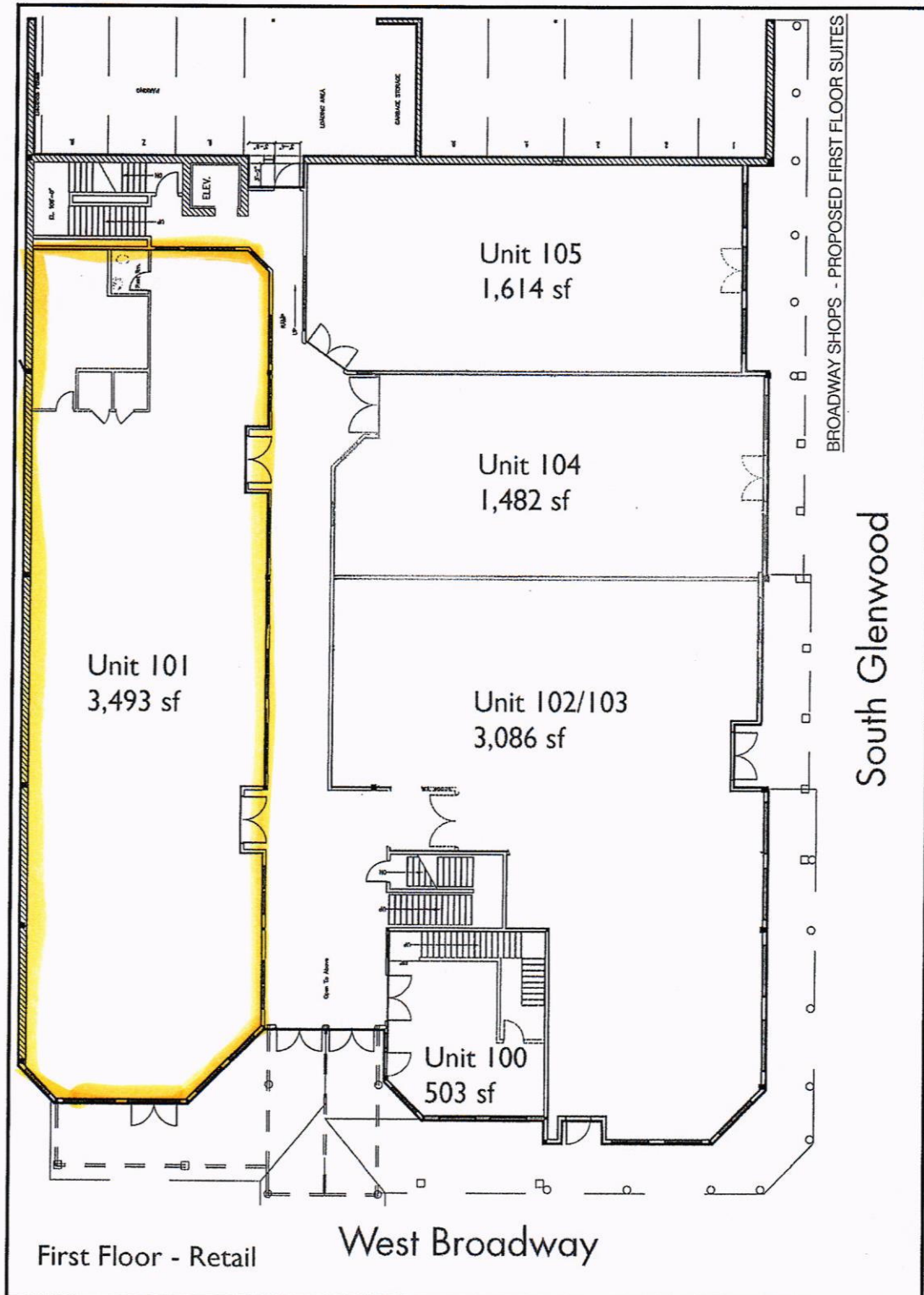
VFJH, LLC



DATE: 10.9.18

BY: GAY A WEISS

Exhibit B – 80 West Broadway
Broadway Shops First and Second Floor
Floorplan and Suite Identification



Plan of Operation – Sampling of Spirits

VFJH, LLC dba Spirits & Spice

VFJH, LLC dba Spirits & Spice will continue to utilize its full retail liquor license in its new location in the same fashion as it has for the last 8+ years in its current location: offering on-site sampling of spirits and packaged sales of wine and spirits.

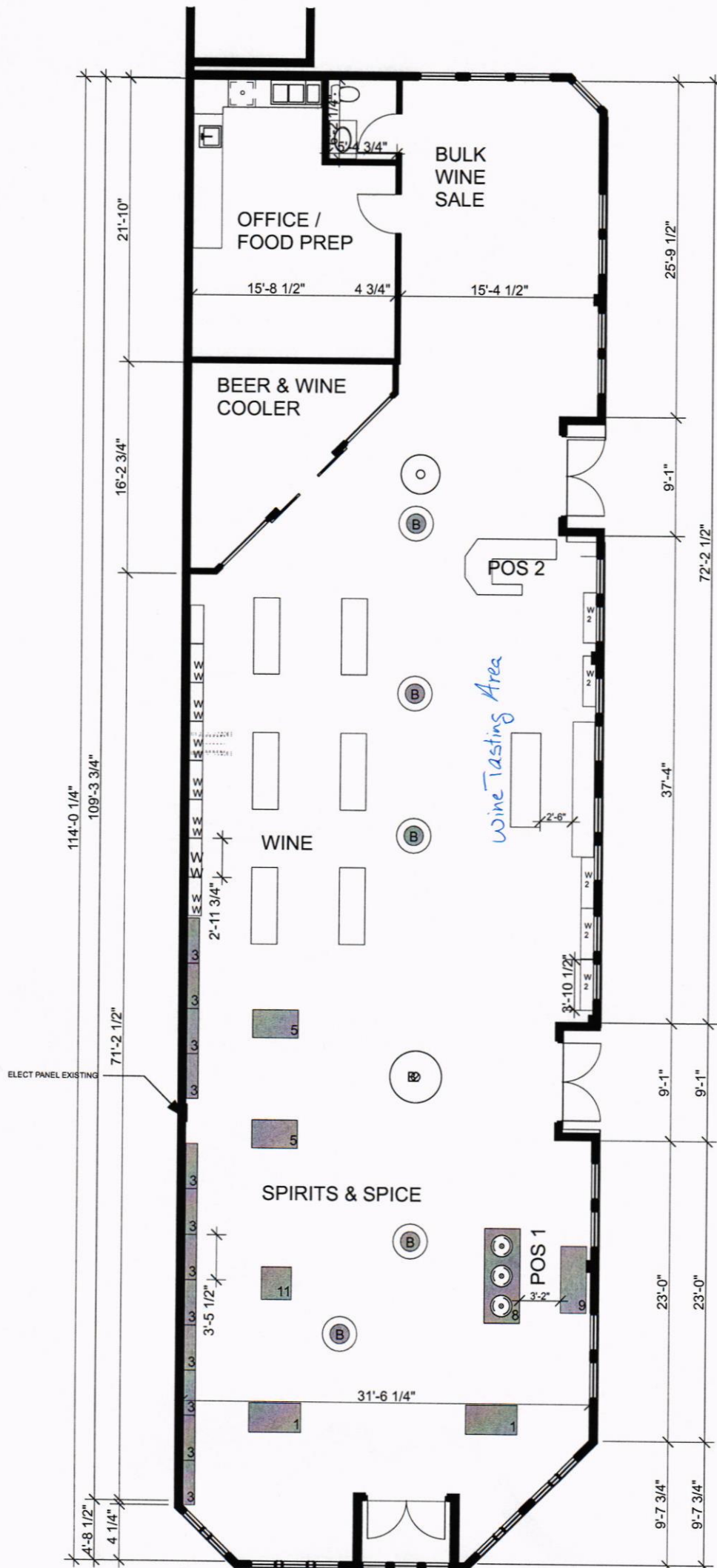
Alcoholic beverages will be located throughout the retail store (see conceptual plan, attached): The alcoholic products will continue to be drawn for tasting from either oaken casks (each, with an interior food-safe bladder that contains the spirit), or clear glass balloons, in the Spirits & Spice Area of the Store. All spirits will continue to be tasted in small shot glasses. This enables the customer to physically taste what they are purchasing (in pre-sealed, pre-taxed containers), thereby allowing them to truly “know what they are getting” in a manner consistent with our other store offerings of oils, vinegars, and spices.

A limited number of wines will be available for tasting at the wine tasting fixture, in the Wine Area. This tasting will be in wine glasses.

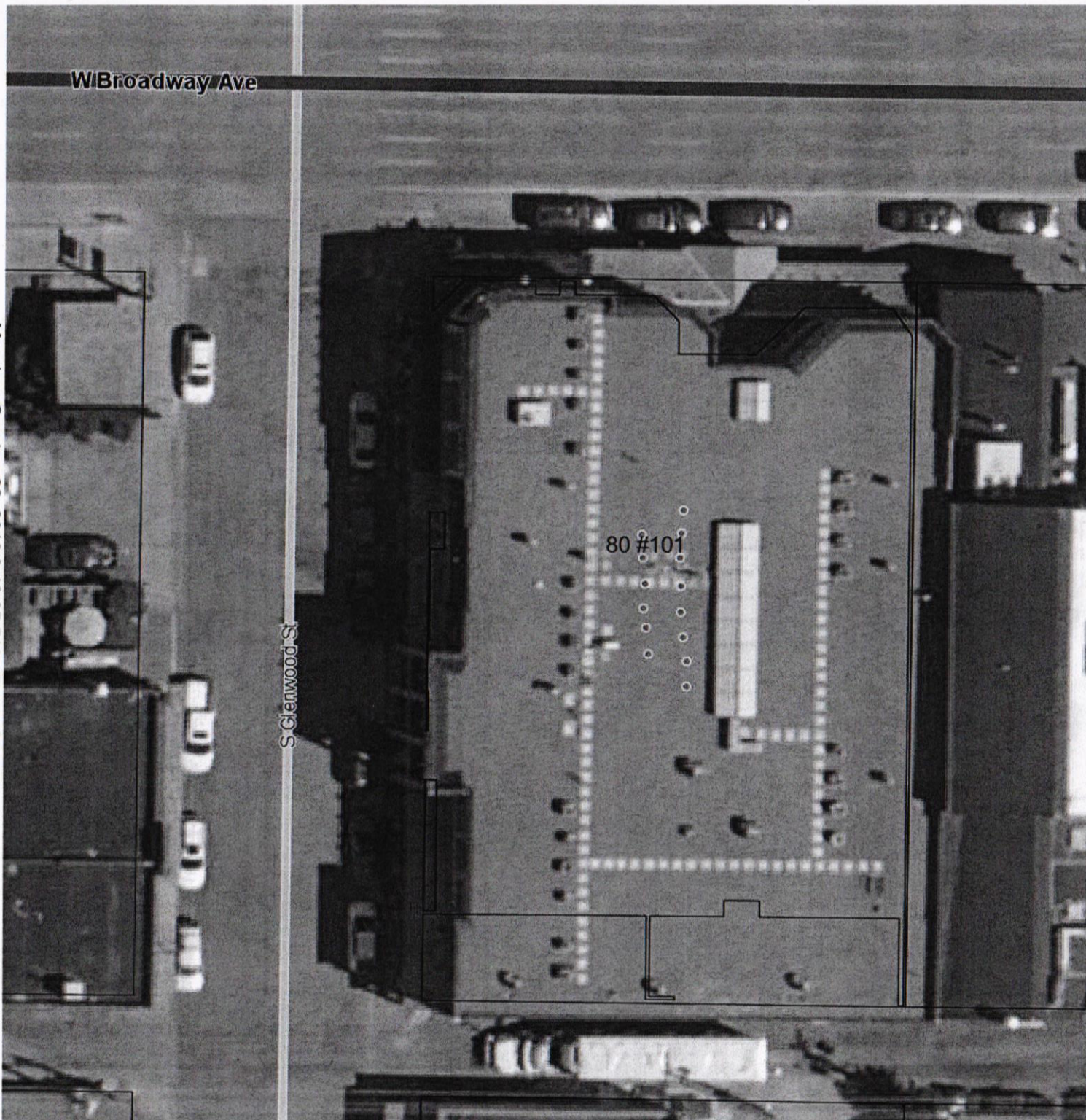
Although we will have a Cooler Room selling chilled beer and wine, we will not be offering beer tasting, except during special tasting periods when limited quantities of malt beverage will be made available for sampling in small shot glasses.

Spirits & Spice is committed to the legal and prudent sampling and sale of alcohol. Towards this end, every person employed on the sales floor is trained in “Training for Intervention Procedures” (TIPS), where periodic continuing education is implemented as part of the core orientation and staff training. This training includes, but is not limited to:

- Not serving alcohol to any patron who appears, in any manner, to be under the influence of alcohol.
- Check IDs for patrons appearing to be under the age of 30.
- When in doubt, do not serve or sell alcohol.



Monday, October 22, 2018 3:43:05 PM - Teton County



Layers Info

Copy to Clipboard

Different map view ▼

• Aerial Photography Date: June 8, 2017

1 Parcel(s)

[Zoom to parcel\(s\)](#)

- Parcel: 22-41-16-33-1-61-002
Clerk's Land Records
- Account Num: R0018725 [Property Detail](#)
- Tax ID: 03-007199 [Property Taxes](#)
- Map Number: 01238 [Scanned Map](#)
- Lot: 101
- Owner: JACKSON BROADWAY SHOPS, LLC C/O GTPM
- MailAddr: PO BOX 2282
- MailAddr: JACKSON, WY 83001
- StAddr: 80 W BROADWAY AVENUE #101
- Deed: 0826422
- Location: **UNIT 101, BROADWAY SHOPS CONDOMINIUMS ADDITION**
- TaxClass: Commercial

N: 43.47932°, W: 110.76344°
NAD83 UTM Zone 12 X: 519131, Y: 4814071

*Zoned UC
Urban Commercial*



10/22/2018

RE: VFJH, LLC dba Spirits & Spice

To Whom It May Concern,

This letter serves to confirm that VFJH, LLC dba Spirits & Spice has an active account and is in good standing with Wells Fargo Bank.

Kind Regards,

A handwritten signature in black ink, appearing to read "Mike Muller", followed by a long horizontal line.

Mike Muller
Business Relationship Manager
Assistant Vice-President Jackson Business Banking
Wells Fargo Bank
50 Buffalo Way
Jackson, WY 83001
Michael.Muller2@wellsfargo.com
Office: 307.739.3108
Cell: 307.699.1715
Fax: 307.733.0320



TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned applicant hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson and its agents and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the foregoing statements as set forth in the application. The applicant hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit requested.

AFFIDAVIT of UNDERSTANDING

The undersigned applicant hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional reviews, authorizations, permits, and approvals may be required at any time from additional Town/County departments and/or elected bodies, which may include the time period after approval but before issuance of the attached Liquor License and/or Permit Application form. It is the duty of the applicant to seek any additional required reviews, authorizations, permits, and approvals from any Town/County department or elected bodies.

Applicant please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: GALT ALAN WASS
First Name Full Middle Name Last Name

Date of Birth

Social Security Number

Driver License: State / Number

Male or Female
Circle one

10-22-18

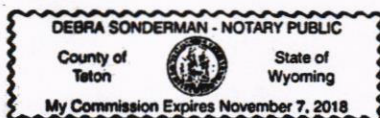
Date Signed

Applicant Signature

State of Wyoming)
County of Teton)ss

Subscribed and sworn to before me this 22nd day of October, 2018.

(SEAL)



Debra Sonderman
Notary Public or officer authorized to administer oaths

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION

2020 Carey Avenue, Cheyenne, WY 82002-0020

Phone 307-777-7311 · Fax 307-777-5339

Website: <http://soswy.state.wy.us> · Email: business@wyo.gov

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name **VFJH, LLC**

Filing ID **2010-000579902**

Type **Limited Liability Company**

Status

Active

General Information

Old Name

Fictitious Name

Sub Type

Formed in **Wyoming**

Term of Duration **Perpetual**

Sub Status

Standing - Tax

Standing - RA

Standing - Other

Filing Date

Delayed Effective Date

Inactive Date

Current

Good

Good

Good

02/04/2010 11:04 AM

*10/22/18
SB*

Principal Address

60 E Broadway
Jackson, WY 83001

Mailing Address

[REDACTED]
[REDACTED]

Registered Agent Address

Western Registry, Inc.
180 N Center St 11
PO Box 594
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Manager	Western Registry, Inc.
Organizer	Marilyn Jones

Notes

Date	Recorded By	Note
------	-------------	------



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: October 29, 2018
MEETING DATE: November 5, 2018

SUBMITTING DEPARTMENT: Town Clerk
DEPARTMENT DIRECTOR: Roxanne Robinson
PRESENTER: Sandy Birdyshaw

SUBJECT: Public Hearing to Transfer the Ownership and Park a Retail Liquor License:
TasteBuds, LLC to Longitude Ventures, LLC

PURPOSE STATEMENT

The Town Council is the local licensing authority for the issuance, renewal and transfer of all liquor licenses within the Town of Jackson.

It is necessary for the Mayor to OPEN A PUBLIC HEARING to hear protests against the issuance of liquor licenses. After public comment has been heard, the Mayor must CLOSE THE PUBLIC HEARING. Then Council is able to act on the application.

BACKGROUND/ALTERNATIVES

Longitude Ventures, LLC applied to transfer the ownership of a retail liquor license and to 'park' the license in a non-operational status at the current address.

The retail liquor license is currently held by TasteBuds, LLC *dba* Lift Jackson Hole. Lift is located at 645 South Cache and closed for business on October 26th. An appropriate assignment letter consenting to the liquor license transfer was provided by TasteBuds, LLC, signed by Pat Mahin, to the current property owner-Longitude Ventures, LLC.

Longitude Ventures, LLC is in the process to sell the property to NewJack, LLC and the closing is set for November 20, 2018. An unsigned copy of the Commercial Lease Agreement showing NewJack, LLC as the landlord and Longitude Ventures, LLC as the tenant has been provided.

According to Wyoming Statute, Longitude Ventures, LLC would have one year to become operational at this same location, to transfer the license to an operational location, or request a one-year time extension from the Council (W.S. 12-4-103(a)(iv)).

License History:

- The license was originally issued to Great Western Lodging, Inc. *dba* Jackson Tavern in October 2002 at 645 S. Cache in a non-operational status. (Wyoming Statute at that time allowed two years to become operational.)
- In August 2004, Council approved a one-year time extension to become operational before October 2005, which they did.
- The *dba* name was changed to 43 North in 2004-05 and Council approved the addition of a rooftop dispensing room in July 2006.
- Ownership of the retail liquor license was transferred to TasteBuds, LLC *dba* Lift Jackson Hole in March 2013 (Longitude Ventures LLC remained the landlord).
- Mr. Jerry Lundquist is a managing member of both Great Western Lodging Inc. and Longitude Ventures, LLC.

Town History of Approving Retail Liquor Licenses with Non-Operational/Park Status:

Feb 2008: Mangiar Bene E Bere Meglio, Inc. *dba* Old Yellowstone Garage applied to move the retail liquor license from 175 Center Street to 247 Glenwood. At that time, the proposed property did not meet standard building codes and it needed a Final Minor Development Plan to change the allowed zoning use. The license would be non-operational until those two conditions were met. Council denied the application 0-5.

Feb 2012: Rom Corp *dba* Cadillac Grille, at 55 N Cache, applied to transfer the ownership name and location of the retail liquor license to Sequel, Inc. at 120 N Cache (Teton Theater). It was noted in the staff report that the theater would need extensive remodel before being ready for operations. Wyoming Statutes at that time provided two years to become operational. Council approved this application 5-0.

In Nov 2013, Sequel, Inc. applied to transfer ownership to Woodshed LLC and transfer the location to 120 N Glenwood (Hotel Jackson).

Council approved this application 3-2 (Barron, Morton-Levinson, Lenz – Frank, Stanford).

Feb 2017: The Mattheis Company applied to transfer the location of a retail liquor license, specifically to park the license in a non-operational status at a family-owned property at 110 E Broadway, while they were in lease negotiations at the Tavern property at 20 E Broadway. Council approved this application 5-0.

Apr 2017: The Mattheis Company applied to transfer the location of a retail liquor license back to the Tavern location at 20 E Broadway in an active/operational status. Council approved this application 5-0.

Wyoming Statute §12-4-104 (b) provides guidelines on the issuance of a liquor license:

(b) A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:

- (i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;*
- (ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;*
- (iii) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;*
- (iv) The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or*
- (v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.*

This application has been distributed internally to the Police Department, Town Attorney, Building and Planning Department, Fire/EMS, and the Town Clerk's office for review. The Wyoming Liquor Division has certified it as complete.

[ATTACHMENTS](#)

Transfer liquor license application

[FISCAL IMPACT](#)

Approval of this transfer would result in the collection of \$100 for the transfer fee.

STAFF IMPACT

Minimal.

LEGAL REVIEW

Complete.

RECOMMENDATION

Staff requests the Council to consider this application while keeping in mind the criteria provided in Wyoming Statutes (copied above) regarding issuing liquor licenses.

The Council has several options available to them at this meeting, which may include:

1. Approve the application with conditions:
 - 1) Prior to license issuance, the applicant shall obtain all required permits and approvals from all applicable Town/County departments.
 - 2) Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.
2. Deny the application.
3. Postpone action to the next regular meeting.

SUGGESTED MOTION

While staff does not recommend approval or denial of the application, Council motions are generally stated in the affirmative as suggested:

I move to approve the ownership transfer of the retail liquor license held by TasteBuds, LLC to Longitude Ventures, LLC with a Non-Operational “Parked” status for the remaining license year ending 3/31/2019, subject to the conditions listed in the staff report and further direct the Town Clerk to issue the license upon confirmation that the conditions of approval have been met.

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

License Fees Annual Fee: \$ _____
mths _____ Prorated Fee: \$ _____
Transfer Fee: \$ ✓ 100.00

Publishing Fee: \$ ✓ 100.00

License Term: 11 / 19 / 2018 through 3 / 31 / 2019
Month Day Year Month Day Year

Local License # _____ 115
Date filed with clerk: 10/24/2018 SP
Advertising Dates: (2 Weeks) 10/31 & 11/7

Hearing Date: 11 / 19 / 2018

Applicant: Longitude Ventures, LLC

Trade/Business Name (dba): not at this time

Building to be licensed/Building Address: 645 S Cache Street
Number & Street

Jackson WY 83001 Teton
City State Zip County

Mailing Address: P.O. Box 9498 Jackson WY 83001
Number & Street Name or P.O. Box City State Zip

Business Telephone Number: (307) 734 1132 Fax Number: ()

E-Mail Address: [REDACTED]

Lots 11, 12, 13, and 14, Block 4, Karns Second Addition, Town of Jackson

FILING FOR ☐ NEW LICENSE ☐ TRANSFER OF LOCATION		FILING IN (CHOOSE ONLY ONE) ☒ CITY OF: JACKSON ☐ COUNTY OF: _____	FILING AS (CHOOSE ONLY ONE) ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ LP/LLP ☒ LLC ☐ CORPORATION ☐ LTD PARTNERSHIP ☐ ORGANIZATION ☐ OTHER _____
☒ TRANSFER OWNERSHIP		☒ ASSIGNMENT LETTER ATTACHED	
FORMERLY HELD BY: TASTEBUDS, LLC dba LIFT JACKSON HOLE			

<u>TYPE OF LICENSE OR PERMIT</u> (CHOOSE ONLY ONE)		
RETAIL LIQUOR LICENSE: ☒ ON-PREMISE ONLY (BAR) ☐ OFF-PREMISE ONLY (PACKAGE STORE) ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	☐ RESTAURANT LIQUOR LICENSE ☐ RESORT LIQUOR LICENSE ☐ BAR AND GRILL LIMITED RETAIL (CLUB): ☐ VETERANS CLUB ☐ FRATERNAL CLUB ☐ GOLF CLUB ☐ SOCIAL CLUB	☐ MICROBREWERY ☐ WINERY ☐ DISTILLERY SATELLITE ☐ WINERY SATELLITE ☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT SPECIAL DESIGNATIONS: ☐ CONVENTION FACILITY ☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM ☐ GOLF CLUB ☐ GUEST RANCH ☐ RESORT

☐ FULL TIME (e.g. Jan through Dec) ☐ SEASONAL / PART-TIME ☒ NON-OPERATIONAL / PARKED

Hours of Operation (e.g. 10am to 2am)

from _____ to _____

(B) Where the **Sales** provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease.
(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b)

☐ YES ☒ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

(a) Hold any interest in the license applied for?

☐ YES ☒ NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?

☐ YES ☒ NO

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?

☐ YES ☒ NO

(d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b)

☐ YES ☒ NO

If "YES", explain: _____

5. If applicant is filing as an **Individual, Partnership or Club**: W.S. 12-4-102 (a) (ii) & (iii)

List each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip DO NOT LIST PO BOX	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?		Have you been Convicted of a Felony Violation?		Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?	
				YES ☐	NO ☐	YES ☐	NO ☐	YES ☐	NO ☐
				YES ☐	NO ☐	YES ☐	NO ☐	YES ☐	NO ☐
				YES ☐	NO ☐	YES ☐	NO ☐	YES ☐	NO ☐
				YES ☐	NO ☐	YES ☐	NO ☐	YES ☐	NO ☐
				YES ☐	NO ☐	YES ☐	NO ☐	YES ☐	NO ☐
				YES ☐	NO ☐	YES ☐	NO ☐	YES ☐	NO ☐
				YES ☐	NO ☐	YES ☐	NO ☐	YES ☐	NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a **Corporation, Limited Liability Company, Limited Liability Partnership, or Limited Partnership**: W.S. 12-4-102 (a) (iv) & (v)

List each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip DO NOT LIST PO BOX	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?		Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?	
						YES ☐	NO ☐	YES ☐	NO ☐
Jerrold Theodore Lundquist				14	100%	YES ☐	NO ☒	YES ☐	NO ☒
						YES ☐	NO ☐	YES ☐	NO ☐
						YES ☐	NO ☐	YES ☐	NO ☐
						YES ☐	NO ☐	YES ☐	NO ☐
						YES ☐	NO ☐	YES ☐	NO ☐
						YES ☐	NO ☐	YES ☐	NO ☐
						YES ☐	NO ☐	YES ☐	NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a) ☐ YES ☐ NO

8. RESTAURANT LICENSE:

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)
(e.g. 10 x 12 room in SE corner of building): _____

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a) ☐ YES ☐ NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f) ☐ YES ☐ NO

9. RESORT LICENSE:

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

10. MICROBREWERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesaler license with the Liquor Division)

(c) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) ☐ YES ☐ NO

11. WINERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY

12. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

13. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

14. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

15. LIMITED RETAIL (CLUB) LICENSE:**SOCIAL CLUBS** W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO
- (g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

REQUIRED ATTACHMENTS:

- ☐ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- ☐ Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- ☐ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii) / W.S. 12-4-403(b) / W.S. 12-4-301(e).
- ☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

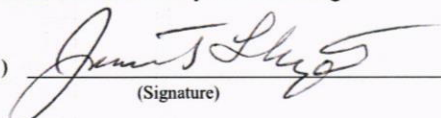
OATH OR VERIFICATION

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

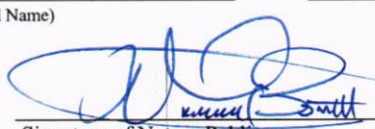
Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers. W.S. 12-4-102(b)

STATE OF ~~WYOMING~~ Virginia) SS.
COUNTY OF Fairfax)

Signed and sworn to before me on this 23rd day of October, 2018 that the facts alleged in the foregoing instrument are true by the following:

1) <u></u> (Signature)	<u>JERRARD T. LUNDY</u> (Printed Name)	<u>Owner</u> Title
2) _____ (Signature)	_____ (Printed Name)	_____ Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title
6) _____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:


Signature of Notary Public

(SEAL)

My commission expires: 07/31/2019



THOMAS PATRICK MAHIN
Box 1
Teton Village, WY 83025

October 25, 2018

To Whom It May Concern:

Tastebuds LLC consents to the transfer of the liquor license to Longitude Ventures LLC effective at closing of the sale of the property of which the Lift is located, which is currently scheduled for November 20, 2018.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas Patrick Mahin", with a stylized, flowing script.

Thomas Patrick Mahin



October 23rd, 2018

**TOWN OF JACKSON
150 E. PEARL AVENUE
JACKSON, WY 83001**

To whom it may concern.

This letter is to confirm that demand deposit accounts at Bank of Jackson Hole in the name of Longitude Ventures, LLC are currently in good standing. For further inquiries, please contact the account officer at the contact information listed below.

Respectfully,

Matthew L. Oldham
Vice President
Bank of Jackson Hole
990 W. Broadway
PO Box 7000
Jackson WY 83002-7000
Direct Line: (307) 732-3086



Layers | Info

[Copy to Clipboard](#)

[Different map view](#) ▼

• Aerial Photography Date: June 8, 2017

1 Parcel(s) [Zoom to parcel\(s\)](#)

- Parcel: 22-41-16-33-1-38-007
Clerk's Land Records
- Account Num: R0005435 [Property Detail](#)
- Tax ID: 0J-001843 [Property Taxes](#)
- Map Number: 00128 [Scanned Map](#)
- Lot: 11
- Owner: LONGITUDE VENTURES, LLC
- MailAddr: 14 COCKENOE DRIVE
- MailAddr: WESTPORT, CT 06880
- StAddr: 645 S CACHE STREET
- Deed: 0565 CONV 00198
- Location: LOT 11, BLK. 4, KARNS-2
- TaxClass: Commercial

N: 43.47286°, W: 110.76279°
NAD83 UTM Zone 12 X: 519186, Y: 4813354

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application
Provide for each person who
signed the application

AFFIDAVIT of AUTHORIZATION

The undersigned applicant hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson and its agents and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the foregoing statements as set forth in the application. The applicant hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit requested.

AFFIDAVIT of UNDERSTANDING

The undersigned applicant hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional reviews, authorizations, permits, and approvals may be required at any time from additional Town/County departments and/or elected bodies, which may include the time period after approval but before issuance of the attached Liquor License and/or Permit Application form. It is the duty of the applicant to seek any additional required reviews, authorizations, permits, and approvals from any Town/County department or elected bodies.

Applicant please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: TERBOLD THEODORE LUNDQUIST
First Name Full Middle Name Last Name

[REDACTED] [REDACTED] [REDACTED] Male or Female
Date of Birth Social Security Number Driver License: State / Number Circle one

OCT 23, 2018
Date Signed

[Signature]
Applicant Signature

State of Virginia)
County of Fairfax)ss

Subscribed and sworn to before me this 23rd day of October, 2018.

(SEAL)

[Signature]
Notary Public or officer authorized to administer oaths



STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION

2020 Carey Avenue, Cheyenne, WY 82002-0020

Phone 307-777-7311 · Fax 307-777-5339

Website: <http://soswy.state.wy.us> · Email: business@wyo.gov

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name **Longitude Ventures, LLC**

Filing ID **2004-000462856**

Type **Limited Liability Company**

Status

Active

General Information

Old Name

Fictitious Name

Sub Type

Formed in **Wyoming**

Term of Duration **Perpetual**

Sub Status

Standing - Tax

Standing - RA

Standing - Other

Filing Date

Delayed Effective Date

Inactive Date

Current

Good

Good

Good

03/01/2004 12:00 AM

10/24/18

Principal Address

PO Box 9498

Jackson, WY 83001

Mailing Address

PO Box 9498

Jackson, WY 83001

Registered Agent Address

Jerrold T Lundquist

[REDACTED]

[REDACTED]

[REDACTED]

Parties

Type Name / Organization / Address

Notes

Date Recorded By Note



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: NOVEMBER 15, 2018
MEETING DATE: NOVEMBER 19, 2018

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

SUBJECT: **ITEMS P18-047, 048 & 049:** REQUEST FOR APPROVAL OF A ZONING MAP AMENDMENT, SKETCH PLAN, AND CONDITIONAL USE PERMIT, TO DEVELOP A NEW EDUCATIONAL CENTER FOR CENTRAL WYOMING COLLEGE

OWNER: CENTRAL WYOMING COLLEGE

APPLICANT: BRENDAN SCHULTE, JORGENSEN ASSOCIATES

[STAFF NOTE: This Staff Report remains unchanged from the previous Council meeting on these items on November 5, 2018, except for an attachment and discussion of a preliminary cost estimate from Public Works calculating the cost of upgrading infrastructure and roadway improvements on Veronica Lane to Town standards. A discussion of the estimate's assumptions can be found on Page 12 in italics under Public Works' comments. It is staff's understanding that the applicant is also preparing a separate cost estimate which has not yet been completed as of the submittal of this staff report, however the applicant expects to have this completed prior to the Town Council meeting.]

REQUESTED ACTION

The applicant is requesting approval to rezone their property from Commercial Residential-3 (CR-3) to Public/Semi-Public (P/SP) in addition to a Sketch Plan and a Conditional Use Permit in order to construct a two story, 17,358 square foot educational facility for Central Wyoming College (CWC) located at 235 & 255 Veronica Lane.

APPLICABLE REGULATIONS

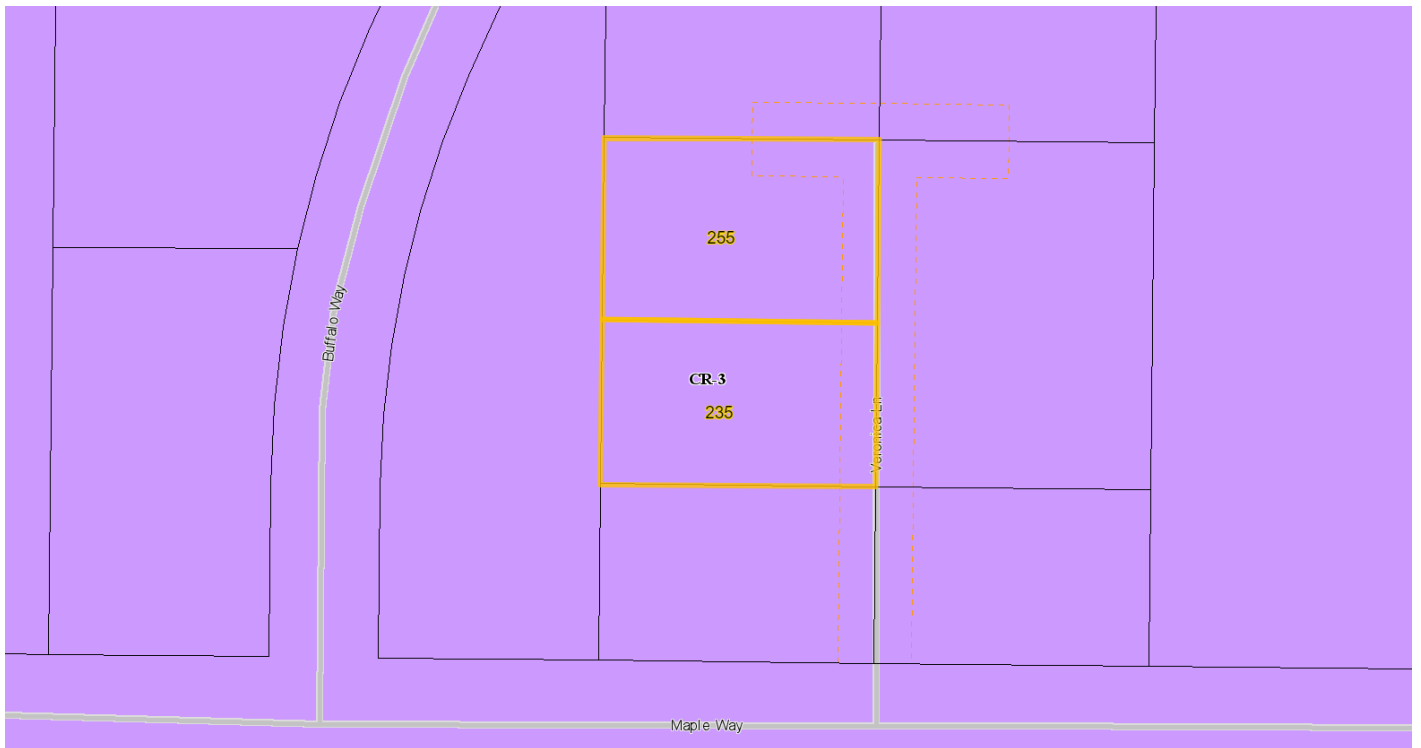
Section 8.7.2 Zoning Map Amendment

Section 8.3.1 Sketch Plan

Section 8.4.2 Conditional Use Permit

LOCATION

The properties are located at 235 & 255 Veronica Lane, legally described as Lots 6 & 3, Stockhouse-Patterson Addition to the Town of Jackson. An aerial photo and zoning map are shown below:



BACKGROUND

Existing Site Characteristics:

The subject site (Lots 3 & 6) are located on a private lane within the Commercial Residential – 3 (CR-3) zoning district and surrounded by CR-3 zoning. The area was recently rezoned in July, 2018, to CR-3 from Auto-Urban Commercial (AC) zoning as part of the Districts 3-6 updates to the Land Development Regulations. The two lots are a combined total 0.65 acres (28,314 sf) in size and are currently vacant. The lots are relatively flat and take their access from Veronica Lane, a 40' wide private common way easement which connects solely to Maple Way.

Project Background and History:

- Central Wyoming College is an accredited two-year college offering Associate Degrees which serves Fremont, Hot Springs, and Teton Counties. In 1976, The CWC Jackson Outreach Center (CWC-Jackson) opened and has continued to grow and change locations over the years. Currently, CWC-Jackson is located in leased space at the Center for the Arts and other auxiliary spaces at the High School and St. John's Medical Facility.
- A roughly defined Complete Neighborhood Master Plan P94-054 was approved for the Stockhouse-Patterson Addition on June 20, 1994, in accordance with the provisions of Section 17.64.060 (Title 17 Subdivisions, Chapter 17.64 Variances) of the Municipal Code, just prior to the adoption of the 1994 LDRs.
- Plat No. 882 was approved on August 15, 1994 which grants setbacks separate from the LDRs and coincident with building envelopes depicted on the plat.
- Previous development approvals/submittals: On October 6th, 2008, Council approved P08-091, a Final Development Plan for a 7,000 sf office building (5,284 sf above grade, .40 FAR) under the standards of the Auto-Urban Commercial Zone located at 235 Veronica Lane. The Development Plan subsequently expired in 2011 to lack of activity. In July of 2015, a pre-application meeting was held with the Town Council at the request of ESW Investments, LLC Fodor Law Firm to consider potential policy and LDR issues related to the development of two apartment buildings on the lots in question. No further applications were submitted.
- In May of 2017 the Jackson community voted on the Special Purpose Excise Tax (SPET) to award Central Wyoming College \$3.82 million dollars in order to fund acquisition of land and easements, as well as the planning, design, engineering, construction, equipping, and furnishing of a new CWC-Jackson Center containing classrooms, medical/science labs, offices, and a commercial kitchen. In March, 2018 House Bill 194 signed by Governor Matt Mead appropriated \$500,000 from the Legislative Stabilization Reserve Account to the Community College Endowment Challenge Account for use as matching funds for the new CWC-Jackson Center.
- The applicant held a Pre-Application meeting with Planning Department Staff on September 19, 2017.
- The applicant held a neighborhood meeting on February 15, 2018.
- The applicant appeared before the Planning Commission on May 2, 2018, and received unanimous approval.

Project Description:

The applicant is requesting approval of a Zoning Map Amendment to rezone the property from the Commercial Residential - 3 (CR-3) zone to Public/Semi-Public (P/SP) zone, a Sketch Plan, and a Conditional Use Permit for Institutional - Daycare/Education use. The proposed project consists of a single building totaling 17,358 square feet of floor area, or a Floor Area Ratio (FAR) of .61. The proposed building will be two-stories and ranges in height from 25' to a maximum height of 35'. The Science, Nursing, and Culinary Arts programs have seen the most rapid growth and the new Jackson Center aims to provide a centralized location for all of CWC-Jackson's programs with dedicated lab and culinary facilities. Programming space consists of Nursing (29%), Science (12%), Culinary/Hospitality (19%), and Shared Space (42%). The applicant has applied for the following:

- Zoning Map Amendment –The applicant is requesting a rezone in order to gain the flexibility provided by the P/SP zone which cannot be achieved with existing CR-3 zoning. According to the LDRs:

The P/SP zone is intended to allow flexibility for public and semi-public uses and facilities that often have unique functional needs, such as for height, floor area, setbacks, and impervious surface, which cannot be accommodated in other zoning districts. Land in the P/SP zone and/or facilities operated therein may be under the control of federal, state, or local governments, or other governmental entities.

CWC is a state-created governmental entity.

- Sketch Plan – Required for development greater than 15,000 SF.
- Conditional Use Permit – Institutional uses (Daycare/Education) require a CUP in the P/SP Zone.

The dimensional limitations of the Complete Neighborhood Master Plan/Plat No. 882, existing CR-3 zoning, and requested P/SP zoning are shown below. For the purposes of this application, the applicant need only comply with P/SP zoning provided a rezone is granted:

	Master Plan/ Plat	CR-3 Allowed/Required	P/SP Allowed/ Required	CWC Proposal	Complies with P/SP?
Lot Size (min)	Per Plat	7,500 sf	N/A	28,314 sf	Yes
FAR	.25 to .38	.40 (11,326 sf) (2:1 option higher)	N/A	.61 (17,358 sf)	Yes
LSR (min)	.25	.10 (2,831 sf)	N/A	.10 (2,831 sf)	Yes
Plant Units	Per LDRs	1 per 1,000 sf of landscape area + 1 per 12 parking spaces	1 per 8 parking spaces	4 required as proposed	Yes
Height/ Stories	N/A 1-2 stories	42' to 46' 3 Stories (48' and 4 stories w/ workforce housing incentive)	N/A	35' 2 Stories	Yes

	Master Plan/ Plat	CR-3 Allowed/Required	P/SP Allowed/ Required	CWC Proposal	Complies with P/SP?
Parking	Use not specified: TBD by closest approximate use in Municipal Code (Pre-94 LDRs)	Independent Calculation	Independent Calculation	30 spaces	Yes, as conditioned
Front Yard Setback (east)	20' min	0' – 10' (min-max)	N/A	24'	Yes
Rear Yard Setback (west)	15' min	10' min	N/A	42'	Yes
Side Yard Setback (north)	10' min	5' min	N/A	14'	Yes
Side Yard Setback (south)	10' min	5' min	N/A	11'	Yes

The dimensions of existing development in the Stockhouse-Patterson Addition are listed below for comparison to the proposed CWC Jackson Outreach Center:

	235/255 Veronica CWC (Proposed)	275 Veronica Berlin Architects*	270 Veronica Office Building	250 Veronica Hoke & Co.	1115 Maple Way Dental Office	1135 Maple Way Whitechapel
Lot Size	0.65 acres (2 lots) or 28,314 sf	0.34 acres or 14,810 sf	0.34 acres or 14,810 sf	0.65 acres (2 lots) or 28,314 sf	0.33 acres or 14,375 sf	0.33 acres or 14,375 sf
Building Square Feet	17,358 sf (8,679 per lot average)	7,659 sf	4,780 sf	10,472 sf (5,236 per lot average)	5,099 sf	4,528 sf
FAR	.61	.53*	.32	.37	.35	.315
Parking Spaces	30	23	15	30	17	16
Stories	2	3+ (mechanical equipment)	2	2	2	3
Height	35'	42'*	Unknown	33' – 6"	29' – 2 ½"	35'

* Variances from AC zoning granted in 2005 and 2006 for FAR, Parking, and height.

STAFF ANALYSIS

Zoning Map Amendment

According to the LDRs:

The purpose of a zoning map amendment is to publicly review a change to the Official Zoning Map to ensure that it improves implementation of the Jackson/Teton County Comprehensive Plan or addresses other health, safety, or welfare issues in the community.

As described in the Staff Findings section below, land in the P/SP zone and/or facilities operated therein must be under the control of federal, state, or local governments, or other governmental entities. CWC is a state governmental entity that advances the goals of the Comprehensive Plan and therefore the rezone from CR-3 to P/SP is justifiable.

Sketch Plan Review

The Sketch Plan is a written and graphic representation of a development concept. According to the LDRs:

The purpose of a sketch plan is to publicly review a large physical development or development option for general consistency with these LDRs at a preliminary, conceptual level of detail before the development is fully designed. The objectives of the sketch plan review are:

- 1. Identification of the opportunities to achieve the desired future character for the site;*
- 2. Identification of development related issues to be addressed through the development plan;*
- 3. Discussion of alternative site designs that may better implement these LDRs; and*
- 4. Identification of natural and scenic resource protected by these LDRs.*

Sketch Plan approval permits the submittal of a Development Plan, it does not permit actual physical development. The applicant will be required to address any concerns raised during Sketch Plan approval when they apply for a Development Plan. Staff has identified development related issues which need to be addressed prior to Development Plan submittal which include conditions addressing parking, trash, snow storage, bicycle parking, and sidewalks. These and other issues such as the scale and floor area of the proposed facility are within the purview of the Town Council.

Conditional Use Permit

The applicant has submitted an application for a Conditional Use Permit (CUP) for approval of the proposed educational uses which is required in the P/SP zone, but which is a Basic Use Permit (BUP) in the CR-3 zone. The majority of uses allowed within the P/SP zone require CUPs due to the fact that it provides the Town some degree of oversight of a project where the P/SP zone's standards are so flexible. Staff has added conditions of approval to the CUP regarding class scheduling as it relates to traffic impacts, and parking management requirements to ensure parking does not overflow and impact neighboring properties.

Conformance with the Comprehensive Plan

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 the goals of the Comprehensive Plan related to Community Vision, in particular a "better not bigger" economic philosophy that shifts our economy toward sustainable businesses and year-round lifestyle-based tourism. The proposed project promotes compatible infill development which maintains Jackson as the economic center of the region, helps create a more vibrant,

walkable mixed-use subarea, and helps provide a balanced mix of nonresidential uses to the town. This site is located within District 4, specifically subarea 4.3, which is a transitional subarea that has the goal of transforming the area into a walkable mixed use district. Opportunities to promote local entrepreneurship are encouraged for this subarea. It can be expected that students will frequent local businesses nearby the school. The college supports these types of businesses in the community and will produce trained employees that will work in or start their own local businesses.

Conformance with Other Applicable Regulations

Complete Neighborhood Master Plan:

A roughly defined Complete Neighborhood Master Plan was approved for the Stockhouse-Patterson Addition on June 20, 1994, in accordance with the provisions of Section 17.64.060 (Title 17 Subdivisions, Chapter 17.64 Variances) of the Municipal Code, just prior to the adoption of the 1994 LDRs. A component of the Master Plan is a Concept Development Plan, which is contained in the CC&Rs (shown in Section 6 of the application materials) that shows the range of options for each lot based off general assumptions and lists guideline ranges for building footprints, building sizes, FAR, LSR, and parking spaces.

On March 21, 1996, then Planning Director Robert Horne wrote a letter to the Stockhouse-Patterson Subdivision lot owners clarifying what the development standards of the subdivision were under the Complete Neighborhood Master Plan. The standards identified in the letter were meant to better define what lot owners would be allowed to build in comparison to the even broader standards listed in the Concept Development Plan. Mr. Horne listed what the FAR and LSR would be for the subdivision, which corresponds roughly with averages of AC zone standards for commercial and office uses, while retaining previous parking standards. Combined, the Master Plan letters and Plat provide development standards separate from the LDRs. Where the Master Plan and Plat are silent, the LDRs govern. Development in the Stockhouse-Patterson Addition over the past decade or more has not strictly adhered to the standards set forth by the Complete Neighborhood Master Plan, instead the underlying town zoning was utilized.

The applicant is proposing a development under the LDR standards of P/SP zoning which allows for greater flexibility for governmental uses. The Town Attorney has confirmed that the Town has the authority to rezone the property to P/SP if the Town Council can make the findings in LDR Section 8.7.2.C, which would allow the applicant to develop the CWC facility in the dimensions proposed; however, any issues raised by the CC&R's are beyond the scope of the Town's control and are issues that would need to be resolved between the applicant and the HOA. Staff finds that the applicant complies with the regulations set forth by the P/SP zone as described in the dimensional limitation table above, and as discussed in this report. Should Council approve the Zoning Map Amendment, the proposal will meet the requirements of the LDRs.

Current and Proposed LDRs

As shown in the dimensional limitation table above, the project meets all applicable LDR regulations related to setbacks, height restriction, and FAR for the P/SP zone. In addition the applicant meets most of the physical development standards for the CR-3 zone in regards to setbacks, height, LSR, and lot size, with the exception of base FAR. Staff finds that the proposed FAR is consistent with or below what could be developed utilizing the workforce housing tool in the CR-3 zone. As described above, the intent of the P/SP zone is to provide flexibility for public and semi-public uses that have unique functional needs.

Site Design

Staff finds that the proposed setbacks and 2 story, 35' building are compatible with the surrounding neighborhood in terms of bulk, scale, structural mass, and character. The proposed 35' height of the building

is lower than what would be allowed in CR-3, 46' for a roof pitch $\geq 5/12$, or 48' with the workforce housing incentive for additional height. Staff finds that the applicant has successfully placed the building adjacent to Veronica Lane which helps create a more pedestrian oriented street frontage. This helps achieve the goals of subarea 4.3, Central Midtown, which calls for orienting mixed-use non-residential structures towards the street with parking behind. The applicant proposes a landscape buffer between the building and Veronica Lane as well as adding a sidewalk in the front and around the sides of the building.

DRC Review/Building Design

The proposed building is two stories in height with exterior materials consisting of corrugated and flat weathered steel panels, fiber-cement panels, and reclaimed wood siding. The scale of the building is a direct result of the programmatic needs of CWC which requires approximately 18,000 square feet of space.

This item was reviewed at the DRC on April 11, 2018 and was approved with the following conditions:

The applicant shall consider:

1. The direction of the slope of the roof and drainage.
2. The placement and appearance of rooftop equipment.
3. Simplification of the design.
4. More focus on the change in plane from the second to the first level.
5. Fenestration and size of windows.
6. Pedestrian access and landscaping.

The Design Review Committee discussed the idea that the site design could potentially benefit from reconfiguring the slope of the roof in the opposite direction so as to lessen the appearance of mass and height upon approaching the site from Veronica Lane in order to create a more human-scale pedestrian orientation. The applicant has stated that this is a preliminary design and that they are open to revising and/or simplifying the design prior to Development Plan. The applicant will need to reappear before the DRC prior to Development Plan.

Parking

In the P/SP Zone, an Institutional: Daycare/Education use calls for an independent calculation to determine parking. The CC&R's for the subdivision state that parking should be approximately 12-19 spaces per lot, which would result in an average of 15.5 spaces per lot, or 31 spaces for the combined 2 lots. The applicant has proposed 30 spaces for the site, 2 of which are required disability spots, by utilizing an independent parking calculation of 1.5 spaces per 1,000 sf, generating a need for 26.04 parking spaces. According to the applicant, the independent calculation was derived by analyzing enrollment data, scheduling, and a proposed staff of 7 fulltime employees on site all day with an additional 14 adjunct staff that will only attend when they teach.

Staff, the Planning Commission, and neighboring property owners in the Stockhouse Patterson HOA have expressed concern that the proposed amount of parking may be inadequate for the proposed size of the CWC-Jackson Center and the number of students enrolled. In staff's analysis of the proposed parking we believe the following measures could be taken by Council to address and/or alleviate the concern of sufficient parking on site:

- Require the applicant to increase the amount of parking on site by providing underground parking or reconfiguring the building to provide more surface parking.
- Reduce the building size.
- Limit the number of students allowed on site at any one time.

- Some combination of the aforementioned options; or
- Accept the proposed number of parking spaces with the requirement of a parking management plan and associated conditions of approval.

A preliminary Parking Management Plan is attached to this report. The applicant has stated that the total number of students enrolled is 430 students in the fall and 260 students in the spring. CWC is currently developing a scheduling model to identify the number of students, instructors and staff that will be in the building at one time on an hourly basis. Staff has yet to see this, but it will be required as part of the final Parking Management Plan to be submitted at Development Plan. However, per the preliminary Parking Management Plan provided by the applicant, the peak parking demand during business hours is estimated to be 43 persons between the hours of 11am and 12pm and the highest peak demand during non-business hours is 60 people between the hours of 8pm-9pm. The final parking plan submitted with the Development Plan will need to explain, for example, who the 60 people are and how they will be able to use 30 parking spaces. The plan also presents 4 successive tiers to address parking issues, with Tier 1 slated for implementation as soon as CWC begins operations at the new location. The applicant will have to clarify exactly how the 4 tiers will be implemented in the final parking plan. For example, staff is unsure when Tiers 2 – 4 would be triggered and what is meant by a “Full Parking Study” done as part of Tier 3. The proposed tiers are as follows:

- Tier 1: Alternative Mode Use Requirements
 - Class schedule balancing, promotional information for students, visitors, and faculty about alternative travel modes, availability of priority carpooling spots, bike racks, and encouragement of walking.
- Tier 2: As Built Evaluation and Fees/Incentives
 - Sidewalk upgrades, evaluation of parking behaviors and reassessment of fees and incentives if need be, and a parking management and enforcement program.
- Tier 3: Advanced Management Techniques
 - Full Parking Study, car share spots, and trip reduction program.
- Tier 4: Offsite and Overflow
 - Contingency-based overflow parking plan, on-street parking supplies, off-site satellite parking.

While staff finds that the applicant’s preliminary Parking Management Plan is adequate for Sketch Plan, more detail is needed before the plan can be considered complete for final review. Thus, staff has added a condition of approval that requires the applicant to provide a more detailed, final Parking Management Plan with the submittal of the Development Plan. Furthermore, staff also has concerns about the Town’s ability to enforce parking issues given that Veronica Lane is a private road and not subject to Town parking enforcement should Central Wyoming College be unable to adequately manage the impacts of students parking on the road or on neighboring property owner’s lots. Therefore, staff has added an additional condition of approval that should the applicant be unable to manage parking on site the Town may take measures such as limiting student numbers at any given time, or potentially modifying or revoking the applicant’s Conditional Use Permit should parking management problems persist.

Another option for the Council is to delay final approval of the CUP until the Development Plan so that it has the opportunity to review the applicant’s final Parking Management Plan. In this scenario, the Council could approve the Zoning Map Amendment to P/SP and Sketch Plan now but would wait to officially approve the CUP as part of the Development Plan.

Access/ Circulation/Traffic

Vehicular Access/Circulation: Site circulation is achieved through two (2) two-way access points off Veronica Lane. The proposed access points have been coordinated with the Teton County Fire Marshall and road widths and circulation meet the needs for emergency vehicle access. Staff has concerns that on-street parking on Veronica Lane may visually obstruct vehicles entering and exiting the site. Public works has stated that Veronica Lane does not meet the standards for on street parking, which has been an issue, and could impede emergency access, and therefore recommend that 'no parking' signs should be installed with the project. The Town does not have the ability to enforce this, however, as Veronica Lane is a private road.

Traffic Analysis: A traffic impact statement prepared by Jorgensen Associates has been provided as part of this application. In summary, the analysis concludes that the proposed development will add an additional 530 trips per day during the fall and during peak enrollment to the adjacent transportation network of Maple Way. According to the traffic statement, the existing traffic along Maple Way and in the vicinity was 9,598 vehicles per day in 2017, 9,785 vehicles per day in 2014, and 9,937 vehicles per day in 2006, which indicates that traffic volumes along the corridor are relatively stable and that the proposed CWC campus will not significantly impact traffic along the corridor. Staff recommends that as a condition of approval of the CUP, CWC-Jackson Center shall schedule the majority of classes at times during the day that do not coincide with peak traffic hour volumes (7 to 9 a.m. and 4 to 6 p.m.) on the adjacent street network in order to lessen traffic impacts.

Trash/Snow Storage/Bicycle Parking

A required trash enclosure is not shown on the site plan and staff has added a condition of approval requiring that this be provided on the site plan prior to Development Plan review. Trash and recycling enclosures are required for all nonresidential uses. The applicant has stated that CWC-Jackson will have onsite refuse and recycling and that this will be located as part of the Development Plan.

The applicant has indicated locations on the Sketch Plan to accommodate snow storage at or in excess of 2.5% of impervious surfaces as is required in the LDRs.

The applicant has indicated the location of bicycle parking racks. Pathways Coordinator Brian Schilling has provided detailed comments regarding the location, design, and number of bicycle parking spaces that should be provided. Since the applicant is proposing to reduce traffic and parking impacts by promoting and encouraging multi-modal transportation options, the number of bike parking spaces provided should correspond with what the Pathways Coordinator deems sufficient which was stated as one bike parking spot per car parking spot. In the preliminary Parking Management Plan schematic that the applicant has provided following the Planning Commission hearing, the applicant proposes 1 bike space per parking space, or 30 total bike parking spaces. Staff recommends that as a condition of approval that the applicant coordinate with the Town of Jackson Pathways Coordinator regarding bicycle parking prior to Development Plan submittal.

Streetscapes/Pedestrian Access

The applicant is proposing a landscape buffer adjacent to the main building between the sidewalk and Veronica Lane. Staff supports the comments made by Pathways Coordinator Brian Schilling which requests that the sidewalks on site be buffered from the adjacent travel lanes by landscaping and/or surfacing or otherwise detached. Upon further review by the Planning Director, Staff is recommending as a condition of approval that the applicant demonstrate that the sidewalks on site are buffered from the adjacent travel lanes by landscaping and/or surfacing, or are otherwise detached at Development Plan.

Affordable/Employee Housing

The applicant is exempt from employee housing mitigation pursuant to Sec 6.3.1.C.5 - Institutional Uses (deleted) as the application was received on February 21, 2018, and is therefore subject to the standards in place at that time. The applicant has not proposed providing any voluntary employee housing on or off-site. Were the applicant to submit the same application today under the newly adopted Affordable Workforce Housing Standards the application would still be exempt if the Zoning Map Amendment is approved, as employee generating development in the P/SP zone is exempt, otherwise Daycare/Education as a use would necessitate an independent calculation to determine the required Affordable Workforce Housing in another zone.

Planning Commission

The items were reviewed before the Planning Commission on May 2, 2018, and received unanimous approval. The Commission expressed concerns related to the proposed amount of off-street parking and questioned whether the proposed 30 spaces is sufficient for the scope of the project, however the Commission was interested in gaining more information from a Parking Management Plan at the time of Development Plan submittal. The Commission was interested in learning how many students would be on site at one time and how this would affect parking and as a result decided to alter the condition of approval requiring a Parking Management Plan to also include snow management to ensure that parking spaces would not be used for snow storage. In addition, the Commission conveyed disappointment in the fact that the project has no affordable housing requirement or a voluntary proposal for affordable housing by the applicant.

The Planning Commission recommended approval of the project with the following recommended conditions of approval:

1. The applicant shall provide a landscape plan prepared by a licensed Wyoming Landscape Architect which reflects the minimum plant unit requirement with adequate screening at Development Plan submittal.
2. The applicant shall indicate the location and dimensions of required trash and recycling enclosures at Development Plan submittal.
3. Prior to Development plan submittal the applicant shall coordinate with the pathways Department regarding bicycle parking location, design, and quantity.
4. The applicant shall provide a parking and snow management plan that will address management of class schedules, carpooling, off-site impacts, and any other strategies to reduce parking demand at Development Plan submittal.
5. The CWC-Jackson center shall schedule the majority of classes at times during the day that do not coincide with peak traffic hour volumes (7 to 9 a.m. and 4 to 6 p.m.) in order to lessen traffic impacts.

Following the Planning Commission hearing some slight rewording of conditions and additional conditions have been added to the report by the Planning Director in order to address parking management and enforcement as well as the timing of approvals regarding required ordinance readings for the Zoning Map Amendment.

Veronica Lane Ownership

Public comment from representatives and members of the Stockhouse Patterson HOA at the October 1, 2018, Town Council meeting suggested that the HOA would be more amenable to CWC's proposal should the Town assume ownership and maintenance of Veronica Lane, a private road. Town ownership of Veronica Lane would include maintenance of the roadway, sewer, water, and stormwater infrastructure, snowplowing, sweeping, general maintenance and replacement requirements, and other duties like on-street parking

enforcement. Following the Town Council hearing, staff met with Public Works on October 17, 2018, and sought input from other relevant departments during the Development Review Team meeting on October 22, 2018.

At this point in time staff does not have a recommendation either for or against the Town assuming ownership of Veronica Lane without greater detail from the applicant regarding the costs associated with upgrading existing infrastructure. However, the following comments have been provided based off of preliminary discussions with relevant departments regarding what the potential impacts and obligations would be for the Town if it assumed ownership and maintenance of the private roadway and infrastructure of Veronica Lane:

- **Planning:** The Planning Department notes that private infrastructure is usually not accepted by the Town because it is frequently substandard and unable to meet the requirements of Town standards. Developers often propose private roadways and infrastructure as it is less expensive on the front end and costs are then shared by future owners with increased HOA dues to maintain and replace the private systems. Staff has concerns that accepting private infrastructure at a later time shifts the burden and responsibility from individual owners within a subdivision who benefited from lower costs initially to construct on to the general public. The Planning Department also shares the concerns of Public Works that this could set a precedent for other private roads and infrastructure in Town.
- **Public Works:** Beyond the concerns relating to the as yet unknown financial obligations involved in assuming ownership of Veronica Lane, this might set a precedent for other private roads in town. There are concerns about the Town assuming ownership of the road because it may have a domino effect for other private roads requesting the Town take over their obligations for water and sewer infrastructure costs, increasing the Town's resource needs to fund the additional capital, operational and staffing requirements.

Preliminary Cost Estimate for All Infrastructure and Streetscape Upgrades: Public Works has prepared a rough estimate of approximately \$625,000 for capital construction, \$300,000 for land costs, and \$4,500 annually in preventative maintenance to bring Veronica Lane up to Town standards (the spreadsheet is attached to this report). A number of assumptions have been made which includes replacing all infrastructure within the right-of-way, i.e. installing new sewer, stormwater, water, and streetscape improvements. The estimate is based off the recommended 50' right-of-way for mixed-use districts from the Community Streets Plan. The applicant's estimate will likely be lower and more precise as it will be based off of repairs to existing sewer and water infrastructure and only partial street reconstruction, however Public Works' estimate is a good starting place for having some sense of potential future costs to the Town.

Note: The Public Works estimate includes a high contingency (20%) since some of the numbers are based upon 2012 estimates, which would likely be low compared with today's costs, and because there are likely some errors or omissions here and there. In addition, the land costs assume a 50' right-of-way though this is likely not possible given the configuration of current properties. Lastly, annual operations and maintenance costs do not include water infrastructure for landscaping operations and maintenance or future needs for repair or replacement of underground utilities/infrastructure.

- **Legal:** Town ownership of the road would increase the Police and Legal Departments' obligations. It is unclear what benefit the Town would receive from assuming ownership of Veronica Lane.

- Police: No concerns at this time other than an acknowledgement that Town ownership would entail Police enforcement of any on-street parking issues that may arise, although this is not anticipated to be significantly more substantial than resources devoted to the area in general already.
- Fire: No concerns at this point in time.
- Pathways: At this point in time it is unclear what benefit the Town assuming ownership of Veronica Lane would be from a pathways perspective as it is a dead-end road without connections/circulation to adjoining roads.

Staff Findings

Item A: Zoning Map Amendment. 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. Staff finds the proposed project to be consistent with the purpose and intent of the LDRs, specifically the P/SP zoning district. The purpose of the P/SP zone is to provide locations for new and existing uses and facilities of a public or semi-public nature. In particular, the P/SP zone is intended to allow flexibility for public and semi-public uses and facilities that often have unique functional needs, such as for height, floor area, setbacks, and impervious surface, that cannot be accommodated in other zoning districts. Land in the P/SP-ToJ zone and/or facilities operated therein may be under the control of federal, state, or local governments, or other governmental entities such as a school district or hospital district.

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. See **Item B**, 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 institutional and facility needs of Central Wyoming College's educational curriculum which in turn provides the community with qualified graduates for a number of fields which are in demand.

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.

Item B: Sketch Plan. Pursuant to Section 8.3.1.C (Sketch Plan Standards) of the Land Development Regulations, the following findings shall be made for the approval of a Sketch Plan.

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

The proposed development is located within District 4 Midtown - Subarea 4.3 Central Midtown of the 2012 Comprehensive Plan which states:

Subarea 4.3: Central Midtown. This TRANSITIONAL Subarea in the core of the district will be critical in achieving the overall goal of transforming the area into a walkable mixed use district. Opportunities should be taken to expand the currently limited street network in order to break up large existing blocks and increase connectivity for all transportation modes. Key to this transition will be the addition of increased residential intensity in a variety of types and forms to take advantage of the Complete Neighborhood amenities in the area. Mixed use structures will be encouraged with non-residential uses located predominantly on the street level and residential units on upper levels. Multifamily structures in a variety of forms will also be desirable. Mixed use and multifamily residential buildings should be a combination of two and three story structures oriented to the street, though a buffer should be placed between buildings and the street with green space and/or hardscaping. Parking areas should be predominantly located behind buildings or screened from view. Live-work housing opportunities will be encouraged, as well as any other opportunities to promote local entrepreneurship. Single family residential units are not envisioned for this area. Particular care and attention will need to be given to ensure a successful transition between this mixed use subarea to the adjacent Midtown Residential (Subarea 4.3). The location of buildings and parking, types of uses and overall intensity of use should be considered to ensure a successful blend of these two subareas.

Complies. Staff finds that the project is consistent with the described vision for Subarea 4.3. The proposed use fits within the existing neighborhood and is consistent with the physical development standards within the P/SP zoning district. In regards to size and scale, the new project will be consistent with surrounding development. Parking is located behind the main building and the site plan emphasizes pedestrian access. The project helps to transform the area into a more walkable mixed use district and anticipates utilizing multimodal transportation options in order to decrease the impact of increased vehicle traffic.

In addition, Staff finds that the application should be reviewed for consistency specifically with the policy objectives of District 4 Midtown as follows

Common Value 1: Ecosystem Stewardship

Complies. Not Applicable.

Common Value 2: Growth Management

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

Complies. Not Applicable.

Policy 4.1.d: Maintain Jackson as the economic center of the region

Complies. CWC-Jackson provides opportunities for Teton County residents to attain higher education and skills in fields that are in demand in the region such as culinary arts and nursing. In turn, employers have a pool of well qualified applicants to choose from. This will help maintain Jackson as the economic center of the region by keeping talented individuals employed locally as employees or business owners.

Policy 4.2.c: Create vibrant walkable mixed use subareas

Complies. The project is an infill development situated in an established mixed use area along a walkable corridor. Furthermore, the applicant is proposing to add sidewalks where none currently exist.

Policy 4.3.a: Preserve and enhance stable subareas

Complies. Not Applicable.

Policy 4.3.b: Create and develop transitional subareas

Complies. The project helps to create and develop Central Midtown by providing a balanced mix of nonresidential uses to the town.

Policy 4.4.b Enhance Jackson gateways

Complies. The project is located near major gateways to Jackson just south of “The Y” and Highway 89. The project enhances these gateways by showcasing the educational opportunities available in Jackson.

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

Complies. Not Applicable.

Common Value 3: Quality of Life

Policy 5.2.d: Encourage deed-restricted rental units

Complies. Not Applicable.

Policy 5.3.b: Preserve existing workforce housing stock

Complies. Not Applicable.

Policy 6.2.b: Support businesses located in the community because of our lifestyle

Complies. The programmatic offerings of CWC-Jackson are geared towards providing students with the skills and qualifications necessary to be employed in the region. These include tourism related industries like the culinary arts, hospitality, and outdoor education, but also the healthcare, education, and business sectors.

Policy 6.2.c: Encourage local entrepreneurial opportunities

Complies. CWC-Jackson will prepare graduates to be employed in a number of different fields in demand but also to start their own businesses. Having a dedicated CWC-Jackson Center will increase the likelihood of retaining entrepreneurial-minded individuals in Jackson who might otherwise go elsewhere to gain the skills they need to start a business.

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

Complies. Students and faculty will benefit from nearby existing START Bus stops on Buffalo Way and Maple Way. Additionally, the proposed project will provide bicycle parking on site. START has expressed interest in the addition of a covered bus stop at Veronica Lane which could be a discussion and potential condition of approval regarding what role the applicant may play, if any, in helping to provide resources for a covered stop should the Town see fit.

Policy 7.2.d: Complete key Transportation Network Projects to improve connectivity

Complies. Not Applicable.

Policy 7.3.b: Reduce wildlife and natural and scenic resource transportation impacts

Complies. Not Applicable.

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

Not applicable. The property is not located within the Natural Resource Overlay (NRO) or Scenic Resources Overlay (SRO).

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

Complies. Staff finds that the proposed project will not have significant impacts on public facilities and infrastructure as conditioned, however Public Works has submitted comments regarding whether any upgrades to the water supply structure are required for this project and this should be addressed at Development Plan. The new building will have an automatic fire sprinkler apparatus which helps reduce impacts on the Fire Department.

4. ***LDR Compliance:*** *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 all standards required of the LDRs for development in the P/SP zoning district. Staff also finds the project to be in compliance will all other Town Ordinances.

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

Complies. Should the applicant be granted a Zoning Map Amendment, the dimensional standards of P/SP zone would allow for the applicant to build the CWC facility in the dimensions proposed on these parcels.

Item C: Conditional Use Permit. Pursuant to Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations, the following findings shall be made for the approval of a Conditional Use Permit.

1. ***Compatibility with Future Character.*** *The proposed Conditional Use shall be compatible with the desired future character of the area.*

Complies. See **Item B** Finding #1.

2. **Use Standards.** *The proposed Conditional Use shall comply with the use specific standards of Division 6.1.*

Complies as conditioned. Staff finds that the proposal is compliant with the standards of Division 6.1. The proposed Institutional (Education) use is an allowed use within the Public/Semi-Public – (P/SP) zoning district with the approval of a Conditional Use Permit.

3. **Visual Impacts.** *The design, development, and operation of the proposed Conditional Use shall minimize the visual impact of the proposed use on adjacent lands.*

Complies. Staff finds that the proposed facility will minimize the visual impact on adjacent lands by situating the building adjacent to Veronica Lane. The design will also include a delineated parking area and entrance which is helpful in keeping the use contained to a certain area.

4. **Minimizes adverse environmental impact.** *The development and operation of the proposed Conditional Use shall minimize adverse environmental impacts.*

Complies. Staff finds that the proposed use will not have an adverse environmental impact. The site is also not located within the NRO and SRO, and all proposed use and operations will be conducted within previously platted and an otherwise developed area save for the vacant lots the facility will be built upon.

5. **Minimizes adverse impacts from nuisances.** *The development and operation of the proposed Conditional Use shall minimize adverse impacts from nuisances.*

Complies as conditioned. Parking has the greatest potential to be a nuisance to the surrounding neighborhood. The applicant has provided a preliminary parking management plan that addresses parking demand through class scheduling, alternative mode use requirements, fees and incentives, advanced management techniques, and contingency-based overflow parking locations if needed. Conditions of approval have been added to address potential impacts from parking.

6. **Impact on Public Facilities.** *The proposed Conditional Use shall not have a significant adverse impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, and EMT facilities.*

Complies. Staff finds that the proposal will not have significant impacts on public facilities and services as conditioned.

7. **Other Relevant Standards/LDRs.** *The development and operation of the proposed Conditional Use shall comply with all standards imposed on it by all other applicable provisions of the LDRs and all other Town Ordinances.*

Complies. Staff finds that the proposed use and building improvements complies with the provisions of the LDRs and with all other Town Ordinances. Since the property is located within the P/SP zone, development standards such as setbacks, building height, FAR, etc. are flexible.

8. *Previous Approvals.* *The proposed Conditional Use shall be in substantial conformance with all standards or conditions of any prior applicable permits or approvals*

Not applicable to this proposal.

ATTACHMENTS

Preliminary Cost Estimate for All Infrastructure and Streetscape Upgrades
Stockhouse-Patterson HOA Letter of Protest and Signatures
Response from Applicant - Holland & Hart
Parking Management Plan - Schematic
Applicant Submittal
Department Reviews
Public Comment

STAKEHOLDER ANALYSIS

The main stakeholders are the community members who will attend/work for CWC-Jackson, business owners who will employ the graduates locally, and adjacent property owners in the Stockhouse-Patterson Addition.

PUBLIC COMMENT

Staff received a phone call on 4/26 from Ms. Liza Hoke, a property owner in the Stockhouse-Patterson Addition with questions pertaining to the Zoning Map Amendment request. In particular, Ms. Hoke sought clarification on the differences that P/SP zoning would entail for the project. Staff also discussed the proposed zone change for the other lots in the Stockhouse-Patterson Addition to CR-3 with the District 3-6 LDR updates. Ms. Hoke also sought materials related to the required neighborhood meeting which were sent to her via email.

Staff received an email on 4/27 from Mr. Jim Stockhouse, co-developer of the Stockhouse-Patterson Addition and a lot owner in the subdivision. Mr. Stockhouse has concerns about the zoning change to accommodate a larger sized building in the subdivision and questions what the impact the building will have on traffic, parking, infrastructure, snow storage, impermeable surface area / stormwater runoff, landscaping, and general aesthetics to the subdivision. The email is attached to this report.

Staff met with Ms. Liza Hoke on 5/29 in regards to the scale of the proposal, traffic and infrastructure impacts, and other P/SP zoned properties in town.

Staff received a Letter of Protest on 5/29 addressed to Council from John Wylie of Wylie Baker LLP which is attached. The firm represents the Stockhouse-Patterson Homeowner's Association (the "HOA") whose members own Lots 1-8 of the Stockhouse Patterson Addition to the Town of Jackson. The letter protests the applicant's proposal for a Zoning Map Amendment to rezone Lots 3 and 6 to P/SP zoning, and the request for a Conditional Use Permit. The HOA is concerned about the scale of the proposed facility and the impact it will have on parking in the subdivision. In addition, the HOA is concerned about the impacts the CWC facility will have on the subdivision's infrastructure and sewer system, noting that the HOA is responsible for the operation and maintenance of Veronica Lane and the sewer infrastructure. Please see the Legal Review section below regarding the requirements of State Statute as it affects the Zoning Map Amendment vote by Council as a result of the Letter of Protest, and regarding the applicant's formal response to the Letter of Protest.

FISCAL IMPACT

There will be no significant fiscal impact to the Town if the proposed project is approved as proposed.

STAFF IMPACT

There will be no significant impact to staff resources if the proposed project is approved.

LEGAL REVIEW

Complete. The applicant has held a series of meetings with the Stockhouse-Patterson Home Owners Association in an attempt to alleviate the concerns of the HOA. Staff and the applicant have continued this item multiple times to provide additional time for the parties to reach a resolution. As of this writing, however, the applicant has yet to reach an official agreement with the HOA and the HOA has not withdrawn its Letter of Protest. Per Wyoming State Statute, an affirmative vote of three-fourths of all members of the Council is required to make effective the Zoning Map Amendment as a result of the Letter of Protest:

15-1-603. Regulations; protest makes change ineffective; exception; hearing and notice.

(a) If there is a protest against a change in the regulations, restrictions or district boundaries signed by the owners of twenty percent (20%) or more of the area of the lots included in the proposed change, or of those immediately adjacent within a distance of one hundred forty (140) feet, the change is not effective except upon the affirmative vote of three-fourths (3/4) of all the members of the governing body. In determining the one hundred forty (140) feet, the width of any intervening street or alley shall not be included.

Due to the protest submitted by the Stockhouse-Patterson HOA, which appears to provide the required landowner signatures to meet State requirements, the Council is now required to have **four (4) affirmative votes** (i.e., 3/4 of a 5-person board) to adopt the proposed zoning map amendment to P/SP.

Additionally, attached hereto is a letter from the Applicant to the Town Attorney formally responding to the Letter of Protest from the HOA.

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

Item A: The Planning Director recommends **approval** of a Zoning Map Amendment P18-048 for the property located at 235 and 255 Veronica Lane from Commercial Residential - 3 (CR-3) to Public-Semi-Public (P/SP-ToJ), subject to three ordinance readings.

Item B: The Planning Director recommends **approval** of a Sketch Plan P18-047 for a new two-story CWC Jackson Center for the property located at 235 and 255 Veronica Lane, subject to the department reviews attached hereto and 6 conditions of approval:

1. The applicant shall provide a landscape plan prepared by a licensed Wyoming Landscape Architect which reflects the minimum plant unit requirement with adequate screening at Development Plan submittal.
2. The applicant shall indicate the location and dimensions of required trash and recycling enclosures at Development Plan submittal.
3. Prior to Development plan submittal the applicant shall coordinate with the Pathways Coordinator regarding bicycle parking location, design, and quantity.

4. At Development Plan submittal the applicant shall provide a final Parking and Snow Management Plan. This plan shall clarify in detail the proposed strategies and tools the applicant will use, such as management of class schedules, carpooling, off-site shared parking, etc., to ensure that the proposed parking is adequate to handle all of CWC's demand without negatively impacting Veronica Lane or surrounding land owners.
5. The applicant shall demonstrate that the sidewalks on site are buffered from the adjacent travel lanes by landscaping and/or surfacing, or are otherwise detached at Development Plan submittal.
6. This Sketch Plan shall not be effective until the third ordinance reading of the Zoning Map Amendment is approved.

Item C: The Planning Director recommends **approval** a Conditional Use Permit P18-049 for the Institutional: Education/Daycare use for a CWC Jackson Center for the property located at 235 and 255 Veronica Lane, subject to the department reviews attached hereto and 3 condition of approval:

1. If the Town becomes aware, either through neighbor complaint or its own investigation, that parking for the site is inadequate and causing significant neighborhood conflicts, the Town Council shall review the parking plan and CUP and may require the applicant to implement operational changes (e.g., parking fees, formal shared parking agreements, limitations on class sizes, etc.) to reduce parking conflicts to acceptable levels. If conflicts are unable to be resolved the Council may consider revocation of the applicant's Conditional Use Permit.
2. This CUP shall not be effective until the third ordinance reading of the Zoning Map Amendment is approved.
3. The CWC-Jackson center shall schedule the majority of classes at times during the day that do not coincide with peak traffic hour volumes (7 to 9 a.m. and 4 to 6 p.m.) in order to lessen traffic

SUGGESTED MOTIONS

Item A: Based upon the findings for a Zoning Map Amendment as presented in the staff report for P18-048 and by the applicant related to 1) The proposed project is consistent with the purposes and organization of the LDRs.; 2) Consistency with the Comprehensive Plan; 3) Public necessity; 4) Consistency with other adopted Town Ordinances I move to **approve** a Zoning Map Amendment for the property located at 235 and 255 Veronica Lane from Commercial Residential - 3 (CR-3) to Public-Semi-Public (P/SP-ToJ), and direct staff to prepare the required ordinances for first reading.

Item B: Based upon the findings for a Sketch Plan as presented in the staff report for P18-047 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 for Item P18-047,48,49, I move to **approve** a Sketch Plan for a new two-story CWC Jackson Center for the property located at 235 and 255 Veronica Lane, subject to the department reviews attached hereto and 6 conditions of approval:

1. The applicant shall provide a landscape plan prepared by a licensed Wyoming Landscape Architect which reflects the minimum plant unit requirement with adequate screening at Development Plan submittal.
2. The applicant shall indicate the location and dimensions of required trash and recycling enclosures at Development Plan submittal.
3. Prior to Development plan submittal the applicant shall coordinate with the Pathways Coordinator regarding bicycle parking location, design, and quantity.
4. At Development Plan submittal the applicant shall provide a final Parking and Snow Management Plan. This plan shall clarify in detail the proposed strategies and tools the applicant will use, such as management of class schedules, carpooling, off-site shared parking, etc., to ensure that the proposed

parking is adequate to handle all of CWC's demand without negatively impacting Veronica Lane or surrounding land owners.

5. The applicant shall demonstrate that the sidewalks on site are buffered from the adjacent travel lanes by landscaping and/or surfacing, or are otherwise detached at Development Plan submittal.
6. This Sketch Plan shall not be effective until the third ordinance reading of the Zoning Map Amendment is approved.

Item C: Based upon the findings for a Conditional Use Permit as presented in the staff report for P18-049 and by the applicant related to 1) Compatibility with Future Character; 2) Use Standards; 3) Visual Impacts; 4) Minimizes adverse environmental impact; 5) Minimizes adverse impacts from nuisances; 6) Impact on Public Facilities; 7) Other Relevant Standards/LDRs; and 8) Previous Approvals with past permits & approvals for Item P18-047,48,49, I move to **approve** a Conditional Use Permit for the Institutional: Education/Daycare use for a CWC Jackson Center for the property located at 235 and 255 Veronica Lane, subject to the department reviews attached hereto and 3 condition of approval:

1. If the Town becomes aware, either through neighbor complaint or its own investigation, that parking for the site is inadequate and causing significant neighborhood conflicts, the Town Council shall review the parking plan and CUP and may require the applicant to implement operational changes (e.g., parking fees, formal shared parking agreements, limitations on class sizes, etc.) to reduce parking conflicts to acceptable levels. If conflicts are unable to be resolved the Council may consider revocation of the applicant's Conditional Use Permit.
2. This CUP shall not be effective until the third ordinance reading of the Zoning Map Amendment is approved.
3. The CWC-Jackson center shall schedule the majority of classes at times during the day that do not coincide with peak traffic hour volumes (7 to 9 a.m. and 4 to 6 p.m.) in order to lessen traffic

Public Works - Preliminary Cost Estimate for Veronica Lane

Capital Construction

Owner: Stockhouse-Patterson HOA					
Project: Veronica Lane Upgrades					
BY: FP November 14, 2018					
Estimate of Probable Cost					
WORK SCHEDULE				Estimated Cost	
Bid Item	Item Description	Unit	Est. Quantity	Unit Price	Total Price
	Traffic Control and Access	LS	1	\$5,000.00	\$5,000.00
	Force Account	FA	1	\$0.00	\$0.00
	Mobilization	LS	1	\$8,000.00	\$8,000.00
	Clearing and Grubbing	LS	1	\$2,500.00	\$2,500.00
	Street Signs	EA	3	\$500.00	\$1,500.00
Total misc.					\$17,000.00
	Jetting and Cleaning	LF	350	\$3.00	\$1,050.00
	Sewer Camera	LF	350	\$1.50	\$525.00
	Sewer Manhole (48"?)	EA	7	\$3,925.00	\$27,475.00
	Lift Station Cleaning and Inspection	LS	1	\$2,500.00	\$2,500.00
	New Lift Station Pumps, Piping, Controls	LS	1	\$25,000.00	\$25,000.00
	Back-Up Generator	EA	1	\$10,000.00	\$10,000.00
	8" Sewer Main	LF	350	\$28.00	\$9,800.00
	4" Sewer Service	EA	6	\$650.00	\$3,900.00
	4" Sewer Service Line	LF	300	\$24.00	\$7,200.00
	Connection to Existing Sewer Main	EA	6	\$2,500.00	\$15,000.00
Total Sewer	DOES NOT INCLUDE SURFACE WORK				\$102,450.00
	12" Storm Drain	LF	100	\$26.65	\$2,665.00
	15" Storm Drain	LF	200	\$30.80	\$6,160.00
	18" Storm Drain	LF	50	\$36.50	\$1,825.00
	48" Storm Drain Inlet Type A	EA	8	\$3,175.00	\$25,400.00
	48" Storm Drain Inlet Type B	EA	0	\$2,770.00	\$0.00
	48" Storm Drain Manhole	EA	3	\$2,660.00	\$7,980.00
	Connection to Existing Storm Drain	EA	1	\$1,200.00	\$1,200.00
Total Storm	DOES NOT INCLUDE SURFACE WORK				\$45,230.00
	Connection to Existing Water Main	EA	1	\$3,000.00	\$3,000.00
	Water Main - 8" DIP Pipe	LF	300	\$100.00	\$30,000.00
	Water Main - 6" DIP Pipe	LF	25	\$120.00	\$3,000.00
	Fire Hydrant, Complete	EA	1	\$5,200.00	\$5,200.00
	Fitting - 8" Gate Valve (FL x MJ)	EA	1	\$1,265.00	\$1,265.00
	Fitting - 6" Gate Valve (FL x MJ)	EA	1	\$1,015.00	\$1,015.00
	Fitting - 8" x 8" x 6" Tee (MJ x FL)	EA	1	\$465.00	\$465.00
	Fitting - 8" MJ End Cap	EA	2	\$330.00	\$660.00
	Water Service Connections	EA	8	\$500.00	\$4,000.00
	Water System Testing and Disinfection	LS	1	\$2,500.00	\$2,500.00
Total Water					\$51,105.00
	Topsoil Stripping	CY	20	\$26.00	\$520.00
	Unclassified Excavation Above Subgrade	CY	165	\$40.00	\$6,600.00
	Excavation Below Subgrade	CY	2600	\$68.00	\$176,800.00
	Subgrade Preparation	LF	350	\$12.00	\$4,200.00
	Crushed Base	TON	260	\$75.00	\$19,500.00
	Concrete Sidewalk, both sides of road, 300 LF (6' wide)	SF	4050	\$9.00	\$36,450.00
	24" Curb & Gutter	LF	600	\$30.00	\$18,000.00
	Pavement, 2.5"	TON	160	\$200.00	\$32,000.00
	Erosion Control	LS	1	\$2,500.00	\$2,500.00
	Revegetation	SY	150	\$52.50	\$7,875.00
Total Street					\$304,445.00
				TOTAL	\$520,230.00
				20% Contingency	\$104,046.00
				TOTAL CAPITAL ESTIMATE	\$624,276.00
	Land Costs	LOT	6	\$ 50,000.00	\$300,000.00
ASSUMPTIONS					
	One Side of Street Parking				
	Both sides of street sidewalk, one with buffer, one without				
	all 6 landowners to get additional room for sidewalk				
	50' ROW				
	Install a new watermain and hydrant				
	Replace sewer line				
	Rebuild the road				
	Does not consider larger radii at the hammer head turnaround for IFC				
	O&M costs (annual)				\$4,500.00
	does not include water infrastructure or landscaping O&M				
	does not account for repairs or replacements of water, sewer, stormwater assets over time				

Operations and Maintenance Costs

O&M						
<u>Item Description</u>	<u>Unit</u>	<u>Est. Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>frequency per 10-yr pd.</u>	<u>cost per 10 years</u>
snow plowing	LF	350	\$0.67	\$233.65	10	\$2,336.50
street sweeping/other	LF	350	\$1.09	\$381.99	10	\$3,819.89
other street	LF	350	\$0.79	\$277.19	10	\$2,771.87
pavement overlay	SF	10675	\$1.85	\$19,748.75	1	\$19,748.75
sewer/manhole inspections	LF	350	\$1.50	\$525.00	5	\$2,625.00
sewer cleaning	LF	350	\$3.00	\$1,050.00	5	\$5,250.00
storm/manhole inspections	LF	350	\$1.50	\$525.00	5	\$2,625.00
storm cleaning	LF	350	\$3.00	\$1,050.00	5	\$5,250.00
water??	LF			\$0.00		\$0.00
trees/landscape strip??	LF			\$0.00		\$0.00
TOTAL						\$44,427.01
Lifecycle						
pavement						
water						
sewer						
storm						
assumptions						
	based on annual budget for snow clearing, witer sanding, ice/flood control; total linear feet of Town streets (from chip seal study)					
	based on annual budget for PW equipment; total linear feet of Town streets (from chip seal study)					
	based on annual budget for streets, paint projects, asphalt and gravel, sidewalks/crosswalks; total linear feet of Town streets (from chip seal study)					
	chipseal every 10 years; no patching required					

Land Costs

		EASEMENT AREA						\$/Acre			Utility Easement Cost	
PIDN	Total Area, acre	Length, Ft	Width, Ft	Area, SF	Area, Acre	Market Value	Assessed Value	Market	Assessed	% of Value	% Market	% Assessed
Lot 7	0.33	96	6	576	0.013	\$ 1,120,024.00	\$ 181,121.00	\$ 3,394,012.12	\$ 548,851.52	100%	\$ 44,879.50	\$ 7,257.54
Lot 8	0.33	96	6	576	0.013	\$ 1,120,024.00	\$ 177,937.00	\$ 3,394,012.12	\$ 539,203.03	100%	\$ 44,879.50	\$ 7,129.96

May 29, 2018

Town of Jackson Town Council
P.O. Box 1687
150 East Pearl Avenue
Jackson, WY 83001

Delivered via email and hand delivery (council@jacksonwy.gov)

RE: *Protest to Central Wyoming College's Zoning Map Amendment and Conditional Use Permit at 235 and 255 Veronica Lane, Jackson, Wyoming*

Dear Council Members:

This firm represents the Stockhouse-Patterson Homeowner's Association (the "HOA"), whose members own Lots 1-8 of the Stockhouse-Patterson Addition to the Town of Jackson (Plat No. 822). This letter presents the HOA's concerns about the zone change proposed by Central Wyoming College (the "CWC") that will be discussed at the Town Council's June 7, 2018 meeting. The CWC is proposing its new facilities on Lots 3 and 6 of the Stockhouse-Patterson Addition (235 & 255 Veronica Lane, Jackson, WY) pursuant to a proposed zoning map amendment ("ZMA") as well as a conditional use permit ("CUP").

While the HOA is not opposed to the presence of a new CWC facility in Jackson or in the Stockhouse-Patterson subdivision, the HOA is concerned about the potential impacts to the Stockhouse-Patterson subdivision and HOA if CWC's current proposal is approved.

