

1. Agenda

Documents:

TOWN COUNCIL REGULAR MEETING AGENDA - ENGLISH.PDF  
TOWN COUNCIL REGULAR MEETING AGENDA - ESPANOL.PDF

2. Opening

Documents:

PROCLAMATION FOR NATIONAL SERVICE RECOGNITION DAY.PDF

3. Consent Calendar

Documents:

DISBURSEMENTS.PDF  
E-FORCE CAD RMS LICENSING.PDF  
FEBRUARY 2018 MUNICIPAL COURT REPORT.PDF  
MARCH 5, 2018 REGULAR MEETING.PDF  
MARCH 13, 2018 SPECIAL MEETING.PDF  
SPECIAL EVENT - 2018 ISOC CHAMPIONSHIP SNOCROSS AT SNOW KING  
MOUNTAIN.PDF  
SPECIAL EVENT - JACKSON HOLE PROFESSIONAL BULL RIDERS  
EVENT.PDF  
SPECIAL EVENT - POP UP BIKE LANES.PDF  
TEMPORARY SIGN PERMIT - P18-078 TRIBE EASTER SERVICE.PDF  
TEMPORARY SIGN PERMIT - P18-079 GLOBAL LEADERSHIP.PDF

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

Documents:

ITEM P17-166 -167 -168 - DEVELOPMENT PLAN, HEAVY RETAIL SERVICE,  
AND WIRELESS COMMUNICATIONS FACILITY AT 60 E PEARL AVENUE.PDF  
ITEM P17-249 - SKETCH PLAN AT 480 W PEARL AVENUE.PDF  
ITEM P18-044 - ENCROACHMENT FOR WELLS FARGO CANOPY AT 110  
CENTER STREET.PDF  
ITEM P18-054 - EMPLOYEE HOUSING CLAW BACK AT 15 E DELONEY.PDF  
ITEM P18-077 - COWBOY BAR SIGN PERMIT.PDF  
RESTAURANT LIQUOR LICENSE TRANSFER OF OWNERSHIP NAME FOR  
TIJUANA AUTHENTIC MEXICAN RESTAURANT.PDF

5. Ordinances

Documents:

ORDINANCE A.PDF  
ORDINANCE B.PDF  
ORDINANCE C.PDF

6. Matters From The Town Manager

Documents:



# Jackson Town Council Regular Meeting

Monday, March 19, 2018

6:00 PM

Town Council Chambers

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

**PLEASE SILENCE ALL ELECTRONIC DEVICES DURING THE MEETING**

## I. OPENING

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Announcements/Proclamations
  - 1. Proclamation for National Service Recognition Day

## 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. March 5, 2018 regular meeting
  - 2. March 13, 2018 special meeting
- B. Disbursements
- C. February 2018 Municipal Court Report
- D. Temporary Sign Permit: P18-078 Tribe Easter Service
- E. Temporary Sign Permit: P18-079 Global Leadership
- F. Special Event: 2018 ISOC Championship SnoCross at Snow King Mountain
- G. Special Event: Pop Up Bike Lanes
- H. Special Event: Jackson Hole Professional Bull Riders Event
- I. E-Force CAD/RMS Licensing

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

- A. Administration
  - 1. Restaurant Liquor License Transfer of Ownership Name for Tijuana Authentic Mexican Restaurant (Sandy Birdyshaw, Town Clerk)
- B. Planning
  - 1. Item P17-166 -167 -168: Development Plan, Heavy Retail/Service, and Wireless Communications Facility at 60 East Pearl Avenue (Fire Station) (Tyler Valentine, Senior Planner)
  - 2. Item P18-044: Encroachment for Wells Fargo Canopy at 110 Center Street (Tyler Valentine, Senior Planner)
  - 3. Item P18-077: Cowboy Bar Sign Permit (Tyler Valentine, Senior Planner)

*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.*

4. Item P18-054: Employee Housing “Claw Back” at 15 E Deloney (Tyler Valentine, Senior Planner)
5. Item P17-249: Sketch Plan at 480 W Pearl Avenue (Tyler Valentine, Senior Planner)

## **V. RESOLUTIONS**

## **VI. ORDINANCES**

### **A. Current Ordinances**

1. Ordinance A: An Ordinance Vacating a Portion of Alley Running North and South off of Deloney Avenue between Center St. and King St. (Presented for 3<sup>rd</sup> Reading and Designated Ordinance 1188, Audrey Cohen-Davis, Town Attorney)
2. Ordinance B: An Ordinance Amending Section 2.40.010 of the Municipal Code regarding Membership of Planning and Zoning Commission / Board of Adjustment (Presented for 2nd Reading, Audrey Cohen-Davis, Town Attorney)
3. Ordinance C: An Ordinance Amending Section 8.10.5.C.2 Appointment and 8.10.5.E Quorum and Voting of the Land Development Regulations regarding Membership of Planning and Zoning Commission / Board of Adjustment (Presented for 2nd Reading, Audrey Cohen-Davis, Town Attorney)

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

- A. Board and Commission Reports
- B. Set Special Meeting for Parks & Rec and Fire/EMS Construction Projects April 30 at 3:00PM?

## **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.*

# Reunión regular del concilio del pueblo de Jackson

Lunes, 19 de marzo del 2018

6:00 PM

Cámaras del Ayuntamiento

**AVISO:** EL VIDEO Y AUDIO DE ESTA REUNIÓN SE TRANSMITEN AL PÚBLICO A TRAVÉS DE DISPOSITIVOS DE INTERNET Y MÓVILES CON OPINIONES QUE COMPRENDEN TODAS LAS ÁREAS, PARTICIPANTES Y MIEMBROS DE LA AUDIENCIA

**POR FAVOR, SILENZAR TODOS LOS DISPOSITIVOS ELECTRÓNICOS DURANTE LA REUNIÓN**

## I. COMIENZO

- A. Llamar la Orden
- B. Juramento de Fidelidad
- C. Llamada de Roll
- D. Anuncios / Proclamaciones
  - 1. Proclamación para el día de reconocimiento del servicio nacional.

## II. COMENTARIO PUBLICO

Esta sección de la agenda está reservada para comentarios públicos sobre temas que no están en la agenda de hoy. Si desea comunicarse con el Concilio durante la reunión, por favor dirigirse a ellos durante la sesión abierta de los comentarios públicos, cuando se requiera un comentario público sobre un artículo específico, o envíe un correo electrónico a [council@jacksonwy.gov](mailto:council@jacksonwy.gov)

## III. CALENDARIO DE CONSENTIMIENTO

- A. Minutos
  - 1. 5 de marzo, 2018 reunión regular
  - 2. 13 de marzo, 2018 reunión especial
- B. Desembolsó
- C. Febrero 2018- reporte de la corte del municipio
- D. Permiso temporal del cartel: P18-078 servicio del tribu de Pascua
- E. Permiso temporal del cartel: P18-079 Liderazgo global
- F. Evento Especial: 2018 campeonato de ISOC SnoCross en Snow King Mountain
- G. Evento Especial: Pop Up Bike Lanes
- H. Evento Especial: Jackson Hole Professional Bull Riders Event
- I. Licencia E-Force CAD/RMS

## IV. AUDIENCIAS PUBLICAS, ARTÍCULOS DE DISCUSIÓN / ACCIÓN

- A. Administración
  - 1. Licencia de licor de restaurante transferencia de nombre para Tijuana Authentic Mexican Restaurant ( Sandy Birdyshaw, Oficinista del Municipio)
- B. Planificación
  - 1. Tema P17-166 -167 -168: Plan de desarrollo, servicio de comunicaciones y servicios inalámbricos en 60 este avenida Pearl (estación de bomberos) ( Tyler Valentine, Planificador Mayor)
  - 2. Tema P18-044: Invasión de Wells Fargo Canope en Calle 110 Center (Tyler Valentine, Planificador Mayor)

*Tenga en cuenta que en cualquier momento durante la reunión, el alcalde y el Presidente pueden cambiar el orden de los artículos incluidos en este programa. Para asegurar que usted está presente en el momento que se hable de su tema de interés, por favor únase a la reunión al principio para escuchar los cambios en la programación o agenda.*

3. Tema P18-077: Permiso del cartel de la barra Cowboy Bar (Tyler Valentine, Planificador Mayor)
4. Tema P18-054: Vivienda para empleados "Claw Back" en 15 este calle Deloney (Tyler Valentine, Planificador Mayor)
5. Tema P17-249: Plan de esbozo el 480 oeste avenida Pearl (Tyler Valentine, Planificador Mayor)

## **V. RESOLUCIONS**

## **VI. ORDENANZAS**

### **A. Ordenanza actuales**

1. Ordenanza A: La ordenanza abandonando una parte del callejón que corre del norte al sur al lado de la avenida Deloney en medio de la calle Center y la calle King (presentando para la 3ª lectura y nombra ordenanza 1188, Audrey Cohen-Davis, Abogada del Pueblo)
2. Ordenanza B: La ordenanza rectificar la sección 2.40.010 del código municipio sobre la membresía de zonas y planificación / tabla de ajustamiento (presentando para la 2ª lectura Audrey Cohen-Davis, Abogada del Pueblo)
3. Ordenanza : La ordenanza rectificar la sección 8.10.5.c.2 designar sobre la membresía de zonas y planificación / tabla de ajustamiento (presentando para la 2ª lectura Audrey Cohen-Davis, Abogada del Pueblo)

## **VII. TRATOS PARA EL ALCALDE Y EL CONCEJO MUNICIPAL**

- A. Informes de los tabla y comisión
- B. Establecer reunión especial para el departamento de parques y recreo y el departamento de Fire (lumbre)/EMS para el proyecto de Construction el 30 de abril a las 3:00 de la tarde?

## **VIII. TRATOS PARE EL DIRECTOR DEL PUEBLO**

- A. Informes del Director del Pueblo

## **IX. APLAZAR**

*Tenga en cuenta que en cualquier momento durante la reunión, el alcalde y el Presidente pueden cambiar el orden de los artículos incluidos en este programa. Para asegurar que usted está presente en el momento que se hable de su tema de interés, por favor únase a la reunión al principio para escuchar los cambios en la programación o agenda.*

## Proclamation for National Service Recognition Day

**WHEREAS**, service to others is a hallmark of the American character, and central to how we meet our challenges; and

**WHEREAS**, the nation's cities are increasingly turning to national service and volunteerism as a cost-effective strategy to meet their needs; and

**WHEREAS**, AmeriCorps and Senior Corps participants address the most pressing challenges facing our communities, from educating students for the jobs of the 21st century and supporting veterans and military families to providing health services and helping communities recover from natural disasters; and

**WHEREAS**, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

**WHEREAS**, AmeriCorps and Senior Corps participants serve in more than 50,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

**WHEREAS**, national service participants increase the impact of the organizations they serve, both through their direct service and by managing millions of additional volunteers; and

**WHEREAS**, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

**WHEREAS**, national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

**WHEREAS**, the Corporation for National and Community Service shares a priority with both county officials and mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, National Association of Counties, Cities of Service, and mayors and county officials across the country for the Mayor and County Recognition Day for National Service on April 3, 2018.

**THEREFORE, BE IT RESOLVED** that I, Pete Muldoon, Mayor of the Town of Jackson, do hereby proclaim **April 3, 2018**, as **National Service Recognition Day**, and encourage residents to recognize the positive impact of national service in our county; to thank those who serve; and to find ways to give back to their communities.

**DATED THIS 19<sup>th</sup> DAY OF MARCH 2018.**

**Town of Jackson**

ATTEST:

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

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



## Report Criteria:

Detail report.  
Invoices with totals above \$0 included.  
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2	JACKSON CURBSIDE INC.	00025526	RECYCLING @ TOWN HALL- O	03/10/2018	375.00	.00	
Total 2:					375.00	.00	
5	CARQUEST AUTO PARTS INC.	6090-379218	SET IMP DP MET3/8D, COMBO	02/21/2018	66.67	.00	
5	CARQUEST AUTO PARTS INC.	6090-379314	SKT IMP STD LNG 1/2 DR 30MM	02/22/2018	8.59	.00	
5	CARQUEST AUTO PARTS INC.	6090-380920	SERP BELT POLY RIB	03/09/2018	35.80	.00	
Total 5:					111.06	.00	
13	SAFETY SUPPLY & SIGN CO., I	163176	T2X12 POST, 2"X12' TELESPAR	02/27/2018	2,045.71	.00	
Total 13:					2,045.71	.00	
21	ADVANCED INDUSTRIAL SUPP	5138069	TREX ICE TRACTION ERGODY	02/19/2018	36.30	.00	
21	ADVANCED INDUSTRIAL SUPP	5138483	TREX ICE TRACTION ERGODY	02/26/2018	94.58	.00	
Total 21:					130.88	.00	
51	ACE HARDWARE	593883	PICKUP TOOLS 36"	02/12/2018	43.98	.00	
51	ACE HARDWARE	594377	CLNR HND ORN/PM LOT 1/2GL,	02/15/2018	17.26	.00	
51	ACE HARDWARE	594381	CREDIT: RETURN- 8MM LNG EX	02/15/2018	1.45	.00	
51	ACE HARDWARE	594382	5/16-18" "U" NUT	02/15/2018	.94	.00	
51	ACE HARDWARE	594836	CLAMP C2-1/2X1-3/8" ADJ	02/20/2018	13.98	.00	
51	ACE HARDWARE	595286	BROOM ANGLES LARGE, DUST	02/23/2018	14.95	.00	
51	ACE HARDWARE	595733	PAPER TOWEL BNT64, CM SCK	02/28/2018	51.98	.00	
51	ACE HARDWARE	595796	BATTERY LITHUM 3V	03/01/2018	8.99	.00	
51	ACE HARDWARE	596034	BATTERY PHOTO 1.5V, CM WR	03/02/2018	34.94	.00	
51	ACE HARDWARE	596614	BATTERY SCREWDRIVER	03/08/2018	28.96	.00	
51	ACE HARDWARE	596643	NOZZLE	03/08/2018	23.98	.00	
51	ACE HARDWARE	596770	STEM FOR KOHLER, STEM KO	03/09/2018	29.98	.00	
51	ACE HARDWARE	596776	CREDIT: RETURN- STEM KOHL	03/09/2018	.00	.00	
Total 51:					271.39	.00	
55	TETON COUNTY SHERIFF'S-JAI	501	FEBRUARY INMATES	03/01/2018	1,080.00	.00	
Total 55:					1,080.00	.00	
70	THYSSEN KRUPP ELEVATOR C	3003737476	GOLD- FULL MAINTENANCE SE	03/01/2018	288.39	.00	
Total 70:					288.39	.00	
81	EVANS CONSTRUCTION INC	184914	TICKET #: 140148689- CHEMICA	03/05/2018	635.93	.00	
81	EVANS CONSTRUCTION INC	184920	TICKET #: 140148699-8702-8703	03/05/2018	2,753.49	.00	
Total 81:					3,389.42	.00	
88	AIRGAS INTERMOUNTAIN INC.	9951832214	RENT CYL IND LARGE ACETYL	02/28/2018	86.86	.00	
Total 88:					86.86	.00	
96	HIGH COUNTRY LINEN	0018308B	MATS @ TOWN HALL	08/01/2017	260.43	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0050882	MATS @ START	01/31/2018	241.80	.00	
96	HIGH COUNTRY LINEN	0055465	BUILDING MAINTS: WWTP- TO	02/28/2018	83.17	.00	
96	HIGH COUNTRY LINEN	0055560	MATS @ START	02/28/2018	241.80	.00	
96	HIGH COUNTRY LINEN	0056828	BUILDING MAINTS: PUBLIC WO	03/08/2018	24.00	.00	
96	HIGH COUNTRY LINEN	0056828	UNIFORMS: ADMIN	03/08/2018	9.70	.00	
96	HIGH COUNTRY LINEN	0056828	UNIFORMS: SEWER	03/08/2018	19.40	.00	
96	HIGH COUNTRY LINEN	0056828	UNIFORMS: WATER	03/08/2018	26.67	.00	
96	HIGH COUNTRY LINEN	0056828	UNIFORMS: STREET	03/08/2018	65.48	.00	
96	HIGH COUNTRY LINEN	0056828	UNIFORMS: FLEET	03/08/2018	38.80	.00	
96	HIGH COUNTRY LINEN	0056828	UNIFORMS: WWTP	03/08/2018	24.25	.00	
96	HIGH COUNTRY LINEN	0056828	UNIFORMS: SEASONAL'S	03/08/2018	4.85	.00	
96	HIGH COUNTRY LINEN	0057438	BUILDING MAINTS: TOJ HOME	03/12/2018	17.81	.00	
96	HIGH COUNTRY LINEN	0057568	MATS @ TOWN HALL	03/13/2018	215.50	.00	
96	HIGH COUNTRY LINEN	C0056555	BUILDING MAINTS: WWTP- CRE	03/06/2018	75.70	.00	
96	HIGH COUNTRY LINEN	S0045461	towels	12/29/2017	10.00	.00	
96	HIGH COUNTRY LINEN	S0056554	BUILDING MAINTS: WWTP- SIM	03/06/2018	76.90	.00	
96	HIGH COUNTRY LINEN	S0056964	SUPPLIES	03/08/2018	377.20	.00	
96	HIGH COUNTRY LINEN	S0057007	FLOOR CLEANER	03/08/2018	104.48	.00	
Total 96:					1,766.54	.00	
102	CASELLE INC.	86409	CONTRACT SUPPORT	03/01/2018	1,198.67	.00	
Total 102:					1,198.67	.00	
103	ENVIRONMENTAL RESOURCE	853887	SDISSOLVED OXYGEN, PH WA	02/05/2018	166.68	.00	
Total 103:					166.68	.00	
106	INTERSTATE BATTERY	22238811	(1) MTP-48/H6	03/12/2018	121.95	.00	
Total 106:					121.95	.00	
110	INTERWEST SUPPLY COMPAN	IN0068947	CARBIDE SNOWPLOW BLADE 3	03/02/2018	2,080.80	.00	
110	INTERWEST SUPPLY COMPAN	IN0068990	SNOW PLOW COVER BLADE, P	03/06/2018	685.24	.00	
Total 110:					2,766.04	.00	
131	JACKSON HOLE NEWS & GUID	274449	AD#342436	02/07/2018	35.78	.00	
131	JACKSON HOLE NEWS & GUID	274450	AD#342435	02/07/2018	23.85	.00	
131	JACKSON HOLE NEWS & GUID	274668	AD#342717	02/14/2018	35.78	.00	
131	JACKSON HOLE NEWS & GUID	274669	AD#342716	02/14/2018	35.78	.00	
131	JACKSON HOLE NEWS & GUID	274875	AD#342434: BID- 2018 SPRING	02/21/2018	238.50	.00	
131	JACKSON HOLE NEWS & GUID	274998	AD#343104	02/28/2018	243.20	.00	
131	JACKSON HOLE NEWS & GUID	275028	AD#343264	02/28/2018	111.30	.00	
131	JACKSON HOLE NEWS & GUID	275029	AD#343222	02/28/2018	158.40	.00	
131	JACKSON HOLE NEWS & GUID	275030	AD#343266	02/28/2018	659.85	.00	
131	JACKSON HOLE NEWS & GUID	275091	AD#343269	02/28/2018	31.80	.00	
131	JACKSON HOLE NEWS & GUID	275428	AD#342737	03/08/2018	192.00	.00	
131	JACKSON HOLE NEWS & GUID	275524	AD#343223	03/07/2018	223.40	.00	
131	JACKSON HOLE NEWS & GUID	275525	AD#343267	03/07/2018	95.40	.00	
Total 131:					2,085.04	.00	
139	JORGENSEN ASSOCIATES, PC	40581	PROJ: 17019- TOJ/ FOREST SE	02/28/2018	797.50	.00	
139	JORGENSEN ASSOCIATES, PC	40620	PROJ: 08013 JACKSON HOLE AI	02/16/2018	1,335.65	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 139:					2,133.15	.00	
156	LOWER VALLEY ENERGY INC	19722 0318	930 simon lane	02/28/2018	133.46	133.46	03/13/2018
156	LOWER VALLEY ENERGY INC	19722 0318	145 W HANSEN FRONT	02/28/2018	126.21	126.21	03/13/2018
156	LOWER VALLEY ENERGY INC	19722 0318	145 W HANSEN FRONT	02/28/2018	54.08	54.08	03/13/2018
156	LOWER VALLEY ENERGY INC	19722 0318	145 W HANSEN BACK	02/28/2018	54.54	54.54	03/13/2018
156	LOWER VALLEY ENERGY INC	19722 0318	145 W HANSEN BACK	02/28/2018	101.29	101.29	03/13/2018
156	LOWER VALLEY ENERGY INC	19722 0318	145 W HANSEN FRONT	02/28/2018	4.43	4.43	03/13/2018
156	LOWER VALLEY ENERGY INC	19722 0318	145 W HANSEN FRONT	02/28/2018	1.91	1.91	03/13/2018
156	LOWER VALLEY ENERGY INC	19722 0318	940 SIMON	02/28/2018	134.70	134.70	03/13/2018
156	LOWER VALLEY ENERGY INC	19722 0318	174 NORTH KING	02/28/2018	499.71	499.71	03/13/2018
156	LOWER VALLEY ENERGY INC	19722 0318	455 VINE UTILITY	02/28/2018	38.80	38.80	03/13/2018
156	LOWER VALLEY ENERGY INC	19722 0318	55 VIRGINIAN LANE 65E	02/28/2018	60.11	60.11	03/13/2018
156	LOWER VALLEY ENERGY INC	19722 0318	55 VIRGINIAN LANE 65G	02/28/2018	40.10	40.10	03/13/2018
156	LOWER VALLEY ENERGY INC	92050-017: 02/	92050-017: INTERMED TREATM	02/28/2018	115.34	.00	
156	LOWER VALLEY ENERGY INC	92050-021: 02/	92050-021: 150 E PEARL AVE	02/28/2018	1,803.99	.00	
156	LOWER VALLEY ENERGY INC	92050-025: 02/	92050-025: SK W NEW SHOP	02/28/2018	665.15	.00	
156	LOWER VALLEY ENERGY INC	92050-047: 02/	92050-047: UV BUILDING	02/28/2018	242.70	.00	
156	LOWER VALLEY ENERGY INC	92050-049: 02/	92050-049: WASTE WATER PLA	02/28/2018	8,676.02	.00	
156	LOWER VALLEY ENERGY INC	92050-051: 02/	92050-051: WELL #5	02/28/2018	1,730.36	.00	
156	LOWER VALLEY ENERGY INC	92050-114: 02/	92050-114: HOME RANCH RSTR	02/28/2018	316.15	.00	
156	LOWER VALLEY ENERGY INC	92050-131: 02/	92050-131: 195 E DELONEY RS	02/28/2018	264.44	.00	
156	LOWER VALLEY ENERGY INC	92050-357: 02/	92050-357: KARNS MEADOW ST	02/28/2018	851.18	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:71	92050-045: TOWN SQUARE LIG	02/28/2018	161.02	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:71	92050-050: WATER TANK JXN	02/28/2018	20.40	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:71	92050-074: CRABTREELANE TH	02/28/2018	16.44	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:71	92050-081: PEARL ST IRR CON	02/28/2018	21.15	.00	
Total 156:					16,133.68	1,249.34	
166	TETON COUNTY-FUND 19	022818	FEB18 PARKS AND RECS	03/31/2018	85,183.00	.00	
Total 166:					85,183.00	.00	
187	NELSON ENGINEERING	46630	PROJ: 14-175-03 WEST BROAD	02/27/2018	5,106.57	.00	
Total 187:					5,106.57	.00	
226	O'RYAN CLEANERS	030118	DRY CLEANING	03/01/2018	208.89	.00	
Total 226:					208.89	.00	
257	NAPA AUTO PARTS INC.	761004	PARTS WASHER SOLVENT	02/14/2018	80.13	.00	
257	NAPA AUTO PARTS INC.	763068	alternator bearing	02/28/2018	74.76	.00	
257	NAPA AUTO PARTS INC.	763069	ALTERNATOR BEARING	02/28/2018	74.76	.00	
257	NAPA AUTO PARTS INC.	763296	BARS LEAK STOP,	03/01/2018	17.97	.00	
257	NAPA AUTO PARTS INC.	763355	BELT- AIR CONDITIONING, AUT	03/01/2018	79.58	.00	
257	NAPA AUTO PARTS INC.	763374	WHEEL SEAL- RIGHT WHEEL,	03/01/2018	138.15	.00	
257	NAPA AUTO PARTS INC.	763379	BELT- SEPERTINE	03/01/2018	59.26	.00	
257	NAPA AUTO PARTS INC.	763430	NAPAGOLD OIL FILTERS, NAPA	03/01/2018	412.52	.00	
257	NAPA AUTO PARTS INC.	7634432	NAPAGOLD AIR FILTER & NAPA	03/01/2018	169.14	.00	
257	NAPA AUTO PARTS INC.	763519	CREDIT: RETURN CORE DEPO	03/02/2018	42.41-	.00	
257	NAPA AUTO PARTS INC.	763606	CREDIT: RETURN SERPENTINE	03/02/2018	29.63-	.00	
257	NAPA AUTO PARTS INC.	763609	SWITCH	03/02/2018	17.12	.00	
257	NAPA AUTO PARTS INC.	763813	TOGGLE SWITCH	03/05/2018	9.82	.00	
257	NAPA AUTO PARTS INC.	764127	TIRE REP STRIPS BX60, TIRE R	03/06/2018	59.52	.00	
257	NAPA AUTO PARTS INC.	764630	M TRANS CNT SHAFT BRG, RO	03/09/2018	181.36	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
257	NAPA AUTO PARTS INC.	764811	CREDIT: RETURN TRANS CASE	03/10/2018	59.63-	.00	
257	NAPA AUTO PARTS INC.	765117	TUB BENDER	03/13/2018	21.14	.00	
Total 257:					1,263.56	.00	
268	TETON MOTORS INC	5084807	COVER, HEATER, AND MIRROR	02/21/2018	785.45	.00	
Total 268:					785.45	.00	
299	MIKE'S BODYSHOP INC.	13570	PAINT LIGHT POLES: LABOR A	02/13/2018	620.00	.00	
Total 299:					620.00	.00	
328	842-NCPERS GROUP WYOMIN	842318	PAYROLL DEDUCTIONS	02/23/2018	80.00	80.00	03/08/2018
Total 328:					80.00	80.00	
392	TETON LITERACY CENTER	082817	2ND QUARTER SERVICES	08/28/2017	4,087.50	.00	
Total 392:					4,087.50	.00	
463	ANIMAL CARE CLINIC OF JACK	011018	RABIES	01/10/2018	15.00	.00	
463	ANIMAL CARE CLINIC OF JACK	020918	ANIMAL CARE	02/09/2018	102.35	.00	
463	ANIMAL CARE CLINIC OF JACK	021318	FELINE NEUTER	02/13/2018	40.00	.00	
463	ANIMAL CARE CLINIC OF JACK	021318	RABIES	02/13/2018	15.00	.00	
463	ANIMAL CARE CLINIC OF JACK	022018	FIV TESTS	02/20/2018	310.00	.00	
463	ANIMAL CARE CLINIC OF JACK	031318	PD ID K9	03/13/2018	34.49	.00	
Total 463:					516.84	.00	
472	WHITE GLOVE CLEANING, INC.	34568	CLEAN SHELTERS FEBRUARY	02/28/2018	657.76	.00	
Total 472:					657.76	.00	
502	ELECTRICAL WHSLE SUPPLY C	S4413488.001	MED FLOUR LMPHLDR, GRNCR	02/15/2018	364.33	.00	
502	ELECTRICAL WHSLE SUPPLY C	S4413488.002	MED FLOUR LMPHLDR	02/15/2018	39.05	.00	
502	ELECTRICAL WHSLE SUPPLY C	S4413488.003	CREDIT: RETURN GRNCRE	02/22/2018	275.34-	.00	
502	ELECTRICAL WHSLE SUPPLY C	S4418649.001	LITH DLB48 (LENS)	02/20/2018	29.59	.00	
502	ELECTRICAL WHSLE SUPPLY C	S4420613.001	16T8/4F/850/BYP	03/02/2018	292.17	.00	
Total 502:					449.80	.00	
532	QUICK BROWN FOX LLC	3484	ELECTRICAL PERMIT APPLICA	02/02/2018	135.00	.00	
Total 532:					135.00	.00	
563	WESTBANK SANITATION	2794933	RENTAL- 940 SIMON LANE: MA	03/01/2018	46.51	.00	
563	WESTBANK SANITATION	2795267	WWTP- FEBRUARY 2018	02/01/2018	610.70	.00	
Total 563:					657.21	.00	
581	TETON COUNTY INTEGRATED	2611	FLUORESCENT BULB DISPOSA	02/23/2018	30.60	.00	
Total 581:					30.60	.00	
611	CUMMINS ROCKY MOUNTAIN L	001-97780	ALTERNATOR SUPPORT	03/08/2018	328.42	.00	
611	CUMMINS ROCKY MOUNTAIN L	024-62341	TEMPERATURE SENSOR	03/02/2018	.00	.00	
611	CUMMINS ROCKY MOUNTAIN L	024-62425	EGR COOLER KIT	03/06/2018	797.41	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 611:					1,125.83	.00	
668	FREEDOM MAILING SERVICE I	33182	UTILITY BILLING	03/05/2018	906.98	.00	
668	FREEDOM MAILING SERVICE I	33182	UTILITY BILLING	03/05/2018	906.98	.00	
668	FREEDOM MAILING SERVICE I	33187	BUSINESS LICENSE	03/06/2018	134.55	.00	
Total 668:					1,948.51	.00	
677	MACY'S SERVICES	28272	SERVICE CALL- PUMP TRUCK #	02/23/2018	288.00	.00	
Total 677:					288.00	.00	
708	DELTA DENTAL PLAN OF WYO	022818	FEBRUARY CLAIMS	02/28/2018	8,259.86	8,259.86	03/08/2018
Total 708:					8,259.86	8,259.86	
858	JACKSON HOLE COMMUNITY H	TOJ 17 3	3RD QUARTER PAYMENT	03/01/2018	6,250.00	.00	
Total 858:					6,250.00	.00	
996	TETON COUNTY SPECIAL FIRE	022818	FEBRUARY 2018 SPECIAL FIRE	02/28/2018	18,644.99	.00	
Total 996:					18,644.99	.00	
1081	JACK'S TIRE & OIL	602975-37	12R22.5/16 MICHELIN XZE, 12R	03/07/2018	4,735.52	.00	
Total 1081:					4,735.52	.00	
1134	ENERGY LABORATORIES INC.	137389	INFLUENT, EFFLUENT	02/14/2018	104.00	.00	
1134	ENERGY LABORATORIES INC.	138689	EFFLUENT	02/22/2018	59.00	.00	
1134	ENERGY LABORATORIES INC.	139371	EFFLUENT	02/27/2018	59.00	.00	
1134	ENERGY LABORATORIES INC.	140970	EFFLUENT	03/07/2018	59.00	.00	
Total 1134:					281.00	.00	
1178	ALAN'S WELDING INC.	48111	SQ TUBE 1X1X083 & LABOR	02/08/2018	67.03	.00	
Total 1178:					67.03	.00	
1355	TETON COUNTY TRANSFER ST	341643	DIM/LUMBER	08/17/2017	29.60	.00	
1355	TETON COUNTY TRANSFER ST	341644	METAL	08/17/2017	.00	.00	
1355	TETON COUNTY TRANSFER ST	343211	DIM/LUMBER	08/29/2017	22.40	.00	
1355	TETON COUNTY TRANSFER ST	355024	WGHT ONLY COMMERCIAL	11/28/2017	10.00	.00	
Total 1355:					62.00	.00	
1443	TETON COUNTY CLERK	033118	MARCH 2018 HOUSING AUTHO	03/31/2018	13,049.50	.00	
1443	TETON COUNTY CLERK	033118A	MARCH 2018 FIRE EMS OPERA	03/31/2018	101,360.75	.00	
1443	TETON COUNTY CLERK	033118B	MARCH 2018 PARKS AND REC	03/31/2018	90,986.59	.00	
1443	TETON COUNTY CLERK	033118B	MARCH 2018 PARKS AND REC	03/31/2018	21,949.66	.00	
1443	TETON COUNTY CLERK	110	REFERENCE 21 CLARION 1701	02/28/2018	1,591.25	.00	
Total 1443:					228,937.75	.00	
1504	ONE CALL OF WYOMING	47781	TICKETS FOR FEBRUARY 2018	03/10/2018	25.13	.00	
1504	ONE CALL OF WYOMING	47781	TICKETS FOR FEBRUARY 2018	03/10/2018	25.12	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1504:					50.25	.00	
1505	SPRING CREEK ANIMAL HOSPI	624917459	RABIES	02/14/2018	15.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	624917529	DOG FOOD CIGY	02/15/2018	211.18	.00	
1505	SPRING CREEK ANIMAL HOSPI	624917753	HEARTWORM MEDS	02/20/2018	204.13	.00	
1505	SPRING CREEK ANIMAL HOSPI	624917891	ANIMAL CARE	02/22/2018	90.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	624917891	MEDS	02/22/2018	35.31	.00	
1505	SPRING CREEK ANIMAL HOSPI	624917947	RABIES	02/23/2018	15.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	624918346	EXAM FOR SULLY	03/02/2018	127.12	.00	
Total 1505:					697.74	.00	
1614	TETON COUNTY-FUND 10	022318	JAN/FEB 2018 THOMAS NEWLA	02/23/2018	9,370.87	.00	
1614	TETON COUNTY-FUND 10	022818	FEBRUARY 2018 DISPATCH	03/31/2018	13,648.86	.00	
1614	TETON COUNTY-FUND 10	022818A	FEBRUARY 2018 PATHWAYS	02/28/2018	4,170.74	.00	
1614	TETON COUNTY-FUND 10	022818B	FEB18 REGAN KOHLHARDT	02/28/2018	2,973.54	.00	
1614	TETON COUNTY-FUND 10	022818C	FEB18 ALEX NORTON	02/28/2018	5,196.07	.00	
1614	TETON COUNTY-FUND 10	022818D	ALEX NORTON JUL17-JAN18 A	02/28/2018	19,055.45	.00	
Total 1614:					54,415.53	.00	
1640	WESTERN STATES	IN000595188	TROUBLESHOOT AND REPAIR- T	03/02/2018	885.96	.00	
1640	WESTERN STATES	IN000595189	TROUBLESHOOT ANS REPAIR-	03/05/2018	675.00	.00	
1640	WESTERN STATES	IN000595915	STUD & LOCKNUT	03/05/2018	44.60	.00	
1640	WESTERN STATES	IN000596970	TURBO GP-BAS- REPLACES, G	03/06/2018	2,950.28	.00	
1640	WESTERN STATES	IN000596978	CONT GP-XMSN- REPLACE 180	03/06/2018	1,036.47	.00	
Total 1640:					5,592.31	.00	
1764	WYOMING.COM INC	1797602	DOMAIN HOSTING	03/05/2018	5.00	.00	
Total 1764:					5.00	.00	
1783	AT&T	287272169264	MONTHLY CHARGES	02/20/2018	292.13	.00	
Total 1783:					292.13	.00	
1949	VERIZON WIRELESS	9802720779	MONTHLY SERVICES	03/01/2018	4,477.89	.00	
1949	VERIZON WIRELESS	9802720780	MONTHLY SERVICES	03/01/2018	1,346.61	.00	
Total 1949:					5,824.50	.00	
2175	DIVISION OF VICTIM SERVICES	030518	Crime Victimw Surcharge Feb18	03/05/2018	200.00	200.00	03/05/2018
Total 2175:					200.00	200.00	
2179	XEROX CORPORATION	092442625	CONTRACT COPIER	03/01/2018	67.82	.00	
2179	XEROX CORPORATION	092442626	CONTRACT COPIER	03/01/2018	206.44	.00	
2179	XEROX CORPORATION	092442627	CONTRACT COPIER	03/01/2018	200.79	.00	
2179	XEROX CORPORATION	092442628	CONTRACT COPIER	03/01/2018	68.95	.00	
2179	XEROX CORPORATION	092442646	CONTRACT COPIER	03/01/2018	28.65	.00	
Total 2179:					572.65	.00	
2213	ALPHAGRAPHICS BOZEMAN	134982	START BUS SIGNAGE	02/26/2018	495.16	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2213:					495.16	.00	
2458	AMERIGAS	3074761922	PROPANE FOR MIDDLE TANK:	02/06/2018	1,020.39	.00	
2458	AMERIGAS	3074761929	PROPANE FOR EAST TANK: 02/	02/06/2018	457.59	.00	
2458	AMERIGAS	3074761938	PROPANE FOR WEST TANK: 02	02/06/2018	666.47	.00	
Total 2458:					2,144.45	.00	
2547	BENEFIT ADMINISTRATORS, IN	1095-2017	1095 FORMS	01/29/2018	1,564.00	.00	
Total 2547:					1,564.00	.00	
2842	YELLOW IRON EXCAVATION, L	26101	Vine street trash removal	02/28/2018	17.50	17.50	03/13/2018
2842	YELLOW IRON EXCAVATION, L	26101	Vine street trash removal	02/28/2018	17.50	17.50	03/13/2018
2842	YELLOW IRON EXCAVATION, L	26101	Vine street trash removal	02/28/2018	17.50	17.50	03/13/2018
2842	YELLOW IRON EXCAVATION, L	26101	Vine street trash removal	02/28/2018	17.50	17.50	03/13/2018
2842	YELLOW IRON EXCAVATION, L	26203	TRASH REMOVAL FEBRUARY 2	02/28/2018	160.00	.00	
2842	YELLOW IRON EXCAVATION, L	26204	TRASH REMOVAL FEBRUARY 2	02/28/2018	260.00	.00	
2842	YELLOW IRON EXCAVATION, L	26205	TRASH REMOVAL FEBRUARY 2	02/28/2018	160.00	.00	
Total 2842:					650.00	70.00	
2850	LDA INC.	2728	SHIPPING- FLEET- NFI	03/02/2018	89.71	.00	
2850	LDA INC.	7688	SHIPPING: WWTP SAMPLES	03/12/2018	68.59	.00	
Total 2850:					158.30	.00	
2876	CAST	1083	MEMBERSHIP DUES	03/01/2018	630.00	.00	
Total 2876:					630.00	.00	
3027	TETON COUNTY-FUND 13	022818	FEBRUARY 2018 CAPITAL	02/28/2018	97.31	.00	
Total 3027:					97.31	.00	
3195	FERGUSON ENTERPRISES, IN	0917309	SWR SDL, ROMAC SADDLE 96	03/05/2018	808.00	.00	
Total 3195:					808.00	.00	
3303	BRISTOL, JAMES	6162	BUSINESS CARDS	03/13/2018	22.00	.00	
Total 3303:					22.00	.00	
3341	MSDS ONLINE, INC	174405	MSDS ONLINE HQ ACCOUNT- R	01/24/2018	2,299.00	.00	
Total 3341:					2,299.00	.00	
3408	E.R. OFFICE EXPRESS	0369CM	CREDIT	03/08/2018	185.99-	.00	
3408	E.R. OFFICE EXPRESS	07280	MONITOR ARM	10/30/2017	185.99	.00	
3408	E.R. OFFICE EXPRESS	07598	CALENDAR	11/30/2017	22.49	.00	
3408	E.R. OFFICE EXPRESS	07727	PENS	12/12/2017	11.47	.00	
3408	E.R. OFFICE EXPRESS	07787	BOX STORAGE	12/19/2017	47.99	.00	
3408	E.R. OFFICE EXPRESS	07811	TAX FORMS	12/19/2017	215.72	.00	
3408	E.R. OFFICE EXPRESS	08106	BADGE HOLDER VERT & SUGR	01/18/2018	32.53	.00	
3408	E.R. OFFICE EXPRESS	08233	LABELS	01/31/2018	19.79	.00	
3408	E.R. OFFICE EXPRESS	08243	DESK	01/31/2018	379.99	.00	
3408	E.R. OFFICE EXPRESS	08520	COMPATIBLE RIBBON BLACK,	03/02/2018	55.49	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3408	E.R. OFFICE EXPRESS	08523	PAPER	03/02/2018	149.98	.00	
Total 3408:					935.45	.00	
3507	ZIEM, JOHNNY	030718	TRAVEL EXPENSES DENVER	03/08/2017	330.00	.00	
Total 3507:					330.00	.00	
3508	RAINMAKER COACHING LLC	2048	FACILITATION FEES JIM 2018	03/14/2018	1,500.00	.00	
Total 3508:					1,500.00	.00	
3527	UPS	0000129VW40	SHIPPING CHARGE-POLICE	03/03/2018	17.80	.00	
Total 3527:					17.80	.00	
3596	ADVANCED GLASS TRIM, LLC	18669	WINDSHIELD #648- 2013 CHEV	03/07/2018	240.00	.00	
Total 3596:					240.00	.00	
3619	WY CHILD SUPPORT ENFORCE	031318	case #209790 GALLEGHER	03/13/2018	146.76	146.76	03/13/2018
3619	WY CHILD SUPPORT ENFORCE	031318	case #230073 cORONA	03/13/2018	745.50	745.50	03/13/2018
Total 3619:					892.26	892.26	
3661	JOHNSON, ROBERTS & ASSOC	135091	PHQ REPORT	03/05/2018	32.50	.00	
Total 3661:					32.50	.00	
3955	THOMSON WEST	834865044	LIBRARY PLAN CHANGES	03/04/2018	42.06	.00	
3955	THOMSON WEST	837787981	INFORMATION CHARGES	03/01/2018	340.24	.00	
3955	THOMSON WEST	837787981	INFORMATION CHARGES	03/01/2018	680.49	.00	
Total 3955:					1,062.79	.00	
3961	CHARTER	002091802281	MONTHLY SERVICES	02/28/2018	1,612.26	.00	
Total 3961:					1,612.26	.00	
3989	STINKY PRINTS, INC	45785	PROJ: PUBLIC WORKS SHOP A	02/16/2018	50.00	.00	
Total 3989:					50.00	.00	
4044	IDAHO FALLS PETERBILT	472497	AMBER LIGHT	03/05/2018	60.23	.00	
Total 4044:					60.23	.00	
4198	RESPOND FIRST AID SYSTEMS	192786	FIRST AID KIT SUPPLIES @ PU	03/07/2018	284.06	.00	
Total 4198:					284.06	.00	
4212	GILLIG LLC	40431000	VDO OIL PRESS 100 PSI SEND	02/27/2018	194.52	.00	
4212	GILLIG LLC	40431574	CAB MOUNTED BASIC ECU W/A	02/28/2018	853.25	.00	
4212	GILLIG LLC	40433097	HEIGHT CONTROL W/3 FILTER	03/05/2018	219.92	.00	
Total 4212:					1,267.69	.00	
4294	FIRE SERVICES OF IDAHO	236KM	PROJ: TOJ VERTICAL HARVES	02/28/2018	360.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4294:					360.00	.00	
4320	WARNER TRUCK CENTER	X101155594:0	PRESSURE SENSOR, EGR VAL	03/05/2018	1,410.58	.00	
4320	WARNER TRUCK CENTER	X101157247:0	PRESSURE RELIEF VALVE, SE	03/09/2018	115.53	.00	
Total 4320:					1,526.11	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE008892	ELECTRIC DOOR REPAIR- EQU	03/08/2018	746.95	.00	
Total 4380:					746.95	.00	
4401	MEYRING & ASSOCIATES, INC	I8338	REPLACE VALLAST AND LAMP	03/01/2018	182.80	.00	
4401	MEYRING & ASSOCIATES, INC	I8339	REPLACE THERMOSTAT @ ST	02/27/2018	168.76	.00	
4401	MEYRING & ASSOCIATES, INC	I8340	REPLACED BREAKER FOR BUS	02/27/2018	90.00	.00	
Total 4401:					441.56	.00	
4489	ALL-STAR AUTO PARTS	476099	BEARINGS AND M/TRANS CNT/	03/09/2018	195.97	.00	
Total 4489:					195.97	.00	
4513	STANARD & ASSOCIATES, INC	SA000036870	SELECTION TEST OD	02/28/2018	60.00	.00	
Total 4513:					60.00	.00	
4514	TEAM LABORATORY CHEMICA	INV0009751	FINE ROAD PATCH (50 BAGS)	02/09/2018	847.50	.00	
Total 4514:					847.50	.00	
4548	SILVER CREEK SUPPLY	S1809879.001	3/8 BRASS TEE	02/20/2018	7.46	.00	
Total 4548:					7.46	.00	
4550	PORTER'S OFFICE PRODUCTS	689599-0	PAPER	03/08/2018	98.97	.00	
Total 4550:					98.97	.00	
4635	TETON SIGNS LLC	8482	COROPLAST 5", VINYL- INTERM	01/25/2018	826.00	.00	
Total 4635:					826.00	.00	
4646	CORSI, JIM	760345	SNOW REMOVAL	03/01/2018	240.00	.00	
Total 4646:					240.00	.00	
4691	SCHOW'S TRUCK CENTER	C005037596:0	PARKER NIPPLE	12/07/2017	19.52	.00	
4691	SCHOW'S TRUCK CENTER	C005038160:0	SLACK ADJUST KIT, FRT	01/19/2018	197.17	.00	
4691	SCHOW'S TRUCK CENTER	C005038229:0	PARKER NIPPLE, 6600 SERIES	01/25/2018	366.86	.00	
Total 4691:					583.55	.00	
4699	SNAKE RIVER ROASTING	559171	COFFEE	03/08/2018	96.90	.00	
4699	SNAKE RIVER ROASTING	559186	COFFEE @ PW: (5LB)	03/08/2018	48.45	.00	
4699	SNAKE RIVER ROASTING	559204	COFFEE	03/12/2018	48.45	.00	
Total 4699:					193.80	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4709	FLEETPRIDE	92468321	R-90 GASKET, FRT	02/23/2018	37.25	.00	
4709	FLEETPRIDE	92695420	SAFETY VALVE 1/4", KIT SPARE	03/06/2018	71.32	.00	
Total 4709:					108.57	.00	
4720	SILVERSTAR	1992050	MONTHLY SERVICES	03/01/2018	32.74	.00	
4720	SILVERSTAR	1992050	MONTHLY SERVICES	03/01/2018	2,339.04	.00	
Total 4720:					2,371.78	.00	
4736	IDAHO CHILD SUPPORT RECEI	031318	case #236965 christensen	03/13/2018	350.50	350.50	03/13/2018
Total 4736:					350.50	350.50	
4770	DOUBLE H BAR, INC	030518	Restitution Payment	03/05/2018	25.00	25.00	03/05/2018
Total 4770:					25.00	25.00	
4774	BIG R RANCH & HOME	1309109	ICE MELT POWER THAW	02/13/2018	29.98	.00	
Total 4774:					29.98	.00	
4848	WAMCO LAB, INC.	13531	WO#:12850- FULL EFFLUENT A	02/13/2018	850.00	.00	
Total 4848:					850.00	.00	
4887	CONTROL SYSTEM TECHNOLO	8894	CONTROL HARDARE AND SER	02/15/2018	20,500.00	.00	
4887	CONTROL SYSTEM TECHNOLO	8918	DATA ACCESS- VERIZON DATA	03/05/2018	100.00	.00	
Total 4887:					20,600.00	.00	
4902	KOIS BROTHERS EQUIPMENT	112519	IMPLELLER BLADE, BOLT	02/22/2018	956.66	.00	
Total 4902:					956.66	.00	
4931	SNOW KING HOTEL	173000	CATERING	01/24/2018	607.87	.00	
4931	SNOW KING HOTEL	173376	CATERING TOWN COUNCIL RE	02/13/2018	3,102.65	.00	
4931	SNOW KING HOTEL	R165321	CATERING	11/03/2017	977.48	.00	
4931	SNOW KING HOTEL	R166411	CATERING	11/21/2017	1,599.34	.00	
Total 4931:					6,287.34	.00	
4990	Swagit Productions, LLC	10529	VIDEO STREAMING	02/28/2018	920.00	.00	
Total 4990:					920.00	.00	
5084	JACKSON HOLE SECURITY, LL	433	PROJ: EXTINGUISHERS- ANNU	01/16/2018	320.00	.00	
Total 5084:					320.00	.00	
5098	JACKSON ANIMAL HOSPITAL	13735	TREATS & FOOD	02/01/2018	112.35	.00	
5098	JACKSON ANIMAL HOSPITAL	13735	MEDS	02/01/2018	58.50	.00	
5098	JACKSON ANIMAL HOSPITAL	13744	FELINE NEUTER	02/01/2018	40.00	.00	
5098	JACKSON ANIMAL HOSPITAL	13744	RABIES	02/01/2018	15.00	.00	
5098	JACKSON ANIMAL HOSPITAL	13924	RABIES	02/09/2018	30.00	.00	
5098	JACKSON ANIMAL HOSPITAL	14005	BLOOD DRAW	02/12/2018	144.25	.00	
5098	JACKSON ANIMAL HOSPITAL	14078	MEDS	02/14/2018	54.34	.00	
5098	JACKSON ANIMAL HOSPITAL	14089	ANIMAL CARE	02/12/2018	387.63	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5098	JACKSON ANIMAL HOSPITAL	14090	ANIMAL CARE	02/16/2018	31.28	.00	
5098	JACKSON ANIMAL HOSPITAL	14213	FELINE SPAY	02/22/2018	90.00	.00	
5098	JACKSON ANIMAL HOSPITAL	14213	RABIES	02/22/2018	15.00	.00	
5098	JACKSON ANIMAL HOSPITAL	14343	RABIES	02/27/2018	16.00	.00	
5098	JACKSON ANIMAL HOSPITAL	14353	ANIMAL CARE	02/28/2018	154.03	.00	
Total 5098:					1,148.38	.00	
5108	Marquina, Francisca	030518	Restitution Payment Case #06-09	03/05/2018	25.00	25.00	03/05/2018
Total 5108:					25.00	25.00	
5111	SCHMILLEN, SCOTT	01655	FIXTURE CLEANING @ PARKIN	02/28/2018	237.50	.00	
5111	SCHMILLEN, SCOTT	01656	FIXTURE CLEANING @ DELON	02/28/2018	237.50	.00	
5111	SCHMILLEN, SCOTT	01657	FIXTURE CLEANING @ HOME R	02/27/2018	522.50	.00	
5111	SCHMILLEN, SCOTT	01658	FIXTURE CLEANING @ SNOW	02/27/2018	1,045.00	.00	
Total 5111:					2,042.50	.00	
5155	JELLY DONUT, LLC	700	WINDSHIELD REPAIR #204	01/11/2017	50.00	.00	
5155	JELLY DONUT, LLC	702	WINDSHIELD REPAIR #209	01/22/2018	50.00	.00	
5155	JELLY DONUT, LLC	703	WINDSHEILD REPAIR #1700	01/22/2018	50.00	.00	
5155	JELLY DONUT, LLC	704	WINDSHIELD REPAIR #203	01/23/2018	70.00	.00	
5155	JELLY DONUT, LLC	705	WINDSHIELD REPAIR #205	01/23/2018	60.00	.00	
5155	JELLY DONUT, LLC	717	WINDSHIELD REPAIR #206	01/29/2018	50.00	.00	
5155	JELLY DONUT, LLC	725	WINDSHEILD REPAIR #206	02/06/2018	70.00	.00	
5155	JELLY DONUT, LLC	726	WINDHSIELD REPAIR #293	02/06/2018	50.00	.00	
5155	JELLY DONUT, LLC	728	WINDSHIELD REPAIR #1700	02/07/2018	60.00	.00	
5155	JELLY DONUT, LLC	729	WINDSHIELD REPAIR #202	02/07/2018	50.00	.00	
5155	JELLY DONUT, LLC	730	WINDSHIELD REPAIR #201	02/07/2018	70.00	.00	
5155	JELLY DONUT, LLC	743	WINDHSIELD REPAIR #1700	02/15/2018	70.00	.00	
5155	JELLY DONUT, LLC	744	WINDHSIELD REPAIR #203	02/16/2018	50.00	.00	
5155	JELLY DONUT, LLC	745	WINDSHIELD REPAIR #201	02/16/2018	50.00	.00	
5155	JELLY DONUT, LLC	747	WINDHSIELD REPAIR #208	02/16/2018	60.00	.00	
5155	JELLY DONUT, LLC	748	WINDSHIELD REPAIR #210	02/16/2018	50.00	.00	
5155	JELLY DONUT, LLC	756	WINDSHIELD REPAIR #1700	02/27/2018	60.00	.00	
5155	JELLY DONUT, LLC	757	WINDSHIELD REPAIR #208	02/27/2018	80.00	.00	
5155	JELLY DONUT, LLC	758	WINSHIELD REPAIR #209	02/27/2018	60.00	.00	
5155	JELLY DONUT, LLC	759	WINDSHEILD REPAIR #205	02/28/2018	50.00	.00	
5155	JELLY DONUT, LLC	760	WINDSHIELD REPAIR #206	02/28/2018	50.00	.00	
5155	JELLY DONUT, LLC	761	WINDSHIELD REPAIR #202	02/28/2018	50.00	.00	
5155	JELLY DONUT, LLC	762	WINDSHIELD REPAIR #293	02/28/2018	60.00	.00	
5155	JELLY DONUT, LLC	763	WINDHSIELD REPAIR #203	02/28/2018	50.00	.00	
5155	JELLY DONUT, LLC	764	WINDSHIELD REPAIR #204	02/28/2018	70.00	.00	
5155	JELLY DONUT, LLC	765	WINDSHIELD REPAIR #299	02/28/2018	60.00	.00	
5155	JELLY DONUT, LLC	766	WINDSHEILD REPAIR #201	02/28/2018	50.00	.00	
Total 5155:					1,550.00	.00	
5173	MSC INDUSTRIAL SUPPLY CO	1921217001	MALE BRANCH BRASS PIPE TE	02/23/2018	170.67	.00	
5173	MSC INDUSTRIAL SUPPLY CO	1921234001	CABLE TIE BLACK, TERM- BOW	02/26/2018	108.25	.00	
5173	MSC INDUSTRIAL SUPPLY CO	1921234002	WHEEL WEIGHT 1-1/2OZ COAT	02/27/2018	42.03	.00	
Total 5173:					320.95	.00	
5302	PARTSMATER	23254693	SOLDER PASTEBOND	02/22/2018	134.85	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5302:					134.85	.00	
5333	SALT CITY SALES	128652	HI-VIZ GREEN GOATSKIN GLOV	02/28/2018	502.90	.00	
Total 5333:					502.90	.00	
5473	KELLERSTRASS ENTERPRISES	943232	MIDGRADE 87 E-10	03/07/2018	6,333.70	.00	
5473	KELLERSTRASS ENTERPRISES	943232-1	DF#2 DYED ULTRA LOW SULFU	03/07/2018	14,919.66	.00	
Total 5473:					21,253.36	.00	
5632	SNAKE RIVER MEP COMPLETE,	2399	TROUBLE SHOOT @ PUBLIC W	02/26/2018	341.75	.00	
Total 5632:					341.75	.00	
5655	Wyoming Business Council	031018	LOAN PAYMENT	03/10/2018	52,552.08	.00	
Total 5655:					52,552.08	.00	
5657	SUPERIOR TIRE & RUBBER CO	427276	POLAR EDGE/NO HOLES, FRT	02/26/2018	570.00	.00	
Total 5657:					570.00	.00	
5666	TRANSIT TALENT LLC	1931802	RECRUITMENT AD	03/07/2018	175.00	.00	
Total 5666:					175.00	.00	
5726	AMAZON	14LP-YX4Q-X	GLASS PROTECTOR	03/02/2018	17.95	.00	
5726	AMAZON	1767-KT4G-LY	PVC CARDS	02/24/2018	54.98	.00	
5726	AMAZON	196X-DNGY-C	SAMSUNG MONITOR	03/06/2018	948.99	.00	
5726	AMAZON	1VNN-WJT7-H	DVD WRITER	02/23/2018	26.49	.00	
5726	AMAZON	1VNN-WJT7-X	CABLE	02/26/2018	15.99	.00	
5726	AMAZON	1WFG-XVJJ-16	TONER	02/27/2018	383.98	.00	
5726	AMAZON	1X4X-X616-M	TONER	03/01/2018	104.99	.00	
5726	AMAZON	1XPV-WQMW-	TERA STATION	03/06/2018	909.99	.00	
Total 5726:					2,463.36	.00	
5780	MOUNTAIN TOWN NEWS	030518	CLASSIFIED ADS	03/05/2018	33.80	.00	
Total 5780:					33.80	.00	
5880	BOREAL PROPERTY MANAGE	13005A	LIGHT REPAIR & LIGHT FIX. RE	02/28/2018	871.25-	.00	
5880	BOREAL PROPERTY MANAGE	13005A	LIGHT REPAIR & LIGHT FIX. RE	02/28/2018	301.05	.00	
5880	BOREAL PROPERTY MANAGE	13005A	LIGHT REPAIR & LIGHT FIX. RE	02/28/2018	871.25	.00	
Total 5880:					301.05	.00	
5926	DASH MEDICAL GLOVES	INV1096451	BLACK EXAM GLOVES	03/02/2018	125.80	.00	
Total 5926:					125.80	.00	
5956	Peak Facilitation Group	1799	SNOW KING PUBLIC ENGAGEM	02/08/2018	12,364.92	.00	
Total 5956:					12,364.92	.00	
5967	CITY OF DRIGGS	BBSTART2018	BUS BARN RENTAL, SNOW RE	01/30/2018	828.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5967	CITY OF DRIGGS	BBSTART2018	BUS BARN RENTAL, SNOW RE	01/30/2018	351.69	.00	
5967	CITY OF DRIGGS	BBSTART2018	BUS BARN RENTAL, SNOW RE	01/30/2018	117.76	.00	
Total 5967:					1,297.45	.00	
6028	SETCOM CORPORATION	9532242	HELMET KIT	02/16/2018	4,262.45	.00	
Total 6028:					4,262.45	.00	
6092	ENERGY 1	18230	SERVICE CALL FOR UNIT HEAT	03/02/2018	1,158.03	.00	
Total 6092:					1,158.03	.00	
6105	INFINITE HYDRAULICS LLC	1091	REPAIR OF CYLINDER 4" X 24",	02/27/2018	474.12	.00	
Total 6105:					474.12	.00	
6121	IDENTISYS, INC	378745	II HID CARD	03/07/2018	1,995.47	.00	
Total 6121:					1,995.47	.00	
6123	GEM STATE TUB REPAIR	11085	REGLAZE TUB SHOWER @ 930	03/09/2018	633.50	.00	
Total 6123:					633.50	.00	
6124	DAVID STUBBS	180308	TOWN/START/PD WEB IMAGES	03/08/2018	4,665.00	.00	
Total 6124:					4,665.00	.00	
6125	GRIZZLEY BEAR ENTERPRISES	50	TILE @ PARKING GARAGE	02/22/2018	623.82	.00	
Total 6125:					623.82	.00	
6126	GARMIN USA	139673220	GARMIN INREACH EXPLORER	02/28/2018	404.99	.00	
Total 6126:					404.99	.00	
6127	INREACH, INC	MI18-2039HH	ACTIVATION FEE & SERVICE	02/28/2018	804.35	.00	
Total 6127:					804.35	.00	
Grand Totals:					640,509.08	11,151.96	

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: \_\_\_\_\_

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

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

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\_\_\_\_\_

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

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

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Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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# TOWN OF JACKSON

## TOWN COUNCIL

### AGENDA DOCUMENTATION

**PREPARATION DATE:** March 15, 2018

**SUBMITTING DEPARTMENTS:** Jackson Police and Information Technology

**MEETING DATE:** March 19, 2018

**DEPARTMENT DIRECTORS:** Todd Smith and Zolo

**PRESENTERS:** Todd Smith and Zolo

**SUBJECT:** eFORCE Software License and Service Agreement for JPD Records Management System

#### STATEMENT/PURPOSE

Approve the software license and service agreement contract with eFORCE Software for a records management system (RMS) platform for the Jackson Police Department.

#### BACKGROUND/ALTERNATIVES

The police department transitioned to a new RMS system in July of 2017 when the Sheriff's Office acquired the new system to replace a very antiquated and outdated RMS that had been in place since 1999 and had been very problematic within the computer aided dispatch (CAD) portion of the system.

After using the RMS piece of the new system for the past seven months the police department has found compatibility issues with its functionality versus actual day-to-day work flow needs of the agency. (I.e. traffic collision report duplication, usability of Uniform Crime reports to the State of WY, redundant data entry for basic crime reports, inferior digital citation/ parking citation module over previous system, necessity to purchase additional hardware to use citation modules, challenging search functionality to extract data from the system for investigations and public records requests etc.)

To improve upon this situation for the end user and to maintain maximum efficiency of work flow, the police department is opting to acquiring a separate RMS that they feel will better meet the operational needs of the police department.

The new RMS system (E-Force) is a browser based system with simplified basic operations and streamlined to avoid duplication of data entry at all points within the system. It is a very cost-effective product that should effectively be usable for the next 15-20 years. An additional benefit is Lincoln County Wyoming to the south and Teton County Idaho to the west use the same system that will allow for data sharing to occur between agencies, which enhances the effectiveness of the system further.

#### STAKEHOLDER ANALYSIS

The Town of Jackson itself, specifically the Jackson Police Department and the Town of Jackson IT Department. As they are served by the Jackson Police Department, residents and visitors are perhaps the primary stakeholders in this platform and its ability to provide more effective, efficient public safety services.

#### ATTACHMENTS

Contract for software license and service agreement with eFORCE.

#### FISCAL IMPACT

This is a very cost-effective platform and product, and provides a substantial savings to the Town of Jackson in terms of annual maintenance compared to previous platforms. The immediate fiscal impact of this contract is \$34,311 to purchase licensing for eFORCE Software's RMS product. As eFORCE builds out the platform for the Jackson Police Department, services for system set up and training and an interface with the State of Wyoming's criminal database will cost an additional \$57,141.

### STAFF IMPACT

Staff impact of this contract and the eFORCE RMS system is positive. It will reduce duplication of data entry for Police Department personnel, increase officer safety in the field, and simplify many of the processes used daily by our police force in providing public safety for our community. As a browser-based platform, it will also greatly simplify in-car and remote access to the system, and reduce IT overhead for implementation and maintenance. Furthermore, it will add a level of transparency and cooperation not realized before in sharing criminal data with our neighboring communities in Lincoln County and Teton County, Idaho.

### LEGAL REVIEW

The contract has been reviewed by the Town Attorney's office.

### RECOMMENDATION

Staff recommends the Town Council approve the software license and service agreement contract with eFORCE Software to establish an RMS system for the Jackson Police Department.

### SUGGESTED MOTION

I move to approve the software license and service agreement contract with eFORCE Software to establish a records management software system for the Jackson Police Department.

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### Synopsis for PowerPoint (120 words max):

Staff is recommending approval of a software license and service agreement contract with eFORCE Software to establish an RMS system for the Jackson Police Department.

Town of Jackson, WY  
Physical: 150 E. Pearl Ave Jackson, WY 83001



## **Intellichoice, Inc. DBA eFORCE® Software Product License and Service Agreement**

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1047 South 100 West, Suite 130, Logan, UT 84321

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10. Limitation of Liability
11. Responsibility of the Parties
12. Default and Cancellation
13. Return on Cancellation
14. Notices
15. General
16. Attachments

eFORCE Product License and Service Agreement

1. Schedule 1: Deliverable Products, Costs, and Payment Terms Schedule
2. 1.1: Deliverable Products and Costs
3. eFORCE® Licensing Descriptions:
4. Interface Terms and Conditions:
5. Third Party Disclaimer
6. Data Conversion Custom Deliverable Terms and Conditions:
7. Schedule 1.2: Payment Terms
8. Schedule 2: Contact, Leadership, and Payment Information & Statement of Work
9. Schedule 2.1: Contact and Leadership Information
10. Schedule 2.2: Payment Information
11. Schedule 2.3: Statement of Work
12. Agency Information
13. Agency Training Information
14. Agency Hardware Information
15. Hardware/Server Specifications
16. Application Access Device Requirements
17. Agency Preparation Check List
18. Training
19. Agency Training Requirements Check List
20. Features and/or Functionality
21. Features and/or Functionality Demonstration

## **Product License and Service Agreement**

This Product License and Service Agreement (“Agreement”) is made as of 2018-03-14 (the "Effective Date") by and between Intellichoice, Inc., a Utah Corporation, ("Intellichoice") and Town of Jackson, WY ("Customer").

### **1. Definitions**

For purposes of this Agreement, the following terms shall have the meaning set forth below:

1.1 "Annual License" means a license granted for a three hundred and sixty-five (365) calendar-day period. The initial Annual License begins on the first day of the calendar month following the Effective Date hereof. The Annual License is automatically renewed for each additional three hundred and sixty-five (365) calendar-day period ("Subsequent Years"), unless cancelled as provided in this Agreement. The Annual License for Subsequent Years shall begin on the first day of each Subsequent Year (the "Renewal Date") and the Annual License and Support Fees for Subsequent Years shall be due and payable on or before each Renewal Date.

1.2 "Database Software" means the current release of Programs which enable Customer to store, access and maintain data generated by the licensed Programs listed in the schedules attached hereto.

1.3 "Delivery" means the conveyance, installation, configuration of the Licensed Product to Customer and the complete training protocol on the Licensed Product by Intellichoice.

1.4 "Licensed Product" means the Program(s), Module(s), System Software, Database Software and Related Materials (as these terms are defined in Paragraphs 1.1 – 1.6 herein) which are licensed to Customer pursuant to Paragraph 2.1 and set forth specifically in the Schedule 1 attached hereto and made a part hereof by this reference.

1.5 "Module" means a group of related Programs.

1.6 "Program" shall mean a machine-executable copy of the object code of a collection of instructions for performing a specific computer function.

1.7 "Related Materials" means all material, other than the Program(s), furnished by Intellichoice for use in conjunction with such Program(s) and including for example, operating instructions, descriptions, and other documentation, including all guides and manuals, and further shall include all permitted copies of Program material made by Customer.

1.8 "Remote Terminal" means the computer hardware used by Intellichoice to access Customer's Program(s) for Support purposes.

1.9 "Support" means Licensed Product services defined by Intellichoice's current specification for such services and further shall include consultation and guidance support requested by Customer and agreed to be supplied by Intellichoice at its then current rates.

1.10 "System Software" means the current release of Programs and routines which enable Customer to operate a leased or purchased computer hardware system including, for example, a control program or operating system, and if provided, appropriate utility routines, conversion programs, network software and language processors including compilers, assemblers and translators.

1.11 "Training" means Intellichoice's current published training courses for Program operation at the then current rates.

1.12 "User" means the individual or non-human operated device authorized to use the Programs.

### **2. License**

2.1 Subject to the terms and conditions of this Agreement, Intellichoice hereby grants to Customer and Customer hereby accepts a personal, nonexclusive, nontransferable right and license to use the Licensed Products. The Licensed Products are provided by Intellichoice under separate authorized reseller agreements or are owned solely by Intellichoice. All Licensed Products provided hereunder are protected by United States copyright laws as well as other laws relating to the protection of intellectual property as well as international treaties and conventions. Customer may make one copy of the Licensed Products solely for backup purposes.

2.2 Customer is authorized to make permitted use only of those Licensed Products for which it is duly and currently licensed hereunder and shall promptly return to Intellichoice all materials defined by Paragraphs 1.1 - 1.6 hereof within thirty (30) days of any cancellation of the license covering said materials.

2.3 It is hereby agreed that Intellichoice is the owner of all right, title and interest in and to the Licensed Product(s) or otherwise duly authorized to grant the license herein, including the accompanying software, text, graphics and documentation, Related Materials, Support materials and Training materials and all subsequent copies thereof, regardless of the media or form in which the original materials or copies may exist. As the licensee, Customer through its license of Licensed Product(s) does not acquire any ownership rights to such materials whatsoever. It is understood and agreed between the parties that certain Modules, templates and interfaces incorporated into the Licensed Product(s) may originate from a third party and Intellichoice makes no claim to ownership of such Modules, templates and interfaces except to the integration of the same in connection with the Licensed Products.

2.4 Customer shall not sublicense, assign or transfer any license granted herein in any way without the express prior written consent of Intellichoice.

2.5 Customer shall not modify, reverse engineer, decompile or disassemble any Licensed Product, nor shall Customer create derivative works from any Program. Customer shall not use any Program in any manner that infringes the intellectual property rights or other rights of Intellichoice, its licensor's or any other person, all of whom are considered third-party beneficiaries under this Agreement.

### **3. Delivery of Licensed Products**

3.1 Acceptance testing of all Licensed Products shall be completed by Customer within forty-five (45) days from the date the Licensed Product is Delivered to Customer. Customer shall notify Intellichoice in writing of any deficiencies in the Licensed Products. If Customer notifies Intellichoice of a material deficiency, defined as a deficiency that hinders or prohibits Customer workflow or Customer's ability to use the Licensed Product as agreed to, within said forty-five (45) days, the forty-five (45) period for acceptance will restart on the date of such notice. If Customer does not notify Intellichoice in writing within said forty-five (45) day period, the Licensed Product(s) shall be deemed accepted by Customer. The acceptance by the Customer of any Licensed Product(s) identified herein shall constitute the completion of Intellichoice's obligation to Deliver such Licensed Product.

### **4. Term**

4.1 The Annual License shall commence on the first day of the calendar month following the Effective Date hereof and shall remain in effect for each respective Licensed Product until cancelled by Customer upon thirty (30) days prior written notice, or cancelled by Intellichoice as provided in Paragraph 12 hereof. The Annual License renews each subsequent year on said date (the "Renewal Date").

4.2 The Annual License and Support fees for Subsequent Years specified in Schedule 1 shall be due and payable for each Licensed Product on or before each Renewal Date.

### **5. Charges and Taxes**

5.1 Customer agrees to pay Intellichoice within thirty (30) days of receipt of an invoice for the Licensed Products, Interfaces, Custom Deliverables, all Training Fees, and Annual License Fees, all Support Fees, and for all other charges and costs listed in Schedule 1 which is attached hereto and made a part hereof by this reference. Fees for a new license year are due and payable on the first day of each Subsequent Year. Customer agrees to pay a late payment charge at the rate of two percent (2%) per month, if permitted by law, otherwise at the maximum lawful rate on any unpaid amount for each calendar month (or fraction thereof) that such payment is in default.

5.2 In any case where payment is not made when due, Intellichoice may without any liability whatsoever defer its performance until payment is received and extend any relevant date of delivery by the same period of delayed payment.

5.3 Intellichoice may, by advanced written notice to Customer, increase up to a maximum of three percent (3%) total or decrease the Annual License and Support fees. The effective date of any such increase or decrease shall be at least ninety (90) days prior to the renewal date. Customer may, at its option, pay the increased or decreased license fee or cancel this Agreement.

### **6. Classification of Licensed Products**

6.1 Each Licensed Product and each release of a Licensed Product will be classified by Intellichoice as a category "A" product ("Category "A" Product") or a category "B" product ("Category "B" Product").

6.2 Intellichoice will maintain and Support the current version of all Category "A" Licensed Products as set forth in Paragraph 7.1 and will make available to Customer all revisions thereof released by Intellichoice during the term of this Agreement, as long as such Licensed Products remain classified by Intellichoice as Category "A" products. Intellichoice will maintain all Category "A" Licensed Products to be compatible with unaltered releases of the Database Software, the System Software and the computer hardware then specified by Intellichoice.

6.3 Intellichoice delivers Category "B" Licensed Products solely on an "as is" basis and therefore does not provide Programming or Support

services for Category “B” Licensed Products.

6.4 Each Licensed Product, whether classified as Category A or Category B, shall remain so classified for the Term of this Agreement. Intellicochoice may reclassify any Licensed Product(s) no fewer than ninety (90) days from the Renewal Date.

## **7. Licensed Product Support**

7.1 Intellicochoice will provide telephone and Remote Terminal Support for the operation of Category “A” Licensed Products during normal Intellicochoice office hours, specifically between the hours of 8 a.m. and 5 p.m. Monday through Friday. Based upon a forty (40) hour week after hours Support will be provided on an on-call basis for which Customer will be billed at the then current Intellicochoice billing rates for non-emergency calls. Customer shall provide hardware and communications software necessary to permit Remote Terminal Support.

7.2 During the term of this Agreement, Intellicochoice agrees to provide maintenance and support services, as described herein, for the Licensed Product(s) so as to maintain such in good working order, keeping said Licensed Products free from material defects. Such maintenance and support shall include (i) diagnosis of problems or performance deficiencies, (ii) help and technical support for installation and updates, and (iii) a resolution of the problem or performance deficiencies. Intellicochoice will use its best efforts to cure, as described below, reported and reproducible errors in the Licensed Product(s), using the following four (4) severity levels to categorize and respond to reported problems:

7.3 Severity 1: Critical Business Impact. The impact of the reported problem is such that the Customer is unable to either use the Licensed Product(s) or reasonably continue work using the Licensed Product(s). Intellicochoice will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 1 problem as soon as reasonably possible, but in any event a response via telephone will be provided within one (1) hour. Saltus will make best efforts to resolve Severity 1 problems in less than forty-eight (48) hours, but in any event, will engage staff until an acceptable resolution is achieved. If, after forty-eight (48) hours, the problem persists Intellicochoice will dispatch a technician onsite to address the problem at no cost to the Customer.

7.4 Severity 2: Significant Business Impact. Important features of the Licensed Product(s) are not working properly and there are no acceptable, alternative solutions. While other areas of the Licensed Product(s) are not impacted, the reported problem has created a significant, negative impact on the Customer’s productivity or service level. Intellicochoice will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem as soon as reasonably possible, but in any event a response via telephone will be provided within four (4) hours. Intellicochoice will exercise best efforts to resolve Severity 2 problems within five (5) days, but in any event, will engage staff until an acceptable resolution is achieved. If, after five (5) days, the problem persists Saltus will dispatch a technician onsite to address the problem at no cost to the Customer.

7.5 Severity 3: Some Business Impact. Important features of the Licensed Product(s) are not working properly, but an alternative solution is available or non-essential features of the Software are not working properly with no alternative solution. The Customer impact, regardless of Licensed Product(s) usage, is minimal loss of operational functionality or implementation resources. Intellicochoice will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 3 problem as soon as reasonably practical, but in any event a response via telephone will be provided within one (1) day. Intellicochoice will exercise best efforts to resolve Severity 3 problems within seven (7) days, but in any event, will engage staff during business hours until an acceptable resolution is achieved.

7.6 Severity 4: Minimal Business Impact. A noticeable situation exists in which use of the Licensed Product(s) is affected in some way which is reasonably correctable by a documentation change or by a future, regular maintenance release. Intellicochoice will provide, as agreed by the parties, a fix or fixes for Severity 4 problems in future maintenance releases.

7.7 Intellicochoice will provide such Training for the operation of Category “A” Licensed Products as is requested by Customer and agreed to by Intellicochoice in the Training section of Schedule 2.3 Statement of Work.

7.8 Material Defects are defined as problems or deficiencies in the Licensed Products:

- A: That do not meet industry defined performance standards of said Licensed Products operating in a customer network and hardware free of issues that may affect application performance.
- B: Which inhibit the eFORCE Suite to operate as designed by Intellicochoice. Feature, functionality or change in design requests by Customer are not Material Defects.

## **8. Confidentiality**

8.1 Customer agrees not to disclose, publish, release, transfer or otherwise make available any Licensed Products in any form, to any person other than Customer and Customer’s employees who have a need to know such information without prior written consent from Intellicochoice. Customer also agrees that the original copies of all materials furnished by Intellicochoice and all copies thereof made by customer shall remain the sole property of Intellicochoice. The Customer further agrees to protect the confidentiality of Licensed Products or any part thereof from unauthorized disclosure by its agents, employees or customers, to the extent permitted under Wyoming law. Notwithstanding anything to the contrary herein, in the event Intellicochoice consents to the disclosure of any such confidential information, Customer shall have such disclose sign an appropriate agreement requiring such discloser to be under the same obligations of confidentiality as Customer and Customer hereby indemnifies Intellicochoice from any failure to require discloser to be so bound.

8.2 Customer agrees not to disclose, publish, release, transfer or otherwise make available the eFORCE® database without sole written consent furnished by Intellichoice. The Customer further agrees to protect the confidentiality of the eFORCE® database or any part thereof from unauthorized disclosure by its agents, employees or customers, to the extent permitted under Wyoming law. Notwithstanding anything to the contrary herein, in the event Intellichoice consents to the disclosure of any such confidential information, Customer shall have such disclose sign an appropriate agreement requiring such discloser to be under the same obligations of confidentiality as Customer and Customer hereby indemnifies Intellichoice from any failure to require disclose to be so bound.

8.3 Except as specifically provided herein, Customer agrees to indemnify and hold Intellichoice free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorneys' fees and court costs, relating to, resulting from or in any way arising out of Customer's possession, maintenance, use, operation or output of the Licensed Products, or the condition, loss, damage, or destruction of any part of the Licensed Products. Customer shall give Intellichoice prompt written notice of any matter for which Customer is or may be required to indemnify Intellichoice.

## **9. Limited Warranty**

9.1 **CATEGORY "A" PRODUCT WARRANTY** - Each unaltered Licensed Product classified as a Category "A" product is warranted for one (1) year from the first day of the calendar month following the Effective Date hereof, to perform substantially in accordance with the same release level product specification provided and/or published by Intellichoice for that specific Licensed Product. Additionally, there is a one year warranty for each newly released feature or function. **Initial here** \_\_\_\_\_

9.2 **CATEGORY "B" PRODUCTS SOLD "AS IS"** - Each release of a Category "B" Licensed Product is strictly licensed on an "as is" basis without any warranty whatsoever, whether express or implied, including warranties of merchantability or fitness for a particular purpose. **Initial here** \_\_\_\_\_

9.3 **EXCLUSIVE REMEDY FOR DEFECT** - Customer agrees that its sole and exclusive remedy and Intellichoice's sole obligation, if a Licensed Product warranted hereunder fails to conform to the terms of Paragraph 9.1 above and Customer advises Intellichoice of such failure in writing during the term of the warranty, is for Intellichoice to provide programming services to correct any defect. Intellichoice will diagnose the defect and provide an estimated timeframe for correcting the defect within five (5) business days. For the purposes of this Agreement, non-conformance to the terms of Paragraph 9.1 above and the term "defect" shall mean only significant deviations from the terms of Paragraph 9.1 above for such current release of Licensed Product. **Initial here** \_\_\_\_\_

9.4 **COSTS MAY BE BILLED TO CUSTOMER** - If Intellichoice determines after investigation that the Licensed Product defect was caused by Customer manipulating the system configuration, defined as configuration beyond Customer's expected agency adjustments, Customer agrees to pay for all time and materials spent and expenses incurred by Intellichoice in attempting to determine and correct Customer's problem. Such payments shall be paid within thirty (30) days of receipt of an invoice from Intellichoice. **Initial here** \_\_\_\_\_

9.5 **NO OTHER WARRANTIES** - Except as specifically provided herein, there are no other warranties, express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. Intellichoice does not warrant that the functions contained in the Licensed Products will meet customer's requirement or that the operation of the Licensed Products will be uninterrupted or error free. **Initial here** \_\_\_\_\_

## **10. Limitation of Liability**

10.1 **NO CONSEQUENTIAL DAMAGES** - In no event shall Intellichoice be liable to Customer for loss of profit, lost savings or other direct, indirect or consequential damages arising out of breach of this Agreement or of obligations under this Agreement, the License granted or for any claim made against Customer by any other party, even if Intellichoice has been advised of such damages or claim. **Initial here** \_\_\_\_\_

10.2 **LIMITATION ON LIABILITY** - Intellichoice shall not be liable for any damages of whatever nature caused by any delay in delivery, operation, installation or Support of Licensed Products or services under this Agreement or resulting from any Licensed Products altered by Customer or at Customer's direction. **Initial here** \_\_\_\_\_

10.3 **LIQUIDATED DAMAGES** - Intellichoice's liability, if any, to Customer for any reason for any Licensed Product or related in any way to any Licensed Product shall not exceed the initial fee set forth in Schedule 1 for such Licensed Product that have actually been paid to Intellichoice. **Initial here** \_\_\_\_\_

10.4 **NO ADDITIONAL FEATURES** - Customer's evaluation of and decision to procure License(s) hereunder for the Licensed Product(s) listed on Schedule 1 are based solely on a visual demonstration of the Licensed Product(s) by Customer and are not based in any way on any representations, verbal or otherwise, made by any Intellichoice employee, representative, agent or contractor. Intellichoice is in no way obligated to provide Licensed Product features, functionality, interfaces, training, support, services, or additional modules that were not

demonstrated to the Customer, unless expressly set forth in a written attachment to this Agreement duly signed by Intellichoice. Customer understands and agrees that if a Licensed Product, feature, functionality, interface, training, support, service or related material is not specifically set forth in this Agreement or a duly signed Attachment to this Agreement, it will not be provided. **Initial here** \_\_\_\_\_

## **11. Responsibility of the Parties**

11.1 Customer shall be exclusively responsible for the supervision, management, operation and control of its use of the Licensed Products, including but not limited to: (1) initial installation, Product testing, installation of updates, data backup, data recovery, audit controls, and operating methods; and (2) implementing sufficient procedures to satisfy its requirements for security, data security and accuracy of input and output as well as restart and recovery in the event of malfunction; (3) operating and maintaining all hardware System Software and Database Software components used in the operation of the Licensed Product(s); and (4) maintain acceptable virus and other system scanning measures, data updates, as well as other standard security measures established for like Users in like circumstances.

## **12. Default and Cancellation**

12.1 Each License granted hereunder may be cancelled by Intellichoice if Customer is in default in payment of any amount due under this Agreement for a period of thirty (30) days or more. Each License granted hereunder may be cancelled by either party at any time upon default by the other party of any other covenants of this License provided such default is not corrected within ninety (90) days after receipt of written notice thereof. Said written notice must set forth particulars of the alleged default.

12.2 Customer's obligation to pay fees and charges which have accrued and any damages arising from its breach of this Agreement shall survive cancellation. Any extension of time for payment shall not otherwise alter or affect Intellichoice's or Customer's rights or obligations or be deemed a waiver thereof.

12.3 In the event of default, the party in default shall pay all costs of enforcing the Agreement including obtaining damages for its breach and reasonable attorney's fees and costs.

## **13. Return on Cancellation**

13.1 Within ten (10) days after the termination or cancellation for any reason of a License granted hereunder, Customer shall deliver to Intellichoice the applicable Licensed Products and all copies thereof in whatever form.

## **14. Notices**

14.1 Any notice required pertaining to the subject matter of this Agreement shall be deemed rendered when the same has been hand delivered with signed transmittal record, or mailed certified postage prepaid, return receipt requested to the party at the address shown for that party in Schedule 2, which is attached hereto and made a part hereof by this reference.

## **15. General**

15.1 Any License granted in this Agreement shall not be deemed to include or extend to any product, Software, Material or Licensed Products of Intellichoice or any part thereof, heretofore or hereafter released by Intellichoice, unless specifically set forth in Schedule 1.

15.2 The laws of the State of Wyoming shall govern the interpretation, validity and effect of this Agreement. The courts of Wyoming shall have exclusive jurisdiction to determine all claims, disputes, actions, or suits which may arise hereunder, and the parties hereby expressly consent to the exclusive jurisdiction and venue before the proper authority in Wyoming.

15.3 It is represented and warranted by the party signing on behalf of the Customer that all steps necessary to authorize Customer to enter into this Agreement have been duly and lawfully completed, that the signatory is authorized to sign this Agreement on behalf of the Customer, and that when executed this Agreement is valid and binding on Customer, its successors and assigns.

15.4 This Agreement shall take precedence over any other communications or documents that may be in conflict therewith. If, for any reason, any provision of this Agreement is found to be unenforceable, such provision shall be deemed to prohibit such activity only to the extent it is found to be unenforceable and the other provisions of this Agreement shall be unaffected to the extent permitted by law.

15.5 A waiver by either party of a breach of any term or condition of this Agreement shall not constitute a waiver of any further breach of a term or condition of this Agreement and no such waiver shall be effective unless in writing signed by the party against whom such waiver is asserted. The parties shall not be liable for any failure to perform due to causes beyond its reasonable control. Each party has relied upon its own examination of the full Agreement and the provisions thereof, and the warranties, representations, and covenants expressly contained in the Agreement itself.

The parties are independent contractors and this Agreement will not be construed as a teaming Agreement or joint venture. It is not the intent of the parties to incur by contract any liability for the operations, acts, or omissions of the other party whatsoever. This Agreement shall not create any rights in or inure to the benefit of any third parties, except as specifically set forth in Paragraph 2.5. The paragraph headings used herein are for the convenience of the parties and shall not be deemed to modify or construe the provisions hereof. This Agreement shall be binding upon and shall inure to the benefit of the heirs and personal representatives and/or the successors and assigns of the parties.

15.6 Notwithstanding any term of this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted and sufficient funds are otherwise unavailable in any fiscal period during which payments are due under the Agreement, Customer shall immediately notify Intellicochoice in writing of such occurrence and the Agreement shall terminate on the last day of the term for which sufficient appropriations or payments have been received or made, without penalty or expense to customer. Customer's obligation to make payments under this Agreement is from year-to-year only. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the Customer unless otherwise noted in this Agreement or in writing as a separate attachment hereto.

**16. Attachments**

16.1 The Attachments listed in Paragraph 16.2 are binding on the parties hereto and are made a part of this Agreement by this reference ("Attachments").

16.2 Attachments made a part of this Agreement:

- Schedule 1 – Deliverable Products, Costs, and Payment Terms
- Schedule 2 – Contact, Leadership, and Payment Information, and Statement of Work

By its signature below, Customer represents and agrees that it has fully evaluated the Licensed Products to its complete satisfaction, that it has read and understands this Agreement, including the schedules attached hereto, that the Agreement constitutes the entire agreement, understanding and representations, expressed or implied, between Customer and Intellicochoice with respect to the subject matter of this Agreement, and that this Agreement supersedes any and all prior communications and agreements between the parties, including all oral or written proposals, communications or other agreements. By their signatures below, the parties understand and agree that this Agreement may be modified or amended only by a written instrument signed by the duly authorized representatives of Customer and Intellicochoice.

**Intellicochoice, Inc.**

**Town of Jackson, WY**

Signed By: \_\_\_\_\_  
**Cory J. Bowers, as President**

Signed By: \_\_\_\_\_  
**Pete Muldoon, Mayor**

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

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

# eFORCE Product License and Service Agreement

## **1. Schedule 1: Deliverable Products, Costs, and Payment Terms**

### **2. Schedule 1.1: Deliverable Products and Costs**

#### **Site Licenses**

Includes: installation, training, and set-up

**RMS (includes prosecutor access): \$22,825**

**IOS Mobile: \$3,361**

**E-Citations: \$8,125**

**Court: No Charge**

**AVL: No Charge**

**Total software cost: \$34,311** (Due upon contract execution)

#### **Services (a la carte) (Each billed upon completion and acceptance)**

##### System Set-up / Training (Site Licensing)

Modules:

Records Management, IOS Mobile, IOS Citations, and Court Includes:

Installation, Code Table Set-up, Code Table Configuration, User Preferences, and Onsite Training Cost: \$42,311

##### WY State Query for eFORCE Mobile and/or RMS

Functionality description:

Both eFORCE RMS and eFORCE mobile will have the ability to query the following attached document below with basic queries as specified. Mobile queries can be used to populate an eFORCE e-citation.

Technical description / responsibilities:

The Town of Jackson will be required to meet all CJIS policies and network audits. Any hardware or software required by the State of WY, other than the eFORCE applications, will be sole responsibility of your agency.

Timeline:

Delivery timeline cannot be given due to the reliance of other parties as noted above Cost: \$14,830

**Total services cost \$57,141** (Each service billed separately, due upon completion and customer acceptance)

Annual License and Support Fee	\$10,002.45
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Annual License and Support Fees for Subsequent Years: Due and Payable on or before each Renewal Date as set forth in Section 1.11 of the License Agreement, unless otherwise noted in writing above.

### **3. eFORCE® Licensing Descriptions:**

**AVL License:** AVL license allows dispatchers to see and track unit locations on a map.

**CAD Limited Use License:** A limited use License is to be used for admin and other users who will only need limited/occasional use of the eFORCE CAD system.

**CAD User License:** This license allows all functionality you need within the CAD. Examples would be dispatching, running queries, receiving calls, mapping, etc.

**CAD View Only License:** This license only allows the user to view current calls and Unit Status.

**CAD Mapping:** This functionality allows for basic mapping provided by our ESRI partnership. This is a base layer only. In order for the communication between servers to take place, a Client Access Policy must be established between the Agency and ESRI. More functionality may be possible; please discuss details with your eFORCE Sales Representative.

**Civil User License:** Provides end user the ability to track civil payments, attempts to serve, service fees, etc.

**Court User License:** User license for the eFORCE® court application. A server license is also required.

**Fare Enforcement License:** Allows users to warn, cite, and look up histories of passenger for fare enforcement.

**iOS Mobile Silent Dispatch User License:** User license for the eFORCE® iOS Mobile application. Includes: CAD View, reports, and rolodex.

**iOS Mobile CAD View User License:** User license for the eFORCE® iOS Mobile application. Includes: reports and rolodex.

**iOS Mobile AVL User License:** User license for the eFORCE® iOS Mobile application. Includes: tracking vehicle or person location with iPad or iPhone (CAD map only, does not include mapping in mobile units).

**iOS Mobile eCitations User License:** User license for the eFORCE® iOS Mobile application. Includes: reports and rolodex.

**Jail Limited Use License:** A limited use license it to be used for part-time and other users who will only need limited/occasional use of the eFORCE Jail system.

**Jail User License:** User License includes access to core system; admin, security, booking, movements, logs, SMT's, images, reporting, etc.

**Mobile Accident Reporting:** Provides the ability to electronically complete and submit the Utah DI-9 accident form.

**Mobile Citations:** Provides the ability to electronically complete and submit citations in a mobile environment.

**Mobile Handheld User:** Provides the ability to electronically update unit status and completed data searches on a handheld device. Please confirm your device is supported.

**Mobile Voiceless Dispatch:** Mobile License includes voiceless dispatch, instant messaging to other mobile users, ability to view calls and notes, security checks, etc.

**RMS Limited Use License:** A limited use License is to be used for part-time personnel and other users, such as reserve officers, who will only need limited / occasional use of the eFORCE® RMS system.

**RMS User License:** Allows full functionality within RMS. Modules include writing reports, tracking evidence, field interviews, bicycle registration, citations, sex offenders, fare enforcement, warrants, etc.

#### **4. Interface Terms and Conditions:**

If Agency selected an interface and it is not listed explicitly in Schedule 1.1, it will not be included in the contract. Please refer to the specification sheet provided as an attachment to this Agreement for information on interfaces. Interface completion will be governed by this Agreement and the specification sheet.

Initial here: \_\_\_\_\_

eFORCE® will make a good faith effort to work with other vendors, state, user agencies, etc. to produce an operational interface. However, eFORCE® has no control of these entities, their schedules, fees, or technical capabilities. Unless plainly stated in this Agreement, Agency is responsible for any fees due a third-party vendor. Payment of interface fees to eFORCE® only compensates for eFORCE® expenses and is not payment for the third party. Once eFORCE® has provided a verified mechanism, as per the specification sheet, for a data pull/push to eFORCE®, the interface will be considered completed.

Initial here: \_\_\_\_\_

#### **5. Third Party Disclaimer**

In management, development, and support of various deliverables eFORCE® is required to work with third party entities. eFORCE® claims no ownership of or financial influence over these entities, making your Agency and eFORCE® subject to their technology changes, response and timelines. In each of these third-party situations, eFORCE® will make a good faith effort to provide the contracted deliverable. If for any reason the third party precludes eFORCE® from providing the deliverable, eFORCE® will not be held liable. For the protection of both your Agency and eFORCE®, a good faith effort will be provided but not exceeded.

Initial here: \_\_\_\_\_

#### **6. Data Conversion Custom Deliverable Terms and Conditions:**

Data Conversion Synopsis: Names, vehicles, and property data, along with the associated case/incident number, from your current system will be transferred into the eFORCE® database. The converted data from the old system will be viewable in eFORCE® RMS by performing a name search for an involved individual's name record. Due to the complex nature of table associations in eFORCE®, converted cases from the old system will not be editable or directly searchable by their case or event number. When a new record is entered into the eFORCE® system, converted involved data will be searchable in the system for auto population in the appropriate fields of a new event (case) record. This reduces duplicate involved data entry.

It is the Agency's responsibility to extract the data from their current system and provide it to eFORCE® in a readable format. Once the Agency administrator has been notified that the data conversion is complete, it is the Agency's responsibility to review the data conversion and notify the eFORCE® Project Manager of problems within thirty (30) days.

Initial here: \_\_\_\_\_

**7. Schedule 1.2: Payment Terms**

Milestone	Amount Due	Due
<b>Contract Signing /Licensing Fees and Hardware</b>	\$34,311	Upon execution of contract
<b>Completion of Software Installation / Training</b> The eFORCE® applications are installed and operational on the Agency's server(s) or at the hosted facility. Training has been completed as defined in the Training section of this document.	N/A	N/A
<b>Services</b> <b>To include services as listed in Schedule 1, and/or Data Transfer per Data Conversion Custom Deliverable Terms and Conditions, and/or Interfaces as listed in Interface(s) section; additionally: Interface Terms and Conditions (Refer to the specification sheet(s) provided as an attachment for information on interface(s)), and/or Custom Deliverable(s) as specified in Custom Deliverable(s) section (refer to the specification sheet(s) provided as an attachment for information on Custom Deliverable(s); acceptance will be governed by this agreement and the specification sheet).</b>	\$57,141	Upon completion and customer acceptance of each service

**8. Schedule 2: Contact, Leadership, and Payment Information & Statement of Work**

**9. Schedule 2.1: Contact and Leadership Information**

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**Contact Information**

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Point of Contact for Agency Name:

Shawn Stephens

307.734.3463

[sstephens@jacksonwy.gov](mailto:sstephens@jacksonwy.gov)

Additional Contact Name (if applicable)

Michael "Zolo" Palazzolo

307.734.3465

[zolo@jacksonwy.gov](mailto:zolo@jacksonwy.gov)

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Information Technology Name  
(See Above)

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**Leadership Information**

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1. If your leadership is an elected official (Sheriff), please provide the Sheriff's end of term date.

- Not Applicable.

2. If applicable, please provide the name of your Sheriff.

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## **10. Schedule 2.2: Payment Information**

**1. Is this purchase grant funded? No.**

1a. **If yes, please state any circumstances that are required by the grant.** For example, down payment rules, timing regulations, etc.

**2. Please provide a short description of your payment process and schedule.** For example, all invoices must be submitted to a certain individual for approval on the second Tuesday of each month, and will be paid on the third Tuesday of each month, etc.

