



TOWN OF JACKSON

PLANNING & BUILDING

DEPARTMENT

TRANSMITTAL MEMO

Town of Jackson

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

Joint Town/County

- Parks and Recreation
- Pathways
- Housing Department

Teton County

- Planning Division

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

State of Wyoming

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

Federal Agencies

- Army Corp of Engineers

Utility Providers

- Qwest
- Lower Valley Energy
- Bresnan Communications

Special Districts

- START
- Jackson Hole Fire/EMS
- Irrigation Company

Date: May 1, 2019

Item #: P19-096

Planner: Brendan Conboy

Phone: 733-0440 ext. 1302

Fax: 734-3563

Email: bconboy@jacksonwy.gov

Owner:

Snow King Acquisition Group
5600 Mariner St. Suite 200
Tampa, FL 33609-3417

Applicant:

Y2 Consultants – Melissa Ruth
PO Box 2870
Jackson, WY 83001

REQUESTS:

The applicant is submitting a request for a Zoning Compliance Verification for 400 E. Snow King Ave legally known as, SE1/4NW1/4 SEC. 34, TWP. 41, RNG. 116 TRACT B.

For questions, please call Brendan Conboy at 733-0440, x1302 or email to the address shown below. Thank you.

Please respond by: **May 18, 2019 (Sufficiency)**
May 22, 2019 (with Comments)

RESPONSE: For Departments not using Trak-it, please send responses via email to:
tstolte@jacksonwy.gov



PLANNING PERMIT APPLICATION
Planning & Building Department

150 E Pearl Ave. | ph: (307) 733-0440
P.O. Box 1687 | www.townofjackson.com
Jackson, WY 83001

For Office Use Only

Fees Paid _____

Date & Time Received _____

Application #s _____

Please note: Applications received after 3 PM will be processed the next business day.

PROJECT.

Name/Description: SNOW KING HOTEL, ZCV

Physical Address: 400 E. SNOW KING AVE

Lot, Subdivision: SE 1/4 NW 1/4 SEC. 34 TWP. 41 RENG 116 PIDN: 22-41-16-34-2-00-012
TRACT B.

PROPERTY OWNER.

Name: JACKSON HOLE ACQUISITION GROUP C/O Phone: (813) 541-7665
KDG CAPITAL, LLC

Mailing Address: 5600 MARINER ST. STE 200 TAMPA, FL ZIP: 33609-3417

E-mail: DHEER@KDGCAPITAL.COM

APPLICANT/AGENT.

Name: 42 CONSULTANTS, LLC Phone: (307) 733-2979

Mailing Address: PO BOX 2870 JACKSON, WY ZIP: 83001

E-mail: MELISSA@42CONSULTANTS.COM

DESIGNATED PRIMARY CONTACT.

Property Owner Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; review the type of application at www.townofjackson.com/200/Planning

Use Permit	Physical Development	Interpretations
<input type="checkbox"/> Basic Use	<input type="checkbox"/> Sketch Plan	<input type="checkbox"/> Formal Interpretation
<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Development Plan	<input checked="" type="checkbox"/> Zoning Compliance Verification
<input type="checkbox"/> Special Use	<input type="checkbox"/> Design Review	<input type="checkbox"/> Amendments to the LDRs
Relief from the LDRs	Subdivision/Development Option	<input type="checkbox"/> LDR Text Amendment
<input type="checkbox"/> Administrative Adjustment	<input type="checkbox"/> Subdivision Plat	<input type="checkbox"/> Map Amendment
<input type="checkbox"/> Variance	<input type="checkbox"/> Boundary Adjustment (replat)	<input type="checkbox"/> Miscellaneous
<input type="checkbox"/> Beneficial Use Determination	<input type="checkbox"/> Boundary Adjustment (no plat)	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Appeal of an Admin. Decision	<input type="checkbox"/> Development Option Plan	<input type="checkbox"/> Environmental Analysis

PRE-SUBMITTAL STEPS. To see if pre-submittal steps apply to you, go to www.townofjackson.com/200/Planning and select the relevant application type for requirements. Please submit all required pre-submittal steps with application.

Pre-application Conference #: _____

Environmental Analysis #: _____

Original Permit #: _____

Date of Neighborhood Meeting: _____

SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/200/Planning and select the relevant application type for submittal requirements.

Have you attached the following?

- Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.
- Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.
- Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

Note: Information provided by the applicant or other review agencies during the planning process may identify other requirements that were not evident at the time of application submittal or a Pre-Application Conference, if held. Staff may request additional materials during review as needed to determine compliance with the LDRs.