Standards for Approval & Opposition

The proposed ZMA seeks to change the zoning for CWC's property located at 235 and 255 Veronica Lane from Auto-Urban Commercial (AC) to Public/Semi-Public (P/SP). The standards for approving this ZMA are as follows:

The advisability of amending the Official Zoning Map is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed zoning map amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

- 1. Is consistent with the purposes and organization of the LDRs;*
- 2. Improves implementation of the desired future character defined in the*

172 Center Street, Suite 200

P.O. Box 4211

Jackson, Wyoming 83001

o: 307.733.6688

f: 307.733.3758

- Illustration of Our Vision chapter of the Comprehensive Plan;*
3. *Is necessary to address changing conditions or a public necessity; and*
4. *Is consistent with the other adopted Town Ordinances.*

(TOJ LDRs § 8.7.2.C.).

The CWC asserts that its proposed ZMA is necessary to allow CWC to build facilities that are much larger than the facilities that would be allowed under the current AC zoning. The current AC zoning would allow for a 7,079 square-foot facility when using a .25 floor area ratio (FAR), whereas the proposed P/SP zoning does not provide a FAR limitation on the size of the facility. (Planning Commission report, p. 4.) If approved, CWC's proposed zoning change would allow CWC to construct a 17,358 square-foot facility—more than twice the size of the facility that would be allowed under the current zoning. A zone change permitting a structure of this size is not necessary to achieve the goals of the LDRs, the vision of the Comprehensive Plan, and the objectives for neighborhood character for this area of Midtown—these goals can all be accomplished with a smaller building within the limitations of the *existing AC zoning*.

Please accept this letter as the HOA's official protest of the CWC's proposed ZMA in accordance with W.S. § 15-1-603 and section 8.7.2 of the Town of Jackson Land Development Regulations. We will supplement this correspondence with the required signatures for this protest by the end of the week.

By this letter, the HOA also presents its opposition to the issuance of the CUP. The necessary findings for approval for a CUP are as follows:

A conditional use permit shall be approved upon finding the application:

- 1. Is compatible with the desired future character of the area;*
- 2. Complies with the use specific standards of Div. 6.1.;*
- 3. Minimizes adverse visual impacts;*
- 4. Minimizes adverse environmental impacts;*
- 5. Minimizes adverse impacts from nuisances;*
- 6. Minimizes adverse impacts on public facilities;*
- 7. Complies with all other relevant standards of these LDRs and all other Town Ordinances; and*
- 8. Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*

(TOJ LDR, 8.2.4.C.) The HOA strongly opposes the scale of the proposed CWC facility as inconsistent with these necessary findings for a CUP. Therefore, the HOA opposes the issuance of the CUP.

Specific Areas of Concern

Given its familiarity with 235 & 255 Veronica Lane, the members of the HOA are uniquely positioned to foresee issues with the parking and infrastructure that will be necessary to support the proposed CWC facilities. The HOA is concerned about how the subdivision's current

parking spaces, access road, and septic system will each be impacted by the CWC's proposed facilities. These three issues are discussed in more detail below.

First, the HOA is concerned about the impact the CWC's proposed facilities will have on the subdivision's parking. The Stockhouse-Patterson subdivision currently consists of several businesses. The existing parking is utilized by the HOA's members, which are all local businesses. The parking spaces currently serving the businesses within the subdivision are maximized and there are often no parking spaces available. The Town of Jackson Planning Commission report, issued April 27, 2018, states a need for an additional 30 parking spaces as a result of CWC's proposed facilities. (*CWC Jackson Center Sketch Plan Application, Conditional Use Permit and Zoning Map Amendment*, hereinafter "Sketch Plan," p. 18.) The subdivision's parking areas are insufficient to serve the CWC's additional use, even with an additional 30 parking spaces. It is extremely likely that CWC's employees, guests, and students will use the parking areas of other businesses when overflow is needed, and this usage will make the current parking shortage a much bigger problem. Even if the HOA attempts to prohibit CWC use of other parking spaces, the HOA will be the party forced to enforce parking. This level of enforcement is something the HOA is not currently doing, so an additional administrative burden will likely be forced upon the HOA with its associated increased costs.

Second, the HOA is concerned about the impact CWC will have on its access road. The subdivision is serviced by a private right-of-way known as Veronica Lane. The Planning Commission report estimates that "the proposed development will add an additional 530 trips per day during the fall and during peak enrollment to the adjacent transportation network of Maple Way." (Planning Commission report, p. 7.) The HOA is responsible for the operation and maintenance of Veronica Lane. CWC's proposed increased use of Veronica Lane will place a large maintenance burden on the HOA. A small group of private property owners should not have to shoulder the financial responsibility of maintaining an access road for a community college.

Third, the HOA is concerned about the increased impact on its sewer connections to the Town's wastewater system. The Planning Commission report sets forth as follows:

The water and sanitary sewer services will be connected to service lines owned and controlled by the subdivision HOA. The HOA-owned service lines run along Veronica Lane connect to Town of Jackson Water and Sewer Mains at the intersection of Maple Way and Veronica Lane. Maintenance of the HOA-owned service lines on Veronica Lane are[sic] the responsibility of the HOA.

(Sketch Plan, p. 15.) In addition to the increased load on the sewer system that would be incident to any educational facility, CWC's proposed facilities include culinary programs. Commercial kitchens place an additional, atypical load on sewer systems. The Sketch Plan states, "The ability of the existing lift station and Town of Jackson infrastructure that serves Veronica Lane to handle the increased flows from the project will be confirmed." (Sketch Plan, p. 17.) However, the HOA is more generally concerned about all of its sewer infrastructure, and the financial impact of maintaining the same under this increased load. Again, the HOA feels it is inequitable that a small group of private property owners be forced to bear an increased financial burden for

CWC's use.

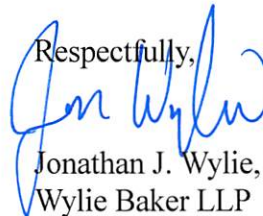
Summary & Conclusion

Although the HOA is not opposed to the presence of CWC within its subdivision, the HOA believes that the large, 17,000-square-foot scale of the CWC facilities is not necessary to bring CWC facilities to Jackson. The HOA opposes the issuance of the ZMA and the CUP as a result of its concerns set forth above. These concerns present practical considerations that have not been adequately considered in the Town's process of evaluating the CWC proposal. The proposed ZMA and CUP place an inequitable and undue financial burden associated with a public educational facility on a small, private subdivision. Each of the HOA's concerns would be addressed by a smaller-scale version of the CWC facilities applying the current zoning.

Therefore, the HOA respectfully requests that the Council **deny** the ZMA that would change the 235 & 255 Veronica Lane zoning from AC to P/SP. The HOA also respectfully requests that the Council **deny** CWC's CUP. In the alternative, should the Council decide to approve the CWC proposal, the HOA requests **conditional approval**, and for the Council to include conditions that address each of the HOA's concerns set forth in this letter. Of course, any approval also needs to comply with W.S. 15-1-603(a).

Representatives of the HOA will be in attendance at the Town Council meeting to discuss the items set forth in this letter and answer any questions you may have. Thank you for your consideration.

Respectfully,



Jonathan J. Wylie, Partner
Wylie Baker LLP

CC: Sandy Burdyshaw, Town Clerk (via email only at sbirdyshaw@jacksonwy.gov)
Audrey Cohen-Davis, Town Attorney (via email only at acohendavis@jacksonwy.gov)

June 5, 2018

Town of Jackson Town Council
P.O. Box 1687
150 East Pearl Avenue
Jackson, WY 83001

Delivered via email and hand delivery (council@jacksonwy.gov)

RE: *Protest to Central Wyoming College's Zoning Map Amendment and Conditional Use Permit at 235 and 255 Veronica Lane, Jackson, Wyoming*
Submission of signatures

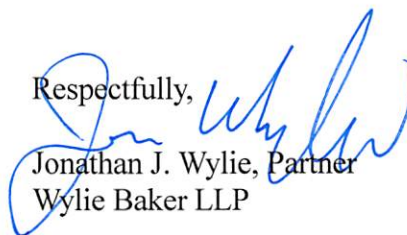
Dear Council Members:

This letter follows up from my May 29, 2018 letter.

First, we understand that the Town Council hearing on the zoning map amendment ("ZMA") and conditional use permit for the CWC campus proposed to be located at 235 & 255 Veronica Lane, Jackson, WY, which are Lots 3 and 6 of the Stockhouse-Patterson Addition subdivision, has been postponed until August 6, 2018. We will schedule our plans to appear at this hearing accordingly.

Second, my May 29, 2018 letter stated that signatures regarding the Stockhouse-Patterson Homeowner's Association members' protest to the ZMA in accordance with W.S. § 15-1-603 and section 8.7.2 of the Town of Jackson Land Development Regulations would be forthcoming. Please find signatures from 4 out of the 6 lots that sit within 140 feet of the proposed CWC site enclosed herewith as Exhibit A. If additional signatures are obtained, we will supplement this correspondence.

Respectfully,



Jonathan J. Wylie, Partner
Wylie Baker LLP

CC: Sandy Burdyslaw, Town Clerk (via email only, sbirdyslaw@jacksonwy.gov)
Audrey Cohen-Davis, Town Attorney (via email only, acohendavis@jacksonwy.gov)

Enclosures: Exhibit A – Signatures of owners of Lots 1, 2, 4 & 5 of the Stockhouse-Patterson Addition subdivision

172 Center Street, Suite 200
P.O. Box 4211
Jackson, Wyoming 83001
o: 307.733.6688
f: 307.733.3758

Exhibit A

The following property owners protest the Zoning Map Amendment proposed regarding Lots 3 & 6 of the Stockhouse-Patterson Addition to the Town of Jackson in accordance with W.S. § 15-1-603 and section 8.7.2 of the Town of Jackson Land Development Regulations. This amendment seeks to change the zoning for these lots from AC zoning to P/SP zoning to allow for the development of Central Wyoming College (CWC) facilities. The undersigned own property within 140 feet of the proposed CWC site.

2LSN, LLC,
a Wyoming limited liability company

P.O. Box 3737
Alpine, WY 83128
270 Veronica Lane
Lot 1, Stockhouse-Patterson Addition

By: Heidi E. Tolson
Date: 5/30/2018

Robert Maxwell Dunstan
Family Trust, U/A/D June 24, 2007

P.O. Box 136
Wilson, WY 83014
1135 Maple Way
Lot 7, Stockhouse-Patterson Addition

By: Kaidi Morgan Dunstan, Trustee
Date: _____

PML, LLC,
a Wyoming limited liability company

P.O. Box 14580
Jackson, WY 83002
275 Veronica Lane
Lot 2, Stockhouse-Patterson Addition

By: Michael Barry
Date: 5/30/2018

Maple Way LLC,
a Wyoming limited liability company

P.O. Box 454
Jackson, WY 83001
1115 Maple Way
Lot 8 Stockhouse-Patterson Addition

By: _____
Date: _____

Hoke & Co., LLC,
a Wyoming limited liability company

P.O. Box 130
Wilson, WY 83014
250 Veronica Lane
Lots 4 & 5, Stockhouse-Patterson Addition

By: _____
Date: _____

Exhibit A

The following property owners protest the Zoning Map Amendment proposed regarding Lots 3 & 6 of the Stockhouse-Patterson Addition to the Town of Jackson in accordance with W.S. § 15-1-603 and section 8.7.2 of the Town of Jackson Land Development Regulations. This amendment seeks to change the zoning for these lots from AC zoning to P/SP zoning to allow for the development of Central Wyoming College (CWC) facilities. The undersigned own property within 140 feet of the proposed CWC site.

2LSN, LLC,
a Wyoming limited liability company

P.O. Box 3737
Alpine, WY 83128
270 Veronica Lane
Lot 1, Stockhouse-Patterson Addition

By: _____
Date: _____

Robert Maxwell Dunstan
Family Trust, U/A/D June 24, 2007

P.O. Box 136
Wilson, WY 83014
1135 Maple Way
Lot 7, Stockhouse-Patterson Addition

By: Kaidi Morgan Dunstan, Trustee
Date: _____

PML, LLC,
a Wyoming limited liability company

P.O. Box 14580
Jackson, WY 83002
275 Veronica Lane
Lot 2, Stockhouse-Patterson Addition

By: _____
Date: _____

Maple Way LLC,
a Wyoming limited liability company

P.O. Box 454
Jackson, WY 83001
1115 Maple Way
Lot 8 Stockhouse-Patterson Addition

By: _____
Date: _____

Hoke & Co., LLC,
a Wyoming limited liability company

P.O. Box 130
Wilson, WY 83014
250 Veronica Lane
Lots 4 & 5, Stockhouse-Patterson Addition

By: Elizabeth Hoke, Mgr.
Date: 05-30-18

June 25, 2018

Town of Jackson Town Council
P.O. Box 1687
150 East Pearl Avenue
Jackson, WY 83001

Delivered via email and hand delivery (council@jacksonwy.gov)

RE: *Protest to Central Wyoming College's Zoning Map Amendment and Conditional Use Permit at 235 and 255 Veronica Lane, Jackson, Wyoming*
Submission of additional signature

Dear Council Members:

This letter follows up from the letter from Jon Wylie dated June 5, 2018 regarding the zoning map amendment ("ZMA") and conditional use permit for the CWC campus proposed to be located at 235 & 255 Veronica Lane. By that letter, you received several signatures evincing the Stockhouse-Patterson Homeowner's Association members' protest to the CWC ZMA in accordance with W.S. § 15-1-603 and section 8.7.2 of the Town of Jackson Land Development Regulations.

The purpose of this letter is to provide you with an additional signature from the owner of Lot 8 of the Stockhouse-Patterson Addition. Enclosed please find this signature. You now have protest signatures from Lots 1, 2, 4, 5, and 8 of the Stockhouse-Patterson Addition.

Respectfully,



Laurie J. Stern, Associate Attorney
Wylie Baker LLP

CC: Sandy Burdyshaw, Town Clerk (via email only, sbirdyshaw@jacksonwy.gov)
Audrey Cohen-Davis, Town Attorney (via email only, acohendavis@jacksonwy.gov)

Enclosures: Signature of owner of Lot 8 of the Stockhouse-Patterson Addition

Exhibit A

The following property owners protest the Zoning Map Amendment proposed regarding Lots 3 & 6 of the Stockhouse-Patterson Addition to the Town of Jackson in accordance with W.S. § 15-1-603 and section 8.7.2 of the Town of Jackson Land Development Regulations. This amendment seeks to change the zoning for these lots from AC zoning to P/SP zoning to allow for the development of Central Wyoming College (CWC) facilities. The undersigned own property within 140 feet of the proposed CWC site.

**2LSN, LLC,
a Wyoming limited liability company**

P.O. Box 3737
Alpine, WY 83128
270 Veronica Lane
Lot 1, Stockhouse-Patterson Addition

By: _____
Date: _____

**Robert Maxwell Dunstan
Family Trust, U/A/D June 24, 2007**

P.O. Box 136
Wilson, WY 83014
1135 Maple Way
Lot 7, Stockhouse-Patterson Addition

By: _____
Date: _____

**PML, LLC,
a Wyoming limited liability company**

P.O. Box 14580
Jackson, WY 83002
275 Veronica Lane
Lot 2, Stockhouse-Patterson Addition

By: _____
Date: _____

**Maple Way LLC,
a Wyoming limited liability company**

P.O. Box 454
Jackson, WY 83001
1115 Maple Way
Lot 8 Stockhouse-Patterson Addition

By: _____
Date: _____

**Hoke & Co., LLC,
a Wyoming limited liability company**

P.O. Box 130
Wilson, WY 83014
250 Veronica Lane
Lots 4 & 5, Stockhouse-Patterson Addition

By: _____
Date: _____

Manager Mapleway LLC
Thomas Hoke
By: _____
Date: 6/6/18



September 24, 2018

BY E-MAIL

Audrey Cohen-Davis
Town Attorney
Town of Jackson
150 E. Pearl Street
Jackson, WY 83001

RE: Central Wyoming College's request for approval of a zoning map amendment, sketch plan, and conditional use permit to develop a new educational center; planning items P18-047, 048, and 049

Dear Audrey:

You have asked us to correspond with the Town on two matters: (1) whether Central Wyoming College is exempt from the Town of Jackson's zoning regulations, and (2) the status of discussions between Central Wyoming College (CWC) and the owners association for the Stockhouse-Patterson Addition (the Association). This letter relates to 235 and 255 Veronica Lane, which are owned by CWC.

Summary:

1. The CWC property should be zoned public/semi-public. Based on a Wyoming Attorney General opinion that found that school district property is not subject to local zoning requirements, CWC's property should be zoned public/semi-public. The Attorney General opinion was based on the fact that the State Board of Education has authority over school district site selection and this state-level right preempts local zoning powers.

While CWC is not a "school district," the same reasoning of the Attorney General opinion should apply to CWC, which is a statutorily-created "community college district" and a subdivision of Fremont County. Similar to the Board of Education's role for school districts, the state-level Wyoming Community College Commission is in charge of approving the state-wide plan for all community colleges, which includes planning for all community colleges, general budgeting, *approval of all capital construction*, and creating a statewide college system that meets the express goals of the state.

Further, all community college facilities are subject to the authority of two other state-level agencies: the State Building Commission and the State Construction Department. The State Building Commission is involved in establishing, reviewing and prioritizing construction plans, capital budgets, and long-range plans, including future building space needs. The State Construction Department serves a further role of reviewing, analyzing and studying construction needs and providing engineering and design review, among other functions. The State Building

Commission submits these plans and a request for funds to the legislature for the legislature's consideration.

Because of the State's role in planning for, constructing dictating the parameters for community college district facilities, the property owned by CWC should be zoned in the public/semi-public category or otherwise exempted from zoning requirements that conflict with the capital plans of the relevant State agencies. Of note, CWC's facility will involve state-appropriated funds.

2. CWC is in the process of discussions with the Association for the Stockhouse-Patterson Addition. The Stockhouse-Patterson Addition is subject to a set of private covenants. As you know, the Association has raised concerns about the impact that CWC's project may have on the Stockhouse-Patterson Addition. We have not yet reached an agreement with the Association on how these concerns may be resolved, but we have made a proposal to the Association in relation to traffic, parking and infrastructure. Because of the Attorney General opinion and because the private covenants are just that—private covenants—we do not believe that unresolved private covenant matters should halt the Town's consideration of the zoning map change and related applications.

Discussion:

1. The CWC property should be zoned public/semi-public based on an Attorney General opinion reviewed school district property and has reasoning directly applicable to Wyoming community colleges. The Wyoming Attorney General issued an opinion on whether a school district is "subject to the zoning authority of a city, town, or county." This Opinion Number 81-14 is attached as Exhibit A to this letter. The Attorney General came to the conclusion that school site selection is "within the authority of the State Board of Education, clearly a state agency" and thus "As to school site selection, the Wyoming legislature has delegated that authority to state and local school officials and thus preempted county officials from applying their zoning requirements to public schools." Meaning, because the State Board of Education and local trustees have the authority to site schools, city/town or county zoning is preempted.¹

The opinion specifically noted a state statute that provides that the State Board of Education is required to "Prescribe minimum standards with which public schools and other educational institutions receiving money from any state funds, except the University of Wyoming and the community colleges, must comply. Such standards relate to and include: . . . (B) Site selection and building and construction of public schools." Former W.S. 21-2-304(a)(i).²

Central Wyoming College is in a very similar position to school districts, and thus the Attorney General opinion should apply to CWC's property. Just like a school district,

¹ Of note, that Attorney General opinion went on to conclude that "a public school is subject to reasonable city-town and county building codes," a separate point from zoning considerations.

² This statute has been amended to remove a specific reference to "site selection," but the other provision noted in the attorney general opinion remains in place, that "Subject to review by the state construction department . . . for any project involving state capital construction assistance," a school district's board of trustees is empowered and required to "fix the site of each school building and facility considering the needs of the people of each portion of the district." W.S. 21-3-110(a)(x).

Central Wyoming College is a separate governmental subdivision, whose budgeting, siting and construction process is overseen by state agencies: the Wyoming Community College Commission, the State Building Commission and the State Building Department.

Central Wyoming College is a “community college district,” created by state statute, W.S. § 21-18-101, *et seq.* As a community college district, it is a subdivision of Fremont County. W.S. § 21-18-102(a)(viii). The full name of Central Wyoming College is “Fremont County Community College District, State of Wyoming.” W.S. § 21-18-301. Community college districts do not constitute a “school district.”³ Thus, the overall structure of community college districts must be reviewed in light of the reasoning in the Attorney General opinion.

In Wyoming, community college districts involve a mix of state level functions and county/community college district level functions. At an overarching state level, the “Wyoming Community College Commission” exists to establish a strategic plan for community colleges and to approve capital construction projects that involve state funds. W.S. § 21-18-201, -202(a)(v), -202(d)(v), -202(h). The seven-member Wyoming Community College Commission is appointed by the governor, with the advice and consent of the senate.

The Wyoming Community College Commission is required to:

- “Develop and maintain a statewide college system strategic plan for the delivery of educational programs in Wyoming by each college.” W.S. § 21-18-202(a)(v).
- “Approve all new capital construction projects in excess of one hundred thousand dollars (\$100,000.00) for which state funds are or could be eventually applied.” W.S. § 21-18-202(d)(v).
- “[R]eview, update and modify the statewide college system strategic plan. The plan shall clearly prescribe the components of the educational program and attach program components to statewide system priorities. This plan shall serve as the basis for state operational and capital construction budget requests and funding of the statewide college system for the applicable biennial budget period. In developing, reviewing and updating the strategic plan, the commission shall: . . . Include mechanisms within the planning process which adhere to the state's interests in establishing a statewide college system identified as assuring statewide access to academic programs, career-technical education and training programs, dual and concurrent enrollment programs, remedial and continuing education programs responding to needs of students, employers and the state

³ W.S. § 21-18-102(a)(xiv) (defines “school district” to exclude community colleges and community college districts); *see also Goshen Cty. Cmty. Coll. Dist. v. Sch. Dist. No. 2, Goshen Cty.*, 399 P.2d 64 (Wyo. 1965) (holding that community college districts are not school districts for purposes of constitutional debt limitations). We note that there is a state statute providing as to school districts (and not as to other governmental subdivisions) that “If a building owned by a [school] district meets the applicable standards . . . for use by the district to educate students and was previously used for the purpose of educating students, no municipal or county zoning requirements shall be construed or applied so as to prevent the district from using the building for the purpose of educating students, or to require the district to make any modification to the building as a condition of using the building for the purpose of educating students.” W.S. § 21-15-115(a). The 1981 opinion did not rely on this statute that applies to buildings that were previously used for education purposes.

workforce, including program access through outreach or coordinated electronic system technology.” W.S. § 21-18-202(d)(h).

Once approved by the Wyoming Community College Commission, all construction projects for community colleges require the involvement of two State agencies: the State Construction Department and the State Building Department. W.S. § 21-18-225. The State Construction Department first reviews budget requests and forwards these “recommendations for community college capital construction projects” to the State Building Commission. The State Building Commission prioritizes building needs for community colleges and processes and distributes state funds for buildings that have been approved by the legislature, after recommendations have been made by the State Building Commission. All disbursements of State funds need to be “in accordance with payment schedules established by rule and regulation” of the State Building Department, including approval by the State Building Department of project development, plans and change orders. W.S. § 21-18-225(j). All capital construction must comply with State Building Commission Regulations. W.S. § 21-18-225(b). The role of the State Construction Department in relation to community colleges has parallels to the role of the State Construction Department in relation to school districts. W.S. § 21-15-109.

The Wyoming Community College Commission, the State Building Commission and the State Building Department oversee the initial approvals for, and siting and construction of community colleges, according to rules and regulations adopted by those state agencies. State funds will make up a portion of the funding for Central Wyoming’s Jackson campus.

As the Wyoming Supreme Court has explained, “The authority of a municipality to adopt a zoning ordinance is limited by state statute, and the general grant of power to municipalities to adopt zoning laws in the interest of public welfare does not permit the local governing bodies to override the state law and the policies supporting it.” *Ahearn v. Town of Wheatland*, 2002 WY 12, ¶ 14, 39 P.3d 409, 415 (Wyo. 2002).

Because of the State’s involvement—which extends to a review and approval of the projected size and scope of CWC’s facilities, CWC’s property is subject to the same conclusion as was made as to school districts by the Attorney General.

In addition, municipalities often use public zoning categories to zone land owned by other governmental subdivisions. There are currently over a dozen properties in the Town of Jackson that are designated as public/semi-public zoning. Among these properties are St. John’s Hospital, properties associated with Teton County School District, the Teton County Courthouse, the Teton County Administrative Building, the public parking garage on Millward Street, Teton County Library, the Jackson Hole Fire House, the United States Post Office on Maple Way, and the administrative offices for Bridger-Teton National Forest. Each of these properties is controlled by the government or a governmental entity such as a school district or hospital district.

The LDRs allow for special purpose zones “for development and uses that are desired by the community, but not easily incorporated into the complete neighborhood and rural area zones.” Div. 4.1. Among the three types of special purpose zones are civic zones, which “accommodate

public and semi-public uses that are necessary to the community and require flexibility from the standards of the complete neighborhood and rural area zones.” Div. 4.2. And among the subtypes of civic zones are public/semi-public zones, which “may be under the control of federal, state, or local governments, or other governmental entities such as a school district or hospital district.” Div. 4.2.1. Exhibit B describes how two other jurisdictions (the City of Riverton and the City of Cheyenne) have zoned publicly owned property.

Like the various public/semi-public properties described above, the proposed new community college would be controlled by a governmental entity—Central Wyoming College—and would serve the civic function of promoting secondary education in Teton County. Therefore, there is a strong case for zoning the new campus as public/semi-public, which would allow Central Wyoming College flexibility to operate.

2. CWC is in the process of discussions with the Association for the Stockhouse-Patterson Addition. The private covenants applicable to the Stockhouse-Patterson Addition subdivision contain an architectural review process, where the Association has certain review and approval rights. In addition, those covenants provide a process for the Association to maintain and repair the private driveway, water and sewer systems that are part of this subdivision. These private covenants provide mechanisms for the private owners to work out any issues in relation to the common, private infrastructure. The questions that the Association has raised are going to be addressed, in their proper context—that of the private covenants.

As always, we are happy to discuss these matters further. Please let us know if you have any questions or concerns.

Sincerely,



Matt Kim-Miller

Exhibit A

Attorney General Opinion No. 81-14

See attached.

Westlaw.

1981 Wyo. Op. Atty. Gen. 75, 1981 WL 157757 (Wyo.A.G.)
(Cite as: 1981 Wyo. Op. Atty. Gen. 75, 1981 WL 157757 (Wyo.A.G.))

Page 1

1981 Wyo. Op. Atty. Gen. 75, 1981 WL 157757
(Wyo.A.G.)

Office of the Attorney General
State of Wyoming
Opinion No. 81-14

October 28, 1981

Lynn Simons Superintendent of Public
Instruction QUESTION #1:

What is a developer? Can a Laramie County
school District be a developer?

ANSWER:

See discussion.

QUESTION #2:

Is a school district subject to the zoning authority
of a city, town, or county?

ANSWER:

See discussion.

QUESTION #3:

Is a school district subject to the building codes of
a city, town, or county?

ANSWER:

See discussion.

QUESTION #4:

What fees may the City of Cheyenne or Laramie
County assess upon a school district pursuant to their
municipal police powers?

ANSWER:

See discussion.

PREFACE

Before engaging in any discourse on the statutes
and court decisions which have a bearing on these

questions, we want to preface our opinion by saying
that this matter presents a serious decision which
undoubtedly would be better resolved by clear and
unambiguous legislation formulated after open and
bigorous debate. But in view of present ambiguities
in the statutes, we offer the following as our opinion
after lengthy and cautious research and examination.

DISCUSSION OF QUESTION #1

What is a developer?

The term "developer" is not statutorily defined in
the planning and zoning or subdivision legislation for
either cities, towns, or counties. The term is defined,
however, under the joint Cheyenne and Laramie
County Subdivision Regulations as follows:

Subdivider or Developer. Any person who
causes land to be subdivided into a subdivision
for himself or others, or who undertakes to
develop a subdivision. Chapter II, Section 1. (aa)
1979.

The term "person," as used in defining a
developer, is defined in those same regulations as
follows:

Person. An individual, corporation,
government, or governmental subdivision or
agency, business trust, estate, trust partnership,
unincorporated association, or any combination
of the above, or any other legal or commercial
entity. Chapter II, Section 1(q.) 1979.

The term developer, employed in the city and
county regulations, is apparently intended to be
synonymous with the term subdivider.

For cities, the term "subdivision" is defined by
statute as "the division of a tract or parcel of land into
three or more parts for immediate or future sale or
building development." W.S. 15-1-501 (a)(iii).

For counties, "subdivider" means any person who
lays out any subdivision or parts thereof either for the
account of the subdivider or other." W.S. 18-5-
302(a)(vi). "Subdivision" means a division of a lot,
tract, parcel, or other unit of land into three (3) or
more lots, plots, units, sites, or other subdivisions of
land for the immediate or future purpose of sale,
building development or redevelopment, for
residential, recreational, industrial, commercial, or
public uses. . ." W.S. 18-5-302(a)(vii). For

counties, there are also certain exemptions. W.S. 18-5-303.

The critical statutory definition is that of a subdivision or subdivider of land. A city or the county is certainly free to use and define the term "developer," provided such definition does not attempt to expand and thus exceed the grant of authority expressed by the legislature in the cities' or counties' respective subdivision enabling legislation. See Attorney General Opinion 80-007.

Can a Laramie County school district be a developer?

The circumstances surrounding your request for an opinion reveal that this question might be more meaningfully asked as follows:

Is a school district subject to the authority of a city, town, or county to regulate real estate subdivisions, when developing school district lands for public school buildings or ancillary educational facilities? Cities, Towns, or Counties.

The construction of a public school building or ancillary educational facilities does not constitute the subdivision of land as defined either for cities and towns in W.S. 15-1-501(a)(iii), or for counties in W.S. 18-5-302(a)(vii). See Attorney General Opinions 81-010 and 79-035.

DISCUSSION OF QUESTION #2

We must examine this question separately as to cities and counties, their respective zoning authority not always being coterminous, (any contrary indication in Attorney General Opinion 81-002 notwithstanding).

Cities

City zoning authority is provided for in W.S. 15-1-601 to W.S. 15-1-611. The basic grant of zoning power is contained in Section 15-1-601, and reads in part as follows:

- (a) The governing body of any city or town, by ordinance, may:
 - (i) Regulate and restrict the:
 - (A) Height, number of stories and size of buildings and other structures;
 - (B) Percentage of lot that may be occupied;
 - (C) Size of yards, courts and other open spaces;
 - (D) Density of population; and
 - (E) Location and use of buildings,

structures and land for trade, industry, residence or other purposes; . . . (emphasis added). Construing the general language "or other purposes," as limited by the specific subjects of "trade, industry, [or] residence," it is our opinion that public school construction is not within the activities which may be regulated under this grant of authority. Town of Atherton v. Superior Court, 324 P.2d 328, 332-333 (Cal. App. 1958); 2A Sutherland Statutory Construction, Sec. 47.17 (4th ed. Sands 1973); State v. Copenhaver, 64 Wyo. 1, 184 P.2d 594 (1947); Witzenburger v. State, 575 P.2d 1100 (Wyo. 1978).

Counties.

County zoning authority is contained in two articles of Title 18, Chapter 5, Wyoming Statutes. Article 1 contains the enabling statutes on county regulation of sanitary facilities. Article 2 contains the general county zoning enabling legislation. See Attorney General Opinion 81-010. Both articles give counties the authority to regulate by zoning in the "unincorporated" areas of the county, as defined in W.S. 18-5-101.

W.S. 18-5-201 provides, in pertinent part:

To promote the public health, safety, morals and general welfare of the county, each board of county commissioners may regulate and restrict the location and use of buildings and structures and the use, condition of use or occupancy of lands for residence, recreation, agriculture, industry, commerce, public use and other purposes in the unincorporated area of the county. (emphasis added). Simple comparison of this provision with that of W.S. 15-1-601 reveals that public use is contemplated within the county's zoning legislation. However, by judicial decision, certain limits have been set on local zoning control with respect to public schools. A local government may not entirely exclude public schools from residential zones or from the boundaries of the municipality. 64 A.L.R. 3d 1087, 74 A.L.R. 3d 136; 6 Yokley, Zoning Law and Practice, Section 35-62 (4th ed. 1980).

Temperance of local zoning authority with regard to public schools stems from conflicting delegations of authority. Where cities and counties are given broad powers to regulate land use generally, school

officials are often given specific authority over school site selection. This same situation exists in Wyoming.

For the State Board of Education, the legislature has said:

(a) In addition to any other duties assigned to it by law, the state board [of education] shall:

i) Prescribe minimum standards with which public schools and other educational institutions receiving money from any state fund, except the University of Wyoming and the community colleges, must comply. Such standards shall relate to and include:

* * *

(B) Site selection and building and construction of public schools. . .

W.S. 21-2-304.

Subject to the authority of the State Board to establish minimum standards, school districts which are political subdivisions, Witzenburger v. State, supra, at 1110, 1113, fix the location of public schools. W.S. 21-3-110(a)(x).

In view of similar conflicts between school officials and municipal officials, the courts have applied one or more legal theories in order to resolve the dispute. The two most common legal theories applied by the courts are the doctrine of sovereign immunity and the theory of preemption.

Exemplary of the application of sovereign immunity is Hall v. City of Taft, 302 P.2d 574 (Cal. 1956). In that case, the California Supreme Court ruled that public schools were state property held in trust by local school officials, and as such, were exempt from the city's building restrictions. Involved in Hall were local zoning regulations and a municipal building code ordinance.

But in Port Arthur Independent School District v. City of Groves, 376 S.W.2d 330 (Tex. 1964), it was found that a school district was a political subdivision and not a state agency. Therefore, as a political subdivision, the school district was not cloaked by the state's sovereign immunity.

In Wyoming, minimum standards for school site selection are within the authority of the State Board of Education, clearly a state agency. Any waiver of sovereignty by the state must be clear and should not be inferred. Retail Clerks Local 187 v. University of Wyoming, 531 P.2d 884 (Wyo. 1975); Board of Regents of Universities v. City of Tempe, 356 P.2d 399 (Ariz. 1960). As to school site selection, the Wyoming legislature has delegated that authority to state and local school officials and thus preempted county officials from applying their zoning requirements to public schools. Town of Atherton v. Superior Court, supra; Hall v. City of Taft, supra; Board of Regents of Universities v. City of Tempe, supra.

DISCUSSION OF QUESTION #3

The authority to adopt and enforce building codes or regulations is related to and yet distinct from zoning authority. Both are exercises of the police power delegated by the state. Both deal generally with the manner of constructing, altering, or repairing physical structures. 62 C.J.S. Munic. Corp. Sections 224, 225. Although perhaps an over simplification, it may help to think of zoning as embracing the location and use of physical structures and building codes as addressing the condition and structural safety of buildings.

The Wyoming legislature recently amended W.S. 35-9-121 to provide, in part:

(b) The state fire marshal shall delegate complete authority to municipalities or counties who apply to enforce local or state fire, energy efficiency, building and electrical safety standards. The state fire marshal shall notify the governing body of the municipality or county of minimum fire prevention, energy efficiency, building and electrical safety standards and requirements of W.S. 35-13-101 and W.S. 35-13-102 and transfer jurisdiction and authority by letter. This delegation to local authorities does not evidence an intention to preempt the field of construction standards. As the state fire marshal's duties, before the amendment of W.S. 35-9-121 extended to public schools, those responsibilities now may be reposed in city or county officials upon proper application. W.S. 35-9-116.

Therefore, it is our opinion that a school district is subject to reasonable city and county building code requirements.

DISCUSSION OF QUESTION #4

It being our opinion that public school construction does not constitute real estate subdivision, and that it is not subject to city, town, or county zoning authority, no fees in connection with those activities may be charged. State v. City of Kansas City, 612 P.2d 578 (Kan. 1980).

But, it being our further opinion that a public school is subject to reasonable city-town or county building codes, those entities may charge reasonable fees in direct relation to services provided. Kansas City v. School District of Kansas City, 201 S.W.2d 930 (Mo. 1947); Hartford Union High School v. City of Hartford, 187 N.W.2d 849 (Wis. 1971); Unemployment Compensation Commission v. Renner, 143 P.2d 181 (Wyo. 1943).

Steven F. Freudenthal
Attorney General

Peter J. Mulvaney
Deputy Attorney General

Civil Division John W. Renneisen
Assistant Attorney General

Copr. (C) West 2006 No Claim to Orig. U.S. Govt. Works
1981 Wyo. Op. Atty. Gen. 75, 1981 WL 157757
(Wyo.A.G.)

END OF DOCUMENT

Exhibit B

Zoning of Governmentally-Owned Property in Other Jurisdictions

While some jurisdictions, like Central Wyoming College's home of Riverton and Fremont County, do not have a specific "public" zones within their zoning code, the City of Riverton does have the "Office and Institution" zone ("C-O"), which has been used to zone Central Wyoming College's campus. The Riverton Memorial Hospital (a public entity), and the Child Development Services of Fremont County, Inc., a nonprofit corporation, among other entities that are primarily public entities (though some private entities are included as having this zoning), also share this "Office and Institution" zone. Attached is an excerpt of Riverton's zoning map that shows CWC's main campus as being zoned Office and Institution. Per the Riverton zoning ordinance: "It is the intent of the office and institutional district 'C-O' to permit public, quasi-public, private, institutional and professional service uses."⁴

In addition, the City of Cheyenne—which has to deal with many state government buildings—has a "Public District" zone. And, the City of Cheyenne uses that Public District zoning for the many government building within that city.

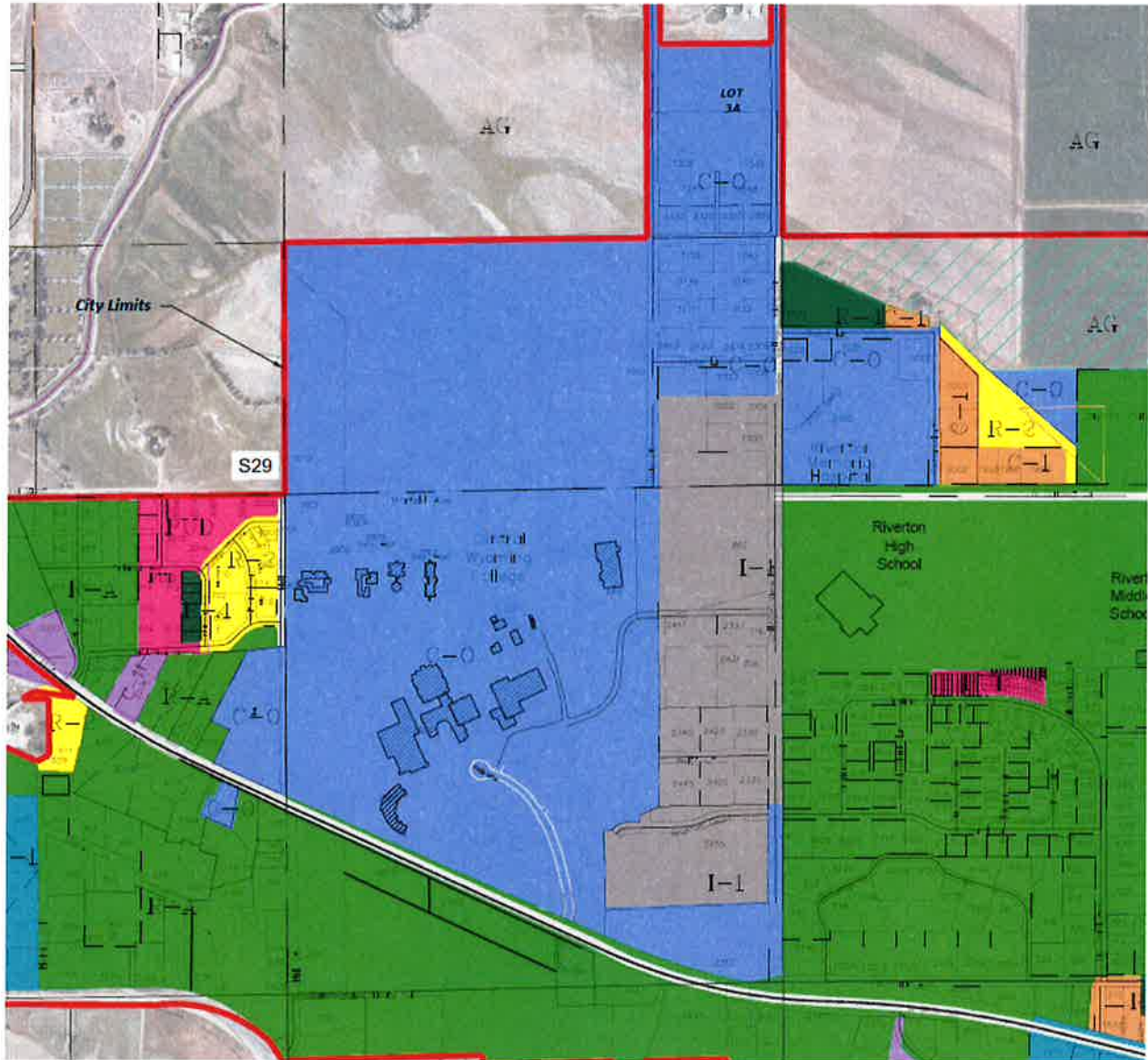
The light blue in the Cheyenne zoning map excerpt below relates to the Public District, which "is intended primarily for public sites, buildings and uses where activities conducted provide service to the public, including educational facilities, recreational areas, and community service facilities" and is "applicable to government buildings and uses in areas where it is necessary to support adjacent or nearby development with public services or facilities, and specifically the Parks and Open Space or Public and Quasi-public future land use categories in the Comprehensive Plan."⁵

See attached zoning maps:

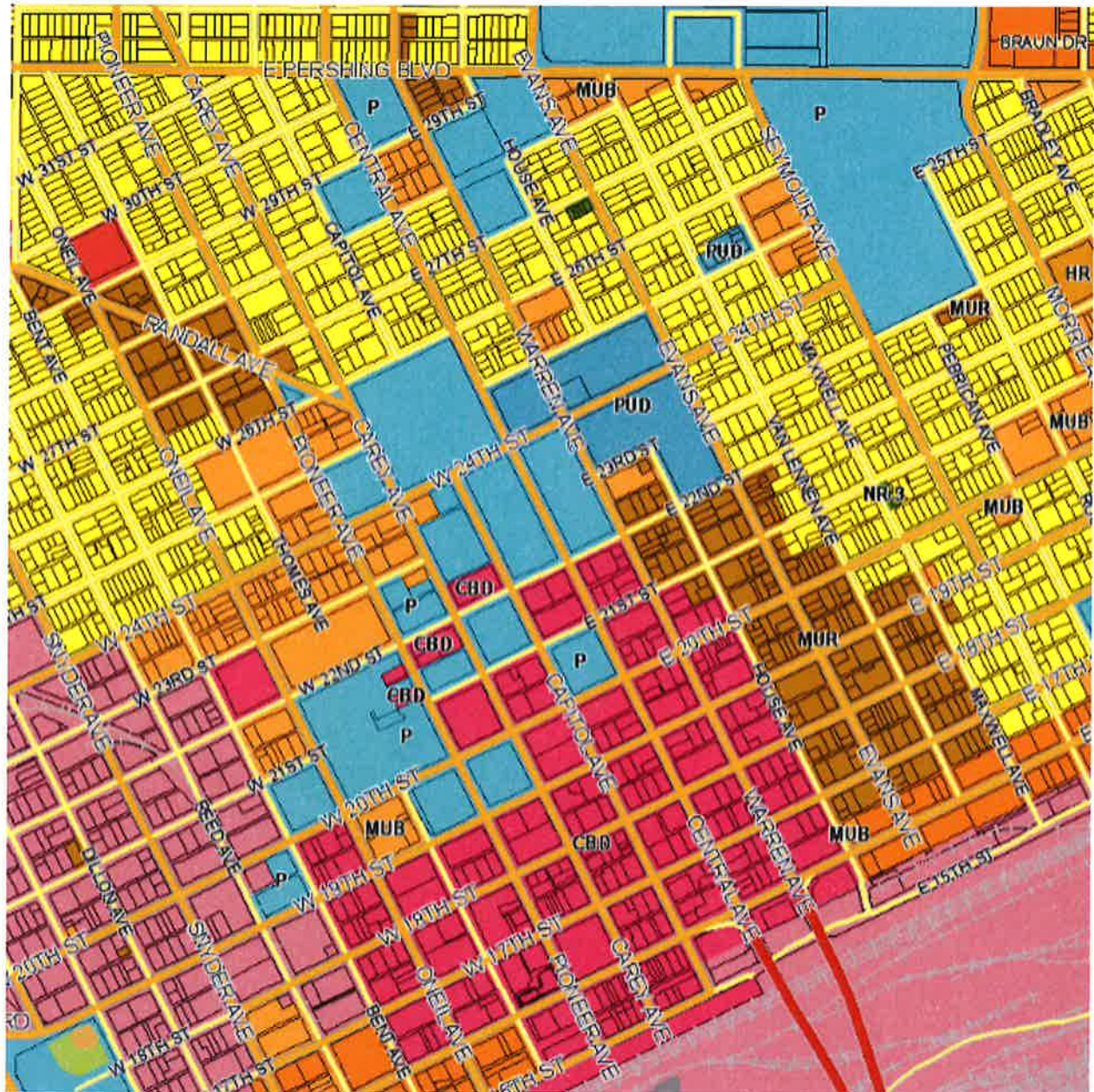
⁴ <http://qcode.us/codes/riverton/>.

⁵ <https://www.cheyennecity.org/DocumentCenter/View/26398/Entire-UDC-as-amended-171113?bidId=>

City of Riverton Zoning Map Excerpt



City of Cheyenne Zoning Map and GIS Excerpt





CENTRAL WYOMING COLLEGE – JACKSON CENTER PARKING MANAGEMENT PLAN - SCHEMATIC

Prepared by: Jorgensen Associates, P.C.

Date: August 27, 2018

Project No.: 17067

The Central Wyoming College – Jackson Center (CWC) is being developed on Lots 3 & 6 within the Stockhouse-Patterson addition to the Town of Jackson. This parking management plan considers the schematic design of the new building, its programming, and ensures parking demands are met on site and will not adversely impact adjacent neighbors and/or the Veronica Lane corridor.

Central Wyoming College - Jackson Center

CWC currently operates out of the Community Center for the Arts. The Science, Nursing, and Culinary Arts programs have specialized lab and classroom space requirements that require partnerships with Jackson Hole High School, St. Johns Medical Center, and the Elks Club to provide auxiliary spaces and to alleviate some of the classroom demands. The new Jackson Center will consolidate these programs within one approximately 18,000 square foot building. Note that offsite coursework such as Nursing, CNA, and outdoor classes will still have some portion of their programs off site or in the field. CWC Jackson is less than 500 feet away from 2 START Bus stop locations. Dense mixed-use development patterns exist in the area providing housing options within walking distance (< 1/4 mile) to the Jackson Center. Faculty and students residing in this neighborhood can readily utilize alternative modes of transportation to access the Jackson Center.

CWC does not operate as a traditional business with 8 a.m. to 5 p.m. standard operating hours. It is a college serving the needs of non-traditional students. As many of these students have traditional day time jobs, a significant period of their operation extends into the evenings (after 6 p.m.). This allows CWC the ability to distribute classes, etc. throughout the day in a manner that minimizes impacts. CWC is committed to accommodating their parking requirements by balancing supply with a series of strategies targeted and managing parking demand.

It is also important to recognize that CWC has the ability to manage how faculty and staff commute to the Jackson Center by imposing strategies that must be adhered to.

Parking Demand

Demand will be driven by the number of students, professors and administrative staff needing to be at Jackson Center at one time while courses are being taught. Therefore, the course schedule is the most impactful factor that will affect parking demand. The scheduling of courses is first designed to meet the needs and schedules of our community and then to work around community concerns such as traffic and parking. To that end, CWC is currently developing a scheduling model that will identify the number of students, instructors, and administrative staff



that will be in the building at one time on an hourly basis. The model will allow shifting of class times to minimize the number of students on site at one time. Currently the peak demand for parking during business hours is estimated to be 43 people between 11am and 12pm. The highest peak demand of 60 people will occur between 8pm-9pm when the remainder of the neighborhood will be less active.

The parking demand will be compared to national and local parking demands identified based upon vehicular occupancy rates. Surveying existing students, instructors, and administrative staff to develop a CWC specific data set will assess current travel behavior and mode share to compare with standard rates. Parking demand by hour will be calculated based on people present at one time. Preliminary indications using standard rates and the proposed schedule indicate that the site addresses the probable demand. None of the on-street parking spaces available on Maple Way are considered in the calculations, providing a sizeable off-site parking supply buffer as a contingent supply to ensure no CWC overflow parking impacts neighboring properties.

Parking Strategies & Management Program

Parking management refers to policies, programs and strategies that result in more efficient use of parking resources. One does not solve parking demand by simply building more parking. Too much supply can be harmful as it makes commuting in a single occupant vehicle too convenient thus generating more traffic on Veronica Lane and the adjacent street network. Therefore, when developing the site plan, putting a reasonable constraint on parking will allow parking management to make the site more efficient and reduce the amount of traffic generated CWC.

Parking strategies and a management program will be developed to ensure supply is adequate. Cost-effective parking management programs can usually reduce parking requirements by 20-40% compared with conventional planning requirements, providing many economic, social and environmental benefits.

Strategies will be implemented in successive tiers as appropriate. Tier 1 strategies are anticipated to begin immediately upon the school opening its doors at the new location.

- **Tier 1 – Alternative mode use requirements:**

- Schedule balancing – CWC has the ability to manipulate the class schedule in a manner that can alleviate peak parking needs on site.
- Provide promotional information to students, employees and visitors about transit (START), rideshare and taxi services, bicycling facilities, and overflow parking options. Educate about the benefits and need for alternative travel modes.
 - Provide incentives for students to use START - CWC has begun conversations with START to identify opportunities for partnerships
- Carpooling – Estimated at 1.3 persons per car. Provide priority located spots or other incentives for carpoolers
- Bicycling – Bike Racks for 30 bikes are provided, 1 for each car parking space



- Walking – Sidewalks are depicted in the site plan to provide an inviting environment for walking – Students can walk from nearby housing, START bus stops and on street parking on Maple Way.
- **Tier 2 – As built evaluation and Fees/Incentives**
 - Incorporate excellent walking facilities, including sidewalk upgrades if needed to allow convenient access to nearby destinations, overflow parking facilities and transit stops. This would require cooperation from the other lot owners and Home Owners Association. The current 40' right of way is large enough to accommodate 2 travel lane 1 row of on-street parking and 1 sidewalk (note that some vehicles are already parking in this space)
 - Conduct a 2nd round of building occupant surveys once CWC is operational to evaluate “build out” parking behaviors at Jackson Center and assess the need for imposing further management strategies such as specific fees and incentives.
 - Permit Parking - As much as possible, users should pay directly for the parking facilities they use. This will include an enforcement program. CWC has offered to provide this to the HOA.
 - Incentives could include discounts to local cafes and restaurants using punch cards for utilizing multimodal options among others
- **Tier 3 - Advanced Management Techniques**
 - Parking Study – Full study of Jackson Center and neighborhood demands will further alter scheduling and enhance incentive/fee program
 - Car share spots – Typically substitutes for 5 personal vehicles reducing 4 parking spaces.
 - Trip reduction program – cashing out parking spaces. Staff and students are offered, as an example, \$50 per month. This typically reduces automobile commuting by 20%.
- **Tier 4 – Offsite and Overflow** - Develop a contingency-based overflow parking plan that indicates where is available nearby if on-site facilities are full, and how and spillover impacts will be addressed. For example, identify where additional parking spaces can be rented if needed. Begin providing offsite parking opportunities including:
 - Public on-street parking supplies - Maple Way is underutilized in the evenings or highest peak periods for the Jackson Center
 - Satellite parking - Private partnerships with nearby entities with parking supplies or entities in the Town of Jackson that are close the Town Shuttle

PLANNING

Project Number	P18-047	Applied	2/21/2018	STOL
Project Name	Sketch Plan - CWC	Approved		
Type	SKETCH PLAN	Closed		
Subtype		Expired		
Status	STAFF REVIEW	Status		
Applicant	Jorgensen Associates, P.C.	Owner	FREMONT COUNTY COMMUNITY COLLEGE	
Site Address		City	State	Zip
235 & 255 VERONICA LANE		JACKSON	WY	83001
Subdivision		Parcel No	General Plan	
STOCKHOUSE-PATTERSON ADDITION		22411632429003		

Type of Review	Status	Dates				Remarks
		Sent	Due	Received		
Contact						
Notes						
Building		2/21/2018	3/14/2018			
Jim Green						
.....						
Fire	APPROVED W/CONDITIONS	2/21/2018	3/14/2018	2/23/2018		Please read notes
Kathy Clay						

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
MEMO					
FIRE REVIEW					

TO: Brendan Conboy, Associate Planner
Tiffany Stolte, Office Manager

FROM: Kathy Clay, Fire Marshal

DATE: February 23, 2018

SUBJECT: Central Wyoming College
235, 255 Veronica Lane
P18-046, 047, 048, 049

This office has received the request for a <summary of project> at the above location. The most current edition of the International Fire Code (IFC) and the 2017 edition of the National Electric Code (NEC) shall be used for building design.

PLEASE TAKE SPECIAL NOTE OF ALL ***STARRED*** ITEMS.

Comments include, but are not limited to:

General Requirements

1. Fire apparatus access shall be provided. (2015 IFC 503.1.1)
2. 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)
3. Portable fire extinguishers shall be placed in accordance with code requirements. (IFC 906).
4. Interior finishes shall meet fire code requirements. (IFC Chapter 8)
5. Means of egress shall meet fire code requirements. (IFC Chapter 10)
6. The means of egress, including exit discharge, shall be illuminated at all times building space served by means of egress is occupied. (IFC 1008.1)
7. Any hazardous material storage shall meet fire code requirement. (IFC Chapter 27)
8. Should any fuel-fired appliances be installed, requirements for carbon monoxide detection shall be followed. (IFC 908.7)
9. Final fire inspection shall be required before certificate of occupancy is released.
10. Plans submitted to Fire Department for review shall consist of one set of paper plans and one set of electronic plans (CD, thumb drive, or PDF format).

Sprinklers

1. As determined by the Building Official, the structure will have an automatic fire sprinkler system in accordance with appropriate NFPA standard for the occupancy type. (IFC 903.2.7) Unless specified within construction document notes, systems shall be designed to NFPA 13.
2. Fire Department Connection (FDC) location shall be determined by the AHJ and noted in the fire sprinkler plan review.
3. Knox Box shall be installed in an approved location at each structure having a fire sprinkler system. (IFC 506.1)
4. Water main shall be installed in accordance to NFPA 13 and NFPA 24 to provide for proper clearances, seismic requirements, flushing and hydro testing. (IFC 901.4.1)
5. Fire flow requirements shall meet Appendix B of the International Fire Code.
6. Pitot water flow test is required on all new fire sprinkler installations for NFPA 13R and NFPA 13 systems. Plans will not be approved without certified test. (NFPA 291)
7. Horn/strobe shall be installed above the fire department connection. (IFC 912.2.2.1)
8. Room which houses fire sprinkler riser shall be no less than 5' x 7' in dimension and shall be accessible from outside grade. (IFC 903.2.11.1.1)
9. Concealed spaces within NFPA 13 protected structures having combustible materials shall comply with the requirements and may require additional protection. (IFC 903.3)
10. Exterior overhangs exceeding 4 feet shall be protected using fire sprinklers when combustible construction is used (NFPA 13).

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
11. Exterior egress stairways built of combustible construction shall be protected with fire sprinklers (NFPA 13).					
Alarms					
12. Building shall have a complete alarm system per NFPA 72. A full set of fire alarm plans from a fire alarm contractor shall be submitted with all calculations and cut sheets of all equipment.					
(IFC Chapter 9)					
13. Tactile appliances shall be installed where needed to notify occupants unable to see or hear emergency alarms, per most current edition of NFPA 72.					
14. Audible appliances provided for the sleeping areas to awaken occupants shall produce a low frequency alarm signal per most current edition of NFPA 72.					
15. Any structure with Group R occupancy shall have required carbon monoxide detection as required. (IFC915.1)					
Elevator, if provided					
16. Elevator shall comply with ASME A17.1 with Phase I and Phase II of elevator emergency operations; subject to recall if required. (IFC Section 607)					
Kitchen Fire Suppression					
17. Commercial cooking hood exhausting foods creating grease laden vapors shall be of Type I and follow requirements of the International Mechanical Code. (IFC 609.2)					
18. The automatic fire extinguishing system for commercial cooking systems shall be tested in accordance with UL300. (IFC 904.1)					
19. Horn strobe shall tie into the fire extinguishing system under the commercial hood and be placed to alert occupants in the dining area (IFC 904.3.4)					
Please feel free to contact me if you have any further questions at kclay@tetoncountywy.gov or 307-733-4732.					
Legal	APPROVED	2/21/2018	3/14/2018	3/14/2018	
A Cohen-Davis					
Parks and Rec	NO COMMENT	2/21/2018	3/14/2018		
Steve Ashworth					
Pathways	APPROVED W/CONDITI	2/21/2018	3/14/2018	3/21/2018	
Brian Schilling					

Type of Review	Status	Dates		Remarks
		Sent	Due	
Contact				
Notes				
(3/21/2018 3:49 PM STOL)				
P18-046 to 049, 235 and 255 Veronica (CWC) Pre-app				
Comments from Teton County/TOJ Pathways Department				
Status: approved w/conditions				
• General - o This area of town is highly supported by transit and convenient bicycle access to housing and other destinations throughout town. The development should prioritize access by bicycling and walking, and de-emphasize the standard car-oriented style of development seen in many of the surrounding properties. Given that it's a college building, it should include outstanding bicycle parking facilities, comfortable sidewalks, and elements that make walking and biking a viable, preferred option. The site should not be dominated by car-oriented infrastructure. (Currently half the site is dedicated to car access and parking). - o Dedicate more space to infrastructure that supports the purpose of this development—learning, and less space to storing personal vehicles. - o Make transit access a priority. • Bicycle Parking - o Given the location, type of use, and parking plan of the proposed development, there will be a high demand for bicycle parking. - o Bicycle parking is a critical element for a college building. - o Staff supports crediting the bike parking toward the development's overall parking requirement. - o The bike parking should ideally be a mix of short-term (for visitors, frequent/regular use) and long-term (for employees etc.). ? Short-term parking (for visitors or guests parking for a few hours or less): the recommended style for short-term bike parking is one or more "single inverted-U" racks. "Wave," "ribbon," and "toaster" style racks shall not be used. The best location for a rack area is immediately adjacent to the entrance it serves. The rack area should be as close as or closer to the front entrance than the nearest car parking space, visible from the front entrance, hardscaped, and should not obstruct pedestrian flow. ? Long-term parking (for employees/residents parking for more than a few hours—i.e. all-day or overnight): the recommendations for long-term parking include providing a secure, conveniently-accessed, well-lit, covered area with racks or lockers that will protect bikes from rain, snow and other elements and deter bike theft. The area does not have to be immediately adjacent to the access door for the business or residence, but should be located in a secure or monitored location or in a locked enclosure. Clustered bike racks, wall racks, or external bike lockers (i.e. not an indoor closet) are appropriate. - o At least one bike parking space should be provided for each car parking space. - o The bike parking should be constructed on a concrete pad. A grass surface will quickly deteriorate into mud from foot traffic during wet seasons and will be difficult to keep clear of snow. Also, a concrete surface will provide a more secure mounting surface for the racks and will discourage theft. - o The proposed location indicated on sheet A-01 works—concrete surface, near the main entrance—but it appears that there may be a capacity issue. It will be difficult to fit a sufficient number of racks in the indicated space. - o The rack area should be covered to provide sheltered parking, even for short-term parking. - o Staff supports including the bike parking towards the landscape surfacing requirement so that bike parking does not detract from the applicant's landscape requirements. Conversion of a car parking spot to bike parking would also be supported. - o Rack details and locations should be shown on site plans. - o Jackson Hole Community Pathways will be happy to provide additional background information and guidance on site selection, layout, rack specification, and rack installation. • Sidewalks - o Sidewalks should be buffered from adjacent travel lanes by vegetation and/or surfacing. - o On Veronica Lane, the row of trees should be placed adjacent to the curb to provide a buffer between the street lane and the sidewalk. The sidewalk should still be offset from the building face enough (at least 2') with vegetation or softening features that there is a 6' minimum clear space for pedestrians to walk. The proposed curb line along Veronica Lane could be moved to the east if necessary in order to accommodate an improved cross section. - o Similar concern for the access road to the parking area—make this a detached sidewalk so that pedestrians are not walking immediately adjacent to the travel lane.				
Planning	NO COMMENT	2/21/2018	3/14/2018	See Staff Report
Brendan Conboy				
Police	NO COMMENT	2/21/2018	3/14/2018	
Todd Smith				

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Public Works Brian Lenz (4/5/2018 6:21 PM BTL) Sketch Plan Review – APPROVED with Conditions	APPROVED W/CONDITI	2/21/2018	3/14/2018	4/5/2018	
P18-047 Jorgensen Associates, Brendan Schulte; for Central Wyoming College 235 & 255 Veronica Lane 4/5/2018 Brian Lenz, 307 733-3079					

*The following comments are being provided for use in preparation of future Development Plan submittals and are required for sufficiency.

In addition to the required Town of Jackson submittal requirements, The Engineering Department requests applicants to submit plans, documents, etc in electronic PDF format in addition to the standard paper submittal(s). Please submit these materials through Tiffany Stolte of the Planning Department (tstolte@jacksonwy.gov).

PRIOR TO DEVELOPMENT PLAN APPROVAL:

A construction-staging narrative and plan shall be submitted.

A detailed potable water system plan shall be provided on the plans consistent with the LDR's. This plan shall include but is not limited to:

1. Backflow device type, size, and locations
 - a. This development shall be equipped with a Reduced Pressure Principal Valve Assembly.
 - b. Any additional backflow prevention required by code, or recommended by the design engineer, shall be installed on the lab fixtures.
2. Water meter sizes and locations
3. Calculations, methodology, and modeling supporting the water calculations in the Engineer's Report, including fire demands.
 - a. Modeling and calculations should show if any upgrades to the water supply structure are required for this project. The Town's water supply lines in Maple Way are only 6-inch diameter, and the line in Veronica is only 4-inches.
 - b. A flow test of the Patterson-Stockhouse hydrant is recommended to verify modeling.
4. Consideration of the design to minimize the number of abandonments and connections to the water main, e.g. can the 4-inch service be tapped from one of the 1-inch abandonments.
5. The Town's understanding of the 4-inch private watermain in Veronica Lane is that it is not constructed to current Town Standards, and is not constructed of standard potable water supply materials, which should be considered in the design.

An irrigation system design (if applicable) with backflow system plan shall be provided on the plans consistent with the LDR's.

A detailed sanitary sewer system plan shall be provided on the plans consistent with the LDR's. This plan shall include but is not limited to:

1. Calculations, methodology, and peak flows for the wastewater calculations shall be included in the Engineer's Report.
2. Provide additional information on the lift station referenced in Engineer's report.
3. Consideration of the design to minimize the number of abandonments and connections to the sewer main, e.g. can the new 6-inch service and manhole connect at one of the 4-inch abandonments. Is a 4-inch service adequate and utilize one of the existing services?
4. The proposed doghouse manhole does not meet TOJ standards and should be installed as a pre-cast base with boots.

A Wyoming DEQ permit to construct is required for the construction of the water and sewer utilities.

Where ToJ standard details are used, use the latest standard detail, e.g. the typical trench detail does not meet the Town's standards. Providing a reference to the standard detail used is helpful for review purposes.

A detailed stormwater management plan for the site shall be provided on the plans consistent with the LDR's.

1. Pollution Abatement. Where a physical development, use, development option, or subdivision will cause the introduction of new pollutants into the runoff water, adequate provision shall be made for the storage, treatment, and removal of such pollutants.

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
2.	Review storm water calculations for the pavement C value and weighted C value. It appears to be zero in this application.				
3.	Underground infiltration systems require a notice of intent filed with the Wyoming DEQ for a 5D2 Rule Authorized UIC permit for storm water drainage facilities.				
4.	Results of 2018 groundwater monitoring.				

A complete grading and erosion control plan shall be provided on the plans consistent with the LDR’s. This plan shall include but is not limited to:

1. Proposed contours, spot elevations, break lines, tie ins to adjacent road and property grades.
2. Snow Storage area calculations; porous paver details. Clarify if snow storage takes up parking spaces.
3. Provide runoff routing information for the roof and it’s drains.
4. A pre-application conference for engineering will be required prior to building permit submittal.
5. ADA parking and access isle dimensions.
6. Dimensions of Parking along the building and sidewalk to allow for 2-feet of overhang. Rough scaling of the plans shows 18-foot long spaces with only a 5-feet wide sidewalk, which would reduce the sidewalk to less than 4 feet with a 2 feet overhang.
7. 3-inch-thick paving in two 1.5-inch thick lifts is not typical
8. Review water and sewer crossing detail. Notes 1 and 2 are the same.
9. Design engineer shall be required to inspect and certify final grading.

Public sidewalks and accessible route sidewalks shall conform to ADA standards.

Veronica Lane does not meet the standards for on street parking, which has been an issue, and could impede emergency access. No parking signs should be installed with the project.

For ease of review, it helps if the architecture, existing conditions, and civil plans are oriented the same way.

PRIOR TO BUILDING PERMIT APPROVAL:

The applicant shall be required to submit for Town Engineer and Planning Director approval a detailed construction staging/phasing plan and narrative on the expected public impact.

A complete and detailed landscaping plan shall be required.

All work to be completed within the Town’s right-of-way shall be specifically addressed.

PLEASE BE ADVISED THAT:

A Public Right-of-Way (Encroachment) Permit is required for any work within the public right-of-way.

Water and sewer services to be abandoned for the project shall be abandoned at the main.

Infrastructure improvements necessary to meet the capacity demands and requirements for the proposed development shall be the responsibility of the developer. The Town of Jackson is not responsible for upsizing or extending of potable water, sanitary sewer, or storm drainage to meet development needs so long as the existing utility systems are within a reasonable distance of the subject property.

Nothing in this approval constitutes an endorsement by the Town of Jackson of the construction or the design of the facility described herein.

This approval does not relieve the applicant from any duty to obtain any other permit or authorization that may be required by any provision of federal, state or local codes and ordinances; nor does it permit violation of any section of federal, state or local codes and ordinances.

J:\Public_Works\Engineering\DEVELOPMENT BY ADDRESS\VERONICA_LANE\225-235\APPLICATIONS\P18-046-049 SKETCH\P18-047 SKETCH Plan APPROVED w Conditions.docx

TC Housing Authority	NO COMMENT	2/21/2018	3/14/2018	2/21/2018	No Housing Requirement
Stacy Stoker					

From: Todd Cedarholm
To: [Don Frank](#)
Subject: Meeting Oct 1
Date: Tuesday, October 02, 2018 8:30:39 AM

Hi Don,

I know it sounds trite but thanks for your service. I don't believe most people understand what you guys do up there behind that bench but it isn't easy and you do it well.

A comment on the CWC application(s). I think the Planning Dept has put you, Town Council, in between a rock and a hard place. In my experience, the normal sequence for applications like this one is to deal with the zone change first before any detailed development application is received. By asking you to review a zone change and development application together, the applicant has an unwarranted expectation that the zone change is a done deal. The planners may have not expected any push back from the neighborhood and in the interest of efficiency encouraged the applicant to bring it in all at once.

I enjoyed your push back on Jim's parking lot comments!

Best to you and the family.

Todd Cedarholm, PLS
OSLS, Inc
PO Box 12290
155 West Gill Ave
Jackson, WY 83002
Office (307) 734-6131
Cell (307) 413-1219
todd@onsightsurvey.com

From: [virginia.march](#)
To: [Town Council](#)
Subject: Re-zoning of Veronica Lane
Date: Wednesday, October 31, 2018 8:44:17 PM

Dear Jackson Town Council,

I'm contacting you in support of approving the re-zoning of the Veronica Lane site for CWC to Public/Semi Public. This zoning change will allow CWC Jackson to move forward with their proposed facility which will benefit all members of our community.

Veronica Lane is an appropriate locality for CWC. Money has been approved for the land, architecture and engineering fees. To move this project forward we must have your vote to re-zone the area to PSP, which is the next needed step.

Thank you for your consideration. Sincerely, Cynthia Day Wilson, Wyoming

From: [Peggy Gilday](#)
To: [Pete Muldoon](#); [Don Frank](#); [Hailey Morton Levinson](#); [Bob Lenz](#); [Jim Stanford](#)
Subject: Town Council vote next Monday regarding CWC
Date: Wednesday, October 31, 2018 5:29:24 PM
Attachments: [image002.png](#)

To Members of Jackson Town Council,

Thank you for your continued service to our town.

This coming Monday, coming before you will be the P/SP zoning request for Central Wyoming College on the Veronica Lane site. I urge you to vote in favor of the request for the following reasons:

- Our community voted in support of the SPET tax for CWC on this site and this next step is integral to the project's progression. With large increases in land and construction costs, as well as cumbersome development processes, the time is now to continue to give CWC a chance for a permanent home.
- There are many positive attributes to this location for the CWC campus – walkability, access to paths, transportation, and varied services and amenities. Due to this excellent location, in concert with creative solutions and incentives provided by the college to staff and students, parking requirements may be lessened to address parking concerns.
- CWC is the only community college in Teton County and provides higher education opportunities, resulting in skilled labor and opportunities for expanding the minds of our community members.

Feel free to contact me with any questions or comments. I appreciate your consideration in this manner. Best regards,

PEGEMAILSIG122217



gydearchitects.com

From: [Jeff Rice](#)
To: [Town Council](#)
Subject: Rezoning Decision
Date: Wednesday, October 31, 2018 2:50:25 PM
Attachments: [image001.png](#)

Dear Jackson Town Council,

While the comments below were provided to me by the CWC, please know that I genuinely subscribe to them and hope you will make good decisions to support the needs here. As a local resident of 26 years and business owner/operator with 140 employees, this endeavor will provide critical long term value for our community on multiple levels. Please work to find the solutions necessary to move this forward. As a supporter of Central Wyoming College's vital presence in Jackson and Teton County, I'm contacting you today in support of approving the rezoning of the Veronica Lane site to Public/Semi-Public. This zoning change will allow CWC-Jackson to move forward with their proposed facility, which our community has needed for a long time.

The Town and County supported this current site and its placement on the SPET ballot. My fellow community members approved money for land, architecture, and engineering fees to move this project forward. The re-zoning to PSP would be the next step in the process to ensure CWC-Jackson's future. This site is appropriately located in a walkable part of town in close proximity to START Bus service, a grocery store, pathway system, post office, restaurants and other amenities. Veronica Lane is the appropriate place for CWC-Jackson. CWC-Jackson is Teton County's only community college and provides an essential need of higher educational opportunities, continuing education, English as a Second Language programs, and concurrent credit opportunities for high school students to our community. CWC-Jackson has been serving Teton County for over 40 years and the time is now to ensure their future home and program can continue into the next 40 years. Our community is in dire need of skilled labor – nursing, culinary and hospitality are in high demand and currently have a 100% employment rate upon graduation. CWC's future home will allow those programs to double capacity for students seeking to learn these important skills. Time is of the essence. Jackson construction costs continue to climb year after year to the tune of 10-12% in increased costs per year. CWC-Jackson and CWC are ready to invest in the future of Teton County students and costs can be saved by moving quickly on this opportunity. I understand there

are challenges related to parking; however, I trust that the college will work collaboratively with its neighbors, town, and within a parking management plan to come up with creative solutions. The value of having **a full-fledged college** for our community cannot be understated. **It is worth any struggles we'll need to overcome** to give our Town and County a true community college facility.

Thank you for your hard work and service! It counts!

Jeffrey S. Rice

Jackson Whole Grocer

jeff@jacksonwholegrocer.com

307-733-0450 Store

307-690 -7900 Mobile

www.jacksonwholegrocer.com



PO Box 8609

1155 S. Highway 89

Jackson, WY 83002

October 30, 2018

Dear Jackson Town Council,

I'm writing to urge your vote for rezoning Veronica Lane in order for CWC to move forward with their facility construction, which as you know, has already been supported in the SPET ballot.

For seven years in the early 80s I taught classes for CWC which enabled many teachers to earn their necessary continuing education credits. Over the past thirty years I have also taken many CWC classes for my own personal growth and interest. As a past high school teacher in this district, and most recently as a retired Teton County public librarian with 27 years service, I saw first-hand how this college has served many individuals – whether those who couldn't afford the move to a university setting, those who desired the academic stimulation or those who needed the educational opportunities it offered.

With your support CWC will continue to nurture individual's personal and professional growth while helping satisfy our unique need for a more skilled labor force. This is by far more important to me than monies allocated for future hotels, restaurants and recreational activities supporting tourism.

Your vote for this rezoning will show that you, too, recognize the need for CWC's stability, permanence and value in our valley. Thank you,

Debbie Schlinger

From: [Tom Montgomery](#)
To: [Pete Muldoon](#); [Hailey Morton Levinson](#); [Jim Stanford](#); [Don Frank](#); [Bob Lenz](#)
Subject: Veronica Lane rezoning for CWC
Date: Thursday, November 01, 2018 8:20:33 AM

Dear Pete, Hailey, Jim, Don and Bob,

Please approve the rezoning of the proposed CWC Veronica Lane site. While rezoning in Jackson is a political hot potato, I can't imagine a project more worthy of your complete support than this. To my mind, there will be indisputable community-wide benefits if we grow and strengthen higher education opportunities in Jackson. Therefore, I am hoping for unanimity from the council when it comes to this vote.

With thanks,

Tom Montgomery

P.O. Box 1962
Jackson, WY 83001
307.413.6584 cell
tommontgomery26@gmail.com



November 2, 2018

VIA EMAIL

Mayor Muldoon
Town of Jackson, Town Council
Jackson Wyoming 83001

Re: Items P18-047, 048 & 049 – CWC/Veronica Lane (Nov. 5th Meeting)

I am writing to you today to voice our strong objection to Central Wyoming College's (CWC) request for a Zoning Map Amendment from Commercial Residential-3 (CR-3) to Public/Semi-Public (P/SP) on their two lots purchased with SPET funds in the Stockhouse-Patterson private subdivision. I represent PML, LLC which is the adjacent property owner located at 275 Veronica Lane, within the Stockhouse-Patterson private subdivision.

I make reference to the SPET funds because I think it is important for the Town Council to remember that the precise location of the CWC proposed building as well as the proposed size and scope of the building, were not known at the time the SPET was put on the ballot in May of 2017 (below):

Proposition #3: Central Wyoming College (CWC) - Jackson Center \$3,820,000.00 for the purpose of funding acquisition of and, easements, planning, design, engineering, and construction of a new Central Wyoming College (CWC) - Jackson Center that shall hold classrooms, medical/science labs, offices, and a commercial kitchen. This project is sponsored by Central Wyoming College.

I actually voted for the CWC SPET Proposition as it was stated on the ballot, and fully support CWC, however the size and scope of the current proposed project does not belong within the Stockhouse-Patterson subdivision; the subdivision simply cannot support such a project from both an infrastructure (sewer, parking, roadway, etc.) and safety (narrow private road, congestion and blind spots turning left onto Maple Way, etc.) standpoint. No discussion was had with Stockhouse-Patterson HOA or Board before CWC purchased the two lots with the SPET funds, which it seems they did without the project conforming to the current Zoning, as well as the subdivision CC&Rs. I guess that is why we are here, they want to squeeze a square peg into a round hole (change zoning, get

CUP, etc.) and have the remaining owners within the subdivision bear the cost and impact of such changes.

I will not get into the increased traffic, parking, and all of the other incidental problems with the project since our main concern at this time is the proposed Zone Amendment. We have discussed the Town taking over the road to help mitigate the impact, but who is to pay for that? Again, the neighbors surrounding the project?

I respectfully request that the Town vote NO on the proposed Zone Amendment and help CWC to realize that a 17,358 square foot building just cannot be located where they have proposed – within the Stockhouse-Patterson Private Subdivision.

Thank you for your consideration,



Michele Barry



PACIFIC MARINE LOGISTICS, INC.

PO Box 14580, Jackson, WY 83002 • 275 Veronica Lane, Suite 202, Jackson, WY 83001 phone • 307-734-1445 fax • 307-734-2715

Hoke & Co. LLC

November 2, 2018

Mayor and Councilmen
Town of Jackson
Jackson, WY 83001

RE: CWC Zone Change and Sketch Plan

Dear Mayor Muldoon and Councilmen:

On Monday you will be hearing the CWC proposal for a zone change and sketch plan proposal in the Stockhouse-Patterson private subdivision. We own the two lots directly east of CWC. There are only eight lots in total in the subdivision. While we support the work of the College, we have grave concerns about its size and impact on Veronica Lane.

When CWC bought their two lots with SPET tax money, there was a lack of foresight on what their impact would be on the subdivision. Now they are attempting to force an elephant's foot into a ballet slipper. The zone change, sketch plan approval and CUP should all be considered as a package, not piecemeal, with clear appreciation on the impacts to the other five lot owners.

You have heard much discussion about CWC parking, or lack of, and problems associated with the greatly increased ingress and egress from Maple Way to Veronica Lane. We have safety concerns associated with illegal parking on Veronica Lane and the lack of police enforcement and access for fire protection. The staff report has said little about the impact on our private infrastructure: water and sewer, road maintenance and snow removal in our subdivision.

By allowing a public/semi public zone change for CWC, you will be placing the burden of support on five private landowners. We in effect will be subsidizing a community college that benefits the entire Valley. We cannot support this zone change unless the CWC approval is unconditionally tied to Town annexation of Veronica Lane. If annexation requires upgrades to the infrastructure, then that should be the sole responsibility of CWC.

Thank you for your consideration of our concerns. We hope the outcome will be reasonable and fair to all concerned.

Sincerely,

A handwritten signature in dark ink, appearing to read "B. Hoke + Liza Hoke". The signature is fluid and cursive, with a large initial "B" and a long horizontal stroke extending to the right.

Liza and Bland Hoke
Managers, Hoke & Co LLC



Central Wyoming College
2660 Peck Avenue
Riverton, Wyoming 82501

The Honorable Pete Muldoon
Town of Jackson
150 East Pearl Avenue
P.O. Box 1687
Jackson, Wyoming 83001

November 5, 2018

Dear Mayor Muldoon and Town Councilors,

Thank you for all the time you have given to discussing, reading and considering our CWC-Jackson project. We appreciate all the support we have received from the community over the last 40 plus years and from elected officials who recognize the value of community colleges and educational opportunities.

A permanent home for Central Wyoming College – Jackson has been in the works for over eight years now, and we are so close to having a home in an appropriate location. We believe our currently proposed location on Veronica Lane makes the most sense for the college and the community. Located near START Bus, pathways, grocery, restaurants and other amenities means that our students and faculty have a very walkable campus which strongly supports public transportation to and from classes.

We know that our neighbors have serious concerns over the size of our proposed building, parking, and water/sewer issues. We hear them and understand these concerns. Central Wyoming College, the State of Wyoming Building Commission, and Jorgensen Associates have and will continue to work with the HOA to address these concerns.

Central Wyoming College buildings are under the State of Wyoming Building Commission and have to go through the state's process and their programming. Their requirements and standards determined our building size.

Our top two programs – nursing and culinary require a lot of space since they entail commercial kitchens, chemistry labs, and separate classrooms. These Teton County programs have a 100% employment rate upon graduation. We are very proud to have such exemplary programs given the fact that our current students are meeting in many different places across Teton County including our classrooms located in the Center of the Arts. A future permanent home will

provide the opportunity to grow these programs and provide state-of-the-art equipment and labs for our students.

Parking is also a concern to our neighbors. Central Wyoming College will work with staggering our class schedules, providing incentives to students and faculty alike, and continue to engage in conversations with larger parking lots surrounding our campus to address parking concerns. We honestly feel that its location near START and pathways is crucial to making these incentives successful and we are committed to supporting alternative transportation by providing bus passes, bike storage, and possibly our campus could be a location for START Bike as well. Teton County is a prime community to incentivize these alternates as so many locals are already using these modes to commute to work, school and activities.

Above all, we are excited about the next 40 years in Teton County. We plan on building on our successes and striving to provide Teton County with exceptional educational programming through professional degrees, talks, classes, and outreach. We are incredibly proud of our recent "Nations Within a Nation" discussions on Native American identity and history as well as our recently released "Inspired Kitchen: Recipes from CWC's Culinary Arts Program" cookbook. These programs and avenues for creativity are essential for our community's health and well-being. Your support means Central Wyoming College will have a permanent home in Teton County for years to come and we will have the opportunity to continue to build upon our programming and educational outreach. Jackson and Teton County deserves a full-fledged college and the Veronica Lane site is a great, central location.

Thank you again for your consideration, and we look forward to working with the Town of Jackson and their incredible staff as we move forward together.

Sincerely,



Dr. Brad Tyndall
President, Central Wyoming College



Susan Durfee
Director, Central Wyoming College-Jackson

From: [Brendan Conboy](#)
To: ["Jim Stockhouse"](#)
Subject: RE: Proposed Zoning Change for CWC
Date: Friday, April 27, 2018 11:18:00 AM

Hi Jim,

Thank you for your comments. I will attach your comments to the staff report packet. The Planning Commission hearing is this coming Wednesday, 5/2, at 5:30 p.m.

Regards,
Brendan

From: Jim Stockhouse [mailto:daddcorp@gmail.com]
Sent: Friday, April 27, 2018 11:01 AM
To: Brendan Conboy <BConboy@jacksonwy.gov>
Subject: Proposed Zoning Change for CWC

Dear Mr. Conboy:

I am writing this email to express my concerns on the application for zoning change from the current AC ZONE to Public/Semi Private Use. This will increase the size of the building allowed and FAR. I was a co-developer of the Stockhouse/Paterson Addition and the only remaining developer with lot ownership in the subdivision. I am also a codeclarant of the CCR's and the only declarant with an interest in the subdivision.

I am concerned with the size and scope of the proposed building and its affect on traffic, parking, infrastructure, snow storage, increased impermeable surface area / water runoff, and general aesthetics in the subdivision.

At 17,358 square feet (SF), that is more than half again (158%) as big as the Hoke building, the largest building in the subdivision, on the same sized two lots. The application states "Parking will be confined to the site and off Veronica Lane." If all lot owners park their customers/patients/students on Veronica Lane, two cars would not be able to navigate Veronica Lane, passing in opposite direction. I was not allowed to count parking on Veronica Lane towards my parking requirements. I believe I was required to provide a parking space for each 300 SF. My building is 4,490 SF so that was 16.63 parking spaces. I planned 17 when I built. I realize there are different parking requirements for different proposed uses and at the time, more parking was required for a medical office than general office space but the parking requirements got higher after I built and I think a school will have more traffic than a medical office. The Hoke building is 11,004 SF and I believe they have 30 - 31 parking places or 355 to 367SF per parking space. If you took that ratio and applied it to the CWC building it would be 48 - 49 parking spaces. CWC will have 9 full time employees leaving only 21 parking spaces for students. The plan relies heavily on bike and bus transportation to the classes. That is not a plan. In the winter in Jackson, bike transportation decreases to maybe 10% of summer. Students will be forced to find alternative transportation because there will be no parking. How many students will be dropped off and picked up doubling the car count on Veronica Lane. They anticipate the college could generate 530 trips in 14 hrs. What is a trip? A trip to the store is there and back. Is that potentially 1,060 vehicle count on Veronica Lane? 530 trips

in 14 hrs is an average 38 trips/hr and it won't be perfectly uniform. During the busy times there may be 50 or more in an hour and 26 or less during the slow times. 50 trips plus 9 employees is going to need more than 30 parking places. The plan for parking is woefully inadequate and will affect the rest of the subdivision. Students will poach other businesses parking spaces.

They state on p. 21 of the application, "We do not anticipate this additional traffic to be an issue." I think it will be an issue. At 38 trips/hr, potentially 76 additional cars/hr on Veronica Lane, 38 trying to get out onto Maple Way, a very busy street especially late afternoon, traffic will get backed up on Veronica Lane. Traffic will be an "issue," especially in winter.

When I built, I had to provide storage for the snow that was plowed from the parking areas or haul it off property. With a building this large there will not be room to store the snow. Will they be required to haul it off instead of just plowing to the end of the parking area taking up two parking spots? I also had to provide storage for the runoff of a 100 yr storm. Where will there be room for that? With a 17,358SF building and adequate parking there will not be enough lot size to provide required landscaping, and permeable surface area so all the rain runoff and snow melt doesn't flood the street and flow to the Veronica Lane/Maple Way intersection where there already is a problem with ice dams in the winter.

With a bigger building, they will have more students and more waste going to the lift station. Even if the engineers say the lift station can handle it, it will make the pump work more decreasing the life expectancy of the pump. Is that fair to the other lot owners? There will be more wear and tear on all the infrastructure.

I don't think a 17,358 SF building fits in with the size and scale of the buildings in the rest of the subdivision. Liza Hoke provided me with the SF of the other buildings as follows: Pacific Bldg 7659 SF, Toolson 4780 SF, Hoke 11004 on two lots, Whitechapel 5782 SF, and my building is 4990 SF. The subdivision was developed and planned for buildings to comply with the requirements and limitations of the AC ZONE.

I like CWC. I grew up in Riverton where their main Campus is located. My wife attended CWC. I am not opposed to having CWC located in our subdivision. But I am opposed to changing the zoning to allow a 17,358 building with its associated impacts on traffic, parking, infrastructure, snow storage, increased impermeable surface area / water runoff, landscaping, and general aesthetics to the subdivision.

Thank you for your consideration.

Regards,
Jim Stockhouse

From: [Brendan Conboy](#)
To: "hoke@wyoming.com"
Subject: CWC Materials
Date: Friday, April 27, 2018 8:32:00 AM
Attachments: [17067_20180216_CWC Sketch-ZMA-PDF Compilation_Binder1.pdf](#)
[image001.png](#)

Hello Ms. Hoke,
It was nice chatting with you yesterday. I have attached all of the materials submitted by CWC for their Sketch Plan, CUP, and Zoning Map Amendment application. The attendance list for the neighborhood meeting is on page 146 of the PDF. Feel free to call me with any other comments or concerns.
Sincerely,
Brendan

Brendan Conboy
Associate Planner
Town of Jackson
P.O. Box 1687
Jackson, WY 83001
(p)(307) 734-3493
(f)(307) 734-3563
bconboy@jacksonwy.gov
www.townofjackson.com

From: [Brendan Conboy](#)
To: ["Tom Kohlhardt"](#)
Subject: RE: CWC rezoning
Date: Wednesday, May 2, 2018 8:06:00 AM

Hi Tom,

Thank you, I will provide the Commission with a copy your comments.

Regards,
Brendan

-----Original Message-----

From: Tom Kohlhardt [<mailto:tkolhart@gmail.com>]
Sent: Wednesday, May 2, 2018 8:04 AM
To: Brendan Conboy <BConboy@jacksonwy.gov>
Subject: CWC rezoning

Hi Brandon, this letter is a comment on the rezoning app for CWC building. I am a coowner with Jim Stockhouse of the dental office building on Veronica Lane. I am in agreement with Jim's comments regarding the rezoning for CWC. All points that he brought up are valid and more consideration should be given to them prior to approval by the planning commission.

Thanks Tom Kohlhardt

Sent from my iPad

CWC Jackson Center Sketch Plan Application, Conditional Use Permit and Zoning Map Amendment

Applicant:

Central Wyoming College
2660 Peck Avenue
Riverton, WY 82501

Prepared by:



Jorgensen Associates, P.C.
Engineers, Land Surveyors, & Planners
1315 Highway 89 South, Suites 201 & 203 83001
P.O. Box 9550
Jackson, WY 83002
307.733.5150

Town of Jackson

Submittal Date: February 16, 2018
Jorgensen Associates, P.C.
Project No. 17067

Sketch Plan/Zoning Map Amendment
Central Wyoming College Jackson Campus (CWC – Jackson)

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Central Wyoming College Jackson Campus (CWC – Jackson)*

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SECTION 1 - PROJECT BACKGROUND, OVERVIEW, FINDINGS AND RESPONSE TO SUBMITTAL CHECKLIST

A. PROJECT BACKGROUND & HISTORY

Central Wyoming College (CWC) is a two-year college serving Fremont, Hot Springs and Teton Counties. The main campus is located in Riverton, Wyoming and serves their region with outreach centers in Lander, Jackson, and Dubois, each designed to meet the needs of the community including Sinks Canyon and the Wind River Indian Reservation. CWC currently offers Associate Degrees and certificates in 36 academic areas as well as many community education courses including foundational courses for English as a Second Language, Adult Basic Education and High School Equivalency.