Invoice:

Town of Jackson, Wyoming  
Attn: Director of IT, Michael Palazzolo  
P.O. Box 1687  
Jackson, Wyoming 83001

**Payment Processing Instructions:** All Invoices must be received by the Director of IT by the 28th day of the month prior to the payment month. By way of example, for a payment due on July 1, the Director of IT must receive an invoice by May 28.

**3. Is a Purchase Order (PO) number issued for payment? No.**

3a. **If yes, will the PO number be required on billing?**

3b. **If yes, what is the process of obtaining a PO?**

**4. Please provide a copy of your tax exemption certificate by attaching here; or, as late as your Kick Off Meeting.**

**5. Please indicate the form of invoice delivery your Agency prefers:**

5a. Please provide your Agency's billing address: Same as Answer to Question 2 Above.

5b. If invoice delivery is eMail, please list all eMails required to receive the invoice:

[zolo@jacksonwy.gov](mailto:zolo@jacksonwy.gov)  
[sstephens@jacksonwy.gov](mailto:sstephens@jacksonwy.gov)

**6. Please provide contact information for the following:**

a. Individual Approving Payment  
Michael "Zolo" Palazzolo  
307.734.3465  
[zolo@jacksonwy.gov](mailto:zolo@jacksonwy.gov)

b. Accounts Payable Contact  
Kelly Thompson  
P.O. Box 1687  
Jackson, Wyoming 83001  
307.733.3932 x 1150  
[kthompson@jacksonwy.gov](mailto:kthompson@jacksonwy.gov)

## **11. Schedule 2.3: Statement of Work**

Agency Name: Town of Jackson, WY  
State: Wyoming  
Target Go Live Date:

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## **12. Agency Information**

ORI [ORI]

Current Case Number [Current\_Case\_Number]

Reporting Standards:

- National Standard UCR
- State Specific UCR BIA
- NIBR
- Clery

Arrest Codes Initial Entry Method: Import from existing customer in Agency's state

Arrest Codes Initial Entry Methods Defined:

- Manual Agency Entry: Agency is responsible for manual entry of all arrest codes. Entry is required after setup training but before the Agency can Go Live.
  - Import from Existing Customer in Agency's State: eFORCE will import arrest codes from an existing customer in Agency's state. This requires that the arrest codes be available from a customer in Agency's state.
  - Electronic Version Provided: Agency provides a list of existing arrest codes in the state and/or municipality in the form of a .csv or Excel document. Prior to providing the list to eFORCE, Agency is required to review for accuracy and completion. Once imported, the agency must set the UCR/IBR values for each reportable code.
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## **13. Agency Training Information**

Training Method: Trainer on site

End User Training Days: 4

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## **14. Agency Hardware Information**

Hardware Installation: Agency will host own server on-site

ServerTimeline,if applicable: Within 2 business days

## **15. Hardware/Server Specifications**

### **Operating System**

The eFORCE® applications require Windows Server 2008 R2 or newer.

### **Server Requirements**

#### **DATABASE SERVER**

<b>Requirement</b>	<b>Description</b>
Hardware	2.0GHz Quad-Core or greater, 16GB RAM, 500GB or more of available Hard Disk space
Software	Windows Server 2012, 2012 R2 or 2008 R2 SQL Server 2008 R2, 2012, 2014

#### **APPLICATION SERVER**

<b>Components</b>	<b>Requirement</b>
Hardware	2.0GHz Quad-Core or greater, 16GB RAM, 500GB or more of available Hard Disk space
Web Server	Windows Server 2012, 2012 R2, 2008 R2 IIS 7.0, IIS 7.5, or IIS 8
Server Extensions and Certificate	.NET Framework 4.0 and 4.5, SSL Certificate and Internet Domain

Server Requirements do not apply to eFORCE hosted customers. Some clients prefer to have both database and applications hosted from the same server. For configurations involving one server, 2.0GHz Eight-Core processors or greater with 16-32GB RAM is recommended. Software requirements are those listed for the Database Server combined with the Application Server.

The RAM requirements listed are the minimum required to operate. It could be increased when any of the following apply:

- o Multiple CAD stations operating simultaneously, More than four users using Mobile at the same time,
- o Multiple users are logged in at all times in multiple modules, when sharing the system with multiple agencies.

#### **Additional Specifications:**

- o Data backup procedures and hard drive redundancy is best practice Server must be powered by a UPS
- o If your agency utilizes Active Directory, the eFORCE application server and the domain controller must be on separate machines.
- o We recommend consulting with eFORCE Implementations regarding the appropriate amount of memory to install based on your specific situation.

### **Network**

It is the responsibility of Customer to provide a sufficient LAN, WAN, or Wireless network. If eFORCE® deems that if any of these networks provide insufficient speeds or connectivity it will be the customer's responsibility to upgrade or replace these networks as specified by eFORCE®.

#### **Minimum Requirements:**

- o A high speed internet connection 5 Mbs download and 3 Mbs upload bandwidth (or higher) with 100ms or less Latency to the application server for support services
- o An average LAN or WAN throughput speed of 10 Mbps
- o Average wireless speed of no less than 1.5 Mbs for mobile devices

It is understood that eFORCE® strives to use cutting edge technology. As advancements are made with the software, eFORCE® may deem that Agency's database, network, and/or server are not allowing for full software functionality. As a result, Agency may be required to upgrade database, network, and/or server to fully utilize the software ("Upgrade Requirement"). I hereby warrant that I am an authorized representative of my agency, and the agency understands and agrees to the Upgrade Requirement.

If Mobile products are purchased, Agency understands that complete functionality requires a mobile service provider connection. eFORCE® is not liable for delays in communications due to the strength, stability, and/or available bandwidth of your mobile network.

### Domain and Security Certificate

For data security and application functionality, we require the use of an internet domain and security certificate. The agency agrees to obtain an internet domain name and security certificate. The certificate is to be made available on the server and/or installed in IIS prior to the installation of the eFORCE Software Suite. The agency also agrees to keep the security certificate up to date. Software functionality cannot be guaranteed on servers that have an outdated security certificate.

### Remote Access

The agency agrees to provide access to eFORCE support personnel using one of our three allowed methods: Kaseya remote agent (provided at no additional cost by eFORCE), VPN, or RDP (both provided by agency IT). The agency also agrees to provide eFORCE support personnel with a local administrator account on the application server that is hosting the eFORCE Software Suite. This includes ensuring that accounts are kept active and accessible by eFORCE support personnel. Maintaining access to the server and keeping the administrator account active is the responsibility of the agency. Failing to provide remote access releases eFORCE of any responsibility to provide support until remote access is reestablished.

## **16. Application Access Device Requirements**

Full application functionality can be acquired through any PC connected to your network, using the supported web browser of Internet Explorer 11 and set as a trusted web site. Mobile devices and other handheld units have specific layouts designed for these devices which may not include all features and functionality of eFORCE® software. If more information is needed regarding mobile devices, please feel free to talk with an eFORCE® representative.

### Client/CAD Station Requirements

Components	Requirement
Windows CPU	X86 or x64 Dual or QuadCore 1.6 GHz Intel or AMD 2.0 GHz processors or higher
Mac (Intel-based) CPU	Intel Core Duo 1.83-gigahertz (GHz) or higher
Memory	4GB or more
Video	DirectX 9.0 Compatible device or higher with 1440 x 900 resolution minimum. To have Full functionality 1920 x 1080 (to view Available Units).
Monitor	Capable of handling 1920 x 1080 resolution (minimum 22-inch wide screen) <i>*Video card in workstation must support the desired resolution of the monitor.</i>
Network Connection to Server	1.5Mbs bandwidth or higher with 100ms or less Latency
Software	MS Windows 7 or newer
Browser	Internet Explorer 11

### RMS Client Requirements

Components	Requirement
Windows CPU	X86 or x64 Dual or QuadCore 1.6 GHz Intel or AMD 2.0 GHz processors or higher
Mac (Intel-based) CPU	Intel Core Duo 1.83-gigahertz (GHz) or higher

Memory	4GB or more
Video	Capable of handling 1440 x 900 resolution <i>*Lower resolutions can be used but the overall experience is significantly affected.</i>
Monitor	Capable of handling 1440 x 900 resolution <i>*Video card in workstation must support the desired resolution of the monitor.</i>
Network Connection to Server	1.5Mbs bandwidth or higher with 100ms or less Latency
Software	MS Windows 7 or newer
Browser	Internet Explorer 11, Mozilla Firefox or Google Chrome

**Supported devices:**

All PC's with a Windows Operating System of Windows 7 or newer, using the supported web browsers. Internet Explorer 11 (IE11) is required for CAD. IE11, Mozilla Firefox with Mixed Content enabled and set as a trusted web site, or Google Chrome are supported for all other applications.

Handheld devices using a supported web browser with the same settings as above.

*\*\*Note: Other devices and browsers may work with the eFORCE® applications but are not supported.*

Initial here: \_\_\_\_\_

**17. Agency Preparation Check List**

Agency, please initial each item to indicate the requirement will be met prior to software installation. If not applicable, please mark "N/A" in the "Initials" box.

<b>Initials</b>	<b>Item</b>
	Have an operational network in place with a network connection ready and available for the application server(s) prior to scheduling training
	Security and virus protection
	High speed internet connection to application servers
	Data backup hardware and procedures if local install Agency (not hosted by eFORCE®)
	Wireless connectivity and an open port for mobile units and hand-held devices (if applicable)
	Provide loopback for Multi-Agency searches (if applicable)

## **18. Training**

It is eFORCE® policy to complete setup/initial administration training online before end user training is to commence. End user training may be done online or onsite as indicated on the first page of the Statement of Work. eFORCE® requires that all customers go live following their end user training. eFORCE® Project Manager will handle all go live procedures.

## **19. Agency Training Requirements Check List**

Agency, please initial each item to indicate the requirement will be met prior to software installation. If not applicable, please mark "N/A" in the "Initials" box.

<b>Initials</b>	<b>Item</b>
	Computers for users- can be desktops or laptops
	Provide facility for training (Onsite)
	Area that will accommodate all Officers comfortably (Onsite)
	Power hookups for Projector & Computer (network connection recommended) (Onsite)
	Screen or wall to project onto if a projector is needed (Onsite)

Standard onsite training will generally be no more than a 1/2 day for each application.

Standard class size is 10-15 users; more users may require additional classes that will be coordinated with the eFORCE® Training Manager training schedule coordination will take place between the eFORCE® Training Manager and the agency.

Training may occur anytime Monday-Friday 8:00 AM-5:00 PM

## **20. Features and/or Functionality**

eFORCE® makes every effort to ensure that our customers understand what capabilities are included in our software applications. However, it is possible, even with the best efforts of our representatives, that there may be a miscommunication on how specific functionality or capabilities are performed in the eFORCE® applications.

As a new customer, if there is any functionality that has not been demonstrated to your satisfaction please prepare a list of the items and submit with this document. Any customizations must be listed in the Custom Deliverable(s) section of this document.

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## **21. Features and/or Functionality Demonstration**

I am an authorized representative for my agency and hereby warrant that the following statements are true and correct. Please initial the statement that is accurate. If not applicable, please mark "N/A" in Initials box.

Only initial ONE BOX. Write "N/A" in the other. These are opposing statements.

Initials	Statement
	There <u>are no</u> features or functionality which is required as part of our purchasing decision that has not been demonstrated to our Agency's satisfaction.

OR

Initials	Statement
	There <u>are</u> features or functionality which is required as part of our purchasing decision that has not been demonstrated to our Agency's satisfaction. They are set forth in a list submitted herewith, or have been defined in the Custom Deliverables section of this document.

As an authorized representative for my agency, I hereby certify that I have read, understand, and warrant that the option selected in the previous statement as indicated by my initials is complete and accurate. I understand that if there are features or functionality required as a part of our purchasing decision that have not been demonstrated to my Agency's satisfaction, that they are to be set forth in a list submitted herewith, or are to be defined in the Custom Deliverables section of this document; otherwise, I agree that there are no features or functionality which are required as part of our purchasing decision that have not been demonstrated to my Agency's satisfaction.

**Town of Jackson, WY**

Signed By: \_\_\_\_\_  
Authorized Representative

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

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

During the month of February, the court received \$43,714.00 in fines, fees, and forfeitures.

537 new cases were docketed: 397 parking citations, 140 summons

47 cases were dismissed: 20 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>
AKEY, LISA K	186002498AA	Failure to maintain liability coverage	D- Per Motion from Town	0
AKHMADIYEV, DAMIR	95800J	Shoplifting	BF	200
ASUR, SAMUEL	186004612AA	Speeding 30 mph Zone 45/30	BF	130
ATKINSON, ELENA GAMBLE	186004667AA	Speed Limits Generally 41/30	BF	114
BARUAN, DEVADATT	186003571AA	Minor in possession alcohol	D- Per Motion from Town	0
BAUER, ANDREW MCCURDY	94250J	Speed Limits Generally 44/30	BF	141
BIRCH, YA MARIE DRAMMEH	186002787AA	Failure to maintain liability coverage	BF	205
BITTNER, MICHAEL J	186004920AA	Speeding 30 mph Zone 50/30	BF	160
BONILLA, JUAN JOSE	186004665AA	Speed Limits Generally 41/25	BF	122
BOTUR, DANIELA P	186004733AA	Use of cell phone while driving prohibited	BF	100
BROCK, ALEXANDRA D	186004607AA	Use of cell phone while driving prohibited	BF	100
BROWN, AMANDA F	11373J	Speed Limits Generally 50/30	BF	165
BROWN, LUCUS ADRIAN	186004172AA	Failure to maintain liability coverage	D- Valid info Provided	0
BROWN, NATHAN ALLEN	186004735AA	Speeding 25 mph Zone 38/25	BF	106
BUK, DANE MICHAEL	186000691AA	Use of cell phone while driving prohibited	BF	100
BURDUJAN, OLESEA	186004508AA	Careless driving	BF	50
CARBAUGH, DEAH JEAN	186001812AA	Use of cell phone while driving prohibited	BF	65
CASILLAS, KAREN MELISSA	186003975AA	Reckless driving	BF	220
CERVANTES MORENO, XARENI	186004738AA	Failure to yeild ROW	BF	0
CERVANTES MORENO, XARENI	186004738AA	Failure to yeild ROW	BF	85
CHAPMAN, FRANK WILLIAM	186001970AA	Failure to maintain liability coverage	D- Valid info Provided	0
CLARK-MARTINEK, OTTO HENRY	186003448AA	Speeding urban - 30 mph zone 44/30	BF	126
DOMENICO, JOSIE DANIEL	03234L	Use of cell phone while driving prohibited	BF	75
DOMER, EDWARD G	03237L	Stop Sign Violation	BF	135
DONALD, DEBRA LYNN	186004313AA	Use of cell phone while driving prohibited	BF	65
DUREN, MICHAEL ANTHONY	186004737AA	Failure to maintain liability coverage	D- Valid info Provided	0
EMILIAN-VARTAN, GHEORGHE	186004511AA	Speeding 30 mph Zone 39/30	D- Per Motion from Town	0
EMILIAN-VARTAN, GHEORGHE	186004512AA	Failure to maintain liability coverage	D- Valid info Provided	0
FELLER, LEAH N	186002342AA	Use of cell phone while driving prohibited	BF	65
FERNANDEZ, MARICRUZ	03453L	Speed Limits Generally 40/30	BF	115
FINDLAY, JAMES GREGORY	186004662AA	Failure to yeild to emergency vehicle	BF	135
FLORES, BRYAN EMANUEL	186003089AA	Interference w/PD: Resisting officer	BF	750
FORRESTEL, MADELINE ANNE SELZO	186004952AA	Speed too fast for conditions	D- Per Motion from Town	0
FRANCIS, JONATHAN FRANCIS	186004954AA	No display of current registration	BF	60
FRANCIS, JONATHAN FRANCIS	186004955AA	Speeding faster than reasonable and prudent	D- Per Motion from Town	0
FULLERTON, SANDAL LEE	11371J	Speed Limits Generally 34/25	BF	85
FULLERTON, SANDAL LEE	03454L	MPH over limit Bond 36/25	D- Per Motion from Town	0
GARCIA MEJIA, GERANDO CRUZ	186004669AA	Speed too fast for conditions	BF	85
GARCIA-ZARATE, ALMA	186004455AA	No Driver's license	BF	410
GILBERT, CHEVY CAM	186004510AA	Speeding 30 mph Zone 44/30	BF	116
GOGOLL, JOHN R	186002584AA	Criminal trespass	BF	250
GOGOLL, JOHN R	186002583AA	Unlawful Contact or Touching	BF	250
GONZALEZ AYALA, EDGAR OMAR	186003577AA	Use of cell phone while driving prohibited	BF	65
GRALUND, CHRISTOPHER STERLING	186004110AA	Use of cell phone while driving prohibited	BF	65
GRASSESCHI, MICHAEL SEAN	186000693AA	Speeding 30 mph Zone 40/30	D-TS	0
Gray, Micah S	21850D	DUI	BF	750
GRIEST, LINDA ROSE	186002796AA	Failure to maintain liability coverage	D- Valid info Provided	0
HAMMONS, LARRY D	03071L	Public intoxication	BF	110
HERNANDEZ PEREZ, YESICA	186002042AA	Failure to maintain liability coverage-MUST APPEAR	BF	420

HILL, BRITTANY B	11370J	Stop Sign Violation	D-TS	0
HOLDEN, EMILY MAY	186003443AA	Failure to maintain liability coverage	D- Valid info Provided	0
HUGHES, NANCY B.	11458J	Driving/Control of vehicle while intox	DA- under W.S.S. 7-13-301	0
HUGHETT, NATHAN PHILLIPS	186002797AA	Use of cell phone while driving prohibited	BF	65
HUNGER, CALEB PATRICK	186004176AA	Failure to stop at a red light	BF	135
INGRAM, BAXTER KEITH	186004716AA	Criminal trespass	D- Per Motion from Town	0
JEFFERIS, KATHLEEN TAYLOR	186002269AA	Failure to stop at a red light	BF	135
JEPPESEN, JEFF S	186002273AA	No display of current registration	BF	125
JILLSON, FORREST LEE	186003441AA	Failure to maintain liability coverage	D- Valid info Provided	0
JOHNSON, HUNTER JEREMY	186000694AA	Speeding 30 mph Zone 40/30	BF	100
JONES, ALYSON LIBERTE	186004604AA	Speeding 30 mph Zone 50/30	BF	140
KEELIN, ROBERT LEE	186004223AA	Use of cell phone while driving prohibited	BF	75
KELLEY, ERIN VICTORIA	186002264AA	Use of cell phone while driving prohibited	BF	75
KIM, STEVEN F	186000698AA	Speeding 50/40	BF	100
KNORI, ROLLIE WELLS	186001434AA	Speeding faster than reasonable and prudent	BF	75
LAHURA VERGARA, RICARDO ARTURO	186003447AA	Interference w/PD: Resisting officer	BF	750
LARSON, JOHN TIMOTHY	186004917AA	Failure to maintain liability coverage	D- Valid info Provided	0
LEITMER, JACOB D	03232L	Use of hand-held electronic device while driving	BF	75
LEONOR BAIREZ, MARVIN OTSMARO	186004734AA	No Driver's license	BF	410
LINGO, BRETT C	19611K	Public intoxication	BF	110
LIRA-GARCIA, MIGUEL ESTEBAN	186004610AA	Use of cell phone while driving prohibited	BF	65
LUPANCIUC, ALEXANDRU	186000697AA	Use of cell phone while driving prohibited	BF	65
MANOUKIAN, AKOP	186004656AA	No display of current registration	BF	68
MATTHEWS, SUZANNE OLSON	186003574AA	Use of cell phone while driving prohibited	BF	65
MCNAMARA, JOSEPH CAPRA	186002278AA	Use of cell phone while driving prohibited	BF	65
MERRILL, CARRIE LYNN	186001441AA	Speeding 30 mph Zone 40/30	BF	100
MERRITT, ASHLEY P	03228L	Use of cell phone while driving prohibited	BF	75
MILLHAN, ANN FFERRELL	186002501AA	Speeding 30 mph Zone 40/30	BF	100
MONROY, DENNIS CARL	186004516AA	Speeding 30 mph Zone 41/30	BF	104
MOORE, MATTHEW JOHN JOSEPH	186003438AA	Speeding 30 mph Zone 44/30	BF	116
MORENO, LUIS ALEJANDRO	11369J	Speed Limits Generally 41/30	BF	119
MORRIS, WHITNEY LANE	186004915AA	Speeding 30 mph Zone 52/30	BF	148
NANMOVSKI, NIKOLCHE	03231L	UNSAFE TURNING MOVEMENT	BF	70
NEEDHAM, OLGA V	186004458AA	Use of cell phone while driving prohibited	BF	65
OBRIEN, WILLIAM KENNEDY	186004927AA	Speeding 30 mph Zone 42/30	BF	104
OBRIEN, WYATT JAMES	186004177AA	Speeding 30 mph Zone 36/30	BF	70
ORTEGA ROJAS, OSCAR ALFONSO	186001440AA	Speeding 30 mph Zone 40/30	BF	100
ORTIZ TORRES, CARL MICHAEL ANTHONY	03289L	Failure to maintain liability coverage	D- Valid info Provided	0
OVERFIELD, DONALD L	95799J	Public intoxication	BF	110
PARR, NICHOLAS THAYNE	186004657AA	Speed Limits Generally 37/25	BF	114
PAUSTENBACH, DENNIS J	186004454AA	No display of current registration	D- Per Motion from Town	0
PETERS, PAUL DAVID	186004091AA	Failure to maintain liability coverage	BF	270
PETIT, ALLISON	186004951AA	Speed too fast for conditions	D- Per Motion from Town	0
PETRUCCI, FRANK J	03410L	Public intoxication	BF	110
POSS, JAMES GILBERT	186003747AA	Speeding 25 mph Zone	D- TS	0
POTTER, MATTHEW VINCENT	186000696AA	No display of current registration	BF	125
QUIROZ TEUBER, IGNACIO ORLANDO	186004924AA	Marijuana: use and/or possession	D- Per Motion from Town	0
RASKIN, CARLY R	03229L	Speed Limits Generally 29/20	BF	75
RENZ, PATRICK EMERSON	186002799AA	Stop Sign Violation	D- Per Motion from Town	0
RICE, BLAKE MICHAEL	186003444AA	Public intoxication	BF	110

RICE, DENISE ANN	186004513AA	Speeding 30 mph Zone 40/30	BF	100
ROBERTS, KATHRYN JEAN	186003576AA	Failure to maintain liability coverage	D- Valid info Provided	0
SBRAGA, JOHN J	186001444AA	Use of cell phone while driving prohibited	BF	65
SCHNEIDER, TOBIAS JOACHIM	186004672AA	Public intoxication	BF	110
SCHOU, DANIEL ANDREW	186004451AA	Use of cell phone while driving prohibited	BF	100
SCHULTZ, CRAIG LEWIS	186004515AA	Speeding 30 mph Zone 44/30	BF	116
SCHULTZ, JILL ELLEN	186001730AA	Driving/Control of vehicle while intox	DA- under W.S.S. 7-13-301	0
SHOCKEY, DAVID J.R.	11374J	Marijuana: use and/or possession	BF	250
SIFUENTES, DRAKE	186001967AA	No display of current registration	D- Per Motion from Town	0
SIFUENTES, DRAKE	186001968AA	Failure to maintain liability coverage	D- Valid info Provided	0
SMITH, EMILY SERRELL	186004732AA	Speeding 30 mph Zone 49/30	BF	136
SPOTTS, COLLEEN MARIE	186004913AA	Speeding urban - 30 mph zone 15/30	D- Per Motion from Town	0
STOLP, RYAN A	19660K	Renders incapable of safely driving: alcohol/controlled	GP	750
STROGOV, PETER	186004935AA	Speeding 40/25	BF	110
STRONG, KEVIN ROSS	186004922AA	Urinating in Public	BF	120
TATE, MICHAEL GARETH	186004926AA	No display of current registration	BF	125
TERKOVICH, BRANKO ANTON	186004658AA	Stop Sign Violation	D-TS	0
THOMPSON, JAMES DEREK	186004723AA	Use of cell phone while driving prohibited	BF	65
TLAPALCOYATL, VARGAS YOSHIO	03227L	No Driver's license	BF	420
TLAPALCOYATL, VARGAS YOSHIO	03226L	Stop Sign Violation	BF	135
TRUMBO, ROBERT JOHN	186004712AA	Speeding 30 mph Zone 47/30	BF	128
TULLY, ALICE H	186004164AA	No Driver's license	BF	420
VANDERCOOK, GEORGE LEVIN	186000675AA	Failure to maintain liability coverage	BF	420
WALDRON, NOAH JOHN	186004509AA	Use of cell phone while driving prohibited	BF	65
WASTROM, DAVID K	03072L	Use of cell phone while driving prohibited	BF	65
WHEELER, HENRY BURNETT	186001443AA	Failure to maintain liability coverage	D- Valid info Provided	0
WILDE, CHRISTOPHER JOHN	186004664AA	Speed Limits Generally 40/25	BF	120
YANNELLI, CHRISTINE BIOLCHINI	186003573AA	Aggressive or vicious animals	BF	0
YOUNG, JENNIFER GULICK	186003578AA	Failure to maintain liability coverage	D- Valid info Provided	0

## TOWN COUNCIL PROCEEDINGS

MARCH 5, 2018

JACKSON, WYOMING

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

MAYOR: Pete Muldoon.

COUNCIL: Jim Stanford, Hailey Morton Levinson, Don Frank, and Bob Lenz.

STAFF: Bob McLaurin, Larry Pardee, Roxanne Robinson, Brady Hansen, Matt Redwine, Kelly Thompson, Lea Colasuonno, Tyler Sinclair, Paul Anthony, Roger Schultz, April Norton, Brian Lenz, and Sandy Birdyshaw

**Public comment.** Public comment was given by Stephen Haroian regarding Ordinance 473. Trudy Funk of the Curran Seeley Foundation spoke about their 30<sup>th</sup> Anniversary and outreach events planned for 2018.

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

- A. **To approve the meeting minutes for the February 20, 2018 workshop and regular meeting as presented.**
- B. **To approve the disbursements as presented.** Jackson Curbside \$810.00, Carquest \$830.78, Ace Hardware \$337.80, Thyssen Krupp Elevator \$288.39, High Country Linen \$2148.51, Caselle \$1198.67, Interstate Battery \$791.65, Jackson Hole News & Guide \$2768.03, Dell \$12085.16, Leonard Petroleum \$535.00, LVPL \$19451.11, Teton County \$16954.34, Lee Anna Scott \$30.00, Information Systems Consulting \$12027.86, St John's Hospital \$455.00, Napa \$1122.07, Teton Motors \$403.23, Wyoming Law Enforcement \$325.00, Bruce Hayse MD \$90.00, CDW-Government \$720.00, WYdot \$12.00, CenturyLink \$2161.45, Yellowstone-Teton Clean Cities \$3000.00, Macy's Service \$105.00, Grafix Shoppe \$400.18, Western States \$695.67, Wyoming.com \$5.00, AT&T \$893.04, Glock \$77.95, Verizon Wireless \$5986.55, Zep Sales \$1250.95, Xerox Corp \$435.01, Kenworth \$60.00, Benefit Administrators \$54.00, Jack's Truck & Equipment \$1374.60, Yellow Iron \$525.00, Urban Accessories \$2393.00, Valley West Engineering \$6026.21, MCI Fleet Support \$3185.49, James Bristol \$402.00, Peter Romaine \$40.58, ER Office \$605.13, Grizzly Enterprises \$623.82, Rainmaker Coaching \$2160.00, Advanced Glass Trim \$300.00, Miller Sanitation \$2512.80, Thomson West \$1060.78, Charter \$1612.26, Gillig \$3582.82, Elks Club \$800.00, Warner Truck Center \$1415.09, Meyring & Associates \$204.67, C&A Professional Cleaning \$8240.34, Breakfast Rotary \$175.00, Snake River Roasting \$465.12, Silverstar \$2366.14, Advanced Pump & Equipment \$1005.00, Levinson, Hailey \$153.00, Control System Technology \$2185.50, Aivia Corporation \$9721.37, Dean's Pest Control \$140.00, Big Bear Towing \$1560.00, Swagit \$920.00, GM Sheetmetal \$172.90, Nataly Espinoza \$495.00, Open Creative \$2631.00, Titan Machinery \$328.64, Optiv Security \$3050.00, MSC Industrial \$1709.25, Routematch \$2040.00, Kellerstrass \$39620.34, Rush Truck Center \$125.70, Lepco \$551.50, Amazon \$168.88, Casper Star Tribune \$91.42, Wyoming Garage Door \$2275.14, Teton Tools \$205.99, Boreal Property Management \$206.00, Pethealth \$158.75, Raftelis \$6560.00, Water Werks \$316.40, Energy 1 \$157.50, Wyoming Pathways \$1500.00, Skigroup \$72.00, Global Ties \$4000.00, Identisys \$13303.29, Richard Mulligan \$10.00
- C. **Bid 18-13 and 18-14: Award of Contracts for the 2018 Road Marking and Striping Projects.** To approve of the construction contracts for the 2018 Road Marking and Striping Projects with Idaho Traffic Safety of Idaho Falls, Idaho in the combined amount of \$88,488.61 and upon legal approval authorize the mayor to execute all necessary contract Agreements.
- D. **Special Event: Jackson Hole Art Association Art Fairs.** To approve the special event application for the Jackson Hole Art Association Summer 2018 Art Fairs, subject to the conditions and restrictions listed in the staff report.
- E. **Special Event: Touch a Truck.** To the special event application made by the Jackson Hole Children's Museum for the Annual Jackson Hole Children's Museum Touch-a-Truck special event, subject to the conditions and restrictions listed in the staff report.
- F. **Special Event: Young Life Fun Run.** To approve the special event application made by Jackson Hole Young Life for the Young Life Color Run, subject to the conditions and restrictions listed in the staff report.

G. **Public Works Unit Heater and Controls Project (ECW).** To approve the expenditure of \$89,500 in funding from the 2010 Energy SPET Fund (Item #6) to complete the proposed heating and controls projects at Town of Jackson Public Works Facilities.

H. **Town County Employee Camping Authorization.** To approve camping and car camping for Town and County employees behind the Rec Center from the Friday prior to Memorial Day through the Tuesday after Labor Day subject to execution by the employee of a general liability release and an employee use agreement.

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

**Bid 18-15: Award of Contract for the 2018 Street Overlay Project.** Larry Pardee made staff comment.

A motion was made by Bob Lenz and seconded by x to approve of the construction contract with Evans Construction Co. of Jackson, Wyoming in the amount of \$113,382.00 and upon legal approval authorize the mayor to execute all necessary contract Agreements. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Annual Renewal of the Get Funky, LLC dba Roadhouse Brewing Company Microbrewery Permit.** Sandy Birdyshaw made staff comment. Mayor Muldoon opened a public hearing to hear protests against the issuance, renewal, or transfer of these liquor licenses. No protests were given. Mayor Muldoon closed the public hearing.

A motion was made by Jim Stanford and seconded by Don Frank to approve the Get Funky LLC dba Roadhouse Brewing Company microbrewery permit for the 2018-2019 liquor license year with the current conditions of approval.

- 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) Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.
- 4) All sales of other malt beverages for on-premises consumption must be obtained through a licensed wholesale malt beverage distributor.
- 5) The applicant shall request, and obtain Town Council approve prior to any service or consumption of alcohol on any outdoor deck or patio.
- 6) 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 P17-213 -214: Conditional Use Permit and Development Plan at 112 Center Street.** Paul Anthony and Audrey Cohen Davis made staff comment. Jim Walter and Jamie Yarrow of Crystal Creek Capital made comment.

Item A: Development Plan. Based upon the findings for a Development Plan as presented in the staff report and by the applicant for Item P17-213, a motion was made by Hailey Morton Levinson and seconded by Don Frank to make findings 1-5 as set forth in Section 8.3.2.C (Development Plan) of the Land Development Regulations 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact on public facilities & services; 4) Compliance with Town Design

Guidelines; 5) Compliance with LDRs & Town Ordinances; 6) Conformance with past permits & approvals, and to approve a Development Plan to develop a mixed-use project that includes 96 hotel rooms, a 3,251 sf of restaurant, 1,417 sf of retail space, and 4,662 sf of employee housing on properties located at 112 Center Street legally known as LOTS 2-3-4-5 BLK. 3, Clubhouse, PT SW1/4SW1/4 Section 27, Township 41, Range 116 and 165 East Deloney Avenue legally know as LOTS 8-9, BLK. 1, Van Vleck – 2, subject to the following five conditions of approval:

- 1) The Town shall designate and sign four parking spaces on Center Street in close proximity to the hotel lobby entrance with a “15-minute loading only” designation as allowed under Municipal Code Section 10.04.390 Schedule 9. Parking Restrictions Subsection I.
- 2) The applicant shall obtain approval for any encroachment of the sidewalk canopies into the Center Street ROW prior to approval of the Building Permit.
- 3) The applicant shall ensure through the provision of necessary easements and/or other instruments that all existing vehicular access rights through the applicant’s property for adjacent properties shall be protected, if not improved, as part of the final design of the project.
- 4) The Development Plan shall expire if the alley vacation is not subsequently adopted by the Town and if the applicant does not resubmit to amend the Development Plan within 3 months.
- 5) Prior to submittal of a building permit, the applicant shall enter into a development agreement with the Town in order to finalize and clarify the responsibilities of the applicant and Town related to the development and maintenance (e.g., snow plowing, etc.) of the access easement.

Mayor Muldoon called for the vote. The vote showed 4-1 in favor with Stanford opposed. The motion carried.

Item B: Conditional Use. Based upon the findings as presented in the staff report and as made by the applicant for Item P17-214, a motion was made by Hailey Morton Levinson and seconded by Don Frank to make findings 1-8 as set forth in Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations relating to 1) Compatibility with Future Character; 2) Use Standards; 3) Visual Impacts; 4) Minimizes adverse environmental impact; 5) Minimizes adverse impacts from nuisances; 6) Impact on Public Facilities; 7) Other Relevant Standards/LDRs; and 8) Previous Approvals for a Conditional Use Permit and to approve a Dormitory Use consisting of two 4-bedroom dormitories totaling 2,401 sf in size in the DC zone for the property located at 112 Center Street legally known as LOTS 2-3-4-5 BLK. 3, Clubhouse, PT SW1/4SW1/4 Section 27, Township 41, Range 116, and 165 East Deloney Avenue legally know as LOTS 8-9, BLK. 1, Van Vleck–2, subject to the department reviews attached hereto with no conditions of approval. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

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

#### **ORDINANCE A**

AN ORDINANCE VACATING THE PORTION OF THAT 2,350 SQUARE FOOT ALLEY RUNNING NORTH AND SOUTH OFF OF DELONEY AVENUE BETWEEN CENTER STREET AND KING STREET IN THE TOWN OF JACKSON; AND PROVIDING FOR AN EFFECTIVE DATE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

A motion was made by Bob Lenz and seconded by Don Frank to approve Ordinance A on first reading. Mayor Muldoon called for a vote. The vote showed 4-1 in favor with Stanford opposed. The motion carried.

**Blackout of NCB Channel and Bresnan (Charter) Franchise Agreement.** Audrey Cohen-Davis, Lea Colasuonno, and Bob McLaurin made staff comment. Public comment was given by Bob Culver.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to direct staff to 1) send a notice of violation letter to Charter pursuant to the Franchise Agreement and/or federal law, 2) to request records and information from Charter pursuant to the Franchise Agreement and/or federal law, and 3) to file or join in a petition before the Federal Communications Commission. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Award of Contract for the 174 N. King Street Housing Project.** April Norton made staff comment on the responses for the Request for Proposals (RFP) to develop workforce housing at 174 N. King Street. Responses had been narrowed down to three finalists: Jackson Hole Community Housing

Trust, Jackson, Wyoming; Westmount Development Group, Branford, Connecticut; and CaRE Wyoming Partners LLC, Los Angeles, California.

Public comment was given by Jessica Chambers, Nick Koinis, Mary Katherine King, Anne Cresswell of the Jackson Hole Land Trust, Michael Palmer and Brenden Schulte of the CaRE Wyoming Partners Team, Stephen Haroian, Rick Ross of the Westmount Development Group, Jean Lewis of the Jackson Hole Children's Museum, and KJ Morris.

A motion was made by Hailey Morton Levinson and seconded by Don Frank to continue this to a special council meeting at 6:00 p.m. on Tuesday, March 13, 2018. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Item P17-253: Amendment to Land Development Regulations Section 8.10.5 increasing number of members on Planning Commission/Board of Adjustment.** Tyler Sinclair made staff comment.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve item P17-253 to change the Planning Commission from five to seven members, dated December 20, 2017, being able to find, based upon the findings as presented in the staff report, that pursuant to Section 8.7.1.C of the Land Development Regulations the application: 1) Is consistent with the purposes and organization of the LDRs; 2) Improves the consistency of the LDRs with other provisions of the LDRs; 3) Provides flexibility for landowners within standards that clearly define desired character; 4) Is necessary to address changing conditions, public necessity, and/or state or federal legislation; 5) Improves implementation of the Comprehensive Plan; and 6) Is consistent with other adopted Town Ordinances. Mayor Muldoon called for the vote. The vote showed 4-1 in favor with Frank opposed. The motion carried.

**Item P17-166 -167 -168: Development Plan for 60 East Pearl Avenue.** A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to continue P17-166 -167 -168 to the regularly scheduled council meeting on March 19, 2018. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Matters from Mayor and Council.** The Council agreed to move the April 2, 2018 regular meeting to April 9, 2018.

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

**Adjourn.** A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 9:15 p.m.

TOWN OF JACKSON

ATTEST:

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

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

minutes: spb

Published JH News & Guide: March 14, 2018

## TOWN COUNCIL PROCEEDINGS

MARCH 13, 2018

JACKSON, WYOMING

The Jackson Town Council met in special session in the Council Chambers of Town Hall located at 150 East Pearl at 6:02 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, Larry Pardee, Audrey Cohen-Davis, April Norton, Tyler Sinclair, Carl Pelletier, and Sandy Birdyshaw

**Award of Contract for the 174 N. King Street Housing Project.** April Norton made staff comment. Christine Walker of Navigate LLC, Chris Lee with Design Associates Architects, and Michael Palmer made comment on behalf of CaRE Wyoming Partners, LLC of Los Angeles, California. Greg Mason with Krikor Architecture and Rick Ross representing Westmount Development Group of Branford, Connecticut made comment. Anne Cresswell on behalf of the Jackson Hole Community Housing Trust of Jackson, Wyoming, Adam Janak of Northworks Architects, and Chase Beninga of Shaw Construction made comment.

A motion was made by Don Frank and seconded by Hailey Morton Levinson to direct staff to work with Westmount Development Group to draft a development agreement to construct a housing project serving households earning <45% AMI at 174 N. King Street. This development agreement should clearly establish benchmarks and an associated timeline for project completion and include a community (commercial) benefit space. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Item P17-074: Snow King Mountain Community Engagement Process – Schedule and Contract Amendments.** Tyler Sinclair made staff comment on the schedule and contract amendment related to the Snow King Community Engagement process with Peak Facilitation.

A motion was made by Bob Lenz and seconded by Hailey Morton Levinson to authorize the Mayor to execute an amended Professional Services Contract between the Town and Peak Facilitation with a fixed-fee, not-to-exceed amount of \$11,000.00 to add three additional meetings and two additional trips for the Snow King Community Engagement Process, subject to review and approval by the Town Attorney. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

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

### ORDINANCE A

AN ORDINANCE VACATING THE PORTION OF THAT 2,350 SQUARE FOOT ALLEY RUNNING NORTH AND SOUTH OFF OF DELONEY AVENUE BETWEEN CENTER STREET AND KING STREET IN THE TOWN OF JACKSON; AND PROVIDING FOR AN EFFECTIVE DATE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

Jim Walter made public comment. A motion was made by Hailey Morton Levinson and seconded by Bob Lenz to approve Ordinance A on second reading. Mayor Muldoon called for a vote. The vote showed 4-1 in favor with Stanford opposed. The motion carried.

### ORDINANCE B

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 164, 256, 350, 652, 1051 AND SECTION 2.40.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING TOWN PLANNING COMMISSION MEMBERSHIP; AND PROVIDING FOR AN EFFECTIVE DATE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED, THAT:

A motion was made by Hailey Morton Levinson and seconded by Bob Lenz to approve Ordinance B on first reading. Mayor Muldoon called for a vote. The vote showed all in favor and the motion carried.

### ORDINANCE C

AN ORDINANCE AMENDING AND REENACTING TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND SECTIONS 8.10.5.C.2, 8.10.5.E AND 8.10.6.D REGARDING PLANNING AND ZONING COMMISSION /BOARD OF ADJUSTMENT MEMBERSHIP AND QUORUM; AND PROVIDING FOR AN EFFECTIVE DATE. NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED, THAT:

A motion was made by Hailey Morton Levinson and seconded by Bob Lenz to approve Ordinance C on first reading. 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 Don Frank to adjourn the meeting to executive session to consider matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party in accordance with Wyoming Statute 16-4-405(a)(iii). Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 8:50 P.M.

TOWN OF JACKSON

ATTEST:

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

\_\_\_\_\_  
Sandra P. Birdyshaw, Town Clerk  
minutes: spb  
Published JH News & Guide: March 21, 2018



# TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

**PREPARATION DATE:** March 9, 2018  
**MEETING DATE:** March 19, 2018

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

**SUBJECT:** Special Event- 2018 ISOC Championship Snow Cross at Snow King Mountain

## PURPOSE/STATEMENT:

The Mayor and Council approve all special event applications requesting the use of public property, services of Town personnel, road closures, temporary relief from signage, parking, fireworks and overnight camping ordinances, and the issuance of malt beverage permits on behalf of the Town of Jackson.

## BACKGROUND/ALTERNATIVES:

The applicants, Snow King Mountain Resort, the Central Reservations Board, Snow King Hotel and ISOC Racing, request permission to host a stop on the AMSOIL Championship Snow Cross Circuit at the base of Snow King Mountain, on Friday, December 7 and Saturday, December 8, 2018. The proposed event would run throughout the day from 8:30am and on-site activities (including the competition, and food, beverage, and merchandise vendor sales) are expected to conclude by 8:30pm each day.

Pre-event preparations would begin on Tuesday, December 4, and a vast majority of tear down/clean up would occur by Sunday, December 9. Clean up would be complete by Monday, December 10. A detailed letter of request and a site map of street closures, detours, and parking areas in and around the event are attached. The course of the proposed Snow Cross event would begin at the base of the ski area and utilize the space where the tube park is normally constructed. The tube park will not be constructed until after the event. Normal ski operations are anticipated to continue without interruption. The anticipated audience over the course of the event is 4,000 people (2,000 people per day).

This event will feature a snowmobile race course where athletes race side-by-side over jumps in a loop around the base of the mountain. The event is one of eight stops on a national circuit that is televised on CBS Sports and is streamed live to viewers around the world. According to a representative from the Tourism Travel Board (TTB) this is a period of the calendar year that tourism has been historically flat. Last year the TTB assisted with the funding of this event. Snow King Mountain Resort has applied again for funding this year, but the TTB will not decide on this funding until later this spring.

The applicant has indicated the Doug Coombs Foundation, a local non-profit, will receive 5% from ticket sales for the event. Last year this event raised \$5,000 for the Doug Coombs Foundation via ticket sales and matching donations from the Snow Devils, the International Series of Champions and two local snowmobile race teams.

In addition to the non-profit sponsorship, the applicant has also indicated other community benefits including, but not limited to: opportunities for children to ride a youth sled for free, local school visits by pro teams and athletes prior to the event, autograph sessions with pro riders, and games and activities for kids in a special "Kid Zone."

Following last year's Snow Cross special event the applicants and organizers met with Town of Jackson staff representing Administration, Public Works, Parks and Recreation, START Bus, Police, and Fire/EMS to conduct a post-event debriefing. The various departments provided positive feedback on the event. The staff also made some recommendations to the applicant for future considerations. This application has been sent to all Town of Jackson Departments for review.

**The event was approved in 2017. The applicant has requested the following significant changes to the 2018 event application:**

1. Extend operating hours on the Friday night event from 6:00pm until 8:30pm. Last year the operating hours of the event was from 8:30am until 6:00pm on Friday and from 8:30am until 8:30pm on Saturday. This year the applicant is requesting operating hours from 8:30am – 8:30pm on both days. The applicant has expressed their desire to extend the operating hours on Friday night in order to attract more locals to the event after work on Friday. The applicant indicated that “many locals were unable to attend the event last year on Friday due to work conflicts and the early finish of the event.”
2. Extend the hours of the malt beverage permit on Friday night. If the event is approved to operate until 8:30pm on Friday, the applicant is requesting permission to extend beer sales until 8:00pm on both nights. Last year the event was approved for beer sales until 6:00pm on Friday night and 8:00pm on Saturday night.
3. For the 2018 event the applicant would like to request the ability to have pyrotechnics associated with the finish line as conducted at all the other eight races in the country to improve the spectator experience. At the time of writing this staff report the Fire Marshal was contacting the organizer of the event to discuss safety management plans. The Fire Marshal requests that she would be allowed to review and give final approval of the pyrotechnic operating plans if this item were to be allowed.

The applicant requests the following in association with the special event application:

- The following special parking and street closures:
  - Event Parking (beginning Wednesday night at 10:00pm and concluding by Saturday night at 10:00pm)
    - The north and south side of Snow King Avenue from Flat Creek Drive east to the Parks and Recreation maintenance building. This area will be used as a staging area before race trailers are parked at the base of Snow King Mountain. On Friday and Saturday this area will be used as spectator parking.
    - Use of the Rodeo Grounds parking lot, Teton County Exhibition Hall parking lot and the paved lot below the Snow King Event Center are also requested for contestant, spectator and vendor parking during the event. Approval is subject to permission from the parking lot owners and/or lessees.
  - Street Closures (beginning Wednesday night at 10:00pm until Saturday night at 10:00pm)
    - Snow King Avenue from the corner of Snow King Avenue and Glenwood Street east to the corner of Snow King Avenue and King Street.
    - Cache Street from the intersection of Karns Avenue and Cache Street south to the intersection of Aspen Drive, Pine Glades Drive and South Cache Street.
  - Snow King Parking Lot Closure (beginning Wednesday night at 10:00pm and reopening by Sunday afternoon)
    - Both entrances to the Snow King ballfield parking lot are to be barricaded and parking to be closed to event use.
- The posting of “Local Traffic Only” signs and placement of detour barricades with arrows at the following intersections:
  - Millward and Snow King Avenue
  - Cache and Kelly Street

- Snow King and South Willow
- King Street and Karns Avenue.

These areas are to be used for overflow trailers and official parking from Friday - Saturday.

- The posting of “Handicap Parking” signs on the north side of Snow King Avenue between King and Willow from Thursday - Saturday.
- No Parking (including event trailers and vehicles) on the south side of Snow King Avenue between King Street and Willow Street from Thursday - Saturday.
- Emergency Vehicle Parking along the east and west sides of King Street from Snow King Avenue north to the alleyway before Karns Avenue.
- The posting of “Detour Signs” with directional arrows from Friday – Saturday at the following intersections:
  - King and Karns
  - Cache and Kelly
  - Millward and Snow King
  - Aspen Drive and Millward
  - Pine Drive and Millward
- The posting of “No Parking or Standing” signs from Friday – Saturday at the following intersection:
  - S. Cache and Aspen Drive

This area is the designated drop off point for shuttles to get the overflow competitors snowmobiles transported safely to the pit area, preventing conflicts with spectators and the vendors. The “No Standing” portion is directed towards spectators and safety issues of crowding the racecourse in case of a runaway snowmobile.

- Permission for overnight parking for trailers on Town streets near the Snow King area Wednesday through Saturday nights per the attached map. Section 10.04.300 of the Municipal Code prohibits parking on Town streets between 3:00 a.m. and 7:00 a.m. between November 1<sup>st</sup> and April 15<sup>th</sup>.
- Permission for overnight parking Thursday through Sunday nights for RV’s and trailers associated with the event at the Fairgrounds (east of the Heritage Building), in the Teton County Exhibition Hall Parking Lot and at the paved lot below the Snow King Events Center. Final approval is subject to permission from the parking lot owners and/or lessees.
- Permission for overnight RV parking and camping at the Fairgrounds (east of the Heritage Building) Thursday through Sunday nights. Section 10.04.220 of the Municipal Code prohibits overnight parking on any parking lot owned, operated, leased, or maintained by the town; and Section 9.52.050 prohibits sleeping in any public place unless permission is granted by the Town Council for special events. Final approval is subject to permission from the parking lot owners and/or lessees.
- Permission for pyrotechnics at the finish line. Section 8.20.020 of the Municipal Code of the Town of Jackson prohibits the use, discharge and detonation of fireworks in the Town of Jackson. However, Section 8.20.030 of the Code allows Town Council to grant a permit for supervised public displays of fireworks by organizations if handled by a competent operator and which are not hazardous to property or endanger any person. Final review and approval must be granted by the Fire Marshal.
- Private event parking in the Town owned Snow King Events Center lower lot to the east of Phil Baux Park per the attached map and subject to permission from the Snow King Event Center lessee.
- Use of the ball field for vendor tents during the event and for the starting line. The applicant has acknowledged responsibility for damage that may occur.
- Permission to park vendor trailers partially on the sidewalk on Snow King Avenue from Cache to King to better accommodate the required 20 foot fire lane.
- A malt beverage permit for the sale of beer at the base of Snow King and at the ball field from noon to 8:00 P.M., Friday and Saturday. The applicant will also be required to place security at the event exit to prevent spectators leaving the event with open containers. This protocol has been followed in years past by similar events such as the World Championship Hill Climb and Jackson Hole Live.

- Exposition business license to allow vendors to sell products at the event. The applicant acknowledges that sales tax will be collected and turned into the State of Wyoming.
- Permission from Town Council for noise generated from the event associated with the competition, loudspeaker, and music.
- Permission to display many onsite vendor and sponsor temporary banners. Section 9.52.050 of the Municipal Code prohibits signage on public property without Town Council permission.
- Permission to display temporary banners at the Snow King ballfield backstop. The signs shall not be displayed for longer than 14 days. A sign permit must be submitted to the planning department for review before the banners can be displayed.
- Signage for handicap parking. The CSO's will post and remove this signage.
- Use of Town barricades and "Local Traffic Only" and "Detour" signage, including delivery and pick-up by Public Works personnel.

Immediately following the 2017 Snow Cross event the organizer and applicant meet with various Town and Joint Departments for a review of the event. The feedback from these departments was positive.

Last year some concerns were brought up from various departments. Below are these concerns, how the concerns were addressed, what transpired and how they'll be addressed in 2018 if the event is approved.

### **Turf Damage**

In 2017, the Parks and Recreation Department did initially raise concerns about potential turf damage and sprinkler damage in the Snow King ballfields. The applicant indicated that Snow King Mountain Resort would be responsible for any damage, which occurred to the ball field including the sprinkler systems, fence repairs, turf damage, etc. A damage deposit was added to the list of conditions for the 2017 Snow Cross event. Following the 2017 event, Parks and Recreation indicated that there appeared to be insignificant damage / impact caused by this event. Due to lack of base in the ball field, snow was hauled in to the base area for this event. Currently it appears that no significant damage was caused by this event. The applicant has indicated that Snow King Mountain Resort would once again be responsible for any damage, which may occur to the ball field including the sprinkler systems, fence repairs, turf damage etc. A damage deposit has been included once again to the list of conditions for the 2018 Snow Cross event.

### **Police Overtime**

In 2017, the Police Department initially expressed concerns due to the size of this event and the need to dedicate police staffing which would require overtime hours. The applicant indicated that the Police Department was only being requested for assistance with road closures and assistance with parking closures. In addition, the applicant and the producer of the event provided a security team at this event. The Police Department indicated that it would be prudent to have extra coverage at the event to deter issues such as drinking and driving or excessive drinking. The Police Department worked with the applicant and organizer to determine appropriate amount of additional staffing that was appropriate for the event. The applicant worked with the Police Department on funding the necessary police staffing needs. The feedback from the Police Department was positive. If approved, the Police Department would once again work with the organizer to determine the appropriate level of staffing for this event. The applicant indicated that they would fund additional police resources necessary to staff this event.

### **Requested Operating Hours**

For the 2017 Snow Cross event the applicant had initially requested operating hours from 8:00am until 10:30pm on both days of the proposed event. With the Council's direction, the applicant revised the operating hours of the event to: Friday, December 8 from 8:30am until 6:30pm and Saturday, December 9 from 8:30am until 8:30pm. The applicant has requested that this year the event operate from 8:30am until 8:30pm on both days. For the 2017 Snow Cross event, the number of noise complaints received by the Town Hall were minimal.

Regardless of operating hours, staff recommends that the applicant shall notify residents within a two block radius of the park in advance of the date and beginning and ending times of the event as well as street and parking closure information.

### **Malt Beverage Permit Hours**

In 2017, the applicant initially requested a malt beverage permit from 10:00am until 10:00pm for both days of the event. The applicant adjusted malt beverage service under revised hours: Friday, December 8 from Noon until 6:00pm and Saturday, December 9 from Noon until 8:00pm. During the 2017 event the Police Department did not indicate an increase in open container violations, public intoxication violations, excessive drinking or drunk driving violations. For 2018 the applicant, if approved for an 8:30pm ending time on both days has requested an 8:00pm ending time for the malt beverage permit, a half an hour before the conclusion of each night.

### **ATTACHMENTS:**

Special Event application  
Application Letter from Snow King  
Map of Street Impact  
Sign Permit Application  
Malt Beverage Permit Application  
Public Comment

### **FISCAL IMPACT:**

Direct income: \$200 from malt beverage permit, \$400 from exposition license. Costs include the services of on-duty Public Works employees for delivery/pickup of road signage and barricades. Costs to the Police Department include on-duty and overtime personnel for event presence and posting/maintenance of no-parking signage and road closures.

At this point and time it is uncertain about the exact need for police presence and necessary overtime hours from the Police Department; however the applicant has indicated that they would be cover the expenses of necessary police officers including overtime hours. Last year at a similar event (World Championship Snow King Hill Climb), the Police Department utilized two officers each day plus additional officers in the evening throughout town to augment patrol staff. The applicant will need to work with the Police Department to ensure adequate coverage for this event.

### **STAFF IMPACT:**

Police Department and Public Works Department personnel will be impacted prior to and during the event as described above.

### **LEGAL REVIEW:**

N/A

### **RECOMMENDATION:**

If the Council chooses to approve this application, Staff is requesting that the event be subject to the following conditions and restrictions:

1. The applicant shall provide additional trash receptacles, recycling receptacles and dumpsters at all locations including in and around the Snow King area, Snow King parking lots and the Rodeo Grounds. Trash and recycling receptacles shall not be allowed to overflow and trash and recycling shall be properly removed from all areas.
2. No vehicles, equipment, trailers, etc. shall be parked on any grass or turf areas at the site; parking is permitted only on paved surfaces. Permission from the Parks and Recreation Department is necessary for any parking of vehicles on turf and adequate turf protection must be implemented.

3. 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.
4. The applicant shall post a \$500 damage/clean up deposit with the Parks and Recreation Department prior to the event, which shall be refunded or applied as determined by the department.
5. Applicant shall post a \$200 utility deposit with Parks and Recreation prior to the event.
6. All Parks & Recreation fees shall be paid prior to the event.
7. Vendors shall not dump hot water or other liquids on the turf.
8. The secondary clean-up day will occur once the snow melts and prior to any other events held in the ballpark.
9. The applicant shall coordinate all set-up needs including but not limited to access to power, utility locates, and turf protection inspection with the Parks and Recreation park manager at least ten days prior to the start of the event.
10. The applicant shall place plywood or other protective material in the pit area to prevent spills and damage to the turf.
11. The applicant shall coordinate road closures, detours and parking details with the Police and Public Works Departments at least one week prior to the start of the event. Additional barricades/signage shall be placed where determined by staff to prevent parking in red zones.
12. The applicant shall provide volunteers or staff to be stationed at road closure barricades to check for event parking permits and to assist with traffic control and parking guidance at the Police Department's direction.
13. The applicant shall provide a sample of the parking permit for the event to the Town in advance for approval.
14. The applicant shall provide to the Town in advance of the event an insurance certificate that names 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. 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. The insurance must include alcohol liability.
15. The applicant shall have EMS staff on-site for medical emergencies during the event.
16. The applicant shall comply with all alcohol dispensing laws and regulations, including the prevention of sales to minors.
17. Volunteers or staff shall be placed at the event exits to prevent spectators from leaving with open alcoholic beverage containers.
18. Beer may only be sold in cups previously approved by the Town of Jackson.
19. No more than 16 oz. of beer may be sold in a cup.
20. No more than two beers shall be sold to any person at any time.
21. No alcohol or food or other beverage shall be served in glass containers.
22. There will be no serving of alcohol to obviously intoxicated people.
23. The applicant shall be responsible to be alert to and report any instances of underage drinking to the Jackson Police Department.
24. Alcohol sales will end 30 minutes prior to the event ending.
25. Food service shall be coordinated with and approved by Teton County Environmental Health.
26. The applicant shall take measures to prevent theft from occurring at the site during overnight hours.
27. The applicant shall provide the name and phone number of a responsible person for each vendor booth for use in an emergency.
28. In addition to providing the list to the Wyoming Department of Revenue containing the names, social security numbers and addresses of all participating artists, vendors and merchants 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 fourteen days prior to the event.
29. The applicant shall be responsible to obtain all permission necessary for the use of property noted in the application and attachments which are owned by a party other than the Town.

30. Parking is not permitted at or in any way blocking the Parks & Recreation maintenance facility, or in the Exhibit Hall parking area located across from the Fairgrounds without express consent from the owners of these properties.
31. The applicant shall ensure that the southwest entrance to the Rodeo Grounds is maintained at all times and that individuals with horse trailers are able to access their parking areas.
32. The applicant shall work with START to ensure that START pickup / drop off locations are not blocked by Snow Cross traffic.
33. If requested by the Chief of Police, Ryan Stanley shall attend daily debriefing meetings with members of the Jackson Police Department.
34. Recycling containers will be utilized for this event the applicant will ensure for the proper removal of both trash and recycled material.
35. Fire/EMS will conduct inspections of the site and additional requirements per the International Fire Code could be enforced prior to and during the event.
36. A parking plan and enforcement of the plan will be required within the Rodeo Grounds parking areas.
37. 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. 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).
38. Tents which can hold over 50 or more occupants must provide this 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).
39. 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)
40. Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).
41. Applicant will complete a temporary tent permit application for all temporary tents greater than 400 square feet in size. The applicant will work with the Fire Marshal to mitigate safety concerns of the placement of these temporary tents.
42. Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).
43. All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)
44. Any cooking performed within tents shall require advance approval by this Department (IFC 3104.15.3 – 3104.15.7).
45. Smoking shall not be permitted in tents, canopies or membrane structures. Approved “No Smoking” signs shall be conspicuously posted (IFC 3104.6).
46. Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).
47. 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).
48. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).
49. All No Parking/Snow Cross reserved parking signage shall be produced, posted, and removed by the applicant. The Town will post the handicapped parking and all of the detour signage outside of the event perimeter.
50. No stakes shall be placed in Phil Baux Park without first obtaining permission and utility locates from Parks and Recreation. Utility locates must be coordinated at least ten (10) days prior to the event.

51. All vehicles shuttling snow machine trailers on town roads and alleyways will be compliant with all posted speed limits.
52. No vehicles, equipment, trailers, etc. shall be parked on any grass or turf areas along the sidewalk unless turf protection measures are in place and have been approved by the Parks Manager.
53. All individuals serving alcohol will have TIPS training and certification.
54. A post-snow, micro trash pick-up will take place before the set-up of the ECO Fair.
55. The applicant is expected to monitor the noise levels of the event to ensure that it is conducted in a manner that reduces the likelihood that it will disturb the residents of the surrounding area or neighborhood. In the event that complaints from residents are received, the person to whom this permit is issued shall be responsible for taking reasonable steps to see that the noise is abated in a timely manner.
56. The applicant shall work with the Police Department to determine the level of service required for this event.
57. The applicant shall pay for all police services needed to staff this event at least five business days prior to the event to prevent the department from incurring a significant overtime expense.
58. The field lights shall be turned off by 11:00 P.M. but the applicant may continue to break down the event and equipment until midnight utilizing smaller production lighting.
59. Residents within a two block radius of the park shall be notified in advance of the date and beginning and ending times of the event as well as parking and street closure information.
60. The applicant will abide by any additional conditions and restrictions as deemed by the Town Council.

SUGGESTED MOTION:

Since Town Council approved this event in 2017 and minimal negative feedback was received during and following this event, staff recommends approval for 2018.

I move to approve the special event application made by the Snow King Mountain Resort, the Central Reservations Board, Snow King Hotel and ISOC Racing for the 2018 ISOC Championship Snow Cross at Snow King Mountain, subject to the conditions and restrictions listed in the staff report.



February 1, 2018

Town of Jackson &  
Jackson Police Department  
PO Box 1687  
Jackson, WY 83001

Dear Town of Jackson,

Snow King Mountain is requesting to host a stop on the AMSOIL Championship Snow Cross Circuit at the base of Snow King Mountain on December 7-8, 2018. The 2017 Championship Snocross was a successful event, drawing visitors from around the country and region during one of the slowest times of the year in Jackson. Feedback on the event received from Town staff, spectators, racers, neighbors, and the promoter were all generally very positive.

Approximately 2,500 people attended the event over the course of the two days in 2017. These spectators contributed roughly \$400,000 in lodging and restaurant revenue, and in turn local sales tax revenue. In addition, the event raised \$5,000 for the Doug Coombs Foundation via ticket sales and matching donations from the Jackson Hole Snow Devils, the International Series of Champions (ISOC), and two local snowmobile race teams. The 2017 event was streamed live to nearly 50,000 viewers and was aired nationally on CBS Sports.

For the proposed 2018 event preliminary setup would begin on December 4<sup>th</sup> and post event cleanup will be completed on December 9<sup>th</sup>. The event will run throughout the day and evening of Friday December 7<sup>th</sup> and Saturday December 8<sup>th</sup> from approximately 8:30am – 8:30 pm. We are requesting a malt beverage permit, parking permits, noise ordinance exemption, and street closure/detours as required by the Town of Jackson.

The following special parking and street closures are requested as part of the event.

- (1) *Event Parking* (Wed-Sun) Use of the rodeo grounds parking, and paved lot below the Snow King Ice Rink are requested for parking before, during, and after the event.
- (2) *Complete street closures* (Wed @ 10:00pm – Sat @ 10:00pm) are requested for the section of Snow King Avenue from the corner of Snow King and Cache east to the corner of Snow King and King Street. Both entrances to the Snow King ball field parking lot. The section of South Cache street from the intersection of Snow King and Cache south to the intersection of Pine Drive, Aspen Drive, and South Cache Street.
- (3) *Local Traffic Only – traffic still allowed but signs in place* (Wed @ 10:00pm – Sat @10:00pm) with arrows at intersections of South Glenwood and Snow King, the intersection of Cache and Karns, the intersection of King and Karns, Snow King and South Willow, King St between East Karns and Snow King Avenue. These areas are to be used for overflow trailers and official parking.



We would also like to put handicap parking on one side of Snow King Avenue between King and Willow.

- (4) *Additional Detour Signs* (Directional Arrows Only), needed at intersections of King and Karns, Cache and Karns, Glenwood and Snow King, Aspen Drive and Millward, and Pine Drive and Millward.

All street closures and "Local Traffic Only" sections will provide and maintain an emergency/fire lane in case of an emergency.

The Snow King Ball field leased during the winter to Snow King Mountain Resort will be used for the course and covered entirely with snow. Snow King Mountain Resort will be responsible for any damage, which may occur to the ball field including the sprinkler systems, fence repairs, turf damage etc.

A malt beverage permit is requested for dispensing beer. The location will be at the base of Snow King Mountain adjacent to the race venue. We would like to serve beer during the hours of operation of the event concluding 30 minutes prior to the end of the event each night.

An exception to the noise ordinance is needed for the event, as snowmobiles going around the track will be heard in the neighborhood.

A permit for pyrotechnics at the finish line of the event and consideration of fireworks associated with the event are requested.

An "Exposition Permit" is requested for vendors to sell their products at the event with sales tax being collected and submitted to the State of Wyoming.

A sign permit is requested for temporary banners for Snow King Mountain and in the Snow King Ball Field.

These requests are being made of the Town of Jackson to meet requirements set out by the rules and regulations of the town.

Further questions or concerns may be directed to representatives of Snow King Mountain including Ryan Stanley, General Manager 307 734-3351.

Thank you in advance for your support and work to make this event a great success for the community.

Sincerely,

Ryan Stanley  
Vice President & General Manager

# 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



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

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

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

## APPLICANT INFORMATION

Name of Event: ISOC Championship Snow Cross at Snow King Mountain

Name of Organization: Snow King Mountain

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

Mailing Address: PO Box 1846

City: Jackson      State: Wy      Zip Code: 83001

Name of Person Completing Application: Ryan Stanley

Email Address: ryan@snowkingmountain.com

Work Phone: 307 734-3351

Cell Phone: \_\_\_\_\_

## EVENT INFORMATION

Type of Event:  Run / Walk       Concert       Filming       Assembly  
 Parade       Festival       Biking       Education  
 Other: Snowmobile Race

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

Snowmobile Race at the base of Snow King Mountain

Location of Event: Snow King Mountain      Alternative Location: \_\_\_\_\_

Date(s) of Event: Dec 7-8, 2018      Event Operating Hours: 8:30am-8:30pm

Event Set Up Begins      Date: December 5, 2018      Time: 8:00am

Event Clean Up Ends      Date: December 9, 2018      Time: 3:00pm

# Special Event Application

## EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 2000 Total Event: 4000

Special Considerations (check all that apply):

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Alcoholic Beverages | <input checked="" type="checkbox"/> Cooking/Grilling    | <input checked="" type="checkbox"/> Electricity Requested |
| <input checked="" type="checkbox"/> Food Sales          | <input checked="" type="checkbox"/> Merchandise Sales   | <input checked="" type="checkbox"/> Recurring Event       |
| <input checked="" type="checkbox"/> Ticketed Admission  | <input checked="" 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 checked="" type="checkbox"/> Overnight Parking   | <input type="checkbox"/> Overnight RV Camping           | <input type="checkbox"/> Use of Town Square               |

Event Co-Sponsor (s): Doug Coombs Foundation

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

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: Dillon Taylor Cell Phone: 619 987-4771

## 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 checked="" type="checkbox"/> Tents (X)                      | <input checked="" type="checkbox"/> Food Vendors (FV)                |
| <input checked="" type="checkbox"/> Beverage Vendors (BV)          | <input checked="" type="checkbox"/> Alcohol Vendors (A)              |
| <input checked="" type="checkbox"/> Portable Toilets (T)           | <input checked="" type="checkbox"/> Hand Washing Sink (HWS)          |
| <input checked="" type="checkbox"/> Stages or Amplified Sound (SO) | <input checked="" type="checkbox"/> Bleachers (BL)                   |
| <input checked="" type="checkbox"/> Garbage Receptacles (G)        | <input checked="" type="checkbox"/> Recycling Receptacles (RR)       |
| <input checked="" type="checkbox"/> Retail Merchants (RM)          | <input checked="" type="checkbox"/> Security (P)                     |
| <input checked="" type="checkbox"/> Fire Lane (FL)                 | <input checked="" type="checkbox"/> Fire Extinguishers (EX)          |
| <input checked="" type="checkbox"/> First Aid / EMS (FA)           | <input checked="" type="checkbox"/> Barricades (B)                   |
| <input checked="" type="checkbox"/> Electricity / Generator (EL)   | <input checked="" 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
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Please see attached letter and map.

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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: \_\_\_\_\_ 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:

Yes _____	Large Street Barricades	Yes _____	"Road Closed" Street Signs
_____	Small Sidewalk Barricades	Yes _____	"Local Traffic Only" Street Signs
_____	28 Inch Street Cones	Yes _____	"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

<input type="checkbox"/> Event Security	<input type="checkbox"/> Mounted Horse Patrol	<input type="checkbox"/> Traffic Control
<input type="checkbox"/> Race Lead Vehicle	<input type="checkbox"/> Parade Lead Vehicle	<input checked="" type="checkbox"/> General Presence
<input type="checkbox"/> Towing / Ticketing	<input checked="" type="checkbox"/> Assistance with Parking Closures	<input checked="" type="checkbox"/> Assistance with Street Closures

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

Presence at the event and help with Parking Closures

**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

### 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: \_\_\_\_\_

*\*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: Ambulance presence at site.

# 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: 8:30am Finish Time: 8:30pm

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.*

## 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: 25 Number of ADA Accessible Portable Toilets: 5

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

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

Restroom Company: Macy's

Restroom Drop off / Pick Up Date for Drop Off: 12/6/17 Time for Drop Off: 2:00pm

Date for Pick Up: 12/10/17 Time for Pick Up: 10:00am

## 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? \_\_\_\_\_

*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:

Vendor Sales of merchandise.

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 Trash Removal

How many trash receptacles will be supplied for your event? 40+

When will the trash receptacles be delivered? Thursday 12/6/18

When will the trash receptacles be picked up and removed from site? Sunday 12/9/19

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

Staff will remove trash throughout the day. Dumpsters will be emptied daily.

***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? Integrated Solid Waste and Recycling

How many recycling receptacles will they (or you) supply for your event? 20+

When will these recycling receptacles be delivered? 12/6/17

When will recycling receptacles be picked up and removed from site? 12/9/18

Describe your plan for collection and removal of recyclable materials during your special event:  
Same as trash removal plan.

*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.*

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# 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:

No significant changes to the event as requested from the prior year with the exception of being able to operate until 8:30pm on Friday night. Many locals were unable to attend the event last year on Friday due to work conflicts and the early finish of the event. For this years event we would like to request the ability to have pyrotechnics associated with the finish line as conducted at all the other eight races in the country to improve the spectator experience.

## 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: RS

# 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: RS

# 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: RS

# 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: RS

# 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: RS

# 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: Ryan Stanley

Printed Name

DATE: 2/1/18

TITLE: General Manager



# JACKSON SNOCROSS NATIONAL

AT SNOWKING MOUNTAIN RESORT - JACKSON, WYOMING

←←← OVERFLOW PITS AT FAIR GROUNDS



VIEWING

STAGING

START

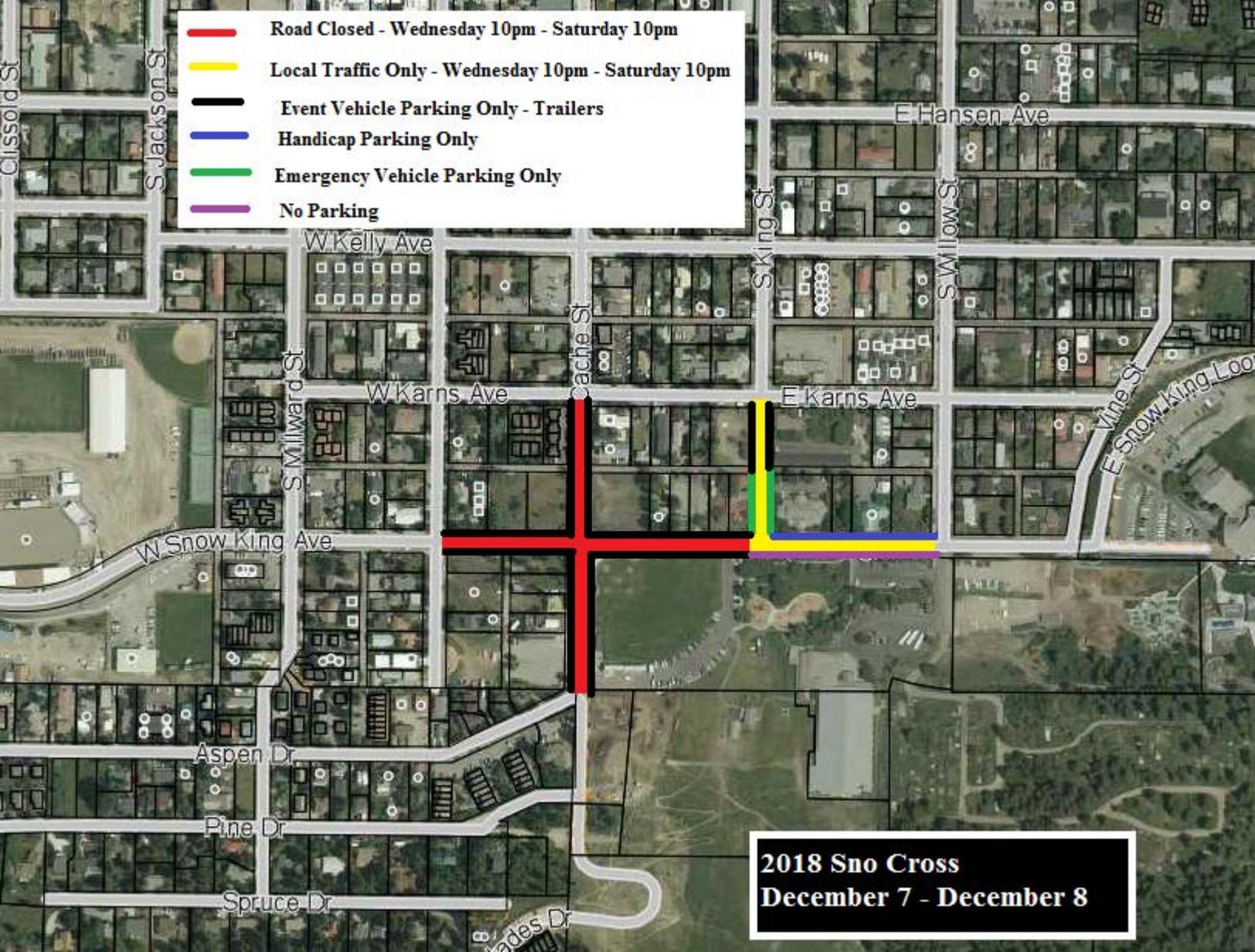
FINISH

ADDITIONAL PRACTICE PITS

←←← EMERGENCY ROUTE

AMSIL CHAMPIONSHIP SNOCROSS POWERED BY RAM

-  Road Closed - Wednesday 10pm - Saturday 10pm
-  Local Traffic Only - Wednesday 10pm - Saturday 10pm
-  Event Vehicle Parking Only - Trailers
-  Handicap Parking Only
-  Emergency Vehicle Parking Only
-  No Parking



**2018 Sno Cross  
December 7 - December 8**



## Town of Jackson

### MALT BEVERAGE PERMIT APPLICATION

Permit # \_\_\_\_\_

Fee (\$100.00 Per Day) \_\_\_\_\_

**W.S. 12-4-502. Twenty-four hour malt beverage permit and catering permit; restrictions; application procedure; fees.**

(a) A malt beverage permit authorizing the sale of malt beverages only may be issued by the appropriate licensing authority to any responsible person or organization for sales at a picnic, bazaar, fair, rodeo, special holiday or similar public gathering. No person or organization holding the special permit shall sell any alcoholic liquor other than malt beverages on the premises described on the permit, nor shall any malt beverage be sold or consumed off the premises authorized by the permit. W.S. 12-5-201 does not apply to this subsection.

---

**All Malt Beverage Permit requests must be approved by the Jackson Town Council.  
Please submit the completed application at least 21 days in advance of the date  
of the event.**

Name of Organization Requesting Permit: Snow King Mountain Resort

Event Contact Person and Phone Number: Dillon Taylor 307 734-3351

Date(s) of Permit: December 7-8, 2018

Hours of Permitted Service and Consumption: 12pm-8pm, Fri & Sat

Description of Premises where malt beverages are to be served (physical address):

100 E. Snow King Ave.

Purpose of Event: Snowcross Race

I will not serve to any Minors under 21 (Sign Here) \_\_\_\_\_  \_\_\_\_\_

Malt Beverage Permit will be processed and issued upon payment to the Town of Jackson.

Submit application to Town Hall or fax to 739-0919.



# TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

**PREPARATION DATE:** March 12, 2018  
**MEETING DATE:** March 19, 2018

**SUBMITTING DEPARTMENT:** Town Clerk, Olivia Goodale  
**DEPARTMENT DIRECTOR:** Roxanne DeVries Robinson  
**PRESENTER:** Carl Pelletier

**SUBJECT:** Special Event: Jackson Hole Professional Bull Riders

## BACKGROUND/ALTERNATIVES:

The applicant, Josh Timon with Outlaw Partners LLC, requests permission for overnight camping at the fairgrounds and amplified sound during a new Professional Bull Riders (PBR) event being held at the Teton County Rodeo Grounds. The actual event is scheduled for Tuesday night, July 17, 2018 and has been approved by the TC Fair Board.

This event would include amplified sound (pre-recorded music and announcers) during the event. A schedule of amplified sound is included in this staff report. The applicant has indicated that the event would conclude by 10:00pm.

The applicant requests the following from the Town for the event:

- Permission from Council for amplified sound associated with the event.
- An expo license which will be submitted for vendor sales.
- A malt beverage permit for the sale of beer at the Rodeo Grounds from 3:00 P.M. to 10:00 P.M., on Tuesday, July 17, 2018.
- Permission from Council for overnight RV camping for event participants.

[This request for overnight camping begins on Sunday, July 15, 2018 and runs to Wednesday, July 18, 2018. Camping would occur on Sunday, Monday and Tuesday nights. Participants and family members will be camping in RV/living quarter type trailers. The Fair Board has approved this use. The applicant has indicated that no more than 10 RV units would be camping overnight.

Section 10.04.220 of the Municipal Code prohibits overnight parking on any parking lot owned, operated, leased, or maintained by the town; and Section 9.52.050 prohibits sleeping in any public place unless permission is granted by the Town Council for special events.

Similar requests have been approved in the past.

## ATTACHMENTS:

Application

## FISCAL IMPACT:

None.

STAFF IMPACT:

None.

LEGAL REVIEW:

N/A

RECOMMENDATION:

Staff recommends the approval of the request, subject to the following conditions and restrictions:

1. The applicant shall clean up after the event.
2. The applicant shall coordinate its activities with the Teton County Fair Board.
3. Banners are not permitted unless approved under a separate Sign Permit Application to the Planning and Building Department.
4. There shall be open access to tennis and field areas at all times.
5. All overnight vehicles shall place a clearly visible card in the dash designating the vehicle as affiliated with the PBR event.
6. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and states that coverage is primary and non-contributory is required for every event at least ten days prior to the 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.
7. There shall be no campfires or open fires during the event.
8. A clear and unobstructed width of 20 feet shall be maintained between rows of parked trailers to allow for emergency vehicle access (IFC 503.2.1).
9. In addition to providing the list to the Wyoming Department of Revenue containing the names, social security numbers and addresses of all participating artists, vendors and merchants 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 fourteen days prior to the event.
10. The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to minors and the prohibition of consumption off the authorized premises.
11. Alcoholic beverages shall be sold in 16 oz. or smaller plastic cups.
12. The applicant may sell mugs for alcoholic beverages that are approved by the Police Department. Vendors may not sell more than 16 oz. in the mugs, regardless of mug size.
13. Beer sales shall cease by 10:00pm.
14. Individuals serving beer will have TIPS training.
15. Beer servers will not overserve individuals or serve to obviously intoxicated individuals.
16. Police will be notified immediately with any attempt by a minor to purchase alcohol.
17. Any other conditions or restrictions staff wishes to add upon further review of the application.

SUGGESTED MOTION:

I move to approve the special event request from Josh Timon with Outlaw Partners LLC, 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)



Date Application Received

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

## APPLICANT INFORMATION

Name of Event: Jackson Hole PBR

Name of Organization: Outlaw Partners, LLC, DBA - Outlaw Events

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

Mailing Address: 11 Lone Peak Dr. Unit 104

City: Big Sky State: MT Zip Code: 59716

Name of Person Completing Application: Josh Timon

Email Address: Josh@theoutlawpartners.com

Work Phone: 406-995-2055 Cell Phone: 303-638-4564

## EVENT INFORMATION

Type of Event:  Run / Walk  Concert  Filming  Assembly  
 Parade  Festival  Biking  Education  
 Other: Professional Bull Riding event

Description & Purpose of Event (Attach additional sheets if necessary): 1st Annual Jackson Hole PBR

Professional Bull Riders (approx 20-30 riders) will compete on bulls for points and cash

Location of Event: Teton County Rodeo Arena Alternative Location: NA

Date(s) of Event: 7/17/18 Event Operating Hours: 5:00 P.M. - 10 P.M.

Event Set Up Begins Date: 7/16/18 Time: 8:00 A.M.

Event Clean Up Ends Date: 7/18/18 Time: 8:00 A.M.

# Special Event Application

## EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 2500 Total Event: 2500

Special Considerations (check all that apply):

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

Event Co-Sponsor (s): Discussing options with Community Foundation of Jackson Hole

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

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: Ersin Ozer Cell Phone: 406-451-4073

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

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: \_\_\_\_\_ 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:

_____ Large Street Barricades	_____ "Road Closed" Street Signs
_____ Small Sidewalk Barricades	_____ "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

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Event Security     | <input type="checkbox"/> Mounted Horse Patrol                | <input type="checkbox"/> Traffic Control                    |
| <input type="checkbox"/> Race Lead Vehicle  | <input type="checkbox"/> Parade Lead Vehicle                 | <input type="checkbox"/> General Presence                   |
| <input type="checkbox"/> Towing / Ticketing | <input type="checkbox"/> Assistance with<br>Parking Closures | <input type="checkbox"/> Assistance with<br>Street Closures |

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

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: \_\_\_\_\_

### 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: \_\_\_\_\_

*We will be renting the grassy area at the Fair Grounds so irrigation locates will be needed, a large tent will be used*

*\*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: \_\_\_\_\_

*EMS personel and ambulance for injuries - 2 units ( 1 on site and 1 on standby if primary has to leave venue due to injury)*

# 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: 10:00 A.M. Finish Time: 10:00 P.M.

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.*

## 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: \_\_\_\_\_ Number of ADA Accessible Portable Toilets: \_\_\_\_\_

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

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

Restroom Company: \_\_\_\_\_

Restroom Drop off / Pick Up Date for Drop Off: \_\_\_\_\_ Time for Drop Off: \_\_\_\_\_

Date for Pick Up: \_\_\_\_\_ Time for Pick Up: \_\_\_\_\_

## 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? mixed drinks/wine

*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: Food/beverages/Jackson Hole PBR gear

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 Trash Removal

How many trash receptacles will be supplied for your event? 10

When will the trash receptacles be delivered? already on site

When will the trash receptacles be picked up and removed from site? NA

Describe your plan for the collection and removal of trash during your special event: \_\_\_\_\_

We will be hiring TM Commercial Cleaning who was recommended by Fair Grounds

*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

## 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? ISWR (Integrated Solid Waste & Recycling)

How many recycling receptacles will they (or you) supply for your event? 10

When will these recycling receptacles be delivered? on site

When will recycling receptacles be picked up and removed from site? NA

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

We will be hiring TM Commercial Cleaning who was recommended by Fair Grounds

*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.*

## 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:

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# Special Event Application

## TOWN IMPACT SURVEY

In an effort to better understand the impact of this special event on the local economy please answer the following questions:

2500

Estimated total number of participants and/or spectators at the special event. If the event is reoccurring - taking place multiple days over the course of a season - please indicate the total estimated number from all events combined over the course of the season.

70%

Estimated percentage of Jackson resident participants and/or spectators at the special event.

20%

Estimated percentage of local area participants and/or spectators at the event. This would include participants and spectators from Victor, Alpine, Driggs and the other areas surrounding Jackson that would not require an overnight stay in Jackson.

10%

Estimated percentage of out-of-town participants and/or spectators at the special event.

If participants and/or spectators are traveling from out-of-town (including surrounding areas such as Victor, Driggs, Alpine, etc.) are they coming to Jackson with the primary reason to participate in or watch this special event? Is this event a driving force in a visitor's decision to travel to Jackson?

Yes

No

*The Town of Jackson will be sending a Post Event survey following your event to capture additional information. We would truly appreciate you filling a post survey out.*

## 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

Initials: JST

# 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: JST

# 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:     JST

# 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.

Initials:     JST

# 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:     JST

# 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: Josh Timon  
Printed Name

DATE: 2/15/18

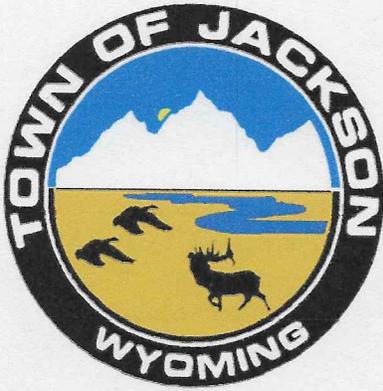
TITLE: VP Business Development

### **Schedule of music or entertainment during event**

**10:00 A.M. - 3:00 P.M.** – Testing of sound equipment

**4:00 P.M.** – Random music playing in venue while spectators are entering

**5:00 P.M. – 10:00 P.M.** - Random music/Announcers playing in venue while bull riding is happening



## Town of Jackson

### MALT BEVERAGE PERMIT APPLICATION

Permit # \_\_\_\_\_

Fee (\$100.00 Per Day) \_\_\_\_\_

**W.S. 12-4-502. Twenty-four hour malt beverage permit and catering permit; restrictions; application procedure; fees.**

(a) A malt beverage permit authorizing the sale of malt beverages only may be issued by the appropriate licensing authority to any responsible person or organization for sales at a picnic, bazaar, fair, rodeo, special holiday or similar public gathering. No person or organization holding the special permit shall sell any alcoholic liquor other than malt beverages on the premises described on the permit, nor shall any malt beverage be sold or consumed off the premises authorized by the permit. W.S. 12-5-201 does not apply to this subsection.

---

**All Malt Beverage Permit requests must be approved by the Jackson Town Council.  
Please submit the completed application at least 21 days in advance of the date  
of the event.**

Name of Organization Requesting Permit: Outlaw Partners, LLC

Event Contact Person and Phone Number: Josh Timon

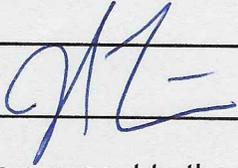
Date(s) of Permit: 7/17/18

Hours of Permitted Service and Consumption: 3:00 p.m. - 10:00 p.m.

Description of Premises where malt beverages are to be served (physical address):

Teton County Fair Grounds - 305 W Snow King Ave, Jackson WY 83001

Purpose of Event: Jackson Hole PBR

I will not serve to any Minors under 21 (Sign Here) 

Malt Beverage Permit will be processed and issued upon payment to the Town of Jackson.

Submit application to Town Hall or fax to 739-0919.

**TOWN OF JACKSON  
JACKSON POLICE DEPARTMENT**

**NOISE PERMIT APPLICATION**

**PLEASE PRINT AND USE A BLACK OR BLUE INK PEN. Thank you.**

Event Sponsor (Person responsible for event and noise if complaints are received):

Name: Josh Timon Date of Birth: 01/24/73

Phone number ( 303 ) 638 - 4564

PO Box: 160250

Town: Big Sky State MT Zip Code 59716

Street Address: 11 Lone Peak Dr, Unit 104

Town: Big Sky State MT Zip Code 59716

Location of Event: Teton County Rodeo Grounds

Physical Address: 305 W Snow King Ave., Jackson, WY 83001

Date(s) of Event: 7/17/18

Requested Starting Time of Event: 5:00 a.m./p.m.

Requested Ending Time of Event: 10:00 a.m./p.m.

**Please be advised that the noise permit will not extend beyond 11 p.m.**

Type of Event: Jackson Hole PBR - Pro Bull Riding event

(i.e. Baptism, Birthday Party, Wedding, Concert, Employee Party, etc.)

Please **explain** the type of noise expected. Live music, band, D.J., acoustic, amplified music, sound system of any type, dancing, etc.

The type of noise will be coming from a sound system will be music, announcer voices and crowds cheering

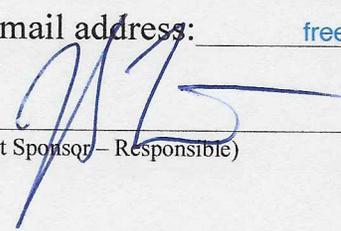
Band Name: Production company is Freestone Productions, LLC

Telephone or email address: Jacey: 406-581-8422 or Andy: 916-761-6395

or

First and last name of person providing music: Jacey and Andy Watson

Telephone or email address: freestone@littleappletech.com

Signed:  / 2/15/18

(Event Sponsor - Responsible)

(Date)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/09/2018

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 have ADDITIONAL INSURED provisions or 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> Agency Insurance Division CIA Insurance Agency Inc PO Box 161336 Big Sky MT 59716-1336	<b>CONTACT NAME:</b> Ty Moline <b>PHONE (A/C No. Ext):</b> (406) 993-9242 <b>E-MAIL ADDRESS:</b> TyMoline@agencyinsdiv.com	<b>FAX (A/C, No):</b> (208) 561-2990	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> The Outlaw Partners  Po Box 160250  Big Sky MT 59716	<b>INSURER A:</b> Sentinel Insurance Company, Lt		11000
	<b>INSURER B:</b> Hartford Insurance Group		00914
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: Cert ID 2813

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			41SBAPY3650	07/16/2017	07/16/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							<b>Liq Liability</b>	\$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	41WECJ10287	03/01/2018	03/01/2019	PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
								\$
								\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers this coverage is primary and non-contributory

**CERTIFICATE HOLDER****CANCELLATION**

Town of Jackson  150 East Pearl Ave PO BOX 1687 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  Lic 928625
--	--

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ACORD 25 (2016/03)

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Date: 2/15/18

# 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:** Outlaw Partners, LLC

**D/b/a:** Outlaw Events

**Nature of Exposition:** Jackson Hole PBR

**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:** 305 W Snow King Ave. **No:** \_\_\_\_\_

**Building:** \_\_\_\_\_ **City:** Jackson **State:** WY **Zip Code:** 83001

**Date of Expo:** 7/17/18

**Time of Expo:** 5:00 p.m. - 10:00 p.m.

**Business/Organization Physical Address:** 11 Lone Peak Dr., Unit 104

**Post Office Box:** 160250

**City:** Big Sky **State:** MT **Zip Code:** 59716

**Business Phone Number:** (406) 995-2055

**Fax/email address:** media@theoutlawpartners.com

**WY Sales Tax Number:** \_\_\_\_\_

**Federal Employers ID Number:** 26-4828520

**\*\* 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
Megan Paulson	0303619814115	MT	3/15/81	406-580-0389
Eric Ladd	0802619734107	MT	08/07/73	406-570-0639

**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:** 3/9/18

Additional Information: \_\_\_\_\_

**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: \_\_\_\_\_

Will a sign or banner be posted?  Yes  No

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

I, Josh Timon, 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 )  
COUNTY OF TETON ) \$

SUSCRIBED AND SWORN TO BEFORE ME BY \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

signature of applicant  
Josh Timon  
Printed name of applicant

WITNESS my hand and official seal

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

**Exposition License Fees**

For Profit Businesses

Not For Profit Businesses

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

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

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



# TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

**PREPARATION DATE:** March 13, 2018  
**MEETING DATE:** March 19, 2018

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

**SUBJECT:** Special Event: Pop-Up Bike Lanes for iBike Day

## PURPOSE/STATEMENT:

The Mayor and Council approve or deny all special event applications requesting use of Town streets, Town equipment and services of Town personnel on behalf of the Town of Jackson.

## BACKGROUND/ALTERNATIVES:

The applicant, Friends of Pathways, requests permission to host Pop-Up Bike Lanes for iBike Day on Sunday, June 17, 2018 from 6:00am until 6:00pm. This is an event to help encourage people to bike and demonstrate how a designated bike lane can calm vehicular traffic. The idea of this event is to create bike lanes on both sides of the road on Willow Street (from Broadway Avenue to Snow King Avenue) and on Snow King Avenue (between Willow Street and Scott Lane).

The vehicular travel lane would not be impacted by the pop up bike lanes, but it is requested that parking along these roads would be prohibited on this date. Friends of Pathways would like to hold this event on Sunday, June 17, 2018 in an effort to coincide with Raptor Fest and a JH Live Concert at the Snow King ballfield. The JH Live Concert application has yet to be received by the Town of Jackson, but they have historically applied for a permit to host a concert on Father's Day. Jackson Hole Live concerts typically request No Parking along Snow King Avenue between Cache Street and King Street.

Included in this staff report is a map of proposed pop-up bike lanes for the day. The event will be held on a Sunday so many of the businesses and government offices located on this path will not be open at this time.

The applicant requests the following:

1. Permission to post No Parking signs along the proposed pop-up bike lane route
  - a. Snow King Avenue – between Willow and Milward
  - b. Willow Street – between Broadway and Snow King Avenue
2. Public Works to provide street sweeping in this area before the event
3. Permission to utilize Public Work street cones and candlestick cones to mark the pop-up bike paths

This application has been distributed to various Town departments for review.

ATTACHMENTS:

Special event application

No Parking requested zone map.

FISCAL IMPACT

Estimated fiscal impact is minimal.

STAFF IMPACT:

Minimal.

LEGAL REVIEW:

N/A

RECOMMENDATION:

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

1. The applicant shall clean up after the event and shall be responsible for the removal of all refuse generated by the event.
2. Banners are not permitted unless approved under a separate Sign Permit Application to the Planning and Building Department.
3. All walkways and boardwalks shall be kept clear and unobstructed.
4. Pop-up Bike Lanes will not encroach on roads or streets nor shall they impede vehicular traffic in anyway.
5. Any power cords that cross walkways shall be taped and secured so as to avoid a tripping hazard.
6. The applicant shall coordinate all police services with the Jackson Police Department at (733-1430) at least one week prior to the event to work out the details of the requested closures.
7. The applicant shall coordinate all public work services with the Public Works Department at (733-1430) at least one week prior to the event to work out the details of necessary services.
8. An insurance certificate that names 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.
9. The applicant shall be responsible for the closure of the parking spaces and the procuring, posting and removal of no parking signs associated with the event.

10. Any Town of Jackson cones, signs and barricades must be removed immediately following the event. Barricades, cones and signs must be returned to the Public Works Department.