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


Signature of Property Owner or Authorized Applicant/Agent

APRIL 26, 2017
Date

MELISSA RUTH
Name Printed

PLANNER
Title



y2consultants.com
307 733 2999

CONSULTANTS

ENGINEERING, SURVEYING & PLANNING
LANDSCAPE ARCHITECTURE, GIS
NATURAL RESOURCE SERVICES

Town of Jackson Planning and Building Department
PO Box 1687
Jackson, WY 83001
307-733-0440

April 26, 2019

RE: Zoning Compliance Verification Request for 400 E Snow King Ave.

Dear Planning Staff,

Y2 Consultants, LLC was previously approached by the owners of the Snow King Hotel located at 400 E Snow King Ave. regarding a potential remodel of the existing hotel. Questions regarding the allowable floor area, affordable housing requirements, parking, and Average Person Occupancy units (APOs) that would result in any redevelopment of the hotel arose as the discussion progressed. These questions are listed at the end of this document.

The following information, questions, and attachments are being submitted for compliance review with the Town of Jackson Land Development Regulations (Town of Jackson LDRs) and the existing Snow King Planned Resort District Master Plan. Please verify the following information and provide guidance on the related questions at the conclusion of this document.

EXISTING CONDITIONS

The subject lot is 8.29 acres, zoned Planned Resort – Snow King (PR – SK), and not within the Scenic Resource Overlay or the Natural Resource Overlay. There is one structure currently on the lot: the existing 136,000 sf hotel. The applicant seeks to remodel the existing hotel and add 50 2-bedroom condominium units (200 APOs) in a third wing of the hotel.

Existing Lodging Capacity (APOs)	408 (204 Guests)
Existing Built SF	136,000 SF
Existing On-site Parking Spaces	250 Standard Spaces 11 ADA Spaces

DEVELOPMENT POTENTIAL

ALLOWED USES

The Snow King Hotel falls within Sub-Area 1: Hotel Area and Hotel/Condominium Expansion. According to document No. 0821165 book 818 page 134-139 filed on 08/31/2012 (attached as Attachment A) the owner of the Snow King



Hotel property has been allocated an additional 50,000 sf and 200 APOs for expansion of the existing hotel by deed and the Snow King Resort Master Association (SKRMA).

Subarea 1, the Hotel Parcel, plan shows 5 new wings of the hotel as potential building envelopes.

PHYSICAL DEVELOPMENT

Development of 400 E Snow King Ave is limited by the Town of Jackson LDRs and the 2001 Snow King Planned Resort District Master Plan. The following table depicts dimensional limitations on buildings within the PR – SK zone, as allowed under the Master Plan.

Table 1: Dimensional Limitations

Property Area	8.29 ac 361,112.40 sf
Total Permitted Floor Area	186,000 SF (existing SF, plus 50,000 SF)
Minimum Landscape Surface Ratio (LSR)	0.25 Subareas 1, 2, & 4 combined) 0.5 (subareas 1, 2, 4, 5, & 6 combined)
Maximum Building Height	65+ Feet
Structure Setbacks	Established Building Envelopes
Parking Setback	Master Plan established location of parking spaces

QUESTIONS FOR CLARIFICATION

1. Please confirm that the existing hotel is in compliance with the 2001 Snow King Planned Resort District Master Plan and that there are no additional permits or regulations that apply to the Hotel property.
2. It is our understanding that parking is shared between the entire Snow King Planned Resort District due to differences in parking needs in the summer and winter. Please confirm that the 261 parking spaces on the hotel property are in compliance with the parking requirements for the existing lodging use.
3. Please confirm that the existing hotel is in compliance with its employee parking requirements, the number of employee parking spaces required for the existing uses, and that the location of such employee parking spaces onsite complies with employee parking requirements per the 2001 Snow King Planned Resort District Master Plan.
4. It is our understanding that all employee housing mitigation requirements have been met for the existing hotel. Please confirm that the employee housing requirements for the existing hotel have been satisfied. Please also confirm that any additional expansion would be required to mitigate under the existing 2001 Snow King Planned Resort District Master Plan standards, resulting in a mitigation rate of 0.065 employees



to be housed per guest (APO). Please also confirm that housing requirements under the 2001 Master Plan can be met with any combination of the following unit types: studio, one-bedroom, two-bedroom, three-bedroom, four-bedroom, five-bedroom, and dormitory.