CWC was founded in 1966 and serves under the direction of the Wyoming Community College Commission and accredited by the Higher Learning Commission. CWC's academic programs have articulation agreements with the University of Wyoming as well as many notable Universities. The CWC-Jackson Outreach Center (CWC-Jackson) opened in 1976. Growth over the years led it to move locations several times. CWC-Jackson currently operates out of the Center for the Arts where it has resided since the construction of the building. All of the academic programs have grown, however the biggest classroom challenges come from the Science, Nursing, and Culinary Arts programs which require specialized lab and classroom spaces. Partnerships with Jackson Hole High School, St. Johns Medical Center and the Elks Lodge provide auxiliary spaces and help alleviate some of the classroom demands. The new Jackson Center will consolidate these programs all under one roof, cultivate quality educational programming with dedicated classroom and lab space, accelerate graduation rates, resulting in higher completion.

In 2017 the Jackson Hole Community voted via referendum of the Special Purpose Excise Tax (SPET) to fund the acquisition of land in the Town of Jackson (TOJ). Lot 3 and 6 of the Stockhouse-Patterson Subdivision, just north of Kmart on Veronica Lane, were purchased. The new CWC-Jackson Center will be located at 235/255 Veronica Lane to house all coursework and specifically provide long needed medical and culinary facilities.

B. LOCATION & ZONING

The site is located just north of Kmart and two blocks south of the "Y" intersection of Broadway Avenue and U.S. Highway 22. It is more particularly described as Lots 3 and 6 of the Stockhouse-Patterson Addition to the Town of Jackson, Plat No. 822, as recorded in the Office of the Clerk of Teton County Wyoming and is addressed as 235 & 255 Veronica Lane, Jackson, WY. Plat No. 822 depicts the dedicated building envelopes for lots 3 and 6 as being 8,012 SF and 7,608 SF respectively.

The site is approximately 270 feet and 600 feet away from the START bus locations on Buffalo

*Sketch Plan/Zoning Map Amendment
Central Wyoming College Jackson Campus (CWC – Jackson)*

Way and Maple Way respectively. The character of the surrounding neighborhood is comprised of a mix of uses including service, retail, large scale commercial, office, and housing. Workforce housing is present in a variety of types that includes single-family, duplex, and multifamily structures. The site is currently located within Jackson/Teton County Comprehensive Plan (Comp Plan) District 4 – Midtown, Subarea 4.3 – Central Midtown. The overall goal is to transform the area into a walkable mixed-use district with improved connectivity and increased residential population. *“Mixed-use structures will be encouraged with non-residential uses located predominantly on the street level and residential units on upper levels. Mixed use and multi-family residential buildings should be a combination of two and three-story structures oriented to the*



street, though a buffer should be paced between buildings and the street with green space and/or hardscaping. Parking areas should be predominantly located behind buildings or screened from view.”

The site is located in the Auto-Urban Commercial (AC) Zone. This proposal contemplates a zone change to Public/Semi Public (P/SP) for these two lots thus reducing the complexity of the review process. This property is not within the Natural Resource Overlay (NRO) or the Scenic Resources Overlay (SRO).

The subdivision is regulated and managed by the Home Owners Association(HOA). The Covenants, Conditions and Restrictions are attached in **Section 6**. Veronica Lane is a private road allowed by TOJ as part of the approval of the subdivision and codified in resolution No. 99-03 attached in **Section 4**. The result of this resolution is that the HOA is responsible for the operation and maintenance of the road, sewer and water utilities up to the point of connection of TOJ responsibly which terminates at the intersection of Veronica Lane and Maple Way.

C. OWNER & PROJECT TEAM INFORMATION

PROPERTY OWNERS & APPLICANTS:

Central Wyoming College
2660 Peck Avenue
Riverton, WY 82501

LAND PLANNING, SURVEYING & ENGINEERING

Jorgensen Associates, P.C.
P.O. Box 9550
Jackson, Wyoming 83002
307-733-5150
bschulte@jorgensenassociates.com

ARCHITECTURE

Anderson Mason Dale Architects
3198 Speer Boulevard
Denver, CO 80211
phone: 303-294-9448
www.amdarchitects.com

Carney Logan Burke Architects
215 S. King Street
Jackson, WY 83001
307-733-4000
www.clbarchitects.com

D. CURRENT PROGRAMMING & DEVELOPMENT PROPOSAL

The new CWC-Jackson Center will provide proper programmatic spaces for unique education programs which include dedicated science laboratories, simulation nursing labs, lab space for allied health programs, and the culinary arts program. The programming for this facility was selected by the CWC Board after a carefully executed design process led by the architect. **The Level II Report** that details this process is included in **Section 4** for reference.

The majority of CWC programming uses a traditional schedule with fall and spring semesters. Fall semester begins on the last Monday of August and ends the 2nd week of December. Spring semester begins the 2nd week of January and continues through the 1st or 2nd week of May. These semesters are 15 weeks long. The summer schedule begins the day after Memorial Day and generally lasts 10 weeks. Currently CWC-Jackson do not offer in-person classes in the summer but do anticipate offering in-person classes once the new building opens.

The Culinary and Hospitality Program runs under a condensed schedule to accommodate the employment needs of Teton County's resorts, hotels, and restaurants. The majority of in-person classes are offered for 9 weeks in the fall (10/1 to 12/1) and in the spring (3rd week of March to before Memorial Day). Students are involved in work-study internships during the summer and winter seasons.

This application contemplates a Zoning Map Amendment in order to change the Zoning from Auto-Urban Commercial (AC) to Public Semi-Public (P/SP-ToJ). According to Section 4.2.1 Public/Semi-Public –Town of Jackson Land Development Regulations (LDRs)...

“The purpose of the Public/Semi Public - Town (P/SP-ToJ) zone is to provide locations for new and existing uses and facilities of a public or semi-public nature. In particular, the P/SP-ToJ zone is intended to allow flexibility for public and semi-public uses and facilities that often have unique functional needs, such as for height, floor area, setbacks, and impervious surface, that cannot be accommodated in other zoning districts. Land in the P/SP-ToJ zone and/or facilities operated therein may be under the control of federal, state, or local governments, or other governmental entities such as a school district or hospital district.”

Due to unique needs and requirements for this project, the flexibility afforded by this zone is necessary to accommodate the design, specifically the floor area, LSR, and lot coverage that does not comply with the underlying zoning. A more detailed accounting of these values is listed under Section 1.E. Development Program. However, the height of the building is 35’ which is the standard of the underlying zoning and generally the building will conform to the general bulk and scale of the buildings in the neighborhood especially to the non-conforming four-story building to the north at 275 Veronica Lane.

E. FINDINGS FOR APPROVAL

I. 8.3.1.C. Sketch Plan - Findings for Approval

1. *Is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan (Comp Plan).*

Complies. The CWC-Jackson Center will be located in Comp Plan District 4 – Midtown, Subarea 4.3 – Central Midtown, which calls for walkable schools, commercial, and recreation. *“Midtown contains many of the service, office and retail establishment that meet Teton County Resident’s needs. It also contains a significant amount of workforce housing is a variety of housing types, including single-family, duplex and multi-family structures.”* The Midtown district requires buildings that are two to three stories in height and for projects to consider designing an attractive pedestrian environment that is walkable with mixed uses. The CWC-Jackson center considers these components in its site plan attached in **Section 3**. The building is two stories. A landscape buffer is designed between the building, the street and the sidewalk providing a safe walking environment for pedestrians.

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

Not Applicable. The CWC-Jackson Center property is not located within the Natural Resource Overlay (NRO) or the Scenic Resource Overlay(SRO), and this finding is therefore not applicable.

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

Complies. CWC-Jackson Center is an infill development, and will not result in increased impacts on availability of these services. Police, ambulance, and fire services currently serve the area from TOJ. This non-residential development is not expected to generate the need for more capacity at local schools as would a residential development. CWC Jackson is consolidating the existing use that is currently satisfied by multiple facilities around town into one convenient location close to multiple modes of transportation which will reduce traffic locally.

Potable water and waste water is provided through sewer and water lines owned and maintained by the Home Owners Association (HOA). TOJ provides capacity and hooks into the HOA system at the intersection of Veronica Lane and Maple Way. TOJ will charge capacity fees to offset the impact of this project on our local water and sewer treatment systems.

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

Complies. The purpose of Sketch Plan review is to determine general consistency with the LDRs at a preliminary, conceptual level before development is fully designed, with the objective of identifying opportunities to achieve desired community character, development related issues, discuss alternative designs that may better implement the LDRs and identify natural and scenic resource protection requirements.

As presented with the proposed Zoning Map Amendment this project complies with all relevant standards of the LDRs.

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

Complies. There are no currently approved permits on the site with the exception of the platted subdivision and its Master Plan. The project will comply with all setbacks established by the subdivision. The dimensional limitations provided in the master plan are not applicable due to the Zoning Map Amendment application to change to Public/Semi Public.

II. 8.4.2.C. Condition Use Permit (CUP) – A conditional use permit shall be approved upon finding the application:

1. *Is compatible with the desired future character of the area;*

Complies. CWC-Jackson is compatible with the character defining features of the area stipulated in the Comp Plan. These features include a walkable mixed-use district with improved connectivity and increased residential population. The building is a non-residential use located predominantly on the street level. It is two stories that is oriented to Veronica Lane with a landscape buffer placed between building and the street with green space. The parking lot is predominantly located behind buildings or screened from view.

2. *Complies with use specific standards of Div 6.1;*

Complies. CWC-Jackson is an Institutional Use under Daycare/Education for education instruction which is a use allowed both in the underlying AC zoning and the proposed zone change to Public/Semi-Public.

3. *Minimizes adverse visual impacts;*

Complies. CWC-Jackson has gone through an extensive planning process detailed in the level II Report. Stake holder input was included in the selection of a design that has a contemporary aesthetic and fits the character of the neighborhood. The building is 35 feet in height which is actually the height standard of the underlying zoning and does not exceed neighboring structures.

4. *Minimizes adverse environmental impacts;*

Complies. The project site has no known natural resources present and is not within the Natural Resource Overlay(NRO). Stormwater will be detained on site at a rate that complies with the regulations to reduce runoff. Multimodal transportation options (Bus, Bicycle, walkable neighborhood) will mitigate the carbon footprint of the building which is already an improvement over the current program of students traveling to different facilities across Teton County.

5. *Minimizes adverse impacts from nuisances;*

Complies. Native non-fruit producing plantings will be specified in the landscape plan during the final development plan process to eliminate wildlife nuisances. Litter will be prevented by onsite custodial staff. Parking will be confined to the site and off of Veronica Lane.

6. *Minimizes adverse impacts on public facilities;*

Complies. See Section E.1.3 above.

7. *Complies with all other relevant standards of these LDRs and all other Town Ordinances; and*

Complies. To the knowledge of the applicant, the application is consistent with the LDRs and all Town Ordinances.

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

Complies. See Section E.I.5 above.

III. 8.7.2.C. Zoning Map Amendment Findings for Approval - *The advisability of amending the Official Zoning Map is matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed zoning map amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:*

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

Complies. The purpose and intent of the LDRs is to implement community vision, implement common values of community character, including ecosystem stewardship, growth management, quality of life, implement the illustration of our vision, and have predictable regulations, incentives and allowances. By approving the zone change to P/SP the CWC-Jackson can built in its most ideal location on Veronica that fits the character of the neighborhood, consolidates these programs all under one roof, cultivate equality educational programming with dedicated classroom and lab space, accelerate graduation rates, resulting in higher completion.

2. Improves implementation of the desired future character defined in the illustration of Our Vision Chapter of the Comprehensive Plan;

Complies. Part of our vision is “Growth Management and striving to divert 60% of growth into suitable locations. The project site is a perfectly suitable location for this type of use and building of such bulk and scale. It is compatible with the character defining features of the area stipulated in the Comp Plan for District 4. These features include a walkable mixed-use district with improved connectivity and increased residential population. The building is a non-residential use located predominantly on the street level that is two stories that is oriented to Veronica Lane with a landscape buffer placed between building and the street with green space. The parking lot is predominantly located behind buildings or screened from view.

3. Is necessary to address changing conditions or a public necessity; and

Complies. In order to provide CWC-Jackson with the flexibility to build the school that fits their program as compiled and researched in their Level II study during a lengthy design and selection process, this zone change is required. The skilled workers that CWC-Jackson generates for our community are a public necessity

4. Is consistent with other adopted Town Ordinances.

Complies. To the knowledge of the applicant, the application is consistent with all Town Ordinances.

F. PROPOSED DEVELOPMENT PROGRAM

- I. Structure, Location, and Mass –The building is 35 feet comprised of two stories and will have a square footage of 17,358 SF. Programming for consists of Nursing (29%), Science (12%), Culinary/Hospitality (19%), Shared Space (42%). See pages II-4 & II-5 in said Level II Report for more specific details on how the square footage is broken up between all of the different programs. The building is located within the building envelopes depicted on Plat 822 for Lots 3 and 6.
- II. Maximum Scale of Development – designed as 17,358 SF not applicable in P/SP zone
- III. Lot Coverage – Designed as 0.34 but not applicable in P/SP zone
- IV. Minimum LSR – Designed as 0.10 but not applicable in P/SP zone

G. FENCING

No fencing is proposed at this time.

H. EXTERIOR LIGHTING

Will comply with the LDRs and be determined at Final Development Plan.

I. LANDSCAPING

Will be finalized at Final Development Plan with a landscape plan and bond estimate.

J. SIGNS

Will comply with the LDRs and be determined at Final Development Plan.

K. GRADING EROSION CONTROL, STORMWATER MANAGEMENT

See Engineers Report **Section 2.J**, Civil Site Plan **Section 3.2**, Stormwater Calculations in **Section 5.3**.

L. ALLOWED USES

CWC-Jackson is classified Institutional: School under the LDRs. See Level II Study in **Section 4** for more specific breakdown of the curriculum for the school.

M. PARKING AND LOADING

See Engineer's Report **Section 2.I.**

N. SUBDIVISION

No subdivision is contemplated in this application. As part of the development agreement signed as part of the Final Development Plan Approval an affidavit of lot line abandonment will need to be signed and recorded by the applicant. This will abandon the common lot line between Lots 3 and 6 allowing the building and site improvements to cross lot lines and building envelopes depicted on Plat No. 822.

O. EMPLOYEE HOUSING

Exempt under Division 6.3.1.E of the LDRs.

P. TRANSPORTATION FACILITY

CWC-Jackson will have access to the private road Veronica Lane as per plat No 822. Onsite lockable bike storage will be located on site as part of the final development plan. Spaces for 20 bicycles will be provided as recommended by Teton County/TOJ Pathways Department. Further detail of the type, use and location will be specified during the Final Development plan.

Q. REQUIRED UTILITIES

See Engineer's Report **Section 2.D, E, & F.**

R. MAXIMUM SCALE OF USE

See level II Report in **Section 4.**

S. OPERATIONAL STANDARDS

CWC-Jackson will have an onsite refuse and recycling that will be located as part of the final development plan.

T. OTHER

A Neighborhood Meeting was conducted at the Center for Arts from 5:30 to 7:00 pm on February 15th, 2018. A tabulation of who attended is compiled with noticing requirements in **Section 5.**

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SECTION 2 – ENGINEER’S REPORT

A. INTRODUCTION

The Central Wyoming College – Jackson Outreach Center will be an 17,358 SF two-story single building college campus facility. The building will consist of traditional classrooms, instructional kitchen areas, faculty offices, culinary and a medical nursing training facility. The facility will provide traditional college courses, career development courses, and classes for personal/community enrichment.

The project site was operated as a ranch before the general area was developed. The subject properties have never seen development.

The site is located at 235 and 255 Veronica Lane in the Town of Jackson being Part of the SE 1/4 of Section 32, Township 41 North, Range 116 West of the 6th Principle Meridian. These are the last two undeveloped lots in the Stockhouse-Patterson Addition. Access to the site will be from Veronica Lane - a two-lane, one-way paved road attached to Maple Way, Town street in west Jackson.

The water and sanitary sewer services will be connected to service lines owned and controlled by the subdivision HOA. The HOA owned service lines which run along Veronica Lane connect to Town of Jackson Water and Sewer Mains at the intersection of Maple Way and Veronica Lane. Maintenance of the HOA owned service lines on Veronica Lane is the responsibility of the HOA. Maintenance of the lines from HOA service lines to the subject property is the responsibility of the Lot Owner. Snowplowing, Graveling, Road and Parking Lot Construction, and Maintenance on the subject lot will be the responsibility of the Lot Owner.

At this point the overall details have not been finalized, though only a few issues remain to be completed prior to the Final Development Plan. The general engineering concerns are discussed here.

B. SOILS

A geotechnical investigation for the site was completed as part of the development plan. The field investigation was performed on Nov. 6th, 2017. The site is generally underlain by sandy gravel and cobble alluvium of the Cache Creek alluvial floodplain. All test pits encountered about two feet of sandy silt topsoil underlain by stony alluvium. The topsoil was logged as moist, dark brown, medium stiff, sandy silt. The alluvium was described in the field as slightly moist to moist, tan and light grey with rusty blotches, medium dense, primarily consisting of 70-75% gravel and cobble to 15-inches in diameter with a clayey silt and sand matrix. The geotechnical report does note the possibility of undocumented fills. For further information regarding the site soils see the attached full Geotech report.

C. GROUNDWATER

Groundwater levels were observed to be between 6.5' and 8' below ground surface during the site investigation on Nov. 6th, 2017. The investigation occurred after what is considered the peak seasonal groundwater level in this area. Therefore, it is recommended that groundwater levels are monitored during the spring 2018 runoff season. Soils with rust staining (i.e., "gleyed soils") were observed in both pits within about 3-4 feet of the ground surface. Gleyed soils occur in anoxic environments and may indicate levels of sustained high groundwater. Due to the possibility of seasonally high groundwater levels, a basement is not recommended and any mechanical equipment placed in crawlspace areas should be moisture insensitive. Two groundwater monitoring wells were installed during the site investigation and will be monitored during the spring of 2018.

D. CABLE UTILITIES AND GAS

Cable utility service will be provided by the local utility companies: Lower Valley Energy (electricity), Century Link Communications (telephone and communications), Spectrum Communications (cable television and communications) and Silverstar Communications (communications). There is natural gas supply in the area from Lower Valley Energy, and a connection is expected.

The project proposes to bring electrical power and communications from existing lines and vaults located to the North and West of the site. The power and communication lines will be buried from the connection points to the property where a transformer will be located. Natural Gas will be brought in from an existing line on Veronica Lane as shown on the site overview sheet. Schematics of the new routing and pedestal placements are shown on the accompanying Sketch Plan Drawings and will be finally coordinated with the utility companies prior to Final Development Plan.

E. WATER SUPPLY

As part of the initial subdivision work in 1994 a 4" waterline was installed along Veronica Lane. This water line is connected to the Town of Jackson water supply system.

To connect the Town's water system to the property a 4" tap will be made. This tap will supply the building's domestic water demands, the irrigation demands, and the fire sprinkler demands. The domestic supply will be diverted through a 2 1/2" line with a separate curb stop. The fire sprinkler system will connect directly through the 4" line. This design is shown in the plan set. Demand calculations predict a peak domestic demand of approximately 85 gpm.

F. WASTEWATER

An 8" PVC sewer main runs along Veronica Lane in a 40 ft. wide easement along the property and adjacent properties. This project proposes to connect to this sewer main for wastewater disposal and treatment. Only one connection to the main is planned at this time. On the north side of the building a separate sanitary line will exit from the building carrying wastewater from the kitchen

classrooms. The wastewater line from the kitchens will run to a 1,000-gallon grease waste interceptor before connecting to the main sanitary service. All service lines will be 6" PVC sloped at 2% minimum. The 6" sanitary service line is connected to the existing 8" PVC sewer main via a new manhole. The ability of the existing lift station and Town of Jackson infrastructure that serves Veronica Lane to handle the increased flows from the project will be confirmed. All construction will comply with Town of Jackson standards.

G. TRAFFIC

Veronica Lane, in front of the subject property, is a two-lane access road that is connected to Maple Way. Maple Way is a two-lane road with on-street parking connected to Highway 89, or Broadway, which is a 5-lane highway with a sidewalk on the east side of the roadway. There are many opportunities for implementation of Traffic Demand Management strategies for the project. The project will incentivize active travel and public transit while dis-incentivizing vehicle use for short local trips.

Start Bus stops are located on Maple Way and Buffalo Way and will facilitate access to public transportation for students and employees of Central Wyoming College. Both stops are frequented by the longer distance and Town Shuttle START bus routes. The location of the campus within the Town of Jackson will allow CWC users to commute via foot and bicycle. A bike path terminus is located 800' to the South East next to the "New" Post Office on Elk Run Lane. This bike path access should allow bicycle users to safely commute to CWC from throughout Jackson and the valley.

As most of the classes are scheduled to meet the needs of students, CWC-Jackson has the flexibility to schedule classes throughout the week to reduce stress on parking and commuter traffic. All students will be provided with access to Start Bus and Pathways information to encourage them to take mass transportation.

A more detailed Traffic Impact Statement is attached as part of this Sketch Plan submittal in **Section 5**.

H. ROADS AND ACCESS

Vehicle access into and out of the property will be through the north and south parking access areas from Veronica Lane as shown on the Site Plan sheets. The project access and circulation has been coordinated with Teton County Fire Marshal. Road widths and circulation meet the needs for emergency vehicle access. The access drive and internal circulation will be constructed to support highway HS-20 loading. The roads conform to the Town's standards.

I. PARKING

Parking standards for this Institutional Use is determined through an independent calculation both in the P/SP zone and the underlying AC zone. In order to determine a conservative parking regulation we make the following assumptions: there are seven fulltime staff on site all day; 14 adjunct staff that only attend when they teach; students will come and go all day/evening

spreading out the need for parking; scheduling of all classes is adaptable¹ if needed; the availability of multimodal transportation options can reduce parking demands by up to 20%.²

With an independent calculation of 1.5 parking spaces per 1,000 SF floor area. The 17,358 SF building generates a parking requirement of 26.04 parking spaces. Thirty parking spaces will be provided, two of which are dedicated to handicap usage. Handicap parking stalls are located near the entrance to the building.

J. STORMWATER

The site stormwater plan is to collect, treat, and route the stormwater from the site according to the Town's stormwater standards. The Town requires new developments to detain the 100-year storm. The drainage plan is to route all the parking lot runoff to above ground detention areas and possible underground infiltrators to the west side of the lot. Other areas of the site, roof, court yard, will be routed directly to detention areas before infiltration and discharge.

K. SNOW STORAGE

As indicated on the accompanying Sketch Plan Drawings, snow storage areas equal to or greater than 2.5% of the plowed area will be provided. This area is the functional space to stack the large amounts of snow that can build up during heavy snowfall years. Snow storage will primarily be in the area to the West of the main parking lot. As with many area developments during a heavy snow year it may be necessary to load and haul off snow piles from time to time during the winter.

L. WATER BODY AND WETLAND BUFFERS

The site is not adjacent to any body of water, and impacts on water quality or wetlands are not foreseen.

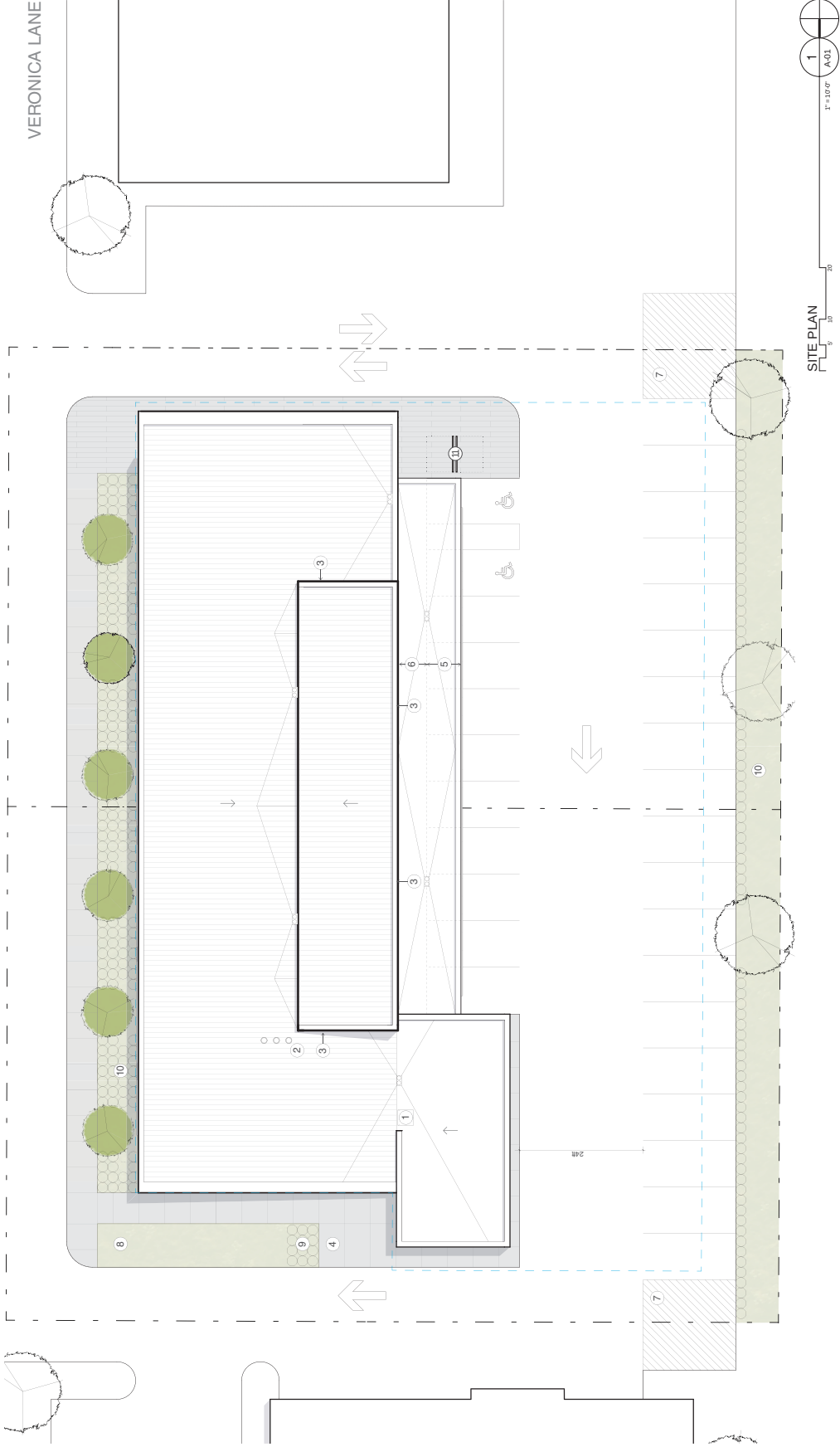
¹ Exception is Culinary & Hospitality and Nursing on fixed times that is ideal to those curriculums. Usually the evening.

² All students will be provided with Start Bus information and lockable bicycle racks will be provided.

SECTION 3 – SKETCH PLAN DESIGN

- **3.1 - CWC JACKSON CENTER SITE PLANS, ELEVATIONS, FLOOR PLANS, & CHARACTER SKETCHES BY ANDERSON MASON DALE ARCHITECTS**
- **3.2 - CWC JACKSON CENTER CIVIL SET BY JORGENSEN ASSOCIATES, P.C.**

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- 1 Roof Hatch
 - 2 Exhaust Fan
 - 3 Aluminum Louvers (on vertical face)
 - 4 Transformer location
 - 5 Parking extends under level 2 this bay
 - 6 Provide snowmelt at walkway under level 2
 - 7 Snow storage location
 - 8 Turf Sod
 - 9 Native Grass Mix: med / tall height (36-60")
 - 10 Native Grass, Shrub Mix and Ground Cover
 - 11 Bicycle Racks
- grass / planting area
 - concrete walkway
 - plaza paver (with snowmelt system)
 - porous paving & landscape detention
 - membrane roof
 - membrane roof (standing seam look)
- property line
 - built-to line
 - existing tree to remain
 - existing tree to remain

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Name: SITE DEVELOPMENT PACKAGE Date: JAN 2018

SITE PLAN

A-01

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Revision

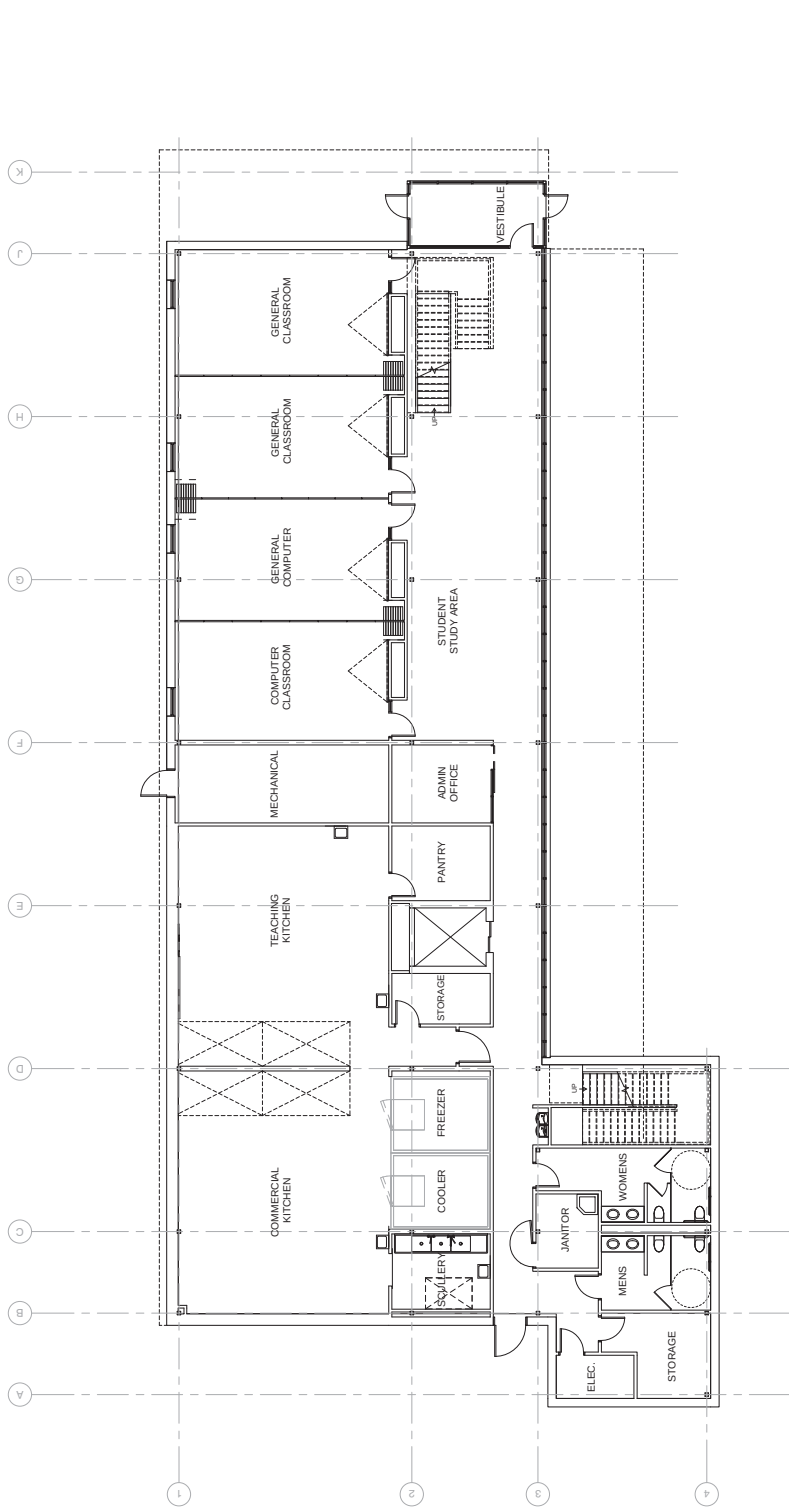
Date

SITE DEVELOPMENT PACKAGE

JAN 2018

LEVEL 1 FLOOR PLAN

A-02



FIRST LEVEL FLOOR PLAN

AREA TABULATION

LEVEL 1	8025 GSF
LEVEL 2	9333 GSF
TOTAL	17,358 GSF

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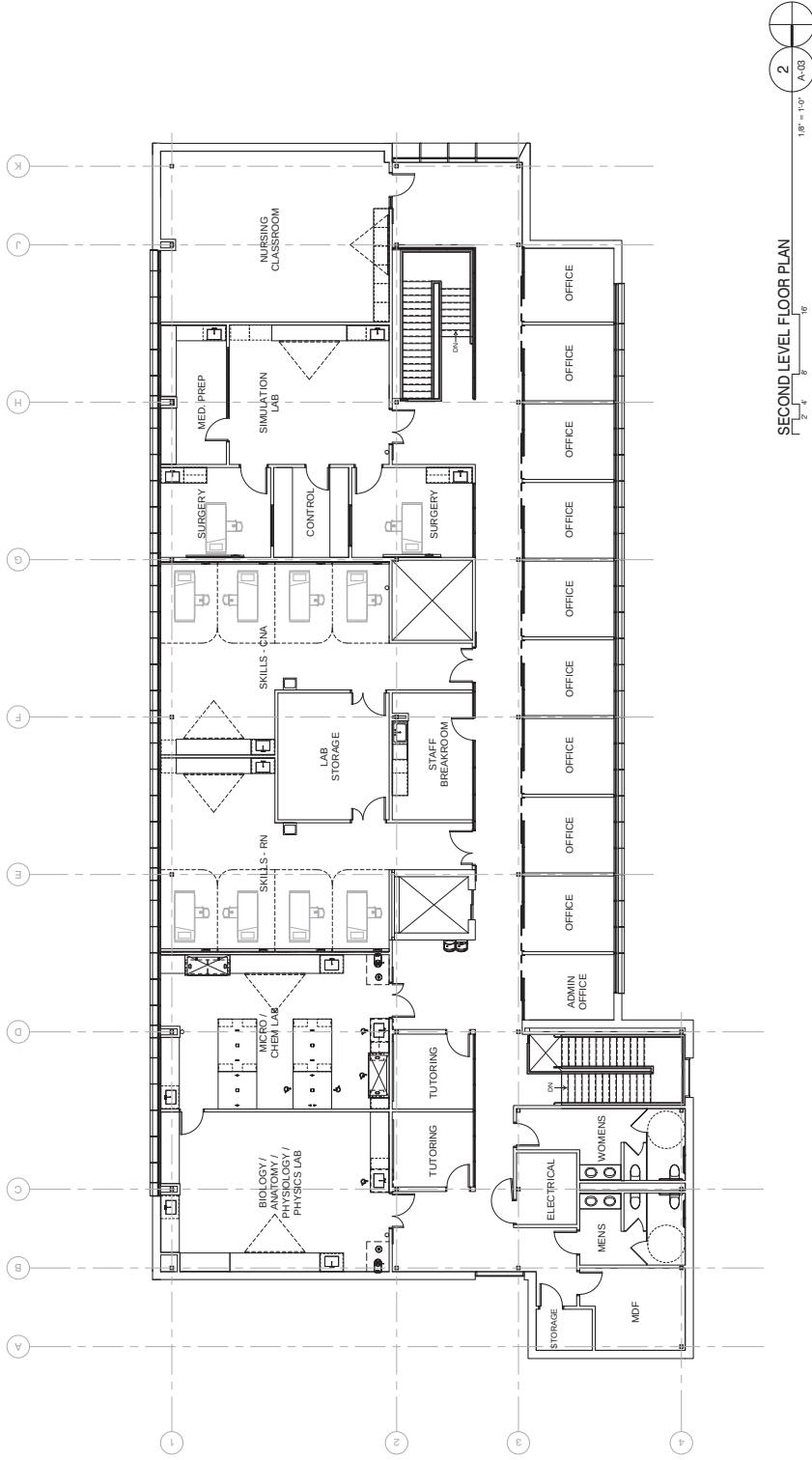
Stacy M. Anderson, P.E.
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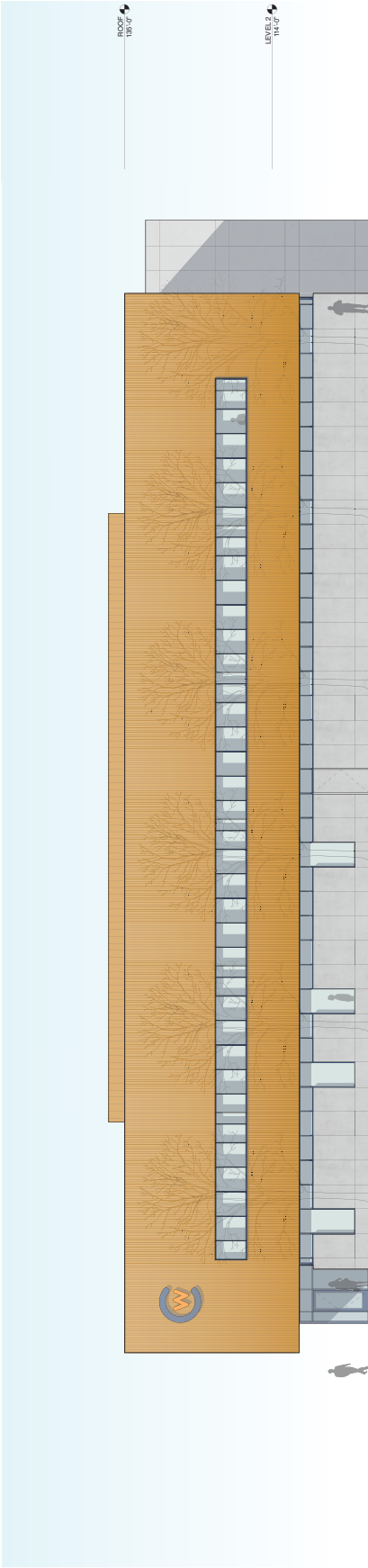
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The Edmeyer Group, Inc.
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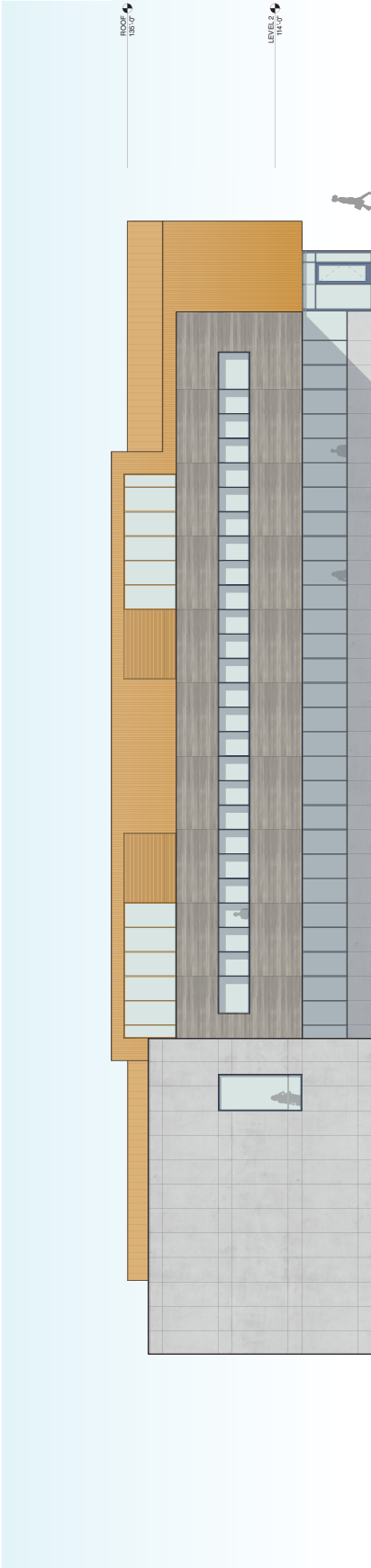
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Telephone: 801.565.9747





1
18" = 1'-0"
A-04



2
18" = 1'-0"
A-04

- weathered steel wall panel (flat)
- weathered steel wall panel (corrugated)
- fiber-cement panel
- reclaimed wood siding
- insulated glazing unit
- spandrel
- aluminum storefront / curtainwall

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Revision

Date

SITE DEVELOPMENT PACKAGE

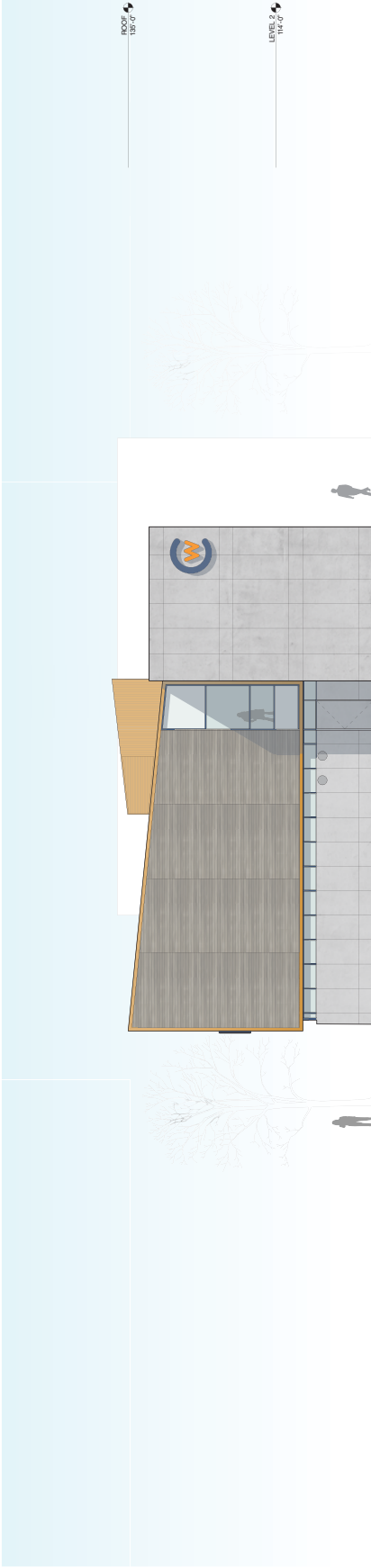
JAN 2018

EXTERIOR ELEVATIONS

A-04



SOUTH ELEVATION
1
18" = 1'-0"
A-05



NORTH ELEVATION
2
18" = 1'-0"
A-05

- weathered steel wall panel (flat)
- weathered steel wall panel (corrugated)
- fiber-cement panel
- reclaimed wood siding
- insulated glazing unit
- spandrel
- aluminum storefront / curtainwall

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Issue: SITE DEVELOPMENT PACKAGE
Date: JAN. 2018

EXTERIOR ELEVATIONS

A-05



AERIAL AXONOMETRIC 1 A-06



VIEW FROM SE 2 A-06



VIEW FROM NE A-06

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Revision Date
SITE DEVELOPMENT PACKAGE JAN. 2018

CHARACTER SKETCHES

A-06

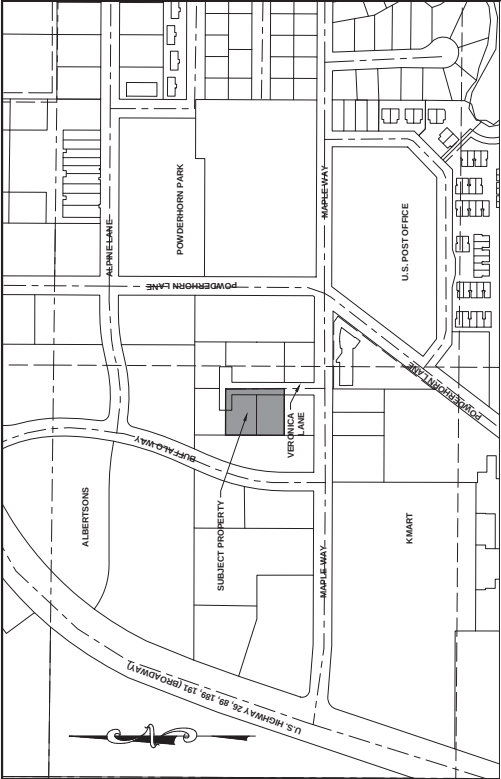
CENTRAL WYOMING COLLEGE JACKSON OUTREACH CENTER SKETCH PLAN

TETON COUNTY, WYOMING

LOCATED WITHIN THE NE $\frac{1}{4}$ SE $\frac{1}{4}$ AND NE $\frac{1}{4}$ SW $\frac{1}{4}$
SECTION 32,
TWP 41, RNG 116, 6TH P.M.,
TETON COUNTY, WYOMING

VICINITY MAP

1" = 200' for 22x34 Prints
1" = 400' for 11x17 Prints



INDEX OF SHEETS

SHEET NUMBER	SHEET TITLE
C1.0	COVER, NOTES, AND SHEET INDEX
C1.1	NOTES AND LEGEND
C2.0	EXISTING CONDITIONS
C2.1	SITE OVERVIEW
C3.0	DETAILS
C3.1	DETAILS
C3.2	DETAILS

OWNER
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State Construction Department
Construction Management Division
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Cheyenne, WY 82002

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LANDSCAPE ARCHITECT
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SHEET TITLE: COVER, NOTES, AND SHEET INDEX

DRAFTED BY: [REDACTED]
REVIEWED BY: [REDACTED]
DATE: [REDACTED]
SHEET NUMBER: [REDACTED]

PROJECT NUMBER: 17067
SHEET: C1.0

PRELIMINARY
SUBJECT TO CORRECTION
AND APPROVAL



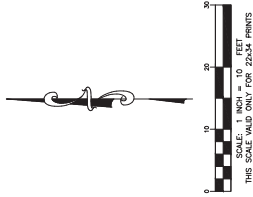
PROJECT TITLE: SKETCH PLAN
CENTRAL WYOMING COLLEGE
STATE OF WYOMING
235 & 255 VERONICA LANE
JACKSON, TETON COUNTY, WY

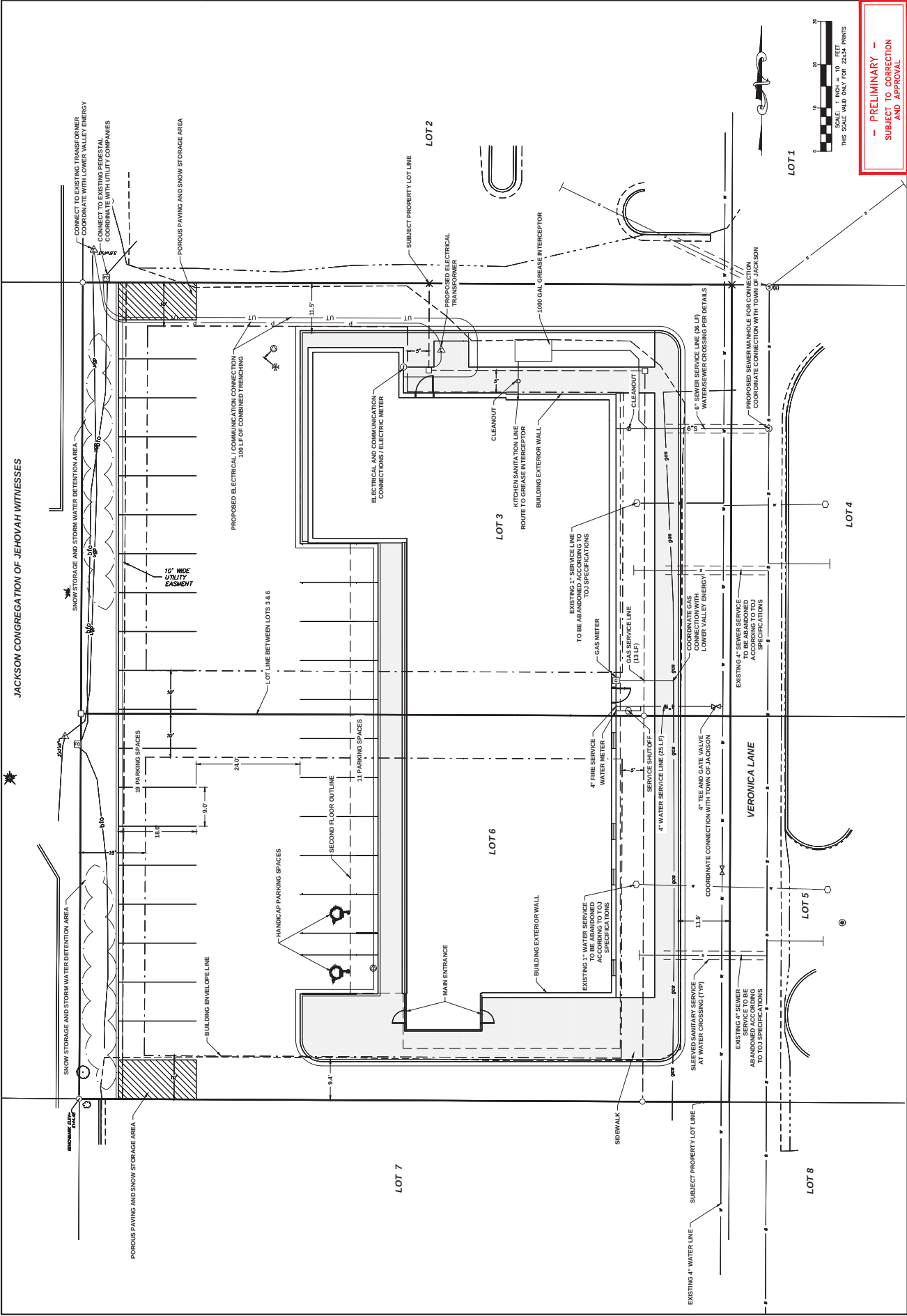
COMMUNICATIONS PEDESTAL
STORM DRAIN
CONIFER TREE
SHRUB

(1) Rim Elevation = 6146.01'
Invert (NW) in Elevation = 6138.91', 4" PVC
Invert (NE) in Elevation = 6136.91', 4" PVC
Invert Our Elevation = 6138.71', 8" PVC

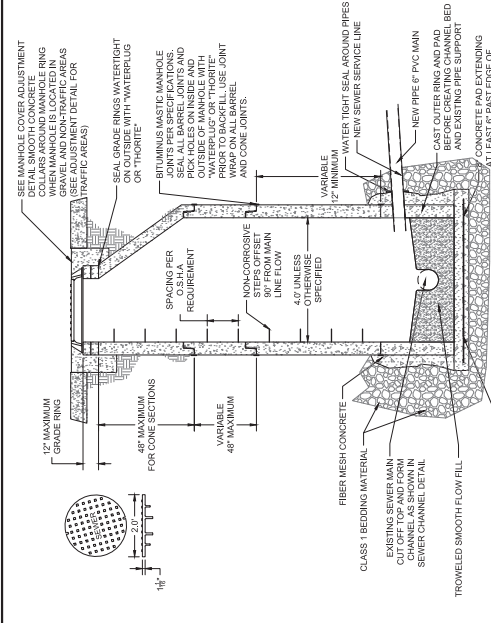
(2) Rim Elevation = 6144.49'
Invert in Elevation = 6136.99
Invert Our Elevation = 6136.95', 8" PVC

Underground Utility Locations shown are from record drawings or as marked by Utility Companies.



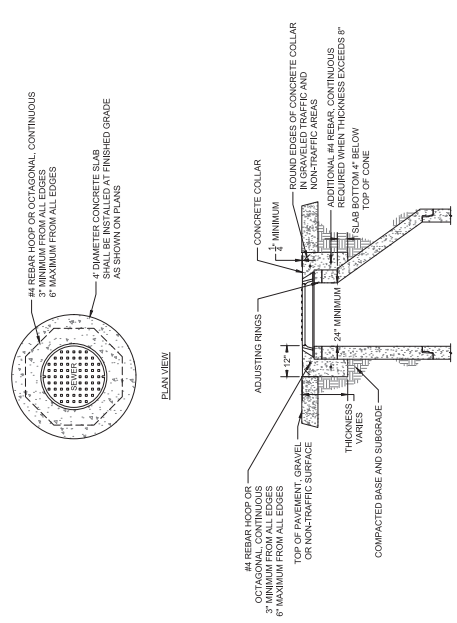


- PRELIMINARY -
SUBJECT TO CORRECTION
AND APPROVAL



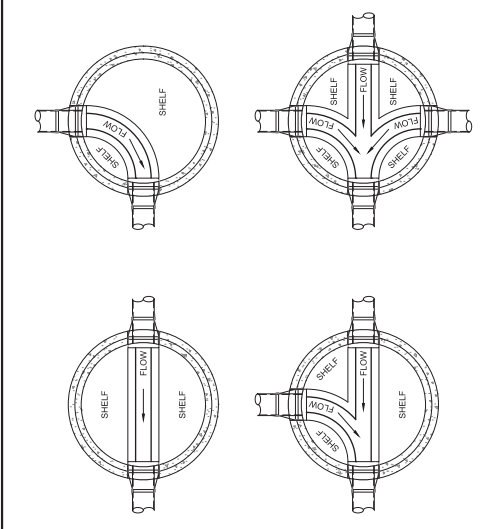
- NOTES:
- MANHOLE BASES SHALL BE REINFORCES TO WITHSTAND THE DEAD LOAD OF THE MANHOLE STRUCTURE AND HS-20 ASHOTO LIVE LOAD.
 - REINFORCEMENT FOR PRECAST SECTIONS SHALL BE AS PER ASTM C-478.
 - CL RING AND COVER HS-2044 ONE VENT HOLE OR AS SHOWN ON PLAN SHEET.
 - ALL MANHOLE BASES, BARRELS, AND CONES SHALL BE VACUUM TESTED.

1 NEW MANHOLE OVER EXISTING SEWER
C3.0 NOT TO SCALE



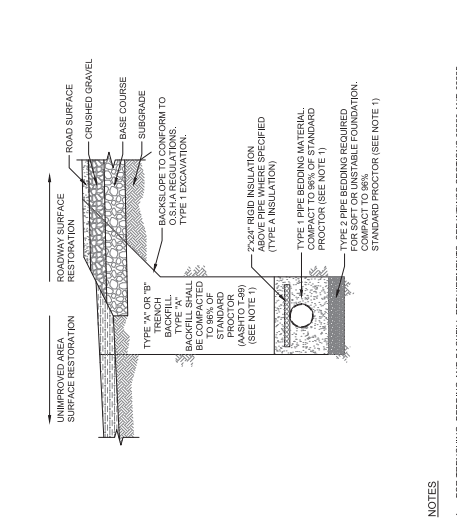
- NOTES:
- FOR TRENCHING, BEDDING AND BACKFILL REQUIREMENTS, SEE WYDOT SECTIONS 0220 AND 0225.
 - EMBANKMENT THEN PIPE EMBEDMENT SHALL BE COMPACTED TO 98% OF STANDARD PROCTOR MAXIMUM DENSITY (ASTM D-1557) TO A POINT AT LEAST 3' PIPE DIAMETERS FROM THE PIPE ON BOTH SIDES OF THE PIPE OR TO THE TRENCH WALL, WHICHEVER IS LESS.
 - PROVIDE 12" MINIMUM HORIZONTAL CLEARANCE BETWEEN PIPE WALLS FOR MULTIPLE PIPES INSTALLED IN SAME TRENCH. MATCH INVERT ELEVATIONS UNLESS OTHERWISE SPECIFIED.

2 TYPICAL MANHOLE CHANNEL DETAILS
C3.0 NOT TO SCALE



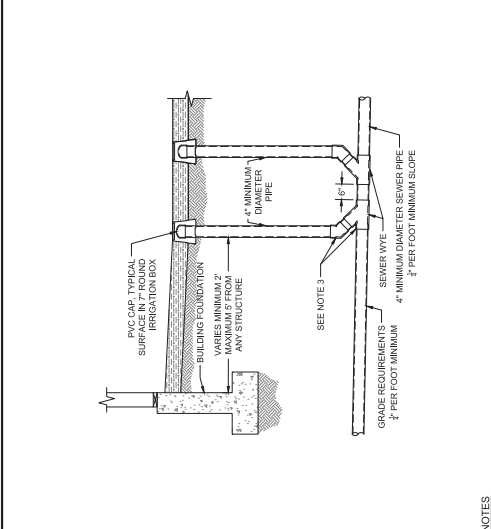
- NOTES:
- SLOPE ALL SHELVES TO CHANNEL AT 1" PER FOOT.
 - SLOPE OF CHANNEL SHALL BE 0.1" ACROSS THE MANHOLE FOR ALL MAIN RUNS. SEE PROFILE SHEETS.
 - PROVIDE SMOOTH TROWEL SURFACE FOR ALL FLOW CHANNELS.
 - 4" SERVICE PIPES ENTERING MANHOLES SHALL HAVE CROWN OF 4" PIPE MATCH CROWN OF MAIN WHERE INVERTS INDICATE.

3 BUILDING CLEANOUT DETAIL
C3.0 NOT TO SCALE



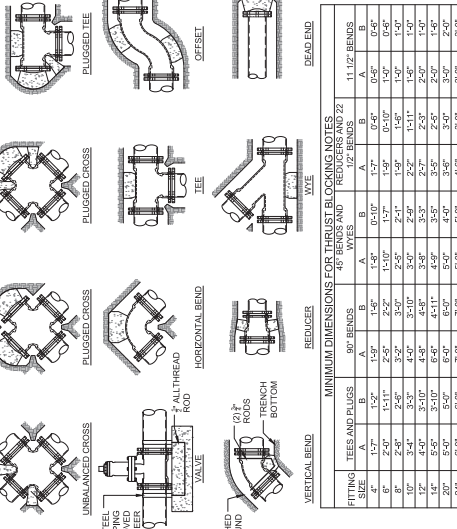
- NOTE:
- ADJUST MANHOLES UPWARD WITH ADJUSTING RINGS UNDER RING AND COVER (12" MINIMUM). ADJUST MANHOLE MANHOLE RING AS REQUIRED TO MATCH STREET GRADE AND CROSSLOPE. FINAL MANHOLE ADJUSTMENT WILL BE MADE AFTER PAVING AND BEFORE SEAL COATING.

4 MANHOLE COVER AND ADJUSTMENT DETAIL
C3.0 NOT TO SCALE



- NOTES:
- SIZE BLOCKS SHALL BE A MINIMUM OF 6" THICK.
 - ALL BLOCKS SHALL BEAR AGAINST UNDISTURBED MATERIAL.
 - DESIGN IS BASED ON 150 PSI MAIN PRESSURE AND 2000 PSF SOIL BEARING CAPACITY.
 - 4 MIL POLYETHYLENE PLASTIC BOND BREAKER SHALL BE PROVIDED BETWEEN THRUST BLOCK AND WATER PIPE.

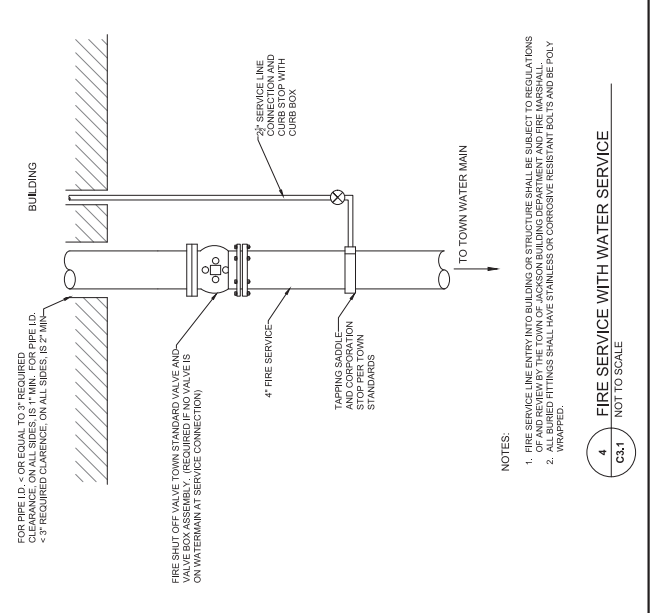
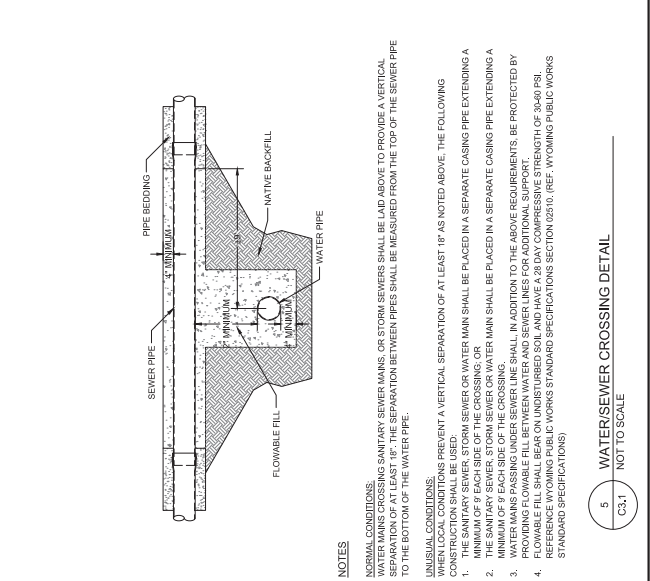
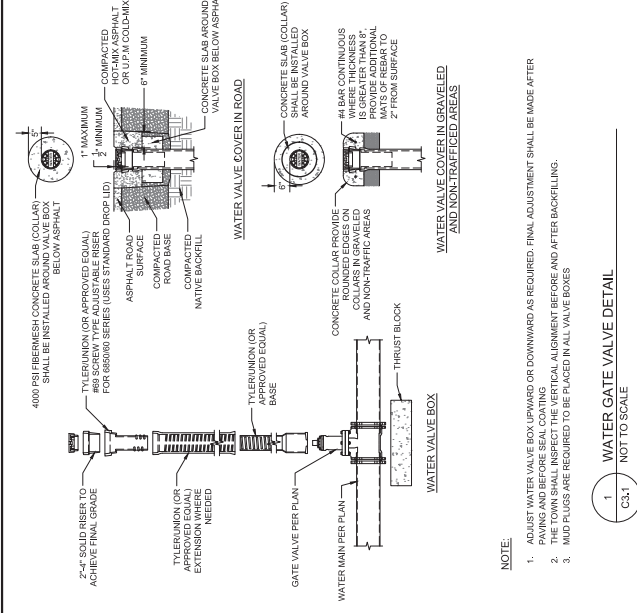
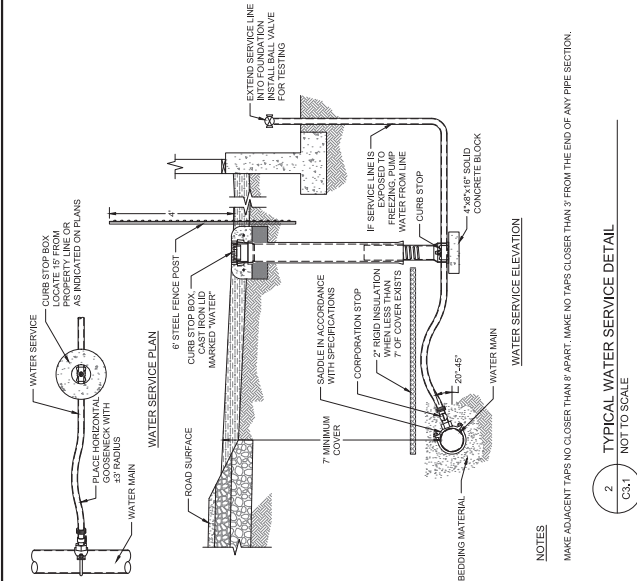
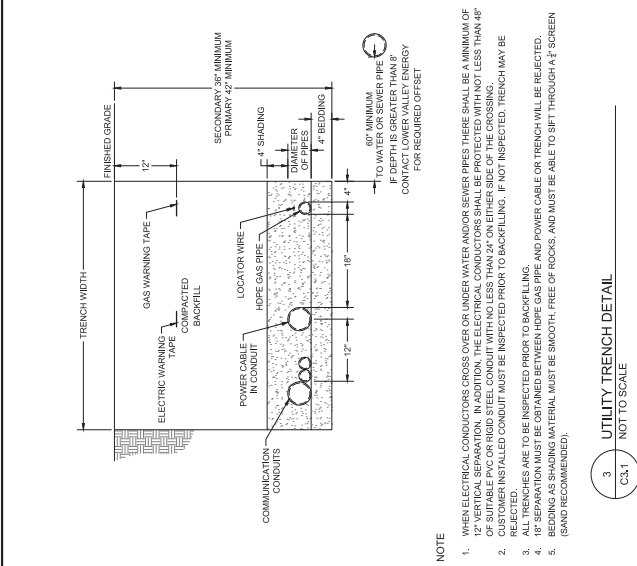
5 TYPICAL WATER/SEWER TRENCH DETAIL
C3.0 NOT TO SCALE

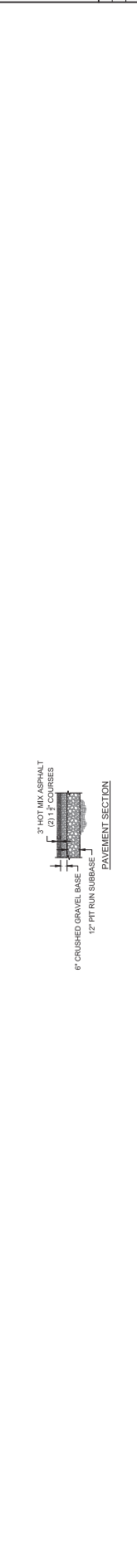
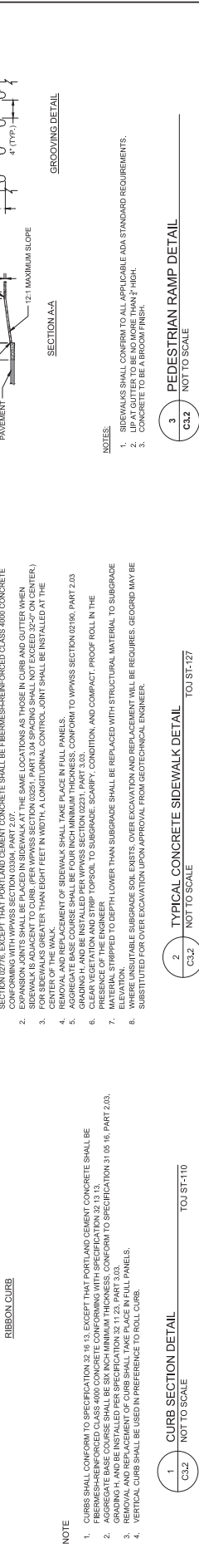
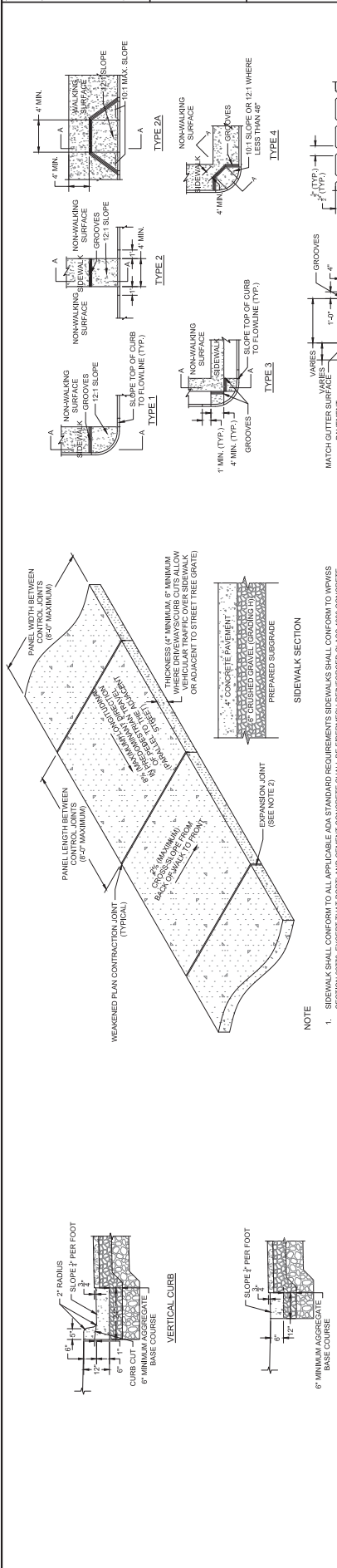


- NOTES:
- SIZE BLOCKS SHALL BE A MINIMUM OF 6" THICK.
 - ALL BLOCKS SHALL BEAR AGAINST UNDISTURBED MATERIAL.
 - DESIGN IS BASED ON 150 PSI MAIN PRESSURE AND 2000 PSF SOIL BEARING CAPACITY.
 - 4 MIL POLYETHYLENE PLASTIC BOND BREAKER SHALL BE PROVIDED BETWEEN THRUST BLOCK AND WATER PIPE.

6 THRUST BLOCK DETAILS
C3.0 NOT TO SCALE

PRELIMINARY -
SUBJECT TO CORRECTION
AND APPROVAL





SECTION 4 – LEVEL II REPORT

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Jackson Outreach Center

Central Wyoming College - Jackson

LEVEL II REPORT

August 11, 2016



AndersonMasonDale
Architects

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I. PROCESS

I.1 Executive Summary

The Central Wyoming College Jackson Outreach Center Level II Study was initiated in the winter of 2016. The purpose of this report is to define the programmatic and cost parameters for the design of this project going forward, and for the facilitation of the Capital Funding efforts of the project within the state of Wyoming. The project is consistent with a continuation of the Central Wyoming College Master Plan, last updated in 2012.

The existing CWC Jackson Center is primarily housed in leased space at the Jackson Center for the Arts. It has been in this location since the construction of The Center. In this location and assorted other local facilities, CWC offers a broad array of courses, as defined in the attached program. As defined in the CWC Master Plan, the purpose of the new Jackson Center is to provide proper programmatic space for the unique educational programs offered by the college. These include the culinary arts program, dedicated science laboratories, simulation nursing labs, and lab space for allied health programs. The unique requirements of these program areas demand specialized educational spaces, which the college does not presently possess. This report includes program information and diagrammatic layouts for educational spaces which will serve these programs most effectively.

This Level II report is the outcome of a series of on-site workshops with CWC educators and administrators and representation from the State of Wyoming Department of Administration and Information Office of Construction Management, in Jackson, Wyoming. During these workshops, curriculum and enrollment were reviewed as a basis of projecting the space needed to offer the courses presently offered by the college, with an eye to future enrollments and needs. In addition to the specialized course offerings of the Jackson Center, a key program component of this facility will be spaces that will be available to the local community. Community partnerships are an essential part of the mission of the CWC Jackson Center, and these program areas will serve this purpose in addition to providing general education classrooms.

The primary purpose of the Level II study has been to determine the size and cost of the new facility. The new Jackson Center is

programmed at approximately 18,000 gross square feet and will cost approximately \$8 million in construction costs. Additionally, \$3 to 4 million in owner soft costs will be required to execute the work. Escalation is currently 7% per year and should be accounted for in the overall project budget. The project cost has been modeled taking into account the unique economic conditions of building in Jackson Wyoming.

The proposed location for the new Jackson Outreach Center is on Veronica Lane, just west of historic downtown Jackson. The College and State evaluated multiple sites as possible homes for the new Jackson Center before the College secured a special excise tax, SPET, in early 2017 with the support of Teton County. The SPET will allow the College to buy two lots on Veronica Lane.

This report models program area, adjacencies, and stacking to test the College's program. The first series of design graphics and representations in this document are general in nature and are driven by program relationships, spatial adjacencies, and the functional flow of the building. Two additional diagrams are provided as test-fits on the Veronica Lane site.



Center for the Arts - Jackson, WY

I.2 Acknowledgements

Project Team

Owner

Dr. Brad Tyndall
President of the College

Steering Committee

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*Director, Central Wyoming College
Jackson*

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Vice President for Academic Affairs

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Programs*

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Zaist Construction Management

Stan Zaist
Cost Estimating

Hershberger Design

Bonny and Mark Hershberger
Landscape Architect

Jedrzejewski Designs

Ric Jedrzejewski
Culinary Lab Planner

I.3 Design Process

The design process for the new CWC Jackson Center is an extension of work begun in 2012 on the Central Wyoming College Master Plan update. Work completed at that time defined the areas of academic instruction in need of new spaces. That work has been the basis of a multi workshop-based process which has produced this Level II report.

Four primary on-site workshops were the basis of the design process for this document. Beginning in March 2016, building users, administrators, state representatives and the design team met on site to review programmatic needs, room data, and all course offerings. In the first workshop, site visits were arranged to review the sites deemed viable at that time. Programmatic adjacencies were discussed and goals for overall building function were explored and recorded.

Later that month, the design team returned to present alternatives for building stacking, building organization, program adjacencies and basic building conceptual diagrams. Program areas were explored in greater detail, and an overall program summary and conceptual cost model was developed. Also in the second workshop, the design team and building users had a general discussion with a steering committee of community members organized by the college. At this workshop, it was concluded that negotiations regarding potential sites would remain ongoing for some time, and that this report would be concluded prior to the resolution of the final site acquisition. Therefore, any design information was determined to be primarily programmatic, very conceptual, and not site specific.

In early April 2016, the third workshop was convened. During this session, users and the design team verified programmatic relationships as expressed in the diagrams in this report. The program plan was finalized in terms of spaces and quantities for the Center. Tours and detailed food service and culinary space design discussions were held, and the conceptual vision of the instructional areas was completed.

In March and April 2017, the design team reconvened with the College to review a condensed program and study the two, adjacent lots on Veronica Lane. This study informed the application for the SPET. The site plan graphics and revised cost model presented in this report assume the College is able to rezone the two lots into one larger site. Additionally, language is provided in the report from Jorgensen Associates concerning the nature of the rezoning process with the Town of Jackson and Teton County, WY.



CWC Culinary Students

II. PROGRAM

II.1 Academic Program Summary

Based on the 2012 Level I research and economic changes in Teton County and the State of Wyoming over the past four years, Central Wyoming College-Jackson is developing a responsive and exciting academic program to address the needs of our community for high education and economic development skills. With limited facilities the college pursues strong relationships with local businesses, developing academic support for students with remedial needs and introducing programs that address the interests of our community and the demands of employers.

Below are some examples:

As recommended in the 2012 Level I report, the Culinary and Hospitality Program has inaugurated a condensed schedule in order to meet the employment needs of Teton County's resorts, hotels and restaurants. Ten (10) culinary/hospitality students are now interns with employers such as the Jackson Hole Mountain Resort in the busy seasons. With the much needed teaching kitchen the college will be able to place up to 100 student interns into local and state-wide hospitality companies. This will support and encourage the state's vibrant tourism industry. Graduates currently are 100% employed; inquiries to hire these students come not just from Teton County but from all over the region.

Outdoor Education has expanded, reaching the limit that CWC Jackson can support the program with current facilities. The college partners with a highly regarded and accredited company, Jackson Hole Outdoor Leadership Institute (JHOLI). Through JHOLI, Wilderness Emergency Medical Technicians (WEMT) receive required training for the town, county and federal agencies as well as outdoor industry professionals. The Outdoor Education program supports every business in the area with occupational safety training such as First Aid and CPR. With flexible teaching classrooms in an educational center the timing and quantity of classes can better meet the needs of the region. Additionally, future degrees in Outdoor Leadership at the CWC-Jackson center will integrate with the successful CWC program at Sinks Canyon strengthening both.

The college is pro actively determining future academic offerings. For example, Sustainability Leadership: Business & the Environment is a potential program that will be developed through CWC-Jackson. Careers in sustainability management, consulting, development and education are on the rise and the demand for trained, knowledgeable sustainability professionals is expected to continue in the coming years. We are working with companies and individuals to develop this professional certificate program. The Jackson/Teton County Comprehensive Plans states, "Sustainability is a system of practices that are healthy for the environment, community and economy and can be maintained for current and future generations."

As noted both in the 2012 Level I report and the 2015 Wyoming Community College Report the needs of developmental learners must continue to be addressed. Over the past ten (10) years 1,111 students have received focused support with foundation courses through the Jackson Center. CWC-Jackson strives to implement the productive remedial educational reforms that are offered through the main campus. However, one computer lab (equipped with 8 computers) serves all of our classes and the needs of studying students and many students are turned away due to the limited classroom capacity.

Teton County's economy depends on tourism, a healthy national park system and a growing industry of entrepreneurial businesses utilizing creative technology grounded with strong business skills. Central Wyoming College is responsible for offering quality educational programs to support the dreams of Wyoming residents through this western region of the state. With an educational center located in Teton County much needed programs in medical and science programs, Culinary and Hospitality, business, and education will offer skills and opportunities to those we serve.

II.2 Program Summary

Space	Net SF (asf)	Gross SF (gsf)	
Nursing	3,159	4,759	27%
Labs	2,205	3,021	
Lab Support	630	1,295	
Offices	324	444	
Science	1,476	2,022	12%
Labs	1,260	1,726	
Offices	216	296	
Culinary / Hospitality	2,348	3,216	19%
Labs	2,240	3,068	
Offices	108	148	
Shared Space	5,334	7,337	42%
Classrooms	2,835	3,884	
Offices	384	526	
Shared Building Support	2,115	2,927	
Total	12,317	17,334	73%

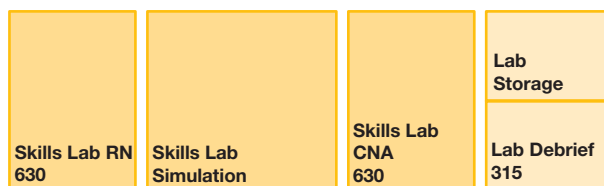
II.3 Program Detail

Space	Area	Qty	Net SF (asf)	Gross SF (gsf)	
Nursing			3,159	4,759	27%
Labs			2,205	3,021	
Skills Lab RN	630	1	630	863	
Skills Lab Simulation	945	1	945	1,295	
Skills Lab CNA	630	1	630	863	
Lab Support			630	1,295	
Storage	315	1	315	863	
Debrief	315	1	315	432	
Offices			324	444	
Faculty Office	108	3	324	444	
Science			1,476	2,022	12%
Labs			1,260	1,726	
Microbiology / Chemistry	630	1	630	863	
Biology / Anatomy / Physiology / Physics / Earth + Env Science	630	1	630	863	
Offices			216	296	
Faculty Office	108	2	216	296	
Culinary / Hospitality			2,348	3,216	19%
Labs			2,240	3,068	
Teaching Kitchen	750	1	750	1,027	
Com. / Entrepreneurial Kitchen / Baking	750	1	750	1,027	
Scullery	140	1	140	192	
Cooler	120	1	120	164	
Freezer	120	1	120	164	
Custodial / Washer-Dryer	120	1	120	164	
Pantry	120	1	120	164	
Storage	120	1	120	164	
Offices			108	148	
Faculty Office	108	1	108	148	

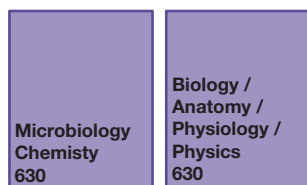
Space	Area	Qty	Net SF (asf)	Gross SF (gsf)	
Shared Space			5,334	7,337	42%
Classrooms			2,835	3,884	
Classroom - General	420	2	840	1,151	
Classroom - Science	420	1	420	575	
Classroom - Nursing	420	1	420	575	
Computer Lab - General	420	2	840	1,151	
Tutoring	315	1	315	432	
Offices			384	526	
Faculty Office	108	3	324	444	
Admin	60	1	60	82	
Shared Building Support			2,115	2,927	
Maintenance	300	1	300	411	
General Storage	315	1	315	432	
Recycling/Trash	150	1	150	205	
Custodial Storage	75	1	75	103	
Custodial Closet	75	1	75	103	
Mechanical	1,000	1	1,000	1,400.00	
Electrical	100	1	100	137	
IT	100	1	100	137	
Total			12,317	17,334	73%

II.4 Program Diagrams

Nursing



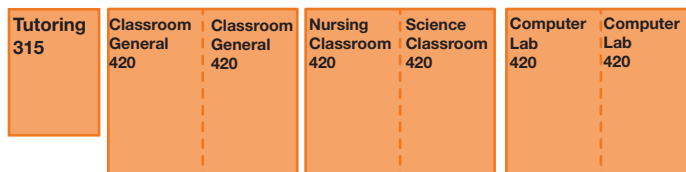
Science



Culinary



Classroom



Office



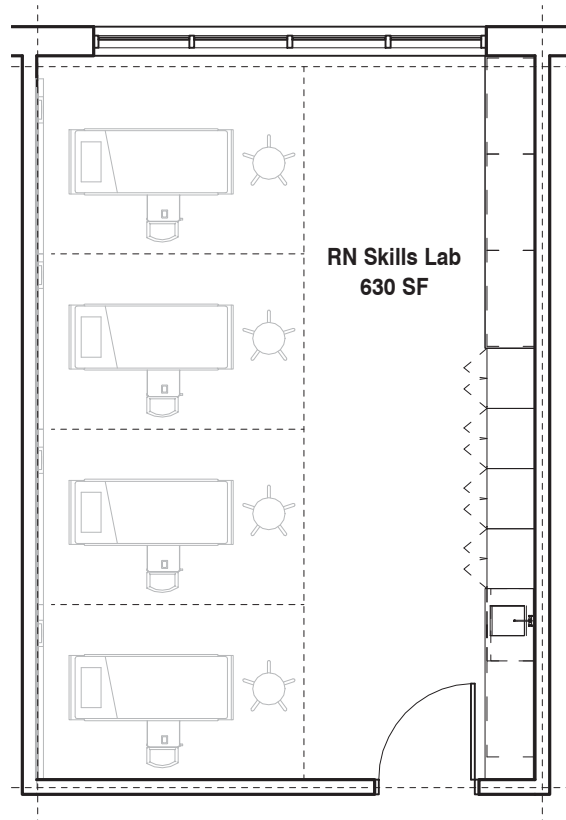
Building Support



II.5 Program Adjacencies



II.6 Room Data Sheets

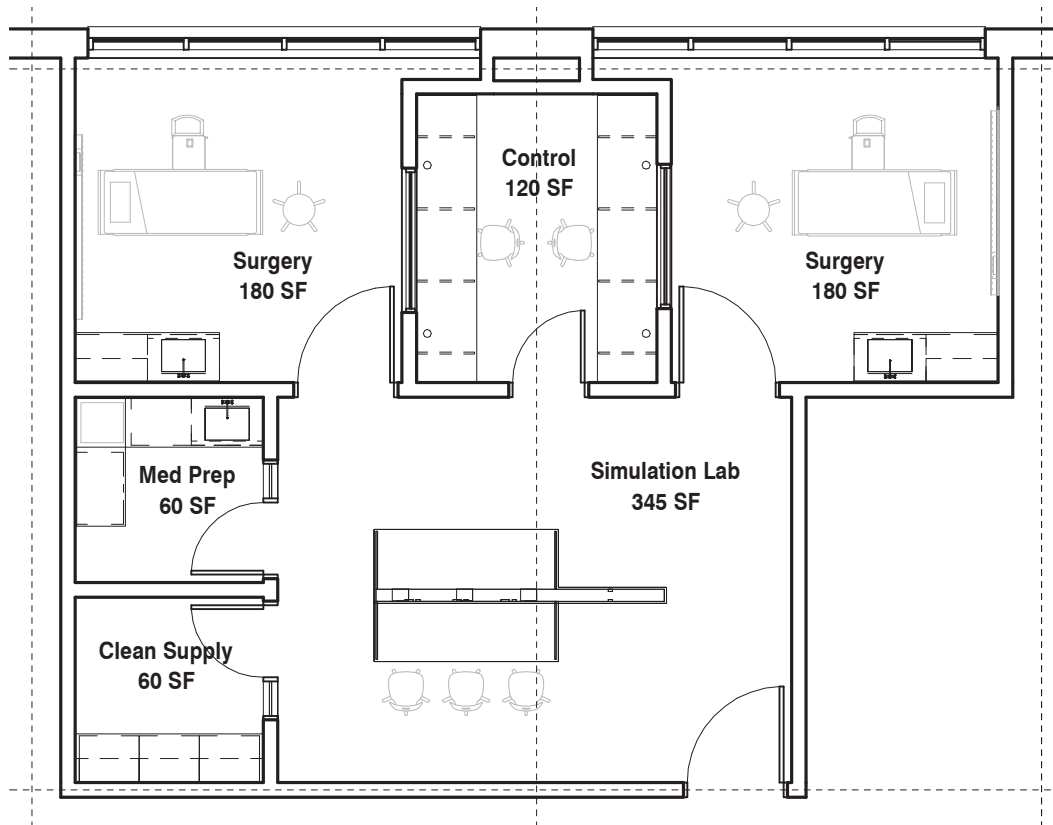


Nursing - Skills Lab RN



Architectural Specifications

ROOM NAME / NUMBER:	Nursing Skills Lab RN
AREA:	630 sf
NUMBER OF STATIONS:	4
FUNCTION:	Lab
PRIMARY ADJACENCIES:	Lab Debrief and Simulation Lab
SPECIALTY EQUIPMENT:	Nursing headwall, medical surgery bed, over bed table, exam stool
FLOORS:	Resilient sheet flooring
WALLS:	GWB
CEILING:	Suspended acoustic panel ceiling
FURNITURE:	n/a
REMARKS:	4 beds 630 SF, need 1 lab support prep space 80 SF.

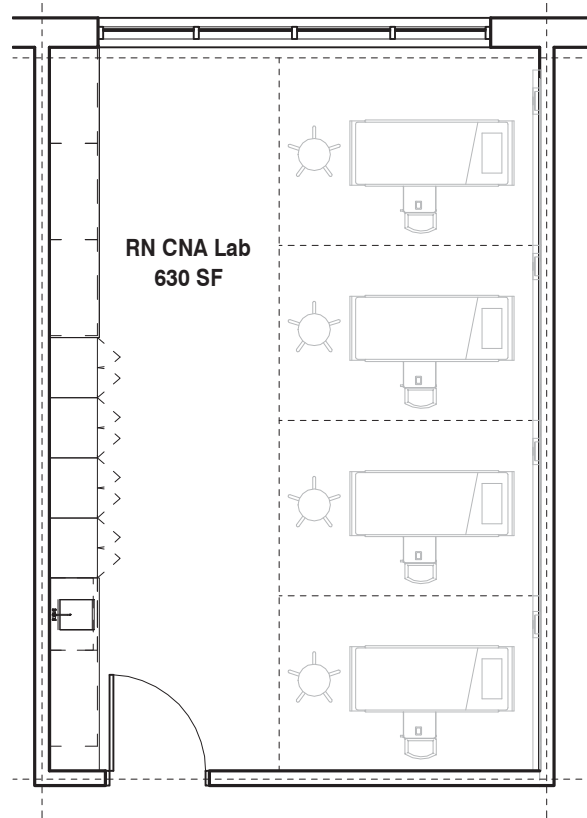


Nursing - Skills Lab Simulation



Architectural Specifications

ROOM NAME / NUMBER:	Nursing Skills Lab Simulation
AREA:	945 sf
NUMBER OF STATIONS:	2 Surgery Rooms
FUNCTION:	Lab
PRIMARY ADJACENCIES:	Lab Debrief and Skills Lab
SPECIALTY EQUIPMENT:	Nursing head wall, medical surgery bed, over bed table, exam stool, medical refrigerator, medstation, crash cart, PALS cart, simulation manikin equipment
FLOORS:	Resilient sheet flooring
WALLS:	GWB
CEILING:	Suspended acoustic panel ceiling
FURNITURE:	Student task chairs
REMARKS:	2 - 175 SF surgery suites, 1 - 125 SF control room, 1 65 SF supply room, 1 65 SF med prep room, 1 - 480 SF nurse station

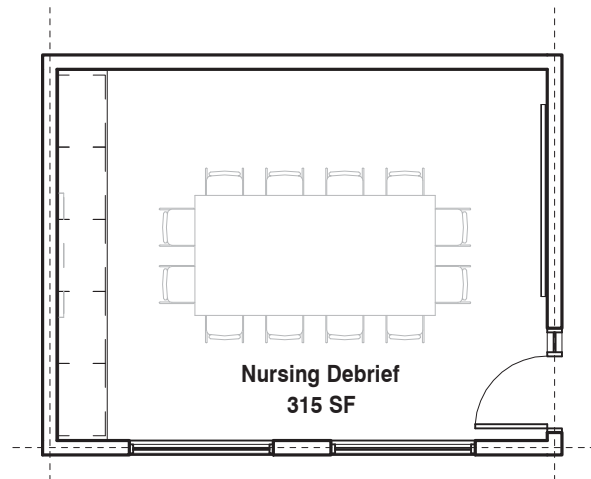


Nursing - Skills Lab CNA



Architectural Specifications

ROOM NAME / NUMBER:	Nursing Skills Lab CNA
AREA:	630 sf
NUMBER OF STATIONS:	4
FUNCTION:	Lab
PRIMARY ADJACENCIES:	Lab Debrief
EQUIPMENT:	Nursing head wall, medical surgery bed, over bed table, exam stool
FLOORS:	Resilient sheet flooring
WALLS:	GWB
CEILING:	Suspended acoustic panel ceiling
FURNITURE:	n/a
REMARKS:	ADD ALTERNATE. 4 beds 630 SF, need 1 lab support prep space 80 SF, prep could be used by dental assistant + CNA State Testing.