SUGGESTED MOTION:

I move to approve the Pop Up Bike Lanes Day special event application made by Friends of Pathways 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



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

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

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

## APPLICANT INFORMATION

Name of Event: Pop Up Bike Lanes for iWalk, iBike, iBus Day

Name of Organization: Friends of Pathways

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

Mailing Address: PO Box 2062

City: Jackson      State: WY      Zip Code: 83001

Name of Person Completing Application: Lauren Dickey

Email Address: laurenadickey@gmail.com

Work Phone: 3077334534      Cell Phone: 3177976022

## EVENT INFORMATION

Type of Event:  Run / Walk       Concert       Filming       Assembly  
 Parade       Festival       Biking       Education  
 Other: iWalk, iBike, iBus Day

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

Pop-up Bike Lane Event to demonstrate how a permanent lane can calm vehicular traffic

Location of Event: All of Willow St and Snow King Ave      Alternative Location: None

Date(s) of Event: Sunday, June 17, 2018      Event Operating Hours: 6 am - 6pm

Event Set Up Begins      Date: June 17, 2018      Time: 5am

Event Clean Up Ends      Date: June 17, 2018      Time: 7pm

# Special Event Application

## EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 500 Total Event: 500

Special Considerations (check all that apply):

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Alcoholic Beverages | <input type="checkbox"/> Cooking/Grilling          | <input type="checkbox"/> Electricity Requested |
| <input type="checkbox"/> Food Sales          | <input type="checkbox"/> Merchandise Sales         | <input type="checkbox"/> Recurring Event       |
| <input type="checkbox"/> Ticketed Admission  | <input type="checkbox"/> Sound Amplification       | <input type="checkbox"/> Pets or Animals       |
| <input 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): \_\_\_\_\_

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

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: Katherine Dowson Cell Phone: 208-709-4630

## 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
-------------------------	---------	------------	----------

Willow Street (just the bike lane)	June 6, 2018	6am	6pm
------------------------------------	--------------	-----	-----

Snow King Ave (from Willow to Millward Ave)	June 6, 2018	6am	6pm
---	--------------	-----	-----

The travel lane should not be affected by creating a pop up bike lane, but some parking be removed on Snow King Ave.

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: 124 - 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: Town Shuttle 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:

\_\_\_\_\_ Large Street Barricades

\_\_\_\_\_ "Road Closed" Street Signs

\_\_\_\_\_ Small Sidewalk Barricades

\_\_\_\_\_ "Local Traffic Only" Street Signs

ALL \_\_\_\_\_ 28 Inch Street Cones

\_\_\_\_\_ "Detour" Street Signs

ALL \_\_\_\_\_ 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: \_\_\_\_\_

**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

If possible, street sweeping on Snow King Ave from Virginian Lane to Willow and on Willow from Snow King to the Elementary School, would be great, but not required.

### 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: \_\_\_\_\_

*\*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: \_\_\_\_\_

# Special Event Application

## TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

Event Specific Shuttle(s)

Please describe in detail your request: To make START aware that the travel lane may feel  
on June 6th during iWalk, iBike, iBus to School. Anna White has been made aware of the

## VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound?  Yes  No

If "Yes", please indicate times: Start Time: \_\_\_\_\_ Finish Time: \_\_\_\_\_

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.*

## 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

## 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:

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? \_\_\_\_\_

How many trash receptacles will be supplied for your event? \_\_\_\_\_

When will the trash receptacles be delivered? \_\_\_\_\_

When will the trash receptacles be picked up and removed from site? \_\_\_\_\_

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

We will give each child that bikes to school a piece of fruit and a sticker. After the event, we will remove all of the garbage from the receptacle at our tent. We will also patrol the course to remove garbage on the road after the event.

***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? \_\_\_\_\_

How many recycling receptacles will they (or you) supply for your event? \_\_\_\_\_

When will these recycling receptacles be delivered? \_\_\_\_\_

When will recycling receptacles be picked up and removed from site? \_\_\_\_\_

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

*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.*

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# 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:

## 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: LD

# 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: LD

# 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: LD

# 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: LD

# 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: LD

# 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: Lauren Dickey

Printed Name

DATE: 02/21/2018

TITLE: Communications Director

**Pop Up Bike Lanes  
Sunday, June 17, 2018  
6am - 6pm**

Town Square

Phil Baux Park

Teton County  
Fair Building

Cowboy Coaster





# TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

**PREPARATION DATE:** MARCH 19, 2018  
**MEETING DATE:** MARCH 15, 2018

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

**APPLICANT:** TRIBE JH

**SUBJECT:** TEMPORARY SIGN PERMIT – Tribe Easter Service

## 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 105 Buffalo Way (Albertsons) during:

March 25, 2018 to April 1, 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 105 Buffalo Way (Albertsons), 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 105 Buffalo Way (Albertsons) may be installed during:

March 25, 2018 to April 1, 2018

## SUGGESTED MOTION

I move to **approve** the temporary banner in conjunction with Tribe JH, subject to three (3) conditions of approval.

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

Christine Schuller  
699.0334  
ChristineSchuller7@gmail.com



**TEMPORARY SIGN PERMIT APPLICATION**  
Planning & Building Department  
Planning Division

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

**EVENT NAME:**

Event Name: Tribe Easter Service Physical Address of Event: Snow King Conference Center  
Description of Event: Easter Service  
537 Snow King Loop

**EVENT SPONSOR/APPLICANT:**

Name: Tribe JH Easter Service Phone: Christine Schuller -307 699.0334  
Brian 699.8989  
Mailing Address: 4190 Sandy Creek Lane ZIP: 83001  
E-mail: brian@tribejh.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>Albertson's</u>	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: <u>Albertson's Banner area</u>	Dates of Display: _____
Consent from Owner Obtained? Yes <input checked="" 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.*

Signature of Authorized Event Applicant  
Christine Schuller  
Applicant Name Printed

3/6/2018  
Date  
Title

12' x 16'

**TRIBE**  
JH.COM

# EASTER

SUNDAY APRIL 1ST

*Snow King Conference Center | Service Starts at 10:30am*



# TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

**PREPARATION DATE:** MARCH 15, 2018  
**MEETING DATE:** MARCH 19, 2018

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

**APPLICANT:** SUE UNRUCH – GLOBAL LEADERSHIP

**SUBJECT:** TEMPORARY SIGN PERMIT – Global Leadership – Leadership Summit

## 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 and 105 Buffalo Way (Albertsons) during:

May 20-26, 2018 and June 17-23, 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 105 Buffalo Way (Albertsons), 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 105 Buffalo Way (Albertsons) may be installed during:

May 20-26, 2018 and June 17-23, 2018

## SUGGESTED MOTION

I move to **approve** the temporary banner in conjunction with Global Leadership, subject to three (3) conditions of approval.

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



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department
Planning Division

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

EVENT NAME:

Event Name: Global Leadership hosted by the Presbyterian Church of Jackson Hole
Physical Address of Event: 1251 South Park Loop Rd.
Description of Event: Leadership Summit for the Jackson valley by a world-class faculty - 2-Days on Aug 9-10.

EVENT SPONSOR/APPLICANT:

Name: Sue Unruh Phone: 224-623-0109
Mailing Address: PO Box 1792, Pinedale ZIP: 82941
E-mail: sueunruh@gmail.com Non-Profit: [checked] For Profit: [ ]

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

Table with 2 columns for banner location details including Business/Description, Physical Address, Dates of Display, and 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. Vinyl, Color attached is last years banner. This years will be similar.
Installation specifications, and any structural details or specifications required for freestanding signs. NA hung on outside of Albertsons

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.

Susan Unruh
Signature of Authorized Event Applicant
Sue Unruh
Applicant Name Printed

3/4/18
Date
Event Manager
Title



**THE GLOBAL LEADERSHIP SUMMIT**  
August 10-11, 2017 | [willowcreek.com/summit](http://willowcreek.com/summit)

**2017 FACULTY**

<b>Dr. Mark DeLaHunt</b>	<b>Dr. Jennie Allen</b>	<b>Dr. Matt Chandler</b>	<b>Dr. Phil Warren</b>	<b>Dr. Holly Root</b>	<b>Dr. Stephen L. Ligon</b>	<b>Dr. Adam Johnson</b>

Experience This Event At:  
The Presbyterian Church of Jackson Hole

<b>Dr. Lance Green</b>	<b>Dr. Meredith R. Williams</b>	<b>Dr. Matt Chandler</b>	<b>Dr. Holly Root</b>	<b>Dr. Stephen L. Ligon</b>	<b>Dr. Adam Johnson</b>

WILLOW CREEK ASSOCIATION



# TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

**PREPARATION DATE:** MARCH 15, 2018  
**MEETING DATE:** MARCH 19, 2018

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

**SUBJECT:** **ITEM P17-166 P17-167 & P17-168:** REQUEST FOR APPROVAL OF A DEVELOPMENT PLAN, CONDITIONAL USE PERMIT (HEAVY SERVICE USE) AND A CONDITIONAL USE PERMIT (WIRELESS FACILITY) LOCATED AT 60 E. PEARL AVENUE.

**APPLICANT:** JACKSON HOLE FIRE & EMS

**OWNER:** TOWN OF JACKSON

## REQUESTED ACTION

This item was continued from the previous Town Council meeting on March 5<sup>th</sup>.

The applicant, Jackson Hole Fire/EMS, is requesting approval of a Development Plan to remodel and expand Fire Station #1, a Conditional Use Permit (CUP) for the fire station use (Heavy Service), and a CUP for a new wireless communications facility at 60 E. Pearl Avenue.

## APPLICABLE REGULATIONS

Section 8.3.2 Development Plan  
Section 8.4.2 Conditional Use Permit (CUP)  
Section 6.1.10.D Wireless Communications Facilities

## LOCATION

The subject property is addressed as 60 E. Pearl Avenue and legally described as LOTS 4-5-6, BLK. 6 CACHE CREEK ADDITION, 1ST ADD. (JH FIRE HOUSE & FIRE ADMIN. BLDG.). An aerial photo and zoning map are shown below reflecting the general location of the proposed site (please see the applicant submission for a detailed site plan):



## BACKGROUND/ALTERNATIVES

The subject site is approximately 0.52 acres (22,500 sf) in size and was re-zoned from Urban Commercial (UC) to Public/Semi-Public (P/SP) in July 1997. Currently the site is occupied by Fire Station #1 which consists of a 3,200 sf single-story fire administrative building with a 3,200 sf basement and a 9,339 sf two-story fire house with apparatus bays, training room and staff quarters. The original fire house was built in 1964 and has been expanded and remodeled several times since its origin. In 1997, the Town Council approved a CUP and Final (Intermediate) Development Plan for the administrative office building. In 2004 the Town Council approved a CUP for the addition of a dormitory to the existing fire house.

### Timeline of events leading to this request:

- 2012: Vera Iconica Architecture & Hangar 41 were hired by the Fire Department to perform a needs assessment analysis of six fire stations within Teton County. Fire Station #1 (Pearl Ave) was recommended for additions/renovations.
- 2014: SPET (Special Purpose Excise Tax) election awarded \$2.3 million for design and professional services for Teton County Fire/EMS.
- 2017: May 2017 SPET awarded \$6.8 million to Teton County Fire/EMS, primarily to be used for Fire Station #1 remodel on Pearl Avenue. This led to the search for a temporary location for Fire/EMS to operate while Station #1 is under construction.
- 2017: June 2017, JIM (Joint Town and County meeting) approves Jackson Hole Fire/EMS to use existing 2014 SPET funds to turn the existing Pavilion building into a temporary fire station in addition to constructing a new stall barn for the Teton County Fair Grounds.
- 2017: September 2017, Jackson Hole Fire/EMS & Teton County Fair Division submit application for a temporary fire station and new stall barn.
- 2017: December 2017, Jackson Town Council approved two Conditional Use Permits for a temporary fire station and new stall barn at the Rodeo Grounds addressed at 305 W. Snow King Avenue.

### Project Description

The applicant, Jackson Hole Fire/EMS is proposing to remodel/expand the existing fire house located at 60 E Pearl Avenue and is requesting approval of the following items:

1. **Development Plan:** Jackson Hole Fire/EMS is proposing to remodel and expand the existing Fire Station #1 by approximately 6,400 sf above grade. Section 4.2.1.B.12 Required Physical Development Permits requires a Development Plan for physical development between 5,001 sf – 15,000 sf.
2. **CUP (Heavy Service Use):** Jackson Hole Fire/EMS is requesting a CUP (Heavy Service) for the expansion of Fire Station #1 which includes basement storage, a larger apparatus bay, new turn out room, new training room, expanded dormitory, new flex space and three ARUs.
3. **CUP (Wireless Communications Facility):** Jackson Hole Fire/EMS is requesting a CUP for a new wireless facility which will be attached to the side of the building and expand no higher than 5' above the proposed building.

The plan includes demolishing most of the building while maintaining the existing first floor footprint. This proposal does not include the single-story administration building or involve reconfiguring the parking lot. The following is a breakdown of the proposed development and use for the fire house building:

	Existing Size	Proposed Size	Proposed Use
Basement	0 sf	1,172 sf	Storage
First Floor	6,307 sf	7,750 sf	Apparatus room, turn out room, public training room & bathrooms.
Second Floor	3,032 sf	8,004 sf	Flex space, Accessory Residential Units (ARUs) & dormitory, kitchen, office, laundry, bathrooms, etc.
<b>TOTAL</b>	<b>9,339 sf</b>	<b>16,926 sf</b>	

Below is the Physical Development Standards for P/SP which reflect all existing and proposed development:

	Required	Proposed	Complies
FAR (Floor Area Ratio)	N/A	0.84 or 18,954 sf (includes existing admin building)	Yes
Lot Coverage	N/A	0.42 or 9,507 sf (includes existing admin building)	Yes
LSR (Landscape Surface Ratio)	N/A	0.27 or 6,170 sf	Yes
Fire House - Front Setback (north)	N/A	19'-9"	Yes
Fire House - Side Setbacks (east)	N/A	6"	Yes
Fire House - Side Setbacks (west)	N/A	+70'	Yes
Fire House - Rear Setback (south)	N/A	1'-6"	Yes
Building Height	N/A	45'-6"	Yes
Parking	Independent Calculation (see below)	18 on-site + 9 inside + 18 on-street = 45	Yes <sup>1</sup> (see below)
Employee Housing	N/A	7-room dormitory + 3 ARUs	Yes

<sup>1</sup> 18 spaces along the north and south side of Pearl Street are painted red, no parking, reserved for Fire/EMS. These are not used for daily employee parking, but rather for temporary use for emergency vehicles.

### CUP for Heavy Service Use

The majority of the operations and uses at Station #1 will remain at similar levels to what currently exists. The main areas of expansion are a new separate public training/meeting room, three additional dorm rooms, three additional ARUs and an expanded flex space serving the specific training/gathering/cooking needs of fire staff.

As a recap on Jackson Hole Fire/EMS operations, Fire/EMS operates 24 hours a day, 365 days a year. At all times, at least three (3) crew members will be on-site performing their required 48-hour shift. Shift changes occur in the morning at 7:00 AM. During the daytime, crew members will be accompanied by volunteers who are required to perform a 12-hour shift once a month. There are currently 24 volunteers, however not all will be present on a daily basis. On average, 7-8 total crew-members and volunteers will be present on a daily basis. Since this project is within the P/SP zoning district, all uses are exempt from employee/affordable housing requirements. However, knowing that the fire station has housing impacts, the applicant is proposing a seven-room dormitory with full kitchen, laundry and bathrooms along with three ARUs. Daily operations

include regular maintenance of vehicles/equipment, responding to emergency and non-emergency calls and attending training meetings at various locations including the Pavilion building. Weekly training meetings at Station #1 will be held inside on Wednesdays and start at 6:00 PM and last 2-3 hours. On average, 15-20 attendees will be at each training. Additional on-site activities include station tours for kids twice a month public training space available upon scheduling. Staff would like to point out that a CUP is typically required for dormitories (sleeping quarters), however since sleeping quarters are essential to fire station operations and are restricted to use of fire staff, Staff finds the dorm to be incidental to the overall use of the site thus the applicant does not need a CUP. The review of the dorm has been incorporated into the CUP for Heavy Service use.

The site layout with this request will not change significantly and it currently has two existing vehicular entrances that will remain; one on Pearl Avenue which accesses the apparatus bay, and one on the alley which also accesses the apparatus bay and the on-site parking lot. In regards to parking, Fire/EMS is providing the following: 18 on-site spaces, 9 emergency related spaces within the apparatus bay and 18 street (red curb) parking spaces (two of which are identified for permit pick-up/drop-off). Total spaces provided is 45. Please see the parking section below as the applicant has provided an independent calculation explaining how the proposed use falls within the 45 spaces provided.

### CUP for Wireless Communications Facility

Station #1 currently has a 20' tall whip antenna attached to the side of the northwest tower that measures approximately 60' above grade. The whip antenna is classified as a wireless communications facility by federal regulations and serves as a radio communications base station for Fire/EMS. As part of the Station #1 remodel/expansion, the whip antenna will be temporarily relocated to the fairgrounds to service the temporary fire station. Upon completing Station #1, the whip antenna will be relocated to Station #1 and side-mounted to the new northern stair tower. Fire/EMS will first mount a supporting structure on the stair tower, which will be a metal bracket extending 5' above the roof. This portion of the building is 40' tall, thus this initial installation of the whip antenna will project no higher than 45' above grade. All antenna-associated equipment will be located on the roof deck above the northern stair tower and will not be visible from street view. The whip antenna will be set back 60' from the north property line, 73' from the east property line, 77' from the west property line and 90' from the south property line. The whip antenna itself is fiber glass and its slender design is naturally stealth, minimizing visual impacts.

Staff would like to point out that upon CUP approval for the 5' rooftop wireless facility, the applicant will come back later to apply for a Basic Use Permit (BUP) to extend the facility 20' taller, for an ultimate height of 25' above the building. Federal law mandates that existing wireless facilities not in the right-of-way may be extended by-right 20 feet or 20 percent more than the current height (whichever is greater). The Town of Jackson administers this federally-dictated extension – which in this case would be the 20 feet of added height - through a BUP. Please see the staff analysis below for the discussion and reasoning behind having two separate requests regarding the antenna.

### Staff Review

Staff has reviewed the proposed development and uses for the subject property and have found all to be in compliance with the LDRs and consistent with the 2012 Comprehensive Plan. There are several moving parts that have led the Town, County and Fire/EMS to this proposal starting back in 2012 when the needs assessment analysis determined Fire Station #1 was in need of upgrades/renovations. The Town Council has already approved the temporary fire station at the Fairgrounds in December 2017 and this application was to be expected as part of the larger plan. This site is a Public/Semi-Public zoned property and should be continually used in a manner that serves the community. With that, staff finds that a fire station with communications whip antenna to be compatible with the existing uses on the site and will continue to provide

needed fire and emergency services to the community. Staff also finds that Fire/EMS has adequately addressed all of staff’s concerns regarding operations and possible impacts

**Historic Preservation**

Staff has added a condition of approval requiring the applicant to work with the Historic Preservation Board in advance of obtaining a demolition permit for the fire house.

**Parking**

Parking is not changing from what currently exists today at 45 spaces: 18 in the parking lot, 9 inside the apparatus bay & 18 on-street (red curb). As stated above, development is increasing by approximately 6,400 sf and in traditional cases of commercial development, parking is added up by individual use. The applicant did not calculate parking in the traditional sense being that the fire station is unique and functions differently than typical commercial businesses. The applicant has provided an independent calculation based on their staffing needs and peak demand. As stated in their submittal, 7:30 AM – 5:30 PM is the peak demand at 15 spaces. 5:30 PM – 7:30 AM reduces in need to 11 spaces. Although the dorm is increasing from four rooms to seven and three new ARUs are being added, this will likely affect the overnight demand which is already low to begin with. Staff is not aware of any difficulties with the current parking supply or how it is managed and finds that the proposed expansion will not overburden the current state. Staff finds that 45 spaces is sufficient for Station #1 as it exceeds their current and proposed needs

**Vehicular Access / Emergency Exit Plan**

Primary vehicular access for emergency vehicles will continue on Pearl Avenue since the apparatus bay faces Pearl. However, some vehicles parked in the apparatus bay will exit through the rear (alley) as needed. Employees will continue to park in the on-site parking lot. An Emergency Exit Plan was not provided with this application, however the proposed remodel/expansion will not affect the routes that Fire/EMS currently take which depend upon the location of the call.

**Affordable / Employee Housing**

Fire/EMS - Section 6.3.1.C.10 Exemptions of the LDRs states that Heavy Service and Wireless Communications Facility uses in the P/SP zone are exempt from the standards of Division 6.3 Employee Housing. Although no housing mitigation is required, Jackson Hole Fire/EMS is proposing to build a seven-room dormitory and three ARUs to accommodate their needs. Staff finds that the proposed housing is sufficient for the proposed use

	Existing Development	Proposed Development
Housing Requirement	<u>Heavy Service Use</u> 9,339 sf @ 16 sf/1,000 sf = 149.4 sf <u>Office Use</u> 6,400 sf @ 14 sf/1,000 sf = 89.6 sf <b>TOTAL = 239 sf</b>	<u>Heavy Service Use</u> 7,587 sf (including basement) @ 16 sf/1,000 sf = <b>121.4 sf</b>
Mitigation Provided	<ul style="list-style-type: none"> <li>• 533 sf of dormitory (4 rooms)</li> </ul>	<ul style="list-style-type: none"> <li>• Approx. 1,600 sf of new dormitory (7 rooms)</li> <li>• 1,404 sf of new ARUs (3 units)</li> </ul>

**Landscaping**

The LDRs have no landscaping requirements for uses within the P/SP zoning district and at this time the applicants have not proposed landscaping. The landscaping along Pearl and along the western property line will remain. Based on the proposed site plan, small portions of existing landscaping located to the east of the parking area will be removed and replaced with building and sidewalks.

### **Signage**

Parking lot signage is proposed for the following: (1) handicap parking sign, (3) resident parking signs, and 1-2 signs designating parking for Fire/EMS. Fire/EMS will also be proposing new signage identifying Station #1 on the northern and western facades of the new building. However, these signs must be approved separately through a sign permit and not with this application.

### **Snow Storage / Trash / Bicycle Parking**

Since the site plan is not changing significantly with this request and snow will continue to be stored along the western portion of the lot between the property line and the parking lot. In addition, the existing trash enclosure will be relocated to the southwestern corner of the lot. Finally, bicycle racks are being proposed both behind the existing administrative building and in front adjacent to Pearl Avenue. The applicant has exceeded the minimum requirement for 1 bicycle parking space per 10 parking spaces. Staff finds that snow storage, trash and bicycle parking are sufficiently addressed and consistent with the LDRs.

### **Noise / Visual**

Staff finds that from a noise and visual standpoint, there will not be any significant impacts beyond what typically occurs at Station #1. Parking will be screened as large emergency vehicles will remain housed within the fire house building and guest/staff parking remains in the rear. The main impacts will continue to be sirens and lights. Both sirens and lights are necessary for Fire/EMS to safely and efficiently navigate from point A to point B. These have occurred at this site since the 1960s and will continue at a rate based upon the calls received. It is not anticipated that this remodel/expansion will increase those impacts. In conclusion, staff finds that the applicant's request meets the standards of the LDRs and Comprehensive Plan.

### **Design Review Committee (DRC)**

This item was first reviewed by the DRC on October 12, 2016 because of the non-residential nature of the project. The DRC generally favored the design, bulk, scale and materials. The DRC had the following recommendations/comments:

1. The 40' element with sandstone seemed a little out of place and a question of maximum allowed height was brought up. That element was specifically there to be used as a hose drying system.
  - This element remained as it was a necessary component of the fire station.
2. The exterior colors of the new structure are stronger than the admin building. It was recommended that the admin building be painted to a darker color to match the new one.
  - The applicant addressed this by changing the exterior material on the second story (facing Pearl) from grey fiber cement panels to a darker horizontal wood siding.
3. The DRC agreed that the sandstone should be removed.
  - The applicant addressed this by removing the sandstone and replacing it with grey cement panels.
4. The cement panels could be replaced with resin-core panels instead.
  - The applicant took this as a recommendation for consideration and not a requirement. No changes have been made at this time.

This item was later reviewed by the DRC on January 10, 2018 after the applicant had addressed the above mentioned recommendations/comments. The DRC unanimously recommended approval to Town Council.

### **Planning Commission**

This item was reviewed by the Planning Commission on February 7, 2018 and the Commission unanimously recommended approval to Town Council as presented. The Planning Commission has some informal building code discussions with the applicant regarding elevators and windows. Also, additional discussion took place between the Commission and staff regarding the whip antenna. However no concerns or additional conditions were added to the project.

### **Wireless Communications Facility (Whip Antenna)**

In 2017, the Town Council amended the Land Development Regulations (LDRs) in response to changes in federal law that limited and defined the authority of local governments to regulate the permitting of wireless communications facilities. The LDRs now have two types of permits for wireless communication facilities: 1) a Conditional Use Permit for any *new* facility; and 2) a Basic Use Permit for a facility that is an expansion of an *existing approved facility*, provided that the expansion is not a “substantial change” over current conditions. The distinction between these two types of applications involves the application of a variety of legal nuances embedded in the new federal law – such as what constitutes a “substantial change” or a “tower” – and can be difficult to determine. However, in this case, all parties agree that this application requires a CUP since the facility was never approved by the Town and therefore is a “new” wireless communications facility under the Town regulations.

Fire/EMS originally proposed attaching the whip antenna to the side of the new hose-drying tower. A total height of 25’ is required for Fire/EMS’s communication and radio needs and Fire/EMS’s original application sought this height under this current CUP. Staff met with the applicant and clarified that the whip antenna is a “new” facility under the Town LDRs (having never been approved by the Town), meaning this CUP application is limited a maximum of 5 feet. Given that Fire/EMS needs 25’ (not 5’) for its communications needs, staff bifurcated the application process into the CUP and the BUP: first, the applicant is applying for a CUP for a new rooftop facility at 5’ and, second, the applicant will subsequently apply for a BUP to extend the antenna by 20’ to achieve the total 25’ of height needed. This is appropriate because the new LDRs allow a carrier (whether private or public) to extend an existing facility by 20’ with a BUP. In order to address the communication needs of Fire/EMS, it was the best way to get the needed height without evading our own process. The slight challenge as mentioned above is the need for multiple applications versus one seamless process.

The primary development standards that apply to CUP wireless communications facility are found in Sec. 6.1.10.D of the LDRs. Below staff has provided analysis of the primary standards.

#### **Determination of Need (Sec. 6.1.10.D.3.f.ii.a))**

The applicant is required to demonstrate that no existing facility or tower can accommodate the proposed use without causing impacts greater than the impacts caused by the proposed facility.

Complies: The applicant has provided a detailed explanation of the need for the proposed wireless facility. In summary, the applicant states that the whip antenna is needed for Fire/EMS dispatch. The antenna acts as a base station radio and has paging capabilities allowing it to serve as a back-up in the case that the main dispatch goes down. No other facility or tower has been identified that is capable of accommodating the whip antenna.

#### **Stealth Requirement (Sec. 6.1.10.D.3.f.i)**

All wireless facilities are required to be stealth. This is defined as a facility that is integrated into an existing structure so as not to be visible or that it is designed so “that the purpose and nature of the Wireless facility is not readily apparent to the reasonable observer.” The one exception is that a non-stealth facility is allowed if it can be demonstrated “that a non-Stealth Facility will have concealment elements that more effectively minimize visual impacts than a Stealth Facility (which showing may be made for the Wireless Facility as a whole, or particular elements of the facility . . . .”

Complies. The proposed facility meets the standards for a stealth facility. The antenna itself, which currently is mounted to the existing firehouse, is 2.5 inches wide at the base and 1 inch wide at the top and need not be any larger. Adding additional stealth features to the antenna itself or creating a faux architectural structure to cover the antenna would 1) create a larger visual impact, 2) draw more attention to the facility, and 3) make the presence, purpose and nature of the facility more obvious to a reasonable observer. Therefore, leaving the 2.5 inch to 1 inch width antenna exposed, in this specific circumstance, minimized visual impacts and complies with the LDRs.

**Design Review Committee (Sec. 6.1.10.D.3.d.ii)**

All Wireless Communications Facility – Major uses shall be subject to review by the Design Review Committee (DRC) prior to submission of the Planning Commission. The DRC shall review such facilities for consistency with the stealth requirements in 6.1.10.D.3.f.

Complies. As stated above, this application went before the DRC on October 12, 2016 and January 10, 2018. At the first DRC meeting the DRC recommended approval to Town Council with conditions, but the conditions were not related to the whip antenna which at that time was located on the hose drying tower and extended 20’ above the building (approximately 60’ above grade). At the second DRC meeting the DRC recommended approval to Town Council with no conditions. The DRC had no comments or concerns related to the new location and height of the whip antenna.

**Height (Sec. 6.1.10.D.3.f.ii.c)2))**

The maximum height of a stand-alone tower for a Wireless Communications Facility is 30 feet, or 5’ above the existing roof line for a roof-mounted facility

Complies. Because this is a roof-mounted facility that is shown as no more than 5’ above the roof line of the north stair tower, the proposed facility meets the 5’ height limit.

**Collocation (Sec. 6.1.10.D.3.f.ii.l)3)**

New towers shall be constructed to allow collocation of as many antenna arrays as feasible without causing interference, complying with height limits, and not defeating stealth elements.

Complies: Because the whip antenna is being re-used, it will not allow collocation based on its structural build, materials and slender design. Staff finds that requiring the antenna to be built for collation directly violates the intent of a stealth design in this case.

**Noise (Sec. 6.1.10.D.3.f.ii.k)**

All noise coming from a Wireless facility must comply with the standards in Sec. 6.4.3 Noise, that provides limits on allowed decibels (DBA) in different zones. The P/SP zone has a maximum noise level of 65 DBA as measured from the property line. Emergency generators are exempt from this standard.

Complies. The applicant’s submittal states that there is no noise expected from the proposed electrical equipment.

**All other standards in Sec. 6.1.10.D**

There are a number of additional standards in Sec. 6.1.10.D that address requirements for application submittal, landscaping, setbacks, signage, lighting, access, visibility, and security. These standards are either met as part of this application (e.g., application submittal, access, security), will be met in the future at the building permit stage (e.g., signage, lighting), or do not apply to this particular application (landscaping, setbacks, visibility). The proposed application, therefore, complies with each of these standards, as applicable to this project.

## **Staff Findings**

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

1. ***Compatibility with Future Character.*** *The proposed Conditional Use shall be compatible with the desired future character of the area.*

The proposed development is located within District 2 Town Commercial Core - Subarea 2.3 Downtown of the 2012 Comprehensive Plan which states:

*Subarea 2.3 Downtown: This large, mixed-use, TRANSITIONAL Subarea currently consists of a variety of retail, restaurant, office and other commercial activities, along with long-term residences and lodging in a variety of building sizes and forms. Downtown is the center of civic, cultural, economic and social activity for our community as well as the center of the visitor experience, as a significant amount of lodging is located here. The existing character and built form is varied and inconsistent.*

*The goal of this subarea is to create a vibrant mixed use area by accommodating a variety of uses and amenities. The Subarea will be the starting point for the development of a refined Lodging Overlay boundary and future discussion of the type and size of lodging desired. A key challenge will be to provide a balance between lodging and long-term residential housing. Future structures will be predominantly mixed use, while multifamily structures will be allowed if it properly addresses the street. Commercial uses that create an active and engaging pedestrian experience will be predominantly located on the first and second floors of buildings. Example of these units include restaurants, bars, a variety of retail shops and commercial amusement. Furthermore, as portions of the subarea will be located within a future Downtown Retail Shopping District, uses such as office, residential and lodging will be predominantly located on upper floors.*

*A goal of the subarea will be to create a consistent building size and form. In the future, a variety of two to three story buildings are desired. Buildings should be located to create an attractive street wall and take advantage of good urban design principles including massing, articulation and the provision of public space. The pedestrian realm will be of great importance in this mixed use subarea, and emphasis should be placed on adding improvements focusing on the pedestrian experience. Parking should continue to be provided predominantly in public lots and on the street to create a vibrant, walkable area that is orientated to the pedestrian. On-site parking should be predominantly underground or screened from view. Future redevelopment should enhance the Flat Creek corridor for recreational and ecological purposes. Buildings should front onto the creek to provide opportunities for interaction and enjoyment of this community resource*

**Complies.** Staff finds the proposed project meets the intent and vision for this subarea. Subarea 2.3 is a transitional area and is the center of civic, cultural, economic and social activity and the proposed use falls within civic use. Buildings in this subarea should be predominantly mixed-use and consistent in size and form to those surrounding it. Staff finds that the proposed use size and scale are consistent with the surrounding buildings. In addition, parking is screened to the rear of the building and

pedestrian sidewalks are currently installed which are two goals for development in subarea 2.3. Finally, Fire Station #1 is an existing building and use, thus staff finds that it continues to meet the intent and goals for this subarea.

In addition, staff has analyzed this application for consistency with the Policy Objectives for District 2 Town Commercial Core as follows:

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

Complies. Not Applicable.

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

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

Complies. Although not required, the applicant is expanding its dormitory and adding three ARUs to serve its needs. Staff finds that this project meets the intent of Policy 4.1.b.

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

Complies. Not applicable.

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

Complies. Staff finds that the proposed project provides a mixture of uses to serve the Fire Department while providing some public meeting space. This area already has sidewalks installed and provides adequate pedestrian access and walkability. The design will also enhance the visual appearance of the site which helps create and support vibrancy along Pearl Avenue.

*Policy 4.2.d: Create a Downtown Retail Shopping District*

Complies. Not applicable.

*Policy 4.2.f: Maintain lodging as a key component in the downtown*

Complies. Not Applicable.

*Policy 4.4.b: Enhance Jackson Gateways*

Complies. Not Applicable.

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

Complies. Not Applicable.

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

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

Complies. Although not required by the LDRs, the applicant is providing seven (7) dormitory rooms and three (3) ARUs to meet their employee housing needs. Staff finds this to meet the intent of the above policy.

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

Complies. Not Applicable.

*Policy 6.2.c: Encourage local entrepreneurial opportunities*

Complies. Not Applicable.

*Policy 6.3.a: Ensure year-round economic viability*

Complies. Not Applicable.

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

Complies. East Pearl Avenue currently includes pedestrian improvements, thus staff finds that increasing the capacity for alternative transportation modes is not applicable to this project. However, Staff finds that the applicant should consider incorporating additional bike racks into the plan beyond the one bicycle parking space requirement to encourage an alternative to vehicle usage.

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

Complies. Not Applicable.

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

**Complies.** Staff finds that the proposal will have no significant adverse impact on public facilities but will rather improve public facilities.

4. ***Design Guidelines.*** *The proposed project complies with the Town of Jackson Design Guidelines, if applicable.*

Complies. This project went before the DRC on January 10, 2018, and they unanimously recommended approval to Town Council.

5. ***Other Relevant Standards/LDRs.*** *The proposed project complies with all relevant standards of these LDRs and other Town Ordinances*

**Complies.** Staff finds that the proposed project complies with the standards of these LDRs. In addition the project is in compliance with all other Town Ordinances.

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

Complies. Not Applicable.

**Item B: Conditional Use Permit (Heavy Service Use).** Pursuant to Section 8.4.2.C of the Land Development Regulations, the following findings shall be made for the approval of a Conditional Use Permit.

1. ***Compatibility with Future Character.*** *The proposed Conditional Use shall be compatible with the desired future character of the area.*

The proposed development is located within District 2 Town Commercial Core - Subarea 2.3 Downtown of the 2012 Comprehensive Plan which states:

*Subarea 2.3 Downtown: This large, mixed-use, TRANSITIONAL Subarea currently consists of a variety of retail, restaurant, office and other commercial activities, along with long-term residences and lodging in a variety of building sizes and forms. Downtown is the center of civic, cultural, economic and social activity for our community as well as the center of the visitor experience, as a significant amount of lodging is located here. The existing character and built form is varied and inconsistent.*

*The goal of this subarea is to create a vibrant mixed use area by accommodating a variety of uses and amenities. The Subarea will be the starting point for the development of a refined Lodging Overlay boundary and future discussion of the type and size of lodging desired. A key challenge will be to provide a balance between lodging and long-term residential housing. Future structures will be predominantly mixed use, while multifamily structures will be allowed if it properly addresses the street. Commercial uses that create an active and engaging pedestrian experience will be predominantly located on the first and second floors of buildings. Example of these units include restaurants, bars, a variety of retail shops and commercial amusement. Furthermore, as portions of the subarea will be located within a future Downtown Retail Shopping District, uses such as office, residential and lodging will be predominantly located on upper floors.*

*A goal of the subarea will be to create a consistent building size and form. In the future, a variety of two to three story buildings are desired. Buildings should be located to create an attractive street wall and take advantage of good urban design principles including massing, articulation and the provision of public space. The pedestrian realm will be of great importance in this mixed use subarea, and emphasis should be placed on adding improvements focusing on the pedestrian experience. Parking should continue to be provided predominantly in public lots and on the street to create a vibrant, walkable area that is orientated to the pedestrian. On-site parking should be predominantly underground or screened from view. Future redevelopment should enhance the Flat Creek corridor for recreational and ecological purposes. Buildings should front onto the creek to provide opportunities for interaction and enjoyment of this community resource*

**Complies.** Staff finds the proposed project meets the intent and vision for this subarea. Subarea 2.3 is a transitional area and is the center of civic, cultural, economic and social activity and the proposed use falls within civic use. Buildings in this subarea should be predominantly mixed-use and consistent in size and form to those surrounding it. Staff finds that the proposed use size and scale are consistent with the surrounding buildings. In addition, Parking is screened to the rear of the building and pedestrian sidewalks are currently installed which are two goals for development in subarea 2.3. Finally, Fire Station #1 is an existing building and use, thus staff finds that it continues to meet the intent and goals for this subarea.

In addition, staff has analyzed this application for consistency with the Policy Objectives for District 2 Town Commercial Core as follows:

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

Complies. Not Applicable.

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

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

Complies. Although not required, the applicant is expanding its dormitory and adding three ARUs to serve its needs. Staff finds that this project meet the intent of Policy 4.1.b.

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

Complies. Not applicable.

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

Complies. Staff finds that the proposed project provides a mixture of uses to serve the Fire Department while providing some public meeting space. This area already has sidewalks installed and provides adequate pedestrian access and walkability. The design will also enhance the visual appearance of the site which helps create and support vibrancy along Pearl Avenue.

*Policy 4.2.d: Create a Downtown Retail Shopping District*

Complies. Not applicable.

*Policy 4.2.f: Maintain lodging as a key component in the downtown*

Complies. Not Applicable.

*Policy 4.4.b: Enhance Jackson Gateways*

Complies. Not Applicable.

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

Complies. Not Applicable.

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

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

Complies. Although not required by the LDRs, the applicant is providing seven (7) dormitory rooms and three (3) ARUs to meet their employee housing needs. Staff finds this to meet the intent of the above policy.

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

Complies. Not Applicable.

*Policy 6.2.c: Encourage local entrepreneurial opportunities*

Complies. Not Applicable.

*Policy 6.3.a: Ensure year-round economic viability*

Complies. Not Applicable.

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

Complies. East Pearl currently includes pedestrian improvements, thus staff finds that increasing the capacity for alternative transportation modes is not applicable to this project. However, Staff finds that the applicant should consider incorporating additional bike racks into the plan beyond the one bicycle parking space requirement to encourage an alternative to single vehicle usage.

- 2. Use Standards. The proposed Conditional Use shall comply with the use specific standards of Division 6.1.*

Complies. Staff finds that the proposal is compliant with the standards of Division 6.1. The proposed Heavy Service use is an allowed use within the Public/Semi-Public – (P/SP) zoning district with the approval of a Conditional Use Permit.

- 3. Visual Impacts. The design, development, and operation of the proposed Conditional Use shall minimize the visual impact of the proposed use on adjacent lands.*

Complies. Staff finds that the proposed operation will minimize the visual impact on adjacent lands. The use of this site has existed for several years and the visual impacts will slightly increase with a taller building. Specifically, this is a fire station requiring large emergency response vehicles to exit/enter the site with lights and sirens. The intensity of the use will be relative to the level of emergent/non-emergent calls and is difficult to predict. Staff also finds that the design is consistent in scale and bulk to the surrounding developments and no known visual impacts can be identified at this time.

- 4. Minimizes adverse environmental impact. The development and operation of the proposed Conditional Use shall minimize adverse environmental impacts.*

Complies. Staff finds that the proposed use will not have an adverse environmental impact. The site is also not located within the NRO and SRO, and all proposed use and operations will be conducted within previously disturbed areas.

- 5. Minimizes adverse impacts from nuisances. The development and operation of the proposed Conditional Use shall minimize adverse impacts from nuisances.*

Complies. Other than the typical noise and visual impacts associated with the existing fire station, staff finds that the proposed use will not increase or create any new adverse impacts from nuisances.

- 6. Impact on Public Facilities. The proposed Conditional Use shall not have a significant adverse impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, and EMT facilities.*

Complies. Staff finds that the proposal will have no significant adverse impact on public facilities but will rather improve public facilities.

- 7. Other Relevant Standards/LDRs. The development and operation of the proposed Conditional Use shall comply with all standards imposed on it by all other applicable provisions of the LDRs and all other Town Ordinances.*

Complies. Staff finds that the proposed project complies with the standards of these LDRs. In addition the project is in compliance with all other Town Ordinances.

8. **Previous Approvals.** *The proposed Conditional Use shall be in substantial conformance with all standards or conditions of any prior applicable permits or approvals*

Complies. Not Applicable.

**Item C: Conditional Use Permit (Whip Antenna).** Pursuant to Section 8.4.2.C of the Land Development Regulations, the following findings shall be made for the approval of a Conditional Use Permit.

1. **Compatibility with Future Character.** *The proposed Conditional Use shall be compatible with the desired future character of the area.*

The proposed development is located within District 2 Town Commercial Core - Subarea 2.3 Downtown of the 2012 Comprehensive Plan which states:

*Subarea 2.3 Downtown: This large, mixed-use, TRANSITIONAL Subarea currently consists of a variety of retail, restaurant, office and other commercial activities, along with long-term residences and lodging in a variety of building sizes and forms. Downtown is the center of civic, cultural, economic and social activity for our community as well as the center of the visitor experience, as a significant amount of lodging is located here. The existing character and built form is varied and inconsistent.*

*The goal of this subarea is to create a vibrant mixed use area by accommodating a variety of uses and amenities. The Subarea will be the starting point for the development of a refined Lodging Overlay boundary and future discussion of the type and size of lodging desired. A key challenge will be to provide a balance between lodging and long-term residential housing. Future structures will be predominantly mixed use, while multifamily structures will be allowed if it properly addresses the street. Commercial uses that create an active and engaging pedestrian experience will be predominantly located on the first and second floors of buildings. Example of these units include restaurants, bars, a variety of retail shops and commercial amusement. Furthermore, as portions of the subarea will be located within a future Downtown Retail Shopping District, uses such as office, residential and lodging will be predominantly located on upper floors.*

*A goal of the subarea will be to create a consistent building size and form. In the future, a variety of two to three story buildings are desired. Buildings should be located to create an attractive street wall and take advantage of good urban design principles including massing, articulation and the provision of public space. The pedestrian realm will be of great importance in this mixed use subarea, and emphasis should be placed on adding improvements focusing on the pedestrian experience. Parking should continue to be provided predominantly in public lots and on the street to create a vibrant, walkable area that is orientated to the pedestrian. On-site parking should be predominantly underground or screened from view. Future redevelopment should enhance the Flat Creek corridor for recreational and ecological purposes. Buildings should front onto the creek to provide opportunities for interaction and enjoyment of this community resource*

Staff finds the proposed project meets the intent and vision for this subarea. Subarea 2.3 is a transitional area and is desired to accommodate civic type uses. The proposal includes relocating and reusing the existing whip antenna which is a vital component of operations and communications for the fire station. Staff finds the proposed use and development to be consistent with the above mentioned vision for Subarea 2.3.

In addition, staff has analyzed this application for consistency with the Policy Objectives for District 2 Town Commercial Core as follows:

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

Complies. Not Applicable.

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

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

Complies. Not Applicable.

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

Complies. By helping to keep Fire Station #1 and needed fire protection services in Town, the project helps to maintain Jackson as the economic center of the region.

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

Complies. Not Applicable.

*Policy 4.2.d: Create a Downtown Retail Shopping District*

Complies. Not Applicable.

*Policy 4.2.f: Maintain lodging as a key component in the downtown*

Complies. Not Applicable.

*Policy 4.4.b: Enhance Jackson Gateways*

Complies. Not Applicable.

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

Complies. Not Applicable.

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

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

Complies. Not Applicable.

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

Complies. Not Applicable.

*Policy 6.2.c: Encourage local entrepreneurial opportunities*

Complies. Not Applicable.

*Policy 6.3.a: Ensure year-round economic viability*

Complies. Not Applicable.

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

Complies. Not Applicable.

2. ***Use Standards.*** *The proposed Conditional Use shall comply with the use specific standards of Division 6.1.*

Complies. Staff finds that the proposal is compliant with the standards of Division 6.1. The proposed Wireless Communications Facility use is an allowed use within the Public/Semi-Public – (P/SP) zoning district with the approval of a Conditional Use Permit.

3. ***Visual Impacts.*** *The design, development, and operation of the proposed Conditional Use shall minimize the visual impact of the proposed use on adjacent lands.*

Complies. Staff finds that the proposed whip antenna minimizes visual impacts based on the location, slender design and height extension above the building. In fact, the proposed location of the whip antenna will be relocated more central to the site which is also helpful from a visual standpoint. Furthermore, this project went before the DRC on January 10, 2018 and they unanimously recommended approval to Town Council.

4. ***Minimizes adverse environmental impact.*** *The development and operation of the proposed Conditional Use shall minimize adverse environmental impacts.*

Complies. Staff finds that the proposed wireless facility will not have any significant adverse impacts to wildlife habitat, water or air quality, or any other environmental resources

5. ***Minimizes adverse impacts from nuisances.*** *The development and operation of the proposed Conditional Use shall minimize adverse impacts from nuisances.*

Complies. Staff finds that since the site already operates with the whip antenna, the proposed relocation of the whip antenna will have no additional impacts from nuisances such as noise, light, vibration, dust, etc.

6. ***Impact on Public Facilities.*** *The proposed Conditional Use shall not have a significant adverse impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, and EMT facilities.*

**Complies.** Staff finds that the proposal will have no significant adverse impact on public facilities but will rather improve public facilities.

7. ***Other Relevant Standards/LDRs.*** *The development and operation of the proposed Conditional Use shall comply with all standards imposed on it by all other applicable provisions of the LDRs and all other Town Ordinances.*

Complies. Staff finds that the proposed use, as conditioned, complies with other provisions of the LDRs and with all other Town Ordinances.

8. ***Previous Approvals.*** *The proposed Conditional Use shall be in substantial conformance with all standards or conditions of any prior applicable permits or approvals*

Complies. Not Applicable.

## ATTACHMENTS

Applicant Submittal  
Department Reviews  
Public Comment

## PUBLIC COMMENT

Staff has received public comment via phone call from the property owner to the south at 45 E. Simpson Avenue. The property owner is concerned about future construction times for this project and is requesting that the applicant not be allowed to work before 7:00 AM. The owner stated that a previous construction project on the roof of the fire station had construction workers starting at 6:00 AM which was a disturbance to this particular owner. Staff explained that the Town currently has no restrictions on day or time for construction, unless otherwise conditioned by the Town Council or Town staff.

## LEGAL REVIEW

Complete.

## RECOMMENDATIONS / CONDITIONS OF APPROVAL

**Item A:** The Planning Director recommends **approval** of a Development Plan (P17-166) for the Fire Station #1 remodel/expansion for the property located at 60 W. Pearl Avenue, subject to the departmental reviews attached hereto.

**Item B:** The Planning Director recommends **approval** of a Conditional Use Permit (P17-167) for the expansion of Fire Station #1, Heavy Service Use, for the property located at 60 W. Pearl Avenue, subject to the departmental reviews attached hereto and the following condition:

1. The applicant to work with the Historic Preservation Board in advance of obtaining a demolition permit for the fire house.

**Item C:** The Planning Director recommends **approval** of a Conditional Use Permit (P17-168) for a new wireless communications facility (whip antenna) for the property located at 60 W. Pearl Avenue, subject to the departmental reviews attached hereto and subject to the finding that the non-stealthing of the slim-line, 2.5 to 1 inch width, 25 foot whip antenna 1) minimizes visual impact, 2) makes the presence, purpose and nature of the facility not obvious to a reasonable observer, and 3) is itself a concealment element as that term is defined in the Town of Jackson LDRs.

## SUGGESTED MOTIONS

**Item A:** Based upon the findings for a Development Plan as presented in the staff report and by the applicant related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Complies with the Town's Design Guidelines; 5) Compliance with LDRs & Town Ordinances; 6) Conformance with past permits & approvals for Item P17-166, I move to recommend **approval** to the Town Council of a Development Plan for the expansion/remodel of Fire Station #1 located at 60 W. Pearl Avenue, subject to the department reviews attached hereto.

**Item B:** Based upon the findings for a Conditional Use Permit as presented in the staff report and by the applicant related to 1) Compatibility with Future Character; 2) Use Standards; 3) Visual Impacts; 4) Minimizes adverse environmental impact; 5) Minimizes adverse impacts from nuisances; 6) Impact on Public

Facilities; 7) Other Relevant Standards/LDRs; and 8) Previous Approvals for Item P17-167, I move to recommend **approval** to the Town Council of a Conditional Use Permit for a Heavy Service use, located at 60 W. Pearl Avenue, subject to the department reviews attached hereto and the following condition:

1. The applicant to work with the Historic Preservation Board in advance of obtaining a demolition permit for the fire house.

**Item C:** Based upon the findings for a Conditional Use Permit as presented in the staff report and by the applicant related to 1) Compatibility with Future Character; 2) Use Standards; 3) Visual Impacts; 4) Minimizes adverse environmental impact; 5) Minimizes adverse impacts from nuisances; 6) Impact on Public Facilities; 7) Other Relevant Standards/LDRs; and 8) Previous Approvals for Item P17-168, I move to recommend **approval** to the Town Council of a Conditional Use Permit for a new rooftop wireless communications facility (Whip Antenna) located at 60 W. Pearl Avenue, subject to the department reviews attached hereto and subject to the findings that the non-stealthed of the slim-line, 2.5 to 1 inch wide whip antenna that will extend 5' above the stair tower 1) minimizes visual impact, 2) makes the presence, purpose and nature of the facility not obvious to a reasonable observer, and 3) is itself a concealment element as that term is defined in the Town of Jackson LDRs.



**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: Jackson Hole Fire / EMS Station 1 Remodel & Addition  
 Physical Address: 60 East Pearl Avenue, Jackson, Teton County, Wyoming  
 Lot, Subdivision: Lots 4-5-6, Block 6 of Cache Creek Addition PIDN: 22-41-16-34-2-06-008

**OWNER.**

Name: Teton County, Board of County Commissioners Phone: 307-733-4732  
 Mailing Address: PO Box 901, 40 East Pearl, Jackson, WY ZIP: 83001  
 E-mail: Matt Redwine, Battalion Chief: mredwine@tetonwyo.org

**APPLICANT/AGENT.**

Name: Kurt Dubbe, Dubbe Moulder Architects Phone: 307-733-9551  
 Mailing Address: PO Box 9227, Jackson, WY ZIP: \_\_\_\_\_  
 E-mail: kurt@dubbe-moulder.com / Mackenzie King: mking@dubbe-moulder.com

**DESIGNATED PRIMARY CONTACT.**

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

**TYPE OF APPLICATION.** *Please check all that apply; see Fee Schedule for applicable fees.*

<b>Use Permit</b>	<b>Physical Development</b>	<b>Interpretations</b>
_____ Basic Use	_____ Sketch Plan	_____ Formal Interpretation
<input checked="" type="checkbox"/> (2) Conditional Use	<input checked="" type="checkbox"/> Development Plan	_____ Zoning Compliance Verification
_____ Special Use		
<b>Relief from the LDRs</b>	<b>Development Option/Subdivision</b>	<b>Amendments to the LDRs</b>
_____ Administrative Adjustment	_____ Development Option Plan	_____ LDR Text Amendment
_____ Variance	_____ Subdivision Plat	_____ Zoning Map Amendment
_____ Beneficial Use Determination	_____ Boundary Adjustment (replat)	_____ Planned Unit Development
_____ Appeal of an Admin. Decision	_____ Boundary Adjustment (no plat)	

**PRE-SUBMITTAL STEPS.** *Pre-submittal steps, such as a pre-application conference, environmental analysis, or neighborhood meeting, are required before application submittal for some application types. See Section 8.1.5, Summary of Procedures, for requirements applicable to your application package. If a pre-submittal step is required, please provide the information below. If you need assistance locating the project number or other information related to a pre-submittal step, contact the Planning Department. If this application is amending a previous approval, indicate the original permit number.*

Pre-application Conference #: P17-017 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?*

- n/a **Application Fee.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.
- X **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.
- X **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  
**Mackenzie King**  
\_\_\_\_\_  
Name Printed

09-28-17  
\_\_\_\_\_  
Date  
**Project Manager**  
\_\_\_\_\_  
Title





**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>Base Site Area</b>	<b>Adjusted Site Area</b>
<b>Gross Site Area</b>	none for all	none for all
Land within road easements and rights-of-way		
Land within existing vehicular access easements		
Land between levees or banks of rivers and streams		
Lakes or ponds > 1 acre		
Land previously committed as open space in accordance with these or prior LDRs		
50% of lands with slopes greater than 25%		
<b>Calculated Totals</b>	n/a*	n/a*

<b>Development Calculations. Please complete for each structure or use.</b>				
	<b>LDR Standard</b>	<b>Existing</b>	<b>Proposed</b>	<b>Gross</b>
Number of units or density	n/a	0	3	
Floor area (by use if applicable)	n/a			
FAR or maximum floor area	n/a			
Site Development	n/a			
Landscape Surface Ratio	n/a	* see note below		
Setbacks	n/a			
Front or street yard	n/a			
Rear yard	n/a			
Side yard	n/a			
Side yard	n/a			
Height	n/a	varies*	varies*	

- \* Calculations better expressed in other documents, including:
- Drawing Set (CASME Sheets)
  - Area Calculations Spreadsheet (Sheet A1.6 & Narrative)
  - Presentation Package (Attachment No. 3 / 3-6-17 JIM presentation)

**LETTER OF AUTHORIZATION**

TETON COUNTY, "Owner" whose address is: 60 EAST PEARL AVENUE

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

TETON COUNTY, as the owner of property more specifically legally described as: JACKSON HOLE FIRE/EMS

(If too lengthy, attach description)

HEREBY AUTHORIZES INTERIM CHIEF MOYER 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:

*[Handwritten Signature]*

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: Interim Chief

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

STATE OF WYOMING )  
 )SS.  
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by MIKE MOYER this 14 day of August, 20017

WITNESS my hand and official seal.

*[Handwritten Signature]*  
(Notary Public)

My commission expires:

(Seal)



## Development Plan (DEV) and Conditional Use Permits (CUP) - Narrative Statements

Drawing Set Date: September 19, 2017

Date Submitted to Town of Jackson (Planning Department): September 25, 2017

### Jackson Hole Fire / EMS Station 1 Remodel & Addition

60 East Pearl Avenue

Jackson, Teton County, Wyoming

Owner: Teton County, Board of County Commissioners

Owner's Representative: Matt Redwine, Battalion Chief: [mredwine@tetonwyo.org](mailto:mredwine@tetonwyo.org)

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#### Applications:

1. **Development Plan:** Required for nonresidential development between 5,001-15,000SF (Section 4.2.1.B.12).
2. **Conditional Use Permit (A):** Required for Heavy Retail / Service
3. **Conditional Use Permit (B):** Required for Wireless Communications Facilities

#### Project Site

The existing Fire / EMS Station 1 is located in the Town of Jackson, at 60 East Pearl Avenue, between S Cache St and S King St. Station 1 is located on Parcel 22-41-16-34-2-06-008, adjacent to the existing JH Fire / EMS Administration Building. Both Station 1 and the Administration Building share Lots 4-5-6 of Block 6 of the Cache Creek Addition (1<sup>st</sup> Addition), and are owned by Teton County. The project site is located in the Public/Semi-Public-County (P/SP-TC) Zone and is surrounded by Downtown Core zoning (DC) on 3 sides, and Commercial Residential-1 (CR-1) zoning to the south. Per the Teton County Land Development Regulations (LDRs), Section 4.2.1 this project site has no minimum LSR, no required street setbacks, no overall height restrictions, and no maximum FAR.

#### Project Background

The existing Station 1 can be broken down into 4 prior construction dates:

*1964: Three-Truck Fire House* was the original one-story fire house, designed by Nelson Engineering, and provided an apparatus bay as well as a locker room, one restroom, and a meeting room. This original footprint remains as the north end of the current apparatus bay.

*1974: Firehouse Addition* was designed by Bruce Hawtin, and expanded the apparatus bay room to the south, bringing the building and garage bays closer to the alley, and doubling the square footage of the one-story building.

*1991: Jackson Fire Hall Addition & Remodel*, was designed by Plan One Architects, and added a second floor above the 1974 portion of the building. The upper story provided Fire / EMS with a kitchen, co-ed locker room, one private half-bathroom (just toilet, no shower), two offices and a large common area (common area is multi-use space to this day, and used as both training, dining, work-out, and living room by Fire / EMS staff). 1991 also added the exterior metal stairwell on the west elevation, and new concrete slabs on the first floor as required. CMU block walls (from 1964 & 1974 construction) were also reinforced with glass fiber coating, on both sides of the walls, in order support the additional seismic loading of the structure.

*2004: Staff Quarters* added on the west side of the building, including four small bedrooms (one twin bed per room) and one half-bathroom. The staff quarters is a one-story wood framed structure with horizontal wood siding, and a shed roof. While this addition did provide some much needed sleeping quarters for the Fire / EMS staff at the time, it was a temporary fix, and does not support the current staff sleeping, and living, requirements.

### Program Study & Station 1 Analysis

In 2012 Vera Iconica Architecture in collaboration with Hangar 41 were retained by Teton County to conduct a study of six fire stations within Teton County. This study included a Programming Study for Station 1 in Jackson, Station 2 in Wilson, Station 3 in Hoback, and Station 4 in Moran, and a prioritization of improvement to these Fire / EMS stations. The following is the executive summary as written in the study:

The needs of Jackson Hole Fire/EMS facilities require periodic reevaluation to ensure that they meet the needs of the community and high standards of safety. The programming phase of this project included the field review and evaluation of each of four above referenced facilities, a needs assessment survey, which engaged the staff, and analysis of the existing conditions versus the needs of each station, the prioritization of stations based on needs, and the formulation of recommendations for future actions by the leadership.

Various levels of design deficiencies in the four subject stations were observed and analyzed the design teams. Areas of commonality and major deficiencies include:

- 1- Size of firefighting apparatus has changed and bay rooms are no longer sized for the current equipment.
- 2- Restricted space affecting the efficient and safe use of apparatus and accessory equipment.
- 3- Facilities are deficient in meeting current design standards in terms of health and safety, size, functionality, and allocation and separation of spaces.
- 4- Facilities are deficient in meeting current Building Codes, NFPA standards and accessibility requirements.
- 5- Lack of adequate and safe disinfection facilities.
- 6- Deficient storage space for EMS, hazardous material, and accessory firefighting equipment.
- 7- Undersized and inadequate staff Day Rooms with no "living room" areas.
- 8- Lack of gender-specific restrooms and bathing facilities.
- 9- Lack of adequate fitness facilities.
- 10- Lack of dedicated community room that may also be used as a "safe house."

Other factors that were noted include the layout and adjacencies of the spaces, apparatus driveways, internal station traffic, and proximity of disinfecting/washing areas to apparatus bays.

Based on the results of the needs assessment survey, input from the staff, observations, and research, a space program for each station was developed and the existing versus needed space requirements were tabulated and analyzed.

A needs assessment analysis was performed using a rating system for each criteria and a factor relevant to the occupancy, function, and operation of the station. Rating was based on a 0-10 point system, with 0 representing no need and 10 representing an urgent need. An average rating for each station was derived.

Based on the above analysis, and after factoring in the population served and the level of call volume for each station, a prioritization hierarchy was developed to determine globally which station represented a higher priority for needed improvements. Coincidentally, the priority of each station was found to correspond with the nation number, hence Station 1 having the top priority and Station 4 the least.

Please reference the study for more information on the above, including program break downs, structural evaluations, diagrams, and recommendations. The following is from the study and outlines the recommended improvements for Station 1:

A major addition and partial renovation are recommended for Station 1 to meet programming requirements. The primary upgrades recommended for Station 1 involve meeting additional space needs in the apparatus bays and equipment storage area, separation of and additional square footage for living / training areas, addition of office spaces, and the addition of Accessory Residential Units.

Since parts of this station are also used by the community, another important aspect of this recommendation is in the proper separation of public spaces from the firefighting functions and the need to meet current code and accessibility requirements, specifically in the spaces used by the public.

It is important to note the condition of the building envelope and north section of the roof are deteriorating and, at a minimum, the lower roof must be replaced in the next two years.

### Proposed Funding & Schedule

Refer to Attachment No.1 for a baseline project schedule.

April 2015 Dubbe Moulder Architects (DMA) was awarded the contract by the Teton County, Board of County Commissioners to provide professional architectural services for the entire scope of work required, for a Remodel & Addition to Station 1. Preliminary cost estimates during the 2012 Study were equivalent to 5-7.5 million. DMA's new design is consistent with the original cost estimate, and in the ballpark of 6 million.

The project currently has two million dollars from 2014 SPET Election. The original 2.3 million from 2014 has been appropriately used to fund the design and professional services needed to date. The May 2017 SPET approved 6.8 million to Teton County Fire / EMS; a majority of this SPET funding will be allocated towards the Station 1 Remodel & Addition and the Fire / EMS temporary facility (page 4), with the remaining funds assigned towards small improvements for other Teton County Stations unrelated to this project.

Selective demolition of the existing structure is slated to begin March 2017. Construction work is expected to last approximately 18 months (contingent upon contractor selection), with project completion anticipated by Fall 2019. Pending funding and timing, some non-essential elements of the proposed design may be finished at a later date (example: the interior finishing of the 3 Accessory Residential Units are not vital to the Fire / EMS operations, and could be completed after staff and apparatus have moved back into Station 1). Note that the construction schedule for Station 1 is contingent on the development of the temporary facility, and is subject to change.

Constructing the project in phases has been discussed, however it was concluded that phasing the project construction would just increase project costs and timelines, with no real benefit to the current staff and apparatus bay use. Due to structural seismic upgrades and the overall scope of the Station 1 renovation project, it would be unsafe and unpractical to keep Station 1 operational

during construction. Therefore, a temporary location capable of housing apparatus, equipment, and personnel is needed for the anticipated 18 month construction window. Station 1 staff and apparatus will transition to the temporary facility prior to the start of construction.

### Jackson Hole Fire / EMS Temporary Facility

A thorough search of facilities and properties in line with the needs of Station 1 operations revealed that construction of a temporary facility is likely the most feasible solution. A robust committee of town and county staff was formed to vet the pros & cons of the available options; and Matt Redwine, Battalion Chief, presenting three different temporary facility alternatives to the Town and County officials this winter. Elected officials approved Alternative-1, which utilizes existing 2014 SPET funds to turn the existing Fair Pavilion building into a temporary fire station.

The existing Pavilion Building provides office space for the Teton County Fair Board at the south end of the building, and an open-air Exhibit Hall to the north (existing roof, but no walls). Permanent upgrades to the Pavilion building would allow for future conversion into an enclosed multipurpose structure. In short, the open-air end of the Pavilion will be enclosed, requiring a new insulated shell / exterior walls, doors and windows, concrete slab, utility connections, and select interior walls as required.

While the completion of the temporary facility does affect the Station 1 construction schedule, these projects shall be independently reviewed by the Town Planning Department. The narrative submitted for the temporary facility will expand upon the above description. For more information on the temporary facility project, please contact the project manager, Kevin Meagher: [KMeagher@townofjackson.com](mailto:KMeagher@townofjackson.com)

### Proposed Program

The existing structure needs to be brought up to current code requirements, and also needs an expanded program to satisfy current Fire / EMS operations, and community outreach. The following is a list of achievable goals created by DMA and the client:

Note: Fire / EMS staff and Owner group has been represented by Willy Watsabaugh – (now retired) Fire Chief, Matt Redwine – Battalion Chief, and Kelly Fennessey – Executive Assistant. DMA has been working closely with these persons to develop the program and design for the new Fire / EMS Station 1 Remodel & Addition.

- Increase staff quarters
- Add equal and private baths, showers
- Add 3 housing units with separation from operational component
- Seismically upgrade the entire structure
- Increase apparatus bay to create more space and options
- Separate public and operational space

- Create a safe haven public meeting room for large events and training
- Separate protective equipment (bunker gear) from apparatus exhaust
- Create hazmat decon to handle contaminated fire equipment and gear
- Create a shipping / receiving area
- Upgrade air quality control measures
- Upgrade paging and alert system
- Modernize the appearance from the Pearl St. Avenue side
- Create a more sustainable structure
- Increase staff moral and ownership

The following considerations have been discussed in length by the Design Team and the Client:

- Does this address 30 year goals?
- Where will staff and apparatus be located and for how long?
- Will SPET be the optimal funding source?
- How will the housing rules and regulations be handled?
- Does this address current and future parking concerns?
- Does this allow for future renovations?
- Should Fire / EMS seek new location?
- Should higher security be considered?

The new design proposes keeping the existing first floor footprint (1964 & 1974 construction), while rebuilding the entire second floor above. A new two story addition, with a full basement, will be constructed on the west side of the existing footprint. The full basement under the addition will be used for storage (both for Fire / EMS operations, and for the proposed 3 A.R.U's). Existing structure is approximately 9,339 sf and the proposed is approximately 17,782 sf (includes non-habitable areas). See area calculations (below), which are also on sheet A1.6. Refer to Attachment No.3 for the presentation package which includes supporting graphics for the existing / proposed design, including square footage comparisons.

<b>AREA CALCULATIONS</b>			
<b>SITE DEVELOPMENT</b>			
AREA OF EXISTING BUILDING FOOTPRINT			6,784 S.F.
AREA OF PROPOSED BUILDING FOOTPRINT			1,003 S.F.
PAVED OR UNPAVED PARKING AREAS:			6,732 S.F.
OTHER SITE DEVELOPMENT:			1,811 S.F.
COVERED PORCHES, DECKS, TERRACES, PATIOS, CORRALS, SIDEWALKS			
<b>TOTAL SITE DEVELOPMENT</b>			<b>16,330 S.F.</b>
<b>GROSS SQUARE FOOTAGE TABULATION</b>			
	<b>EXISTING</b>	<b>PROPOSED</b>	
HABITABLE ABOVE GROUND	8,519	14,998	S.F.
HABITABLE BELOW GROUND	0	0	S.F.
NON-HABITABLE ABOVE GROUND	250	1,022	S.F.
NON-HABITABLE BELOW GROUND	0	1,762	S.F.
<b>TOTAL</b>			<b>17,782 S.F.</b>

On the first floor, the building addition provides space for all of the operational areas (Turn Out, Contaminated Laundry, Bathroom, and secure Medical Storage) to be moved out of the original footprint, allowing the (1964 and 1974 construction) areas to become one larger apparatus room. The addition also includes a public Training Room / Community Crisis area that is separate from Fire / EMS operations, as well as two interior stairwells for better circulation.

The existing second floor slab and roof structure are to remain (assuming no structural deficiencies are found during demo); and by demolishing the lower roof over the north end apparatus (1964 construction), a new floor pack can be constructed to match that already existing on the south end. The proposed second floor is designated for Fire / EMS staff use only, and will not be open to the public use. Secure door access (likely a punch code or similar hardware) will prevent non-staff from entering into the Fire / EMS operational areas. Operational program areas on the second floor include: 6 staff sleeping units (rooms are large enough to accommodate any future increase of staff, although more employees are not anticipated at this time), a Captain's Quarters, 4 unisex bathrooms, Laundry (for in-house laundry, not for contaminated laundry), Training Storage, Office / Conference, Kitchen, and Flex Space (this large multi-purpose room will serve as a dining room, living room, exercise / work out area, and as a training / education space).

Three A.R.U's are located on the south end of the second floor, but access to these units will not interfere with Station 1 areas or operations. Renting each of the Accessory Residential Units / 1-Bedroom Studios will be organized via the JH Fire / EMS and Teton County, and will likely give preference to Volunteer Firefighters and residents working within the public sector (ex: Police, Fire / EMS).

By keeping the existing roof structure, located over the south end of the second floor (1991 construction), the proposed top of roof(s) are designed to match the existing roof slope and elevation (top of parapet is approximately 31 feet above grade). All roofs will be flat, with a PVC roof membrane system, surrounded by low parapet wall. The roof portion over the Flex Space (Pearl Street / north side of the 2<sup>nd</sup> floor) will be a few feet taller than the rest of the roof(s) to allow for a higher finished ceiling in the space below.

A Roof Deck is requested by the Client to provide a communal outdoor space for staff to congregate (and provides a fantastic view of Snow King). Per the International Building Code (IBC 2015), the roof deck floor area cannot exceed more than 750sf with the one access stairwell provided. The Roof Deck will have guard rails surrounding the area (defined by roof deck pavers on pedestals), to prevent staff from walking around on the roof unnecessarily. Some mechanical equipment will be located on the roof, which will have some form of access walkways for maintenance. The Design Team has also allotted space for photovoltaic panels on the roof, final location and number of panels pending funding and final energy mitigation program plans.

Please reference the plan drawings for more information on the proposed layout and programs.

Refer to Attachment No.2 for Proposed Development Program calculations.

### Shared Parking Plan (SPP)

Refer to Attachment No.3 for the presentation package which includes supporting graphics for the existing / proposed design, including the shared parking plan.

As a fire station this building is going to be occupied on a 24/7 basis. Factoring in the existing Administration Building + Station 1 parking needs, and the addition of 3 new A.R.U's, the existing Fire/ EMS parking lot (17 parking spaces) and the designated Fire/ EMS Pearl Street parking spaces (18 parking spaces) are more than sufficient for the proposed parking requirements. The SPP goes into more detail, but ultimately as long as 3 parking spaces are designated for the additional 3 A.R.U.s (1 parking space per each 1-bedroom unit), we do not anticipate any parking conflicts.

### DEVELOPMENT PLAN (DEV)

Required for nonresidential development between 5,001-15,000SF (Section 4.2.1.B.12).

*A development plan shall be approved upon finding the application:*

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

This project site is located in District 2: Town Commercial Core. It should be noted that no public utilities will be adversely affected, and that any new connections (water, sewer, storm sewer) will tie in to existing lines. By upgrading services required for Fire / EMS operations (including a new back-up generator in case of power outages), this project benefits the Town by creating a more efficient emergency response team. Station 1 remains in character with the 2-3 story buildings and pedestrian access, typical of our commercial core. The street character of Station 1 has been improved, as noted below:

- Orientated towards Pearl Street, the Proposed North Elevation brings Fire / EMS activities and operations into the public view. The second floor windows and garage doors both provide an ample amount of glazing, connecting the interior Apparatus Bays and Flex Space (training, workout, dining, living for staff) to the public view, and strengthening the fact that Fire / EMS operates 24/7.
- Pearl Street, existing sidewalks, including the north concrete driveway, and the alley south of the property shall not be impacted. Improved pedestrian access around the Station 1 includes:
  - Open Walkway: Replacing the washed gravel between the existing Fire / EMS Administration Building and Station 1 with code compliant walkable surfaces (metal grate provides a durable walking surface, mitigates water shed and maintains existing access to utilities located on the corner of the Admin. building).
  - New concrete sidewalks and ADA access provided near the parking lot.
  - Awnings provided over all egress doors, garage doors, and public entrances.
  - Improved exterior lighting, including better parking lot lights, and wall-mounted sconces around all egress doors and garage bays.

- Exterior materials of a better quality, and more in keeping with the character of Jackson (Refer to Attachment No.3 for proposed materials and colors). Efforts have been made to select materials that will not depreciate in appearance or function over time (weathering / UV), and that will hold up to the heavy use of the building. For example, the panels surrounding the garage door bays will be a high quality prefabricated panels (metal likely), able to withstand inevitable equipment or vehicular impacts, and can be easily maintained.

A Training Room / Community Crisis is proposed on the first floor of the addition, providing space for our community members to gather needed throughout the year (Boy Scout troop meetings, CPR training, chamber mixers, etc.). ADA restrooms, and a kitchenette (Service 112) are located off of the Training Room, allowing this public space to remain independent of critical Fire / EMS programming space (secure doors will prevent public access into Fire/EMS areas). Storefront windows line the west wall of the community room: bringing daylight into the space while defining the public entrances. This community space shall be reserved via Fire / EMS Administrative staff to avoid any conflicting uses.

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

Not applicable to this project.

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

As noted before, no public facilities or services will be adversely impacted during or after construction. Improving the structure, functions and efficiency of this building will benefit Fire / EMS for future decades, and subsequently, our community as a whole. Refer to the drawing set for more information on all existing / demolished / proposed utilities.

Utility adjustments (capping old connections / new connections to lines) will be mitigated so the existing Administration Building can continue its Fire / EMS operations throughout the Station 1 construction. The Design Team and Owner group will work with the selected general contractor to assure that critical utilities are minimally affected, especially those utilities connected to the Administration building. A new back-up generator will be connect to both Fire / EMS buildings (Administration and Station 1), providing 72 hours of emergency power in the case of an outage.

The relocation of Fire / EMS operations to a temporary facility during construction shall not impact the Fire / EMS emergency response time or operations. The location of the temporary facility was in part chosen because of the fair ground's proximity to main roads, like Snow King, Cache, and Hwy 89 / Broadway.

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

As an existing building many design elements within the guidelines are already met, or will be improved upon. This includes:

- Public Space
  - Pedestrian experience and along Pearl Street unchanged; improved north elevation design (quality materials, illuminated signage, larger massing).
  - Open walkway for Fire / EMS employees now code compliant (walkway connects Pearl Street and the north entrance to Station 1 with the existing Administration Building and parking lot).
  - Public entrance to Station 1 better defined with new concrete ramp, stairs, and sidewalk along the west elevation addition.
  - ADA and code compliant exterior walkways, entrances, and parking spaces.
- Composition
  - Proportion and massing in kind with the adjacent buildings, and architectural styles. As a public / semi-public (P/SP) zoning, there are no required setbacks or height limitations. Building masses and heights are reflective of the required functions associated with each element (stairwells, hose drying tower, parapet roofs, etc.).
    - Top of Hose Drying Tower: approximately 45’-6” above the north driveway slab. A vertical chase inside the tower provides a location for fire hoses to be lifted up, and dried out after use. Height of tower also reflective of the required mounting height for the whip antenna (existing antenna to be relocated from existing north tower to the new Hose Drying Tower); top of antenna needs to be approximately 60’ above grade (approx. 20’ antenna). RE: CUP (B), below, for more information. In comparison, the top of the existing tower framing is approximately 39 feet.
    - Top of parapet framing: 31’-0” (typical) and 33’-4” (north parapet roof only). In comparison, the top of the existing roof parapet wall is approximately 30’-6”, and the top of the Cold Storage Building CMU block wall (located to the east of Station 1) is approximately 31’-6”.
    - Combination of additive and subtractive (awnings create protrusions).
  - Volumes, patterns, and material selection are reflective of the both the residential and utilitarian functions of Station 1 (refer to drawing set). Features of note:
    - Shed roof and balcony for the 3 residential units - provides a more ‘residential’ feel at the south elevation.
    - Large areas of glazing (north and west elevations) connects the 24/7 operations and internal Fire / EMS activity with the public views of the building.
    - Red color typical of most fire station buildings; used as accent color.
    - Light greys, dark greys, and browns – more neutral tones, used in larger exterior cladding applications.
    - Horizontal and vertical elements; (banding between windows, cladding in both directions, a CMU block base, tower elements, etc.)
    - Variety of patterns and materials; quality details throughout.
  - Relationship to the existing Fire / EMS Administration Building: both the Administration and Station 1 should appear to match in appearance so it is clear that these two building are both part of the Fire / EMS operations. In addition to a new

awning over an existing Administration egress door, it is proposed that the exterior of the Administration Building be stained / painted to match the vertical wood siding finish on Station 1. Other design elements (ex. handrails painted to match, concrete paving, and shared utilities) will help visually sync the two buildings.

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

Project is in compliance with all Land Development Regulations and Town Ordinances. Design Team presented to the Design Review Committee (DRC) as a curtesy in Fall 2016, and the proposed design was well received. Project shall be presented to the Town Council and DRC again, as part of the official review process.

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

Yes, project is in conformance with all standards or conditions of any prior applicable permits or approvals. Refer to Town and County records for a complete list of prior building permits (Four (4) prior construction phases to Station 1 noted on page 1 of this document).

**CONDITIONAL USE PERMIT (A)**

Required for Heavy Retail / Service (Section 4.2.1.C.1)

*A conditional use permit shall be approved upon finding the application:*

1. *Is compatible with the desired future character of the area.*

In keeping with the current use of this site (P/SP-TC zone), this remodel and addition seeks to improve the existing Fire / EMS Station 1 as outlined below (refer to page 4 of this document for more information on proposed programming):

- Renovate existing building footprint, including the apparatus / equipment bays.
- Add program space required for efficient Fire / EMS operations (present and future needs).
- Add program space for community use.
  - Community room for training or events; safe haven public meeting room.
  - Three (3) accessory residential units; for Teton County / Town employees to rent.
- Improve health and safety, size, functionality, and allocation and separation of spaces.
  - Separate community program areas from Fire / EMS operations.
  - Apparatus bay exhaust system will be upgraded with carbon monoxide monitoring and mitigation system.
- Bring Station 1, and surrounding site, design up to current Building Codes, NFPA standards and accessibility requirements.
- Unify the existing Administration Building with the improved Station 1 design so it is clear that Fire / EMS operations are housed in both buildings. Visually connect the two different

designs and improve the Pearl Street view of this Fire / EMS facility. Paint / stain exterior of existing Administration Building in kind to the exterior cladding proposed for Station 1. Final Administration Building design shall be presented to the Design Review Committee / Town Council during the review process.

- Improve utilities and service:
  - Lower Valley Energy (LVE) plans to upgrade the overhead power lines along the south property line / Alley. One (1) new intermediate power pole anticipated, with one (1) existing power pole to be raised or replaced, as required. New transformer proposed by south-west corner of parking lot. LVE's proposed scope of work and overhead power re-design shall be finalized by Permit submission.
  - Establish common electrical characteristics between both Fire / EMS buildings, Administration Building and Station 1.
    - Upgrade Station 1 electric utility delivered voltage from 240/120 Volt 3 phase, which is an odd voltage in today's world, and phase out to 208/120 Volt 3 phase, which is a more common voltage used in commercial buildings, including the existing Fire / EMS Administration Building. New main distribution panel board (located on Station 1) sub-feeds in the Administration Building. This upgrade simplifies the service and maintenance for both Fire / EMS buildings.
    - New 250kW Diesel Generator (208/120V); provides 72 hours of emergency power in the possibility of power loss. New generator connects to Station 1, which in turn provides emergency backed power to the Administration Building. The two (2) existing generators will be relocated to other Fire / EMS Stations in Teton County.
  - ComTech Alert system upgraded and designed per current Fire / EMS needs.
    - (Existing) Emergency Alert Siren to be relocated to a monopole on the east elevation.
    - (Existing) 20' whip antenna to be relocated to the Hose Drying Tower.
    - Fire / EMS communications shall not be negatively affected during construction (dispatch is housed in the Administration Building).
  - Improved site access (compliant with the current LDRs):
    - Open Walkway established between Administration Building and Station 1.
    - Bike racks added to site (for staff and public use).
    - New exterior lighting (exterior lighting plans shall be finalized by Permit submission).
    - Better signage; illuminated signage letters on the north awning fascia (Pearl St. side).
    - Shared Parking Plan encourages better parking practices on and off site.
  - Energy mitigation program and increased building performance.
    - Enhance building envelope design (e.g. continuous rigid insulation).
    - Improve Electrical and Mechanical services and equipment.
      - Improved indoor air quality and energy efficiency with new Heat Recovery Ventilators.
    - Photovoltaic panels proposed at two roof locations; final panel design (layout and specifications) pending available energy mitigation funding.
    - Improvement project vs. new construction project: saves millions in construction costs and decreases our carbon footprint by reusing as much existing structure as possible.

## Community Use

Project program required a separation of public use from the Fire / EMS operations. As described on page 8 of this document, the Training Room / Community Crisis (room #113) is located within the first floor of the proposed addition, and will be available for community gatherings and scheduled trainings. Training room reserved through Fire / EMS Administration to avoid conflicts with scheduling and Fire / EMS operations. This community room shall also act as a “safe haven” space, as defined by Wyoming State law.

Service Room #112: A small kitchenette, equipped with base and upper cabinets for storage, a countertop microwave, and a 24” wide sink is accessed from the Training Room. A 2’-6” wide service window allows for the passage of food and beverages between these rooms, and will be equipped with a roll-down metal door that can be locked when not in use. The intent of this space is to provide a preparation area for food and beverages that may be served during a gathering or training event.

Store bought food and baked goods likely provided for most events; but there is also the possibility of Fire / EMS staff making food in their upstairs kitchen (Kitchen #205), and then reheating it downstairs for an event. Kitchen #205: commercial kitchen, located on the 2<sup>nd</sup> floor and intended for staff use only; secure doors restrict public access to all Fire / EMS operations.

Access to the three (3) Accessory Residential Units (A.R.U’s) shall be via the south stair tower, and covered balcony. These one-bedroom studio apartments are isolated from the Fire / EMS operations on the second floor (sound attenuation in shared stud walls, secure doors), and are intended for Teton County and Town of Jackson employees.

Secure doors shall restrict public access to all Fire / EMS program areas. A combination of punch-keypad and typical keyed locks (deadbolt / mortise) have been discussed. A punch keypad entry is ideal since the Fire / EMS staff (full time and volunteer) have staggered shifts – rotating schedules required for 24/7 emergency services.

### *2. Complies with the use specific standards of Division 6.1: Allowed Uses and the zone.*

Yes. It should be noted that the parking requirements for “Heavy Retail/Service” (per 4.2.1.C.1) are unique to this existing site and available space. Refer to the Shared Parking Plan (page 7) for a complete breakdown of available public parking adjacent to, and on-site.

### *3. Minimizes adverse visual impacts.*

Yes. Efforts have been made to located mechanical and electrical equipment out of the public eye, consolidating exterior equipment west of the parking lot and on the building roof. Painting the existing Administration Building to match Station 1 strengthens the overall site design, Pearl Street relationship, and the Fire / EMS facility as a whole.

4. *Minimizes adverse environmental impacts.*

Design Team will continue to work with Teton County (TC) and the Town of Jackson, including the TC Energy Mitigation Program, to create feasible and realistic energy conservation measures for this project. All materials, appliances, plumbing fixtures, and plumbing fittings selected shall aim to reduce energy waste (water / heat / power used, carbon footprint of material selected). LED light fixtures, advanced lighting controls and occupancy sensors, coupled with roof-top photovoltaic cells, and improved shell and core performance (continuous insulation and better building envelope coupled with a new HVAC system), shall all help mitigate energy usage over time.

As noted in the Shared Parking Plan (page 7), community members are encouraged to utilize the free public parking areas and public transportation systems, both located within blocks of the project site.

By reusing the current site, and as much of the existing building as possible, the environmental impacts are significantly reduced. (Compared to if this project were located elsewhere - which would incur additional property and building construction costs, and increase the carbon footprint of this development.)

5. *Minimizes adverse impacts from nuisances.*

Yes. Exterior lighting, and Fire/ EMS operations will be mitigated to reduce nuisances. Cold Storage Building (to the east) and Century Link / Bank of Jackson Hole building (to the west) both operate during day-time hours only. Noise levels and emergency sounds (sirens / alerts) anticipated to remain the same and are subject to the emergency call at that time.

6. *Minimizes adverse impacts on public facilities.*

As noted above, the public will not have access to any of the Fire / EMS program areas, promoting safe and efficient Fire / EMS operations. The selected general contractor will be responsible for creating a construction plan that mitigates impacts on the existing Administration Building, allowing for Fire / EMS dispatch and administrative functions to continue uninterrupted. Refer to page 4 of this document for more information on the temporary facility.

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

Project is in compliance with all Land Development Regulations and Town Ordinances. Design Team presented to the Design Review Committee (DRC) as a curtesy in Fall 2016, and the proposed design was well received. Project shall be presented to the Town Council and DRC again, as part of the official review process.

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

Yes, project is in conformance with all standards or conditions of any prior applicable permits or approvals. Refer to Town and County records for a complete list of prior building permits (Four (4) prior construction phases to Station 1 noted on page 1 of this document).

**CONDITIONAL USE PERMIT (B)**

Required for Wireless Communications Facilities (Section 4.2.1.C.1)

*A conditional use permit shall be approved upon finding the application:*

Refer to Attachment No.4 for exterior elevation drawings and photographs of the existing communications.

1. *Is compatible with the desired future character of the area.*

Yes. The necessary communications facilities shall remain in compliance with the existing character of the area. The proposed design relocates the essential communications to new locations on Station 1. Building forms, details, and functional space is improved, without significantly altering the existing tower masses and heights as viewed from the outside.

Existing wireless communications to be relocated within the new Station 1 design:

- 20 ft. whip antenna, currently side mounted on the north elevation tower.
  - Required for Fire / EMS dispatch.
  - Existing small dish net not required to be relocated.
- Emergency alert siren, post mounted. Located on the east edge of the existing parking lot.
  - Required by the Department of Homeland Security for all Emergency Operation Centers.

The whip antenna is needed for Fire / EMS dispatch, which is based out of the Administration Building. Antenna is currently side-mounted to the north-west tower (top of existing tower approximately 39 feet above finished grade; top of existing whip antenna approximately 60' above grade). Antenna shall be relocated to the Hose Drying Tower, likely side mounted to the south elevation of the tower, similarly to the existing detail.

Hose Drying Tower

The proposed Hose Drying Tower shall be located at the north-east corner of Station 1, and shall be most visible from the Pearl Street entrance / north elevation. The Hose Drying Tower functions primarily as a vertical chase between the first floor apparatus bay ceiling up through the roof pack above the second floor Flex Space. To compliment the massing created by the north stair tower (approximately 39 feet above grade), and provide clearance from the surrounding masses for prime reception, the Hose Drying Tower is the tallest element proposed within the Station 1 redesign (top of framing proposed at approximately 45 feet above grade). With no required height limitations for P/SP zoning, as well as the multitude of existing

communications on the surrounding buildings - the proposed tower and whip are well within the intended design milieu for this area of Town.

Fire hoses must be drained out after use, and many fire stations utilize hose drying towers to hoist the hoses up above the ground level to allow for efficient drying. A typical fire hose requires approximately 25 feet (minimum) of vertical clearance from the ground level to the top of the lifting mechanism (in which the hose can then fold over the mechanism allowing both ends to drain down). The lifting mechanism is typically a rack suspended by a cable and pulley that can be controlled from the ground; final mechanism and chase details to be determined.

### Emergency Alert Siren

Existing modulator siren is currently mounted 40 feet above grade (estimated height) on a wood monopole, located on the east side of the Fire / EMS parking lot. As the Emergency Operations Center (EOC) for the Town of Jackson, this site is the ideal location for the modulator siren, which will alert the public of any emergency or impending disaster (sound or voice alert). Emergency management standards, established by the federal government, require this siren to remain at the designated EOC. Annual testing is done on the siren, however it has yet to be used since being installed (a good thing).

Provided below is a link to the siren specifications:

<https://www.fedsig.com/product/modulator%C2%AE-ii-electronic-siren-series>

Siren shall be relocated to the southern end of the east elevation of Station 1, mounted on a 50 ft. pole located adjacent to the finished face of exterior cladding. Communications with Rich Och (Teton County emergency management) indicate that the general contractor will be responsible for the relocation of the siren, and that it is acceptable for the siren to remain in storage for a year as required (depending on the contractor's scheduling and space needs during construction).

### *2. Complies with the use specific standards of Division 6.1: Allowed Uses and the zone.*

Yes, wireless communication facilities (defined within Division 6.1.10) are permitted within this project site. Since both communication facilities of note are already existing on site, the purpose of this Conditional Use Permit (B) is to assure that the relocation of said communications does not adversely impact the character of the area or proposed design. As noted below, the relocation of these communications will improve the overall design of Station 1 and shall not introduce any elements uncharacteristic of this site.

### *3. Minimizes adverse visual impacts.*

Yes. Whip antenna shall be side mounted on the south elevation of the Hose Drying Tower, similarly to the existing mounting detail. The antenna itself is very slender, and any design that would attempt to disguise or hide the whip antenna, or mounting connections, would draw more

attention this communication element. For aesthetic as well as functional reasons, the whip antenna shall be left exposed on the Hose Drying Tower. The small receiver dish, currently mounted on the whip antenna, shall not be relocated as it is no longer required for improved radio service.

The emergency alert siren shall be moved further out of the public view, tucked back along the south-east corner of Station 1, adjacent to the Cold Storage Building a few feet east of Station 1. The siren is really only noticeable when viewed from the alley, south of the project site, or when on the roof of Station 1. The siren must remain pole-mounted and at the same height (currently estimated at 40 feet above grade) in order to achieve the best broadcasting service when in use.

4. *Minimizes adverse environmental impacts.*

Yes. By reusing the existing whip antenna and emergency alert siren, it helps save on equipment costs and any additional carbon footprint that may be incurred by transferring new communications. It should also be noted that the proposed ComTech alerting system and associated lighting types and controls, shall implement energy efficient programming where possible to help mitigate energy usage for all communications and alerts. This includes dimmable lighting, occupancy sensors, and various alert sounds and lights that relate to the type of emergency situation at hand (fire and / or medical emergency).

5. *Minimizes adverse impacts from nuisances.*

Beyond the construction and relocation efforts, the proposed wireless communication facilities will not create any additional nuisances on or surrounding the project site. The ComTech alert system will be integrated within both Fire / EMS buildings on site, but all lighting and noise alerts shall be retained within the building itself, and should not affect any neighboring tenants.

Sound attenuation batt insulation shall be installed between most interior walls, as indicated on the drawings, to help reduce noise transfer between habitable spaces. The shared interior walls, located between the three (3) Accessory Residential Units and the Fire / EMS program space on the second floor, shall also be constructed with an acoustical insulating matt that is applied over the framed wall, and under the finished wall surface. This acoustical insulation matt can also be applied to floor or ceiling surfaces if further sound mitigation is needed between the A.R.U.'s and the apparatus bay below.

6. *Minimizes adverse impacts on public facilities.*

Project team and general contractor will coordinate all efforts to reduce any adverse impacts on public facilities. Coordination with Teton County Emergency Management and the Town of Jackson during construction will assure that all emergency services and Fire / EMS radio frequencies remain operational during relocation. Fire / EMS Dispatch, located in the Administration Building, will remain functional during both relocations of the whip antenna. Antenna shall be relocated first to the temporary facility at the fairgrounds, then back to the Hose



Drying Tower once Station 1 is reoccupied. The Station 1 base radio also serves as a backup paging alternative in the case of Dispatch failure.

For more information on the temporary facility project, please contact the project manager, Kevin Meagher: [KMeagher@townofjackson.com](mailto:KMeagher@townofjackson.com)

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

Project is in compliance with all Land Development Regulations and Town Ordinances. Design Team presented to the Design Review Committee (DRC) as a curtesy in Fall 2016, and the proposed design was well received. Project shall be presented to the Town Council and DRC again, as part of the official review process.

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

Yes, project is in conformance with all standards or conditions of any prior applicable permits or approvals. Refer to Town and County records for a complete list of prior building permits (Four (4) prior construction phases to Station 1 noted on page 1 of this document).

**-SUPPLEMENTAL SUBMISSION-**

**Conditional Use Permit (B): Wireless Communication Facility**

This package shall be included with the Development Plan (DEV) & Conditional Use Permits (CUP), previously submitted to the Town of Jackson Planning Department on September 19, 2017.

# Jackson Hole Fire / EMS Station 1 Expansion



Submitted: Friday, December 8, 2017

## Conditional Use Permit (CUP) - Narrative Statement (Supplemental Submission)

Date Submitted to Town of Jackson (Planning Department): December 8, 2017

### Jackson Hole Fire / EMS Station 1 Expansion

60 East Pearl Avenue  
Jackson, Teton County, Wyoming

Owner: Teton County, Board of County Commissioners

Owner's Representative: Matt Redwine, Battalion Chief: [mredwine@tetonwyo.org](mailto:mredwine@tetonwyo.org)

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NOTE: This application is a supplemental submission, to be included with the (1) DEV + (2) CUPs, previously submitted to the Town of Jackson Planning Department on September 19, 2017. This narrative pertains to the Wireless CUP only. More project information, including background narrative and complete drawing set, can be found with the original submission.

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#### Applications:

##### **1. Conditional Use Permit (B):** Required for Wireless Communications Facilities

*Revised application;* previous application submitted September 26, 2017 but the proposed location of the whip antenna on the hose drying tower was deemed non-compliant with the Town standards (setback from property line was less than the required 20 feet). Whip antenna, and alert siren monopole, have both been relocated per November 2017 conversations with Town Planning Department.

#### Project Site

The existing Fire / EMS Station 1 is located in the Town of Jackson, at 60 East Pearl Avenue, between S Cache St and S King St. Station 1 is located on Parcel 22-41-16-34-2-06-008, adjacent to the existing JH Fire / EMS Administration Building. Both Station 1 and the Administration Building share Lots 4-5-6 of Block 6 of the Cache Creek Addition (1<sup>st</sup> Addition), and are owned by Teton County. The project site is located in the Public/Semi-Public-County (P/SP-TC) Zone and is surrounded by Downtown Core zoning (DC) on 3 sides, and Commercial Residential-1 (CR-1) zoning to the south. Per the Teton County Land Development Regulations (LDRs), Section 4.2.1 this project site has no minimum LSR, no required street setbacks, no overall height restrictions, and no maximum FAR.

## Hose Drying Tower

Hose Drying Tower shall not have any wireless communication facilities mounted to it. Tower proximity to the adjacent property line does not meet required setbacks for wireless communications.

To compliment the massing created by the north stair tower (approximately 39 feet above grade), and to provide an anchoring element to the north facade, the Hose Drying Tower is the tallest component proposed within the Station 1 redesign (top of framing proposed at approximately 45 feet above grade). With no required height limitations for P/SP zoning, the proposed tower is within the intended design milieu for this area of Town, as well as a nod to archetypal fire station architecture.

The proposed Hose Drying Tower shall be located at the north-east corner of Station 1, and shall be most visible from the Pearl Street entrance / north elevation. The Hose Drying Tower functions primarily as a vertical chase, extending between the first floor apparatus bay ceiling and up through the roof pack above the second floor Flex Space.

