

1. Agenda

Documents:

[TOWN COUNCIL REGULAR MEETING AGENDA.PDF](#)

2. Consent Calendar

Documents:

[DECEMBER 2017 MUNICIPAL COURT REPORT.PDF](#)

[DISBURSEMENTS.PDF](#)

[JANUARY 2, 2018 REGULAR MEETING.PDF](#)

[JANUARY 8, 2018 SPECIAL MEETING.PDF](#)

[TEMPORARY SIGN PERMIT - SNOW KING BEACON TRAINING PARK.PDF](#)

3. Public Hearings, Discussion And/Or Possible Action Items

Documents:

[MICROBREWERY PERMIT TRANSFER OF OWNERSHIP.PDF](#)

[SPECIAL EVENT - RENDEZVOUS CONCERT ON THE TOWN SQUARE.PDF](#)

[ADDITIONAL EXHIBITS \(1-16-18\).PDF](#)

[ITEM P17-187.PDF](#)

[STAFF REPORT REVISED 1-12-18.PDF](#)

4. Matters From The Town Manager

Documents:

[TOWN MANAGERS REPORT.PDF](#)

# **Jackson Town Council Regular Meeting**

Tuesday, January 16, 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. OPENING**

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Announcements/Proclamations

## **II. 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](mailto:Council@jacksonwy.gov).

## **III. CONSENT CALENDAR**

- A. Minutes
  - 1. January 2, 2018 regular meeting
  - 2. January 8, 2018 special meeting
- B. Disbursements
- C. December 2017 Municipal Court Report
- D. Temporary Sign Permit: Snow King Beacon Training Park (P18-014)

## **IV. PUBLIC HEARINGS, DISCUSSION AND/OR POSSIBLE ACTION ITEMS**

- A. Administration
  - 1. Special Event – Rendezvous Concert on the Town Square (Carl Pelletier, Special Event Coordinator)
  - 2. Microbrewery Permit Transfer of Ownership (in name only) Roadhouse Brewing Company at 1225 Gregory Lane (Sandy Birdyshaw, Town Clerk)
- B. Planning
  - 1. Item P17-230: Petition to Vacate Alley at 112 Center St. (Paul Anthony, Principal Planner)
  - 2. Item P17-187: Development Plan for 990, 988, 986 W. Broadway (Paul Anthony, Principal Planner)

## **V. RESOLUTIONS**

## **VI. ORDINANCES**

## **VII. MATTERS FROM MAYOR AND COUNCIL**

- A. Board and Commission Reports

## **VIII. MATTERS FROM THE TOWN MANAGER**

- A. Town Manager's Report

## **IX. 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.*



**TOWN OF JACKSON  
MUNICIPAL COURT  
MONTHLY REPORT TO THE MAYOR AND THE TOWN COUNCIL  
FOR THE MONTH OF DECEMBER, 2017**

During the month of November, the court received \$29,276 in fines, fees, and forfeitures.  
595 new cases were docketed: 469 parking citations, 126 summons  
52 cases were dismissed: 27 parking violations

The abbreviations used below are: BF=forfeiture, GP=pled guilty or nolo contendere, G=found guilty at trial, NG=found not guilty at trial, R=restitution, Pr=probation, CS=community service, DP=deferred prosecution, D=dismissed, DTS=dismissed for traffic school, S=suspended sentence, FTA=failed to appear, DA=deferred adjudication, FTCS=failure to complete sentence.

**CLOSED CASES**

<u>NAME</u>	<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
BAERGA, CHRISTIAN	19601K	Public intoxication	BF	110
BAKER, ARIANNA C	186003988AA	No display of current registration	BF	110
BALLARD, CASSIDY NICOLE	186004705AA	Failure to maintain liability coverage	D-Valid Information Provided	0
BAUER, JOHN FRANK	186004123AA	Use of cell phone while driving prohibited	BF	65
BENTLEY, JONATHAN MICHAEL	186002200AA	Following too Close	BF	75
BEVAN, BRITTANY NICHOLE	186002194AA	Following too Close	BF	85
BRADY, GARY J	03148L	Public intoxication	BF	110
BROWN, DYLAN J	95605J	Driving/Control of vehicle while intox	GP	750
CAMPBELL, CATHERINE EMILY	186004125AA	Use of cell phone while driving prohibited	BF	100
CARGILL, AMY JO	186004129AA	Use of cell phone while driving prohibited	BF	65
CHAMBERS, ELISA MATURO	186002192AA	Speeding in a school zone 35/20	BF	280
COCIUL, ALEXANDRU	03156L	Use of hand-held electronic device while driving-MUST	D-DP	0
COLBY, CAITLIN PATRICIA	186002198AA	Speeding 40/30	BF	100
CORY, GRAHAM EDWARD	186003416AA	Failure to maintain liability coverage	BF	410
DE MARIA, CAITLIN MARISSA	186004131AA	Use of cell phone while driving prohibited	BF	65
DELACY, MAREIL RYAN	186004097AA	Speeding 30 mph Zone 46/30	BF	124
DENISENKO, GRIGORY LEONIDOVICH	186000690AA	Use of cell phone while driving prohibited	BF	100
DIETZE, DANIEL BRADLEY	186004212AA	Public intoxication	BF	110
DONNELLY, DREW P	23813D	Driving/Control of vehicle while intox	GP	300
DORE, ADALINE GRIFFIN	96965C	DUI	D- DA 7.13.301	0
DYE, DIRK R	03147L	Public intoxication	BF	110
EDGEWORTH, AUDREY MEREDITH	186003927AA	Use of cell phone while driving prohibited	BF	75
EDWARDS, SCOTT A	186003419AA	Driver & Passenger Req. to wear seat belt	BF	25
EVENSON, TERRI LYNN	186002487AA	Uncontrolled animals: molests passerby, chase attack	BF	200
EYER, LOGAN MITCHELL	186003931AA	Failure to yeild ROW	BF	85
FEUERSTEIN, AARON MATTHEW	186003929AA	No Driver's license	D-Per Motion from Town	0
FRIAS, RUBEN CALOCA	186004168AA	Duty upon colliding with unattended vehicle or property	D-Per Motion from Town	0
FRIAS, RUBEN CALOCA	186004169AA	No Driver's license	D-Per Motion from Town	0
GALLOWAY, GRANT ALLEN	186004078AA	Speeding 44/30	D-TS	0
GAVITT, ALISON STEVENS	186000688AA	Speeding 50/40	BF	100
GROSSMAN, JUDD ARTHUR	186003734AA	Speeding 44/35	D-TS	0
HANGANU, FLORIN A	186003424AA	Failure to stop at a red light	BF	125
HARDESTY, JEREMIAH DAVID	186002262AA	Public intoxication	BF	110
HARMON, JACLYN YOUNG	186003894AA	Stop Sign Violation	BF	135
HAWKES, WILLIAM EDWARD	186003987AA	Failure to maintain liability coverage	BF	410
HAWKES, WILLIAM EDWARD	186003986AA	No display of current registration	BF	110
HEDGES, ISABEL ROSS	186002195AA	Speeding 30 mph Zone 40/30	BF	100
HIPP, STEPHEN LOUIS	186003945AA	Duty upon colliding with unattended vehicle or property	BF	235
HORSELY, RULON D	94573J	Driving/Control of vehicle while intox	GP	750
JACKSON, YVONNE RAE	95314J	DUI	D- DA 7.13.301	0
JACOBY, JOSHUA CHAD	186004306AA	No Driver's license	BF	100
JAPEL, AARON FRANK	186002491AA	Use of cell phone while driving prohibited	BF	65
KENNEDY, DOUGLAS LEONARD	186004130AA	Wrong way on one-way street	BF	110
KENNERLEY, ALEC M	94703J	Drive/control veh under infl alcohol concentration 0.08'	D- DA 7.13.301	0
KIBBE, RYAN EUGENE	186003930AA	Speed Limits Generally 51/25	BF	200
KILPATRICK, STEVEN ALLEN	186003977AA	Duty upon colliding with unattended vehicle or property	D-TS	0

KING, LAURA ELIZABETH	186004135AA	No display of current registration	BF	125
KONRAD, DAVID M	95818J	Driving/Control of vehicle while intox	D- DA 7.13.301	0
KONSTANT, PAMELA DARLENE	186003567AA	Required to stop on flashing red signal	BF	75
KREIF, SANDY FAYE	186003421AA	Use of cell phone while driving prohibited	BF	65
MALDONADO, MATTHEW DAVID	186002238AA	Public intoxication	BF	110
MARQUINA DE MORALES, IRENE	186003993AA	Speeding 30 mph Zone 45/30	BF	120
MARTINO, NANCY A	186003420AA	Stop Sign Violation	NCP	125
MAZO-LOPEZ, VICTOR MANUEL	186001963AA	Failure to stop at a red light	BF	125
MORALES-PORTILLO, FRANCISCO A	19608K	Public intoxication	BF	110
MUNGUIA PEREZ, VICTOR ALFONSO	186003570AA	Failure to maintain liability coverage	D-Valid Information Provided	0
OCROWLEY, JAMES YOUNG	186002246AA	Public intoxication	BF	110
ONAT, MUHAMMED	186004202AA	Stop Sign Violation	BF	135
ONDER, MICHAEL TIMOTHY	186001962AA	No Driver's license	D-Per Motion from Town	0
ORTIZ, FATIMA LETICIA	11331J	No Driver's license	BF	410
PALOMO ROSENTHAL, MARIA FERNANDA	186003932AA	UNSAFE TURNING MOVEMENT	BF	85
PARTRIDGE, GAVIN D	18706J	Public intoxication	BF	110
PEREZ SILVANO, JOSE ALBERTO	03069L	No Driver's license	BF	410
PFEIL, HILLARY EDNA ELLA	186003938AA	Use of cell phone while driving prohibited	BF	100
PINA-TORRES, JOSE MAURICIO	186004074AA	Failure to stop at a red light	BF	135
PRESTRUD, REBECCA PAT	186004137AA	Right turns on red light	D-Per Motion from Town	0
RICHTER, BROCK A	03070I	Public intoxication	D-Per Motion from Town	0
RODRIGUEZ PEREZ, JESUS	186002488AA	No Driver's license	BF	420
RODRIGUEZ PEREZ, JESUS	186002489AA	Speeding in a School Zone 36/20	BF	300
ROWLEY, DANIEL WAYNE	186003224AA	Following too Close	BF	85
SCHEIER, GARY E	186003937AA	Speed Limits Generally 40/25	BF	120
SERRANO, LUNANICOYA P	03150L	Public intoxication	BF	110
SLATE, VICTOR GAINES	186002199AA	Following too Close	BF	85
SMITH, MAKENZI TAYLOR	186002788AA	Minor in bar/use fake ID to obtain alcohol	BF	100
SOSA, WHITNEY	186003921AA	Failure to yeild ROW approaching intersections	D-TS	0
SOSA-TENOPALA, KEVIN	186004060AA	Driver & Passenger Req. to wear seat belt	D-TS	0
SOUTO, RYAN EDWARD	186004086AA	Public intoxication	D-Per Motion from Town	0
STEELE, TERRY DEE	186004134AA	Use of cell phone while driving prohibited	BF	65
STIREMAN, MATTHEW RAY	186003995AA	Use of cell phone while driving prohibited	BF	65
STRONG, KEVIN ROSS	186003229AA	Public intoxication	BF	110
TILEN SOUFFRONT, ALEXANDRA ELAINE	186002330AA	Speeding 30 mph Zone 50/30	BF	140
VAZQUEZ, ANTONIO	95457J	Driving/Control of vehicle while intox	GP	750
WARD, CARRIE MAE	186002402AA	Failure to maintain liability coverage	BF	420
WILLIAMS JR, HENRY R	186003569AA	No display of current registration	BF	63
WREN, MICHAEL EDWARD	186003228AA	Public intoxication	BF	110



## 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.	6090-373592	WIPER BLADE 18 WNTR 1 EA T	12/29/2017	10.18	.00	
5	CARQUEST AUTO PARTS INC.	6090-374220	V-BELT UTILITY	01/04/2017	22.60	.00	
5	CARQUEST AUTO PARTS INC.	6090-374329	B-BELT UTILITY	01/05/2018	11.44	.00	
5	CARQUEST AUTO PARTS INC.	6090-374532	DOMESTIC NICEL/COPPER 1/4	01/07/2018	24.46	.00	
5	CARQUEST AUTO PARTS INC.	6090-374554	BRK LINE 3/8 NICOPP, DOMEST	01/07/2018	17.98	.00	
5	CARQUEST AUTO PARTS INC.	6090-374850	XBO DZ87010	01/10/2018	121.90	.00	
5	CARQUEST AUTO PARTS INC.	6090-375897	HEADLIGHT- HALOGEN	12/29/2017	56.96	.00	
Total 5:					265.52	.00	
10	CASH	010418	postage	01/04/2018	10.05	10.05	01/04/2018
10	CASH	010418	OFFICE SUPPLIES	01/04/2018	66.30	66.30	01/04/2018
10	CASH	010418	RECORDING & FILING FEES	01/04/2018	84.00	84.00	01/04/2018
10	CASH	010418	CASH OVER SHORT	01/04/2018	21.90	21.90	01/04/2018
Total 10:					182.25	182.25	
13	SAFETY SUPPLY & SIGN CO., I	162098	REG 18X6 DG NO PARKING SY	11/28/2017	888.75	.00	
13	SAFETY SUPPLY & SIGN CO., I	162338	DP200 WHITE RND POST W/ W	12/14/2017	1,157.80	.00	
13	SAFETY SUPPLY & SIGN CO., I	162459	REG 18X6 DG ALL WAY SIGN	12/22/2017	545.76	.00	
13	SAFETY SUPPLY & SIGN CO., I	162460	12"X50 YD WHITE CONSTRUCTI	12/22/2017	558.50	.00	
Total 13:					3,150.81	.00	
51	ACE HARDWARE	580576	DURO BAG L&G 30 GAL 25PK	10/25/2017	1,550.00	.00	
51	ACE HARDWARE	582394	SHOPVAC FILTER	11/07/2017	44.99	.00	
51	ACE HARDWARE	585613	CORD APPL 14/3 SPT-3 3', INDR	12/01/2017	18.02-	.00	
51	ACE HARDWARE	587193	SCRW SPAX FH12X1.5ZNBXX12	12/13/2017	3.99	.00	
51	ACE HARDWARE	587213	BROKEN SCREW REMOVR 4-10	12/13/2017	16.99	.00	
51	ACE HARDWARE	587796	HANDLE CHEST 3"ZN, PENCIL	12/18/2017	19.36	.00	
51	ACE HARDWARE	588953	HEX NIPPLE 1/4" MPT YBRS LL,	12/28/2017	43.95	.00	
51	ACE HARDWARE	589108	BROOM PUSH24" BLEND ACE,	12/29/2017	146.95	.00	
51	ACE HARDWARE	589137	KEYBLANK YALE Y11-ACE	12/29/2017	13.96	.00	
51	ACE HARDWARE	589138	CM TANK SPRAYER 1 GAL	12/29/2017	29.99	.00	
51	ACE HARDWARE	589282	5/16-18 GR8 NYLON LOCK NUT,	12/31/2017	147.15	.00	
51	ACE HARDWARE	589562	STRIP FURRING 1X2"X8'+G1, S	01/03/2018	22.66	.00	
51	ACE HARDWARE	589570	BATTERY ALKLN 9V PK4 ACE	01/03/2018	11.99	.00	
51	ACE HARDWARE	589865	10 X 3/4 SEMS TRIM	01/06/2018	2.96	.00	
51	ACE HARDWARE	589887	WIRE LAMP 18/2 SPT-1 BLK, BIT	01/06/2018	58.27	.00	
51	ACE HARDWARE	589922	CREDIT: RETURN CONNECTOR	01/06/2018	11.00-	.00	
51	ACE HARDWARE	589971	CONDUIT EMT 1/2"X10'	01/07/2018	4.99	.00	
51	ACE HARDWARE	590118	BIT DRILL 13/32" TIN135PT	01/09/2018	14.99	.00	
51	ACE HARDWARE	590136	BLADE RECIP 9"/10-14T5PK, RE	01/09/2018	36.98	.00	
Total 51:					2,141.15	.00	
65	DELCON INC	197164	JOB #: 9-444: STELLARIA LANE	12/28/2017	236.14	.00	
Total 65:					236.14	.00	
70	THYSSEN KRUPP ELEVATOR C	3003637472	GOLD- FULL MAINTENANCE SE	01/01/2018	288.39	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 70:					288.39	.00	
81	EVANS CONSTRUCTION INC	181996	TICKET #: 70177597- CONCRET	10/18/2017	361.75	.00	
81	EVANS CONSTRUCTION INC	183477	TICKET #: 140147177- ROAD BA	12/07/2017	683.12	.00	
Total 81:					1,044.87	.00	
88	AIRGAS INTERMOUNTAIN INC.	9070911257	PIP 34-274/XXL	12/18/2017	35.16	.00	
88	AIRGAS INTERMOUNTAIN INC.	9071161117	AR CD2560 INM 25% CD/AR 60	12/27/2017	98.81	.00	
88	AIRGAS INTERMOUNTAIN INC.	9950424738	RENT CYL IND LARGE ACETYL	12/31/2017	92.97	.00	
Total 88:					226.94	.00	
96	HIGH COUNTRY LINEN	0044905	BUILDING MAINT @ PUBLIC W	12/28/2017	24.00	.00	
96	HIGH COUNTRY LINEN	0044905	UNIFORMS: ADMIN	12/28/2017	9.70	.00	
96	HIGH COUNTRY LINEN	0044905	UNIFORMS: SEWER	12/28/2017	19.40	.00	
96	HIGH COUNTRY LINEN	0044905	UNIFORMS: WATER	12/28/2017	36.37	.00	
96	HIGH COUNTRY LINEN	0044905	UNIFORMS: STREET	12/28/2017	75.18	.00	
96	HIGH COUNTRY LINEN	0044905	UNIFORMS: FLEET	12/28/2017	38.80	.00	
96	HIGH COUNTRY LINEN	0044905	UNIFORMS: WWTP	12/28/2017	24.25	.00	
96	HIGH COUNTRY LINEN	0045647	BUILDING MAINT @ HOME RAN	01/01/2018	17.81	.00	
96	HIGH COUNTRY LINEN	0045955	BUILDING MAINT @ WWTP	01/03/2018	83.17	.00	
96	HIGH COUNTRY LINEN	0046178	BUILDING MAINT @ PUBLIC W	01/04/2018	57.05	.00	
96	HIGH COUNTRY LINEN	0046178	UNIFORMS: ADMIN	01/04/2018	9.70	.00	
96	HIGH COUNTRY LINEN	0046178	UNIFORMS: SEWER	01/04/2018	19.40	.00	
96	HIGH COUNTRY LINEN	0046178	UNIFORMS: WATER	01/04/2018	26.67	.00	
96	HIGH COUNTRY LINEN	0046178	UNIFORMS: STREET	01/04/2018	65.48	.00	
96	HIGH COUNTRY LINEN	0046178	UNIFORMS: FLEET	01/04/2018	38.80	.00	
96	HIGH COUNTRY LINEN	0046178	UNIFORMS: WWTP	01/04/2018	24.25	.00	
96	HIGH COUNTRY LINEN	0046178	UNIFORMS: SEASONALS	01/04/2018	14.55	.00	
96	HIGH COUNTRY LINEN	S0045350	BUILDING MAINT @ PUBLIC W	12/29/2017	49.00	.00	
96	HIGH COUNTRY LINEN	S0045460	PAPER TOWELS	12/29/2017	117.65	.00	
Total 96:					751.23	.00	
102	CASELLE INC.	84954	ESCROW	12/13/2017	200.00	.00	
102	CASELLE INC.	85219	CONTRACT SUPPORT	01/01/2018	1,198.67	.00	
Total 102:					1,398.67	.00	
106	INTERSTATE BATTERY	22238026	(1) MTP-48/H6, (1) SLA1116	01/08/2018	175.90	.00	
Total 106:					175.90	.00	
131	JACKSON HOLE NEWS & GUID	272244	AD#339697	12/20/2017	537.60	.00	
131	JACKSON HOLE NEWS & GUID	272359	AD#339856	12/20/2017	276.20	.00	
131	JACKSON HOLE NEWS & GUID	272490	AD#339698	12/27/2017	64.00	.00	
131	JACKSON HOLE NEWS & GUID	272592	AD#340635	12/27/2017	39.75	.00	
131	JACKSON HOLE NEWS & GUID	272593	AD#340634	12/27/2017	35.78	.00	
131	JACKSON HOLE NEWS & GUID	272685	AD#340447	12/31/2017	846.40	.00	
131	JACKSON HOLE NEWS & GUID	272686	AD#339854	12/31/2017	915.00	.00	
131	JACKSON HOLE NEWS & GUID	272687	AD#337348	12/31/2017	286.00	.00	
131	JACKSON HOLE NEWS & GUID	272829	AD#339771 MILLIONTH RIDER	12/31/2017	1,541.10	.00	
131	JACKSON HOLE NEWS & GUID	273051	AD#340633	01/03/2017	95.40	.00	
131	JACKSON HOLE NEWS & GUID	273276	AD#341245	01/10/2018	329.93	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 131:					4,967.16	.00	
154	THE CHILDREN'S LEARNING C	010818	3RD QUARTER CONTRACT	01/08/2018	25,350.00	.00	
Total 154:					25,350.00	.00	
156	LOWER VALLEY ENERGY INC	1302492092 12	455 VINE STREET	12/11/2017	78.62	78.62	12/29/2017
156	LOWER VALLEY ENERGY INC	16981089 1217	455 VINE STREET	12/11/2017	39.19	39.19	12/29/2017
156	LOWER VALLEY ENERGY INC	92050 1217	930 SIMON LANE]	01/29/2018	116.01	116.01	01/04/2018
156	LOWER VALLEY ENERGY INC	92050 1217	145 W HANSEN AVENUE FRON	01/29/2018	133.50	133.50	01/04/2018
156	LOWER VALLEY ENERGY INC	92050 1217	145 W HANSEN AVENUE FRON	01/29/2018	57.22	57.22	01/04/2018
156	LOWER VALLEY ENERGY INC	92050 1217	145W HANSEN AVENUE BACK	01/29/2018	57.52	57.52	01/04/2018
156	LOWER VALLEY ENERGY INC	92050 1217	145W HANSEN AVENUE BACK	01/29/2018	106.80	106.80	01/04/2018
156	LOWER VALLEY ENERGY INC	92050 1217	940 SIMON LANE	01/29/2018	164.05	164.05	01/04/2018
156	LOWER VALLEY ENERGY INC	92050 1217	174 NORTH KING	01/29/2018	223.66	223.66	01/04/2018
156	LOWER VALLEY ENERGY INC	92050 1217	174 NORTH KING	01/29/2018	335.51	335.51	01/04/2018
156	LOWER VALLEY ENERGY INC	92050 1217	455 VINE STREET UTILITY	01/29/2018	40.42	40.42	01/04/2018
156	LOWER VALLEY ENERGY INC	92050 1217	55 VIRGINIAN LANE E	01/29/2018	47.84	47.84	01/04/2018
156	LOWER VALLEY ENERGY INC	92050 1217	55 VIRGINIAN LANE G	01/29/2018	50.57	50.57	01/04/2018
156	LOWER VALLEY ENERGY INC	92050-017- 12/	92050-017: INTERMED TREATM	12/29/2017	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-021: 12/	92050-021: 150 E PEARL AVE	12/29/2017	1,853.44	.00	
156	LOWER VALLEY ENERGY INC	92050-025- 12/	92050-025: SK W NEW SHOP	12/29/2017	722.06	.00	
156	LOWER VALLEY ENERGY INC	92050-047: 12/	92050-047: UV BUILDING	12/29/2017	18.55	.00	
156	LOWER VALLEY ENERGY INC	92050-049: 12/	92050-049: WASTE WATER PLA	12/29/2017	7,958.64	.00	
156	LOWER VALLEY ENERGY INC	92050-051: 12/	92050-051: WELL #5	12/29/2017	1,725.42	.00	
156	LOWER VALLEY ENERGY INC	92050-114: 12/	92050-114: HOME RANCH RSTR	12/29/2017	375.45	.00	
156	LOWER VALLEY ENERGY INC	92050-131: 12/	92050-131: 195 E DELONEY RS	12/29/2017	300.63	.00	
156	LOWER VALLEY ENERGY INC	92050-355- 12/	92050-355: S CACHE LIGHTING	12/20/2017	60.78	.00	
156	LOWER VALLEY ENERGY INC	92050-356- 12/	92050-356: 1035 W BROADWAY	12/20/2017	22.78	.00	
156	LOWER VALLEY ENERGY INC	92050-356- 12/	92050-356: 1035 W BROADWAY	12/20/2017	22.78	.00	
156	LOWER VALLEY ENERGY INC	92050-356- 12/	92050-356: KARNS MEADOW ST	12/20/2017	1,254.54	.00	
156	LOWER VALLEY ENERGY INC	92050-357: 12/	92050-357: KARNS MEADOW ST	12/29/2017	317.72	.00	
156	LOWER VALLEY ENERGY INC	92050-360- 12/	92050-360: 1035 W BROADWAY	12/20/2017	22.78	.00	
156	LOWER VALLEY ENERGY INC	92050-362- 12/	92050-362: STELLARIA LN/ S H	12/20/2017	19.98	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:71	92050-045: TOWN SQUARE LIG	12/29/2017	106.73	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:71	92050-050: WATER TANK JXN	12/29/2017	20.40	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:71	92050-074: CRABTREE LANE T	12/29/2017	15.68	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:71	92050-081: PEARL ST IRR CON	12/29/2017	21.61	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-005: CACHE KUDAR LIGH	12/20/2017	61.16	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-006: CACHE ST N LIGHTI	12/20/2017	33.95	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-010: ELY SPRINGS RD FI	12/20/2017	1,534.95	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-016: HOME RANCH LIGH	12/20/2017	34.34	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-020: PATHWAY TUNNEL	12/20/2017	54.51	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-126: LIFT STATION B SP	12/20/2017	21.16	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-127: LIFT STATION A MAI	12/20/2017	211.88	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-130: 3 CRK STREET LIGH	12/20/2017	25.23	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-132: PARKING GARAGE	12/20/2017	1,074.19	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-134: PARKING GARAGE	12/20/2017	91.56	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-334: JOSEPHINE LOOP L	12/20/2017	125.03	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-336: HIDDEN RANCH PAT	12/20/2017	29.17	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-341: HOME RANCH REST	12/20/2017	17.56	.00	
Total 156:					19,576.01	1,450.91	
166	TETON COUNTY-FUND 19	010218PR	DECEMBER 2017	01/02/2018	13,406.40	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 166:					13,406.40	.00	
187	NELSON ENGINEERING	46209	17-004-01 PLAT REVIEW	11/30/2017	1,875.00	.00	
187	NELSON ENGINEERING	46287	PROJ: 14-175-03 WEST BROAD	12/29/2017	13,766.15	.00	
187	NELSON ENGINEERING	46421	PROJ: 17-142-02- ASPEN HILL C	12/31/2017	452.00	.00	
Total 187:					16,093.15	.00	
226	O'RYAN CLEANERS	010318	DRY CLEANING	01/03/2018	121.40	.00	
Total 226:					121.40	.00	
257	NAPA AUTO PARTS INC.	748876	BRAKE PADS- REAR	12/04/2017	46.96	.00	
257	NAPA AUTO PARTS INC.	751598	NAPA AIR FILTER	12/18/2017	39.84	.00	
257	NAPA AUTO PARTS INC.	752491	HEADLIGHT	12/22/2017	7.20	.00	
257	NAPA AUTO PARTS INC.	753374	CREDIT: RETURN LAMP	12/29/2017	31.07-	.00	
257	NAPA AUTO PARTS INC.	753430	WINCH GEAR 2000	12/29/2017	51.99	.00	
257	NAPA AUTO PARTS INC.	753593	NAPAGOLD OIL FILTER, NAPA	12/30/2017	171.28	.00	
257	NAPA AUTO PARTS INC.	753829	NAPAGOLD FUEL FILTER	01/02/2018	28.56	.00	
257	NAPA AUTO PARTS INC.	754096	NAPAGOLD OIL FILTER, NAPA	01/03/2018	581.12	.00	
257	NAPA AUTO PARTS INC.	754415	NAPA EP GREASE CART	01/05/2018	11.97	.00	
Total 257:					907.85	.00	
268	TETON MOTORS INC	5084021	REGULTAOR	12/14/2017	139.83	.00	
Total 268:					139.83	.00	
284	THOMPSON PALMER & ASSOCI	66896	audit FIELD WORK	12/31/2017	19,500.00	.00	
Total 284:					19,500.00	.00	
328	842-NCPERS GROUP WYOMIN	842118	PAYROLL DEDUCTIONS	12/22/2017	80.00	80.00	01/04/2018
Total 328:					80.00	80.00	
342	TETON COUNTY WEED & PEST	40643	NOXIOUS WEED SPRAY CREW	12/04/2017	509.81	.00	
Total 342:					509.81	.00	
383	ANTLER MOTEL, INC.	122217	LODGING FOR PD	12/22/2017	120.00	.00	
Total 383:					120.00	.00	
401	POST REGISTER	73477	JOB WEEK AD	12/31/2017	682.00	.00	
Total 401:					682.00	.00	
447	CDW-GOVERNMENT	LCM9082	EXPLORE XSLATE	12/12/2017	2,000.00	.00	
447	CDW-GOVERNMENT	LCW7671	SURFACE BOOK	12/13/2017	2,845.00	.00	
447	CDW-GOVERNMENT	LDN0560	SURFACE BOOK	12/16/2017	310.00	.00	
Total 447:					5,155.00	.00	
502	ELECTRICAL WHSLE SUPPLY C	S4377539.002	FGT-IN	12/27/2017	32.94	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 502:					32.94	.00	
504	WYDOT	010418	TRANSFER - CITY 1401 9590	01/04/2018	2.00	2.00	01/04/2018
504	WYDOT	010418	TRANSFER - CITY 1432 7667	01/04/2018	2.00	2.00	01/04/2018
504	WYDOT	010418	new PLATE TRAILER ENCLOSE	01/04/2018	5.00	5.00	01/04/2018
Total 504:					9.00	9.00	
532	QUICK BROWN FOX LLC	3460	commuter ticket books	12/14/2017	48.00	.00	
Total 532:					48.00	.00	
544	CENTURYLINK	1428069139	307-734-4419	12/15/2017	7.71	.00	
544	CENTURYLINK	1428493725	307-733-3932	12/19/2017	186.50	.00	
544	CENTURYLINK	307-111-5050	307-111-5050	12/07/2017	1,872.41	.00	
544	CENTURYLINK	307-733-3106	307-733-3106	12/13/2017	36.60	.00	
Total 544:					2,103.22	.00	
563	WESTBANK SANITATION	2746804	WWTP- DECEMBER 2017	01/01/2018	586.87	.00	
Total 563:					586.87	.00	
581	TETON COUNTY INTEGRATED	2394	CARDBOARD PICK-UP SERVIC	01/01/2018	285.00	.00	
Total 581:					285.00	.00	
668	FREEDOM MAILING SERVICE I	32762	UTILITY BILLING	01/05/2018	892.74	.00	
668	FREEDOM MAILING SERVICE I	32762	UTILITY BILLING	01/05/2018	892.73	.00	
Total 668:					1,785.47	.00	
708	DELTA DENTAL PLAN OF WYO	122917	DECEMBER CLAIMS	12/29/2017	8,113.30	8,113.30	01/04/2018
Total 708:					8,113.30	8,113.30	
721	EMERG + A + CARE	PT#2146	DOT PH FOR JA#2146	12/06/2017	180.00	.00	
Total 721:					180.00	.00	
812	CODALE ELECTRIC SUPPLY	S6204634.001	DC8HMICOM	12/15/2017	1,836.00	.00	
Total 812:					1,836.00	.00	
829	HEINER, ROBERT	011018- DOT	DOT PHYSICAL REIMBURSE	01/10/2018	80.00	.00	
Total 829:					80.00	.00	
912	HENDERSON WHEEL & WAREH	S405403	ALCOA WHEEL	12/21/2017	993.60	.00	
Total 912:					993.60	.00	
996	TETON COUNTY SPECIAL FIRE	010218	DECEMBER 2017	01/02/2018	13,334.41	.00	
Total 996:					13,334.41	.00	
1022	GALLS INC.	009047390	UNIFORMS EQUIPMENT	01/02/2018	896.80	.00	



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1022:					896.80	.00	
1064	WYOMING DEPARTMENT OF H	I0008238	COLILERT WATER TESTING- O	01/02/2018	240.00	.00	
Total 1064:					240.00	.00	
1134	ENERGY LABORATORIES INC.	129702	EFFLUENT	01/03/2018	64.00	.00	
Total 1134:					64.00	.00	
1443	TETON COUNTY CLERK	010118F	JANUARY 2018 FIRE/EMS	01/01/2018	101,360.75	.00	
1443	TETON COUNTY CLERK	010118PR	JANUARY PARKS & REC 2018	01/01/2018	21,949.66	.00	
1443	TETON COUNTY CLERK	010118PR	JANUARY PARKS & REC 2018	01/01/2018	90,986.59	.00	
1443	TETON COUNTY CLERK	01012018HA	JANUARY 2018 HOUSING AUTH	01/01/2018	13,049.50	.00	
1443	TETON COUNTY CLERK	95	PROJECT 17012 CLARION ASS	12/19/2017	3,088.31	.00	
Total 1443:					230,434.81	.00	
1504	ONE CALL OF WYOMING	47150	TICKETS FOR DECEMBER 2017	01/04/2018	40.87	.00	
1504	ONE CALL OF WYOMING	47150	TICKETS FOR DECEMBER 2017	01/04/2018	40.88	.00	
Total 1504:					81.75	.00	
1505	SPRING CREEK ANIMAL HOSPI	624914882	WELL ANIMAL CARE	12/28/2017	21.88	.00	
1505	SPRING CREEK ANIMAL HOSPI	624914886	RABIES	12/28/2017	15.00	.00	
Total 1505:					36.88	.00	
1560	BLUE SPRUCE CLEANERS,INC	010118	DRY CLEANING	01/01/2018	436.90	.00	
Total 1560:					436.90	.00	
1614	TETON COUNTY-FUND 10	0102108N	DECEMBER 2017 NORTON	01/02/2018	2,603.39	.00	
1614	TETON COUNTY-FUND 10	010218	DECEMBER 2017 DISPATCH	01/02/2018	14,719.58	.00	
1614	TETON COUNTY-FUND 10	010218DC	DECEMBER 2017 DRUG COURT	01/02/2018	32.77	.00	
1614	TETON COUNTY-FUND 10	010218K	DECEMBER 2017 KOHLHARDT	01/02/2018	2,981.54	.00	
1614	TETON COUNTY-FUND 10	010218P	DECEMBER 2018 PATHWAYS	01/02/2018	5,776.89	.00	
Total 1614:					26,114.17	.00	
1640	WESTERN STATES	IN000540276	HOSE A	12/27/2017	203.47	.00	
1640	WESTERN STATES	IN000540809	OW20 ARTIC 5 GAL	12/27/2017	435.72	.00	
1640	WESTERN STATES	IN000541924	VALVE	12/28/2017	106.58	.00	
1640	WESTERN STATES	IN000543028	KIT REPAIR	12/29/2017	184.68	.00	
Total 1640:					930.45	.00	
1691	CORE & MAIN LP	I180566	2 & 3 ZINC PLTD HEX BOLT & N	01/03/2018	2,942.04	.00	
Total 1691:					2,942.04	.00	
1764	WYOMING.COM INC	1786498	HOSTING	01/05/2018	10.00	.00	
1764	WYOMING.COM INC	1786498	HOSTING	01/05/2018	5.00-	.00	
Total 1764:					5.00	.00	
1783	AT&T	287259163099	MONTHLY CHARGES	12/16/2017	571.62	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1783	AT&T	287279795460	MONTHLY CHARGES	12/19/2017	244.56	.00	
Total 1783:					816.18	.00	
1949	VERIZON WIRELESS	9799103648	MONTHLY SERVICES	01/01/2018	4,474.78	.00	
1949	VERIZON WIRELESS	9799103649	MONTHLY SERVICES	01/01/2018	1,136.91	.00	
Total 1949:					5,611.69	.00	
2034	WYOMING TAXPAYERS ASSOC	00122	MEMBERSHIP FOR BOB MCLA	01/01/2018	195.00	.00	
Total 2034:					195.00	.00	
2175	DIVISION OF VICTIM SERVICES	010818	Crim Victim Surcharge CASE #17	01/08/2018	100.00	.00	
Total 2175:					100.00	.00	
2179	XEROX CORPORATION	091794240	CONTRACT COPIER	01/01/2018	92.87	.00	
2179	XEROX CORPORATION	091794241	CONTRACT COPIER	01/01/2018	220.06	.00	
2179	XEROX CORPORATION	091794242	CONTRACT COPIER	01/01/2018	96.88	.00	
2179	XEROX CORPORATION	091794243	CONTRACT COPIER	01/01/2018	24.26	.00	
2179	XEROX CORPORATION	091794264	CONTRACT COPIER	01/01/2018	59.73	.00	
Total 2179:					493.80	.00	
2213	ALPHAGRAPHICS BOZEMAN	133942	BUS SIGNAGE	12/11/2017	1,462.92	.00	
Total 2213:					1,462.92	.00	
2230	WPOA SECRETARY-TREASURE	010818	DUES	01/08/2018	330.00	.00	
Total 2230:					330.00	.00	
2266	WYOMING MECHANICAL CO.	80505	PO #: SEWER PLANT- FLOW M	12/28/2017	4,423.02	.00	
Total 2266:					4,423.02	.00	
2362	TETON COUNTY PUBLIC HEAL	18-1822	J. BAUER: VACC IZ ADMIN FEE,	12/20/2017	151.00	.00	
Total 2362:					151.00	.00	
2473	GUHEEN, TOM	110617	REIMBURSE DOT	11/06/2017	80.00	.00	
Total 2473:					80.00	.00	
2485	KENWORTH SALES COMPANY	IDFIN2641855	FILTER	01/02/2018	196.56	.00	
2485	KENWORTH SALES COMPANY	IDFIN2651141	FILTERS, ELEMENT PRI	01/08/2018	318.72	.00	
Total 2485:					515.28	.00	
2601	JACK'S TRUCK & EQUIPMENT	V301000097	2018 WESTERN STAR- 4700SB-	11/28/2017	268,129.00	268,129.00	12/31/2017
Total 2601:					268,129.00	268,129.00	
2614	PLANET JACKSON HOLE, INC	34592 1217	DISPLAY AD	12/28/2017	2,520.00	.00	
Total 2614:					2,520.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2669	SAFETY-KLEEN SYSTEMS, INC.	75476738	EXTENDED SERVICE AREA FEE	12/20/2017	289.24	.00	
Total 2669:					289.24	.00	
2758	RANCH INN	110717	VICTIM SERVICES	11/07/2017	275.00	.00	
Total 2758:					275.00	.00	
2842	YELLOW IRON EXCAVATION, L	24672	DECEMBER 2017 DUMPSTER	12/31/2017	17.50	17.50	01/04/2018
2842	YELLOW IRON EXCAVATION, L	24672	DECEMBER 2017 DUMPSTER	12/31/2017	17.50	17.50	01/04/2018
2842	YELLOW IRON EXCAVATION, L	24672	DECEMBER 2017 DUMPSTER	12/31/2017	17.50	17.50	01/04/2018
2842	YELLOW IRON EXCAVATION, L	24672	DECEMBER 2017 DUMPSTER	12/31/2017	17.50	17.50	01/04/2018
2842	YELLOW IRON EXCAVATION, L	24780	2017 DEC- TRASH REMOVAL @	12/31/2017	160.00	.00	
2842	YELLOW IRON EXCAVATION, L	24781	2017 DEC- TRASH REMOVAL @	12/31/2017	260.00	.00	
Total 2842:					490.00	70.00	
2849	WINTER EQUIPMENT COMPAN	IV35287	XTENDOR KIT 3-3 PUNCH FOR	01/04/2018	1,201.84	.00	
Total 2849:					1,201.84	.00	
2850	LDA INC.	5153	SHIPPING- WATER SAMPLES	01/08/2018	58.76	.00	
Total 2850:					58.76	.00	
2877	JACKSON HOLE AIR	3884	2017-2018 CONTRACT	08/18/2017	15,000.00	.00	
Total 2877:					15,000.00	.00	
3010	URBAN ACCESSORIES	958821	URBAN PROJ#: 17-0729: 17-04'	12/15/2017	2,393.00	.00	
Total 3010:					2,393.00	.00	
3282	SMITH ELECTRIC, INC.	8013	ADD HEATER TAPE @ SNOW KI	12/27/2017	3,610.49	.00	
3282	SMITH ELECTRIC, INC.	8025	BLOCK HEATER REPAIR @ PU	12/27/2017	1,601.00	.00	
3282	SMITH ELECTRIC, INC.	8026	TROUBLE SHOOT FIXTURES &	12/29/2017	385.00	.00	
3282	SMITH ELECTRIC, INC.	8033	REPLACE & INSTALL PHOTOCE	12/29/2017	498.69	.00	
3282	SMITH ELECTRIC, INC.	8035	CHANGE BULBS AND BALLAST	12/29/2017	210.00	.00	
Total 3282:					6,305.18	.00	
3303	BRISTOL, JAMES	6124	BUSINESS CARDS	12/19/2017	145.00	.00	
Total 3303:					145.00	.00	
3408	E.R. OFFICE EXPRESS	07918	YEAR TABS	01/05/2018	3.91	.00	
3408	E.R. OFFICE EXPRESS	07941	RULED DESK PAD 22X17	01/05/2018	7.57	.00	
3408	E.R. OFFICE EXPRESS	07966	FOLDERS	01/09/2018	134.38	.00	
Total 3408:					145.86	.00	
3508	RAINMAKER COACHING LLC	2019	START MEETING FACILITATION	10/29/2017	4,500.00	.00	
Total 3508:					4,500.00	.00	
3527	UPS	0000129VW45	SHIPPING CHARGE-POLICE	12/23/2017	17.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3527:					17.00	.00	
3619	WY CHILD SUPPORT ENFORCE	010418	case #209790 GALLEGHER	01/04/2018	146.76	146.76	01/04/2018
3619	WY CHILD SUPPORT ENFORCE	010418	case#230073 CORONA	01/04/2018	595.84	595.84	01/04/2018
Total 3619:					742.60	742.60	
3961	CHARTER	002091812281	MONTHLY SERVICES	12/28/2017	1,612.26	.00	
Total 3961:					1,612.26	.00	
4212	GILLIG LLC	40409812	SUSP HGHT CONTRL VALVE	12/20/2017	44.30	.00	
4212	GILLIG LLC	40411025	DIESEL EXHAUST FLUID TANK	12/27/2017	1,147.07	.00	
4212	GILLIG LLC	40412240	AIR SPRING ASM	01/02/2018	249.90	.00	
4212	GILLIG LLC	40413344	FRONT TURN SIGNAL LAMP AS	01/04/2018	187.09	.00	
4212	GILLIG LLC	40413345	AIR SPRING ASM	01/04/2018	374.85	.00	
4212	GILLIG LLC	5041228	CREDIT: RETURN 20A MAIN CI	12/29/2017	285.69	.00	
4212	GILLIG LLC	5041228	20AMP MAN CIRCUIT BREAKER	12/29/2017	285.69-	.00	
4212	GILLIG LLC	5041228	20AMP MAN CIRCUIT BREAKER	12/29/2017	285.69-	.00	
Total 4212:					1,717.52	.00	
4320	WARNER TRUCK CENTER	X101138019.0	CREDIT: RETURN-PUMP GP HY	12/27/2017	565.25-	.00	
4320	WARNER TRUCK CENTER	X101138021:0	CREDIT: RETURN- EXH RCN C	12/27/2017	76.48-	.00	
4320	WARNER TRUCK CENTER	X101138022.0	CREDIT: RETURN- EZ DRAIN	12/27/2017	91.89-	.00	
Total 4320:					733.62-	.00	
4359	SHERWIN-WILLIAMS CO.	4945-0	PM 200 0 FL EXTRA GALLON	12/26/2017	39.45	.00	
Total 4359:					39.45	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE008742	LABOR AND MATERIALS @ TO	12/27/2017	690.50	.00	
Total 4380:					690.50	.00	
4474	FISH CREEK EXCAVATION LLC	14676	PROJ: MARTIN LANE- MOBILIZA	01/10/2018	43,362.66	.00	
Total 4474:					43,362.66	.00	
4548	SILVER CREEK SUPPLY	S1794124.001	520' TEFLON TAPE DENSITY, R	12/08/2017	17.88	.00	
4548	SILVER CREEK SUPPLY	S1794832.001	RED BRASS NIPPLE, BRASS BU	12/12/2017	33.85	.00	
4548	SILVER CREEK SUPPLY	S1797293.001	RHIMAR 30% GLYCOL RTU-30-0	12/21/2017	62.34	.00	
Total 4548:					114.07	.00	
4550	PORTER'S OFFICE PRODUCTS	681916-0	PAPER	12/26/2017	86.97	.00	
Total 4550:					86.97	.00	
4614	C & A PROFESSIONAL CLEANI	123117S	CLEAN START OFFICES	12/31/2017	1,442.08	.00	
Total 4614:					1,442.08	.00	
4699	SNAKE RIVER ROASTING	557727	COFFEE	12/28/2017	48.45	.00	
4699	SNAKE RIVER ROASTING	557728	COFFE KIRBY'S FIRST TRAM W	12/28/2017	48.45	.00	
4699	SNAKE RIVER ROASTING	557877	KIRBY COFFEE (5LB BAG) FOR	01/04/2018	48.45	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4699	SNAKE RIVER ROASTING	557924	KIRBY GROUND COFFE (5LB) P	01/04/2018	48.45	.00	
Total 4699:					193.80	.00	
4705	GYM OUTFITTERS INC	WO-0940	POP PIN WEIGHT MACHINE	12/28/2017	160.00	.00	
Total 4705:					160.00	.00	
4709	FLEETPRIDE	89562509	CYLINDER STOP	12/19/2017	121.16	.00	
4709	FLEETPRIDE	89602215	VLAMPS MIN 4-3/4 MAX 5-5/8	12/20/2017	26.91	.00	
Total 4709:					148.07	.00	
4720	SILVERSTAR	1964940	ANIMAL SHELTER	01/01/2018	32.80	.00	
4720	SILVERSTAR	1964940	INTERNET SERVICE	01/01/2018	2,338.55	.00	
Total 4720:					2,371.35	.00	
4736	IDAHO CHILD SUPPORT RECEI	010418	Case #236965 christensen	01/04/2018	350.50	350.50	01/04/2018
Total 4736:					350.50	350.50	
4770	DOUBLE H BAR, INC	010518	RESTITUTION PAYMENT CASE	01/05/2018	25.00	25.00	01/05/2018
Total 4770:					25.00	25.00	
4774	BIG R RANCH & HOME	1302448	MUCK ARTIC SPORT STEEL TO	12/21/2017	179.95	.00	
4774	BIG R RANCH & HOME	1304547	GARDEN HOSE 5/8X50' FLEXZIL	01/04/2018	49.99	.00	
4774	BIG R RANCH & HOME	300030	JACKET WOODSVILLE TALL	12/30/2017	109.99	.00	
Total 4774:					339.93	.00	
4831	SCHAEFFER MFG. CO	PXG2603-INV1	55 GAL DRUM- SUPREME 9000	12/21/2017	2,420.00	.00	
Total 4831:					2,420.00	.00	
4899	FOCUS 43 LLC	430	HOSTING	12/01/2017	50.00	.00	
Total 4899:					50.00	.00	
4902	KOIS BROTHERS EQUIPMENT	111645	DIGGER TOOTH PIN, DIGGER T	12/27/2017	2,973.12	.00	
Total 4902:					2,973.12	.00	
4918	DEAN'S PEST CONTROLL LLC	28947	SMALL RODENT CONTROL @ P	12/05/2017	40.00	.00	
4918	DEAN'S PEST CONTROLL LLC	29004	SMALL RODENT CONTROL @ S	12/05/2017	100.00	.00	
Total 4918:					140.00	.00	
4922	PREMIER VEHICLE INSTALLATI	25858	NFORCE LED LIGHTING, 400 S	01/05/2018	36,831.68	.00	
Total 4922:					36,831.68	.00	
4988	HD FOWLER COMPANY	I4718777	8" SCH 40 PVC PIPE, 8" FIP ADA	12/28/2017	171.09	.00	
Total 4988:					171.09	.00	
4990	Swagit Productions, LLC	10212	VIDEO STREAMING	12/31/2017	920.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4990:					920.00	.00	
5026	PELLETIER, CARL	010818	REIMBURSE HOLE BOWL EMPL	01/08/2018	9,450.00	.00	
Total 5026:					9,450.00	.00	
5044	H&R ENTERPRISES	405	JACKETS	12/07/2017	278.34	.00	
Total 5044:					278.34	.00	
5084	JACKSON HOLE SECURITY, LL	388	YEARLY BUILDING FIRE EXTIN	11/17/2017	950.00	.00	
5084	JACKSON HOLE SECURITY, LL	397	ANNUAL INSPECTION- EXTING	11/17/2017	291.00	.00	
5084	JACKSON HOLE SECURITY, LL	414	BUS 1700- LABOR & MATERIAL	12/18/2017	1,714.00	.00	
Total 5084:					2,955.00	.00	
5111	SCHMILLEN, SCOTT	01632	FIXTURE CLEANING @ PARKIN	12/27/2017	237.50	.00	
5111	SCHMILLEN, SCOTT	01633	FIXTURE CLEANING @ DELON	12/30/2017	237.50	.00	
5111	SCHMILLEN, SCOTT	01634	FIXTURE CLEANING @ HOME R	12/30/2017	522.50	.00	
Total 5111:					997.50	.00	
5173	MSC INDUSTRIAL SUPPLY CO	1724954004	EXPANDABLE SLEEVING	12/08/2017	63.91	.00	
5173	MSC INDUSTRIAL SUPPLY CO	1750844001	DOT UNION, TERM BOWMA SE	12/18/2017	141.85	.00	
Total 5173:					205.76	.00	
5176	JACKSON HOLE CONTRACTIN	010818	1200 South Hwy 89 B14-0555	01/08/2018	25,000.00	25,000.00	01/08/2018
Total 5176:					25,000.00	25,000.00	
5298	TOOLSON TELEPHONE, INC	6566	SERVICE CALL TOWN HALL	12/29/2017	1,689.63	.00	
Total 5298:					1,689.63	.00	
5332	MOBILE WIRELESS, LLC	2550	NETMOTION	12/21/2017	2,961.00	.00	
Total 5332:					2,961.00	.00	
5473	KELLERSTRASS ENTERPRISES	932458	DF#2 DYED ULTRA LOW SULFU	12/30/2017	23,002.56	.00	
5473	KELLERSTRASS ENTERPRISES	932707	DRUM DEPOSIT, DRUM RETUR	01/04/2018	2,281.68	.00	
Total 5473:					25,284.24	.00	
5543	RUSH TRUCK CENTER, IDAHO	3008874275	REGULATOR TP, GASKET	12/20/2017	40.94	.00	
Total 5543:					40.94	.00	
5648	NINETY-EIGHT ELECTRIC, INC	7459	HELP INSTALL TIRE BALANE M	12/28/2017	259.95	.00	
Total 5648:					259.95	.00	
5657	SUPERIOR TIRE & RUBBER CO	432727	EDGE/NO HOSE	12/29/2017	758.00	.00	
Total 5657:					758.00	.00	
5691	LEPCO	26810	SERVICE @ BUS WASH	11/10/2017	773.86	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5691	LEPCO	27141	WO#: 20700- REPLACE DAMAG	01/02/2018	79.00	.00	
Total 5691:					852.86	.00	
5726	AMAZON	131G-W436-9N	TRANSPARENCY FILM	01/08/2018	16.19	.00	
5726	AMAZON	1DHN-DK1F-X	TIMBUK2 PACK	01/06/2018	229.00	.00	
5726	AMAZON	1F6Q-4K16-HF	TONERS	01/09/2018	420.08	.00	
5726	AMAZON	1FL6-GPLP-XJ	BATTERY BACKUP	01/02/2018	121.78	.00	
5726	AMAZON	1FL6-GPLP-XJ	BATTERY BACKUP	01/02/2018	121.78	.00	
5726	AMAZON	1KQP-QRQ-X9	BATTERY BACKUP	01/02/2018	121.78	.00	
5726	AMAZON	1MWG-LMKP-	TIMBUK 2 PACK	01/05/2018	229.00	.00	
5726	AMAZON	1RPY-NKTP-V	MOUSE	01/06/2018	74.98	.00	
5726	AMAZON	1RXL-XTGT-M	EHTERNET	01/05/2018	259.98	.00	
5726	AMAZON	1WD1-W3CP-X	BATTERY BACKUP	01/02/2018	121.78	.00	
Total 5726:					1,716.35	.00	
5734	GREENWAY PAINTING LLC	000260	INTERIOR PAINTING- MATERIA	01/07/2018	1,858.65	.00	
Total 5734:					1,858.65	.00	
5788	WYOMING GARAGE DOOR, LLC	1431	SERVICE CALL ALL DOORS AT	12/13/2017	1,355.00	.00	
5788	WYOMING GARAGE DOOR, LLC	1432	SERVICE CALL: REPIAR BY-PA	11/02/2017	570.00	.00	
5788	WYOMING GARAGE DOOR, LLC	1433	SERVICE CALL: REPLACE BRO	11/02/2017	1,526.25	.00	
5788	WYOMING GARAGE DOOR, LLC	1434	SERVICE CALL: STRIGHTEN D	12/28/2017	285.00	.00	
5788	WYOMING GARAGE DOOR, LLC	1803	SERVICE CALL@ START BUS B	01/05/2018	174.50	.00	
Total 5788:					3,910.75	.00	
5810	RICH BROADCASTING (SV/JX)	MC-117121271	ADS	12/31/2017	1,176.00	.00	
Total 5810:					1,176.00	.00	
5839	WYOMING WATER ASSOCIATI	2018-TOJMEM	2018 MEMBERSHIP AND RENE	01/11/2018	500.00	.00	
Total 5839:					500.00	.00	
5846	TETON TOOLS LLC	0103189067	1/2" AIR IMPACT WRENCH	01/03/2018	400.00	.00	
Total 5846:					400.00	.00	
5969	O'NEAL, BAILEY	010518	RESTITUTION PAYMENT CASE	01/05/2018	100.00	100.00	01/05/2018
Total 5969:					100.00	100.00	
5984	SUPERION	201134	TRAKIT ANNUAL MAINTENANC	12/01/2017	8,622.43	.00	
Total 5984:					8,622.43	.00	
6044	WESTERN MUNICIPAL CONST	17-26 #4	PROJ #: TOJ 17-26- SPRING GU	01/03/2018	87,912.00	.00	
Total 6044:					87,912.00	.00	
6056	SMITH, MATT	010518	Return remaining deposit for 930	01/05/2018	475.00	475.00	01/05/2018
Total 6056:					475.00	475.00	
6086	WATER WERKS, INC	2030	LABOR, PARTS AND MATERIAL	12/29/2017	594.27	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6086:					594.27	.00	
6092	ENERGY 1	18006	FLEET MAINTENANCE GARAGE	01/04/2018	974.57	.00	
Total 6092:					974.57	.00	
6096	LANCASTER, JUSTIN	010518	REIMBURSEMENT FOR UNIFORMS	01/05/2018	63.04	63.04	01/05/2018
Total 6096:					63.04	63.04	
6097	HANSEN, BRADY	010918	RETURN DEPOSIT FOR VIRGINIA	01/09/2018	2,900.00	2,900.00	01/09/2018
6097	HANSEN, BRADY	010918	Less Utility Bills for 3 months	01/09/2018	165.12-	165.12-	01/09/2018
Total 6097:					2,734.88	2,734.88	
6098	FALLLINE CORP	1193485	SNOW PLOW BLADE- YELLOW,	12/28/2017	1,360.84	.00	
Total 6098:					1,360.84	.00	
6099	SELL, BRIAN	111817	DOT REIMBURSE	11/18/2017	90.00	.00	
Total 6099:					90.00	.00	
6100	PRINT SHOP 22, LLC.	3203	THANK YOU CARDS ECLIPSE	09/19/2017	115.00	.00	
Total 6100:					115.00	.00	
6101	TH MEDIA	685221	WANT AD BUS DRIVERS	12/22/2017	425.00	.00	
Total 6101:					425.00	.00	
6102	ALWAYS CONNECT SOLUTION	INV-002559	netcloud manager	12/21/2017	632.00	.00	
Total 6102:					632.00	.00	
Grand Totals:					1,004,252.89	307,525.48	



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
--------	-------------	----------------	-------------	--------------	--------------------	-------------	-----------

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

City Treasurer: \_\_\_\_\_

## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

## TOWN COUNCIL PROCEEDINGS

JANUARY 2, 2018

JACKSON, WYOMING

The Jackson Town Council met in regular session in the Council Chambers of the Town Hall at 150 East Pearl at 6:01 P.M. Upon roll call the following were found to be present:

MAYOR: Pete Muldoon  
COUNCIL: Jim Stanford, Hailey Morton Levinson, and Bob Lenz. Don Frank was absent.  
STAFF: Roxanne Robinson, Audrey Cohen-Davis, Lea Colasuonno, Todd Smith, Larry Pardee, Tyler Sinclair, Darren Bruggmann, and Sandy Birdyshaw

**Public Comment.** Public comment was given by Ray Elser President of Pioneer Homestead Apartments.

**Consent Calendar.** A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to approve the consent calendar including items A-D as presented with the following motions.