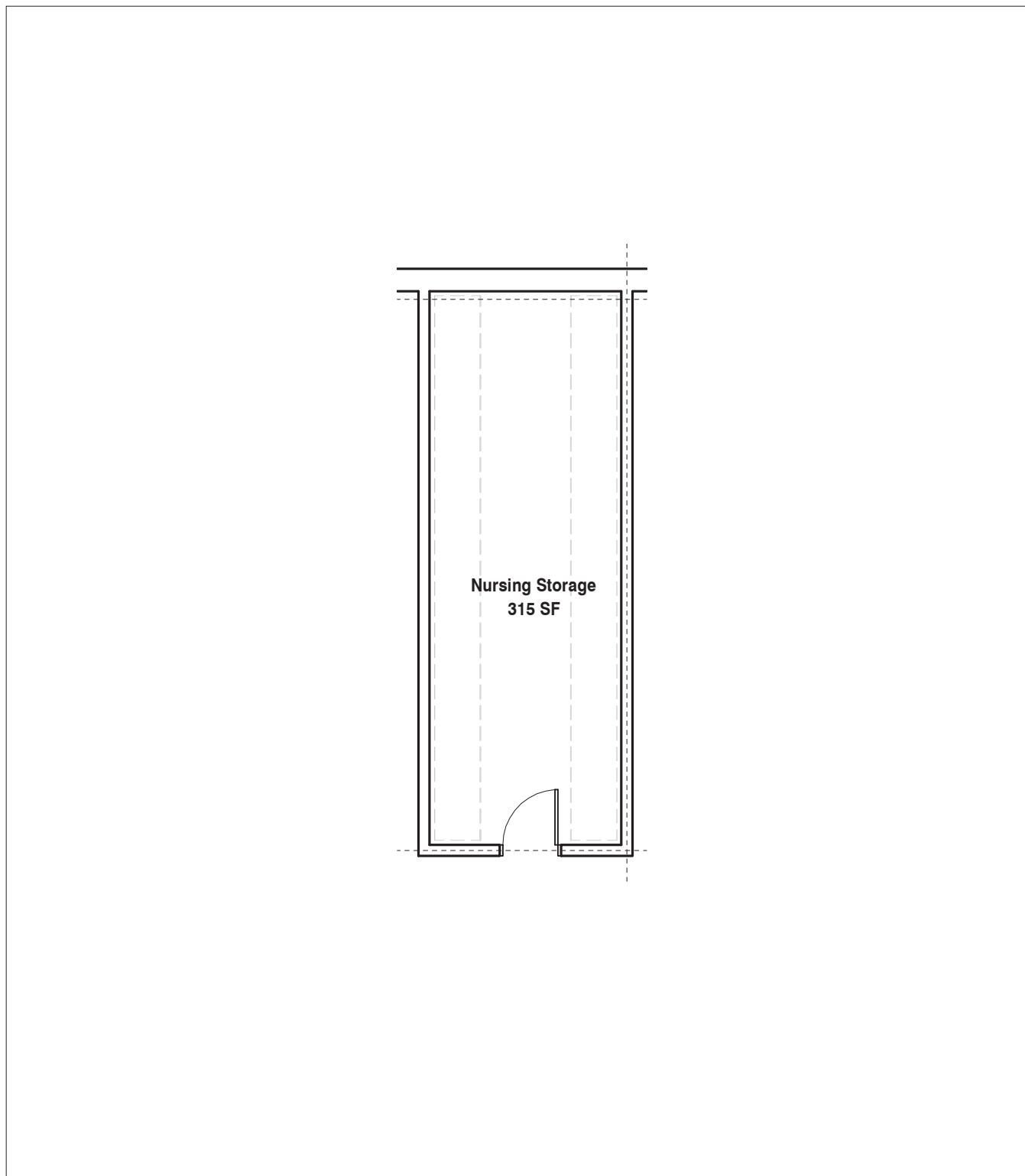


Nursing - Lab Support Debrief



Architectural Specifications

ROOM NAME / NUMBER:	Nursing Debrief
AREA:	315 sf
NUMBER OF STATIONS:	12 seats
FUNCTION:	Conference
PRIMARY ADJACENCIES:	Skills CNA Lab, Skills RN Lab, Skills Simulation Lab and Allied Health
EQUIPMENT:	n/a
FLOORS:	Carpet
WALLS:	GWB
CEILING:	Suspended acoustic panel ceiling
FURNITURE:	Rectangular conference table, office/conference chair
REMARKS:	1 - shared with Skills CNA and Allied Health, 1 - shared with Skills RN and Simulation Lab

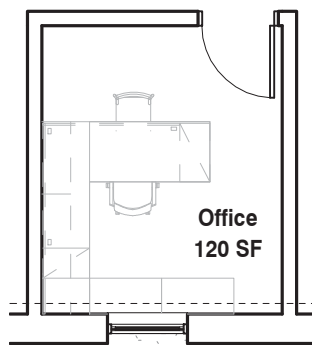


Nursing - Lab Support



Architectural Specifications

ROOM NAME / NUMBER:	Nursing Storage
AREA:	315 sf
NUMBER OF STATIONS:	n/a
FUNCTION:	Storage
PRIMARY ADJACENCIES:	Nursing Labs
EQUIPMENT:	Mobile wire shelving, mannequin cart
FLOORS:	Sealed concrete
WALLS:	GWB
CEILING:	Suspended acoustic panel ceiling
FURNITURE:	n/a
REMARKS:	Shared space

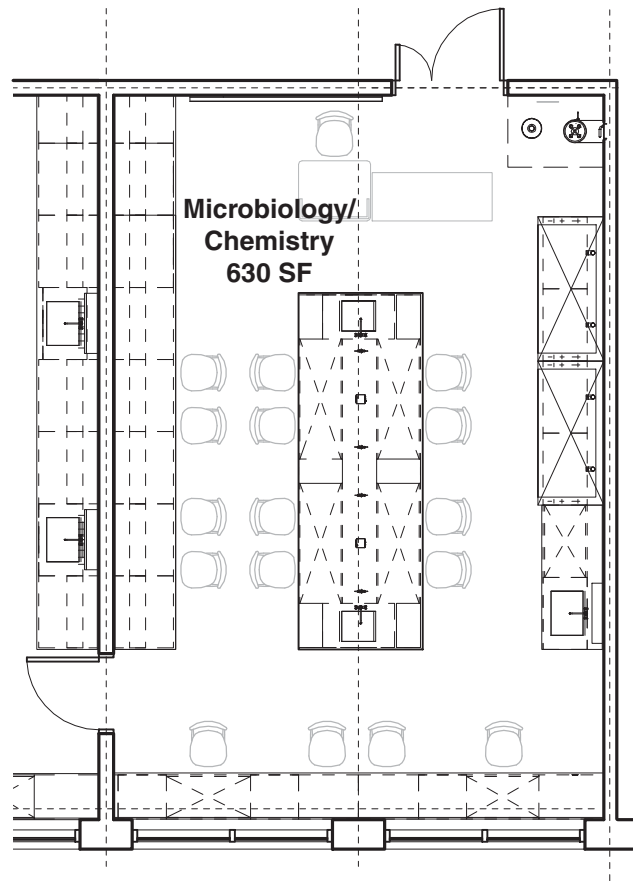


Faculty Office



Architectural Specifications

ROOM NAME / NUMBER:	Faculty Office
AREA:	120 sf
NUMBER OF STATIONS:	1
FUNCTION:	Office
PRIMARY ADJACENCIES:	n/a
EQUIPMENT:	n/a
FLOORS:	Carpet
WALLS:	GWB
CEILING:	Suspended acoustic panel ceiling
FURNITURE:	Faculty workstation, office task chair, bookcase, lateral file
REMARKS:	Nursing: 2 - nursing, 1 - allied health, 1 - future Science: 2 - faculty, 1 - future Culinary: 1 - hotel office, 1 - culinary General 1 - director, 1 - academic affairs, 1 - student affairs

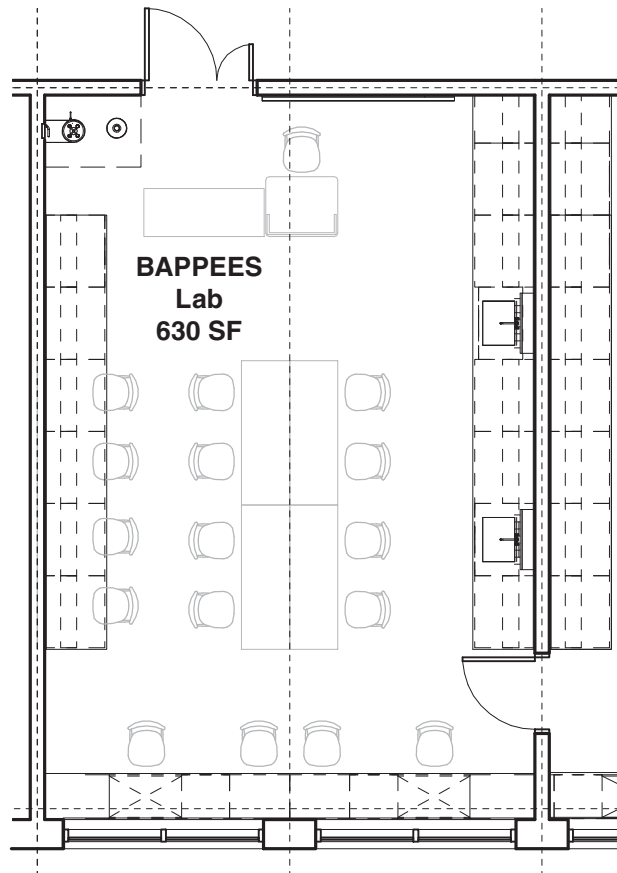


Science - Microbiology / Chemistry



Architectural Specifications

ROOM NAME / NUMBER:	Microbiology & Chemistry Lab
AREA:	630 sf
NUMBER OF STATIONS:	16
FUNCTION:	Lab
PRIMARY ADJACENCIES:	Biology, Anatomy, Physiology, Physics, and Earth and Environmental Sciences Lab
EQUIPMENT:	Chemical fume hoods
FLOORS:	Finished polished concrete with lab sealant
WALLS:	GWB
CEILING:	Suspended acoustic panel ceiling
FURNITURE:	16 student task chairs, 1 instructor task chair, 1 classroom lectern, 1 movable table
REMARKS:	16 stations, fixed utilities, 2 fume hoods, need access to Prep space

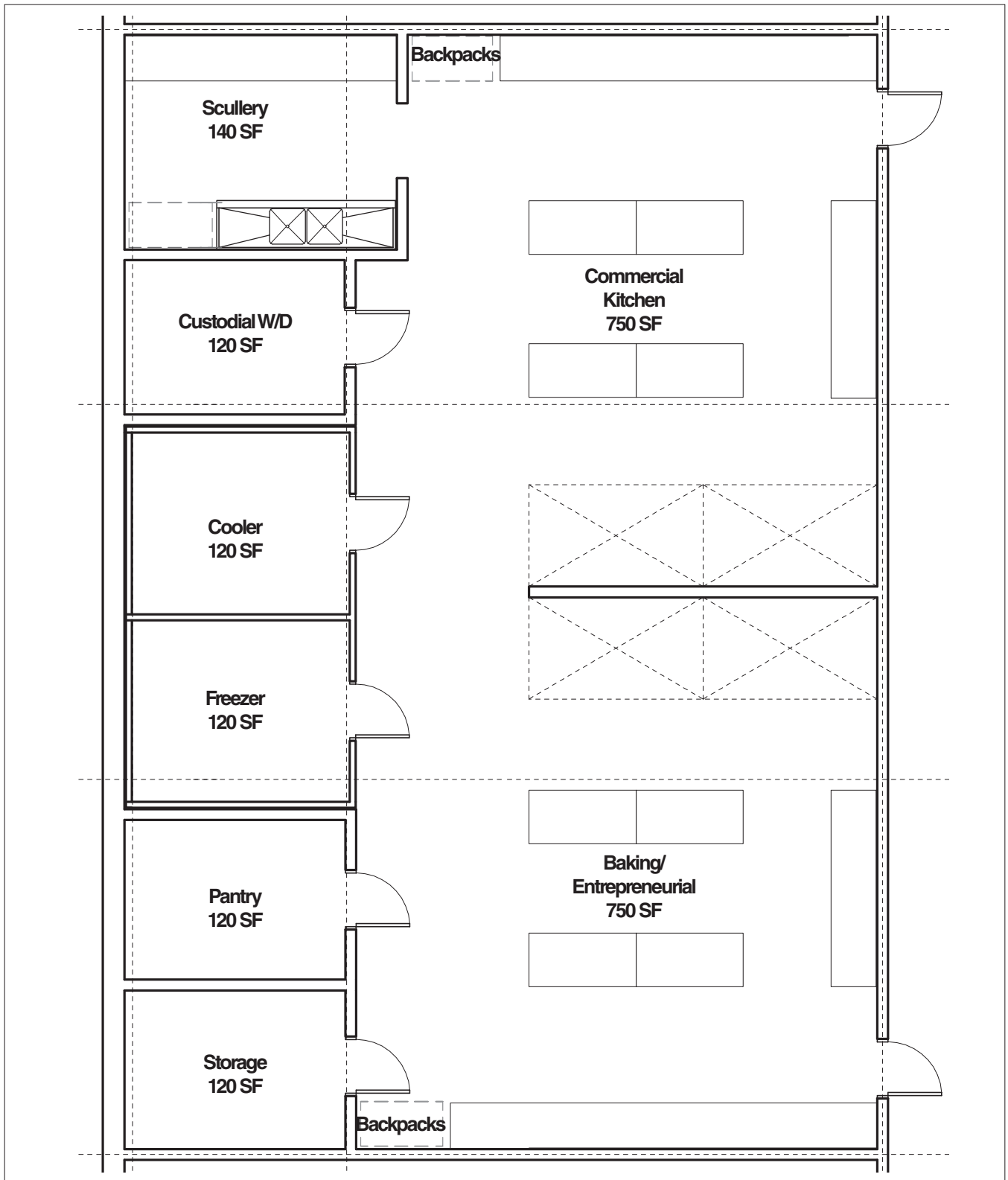


Science - Biology / Anatomy / Physiology / Physics / Earth Sciences



Architectural Specifications

ROOM NAME / NUMBER:	Biology, Anatomy, Physiology, Physics, and Earth and Environmental Sciences
AREA:	630 sf
NUMBER OF STATIONS:	16
FUNCTION:	Lab
PRIMARY ADJACENCIES:	Microbiology and Chemistry Lab
EQUIPMENT:	Lab growth chamber
FLOORS:	Finished polished concrete with lab sealant
WALLS:	GWB
CEILING:	Suspended acoustic panel ceiling
FURNITURE:	16 student task chairs, 1 instructor task chair, 8 movable tables + 1 instructor movable table, 1 classroom lectern
REMARKS:	16 Stations, no hoods, need access to Prep space, fixed equipment at perimeter, storage for student kits

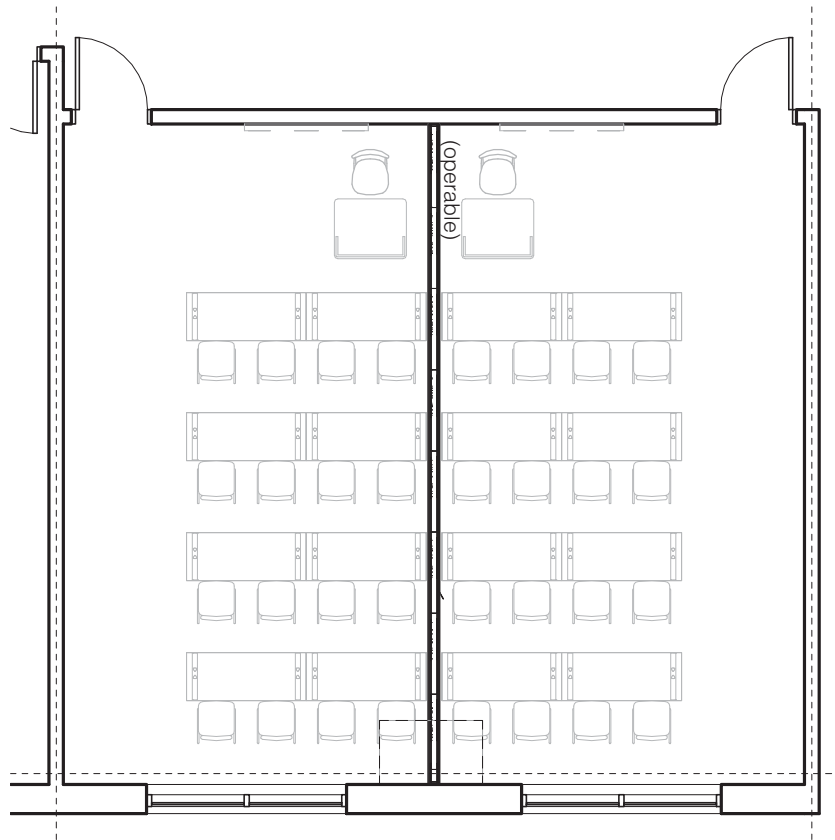


Culinary



Architectural Specifications

ROOM NAME / NUMBER:	Commercial and Baking Kitchen Labs
AREA:	2460 sf
NUMBER OF STATIONS:	16 per kitchen
FUNCTION:	Culinary Lab
PRIMARY ADJACENCIES:	Service, Classrooms, and main entry
EQUIPMENT:	Commercial Kitchen: 4 ranges - 6 burners each, 2 grills, 2 fryers, refrigerator, small Kombi oven, stack convection oven, vertical food slicer, vertical food chopper, 20 quart mixer, ice maker, bowl food processor, small tilt skillet, salamander above range, small bench top smoker. Baking Kitchen: 2 ranges - 6 burners each, convection oven, deck oven, small kombi oven, proof box, floor mounted mixer, sprayer wash system for hosing out both kitchens.
FLOORS:	Finished polished concrete
WALLS:	GWB
CEILING:	Suspended acoustic panel ceiling - waterproof and washable
FURNITURE:	4 tables for 4 students each, for each lab
REMARKS:	Commercial Kitchen with 16 stations, includes storage, pantry, adjacent to dock Baking Kitchen with 16 stations, public use/non-credit classes.

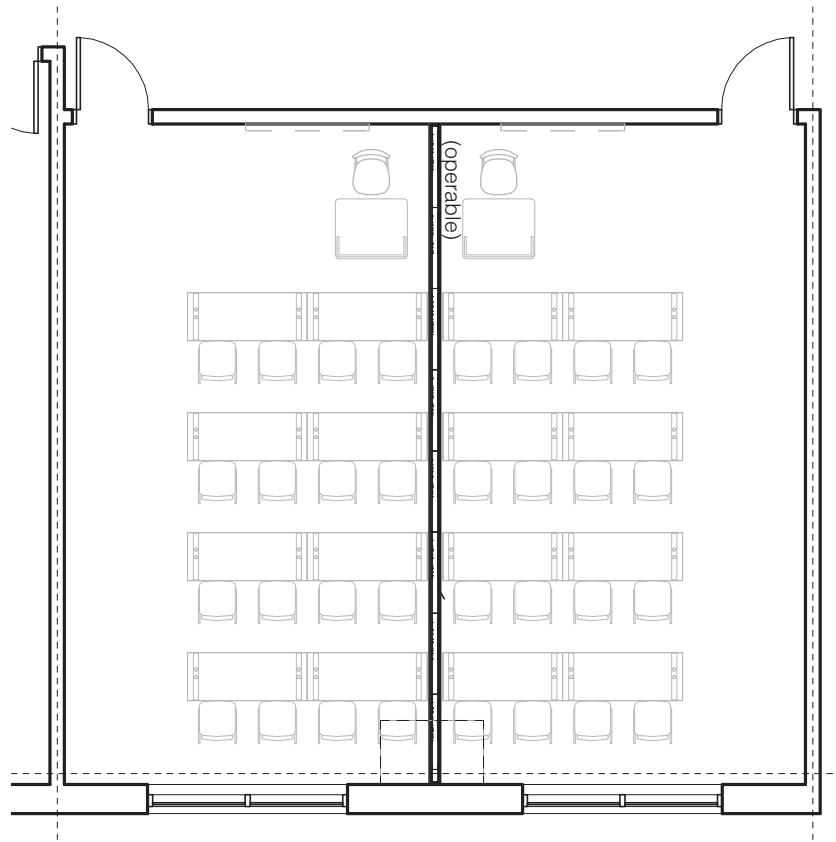


Classrooms - General



Architectural Specifications

ROOM NAME / NUMBER:	General Classroom
AREA:	420 sf
NUMBER OF STATIONS:	16
FUNCTION:	Classroom
PRIMARY ADJACENCIES:	n/a
EQUIPMENT:	n/a
FLOORS:	Carpet
WALLS:	GWB, operable partition
CEILING:	Suspended acoustic panel ceiling
FURNITURE:	1 Classroom lectern, 1 instructor task chair, 8 folding classroom training tables, 16 stacking classroom chairs
REMARKS:	16 students, operable partition to create one large room for 32 students. Video conference classroom.

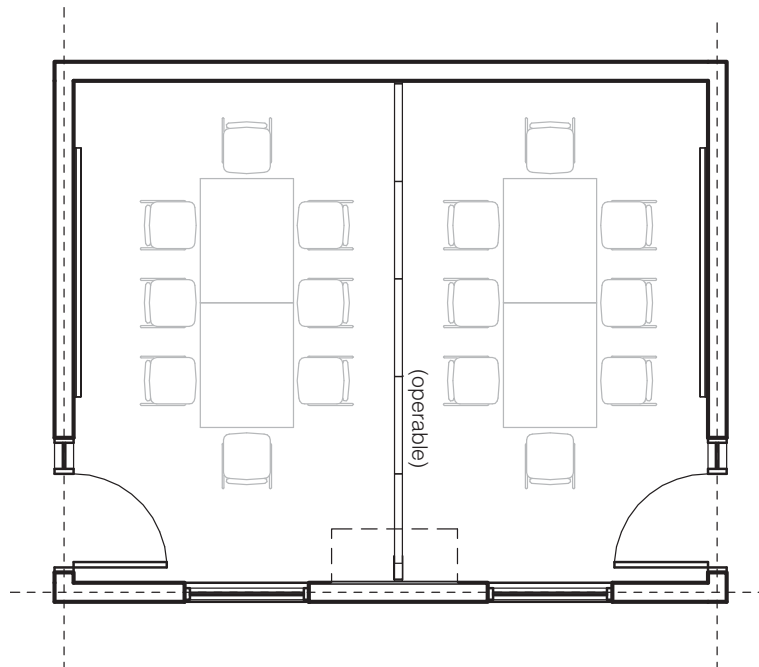
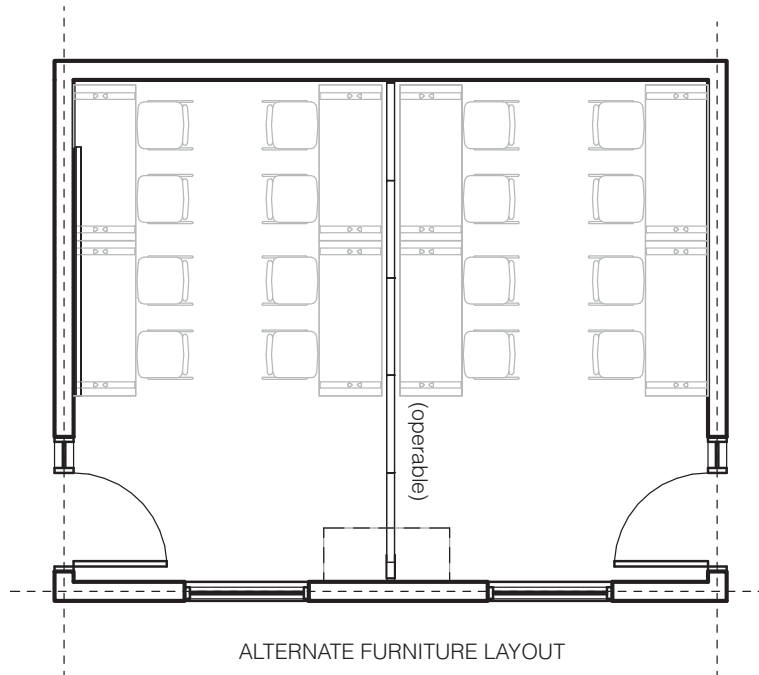


Computer Lab - General



Architectural Specifications

ROOM NAME / NUMBER:	Computer Lab
AREA:	420 sf
NUMBER OF STATIONS:	16
FUNCTION:	Classroom
PRIMARY ADJACENCIES:	n/a
EQUIPMENT:	n/a
FLOORS:	Carpet
WALLS:	GWB, operable partition
CEILING:	Suspended acoustic panel ceiling
FURNITURE:	1 classroom lectern, 1 instructor task chair, 8 two-tier computer tables, 16 stacking classroom chairs
REMARKS:	16 students, operable partition to create one large room for 32 students



Computer Lab - Tutoring



Architectural Specifications

ROOM NAME / NUMBER:	Tutoring
AREA:	315 sf
NUMBER OF STATIONS:	6
FUNCTION:	Classroom
PRIMARY ADJACENCIES:	n/a
EQUIPMENT:	n/a
FLOORS:	Carpet
WALLS:	GWB, operable partition
CEILING:	Suspended acoustic panel ceiling
FURNITURE:	1 square conference table, 6 stacking classroom chairs
REMARKS:	Similar to the Nursing Debrief room, seating for 6, operable partition to seat 12, video conferencing

III. CONCEPT

III.1 Design Process

The conceptual organization and design shown within this report is driven by several basic parameters. The CWC Jackson Center has several programmatic areas of emphasis, each with unique needs and adjacencies. The culinary program spaces are primarily a commercial kitchen, community kitchen and support spaces. The general classrooms have an operable partition to allow them to function as one large banquet room. The nursing program includes simulation labs, support spaces, and a small debriefing classroom. The science program consists of two teaching labs. The classrooms are distributed throughout the building. Finally, the building provides faculty office space as well. Each of these areas are intended to be academic or functional rooms within the larger building, and to be readily found and clearly organized for building users. The overall facility will have a single, primary public entry, as well as a service entrance.

The culinary program spaces are comprised of two highly functional kitchen and kitchen support spaces with very specific needs. They are located adjacent to one another, and near the building service entry for easy access of food and other supplies. The kitchen spaces are large areas in footprint. The culinary spaces will be accessed directly from the public lobby.

The nursing and science spaces may be functionally combined into a single academic zone very effectively. All program areas are able to share a structural module very efficiently and effectively. Integrated into the science and nursing/allied health spaces will be general-purpose classrooms, which may be used as breakout spaces and impromptu meeting areas for these programs during the day when classes are scheduled. These spaces will also be utilized by the community during the day and in the evening for community meeting functions.

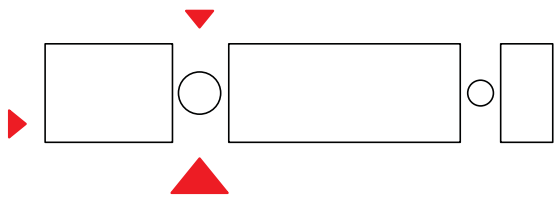
Faculty office areas will be distributed throughout the building and near the main entry. These areas are intended to open and be welcoming to students and to limit the effect of a private faculty realm. Locating offices adjacent to the educational program areas will facilitate student/faculty interaction and faculty oversight of activities going on within these spaces.

III.2 Concept Program Diagrams

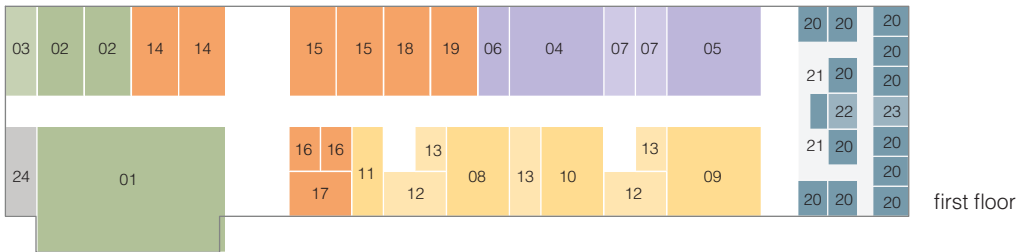
Scheme A - One Story

PART I

- Pros:** public entry adjacent to parking
separate staff entry
screened loading
efficient plan
- Cons:** single story scheme is site intensive
admin/reception function is distant from public entry



PROGRAM DIAGRAM



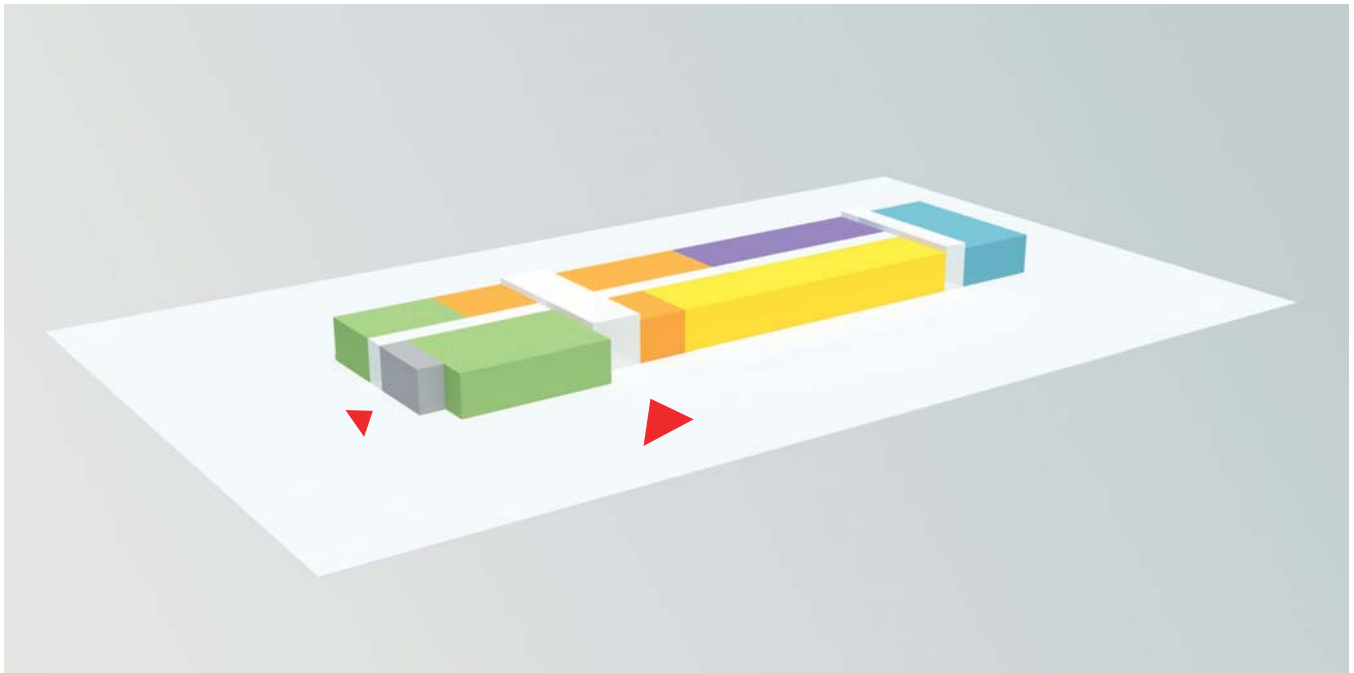
GRAPHIC LEGEND parti and program diagram

	Culinary		Science		Office		Primary Entry
	Nursing		Classroom		Building Support		Secondary Access

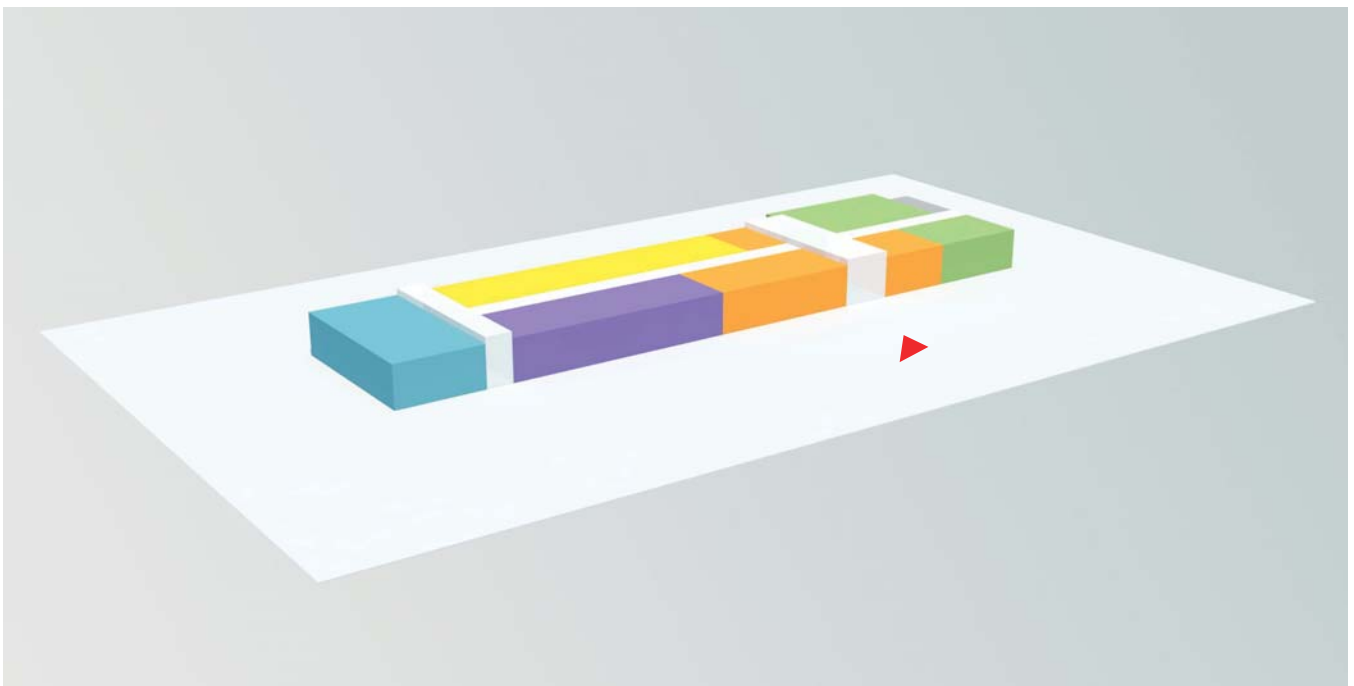
PLAN KEY program diagram

01	Kitchens	07	Stock / Prep Room	13	Nursing Storage/Prep	19	Science Classroom
02	Banquet Room	08	Skills - RN	14	General Classroom	20	Private Office
03	Chair Storage	09	Skills - Lab Simulation	15	Computer Classroom	21	Reception
04	Micro/Chemistry Lab	10	Skills - CNA	16	Computer Tutoring	22	Print / Work
05	Bio/Anatomy/Phys Lab	11	Skills - Allied Health	17	Computer Testing	23	Break Room
06	INBRE	12	Nursing Debrief	18	Nursing Classroom	24	Dock

MASSING



view from main entry



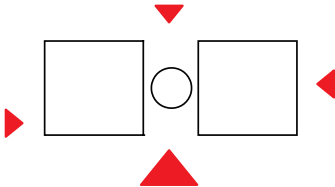
view from service entry

Scheme B - Two Story, Consolidated

PART I

Pros: central entry adjacent to parking
admin is located by front door
site efficient scheme
distributes activity throughout building

Cons: scheme does not efficiently stack
staff does not have separate entry



PROGRAM DIAGRAM



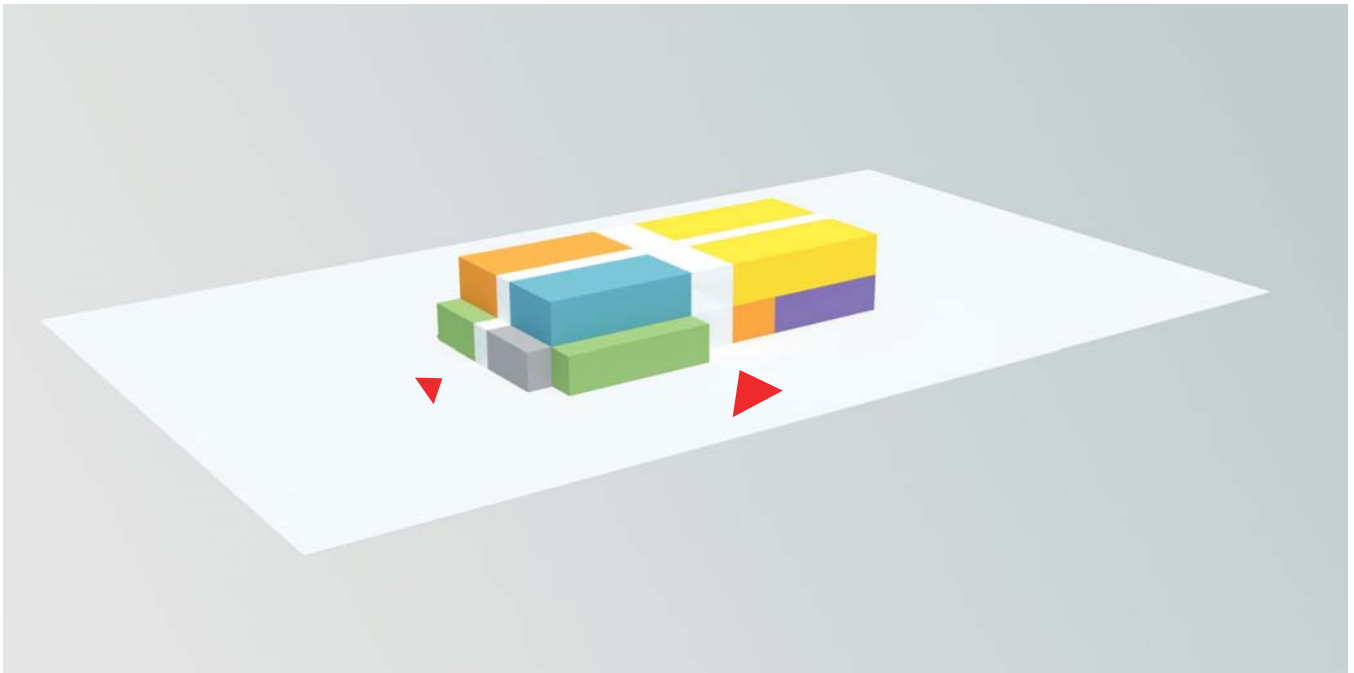
GRAPHIC LEGEND parti and program diagram

	Culinary		Science		Office		Primary Entry
	Nursing		Classroom		Building Support		Secondary Access

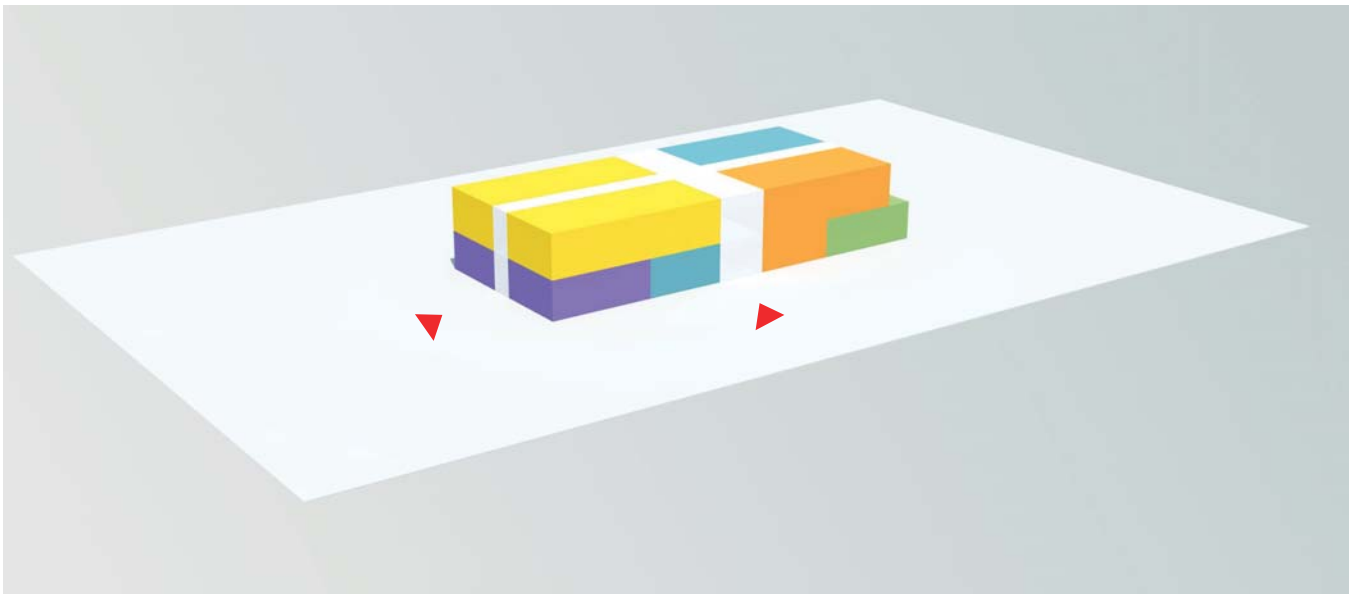
PLAN KEY program diagram

01	Kitchens	07	Stock / Prep Room	13	Nursing Storage/Prep	19	Science Classroom
02	Banquet Room	08	Skills - RN	14	General Classroom	20	Private Office
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05	Bio/Anatomy/Phys Lab	11	Skills - Allied Health	17	Computer Testing	23	Break Room
06	INBRE	12	Nursing Debrief	18	Nursing Classroom	24	Dock

MASSING



view from main entry



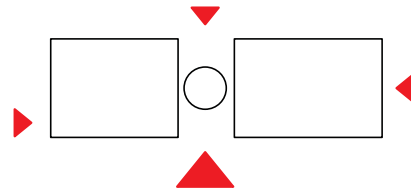
view from service entry

Scheme B.1 - Two Story, 1+2

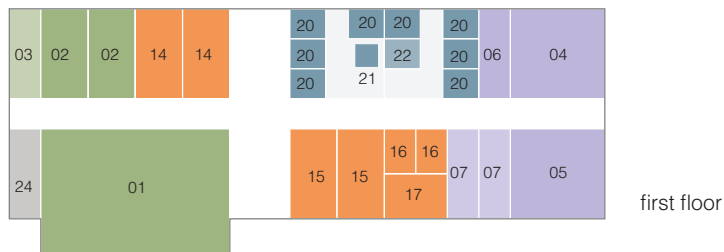
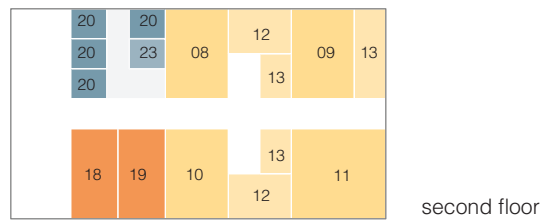
PART I

Pros: efficiently stacks
celebrates culinary component
central entry adjacent to parking
admin is located on each floor

Cons: less efficient site footprint
banquet room does not have a public outdoor edge



PROGRAM DIAGRAM



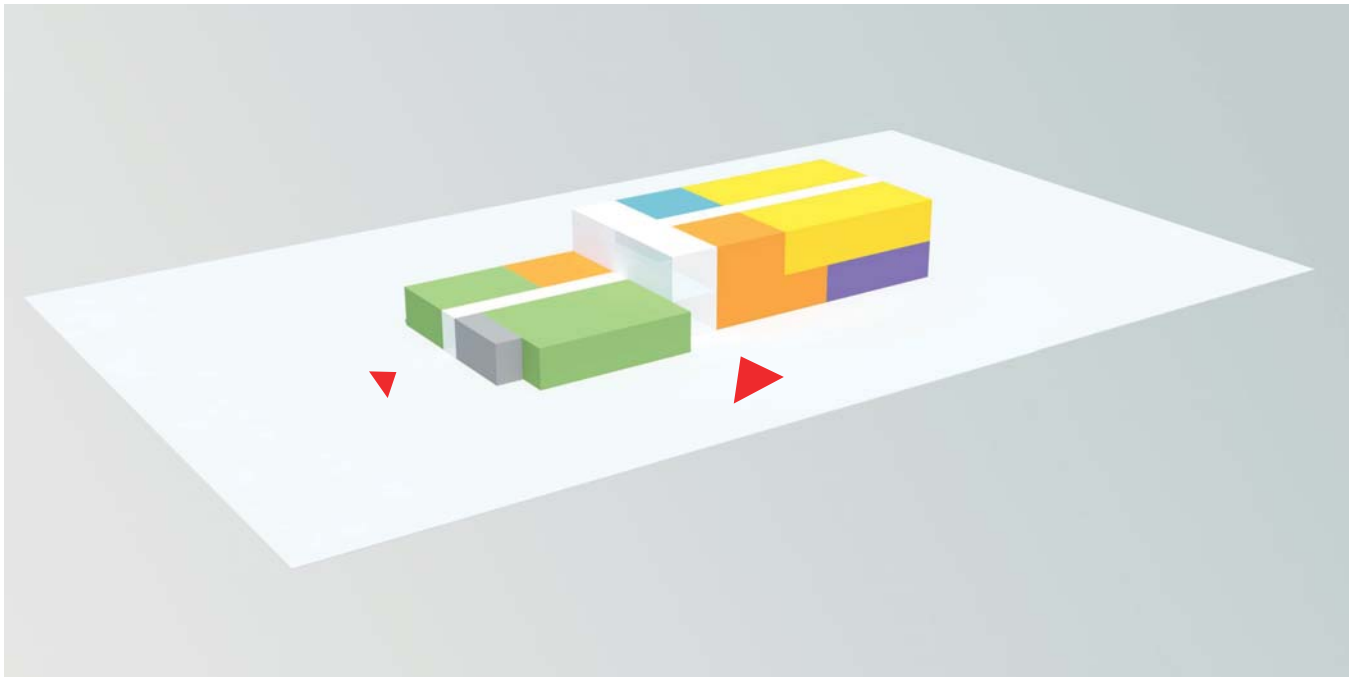
GRAPHIC LEGEND parti and program diagram

	Culinary		Science		Office		Primary Entry
	Nursing		Classroom		Building Support		Secondary Access

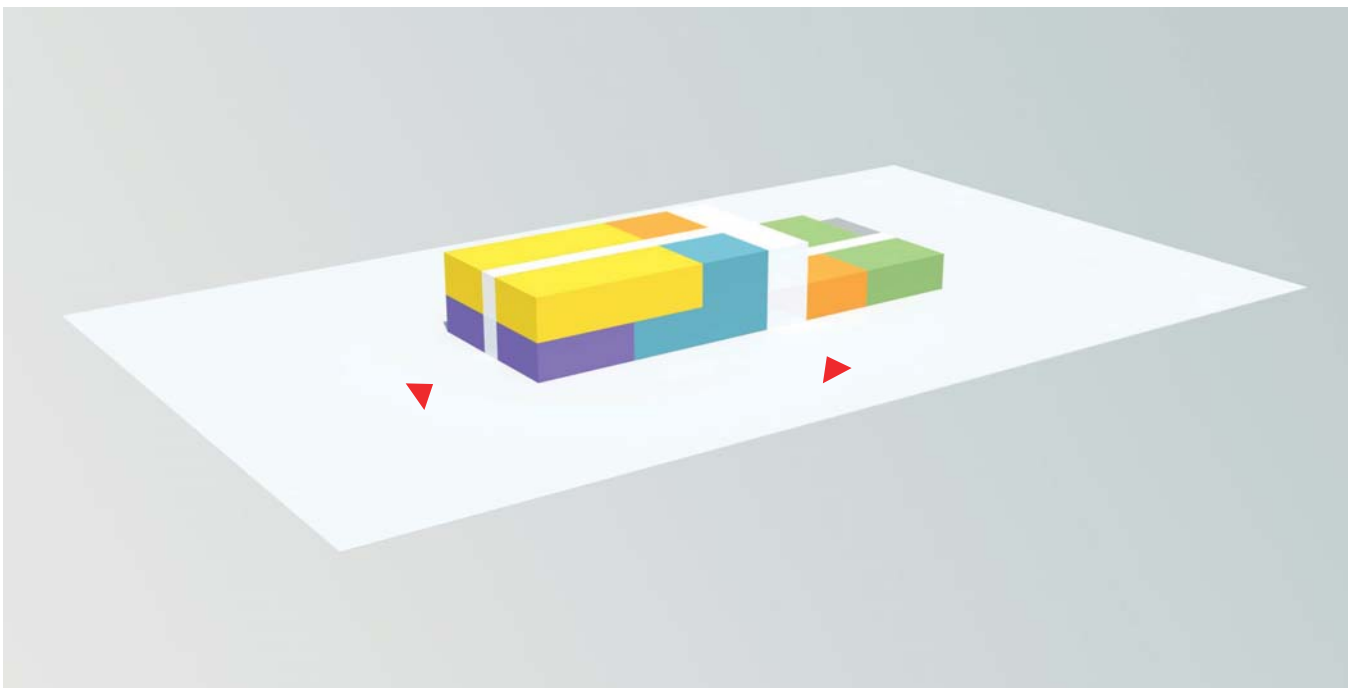
PLAN KEY program diagram

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06	INBRE	12	Nursing Debrief	18	Nursing Classroom	24	Dock

MASSING



view from main entry

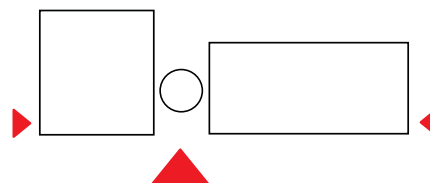


view from service entry

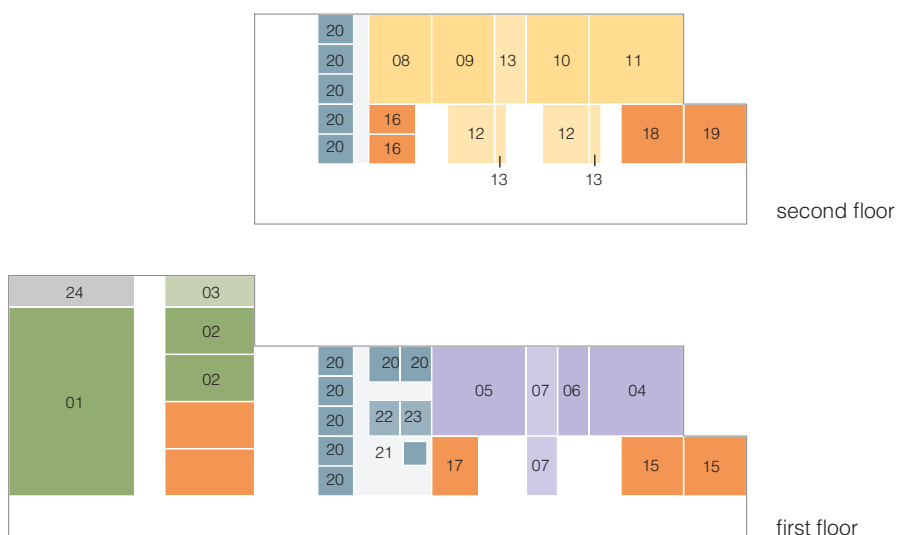
Scheme B.1 - Two Story, 1+2 Single-Loaded

PART I

- Pros:** central entry adjacent to parking
celebrates culinary component
banquet room along public outdoor space
- Cons:** less efficient plan - additional building circulation
larger site footprint



PROGRAM DIAGRAM



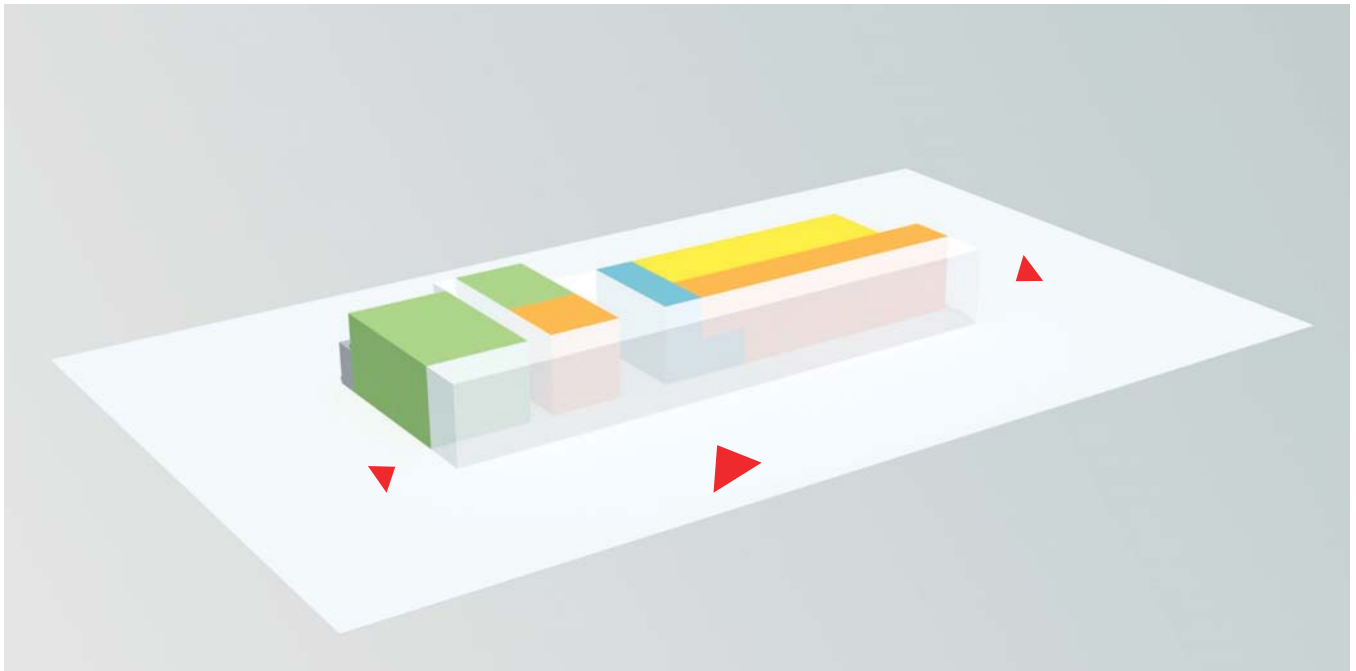
GRAPHIC LEGEND parti and program diagram

	Culinary		Science		Office		Primary Entry
	Nursing		Classroom		Building Support		Secondary Access

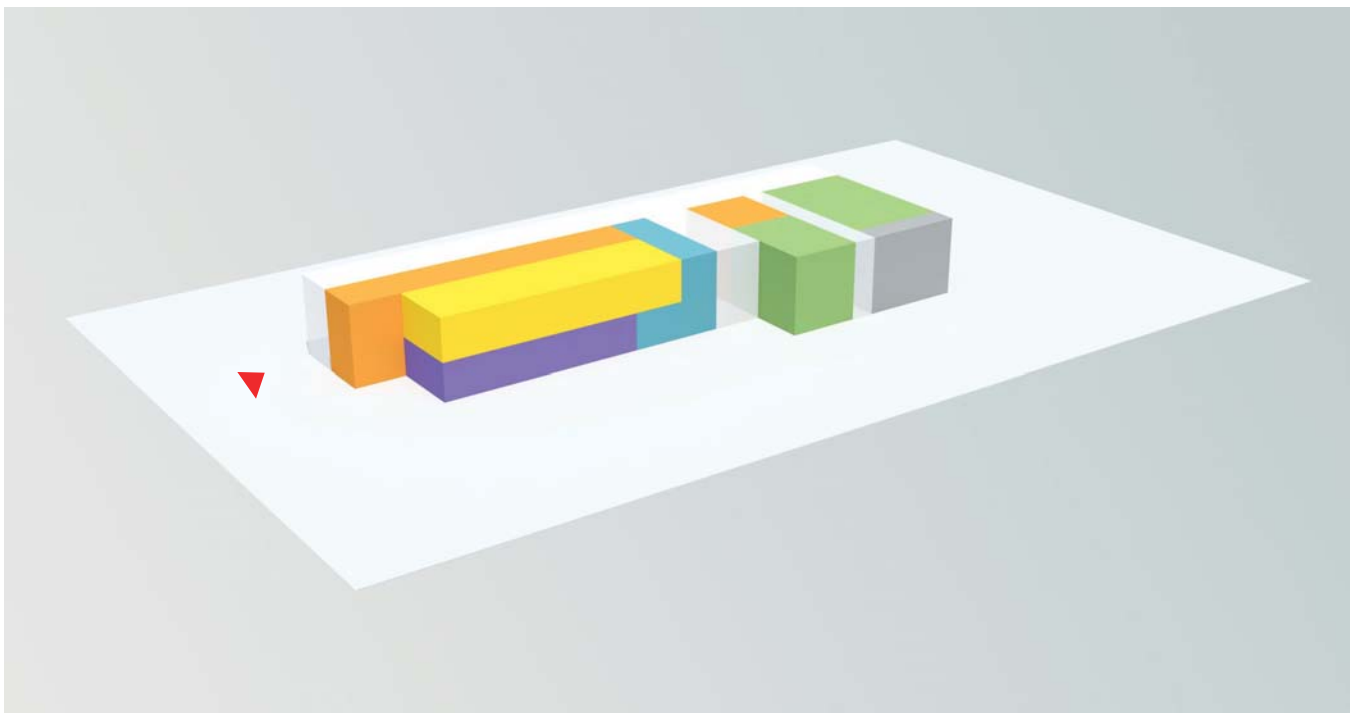
PLAN KEY program diagram

01	Kitchens	07	Stock / Prep Room	13	Nursing Storage/Prep	19	Science Classroom
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06	INBRE	12	Nursing Debrief	18	Nursing Classroom	24	Dock

MASSING



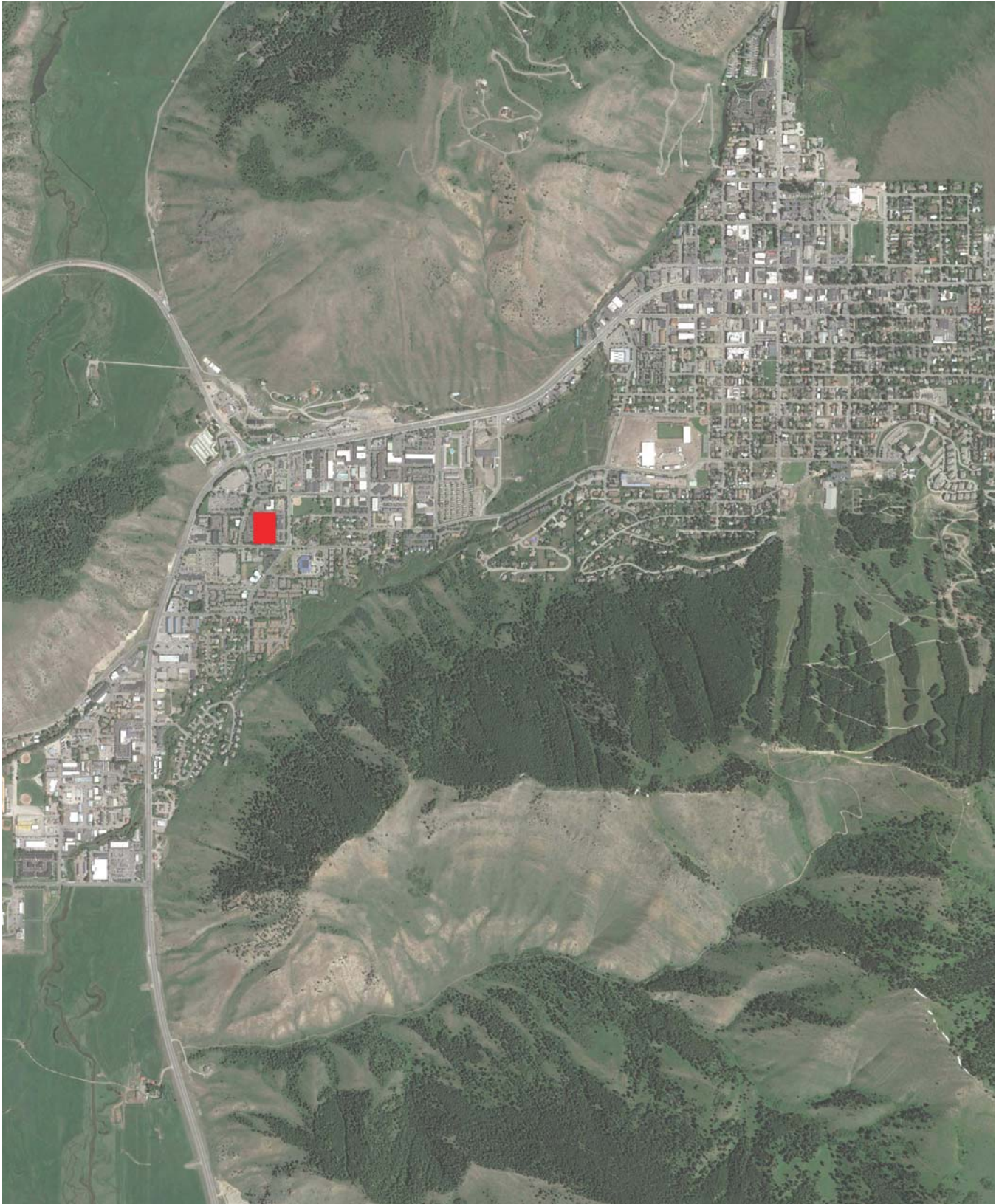
view from main entry



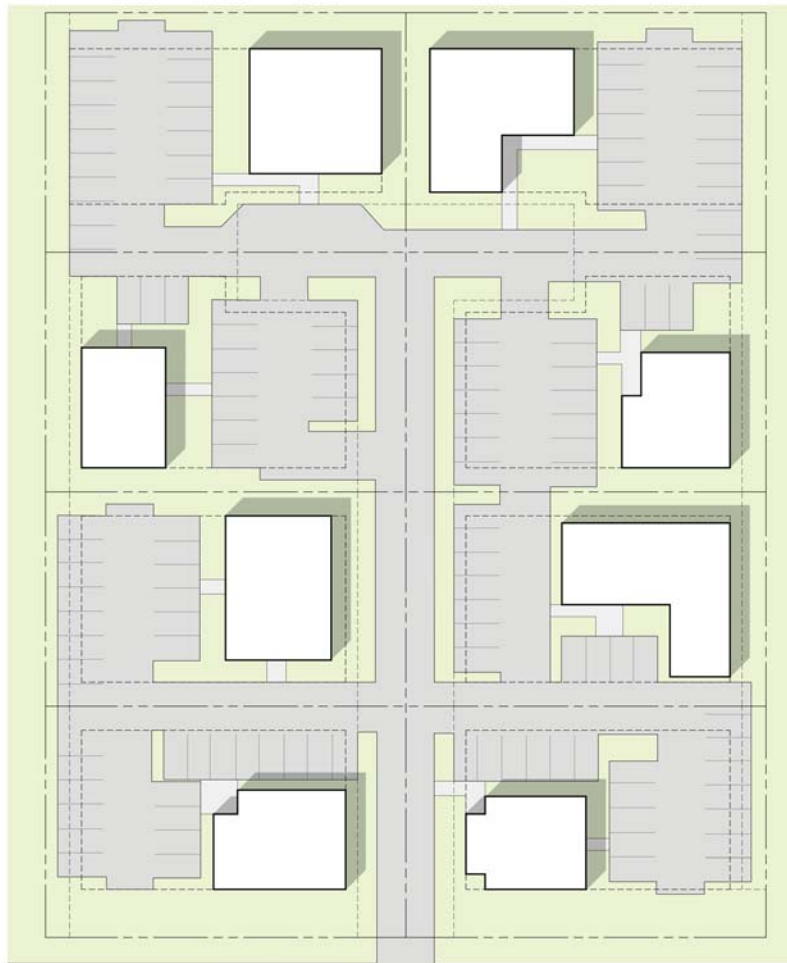
view from service entry

IV. VERONICA LANE

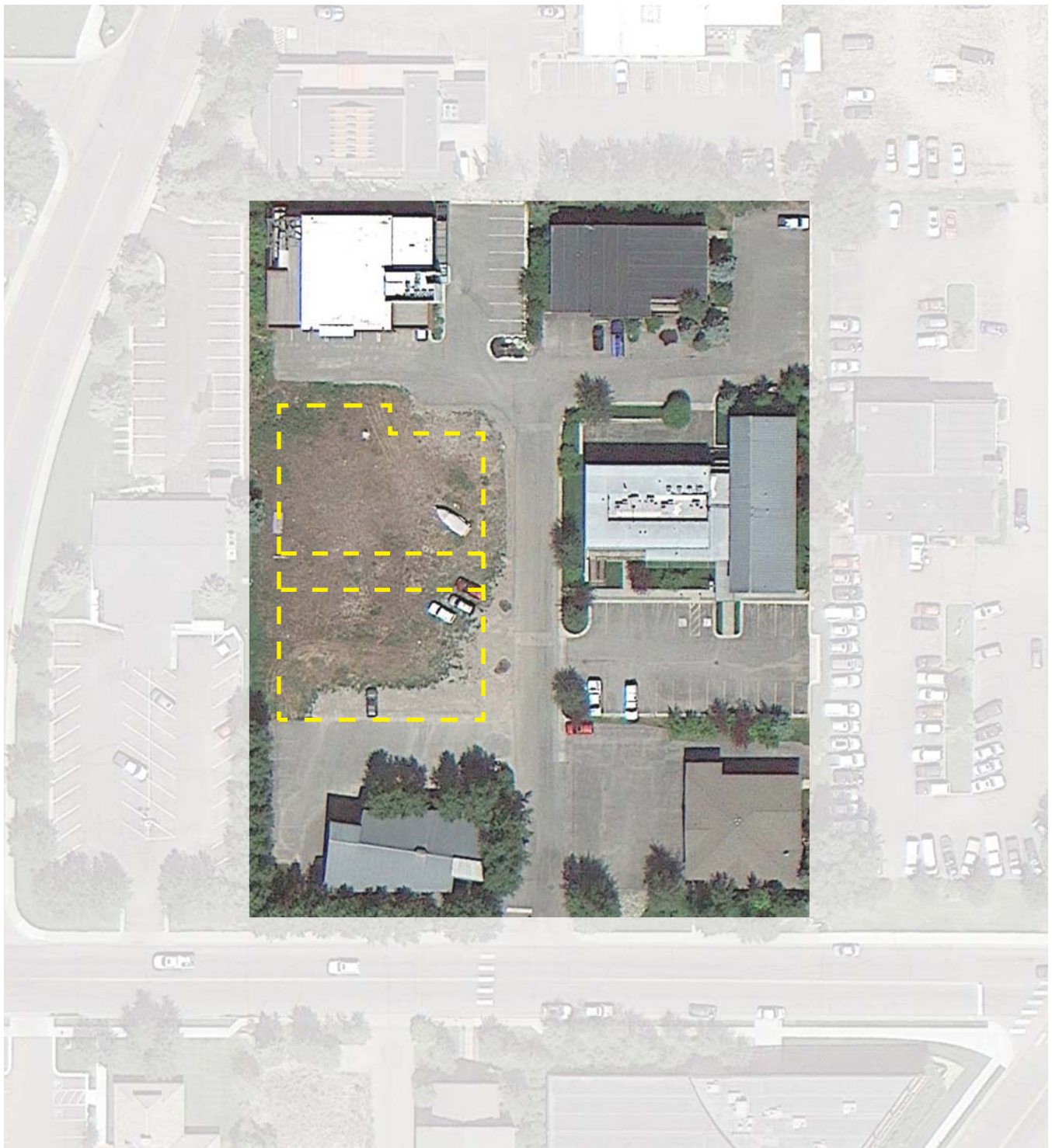
IV.1 Vicinity Map



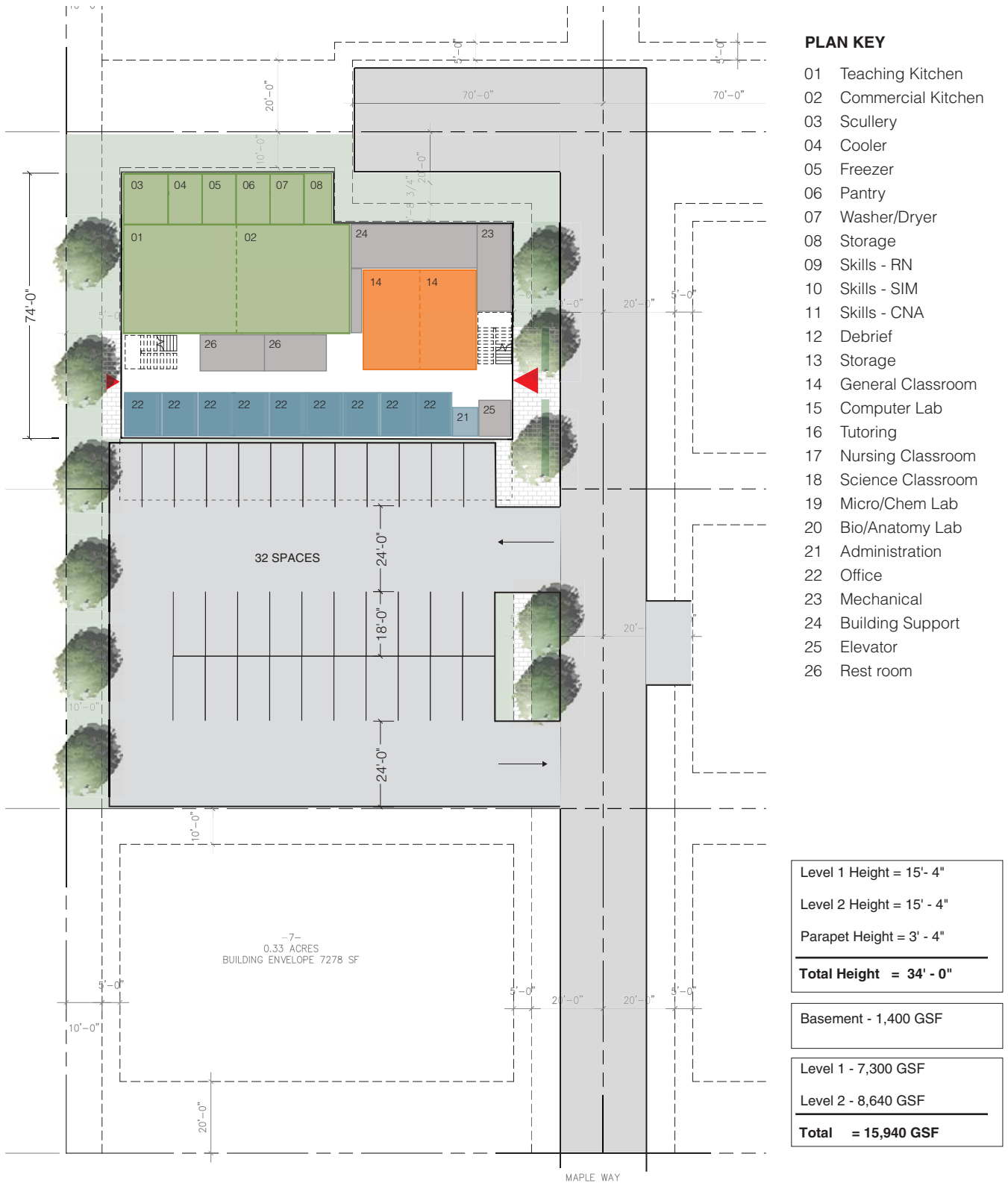
IV.2 Veronica Lane Development Plan Proposed



IV.3 Veronica Lane Existing Coonditions



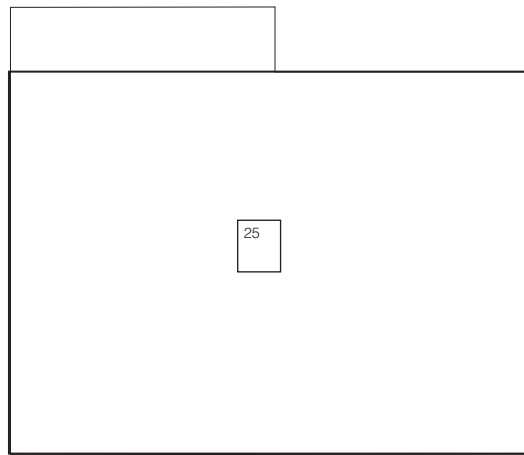
0' 10' 50' 100'



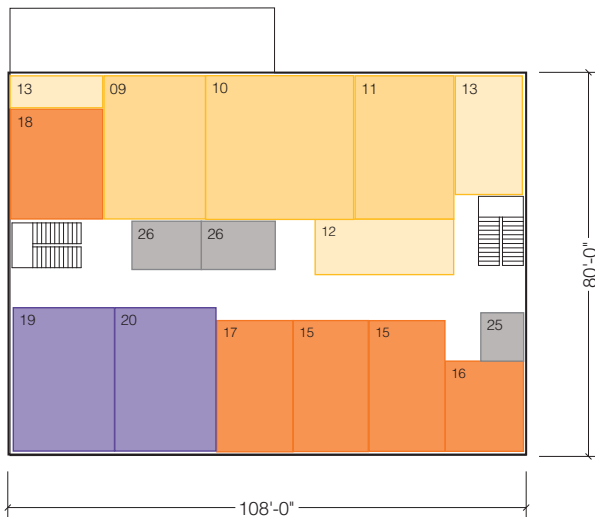
SITE PLAN / LEVEL 1



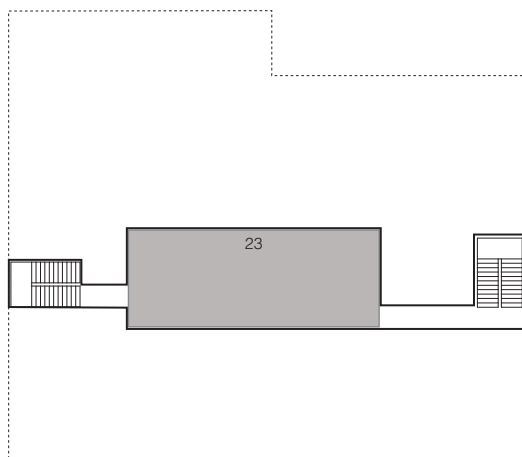
IV.4 Veronica Lane Concept Plan - Option 1



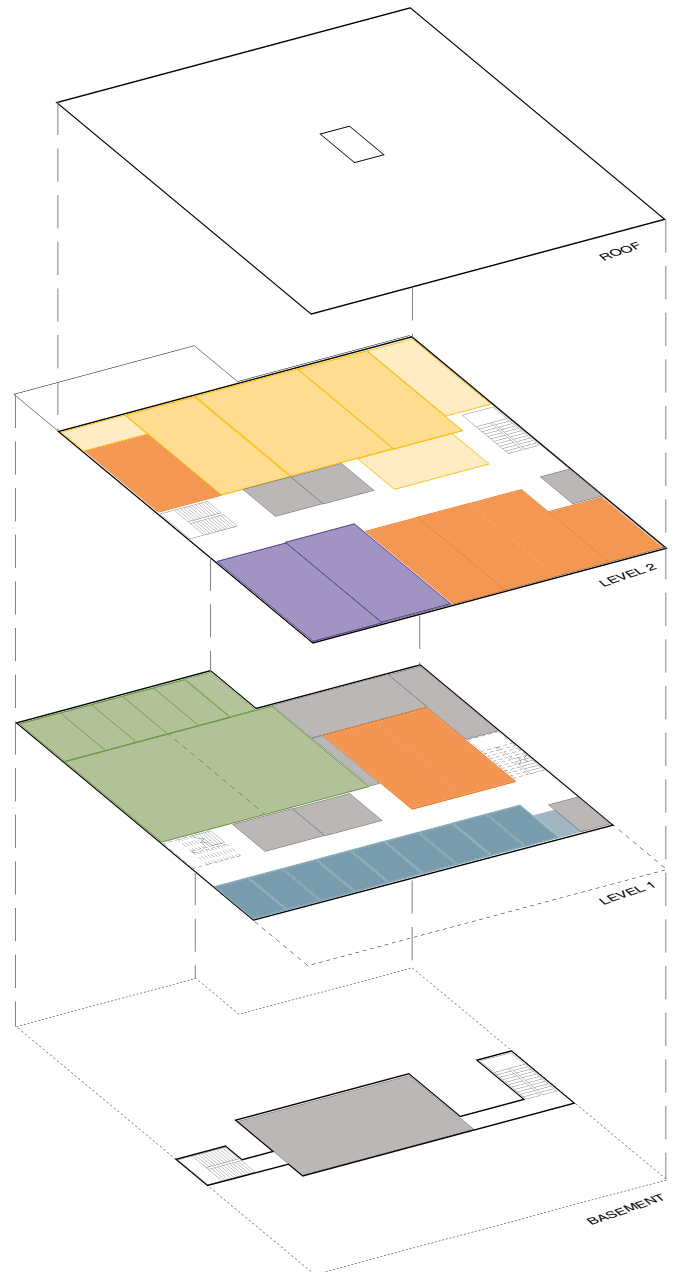
ROOF



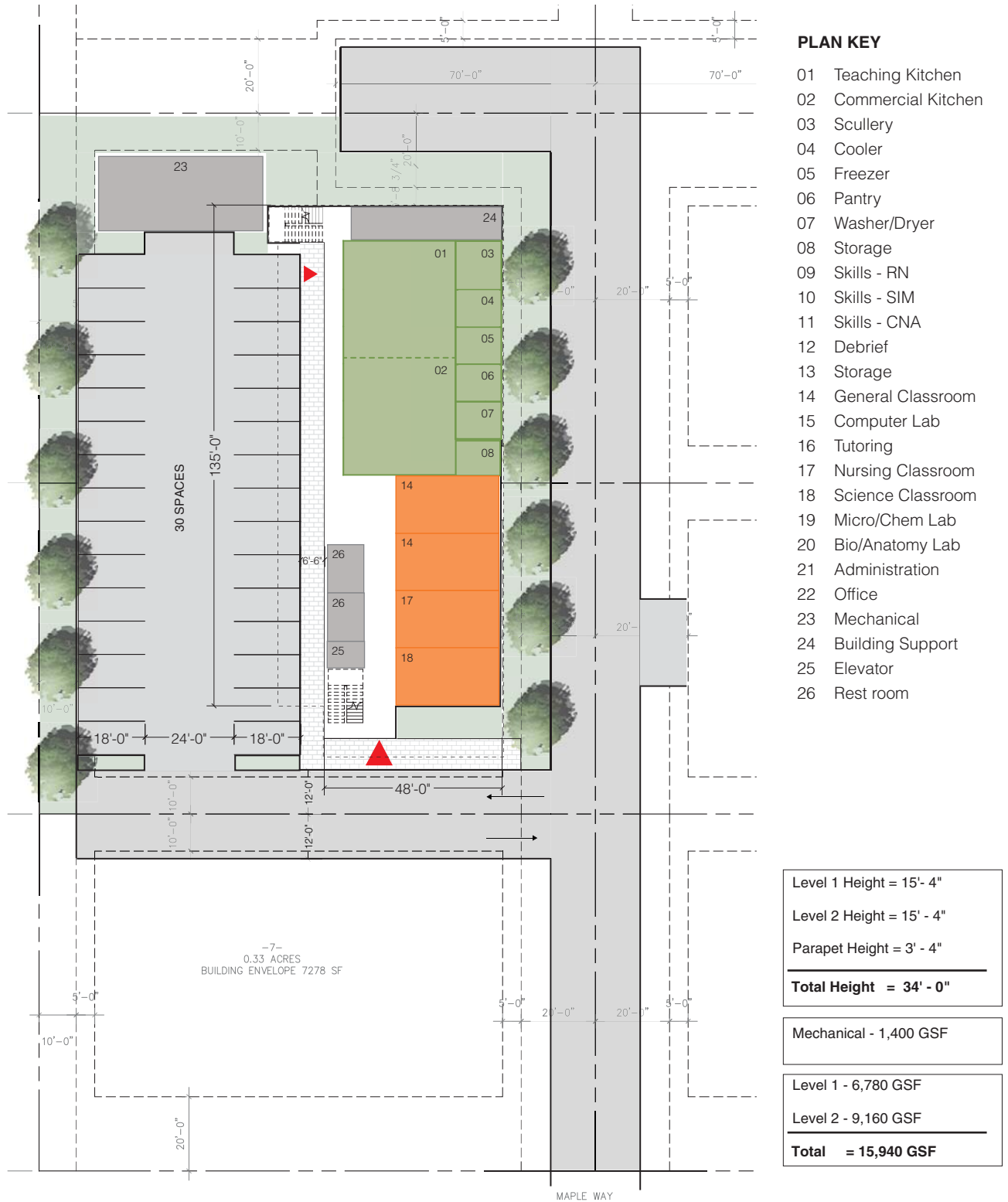
LEVEL 2



BASEMENT PLAN



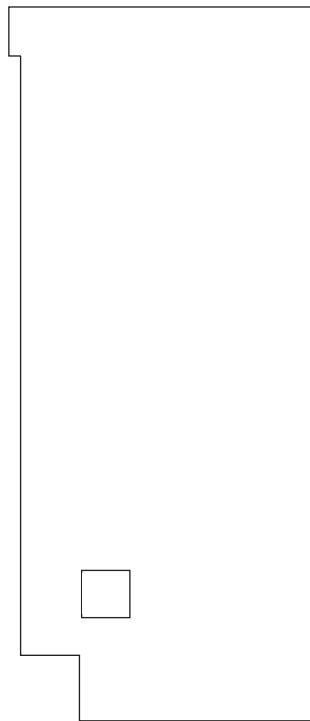
STACKING DIAGRAM



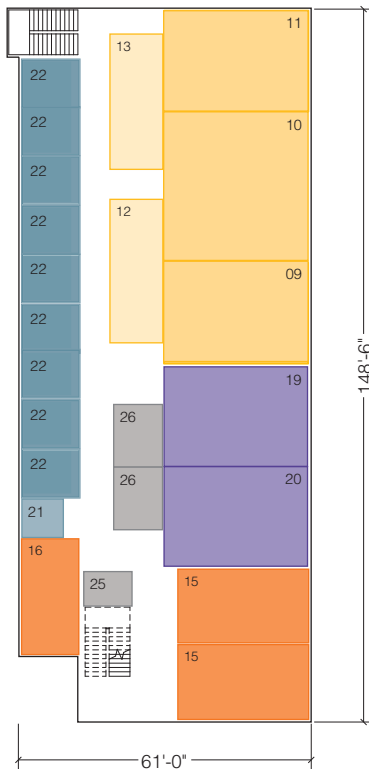
SITE PLAN / LEVEL 1



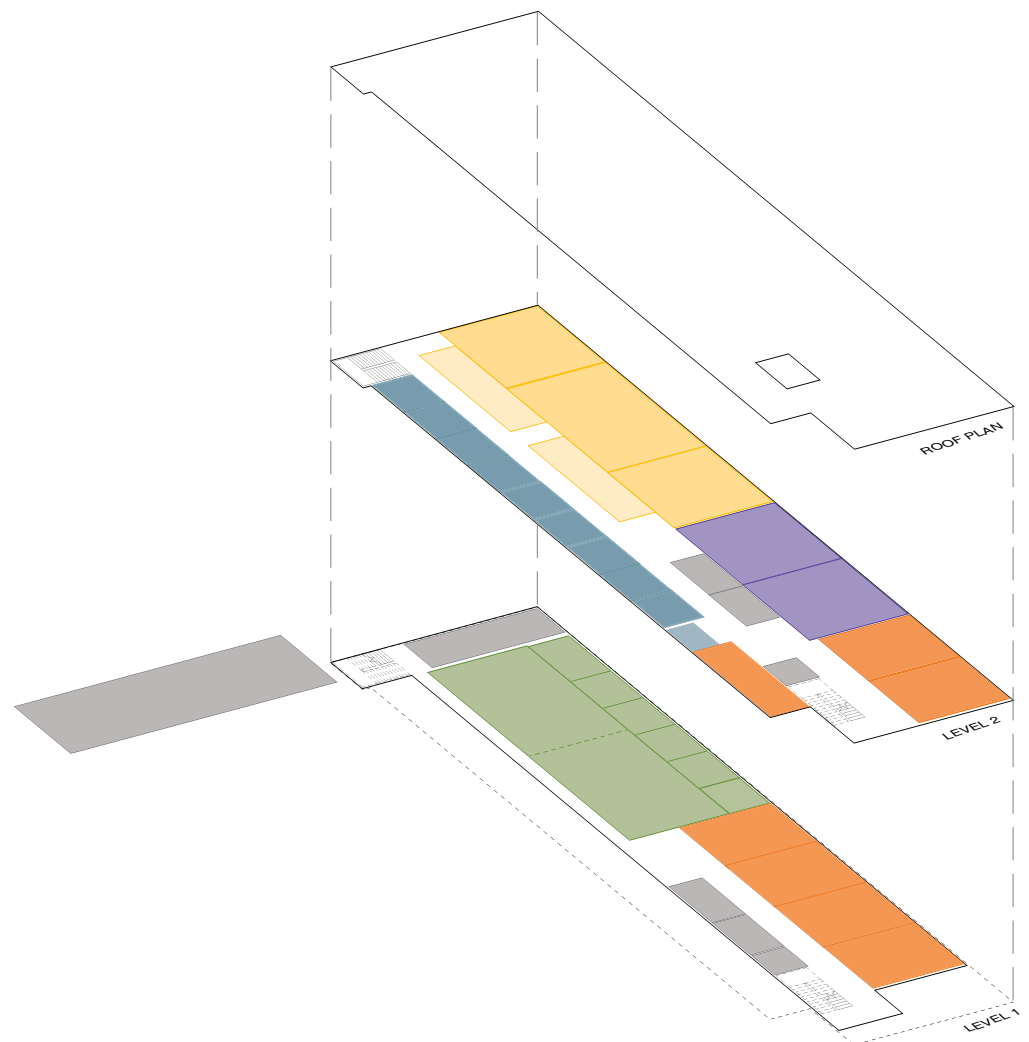
IV.4 Veronica Lane Concept Plan - Option 2



ROOF



LEVEL 2



STACKING DIAGRAM

V. COST

V.1 Owner Project Budget

	Cost/GSF	Project Budget
Land Acquisition		
Land Purchase Cost		by Owner
Estimated Owner Soft Costs - Academic Building		
Advertisement	\$ 0.08	\$1,500
Building Permit	\$ 16.76	\$300,000
Tap Fees (Water and Sewer)	\$ 3.35	\$60,000
Utility Fees (Gas, Electricity, Phone/Fiber)	\$ 1.68	\$30,000
Equipment	\$ 50.29	\$900,000
Furnishings	\$ 16.76	\$300,000
Artwork	\$ 5.59	\$100,000
Relocation-Owner Move	\$ 1.96	\$35,000
Owner Project Contingency	\$ 27.94	\$500,000
Professional Fees	\$ 41.91	\$750,000
Entitlement Process	\$ 3.63	\$65,000
Geotechnical Report	\$ 0.42	\$7,500
Surveying	\$ 0.42	\$7,500
Commissioning	\$ 2.79	\$50,000
Subtotal Soft Costs	\$ 173.60	\$3,106,500
Construction - Academic Building		
Area - Academic Building	17,895 SF	
New Academic Building	\$ 452.21	\$ 8,092,232
Inflation to Q2 of 2020 (1.75% per quarter)	21.0% \$ 94.96	\$1,699,369
Subtotal Academic Building	\$ 547.17	\$9,791,600
Information Technology - Academic Building		
Equipment		
(a) A/V Equipment	\$ 4.00	\$71,580
(b) Security	\$ 2.50	\$44,738
(c) IT	\$ 3.50	\$62,633
Communications	\$ 2.00	\$35,790
Subtotal Equipment and Furnishings	\$ 12.00	\$214,740
Total		\$13,112,840

V.2 Parking Lot Construction Cost Model

		Program Estimate	
		Cost/GSF	Project Budget
Land Acquisition			
Land Purchase Cost			by Owner
Construction - Parking			
Area - Parking GSF - 30 stalls @ 350 SF per stall		10,500 SF	
New 30 space parking lot		\$14.00	\$147,000
Subtotal Parking			\$147,000
Total			\$147,000

V.3 Programmatic Construction Cost Model

Space	Area	Qty	Net SF (asf)	Unit Cost	Gross SF (gsf)	Modeled Cost	
Nursing			3,159	\$ 450	4,759	2,141,741	27%
Labs			2,205		3,021	\$ 1,535,345	
Skills Lab RN	630	1	630	508	863	438,670	
Skills Lab Simulation	945	1	945	508	1,295	658,005	
Skills Lab CNA	630	1	630	508	863	438,670	
Lab Support			630		1,295	445,617	
Storage	315	1	315	327	863	281,860	
Debrief	315	1	315	380	432	163,757	
Offices			324		444	160,779	
Faculty Office	108	3	324	362	444	160,779	
Science			1,476	\$ 537	2,022	1,085,758	12%
Labs			1,260		1,726	\$ 978,571	
Microbiology / Chemistry	630	1	630	574	863	495,737	
Biology / Anatomy / Physiology / Physics / Earth + Env Science	630	1	630	559	863	482,835	
Offices			216		296	107,186	
Faculty Office	108	2	216	362	296	107,186	
Culinary / Hospitality			2,348	\$ 554	3,216	1,782,941	19%
Labs			2,240		3,068	\$ 1,729,348	
Teaching Kitchen	750	1	750	660	1,027	678,185	
Com. / Entrepreneurial Kitchen / Baking	750	1	750	660	1,027	678,185	
Scullyery	140	1	140	545	192	104,540	
Cooler	120	1	120	327	164	53,688	
Freezer	120	1	120	327	164	53,688	
Custodial / Washer-Dryer	120	1	120	327	164	53,688	
Pantry	120	1	120	327	164	53,688	
Storage	120	1	120	327	164	53,688	
Offices			108		148	53,593	
Faculty Office	108	1	108	362	148	53,593	
Shared Space			5,334	\$ 337	7,337	\$ 2,474,972	42%
Classrooms			2,835		3,884	\$ 1,505,571	
Classroom - General	420	2	840	380	1,151	436,685	
Classroom - Science	420	1	420	380	575	218,342	
Classroom - Nursing	420	1	420	380	575	218,342	
Computer Lab - General	420	2	840	407	1,151	468,444	
Tutoring	315	1	315	380	432	163,757	
Offices			384		526	190,553	
Faculty Office	108	3	324	362	444	160,779	
Admin	60	1	60	362	82	29,774	
Shared Building Support			2,115		2,927	778,848	
Maintenance	300	1	300	327	411	134,219	
General Storage	315	1	315	327	432	140,930	
Recycling/Trash	150	1	150	327	205	67,110	
Custodial Storage	75	1	75	327	103	33,555	
Custodial Closet	75	1	75	327	103	33,555	
Mechanical	1,000	1	1,000	200	1,400.00	280,000	
Electrical	100	1	100	327	137	44,740	
IT	100	1	100	327	137	44,740	
Total			12,317	\$ 432	17,334	\$ 7,485,412	73%

VI. DEVELOPMENT ANALYSIS



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It's About People, Trust and Know How

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July 19th, 2017

Dennis Egge
Project Manager
State of Wyoming
State Construction Department
Construction Management Division
Cheyenne, WY 82002
Office [\(307\) 777-5691](tel:3077775691)
Cell [\(307\) 287-1290](tel:3072871290)

Via E-mail: dennis.egge@wyo.gov

RE: Development Analysis for Lots 3 & 6 of the Stockhouse-Patterson Addition - Plat No. 822 in the Town of Jackson, Wyoming.