Fire hoses must be drained out after use, and many fire stations utilize hose drying towers to hoist the hoses up above the ground level to allow for efficient drying. A typical fire hose requires approximately 25 feet (minimum) of vertical clearance from the ground level to the top of the lifting mechanism (in which the hose can then fold over the mechanism allowing both ends to drain down). The lifting mechanism is typically a rack suspended by a cable and pulley that can be controlled from the ground; final mechanism and chase details to be determined.

## **CONDITIONAL USE PERMIT (B)**

Required for Wireless Communications Facilities (Section 4.2.1.C.1)

*A conditional use permit shall be approved upon finding the application:*

Refer to attached drawings and photographs, including with this supplemental package.

### **WHIP ANTENNA**

#### *Use:*

The whip antenna is needed for Fire / EMS dispatch, located in the Administration Building adjacent to Station 1; main dispatch center is located in the Teton County Sheriff's Detention Center. The antenna acts as a base station radio and has paging capabilities, allowing it to serve as a back-up in the case that the main dispatch goes down (which happens a few times a year). This 20 foot fiberglass antenna has a high Gain Omni and an amplifier to boost it – capabilities that are required to remain. A more modern, perhaps shorter, antenna could be purchased, but since the existing antenna still performs well there is no need to purchase a new one unnecessarily. Whip antenna is the only wireless facility that shall be approved by this Conditional Use Permit (emergency alert siren is not considered a wireless facility by the Town Planning Department).

#### *Existing Location:*

Antenna is currently side-mounted (flush-mounted) to the north-west tower structure. Top of existing tower is approximately 39 feet above grade / top of slab; top of existing whip antenna is approximately 60 feet above grade. Since the antenna itself is very slim, no concealment elements were implemented in attempt to hide the antenna. Existing small dish net shall not be required to be relocated, and shall be returned to Owner.

#### *During Construction:*

General contractor shall coordinate with Teton County / Town of Jackson Emergency Management and the Owner's Representative to assure that all emergency services and Fire / EMS radio frequencies remain operational during relocation. Fire / EMS dispatch to remain functional during both relocations of the whip antenna. Antenna shall be relocated first to the Temporary Facility at the fairgrounds, where it shall remain during construction. Antenna will be moved back to Station 1 after construction is complete and the building is occupied.

#### *Proposed (New) Location:*

Antenna shall be relocated to the north stair tower, which provides access to the roof deck area, and roof-mounted mechanical equipment. Antenna shall be surface mounted (flush-mounted) to the south elevation of the stair tower, similarly to the existing mounting detail. A stealth design is not appropriate, as any attempts to conceal the antenna would ultimately draw more attention to this element.

As required by the Town Land Development Regulations (LDRs), the tallest point of the antenna shall not extend more than 5 feet above the roof or mass on which it is affixed. Top of the proposed whip antenna is approximately 45 feet above grade, refer to exterior elevation drawings for elevation markers and dimensions.

## EMERGENCY ALERT SIREN

### *Use:*

Modulator Electronic Siren serves as an alert system during high-level emergency situations. Modulator speaker provides a flat frequency response up to 2000Hz, producing intense warning signals and digital voice messaging over a large area. This siren is the only outdoor warning siren in downtown Jackson; more information on other outdoor warning sirens can be found on Teton County's Emergency Management website. While the siren has never been used, it is tested annually by Teton County's Emergency Operations Center (EOC).

Provided below is a link to the siren specifications:

<https://www.fedsig.com/product/modulator%C2%AE-ii-electronic-siren-series>

### *Existing Location:*

Existing modulator siren is currently mounted 40 feet above grade (estimated height; could be 50 feet tall) on a wood monopole, located on the east side of the Fire / EMS parking lot. As the Emergency Operations Center (EOC) for the Town, this site is the ideal location for the modulator siren, which will alert the public of any emergency or impending disaster (sound or voice alert). Emergency management standards, established by the federal government, require this siren to remain at the designated EOC.

### *During Construction:*

General contractor shall coordinate with Teton County's Emergency Management for the removal and storage of the modulator siren. Conversations with Rich Och and Matt Redwine indicate that the siren will likely remain in storage for a year as required, depending on the contractor's scheduling and space needs during construction.

### *Proposed (New) Location:*

Since the siren, and monopole to which it is mounted, are not defined as a wireless communications facility (and because project site is zoned P/SP) - it has no required setbacks. This allows the siren to be located adjacent to a property line, so long as it does not impede on the required setback from existing overhead power lines (located along south boarder of the project site). General contractor will be responsible for coordinating with Teton County Emergency Management to determine the final location of the siren on site.

Proposed site plan suggests locating the siren along the west side of the (existing) parking lot, within the lawn area just north of the (new) transformer and proposed trash bin area. Siren will need to be setback approximately 20 feet from the overhead power lines that run parallel to the southern property boundary. Siren shall be clear of all surrounding building masses for maximum sound distribution.

Mounting height and detail shall match the existing assembly in-kind. Verify with manufacturer's specifications and recommended install.

## FINDINGS FOR APPROVAL

### *Application Submittal Checklist for a CUP:*

1. *Is compatible with the desired future character of the area.*

Yes. The necessary communications facilities shall remain in compliance with the existing character of the area. The proposed design relocates the essential communications to new locations on Station 1. Building forms, details, and functional space is improved, without significantly altering the existing tower masses and heights as viewed from the outside.

2. *Complies with the use specific standards of Division 6.1: Allowed Uses and the zone.*

Yes, wireless communication facilities (defined within Division 6.1.10) are permitted within this project site; refer to bullet points at the end of this narrative for more detail. Since the whip antenna already exists on site, the purpose of this Conditional Use Permit (B) is to assure that the relocation of this wireless facility does not adversely impact the character of the area or proposed design. Relocating the wireless facility shall not introduce any elements uncharacteristic of this project site or building character.

3. *Minimizes adverse visual impacts.*

Yes. Whip antenna shall be side mounted on the south elevation of the (north) stair tower, similarly to the existing mounting detail. The antenna itself is very slender, and any design that would attempt to disguise or hide the whip antenna, or mounting connections, would draw more attention this communication element. For aesthetic as well as functional reasons, the whip antenna shall be left exposed. The small receiver dish, currently mounted on the whip antenna, shall not be relocated as it is no longer required for improved radio service.

The whip antenna shall be further removed from public view - tucked back approximately 60 feet from the north property line and Pearl Street. Siren essentially shifts west 80 feet across the site, but the entire monopole is really only noticeable when viewed from the parking lot or alley. The siren must remain pole-mounted and at the same height (currently estimated at 40 feet above grade) in order to achieve the best broadcasting service when in use.

4. *Minimizes adverse environmental impacts.*

Yes. By reusing the existing antenna and siren, we save on equipment costs and any additional carbon footprint that may be incurred during transportation. It should also be noted that the proposed ComTech alerting system and associated lighting types and controls, shall implement energy efficient programming where possible to help mitigate energy usage for all communications and alerts. This includes dimmable lighting, occupancy sensors, and various alert sounds and lights that relate to the type of emergency situation at hand (fire and / or medical emergency).

5. *Minimizes adverse impacts from nuisances.*

Beyond the necessary construction, the proposed wireless communication facilities will not create any additional nuisances on or surrounding the project site. The ComTech alert system will be integrated within both Fire / EMS buildings on site, but all lighting and noise alerts shall be retained within the building itself, and should not affect any neighboring tenants.

Most interior framed walls will have sound attenuating assemblies, as indicated within the drawings, to help reduce noise transfer between habitable spaces. The shared interior walls, located between the three (3) Accessory Residential Units and the Fire / EMS program space on the second floor, shall also be constructed with an acoustical insulating matt that is applied over the framed wall, and under the finished wall surface. This acoustical insulation matt can also be applied to floor or ceiling surfaces if further sound mitigation is needed between the A.R.U.'s and the apparatus bay below.

6. *Minimizes adverse impacts on public facilities.*

Project team and general contractor will coordinate all efforts to reduce any adverse impacts on public facilities. Coordination with Teton County Emergency Management and the Town of Jackson during construction will assure that all emergency services and Fire / EMS radio frequencies remain operational during relocation. Fire / EMS dispatch will remain functional during both relocations of the whip antenna. Antenna shall be relocated first to the Temporary Facility at the fairgrounds, then back to the north stair tower once Station 1 is reoccupied. The Station 1 base radio also serves as a backup paging alternative in the case that the main dispatch center fails.

For more information on the temporary facility project, please contact the project manager, Kevin Meagher: [KMeagher@townofjackson.com](mailto:KMeagher@townofjackson.com) or Matt Redwine, Battalion Chief.

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

Project is in compliance with all current Land Development Regulations and Town Ordinances. Design Team presented to the Design Review Committee (DRC) as a curtesy in the Fall of 2016, and the proposed design was well received. Project shall be presented to the Town Council and the DRC again, as part of the official review process.

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

Yes, project is in conformance with all standards or conditions of any prior applicable permits or approvals. Refer to Town and County records for a complete list of prior building permits (Four (4) prior construction phases to Station 1, refer to original DEV + CUP submission for narrative).

## REVIEW OF LAND DEVELOPMENT REGULATIONS

### *Article 6. Use Standards Applicable in All Zones / Division 6.1. Allowed Uses*

#### *6.1.10. Transportation and Infrastructure Uses (1/4/17, Ord. 1163).*

- Siren and monopole is not considered a wireless communication facility and is exempt from the LDR's requirements for such.
- The only wireless communication facility required to adhere to LDR standards is the existing whip antenna / base station.
- Determination of Need: proposed (new) location does not require any building element, tower or otherwise, to be modified for the application of this wireless facility.
- Concealment Element: "Stealth Facility" or concealment elements are not applicable to this projects' wireless facility as it would add bulk and scale to an already very slender element.
- Height: The highest point of the structure mounted antenna does not exceed the top of the stair tower, to which it is affixed, by 5 feet (measured from top of wall framing).
- Setbacks: Whip antenna is not constructed using breakpoint design technology, therefore the minimum setback distance shall be equal to the height of the supporting structure. Antenna is self-supporting structure = 20 setback (minimum) required.
  - Existing setbacks (approximate): 26 feet from the north property line, 45 feet from the east property line, 105 feet from the west property line, and 124 feet from the south property line.
  - Proposed setbacks (approximate): 60 feet from the north property line, 73 feet from the east property line, 77 feet from the west property line, and 90 feet from the south property line.
- Other Conditions: no additional conditions, including excess equipment storage or hazardous materials will be incorporated with this wireless facility, or the siren.
- Landscaping: not applicable to this wireless facility, or the emergency alert siren.
- Signage: not applicable to this wireless facility, or the emergency alert siren.
- Lighting: not applicable to this wireless facility, or the emergency alert siren.
- Quantity Limit: The Hose Drying Tower is the only "Tower" element on this property. Whip antenna affixed to the (north) stair tower, which is considered part of the overall building massing. Public / Semi-Public zoning does not required any height limitations to the building masses.
- Emergency Generator: permitted and exempt from noise requirements during emergencies; proposed (new) backup generator on site for emergency use only.
- Noise Level: not applicable to this wireless facility, or the emergency alert siren.
- Visibility: Antenna shall be flush-mounted with no concealment elements, and will not be collocated with any other wireless facility in the future.
- Notice Requirements: not applicable to this wireless facility, or the emergency alert siren.
- Access: No Right-of-Way or access complying with the Americans with Disabilities Act is obstructed by the wireless facility, or the emergency alert siren.
- Security: Wireless facility, and emergency alert siren, are both designed to be resistant to and minimized opportunities for unauthorized access, climbing, vandalism, graffiti, or other conditions, which would result in hazardous conditions, visual blight, or attractive

nuisances. Wireless facility can be reached / maintained from the Roof Deck, which is only accessible to Fire / EMS staff.

- **Building Design:** Structure mounted antenna shall be integrated with the building design and appear to be visually unobtrusive. Highest point of the antenna shall not exceed 5 feet above the highest point of the stair tower to which it is affixed.

# JH FIRE / EMS STATION 1

JIM Presentation - March 6, 2017

## ADDITION & REMODEL



Client	Jackson Fire-EMS
Architect	Dubbe-Moulder Architects
Consultant Architect	CRSA Architects
Civil Engineer	Y2 Consultants
Landscape Architect	Pierson Land Works
Structural Engineer	Y2 Consultants
Mechanical Engineer	CN Engineers
Electrical Engineer	Bradley Engineering
Surveyor	Pierson Land Works
General Contractor	T.B.D.

JH FIRE / EMS STATION 1 ADDITION & REMODEL

TEAM

 DUBBE MOULDER  
ARCHITECTS

JIM Presentation - March 6, 2017





JH FIRE / EMS STATION 1 ADDITION & REMODEL

# 1.1 EXISTING SITE PLAN



JIM Presentation - March 6, 2017



EAST PEARL AVENUE

SOUTH KING STREET

Proposed Basement: **1,762 sf**  
 Additional 1st Floor: **1,443 sf**  
 Additional 2nd Floor: **4,972 sf**

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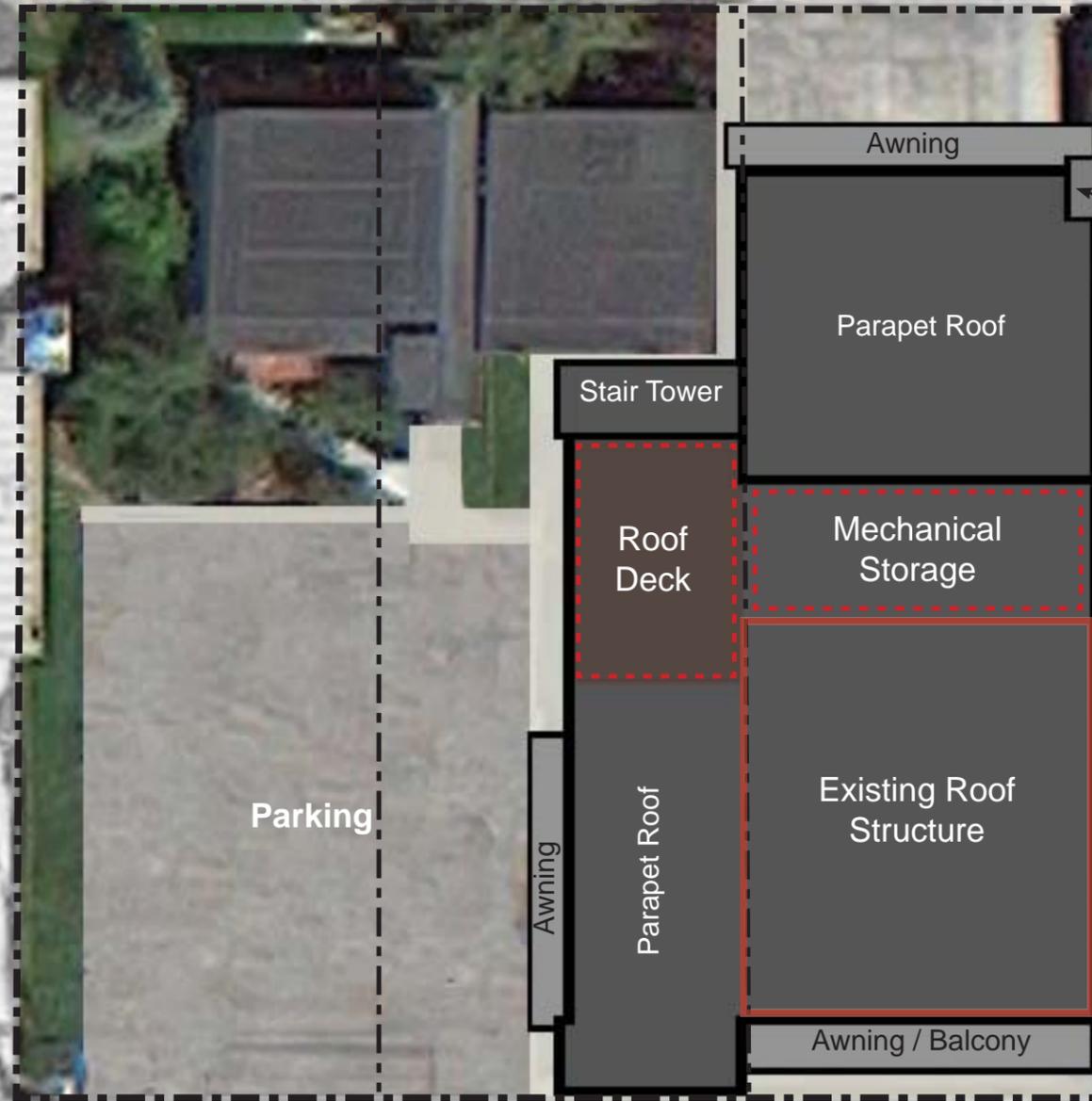
TOTAL AREA  
 ADDED TO BUILDING: **8,177 sf**

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Proposed 1st Floor: **7,750 sf**  
 Proposed 2nd Floor: **8,004 sf**

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PROPOSED OCCUPIABLE SPACE  
 (Includes Non-Habitable Areas): **17,516 sf**



JH FIRE / EMS STATION 1 ADDITION & REMODEL

# 1.2 PROPOSED SITE PLAN

DUBBE MOULDER ARCHITECTS

JIM Presentation - March 6, 2017

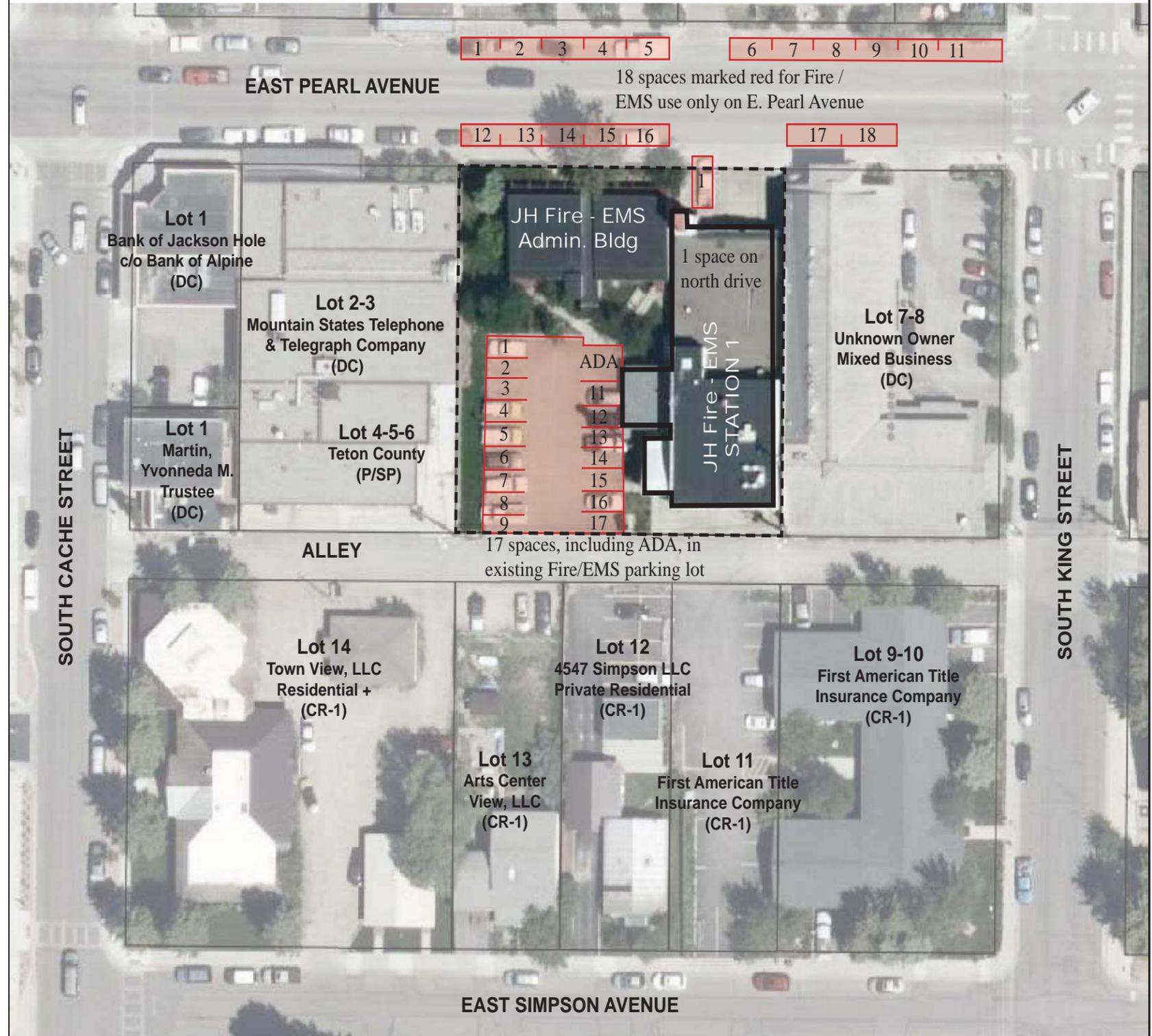


Public Parking Areas Proximate to Site

NOTE: Visit the Town of Jackson website for more public parking information and allowed parking times.  
[townofjackson.com/about-jackson/public-parking/](http://townofjackson.com/about-jackson/public-parking/)



Existing Fire / EMS On-Site Parking



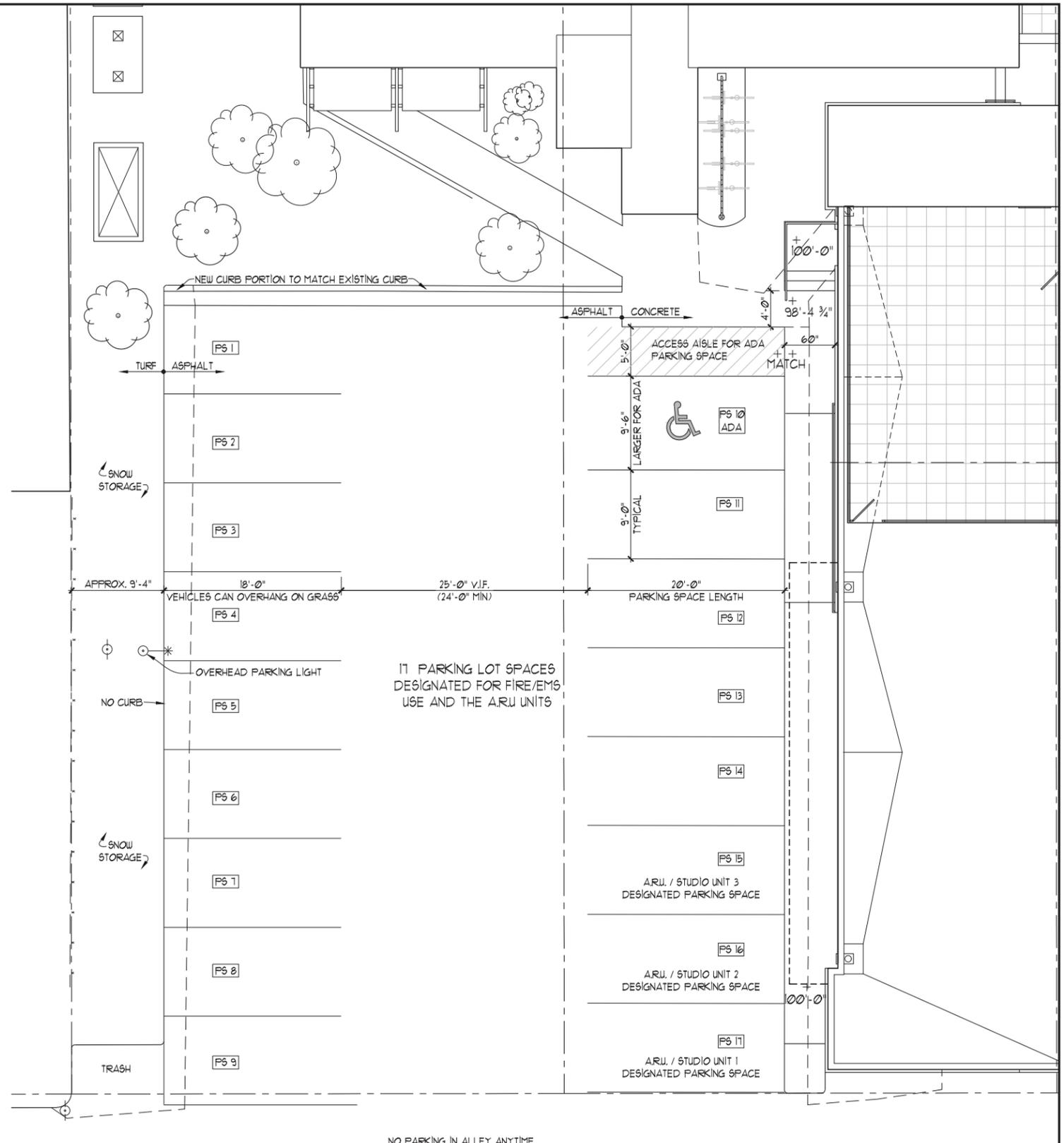
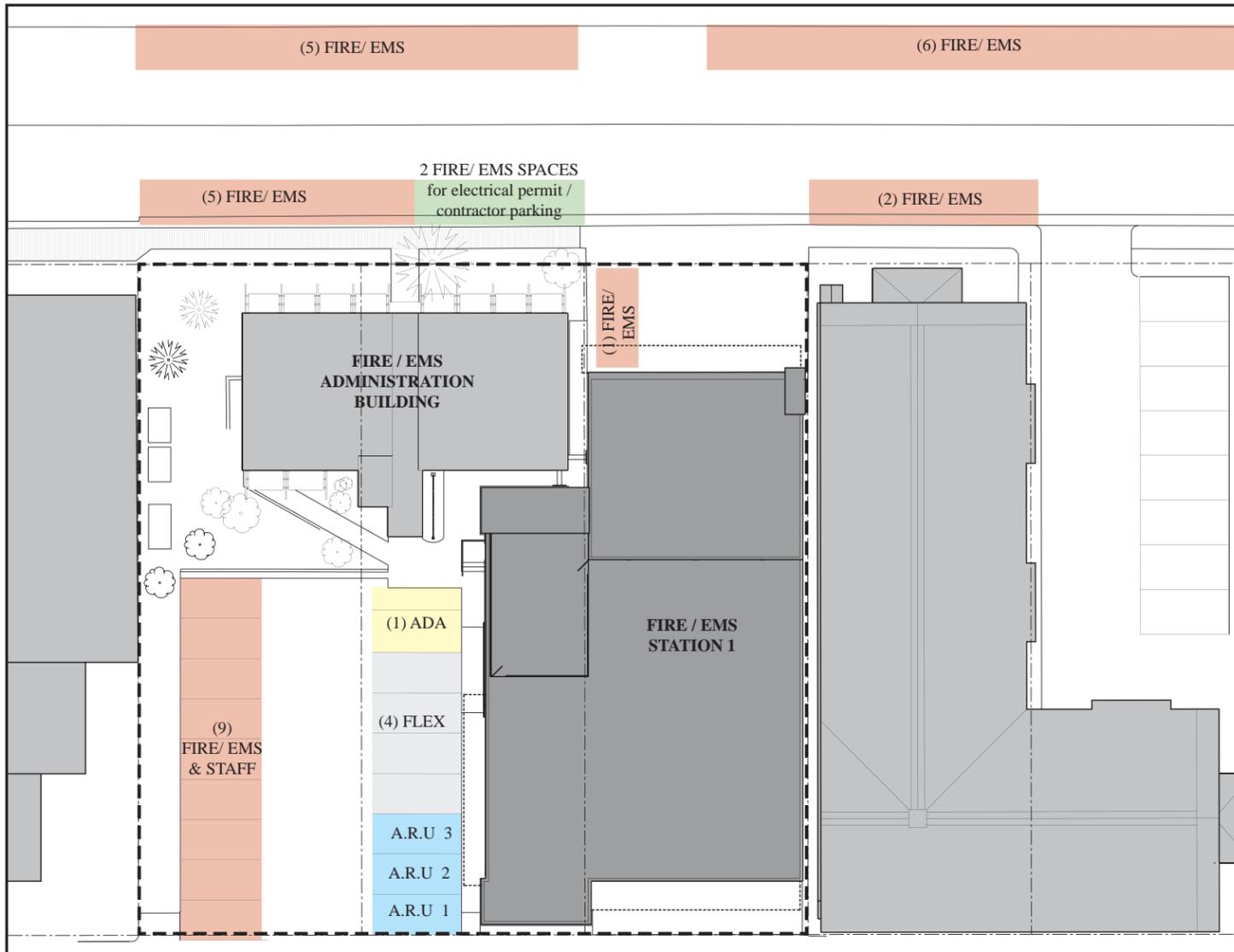
JH FIRE / EMS STATION 1 ADDITION & REMODEL

1.3 EXISTING PARKING PLAN



JIM Presentation - March 6, 2017





### JH FIRE / EMS PARKING LOADS

HOURS	EXISTING PARKING PLAN					EXISTING PARKING PLAN				
	EXPECTED VEHICLES IN FIRE/EMS PARKING LOT (17 SPACES)					EXPECTED VEHICLES ON E. PEARL STREET (18 SPACES)				
	FIRE/EMS	STAFF	PUBLIC	A.R.U.	TOTAL	VOLUNTEERS	FIRE/EMS	PUBLIC	A.R.U.	TOTAL
7:30AM-5:30PM	8	2	2	0	12 SPACES	1	VARIES	0	0	VARIES
5:30PM-7:30AM	4	5 TYP.	0	0	9 SPACES	1	1	0	0	VARIES
24/7	4	5 TYP.	0	0	9 SPACES	1	1	0	0	VARIES
PROPOSED PARKING PLAN										
7:30AM-5:30PM	8	2	2	3	15 SPACES					
5:30PM-7:30AM	4	4	0	3	11 SPACES					
24/7			N/A	3	3 MIN					
CONSTRUCTION PARKING PLAN										
7:30AM-5:30PM	0	0	0	0	0	1	5	2	0	VARIES
5:30PM-7:30AM	0	0	0	0	0	0	0	0	0	0
24/7	0	0	0	0	0	0	0	0	0	0

NO PARKING IN ALLEY ANYTIME

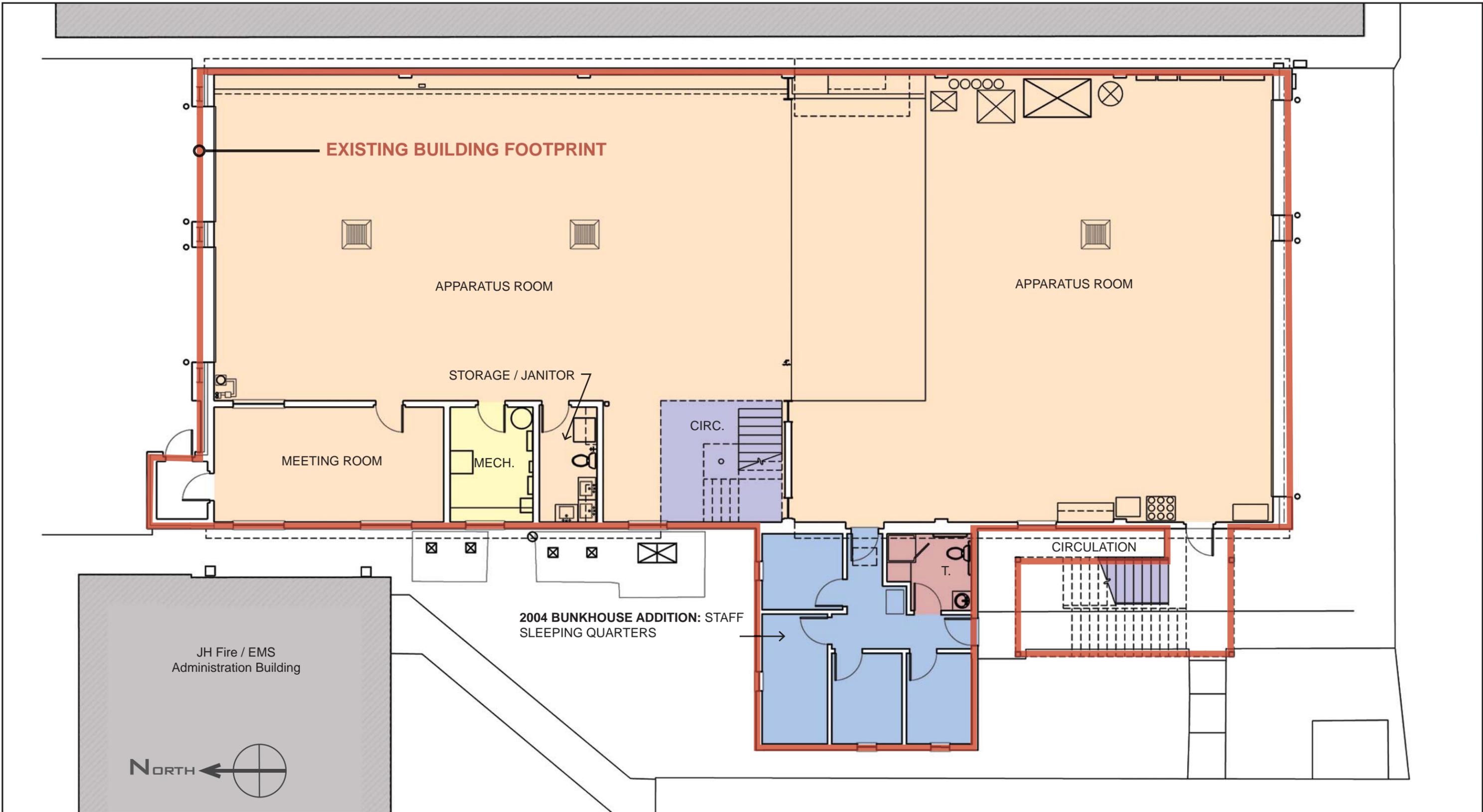
### JH FIRE / EMS STATION 1 ADDITION & REMODEL

# 1.4 SHARED PARKING PLAN

DUBBE MOULDER ARCHITECTS

JIM Presentation - March 6, 2017





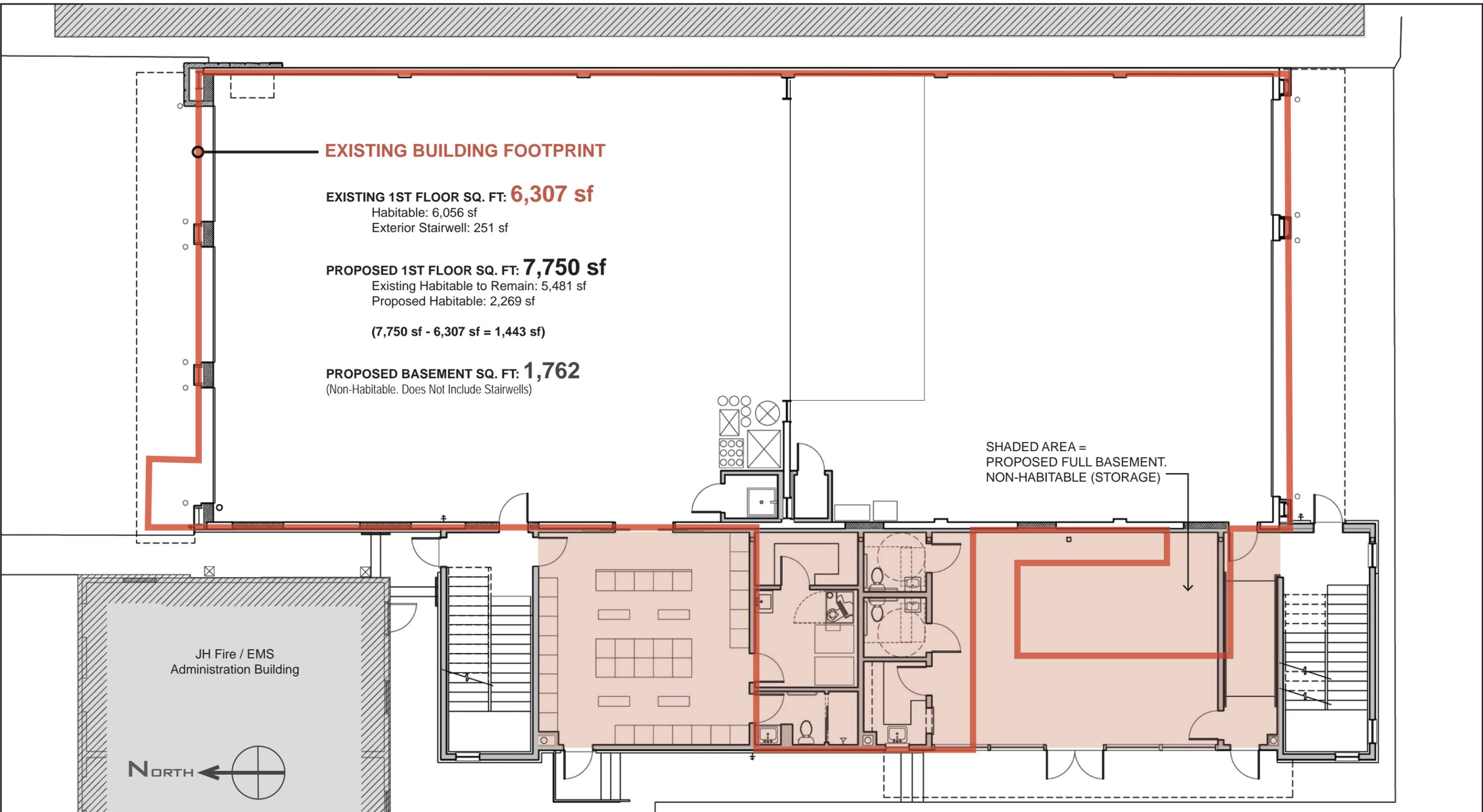
JH FIRE / EMS STATION 1 ADDITION & REMODEL

# 2.1 EXISTING FIRST FLOOR PLAN

DUBBE MOULDER ARCHITECTS

JIM Presentation - March 6, 2017





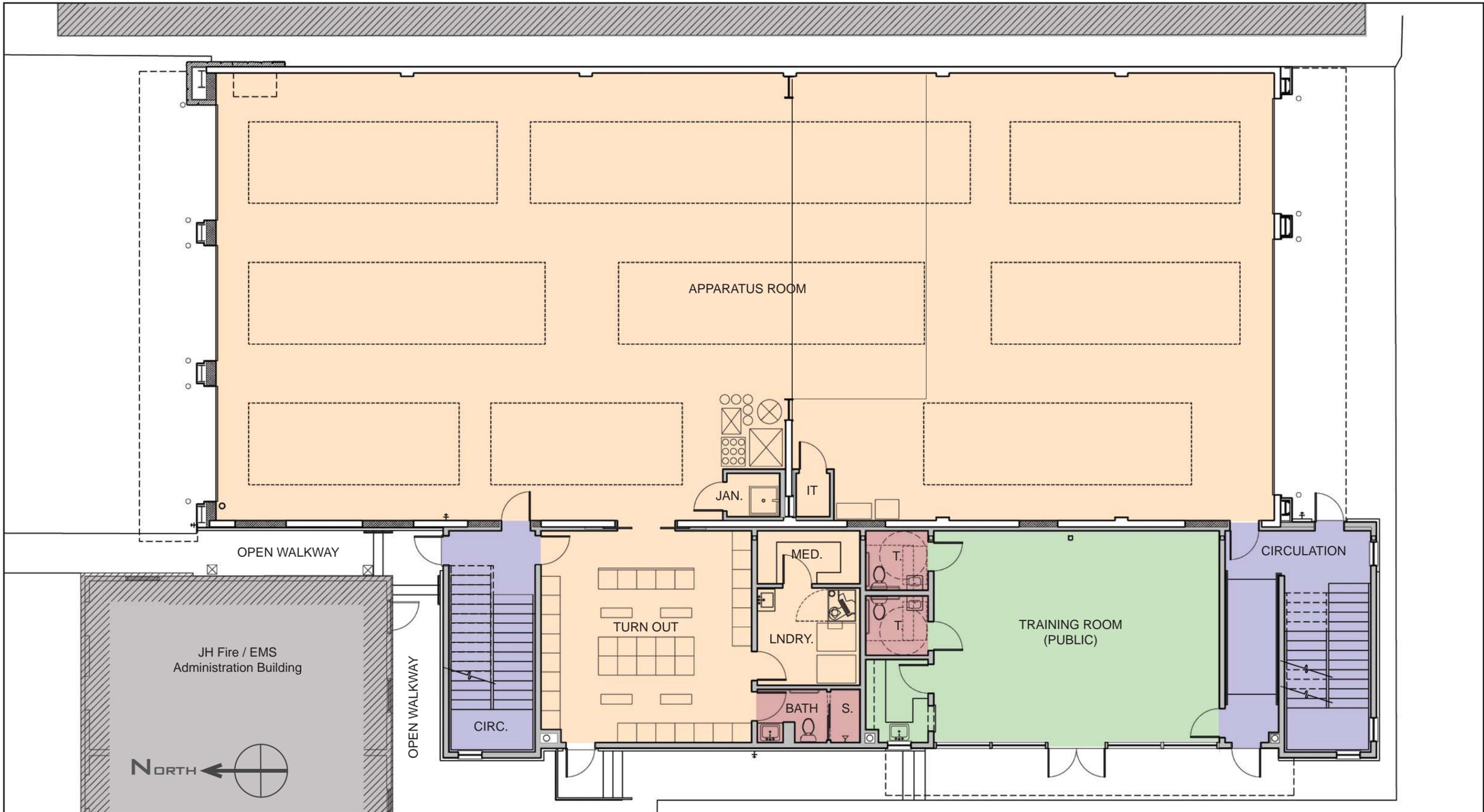
JH FIRE / EMS STATION 1 ADDITION & REMODEL

# 2.2 PROPOSED FIRST FLOOR PLAN



JIM Presentation - March 6, 2017





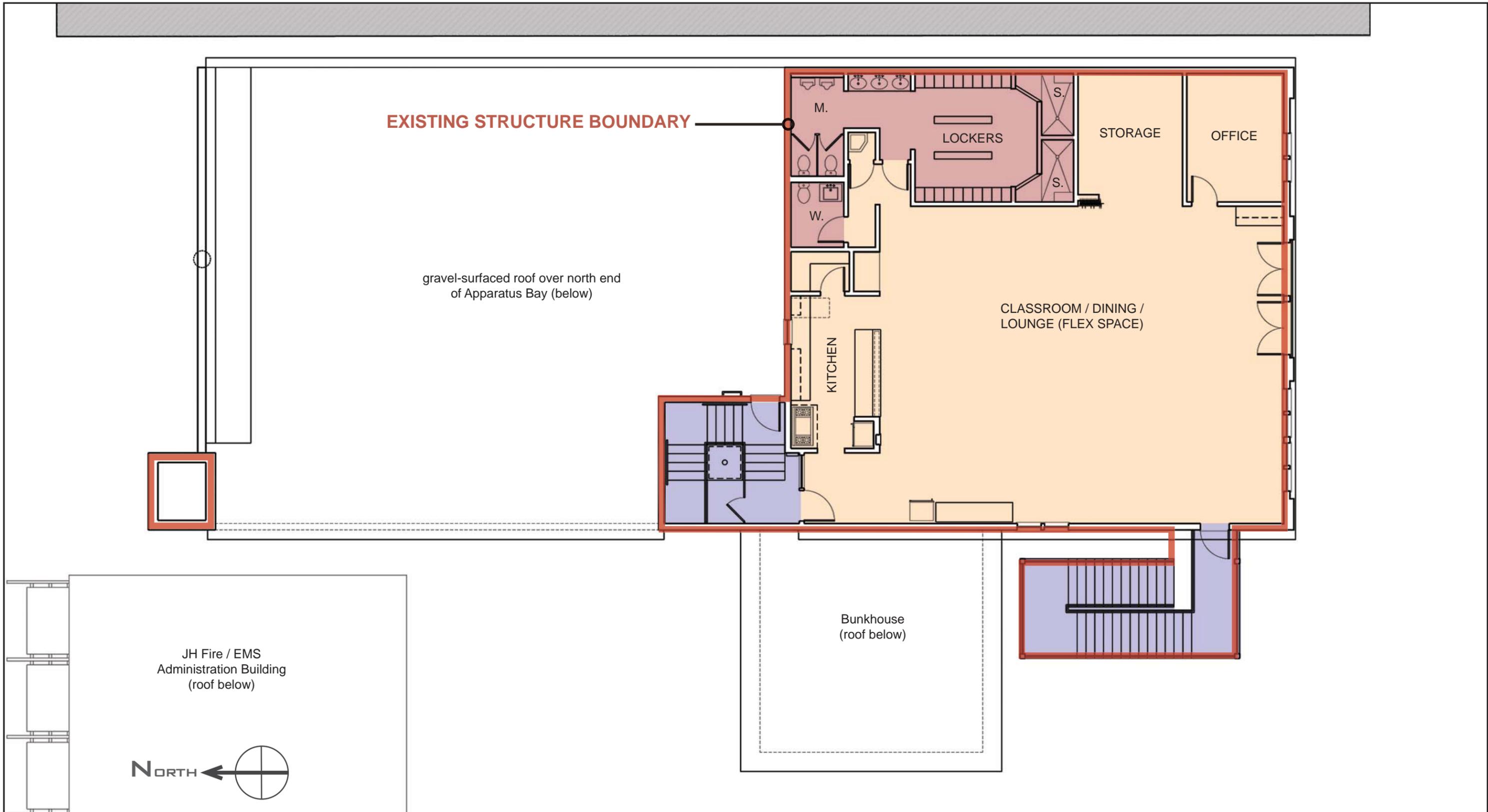
JH FIRE / EMS STATION 1 ADDITION & REMODEL

# 2.3 PROPOSED FIRST FLOOR PLAN



JIM Presentation - March 6, 2017





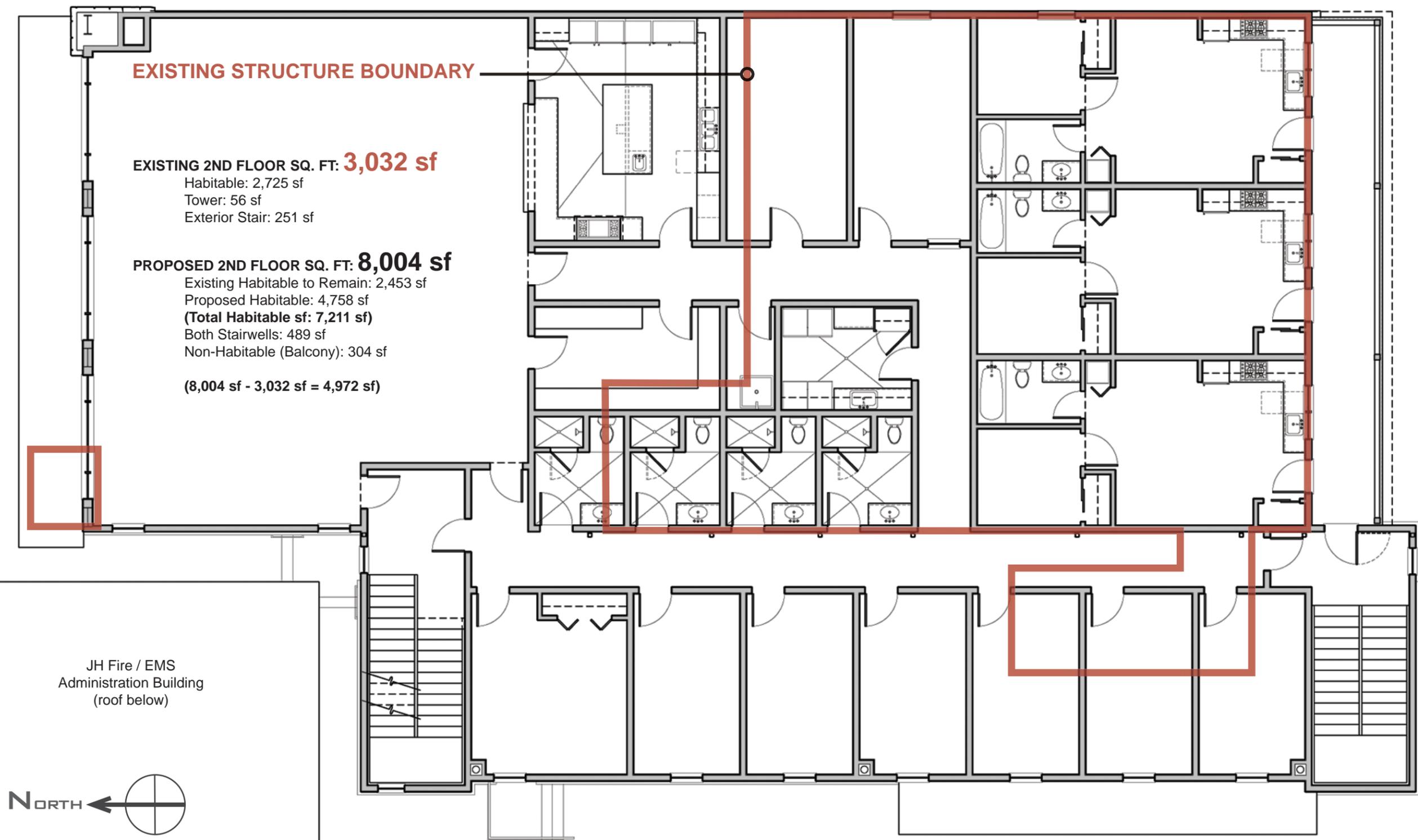
JH FIRE / EMS STATION 1 ADDITION & REMODEL

# 3.1 EXISTING SECOND FLOOR PLAN



JIM Presentation - March 6, 2017



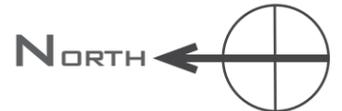


**EXISTING STRUCTURE BOUNDARY**

**EXISTING 2ND FLOOR SQ. FT: 3,032 sf**  
 Habitable: 2,725 sf  
 Tower: 56 sf  
 Exterior Stair: 251 sf

**PROPOSED 2ND FLOOR SQ. FT: 8,004 sf**  
 Existing Habitable to Remain: 2,453 sf  
 Proposed Habitable: 4,758 sf  
**(Total Habitable sf: 7,211 sf)**  
 Both Stairwells: 489 sf  
 Non-Habitable (Balcony): 304 sf  
  
**(8,004 sf - 3,032 sf = 4,972 sf)**

JH Fire / EMS  
 Administration Building  
 (roof below)



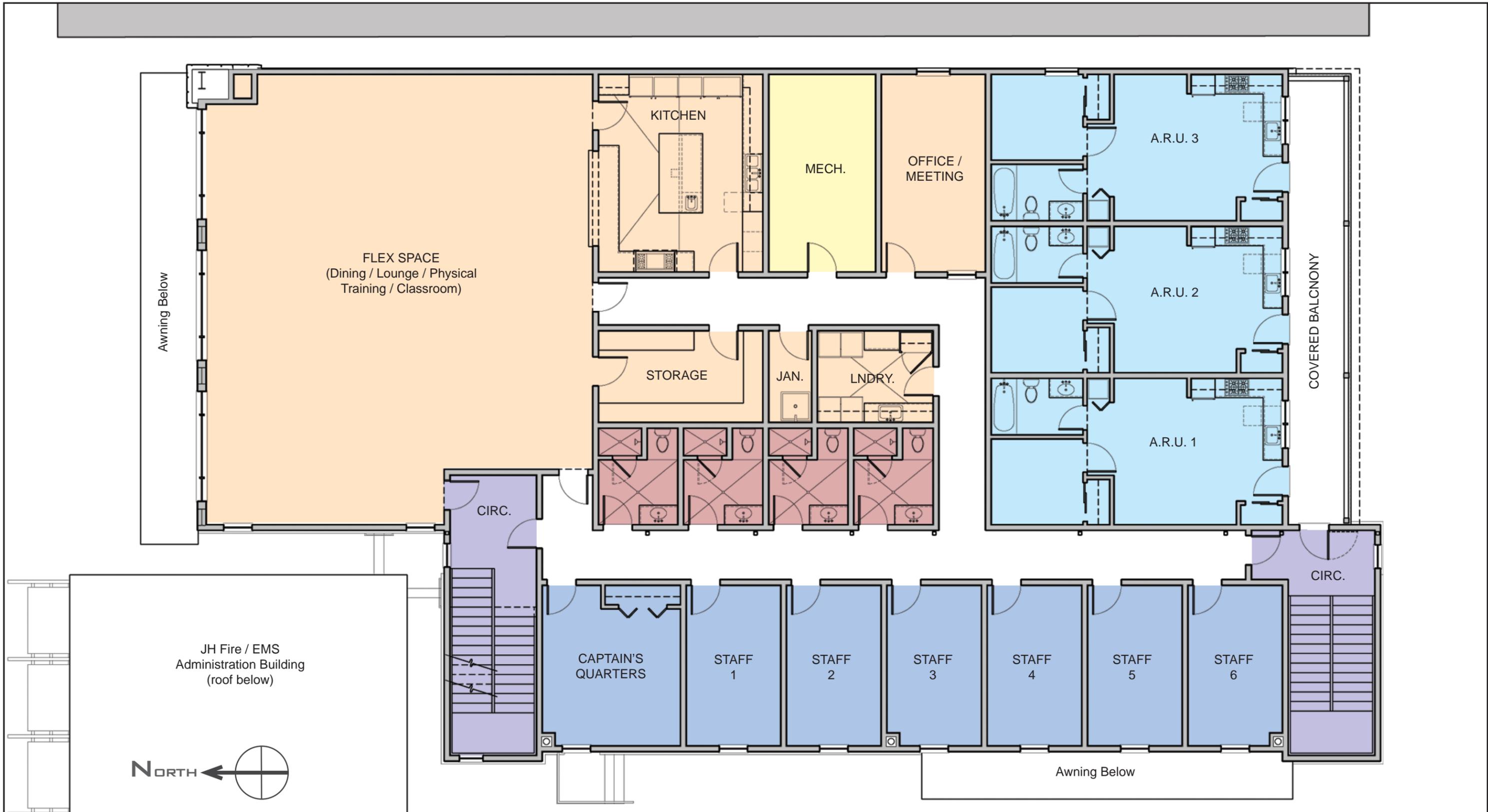
JH FIRE / EMS STATION 1 ADDITION & REMODEL

# 3.2 PROPOSED SECOND FLOOR PLAN

DUBBE MOULDER  
 ARCHITECTS

JIM Presentation - March 6, 2017





JH FIRE / EMS STATION 1 ADDITION & REMODEL

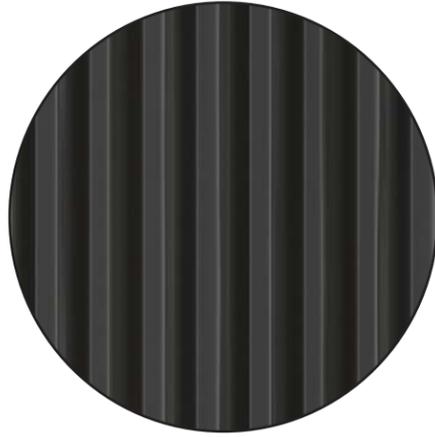
# 3.3 PROPOSED SECOND FLOOR PLAN



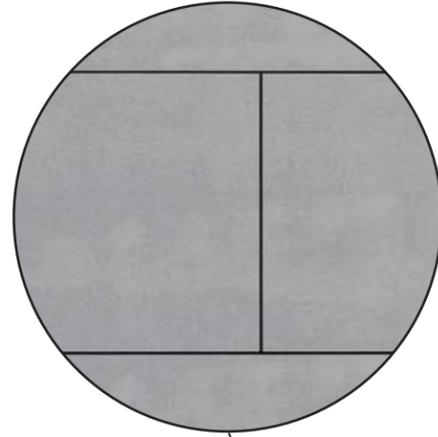
JIM Presentation - March 6, 2017



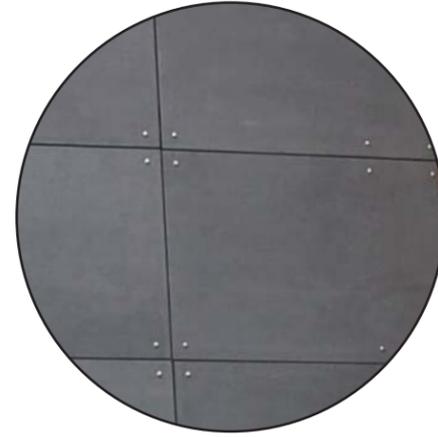
VERTICAL METAL SIDING



PREFABRICATED PANEL 1  
High Pressure Compact Laminate (HPL)



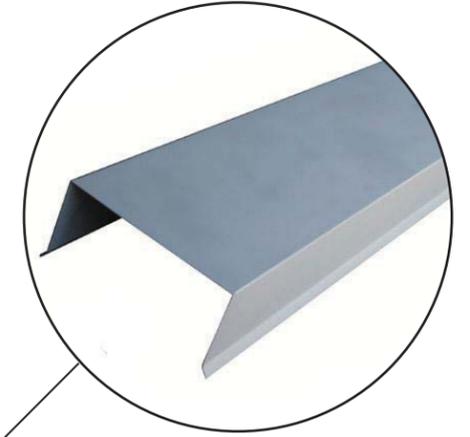
PREFABRICATED PANEL 2  
High Pressure Compact Laminate (HPL)



METAL CLAD WINDOW



METAL TRIM & FLASHING



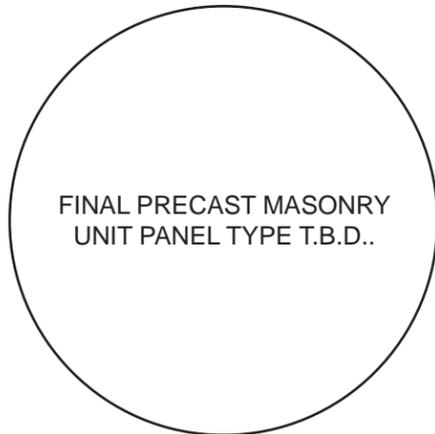
HORIZONTAL WOOD SIDING  
Ship Lap



VERTICAL WOOD SIDING,  
Random Widths Batten & Board



HOSE TOWER



FINAL PRECAST MASONRY  
UNIT PANEL TYPE T.B.D..



CONCRETE BASE



JH FIRE / EMS STATION 1 ADDITION & REMODEL

# 4.1 EXTERIOR MATERIALS

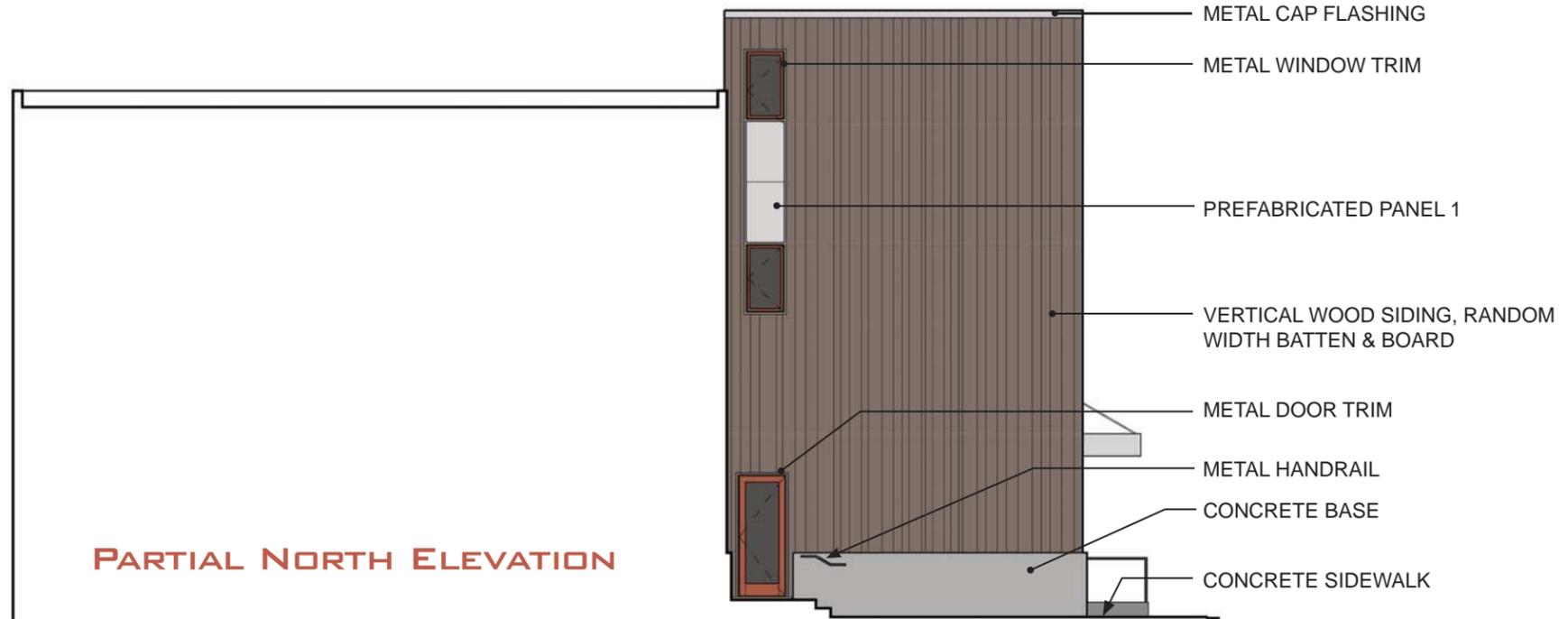


JIM Presentation - March 6, 2017





**NORTH ELEVATION**



**PARTIAL NORTH ELEVATION**

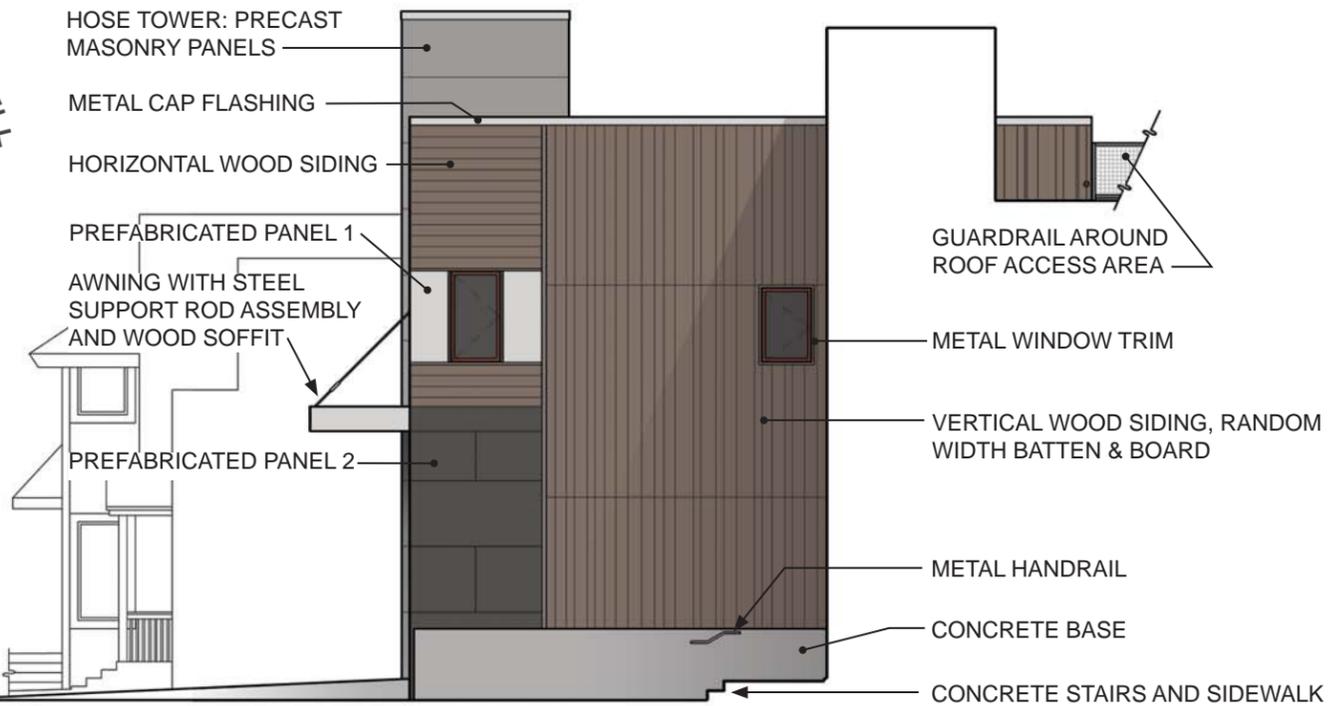
**JH FIRE / EMS STATION 1 ADDITION & REMODEL**

# 4.2 EXTERIOR ELEVATIONS

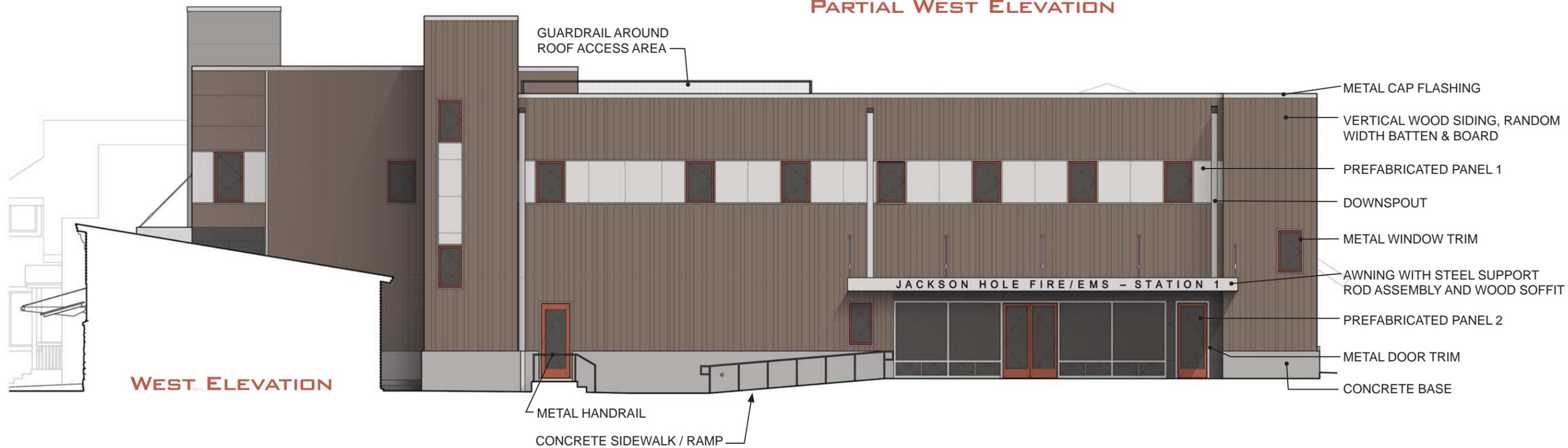
**DUBBE MOULDER**  
ARCHITECTS

JIM Presentation - March 6, 2017





**PARTIAL WEST ELEVATION**



**WEST ELEVATION**

JH FIRE / EMS STATION 1 ADDITION & REMODEL

# 4.3 EXTERIOR ELEVATIONS

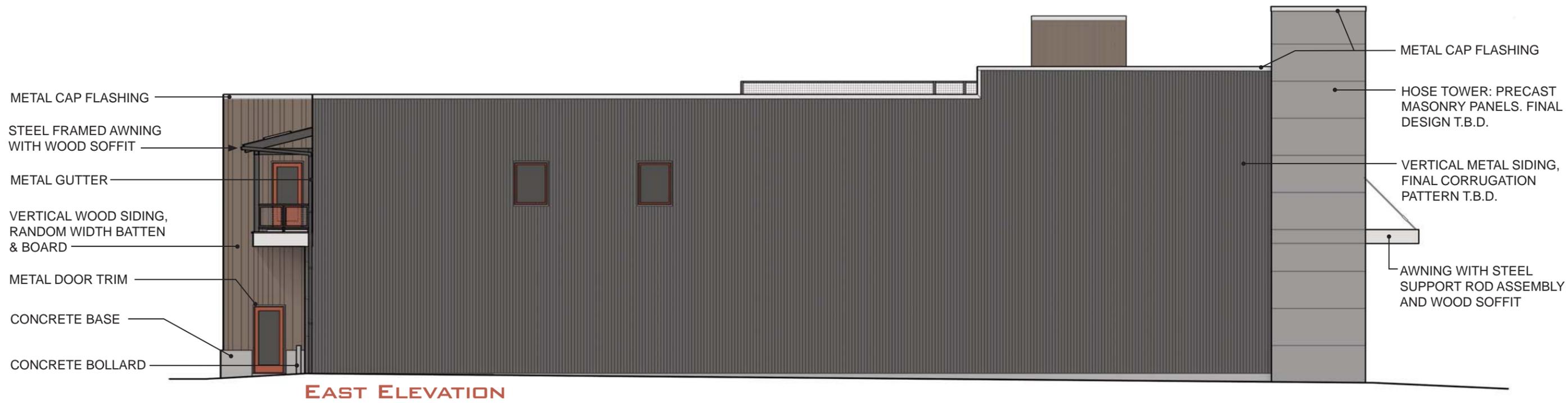


JIM Presentation - March 6, 2017





EXISTING SOUTH ELEVATION



JH FIRE / EMS STATION 1 ADDITION & REMODEL

# 4.4 EXTERIOR ELEVATIONS

DUBBE MOULDER ARCHITECTS  
JIM Presentation - March 6, 2017





PEARL STREET / NORTH ELEVATION



JH FIRE / EMS STATION 1 ADDITION & REMODEL

# 5.1 EXTERIOR MASSING PERSPECTIVES



JIM Presentation - March 6, 2017





ALLEY / SOUTH & WEST ELEVATIONS



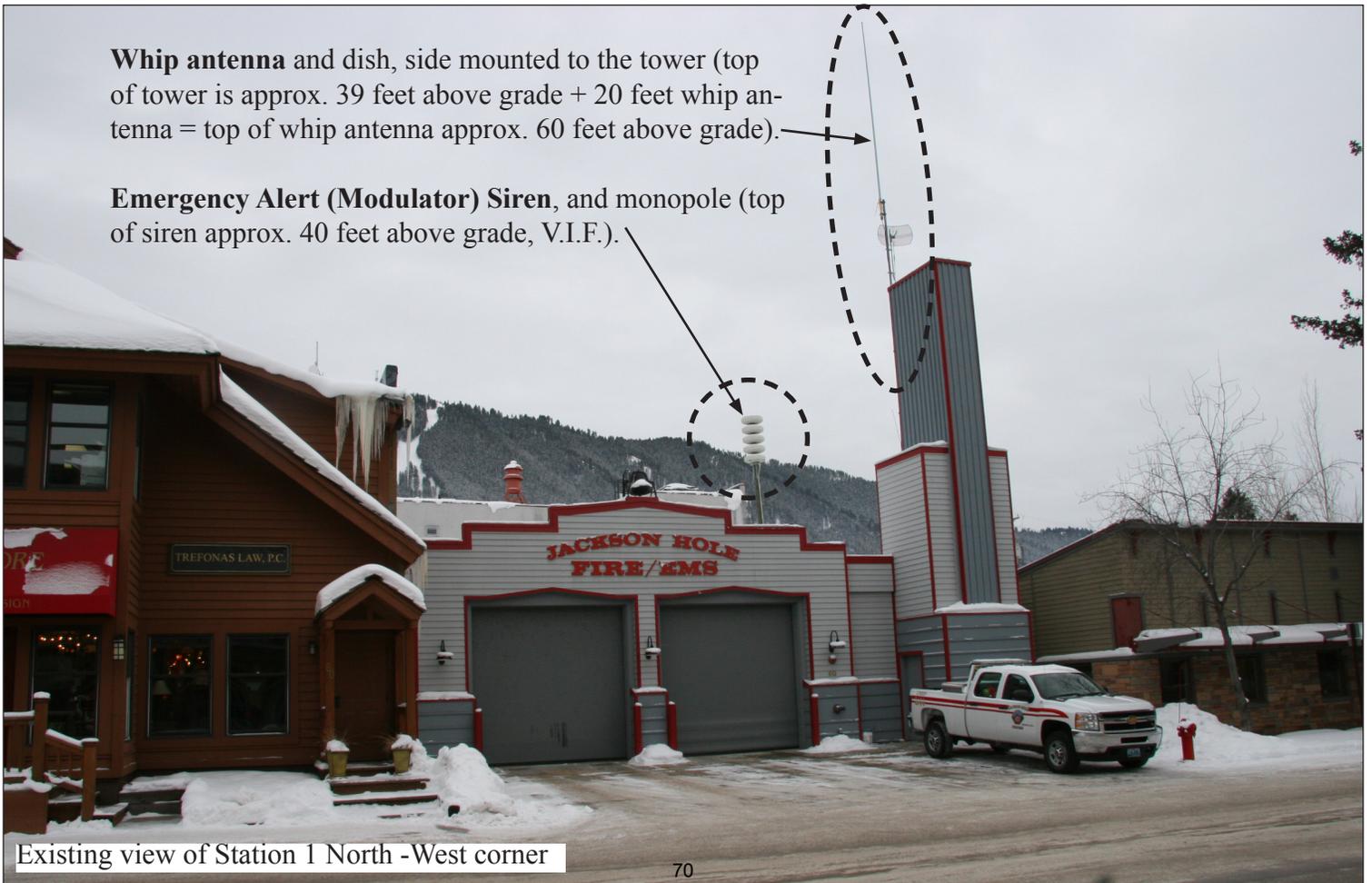
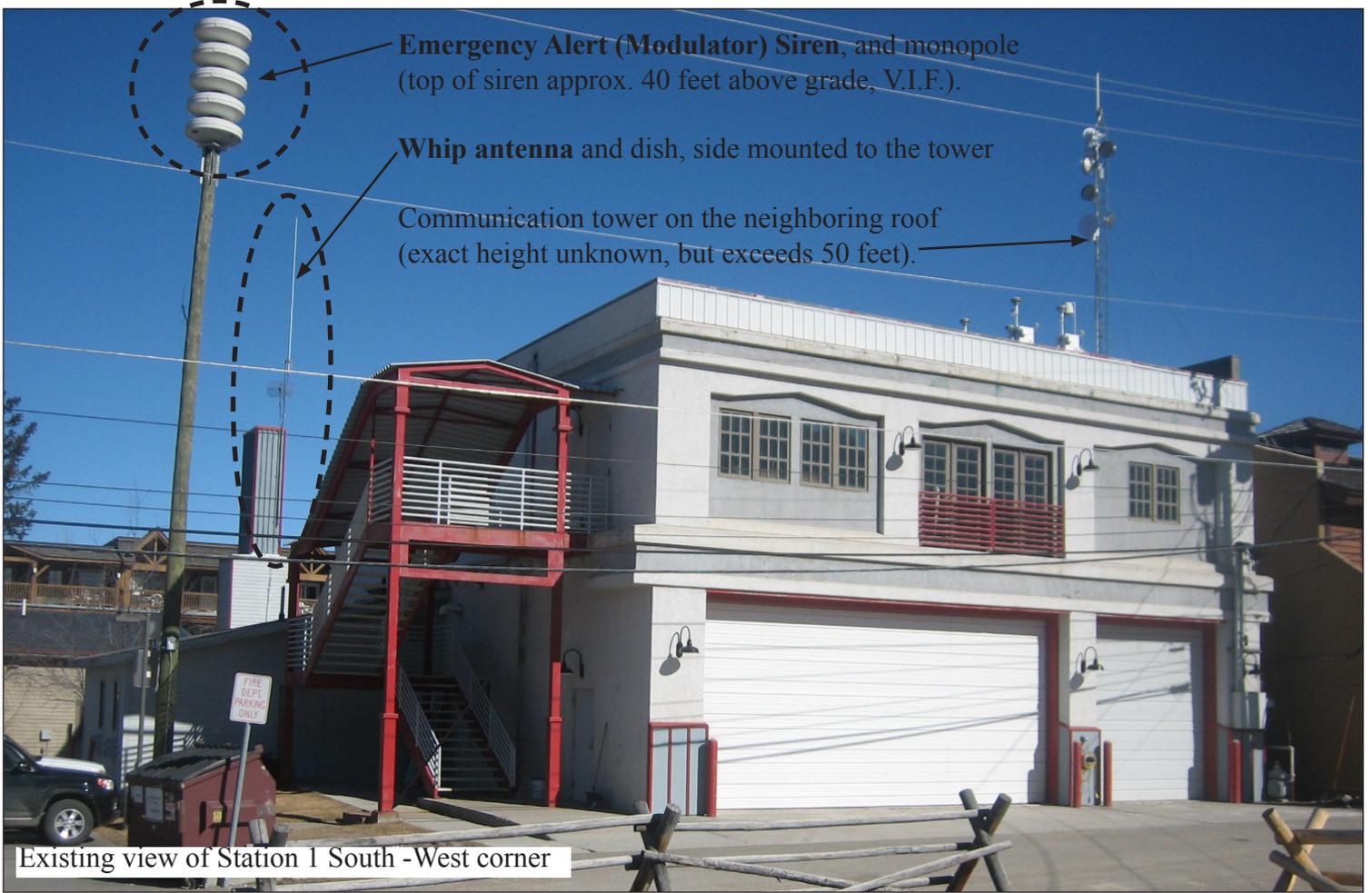
JH FIRE / EMS STATION 1 ADDITION & REMODEL

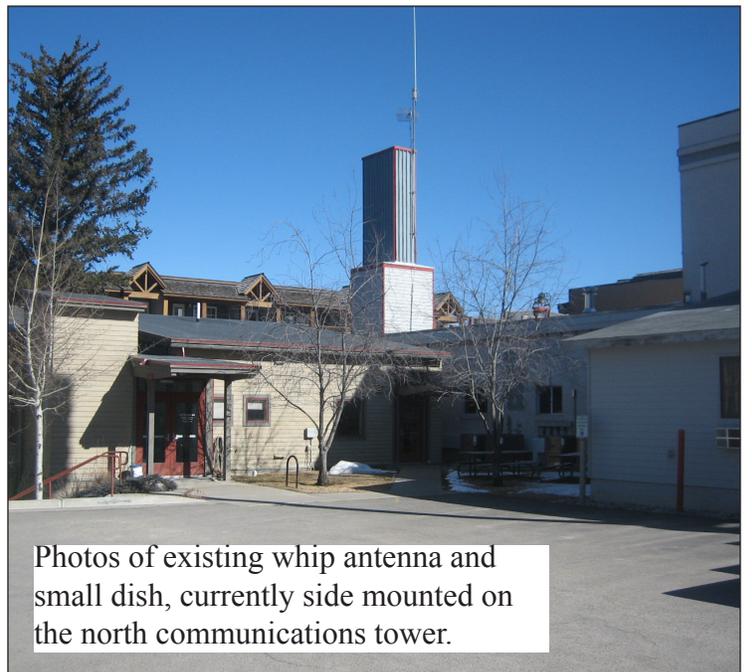
# 5.2 EXTERIOR MASSING PERSPECTIVES

DUBBE MOULDER  
ARCHITECTS

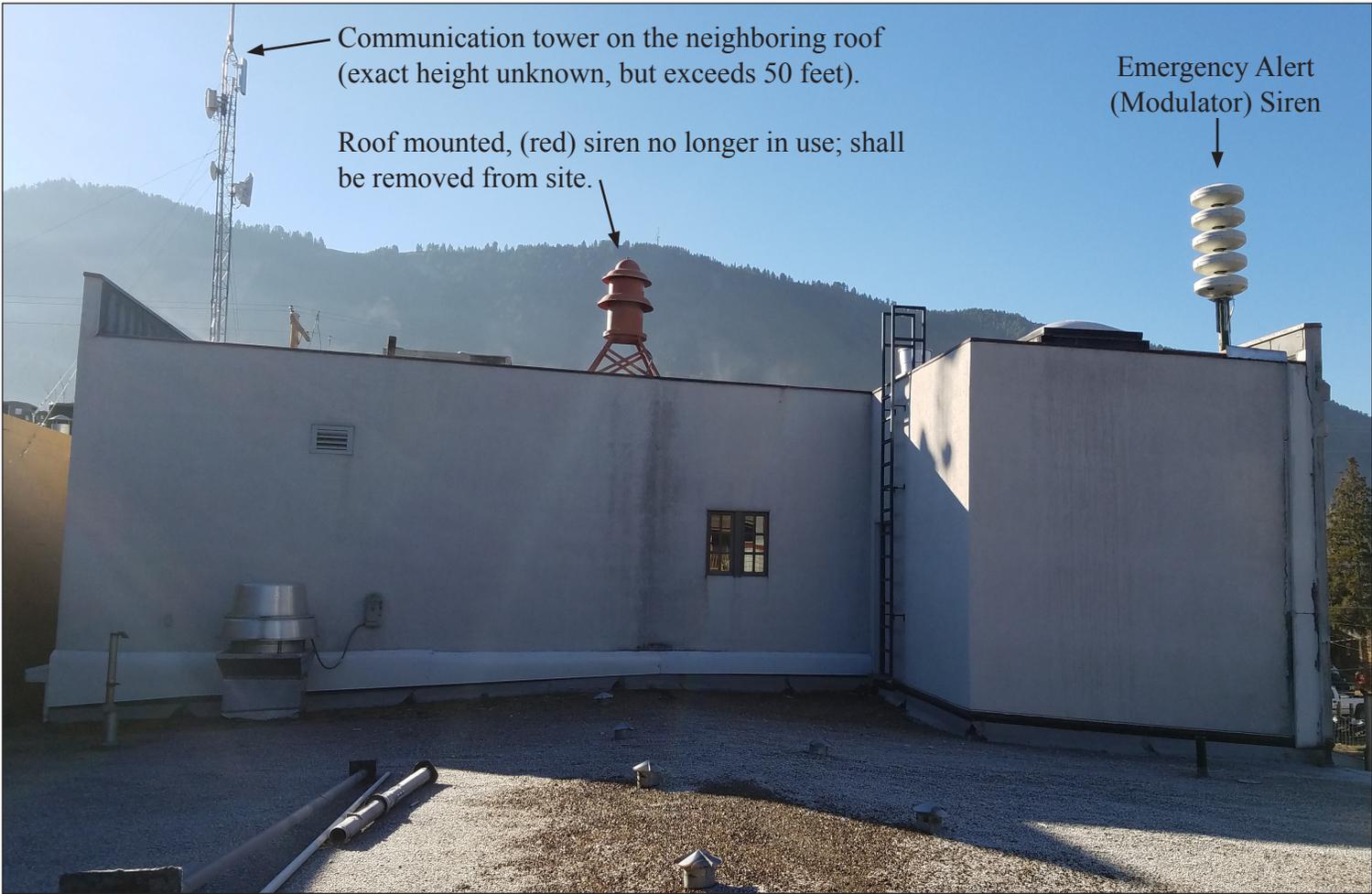
JIM Presentation - March 6, 2017





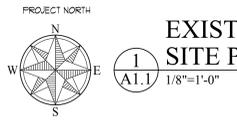
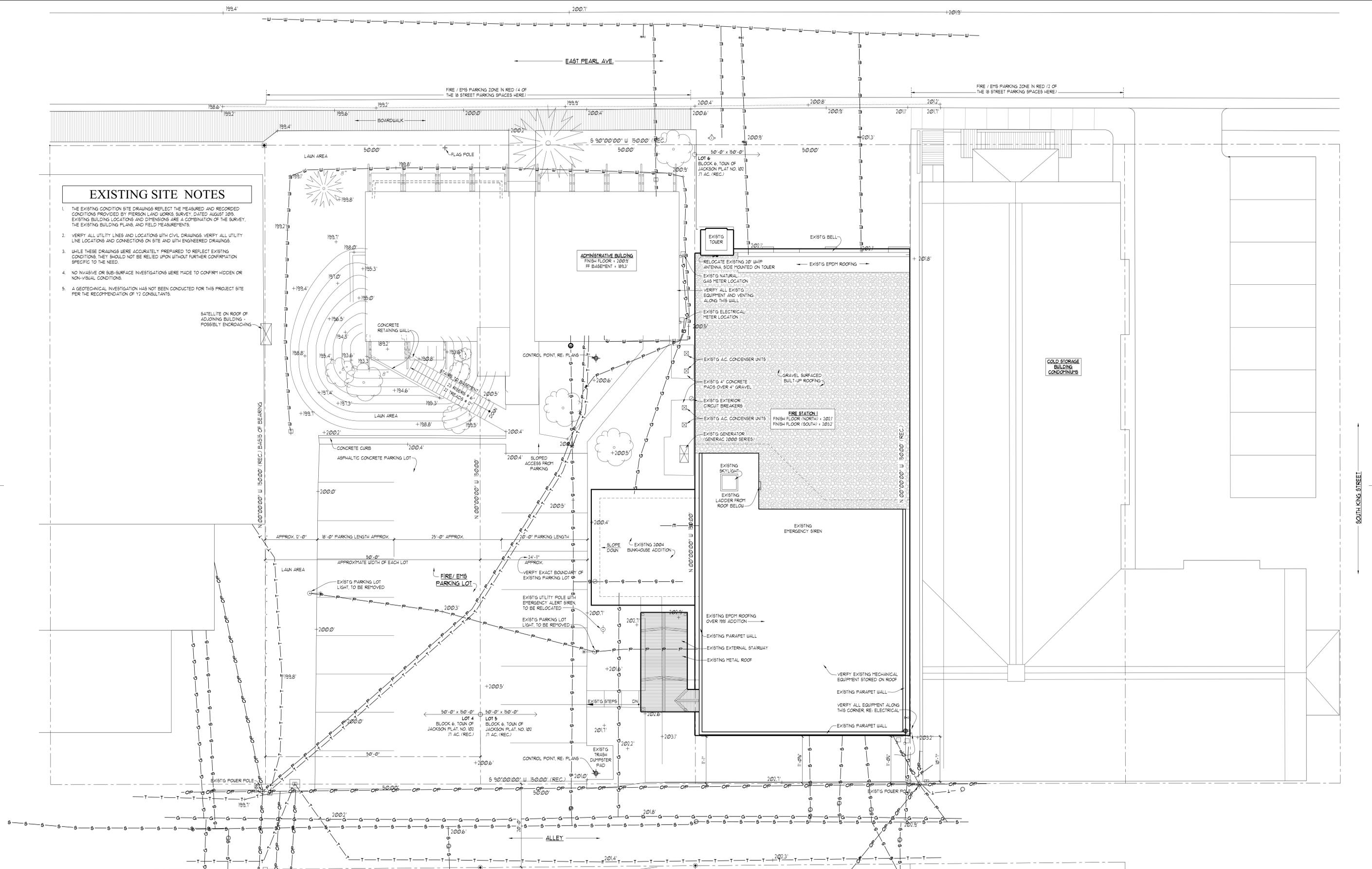


Photos of existing whip antenna and small dish, currently side mounted on the north communications tower.



**EXISTING SITE NOTES**

1. THE EXISTING CONDITION SITE DRAWINGS REFLECT THE MEASURED AND RECORDED CONDITIONS PROVIDED BY PIERSON LAND WORKS SURVEY, DATED AUGUST 2015. EXISTING BUILDING LOCATIONS AND DIMENSIONS ARE A COMBINATION OF THE SURVEY, THE EXISTING BUILDING PLANS, AND FIELD MEASUREMENTS.
2. VERIFY ALL UTILITY LINES AND LOCATIONS WITH CIVIL DRAWINGS. VERIFY ALL UTILITY LINE LOCATIONS AND CONNECTIONS ON SITE AND WITH ENGINEERED DRAWINGS.
3. WHILE THESE DRAWINGS WERE ACCURATELY PREPARED TO REFLECT EXISTING CONDITIONS, THEY SHOULD NOT BE RELIED UPON WITHOUT FURTHER CONFIRMATION SPECIFIC TO THE NEED.
4. NO INVASIVE OR SUB-SURFACE INVESTIGATIONS WERE MADE TO CONFIRM HIDDEN OR NON-VISUAL CONDITIONS.
5. A GEOTECHNICAL INVESTIGATION HAS NOT BEEN CONDUCTED FOR THIS PROJECT SITE PER THE RECOMMENDATION OF 12 CONSULTANTS.



**EXISTING SITE PLAN**

**NOT FOR CONSTRUCTION**  
**PROGRESS SET**

**JH FIRE / EMS STATION I EXPANSION**  
60 EAST PEARL AVENUE  
JACKSON, WYOMING

**DUBBE MOULDER ARCHITECTS**  
JACKSON  
1160 Alpine Lane, apt 2A  
PO BOX 9227  
Jackson, WY 83002  
PHONE: (307) 733-9551

**DRIGGS**  
37 North First East  
PO BOX 169  
Driggs, ID 83422  
PHONE: (208) 354-0151

**OWNERSHIP & USE OF DOCUMENTS**  
DRAWINGS & SPECIFICATIONS, AS INSTRUMENTS OF PROFESSIONAL SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. THESE DOCUMENTS ARE NOT TO BE LOANED, REPRODUCED, COPIED, OR USED FOR ANY PROJECT OR PURPOSES WHATSOEVER, WITHOUT THE PRIOR SPECIFIC WRITTEN AUTHORIZATION OF DUBBE-MOULDER ARCHITECTS, P.C.

**GENERAL CONTRACTOR**  
T.B.D.

**SURVEY**  
PIERSON LAND WORKS  
P.O. BOX 1143  
JACKSON, WY 83001  
307.733.5429

**CIVIL ENGINEER**  
Y2 CONSULTANTS  
P.O. BOX 2674  
215 E. SIMPSON AVE  
JACKSON, WY 83001  
307.733.2999

**STRUCTURAL ENGINEER**  
Y2 CONSULTANTS  
P.O. BOX 2674  
215 E. SIMPSON AVE  
JACKSON, WY 83001  
307.733.2999

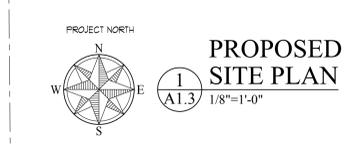
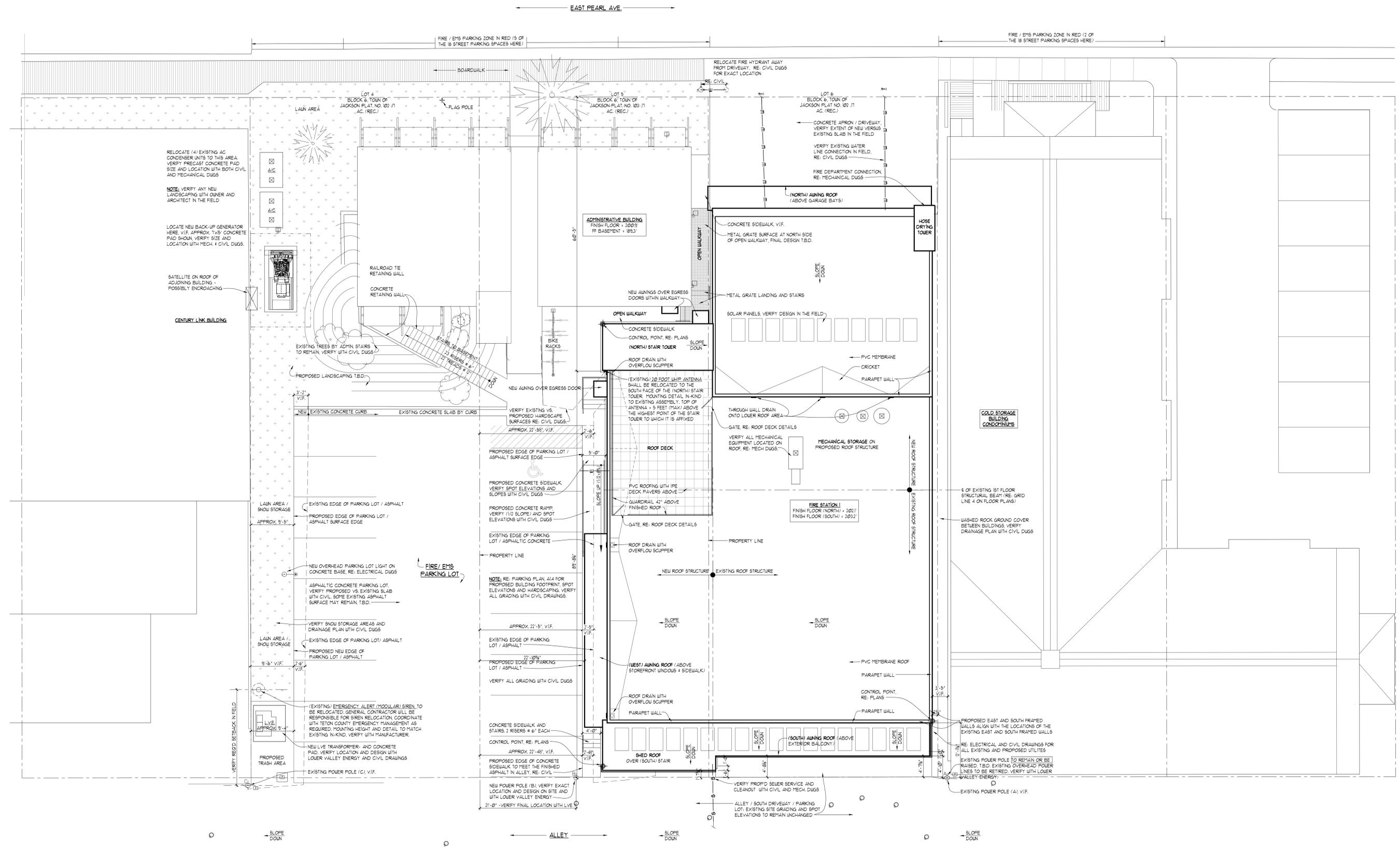
**MECHANICAL ENGINEER**  
CN ENGINEERS  
P.O. BOX 4195  
410 CACHE STREET  
JACKSON, WY 83001  
307.733.8765

**ELECTRICAL ENGINEER**  
BRADLEY ENGINEERING  
P.O. BOX 2556  
382 WALNUT ST  
IDAHO FALLS, ID 83403  
208.523.2862

**OWNERS**  
TETON COUNTY  
BOARD OF COUNTY COMMISSIONERS  
JH FIRE / EMS STATION I  
60 EAST PEARL AVENUE  
P.O. BOX 901  
JACKSON, WY 83001  
MATT REDWINE (DALLAN B. GRIFF)

Set Title: PERMIT SET	
Set Title	Set Issue Date
PRELIMINARY SET	FEBRUARY 25, 2016
PROGRESS SET	JUNE 17, 2016
PROGRESS SET	JANUARY 6, 2017
PROGRESS SET	APRIL 3, 2017
PROGRESS SET	JULY 18, 2017
DEV / CUP SET	SEPTEMBER 19, 2017
PERMIT SET	T.B.D.

