Community Center for the Arts

Preliminary Master Plan

February 3, 2000

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Community Center for the Arts Preliminary Master Plan

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I. Community Center for the Arts
Preliminary Master Plan Narrative

A. Purpose and Scope of Preliminary Master Plan

As part of our Option to Lease Agreement for the Teton County Whole Education Center site on S. Cache, the Community Center for the Arts (CCA) is required to submit a Preliminary Master Plan to the Town and County prior to the submission of our development plans to the Town as required by the Land Development Regulations. (See page 3, paragraph 3(iii) of the Option to Lease Agreement, included in the Appendix as Appendix E.)

Because the scope of the Preliminary Master Plan was not defined in the Option to Lease Agreement, the Community Center for the Arts sought clarification of this issue from the Teton County/Town of Jackson Joint Planning Board. This resulted in the Joint Planning Board unanimously approving a Memorandum of Agreement on June 6, 1999 specifying the purpose and scope of the Preliminary Master Plan as follows:

"In the Option to Lease Agreement, the intent of the Preliminary Master Plan is to give Town & County, acting as landlord, an opportunity to review proposed uses for the property, a review which may be above and beyond the requirements of the Land Development Regulations."

"The Preliminary Master Plan precedes the submission of the Sketch Plan for this project. The Sketch Plan will be the first step of the formal permitting process with the Town of Jackson. Since the Preliminary Master Plan review should not duplicate nor prejudice the Sketch Plan public review process, the purpose of the Preliminary Master Plan review is to provide an opportunity for the Town & County to generally review the proposed uses for the Glenwood property. All the details of the development proposal will be reviewed at a later date, in conjunction with CCA's Sketch Plan submission."

"Approval of the Preliminary Master Plan will give CCA assurance that the Town & County, acting as landlord, accept the proposed uses and general approach to the project. It is understood that details of the site plan may change as the project moves forward through the formal permitting process." (Emphasis added)

The Memorandum of Agreement is attached as Appendix E.

The Option to Lease Agreement, as clarified by the Memorandum of Understanding, requires Town & County approval of (i) CCA's proposed uses and "general approach" for the site, and (ii) CCA's facilities needs and utilization analysis. This information is provided below, under (B) Town & County Action Items.

It should be noted that the Option to Lease Agreement also provides that CCA will be required to obtain Town & County approval of a Final Master Plan at the appropriate time. The Final Master Plan is also above and beyond the requirements of the Land Development Regulations. The Final Master Plan will include a final proposed site plan and detailed architectural renderings. The Preliminary Site Plan provided with this Preliminary Master Plan is intended only to explain CCA's current approach to the site in order to obtain feedback from Town & County. It is a work in progress.
B. Town & County Action Items

1. Proposed Uses

- Mission
  The mission of the Community Center for the Arts is to provide a permanent home for local arts organizations, educational activities and other community gatherings in Jackson Hole. Our success is measured by the creation of functional space for the arts and education and by the enduring, positive impact on artists, students, arts organizations and our community.

- General Uses
  In keeping with this mission and as per the Option to Lease Agreement, we are requesting Town & County’s approval for the following general uses:

1. Studios and classrooms for visual, performing arts and literary arts
2. General purpose classrooms
3. Galleries for the exhibition of visual art
4. A performing arts center
5. A “clubhouse” for special events, dances and get-togethers
6. A community box office
7. Offices and shared administrative space for community organizations
8. Community conference rooms and reading room
9. Children’s waiting room
10. Video screening and editing facility
11. Classrooms and office space for Western Wyoming High School
12. Storage for sets, props, costumes, visual art supplies, etc.
13. Housing for visiting artists and students
14. Parking
15. Park and open space

- Explanatory Notes Regarding General Uses
  Note: The designs associated with housing these proposed uses are preliminary and will evolve over time.

Use Studios and classrooms for the visual, performing arts and literary arts:
#1. This includes painting, sculpture, ceramics, photography, film and video, radio, dance, theater, music, literary and multi-media arts. This also includes small music practice rooms. Graphic arts/ computer arts facilities are also included. Dressing rooms for dance students are also included.

Use General purpose classrooms:
#2. These spaces can accommodate a variety of community uses. One will be designed with pre-school-age children in mind.