- A. **To approve the meeting minutes for the December 18, 2017 workshop and regular meeting as presented.**
- B. **To approve the disbursements as presented.** Jackson Curbside \$735.00, Carquest \$856.76, Advanced Industrial Supply \$183.51, Ace Hardware \$447.89, Delcon \$334.68, High Country Linen \$877.19, Interstate Battery \$921.65, Interwest Supply \$121.00, Jackson Hole News & Guide \$2828.51, LVPL \$31007.59, Red's Auto Glass \$63.75, Napa \$1095.91, Teton Motors \$137.47, GFOA \$435.00, Teton County Fair Board \$60000.00, Electrical Wholesale \$224.25, Rendezvous Engineering \$12031.40, Teton County Integrated \$1800.45, Macy's \$624.00, USA Blue Book \$131.84, Upper Case Printing \$3758.48, Secretary of State \$30.00, Jack's Tire \$2437.56, Energy Laboratories \$106.00, Grafix Shoppe \$2821.08, Teton County Transfer Station \$69.00, Teton County Clerk \$3743.60, AT&T \$154.79, Verizon \$82.45, Superior Industrial Supply \$858.00, Amerigas \$339.63, Planet Jackson Hole \$1512.00, Corey Teuscher \$100.00, Westwood Curtis \$191301.14, Colorado/West \$798.83, LDA Inc \$16.25, Portis Group \$12660.00, MCI Fleet \$467.19, ER Office \$268.28, UPS \$27.45, Exposure Signs \$1850.28, Advanced Glass & Trim \$590.00, Johnson Roberts \$17.50, Miller Sanitation \$2512.80, Thomson West \$1060.79, Idaho Falls Peterbilt \$15.28, Respond First Aid \$208.35, Gillig \$3601.94, Warner Truck Center \$1898.28, Long Building \$39730.00, Bliss Cargo \$32.25, C&A Professional Cleaning \$7083.94, Schow's Truck \$67.68, Snake River Roasting \$486.39, GYM Outfitters \$800.00, Ron's Towing \$600.00, Big R \$2999.00, Spradley Barr Motors \$88427.00, Ridgeline Excavation \$11000.00, Control System Technology \$100.00, MSC Industrial Supply \$59.29, Westmatic Corporation \$739.35, Harry Statter \$2500.00, Gator Kennels \$10196.90, Overhead Door \$120.95, Joshua Storrud \$100.00, Snow King \$2000.00, Kellerstrass \$42133.01, Wrench It \$893.89, Grizzly Bear Enterprises \$1900.00, John Tighe \$83.80, Lepco \$197.50, RUI Inc \$1467.00, Teton Mountain Ranch \$500.00, Raftelis \$3872.50, Abbie Stanford \$100.00, Energy 1 \$420.00, Kent Krajniak \$80.00, Peter Dennis \$183.43, Ferrara Fire \$748.96
- C. **Official Depositories for 2018.** To approve the recommendation naming Wells Fargo Bank, Wells Fargo Advisors, Bank of Jackson Hole, First Interstate Bank, US Bank, Rocky Mountain Bank, Wyoming Government Investment Fund, Bank of the West, and Certificate of Deposit Account Registry Service as official depositories for the Town of Jackson for 2018.
- D. **Memorandum of Understanding with Salt Lake Express for Bus Parking.** To accept and 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 direct the START Director to execute the MOU.

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

**Resort Liquor License Transfer of Ownership -Springhill Suites Marriott.** Sandy Birdyshaw made staff comment. Mayor Muldoon opened a public hearing to hear protests against the issuance of this license. There were none and the public hearing was closed. A motion was made by Hailey Morton Levinson and seconded by Bob Lenz to approve the application to transfer ownership of the resort liquor license from Jackson Hole Investors, LLC. to CCC's Jackson SHS, LLC d/b/a Springhill Suites Marriott located at 130 West Simpson Avenue effective January 2, 2018 through the end of the current liquor license year, subject to the conditions and restrictions 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 W.S. 12-4-103(a)(iv). Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Resolution 18-01: Stop Intersection at South Cache Drive and Kelly Avenue and at Hansen Street and Redmond Avenue.** Larry Pardee made staff comment. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve Resolution 18-01 designating stop intersections at South Cache Street and Kelly Avenue and at Redmond Street and Hansen Avenue as 4-way stops.

**RESOLUTION 18-01: A RESOLUTION DESIGNATING STOP INTERSECTIONS**

WHEREAS, Section 1 of Town of Jackson Ordinance No. 610, Section 11 of Town of Jackson Ordinance No. 131, and Section 10.04.100 of the Municipal Code of the Town of Jackson provide that intersections designated in Schedule 5 of Section 10.04.390 of the Municipal Code of the Town of Jackson are stop intersections; and

WHEREAS, Section 38 of Town of Jackson Ordinance No. 131, Section 1 of Ordinance No.610, and Section 10.04.380 of the Municipal Code of the Town of Jackson provide that the schedules set forth in Section 10.04.390 of the Municipal Code of the Town of Jackson may be amended from time to time by resolution of the Town Council without the necessity of approving an ordinance to modify the schedules; and

WHEREAS, the Town Council of the Town of Jackson, Wyoming, has determined that it is in the best interest of the public to establish a four-way stop at the intersection of Redmond Street and Hansen Avenue and to establish a four-way stop at the intersection of South Cache Drive and Kelly Avenue;

NOW, THEREFORE, be it hereby resolved by the Mayor and Town Council of the Town of Jackson, Wyoming, in regular session duly assembled, that:

1. Schedule 5 of Section 10.04.390 of the Municipal Code of the Town of Jackson is hereby amended to add an intersection as follows:
    - **Redmond Street and Hansen Avenue, northwest and southeast corners.**
    - **South Cache Drive and Kelly Avenue, northwest and southeast corners.**
  2. The remainder of Schedule 5 shall remain unchanged and in full force and effect.
- DATED this 2nd day of January 2018.

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

**Matters from Mayor and Council.**

**Board and Commission Reports.** Hailey Morton Levinson made comment on plastic bags and discussing ways to reduce plastic bag waste. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to direct staff to bring back a plan for possible plastic bag reduction / ban to a future workshop for Council discussion. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. Jim Stanford made comment on the extraordinary effort made by the Airport staff during the busy time last week. A motion was made by Bob Lenz and seconded by Hailey Morton Levinson to authorize up-to two council members to attend the New Partners for Smart Growth Conference on February 1-3, 2018 in San Francisco. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. Bob Lenz made comment on the Historical Society’s property for sale.

**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 the upcoming CAST meeting in Mountain Village, Colorado, and a February Council Retreat. Mayor Muldoon called for a 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 6:16 P.M.

TOWN OF JACKSON

ATTEST:

\_\_\_\_\_  
Pete Muldoon, Mayor

## TOWN COUNCIL PROCEEDINGS

JANUARY 8, 2018

JACKSON, WYOMING

The Jackson Town Council met in special session in the Council Chambers of Town Hall located at 150 East Pearl at 5:06 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: Bob McLaurin, Roxanne Robinson, Larry Pardee, Lea Colasuonno, Darren Brugmann, Roger Schultz, Carl Pelletier, Zolo, Lee Birdyshaw, and Sandy Birdyshaw

**Recess to Executive Session.** A motion was made by Hailey Morton Levinson and seconded by Don Frank to recess the meeting to executive session to discuss personnel matters in accordance with Wyoming Statute 16-4-405(a)(ii) and (x). Mayor Muldoon called for the vote. The vote showed 3-0 in favor with Lenz and Stanford out of the room, and the motion carried. The public meeting reconvened at 5:33 p.m.

**Town Manager Position and Potential Contract.** A motion was made by Hailey Morton Levinson and seconded by Don Frank to approve the Town Manager Contract with Larry Pardee and authorize the mayor to execute it. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Adjourn.** A motion was made by Bob Lenz and seconded by Hailey Morton Levinson to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 5:35 P.M.

TOWN OF JACKSON

ATTEST:

\_\_\_\_\_  
Pete Muldoon, Mayor

\_\_\_\_\_  
Sandra P. Birdyshaw, Town Clerk

minutes: spb

Published JH News & Guide: January 17, 2018



# TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

**PREPARATION DATE:** JANUARY 11, 2018

**MEETING DATE:** JANUARY 16, 2018

**SUBMITTING DEPARTMENT:** PLANNING & BUILDING

**DEPARTMENT DIRECTOR:** TYLER SINCLAIR

**PRESENTER:** TYLER SINCLAIR

**APPLICANT:** SNOW KING MOUNTAIN RESORT

**SUBJECT:** TEMPORARY SIGN PERMIT – Avalanche Beacon Training Park at Snow King Ball Field

## 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 one temporary banner to be located at the Snow King Ball Field during:

January 17, 2018 to March 17, 2018

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 banner located at 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 sign shall not be located on the sidewalks or in the public right of way.
3. The sign for the Snow King Ball Field may be installed during:

January 17, 2018 to March 17, 2018

## SUGGESTED MOTION

I move to **approve** the temporary banner in conjunction with Snow King Mountain Resort, 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.  
P.O. Box 1687  
Jackson, WY 83001

ph: (307) 733-0520 or  
(307) 733-0440  
fax: (307) 734-3563  
[www.townofjackson.com](http://www.townofjackson.com)

## EVENT NAME:

Event Name: Free Beacon Park Physical Address of Event: 100 E. Snow King Ave.  
Description of Event: Avalanche Beacon Training Park - Free to public -  
sponsored by Teton mountaineering, Teton county SAR Foundation, JHSSC

## EVENT SPONSOR/APPLICANT:

Name: Snow King mountain Resort LLC Phone: 307-201-5004  
Mailing Address: PO Box 1846 Jackson ZIP: 83001  
E-mail: Dillon@SnowKingMountain.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: <u>Snow King Ball Field</u>	Business/Description: _____
Physical Address: <u>100 E. Snow King Ave.</u>	Physical Address: _____
Dates of Display: <u>Jan 17 - March 17, 2018</u>	Dates of Display: _____
Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/>	Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/>
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/>	Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/>

## 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.

Dillon Taylor  
Signature of Authorized Event Applicant  
Dillon Taylor  
Applicant Name Printed

01/03/2018  
Date  
Director of Risk Management  
Title



Alicia Alfaro &lt;alicia@snowkingmountain.com&gt;

**Fwd: Beacon Park**

1 message

**Ryan Stanley** <ryan@snowkingmountain.com>  
To: Alicia Alfaro <alicia@snowkingmountain.com>

Thu, Jan 4, 2018 at 8:52 AM

You can include this with our sign app.

Begin forwarded message:

**From:** Steve Ashworth <sashworth@tetoncountywy.gov>  
**Subject:** RE: Beacon Park  
**Date:** January 4, 2018 at 7:29:12 AM MST  
**To:** Ryan Stanley <ryan@snowkingmountain.com>

No problems, sounds like a great idea

**From:** Ryan Stanley [mailto:ryan@snowkingmountain.com]  
**Sent:** Wednesday, January 03, 2018 4:54 PM  
**To:** Steve Ashworth <sashworth@tetoncountywy.gov>  
**Subject:** Beacon Park

Steve,

Happy New Year.

We have temporarily located a avalanche beacon training park adjacent to our tube park that we intend to have free for the public to come and practice finding buried avalanche beacons and to improve safety in the backcountry etc. You can't see anything yet, since it is just some boxes buried in the snow, but we want to go to the town for permission to put up a sign to make people aware of it.

Funds from our uphill travel program pass sales have been used for the purchase, and we are trying to give back to that group. In future years I think we would like to see it located somewhere up on the hill, but for public awareness, and due to lack of natural snow, the ballpark seemed best for this season. It will have no impact on the ground. I assumed since we lease the space for the winter for the tube park a use like that would be no big deal, but if it is for some reason please let me know.

Thanks,  
RyanRyan Stanley  
General Manager  
Snow King Mountain Resort  
[ryan@snowkingmountain.com](mailto:ryan@snowkingmountain.com)  
Office: 307-201-5004



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

Summit  
Lift Shack

Parking Lot

TUBE  
PARK

CONSTRUCTION  
AREA

Avalanche Training  
Beacon Location  
Park

Public  
Restrooms

Banner Placement  
on Ball Park Fence

Beacon Park



Snow King Ave

S cache st.

Avalanche rescue gear is useless without the understanding of how to use it. A real avalanche rescue is terrifying, stressful, and chaotic. To save a partner's life when you only have a few minutes requires beacon, probing, and digging practice. Regularly practicing complete rescue scenarios, i.e., locating, probing, and digging up a buried pack is critical to saving lives.

The new Beacon Park, designed by Backcountry Access and located in the Snow King Ball Park will provide an easy, convenient way to practice skills. The park is free, open to the public, simple, and always on and available. To use the park, participants will go to the control panel and select Beginner, Intermediate, or Expert levels and one to four targets will start transmitting a signal and a timer will begin. Participants then pull out their beacon, switch to Search Mode, locate the closest target, pull their probe out, assemble it, and probe for the target - when they hit it, it will turn off and they can move on to the next one. Their total time will be recorded at the control panel. Participants will be encouraged to begin set up just as they would in the backcountry - helmet, goggles, gloves on, beacon inside their zipped jacket, probe folded a pack, and pack on their back. That will help them find problems like difficulty in getting your beacon out, switching to receive with mittens on, and difficulty getting your probe securely assembled, etc.

Snow King Mountain Resort has recognized that our location is ideal for this training and has partnered with Teton County Search and Rescue, the Jackson Hole Ski and Snowboard Club, and Teton Mountaineering to bring the Beacon Park to the Town of Jackson.



Sign Dimensions: 75.5" x 35"

Sign Colors: Black and white

Sign Material: Vinyl

Sign Type: Hanging banner

Sign Installation: Will use zip ties to attach sign to fence along Snow King Ball Field on Snow King Ave.



# TOWN OF JACKSON

## TOWN COUNCIL

### AGENDA DOCUMENTATION

**PREPARATION DATE:** January 5, 2018  
**MEETING DATE:** January 16, 2018

**SUBMITTING DEPARTMENT:** Town Clerk  
**DEPARTMENT DIRECTOR:** Roxanne DeVries Robinson  
**PREPARED BY:** Sandy Birdyshaw, Town Clerk

**SUBJECT:** Public Hearing for a Microbrewery Permit Transfer of Ownership from Roadhouse Brewery Group, LLC to Get Funky, LLC d/b/a Roadhouse Brewing Company

#### STATEMENT/PURPOSE

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

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

#### BACKGROUND/ALTERNATIVES

This application is to transfer the ownership name of the microbrewery permit issued to the Roadhouse Brewing Company located at 1225 Gregory Lane from Roadhouse Brewery Group, LLC to Get Funky, LLC. This represents a transfer in name only, and is not new ownership. If approved, the transfer would be in place through the end of the current liquor license year, which is March 31, 2018. The renewal of this license will be included with all the annual liquor license renewals coming before Council on February 20, 2018.

The following is a brief historical outline for this permit:

This microbrewery permit was first approved by the Town Council on March 20, 2017. At the hearing, there was discussion that the application met liquor law standards, however there were also concerns related to compliance with Land Development Regulations (LDRs) regarding allowed uses in the Business Park zone. The tasting room, as it was presented, was clearly defined by LDRs as a bar and that use, as presented, posed potential parking conflicts. The applicant responded by changing the layout and limiting the space of the tasting room, limiting on-site consumption to 10% of yearly production, limiting the hours of the tasting room to begin at 4:00 p.m., and only selling their brewed products. The Town Council placed the following conditions of approval on the permit, in an effort to steer the use away from being a bar:

- 1) Prior to operation, the applicant shall comply with all Town of Jackson Building Codes, 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 have obtained the required Federal Basic Permit from the Department of Treasury - Alcohol and Tobacco Tax and the Trade Bureau.
- 3) Prior to license issuance, the applicant shall provide a local telephone number for the premises.
- 4) Prior to license issuance, the applicant shall pass a dispensing-room inspection conducted by the Town Clerk or Wyoming Liquor Division.

- 5) Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.
- 6) All sales of other malt beverages for on-premises consumption must be obtained through a licensed wholesale malt beverage distributor.
- 7) The applicant shall request, and obtain Town Council approve prior to any service or consumption of alcohol on any outdoor deck or patio.
- 8) The brewery operation shall be allowed to have a 'tasting room' that is incidental to the principal brewery use. A 'tasting room' is an incidental use to the brewery provided it complies with the following provisions:
  - a) The hours of operation for the tasting room shall be limited to, opening no earlier than 4:00 p.m. and closing no later than 10:00 p.m.
  - b) Only free samples of food shall be served to customers for on-site consumption;
  - c) A maximum of ten seats shall be provided and the 'tasting room' shall be limited to 10% of the total square footage.
  - d) On-premises consumption shall be limited to 10% of yearly production.
  - e) The 'tasting room' shall not generate any additional employees or car trips to the site than the principal brewery use.

At the request of the applicant, and after further review by Town and Joint Departments, a partial permit was issued for only the manufacturing area on June 16<sup>th</sup>, enabling Roadhouse to begin brewing and testing its product. Once the construction of the tasting room and retail area was complete, the full permit was issued on September 5<sup>th</sup>.

The Town Clerk issued a temporary catering permit to Roadhouse to allow outside liquor sales at a special event called Silicon Couloir on October 2<sup>nd</sup> from 5:00 – 10:00 p.m. and again on November 6<sup>th</sup> for the same type of event.

On October 10<sup>th</sup> a neighboring property owner submitted a complaint against Roadhouse mainly related to parking conflicts caused by public use of the tasting room and special events. This was followed by other neighboring property owners contacting the Planning Department, Clerk, Police Department, and Council members with similar concerns and complaints. Numerous visits to Gregory Lane were made by the Town's Code Compliance Officer, Police Chief, Patrol Officers, and Public Works Director to observe parking patterns and to talk with neighboring property owners.

On November 15<sup>th</sup> a letter was delivered to Roadhouse outlining the complaints and that the source of these concerns appeared to stem from how the tasting room was being used. The use appeared to quickly transform into a public gathering space – e.g. more of a bar use - rather than being an incidental use of the brewery, as was approved by the Council. Other than parking, concerns in the letter also addressed selling food, the number of people in the tasting room, and the use being out of compliance with LDRs. The letter requested immediate compliance with the Council's conditions of approval and informed Roadhouse that no more temporary catering permits would be issued, as it appeared to encourage events that were not in compliance with the Town's approval.

On November 17<sup>th</sup> Roadhouse responded by letter, stating they had taken, and would further take, action to mitigate parking conflicts with all their neighbors, that their focus was on production with a goal of supporting local community and non-profits, that the timing of one of their events had been poor as it fell on the night of another well-attended event (football), and they were creating awareness with their customers on parking.

The Town Manager's report to Council on November 20<sup>th</sup> gave an update on the complaints and staff's efforts to bring the operation into compliance.

On December 7<sup>th</sup>, an owner of Roadhouse, the Town Manager and numerous staff members met at Town Hall. The owner shared steps Roadhouse had taken to reduce parking issues, including incentives for Roadhouse staff to park off-site and ride-share or use alternative transportation, direct outreach to the neighbors who had voiced concerns and to all the neighbors, parking notices posted on their property, and future plans to have a dedicated parking attendant and encourage groups to use a driver-provided transportation service. Town staff supported the success of the operations at Roadhouse and reinforced the need to come into compliance with the Council's approval and LDRs for that zone. It was agreed that Roadhouse would hold-off on events which encouraged violations of the microbrewery permit conditions and that the Town would monitor the situation on Gregory Lane.

On January 5<sup>th</sup>, the Town received an email from a neighbor of Roadhouse restating previous concerns stemming from operations at Roadhouse. The email was accompanied by an advertisement for a January 10<sup>th</sup> event at 7:00 p.m. to "Sip and be artistic". The email was shared with the Town Manager, Police and Planning Departments. Roadhouse was contacted for more information which included that the event was limited to ten people, that staff would be attending to parking, and that it would end by 10 p.m. Town staff reiterated that the event had to comply with the conditions of approval of the microbrewery permit, including in particular parking. Later on January 5<sup>th</sup>, Roadhouse notified the Town it had cancelled the January 10<sup>th</sup> event.

--

The Transfer of Ownership application under consideration has been certified complete by the Wyoming Liquor Division, and reviewed by the Town Clerk's office, Police Department, Town Attorney, Building and Planning Department, and Fire/EMS.

Information provided by the Building Department includes that the total building occupancy at 1225 Gregory Lane is 138, while the tasting room and front retail area which is open to the public is 92. Concerns raised by the Planning Department included operating within the Council's conditions on the tasting room use related to parking and generating additional car trips. Police review noted the parking issues on Gregory Lane in October & November.

The following is an excerpt from Wyoming State Statute § 12-4-104 regarding the issuance, renewal and transfer 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.*

W.S. § 12-4-601 addresses transfers of a license location and of ownership:

- (b) ... A transfer of a license or permit shall require the payment of an additional license fee to the appropriate licensing authority of not more than one hundred dollars (\$100.00) for the transfer, and*

upon assignment the assignee may exercise the privilege of continuing the business authorized by the license or permit.

An application to transfer a license is considered in the same manner as an application for a new license when it relates to W.S. § 12-4-104(e) in that the applicant has no right of appeal if the Council denies the application.

*(e) An applicant for a renewal license or permit may appeal to the district court from an adverse decision by the licensing authority. No applicant for a new license shall have a right of appeal from the decision of the licensing authority denying an application.*

The Council has several options available at this time, which include:

1. Approve this transfer application with the March 20, 2017 original conditions as amended below.
2. Discuss placing new or revised conditions on the renewal application coming to Council on February 20.
3. Deny this transfer application based on findings in W.S. § 12-4-104 (listed above).
4. Postpone action to future council meeting.

#### ATTACHMENTS

1. Transfer of Ownership Application.
2. Meeting Minutes of original approval on March 20, 2017.
3. Public Comment.

#### FISCAL IMPACT

The fee to transfer ownership of a liquor license is \$100.00. Thereafter the annual license fee is \$1,500.00.

#### STAFF IMPACT

Minimal.

#### LEGAL REVIEW

Complete.

#### RECOMMENDATION

Staff acknowledges that while operations at Roadhouse did not get off to a good start, the owners and management have responded well to issues brought to their attention and are being proactive to operate within the Council's approval.

Because this transfer is in name only and will remain with the same owners, staff recommends that Town Council approve the transfer of ownership application with the conditions and restrictions set by the Town Council on March 20, 2017, as amended below:

- 1) Prior to operation, the applicant shall comply with all Town of Jackson Building Codes, Land Development Regulations, and will have obtained all required permits and approvals from all applicable Town/County departments, in the name of Get Funky, LLC.
- 2) Prior to license issuance, the applicant shall have obtained the required Federal Basic Permit from the Department of Treasury - Alcohol and Tobacco Tax and the Trade Bureau, in the name of Get Funky, LLC.
- 3) ~~Prior to license issuance, the applicant shall provide a local telephone number for the premises.~~ Strike, as this condition has been satisfied.



- 4) ~~Prior to license issuance, the applicant shall pass a dispensing room inspection conducted by the Town Clerk or Wyoming Liquor Division.~~ Strike, as a dispensing-room is no longer required for a Microbrewery Permit.
- 3 5) Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.
- 4 6) All sales of other malt beverages for on-premises consumption must be obtained through a licensed wholesale malt beverage distributor.
- 5 7) The applicant shall request, and obtain Town Council approve prior to any service or consumption of alcohol on any outdoor deck or patio.
- 6 8) The brewery operation shall be allowed to have a 'tasting room' that is incidental to the principal brewery use. A 'tasting room' is an incidental use to the brewery provided it complies with the following provisions:
- a) The hours of operation for the tasting room shall be limited to, opening no earlier than 4:00 p.m. and closing no later than 10:00 p.m.
  - b) Only free samples of food shall be served to customers for on-site consumption;
  - c) A maximum of ten seats shall be provided, and the 'tasting room' shall be limited to 10% of the total square footage.
  - d) On-premises consumption shall be limited to 10% of yearly production.
  - e) The 'tasting room' shall not generate any additional employees or car trips to the site than the principal brewery use.

#### SUGGESTED MOTION

I move to approve the application to transfer ownership of the microbrewery permit from Roadhouse Brewery Group, LLC to Get Funky, LLC d/b/a Roadhouse Brewing Company located at 1225 Gregory Lane, through the end of the current liquor license year, subject to the conditions and restrictions listed in the staff report and as amended today, 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 W.S. 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 #	503
# mths	Prorated Fee: \$	Date filed with clerk:	12/18/2017
	Transfer Fee: \$	Advertising Dates: (2 Weeks)	12/27 & 1/3/18
	Publishing Fee: \$	Hearing Date:	1 / 16 / 2018
License Term:	1 / 16 / 2018 through 3 / 31 / 2018		
	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: Gret Funky, LLC

Trade/Business Name (dba): Roadhouse Brewing company

Building to be licensed/Building Address: 1225 Gregory Lane  
 Jackson, WY 83001 Teton County

Mailing Address: PO Box 6703  
 Jackson, WY 83001

Business Telephone Number: (307) 264-1900 Fax Number: ( )

E-Mail Address: jody@roadhousebrewery.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)  
PT. Lot 1, Sec 6, Twp 40, Rng 116 BP Zoning

## 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 ATTACHEDFORMERLY HELD BY: Roadhouse Brewery Group, LLC

## 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 Sun to Sat

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

from \_\_\_\_\_ to \_\_\_\_\_

production: 5A - 8P  
 tasting room: 4P - 10P

## 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 9/30/36, located on page 1 paragraph 2 of lease.(B) Where the Sales provision for alcoholic or malt beverages is located, on page 1-2 paragraph 1 of lease. 3rd Amendment

(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 <b>DO NOT LIST PO BOX</b>	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(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 <b>DO NOT LIST PO BOX</b>	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?
Roadhouse Brewery Group		1225 Gregory Lane Jackson, WY 83001	126-299-2856	.08	100%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
colby Cox				.08		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Gravin Fire				.08		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(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?

☐ 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 )  
COUNTY OF Teton ) SS.

Signed and sworn to before me on this 13 day of December, 2017 that the facts alleged in the foregoing instrument are true by the following:

1)	<u>[Signature]</u> (Signature)	<u>Gavin Fire</u> (Printed Name)	<u>CEO</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:



(SEAL)

Signature of Notary Public

My commission expires: 12/19/2018



# ROADHOUSE

POST OFFICE BOX 6703, JACKSON, WYOMING 83002 ROADHOUSEBREWERY.COM

Town of Jackson,

This letter serves to transfer the license from Roadhouse Brewery Group, LLC to Get Funky, LLC.

Sincerely,



Gavin Fine  
Owner and Co-founder  
[gavin@roadhousebrewery.com](mailto:gavin@roadhousebrewery.com)  
307-264-1900

## ASSIGNMENT AND ASSUMPTION OF LEASE

THIS LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered into as of 9-22-17, 2017 (the "Effective Date"), by and between Roadhouse Brewery Group, LLC, a Wyoming limited liability company ("Assignor"), and Get Funky, LLC, a Wyoming limited liability company ("Assignee"). Hoke & Co., LLC, a Wyoming limited liability company ("Landlord") joins in the execution of this Assignment for the purposes set forth herein.

### RECITALS

This Assignment is made with regard to the following facts:

- A. Assignor is the "Tenant" under that certain Commercial Lease Agreement, dated August 3, 2015, as amended, with Landlord as the "Landlord" thereunder (the "Lease"), for the lease of that certain property commonly known as 1225 Gregory Lane, Jackson, Wyoming, which leased property is defined as the "Leased Premises" or "Premises" in the Lease and is more particularly described therein;
- B. Assignor desires to assign its right, title, and interest in, to, and under the Lease and the Premises to Assignee, and Assignee desires to accept that assignment and assume Assignor's obligations under the Lease as provided herein;
- C. Landlord is willing to consent to such assignment and assumption.

NOW THEREFORE, in consideration of the mutual covenants contained in this Assignment, and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties and Landlord agree as follows.

- 1. Assignment and Assumption. Assignor transfers and assigns to Assignee as of the Effective Date all of its right, title and interest in, to, and under the Lease and the Premises. Assignee hereby accepts the transfer and assignment of the Lease and Premises as of the Effective Date and hereby assumes all of Assignor's liabilities and obligations under and with respect to the Lease.
- 2. Landlord Consent. Landlord hereby consents to the assignment of the Lease from Assignor to Assignee, agrees to recognize Assignee as the "Tenant" under the Lease, and releases Assignor from all obligations under the Lease accruing on and after the Effective Date subject to the limited guaranty provisions below. Assignee will perform all of the obligations of Tenant under the Lease from and after the Effective Date.
- 3. Further Assurances. Each party to this Assignment will, at its own cost and expense, execute and deliver such further documents and instruments and will take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Assignment.
- 4. Counterparts. This Assignment may be executed in one or more counterparts, all of which together shall be deemed one and the same original and facsimile/scanned and emailed signatures or electronic signatures shall be acceptable to bind the parties hereto.



5. Limited Guaranty. In consideration for Landlord's consent to the assignment consummated hereby, Assignor does hereby unconditionally guarantee the payment by Assignee to Landlord, its successors and assigns, of the rental and all other sums (for example, damages to the Leased Premises) to become due under the Lease in the manner and at the times specified therein, and the faithful performance by Assignee of all terms, covenants, and conditions of the Lease. This is a limited guaranty and shall terminate upon the date that a Bill of Sale signed by Assignor and Assignee that conveys all assets of Assignor to Assignee is delivered to Landlord.

**ASSIGNOR:**

**Roadhouse Brewery Group, LLC,**  
a Wyoming limited liability company

By: 

Colby Cox, Manager

**ASSIGNEE:**

**Get Funky, LLC,**  
a Wyoming limited liability company

By: 

Colby Cox, Manager

**LANDLORD:**

**Hoke & Co., LLC,**  
a Wyoming limited liability company

By: 

G. Bland Hoke, Jr., Trustee U/A 7/7/03 as Amended and  
Restated  
Manager

By: 

Elizabeth S. Hoke, Trustee U/A 7/7/03 as Amended and  
Restated  
Manager



ROADHOUSE

### ASSIGNMENT AND ASSUMPTION OF LEASE

THIS LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered into as of 1-26, 2017 (the "Effective Date"), by and between The Roadhouse Brewery, LLC, a Wyoming limited liability company ("Assignor"), and Roadhouse Brewery Group, LLC, a Wyoming limited liability company ("Assignee"). Hoke & Co., LLC, a Wyoming limited liability company ("Landlord") joins in the execution of this Assignment for the purposes set forth herein.

### RECITALS

This Assignment is made with regard to the following facts:

- A. Assignor is the "Tenant" under that certain Commercial Lease Agreement, dated August 3, 2015, as amended, with Landlord as the "Landlord" thereunder (the "Lease"), for the lease of that certain property commonly known as 1225 Gregory Lane, Jackson, Wyoming, which leased property is defined as the "Leased Premises" or "Premises" in the Lease and is more particularly described therein;
- B. Assignor desires to assign its right, title, and interest in, to, and under the Lease and the Premises to Assignee, and Assignee desires to accept that assignment and assume Assignor's obligations under the Lease as provided herein;
- C. Landlord is willing to consent to such assignment and assumption.

NOW THEREFORE, in consideration of the mutual covenants contained in this Assignment, and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties and Landlord agree as follows.

- 1. Assignment and Assumption. Assignor transfers and assigns to Assignee as of the Effective Date all of its right, title and interest in, to, and under the Lease and the Premises. Assignee hereby accepts the transfer and assignment of the Lease and Premises as of the Effective Date and hereby assumes all of Assignor's liabilities and obligations under and with respect to the Lease.
- 2. Landlord Consent. Landlord hereby consents to the assignment of the Lease from Assignor to Assignee, agrees to recognize Assignee as the "Tenant" under the Lease, and releases Assignor from all obligations under the Lease accruing on and after the Effective Date. Assignee will perform all of the obligations of Tenant under the Lease from and after the Effective Date.
- 3. Further Assurances. Each party to this Assignment will, at its own cost and expense, execute and deliver such further documents and instruments and will take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Assignment.
- 4. Counterparts. This Assignment may be executed in one or more counterparts, all of which together shall be deemed one and the same original and facsimile/scanned and emailed signatures or electronic signatures shall be acceptable to bind the parties hereto.

**ASSIGNOR:**

**The Roadhouse Brewery, LLC,**  
a Wyoming limited liability company

By: 

Colby Cox, Member

**ASSIGNEE:**

**Roadhouse Brewery Group, LLC,**  
a Wyoming limited liability company

By: 

Colby Cox, Member

**LANDLORD:**

**Hoke & Co., LLC,**  
a Wyoming limited liability company

By: 

G. Bland Hoke, Jr., Trustee U/A 7/7/03 as Amended and  
Restated  
Manager

By: 

Elizabeth S. Hoke, Trustee U/A 7/7/03 as Amended and  
Restated  
Manager



**COMMERCIAL LEASE AGREEMENT**  
**(Hoke & Co., LLC / The Roadhouse Brewery, LLC)**

*See Lease Assignment*  
This Lease Agreement (this "Lease Agreement" and/or "Lease") is made and entered into as of the day of August, 2015 (the "Effective Date"), by and between Hoke & Co., LLC, a Wyoming limited liability company (the "Landlord"), and The Roadhouse Brewery, LLC, a Wyoming limited liability company (the "Tenant").

1. **Premises.** For and in consideration of the covenants and agreements contained herein, Landlord does hereby lease to Tenant that portion of the real property and improvements located at 1225 Gregory Lane in the Town of Jackson, Wyoming (which is more particularly described on **Exhibit A** attached hereto), consisting of approximately 8,040 square feet of improvements encompassing the entire "south building" as described on **Exhibit B** attached hereto (collectively, the portion of the real property and improvements leased to Tenant is referred to herein as, the "Leased Premises" or "Premises"), pursuant to the terms and conditions set forth herein. There is the potential that Tenant will request that Landlord add a second floor to the Leased Premises. In the event that Landlord and Tenant agree on such addition, Landlord and Tenant agree to amend this Lease to accurately describe the square footage of the Leased Premises if a second floor is added, as well as any other changes to the Lease that may result from such addition (including, but not limited to, changing the Base Rent). This Lease Agreement is contingent on Landlord obtaining all necessary permits from the Town of Jackson, Wyoming in order to construct the Premises.

2. **Term.** The "Lease Term" or "Term" shall be defined as the period that commences on the later of (a) issuance by the Town of Jackson of a certificate of occupancy for the Premises, or (b) October 1, 2016, and expires on September 30, 2036, unless terminated earlier pursuant to the provisions of this Lease. If the renewal term is exercised pursuant to the terms herein, the reference to "Lease Term" or "Term" shall include such renewal term.

Tenant shall have the right to renew the Term of this Lease for two (2) additional terms of ten (10) years each, provided that: (1) Tenant is not in default in the performance of Tenant's obligations hereunder, and (2) that Tenant gives Landlord notice of Tenant's election to renew not less than one hundred eighty (180) days prior to the termination of the Term, and that Tenant accepts the fair market rental for the first year of the renewal term established by Landlord and the Tenant as described hereafter.

3. **Rent.**

(a) **Calculating Rent.**

- (i) Tenant shall pay to Landlord, beginning on that date that is one hundred eighty (180) days after the beginning of the Lease Term and thereafter throughout the Lease Term, the annual base rent of \$18 per square foot of the Leased Premises, plus that amount per month calculated pursuant to section (b) below (together, the resulting sum is referred to herein as, the "Base Rent"). For purposes of clarity, the Base Rent shall be abated during the first six (6) months of the Lease Term. The Base Rent will be Twelve Thousand Dollars (\$12,000.00) per month (\$144,000 annually) plus that amount calculated pursuant to subsection (b) below. The Base Rent includes Landlord's insurance expenses, real estate taxes, and assessments levied or assessed against the Premises and Landlord's maintenance and common area expenses. Maintenance and common area expenses shall include exterior building maintenance, snow removal, and utilities for the building which are not separately metered or billed to the Tenant. In addition to the Base Rent, the Tenant will also pay without notice, and without abatement, deduction, or setoff, except as may be required or permitted by this Lease, as additional rent, all sums, taxes, assessments, costs, expenses, and other payments which the Tenant in any of the provisions of this Lease assumes or agrees to pay, and, in the event of any nonpayment thereof, the Landlord shall have (in addition to all other rights and remedies) all the rights and remedies provided herein or by law in the case of nonpayment of rent (together with the Base Rent, the "Rent").
- (ii) As part of the Base Rent, Tenant shall pay, on a monthly basis, an amount equal to (i) the difference between (A) Landlord's actual cost to complete the infrastructure for the Leased Premises (which includes the shell of the Premises and Tenant's Specifications (as

*Est. [Signature]*



described below)) and (B) Landlord's estimated cost to complete the "standard" infrastructure that it would have otherwise installed for the Leased Premises, with this sum then multiplied by (ii) .07. The product of (i) and (ii) in the previous sentence shall then be divided by 8,000 (the square footage of the Leased Premises), and the resulting number shall be added to \$18 per square foot for the monthly rent calculation as set forth in subsection (a) above. (For example only, if Landlord's estimated cost to complete the standard infrastructure is \$200,000, and Landlord's actual costs to complete the infrastructure pursuant to Tenant's specifications is \$500,000, then the following formula would apply:  $\$300,000 \times .07 = \$21,000$ ;  $\$21,000 \div 8,000 = \$2.63$ . \$2.63 would then be added to \$18 for a total Base Rent monthly expense of \$20.63 per square foot; or, \$13,753.33 per month). Landlord's estimated cost to complete the infrastructure for the Leased Premises shall be provided to Tenant in writing at least 30 days in advance of the beginning of the Lease Term. Tenant shall provide its specifications for the infrastructure for the Leased Premises to Landlord, Landlord and Tenant shall agree on such specifications, and the specifications shall be attached hereto as **Exhibit C** (the "Tenant Specifications"), no later than January 1, 2016. Landlord shall keep records of all expenses associated with the completion of Tenant's Specifications and provide a final accounting of Landlord's actual costs to complete such specifications at least 30 days in advance of the beginning of the Lease Term.

- (iii) In order to secure Tenant's obligation's herein with respect to the unique nature of Tenant's Specifications and Landlord's agreement to incur the initial cost to complete such specifications, when Tenant's Specifications are agreed to and attached hereto as **Exhibit C**, Tenant shall deposit with Landlord One Hundred Thousand Dollars (\$100,000.00) (the "Tenant Specifications Deposit"). The Tenant Specifications Deposit shall be held by Landlord until the beginning of the Lease Term. In the event that Tenant defaults on its obligations hereunder after Landlord begins work on the Tenant Specifications and prior to the beginning of the Lease Term, Landlord shall have the right to apply the Tenant Specification Deposit towards any damages it may incur as a result of Tenant's breach hereunder in such event. However, the Tenant Specification Deposit shall not be deemed a limitation on Landlord's damages in the event of Tenant's default hereunder. If no such default occurs, upon the commencement of the Lease Term, Landlord shall return the Tenant Specifications Deposit to the Tenant.

(b) Payment Due Date; Late Payments. After the Rent abatement period described in Section 3(a)(i) above, the Rent shall be payable in advance on or before the 1st day of each and every month during the Lease Term. If the Rent is not paid within five (5) days of the due date, said late Rent payments shall automatically accrue interest at an interest rate of ten percent (10%) per annum commencing on the 6<sup>th</sup> day after the due date, which accrual of interest shall continue until the Rent, together with accrued interest, is paid. Such interest shall be payable on demand without notice to Tenant. In addition to interest, for any late Rent payment, Tenant shall pay a late fee of five percent (5%) of the Rent owed. The Rent shall be paid to Landlord using the contact information set forth in Section 23 below.

(c) Annual Rental Adjustments. For each year of the Term hereof after the second year (i.e., after the 24<sup>th</sup> month of the Lease Term), and for each year of any renewal term after the first year, the Base Rent shall be adjusted to reflect the increase in the Consumer Price Index (CPI-U) published by the U.S. Department of Labor for the year period preceding the adjustment date. If the CPI-U published by the U.S. Department of Labor is not available, a comparable index shall be used for adjustment. The adjustment figure shall be the CPI-U for the first month of the year for which the adjustment is to be effective. The base figure for adjustment shall be the CPI-U figure for the same month, for the year prior to the adjustment date. The base month CPI-U shall be divided into the adjustment month CPI-U and the resulting number shall be multiplied by the then current Base Rent to produce the adjusted Base Rent for the next year. After the second (2<sup>nd</sup>) year of the Lease Term (i.e., after the 24<sup>th</sup> month of the Lease Term) and during the third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) years of the Lease Term, the CPI-U adjustment to the Base Rent shall be a minimum increase of four percent (4%) and a maximum increase of five percent (5%) for each year. Beginning in the fifth (5<sup>th</sup>) year of the Lease Term and for each year thereafter, the CPI-U adjustment to the Base Rent shall be a minimum of one percent (1%) and a maximum of five percent (5%). Because the CPI-U figures are not released until one or two months after a given date, the Tenant shall pay the then applicable monthly Base Rent until the adjustment can be made, and shall pay any difference between the then-applicable Base Rent

est  
APL  
2



and the adjusted Base Rent for all preceding months of the year for which the adjustment is applicable with the next month's rent after the date that notice of the CPI-U adjustment is sent to the Tenant.

(d) **Adjustment of Base Rent for Renewal Term.** At the commencement of the renewal term, the Base Rent shall be adjusted by Landlord to fair market value (but in no event shall such adjustment be for anything less than the Base Rent in effect at the end of the initial Term or at the end of the just completed renewal term, as applicable). Landlord shall notify Tenant of such adjustment not less than One Hundred Twenty (120) days prior to the commencement date of the applicable renewal term. Landlord shall provide Tenant with Landlord's proposed adjustment together with such notice. If Tenant agrees with Landlord's proposed adjustment, the Base Rent shall be adjusted as set forth in Landlord's notice. If Tenant does not agree with Landlord's proposed adjustment, the Base Rent shall be established by appraisal. If the parties agree on one appraiser, the single appraisal shall constitute the adjusted Base rent. If the parties not agree on one appraiser, each party shall have the right to select one competent and knowledgeable appraiser, and the two appraisers shall select a third appraiser. The adjusted Base Rent shall be based on upon an average of the three appraisals, unless one is more than twenty percent (20%) above or below the average of the other two. In such event, the average of the other two shall constitute the adjusted fair market rental value. If the parties agree on one appraiser, the cost of appraisal shall be split. If the parties do not agree upon one appraiser and three appraisers are used, each party shall pay the cost of the appraiser selected by such party and shall share one-half of the cost of the third appraiser.

#### **4. Utilities, Taxes, Assessments and Repairs.**

(a) **Utilities.** Tenant shall pay for all water, sewer, and electricity utilities on the Premises, and any other items separately metered for the Premises (including, but not limited to, phone, cable and internet, as applicable), during the Term of this Lease.

(b) **Taxes and Assessments.** In addition to the Rent payments specified herein, Tenant shall pay, as they become due, all personal property taxes levied against Tenant's personal property during the Term and any tenancy after either. Landlord shall pay all real property taxes assessed against the Premises.

(c) **Tenant's Repairs.** From and after the beginning of the Lease Term, all maintenance, repairs and replacements to Tenant's equipment within the Premises shall be made by Tenant. Tenant, at Tenant's sole and exclusive expense, shall keep and maintain the Premises in good condition and repair, reasonable wear and tear excepted, including without limitation the maintenance and repairs of heating, electrical, air conditioning, sprinkler and other mechanical installations serving the Premises, the plumbing and sewer systems serving the Premises, the exterior and interior portions of all doors, and all windows, frames and glass; and Tenant shall promptly replace all broken and cracked glass. Any replacements Tenant is required to make under this Lease shall be of equal or better quality, type and style as the item being replaced. Tenant will maintain and keep in good condition and repair all work done or installed by Tenant. Tenant shall not permit any waste, damage or injury to the Premises and shall, at its sole cost and expense, abate any nuisance upon, or emanating from, the Premises, keep the Premises neat, clean and in an orderly and sanitary condition free of offensive odors, vermin, rodents, bugs, insects and other pests. Tenant agrees not to deface or damage the building in any manner or to overload the floors of the Premises. Tenant shall in no event perforate or do any work on or affecting the roof of the Premises without Landlord's prior written consent, and, if such consent is given, shall only use such contractors approved by Landlord (such approval not to be unreasonably withheld). If Tenant fails to promptly make any repairs that are the responsibility of Tenant hereunder, Landlord, at its option, may make such repairs and Tenant shall pay Landlord on demand Landlord's actual costs plus 10% of such cost in making such repairs.

**5. Use Restrictions.** Tenant shall solely use the Premises for a wholesale brewing distribution facility and activities related thereto. No other purpose(s)/uses are permitted within the Premises unless written consent has been obtained by the Landlord prior to the commencement of any other use, not to be unreasonably withheld. All uses of the Premises shall comply with the Town of Jackson Land Development Regulations, as they may be amended from time to time. Tenant shall be solely responsible for obtaining all applicable permits and licenses for its improvements and business prior to its occupancy of the Premises. Tenant's failure to obtain such permits and licenses shall have no effect on the obligation to pay Rent hereunder, assuming Landlord has otherwise complied with its obligations herein. Notwithstanding the foregoing, Tenant shall have the right to pursue a conditional use permit with the Town of Jackson which

6/11/11  
[Signature]  
3



would allow merchandising/retail operations and beer sales to the public in a tap room. Landlord agrees to reasonably assist with the conditional use permit application, at no additional cost to Landlord. In addition, Landlord's consent to such conditional use permit application shall only be effective if the proposed use pursuant to the conditional use permit does not require the use of more than half of the parking spaces located at 1225 Gregory Lane.

6. **Landlord Improvements.** The Premises shall be delivered to the Tenant in accordance with the Tenant Specifications for infrastructure improvements. However, in the event Landlord does not have a building permit for the Premises from the Town of Jackson at least two hundred (200) days prior to October 1, 2016 (which is March 15, 2016), this Agreement shall be voidable at Tenant's option within the next ten (10) day period (between March 15 and March 25, 2016). Landlord agrees to deliver the Premises with the Tenant Specifications completed by October 1, 2016 provided the Tenant submits and Landlord approves the Tenant Specifications no later than January 1, 2016 and provided the Town of Jackson has issued a certificate of occupancy for the Premises. If the Tenant fails to meet this deadline for delivery of the Tenant Specifications and completion of such improvements is delayed, Tenant shall remain obligated to pay monthly Rent as set forth in Section 3(a)(i) above. If Landlord does not complete the Tenant Specifications by October 1, 2016, then the commencement of the Rent obligations as set forth in Section 3(a)(i) above shall be abated (pro-rata) for the same number of days beyond October 1, 2016 that the Tenant Specifications are not completed. In the event the Premises are not available for occupancy by the Tenant (through no fault of Tenant) by January 1, 2017, this Agreement shall be voidable at Tenant's option within the next ten (10) day period (between the January 1 and January 10, 2017).

7. **Alterations and Improvements.** No alteration, addition, or improvement to the Leased Premises shall be made by the Tenant without the prior written consent of the Landlord. However, the Landlord agrees to not unreasonably withhold its consent for leasehold improvements that are required by the Tenant to optimize their brewery business. Any alteration, addition, or improvement made by the Tenant after such consent shall have been given, and any fixtures installed as part thereof (except removable trade fixtures and equipment as agreed to and set forth on **Exhibit D** as referenced below), shall at the Landlord's option become the property of the Landlord upon the expiration or other sooner termination of this Lease; provided however, that the Landlord shall have the right to require the Tenant to remove such fixtures at the Tenant's cost upon such termination or expiration of this Lease. Upon mutual agreement upon final termination or expiration not due to default, the Landlord may agree to purchase some or all of the installed removable trade fixtures from the Tenant for agreed to fair market value at that point in time. For the avoidance of doubt, without limitation, all track lighting and light fixtures whether or not installed by Tenant shall become the property of the Landlord unless Landlord otherwise consents. Prior to the commencement of the Lease Term, Tenant and Landlord shall agree on the removable trade fixtures and equipment (or types of removable trade fixtures and equipment) that Tenant may remove at the end of the Term or earlier termination of this Lease and such list shall be attached hereto as **Exhibit D**.

All alteration of or additions to the Leased Premises shall take place under the supervision of the Landlord. Tenant shall keep the Leased Premises and the improvements thereon free and clear of all liens arising out of or claimed by reason of any work performed, materials furnished or obligations incurred by or at the instance of Tenant, and shall indemnify and hold the Landlord and the Premises and the property that includes the Premises harmless from all such liens or claims of lien and all reasonable attorney's fees and other costs and expenses incurred by reason thereof. When any alteration, addition or improvement is approved by Landlord as set forth above, Landlord and Tenant shall agree on an area within or outside the building for a construction staging area so that such work shall cause as little disruption as is reasonably possible to other tenants on the property. Tenant hereby agrees to promptly repair or replace any damage caused to the building or other tenant's improvements or personal property as a result of work performed in connection with Tenant's approved alterations, additions or improvements.

As a further condition of Landlord's consent, said Tenant's contractor must evidence insurance coverage to include: (a) Worker's Compensation Coverage and (b) Comprehensive General Liability Property Damage insurance. All work done with respect to such alterations and additions shall be done in a good and workmanlike manner and in accordance with all applicable building codes and shall be diligently pursued to completion. All alterations or additions and all equipment which are an integral part of the structure, such as

EST  
CPL  
4



air conditioning and heating equipment, lighting fixtures, electric switch boxes, plumbing (except for plumbing that is specifically a part of any trade fixture or equipment as contemplated on Exhibit D), restroom fixtures, and the like which may be located on the Premises upon termination shall become a part of the realty and surrendered to Landlord upon the expiration or termination of this Lease, unless Landlord shall at the time of its approval of such work require removal or restoration on the part of Tenant as a condition of such approval or unless otherwise set forth on Exhibit D. Tenant shall remove all items on Exhibit D, any other items previously approved for removal by Landlord, and any other personal property from the Premises upon the termination or expiration of this Lease, providing Tenant repairs any damage to the Premises caused by such removal.

8. **Signs.** Tenant shall have the right to erect signs advertising Tenant's business and building image lighting anywhere on the Premises, provided that such signs and their location on the Premises and Landlord's property are approved by Landlord (with such approval not to be unreasonably withheld) and otherwise are in accordance with all applicable governmental regulations and restrictions that affect the Premises. Landlord shall reasonably cooperate with Tenant (at no additional cost to Landlord) with respect to any regulatory approvals required for such signs.

9. **Landlord's Right of Access.** The Landlord and its agents, employees or representatives, may enter the Leased Premises at any reasonable time (i) for the purpose of inspecting the Leased Premises to ascertain Tenant's compliance with the terms and conditions of this Lease, (ii) in order to make repairs, additions or alterations as the Landlord deems necessary, (iii) to post notices of non-responsibility under any mechanic's lien law, and (iv) to exhibit/show the Leased Premises to prospective purchasers, lessees or lenders. Notwithstanding the foregoing, Landlord acknowledges that Tenant's use of the Premises involves certain sanitary and contamination concerns with respect to the brewing process, and Landlord shall exercise reasonable caution in this respect and shall not unreasonably interfere with Tenant's brewing process. Tenant acknowledges that Landlord may offer the Leased Premises for sale and agrees to maintain the Leased Premises in a clean and presentable condition. If, during the last month of the Term, the Tenant shall have removed all or substantially all of the Tenant's property therefrom, the Landlord may immediately enter and alter, renovate, and redecorate the Leased Premises, without elimination or abatement of Rent and without liability to the Tenant for any compensation and such acts shall have no effect upon this Lease. If the Tenant shall not be personally present to open and permit an entry into the Leased Premises at any time when for any reason an entry therein shall be necessary or permissible, the Landlord or its agents may enter the Leased Premises by a master key, or may forcibly enter the Leased Premises, without rendering the Landlord or such agents liable therefor (if during such entry the Landlord or its agents shall accord reasonable care to the Tenant's property and the Tenant's brewing process, as contemplated above), and without in any manner affecting the obligations and covenants of this Lease. The Landlord's right of reentry shall not be deemed to impose upon the Landlord any obligation, responsibility, or liability for the care, supervision, or repair of the Leased Premises other than as herein provided.

10. **Acceptance of Premises.** No representations have been made to Tenant respecting any condition of the Premises. There are and shall be no implied warranties of merchantability, habitability, fitness for a particular purpose or any other kind arising out of this Lease, and there are no warranties which extend beyond those expressly set forth in this Lease. By entry hereunder, Tenant accepts the Premises in its present "as-is" condition, as being free from defects and in good, clean and sanitary order, condition and repair, and Tenant agrees to keep the Premises in such condition. Tenant further agrees on the last day of the Term hereby created or sooner termination of this Lease, to surrender unto Landlord the Premises in the same condition as when received, ordinary wear and tear excepted.

11. **Mechanics Liens.** Tenant shall keep all of the Premises and every part thereof free and clear of any and all mechanics, materialman's and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Tenant, any alteration, improvement or repairs or additions which Tenant may make or permit or cause to be made, or any work or construction, by, for, or permitted by Tenant on or about the Premises, or any obligations of any kind incurred by Tenant, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify Landlord and all of the Premises against all such liens and claims of liens and suits or other proceedings pertaining thereto. Tenant

ESH  
JDC  
5



hereby expressly recognizes that in no event shall it be deemed the agent of Landlord and no contractor of Tenant shall by virtue of its contract be entitled to assert any lien against the Premises or the property owned by Landlord. If any such lien is filed against the Premises on account of the acts of Tenant, Tenant agrees to promptly pay the same. If Tenant fails to discharge such lien within fifteen (15) days of its filing, then, in addition to any other right or remedy of Landlord, Landlord may, at its election, discharge the lien. Tenant shall pay on demand any amount paid by Landlord for the expenses of Landlord incurred in defending any such action or in obtaining the discharge of such action or in connection therewith, including reasonable attorneys' fees, together with interest on all such sums at the rate provided in Section 3 from the date of demand.

**12. Landlord Lien, Cooperation and Subordination.**

(a) **Landlord's Lien.** Tenant expressly acknowledges and agrees that, for the protection of Landlord in the event of Tenant's default hereunder, a lien on Tenant's personal property (including, but not necessarily limited to, all of Tenant's inventory (beer) in its business) is created herein, except removeable trade fixtures and equipment as set forth on Exhibit D and such stock of merchandise that has been previously sold in the normal course of business. Upon reasonable request, Landlord shall subordinate its interests in Tenant's inventory to the extent such inventory is pledged as collateral for a loan obtained by Tenant.

(b) **Cooperating with Landlord's Financing Arrangements.** If, in connection with obtaining financing for the Premises (including syndications, sales, or leasebacks), should Landlord or any lender request modifications to this Lease as a condition for such financing, Tenant will not unreasonably withhold, delay, or defer its consent thereto, provided that such modification does not increase the obligations of Tenant hereunder or materially adversely affect either the leasehold interest hereby created or Tenant's use and enjoyment of the Premises.

(c) **Subordination, Non-Disturbance and Attornment.** This Lease Agreement is subject and subordinate to all mortgages which may now or hereafter affect this Lease or the real property of which Leased Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof to the full extent of the principal sum and all other amounts secured thereby and interest thereon. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee. In confirmation of such subordination, Tenant shall execute promptly any certificate (including any estoppel certificate) that Landlord may request. Tenant hereby constitutes and appoints Landlord the Tenant's attorney-in-fact to execute any such certificate or certificates for and on behalf of Tenant if Tenant fails to execute and deliver such certificate to Landlord within 3 business days of such request.

If the Landlord becomes the mortgagor of any future mortgage that is secured by a lien against the Premises, the Landlord shall make a reasonable and good faith effort to enter into a written agreement with the holder of the underlying mortgage (the mortgagee or any assignee of the mortgage) that if, by foreclosure, such holder, or any successor in interest, shall come into possession of the Premises, or take over the rights of the Landlord in the Premises, the holder will not disturb the possession, use or enjoyment of the Premises by the Tenant, its successors or assigns, nor disaffirm this Lease or the Tenant's rights or estate hereunder so long as all of the obligations of the Tenant are fully performed in accordance with the terms of this Lease. So long as the subordination agreement provides that the lender or holder of the mortgage will honor the terms of the Lease Agreement, Tenant agrees it will execute a subordination agreement.

The Tenant shall attorn to and recognize any purchaser at a foreclosure sale under any mortgage on the Premises, any transferee who acquires the Premises by deed in lieu of foreclosure, and the successors and assigns of such purchaser, as its landlord for the unexpired balance, and any extensions, if exercised, of the term of the Lease on the same terms and conditions set forth in the Lease.