Drawing Title: EXISTING SITE PLAN	
Drawn By:	Checked By:
Plot Date: DECEMBER 5, 2017	Sheet Number:
Scale: AS NOTED	<b>A1.1</b>
Project Number: 1507	



**PROPOSED SITE PLAN**  
 1  
 A1.3  
 1/8"=1'-0"

**NOT FOR CONSTRUCTION PERMIT SET**

**JH FIRE / EMS STATION 1 EXPANSION**  
 60 EAST PEARL AVENUE  
 JACKSON, WYOMING

**DUBBE MOULDER ARCHITECTS**  
 1160 Alpine Lane, Ste 2A  
 Jackson, WY 83002  
 phone: (307) 733-9551  
 37 North First East  
 Driggs, ID 83422  
 phone: (208) 354-0151

**GENERAL CONTRACTOR T.B.D.**  
**SURVEY PIERSON LAND WORKS**  
 P.O. BOX 1143  
 JACKSON, WY 83001  
 307.733.5429

**CIVIL ENGINEER Y2 CONSULTANTS**  
 P.O. BOX 2674  
 215 E. SIMPSON AVE  
 JACKSON, WY 83001  
 307.733.2999

**MECHANICAL ENGINEER CN ENGINEERS**  
 P.O. BOX 4195  
 410 CACHE STREET  
 JACKSON, WY 83001  
 307.733.8765

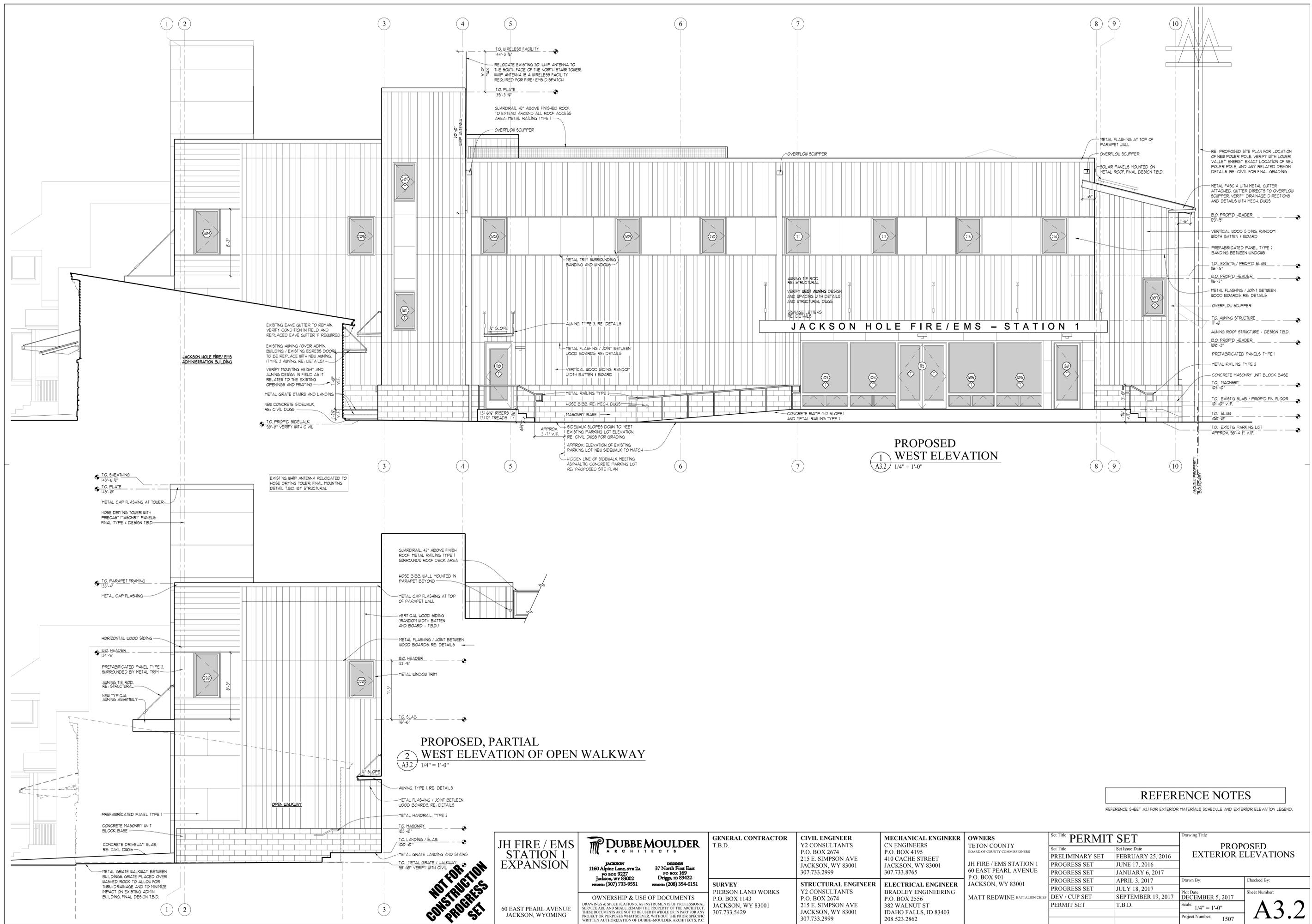
**ELECTRICAL ENGINEER BRADLEY ENGINEERING**  
 P.O. BOX 2556  
 382 WALNUT ST  
 IDAHO FALLS, ID 83403  
 208.523.2862

Set Title: PERMIT SET	
Set Title	Set Issue Date
PRELIMINARY SET	FEBRUARY 25, 2016
PROGRESS SET	JUNE 17, 2016
PROGRESS SET	JANUARY 6, 2017
PROGRESS SET	APRIL 3, 2017
PROGRESS SET	JULY 18, 2017
DEV / CUP SET	SEPTEMBER 19, 2017
PERMIT SET	T.B.D.

Drawing Title	
PROPOSED SITE PLAN	
Drawn By:	Checked By:
Plot Date:	Sheet Number:
Scale:	AS NOTED
Project Number:	1507

**A1.3**



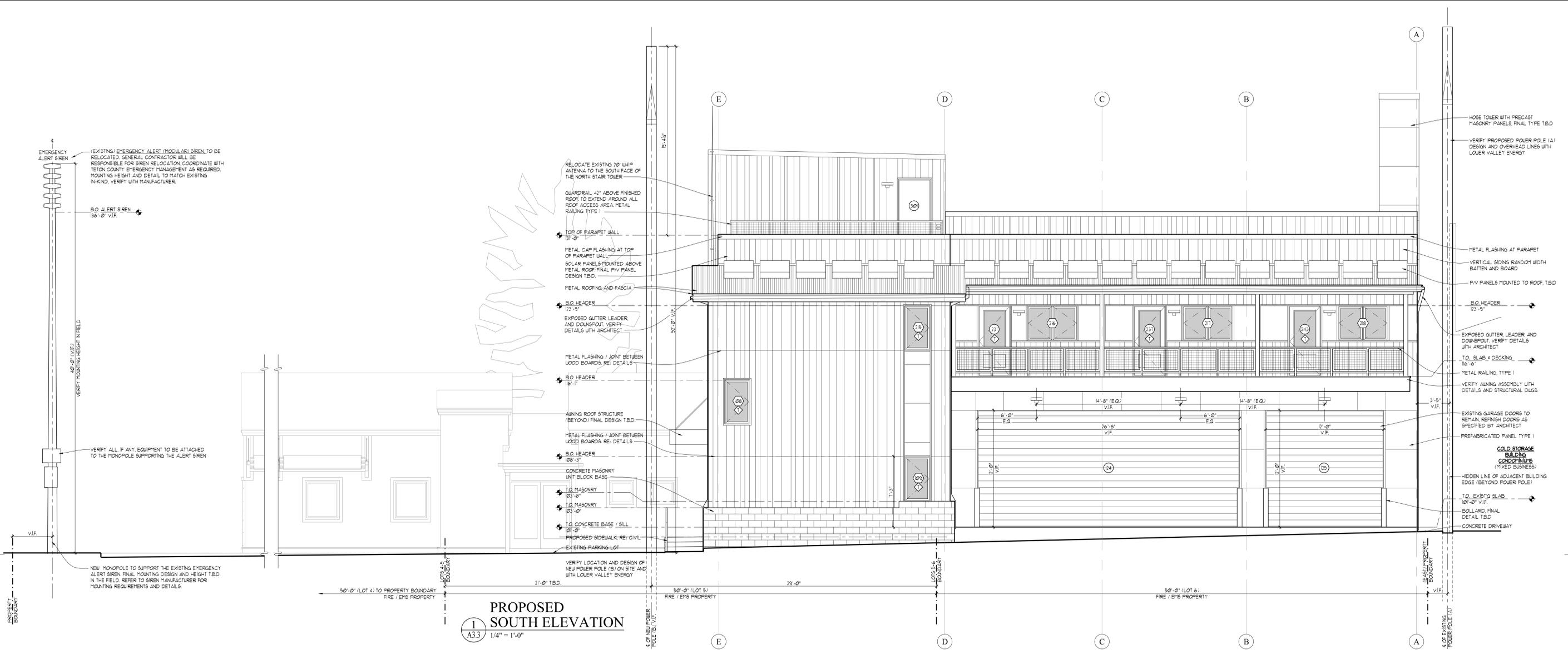


**REFERENCE NOTES**

REFERENCE SHEET A3.1 FOR EXTERIOR MATERIALS SCHEDULE AND EXTERIOR ELEVATION LEGEND.

**NOT FOR CONSTRUCTION**

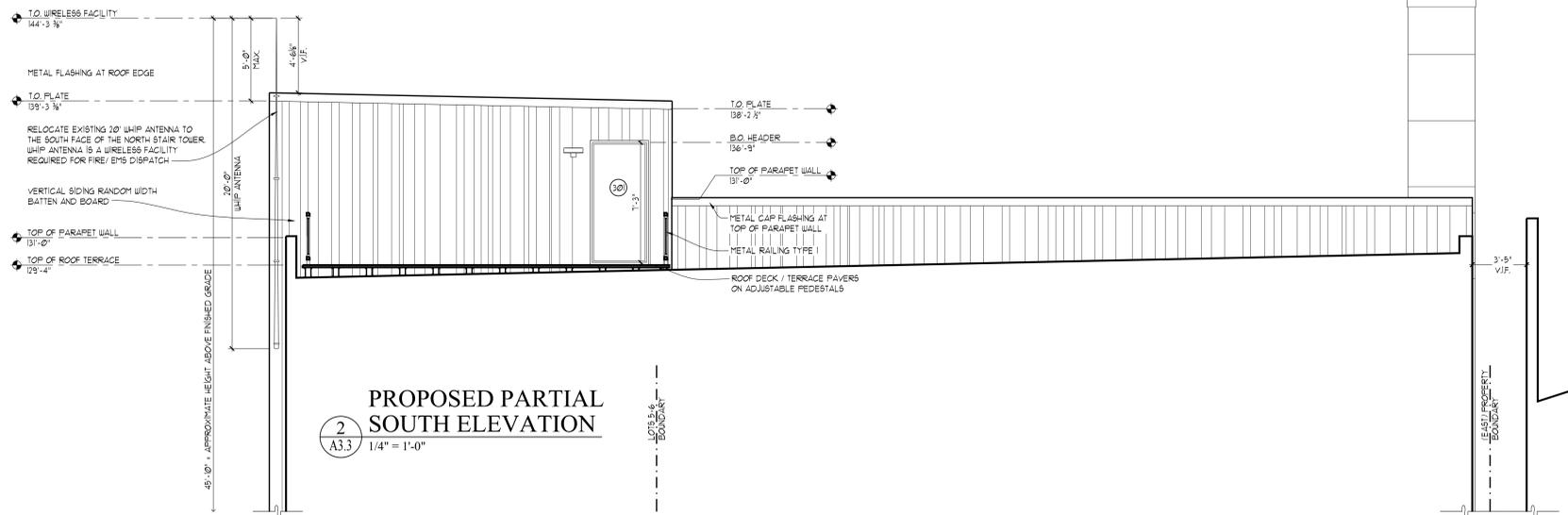
<b>JH FIRE / EMS STATION 1 EXPANSION</b> 60 EAST PEARL AVENUE JACKSON, WYOMING	<b>DUBBE MOULDER ARCHITECTS</b> JACKSON 1160 Alpine Lane, STE 2A PO BOX 9227 Jackson, WY 83002 phone: (307) 733-9551 DRIGGS 37 North First East PO BOX 169 Driggs, ID 83422 phone: (208) 354-0151	<b>GENERAL CONTRACTOR</b> T.B.D.	<b>CIVIL ENGINEER</b> Y2 CONSULTANTS P.O. BOX 2674 215 E. SIMPSON AVE JACKSON, WY 83001 307.733.2999	<b>MECHANICAL ENGINEER</b> CN ENGINEERS P.O. BOX 4195 410 CACHE STREET JACKSON, WY 83001 307.733.8765	<b>OWNERS</b> TETON COUNTY BOARD OF COUNTY COMMISSIONERS JH FIRE / EMS STATION 1 60 EAST PEARL AVENUE P.O. BOX 901 JACKSON, WY 83001 MATT REDWINE (BATTALION CHIEF)	<b>Set Title: PERMIT SET</b> Set Title: PRELIMINARY SET Set Issue Date: FEBRUARY 25, 2016 Set Title: PROGRESS SET Set Issue Date: JUNE 17, 2016 Set Title: PROGRESS SET Set Issue Date: JANUARY 6, 2017 Set Title: PROGRESS SET Set Issue Date: APRIL 3, 2017 Set Title: PROGRESS SET Set Issue Date: JULY 18, 2017 Set Title: DEV / CUP SET Set Issue Date: SEPTEMBER 19, 2017 Set Title: PERMIT SET Set Issue Date: T.B.D.	<b>Drawing Title: PROPOSED EXTERIOR ELEVATIONS</b> Drawn By: Checked By: Plot Date: DECEMBER 5, 2017 Scale: 1/4" = 1'-0" Project Number: 1507
		<b>SURVEY</b> PIERSON LAND WORKS P.O. BOX 1143 JACKSON, WY 83001 307.733.5429	<b>STRUCTURAL ENGINEER</b> Y2 CONSULTANTS P.O. BOX 2674 215 E. SIMPSON AVE JACKSON, WY 83001 307.733.2999	<b>ELECTRICAL ENGINEER</b> BRADLEY ENGINEERING P.O. BOX 2556 382 WALNUT ST IDAHO FALLS, ID 83403 208.523.2862	<b>Ownership &amp; Use of Documents</b> DRAWINGS & SPECIFICATIONS, AS INSTRUMENTS OF PROFESSIONAL SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. THESE DOCUMENTS ARE NOT TO BE REPRODUCED, COPIED, OR IN PART FOR ANY PROJECT OR PURPOSES WHATSOEVER, WITHOUT THE PRIOR SPECIFIC WRITTEN AUTHORIZATION OF DUBBE-MOULDER ARCHITECTS, P.C.	<b>Sheet Number: A3.2</b>	



**PROPOSED SOUTH ELEVATION**  
 1  
 A3.3 1/4" = 1'-0"

**REFERENCE NOTES**

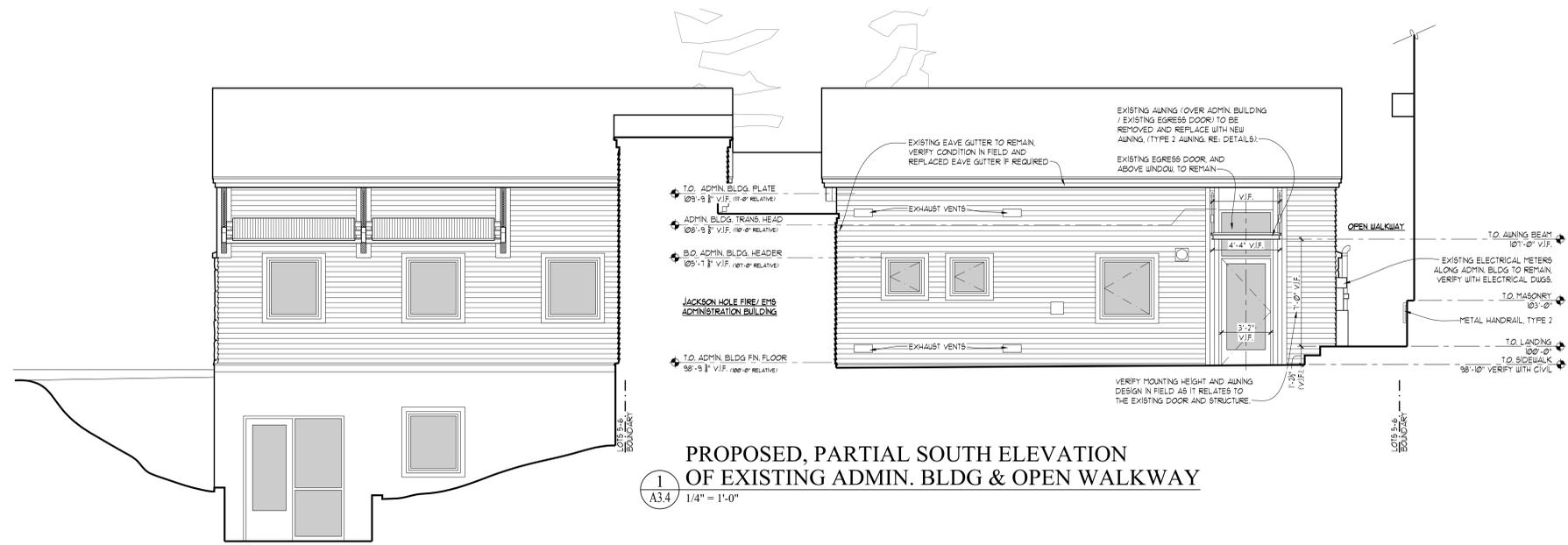
REFERENCE SHEET A31 FOR EXTERIOR MATERIALS SCHEDULE AND EXTERIOR ELEVATION LEGEND.



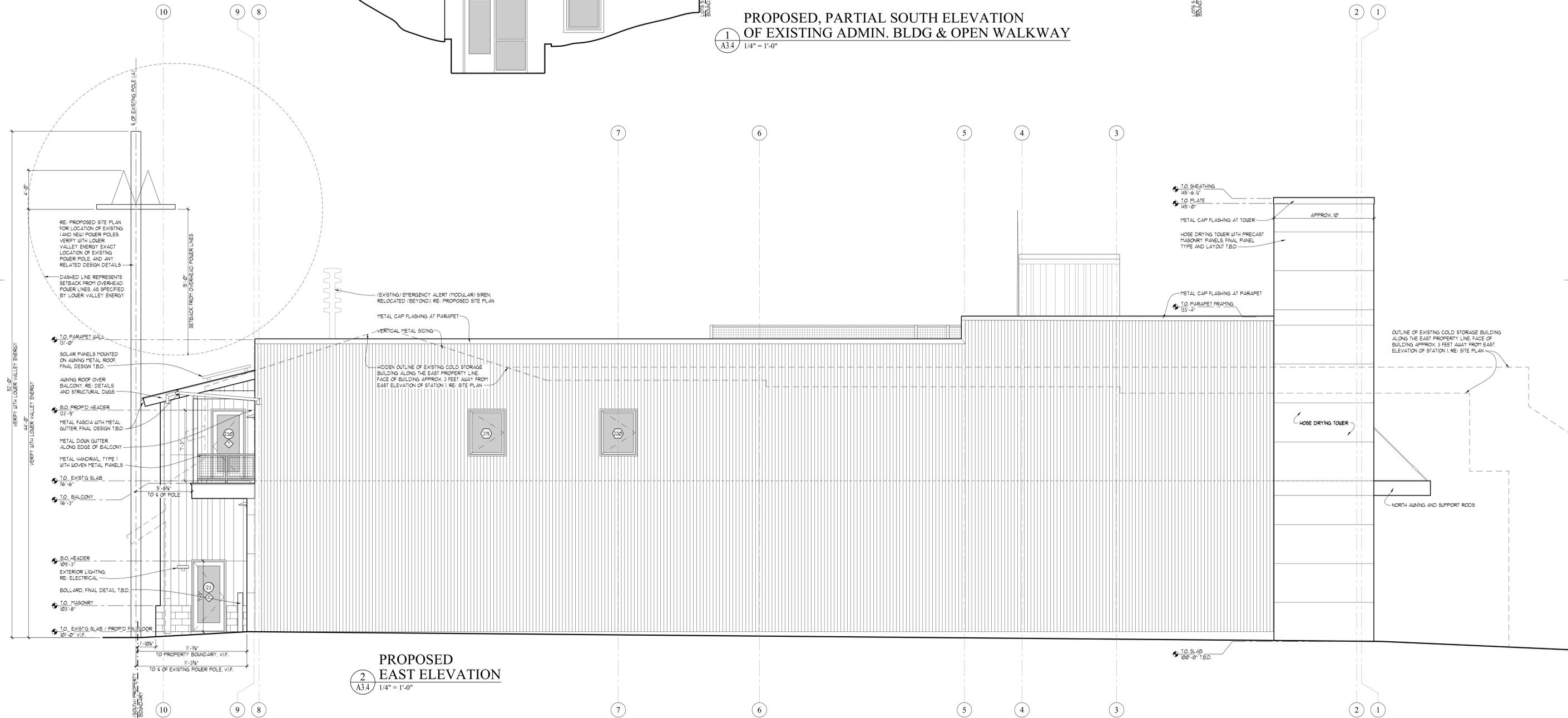
**PROPOSED PARTIAL SOUTH ELEVATION**  
 2  
 A3.3 1/4" = 1'-0"

**NOT FOR CONSTRUCTION**  
**PROGRESS SET**

<b>JH FIRE / EMS STATION 1 EXPANSION</b> 60 EAST PEARL AVENUE JACKSON, WYOMING	<b>DUBBE MOULDER ARCHITECTS</b> JACKSON 1160 Alpine Lane, STE 2A PO BOX 9227 Jackson, WY 83002 phone: (307) 733-9551	<b>GENERAL CONTRACTOR</b> T.B.D.	<b>CIVIL ENGINEER</b> Y2 CONSULTANTS P.O. BOX 2674 215 E. SIMPSON AVE JACKSON, WY 83001 307.733.2999	<b>MECHANICAL ENGINEER</b> CN ENGINEERS P.O. BOX 4195 410 CACHE STREET JACKSON, WY 83001 307.733.8765	<b>OWNERS</b> TETON COUNTY BOARD OF COUNTY COMMISSIONERS JH FIRE / EMS STATION 1 60 EAST PEARL AVENUE P.O. BOX 901 JACKSON, WY 83001 MATT REDWINE (BATTALION CHIEF)	<b>Set Title: PERMIT SET</b>		Drawing Title <b>PROPOSED EXTERIOR ELEVATIONS</b>
						<b>OWNER'S REPRESENTATIVE</b> MATT REDWINE (BATTALION CHIEF)	Set Issue Date FEBRUARY 25, 2016	
<b>OWNER'S REPRESENTATIVE</b> MATT REDWINE (BATTALION CHIEF)	<b>OWNER'S REPRESENTATIVE</b> MATT REDWINE (BATTALION CHIEF)	<b>OWNER'S REPRESENTATIVE</b> MATT REDWINE (BATTALION CHIEF)	<b>OWNER'S REPRESENTATIVE</b> MATT REDWINE (BATTALION CHIEF)	<b>OWNER'S REPRESENTATIVE</b> MATT REDWINE (BATTALION CHIEF)	<b>OWNER'S REPRESENTATIVE</b> MATT REDWINE (BATTALION CHIEF)	PRELIMINARY SET FEBRUARY 25, 2016	Plot Date: DECEMBER 5, 2017	Sheet Number: <b>A3.3</b>
						PROGRESS SET JANUARY 6, 2017	Scale: 1/4" = 1'-0"	



**PROPOSED, PARTIAL SOUTH ELEVATION  
OF EXISTING ADMIN. BLDG & OPEN WALKWAY**  
1  
A3.4 1/4" = 1'-0"



**PROPOSED  
EAST ELEVATION**  
2  
A3.4 1/4" = 1'-0"

**REFERENCE NOTES**  
REFERENCE SHEET A3.1 FOR EXTERIOR MATERIALS SCHEDULE AND EXTERIOR ELEVATION LEGEND.

**NOT FOR  
CONSTRUCTION  
SET**

<b>JH FIRE / EMS STATION 1 EXPANSION</b>  60 EAST PEARL AVENUE JACKSON, WYOMING	<b>DUBBE MOULDER ARCHITECTS</b>  JACKSON 1160 Alpine Lane, STE 2A PO BOX 9227 Jackson, WY 83002 PHONE: (307) 733-9551  DRIGGS 37 North First East PO BOX 169 Driggs, ID 83422 PHONE: (208) 354-0151  OWNERSHIP & USE OF DOCUMENTS DRAWINGS & SPECIFICATIONS, AS INSTRUMENTS OF PROFESSIONAL SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. THESE DOCUMENTS ARE NOT TO BE LOANED, REPRODUCED, COPIED, OR IN ANY PART OR PURPOSE WHATSOEVER, WITHOUT THE PRIOR SPECIFIC WRITTEN AUTHORIZATION OF DUBBE-MOULDER ARCHITECTS, P.C.	<b>GENERAL CONTRACTOR</b> T.B.D.	<b>CIVIL ENGINEER</b> Y2 CONSULTANTS P.O. BOX 2674 215 E. SIMPSON AVE JACKSON, WY 83001 307.733.2999	<b>MECHANICAL ENGINEER</b> CN ENGINEERS P.O. BOX 4195 410 CACHE STREET JACKSON, WY 83001 307.733.8765	<b>OWNERS</b> TETON COUNTY BOARD OF COUNTY COMMISSIONERS  JH FIRE / EMS STATION 1 60 EAST PEARL AVENUE P.O. BOX 901 JACKSON, WY 83001  MATT REDWINE (BATTALION CHIEF)	<b>Set Title: PERMIT SET</b> Set Title: PRELIMINARY SET Set Issue Date: FEBRUARY 25, 2016 Set Issue Date: JUNE 17, 2016 Set Issue Date: JANUARY 6, 2017 Set Issue Date: APRIL 3, 2017 Set Issue Date: JULY 18, 2017 Set Issue Date: SEPTEMBER 19, 2017 Set Issue Date: T.B.D.	<b>PROPOSED EXTERIOR ELEVATIONS</b>  Drawn By: Checked By: Plot Date: DECEMBER 5, 2017 Scale: 1/4" = 1'-0" Project Number: 1507
		<b>SURVEY</b> PIERSON LAND WORKS P.O. BOX 1143 JACKSON, WY 83001 307.733.5429	<b>STRUCTURAL ENGINEER</b> Y2 CONSULTANTS P.O. BOX 2674 215 E. SIMPSON AVE JACKSON, WY 83001 307.733.2999	<b>ELECTRICAL ENGINEER</b> BRADLEY ENGINEERING P.O. BOX 2556 382 WALNUT ST IDAHO FALLS, ID 83403 208.523.2862	<b>PERMIT SET</b>	<b>A3.4</b>	

**Town of Jackson  
Project Plan Review History**

**PLANNING**

<b>Project Number</b>	P17-166	<b>Applied</b>	9/28/2017	STOL
<b>Project Name</b>	Fire Station #1 - Dev Plan	<b>Approved</b>		
<b>Type</b>	DEVPLAN	<b>Closed</b>		
<b>Subtype</b>	PHYSICAL DEVELOPMENT	<b>Expired</b>		
<b>Status</b>	STAFF REVIEW	<b>Status</b>		

<b>Applicant</b> Mackenzie King	<b>Owner</b>	Teton County Board of Commissioners
---------------------------------	--------------	-------------------------------------

<b>Site Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
60 E PEARL AVENUE	JACKSON	WY	83001

<b>Subdivision</b>	<b>Parcel No</b>	<b>General Plan</b>
CACHE CREEK	22411634206008.02	

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact Notes Building Jim Green	NO COMMENT	9/27/2017	10/19/2017		
Fire Kathy Clay	APPROVED W/CONDITI	9/27/2017	10/19/2017	10/23/2017	

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
<b>Contact</b>					
<b>Notes</b>					
(10/10/2017 10:17 AM STOL)					
FIRE REVIEW					
TO:	Tyler Valentine, Senior Planner Tiffany Stolte, Office Manager				
FROM:	Kathy Clay, Fire Marshal				
DATE:	October 3, 2017				
SUBJECT:	Station 1 Renovation 40 E Pearl P17-166, 167, 168				

This office has received the request for renovation 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. Comments include, but are not limited to:

#### General Requirements

1. Fire apparatus access shall be provided. (2015 IFC 503.1.1)
2. Visible address numbers, a minimum of 4 inches in height and 0.5 inch stroke width, shall be installed on all structures. (IFC 505.1)
3. Portable fire extinguishers shall be placed in accordance with code requirements. (IFC 906).
4. Interior finishes shall meet fire code requirements. (IFC Chapter 8)
5. Means of egress shall meet fire code requirements. (IFC Chapter 10)
6. The means of egress, including exit discharge, shall be illuminated at all times building space served by means of egress is occupied. (IFC 1008.1)
7. Any hazardous material storage shall meet fire code requirement. (IFC Chapter 27)
8. 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 appropriate NFPA standard for the occupancy type, as this is mixed use, NFPA 13. (IFC 903.2.7)
2. Fire Department Connection (FDC) location shall be determined by the AHJ and noted in the fire sprinkler plan review.
3. 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)
4. Fire flow requirements shall meet Appendix B of the International Fire Code.
5. 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)
6. Horn/strobe shall be installed above the fire department connection. (IFC 912.2.2.1)
7. Room which houses fire sprinkler riser shall be no less than 5' x 7' in dimension.
8. Concealed spaces within NFPA 13 protected structures having combustible materials shall comply with the requirements and may require additional protection. (IFC 903.3)
9. Exterior overhangs exceeding 4 feet shall be protected using fire sprinklers when combustible construction is used (NFPA 13).
10. Exterior egress stairways built of combustible construction shall be protected with fire sprinklers (NFPA 13).

#### Alarms

11. Building shall have a complete alarm system per NFPA 72. A full set of fire alarm plans from a fire alarm contractor shall be submitted with all calculations and cut sheets of all equipment. (IFC Chapter 9)
12. Tactile appliances shall be installed where needed to notify occupants unable to see or hear emergency alarms, per most current edition of NFPA 72.
13. Audible appliances provided for the sleeping areas to awaken occupants shall produce a low frequency alarm signal per most current edition of NFPA 72.
14. Any structure with Group R occupancy shall have required carbon monoxide detection as required. (IFC 915.1)

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
<b>Contact</b> <b>Notes</b> Elevator 15. Elevator shall comply with ASME A17.1 with Phase I and Phase II of elevator emergency operations; subject to recall if required. (IFC Section 607) Kitchen Fire Suppression 16. Commercial cooking hood exhausting foods creating grease laden vapors shall be of Type I and follow requirements of the International Mechanical Code. (IFC 609.2) 17. The automatic fire extinguishing system for commercial cooking systems shall be tested in accordance with UL300. (IFC 904.1) 18. Horn strobe shall tie into the fire extinguishing system under the commercial hood and be placed to alert occupants in the dining area (IFC 904.3.4)					
Please feel free to contact me if you have any further questions at Kathy Clay at <a href="mailto:kclay@tetonwyo.org">kclay@tetonwyo.org</a> 307-733-4732.					
Legal A Cohen-Davis	DENIED	9/27/2017	10/19/2017	10/23/2017	
Parks and Rec Steve Ashworth	NO COMMENT	9/27/2017	10/19/2017		
Pathways Brian Schilling	NO COMMENT	9/27/2017	10/19/2017		
Planning Tyler Valentine	NO COMMENT	9/27/2017	10/19/2017		
Police Todd Smith (10/19/2017 4:47 PM STOL)	APPROVED	9/27/2017	10/19/2017	10/23/2017	One of the most thorough projects I have seen presented. They covered all the bases. I have no concerns for law enforcement.
Public Works Jeremy Parker	APPROVED W/CONDITI	9/27/2017	10/19/2017	10/25/2017	

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
<b>Contact</b>					
<b>Notes</b>					
(10/25/2017 12:24 PM JP)					
Plan Review Comments – Approved w/ Conditions					
P17-166, 167, 168					
Final Development Plan, CUP (heavy retail/service), CUP (wireless tower)					
Mackenzie King – Dubbe Moulder Architects (Owner: Teton County)					
60 East Pearl Avenue					
October 25, 2017					
Jeremy Parker, (307)733-3079					

Prior to Building Permit approval, the applicant shall be required to submit for Town Engineer and Planning Director approval a detailed construction staging/phasing plan and narrative on the expected public impact. This plan will likely also require discussion and review by the Town Council prior to the start of construction activities on-site.

Prior to Building Permit approval, a potable water system plan shall be provided on the plans for review consistent with the LDR's. This plan shall include backflow prevention device and meter locations. Please be advised that reduced pressure principal assemblies (RPZ) are required to be installed on all fire suppression systems, and a testable double check assembly is required on the potable system at a minimum. Inspection and sign-off for occupancy will require that all backflow prevention devices on the property be tested and tagged by a certified third-party testing company. Additionally,

Prior to Building Permit approval, a sanitary sewer system plan shall be provided on the plans for review consistent with the LDR's. This plan shall include locations of grease mitigation measures, cleanout locations, and connection points. Please be advised that there is currently a minimum of three service connections to the subject property and that no additional connections will be allowed as part of this project. Please coordinate to connect to one of the existing sanitary sewer service lines within the property boundaries. Additionally, if possible, the Town of Jackson would like to explore abandonment and elimination of extra service connections to the property during the demolition phase of construction.

Please be advised that the proposed development and expansion of existing facilities and additional/changes of use on the property may result in additional water and sanitary sewer capacity fees. Assessment and payment of these fees shall be required prior to issuance of the Building Permit.

Prior to Building Permit approval, a storm-water management plan for the site shall be provided on the plans for review consistent with the LDR's. Calculations for pre- and post-development runoff volumes shall be provided for review as well. The plans shall include proposed locations of storm-water retention areas/structures, run-off water quality mitigation measures (sand/oil separator), snow storage areas, conveyance piping, relevant details, etc.

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 Building Permit approval, a complete grading and erosion control plan shall be provided on the plans for review consistent with the LDR's. The plans shall include locations of all proposed erosion control/mitigation measures as well as all relevant details.

Prior to Building Permit approval, 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 Building Permit approval, 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.

Prior to Building Permit approval, all work to be completed within the Town's right-of-way shall be specifically addressed. This information shall include all relevant and necessary details associated with the proposed work and repairs to be completed.

Please be advised that a Public Right-of-Way permit is required for any and all work occurring within and usage of the Town's

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
right-of-way.					
All onsite power shall be shown as underground and location(s) of transformers indicated.					
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.					
START	NO COMMENT	9/27/2017	10/19/2017		
<none>					
TC Housing Authority Stacy Stoker (10/23/2017 11:05 AM STOL)	APPROVED W/CONDITI	9/27/2017	10/19/2017	10/23/2017	
Hi Tyler, Happy Monday! Attached are my comments for P17-166, 167, 168.					
Just a reminder, even though they are exempt from a housing requirement, they should still have a section for a Housing Mitigation Plan. They would just need to state that they are exempt because they are Institutional Use.					
Thanks! Stacy					
Stacy Stoker Housing Manager					

## Tyler Valentine

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**From:** Terrence Whitaker <terry@terrywhitaker.net>  
**Sent:** Friday, January 26, 2018 3:40 PM  
**To:** Tyler Valentine  
**Subject:** New Firestation

Tyler,

Re: New Firestation

As we discussed on the phone, I live at 47 east Simpson. It is within a 100 feet of the back door of the fire department. Several years ago Century Link put a new roof on their building across the alley from me and next to the fire department. It was an awful experience.

They began work at 6am working until dark, sometimes 7 days a week. They put a tar roof on the building, which meant they were using hot oil with thick, smelly fumes. I complained to the contractor, Century Link, the town and anyone else that might have some influence. It turns out there are no laws, ordinances or other restrictions and they told me to just get lost. I also rent my front house and it was very hard on my tenants.

I fully support the fire department and want them to have everything they need for their work. I am concerned that the construction of the building, because it will be so big, will have a huge negative influence on my life and health. I am in California getting medical treatment this winter. I have Leukemia and the stress from living near the construction could have a significant effect on my health. In the permitting process there should be a lot of opportunities to put in place reasonable restrictions that will make living near the project easier for the neighborhood. I have tried to be brief because I know the volume of material that you must get through to do your job. Thank you for your consideration.

Terry Whitaker

45 and 47 E. Simpson

Jackson, Wyoming



# TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

**PREPARATION DATE:** MARCH 15, 2018  
**MEETING DATE:** MARCH 19, 2018

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

**SUBJECT:** **ITEM P17-249:** SKETCH PLAN FOR A NEW THREE-STORY HOTEL WITH EMPLOYEE HOUSING LOCATED WITHIN THE COMMERCIAL RESIDENTIAL-2 (CR-2) ZONING DISTRICT.

**APPLICANT:** MICHELLE LINVILLE, LINVILLE ARCHITECTS

**OWNER:** LASTING LEGACY, LLC

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## PURPOSE/REQUESTED ACTION

The applicant, representing the Elk Country Inn, is requesting approval of a Sketch Plan for a new three-story hotel with employee housing totaling 16,844 sf located at 480 W. Pearl Avenue.

## APPLICABLE REGULATIONS

Section 8.3.1. Sketch Plan

Section 8.4.1. Basic Use Permit

## LOCATION

The property is located at 480 W. Pearl Avenue and legally known as PT NW1/4NE1/4, SEC. 33, TWP. 41, RNG. 116. An aerial photo and zoning map are shown below:



## BACKGROUND

This project is located on a 2.72 acre (118,483 sf) lot within the Commercial Residential-2 (CR-2) zoning district and Lodging Overlay. The site is home to the Elk Country Inn and consists of 83 conventional lodging units (cabins and buildings), 1 short-term rental unit and 16 residential units (ARUs and employee units). Development on the site first began in 1978 and has gradually continued until 2008. The total cumulative existing square footage is just under 50,000 sf and the lot allows a total of 94,787 sf based on a 0.8 Floor Area Ratio (FAR). The site fronts three roads: Pearl Avenue to the north, Clissold Street to the east and Flat Creek Drive to the west. Vehicular access can be taken from one entrance on Flat Creek Drive and three entrances on Pearl Avenue.

## Project Description

Sketch Plan and Development Plan review and approval are required for this proposal and the Town is currently reviewing the Sketch Plan. The applicant is proposing to remove the existing 1,568 sf single-story laundry building located north of the large grassy area and replace it with a new 16,844 sf three-story (45' tall) hotel with 5,400 sf basement totaling 22,244 sf. The new development will consist of 20 new lodging units, 2 deed restricted employee units, lobby, breakfast room, exercise room, indoor/outdoor pool and new side entry porte cochere. One of the 20 new lodging units is a result of converting the existing lobby at the northwest corner of the lot to a lodging unit. With the conversion of the existing lobby, the existing porte cochere will be removed and the pedestrian areas fronting Pearl Avenue, along with the remaining portions of the site fronting Pearl Avenue, will become a compliant 5' wide attached landscape strip and 6' wide detached sidewalk. Access will be improved with the removal of one (middle) of the three vehicular access points along Pearl Ave. Vehicular circulation off Pearl Avenue at the western access point will be a one-way entrance which leads to a porte cochere attached to the side new hotel. The eastern access point will be a one-way exit. The Flat Creek access point will remain a one-way exit. Furthermore, 7 cabins currently located adjacent to Pearl Avenue will be removed and 6 of them will be relocated to the rear of the lot.

**The following is a breakdown of each floor by size and use:**

LEVEL	SIZE	USES
Basement	5,400 sf	2 deed-restricted employee rental units 4 lodging units
First Floor	7,786 sf	2 lodging units Lobby/breakfast area/office/mechanical/exercise room
Second Floor	5,305 sf	5 lodging units
Third Floor	4,517 sf	8 lodging units
Existing Lobby Conversion	Existing	1 lodging unit
<b>TOTAL</b>	<b>22,244 SF</b>	<b>20 lodging units</b> <b>2 employee units</b>

**Compliance Summary:** The applicable dimensional limitations for the project are shown below.

STANDARD	COMMERCIAL RESIDENTIAL-2 (CR-2)	PROPOSED	COMPLIES?
<b>FAR</b>	118,483 sf x 0.8 = 94,787 sf	Existing: 48,917 sf Proposed: 16,844 sf Total: 65,761 sf	Yes
<b>LSR</b>	118,483 sf x 0.1 = 11,848 sf	31,473 sf	Yes
<b>Plant Units</b>	1 per 12 parking spaces = 2 plant units	2 plant units	Yes (As

STANDARD	COMMERCIAL RESIDENTIAL-2 (CR-2)	PROPOSED	COMPLIES?
		(Condition of approval)	conditioned)
<b>Maximum Lot Coverage</b>	N/A	N/A	Yes
<b>Minimum Lot Size</b>	7,500 SF	118,483 sf	Yes
<b>Height (Max)</b>	46' if roof pitch $\geq$ 5/12 42' if roof pitch $<$ 5/12	45' (front pitched) 36'-6" (flat rear)	Yes
<b>Height (Min)</b>	24' or 2 stories	3 stories	Yes
<b>Density</b>	No limit	No Limit	Yes
<b>Parking</b>	78 spaces	79 spaces	Yes (see parking section below)
<b>Bicycle Parking</b>	1 per 10 new parking space required = 2	12	Yes
<b>Max Curb Cut</b>	24'	24'	Yes
<b>Pedestrian Frontage</b>	13.5' <ul style="list-style-type: none"> <li>• 5' attached landscape</li> <li>• 6' detached clear width</li> </ul>	13.5' <ul style="list-style-type: none"> <li>• 5' attached landscape</li> <li>• 8' detached clear width</li> </ul>	Yes
<b>Primary Street Yard Setback</b>	0' – 10'	8'	Yes
<b>Secondary Street Yard Setback</b>	0' – 10'	N/A	Yes
<b>Rear Yard Setback</b>	10'	South: +100'	Yes
<b>Side Interior Yard Setback</b>	5'	East: +30' West: +70'	Yes
<b>Number of Stories</b>	In LO: 3	3	Yes
<b>Street Façade Width</b>	Pearl: 70% of 215' = 150.5'	Existing: 31.5' Proposed: 74' Total: 105.5'	Yes <sup>1</sup>
<b>3<sup>rd</sup>-story stepback</b>	10'	15'	Yes
<b>Transparency</b>	Ground story: 40% Upper stories: 20%	Ground story: 40% Upper stories: 20%	Yes
<b>Blank Wall Area</b>	Primary Street: 35'	Less than 35'	Yes
<b>Story Height</b>	Ground story: 12' Upper stories: 7'-6"	Ground story: 12' Upper stories: 9'-7"	Yes

<sup>1</sup> The applicant is not scraping the entire lot, but rather redeveloping a portion of the lot fronting Pearl. Staff determined that since the applicant is significantly improving the street façade width and full compliance with the Street Façade Width requirement would cause new issues with access and circulation since some development fronting Pearl will remain.

## Staff Analysis

### Sketch Plan Review

The Sketch Plan is a written and graphic representation of a development concept. The purpose of the Sketch Plan is to represent a proposed development at a preliminary, conceptual level of detail in order to determine

general compliance with the Jackson-Teton County Comprehensive Plan and these LDRs. Furthermore, it is the purpose of the Sketch Plan, through its preparation by the applicant and subsequent review by the Town, to identify development-related issues, which must be addressed in greater detail prior to or concurrently with the Development Plan.

### **Current LDRs**

As shown in the dimensional limitation table above, the project meets all applicable LDR regulations related to setbacks, height restriction and FAR, and in some areas exceeds the requirement. The applicant has also submitted a Basic Use Permit (BUP) with the Sketch Plan for approval of the proposed lodging uses. Since this project is in the Sketch Plan, or conceptual phase, staff has added some conditions of approval regarding some of the CR-2 standards such as bicycle parking, plant units and pedestrian frontages. Beyond those conditions, the project will significantly improve and simplify vehicle circulation in addition to improving over 200' of pedestrian frontage with compliant sidewalks and landscaping. In general, the applicant has successfully incorporated a new three-story building within an existing site without it significantly impacting the site's function, parking and circulation.

### **Site Design**

As mentioned above, the project site is large in size (2.72 acres), has existing development that will remain and front three streets. The principal design challenge is to redevelop only a portion of the site, with existing development to remain, while reducing significant impacts on access (vehicular and pedestrian), parking and circulation. In general, the applicant has done a creditable job at addressing these concerns with the removal of a curb cut, implantation of one-way circulation and pedestrian improvements. In addition, the placement of the building is consistent with the CR2 zoning district and meets all applicable regulations which speak to setbacks, pedestrian improvements, height, etc. In other words, the building is in the correct location from an LDR standpoint. Furthermore, parking is mostly hidden from public view on Pearl Avenue except for the two vehicular access points which serve as circulation and parking. Staff finds that the site design is well laid out and functional.

### **Access/ Circulation/Traffic**

Traffic Analysis: A traffic impact analysis prepared by Nelson Engineering has been provided as part of this application. In summary, the analysis concludes that the proposed development will add an additional 14 trips per hour during the PM peak period to the adjacent transportation system. The analysis concludes that *“The proposed development is expected to only slightly augment the current trip generation, and is expected to remain similar in nature...The additional 14 trips per hour created by this development will be easily absorbed into a network that currently handles 2,389 trips per hour.”*

Based upon the information provided, staff finds that the use of the existing signalized intersection in the immediate area (5-way) can adequately serve the proposed development and no transportation improvements are necessary.

Vehicular Access/Circulation: As stated above in the project description, the project will remove one vehicular access point on Pearl Ave and continue to allow vehicular access from the remaining two access points. Circulation will be significantly improved because the western entrance on Pearl Ave will be a one-way entrance and the eastern entrance will be a one-way exit. Guests entering the site on Pearl Ave will have the option to continue around the new hotel and exit back onto Pearl Ave or the option of exiting out through the Flat Creek Drive access point. The Town engineer supports this new circulation plan as it reduces curb cuts and consolidates vehicular access. Signage will be crucial to communicating the circulation to the public and the applicant has proposed “One-Way Do Not Enter” signs in all of the correct locations.

Based upon the information provided, staff finds that the proposed access plan is functional and meets the LDR requirements for a Sketch Plan.

### **Trash/Snow Storage/Bicycle Parking**

This is a large site and benefits from ample land to store snow even though a large portion of the lot is paved for parking and circulation. The applicant has identified seven locations on the site for snow storage which meets the minimum standards found in the LDRs. Trash enclosures have been provided to the south of the new hotel consistent with the requirements of the LDRs. Bicycle parking has been provided on both sides of the new hotel allowing 12 bikes to park which exceeds the 2 space requirement.

### **Streetscapes/Pedestrian access**

As mentioned above, the applicant will reconstruct and improve the existing sidewalk on Pearl Avenue for the entire linear width of the site. The proposal will eliminate one curb cut and the existing porte cochere and provide a 21.88' wide pedestrian frontage from the curb to the face of the building to meet the new District 2 pedestrian requirements and the Community Streets Plan. This includes a 5' wide attached landscape strip with trees and an 8' wide detached sidewalk. The remaining areas between the sidewalk and the building will include landscaping and sidewalks connecting which provide access to/from the site to the street. Since this project is at Sketch Plan level, the final landscape plan has not yet been provided. Staff finds that additional landscaping shrubs and/or small trees should be provided in the areas between the pedestrian sidewalk and the building to soften the building and enhance the pedestrian experience. Staff has added a condition of approval that prior to Development Plan submittal the applicant shall provide a landscape plan prepared by a Wyoming Landscape Architect which shows the minimum plant unit requirement with adequate screening along Pearl Avenue. In regards to pedestrian access, new internal sidewalks will be added on both sides of the hotel providing walking access to Pearl Avenue. In addition, this site has existing internal sidewalks connecting to both Flat Creek Drive and Clissold Street which provide additional options for guests to walk to and from the site.

Pathways provided comments concerning the existing landscape island which straddles the property line between the subject site and the lot to east. The proposed site plan reflects the island being removed leaving an open vehicular gap of over 30' wide which is not advantageous for pedestrian safety/walkability. The island currently serves as a delineation between the two lots and provides a break for pedestrians walking along the sidewalk. Staff has added a condition of approval that the applicant work with the adjacent property owner to find a suitable solution that involves leaving and/or improving the existing landscape island or providing shared driveway access which ultimately will shrink the width of the vehicular access to no more than 24' wide.

Staff finds that the pedestrian frontages, as conditioned, meet the LDRs and intent of the Comprehensive Plan.

### **Parking**

The following table shows the parking requirements:

<b>Use</b>	<b>Unit Parking Ratio</b>	<b># of Units/Rooms</b>	<b>Requirement</b>
Existing Lodging	.75/room	82	61.5
Existing Short-Term Rentals	1/DU if < 2 bedrooms and < 500 sf; otherwise,	1	1.5

	1.5/DU		
Existing ARUs/Employee Housing	100% Shared	16	100% Shared
Proposed Lodging	.75/room	20	15
Proposed Employee Housing	100% Shared	2	100% Shared
<b>TOTAL REQUIRED</b>			<b>78</b>

Based upon the CR-2 parking standards, only the 22 new lodging units generate parking. The two deed restricted employee units benefit from 100% shared parking according to Section 6.2.2.B Shared Parking. Based on the submitted site plan and above analysis, staff finds that the proposed parking plan meets the intent of the LDR standards based on the provision 79 spaces where 78 are required. Also, the site has five (5) on-street spaces on Pearl Avenue and eight (8) on-street spaces on Clissold Street as additional overflow parking. Although these on-street spaces cannot be used to meet the applicant's parking requirement, they are helpful from a practical standpoint as they provide some overflow parking. The applicant also has the option to petition the Town Council to reserve some for valet parking.

### **Affordable/Employee Housing**

The applicant is required to provide employee housing for the proposed hotel minus any credits for existing development. The total requirement is as follows:

<b>Use</b>	<b>Square Footage</b>	<b>Requirement</b>	<b>Requirement</b>
Existing Credit (laundry building to be demolished)	1,568 sf	47 / 1,000	73.7 sf
New Lodging (includes lobby, breakfast room, exercise rooms, etc.)	21,271 sf	47 / 1,000	999.74 sf
			73.7 sf – 999.74 sf
<b>Net Total</b>			<b>926.04 sf</b>

Thus, the total employee housing mitigation requirement is 926.04 square feet. The applicant is providing a total of 973 sf employee housing which slightly exceeds the minimum requirement. All of the housing is proposed on-site and the applicant proposes to provide two deed restricted units in the basement. The exact type/size of the units has not yet been determined but will be finalized as part of the Development Plan. The applicant will work with the TCHA to provide compliant unit designs and the required deed restrictions for the Development Plan application. Staff finds that the applicant's employee housing mitigation plan meets, and even exceeds, the LDR requirements.

### **DRC Review/Building Design**

This item was reviewed at the DRC on January 10, 2018 and was continued with the following conditions:

1. The applicant shall investigate a design and building character that are in line with the Vision Statement found in the Design Guidelines that states “*Future development should consider the regional vernacular of the Intermountain West while inspiring innovative design and creativity that emphasizes a positive pedestrian experience*”. Specifically, the DRC felt the design was foreign to Jackson, the Intermountain West and the existing site. In addition, the choice of materials increased the perceived mass of the building. The transition of styles from the “Old World European” to the modern back of the building should be reconsidered to create a more compatible transition. The size and types of the windows are out of touch with the existing site.

2. As the applicant considers a design that fits into the Intermountain West and with the existing development on the subject site, the following principles in the Design Guidelines shall be addressed: Location, connection, composition, street wall, massing and public space.
3. Upon revisiting the DRC, the applicant shall provide a materials sample board and it is highly recommended that a massing model be included that includes neighboring buildings for context.

This item went back before the DRC on February 14, 2018 and they unanimously recommended approval to Town Council as presented. The applicant addresses all of the above conditions by removing the stone on the second and third floors and replacing it with wood and shingle siding, changing the windows from arched to rectangular and altering the roof pitch. The DRC found the revised design to meeting the vision statement and found it to be consistent with the existing site and Intermountain West.

### **Planning Commission**

This item was reviewed at the Planning Commission on February 21, 2018. The Planning Commission unanimously recommended approval to the Town Council and found the project to be a significant improvement for both the site and the public.

### **Staff Findings**

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

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

The subject property is located within District 2 Town Commercial Core, specifically within Subarea 2.3 Downtown.

*Subarea 2.3 Downtown: This large, mixed-use, TRANSITIONAL Subarea currently consists of a variety of retail, restaurant, office and other commercial activities, along with long-term residences and lodging in a variety of building sizes and forms. Downtown is the center of civic, cultural, economic and social activity for our community as well as the center of the visitor experience, as a significant amount of lodging is located here. The existing character and built form is varied and inconsistent.*

*The goal of this subarea is to create a vibrant mixed use area by accommodating a variety of uses and amenities. The Subarea will be the starting point for the development of a refined Lodging Overlay boundary and future discussion of the type and size of lodging desired. A key challenge will be to provide a balance between lodging and long-term residential housing. Future structures will be predominantly mixed use, while multifamily structures will be allowed if it properly addresses the street. Commercial uses that create an active and engaging pedestrian experience will be predominantly located on the first and second floors of buildings. Example of these units include restaurants, bars, a variety of retail shops and commercial amusement. Furthermore, as portions of the subarea will be located within a future Downtown Retail Shopping District, uses such as office, residential and lodging will be predominantly located on upper floors.*

*A goal of the subarea will be to create a consistent building size and form. In the future, a variety of two to three story buildings are desired. Buildings should be located to create an attractive street wall and take advantage of good urban design principles including massing, articulation and the provision of public space. The pedestrian realm will be of great importance in this mixed use subarea, and*

*emphasis should be placed on adding improvements focusing on the pedestrian experience. Parking should continue to be provided predominantly in public lots and on the street to create a vibrant, walkable area that is orientated to the pedestrian. On-site parking should be predominantly underground or screened from view. Future redevelopment should enhance the Flat Creek corridor for recreational and ecological purposes. Buildings should front onto the creek to provide opportunities for interaction and enjoyment of this community resource.*

Complies. Staff finds that the project is consistent with the described vision for Subarea 2.3. Both the current and proposed uses fit within the lodging overlay and are consistent with the physical development standards within the CR-s zoning district. From a pedestrian standpoint, the proposed project will benefit the public with new compliant sidewalks and landscaping to encourage walking. Also, the ground level uses facing Pearl Ave consist of lobby and a breakfast area which are the more engaging uses typically found within hotels. In addition to the new sidewalks, the building will be setback approximately 22' from the back of curb and the areas between the building and the sidewalk will be amply landscape creating a much improved pedestrian experience from what currently exists. Parking will mostly be screened from the street, however since the proposed development is only for a portion of the site, parking will be visible along both vehicular access points. In regards to size and scale, the new project will be larger than surrounding development but consistent with the new CR-1 zoning regulations which allows what is being proposed. However, moving east along Pearl Avenue the development patterns begin to better match the subject project in terms of scale and bulk which is consistent with the vision for this subarea. Furthermore, the project will create a new and attractive street wall with recessed third floor that will provide an improved pedestrian and guest experience.

In addition, Staff finds that the application should be reviewed for consistency specifically with the policy objectives of District 2 Town Commercial Core as follows

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

Complies. Not Applicable.

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

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

Complies. Staff finds that although the proposed project is primarily lodging in nature, the applicant has provided two deed restricted employee rental units which meet the minimum requirements of the LDRs, thus the project complies with Policy 4.1.b.

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

Complies. Staff finds that the proposed project will maintain Jackson as the economic center of the region by improving an undeveloped site and by enhancing Pearl Avenue which serves as an important corridor within Town limits.

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

Complies. Staff finds that the proposed project provides a significant improvement to this section of Pearl Avenue as it creates compliant pedestrian sidewalks along a busy town corridor. Although the proposed use is mostly lodging, the new development will enhance the activity in the section on Pearl Ave and accommodate foot traffic with the new pedestrian elements. In addition, the reduction of one vehicular entrance will also create a safer experience for pedestrian traffic.

*Policy 4.2.d: Create a Downtown Retail Shopping District*

Complies. Not applicable.

*Policy 4.2.f: Maintain lodging as a key component in the downtown*

Complies. Staff finds the proposal directly meets the intent of Policy 4.2.F as it provides a new three-story hotel.

*Policy 4.4.b: Enhance Jackson Gateways*

Complies. Although not a gateway, Pearl Avenue is often viewed as an important corridor and the proposed project will enhance pedestrian and vehicular experience with improved sidewalks and landscaping.

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

Complies. Not Applicable.

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

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

Complies. The applicant is meeting their employee housing requirement in the form of two, on-site deed restricted units.

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

Complies. Although the development will mostly serve tourists and guests, the proposed pedestrian improvements will benefit all who use them including local business employees and patrons.

*Policy 6.2.c: Encourage local entrepreneurial opportunities*

Complies. Not applicable.

*Policy 6.3.a: Ensure year-round economic viability*

Complies. Staff finds that the proposed project ensures year-round economic viability because lodging is needed year-round for tourists and guests.

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

Complies. As conditioned, staff finds that the capacity for alternative transportation modes is slightly increased with the provision of bicycle parking and with improved pedestrian sidewalks and streetscapes. This site is already located within walking distance to the Downtown Core thus foot and bike traffic are already viable options. Furthermore, this site is within close walking distance to the bus stops at the 49'er and Flat Creel/Hoback Sports.

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

Complies. Not applicable. The property is not located within the Natural Resource Overlay (NRO) or Scenic Resources Overlay (SRO).

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

Complies. As conditioned, staff finds that the proposed project will not have significant impacts on public facilities and infrastructure. In addition, the new building will be fire sprinkler'd which helps reduce impacts on the Fire Department. Furthermore, the removal of the existing porte cochere and removal of one curb cut significantly improves vehicular circulation and safety on Pearl Avenue.

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

Complies. Staff finds that the application meets all standards required of the LDRs for development in the CR-2 zoning district. Staff also finds the project to be in compliance with all other Town Ordinances.

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

Complies. Not applicable.

## ATTACHMENTS

Department Reviews  
Applicant Submittal

## STAKEHOLDER ANALYSIS

The main stakeholders are the adjacent property owners, public and tourists who utilize the sidewalks.

## PUBLIC COMMENT

None.

## FISCAL IMPACT

There will be no significant fiscal impact to the Town if the proposed project is approved.

## STAFF IMPACT

There will be no significant impact to staff resources if the proposed project is approved.

## LEGAL REVIEW

Complete.

## RECOMMENDATIONS/ CONDITIONS OF APPROVAL

The Planning Director and Planning Commission recommend **approval** of a Sketch Plan (P17-249) for a new three-story hotel with employee housing on a property located at 480 W Pearl Avenue, subject to the department reviews attached hereto and the following conditions of approval:

1. Prior to Development Plan submittal the applicant shall provide a landscape plan prepared by a Wyoming Landscape Architect which reflects the minimum plant unit requirement with adequate screening along Pearl Avenue.
2. Prior to Building Permit submittal, the applicant shall work with the adjacent property owner to the east to find a resolution that satisfies the concerns from Pathways. Specifically, the existing landscape island that straddles the dividing property line shall either be kept and/or improved, OR be removed and replaced with a shared access no wider than 24'.

### SUGGESTED MOTIONS

Based upon the findings as presented in the staff report and as made by the applicant for Item P17-249, I move to make findings 1-5 as set forth in Section 8.3.1. (Sketch Plan) of the Land Development Regulations related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Compliance with LDRs & Town Ordinances; 5) Conformance with past permits and to **approve** a Sketch Plan to develop a new three-story hotel with employee housing for the property located at 480 W Pearl Avenue, subject to the department reviews attached hereto and the following conditions of approval:

1. Prior to Development Plan submittal the applicant shall provide a landscape plan prepared by a Wyoming Landscape Architect which reflects the minimum plant unit requirement with adequate screening along Pearl Avenue.
2. Prior to Building Permit submittal, the applicant shall work with the adjacent property owner to the east to find a resolution that satisfies the concerns from Pathways. Specifically, the existing landscape island that straddles the dividing property line shall either be kept and/or improved, OR be removed and replaced with a shared access no wider than 24'.



**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)

<b>For Office Use Only</b>		
Fees Paid _____		
Check # _____	Credit Card _____	Cash _____
Application #s _____	_____	_____

**PROJECT.**

Name/Description: Elk Country Inn

Physical Address: 480 W. Pearl Avenue

Lot, Subdivision: Town of Jackson PIDN: 22-41-16-33-1-00-32

**OWNER.**

Name: Lasting Legacy, LLC Phone: 307-690-6500

Mailing Address: PO Box 1255, Jackson, WY ZIP: 83001

E-mail: 2wmeadows@gmail.com

**APPLICANT/AGENT.**

Name: Michelle Linville, AIA Phone: 307-413-6075

Mailing Address: 760 Wind River Ln, Jackson, WY ZIP: 83001

E-mail: linvillearchitect@gmail.com

**DESIGNATED PRIMARY CONTACT.**

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

**TYPE OF APPLICATION.** *Please check all that apply; see Fee Schedule for applicable fees.*

<b>Use Permit</b> <input checked="" type="checkbox"/> Basic Use _____ Conditional Use _____ Special Use	<b>Physical Development</b> <input checked="" type="checkbox"/> Sketch Plan _____ Development Plan	<b>Interpretations</b> _____ Formal Interpretation _____ Zoning Compliance Verification
<b>Relief from the LDRs</b> _____ Administrative Adjustment _____ Variance _____ Beneficial Use Determination _____ Appeal of an Admin. Decision	<b>Development Option/Subdivision</b> _____ Development Option Plan _____ Subdivision Plat _____ Boundary Adjustment (replat) _____ Boundary Adjustment (no plat)	<b>Amendments to the LDRs</b> _____ LDR Text Amendment _____ Zoning Map Amendment _____ Planned Unit Development

**PRE-SUBMITTAL STEPS.** Pre-submittal steps, such as a pre-application conference, environmental analysis, or neighborhood meeting, are required before application submittal for some application types. See Section 8.1.5, Summary of Procedures, for requirements applicable to your application package. If a pre-submittal step is required, please provide the information below. If you need assistance locating the project number or other information related to a pre-submittal step, contact the Planning Department. **If this application is amending a previous approval, indicate the original permit number.**

Pre-application Conference #: P17-154 Environmental Analysis #: NA  
Original Permit #: NA Date of Neighborhood Meeting: 11/17/17

**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.

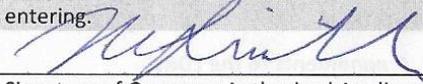
**FORMAT.**

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  
Michelle Linville  
\_\_\_\_\_  
Name Printed

11-17-17  
\_\_\_\_\_  
Date  
architect  
\_\_\_\_\_  
Title

# LETTER OF JUSTIFICATION

December 11, 2017

Mr. Tyler Valentine  
Senior Planner  
Town of Jackson  
PO Box 1687  
Jackson, WY 83001

Dear Mr. Valentine,

Please accept this Sketch Plan application for the development of a new building at 480 West Pearl Avenue.

Included in this application are the following items:

1. application and letter of authorization;
2. fee in the amount of \$2500;
3. project description and program;
4. site plan and preliminary architectural plans;
5. housing mitigation plan;
6. LDR compliance and responses to checklist items;
7. engineering report which includes a traffic analysis;
8. findings for approval;
9. neighborhood meeting notes.

The attached plans for a new main building at the Elk Country Inn will comply with the Jackson/Teton County Comprehensive Plan and the Town of Jackson Land Development Regulations (LDR's). No variances or waivers are requested and the required findings are fully satisfied. These plans implement the goals the Comprehensive Plan establishes for the property.

In summary, the development of the property will:

- improve the overall look and feel of the property with new central building facing Pearl Ave
- create a new lobby and covered drop off area for the property
- remove existing covered drop off and replace with landscaping and conforming sidewalk
- remove 7 existing cabins that border the frontage of Pearl Ave (6 of the cabins will be relocated at back of property)
- remove one curb cut along Pearl Ave
- create a frontage that conforms to the new LDR's
- create a pedestrian friendly streetscape

Please feel free to contact me if you have any questions or need additional information. We look forward to working with you on this project.

Sincerely,

Michelle Linville, AIA

LETTER OF AUTHORIZATION

Eik Country Inn, "Owner" whose address is: 480 W. Pearl Ave  
Jackson

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

\_\_\_\_\_, as the owner of property

more specifically legally described as: PT NW 1/4 NE 1/4, Sec 33, TWP 41

(If too lengthy, attach description)

HEREBY AUTHORIZES Michelle Linville, AIA 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:

Wendy Wilder Meadows  
(SIGNATURE) (SIGNATURE OF CO-OWNER)  
Title: Managing Member

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

STATE OF Wyoming )  
 )SS.  
COUNTY OF Teton )

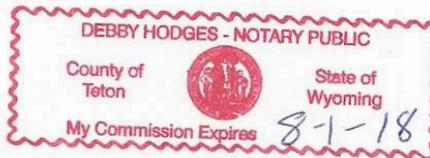
The foregoing instrument was acknowledged before me by Wendy Wilder Meadows this 3rd day of May, 2017.

WITNESS my hand and official seal.

Debbi Hodges  
(Notary Public)

(Seal)

My commission expires:



## PROGRAM AREAS

Existing Building Area	Lodging Use SF	Empl. Hous'g SF	ARU SF	Total SF	Room Types
Exist 'A' Building	7,227	0	3,475	10,702	16 Lodging, 6 ARUs
Exist Settler Bldg	20,078	3,402	6,637	30,117	42 Lodging, 4 Employee Housing, 6 ARU
Existing Cabins	5,308	0	0	5,308	18 Lodging Units
Relocated Cabins	2,028	0	0	2,028	6 Lodging Units
Exist Short Term Rental	1,100	0	0	1,100	1 short term rental
<b>Total</b>	<b>35,403</b>	<b>3,402</b>	<b>10,112</b>	<b>48,917</b>	<b>99 Units</b>

New Building Area	Lodging Use SF	Empl. Hous'g SF	Total SF	Room Types
Basement Total	4,427	973	5,400	4 Lodging, 2 Empl. Hous'g
Ground Floor Total	7,786	0	7,786	2 Lodging Units
Second Floor Total	4,541	0	4,541	5 Lodging Units
Third Floor Total	4,517	0	4,517	8 Lodging Units
Existing Lobby convert to Lodging	0 sf added	0	0 sf added	1 Lodging Unit
<b>Total</b>	<b>21,271</b>	<b>973</b>	<b>22,244</b>	<b>22 Units</b>

Total Lodging on Site	Total Empl. Hous'g on Site	Total ARUs on Site	Total Short Term Rental on Site	Total Units on Site
102	6	12	1	<b>121</b>

Parking	Parking Required	Existing Parking	Proposed Parking	Final Parking
<b>Surface Parking</b>	78 Spaces	98 spaces	79 spaces	<b>79 spaces total</b>
see LDR Compliance section for calculations				

# PROJECT DESCRIPTION & PROGRAM

## Project Description

There will be 3 phases. The first phase will be to move 6 of the 7 existing cabins to the south end of the property. (The seventh cabin will be removed). The second phase is the new building consisting of a 22,244 sf building with basement and 3 floors above grade. There will be 21 new lodging units, 2 employee housing units, porte cochere, lobby, breakfast room, exercise room, indoor outdoor pool along with necessary maintenance and management support rooms. The third phase will be to convert the existing lobby to a lodging unit, removing the existing porte cochere and replacing it with a sidewalk and landscaping.

## LDR Compliance

The site is located in the **Commercial Residential 2** zone which is within the Complete Neighborhood **Character Zone** and is subject to the **Lodging Overlay**. This proposal is designed to comply with the current regulations. No variances or waivers are sought.

## Architectural Design

The architectural character of the new building will be Old World European style on the street front and porte cochere. The exterior of this facade will be stone veneer and will have mostly steep pitched roofs with patinated copper shingles. The layered roof pitches will create an appropriate human scale. The exterior of the back side of the building will have various wood materials to blend with the existing western character on site.

## Facade

The facade of the building will be 74' plus a 38' porte cochere along the west side of the building to be set back 30'-0" from the front property line. Windows along the street wall will be large and inviting to the pedestrian. The use of eyebrow windows elsewhere on the facade will serve to enhance the Old World European look. Stone arched openings will be used in various locations to welcome pedestrians onto the property.

## Pedestrian Walkway

The building setback is 18' from the back of the curb. This allows for a 5'-0" wide buffer area of sandset pavers and street trees in grates to separate pedestrians from the street and provide snow storage space. There will be a 6'-0" wide sidewalk and another 7'-0" of landscaping in front of the building.

## Open Space

There will be a lawn area south of the pool enclosure for guest picnics, children playing and walking dogs.

# HOUSING MITIGATION PLAN

## CALCULATION OF REQUIRED EMPLOYEE HOUSING

Use	Square Footage	Standard	Requirement
New Lodging	22,244	0.047	1045.5 sf
Existing Lodging on Site	EXEMPT		

## CREDITS ATTRIBUTED TO EXISTING DEVELOPMENT

Use	Square Footage	Standard	Credit
Existing Laundry Bldg to be removed	1230	0.047	57.81 sf
Existing Cabin to be removed	338	0.047	15.88 sf
<b>Total</b>	1568		<b>73.7</b>

**Net Employee Housing Requirement**  $1045.5 - 73.7 = 971.8$  sf

### Proposed Method of Meeting Requirement

The requirement will be satisfied by constructing **1027 square feet** of employee housing on site. This housing will be under the control of the hotel and managed in compliance with the employee housing restrictions and guidelines.

### Unit Type, Floor Plan

Attached is a conceptual floor plan showing the employee housing locations in the basement of the new building. This Housing Mitigation Plan is submitted as part of a Sketch Plan Application.

### Proposed Deed Restriction

The applicant will work with the Jackson/Teton County Housing Authority to develop the applicable deed restriction. This Housing Mitigation Plan is being submitted as part of a Sketch Plan application and therefore the detailed deed restriction has not yet been developed. The deed restriction will be finalized and included as part of the final development plan application.

**TOWN OF JACKSON  
EMPLOYEE HOUSING CALCULATIONS - (Fee in Lieu)**

Date: 11-20-17

1. Project Name: Elk Country Inn

2. Project Address/Location: 480 W. Pearl Ave

3. Existing Use: Conv. Lodging      Proposed Use: Conv. Lodging

4. Calculate Employee Housing Requirements for Existing & Proposed Uses

	Floor Area (Sq. Ft.)	x	Sq. Ft. Ratio*	x	.001	=	Sq. Ft. of Employee Housing
Existing Use	<u>1568</u>		<u>.047</u>		.001		<u>73.7</u> (Credit)
Proposed Use	<u>22,244</u>		<u>.047</u>		.001		<u>1046.5</u> (Requirement)

\* Insert Ratio from Table on reverse side.

5. If the employee requirement for the proposed use is more than the credit for the existing use, subtract the credit from the requirement to calculate employee housing requirements for project.

Proposed Use Requirement.	-	Existing Use Credit.	=	Sq. Ft. of Employee Housing Req'd
<u>1046.5</u>		<u>73.7</u>		<u>972.8</u>

6. Submit Housing Mitigation Plan per Section 7.4.2.G or pay Fee-In-Lieu of housing per Section 7.4.2.F.3.

7. Fee in Lieu of Housing N/A

Employee Housing Requirement	x	\$147.84	=	Fee-In-Lieu Payment
	x	\$147.84	=	

## LDR COMPLIANCE

Requirements	Proposed	Compliance
<b>FAR</b> CR-2 118,483 sf gross site area x .80 = <b>94,787 sf max</b>	16,844 sf above grade	complies
<b>LSR</b> CR-2 118,483 sf gross site area x .10 = <b>11,848 sf min</b>	31,473 sf	complies
<b>Building Height</b> CR-2 max 46' if pitch >= 5/12 pitch, max 42' if pitch < 5/12	45'-0" height @ 12/12 pitch 36'-6" @ flat roof parapet	complies
<b>Number of Floors</b> Max 3 stories above grade	3 stories	complies
<b>Building Width</b> Primary Street ground & 2nd story bldg width min 70% of lot width 215' wide lot x .70 = 150.5' 150.5'-31.5' existing = 119' req'd	74' width	Not applicable because non conforming site. We are improving nonconformity per Tyler Sinclair.
<b>Pedestrian Frontage</b> 13'-6" min for trees in grates	13'-6"	complies
<b>Setbacks</b> <b>Primary Street</b> 0'-10' range	8'-6"	complies
<b>Side Interior</b> 5' min	72'-6" west, 31'-9" east	complies
<b>Rear</b> 10' min	228'-0"	complies
<b>3rd Floor Stepback</b> 10' min	15'-0"	complies
<b>Parking Setback</b> 30' min	30'-0"	complies
<b>Parking</b> Exist Lodging .75x81 units = 60.75 spaces Exist Short Term Rental 2 spaces Exist Basement ARU's & Empl Hsg = no parking req'd New Lodging .75x20 units = 15 spaces <u>New Housing 2 units = no parking req'd</u> <b>78 spaces required total</b>	79 spaces	complies
<b>Employee Housing Requirement</b> Exist development - exempt New development 1045.5 - 73.7 = <b>971.8 sf</b>	2 units in new basement total 973 sf (interior dimensions)	complies
<b>Plant Units</b> Landscaping requirement of 11,848 sf/1000 = 11.85 Plant Units Parking spaces 79/12 = 6.58 Plant Units <b>Total Plant Units Required = 19</b>	19 plant units	will be designed to comply

## RESPONSES TO SUBMITTAL CHECKLIST

Permit Application	Included in submittal
Letter of Authorization	Included in submittal
Application Fees	Paid on Submittal
Mailed Notice Fee	Will be paid when billed
Digital Submission	Will be submitted upon Sufficiency
Response to Submittal Checklist	Provided here
Narrative Description	See Project Description and Program attached
Findings for Approval	See Findings for Approval attached
Proposed Development Program	See Project Description and Program attached
Site Plan	See Site & Building Plans
Floor Plans	See Site & Building Plans
Neighborhood Meeting Summary	Will be submitted after 11/17/17 neighborhood meeting
Posted Notice	Will be posted upon scheduling of public hearings
Structure Location & Mass	See LDR Compliance calculations and Site & Building Plans
Maximum Scale of Development	See LDR Compliance calculations attached
Design Review	Site & Building Plans will be submitted to DRC
Site Development	See Site Plan;
Landscaping	Landscaping design will be provided in FDP and will comply with regulations
Fencing	Fencing will be provided for swimming pool enclosure and will comply with regs
Scenic Standards	All lighting will comply with regulations; not in Scenic Resource Overlay
Signs	Signs will be detailed in FDP and will comply with regulations
GEC & Stormwater	See Engineering Report
Allowed Uses	The building occupancy use will be Conventional Lodging and Employee Housing
Parking	See LDR Compliance calculations attached
Employee Housing	See Housing Mitigation Plan attached
Max Scale of Use	Not Applicable

Operational Standards	
Outside Storage	No outside storage proposed
Refuse/Recycling	See Site Plan for enclosed refuse & recycling enclosure location
Noise, Vibration, Electrical Disturbances, Fire/Explosive Hazards	Uses will comply with regulations
Allowed Subdivision & Development Options	No Development Options are proposed
Residential Subdivision Requirements	Lodging & Employee Housing are exempt from Affordable Housing Requirement & Development Exaction Standards
Infrastructure	Driveways enter off main roads; See Engineering Report
Division 1.9, Nonconformities	Not Applicable
Division 7.3, Open Space Standards	Not Applicable

**ENGINEERING**

**ELK COUNTRY INN  
PROJECT  
SKETCH PLAN  
SUBMITTAL**

**ENGINEERING REPORT**

**Prepared by:**



**Project: 17-367-01  
December 2017**

# ENGINEERING REPORT

## 1. Introduction

This engineering report provides the basis for design and addresses the engineering related issues for the proposed construction of a 22,000 plus square foot structure and relocation of 6 existing lodging cabins. The new structure will contain a mix of lodging units, employee housing, lobby, exercise room, indoor/outdoor pool and management support rooms. The location of the proposed structure will be where currently 7 lodging cabins exist. The site is completely developed with little to no existing pervious surfacing or landscaping. There are several existing buried utilities serving several buildings on the property. Water and sanitary sewer facilities are provided to the property through Town of Jackson (TOJ) Systems.

## 2. Water System

The site is currently supplied water from at least 2 locations connecting to TOJ water mains. At this time there are 4 separate water meters measuring water use to the site and the numerous structures. There is currently a 12-inch water main in Pearl Street and an 8-inch main in Clissold Street which surround the development. Due to the location of the project being near the downtown core of the TOJ, all water main facilities are adequately sized and looped.

To verify the existing water facilities are sized adequately, proposed water flows, both domestic and fire were estimated for the development. Due to the schematic nature of the programming of the development at this time, conservative estimates were utilized. Assumptions on use based on the proposed programming of the development are included in the Appendix along with flow projection calculations. Based on these assumptions, the peak domestic flow projection at the development is 136 gpm. Due to the size and proposed use of the development the new structure will require an automatic fire sprinkler system. Fire flow requirements were calculated utilizing NFPA 13, along with the proposed programming of the facility. Fire flow requirements for the development sprinkler system are estimated to be 375 gpm. Due to the location of the development being in the core downtown area, it was assumed that additional exterior flow requirements would be needed in the event of a fire. It is assumed that 2 additional fire flows of 1000 gpm would be required on adjacent fire hydrants. The building fire flow, along with the 2 exterior fire hydrant flows were simulated in the TOJ Water Model. Results of the modeling are included in the Appendix, which indicate that residual pressure within the water system at adjacent fire hydrants never dropped below 20 psi during a fire flow scenario, meeting Wyoming Department of Environmental Quality (WYDEQ) requirements.

Using the projected fire flow demands to the structures, the water service supplying the development will need to be a 4-inch pipe at a minimum. The proposed 22,000 sqft structure will be connected to an existing 4-inch water service which is fed off of Pearl Street and installed to the property line. This service was constructed by the TOJ in the Pearl Street Improvement Project completed within the past 15 years. Connection to this existing water service at the property line will eliminate the need to trench into Pearl Street. The relocated six cabins will be served from the existing service which comes

off of Clissold Street. All proposed water system requirements are indicated on the Proposed Utility Plan located in the Appendix.

### **3. Sewer System**

As can be noted from the existing site drawing located in the Appendix, there are 2 existing TOJ sewer mains which serve the property through various sewer services. There is an existing sewer main along the north side of the property in Pearl Street and another following along the west side of the property.

To size the proposed piping, the same assumed development programming was utilized as with the water system. Because there is little irrigation demand on the subject property, it can be assumed the water and sewer demands will be close to equal. Based on calculations, included in the Appendix for the water demands, the peak hourly sanitary sewer flow was estimated at 136 gpm. Using this flow and assuming minimum pipe slopes, a 6-inch gravity pipe would be adequate to serve the new proposed structure. It is proposed that an existing 4-inch sewer service serving the 7 existing cabins would be abandoned at the main. A new 6-inch sewer service would be installed to the new structure and connected to an existing manhole along the north property line. Also a new 4-inch service line is proposed to collect wastewater from the relocated 6 cabins and connected to the main running along the west side of the property. The proposed utility plan indicates the changes to the sanitary sewer system.

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

Power and communication facilities are readily available throughout the area and to this specific location. There are several overhead and buried power and communication facilities surrounding the development. Power to the new proposed building would be supplied from a transformer just to the north of the existing Hotel "Settler". Gas would be supplied to the new building from a gas main running along the south side of Pearl Street. Power to the 6 relocated cabins will be supplied from an existing vault just to the south of their proposed location.

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

Development of the site will leave little to no pervious surface. This is much like the existing conditions of the site. All existing stormwater runoff from the site sheet flows onto neighboring parcels and TOJ roadways. Based on TOJ regulations the proposed development is required to detain any additional runoff above and beyond the existing conditions. Preliminary stormwater calculations were performed and are included in the Appendix. Due to the proposed development having a longer time of concentration prior to leaving the site, the estimated runoff from a 100 yr storm event is just slightly higher than the existing, 5.52 cfs compared to 5.26 cfs. Storm water will be collected on the roof of the new structure and various locations on the site and conveyed to TOJ right of way. Based on TOJ regulations which require the retention of any additional stormwater generated in the 100-yr storm event, as indicated in the calculations, a total of 6 cubic feet of storage would be required. This can easily be accommodated at various locations on the site. In discussions with the operations manager,

the existing site does not have any drainage issues. They adequately remove snow throughout the winter which facilitates drainage through the development.

## **6. Streets and Access**

The main entrance to the development will be off of Pearl Street as currently exists. There will be a one-way entrance off Pearl Street to the new lobby area. Access out of the site will be through a one-way to the east of the entrance. Access will be adequately marked throughout the development. In addition, there will be a fire access and 2-way access into the development off of Flat Creek Drive as indicated on the site plan. A complete Traffic Analysis is included in the Appendix.

## **7. Soils**

At this time Nelson Engineering is unaware of any geotechnical investigations being performed on the site.

## **8. Snow Storage**

Total area of parking and access drives as indicated on the site plan is approximately 44,070 sqft. The TOJ requires that area on the site be reserved for snow storage at a rate of 2.5% of the parking area. This results in 1100 square feet of required storage area. As noted on the drawing there are several locations of snow storage provided. Although, due to the nature of the development and the proposed amenities, all snow will be removed from the site in an expedited manner.

# APPENDIX

# **WATER AND SEWER DEMANDS**

**Domestic Water Flows**

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

**Description of Improvements:**

See attached sheet for anticipated fixture counts

**Estimating Domestic Max. Demand**

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

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

Assume Average Residential Fixture Value (AWWA M2)

Fixture Type	Fixture Value Based on 35 psi at Meter Outlet	Number of Fixtures	Fixture Value
Bathtub	8	28	224
Combined Sink & Tray	3		0
Drinking Fountain (cooler)	1		0
Drinking Fountain (public)	2	1	2
Kitchen Sink (1/2" connection)	3	1	3
Kitchen Sink (3/4" connection)	7		0
Lavatory (3/8" connection)	2		0
Lavatory (1/2" connection)	4		0
Laundry Tray (1/2" connection)	3		0
Laundry Tray (3/4" connection)	7		0
Shower Head (shower only)	4		0
Service Sink (1/2" connection)	3		0
Service Sink (3/4" connection)	7		0
Urinal (pedestal flush valve)	35		0
Urinal (wall or stall)	12	0	0
Urinal (trough. 2-ft unit)	2		0
Wash Sink (each set of faucets)	4	29	116
Water Closet (flush valve)	35	4	140
Water Closet (tank type)	3	27	81
Dishwasher (1/2" connection)	5	0	0
Dishwasher (3/4" connection)	10		0
Washing Machine (1/2" connection)	5		0
Washing Machine (3/4" connection)	12		0
Washing Machine (1" connection)	25	4	100
Hose Connections 1/2" (wash down)	6		0
Hose Connections 3/4" (wash down)	10		0
Hose 1/2" (50ft length - wash down)	6	0	0
Hose 5/8" (50ft length - wash down)	9		0
Hose 3/4" (50ft length - wash down)	12		0
Irrigation	3		0
		<b>Total Fixture Units</b>	<b>666</b>

Base on Fixture Count of 666 using the upper line in Fig. 4.4 for a public building the estimated Maximum Water Demand is 105 gpm.

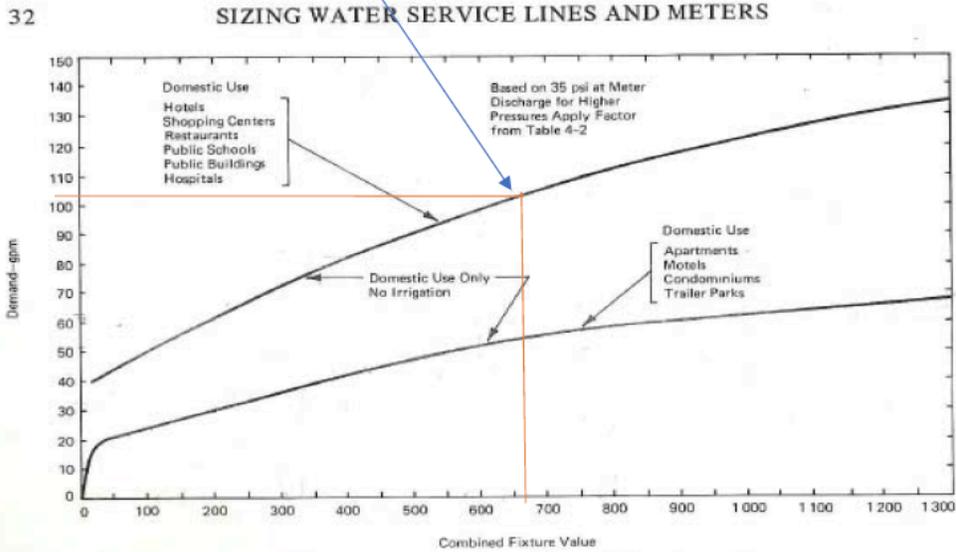


Fig. 4.4. Water-Flow Demand per Fixture Value—Low Range

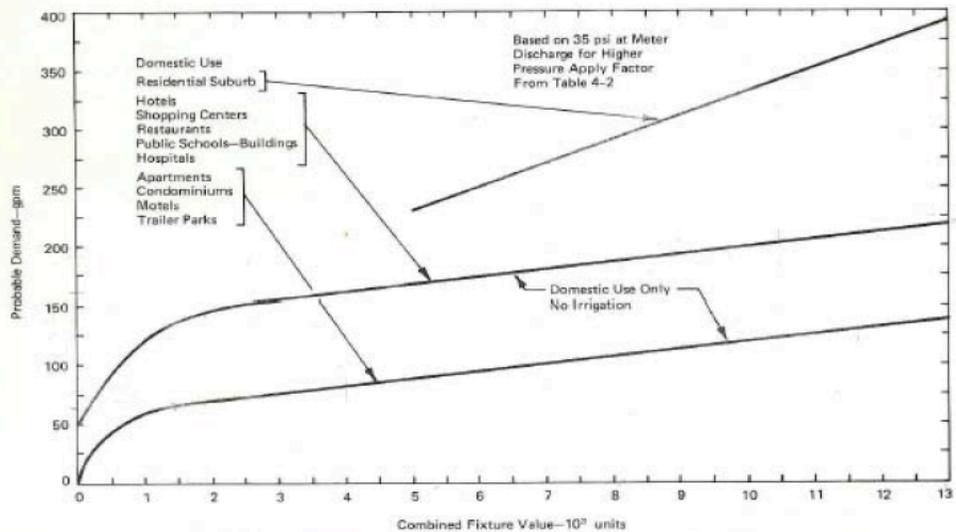


Fig. 4.5. Water-Flow Demand per Fixture Value—High Range

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

**Calculate Demands Based on Estimated System Pressure**

Est. Max. Demand	105	gpm	
Pressures at Nearest Meter	67.9	psi	(Estimated)
Elevation at Meter	6214	ft	(Estimated)
F.F. of 3rd Floor Hotel	6242	ft	
Pressure at 3rd Floor	55.8	psi	

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

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

**For Pressures Deviating from 35 psi**

Est. Pressure (psi)	55.8	psi	
Demand @ Est Pressure	135.67	gpm	Max Demand/flow

Elk Country Inn  
 Fixture Unit Analysis - Fixture Counts

17-367-01  
 11-28-17  
 MB

Rooms	Number of Each	Bath	Fountain	Kitchen Sink	Urinal	Wash Sink	Water Closet	Water Closet (tank)	Dishwasher	Washing Machine	Hose	Bath	Fountain	Kitchen Sink	Urinal	Wash Sink	Water Closet	Water Closet (tank)	Dishwasher	Washing Machine	Hose		
Lodging Room	22	1				1		1				22	0	0	0	0	22	0	0	0	0	0	
Laundry	1									4		0	0	0	0	0	0	0	0	0	0	0	
Food Prep	1			1								0	0	1	0	0	0	0	0	0	0	0	
Bathrooms	3						1					0	0	0	0	3	0	0	0	0	0	0	
showers	2	1					1					2	0	0	0	0	0	2	0	0	0	0	
Vending/Ice	1		1									0	0	1	0	0	0	0	0	0	0	0	
Spa	2	2						2				4	0	0	0	0	4	0	0	0	0	0	
TOTALS												28	1	1	1	0	29	4	0	27	0	4	0

# **FIRE FLOW ANALYSIS**

**Fire Spinkler Flows**

Hazard Classification

**Ordinary Hazard (G2) Occupancies** per NFPA 13, Section 5.2

Building Area:

Guest Rooms	7,410
Food and Beverage	840
Meeting/Banquet	795 Light Hazard
Fitness	390
Retail	88 Ordinary Hazard Group 2
Lobby/Reception	1,330
Housekeeping/Linens	676 Ordinary Hazard Group 1
Restrooms	256 Light Hazard
Indoor Pool Area	1,840
<b>Hotel Total</b>	<b>21,217 sf</b>

Room areas above does not account for corridors, vending, mechanical, storage, etc. The total area is provided less the employee housing areas

Employee Housing Basement	1,027
<b>Employee Housing Total</b>	<b>1,027 sf</b>

Minimum Flow for Hose Connection

250 gpm per NFPA 13, Table 11.2.3.1.2

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

Actual Design Area	676 Laundry and Linens Storage OH-1
Required Flow	
Required Density	0.15 gpm/sf per NFPA 13, Figure 11.2.3.1.1
Sprinkler Demand	118 gpm (15-20% Overage)
Required Flow (sprinkler and hose)	<b>368 gpm - 11.1.4.2</b>
Static Pressure at Fire Sprinklers	55.8 psi @ design height (Estimated)
<b>Dynamic Pressure at Fire Flow</b>	<b>44.40 psi @ design height - includes 370 gpm fire sprinkler and (2) 1000 gpm fire hydrant demand</b>

**Other Notes:**

Per Table 11.2.2.1, acceptable flows at base of riser are 850-1500 gpm for 60 to 90 minutes

<b>Summary of Hydraulic Model Results</b>			
Elk Country Inn			
WaterCAD V8i - Town of Jackson 2013 model			
<b>Deloney Street Fire Flow</b>			
<b>Location</b>	<b>Total Demand</b>	<b>Residual Pressure</b>	<b>Junction Label</b>
	<u>gpm</u>	<u>psi</u>	
Corner of Clissold and Pearl	1,165	53.7	J-125
Point of connection	370	56.6	POINT OF CONNECTION
North Side of Pearl	1,000	55.0	Hydrant
*See Exhibit for Hydrant Locations			

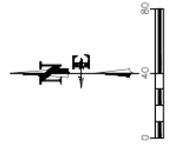
DATE	11/28/2017
SYNOPSIS	
PROJECT	
CLIENT	
SCALE	
DATE	
APP'D	

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

DRAWING TITLE  
 WATER MODEL EXHIBIT

FOR TITLE  
 LASTING LEGACY  
 4490 WEST PEARL AVENUE  
 JACKSON, WY  
 13-306-16

DRAWING NO  
 EX  
 FOR NO



# STORMWATER CALCULATIONS

## PRE-DEVELOPMENT

### ROOF CALCULATIONS

ROOF AREA (FT <sup>2</sup> )=	27228	
C-VALUE =	0.9	
S =	33%	assume 4/12 pitch
L (ft) =	428	ridge pitch
t <sub>c</sub> (min) =	2.32	t <sub>c</sub> = 1.8(1.1 - C)L <sup>0.5</sup> /S <sup>0.3333</sup> , (Corps of Eng. Eqn.)

### DRIVEWAY CALCULATIONS

DRIVEWAY AREA (FT <sup>2</sup> )=	65300	
C-VALUE =	0.9	assumed for asphalt surface
S =	2%	based on surface slopes
L (ft) =	12	
t <sub>c</sub> (min) =	0.99	t <sub>c</sub> = 1.8(1.1 - C)L <sup>0.5</sup> /S <sup>0.3333</sup> , (Corps of Eng. Eqn.)

### LANDSCAPING CALCULATIONS

LANDSCAPING AREA (FT <sup>2</sup> )	26176	
C-VALUE =	0.3	
S =	2%	
L (ft) =	23	
t <sub>c</sub> (min) =	5.48	t <sub>c</sub> = 1.8(1.1 - C)L <sup>0.5</sup> /S <sup>0.3333</sup> , (Corps of Eng. Eqn.)

Total Time of Conc., T <sub>c</sub> =	8.79	min
Composite C <sub>c</sub> =	0.77	
Total Area, A <sub>t</sub> =	118704	ft <sup>2</sup>

**TABLE 4920.B  
 JACKSON IDF\* CURVE DATA - 100-YR STORM EVENT**

DURATION, T <sub>d</sub> (min)	INTENSITY, I (in/hr)	
0	3.70	assumes this portion of graph is linear
5	3	
10	2.33	
15	1.9	
20	1.65	
30	1.3	
40	1.08	
50	0.95	
60	0.82	
70	0.74	
80	0.65	
90	0.61	
100	0.56	
110	0.52	
120	0.48	

Initial Flow Rate, Q<sub>i</sub> (cfs) = 5.26 cfs at t<sub>c</sub> = 8.79 min

$$Q_i = C_c * I * A_t / (43200)$$

where,

Composite C <sub>c</sub> =	0.77	
Intensity, I =	2.49	in/hr at T <sub>d</sub> = 8.79 min
Total Area, A <sub>t</sub> =	118704	ft <sup>2</sup>

## POST-DEVELOPMENT

### ROOF CALCULATIONS

ROOF AREA (FT <sup>2</sup> )	34773	
C-VALUE =	0.9	
S =	30%	
L (ft) =	12	assumed longest run to roof drain
t <sub>c</sub> (min) =	0.40	t <sub>c</sub> = 1.8(1.1 - C)L <sup>0.5</sup> /S <sup>0.3333</sup> , (Corps of Eng. Eqn.)

### DRIVEWAY CALCULATIONS

DRIVEWAY AREA (FT <sup>2</sup> )	58158	
C-VALUE =	0.9	
S =	2%	
L (ft) =	473	
t <sub>c</sub> (min) =	6.21	t <sub>c</sub> = 1.8(1.1 - C)L <sup>0.5</sup> /S <sup>0.3333</sup> , (Corps of Eng. Eqn.)

### LAWN CALCULATIONS

LAWN AREA (FT <sup>2</sup> )	25772	
C-VALUE =	0.3	
S =	2%	
L (ft) =	0	
t <sub>c</sub> (min) =	0.00	t <sub>c</sub> = 1.8(1.1 - C)L <sup>0.5</sup> /S <sup>0.3333</sup> , (Corps of Eng. Eqn.)