Use Galleries for the exhibition of visual art:
#3. Current plans include two galleries; one of these is part of the performing arts center lobby.
Use A performing arts center:
#4 This includes a main-stage theater with 500 seats (300 on the ground floor and 200 in the balcony) with ancillary backstage spaces including a scenic shop, a costume shop, a stage manager's office and dressing rooms. The performing arts center will also include a small, flexible theater for 75-150 seats. Both spaces will be appropriate for presentation of theater, dance, music and film. The shared lobby may also be used for community events.

Use A "clubhouse" for special events:
#5 The clubhouse harks back to the historic Clubhouse on the Town Square (above Hide Out Leather) where community dances and social events took place for many years. This facility is currently designed for a maximum of 175 people, but could be used in conjunction with the theater lobby or the outdoor area for a larger group. A kitchen is included.

Use A community box office:
#6 Tickets will be available for events in the building and elsewhere.

Use Offices and shared administrative space:
#7 Offices for seven arts and educational organizations are included, as well as a shared copy center, a mailroom and a graphic arts center.

Use Community conference rooms and reading room:
#8 These small meeting rooms will be available for use by the general public. We hope that one of these rooms will be a high-tech conference facility that would allow simultaneous global conferencing and other state-of-the-art communications. The reading room will provide information about arts resources.

Use Children's waiting room:
#9 The children's waiting room is designed for children to have a safe, warm place to wait before class or after class. It will also be convenient for parents whose children are participating in other activities downtown; for example, children taking skating, swim or ski classes can meet siblings taking art classes for a one-stop pick-up point at the end of the day.

Use Video screening and editing facility:
#10 This facility will allow users to produce video art. It will also allow users to interface between video, film and computer graphics.

Use Classrooms and office space for Western Wyoming High School:
#11 In the event that Teton County School District decides to keep Western Wyoming High School at this location, space is reserved for this use.

Use Storage for sets, props, costumes, visual art supplies, etc.
#12
Use Housing for visiting artists and students:

#13 Many existing programs require housing for visiting artists and students from other locales. CCA believes it is very important to provide facilities for housing these visitors. A total of forty beds is envisioned, in a configuration of five units with eight beds per unit. These facilities will accommodate the casts of traveling shows, for example, or artists who come to Jackson to teach.

Use Parking:

#14 As described in more detail below, our parking strategy is based on a shared parking approach. We expect CCA users to park on-site and off-site. We also expect to provide additional parking for the downtown area, especially during the day.

Use Park and open space

#15 The existing open space will be largely preserved and enhanced by a small amphitheater and a sculpture and decorative garden. The preliminary site plan also includes an outdoor plaza that provides a pedestrian connection between S. Cache and S. Glenwood. The open space area shown on the attached site plan is approximately 75% of the existing open space on this site.

• Specific Uses
Our preliminary architectural building program, which is attached as Appendix A, provides detailed information about the specific uses planned for this facility, as well as square footage requirements for each. However, it should be noted that these details will change during the design process and, later, during the evolving occupancy of the facility. For example, we are currently planning for four dance studios and six visual art studios. Over the life of the building, this configuration will undoubtedly change. However, the general use of “studios and classrooms for the visual and performing arts” will be a constant.

• Proposed Uses Are Not Guaranteed
It should also be noted that this list of proposed uses should not be interpreted as a guarantee that all of these uses will be included in the completed facility.

• Relation to Option to Lease Agreement
All of the uses listed above are allowed uses under the Option to Lease Agreement. It is understood that these proposed uses are intended only to explain the present plans for the Community Center for the Arts. These proposed uses are not intended to limit the authorized uses permitted in the Option to Lease Agreement (paragraph 10) in any way.

2. Facilities Needs and Utilization Analysis

The Option to Lease Agreement requires Town & County approval of a facilities needs and utilization analysis. The Community Center for the Arts has completed a series of ten planning studies since 1992. A summary of these planning studies is provided as Appendix B. The complete studies have been submitted to the Town & County Planning Departments.
Planning History of the Community Center for the Arts Project

The Community Center for the Arts Preliminary Master Plan is the result of nine years of collaborative planning by the Teton County arts community and others. The project grew out of the Arts Collaborative Planning Project convened by the Community Foundation of Jackson Hole in 1991 to assess the cultural needs of the area, especially opportunities for collaboration. All non-profit arts organizations in Jackson Hole took part in that effort, as the Arts Task Force. It was felt that the lack of adequate facilities was a major barrier to cultural development in Teton County. The Arts Collaborative Planning Project resulted in a recommendation to study the feasibility of a shared community arts facility. (Please see Appendix B for a list of participants in the Arts Task Force.)