**13. Compliance with Laws.** Tenant shall not permit the Premises, or any part thereof, to be used for any disorderly, unlawful or hazardous purpose. Tenant, at its own expense, shall comply with all Laws applicable to Tenant's use and occupancy of the Premises and shall keep and maintain the Premises in compliance with all applicable Laws, and shall obtain all licenses, permits, and the like required to permit Tenant to occupy the Premises or required in the conduct of Tenant's business within the Premises or

*[Handwritten signature]*  
6



required for any approved alterations or improvements which Tenant may desire to make, and Landlord, where necessary, shall join with Tenant in applying for all such permits or licenses. "Laws" means any and all present or future federal, state, or local laws (including common law), statutes, ordinances, rules, regulations, orders, decrees or requirements of any and all governmental or quasi-governmental authorities having jurisdiction over the Premises.

**14. Landlord Liability.** Landlord shall not be liable and Tenant hereby waives any claims for any damage to, or loss of, property in the Premises belonging to Tenant, its employees, agents, invitees or visitors, licensees or other persons in or about the Premises, or for damage or loss suffered by the business of Tenant, from any cause whatsoever, including, without limiting the generality thereof, such damage or loss resulting from fire, steam, smoke, electricity, gas, water, rain, ice or snow, which may leak or flow from or into any part of the Premises, or from breakage, leakage, obstruction or other defects of the pipes, wires, appliances plumbing, air conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Premises or from other sources. Landlord shall not be liable in any manner to Tenant, its agents, employees, invitees or visitors, or their property, caused by the criminal or intentional misconduct, or by any act of neglect of third parties or of Tenant, Tenant's agents, employees, invitees or visitors. Tenant covenants that no claim shall be made against Landlord by Tenant, or by any agent or servant of Tenant, or by others claiming the right to be in the Premises through or under Tenant, for any injury, loss or damage to the Premises or to any person or property occurring upon the Premises from any cause other than the gross negligence of Landlord. In no event shall Landlord be liable to Tenant for any consequential damages sustained by Tenant arising out of the loss or damage to any property of Tenant.

**15. Insurance.**

(a) **Liability Insurance.** Tenant shall, at its expense, provide and keep in force the following: (i) general liability insurance containing bodily injury and property damage combined single limit coverage of not less than One Million Dollars (\$1,000,000.00) per each occurrence; (ii) during any period in which substantial alterations at the Premises are being undertaken, Tenant shall obtain builder's risk insurance (on a completed value, non-reporting basis) against "all risks of physical loss," including collapse and transit coverage, with deductibles not to exceed \$10,000.00, in non-reporting form, covering the total replacement cost of work performed and equipment, supplies and materials furnished in connection with such construction or repair of improvements or equipment; (iii) insurance protecting against liability under Worker's Compensation Laws with limits at least as required by statute; and (iv) Employers Liability with limits of \$500,000.00 each accident; and (v) Business Auto Liability covering owned, non-owned and hired vehicles with a limit of not less than \$1,000,000.00 per accident. Tenant shall deposit with the Landlord certificates of all such insurance policies. No such policies may lapse or be cancelled without at least ten (10) days prior notice to Landlord. Tenant agrees that, in addition to the requirement of any insurance carrier pursuant to the foregoing insurance policies, Tenant shall immediately notify Landlord of any accident or injury, and shall cause a full and complete written report to be made of any and all injuries or accidents upon the Leased Premises.

(b) **Casualty Insurance.** Landlord shall, at its expense, maintain and keep in force standard fire, extended coverage, vandalism and malicious mischief insurance on the Premises. In no event shall the insurance coverage be less than eighty percent (80%) of the "full insurable value," on a current basis. The term "full insurable value" shall mean the actual current replacement cost, excluding land, excavation, foundation, paving and underground facilities.

(c) **Property Insurance.** Tenant shall maintain its own insurance on all of its equipment, improvements and personal property.

**16. Indemnity.**

(a) **Indemnification of Landlord.** Tenant covenants and agrees to indemnify, defend, and hold Landlord and its successors and assigns, harmless from and against any and all loss, damage, liability or expense of any kind including without limitation attorneys' fees and court costs incurred, suffered or claimed

*OK* *Est*



by any person(s), firm(s) or corporation(s) whomsoever, or property occurring on or about the Premises, for any cause whatsoever, by reason of or arising from (a) any default, breach or violation by Tenant under this Lease, (b) any negligent or other willful tortious act of Tenant, its agents, employees, subtenants, assignees, invitees or visitors of the Premises with respect to the Premises, or (c) the use or occupancy by Tenant, its agents, employees, invitees or visitors of the Premises.

(b) **Indemnification of Tenant.** Landlord shall indemnify, defend and hold Tenant harmless from and against any and all loss, damage, liability or expense of any kind including without limitation attorneys' fees and court costs incurred arising from (a) any default, breach or violation by Landlord under this Lease, or (b) any negligent or other willful tortious act of Landlord, its employees or agents with respect to the Premises. If Tenant recovers from the insurance carried pursuant to this Lease, Landlord is hereby released from this indemnification with respect to such party to the extent of such proceeds.

(c) **Survival.** The provisions of this Section shall survive the termination of this Lease.

**17. Damage or Destruction.**

(a) **Effect of Damage or Destruction.** In the event the Premises shall be damaged or destroyed either (i) by an insured loss within Landlord's standard property insurance policies to such extent that Landlord cannot make necessary repairs or rebuild within six (6) months from the date of such damage or destruction, or (ii) by any uninsured loss, or (iii) by an insured loss with respect to which Landlord's mortgagee requests that the insurance proceeds be applied to the indebtedness, then, assuming Tenant was not at fault or negligent, at Tenant's option, this Lease may be terminated in which event Tenant shall be responsible for Rent up to the date of such damage and Tenant shall be allowed an abatement of Rent after the date of such damage or destruction. If the Premises shall be damaged or destroyed by fire or other causes and Landlord elects to continue this Lease, then this Lease shall not terminate, the damage or destruction shall be repaired or rebuilt, the Rent shall abate proportionally until the repairs or rebuilding are completed to Tenant's reasonable satisfaction and possession thereof given to Tenant, and the Term of this Lease shall be extended for a period equal to such period of rent abatement but not otherwise affected. Tenant shall in all events restore or repair its alterations and improvements to the Premises.

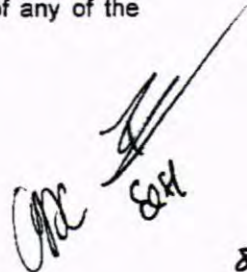
(b) **Substantial Destruction.** Should fifty percent (50%) or more of the total leasable area of the Premises at any time be damaged or destroyed by fire or any other cause, Tenant may forthwith terminate this Lease by written notice to Landlord of Tenant's election to so terminate. In the event of a loss or damage of any scope or nature which arises out of or in connection with the use, misuse, or occupancy of the Premises by Tenant, or results from the acts or omissions of Tenant, its employees or agents, Tenant shall indemnify Landlord for any claims, loss or damage not covered under Landlord's standard insurance coverage, including the deductible portion of such insurance.

(c) **Tenant's Insurance Proceeds.** Any insurance proceeds received by Tenant with respect to any damage or destruction to the Premises shall be paid over to Landlord to pay for repairs or replacements necessitated by such damage or destruction after all of Tenant's repairs are covered.

(d) Repair by Landlord under this Section shall not include replacement of Tenant's improvements, contents, inventory, furniture, furnishings, fixtures, equipment, and all other property removable by Tenant under provisions of this Lease. Tenant shall be responsible for the repair and/or replacement of Tenant's improvements, contents, inventory, furniture, furnishings, fixtures, equipment, and all other property removable by Tenant under provisions of this Lease, for which it shall maintain adequate insurance under Section 15 of this Lease.

**18. Condemnation.**

(a) **Notice.** If either Landlord or Tenant learns that any of the Premises has been or is proposed to be subjected to a Taking (as hereinafter defined), such party shall immediately notify the other of such Taking. A "Taking" means the taking of any of the Premises as a result of the exercise of the power of eminent domain or condemnation for public or quasi-public use or the sale or conveyance of any of the Premises under the threat of condemnation.

The block contains handwritten signatures and initials. On the right, there is a large, stylized signature that appears to be 'JH'. Below it and to the left are the initials 'SM' and 'EHL'. At the bottom right corner of the page, there is a small handwritten number '8'.



(b) **Termination Option on Substantial Taking.** If a Taking occurs during the Term that substantially and materially interferes with the use of the Premises (a "Substantial Taking"), Tenant may, at its option, terminate this Lease as of the date physical possession of the portion of the Premises subject to such Substantial Taking is transferred to the condemning authority (the "Taking Date") by giving notice to Landlord within thirty (30) days prior to the Taking Date or as soon as Tenant learns of such Taking Date, whichever is later.

(c) **Continuation of Lease.** If a Taking occurs during the Term that is not a Substantial Taking, or if a Substantial Taking occurs but Tenant does not exercise its termination option according to Section, this Lease shall remain in full force and effect according to its terms, except that, effective as of the Taking Date, monthly Rent shall abate proportionally as to the part taken.

(d) **Awards.** If any Taking occurs, Landlord shall be entitled to receive, and Tenant assigns to Landlord, the total award, compensation, damages or consideration paid or payable as a result of or in connection with any Taking (such total, an "Award"); provided that (a) Tenant shall be entitled to receive, and Landlord assigns to Tenant, any portion of such Award attributable to the value of any Tenant Equipment, and the value of any unexpired portion of the term of this Lease, or injury to Tenant's leasehold interest.

**19. Assignment.**

(a) **Prior Consent of Landlord.** Tenant shall not assign, transfer, mortgage or encumber this Lease or sublet the Premises without obtaining prior written consent of Landlord, nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise without the prior written consent of Landlord, which such consent may be reasonably withheld in the sole discretion of Landlord. Unless agreed to otherwise, the consent by Landlord to any assignment, transfer, subletting to any party other than Landlord shall not be construed as a waiver or release of Tenant from the terms of any covenant or obligation under this Lease nor shall the collection or acceptance of Rent from any such assignee, transferee, subtenant or occupant constitute a waiver or release of Tenant from any covenant or obligation contained in this Lease. If Tenant defaults hereunder Tenant hereby assigns to Landlord any and all rent due from any subtenant of Tenant and hereby authorizes each such subtenant to pay said rent directly to Landlord. Without limiting the generality of the foregoing, if Landlord consents to an assignment or sublease pursuant to this Section, Landlord may condition its consent upon such transferee assuming all of Tenant's obligations hereunder.

(b) Landlord shall have the right to assign this Lease, collaterally or otherwise, without Tenant's consent. If Landlord transfers or assigns its interest in this Lease to a person or entity expressly assuming the Landlord's obligations hereunder, Landlord shall thereby be released from any further responsibility hereunder, and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations.

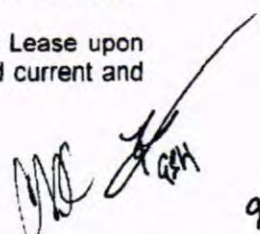
**20. Tenant Right of Termination.** Notwithstanding any other provision of this Lease, Tenant shall have the right to terminate this Lease upon the following terms:

(a) During the first seven (7) years of the Term, Tenant shall have no right to terminate this Lease.

(b) During years 8-10 of the Term, Tenant shall have the right to terminate this Lease upon one hundred eighty (180) days written notice to Landlord, provided that Tenant's rental is paid current and Tenant pays Landlord twelve (12) month's Base Rent (applying the Base Rent at the time of termination) in consideration of the termination right. The parties agree that this termination payment is adequate consideration for this termination right and is not a penalty.

(c) During years 10-15 of the Term, Tenant shall have the right to terminate this Lease upon one hundred eighty (180) days written notice to Landlord, provided that Tenant's rental is paid current and Tenant pays Landlord eight (8) month's Base Rent (applying the Base Rent at the time of termination) in consideration of the termination right. The parties agree that this termination payment is adequate consideration for this termination right and is not a penalty.

(d) During years 15-20 of the Term, Tenant shall have the right to terminate this Lease upon one hundred eighty (180) days written notice to Landlord, provided that Tenant's rental is paid current and

 9



Tenant pays Landlord four (4) month's Base Rent (applying the Base Rent at the time of termination) in consideration of the termination right. The parties agree that this termination payment is adequate consideration for this termination right and is not a penalty.

## **21. Default.**

(a) **Defaults by Tenant.** Each of the following events shall constitute an "Event of Default" under this Lease:

(1) **Failure to Pay Rent.** Tenant fails to do the following: (i) to pay any Rent payable by Tenant under this Lease, or any part thereof, within 5 days following the due date and fail to cure such failure within 10 days after Landlord delivers written notice of such failure to Tenant; or (ii) to pay any Rent payable by Tenant under the provisions of this Lease within 5 days following the due date, twice within any three (3) month period.

(2) **Failure to Perform Other Obligations.** Tenant breaches or violates any provision of this Lease applicable to Tenant other than a covenant to pay Rent, and such breach or violation continues for a period of thirty (30) days after written notice thereof from Landlord to Tenant; or, if such breach or violation cannot be reasonably cured within such thirty (30)-day period, Tenant does not commence a cure within such thirty (30)-day period or does not thereafter pursue such cure in good faith to completion. Notwithstanding the foregoing to the contrary, the provisions of this Section shall not apply with respect to any breach or non-compliance for which a cure period is specifically set forth in this Lease or for which an Event of Default is otherwise provided under this Section.

(3) **Abandonment of Premises.** Tenant abandons or evidences any intention to abandon all or any portion of the Premises, or if the estate hereby created shall be taken by execution or other process of law.

(4) **Bankruptcy or Related Proceedings.** Tenant files a petition in bankruptcy or insolvency, or for reorganization or arrangement under any bankruptcy or insolvency Laws, or voluntarily takes advantage of any such Laws by answer or otherwise, or dissolves or makes a general assignment for the benefit of creditors, or involuntary proceedings under any such Laws for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for the Premises or for all or substantially all of Tenant's property, and such involuntary proceedings are not dismissed or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

(b) **Landlord's Remedies.** If any Event of Default occurs, Landlord shall have the right, at its election, at any time, to exercise any one or more of the remedies described below:

(1) **Cure by Landlord.** Landlord may, at Landlord's option but without any obligation to do so, and without releasing Tenant from any obligations under this Lease, make any payment or take any action as Landlord deems necessary or desirable to cure any Event of Default in such manner and to such extent as Landlord deems necessary or desirable; provided that, prior to making any such payment or taking any such action, Landlord notifies Tenant of Landlord's intention to do so and affords Tenant at least fifteen (15) days in which to make such payment or take such action. Tenant shall pay Landlord, immediately upon demand, all advances, costs and expenses of Landlord in connection with making any such payment or taking any such action, including reasonable attorneys' fees, together with interest at the rate provided in Section 3 from the date of payment of any such advances and costs by Landlord.

(2) **Termination of Lease and Damages.** Landlord may terminate this Lease, effective at such time as may be specified by notice to Tenant, and demand (and, if such demand is refused, recover) possession of the Premises from Tenant. In such event, Landlord shall be entitled to recover from Tenant, immediately upon demand, as damages for loss of bargain and not as a penalty, (i) an aggregate sum equal to all unpaid Rent for the entire period prior to the termination date of this Lease (including interest from the due date to the date of the award at the Default Rate), plus (ii) the costs of recovering the Premises, plus (iii) all other sums of money and damages owing by Tenant to Landlord, plus (iv) Landlord's attorney's fees, less any amounts as a result of Landlord's leasing to another party. Landlord shall seek to relet the Premises in good faith. Further, Tenant shall indemnify Landlord for all loss and damage which Landlord may suffer by reason of such

*Handwritten signature and initials*  
10



termination, whether through the inability to relet the Premises or otherwise, including any loss of Rent for the remainder of the term. Upon termination, Tenant's right of possession shall cease and terminate and Landlord may reenter and take possession of any of the Premises, without additional demand or notice, and repossess the same and expel Tenant and any party claiming by, through or under Tenant, and remove the effects of both using such force for such purposes as may be reasonably necessary without becoming liable to prosecution therefor.

(3) Reletting the Premises. Upon Landlord's recovery of possession of the Premises, Landlord may enter the Premises as an agent for Tenant or in Landlord's own name, without any obligation to do so, and relet the whole Premises or any portion thereof, with or without improvements made by Tenant thereon, for any period equal to, greater or less than the remainder of the Term of this Lease, for any sum (including any rental concessions and rent-free occupancy) which Landlord may deem reasonable in its sole discretion, to any Tenant which Landlord may deem suitable and satisfactory, and for any use and purpose which Landlord may deem appropriate.

(4) Survival of Tenant's Liability. Notwithstanding any termination of this Lease by Landlord, Tenant shall be and remain liable for all Rent and other charges and sums due hereunder for the remainder of the Term, such liability shall survive the termination of this Lease, any recovery of possession of the Premises by Landlord, any action to secure the possession of the Premises, and/or Landlord's pursuit of any other remedy available to Landlord pursuant to the terms of this Lease, at law or in equity in accordance with the provisions contained herein.

(5) Right to Successive Actions. Landlord shall have the right to maintain successive actions against Tenant for recovery of all damages, including without limitation amounts equal to all Rent and other charges and amounts payable hereunder, and Landlord shall not be required to wait to begin such actions or legal proceedings until the date this Lease would have expired.

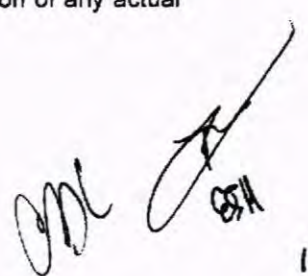
(6) Landlord May Pursue Numerous Remedial Options. Landlord may pursue any combination of such remedies named herein in addition to any and all remedies available to Landlord on account of Tenant's default at law or in equity.

(7) Seizure of Personal Property. If Landlord's right of re-entry is exercised following abandonment of the Leased Premises by Tenant, then Landlord may consider any personal property and inventory belonging to Tenant and left on the Leased Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so. Notwithstanding the foregoing, Landlord shall be under no obligation to attempt to re-let the Leased Premises upon abandonment of same by Tenant.

(c) Application of Tenant's Payments. All rents received by Landlord in any reletting after Tenant's default shall be applied, first to the payment of such expenses as Landlord may have incurred in recovering possession of the Premises and in reletting the same (including brokerage fees), second to the payment of any costs and expenses incurred by Landlord, either for making the necessary repairs (including fitting up the space for such reletting) to the Premises or in curing any default on the part of Tenant of any covenant or condition herein made binding upon Tenant. Any remaining rent shall then be applied toward the payment of rent due from Tenant, and Tenant expressly agrees to pay any deficiency then remaining.

22. Environmental. Tenant shall not at any time handle, use, manufacture, store or dispose of in or about the Premises any flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance (collectively, "Hazardous Materials") subject to regulation by or under any federal, state and local laws and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes, presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any of such laws or ordinances (collectively, "Environmental Laws"). Tenant shall protect, defend, indemnify and hold landlord harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of any actual or asserted failure of tenant to fully comply with all applicable Environmental Laws, or the presence, handling, use or disposition in or from the Premises of any Hazardous Materials, or by reason of any actual or asserted failure of Tenant to keep, observe, or perform any provision of this paragraph.

23. Miscellaneous.





(a) **Construction; Captions.** The singular shall include the plural and any gender shall include all genders as the context requires. The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Articles and Sections.

(b) **Brokers.** Landlord shall be responsible for any real estate commissions owed to Desmond Jennings and Rob Cheek (ReMax/Obsidian) as a result of this transaction. Except as set forth in the preceding sentence, Landlord and Tenant each hereby represent and warrant to the other that there are no other real estate brokers or agent involved in this transaction. Tenant acknowledges that one of Landlord's principals is a Wyoming licensed real estate agent.

(c) **Integration.** This Lease and any documents that may be executed by Tenant in connection with this Lease on or about the Effective Date at Landlord's request constitute the entire agreement between the parties and supersede all prior understandings and agreements, whether written or oral, between the parties hereto relating to the Premises and the transactions provided for herein. Landlord and Tenant are business entities having substantial experience with the subject matter of this Lease and have each fully participated in the negotiation and drafting of this Lease. Accordingly, this Lease shall be construed without regard to the rule providing that ambiguities in a document are to be construed against the drafter.

(d) **Notices.** All notices, demands and other communications required under this Lease shall be in writing and will only be deemed properly given and received (a) when actually given and received, if delivered in person to a party; or (b) the same day as deposited with an overnight delivery service or with the U.S. Mail Service, certified or registered mail with return receipt requested; or (c) the same day as sent via facsimile (transmission confirmed). All such notices shall be transmitted by one of the methods described above to the addresses set out below, or at such other addresses as specified by notice delivered in accordance herewith:

To Tenant at:           The Roadhouse Brewery, LLC  
                              c/o Colby Cox  
                              P.O. Box 1686  
                              Jackson, WY 83001

To Landlord at:         Hoke & Co., LLC  
                              P.O. Box 130  
                              Wilson, Wyoming 83014

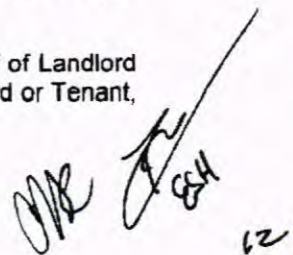
(e) **Survival Binding Effect.** All of Landlord's and Tenant's obligations established by and arising under this Lease shall survive the expiration or termination of this Lease. Each of the provisions of this Lease shall extend to, bind or inure to the benefit of, as the case may be, Landlord and Tenant, and their respective heirs, successors and assigns.

(f) **Modification.** No modification, waiver or amendment of this Lease or of any of its provisions shall be binding upon a party unless in writing signed by such party.

(g) **No Waiver.** No waiver of any provision of this Lease shall be implied by any failure of either party to enforce any remedy upon the violation of such provision, even if such violation is continued or repeated subsequently. No express waiver shall affect any provision other than the one specified in such waiver, and that only for the time and in the manner specifically stated.

(h) **Severability.** If any provision of this Lease is deemed or held to be illegal, invalid or unenforceable, this Lease shall be considered divisible and inoperative as to such provision to the extent it is deemed to be illegal, invalid or unenforceable, and in all other respects this Lease shall remain in full force and effect; provided, however, that if any provision of this Lease is deemed or held to be illegal, invalid or unenforceable there shall be added hereto automatically a provision as similar as possible to such illegal, invalid or unenforceable provision, which shall be legal, valid and enforceable.

(i) **Authority to Bind; Counterparts.** The individuals signing this Lease on behalf of Landlord and Tenant represent and warrant that they are empowered and duly authorized to bind Landlord or Tenant,

  
12



as the case may be, to this Lease according to its terms. This Lease may be executed in counterparts. Signatures may be exchanged by telecopy or scan.

(j) **Only Landlord/Tenant Relationship.** Landlord and Tenant agree that neither any provision of this Lease nor any act of the parties shall be deemed to create any relationship other than Landlord and Tenant.

(k) **Time of Essence.** Time is of the essence of each of the provisions of this Lease.

(l) **Costs.** If any party is required to take action to enforce the terms and conditions of this Agreement, the defaulting party agrees to pay all costs incurred by the non-defaulting party, including reasonable attorney's fees and collection agency fees, whether suit is brought or not.

(m) **Governing Law.** Landlord and Tenant expressly acknowledge that Tenant's obligation to pay rent hereunder arises and accrues in Teton County, Wyoming. This Lease shall be construed in accordance with the laws of the State of Wyoming. Venue is in Teton County, Wyoming.

(n) **Definition of Tenant.** The term "Tenant" shall include legal representatives, successors and permitted assigns. All covenants herein made binding upon Tenant shall be construed to be equally applicable to any binding upon its agents, employees and others claiming the right to be in the Premises through or under Tenant.

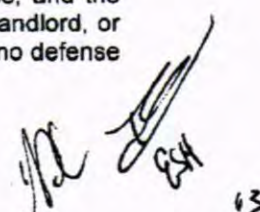
(o) **Limitation of Landlord's Liability.** Notwithstanding anything to the contrary contained in this Lease, Tenant shall look only to Landlord's ownership in the Premises for satisfaction of Tenant's remedies for collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of the partners or principals of Landlord, disclosed or undisclosed, shall be subject to levy, execution or the enforcement procedure for satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the Premises. No personal liability or personal responsibility is assured by, nor shall at any time be asserted or enforceable against Landlord, its members or its principals, or their respective heirs, legal representatives, successors and assigns on account of this Lease or any covenant, undertaking, or agreement to Landlord not to unreasonably withhold its consent or approval, an action for declaratory judgment or specific performance shall be Tenant's sole right and remedy in any dispute as to whether Landlord has breached such obligation.

(p) **Conditions that Prevent Performance.** Whenever a period of time is herein prescribed for action to be taken by either Landlord or Tenant, neither party shall be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of Landlord and/or Tenant.

(q) **Holdover.** Any holding over after the expiration of the Lease Agreement term without Landlord's written consent shall be construed as a tenancy-at-sufferance which may be terminated by Landlord on three (3) days written notice in accordance with this Lease or applicable law.

(r) **Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment with prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

(s) **Estoppel Certificate.** Tenant shall execute and return within seven (7) days any certificate that Landlord may request from time to time, stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modification. The certificate also shall state the amount of the Base Rent, the monthly Rent and the dates to which the Rent has been paid in advance, and the amount of any security deposit or prepaid Rent; that there is no present default on the part of Landlord, or attach a memorandum stating any such instance of default; that Tenant has no right to setoff and no defense

Handwritten signatures and initials, including "JL" and "GSH", and the number "63" in the bottom right corner.



or counterclaim against enforcement of its obligations under the Lease; and that Tenant has no other notice of any sale, transfer or assignment of this Lease or of the rentals. Failure to deliver the certificate within the seven (7) days shall be conclusive upon Tenant for the benefit of Landlord and any successor to Landlord that this Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If Tenant fails to deliver the certificate within the seven (7) days, Tenant by such failure irrevocably constitutes and appoints Landlord as its special attorney-in-fact to execute and deliver the certificate to any third party. Notwithstanding the foregoing, the party secured by any mortgage or deed of trust shall have the right to recognize this Lease and, in the event of any foreclosure sale under such mortgage or deed of trust, this Lease shall continue in full force and effect at the option of the party secured by such mortgage or deed of trust or the purchaser under any such foreclosure sale. Tenant covenants and agrees that it will, at the written request of the party secured by any such mortgage or deed of trust, execute, acknowledge and deliver any instrument that has for its purpose and effect the subordination of said mortgage or deed of trust to the lien of this Lease.

(t) **Rules and Regulations.** Landlord shall have the right from time to time to prescribe rules and regulations, which, in its judgment, may be reasonably required or desirable, for the use, entry, operation and management of the Leased Premises, each of which rules and regulations shall become a part of this Lease. Tenant agrees to comply with such rules and regulations, provided, however, that such rules and regulations shall not contradict or abrogate any right or privilege herein expressly granted to Tenant.

[Signatures on Following Page]

Handwritten signatures and initials in the bottom right corner of the page. There are two distinct signatures, one appearing to be 'MS' and the other 'ESM', both written in dark ink.



IN WITNESS WHEREOF, the parties have hereunto set their hands to be effective on the day and year first above written (the "Effective Date").

**LANDLORD:**

**Hoke & Co., LLC, a Wyoming limited liability company**

By: 

G. Bland Hoke, Jr., Trustee U/A dated 7/7/03 as  
Amended and Restated  
Manager

By: 

Elizabeth S. Hoke, Trustee U/A dated 7/7/03 as  
Amended and Restated  
Manager

**TENANT:**

**The Roadhouse Brewery, LLC, a Wyoming limited liability company**

By: 

Name: Corey D. Fox

Title: Authorized Representative, manager.

**EXHIBITS**

Exhibit A – Legal Description of Property where Leased Premises are located

Exhibit B – Description of Leased Premises

Exhibit C – Tenant specifications for infrastructure (to be provided)

Exhibit D – List of Removable Trade Fixtures and Equipment removable by Tenant (to be provided)





**THIRD AMENDMENT TO  
COMMERCIAL LEASE AGREEMENT  
(Hoke & Co., LLC/The Roadhouse Brewery, LLC)**

This THIRD AMENDMENT TO COMMERCIAL LEASE AGREEMENT (this "Amendment") is made and entered into effective the 12<sup>th</sup> day of February, 2017 (the "Effective Date"), by and between Hoke & Co., LLC, a Wyoming limited liability company ("Landlord"), and The Roadhouse Brewery, LLC, a Wyoming limited liability company ("Tenant").

**Recitals**

WHEREAS, Landlord and Tenant entered into that certain Commercial Lease Agreement, dated August 3, 2015 (the "Initial Lease"), for the lease of that certain property commonly known as 1225 Gregory Lane, Jackson, Wyoming, which leased property is defined as the "Leased Premises" or "Premises" in the Lease and is more particularly described therein;

WHEREAS, the Lease was amended by that First Amendment to Lease Agreement, dated May 19, 2016 (the "First Amendment");

WHEREAS, the Lease (including the First Amendment) was amended by a Second Amendment to Lease Agreement, dated effective as of January 19, 2017 (the "Second Amendment") (the Lease, First Amendment and Second Amendment are referred to collectively herein as the "Lease"); and

WHEREAS, in order to comply with certain governmental requirements, the Landlord and Tenant desire to again amend the Lease on the terms and conditions set forth herein.

**Agreement**

NOW, THEREFORE, in consideration of the aforementioned recitals, the terms, covenants and conditions provided herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree and the Lease is amended as follows:

1. **Amendment to Section 5.** The first sentence of Section 5 of the Lease is hereby deleted and replaced as follows:

"Tenant shall solely use the Premises for: (a) a wholesale brewing and distribution facility and activities related thereto (including without

\*  
USE

CSA  
/



limitation, brewery tours and special events); (b) a tasting room; and (c) the sale of retail products."

2. **Amendment to Section 15.** Section 15 of the Lease is hereby amended by adding a new subsection (d) as follows:

(d) **Liquor Liability Insurance.** Tenant shall provide and keep in force Liquor Liability Insurance with a limit of not less than \$1,000,000.00 per accident, and the Landlord shall be named as an additional insured on such insurance. Tenant shall deliver to Landlord a certificate of such insurance upon the issuance to the Tenant by the Town of Jackson a Certificate of Occupancy for the Premises.

3. **Counterparts.** This Amendment may be executed in one or more counterparts, all of which together shall be deemed one and the same original and facsimile/scanned and emailed signatures or electronic signatures shall be acceptable to bind the parties hereto.

4. **Ratification of Lease Agreement and Conflicting Terms.** Except as set forth herein, the Lease is hereby ratified and affirmed and remains in full force and effect, and the terms hereof shall be made a part thereof. Whenever the terms of this Amendment and the terms of the Lease conflict, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have hereunto set their hands to be effective on the Effective Date.

**LANDLORD:**

**Hoke & Co., LLC,**  
a Wyoming limited liability company

By: 

G. Bland Hoke, Jr., Trustee U/A 7/7/03 as  
Amended and Restated  
Manager

By: 

Elizabeth S. Hoke, Trustee U/A 7/7/03 as  
Amended and Restated  
Manager

**TENANT:**

**The Roadhouse Brewery, LLC,**



First Interstate Bank  
104 South Wolcott  
P.O. Box 40  
Casper, WY 82602-0040  
307-235-4201  
[www.firstinterstatebank.com](http://www.firstinterstatebank.com)

January 2, 2018

First Interstate Bank – Casper  
104 S Wolcott St.  
PO Box 40  
Casper, WY 82602-0040

Get Funky, LLC  
PO Box 6703  
Jackson, WY 83001

RE: Account Verification

To Whom It May Concern:

This letter is to verify that Get Funky, LLC has a Checking Account here at First Interstate Bank. The Checking account number is [REDACTED] and this account is in good standing with First Interstate Bank.

If you need further documentation please contact me at (307)235-4270

Sincerely,

A handwritten signature in cursive script that reads 'Berdeena Meeks'.

Berdeena Meeks  
Financial Services Representative II  
NMLS#707880  
Office: 307-235-4270  
[berdeena.meeks@fib.com](mailto:berdeena.meeks@fib.com)  
104 South Wolcott Street  
PO Box 40  
Casper, WY 82602

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

Transfer of Ownership -  
Roadhouse Brewing Group LLC  
to Get Funky LLC

### 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:

Gavin

First Name

DAVID

Full Middle Name

FINE -

Last Name

[Redacted]

Date of Birth

[Redacted]

Social Security Number

[Redacted]

Driver License: State / Number

Male or Female

Circle one

10-12-17

Date Signed

[Signature]

Applicant Signature

State of Wyoming )

County of Teton )ss

Subscribed and sworn to before me this 12 day of October, 2017.

(SEAL)



[Signature]  
Notary Public or officer authorized to administer oaths



**STATE OF WYOMING \* SECRETARY OF STATE**  
**ED MURRAY**  
**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](mailto:business@wyo.gov)

**Filing Information**



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

Name **Get Funky, LLC**

Filing ID **2017-000755914**

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

05/31/2017 2:51 PM

Sub Type

Formed in **Wyoming**

Term of Duration **Perpetual**

**Principal Address**

172 Center Street Suite 204  
Jackson, WY 83001

**Mailing Address**

PO Box 1686  
Jackson, WY 83001

**Registered Agent Address**

JH Corporate Services, Inc.  
172 Center St Ste 202  
PO Box 4574  
Jackson, WY 83001

**Parties**

Type                      Name / Organization / Address

Organizer Amberley Baker PO Box 4211, Jackson, Wyoming 83001

**Notes**

Date                      Recorded By                      Note                     

**Annual Report History**

Num            Status            Date            Year            Tax           

**Amendment History**

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

**Flat Creek Water Improvement District Emergency Runoff Action Plan.** This item was postponed to the April 3, 2017 meeting.

**Special Event: Ultimate Towner.** Scott Magee representing Grand Dynamics made comment on behalf of the applicant. A motion was made by Bob Lenz and seconded by Hailey Morton Levinson to approve the special event application made by Grand Dynamics International for the Ultimate Towner Special Event, subject to the conditions and restrictions listed in the staff report. Mayor Muldoon called for the vote. The vote showed all in favor. The motion carried.

**Special Event: JH Art Association's Art Fairs at Miller Park.** Molly Feters representing the Art Association made comment on behalf of the applicant. A motion was made by Bob Lenz and seconded by Hailey Morton Levinson to approve the special event application for the Jackson Hole Art Association Summer 2017 Art Fairs, subject to the conditions and restrictions listed in the staff report. Mayor Muldoon called for the vote. The vote showed all in favor. The motion carried.

**RFP 17-22: 2017 Parking Management Study Contract Award.** Tyler Sinclair made staff comment. Public comment was given by Jim Wallace. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve and authorize the Mayor to execute the Professional Services Contract between the Town and Kimley-Horn & Associates, Inc. with a fixed-fee, not-to-exceed amount of \$74,525.00 for the completion of the Phase One 2017 Parking Management Plan for Residential and Commercial Areas outside of the Downtown Core. Mayor Muldoon called for the vote. The vote showed all in favor. The motion carried.

**At this point in the meeting, the Council continued Planning item P16-116 to the next meeting.** A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to continue P16-116 Encroachment Agreement for 1040 Smith lane Clusters HOA to the next regularly scheduled council meeting on April 3, 2017. Mayor Muldoon called for the vote. The vote showed all in favor. The motion carried.

**Agreement regarding Walgreens Parcel.** Audrey Cohen-Davis made staff comment. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve of the attached agreement between the Town and Walgreen Corporation and authorize the Mayor to execute it once all Exhibits are finalized and executed. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Resort Liquor License Application: Jackson Hole Investors LLC d/b/a Springhill Suites Marriott.** Sandy Birdyshaw made staff comment. Mayor Muldoon opened a public hearing to hear protests against this license. None were presented. Mayor Muldoon closed the public hearing. A motion was made by Hailey Morton Levinson and seconded by Bob Lenz to approve the issuance of a resort liquor license to Jackson Hotel Investors, LLC d/b/a Springhill Suites Marriott for the license year 4/1/2017 to 3/31/2018, subject to the conditions and restrictions listed in the staff report, and 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).

- 1) Prior to operation, the applicant shall comply with all Town of Jackson Building Codes, Land Development Regulations, and will have obtained all required permits and approvals from all applicable Town/County departments.
- 2) Applicant must commit to providing TIPS training to all servers.
- 3) Prior to license issuance, the applicant shall pass a dispensing-room inspection conducted by the Town Clerk or Wyoming Liquor Division.
- 4) Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.

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

**Microbrewery Liquor License Application: Roadhouse Brewery Group LLC d/b/a Roadhouse Brewing Company.** Sandy Birdyshaw, Tyler Sinclair, and Audrey Cohen-Davis made staff comment. The application meets current liquor law, however, concerns with the Comprehensive Plan and Land Development Regulations (LDRs) were raised. The premises on Gregory Lane is located in the Business Park (BP) Zoning district which does not allow

restaurants or bars as a principal nor incidental use. Light industrial use in the BP zone are to be protected from competing non-light industrial uses, such as restaurants and bars. The proposed seating in the tasting room is clearly defined as a bar in the LDRs and the application presented potential parking conflicts if the brewery was to operate as a bar.

Gavin Fine, Colby Cox, and Stefan Fodor made comment on behalf of the applicant. Their plan is to only sell their brewed product, they have changed the layout of the tasting room, hours of operation would be nights and weekends starting at 4:00 p.m., the tasting room would be limited to 10% of the total space, and sales of on-site consumption would be limited to 10% of yearly production (which was estimated to be greater than 700 barrels, maybe 1,000 to 1,500 barrels).

Mayor Muldoon opened a public hearing to hear protests against this license. None were presented. Mayor Muldoon closed the public hearing.

Public comment was given by Chris Erickson on behalf of the Wyoming Craft Brewers Guild, Snake River Brewery employee, and as a Cottonwood citizen. Joe Rice made public comment.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve the issuance of a microbrewery liquor license to Roadhouse Brewery Group LLC d/b/a Roadhouse Brewing Company for the license year 4/1/2017 to 3/31/2018, subject to the conditions and restrictions detailed here tonight, and 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).

- 1) Prior to operation, the applicant shall comply with all Town of Jackson Building Codes, 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 have obtained the required Federal Basic Permit from the Department of Treasury - Alcohol and Tobacco Tax and the Trade Bureau.
- 3) Prior to license issuance, the applicant shall provide a local telephone number for the premises.
- 4) Prior to license issuance, the applicant shall pass a dispensing-room inspection conducted by the Town Clerk or Wyoming Liquor Division.
- 5) Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.
- 6) All sales of other malt beverages for on-premises consumption must be obtained through a licensed wholesale malt beverage distributor.
- 7) The applicant shall request, and obtain Town Council approve prior to any service or consumption of alcohol on any outdoor deck or patio.
- 8) The brewery operation shall be allowed to have a 'tasting room' that is incidental to the principal brewery use. A 'tasting room' is an incidental use to the brewery provided it complies with the following provisions:
  - a) The hours of operation for the tasting room shall be limited to, opening no earlier than 4:00 p.m. and closing no later than 10:00 p.m.
  - b) Only free samples of food shall be served to customers for on-site consumption;
  - c) A maximum of ten seats shall be provided and the 'tasting room' shall be limited to 10% of the total square footage.
  - d) On-premises consumption shall be limited to 10% of yearly production.
  - e) The 'tasting room' shall not generate any additional employees or car trips to the site than the principal brewery use.

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

**Item P16-131: LDR Text Amendment on Affordable Housing Standards to Exempt Apartments.**

Alex Norton made staff comment. Comment was given by Christine Walker on behalf of the applicant. Public comment was given by Jeff Daugherty, Tracy Jeralman, Gavin Fine, Matt Rodie, Jeff Tibbitts, James Howell, Joe Cole, Juanita Juisack, Ed Liebzeit, Mark Barron, Mike Jorgensen, Cory Field, Greg Prugh, John Shelton, and Joe Rice.



**From:** Brown Layne  
**To:** [Brown Layne: sbirdyshaw@jacksonwy.org](mailto:Brown Layne: sbirdyshaw@jacksonwy.org); Sandy Birdyshaw  
**Subject:** Re: Gregory Ln Brew Pub  
**Date:** Tuesday, October 10, 2017 2:01:26 PM

---

[Brown Layne <scpbrown03@yahoo.com>](mailto:Brown Layne <scpbrown03@yahoo.com>)

To

[Brown Layne sbirdyshaw@jacksonwy.org](mailto:Brown Layne sbirdyshaw@jacksonwy.org)

Oct 4 at 9:13 AM

As a property owner at 1200 Gregory Ln., we have concerns about the specific liquor license and conditions of the new Brew Pub being allowed to operate on Gregory lane. We are asking for the meeting minutes and specific conditions that go with their license, that was approved by the town council.

For the record, as an adjacent property owner, we were never notified of this change in use. We are already experiencing parking problems, both on our property and on the road way. They have been taking up parking spaces on our property which are interfering with our renters and businesses. They park along the road on Gregory Ln. which is not wide enough for this type of parking. It is barely wide enough now for bug trucks to get around without the added vehicles parked along the road way. This is an industrial area. There is a ramp that has been built in the easement of Gregory Ln. and drops right onto the road. The parking issue has hindered school kids walking down Gregory Ln. as well. If this Brew Pub is to be open for the public, it does not have enough onsite parking for this use to be allowed.

Thankyou,  
Norris and Layne Brown  
[scpbrown03@yahoo.com](mailto:scpbrown03@yahoo.com)  
307-733-5791

On Tuesday, October 10, 2017 1:25 PM, Brown Layne <scpbrown03@yahoo.com> wrote:

We had asked for a copy of the minutes and specific conditions regarding the Brew Pub on Gregory Ln. We have not yet received them, just checking on this! Thanks

On Wednesday, October 4, 2017 9:13 AM, Brown Layne <scpbrown03@yahoo.com> wrote:

As a property owner at 1200 Gregory Ln., we have concerns about the specific liquor license and conditions of the new Brew Pub being allowed to operate on Gregory lane. We are asking for the meeting minutes and specific conditions that go with their license, that was approved by the town council.

For the record, as an adjacent property owner, we were never notified of this change in use. We are already experiencing parking problems, both on our property and on the road way. They have been taking up parking spaces on our property which are interfering with our renters and businesses. They park along the road on Gregory Ln. which is not wide enough for this type of parking. It is barely wide enough now for bug trucks to get around without the added vehicles parked along the road way. This is an industrial area. There is a ramp that has been built in the easement of Gregory Ln. and drops right onto the road. The parking issue has hindered school kids walking down Gregory Ln. as well. If this Brew Pub is to be open for the public, it does not have enough onsite parking for this use to be allowed.

Thankyou,  
Norris and Layne Brown  
[scpbrown03@yahoo.com](mailto:scpbrown03@yahoo.com)  
307-733-5791

On Wednesday, October 4, 2017 8:56 AM, Brown Layne <scpbrown03@yahoo.com> wrote:

As a property owner at 1200 Gregory Ln., we have concerns about the specific liquor license and conditions of the new Brew Pub being allowed to operate on Gregory lane. We are asking for the meeting minutes and specific conditions that go with their license, that was approved by the town council.

For the record, as an adjacent property owner, we were never notified of this change in use. We are already experiencing parking problems with this use.

Thankyou,  
Norris and Layne Brown  
[scpbrown03@yahoo.com](mailto:scpbrown03@yahoo.com)  
307-733-5791

**From:** Brown Layne  
**To:** [Sandy Birdyshaw](#); [R. Layne](#)  
**Subject:** Re: Gregory Ln Brew Pub  
**Date:** Wednesday, October 18, 2017 1:29:58 PM

---

So, Yes we have big concerns. Our properties, 1200 Gregory Ln., 1210 Gregory Ln.

1st The upgrade use of the Brew Pub from a private tasting room to a public tasting room and Brew Pub, should have been addressed with the surrounding businesses and property owners, it was not.

2nd Yes, parking has been an issue since the Grand Opening of the Brew Pub., mostly when they have special events. They park all along Gregory Ln., on the corners and other properties. This should not be allowed, Gregory Ln., it is not wide enough to handle this type of parking. This will be an even bigger problem when winter comes and they cannot park along Gregory Ln. because of the snow. How did this get approved in an Industrial area, on a narrow road, with no side parking and not enough parking on the Brew Pub's property?

3rd Yes, the Town's compliance Officer needs to address this parking issue and also, the ramp that is built in the easement area right to the edge of Gregory Ln. Why is this allowed?

4th Yes, we have already has issues with people from the Brew Pub parking on our property and taking up spots for our businesses.

Thankyou for the information, Norris and Layne brown

On Tuesday, October 17, 2017 9:57 AM, Sandy Birdyshaw <[sbirdyshaw@jacksonwy.gov](mailto:sbirdyshaw@jacksonwy.gov)> wrote:

[Dear Mrs. Brown,](#)

Just a follow-up to our previous conversation about parking at the Roadhouse Brewery on Gregory Lane – I'm wondering if the information provided met your needs or if you would like to have parking looked at further by the Town's compliance officer.

I ask because it appears the brewery will be holding a 'Silicon Couloir' on November 6 from 5-10 p.m.

Is parking an issue daily or weekly, or was it only that one time?

Thanks for the information.

Best,

- Sandy Birdyshaw

---

**From:** Brown Layne [<mailto:scpbrown03@yahoo.com>]  
**Sent:** Tuesday, October 10, 2017 1:57 PM  
**To:** Brown Layne <[scpbrown03@yahoo.com](mailto:scpbrown03@yahoo.com)>; [sbirdyshaw@jacksonwy.org](mailto:sbirdyshaw@jacksonwy.org); Sandy Birdyshaw <[sbirdyshaw@jacksonwy.gov](mailto:sbirdyshaw@jacksonwy.gov)>  
**Subject:** Re: Gregory Ln Brew Pub

Brown Layne <[scpbrown03@yahoo.com](mailto:scpbrown03@yahoo.com)>

To

[Brown Layne sbirdyshaw@jacksonwy.org](mailto:Brown Layne sbirdyshaw@jacksonwy.org)

Oct 4 at 9:13 AM

As a property owner at 1200 Gregory Ln., we have concerns about the specific liquor license and conditions of the new Brew Pub being allowed to operate on Gregory lane. We are asking for the meeting minutes and specific conditions that go with their license, that was approved by the town council.

For the record, as an adjacent property owner, we were never notified of this change in use. We are already experiencing parking problems, both on our property and on the road way. They have been taking up parking spaces on our property which are interfering with our renters and businesses. They park along the road on Gregory Ln. which is not wide enough for this type of parking. It is barely wide enough now for bug trucks to get around without the added vehicles parked along the road way. This is an industrial area. There is a ramp that has been built in the easement of Gregory Ln. and drops right onto the road. The parking issue has hindered school kids walking down Gregory Ln. as well. If this Brew Pub is to be open for the public, it does not have enough onsite parking for this use to be allowed.

Thankyou,

Norris and Layne Brown

[scpbrown03@yahoo.com](mailto:scpbrown03@yahoo.com)

307-733-5791

On Tuesday, October 10, 2017 1:25 PM, Brown Layne <[scpbrown03@yahoo.com](mailto:scpbrown03@yahoo.com)> wrote:

We had asked for a copy of the minutes and specific conditions regarding the Brew Pub on Gregory Ln. We have not yet recieved them, just checking on this! Thanks

On Wednesday, October 4, 2017 9:13 AM, Brown Layne <[scpbrown03@yahoo.com](mailto:scpbrown03@yahoo.com)> wrote:

As a property owner at 1200 Gregory Ln., we have concerns about the specific liquor license and conditions of the new Brew Pub being allowed to operate on Gregory lane. We are asking for the meeting minutes and specific conditions that go with their license, that was approved by the town council.

For the record, as an adjacent property owner, we were never notified of this change in use. We are already experiencing parking problems, both on our property and on the road way. They have been taking up parking spaces on our property which are interfering with our renters and businesses. They park along the road on Gregory Ln. which is not wide enough for this type of parking. It is barely wide enough now for bug trucks to get around without the added vehicles parked along the road way. This is an industrial area. There is a ramp that has been built in the easement of Gregory Ln. and drops right onto the road. The parking issue has hindered school kids walking down Gregory Ln. as well. If this Brew Pub is to be open for the public, it does not have enough onsite parking for this use to be allowed.

Thankyou,

Norris and Layne Brown

[scpbrown03@yahoo.com](mailto:scpbrown03@yahoo.com)

307-733-5791

On Wednesday, October 4, 2017 8:56 AM, Brown Layne <[scpbrown03@yahoo.com](mailto:scpbrown03@yahoo.com)> wrote:



As a property owner at 1200 Gregory Ln., we have concerns about the specific liquor license and conditions of the new Brew Pub being allowed to operate on Gregory lane. We are asking for the meeting minutes and specific conditions that go with their license, that was approved by the town council.

For the record, as an adjacent property owner, we were never notified of this change in use. We are already experiencing parking problems with this use.

Thankyou,  
Norris and Layne Brown  
[scpbrown03@yahoo.com](mailto:scpbrown03@yahoo.com)  
307-733-5791

#### **Disclaimer**

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

**From:** Brown Layne  
**To:** [Sandy Birdyshaw; sbirdyshaw@jacksonwyo.org](mailto:sbirdyshaw@jacksonwyo.org)  
**Subject:** Fw: Roadhouse Brew Pub/ Gregory Ln.  
**Date:** Tuesday, November 7, 2017 1:14:28 PM

---

On Tuesday, November 7, 2017 1:10 PM, Brown Layne <scpbrown03@yahoo.com> wrote:

This is Norris and Layne Brown. We have commercial property at 1200 and 1210 Gregory Ln. across from the new Roadhouse Brew Pub. Again, last night we got calls from our renters, who had people from the Roadhouse Brew Pub parking in their business parking spots and needed them moved before his guys got back to the shop. Our renters pay for these spaces and run their businesses here. It is really incompetent of you to have allowed this use to go in, in this area, without addressing all of the issues that could arise. Why did you not seek neighbor input regarding this Roadhouse Brew Pub. We never got a letter in regards to this change of use. We have posted signs for people to not park on our property, but yet they continue to park directly under the "Do not park" signs. So we went to the property and called tow trucks to have the vehicles removed. This is a real problem. While we were there, other patrons from the Roadhouse Brew Pub, walked down our property to where they had parked their vehicles in the back part of the property. We need to know how we address this with the city council and why this was approved without contacting the neighbors. This use does not meet the parking requirements. We feel that our time that we are spending on this issue, is just plain unfair. We may seek counsel on sending you our bills for the No Parking signs and a bill for the time we and our renters are spending on trying to keep people from parking on our property. We had to take time out of our evening to go down and address, yet again, people parking on our property. It will be a REALLY big deal if we start losing our renters because the place they rent is not able to provide the parking that is a part of their lease agreement. We also would like the name and phone number of the Parking Compliance Officer, so that we can call him when there is an issue. Let us know what you are doing about this problem and what else we need to do.

Norris and Layne Brown

Please forward this to all Town Council Members and anyone else that needs to help address this issue.

**From:** Brown Layne  
**To:** [Sandy Birdyshaw](#); [Town Council](#); [R. Layne](#)  
**Subject:** Gregory Ln./Roadhouse Brew Pub  
**Date:** Thursday, November 9, 2017 8:23:31 PM

---

This is Norris and Layne Brown at 1200/1210 Gregory Ln. Again today our renters had to have vehicles towed from in front of their business that were patrons of Roadhouse Brew Pub. We need to know how this got approved and what is being done to investigate, what, why and how? This is an Industrial Use area. This use does not fit or comply. Not only are they parking on our property, but they are parking all along Gregory Ln. and at other businesses. They are also advertising for Christmas Parties!!!! We need this addressed and we need the Parking compliance officer to get a hold of us!! This is not fair that we are all having to deal with this because you allowed this!, Why!



From: R. Layne  
To: [scpbrown03@yahoo.com](mailto:scpbrown03@yahoo.com)  
Subject: Roadhouse Brewery  
Date: Friday, January 5, 2018 7:29:04 AM

Sent from my iPhone

Begin forwarded message:

**From:** "R. Layne" <[scpbrown03@yahoo.com](mailto:scpbrown03@yahoo.com)>

**Date:** January 4, 2018 at 7:12:47 PM MST

**To:** sandy birdy <[sbirdy@jacksonwy.gov](mailto:sbirdy@jacksonwy.gov)>, "council@jacksonwy.gov" <[council@jacksonwy.gov](mailto:council@jacksonwy.gov)>, Layne Williams Brown <[scpbrown03@yahoo.com](mailto:scpbrown03@yahoo.com)>, [scottunlimited2@aol.com](mailto:scottunlimited2@aol.com)

**Subject:** Roadhouse Brewery

This was advertised in this weeks paper, SCENE section. This special event we believe violates their permit for a tasting room? This needs to be looked into! They do not have the parking required to hold an event and operate this type of drinking? We will again have to monitor the parking so that our renters have a place to park. We have had calls that their delivery trucks park on our property to unload!!! Also, just wondering what the distance is to a school that a bar can be operating?

Please check into this and forward this to the people that need to get this figured out.

Entry will cost you \$10. See [JHCenter-ForTheArts.com](http://JHCenter-ForTheArts.com) for details.

### Sip and be artistic

Create a personal work of art while you sip a beer at 7 p.m. Jan. 10 at the Roadhouse Brewing Co. taproom on Gregory Lane.

Bring a friend or two, or come alone to the Roadhouse, where you will be given two beers as well as all of the materials you need to paint.

The cost is \$35. Space is limited. For tickets and information go to [HaleyBadenhop.com](http://HaleyBadenhop.com).

### Armchair Adventures, again

2018's Armchair Adventures series, hosted by Jackson Parks and Recreation



ASHLEY COOPER / NEWSGUIDE FILE

Paint and Brew is this week at Roadhouse Brewing Co. taproom on Gregory Lane.

**From:** jeff@videovisioninc.com  
**To:** [Sandy Birdyshaw](#)  
**Subject:** Roadhouse Brewing Issues  
**Date:** Tuesday, November 7, 2017 3:16:51 PM

---

Sandy,

I need to express my concerns and disdain with the allowance of a variance in zoning to allow a full fledged brew pub on Gregory Lane. It is an increasing nuisance.

First....why was no one notified of this zoning change and allowed to comment! This was completely against the zoning laws of this town and completely irresponsible.

I doubt anyone was apposed to the original business model of an industrial brewing and catering kitchen with adequate parking for its employees.

My business is directly across the street and I too have limited parking for my employees and business vehicles. We are now fighting constantly for our parking. We work late hours often and many of my people have to drive to Alpine or Victor after work. The last thing we need is to get back to our office and have our parking taken by an irresponsible business that has no regards for its neighbors.

This zoning is not what this area wants or needs. There are children everywhere and this valley must have reasonable and responsible landlords and businesses.....not BARS! Especially ones without any parking for their patrons. They barely have enough parking for their own employees and I have had to deal with them as well.

Not to mention coming in to work to find piles of vomit in front of my office entry from their clientele!

Who allowed this!!!! Clearly someone pushed this through without public comment or concern for anyone but the developer and Brew Pub owners.

I would appreciate some answers and solutions from those town officials who slipped this by everyone!

Jeff Hinman





# TOWN OF JACKSON

## TOWN COUNCIL

### AGENDA DOCUMENTATION

**PREPARATION DATE:** January 9, 2018  
**MEETING DATE:** January 16, 2018

**SUBMITTING DEPARTMENT:** Town Clerk  
**DEPARTMENT DIRECTOR:** Roxanne Devries Robinson  
**PRESENTER:** Carl Pelletier

**SUBJECT:** Jackson Hole Rendezvous Town Concert 2018

#### STATEMENT/PURPOSE

The Mayor and Council approve the use of town streets, temporary street closures, temporary signage, use of Town equipment, and services of Town personnel for special events.

#### BACKGROUND/ALTERNATIVES

The applicants, Highline Sports and Entertainment and the Jackson Hole Chamber of Commerce, request permission to host the Jackson Hole Rendezvous Town Concert on Friday, March 16, 2018 from 5:00 P.M. until 9:45 P.M. This will be a free concert for the public and up to 3,500 spectators are expected to attend this event.

There are no significant material changes to this request from past applications.

The applicant requests the following from the Town in association with the event:

1. Closure East Broadway from Cache to King Street and Center Street from Deloney to East Broadway from Friday, March 16, 2018 at 5:00 A.M. until Saturday, March 17, 2018 at 1:00 A.M. These streets would be closed to vehicle and pedestrian traffic during this time. Pedestrians would not be allowed access to these streets; however, the following walkways will remain open:
  - a. The boardwalk on the south side of E. Broadway
  - b. The sidewalk on the north side of E. Broadway (from King Street to Center Street)
  - c. The sidewalk on the east side of Center Street
2. Permission from Town Council for amplified sound associated with the Rendezvous Concert.
3. Permission to use Town barricades and road signs.
4. Access to electricity in Town Square if necessary.
5. Catering permit on Friday, March 16th from 5:00 P.M. to 9:30 P.M. for alcohol sales on Broadway Avenue and Center Street.
6. Relief from Town ordinances as follows: Applicant requests the issuance of a catering permit for Broadway Avenue (between Cache and Center) Center Street (between Deloney and Broadway) on Friday, March 16<sup>th</sup>. Beer, wine and spirits will be served in the roped off area of Center and Broadway as indicated in the site map. Municipal Code 6.40.050 prohibits open containers and the consumption of alcohol on any street, sidewalk or curb or any other public property. Alcohol will not be permitted in the George Washington Memorial Park.
7. An expo application (to be submitted).
8. Permission to display 8 temporary signs to aid in pedestrian flow around the Town Square per the Perimeter Signage Plan contained in this application.