T<sub>c</sub> Pipe flow (min) = 1.31      t<sub>c</sub> = L(ft)/V(fps)/60      10" and 4" segments assumed

Total Time of Conc., T<sub>c</sub> = 7.92      min  
 Composite C<sub>c</sub> = 0.77  
 Total Area, A<sub>t</sub> = 118703      ft<sup>2</sup>

TABLE 4920.B  
 JACKSON IDF\* CURVE DATA - 100-YR STORM EVENT

DURATION, T <sub>d</sub> (min)	INTENSITY, I (in/hr)
0	3.70
5	3
10	2.33
15	1.9
20	1.65
30	1.3
40	1.08
50	0.95
60	0.82
70	0.74
80	0.65
90	0.61
100	0.56
110	0.52
120	0.48

assumes this portion of graph is linear

Final Flow Rate, Q<sub>f</sub> (cfs) = 5.52      cfs at t<sub>c</sub> = 7.92 min

$$Q_f = C_c * I * A_t / (43200)$$

where,

Composite C<sub>c</sub> = 0.77  
 Intensity, I = 2.61      in/hr at T<sub>d</sub> = 7.92 min  
 Total Area, A<sub>t</sub> = 118703      ft<sup>2</sup>

Post and Pre-Development Diff = **0.26** cfs

**TABLE 1**

DURATION, T <sub>d</sub> (min)	INTENSITY, I (in/hr)	Design Flow, Q <sub>d</sub> (ft <sup>3</sup> /s)	Design Storage Volume, V <sub>d</sub> (ft <sup>3</sup> )
2	3.40	7.195	-441
3	3.27	6.912	-301
4	3.13	6.629	-188
5	3	6.345	-102
6	2.87	6.062	-42
7	2.73	5.778	-7
8	2.60	5.495	6
9	2.46	5.211	-3
10	2.33	4.928	-30
15	1.9	4.019	-344
20	1.65	3.490	-855
30	1.3	2.750	-2234
40	1.08	2.284	-3881
50	0.95	2.009	-5702

TABLE 1 EQUATIONS:  $Q_d = C_c \cdot I \cdot A_d / (43200)$

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

Where,

Composite C<sub>c</sub> = 0.77  
 Intensity, I = 2.61 in/hr  
 Total Area, A<sub>t</sub> = 118703 ft<sup>2</sup>  
 Final Flow Rate, Q<sub>d</sub> (cfs) = 5.52 cfs at t<sub>c</sub> = 7.92 min  
 Initial Flow Rate, Q<sub>i</sub> (cfs) = 5.26 cfs at t<sub>c</sub> = 8.79 min  
 Duration, T<sub>d</sub> = 7.92 (min)

**Storage Volume = 6 ft<sup>3</sup>, or 45 gallons**  
**Dry Bottom Basins to be Utilized for Stormwater Detention**

# TRAFFIC ANALYSIS

# TRAFFIC IMPACT ANALYSIS

**ELK COUNTRY INN PROJECT  
SKETCH PLAN SUBMITTAL**

**PREPARED BY**



**DECEMBER 2017  
17-367-01**

## TRAFFIC IMPACT ANALYSIS

### 1. Proposed Project

The proposed project includes moving 6 existing cabins to an alternate location on site and the removal of one, also the construction of a 22,000 plus square foot building. The building includes a basement and 3 floors above grade. The facility will include 21 new lodging units, 2 employee housing units, lobby, breakfast room, exercise room, indoor/outdoor pool and the necessary maintenance and manage support rooms. The project will be located along Pearl Avenue within the Commercial Residential and is subject to the Lodging Overlay.

### 2. Impact Assessment Methodology

In order to perform any traffic impact assessment, the general methodology is to compare the traffic levels in an existing state with those of a projected situation. The Institute of Traffic Engineers has provided data and methodology that can be used to determine the number of trips generated from a property dependent on the usage. The differential in trips generated between the pre- and post-development conditions can be considered to be the impact caused by the development. Traffic counts provided by the Wyoming Department of Transportation (WYDOT) along the Highway 89 corridor will provide context for the volume of trips generated by the development. This preliminary traffic impact analysis will allow a general understanding of the traffic impacts due to the development.

### 3. Existing Trip Generation

The proposed project site currently contains Elk Country Inn, a lodging facility that includes hotel rooms and detached cabins along with associated housekeeping and employee housing. The P.M. peak hour for this type of land use generates the largest number of trips and will be used for the analysis and comparison. Hotels and motels have a relatively small amount of trip generation associated with them due to many users only contributing one trip as they return from the day's activities. As shown in the summary table below, the existing use of the property generates 61 trips during the P.M. peak hour.

**EXISTING P.M. PEAK HOUR TRIP GENERATION**

LAND USE	ITE LAND USE DESIGNATION CODE	ROOMS OR UNITS	P.M. PEAK HOUR TRIP GENERATION RATE	TRIP GENERATION
MOTEL (CABINS)	320	25	0.56	14.0
HOTEL	310	58	0.61	35.4
APARTMENTS (ARU AND SHORT TERM)	220	13	0.67	8.7
APARTMENTS (EMP HOUSING)	220	4	0.67	2.7
<b>TOTAL</b>				<b>61</b>

SOURCE:

TRIP GENERATION RATES TAKEN FROM  
INSTITUTE OF TRANSPORTATION ENGINEERS (ITE) *TRIP GENERATION, 9TH EDITION*

**4. Existing Traffic and Circulation**

The Elk Country Inn street front is located on West Pearl Avenue approximately one block from a road of high traffic density (Broadway Avenue/US 26/89/198/191), as well as street front on West Pearl Street which currently sees a relatively large volume of traffic, particularly during peak summer tourist season. WYDOT provided traffic data for Broadway Avenue, a major north-south arterial one block to the west of the project. This data can be used to contextualize the amount of traffic that this neighborhood currently experiences. As shown in the appendix, the annual average daily traffic (AADT) on Broadway Avenue south of the Pearl Street intersection is 31,985 trips per day and 15,858 trips per day north of the intersection (between Pearl and Cache). Applying the Design Hourly Volume (DHV) to the lesser of the two figures as a conservative example yields a peak hour design volume of roughly 2,380 trips per hour.

The trips generated by the existing uses on the subject property can use either the dedicated enter and exit lanes on Pearl Street, or the shared parking area with the adjacent property to the west. A small number of users will use an existing entrance from Flat Creek Drive to access cabin units in the southwest corner of the property.

**5. Proposed Trip Generation**

The Sketch Plan phase development plan for the subject property indicates a new 21-room hotel building. The hotel will include facilities associated with lodging including a breakfast area and a small amount of retail and meeting space. The trip generation calculations for hotels assume meeting space within and it does not need to be calculated independently. Two additional units

of employee housing will also be provided. For the purposes of this analysis, the breakfast area and small gift shop do not contribute any further trip generation in addition to the hotel use. As shown in the table below, the proposed uses of the property generate 75 trips during the P.M. peak hour.

PROPOSED P.M. PEAK HOUR TRIP GENERATION

LAND USE	ITE LAND USE DESIGNATION CODE	ROOMS OR UNITS	P.M. PEAK HOUR TRIP GENERATION RATE	TRIP GENERATION
MOTEL (CABINS)	320	24	0.56	13.4
HOTEL	310	78	0.61	48.0
APARTMENTS (ARU AND SHORT TERM)	220	13	0.67	8.7
APARTMENTS (EMP HOUSING)	220	6	0.67	4.0
TOTAL				75

SOURCE:

TRIP GENERATION RATES TAKEN FROM  
INSTITUTE OF TRANSPORTATION ENGINEERS (ITE) *TRIP GENERATION, 9TH EDITION*

## 6. Proposed Traffic and Circulation

A comparison of the existing to the proposed condition shows an anticipated increase of 14 trips during the P.M. peak hour for an increase of roughly 23% over existing conditions. The hotel currently generates once-daily exit/entry of the average hotel guest. The proposed development is expected to only slightly augment the current trip generation, and is expected to remain similar in nature. As with many lodging facilities in the areas near downtown, some hotel guests won't need to use an automobile in order to access typical tourist attractions such as shopping, restaurants, and local parks. The additional 14 trips per hour created by this development will be easily absorbed into a network that currently handles 2,380 trips per hour.

Currently, there are three curb cuts on Pearl Street used for hotel entry and exit. The development proposes to replace these curb cuts with two new curb cuts and create a frontage that conforms to current Town of Jackson Land Development Regulations.

## **7. Alternative Modes Analysis**

Due to the proximity of the project location to the downtown core district, it is anticipated that many hotel guests will utilize existing pedestrian walkways often during their stay at the hotel. The proposed bike share program will add to the ability of a visitor to travel the downtown core district without using an automobile. The project location is also very conducive to the use of public transportation by local employees travelling to work or for the hotel guest on a day trip. There are six START bus stops providing direct or connecting service on all lines in both directions within one-quarter mile of the property, the acceptable distance a pedestrian is expected to walk in order to use public transit. No trip reduction was assumed due to the project's proximity to the downtown core district or public transportation; the discussion is included to further illustrate the minimal impact of the development on neighborhood traffic, particularly during peak summer tourist season.

**APPENDIX**  
**WYDOT TRAFFIC COUNT**

# WYDOT Traffic Data

November 29, 2017

County: Teton

Location: Jackson Corp Limits

RM: 153.920 – 154.070

2015 AADT: 31,985

FC: 2

Percent Trucks: 5.8%

DHV: 15.0%

County: Teton

Location: JCT Pearl Street

RM: 154.070-154.480

Pear Street to Cache

2015 AADT: 15,858

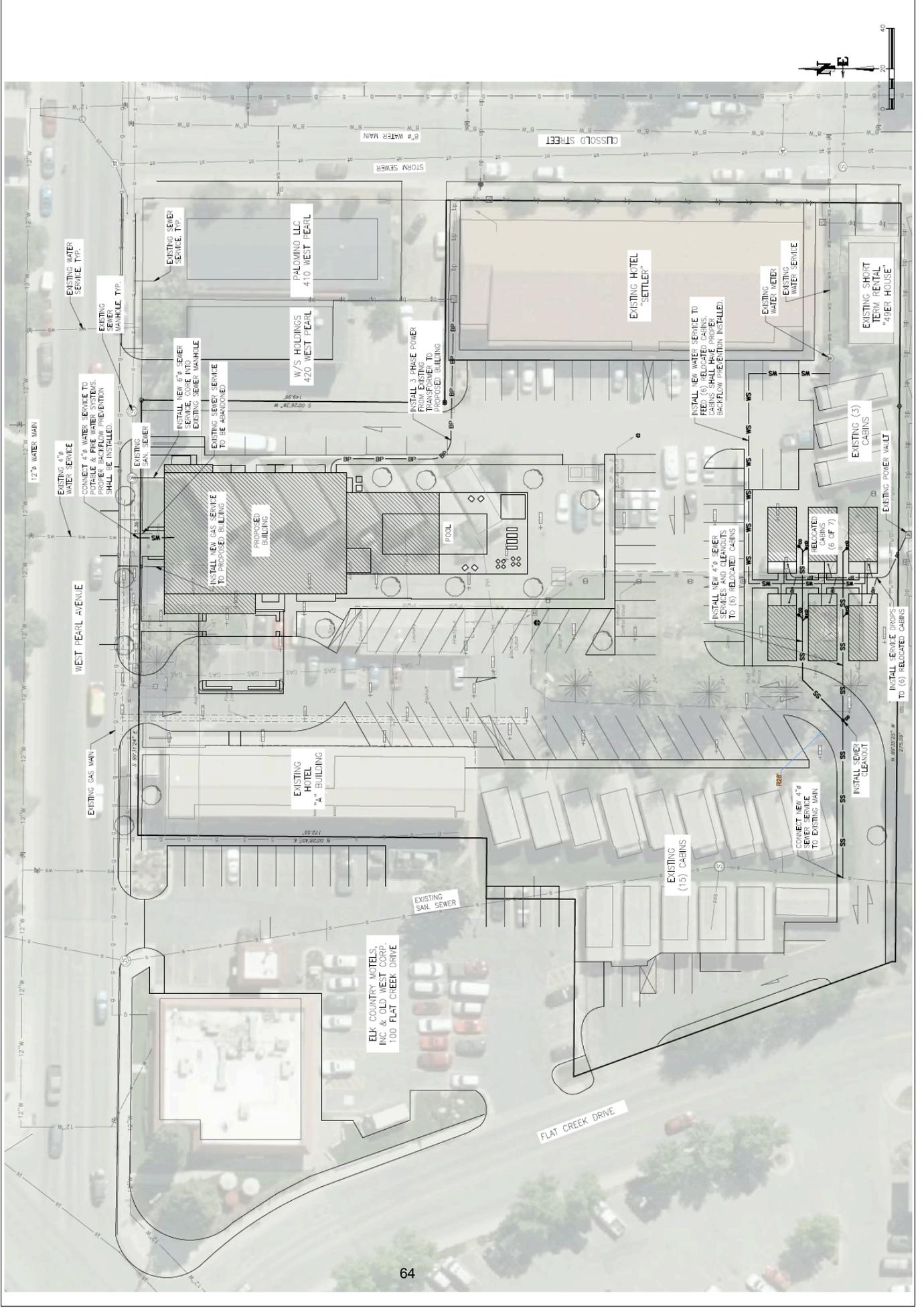
FC: 2

Percent Trucks: 5.8%

DHV: 15.0%

# DRAWINGS





# FINDINGS FOR APPROVAL

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

This property is within Character District 2.3 within District 2: Town Commercial Core. The property is also within the Lodging Overlay. Below are descriptions of how the proposed development will meet each of the desired characteristics of the Comprehensive Plan.

**a. Character:** The building design seeks to convey an Old World European experience for a striking architectural design that will welcome visitors and enhance the town's character. This will be achieved with steep roof pitches, minimal roof overhangs, stone veneer, and a mix of traditional square, gothic and eyebrow windows. The proposed building location on the site currently houses 7 one story log cabins and one unattractive laundry/hot tub building which are representative of the existing varied and inconsistent character and built form in the Downtown area. These buildings will be replaced by a new 3 story structure with lodging on the second and third floors and guest services on the ground floor. This new building will upgrade this property to a high quality hotel with high end amenities. The new building will be stone exterior on the front 1/3 of the building and will use massing, pitched roofs, openings and step backs for a scale that is inviting and interesting from various view angles. The rear portion of the building will be traditional wood materials and will tie the building architecturally to the existing rustic materials on site.

**b. Streetscape and Pedestrian:** All parking will be on site to the sides and rear of the new building as called for in Section 2.2.4 CR-2 section of the LDRs. All parking will conform with the 30'-0" setback requirement and will be screened from view with landscaping. The pedestrian realm will be inviting with trees in grates in the pedestrian frontage and landscaping in the setback range. The building will be set back about 8'-6" from the pedestrian frontage area. The building facade will have a large window area at the breakfast lounge area to provide transparency and create an open and inviting atmosphere. The porte cochere will be set back the required 30'-0" and will therefore allow for additional landscape screening. It will also reduce the amount of asphalt visible from the street, eliminate one existing curb cut, and remove a number of nonconformities on the site.

**c. Mixed Use:** The existing and new development is located within the Lodging Overlay and is dedicated to the lodging use. The proposed building will contain guest services on the main level which will include a covered drop off, lobby, breakfast room, sitting area, exercise room and indoor/outdoor pool area. The basement will have the required employee housing units. The second floor will have a private meeting room for guest and employee use.

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

Not Applicable

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

See attached Engineering Report which shows that there is no significant impact on transportation, potable water or wastewater. As a lodging use the proposed development will not affect schools and will not measurably affect parks, police, fire and EMS facilities.

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

See attached section on LDR Compliance and Responses to Checklist Items.

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

This proposal is in substantial conformance with all standards and conditions of prior applicable permits or approvals.

## NEIGHBORHOOD MEETING LETTER

**MICHELLE LINVILLE, ARCHITECT**

760 WIND RIVER LN, JACKSON, WY 83001  
307-413-6075 linvillearchitect@gmail.com

November 1, 2017

RE:

Elk Country Inn  
Owned by Lasting Legacy LLC  
480 West Pearl Avenue  
Jackson, WY 83001

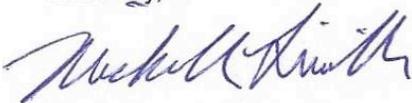
Dear Property Owner,

You are receiving this letter because you are within a 200' radius of the Elk Country Inn at 480 W Pearl Avenue. As the architect representing the owners of the Elk Country Inn, I would like to invite you to an informal meeting where you may view preliminary drawings for a proposed new building on the site and voice any questions or concerns. The meeting will be held in the 49'er Inn & Suites in the Rendezvous Room (next to the lobby) at 330 W Pearl Avenue on Friday November 17th at 5:30 pm.

The proposed development is on the site of the Elk Country Inn at 480 West Pearl Avenue and includes removal of a 1200 sf laundry building and 7 existing cabins near the center of the site. Six of the 7 cabins will be relocated on the south side of the property. In that center location we are proposing construction of a new 22,244 square foot building on the property. The new building will have a porte cochere for guest drop off; lobby for check in, guest lounge, breakfast area, and hotel offices; indoor/outdoor pool; exercise room and guest laundry area. Each of the 3 floors above grade and the basement will have lodging rooms for a total of 2 employee housing units and 21 hotel units.

The site is in the Commercial Residential 2 zoning district and is subject to the Lodging Overlay. No variances or waivers are being requested. All required parking and employee housing shall be provided on site.

Sincerely,



Michelle Linville, AIA

## NEIGHBOR LIST WITHIN 200' RADIUS

Name	Address 1	Address 2
OUR LADY OF THE MOUNTAINS CHURCH	P.O. BOX 992	JACKSON, WY 83001
ELK COUNTRY MOTELS, INC.	P.O. BOX 575	JACKSON, WY 83001-0575
CCC'S PBI, LLC	PO BOX 844	JACKSON, WY 83001
ELK COUNTRY MOTELS, INC. & OLD WEST CORP.	P.O. BOX 575	JACKSON, WY 83001
THE JICARILLA APACHE NATION REAL ESTATE TRUST C/O MICHAEL DEVENZEIO	PO BOX 1805	JACKSON, WY 83001
JACKSON HOLE LODGE ASSOCIATES	P.O. BOX 1805	JACKSON, WY 83001
CHURCH OF OUR LADY OF THE TETONS, INC.	PO BOX 992	JACKSON, WY 83001
OUR LADY OF THE MOUNTAINS CHUR	P.O. BOX 992	JACKSON, WY 83001
CBV PARTNERS LLC	P.O. BOX 575	JACKSON, WY 83001
PALOMINO, LLC	PO BOX 612	JACKSON, WY 83001
ELK COUNTRY MOTELS INC.	P.O. BOX 575	JACKSON, WY 83001
W/S HOLDING #1, LLC	P.O. BOX 2335	CASPER, WY 82602
LASTING LEGACY	P.O. BOX 575	JACKSON, WY 83001
HOMESTEAD LIMITED PARTNERSHIP, THE	PO BOX 953	JACKSON, WY 83001
FSB OF NEW MEXICO DBA WELLS FARGO BANKQ2129-043	P.O. BOX 1805	JACKSON, WY 83001

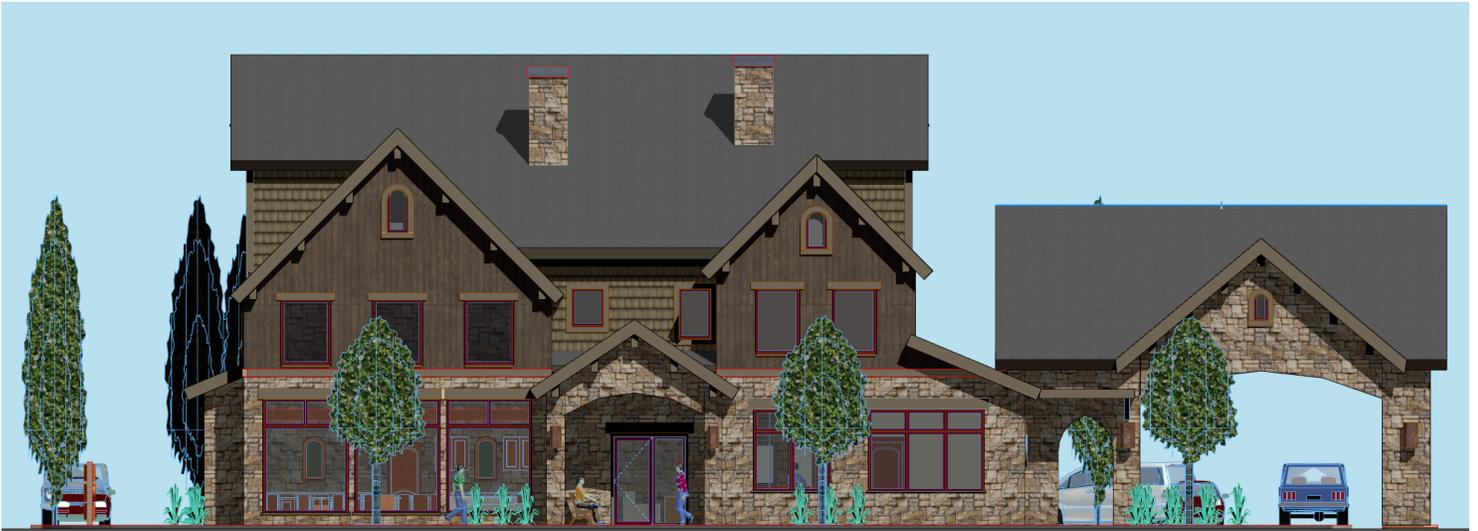
## NEIGHBOR MEETING NOTES

November 17, 2017

### Neighborhood Meeting Notes:

The Neighborhood Meeting was held on Friday November 17th as planned. In attendance representing the Elk Country Inn were Michelle Linville, Wendy Meadows, Clarene Law and Dan Winder.

Site Plan, Floor Plans, 3D Renderings, Block Section and Elevations were available for review. The only neighbors that showed up were Rick Walls and Cindy Long representing Crystal Creek Capital. Their response was very favorable and there were no concerns.



## NORTH ELEVATION - REVISED

Removed stone at 2nd & 3rd stories, lowered east roof, changed to gable over entry, stepped back east side bump out, removed all arch top windows except high gable windows, modified stone & siding surfaces.



## NORTH ELEVATION - OLD VERSION



## SOUTH ELEVATION - REVISED

Added sloped pitch to flat roof edge, modified stone and siding surfaces.



## SOUTH ELEVATION

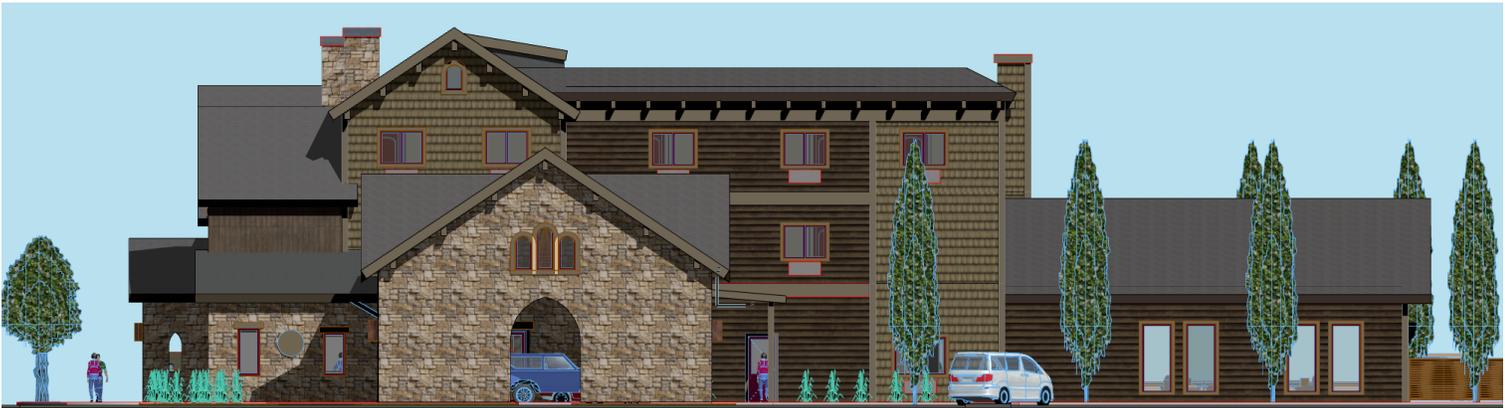


## EAST ELEVATION - REVISED

Added sloped pitch to flat roof edge, removed stone at 2nd & 3rd stories, removed arch top windows, changed east bump out from stone to cedar shingles, modified stone and siding surfaces.



## EAST ELEVATION - OLD VERSION

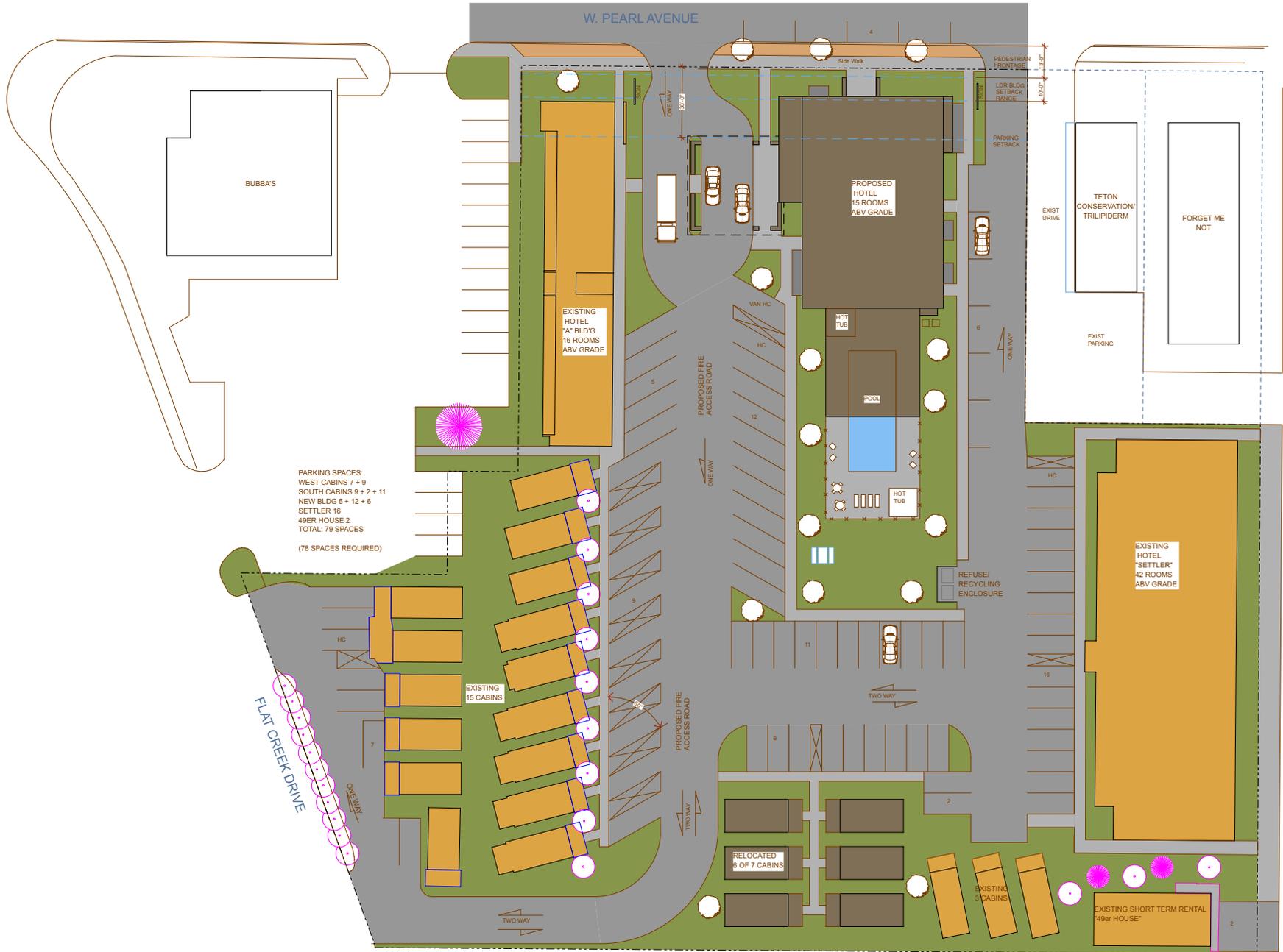


## WEST ELEVATION - REVISED

Added sloped pitch to flat roof edge, removed stone at 2nd story & 3rd story, removed arch top windows, modified stone and siding surfaces.

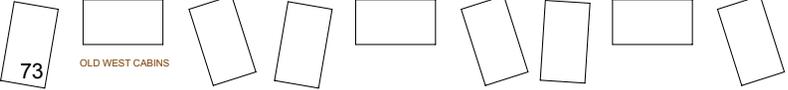


## WEST ELEVATION



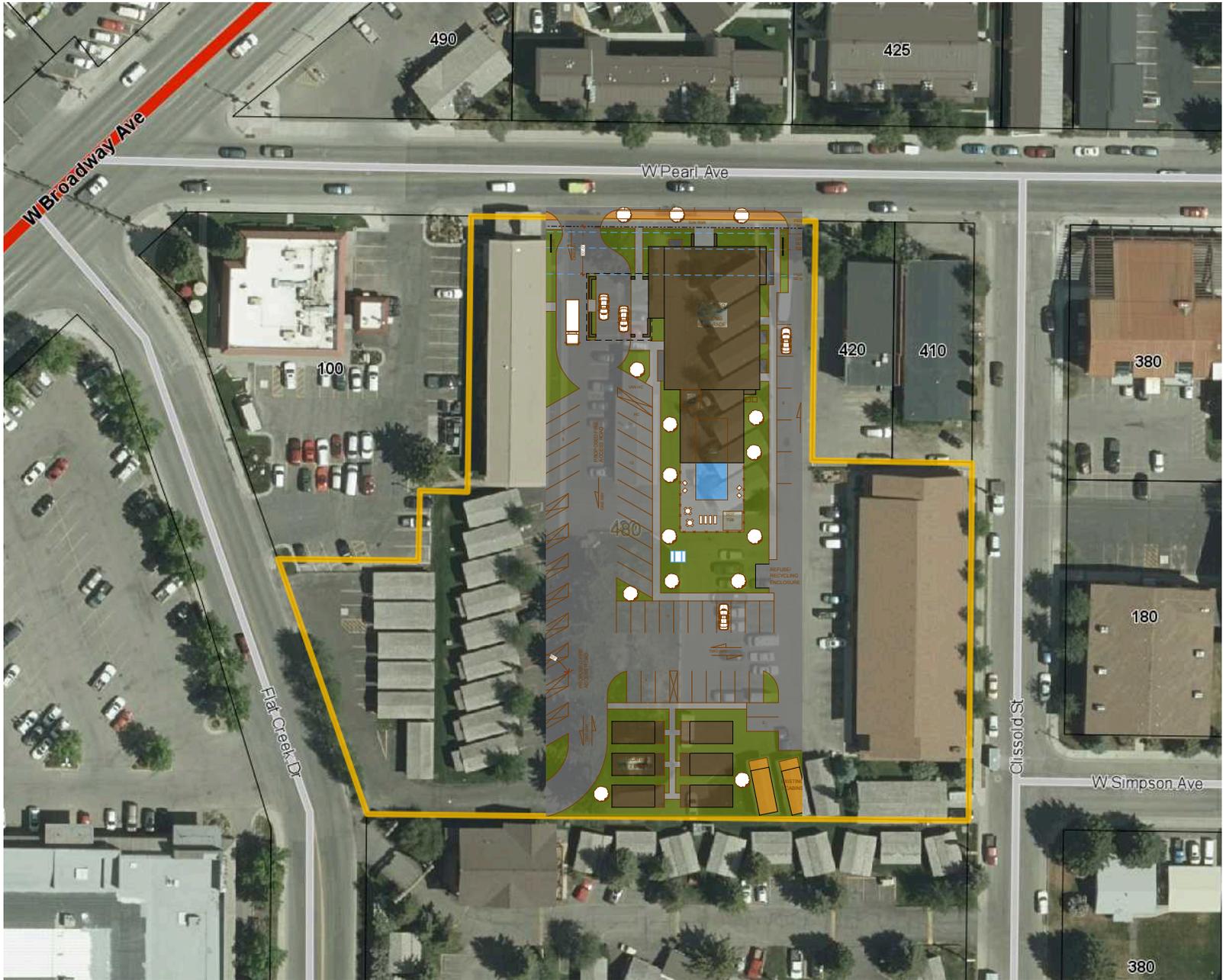
PARKING SPACES:  
 WEST CABINS 7 + 9  
 SOUTH CABINS 9 + 2 + 11  
 NEW BLDG 5 + 12 + 6  
 SETTLER 16  
 49ER HOUSE 2  
 TOTAL: 79 SPACES  
 (78 SPACES REQUIRED)

**SITE PLAN**  
**ELK COUNTRY INN**



**SITE SCHEMATIC**

CLISSOLD STREET



**SITE AERIAL VIEW**

**COPPER SHINGLES  
TREATED FOR BLACK  
APPEARANCE**



**STONE VENEER  
FARMERS STONE**



**VERTICAL WOOD  
SIDING DARK**



**HORIZONTAL WOOD  
SIDING DARK**



**CEDAR SHINGLE SIDING  
STAINED DARK TO MATCH  
EXISTING BUILDING**



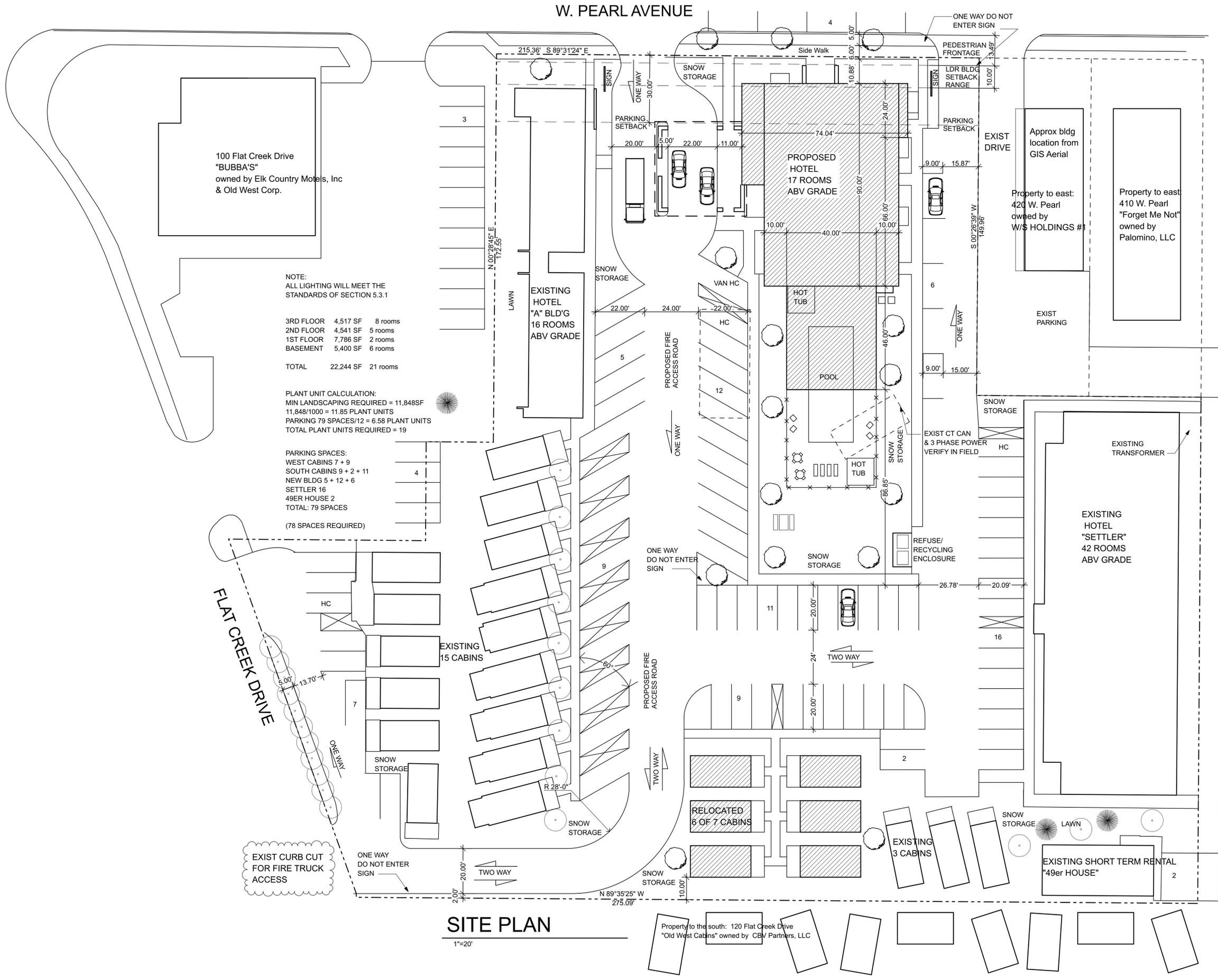
**PEARL AVE NORTHWEST VIEW**



**PEARL AVE NORTHEAST VIEW**



**PEARL AVE PORTICO VIEW**



100 Flat Creek Drive  
"BUBBA'S"  
owned by Elk Country Motels, Inc  
& Old West Corp.

NOTE:  
ALL LIGHTING WILL MEET THE  
STANDARDS OF SECTION 5.3.1

3RD FLOOR	4,517 SF	8 rooms
2ND FLOOR	4,541 SF	5 rooms
1ST FLOOR	7,786 SF	2 rooms
BASEMENT	5,400 SF	6 rooms
<b>TOTAL</b>	<b>22,244 SF</b>	<b>21 rooms</b>

PLANT UNIT CALCULATION:  
MIN LANDSCAPING REQUIRED = 11,848SF  
11,848/1000 = 11.85 PLANT UNITS  
PARKING 79 SPACES/12 = 6.58 PLANT UNITS  
TOTAL PLANT UNITS REQUIRED = 19

PARKING SPACES:  
WEST CABINS 7 + 9  
SOUTH CABINS 9 + 2 + 11  
NEW BLDG 5 + 12 + 6  
SETTLER 16  
49ER HOUSE 2  
TOTAL: 79 SPACES  
(78 SPACES REQUIRED)

**SITE PLAN**  
1"=20'

**mlarchitect**  
Michelle Linville, AIA 307.413.8075  
linvillearchitect@gmail.com  
760 Wind River Ln, Jackson, WY 83001  
Residential & Commercial Architecture

**ELK COUNTRY INN  
NEW ENTRY BUILDING  
380 W. PEARL AVENUE  
JACKSON, WYOMING**

ISSUE	DATE	ID	CHANGE

PROJECT NO: 206-16  
DRAWN BY: ML

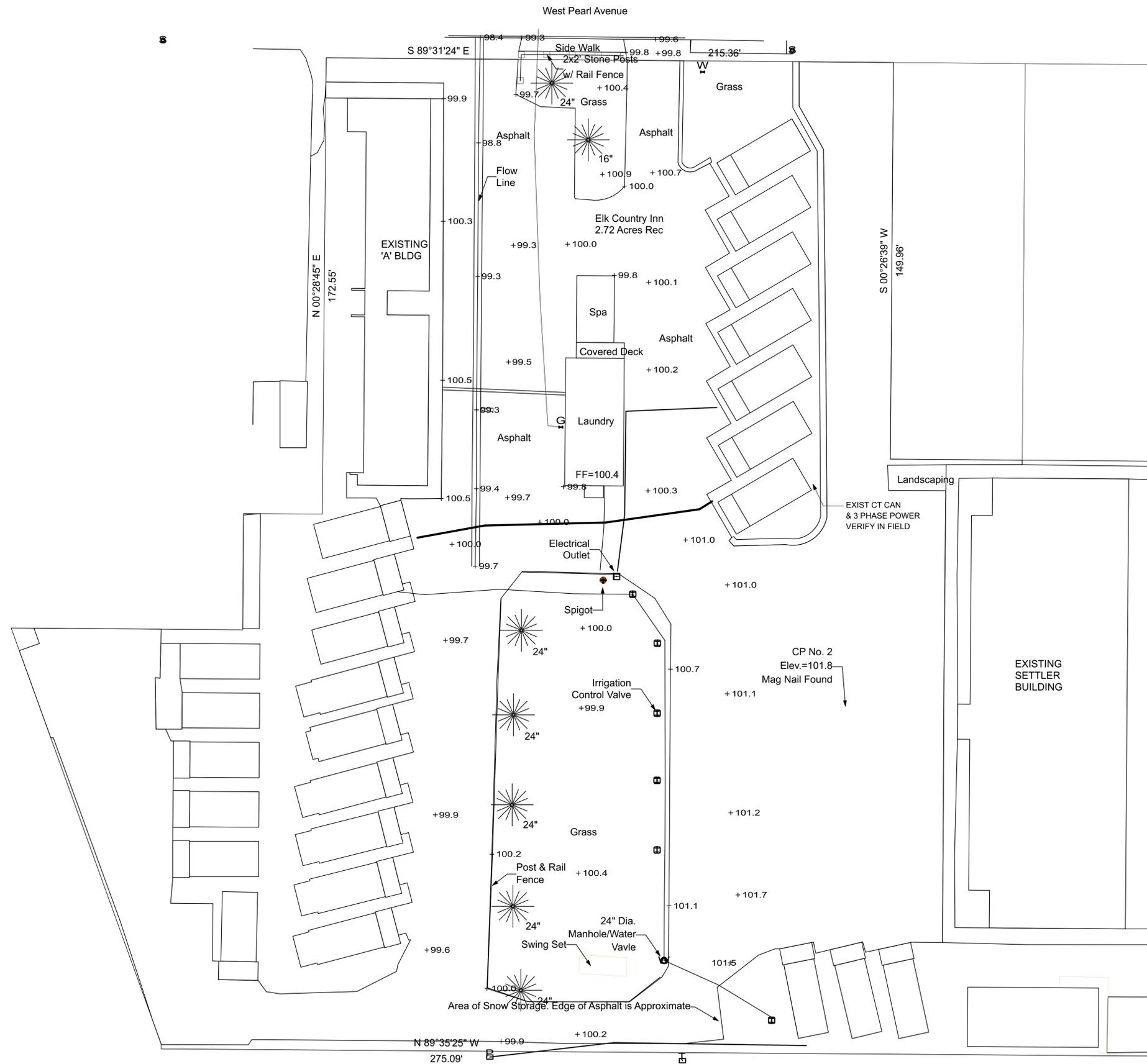
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SHEET TITLE:  
**SITE PLAN**

**SK-1.1**

SKETCH PLAN SET  
Sunday, December 10, 2017 4:09 PM





**EXISTING SITE PLAN**

1"=20'

**SKETCH PLAN SET**  
 Sunday, December 10, 2017 4:09 PM

**SHEET TITLE:**  
 EXISTING SITE PLAN

**PROJECT NO:** 206-16  
**DRAWN BY:** ML

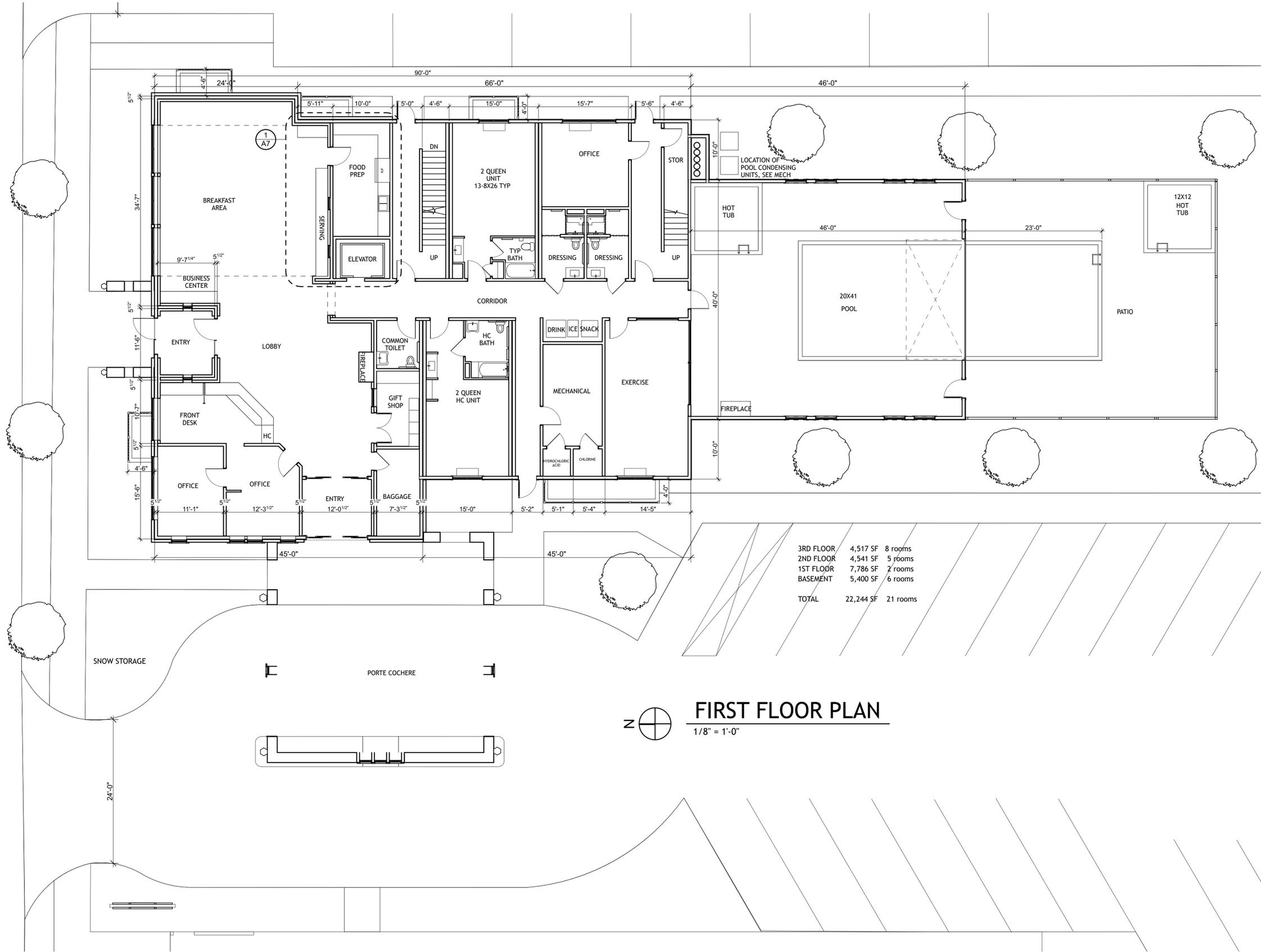
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ISSUE DATE	ID	CHANGE

**ELK COUNTRY INN  
 NEW ENTRY BUILDING  
 380 W. PEARL AVENUE  
 JACKSON, WYOMING**

**mlarchitect**  
 Michelle Linville, AIA 307.413.6075  
 linvillearchitect@gmail.com  
 760 Wind River Ln, Jackson, WY 83001  
 Residential & Commercial Architecture

PEARL AVENUE



3RD FLOOR	4,517 SF	8 rooms
2ND FLOOR	4,541 SF	5 rooms
1ST FLOOR	7,786 SF	7 rooms
BASEMENT	5,400 SF	6 rooms
<b>TOTAL</b>	<b>22,244 SF</b>	<b>21 rooms</b>

**FIRST FLOOR PLAN**

1/8" = 1'-0"

**mlarchitect**

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Residential & Commercial Architecture

**ELK COUNTRY INN  
NEW ENTRY BUILDING  
380 W. PEARL AVENUE  
JACKSON, WYOMING**

ISSUE	DATE	ID	CHANGE

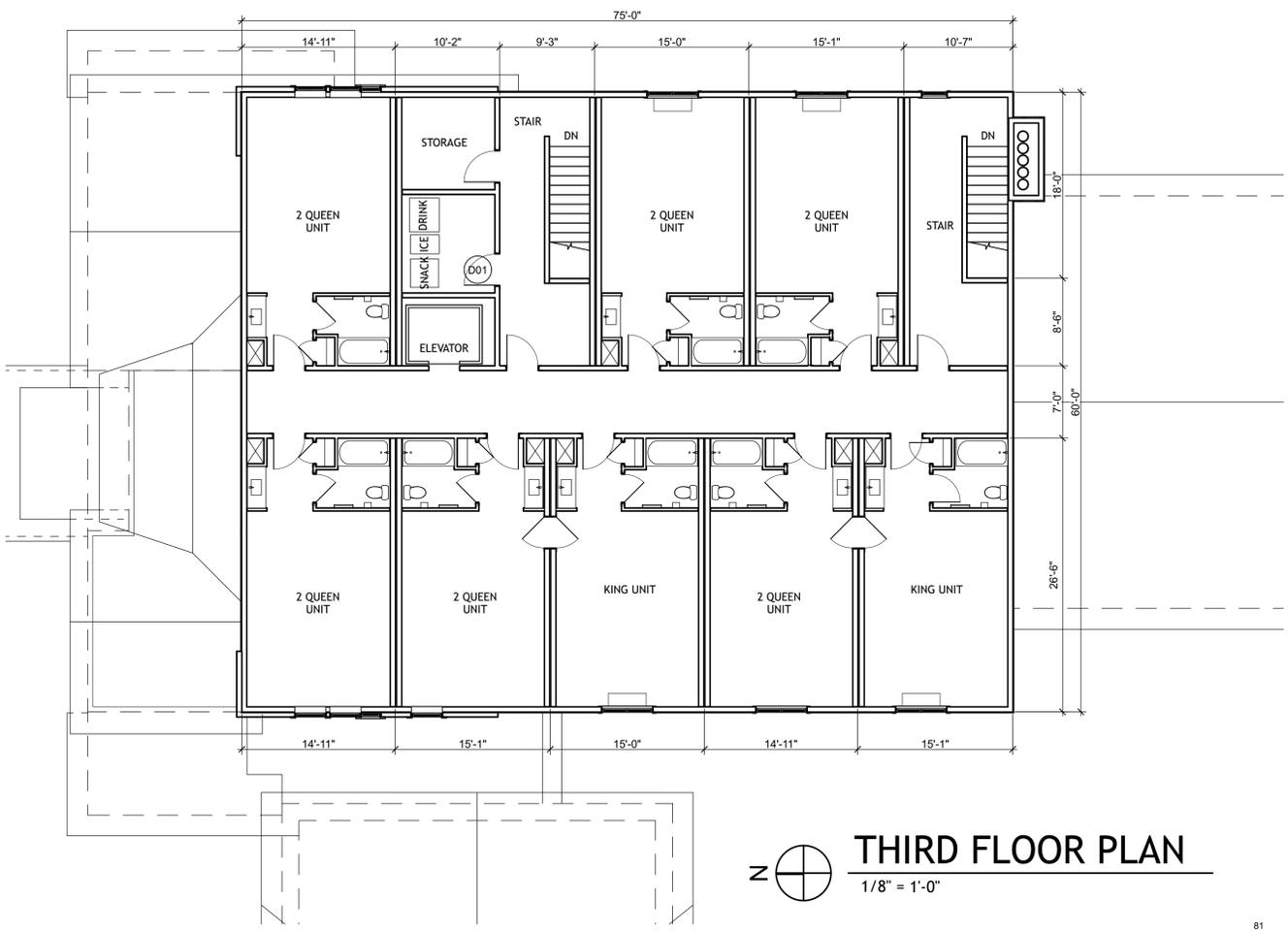
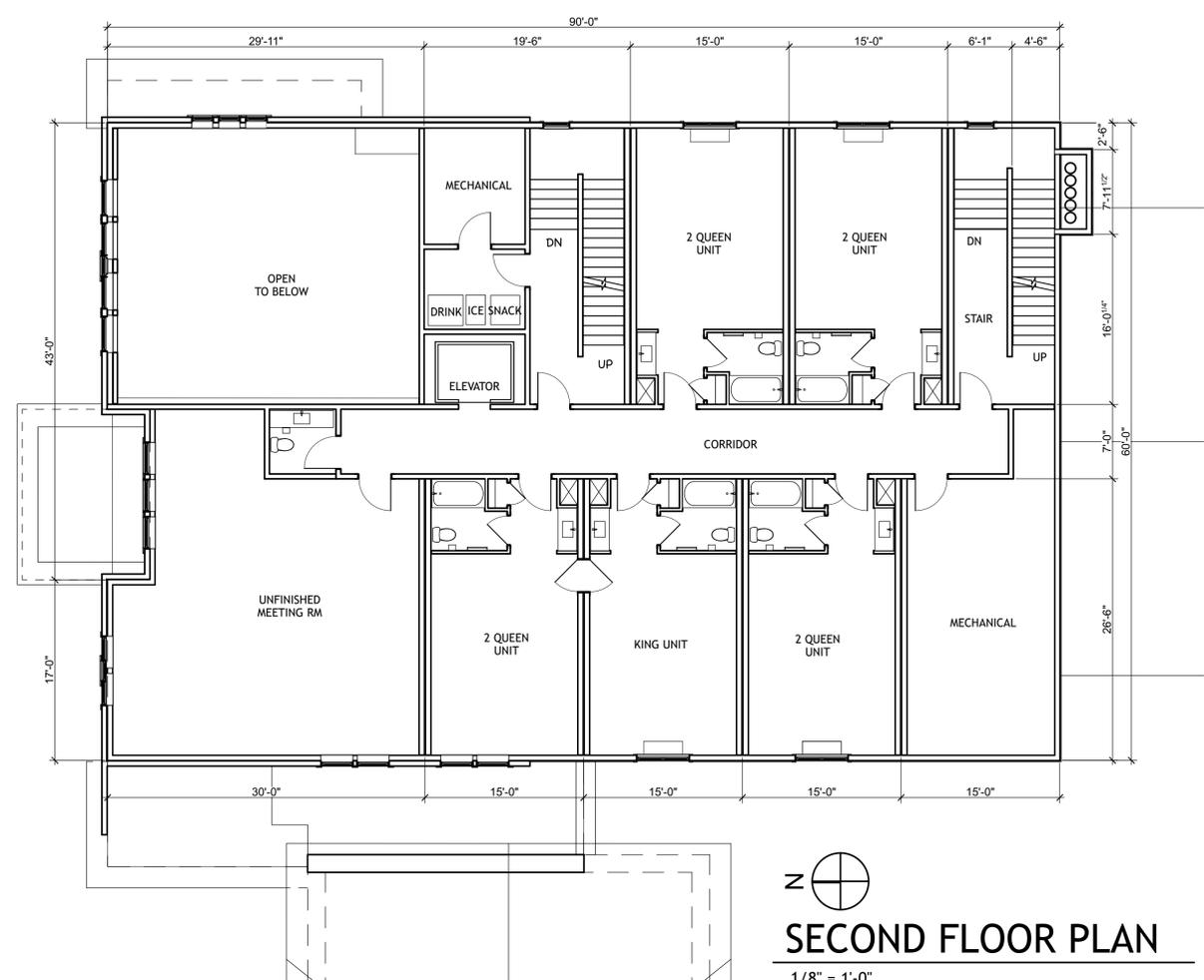
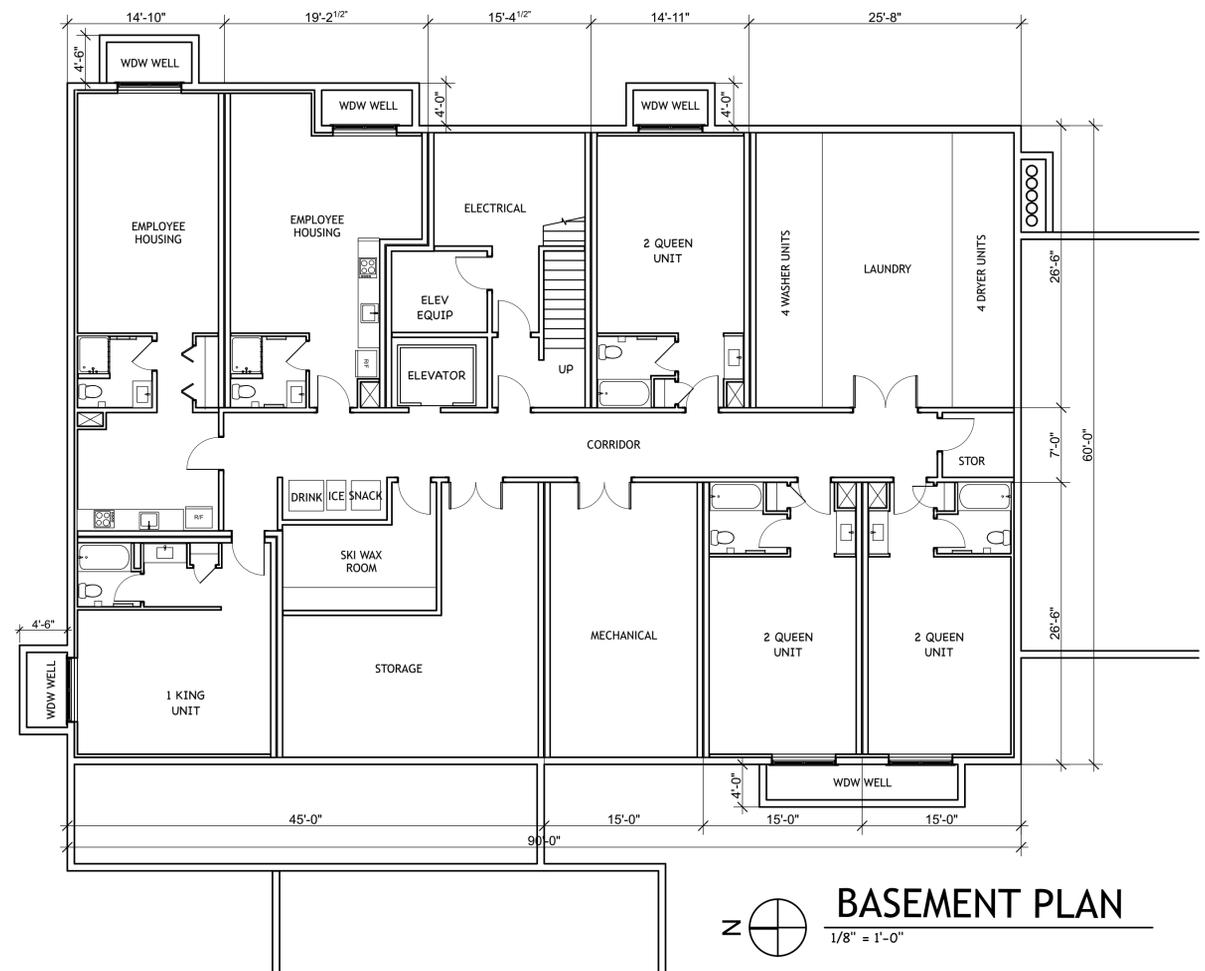
PROJECT NO: 206-16  
DRAWN BY: ML

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SHEET TITLE:  
**GROUND FLOOR PLAN**

**SK-3.1**

SKETCH PLAN SET  
Sunday, December 10, 2017 4:09 PM



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**ELK COUNTRY INN  
NEW ENTRY BUILDING  
380 W. PEARL AVENUE  
JACKSON, WYOMING**

ISSUE	DATE	ID	CHANGE

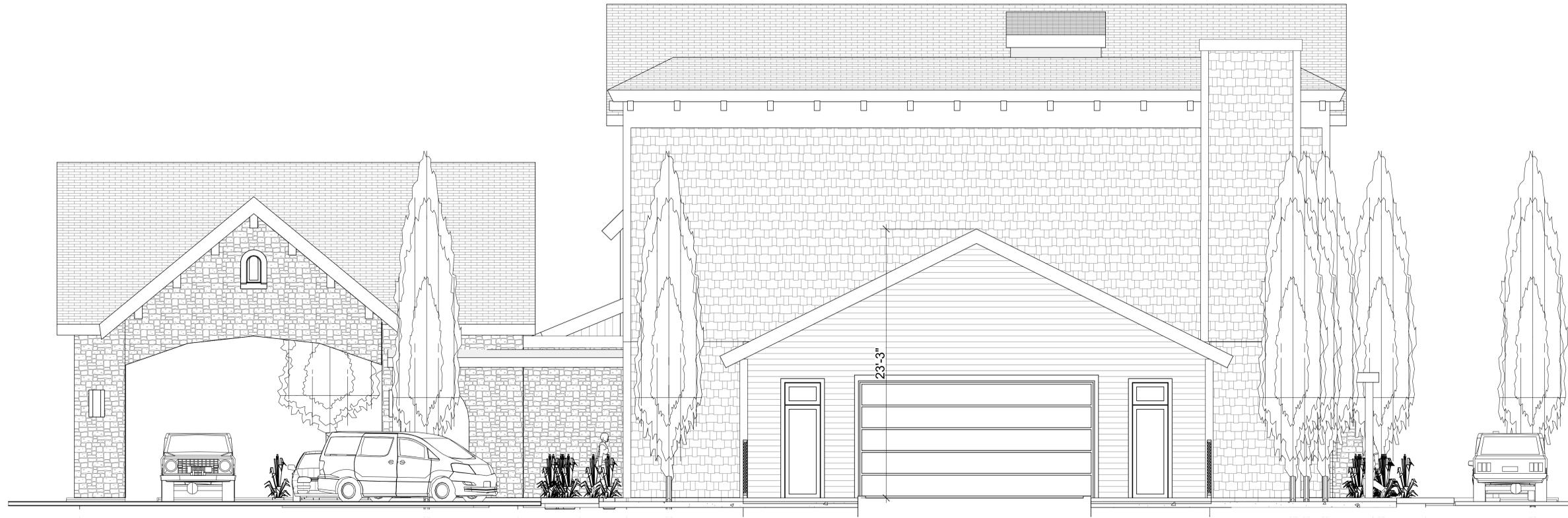
PROJECT NO: 206-16  
DRAWN BY: ML

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**SHEET TITLE:**  
2ND, 3RD & BSMT FLOOR PLANS

**SK-3.2**

**SKETCH PLAN SET**  
Sunday, December 10, 2017 4:09 PM



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



② NORTH ELEVATION  
SCALE: 1/8" = 1'-0"

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Residential & Commercial Architecture

ELK COUNTRY INN  
NEW ENTRY BUILDING  
380 W. PEARL AVENUE  
JACKSON, WYOMING

ISSUE	DATE	ID	CHANGE

PROJECT NO: 215-17  
DRAWN BY: ML

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SHEET TITLE:  
**NORTH & SOUTH ELEVATIONS**



② EAST ELEVATION  
SCALE: 1/8" = 1'-0"



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

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Residential & Commercial Architecture

ELK COUNTRY INN  
NEW ENTRY BUILDING  
380 W. PEARL AVENUE  
JACKSON, WYOMING

ISSUE DATE	ID	CHANGE

PROJECT NO: 215-17  
DRAWN BY: ML

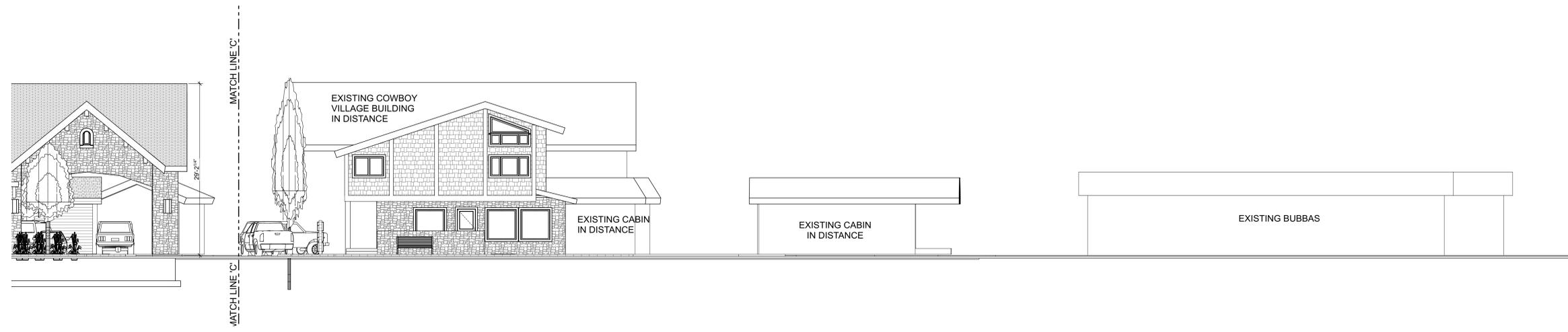
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SHEET TITLE:  
**EAST & WEST ELEVATIONS**

I:\Users\MLA\Documents\MLA\Projects\Elk Country Inn\Elk DRC facade v10r\Abv\p1r Tuesday, February 6, 2018 12:57 PM 23'-3"



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



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Residential & Commercial Architecture

**ELK COUNTRY INN  
NEW ENTRY BUILDING  
380 W. PEARL AVENUE  
JACKSON, WYOMING**

ISSUE DATE	ID	CHANGE

PROJECT NO: 215-17  
DRAWN BY: ML

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SHEET TITLE:  
**STREET ELEVATION**



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

<b>Project Number</b>	P17-249	<b>Applied</b>	12/13/2017	STOL
<b>Project Name</b>	480 W Pearl Ave	<b>Approved</b>		
<b>Type</b>	SKETCH PLAN	<b>Closed</b>		
<b>Subtype</b>		<b>Expired</b>		
<b>Status</b>	STAFF REVIEW	<b>Status</b>		
<b>Applicant</b>	Michelle Linville	<b>Owner</b>	LASTING LEGACY	
<b>Site Address</b>		<b>City</b>	<b>State</b>	<b>Zip</b>
480 W PEARL AVENUE		JACKSON	WY	83001
<b>Subdivision</b>		<b>Parcel No</b>	<b>General Plan</b>	
		22411633100032		

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
<b>Contact</b> Notes Building Jim Green	NO COMMENT	12/13/2017	1/3/2018		
Fire Paul Anthony	APPROVED W/CONDITI	12/13/2017	1/3/2018	12/18/2017	Fire Department Comments

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
<b>Contact</b>					
<b>Notes</b>					
(12/18/2017 2:16 PM BCLA)					
FROM: Bobbi Clauson, Fire Inspector					
DATE: December 18, 2017					
SUBJECT: Sketch Plan and Basic Use Permit Review					
480 West Pearl					
P17-249					

This office has received the request for a Sketch Plan review 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 TAKE SPECIAL NOTE OF ALL \*\*STARRED\*\* ITEMS. Comments include, but are not limited to:

#### General Requirements

1. \*\*\*Fire apparatus access shall be provided. (2015 IFC 503.1.1) Site plan indicates an existing curb cut off of Flat Creek for FD access, however, I recently visited the site and am not confident in that access point. Please provide a more detailed plan for your Fire Department access.
2. Visible address numbers, a minimum of 4 inches in height and 0.5inch 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. The designed basement egress appears to be inadequate, and the first-floor office door may be interrupting egress on that level as well, however, we will defer to the Building Department on that matter. (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. Porte-cochere must meet requirements of Variance letter from Fire Marshal dated June 12, 2017.
10. Final fire inspection shall be required before certificate of occupancy is released.
11. Any storage spaces proposed under stairways shall not have any combustible materials. (IFC 315)
12. \*\*\*Plans submitted to Fire Department for review shall consist of one set of paper plans and one set of electronic plans (CD, thumb drive, or PDF format).

#### Sprinklers

1. \*\*\*As determined by the Building Official, the structure will have an automatic fire sprinkler system in accordance with appropriate NFPA standard for the occupancy type. (IFC 903.2.7) Unless specified within construction document notes, systems shall be designed to NFPA 13.
2. \*\*\*Room which houses fire sprinkler riser shall be no less than 5' x 7' in dimension and shall be accessible from outside grade. (IFC 903.2.11.1.1)
3. Fire Department Connection (FDC) location shall be determined by the AHJ and noted in the fire sprinkler plan review.
4. Knox Box shall be installed in an approved location at each structure having a fire sprinkler system. (IFC 506.1)
5. 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)
6. Fire flow requirements shall meet Appendix B of the International Fire Code.
7. 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)
8. Horn/strobe shall be installed above the fire department connection. (IFC 912.2.2.1)
9. Concealed spaces within NFPA 13 protected structures having combustible materials shall comply with the requirements and may require additional protection. (IFC 903.3)
10. Exterior overhangs exceeding 4 feet shall be protected using fire sprinklers when combustible construction is used (NFPA 13).

#### Alarms

11. Building shall have a complete alarm system per NFPA 72. A full set of fire alarm plans from a fire alarm contractor shall be submitted with all calculations and cut sheets of all equipment. (IFC Chapter 9)
12. Tactile appliances shall be installed where needed to notify occupants unable to see or hear emergency alarms, per most current

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
edition of NFPA 72. 13. Audible appliances provided for the sleeping areas to awaken occupants shall produce a low frequency alarm signal per most current edition of NFPA 72. 14. Any structure with Group R occupancy shall have required carbon monoxide detection as required. (IFC 915.1) Elevator 15. Elevator shall comply with ASME A17.1 with Phase I and Phase II of elevator emergency operations; subject to recall if required. (IFC Section 607)  Kitchen Fire Suppression 16. Commercial cooking hood exhausting foods creating grease laden vapors shall be of Type I and follow requirements of the International Mechanical Code. (IFC 609.2) 17. The automatic fire extinguishing system for commercial cooking systems shall be tested in accordance with UL300. (IFC 904.1) 18. Horn strobe shall tie into the fire extinguishing system under the commercial hood and be placed to alert occupants in the dining area (IFC 904.3.4) Please feel free to contact me if you have any further questions at <a href="mailto:bclauson@tetoncountywy.gov">bclauson@tetoncountywy.gov</a> or 307-733-4732.					

Legal APPROVED 12/13/2017 1/3/2018 1/2/2018  
A Cohen-Davis

Pathways APPROVED W/CONDITI 12/13/2017 1/3/2018 1/12/2018 see attachment

Brian Schilling  
(1/12/2018 9:14 AM STOL)  
P17-249, 480 W Pearl Elk Country Inn, Sketch Plan  
Comments from Teton County/TOJ Pathways Department  
Status: approved w/conditions

- Sidewalks and driveway crossings
  - o Sidewalks along Pearl Ave. shall be continuous when crossing the access driveways. (See below for an example of a Continuous Sidewalk). The concrete sidewalk surface and texture shall continue uninterrupted across the entire access driveway.
  - o The sidewalk shall be constructed so that it remains at a consistent vertical alignment with the sidewalk legs on either side of the driveway. I.e. the sidewalk shall not ramp down when crossing the driveway access, rather the driveway should rise to the level of the sidewalk. Any vertical change from the street elevation to the sidewalk elevation should be restricted to the driveway apron in the buffer space between the sidewalk and street.
  - o As a result of the desirable location in the downtown area, staff expects that there will be significant pedestrian activity to and from the inn. While the proposed streetscape dimensions meet the minimums noted in the LDRs, the design could be adjusted slightly (without major impact to the site layout) to enhance the streetscape to meet the recommendations in the Town of Jackson Community Streets Plan and better accommodate the pedestrian activity that is expected in the area. Staff recommends a) widening the sidewalk to 8' and b) increasing the landscape strip width to 6'. It appears that these adjustments are possible without encroaching on the building envelope.
- Driveway widths
  - o The west driveway appears to be wider than necessary for a one-way driveway. The driveway should be narrowed to the appropriate width for one-way access.
  - o The east driveway, because it is located at the very east edge of the property and there is no separation between this driveway and the driveway for the property to the east, is far too wide. A different design that provides a better pedestrian frontage is needed. Options might include replacing the existing island should be replaced with a new island that provides a pedestrian refuge and a clear break between the two properties, or forming an agreement with the adjacent property to allow access from a common driveway. However, the current layout is not workable and needs to be explored further.

\*\* See the attachement for the illustrations

Police APPROVED 12/13/2017 1/3/2018 12/14/2017

Todd Smith  
(12/15/2017 8:48 AM STOL)  
No concerns from the police department. I think the one way flow will be an improvement having cars exit onto Pearl a little further east than they currently do from the traffic light.

Thank you,  
Todd

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
<b>Contact</b> <b>Notes</b> Public Works Jeremy Parker (1/12/2018 9:41 AM JP) Plan Review Comments – APPROVED W/ CONDITIONS  P17-249 Sketch Plan Michelle Lenville, AIA (Owner: Lasting Legacy, LLC) 480 West Pearl Avenue  January 12, 2018 Jeremy Parker, (307)733-3079 x1412	APPROVED W/CONDITI	12/13/2017	1/3/2018	1/12/2018	

\*Please be advised that the following comments are being provided for use in preparation of future Development Plan submittals and are required for sufficiency.

In addition to the required Town of Jackson submittal requirements, The Engineering Department would like to encourage applicants to submit plans, documents, etc in electronic PDF format in addition to the standard paper submittal(s). Please submit these materials through the Planning Department.

The proposed site utility plan shows new sanitary sewer connections are intended to be made for the proposed new building on the Pearl Avenue frontage as well as for the relocated cabins on the south side of the property. If feasible, the Town of Jackson would like to see that the project utilize existing service connections prior to new connections being made, as well as eliminating and abandoning existing service connections. The Town of Jackson’s policy is to encourage and allow one service connection point per property when conditions allow.

Please be advised, 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 Sketch Plan submittal includes preliminary information pertaining to many of these items. However, please note that should any aspect of the proposed development be modified or altered during the planning process which affects these submittal requirements new and/or additional information shall need to be updated and included in the final Development Plan submittal. Prior to final Development Plan approval, the following items must be included in the application submittal for review:

- A construction staging and phasing narrative detailing anticipated public impact, material and equipment storage, etc.
- All work to be completed within the Town’s right-of-way shall be specifically addressed.
- A pedestrian corridor plan, including all dimensions and elevations in relation to existing curb and future development together with ADA compliance. If awnings or canopies are proposed within the right-of-way, dimensional and drainage information shall also be included.
- Preliminary potable water system plan consistent with the LDR’s, including point of connection to the Town’s distribution system, elimination and abandonment of existing or redundant service connections, meter and backflow device locations, etc.
- A water system analysis indicating the required fire flow demands and the impacts to the Town’s existing system.
- Preliminary sanitary sewer system plan consistent with the LDR’s, including point of connection to the Town’s collection system, elimination and abandonment of existing or redundant service connections, grease mitigation measures, etc.
- Information concerning the additional wastewater flows to be delivered to the Town’s system, in addition to a review of expected downstream impacts resultant of the additional flows being delivered.
- Complete grading and erosion control plan consistent with the LDR’s.
- Site contours (existing and proposed) beyond all property boundaries per the LDR’s to ensure the development’s integration into the surrounding public and private property.
- Preliminary storm-water management plan consistent with the LDR’s including pre- and post-development runoff calculations, proposed retention areas, snow storage areas, etc.
- Traffic analysis for the development’s impact on adjacent roadways per the LDR’s.
- Parking and access plan per the LDR’s, including dimensions of parking spaces and drive lanes, ingress and egress turning movements, etc.
- Preliminary underground utility (electric, gas, communications, etc.) plan, including locations of transformers, etc.
- Preliminary irrigation system design (if applicable) with metering and backflow system plan consistent with the LDR’s.
- Complete and detailed landscaping plan.

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					

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.

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.

START 12/13/2017 1/3/2018 12/14/2017

Darren Brugmann  
(12/15/2017 8:49 AM STOL)

START notes the comment located on page 45 describing Alternative Modes Analysis and has nothing further to add at this time.

Darren.

TC Housing Authority APPROVED W/CONDITI 12/13/2017 1/3/2018 1/23/2018

Stacy Stoker  
(1/23/2018 4:12 PM STOL)

To: Tyler Valentine  
Senior Planner, Town of Jackson Planning and Building

From: Stacy Stoker  
Housing Manager, Teton County Housing Authority

Re: Elk Country Inn (P17-249)  
Sketch Plan

Date: 1/23/18

The applicant is requesting approval of a sketch plan 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 a requirement to provide 972.8 SF of Employee Housing. They are proposing two Employee Housing units. One 598.45 SF studio and one 449.01 SF studio. The total SF is 74.66 more than the requirement. The maximum SF for a studio is 550 SF. The requirement of 972.8 is met using the maximum.

The units are located in the basement, and have one window located in a window well. Landscaping is required to mitigate this hardscape. Each unit is required to have outdoor storage, and outdoor deck/patio of living space. It is unclear whether this is being provided

A standard Employee Housing Restriction is required to be recorded on the property. This should be done prior to issuance of Certificate of Occupancy. The Jackson/Teton County Housing Department will work with the applicant to get the restriction recorded.

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



# TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

**PREPARATION DATE:** MARCH 15, 2018    **SUBMITTING DEPARTMENT:** PLANNING  
**MEETING DATE:** MARCH 19, 2018    **DEPARTMENT DIRECTOR:** TYLER SINCLAIR  
**PRESENTER:** TYLER VALENTINE

**SUBJECT:**    **ITEM P18-044:** ENCROACHMENT AGREEMENT WITH THE JACKSON STATE BANK & TRUST (WELLS FARGO) FOR PROPERTY LOCATED AT 110 CENTER STREET.

**APPLICANT:** WELLS FARGO, LORI SMITH

---

## STATEMENT/PURPOSE

The purpose of this item is to present to the Town Council consideration of an Encroachment Agreement with property owner, Jackson State Bank & Trust, to allow a canopy for a new Wells Fargo branch to encroach 6' into the Town right-of-way along Center Street and Deloney Avenue for the property located at 110 Center Street.

## LOCATION

Jackson State Bank & Trust are the owners of property described as 110 Center Street (please see the vicinity map on the following page).



## [BACKGROUND/ALTERNATIVES](#)

### **Background**

The subject property is located within the TS (Town Square) zoning district and is 0.12 acres (approximately 5,200 sf) in size. Wells Fargo, who has historically held a branch location on the adjacent property to the north, plans to build their new branch on the subject lot which was the former location for Moo's Ice Cream. Wells Fargo went before the Design Review Committee (DRC) for their proposed new bank branch several times over the past year and the DRC recommended approval of the design to the Planning Director. Since the proposed size of the building falls within a threshold that only requires staff level review and approval, this building will not come before the Town Council for review. In February 2018, a Building Permit for the new bank branch was submitted and is currently in review by the appropriate departments.

### **Request**

Currently the owner is seeking to demolish the existing building (old Moo's Ice Cream) redevelop the lot with a new 2,600 sf, single-story bank with parking to the rear (east). Since this lot is on a prominent corner of the Town Square, the applicant was required to install compliant pedestrian boardwalks along both Center Street and Deloney Avenue for the entire length of the building. In addition, a covered canopy was included. The canopy extends into the right-of-way by 6' on Center Street for a distance of approximately 40 feet. The canopy also extends into the right-of-way by 6' on Deloney Avenue for a distance of approximately 55 feet. The height, measured from the boardwalk to the bottom of the canopy, will be 10'-1" and gradually increases in height east along Deloney as the grade drops.

Town Engineer has reviewed the applicant's request and has not identified any issues at this time.

## ATTACHMENTS

Applicant Submittal  
Department Reviews

## FISCAL IMPACT

None.

## STAFF IMPACT

The Town Attorney would finalize an Encroachment Agreement upon direction by Town Council.

## LEGAL REVIEW

Complete. Should Town Council approved the request the Town Attorney would prepare an Encroachment Agreement.

## RECOMMENDATION

The Planning Director provides no recommendation on this request.

## SUGGESTED MOTION

I move to authorize staff to prepare an Encroachment Agreement between the Town of Jackson and property owner, Jackson State Bank & Trust, to allow a canopy to encroach 6' into the Town right-of-way on both Center Street and Deloney Avenue, subject to final review and approval by the Town Attorney.



**ENCROACHMENT AGREEMENT 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

**OWNER OF PROPERTY:**

Name: Wells Fargo/Jackson State Bank Phone: (303) 658-5202

Mailing Address: P.O. Box 2609, Carlsbad ZIP: 92009

E-mail: lori.a.smith@wellsfargo.com

**APPLICANT/AGENT:**

Name: RS&H, Inc. Phone: (303) 409-7941

Mailing Address: 7800 E. Union Ave. Suite 700 ZIP: 80237

E-mail: imin.lu@rsandh.com

**DESIGNATED PRIMARY CONTACT:**

Owner \_\_\_\_\_ Applicant/Agent X

**PROPERTY:**

Physical Address of Property: 110 Center Street, Jackson, WY 83001

Lot, Subdivision: Lot 1, Club House Addition

PIDN: 22-41-16-27-3-15-002

Description of Public Right-of Way: \_\_\_\_\_

**SUBMITTAL REQUIREMENTS.** Three (3) 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?

N/A **Application Fee.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.

X **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.

X **Narrative Description of the Request.** Provide a detailed narrative description explaining the use of the noted public right-of-way.

X **Exhibit.** Provide an exhibit (picture, drawings, maps, plans) of the use of the noted public right-of-way including dimensions of requested encroachment.

**FORMAT:**

The main component of any application is demonstration of compliance with all applicable Land Development Regulations (LDRs) and Resolutions.

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. 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 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 abovementioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

Lori Smith  
Signature of Owner or Authorized Applicant/Agent

LORI SMITH  
Name Printed

1/31/18  
Date

Vice President, Wells Fargo Bank, N.A.  
Title

**LETTER OF AUTHORIZATION**

Wells Fargo/Jackson State Bank & Trust - c.o. Lori Smith, "Owner" whose address is: P.O. Box 2609  
Carlsbad, CA 92009

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)  
Wells Fargo/Jackson State Bank & Trust, as the owner of property  
more specifically legally described as: Wells Fargo Bank, 110 Center St., Lot 1, Block 3, OJ-002348

(If too lengthy, attach description)  
HEREBY AUTHORIZES RS&H, Inc. 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: Lori Smith  
(SIGNATURE OF CO-OWNER)  
Title: Vice Pres South Wells Fargo Bank, N.A.  
(if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner)

STATE OF Colorado )  
 )SS.  
COUNTY OF Archule )

The foregoing instrument was acknowledged before me by Lori Smith this 31<sup>st</sup> day of January, 2018  
WITNESS my hand and official seal.

[Signature]  
(Notary Public)  
My commission expires: 11/21/2021

(Seal)  
KANDICE BACA  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20094010634  
MY COMMISSION EXPIRES NOVEMBER 21, 2021

February 20, 2018

110 Center Street  
Lot 1, Block 3, Club House Addition  
Parcel No. 22-41-16-27-3-15-002

**RE: Revised Encroachment Narrative for Canopy**  
**Permit # B17-0577, 110 Center Street, Wells Fargo/Jackson State Bank & Trust**

The proposed development is located at 110 Center Street on the north-east corner of E. Deloney Avenue and Center Street. The existing single story retail shop will be demolished for this new development. The property extends from Center Street on the east to an alley with approximately 65.0 feet frontage and from E. Deloney Ave on the north to adjacent property with approximately 45.0 feet frontage.

The proposed development is a financial banking center for Wells Fargo. It is one story high with roof terrace to be used for future adjacent new development. The main entrance will be facing intersection of Center Street and E. Deloney Avenue. A wrapped around canopy running entire frontages along Center Street and E Deloney Avenue will extend past the property line. The depth of this canopy will be 8'-4" from the face of the exterior finish and the bottom of the framing height will be held at approximately 10'-1" above interior finished floor and new boardwalk at the main entrance. The canopy along Center Street will extend past property line approximately 6 feet and runs about 40 feet in length; and the portion along E. Deloney Ave. will extend past property line approximately 6 feet and runs about 55 feet in length. The purpose of this canopy is to provide weather protection for the entrance and boardwalk.

# JACKSON DOWNTOWN

## WELLS FARGO JACKSON



CORPORATE PROPERTIES GROUP  
5601 S BROADWAY, SUITE 400  
DENVER, CO 80121  
MAC C7201-042

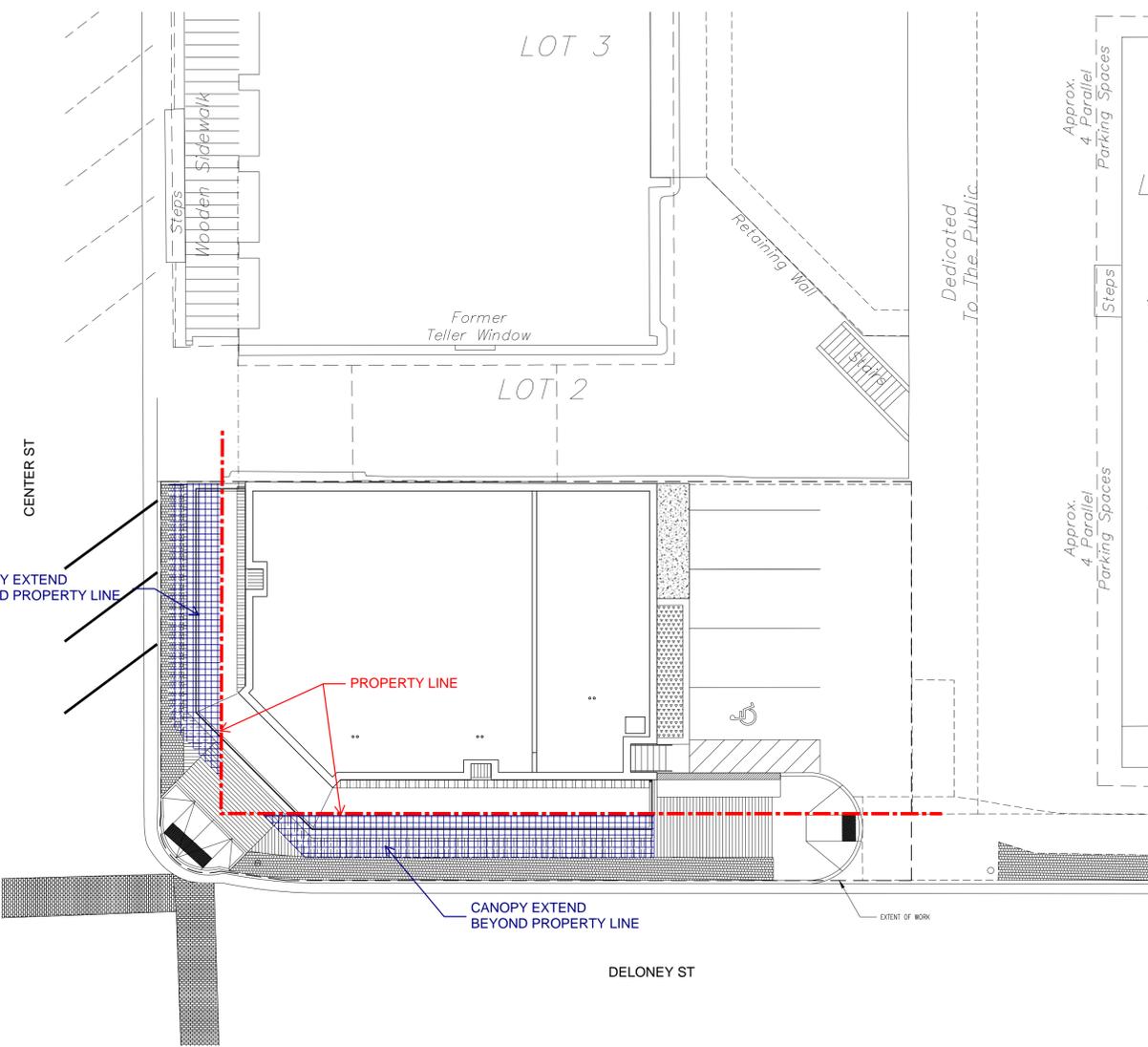
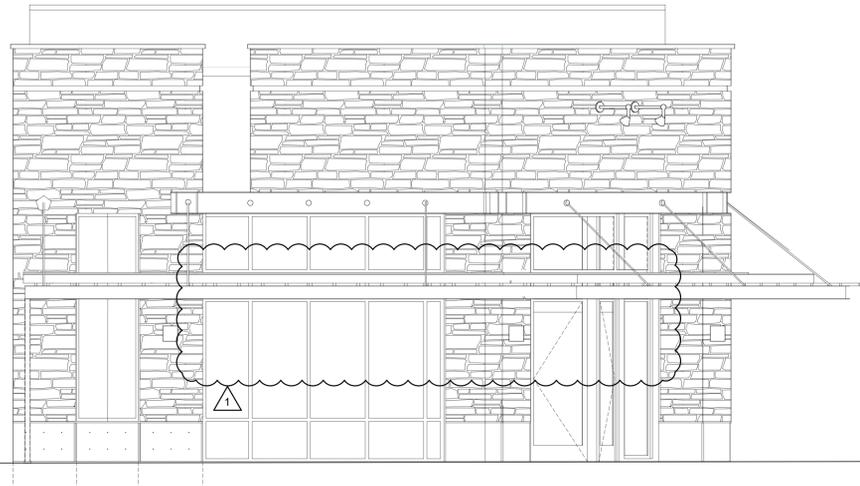


RS&H, Inc.

7800 E Union, Suite 700  
Denver, CO 80237  
303-409-9700 FAX 303-409-9701  
www.rsandh.com

PERMIT REVISION- 02/06/2018  
CLIENT MODIFICATION- 01/15/2018

110 CENTER ST.  
JACKSON, WY 83001  
501-0462-000  
100% PERMIT  
1/15/2018

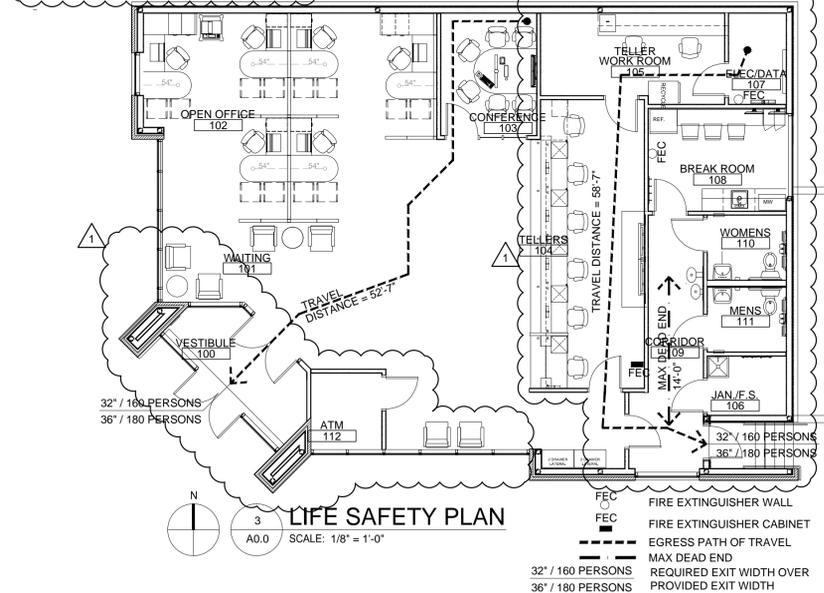


SHEET INDEX		FINISHES	
Sheet Number	SHEET TITLE	F1.0	FINISH PLAN
A0.0	COVER SHEET	F1.1	FINISH SCHEDULE
CIVIL		STRUCTURAL	
C1.0	EXISTING SITE	S0.1	STRUCTURAL GENERAL NOTES
C2.0	DEMO PLAN	S0.2	STRUCTURAL GENERAL NOTES (CONTD)
C3.0	UTILITY PLAN	S1.0	FOUNDATION PLAN
C3.1	UTILITY DETAILS	S1.1	AWNING FRAMING PLAN
C3.2	UTILITY DETAILS	S1.2	ROOF FRAMING PLAN
C4.0	GRADING PLAN	S2.0	STRUCTURAL WALL SECTIONS
C4.1	PAVING DETAILS	S2.1	STRUCTURAL WALL SECTIONS
C5.0	SIGN & STRIPING PLAN	S3.0	FOUNDATION DETAILS
LANDSCAPE		S4.0	FRAMING DETAILS
L1.1	LANDSCAPE PLAN	MECHANICAL	
IRRIGATION		M0.1	MECHANICAL SCHEDULES
IR1.1	IRRIGATION PLAN	M1.0	MECHANICAL PLAN
IR1.2	IRRIGATION NOTES & DETAILS	M1.1	MECHANICAL ROOF PLAN
ARCHITECTURAL		M2.0	MECHANICAL DETAILS
A0.1	GENERAL NOTES AND LEGEND	PLUMBING	
A1.0	FLOOR PLAN	P0.1	PLUMBING SCHEDULES
A1.1	REFLECTED CEILING PLAN	P1.0	PLUMBING PLAN
A1.2	ROOF PLAN & CANOPY DETAILS	P1.1	PLUMBING ROOF PLAN
A2.0	EXTERIOR BUILDING ELEVATIONS	P2.0	PLUMBING DETAILS
A2.1	BUILDING SECTIONS	ELECTRICAL	
A2.1.1	BUILDING SECTIONS	E0.1	ELECTRICAL SYMBOLS
A2.2	WALL SECTIONS	E1.1	LIGHTING PLAN
A2.3	WALL SECTIONS	E1.2	POWER PLAN
A2.4	WALL SECTIONS	E1.3	ELECTRICAL ROOF PLAN
A2.5	BUILDING DETAILS	E1.4	SECURITY
A2.6	BUILDING DETAILS	E2.0	ELECTRICAL SCHEDULES
A2.7	BUILDING DETAILS	E2.1	ELECTRICAL AND SECURITY DETAILS
A2.8	BUILDING DETAILS	E2.2	ELECTRICAL RISER AND DETAILS
A3.0	REFLECTED CEILING PLAN	MECHANICAL	
A3.3	BACK OF HOUSE MILLWORK ELEVATIONS AND DETAILS	M0.1	MECHANICAL SCHEDULES
A3.6	FORM RACK AND WORK BIN DETAILS	M1.0	MECHANICAL PLAN
A3.7	TONE-ON-TONE WALL DETAILS	M1.1	MECHANICAL ROOF PLAN
A4.0	ENLARGED RESTROOMS AND DETAILS	M2.0	MECHANICAL DETAILS
A8.1	GENERAL DETAILS	PLUMBING	
A8.6	DOOR AND HARDWARE SCHEDULES	P0.1	PLUMBING SCHEDULES
A8.7	DOOR DETAILS	P1.0	PLUMBING PLAN
A8.8	WINDOW SCHEDULE & DETAILS	P1.1	PLUMBING ROOF PLAN
		P2.0	PLUMBING DETAILS

### CODE ANALYSIS

#### EXISTING RETAIL CENTER

CRITERIA:	2015 INTERNATIONAL BUILDING CODE 2015 INTERNATIONAL PLUMBING CODE 2015 INTERNATIONAL MECHANICAL CODE 2014 NATIONAL ELECTRICAL CODE (NFPA 70) 2012 INTERNATIONAL ENERGY CONSERVATION CODE 2015 INTERNATIONAL FIRE CODE
PROJECT NAME:	WELLS FARGO JACKSON DOWNTOWN
FLOOR AREA:	2,558 S.F. (GROSS AREA)
SITE ACREAGE:	0.12 ACRES
OCCUPANCY:	BUSINESS OCCUPANCY - GROUP "B" BANK (IBC 304)
CONSTRUCTION:	TYPE II-B (MINIMUM SPRINKLERED) (IBC TABLE 601)
HEIGHT AND BUILDING AREA:	HEIGHT = 24'-0", 1 STORY (IBC TABLE 503 ALLOWABLE 2 STORIES) AREA = 2,558 S.F. (IBC TABLE 503 ALLOWABLE 23,000 S.F.)
FIRE RESISTANCE:	0 HR. (IBC TABLE 601)
ROOF CLASSIFICATION:	0 HR. (IBC TABLE 601)
FIRE PROTECTION:	(SPRINKLERED) MANUAL FIRE EXTINGUISHERS PROVIDED PER NFPA 10 75' MAX. TRAVEL DIST. TO EXTINGUISHERS
OCCUPANT LOAD:	1 PER 100 S.F. = 26 OCCUPANTS (IBC TABLE 1004.1.1)
EGRESS WIDTH REQ'D:	0.2 INCHES X 26 PERSONS = 5.2 INCHES (IBC 1005.1)
EGRESS WIDTH PROVIDED:	108 INCHES (2 EXITS, 3 DOORS AT 36" WIDTH)
ALLOWABLE TRAVEL DISTANCE:	300 FEET (IBC TABLE 1016.2)
ALLOWABLE DEAD END:	50 FEET MAX. (IBC 1018.4)



PROJECT LOCATION  
SCALE: N.T.S.