Still operating under the auspices of the Community Foundation, an ad hoc Cultural Facilities Planning Board was convened to study the feasibility of a community arts center. This Planning Board, which included broad community representation, conducted a needs assessment (1993), a site selection process (1994) and a detailed analysis of the Whole Education Center site. The Planning Board concluded that the project was needed and feasible and recommended the formation of a non-profit organization dedicated to planning, developing and managing a community arts center. The Community Center for the Arts was incorporated in September, 1995. (Please see Appendix B for members of the Cultural Facilities Planning Board.)

The first task for the Community Center for the Arts was to secure a site. The Whole Education Center site was selected as the preferred site, especially because of the potential for CCA to contribute to a vibrant downtown. The process of securing this site was concluded in December, 1998 with the agreement to transfer this site to Town & County ownership when the School District vacates the property and approval of the Option to Lease Agreement to CCA.

Once the site was secure, more detailed planning was possible, including the development (and later refinement) of the architectural program (1996 & 1998), selection of the design team (1998), development of a financial and management plan for operations (1998-99), a geotechnical study (1999), a fundraising feasibility study (1999), and preparation of this Preliminary Master Plan.

To date, this planning has cost approximately $500,000 since 1995, with funds raised by contributions from more than 250 donors.
C. Conceptual Overview of Project

1. Operations Overview

This list of proposed uses only explains one facet of CCA use. To present a complete picture, it is necessary to include an overview of CCA’s operations.

From an operational standpoint, the Community Center will serve three categories of users with three types of facilities:

(1) Some spaces will provide a permanent home for several arts and educational organizations. These will be sub-leased on a long-term basis to these arts organizations.

(2) Some spaces are specialized arts and educational facilities designed for shared use by the entire community.

(3) A third type of facility are non-specialized meeting and events facilities. These are also designed for shared use by the entire community.

All three types of facilities are needed and will complement one another.

(1) A Permanent Home for Non-Profit Arts and Educational Organizations

The Community Center for the Arts will be the home for:

• The Art Association
• Dancers’ Workshop
• Performing Arts Company of Jackson Hole
• Jackson Hole Writers Conference (office space only)
• Cultural Council of Jackson Hole (office space only)
• Western Wyoming High School (tentative)

These facilities will house the wide range of arts and educational programs provided by these organizations, including performances, exhibitions, classes in both the visual and performing arts for all ages and many special events. The Art Association, Dancers’ Workshop and the Performing Arts Company are primary partners in the CCA effort and collaborate closely in the design and planning process.

(2) Specialized Arts and Educational Facilities for Shared Use

As currently envisioned, the Community Center for the Arts will include specialized arts facilities such as the performing arts center and a community gallery. These facilities will be available for use by the general public. Some of these users will schedule regular and repeated use, such as weekly rehearsals or an annual production season. Other uses will be one-time-only events.

(3) Meeting and Events Facilities

Current plans for the Community Center also include spaces for meetings and special events, such as the Clubhouse and conference rooms. These facilities will provide a variety of community gathering places.

2. Relevant Dimensional Criteria

We anticipate that the CCA site will be rezoned Public/Semi-Public (P/SP) when the property is transferred to Town & County ownership. The purpose of the P/SP District is to provide locations for facilities of a public or semi-public nature. Museums, fine arts facilities and performing arts facilities are all
3. Neighborhood Compatibility

With regard to neighborhood compatibility, the Preliminary Master Plan addresses four areas of concern: (1) minimizing impacts on residential neighbors; (2) minimizing impacts on commercial neighbors; (3) improving the streetscape of both Cache and Glenwood; and (4) enhancing the downtown area.

The preliminary site plan conforms to two guiding principles. On the north-south vector, intensity of use is concentrated to the north, with transition to open space and residential uses to the south. On the east-west vector, the transition is from "more formal" to "less formal". The formal face of the building is presented east to Cache Street as the main north-south corridor of the town. A more informal, "neighborhood" face is presented to Glenwood Street on the west.

One and a half blocks from the Town Square, the site is a transition zone between the downtown commercial core and a residential neighborhood. The northern end of the property (currently zoned AC) is adjacent to commercial and lodging uses. The southern end of the property (currently zoned AR) is adjacent to residential uses. One property to the south has recently been rezoned AC, but this is an exception to the overall character of the residential neighborhood.