This application has been submitted to all Town departments for review.

After review of the application and speaking with the event organizers the Parks and Recreation Department has concerns about potential damage to the turf on the Town Square due to pedestrian traffic associated with this event in combination with potential wet and muddy conditions of the grounds during this time of year. Parks and Recreation has indicated that they would be satisfied with a \$2,500 damage deposit collected from the organizer prior to the event.

#### ATTACHMENTS

Special Event Application

#### FISCAL IMPACT

Direct income includes income from the Exposition Business License (\$200) and catering permit (\$20). The Police Department incurs a fiscal impact of approximately \$1,360 associated with enforcing parking and patrolling the event. The event organizers have indicated that they would be willing to pay staffing expenses incurred by the Police Department.

#### STAFF IMPACT

The services of numerous police and community service officers for patrol and traffic control, and the services of Parks and Recreation personnel for access to electricity. The possibility of street plowing by Public Works.

#### LEGAL REVIEW

N/A

#### RECOMMENDATION

Staff recommends the approval of the special event application, subject to the following conditions and restrictions:

1. The applicant shall clean up immediately following each event and shall be responsible for the collection and removal of all refuse generated by each event. Additional trash receptacles are required at food vending booths. The applicant is required to provide recycling containers and provide for the removal of all recycled material.
2. Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.
3. Electrical power is available from Town Square. The applicant shall coordinate all power needs with the Parks & Recreation Department at least three (3) business days prior to the event.
4. All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.
5. No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits. No ropes, exhibits, signs, banners or booths may be secured to any live forestry.
6. All walkways and boardwalks must be kept unobstructed at all times.
7. Attaching signage of any kind to the antler arches or fences is prohibited.
8. The applicant shall post a \$2,500 damage/clean up deposit with the Parks and Recreation Department at least three (3) days prior to this event.
9. The applicant shall be responsible for the production, posting and removal of the no parking signage. The applicant will work with the Jackson Hole Police Department who will be responsible for removal or towing vehicles parked in designated no parking spaces.

10. The applicant shall coordinate all road closures with the Police Department and shall provide an adequate number of volunteers to assist with traffic control and barricade setup/removal during the event.
11. Barricades and Road Closed signs are available from the Public Works Department. The applicant shall coordinate all barricade and signage needs with the Public Works Department at least three (3) business days prior to the event.
12. The applicant must receive permission from the Town Council to display signs within the Town of Jackson before or during their event
13. The applicant shall obtain the necessary food service permits from Teton County Environmental Health.
14. The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. An ID bracelet system shall be utilized and all ID's checked.
15. Only 16oz or small plastic cups are used for beer sales.
16. The applicant shall apply and pay for all licenses and/or permits prior to the events.
17. The applicant shall notify, in advance, all business affected by the street closures and shall provide advance community radio and/or newspaper announcements regarding the event, the street closures, and the promotion of free parking in area public parking lots.
18. The applicant shall not block the store fronts of businesses with service vehicles or trailers for longer than one hour.
19. The applicant and all participating organizations are required to maintain liability insurance in the amount of \$1,000,000.00. Prior to the event, each organization shall provide a certificate of insurance naming the Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers and must also state that coverage is primary and non-contributory. The Town Attorney shall approve all certificates of insurance.
20. The applicant shall advise and instruct all participants on the conditions, restrictions, prohibitions and responsibilities imposed on these events and assist in their enforcement.
21. All town ordinances, including noise and animals (including the prohibition of dogs in any town park) shall apply to all events except where specifically granted relief by the Town Council.
22. The applicant and all participants shall conduct all activities in a responsible, professional and timely manner.
23. In addition to providing a list of all participating vendors, artists, and merchants, along with their social security numbers and addresses, to the Wyoming Department of Revenue, pursuant to Jackson Municipal Code Section 5.20.020 A.1.b., the applicant shall also provide that same list to the Town of Jackson Finance Department.
24. Per Section 5.20 of the Municipal Code: The applicant shall be responsible for ensuring that all sales tax receipts are remitted to the Wyoming Department of Revenue and in no event later than the thirtieth day of the month following the exposition. [and] e. Acquire and keep on file names, addresses and phone numbers of all participants.
25. All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).
26. Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).
27. Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2).
28. Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).
29. Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).

30. Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).
31. All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)
32. Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).
33. Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).
34. Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).
35. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).
36. Public Safety Plan: Where the fire code official determines that an indoor or outdoor gathering of persons has an adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus access roads or where such gatherings adversely affect public safety services of any kind, the fire code official shall have the authority to order the development of, or prescribe a plan for, the provision of an approved level of public safety (IFC403.2).
37. Review and follow all of the guidelines listed on the Jackson Hole Fire/EMS website regarding Special Event Rules, based on the 2012 International Fire Code. These rules can be obtained from the Town of Jackson website.

#### SUGGESTED MOTION

I move to approve the special event application made by the Highline Sports and Entertainment and the Jackson Hole Chamber of Commerce for the Rendezvous Town Concert, subject to the conditions and restrictions listed in the staff report.



# Special Event Application

## Submit Completed Document To:

Town Hall  
Town of Jackson - Special Events  
150 East Pearl Street  
P.O. Box 1687  
Jackson, Wyoming 83001

cpelletier@townofjackson.com  
(307) 733-3932 ext. 1112 (phone)  
(307) 739-0919 (fax)



**A completed application  
must be submitted at least  
21 days prior to your event.**

Non-Profit Fee: \$25  
For-Profit Fee: \$150

## APPLICANT INFORMATION

Name of Event: JACKSON HOLE RENDEZVOUS

Name of Organization: HIGHLINE SPORTS & ENTERTAINMENT/JACKSON HOLE CHAMBER OF COMMERCE

Type of Organization: ☒ Non-Profit ☐ Public Agency ☒ For-Profit Business

Mailing Address: 12 VAIL ROAD, SUITE 500 | PO BOX 550

City: VAIL | JACKSON State: CO | WY Zip Code: 81657 | 83001

Name of Person Completing Application: PEGGY WOLFE

Email Address: PEGGY@GOHIGHLINE.COM | MO@JACKSONHOLECHAMBER.COM

Work Phone: 970.476.6797 | 307.201.2302 Cell Phone: 970.390.4158 | 541.908.5314

## EVENT INFORMATION

Type of Event: ☐ Run / Walk ☒ Concert ☐ Filming ☐ Assembly  
☐ Parade ☐ Festival ☐ Biking ☐ Education  
☐ Other:

Description & Purpose of Event (Attach additional sheets if necessary):

FREE CONCERT DESIGNED TO ATTRACT VISITORS TO THE TOWN OF JACKSON TO CELEBRATE ITS UNIQUE CHARACTER AND ASSIST WITH ECONOMIC SUSTAINABILITY

Location of Event: E. DELONEY AVE. TO E. BROADWAY AVE. FROM KING ST. TO CACHE ST.-THIS DOES NOT INCLUDE THE TOWN SQUARE Alternative Location: NA

Date(s) of Event: FRIDAY, MARCH 16, 2018 Event Operating Hours: 5PM-9:45PM

Event Set Up Begins Date: 03/16/18 Time: 5AM

Event Clean Up Ends Date: 03/17/18 Time: 2AM

# Special Event Application

## EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 3,500 | 70 Total Event: 3,500 | 70

Special Considerations (check all that apply):

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Alcoholic Beverages | <input checked="" type="checkbox"/> Cooking/Grilling | <input type="checkbox"/> Electricity Requested      |
| <input checked="" type="checkbox"/> Food Sales          | <input type="checkbox"/> Merchandise Sales           | <input checked="" type="checkbox"/> Recurring Event |
| <input type="checkbox"/> Ticketed Admission             | <input type="checkbox"/> Sound Amplification         | <input type="checkbox"/> Pets or Animals            |
| <input checked="" type="checkbox"/> Tents               | <input checked="" type="checkbox"/> Street Closure   | <input type="checkbox"/> Sidewalk Closure           |
| <input type="checkbox"/> Overnight Parking              | <input type="checkbox"/> Overnight RV Camping        | <input type="checkbox"/> Use of Town Square         |

Event Co-Sponsor (s): JACKSON HOLE CHAMBER OF COMMERCE | TETON COUNTY SEARCH & RESCUE

**All for-profit organizations must submit a letter of event sponsorship from a non-profit organization if sales are requested on public property.** NA-JACKSON HOLE CHAMBER OF COMMERCE

Will you be charging admission or a fee for your event? ☐ Yes ☒ No

Alternative Contact Information During the Event (someone besides applicant who will be on site and available for Town personnel or Police to contact during the event):

Name: SCOTT BLUHM Cell Phone: 970.331.6018

## EVENT SITE PLAN

On a separate sheet of paper, provide a Site Plan sketch of the event. Include maps or a diagram of the entire event including the names of streets or areas that are part of the venue and the surrounding area. The plan should include the following (if applicable):

- |   |   |
|---|---|
| <input type="checkbox"/> Tents (X)                      | <input type="checkbox"/> Food Vendors (FV)                |
| <input type="checkbox"/> Beverage Vendors (BV)          | <input type="checkbox"/> Alcohol Vendors (A)              |
| <input type="checkbox"/> Portable Toilets (T)           | <input type="checkbox"/> Hand Washing Sink (HWS)          |
| <input type="checkbox"/> Stages or Amplified Sound (SO) | <input type="checkbox"/> Bleachers (BL)                   |
| <input type="checkbox"/> Garbage Receptacles (G)        | <input type="checkbox"/> Recycling Receptacles (RR)       |
| <input type="checkbox"/> Retail Merchants (RM)          | <input type="checkbox"/> Security (P)                     |
| <input type="checkbox"/> Fire Lane (FL)                 | <input type="checkbox"/> Fire Extinguishers (EX)          |
| <input type="checkbox"/> First Aid / EMS (FA)           | <input type="checkbox"/> Barricades (B)                   |
| <input type="checkbox"/> Electricity / Generator (EL)   | <input type="checkbox"/> Trailers, Vehicles, Storage (TR) |

**Fire hydrants or sidewalk curb breaks that are used for ADA accessibility may not be blocked at any time.**

# Special Event Application

## STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

Will the event close any street, sidewalk, alley or public parking lot? ☒ Yes ☐ No

Area of Closure Request	Date(s)	Start Time	End Time
	03/16/18	5AM	
E. DELONEY AVE. TO E. BROADWAY AVE. FROM KING ST. TO CACHE ST.	03/17/18		2AM

The applicant will be responsible for production, posting and removal of "No Parking" and "Handicap Parking" signs along Town streets where public parking spaces exist within the event site. If the event involves a closure this will be need to be coordinated with the Jackson Police Department at least 2 weeks prior to the requested closure date. Jackson Police Department: (307) 733-1430. All parking signs, road signs, cones and barricades must be taken down immediately following the event's ending time.

Will the event restrict / close access to any public parking spaces? ☒ Yes ☐ No

If "Yes", how many parking spaces will be unavailable due to the event: approx 60 parking spaces

Will the event closure requests impact any START Bus routes? ☐ Yes ☒ No

If "Yes", which routes will be impacted? Has START Bus been contacted about this impact?

Route Description: \_\_\_\_\_ START Bus contacted? ☐ Yes ☐ No

## RESIDENT AND/OR BUSINESS NOTIFICATION

Events that require road closures, parking space closures, or sidewalk closures or may cause disruption for the Town of Jackson residents, businesses, churches, etc. may be required to mail or hand deliver notification to the affected parties within a two block radius at least one week prior to the event's Town Council consideration meeting. Notices must reflect the date(s), day(s), time(s) and location(s) of the event, types of activities taking place at the event, the event coordinator's contact information and the date and time of the Town Council meeting.

Have you provided a sample of the notice and a proposed list of recipients? ☒ Yes ☐ No



# Special Event Application

## TOWN EQUIPMENT REQUESTS

Indicate the type and the quantity of items that you are requesting:

X-QTY TBD Large Street Barricades

X-QTY TBD "Road Closed" Street Signs

X-QTY TBD Small Sidewalk Barricades

X-QTY TBD "Local Traffic Only" Street Signs

           28 Inch Street Cones

           "Detour" Street Signs

           Candlestick Cones

           32-Gallon Recycling Bins

☼ The equipment above can be arranged through the Public Works Department (307) 733-3079. A \$500 deposit will be required at the time of pick-up for equipment. The applicant is responsible for arranging the pick up of equipment from the Public Works Department as well as returning equipment immediately following the event. The Town of Jackson will only deliver equipment to parades and Town sponsored events.

☼ The Town of Jackson has a very limited number of recycling bins that can be utilized as part of your event's recycle plan. The applicant will be responsible for emptying the recycle containers and cleaning the bins before they are returned to the Public Works Department.

☼ If you are uncertain of the exact number of equipment needed please feel free to contact either the special event coordinator or the Public Works Department for additional information.

☼ Additional equipment such as bleachers, electrical spiderboxes, etc., can be requested through the Parks and Recreation Department (307) 732-5753.

## TOWN SERVICES REQUESTS

Indicate the Town services that you are requesting. *Please note: you will need to coordinate services with individual departments and a fee may be associated with your request.*

### POLICE DEPARTMENT

**(307) 733-1430**

☒ Event Security

☐ Mounted Horse Patrol

☐ Traffic Control

☐ Race Lead Vehicle

☐ Parade Lead Vehicle

☐ General Presence

☐ Towing / Ticketing

☐ Assistance with  
Parking Closures

☐ Assistance with  
Street Closures

Please describe in detail your request: HIGHLINE REQUESTS FOUR [4] TOWN OF JACKSON POLICE BE ONSITE

DURING THE EVENT FROM 5PM-10PM TO SUPPORT & WORK WITH SECURITY DIRECTOR AND LOCAL SECURITY COMPANY

**The Chief of Police determines if police services will be needed at the special event for public safety concerns. The Chief of Police will also determine the number of police officers to staff the event. Fees may be associated with the need for additional police services at the event.**

# Special Event Application

## TOWN SERVICES REQUESTS (Continued)

### PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☒ Snow Removal

☐ Street Marking

Please describe in detail your request: HIGHLINE REQUESTS THAT PUBLIC WORKS ASSISTS WITH SNOW REMOVAL

AS NEEDED

### PARKS AND RECREATION DEPARTMENT (307) 732-5753

☐ Irrigation Locates - Any event placing stakes in turf must obtain irrigation locates.

☒ Electricity Access

☐ Turf / Tree Care - Any additional mowing, raking, trimming or spraying needs.

☐ Additional Public Restroom Cleaning

Please describe in detail your request: HIGHLINE REQUESTS THE USE OF PRE-EXISTING POWER WITHIN THE EVENT

FOOTPRINT

*\*Please note: if you are requesting the use of a public park or public ball field you must confirm and reserve your space through the Parks and Recreation Department. The only exception is George Washington Memorial Park (Town Square), which does not require a reservation form.*

Is the requested event site a public park or ball field? ☐ Yes ☒ No

If "Yes", has the site been reserved with Parks and Recreation? ☐ Yes ☐ No

### FIRE / EMS DEPARTMENT (307) 733-4732

☒ Foot Patrol

☒ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: HIGHLINE REQUESTS ON SITE EMS/AMBULANCE ASSISTANCE THROUGHOUT

THE EVENT: One [1] ambulance with staff: 5PM-10PM | Two [2] EMTs to be stationed in First Aid tent: 5PM-10PM

# Special Event Application

## TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: \_\_\_\_\_

## VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound? ☒ Yes ☐ No

If "Yes", please indicate times: Start Time: 5PM Finish Time: 9:45PM

Will your event feature any musical entertainment? ☒ Yes ☐ No

***If "Yes", please attach the schedule of any music or entertainment proposed to occur during event.***

BANDS FOR JACKSON HOLE RENDEZVOUS 2018 ARE TBA. MUSIC SCHEDULE ATTACHED INCLUDING APPROXIMATE TIMES FOR SOUND CHECKS.

## SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners? ☒ Yes ☐ No

If "Yes", have you completed a sign permit application? ☒ Yes ☐ No

***A Sign Permit Application will need to be submitted along with this application if signs are requested. This permit can be accessed on the Town of Jackson website or through the Planning Department.***

## INSURANCE REQUIREMENTS

An insurance certificate is required prior to the start of your event. This certificate must name the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory is required for every event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. **The additional insured language on the certificate may not include any limitations or exclusions.** Insurance certificates are subject to the review and approval of the Town Attorney. Please be sure to include alcohol liability if there will be alcohol at the event. You must supply insurance before your event.

A certificate of insurance is attached: ☒ Yes ☐ No



# Special Event Application

## PORTABLE RESTROOMS AND SINKS

**The Town of Jackson requires the applicant to provide additional chemical toilets or portable toilets for all events with an anticipated peak time attendance exceeding 75 people.**

You are required to provide portable restroom facilities at your event unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. The Town of Jackson may determine the total number of required restroom facilities required on a case-by-case basis based on the presence of food and drink at the event and the maximum number of attendees at your event during peak time. The Town of Jackson may determine that you need to coordinate with Parks and Recreation for additional public restroom cleanings if you intend on using a public restroom as part of your restroom facility plan.

Do you plan to provide portable restroom facilities? ☒ Yes ☐ No

If "Yes", please indicate the total number of portable toilets and number of ADA accessible toilets.

Total Number of Portable Toilets: 28 Number of ADA Accessible Portable Toilets: 3

If "No", please explain: \_\_\_\_\_

---

**Portable restrooms may not be located within 50 feet of any food vendor.**

Restroom Company: MACY'S SERVICES

Restroom Drop off / Pick Up Date for Drop Off: 03/16/18 Time for Drop Off: 12PM

Date for Pick Up: 03/17/18 Time for Pick Up: 7AM

## ALCOHOL

Will there be alcoholic beverages at the event? ☒ Yes ☐ No

Will you be offering any alcoholic beverages besides beer? ☒ Yes ☐ No

If "Yes", what will be offered in addition to beer? WINE AND SPIRITS

***If you are planning on serving alcoholic beverages at your event, then either a completed Malt Beverage Permit (beer only) or Catering Permit (beer, wine and/or spirits) must be submitted. You can access these applications on the Town of Jackson website.***

# Special Event Application

## VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☒ Yes

☐ No

***If you are planning on selling items at your event then you will need to complete either an Exposition Business License (for 2 or more vendors) or a Transient Merchant License (for 1 vendor). A complete list of vendors, including a vendor tax ID, must be submitted to the Town of Jackson and to the State of Wyoming's Department of Revenue prior to the event. Both the Exposition License and the Transient Merchant License are on the Town of Jackson's website.***

Please describe any sales activity at your event: LOCAL JACKSON /TETON COUNTY FOOD VENDORS WILL

BE SELLING FOOD ON SITE. IN ADDITION BAND MERCHANDISE MAY BE AVAILABLE FOR SALE.

Will any food or beverages be sold at your event?

☒ Yes

☐ No

***If "Yes", you will need to contact the Teton County's Department of Environmental Health prior to the event (307) 732-8490.***

## TRASH REMOVAL PLAN

All events are required to have a plan for the collection removal of trash during and after the event. The trash receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the waste removal plan. ***For assistance with formulating a Trash Removal Plan please contact Integrated Solid Waste and Recycling at (307) 732-5771.***

Will you be using a waste company for your waste removal plan?

☒ Yes

☐ No

If "Yes", which company will you be using? TETON COUNTY RECYCLING CENTER & WEST BANK SANITATION

How many trash receptacles will be supplied for your event? 40 TRASH | 40 RECYCLE

When will the trash receptacles be delivered? 03/16/18: 9AM

When will the trash receptacles be picked up and removed from site? 03/17/18: 7AM

Describe your plan for the collection and removal of trash during your special event: SEE ATTACHED

DOCUMENT FOR DETAILS

*Applicants are responsible for cleaning and restoring the site immediately following the event. Please pick up all trash associated with your event including, but not limited to paper, bottles, cans, signs, course markings, etc. The cost of any employee overtime incurred because of an applicant's failure to clean / restore the site following the event will be borne by the applicant and will be considered in future application requests. If you believe that no litter will be generated during your event please state this in your plan.*

# Special Event Application

## SUSTAINABLE EVENT PLANNING

The Town of Jackson encourages all special events to strive to be sustainable in our community and for our environment. We have partnered with the **Teton County Integrated Solid Waste and Recycling (ISWR)** to offer opportunities to help your special event to be as "green" as possible. Opportunities available:

- ☐ Rental / Use of Recycling Bins for Special Events
- ☐ Use of JH20 Water Bottle Refilling Station for Special Events
- ☐ Consultation on Conducting Green Special Events

Please contact the Waste Diversion and Outreach Coordinator at ISWR at 307-732-5771.

## RECYCLING PLAN

All events are required to have a plan for the collection and removal of recyclable materials during and after the event. The recycling receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the recycling collection and removal plan. **For assistance with formulating a Recycling Plan please contact Teton County Integrated Solid Waste and Recycling (ISWR) at (307) 732-5771.**

Will you be using a company for your recycling plan? ☒ Yes ☐ No

If "Yes" which company will you be using? TETON COUNTY RECYCLING CENTER & WEST BANK SANITATION

How many recycling receptacles will they (or you) supply for your event? 40 TRASH | 40 RECYCLE

When will these recycling receptacles be delivered? 03/16/18: 9AM

When will recycling receptacles be picked up and removed from site? 03/17/18: 7AM

Describe your plan for collection and removal of recyclable materials during your special event: \_\_\_\_\_

SEE ATTACHED DOCUMENT FOR DETAILS

*Applicants are responsible for cleaning and restoring the site immediately following the event. If you believe that no recyclable materials will be generated during your event please state this in your plan. For a list of recyclables and how they need to be sorted, or for information about where the recycling bins are located call ISWR (307) 732-5771.*



# Special Event Application

## SIGNIFICANT EVENT CHANGES

Has this event been approved in the Town of Jackson in previous years?

☒ Yes

☐ No

If "YES" please indicate any significant changes to the event request since its last approval:

THERE ARE NO CHANGES TO THE PROGRAM FROM YEAR'S PAST

---

---

---

---

---

---

---

---

---

---

## STANDARD CONDITIONS OF APPROVAL

*Please review the following standard list of conditions and restricts for events. Initial the bottom of each page indicating that you have read, understand and agree to these conditions and restrictions.*

### GENERAL

The event shall be conducted in a timely, safe and professional manner.

All town ordinances, including, but not limited to noise, possession and use of weapons, open fires and animals (including the prohibition of dogs in any town park) shall apply to all events except where specifically granted relief by the Town Council.

The applicant shall advise and instruct all participants, volunteers, vendors, merchants and spectators on event conditions, restrictions, prohibitions and responsibilities as indicated by the Town Council in the staff report.

Initials: PW

# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### TRASH / CLEAN UP

The applicant shall clean up immediately following each event and shall be responsible for the collection and removal of all refuse generated by the event.

If trash will be generated from the event, then the applicant must supply extra trash and containers and dispose of all trash generated by the event. Trash containers shall not be permitted to overflow.

If recyclable materials are generated from the event, then the applicant is required to provide recycling containers and provide for the removal of all recycled material. Recycling containers shall not be permitted to overflow.

### STREETS

Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.

### SIDEWALKS

The applicant shall not block walkways or otherwise obstruct pedestrian traffic.

All walkways, boardwalks, entrances and ADA ramps must be kept open and unobstructed at all times

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

### POWER / ELECTRICAL

Electrical power is available from Town Square. The applicant shall coordinate all power needs with the Parks & Recreation Department's Park Manager (307-733-5057) at least three (3) business days prior to the event.

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).

### ADDITIONAL PERMIT & LICENSE FEES

The applicant shall apply and pay for all licenses and/or permits prior to the events.

Initials: PW

# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### TOWN EQUIPMENT

The use of the Parks & Recreation Department bleachers shall be coordinated through that department (307) 732-5753.

Barricade, road sign, cone and recycle bin use shall be coordinated through the Public Works Department. The applicants shall be responsible for pick up, setup, placement and disassembly and return. All equipment use require a \$500 damage deposit that must be submitted at the time of pick up at the Public Works Department to protect against any loss or damage.

All barricades, cones, bins and road signs must be removed immediately following the event. These items must be returned the same location as they were picked up.

### PORTABLE RESTROOMS

If applicable, the applicant shall provide an adequate number of port-a-potties at the event site and shall arrange for their removal immediately at the conclusion of the event.

The applicant shall ensure all port-a-potties are placed on paved areas.

### INSURANCE

The applicant and all participating organizations are required to maintain liability insurance in the amount of \$1,000,000.00. Prior to the event, each organization shall provide a certificate of insurance naming the Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers and must also state that coverage is primary and non-contributory. The Town Attorney shall approve all certificates of insurance.

### FOOD / VENDING

The applicant shall obtain the necessary food service permits from Teton County Environmental Health.

The applicant shall provide additional trash receptacles in the food service areas.

Per Section 5.20 of the Municipal Code: The applicant shall be responsible for ensuring that all sales tax receipts are remitted to the Wyoming Department of Revenue and in no event later than the thirtieth day of the month following the exposition [and] acquire and keep on file names, addresses and phone numbers of all participants.

In addition to providing a list of all participating vendors, artists, and merchants, along with their social security numbers and addresses, to the Wyoming Department of Revenue, pursuant to Jackson Municipal Code Section 5.20.020 A.1.b., the applicant shall also provide that same list to the Town of Jackson Finance Department.

Vendors shall not dump hot water or other liquids on the turf.

Initials: PW



# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### ALCOHOL

The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. All ID's must be checked and ID bracelet system may be required.

Only 16oz or small plastic cups are used for beer and alcohol sales.

No alcohol shall be served in bottles or glass containers.

The applicant shall be responsible to be alert to and report any instances of underage drinking to the Jackson Police Department.

It is recommended that servers be TIPS trained prior to serving alcohol. No "over serving" shall be allowed to occur or serving to obviously intoxicated persons.

Participants shall not be permitted to leave the event with open containers.

No more than two beers shall be sold to any person at any one time.

### TOWN PARKS

The applicant shall coordinate the use of any public park (including the Town Square), including reservations, paperwork and applicable fees, with the Parks and Recreation Department.

The applicant shall coordinate park reservation and the payment of Parks & Recreation fees at least 30 days prior to the event.

The applicant is required to provide turf protection in front of and behind any table or other exhibit where crowds will stand. The applicant shall abide by all Parks & Recreation Department recommendations with regards to turf protection.

Vehicles are prohibited on all turf areas of any park or anywhere within the Town Square.

No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits. No ropes, exhibits, signs, banners or booths may be secured to any live forestry.

Use of Town Square shall be subject to the submission to and approval of staff of a detailed site plan, indicating set-up, safety procedures and turf protection, and the imposition of such other conditions or restrictions deemed necessary.

Irrigation locates are required if stakes are placed in the ground. Applicant may forfeit damage deposit if an irrigation locate is not conducted and irrigation equipment is damaged.

Per Municipal Code, dogs are not allowed in Town Parks.

Initials: PW

# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### TENTS

Irrigation locates are required before any tents may be erected or stakes or any other items are placed in any public park, including the Town Square. The applicant shall coordinate all water locates with the Parks & Recreation Department's Park Manager (307-732-5793) at least three (3) business days prior to the event.

All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).

Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).

Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2).

Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).

Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).

Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).

All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7).

Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).

Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).

Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).

### FAIR GROUNDS / RODEO GROUNDS

All use of the Rodeo Grounds shall be coordinated through and subject to the approval of the Fair Manager under the authority of the Parks and Recreation Department.

Anyone camping at the Rodeo Grounds shall indicate that they are affiliated with the group by placing a card in the windshield of their vehicle. Campers are reminded that fires are not permitted.

Initials: PW

# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### ROAD CLOSURES / PUBLIC PARKING CLOSURES

The applicant shall notify all business, residences, churches, etc. affected by the street closures and public parking closures prior to the public hearing.

The applicant shall notify, in advance, all business, residences, churches, etc. affected by the street closures and public parking closures and shall provide advance community radio and/or newspaper announcements regarding the event and the closures.

The applicant shall coordinate all road closures with the Police Department and shall provide an adequate number of volunteers to assist with traffic control and barricade setup/removal during each event.

The applicant shall coordinate all road closures with START, Fire/EMS, Public Works and the Police Department. Volunteer placement and assignments shall be reviewed and approved in advance with the Police Department.

The applicant shall be responsible for producing, posting and removing the temporary No Parking signs. No Parking signs must be posted two days prior to the parking closures. The applicant should meet with the Police Department two weeks prior to the event to discuss the procurement, posting and removal of the signs.

Emergency vehicle access lanes shall be maintained during the event.

### FIREWORKS

All fireworks displays must be approved by the Fire Chief prior to the event.

The Fire Department will monitor the firing area potential for wildfire. The Department will make recommendations directly to the applicant for mitigation and will give final approval the day of the event.

The application shall be subject to the review and approval of the Fire Department and any additional conditions or restrictions placed by such Department.

***Please note, that the conditions and restrictions listed above are standard for special events held in Town, additional conditions or restrictions may be required by the Town Council and/or staff upon further review of the application.***

I have read and understand the standard conditions for events. I have answered all of the questions in this application truthfully and to the best of my knowledge.

APPLICANT:   
Signature

APPLICANT: PEGGY WOLFE  
Printed Name

DATE: 12/17/17

TITLE: DIRECTOR OF EVENTS-HIGHLINE SPORTS & ENTERTAINMENT





**March 16, 2018 | Jackson Hole Rendezvous Town Concert**  
**Jackson, WY**  
**Amplified Music /Entertainment Plan**

**March 16, 2018\***

2PM	Headliner Band Sound Checks
4PM	Opener Band Sound Checks
5PM	Pre-recorded music and live announcements
5:45PM	Live announcements /Opener Set
7PM	Live announcements
7:30PM	Live Announcements/ Headliner Set
9:45PM	Live Announcements

\*subject to change



HIGHLINE | [WWW.GOHIGHLINE.COM](http://WWW.GOHIGHLINE.COM)  
VAIL OFFICE | 12 VAIL RD | VAIL | CO | 81657 | 970.476.6797  
DENVER OFFICE | 3001 BRIGHTON AVE | DENVER | CO | 80216 | 720.456.7338



**March 16, 2018 | Jackson Hole Rendezvous Town Concert**  
**Jackson, WY**  
**Special Event Notification**

---

Jackson Hole Rendezvous, a springtime, lifestyle and music festival presented by Jackson Hole Mountain Resort is coming back to the Town of Jackson on Friday, March 16, 2018. As the event production team and Jackson Hole Chamber of Commerce Member, Highline Sports & Entertainment, wants to ensure that local businesses and residents are aware of the schedule and activities taking place in the Town of Jackson.

**CONCERT INFORMATION**

Friday, March 16, 2018 | Free Concert at the Town Square Venue (intersection of E. Broadway & Center St.)

Talent: TBA  
Schedule: 5PM Venue opens  
5:15PM Music starts  
9:45PM Venue closes/music finishes

**VENUE INFORMATION:**

- **LOCATION:** The concert venue will be set up on the streets of E. Broadway from Cache to King St. and Center St. from Deloney to E. Broadway.  
  
These streets will be closed to vehicle and pedestrian traffic on Friday, March 16, 2018 from 5AM to 2AM on Saturday, March 17, 2018 with the following exceptions:
  - The boardwalk on the South side of E. Broadway will remain open to the public
  - The sidewalk on the North side of E. Broadway from King St. to Center St. will remain open to the public
  - The sidewalk on the East side of Center St. will remain open to the public
- **VENUE:** Set up/load in will start at 5AM on Friday, March 16, 2018  
Tear down/load out will end around 2AM on Saturday, March 17, 2018  
  
The venue will be defined by temporary perimeter barricades that will be placed during set up/load in and removed during the tear down/load out  
  
To ensure public safety, pedestrian and vehicle traffic will not be allowed to move through the venue during the set up and tear down timeframes  
  
Highline will place informational and directional signage around the perimeter to direct pedestrian traffic to merchants and businesses located along the perimeter of the venue  
  
Amplified sound will be played at the concert from 5PM – 9:45PM. Sound checks will occur periodically throughout the day at the venue.
- **FOOD & BEVERAGE:** Non-alcoholic and alcoholic beverages will be available for sale at the concert by Highline and food will be for sale by local vendors  
  
Alcohol consumption will only be allowed within the venue's liquor consumption boundaries  
  
Alcohol consumption will **not** be allowed in George Washington Memorial Park (Town Square Park)  
  
Highline's Security Director, a local Security Company, Town of Jackson Police Department and Highline personnel will monitor the sale and consumption of alcohol to ensure the safety of all those involved  
  
No outside alcohol, food or beverages will be allowed into the venue

Thank you for your time and assistance in making Jackson Hole Rendezvous a safe and enjoyable atmosphere for both locals and visitors alike. Check out [www.jacksonhole.com/rendezvous.html](http://www.jacksonhole.com/rendezvous.html) for more information.

You may also want to attend the **Town Council Meeting** on **Tuesday, January 16, 2018 at 6PM** at the Town Council Chambers to make public comments regarding the event.

If you have any questions or concerns, please don't hesitate to contact Highline at 970.476.6797



HIGHLINE | [WWW.GOHIGHLINE.COM](http://WWW.GOHIGHLINE.COM)  
VAIL OFFICE | 12 VAIL RD | VAIL | CO | 81657 | 970.476.6797  
DENVER OFFICE | 3001 BRIGHTON AVE | DENVER | CO | 80216 | 720.456.7338



**March 16, 2018 | Jackson Hole Rendezvous Town Concert**  
**Jackson, WY**  
**Waste Management Plan**

It is a specific duty of Highline Sports & Entertainment event staff and management to keep the event venue and surrounding areas as clean as possible during the events. Highline will dedicate staff to maintain trash and recycling containers to the best of their abilities while the event is ongoing. Following the event, a thorough and complete clean up will take place to insure a trash free venue including the George Washington Memorial Park at the Town Square.

An ample amount of trash boxes and recycling containers, provided by Highline and event partners, lined with heavy duty can liners will be placed in high volume areas throughout the event areas including the George Washington Memorial Park at the Town Square. One recycling container will be placed next to each trash box to encourage recycling

Dumpsters will be also onsite at the venue for recycling and trash. Each will be removed following the event.

Highline will work with Teton Recycling Center and West Bank Sanitation to ensure proper waste removal.

**SCHEDULE**

DELIVER	Friday, March 16, 20178	9:00AM
PICK UP	Saturday, March 17, 2018	7:00AM

**EQUIPMENT**

Trash Boxes	30-40
Recycle Bins	30-40
Dumpster x 2	





JACKSON HOLE  
**RENDEZVOUS**  
SPRING FESTIVAL



ASTORIA  
FINE ART

MOUNTAIN TRAILS  
GALLERY

EAST DELONEY AVENUE

NORTH  
GATE

BUFFALO  
TRAIL  
GALLERY

JHMR  
RETAIL

WYOMING  
OUTFITTERS

**LEGEND**

- EVENT PERIMETER
- BAR
- FOOD
- RESTROOMS
- ATM
- ID CHECK
- VIP CHECK IN (CREDENTIALS REQ'D)
- VIP
- MERCHANDISE

*\*\*LOCAL BUSINESSES OPEN  
DURING EVENT SEUP FRI.*

JACKSON  
TOWN SQUARE  
NO ALCOHOL PERMITTED

SKATE  
RENTAL



INFLATABLE

BAR 1

BAR 3

BAR 2

BAR 4

CENTER STREET

EAST BROADWAY

WEST  
GATE

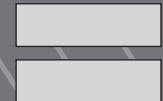
STAGE

GREEN  
ROOM

STARBUCKS



VIP



LOCAL  
RESTAURANT  
& BAR

MILLION  
DOLLAR  
COWBOY  
BAR

JACKSON  
TRADING



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Western Group Inc-Eagle 341 Broadway -Bldg. B, Suite 2 PO Box 2117 Eagle, CO 81631 Deb Gifford		<b>Phone: 970-328-2055</b> <b>Fax: 970-328-2059</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b> <b>HIGHL-3</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> <b>Highline Sports &amp; Entertainment Inc.</b> <b>12 Vail Rd. #500</b> <b>Vail, CO 81657</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A : Arch Insurance Company</b> <b>INSURER B : Pinnacol</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>		
		<b>NAIC #</b> <b>41190</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		SNCGL002771	01/21/2017	01/21/2019	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
A	AUTOMOBILE LIABILITY			SNAUT0019901	01/21/2017	01/21/2019	GENERAL AGGREGATE \$ 5,000,000
	<input type="checkbox"/> ANY AUTO						PRODUCTS - COMP/OP AGG \$ 5,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						
	<input type="checkbox"/> SCHEDULED AUTOS						
A	HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	NON-OWNED AUTOS						BODILY INJURY (Per person) \$ 1,000,000
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			SJFXS0000501	01/21/2018	01/21/2019	BODILY INJURY (Per accident) \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						PROPERTY DAMAGE (Per accident) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE						
	DEDUCTIBLE						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A		4015018	11/01/2017	11/01/2018	RETENTION \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below						
A	Liquor Liability			SNLIG0017901	01/21/2017	01/21/2019	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A		4015018	11/01/2017	11/01/2018	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below						
A	Liquor Liability			SNLIG0017901	01/21/2017	01/21/2019	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
A	Liquor Liability			SNLIG0017901	01/21/2017	01/21/2019	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liability			SNLIG0017901	01/21/2017	01/21/2019	Liquor \$ 1,000,000
							Equip ren 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Event Promoters

## CERTIFICATE HOLDER

## CANCELLATION

Town of Jackson  
Officers, Officials, Employees  
150 E. Pearl St.  
Jackson, WY 83001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Deb Gifford





# TOWN OF JACKSON CATERING PERMIT APPLICATION

Date Paid \_\_\_\_\_

Fee \$ \_\_\_\_\_

(Note: The fee is \$20 per day (for each 24 hour period). If alcohol service runs past 12:00 midnight, then it will be counted as two days, and the fee is \$40.)

**Wyoming State Statute 12-4-502(b):** A catering permit authorizing the sale of alcoholic and malt beverages may be issued by the appropriate licensing authority to any person holding a retail or resort retail liquor license authorizing the off-premises sale of both alcoholic and malt beverages, for sales at meetings, conventions, private parties and dinners or at other similar gatherings not capable of being held within the licensee's licensed premises. No licensee holding a catering permit shall sell or permit consumption of any alcoholic or malt beverage off the premises described in the permit. Notwithstanding this subsection, closed-container items sold at auction for the benefit of a nonprofit organization may be taken off-premises.

Catering Permits will be processed and issued upon payment to the Town of Jackson.

Submit applications **at least 72 business hours before the date of the event** to:

Jackson Town Hall, 150 East Pearl Avenue, PO Box 1687, Jackson, WY 83001.

For further information, please call (307) 733-3932 ext. 1113.

**NAME OF RETAIL/RESORT LIQUOR LICENSEE:** PINK GARTER, LLC. D/B/A THE ROSE

Name of Event Sponsor: TETON COUNTY SEARCH & RESCUE C/O HIGHLINE SPORTS & ENTERTAINMENT

Sponsor Contact Name and Phone Number: STEPHANIE THOMAS [TETON COUNTY SEARCH & RESCUE] 307.413.0604 | PEGGY WOLFE [HIGHLINE SPORTS & ENTERTAINMENT] 970.390.4158

Name/Purpose of Event: JACKSON HOLE RENDEZVOUS TOWN CONCERT

Date(s) of Event: 03/16/18

Hours of Alcohol Service and Consumption: 5PM-9:45PM

Event Premises (Business name **AND** physical address): E. DELONEY AVE. TO E. BROADWAY AVE FROM CACHE ST. TO KING ST.

Current Use of Event Premises: PUBLIC STREETS

Anticipated Number of Attendees at the Event at One Time: 3,500 PEOPLE

Event Sponsor represents that this event is an authorized use of the Event Premises:

(signature) PEGGY WOLFE [HIGHLINE]

(printed name)

**AUTHORIZED SIGNATURE OF RETAIL OR RESORT LIQUOR LICENSEE:**

As the holder of the retail or resort liquor license, I understand that 1) my business is responsible for compliance with all applicable state and local liquor laws/ordinances at this event, including, for example, no service to any person under 21 years of age or who is obviously intoxicated, not selling or permitting consumption off of the described event premises, and all sales and consumption shall occur within the permitted hours, and 2) MY RETAIL/RESORT LICENSE COULD BE SUSPENDED, REVOKED OR DENIED RENEWAL FOR ANY SUCH VIOLATIONS AT THIS EVENT.

Signature: Dom Gagliardi

Printed Name of Individual Signing: DOM GAGLIARDI



Date: 12/14/17

## EXPOSITION LICENSE APPLICATION



Town of Jackson  
PO Box 1687, Jackson, Wyoming 83001  
Phone: (307)733-3932  
Fax: (307)739-0919  
[www.townofjackson.com](http://www.townofjackson.com)

Instructions: All information on both sides of this form must be fully completed. Failure to complete any item will delay the processing of your application. All payments shall be made at the time of application and shall be non-refundable, unless an application is denied. If the Town denies a business license application, the entire fee, less a \$37.00 application fee will be refunded. An application for a business license must be submitted and approved by the Town before the business can begin operations.

Business/Organization Name: HIGHLINE SPORTS &amp; ENTERTAINMENT

D/b/a:

Nature of Exposition: JACKSON HOLE RENDEZVOUS-TOWN CONCERT

Is the Business/Organization a:

- ☒ Corporation ☐ Partnership ☐ Sole Proprietorship  
☐ Non-Profit Organization (If non-profit, please attach copy of 501(C) (3))  
☐ Other Please explain: \_\_\_\_\_

Physical Address of Expo:

Street: ON E. DELONEY AVE. TO E. BROADWAY AVE FROM  
CACHE ST. TO KING ST.

No: \_\_\_\_\_

Building: \_\_\_\_\_ City: JACKSON State: WY Zip Code: 83001

Date of Expo: 03/16/18

Time of Expo: 5PM-9:45PM

Business/Organization Physical Address: 12 VAIL ROAD, SUITE 500

Post Office Box:

City: VAIL State: CO Zip Code: 81657

Business Phone Number: ( 970 ) 476.6797

Fax/email address:

WY Sales Tax Number: NA

Federal Employers ID Number: 84-13311831

\*\* List Information for all Owners/Officers/Partners **REQUIRED** \*(license will be **DENIED** if information incomplete)

NAME AS IT APPEARS ON DRIVER'S LICENCE	Driver License #	State	Date of Birth	Phone
JAMES JOSEPH DEIGHAN	92-055-1015	CO	05/06/69	970.331.5312

If property is rented/leased:

Owner's Name: \_\_\_\_\_

Owner's Mailing Address: \_\_\_\_\_

Owner's Phone Number: \_\_\_\_\_

Have you ever been convicted of a felony? ☐ Yes ☐ No

The undersigned hereby certifies that the foregoing information is accurate and agrees to comply with all laws and ordinances of the Town of Jackson applicable to the subject matter thereof.

Signed: \_\_\_\_\_

Date: 12/14/17

Additional Information: FREE CONCERT WITH BEER, WINE, SPIRIT SALES

Exposition license will:

☒ be for my business/organization ONLY.

☐ include \_\_\_\_\_ number of businesses or organizations. Attach list of ALL vendors

Business is:

☒ a Sales Tax Collecting Business.

☐ a Non-Sales Tax Collecting Business.

Have you obtained all necessary permits/inspections/fees, as required by the Town of Jackson?

☒ Yes ☐ No If not, please explain: HIGHLINE SPORTS & ENTERTAINMENT HAS SUBMITTED EVENT PERMITS TO JACKSON TOWN COUNCIL AND IS FINALIZING ALL PERMITS, SUPPORTING DOCUMENTS AND FEES

Will a sign or banner be posted? ☒ Yes ☐ No

\*\*\* The above questions **MUST** be completed in order for you application to be processed.

I, JAMES DEIGHAN, do hereby swear and affirm the information I have supplied in this application is true and correct to the best of my knowledge. Further, I do hereby consent to the release of all medical, physical, criminal and any other information, including information of a confidential or privileged nature by any person(s) having such records for the purpose of checking my suitability to obtain the permit requested herein. I hereby release said persons, their organizations, and others from any liabilities or damage which may result from furnishing the requested information. A photocopy of this release is considered as valid as an original.

STATE OF WYOMING CO )  
COUNTY OF TEKON EAGLE ) \$  
SUSCRIBED AND SWORN TO BEFORE ME BY  
this 14 day of DEC 2017

**NATALIE B BIEDERMANN**  
Notary Public  
State of Colorado  
Notary ID # 20134027713  
My Commission Expires 05-02-2021

[Signature]  
signature of applicant  
JAMES DEIGHAN  
Printed name of applicant  
WITNESS my hand and official seal  
[Signature]  
Notary Public

Exposition License Fees

For Profit Businesses

**\$100.00** per day for any event with 5 or fewer vendors

**\$200.00** per day for any event with more than 5 vendors

Not For Profit Businesses

**\$50.00** per day for any event with 5 or fewer vendors

**\$100.00** per day for any event with more than 5 vendors

For Official Use Only – Please Do Not Write Below This Line

Zoning: ☐ UC ☐ UC2 ☐ UR ☐ AR ☐ AC ☐ SR ☐ R  
☐ BC ☐ NC ☐ NC2 ☐ OP ☐ RB ☐ BP ☐ MHP

Approving Department	Initials	Date Approved	Comments
Building Department			
Fire Department			
Planning Department			
Police Department			
Administration Department			

☐ Application Approved

☐ Application Denied;

Reason: \_\_\_\_\_

License Fee	\$
Date Paid	
Receipt Number	
Employee initials	



## 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](http://www.townofjackson.com)

#### EVENT NAME:

Event Name: JACKSON HOLE RENDEZVOUS Physical Address of Event: E. DELONEY AVE TO E. BROADWAY AVE.  
FROM CACHE ST. TO KING ST.  
Description of Event: FREE CONCERT WITH BEER, WINE, SPIRIT AND FOOD SALES

#### EVENT SPONSOR/APPLICANT:

Name: HIGHLINE SPORTS & ENTERTAINMENT Phone: 970.390.4158  
Mailing Address: 12 VAIL ROAD, SUITE 500, VAIL, CO ZIP: 81657  
E-mail: PEGGY@GOHIGHLINE.COM Non-Profit: For Profit: X\*  
PARTNERING WITH TETON CO SEARCH & RESCUE

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

Business/Description: SEE ATTACHED DOCUMENT	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes____ No____	Consent from Owner Obtained? Yes____ No____
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes____ No____	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.*

Signature of Authorized Event Applicant

PEGGY WOLFE

Applicant Name Printed

12/14/17

Date

DIRECTOR OF EVENTS

Title





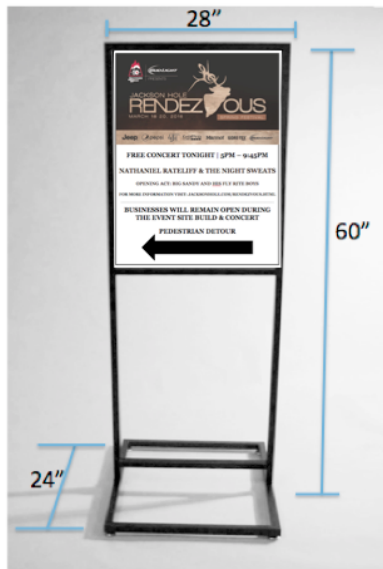
**March 16, 2018 | Jackson Hole Rendezvous Town Concert**  
**Jackson, WY**  
**Perimeter Signage Plan**

To aid in pedestrian flow around the venue space, Highline Sports & Entertainment will utilize temporary informational and directional signage on sidewalks, intersections and areas around the perimeter to direct pedestrians, merchants and businesses located within the venue.

**Sign Locations**

- 1) Southeast Corner of Cache St. & E. Broadway  
2 way arrows place on barricade face West
- 2) Northeast Corner of Cache St. & E. Broadway  
2 way arrow, place on barricade that ends at Antler Arch face Northwest
- 3) Southwest corner of E. Deloney St. & Center St.  
2 Way arrow, place on barricade that ends at Antler Arch, face Northwest
- 4) Southeast corner of Deloney & Center St.  
2 way arrow place on barricade face North
- 5) Southwest corner of Deloney & Center St  
1 way arrow on Stacker frame facing East and West (double sided) and directing to South
- 6) Northwest corner of King St. & E. Broadway (adjacent to alley)  
1 way arrow on Stacker frame facing South direct to west
- 7) Southwest corner of King St. & E. Broadway  
2 way arrow on panel fence facing East
- 8) South sidewalk of Center St. & E. Broadway intersection (at crosswalk, next to venue stage)  
2 Arrow on stacker frame facing South

**Sign Rendering**

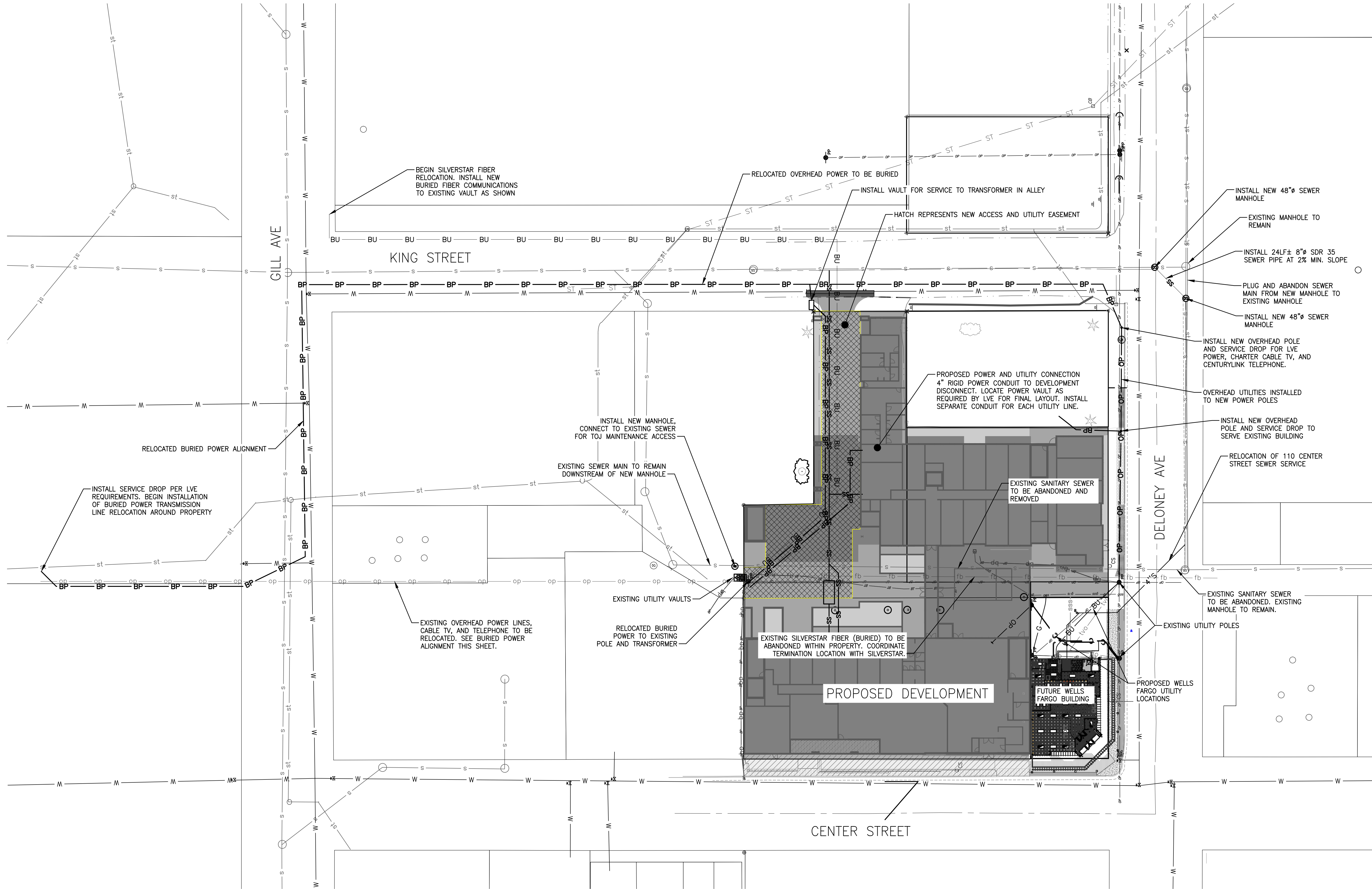


**Sign Info**

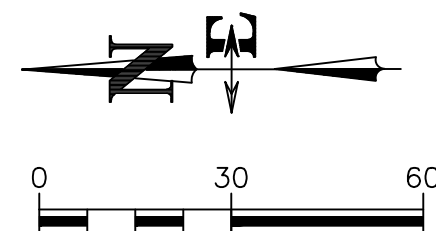
Type:	Informational / Directional
Dimensions:	22" x 28" placed in a 60" x 28" aluminum sign frame with 24" x 28" base
Area:	4.2 sq ft
Height:	60"
Clearance:	N/A
Setback property line:	N/A



S:\Proj\2016\306-04\_Center Street Project - FGP Silverstar\Drawings\UTILITY.dwg C2.0 VUE UTILITY PLAN - Jun 15 2016 09:54:47 pm PLOTTED BY: bawers PAGE 12/24/2017



- NOTES:
1. THE PROPOSED DEVELOPMENT WILL REQUIRE RELOCATION OF EXISTING OVERHEAD POWER AS INDICATED. LVE HAS PROVIDED PRELIMINARY DESIGN RELOCATION AS REFLECTED IN PLAN
  2. THE EXISTING SEWER MAIN TO BE ABANDONED IN THE ALLEY SERVES 110 CENTER STREET AND THE EXISTING WELLS FARGO COMPLEX ONLY. THE SERVICE TO 110 CENTER STREET WILL BE RELOCATED TO DELONEY AND THE DEVELOPMENT WILL HAVE A NEW PRIVATE COLLECTION SYSTEM INSTALLED TO CONVEY WASTEWATER TO THE TOJ SYSTEM.