SITE PLAN  
SCALE: N.T.S.

LIFE SAFETY PLAN  
SCALE: 1/8" = 1'-0"

FIRE EXTINGUISHER WALL  
FIRE EXTINGUISHER CABINET  
EGRESS PATH OF TRAVEL  
MAX DEAD END  
REQUIRED EXIT WIDTH OVER  
PROVIDED EXIT WIDTH



CORPORATE PROPERTIES GROUP  
 5601 S BROADWAY, SUITE 400  
 DENVER, CO 80121  
 MAC C7201-042



**RS&H, Inc.**  
 4700 S. Syracuse St., Suite 300  
 Denver, CO 80237  
 303-409-9700 FAX 303-409-9701  
 www.rsandh.com

1 SITE VIEW FROM SQUARE  
 A0.6 SCALE: NTS

PROJECT NAME AND ADDRESS	
<b>JACKSON DOWNTOWN</b>	
<b>101 EAST DELONEY AVE.</b>	
<b>JACKSON, WY 83001</b>	
SHEET NAME	
<b>VIEW FROM SQUARE</b>	
BE NUMBER	RS&H PROJECT NUMBER
<b>105872</b>	<b>524-0023-000</b>
ISSUE DATE	SHEET NUMBER
<b>4/3/2017</b>	<b>A0.6</b>



CORPORATE PROPERTIES GROUP  
 5601 S BROADWAY, SUITE 400  
 DENVER, CO 80121  
 MAC C7201-042



**RS&H, Inc.**  
 4700 S. Syracuse St., Suite 300  
 Denver, CO 80237  
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 www.rsandh.com



1 CENTER ST. ELEVATION  
 A0.8 SCALE: 1/8" = 1'-0"

PROJECT NAME AND ADDRESS	
<b>JACKSON DOWNTOWN</b>	
101 EAST DELONEY AVE.	
JACKSON, WY 83001	
SHEET NAME	
<b>CENTER ST. ELEVATION</b>	
BE NUMBER	RS&H PROJECT NUMBER
105872	524-0023-000
ISSUE DATE	SHEET NUMBER
4/3/2017	<b>A0.8</b>



CORPORATE PROPERTIES GROUP  
 5601 S BROADWAY, SUITE 400  
 DENVER, CO 80121  
 MAC C7201-042



**RS&H, Inc.**  
 4700 S. Syracuse St., Suite 300  
 Denver, CO 80237  
 303-409-9700 FAX 303-409-9701  
 www.rsandh.com



1  
 A0.9 **DELONEY ST. ELEVATION**  
 SCALE: 1/8" = 1'-0"

PROJECT NAME AND ADDRESS  
**JACKSON DOWNTOWN**  
**101 EAST DELONEY AVE.**  
**JACKSON, WY 83001**

SHEET NAME  
**DELONEY ST. ELEVATION**

BE NUMBER	RS&H PROJECT NUMBER
<b>105872</b>	<b>524-0023-000</b>

ISSUE DATE	SHEET NUMBER
<b>4/3/2017</b>	<b>A0.9</b>



# TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

**PREPARATION DATE:** MARCH 15, 2018

**MEETING DATE:** MARCH 19, 2018

**SUBMITTING DEPARTMENT:** PLANNING

**DEPARTMENT DIRECTOR:** TYLER SINCLAIR

**PRESENTER:** TYLER VALENTINE

**SUBJECT:** **ITEM P18-054:** A REQUEST FOR APPROVAL OF AN ALTERNATIVE EMPLOYEE HOUSING PLAN TO PROVIDE OFF-SITE EMPLOYEE HOUSING FOR JACKSON DRUG LOCATED AT 15 E. DELONEY AVENUE.

**OWNER:** GILL FAMILY LLC

**APPLICANT:** NIKKI GILL

---

## REQUEST

The applicant is requesting approval of an alternative employee housing mitigation plan to provide off-site employee housing in exchange for partial refund of the employee housing fee of \$36,791.76 for Jackson Drug's new restaurant space located at 15 E. Deloney Avenue.

## APPLICABLE REGULATIONS

Div. 6.3 Employee Housing Requirements  
Sec. 6.3.1.E: Method for Providing Employee Housing

## BACKGROUND/ALTERNATIVES

The applicant is proposing to bring back the Jackson Drug soda fountain and mercantile which dates back to 1919. The new plan includes making physical improvements to the interior of the building only. Based on the amount of seating and recent changes to the Land Development Regulations, portions of the tenant space are now considered restaurant. The applicant has already been approved for a Basic Use Permit (P18-256) to change the use and based on the size of the new restaurant, the employee housing requirement came to 248.86 sf which qualified them for the fee-in-lieu option as it was less than 400 sf. The fee-in-lieu paid was \$36,791.76.

## LOCATION

The property is currently described as Part of Lot 1-2, Block 2, Clubhouse Addition to the Town of Jackson and addressed as 15 E. Deloney Avenue. An aerial photo and zoning map are shown below:



## [PROJECT DESCRIPTION](#)

The applicant is requesting approval of an alternative employee housing mitigation plan in lieu of paying the required employee housing fee of \$36,791.76 for their proposed restaurant space part of Jackson Drug. More specifically, the request is for approval of a “clawback” option in which the required mitigation fee would be partially returned to the applicant if the applicant obtains a Certificate of Occupancy for new off-site employee housing within a specified period of time. As presented by the applicant, the “clawback” option would operate as follows:

1. The applicant would pay the required employee housing fee of \$36,791.76 as part of the BUP;
2. If after one year from the date Jackson Drug commences operations the applicant obtains a Certificate of Occupancy for qualified deed-restricted employee housing, then the Town would **refund 98%** of the paid mitigation fee;
3. If after two years from the date Jackson Drug commences operations the applicant obtains a Certificate of Occupancy for qualified deed-restricted employee housing, then the Town would **refund 95%** of the paid mitigation fee;
4. If more than two years pass after the Jackson Drug commences operations and no Certificate of Occupancy has been obtain for qualified deed-restricted employee housing, then there will be **no refund** of the paid mitigation fee

## [STAFF ANALYSIS](#)

The Town of Jackson has previously reviewed an alternative employee housing mitigation of this nature, specifically for Hand Fire Pizza inside of the Teton Theater on August 28, 2017.

The applicant's goal is to build off-site housing to meet its employee housing mitigation requirement (as allowed by Sec. 6.3.1.E.2.a). In fact the off-site housing, if built, would far exceed the 248.86 sf requirement for the restaurant. The applicant has already paid the housing fee which would satisfy the first condition of the "clawback" option. Knowing that the applicant is eager to begin construction on the restaurant, the applicant has paid the housing fee in order to avoid holding up the Building Permit with the hopes that the "clawback" option is approved to allow time to build the off-site unit.

In a nutshell, the arrangement is for the applicant to pay up front the full \$36,791.76 employee housing fee (as they already have done), begin operating Jackson Drug, and then look for opportunities to locate and build deed-restricted employee housing over the next two years. If successful, they get most of their money back. If not, the Town keeps the entire fee. This arrangement requires the Town to hold and not spend the entire fee for up to two years in case a refund is necessary. With this request, the applicant proposes the refund be based upon 'obtaining a Certificate of Occupancy' before the one-year or two-year deadlines.

### ATTACHMENTS

Applicant submittal  
Department Reviews

### FISCAL IMPACT

Approval of the proposed mitigation would require a small increase in staff time to manage and possibly refund the employee housing fee money separate from other housing fee monies. In addition, if the applicant complies with either of the two deadlines the Town will have a loss of funds due to the refund of either 98% or 95% of the original fee collected.

### STAFF IMPACT

Minimal but approval of the proposed mitigation would require a small increase in staff time to manage and possibly refund the employee housing fee money separate from other housing fee money.

### LEGAL REVIEW

Complete. The Town Attorney has not prepared a draft agreement for this item. If the Council approves this item, the Town Attorney will draft an agreement for the future review and signature by the Mayor and applicant.

### RECOMMENDATIONS/ CONDITIONS OF APPROVAL

The Planning Director makes no recommendation for an alternative employee housing mitigation plan involving the proposed "clawback" option related to the applicable employee housing fee for a new restaurant space located at 15 E. Deloney Avenue.

### SUGGESTED MOTION

I move to direct Staff to formalize an agreement between the Town of Jackson and the applicant consistent with the terms provided in the Project Description above for P18-054 that would allow the partial refund of the applicant's employee housing mitigation fee if the applicant can obtain a Certificate of Occupancy for the required deed-restricted, off-site housing within the one-year or two-year timeframes from the issuance of Certificate of Occupancy for Jackson Drug.





**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)

<i>For Office Use Only</i>		
Fees Paid _____		
Check # _____	Credit Card _____	Cash _____
Application #s _____	_____	_____

**PROJECT.**

Name/Description: Jackson Drug

Physical Address: 15 East Deloney Ave

Lot, Subdivision: PT Lot 1-2, BLK 2, Clubhouse PIDN: 22-41-16-27-3-16-006

**OWNER.**

Name: Gill Family LLC Phone: 307-734-8624

Mailing Address: 2505 Shootin Iron Ranch Rd ZIP: 83001

E-mail: robert@jherefordranch.com

**APPLICANT/AGENT.**

Name: Nikki Gill Phone: 307-413-4321

Mailing Address: PO Box 128 ZIP: 83001

E-mail: nikki@jherefordranch.com

**DESIGNATED PRIMARY CONTACT.**

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

**TYPE OF APPLICATION.** *Please check all that apply; see Fee Schedule for applicable fees.*

<b>Use Permit</b> <input type="checkbox"/> Basic Use <input type="checkbox"/> Conditional Use <input type="checkbox"/> Special Use	<b>Physical Development</b> <input type="checkbox"/> Sketch Plan <input type="checkbox"/> Development Plan	<b>Interpretations</b> <input type="checkbox"/> Formal Interpretation <input type="checkbox"/> Zoning Compliance Verification
<b>Relief from the LDRs</b> <input type="checkbox"/> Administrative Adjustment <input type="checkbox"/> Variance <input type="checkbox"/> Beneficial Use Determination <input type="checkbox"/> Appeal of an Admin. Decision	<b>Development Option/Subdivision</b> <input type="checkbox"/> Development Option Plan <input type="checkbox"/> Subdivision Plat <input type="checkbox"/> Boundary Adjustment (replat) <input type="checkbox"/> Boundary Adjustment (no plat)	<b>Amendments to the LDRs</b> <input type="checkbox"/> LDR Text Amendment <input type="checkbox"/> Zoning Map Amendment <input type="checkbox"/> Planned Unit Development  <input checked="" type="checkbox"/> <b>MISC</b>

**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 #: n/a Environmental Analysis #: n/a  
 Original Permit #: n/a Date of Neighborhood Meeting: n/a

**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.

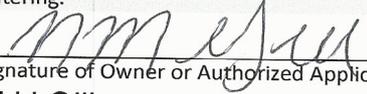
**FORMAT.**

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  
**Nikki Gill**  
 \_\_\_\_\_  
 Name Printed

2/22/18  
 \_\_\_\_\_  
 Date  
**Owner**  
 \_\_\_\_\_  
 Title

The Jackson Drug  
15 East Deloney Ave  
Housing Mitigation Proposal

Summary

We have applied and been approved for a Basic Use Permit to change the use of 15 East Deloney from solely a retail business to restaurant/retail. The reason for changing the use for part of the building is so that we can bring back an old Jackson favorite, the Jackson Drug and Original Soda Fountain. The Jackson Drug operated as a pharmacy, general store, and soda fountain from 1919 to 2001.

We have submitted payment for the \$36,791.76 housing requirement required by Town, however we would like to propose a “claw back” option in which the majority of the fee can be returned to the us, the Applicant, in the event new employee offsite housing can be constructed within Town limits within a specified period of time.

A. Building History:

The building at 15 E Deloney was constructed in 1937 by our great-grandfather, Robert “Bruce” Porter. He built it to house the pharmacy/soda fountain that he opened in 1919, in the Clubhouse building on the east side of the Town Square. Our family owned and operated the Jackson Drug until 1978 when we sold the building and business to Steve Schultz and Charlie Gaudet. Steve and Charlie continued to run the pharmacy and soda fountain until 2001 when they sold the building to Sharon Davies and Terry Reid who opened a rug store, Davies Reid.

In 2010, Robert Gill purchased the building from Sharon and Terry and continued renting to Davies Reid. In November of 2016, the owners of Davies Reid announced they would not be renewing their lease and they would be closing their business at the end of 2017. At that time we decided to re-open the Jackson Drug. We’ve spent the last year creating a business plan as well as planning and designing the interior of the space.

B. Project Description

Our plan is to bring back the old Jackson Drug soda fountain and mercantile. We will be remodeling the main floor to accommodate a kitchen, dining room, and mercantile. The original soda fountain counter will remain where it is and will function just as it did throughout its 82 years as a food service counter. We plan to apply for a restaurant liquor license in order to serve beer, wine, and cocktails. Our menu will be simple, featuring all the Jackson Drug classic; soups, sandwiches, ice cream, milkshakes and malts with the addition of local, Jackson Hole Hereford Ranch burgers and French fries. It will be an affordable, local, and family friendly restaurant that will also attract many a Jackson tourist.

## Employee Housing

### A. Provide On-Site Housing

We will be renting one of the two upstairs units to our Executive Chef. The landlord does not wish to permanently deed restrict one of his prime downtown locations, however, we as the tenants will be providing this housing to our employee well below the Jackson/Teton County Affordable Housing's fair market rent for a 1 bedroom. This unit will serve as employee housing for the foreseeable future.

### B. Provide Off-Site Housing

It is our understanding that at the time of permit approval, housing has to be provided, not identified. This is very difficult to achieve without knowing what the minimum housing requirement will be - which is not fully known until the Basic Use Permit and to some extent, the Building Permit are approved. It is our belief that this option cannot be easily achieved as written. Because of this, we would like to propose an option to provide off-site within two years of receiving our Basic Use Permit approval. We believe such an option is in alignment with the intent of the LDRs and is consistent with the community's goal of providing more local workforce housing.

We have already identified a lot where we would like to put a small two bedroom pre-fab home. The lot is zoned Office Residential and is within walking distance to the Jackson Drug building. The property currently has a home on it, but an ARU is allowed with a Basic Use Permit, which we plan to apply for if we are approved for the proposed claw back option. Approval of the claw back option would allow us to provide housing for at least three employees (including the one bedroom above the Jackson Drug), allowing us to create a steady housing option for our workforce.

## Claw Back Proposal

Our proposal is as follows. If within the one-year Anniversary of the Basic Use Permit approval we substantially begin construction of appropriately deed-restricted employee housing units, the Town will refund 98% of the original housing fee. If within two years of the Anniversary of the Basic Use Permit approval we substantially begin construction of appropriately deed-restricted employee housing units, the Town will refund 95% of the original housing fee. If we cannot show substantial progress after the second anniversary of the Basic Use Permit approval, there will be no refund of the original housing fee and any option obligating the Town for refunding in-lieu fees will expire. During this two-year period, the fee could be held in some type of restricted account or simply reserved by the Town.

PLANNING

<b>Project Number</b>	P18-054	<b>Applied</b>	2/23/2018	STOL
<b>Project Name</b>	Employee Housing "Claw Back"	<b>Approved</b>		
<b>Type</b>	HOUSING MITIGATION	<b>Closed</b>		
<b>Subtype</b>	PLAN	<b>Expired</b>		
<b>Status</b>	STAFF REVIEW	<b>Status</b>		
<b>Applicant</b>	Nikki Gill	<b>Owner</b>	GILL FAMILY, LLC	
<b>Site Address</b>		<b>City</b>	<b>State</b>	<b>Zip</b>
15 E DELONEY AVENUE		JACKSON	WY	83001
<b>Subdivision</b>		<b>Parcel No</b>	<b>General Plan</b>	
CLUB HOUSE (1913)		22411627316006		

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Legal A Cohen-Davis		2/23/2018	3/16/2018		
Planning Tyler Valentine (3/15/2018 9:16 AM TV) Please see staff report		2/23/2018	3/16/2018		
TC Housing Authority Stacy Stoker (3/13/2018 1:10 PM SAS) The Housing Department is pleased that the applicant is proposing to provide a unit rather than pay a fee in lieu, and has no concerns with this proposal.	APPROVED	2/23/2018	3/16/2018	3/13/2018	See Notes



# TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

**PREPARATION DATE:** MARCH 15, 2018  
**MEETING DATE:** MARCH 19, 2018

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

**SUBJECT:** **ITEM P18-077:** THE PLANNING DIRECTOR IS ELEVATING TO THE COUNCIL A SIGN-RELATED REQUEST REGARDING THE RESTORATION OF THE MILLION DOLLAR COWBOY BAR SIGN AT THE PROPERTY LOCATED AT 25 NORTH CACHE STREET.

**OWNER:** COWBOY GROUP INC.

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## REQUEST

The applicant has initiated a restoration project for the existing bucking bronco sign located on the roof of the Million Dollar Cowboy bar and has already begun cosmetic restoration (i.e. paint, lighting, rust, etc.). In addition, the applicant seeks mechanical improvements to once again allow the sign to rotate. The property is addressed as 25 North Cache Street.

The Planning Director has elevated the rotation element of the sign to the Town Council based on the sign's iconic location on the Town Square to discuss whether a rotating sign presents any significant local or community impacts.

## APPLICABLE REGULATIONS

Section 1.9.5.C Historically Significant Signs  
Section 8.2.9.C Planning Director Decisions

## LOCATION

The property is currently described as Part of Lot 3, Block 8, Jackson Addition to the Town of Jackson and addressed as 25 North Cache Street. An aerial photo and zoning map are shown below:



## [PROJECT DESCRIPTION](#)

The applicant is seeking to restore the existing bucking bronco sign located on the roof of the Million Dollar Cowboy Bar. As part of the restoration, the sign will receive new paint treatment, lighting and maintenance to bring its condition up to date with the goal of restoring its original character and appearance. In addition, the sign at one time rotated and the applicant seeks mechanical upgrades to bring the sign back in this capacity to restore its true character (Please see applicant's letter and photos).

The Planning Director has already approved the restoration of the sign pursuant to a letter issued to the applicant on March 12, 2019 (attached). However, the Planning Director did not feel comfortable approving the rotation element of the sign and has elevated that discussion to the Town Council.

## [STAFF ANALYSIS](#)

Under the current Land Development Regulations (LDRs), a sign such as the bucking bronco would not be allowed as the Town prohibits rotating signs with exterior neon/LED lighting. However, this sign is considered legally nonconforming as it existed prior to the 1994 LDRs and is also protected by Section 1.9.5.C Historically Significant Signs. Typically, when reviewing signs that hold historical significance, the Planning Director and the Teton County Historic Preservation Board (TCHPB) work jointly to determine whether a sign is in fact historically significant. Since the applicant has already obtained a support letter from the TCHPB (attached), the final decision then falls on the Planning Director. However, since the Town has not permitted a rotating sign for decades, the decision has been elevated to the Town Council to give it an opportunity to discuss whether allowing the rotating sign would create any significant local or community impacts. The Planning Director may elevate a Director-level decision to the appropriate body under Section 8.2.9.C Planning Director Decisions which states:

*If an application that would generally be subject to a decision by a Town official will have significant local and community impacts that warrant public review, the Town official may require the application be reviewed by the appropriate advisory bodies and decided upon by the appropriate decision-making body.*

In general, the Planning Director's position on the applicant's request falls in line with the TCHPB which is supportive of the sign's restoration. The main reason for having this item elevated for public review is that many, if not all, locals and visitors have not experienced a rotating sign, especially on the Town Square. With that being said, staff cannot draw any conclusion to whether a rotating sign may draw more attention to itself than other signs or whether it would result in any significant local or community impacts. The two unknowns at this time are the rotation times (i.e. 24/7/365) and speed of the rotation. Beyond that, staff has no further comments regarding the request and finds the restoration of the sign to be in line with preserving the history of Jackson

#### ATTACHMENTS

Applicant submittal  
Support Letter from TCHPB  
Restoration Approval Letter 03-12-2018

#### FISCAL IMPACT

None.

#### STAFF IMPACT

None.

#### LEGAL REVIEW

Not Applicable at this time.

#### RECOMMENDATIONS/ CONDITIONS OF APPROVAL

The Planning Director has determined that the sign holds historical significance and supports the restoration, which includes allowing the sign to rotate, located at 25 North Cache Street subject to the Land Development Regulations and following condition of approval:

1. The applicant shall obtain a Town Sign Permit prior to reinstalling the 'corral' sign.

#### SUGGESTED MOTION

I move to **approve** Item P18-077, the restoration of the 'corral' sign located above the Million Dollar Cowboy Bar which includes both cosmetic restoration and rotation for the property located at 25 North Cache Street subject to the Land Development Regulations and following condition of approval:

1. The applicant shall obtain a Town Sign Permit prior to reinstalling the 'corral' sign.



January 29, 2018

Mr. Tyler Sinclair  
Town of Jackson, Planning Director  
POB 1687  
Jackson, WY 83001

Dear Tyler,

After speaking with Bob McLaurin, I write today on behalf of Silver Dollar, Inc. dba The Million Dollar Cowboy Bar. As you may know SDI took over management of The Million Dollar Cowboy Bar earlier this month as Baxter Properties, WY purchased the bar.

As part of our continued commitment to downtown and preserving the rich heritage, we are in process of planning several projects, many of which are cosmetic and look forward to completing some of them hopefully in the Spring of 2018. One project of note is the restoration of the Cache Street facing exterior of the building, including the iconic sign. It is our hope to remove the upper part of the sign referred to as the "corral" piece and take it to an appropriate venue for repainting and restoration. According to our records the sign has not been painted in over 25 years. The sign would be painting in the exact manner as it exists today, color scheme etc. Additionally, we would re-stain and restore all of the wood including the iconic pine pillars to their original form. I would ask you if any special permit or approval is needed to do so.

Additionally, our research has indicated that the sign once rotated in some fashion and it is our desire to restore that capability to the sign. Two sign companies have confirmed that the original mechanism is there and that it did indeed rotate at one time. It is both companies' recommendation to rebuild and replace the antiquated sign mechanisms with current systems for safety and compatibility. At this time I am requesting a path forward to ensure the proper permits or the like to proceed with the completion of the restoration in a timely manner. Please know that I am available for a more detailed discussion at any time. If there is additional descriptive materials needed for your evaluation please let me know.

Thank you Tyler for the consideration and I will look forward to hearing back from you or your appropriate staff.

Sincerely,

Jim Waldrop  
Silver Dollar Inc  
dba The Wort Hotel  
dba The Million Dollar Cowboy Bar  
307.732.3920  
jwaldrop@worthotel.com









Feb 27, 2018

To: Tyler Valentine, Town of Jackson Planning Department

From: The Teton County Historic Preservation Board

Re: Cowboy Bar Sign

Dear Tyler,

At the February Teton County Historic Preservation Board meeting, the board considered and reviewed the proposal to restore the Cowboy Bar Sign.

The board wished to voice its support for the sign's restoration and wanted to reach out and offer recommendations on best practices for working on the sign, if the owner needed any assistance.

The main concern the board would have is in regards to paint and finish material selection for the sign's wooden elements. We appreciate Silver Dollar Inc.'s commitment to matching the original colors and wanted to recommend that purified linseed oil and purified linseed oil paint be used. In addition to allowing the wood to breathe, compared with latex alternatives that have a track record of trapping moisture and causing rot, purified linseed oil products have a lifespan of over 20 years, resulting in a much simpler maintenance cycle than latex paints, which need upkeep after four years. It is important to note that the linseed oil available over the counter is not purified, and will cause mildew to form. Purified linseed oil products can be found through Viking Sales (<http://www.solventfreepaint.com>), who will do complementary paint matching. The board is available if Silver Dollar Inc. has additional questions on purified linseed oil products.

The board also invites Silver Dollar Inc. to attend a board meeting to discuss plans or ask any questions regarding the restoration process.

Sincerely,

A handwritten signature in black ink, appearing to read "Katherine Wonson".

Katherine Wonson  
President, Teton County Historic Preservation Board



PLANNING & BUILDING DEPARTMENT

March 12, 2018

Attn: Jim Waldrop  
Silver Dollar Inc  
P.O. Box 621  
Jackson, WY 83001

**RE: Item P18-077 – Restoration of Million Dollar Cowboy Bar Sign**  
**Property addressed as 25 N. Cache Street**

Dear Mr. Waldrop:

In response to your inquiry regarding the restoration of the Million Dollar Cowboy Bar sign, the Planning Director has determined that the sign holds historical significance and is permitted to be restored in the manner described in your original letter to the Town dated January 29, 2018. Specifically, the sign may be repainted, refinished and restored provided it meets the guidelines found within the attached Historic Preservation letter. Furthermore, if you plan to fully restore the mechanical elements allowing the sign to once again spin, please notify staff so we may place this request on a Town Council agenda as a courtesy review item. You can reach me directly at [tvalentine@jacksonwy.gov](mailto:tvalentine@jacksonwy.gov) or by phone at 307-733-0440 extension 1305.

Sincerely,

A handwritten signature in black ink, appearing to read "Tyler Valentine".

Tyler Valentine  
Senior Planner



# TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

**PREPARATION DATE:** February 28, 2018  
**MEETING DATE:** March 19, 2018

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

**SUBJECT:** Public Hearing for a Restaurant Liquor License Transfer of Ownership:  
from Florencia Morales Ramos to Tijuana Mexican Restaurant, LLC

## 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 will transfer the ownership name of the restaurant liquor license held by Florencia Morales Ramos, an individual, to Tijuana Mexican Restaurant, LLC, still owned by Florencia Morales Ramos. A family member will be added to the LLC and the restaurant management will not change. Tijuana Authentic Mexican Restaurant is located at 520 Highway 89, in the KMart Shopping Village.

This restaurant liquor license was first issued to Cristina Sanchez Perez on February 19, 2013, doing business as El Tlaxcalteca. Two years later, it transferred to Florencia Morales Ramos and the restaurant name changed to Tijuana.

Since the annual renewal of this liquor license was approved by Council on February 20, the requested effective date of this transfer will be the beginning of the new liquor license year, April 1, 2018.

This application 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 with no concerns noted.

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.*

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

1. Approve this transfer application with an effective date of April 1, 2018.
2. Deny this transfer application based on findings in W.S. § 12-4-104 (listed above).
3. Postpone action to a future council meeting.

#### ATTACHMENTS

1. Transfer of Ownership Application.

#### 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 recommends that Town Council approve the application, subject to the following conditions and restrictions:

1. Any additional minor corrections by staff and the Wyoming Liquor Division.
2. Prior to liquor license issuance, the applicant shall have obtained all required permits and approvals from all applicable Town/County departments.

#### SUGGESTED MOTION

I move to approve the application to transfer ownership of the restaurant liquor license from Florencia Morales Ramos to Tijuana Mexican Restaurant, LLC, to be effective April 1, 2018 with staff's recommended conditions.



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 2-26-18  
SB

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

- (a) Hold any interest in the license applied for?  YES  NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?  YES  NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?  YES  NO
- (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

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

YES  NO

If "YES", explain: \_\_\_\_\_

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

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

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip <i>DO NOT LIST PO BOX</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <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"/>
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				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 <i>DO NOT LIST PO BOX</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Florencia Morales Ramos	[REDACTED]	[REDACTED]	[REDACTED]	New	75	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Mario Perez Morales	[REDACTED]	JACKSON 83002	[REDACTED]	New	25	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):

8' x 4' ROOM IN SW CORNER OF BLDG

(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  NO1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g)  YES  NO2. 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).

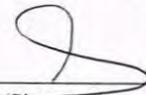
**OATH OR VERIFICATION**

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

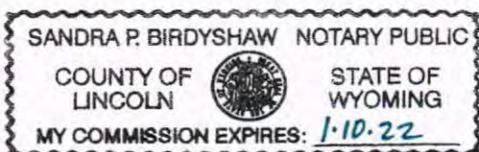
Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)**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

STATE OF WYOMING )  
 ) SS.  
COUNTY OF Teton )

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

- |    |  |  |                |
|----|--|--|----------------|
| 1) | <br>(Signature) | <u>Florencia Morales Ramos</u><br>(Printed Name) | _____<br>Title |
| 2) | _____<br>(Signature)   | _____<br>(Printed Name)                          | _____<br>Title |
| 3) | _____<br>(Signature)   | _____<br>(Printed Name)                          | _____<br>Title |
| 4) | _____<br>(Signature)   | _____<br>(Printed Name)                          | _____<br>Title |
| 5) | _____<br>(Signature)   | _____<br>(Printed Name)                          | _____<br>Title |
| 6) | _____<br>(Signature)   | _____<br>(Printed Name)                          | _____<br>Title |

Witness my hand and official seal:



Sandra P. Birdyshaw  
Signature of Notary Public

(SEAL)

My commission expires: 1-10-22

Transfer Assignment Letter

February 22, 2018

I, Florencia Morales Ramos, authorize the transfer application of a restaurant liquor license to Tijuana Mexican Restaurant, LLC. This represents a change in name and an additional stockholder.

A handwritten signature in black ink, consisting of a large, stylized 'F' and 'M' intertwined, positioned above a horizontal line.

Florencia Morales Ramos

GOES WITH  
FEB 2018 Transfer/  
Name Change

**ASSIGNMENT OF LEASE WITH CONSENT OF LESSOR**

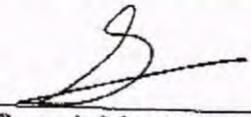
This Agreement is made this 1<sup>st</sup> day of February, 2018 between Florencia Morales Ramos, who is successor in interest to Christina Sanchez (hereinafter referred to as "Assignor") and with Tijuana Mexican Restaurant LLC (hereinafter referred to as "Assignee").

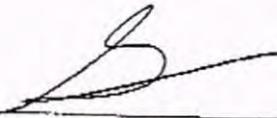
**RECITALS**

1. Assignor entered into a Lease as Lessee therein, on the 9<sup>th</sup> day of January, 2013, as amended by First Amendment of Lease dated January 7, 2015 (hereinafter the "Lease"), with Jackson Shopping Village, LLLP, a Nevada limited liability limited partnership (hereinafter referred to as "Lessor").
2. Assignor desires to assign and Assignee desires to assume the rights, duties and liabilities of the Lessee thereunder for Two Thousand Two Hundred (2,200) square feet as shown in the Lease which is attached hereto as Exhibit "A".
3. As and for good consideration had and received, receipt of which is hereby acknowledged by Assignor, Assignor assigns the Lease described and mentioned above, and more particularly set forth in Exhibit "A", to Assignee, effective the 1st day of February, 2018, for the balance of the Lease term of Three (3) Years one (1) month (expiring on February 28, 2021), provided in the Lease. Assignor hereby expressly agrees that it shall not be released from any obligations, liabilities or duties under the terms and conditions of the Lease hereby assigned.
4. Assignee shall assume all rights, duties and liabilities required of Assignor under the Lease, including all payments required thereby, as modified by any Amendments and/or Addendums and shall comply with all terms and conditions of Lease.
5. This Assignment of Lease may be executed in one or in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Assignment.
6. For the purposes of this document, an executed facsimile or an executed email shall constitute an original signature and have the same binding effect as an original signature.

**ASSIGNOR: Florencia Morales Ramos**

**ASSIGNEE: Tijuana Mexican Restaurant LLC**

BY:   
\_\_\_\_\_  
Florencia Morales Ramos

BY:   
\_\_\_\_\_  
Florencia Morales Ramos

Individually

TITLE: Member

F M  
Initials

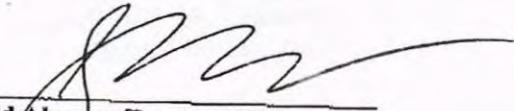
**CONSENT OF LESSOR**

Jackson Shopping Village LLLP, a Nevada Limited Liability Limited Partnership, Lessor in the above-described Lease, hereby consents to the assignment and transfer of the Lease, including all terms and conditions therefore from Assignor to Assignee, but does not waive any rights against Assignor that Lessor has under the Lease and Assignor shall not be released from any of its liabilities, obligations or duties under the terms and conditions of the Lease.

IN WITNESS WHEREOF, the parties have executed this Assignment the day and year first above written.

**LESSOR:** Jackson Shopping Village, LLLP, a Nevada limited liability limited partnership

**BY:**

  
\_\_\_\_\_  
Judd Abrams, Trustee of The  
Judd Steven Abrams Family Trust

**TITLE:** General Partner

**ASSIGNMENT OF LEASE WITH CONSENT OF LESSOR**

This Agreement is made this 7<sup>th</sup> day of January 2015, between Christina Sanchez dba El Tlaxcalteca (hereinafter referred to as "Assignor") and Florencia Morales Ramos (hereinafter referred to as "Assignee").

**RECITALS**

1. Assignor entered into a Lease as Lessee therein, on the 9<sup>th</sup> day of January 2013, as amended by First Amendment of Lease dated January 7, 2015 (hereinafter the "Lease"), with Jackson Shopping Village, LLLP, a Nevada limited liability limited partnership (hereinafter referred to as "Lessor").

2. Assignor desires to assign and Assignee desires to assume the rights, duties and liabilities of the Lessee thereunder for two thousand two hundred (2,200 SF) square feet as shown in the Lease which is attached thereto as Exhibit "A".

3. As and for good consideration had and received, receipt of which is hereby acknowledged by Assignor, Assignor assigns the Lease described and mentioned above, and more particularly set forth in Exhibit "A", to Assignee, effective the 1<sup>st</sup> day of January 2015, for the balance of the Lease term of six (6) years two (2) months, provided in the Lease.

4. Assignor hereby expressly agrees that it shall not be released from any obligations, liabilities or duties under the terms and conditions of the Lease hereby assigned until February 29, 2016.

5. Assignee shall assume all rights, duties and liabilities required of Assignor under the Lease, including all payments required thereby, as modified by any Amendments and/or Addendums and shall comply with all terms and conditions of Lease.

6. This Assignment of Lease may be executed in one or in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Assignment.

7. For the purposes of this document, an executed facsimile or an executed email shall constitute an original signature and have the same binding effect as an original signature.

ASSIGNOR(S):

Christina Sanchez

BY:

Christina Sanchez

ASSIGNEE(S):

Florencia Morales Ramos

BY:

Florencia Morales Ramos

1-1-2015  
+ 6Y 2M  
2-28-2021

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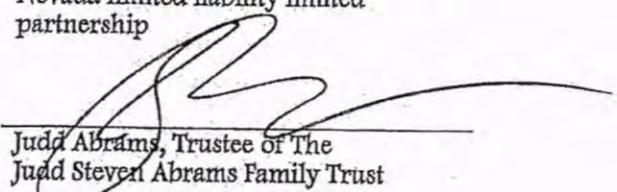
**CONSENT OF LESSOR**

Jackson Shopping Village, LLLP, a Nevada limited liability limited partnership, Lessor in the above-described Lease, hereby consents to the assignment and transfer of the Lease, including all terms and conditions therefore from Assignor to Assignee, but does not waive any rights against Assignor that Lessor has under the Lease and Assignor shall not be released from any of its liabilities, obligations or duties under the terms and conditions of the Lease until February 29, 2016.

IN WITNESS WHEREOF, the parties have executed this Assignment the day and year first above written.

LESSOR: Jackson Shopping Village, LLLP, a  
Nevada limited liability limited  
partnership

BY:

  
\_\_\_\_\_  
Judd Abrams, Trustee of The  
Judd Steven Abrams Family Trust

TITLE: General Partner

FIRST AMENDMENT OF LEASE

1. This First Amendment of Lease (hereinafter referred to as "Amendment") is made and entered into as of this 7<sup>th</sup> day of January 2015, by and between Jackson Shopping Village, LLLP, a Nevada limited liability limited partnership (hereinafter referred to as "Landlord"), and Christina Sanchez (hereinafter referred to as "Tenant").

2. Whereas, the parties entered into a Lease on the 9<sup>th</sup> day of January 2013 ("the Lease"), for the demised premises known as Jackson Shopping Village, 520 South Highway 89, Jackson, Wyoming 83001, Building "D", Store #4 & 5; said demised premises consist of approximately two thousand two hundred (2,200 SF) square feet.

3. For good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby enter into this Amendment of Lease, modifying that certain Lease referred to above in Paragraph 2.

4. Said modifications to the above referred to Lease shall be as follows:

A. ARTICLE: 3. TERM:

The term of the Lease shall be extended for an additional period of five (5) years, expiring on February 28, 2021. 

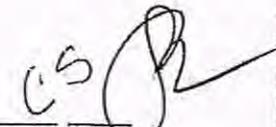
B. ARTICLE: 4. RENTAL:

The current guaranteed minimum monthly rental (██████████) shall remain through February 28, 2015. The above notwithstanding, Landlord hereby agrees to waive the monthly rental payment due from Tenant for the month of February 2015 in the amount of ██████████ dollars. However, Tenant shall still be required to pay the monthly escrow impound for the month of February 2015 in the amount of ██████████ and 00/100 (██████████) dollars. Thereafter:

Commencing on March 1, 2015, through February 28, 2017, the guaranteed minimum monthly rental shall be: ██████████

Commencing on March 1, 2017, through February 28, 2019, the guaranteed minimum monthly rental shall be: ██████████

Commencing on March 1, 2019, through February 28, 2021, the guaranteed minimum monthly rental shall be: ██████████

  
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6. For the purposes of this document, an executed facsimile or an executed email shall constitute an original signature and have the same binding effect as an original signature.

7. Except as modified hereinabove by this First Amendment, the Lease and all of its provisions shall remain unchanged and in full force and effect.

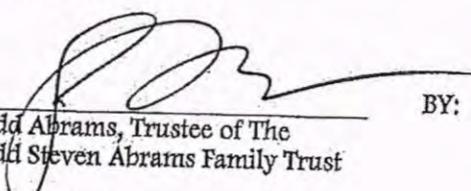
LANDLORD:

Jackson Shopping Village, LLP, a  
Nevada limited liability limited  
partnership

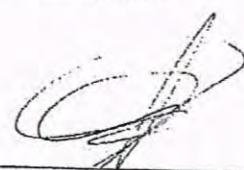
TENANT:

Christina Sanchez

BY:

  
\_\_\_\_\_  
Judd Abrams, Trustee of The  
Judd Steven Abrams Family Trust

BY:

  
\_\_\_\_\_  
Christina Sanchez

TITLE: General Partner

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\_\_\_\_\_  
Initials

THIS IS MORE THAN A RECEIPT FOR MONEY OR PRELIMINARY  
MEMORANDUM -- IT WILL AFFECT YOUR LEGAL RIGHTS.  
READ IT CAREFULLY.

LEASE - SHOPPING CENTER

THIS LEASE, made and entered into this 9<sup>th</sup> day of January 2013 by and between Jackson Shopping Village, LLLP, a Nevada limited liability limited partnership, and Cristina Sanchez dba El Tlaxcalteca, hereinafter respectively referred to as Landlord and Tenant, without regard to number or gender.

WITNESSETH:

1. **USE:** The Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, for the purpose of conduction therein, authentic Mexican restaurant, those certain premises and appurtenances described as hereinafter set forth, and for no other purpose.

2. **PREMISES:** The premises leased to Tenant, together with appurtenances, are hereinafter referred to as the "demised premises" and are situated in the City of Jackson, County of Teton, State of Wyoming, and are the premises outlined in red on the plat of the shopping center commonly known and designated as Jackson Shopping Village, 520 South Highway 89, Jackson, Wyoming 83001, Bldg. D, Store #4 & 5; said plat being marked Exhibit "A" and attached hereto and made a part hereof. The demised premises shall have a frontage of forty (40) feet (said measurement being from center of partition to center of partition), and a depth of fifty-five (55) feet (outside dimensions), for a total of Two Thousand Two Hundred (2,200) square feet.

3. **TERM:** The Term of this Lease shall be for a period of Three (3) years One (1) month. The term of this Lease, and Tenant's obligation to pay rent, shall commence on February 1, 2013. Thereafter the minimum rent shall be paid in equal monthly installments on the first day of each and every month in advance. In the event the Lease term commences on a day other than the first day of the month, then the rent for the first month shall be pro-rated and the term of the Lease shall be extended so that the Lease termination date occurs on the last day of the month in which the Lease terminates.

The term "lease year" as used in this Lease means as follows:

(a) In reference to the first lease year, the period from the commencement of the term of this Lease to the last day of the calendar month, which is one (1) year after the commencement of said term.

(b) In reference to any succeeding lease year, a full year commencing on the day following the first lease year or any anniversary thereof, and running to the next succeeding anniversary of such day.

4. **RENTAL:**

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A. Guaranteed Minimum Monthly Rental. Tenant shall pay to Landlord the guaranteed minimum monthly rental for the demised premises the following sum(s):

FIRST 1 CONSECUTIVE MONTHS: \$ 0.00 EACH AND EVERY MONTH  
( \$ 0.00 P.S.F. PER MONTH)

NEXT 24 CONSECUTIVE MONTHS: \$ [REDACTED] EACH AND EVERY MONTH  
\$ [REDACTED] P.S.F. PER MONTH)

NEXT 12 CONSECUTIVE MONTHS: \$ 2,8[REDACTED] EACH AND EVERY MONTH  
( [REDACTED] P.S.F. PER MONTH)

which sum(s) shall be paid in advance on the first day of each month throughout the term of this Lease. Said rental shall commence upon the commencement of the term of this Lease as set forth in Article 3 hereof with proration of rentals for any partial calendar month of the term hereof. All rental to be paid by Tenant to Landlord shall be in lawful money of the United States of America and shall be paid without deduction or offset, prior notice or demand, and at such place or places as may be designated from time to time by Landlord.

5. REAL ESTATE TAXES: Tenant agrees to pay all real estate taxes, levies and assessments and all other charges in the nature of taxes and assessments upon said real property, general and special, ordinary and extraordinary, of any kind and nature whatsoever heretofore or which during the term of this Lease are laid, levied, assessed or imposed, or become a lien upon or become chargeable against or payable in connection with the demised premises or any part thereon. Tenant shall reimburse Landlord for Tenant's pro rata share of said taxes (as defined in Article 8 contained herein.

Tenant's pro rata share of real estate taxes shall be paid by Tenant to Landlord in equal monthly installments on the first of each calendar month during the term of this Lease, commencing with the Rent Commencement Date, in an amount equal to one-twelfth (1/12<sup>th</sup>) of Tenant's proportionate share of said real estate taxes as reasonably estimated by Landlord for the calendar year. The amount due for all partial calendar years shall be prorated on a per diem basis.

Within forty-five (45) days after the end of each calendar year, Landlord shall furnish Tenant with a written statement of the actual amount of said real estate taxes and Tenant's proportionate share thereof for the preceding calendar year. Landlord shall furnish to Tenant a copy of the real estate tax bill upon which such statement is based. Within thirty (30) days after receipt of said statement by Tenant, but subject to the limitations hereinafter set forth, Tenant shall pay to Landlord any deficiency due Landlord. Any surplus paid by Tenant shall be credited against the next ensuing monthly installment of rent unless the amount of such surplus exceeds the amount of the next ensuing monthly installment, in which event Landlord shall refund such excess to Tenant within thirty (30) days after the calculation thereof.

Tenant's proportionate share of the real estate tax expense is currently estimated to be [REDACTED] on an annualized basis. Therefore, Tenant shall pay the amount of [REDACTED] monthly, beginning on March 1, 2013. Landlord hereby reserves the right to adjust Tenant's monthly real estate tax estimate based on actual costs incurred.

RENT TAX: If at any time during the term of this Lease, under the laws of the state or any political subdivision thereof, a tax or excise on rents or upon the renting or leasing provided for herein or contemplated hereby, or other tax, however described is levied or assessed by the state or such political subdivision thereof against Landlord on account of, or measured by the amount of rents expressly reserved hereunder, Tenant shall pay and discharge such tax or excise on rents or other tax, but only to the extent of the amount thereof, which is lawfully assessed or

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imposed upon Landlord, as a direct result of Landlord's ownership of the demised premises or of this Lease or of the rentals or amounts of rentals accruing under this Lease, or the right of Landlord to receive the same, it being the intention of the parties hereto that the rent to be paid hereunder shall be paid to Landlord absolutely net, without deduction of any nature whatsoever.

**ALTERNATE TAX:** If at any time during the term of this Lease, the methods of taxation prevailing at the commencement of the term shall be altered or changed in any manner so that under the laws of the state where the demised premises are located, or any political subdivision thereof, a tax or excise is levied or assessed against Landlord or the demised premises as a direct substitution in whole or in part for any real estate taxes or assessments, Tenant shall reimburse Landlord for such tax or excise.

In the event the Landlord does not have the demised premises separately assessed for tax purposes, then and in that event the taxes and assessments on the demised premises shall be apportioned according to the floor area of the demised premises, including mezzanine, if any, as it relates to the total floor area, including mezzanines, of the building or buildings including the demised premises. All taxes for the year in which this Lease commences shall be apportioned and adjusted. With respect to any assessment (other than those delineated in the tax bill) which may be levied against or upon the demised premises and which under the laws then in force may be evidenced by improvement or other bonds, or which may be paid in annual installments, the Landlord shall cause such improvement bonds to be issued or cause such assessments to be paid in the maximum permissible number of annual installments and in such event the Tenant shall only be required to pay such installment payments with interest thereon as each thereof matures and Tenant shall have no obligation to continue such payments after the termination of this Lease.

The term "real estate taxes" as used herein shall be deemed to mean all taxes imposed upon the real property and permanent improvements, and all assessments levied against said premises, but shall not include personal income taxes, personal property taxes or franchise taxes levied against the Landlord, but not directly against said property, even though such taxes shall become a lien against said property.

**6. PERSONAL PROPERTY TAXES:** During the term hereof Tenant shall pay prior to delinquency all taxes assessed against and levied upon fixtures, furnishings, equipment and all other personal property of Tenant contained in the demised premises, and when possible Tenant shall cause said fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the real property of Landlord. In the event any or all of the Tenant's fixtures, furnishings, equipment and other personal property shall be assessed and taxed with the Landlord's real property, the Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to the Tenant's property.

**7. CONSTRUCTION:** Landlord agrees that it will, at its sole cost and expense after the execution of this Lease, commence and pursue to completion the construction of the improvements to be erected by Landlord to the extent shown on the attached Exhibit "B" labeled "Description of Landlord's Work and Tenant's Work," which Exhibit is attached hereto, incorporated herein and by this reference made a part of this Lease.

**8. PARKING AND COMMON FACILITIES:** Landlord covenants that upon completion of the shopping center an area equal to the common and parking areas as shown in the attached Exhibit "A," which is made a part hereof, shall be at all times available for the non-exclusive use of Tenant during the full term of this Lease or any extension of the term hereof, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all of such common and parking areas shall not constitute a violation of this covenant. Landlord reserves the right to change the entrances, exits, traffic lanes and boundaries and locations of such

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parking area or areas provided, however, that anything to the contrary notwithstanding contained in this Article 8; said parking area or areas shall at all times be equal or equivalent to that shown on the attached Exhibit "A."

(a) The Landlord shall keep said automobile parking and common areas in a neat, clean and orderly condition, properly lighted and landscaped, and shall repair any damage to the facilities thereof, but all expenses in connection with said automobile parking and common areas shall be charged and prorated in the manner hereinafter set forth. It is understood and agreed that the phrase "expenses in connection with said automobile parking and common areas" as used herein shall be construed to include, but not be limited to, all sums expended by Landlord in connection with said automobile parking and common areas for all general maintenance and repairs, resurfacing, painting (including repainting of the exterior of all buildings in the Shopping Center), restriping, cleaning, sweeping and janitorial services, trash removal, planting and landscaping, security, water for the entire shopping center; lighting and other utilities, directional signs and other markers and bumpers, personnel to implement such services and to police the automobile parking and common areas, real and personal property taxes and assessments thereon, adequate public liability and property damage insurance on the automobile parking and common areas (which shall be carried and maintained by Landlord and under which Tenant shall be named as an additional assured) and an allowance to Landlord for Landlord's supervision, administration, operation and management of said automobile and common areas (said cost of supervision, administration, operation and management shall be fifteen (15%) percent of the total of the aforementioned expenses for said calendar year). Landlord may, however, cause any or all of said services to be provided by an independent contractor or contractors. Anything to the contrary notwithstanding contained hereinabove, all expenses in connection with the original construction and installation of the automobile parking and common areas shall be at the sole cost and expense of Landlord and shall not in any event be charged to the Tenant.

Tenant's pro rata share of Parking and Common Facility expenses shall be defined as a fraction whose numerator is the square foot area of the demised premises and whose denominator is the square feet of gross floor area of all buildings which have been completed in the Shopping Center.

Tenant's pro rata share of Parking and Common Facility expenses shall be paid by Tenant to Landlord in equal monthly installments on the first of each calendar month during the term of this Lease, commencing with the Rent Commencement Date, in an amount equal to one-twelfth (1/12<sup>th</sup>) of Tenant's proportionate share of said Parking and Common Facility expenses as reasonably estimated by Landlord for the calendar year. The amount due for all partial calendar years shall be prorated on a per diem basis.

Within forty-five (45) days after the end of each calendar year, Landlord shall furnish Tenant with a written statement of the actual amount of said Parking and Common Facility expenses and Tenant's proportionate share thereof for the preceding calendar year. Within thirty (30) days after receipt of said statement by Tenant, but subject to the limitations hereinafter set forth, Tenant shall pay to Landlord any deficiency due Landlord. Any surplus paid by Tenant shall be credited against the next ensuing monthly installment of rent unless the amount of such surplus exceeds the amount of the next ensuing monthly installment, in which event Landlord shall refund such excess to Tenant within thirty (30) days after the calculation thereof.

Tenant's proportionate share of the Parking and Common Facility expense is currently estimated to be [REDACTED] on an annualized basis. Therefore, Tenant shall pay the amount of [REDACTED] monthly. Landlord hereby reserves the right to adjust Tenant's monthly Parking and Common Facility expense estimate based on actual costs incurred.

beginning on March 1, 2013

The term "gross floor area" as used herein shall be deemed to mean the ground floor in either the demised premises or any other buildings in the Shopping Center, with measurements to be from outside of exterior walls and from center of interior separation partitions. The above notwithstanding, Tenant shall pay its proportionate share of trash removal costs from the common areas based on the following ratio, the numerator of which is Tenant's square footage and the denominator of which is the total square footage of the retail stores in the Shopping Center for which Landlord is providing services for both the removal of Shopping Center Common Area trash and tenant-generated trash from various other tenants' premises.

(b) Tenant, for the use and benefit of Tenant, its agents, employees, customers, licensees and sub-tenants, shall have the non-exclusive right in common with Landlord, and other present and future owners, tenants and their agents, employees, customers, licensees and sub-tenants, to use said common and parking areas during the entire term of this Lease, or any extension thereof, for ingress and egress, roadway, sidewalk and automobile parking.

(c) Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules and regulations as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas. Such rules may include, but shall not be limited to the following:

- (1) The restricting of employee parking to a limited, designated area or areas; and
- (2) The regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant.

**9. USES PROHIBITED:** Tenant shall not use, or permit said premises or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which said premises are hereby leased; and no use shall be made or permitted to be made of said premises, nor acts done which will increase the existing rate of insurance upon the building of which said premises may be located (once said rate is established), or cause a cancellation of any insurance policy covering said building or any part thereof, nor shall Tenant sell or permit to be kept, used or sold in or about said premises any article which may be prohibited by standard form of fire insurance policies. Tenant shall, at its sole cost, comply with any and all requirements pertaining to the use of said premises of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance covering said building and appurtenances. In the event Tenant's use of the premises recited in Article 1 hereof results in a rate increase for the building of which the demised premises are a part, Tenant shall pay annually on the anniversary date of this Lease as additional rent, a sum equal to that of the additional premium occasioned by said rate increase.

Furthermore, Tenant agrees that none of the premises shall be occupied or used, directly or indirectly, at any time during the term hereof for the purpose of operating a food supermarket or grocery store, meat market, fruit store, vegetable store, delicatessen, liquor store, drug store, prescription pharmacy, office building, entertainment facility, recreation facility, training facility or educational facility, or for the sale of distilled spirits, beer, wine, drug sundries, fresh or frozen meat, fresh or frozen fish, fresh or frozen vegetables and/or fresh or frozen fruit, or operation of slot machines and gaming devices or adult book store or massage parlor or live entertainment.

As used herein, "entertainment facility" or "recreational facility" includes, but is not limited to, a bowling alley, skating rink, theater, billiard room, health spa, health studio, gymnasium, bar, tavern, or other place of public amusement; and "training or educational facility" includes, but is not limited to, a beauty school, barber college, reading room, place of instruction, or any other operation catering primarily to students or trainees rather than to customers.

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The above notwithstanding, in the event Tenant procures all of the necessary licenses and permits, then Tenant shall have the right to sell distilled spirits, beer and wine for on-premises consumption only. 

**10. ALTERATIONS:** Tenant shall not make, or suffer to be made, any alterations of the demised premises, or any part thereof, without the prior written consent of Landlord, and any additions to, or alterations of, said premises, except movable furniture and trade fixtures shall become at once a part of the realty and belong to Landlord.

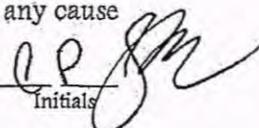
**11. MAINTENANCE AND REPAIR:** Tenant shall, subject to Landlord's obligation as set forth in Article 19, at all times during the term hereof and at Tenant's sole cost and expense, keep, maintain and repair the building and other improvements upon the demised premises in good and sanitary order and condition (except as hereinafter provided with respect to Landlord's obligation) including without limitation, the maintenance and repair of any store front, doors, window casements, glazing, the maintenance, repair and replacement of the heating and air conditioning system (if any), plumbing, pipes, electrical wiring and conduits. By entering into the demised premises Tenant shall be deemed to have accepted the demised premises as being in good and sanitary order, condition and repair and Tenant agrees on the last day of said term or sooner termination of this Lease to surrender the demised premises with appurtenances, in the same condition as when received, reasonable use and wear thereof and damage by fire, act of God or by the elements excepted. Tenant shall periodically sweep and clean the sidewalks adjacent to the demised premises, as and when needed.

Notwithstanding the provisions of this Article 11 contained herein, Landlord shall, at Tenant's expense, repair and maintain the sidewalks, structural portions of the Building, including the exterior walls and roof. Tenant's responsibility for these expenses shall be apportioned in accordance to the total floor area of the Premises as it relates to the total floor area of the building which contains the demised premises. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. There shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in, or to any portion of the Building or the Premises, or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

**12. COMPLIANCE WITH LAWS:** Tenant shall, at his sole cost and expense, comply with all of the requirements of all Municipal, State and Federal authorities now in force or which may hereafter be in force pertaining to the use of said premises, and shall faithfully observe in said use all Municipal ordinance and State and Federal statutes now in force or which shall hereinafter be in force. The judgment of any court of competent jurisdiction, or the admission of Tenant in any action or proceeding against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any such order or statute in said use, shall be conclusive of that fact as between the Landlord and Tenant.

Tenant shall not commit, or suffer to be committed, any waste upon the demised premises, or any nuisance or other act or thing which may disturb the quiet enjoyment of any other Tenant in the building in which the demised premises may be located.

**13. INDEMNIFICATION OF LANDLORD - LIABILITY AND OTHER INSURANCE BY TENANT:** Tenant, as a material part of the consideration to be rendered to Landlord under this Lease, hereby waives all claims against Landlord for damage to goods, wares and merchandise in, upon or about said premises and for injuries to persons in or about said premises from any cause

  
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arising at any time; and, Tenant will hold Landlord exempt and harmless from any damage or injury to any person, or the goods, wares and merchandise of any person, arising from the use of the premises by Tenant, or from the failure of Tenant to keep the premises in good condition and repair, as herein provided.

During the entire term of this Lease, Tenant shall, at Tenant's expense obtain and keep in force during the term of the Lease, a policy of Combined Single Limit, Bodily Injury and Property Damage Insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be a combined single limit policy in an amount as required by Landlord from time to time, but in any event not less than One Million and 00/100<sup>th</sup> Dollars (\$1,000,000.00). The limits of said insurance shall not, however, limit the liability of Tenant hereunder. Tenant may provide said insurance under a blanket policy, provided that said insurance shall have a Landlord's Protective Liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant. All policies of insurance required hereunder shall be issued by insurance companies with general policy holder's rating of not less than "A" and a financial rating of not less than Class "X" as rated in the most current available "Best's" Insurance Reports, qualified to do business in the State of where the Premises are situated and shall be acceptable to Landlord.

All such policies shall be issued in the names of Landlord and Tenant, with Landlord named as additional insured, and if requested by Landlord, Landlord's first mortgagee or beneficiary, which policies shall be for the mutual and joint benefit and protection of Landlord. All policies of insurance delivered to Landlord must contain a provision that the company writing said policy will give to Landlord twenty (20) days notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. All public liability, property damage and other casualty policies shall be written as primary policies, not contributory with and not in excess of coverage which the Landlord may carry. Tenant shall deliver to Landlord, prior to right of entry, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with the additional insured as follows: Jackson Shopping village, LLLP, 26135 Mureau Road #200, Calabasas, CA 91302.

**14. FREE FROM LIENS:** Tenant shall keep the demised premises and the property in which the demised premises are situated free from any liens arising out of any work performed, material furnished or obligation incurred by Tenant.

**15. ABANDONMENT:** Tenant shall not vacate or abandon the demised premises at any time during the term of this Lease; and, if Tenant shall abandon, vacate or surrender the demised premises or be dispossessed by process of law or otherwise, any personal property belonging to Tenant and left on the demised premises shall be deemed to be abandoned at the option of Landlord, except such property as may be mortgaged to Landlord.

**16. SIGNS AND AUCTIONS:** The Tenant may affix and maintain upon the glass panes and supports of the show windows and within twelve (12) inches of any window and upon the exterior walls of the building only such signs, advertising placards, names, insignia, trademarks and descriptive material as shall have first received the written approval of the Landlord as to size, type, color, location, copy, nature and display qualities. Anything to the contrary in this Lease notwithstanding, Tenant shall not affix any sign to the roof of the building. The Tenant may not display or sell merchandise or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devices, or use in or about the premises any advertising medium which may be heard or seen outside the premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

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No sign may be erected or removed without the prior written consent of any governmental authority having jurisdiction thereof or without the prior written consent of the Landlord. Tenant shall be responsible for any damage to premises caused by removal of signs.

Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the demised premises, whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other solvency proceeding.

**17. UTILITIES:** Tenant shall pay before delinquency all charges for water \*subject to Article 8 contained herein), gas, heat, electricity, power, telephone service and all other services of utilities used in, upon, or about the demised premises by Tenant or any of its sub-tenants, licensees or concessionaires during the term and any extension or renewal of the term of this Lease. This shall include any sewer or any other assessment or service fees or charges, or initial or subsequent hookup or privilege fees or charges.

**18. ENTRY AND INSPECTION:** Tenant shall permit Landlord and his agents to enter into and upon the demised premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining the building in which said premises are situated, or for the purpose of making repairs, alterations or additions to any other portion of said building, including the erection and maintenance of such scaffolding, canopy, fences and props as may be required, or for the purpose of posting notices of nonliability for alterations, additions or repairs, or for the purpose of placing upon the property in which the premises are located any usual or ordinary "For Sale" signs. Landlord shall be permitted to do any of the above without any rebate of rent and without any liability to Tenant for any loss of occupation or quiet enjoyment of the premises thereby occasioned. Tenant shall permit Landlord, at any time within thirty (30) days prior to the expiration of this Lease, to place upon said premises any usual or ordinary "For Lease" signs and during such thirty (30) day period Landlord or his agents may, during normal business hours, enter upon said premises and exhibit same to prospective tenants.

**19. DAMAGE AND DESTRUCTION OF PREMISES:** In the event of (a) partial destruction of said premises or the building containing same during said term which requires repairs to either said premises or said building, or (b) said premises or said building being declared unsafe or unfit for occupancy by any authorized public authority for any reason other than Tenant's act, use or occupation, which declaration requires repairs to either said premises or said building, Landlord shall forthwith make said repairs provided Tenant gives to Landlord thirty (30) days written notice of the necessity therefore. No such partial destruction (including any destruction necessary in order to make repairs required by any declaration made by any public authority) shall in any way annul or void this Lease except that Tenant shall be entitled to a proportionate reduction of minimum guaranteed rental while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by Tenant in said premises. However, if during the last four years of the term of this Lease the building is damaged as a result of fire or any other insured casualty to an extent in excess of twenty-five (25%) percent of its then replacement cost (excluding foundations), Landlord may within thirty (30) days following the date such damage occurs terminate this Lease by written notice to Tenant. If Landlord, however, elects to make said repairs, and provided Landlord uses due diligence in making said repairs, this Lease shall continue in full force and effect and the minimum guaranteed rental shall be proportionately reduced as hereinabove provided. If Landlord elects to terminate this Lease, all rentals shall be prorated between Landlord and Tenant as of the date of such destruction.

The foregoing to the contrary notwithstanding, if the building is damaged or destroyed at any time during the term hereof to an extent of more than ten (10%) percent of its then replacement cost (excluding foundations) as a result of a casualty not insured against, Landlord may within thirty (30) days following the date of such destruction terminate this Lease upon

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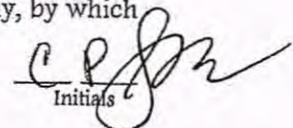
written notice to Tenant. If Landlord does not elect to so terminate because of uninsured casualty, Landlord shall promptly rebuild and repair said premises and Tenant's rental obligation shall be proportionately reduced as hereinabove provided. In the event of an uninsured casualty of up to ten (10%) percent of the then replacement cost, the Landlord shall make all repairs necessary, provided, however, should Landlord choose not to make such repairs, he may terminate this Lease by giving thirty (30) days written notice to Tenant. After receipt of such notice Tenant shall have fifteen (15) days to notify Landlord that Tenant shall pay the costs of the required repairs. In such an event, and provided Tenant pays such costs in a manner satisfactory to Landlord, then this Lease shall remain in full force and effect.

**20. ASSIGNMENT AND SUBLETTING:** Tenant shall not voluntarily or by any operation of law, assign, transfer, mortgage, sublet or otherwise encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void and shall constitute a default under the terms of this Lease.

In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay Landlord reasonable attorney fees, not to exceed Five Hundred and 00/100<sup>th</sup> (\$500.00) Dollars, incurred in connection with giving such consent. Prior to approval by Landlord of a subletting or assignment, Tenant shall provide Landlord with information showing the proposed Assignee's or Sub-tenant's financial condition. Further, should Tenant receive rent or other consideration either initially or over the term of the assignment or sublease, in excess of the Minimum Rent called for hereunder, or in case of the sublease of a portion of the Premises in excess of such rent fairly allocable to such portion. Tenant shall pay to Landlord as additional rent hereunder all of the excess of each such payment of rent or other consideration received by Tenant promptly after its receipt.

In the event Tenant is a corporation or trust, the sale, conveyance, transfer or disposition of more than ten (10%) percent of the issued and outstanding capital stock of Tenant or of the beneficial interest of such trust, or in the event Tenant is a general or limited partnership or joint venture, a change in any general partner or joint venturer, either voluntarily or involuntarily, or otherwise, or the sale, conveyance, transfer disposition or encumbrance of any such general partner or joint venture interests, shall constitute an assignment for purposes of this Article and be subject to the conditions of this Article.

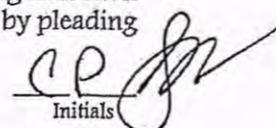
**21. DEFAULT:** In the event of any breach of this Lease by Tenant, the Landlord shall notify the Tenant in writing of such breach, and Tenant shall have ten (10) days in which to cure any such breach as to payments of rent or other sums due hereunder, and thirty (30) days to cure any other breach, and if Tenant shall fail to cure such breach or default within such time limit, then Landlord, besides other rights or remedies Landlord may have, shall have the immediate right of re-entry and may remove all persons and property from the premises; and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant. Should Landlord elect to re-enter, as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease or may from time to time, without terminating this Lease, re-let said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in his sole discretion may deem advisable, with the right to make alterations and repairs to said premises. Upon such re-letting: (a) Tenant shall be immediately liable to pay to Landlord, in addition to any indebtedness other than rent due hereunder, the cost and expenses of such re-letting and of such alteration and repair, incurred by Landlord, and the amount, if any, by which

  
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the rent reserved in this Lease for the period of such re-letting (up to but not beyond the term of this Lease) exceeds the amount agreed to be paid as rent for the demised premises for such period of such re-letting; or (b) At the option of Landlord, rents received by such Landlord from such re-letting shall be applied as follows: First, to the payment of any indebtedness, other than rent, due hereunder from Tenant to Landlord; Second, to the payment of any costs and expenses of such re-letting and of such alterations and repairs; Third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If Tenant has been credited with any rent to be received by such re-letting under option (a), and such rent shall not be promptly paid to Landlord by the new Tenant, or if such rentals received from re-letting under option (b) during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Even though the Tenant has breached this Lease and abandoned the premises, this Lease shall continue in effect for so long as the Landlord does not terminate the Tenant's right to possession (acts of preservation, maintenance or efforts to re-let the premises or the appointment of a receiver do not constitute a termination of the Tenant's right to possession), and the Landlord may enforce all its rights and remedies under this Lease, including the right to recover rent and other charges as they become due under this Lease. Should Landlord at any time elect to terminate this Lease for any breach, in addition to any other remedies he may have, Landlord may recover from Tenant all damages incurred by Landlord by reason of such breach, including the cost of recovering the premises, and including: (1) the worth at the time of award of unpaid rent which has been earned at the time of termination; (2) the worth at the time of award of the amount by which the unpaid rent, which would have been earned after termination until the time of award, exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; (3) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided; and (4) any other amount necessary to compensate the Landlord for all the detriment proximately caused by the Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result there from. The "worth at the time of award" of the amounts referred to in (1) and (2) of the preceding sentence is to be computed at the maximum legal rate and the "worth at the time of award" of the amount referred to in (3) of the preceding sentence is to be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one (1%) percent. Efforts by the Landlord to mitigate the damages caused by such breach on the part of Tenant do not waive the Landlord's right to recover damages under this paragraph. Nothing contained in this paragraph effects the right of the Landlord to indemnification for liability arising prior to the termination of this Lease for personal injuries or property damage. Except as otherwise specifically provided in this Lease, Tenant hereby waives and relinquishes any right which Tenant may have to terminate this Lease or withhold rent on account of any damage, destruction or state of disrepair of the premises. The occurrence of any event set forth in Article 22 of this Lease shall be deemed a breach of this Lease by Tenant.

**22. INSOLVENCY OF TENANT:** Tenant agrees that in the event all or substantially all of its assets be placed in the hands of a receiver or trustee, and in the event such receivership or trusteeship continue for a period of ten (10) days, or should Tenant make an assignment for the benefit of creditors, or be adjudicated a bankrupt, or should Tenant institute any proceedings under any state or federal bankruptcy act wherein Tenant seeks to be adjudicated a bankrupt, or seeks to be discharged of its debts, or seeks to be reorganized or rehabilitated through Chapters X, XI or XII of the Federal Bankruptcy Act, or should any involuntary proceeding be filed against such Tenant under such bankruptcy laws and Tenant consents thereto or acquiesces therein by pleading

  
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or default, then this Lease or any interest in and to the demised premises shall not become an asset in any of such proceedings and in any of such events, and in addition to any and all rights or remedies of Landlord hereunder or as provided by law, it shall be lawful for Landlord at his option to declare the term hereof ended and to re-enter the demised premises and take possession thereof and remove all persons therefrom and Tenant shall have no further claim therein or hereunder.

**23. SURRENDER OF LEASE:** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to him of any or all of such subleases or subtenancies.

**24. SALE OF PREMISES BY LANDLORD:** In the event of any sale of the demised premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the demised premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

**25. HOURS OF BUSINESS:** Subject to the provisions of Article 19 hereof, Tenant shall continuously, during the entire term hereof, conduct and carry on Tenant's business in the demised premises and shall keep the demised premises open for business and cause Tenant's business to be conducted therein during the usual business hours of each and every business day as is customary for businesses of like character in the city in which the demised premises are located to be open for business provided, however, that this provision shall not apply if the demised premises should be closed and the business of Tenant temporarily discontinued therein on account of strikes, lockouts, equipment failure, or similar causes, beyond the reasonable control of Tenant annual vacation not to exceed three (3) weeks or closed for not more than three days out of respect to the memory of any deceased officer or employee of Tenant, or the relative of any such officer or employee. Tenant shall keep the demised premises adequately stocked with merchandise and with sufficient personnel to care for the patronage, and to conduct said business in accordance with sound business practice.

In the event of breach by the Tenant of any of the conditions contained in this Article 25, the Landlord shall have, in addition to any and all remedies herein provided, the right at its option to collect not only the minimum rent provided, but additional rent at the rate of one thirtieth (1/30) of the minimum monthly rent provided for each and every day that the Lessee shall fail to conduct its business as herein provided; said additional rent shall be deemed to be in lieu of any percentage rent that might have been earned during such period of the Tenant's failure to conduct its business as herein provided, and/or to compensate Landlord for any decrease in sales within the shopping center as a result of the demised premises not being open for business.

**26. ATTORNEY'S FEES:** In the event the Landlord finds it necessary to retain an attorney in connection with the default by the Tenant in any of the agreements or covenants contained in this Lease, Tenant shall pay reasonable attorney's fees to said attorney.

In the event of any litigation regarding this Lease, the losing party shall pay to the prevailing party reasonable attorney's fees.

**27. SECURITY DEPOSIT:** Tenant contemporaneously with the execution of this Lease, has deposited with Landlord, the sum of Two Thousand Eight Hundred Sixty and 00/100 (\$2,860.00) dollars, receipt of which is hereby acknowledged by Landlord; said deposit being given to secure the faithful performance by the Tenant of all of the terms, covenants and conditions of this Lease

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by the Tenant to be kept and performed during the term hereof. On April 1, 2013, Tenant shall pay an additional sum towards the security deposit in the amount of Two Thousand Eight Hundred Sixty and 00/100 (\$2,860.00) dollars, bringing the total security deposit paid by Tenant to Five Thousand Seven Hundred Twenty and 00/100 (\$5,720.00) dollars. Tenant agrees that if the Tenant shall fail to pay the rent herein reserved promptly when due said deposit may, at the option of the Landlord (but Landlord shall not be required to), be applied to any rent due and unpaid, and if the Tenant violates any of the other terms, covenants and conditions of this Lease, said deposit may be applied to any damages suffered by Landlord as a result of Tenant's default to the extent of the amount of the damages suffered.

Nothing contained in this Article 27 shall in any way diminish or be construed as waiving any of the Landlord's other remedies as provided in Article 21 hereof, or by law or in equity. Should the entire security deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable to Landlord by Tenant hereunder, then Tenant shall on the written demand of Landlord forthwith remit to Landlord a sufficient amount in cash to restore said security deposit to its original amount, and Tenant's failure to do so within fifteen (15) days after receipt of such demand shall constitute a breach of this Lease. Should Tenant comply with all of the terms, covenants and conditions of this Lease and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by Tenant to Landlord hereunder, said security deposit shall be returned in full to Tenant at the end of the term of this Lease, or upon the earlier termination of this Lease pursuant to the provisions of Article 19 hereof. Landlord shall have the right to commingle said security deposit with other funds of Landlord. Landlord may deliver the funds deposited herein by Tenant to the purchaser of Landlord's interest in the demised premises in the event that such interest be sold, and thereupon Landlord shall be discharged from further liability with respect to such deposit.

**28. COMPETITION:** During the term of this Lease, Tenant shall not directly or indirectly engage in any similar or competing business within a driving radius of three (3) miles from the outside boundary of the Shopping Center.

**29. HOLDING OVER:** Any holding over after the expiration of the term of this Lease, with the consent of Landlord, shall be construed to be a tenancy from month to month, cancelable upon thirty (30) days written notice, upon terms and conditions as existed during the last year of the term hereof except that the Guaranteed Minimum Monthly Rental shall be the rental rate specified in Article 48 - "Option Term" and if there is no option term then the guaranteed minimum monthly rental for the holdover period shall be the Guaranteed Minimum Monthly Rental paid during the last month of the Lease term shall be multiplied by one hundred ten (110%) percent.

**30. NOTICES:** Wherever in this Lease it shall be required or permitted that notice and demand be given or served by either party to this Lease to or on the other, such notice or demand shall be given or served and shall not be deemed to have been duly given or served unless in writing and forwarded by Certified Mail Return Receipt Requested or Federal Express addressed as follows:

**TO: LANDLORD**

**TO: TENANT**

**AT:** 26135 Mureau Road #200

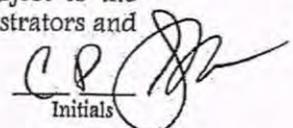
**AT:** P.O. Box 7875

Calabasas, CA 91302

Jackson, WY 83002

Either party may change such address by written notice by registered mail to the other.

**31. SUCCESSORS IN INTEREST:** The covenants herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and

  
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assigns of all the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

**32. TENANT'S PERFORMANCE:** In the event Tenant shall fail within any time limits which may be provided herein to complete any work or perform any other requirement provided to be performed by Tenant prior to the commencement hereof, or in the event Tenant shall cause a delay in the completion of any work, Landlord shall send Tenant written notice of said default and if said default is not corrected within ten (10) days thereafter, Landlord shall have the option of either: (i) terminating this Lease by a written notice of termination, and upon forwarding of said notice this Lease shall cease and terminate; Landlord shall be entitled to retain as liquidated damages all deposits made hereunder and such improvements as Tenant may have annexed to the realty that cannot be removed without damage thereto, or (ii) Landlord may hold the Lease in full force and effect and pursue all remedies it may have under this Lease or at law or in equity.

**33. FORCE MAJEURE:** If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing contained in this Article 33 shall excuse Tenant from the prompt payment of any rental or other charge required of Tenant hereunder except as may be expressly provided elsewhere in this Lease.

**34. PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be effected, impaired or invalidated thereof.

**35. MARGINAL CAPTIONS:** The various headings and numbers herein and the grouping of the provisions of this Lease into separate Articles and paragraphs are for the purpose of convenience only and shall not be considered a part thereof.

**36. TIME:** Time is of the essence of this Lease.

**37 SUBORDINATION, ATTORNMENT:** Upon request of the Landlord, Tenant will in writing subordinate its rights hereunder to the lien of any first mortgage, or first deed of trust, to any bank, insurance company or other lending institution, now or hereafter in force against the land and building of which the demised premises are a part, and upon any buildings hereafter placed upon the land of which demised premises are a part, and to all advances made or hereafter to be made upon the security thereof.

In the event any proceedings are brought for foreclosure or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the demised premises, the Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

The provisions of this Article to the contrary notwithstanding, and so long Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof. Within ten (10) days after request therefore by Landlord, or in the event that upon any sale, assignment or hypothecation of the demised premises or the land there under by the Landlord, an offset statement shall be required from Tenant, Tenant agrees to deliver in recordable form a certificate addressed to any such proposed mortgagee or purchaser or to the Landlord certifying

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that this Lease is in full force and effect (if such be the case) and that there are no differences or offsets thereto or stating those claimed by Tenant.

**38. FIRE AND EXTENDED COVERAGE INSURANCE:** Landlord shall procure and maintain at all times during the term of this Lease, or any renewals hereof, fire insurance with "extended coverage," including vandalism and malicious mischief in amount equal to one hundred (100%) percent of the replacement value of the demised premises and any and all equipment and material installed by Landlord pursuant to the original plans and specifications. For the purposes of Article 38, Tenant's pro rata share of Fire and Extended Coverage Insurance shall be defined as a fraction whose numerator is the square foot area of the Demised Premises and whose denominator is the square footage of the buildings in the Shopping Center for which Landlord obtains fire and extended coverage insurance. Said denominator shall exclude the building square footage of tenants in the Shopping Center who are (i) either self-insured or (ii) obtain fire and extended coverage insurance at their own expense under the terms of their Lease Agreement. Such policy shall be written in the name of Landlord, and any mortgagee or beneficiary of a deed of trust of the demised premises, if any, as their interest may appear. All proceeds of such insurance shall constitute a trust fund to the extent of the restoration of the demised premises and shall be payable to the Landlord and the beneficiary of any deed of trust.

Tenant's pro rata share of Fire and Extended Coverage Insurance shall be paid by Tenant to Landlord in equal monthly installments on the first of each calendar month during the term of this Lease, commencing with the Rent Commencement Date, in an amount equal to one-twelfth (1/12<sup>th</sup>) of Tenant's proportionate share of said Fire and Extended Coverage Insurance as reasonably estimated by Landlord for the calendar year. The amount due for all partial calendar years shall be prorated on a per diem basis.

Within forty-five (45) days after the end of each calendar year, Landlord shall furnish Tenant with a written statement of the actual amount of said Fire and Extended Coverage Insurance premium and Tenant's proportionate share thereof for the preceding calendar year. Landlord shall furnish to Tenant a copy of the Fire and Extended Coverage Insurance invoice upon which such statement is based. Within thirty (30) days after receipt of said statement by Tenant, but subject to the limitations hereinafter set forth, Tenant shall pay to Landlord any deficiency due Landlord. Any surplus paid by Tenant shall be credited against the next ensuing monthly installment of rent unless the amount of such surplus exceeds the amount of the next ensuing monthly installment, in which event Landlord shall refund such excess to Tenant within thirty (30) days after the calculation thereof.

Tenant's proportionate share of the Fire and Extended Coverage Insurance expense is currently estimated to be [REDACTED] on an annualized basis. Therefore, Tenant shall pay the amount of \$ [REDACTED] monthly. Landlord hereby reserves the right to adjust Tenant's monthly Fire and Extended Coverage Insurance estimate based on actual costs incurred.

*beginning March 1, 2013 CP*

**39. CONDEMNATION:** Should the whole or any part of the Leased Property be condemned or taken by a competent authority for any public or quasi-public purpose, all awards payable on account of such condemnation and taking shall be payable to Landlord, and Tenant hereby waives any and all interest therein.

If the whole of the Leased Property shall be so condemned and taken, then this Lease shall terminate upon such taking. If greater than one third (1/3) of the floor space of the Leased Property is condemned or taken or if by reason of any condemnation or taking the remainder of the Leased Property is not one individual parcel, and if the remaining portion thereof will not be reasonably adequate for the operation of Tenant's business after Landlord completes such repairs or alterations as Landlord is obligated or elects to make, either Landlord or Tenant shall have the option to terminate this Lease by notifying the other party hereto of such election in writing within

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twenty (20) days after such taking. If by such condemnation and taking one third (1/3) or less of the Leased Property has been taken and the remainder is one undivided parcel, or if a part only of the Leased Property is taken and the remaining part thereof is suitable for the purposes for which said Tenant has leased said premises, this Lease shall continue in full force and effect, but the minimum rent shall be reduced in an amount equal to that proportion of the minimum rent which the floor space of the portion taken bears to the total floor space of the Leased Property.

In the event a partial taking does not terminate this Lease Tenant, at Tenant's expense, shall also make repairs and restorations to the remaining premises of the nature of Tenant's work required by Exhibit "B" and shall also repair or replace its stock in trade, fixtures, furniture, furnishings, floor coverings and equipment and if Tenant has closed, shall promptly reopen for business. If any part of the Center other than the Leased Property shall be so taken or appropriated, Landlord shall have the right, at its option, to terminate this Lease by notifying Tenant within six (6) months of such taking.

For the purposes hereof, a deed in lieu of condemnation shall be deemed a taking.

**40. PAYMENTS CONSTITUTING RENT:** All payments by Tenant for common area maintenance and repairs, taxes, assessments, utilities, insurance and all other obligations for payment by Tenant shall be deemed to constitute "rent."

**41. TENANT REMEDIES:** In the event of a default by Landlord, Tenant's sole remedy shall be for damages, an injunction and/or specific performance. Tenant may not withhold rent or terminate this Lease in the event of Landlord's default.

**42. WAIVER:** Any failure by the Landlord to enforce any provision of the Lease does not constitute a waiver of that provision and that a waiver by the Landlord of any provision in the Lease with respect to a particular default does not constitute a waiver of that provision or any other provision with respect to a subsequent default.

**43. LATE FEES:** Notwithstanding anything to the contrary contained in this Lease, the rent for said space is due on the first (1st) day of the month and any rent not received by the fifth (5<sup>th</sup>) day of the month is subject to a ten (10%) percent late charge. Also, all common area, taxes, insurance and sewer billings are due within ten (10) days of the billing date and any charges not received within ten (10) days will be subject to a ten (10%) percent late charge.

In the event that any five-day notices or ten-day demands have to be served on the Tenant or any legal proceedings have to be taken, the cost of such notices and legal proceedings will be charged to the Tenant.

**44. STOREFRONT SIGNAGE:** Subject to local codes and ordinances, Tenant shall install and maintain at its sole expense a wooden 2' X 12' storefront fascia sign and submit drawing of same to be duly approved in writing by Landlord not later than thirty (30) days after Tenant takes possession of demised premises.

**45. SUBROGATION:** As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties.

Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

  
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46. **ANNUAL FINANCIAL STATEMENTS:** Within ninety (90) days of the close of each lease year, but only upon written request of Landlord, Tenant shall furnish Landlord with financial statements, acceptable in form and content to Landlord,

47. **PYLON SIGNAGE:** Tenant shall be entitled to One (1) readerboard space on each side of the Monument Sign in the location shown on the attached Exhibit "C". Tenant to pay for installation and lettering on Plexiglas. Tenant shall also pay its pro rata share of costs to maintain, repair and light said signs.

48. **QUIET POSSESSION:** Upon Tenant paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.

49. This Lease Agreement may be executed in one or in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Lease Agreement.

50. For the purposes of this document, an executed facsimile or an executed email shall constitute an original signature and have the same binding effect as an original signature.

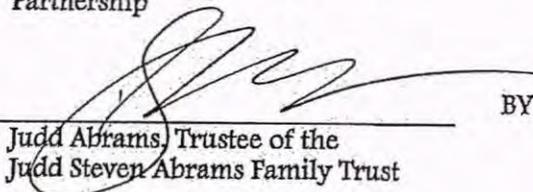
51. **EXISTING FIXTURES AND EQUIPMENT:** Landlord is the owner of all existing restaurant equipment and fixtures in the premises. Landlord grants Tenant the use and enjoyment of such equipment and fixtures during the term of this Lease. Said equipment and fixtures are delivered to Tenant in "as is" condition and Landlord makes no warranty as to their condition. Said equipment and fixtures shall remain the property of the Landlord at the expiration of the Lease term.

IN WITNESS WHEREOF, the parties have duly executed this Lease together with the herein- referred-to Exhibits which are attached hereto, on the day and year first written above.

**LANDLORD:**

Jackson Shopping Village, LLLP, a  
Nevada Limited Liability Limited  
Partnership

BY:

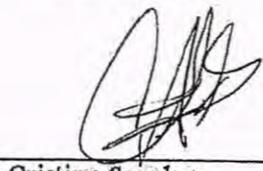
  
\_\_\_\_\_  
Judd Abrams, Trustee of the  
Judd Steven Abrams Family Trust

**TITLE:** General Partner

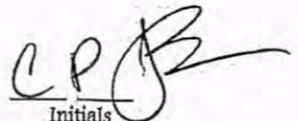
**TENANT:**

Cristina Sanchez

BY:

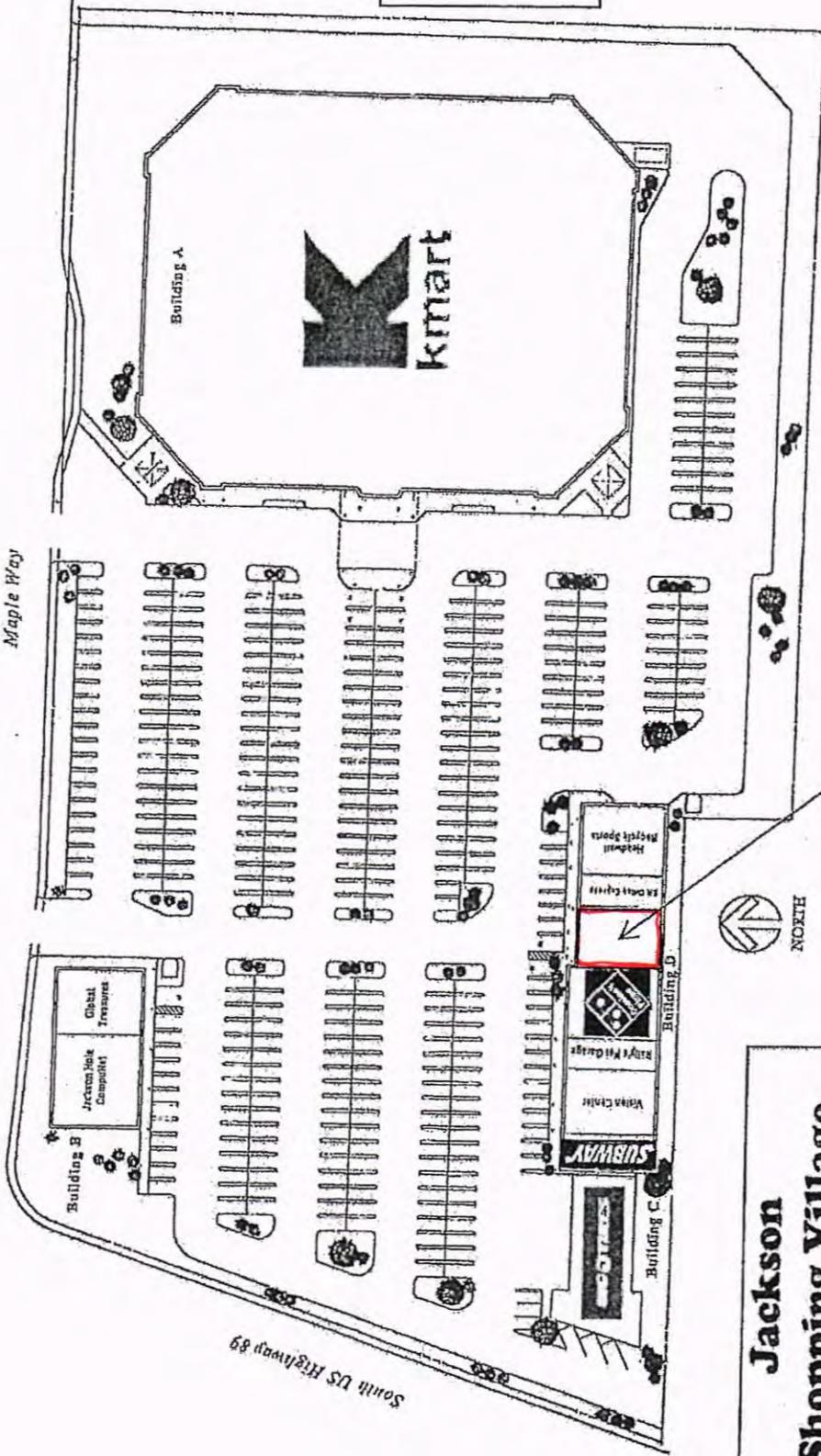
  
\_\_\_\_\_  
Cristina Sanchez

1/11/13

  
Initials

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EXHIBIT "A"



Demised Premises  
 El Tlaxcalteca  
 40' X 55' = 2,200 SF

**Jackson  
 Shopping Village**

Initials *[Signature]*

FM

Issued by:

**WYOMING DEPARTMENT OF AGRICULTURE  
CONSUMER HEALTH SERVICES**

**2219 CAREY AVE  
CHEYENNE, WY 82002**

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 8238

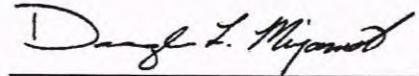
Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

TIJUANA MEXICAN RESTAURANT LLC  
520 HWY 89  
JACKSON, WY 83002

EXPIRATION DATE:  
1/23/2019

TIJUANA MEXICAN RESTAURANT LLC  
FLORENCIA MORALES MARIO PEREZ  
MORALES  
PO BOX 12688  
JACKSON, WY 83002



Director of Dept. of Ag

**THIS LICENSE MUST BE CURRENT  
AND POSTED CONSPICUOUSLY  
AT THE PHYSICAL LOCATION**

## TACOS

Served in a soft tortilla and full of our best ingredients!

<b>Al pastor</b> Thinly sliced pork marinated in al pastor with pineapple.	<b>\$3.00</b>
<b>Longaniza</b> Spicy Mexican sausage.	<b>\$3.00</b>
<b>Carnitas</b> Braised pork shoulder	<b>\$3.00</b>
<b>Asada</b> Steak	<b>\$3.00</b>
<b>Pollo</b> Marinated chicken.	<b>\$3.00</b>
<b>Lengua</b> Beef Tongue	<b>\$3.00</b>
<b>Campechanos</b> A little bit of all meats.	<b>\$3.50</b>

## QUESADILLAS

Flower tortilla with cheese and your choice of meat.  
Served with rice and beans lettuce, pico de gallo and sour cream.

<b>Al pastor</b> Thinly sliced pork marinated in al pastor with pineapple.	<b>\$8.50</b>
<b>Longaniza</b> Spicy Mexican sausage.	<b>\$8.50</b>
<b>Carnitas</b> Braised pork shoulder	<b>\$8.50</b>
<b>Asada</b> Steak	<b>\$8.50</b>
<b>Pollo</b> Marinated chicken.	<b>\$8.50</b>
<b>Campechanos</b> A little bit of all meats.	<b>\$8.50</b>
<b>Camarones</b> Shrimp.	<b>\$10.50</b>

## KIDS MENU

All kids plates have choice of rice and beans or fries.

<b>Bean and cheese burrito</b>	<b>\$6.99</b>
<b>Cheese quesadilla</b>	<b>\$6.99</b>
<b>Chicken strips</b>	<b>\$6.99</b>
<b>Kids taco</b>	<b>\$6.99</b>
<b>Mini chimichanga</b>	<b>\$6.99</b>

## DRINKS

### FRESH WATERS

<b>Horchata</b>	<b>\$3.00</b>
<b>Jamaica</b>	<b>\$3.00</b>
<b>Tamarindo</b>	<b>\$3.00</b>
<b>Mango</b>	<b>\$3.00</b>

### SODAS

<b>Pepsi</b>	<b>\$3.00</b>
<b>Diet Pepsi</b>	<b>\$3.00</b>
<b>Dr. Pepper</b>	<b>\$3.00</b>
<b>Orange</b>	<b>\$3.00</b>
<b>Lemonade</b>	<b>\$3.00</b>

### JARRITOS

<b>Lime</b>	<b>\$2.50</b>
<b>Piña</b>	<b>\$2.50</b>
<b>Mango</b>	<b>\$2.50</b>
<b>Tamarindo</b>	<b>\$2.50</b>
<b>Fruit Punch</b>	<b>\$2.50</b>
<b>Sidral</b>	<b>\$2.50</b>
<b>Sangria</b>	<b>\$2.50</b>
<b>Fanta (Bottle)</b>	<b>\$3.00</b>
<b>Coke (Bottle)</b>	<b>\$3.00</b>

### MIXED DRINKS

<b>Micheladas</b>	<b>\$6.50</b>
<b>Margaritas</b>	<b>\$6.50</b>
<b>Piña Colada</b>	<b>\$6.50</b>

### BEER

<b>Corona</b>	<b>\$4.00</b>
<b>Tecate</b>	<b>\$4.00</b>
<b>Pacifico</b>	<b>\$4.00</b>
<b>Modelo Especial</b>	<b>\$4.00</b>
<b>Negra Modelo</b>	<b>\$4.00</b>
<b>Dos XX Lager</b>	<b>\$4.00</b>
<b>Dos XX Ambar</b>	<b>\$4.00</b>
<b>Bohemia</b>	<b>\$4.00</b>
<b>Bud Light</b>	<b>\$4.00</b>
<b>Budweiser</b>	<b>\$4.00</b>



## MEXICAN RESTAURANT

JACKSON HOLE, WYOMING

t i j u a n a j h . c o m

307.733.3554 • 520 US-89

JACKSON, WY 83001

2/2018

## APPETIZERS / APERITIVOS

**Guacamole** **\$5.99**  
Our guacamole is made fresh daily from perfectly ripe avocados combined with citrus lime juice, onions, tomatoes, fresh jalapenos, and seasoning.

**Queso fundido con chorizo** **\$5.99**  
A blend of melted cheese with peppers, onions and chorizo

**Taquitos Dorados** **\$6.99**  
Crispy corn tortilla filled with shredded chicken and cheese. Garnished with sour cream, queso fresco, lettuce, and pico de gallo.

**Tostadas De Tinga** **\$8.50**  
Crispy tostadas topped with spicy chipotle, and chicken. Garnished with lettuce, sour cream, queso fresco, and avocado.