5. Please confirm that there are no outstanding conditions of approval, Master Plan requirements, and/or LDR requirements not addressed above that would potentially impact the continued operation of existing uses on the Snow King Hotel property or the issuance of a building or development permit on the Hotel property.
6. Please confirm in accordance with the Master Plan, that the property located at 400 E Snow King Ave complies with the allocation of an additional 50,000 SF of building floor area and an additional 200 APOs. Please also confirm that a new building(s) containing these APOs and additional floor area complies with the Master Plan if constructed within any of the existing proposed building footprints depicted in the Master Plan, and that the first step in the public process after SKRMA approval is submission of a final development plan to the Town of Jackson.
7. Please confirm that the Hotel has the ability to obtain additional square footage and APOs from other properties within SKRMA and is able to utilize that square footage and APOs as condominium buildings within the existing proposed building envelopes depicted in the 2001 Master Plan.
8. The Housing Mitigation Plan contained within the 2001 Master Plan states that "since all of the development within the Snow King Resort District is intended to be classified as commercial, there will not be a need for any exactions." Please confirm that no school or park exactions are required for the further development of the Hotel Parcel or are required per Division 7.5 of the Teton County LDRs.

We look forward to hearing from you upon review of this ZCV.

Sincerely,

Melissa Ruth
Planner
melissa@y2consultants.com

Enclosures:

LETTER OF AUTHORIZATION

Jackson Hole Acquisition Group, LLC, "Owner" whose address is: 5600 Mariner Street,
Suite 200, Tampa, FL 33609

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

, as the owner of property
more specifically legally described as: Snow King Resort -
SE1/4NW1/4 SEC. 34, TWP. 41, RNG. 116 TRACT B; Parcel ID: 22-41-16-34-2-00-012

(If too lengthy, attach description)

HEREBY AUTHORIZES Y2 Consultants, LLC as
agent to represent and act for Owner in making application for and receiving and accepting
on Owners behalf, any permits or other action by the Town of Jackson, or the Town of
Jackson Planning, Building, Engineering and/or Environmental Health Departments
relating to the modification, development, planning or replatting, improvement, use or
occupancy of land in the Town of Jackson. Owner agrees that Owner is or shall be deemed
conclusively to be fully aware of and to have authorized and/or made any and all
representations or promises contained in said application or any Owner information in
support thereof, and shall be deemed to be aware of and to have authorized any subsequent
revisions, corrections or modifications to such materials. Owner acknowledges and agrees
that Owner shall be bound and shall abide by the written terms or conditions of issuance of
any such named representative, whether actually delivered to Owner or not. Owner agrees
that no modification, development, platting or replatting, improvement, occupancy or use of
any structure or land involved in the application shall take place until approved by the
appropriate official of the Town of Jackson, in accordance with applicable codes and
regulations. Owner agrees to pay any fines and be liable for any other penalties arising out
of the failure to comply with the terms of any permit or arising out of any violation of the
applicable laws, codes or regulations applicable to the action sought to be permitted by the
application authorized herein.

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

OWNER:

(SIGNATURE) (SIGNATURE OF CO-OWNER) *Dr. Kiran C. Patel*

Title: Manager

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

STATE OF Florida

)

COUNTY OF Hillsborough

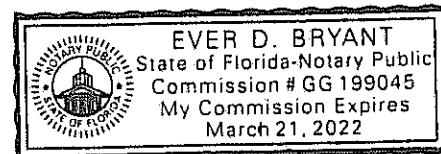
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The foregoing instrument was acknowledged before me by *Kiran Patel* this 15 day of
April, 2009.

WITNESS my hand and official seal.

Ever D. Bryant
(Notary Public)

My commission expires:



TRANSFER AND ALLOCATION OF DEVELOPMENT RIGHTS

This Transfer and Allocation of Development Rights ("Agreement") is made to be effective as of the 31st day of AUGUST, 2012, and is entered into by and between Snow King Holdings, LLC, a Wyoming limited liability company (the "Transferor"), and JMIR Snow King LLC, a Delaware corporation ("Transferee").