Dear Dennis,

Jorgensen Associates, P.C. (Jorgensen) is pleased to submit this Development Analysis for “the property” located at 235 & 255 Veronica Lane, Jackson, Wyoming. The property is described as Lots 3 and 6 of the Stockhouse-Patterson Addition to the Town of Jackson, recorded as Plat No. 822 in the Office of the Clerk of Teton County, Wyoming.

This Development Analysis provides information about the property that is ascertained from the Teton County Geographic Information System (GIS), from the land records located in said Office and from development concepts for the Central Wyoming College - Jackson Campus generated by Anderson Mason Dale Architects (AMD). The analysis discusses the proposed development of with regard to the applicable Town of Jackson Land Development Regulations (LDRs) and requirements in the Auto-Urban Commercial Zone (AC Zone) within the Town of Jackson (TOJ), Wyoming.

I. Description, Location, and Background

The property consists of vacant lots located two blocks to the south of the “Y” intersection of Broadway Avenue and U.S. Highway 22 in Jackson, Wyoming. The Lots are approximately 230 feet from the START bus location on Buffalo Way, 390 feet from the START bus location on Maple Way, and are in close proximity to several housing developments. The character of the surrounding neighborhood can be described as a transition area between the Central Midtown and Highway Corridor subareas of the Jackson/Teton County Comprehensive Plan (Comp Plan), comprised of a mix of uses including service, retail, large scale commercial, office, and housing. Housing is present in a variety of types that includes single-family, duplex, multifamily structures, and workforce.

A 10’ utility easement for the benefit of Silverstar Telephone Company, Inc. exists along the entire western boundary of these Lots and may affect development, but is outside the dedicated building envelopes. Plat No. 822 depicts the dedicated building envelopes for lots 3 and 6 as being 8,012 Square Feet (sf) and 7,608 sf respectively. Any changes to the dedicated building envelopes would require a Partial Vacation of Plat and re-Plat.



235 & 255 Veronica Lane Jackson, Wyoming 83001 (Lots 3 & 6 of Stockhouse-Patterson Addition Plat 822)

II. Zoning

The property is located in the AC Zone, and is within Comp Plan District 4 – Midtown, Subarea 4.3 – Central Midtown. The Midtown Core District is envisioned to create a walkable mixed-use district with improved connectivity and increased residential population. To support this goal, *“future land uses will continue to include a variety of non-residential uses serving the local community.”* A goal of this subarea is *“to implement complete street amenities, balancing the needs of vehicle and alternative transportation users.”* The purpose of the AC Zone is to *“provide for commercial development that is oriented to the street and is easily accessed by automobiles with adequate parking and pedestrian connections to adjoining developments in order to promote non-vehicular movement between buildings in commercial areas.”*

The zoning of the property is a complex issue. Prior to the current LDRS and the TOJ Zoning map approved circa 1994, a Master Plan was approved on October 13, 1994, and attributes legal development standards for the property that are sole and separate from the LDRs. Precedent set by previously approved developments within Plat No. 822 allows utilization of either option. However, the developer of these Lots must select one set of standards to adhere to. This property is not within the Natural Resource Overlay (NRO) or the Scenic Resources Overlay (SRO), thereby avoiding any complicated review for environmental or scenic resources. The following is summary of dimensional limitations for each of the two constructs related to zoning for the property.

A. Auto-Urban Commercial Zone (AC Zone) 2016 LDRs – Dimensional Limitations

1. Structure Location and Mass

Plat No. 822 was recorded in August 1994 and therefore qualifies for the Pre-1994 Floor Area Ratio of 0.46 in the AC Zone.

Lots 3 & 6 Base Site Area (BSA).....	28,314 (0.65 acres)
Landscape Surface Ratio (0.20 min).....	5,663 sf
Lot Coverage (n/a).....	n/a
Floor Area Ratio (0.25 max).....	7,079 sf
*Pre-1994 Floor Area Ratio (0.46 max).....	13,024 sf

2. Maximum Scale of Development

The maximum gross floor area of an individual building in the AC Zone is 15,000 sf. Concept A from AMD proposes 17,100 sf of development. The scale would have to be reduced or a variance will have to be acquired.

3. Structure Setbacks

- a) Building Envelopes have been set and depicted on Plat No. 822 that are less restrictive than the 2016 LDRs.
- b) Structure Setbacks that apply to Other Principle Use.
 - Street = 20',
 - Minimum from Side lot lines = 10'
 - Minimum from Rear lot lines = 20'
 - Height (maximum) = 35' (Two -stories Max)

4. Use Requirements

- a) Parking - Parking requirements for Institutional Educational Use in the AC Zone are determined by independent calculation. The parking requirement in the TOJ can be a limiting factor, but in this case the independent calculation of the AC Zone allows the developer to derive an adequate parking calculation based on occupancy, use, and alternative transportation measures.
- b) Employee Housing - Exempt

B. 1994 Master Plan

Plat No. 882 was recorded just prior to the change in LDRs in November 1994 and therefore is afforded certain exceptions from the current LDRs. Along with the approval of the preliminary Plat, then TOJ Planning Director Robert Horne also approved a vaguely written Master Plan that contains development standards for these properties. Together, Plat No. 822 and the Master Plan set the development standards for these properties; these standards have been honored by TOJ. Where the Master Plan is silent, the current LDRs are binding. Maximum Floor Area Ratio (FAR) may be exceeded, provided that all required parking is met on site, and the landscaping increases by a like amount over the 0.25 minimum LSR. This may not be enough of a sufficient remedy to solve any deficiency in floor area, but it is an option to consider.

1. Structure Location and Mass

Lots 3 & 6 Base Site Area (BSA).....	28,314 (0.65 acres)
Landscape Surface Ratio (0.25 min).....	7,079 sf
Lot Coverage (n/a).....	n/a
Floor Area (0.38 max).....	10,759 sf

2. **Maximum Scale of Development** – use 2016 LDRs above
3. **Structure Setbacks** – use 2016 LDRs above
4. **Applicable Use Requirements** – use 2016 LDRs above

III. Permitting, Fees and Exactions

A. Permits Required

1. **Sketch Plan** – One Building > 15,000 sf. This process requires 2 public meetings before the TOJ Planning Commission and Town Council and typically takes 120 days.
2. **Development Plan** - This process requires 2 public meetings before the TOJ Planning Commission and Town Council and typically takes 120 days.
3. **Design Review Committee Review** – A body of local architects that review the design of Commercial Buildings. This is a fairly subjective process that can take 1 or 2 meetings or approximately 90 days.
4. **Building Permit** – Submitted after Sketch Plan and Development plan, typically takes 2 months review time.

B. Fees

1. **Sketch Plan** – \$2,500
2. **Development Plan** – \$2,500
3. **Building Permit** – TBD based on the size of the building
4. **Design Review Committee Review** – no fee

- C. **Exactions** – CWC Jackson Campus does not have any residential component and is not be subject to development exactions.

IV. Development Requirements

A. Parking Requirements/Allowances

Parking is calculated as an independent calculation, derived by the developer in a method acceptable to the TOJ Planning and Building Department. The calculation should balance the needs of vehicle and alternative transportation users, the amount of LSR needed, the building footprint needed, fire access and traffic flow of cars and pedestrians within the development and consider the applicable Covenants, Conditions, and Restrictions (CCRs). The TOJ LDRs require 1 Americans with Disabilities Act (ADA) parking space per 25 spaces. Concept A therefore, the Sketch Plan will need at least 1 ADA parking space.

1. **Parking space dimensions:**
 $9' \times 20' = 180 \text{ sf}$
 Parking spaces may be 18' if an additional 2' of vehicle overhang can be accommodated.
2. **ADA parking space dimensions:**
 $13' \times 20' = 260 \text{ sf}$ (8' wide plus a 5' access corridor; if two ADA spaces are contiguous, then an 8' access corridor can serve both parking spaces).

B. Americans with Disabilities Act (ADA) Access

Any development for an Institutional Educational Use building must comply with ADA Standards regarding access.

C. Bicycle Storage

For every 10 parking spaces, one bicycle parking space is required. Concept A depicts 32 parking spaces; therefore, the Sketch Plan will need 3 bicycle parking spaces.

D. Building Height

Mixed-use buildings in Comp Plan District 4 – Midtown, Subarea 4.3 – Central Midtown should be two to three-stories in height and oriented to the street. Four-story structures may be considered when adjacent to a natural land form. Unfortunately, these Lots are not located near a land form and therefore a four-story structure would most likely not be considered or this option.

Concept A depicts a building height of 42'8" which is 7'8" above the maximum building height for the AC Zone. Height Exceptions of Div. 9.4.C. of the LDRs allow for structures used exclusively for elevator or stairway access to a roof, provided they do not exceed the maximum height by more than 10 feet, do not occupy more than 20% of the roof area, and are not visible at ground-level view from a contiguous street. Otherwise, roof-top mechanical equipment such as elevator mechanics, may not exceed the maximum building height by more than 4 feet. These exceptions are applicable to both development standards set forth by the current LDRs for the AC Zone and the 1994 Master Plan for these Lots.

E. Snow Storage

According to Concept A, there is more than adequate square footage exists to create on-site mitigation to meet the 209 square feet of snow storage required for Concept A.

F. Stormwater Drainage

Stormwater must not exceed the current pre-development values. Jorgensen has completed preliminary calculations on Concept A and determined that there is adequate room exists to accommodate a detention basin of approximately 100 cubic feet of storage that would be incorporated into the landscape design.

G. Lot Combination

Combining Lot 3 and Lot 6 can be accomplished either by partial vacation of Plat, or by affidavit for development purposes if the building does not cross lot lines.

H. Covenants, Conditions, & Restrictions and Resolutions Assessment

These Lots are subject to the CCRs of both the Lark Addition (Plat 530) and Stockhouse-Patterson Addition (Plat 822). The CCRs are recorded in Book 137 of photo, pages 39-44 and Book 296 of photo, pages 887-899, respectively.

The most pertinent CCRs for the Stockhouse-Patterson Addition involve: Architectural Control, Site Design, and Landscaping. While the CCRs are clear regarding architecture and landscaping, they reference Exhibit B for guidance regarding Site Design. The reference is vague and ambiguous insofar as stating, "Floor Area Ratios, lot coverage, landscape surface ratio, parking ratios, and setbacks should approximate those indicated on the approved Concept Development Plan, dated May 25, 1994. Exhibit B gives general assumptions for each lot with range of: FAR from 0.13 to 0.31; LSR from 0.28 to 0.38; building sizes from 1,870 sf to 4,420 sf; and, parking spaces from 12 to 19.

There doesn't appear to be a strict restriction FAR. The CCRs require that future development "approximate" the value shown on Exhibit B. We know that some other buildings in this subdivision exceed these standards. Nonetheless, documentation from the HOA that this design is acceptable should be obtained prior to moving forward.

Under the resolution recorded in Book 370 of photo, page 258, Veronica Lane has been declared as a private street and all maintenance is likely handled by the HOA.

I. Fire Protection

Jackson Hole Fire EMS retains the authority to review and approve adequate fire protection measures required in all new development in order to protect the public health, safety and welfare. All Institutional Educational Use in the TOJ shall comply with the relevant provisions of the Wyoming Statutes and with local health, safety and fire codes.

According to the TOJ Battalion Chief Fire Marshal, the CWC Jackson campus must include a NFPA 13 automatic fire sprinkler system. The second-floor Teaching Kitchen must comply with UL300 fire suppression standards and have a Type I Hood with appropriate venting. A Fire Department Connection (FDC) or “fire hydrant” will also need to be included on the East face of the structure and space for a 5’ x 7’ riser room. AMD architects have confirmed via email that these requirements can be accommodated.

At present, the proposed Concept A provides adequate fire access to CWC Jackson.

J. Traffic Assessment

The current version of the TOJ LDRs do not have specific traffic impact study requirements. Jorgensen discussed the expectations with Town Engineer Brian Lenz, P.E. Mr. Lenz confirmed that while these requirements are not formally included in the LDRs, some form of evaluation and statement would be appropriate and expected as part of a development application for this type of development. To date, Mr. Lenz has only dealt with two development projects in the Town of Jackson, and both of these accessed WYDOT facilities which required full traffic impact studies in conformance with WYDOT requirements. We discussed what would be appropriate for the CWC facility since it is being developed on an already platted Town lots and will be in general conformance with the dimensional limitations of those lots. A sufficient study would be required to understand the traffic that will be generated by the facility and its impact on the adjacent street network. As the network is essentially an existing urban street network, roadway expansions are infeasible. Rather, identifying traffic demand mitigation (TDM) measures that may be implemented by CWC to minimize traffic generated by CWC will be important. Mitigation measures that may be considered include parking limitations, quality access to bicycle and pedestrian facilities, bicycle racks, showers, access to START Bus (public transit), ride-share programs, and overall advertisement and promotion of the benefits of transit alternatives versus single occupant vehicular use. As long as the CWC facility is consistent with the development allowances on the Lots and CWC is willing to implement a TDM program, it is not anticipated that traffic will adversely impact the CWC development proposal.

V. Development Options

Jorgensen has identified four clear options to proceed in developing the CWC Jackson Campus. A unique situation exists regarding development of these Lots: the developer has two options regarding the set of zoning standards applicable to the development. If a State or Federal Agency owned these properties, said Agency could re-zone these Lots as Public/Semi-Public. Furthermore, discussion by TOJ relative to a rezone of these Lots from the AC Zone to the Commercial Residential-2 Zone next summer has been initiated. While this will afford greater site development options, especially for height (46’), the timing of the re-zoning is unpredictable and out of control of the development team.

A. Option A – Re-zoning to Public/Semi-Public

The purpose of the Public/Semi Public - Town (P/SP Zone) zone is to provide locations for new and existing uses and facilities of a public or semi-public nature. In particular, this zone is intended to allow flexibility for public and semi-public uses and facilities that often have unique functional needs, such as for height, floor area, setbacks, and impervious surface, that cannot be accommodated in other zoning districts. Land in the P/SP Zone and/or facilities operated therein may be under the control of federal, state, or local governments, or other governmental entities such as a school district or hospital district.

Re-zoning these Lots from the AC Zone to the P/SP Zone would afford CWC Jackson Campus further development options and flexibility regarding development requirements and limitations. Specifically, the height and Floor Area are a non-issue as long as the request is deemed reasonable. The standards applicable to physical development in the P/SP Zone are derived by the developer yet are subject to increased scrutiny and approval by the Town of Jackson Town Council through their Conditional Use Permit Process which allows councilors the latitude to place conditions on the project that may be over and above what the LDRs require. However recent public support and funding would provide some political cover for this project and Jorgensen does not expect an onerous review from elected officials.

Development permits required will include: Amendment to the Zoning Map, Text Amendment, Sketch Plan and conditional Use Permit, Development Plan, building Permit, and Design Review Committee Review.

B. Option B – Current LDRs for the AC Zone

Current LDR standards for the AC Zone acknowledge the pre-1994 zoning and afford the developer a maximum FAR of 0.46 (13,024 sf) and a building height restriction of 35' with the height exception. The AMD Concept proposes a building that exceeds the maximum FAR and building height. Both of which can be resolved by redesign or through variances or exceptions to the LDRS. Parking requirements are based upon an independent calculation. This calculation should consider the CCRs that vaguely suggest that parking be approximate to 12 – 19 spaces per lot.

Development permits required will include: Sketch Plan with variances/exceptions, Development Plan, Building Permit, and Design Review Committee Review.

C. Option C – 1994 Master Plan

At present, the combination of Plat No. 822 and the ambiguous 1994 Master Plan provide development standards for these Lots which will be honored by the TOJ Planning Department. The concerns with the 1994 Master Plan are FAR and Building Height. The 1994 Master Plan allows for a maximum FAR of 0.38 (10,759 sf) which is not sufficient for Concept A. Although the Master Plan provides a small bonus for floor area that is related to how much LSR is provided over 0.25. It does not make reference to building height, thus the current LDR building height standard for the AC Zone of 35' sets the standard for these Lots with a height exception allowing for a 10' encroachment for elevator or stairwell access, or a 4' encroachment for mechanical equipment. The AMD Concept proposes a 7'8" encroachment. This doesn't fit the 10' exception or the 4' exception for mechanical equipment. The design team would have to consider meeting the 10' exception by providing access to the rooftop or seek a variance. Parking requirements are based upon an independent calculation as approved by TOJ Planning Director Robert Horne in 1996 for "other use." This calculation should consider the CCRs that vaguely reference that parking should be approximate to 12 – 19 spaces per lot. At present, Concept A satisfies all other requirements for LSR, Parking, Snow Storage, and Stormwater drainage.

Development permits required will include: Sketch Plan with variances/exceptions, Development Plan, Building Permit, and Design Review Committee Review.

D. Option D – TOJ Re-zoning to CR-2 Zone

The Town of Jackson planning staff intend to re-zone these Lots from AC to CR-2 in summer of 2018. The development standards of the CR-2 Zone afford the developer three-stories, with an increased maximum building height of 46', a Floor Area Ratio of 0.46, and a minimum LSR of only 10%. Parking requirements are also based upon an independent calculation.

Building setbacks in the CR-2 Zone are intended to maximize site development and include setbacks in ranges of 0 to 10', side interior setback of 10', and rear setback of 15'.

Physical development permits required will include: Sketch Plan; Development Plan; Building Permit; and, Design Review Committee Review. Jorgensen suggests caution regarding the proposed timeframe for the rezoning of these Lots from the AC Zone to the CR-2 Zone.

VI. Recommendation

The Central Wyoming College Jackson Campus depicted in Concept A meets most of the standards of 2016 TOJ LDRS. Unfortunately, floor area is a concern as Concept A proposes a building of over 17,000 sf where the maximum scale of development for the AC Zone is 15,000 sf and the allowed FAR for this zone under 1994 LDRs is 13,024 sf. Also, the elevator tower is a concern that will have to be addressed. However, these concerns have solutions within the process that are very attainable.

Option A provides the clearest path to permitting this project because of the flexibility it provides. Jorgensen ascertains a minimal risk of the Town Council requiring any onerous conditions during the Conditional Use Permit (CUP) proceedings given the support this project has received by the public in its recent vote for funding via the Special Excise Tax.

Option B is the next best option. It provides less flexibly than Option A in that the Floor Area of the design would need to be revised or varied by the TOJ. Also, the elevator would need a variance or need to comply with the 10' exception provided by the LDRs.

Option C is viable but offers less floor area than Option B. This could be resolved with a variance.

We do not recommend Option D as it is impossible to know when the TOJ will act on rezoning this property.

We hope this development analysis suits your needs in evaluating the property for future development. Please do not hesitate to call with questions.

Sincerely,
JORGENSEN ASSOCIATES, P.C.



Brendan Schulte
Senior Planner



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August 10th, 2017

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Via E-mail: dennis.egge@wyo.gov

RE: Addendum to Development Analysis for Lots 3 & 6 of the Stockhouse-Patterson Addition - Plat No. 822 in the Town of Jackson, Wyoming.

Dear Dennis,

The following letter is an addendum to the Development Analysis we provided to you on July 19, 2017. Information in this letter is based on conversations with the Town of Jackson(TOJ) Planning Department. There were a couple clarifications made by Paul Anthony, Principal Planner and a confirmation of our recommendation by Tyler Sinclair, Planning Director.

Mr. Anthony clarified that Option D (page 8) in our recommendations has changed. The property will likely not be rezoned to CR2, but instead to CR-3 or some other zone. In our opinion, this is not a clarification, but more of a change in priorities by TOJ. This illustrates exactly why we did not recommend this option as it is too dynamic to wait for the TOJ to rezone this property on their timeline.

Mr. Anthony also clarified that the floor area allowance for these lots is tied to the Master Plan that was approved and documented by Robert Horne's letter dated March 21, 1996. This letter states that the Floor Area Ratio (FAR) is 0.38. In the Development Analysis, we stated that the Pre-1994 FAR of 0.46 could be used for a total 13,024 square feet (SF). This was incorrect. Only a FAR 0.38 is allowed because of the Master Plan supersedes all other regulations. Therefore, the floor area for these lots is 10,759 SF. This further supports the need for flexibility offered by the P/SP zone.

Mr. Sinclair confirmed that Option A (page 7), **Rezoning to Public/Semi-Public** was the best option with regards to the flexibility it offers the project. He didn't see any issue with it moving forward since this project has been fairly public and it would be fair to say that neighbors are aware of what is being planning for this property. Additionally, with the state owning the property TOJ planning staff can make the appropriate findings for the Zoning Map Amendment which would be heard concurrently with the Sketch Plan and Conditional use permit

We hope this addendum suits your needs in evaluating the property for future development. Please do not hesitate to call with questions.

Sincerely,
JORGENSEN ASSOCIATES, P.C.

Brendan Schulte
Senior Planner

VII. APPENDIX

VII.1 Classroom Utilization Analysis

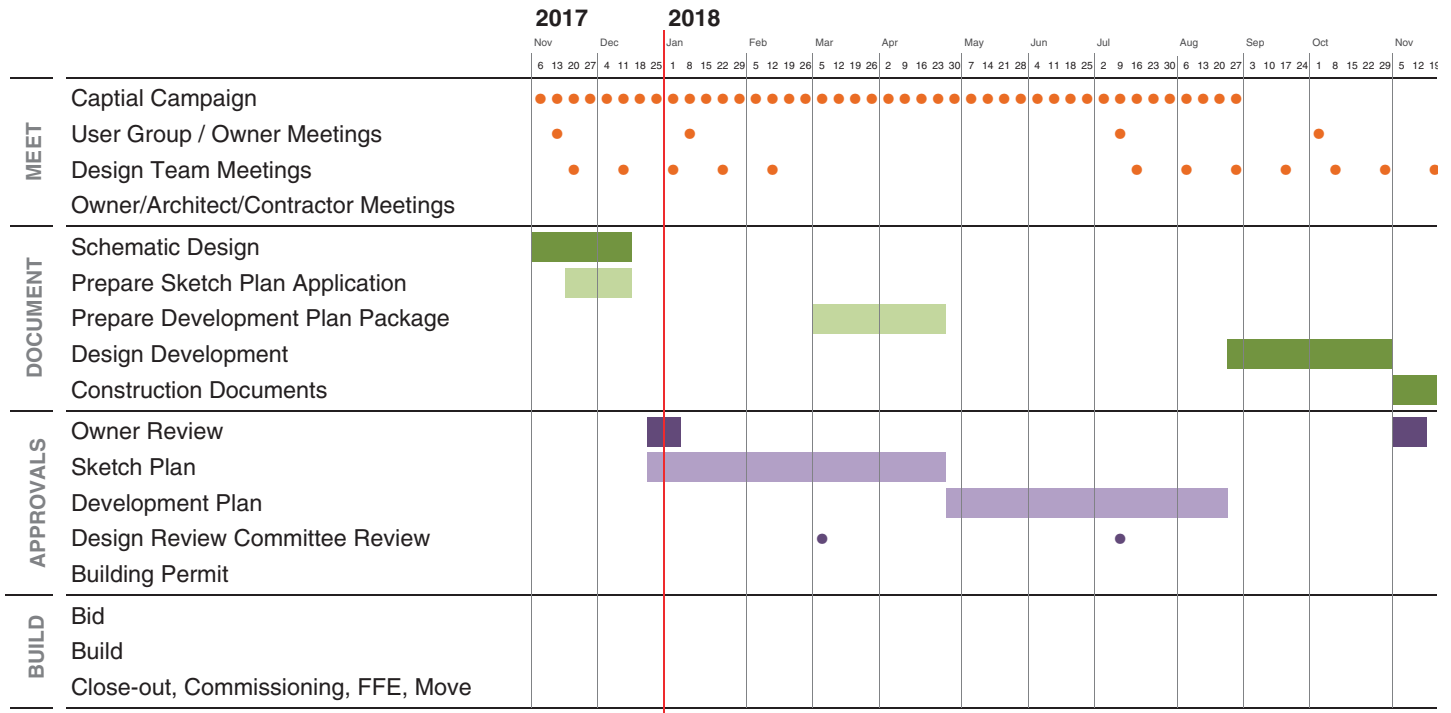
	Classroom Utilization	
	Average weekly contact hours	Average weekly room use (hours)
Existing room inventory - Center for the Arts		
Classrooms	3,111	130
Computer labs	435	30
Computer testing	392	49
Tutoring/Testing	359	50
Science	218	13 ^a
Nursing	154	15 ^a
Culinary	347	26 ^a
Total contact hours	5,016	

a. Science, Nursing and Culinary lab courses are not taught at the Center for the Arts. Use of Science, Nursing and Culinary labs is currently limited to rental space available at Jackson Hole High School, St. John's Medical Center, and the Elks Lodge

	Room Capacity	Average weekly contact hours	Average weekly room use (hours)
Proposed room inventory - new facility			
Classroom 1	16	640	40
Classroom 2	16	640	40
Classroom 3 / Banquet 1	16	640	40
Classroom 4 / Banquet 2	16	640	40
Classroom 5 / Computer Lab 1	16	640	40
Classroom 6 / Computer Lab 2	16	496	31
Classroom 7 - Science	16	544	34
Classroom 8 - Nursing	16	640	40
Computer Testing	10	390	39
Tutoring 1	8	256	32
Tutoring 2	8	104	13
Micro/Chemistry Lab	16	592	37
Biology/Anatomy/Physics, Earth Sciences Lab	16	688	43
Skills Lab RN	8	320	40
Skills Lab Simulation	8	320	40
Debrief RN	8	320	40
Debrief Simulation	8	320	40
Allied Health Lab 1	8	272	34
Allied Health Lab 2	8	272	34
Commercial Kitchen	16	640	40
Baking Kitchen	16	640	40
Total contact hours - new facility		10,014	

1. The above model assumes 10% growth on classroom spaces, and adding dedicated science, nursing and culinary labs for the College.
2. The utilization rates for the new science and nursing labs do not include prep time
3. The nursing cohort is 16 students split into two groups of 8. One group is in the Skills Lab RN and the other group is in the Skills Lab Simulation
4. The Skills Lab RN and the Skills Lab Simulation use the adjacent debrief rooms concurrently
5. The new facility doubles the current cohort of culinary students to accommodate two cohorts of 16 students each

VII.2 Project Schedule





VII.3 Preliminary Project Description

Substructure

Foundation system

- Cast-in-place concrete spread footings
- Cold applied bituminous dampproofing at exterior
- Extruded polystyrene (XPS) rigid foam insulation on all foundation walls
- 6" PVC perimeter foundation drainage system in gravel and filter fabric

Slab on Grade

- 5" cast-in-place reinforced concrete slab on grade over a vapor barrier, rigid foam insulation and 6" granular fill
- 2'-0" over excavation
- 6" compacted road base
- Vapor barrier and 2" of extruded polystyrene (XPS) rigid foam insulation
- 4" PVC subdrainage system underslab - drain in gravel and filter fabric – connect low elevations of foundation and underslab subdrainage systems to storm water sump pumps and then to storm drainage system.

Shell

- Base bid - structural steel superstructure with composite deck floor and steel deck roof assemblies
- Deductive alternate – wood framed walls, floors and roofs - type V construction

Exterior Wall Construction

Walls

- 35% board formed concrete / 25% weathering steel panel / 15% curtain wall / 25% alum window
- 18" x 48" x 1" weathering steel panels - 20 gauge thick with concealed fastener system for wall and fascia applications
- Back-up wall assembly - 2.5" of rigid foam insulation over fluid applied weather resistive barrier over 0.625" fiberglass mat gypsum sheathing over 6" framing. Provide 1" of spray applied foam insulation in the wall cavity and finish with 5/8" gypsum sheathing on the interior

- Exterior aluminum sun control devices on west and south facades

Aluminum Windows

- Curtain wall assemblies (full height)
- Aluminum window systems (punched openings)
- High performance insulated glazing

Aluminum Wall Louvers at mechanical penthouse

Doors

- Thermally-broken glazed aluminum doors and entrances with automatic door openers

Stainless steel exterior handrails and guards

Douglas fir structural wood decking at the underside of all exposed roof eaves, rakes and soffits.

Roofing

Low Slope Roof

- FiberTite 8540 45 mil thermoplastic roof over (1) layer of 2.5" stone wool insulation and (1) layer of 2.5" rigid foam insulation
- Provide 20 year warranty

Metal Roof

- Standing seam metal roof – weathering steel. Provide a concealed fastener clip system panel - 1.75 inch ribs
- Install metal roof over composite drainage panel over (1) layer of 2.5" rigid insulation with laminated OSB facing over (1) layer of 2.5 rigid insulation

Interiors

Partitions

- Typical partition walls
 - a. 6" framing to underside of structure
 - b. Painted 5/8" gypsum board at both sides
 - c. Level 4 finish
 - d. Acoustical batt insulation at cavity
 - e. Seal runner with acoustical sealant
- Full height walls at restrooms
 - a. 6" framing to underside of structure
 - b. 5/8" gypsum board both sides to underside of structure.
 - c. Level 4 finish
 - d. 5/8" glass-mat water-resistant backer board at tile locations
 - e. Acoustical batt insulation at cavity

- f. Seal runner with acoustical sealant
- 1-hour fire rated walls
 - a. 6" framing to underside of structure
 - b. 5/8" type 'X' gypsum board finish at both sides to underside of structure.
 - c. Level 4 finish typical. Level 3 finish at service rooms
 - d. Acoustical batt insulation at cavity
 - e. Seal runner with acoustical sealant
- Glazed partitions
 - a. Corridor wall at each Departmental Reception area will be glazed full height
 - b. Assume 15% of interior walls are glazed partitions
- Acoustics
 - a. General wall assemblies shall have a minimum STC of 45
 - b. Classrooms, labs, circulation, and restrooms shall have a minimum STC of 50
 - c. Mechanical rooms and shafts shall have a minimum STC of 60

Interior Doors

- Extruded Aluminum Frames
 - a. 7-1/4" throat.
 - b. Manufacturer: Avalon / Dual Lock Partition Systems
 - c. Finish: Thermal-setting Standard Gray IPC029-994 Powder Coat
 - d. Interior glazing shall be Ceramic-coated vision glass, heat-strengthened float glass, fully tempered where indicated or required
- Typical solid core wood veneer door
 - a. Douglas Fir veneer
 - b. Clear finish - 3 coats polyurethane-satin
 - c. Fire rated where required
 - d. Grade 1 heavy-duty cylindrical locks
 - e. 4-1/2x4-1/2 ball bearing hinges (4) each door. (Commercial grade, standard weight, full mortise)
 - f. Typical door size to be 3'-0" x 7'-0"
 - i. 4'-6 x 7'-0" at science labs-fixed 1'-6" leaf
 - ii. 4'-0" x 7'-0" doors at nursing labs
 - g. Commercial hardware
 - i. US10B finish
 - ii. Panic hardware at exit doors
 - iii. Card access security at 4 openings
 - h. Fully glazed doors at Classrooms and Conference Rooms

- Provide hollow metal frames and doors at back-of house entrances / spaces

Operable Partitions

- 4" thick
- Paired-panel
- Manual operation
- 54 STC
- Ceiling supported
- Automatic bottom seal
- Full-height marker board finish both sides
- Pass-door
- Concealed pocket door
- Hinged closure panel

Window Stools

- Provide solid surface quartz window stools at all exterior windows

Specialties

- Acrovyn corner guards at all outside corners
- Acrovyn crash rails at all nursing labs and public corridors
- Interior signage for all rooms
- Building directory at both floors
- Plastic laminate shelves on standards and brackets at storage rooms – assume at least 30 linear feet per storage room.
- Stainless steel commercial toilet room accessories
- Baked enamel toilet partitions
- Full suite of toilet and wash room accessories
- Wood or metal blocking for wall mounted office furniture at all offices

Stairs

- (2) custom steel stair structures with precast stair treads

Interior Finishes

- Wall finishes in typical public spaces
 - a) Painted gypsum board for typical wall finish
 - b) Resilient base throughout
 - c) Full height ceramic tile at all restrooms

Floor finishes

- 32 oz. broadloom in all classrooms and office suites
- Walk-off carpet tile at vestibules
- Labs have ground and polished concrete floors with chemically resistive floor sealer
- Porcelain tile at restrooms and ground floor public spaces with crack suppression membrane
- Sealed concrete in back-of house areas

Ceiling finishes in typical public spaces

- No ceilings in service, mechanical, telecom and electrical rooms
- Gypsum board ceiling assemblies at entries, public spaces and toilets
- Lay-in acoustical ceilings 24x48 with standard grid and square edge profile
 - a. NRC .90

Services

Elevator

- Holeless Hydraulic Elevator
- 4500#
- 125 fpm
- Hospital Car / Service Shape
- Two stops
- Carpeted floor
- Card access controls
- Manufacturer's standard finishes

Sprinklers

- Building fully sprinklered in accordance with 2015 IBC and NFPA 13
- Recessed sprinkler heads in all labs, classrooms, corridors
- Concealed sprinkler heads in gypsum board ceilings
- Standard sprinkler heads in all other area

Fire Extinguishers

- In accordance with 2015 IBC

Fire Extinguisher Cabinets

- Semi-recessed

Equipment and Furnishings

Fixed Furnishings

- Roller shades at all exterior windows
- Roller shades and blackout shades at classrooms
- ¾" solid surface quartz countertops at washroom vanities
- Fixed wood casework at public spaces / break rooms / work rooms / conference rooms / classrooms
 - a. AWI Premium grade
 - b. Flush overlay
 - c. Concealed hinges
 - d. Douglas fir veneer on vertical surfaces
 - e. Solid surface quartz countertops
- Fixed wood casework at all health and science laboratories
 - a. AWI Custom grade

- b. Flush overlay
- c. Concealed hinges
- d. Douglas fir veneer on vertical surfaces
- e. Phenolic resin countertops
- f. Epoxy for all horizontal surfaces in the Chemistry lab
- Stainless steel equipment in culinary labs
- Type I hoods at all cooking stations
- Type II hoods over dishwashing equipment
- Visual display boards

Site Work

Site Clearing

- Remove existing trees and shrubs within building footprint to approximately 20 feet outside of building footprint for layback area

Site Earthwork

- Import approximately 2,500 cubic yards of fill
- Excavate for a 0.0689 AC-FT storm water quality pond

Parking Lot – 40 cars

- Base course
- Asphalt surface
- Curb and Gutter
- Striping

Pedestrian Paving

- Cast-in-place 4" concrete paving

Water Supply

- 4" domestic water service
- 8" fire water service

Sanitary Sewer

- 8" sanitary sewer

Storm Sewer

- Storm drainage routes to a 0.0689 AC-FT storm water quality pond

M / E / P

Plumbing Fixtures

- Wall mounted flush valve water closets, 1.6 gallons per flush. Sensor operated at public restrooms
- Wall mounted urinals- 0.125 gallon per flush. Sensor operated at public restrooms
- Under-counter mounted lavatories at public restrooms.
- 36" x 36" terrazzo composite mop service basins at janitor closets
- Freeze proof hose bibs (3)

- Hi-Efficiency Domestic Water Heater (with storage)
- Low flow faucets

HVAC

- VAV terminal units
- (2) Hi-Efficiency boilers and one air cooled chiller
- Hi-efficiency motors on pumps (Heating and cooling)
- Hi-efficiency magnetic chiller
- Air handler with variable frequency drive and fan wall
- Air-side economizer
- Variable flow air to labs
- Heat recovery from Lab/Hood exhaust system to AHU Makeup
- Systems Commissioning

Electrical

- Offices, work rooms, break rooms - Indirect / Direct 2 x 4 recessed LED fixture, dual-switched
- Classrooms - Indirect / Direct suspended linear LED fixture, provide lighting controls at instructor station
- Seminar rooms, labs, and student group study - Indirect / Direct suspended linear LED fixture, dual-switched
- Washrooms - LED downlights
- Back-of house spaces - strip fluorescents
- Parking lot - LED flood lights on 25' high poles
- Site – LED bollards
- Switch and Receptacles
 - a. Duplex convenience receptacle rated at 20-amp, 120-volt shall be provided in all rooms
 - b. Special receptacles for equipment shall be provided as required
 - c. Receptacles will be white
 - d. Device plates shall be stainless steel
 - e. 20-amp, 120-volt receptacles shall be heavy-duty specification grade
 - f. 20-amp, 120-volt GFCI duplex receptacles shall be provided as follows:
 1. Toilet Rooms: One GFCI duplex adjacent to lavatory
 2. All receptacles within 6 feet of sinks
 3. Adjacent to each exit from building at exterior of building with protective cover to allow weather protection with outlet in use
 - g. Wiring devices shall be specification grade, color as selected by the Architect. GFCI outlets shall be installed per code, special receptacles as required by particular equipment

- Conductors
 - a. All feeders and conductors shall be copper
 - b. Provide copper phase and neutral busses for all switchboards, distribution panel boards and panel boards
 - c. All 120 volt, 20 ampere circuits longer than 75' shall be #10 AWG
 - d. All 277 volt, 20 ampere circuits longer than 150' shall be #10 AWG
 - e. #10 AWG and smaller wire shall be solid conductor except for motor circuit feeders. #8 AWG and larger and motor circuit feeders shall be stranded conductors. Provide new wire and cable suitable for the temperature, conditions, and location where installed. Building wire shall be insulated with THHN/THWN/THW or XHHW insulation, rated 600 volt
 - f. Provide UL rated fire seals when passing through fire and smoke rated partitions
 - g. Provide access panels as required
 - h. Provide 4-inch reinforced concrete pads for all floor-mounted electrical equipment
- Conduit
 - a. Rigid galvanized steel conduit shall be used where exposed to physical damage
 - b. EMT conduit shall be used for other indoor, dry locations. Provide steel set-screw fittings, compression fittings for wet areas
 - c. PVC conduit may be used underground
 - d. Steel conduits in contact with earth or a vapor barrier shall be PVC coated

Lab Services per user interviews

Science Labs

- House vacuum system not needed
- Compressed air is not required
- Gas, water, electricity in all labs
- Point of use distilled water at sinks to be identified during schematic design and design development
- One specialized chemical lab dishwasher with DI rinse in prep space
- One autoclave in prep space
- Lockable storage in prep space
- 2 hoods in Microbiology / Chemistry Lab
- Microscope storage is accommodated in benches in labs
- Movable storage tables in the Biology / Anatomy / Physiology / Physics / Earth + Environmental Science lab

- Fixed tables in the Microbiology / Chemistry lab
- Dust collection required in the Biology / Anatomy / Physiology / Physics / Earth + Environmental Science lab

Nursing Labs

- Nursing simulation mannequins and hospital beds are owner furnished / owner installed
- Further development of dental assistant lab will occur during schematic design and design development
- Provide 10 hospital bed headwall units with
 - i. Power
 - ii. Data
 - iii. Compressed Air
 - iv. Vacuum
 - v. Lights
 - vi. Nurse call

Computer Labs

- Two-tier tables similar to the units installed in Riverton are required

Culinary Labs

- Commercial Kitchen
 - i. 4 ranges – 6 burners each
 - ii. 4 tables for 4 students each
 - iii. 2 grills
 - iv. 2 fryers
 - v. Refrigerator
 - vi. Teaching wall with white board and LCD screen
 - vii. Small Kombi oven
 - viii. Stack convection oven
 - ix. Vertical food slicer
 - x. Vertical food chopper
 - xi. 20 quart mixer
 - xii. Ice maker
 - xiii. Bowl food processor
 - xiv. Small tilt skillet
 - xv. Salamander above range
 - xvi. Small bench top smoker
- Baking Kitchen Equipment
 - i. 2 ranges – 6 burners each
 - ii. 4 tables for 4 students each
 - iii. Convection oven
 - iv. Deck oven
 - v. Small Kombi oven
 - vi. Proof box
 - vii. Floor mounted mixer
 - viii. Sprayer wash system for hosing out both kitchens
 - ix. No slicer or food processors required



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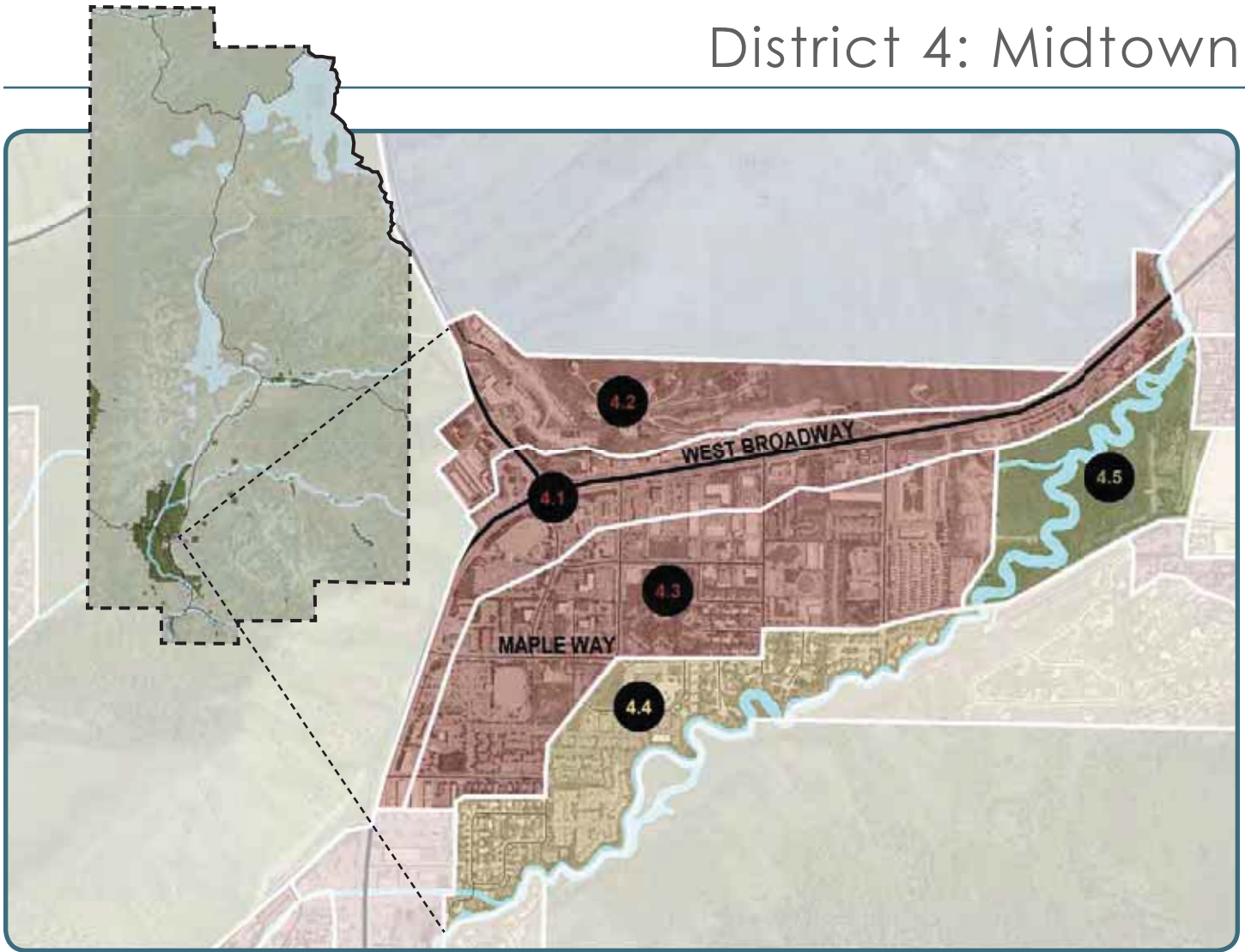
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SECTION 5 – SUPPORTING MATERIALS

- **5.1 - TETON COUNTY COMPREHENSIVE PLAN DISTRICT 4: MIDTOWN**
 - **5.2 - NEIGHBORHOOD MEETING SUMMARY**
 - **5.3 - STORMWATER CALCULATIONS**
 - **5.4 - GEOTECHNICAL REPORT**
 - **5.5 – TRAFFIC IMPACT STATEMENT**

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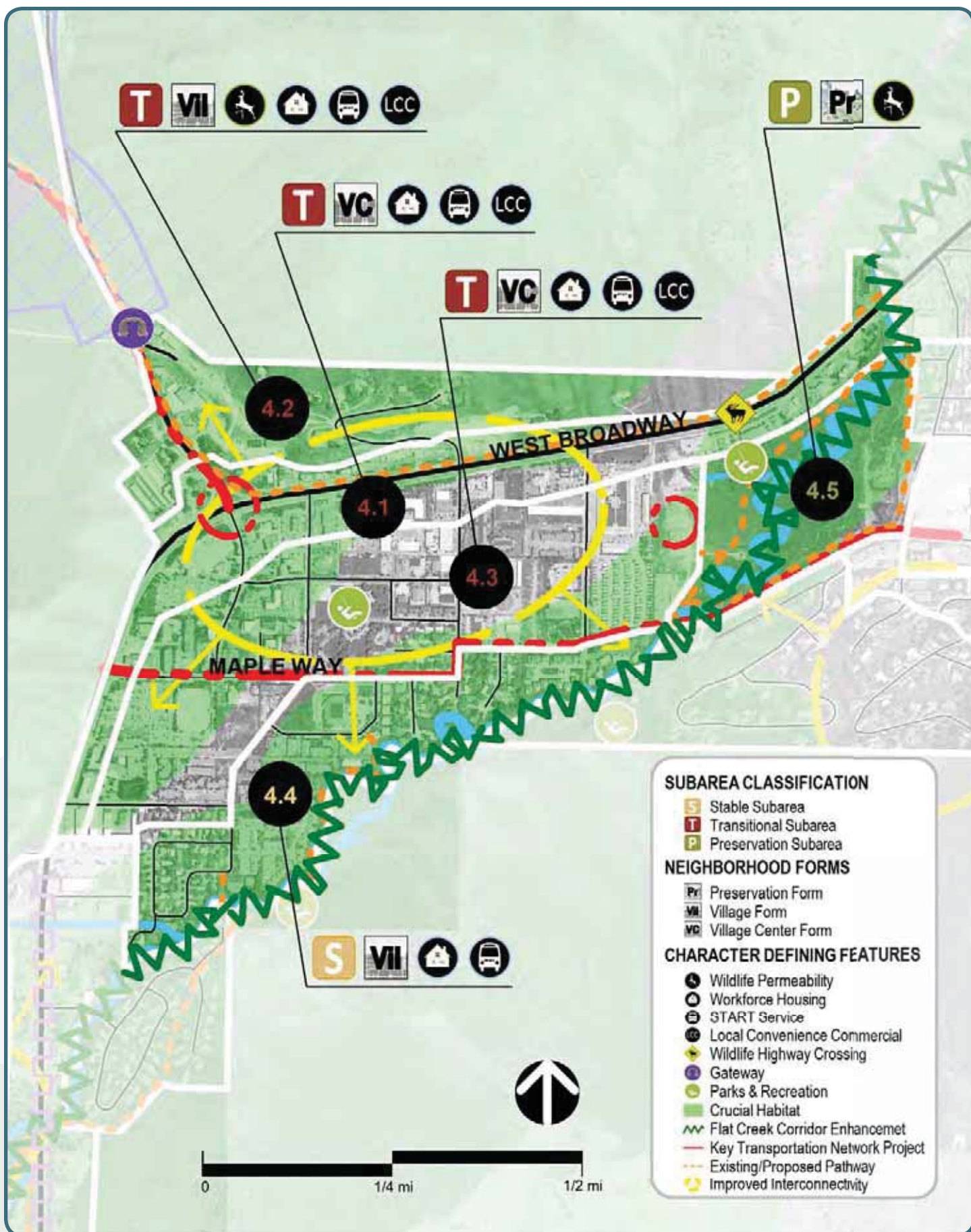
District 4: Midtown



Complete Neighborhood + Rural Area Chart

DEFINITION		EXST.	FUTURE	
COMPLETE NEIGHBORHOOD	Defined Character/High Quality Design			2-3 stories, vibrant pedestrian mixed use, street wall with landscape buffer
	Public Utilities			Water, sewer, storm sewer
	Quality Public Space			Powderhorn Park, Karns Meadow and Garaman Park Pathway
	Variety of Housing Types			Single family, duplex, condominiums, townhomes, apartments, multifamily
	Walkable Schools, Commercial + Recreation			Post office, START, limited convenience commercial, schools, parks, pathways
	Connection by Complete Streets			Alternative transportation a priority
RURAL	Viable Wildlife Habitat + Connectivity			Flat Creek enhancement, wildlife crossings
	Natural Scenic Vistas			
	Agricultural + Undeveloped Open Space			Karns Meadow
	Abundance of Landscape over Built Form			
	Limited, Detached, Single family Res. Development			
	Minimal Nonresidential Development			

Legend: Generally Present; Partially Present; Generally absent



Existing + Future Desired Characteristics

Midtown is one of the most Complete Neighborhoods in the community. It contains many of the service, office and retail establishments that meet Teton County residents' daily needs. It also contains a significant amount of workforce housing in a variety of housing types, including single family, duplex and multifamily structures. Another important characteristic of the district is the "Y", the intersection of the community's two main highways, U.S. 89 and Wyoming 22. Midtown is a highly visible district that is experienced on a daily basis by most residents. Today, the land use pattern is automobile-oriented and made up of large blocks containing low intensity single-use structures (both residential and non-residential) surrounded by significant surface parking, with little connectivity between blocks and lots. It is also the location of a significant amount of existing lodging uses developed prior to the Lodging Overlay that will be allowed to continue in the future. Flat Creek and the Karns Meadow are significant natural features in this district.

The future vision is to create a walkable mixed use district with improved connectivity and increased residential population. Key to achieving this vision will be the creation of a concentrated and connected land use pattern. To support this goal, future land uses will continue to include a variety of non-residential uses serving the needs of the local community and a variety of residential types focusing on workforce housing in multifamily and mixed use structures, specifically including deed-restricted rental units.

Mixed use, non-residential and multifamily residential buildings should be two to three stories in height and oriented to the street. Four story structures may be considered when adjacent to a natural land form. In the future, a landscape buffer between buildings and the street with well-designed green space and/or hardscape will be important to create an attractive pedestrian environment becoming of a desirable, walkable, mixed use district. Parking areas should be predominantly located behind buildings or screened from view. The creation of complete streets will be critical to increase connectivity between uses and between blocks and lots by all modes of travel. It is also important to recognize Snow King Avenue as a primary transportation corridor that will need to be maintained and improved in order to support regional transportation goals.

Despite the intensity of human activity within the district, Midtown contains or is adjacent to prominent natural resource lands such as the Karns Meadow, Flat Creek, East Gros Ventre Butte, High School Butte and the northwestern foot of Snow King Mountain. A key characteristic of this area is the mule deer movement corridor between East Gros Ventre Butte and Karns Meadow, and consequently, the high rate of wildlife vehicle collisions along West Broadway Avenue. The natural resources found in or adjacent to this district should be considered in the course of future planning, with development being located in a way that protects wildlife habitat and facilitates wildlife movement through the district. Future enhancements and redevelopment should seek to incorporate Flat Creek as a recreational and ecological amenity for the entire community.

Whether it is enhancing the gateway to Town at the Y intersection, redeveloping under-utilized properties with mixed use structures, improving alternative transportation infrastructure and connectivity, or enhancements to Flat Creek - change in this district is desirable.



Policy Objectives

Common Value 1: Ecosystem Stewardship

1.1.c: Design for wildlife permeability

Common Value 2: Growth Management

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

4.1.d: Maintain Jackson as the economic center of the region

4.2.c: Create vibrant walkable mixed use subareas

4.3.a: Preserve and enhance stable subareas

4.3.b: Create and develop transitional subareas

4.4.b Enhance Jackson gateways

4.4.d: Enhance natural features in the built environment

Common Value 3: Quality of Life

5.2.d: Encourage deed-restricted rental units

5.3.b: Preserve existing workforce housing stock

6.2.b: Support businesses located in the community because of our lifestyle

6.2.c: Encourage local entrepreneurial opportunities

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

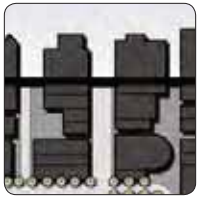
7.2.d: Complete key Transportation Network Projects to improve connectivity

7.3.b: Reduce wildlife and natural and scenic resource transportation impacts



Character Defining Features

4.1: Midtown Highway Corridor



Village Center
Form

This mixed use, TRANSITIONAL Subarea is dominated by West Broadway Avenue, Highway 22 and the Y intersection.

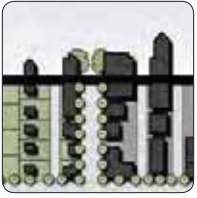
Development intensity should be oriented towards these roadways and configured in two to three story mixed use buildings with adequate setbacks and screening proportional to these busy highway

corridors and intersections. Along the north side of West Broadway four stories buildings will be allowed when they are built into and used to screen the adjacent hillside. All building designs should incorporate techniques to mitigate height such as stepping back upper floors from the streetscape. Parking areas should be predominantly in the rear or screened from view. The lower levels of buildings should contain a variety of non-residential uses including retail, service and office uses catering to locals, while residential uses should be located predominantly on the upper levels of mixed use buildings or to the rear of a site and away from the highway. Future structures will be predominantly mixed use, while multifamily will be allowed if it properly addresses the street. It will be important to successfully integrate the land uses and patterns in this area with adjacent subareas.

A goal of the subarea will be to implement complete street amenities, balancing the needs of vehicle and alternative transportation users. Pedestrian connectivity across West Broadway Avenue will be needed to ensure access to the neighborhood amenities located in the southern portion of the district. Some single use and auto-oriented uses (e.g. gas stations and auto dealers) will still be needed in the future. These uses should follow the desired building form and pattern as much as possible, including providing connectivity by all travel modes to adjacent lots. A key challenge in this area will be to identify a solution to accommodate a wildlife crossing along West Broadway Avenue.



4.2: Northern Hillside

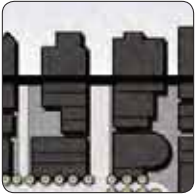


Village Form

This TRANSITIONAL Subarea must strike a delicate balance between allowing some mixed use and residential development while maintaining wildlife permeability and the natural form of the undeveloped hillsides. A key to successful future development will be to sensitively place development in harmony with the existing terrain in order to minimize land disturbance. Development intensity in this subarea should be less than that found within the adjacent Midtown Highway Corridor (Subarea 4.1). Structures will be allowed up to two stories and may be configured in a variety of layouts with attached and detached units blending into the natural surroundings. Smaller building footprints will be encouraged in order to provide adequate open and/or landscaped areas. A variety of residential types, including live/work, multifamily, and duplexes, may be appropriate in this area depending on the specific characteristics of a site and its existing topography. Low density single family housing may continue to be appropriate at the edges of this area, particularly when adjacent to existing undisturbed hillsides. Future development should address wildlife permeability and assist in guiding wildlife movement to future roadway crossings.



4.3: Central Midtown

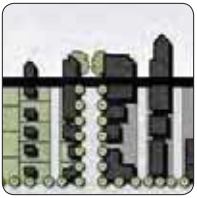


*Village Center
Form*

This TRANSITIONAL Subarea in the core of the district will be critical in achieving the overall goal of transforming the area into a walkable mixed use district. Opportunities should be taken to expand the currently limited street network in order to break up large existing blocks and increase connectivity for all transportation modes. Key to this transition will be the addition of increased residential intensity in a variety of types and forms to take advantage of the Complete Neighborhood amenities in the area. Mixed use structures will be encouraged with non-residential uses located predominantly on the street level and residential units on upper levels. Multifamily structures in a variety of forms will also be desirable. Mixed use and multifamily residential buildings should be a combination of two and three story structures oriented to the street, though a buffer should be placed between buildings and the street with green space and/or hardscaping. Parking areas should be predominantly located behind buildings or screened from view. Live-work housing opportunities will be encouraged, as well as any other opportunities to promote local entrepreneurship. Single family residential units are not envisioned for this area. Particular care and attention will need to be given to ensure a successful transition between this mixed use subarea to the adjacent Midtown Residential (Subarea 4.3). The location of buildings and parking, types of uses and overall intensity of use should be considered to ensure a successful blend of these two subareas.

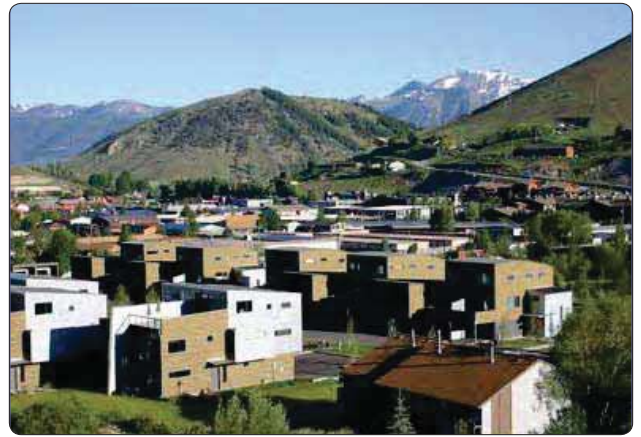


4.4: Midtown Residential

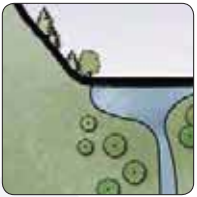


Village Form

This residential, STABLE Subarea should continue as a single family and multifamily residential neighborhood with a mix of ownership and rental units in close proximity to Complete Neighborhood amenities. Pedestrian and bicycle connections should be enhanced, both in terms of internal destinations and those beyond, particularly to schools in other districts. Portions of this subarea also function as a wildlife movement corridor. In the future, wildlife permeability to and from Flat Creek will be maintained and enhanced. Development should also occur in a manner that is sensitive to hillsides, and smaller building footprints should be encouraged in order to provide open and/or landscaped areas. Future improvements to Flat Creek and the adjacent pathway and park system will be needed to support the health of this natural feature for wildlife and residents.



4.5: Karns Meadow



Preservation Form

This PRESERVATION Subarea should continue to serve as wildlife habitat and a key wildlife movement corridor in the future. Moving forward wildlife needs will need to be carefully balanced with providing the recreational and other amenities envisioned in the original land owners conveyance of the property. The future addition of a street connection through this district will improve connectivity for all modes of transportation and create a separation between the developed and undeveloped portions of the area.



Central Wyoming College Jackson Center
Community Meeting
Sketch Plan and Zoning Map Amendment
Thursday, February 15th, 2018
5:30pm - 7:00pm at the Center for the Arts

	NAME	PHYSICAL ADDRESS	E-MAIL
1	Bob Bell	Jackson, WY	bob.belljh@outlook.com
2	John Carney	215 S. King St.	john@clbarchitects.com
3	Tasha Starr	Alpine, WY	tasha.starr@fourseasons.com
4	Kathy Wells	Riverton, WY	kathywellsrn@yahoo.com
5	Amy Madera	Jackson, WY	amadera73@gmail.com
6	Dan Myers	Jackson, WY	dan.myers@fourseasons.com
7	Ed Gannon	Jackson, WY	ed.gannon@fourseasons.com
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	Thank you for your participation!		





JORGENSEN

It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 201
Jackson, WY 83002
PH: 307.733.5150
www.jorgeng.com

January 29, 2018

To Whom It May Concern:

Central Wyoming College intends to submit a Sketch Plan application with a Zoning Map Amendment to the Town of Jackson this spring to permit a new Jackson Center at 230 and 330 Veronica Lane.

There will be a community meeting on Thursday, February 15th, 2018 from 5:30pm to 7:00pm at the Center for the Arts (240 S. Glenwood Street) where you will have the opportunity to ask any questions you may have about what is being proposed and to provide feedback.

Sincerely,

JORGENSEN ASSOCIATES, P.C.

Brendan Schulte
Senior Planner

NOTICE OF COMMUNITY MEETING FOR CENTRAL WYOMING COLLEGE - JACKSON CENTER

Central Wyoming College intends to submit a Sketch Plan application with a Zoning Map Amendment to the Town of Jackson this spring to permit a new Jackson Center on Veronica Lane.



Please attend this open house to ask questions about what is being proposed and provide feedback.

Thursday, February 15th, 2018 from 5:30pm to 7:00pm at the Center for the Arts (enter on the Glenwood side) 240 S. Glenwood St. Jackson, WY

NEW LISTING 177 Center Street



RESIDENTIAL AND COMMERCIAL BUILDING IN DOWNTOWN JACKSON, WY.

Six executive office suites combined with a furnished penthouse condo of 2 beds and 2 baths makes for a special offering rarely available in the Town of Jackson. Spectacular location just one block from the Town Sq. with great views and southerly orientation for abundant sunshine. Located in the lodging overlay with short term rentals allowed. Private elevator, multiple entrances, plenty of storage and covered parking. Condo and Offices are also being offered separately, please inquire for details. MLS 17-2822 | \$3.35M



EXCEPTIONAL BUILDING SITE - GROS VENTRE NORTH

With views of the Grand Teton, the Sleeping Indian, & JHMR, this lot on the top of Gros Ventre North is a special

40 ACRES ON WILLOW CREEK

Incredible setting with 40 very private acres. The nice custom built home provides vaulted ceilings, in-floor heat throughout, quality finishes and lots of windows with

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OWNER	ADDRESS	CITY,	STATE	ZIP	STREET ADDRESS (JACKSON)
PASSLINE PARTNERS LLC	P.O. BOX 1824	JACKSON	WY		83001 1120 ALPINE LANE
SSDA, LLC	P.O. BOX 3393	JACKSON	WY		83001 1160 ALPINE LANE
MAPLE WAY LLC	PO BOX 454	JACKSON	WY		83001 1115 MAPLE WAY
2LSN, LLC	HC 62 BOX 7374	STAR VALLEY RANCH	WY		83127 270 VERONICA LANE
MAPLE BUFFALO LLC	PO BOX 256	WILSON	WY		83014 1225 MAPLE WAY
FREDERICK HYDE HIBBERD JR. LIVING TRUST	400 N.W. RIDGE ROAD	JACKSON	WY		83001 1130 MAPLE WAY
COUNTRY LAWYERS, INC.	PO BOX 1845	JACKSON	WY		83001 1116 MAPLE WAY
NO FEAR! LLC	P.O. BOX 921	JACKSON	WY		83001 255 BUFFALO WAY
GREGORY E. & MARGARET J. PRUGH					
TRUSTEES	P.O. BOX 2914	JACKSON	WY		83001 1120 MAPLE WAY
KAIDI MORGAN DUNSTAN TRUSTEE	P.O. BOX 136	WILSON	WY		83014 1135 MAPLE WAY
PML, LLC	P.O. BOX 14580	JACKSON	WY		83002 275 VERONICA LANE
HOKE & CO., LLC	P.O. BOX 130	WILSON	WY		83014 250 VERONICA LANE
ALBERTSON'S STORES SUB LLC	250 PARKCENTER BLVD	BOISE	ID		83706 155 BUFFALO WAY
22 WEST, LLC	P.O. BOX 4659	JACKSON	WY		83001 505 POWDERHORN LANE #1
JACKSON CONGREGATION OF JEHOVAH					
WITNESSES	P.O. BOX 8705	JACKSON	WY		83002 1145 MAPLE WAY

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Departed USPS Regional Facility
COLORADO SPRINGS CO DISTRIBUTION CENTER

February 6, 2018, 4:51 am
Arrived at USPS Regional Facility
COLORADO SPRINGS CO DISTRIBUTION CENTER

February 1, 2018, 12:24 pm
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STORMWATER MANAGEMENT MANUAL RATIONAL METHOD FOR RUNOFF CALCULATIONS POST-DEVELOPMENT - 100 YEAR EVENT

CWC Jackson
Lots 3, 6
17 July 2017

Design Storm Frequency = 100 years

Discharge Rate, d = 0.30 cfs

Surface Type	Area A (ft ²)	Area (acres)	Runoff Coefficient C	Frequency Factor C _f	C x C _f	Calculation Value C'	C' x A (acres)
Roofs	6,402	0.15	0.95	1.25	1.1875	1	0.15
Pavement	13,889	0.32	0	1.25	0	0	0.00
Lawn, Heavy, Flat, 2%	4,708	0.11	0.15	1.25	0.1875	0.1875	0.02
	0	0.00	0	1.25	0	0	0.00
	0	0.00	0	1.25	0	0	0.00
Totals	24999	0.57					0.19

$$\text{Weighted Runoff Coefficient, } C_{wd} = \frac{\sum C_j A_j}{\sum A_j} = 0.27$$

$$C_{wd} \times C_f = 0.34$$

$$C_{wd} \times C_f \times \sum A_j = 0.19$$

Time of Concentration = 5 minutes

Water Quantity Calculations					
Rainfall Duration, t (min)	Rainfall Intensity, i (in/hr)	Runoff Volume (ft ³)	Discharge Volume (ft ³)	Site Detention (ft ³)	Peak Flow (ft ³ /sec)
5	3	176.77	90.73	86.05	0.58
10	2.33	274.59	181.45	93.14	0.45
15	1.9	335.87	272.18	63.69	0.37
20	1.65	388.90	362.90	26.00	0.32
30	1.3	459.61	544.35	-84.74	0.25
40	1.08	509.11	725.80	-216.70	0.21
50	0.95	559.78	907.25	-347.47	0.19
60	0.82	579.82	1088.71	-508.89	0.16
70	0.74	610.46	1270.16	-659.70	0.14
80	0.65	612.81	1451.61	-838.79	0.13
90	0.61	646.99	1633.06	-986.07	0.12
100	0.56	659.95	1814.51	-1154.56	0.11

$$\text{Water Quantity Storage Required} = 93 \text{ ft}^3$$

$$= 697 \text{ gallons}$$

$$\text{Peak Flow Rate} = 0.58 \text{ cfs}$$



STORMWATER MANAGEMENT MANUAL RATIONAL METHOD FOR RUNOFF CALCULATIONS PRE-DEVELOPMENT FLOW RATE - 100 YEAR

CWC Jackson
Lots 3, 6
17 July 2017

Design Storm Frequency = 100 years

Discharge Rate, d = 0.00 cfs

PL

Surface Type	Area A (ft ²)	Area (acres)	Runoff Coefficient C	Frequency Factor C _f	C x C _f	Calculation Value C'	C' x A (acres)
Lawn, Sandy, Average, 2 to 7	18,253	0.42	0.13	1.25	0.1625	0.1625	0.07
Pavement	4,340	0.10	0	1.25	0	0	0.00
Unimproved	5,700	0.13	0.2	1.25	0.25	0.25	0.03
		0.00	0	1.25	0	0	0.00
		0.00	0	1.25	0	0	0.00
Totals	28,293	0.65					0.10

$$\text{Weighted Runoff Coefficient, } C_{wd} = \frac{\sum C_j A_j}{\sum A_j} = 0.12$$

$$C_{wd} \times C_f = 0.16$$

$$C_{wd} \times C_f \times \sum A_j = 0.10$$

Time of Concentration = 5 minutes

Water Quantity Calculations			
Rainfall Duration, t (min)	Rainfall Intensity, i (in/hr)	Runoff Volume (ft ³)	Peak Flow (ft ³ /sec)
1	0	0.00	0.00
5	3	91.48	0.30
10	2.33	142.10	0.23
15	1.9	173.81	0.19
20	1.65	201.26	0.17
30	1.3	237.85	0.13
40	1.08	263.47	0.11
50	0.95	289.69	0.10
60	0.82	300.06	0.08
70	0.74	315.92	0.07
80	0.65	317.14	0.07
90	0.61	334.82	0.06
100	0.56	341.53	0.06

Peak Flow Rate = 0.30 cfs



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November 27, 2017

Dennis Egge
State of Wyoming - State Construction Department
Construction Management Division
Cheyenne, WY 82002
Via email: dennis.egge@wyo.gov

**RE: GEOTECHNICAL REPORT - REVISION 1, CENTRAL WYOMING COLLEGE – JACKSON
CAMPUS, 235 AND 255 VERONICA LANE, JACKSON, WYOMING
PROJECT NO: 17067**

Dear Mr. Egge,

We are pleased to present this revised report of our Geotechnical Site Investigation for the proposed new construction located at 235 and 255 Veronica Lane in Teton County, Wyoming. The report describes site conditions and presents conclusions and recommendations to support the design and construction of foundation elements.

Please note: this represents a revision of the report issued on November 20, 2017. We recommend notifying anyone who received a copy of the previous report and discarding all existing copies to avoid confusion. Of note, after conversations with the architect and structural engineer, we improved the project description (Section 2.0) and recommendations pertaining to bearing capacity (Section 5.2).

In summary, the site appears to be underlain by stony alluvium of the Cache Creek drainage, considered to be an adequate bearing layer for construction. Alluvial deposits are notoriously variable, but conditions observed during the subsurface exploration appear consistent across the proposed project area. Jorgensen should observe subgrade conditions for any foundation elements prior to placement of fill or foundation elements, especially if pockets or lenses of loose sand, fine-grained soils, or undocumented fills are observed. Two standpipes were installed on the property in order to monitor peak groundwater levels during the spring of 2018. Due to concerns with high seasonal groundwater, a basement is not recommended.



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If you have any questions about this report, or if we may provide other services to you, please do not hesitate to contact us. As the project progresses, we will be available to answer questions.

Respectfully submitted,

JORGENSEN GEOTECHNICAL

Lauren Jones

Colter H. Lane, P.E.

**Geotechnical Investigation Report - Revision 1
Central Wyoming College – Jackson Campus
235 and 255 Veronica Lane**



Prepared for:

**Dennis Egge
State of Wyoming - State Construction Department
Construction Management Division
Cheyenne, WY 82002**

Prepared by:



JORGENSEN
GEOTECHNICAL, LLC

**PO Box 9550
Jackson, WY 83002**

November 27, 2017

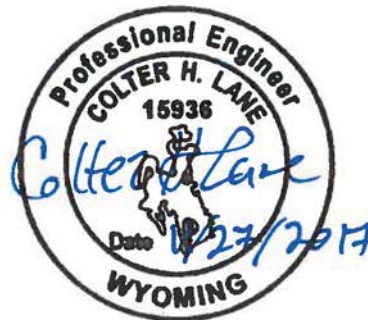


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1.0 INTRODUCTION

At the request of Mr. Dennis Egge, Jorgensen Geotechnical (JG) conducted a Geotechnical Site Investigation at 235 and 255 Veronica Lane in Jackson, Wyoming (Figure 1). The purposes were to observe soil and groundwater conditions, evaluate soil engineering properties, and to provide recommendations to support design and construction the proposed Jackson Outreach Center of Central Wyoming College. The scope of services included excavating and logging two exploratory test pits, performing engineering analyses, and furnishing this report.

2.0 PROPOSED CONSTRUCTION

Concept plans from the Level II Study report indicate two possible site layouts. It is our understanding that Option 2 of the report is preferred, which comprises a two story structure situated in the eastern portion of the project site. Parking is proposed west of the structure and a detached, above ground mechanical building is proposed along the northern boundary of the site. Floor area will be 15,940 ft² between the two levels with 1,400 ft² for a mechanical mezzanine. According to the architect, the structure will be comprised of a steel frame with a composite concrete deck. We have assumed a spread footing foundation system for analyses.

3.0 INVESTIGATION PROCEDURE

3.1 Field Investigation

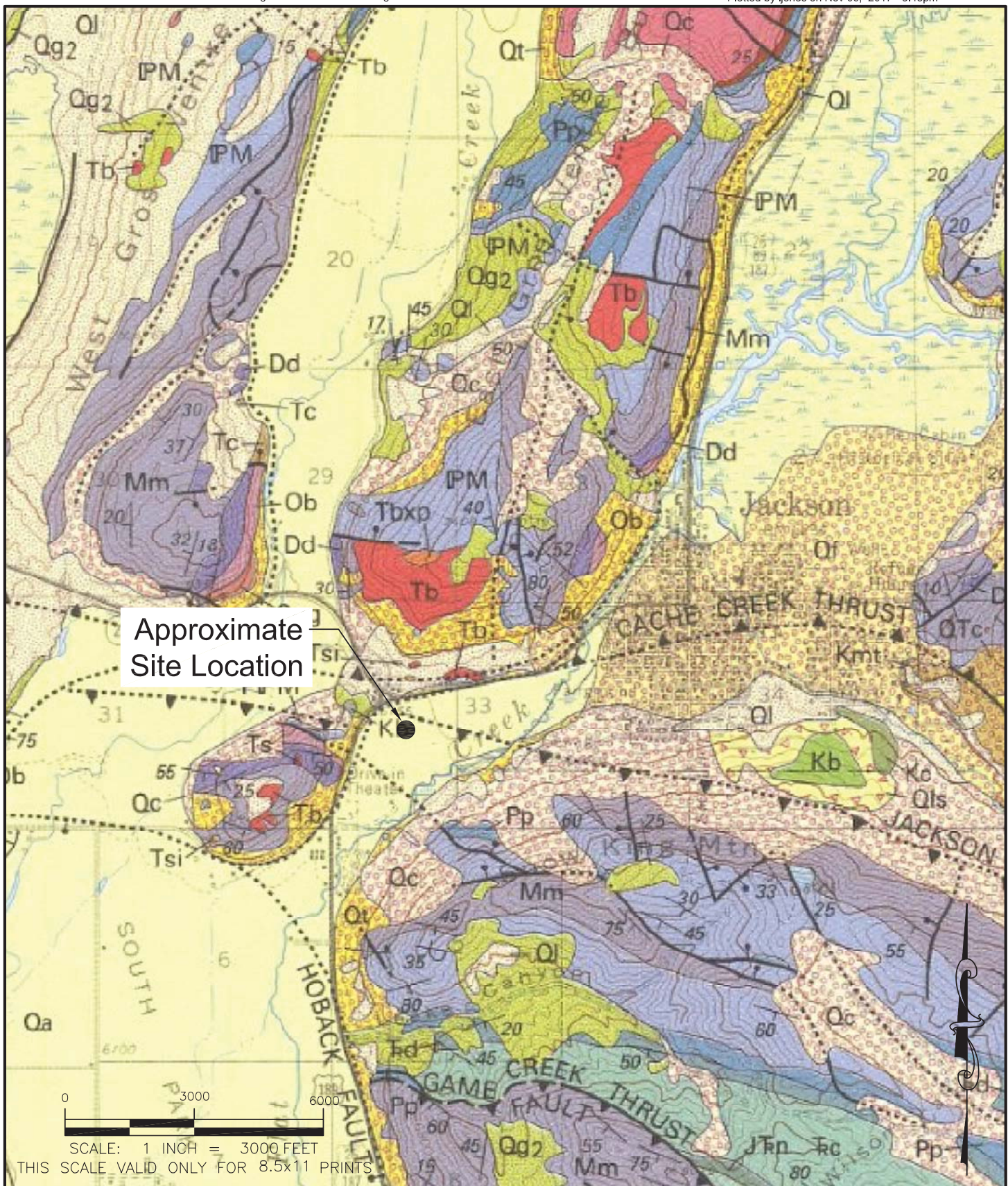
The field investigation was conducted on November 6, 2017. Two test pits were excavated to depths of 7 feet below the ground surface (bgs) in JG-1 and 10 feet bgs in JG-2. Soil type, thickness, consistency, and relative moisture content were observed and documented by JG. Site conditions may vary and actual soil conditions may differ from those represented in the exploration logs. Approximate test pit locations are shown on Figure 2 and detailed test pit logs are presented graphically in Appendix A.

3.2 Laboratory Analysis

The stony nature of the site soils precludes laboratory testing due to the size of a properly representative sample. Soil engineering behavior has been estimated using field observations of soil type and consistency.

3.3 Report Preparation

The report describes the geological site conditions and includes a site location and geologic map and descriptive test pit logs. The report provides engineering analyses and recommendations for construction of new foundation elements.



From Love et al, 1992, Geologic Map of the Grand Teton National Park, Teton County, Wyoming Map I-2031

Map symbols: Qa - Alluvium Kb - Sandstone
Qf - Alluvial Fan Qc - Colluvium

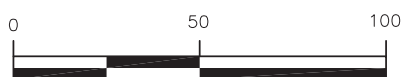
DRAFTED BY: LJ
REVIEWED BY: CHL
PROJECT NUMBER
17067

SHEET TITLE:
Figure 1
Site Location and
Geologic Map

PROJECT TITLE:
Geotechnical Site Investigation
CWC - Veronica Lane
Jackson, Wyoming



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THIS SCALE VALID ONLY FOR 8.5x11 PRINTS

NOTES:

AERIAL IMAGERY FROM TETON COUNTY GIS.
DATED JUNE 8, 2017.
TEST PIT LOCATIONS ARE APPROXIMATE, BUT WERE
SURVEYED BY JORGENSEN NOV 6, 2017, FOR MORE
ACCURATE MAPPING DURING DESIGN.



DRAFTED BY:	LJ	SHEET TITLE: Figure 2 Test Pit Location Map	PROJECT TITLE: Geotechnical Site Investigation CWC - Veronica Lane Jackson, Wyoming	 JORGENSEN Geotechnical, LLC 307-733-5150 www.jorgeng.com
REVIEWED BY:	CHL			
PROJECT NUMBER 17067				

4.0 SITE CONDITIONS

4.1 Site Description

235 and 255 Veronica Lane are located in western Jackson, WY, approximately 1,000 feet northwest of Flat Creek. The site is relatively flat at an approximate elevation of 6,150 feet above mean sea level (Figure 2). Each lot is approximately 0.3 acres and the ground is currently covered by tall grasses.

The project area is currently undeveloped and, according to historic aerial photography, has mainly served as parking or storage. Construction of the structure at 275 Veronica Lane to the north appears to have occurred in 2007 and the fill observed in test pit JG-1 (see Section 4.3) may have been left on site at that time.

4.2 Geology

The project site is found on the geologic map of Grand Teton National Park by J.D. Love, et al, published in 1992 (Figure 1). The map shows the location of surface deposits, bedrock units, and geologic structures (i.e., faults and folds). According to the map, the project site is covered by Quaternary age alluvial deposits which consist of gravel, sand, and limited channel fillings of silt and clay. Bedrock is assumed to be very deep. Soil types observed during the site investigation are consistent with mapped geology.

Numerous Quaternary age (relatively young and potentially active) faults have been mapped in the Jackson area (Case, 1997), most notably the Teton fault system along the east side of the Teton Range, approximately 5 miles west of the project site. The inferred (buried) traces of the Cache Creek and Jackson thrust faults are located very near the site (dotted lines on Figure 1), crossing the town of Jackson on a generally east-west trend. These faults are considered to be relatively old and inactive and do not affect the project.

4.3 Soils

The site is generally underlain by sandy gravel and cobble alluvium of the Cache Creek alluvial floodplain. All test pits encountered about two feet of sandy silt topsoil underlain by stony alluvium. The topsoil was logged as moist, dark brown, medium stiff, sandy silt. The alluvium was described in the field as slightly moist to moist, tan and light grey with rusty blotches, medium dense, primarily consisting of 70-75% gravel and cobble to 15-inches in diameter with a clayey silt and sand matrix. Detailed test pit logs are attached in Appendix A.

A few pieces of trash were encountered in JG-1 to a depth of about 4-ft indicating an undocumented fill. As described above, this fill may be associated with construction of the structure to the north and is not anticipated to extend very far south. In the event fills are identified in the foundation excavation, they should be removed from below foundation elements.

Similar soils were encountered in test pits excavated north and south of the proposed buildings and are likely consistent across the project area. However, lenses of loose sand and fine-grained material are common in alluvial deposits and JG should observe subgrade conditions prior to placement of fill or foundation elements, especially if pockets or lenses of loose sand, fine-grained soils, or undocumented fills are observed.

4.4 Groundwater

Groundwater was encountered at about 6.5 and 8-ft bgs in JG-1 and JG-2, respectively, during the investigation on November 6, 2017. Soil conditions were observed to be slightly moist to moist, with moisture content increasing with depth. Groundwater monitoring standpipes were installed in both test pits: MW-1 at 7-ft bgs and MW-2 at 10-ft bgs (see Figure 2).

The investigation occurred after what is considered the peak seasonal groundwater level in this area. Therefore, it is recommended that groundwater levels are monitored during the spring 2018 runoff season. Soils with rust staining (i.e., “gleyed soils”) were observed in both pits within about 3-4 feet of the ground surface. Gleyed soils occur in anoxic environments and may indicate levels of sustained high groundwater. Due to the possibility of seasonally high groundwater levels, a basement is not recommended and any mechanical equipment placed in crawlspace areas should be moisture insensitive.

4.5 Earthquakes and Seismicity

Jackson Hole is located within the Intermountain Seismic Belt, a zone of seismicity that extends from southern Utah through eastern Idaho, western Montana, and western Wyoming (Smith and Arabasz, 1991). The Teton fault along the eastern margin of the Teton Range, approximately 5 miles to the west of the site, is considered an important structural element of the Intermountain Seismic Belt. Predicted recurrence intervals for maximum credible earthquakes have passed for most of the fault systems capable of generating magnitude 7.5 events in western Wyoming (Case, 1997), implying the risk of major earthquakes is relatively high.

Ground motion accelerations should be derived for the project site in accordance with the general procedure defined in the International Building Code (IBC). The IBC references ASCE 7-10 to determine the ground motion accelerations. Based on subsurface soils and our experience in the area, the site is classified as a Site Class D (“Stiff Soil”). For your convenience, USGS Seismic Design Maps Summary and Detailed Reports were produced assuming a risk category of I/II/III (assumed) and are attached in Appendix B. These reports present design ground motion for structural design.

The site is in an area of moderate seismic activity. The current peak horizontal acceleration (PGA) with 10% probability of exceedance in 50-years is approximately 0.19g, according to the USGS National Seismic Hazard Maps (2014). This has been applied in this report for analysis of seismic lateral loading on retaining walls, see Section 5.3.

The provisions of the IBC are intended to provide uniform levels of performance for structures, depending on their occupancy and use and the risk inherent to their failure. The approach adopted in the IBC is intended to provide a uniform margin of safety against collapse at the *design* ground motion. The *design* earthquake ground motion is selected at a ground shaking level that is $2/3$ of the *maximum considered earthquake* (MCE) ground motion, which has a likelihood of exceedance of 2 percent in 50 years (a return period of about 2,500 years). The owner should be aware that the IBC is not intended to prevent damage or loss of function during a major earthquake; it is intended to reduce the risk of loss of life. Structural design should follow the level of risk tolerable to the owner.

4.6 Geologic Hazards and Liquefaction

The owner should be aware that in the event of a large magnitude earthquake (i.e., approximately 7.5), strong ground shaking or liquefaction could potentially cause damage to structures (Smith, et al, 1993). The owners may wish to consider the option of carrying earthquake insurance in addition to homeowner's insurance.

Loose, saturated sands and silty sands, and in some cases, silts and gravels, may liquefy when exposed to seismic shaking. Evaluation of the deep subsurface conditions and assessment of the liquefaction potential at this site are beyond the scope of this investigation. However, the gravel and cobbles encountered in the test pits appear too stony and dense to liquefy in a seismic event. Since the site is in a relatively flat area, if liquefiable material is present at greater depths, seismically-induced liquefaction could cause differential settlement but is unlikely to cause “lateral spreading”, which is a major slope movement that is a common source of catastrophic failure during earthquakes.

5.0 ENGINEERING ANALYSES

5.1 Settlement

Significant consolidation of the stony alluvial deposits (i.e., greater than 1-inch of total settlement) was observed in the test pits below the topsoil and undocumented fills. Thus, foundation elements should be placed directly on native sandy gravel and cobble. Recommendations regarding site preparation may be found in Section 6.2. If encountered, topsoil, fill, and any fine-grained soils should be removed below all footings. Lenses of loose sand or fine-grained material may occur in the stony material; if encountered during construction, they should be removed and replaced with structural fill or native stony alluvium.

5.2 Bearing Capacity

Bearing capacity of soil refers to its ability to resist shear failure under load. Soil parameters (i.e., inputs to the bearing capacity equation) were derived based on visual classification of the soil. The allowable bearing capacity for the gravel and cobble alluvium was estimated using Terzaghi's bearing capacity equation for 2-ft continuous (i.e., strip) footings and 6.25'x6.25' square footings (Bowles, 1996).

Allowable bearing capacity is calculated to be:

- 2-ft Continuous = 6,500 psf
- 6.25'x6.25' Square = 8,400 psf

Soil bearing capacity is dependent not only on its strength, but also the geometry of the foundation elements. The calculations assume the bottom of footing elevation is buried 3-ft below final grade. If existing conditions are found to differ from these assumptions or if new footings will have different dimensions, please contact us for a reevaluation of the allowable bearing capacity.

5.3 Lateral Loads on Foundation Walls

Lateral pressures were calculated using methods suggested by Bowles (1996). Lateral pressures were calculated for at-rest, active, and passive conditions and presented in Table 5-1.

Table 5-1: Lateral Pressure Parameters for Native Stony Alluvium or Stony “Pit-Run” Fill

Condition	Coefficient of Earth Pressures	γK (equivalent fluid pressure)
Static Conditions Level Backfill	$K_o = 0.43$ $K_a = 0.27$ $K_p = 3.69$	58 pcf 37 pcf 498 pcf
Earthquake Conditions Level Backfill	$K_{ae} = 0.33$ $K_{pe} = 3.49$	44 pcf 472 pcf

Values in the table assume a level ground surface adjacent to retaining structures. We have assumed site derived “pit-run” material (sandy gravel and cobble) will be used as exterior backfill, which has an estimated internal friction angle of 35° and a unit weight of 135 pcf.

5.3.1 Active Pressures

For lateral pressure design of retaining walls, which are allowed to deflect and develop an active soil wedge, the calculated equivalent fluid pressure (γK_a) is 37 pcf (pounds per cubic foot). This pressure distribution would be equivalent to a force of approximately $18.5H^2$ pounds per horizontal foot of wall acting at one-third the wall height (H) above the base.

Lateral pressures on retaining walls from earthquakes were estimated using the Mononobe-Okabe equations (Bowles, 1996; Duncan et al, 1990). Because the maximum acceleration occurs only briefly during an earthquake, it is common practice when designing dams and other earth structures to reduce the design acceleration to ½ of the maximum design acceleration (Hynes-Griffin and Franklin, 1984). Thus, we have calculated seismic lateral pressures using a horizontal acceleration k_h of 0.1g (1/2 of k_h max) per the USGS (2014).

Research has indicated that lateral pressures due to earthquakes are non-hydrostatic in distribution, and the resultant acts above the lower third-point of the wall (Bakeer, et al, 1990). Accordingly, active soil pressures must be divided into two components that act at different wall heights. The static force acts at the lower third-point, as discussed above. The resultant force from seismic lateral pressures is applied at 60% of the wall height above the base with a magnitude equal to the difference between seismic and static active pressures; i.e., $(\gamma K_{ae} - \gamma K_a)H^2$ or $3.5H^2$ pounds per horizontal foot of wall applied.

5.3.2 At-Rest Pressures

For lateral pressure design of basement walls, which are restrained and not allowed to deflect, the calculated at rest earth pressure (γK_o) is 58 pcf. Design control of such walls shall be whichever generates the higher resultant force: at-rest pressures or active seismic pressures.

5.3.3 Passive Pressures

For passive pressure design, the earth pressure coefficient (γK_p) is about 498 pcf, assuming a horizontal ground surface adjacent to the wall and reduced to 472 pcf for seismic conditions. Passive pressure design should neglect loose fill and soil located within the frost zone.

5.4 Soil Friction

Terzaghi et al, (1996) suggest use of the internal strength of the soil for the friction angle along a concrete base in granular soils, with a maximum value of 30°. Accordingly, a friction value of 0.58, which is the tangent of 30°, is suggested if foundation elements are founded on native stony alluvium or compacted, granular structural fill. The friction value may be combined with the passive pressure to resist horizontal loads.