To be compatible with this neighborhood context, the project has been designed to concentrate the intensity of use on the northern end of the property. This is the area currently occupied by school buildings. The southern half of the property is proposed to be used primarily as a park; currently, this area is used as the KinderCampus playground. Also proposed is a residential building along the south boundary of the property, to be used to house visiting artists and students. This residential use and building type will provide an additional buffer for the residential neighborhood and will help to visually frame the open space.

- Residential Neighbors: The project will directly impact five residential properties located along the east boundary of the property on Glenwood Street. The preliminary site plan preserves the relationship between back yards and open space currently enjoyed by these homes. Probably the most significant impact on these properties (other than construction noise) will be increased pedestrian use of the property as a route between Cache and Glenwood. However, the property is already accessible to the public in this fashion and has been for many years. The grounds and pathways will be more attractive and convenient than at present.

The project will also impact properties located across the alley on the south boundary of the property. Of particular importance is a design that will protect the alley as much as possible from traffic impacts: the residential neighbors currently use the alley extensively as extensions of their homes. Parking has been concentrated on the northernmost end of the project to minimize the likelihood of increased traffic through the alley.

We hope the project will be considered a good example of a development pattern which provides a functional, sensitive interface between commercial and residential uses in the downtown area. This site affords an opportunity to
protect the tranquility of the adjacent residential neighborhood while adding excitement and convenience to living downtown. This type of interface will become increasingly important as downtown residential development increases in keeping with the “Town as the Heart of the Region” objective.

- Commercial Neighbors: The Antler Motel property, adjacent to the north, will be significantly impacted by this project. After consulting with the owners of the Antler Motel, we have minimized this impact as much as possible by adding a buffer zone of parking and landscaping between the proposed new construction and the south wall of the Antler Motel. At the present time, the Antler Motel has a blind wall facing the CCA site. However, it is recognized that this may not always be the case and that the project needs to present an attractive face in that direction as well. The back of the performing arts facility, as currently envisioned, has entrances on several levels from that direction and will be architecturally attractive.

- Streetscapes: This site is an important part of the S. Cache streetscape. Unlike the existing school building, the “front door” of the new project will face Cache Street. The project is being designed to provide an exciting visual presence on Cache and to significantly enhance pedestrian values along the street. The current School District parking lot area will be replaced by a handsome and functionally-important building.

As currently envisioned, the building edge along Cache Street is a gracefully curving wall that starts right at the property line on the north corner and gradually breaks away as it reaches toward the park. This arrangement allows the facility to have a strong street-front presence and a landmark visible from the Town Square while still providing a landscape buffer, characteristic of the residential neighborhood.

On the Glenwood Street site, the two-story entrance will provide a visual landmark and a welcoming entry point. The Glenwood Street frontage will be a significant improvement over the existing building and an attractive enhancement for the new development proposed across the street (Varley’s property). The Glenwood Street entrance also includes a convenient drop-off area for young people using the facility, visible from the children’s waiting room. The current use of that location as the entrance to the KinderCampus will evolve to become a child-friendly community entrance for CCA, designed for safety and comfort.

As currently envisioned, the project site is designed to be permeable to pedestrians, allowing people to walk from Cache to Glenwood via several different routes, including one pathway between the parking lot and the building. Both the plaza and the park will provide public access and encourage public use.

- Downtown Enhancement: In general, the project will be designed as an important civic landmark for downtown Jackson. Functionally and architecturally, it will add to the vitality and uniqueness of the downtown area.

CCA will complement downtown lodging, restaurants, shops, galleries and other entertainment venues by offering people more opportunities to enjoy cultural activities in the downtown area. The positive relationship between arts facilities and downtown commerce has been demonstrated in many communities. The project will also serve to bring local residents to the downtown, providing a destination that appeals to local interests all year round.
This site is a crucial one in the context of downtown development. It offers a unique opportunity to create an important civic building in Jackson Hole, one that contributes to the identity of our community.

4. Parking Strategy

The purpose of the Preliminary Master Plan is to review proposed uses as opposed to regulatory requirements. However, we would welcome Town & County response to the general approach summarized below.

The current parking strategy utilizes the concept of shared parking, as recommended in the recent Fregonese parking study. It is expected that people who use this facility will park throughout the downtown area. For example, some theatergoers will be staying at downtown lodging facilities and will park at their rooms. Others will be eating at downtown restaurants before a show and will walk over from the restaurant. Also convenient to CCA users may be a new Town parking lot on the Millward Street property.