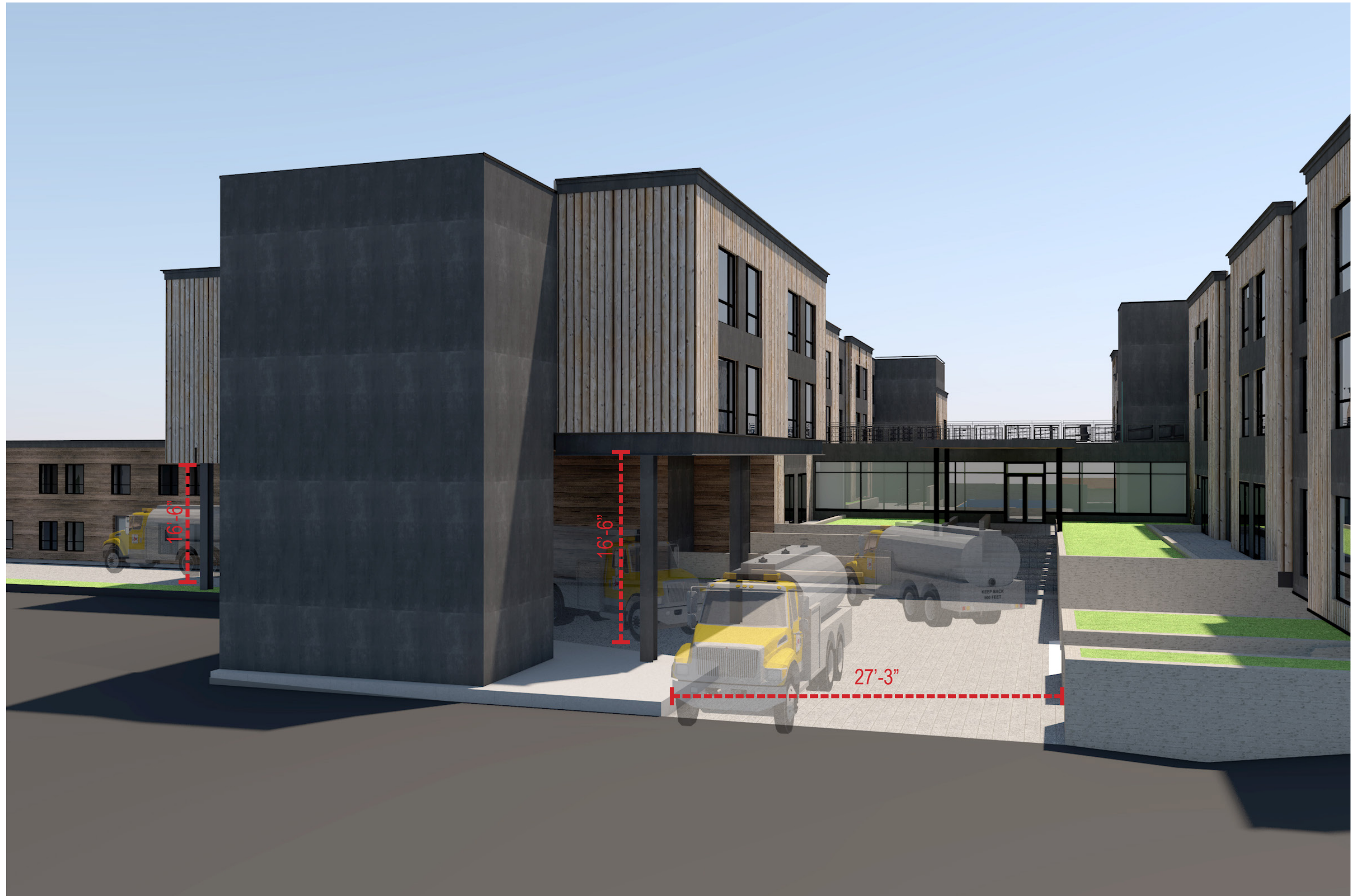


DRAWING NO <b>C2.0</b>	JOB TITLE CENTER STREET PROJECT DEVELOPMENT SUBMITTAL JACKSON, WYOMING	DRAWING TITLE <b>EXISTING UTILITY RELOCATION PLAN</b>	<b>NELSON ENGINEERING</b>  P.O. BOX 1599, JACKSON WYOMING (307) 793-2087	DATE	10/24/2017	REV.																
	JOB NO <b>16-306-04</b>			SURVEYED			ENGINEERED			MB			DRAWN			AL			CHECKED			













**From:** Matt Bowers <mbowers@nelsonengineering.net>  
**Sent:** Monday, January 15, 2018 3:30 PM  
**To:** Brian Lenz  
**Cc:** Paul Anthony; 'Jeanne Carruth'; 'Jason Berning'; 'Jim Walter'  
**Subject:** Alley Vacation Response  
**Attachments:** TRUCK TURN EXHIBIT - ON PROPERTY.pdf; Truck Exhibit.pdf; Easement Exhibit.pdf; C2.0 EXISTING UTILITY RELOCATION PLAN.pdf

Brian,

Per our meeting last week concerning your comments to Crystal Creek's Alley Vacation request, I am submitting the additional information requested. Your review comments per the letter dated December 21, 2017 are addressed below:

1. Crystal Creek is aware that the TOJ has a commitment and agreement with Pebble LLC to remove snow from the Town parcel to allow access for Pebble LLC. Crystal Creek is also aware that they will be responsible for removing snow on Crystal Creek's property to allow for access to the Pebble LLC and TOJ parcels and that the TOJ will need to honor the commitment to Pebble LLC as required.
2. Attached are 2 separate exhibits showing access into and through the parcel. The first .pdf named Truck Turn Exhibit indicates a 35' long rear loading garbage truck making a full complete turn within the property. The design dimensions of the truck are indicated on the drawings. In addition some isometric views have been included showing the dimensions of the access with a truck shown for scale, under and through the proposed structure. This exhibit is labeled as Truck Exhibit.pdf. These exhibits demonstrate that the proposed public access easement shall provide more than enough room and clearance to the neighboring parcels along with the ability of delivery trucks to turn around on the subject property without accessing property to the north.
3. The applicant has stated in the application that the access easement will be for the public, both vehicular and pedestrian. The proposed easement has been modified to include not only the 20' wide driveway but also the 5' sidewalk along the south side of the access. The exhibit labeled Easement Exhibit.pdf shows the modified proposed easement to include this walkway and the increase in the easement area.
4. Lastly, noting Public Works concern about sewer backing up from the manhole at Deloney and King. The applicant is proposing to realign a portion of the sewer at the manhole entering from the west as indicated on the attached exhibit C2.0 Existing Utility Relocation Plan.pdf. The plan includes the addition of two manholes as we discussed in our meeting.

The information provided here addresses your comments and those from our discussion. Please review and let me know if you have any additional questions.

Thanks,

**Matt Bowers**  
Project Manager

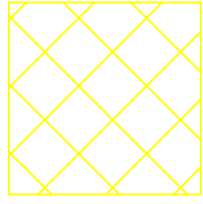
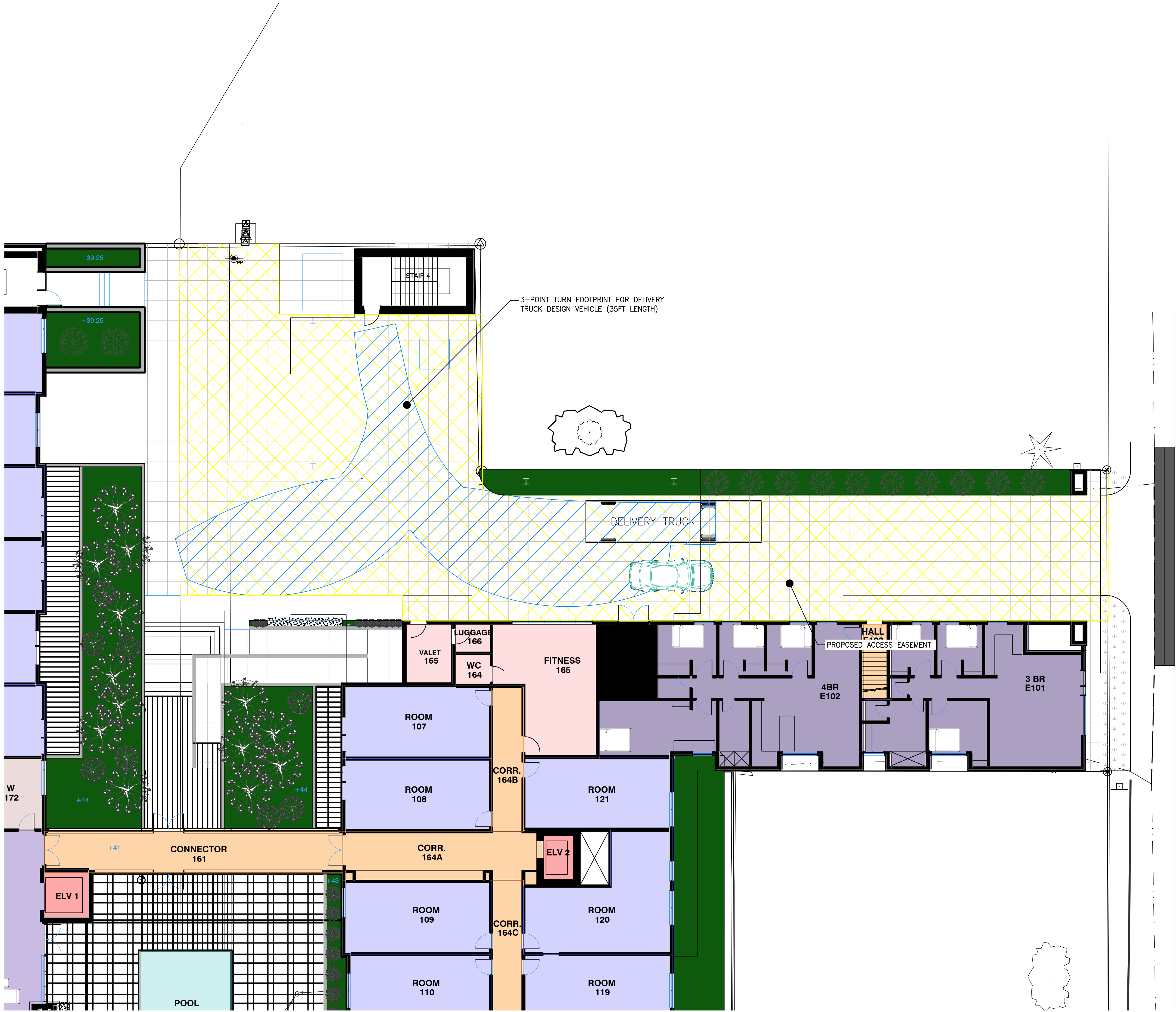
**NELSON**  
**ENGINEERING** since 1964  
Professional Engineers & Land Surveyors



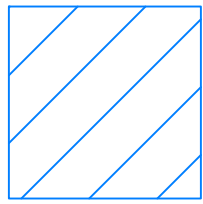




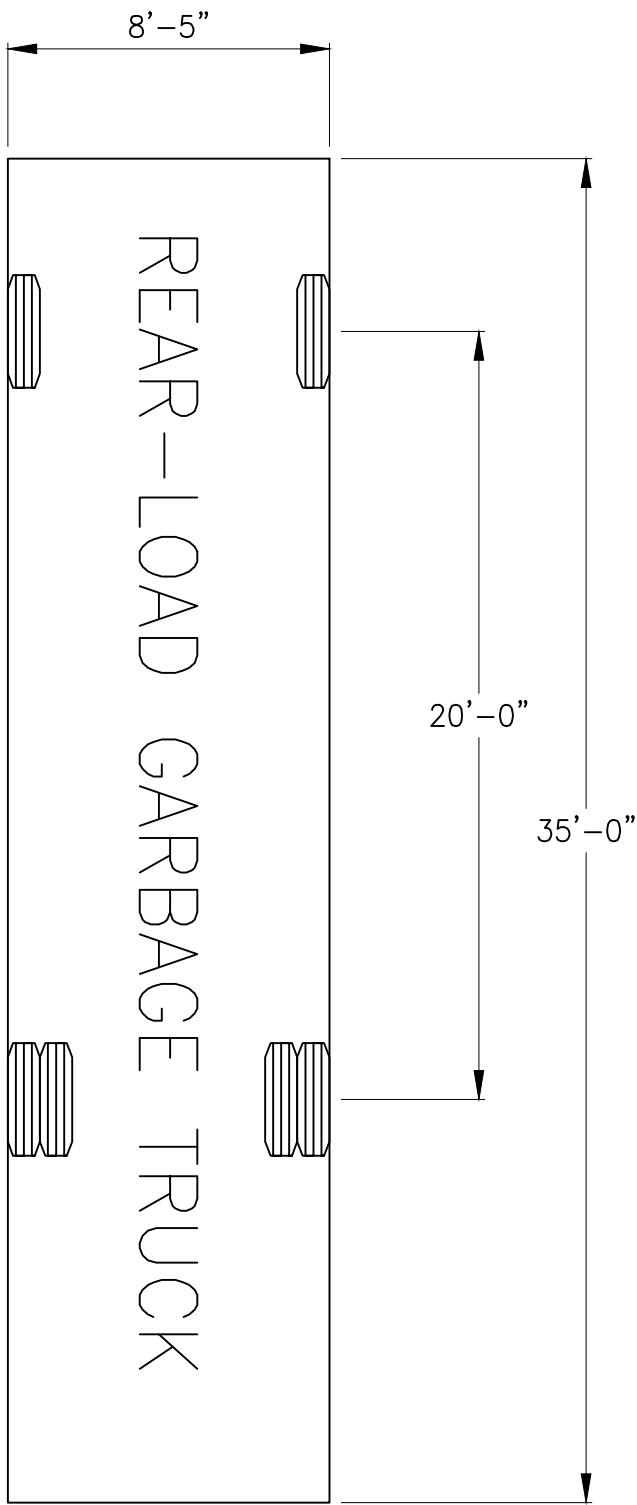
S:\Proj\2016\206-04\_Center Street Project - TPO Submittal\Drawings\GARAGE\TRUCK TURN EXHIBIT - NEIGHBORS - Jan 15 2016 01:26:36 pm PLOTTED BY: hewers DWG: EXHIBIT-210



PROPOSED EASEMENT  
FOOTPRINT



SWEPT PATH ANALYSIS  
3-POINT TURN ON SITE



KING STREET

DRAWING NO <b>C2.0</b>		JOB TITLE CENTER STREET PROJECT DEVELOPMENT SUBMITTAL JACKSON, WYOMING	DRAWING TITLE  <b>PROPOSED ACCESS TURNAROUND EXHIBIT</b>	<b>NELSON ENGINEERING</b>					P.O. BOX 1599, JACKSON WYOMING (307) 793-2087	
JOB NO <b>16-306-04</b>				DATE 10/24/2017	SURVEYED	ENGINEERED	MB	AL		
				DRAWN	CHECKED					
				APPROVED						

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



# TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

**PREPARATION DATE:** JANUARY 11, 2017  
**MEETING DATE:** JANUARY 16, 2018

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

**SUBJECT:** **ITEM P17-187:** REQUEST FOR APPROVAL OF A DEVELOPMENT PLAN FOR A 7,318 SQ. FT. ADDITION TO AN EXISTING BANK AND TWO ACCESSORY RESIDENTIAL UNITS (ARUS).

**APPLICANT/OWNER:** BANK OF JACKSON HOLE

**REPRESENTATIVE:** SCOTT ZABRISKIE, BERLIN ARCHITECTS

---

## REQUESTED ACTION

The applicant is requesting approval of a Development Plan for a 7,318 sq. ft. addition to an existing 8,204 sq. ft. bank and two 636 sq. ft. Accessory Residential Units (ARUs), located at 986, 988, and 990 West Broadway Avenue (Powderhorn Plaza).

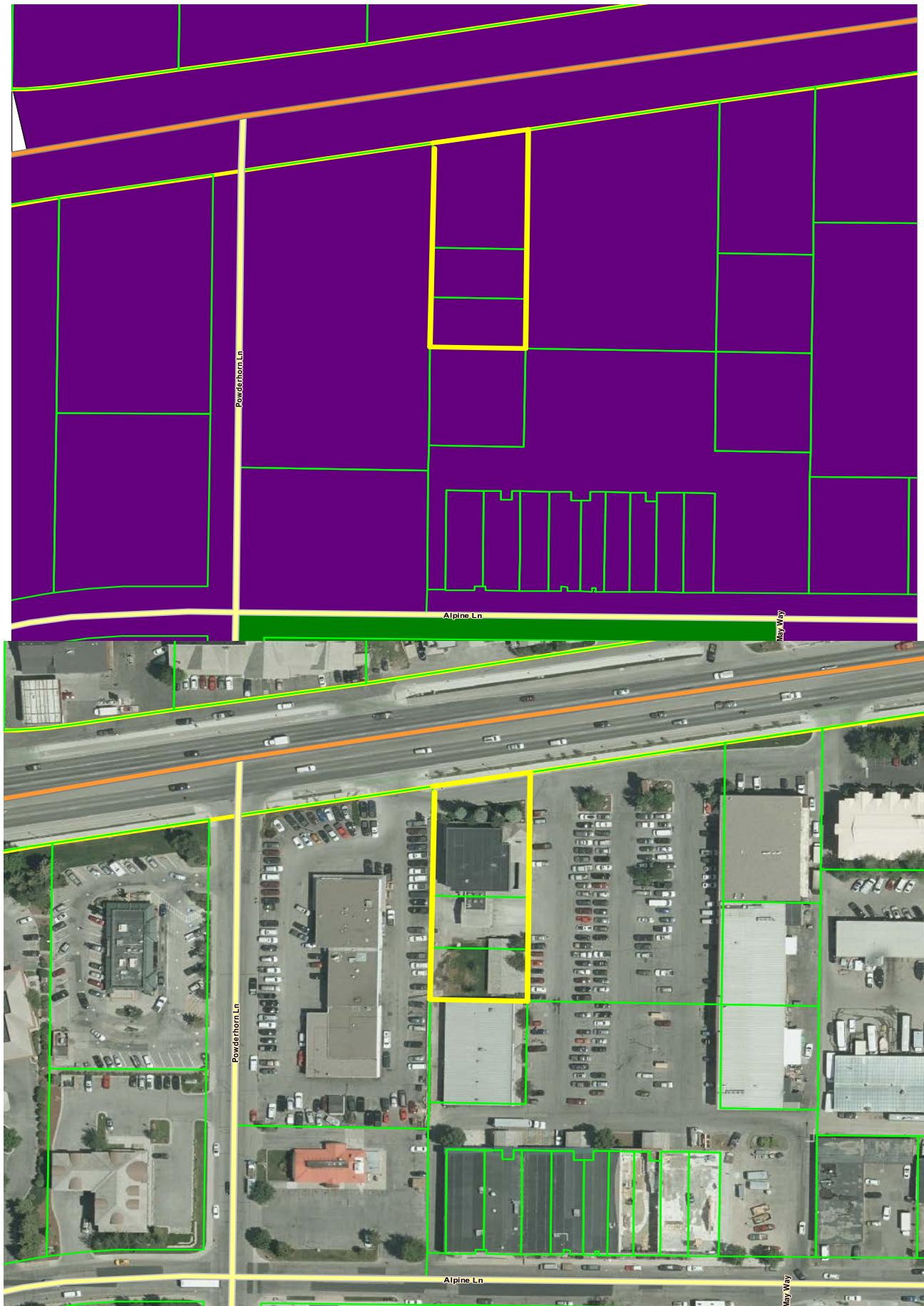
## APPLICABLE REGULATIONS

Section 8.3.2 Development Plan

## LOCATION

The subject property is addressed as 986, 988, and 990 West Broadway, and legally described as Lots 8A, 8B, and 9, Horn Addition. An aerial photo and zoning map are shown on the following page showing the general location of the proposed site:





## BACKGROUND

The applicant's .59-acre site is zoned Auto-Urban Commercial (AC) and includes three lots (Lots 8A, 8B, and 9) in the Powderhorn Plaza. The site includes the existing Bank of Jackson Hole office of 8,204 sf, a four-lane drive-through, and a 1,517 sf a separate modular office building. Parking for the project is provided by the existing shared parking lot that serves the Powderhorn Plaza as a whole (i.e., parking spaces are not assigned to individual businesses).

Because the Powderhorn Plaza was subdivided in the 1970s applying the current AC development standards can be difficult given the site has unique lot sizes and circulation patterns. Over the years, buildings of a variety of sizes have been built to different standards. Staff has worked with the applicant through the pre-application process to address and identify how certain standards would apply to the site. Please see the "Staff Analysis" section below for more details.

## PROJECT DESCRIPTION

The proposed project is to remodel the interior and exterior of the main office building, demolish the existing auxiliary 1,517 sf office building and replace it with a new two-story office building with two ARUs on the main floor, and then add a second story of office space above the drive-through lanes that will connect the north and south wings of the building. Six on-site parking spaces (including one ADA space) will be added in the rear of the southern wing to provide shared parking for the office and ARUs. These spaces will be accessed from the north by a two-way drive along the western boundary such that cars will enter and exit the site from and to the north. The applicant explored the option of having cars exit to the south across the back of Lot 7 but the owner of Lot 7 would not consent. General parking for the expanded bank uses will continue to be provided by the existing shared parking lot that serves the Powderhorn Plaza. The drive-through will be reconfigured to create a narrower exit into the shared parking lot that will allow an additional 6 off-site parking spaces (including 3 ADA spaces) to be provided. A new sidewalk will be provided on the eastern edge of the project adjacent to the parking lot. The application shows a number of proposed new signs but all signs will need to be approved through a separate sign application.

The following table details the dimensional limitations for the project:

	<b>Allowed/Required</b>	<b>Proposed</b>	<b>Complies?</b>
<b>FAR</b>	<b>Lots 8A &amp; 8B:</b> .60 (7,318 sf) <b>Lot 9:</b> .601(existing); 8,204 sf <b>Total Allowed = 15,522 sf</b>	<b>Lots 8A &amp; 8B:</b> .60 (7,318 sf) <b>Lot 9:</b> .601 (8,204 sf) <b>Total Proposed = 15,522 sf</b>	Yes
<b>LSR</b>	0.05 min (1,285 sf)	0.20 (5,156 sf)	Yes
<b>Height</b>	35'	30'2"	Yes
<b>Stories</b>	2 stories	2 stories	Yes
<b>Street yard setback</b>	0'	20'	Yes
<b>Side yard setback</b>	0'	5'	Yes
<b>Rear yard setback</b>	0'	10'	Yes
<b>Parking</b>	20 (office) + 3 (2 ARUs)	No additional spaces for expanded bank (using shared parking lot); 5 spaces for 2 ARUs.	Yes

## STAFF ANALYSIS

### **Parking**

Vehicle Parking: The proposed project will add 5,801 sf of new office space (including basement) to the existing 8,204 sf of office space in the main building. This generates a parking requirement of 20 new parking spaces. However, because a) Powderhorn Plaza has a shared parking lot in which all spaces are available for use by all tenants, and b) the Planning Department has determined that this parking lot is sufficient to meet the demand of all tenants provided they do not create a parking demand above a “Retail” use, the applicant is not required to provide any additional off-site parking for this project. The two proposed ARUs are required, however, to have three on-site parking spaces. The applicant is proposing six on-site spaces behind the south office wing where the ARUs are located that will be 100% shared parking with the office uses. The applicant has met the parking requirements in the LDRs.

Bike Parking: The proposed site plan shows three inverted “U” bike racks for customer parking in front of the main entrance, two inverted “U” bike racks are shown on the west side of the south wing for employees, and each ARU is provided with one inverted “U” rack as well. The proposed bike parking complies with the LDRs.

### **Pedestrian Circulation**

Pedestrian connections within Powderhorn Plaza typically involve providing a sidewalk along the frontage of the building to provide direct access from the parking lot to the entrance(s) of the building. Consistent with this pattern, the applicant is proposing a new 5’-wide sidewalk (both covered and uncovered) in front of the south office wing that then leads to a marked crossing over the drive-through exit lane and then connects to the expanded existing sidewalk on the east side of the north office wing. The existing sidewalk on the north side of the north office wing will be removed and replaced with landscape area. There will also be a new private sidewalk on the south side of the site to provide access to the two ARUs. A marked crosswalk will be added (and signed) across the drive aisle on the north side of the site to connect the sidewalk/bikeway on West Broadway to the bank’s sidewalk in the northeast corner of the project.

### **Vehicle Access**

Vehicular access to the site will be similar to the existing pattern where cars enter the site in the northwest corner, drive along the west property line and then turn left (east) into the bank drive-through and exit into the main parking lot. Cars that park in the six spaces in the rear of the site will drive north to a dedicated drive aisle then exit through the same exit as the cars using the bank teller drive-through aisles. The applicant has contacted the owner of Lot 7 to formalize a legal access agreement across that property but they have not been able to reach an agreement at this time so the proposed site plan does not show any access across Lot 7.

### **Floor Area Ratio (FAR)**

The project is located in the AC zone and so has an FAR of .46 (pre-1994 lots that are less than/equal to 15,000 sf). However, because the lot lines in the plaza were drawn in the 1970’s and each building pad was intended to be fully developed (i.e., no internal setbacks so lot line-to-lot line allowed), that is how the properties have essentially developed up to this point. The result is that there is a range of existing FARs — generally from .60 to 1.0. The applicant’s properties are the least intensively developed properties in the plaza and are well below a .60 FAR.

In addition, due to the disproportionately large size of the parking lot, applying the .46 FAR to the individual building pads would result in a smaller development potential than would be allowed if the .46 FAR were applied to the site as a whole, which is how we would do it today. With all this in mind, staff determined that the appropriate FAR for Lots 8A and 8B is .60, which is similar to the smallest FARs already in the plaza. Put another way, the .60 FAR applied to Lots 8A and 8B would create essentially the same amount of total floor area as would a .46 FAR if applied to the entire site and then transferred to Lots 8A and 8B. It should be



noted too that the .60 FAR for Lots 8A and 8B was intended to be the same as the existing FAR on the already developed Lot 9 (existing main building) which is also .60. Thus, the FARs across the entire site are the same.

In terms of compliance, the allowed floor area on Lots 8A and 8B is 7,318 sf and that is what is proposed so the project is in compliance. Similarly, the allowed floor area of .60 on Lot 9 is what currently exists, which is 8,204 sf, so the proposed project complies with this as well.

### **Landscaping**

Staff determined that a 5% LSR should apply to the project instead of the 20% for reasons similar to those related to FAR – that these standards needed to be adjusted to account for the Plaza as a whole and not require the development sites to shoulder more than their fair share of the requirement. Thus, based on a .05 LSR requirement, the project site is required to provide 1,285 sf of landscape area. The proposed site plan shows approximately 2,068 sf of landscape area on Lots 8A and 8B and over 5,126 sf of landscape on the project site as a whole (which is about 20% of the site). The result is that the project not only complies with the LSR standard of 5% LSR but also the regular 20% LSR for the AC zone.

In terms of required plant units, the application shows a total of 3 plant units. The landscaping is a mixture of trees (aspen), large shrubs, sod, and grasses. Due to the constrained site, the landscape plan show a number of planters in which a variety of shrubs and grasses are provided to screen the development and provide necessary greenery. The proposed landscape plan meets the standards and intent of the LDRs.

### **Employee Housing**

The existing bank and proposed bank expansion are considered a ‘Service’ use in the LDRs. The proposed project will add 5,801 sf of new space compared to existing conditions. This generates a need for 325 sf of employee housing ( $5,801 \times .56 = 325$ ). The applicant states that this amount is less than the minimum unit size allowed for employee housing so they would instead pay the fee in lieu of \$47,363.00. The Housing Department agrees with the applicant’s employee housing plan of paying the in lieu fee, although planning staff calculates the fee to be slightly higher at \$48,027.00. It should be noted too that the applicant is proposing two 636 sf ARUs that will each include a voluntary workforce housing deed-restriction (as such these units are exempt from FAR). A condition of approval has been added that the applicant shall provide a signed workforce housing deed restriction for the ARUs with the submittal of the building permit.

### **DESIGN REVIEW COMMITTEE**

The applicant went to the DRC on November 8, 2017. The DRC supported the project and recommended approval without any conditions. The DRC had few comments on the project but noted that the project was a significant improvement over current conditions.

### **PUBLIC COMMENT**

Staff has received no public comment on the project.

### **FISCAL IMPACT**

There should no significant fiscal impact from the proposed project.

## STAFF IMPACT

There should no significant fiscal impact from the proposed project.

## LEGAL REVIEW

Complete.

## ATTACHMENTS

Applicant Submittal  
Departmental Reviews

## STAFF FINDINGS

**Item A:** Pursuant to Section 8.3.2.C Approval of the Land Development Regulations, the following findings shall be made for the approval of a Development Plan:

1. ***Consistent With the Comprehensive Plan.*** *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 #4 Midtown, Subarea 4.1: Midtown Highway Corridor of the 2012 Comprehensive Plan. The following is the vision for Subarea 4.1:

***Subarea 4.1: Midtown Highway Corridor:*** *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 Form 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.*

**Complies.** Staff finds that the project is consistent with the above described vision for Subarea 4.1. While the location and orientation of the proposed development is predetermined by the existing lot configuration in Powderhorn Plaza, the remodeling and expansion of the existing bank is a good example of high-quality infill development that will improve the visual character of the corridor and plaza. This is especially true because the project is highly visible from the highway and the proposed development will be notably better designed than other older buildings in the plaza. In addition, the

six new on-site spaces are located in the rear of the site and hidden by the proposed south wing of the building.

Staff also analyzed this application for consistency with the Policy Objectives of Character District 4: Midtown as follows, finding that no other policies of the Jackson/Teton Comprehensive Plan are applicable.

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

***1.1.c: Design for wildlife permeability***

**Complies.** Not applicable.

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

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

**Complies.** The project includes two voluntary ARUs that will each include a workforce housing deed-restriction.

***4.1.d: Maintain Jackson as the economic center of the region***

**Complies.** Staff finds that the proposed project is consistent with Policy 4.1.d because it will expand an existing successful business that provides important financial services to the local community. In addition, the project will add two workforce housing units (ARUs) in the community.

***4.2.c: Create vibrant walkable mixed use subareas***

**Complies.** Staff finds that the proposed project is consistent with Policy 4.2.c because, as conditioned, it will improve pedestrian access and facilities on the site and within the Plaza as a whole.

***4.3.a: Preserve and enhance stable subareas***

Not applicable.

***4.3.b: Create and develop transitional subareas***

**Complies.** Staff finds that the proposed project is consistent with Policy 4.3.b because the applicant is proposing to redevelop and improve a highly visible property in this Transitional subarea that is in need of substantial redevelopment and enhancement.

***4.4.b Enhance Jackson gateways***

Not applicable.

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

Not applicable.

***Common Value 3: Quality of Life***

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



**Complies.** Staff finds that the proposed project is consistent with Policy 5.2.d because the project includes two voluntary ARUs that will each include a workforce housing deed-restriction.

*5.3.b: Preserve existing workforce housing stock*

Not applicable.

*6.2.b: Support businesses located in the community because of our lifestyle*

Not applicable.

*6.2.c: Encourage local entrepreneurial opportunities*

**Complies.** Staff finds that the proposed project is consistent with Policy 6.2.c because banks provide financial consultation and assistance to the local business community that, in turn, provide essential goods and services to the community as a whole.

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

**Complies.** Staff finds that the proposed project, as conditioned, is consistent with Policy 7.1.c because it will provide expanded internal sidewalks, a new crosswalk connecting the West Broadway sidewalk/bikeway to the site, bike racks, and two workforce housing units (ARUs) in a location that will encourage walking, biking, and transit ridership.

*7.2.d: Complete key Transportation Network Projects to improve connectivity*

Not applicable.

*7.3.b: Reduce wildlife and natural and scenic resource transportation impacts*

Not applicable.

2. ***NRO/SRO.*** Achieves the standards and objectives of the Natural resources Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable.

Staff finds that the proposed FDP is not located in the NRO or the SRO.

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

Based on the Town Engineer's review of the project, Staff finds that the proposed Development Plan will not have a significant adverse effect on public facilities.

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

The applicant went to the DRC on November 8, 2017. The DRC supported the project and recommended approval without any conditions.

5. ***Other relevant standards of these Land Development Regulations.*** Complies with all relevant standards of these LDRs and other Town ordinances.

Staff finds that the proposed FDP is compliant with all relevant LDR standards including parking and employee housing.

6. ***Conformance with Prior Approvals.*** *Is in substantial compliance with all standards or conditions of any prior applicable permits or approvals.*

Not applicable.

#### RECOMMENDATIONS / CONDITIONS OF APPROVAL

The Planning Director and Planning Commission recommend **approval** of Development Plan (P17-187) for the proposed addition of 7,318 sf of office space to the existing Bank of Jackson Hole site, and two ARUs, at 986, 988, and 990 West Broadway Avenue, subject to one condition of approval:

1. A signed workforce housing deed restriction for the ARUs shall be provided with the submittal of the building permit.

#### SUGGESTED MOTIONS

**Item A:** Based upon the findings presented by staff and the applicant for Item P17-187, I move to make findings 1 – 6 for a Development Plan as set forth in Section 8.3.2.C, of the Land Development Regulations relating to 1) Consistency with the desired future character 2) Achieves the standards of the NRO and SRO 3) Does not have a significant impact on public facilities or services 4) Complies with the Town of Jackson Design Guidelines 5) Complies with all relevant standards of these Land Development Regulations and other Town Ordinances and 6) Is in substantial conformance with all standards and conditions of prior applicable permits or approval, and to **approve** a Development Plan for a physical development for the addition of 7,318 sf of office space to the existing Bank of Jackson Hole site, and two ARUs, at 986, 988, and 990 West Broadway Avenue, subject to the department reviews attached hereto and one condition below.

1. A signed workforce housing deed restriction for the ARUs shall be provided with the submittal of the building permit.

**Town of Jackson**  
**Project Plan Review History**

<b>Project Number</b>	P17-186	<b>Applied</b>	10/19/2017	STOL
<b>Project Name</b>	990, 988, 986 W Broadway	<b>Approved</b>		
<b>Type</b>	BASIC USE PERMIT	<b>Closed</b>		
<b>Subtype</b>		<b>Expired</b>		
<b>Status</b>	STAFF REVIEW	<b>Status</b>		
<b>Applicant</b>	Scott Zabriskie	<b>Owner</b>	BANK OF JACKSON HOLE	
<b>Site Address</b>		<b>City</b>	<b>State</b>	<b>Zip</b>
990 W BROADWAY AVENUE		JACKSON	WY	83001
<b>Subdivision</b>		<b>Parcel No</b>	<b>General Plan</b>	
HORN ADDITION		22411632101003		

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks
Notes					
Building	NO COMMENT	10/20/2017	11/9/2017		
Jim Green					

---

Fire	APPROVED W/CONDITI	10/20/2017	11/9/2017	10/23/2017	
Kathy Clay					



Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
(10/23/2017 8:28 AM STOL)					
MEMO					
FIRE REVIEW					

TO: Paul Anthony, Principal Planner

FROM: Kathy Clay, Fire Marshal

DATE: October 20, 2017

SUBJECT: Bank of Jackson Hole  
990 W. Broadway  
P17-186, 187

This office has received the request for a development plan 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. Please not bold red comments for this project. Comments include, but are not limited to:

#### General Requirements

1. Fire apparatus access shall be provided. (2015 IFC 503.1.1) Overhead clearance must be 13'6" fore fire department access roads.
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.

#### Sprinklers

1. As determined by the Building Official, the structure will have an automatic fire sprinkler system in accordance with NFPA 13. (IFC 903.2.7) Building Official shall determine if fire sprinklers are not currently present in existing structure, should they be required with roof connection to new structure. Antifreeze is no longer permitted in commercial structures. Outside fire sprinkler system will be required to be a dry system.
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) Areas in the Town are beginning to have less pressure due to increased demand. This pitot test will be required before sprinkler design begins. The results shall be submitted to the sprinkler design company.
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 exit to the outside.
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).
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)

#### Elevator

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
13. 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 kclay@tetonwyo.org or 307-733-4732.					
Legal	APPROVED	10/20/2017	11/9/2017	11/9/2017	
A Cohen-Davis					
Public Works	APPROVED W/CONDITI	10/20/2017	11/9/2017	11/7/2017	
Jeremy Parker					

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
(11/7/2017 3:31 PM JP)					
Plan Review Comments - SUFFICIENT					
P17-186-187					
BUP, Development Plan					
Berlin Architects, LLC (Owner: Bank of Jackson Hole)					
990 West Broadway Avenue					
November 7, 2017					
Jeremy Parker, (307)733-3079					
*Please be advised that the following comments are being provided for use in preparation of future Planning Application and/or Construction Permit submittals.					
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 & Building Department.					
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 that the proposed egress of vehicles through the existing utility easement on the west side of the 984 West Broadway property does not currently have designation as and “access” easement. Prior to Commercial Building Permit approval and issuance, the Applicant/Owner shall provide documentation clarifying and/or providing verification and establishment of and “access easement” across the western portion of the 984 West Broadway property.					
Prior to Commercial Building Permit approval, a potable water system plan shall be provided on the plans consistent with the LDR’s. This plan shall include backflow device, meter locations, and all associated relevant Town standard construction details.					
Please be advised that the Town of Jackson’s policy with regards to water service / fire line connection, is that only one connection shall be allowed per lot. Per the narrative provided in the application submittal that states the desire to eliminate the interior lot lines and form a single property, consolidating Lots 8a, 8b, and 9, the new building would only be allowed one water connection. This will require abandonment of one, or both, of the existing water service connections in the instance that the existing fire line to the building on the current 990 West Broadway property is not sufficient to meet the required fire flow capacity demands. Please coordinate with the Town of Jackson.					
Prior to Commercial Building Permit approval, a sanitary sewer system plan shall be provided on the plans consistent with the LDR’s. This plan shall include locations of cleanouts, grease mitigation measures (if applicable), and all associated relevant Town standard construction details. Please be advised that the proposed development connects to private/shared sewer collection system within Powderhorn Plaza which thus connects to the Town of Jackson’s sanitary sewer collection system.					
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 Commercial Building Permit approval, a preliminary irrigation system design (if applicable) with backflow system plan shall be provided on the plans consistent with the LDR’s. This plan shall include backflow device, meter locations, and all associated relevant Town standard construction details.					
Prior to Commercial Building Permit approval, a complete and detailed landscaping plan shall be required.					
Prior to Commercial Building Permit approval, a complete and detailed storm-water management plan for the site shall be provided on the plans consistent with the LDR’s. This plan shall include calculations for pre- and post-development runoff volumes, locations of					



Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
<b>Contact</b>					
<b>Notes</b>					
retention and snow storage areas, locations of storm water quality mitigation measures (if applicable), and all associated relevant construction details.					
Prior to Commercial Building Permit approval, a complete grading and erosion control plan shall be provided on the plans consistent with the LDR's.					
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 Commercial Building Permit approval, a parking and access plan per the LDR's shall be required. The dimensions of the parking spaces and drive lanes, including turning movements (both ingress and egress), shall be clearly shown on the plans for review.					
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.					
Snow storage areas for the site shall be indicated on the plans.					
Please be advised that a demolition permit shall be required for each existing structure to be removed from the site. Water and sewer services to be abandoned for the project shall be abandoned at the main during the demolition phase of the project.					
Please be advised that failure to commence with construction activities and/or show reasonable progress within two (2) years of Building Permit approval shall result in pulling of appropriate bonds in order to abandon utility connections to Town of Jackson utility systems (Water, Wastewater, Storm Drainage) and/or repair impacted areas of the Town right-of-way.					
TC Housing Authority		10/20/2017	11/9/2017	11/7/2017	
Stacy Stoker					

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
<b>Contact</b>					
<b>Notes</b>					
(11/8/2017 4:45 PM STOL)					
MEMORANDUM					

To: Paul Anthony  
Principal Planner, Town of Jackson Planning and Building

From: Stacy Stoker  
Housing Manager, Teton County Housing Authority

Re: Bank of Jackson Hole (P17 – 186, 187  
Basic Use Permit and Final Development Plan

Date: November 7, 2017

The applicant is requesting a Basic Use Permit and Final Development Plan approval for the property located at 990 W Broadway Ave. 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 applicant has calculated their Employee Housing requirement as 325 SF. However, the method they used to calculate the requirement is not a part of the application so it is not possible to know if it is correct.

The applicant is proposing to pay an in lieu fee. Assuming the applicant's calculation is correct, 325 SF is less than the minimum size for an Employee Housing unit so the applicants proposed in lieu fee is reasonable.

The applicant is also proposing to construct two 1-bedroom ARUs. The Housing Department will work with the applicant to record an ARU restriction on the property. The restriction shall be recorded prior to Certificate of Occupancy.

The Housing Department would like the opportunity to inspect the ARUs prior to Certificate of Occupancy.

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



## **PROPOSED DEVELOPMENT PROGRAM**

### **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](http://www.townofjackson.com)

**PROPOSED DEVELOPMENT PROGRAM.** *If a proposed development program is required as part of an application, it should be submitted as a table, in the following format.*

<b>PROPOSED DEVELOPMENT PROGRAM</b>		
<b>Area Calculations. Please complete for each affected lot or parcel.</b>		
<b>Lot 9 - Powderhorn Mall</b>	<b>Base Site Area</b>	<b>Adjusted Site Area</b>
<b>Gross Site Area</b>	13,503.6 sq.ft.	
Land within road easements and rights-of-way	0	
Land within existing vehicular access easements		
Land between levees or banks of rivers and streams	0	
Lakes or ponds > 1 acre	0	
Land previously committed as open space in accordance with these or prior LDRs	0	
50% of lands with slopes greater than 25%	0	
<b>Calculated Totals</b>	13,503.6 sq.ft.	13,503.6 sq.ft.

<b>Development Calculations. Please complete for each structure or use.</b>				
<b>Lot 9</b>	<b>LDR Standard</b>	<b>Existing</b>	<b>Proposed</b>	<b>Gross</b>
Number of units or density				
Floor area (by use if applicable)		8,204		8,204 sq.ft.
FAR or maximum floor area				
Site Development	n/a			
Landscape Surface Ratio	0.05 *see below		3,087.6	3,087.6
Setbacks				
Front or street yard	20'	20'	20'	
Rear yard	20'	20'	20'	
Side yard	n/a			
Side yard	n/a			
Height	35'	28'-8"		

LSR or minimum landscape area - per Town of Jackson Planning

1/24/2017, PAP #P16-141 "Comments" pg 7:

"3. LSR: ...staff recommends a 5% LSR requirement that should be applied to the east side of the building (the public frontage)..."





## **SITE PLAN—MINIMUM STANDARDS**

### **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](http://www.townofjackson.com)

**GENERAL STANDARDS.** *When a site plan is required as part of an application submittal, it should adhere to the following general standards.*

1. **Page Size.** Site plans should be on 24 x 36 inch paper. Larger page sizes require prior approval of the Planning or Building Department.
2. **Scale.** All site plan elements should be drawn to an accepted engineering scale that allows review of the proposal. A scale bar depicting the chosen scale should be included on the site plan.
3. **Title Block.** The site plan should contain a title block indicating the owner's name, designer or engineer's name, date of the drawing, date of any revisions or alterations of the drawing, sheet or page number, and a description of the work depicted.
4. **North Arrow.** A north arrow should be provided on the site plan.
5. **Legend.** The site plan should include a legend describing any lines, symbols, or shading used on the site plan.

**INFORMATION TO BE DEPICTED.** *A site plan should depict the following information.*

1. Boundaries of the entire property
2. All existing and proposed easements (road, driveway, utility, etc.)
3. Adjacent streets, roads, and public improvements
4. Existing and proposed access driveways and parking areas
5. Location of existing and proposed structures
6. Dimensioned setbacks from property lines, rights-of-way and protected natural resources
7. Grade or contour lines for areas of slope greater than 5%
8. Locations of wells, septic systems, leach fields, sewer lines and other existing and proposed utilities
9. Snow storage areas
10. Required landscaping
11. Existing and proposed fencing

**Flexibility of Requirements.** *Planning, Building or Engineering staff may waive or alter requirements for information to be depicted on a site plan to suit the specifics of an application, particularly for uses proposed within existing physical development where a more conceptual site plan may be sufficient.*



## PROPOSED DEVELOPMENT PROGRAM

### 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](http://www.townofjackson.com)

**PROPOSED DEVELOPMENT PROGRAM.** *If a proposed development program is required as part of an application, it should be submitted as a table, in the following format.*

PROPOSED DEVELOPMENT PROGRAM		
Area Calculations. <i>Please complete for each affected lot or parcel.</i>		
Lots 8A, 8B - Powderhorn Mall	Base Site Area	Adjusted Site Area
Gross Site Area	12,196.8 sq.ft.	
Land within road easements and rights-of-way	0	
Land within existing vehicular access easements		
Land between levees or banks of rivers and streams	0	
Lakes or ponds > 1 acre	0	
Land previously committed as open space in accordance with these or prior LDRs	0	
50% of lands with slopes greater than 25%	0	
<b>Calculated Totals</b>	12,196.8 sq.ft.	12,196.8 sq.ft.

Development Calculations. <i>Please complete for each structure or use.</i>				
Lots 8A, 8B	LDR Standard	Existing	Proposed	Gross
Number of units or density				
Floor area (by use if applicable)		1,517	7,318	7,318 sq.ft.
FAR or maximum floor area	0.6 *see below	0.12	7,318	7,318 sq.ft.
Site Development	n/a			
Landscape Surface Ratio	0.05 *see below		2,068.4	2,068.4
Setbacks				
Front or street yard	20'	20'	20'	
Rear yard	20'	20'	20'	
Side yard	n/a			
Side yard	n/a			
Height	35'		30'-2"	

FAR or maximum floor area - per Town of Jackson Planning 12/9/2016: "Thus, the town's conclusion is that a maximum FAR of 0.60 for Lots 8A and 8B is a reasonable and fair compromise given existing conditions and the buildout capacity of the shopping center."

- Paul Anthony, Principal Planner

FAR:

Lot 8A + Lot 8B = 0.14 acres + 0.14 acres = 12,196.8 sq.ft.  
x 0.6 FAR = 7,318 sq.ft. FA

LSR or minimum landscape area - per Town of Jackson Planning

1/24/2017, PAP #P16-141 "Comments" pg 7:

"3. LSR: ...staff recommends a 5% LSR requirement that should be applied to the east side of the building (the public frontage)..."



## **SITE PLAN—MINIMUM STANDARDS**

### **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](http://www.townofjackson.com)

**GENERAL STANDARDS.** *When a site plan is required as part of an application submittal, it should adhere to the following general standards.*

1. **Page Size.** Site plans should be on 24 x 36 inch paper. Larger page sizes require prior approval of the Planning or Building Department.
2. **Scale.** All site plan elements should be drawn to an accepted engineering scale that allows review of the proposal. A scale bar depicting the chosen scale should be included on the site plan.
3. **Title Block.** The site plan should contain a title block indicating the owner's name, designer or engineer's name, date of the drawing, date of any revisions or alterations of the drawing, sheet or page number, and a description of the work depicted.
4. **North Arrow.** A north arrow should be provided on the site plan.
5. **Legend.** The site plan should include a legend describing any lines, symbols, or shading used on the site plan.

**INFORMATION TO BE DEPICTED.** *A site plan should depict the following information.*

1. Boundaries of the entire property
2. All existing and proposed easements (road, driveway, utility, etc.)
3. Adjacent streets, roads, and public improvements
4. Existing and proposed access driveways and parking areas
5. Location of existing and proposed structures
6. Dimensioned setbacks from property lines, rights-of-way and protected natural resources
7. Grade or contour lines for areas of slope greater than 5%
8. Locations of wells, septic systems, leach fields, sewer lines and other existing and proposed utilities
9. Snow storage areas
10. Required landscaping
11. Existing and proposed fencing

**Flexibility of Requirements.** *Planning, Building or Engineering staff may waive or alter requirements for information to be depicted on a site plan to suit the specifics of an application, particularly for uses proposed within existing physical development where a more conceptual site plan may be sufficient.*



## Project Narrative

The existing Bank of Jackson Hole Main Branch consists of 2 buildings constructed on 3 separate adjacent lots (9, 8A & 8B) totaling 0.59 acres. The main 2-story building was constructed in 1989 on Lot 9 with a total area of 8204sf of office use. The other existing building on the site is a prefabricated 1-story structure of 1517sf of office use. This smaller structure occurs on lots 8A and 8B and will be completely removed from the site.

A new 2-story addition of office use will be constructed primarily on lots 8A & 8B, connecting to the existing 2-story building that remains. Portions of the existing building will be remodeled. Prior to application for building permit, 2 interior lot lines will be vacated in accordance with LDR Article 8.2.13.C.5.d., combining the 3 current lots into one so that the single building structure will conform to building code requirements.

The existing 4-lane drive-through-banking islands and roof canopy will be removed. 3 drive-through banking islands will be reconstructed with the new building spanning over on the second floor. Because of the existing window teller and the alley access locations, the drive-through will be reconstructed in the approximate same location, but with widened driving-aisles and an updated vacuum tube system.

To maintain the connectivity of the new and existing offices on the interior, the majority of the new office space addition will happen on the second level, spanning above and across the drive-through banking lanes. The new addition will consist of 7,318sf (FAR) of new office space on two levels above grade, two 636sf deed restricted accessory dwelling rental units on the ground floor (not FAR), and a 1,780sf basement that is also office use (not FAR). The office area on the second level and in the basement can be accessed via the new ground level entry where a stair and elevator are located.

The area of required employee housing required is 325sf. As this is less than the 400sf minimum for one unit, the Bank proposes to pay a prorated fee-in-lieu to the town to meet this requirement. The figure is approximately \$47,363.00.

The project is located in the Horn Addition that is commonly known as Powderhorn Plaza, which was developed in the late 70's under older zoning regulations. The design team worked together with planning staff to evaluate existing development standards and together concluded that the appropriate FAR for new development on the infill lots 8A & 8B should be .60 (7,318sf) in order to match density with the context of the overall development that exists and was previously approved.

BOX 4119  
JACKSON, WY 83001

307-733-5697  
FAX 307-733-5761  
berlinarchitects.com

This FAR is somewhat less than what was earlier specifically mentioned for these lots in recorded CCR's, equating to .80 FAR (9,800sf) and somewhat more than what would otherwise be allowed in the current AC zone, .40 FAR (4,878sf). The current AC zone FAR ratios don't take into account that the common parking lot is shared between all of the properties in the development. This fact seriously distorts direct applicability of the FAR as a tool, since the parking requirement isn't impacting the building lot in this scenario. In short, the FAR in this case is proposed to be adjusted to .60 in order to achieve the appropriate density of development matching with the balance of the existing development. This was proposed, analyzed, reviewed and documented by the design team and planning department in the Pre-application Conference Summary (P16-141).

Due to pre-existing patterns of the surrounding development. The planning staff recommended an LSR of .05 minimum to be applied mostly along the eastern edge of the expansion. We are currently proposing a .15 LSR, far exceeding the minimum suggested. Elevations and renderings demonstrate how landscaping and walkway together make for an inviting pedestrian connection and transitional zone between the parking lot and the building.

The height of the building will remain similar to the existing at 28'-8" above grade, with one secondary form extending to 30'-2" above grade. The allowable height is 35' in the AC zone.

Parking for all the building lots in the development is shared on the common lots (4 & 10) that are central to the Powderhorn Plaza. Historic documentation including a letter from former Town Planner, Bob McLaurin, dated 9/2/1987, and planning commission approval in 1977 at the time of the original development determined the parking to be adequate for the full build-out of the development. Despite this fact, the project proposes to voluntarily add ten additional spaces. Four of these spaces will be added within the common area along the eastern boundary of the Bank Addition. Six new voluntary parking spots will be added on the property along the west boundary. These spots will be of restricted use for bank employees and for the new accessory dwelling units, and should relieve some pressure in the existing shared parking lot.

The project should not trigger the need for a traffic study as the existing use of the new development will not change. The project's parking demand is already met and there will be no proposed new access points.

Modifications to the existing building will consist of a more prominent front entrance canopy, new and enlarged windows on the upper level façade walls, and minor architectural modifications to the stair volume. The materials will be updated consistent with the new addition. An art sculpture to be determined is proposed along the existing east façade. The project signage will be similar in scale to what currently exists. The new expansion will follow in kind. Site Plan, renderings and elevations indicate the general concept and locations for signage.





# BANK OF JACKSON HOLE - MAIN BRANCH ADDITION

990 WEST BROADWAY, JACKSON, WY 83001

FINAL DEVELOPMENT PLAN SUBMITTAL  
9 October 2017





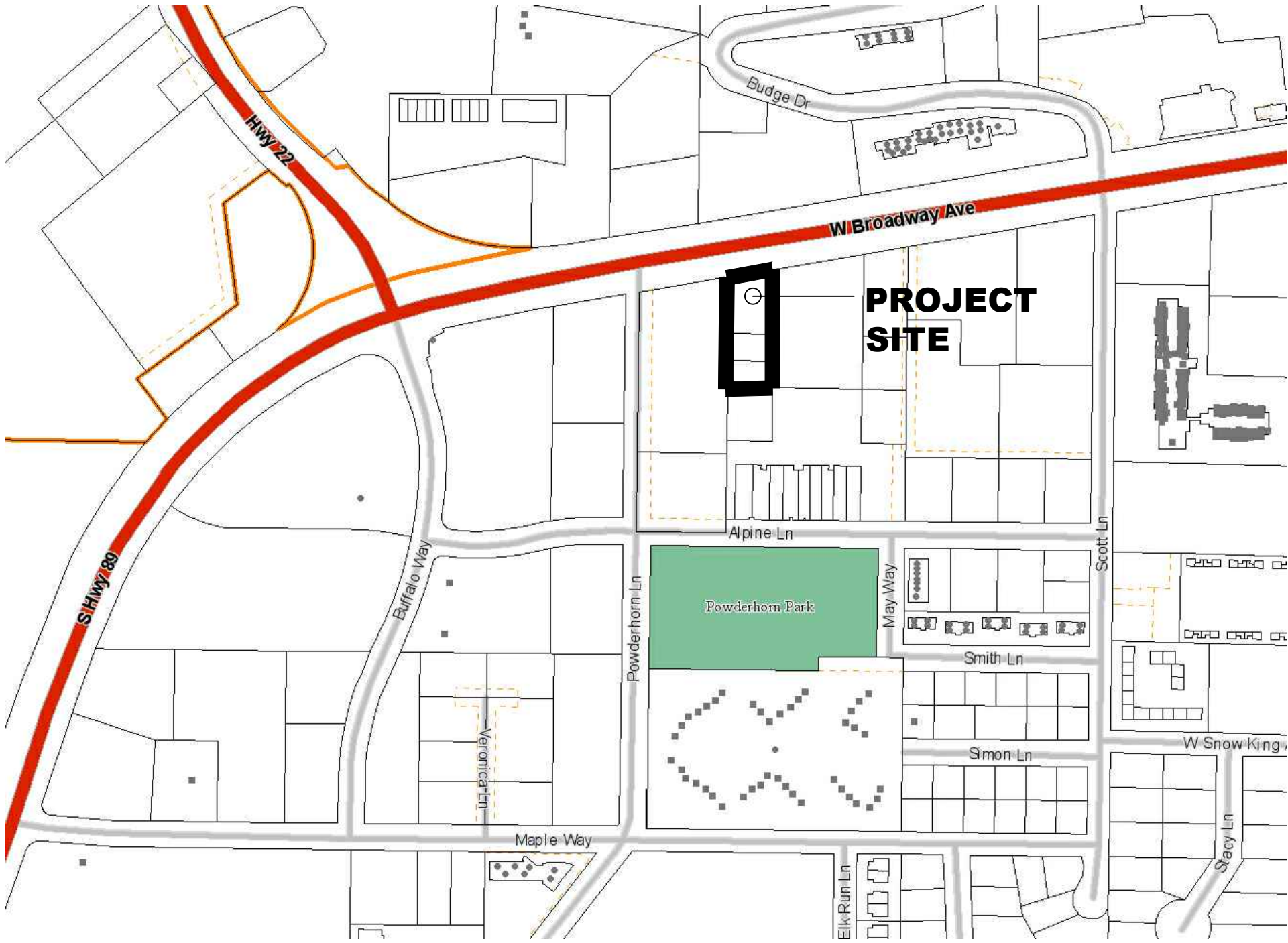
AERIAL SITE MAP

PROJECT TEAM	
SITE LOCATION: LOTS 9, 8A, & 8B HORN ADDITION 986, 988, 990 WEST BROADWAY JACKSON, WYOMING PIDN: 22-41-16-32-1-01 -003, -004 & -005	
OWNER: BANK OF JACKSON HOLE PO BOX 3709 ALPINE, WY 83128	CIVIL, STRUCTURAL ENGINEERS & LANDSCAPE ARCHITECT: Y2 CONSULTANTS PO BOX 2870, 1880 SOUTH WILLOW ST JACKSON, WY83001 307.733.2999
ARCHITECT: BERLIN ARCHITECTS LLC PO BOX 4119 JACKSON, WY 83001 307.733.5697	MECHANICAL, ELECTRICAL, PLUMBING ENGINEER: CN ENGINEERS PO BOX 4195, 410 SOUTH CACHE JACKSON, WY 83001 307.733.8765

PROJECT CRITERIA	
TOWN OF JACKSON ZONING DISTRICT	AC (Auto Urban Commercial)
SITE SIZE (EXISTING LOT 9 + PROPOSED 8A & 8B)	.31 ACRES + .14 + .14 (13,504 sf)
BUILDING OCCUPANCY/USE	Type B (business) with ARU (accessory residential units)
CALCULATED OCCUPANCY (for primary B OCCUPANCY)	15,522 sf / 100 sf/occupant = 155 occupants
NUMBER OF STORIES ( EXISTING / PROPOSED )	2 + BASEMT / 2 + BASEMT
TYPE OF CONSTRUCTION	TYPE VB - (non-rated)
HEIGHT LIMIT	35 ft.
PARKING REQUIREMENT	HISTORIC APPROVED SHARED PLAN EXISTS FOR THE POWDERHORN DEVELOPMENT AT TOTAL BUILDOUT. SO NO ADDITIONAL PARKING IS REQUIRED. 5 NEW SPACES ARE PROVIDED ON SITE, 2 SPACES ARE ADDED TO COMMON AREA.
FIRE PROTECTION SYSTEM	FULL 2016 NFPA 13D SYSTEM THROUGHOUT (RETROFIT EXISTING)

FOR PROJECT DEVELOPMENT PROGRAM TABLES ADDRESSING DEVELOPMENT STANDARDS AND PROPOSED PROJECT CRITERIA SEE TABLES SUBMITTED WITH FDP APPLICATION FORM.