6.0 RECOMMENDATIONS

6.1 Foundations

In our opinion, the existing native stony alluvium, consisting of sandy gravel and cobble, is anticipated to provide adequate support for the proposed foundation loads. We strongly recommend that the building foundation systems be placed entirely on native stony material or approved structural fill consisting of imported “pit-run” or re-compacted stony site soil. Topsoil, fill, and any fine-grained flood plain deposits should be removed and building foundations should be placed entirely on native stony alluvium or approved structural fill.

All footings should be placed below the frost line, including exterior footings for awnings and porches. The building code for Teton County requires that footings be placed at a minimum depth of 34 inches from finished grade, with a minimum foundation exposure of 6 inches above finished grade.

Minor cracks in the foundation walls, floor slabs, and sheetrock are normal and should not be a cause for concern. A structural engineer should review the plans to check that adequate lateral restraint is provided to foundation walls by the floor joists.

Local codes regarding foundation ventilation and radon mitigation should be followed. The contractor shall be ultimately responsible for following local building regulations and codes.

6.2 Site Preparation

Prior to placement of structural fill, the site should be cleared and stripped of topsoil and organic debris. No brush, roots, frozen material, or other deleterious or unsuitable materials shall be incorporated in the foundation subgrade or structural fill. All exposed subgrade surfaces should be free of mounds and depressions which could prevent uniform compaction. If unexpected fills or obstructions are encountered during site clearing or excavation, such features should be removed and the excavation thoroughly cleaned prior to backfill placement and/or construction.

If sand or fine-grained soils are observed in the foundation excavation, they should be removed and replaced with an approved structural fill, such as pit-run or native stony alluvium. The foundations should bear directly on the stony gravel and cobble alluvium or approved structural fill placed in direct contact with the stony alluvium.

During excavation for the foundation footings, removal of large cobbles may disturb and loosen the surrounding material. All disturbed areas should be compacted with a smooth-drum vibratory roller, in vibratory mode with a *minimum* of three passes, prior to placement of structural fill and/or footing construction. The actual number of passes should be determined by observing whether the surface is yielding after each pass. If the surface appears to be yielding, the number of passes should be increased until a non-yielding condition is observed.

All excavations and foundation subgrades should be observed by a representative of JG prior to fill or concrete placement, especially if questionable materials are exposed. Notice shall be provided at a minimum of 24 hours before the requested observation.

6.3 Excavation and Cut Slope Stability

OSHA regulations (29CFR1926) appear to classify the alluvial material at the site as Type C soil. For planning and design purposes, simple cut slopes should be no steeper than 1.5H:1V. The contractor shall be responsible for adherence to OSHA and other safety regulations by observing soil and groundwater conditions at the time of construction.

6.4 Final Backfilling and Grading

Properly compacted backfill and site drainage are important. Table 6-1 provides a method specification for compaction of stony material. If structural fill is used to achieve final grades, the fill may consist of select granular site material or imported pit run fill placed in horizontal lifts no greater than 12 inches loose thickness, as indicated by Table 6-1. Larger cobbles (> 4" diameter) should not be used as structural backfill, except as specified in Table 6-1.

Stony fill will compact into a dense, strong, well-drained structural fill, and tight moisture control is usually not required. Table 6-1 presents a *minimum* number of passes for each

compactor type. The actual number of passes should be determined by observing compaction after each pass to determine if the surface is non-yielding. If the fill surface appears to be yielding, the number of passes should be increased until a non-yielding condition is observed. Once the final number of passes is determined, the method may be continued for the rest of the project as long as fill properties, groundwater levels, and subgrade soil conditions remain the same. It is important to establish a method specification as early in the construction as possible and apply it consistently for the entirety of the building pad construction. Jorgensen is available to observe lift thickness, number of passes, and equipment used to verify a non-yielding state is achieved.

Table 6-1: Compaction Parameters for Stony Fill

Compactor Type	Lift Thickness	Maximum Particle Size	Minimum Number of Passes
5-ton vibratory	12 inches	9-inch*	3
1.5-ton vibratory	9 inches	6-inch	5
Hand-held	4 inches	4-inch	5

* Occasional clasts to 12-inch are permitted, if encountered, but should not be nested.

Exterior backfills should be placed as early as possible. However, do not over-compact exterior backfills against “green” foundation walls.

Utility trenches should also be backfilled in lifts and lightly compacted. The stony soils will require a vibrating smooth-drum roller or vibratory plate (i.e., hoe-pack or “jumping jack”) for compaction.

6.5 Interior Slabs-on-Grade

Interior slabs should be at least 4 inches thick, and any slabs bearing vehicles should be at least 6 inches thick, or as approved by a Structural Engineer. Minor floor cracking of slab-on-grade construction is difficult, if not impossible, to prevent. Such cracking is normal and should be expected to occur with time. Buildings are almost never free of cracks, and cracking is caused by many factors other than soil movement, such as concrete shrinkage or curling, or daily and seasonal variability in temperature and humidity.

An impermeable layer (usually plastic) is suggested beneath interior slabs, underlain by 4 inches of clean drain gravel that will act as a capillary break to reduce dampness. Three articles from the American Concrete Institute (ACI) that discuss these options are listed in the References (Holland and Walker, 1998; Suprenant and Malisch, 1998 & 1999). We are able to offer additional guidance if requested.

Two options are available to reduce the tendency for the concrete to crack or curl as it dries:

1. A blotter layer may be placed under the slab. In the past, loose sand has been used for this purpose, but is no longer recommended. A cover of 4 inches of trimmable,

compactible, granular material may be placed over the impermeable layer to receive the concrete slab. This material usually consists of “crusher run material”, which varies in size from about 1.5-inch down to rock dust. Alternatively, 3 inches of compacted, fine-graded material such as crusher fines or manufactured sand may be used.

2. The blotter layer may be eliminated if the concrete is reinforced properly. The referenced article entitled “Controlling Curling and Cracking in Floors to Receive Coverings” provides a discussion of proper floor slab reinforcement. If the contractor needs additional guidance on reinforcement, a Structural Engineer should provide it.

6.6 Exterior Slabs-on-Grade

Exterior slabs such as driveways, patios, and sidewalks can move in response to changes in temperature, soil moisture, or subgrade freezing. Any fine-grained topsoil is potentially compressible and susceptible to frost heave. Any exterior flat work placed on these soils may perform poorly. Performance of exterior slabs at this site may be improved by compacting the surface of the native stony alluvium and seating the slab on at least 6 inches of road mix gravel (e.g., WYDOT Grading H).

Exterior slabs should be at least 4 inches thick, 6 inches if supporting vehicles, or as approved by the Structural Engineer. Exterior slabs should not be tied to foundation walls. Any movement of exterior slabs may be transmitted to the foundation walls, resulting in damage. Posts for patios or other exterior columns should not bear on exterior slabs. If the slabs settle or rise, the movement can be transmitted to the post, resulting in damage to the structure. Expansion joints are recommended in all concrete flatwork.

6.7 Crawlspaces, Ventilation, and Radon

Evaluation of radon was beyond the scope of work; local codes should be followed and specialty contractors employed, if necessary. The building contractor is ultimately responsible for following local building codes. Crawlspaces ventilation to reduce moisture and potential accumulation of radon gas is required by code. Placing a Class 1 vapor retarder in the crawlspace may reduce ventilation opening area requirements. Care should be taken while installing such a vapor retarder to avoid water overtopping and thus compromising the system. A capillary break layer (see Section 6.5) may be necessary to accommodate a radon vent pipe.

6.8 Reinforcing, Utilities Testing, and Concrete Considerations

Footings, slabs, and foundation walls should be reinforced to resist differential movement. Consultation with a Structural Engineer to specify adequate reinforcement is suggested. Water and sewer lines should be pressure tested before backfilling. Exterior concrete should contain 5% to 7% entrained air.

6.9 Observation during Construction

A representative of JG should observe construction of any foundation or drainage elements recommended in this report. Site grading, leak-proof testing, and soil compaction shall be

observed by a representative Jorgensen. Recommendations in this report are contingent upon our involvement. If any unexpected soils or conditions are revealed during construction, this office should be notified immediately to survey the conditions and make necessary modifications.

7.0 LIMITATIONS

This report has been prepared based on a limited amount of data. Actual site conditions may vary. The report is for single use and under no circumstances are the figures and text to be used separately. These services have been performed in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty is made or implied.

8.0 REFERENCES

American Concrete Institute, 1997, Guide for Concrete Floor and Slab Construction: ACI 302.1R-96.

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APPENDIX A

Test Pit Logs



Jorgensen Geotechnical
 Jackson, WY 83002
 Telephone: 307-733-5150
 Fax: 307-733-5187

TEST HOLE LOG

PAGE 1 OF 1

PROJECT NAME: CWC - Veronica Lane							DATE: 11/6/2017						
PROJECT LOCATION: Jackson, Wyoming							HOLE NO.: JG-1/MW-1						
TEST HOLE LOCATION: See site map													
ELEVATION G.S. (ft.):			TOTAL DEPTH (ft.): 7			GROUNDWATER LEVEL (ft.): 6.5			MEASURED FROM: Ground surface				
DRILL TYPE: JD 310SJ			HAMMER:			DRILL CO: Fish Creek Excavation			DRILLER: Bill		LOGGED BY: lj		
DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION COMMENTS:	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
1								0.0-2.2ft Sandy SILT: Moist, dark brown, soft to medium stiff, massive, roots down to 2-ft [TOPSOIL]					
2								2.2-4.0ft Sandy GRAVEL/COBBLE: Slightly moist to moist, tan and light grey with rusty blotches, medium dense, stratified, 70-75% subangular to subrounded gravel/cobble up to 15-in diameter, clayey silty sand matrix, some scattered pieces of trash within upper 4-ft [ALLUVIUM/FILL]					
3								4.0-7.0ft Sandy GRAVEL/COBBLE: Slightly moist to wet, tan and light grey with rusty blotches, medium dense, stratified, 70-75% subangular to subrounded gravel/cobble up to 15-in diameter, clayey silty sand matrix [ALLUVIUM]					
4								Notes: Groundwater encountered at 6.5-ft. Pitwalls caving at 7-ft. Stopped at request. 4-in perforated standpipe installed to 7.0-ft. Stick up of 3.0-ft. Backfilled with spoils.					
5													
6													
7													
8													
9													
10													

TEST HOLE LOG JORGENSEN GEO CWC VERONICA LANE TP LOGS.GPJ JORGENSEN GEO 08-2015 GDT 11/20/17



Jorgensen Geotechnical
Jackson, WY 83002
Telephone: 307-733-5150
Fax: 307-733-5187

TEST HOLE LOG

PAGE 1 OF 1

PROJECT NAME: CWC - Veronica Lane								DATE: 11/6/2017					
PROJECT LOCATION: Jackson, Wyoming								HOLE NO.: JG-2/MW-2					
TEST HOLE LOCATION: See site map													
ELEVATION G.S. (ft.):				TOTAL DEPTH (ft.): 10		GROUNDWATER LEVEL (ft.): 8		MEASURED FROM: Ground surface					
DRILL TYPE: JD 310SJ			HAMMER:			DRILL CO: Fish Creek Excavation		DRILLER: Bill		LOGGED BY: lj			
DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION COMMENTS:	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
1								0.0-1.9ft Sandy SILT: Moist, dark brown, soft to medium stiff, massive, roots down to 2-ft [TOPSOIL]					
2								1.9-10.0ft Sandy GRAVEL/COBBLE: Slightly moist to wet, tan and light grey with rusty blotches, dense, stratified, 70-75% subangular to subrounded gravel/cobble up to 15-in diameter, clayey silty sand matrix, rusty patches starting at 4-ft [ALLUVIUM]					
3								Notes: Groundwater encountered at 8.0-ft. Stopped at request. 4-in perforated standpipe installed to 10.0-ft. Stick up of 1.7-ft. Backfilled with spoils.					
4													
5													
6													
7													
8													
9													
10													

TEST HOLE LOG JORGENSEN GEO CWC VERONICA LANE TP LOGS.GPJ JORGENSEN GEO 08-2015 GDT 11/20/17

APPENDIX B

USGS Seismic Design Summary and Detailed Reports

USGS Design Maps Summary Report

User-Specified Input

Report Title CWC - Veronica Lane
Tue November 7, 2017 16:37:40 UTC

Building Code Reference Document ASCE 7-10 Standard
(which utilizes USGS hazard data available in 2008)

Site Coordinates 43.4709°N, 110.788°W

Site Soil Classification Site Class D – “Stiff Soil”

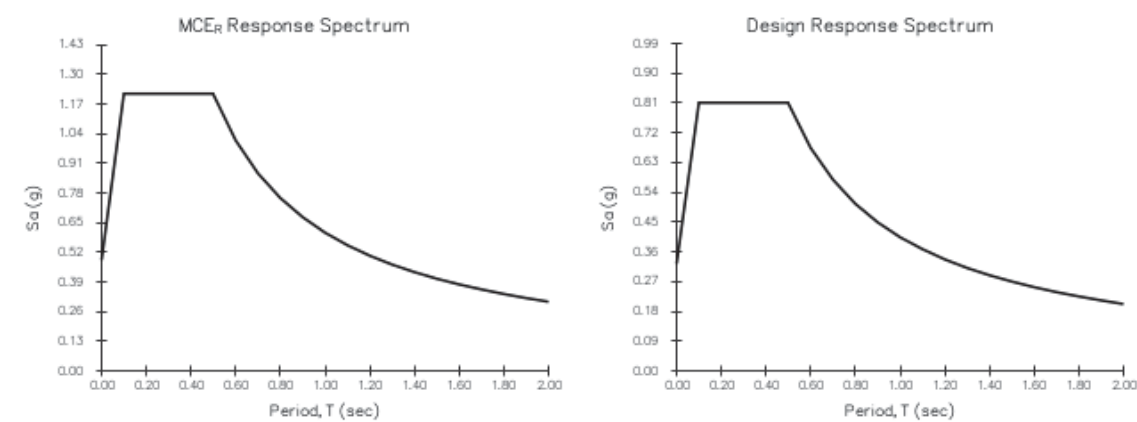
Risk Category I/II/III



USGS-Provided Output

$S_s = 1.185\text{ g}$	$S_{MS} = 1.216\text{ g}$	$S_{DS} = 0.811\text{ g}$
$S_1 = 0.362\text{ g}$	$S_{M1} = 0.606\text{ g}$	$S_{D1} = 0.404\text{ g}$

For information on how the S_s and S_1 values above have been calculated from probabilistic (risk-targeted) and deterministic ground motions in the direction of maximum horizontal response, please return to the application and select the “2009 NEHRP” building code reference document.



For PGA_M , T_L , C_{RS} , and C_{R1} values, please [view the detailed report](#).

Although this information is a product of the U.S. Geological Survey, we provide no warranty, expressed or implied, as to the accuracy of the data contained therein. This tool is not a substitute for technical subject-matter knowledge.

Section 11.4.1 — Mapped Acceleration Parameters

Note: Ground motion values provided below are for the direction of maximum horizontal spectral response acceleration. They have been converted from corresponding geometric mean ground motions computed by the USGS by applying factors of 1.1 (to obtain S_s) and 1.3 (to obtain S_1). Maps in the 2010 ASCE-7 Standard are provided for Site Class B. Adjustments for other Site Classes are made, as needed, in Section 11.4.3.

From [Figure 22-1](#) ^[1] $S_s = 1.185\text{ g}$

From [Figure 22-2](#) ^[2] $S_1 = 0.362\text{ g}$

Section 11.4.2 — Site Class

The authority having jurisdiction (not the USGS), site-specific geotechnical data, and/or the default has classified the site as Site Class D, based on the site soil properties in accordance with Chapter 20.

Table 20.3–1 Site Classification

Site Class	$\bar{v}_s$	$\bar{N}$ or $\bar{N}_{ch}$	$\bar{s}_u$
A. Hard Rock	>5,000 ft/s	N/A	N/A
B. Rock	2,500 to 5,000 ft/s	N/A	N/A
C. Very dense soil and soft rock	1,200 to 2,500 ft/s	>50	>2,000 psf
D. Stiff Soil	600 to 1,200 ft/s	15 to 50	1,000 to 2,000 psf
E. Soft clay soil	<600 ft/s	<15	<1,000 psf
Any profile with more than 10 ft of soil having the characteristics: • Plasticity index $PI > 20$, • Moisture content $w \geq 40\%$, and • Undrained shear strength $\bar{s}_u < 500\text{ psf}$			
F. Soils requiring site response analysis in accordance with Section 21.1	See Section 20.3.1		

For SI: 1ft/s = 0.3048 m/s 1lb/ft² = 0.0479 kN/m²

Section 11.4.3 — Site Coefficients and Risk-Targeted Maximum Considered Earthquake (MCE_R) Spectral Response Acceleration Parameters

Table 11.4-1: Site Coefficient F_a

Site Class	Mapped MCE_R Spectral Response Acceleration Parameter at Short Period				
	$S_s \leq 0.25$	$S_s = 0.50$	$S_s = 0.75$	$S_s = 1.00$	$S_s \geq 1.25$
A	0.8	0.8	0.8	0.8	0.8
B	1.0	1.0	1.0	1.0	1.0
C	1.2	1.2	1.1	1.0	1.0
D	1.6	1.4	1.2	1.1	1.0
E	2.5	1.7	1.2	0.9	0.9
F	See Section 11.4.7 of ASCE 7				

Note: Use straight-line interpolation for intermediate values of S_s

For Site Class = D and $S_s = 1.185$ g, $F_a = 1.026$

Table 11.4-2: Site Coefficient F_v

Site Class	Mapped MCE_R Spectral Response Acceleration Parameter at 1-s Period				
	$S_1 \leq 0.10$	$S_1 = 0.20$	$S_1 = 0.30$	$S_1 = 0.40$	$S_1 \geq 0.50$
A	0.8	0.8	0.8	0.8	0.8
B	1.0	1.0	1.0	1.0	1.0
C	1.7	1.6	1.5	1.4	1.3
D	2.4	2.0	1.8	1.6	1.5
E	3.5	3.2	2.8	2.4	2.4
F	See Section 11.4.7 of ASCE 7				

Note: Use straight-line interpolation for intermediate values of S_1

For Site Class = D and $S_1 = 0.362$ g, $F_v = 1.677$

Equation (11.4-1):

$$S_{MS} = F_a S_S = 1.026 \times 1.185 = 1.216 \text{ g}$$

Equation (11.4-2):

$$S_{M1} = F_v S_1 = 1.677 \times 0.362 = 0.606 \text{ g}$$

Section 11.4.4 — Design Spectral Acceleration Parameters

Equation (11.4-3):

$$S_{DS} = \frac{2}{3} S_{MS} = \frac{2}{3} \times 1.216 = 0.811 \text{ g}$$

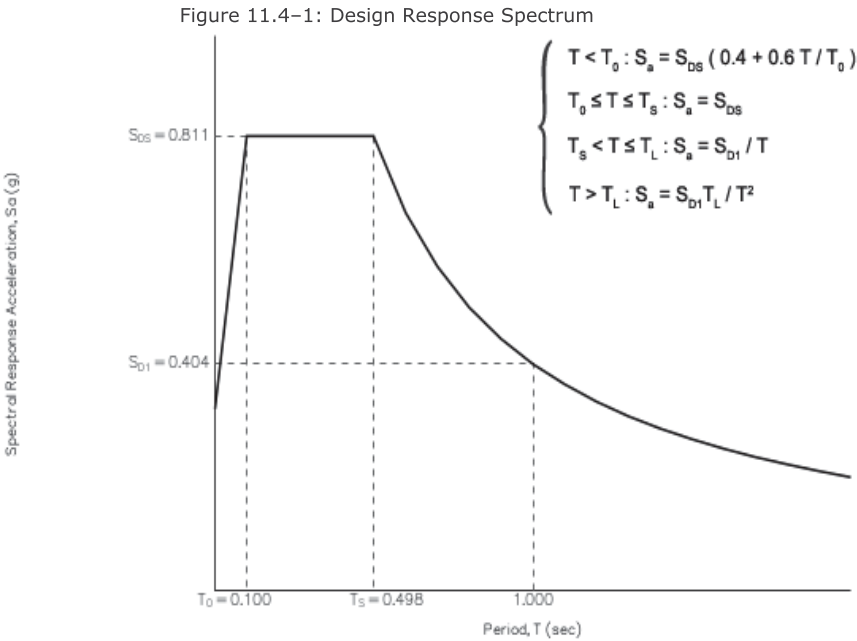
Equation (11.4-4):

$$S_{D1} = \frac{2}{3} S_{M1} = \frac{2}{3} \times 0.606 = 0.404 \text{ g}$$

Section 11.4.5 — Design Response Spectrum

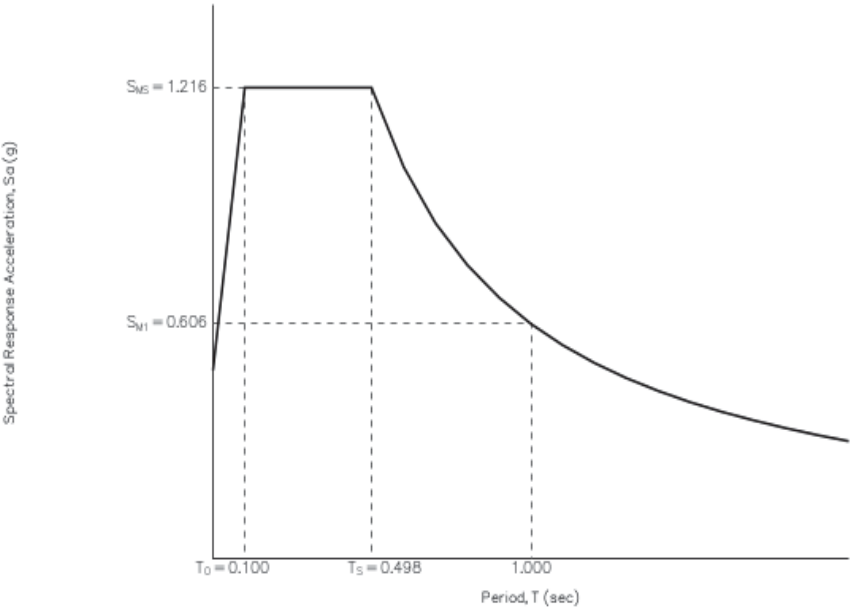
From [Figure 22-12](#) ^[3]

$$T_L = 8 \text{ seconds}$$



Section 11.4.6 — Risk-Targeted Maximum Considered Earthquake (MCE_R) Response Spectrum

The MCE_R Response Spectrum is determined by multiplying the design response spectrum above by 1.5.



Section 11.8.3 — Additional Geotechnical Investigation Report Requirements for Seismic Design Categories D through F

From [Figure 22-7](#) ^[4]

$$PGA = 0.455$$

Equation (11.8-1):

$$PGA_M = F_{PGA} PGA = 1.045 \times 0.455 = 0.475 \text{ g}$$

Table 11.8-1: Site Coefficient F_{PGA}

Site Class	Mapped MCE Geometric Mean Peak Ground Acceleration, PGA				
	PGA ≤ 0.10	PGA = 0.20	PGA = 0.30	PGA = 0.40	PGA ≥ 0.50
A	0.8	0.8	0.8	0.8	0.8
B	1.0	1.0	1.0	1.0	1.0
C	1.2	1.2	1.1	1.0	1.0
D	1.6	1.4	1.2	1.1	1.0
E	2.5	1.7	1.2	0.9	0.9
F	See Section 11.4.7 of ASCE 7				

Note: Use straight-line interpolation for intermediate values of PGA

For Site Class = D and PGA = 0.455 g, $F_{PGA} = 1.045$

Section 21.2.1.1 — Method 1 (from Chapter 21 – Site-Specific Ground Motion Procedures for Seismic Design)

From [Figure 22-17](#) ^[5]

$$C_{RS} = 0.885$$

From [Figure 22-18](#) ^[6]

$$C_{R1} = 0.877$$

Section 11.6 — Seismic Design Category

Table 11.6-1 Seismic Design Category Based on Short Period Response Acceleration Parameter

VALUE OF S_{DS}	RISK CATEGORY		
	I or II	III	IV
$S_{DS} < 0.167g$	A	A	A
$0.167g \leq S_{DS} < 0.33g$	B	B	C
$0.33g \leq S_{DS} < 0.50g$	C	C	D
$0.50g \leq S_{DS}$	D	D	D

For Risk Category = I and $S_{DS} = 0.811 g$, Seismic Design Category = D

Table 11.6-2 Seismic Design Category Based on 1-S Period Response Acceleration Parameter

VALUE OF S_{D1}	RISK CATEGORY		
	I or II	III	IV
$S_{D1} < 0.067g$	A	A	A
$0.067g \leq S_{D1} < 0.133g$	B	B	C
$0.133g \leq S_{D1} < 0.20g$	C	C	D
$0.20g \leq S_{D1}$	D	D	D

For Risk Category = I and $S_{D1} = 0.404 g$, Seismic Design Category = D

Note: When S_1 is greater than or equal to 0.75g, the Seismic Design Category is **E** for buildings in Risk Categories I, II, and III, and **F** for those in Risk Category IV, irrespective of the above.

Seismic Design Category $\equiv$ "the more severe design category in accordance with Table 11.6-1 or 11.6-2" = D

Note: See Section 11.6 for alternative approaches to calculating Seismic Design Category.

References

1. Figure 22-1: https://earthquake.usgs.gov/hazards/designmaps/downloads/pdfs/2010_ASCE-7_Figure_22-1.pdf
2. Figure 22-2: https://earthquake.usgs.gov/hazards/designmaps/downloads/pdfs/2010_ASCE-7_Figure_22-2.pdf
3. Figure 22-12: https://earthquake.usgs.gov/hazards/designmaps/downloads/pdfs/2010_ASCE-7_Figure_22-12.pdf
4. Figure 22-7: https://earthquake.usgs.gov/hazards/designmaps/downloads/pdfs/2010_ASCE-7_Figure_22-7.pdf
5. Figure 22-17: https://earthquake.usgs.gov/hazards/designmaps/downloads/pdfs/2010_ASCE-7_Figure_22-17.pdf
6. Figure 22-18: https://earthquake.usgs.gov/hazards/designmaps/downloads/pdfs/2010_ASCE-7_Figure_22-18.pdf



CENTRAL WYOMING COLLEGE JACKSON CENTER - TRAFFIC STATEMENT – 2/15/18

The Central Wyoming College – Jackson (CWC) facility is being developed on two adjacent platted lots within the Stockhouse-Patterson in Jackson, Wyoming. This traffic statement estimates the amount of traffic that will be generated by the CWC facility and identifies transportation demand strategies that may be undertaken by CWC to mitigate the volume of traffic generated.

CWC-Jackson currently operates out of the Center for the Arts. The Science, Nursing, and Culinary Arts programs have specialized lab and classroom space requirements that require partnerships with Jackson Hole High School, St. Johns Medical Center, and the Elks Club to provide auxiliary spaces and alleviates some of the classroom demands. The new CWC-Jackson will consolidate these programs within one approximately 18,000 square foot building.

CWC-Jackson has two types of semester patterns: one is a traditional schedule, the other is condensed. Traditional Schedule begins with the fall semester general begin on the last Monday of August, ending the 2nd week of December. Spring semester begins about the 2nd week of January and continues through the 1st or 2nd week of May. These semesters are 15 weeks long. The summer schedule begins the day after Memorial Day and generally lasts 10 weeks. Currently, CWC-Jackson does not offer in-person classes in the summer, but do anticipate offering in-person classes once they occupy the new building. The Condensed Schedule is currently only used by the Culinary and Hospitality Program. The majority of those in-person classes are offered for 9 weeks in the fall and in the spring (Oct 1 – Dec 1 and 3rd week of March – before Memorial Day). Those students are involved in work-study internships during the summer and winter seasons which are off campus.

Fall enrollment is estimated to be approximately 430 students and spring enrollment 260 students. This includes students that attend for only one month (for classes such as CNA) and weeks at a time (for noncredit). Class times occur between 8 a.m. and 9 p.m. throughout the week. CWC-Jackson maintains the ability to vary these times such that few courses are offered during peak hour commute times (7 to 9 a.m. and 4 to 6 p.m.).

The existing two lots of the proposed CWC are zoned AC and currently undeveloped. The Stockhouse-Patterson Addition includes five additional lots. All are developed with professional office buildings. The lots are served by Veronica Lane, a private subdivision road that accesses Maple Way, a Town of Jackson Street.

Maple Way has sidewalks on both sides of the street. The area is well served by START Bus with 3 dedicated stops within 2 blocks of the proposed CWC-Jackson location.



The existing traffic along Maple Way in the vicinity of Maple Way was 9,785 vehicles per day in 2014 and 9,598 vehicles per day in 2017. The volume was 9,937 vehicles per day in 2006. These counts indicate traffic volumes have been relatively stable along this corridor.

CWC-Jackson continues to develop their curriculum for this facility, and based upon information provided fall is the highest level of use with approximately 420 students attending. The facility will house 7 administrative staff, and approximately 14 adjunct professors will be teaching classes throughout the day when classes are occurring. The Institute of Transportation Engineer's (ITE) *Trip Generation, 7th Edition* includes Land Use 540 – Junior/Community College. The trip generation is identified based upon the number of students and estimated to be 1.23 trips per student. For the total population in the fall, this would be approximately 530 trips per day. Given these trips are distributed over a 14 hour period and include trips by students and staff attending shorter duration courses (i.e. CAN, non-credit, etc.), we do not anticipate this additional traffic being of issue to the adjacent transportation network. Identifying traffic demand mitigation (TDM) measures that may be implemented by CWC-Jackson to minimize the traffic that is generated by CWC will be developed. Mitigation measures that may be considered include parking limitations, quality access to bicycle and pedestrian facilities, bicycle racks, showers, access to START Bus (public transit), ride-share programs, and overall advertisement and promotion of the benefits of transit alternatives versus single occupant vehicular use. In addition, as most of our classes are scheduled to meet the needs of the students, CWC-Jackson has the flexibility to schedule most classes at times during the day that do not coincide with peak hour traffic volumes on the adjacent street network to reduce stress on parking and commuter traffic.

SECTION 6 – TITLE DOCUMENTS

- **6.1 - PLAT NO. 822 STOCKHOUSE-PATTERSON ADDITION TO THE TOWN OF JACKSON**
 - **6.2 – RESOLUTION 99-03: VERONICA LANE**
 - **6.3 - COVENANTS, CONDITIONS & RESTRICTIONS**

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RESOLUTION NO. 99-03

A RESOLUTION DESIGNATING VERONICA LANE AS A PRIVATE STREET WITHIN
THE TOWN OF JACKSON

WHEREAS, the Mayor and Town Council of the Town of Jackson recognize that confusion over the names of streets within the Town of Jackson can be injurious to the conduct of private commerce, can be detrimental to the provision of emergency services, and can be a source of frustration to tourists and residents alike;

WHEREAS, the Mayor and Town Council of the Town of Jackson believe that the way to avoid possible confusion over the names of streets within the Town of Jackson is to officially establish such names;

WHEREAS, on August 3, 1998, the Mayor and Town Council established the names of the public and private streets within the Town of Jackson by virtue of the adoption of Resolution 98-10; and

WHEREAS, Resolution 98-10 contained an error in that it did not designate Veronica Lane as a private street, but, instead, identified it as a public street;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council of the Town of Jackson, in regular session duly assembled, that Veronica Lane is a private street within the Town of Jackson; and

BE IT FURTHER RESOLVED that by adopting this resolution the Town Council respectfully requests the Teton County Clerk to mark the common private driveway, as identified on the final plat for the Stockhouse-Patterson Addition to the Town of Jackson (otherwise known as Plat No. 822, as recorded in the office of the Teton County Clerk), as being Veronica Lane (Private Street).

The undersigned duly qualified and acting Town Clerk of the Town of Jackson certifies that the foregoing is a true and correct copy of a Resolution adopted by the Town Council on the 19th day of January, 1999.

RELEASED	
INDEXED	
ASSEMBLED	
SCANNED	

TOWN OF JACKSON, WYOMING

BY: Don Clapham
Mayor



Michelle A. Weber
Town Clerk

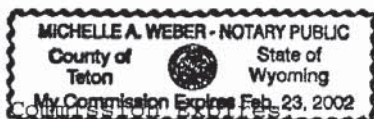
Grantor: TOWN OF JACKSON
Grantee: THE PUBLIC
Doc 8482374 bk 378 pg 258-258 Filed at 2:21 on 8/25/99
Sherry L Daigle, Teton County Clerk fees: 0.00
By WENDY R GRALUND Deputy

The foregoing instrument was acknowledged before me by

Roxanne D. Robinson

of the Town of Jackson this 20 day of January, 1999.

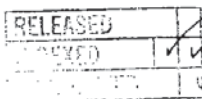
Witness my hand and official seal.



My

Michelle A. Weber
Notary Public

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE
STOCKHOUSE/PATTERSON ADDITION
IN
JACKSON HOLE, WYOMING



Grantor: STOCKHOUSE, JAMES ET AL
Grantee: THE PUBLIC
Doc 384140 bk 296 pg 0887-0899 Filed at 4:11 on 10/07/94
V Jolynn Coonce, Teton County Clerk fees: 30.00
By CLAIRE K ABRAMS Deputy

October 07, 1994

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**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
STOCKHOUSE/PATTERSON ADDITION**

October THIS DECLARATION is made effective as of the 7th day of ~~August~~, 1994, by the undersigned record owners, acting collectively as the Declarant.

RECITALS:

A. The Declarant is the owner of certain real property located in Teton County, Wyoming, which is generally described as the "Stockhouse/Patterson Addition" to the Town of Jackson, and is more particularly described in Exhibit A to this Declaration.

B. The Declarant is adopting these covenants, conditions and restrictions to protect the character and value of the Property for the benefit of all existing and future owners of the Property.

C. The Property is hereby made subject to the covenants and liens set forth in this Declaration, all of which shall be enforceable equitable servitudes and shall run with the land.

NOW, THEREFORE, the Declarant hereby declares that all of the Property shall be used and occupied subject to the provisions of this Declaration for the purpose of protecting the value and desirability of the Property, and which shall be construed as covenants of equitable servitude which shall run with the land and be binding on all parties having any right, title or interest in any part of the Property, and their heirs, successors and assigns.

ARTICLE I

RESTRICTIONS

Section 1. Town Requirements. Each Commercial Lot shall be utilized in a manner consistent with all applicable Town of Jackson ordinances, rules and regulations.

Section 2. Parking, Roadways and Storage. With respect to driveways and parking areas, the Association shall have full power and authority to enforce (a) the prohibition against the parking and storage of any motor homes, recreational vehicles, boats, bicycles, motorbikes, motorcycles, snowmobiles, trailers and other similar vehicles and equipment, (b) the prohibition against tenants, (c) the landscaping requirements of the Town, and (d) to regulate the use of roadways by imposing and enforcing speed limits and other restrictions, all with full power and authority to impose and enforce (by special assessments hereunder or otherwise) fines and other penalties for violations of such regulations. Snow storage may not unreasonably impede access, parking or visibility.

Section 3. Certain Additional Restrictions. The following additional restrictions are applicable to Commercial Lots. Each reference to "Owners" includes their tenants and invitees.

a. **Keeping Outside Areas Clean and Sightly.** The Owners shall not store anything outside on the Property except in a

facility specifically designated or approved by the Association for their storage. All Owners shall keep their Lots in a reasonably clean and sightly condition, except for reasonable activities permitted by the Association during the construction of an improvement. Any tires, lawnmowers, garden equipment and other similar items should be appropriately screened from the public view when not in use. Refuse, garbage and trash shall be kept at all times in covered containers, and such covered containers shall be screened from view other than at specified regular time periods for garbage pick-up.

b. No Fireworks. The discharge of firearms, firecrackers or fireworks is forbidden.

c. Signs. Without prior written consent of the Association, which consent will not be unreasonably withheld, Owners shall not permit any sign of any kind to be displayed to the public view from their Commercial Lot.

d. Limitations on Certain Activities. Owners shall not permit any obnoxious or offensive activity or nuisance to be carried on in or around their Commercial Lot. No light shall be emitted or reflected from any Lot which is unreasonably bright or causes unreasonable glare for any adjacent Owner. No unreasonably loud or annoying noises, or noxious or offensive odors, shall be emitted from any Commercial Lot.

e. Architectural Control. No building, fence, wall, driveway, excavation or improvement of any kind shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the exterior materials shall have been submitted to and approved in writing by the Association, for approval as to harmony of external design in relationship to the quality and appearance of the Property. The Association shall review all plans and specifications for substantial compliance to the design criteria, to-wit:

1. Architecture.

- Theme. The general architectural theme shall be contemporary western as characterized by numerous structures in Jackson and Teton County.
- Materials. All exterior materials shall be of stone and natural wood. Processed wood products, such as T-111, are not acceptable as primary siding materials.
- Windows. The generous use of windows is encouraged. Wood casements and frames are preferable. Metal window frames must be painted or anodized in non-reflective, warm earth tones.
- Roofs. Pitched roofs are encouraged. Materials may be shakes or architectural grade asphalt shingles or equivalent. Standing seam metal roofs are permitted, provided they are finished in non-reflective, warm earth tones. Flat roofs are permitted, provided parapet walls meet the criteria as set forth herein.

- Elements. Architectural elements should be selected to reinforce the general theme and to present a structure of modest scale. Porches (including wrap-around porches), decks, and balconies are encouraged. Dormers and bay windows are encouraged to add variety and to mitigate structural mass. Large expanses of blank walls are unacceptable.

2. Site Design.

- Standards. Floor area ratios (FAR), lot coverage, landscape ratios (LSR), parking ratios, and setbacks should approximate those indicated on the approved Concept Development Plan, dated May 25, 1994, a photo copy of which is attached hereto as Exhibit "B".
- Parking and Access. The development concept of the Stockhouse/Patterson Addition is based upon shared parking and access among lots. Shared driveways from Veronica Lane are encouraged. No parking shall be served directly from Veronica Lane.
- Drainage and Snow Storage. On-site drainage must conform to the approved master drainage plan for the Stockhouse/Patterson Addition. Any on-site retention areas and other landscaped areas are encouraged to be used for snow storage.

3. Landscaping.

- Theme. Landscaping shall be generally informal in order to complement the architectural theme. Formal arrangements of plant materials in rows and patterns with uniform spacing is discouraged.
- Materials. Native plant materials and other materials suitable for Zones 2 and 3 are preferred. Spruce, lodge pole, cottonwood, aspen, and willows are preferred to slower growing hardwoods. Shrubs should be hardy species such as potentilla and arctic willow.
- Placement. Specimen trees should be located to complement buildings by softening structural mass. Filtered views of buildings and grounds are desirable. Total screening is not an objective of landscaping in the Stockhouse/Patterson Addition. Shrubs for car-height screening should be placed around parking areas. Parking lots should be kept relatively small such that landscape islands are unnecessary.

While it is understood that each and every individual criterium set forth above is not mandatory, failure to comply generally with these criteria may be grounds for denial of plans and specifications by the Association.

f. Compliance with Rules and Regulations. Owners shall not violate any rules and regulations adopted by the Association and furnished in writing to the Owners. Fines and other

penalties for violations thereof may be imposed and enforced (by special assessment or otherwise) by the Association for violations of such rules and regulations, and it is expressly understood that Owners may be held responsible for acts of their tenants and invitees.

g. Provisions in Addition to Town Land Use Regulations. Conformity with any and all applicable land use regulations of the Town of Jackson shall be required, in addition to the requirements of these covenants. In cases of any conflict, the more stringent requirements shall govern.

h. Construction. All construction shall be completed within one year from the commencement date of construction, unless the Association in its discretion approves an extension for good cause, not to exceed ten months in length. All construction work shall be subject to full regulation at all times by the Association, as to access to the site, site and work conditions (including temporary structures, hours of operations, cleanliness and other matters), and scheduling of construction work.

i. Easements. The Owners hereby grant to one another the driveway, parking and access easements shown on the Neighborhood Master Plan for the Property approved by the Town of Jackson, as amended from time to time in the future. All of the parking areas shown on said Plan may be utilized by the Owners and their guests and business invitees -- the parking spaces are available on a "fungible" basis.

j. Utilities. Connections from Lots to the underground utility lines shall be completed at the applicable Lot Owners' expense, and shall be underground. Water and sewer will be furnished by the Town of Jackson, and the applicable owner will be required to pay hook-up fees to the Town. The maintenance of the common private water and sanitary sewer infrastructure, including but not limited to private mains and the on-site sanitary sewer lift station, shall be the responsibility of the Association as a whole.

k. Temporary Structures Prohibited. No temporary structures, such as trailers, tents, shacks or other similar buildings, shall be permitted on any Commercial Lot, except during construction as authorized by the Association.

l. Maintenance Fund; Parking. In order to provide a permanent fund to maintain and repair the private common driveway (Veronica Lane) shown on the said Neighborhood Master Plan and the water and sewer systems as shown on the recorded Plat, each Owner shall pay annually to the Association a pro rata share (one share per Lot) of such expenses, said sum to be placed in an account and to be used exclusively for such purposes. The maintenance fund assessment, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each Owner will be responsible for the construction and upkeep of the parking facilities on their own Lots and their own access driveways off Veronica Lane, and to provide sufficient parking on their own Lots required for the construction of improvements thereon.

Section 4. Definitions.

"Association" shall mean STOCKHOUSE/PATTERSON ADDITION OWNERS ASSOCIATION, a Wyoming non-profit association, and its successors and assigns. The Association may be incorporated in the future at the option of the Declarant.

"Property" shall mean the real property located in Teton County, Wyoming which is described in Exhibit A to this Declaration, together with improvements thereon. The Property has been subdivided into eight (8) separate Commercial Lots.

"Owner" or "Ownership" shall mean the record owner, whether one or more persons and/or entities, of a fee simple title to each Commercial Lot, including contract buyers of record but excluding mortgagees, contract sellers or others having such interest merely as security for the performance of an obligation unless and until said mortgagee or other holder of a security interest has acquired title to a Lot which is a part of the Property pursuant to forfeiture, foreclosure or a proceeding in lieu thereof. An "Owner" shall mean all of the owners of a particular Lot collectively and shall be jointly regarded as a single owner for purposes of this Declaration. Any owner of an equity interest of record in a Lot, and any partner, officer or shareholder of an entity which is an Owner of record, may be treated by the Association as the representative of all the ownership of such Lot for purposes of giving notices, voting and other matters.

ARTICLE II

THE ASSOCIATION

Section 1. Membership. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Commercial Lot, and Ownership of a Commercial Lot shall be the sole qualification for membership. Each Ownership shall constitute one Member.

Section 2. Voting. Voting by Members of the Association upon any matter allowing or requiring a vote of Members shall be as follows: there shall be one (1) vote allowed for each Commercial Lot. If an Owner includes more than one person and/or entity, the vote for said Member shall be cast in such manner as the persons and/or entities constituting the same shall determine, but the decision of the Association as to the authority conferred upon one or more Owners or other representatives shall be conclusive and binding.

Section 3. Association. (a) The administration of the Property on behalf of the Association shall be conducted by a board of directors, which is referred to herein as the Board, consisting of up to three (3) natural persons who are not required to be Owners and shall not be required to be residents of the State of Wyoming. The initial Board shall consist of James Stockhouse and Ernie Patterson.

(b) At each annual meeting of the Association, the Association shall elect members to fill any vacancies on the Association.

(c) Each Member of the Board shall serve for a term of two (2) years. The members of the Board shall serve until their respective successors are elected, or until their earlier death, resignation, or removal. Any member of the Board may resign at any time by giving written notice to the Association. Any member of the Board may be removed from membership on the Board by a two-thirds majority vote of a quorum of the Association. Whenever there shall occur a vacancy on the Board due to death, resignation, removal or any other cause, the remaining members of the Board

shall appoint a successor member to serve until the next annual meeting of the Association, at which time said vacancy shall be filled by the Association for the unexpired term, if any.

(d) The members of the Board shall receive no compensation for their services, other than reimbursement of expenses, unless expressly approved by a majority of a quorum of the Association; provided, however, that any member of the Board may be employed by the Association in another capacity and receive compensation for such employment.

(e) The Board, for the benefit of the Property and the Association, shall manage the business, property and affairs of the Association and shall be entitled to enforce the provisions of the Declaration, and may adopt rules and regulations (including without limitation schedules of fines for violations) governing the Property. The Association shall have the powers, duties, and responsibilities with respect to the Property as contained in the other provisions of this Declaration.

(f) Regular annual or special meetings of the Association shall be held as all members of the Board shall determine. A simple majority of the members of the Association shall constitute a quorum, and if a quorum is present, the decision of a majority of the entire Association shall be binding. The Board shall appoint any officers of the Association.

(g) Regular meetings of the Board may be held without call or notice. For a special meeting, at least 10 days prior notice shall be given to all Board members.

(h) Any member of the Board may, at any time, waive notice of any meeting in writing, and such waiver shall be deemed equivalent to the giving of notice to the member. Attendance by a member of the Board at a meeting shall constitute a waiver of notice of such meeting except when a Board member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the members of the Board attend a meeting, no notice shall be required and any business may be transacted at such meeting. Any meeting of the Board may be conducted by conference telephone call or other similar means.

(i) The fiscal year of the Association shall end on December 31 of each year, or as otherwise determined by the Association.

Section 4. Officers. The officers of the Association may consist of a president, a secretary and a treasurer. No officer shall receive compensation for serving as such unless a majority in interest of a quorum of the Owners vote otherwise.

Any officer shall be subject to removal, with or without cause, at any time by the affirmative vote of a majority of the members of the Association then serving.

Section 5. Other Matters. The Association may adopt by-laws containing more detailed provisions governing its internal affairs.

Section 6. Legal Status. The sole legal entity created hereunder is the Association.

Section 7. Management. The management and maintenance of the property and the business, property and affairs of the Association shall be managed by the Association as provided in this Declaration.

Section 8. Limited Liability. Members of the Association and their officers: (1) shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; (2) shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (3) shall have no personal liability in tort to any Owner or any person or entity, except for their own willful misconduct or bad faith; and (4) shall have no personal liability arising out of the use, misuse or condition of the Property which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

ARTICLE III

ENFORCEMENT

Each Owner shall strictly comply with the provisions of the Declaration, and the rules and regulations issued by the Association. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, or any other remedy allowed by the Act, other statutes or common law, maintainable by the Association or by an aggrieved Owner. Any violation of the provisions of the Declaration is declared to be and shall constitute a nuisance and may be abated by the Association or any aggrieved Owner. Such remedy shall be deemed cumulative and not exclusive of others. The Association and any aggrieved Owner shall be entitled to payment of all reasonable attorneys fees incurred by the Association or such Owner in enforcing this Declaration, payable by the Owner in violation of this Declaration. The board is entitled to file a lien against an individual Lot for non-payment of fees and charges hereunder. Liability for payment of assessments shall be joint and several against any and all persons and/or entities holding or claiming any ownership interest in the applicable Lot. The failure of the Association or an Owner to insist, in one or more instances, upon the strict performance of any of the terms of this Declaration, shall not be construed as a waiver or a relinquishment.

ARTICLE IV

AMENDMENTS

The provisions of this Declaration may be amended by the written consent of those holding at least two-thirds (2/3) of the votes of the Lot Owners. Any amendment so authorized shall be accomplished by recordation of an instrument executed by the Board. In such instrument the Board shall certify that the vote required hereby for amendment has been duly obtained.

ARTICLE V

GENERAL PROVISIONS

Section 1. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

Section 2. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Wyoming.

ARTICLE VI

EFFECTIVE DATE

This Declaration shall take effect when recorded with the Clerk of Teton County, Wyoming.

IN WITNESS WHEREOF, the undersigned record owners acting as the Declarant have duly executed and delivered this instrument. The undersigned spouses of Declarants hereby join in the execution and delivery of this instrument for purposes of waiving and releasing any rights to the Property for purposes of the homestead exemption laws of the State of Wyoming.

Declarants:

James Stockhouse
James Stockhouse

Ernie Patterson
Ernie Patterson

Spouses:

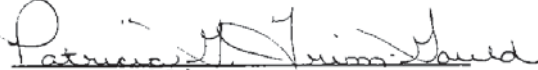
Nancy Stockhouse
Nancy Stockhouse

Ruth Patterson
Ruth Patterson

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing Declaration was acknowledged before me by
James Stockhouse and Nancy Stockhouse this 30 day of
September, 1994.

WITNESS my hand and official seal.


Notary Public

(seal)
My commission expires:



STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing Declaration was acknowledged before me by
Ernie Patterson and Ruth Patterson this 30 day of
September, 1994.

WITNESS my hand and official seal.

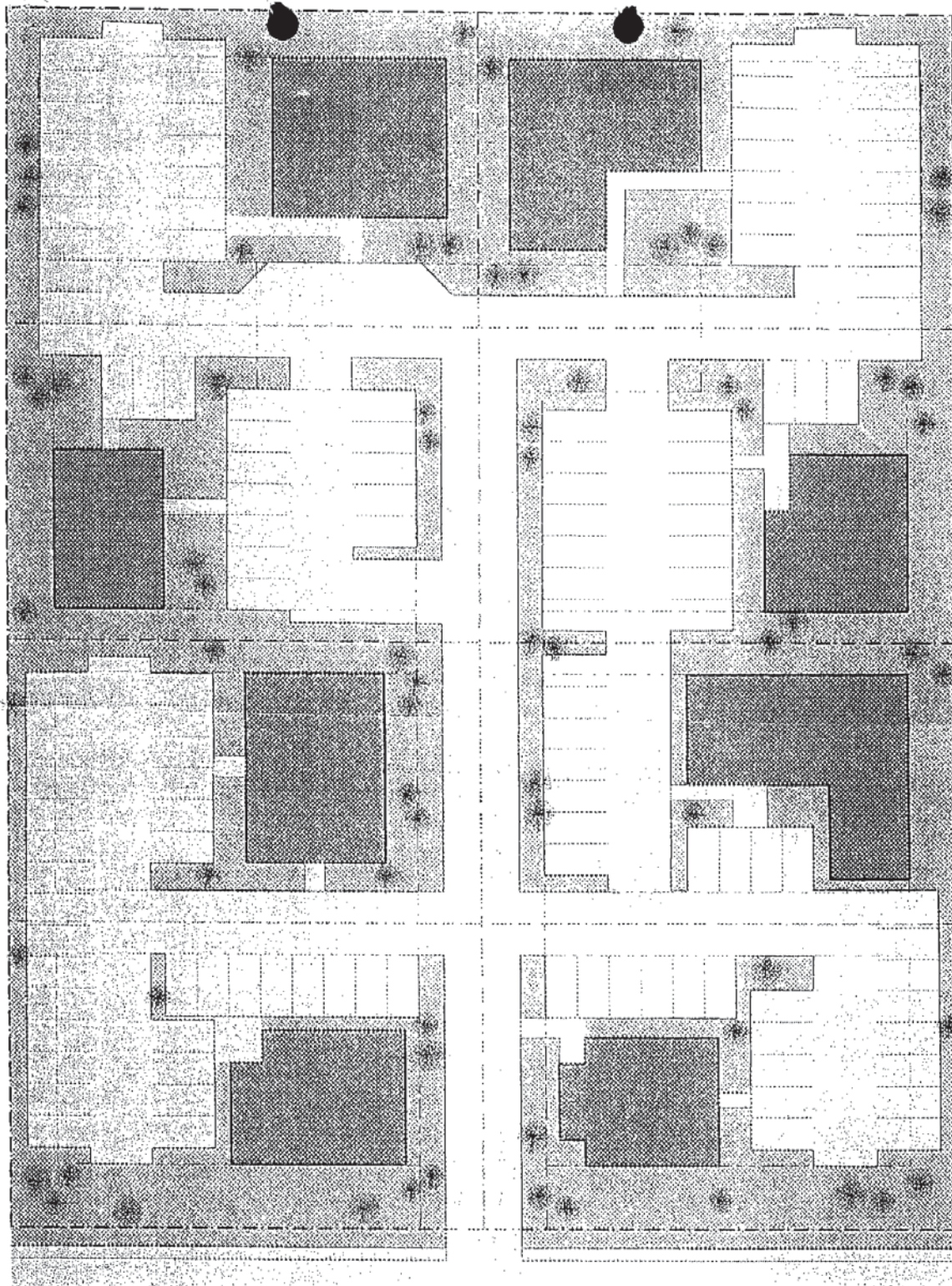

My commission expires:


Notary Public

Oct. 17, 1995

EXHIBIT A
TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
STOCKHOUSE/PATTERSON ADDITION

Stockhouse/Patterson Addition to the Town of
Jackson, Wyoming, according to Plat No. 8-22
recorded with the Clerk of Teton County,
Wyoming.



MAPLE WAY



EXHIBIT B

CONCEPT DEVELOPMENT PLAN PROPOSED SUBDIVISION - LOTS 2 & 3 SIMON ADDITION

T-440
BRUCE HAWTRIL ARCHITECT
25 MAY 1994

THIS PLAN IS INTENDED TO SHOW THE RANGE OF OPTIONS FOR EACH LOT. GENERAL ASSUMPTIONS WERE MADE FOR EACH LOT, THESE ASSUMPTIONS PRODUCE THE FOLLOWING RANGES:

BUILDING FOOTPRINTS RANGE FROM 1,870 TO 3,200 SQ. FT.
BUILDINGS ARE BOTH ONE AND TWO STORY.
GROSS BUILDING SIZES RANGE FROM 1,870 TO 4,420 SQ. FT.
F.A.R. RANGE FROM 13 TO 31
L.S.R. RANGE FROM 28 TO 36
PARKING SPACES RANGE FROM 12 TO 18

SECTION 7 – APPLICATION MATERIALS

- **7.1 - SKETCH PLAN, CONDITIONAL USE PERMIT, AND ZONING MAP AMENDMENT APPLICATION**
- **7.2 - PREAPPLICATION CONFERENCE CHECKLIST**
- **7.3 - DEEDS & LETTER OF AUTHORIZATION**

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PLANNING PERMIT APPLICATION
Planning & Building Department
Planning Division

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

For Office Use Only

Fees Paid _____
Check # _____ Credit Card _____ Cash _____
Application #s _____

PROJECT.

Name/Description: Central Wyoming College
Physical Address: 235 & 255 Veronica Lane
Lot, Subdivision: LOT 3 & 6, STOCKHOUSE-PATTERSON ADDITION PIDN: 22-41-32-4-29-003 & 22-42-16-32-4-29-006

OWNER.

Name: Central Wyoming College Phone: _____
Mailing Address: 2660 Peck Ave, Riverton, WY ZIP: 82501
E-mail: _____

APPLICANT/AGENT.

Name: Jorgensen Associates, P.C. Phone: 307-733-5150
Mailing Address: P.O. Box 9550 ZIP: 83002
E-mail: bschulte@jorgensenassociates.com

DESIGNATED PRIMARY CONTACT.

____ Owner ☒ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; see Fee Schedule for applicable fees.

Use Permit	Physical Development	Interpretations
____ Basic Use	☒ Sketch Plan	____ Formal Interpretation
☒ Conditional Use	____ Development Plan	____ Zoning Compliance Verification
____ Special Use		
Relief from the LDRs	Development Option/Subdivision	Amendments to the LDRs
____ Administrative Adjustment	____ Development Option Plan	____ LDR Text Amendment
____ Variance	____ Subdivision Plat	☒ Zoning Map Amendment
____ Beneficial Use Determination	____ Boundary Adjustment (replat)	____ Planned Unit Development
____ Appeal of an Admin. Decision	____ Boundary Adjustment (no plat)	

PRE-SUBMITTAL STEPS. *Pre-submittal steps, such as a pre-application conference, environmental analysis, or neighborhood meeting, are required before application submittal for some application types. See Section 8.1.5, Summary of Procedures, for requirements applicable to your application package. If a pre-submittal step is required, please provide the information below. If you need assistance locating the project number or other information related to a pre-submittal step, contact the Planning Department. If this application is amending a previous approval, indicate the original permit number.*

Pre-application Conference #: P17-134

Environmental Analysis #: _____

Original Permit #: _____

Date of Neighborhood Meeting: _____

February 15, 2018

SUBMITTAL REQUIREMENTS. *Twelve (12) hard copies and one (1) digital copy of the application package (this form, plus all applicable attachments) should be submitted to the Planning Department.. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant.*

Have you attached the following?

- ☒ **Application Fee.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.
- ☒ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.
- ☒ **Response to Submittal Checklist.** All applications require response to applicable review standards. These standards are outlined on the Submittal Checklists for each application type. If a pre-application conference is held, the Submittal Checklists will be provided at the conference. If no pre-application conference is required, please see the Administrative Manual for the applicable Checklists. The checklist is intended as a reference to assist you in submitting a sufficient application; submitting a copy of the checklist itself is not required.

FORMAT.

The main component of any application is demonstration of compliance with all applicable Land Development Regulations (LDRs) and Resolutions. The submittal checklists are intended to identify applicable LDR standards and to outline the information that must be submitted to sufficiently address compliance with those standards.

For some submittal components, minimum standards and formatting requirements have been established. Those are referenced on the checklists where applicable. For all other submittal components, the applicant may choose to make use of narrative statements, maps, drawings, plans and specifications, tables and/or calculations to best demonstrate compliance with a particular standard.

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

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

Signature of Owner or Authorized Applicant/Agent

Brendan Schulte

Name Printed

February 16, 2018

Date

Senior Planner

Title



PRE-APPLICATION CONFERENCE SUMMARY
Planning & Development Department
Planning Division

150 E Pearl Ave. | ph: (307) 733-0440
P.O. Box 687 | fax: (307) 734-3563
Jackson, WY 83001 | www.townofjackson.com

This Summary will be prepared by Planning Staff. The applicant, or the applicant's agent, shall receive a copy of this summary for their reference in submitting a sufficient application.

Staff may request additional materials during review as needed to determine compliance with the LDRs.

PRE-APPLICATION MEETING GENERAL INFORMATION.

PAP#: P17-134
Date of Conference: 9/19/17
Planning Staff: Paul Anthony

PROJECT.

Name/Description: Central Wyoming College new campus
Physical Address: 235/255 Veronica Lane
Lot, Subdivision Stockhouse-Patterson PIDN: _____
Zoning District(s): AC
Overlay(s): None

STAKEHOLDERS.

Applicant: Jorgensen Assocaites, P.C.
Owner: Central Wyoming College
Agent: Brendan Schulte

REQUIRED APPLICATIONS. *This project will require the following applications:*

Application	Reason	Fee
Rezone from AC to P/SP	To allow desired use and flexible dimensional standards	\$1,500
Conditional Use Permit (CUP)	All uses in P/SP require CUP (assuming rezone to P/SP)	\$500
Sketch Plan	If development is greater than 15,000 sf	\$2,500
Development Plan	Required with or without Sketch Plan approval	\$2,500

MEETING ATTENDEES:

Name	Company	Phone/Email
Brendan Schulte/Ron levy	Jorgensen Assocaites, P.C.	307-733-5150

Paul Anthony	Town of Jackson	307-733-0440

TIMELINES. This table is intended to provide general information regarding the review process and timing of decisions. See Article 8 for a complete explanation of the review process.

The following timelines are generally applicable:

Application Types:	Sufficiency	Decision-Maker	Timeline
Rezone from AC to P/SP	Within 14 days	Town Council	PC hearing within 90 days of sufficiency TC hearing within 60 days of PC recommendation
Conditional Use Permit (CUP)	Within 14 days	Town Council	PC hearing within 90 days of sufficiency TC hearing within 60 days of PC recommendation
Sketch Plan	Within 14 days	Town Council	PC hearing within 90 days of sufficiency TC hearing within 60 days of PC recommendation
Development Plan	Within 14 days	Town Council	PC hearing within 90 days of sufficiency TC hearing within 60 days of PC recommendation

Submittal Checklist Key

✓ **Required.** Applicant must demonstrate compliance with this requirement.

N/A **Not Applicable.** Review requirement is not applicable to this project.

General Information

Requirement	Notes
<u>✓</u> Planning Permit Application. The application should list all pertinent permits (use, physical development, interpretation, relief from the LDRs, Development Option/Subdivisions, Amendments to the LDRs) for which you are applying.	
<u>✓</u> Notarized Letter of Authorization. See "Permit and Applications" section on Planning Department website for copy of form.	
<u>✓</u> Application Fees. Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.	<i>Applicant may want to apply to Council for a fee waiver for all development application fees</i>
<u>✓</u> Review fees. The applicant is responsible for paying any review fees and expenses from consulting services necessitated by the review of the application by the County Surveyor, Town Engineer, Title Company and any other required consultant. Such fees shall be paid prior to approval of the permit.	
<u>✓</u> Mailed Notice fee. See Section 8.2.14.C.2 for notice requirements. If mailed notices are required, the applicant is responsible for paying for any mailing in excess of 25 notices.	
<u>✓</u> Digital Format. All applications submitted to the Town of Jackson Planning Department must be submitted in digital format.	

<u>✓</u>	Response to Submittal Checklist. All applications require response to applicable review standards. For applications where a pre-application conference is required, applicable standards are identified below. If a pre-application conference is optional, see the submittal checklist for the relevant application type, established in the Administrative Manual.
<u>N/A</u>	Title Report. A title report, title certificate or record document guarantee prepared within the last six months that includes evidence of ownership and all encumbrances on the subject property. Copies of the documents referenced in the report should not be submitted unless requested by the planner during review.
<u>✓</u>	Narrative description of the proposed development. Describe in detail the existing condition of the property and the proposed proposed development, use, or subdivision for which you are seeking approval.
<u>✓</u>	Findings for approval. Include in your narrative a response to the findings for approval found in LDR Div 8.5, as applicable.
<u>✓</u>	Proposed Development Program Provide a table that summarizes the the projects compliance with the primary development standards (setbacks, heights, FAR, LSR, etc.). An example is found in the Administrative Manual.
<u>✓</u>	Site Plan. Provide a detailed site plan of the proposed project. A list of minimum standards for a site plan are established in the Administrative Manual.
<u>✓</u>	Floor Plans. Include floor plans for any existing buildings that will be occupied by a proposed use. If changes to existing buildings are proposed, indicate those on the floor plans.
<u>✓</u>	Neighborhood Meeting Summary. See Section 8.2.3 for Neighborhood Meeting requirements.
<u>✓</u>	Posted Notice. See Section 8.2.14.C.4 for Posted Notice requirements for all public hearings.

ARTICLES 2 (COMPLETE NEIGHBORHOODS), 3 (RURAL AREA ZONES), and 4 (SPECIAL PURPOSE ZONES).

Applicable Zone:	<u>AC and/or P/SP</u>
Applicable LDR Section:	<u>Sec. 2.3.5 or Sec. 4.2.1</u>

PHYSICAL DEVELOPMENT. *Please see Subsection B in applicable Zone District for specific standards.*

Requirement	Notes
<u>✓</u> Structure Location and Mass (setbacks, height, FAR, etc.)	
<u>✓</u> Maximum Scale of Development (individual building size)	15,000 sf in AC, no limit in P/SP
<u>✓</u> Design Review (Design Guidelines and Design Review Committee)	
<u>✓</u> Site Development (driveway and access limits)	
<u>✓</u> Landscaping (see Div. 5.5 for more information)	
<u>✓</u> Fencing (see Sec. 5.1.2 for more information)	

<u>N/A</u>	Environmental Standards (see Div. 5.1 and 5.2 for more information)	
	• Natural Resource Buffers • Irrigation Ditch Setback • Wild Animal Feeding • Natural Resource Overlay Standards • Bear Conflict Area Standards	
<u>✓</u>	Scenic Standards (see Div. 5.3 for more information)	Lighting standards only
	• Exterior Lighting • Scenic Resource Overlay (SRO) Standards	
<u>✓</u>	Natural Hazards to Avoid (see Div. 5.4 for more information)	
	• Steep Slopes • Areas of Unstable Soils • Fault Areas • Floodplains • Wildland Urban Interface	
<u>✓</u>	Signs (see Div. 5.6 for more information)	
<u>✓</u>	Grading, Erosion Control, Stormwater (see Div. 5.7 for more information)	
	• Grading • Erosion Control • Stormwater Management	

USE STANDARDS. *Please see Subsection C in applicable Zone District for specific standards.*

Requirement	Notes
<u>✓</u> Allowed Uses (see Div. 6.1 for more information)	
<u>✓</u> Parking (see Div. 6.2 for more information)	
<u>N/A</u> Employee Housing (see Div. 6.3 for more information)	Institutional uses exempt under 6.3.1.E
<u>✓</u> Maximum Scale of Use	
<u>✓</u> Operational Standards (see Div. 6.4 for more information)	
	• Outside Storage • Refuse and Recycling • Noise • Vibration • Electrical Disturbances • Fire and Explosive Hazards • Heat and Humidity • Radioactivity

DEVELOPMENT OPTIONS. *Please see Subsection D in applicable Zone District for specific standards.*

Requirement	Notes
<u>✓</u> Allowed Subdivision and Development Options (see Div. 7.1 and 7.2 for more information)	
<u>N/A</u> Residential Subdivision Requirements (see Div. 7.4 and 7.5 for more information)	
	• Affordable Housing • School and Parks Exactions
<u>✓</u> Infrastructure (see Div. 7.6 and 7.7 for more information)	
	• Transportation Facilities • Required Utilities

OTHER APPLICABLE LDR STANDARDS

Requirement	Notes:
<u>N/A</u> Division 1.9, Nonconformities	
1.9.2	Nonconforming Physical Development
1.9.3	Nonconforming Uses
1.9.4	Nonconforming Development Options and Subdivisions
1.9.5	Nonconforming Signs
<u>N/A</u> Division 7.3, Open Space Standards	
7.3.3	Configuration and Location of Required Open Space
7.3.4	Use of Open Space
7.3.5	Physical Development Permitted in Open Space
7.3.6	Record of Restriction
7.3.7	Ownership of Open Space

ADDITIONAL COMMENTS

-

PLAN REVIEW COMMITTEE. *The Plan Review Committee consists of the following listed agencies. Planning Staff will transmit pertinent portions of the application to each agency. **Other agencies and individuals not checked off on this list may be added to the PRC if necessary.***

Agency	Required for:
<u>✓</u> Building Official	
<u>✓</u> Town Attorney	
<u>✓</u> Town Engineer	
_____ Title Company	
_____ County Surveyor	
<u>✓</u> Fire Marshal	
<u>✓</u> Housing Authority	
_____ Integrated Solid Waste & Recycling	

☐	National Park Service
☒	Parks and Recreation Department
☒	Pathways Coordinator
☐	Public and Environmental Health
☒	Police Department
☐	Teton Conservation District
☐	Teton County School District
☐	Teton County (required when subdividing land within one mile of the Town of Jackson)
☐	U.S. Forest Service (if adjacent to or accessing through forest service lands)
☐	Weed & Pest
☐	Wyoming Department of Game & Fish
☐	Other



WARRANTY DEED

*First American Title
Insurance Company*

Scott Kirkpatrick and Carrie F. Kirkpatrick, husband and wife, GRANTORS, of Teton County, Wyoming, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, and pursuant to an I.R.C. § 1031 tax deferred exchange for benefit of Grantors, CONVEY and WARRANT to Fremont County Community College District dba Central Wyoming College, GRANTEE, whose address is 2660 Peck Avenue, Riverton, Wyoming 82501, the following described real estate, situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lot 3 of the Stockhouse-Patterson Addition to the Town of Jackson, Teton County, Wyoming according to that plat filed in the office of the Teton County Clerk on October 7, 1994 as Plat No. 822.

PIN: 22-41-16-32-4-29-003

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, and rights-of-way of record.

WITNESS our hands this 5 day of July, 2017.

Scott Kirkpatrick

Carrie F. Kirkpatrick

STATE OF Wyoming
COUNTY OF Teton

The foregoing instrument was acknowledged before me this 5th day of July, 2017 by Scott Kirkpatrick and Carrie F. Kirkpatrick.

WITNESS my hand and official seal.



Jeremy J. Gosinski
Notary Public
My Commission Expires: _____

GRANTOR: KIRKPATRICK, SCOTT ET UX
GRANTEE: FREMONT COUNTY COMMUNITY COLLEGE
Doc 0931149 Filed At 12:15 ON 07/05/17
Sherry L. Daigle Teton County Clerk fees: 12.00
By Mary D Antrobus Deputy

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

3

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

WARRANTY DEED

Minichristel II LLC, a Wyoming limited liability company, of Teton County, Wyoming, GRANTOR, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, as an Internal Revenue Code Section 1031 tax deferred exchange, CONVEYS AND WARRANTS unto **Fremont County Community College dba Central Wyoming College**, whose address is 2660 Peck Avenue, Riverton, Wyoming 82501, GRANTEE, the following-described property situated in the County of Teton, State of Wyoming, to-wit:

Lot 6 of the Stockhouse-Patterson Addition to the Town of Jackson, Teton County, Wyoming, according to Plat No. 822 recorded in the Office of the Teton County Clerk on October 7, 1994,

including and together with all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, and all furnishings and appliances therein, and any rights of grantor to minerals thereunder, but subject to taxes, assessments, covenants, conditions, restrictions, reservations, rights-of-way, easements and other encumbrances of sight or record.

Parcel Identification No. 22-41-16-32-4-29-006,

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, for purposes of this conveyance.

WITNESS the due execution and delivery of this instrument effective as of the

29th day of June, 2017.

Minichristel II LLC

A Wyoming limited liability company

By: John Michael Cottingham
John Michael Cottingham, Manager

By: Helen M. Cottingham
Helen M. Cottingham, Manager



**First American Title
Insurance Company**

1

GRANTOR: MINICHRISTEL II LLC

GRANTEE: FREMONT COUNTY COMMUNITY COLLEGE DBA

Doc 0931170 Filed At 14:16 ON 07/05/17

Sherry L. Daigle Teton County Clerk fees: 15.00

By Mary D Antrobus Deputy

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the 29 day of June, 2017 before me personally came **John Michael Cottingham** and **Helen M. Cottingham**, to me known, who, being by me duly sworn, did depose and say that they are the Managers of **Minichristel II LLC**, a Wyoming limited liability company described in the foregoing instrument and who executed the foregoing instrument, and that they signed their names thereto on behalf of said Company, and acknowledged that this instrument is duly executed as the free act and deed of said Company.

WITNESS my hand and official seal.





Notary Public

(Seal)
My commission expires:

LETTER OF AUTHORIZATION

CENTRAL WYOMING COLLEGE DISTRICT, "Owner" whose address is: _____

2880 PECK AVENUE RIVERTON, WYOMING 82501

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

CENTRAL WYOMING COLLEGE DISTRICT, as the owner of property
more specifically legally described as: LOT 3 & 6, STOCKHOUSE-PATTERSON ADDITION

(If too lengthy, attach description)

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

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

OWNER:

Dennis Egge

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: State of Wyoming, Construction Management Dept. CWC assigned Project Manager
(if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or
other non-individual Owner)

STATE OF _____)
COUNTY OF _____)SS.
_____)

The foregoing instrument was acknowledged before me by _____ this _____ day of
_____, 200__.

WITNESS my hand and official seal.

(Seal)

(Notary Public)

My commission expires:



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: NOVEMBER 15, 2018
MEETING DATE: NOVEMBER 19, 2018

SUBMITTING DEPARTMENT: PLANNING DEPARTMENT
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTERS: TYLER SINCLAIR

SUBJECT: (P18-046) A REQUEST FOR WAIVER OF REVIEW FEES ASSOCIATED WITH A REQUEST FOR A NEW EDUCATIONAL CENTER FOR CENTRAL WYOMING COLLEGE

OWNER: CENTRAL WYOMING COLLEGE

APPLICANT: BRENDAN SCHULTE, JORGENSEN ASSOCIATES

STATEMENT/PURPOSE

The applicant has requested a fee waiver on behalf of Central Wyoming College, a governmental educational entity, for the development review fees associated with an application for Sketch Plan/Conditional Use Permit/Zoning Map Amendment for a new educational center for Central Wyoming College. The applicant has submitted this request pursuant to Ordinance 939 of the Town of Jackson and Municipal Code section 15.04.090.

The requested fee waiver would apply to a property located at 235 and 255 Veronica Lane.

BACKGROUND

Pursuant to Ordinance 939 the Town Council may reduce, defer or waive application fees upon the request of an applicant if the proposed project advances significant community goals, which include, but are not limited to the following:

1. *A project that is sponsored by a governmental entity or a project that receives public funding.*
2. *A project that provides extraordinary charitable, civic, educational, or similar benefits to the community.*

Should Town Council make the determination that this proposal advances significant community goals as described above, a motion has been provided below for the waiver of the fees.

The applicant has proposed to develop a two-story, 17,358 square foot building to house Central Wyoming College's Jackson Outreach Center for which a Zoning Map Amendment, Sketch Plan, and Conditional Use Permit have been applied for (P18-047, 48, & 49).

ATTACHMENT

Fee waiver request from applicant

FISCAL IMPACT

The approval of a fee waiver for this development review would result in the Town not receiving \$4,500 (\$2,500 Sketch Plan; \$500 Conditional Use Permit; \$1,500 Zoning Map Amendment).

STAFF IMPACT

None identified.

LEGAL REVIEW

Not Applicable.

RECOMMENDATION

No recommendation has been provided by the Planning Director given the nature of this request. Please note that the Council has the option to reduce, defer, or waive such application fees if desired.

SUGGESTED MOTION

I move to **approve** Item P18-046, a request to waive the \$4,500 fee for Brendan Schulte/Jorgensen Associates for the development review fees associated with an application for Sketch Plan/Conditional Use Permit/Zoning Map Amendment to develop the Central Wyoming College Jackson Outreach Center per Ordinance 939



JORGENSEN

It's About People, Trust and Know How

PO Box 9550 • 1315 HWY 89 S., Suite 201
Jackson, WY 83002
PH: 307.733.5150
www.jorgeng.com

February 16, 2018

Mr. Paul Anthony
Town of Jackson Planning Dept.
P.O. Box 1687
150 East Pearl Avenue
Jackson, WY 83001

-Hand Delivered-

RE: Sketch Plan, Zoning Map Amendment, and Conditional Use Permit applications for Central Wyoming College - Jackson Center

Dear Paul,

Enclosed you will find the necessary materials for a Sketch Plan, Zoning Map Amendment, and Conditional Use Permit applications and for an educational building that we are submitting on behalf of Central Wyoming College. The property is located at 255 & 235 Veronica Lane in Jackson, Wyoming and is owned by the applicant, Freemont County Community College District D.B.A. Central Wyoming College, a governmental entity in the State of Wyoming.

Included with this transmittal you will find the following:

- Fee Waiver Request
- Sketch Plan Application (SKC);
- Zoning Map Amendment (ZMA);
- Conditional Use Permit (CUP);
- A Jorgensen Associates Check No. 45420 for \$4,500 for:
 - Sketch Plan - \$2,500
 - Zoning Map Amendment - \$1,500
 - Conditional Use Permit - \$500

Please contact me with any questions or comments.

Sincerely,

JORGENSEN ASSOCIATES, P.C.

Brendan Schulte
Senior Planner



JORGENSEN
It's About People, Trust and Know How

PO Box 9550 • 1315 HWY 89 S., Suite 201
Jackson, WY 83002
PH: 307.733.5150
www.jorgeng.com

February 16, 2018

Mr. Paul Anthony
Town of Jackson Planning Dept.
P.O. Box 1687
150 East Pearl Avenue
Jackson, WY 83001

-Hand Delivered-

RE: Fee Waiver Request for Sketch Plan, Zoning Map Amendment, and Conditional Use Permit applications for Central Wyoming College - Jackson Center

Dear Paul,

Enclosed you will find the necessary findings for a Fee Waiver Request for a Sketch Plan, a Zoning Map Amendment, and a Conditional Use Permit for Central Wyoming College - Jackson Center (CWC-Jackson). The property is located at 255 & 235 Veronica Lane in Jackson, Wyoming and is owned by the applicant, Fremont County Community College District D.B.A. Central Wyoming College, a governmental entity in the State of Wyoming.

According to the Town of Jackson Resolution 15-03, the Town Council may reduce, defer, or waive application fees upon request if the proposed project advances significant community goals, which include but are not limited to, the following:

1. A project that is sponsored by a governmental entity, or a project that received public funding.
2. A project that provides extraordinary charitable, civic, educational, or similar benefits to the community.

The CWC-Jackson project is both a governmental entity, and a project that has received public funding via the Special Excise Tax (SPET) in May of 2017 with overwhelming support from the community. The project also provides educational benefits to the community by offering a unique campus in the Town of Jackson for Adult Basic Education, High School Equivalency, and accredited courses in Nursing and Health Sciences, Business and Entrepreneurial Success, Hospitality, and the Culinary Arts. We believe that the CWC-Jackson project advances significant community goals and meets the criteria for granting a Fee Waiver Request.

Please contact me with any questions or comments.

Sincerely,

JORGENSEN ASSOCIATES, P.C.

Brendan Schulte
Senior Planner



PLANNING PERMIT APPLICATION
Planning & Building Department
Planning Division

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

For Office Use Only

Fees Paid _____
Check # _____ Credit Card _____ Cash _____
Application #s _____

PROJECT.

Name/Description: Central Wyoming College
Physical Address: 235 & 255 Veronica Lane
Lot, Subdivision: LOT 3 & 6, STOCKHOUSE-PATTERSON ADDITION PIDN: 22-41-32-4-29-003 & 22-42-16-32-4-29-006

OWNER.

Name: Central Wyoming College Phone: _____
Mailing Address: 2660 Peck Ave, Riverton, WY ZIP: 82501
E-mail: _____

APPLICANT/AGENT.

Name: Jorgensen Associates, P.C. Phone: 307-733-5150
Mailing Address: P.O. Box 9550 ZIP: 83002
E-mail: bschulte@jorgensenassociates.com

DESIGNATED PRIMARY CONTACT.

____ Owner ☒ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; see Fee Schedule for applicable fees.

Use Permit	Physical Development	Interpretations
____ Basic Use	____ Sketch Plan	☒ <u>Fee Waiver</u>
____ Conditional Use	____ Development Plan	____ Formal Interpretation
____ Special Use		____ Zoning Compliance Verification
Relief from the LDRs	Development Option/Subdivision	Amendments to the LDRs
____ Administrative Adjustment	____ Development Option Plan	____ LDR Text Amendment
____ Variance	____ Subdivision Plat	____ Zoning Map Amendment
____ Beneficial Use Determination	____ Boundary Adjustment (replat)	____ Planned Unit Development
____ Appeal of an Admin. Decision	____ Boundary Adjustment (no plat)	

PRE-SUBMITTAL STEPS. *Pre-submittal steps, such as a pre-application conference, environmental analysis, or neighborhood meeting, are required before application submittal for some application types. See Section 8.1.5, Summary of Procedures, for requirements applicable to your application package. If a pre-submittal step is required, please provide the information below. If you need assistance locating the project number or other information related to a pre-submittal step, contact the Planning Department. If this application is amending a previous approval, indicate the original permit number.*

Pre-application Conference #: P17-134

Environmental Analysis #:

Original Permit #:

Date of Neighborhood Meeting:

February 15, 2018

SUBMITTAL REQUIREMENTS. *Twelve (12) hard copies and one (1) digital copy of the application package (this form, plus all applicable attachments) should be submitted to the Planning Department.. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant.*

Have you attached the following?

NA

Application Fee. Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.

X

Notarized Letter of Authorization. A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.

NA

Response to Submittal Checklist. All applications require response to applicable review standards. These standards are outlined on the Submittal Checklists for each application type. If a pre-application conference is held, the Submittal Checklists will be provided at the conference. If no pre-application conference is required, please see the Administrative Manual for the applicable Checklists. The checklist is intended as a reference to assist you in submitting a sufficient application; submitting a copy of the checklist itself is not required.

FORMAT.

The main component of any application is demonstration of compliance with all applicable Land Development Regulations (LDRs) and Resolutions. The submittal checklists are intended to identify applicable LDR standards and to outline the information that must be submitted to sufficiently address compliance with those standards.

For some submittal components, minimum standards and formatting requirements have been established. Those are referenced on the checklists where applicable. For all other submittal components, the applicant may choose to make use of narrative statements, maps, drawings, plans and specifications, tables and/or calculations to best demonstrate compliance with a particular standard.

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

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

Signature of Owner or Authorized Applicant/Agent

Brendan Schulte

Name Printed

February 16, 2018

Date

Senior Planner

Title

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

WARRANTY DEED

Minichristel II LLC, a Wyoming limited liability company, of Teton County, Wyoming, GRANTOR, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, as an Internal Revenue Code Section 1031 tax deferred exchange, CONVEYS AND WARRANTS unto Fremont County Community College dba Central Wyoming College, whose address is 2660 Peck Avenue, Riverton, Wyoming 82501, GRANTEE, the following-described property situated in the County of Teton, State of Wyoming, to-wit:

Lot 6 of the Stockhouse-Patterson Addition to the Town of Jackson, Teton County, Wyoming, according to Plat No. 822 recorded in the Office of the Teton County Clerk on October 7, 1994,

including and together with all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, and all furnishings and appliances therein, and any rights of grantor to minerals thereunder, but subject to taxes, assessments, covenants, conditions, restrictions, reservations, rights-of-way, easements and other encumbrances of sight or record.

Parcel Identification No. 22-41-16-32-4-29-006,

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, for purposes of this conveyance.

WITNESS the due execution and delivery of this instrument effective as of the

26th day of June, 2017.



**First American Title
Insurance Company**

Minichristel II LLC
A Wyoming limited liability company

By: John Michael Cottingham
John Michael Cottingham, Manager

By: Helen M. Cottingham
Helen M. Cottingham, Manager

1

GRANTOR: MINICHRISTEL II LLC
GRANTEE: FREMONT COUNTY COMMUNITY COLLEGE DBA
Doc 0931170 Filed At 14:16 ON 07/05/17
Sherry L. Daigle Teton County Clerk fees: 15.00
By Mary D. Antrabus Deputy



WARRANTY DEED

*First American Title
Insurance Company*

Scott Kirkpatrick and Carrie F. Kirkpatrick, husband and wife, GRANTORS, of Teton County, Wyoming, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, and pursuant to an I.R.C. § 1031 tax deferred exchange for benefit of Grantors, CONVEY and WARRANT to Fremont County Community College District dba Central Wyoming College, GRANTEE, whose address is 2660 Peck Avenue, Riverton, Wyoming 82501, the following described real estate, situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lot 3 of the Stockhouse-Patterson Addition to the Town of Jackson, Teton County, Wyoming according to that plat filed in the office of the Teton County Clerk on October 7, 1994 as Plat No. 822.

PIN: 22-41-16-32-4-29-003

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, and rights-of-way of record.

WITNESS our hands this 5 day of July, 2017.



Scott Kirkpatrick



Carrie F. Kirkpatrick

STATE OF Wyoming
COUNTY OF Teton

The foregoing instrument was acknowledged before me this 5th day of July, 2017 by Scott Kirkpatrick and Carrie F. Kirkpatrick.

WITNESS my hand and official seal.





Notary Public
My Commission Expires: _____

GRANTOR KIRKPATRICK SCOTT ET UX
GRANTEE FREMONT COUNTY COMMUNITY COLLEGE
Doc 0931149 Filed At 12:15 ON 07/05/17
Sherry L. Daigle Teton County Clerk fees: 12.00
By Mary D. Antrobus Deputy

RELEASED	☒
INDEXED	☒
ABSTRACTED	☒
SCANNED	☒

LETTER OF AUTHORIZATION

CENTRAL WYOMING COLLEGE DISTRICT, "Owner" whose address is: _____

2860 PECK AVENUE RIVERTON, WYOMING 82501

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

CENTRAL WYOMING COLLEGE DISTRICT, as the owner of property

more specifically legally described as: LOT 3 & 6, STOCKHOUSE-PATTERSON ADDITION

(If too lengthy, attach description)

HEREBY AUTHORIZES Jorgensen Associates, P.C.

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

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

OWNER:

Dennis Egge

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: State of Wyoming, Construction Management Dept. CWC assigned Project Manager
(if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner)

STATE OF _____)
COUNTY OF _____)SS.

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 200__.

WITNESS my hand and official seal.

(Seal)

(Notary Public)

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the 29 day of June, 2017 before me personally came **John Michael Cottingham** and **Helen M. Cottingham**, to me known, who, being by me duly sworn, did depose and say that they are the Managers of **Minichristel II LLC**, a Wyoming limited liability company described in the foregoing instrument and who executed the foregoing instrument, and that they signed their names thereto on behalf of said Company, and acknowledged that this instrument is duly executed as the free act and deed of said Company.

WITNESS my hand and official seal.




Notary Public

(Seal)
My commission expires:



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: NOVEMBER 15, 2018
MEETING DATE: NOVEMBER 19, 2018

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

SUBJECT: **ITEMS P17-200 & 201:** REQUEST FOR APPROVAL OF A SKETCH PLAN AND URBAN-RESIDENTIAL - PLANNED UNIT DEVELOPMENT (UR-PUD) TO DEVELOP A 20 UNIT APARTMENT COMPLEX AT 640 & 650 SOUTH GLENWOOD STREET.

OWNER: BASE CAMP LLC

APPLICANT: GREG PRUGH, PRUGH REAL ESTATE

REQUESTED ACTION

The applicant is requesting approval to rezone their property from Auto-Urban Residential (AR) to Urban-Residential - Planned Unit Development (UR-PUD) and for a Sketch Plan to develop a 20 unit apartment complex located at 640 & 650 S. Glenwood Street.

APPLICABLE REGULATIONS

Section 8.3.1 Sketch Plan
Section 8.7.3 Planned Unit Development
Section 4.4.2 Planned Unit Development – Town
Section 8.7.1 LDR Text Amendment
Section 8.7.2 Zoning Map Amendment
Section 8.4.1 Basic Use Permit

LOCATION

The properties are located at 640 & 650 S. Glenwood Street, legally described as Lots 4, 5, 6 & 7, Block 4 of the Karns Second Addition to the Town of Jackson. An aerial photo and zoning map are shown below:



BACKGROUND

Existing Site Characteristics:

This lot has been zoned AR since 1994 and was recently rezoned to Neighborhood Medium Density-2 (NM-2) in July 2018 as part of the Districts 3-6 rezone. The subject site (Lots 4-7) is located on a cul-de-sac on South Glenwood and is surrounded by NM-2 zoning to the north, south and west, and Commercial Residential-1 (CR-1) to the east. The four lots combined total 0.62 acres (26,845 sf) in size and have alley access. The site is relatively flat and has a 1,709 sf dedicated Town roadway easement which serves as a portion of the cul-de-sac on South Glenwood Street. Currently the northern most lot has a detached single-family home and detached garage.

Applicant's Request:

The applicant is proposing an apartment project and so has submitted applications for a rezone to UR-PUD (which includes an LDR Text Amendment & Map Amendment), a Sketch Plan (for more than 10 units) and Basic Use Permit (to establish the residential uses).

The project consists of 20 apartment units within one building for a total of 16,388 sf of floor area. The building is three-stories and 35' in height. The individual units are as follows: 4 studios (approx. 400 sf each), 2 one-bedrooms (approx. 575 sf each), 11 two-bedrooms (725-800 sf each) and 3 three-bedrooms (975-1212 sf each). At this time it is the intent of the owner to keep these units as rentals but has reserved the right to have 'Attached Single-Family' (condominiums) as an allowed use to subdivide in the future.

Although one building, the conceptual design is intended to break up the massing by separating the 2nd and 3rd floors so that from the street the upper levels appear as three separate buildings. The design includes moderately sized windows with recessed balconies and entrances that face the street. The exterior materials include split face CMU on the first floor and vertical wood siding on the two floors above. In regards to landscaping, the applicant has stated they will provide 22 plant units based on the density and parking.

The PUD tool allows the applicant the flexibility to propose their own setbacks, provided they are compatible with the surrounding neighborhood. In this case the applicant is proposing setbacks consistent with the old UR zoning: minimum front setback of 12', minimum side setbacks of 5' and minimum rear setback of 20'. Although these are the proposed setbacks, the applicant has placed the actual building further back from the bordering property lines. As measured from the property line on Glenwood Street, the building is set back 26'-5" and as measured from the cul-de-sac easement line the building is set back 13'-5". Along the north property line the building is set back 11'-1", along the south property line the building is set back 24'-5", and along the rear property line the building is set back 44'-3".

In addition to setback flexibility, the applicant has the ability to propose a parking ratio based on their anticipated needs. The applicant is proposing 34 parking spaces which totals 1.7 parking spaces per unit or .92 per bedroom. Seventeen (17) of the parking spaces are within garages and the remaining 17 are in the rear adjacent to the alley. Vehicular access will be taken directly from South Glenwood via a 12' one-way entrance with a one-way exit off the alley.

Pedestrian improvements are proposed along the length of the property fronting Glenwood with a 6' detached sidewalk. In addition, internal sidewalks are also proposed to connect residents to and from the building to Glenwood Street. Trash and snow storage have been identified on the site plan in compliance with the LDRs. Bicycle parking has not been identified at this time.