Likewise, we expect that CCA on-site parking will be used by people who are accessing the entire downtown area. Especially during the daytime peak shopping hours, CCA's on-site parking will frequently be used by people who are not necessarily participating in CCA programs. CCA's peak parking demand will be in the evening.

The current parking strategy includes three on-site parking areas:

(1) One hundred twenty (120) parking spaces in the parking lot along the north boundary of the property, adjacent to the Antler Motel. This parking lot is designed to take advantage of the 8-foot slope between Cache and Glenwood. A surface parking lot accessed from Cache Street could provide sixty (60) spaces. A lower level of parking could be accessed from Glenwood (also very nearly on ground level), providing an additional sixty (60) spaces. Access to the CCA buildings could be provided from both levels. There is no circulation between these two levels, thus allowing for an even distribution of traffic impacts between Cache and Glenwood.

(2) A small parking lot, providing 9 spaces in the northwest corner of the site. We are proposing that this area be designated as short-term parking for easy access to CCA for short visits. It will, thus, relieve the demand on the other parking lot.

(3) Through diagonal parking on Cache Street, 20-32 spaces could be provided. This could provide convenient access to downtown as well as to CCA, contribute to traffic calming and improve the pedestrian quality of S. Cache.

These three strategies would provide a total of 149-161 parking places on-site. There is a possibility of additional underground parking to meet general downtown needs.

Parking Demand: Parking demand will be reviewed as part of the formal permitting process. There are no specific guidelines in the existing LDR's. As part of our Sketch Plan submission, we will provide additional information about parking demands of similar projects in other communities.
5. Phasing Possibilities

A primary concern is to coordinate the development of this project with the facility needs of the Teton County School District, especially the timing of the relocation of the KinderCampus. CCA is working on a phasing plan that could allow construction of a Phase I to go forward while still accommodating the KinderCampus use. More details about the phasing plan will be submitted as part of our Sketch Plan application. By that date, the School District is expected to know more about their long-term facility needs.

6. Renovation Possibilities

CCA is continuing to explore the possibility of renovating the existing two-story structure, which is the newest part of the existing building. The analysis (including seismic concerns) will be completed prior to submission of the Sketch Plan. CCA’s preliminary site plan, submitted with this package, could thus change substantially if it is deemed advisable to renovate the existing two-story structure. However, the uses proposed for this facility are not expected to change, even if the renovation option is selected.

7. Conclusion

Overall, the goal of this project is to accommodate an ever-changing mix of complementary uses. The Community Center for the Arts will be a home for the diverse community of Jackson Hole, with a pattern of use that encourages creativity, collaboration and synergy.

The Community Center for the Arts believes it is important to emphasize that the site plan will continue to evolve before it is submitted for regulatory review, as part of our Sketch Plan application. As such, the preliminary site plan submitted with this package should be viewed as a work-in-progress. We welcome the Town & County’s input about this general approach at this early stage of the design process.
II. Site Plan & Other Graphic Information

Community Center for the Arts
SITE SURVEY
for
COMMUNITY CENTER FOR THE ARTS
lands of
TETON COUNTY SCHOOL DISTRICT NO. 1
LOCATED IN THE
NE1/4 NE1/4, SECTION 33, T41N, R116W, 8th P.M.
Town of Jackson, Teton County, Wyoming

B. Property Survey
Sheet 1 of 2
III. Appendixes

Community Center for the Arts
# Appendix A

## Building Program (DRAFT)

### Basement Level

<table>
<thead>
<tr>
<th>#</th>
<th>Area</th>
<th>Dimensions</th>
<th>Square Feet</th>
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<tr>
<td>1</td>
<td>Electrical</td>
<td>64 ft x 18 ft</td>
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<td>2</td>
<td>Mechanical</td>
<td>60 ft x 28 ft</td>
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<td>3</td>
<td>Darkroom</td>
<td>28 ft x 18 ft</td>
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<td>Storage</td>
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<td>Storage/Stage Floor Access 1</td>
<td>29 ft x 47 ft</td>
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<td>Storage/Stage Floor Access 2</td>
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<td>7</td>
<td>Orchestra Pit</td>
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### Level 1 (Lower level)