RECITALS

WHEREAS, the Snow King Planned Resort District Master Plan ("Master Plan"), attached to that certain Affidavit Affecting Title recorded in the office of the Teton County Clerk on July 19, 2001 in Book 429 of Photo, Pages 1-211 as Document No. 547519, specifies a limited number of average peak occupancies ("APOs") and maximum building floor area for development within the Snow King Planned Resort District ("District");

WHEREAS, Transferor is the owner of certain undeveloped or underdeveloped property in the District, and the right to certain APOs and related development rights with respect to the foregoing, and has the right to allocate APOs and building floor area for development within the District;

WHEREAS, as of the date hereof, Transferee has acquired from Transferor the real estate and substantially all of the assets comprising that certain hotel and related facilities commonly known as the "Snow King Resort," the same being located within the District on certain real property more particularly described on the attached Exhibit "A" (collectively, the "Property");

WHEREAS, as a condition of Transferee purchasing the Property, and as a material inducement to Transferee to purchase the Property, Transferor has agreed to transfer and allocate to Transferee (i) a total of two hundred (200) APOs, (ii) the right to construct an additional fifty thousand (50,000) square feet of commercial building improvements on the Property, and (iii) all entitlements, permits, and improvements for the construction of the foregoing.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Transfer and Allocation of APOs. Transferor hereby warrants, conveys, transfers, assigns and allocates to Transferee, and its successors and assigns, as the owner of the Property, a total of two hundred (200) APOs out of the total remaining unallocated APOs within the District pursuant to the Master Plan, without any restriction whatsoever, for use on any part of the Property, together with all entitlements, permits and approvals necessary to utilize such APOs.

2. Transfer and Allocation of Building Floor Area. Transferor hereby conveys, transfers, assigns and allocates to Transferee, and its successors and assigns, as the owner of the Property, a total of 50,000 square feet of building floor area (the "Building Floor Area"), without any restriction whatsoever, for improvements to be located upon the Property, together with all entitlements, permits and approvals necessary to construct such Building Floor Area.

GRANTOR: SNOW KING HOLDINGS LLC

GRANTEE: JMIR SNOW KING LLC

Doc 0821165 bk 818 pg 134-139 Filed At 16:47 ON 08/31/12

Sherry L. Daigle Teton County Clerk fees: 23.00

By Kassie Hansen Deputy

RELEASED	
INDEXED	✓
ABSTRACTED	✓
SCANNED	✓

3. Warranties and Representations. Transferor warrants and represents to Transferee that that (i) Transferor is the sole owner of the APOs and Building Floor Area and has legal authority to convey, transfer, assign and allocate the APOs and Building Floor Area, (ii) this transfer is being made to the Transferee free and clear of any mortgage or other security interest on the APOs or Building Floor Area, (iii) except with respect to that certain Transfer and Allocation of Lodging Average Peak Occupancy and Building Floor Area dated June 17, 2009, and recorded in the County Clerk's Office of Teton County, Wyoming on June 18, 2009 in Book 733 of Photo Pages 197-201, by and between Transferor, Snow King Resort, Inc., a Wyoming corporation, Snow King Resort Master Association, a Wyoming nonprofit corporation, and Grand View Development, LLC, a Wyoming limited liability company, collectively as transferor, and Crystal Creek Capital, LLC, a Wyoming limited liability company, as transferee, neither Transferor, nor any of its affiliates or subsidiaries, have transferred any APOs or Building Floor Area to any other party.

4. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Transferee may freely convey, assign, transfer and allocate the rights and entitlements conveyed hereunder to subsequent purchasers of any part or all of the Property.

5. Enforcement and Remedies. The parties hereto each shall be entitled to enforce this Agreement by specific performance, by injunction or restraint to prevent a violation or attempted violation of this Agreement or to compel performance under the Agreement, or by bringing an action for damages, or any of them, without the necessity of making an election. The prevailing party shall be entitled to recover from the other party such sums as the court may adjudge reasonable as attorney's fees and costs, in addition to all other relief provided by law or in equity.

6. Further Assurances. Transferor hereby covenants that Transferor will, at any time and from time to time upon written request therefor, execute and deliver to Transferee such documents as Transferee may reasonably request in order to effectuate the provisions of this Agreement, and to further memorialize in Transferee the rights of Transferee intended to be transferred and assigned hereby, or to enable Transferee to realize upon or otherwise enjoy such rights in and to the APOs and Building Floor Area contemplated herein.

7. Final and Entire Agreement. This Agreement contains the entire agreement between the parties hereto as to the subject matter hereof. Any subsequent amendment to this Agreement shall be valid only if executed in writing by the parties hereto, their successors or assigns. Moreover, compliance with any condition or term set forth herein may not be waived, except by a writing duly and validly executed by the party waiving compliance. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other such right, power or privilege.

8. Captions. Captions and headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

9. Gender, Singular, Plural Terms. As used in this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

10. Recordation. The parties hereto agree and warrant that this Agreement shall be recorded in the land records of the Office of the Clerk of Teton County, Wyoming.