Using the PUD development option, the dimensional limitations for the PUD are shown below:

	UR-PUD: Allowed/Required	Proposal	Complies?
Minimum Lot Size	15,000 sf	26,845 sf (GSA) 25,136 sf (BSA)	Yes
FAR	.65 or 16,388 sf	.65 or 16,388 sf	Yes
LSR	.30 or 7,541 sf	.30 or 7,541 sf	Yes
Lot Coverage	.50 or 12,568 sf	.32 or 8,014 sf	Yes
Plant Units	1 per unit & 1 per 12 parking spaces = 23 plant units	22 units	Yes (As conditioned)
Height	35'	35'	Yes
Density	No limit	20 units	Yes
Parking	Flexible	34 spaces (1.7 spaces per unit)	Yes (see parking discussion below)
Front Yard Setback (west)	Flexible	12' from PL (Actual: 26'-5") 12' from roadway easement (Actual: 13'-5")	Yes
Rear Yard Setback (east)	Flexible	20' (Actual: 44'-3")	Yes
Side Yard Setback (north)	Flexible	5' (Actual: 11'-1")	Yes
Side Yard Setback (south)	Flexible	5' (Actual: 24'-5")	Yes

STAFF ANALYSIS

Overview of PUD Process

As of July 18, 2018, the PUD option was removed from the LDRs as part of the District 3-6 rezone. The PUD was removed because many of its development benefits (e.g. flexible setbacks, additional height & stories, flexible parking, additional density, etc.) were incorporated into the base zoning for NM-2 and NH-1 thus a developer could generally achieve a PUD-type development without the longer process and uncertainty which came with applying for a PUD. However this application was considered sufficient and vested under the zoning regulations prior to July 18, 2018 and is allowed to move forward.

As a recap, a PUD under the 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.

Master Plan

Sec. 4.4.1.C 2 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 (NM-2 in this case after the rezone). A formal Master Plan was not included in the Sketch Plan application for this project but most of the

standards and substance that would be included in a Master Plan were included nonetheless. The table below provides a summary of the Master Plan for the proposed Sketch Plan.

Master Plan (Sketch Plan)	
Development Standard	Proposed/Allowed
FAR	.65 max. (16,338 sf)
LSR	.30 min. (7,541 sf)
Plant Units	1 per DU & 1 per 12 parking spaces = 23 units.
Maximum Lot Coverage	.32 or 8,014 sf
Height	35' max.
Stories	3 max.
Density	20 units max.
Parking	34 spaces total
Front Yard Setback	12' min from PL 12' min from roadway easement
Side Yard Setback	5' min.
Rear Yard Setback	20' min.
Any development standards not included above will be applied as allowed or required in Sec. 2.2.8 Neighborhood Medium Density-2 (NM-2)	See UR standards
Allowed Uses	Proposed/Allowed
Residential	
Apartment	B
Attached Single-Family	B
Accessory Uses	
Home Occupation	B

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 Land Development Regulations (LDRs). Furthermore, it is the purpose of the Sketch Plan, through its preparation by the applicant and subsequent review by the Town, to identify planning and growth and 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.

Conformance with the Comprehensive Plan

The LDRs require that proposed PUD projects must demonstrate substantial compliance with the Jackson/Teton County Comprehensive Plan in terms of furthering or helping achieve and implement the goals, objectives, policies, and recommendations contained therein. 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 Housing. This site is located within District 3, specifically subarea 3.2 which is a transitional area sought to have redevelopment with a mixture of residential units from single family to multi-family. The redevelopment of this site will be an improvement from the existing vacant lot and provide 20 new units of various sizes and bedroom count. In addition the proposed density is consistent with the newly adopted NM-2 zoning that surrounds it.

Conformance with Other Applicable Regulations

All PUD zones shall conform with the requirements of the LDRs, all other applicable Resolutions of the Town, County, and Wyoming State Statutes, except as modified by Section 4.4.2. As conditioned, 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 32 dwelling units per acre. By comparison, the properties to the west are single family homes on 7,500 square foot lots, many with one to two accessory units which results in an average density ranging from 11-17 dwelling units per acre. Density to the south (Aspen Shadow Townhomes) is 14 units per acre, to the north the lots are vacant and to the east is commercial zoning with restaurant (Lift).

Although the proposed density is higher than what exists on the ground in this neighborhood, the UR-PUD zoning has no density limit and allows for this number of units. Comparatively, the newly adopted NM-2 zoning, which surrounds the subject site to the north, south and west, has no density limit and could potentially result in comparable density to the proposed PUD. Under the NM-2 zoning, which the applicant could use instead of the PUD, the main limits on density are parking, development standards (i.e. setbacks, height, etc.), a restriction on single building size and a limit on no more than 8 units per building. It is difficult to compare density between the current proposal and the NM-2 zone because many factors play into potential density. If the applicant abandoned the PUD and developed each of the four lots under NM-2 with 4-6 units per lot, the achievable density would be between 25-38 units per acre which is consistent with what is proposed.

In conclusion, the proposed density falls on the higher side compared to what exists in the neighborhood and falls in the middle compared to the newly adopted NM-2 zoning. Ultimately this area has clearly been identified by the Comprehensive Plan as transitional with a desired future vision to add density and variety of

residential units. This vision is supported by the recent District 3-6 rezone to NM-2 which allows for three levels, higher FAR and less process. Staff finds that the development overall is consistent with the intensities expected for this property moving forward and moves closer to achieving a product of housing highly desired and needed.

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.

The applicant is proposing a development with a variety in unit sizes ranging from 392 sf to 1,212 sf that include a mixture of studios, one-bedrooms, two-bedrooms and three-bedrooms. In addition, rental apartments are a highly desired housing product and needed in order to meet the goals of the Comprehensive Plan to house 65% of its local workforce. Staff would like to make it clear that the applicant has reserved the right to subdivide the units down the road into condos but at this time the intent is to keep them as apartments. Staff finds that the proposed product significantly meets the PUD goal of providing variety of unit types.

Open Space & Landscaping

Open space: One 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 the minimum amount of Landscape Surface Ratio required for a UR-PUD. The majority of the landscape areas are located in the front along South Glenwood with some small grassy open spaces in-between the buildings. This is consistent with the UR zone which is intended for high-density residential development where open space is rarely large or even a major feature of the site. The applicant has provided recessed balconies for most of the units which allows light to penetrate the units and give tenants private open space. Also, the building has been broken up on the 2nd & 3rd levels which further provides light and air circulation into all units. Additionally this site benefits from public open spaces such as Snow King Mountain and Phil Baux Park which are in walking distance. Given these considerations, staff finds that the proposed open space area is sufficient in size and location to meet the open space requirement for a UR-PUD.

Landscaping: The applicant has provided the required minimum amount of Landscape Surface Ratio (LSR) which is 30% (7,541 sf). In regards to plant units, the applicant has stated they will provide 22 plant units, however based on the density and parking the LDRs require 23 plant units. Staff has added a condition of approval that as part of the Development Plan submittal the applicant shall provide a stamped landscape plan prepared by a Wyoming Landscape Architect depicting the breakdown and usage of 23 plant units along with their dollar value.

With the current preliminary planting plan, the Glenwood frontage appears to be adequately screened with plantings in front of all three buildings and the applicant will need to ensure that this area along South Glenwood remains adequately screened upon developing the final landscape plan. However the grassy areas within the side setbacks, both north and south, have no screening and the applicant will need to address these locations with plantings. Along the southern grass strip, staff is aware that the reason no trees/shrubs are shown is because snow storage is planned for this area. Staff doesn't find that shrubs need to be provided here because they most likely will not survive due to continued winter snow storage impacts. However staff finds that trees should be provided here because it is important to provide some screening to benefit the development to the south. Trees planted within snow storage areas is common and staff is confident they will

have a successful survival rate. Ultimately the final landscape plan will be reviewed at the time of Development Plan and as conditioned staff finds the level of detail sufficient for Sketch Plan.

Historical and Cultural Resources

The applicant will be required to apply for a demolition permit prior to removal of the existing single-family home. At that time the Teton County Historical Preservation Board will determine if the existing structures hold historical significance.

Site Design

In regard to site design, staff finds that the proposed setbacks and building 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.

In terms of orientation and layout, the building is located generally in the middle of the site. Vehicular access is taken from a one-way entrance on South Glenwood along the southwestern corner of the property which leads to parking/garages in the rear and a one-way exit through the alley. The benefit to this layout is that parking will be in the rear and shielded from street view which is consistent with the vision for this subarea. Staff has some concerns related to practicality of the one-way entrance off Glenwood and one-way alley exit. Staff has contemplated the idea of removing vehicular access off South Glenwood and requiring all access to be taken from the alley which will allow more on-site open space and potentially 1-2 additional parking spaces. At this time the access plan is compliant with the LDRs and staff is generally supportive of the proposed design at Sketch Plan and will continue conversations with Public Works to determine the most practical means for access.

Staff finds that the building location 26'-5" from South Glenwood is in keeping with the intent of the surrounding neighborhood and exceeds the 12' base front setback found within the Urban Residential (UR) zoning district. Also, the applicant has provided adequate separation between the public right of way and the proposed structures. From the curb to building the total distance will be approximately 13'-5" to 36'. In addition, staff finds that northern side setback of 11'-1" and southern side setback of 24'-5" are in keeping with the intent of the surrounding neighborhood and exceed the 5' base side setback found within the Urban Residential (UR) zoning district. Finally, staff finds that the proposed eastern rear yard setback of 44'-3" is in keeping with the intent of the surrounding neighborhood and exceeds the 20' base rear setback found within the Urban Residential (UR) zoning district. In conclusion, the applicant is proposing setbacks that are consistent with the surrounding area and exceed what the base UR zoning allows and so staff supports the proposed locations of the building. As a final means of comparison, the proposed development is also in line with the setbacks for the NM-2 zoning which has a 20' front setback, 10' side setback and 20' rear setback.

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.

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 the compatibility with surrounding properties. 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 proposed apartment building will establish a new character for this neighborhood with inclusion of a three-story, multi-family building of much larger proportions. However as a general comment, the Comprehensive Plan has clearly identified this area as transitional and anticipated larger multi-family buildings with the recently adopted District 3-6 rezone. The PUD standards do not have a maximum building size so as proposed the project is in compliance. A helpful design aspect related to the bulk and mass is the 2nd & 3rd floors are broken up giving the impression there are three individual buildings. Also, the materials on the ground level differ from those on the upper levels which further helps break up a design that leans more in the direction of modern architecture.

Staff finds that the building height of 35' is taller than most of the surrounding developments, especially the homes to the west and south which are generally at 26' in height. There is no way to compare development to the north because those lots are vacant. However if the northern lots were developed the NM-2 zoning allows a building height up to 39'. In comparison to the development to the east, the Lift restaurant is 27 feet tall and the underlining CR-1 zoning allows development up to 46'. Although the development is taller than what surrounds it, all of the recently adopted zoning to the north, south and west allow up to 39' and zoning to the east allows up to 46'. If the applicant was to abandon the PUD and build under the base NM-2 zoning they would then be permitted by-right to build to 39'. In other words, the PUD is more restrictive than the base zoning when it comes to height. Ultimately staff finds that the proposed height is consistent with the PUD standards and with the character of zone. In addition, the bulk and mass of the building is broken up on the second and third floors which helps reduce visual impact.

This project is not required to go before the Design Review Committee (DRC) according to the LDRs. However staff originally recommended that it go before the DRC and the Planning Commission agreed with staff and added a condition of approval at the October 17th Planning Commission meeting to that effect. The applicant went before the DRC on November 14th and received unanimous support for the project along with some thoughtful design suggestions which are noted under the Planning Commission section below.

Access/ Circulation/Traffic

As proposed, the site has a 12' wide one-way vehicular entrance off South Glenwood Street adjacent to the southern side of the building leading to the parking/garages in the back. Exiting the site is proposed via a one-way exit to the alley. At this time the applicant is meeting the minimum requirements for drive aisle width, parking space dimensions and back-out distances. In terms of circulation the proposed plan is ideal because it utilizes both the street and alley and doesn't rely on a traditional two-way entrance/exit which concentrates traffic to one area. From a traffic standpoint, the proposed one-way circulation plan should reduce the amount of traffic on South Glenwood compared to a two-way entrance because tenants cannot exit back out onto South Glenwood. However based on the department reviews, Public Works is requiring the applicant to prepare a traffic analysis and a parking/access plan including turning movements to better under the traffic impact. In addition, because the alley will be the primary exit Public Works is recommending the remaining unpaved portions of the alley be paved all the way to Snow King Avenue. Currently the alley has a combination of asphalt and compacted gravel which is better than most alleys that have dirt or loose gravel. However, the portions of the alley that are improved don't span the entire width of the alley and create a bottle-neck towards the north end of the alley adjacent to Snow King Avenue. In some instances the Town has required alley improvements such as paving (see the Redmond Street Rental project and the hospital apartments at 135 W Kelly Avenue). But those alley improvements were limited to the areas directly adjacent to the development's property(s) and did not extend any further. There is also the example of the new brewery on Snow King Avenue which was not required to perform alley improvements on the existing dirt/gravel surface. In summary the alley conditions adjacent to the subject lots is better than most alleys that consist of dirt and/or loose gravel and staff finds that the discussion about the alley needs additional thought and feedback. At this time staff is requesting that the Planning Commission weigh in on this issue and provide comments and direction to staff.

As conditioned staff finds the access/circulation/traffic plan to be in compliance with the LDRs.

Parking

The PUD regulations allow flexibility to the parking requirement on an individual, project-by-project basis. The applicant is proposing to construct 34 parking spaces for the 20 units. As a comparison, staff ran the parking calculation under the base NM-2 zoning and the total parking requirement came to 28 spaces which is 6 spaces less than what the applicant is proposing. Staff finds that the project has an adequate parking space per unit ratio, however there is no guest parking provided. Although the LDRs do not specifically state that guest parking is required under the base zoning or the PUD standards, staff finds that a few spaces for guests is prudent knowing that overnight parking is prohibited from October 15th to April 15th. Staff has added a condition of approval that since the project is over-parked from an LDR standpoint by 6 spaces that 3-4 of the on-site spaces be dedicated as guest spaces. This way guest parking can be addressed while still meeting the base parking standards.

Streetscapes

The southern half of the subject site along South Glenwood is encroached upon by a cul-de-sac, which created a bit of a hardship for design reasons. The resulting design puts the distance from the front property line to the building in the range of 13'-5" to 26'-5". The applicant will be required to add a significant amount of landscaping plantings both on-site and in the landscape strip along South Glenwood that will help to buffer the mass of the building. The final landscape plan will be submitted with the Development Plan, but staff has added a condition of approval requiring that the lion's share of plantings be placed in the front to screen the building. The applicant is also proposing to establish a new compliant 5' attached landscape strip with 6' detached sidewalk for the span of the property along South Glenwood. In addition, all units will have direct access from the building to the sidewalk which will enliven the street and make it a more interactive experience. The building façade has been broken up and well-articulated with large windows and other materials that it creates an interesting street wall and pleasant walking environment. One concern is the new proposed sidewalk on the east side of South Glenwood will dead end as it heads north because there is no sidewalk to connect to. This situation forces residents walking north toward Snow King Avenue to traverse from the sidewalk onto South Glenwood Street for 200 feet until they reach Snow King Avenue which has adequate sidewalks. Please see the Pedestrian Access section below for further discussion. In regards to the subject site, staff finds that as conditioned the proposed streetscape improvements and site plan are consistent with the PUD standards and Community Streets Plan.

Pedestrian Access

Starting with the building, three internal pathways will be provided so that all ground level and upper level units have direct walking access to the sidewalk on South Glenwood. Pedestrian access to the site will be provided primarily from a detached 6' sidewalk along South Glenwood. Unfortunately the properties to the north have no developed sidewalk to connect to which forces residents walking north toward Snow King Avenue to traverse from the proposed sidewalk onto South Glenwood Street for 150-feet until they reach Snow King Avenue which has adequate sidewalks. There is also no sidewalk on the western side of South Glenwood for this development to connect to. Public Works and other departments would favor having the applicant provide continued pedestrian improvements all the way to Snow King Avenue, however it is not common for the Town to require an applicant to build such improvements beyond the subject property. Staff has requested that the Planning Commission weigh in on this issue and provide comments and direction to which they added a condition of approval requiring the applicant to continue the sidewalk on the eastern side of South Glenwood all the way to Snow King Avenue so that there are no gaps. Please see the Planning Commission section below for full discussion.

In addition to the sidewalks, staff identified a minor pedestrian access issue related to the internal site accessibility between the parking/garage area and the northwestern most unit on the ground level. Currently there is no way to park a vehicle and walk to this unit without having to traverse around the building through the landscape area. Staff has added a condition of approval related to pedestrian access from the garage/parking lot to the northwestern most unit. Also, the applicant will need to provide more clarification on how the three exterior spaces used for fire sprinkler equipment will be accessed, specifically whether they require a pathway.

Staff finds that as conditioned the pedestrian access meets the standards of the PUD and the Community Streets Plan.

Affordable Housing

Due to the approval on April 3, 2017, by the Town Council of a text amendment to exempt certain rental apartment buildings (e.g., 20 more units, with units that do not exceed the size of the Housing Department's minimum unit sizes, etc.) from the requirement to provide deed-restricted affordable housing under Div. 7.4, the project is not proposing any affordable housing units. Below are the standards for this exemption from Section 7.4.2.D.13:

Apartment Building. An apartment building meeting the following standards is exempt from the standards of this Division.

- a. *The apartment building shall have 20 or more units.*

Complies. The building has 20 units.

- b. *No apartment in the building shall exceed the maximum habitable floor area established below, except that a 10% adjustment may be approved.*

- *Studio: 450 sf*
- *1 bedroom: 675 sf*
- *2 bedroom: 975 sf*
- *3 bedroom: 1,175 sf*
- *Each additional bedroom: 200 sf*

Complies. The proposed units do not exceed the size requirement for each of the above thresholds.

- c. *By January 31 of each year following issuance of a certificate of occupancy of the building, the owner of the apartment building shall provide the Housing Director with a report containing demographic information required by the Town that can be legally obtained and shared by the owner, including but not limited to:*

- *Average rent charged by unit type,*
- *Average number of tenants by unit type, and*
- *Percentage of tenants employed in Teton County.*

Complies. As conditioned, the applicant will be required to adhere to the above standards.

- d. *If any apartment in the building is approved for another use (e.g. condominiumization to attached single family use or approval of short-term rental use) this exemption shall be voided for the entire building. At the time of such approval, the standards of this Division shall be applied to all previously exempted units as though they were being newly developed.*

Complies. As conditioned, the applicant will be required to adhere to the above standards.

e. This exemption shall expire May 15, 2022.

Complies. The applicant applied for this exemption prior to May 15, 2022.

In conclusion, the proposed apartments are exempt provided they remain apartments. If in the future the owner seek subdivision (condominiumization), the above exemption will be voided and the housing mitigation standards in place at that time will apply.

Development Exactions

Because the units will be built as rentals, and not subdivided for individual ownership, the exaction requirements do not apply. If in the future 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.

PLANNING COMMISSION

This item was reviewed by the Planning Commission on October 17th and the Commission unanimously recommended approval to Town Council with the addition of two (2) conditions of approval and modification of an existing condition.

1. **Modified Condition:** The Planning Commission modified Condition #2 related to pedestrian improvements on South Glenwood. The eastern side of South Glenwood from the subject project to Snow King Avenue currently has no sidewalks. The proposed plan is to provide a compliant sidewalk in front of the four (4) subject lots but not continue the sidewalk north to Snow King which happens to be approximately 150' beyond the project site. The Planning Commission had concerns that without a continuous sidewalk pedestrians would be forced to walk into the street on South Glenwood which is not ideal from a safety standpoint. The Planning Commission also found that the additional density and impact from this development should be offset by providing a safe access for residents and their guests. The Commission recommended that the applicant provide a compliant 5' attached landscape strip and 6' detached sidewalk for the entire east side of South Glenwood to Snow King Avenue.
2. **New Condition:** The Planning Commission added a condition of approval requiring the applicant pave the alley to the satisfaction of the Public Works comments in the department reviews. The Planning Commission found that because the applicant will be heavily using the alley as the main exit, that some improvements are needed within the alley. Specifically, the northern 90' of alley consists of a gravel/chip-seal surface which serves the current low demands of the alley, and the applicant will need to pave this area so that it is consistent with the paved areas south.
3. **New Condition:** The Planning Commission added a condition of approval that the applicant go before the Design Review Committee which was not a requirement of the LDRs based on the residential nature of the PUD. The applicant went before the DRC on November 14th and they unanimously recommended approval of the project as presented. They did however make some thoughtful recommendations related to the following: Consider covering the building entryways, consider the location and amount of bicycle storage/racks, consider board formed concrete at the base of the building over CMU, and that the applicant consider how the landscaping in front of the building will 'socialize' the area (maybe adding benches as well) so it can be commonly used amongst the residents.

PUBLIC COMMENT

Public comment was received by a few adjacent property owners who expressed concerns related to the size of the development in relation to the existing neighborhood and the traffic impact on South Glenwood (Please see the attached public comment). As a general response to these concerns, the allowed density and building size have consciously been increased in this area with the new zoning and the vision moving forward according to the Comprehensive Plan is in line with what the applicant has proposed.

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 Sub-area 3.2 Core Residential of the 2012 Comprehensive Plan. In order to review the application for conformance with the Comprehensive Plan, staff has reviewed the Policy Objectives for District 3 as follows:

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 apartment units the project is providing a much-needed type of housing product lacking in the community. The applicant is also providing a variety of unit sizes ranging from 392 sf to 1,212 sf and unit types including studios, one-bedrooms, two-bedrooms and three-bedrooms.

Policy 4.3.a: Preserve and enhance stable areas

Complies. Not applicable.

Policy 4.3.b: Create and develop transitional areas

Complies. Staff finds that the proposed development will significantly improve an otherwise underdeveloped and underused site in a transitional subarea with a project consistent with the desired future vision described for Subarea 3.2. Redevelopment and reinvestment is highly desired for this area.

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

Complies. Not Applicable.

Common Value 3: Quality of Life

Policy 5.2.d: Encourage deed-restricted rental units

Complies. The proposed project meets the affordable housing exemption in Division 7.4.2.D.13 related to Apartment Building with 20 or more units.

Policy 5.3.b: Preserve existing workforce housing stock

Complies. Staff does acknowledge the loss of 1 existing dwelling unit, however the 20 new apartment units will replenish the loss.

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 within walking and biking distance to the downtown core in addition to being located along the bus line (Snow King Avenue) which encourages transit use.

In addition, staff finds that the application should be reviewed for consistency specifically with subarea 3.2 Core Residential which states as follows as the desired vision for the subarea:

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. As conditioned, staff finds that the project is consistent with this described vision specifically by proposing to redevelop an underdeveloped and underutilized site with 20 new apartment units. In addition, staff finds that the proposed design, density, and quality of design is consistent with the desired vision for this transitional subarea.

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

Complies. Not applicable.

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. Staff finds that the project as conditioned will not have a significant impact on public facilities and services. The current vision is to have higher density in this area. The proposed site is also located in close proximity to the downtown and near public transit routes. The Engineering Department has not identified any major impacts at this time, however they have provided recommendations related to the alley and pedestrian sidewalks. At this time these are recommendations and staff has addressed them in the staff report and is seeking additional feedback from the Planning Commission.

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. As conditioned, staff finds that the proposed project complies with the standards of these LDRs as the request meets all requirements such as FAR, LSR, setbacks, height, etc. In addition the project is in compliance with all other Town Ordinances.

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

Complies. 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 enhances what can be achieved for the desired future character for this site. The desired future character envisions redevelopment and a mixture of residential types. The proposed apartments bring diversity to the existing housing type which is primarily single family residential. The PUD tool allows for flexibility in development such as allowing a higher Floor Area Ratio compared to the base zoning. Allowing a PUD will maximize this site's full development potential for workforce housing.

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

Complies. Below are the findings found in Article 4, specifically Section 4.4.2.D:

- a. *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. 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 an efficient design and promotes workforce housing.

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

Complies. 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 finds that the applicant has proposed a project that not only encourages efficiency of design but workforce housing as well. The development is compatible with the surrounding uses and the surrounding neighborhood.

- c. *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 is compatible with the mix of existing housing types within the neighborhood subject to the conditions of approval placed on the application. In addition, staff finds that the proposed setbacks, site layout and elevations for the proposed structures will maintain or enhance the integrity of the surrounding residential neighborhood. Furthermore, the DRC reviewed this project on several levels of design and unanimously supported it as presented.

- d. *The streets and intersections serving the project will not be reduced to unacceptable levels of service, nor will the safety of motorists, pedestrians, and cyclists be jeopardized.*

Complies. Staff finds that the proposed application as conditioned will not reduce the level of service on adjacent roadways or alleys to an unacceptable level. In addition, Engineering did not identify any significant issues. Staff finds that the safety of motorists, pedestrians and cyclists will not be jeopardized in any way by the proposed application.

- e. *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.

- f. *All diverse impacts associated with the proposed project are effectively mitigated to the extent possible.*

Complies. Staff finds that the applicant has made every effort to mitigate impacts to surrounding properties, as well as provide a pleasant and inviting environment for residents and the surrounding neighborhood. In addition, staff has placed conditions of approval on the proposed application that will further mitigate any significant impact of the proposed development on the surrounding land uses.

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

Complies. Not applicable.

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

Complies. Please see findings below for Section 8.7.1.C.

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

Complies. Please see findings below for Section 8.7.2.C.

Item C: 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. 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-orientated environment. The proposed project will provide 20 units which is a higher density development compared to the existing two dwelling units. In addition, the applicant will be supplying workforce housing in close proximity to local transit, Snow King and the Downtown Core. The proposal 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 development of 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 is located in close proximity to the core of Town near employment and Complete Neighborhood amenities. This close proximity to the Town core allows tenants flexibility to use multiple modes of transportation and are not limited to single vehicle trips. The proposed project will also be a high quality development which is an improvement from the existing conditions.

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 20 new rental units. In addition, the project will include variety in both unit size and bedroom type which will reach a broader group of residents in Jackson. Although this proposal will displace the existing residents living in the existing dwelling unit, the new development will provide 20 new living units suitable for future workforce housing needs.

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

Complies. Staff finds the proposed project to 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 D: 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. Staff finds that the proposed project is consistent with the purposes and organization of the LDRs. See **Item C**, finding #1.

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

Complies. As conditioned, 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. The Town Residential Core is envisioned to be comprised of a variety of housing types, because the existing housing trend tends to be single family, the proposed multi-family apartment project satisfies this vision in providing a different type of housing. In addition to variety in type, the vision also includes a variety in density. A 20-unit complex will provide one of the more dense developments within the immediate neighborhood thus satisfying the need for high density residential. Lastly, the proposed project is located near the core of Town close to employment, amenities and local transit which are all envisioned for the Town Residential Core.

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 changing conditions or a public necessity. See **Item C**, finding #4.

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.

ATTACHMENTS

Applicant Submittal
Department Reviews
Public Comment

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

The Planning Director and Planning Commission recommend **approval** of a Sketch Plan and Urban Residential - Planned Unit Development to develop a 20-unit apartment complex located at 640 & 650 S Glenwood Street subject to the Land Development Regulations, the department reviews attached hereto and the following conditions:

1. The applicant shall provide a signage and striping plan for on-site parking identifying which spaces belong to which unit. In addition, 3-4 of the on-site spaces shall be designated as guest parking spaces.
2. The applicant shall design the sidewalks and street landscaping on the east side of South Glenwood to Snow King Avenue to meet the guidelines for pedestrian frontages in the Community Streets Plan and

as noted in this staff report. This includes a 5' attached landscape strip with approved tree plantings properly spaced and 6' detached sidewalk.

3. The applicant shall either install a barrier/fence along the alley parking spaces OR shall revise the parking space dimensions so that they are at minimum 22 feet deep.
4. At the time of Development Plan submittal the applicant shall provide a stamped landscape plan prepared by a licensed Wyoming landscape architect with 23 plants units and cost breakdown. The plan shall locate most of the landscaping in the front of the building but also incorporate planting along both the north and south setback areas.
5. The applicant shall provide a Traffic Analysis & vehicle movement plan consistent with Engineering Department's comments in the department reviews.
6. This approval is subject to Section 7.4.2.D.13 Apartment Building Exemption. Upon future subdivision the applicant at that time will be subject to the currently adopted Workforce Housing regulations.
7. The applicant shall revise the site plan and floor plan to provide pedestrian access from the parking/garage area to the northwestern most unit on the ground level.
8. The applicant shall pave the alley to the satisfaction of the Public Works department as stated in the department reviews.

SUGGESTED MOTIONS

Item A: Based upon the findings as presented in the staff report and as made by the applicant for Item P17-200, I move to make findings 1-5 as set forth in Section 8.3.1.C (Sketch Plan) of the Land Development Regulations relating 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, and to **approve** a Sketch Plan to allow a 20-unit apartment complex for the properties addressed at 640 & 650 S. Glenwood Street, subject to the Land Development Regulations, the departmental reviews attached hereto and the following conditions of approval:

1. The applicant shall provide a signage and striping plan for on-site parking identifying which spaces belong to which unit. In addition, 3-4 of the on-site spaces shall be designated as guest parking spaces.
2. The applicant shall design the sidewalks and street landscaping on the east side of South Glenwood to Snow King Avenue to meet the guidelines for pedestrian frontages in the Community Streets Plan and as noted in this staff report. This includes a 5' attached landscape strip with approved tree plantings properly spaced and 6' detached sidewalk.
3. The applicant shall either install a barrier/fence along the alley parking spaces OR shall revise the parking space dimensions so that they are at minimum 22 feet deep.
4. At the time of Development Plan submittal the applicant shall provide a stamped landscape plan prepared by a licensed Wyoming landscape architect with 23 plants units and cost breakdown. The plan shall locate most of the landscaping in the front of the building but also incorporate planting along both the north and south setback areas.

5. The applicant shall provide a Traffic Analysis & vehicle movement plan consistent with Engineering Department's comments in the department reviews.
6. This approval is subject to Section 7.4.2.D.13 Apartment Building Exemption. Upon future subdivision the applicant at that time will be subject to the currently adopted Workforce Housing regulations.
7. The applicant shall revise the site plan and floor plan to provide pedestrian access from the parking/garage area to the northwestern most unit on the ground level.
8. The applicant shall pave the alley to the satisfaction of the Public Works department as stated in the department reviews.

Item B: Based upon the findings as presented in the staff report and as made by the applicant for Item P17-201, I move to make findings 1-5 as set forth in Section 8.7.3 (PUD) of the Land Development Regulations relating 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, and to **approve** a UR-PUD to allow a 20-unit apartment complex for the properties addressed at 640 & 650 S. Glenwood Street, subject to the Land Development Regulations and the departmental reviews attached hereto.



PLANNING PERMIT APPLICATION
Planning & Building Department
Planning Division

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

For Office Use Only		
Fees Paid _____		
Check # _____	Credit Card _____	Cash _____
Application #s _____		

PROJECT.

Name/Description: South Glenwood Townhomes
Physical Address: 640/650 S Glenwood
Lot, Subdivision: Lots 4,5,6,7 Blk 4 Plat 128 PIDN: 22-41-16-1-38-006/001

OWNER.

Name: Base Camp LLC Phone: _____
Mailing Address: PO Box 87 Cheyenne, WY ZIP: 82001
E-mail: ENash@lrw-law.com

APPLICANT/AGENT.

Name: Greg Prugh/Prugh Real Estate Phone: 307.413.2468
Mailing Address: PO Box 3274 Jackson, WY ZIP: 83001
E-mail: g@prugh.com

DESIGNATED PRIMARY CONTACT.

____ Owner ☒ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; see Fee Schedule for applicable fees.

Use Permit

☒ Basic Use
____ Conditional Use
____ Special Use

Physical Development

☒ Sketch Plan
____ Development Plan

Interpretations

____ Formal Interpretation
____ Zoning Compliance Verification

Relief from the LDRs

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

Development Option/Subdivision

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

Amendments to the LDRs

☒ LDR Text Amendment
☒ Zoning Map Amendment
☒ Planned Unit Development

PRE-SUBMITTAL STEPS. Pre-submittal steps, such as a pre-application conference, environmental analysis, or neighborhood meeting, are required before application submittal for some application types. See Section 8.1.5, Summary of Procedures, for requirements applicable to your application package. If a pre-submittal step is required, please provide the information below. If you need assistance locating the project number or other information related to a pre-submittal step, contact the Planning Department. If this application is amending a previous approval, indicate the original permit number.

Pre-application Conference #: _____ Environmental Analysis #: _____
Original Permit #: _____ Date of Neighborhood Meeting: _____

SUBMITTAL REQUIREMENTS. Twelve (12) hard copies and one (1) digital copy of the application package (this form, plus all applicable attachments) should be submitted to the Planning Department.. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant.

Have you attached the following?

- _____ **Application Fee.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.
- _____ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.
- _____ **Response to Submittal Checklist.** All applications require response to applicable review standards. These standards are outlined on the Submittal Checklists for each application type. If a pre-application conference is held, the Submittal Checklists will be provided at the conference. If no pre-application conference is required, please see the Administrative Manual for the applicable Checklists. The checklist is intended as a reference to assist you in submitting a sufficient application; submitting a copy of the checklist itself is not required.

FORMAT.

The main component of any application is demonstration of compliance with all applicable Land Development Regulations (LDRs) and Resolutions. The submittal checklists are intended to identify applicable LDR standards and to outline the information that must be submitted to sufficiently address compliance with those standards.

For some submittal components, minimum standards and formatting requirements have been established. Those are referenced on the checklists where applicable. For all other submittal components, the applicant may choose to make use of narrative statements, maps, drawings, plans and specifications, tables and/or calculations to best demonstrate compliance with a particular standard.

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

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

Signature of Owner or Authorized Applicant/Agent

Greg Prugh/Prugh Real Estate

Name Printed

10/27/17

Date

Owner/Agent

Title

Teton County Planning and Development
200 S. Willow, P.O. Box 1727
Jackson, WY 83001
Phone (307)733-7030 Fax (307) 739-9208



LETTER OF AUTHORIZATION BY OWNER

THE LETTER OF AUTHORIZATION IS TO BE SUBMITTED ONLY IF THE APPLICANT/AGENT IS NOT THE RECORDED OWNER OF THE PROPERTY. THE RECORDED OWNER MUST SIGN THE LETTER OF AUTHORIZATION AND HAVE IT NOTARIZED.

OWNER, CO-OWNER, OR CORPORATE OWNER:

Name: Basecamp LLC
Physical Address of Property: 1640 / 1650 South Glenwood, Jackson 83001
Mailing Address: PO Box 87 Cheyenne, WY
Zip code: 82001 Phone: 307 734 1908
Email: enash@lrw-law.com

AGENT OR CONTRACTOR: (If authorizing Agent and Contractor, fill out a form for each)

Name: Greg Prugh / Prugh Real Estate
Mailing Address: PO Box 3274 Jackson WY
Zip code: 8300 Phone: 307-733-9888 / 307-413-2468
Email: g@prugh.com

Owner, Co-Owner, or Corporate Owner, ("Owner") which property is specifically described as Lots 4, 5, 6, 7 BLK 4 Second Harms Addition Plat 128 hereby authorizes Agent or Contractor, as stated above, to represent and/or act for Owner in making application for, receiving, and accepting on Owner's behalf, any permits or other action by the Teton County Commissioners, Planning and Development, Building, and/or Engineering Departments relating to Owner's Property in Teton County, and the modification, development, planning, platting, replatting, improvements, use or occupancy of land, or energy mitigation in Teton County. Owner acknowledges and agrees to be bound and must abide by the written terms or conditions of issuance of any such named Agent or Contractor, whether actually delivered to Owner or not. Owner agrees that no modification, development, planning, platting or replatting, improvements, use or occupancy of land, or energy mitigation involved in any application, as it relates to Owner's Property, shall take place until approved by the appropriate official(s) of Teton County, in accordance with all applicable codes and regulations. Owner agrees to pay any fines and/or mitigation fees to Teton County and will be liable for any other penalties arising out of the failure to comply with the terms of any permit or arising out of any violation of the applicable laws, codes, and/or regulations applicable to the action sought to be permitted by the application authorized herein. Owner agrees and authorizes Agent or Contractor to pay any fines and/or mitigation fees to Teton County and for the Agent or Contractor to accept and receive any reimbursement or fee payments due to Owner from Teton County, including but not limited to energy mitigation fees.

Under penalty of perjury, the undersigned swears that the foregoing is true and correct, and if signing on behalf of co-owners, multiple owners, corporation, partnership, limited liability company, or other entity, the undersigned hereby swears that this authorization is given, to the full extent required, with the necessary and appropriate approval, which authorizes the undersigned to act on behalf of such entity and/or owners.

OWNER, CO-OWNER, CORPORATE OWNER:

Print Name: Erika M. NASH

Signature: *Erika M. Nash*

Title: Special Limited manager Agent

STATE OF Wyoming

COUNTY OF Teton

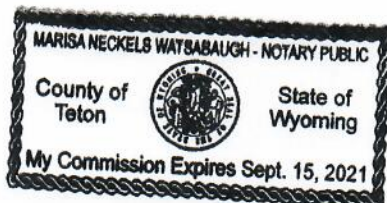
SS.

Subscribed and sworn to before me by Erika M Nash this
14th day of August, 2018.

WITNESS my hand and official seal.

Marisa J. Watsbaugh
Notary Public

My commission expires: 09.15.2021



South Glenwood Apartments

Sketch Plan Submittal
640-650 South Glenwood St
Jackson, WY 83001

August 9, 2018

Please see the attached Sketch Plan (SKC), Planned Unit Development (PUD), Zoning Map Amendment (ZMA), LDR Text Amendment (AMD) and Basic Use Permit (BUP). Base Camp, LLC applied for a Pre-Application for 640-650 South Glenwood Street in March 2017 and completed the Pre-App Meeting in May 2017 with Bob Nevins at the Town of Jackson. In October 2017 a full Sketch Plan package was submitted for review. In February 2018 the Planning & Zoning Commission held a meeting to discuss a height variance. At that time the motion was deferred. Now, in August 2018 Base Camp, LLC is submitting a revised Sketch Plan package which withdraws the previous administrative adjustments & variances that were being sought.

Notable changes between this submission and the October 2017 submission are: this proposal is for one building rather than three buildings; the number of parking spaces has been increased by three; the LSR has been increased to comply with the LDRs; the sidewalk includes ToJ-recommended landscape buffers; and the overall height has been lowered from 40'-0" to 35'-0".

Downtown Workforce Housing

Base Camp, LLC proposes 20 rental apartment units. Owner will maintain leases on all units to be used for long-term workforce housing. There are four unit types; 4 studios of 400 sqft, 2 one-bedrooms of 575 sqft, 11 two-bedrooms of 725-800 sqft, and 3 three-bedrooms of 975-1125 sqft. Each unit will have a stackable washer/dryer. There are three ADA accessible units.

Design Development

As part of this sketch plan, first iteration designs are conceptual. The project is a one story volume that supports three distinct, two-story volumes above it. This approach accommodates a generous amount of interior parking, while keeping with smaller scale of the surrounding neighborhood. The design includes recessed balconies and entryways that face the street, and sloping roofs that reference the context, reduce the perceived scale of the buildings, and open the possibility of utilizing solar panels (which are being considered for this project). The highest point of the roofs are at the 35'-0" as-of-right height.

Large glass windows, high ceilings, glass doors, and natural landscaping will offer opportunity for social interaction but with private indoor spaces. Applicant understands that further supplemental design and 3D models will be important and will provide these to your office as design develops. The exterior materials would be consistent with low maintenance applications including glass, metal, wood and concrete.

FAR/LSR/Lot Coverage

The gross site area is 26,845 sqft. The adjusted site area is 25,136 sqft. The total FAR allowable under UR zoning for this site allows 16,338 sf (.65 FAR). This project is currently 16,338 sqft. The LSR required is 7,541 sqft (30%), the project LSR is 7,541 sqft (30%). The lot coverage allowed is 12,568 sqft (50%). The project lot coverage is 8,014 sqft or 32%.

Landscaping

Applicant proposed a minimum of 22 plant units which conform to current requirements. Applicant would provide exterior trash, lit bike parking, and sidewalks.

Parking

Applicant proposes 34 parking spots, 1.7 per unit. 17 of these will be spots in a surface lot, and 17 will be split between a mixture of duplex and single-car garages. Tenants will sign leases guaranteeing there is only one car per studio & one-bedroom unit and two cars per two & three-bedroom units. Guest parking would occur on the street. In this case, all parking would be shielded from the street and accessed from the driveway. Tenants would be encouraged to use public transportation, bikes and ride-sharing.

School Exactions

Base Camp, LLC proposes a net increase of 18 units. The calculation is as follows: 18 units X .015 = .27 (land dedication) X \$100K = \$27,000.

Park Exactions

Base Camp, LLC proposes the above person count of 44 with credits for a 3 and 4 bedroom currently on-site. Therefore a net increase of 33.25 persons X (9/1000) X \$100,000 = \$33,525.

Affordable Housing Mitigation

Base Camp, LLC proposes to provide all units as non-deed restricted workforce apartments. Based on the new rules created for housing over 20 units, this property will be self-mitigating and will not need affordable housing mitigation, as these units are inherently work-force housing.

Community Neighborhood Meeting

Applicant held a community meeting at Bin 22 on August 3, 2017 at 5:30PM. A letter was sent

to all owners within a 200 foot radius of the property. Approximately 10 neighbors attended the meeting.

Findings for Sketch Plan Approval (SKC)

Pursuant to Section 8.3.1, Applicant finds that this project is:

1. **Consistent with the desired future character described the TC Comprehensive plan**—The goal of this project is to provide new, downtown workforce housing within walking distance to the post office, Center, Snow King, restaurants and services. There is no better location for this project in town for dense housing. With the goal of providing 65% of our workforce in downtown, there is a need to innovate and this redevelopment area makes sense.
2. **Not located in the NRO/SRO area**—not applicable.
3. **Not a significant impact on the public facilities and services**—Project would be located within walking distance of services and transportation and currently houses a blighted concrete block home and cabin.
4. **In compliance with all relevant standards of the LDRs and other Town ordinances**—Applicant finds that an apartment project falls within compliance of the standards of the LDRs and Town ordinances.
5. **In substantial conformance with all standards or conditions of any prior applicable permits/approvals**—Applicant received UR zoning in December 2014. This application is in conformance with this zoning district.

Findings for Planned Unit Development Approval (PUD)

Pursuant to Section 8.7.3, Applicant finds that the PUD is the right tool to:

1. **Enhance the implementation of the desired future character of the land of the proposal beyond what could be achieved with base zoning**—The goal of this project is to provide new, downtown workforce housing within walking distance to the post office, Center, Snow King, restaurants and services. There is no better location for this project in town for dense housing. With the goal of providing 65% of our workforce in downtown, there is a need to innovate and this redevelopment area makes sense.
2. **Achieve the purpose and intent of the special purpose zones**—This zone is an ideal location for apartments with access to transportation and future density. What was once a single family neighborhood is now home to a Brew Pub, Marriott, Center for the Arts, trailer park, 2-4plex apartment units and offices.
3. **Provide nor amending current PUDs**—not applicable.
4. **Meet the findings for an LDR text amendment**—A PUD allows parking, height and development calculations basic flexibility not provided by normal by-right development. This location is important to create innovative workforce house from the private sector which adhere to the nature and fabric of the surrounding community.
5. **Meet the findings for a Zoning map amendment**—See below.

Findings for LDR Text Amendment Approval (AMD)

Pursuant to Section 8.7.1C, Applicant finds that amending the LDRs is:

1. **Consistent with the purposes of the LDRs**—The LDRs are encouraging downtown workforce housing. This area is the ideal location based on its proximity to restaurants, Center, Snow King, services and public transporta-

tion. The flexibility afforded by a text amendment and PUD improves the area and offers a win-win situation for government, neighbors, workers, and businesses.

2. Improving the consistency of the LDRs—This project will lead the way for a more consistent use pattern in this zoning district as well as this region of town.

3. Providing flexibility which define desired character—Our goal is to provide walk-able, user friendly housing in downtown Jackson. This area as well as other areas in downtown Jackson need to provide flexibility to create better spaces for our workforce.

4. Necessary to address changing conditions—This area is continuing to change, as well as our shortage of reliable rental housing. This project will address that need.

5. Improving the TC Comprehensive Plan—Applicant finds that new apartments in the core of downtown Jackson will improve the TC Comprehensive Plan and encourage others to create housing in the urban core.

6. Consistent with other Town Ordinance—Applicant finds consistency.

Findings for Zoning Map Amendment Approval (ZMA)

Pursuant to Section 8.7.2, Applicant finds that the proposed amendment is:

1. Consistent with the purposes of the LDRs—The purpose of the LDRs to create cohesive neighborhoods in downtown Jackson that will achieve workforce house goals through effective zoning and planning tools. This particular area is changing is in particular need of redevelopment which will enhance the character of the neighborhood.

2. Improving upon the desired future character defined in TC Comprehensive Plan—This project will lead the way for a more consistent use pattern in this zoning district as well as this region of town.

3. Necessary to address changing conditions—This area is continuing to change, as well as our shortage of reliable rental housing. This project will address that need.

4. Consistent with other adopted town ordinances—Applicant finds consistency including the new ordinance for 20 unit apartment buildings.

Findings for Basic Use Permit Approval (BUP)

Pursuant to Section 8.4, Applicant finds that this proposal:

1. Complies with the use specific standards of Division 6.1—The use in this zone is best potentially utilized as residential apartment workforce housing located on bus lines within walking distance to the Center of the Arts, downtown Jackson, movie theaters, restaurants, parking garage, Brew Pub and post office.

2. Complies with all other relevant standards of these LDRs and town ordinances—Applicant finds apartments are consistent with the standards set forth by the LDRs and town ordinances.

3. Is in substantial conformance with all standards or conditions of prior approvals—Not applicable.



SOUTH GLENWOOD APARTMENTS

SKETCH PLAN SUBMITTAL
640-650 SOUTH GLENWOOD ST
JACKSON, WYOMING 83001

MERGE ARCHITECTS INC
332 CONGRESS ST, FLOOR 6
BOSTON, MA 02210
T: (617) 670-0265

A0.1	COVER SHEET
A0.2	SITE LOCATION
A1.1	SITE PLAN & LANDSCAPE
A2.1	LEVEL 1 PLAN
A2.2	LEVEL 2 PLAN
A2.3	LEVEL 3 PLAN
A3.1	BUILDING ELEVATIONS
A3.2	BUILDING ELEVATIONS
C1.0	EXISTING SITE PLAN
C2.0	CIVIL SITE PLAN

MERGEARCHITECTS^{inc}
SOUTH GLENWOOD APARTMENTS
640-650 SOUTH GLENWOOD ST
JACKSON, WY 83001

ORIGINAL	10/10/17
REVISION	08/03/18

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JOB NO.	17261
SCALE	
DATE	08/03/18

DRAWING TITLE
COVER SHEET

SHEET NO.
A0.1



REGISTRATION

OWNER

BASE CAMP LLC C/O
COHEN & ASSOCIATES LLC
49 RICHMONDVILLE AVE, SUITE 105
WESTPORT, CT 06880
(203) 227-2390

ARCHITECT

MERGE ARCHITECTS, INC.
332 CONGRESS ST, FLOOR 6
BOSTON, MA 02210
(617) 670-0265
MERGEARCHITECTS.COM

MERGEARCHITECTS inc

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JACKSON, WY 83001

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JOB NO.	17261
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SCALE	1" = 100'-0"
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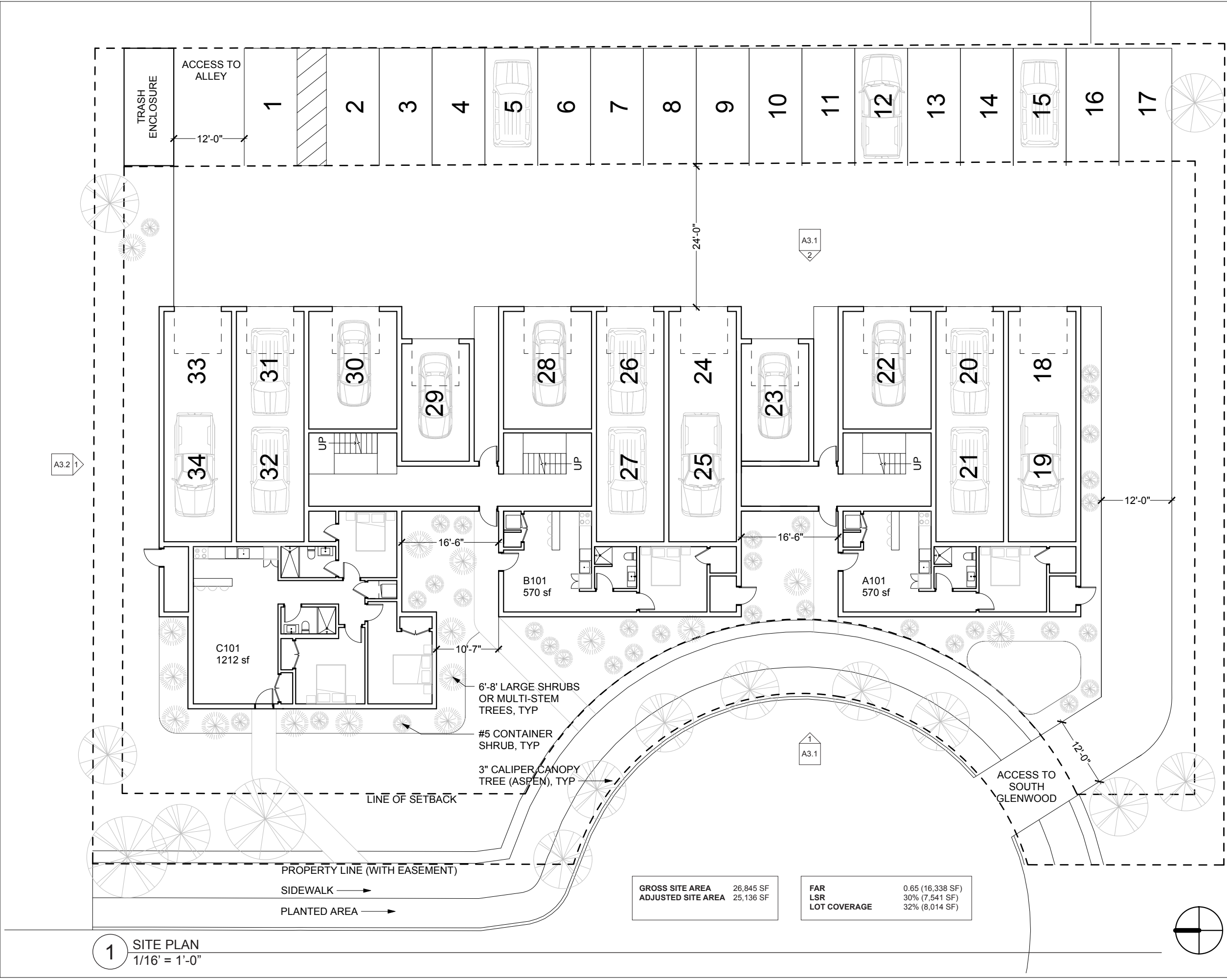
DATE	08/03/18
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DRAWING TITLE

SITE LOCATION

SHEET NO.

A0.2



REGISTRATION

OWNER

BASE CAMP LLC C/O
COHEN & ASSOCIATES LLC
49 RICHMONDVILLE AVE, SUITE 105
WESTPORT, CT 06880
(203) 227-2390

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JOB NO. 17261

SCALE

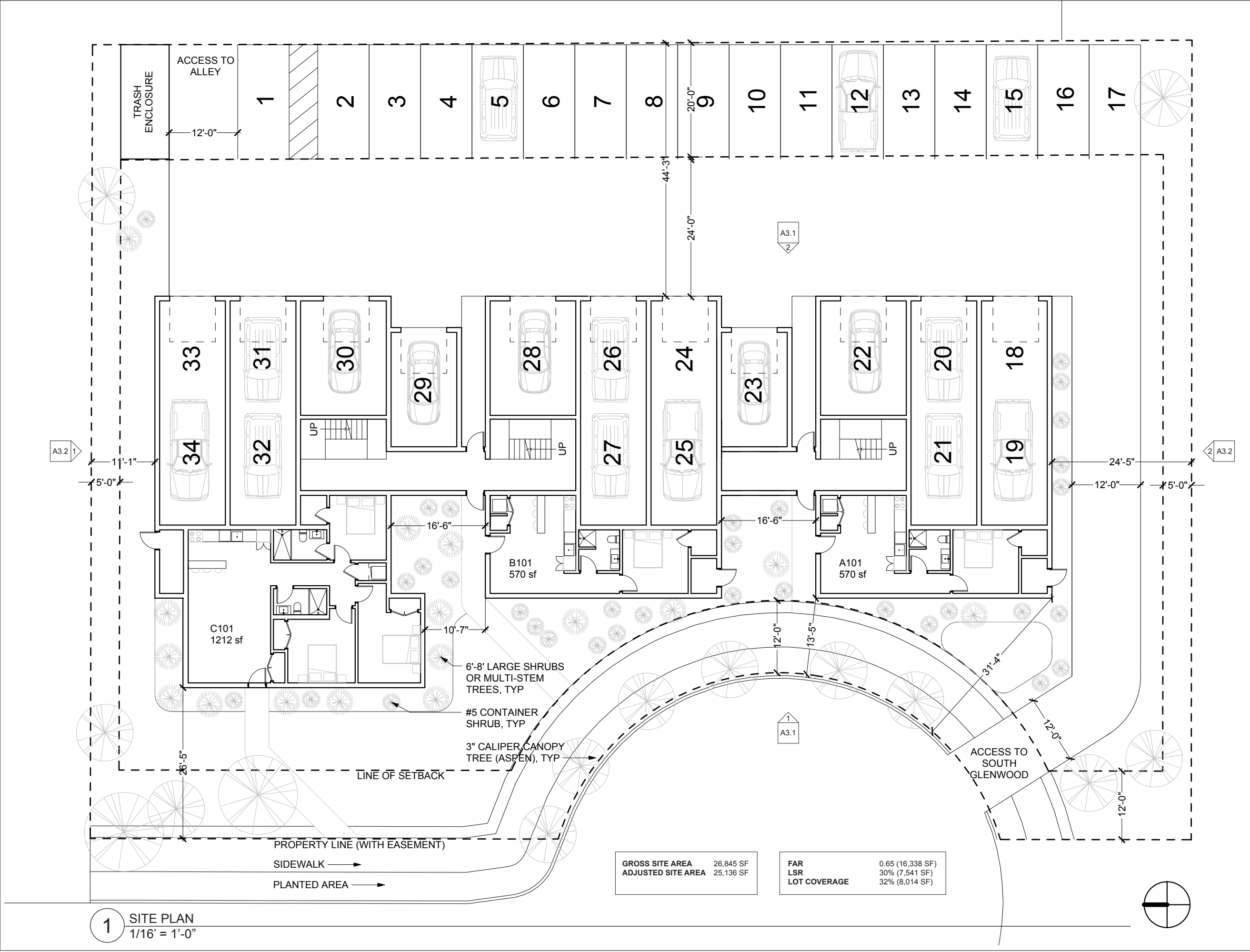
DATE 08/03/18

DRAWING TITLE

**SITE PLAN &
LANDSCAPE**

SHEET NO.

A1.1



REGISTRATION

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JOB NO. 17261

SCALE

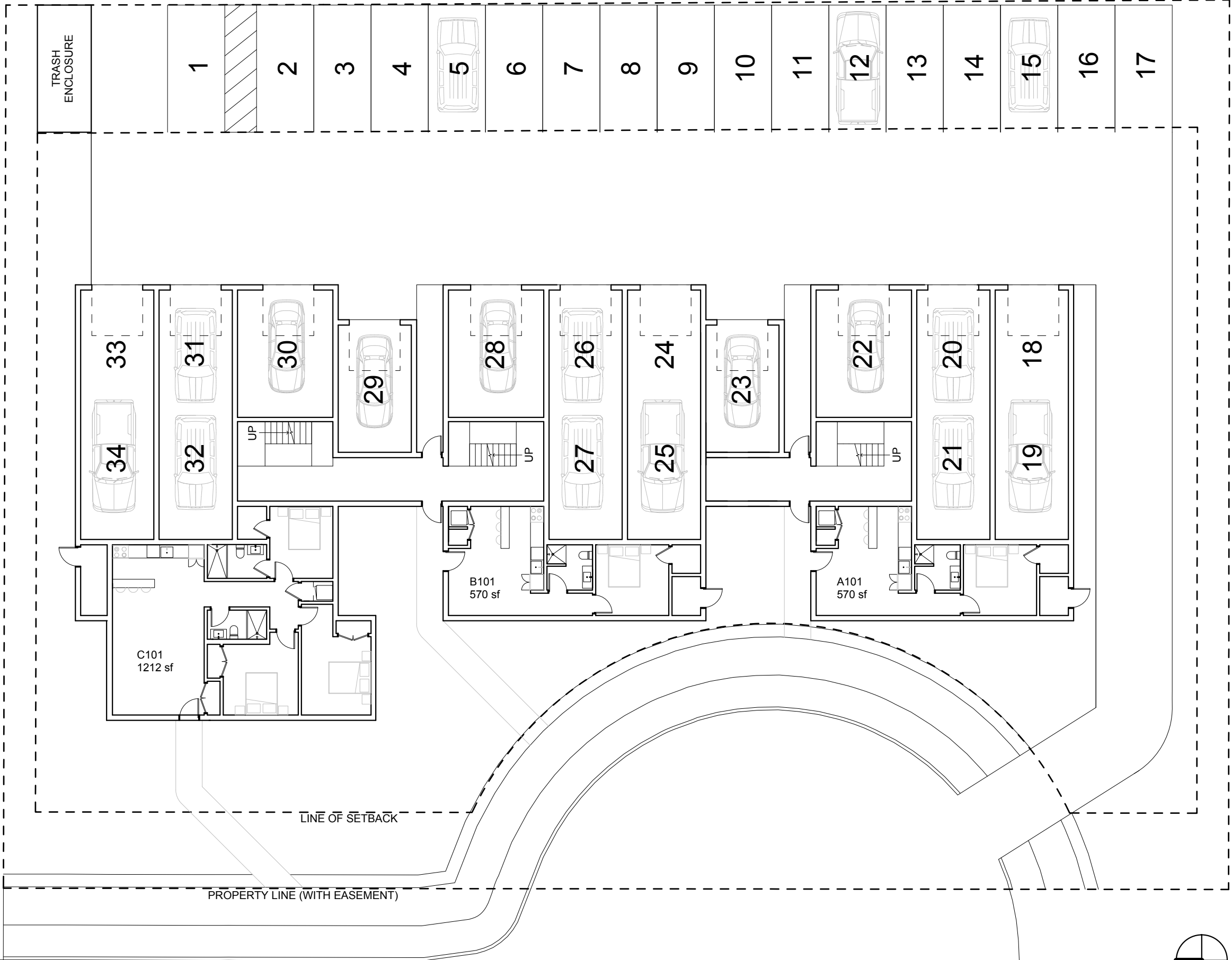
DATE 08/03/18

DRAWING TITLE

SITE PLAN &
LANDSCAPE

SHEET NO.

A1.1



1 LEVEL 1 PLAN
1/16" = 1'-0"

REGISTRATION

OWNER

BASE CAMP LLC C/O
COHEN & ASSOCIATES LLC
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JOB NO. 17261

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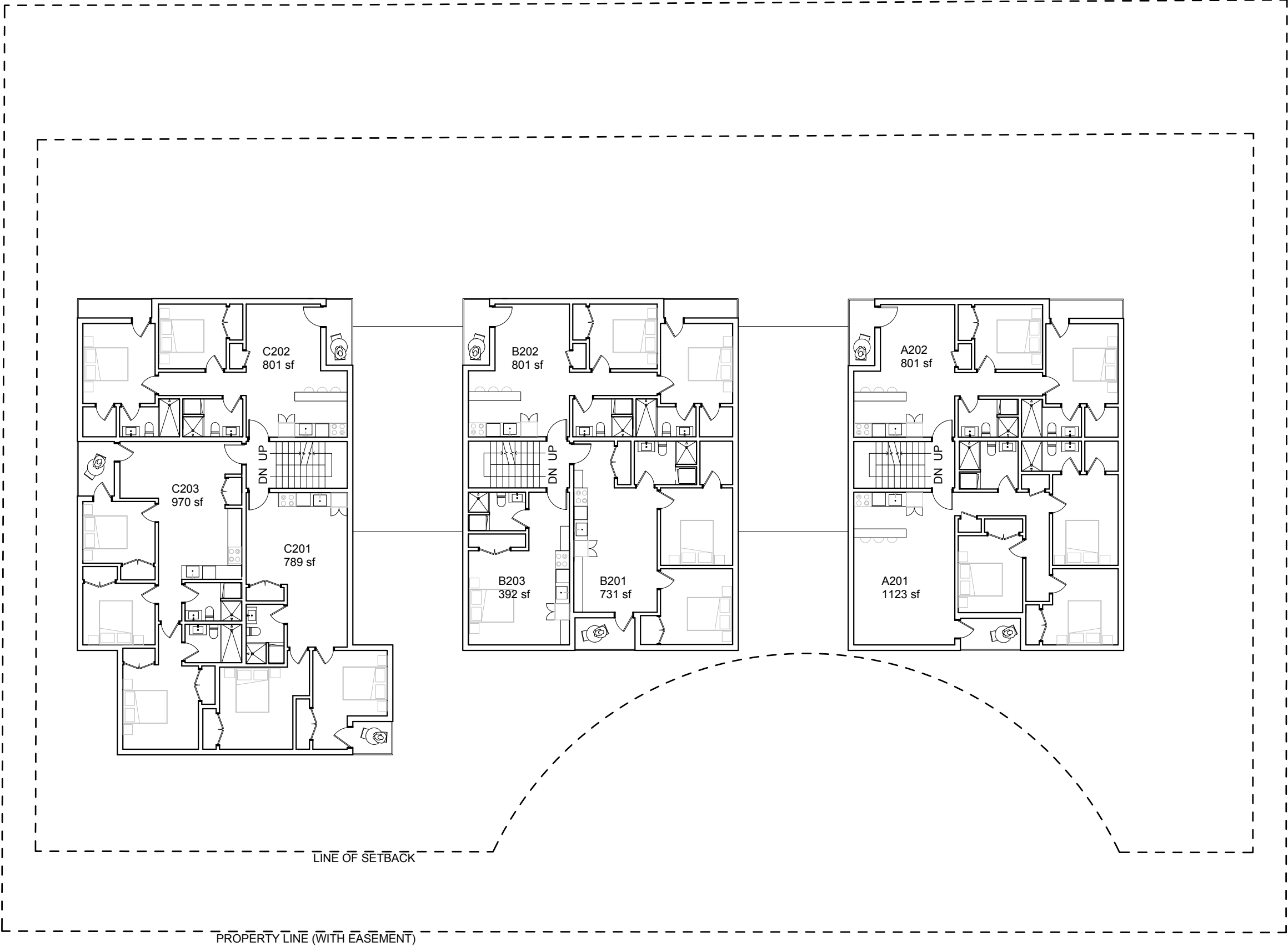
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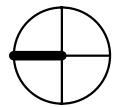
LEVEL 1 PLAN

SHEET NO.

A2.1



1 LEVEL 2 PLAN
1/16" = 1'-0"



REGISTRATION

OWNER

BASE CAMP LLC C/O
COHEN & ASSOCIATES LLC
49 RICHMONDVILLE AVE., SUITE 105
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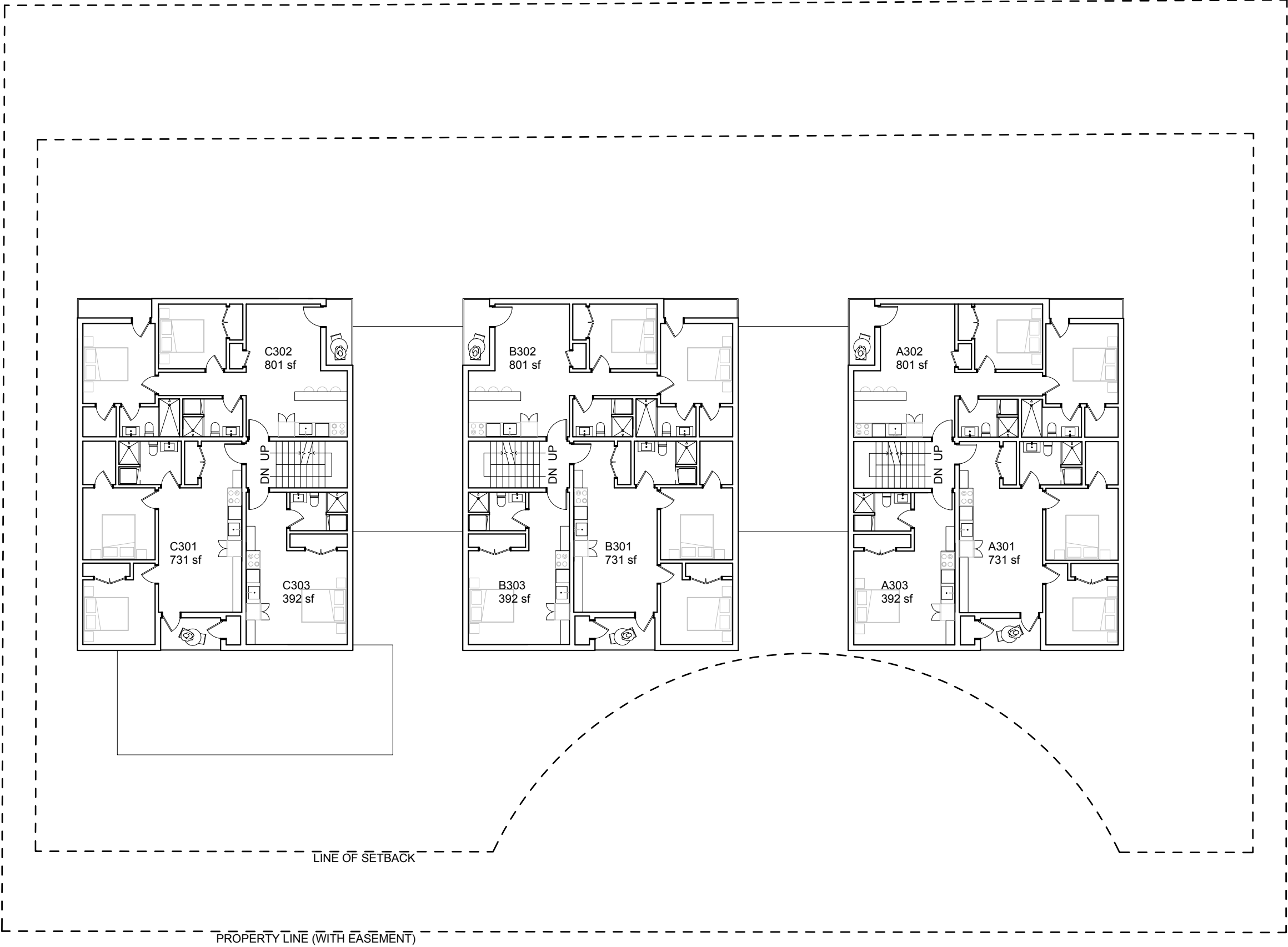
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SCALE	
DATE	08/03/18

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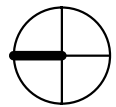
LEVEL 2 PLAN

SHEET NO.

A2.2



1 LEVEL 3 PLAN
1/16" = 1'-0"



REGISTRATION

OWNER

BASE CAMP LLC C/O
COHEN & ASSOCIATES LLC
49 RICHMONDVILLE AVE., SUITE 105
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JOB NO.	17261
SCALE	
DATE	08/03/18

DRAWING TITLE

LEVEL 3 PLAN

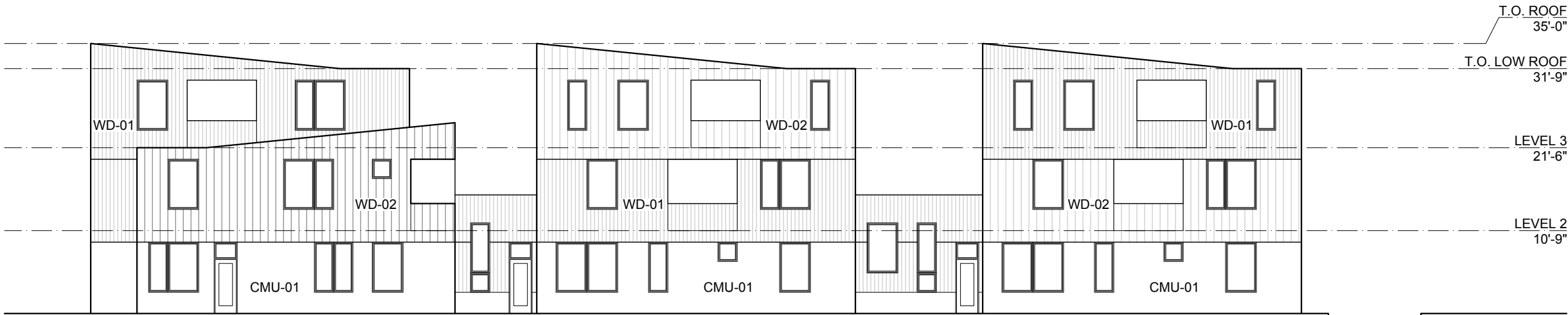
SHEET NO.

A2.3

KEY	DESCRIP.	PRODUCT	SIZE	FINISH / COLOR / ETC	NOTES
CMU-01	Concrete Masonry Unit	Split Face Block	Standard Module	TBD	Considering Cast-In-Place Concrete and Block
WD-01	Cedar	Shiplap Siding	4" Wide Face	1 Coat of Full-Char Wood Stain & 1 Coat of Half-Char Wood Stain	
WD-02	Cedar	Shiplap Siding	6" Wide Face	1 Coat of Full-Char Wood Stain & 1 Coat of Half-Char Wood Stain	



2 EAST ELEVATION
1/16" = 1'-0"



1 WEST ELEVATION
1/16" = 1'-0"

REGISTRATION

OWNER

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COHEN & ASSOCIATES LLC
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JOB NO. 17261

SCALE 1/16" = 1'-0"

DATE 08/03/18

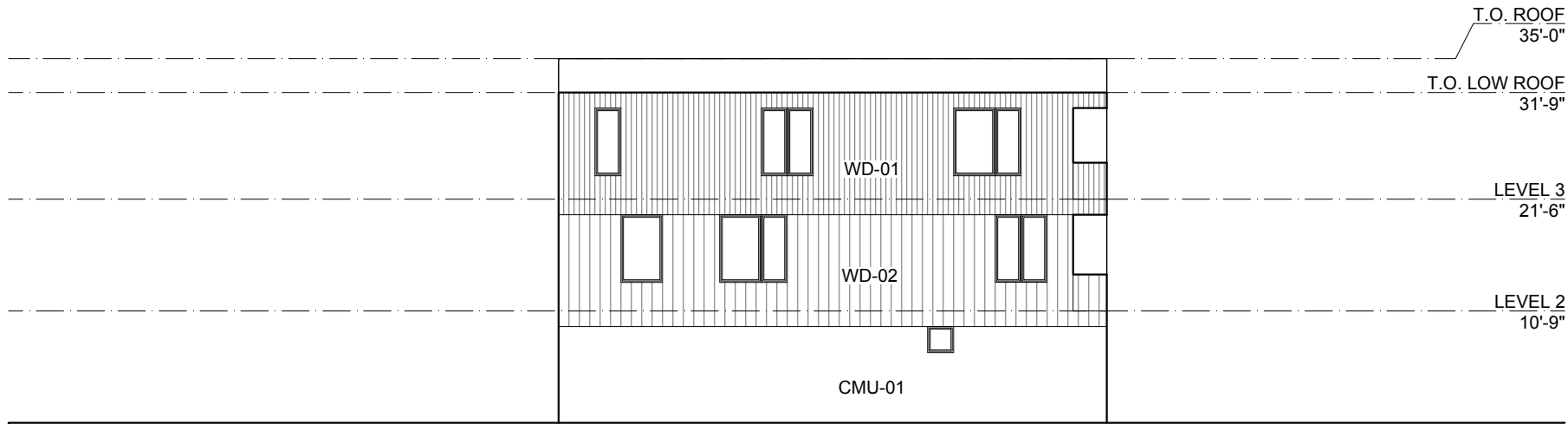
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BUILDING
ELEVATIONS

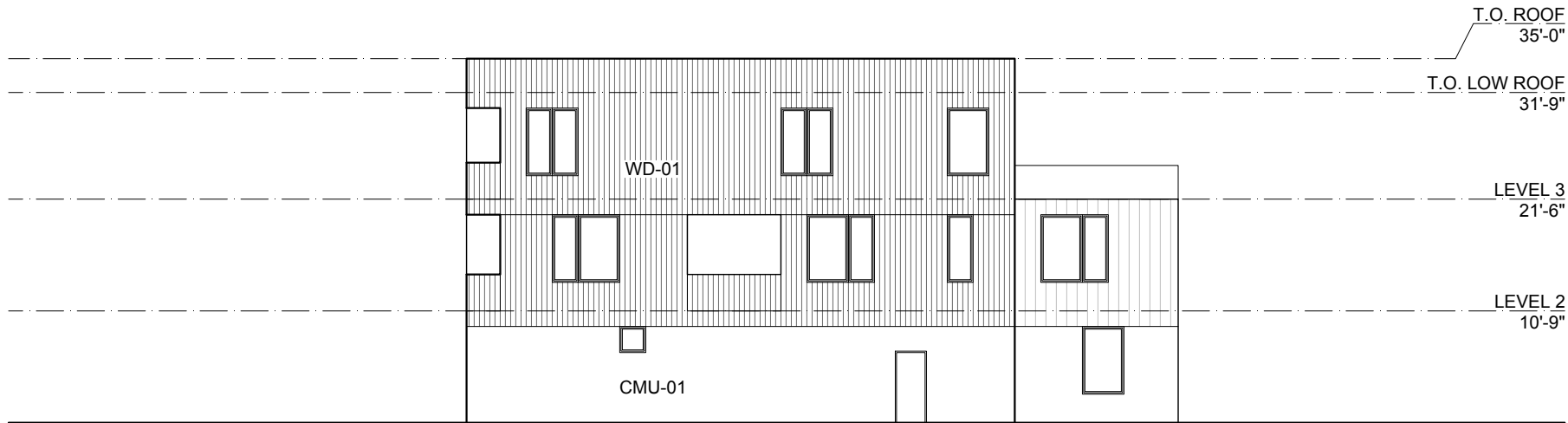
SHEET NO.

A3.1

KEY	DESCRIP.	PRODUCT	SIZE	FINISH / COLOR / ETC	NOTES
CMU-01	Concrete Masonry Unit	Split Face Block	Standard Module	TBD	Considering Cast-In-Place Concrete and Block
WD-01	Cedar	Shiplap Siding	4" Wide Face	1 Coat of Full-Char Wood Stain & 1 Coat of Half-Char Wood Stain	
WD-02	Cedar	Shiplap Siding	6" Wide Face	1 Coat of Full-Char Wood Stain & 1 Coat of Half-Char Wood Stain	



2 SOUTH ELEVATION
1/16" = 1'-0"



1 NORTH ELEVATION
1/16" = 1'-0"

REGISTRATION

OWNER

BASE CAMP LLC C/O
COHEN & ASSOCIATES LLC
49 RICHMONDVILLE AVE., SUITE 105
WESTPORT, CT 06880
(203) 227-2390

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JOB NO. 17261

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DATE 08/03/18

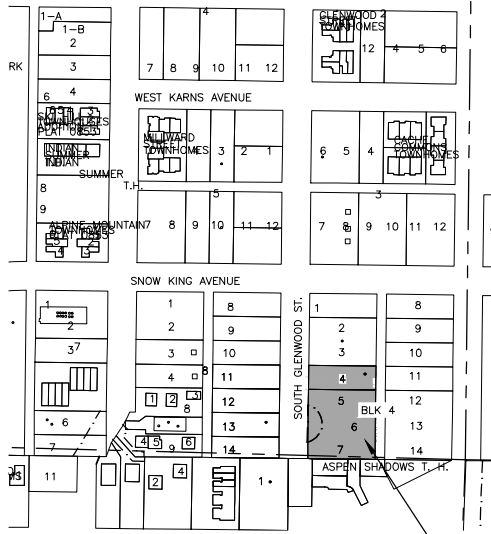
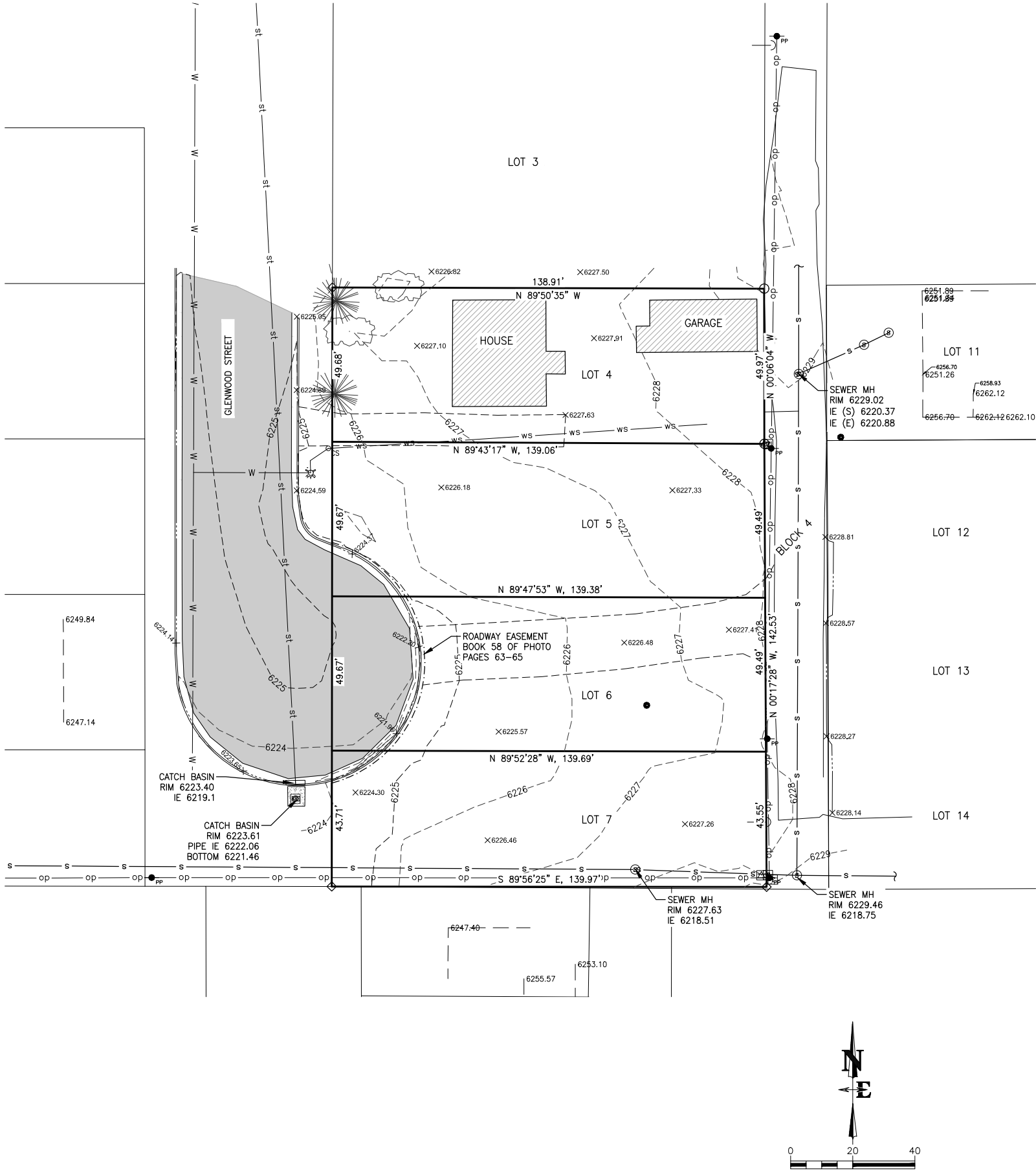
DRAWING TITLE

BUILDING
ELEVATIONS

SHEET NO.

A3.2

S:\Projects\2017\093-02 640 & 650 S Glenwood - Survey\19 - Shee Construction\Drawings\17-093-02\Locals.dwg (2/23/24 or 11/17) - Aug 04 2017 11:47:04 am PLotted by: hordner DWG PLOT: 210



ZONED- AR (AUTO-URBAN)
SEE TOWN OF JACKSON REGULATIONS
FOR ALL SETBACK AND DEVELOPMENT
STANDARD INFORMATION

SETBACKS:
DETACHED SINGLE FAMILY
STREET - 20 FEET
SIDE - 10 FEET
REAR - 30 FEET
WITH ATTACHED ACCESSORY UNIT
STREET - 20 FEET
SIDE - 10 FEET
REAR - 20 FEET
DETACHED ACCESSORY STRUCTURE
STREET - 20 FEET
SIDE - 10 FEET
REAR - 30 FEET

- LEGEND
- = PROPERTY LINE
 - - - - - = EASEMENT LINE
 - - - - - = EDGE OF GAVEL
 - ▬ = PAVED STREET
 - st — = STORM SEWER LINE TOWN OF JACKSON GIS
 - W — = WATER LINE PER TOWN OF JACKSON GIS
 - ws — ws — = WATER SERVICE LINE PER TOWN OF JACKSON GIS
 - op — op — = OVERHEAD POWER LINE
 - s — s — = SANITARY SEWER LINE
 - = FENCE LINE
 - = TOP BACK OF CURB AND FLOW LINE
 - = CENTERLINE OF ROAD
 - PP = POWER POLE
 - = ELECTRIC TRANSFORMER
 - = TELEPHONE PEDESTAL
 - = CATCH BASIN
 - = FIRE HYDRANT
 - CS = CURB STOP
 - ◇ = REBAR AND CAP
 - ⊙ = NELSON REBAR AND CAP
 - = PIPE
 - x6228.5 = SPOT ELEVATION
 - ☼ = PINE TREE
 - ☼ = COTTONWOOD TREE

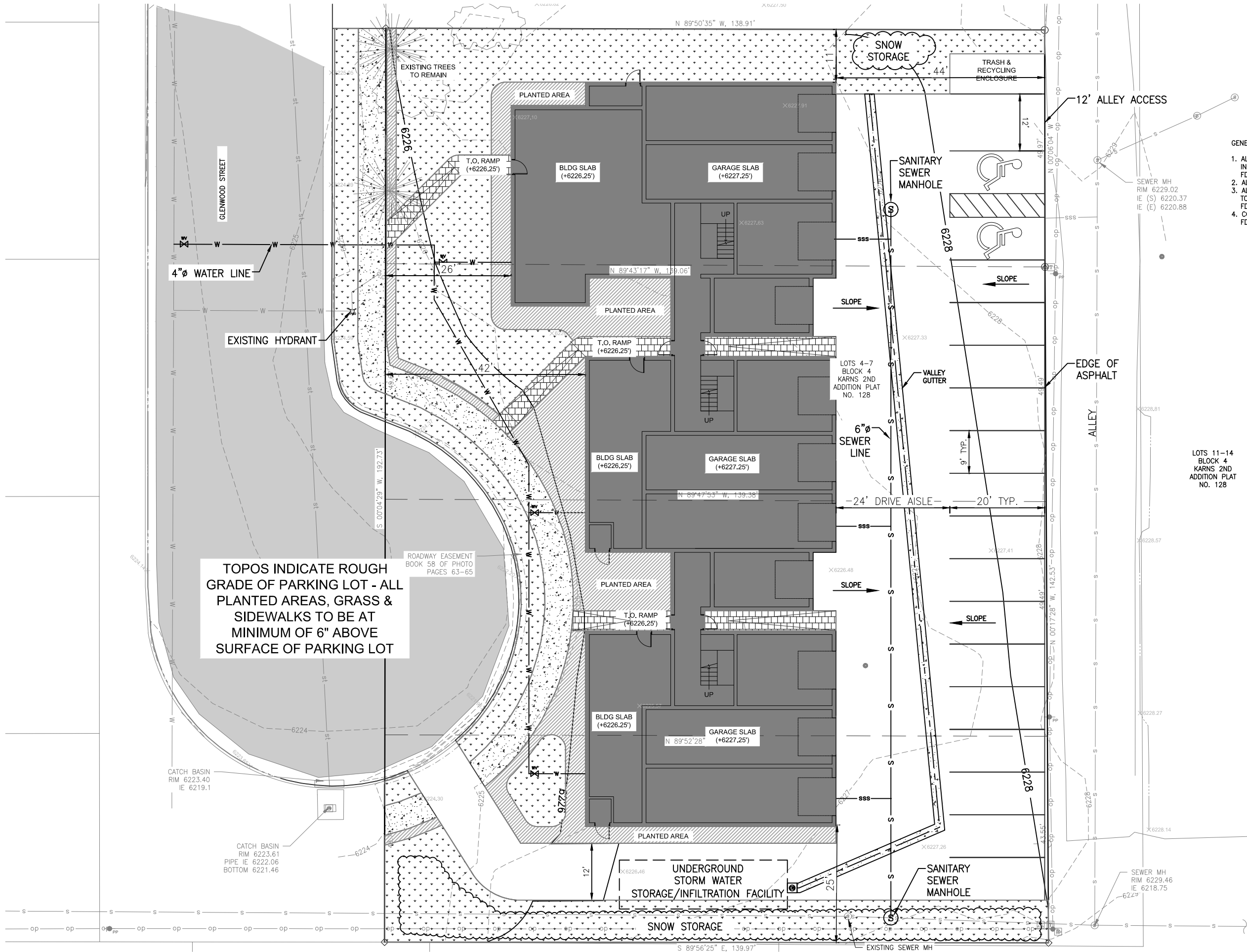
DATE	8/3/2017	REV.
SURVEYED	NE	
ENGINEERED	WY-DK/SK	
DRAWN	CHECKED	
	APPROVED	

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

DRAWING TITLE
EXISTING SITE PLAN

JOB TITLE
LAMB SITE PLAN
650 GLENWOOD STREET
LOTS 4, 5, 6, 7, BLK 4, KARNS 2ND

DRAWING NO
1
JOB NO
17-093-02



TOPOS INDICATE ROUGH GRADE OF PARKING LOT - ALL PLANTED AREAS, GRASS & SIDEWALKS TO BE AT MINIMUM OF 6" ABOVE SURFACE OF PARKING LOT

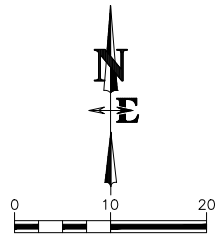
GENERAL NOTES:

1. ALL GRADING, UTILITY CONNECTIONS, AND STORMWATER INFRASTRUCTURE SHOWN TO BE FINALIZED DURING THE FDP PROCESS.
2. ALL WIRE UTILITIES WILL BE BURIED.
3. ALL PROPOSED WORK WITHIN TOJ RIGHT-OF-WAY TO BE COORDINATED WITH TOWN STAFF DURING THE FDP PROCESS.
4. CONSTRUCTION STAGING PLAN TO BE INCLUDED WITH FDP SUBMITTAL.

DESIGN LEGEND

- [Pattern] = PLANTED AREA
- [Pattern] = GRASS
- [Pattern] = SIDEWALK
- W = 4"Ø WATER LINE
- S = 6"Ø SANITARY SEWER LINE
- sss = SEWER SERVICE LINE
- = EXISTING LOT LINE
- = DESIGN CONTOUR
- [Symbol] = INLET
- [Symbol] = WATER VALVE
- [Symbol] = SEWER MANHOLE

LOTS 11-14
BLOCK 4
KARNS 2ND
ADDITION PLAT
NO. 128



DRAWING NO	JOB TITLE	DRAWING TITLE	DATE					REV	DATE
			SURVEYED	ENGINEERED	DRAWN	CHECKED	APPROVED		
1	BASE CAMP LLC	SKETCH PLAN SUBMITTAL						7/30/2018	10/11/2017
	650 GLENWOOD STREET	CIVIL SITE PLAN						8/08/2018	
	LOTS 4, 5, 6, 7, BLK 4, KARNS 2ND								
17-296-01									

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

Town of Jackson
Project Plan Review History

PLANNING

Project Number	P17-200	Applied	10/31/2017	STOL
Project Name	640 & 650 S. Glenwood - Sketch Plan	Approved		
Type	SKETCH PLAN	Closed		
Subtype		Expired		
Status	STAFF REVIEW	Status	1/2/2018	STOL
Applicant	Greg Prugh	Owner	BASE CAMP, LLC	
Site Address		City	State	Zip
640 S GLENWOOD STREET	JACKSON	WY	83001	
Subdivision		Parcel No	General Plan	
KARNS 2ND	22411633138006			

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks
Notes					
Building		10/31/2017	11/21/2017		
Jim Green					
Fire		8/13/2018	9/3/2018		
Kathy Clay					
Fire	APPROVED W/CONDITI	10/31/2017	11/21/2017	11/7/2017	
Kathy Clay					

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
(11/7/2017 3:37 PM STOL)					
MEMO					
FIRE REVIEW					

TO: Tyler Valentine, Senior Planner
Tiffany Stolte, Office Manager

FROM: Kathy Clay, Fire Marshal

DATE: November 7, 2017

SUBJECT: South Glenwood Townhomes
640 650 S Glenwood Street
P17-200, 201, 202, 203, 204, 205

This office has received the request for review of sketch plan, PUD, zoning map, variance for height, LDR text amendment and BUP at the above location. The 2015 edition of the International Fire Code (IFC) and the 2017 edition of the National Electric Code (NEC) shall be used for design. Comments include, but are not limited to:

General Requirements

1. Fire apparatus access shall be provided. (2015 IFC 503.1.1)
2. 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) Each structure will require a unique address visible from street side.
3. Portable fire extinguishers shall be placed in accordance with code requirements. (IFC 906).
4. Interior finishes shall meet fire code requirements. (IFC Chapter 8)
5. Means of egress shall meet fire code requirements. (IFC Chapter 10)
6. The means of egress, including exit discharge, shall be illuminated at all times building space served by means of egress is occupied. (IFC 1008.1)
7. Any hazardous material storage shall meet fire code requirement. (IFC Chapter 27)
8. Should any fuel-fired appliances be installed, requirements for carbon monoxide detection shall be followed. (IFC 908.7)
9. Final fire inspection shall be required before certificate of occupancy is released.
10. Plans submitted for fire department review shall be in one paper format and one electronic format (CD, thumb drive, and/or PDF version).