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<td>Ceramics Studio II</td>
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<td>Sculpture Studio</td>
<td>23 ft x 26 ft</td>
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<td>17</td>
<td>Lobby/Gallery</td>
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<td>18</td>
<td>Kid's Waiting</td>
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<td>19</td>
<td>Offices</td>
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<td>Shared Functions #2</td>
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<td>22</td>
<td>CCA</td>
<td>9 ft x 11 ft</td>
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<td>23</td>
<td>CCA</td>
<td>9 ft x 11 ft</td>
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<td>Cultural Council</td>
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<td>99 s.f.</td>
</tr>
<tr>
<td>25</td>
<td>Theater Company Office #1</td>
<td>9 ft x 14 ft</td>
<td>126 s.f.</td>
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<td>26</td>
<td>Theater Company Office #2</td>
<td>9 ft x 11 ft</td>
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<td>27</td>
<td>Theater Company Office #3</td>
<td>9 ft x 11 ft</td>
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<td>Visual Arts #1</td>
<td>9 ft x 11 ft</td>
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<td>29</td>
<td>Visual Arts #2</td>
<td>9 ft x 11 ft</td>
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<td>30</td>
<td>Visual Arts #3</td>
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<td>31</td>
<td>Visual Arts #4</td>
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<td>32</td>
<td>Dance Reception</td>
<td>19 ft x 12 ft</td>
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<td>Dance Office #2</td>
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<td>Dance Office #3</td>
<td>9 ft x 12 ft</td>
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<td>36</td>
<td>Jil Writers Conf. Office</td>
<td>19 ft x 11 ft</td>
<td>209 s.f.</td>
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<td>37</td>
<td>Living Room</td>
<td>19 ft x 11 ft</td>
<td>209 s.f.</td>
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<tr>
<td>38</td>
<td>Computer</td>
<td>14 ft x 28 ft</td>
<td>392 s.f.</td>
</tr>
<tr>
<td>39</td>
<td>One-on-One Tutor</td>
<td>12 ft x 8 ft</td>
<td>96 s.f.</td>
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<tr>
<td>40</td>
<td>Multi-purpose classroom</td>
<td>24 ft x 18 ft</td>
<td>432 s.f.</td>
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<tr>
<td>41</td>
<td>Temporary Costume Workshop</td>
<td>28 ft x 29 ft</td>
<td>812 s.f.</td>
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<tr>
<td>42</td>
<td>Video Screening and Editing</td>
<td>20 ft x 18 ft</td>
<td>360 s.f.</td>
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<tr>
<td>43</td>
<td>Video Storage</td>
<td>9 ft x 12 ft</td>
<td>108 s.f.</td>
</tr>
<tr>
<td>44</td>
<td>Conference</td>
<td>19 ft x 11 ft</td>
<td>209 s.f.</td>
</tr>
<tr>
<td>45</td>
<td>Graphic Art and Digital Film</td>
<td>28 ft x 18 ft</td>
<td>504 s.f.</td>
</tr>
<tr>
<td>46</td>
<td>Men's Restroom</td>
<td>10 ft x 18 ft</td>
<td>171 s.f.</td>
</tr>
<tr>
<td>47</td>
<td>Women's Restroom</td>
<td>10 ft x 18 ft</td>
<td>171 s.f.</td>
</tr>
</tbody>
</table>
### Appendix A

Building Program (DRAFT)