11. Governing Law. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming.

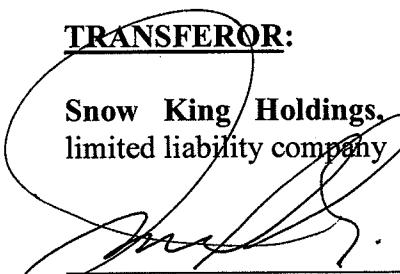
12. Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties have made and executed this Transfer and Allocation of Development Rights as of the day and year first above written.

TRANSFEROR:

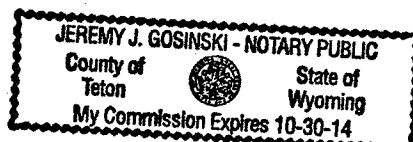
Snow King Holdings, LLC, a Wyoming limited liability company

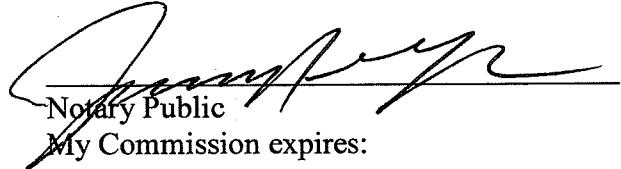

Manuel Lopez, Manager

STATE OF WYOMING)
)
COUNTY OF TETON)

This instrument was acknowledged before me on this 31 day of August, 2012 by Manuel Lopez as Manager of Snow King Holdings, LLC, a Wyoming limited liability company.

WITNESS my hand and official seal.




Notary Public
My Commission expires:

TRANSFeree:

JMIR Snow King LLC,
a Delaware limited liability company

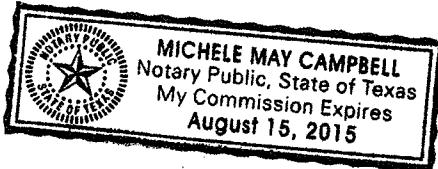
By: JMI Realty Hotel Investors REIT,
LLC, a Delaware limited liability
company, its sole member

By: John Clay
Name: Gregory W. Clay
Title: VP

STATE OF Texas)
)
COUNTY OF Travis)

This instrument was acknowledged before me on this 15th day of August,
2012 by Gregory W. Clay as Vice President of JMI Realty Hotel Investors REIT, LLC, a
Delaware limited liability company, the sole member of JMIR Snow King LLC, a Delaware
limited liability company, for and on behalf of the company.

WITNESS my hand and official seal.



Michele May Campbell
Notary Public

My Commission expires: 8/15/2015

EXHIBIT "A"

A tract of land located in the NW $\frac{1}{4}$, Section 34, Township 41 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, being part of that tract of record in Book 12 of Deeds, page 630, and shown as Tract B of Map T-71A as recorded in the Office of the County Clerk, Teton County, Wyoming, secondarily described as follows:

A parcel of land in the S 1/2 NW 1/4, Section 34, T41N, R116W, 6th PM, Teton County, Wyoming, lying wholly within the corporate limits of the Town of Jackson, and being a portion of that record tract in Book 12 Deeds, page 630, in the Teton County Clerk's Office, and being more particularly described as follows:

BEGINNING at the westerly-most corner of said record tract being common to the northwest corner of that record parcel in Book 5 Deeds, page 507, in said Office, where is found a BLM type brass cap set by RLS 164;

Thence S89°44'00"E, 307.10 feet along the north line of said parcel in Book 5 Deeds, page 507, to a BLM type brass cap set by RLS 164;

Thence S89°45'38"E, 321.38 feet to a point;

Thence S44°45'31"E, 159.96 feet to a point;

Thence N 45°14'34"E, 202.56 feet to a point;

Thence N 00°19'13"E, 236.93 feet to a point;

Thence N45°02'34"W, 227.03 feet to a point;

Thence N68°50'59"W, 231.12 feet to a point;

Thence S71°18'58"W, 231.98 feet to a point;

Thence S52°36'18"W, 120.77 feet to a point;

Thence S37°30'09"W, 119.11 feet to a point;

Thence N52°29'51"W, 58.86 feet to a point on the westerly line of said tract in Book 12 Deeds, page 630, also being the easterly line of Vine Street;

Thence S26°03'00"W, 102.13 feet along said westerly line to a BLM type brass cap set by RLS 164;

Thence S08°15'00"W, 211.10 feet to the Point of Beginning;

The Basis of bearing being S89°44'E along said north line of that record parcel in Book 5 Deeds, page 507.

PIN: 22-41-16-34-2-00-012