**Nachos** **\$6.99**  
Jack cheese, fresh jalapenos, onions, cilantro, avocado, tomatoes, and sour cream.

## SALADS / ENSALADAS

**Ensalada Caesar** **\$6.50**  
Romaine lettuce tossed with creamy Caesar dressing, parmesan cheese, and croutons.  
+ Chicken \$3.75

**Ensalada Mexicana** **\$6.50**  
Romaine lettuce, tomatoes, cactus leaf, cilantro, onions, and queso fresco.  
+ Chicken \$3.75

## PLATES / PLATILLOS

**Plato De Pollo A La Crema Con Rajas Y Elote** **\$12.50**  
Chicken sauteed with poblano peppers, corn, and creamy sauce. Served with rice and beans, and side of tortillas.

**Plato De Chimichanga** **\$11.50**  
A flour tortilla stuffed with rice, cheese, onions, jalapenos, and choice of meat with Mexican sour cream.

**Enchiladas De Mole** **\$12.50**  
Three chicken enchiladas smothered with mole sauce. Topped with sliced onions, queso fresco, and sour cream. Served with rice and beans.

**Plato De Milanesa** **\$12.50**  
Lightly breaded carne asada or chicken. Served with rice and beans, lettuce, tomatoes, avocado, and corn tortillas.

**Tostadas De Ceviche De Camaron** **\$12.99**  
Three shrimp ceviche tostadas with chipotle mayo sauce. Shrimp marinated in lime juice, mixed with onions, jalapenos, cilantro and tomatoes. Topped with a citrus slaw.

**Chiles Rellenos Con Queso Y Jamon** **\$13.00**  
Two ham and cheese poblano peppers rolled in our original egg batter fried and smothered in a tomato sauce. Served with rice and beans, and corn tortillas.

**Bisteces A La Mexicana** **\$13.50**  
Steak simmered with grilled tomatoes, onions, and fresh jalapenos. Served with rice and beans, and corn tortillas.

**Enchiladas Verdes** **\$12.50**  
Three chicken enchiladas smothered with salsa Verde. Topped with sliced onions, queso fresco, and sour cream. Served with rice and beans.

**Carne Asada** **\$14.50**  
Grilled steak served with pico de gallo, chile asado, rice and beans, and corn tortillas.

**Burrito Asado** **\$11.50**  
Carne asada burrito stuffed with rice and beans, and cheese. Topped with lettuce, sour cream, and pico de gallo. Served with rice and beans.

**Pollo Ranchero** **\$12.50**  
Chicken simmers with grilled tomatoes, onions, and fresh jalapenos. Served with rice and beans, and corn tortillas.

**Coctel de Camaron** **\$14.00**  
Shrimp cocktail, made from poached shrimp tossed in a flavorful ketchup sauce, onion, cilantro, avocado and finished with a squeeze of lime. Served with crackers

**Camarones a La Diabla** **\$14.00**  
Shrimp Sautéed in a spicy sauce. Served with lettuce and pico de gallo, rice and beans

**Chimichanga de Camarones** **\$12.99**  
Grilled Shrimp, onions, bell peppers and tomatoes served with rice and beans lettuce, pico de gallo and sour cream.

**Tacos de Camarones** **\$12.99**  
Three shrimp tacos served with lettuce pico de gallo, avocado, cheese and chipotle sauce. Served with rice and beans.

**Mojarra Frita** **\$12.50**  
Whole fried tilapia served with pico de gallo, lettuce and rice and beans.

## FAJITAS

Green and red bell peppers, onions, bacon, ham, prepared with your choice of meat, topped with melted cheese. Served on a sizzling hot skillet. Served with lettuce, pico de gallo, rice and beans, and corn tortillas.

**Alpastor** **\$13.75**  
Thinly sliced pork marinated in al pastor with pineapple.

**Chorizo** **\$13.75**  
Spicy Mexican sausage.

**Carnitas** **\$13.75**  
Slow cooked pork shoulder.

**Hawaiiana** **\$13.75**  
Ham, al pastor meat and pineapple.

**Pollo** **\$13.75**  
Marinated chicken.

**Carne Asada** **\$13.75**  
Steak.

**Camaron** **\$16.50**  
Shrimp.

## GEMITAS

Homemade sesame seed roll layered with avocado, homemade chipotle sauce, mayonnaise, Oaxaca cheese, queso fresco, ham and choice of meat.

**Milanesa De Res** **\$10.50**  
Lightly breaded carne asada steak.

**Milanesa De Pollo** **\$10.50**  
Lightly breaded chicken breast.

**Alpastor** **\$10.50**  
Thinly sliced pork marinated in al pastor with pineapple.

**Jamon** **\$10.50**  
Ham.

**Carne Asada** **\$10.50**  
Steak.

**Carne Enchilada** **\$10.50**  
Steak smothered in a red sauce.

**Longaniza** **\$10.50**  
Spicy Mexican sausage.

**Atomica** **\$15.00**  
Carne enchilada, milanesa de res, and spicy Mexican

Plan of Operations

Tijuana Mexican Restaurant, LLC

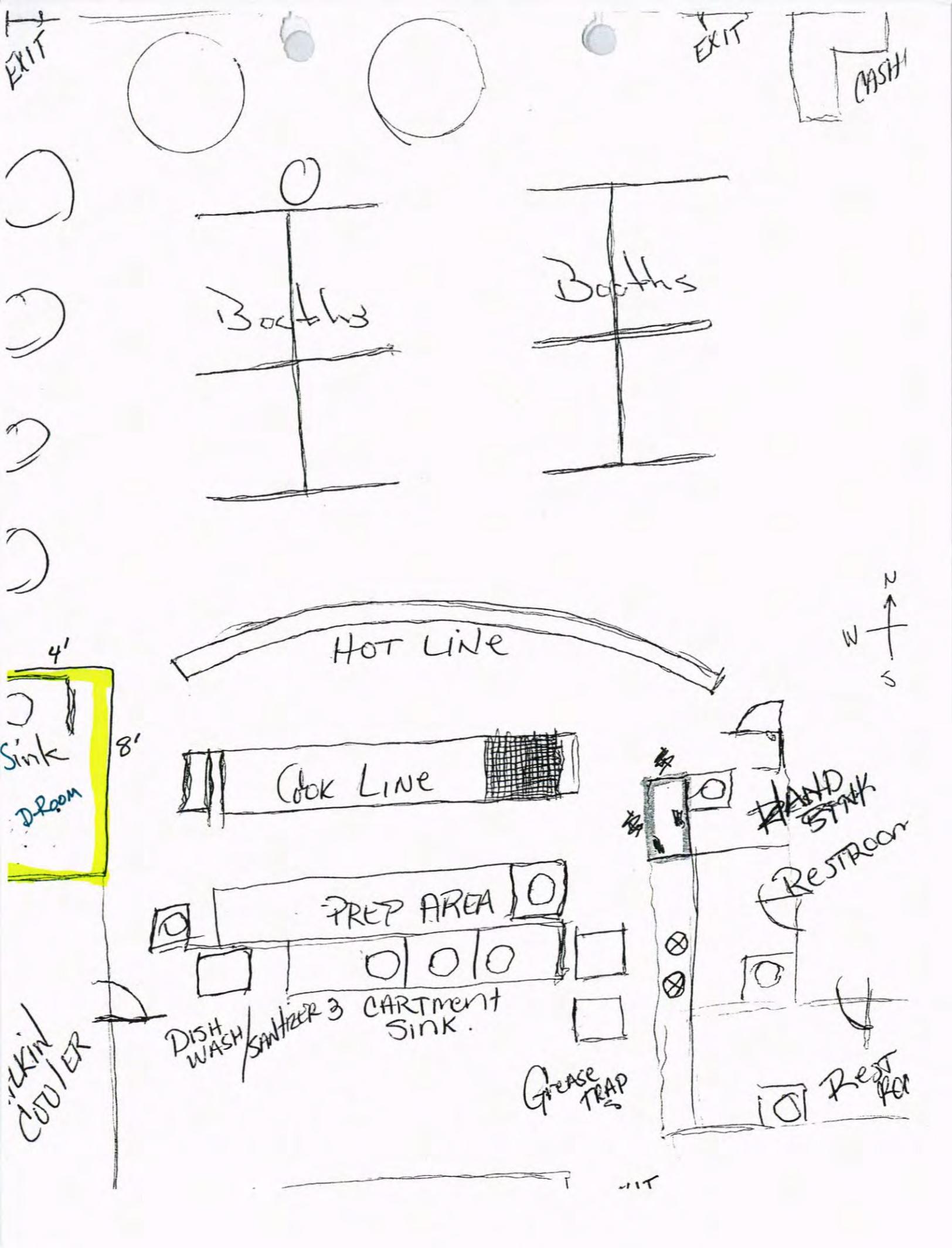
February 22, 2018

Customers will be seated. Servers will come to the table and take food and drink orders.

A server will make drink order in the dispensing room and either give the drink to the server for that table or deliver the drink to the customer seated in the dining area.

A handwritten signature in black ink, consisting of a stylized, cursive letter 'S' or similar shape, positioned above a horizontal line.

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EXIT

EXIT

CASH

Booths

Booths

HOT LINE

Cook Line

PREP AREA

DISH WASH/SANITIZER 3 CARTMENT SINK.

GREASE TRAP

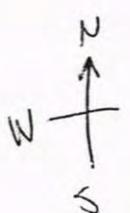
Sink Room

WALKING COOLER

HAND SINK

RESTROOM

Rest Area



EXIT

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 **Tijuana Mexican Restaurant LLC**  
Filing ID **2018-000784856**  
Type Limited Liability Company Status Active

**General Information**

Old Name		Sub Status	Current	✓
Fictitious Name		Standing - Tax	Good	
		Standing - RA	Good	
Sub Type		Standing - Other	Good	
Formed in	Wyoming	Filing Date	01/16/2018 3:49 PM	
Term of Duration	Perpetual	Delayed Effective Date		
		Inactive Date		

**Principal Address**

520 S Hwy 89  
Jackson, WY 83002

**Mailing Address**

PO Box 12688  
Jackson, WY 83002

**Registered Agent Address**

Mountain Business Center, LLC  
690 S Hwy 89 Ste 200  
Jackson, WY 83001

**Parties**

Type	Name / Organization / Address
Organizer	Mountain Business Center, LLC PO Box 12200, Jackson, WY 83002

**Notes**

Date	Recorded By	Note
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**Annual Report History**

Num	Status	Date	Year	Tax
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**Amendment History**

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

Liquor License Application  
Provide for each person who  
signed the application

**AFFIDAVIT of AUTHORIZATION**

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

**AFFIDAVIT of UNDERSTANDING**

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

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

PRINT

Full Legal Name: Florencia Morales Ramos  
First Name Full Middle Name Last Name

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

2-22-2018  
Date Signed

[Signature]  
Applicant Signature

State of Wyoming )  
County of Teton )ss

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



[Signature]  
Notary Public or officer authorized to administer oaths

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

Liquor License Application  
Provide for each person who  
signed the application

**AFFIDAVIT of AUTHORIZATION**

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

**AFFIDAVIT of UNDERSTANDING**

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

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

**PRINT**

Full Legal Name: Mario Perez Morales  
First Name Full Middle Name Last Name

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

2-22-2018  
Date Signed

[Signature]  
Applicant Signature

State of Wyoming )  
County of Teton )ss

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



[Signature]  
Notary Public or officer authorized to administer oaths

**ORDINANCE NO. A**

AN ORDINANCE VACATING THAT 2,350 SQUARE FOOT ALLEY RUNNING NORTH AND SOUTH OFF OF DELONEY AVENUE BETWEEN CENTER STREET AND KING STREET IN THE TOWN OF JACKSON; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the alley at issue owned by the Town of Jackson in fee-simple and is identified as a 2,350 square foot alley (10' in width and 235' in length) situated adjacent to and between Lots 1-5 of Block 3 of the Club House Addition and Lots 8, 9 of 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 ("Alley") and as more specifically described in **Exhibits A and B** hereto; and,

WHEREAS, Crystal Creek Capital Real Estate Advisors, LLC ("CCCREA") has entered into a Purchase and Sale Agreement with Wells Fargo for the property addressed as 112 Center Street and 165 East Deloney Avenue currently owned in fee title by Wells Fargo Bank, N.A., a national banking association ("Wells Fargo"); and,

WHEREAS, CCCREA petitioned the Town on November 22, 2017 for vacation of said Alley between said lots and blocks, and located off of Deloney Avenue between Center Street and King Streets ("Petition to Vacate") because said Petition to Vacate is directly related to CCCREA's proposed hotel redevelopment project at 112 Center Street and 165 East Deloney currently under review by the Town; and,

WHEREAS, Wells Fargo has executed CCCREA's petition to vacate the alley and has agreed to provide Quitclaim Deeds to quitclaim any right, title and interest in and to the alley to CCCREA; and,

WHEREAS, said Alley as presently constituted has not been utilized by the Town of Jackson as a through-way for the reason that it no longer extends north beyond the north edge of the Wells Fargo property and therefore no through travel is possible, but alternative access rights have been established pursuant to (a) an Access and Underground Utility Easement filed on November 26, 2008, as Document 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"); and,

WHEREAS, a majority of the owners owning a majority of the property abutting the Alley proposed to be vacated have consented to the vacation of the Alley as long as each property is provided with alternative convenient vehicular access rights by CCCREA; and,

WHEREAS, in conjunction with CCCREA's proposed hotel redevelopment and Petition to Vacate said Alley, CCCREA has agreed to provide alternative public access from King Street to the public and to the properties abutting the alley; and,

WHEREAS, the grant of alternative public access and easement rights by CCCREA is conditioned upon the acquisition of the Wells Fargo Property by CCCREA or its designated affiliate; and,

WHEREAS, on January 16, 2018, a public hearing was held on the said Petition to Vacate; and,

WHEREAS, that in exchange for and in consideration for such vacation and/or "value" to the Town as authorized under Wyoming Statute § 15-4-242, CCCREA represented, warranted and has agreed to: construct and provide a minimum of a 6855 square foot alternative and improved public vehicular and pedestrian access from King Street, which includes access to the abutting property owners; relieve the Town of all future costs related to the maintenance of the Alley and any on-site utility infrastructure; relocate the buried telephone lines owned by the Wyoming Gas Company located in a portion of the Alley; provide public vehicular and pedestrian access to public facilities; public access and Town access to use the alternative and improved public vehicular and pedestrian access from King Street for loading and/or deliveries, fire, utility and/or other purposes; and to fulfill any and all additional representations, warranties and promises set forth in the Petition to Vacate set forth in **Exhibit C** hereto (with original Exhibits that have since been updated by Applicant per Town requests) and the Final Development Plan for the Center Street Project at 112 Center Street and 165 East Deloney, and any requirements and/or conditions thereto, including but not limited to a Development Agreement between the Town and CCCREA; and,

WHEREAS, on January 16, 2018 the Town Council of the Town of Jackson approved the Petition to Vacate subject to the 12 conditions of approval as set forth in the attached **Exhibit D**; and,

WHEREAS, CCCREA agrees to a reversion of said Alley back to the Town if: a) the promised development and improvements are not constructed or erected pursuant to the 12 conditions of approval of the Petition to Vacate set forth by the Town Council on January 16, 2018; and b) the Final Development Plan for the CCCREA Center Street Project, requirements and conditions of thereto, including but not limited to a Development Agreement between the Town and CCCREA; and,

WHEREAS, it is deemed by the Mayor and Town Council of the Town of Jackson that the public interest and benefit is best served by utilization of the Alley for purposes other than an alley and instead for the purposes agreed to between the parties.

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

## **SECTION I.**

The Town incorporates by reference the above recitals and Exhibits A through D attached hereto as if set forth fully herein.

## **SECTION II.**

By virtue of the power granted by W.S. § 15-4-305, that the 2,350 square foot alley (10' in width and 235' in length) situated adjacent to and between Lots 1-5 of Block 3 of the Club House Addition and Lots 8, 9 of Block 1 of the Van Vleck Second Subdivision to the Town of Jackson, all in Teton County Wyoming ("Alley") and as more particularly described in the legal description attached hereto as Exhibit A, and the map attached hereto as Exhibit B, should be and the same is hereby vacated.

## **SECTION III.**

In consideration for such vacation and/or "value" as authorized by W.S. § 15-4-242 for the Alley hereby vacated, CCCREA agrees to: construct and provide a minimum of a 6855 square foot alternative and improved public vehicular and pedestrian access from King Street, which includes access to the abutting property owners; relieve the Town of all future costs related to the maintenance of the Alley and any on-site utility infrastructure; relocate the buried telephone lines owned by the Wyoming Gas Company located in a portion of the Alley; provide public access to public facilities; provide public access and Town access to use the alternative and improved public vehicular and pedestrian access from King Street for loading and/or deliveries, fire, utility and/or other purposes; fulfill any and all representations and promises set forth in the Petition to Vacate presented to the Town of Jackson on January 16, 2018 and the 12 conditions of approval, the Final Development Plan for the CCCREA Center Street Project, requirements and conditions of thereto, including but not limited to a Development Agreement between the Town and CCCREA.

## **SECTION IV.**

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

## **SECTION V.**

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this act are severable. In the event that this Ordinance shall be found in contravention of any of the laws of the State of Wyoming as pertains to cities and towns said Ordinance shall no longer be binding on the Town of Jackson.

## **SECTION VI.**

This Ordinance shall become effective from and after the date of its passage, approval and publication.

PASSED 1<sup>ST</sup> READING THE \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

PASSED 2<sup>ND</sup> READING THE \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

PASSED, APPROVED AND ADOPTED THE \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

TOWN OF JACKSON

BY: \_\_\_\_\_  
Pete Muldoon, Mayor

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

**ATTESTATION OF TOWN CLERK**

STATE OF WYOMING                    )  
  ) ss.  
COUNTY OF TETON                    )

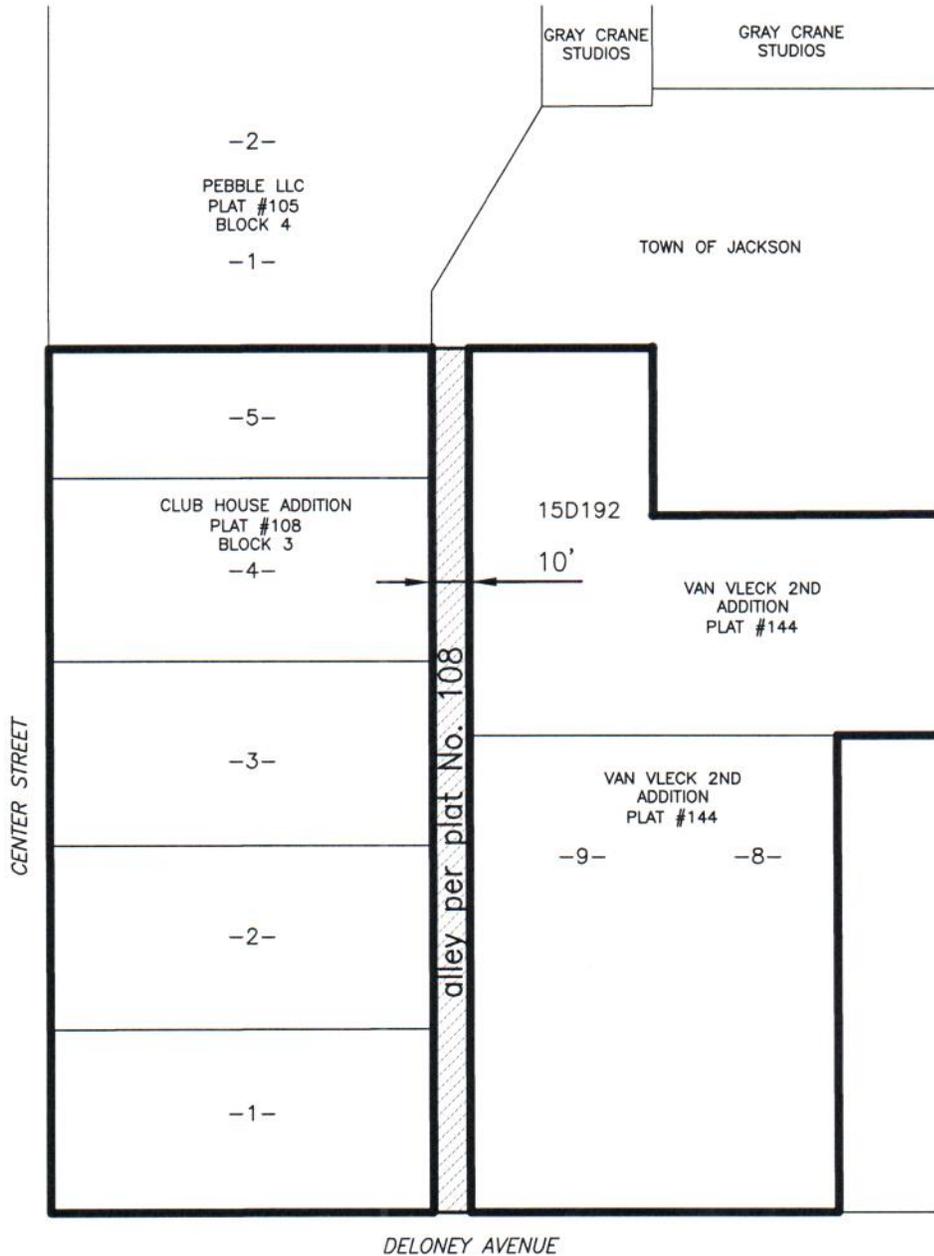
I hereby certify that the foregoing Ordinance No. \_\_ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

I further certify that the foregoing ordinance was duly recorded on Page \_\_ of Book \_\_\_\_\_ of the Ordinances of the Town of Jackson, Wyoming.

# 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:\Pro\2016\306-04 Center Street Project - FIP Submittal\Vacation of Alley\Exhibit A.dwg (Bx1D) - Jan 23 2018 10:05:49 am PLOTTED BY: bowers

DRAWING NO	TITLE	 P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE	10/30/2017	REV.
JOB NO	Alley Vacation		SURVEYED		11/08/17
16-306-04		DRAWN	SK	01/18/18	
		CHECKED			
		APPROVED			

Exhibit B

*Aerial View*



*Site Plan Prepared by Nelson Engineering (Rev 1/17/18)*

# EXHIBIT C

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 Statute 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

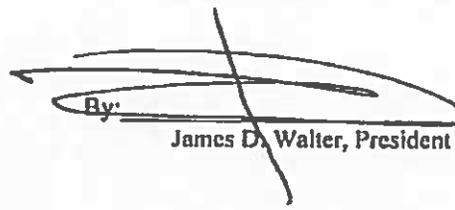
Crane, and the grant of alternative access and easement rights by CCCREA, shall be conditioned upon the acquisition of the Wells Fargo Property by CCCREA or its designated affiliate. All such transfers and grants shall be deemed to occur, and shall be effective, simultaneously, and each in consideration 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

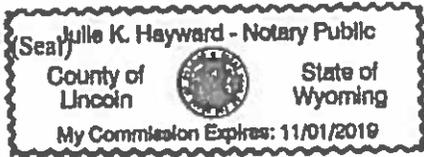
  
By: \_\_\_\_\_  
James D. Walter, President

STATE OF WYOMING )

COUNTY OF TETON )

) ss  
)

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 )

COUNTY OF TETON )

) ss  
)

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 ¼ SW ¼, 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;

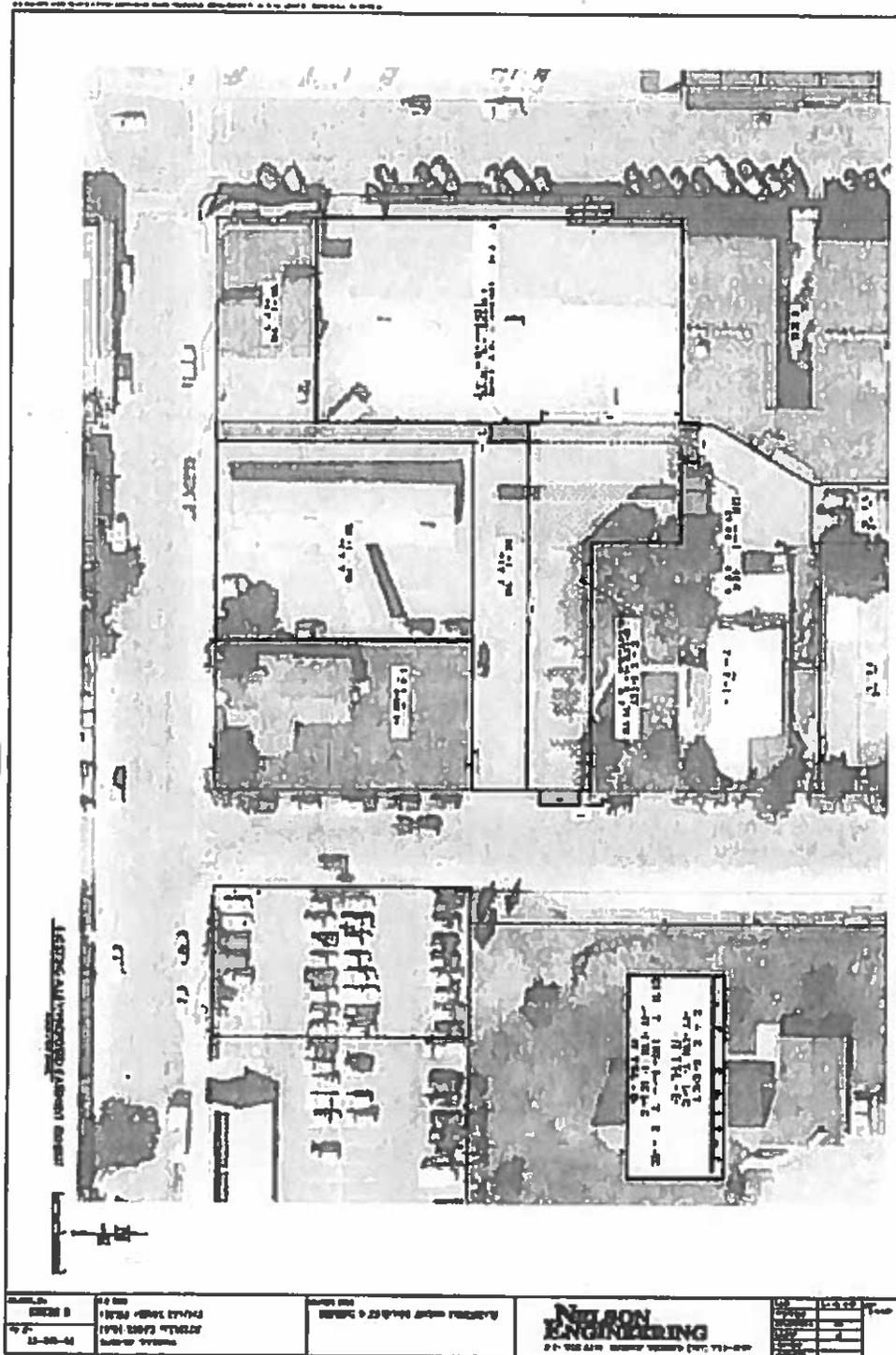
running thence West 50 feet; to the point of beginning.

**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 C**  
**(Neighboring Property Access)**









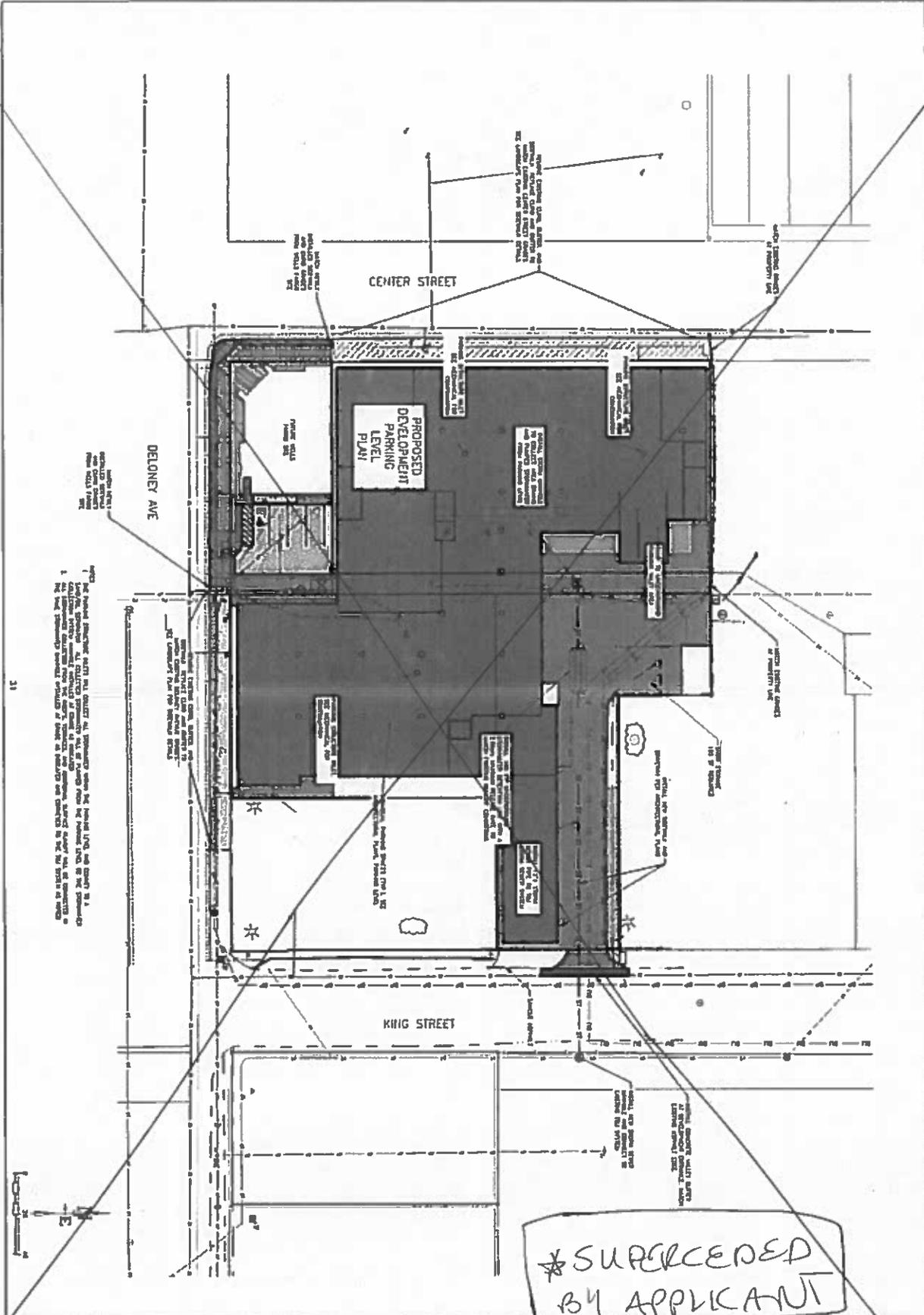






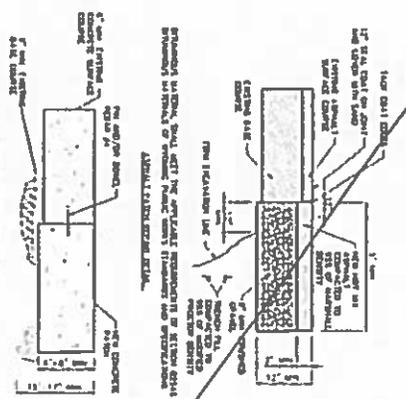






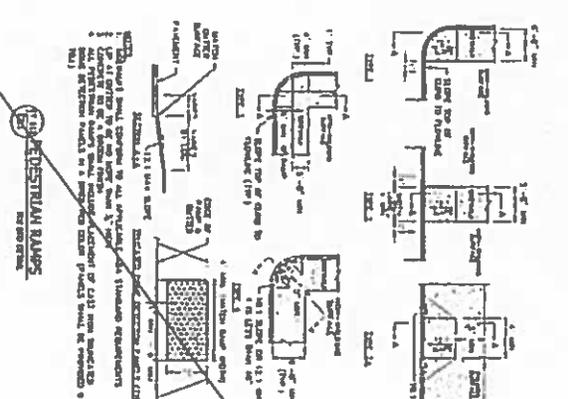
NOTES:  
 1. THE PROPOSED STRUCTURE SHALL BE CONSTRUCTED AS PERMITTED UNDER THE LOCAL L.U.C. AND SUBJECT TO A  
 2. THE STRUCTURE SHALL BE CONSTRUCTED AS PERMITTED UNDER THE LOCAL L.U.C. AND SUBJECT TO A  
 3. THE STRUCTURE SHALL BE CONSTRUCTED AS PERMITTED UNDER THE LOCAL L.U.C. AND SUBJECT TO A  
 4. THE STRUCTURE SHALL BE CONSTRUCTED AS PERMITTED UNDER THE LOCAL L.U.C. AND SUBJECT TO A  
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 9. THE STRUCTURE SHALL BE CONSTRUCTED AS PERMITTED UNDER THE LOCAL L.U.C. AND SUBJECT TO A  
 10. THE STRUCTURE SHALL BE CONSTRUCTED AS PERMITTED UNDER THE LOCAL L.U.C. AND SUBJECT TO A

SHEET NO <b>C3.6</b>	JOB TITLE <b>CENTER STREET PROJECT                  DEVELOPMENT SUBMITTAL</b>	DRAWING TITLE <b>SITE GRADING PLAN</b>	DATE <b>NOVEMBER 2011</b>	DRAWN BY <b>AS</b>
JOB NO <b>18-386-04</b>	CLIENT/OWNER <b>JACKSON, WYOMING</b>	ENGINEER <b>NELSON ENGINEERING</b>	CHECKED BY <b>AS</b>	APPROVED BY <b>AS</b>
P O BOX 1504, JACKSON WYOMING (307) 733-3887			SCALE <b>AS SHOWN</b>	DATE <b>NOVEMBER 2011</b>



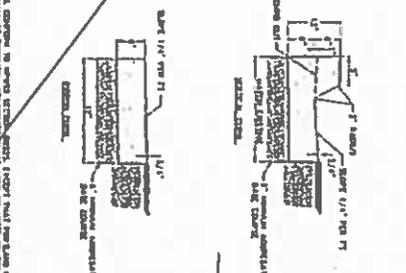
**1112 PATCH REPAIR SECTION**  
SECTIONAL

- NOTES:**
1. PATCH REPAIR SHALL BE MADE TO ALL CRACKS AND SPALLS IN CONCRETE SLAB.
  2. PATCH REPAIR SHALL BE MADE TO ALL CRACKS AND SPALLS IN CONCRETE SLAB.
  3. PATCH REPAIR SHALL BE MADE TO ALL CRACKS AND SPALLS IN CONCRETE SLAB.
  4. PATCH REPAIR SHALL BE MADE TO ALL CRACKS AND SPALLS IN CONCRETE SLAB.



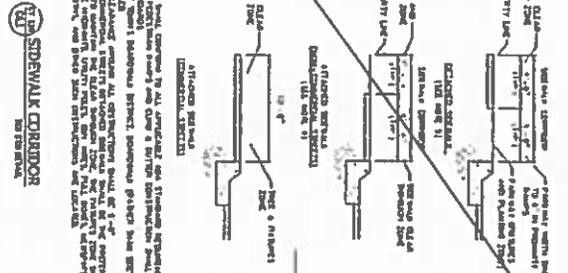
**1113 VESTIBULE RAINWAY**  
SECTIONAL

- NOTES:**
1. VESTIBULE RAINWAY SHALL BE MADE TO ALL CRACKS AND SPALLS IN CONCRETE SLAB.
  2. VESTIBULE RAINWAY SHALL BE MADE TO ALL CRACKS AND SPALLS IN CONCRETE SLAB.
  3. VESTIBULE RAINWAY SHALL BE MADE TO ALL CRACKS AND SPALLS IN CONCRETE SLAB.
  4. VESTIBULE RAINWAY SHALL BE MADE TO ALL CRACKS AND SPALLS IN CONCRETE SLAB.



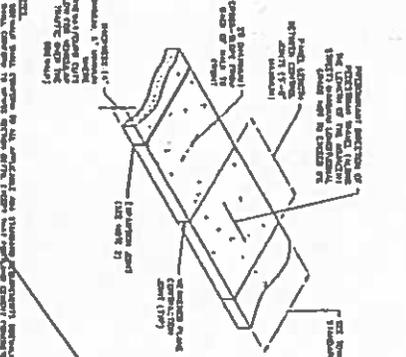
**1114 GIRTH SECTION DETAIL**  
SECTIONAL

- NOTES:**
1. GIRTH SECTION SHALL BE MADE TO ALL CRACKS AND SPALLS IN CONCRETE SLAB.
  2. GIRTH SECTION SHALL BE MADE TO ALL CRACKS AND SPALLS IN CONCRETE SLAB.
  3. GIRTH SECTION SHALL BE MADE TO ALL CRACKS AND SPALLS IN CONCRETE SLAB.
  4. GIRTH SECTION SHALL BE MADE TO ALL CRACKS AND SPALLS IN CONCRETE SLAB.



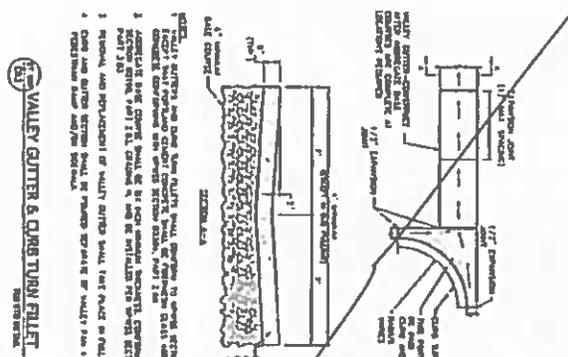
**1115 SIDEWALK CORRIDOR**  
SECTIONAL

- NOTES:**
1. SIDEWALK CORRIDOR SHALL BE MADE TO ALL CRACKS AND SPALLS IN CONCRETE SLAB.
  2. SIDEWALK CORRIDOR SHALL BE MADE TO ALL CRACKS AND SPALLS IN CONCRETE SLAB.
  3. SIDEWALK CORRIDOR SHALL BE MADE TO ALL CRACKS AND SPALLS IN CONCRETE SLAB.
  4. SIDEWALK CORRIDOR SHALL BE MADE TO ALL CRACKS AND SPALLS IN CONCRETE SLAB.



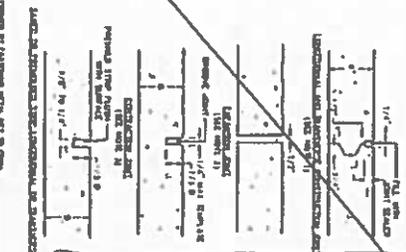
**1116 CONCRETE SIDEWALK**  
SECTIONAL

- NOTES:**
1. CONCRETE SIDEWALK SHALL BE MADE TO ALL CRACKS AND SPALLS IN CONCRETE SLAB.
  2. CONCRETE SIDEWALK SHALL BE MADE TO ALL CRACKS AND SPALLS IN CONCRETE SLAB.
  3. CONCRETE SIDEWALK SHALL BE MADE TO ALL CRACKS AND SPALLS IN CONCRETE SLAB.
  4. CONCRETE SIDEWALK SHALL BE MADE TO ALL CRACKS AND SPALLS IN CONCRETE SLAB.



**1117 VALLEY GUTTER & GIRTH TURN FILET**  
SECTIONAL

- NOTES:**
1. VALLEY GUTTER & GIRTH TURN FILET SHALL BE MADE TO ALL CRACKS AND SPALLS IN CONCRETE SLAB.
  2. VALLEY GUTTER & GIRTH TURN FILET SHALL BE MADE TO ALL CRACKS AND SPALLS IN CONCRETE SLAB.
  3. VALLEY GUTTER & GIRTH TURN FILET SHALL BE MADE TO ALL CRACKS AND SPALLS IN CONCRETE SLAB.
  4. VALLEY GUTTER & GIRTH TURN FILET SHALL BE MADE TO ALL CRACKS AND SPALLS IN CONCRETE SLAB.



**1118 PAVING & CONCRETE JOINT DETAILS**  
SECTIONAL

- NOTES:**
1. PAVING & CONCRETE JOINT DETAILS SHALL BE MADE TO ALL CRACKS AND SPALLS IN CONCRETE SLAB.
  2. PAVING & CONCRETE JOINT DETAILS SHALL BE MADE TO ALL CRACKS AND SPALLS IN CONCRETE SLAB.
  3. PAVING & CONCRETE JOINT DETAILS SHALL BE MADE TO ALL CRACKS AND SPALLS IN CONCRETE SLAB.
  4. PAVING & CONCRETE JOINT DETAILS SHALL BE MADE TO ALL CRACKS AND SPALLS IN CONCRETE SLAB.

**SUPERCEDED BY APPLICANT**







Exhibit D

PLANNING & BUILDING DEPARTMENT

March 7, 2018

Chrystal Creek Capital LLC  
Jim Walter  
PO Box 844  
Jackson, WY 83001

RE: Petition to Vacate (RE: alley between Center Street and King Street)  
Item P17-230  
112 Center Street Hotel Project

Dear Mr. Walter,

This letter is to confirm that on January 16, 2018, based upon the analysis as presented in the staff report and as made by the applicant for Item P17-230, the Town Council *approved* your Petition to Vacate related to the 10'-wide by 235'-long public alley located between Center Street and King Street. This approval is subject to the department reviews attached hereto and the following conditions of approval:

1. 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.
2. 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.
3. Article 10:  
Gray Crane Studios LLC does not benefit from the "Town Access Grant" between the Town and Pebble LLC.
4. 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.
5. Article 14:  
Pertaining to the Wyoming Gas Company references the "telephone line" and not the "gas line"

6. 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.

7. 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 as the level of service is consistent with the existing level of service.

8. 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.

9. 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.

10. 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.

11. The access shall be clearly signed indicating that the access is public.

12. 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."

If you have any questions or need additional information, please contact me at 307-733-0440, ext. 1303.

Sincerely,

  
Paul Anthony  
Principal Planner  
Panthony@jacksonwy.gov

## ORDINANCE NO. A

AN ORDINANCE VACATING THAT 2,350 SQUARE FOOT ALLEY RUNNING NORTH AND SOUTH OFF OF DELONEY AVENUE BETWEEN CENTER STREET AND KING STREET IN THE TOWN OF JACKSON; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the alley at issue owned by the Town of Jackson in fee-simple and is identified as a 2,350 square foot alley (10' in width and 235' in length) situated adjacent to and between Lots 1-5 of Block 3 of the Club House Addition and Lots 8, 9 of 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 ("Alley") and as more specifically described in **Exhibits A and B** hereto; and,

WHEREAS, Crystal Creek Capital Real Estate Advisors, LLC ("CCCREA") has entered into a Purchase and Sale Agreement with Wells Fargo for the property addressed as 112 Center Street and 165 East Deloney Avenue currently owned in fee title by Wells Fargo Bank, N.A., a national banking association ("Wells Fargo"); and,

WHEREAS, CCCREA petitioned the Town on November 22, 2017 for vacation of said Alley between said lots and blocks, and located off of Deloney Avenue between Center Street and King Streets ("Petition to Vacate") because said Petition to Vacate is directly related to CCCREA's proposed hotel redevelopment project at 112 Center Street and 165 East Deloney currently under review by the Town; and,

WHEREAS, Wells Fargo has executed CCCREA's petition to vacate the alley and has agreed to provide Quitclaim Deeds to quitclaim any right, title and interest in and to the alley to CCCREA; and,

WHEREAS, said Alley as presently constituted has not been utilized by the Town of Jackson as a through-way for the reason that it no longer extends north beyond the north edge of the Wells Fargo property and therefore no through travel is possible, but alternative access rights have been established pursuant to (a) an Access and Underground Utility Easement filed on November 26, 2008, as Document 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"); and,

WHEREAS, a majority of the owners owning a majority of the property abutting the Alley proposed to be vacated have consented to the vacation of the Alley as long as each property is provided with alternative convenient vehicular access rights by CCCREA; and,

WHEREAS, in conjunction with CCCREA's proposed hotel redevelopment and Petition to Vacate said Alley, CCCREA has agreed to provide alternative public access from King Street to the public and to the properties abutting the alley; and

WHEREAS, the grant of alternative public access and easement rights by CCCREA is conditioned upon the acquisition of the Wells Fargo Property by CCCREA or its designated affiliate;

WHEREAS, on January 16, 20162018, a public hearing was held on the said Petition to Vacate; and

WHEREAS, that in exchange for and in consideration for such vacation and/or "value" to the Town as authorized under Wyoming Statute § 15-4-242, CCCREA represented, warranted and has agreed to: construct and provide a minimum of a 6855 square foot alternative and improved public vehicular and pedestrian access from King Street, which includes access to the abutting property owners; relieve the Town of all future costs related to the maintenance of the Alley and any on-site utility infrastructure; relocate the buried gastelephone lines owned by the Wyoming Gas Company located in a portion of the Alley; provide public vehicular and pedestrian access to public facilities; public access and Town access to use the alternative and improved public vehicular and pedestrian access from King Street for loading and/or deliveries, fire, utility and/or other purposes; and to fulfill any and all additional representations, warranties and promises set forth in the Petition to Vacate set forth in **Exhibit C** hereto (with original Exhibits that have since been updated by Applicant per Town requests) and the Final Development Plan for the Center Street Project at 112 Center Street and 165 East Deloney, and any requirements and/or conditions thereto, including but not limited to a Development Agreement between the Town and CCCREA;

WHEREAS, on January 16, 20172018 the Town Council of the Town of Jackson approved the Petition to Vacate subject to the 12 conditions of approval as set forth in the attached **Exhibit D**;

WHEREAS, CCCREA agrees to a reversion of said Alley back to the Town if: a) the promised development and improvements are not constructed or erected pursuant to the 12 conditions of approval of the Petition to Vacate set forth by the Town Council on January 16, 20172018; and b) the Final Development Plan for the CCCREA Center Street Project, requirements and conditions of thereto, including but not limited to a Development Agreement between the Town and CCCREA; and,

WHEREAS, it is deemed by the Mayor and Town Council of the Town of Jackson that the public interest and benefit is best served by utilization of the Alley for purposes other than an alley and instead for the purposes agreed to between the parties.

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

## **SECTION I.**

The Town incorporates by reference the above recitals and Exhibits A through D attached hereto as if set forth fully herein.

## **SECTION II.**

By virtue of the power granted by W.S. § 15-4-305, that the 2,350 square foot alley (10' in width and 235' in length) situated adjacent to and between Lots 1-5 of Block 3 of the Club House Addition and Lots 8, 9 of Block 1 of the Van Vleck Second Subdivision to the Town of Jackson, all in Teton County Wyoming ("Alley") and as more particularly described in the legal description attached hereto as Exhibit A, and the map attached hereto as Exhibit B, should be and the same is hereby vacated.

## **SECTION III.**

In consideration for such vacation and/or "value" as authorized by W.S. § 15-4-242 for the Alley hereby vacated, CCCREA agrees to: construct and provide a **minimum of a** 6855 square foot alternative and improved public vehicular and pedestrian access from King Street, which includes access to the abutting property owners; relieve the Town of all future costs related to the maintenance of the Alley and any on-site utility infrastructure; relocate the buried **gas**telephone lines owned by the Wyoming Gas Company located in a portion of the Alley; provide public access to public facilities; provide public access and Town access to use the alternative and improved public vehicular and pedestrian access from King Street for loading and/or deliveries, fire, utility and/or other purposes; fulfill any and all representations and promises set forth in the Petition to Vacate presented to the Town of Jackson on January 16, **20172018** and the 12 conditions of approval, the Final Development Plan for the CCCREA Center Street Project, requirements and conditions of thereto, including but not limited to a Development Agreement between the Town and CCCREA.

## **SECTION IV.**

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

## **SECTION V.**

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional, the invalidity shall not affect other provisions or applications of this Ordinance which can be given affect without the invalid provision or application, and to this and the provisions of this act are severable. In the event that this Ordinance shall be found in contravention of any of the laws of the State of Wyoming as pertains to cities and towns said Ordinance shall no longer be binding on the Town of Jackson.

## **SECTION VI.**

This Ordinance shall become effective from and after the date of its passage, approval and publication.

PASSED 1<sup>ST</sup> READING THE \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

PASSED 2<sup>ND</sup> READING THE \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

PASSED, APPROVED AND ADOPTED THE \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

TOWN OF JACKSON

BY: \_\_\_\_\_  
Pete Muldoon, Mayor

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

**ATTESTATION OF TOWN CLERK**

STATE OF WYOMING                    )  
  ) ss.  
COUNTY OF TETON                    )

I hereby certify that the foregoing Ordinance No. \_\_ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

I further certify that the foregoing ordinance was duly recorded on Page \_\_ of Book \_\_\_\_\_ of the Ordinances of the Town of Jackson, Wyoming.



# TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

**PREPARATION DATE:** MARCH 8, 2018  
**MEETING DATE:** MARCH 13, 2018

**SUBMITTING DEPARTMENT:** LEGAL  
**DEPARTMENT DIRECTOR:** AUDREY COHEN-DAVIS,  
TOWN ATTORNEY  
**PRESENTER:** AUDREY COHEN-DAVIS, TOWN ATTORNEY

**SUBJECT: ORDINANCE TO VACATE THAT 2,350 SQUARE FOOT ALLEY RUNNING NORTH AND SOUTH OFF OF DELONEY AVENUE BETWEEN CENTER STREET AND KING STREET IN THE TOWN OF JACKSON; AND PROVIDING FOR AN EFFECTIVE DATE.**

## STATEMENT/PURPOSE

For Town Council to consider second reading of an ordinance 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 as 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.

## BACKGROUND/ALTERNATIVES

At the March 5, 2018 Town Council meeting, the attached Ordinance passed on first reading. There are a few non-material changes to dates and references to Exhibits that have placed in the attached tracked changes version. Additionally, in two places where it references that the Petitioner agrees to provide a 6855 square foot alternative vehicular and pedestrian access, the word “minimum” has been added in the event the alternative access is ultimately larger; not smaller.

### Background:

Crystal Creek Capital Real Estate Advisors, LLC, (“CCCREA”) has entered into a Purchase and Sale Agreement with Wells Fargo for the property addressed as 112 Center Street and 165 East Deloney Street. CCCREA petitioned the Town for the vacation of an alley owned by the Town located off of Deloney Avenue between Center Street and King Street because said Petition to Vacate is directly related to CCCREA’s proposed hotel redevelopment project at 112 Center Street and 165 East Deloney currently under review by the Town. The applicant has agreed to these nonmaterial changes.

The alley to be vacated consists of approximately 2,350 square feet (10’ in width x 235’ in length) which as presently constituted has not been utilized by the Town of Jackson as a through-way for the reason that it no longer extends north beyond the north edge of the Wells Fargo property and therefore no through travel is possible. In consideration for the vacation of the alley, Petitioner has agreed to provide a minimum of a 6855 square foot alternative vehicular and pedestrian access easement off of King Street to the public and abutting property owners.

On January 16, 2018 the Town Council approved the Petition to Vacate subject to 12 conditions of approval. Paragraph 16 of the Petition proposed that 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. Rocky Mountain appraisals provided an 87 page appraisal of the 2,350 SF Existing Alley

owned by the town in fee simple and an appraisal of the 6,855 SF proposed alternative access easement. The summary of value was calculated by a certified appraiser as follows:

2,350 SF – Existing Alley – Fee Simple	\$330,000.00
6,855 SF – Proposed Alternative Access Easement	\$420,000.00

One of conditions set by the Town Council was that the Town had the right to obtain a second appraisal if it was not satisfied with the Rocky Mountain Appraisal. Staff has reviewed the appraisal and does not believe that a second appraisal is warranted or necessary.

The Final Development Plan for the CCCREA Center Street Project is currently before the Town Council earlier this evening. The attached Ordinance, therefore, states that the vacation is also subject to the construction of a minimum of a 6855 square foot alternative and improved public vehicular and pedestrian access from King Street as set forth in the Final Development Plan for the Center Street Project at 112 Center Street and 165 East Deloney, and any requirements or conditions thereto, including but not limited to a Development Agreement between the Town and CCCREA.

Finally, the attached Ordinance A also includes a reverter clause such that CCCREA agrees to a reversion of said Alley back to the Town if: a) development and improvements are not constructed or erected pursuant to the 12 conditions of approval set forth by the Town Council's in its approval of the Petition to Vacate; and b) the Final Development Plan for the CCCREA Center Street Project, requirements and conditions of thereto, including but not limited to a Development Agreement between the Town and CCCREA.

#### 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.

#### ATTACHMENT

Ordinance A – An Ordinance to Vacate that 2,350 square foot alley running north and south off of Deloney Avenue between Center Street and King Street in the Town of Jackson

#### FISCAL IMPACT

The public and the Town, according to the appraisal prepared by Rocky Mountain Appraisals, will be receiving a \$90,000 benefit by vacating this 2,350 SF alley in exchange for the minimum of a 6855 SF improved alternative vehicular and pedestrian access easement. The Town will also benefit financially, by being relieved of all future costs related to the maintenance of the alley and the utility infrastructure therein.

The fiscal impact of passage of this ordinance after third reading varies between \$250.00 and \$700.00 depending on the length of the ordinance. (Shorter ordinances average around \$350.00 and short franchise ordinances can reach \$700.00.) Ordinances appear in the paper after third reading but sent to the paper prior to Council action on third reading. They appear in the paper the Wednesday following Council's action on third reading (two (2) days later). Should the Council make changes to the ordinance on third reading, the ordinance would need to be re-advertised in its final form.

### STAFF IMPACT

The Town Attorney has prepared this ordinance to vacate the alley, and will prepare the necessary quitclaim deed in the event this Ordinance is adopted on third reading.

The staff impact of passage of this ordinance after third reading is notable in the Town Clerk's office and involves preparing the ordinance for advertising and sending to the newspaper, update of the Jackson Municipal Code online and in hard copy for those receiving hard copy versions of the code. The ordinance is also printed and signed and placed in the permanent record storage book in the vault and indexed and posted on the website. The ordinance is also prepared and sent to the newspaper for advertising.

### LEGAL REVIEW

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 with the appraisal by Rocky Mountain Appraisals, which illustrates that the Town will receive a net gain in value of \$90,000 in consideration for this vacation. Also, in exchange for the vacation of the subject alley, the Town will 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.

Pursuant to Wyoming State Statute, the Ordinance must proceed through 3 readings, and if approved, a quitclaim deed will be prepared by the Town Attorney for the Town.

### RECOMMENDATION

Based upon the Town Council's approval of the vacation with 12 conditions of approval, Staff recommends that the Town Council approve of the attached Ordinance on second reading.

### 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 of Ordinance A to vacate the said alley at second reading.

Synopsis for PowerPoint (120 words max):

Purpose:

For Town Council to consider second reading of an ordinance 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 as 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.

Background

At the March 5, 2018 Town Council meeting, the attached Ordinance passed on first reading. There are a few non-material changes to dates and references to Exhibits that have placed in the attached tracked changes version. Additionally, in two places where it references that the Petitioner agrees to provide a 6855 square foot alternative vehicular and pedestrian access, the word “minimum” has been added in the event the alternative access is ultimately larger; not smaller.

Fiscal Impact:

The public and the Town, according to the appraisal prepared by Rocky Mountain Appraisals, will be receiving a \$90,000 benefit by vacating this 2,350 SF alley in exchange for the minimum of a 6855 SF improved alternative vehicular and pedestrian access easement. The Town will also benefit financially, by being relieved of all future costs related to the maintenance of the alley and the utility infrastructure therein.

The fiscal impact of passage of this ordinance after third reading varies between \$250.00 and \$700.00 depending on the length of the ordinance. (Shorter ordinances average around \$350.00 and short franchise ordinances can reach \$700.00.) Ordinances appear in the paper after third reading but sent to the paper prior to Council action on third reading. They appear in the paper the Wednesday following Council’s action on third reading (two (2) days later). Should the Council make changes to the ordinance on third reading, the ordinance would need to be re-advertised in its final form.

## ORDINANCE B

**AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 164, 256, 350, 652, 1051 AND SECTION 2.40.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING TOWN PLANNING COMMISSION MEMBERSHIP; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

### **SECTION 1.**

Section 1 of Town of Jackson Ordinance Nos. 164, 256, 350, 652, 1051 and Section 2.40.010 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to read as follows:

#### **2.40.010 Created--Membership--Qualifications--Terms.**

There is created a Town Planning Commission for the Town of Jackson, which commission shall consist of seven (7) members, including a chairman, all to be appointed by the Mayor by and with the advice and consent of the Town Council. Members of the Town Planning Commission shall have been bona fide residents of the Town for at least two (2) years immediately prior to their becoming members of the commission and no person holding any other public office or position in the government of the Town shall be eligible for membership on such commission. The members of the initial commission shall take office as of the date of their appointment and qualification. Initial appointments shall be two (2) appointments for one (1) year, two (2) appointments for two (2) years, and three (3) appointments for three (3) years, and thereafter members shall be appointed for a term of three (3) years in the manner hereinabove provided at the expiration of the term of each member. All members shall serve without compensation. The Town Planning Commission shall appoint a secretary who, unless he is a member of the Planning Commission, shall not be entitled to vote on matters before the Planning Commission.

(Ord. \_\_\_\_\_ §1, 2018; Ord. 1051 §1, 2014; Ord. 652 § 1, 2000; Ord. 350 § 1, 1986; Ord. 256 § 1, 1979; Ord. 164 § 1, 1973.)

**SECTION II.**

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION III.**

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

**SECTION IV.**

This ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

PASSED 2ND READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

PASSED AND APPROVED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

TOWN OF JACKSON

BY: \_\_\_\_\_

Pete Muldoon, Mayor

ATTEST:

BY: \_\_\_\_\_

Sandy Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING )  
COUNTY OF TETON )ss  
TOWN OF JACKSON )

I hereby certify that the foregoing Ordinance No. \_\_\_\_\_ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

I further certify that the foregoing Ordinance was duly recorded on page \_\_\_\_\_ of Book \_\_ of Ordinances of the Town of Jackson, Wyoming.

---

Sandy Birdyshaw, Town Clerk

## ORDINANCE C

AN ORDINANCE AMENDING AND REENACTING TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND SECTIONS 8.10.5.C.2, 8.10.5.E AND 8.10.6.D REGARDING PLANNING AND ZONING COMMISSION /BOARD OF ADJUSTMENT MEMBERSHIP AND QUORUM; AND PROVIDING FOR AN EFFECTIVE DATE.

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

### SECTION I.

Section 1 of Town of Jackson Ordinance No. 1074 (part) and Subsection 8.10.5.C.2 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

#### **Sec. 8.10.5 Planning and Zoning Commission.**

##### **C. Membership.**

**2. Appointment.** The Planning and Zoning Commission shall be composed of 7 members, to be appointed by the Mayor with the consent of the Town Council.

### SECTION II.

Section 1 of Town of Jackson Ordinance No. 1074 (part) and Subsection 8.10.5.E of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

#### **Sec. 8.10.5 Planning and Zoning Commission.**

**E. Quorum and voting.** The presence of 4 or more members of the Planning and Zoning Commission shall constitute a quorum of the Planning and Zoning Commission necessary to take action and transact business. All actions shall require a simple majority vote of the members of the quorum present.

### SECTION III.

Section 1 of Town of Jackson Ordinance No. 1074 (part) and Subsection 8.10.6.D of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

#### **Sec. 8.10.6 Board of Adjustment.**

**D. Quorum and voting.** The presence of 4 or more members of the Board of Adjustment shall constitute a quorum of the Board of Adjustment necessary to take action and transact business. All actions shall require an affirmative vote by 3 members of the Board of Adjustment.





# TOWN OF JACKSON

## TOWN COUNCIL

### AGENDA DOCUMENTATION

**PREPARATION DATE:** March 8, 2018  
**MEETING DATE:** March 13, 2018

**SUBMITTING DEPARTMENT:** Legal  
**DEPARTMENT DIRECTOR:** Audrey Cohen-Davis  
**PRESENTER:** Paul Anthony

**SUBJECT:** Ordinance to increase the number of required members of the Planning Commission/Board of Adjustment from five (5) members to seven (7) members.

#### STATEMENT/PURPOSE

This item is before Council for the first reading of an Ordinance to increase the number of required members of the Planning Commission/Board of Adjustment from five (5) members to seven (7) members and the number for a quorum.

#### BACKGROUND/ALTERNATIVES

On March 5, 2018, Town Council directed staff to prepare Ordinances to amend the Jackson Municipal Code and Town of Jackson Land Development Regulations (LDRs) to increase the number of required members of the Planning Commission/Board of Adjustment back to seven (7) members from five (5) members.

#### ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

Town Council shall determine whether the proposed Ordinances are consistent with Council's strategic intent.

#### ATTACHMENTS

1. Ordinance B Amending and Re-enacting Section 1 of Town of Jackson Ordinance Nos. 164, 256, 350, 652, 1051 and Section 2.40.010 of the Municipal Code of the Town of Jackson
2. Ordinance C Amending and Re-enacting Town of Jackson Ordinance No. 1074 (part) and Sections 8.10.5.C.2, 8.10.5.E and 8.10.6.D regarding Planning and Zoning Commission/ Board of Adjustment Membership and Quorum

#### FISCAL IMPACT

Increasing the size of the Planning and Zoning Commission/Board of Adjustment from five (5) members to seven (7) members will result in a small fiscal impact to the Town through the increased costs (e.g., copies, deliveries, etc.) needed to administer a Planning and Zoning Commission/Board of Adjustment with two additional members than is currently the case.

The fiscal impact of passage of these ordinances after third reading varies between \$250.00 and \$700.00 depending on the length of the ordinance. (Shorter ordinances average around \$350.00 and short franchise ordinances can reach \$700.00.) Ordinances appear in the paper after third reading but sent to the paper prior to Council action on third reading. They appear in the paper the Wednesday following Council's action on third reading (two (2) days later). Should the Council make changes to the ordinance on third reading, the ordinance would need to be re-advertised in its final form.

### STAFF IMPACT

Increasing the size of the Planning and Zoning Commission/Board of Adjustment from five (5) members to seven (7) members will increase the amount of staff time and resources needed to administer a Planning and Zoning Commission/Board of Adjustment with two additional members than is currently the case.

The staff impact of passage of this ordinance after third reading is notable in the Town Clerk's office and involves preparing the ordinance for advertising and sending to the newspaper, update of the Jackson Municipal Code online and in hard copy for those receiving hard copy versions of the code. The ordinance is also printed and signed and placed in the permanent record storage book in the vault and indexed and posted on the website. The ordinance is also prepared and sent to the newspaper for advertising.

### LEGAL REVIEW

Complete.

### RECOMMENDATION

Based upon the directive of the Town Council, the Town Attorney recommends **approval** of Ordinances B and C attached hereto.

### SUGGESTED MOTION

1. I move to **approve** Ordinance B Amending and Re-enacting Section 1 of Town of Jackson Ordinance Nos. 164, 256, 350, 652, 1051 and Section 2.40.010 of the Municipal Code of the Town of Jackson.
  2. I move to **approve** Ordinance C Amending and Re-enacting Town of Jackson Ordinance No. 1074 (part) and Sections 8.10.5.C.2, 8.10.5.E and 8.10.6.D regarding Planning and Zoning Commission/ Board of Adjustment Membership and Quorum.
-

## ORDINANCE B

**AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 164, 256, 350, 652, 1051 AND SECTION 2.40.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING TOWN PLANNING COMMISSION MEMBERSHIP; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

### **SECTION 1.**

Section 1 of Town of Jackson Ordinance Nos. 164, 256, 350, 652, 1051 and Section 2.40.010 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to read as follows:

#### **2.40.010 Created--Membership--Qualifications--Terms.**

There is created a Town Planning Commission for the Town of Jackson, which commission shall consist of seven (7) members, including a chairman, all to be appointed by the Mayor by and with the advice and consent of the Town Council. Members of the Town Planning Commission shall have been bona fide residents of the Town for at least two (2) years immediately prior to their becoming members of the commission and no person holding any other public office or position in the government of the Town shall be eligible for membership on such commission. The members of the initial commission shall take office as of the date of their appointment and qualification. Initial appointments shall be two (2) appointments for one (1) year, two (2) appointments for two (2) years, and three (3) appointments for three (3) years, and thereafter members shall be appointed for a term of three (3) years in the manner hereinabove provided at the expiration of the term of each member. All members shall serve without compensation. The Town Planning Commission shall appoint a secretary who, unless he is a member of the Planning Commission, shall not be entitled to vote on matters before the Planning Commission.

(Ord. \_\_\_\_\_ §1, 2018; Ord. 1051 §1, 2014; Ord. 652 § 1, 2000; Ord. 350 § 1, 1986; Ord. 256 § 1, 1979; Ord. 164 § 1, 1973.)

**SECTION II.**

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION III.**

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

**SECTION IV.**

This ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

PASSED 2ND READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

PASSED AND APPROVED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

TOWN OF JACKSON

BY: \_\_\_\_\_

Pete Muldoon, Mayor

ATTEST:

BY: \_\_\_\_\_

Sandy Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING )  
COUNTY OF TETON )ss  
TOWN OF JACKSON )

I hereby certify that the foregoing Ordinance No. \_\_\_\_\_ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

I further certify that the foregoing Ordinance was duly recorded on page \_\_\_\_\_ of Book \_\_ of Ordinances of the Town of Jackson, Wyoming.

---

Sandy Birdyshaw, Town Clerk

## ORDINANCE C

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**D. Quorum and voting.** The presence of 4 or more members of the Board of Adjustment shall constitute a quorum of the Board of Adjustment necessary to take action and transact business. All actions shall require an affirmative vote by 3 members of the Board of Adjustment.





# TOWN OF JACKSON

## TOWN COUNCIL

### AGENDA DOCUMENTATION

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Complete.

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-

## MEMORANDUM

TO: Mayor and Town Council  
FR: Bob McLaurin, Town Manager  
DT: March 19, 2018  
RE: Town Manager's Report

### 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 \$923,138 to date which is 94.6% of total projected collections. March 2018 revenue represents collections from January 2018. These amounts are tracked through the Special Revenue Fund for the Lodging Tax.

Sales tax collections year to date are 9.3% over last year. Collections are currently tracking at \$648,163 more than budgeted. However we still have April 2018 through June 2018 collections to account for before realizing any unanticipated revenue. March 2018 revenue represents collections from January 2018. As you can see, collections from March 2018 were up 12.6% over the same time last year.

### Art Display on the Center for the Arts Lawn

JH Public Art in a partnership with the Center for the Arts' Creative Residence Program will be installing a public art display on the Center for the Arts lawn. This item is brought forward as an informational item as the use is already allowed in the lease agreement. Art installations have been erected in the Center Lawn in the past. The Center for the Arts and JH Public Art sent a letter to neighbors regarding this project and had a meeting to answer questions on February, 16, 2018.

The 2018 Pavilion Project, produced by JH Public Art in partnership with Center for the Arts' Creative in Residence program, is both a sculpture and a public venue. Situated in the Center Park, the Pavilion will offer space for free and accessible performing and visual arts, exhibits, classes, and spontaneous gatherings (all informal, non-ticketed). The Enclosure is free for all nonprofits to use. It is a temporary installation up from May 2018 - Fall of 2019. All use of the Enclosure is to follow Center for the Arts Park regulations, scheduling and use are coordinated through the Center for the Arts.

Carney Logan Burke's concept, titled Town Enclosure, was selected from a pool of ten submissions that included local architects, landscape architects, builders, and artists. Created from a circular composition of timber panels, the Pavilion and the space it creates are both transparent and opaque depending on the viewer's particular position and perspective.

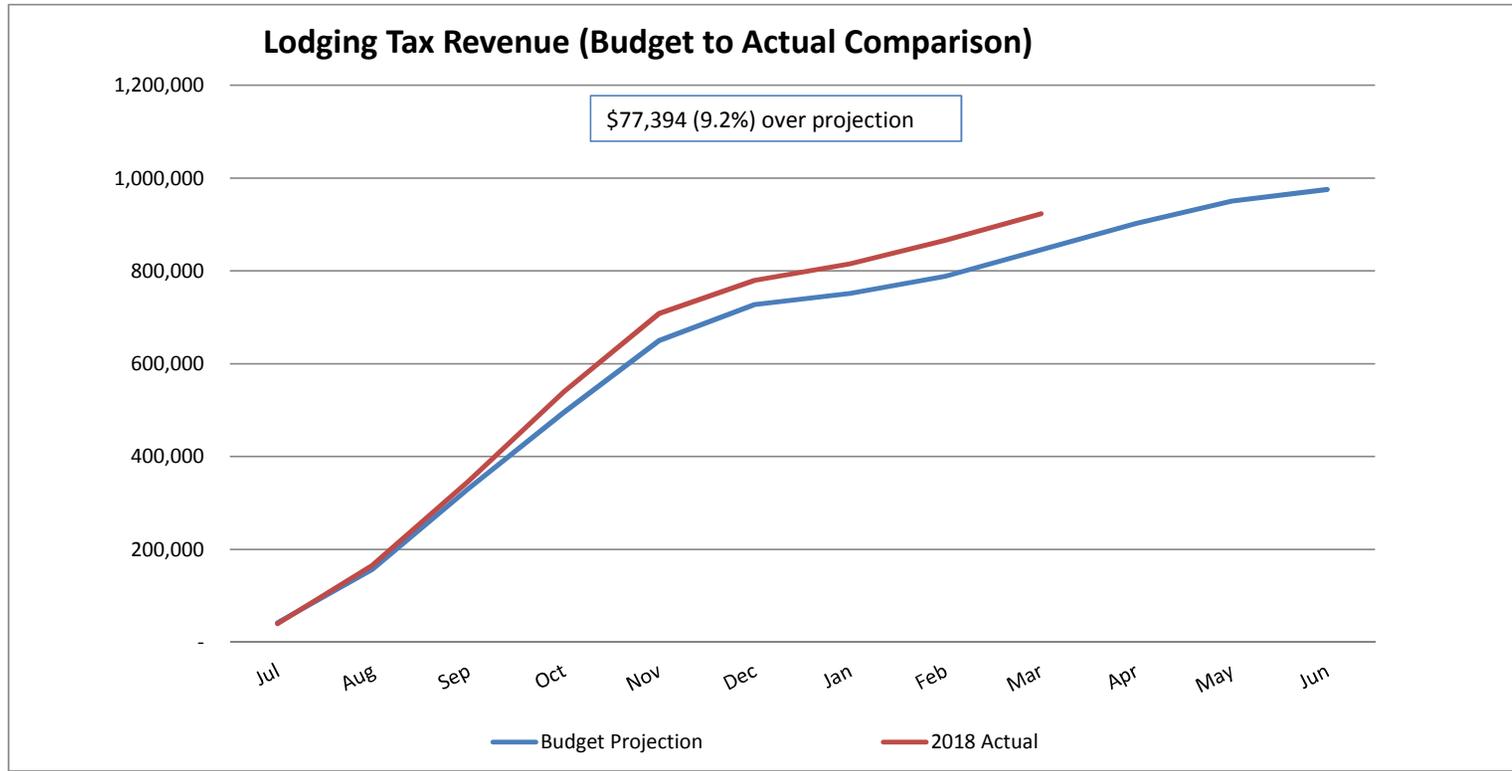
**TOWN OF JACKSON, WYOMING  
LODGING TAX REPORT  
March-18**

Month Received (2 mos. lag)	Lodging Tax - Total				Town				County			
	Total	Promotion	Visitor	General	Visitor Impact	General	Total	T/C Split Percent	Visitor Impact	General	Total	T/C Split Percent
		T&T Board	Impact	Fund		Fund				Fund		
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	387,166	232,299	116,150	38,717	37,993	12,664	50,657	32.7%	78,157	26,052	104,210	67.3%
March	482,771	289,662	144,831	48,277	42,667	14,222	56,890	29.5%	102,164	34,055	136,219	70.5%
April	-	-	-	-	-	-	-	---	-	-	-	---
May	-	-	-	-	-	-	-	---	-	-	-	---
June	-	-	-	-	-	-	-	---	-	-	-	---
<b>Totals</b>	<b>\$ 6,232,983</b>	<b>\$ 3,739,790</b>	<b>\$ 1,869,895</b>	<b>\$ 623,298</b>	<b>\$ 692,353</b>	<b>\$ 230,785</b>	<b>\$ 923,138</b>	<b>37.0%</b>	<b>\$ 1,177,542</b>	<b>\$ 392,514</b>	<b>\$ 1,570,055</b>	<b>63.0%</b>

	Visitor Impact	General Fund	Total
TOJ Budget	\$ 731,603	\$ 243,868	\$ 975,471
Budget Remain	\$ 39,250	\$ 13,084	\$ 52,333
Earned			94.6%
Remaining			5.4%

12 Month  
Rolling Avg  
12.3%

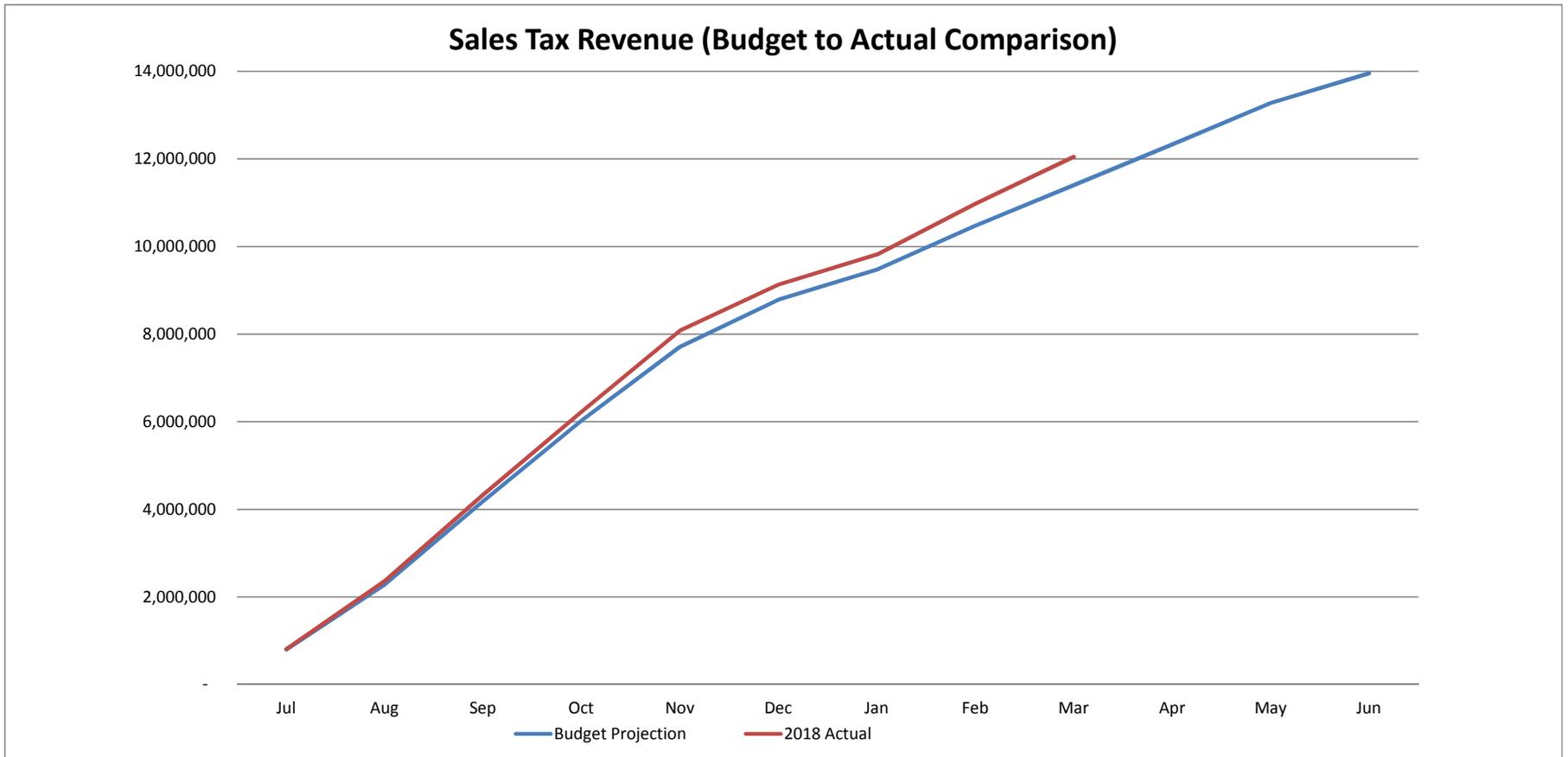
	FY2017 Year-to-Date	FY2018 Year-to-Date	Increase (Decrease)
T&T 60%:	\$ 3,271,653	\$ 3,739,790	\$ 468,137
TOJ 30% Visitor:	602,063	692,353	90,291
TOJ 10% General:	200,688	230,785	30,097



**TOWN OF JACKSON, WYOMING**  
**SALES TAX COLLECTIONS (4% and 1%)**  
 March-18

Receipt Month	14/15				15/16				16/17				17/18			12 Mth Avg	Rolling 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%	1,166,026	133,898	13.0%	7.8%	Dec		
Mar	750,117	683,968	(66,148)	-8.8%	850,550	166,581	24.4%	947,188	96,639	11.4%	1,066,105	118,917	12.6%	7.9%	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		
<b>Totals</b>	<b>\$ 10,732,374</b>	<b>\$ 11,389,469</b>	<b>\$ 657,096</b>	<b>6.1%</b>	<b>\$ 12,530,098</b>	<b>\$ 1,140,628</b>	<b>10.0%</b>	<b>\$ 13,413,526</b>	<b>\$ 883,428</b>	<b>7.1%</b>	<b>\$ 12,046,393</b>	<b>\$ 1,027,589</b>	<b>9.3%</b>				

**Budgeted Sales Tax for FY 2018** 3.75% \$ 13,954,375  
**Budgeted Sales Tax Year-to-Date** 3.75% 11,398,230  
**Actual Sales Tax Collected Year-to-Date** 12,046,393  
**Leading (Lagging) Budget - through March** \$ 648,163





**2** Context Plan  
SCALE: 1" = 1'-0"

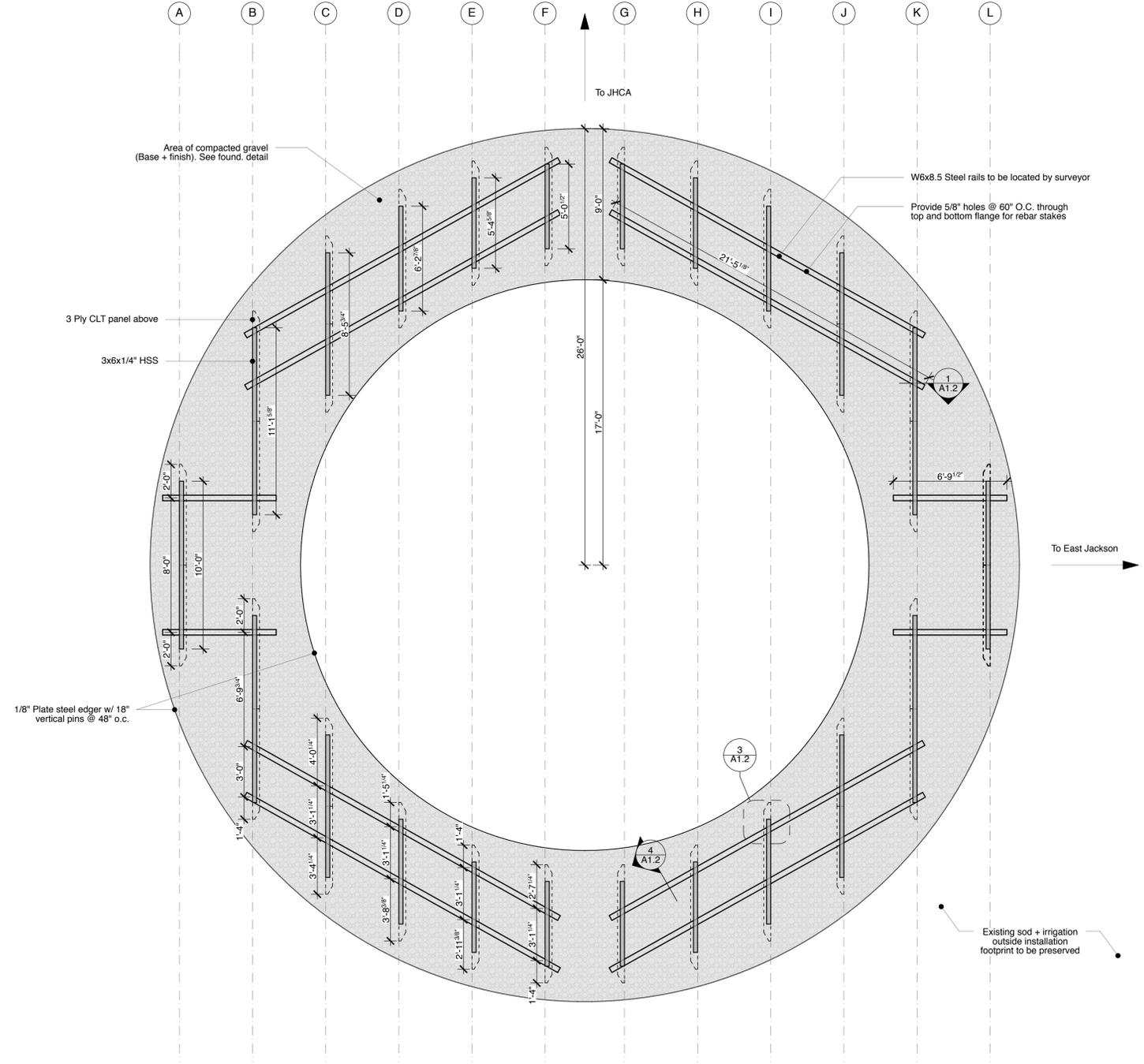
Align center of pavilion  
w/ center of stage  
E/W Axis alignment TBD



Approach from Center for the Arts



View inside Town Enclosure



**1** Foundation Rail Plan  
SCALE: 1/4" = 1'-0"

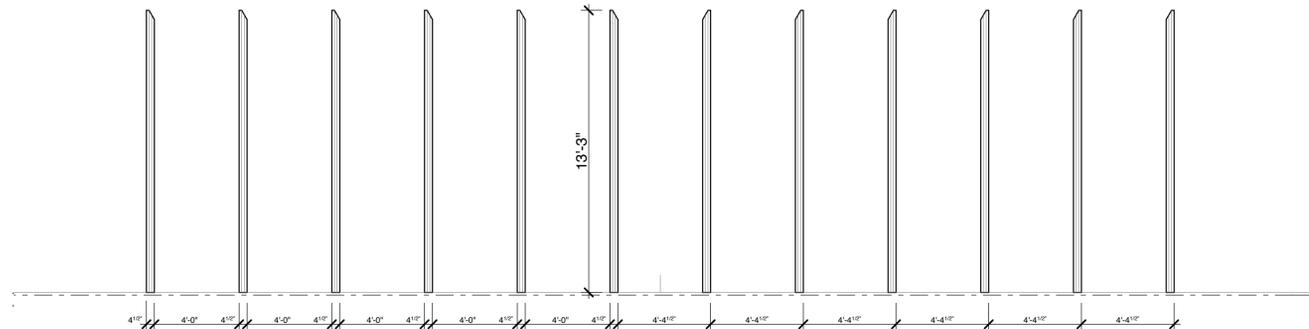
**TOWN ENCLOSURE**  
Center for the Arts - Jackson, WY

Issue/Revision Date	12.06.17
Design Submittal	01.10.18
CD/As-Built/Revised Scale	
Drawn By: FB	Checked By: MT

Town Enclosure



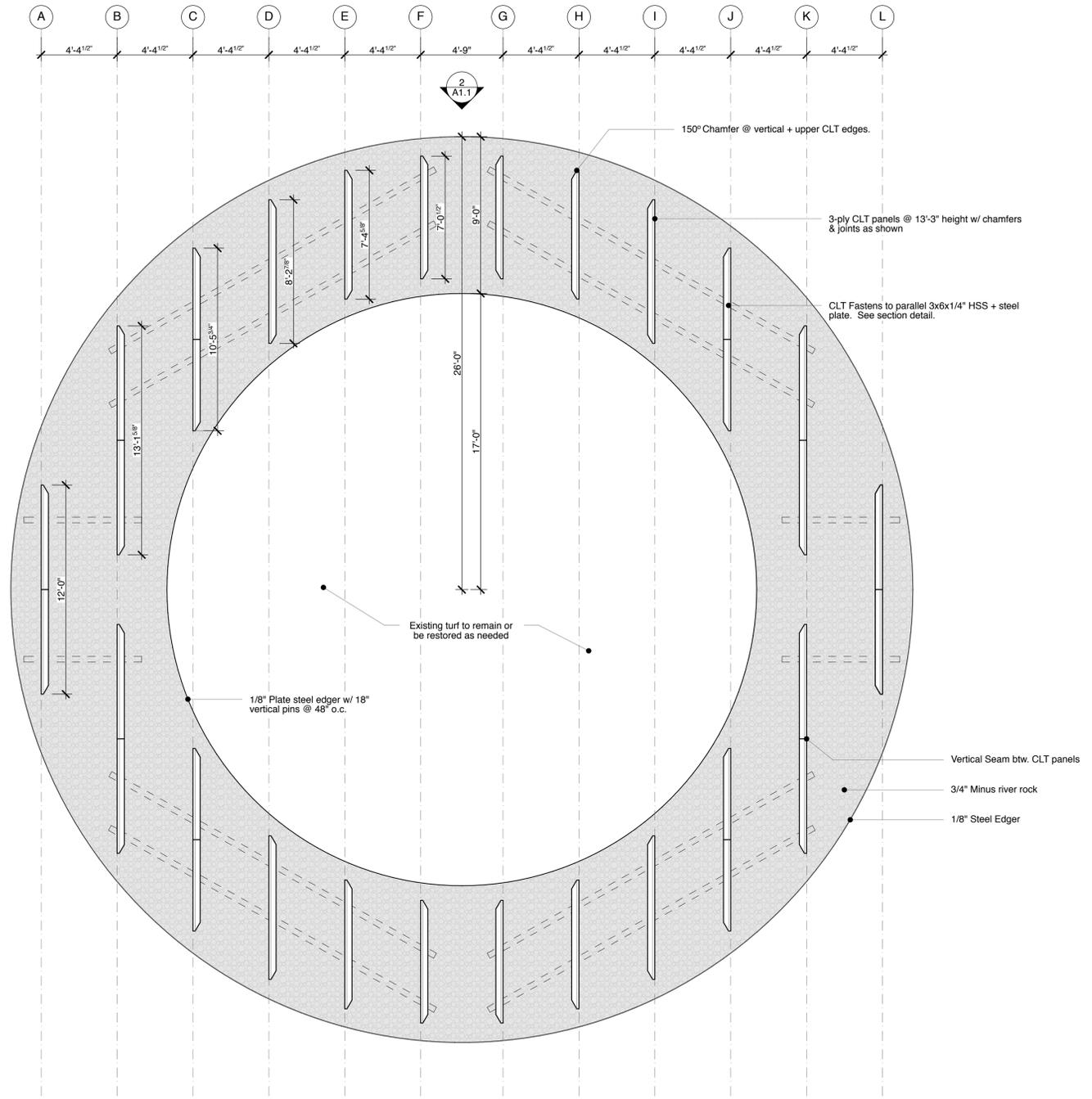
**3** E/W Elevation  
SCALE: 1/4" = 1'-0"



**2** N/S Elevation  
SCALE: 1/4" = 1'-0"

Original Panel Layout	
Length	Surface Area
9.22'	127.97
9.22'	127.97
9.22'	127.97
9.22'	127.97
9.56'	132.65
9.56'	132.65
9.56'	132.65
9.56'	132.65
9.56'	132.65
9.56'	132.65
10.38'	143.98
10.38'	143.98
10.38'	143.98
10.38'	143.98
10.38'	143.98
11.10'	154.01
11.10'	154.01
11.10'	154.01
11.10'	154.01
11.10'	154.01
12.00'	166.50
12.00'	166.50
12.22'	169.49
12.22'	169.49
12.22'	169.49
12.22'	169.49
12.22'	169.49
17.70'	245.56
17.70'	245.56
17.70'	245.56
17.70'	245.56
17.70'	245.56
304.72'	4,227.64 sq ft

Revised Panel Layout	
Length	Surface Area
7.05'	92.76
7.05'	92.76
7.05'	92.76
7.05'	92.76
7.39'	97.27
7.39'	97.27
7.39'	97.27
7.39'	97.27
7.39'	97.27
8.24'	108.54
8.24'	108.54
8.24'	108.54
8.24'	108.54
8.24'	108.54
10.48'	138.01
10.48'	138.01
10.48'	138.01
10.48'	138.01
10.48'	138.01
12.00'	158.00
12.00'	158.00
13.14'	173.00
13.14'	173.00
13.14'	173.00
13.14'	173.00
13.14'	173.00
209.20'	2,754.32 sq ft



**3** A1.1



**1** Town Enclosure Plan  
SCALE: 1/4" = 1'-0"

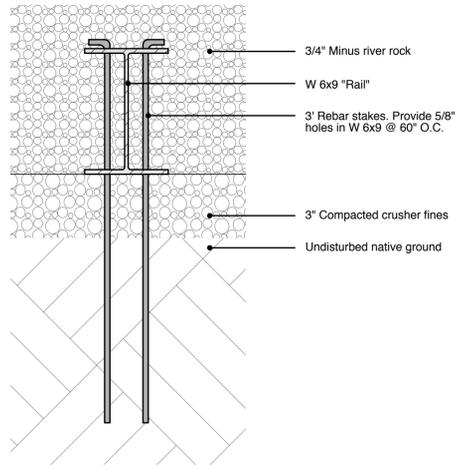
**TOWN ENCLOSURE**  
Center for the Arts - Jackson, WY

1729-00

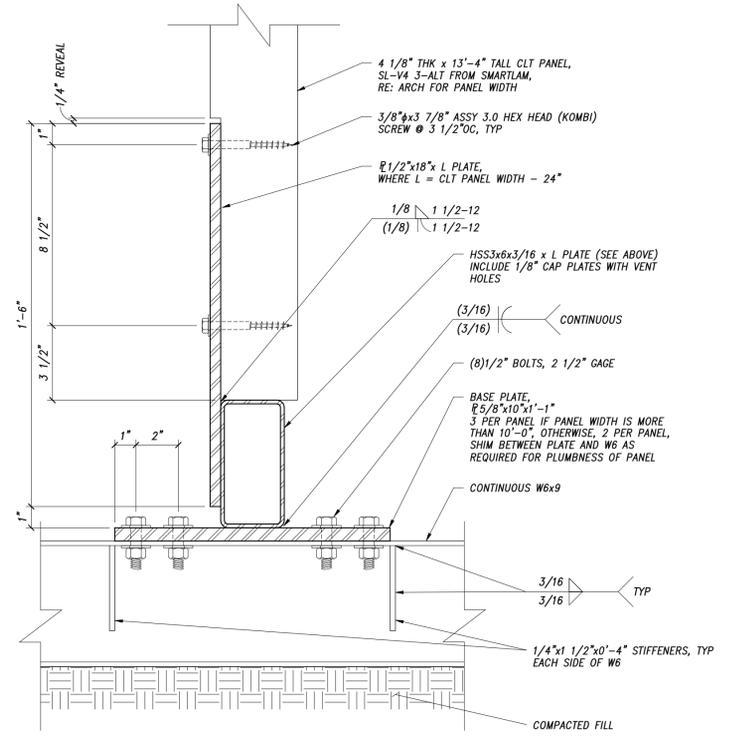
Issue/Revision Date	12.06.17
Design Submitted	01.10.18
CD/3 - (Backlog/Stage)	
Drawn By: FB	Checked By: MT

Town Enclosure

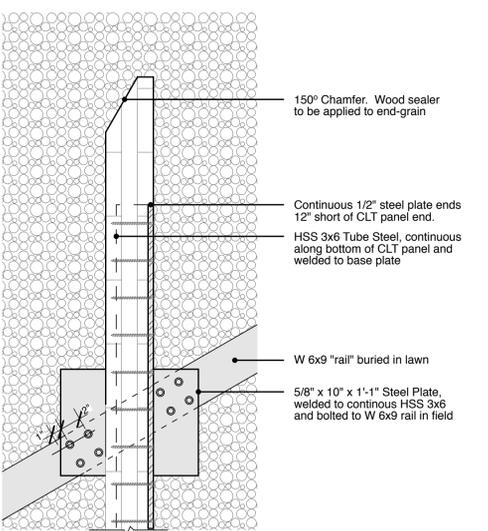
**A1.1**



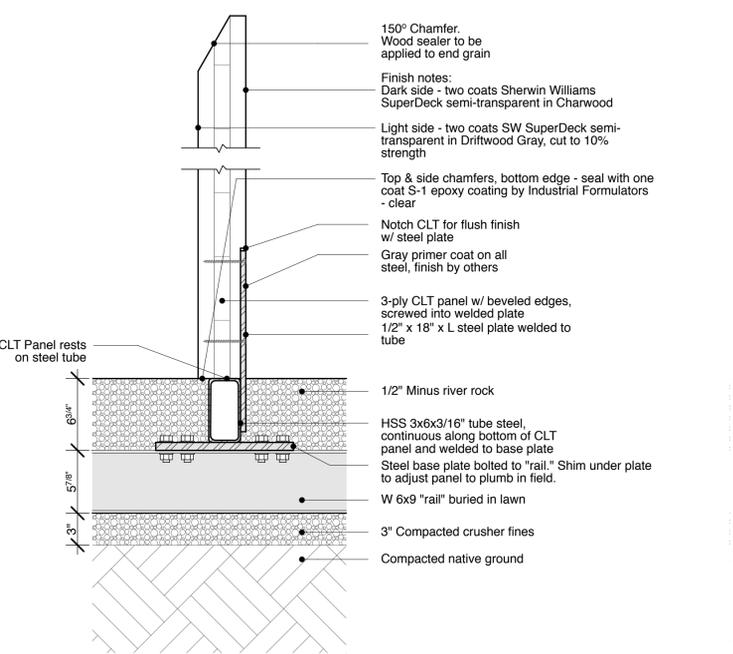
**4** Foundation - Rail Stake Detail  
SCALE: 3" = 1'-0"



**2** Structural Detail



**3** Foundation - Plan Detail  
SCALE: 1 1/2" = 1'-0"



**1** Foundation - Section Detail  
SCALE: 1 1/2" = 1'-0"

**TOWN ENCLOSURE**

Center for the Arts - Jackson, WY

Issue/Revision Date	12.06.17
Design Submitted	01.10.18
CD's - (Backsided Scale)	
Drawn By: FB	Checked By: MT

Town Enclosure Details

**A1.2**