	EXISTING TO BE REMOVED (SF) ( on Lots 8A & 8B )	EXISTING TO REMAIN (SF) ( on Lot 9 )	PROPOSED (SF) ( on combined lots 9 + 8A & 8B )	TOTAL (SF)
<b>OFFICE USE</b>				
BASEMENT ( office & mech ) - excluded from FAR		455	1,780	3,879
MAIN LEVEL (office)	1517	4786	555	5,341
UPPER LEVEL (office)		3418	6,763	10,181
OFFICE TOTAL	1517	8,204	7,318	15,522
<b>2 ACCESSORY RESIDENTIAL UNITS (ARU)</b>				
MAIN LEVEL			636 x 2	1,272
GRAND TOTAL				16,794



VICINITY PLAN

DRAWING INDEX	
NO.	DESCRIPTION
	COVER SHEET
A1.0	MAP AND STATISTICS
<b>CIVIL DRAWINGS</b>	
C.01	EXISTING CONDITIONS
C1.0	GRADING AND STORMWATER
C1.1	UTILITIES
C1.2	CONSTRUCTION STAGING PLAN
C2.0	DETAILS
C2.1	DETAILS
<b>LANDSCAPE DRAWINGS</b>	
L1.1	SITE PLAN
L2.2	LANDSCAPE PLAN
<b>ARCHITECTURAL DRAWINGS</b>	
A1.1	EXISTING CONDITIONS PHOTOGRAPHS
A1.2	MAIN LEVEL FLOOR PLAN
A1.3	UPPER LEVEL FLOOR PLAN
A1.4	EXISTING ELEVATIONS
A2.0	BASEMENT LEVEL FLOOR PLAN
A2.1	MAIN LEVEL FLOOR PLAN
A2.2	UPPER LEVEL FLOOR PLAN
A2.3	ROOF PLAN
A3.1	EXTERIOR ELEVATIONS
A3.2	PERSPECTIVE VIEWS
A3.3	PROPOSED MATERIALS



BOX 4119  
JACKSON, WY 83001

307-733-5697  
FAX 307-733-5761

BANK OF JACKSON HOLE ADDITION

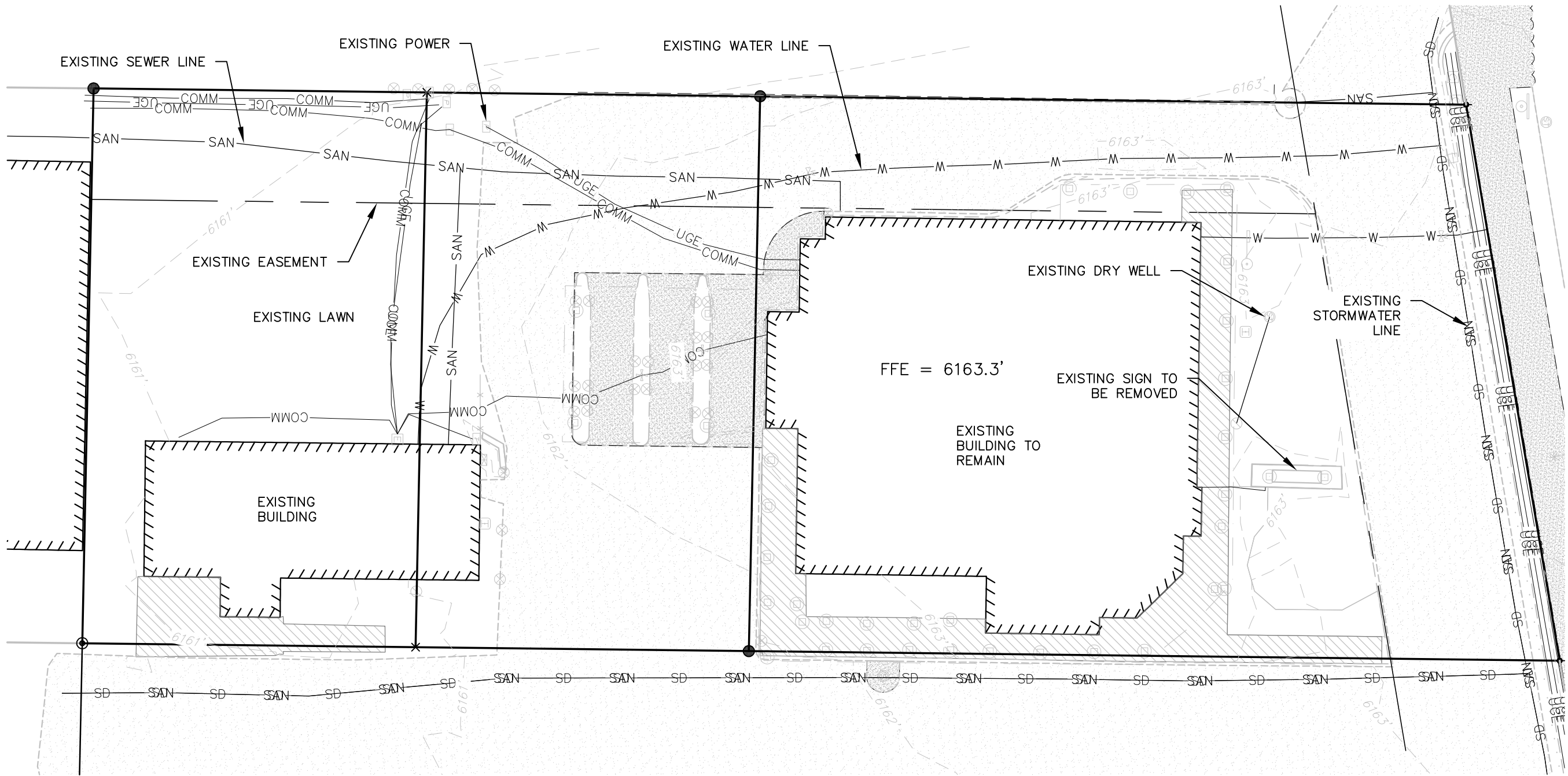
990 WEST BROADWAY  
JACKSON HOLE, WYOMING

Date:  
Oct 16, 2017  
Revisions:

A1.0

MAPS AND  
STATISTICS





**LEGEND**

(E) - EXISTING    (P) - PROPOSED

	(E) MAJOR CONTOUR	
	(E) MINOR CONTOUR	
	(P) MAJOR CONTOUR	
	(P) MINOR CONTOUR	
	(E) PAVEMENT	
	(P) PAVEMENT	
	(E) CONCRETE	
	(P) CONCRETE	

- (E) CURB FLOW LINE
- (P) CURB FLOW LINE
- (E) EDGE OF GRAVEL
- (P) EDGE OF GRAVEL
- PARCEL BOUNDARY
- EASEMENT
- (E) STRUCTURE
- (P) STRUCTURE

**SPOT ELEVATIONS**

TOP 95.0' GRADE AT TOP OF WALL/FENCE

TOE 95.0' GRADE AT TOE OF WALL/FENCE

BOC 95.0' BACK OF CURB

TOS 95.0' TOP OF SLAB

LARRY BAKER ARCHITECTS, INC. 1000 N. 10TH ST. SUITE 100, BOZEMAN, MT 59717  
P: 406.592.1234 F: 406.592.1235

BOX 4119  
JACKSON, WY 83001  
307-733-5697  
FAX 307-733-5761

Bank of Jackson Hole Addition

Jackson Hole, Wyoming  
990 W. Broadway

CIVIL ENGINEER:  
Y2 CONSULTANTS, LLC.  
PO BOX 2870  
JACKSON, WY 83001  
(307) 733-2999

FDP

Date:  
2018-01-08

Revisions:  
Development  
Plan  
Amendment

C0.1

BOJH-  
EXISTING

**POST-DEVELOPMENT**  
**LOT SIZE:** 0.59 ACRES  
**LENGTH OF TRAVEL:** 170 LF  
**SLOPE:** 1%

USING FAA EQUATION:  $\frac{1.8*(1.1-C)*SQRT(L)}{S^{(1/3)}}$

PER TETON COUNTY/TOJ LDRs 100 YEAR STORM  
INTENSITY FOR 5 MINUTE DURATION = 3.00 INCH/HOUR

**REQUIRED STORAGE VOLUME:**

WHERE MAX Q < Qr, V = 0  
WHERE MAX Q ≥ Qr, V = (MAX Q - Qr) \* (DURATION - (Qr  
)) \* 60

REQUIRED STORAGE: 76.0 CF



1. ALL MATERIAL SHALL BE INSTALLED ACCORDING TO MANUFACTURER GUIDELINES AND RECOMMENDATIONS UNLESS OTHERWISE SPECIFIED.
2. MAINTAIN CONSISTENT PIPE GRADE TO DESIGNATED HIGH AND LOW POINTS.
3. STRIP TOPSOIL FROM AREAS TO BE DISTURBED BY EXCAVATION, FILLING, OR COMPACTION BY EQUIPMENT. STOCKPILE TOPSOIL AS CLOSE TO FINAL PLACEMENT LOCATION AS POSSIBLE, PREVENT MIXING WITH SUBSOIL OR OTHER MATERIALS, AND PROTECT FROM EROSION.
4. GRADE ALL AREAS AS SHOWN ON THE PLANS WHILE PROVIDING FOR SMOOTH TRANSITIONS TO EXISTING GRADE.
5. IMMEDIATELY PRIOR TO SPREADING TOPSOIL, LOOSEN THE SUBGRADE BY DISKING OR SCARIFY TO A DEPTH OF 4" TO ENSURE BONDING OF THE TOPSOIL AND SUBSOIL. REMOVE ROCKS AND OTHER MATERIAL GREATER THAN 3" IN DIAMETER.
6. SITE IMPROVEMENTS SHALL BE INSTALLED PROMPTLY IN ORDER TO REDUCE THE POTENTIAL FOR DUST EMISSIONS.
7. THE AREA DISTURBED BY CLEARING, EARTH MOVING, OR EXCAVATION ACTIVITIES SHALL BE KEPT TO A MINIMUM AT ALL TIMES, ALLOWING IMPROVEMENTS TO BE IMPLEMENTED IN SECTIONS AND USING DITCH BLOCKS AS NECESSARY.
8. SOIL-DISTURBING ACTIVITIES WILL BE AVOIDED DURING PERIODS OF HEAVY RAIN OR WET SOILS.
9. AREAS DETERMINED TO HAVE BEEN COMPACTED BY CONSTRUCTION ACTIVITIES MAY REQUIRE MECHANICAL SUB-SOILING OR SCARIFICATION TO THE COMPACTED DEPTH TO REDUCE BULK DENSITY AND RESTORE POROSITY.
10. ALL CONSTRUCTION MATERIALS WILL BE REMOVED FROM SITE AS SOON AS POSSIBLE AND NO LATER THAN 30 DAYS AFTER COMPLETION OF CONSTRUCTION.
11. WY BMPs WILL BE FOLLOWED FOR ANY HYDRAULIC OR OIL LEAK IN ACCORDANCE WITH DEQ PROVISIONS.
12. STATE LICENSED FUEL HANDLER COMPANIES WILL BE REQUIRED FOR THE ON-SITE FUELING NEEDS.
13. CONCRETE WASH DISCHARGE SHALL BE CONTAINED AND PREVENTED FROM ENTERING STORMWATER OR PUBLIC WATERWAYS.
14. SEDIMENT FROM THE ROAD MUST NOT BE DIVERTED INTO CHANNELS AT ROAD CROSSINGS WHERE CONSTRUCTION CROSSES CHANNELS.
15. ALL PUBLIC TRAVELWAYS SHALL BE KEPT CLEAR OF CONSTRUCTION MATERIALS AND DEBRIS.

**PROPOSED GRADING PLAN:**

- TOPSOIL WILL BE STRIPPED FROM AREAS TO BE DISTURBED BY EXCAVATION, FILLING, OR COMPACTION BY EQUIPMENT.
- STOCKPILE TOPSOIL, PREVENT MIXING WITH SUBSOIL OR OTHER MATERIALS, AND PROTECT FROM EROSION.
- SOIL IN AREAS COMPACTED BY HEAVY EQUIPMENT TRAVEL WILL BE PREPARED FOR RESEEDING BY SCARIFICATION.
- IMMEDIATELY PRIOR TO SPREADING TOPSOIL, LOOSEN THE SUBGRADE BY DISKING OR SCARIFY TO A DEPTH OF 4" TO ENSURE BONDING OF THE TOPSOIL AND SUBSOIL.
- REMOVE ROCKS AND OTHER MATERIAL GREATER THAN 3" IN DIAMETER.
- STOCKPILED AND / OR IMPORTED TOPSOIL WILL BE DISTRIBUTED OVER AREAS TO BE REVEGETATED AT A DEPTH OF 3-6 INCHES.

SNOW STORAGE  
UNCOVERED PAVEMENT = 2930 SF \* 2.5% = 73.25 SF REQUIRED  
106.16 SF PROVIDED ON SITE

**CAUTION:** UNDERGROUND UTILITY LOCATIONS ARE NOT GUARANTEED, NOR IS THERE ANY GUARANTEE THAT ALL EXISTING UTILITIES (WHETHER FUNCTIONAL OR ABANDONED) WITHIN THE PROJECT AREA ARE SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES BEFORE STARTING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM CONTRACTORS WORK.

LAST SAVED: 1/9/2018 12:01 PM BY: SUSAN COURTNEY  
F:\2016\16085\_BOJHC\MIACAD\16085\_DESIGN.dwg

990 W. Broadway

Y2 CONSULTANTS, LLC.  
PO BOX 2870  
80 S. WILLOW ST  
JACKSON WY  
(307) 733-2999

**Date:**  
2018-01-08

**Revisions:**

Development \_\_\_\_\_

Plan \_\_\_\_\_

Amendment \_\_\_\_\_

\_\_\_\_\_

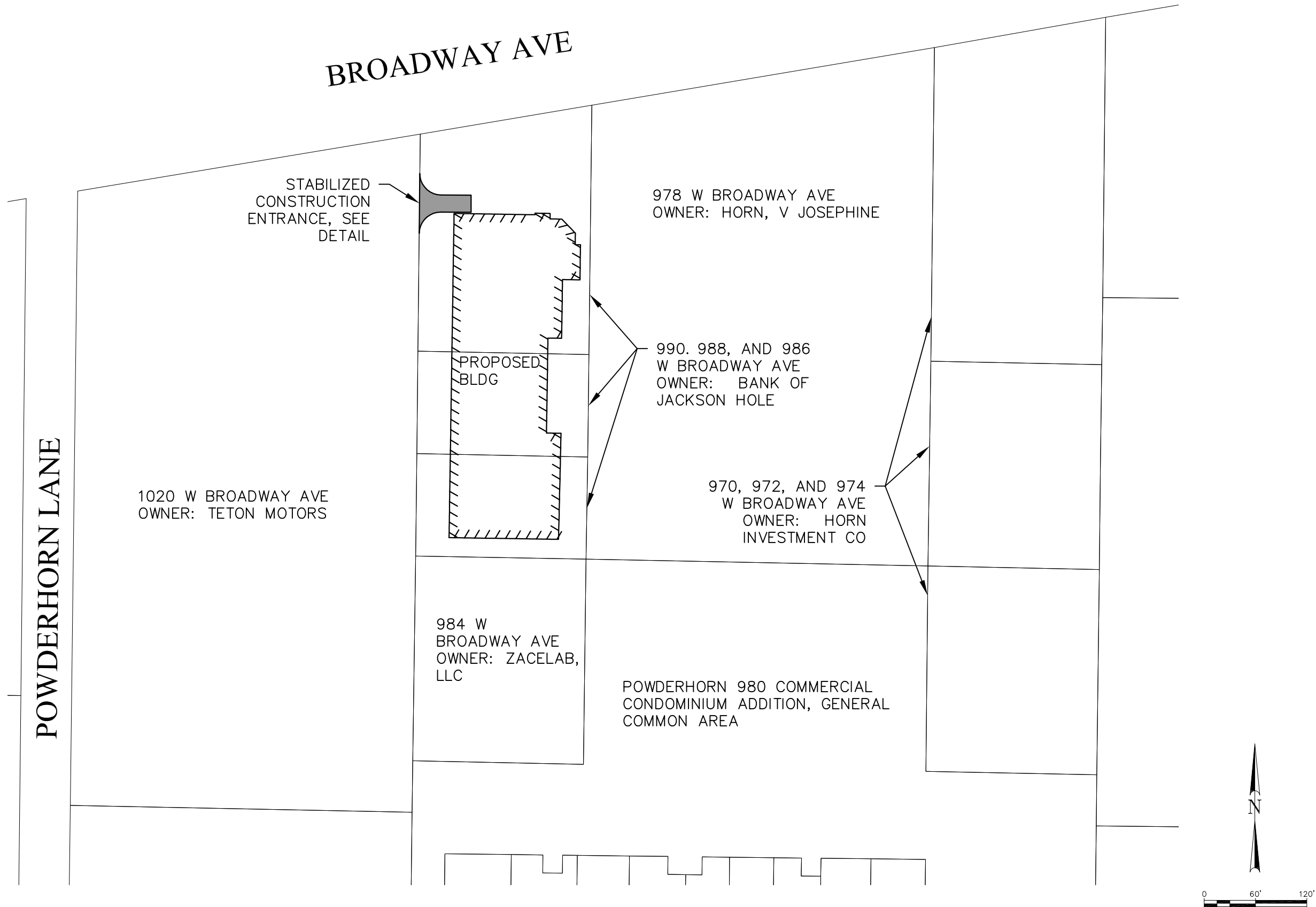
\_\_\_\_\_

BOHJ –  
GRADING AND  
STORMWATER





LAST SAVED: 10/02/2017 10:56AM BY: SUSAN COURTNEY  
P:\2016\160000\_POWDERHORN\CONSTRUCTION



BOX 4119  
JACKSON, WY 83001  
307-733-5697  
FAX 307-733-5761

## Bank of Jackson Hole Addition

Jackson Hole, Wyoming  
Utilities

CIVIL ENGINEER:  
Y2 CONSULTANTS, LLC  
PO BOX 2870  
JACKSON WY  
(307) 733-2999

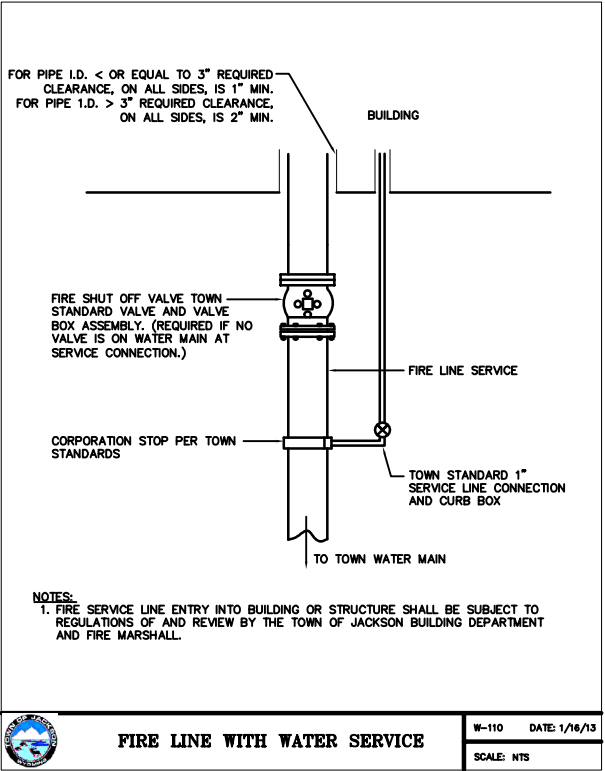
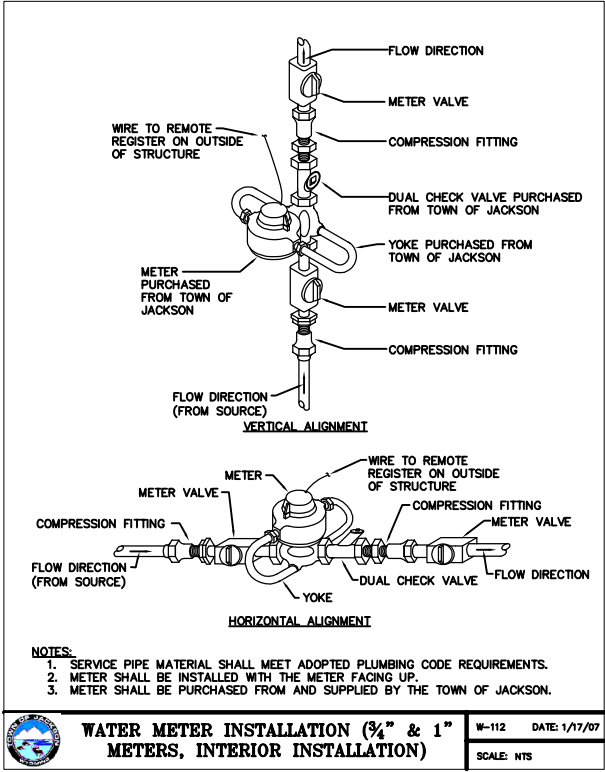
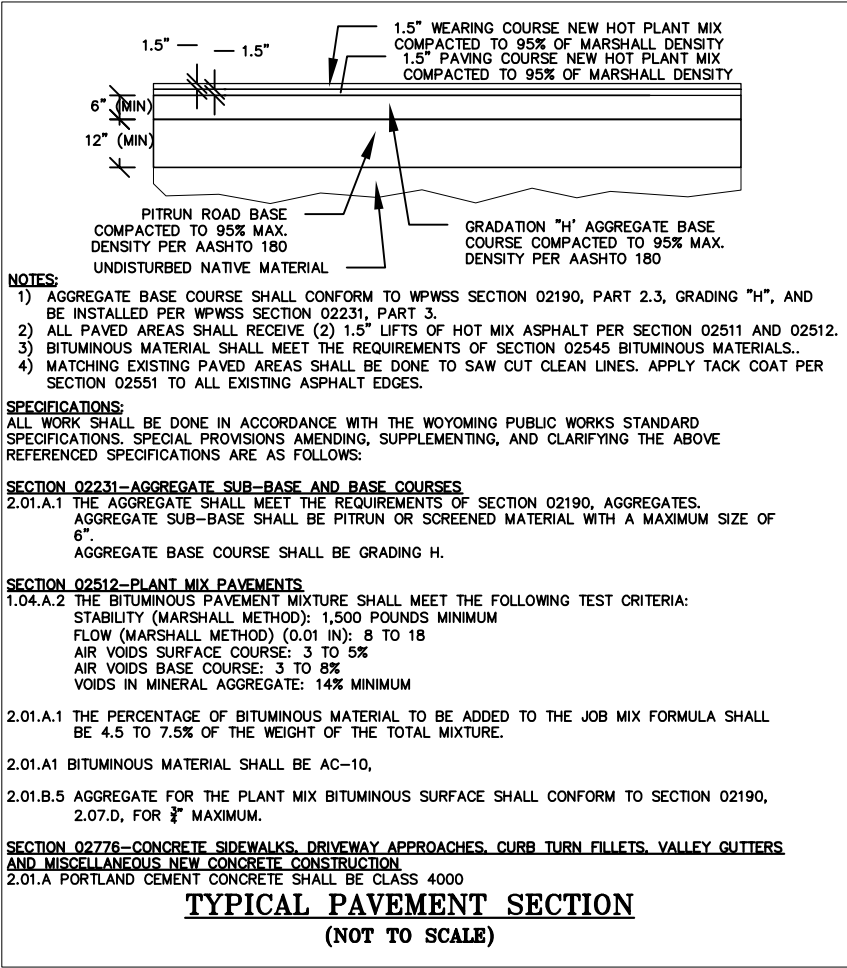
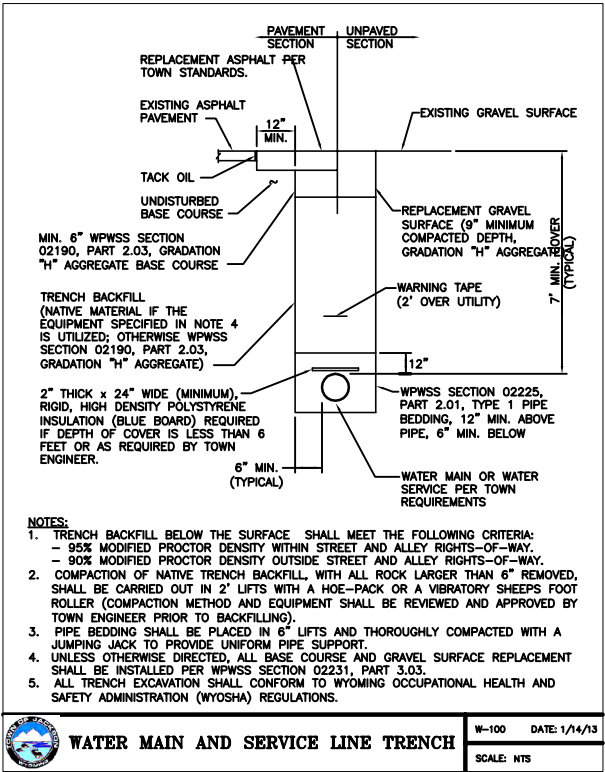
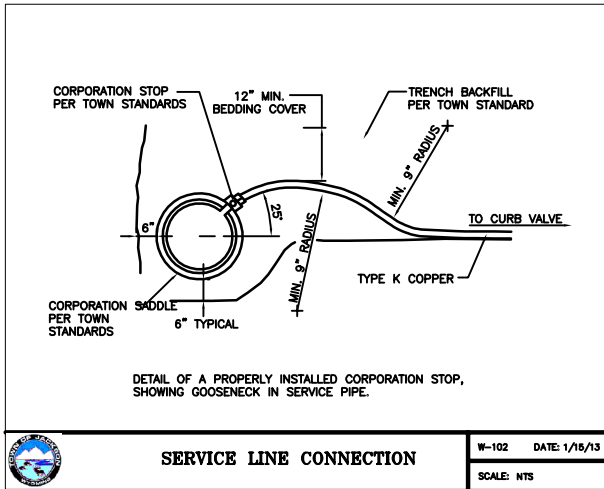
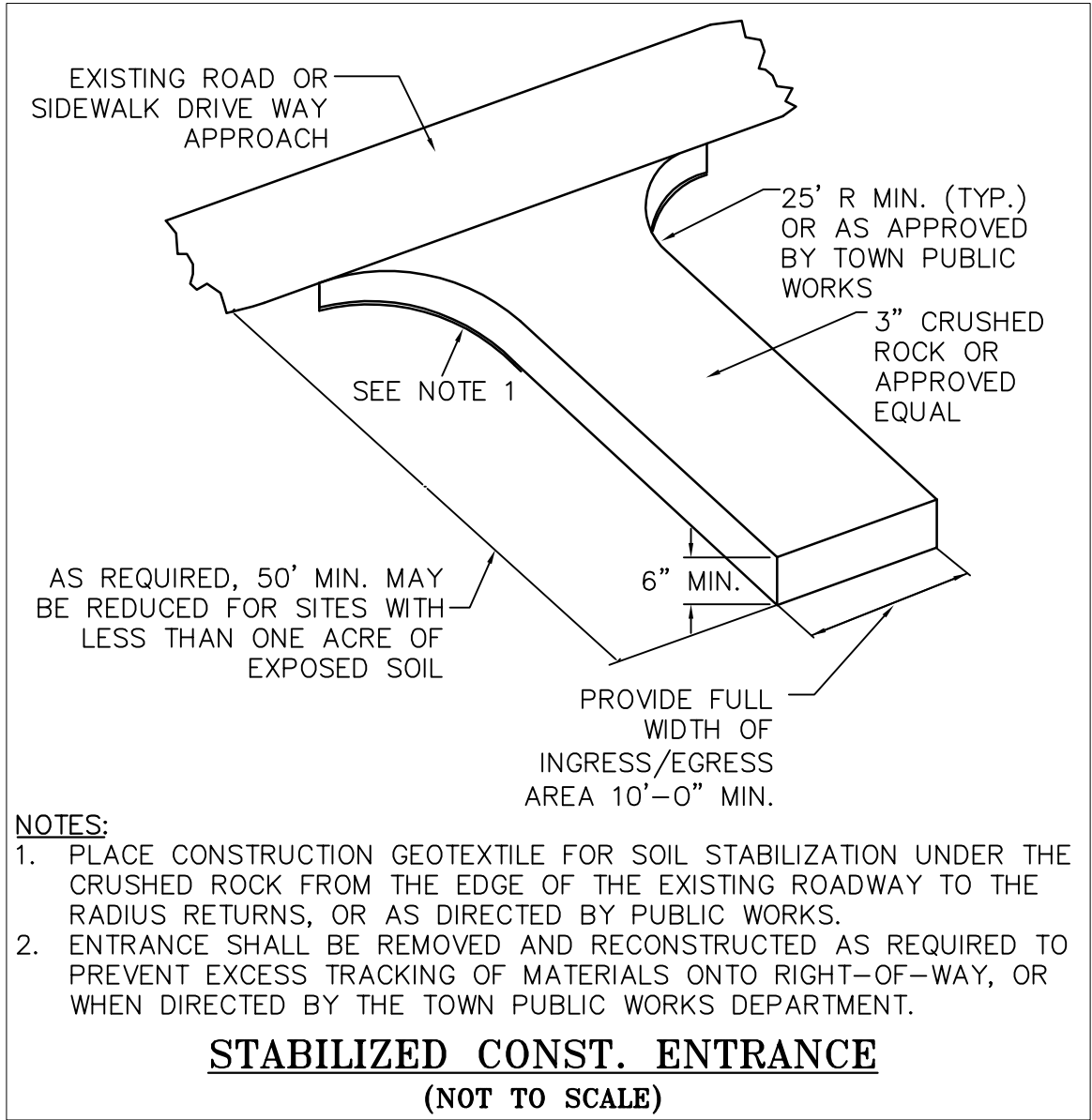


FDP

Date:  
Oct 4, 2017  
Revisions:

# C1.2

CONSTRUCTION  
SITE PLAN



BOX 4119  
JACKSON, WY 83001  
307-733-5697  
FAX 307-733-5761

Bank of Jackson Hole Addition

Jackson Hole, Wyoming  
Utilities

CIVIL ENGINEER:  
Y2 CONSULTANTS, LLC.  
PO BOX 2870  
JACKSON WY  
(307) 733-2909



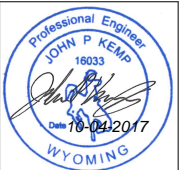
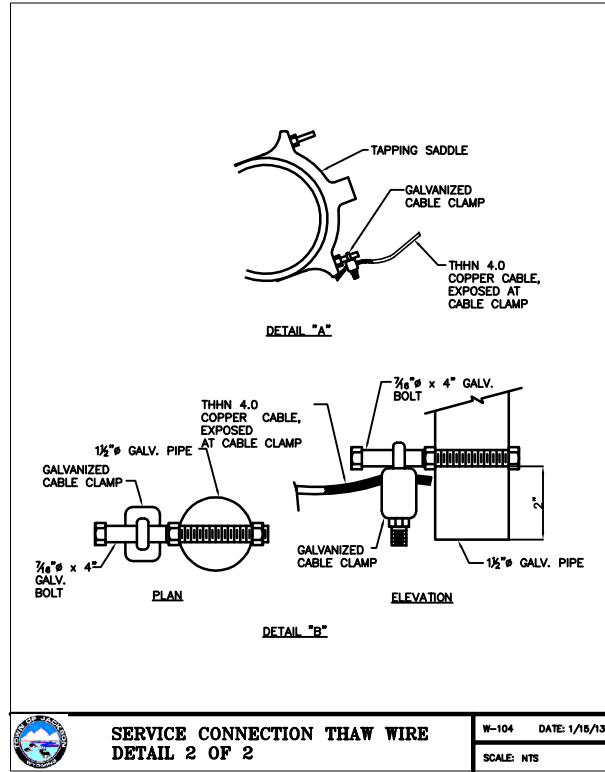
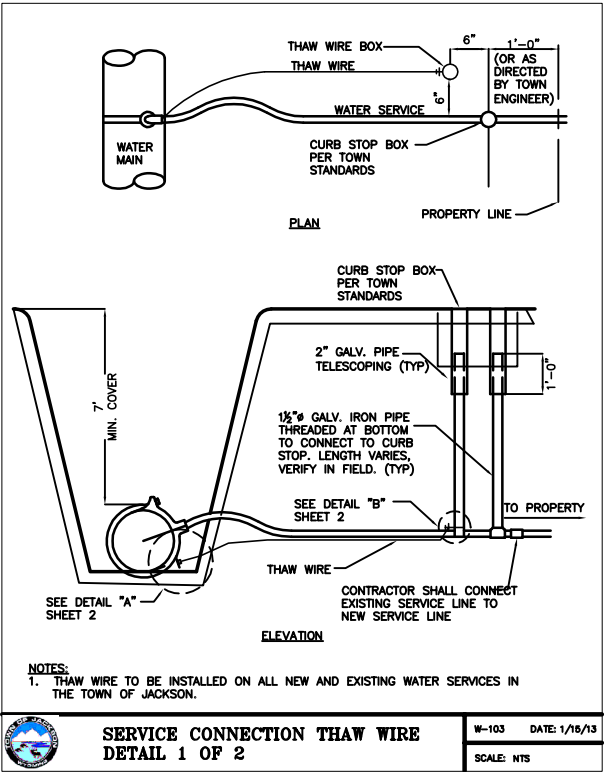
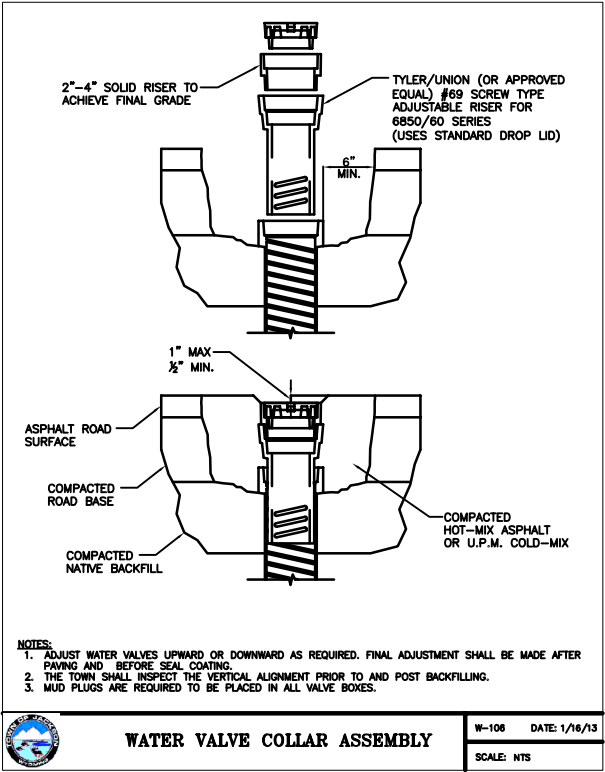
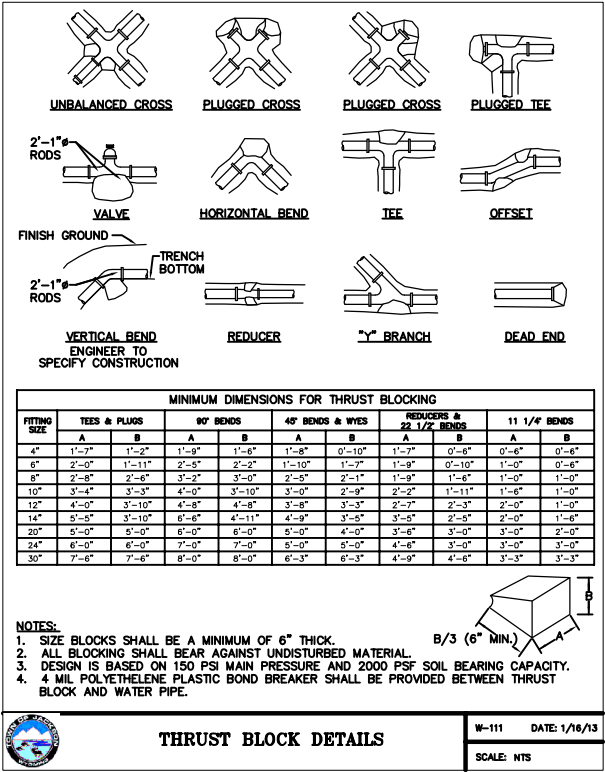
FDP

Date:  
Oct 4, 2017  
Revisions:

C2.0

DETAILS





BOX 4119  
JACKSON, WY 83001  
307-733-5697  
FAX 307-733-5761

Bank of Jackson Hole Addition

Jackson Hole, Wyoming  
Utilities

CIVIL ENGINEER:  
Y2 CONSULTANTS, LLC.  
PO BOX 2870  
JACKSON WY 83001  
(307) 733-2999

Y2 CONSULTANTS

FDP

Date:  
Oct 4, 2017

Revisions:

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

C2.1

DETAILS





POWDERHORN EAST



POWDERHORN SOUTH



POWDERHORN WEST



BOX 4119  
JACKSON, WY 83001  
307-733-5697  
FAX 307-733-5761

BANK OF JACKSON HOLE ADDITION

990 WEST BROADWAY  
JACKSON HOLE, WYOMING

FINAL  
DEVELOPMENT  
PLAN

Date:  
Oct 9, 2017  
Revisions:

A1.1

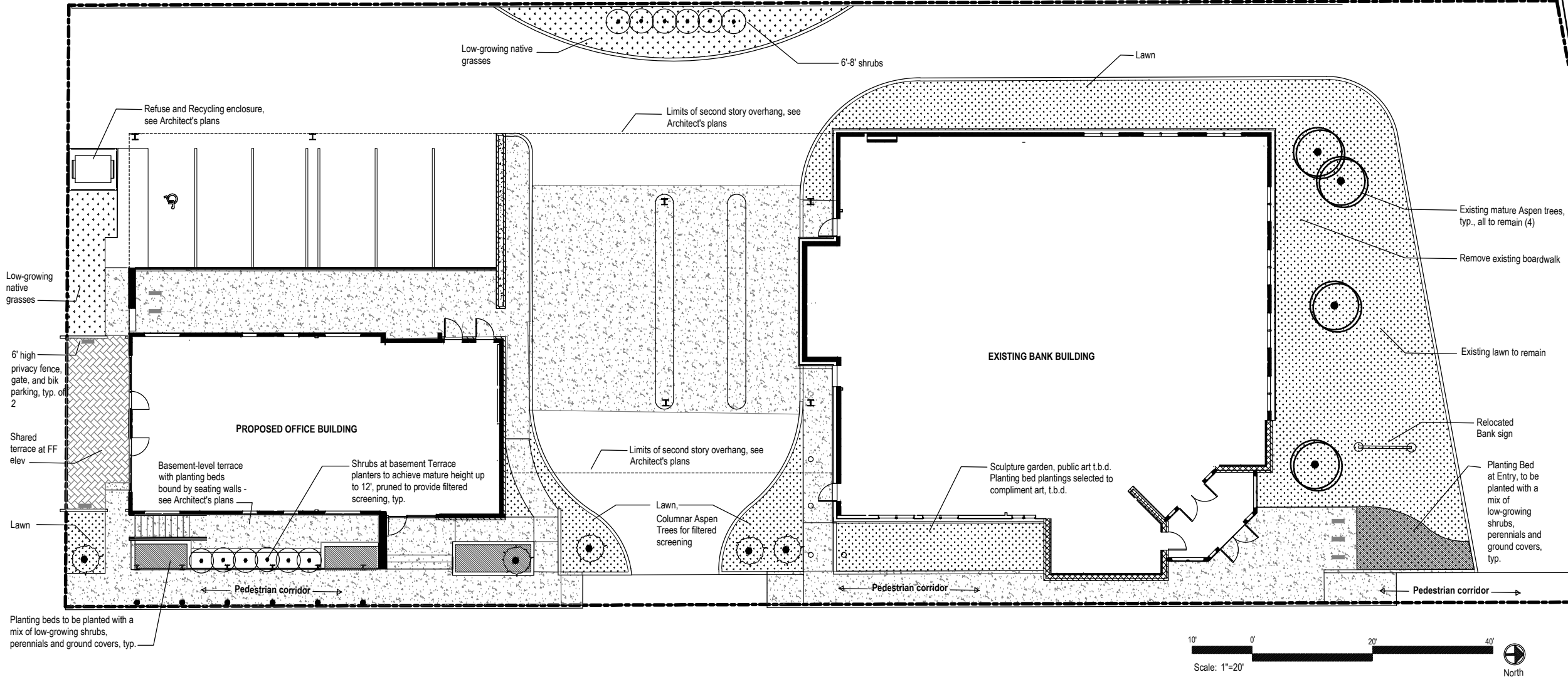
EXISTING  
CONDITIONS  
PHOTOGRAPHS







LAST SAVED: 11/02/2019 10:34 AM BY: PATE PLOT BY: PATE EHRMAN  
F:\2019\16085\_LANDSCAPE\Drawings\16085\_LA\_DEV\_1010108.dwg



## SITE CALCULATIONS

**ZONING DISTRICT:**  
Auto-Urban Commercial - Town

### REQUIRED LSR:

Per PAP# P16-141, 1/24/17 "Comments" pg 7:  
"3. LSR: ... staff recommends a 5% LSR requirements that should be applied to the east side of the building (the public frontage)..."  
**GSA** Lot 990 = 0.31 acres = 13,503.6 sq.ft.  
Lot 988 = 0.14 acres = 6,098.4  
Lot 986 = 0.14 acres = 6,098.4  
25,700.4 sq.ft. gross site area

25,700 sq.ft. x 0.05 = 1,285 sq.ft. LSR required  
**3,892 sq.ft. LSR provided**

### REQUIRED PLANT UNITS:

Landscape requirements pursuant to Section 5.5 LSR Plant Units:  
1 plant unit per 1,000 sq.ft. LSR = 1.2 plant units required

**Parking Lot Requirements** 1 plant unit per 8 parking spaces (non-institutional)  
5 on-site parking spaces = 1 plant units required  
**TOTAL = Three (3) Plant Units Required per Conditions of Approval.**

### NOTE ON EXISTING CONDITIONS:

Lot areas used in the Site Calculations were taken from the Existing Conditions Survey, see Existing Conditions plan.

Lot boundary lines shown hereon are approximate and were taken from the GIS database for Teton County, Wyoming. They are to be used for reference purposes only and are subject to change when the currently ordered full boundary survey is complete, prior to Building Permit submittal.

## LANDSCAPE REQUIREMENTS

### PLANT UNITS REQUIRED PER L.S.R.:

Plant Unit	Quantity of Plant Units	Quant. req'd by Plant Unit	Size and Type of Plant Required	# of Plant Units x quantity for each plant req'd	Plant Cost (each)	\$ Value of plant units
<b>A</b>	<b>3</b>	<b>1</b>	3" caliper canopy tree	3	\$ 370	\$ 1,110
		<b>12</b>	6'-8' tall large shrub or multi-stemmed tree	36	\$ 300	\$10,800
		<b>8</b>	#5 container shrubs	24	\$ 55	\$ 1,320
<b>Landscaping Required =</b>					<b>\$ 13,230</b>	

### PROPOSED PLANTINGS:

			3" caliper canopy tree (existing)	4	\$ 370	\$ 1,480
			" " " "	5	" "	\$ 1,850
	(Alternative)		6'-8' tall large shrub or multi-stemmed tree	12	\$ 300	\$ 3,600
			Planting Beds (10 sq.ft. = 4 ct #5 shrubs)			
			270 sq.ft. planting beds = 73 ct shrubs	108	\$ 55	\$ 5,940
	(Alternative)		Bike Parking (6 bikes = 1 ct 3" cal canopy tree)	1	\$ 370	\$ 370
<b>Landscaping Proposed =</b>					<b>\$ 13,240</b>	

### NOTE:







Owner reserves the right to install additional trees, shrubs and planting beds in future, in order to meet aesthetic and functional requirements.

### LANDSCAPE SURETY:

The cost opinion for good faith execution of the proposed enhancement, including a 25% contingency, is \$16,5357.50.

This surety shall be provided upon request by the Town of Jackson Planning Department, in the form of a performance bond, an irrevocable letter of credit, or by check.

## PLANT SCHEDULE

Symbol	Scientific Name	Common Name	Installed Size and Condition	Quantity	
<b>Trees</b>					
	Populus tremuloides (existing)	Quaking Aspen	3" cal.	4	
	Populus tremula 'Erecta'	Swedish Columnar Aspen	3" cal.	5	
<b>6'-8' Large Shrubs or Multi-Stemmed Tree s</b>					
	Caraga arborescense	Siberian Peashrub	6"-8" B&B	12	
<b>Planting Beds</b>				270 sq.ft.	
	SHRUBS (may include, among others)				
	(sun)	Scandia Juniper	(shade)	Snowberry	
		Goldflame Spirea		Twinberry	
		Alpine Currant		Thimbleberry	
	PERENNIALS, GROUND COVERS, ORNAMENTAL GRASSES (may include, among others)				
	(sun)	Snow In Summer	(shade)	Bleeding Heart	
		Creeping Thyme		Bishop's Weed	
		Daylily		Sweet Woodruff	
	<b>Lawn / Sod Areas</b>				
	Poa Pretensis	Kentucky Bluegrass	Sod	TBD	2,920 sq.ft.
<b>Low-Growing Native Grass Seed</b>					
	Fescue ovina 'Covar	Sheep Fescue	Seed	TBD	503 sq.ft.

## IRRIGATION PLAN

The Existing Bank Building features an automatic underground irrigation system, including backflow preventer and controller.

The existing system shall be tested and verified or modified to be sufficient to serve the existing and expanded Lawn area north and west of the Existing Bank building.

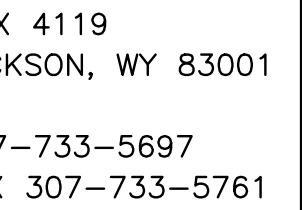
New piping will be installed to bring irrigation water to the Proposed Office Building.

All LAWN areas shall receive pop-up Spray or Rotor irrigation.

All NATIVE GRASS areas shall receive pop-up Spray or Rotor irrigation, until a sustainable grass stand is established.

All PLANTING BEDS, TREES and SHRUBS, shall receive Drip irrigation to supply water directly to their root zones.

No irrigation water will be permitted to spray onto building, sidewalks, or drives.



990 WEST BROADWAY  
JACKSON HOLE, WYOMING

---

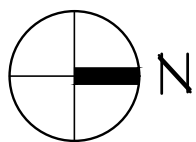
---

---

---

---

## MAIN LEVEL FLOOR PLAN

 $\frac{1}{16}''$



BOX 4119  
JACKSON, WY 83001  
307-733-5697  
FAX 307-733-5761

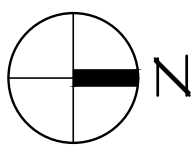
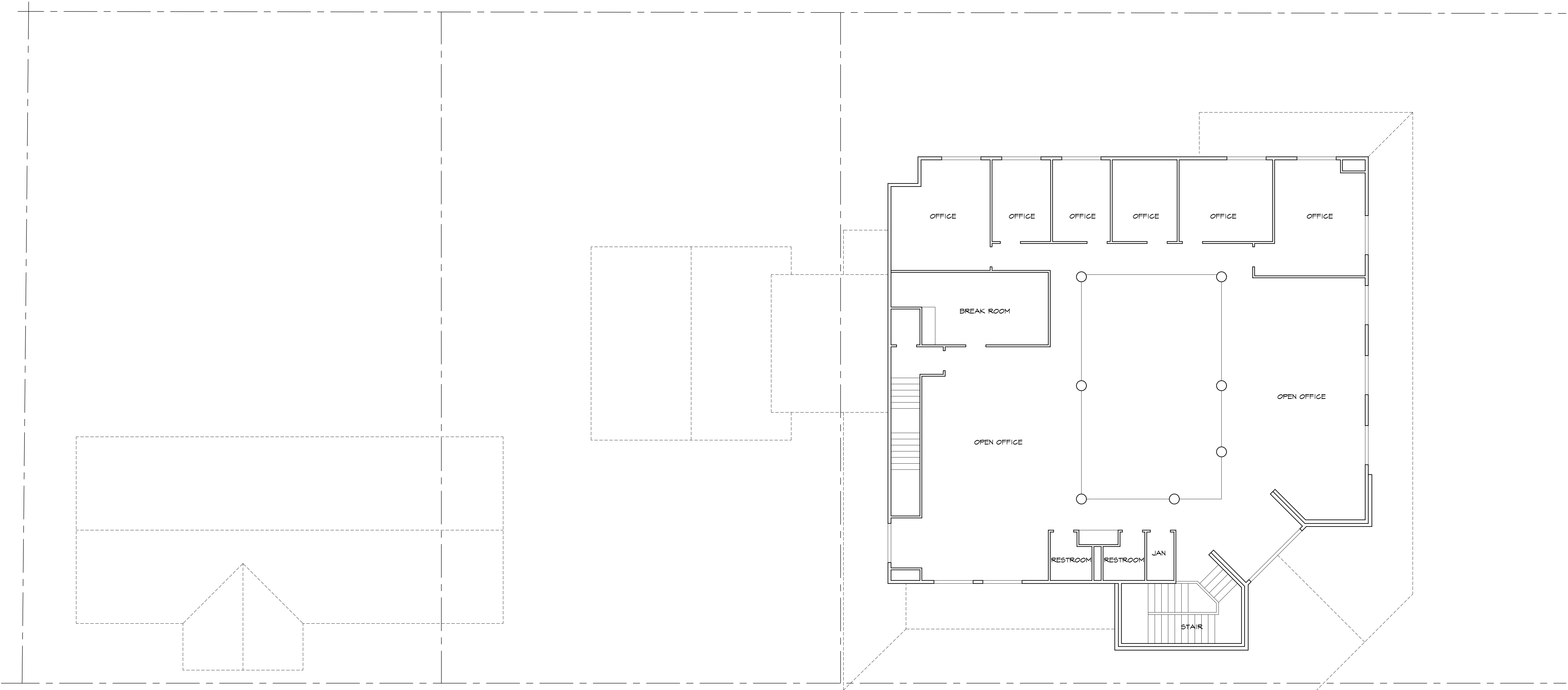
BANK OF JACKSON HOLE ADDITION

990 WEST BROADWAY  
JACKSON HOLE, WYOMING

Date:  
Oct 9, 2017  
Revisions:

A1.3

UPPER LEVEL  
FLOOR PLAN



EXISTING UPPER LEVEL FLOOR PLAN  
1/16"





EXISTING WEST ELEVATION

7/8"



EXISTING SOUTH ELEVATION

7/8"



EXISTING NORTH ELEVATION

7/8"



EXISTING EAST ELEVATION

7/8"



BOX 4119  
JACKSON, WY 83001

307-733-5697  
FAX 307-733-5761

**BANK OF JACKSON HOLE ADDITION**  
990 WEST BROADWAY  
JACKSON HOLE, WYOMING

FINAL  
DEVELOPMENT  
PLAN

Date:  
Oct 9, 2017  
Revisions:

**A1.4**

EXISTING  
ELEVATIONS





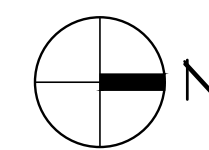
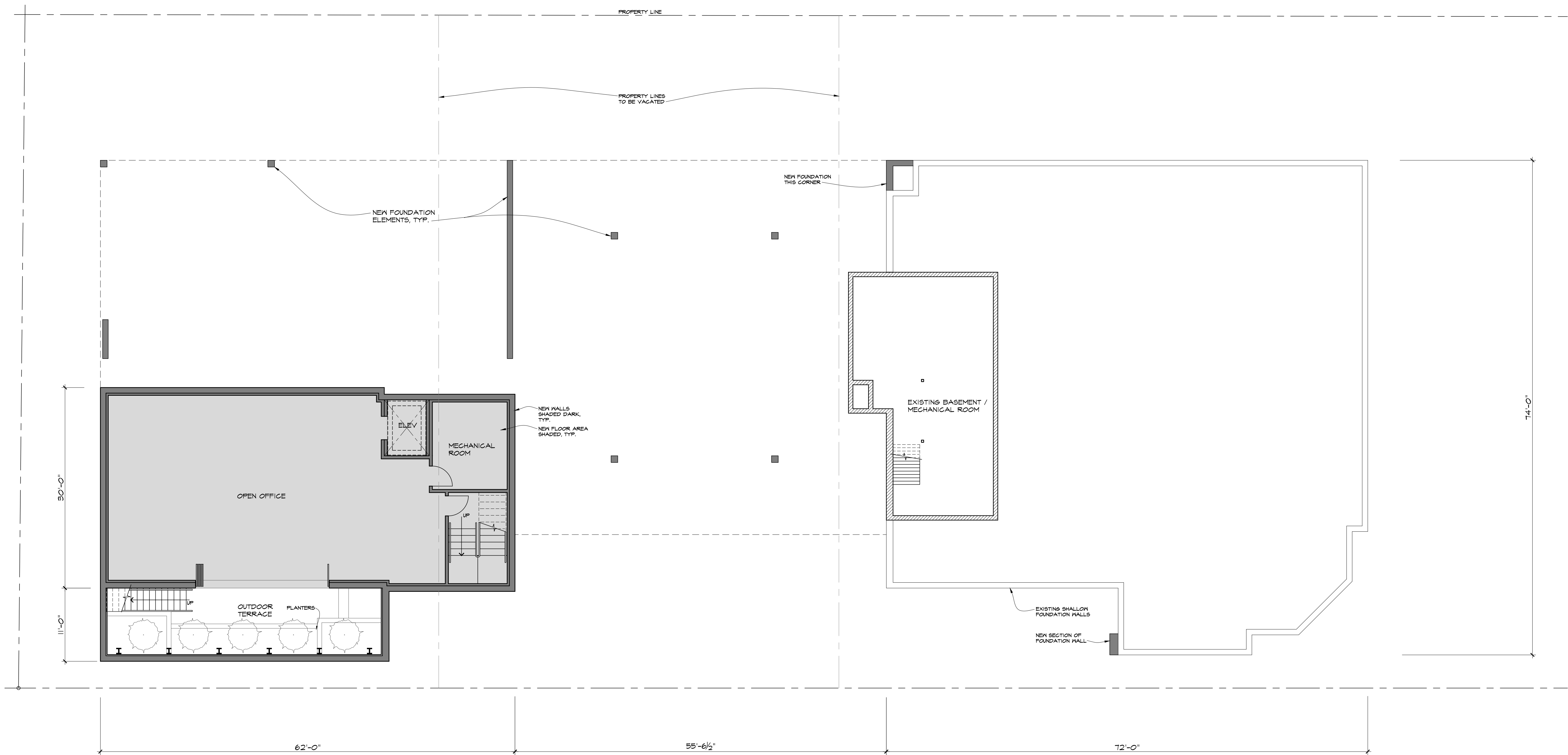
BOX 4119  
JACKSON, WY 83001  
307-733-5697  
FAX 307-733-5761

BANK OF JACKSON HOLE ADDITION

990 WEST BROADWAY  
JACKSON HOLE, WYOMING

Date:  
Oct. 9, 2017  
Revisions:

A2.0  
BASEMENT  
LEVEL FLOOR  
PLAN



BASEMENT LEVEL FLOOR PLAN  
1/16"







BOX 4119  
JACKSON, WY 83001  
307-733-5697  
FAX 307-733-5761

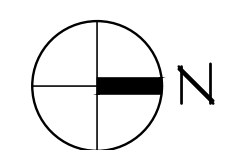
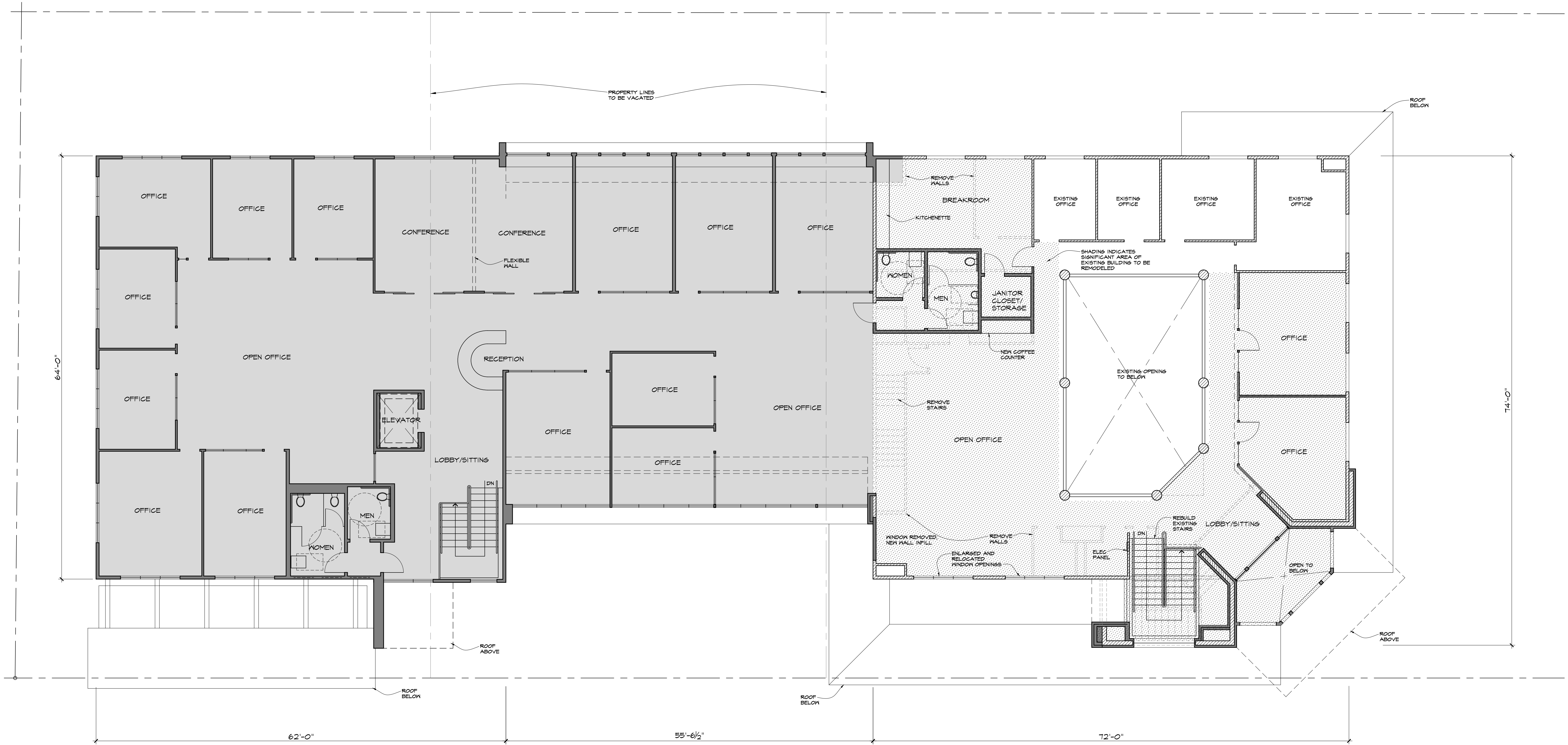
BANK OF JACKSON HOLE ADDITION