Sprinklers

1. As determined by the Building Official, the structure will have an automatic fire sprinkler system in accordance with appropriate NFPA standard for the occupancy type. (IFC 903.2.7) Sprinkler system to be designed to NFPA 13 unless stated otherwise within construction document notes.
2. Fire Department Connection (FDC) location shall be determined by the AHJ and noted in the fire sprinkler plan review. FDC location will be on fire department access side of structures.
3. Knox Box shall be installed in an approved location at each structure having a fire sprinkler system. (IFC 506.1)
4. Water main shall be installed in accordance to NFPA 13 and NFPA 24 to provide for proper clearances, seismic requirements, flushing and hydro testing. (IFC 901.4.1)
5. Fire flow requirements shall meet Appendix B of the International Fire Code.
6. Pitot water flow test is required on all new fire sprinkler installations for NFPA 13R and NFPA 13 systems. Plans will not be approved without certified test. (NFPA 291)
7. Horn/strobe shall be installed above the fire department connection. (IFC 912.2.2.1)
8. Room which houses fire sprinkler riser shall be no less than 5' x 7' in dimension and be accessible from the outside. (IFC 903.2.11.1.1)
9. Exterior egress stairways built of combustibile construction shall be protected with fire sprinklers (NFPA 13).
10. Roof top occupancy will require review, if permitted.

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Alarms					
11. Building shall have a complete alarm system per NFPA 72. A full set of fire alarm plans from a fire alarm contractor shall be submitted with all calculations and cut sheets of all equipment. (IFC Chapter 9)					
12. Tactile appliances shall be installed where needed to notify occupants unable to see or hear emergency alarms, per most current edition of NFPA 72.					
13. Audible appliances provided for the sleeping areas to awaken occupants shall produce a low frequency alarm signal per most current edition of NFPA 72.					
14. Any structure with Group R occupancy shall have required carbon monoxide detection as required. (IFC 915.1) Elevator, if provided					
15. Elevator shall comply with ASME A17.1 with Phase I and Phase II of elevator emergency operations; subject to recall if required. (IFC Section 607)					
Please feel free to contact me if you have any further questions at kclay@tetoncountywy.gov or 307-733-4732.					
Legal A Cohen-Davis	APPROVED	10/31/2017	11/21/2017	11/21/2017	
Legal A Cohen-Davis	APPROVED	8/13/2018	9/3/2018	9/4/2018	
Parks and Rec Steve Ashworth		8/13/2018	9/3/2018		
Pathways Brian Schilling	APPROVED W/CONDITI	10/31/2017	11/21/2017	11/14/2017	

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact Notes (11/14/2017 11:28 AM STOL) P17-200, 201 - 640 & 650 S. Glenwood Comments from Teton County/TOJ Pathways Department Status: approved w/conditions - Site layout shall conform to the Town of Jackson Community Streets Plan (adopted December 2015) dimensions for street width, parking, and streetscape (pedestrian space) areas on the Glenwood frontage. All dimensions and pages referenced below are from the 2015 TOJ Community Streets Plan. - The Glenwood frontage shall have a 5' wide sidewalk and 6' wide landscape furnishing zone. - Access Driveways - The sidewalks shall be continuous across the driveway to Glenwood and should remain at the level of the sidewalk on either side (i.e. the sidewalk should not drop down to street level, rather the driveway should ramp up to the level of the sidewalk). More information and sample diagrams can be provided if needed. - The walkways along the access driveway should be 5' minimum and should be separated from the access driveway by a narrow buffer. The access driveway appears to be approximately 28' wide. This could be narrowed in order to provide safer sidewalks without having to adjust the building location. - Bicycle Parking - Given the location, type of use, and parking plan of the proposed development, staff expects that there will be a high demand for bicycle parking. Staff recommends that at least 14 bike parking spaces be provided, matching the number of non-enclosed car parking spaces. - Staff supports credits for bike parking towards the development's overall parking requirement. - The bike parking should ideally be a mix of short-term (for visitors) and long-term (for residents). - Short-term parking (for visitors or guests parking for a few hours or less): the recommended style for short-term bike parking is one or more "single inverted-U" racks. "Wave," "ribbon," and "toaster" style racks shall not be used. The best location for a rack area is immediately adjacent to the entrance it serves. The proposed rack area near the trash enclosure will work for approximately four U racks (8 bikes), but additional parking could be provided in the area between the two north buildings. Bike parking should be hardscaped and should not obstruct pedestrian flow. - Long-term parking (for employees/residents parking for more than a few hours—i.e. all-day or overnight): the recommendations for long-term parking include providing a secure, well-lit, covered area with racks or lockers that will protect bikes from rain, snow and other elements and deter bike theft. The area does not have to be immediately adjacent to the access door for the business or residence, but should be located in a secure or monitored location or in a locked enclosure. For this application, staff feels that the garage units will provide sufficient long-term bike storage, so no other measures are needed. - The bike parking should be constructed on a concrete pad. A grass surface as proposed in the site plan will quickly deteriorate into mud from foot traffic during wet seasons and will be difficult to keep clear of snow. Also a concrete surface will provide a more secure mounting surface for the racks and will discourage theft. - Rack type and storage locations should be shown on site plans. - Staff supports including the bike parking towards the landscape surfacing requirement so that switching from grass to hardscape for the bike parking does not detract from the applicant's landscape requirements. Conversion of a car parking spot to bike parking would also be supported. - Jackson Hole Community Pathways will be happy to provide additional background information and guidance on site selection, layout, rack selection, and rack installation. - Parked/Idling Vehicles - Vehicles idling near entrances and in common parking areas are a common problem. In 2010, the Town of Jackson adopted a resolution to reduce unnecessary vehicle idling. The Town actively seeks opportunities to partner with developers to increase awareness of and discourage unnecessary vehicle idling. The applicant is encouraged to work with the Town of Jackson and the Pathways department to install "No Idling" signs (provided by the Town of Jackson) at locations throughout the parking areas. - Other notes - On p. 7 under "Parking," the narrative states that "tenants would be encouraged to use public transportation, bike, and ride-sharing." Please describe in more detail the plan for encouraging tenants to do this, including possible incentives and examples of the outreach and encouragement. Who would be responsible for managing the encouragement plan?					
Pathways Brian Schilling	APPROVED W/CONDITI	8/13/2018	9/3/2018	8/30/2018	

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact Notes (9/3/2018 8:12 AM STOL) P17-200, 201 – 640 and 650 S. Glenwood Sketch Plan and PUD Comments from Teton County/TOJ Pathways Department Status: approved w/conditions • Sidewalks and driveway crossings - o Sidewalks shall be continuous when crossing access driveways. The concrete sidewalk surface and texture shall continue uninterrupted across the entire access driveway. (Staff can provide an example of a Continuous Sidewalk). - o The sidewalk shall be constructed so that it remains at a consistent vertical alignment with the sidewalk legs on either side of the driveway. I.e., the sidewalk shall not ramp down when crossing the driveway access, rather the driveway should rise to the level of the sidewalk. Any vertical change from the street elevation to the sidewalk elevation should be restricted to the driveway apron in the buffer space between the sidewalk and street. • Bicycle Parking - o Given the location, type of use, and parking plan of the proposed development, staff expects that there will be a high demand for bicycle parking. - o Staff supports crediting the bike parking toward the development’s overall parking requirement. - o “Wave,” “ribbon,” and “toaster” style racks shall not be used. - o The bike parking should ideally be a mix of short-term (for visitors, frequent/regular use) and long-term (for employees, residents, infrequent use/storage). ? Short-term parking (for visitors or guests parking for a few hours or less): the recommended style for short-term bike parking is one or more “single inverted-U” racks. “Wave,” “ribbon,” and “toaster” style racks shall not be used. The best location for a rack area is immediately adjacent to the entrance it serves. The rack area should be as close as or closer to the front entrance than the nearest car parking space, visible from the front entrance, hardscaped, and should not obstruct pedestrian flow. ? Long-term parking (for employees/residents parking for more than a few hours—i.e. all-day or overnight): therecommendations for long-term parking include providing a secure, conveniently-accessed, well-lit, covered area with racks or lockers that will protect bikes from rain, snow and other elements and deter bike theft. The area does not have to be immediately adjacent to the access door for the business or residence, but should be located in a secure or monitored location or in a locked enclosure. Clustered bike racks, wall racks, or external bike lockers (i.e. not an indoor closet) are appropriate. - o The bike parking should be constructed on a concrete pad or other hardened surface. A grass surface will quickly deteriorate into mud from foot traffic during wet seasons and will be difficult to keep clear of snow. Also, a concrete surface will provide a more secure mounting surface for the racks and will discourage theft. - o Staff supports including the bike parking towards the landscape surfacing requirement so that bike parking does not detract from the applicant’s landscape requirements. Conversion of a car parking spot to bike parking would also be supported. - o Rack details and locations should be shown on site plans. - o Jackson Hole Community Pathways will be happy to provide additional background information and guidance on site selection, layout, rack specification, and rack installation.					
Planning Tyler Valentine (10/12/2018 10:12 AM TV) See staff report.	APPROVED W/CONDITI	8/13/2018	9/3/2018	10/12/2018	
Police Todd Smith	NO COMMENT	8/13/2018	9/3/2018		
Police Todd Smith (11/3/2017 4:18 PM STOL) COMMENTS We generally like the project but feel that all of the “guest parking” being on the street is unrealistic considering that there is no parking in the winter Nov 1 to April 15th on city streets at night. Todd Smith	NO COMMENT	10/31/2017	11/21/2017	11/1/2017	
Public Works Jeremy Parker	DENIED	10/31/2017	11/21/2017	12/4/2017	Comments revised 12/4/17 JMP

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
(12/4/2017 11:08 AM JP)					
Plan Review Comments – DENIED (JMP-12/4/17)					
P17-200 Sketch Plan (DENIED)					
-201 PUD					
-202 Zoning Map Amendment					
-203 Variance for Height					
-204 LDR Text Amendment					
-205 BUP					
Greg Prugh – Prugh Real Estate (Owner: Base Camp, LLC)					
640 & 650 South Glenwood Street					
November 21, 2017 (AMMENDED – December 4, 2017)					
Jeremy Parker, (307)733-3079 x1412					
*Please be advised that the following comments are being provided for use in preparation of future Development Plan submittals and are required for sufficiency. In addition to the required Town of Jackson submittal requirements, The Engineering Department would like to encourage applicants to submit plans, documents, etc in electronic PDF format in addition to the standard paper submittal(s). Please submit these materials through the Planning Department. A construction-staging narrative shall be submitted for review and approval with the final development plan. Prior to Commercial Building Permit approval, the applicant shall be required to submit for Town Engineer and Planning Director approval a detailed construction staging/phasing plan and narrative on the expected public impact. Please be advised, the applicant may be required to appear in front of Town Council for final approval of the construction staging and phasing plan depending on the anticipated and/or requested public right-of-way usage and impact. (JMP – 12/4/17) The Sketch Plan is DENIED due to the southern building’s proximity to the property line which places the building very close to, if not over, the Town’s sanitary sewer main which the project intends to tie into. Please revise the drawings to show separation of at least 10-feet from the building’s southern edge/foundation line in relation to the sanitary sewer main alignment. (JMP – 12/4/17) Please be advised that there does not currently appear to be a dedicated utility easement along the southern boundary of the property where the Town’s sanitary sewer main is located. Prior to Commercial Building permit approval, a dedicated 15-foot utility easement shall be recorded with the Town of Jackson and Teton County. Please be advised that due to the increase in density and anticipated vehicular use of the alleyway associated with the proposed development of this property, Public Works recommends that the applicant/developer be required to pave the remaining portion of the alleyway in conjunction with construction of this project, from Snow King Avenue, south to match the existing pavement limits. Prior to Final Development Plan approval, a pedestrian corridor plan shall be provided for review. Public Works recommends construction of a detached sidewalk section as well as continuance and construction of the sidewalk section north to Snow King Avenue. This shall include all dimensions and elevations in relation to existing curb and future development together with ADA compliance. Prior to Final Development Plan approval, a preliminary potable water system plan shall be provided on the plans consistent with the LDR’s. Please be advised that only one connection to the Town’s water system is allowed for the development and shall serve both the fire suppression and potable water needs. This plan shall include valving/shut-off locations, backflow device and meter locations. The applicant shall provide information as to how the units will be metered for potable water usage (i.e. individual or multi). Additionally, please be advised that all fire suppression systems are required to have a reduced pressure principle assembly backflow device installed and tested by a third party certified tester prior to final sign-off for occupancy. A water system analysis indicating the required fire flow demands and the impacts to the Town’s existing system shall be required.					

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
Prior to Final Development Plan approval, a preliminary sanitary sewer system plan shall be provided on the plans consistent with the LDR's. Please be advised that only one connection to the Town's sanitary sewer system is allowed for the development. Additionally, please be advised that a cleanout is required immediately outside of each proposed buildings.					
Information concerning the additional wastewater flows to be delivered to the Town's system shall be required. In addition this information shall include a review of downstream impacts created from the additional flows being delivered.					
Please be advised that infrastructure improvements necessary to meet the capacity demands and requirements for the proposed development shall be the responsibility of the developer. The Town of Jackson is not responsible for upsizing or extending of potable water, sanitary sewer, or storm drainage to meet development needs so long as the existing utility systems are within a reasonable distance of the subject property.					
Prior to Final Development Plan approval, a preliminary irrigation system design (if applicable) with backflow system plan shall be provided on the plans consistent with the LDR's.					
Prior to Final Development Plan approval, a complete and detailed landscaping plan shall be required.					
Prior to Final Development Plan approval, a preliminary stormwater management plan for the site shall be provided on the plans consistent with the LDR's. This shall include all necessary calculations for pre- and post-development runoff volumes, locations of proposed swales and retention areas, as well as any proposed connections to Town facilities, including all appropriate and relevant construction details.					
Prior to Final Development Plan approval, a complete grading and erosion control plan shall be provided on the plans consistent with the LDR's for review. Site contours (existing and proposed) shall be provided on the plans beyond all property boundaries per the LDR's to ensure the development's integration into the surrounding public and private property.					
Prior to Final Development Plan approval, a parking and access plan per the LDR's shall be required. Dimensions of the parking spaces and drive lanes, including turning movements (both ingress and egress), shall be clearly shown on the plans for review. Please be advised that parking spaces along the alleyway are required to be 22-feet in depth as measured from the property line. If a barrier or fence is proposed along the alleyway where the parking spaces are proposed, a reduction in depth from 22-feet to 20-feet may be considered. Please contact Public Works and Engineering to discuss.					
Prior to Final Development Plan approval, a traffic analysis for the development's impact on adjacent roadways per the LDR's shall be required.					
Prior to approval of the Final Development Plan, all work to be completed within the Town's right-of-way shall be specifically addressed.					
All onsite power shall be shown as underground and location(s) of transformers indicated. The applicant/developer is encouraged to bury the overhead power lines in the alleyway along the east property line during the construction phase of the project.					
Snow storage areas for the site shall be indicated on the plans as well as calculations showing the amount of storage required on-site per the LDR's. Please be advised that the proposed snow storage shown on the Sketch Plan, although likely meeting the required amount per the LDR's, does not appear to be in the most accessible location behind the sidewalk north and south of the cul-de-sac. Public Works recommends further investigation into providing the required snow storage in locations that will not compromise the usability or safety of the proposed public pedestrian facilities.					
Public Works	APPROVED W/CONDITI	8/13/2018	9/3/2018	9/11/2018	
Jeremy Parker					

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
(9/11/2018 1:01 PM JP)					
Plan Review Comments – APPROVED w/ Conditions					

P17-200 Sketch Plan

- 201 PUD
- 202 Zoning Map Amendment
- 204 LDR Text Amendment
- 205 BUP

Greg Prugh – Prugh Real Estate (Owner: Base Camp, LLC)
640 & 650 South Glenwood Street

September 11, 2018
Jeremy Parker, (307)733-3079 x1412

*Please be advised that the following comments are being provided for use in preparation of future Development Plan submittals and are required for sufficiency.

In addition to the required Town of Jackson submittal requirements, The Engineering Department would like to encourage applicants to submit plans, documents, etc in electronic PDF format in addition to the standard paper submittal(s). Please submit these materials through the Planning Department.

A construction-staging narrative shall be submitted for review and approval with the final development plan.

Prior to Commercial Building Permit approval, the applicant shall be required to submit for Town Engineer and Planning Director approval a detailed construction staging/phasing plan and narrative on the expected public impact. Please be advised, the applicant may be required to appear in front of Town Council for final approval of the construction staging and phasing plan depending on the anticipated and/or requested public right-of-way usage and impact.

Please be advised that there does not currently appear to be a dedicated utility easement along the southern boundary of the property where the Town’s sanitary sewer main is located. Prior to Commercial Building permit approval, a dedicated 15-foot utility easement shall be recorded with the Town of Jackson and Teton County.

Please be advised that due to the increase in density and anticipated vehicular use of the alleyway associated with the proposed development of this property, Public Works recommends that the applicant/developer be required to pave the remaining portion of the alleyway in conjunction with construction of this project, from Snow King Avenue, south to match the existing pavement limits.

Prior to Final Development Plan approval, a pedestrian corridor plan shall be provided for review. Public Works recommends construction of a detached sidewalk section as well as continuance and construction of the sidewalk section north to Snow King Avenue. This shall include all dimensions and elevations in relation to existing curb and future development together with ADA compliance.

Prior to Final Development Plan approval, a preliminary potable water system plan shall be provided on the plans consistent with the LDR’s. Please be advised that only one connection to the Town’s water system is allowed for the development and shall serve both the fire suppression and potable water needs. This plan shall include valving/shut-off locations, backflow device and meter locations. The applicant shall provide information as to how the units will be metered for potable water usage (i.e. individual or multi). Additionally, please be advised that all fire suppression systems are required to have a reduced pressure principle assembly backflow device installed and tested by a third party certified tester prior to final sign-off for occupancy.

A water system analysis indicating the required fire flow demands and the impacts to the Town’s existing system shall be required.

Prior to Final Development Plan approval, a preliminary sanitary sewer system plan shall be provided on the plans consistent with the LDR’s. Please be advised that only one connection to the Town’s sanitary sewer system is allowed for the development. Additionally, please be advised that a cleanout is required immediately outside of each proposed buildings.

Information concerning the additional wastewater flows to be delivered to the Town’s system shall be required. In addition this

Type of Review	Status	Dates			Remarks
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Contact					
Notes					
information shall include a review of downstream impacts created from the additional flows being delivered. Please be advised that infrastructure improvements necessary to meet the capacity demands and requirements for the proposed development shall be the responsibility of the developer. The Town of Jackson is not responsible for upsizing or extending of potable water, sanitary sewer, or storm drainage to meet development needs so long as the existing utility systems are within a reasonable distance of the subject property. Prior to Final Development Plan approval, a preliminary irrigation system design (if applicable) with backflow system plan shall be provided on the plans consistent with the LDR's. Prior to Final Development Plan approval, a complete and detailed landscaping plan shall be required. Prior to Final Development Plan approval, a preliminary stormwater management plan for the site shall be provided on the plans consistent with the LDR's. This shall include all necessary calculations for pre- and post-development runoff volumes, locations of proposed swales and retention areas, as well as any proposed connections to Town facilities, including all appropriate and relevant construction details. (*Please be advised that the proposed location of the "Underground Storm Water Storage/Infiltration Facility" is not acceptable due to the proximity and location adjacent the TOJ's sanitary sewer main along the south property boundary. Please revise prior to Final Development Plan submittal.) Prior to Final Development Plan approval, a complete grading and erosion control plan shall be provided on the plans consistent with the LDR's for review. Site contours (existing and proposed) shall be provided on the plans beyond all property boundaries per the LDR's to ensure the development's integration into the surrounding public and private property. Prior to Final Development Plan approval, a parking and access plan per the LDR's shall be required. Dimensions of the parking spaces and drive lanes, including turning movements (both ingress and egress), shall be clearly shown on the plans for review. Please be advised that parking spaces along the alleyway are required to be 22-feet in depth as measured from the property line. If a barrier or fence is proposed along the alleyway where the parking spaces are proposed, a reduction in depth from 22-feet to 20-feet may be considered. Please contact Public Works and Engineering to discuss. (*Please note that the parking spaces are shown to be 20-feet in depth, however, no fencing is called out along the alleyway.) Prior to Final Development Plan approval, a traffic analysis for the development's impact on adjacent roadways per the LDR's shall be required. Prior to approval of the Final Development Plan, all work to be completed within the Town's right-of-way shall be specifically addressed. All onsite power shall be shown as underground and location(s) of transformers indicated. The applicant/developer is encouraged to bury the overhead power lines in the alleyway along the east property line during the construction phase of the project. Snow storage areas for the site shall be indicated on the plans prior to approval of the Final Development Plan as well as calculations showing the amount of storage required on-site per the LDR's.					
START		8/13/2018	9/3/2018		
Darren Brugmann					
TC Housing Authority	NO COMMENT	10/31/2017	11/21/2017	11/8/2017	
Stacy Stoker					

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
(11/8/2017 4:54 PM STOL)					
MEMORANDUM					

To: Tyler Valentine
Senior Planner, Town of Jackson Planning and Building

From: Stacy Stoker
Housing Manager, Teton County Housing Authority

Re: South Glenwood Townhomes
P17-200, 201, 202, 203, 204

Date: November 8, 2017

The applicant is requesting a pre-application meeting for a Sketch Plan, PUD, Zoning Map Amendment, Variance for Height, LDR Text Amendment, and BUP for the property located at 640 and 650 S. Glenwood. The 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 MITIGATION PLAN: The Sketch plan shall include a Housing Mitigation Plan. A checklist and worksheet packet is available from the Housing Department. The Housing Department is happy to answer any questions concerning the Housing Mitigation Plan. Contact Stacy Stoker 732-0867 or sstoker@tetonwyo.org.

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

TC Housing Authority APPROVED W/CONDITI 8/13/2018 9/3/2018 8/23/2018 See Notes
Stacy Stoker
(8/23/2018 1:02 PM SAS)

The applicant has indicated that they are exempt from an affordable housing requirement because this development meets the requirements for the apartment building exemption. The Housing Department's comments are based on livability elements because of the exemption.

The floor plans show small exterior storage closets on the ground level. It is unclear whether these are for the use of the tenants. It is also unclear what size they are. Some of the upper units have very small exterior closets off of the balconies. However, other units don't appear to have exterior closets.

The Housing Department has learned from experience that storage is extremely important for working households. Without storage for gear, toys, etc. items get stored outside making the complex unsightly. It is recognized that eleven of the units have indoor garages, where some storage may be available. However, these garages need to serve as parking for the development. Without other storage, garages often end up filled with stuff instead of cars.

The floor plans appear to show stackable washers and dryers in each of the units. If there are no washers and dryers, an onsite laundry facility for tenants' use should be required.

The upper level one, two, and three bedroom units appear to have small patio/balconies. However, the studio units do not. In addition, it does not appear that the ground floor units have access to a patio or private outdoor space. All units should have access to personal outdoor space.

As a condition of approval, the Housing Department requests that the applicant be required to provide an annual report in the first quarter of each year. This report, which will be provided by the Housing Department, will ask for information related to tenant demographics and will help the department and community better understand how this apartment building is being used throughout the course of its existence.

Tyler Valentine

From: James T. Gladen <james.gladen@fmjlaw.com>
Sent: Tuesday, February 06, 2018 4:00 PM
To: Tyler Valentine
Cc: mgladen@aol.com
Subject: Objection to Variance

Tyler,

This email is being sent on behalf of my mother, Marian Gladen, who owns the property located at 47 Aspen Drive, Jackson. Her property abuts the south border of the property on S. Glenwood currently seeking a height variance (height increase) on proposed improvement on those S. Glenwood lots.

As discussed earlier, this email serves as her objection to any such height variance which would increase the current height limits associated with that property as currently zoned. We appreciate you noting our objection in the record. Thank you for your time today to discuss the status of this matter. It is greatly appreciated.

Regards,
James T. Gladen III
FAFINSKI MARK & JOHNSON, P.A.
775 Prairie Center Drive, Suite 400
Minneapolis, MN 55344
Direct: 952-224-7279
Mobile: 952-297-5332
MN Office: 952-995-9500
Fax: 952-995-9577
www.fmjlaw.com

 **Environmental Awareness** - Print only if necessary

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February 5, 2018

Tyler Sinclair, Planning Director
Tyler Valentine, Senior Planner
Town of Jackson Planning & Building Department
150 East Pearl Avenue
P.O. Box 1687
Jackson, WY 83001

Via Email Only: tvalentine@jacksonwy.gov
and tstolte@jacksonwy.gov

Re: Base Camp LLC's Planned Unit Development & Zoning Map Amendment

Dear Mr. Sinclair and Mr. Valentine,

Miller Ventures, L.P. ("MV") respectfully submits this letter in support of Base Camp LLC's requests for a height variance and zoning map amendment approval. As the owner of five (5) neighboring properties, MV agrees that this area is the ideal location for projects of this type, which are desperately needed to address the Town and County's workforce housing. These projects are not possible under the current AR zoning for this area. A change to UR zoning will enable more projects like the one proposed to address the housing needs of the Town and County.

Strict adherence to the height restrictions make these types of projects either unfeasible or force developers to create the boxy, flat topped roof buildings that lack community character. The current maximum height restriction under the LDR's is the minimum height necessary to provide the third floor living area these projects must have in order to be feasible for construction. Furthermore, Base Camp's proposed design considers the views of the neighboring properties by sloping the roofs upward toward the center of the project, thus placing the least amount of burden on the views of the neighboring properties.

The workforce housing shortage faced by our community is severe. Projects like the one proposed by Base Camp are necessary to combating the shortage. The neighborhood of the proposed project is the ideal location for the higher density required to combat the shortage. For these reasons, MV supports Base Camp's requested height variance and zoning map amendment.

Best regards,

Miller Ventures, LP

By: Miller Ventures, Inc., General Partner

By: /s/ Carolyn L. Miller
Carolyn L. Miller, President

Tyler Valentine

From: Corie <crybak@wyoming.com>
Sent: Wednesday, October 03, 2018 11:17 AM
To: Tyler Valentine
Subject: Fwd: P17-200, 201, 202 and 204

Sorry, I forgot a line.... please include this instead of the one I just sent you. Thank you!

Sent from my iPad

Begin forwarded message:

From: Corie <crybak@wyoming.com>
Date: October 3, 2018 at 10:59:52 AM MDT
To: tvalentine@jacksonwy.gov
Subject: P17-200, 201, 202 and 204

Tyler - would you please include the following into the Staff Report? Thank you!

To: Town of Jackson Planning Commission
From: Corie Rybak
10/3/18
Re: Item P17-200, 201, 202 and 204

Greetings!

Thank you for reading this, as I will unfortunately not be able to attend the October 17 meeting in person.

Having lived on the South Glenwood cul-de-sac for over thirty years, I have always known that the neighborhood would change. When I first moved in, a lot of 'old timers' were still residing there - the Knoris, Livingston, Mr. Luke's, etc. With their passing, transient rentals became the norm. Recently, the area has begun to feel more like a neighborhood again. New owners are redeveloping their single lots in a pleasing fashion, families are settling in, and people once again talk to their neighbors. Studio and single bedroom apartments of the sizes proposed are likely to appeal once again to a more transient clientele.

While there is a need in Jackson for more (hopefully) affordable housing, I hope that consideration is given to making these units as least intrusive on existing neighborhoods as possible. Large buildings with multiple tenants and little buffering may not be the best fit for this usually quiet cul-de-sac. I say 'usually' because during special events at Snow King, the street is anything but quiet. The number of vehicles trying to park - often times creating their own spaces - makes it difficult for residents and emergency vehicles to navigate. How much will a development of this size exacerbate the situation?

Along the same lines, it is not clear how this development will co-exist with the adjacent business (currently The Lift) and residences. Will those who frequent the bar and restaurant be able to 'cut across' the apartment parking lot and use Glenwood? That is a load the street should

not have to handle. Will access to the parking area be signed for one way use to ease congestion and provide for more orderly flow? Where will the sidewalk connect to? As designed now, it will be the only sidewalk on the street and not get you very far. Where will the snow go when the parking lot is plowed?

Besides increased traffic and parking concerns, there is the sheer size and bulk of the building in relation to existing structures. It looks like the proposed landscaping just meets the requirements. Shouldn't there be additional buffering between a building of this size and the lesser density found along the remainder of the street? More landscape screening would be a benefit for all residents and make for a more pleasant co-existence.

I know you are juggling many criteria, wants and needs. I ask that the concerns of those already living in the area not be overlooked as you review this proposal and do what you can to ease the transition between existing and future use.

Thank you,
Corie Rybak

Sent from my iPad

Tyler Valentine

From: Jim Brungardt <jbrungardt@3creekranchhoa.com>
Sent: Monday, October 08, 2018 9:53 AM
To: Tyler Valentine
Subject: P17-200, 201, 202. 204

Tyler,

I will be unable able to attend the October 17th meeting. Please include the following into the Staff Report. Thanks.

I have lived on the 600 block of South Glenwood for 14 years, first as a renter and now as a homeowner. This is my home and where I plan to be for a long time. I do have some concerns about the new proposed development across the street from my home. What first jumps out is the size of the proposed building particularly when compared to everything else nearby. It appears the proposed development will max out the building envelope and will only provide the barest of landscaping required. Please remember, we in this neighborhood walk out our doors every day and have to look at whatever ends up on this property. None of us expect these lots to remain vacant but hope some consideration is given to how the proposed development fits in with all the existing structures in the neighborhood. I also have concerns on how this proposed development will affect parking and traffic. Quite often when there is a big event at Snow King the traffic and parking on this little cul-de-sac can be a joke making it difficult for emergency vehicles to navigate. I hope someone has given some thought as to how a development of this size may affect what is already at times a traffic and parking problem. I also have concerns about the where the sidewalks will go and how snow removal will be handled. As you review this proposal I ask that you please keep in mind those of us that call this part of Jackson home. Thank you for your time.

Jim Brungardt



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: November 14th, 2018

MEETING DATE: November 19th, 2018

SUBMITTING DEPARTMENT: Public Works

DEPARTMENT DIRECTOR: Floren Poliseo

PRESENTER: Johnny Ziem, Assistant Public Works Director

SUBJECT: Return to 1st Reading of Ordinance P for Disposable Bag Requirements

STATEMENT/PURPOSE

The purpose of this item is to re-present Ordinance P for 1st reading, an ordinance adding Chapter 8.36 to the Municipal Code of the Town of Jackson establishing disposable bag requirements and providing for the collection and designation of the fee to the Teton County Waste Reduction Program and providing for an effective date.

BACKGROUND/ALTERNATIVES

Council directed staff to research and draft an ordinance setting forth disposable plastic bag requirements for the Town at the May 21st, 2018, August 20th, 2018, and October 15th, 2018, Town Council Workshops and the November 5th, 2018, Council Meeting.

At the November 5th, 2018, Regular Evening Meeting, the Town Council discussed and took public comment on the ordinance drafted by staff, which included specific areas of concern in the ordinance that merit and require bringing the ordinance back to first reading.

Decision Points for the Town Council

1. Waste Reduction Fee and Taxable Revenue

This issue centers around the request to allow each grocer, larger retailer, retailer and retail store to retain half of the Waste Reduction Fee (\$.10 of the \$.20) and, relatedly, whether businesses would need charge and pay state sales tax on the Waste Reduction Fee. Staff contacted the Department of Revenue for clarification and received a response indicating that the entire \$.20 Waste Reduction Fee is a “taxable event” under state statute, thus requiring businesses to charge sales tax on the entire fee amount exchanged for the bag received at the point of sale. This will continue to allow a 50-50 split of the Waste Reduction Fee with each grocer, large retailer, retailer, and retail store and should also streamline the charge recorded on each receipt at the point of sale.

2. Plastic Bag Thickness

As stated in the current draft ordinance, a reusable plastic bag is defined as being at least 2.25 mil thick, which is the most common definition nationwide. The 2.25 mil thickness definition derives from a series of tests showing that such a bag is one capable of enduring up to 125 uses and carrying 22 lbs. over a distance of 175 feet.

A 2.25 mil thick plastic bag is considered the “cheapest legal reusable bags.” Research indicates these bags are affordable for businesses to provide, but that consumers do not tend to reuse them. As a result, many cities favor increasing the thickness standard for a “reusable plastic bag” to a minimum of 4 mils and including a “fee” for this bag given out at the point of sale. In a recent survey in Monterey,

California, of 740 grocery store shoppers only 4 had reused a plastic bag of 2.25 mil thickness. During research into the subject of bag thickness, numerous studies suggested 60-70% of shoppers prefer a bag that holds up to whatever they put in it, making it a better investment they can reuse again and again.

The Town of Jackson could change the definition of reusable plastic bag from 2.25 mils to 4 mils, ensuring all plastic bags given at the point of sale are considerably stronger and more durable (i.e. reusable). A counterpoint, however, is that these bags would cost businesses considerably more than the current 2.25 mil thickness bags defined in the ordinance. Options for Council to consider include:

- Keeping the reusable plastic bag definition at 2.25 mils thickness.
- Changing the reusable plastic bag definition from a 2.25 mil thickness to a 4 mil thickness.

Staff recommends keeping the reusable bag definition at the stated 2.25 mil thickness in the draft ordinance.

3. Charging a Fee for Reusable Plastic Bags

At the November 5, 2018 Council Meeting, public comment was made that a “loophole” in the ordinance exists that allows businesses to bypass the Waste Reduction Fee by giving out plastic bags of 2.25 mil thickness or greater. The intent of the ordinance is to establish a mil thickness that generates a truly “reusable” bag without a fee (whether that is a mil thickness of 2.25 or higher is discussed above and is in the discretion of Council).

Research indicates organizations advocate for and some cities have moved to require not only a thicker mil “reusable plastic bag,” but also a fee on those reusable plastic bags. The issue raised by these groups and cities is that by allowing a “reusable plastic bag” – at any thickness – to be provided for free, they are being given out in a single-use manner, contradicting the intent and undermining the goal of the ordinance.

In light of the Town’s Legislative Findings, § 8.36.010 in the draft ordinance, setting forth the Town’s commitment to responsibly protect our natural environment, pursue our Zero Waste Goal, and address the public health and environmental problems associated with single-use disposable plastic bag use, Council may want to consider requiring a fee for any reusable plastic bag (2.25 mil or greater) given at the point of sale, defined as “reusable” or not, for every grocer, large retailer, retailer, and retail store. Options for Council thus include:

- Keeping the ordinance language as is, which does not require a fee for reusable plastic bags (2.5 mil) at the point of sale.
- Charging a \$.20 fee for all reusable plastic bags given at the point of sale. This fee would be covered in the ordinance under the Waste Reduction fee and would also be split 50-50 with each grocer, large retailer, retailer, and retail store.

Staff strongly recommends charging a \$.20 fee for all reusable plastic bags (2.5 mil or greater) given at the point of sale.

ALIGNMENT WITH COMMUNITY PLANS AND INITIATIVES

- Policy 2.5.b: Manage our waste stream for sustainability.
- Resolution recognizing Jackson Hole as a World Leading Sustainable Community and Destination.
- Zero Waste Initiative Resolution.

ATTACHMENTS

- Draft Ordinance P
- Public comment received since the last evening Council Meeting on November 5th, 2108.

FISCAL IMPACT

There is no fiscal impact to the Town of the Jackson for providing direction to staff to present an ordinance for first reading. Should the ordinance be adopted and become effective, there would be no immediate fiscal impact to the Town organization. However, there is a fiscal impact to the Town and to businesses of ultimate passage of the ordinance as proposed as 50% of the fee Waste Reduction Fee collected would be remitted to the Town and provided to ISWR and 50% would be retained by the grocer, retailer, or retail store.

Additionally, there will be a fiscal impact to the Town's FY20 Budget in that funds would be budgeted to implement the initial education and outreach prior to collecting any Waste Reduction Fees. There would be a positive fiscal impact to ISWR in that it would have an additional revenue stream from the Waste Reduction Fees to address education, outreach, and the provision of reusable bags. Additionally, ISWR would, ultimately, avoid the cost of disposal for single-use plastic bags, which reportedly costs taxpayers \$40.00 per ton.

Please note that the goal of this ordinance and the associated ISWR programs is not to create an additional revenue stream. The goal is to change behavior so that reusable bags are used and not single-use plastic and paper bags, thereby achieving the community's environmental, health, safety and welfare goals.

STAFF IMPACT

Staff impact included preparing the ordinance for first reading and may include making changes/amendments as directed by Council and was and will be most keenly felt in the Public Works Department and the Legal Department. Numerous hours of staff time have been spent conducting phone interviews with resort communities that have already banned single-use plastic bags.

If the ordinance is passed after the third and final reading, staff would need to dedicate time to continue working with stakeholders and retailers to ensure a smooth transition for implementation before the effective date. This would include coordinating implementation with ISWR, the Chamber of Commerce, and the Travel and Tourism Board to educate retailers. This would involve approximately 10-15 hours of time from the Town's Public Information Officer and Assistant Public Works Director.

Further, there would be additional staff time for the Police Department to investigate any possible violations of this ordinance. The estimated time for each citation would require roughly two hours of Police Department time. Should citations proceed to Municipal Court, there would also be time spent by the Municipal Judge and the court staff in processing and disposing of each citation. The Police Department estimates a time of approximately one hour for written warnings. There would also be a notable amount of staff time spent in the Finance Department processing the fees collected by retail establishments, entering those amounts in the Town's accounting system and remitting those fees to ISWR.

LEGAL REVIEW

Complete.

RECOMMENDATION

Staff recommends approval of Ordinance P, an ordinance adding Chapter 8.36 to the Municipal Code of the Town of Jackson establishing disposable bag requirements and providing for the collection and designation of the fee to the Teton County Waste Reduction Program and providing for an effective date, on first reading.

SUGGESTED MOTION

I move to approve Ordinance P, an ordinance adding Chapter 8.36 to the Municipal Code of the Town of Jackson establishing disposable bag requirements and providing for the collection and designation of the fee to the Teton County Waste Reduction Program and providing for an effective date, on first reading.

Synopsis for PowerPoint (120 words max):

Purpose: The purpose of this item is to present Ordinance P, an ordinance adding Chapter 8.36 to the Municipal Code of the Town of Jackson establishing disposable bag requirements and providing for the collection and designation of the fee to the Teton County Waste Reduction Program and providing for an effective date.

Background: Council directed staff to research and draft an ordinance setting forth disposable plastic bag requirements for the Town at the May 21st, 2018, August 20th, 2018, and October 15th, 2018, Town Council Workshops and the November 5th, 2018, Council Meeting.

Fiscal Impact: There is no fiscal impact to the Town of the Jackson for providing direction to staff to present an ordinance for first reading. Should the ordinance be adopted and become effective, there would be no immediate fiscal impact to the Town organization. However, there is a fiscal impact to the Town and to businesses of ultimate passage of the ordinance as proposed as 50% of the fee Waste Reduction Fee collected would be remitted to the Town and provided to ISWR and 50% would be retained by each grocer, large retailer, retailer, or retail store.

ORDINANCE P

AN ORDINANCE ADDING CHAPTER 8.36 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON ESTABLISHING DISPOSABLE BAG REQUIREMENTS AND PROVIDING FOR THE COLLECTION AND DESIGNATION OF THE FEE TO THE TETON COUNTY WASTE REDUCTION PROGRAM AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT

SECTION I.

There is hereby added Chapter 8.36 of Title 8 Disposable Bag Requirements of the Municipal Code of the Town of Jackson as follows:

CHAPTER 8.36 DISPOSABLE BAG REQUIREMENTS

Sections:

8.36.010	Legislative Findings
8.36.020	Definitions
8.36.030	Single-Use Disposable Plastic Bag Prohibition
8.36.040	Disposable Paper Bag Fee Requirements
8.36.050	Collection and Remittance of the Waste Reduction Fee
8.36.060	Exemptions
8.36.070	Audits and Violations

8.36.010 Legislative Findings

WHEREAS, the Town of Jackson, Wyoming (“Town”) is a municipal corporation existing pursuant to the laws of the Wyoming Constitution, the Wyoming Statutes, and the Town Charter; and

WHEREAS, the Town has a responsibility to protect the natural environment, economy, and health of its citizens and guests; and

WHEREAS, the Town, pursuant to Resolution 15-18 (“A Resolution Adopting Zero Waste as a Guiding Principle and Supporting the Creating of a Zero Waste Plan”) is committed to: pursuing a waste diversion goal of sixty percent (60%) or better; preserving Jackson’s unique environmental resources for generations to come by limiting environmental degradation and waste; and promoting practices that are sustainable and minimize harms to the natural environment; and

WHEREAS, the Town, pursuant to Resolution 12-001 (“A Resolution Certifying the Illustration of Our Vision Chapter of the Jackson/Teton County Comprehensive Plan as Part of the Comprehensive Master Plan for the Town of Jackson, Wyoming and Teton County, Wyoming”) is committed to minimizing the amount of solid waste it directs to landfills with a goal of “zero waste” by increasing efforts such as recycling and composting of waste; and

WHEREAS, the Town, pursuant to Resolution 17-08 (“A Resolution Recognizing Jackson Hole as a World-Leading Sustainable Community and Destination”) is committed to be a model of sustainability and support public and private sustainability efforts; and

WHEREAS, in the Town, innumerable single-use disposable plastic bags are used each year that cannot be recycled in a cost-effective manner; and

WHEREAS, single-use disposable plastic bags create waste, pollute the Town’s waterways, roadways, landscapes and harm wildlife populations; and

WHEREAS, the Town Council finds and determines that prohibiting single-use disposable plastic bags and requiring a charge for disposable paper bags and reusable plastic bags at grocers, large retailers, retailers and retail stores would address the environmental and health problems associated with such use, would relieve Town taxpayers of the costs incurred by the Town in conjunction therewith, and would be in the best interest of the public health, safety, and welfare of the Town.

8.36.020 Definitions

As used in this Chapter the following definitions apply:

- A. *Disposable Paper Bag* means a bag made predominantly of paper that is provided to a customer by a Grocer, Large Retailer, Retailer and Retail Store at the point of sale for the purpose of transporting goods which is subject to the Town’s Waste Reduction Fee.
 - 1. Disposable Paper Bag does not include the following:
 - a. Paper Bags used by consumers inside Retail Stores to:
 - 1. Package bulk items including: fruit, vegetables, nuts, grains, candy, or small hardware items; or
 - 2. Provided for the sale of gift cards and post cards.
- B. *Fast Food Restaurant* means a retail food establishment where food and beverages are:
 - 1. Prepared in advance of customer orders or are able to be quickly prepared for consumption on or off premises; and
 - 2. Are ordered and served over counters or at drive-through windows; and
 - 3. Are paid for before being consumed.
- C. *Grocer* means a retail establishment or business within the Town limits that is a full-line, self-service market with a retail market area more than Five Thousand (5,000) square feet and which sells a line of staple foodstuffs, meats, produce, household supplies, dairy products or other perishable items.
- D. *Large Retailer* means any person, corporation, partnership, business, facility, vendor, organization or individual that sells or provides merchandise, goods or materials, including without limitation, clothing, food, or personal items of any kind directly to a

customer that has a building square footage greater than Nineteen Thousand (19,000) square feet.

- E. *Retailer* means any person, corporation, partnership, business, facility, vendor, organization or individual that sells or provides merchandise, goods or materials, including without limitation, clothing, food, or personal items of any kind, directly to a customer.
- F. *Retail Store* includes, without limitations, any department store, hardware store, pharmacy, liquor store, restaurant, catering truck, convenience store, gas station, and any other retail store or vendor.
 - 1. *Retail Store* for the purposes of this ordinance does not include:
 - a. Vendors at a farmers' market, excluding any of the vendors' associated permanent business location(s);
 - b. Fast Food Restaurants; or
 - c. Art galleries and Art Fairs.
- G. *Reusable Bag* means a bag that is:
 - 1. Designed and manufactured to withstand repeated uses over time; and
 - 2. Is made from a material other than plastic that can be cleaned and disinfected regularly.
- H. *Reusable Plastic Bag* means a bag that is:
 - 1. Designed and manufactured to withstand repeated uses over time; and
 - 2. Is made from plastic that is at least two and one quarter millimeters (2.25 mil) thick.
- I. *Single-Use Disposable Plastic Bag* means any bag that is less than two and one quarter millimeters (2.25 mil) thick and is made predominately of compostable or non-compostable plastic that is provided to a customer by a Grocer, Large Retailer, Retailer, or Retail Store at the point of sale for the purpose of transporting goods.
 - 1. Single-Use Disposable Plastic Bag does not include the following:
 - a. Bags used by consumers inside Grocers, Larger Retailer, Retailer, and Retail Stores to:
 - 1. Package bulk items including: fruit, vegetables, nuts, grains, candy, or small hardware items; or
 - 2. Contain or wrap fresh or frozen meat or fish; or
 - 3. Contain or wrap flowers or potted plants; or
 - 4. Contain unwrapped prepared foods or unwrapped bakery goods.
 - b. Bags provided by pharmacists to contain prescription drugs.
 - c. Newspaper bags, door hanger bags, dry cleaning bags, or bags sold in packages containing multiple bags intended to enclose garbage, pet waste, or yard waste.

- J. *Waste Reduction Fee* means the Town fee of Twenty Cents (\$.20) imposed and required to be paid by each consumer making a purchase from a Grocer, Large Retailer, Retailer, or Retail Store for each Disposable Paper Bag and Reusable Plastic Bag used during the purchase at the point of sale.

8.36.030 Single-Use Disposable Plastic Bag Prohibition

- A. On and in perpetuity after April 15th, 2019, no Grocer or Large Retailer shall provide a Single-Use Disposable Plastic Bag to a customer at the point of sale.
- B. On and in perpetuity after November 1st, 2019, no Retailer or Retail Store shall provide a Single-Use Disposable Plastic Bag to a customer at the point of sale.
- C. Nothing in this section shall preclude any person or organization from making Reusable Bags available for sale or for no cost to customers.

8.36.040 Disposable Paper Bag Fee Requirements

- A. Effective on and after April 15th, 2019, Grocers and Large Retailers shall collect from customers, and customers shall pay, at the time of purchase a Waste Reduction Fee of Twenty Cents (\$.20) for each Disposable Paper Bag or Reusable Plastic Bag provided to the customer at the point of sale.
- B. Effective on and after November 1st, 2019, Retailers and Retail Stores shall collect from customers, and customers shall pay, at the time of purchase a Waste Reduction Fee of Twenty Cents (\$.20) for each Disposable Paper Bag or Reusable Plastic Bag provided to the customer at the point of sale.
- C. Grocers, Large Retailers, Retailers and Retail Stores shall record the number of Disposable Paper Bags and Reusable Plastic Bags provided at the point of sale and the total amount of the Waste Reduction Fee charged on the customer transaction receipt.
- D. Grocers, Large Retailers, Retailers and Retail Stores shall not refund to the customer any part of the Waste Reduction Fee or pay the Waste Reduction Fee for the customer or advertise or state to any customer that any part of the Waste Reduction Fee will be refunded to the customer.
- E. For the purposes of this subsection, a restaurant is not a Grocer, Large Retailer, Retailer or Retail Store.

8.36.050 Collection and Remittance of the Waste Reduction Fee

- A. Each Grocer, Large Retailer, Retailer and Retail Store shall retain Ten Cents (\$.10) of each Twenty Cents (\$.20) Waste Reduction Fee it collects.
- B. The remaining Ten Cents (\$.10) of each Twenty Cents (\$.20) Waste Reduction Fee collected by each Grocer, Large Retailer, Retailer and Retail Store shall be due and remitted to the Town of Jackson Finance Department the last day of the following month in which sales tax was submitted to the state. The Town shall provide the necessary forms for Grocers, Large Retailers, Retailers and Retail Stores to file with each month's remittance.
- C. The Waste Reduction Fees collected by the Grocers, Large Retailers, Retailers and Retail Stores paid to the Town of Jackson Finance Department shall be deposited into the Waste Reduction Fee account.

- D. The Town of Jackson Finance Department shall remit all funds collected pursuant to this ordinance to the Teton County Integrated Solid Waste and Recycling Division.
- E. The Waste Reduction Fee shall be administered by the Teton County Integrated Solid Waste and Recycling Division.
- F. Waste Reduction Fees deposited in the Waste Reduction Account shall be used for the costs of the Plastic Bag Outreach Plan managed by Integrated Solid Waste and Recycling, which includes only:
 - 1. Integrated Solid Waste and Recycling-sponsored reusable bag distribution and retailer support; and
 - 2. Community litter clean up; and
 - 3. Integrated Solid Waste and Recycling Zero Waste Infrastructure and Program.
- G. No Waste Reduction Fee collected in accordance with this ordinance shall be used to supplant funds appropriated as part of The Town of Jackson Annual Budget.
- H. No Waste Reduction Fee collected in accordance with this ordinance shall revert to the Town of Jackson General Fund at the end of the fiscal year, or at any other time.

8.36.060 Exemptions

A Grocer, Large Retailer, Retailer or Retail Store may provide a Disposable Paper Bag or a Reusable Plastic Bag to a customer at no charge to that customer if the customer provides evidence that he or she is a participant in a state or federal food assistance program.

8.36.070 Audits and Violations

- A. Each Grocer, Large Retailer, Retailer and Retail Store shall maintain accurate and complete records of the Waste Reduction Fees collected, the number of Disposable Paper Bags and Reusable Plastic Bags provided to customers, and any underlying records, including any books, accounts, invoices, or other records necessary to verify the accuracy and completeness of such records. It is the duty of each Grocer, Large Retailer, Retailer and Retail Store to keep and preserve all such documents and records, including any electronic information, for a period of three (3) years beginning at the end of the calendar year of such records.
- B. If requested, each Grocer, Large Retailer, Retailer and Retail Store shall make its records available for audit by the Town Manager or his/her designee during regular business hours for the Town to verify compliance with the provisions of this Chapter. All such records shall be treated as confidential commercial documents.
- C. Violation(s) of any of the requirements of this Chapter subject a Grocer, Large Retailer, Retailer and Retail Store to the following penalties:
 - 1. Any Person upon conviction of a violation of any provision of this ordinance, shall be subject to the following penalties:
 - a. Fifty Dollars (\$50.00) for the first conviction.
 - b. One Hundred Dollars (\$100.00) for the second conviction.
 - c. For the third and all subsequent convictions there shall be a mandatory Jackson Municipal Court appearance and such penalty as may be determined by the Jackson Municipal Court pursuant to Jackson Municipal Code § 1.12.010.

2. No more than one (1) citation shall be issued to a Grocer, Large Retailer, Retailer or Retail Store within any seven (7) calendar days.
- D. If payment of any portion of the Waste Reduction Fee is not received by the Town Finance Department on or before the last day of the following month after which the sales tax was submitted to the state, a Ten Dollar (\$10.00) late fee shall be imposed per month until said payment is received.

SECTION II

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV

This Ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2018.

PASSED 2ND READING THE ____ DAY OF _____, 2018.

PASSED AND APPROVED THE ____ DAY OF _____, 2018.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandy P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2018.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Sandy P. Birdyshaw
Town Clerk



Dear Mayor and Town Councilors,

On behalf of the Jackson Hole Chamber of Commerce I would like to submit some comments regarding the Plastic Bag Ordinance.

Having worked with Town Staff and a selection of local business (small, medium and large), our recommendation is to keep the focus of this ordinance on the intended outcome - reducing single use plastic bags usage.

Data gathered supports an estimated 90-95% of single use plastic bags within our community are sourced from medium and large grocery and retail stores. Given the nature of small business retail, there are multiple "other types of bags" being used in these environments and very small numbers of each kind. Retailers are often providing "reusable" bags from cloth to canvas to higher quality plastic. With a sample size of 8 businesses, (varied in size and type) we discovered 15 plus different types of bags being used in these alone. We also discovered most small business are only ordering bags between 6mnts-2yrs due to quantities.

Given this admittedly small but well researched group we recommend the following proactive and positive approach to this change:

1. Implement a single use plastic bag ban in large retail and grocery stores. Using common sense on the size threshold based on trying to only include large users of single use plastic bag.
2. Require these stores that have the ban to charge for paper bags and leave the fee with the store collecting it. This will encourage 100% participation and leverage free commerce to manage the system instead of time-consuming governance by town staff.
3. Allow and encourage all other business to follow the new rule and self-regulate by giving them the option to remove single use and charge for paper (same fee, and they can collect and keep).
4. Encourage all businesses to remove all single use plastic bags from inventory within 24 months. If desired the town could set a timeline for review of the impact of the ordinance and then decide how to proceed in 24 months based on these findings.

We believe that the complexity of implementing a ban on bags at the small business level has been proven with the group we met with. The complexity of types of bags, substantial difference in cost of paper varieties, ordering windows, different philosophy of bags and guests and management by private business of a system that would require investment in time and costs to maintain and similar for town, completely overshadow the agreed goal of removing single bag usage. We believe if we can change the culture locally on a broad scale then it will become inherent at the small retail level and people will change habits without requiring a law make change. It will also avoid the onerous task of managing this by town staff.

Jackson Hole is late to the table with this policy, many other towns, counties and countries have bans, our visitors will adjust quickly and probably have more respect for our community for having such sustainable practices in place, but we urge you to stick to common sense here and achieve the goal with minimum management required. Let business be responsible for the education and change habits positively instead of the alternative overly complex and governed approach.

Yours Sincerely,

A handwritten signature in black ink that reads "Anna Olson". The signature is written in a cursive, flowing style with a large initial 'A'.

Anna Olson
President/CEO Jackson Hole Chamber of Commerce

From: [Stephan Abrams](#)
To: [Town Council](#)
Subject: Plastic Bag Ordinance Proposal
Date: Monday, November 5, 2018 4:31:35 PM

Dear Town Council,

I was recently presented the changes to the plastic bag ban and I ask you to take into consideration some thoughts and changes to the ordinance as being proposed.

As a retailer in the town of Jackson, I support reducing the amount of waste which goes to our waste transfer station and support a plan of action to reduce the amount of waste sent to landfills.

Although plastic is an inexpensive product to use, it's use does have long term implications on our environment locally and globally.

I applaud our community for finding ways to improve our impact on earth and the plastic bag ban is a small step in the correct direction.

My concern of the proposal is the financial burden being placed on retailers and the assumptions being made about retailers.

To begin, I do not believe the fee imposed should go to TOJH which will be distributed to ISWR. ISWR is an important program for our community, but ISWR should only be funded through current and future budgets of TOJH and TC. If the plan of the ban is to reduce waste handled by ISWR and to save ISWR money, then ISWR is not in need of a new funding mechanism. Revenue to TOJH continues to increase with our existing revenue sources, a new source of revenue for one department is not necessary. Also there is not mention of an expiration of funding going to ISWR.

Section 8.36.040 (C) – Retailers shall record the number of disposable bags provided.... What is being proposed is retailers will need to keep an inventory of bags? Doing so will be an added, unnecessary time and money expense, for more than the portion of the fee the retailer keeps. What happens when bags come in damaged, will retailers need to keep track of waste too? The process takes more time to manage than what is being realized in the proposal.

Section 8.36.050 (A) – Have all businesses required to collect this fee been asked if they can collect the fee and it not be classified as revenue? My POS is not able to add this line as it's own item which is not a revenue item. I would have to back out of my sales, which making adjustments to sales is not an recommended way to keep accurate books, and takes more bookkeeping time.

8.36.070 (A) – How is the town defining 'records' on the number of disposable paper bags provided. This is very vague and has the potential to be expensive and time costly to retailers.

(B) – The audit of books is a bit of overreach for the purpose of collecting this fee. Where is the trust with businesses? TOJH must show cause, at least, to audit a retailer's books, but I am completely opposed for TOJH needing any reason to audit my books.

I also read some comments provided to TOJH in favor of the ordinance. It says, "Besides, businesses mostly passes the cost of bags along to customer." I'm not clear on the message or the person's retail experience, but I can tell you the ordinance in it's current state will cost businesses more than \$0.10 per bag to be compliant.

Please consider making changes to the ordinance which will not create a financial burden on the shoulders of retailers.

Thank you for taking the time to read and consider my comments.

Best Regards,



Stephan C. Abrams

Owner

The Liquor Store of Jackson Hole

PO BOX 8219, 115 Buffalo Way, Jackson, WY 83002

| p: 307-733-6487 | f: 307.732.1825

e: stephan@wineliquorbeer.com | w: www.TLSofJH.com



The Liquor Store of Jackson Hole is a locally owned, community-minded business that is nationally recognized as an industry leader. We excel in customer service, take pride in our unique product offerings, and are committed to continuing education for our staff.



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From: [Nikki Kaufman](#)
To: [Pete Muldoon](#)
Subject: Re: Plastic Bag Education: Bigger job than we can imagine...
Date: Wednesday, October 31, 2018 1:38:24 PM

Mr. Muldoon,

I know the new plastic ban bag ordinance will have its first reading this coming Monday Nov 5th (which happens to also be my birthday). I wanted to follow-up to see what support looked like for a .20 cent or more fee on paper bags and the split between ISWR and businesses. I know many people in the community would agree with this fee and split, and I would love to round up folks to voice their opinions on the matter if you think that make-up is unlikely.

Please let me know. Cheers!

Nikki

On Wed, Oct 17, 2018 at 12:48 PM Nikki Kaufman <nikki.kaufman1@gmail.com> wrote:
Mr. Muldoon, Mr. Stanford, Mr. Frank, Mrs. Morton Levinson, and Mr. Lenz,

I would like to thank you again for your deliberate and positive commentary regarding the plastic ban bag at Monday's workshop. I would like to second Wes Gardiner's comment that this been has been a very transparent and productive process.

I am reaching out to reiterate my point about having a .20 paper bag fee split 50/50 between businesses and ISWR. As a recent ISWR board member and through my own personal road to Zero Waste, I have seen just how difficult it is to find folks willing to educate themselves on waste reduction in this county. A

Like Mr. Scott from Whole Grocer suggested, it would be ideal to give 100% of the revenue back to businesses and allow them to educate their employees. However, I don't think that option fits our town's unique sales model. Between unrelenting employee turnover and the chaos that managers must endure during the "on" seasons, I am not so sure they have the time or mental capacity to take on this job. I don't think we should add another "to do" on to their already endless lists.

Instead, I believe we should let ISWR utilize their resources and incredibly knowledgeable team to help educate in an efficient and consistent manner across the town. Instead of a store by store implementation, this project could help make a town wide tool kit and protocol for the ban that each site can easily use.

That being said, I am not a business owner and believe that we should do whatever will relieve the most stress from their lives.

Thank you again for the opportunity to be heard during this process and I look forward to more meetings on the subject!

Cheers,
Nikki Kaufman
413-687-5062



Brooke Bullinger

P.O. Box 2528
32 East Broadway
Jackson Hole, Wyoming 83001
(307) 733-6772

#1 - I am all for getting rid of plastic bags (single use) - I have no problem with that.

What I have a problem with is having to charge my customers for the bag. My merchandise is all low end - I have dozens of people a day who buy 1 card (many of them do not take a bag) but others need 1 to keep it clean or whatever. I cannot in all good conscience, charge them for the bag.

I will pay the bag fee but I do not understand how you could enforce this. It would be hard with my cash registers to show it on the sale and if added into the sale and the sale is on a credit card (which over 80% of sales these days are on a credit card) then we, as merchants, have to pay 3-3½% credit card fee also. Since the bags will already cost more, the money ~~has to~~ ^{should} come back to the merchant to offset some of the increased costs.

Paper bags do require trees - and

They do not decompose unless they are out
in the elements - when people throw their
bag away in the trash can it is not going
to be any more degradable than plastic.

Paper bags do not always do the job
in rainy or snowy weather.

and again a question about compliance +
enforcement - it will have to be on the honor
system since the town has no legal authority
to see any business figures or receipts.

Thank you for your consideration.

Brodie Bulling

Owner Gifts of the Earth - 44 years

ORDINANCE Q

AN ORDINANCE ADDING CHAPTER 16.50 TO THE MUNICIPAL CODE OF THE JACKSON ESTABLISHING AN OFFICE OF THE HOUSING OMBUDSMAN; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Chapter 16.50 of the Municipal Code of the Town of Jackson is hereby created to read as follows:

Chapter 16.50. Office of the Housing Ombudsman

16.50.001. Legislative Purpose

It is the intent of the Town Council of the Town of Jackson, Wyoming to establish, in addition to other remedies or rights of appeal of any person under local, state or federal law, an independent, impartial local office readily available to the public and empowered to investigate housing disputes; to direct tenants, landlords and persons to the right avenue of recourse and/or the proper venue for recourse for conflicts; to assist in resolving problems and grievances between a landlord and a tenant; to document and identify issues and problems with residential rental housing and landlord-tenant relationships; and to recommend needed changes to laws to the Town of Jackson Town Council.

16.50.002. Creation of Office

The Office of Housing Ombudsman is hereby established in the Town of Jackson by virtue of W.S. 15-1-103(xli) for the health, safety and welfare of citizens seeking or who have obtained residential housing, or who offer or provide residential housing in the Town of Jackson, Wyoming.

16.50.003. Appointment

The Town of Jackson Victim Services Division of the Jackson Police Department shall serve as Housing Ombudsmen. This arrangement helps to guarantee the independence of the Housing Ombudsmen, who are not only providing a direct service to citizens but are performing a role in legislative oversight of the Town of Jackson Housing Ombudsman program by reporting to the Chief of Police and the Town Council.

16.50.004. Qualifications

- A. The Housing Ombudsman shall be a person of recognized judgment, objectivity and integrity who is well-equipped to analyze problems of law, administration and public policy.
- B. No person while serving as Ombudsman:
 - 1. Shall engage in any other occupation, business, or profession likely to detract from the full-time performance of his or her duties as Ombudsman; or,
 - 2. Shall engage in any other occupation, business or profession likely to result in a conflict of interest or an appearance of impropriety or partiality.

C. The Housing Ombudsman shall follow the policies, rules and procedures as adopted by the Town for the Office of Housing Ombudsman.

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2018.

PASSED 2ND READING THE ____ DAY OF _____, 2018.

PASSED AND APPROVED THE ____ DAY OF _____, 2018.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2018.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: October 30, 2018
MEETING DATE: November 5, 2018

SUBMITTING DEPARTMENT: Legal
DEPARTMENT DIRECTOR: Audrey Cohen-Davis
PRESENTER: Audrey Cohen-Davis

SUBJECT: Ordinance Q Establishing the Office of the Housing Ombudsman in the Town of Jackson

PURPOSE

The purpose of this item is to provide an ordinance for consideration at first reading establishing the Office of the Housing Ombudsman to assist with residential housing issues.

BACKGROUND/ALTERNATIVES

At the September 17, 2018 Town Council workshop, staff presented draft policies and procedures set forth a structure for the Town of Jackson Housing Ombudsman Program and a draft Ordinance establishing the Office of the Housing Ombudsman at the Town of Jackson. The Town Council approved a motion to direct staff to continue refining the general framework and policies and procedures for the ombudsman position within the Victim Services Department of the Jackson Police Department and bring back a draft ordinance to Council at a future date for approval.

FISCAL IMPACT

\$10,000 was adopted into the FY2019 budget for the ombudsman program to cover the additional salary for the Office of the Ombudsman services provided by the Victim Services Division of the Jackson Police Department.

The fiscal impact of passage of an ordinance varies between \$250.00 and \$700.00 depending on the length of the ordinance. (Shorter ordinances average around \$350.00 and short franchise ordinances can reach \$700.00.) They appear in the newspaper the Wednesday following Town Council's action on third reading (two (2) days later). Should Town Council make changes to the ordinance on third reading, the ordinance would need to be re-advertised in its final form.

ALIGNMENT WITH TOWN COUNCIL'S STRATEGIC INTENT

This item aligns with Town Council's intent to deliver quality services and facilities in a fiscally responsible and coordinated manner and to sustain Jackson's unique character and continue to be the primary location for jobs, housing, shopping, educational and cultural activities by ensuring safe, healthy housing options for residents.

STAFF IMPACT

Significant staff time has been spent by the legal department to research ombudsman programs around the state and country, drafting the attached policies and procedures and ordinance, and meeting with the Chief of Police regarding the structure of this program within the Victim Services Division of the Jackson Police Department. The Chief of Police and Victim Services also spent time considering and reviewing the attached and assisting the legal department.

The staff impact of passage of ordinances after second reading is notable in the Town Clerk's office and involves preparing the ordinance for advertising and sending to the newspaper, updating the Jackson Municipal Code

online and in hard copy for those receiving hard copy versions of the code. The ordinance is also printed and signed and placed in the permanent record storage book in the vault and indexed and posted on the website. The ordinance is also prepared and sent to the newspaper for advertising

LEGAL REVIEW

Complete.

ATTACHMENTS

Ordinance Q establishing the Office of Housing Ombudsman

RECOMMENDATION

Staff recommends adoption of the attached Ordinance at first reading.

SUGGESTED MOTION

I move to approve Ordinance Q on first reading.

ORDINANCE R

AN ORDINANCE REPEALING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1151 (PART), 1197 (PART), 1162 (PART), AND 1074 (PART) AND SECTIONS 5.6.1.B.4.a, 5.6.1.B.4.b, 5.6.1.B.4.d, 5.6.1.B.4.g, 5.6.1.B.4.i, 5.6.1.C.3.a, 5.6.1.C.5.a, 5.6.1.C.5.b, 5.6.1.C.5.e, and 5.6.1.D.8 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING SIGN CODE STANDARDS; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section 1 of the Town of Jackson Ordinance Numbers 1151 (PART), 1197 (PART), 1162 (PART), AND 1074 (PART) and Sections 5.6.1.B.4.a, 5.6.1.B.4.b, 5.6.1.B.4.d, 5.6.1.B.4.g, 5.6.1.B.4.i, 5.6.1.C.3.a, 5.6.1.C.5.a, 5.6.1.C.5.b, 5.6.1.C.5.e, and 5.6.1.D.8 of the Town of Jackson Land Development Regulations are hereby repealed.

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clauses, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate and distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinances.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2018.

PASSED 2ND READING THE ____ DAY OF _____, 2018.

PASSED AND APPROVED THE ____ DAY OF _____, 2018.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming on the ____ day of _____, 2018.

I further certify that the foregoing ordinance was duly recorded on Page _____ of Book ____ of the Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdysahw, Town Clerk

Div. 5.6. Sign Standards

5.6.1. Town Sign Standards (7/18/18, Ord. 1197)

A. Purpose

The purpose of this Division is to afford the business and residential community equal and fair opportunity to advertise and promote its products and services without discrimination; to protect and enhance the community character and visual environment; to preserve the right of the citizens to enjoy our Town's scenic beauty; to improve pedestrian and traffic safety; to minimize the possible adverse effect of signs on nearby public and private property; and to enable the fair and consistent enforcement of these sign regulations.

B. Applicability

1. **Permit Required.** The provisions of this Section shall apply to all signs located within the Town boundaries, except as specified in these LDRs. No sign shall be erected, altered, or relocated without prior authorization pursuant to this Section.
2. **Administrative Adjustment.** The administrative adjustment procedure is intended to allow for flexibility in the regulations when a standard is inapplicable or inappropriate to a specific use or design. The Planning Director shall have the authority to approve or deny administrative adjustment requests for the standards within this Section pursuant to the procedures of Sec. 8.8.1.
3. **Maintenance and Repainting Exempt.** The repainting, changing of parts, and maintenance of legally conforming signs shall not require a permit, provided that the changes do not enlarge or change the sign significantly.
4. **Exempt Signs.** The following signs shall be exempt from the provisions of this Section, provided that they satisfy the requirements set forth below.
 - a. ~~Traffic Signs. All signs erected in a public right-of-way by a public agency or on a private road right-of-way for controlling or directing traffic.~~
 - b. ~~Political Signs. Political signs pertaining to a specific election, which are displayed not earlier than 30 days prior to the primary election and are then removed by the candidate or property owner who placed the sign within 5 days after the general election; if there is no primary election, the sign shall be erected not earlier than 30 days prior to the general election, and the sign shall be removed 5 days after the general election. All signs shall be located on private property and shall not impede the public right-of-way.~~
 - c. **Flags.** Official, State, and Nation flags shall be permitted. Corporate flags are permitted and shall be limited to one flag 15 square feet in size, which shall not be deducted from the total signage permitted. Flagpoles are permitted provided that a building permit is obtained and that the height of the pole does not exceed the maximum height for structures within the zone that the property is located.

- d. ~~Property Notification Signs. Private warning signs and for sale or for rent signs are permitted, provided that they do not exceed 4 square feet per side, for a total of 8 square feet.~~
- e. **Street Numbers.** Numbers placed on a structure for purposes of identifying the address or the location.
- f. **Vehicular Signs.** All signs placed in or upon a vehicle or trailer, including mass transit vehicles.
- g. ~~Construction Signs. Construction signs for buildings or projects, naming owners, contractors, subcontractors and architects shall be permitted, provided that they do not exceed one sign of 35 square feet for each street frontage of the building or project.~~
- h. **Town, State, or National Historical Signs.** Those buildings designated by the Town Council, the State of Wyoming, or the United States as having historical significance to the community are permitted one historical plaque per street frontage.
- i. ~~Informational Signs. An on-premise sign designed to provide courtesy information or direction to the public by using such words as "entrance", "exit", "parking", "drive-up", "restrooms", "parking", or similar directional instruction, but not including any advertising of the business. The directional signs shall not exceed 6 square feet in area. The maximum height should be 4 feet unless attached to an existing freestanding sign.~~
- j. **Posted Notice.** Notice of a meeting or hearing that meets the standards of Section 8.2.14.C.4.

C. Allowable Signage

- 1. **Allowable Signage by Sign District.** For the purpose of determining allowable sizes, numbers, materials, placement, and other requirements for restrictions on signs as set forth in this Section, the Town sign districts are described below.
 - a. **Town Square Sign District**
 - i. **Town Square Sign District Boundary.** The Town Square Sign District is coincident with the Town Square zone.
 - ii. **Permitted Amount of Signage**
 - a). Two and one-half square feet of sign area for each lineal foot of street facade width up to a maximum of 125 square feet of total sign area is permitted, unless adjusted as hereinafter provided.
 - b). Two signs are permitted for each business per each street frontage.
 - iii. **Permitted Sign Types.** Canopy, projecting, and wall signs. Freestanding signs that are used as directories for more than 3 businesses within a structure that do not have a street frontage are permitted.

- iv. **Prohibited Signs.** In addition to the prohibited signs list in 5.6.1.D. single-tenant freestanding signs are prohibited in the Town Square Sign District.
 - b. **General Sign District**
 - i. **General Sign District Boundary.** The general sign district is comprised of all property within the Town that is not in the Town Square Sign District.
 - ii. **Permitted Amount of Signage**
 - a). 3 square feet of sign area for each lineal foot of street facade width up to a maximum of 150 square feet of total sign area is permitted, unless adjusted as hereinafter provided.
 - b). 3 signs are permitted for each business per each street frontage.
 - c). For each projecting or freestanding sign approved a 10% penalty per sign shall accrue.
 - iii. **Permitted Sign Types.** Canopy, wall, freestanding, and projecting signs.
 - 2. **Multiple Tenant Sign Area Adjustments.** To allow and encourage certain types of signs, as well as to provide adequate advertising for multiple tenant and mixed use structures.
 - a. For buildings containing 3 or more tenants, the maximum total square footage allowable for all signs may be increased by 25% for each additional tenant or business up to an increase of 150% of total sign area.
 - b. Preliminary Master Sign Plans depicting the size and proposed location(s) of all signs for any structure with 3 or more tenants are encouraged to be submitted with development plan applications.
 - 3. **Window Signs.** Signs displayed on the inside or outside of windows in buildings are permitted, provided that they comply with the following standards. For the purposes of this Section, window displays, such as clothing, merchandise and real estate photographs, shall be exempt, provided that they are displayed inside the window.
 - a. ~~Window signs shall not count toward the total allowable signage for a structure, provided that the signage does not advertise the business name or logo. Window signs that advertise the business name shall be counted toward the total signage for the business.~~
 - b. Window signage may occupy no more than 25% of the area of the entire window surface in which it is displayed. In no event shall window signage exceed 16 square feet in any window surface.
 - c. Prohibited features of window signs shall include profanity, flashing lights, rotating beacons, scrolling pictures, and electronic or mechanical features. Sexually explicit nudity is expressly prohibited within windows.

5. Exceptions to Prohibited Signs

- a. ~~Electrical and Changing Signs.~~ Signs denoting the correct time and temperature for the convenience of the public shall be permitted and shall not include more information than that stated above and the name of the business in ownership of the sign. Said sign shall not exceed 12 square feet for a single-sided sign and 24 square feet for a double-sided sign. The size of the sign shall be deducted from the allotted signage permitted for the business.
- b. ~~Neon Signs.~~ Vacancy and No Vacancy signs and Open and Closed signs shall be permitted, provided that the proposed sign does not exceed 10 square feet in size.
- c. **Readerboard Signs**
 - i. Readerboards for movie theaters, playhouses, theaters, and restaurants and bars with changing entertainment shall be permitted, provided that they are manually changed only. These signs shall conform to the design, material and freestanding sign standards set forth in this Division and shall not be internally lighted. A signage area increase of 50% shall be permitted for entertainment businesses requiring a readerboard.
 - ii. Readerboards for churches indicating the times of services, the clergy, quotes of scripture and special events are permitted, provided that they are manually changed only. These signs shall conform to the design, material and freestanding sign standards set forth in this Division and shall not be internally lighted.
 - iii. Gasoline service stations are permitted a maximum of 2 readerboard signs for the purposes of displaying fuel prices, provided that they are manually changed only. These signs shall conform to the design and material standards set forth in this Division and shall not be internally lighted. Fuel prices shall not be changed more than 1 time per day.
- d. **Barbershop Poles.** Barbershop poles with rotating stripes and internal lighting shall be permitted for traditional barbershops only (those businesses offering haircutting services without salons or spas), provided that the pole does not exceed 4 feet in height and 1 foot in width. The pole shall only be lighted and rotating during business hours and shall be attached to the structure in which the business is located.
- e. ~~Directional Signs.~~ An off-premise sign identifying and containing directional information to public places owned or operated by federal, state, or local governments or one of their agencies; or an off-premises sign identifying and containing directional information to sites, which the Town Council has determined to have a historic, cultural, educational, scientific, and religious significance to the community and visitors, and which are difficult to locate without such a sign. Information on directional signs shall be limited to the

~~name of the site, directional arrow, and mileage to the site. Signs shall not exceed 6 square feet in area. The maximum height of the sign shall be the same as freestanding signs in the zone in which the sign is located.~~

D. Prohibited Signs

The following shall be prohibited in all sign districts unless explicitly allowed above.

1. **Rotating Beacon Lights.** Rotating lights attached to any sign structure, sign, or building.
2. **Moving Signs.** Flashing, blinking, fluttering, undulating, swinging (non canopy signs), rotating, or otherwise moving signs, pennants, balloons, holograms, light beams, or other free flowing decorations.
3. **Temporary Signs.** Banners, banner signs, portable signs or any device which can be classified as a portable sign, including, but not limited to: Signs with wheels that can be rolled onto the sidewalk or street right-of-way, signs supported by an A-frame apparatus, signs supported by a heavy weight at the base, that can be rolled into place, or any other device in the form of a sign that is of a temporary nature and not permanently affixed to a building or sign structure. Refer to Section 4670.I. Temporary Signs-Permitted Uses for exceptions.
4. **Off-Premises Signs.** Signs for advertising or identification of a business not located on the same premises as the sign. For the purposes of this definition, this shall include the outdoor display of items, which are not for sale within the business.
5. **Neon Signs or Valances.** Any neon sign located on the outside of a building or attached to a sign structure.
6. **Readerboard or Changeable-Copy Signs.**
7. **Roof Signs.** Any sign placed or painted upon or above the roof or parapet wall of a structure.
8. ~~Profane Language on Signs.~~
9. Sexually Explicit Nudity on Signs.

E. Sign Materials and Design

1. **Materials.** Signs may be constructed of, but not limited to painted, stained or carved wood; brick or stone; glass; high density urethane foam; gold leaf and silver leaf; metal, which is painted, rusted, or anodized, rust resistant, or otherwise treated to prevent reflective glare. Prohibited materials include: plexiglass, polymers, plastics, acrylic, lexan, and flex face, with the exception of those used for letters, as defined in E.6.
 - a. Background colors may include any color, with the exception of white or yellow, fluorescents, and certain tints of said colors. A complete color palette is available in the Town Planning Department, and paint samples



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: October 31, 2018
MEETING DATE: November 5, 2018

SUBMITTING DEPARTMENT: Legal
DEPARTMENT DIRECTOR: Audrey Cohen-Davis
PRESENTER: Lea Colasuonno

SUBJECT: (P18-247) Repealing Portions of the Town of Jackson Sign Code

STATEMENT/PURPOSE

The purpose of this item is to repeal portions of the Town of Jackson sign code.

BACKGROUND/ALTERNATIVES

The need for this change to the sign code derives from a shift in the federal legal landscape under the Supreme Court of the United States *Reed v. Town of Gilbert* decision. Council approved a two-step process to bring the sign code up-to-date with the Supreme Court's recent interpretation of the First Amendment at its September 17, 2018 Workshop.

Step 1: The first step in the process is to repeal discrete portions and subsections of the sign code that are constitutionally problematic. Staff has included herewith a repeal ordinance for Council's review to complete this first step.

Step 2: The second step in the process is to amend and reenact the sign code to address pre-existing shortcomings in the code and those generated by repealing only some subsections. Staff anticipates presenting an amended sign code for Council's consideration promptly after Planning Commission reviews the amendments.

Town Council has the option to:

1. Repeal the offending portions of the sign code, as set forth in the attached ordinance; or
2. Leave the sign code intact as is.

STAKEHOLDER ANALYSIS

All residents and visitors are stakeholders for this item.

ATTACHMENTS

- Ordinance R
- Sign Code LDR with Redline Changes

FISCAL IMPACT

The fiscal impact of passage of ordinances after third reading varies between \$250.00 and \$700.00 depending on the length of the ordinance. Shorter ordinances average around \$350.00 and franchise ordinances can reach \$700.00. Ordinances appear in the Jackson Hole News & Guide after third reading, but are sent to the Jackson Hole News & Guide prior to Council action on third reading. Ordinances appear in the Jackson Hole News & Guide the Wednesday following Council's action on third reading (two days after being enacted). If Council makes changes to the ordinance on third reading, the ordinance needs to be re-advertised in its final form.

STAFF IMPACT

The staff impact of this item is felt most keenly in the Legal and Planning Departments, though also has an impact on the Police Department's enforcement division and the Town Clerk's Office.

LEGAL REVIEW

Complete.

RECOMMENDATION

Staff recommends adopting Ordinance R as drafted.

SUGGESTED MOTION

I move to approve Ordinance R on first reading.

MEMORANDUM

TO: Mayor and Town Council

FR: Larry Pardee, Town Manager

DT: November 19, 2018

RE: Town Manager's Report

Sales and Lodging Tax

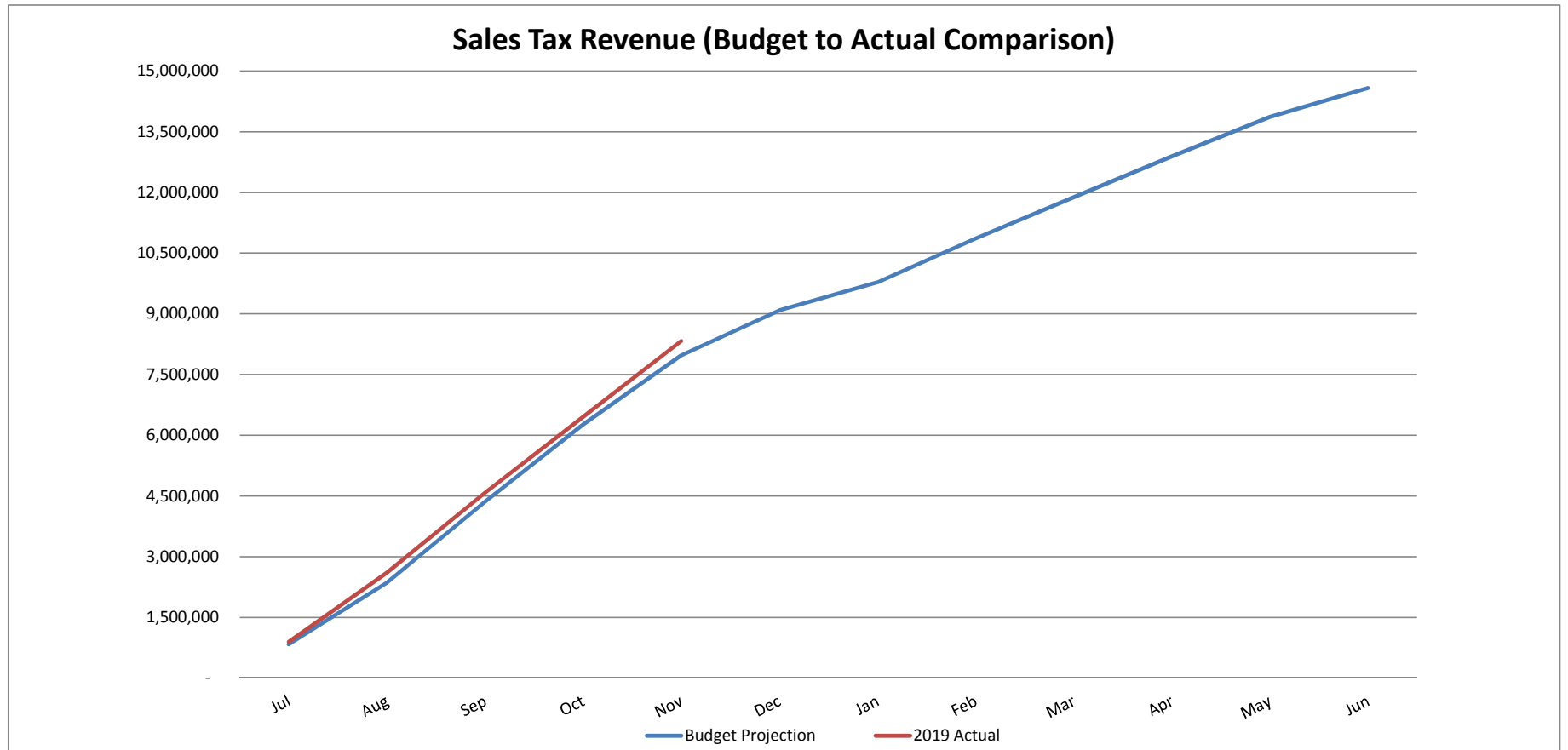
The Town budgeted a total of \$1,106,184 in lodging tax revenues for FY19 from the 30% visitor impact portion combined with the 10% general fund portion. We have collected \$731,344 to date which is 66.1% of total projected collections. November 2018 revenue represents collections from September 2018. These amounts are tracked through the Special Revenue Fund for the Lodging Tax.

Sales tax collections year to date are 3.1% over last year. November collections are up 1.5% over the same collection period last year. Collections are currently tracking at \$355,655 more than budgeted. However, we are only five months into collections and we still have December 2018 through June 2019, collections to account for before realizing any unanticipated revenue. November 2018 revenue represents collections from September 2018.

TOWN OF JACKSON, WYOMING
SALES TAX COLLECTIONS (4% and 1%)
November-18

Receipt Month	15/16				16/17				17/18			18/19			12 Mth
	FY2015	FY2016	15/16 Change	Percent Change	FY2017	16/17 Change	Percent Change	FY2018	17/18 Change	Percent Change	FY2019	18/19 Change	Percent Change	Rolling Avg	Sales Month
Jul	\$ 621,792	\$ 713,141	\$ 91,349	14.7%	\$ 807,564	\$ 94,423	13.2%	\$ 807,972	\$ 408	0.1%	\$ 890,746	\$ 82,774	10.2%	11.1%	May
Aug	1,249,588	1,287,639	38,051	3.0%	1,411,501	123,863	9.6%	1,551,376	139,875	9.9%	1,711,050	159,674	10.3%	11.2%	Jun
Sep	1,488,138	1,705,468	217,330	14.6%	1,920,244	214,777	12.6%	1,971,647	51,402	2.7%	1,979,587	7,941	0.4%	10.8%	Jul
Oct	1,513,838	1,750,353	236,515	15.6%	1,665,117	(85,236)	-4.9%	1,897,973	232,856	14.0%	1,868,746	(29,227)	-1.5%	8.7%	Aug
Nov	1,523,192	1,420,820	(102,372)	-6.7%	1,533,746	112,925	7.9%	1,850,527	316,781	20.7%	1,877,983	27,456	1.5%	6.5%	Sep
Dec	826,299	1,002,143	175,844	21.3%	1,046,289	44,146	4.4%	1,054,095	7,806	0.7%	-	----	----	----	Oct
Jan	587,477	600,037	12,560	2.1%	655,026	54,989	9.2%	680,672	25,645	3.9%	-	----	----	----	Nov
Feb	822,382	831,587	9,205	1.1%	1,032,128	200,542	24.1%	1,166,026	133,898	13.0%	-	----	----	----	Dec
Mar	683,968	850,550	166,581	24.4%	947,188	96,639	11.4%	1,066,105	118,917	12.6%	-	----	----	----	Jan
Apr	712,992	915,256	202,263	28.4%	859,580	(55,676)	-6.1%	1,041,459	181,879	21.2%	-	----	----	----	Feb
May	815,782	842,792	27,010	3.3%	874,371	31,579	3.7%	1,010,453	136,082	15.6%	-	----	----	----	Mar
Jun	544,020	610,312	66,292	12.2%	660,771	50,459	8.3%	728,398	67,628	10.2%	-	----	----	----	Apr
Totals	\$ 11,389,469	\$ 12,530,098	\$ 1,140,628	10.0%	\$ 13,413,526	\$ 883,428	7.1%	\$ 14,826,704	\$ 1,413,178	10.5%	\$ 8,328,112	\$ 248,617	3.1%		

Budgeted Sales Tax for FY 2018 4.00% \$ 14,576,001
Budgeted Sales Tax Year-to-Date 4.00% 7,972,457
Actual Sales Tax Collected Year-to-Date 8,328,112
Leading (Lagging) Budget - through November \$ 355,655



TOWN OF JACKSON, WYOMING
LODGING TAX REPORT
November-18

Month Received (2 mos. lag)	Lodging Tax - Total				Town				County			
	Total	Promotion T&T Board	Visitor Impact	General Fund	Visitor Impact	General Fund	Total	T/C Split Percent	Visitor Impact	General Fund	Total	T/C Split Percent
FY2019:												
July	\$ 323,950	\$ 194,370	\$ 97,185	\$ 32,395	\$ 43,597	\$ 14,532	\$ 58,130	44.9%	\$ 53,588	\$ 17,863	\$ 71,450	55.1%
August	1,096,755	658,053	329,027	109,676	115,982	38,661	154,642	35.3%	213,045	71,015	284,060	64.7%
September	1,194,277	716,566	358,283	119,428	121,243	40,414	161,657	33.8%	237,040	79,013	316,054	66.2%
October	1,158,899	695,340	347,670	115,890	126,204	42,068	168,272	36.3%	221,466	73,822	295,288	63.7%
November	1,137,494	682,496	341,248	113,749	141,481	47,160	188,642	41.5%	199,767	66,589	266,356	58.5%
December	-	-	-	-	-	-	-	---	-	-	-	---
January	-	-	-	-	-	-	-	---	-	-	-	---
February	-	-	-	-	-	-	-	---	-	-	-	---
March	-	-	-	-	-	-	-	---	-	-	-	---
April	-	-	-	-	-	-	-	---	-	-	-	---
May	-	-	-	-	-	-	-	---	-	-	-	---
June	-	-	-	-	-	-	-	---	-	-	-	---
Totals	\$ 4,911,375	\$ 2,946,825	\$ 1,473,413	\$ 491,138	\$ 548,508	\$ 182,836	\$ 731,344	37.2%	\$ 924,905	\$ 308,302	\$ 1,233,207	62.8%

	Visitor Impact	General Fund	Total
TOJ Budget	\$ 829,638	\$ 276,546	\$ 1,106,184
Budget Remain	\$ 281,130	\$ 93,710	\$ 374,840
Earned			66.1%
Remaining			33.9%

12 Month
Rolling Avg
8.7%

	FY2018 Year-to-Date	FY2019 Year-to-Date	Increase (Decrease)
T&T 60%:	\$ 2,889,187	\$ 2,946,825	\$ 57,638
TOJ 30% Visitor:	530,982	548,508	17,526
TOJ 10% General:	176,994	182,836	5,842