990 WEST BROADWAY  
JACKSON HOLE, WYOMING

Date:  
Oct 9, 2017  
Revisions:

A2.2

UPPER LEVEL FLOOR PLAN



UPPER LEVEL FLOOR PLAN  
1/16"



BOX 4119  
JACKSON, WY 83001  
307-733-5697  
FAX 307-733-5761

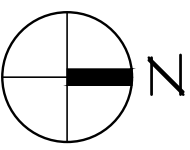
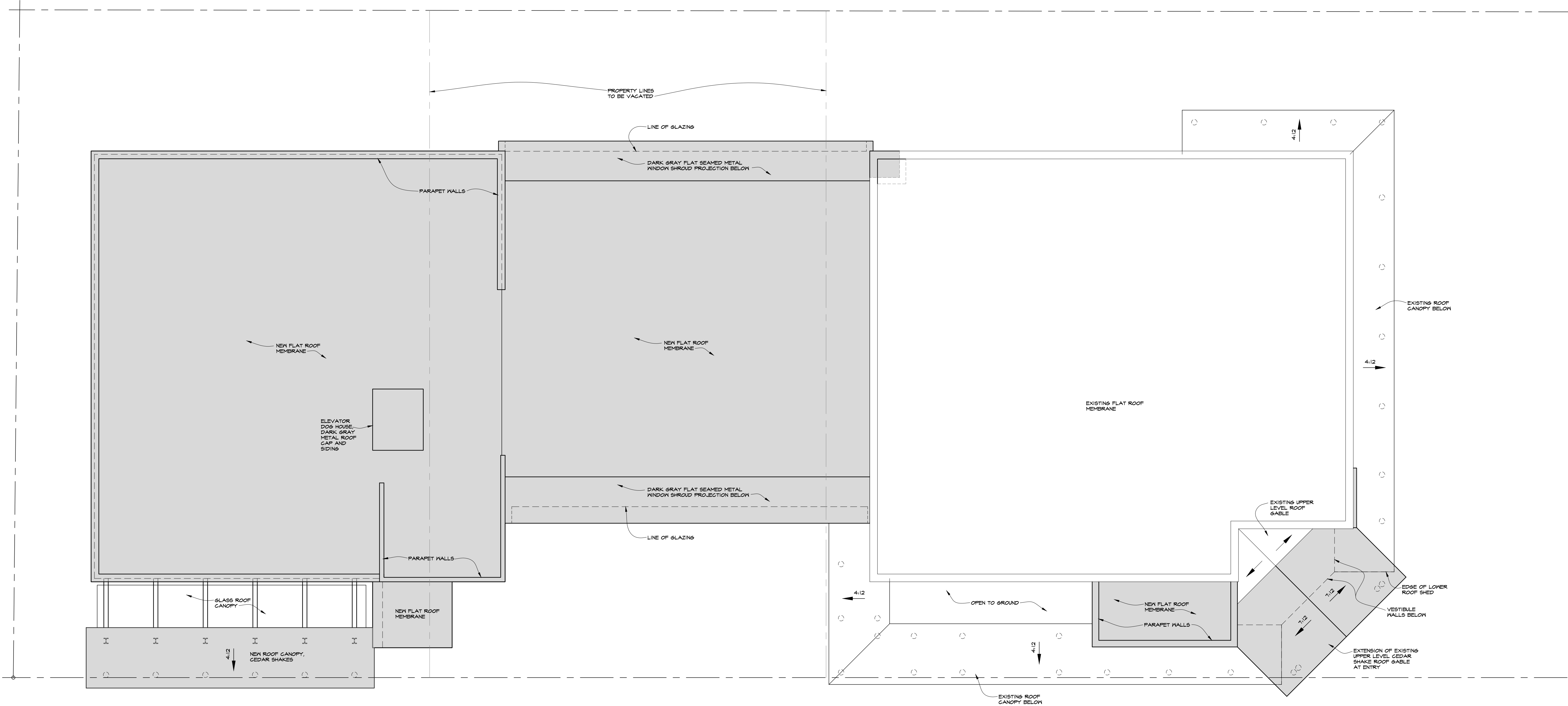
BANK OF JACKSON HOLE ADDITION

990 WEST BROADWAY  
JACKSON HOLE, WYOMING

Date:  
Oct 9, 2017  
Revisions:

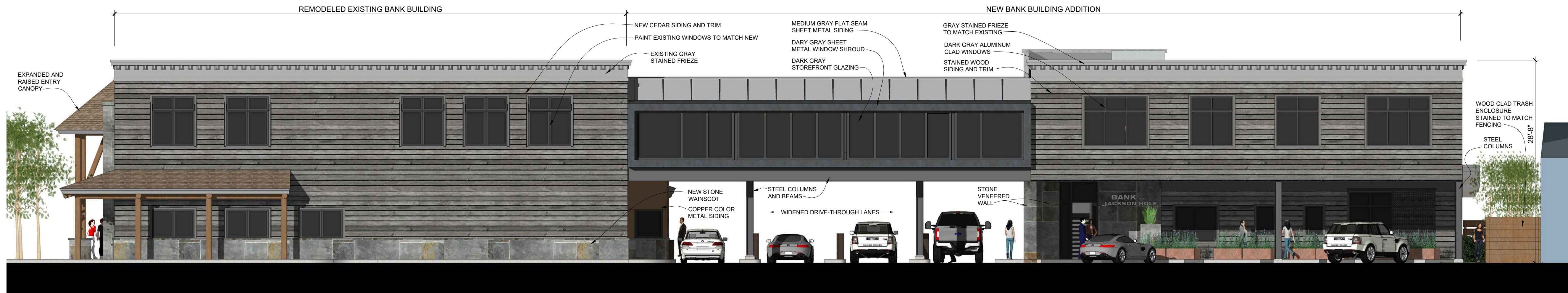
A2.3

ROOF PLAN



ROOF PLAN  
1/16"





WEST ELEVATION

1/16"



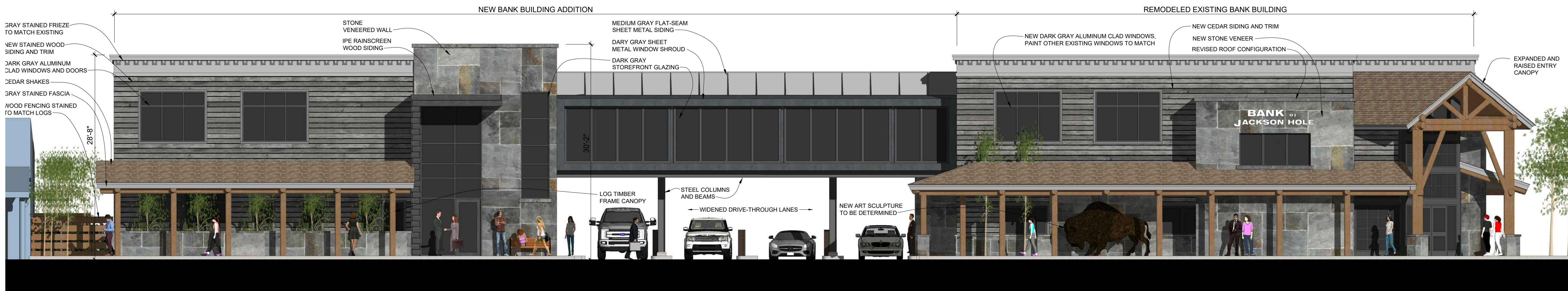
SOUTH ELEVATION

1/16"



NORTH ELEVATION

1/16"



EAST ELEVATION

1/16"



BOX 4119  
JACKSON, WY 83001

307-733-5697  
FAX 307-733-5761

BANK OF JACKSON HOLE ADDITION  
990 WEST BROADWAY  
JACKSON HOLE, WYOMING

FINAL  
DEVELOPMENT  
PLAN

Date:  
Oct 9, 2017  
Revisions:

A3.1

EXTERIOR  
ELEVATIONS





ALLEY ENTRY PERSPECTIVE



NORTHWEST PERSPECTIVE



BASEMENT GARDEN LEVEL PERSPECTIVE



SOUTHEAST PERSPECTIVE



EAST ENTRY PERSPECTIVE



NORTHEAST PERSPECTIVE



BOX 4119  
JACKSON, WY 83001  
307-733-5697  
FAX 307-733-5761

**BANK OF JACKSON HOLE ADDITION**

990 WEST BROADWAY  
JACKSON HOLE, WYOMING

FINAL  
DEVELOPMENT  
PLAN

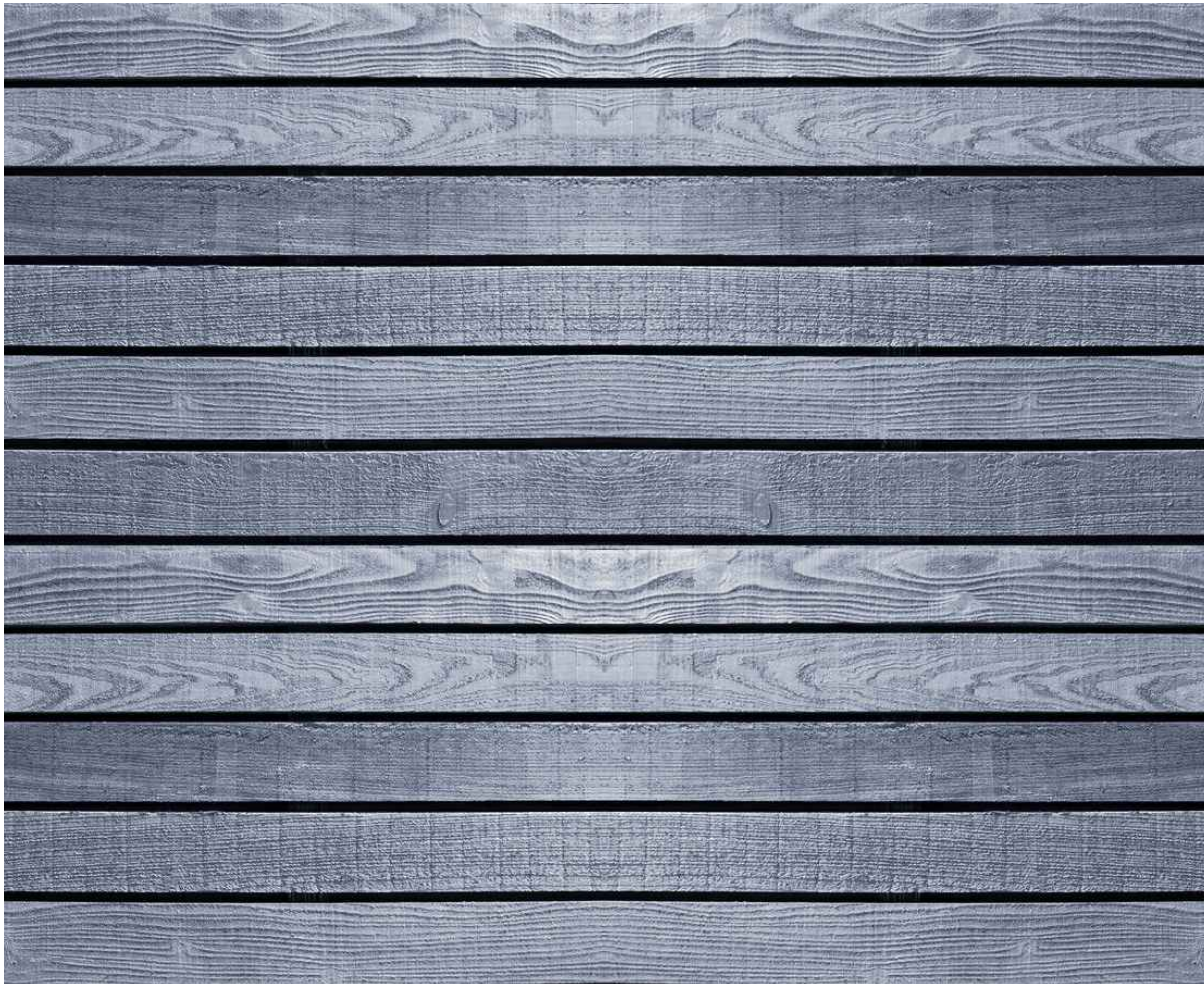
Date:  
Oct 9, 2017  
Revisions:

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

**A3.2**

PERSPECTIVE  
VIEWS





SEMI-TRANSPARENT STAINED RAINSCREEN WOOD SIDING 1X6 CEDAR



LARGE FORMAT NATURAL CLEFT BLUESTONE



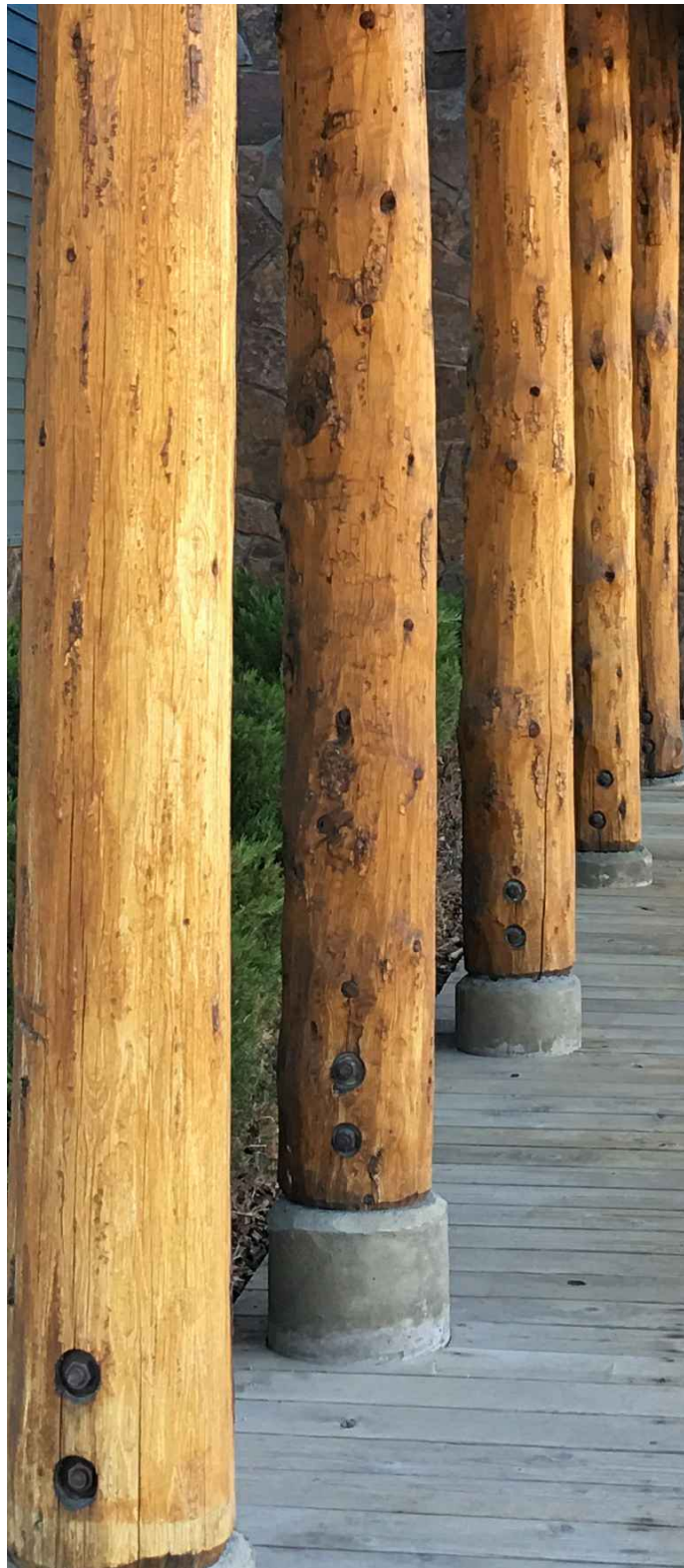
DARK GRAY WINDOW & DOOR CLADDING



LIGHT GRAY SOLID BODY STAINED FASCIA & FLAT SEAM METAL SIDING



CEDAR SHAKE ROOF AT CANOPIES, OILED TO MAINTAIN BROWN TONES



NATURAL LOGS TO MATCH EXISTING



FLAT SEAM PATINAD METAL CLADDING WINDOW SHROUDS



2x10 STAINED IPE RAINSCREEN MATERIAL AND CORNER DETAIL AT NEW BUILDING ENTRY CANOPY



BOX 4119  
JACKSON, WY 83001  
307-733-5697  
FAX 307-733-5761

**BANK OF JACKSON HOLE ADDITION**

990 WEST BROADWAY  
JACKSON HOLE, WYOMING

FINAL  
DEVELOPMENT  
PLAN

Date:  
Oct 9, 2017  
Revisions:

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

**A3.3**

PROPOSED  
MATERIALS





# TOWN OF JACKSON

## TOWN COUNCIL

### AGENDA DOCUMENTATION

**PREPARATION DATE:** JANUARY 12, 2018  
**MEETING DATE:** JANUARY 16, 2018

**SUBMITTING DEPARTMENT:** TOWN ATTORNEY  
**PRESENTER:** AUDREY COHEN-DAVIS

**SUBJECT:** PETITION TO VACATE ALLEY SITUATED ADJACENT TO AND BETWEEN BLOCK 4 OF THE CLUB HOUSE ADDITION TO THE TOWN OF JACKSON AND BLOCK 1 OF THE VAN VLECK SECOND SUBDIVISION TO THE TOWN OF JACKSON

**PROPERTY OWNER:** JACKSON STATE BANK (ARTHUR BARBOUR, WELLS FARGO)

**REPRESENTATIVE:** JIM WALTER, CRYSTAL CREEK CAPITAL REAL ESTATE ADVISORS

*[NOTE: This item is scheduled for a workshop discussion on January 16, 2018. Once the Council is ready to take action, the item will be scheduled for a Council hearing for initial approval, which could be later that evening at the earliest or at another future hearing.]*

#### STATEMENT/PURPOSE

For Town Council to consider a request to vacate a 2,350 square foot alley owned by the Town located off of Deloney Avenue between Center Street and King Street as more particularly described in the legal description and map hereto.

#### BACKGROUND/ALTERNATIVES

Crystal Creek Capital Real Estate Advisors, LLC, ("CCCREA") has petitioned the Town for the vacation of an alley owned by the Town located off of Deloney Avenue between Center Street and King Street as more particularly described in the legal description and map attached hereto. The petitioner, CCCREA, has entered into a Purchase and Sale Agreement with Wells Fargo for the property addressed as 112 Center Street and 165 East Deloney. The intended portion of the alley to be vacated would consist of approximately 2,350 square feet (10' in width x 235' in length). Petitioner believes that the dead-end alley is substandard for safe two-way traffic circulation and lacks a safe turn-around area for emergency and other vehicles. In addition, Petitioner believes that the existing sewer, power, gas, telephone, utilities in the alley can be relocated to the benefit of both the public and Petitioner. Further, Petitioner believes that by providing the proposed alternative 20' wide access easement (as shown in Exhibit C to Petition) to the Town and all affected property owners that such vacation would not be detrimental to the Town of Jackson or its residents in any way and would not abridge or destroy any rights and privileges of property owners or the public that use the alley for access. (See Petition at ¶ 17).

As illustrated in Exhibit B to the Petition, three (3) different entities own property adjacent to the alley at issue: CCCREA borders the entire eastern boundary of the boundary of the alley and the majority of the western boundary of the alley; Wells Fargo borders a portion (i.e., the first 50 feet) of the western boundary of the alley; and the Town of Jackson owns the parcel that borders the northern boundary of the alley. Per the Petition at ¶ 11, Wells Fargo has executed this Petition and has agreed to provide Quitclaim Deeds to quitclaim any right, title and interest in and to the alley to CCCREA. The Petitioner is also requesting the Town of Jackson, per Petition at ¶ 9, to quitclaim any right, title and interest in and to the alley to



CCCREA with the Town's approval of this Petition. In addition, Pebble Creek, LLC who owns the property north of the Wells Fargo Property at 172 Center Street and uses the alley for access (see Petition at ¶ 8), has executed this Petition and has agreed to provide a Quitclaim Deed to quitclaim any right, title and interest in and to the alley to CCCREA. Finally, Gray Crane Studios, L.C. who owns the property north of the Wells Fargo Property at 176 Center Street that uses the alley for access (see Petition at ¶ 10) has not executed this Petition, but according to the Petition has agreed to provide a Quitclaim Deed to quitclaim any right, title and interest in and to the alley to CCCREA.

Per the Petition at ¶ 13 and 14, the buried telephone lines owned by Silver Star Telephone Company, Inc. and the buried gas lines owned by the Wyoming Gas Company located in portion of the alley will be relocated, as necessary, and all of their rights protected with no interruption in service if the vacation is approved.

Additionally, per the Petition at ¶ 16, CCCREA agrees that in exchanging historic access for the updated access described in the Petition, CCCREA will pay the Town the amount by which (a) the appraised value of the existing Alley is greater than (b) the appraised value of the alternative access it has agreed to provide upon and across the Wells Fargo Property (such amount, the "Cash Payment"). In the event the appraised value of the alternative access proves to be greater than the value of the existing alley, the Town would not make any payment to CCCREA. The comparative valuations would be provided by Rocky Mountain Appraisals. Additionally, in connection with provision of the alternative access described in this Petition, the Town would be relieved of all future costs related to the maintenance of the Alley and the utility infrastructure located in the alley easement. Petitioner requests, however, that in the event the Cash Payment payable by CCCREA pursuant to the foregoing formula exceeds \$30,000, CCCREA be granted the option to withdraw this Petition.

If the 2,350 square foot alley is vacated, once transferred the applicant will be receiving approximately 4,300 square feet of additional development potential based on a 1.83 FAR for the Town Square (TS) District.

### STAFF ANALYSIS

The Town Planning Director has the following comments:

- **Procedural Background:** This alley vacation request is directly related to CCCREA's proposed hotel redevelopment project at 112 Center Street and 165 East Deloney that is currently under review by the Town. The Council approved a Sketch Plan for this project on April 17, 2017, that includes a 98-room hotel, restaurant, retail space, and employee housing. The Council is scheduled to hear the final Development Plan application on February 5, 2018. Whether the requested alley vacation is approved or not will have a significant impact on the design and function of the proposed project. The issue of the alley vacation is being presented to the Council in advance of the Development Plan because staff thought doing so would provide the Council a helpful opportunity to discuss and focus on some of the complexities of the alley vacation in preparation for the Council's review of the Development Plan. However, it is up to the Council whether it chooses to act on the alley vacation before the Development Plan or at the same time.
- **General Comments:** The existing 10' alley is substandard because it does not meet the 20' minimum width for alleys. Consequently the alley provides only a single lane of travel and so does not provide safe two-way travel. Also, because the alley is a dead-end it does not have a compliant turn-around for emergency and other vehicles. While vehicles have historically been able to enter and exit the alley area behind the Wells Fargo building, this has largely been because the area has few buildings and is lightly used. This informal situation has been enabled by Wells Fargo

allowing cars to drive over their private property to maneuver through the site as needed. This informal system can only work while Wells Fargo voluntarily allows it to continue and does not redevelop in a way that uses the area immediately surrounding the alley as is their right to do. And now that the Wells Fargo site has already received Sketch Plan approval for a large hotel and mixed-use project, the informal alley access will no longer be feasible and so a long-term solution must be found. It should be mentioned too that the Town has actively tried to maintain the possibility of a future alley connection from the Wells Fargo site north to Gill Street (e.g., the reserved 20'-wide alley in the recently approved Gayle Building). Approval of the alley vacation should not negatively impact that goal.

- From a planning perspective, and in consideration of the proposed hotel project on the site, the Planning Director has the following specific comments:
  - Benefits of the alley vacation:
    - believes that the approval of the alley vacation would have the following benefits:
    - It would provide a guaranteed and compliant 20'-wide access for all users that is not currently provided by the 10-wide alley;
    - It would divert traffic from Deloney Avenue to King Street which would alleviate some of the traffic congestion closer to the Town Square;
    - The proposed access would be largely covered and so protected from snow and other elements;
    - The property owner would pay for the construction and long-term maintenance of the new alley access, saving the Town money in the long term;
    - The proposed access easement will improve pedestrian access and safety by providing a 5-foot separated sidewalk in addition to the 20'-wide travel lanes.
  - Concerns with the alley vacation:
    - In general, alleys that are straight are more efficient and easier to use than alleys with a 90-degree turn as proposed;
    - The covered entrance into the proposed access easement might confuse the public because it looks like a private entrance into the hotel and not a public access. This is why staff proposes a condition that requires the applicant to provide clear signage to alert the public that this is a public alley.
    - It should be clarified whether the 5' sidewalk is included in the proposed access easement or not. This would appear not to be the case based on submitted materials.

Should the Town Council choose to vacate this alley, the Planning Director proposed the following condition:

1. That the applicant shall install a sign on the King Street access easement entrance that clearly states that the alley easement is open to all public access similar to any other Town alley.

The Public Works Department and the Town Engineer made the following comments on December 21, 2017:

“We have reviewed the November 22, 2017 application for the vacation of an alley situated adjacent to and between Block 3 of the Club House Addition to The Town of Jackson and Block 1

of the Van Vleck Second Subdivision to the Town of Jackson, all in Teton County Wyoming. Commonly known as the Wells Fargo or Center Street Alley.

#### CONDITIONS OF APPROVAL

The following conditions of approval should be addressed and if found to be unreconcilable or consequential enough to warrant denial they shall be considered conditions for denial.

The following portions of the petition do not appear to be accurate or consistent and should be considered, and if required amended as required by the legal department:

1. Article 9:  
The Town Property does border alley to the north and should be shown on Exhibit B, as well as all other properties in the proximity.
2. Article 10:  
Gray Crane Studios LLC does not benefit from the “Town Access Grant” between the Town and Pebble LLC.
3. Article 12:  
It is not definitive that the public does not use the existing alley. Once a through way to the north is established public access could be more prevalent.
4. Article 14:  
Pertaining to the Wyoming Gas Company references the “telephone line” and not the “gas line”
5. Article 16:  
Language allowing the Town the right to get a second appraisal if it is not satisfied with the Rocky Mountain Appraisal should be considered for addition.
6. Article 17:  
Consideration of snow removal from the Town and Pebble LLCs should be considered as part of the applicant’s responsibility into the future. This would allow them control of equipment used and timing, so long at the level of service is consistent with the existing level of service.
7. Applicant shall provide additional information regarding the design vehicle used for the delivery truck maneuvering exhibit and confirm that the area shown is the maximum traveled way of the vehicle including overhang.
8. Applicant shall provide additional drawings and renderings that document the access space in three dimensions, such that a clear understanding of the finished conditions can be ascertained.
9. The proposed future access shall benefit the public, including pedestrians and non-motorized access. Additional, easement may be required to accommodate pedestrians on the proposed sidewalk.
10. The access shall be clearly signed indicating that the access is public.
11. The sewer proposed for abandonment in addition to serving the Wells Fargo Properties, also serves as an overflow for the sewer when blockages occur at the intersection of



Deloney and King. The applicant should work with the Town to reconfigure the sewer at the intersection of Deloney and King to eliminate the blockage that occurs due to higher flows from the east.”

### LOCATION

The subject property is described as of the alley located between Lots 1-5 of Block 3 of the Club House Addition to the Town of Jackson, and Lots 8, 9 of Block 1 of the Van Vleck Addition to the Town of Jackson. An aerial photo is attached hereto in Exhibit B of the Petition showing the general location of the proposed site.

### ALIGNMENT WITH COUNCIL’S STRATEGIC INTENT

Town Council shall determine whether the proposed vacation is consistent with Council’s strategic intent.

### ATTACHMENTS

- Petition to Vacate Alley and Exhibits A-C attached thereto.

### FISCAL IMPACT

Should the Council choose to vacate this alley as proposed, the Town would need to await the results of an appraisal before the amount of the consideration, if any, would be determined. If the appraisal determines that the fair market value of the proposed 20’ access easement is equal to the value of the existing 10’ wide alley, then no additional consideration would be provided to the Town by the Petitioner. If the fair market value of the proposed access easement is greater than the existing alley, then the Petitioner would pay the difference up to a maximum of \$30,000 — i.e., if the difference is greater than \$30,000 then the Petitioner would be allowed to withdraw this Petition. The Town would also be relieved of all future costs related to the maintenance of the alley and the utility infrastructure therein.

### STAFF IMPACT

Based upon Council direction, the Town Attorney would prepare an ordinance for presentation at a future meeting for the proposed vacation of the alley.

### LEGAL REVIEW

Pursuant to W.S. § 15-4-305 (formerly § 15-4-242), “The governing body has the exclusive power and, by ordinance, *may* vacate any highway, street, lane or alley, or portion thereof. No vacation may be ordered except upon petition of a majority of the owners owning a majority of the property abutting the portion proposed to be vacated and extending three hundred (300) feet in either direction from the portion proposed to be vacated. The city or town *may* demand and receive the value of the land vacated as consideration for the vacation.” (emphasis added).

A majority of the property owners have executed the Petition. Moreover, the Petitioner has proposed “value” of the land to be determined by a future appraisal but that the consideration be capped in the amount of \$30,000.00 with the option to withdraw the Petition if that amount is exceeded. In exchange for the vacation of the subject alley and the Town would be relieved of all future costs related to the maintenance of the alley and any on-site utility infrastructure. So, the Petition is within the confines of state statutes and the Council may choose whether or not to vacate the alley, and may demand and receive value.

Any “value” for the alley proposed for vacation would have to be determined by the Town Council prior to preparing an ordinance vacating the alley.

## RECOMMENDATION

In the event the Town Council wishes to vacate the alley, Staff recommends the one condition of approval from the Planning Director, the 11 conditions of approval from the Town engineer, and consideration to the Town for the value of the land vacated.

## SUGGESTED MOTION

Based upon the finding that the public will be benefited by the vacation of the alley located between Lots 1-5 of Block 3 of the Club House Addition to the Town of Jackson, and Lots 8, 9 of Block 1 of the Van Vleck Addition to the Town of Jackson, and that consideration will be provided for the value of the land vacated, I move to approve the vacation of that portion of the alley with the 12 conditions as presented above in this staff report.

---

## Synopsis for PowerPoint (120 words max):

### Purpose:

For Town Council to consider a request to vacate a 2,350 square foot alley (10' in width x 235' in length) owned by the Town located off of Deloney Avenue between Center Street and King Street as more particularly described in the legal description and map hereto.

### Background

Chrystal Creek Capital Real Estate Advisors, LLC, has petitioned the Town for the vacation of an alley owned by the Town located off of Deloney Avenue between Center Street and King Street as more particularly described in the legal description and map attached hereto. The petitioner, CCCREA, has entered into a Purchase and Sale Agreement with Wells Fargo for the property addressed as 112 Center Street and 165 East Deloney.

Wells Fargo has executed this Petition and has agreed to provide Quitclaim Deeds to quitclaim any right, title and interest in and to the alley to CCCREA. If approved, the Town would provide Quitclaim Deeds to quitclaim any right, title and interest in and to the alley to CCCREA. In addition, Pebble Creek, LLC and Gray Crane Studios, L.C. who own properties that use the alley for access have executed this Petition and have agreed to provide Quitclaim Deeds to quitclaim any right, title and interest in and to the alley to CCCREA.

### Fiscal Impact:

Should the Council choose to vacate this alley, the Town would be paid up to a maximum of \$30,000 as consideration for the vacation and be relieved of all future costs related to the maintenance of the vacated alley and proposed new 20' access easement.



# THE CENTER STREET PROJECT

112 Center Street and 165 East Deloney Avenue

## Petition to Vacate Alley

November 17, 2017





# Crystal Creek Capital Real Estate Advisors, LLC

---

P.O. Box 844 | 275 Veronica Lane, Suite 300 | Jackson, Wyoming 83001 | Telephone 307-733-4733

Paul Anthony  
Principal Planner  
Town of Jackson  
P.O. Box 1687  
Jackson, WY 83001

## Petition to Vacate Alley

November 17, 2017

Paul,

Please accept this Alley Vacation Petition. The subject property is legally described as that 10-foot-wide alley running north and south, 235 feet more or less, and being adjacent to the easterly property line of Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5, Block 3 of Club House Addition to Jackson, Plat no. 108. The one-way alley bisects the redevelopment project located at 112 Center Street and 165 East Deloney Avenue properties. A separate Development Plan and Conditional Use Permit application has been submitted following an unanimously approved Sketch Plan for redevelopment of the site. Crystal Creek Capital proposes to purchase and develop the alley as part of the redevelopment. The existing alley is too narrow to provide functional access and fails to comply with Fire Department access requirements. If vacated, the alley will be replaced with a functional and improved easement that provides two-way traffic and complies with all fire department requirements.

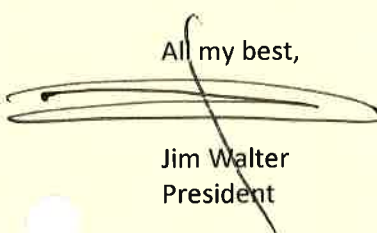
### Key Elements to the Petition to Vacate:

- The current alley is not fire department accessible. The site redevelopment will include a developed roadway that will provide critical fire department access to the area.
- The current 10-foot-wide one-way alley will be replaced with a 20-foot-wide roadway.
- Site redevelopment includes a 5-foot pedestrian path providing a safe pedestrian walkway.
- The existing overhead power lines in the existing alley will be relocated and buried at the expense of Crystal Creek Capital.

The details and supporting materials to the petition are contained herein. We thank you for your guidance throughout this process and we look forward to working with you, your co-workers, and our elected officials in the coming months.

If you have any questions along the way, please feel free to contact me at your convenience.

All my best,



Jim Walter  
President

# Table of Contents

**PLANNING APPLICATION**

**PETITION TO VACATE**

**APPENDIX**

**EXHIBIT A - Legal Description of Alley**

**EXHIBIT B - Existing and Proposed Access Comparison**

**EXHIBIT C - Access**

Neighboring Vehicle & Pedestrian Access

Firetruck Access

**EXHIBIT D - Utility Relocation**

Civil Drawing Set

**EXHIBIT E – Email regarding alley from Fire Marshall**



**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](http://www.townofjackson.com)

***For Office Use Only***

Fees Paid \_\_\_\_\_  
Check # \_\_\_\_\_ Credit Card \_\_\_\_\_ Cash \_\_\_\_\_  
Application #s \_\_\_\_\_

**PROJECT.**

Name/Description: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Lot, Subdivision: \_\_\_\_\_ PIDN: \_\_\_\_\_

**OWNER.**

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

**APPLICANT/AGENT.**

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

**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  
X Petition to Vacate Alley



**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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

## LETTER OF AUTHORIZATION

Wells Fargo Bank, N.A.

, "Owner" whose address is: c/o Corporate

Properties Group, 333 Market Street, 11th Floor, MAC #A0109-112, San Francisco, CA 94105 Attn: Mr. Arthur Barbour

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

\_\_\_\_\_, as the owner of property  
more specifically legally described as: 112 Center Street and 165 East Deloney Avenue,  
Town of Jackson, Wyoming 83001

(If too lengthy, attach description)

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

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

OWNER: Wells Fargo Bank, N.A.

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

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: Arthur Barbour V.P.

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

STATE OF California )

)SS.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by Arthur Barbour this \_\_\_\_\_ day of  
\_\_\_\_\_, 200\_\_\_\_\_.

WITNESS my hand and official seal.

(Seal)

(Notary Public)

My commission expires:

please See Attached



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of San Francisco )  
 On November 23, 2016 before me, Vanessa Corcuchia, Notary Public  
 Date Here Insert Name and Title of the Officer  
 personally appeared Arthur Barbour  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

BEFORE THE MAYOR AND TOWN  
COUNCIL TOWN OF JACKSON,  
WYOMING

IN THE MATTER OF A PETITION BY

CRYSTAL CREEK CAPITAL REAL ESTATE ADVISORS, LLC,  
A WYOMING LIMITED LIABILITY COMPANY,  
PETITIONER,

FOR VACATION OF AN ALLEY SITUATED ADJACENT TO AND BETWEEN  
BLOCK 3 OF THE CLUB HOUSE ADDITION TO THE TOWN OF JACKSON AND  
BLOCK 1 OF VAN VLECK SECOND SUBDIVISION TO THE TOWN OF JACKSON,  
ALL IN TETON COUNTY, WYOMING

**PETITION TO VACATE ALLEY**

COMES NOW the undersigned Petitioner, pursuant to Wyoming Statue 15-4-305, and hereby petitions and requests that an alley located within the boundaries of the Town of Jackson be vacated, and hereby states and alleges as follows:

1. Petitioner, Crystal Creek Capital Real Estate Advisors, LLC (“CCCREA”), is a Wyoming limited liability company organized and existing under the laws of the State of Wyoming and doing business primarily in the Town of Jackson, Wyoming. The President of CCCREA is James D. Walter.

2. Wells Fargo Bank, N.A., a national banking association (“Wells Fargo”), is the owner of fee title to the property commonly identified as 112 Center Street and 165 East Deloney Avenue in the Town of Jackson, Wyoming, as the same is more particularly described on Exhibit A attached hereto (the “Wells Fargo Property”). Wells Fargo is also the owner of, and plans to retain ownership of, fee title to the property commonly identified as 110 Center Street in the Town of Jackson, Wyoming (the “Retained Wells Fargo Property”).

3. Petitioner, CCCREA, has entered into a Purchase and Sale Agreement with Wells Fargo, pursuant to which it has the legal right to purchase the Wells Fargo Property on the terms and conditions set forth in the Purchase and Sale Agreement. The foregoing purchase would be consummated by CCCREA or its designated affiliate.

4. Pursuant to the Purchase and Sale Agreement, as well as a Town of Jackson Letter of Authorization on file with the Town of Jackson (the “Town”), Petitioner is authorized to, and hereby does, file this Petition with respect to the Wells Fargo Property and the Retained Wells Fargo Property.

PETITION TO VACATE ALLEY

Page 1



5. Petitioner, CCCREA, desires and hereby petitions to have the Town vacate the alley extending approximately 235 feet north from East Deloney Avenue to the northern edge of the Wells Fargo Property, as the same is more particularly described in the legal description and map attached hereto as Exhibit B (such area, the “Alley”). The Alley to be vacated consists of approximately 2,350 square feet in area (10 feet in width x 235 feet in length).

6. As shown on Exhibit B, the Alley bisects the Wells Fargo Property and the Retained Wells Fargo Property, resulting in the Wells Fargo Property bordering the entire 235-foot eastern boundary and the Wells Fargo Property and the Retained Wells Fargo Property bordering the entire 235-foot western boundary of the portion of the Alley to be vacated. The property bordering the Alley on its 10-foot southern boundary is East Deloney Avenue. The property bordering the Alley on its northern 10-foot boundary is owned by the Town of Jackson (174 North King Street). The Alley no longer extends north beyond the north edge of the Wells Fargo Property, but alternative access rights have been established pursuant to (a) an Access and Underground Utility Easement filed on November 26, 2008, as Document No. 742509, in Book 713, Pages 728 to 633 (the “Hoke Access Grant”), and (b) an Access Easement filed on November 26, 2008, as Document No. 742510, in Book 713, Pages 634 to 639 (the “Town Access Grant”).

7. Based upon the Alley’s bisection of the Wells Fargo Property and the Retained Wells Fargo Property, the majority of the owners owning a majority of the property abutting the Alley proposed to be vacated have executed this Petition.

8. Pebble, LLC owns the property commonly identified as 172 Center Street in the Town of Jackson (the “Pebble Property”). The Pebble Property is located north of the Wells Fargo Property. The Pebble Property does not technically border the Alley. However, the Pebble Property utilizes the Alley, along with portions of the Wells Fargo Property, for purposes of convenient vehicular access to the parking garage in the building situated on that property. The rear of the Pebble Property also enjoys access rights to North King Street via the Town Access Grant. In connection with the Town’s grant of this Petition, Petitioner has agreed to provide Pebble, LLC with alternative convenient vehicular access upon and across the Wells Fargo Property to the Hoke Access Grant and the parking garage in the building situated on the Pebble Property. That alternative convenient vehicular access will be generally located and configured as depicted on Exhibit C attached hereto (the “Alternative Vehicular Access”). Based upon provision of that Alternative Vehicular Access, Pebble, LLC is executing this Petition and has agreed to provide a Quitclaim Deed to quitclaim and transfer to Petitioner (or to Petitioner’s designated affiliate) any and all right, title and interest it may have in and to the Alley.

9. The Town owns the property commonly identified as 174 North King Street in the Town of Jackson (the “Town Property”). The Town Property is located north of the Wells Fargo Property. The Town Property does not technically border the Alley. However, the Town Property utilizes the Alley, along with portions of the Wells Fargo Property, for purposes of convenient vehicular access to the parking areas located at the rear of the building situated on that property. In connection with the Town’s grant of this Petition, Petitioner has agreed to provide the Town with alternative convenient vehicular access upon and across the Wells Fargo Property to the parking area located at the rear of the building situated on the Town Property. That alternative convenient vehicular access will be generally located and configured upon and across the Alternative Vehicular Access. Based upon provision of that Alternative Vehicular Access, as well as the other matters set forth herein, the Town is being requested by virtue of this Petition to release any and all

right, title and interest it may hold in and to the Alley.

10. Gray Crane Studios, L.C. owns the property commonly identified as 176 Center Street in the Town of Jackson (the "Gray Crane Property"). The Gray Crane Property is located north of the Wells Fargo Property. The Gray Crane Property does not technically border the Alley. However, the Gray Crane Property utilizes the Alley, along with portions of the Wells Fargo Property, for purposes of facilitating convenient vehicular access to the parking areas located at the rear of the building situated on that property. The rear of the Gray Crane Property also enjoys practical and convenient, if not legal, access rights to North King Street via the Town Access Grant. In connection with the Town's grant of this Petition, Petitioner has agreed to provide Gray Crane Studios, L.C. with alternative convenient vehicular access upon and across the Wells Fargo Property to the Town Access Grant in order to facilitate access to the parking area located at the rear of the building situated on the Gray Crane Property. That alternative convenient vehicular access will be generally located and configured upon and across the Alternative Vehicular Access. It is anticipated that upon provision of that Alternative Vehicular Access, Gray Crane Studios, L.C. will agree to provide a Quitclaim Deed to quitclaim and transfer to Petitioner (or to Petitioner's designated affiliate) any and all right, title and interest in and to the Alley.

11. As noted above, Wells Fargo owns and plans to retain the Retained Wells Fargo Property. The Retained Wells Fargo Property is located south of the western portion of the Wells Fargo Property. The Retained Wells Fargo Property borders the Alley. As a result, the Retained Wells Fargo Property utilizes the Alley, along with portions of the Wells Fargo Property, for purposes of convenient vehicular access to the parking that it anticipates will be developed and situated at the rear of that property. Petitioner and Wells Fargo have agreed upon the terms and conditions of a Parking Area Access Easement Agreement (the "Access Easement") in order to accommodate and provide alternative access to the parking that Wells Fargo anticipates being developed and situated at the rear of that property. In connection with the Town's grant of this Petition, and pursuant to the terms of the Access Easement, Petitioner has agreed to provide Wells Fargo with alternative convenient vehicular access from East Deloney Avenue upon and across the Wells Fargo Property to the parking that Wells Fargo anticipates being developed and situated at rear of the Retained Wells Fargo Property. Based upon provision of that alternative vehicular access, Wells Fargo has approved this Petition and has agreed to provide a Quitclaim Deed to quitclaim and transfer to Petitioner (or to Petitioner's designated affiliate) any and all right, title and interest it may have in and to the Alley.

12. Upon the establishment of alternative access for the Pebble Property, the Town Property, the Gray Crane Property and the Retained Wells Fargo Property, all as described above, Petitioner believes the Alley will no longer serve a practical purpose for the Town of Jackson or its residents and that such vacation would not be detrimental to the Town of Jackson or its residents in any way. Currently, the Alley does not serve as practical access to any property other than the Wells Fargo Property, the Pebble Property, the Town Property, the Gray Crane Property, and the Retained Wells Fargo Property, each as described above. Except as described herein, neither the public nor the other neighboring property owners use the Alley for access. In addition to the foregoing, upon establishment of the alternative access described above, it will eliminate what the Petitioner believes is a traffic safety and fire code compliance concern, as the alley currently supports two-way traffic, including emergency services, on a width (i.e., 10 feet) that is technically more consistent with use by one-way traffic. The new alternative access will accommodate two-way traffic and safety/emergency personnel access on a safer, wider, code compliant driveway



located on the Wells Fargo Property, which access will be generally located and configured upon and across the Alternative Vehicular Access.

13. Silver Star Telephone Company, Inc. ("Silver Star") has rights in a buried telephone line located within a portion of the Alley. CCCREA will work with Silver Star to have that buried telephone line relocated, as necessary, in connection with redevelopment of the Wells Fargo Property and the Alley. Any vacation of the Alley will be subject to Silver Star's existing rights and CCCREA's provision of rights to alternative placement of the referenced telephone lines. Telephone service to the parties relying on the referenced telephone line will not be interrupted in connection with redevelopment of the Wells Fargo Property, vacation of the Alley, or relocation to the telephone line.

14. Wyoming Gas Company ("Wyoming Gas") has rights in a buried gas line located within a portion of the Alley. CCCREA will work with Wyoming Gas to have that buried gas line relocated, as necessary, in connection with redevelopment of the Wells Fargo Property and the Alley. Any vacation of the Alley will be subject to Wyoming Gas' existing rights and CCCREA's provision of rights to alternative placement of the referenced gas line. Gas service to the parties relying on the referenced telephone line will not be interrupted in connection with redevelopment of the Wells Fargo Property, vacation of the Alley, or relocation to the gas line.

15. The Petitioner will grant easements to the other applicable utility providers for the utility lines located within the Alley.

16. In light of the exchange of historic access for updated access described in this Petition, CCCREA is proposing that it pay the Town the amount by which (a) the appraised value of the existing Alley is greater than (b) the appraised value of the alternative access it has agreed to provide upon and across the Wells Fargo Property (such amount, the "Cash Payment"). Conversely, in the event the appraised value of the alternative access proves to be greater than the value of the existing Alley, the Town would not make any payment to CCCREA. The comparative valuations would be provided by Rocky Mountain Appraisals. Based upon the foregoing, the Town would benefit from receipt of the alternative and improved access, plus the Cash Payment, in exchange for the vacation of the subject Alley. Additionally, in connection with provision of the alternative access described in this Petition, the Town would be relieved of all future costs related to the maintenance of the Alley and the utility infrastructure located therein. Petitioner requests, however, that in the event the Cash Payment payable by CCCREA pursuant to the foregoing formula exceeds \$30,000, CCCREA be granted the option to withdraw this Petition.

17. Petitioner believes the vacation of the Alley will not abridge or destroy any of the rights and privileges of other proprietors in the block within which the Alley is located and is in the best interest of the Town. Vacation of the Alley would afford Petitioner the opportunity to efficiently develop the Wells Fargo Property and would relieve the Town of the cost and expense of maintaining the Alley and any and all future legal liability attendant thereto.

18. It is expressly acknowledged and agreed that the rights and obligations of the Town, CCCREA, Wells Fargo, and Pebble, LLC hereunder, including the vacation of the Alley, the transfer of interests in the Alley by Pebble, LLC, Wells Fargo, the Town and, it is anticipated, Gray

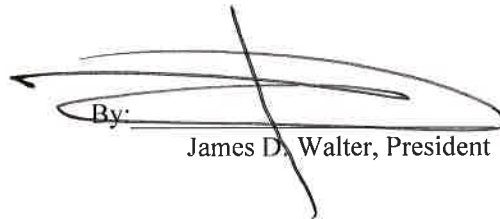
Crane, and the grant of alternative access and easement rights by CCCREA, shall be conditioned upon the acquisition of the Wells Fargo Property by CCCREA or its designated affiliate. All such transfers and grants shall be deemed to occur, and shall be effective, simultaneously, and each in consideration of the other grants and transfers contemplated hereby, all as of the date of acquisition of the Wells Fargo Property by CCCREA or its designated affiliate.

WHEREFORE, Petitioner respectfully requests that the Mayor and Town Council vacate the Alley, and thereby Petitioner shall obtain legal title thereto all in accordance with applicable law and for such other and further relief as may be just and proper.

DATED this 22 day of November, 2017.

**Petitioner:**

CRYSTAL CREEK CAPITAL REAL ESTATE  
ADVISORS, LLC,  
a Wyoming limited liability company

  
By: \_\_\_\_\_  
James D. Walter, President



STATE OF WYOMING )  
 ) ss  
COUNTY OF TETON )

The foregoing instrument was acknowledged before me on this 22 day of November, 2017, by James D. Walter, as President of Crystal Creek Capital Real Estate Advisors, LLC, a Wyoming limited liability company, on behalf of the company.



Julie K. Hayward  
Notary Public

**Adjoining Property Owner:**

Pebble, LLC,  
a Wyoming limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF WYOMING )  
 ) ss  
COUNTY OF TETON )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ as \_\_\_\_\_ of Pebble, LLC, a Wyoming limited liability company, on behalf of the company.

(Seal)

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

Exhibit A  
(Wells Fargo Property)

**Parcel 1:**

Lots 2, 3, 4 and 5 of Block 3 of Club House Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on June 29, 1914 as Plat No. 108.

**Parcel 2:**

A tract of land located in the SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ , Section 27, T41N, R116W, 6th P.M. described as follows:  
Beginning at a point which lies East, 50.0 feet from the NW corner and corner number 2 of the Van Vleck Second Subdivision to the Town of Jackson, Wyoming;  
THENCE North 60.0 feet to corner number 2;  
THENCE East 125.0 feet to corner number 3;  
THENCE South 60.0 feet to corner number 4;  
THENCE West 125.0 feet to corner number 1 and the point of beginning.

AND

A tract of land adjoining Block 1 of the Van Vleck Second Subdivision to the Town of Jackson, Wyoming described by metes and bounds as follows:  
Starting at the Northwest Corner of the Lot numbered Nine of the aforesaid Block 1 of the Van Vleck Second Subdivision and running thence North 105 feet;  
running thence East 50 feet;  
running thence South 105 feet;  
running thence West 50 feet; to the point of beginning.

**Parcel 3:**

Lots 8 and 9 of Block 1 of Van Vleck Second Subdivision, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on November 19, 1955 as Plat Number 144.

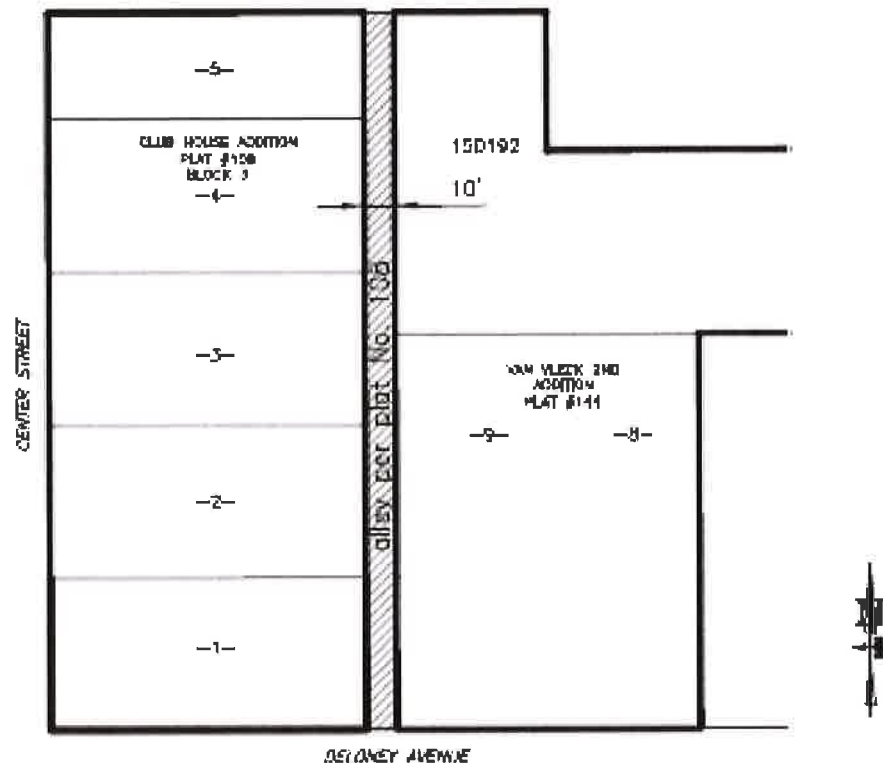


Exhibit B  
(the Alley)

**EXHIBIT B**

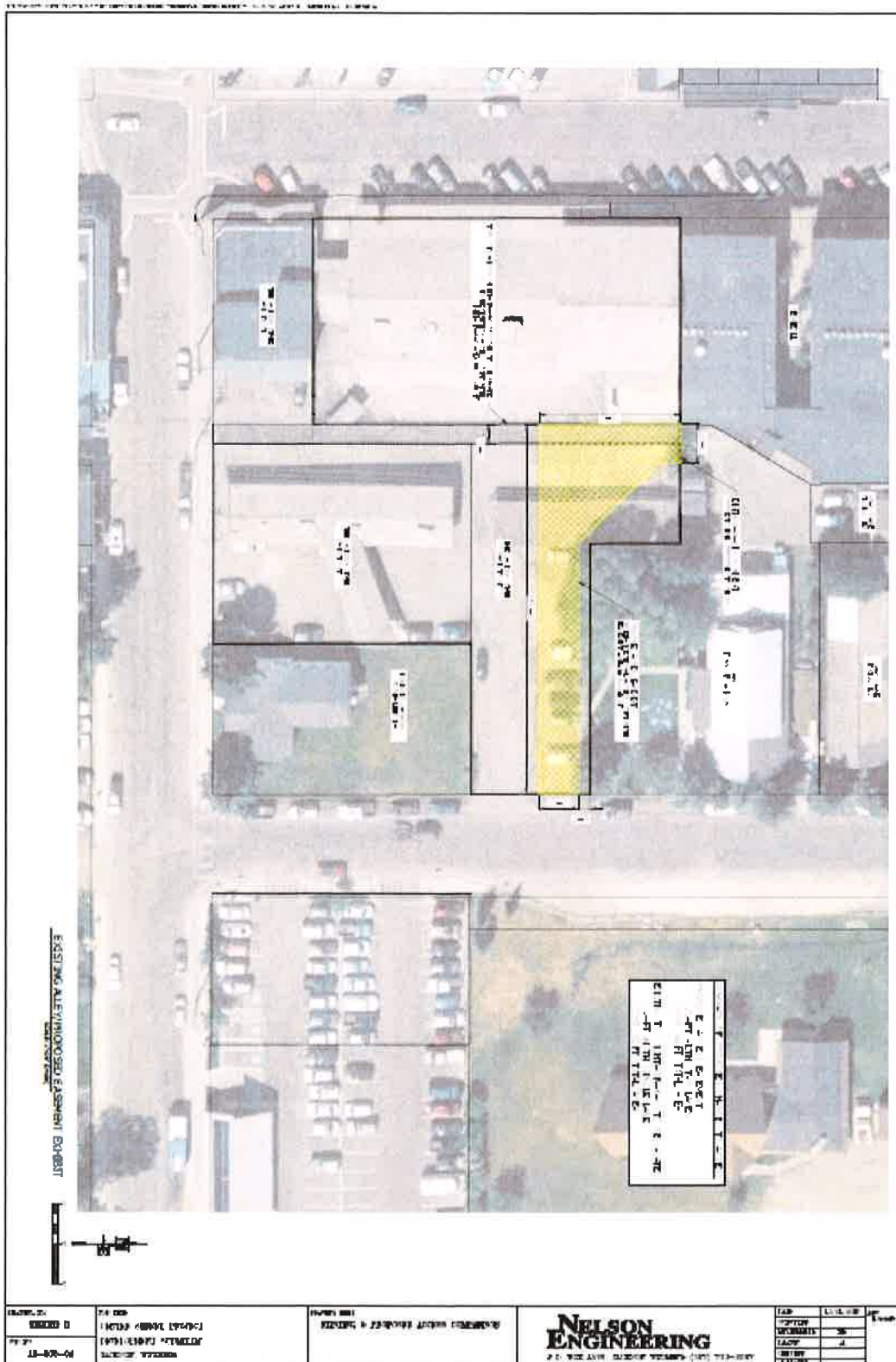
**Legal Description of Alley**

That portion of that 10 foot wide alley running north and south, 235 feet more or less, and being adjacent to the easterly property line of Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5, Block 3 of Club House Addition to Jackson, Plat no. 108, as filed in the Office of the Teton County Clerk, and located within the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 27, Township 41 North, Range 116 West, 6th P.M. Teton County, Wyoming.



This plat is subject to the provisions of the Teton County Ordinance No. 10-208-04, which provides for the vacation of alleys.

EXHIBIT NO. <b>Exhibit A</b> 10-208-04	TITLE <b>Alley Vacation</b>	<b>NELSON ENGINEERING</b> P.O. BOX 100, JACKSON WYOMING 83201 732-2007	DATE 11/08/17 BY JC CHECKED JET/17	11/08/17





STATE OF WYOMING )

COUNTY OF TETON ) ss  
)


The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by James D. Walter, as President of Crystal Creek Capital Real Estate Advisors, LLC, a Wyoming limited liability company, on behalf of the company.

(Seal)

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

**Adjoining Property Owner:**

Pebble, LLC,  
a Wyoming limited liability company

By:   
Name: G. Bland Hoke Jr.  
MANAGER

STATE OF WYOMING )

COUNTY OF TETON ) ss  
)

The foregoing instrument was acknowledged before me on this 9th day of November, 2017, by G. Bland Hoke Jr as Manager of Pebble, LLC, a Wyoming limited liability company, on behalf of the company.

(Seal)

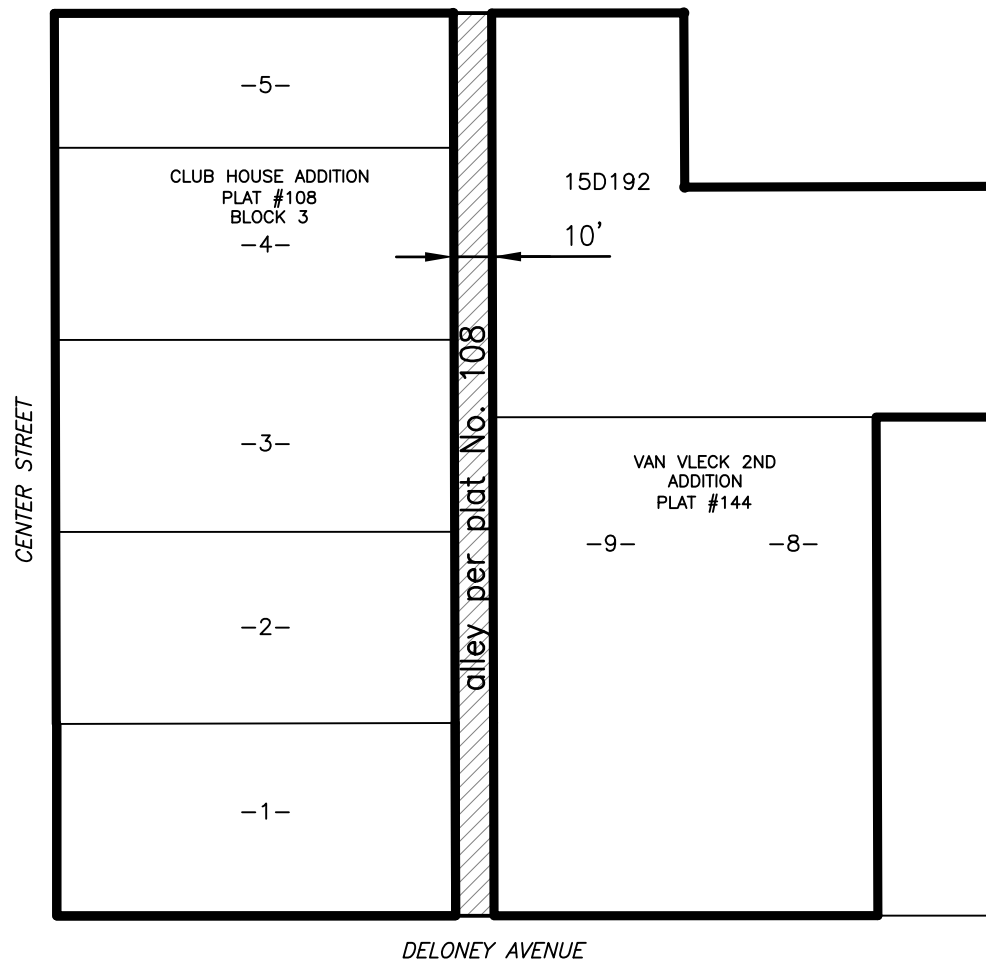
  
\_\_\_\_\_  
Notary Public



# EXHIBIT A

## Legal Description of Alley

That portion of that 10 foot wide alley running north and south, 235 feet more or less, and being adjacent to the easterly property line of Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5, Block 3 of Club House Addition to Jackson, Plat no. 108, as filed in the Office of the Teton County Clerk, and located within the SW ¼ of the SW ¼ of Section 27, Township 41 North, Range 116 West, 6th P.M. Teton County, Wyoming.



S:\Proj\2016\306-04 (Center Street Project - FIP Submittal)\Vacation of Alley\Exhibit A.dwg (8x11) - Nov 08 2017 09:37:15 am PLOTTED BY: karlchneer

DRAWING NO Exhibit A	TITLE Alley Vacation	<b>NELSON ENGINEERING</b> P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE 10/30/2017	REV.
JOB NO 16-306-04			SURVEYED	11/08/17
			DRAWN SK	
			CHECKED	
			APPROVED	



S:\Proj\2016\206-d4\_Center Street Project - Easement\Drawings\EXISTING - EASEMENTS.dwg, EXISTING EASEMENT, - Nov 08 2017 10:56:52 am, PLOTTED BY: Lee, DWG: EXHIBIT 210

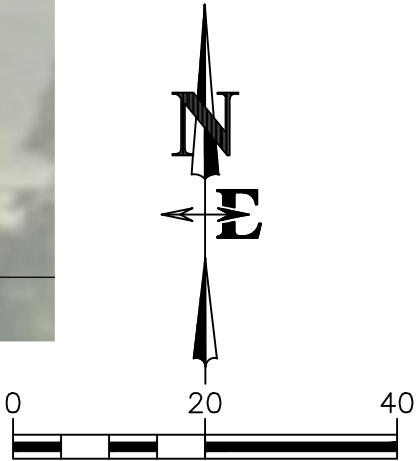


SUMMARY OF PROPOSED CHANGES TO ACCESS

PROPOSED ACCESS EASEMENT:  
20-FT WIDTH (TWO LANES)  
5535 SQ.FT. TOTAL AREA

EXISTING TOJ RIGHT-OF-WAY (TO BE VACATED):  
10-FT WIDTH (SINGLE LANE)  
2350 SQ.FT. TOTAL AREA

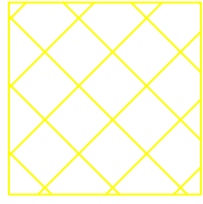
EXISTING ALLEY/PROPOSED EASEMENT EXHIBIT  
SCALE: 1"=20' (24x36)



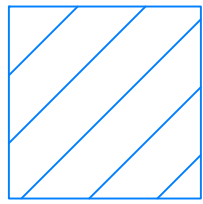
DRAWING NO <b>EXHIBIT B</b>		JOB TITLE CENTER STREET PROJECT DEVELOPMENT SUBMITTAL JACKSON, WYOMING	DRAWING TITLE <b>EXISTING &amp; PROPOSED ACCESS COMPARISON</b>	<div><b>NELSON ENGINEERING</b> P.O. BOX 1599, JACKSON WYOMING (307) 733-2087</div>					DATE 10/24/2017	REV. 11/9/2017
JOB NO <b>18-308-04</b>										



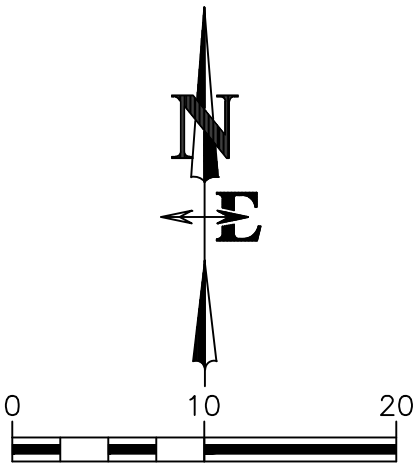
S:\Proj\2016\206-d4\_Center Street Project - FIP\_Salekta\Drawings\GARDING ACCESS EXHIBIT C.dwg - Plot 30 2017 025005.plt PLotted By: bawers DWG: 125041: 213



PROPOSED EASEMENT  
FOOTPRINT



SWEPT PATH ANALYSIS  
DELIVERY TRUCK TO  
NEIGHBORING PARCELS



DRAWING NO <b>EXHIBIT C</b>	JOB TITLE CENTER STREET PROJECT DEVELOPMENT SUBMITTAL JACKSON, WYOMING	DRAWING TITLE <b>ACCESS EXHIBIT</b> NEIGHBORING VEHICLE & PEDESTRIAN ACCESS			DATE	10/24/2017	REV	10/30/17
					SURVEYED	ENGINEERED	MB	
JOB NO <b>16-306-04</b>					DRAWN	AL		
					CHECKED	APPROVED		

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



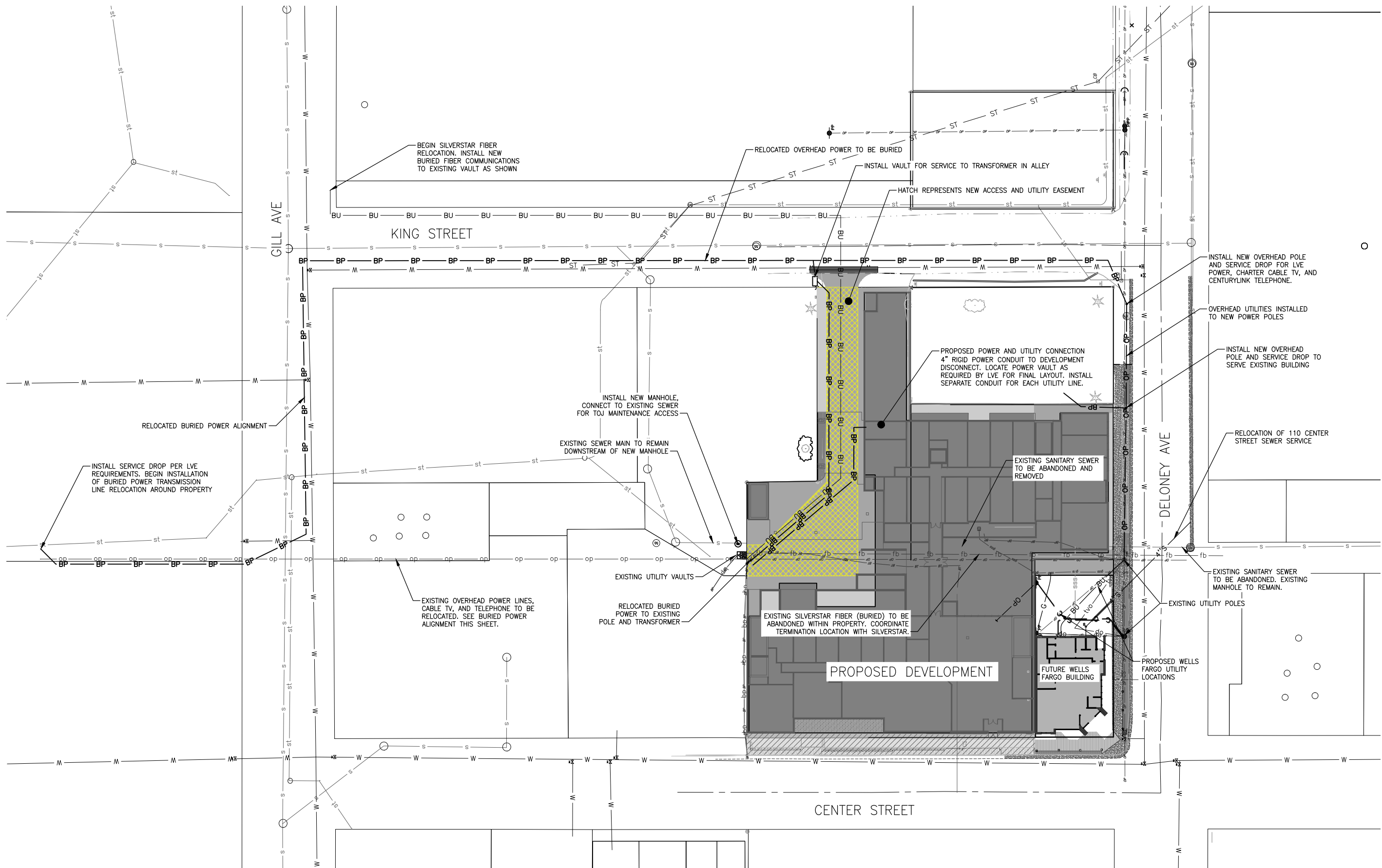


DRAWING NO <b>EXHIBIT C</b>	JOB TITLE CENTER STREET PROJECT DEVELOPMENT SUBMITTAL JACKSON, WYOMING	DRAWING TITLE <b>ACCESS EXHIBIT FIRE TRUCK ACCESS</b>		<div><b>NELSON ENGINEERING</b> P.O. BOX 1599, JACKSON WYOMING (307) 733-2087</div>	DATE	10/24/2017	REV	10/30/17
					SURVEYED		ENGINEERED	MB
JOB NO <b>16-306-04</b>					DRAWN		CHECKED	AL
					APPROVED			

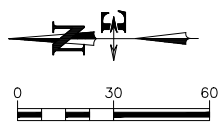




S:\proj\2016\306-04 Center Street Project - FIP Submittal\Drawings\UTILITY.dwg, C2.0 UBE UTILITY PLAN - Dct 25 2017 10:25:25 pm PLOTTED 3/1/18 ENG FBRWJ 210

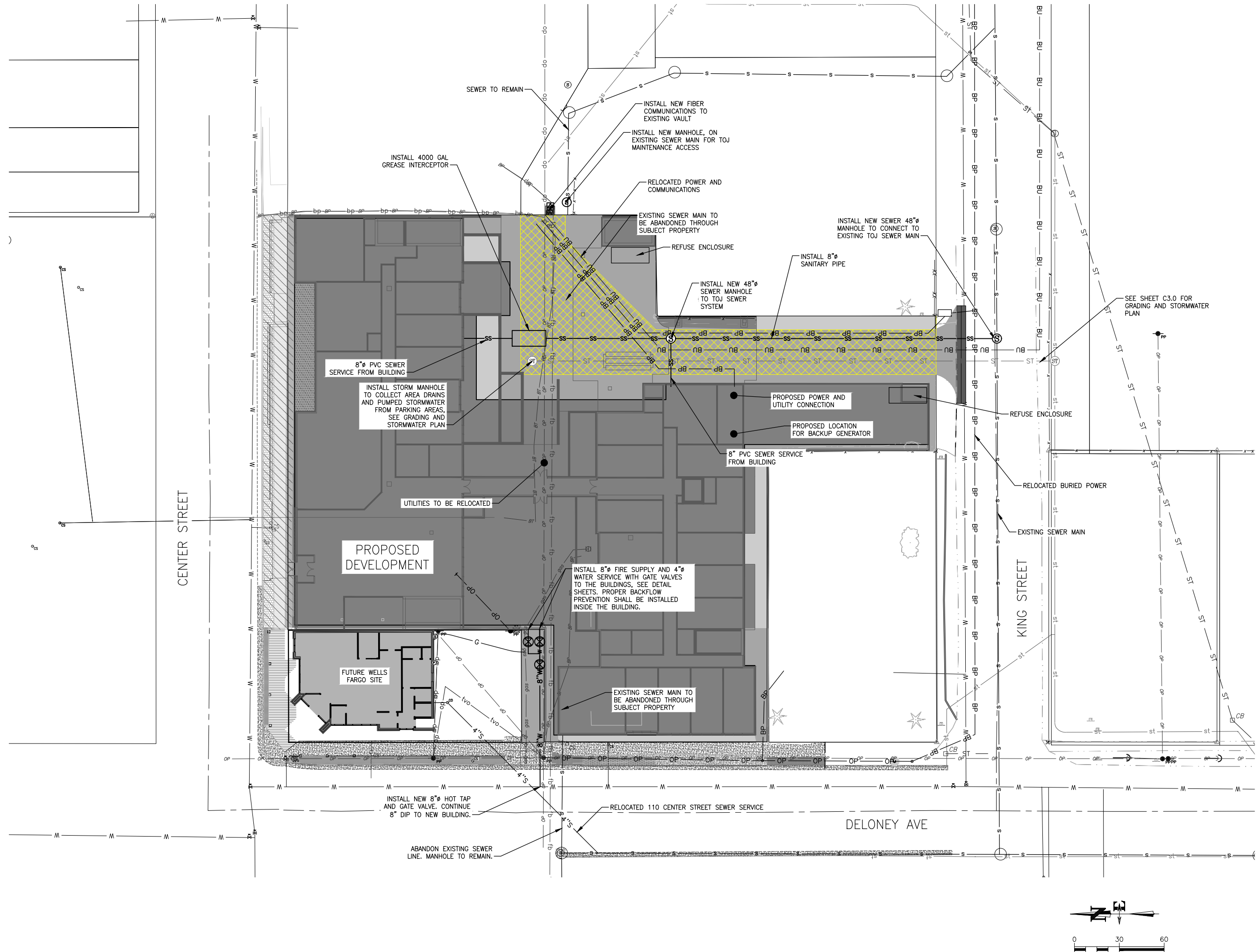


- NOTES:
1. THE PROPOSED DEVELOPMENT WILL REQUIRE RELOCATION OF EXISTING OVERHEAD POWER AS INDICATED. LVE HAS PROVIDED PRELIMINARY DESIGN RELOCATION AS REFLECTED IN PLAN
  2. THE EXISTING SEWER MAIN TO BE ABANDONED IN THE ALLEY SERVES 110 CENTER STREET AND THE EXISTING WELLS FARGO COMPLEX ONLY. THE SERVICE TO 110 CENTER STREET WILL BE RELOCATED TO DELONEY AND THE DEVELOPMENT WILL HAVE A NEW PRIVATE COLLECTION SYSTEM INSTALLED TO CONVEY WASTEWATER TO THE TOJ SYSTEM.



DRAWING NO	JOB NO	JOB TITLE	DRAWING TITLE	REV.				
				DATE	SURVEYED	ENGINEERED	DRAWN	APPROVED
C2.0	16-306-04	CENTER STREET PROJECT DEVELOPMENT SUBMITTAL JACKSON, WYOMING	EXISTING UTILITY RELOCATION PLAN	10/24/2017		MB	AL	

S:\proj\B005306-04 Center Street Project - FIP Submittal\Drawings\UTILITY.dwg, C2.1 SITE UTILITY PLAN - DCL 25 2017 10:24:42 pm PLOTTED BY Lee DWG F000017 210



DRAWING NO  
C2.1

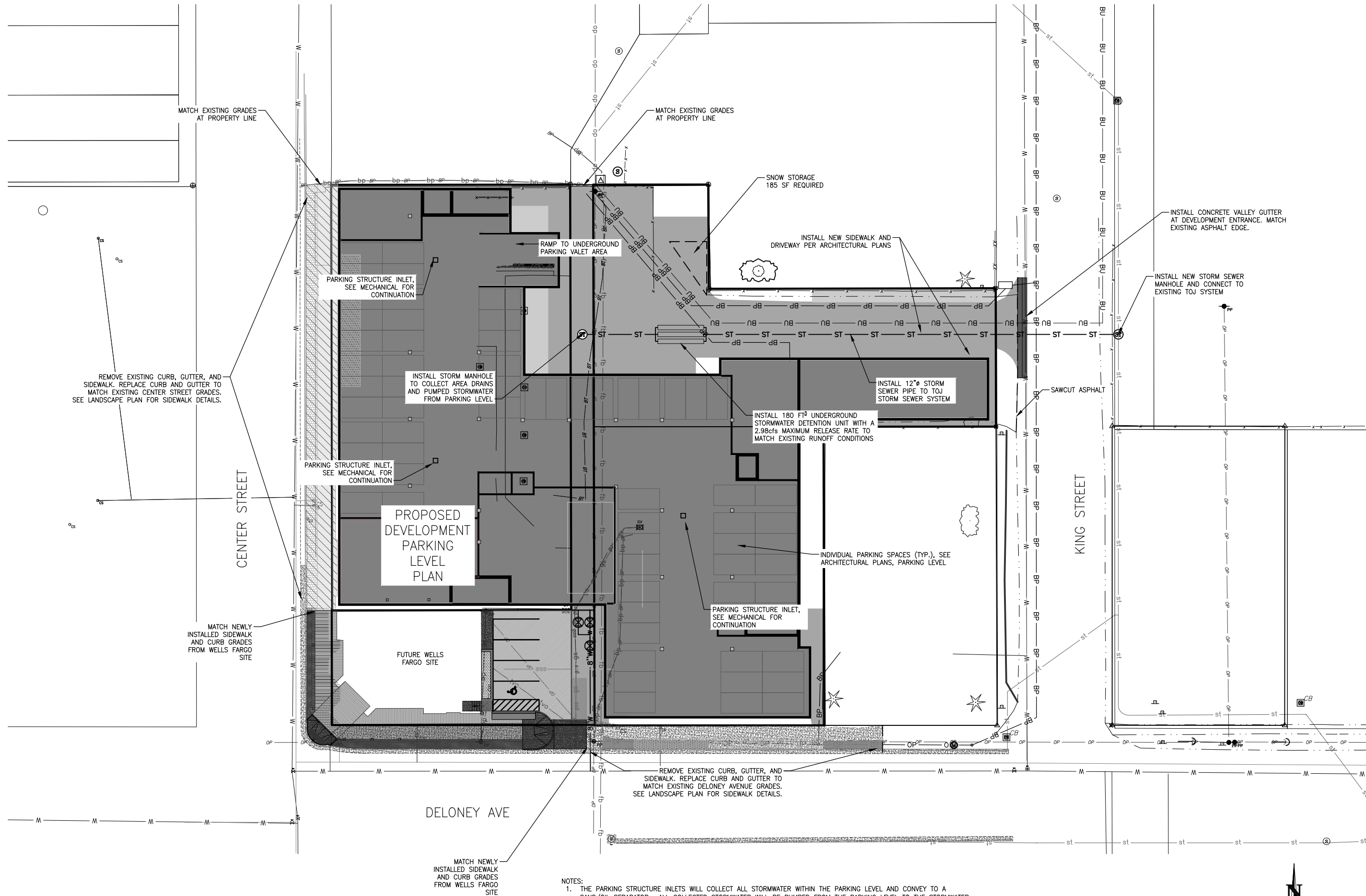
JOB TITLE  
CENTER STREET PROJECT  
DEVELOPMENT SUBMITTAL  
JACKSON, WYOMING

DRAWING TITLE  
PROPOSED SITE & UTILITY PLAN

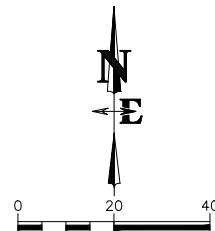
**NELSON  
ENGINEERING**  
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

DATE	SURVEYED	ENGINEERED	DRAWN	CHECKED	APPROVED
10/24/2017		MB	AL		

S:\Projects\2016-14 Center Street Project - F3P Submittal\Drawings\GRADING PLANS - Det 25 207 025624.dwg PLOTTED BY Lee DWG FORMAT 210



- NOTES:
1. THE PARKING STRUCTURE INLETS WILL COLLECT ALL STORMWATER WITHIN THE PARKING LEVEL AND CONVEY TO A SAND/OIL SEPARATOR. ALL COLLECTED STORMWATER WILL BE PUMPED FROM THE PARKING LEVEL TO THE STORMWATER COLLECTION SYSTEM MANHOLE INSTALLED AT GRADE AS INDICATED.
  2. ALL STORMWATER COLLECTED FROM THE ROOFS, TERRACES, AND ADDITIONAL SURFACE RUNOFF WILL BE CONNECTED IN THE SAME STORMWATER MANHOLE INSTALLED AT GRADE AS INDICATED AND CONVEYED TO THE TOJ SYSTEM AS NOTED.

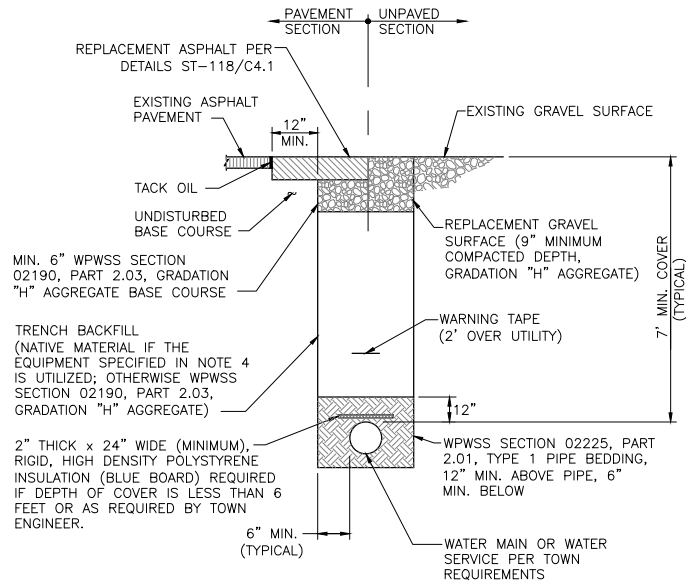


DRAWING NO	JOB NO	JOB TITLE	DRAWING TITLE	REVISIONS				
				DATE	BY	CHKD	APPD	REV.
C3.0	16-306-04	CENTER STREET PROJECT DEVELOPMENT SUBMITTAL JACKSON, WYOMING	SITE GRADING PLAN	10/24/2017	MB	AL		



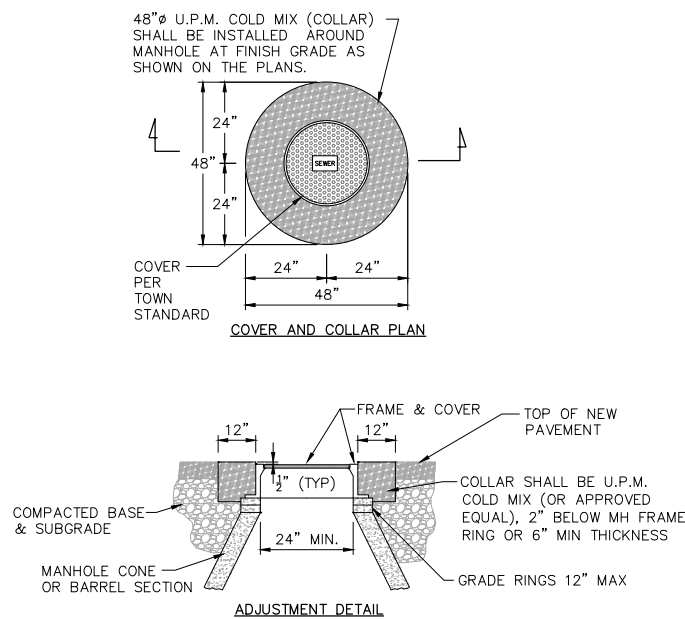


S:\proj\B010-306-04 Center Street Project - FIP Submittal\Drawings\DETAIL.dwg, WATER-SERVICES - Det 25 2017 02:56:07 pm PLOTTED BY Lee DWG FORMAT: 210



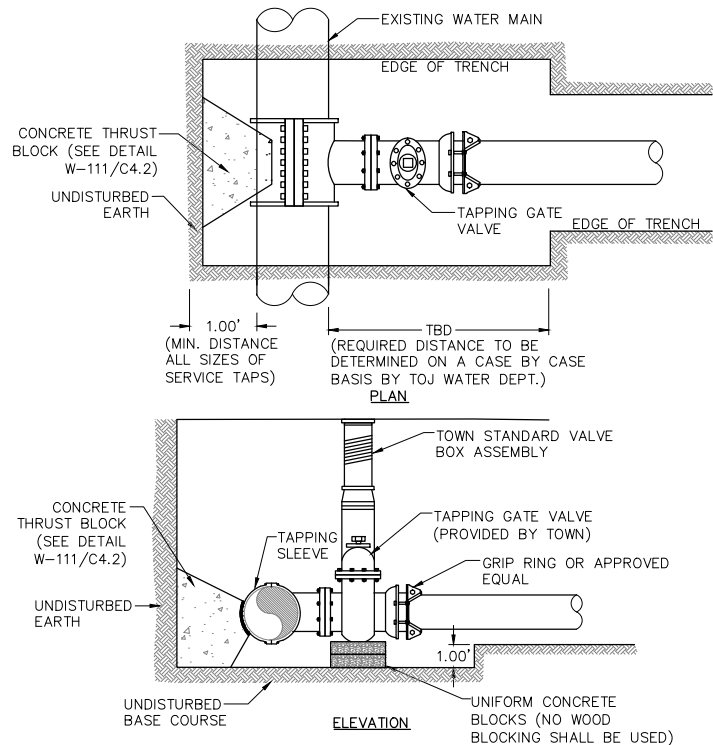
- NOTES:
- TRENCH BACKFILL BELOW THE SURFACE SHALL MEET THE FOLLOWING CRITERIA:
    - 95% MODIFIED PROCTOR DENSITY WITHIN STREET AND ALLEY RIGHTS-OF-WAY.
    - 90% MODIFIED PROCTOR DENSITY OUTSIDE STREET AND ALLEY RIGHTS-OF-WAY.
  - COMPACTION OF NATIVE TRENCH BACKFILL, WITH ALL ROCK LARGER THAN 6" REMOVED, SHALL BE CARRIED OUT IN 2' LIFTS WITH A HOE-PACK OR A VIBRATORY SHEEPS FOOT ROLLER (COMPACTION METHOD AND EQUIPMENT SHALL BE REVIEWED AND APPROVED BY TOWN ENGINEER PRIOR TO BACKFILLING).
  - PIPE BEDDING SHALL BE PLACED IN 6" LIFTS AND THOROUGHLY COMPACTED WITH A JUMPING JACK TO PROVIDE UNIFORM PIPE SUPPORT.
  - UNLESS OTHERWISE DIRECTED, ALL BASE COURSE AND GRAVEL SURFACE REPLACEMENT SHALL BE INSTALLED PER WPWSS SECTION 02231, PART 3.03.
  - ALL TRENCH EXCAVATION SHALL CONFORM TO WYOMING OCCUPATIONAL HEALTH AND SAFETY ADMINISTRATION (WYOSHA) REGULATIONS.

W-100  
C4.2 WATER MAIN AND SERVICE LINE TRENCH  
TOJ STD DETAIL



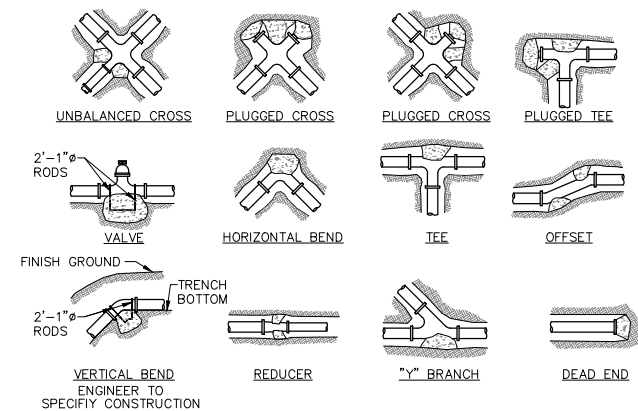
- NOTES:
- ADJUST MANHOLE UPWARD WITH ADJUSTING RINGS UNDER FRAME. ADJUST MANHOLE DOWNWARD BY REMOVING A PORTION OF THE MANHOLE RISER AND REBUILDING TO PROPER HEIGHT. SLOPE MANHOLE RING AS REQUIRED TO MATCH STREET GRADE AND CROSS SLOPE. MAKE FINAL MANHOLE ADJUSTMENT AFTER PAVING AND BEFORE SEAL COATING.
  - IF MANHOLE IS WITHIN UNPAVED AREA USE TAPERED COLLAR. SEE TOWN SANIATRY SEWER DETAIL SS-110.

SS-109  
C4.2 MANHOLE ADJUSTMENT DETAIL  
TOJ STD DETAIL

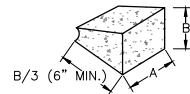


- NOTES:
- TRENCH WILL BE EXCAVATED TO MEET ALL WYOSHA STANDARDS PRIOR TO TAPPING.
  - EXCAVATION OF TAPPING LOCATION SHALL BE APPROVED BY TOJ WATER DEPARTMENT PRIOR TO TAPPING.
  - THE TOWN SHALL COMPLETE THE TAPPING OF THE MAIN. NO OTHER PERSONS SHALL COMPLETE TAP WITHOUT CONSENT OF TOWN. ALL OTHER WATER MAIN WORK SHALL BE THE RESPONSIBILITY OF THE OWNER/CONTRACTOR.

W-111  
C4.2 WATER MAIN TAPPING DETAIL  
TOJ STD DETAIL

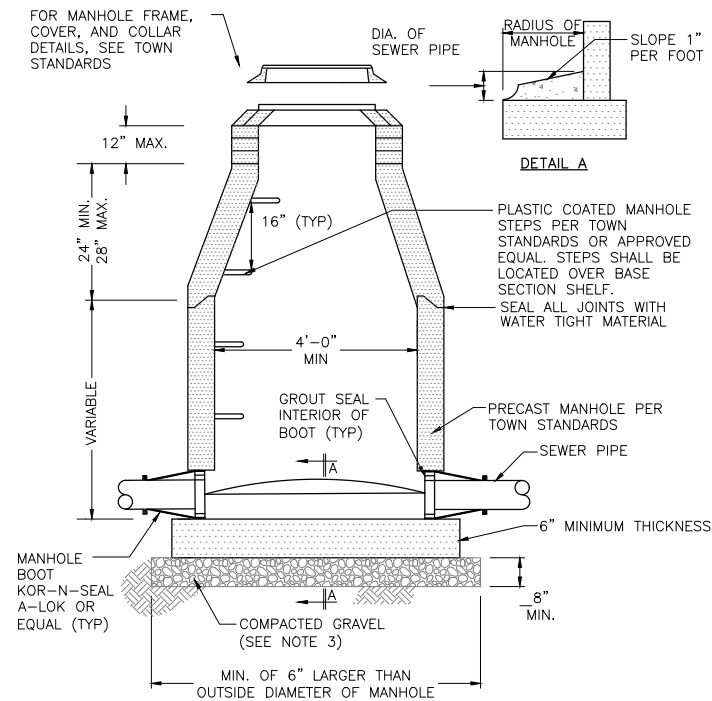


MINIMUM DIMENSIONS FOR THRUST BLOCKING											
FITTING SIZE	TEES & PLUGS		90° BENDS		45° BENDS & WYES		REDUCERS & 22 1/2° BENDS		11 1/4° BENDS		
	A	B	A	B	A	B	A	B	A	B	
4"	1'-7"	1'-2"	1'-9"	1'-6"	1'-8"	0'-10"	1'-7"	0'-6"	0'-6"	0'-6"	
6"	2'-0"	1'-11"	2'-5"	2'-2"	1'-10"	1'-7"	1'-9"	0'-10"	1'-0"	0'-6"	
8"	2'-8"	2'-6"	3'-2"	3'-0"	2'-5"	2'-1"	1'-9"	1'-6"	1'-0"	1'-0"	
10"	3'-4"	3'-3"	4'-0"	3'-10"	3'-0"	2'-9"	2'-2"	1'-11"	1'-6"	1'-0"	
12"	4'-0"	3'-10"	4'-8"	4'-8"	3'-8"	3'-3"	2'-7"	2'-3"	2'-0"	1'-0"	
14"	5'-5"	3'-10"	6'-6"	4'-11"	4'-9"	3'-5"	3'-5"	2'-5"	2'-0"	1'-6"	
20"	5'-0"	5'-0"	6'-0"	6'-0"	5'-0"	4'-0"	3'-6"	3'-0"	3'-0"	2'-0"	
24"	6'-0"	6'-0"	7'-0"	7'-0"	5'-0"	5'-0"	4'-6"	3'-0"	3'-0"	3'-0"	
30"	7'-6"	7'-6"	8'-0"	8'-0"	6'-3"	6'-3"	4'-9"	4'-6"	3'-3"	3'-3"	



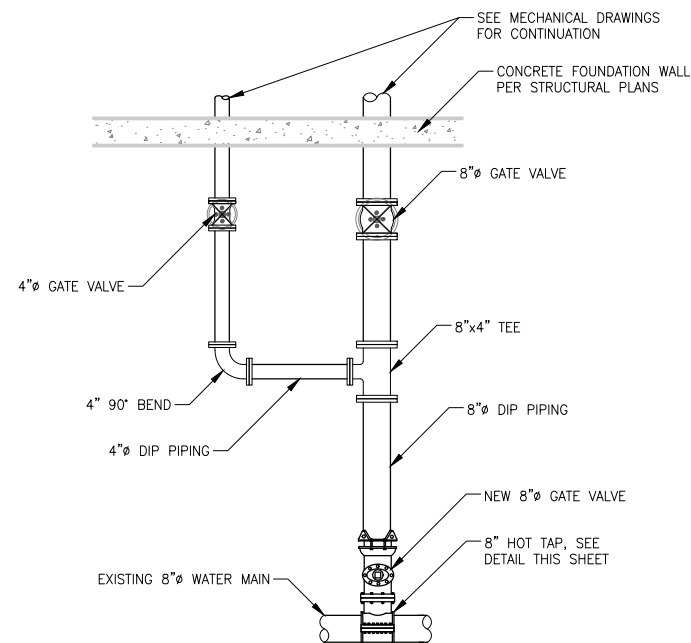
- NOTES:
- SIZE BLOCKS SHALL BE A MINIMUM OF 6" THICK.
  - ALL BLOCKING SHALL BEAR AGAINST UNDISTURBED MATERIAL.
  - DESIGN IS BASED ON 150 PSI MAIN PRESSURE AND 2000 PSF SOIL BEARING CAPACITY.
  - 4 MIL POLYETHYLENE PLASTIC BOND BREAKER SHALL BE PROVIDED BETWEEN THRUST BLOCK AND WATER PIPE.

W-111  
C4.2 THRUST BLOCK DETAILS  
TOJ STD DETAIL



- NOTES:
- DROP ACROSS INVERT SHALL BE GREATER THAN OR EQUAL TO SLOPE OF ADJACENT SEWER PIPE.
  - BASE SHALL BE REINFORCED WHEN THE DISTANCE FROM INVERT TO TOP OF COVER EXCEEDS 15'. REINFORCEMENT TO BE APPROVED BY ENGINEER.
  - GRAVEL SHALL BE EIGHT INCH MINIMUM THICKNESS, CONFORM TO WPWSS SECTION 02190, PART 2.03, GRADING H, AND BE INSTALLED PER WPWSS SECTION 02231, PART 3.03.
  - ALL PIPES GOING INTO MANHOLE SHALL BE INSTALLED TO MATCH TOP OF PIPE CROWNS.
  - TROUGH DEPTH AT CENTER TO BE HALF THE DIAMETER OF THE PIPE.

SS-102  
C4.2 SANITARY SEWER MANHOLE  
TOJ STD DETAIL



1  
C4.2 WATER SERVICE CONNECTION DETAIL

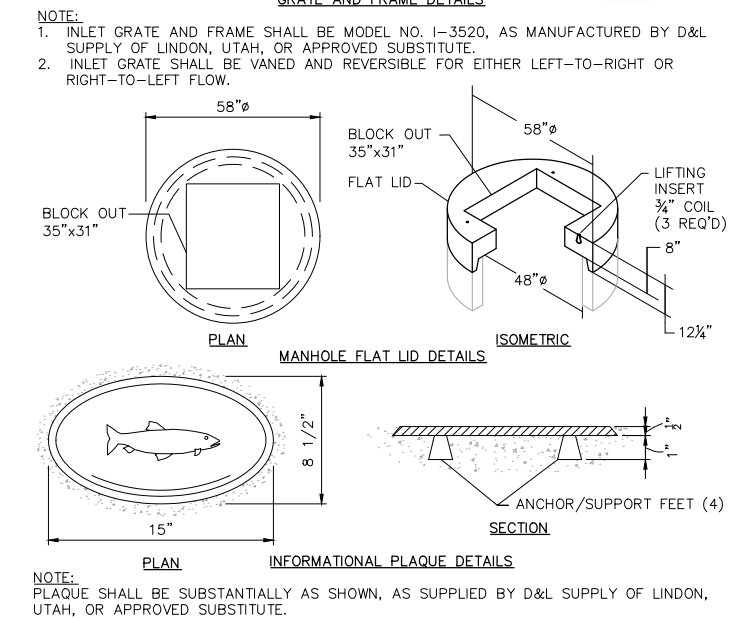
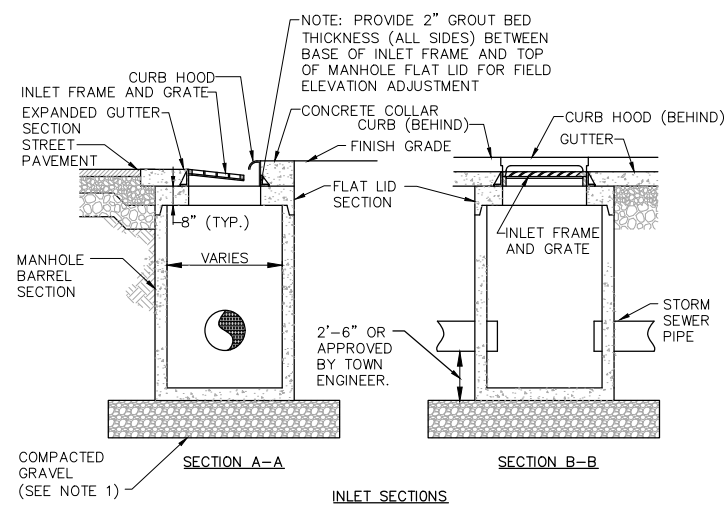
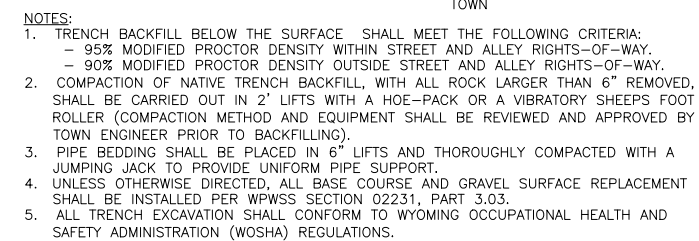
DRAWING TITLE  
STANDARD WATER & SEWER DETAILS

JOB TITLE  
CENTER STREET PROJECT  
DEVELOPMENT SUBMITTAL  
JACKSON, WYOMING

DRAWING NO  
C4.2  
JOB NO  
16-306-04

REV.  
10/24/2017  
DATE  
SURVEYED  
ENGINEERED  
DRAWN  
CHECKED  
APPROVED  
MB  
AL

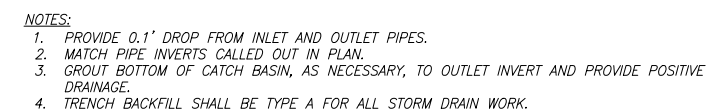
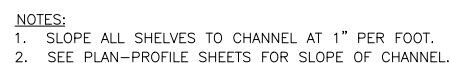
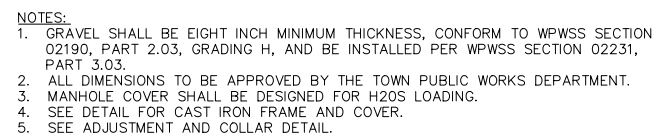
NELSON  
ENGINEERING  
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087



STM-105  
C4.3

**CURB INLET DETAILS**


TOJ STD DETAIL



SS-107  
C4.3

# MANHOLE CHANNEL DETAILS

TOJ STD DETAIL

DRAWING NO <b>C4-3</b>	JOB TITLE CENTER STREET PROJECT DEVELOPMENT SUBMITTAL JACKSON, WYOMING	DRAWING TITLE <b>STORM WATER DETAILS</b>	 P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE	10/24/2017	REV.
	JOB NO <b>16-306-04</b>			SURVEYED		
				ENGINEERED	MB	
				DRAWN	AL	
				CHECKED		
				APPROVED		



**From:** [Jason Berning](#)  
**To:** [Jeanne Carruth](#)  
**Subject:** FW: Center Street Concept Drawings  
**Date:** Tuesday, October 31, 2017 2:36:17 PM

---

Jason Berning  
Project Manager  
Crystal Creek Capital, LLC  
275 Veronica Lane, Suite 300  
P.O. Box 844  
Jackson, WY 83001  
p. 307-733-4733  
c. 307-699-3733  
f. 866-332-5833



---

**From:** Kathy Clay [mailto:kclay@tetonwyo.org]  
**Sent:** Wednesday, September 27, 2017 5:02 PM  
**To:** Jason Berning <jason@crystalcreekcapital.com>  
**Subject:** RE: Center Street Concept Drawings

Good Afternoon Jason: Thank you for the tour of the project area this morning. The current alley is absolutely not fire department accessible. Your plans will improve fire department access by creating a wide access road with fire department turnaround.

I will spend more time reviewing the sketch plan and we look forward to this corner of the square developing into a safer structure.

Have a nice weekend.

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



*"Ancora Imparo"*

---

**From:** Jason Berning [<mailto:jason@crystalcreekcapital.com>]

**Sent:** Wednesday, September 27, 2017 3:59 PM

**To:** Kathy Clay <[kclay@tetonwyo.org](mailto:kclay@tetonwyo.org)>

**Subject:** Center Street Concept Drawings

Kathy,

Thank you for your time this morning. Attached are the concept drawings showing the direction we are headed with the new hotel design. Your input in regards to the improvement of access to the alley vs the current recorded 10' wide alley would be helpful to our efforts. The proposed two-lane access from King Street would provide more than 4 times the square footage than the existing alley. Let me know if you have any questions and we will continue to keep you in the loop with the evolving design. Thanks.

Jason Berning  
Project Manager  
Crystal Creek Capital, LLC  
275 Veronica Lane, Suite 300  
P.O. Box 844  
Jackson, WY 83001  
p. 307-733-4733  
c. 307-699-3733  
f. 866-332-5833



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

## MEMORANDUM

TO: Mayor and Town Council

FR: Bob McLaurin, Town Manager

DT: January 16, 2018

RE: Town Manager's Report

### DRAFT FY2019 Budget Schedule

We are currently working with the County Clerk's Office to coordinate our budget schedule. Below is the draft schedule based on previous years and also sensitive to trying to keep the month of May available for planning meetings. We are also producing the budget earlier this year to give more time for review.

FY2019 DRAFT TOWN COUNCIL BUDGET MEETINGS SCHEDULE				
There may be many other meetings occurring during this time - the below list only reflects those associated with the FY2019 Budget				
Date	Day	Time	Event	Location
4/20/2018	Friday	5:00 P.M.	Budget Distributed/Released to Town Council - Not a Meeting	n/a
4/23/2018	Monday	10:00 - 12:00	Special Town Council Workshop (Budget Overview, Revenue, & General Fund) 2 hrs	Town Council Chambers
4/24/2018	Tuesday	9:00 - 12:00	Special Town Council Workshop (Capital, START, Utilities, Special Revenue Funds & Internal Service Funds) (Lunch Included) 3 hrs	Town Council Chambers
4/25 - 4/27	Wed - Fri	TBD	Special JIM for Social/Human Services and Joint Department Budget Requests	County Commissioner's Chambers
4/30/2018	Monday	3:00 - 5:00	Special Town Council Workshop - Budget Discussion	Town Council Chambers
5/21/2018	Monday	3:00 P.M.	Regular Town Council Workshop Meeting - Budget Discussion (if needed)	Town Council Chambers
6/4/2018	Monday	6:00 P.M.	Regular Town Council Meeting - Budget Discussion (if needed)	Town Council Chambers
6/18/2018	Monday	6:00 P.M.	Regular Town Council Meeting - Budget Adoption	Town Council Chambers

### Sales and Lodging Tax

The Town budgeted a total of \$975,471 in lodging tax revenues for the entire fiscal year from the 30% visitor impact portion combined with the 10% general fund portion. We have collected \$815,592 to date which is 83.6% of total projected collections. January 2018 revenue represents collections from November 2017. These amounts are tracked through the Special Revenue Fund for the Lodging Tax.

Sales tax collections year to date are 8.6% over last year. Collections are currently tracking at \$342,048 more than budgeted. However we still have February 2018 through June 2018 collections to account for before realizing any unanticipated revenue. January 2018 revenue represents collections from November 2017. As you can see, collections from November 2017 were up 3.9% over the same time last year.

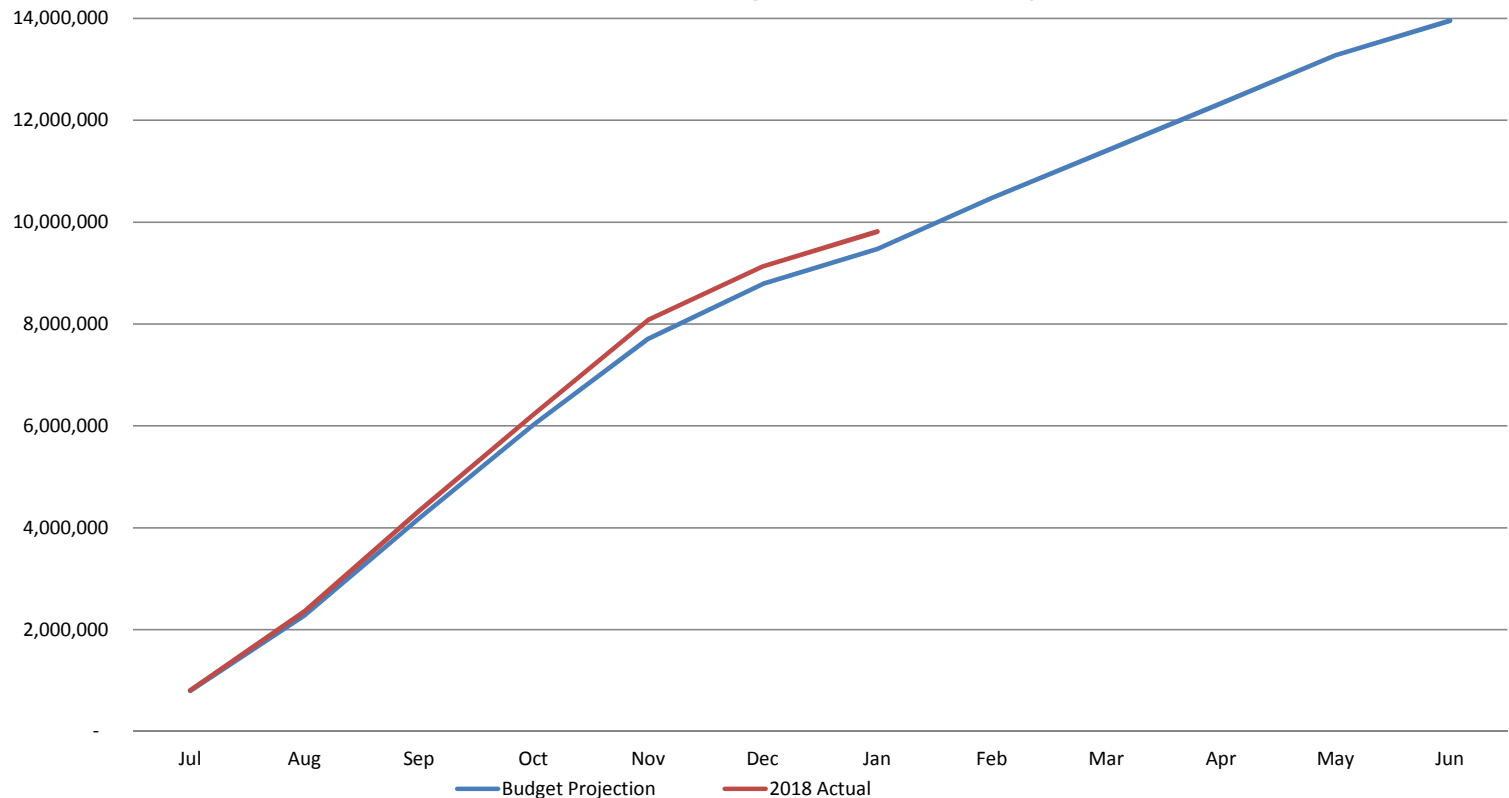


**TOWN OF JACKSON, WYOMING**  
**SALES TAX COLLECTIONS (4% and 1%)**  
January-18

Receipt Month	14/15				15/16				16/17				17/18			12 Mth Rolling Avg	Sales Month
	FY2014	FY2015	14/15 Change	Percent Change	FY2016	15/16 Change	Percent Change	FY2017	16/17 Change	Percent Change	FY2018	17/18 Change	Percent Change				
Jul	\$ 545,714	\$ 621,792	\$ 76,079	13.9%	\$ 713,141	\$ 91,349	14.7%	\$ 807,564	\$ 94,423	13.2%	\$ 807,972	\$ 408	0.1%	6.3%	May		
Aug	1,127,554	1,249,588	122,034	10.8%	1,287,639	38,051	3.0%	1,411,501	123,863	9.6%	1,551,376	139,875	9.9%	6.3%	Jun		
Sep	1,365,422	1,488,138	122,716	9.0%	1,705,468	217,330	14.6%	1,920,244	214,777	12.6%	1,971,647	51,402	2.7%	5.0%	Jul		
Oct	1,385,078	1,513,838	128,760	9.3%	1,750,353	236,515	15.6%	1,665,117	(85,236)	-4.9%	1,897,973	232,856	14.0%	7.5%	Aug		
Nov	1,408,973	1,523,192	114,219	8.1%	1,420,820	(102,372)	-6.7%	1,533,746	112,925	7.9%	1,850,527	316,781	20.7%	9.0%	Sep		
Dec	767,015	826,299	59,285	7.7%	1,002,143	175,844	21.3%	1,046,289	44,146	4.4%	1,054,095	7,806	0.7%	8.7%	Oct		
Jan	521,354	587,477	66,123	12.7%	600,037	12,560	2.1%	655,026	54,989	9.2%	680,672	25,645	3.9%	8.4%	Nov		
Feb	761,420	822,382	60,962	8.0%	831,587	9,205	1.1%	1,032,128	200,542	24.1%	-	----	----	----	Dec		
Mar	750,117	683,968	(66,148)	-8.8%	850,550	166,581	24.4%	947,188	96,639	11.4%	-	----	----	----	Jan		
Apr	759,626	712,992	(46,633)	-6.1%	915,256	202,263	28.4%	859,580	(55,676)	-6.1%	-	----	----	----	Feb		
May	790,246	815,782	25,536	3.2%	842,792	27,010	3.3%	874,371	31,579	3.7%	-	----	----	----	Mar		
Jun	549,857	544,020	(5,837)	-1.1%	610,312	66,292	12.2%	660,771	50,459	8.3%	-	----	----	----	Apr		
Totals	\$ 10,732,374	\$ 11,389,469	\$ 657,096	6.1%	\$ 12,530,098	\$ 1,140,628	10.0%	\$ 13,413,526	\$ 883,428	7.1%	\$ 9,814,262	\$ 774,775	8.6%				

**Budgeted Sales Tax for FY 2018**      3.75%      \$ 13,954,375  
**Budgeted Sales Tax Year-to-Date**      3.75%      9,472,214  
**Actual Sales Tax Collected Year-to-Date**      9,814,262  
**Leading (Lagging) Budget - through January**      \$ 342,048

**Sales Tax Revenue (Budget to Actual Comparison)**



**TOWN OF JACKSON, WYOMING**  
**LODGING TAX REPORT**  
 January-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
July	\$ 267,774	\$ 160,664	\$ 80,332	\$ 26,777	\$ 29,779	\$ 9,926	\$ 39,705	37.1%	\$ 50,553	\$ 16,851	\$ 67,404	62.9%
August	922,122	553,273	276,637	92,212	94,748	31,583	126,331	34.3%	181,889	60,630	242,518	65.7%
September	1,226,220	735,732	367,866	122,622	134,860	44,953	179,813	36.7%	233,006	77,669	310,675	63.3%
October	1,302,107	781,264	390,632	130,211	145,276	48,425	193,702	37.2%	245,356	81,785	327,141	62.8%
November	1,097,089	658,253	329,127	109,709	126,319	42,106	168,425	38.4%	202,808	67,603	270,410	61.6%
December	416,786	250,072	125,036	41,679	53,853	17,951	71,804	43.1%	71,183	23,728	94,911	56.9%
January	130,949	78,569	39,285	13,095	26,859	8,953	35,812	68.4%	12,426	4,142	16,568	31.6%
February	-	-	-	-	-	-	-	---	-	-	-	---
March	-	-	-	-	-	-	-	---	-	-	-	---
April	-	-	-	-	-	-	-	---	-	-	-	---
May	-	-	-	-	-	-	-	---	-	-	-	---
June	-	-	-	-	-	-	-	---	-	-	-	---
<b>Totals</b>	<b>\$ 5,363,047</b>	<b>\$ 3,217,828</b>	<b>\$ 1,608,914</b>	<b>\$ 536,305</b>	<b>\$ 611,694</b>	<b>\$ 203,898</b>	<b>\$ 815,592</b>	<b>38.0%</b>	<b>\$ 997,220</b>	<b>\$ 332,407</b>	<b>\$ 1,329,627</b>	<b>62.0%</b>

TOJ Budget	\$ 731,603	\$ 243,868	\$ 975,471
Budget Remain	\$ 119,909	\$ 39,970	\$ 159,879
Earned			83.6%
Remaining			16.4%

### Lodging Tax Revenue (Budget to Actual Comparison)