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Dimensions</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>49</td>
<td>Storage</td>
<td>28 ft x 28 ft</td>
<td>784 s.f.</td>
</tr>
<tr>
<td>51</td>
<td>Lower Level Lobby</td>
<td>Irregular shape</td>
<td>4,027 s.f.</td>
</tr>
<tr>
<td>52</td>
<td>Black Box Theater</td>
<td>40 ft x 42 ft</td>
<td>1,680 s.f.</td>
</tr>
<tr>
<td>53</td>
<td>Set Shop/Scn Shop/Cstn Wkshp</td>
<td>47 ft x 61 ft</td>
<td>2,987 s.f.</td>
</tr>
<tr>
<td>54</td>
<td>Main Stage</td>
<td>38 ft x 78 ft</td>
<td>2,964 s.f.</td>
</tr>
<tr>
<td>55</td>
<td>Large Theater (lower orchestra)</td>
<td>Irregular shape</td>
<td>1,209 s.f.</td>
</tr>
<tr>
<td>56</td>
<td>Private Dress. Rm. w/ W.C. #1</td>
<td>11 ft x 9 ft</td>
<td>99 s.f.</td>
</tr>
<tr>
<td>57</td>
<td>Private Dress. Rm. w/ W.C. #2</td>
<td>11 ft x 9 ft</td>
<td>99 s.f.</td>
</tr>
<tr>
<td>58</td>
<td>Private Dress. Rm. w/ W.C. #3</td>
<td>11 ft x 9 ft</td>
<td>99 s.f.</td>
</tr>
<tr>
<td>59</td>
<td>Private Dress. Rm. w/ W.C. #4</td>
<td>11 ft x 9 ft</td>
<td>99 s.f.</td>
</tr>
<tr>
<td>60</td>
<td>Men's Restroom</td>
<td>11 ft x 26 ft</td>
<td>286 s.f.</td>
</tr>
<tr>
<td>61</td>
<td>Women's Restroom</td>
<td>14 ft x 30 ft</td>
<td>420 s.f.</td>
</tr>
<tr>
<td>62</td>
<td>Stage Extension (ph. I space)</td>
<td>39 ft x 38 ft</td>
<td>1,482 s.f.</td>
</tr>
<tr>
<td>63</td>
<td>Stage Manager</td>
<td>8 ft x 10 ft</td>
<td>80 s.f.</td>
</tr>
<tr>
<td>64</td>
<td>Wardrobe</td>
<td>8 ft x 10 ft</td>
<td>80 s.f.</td>
</tr>
<tr>
<td>65</td>
<td>Costume Storage</td>
<td>15 ft x 10 ft</td>
<td>150 s.f.</td>
</tr>
<tr>
<td>66</td>
<td>Perf. Dress'g (M)</td>
<td>14 ft x 28 ft</td>
<td>392 s.f.</td>
</tr>
<tr>
<td>67</td>
<td>Perf. Dress'g (W)</td>
<td>14 ft x 28 ft</td>
<td>392 s.f.</td>
</tr>
</tbody>
</table>

### Level 2 (Main Level)

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Dimensions</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>70</td>
<td>Clubhouse/Dance Studio # 4</td>
<td>65 ft x 30 ft</td>
<td>1,950 s.f.</td>
</tr>
<tr>
<td>71</td>
<td>Restrooms</td>
<td>32 ft x 9 ft</td>
<td>288 s.f.</td>
</tr>
<tr>
<td>72</td>
<td>Kitchen</td>
<td>22 ft x 38 ft</td>
<td>836 s.f.</td>
</tr>
<tr>
<td>75</td>
<td>Dance Studio 1</td>
<td>38 ft x 56 ft</td>
<td>2,128 s.f.</td>
</tr>
<tr>
<td>76</td>
<td>Dance Studio 2</td>
<td>28 ft x 49 ft</td>
<td>1,372 s.f.</td>
</tr>
<tr>
<td>77</td>
<td>Dance Studio 3</td>
<td>28 ft x 49 ft</td>
<td>1,372 s.f.</td>
</tr>
<tr>
<td>78</td>
<td>Student Dressing (Girls)</td>
<td>39 ft x 18 ft</td>
<td>702 s.f.</td>
</tr>
<tr>
<td>79</td>
<td>Student Dressing (Boys)</td>
<td>19 ft x 18 ft</td>
<td>342 s.f.</td>
</tr>
<tr>
<td>80</td>
<td>Staff Dressing (W)</td>
<td>14 ft x 18 ft</td>
<td>252 s.f.</td>
</tr>
<tr>
<td>81</td>
<td>Staff Dressing (M)</td>
<td>11 ft x 18 ft</td>
<td>198 s.f.</td>
</tr>
<tr>
<td>82</td>
<td>Stretch</td>
<td>8 ft x 18 ft</td>
<td>144 s.f.</td>
</tr>
<tr>
<td>83</td>
<td>Space &quot;X&quot;</td>
<td>14 ft x 28 ft</td>
<td>392 s.f.</td>
</tr>
<tr>
<td>84</td>
<td>High Tech Conference Room</td>
<td>22 ft x 22 ft</td>
<td>484 s.f.</td>
</tr>
<tr>
<td>87</td>
<td>Large Theater (Upper Orchestra)</td>
<td>Irregular shape</td>
<td>2,310 s.f.</td>
</tr>
<tr>
<td>88</td>
<td>Main Lobby/Box Off./Bar</td>
<td>Irregular shape</td>
<td>4,423 s.f.</td>
</tr>
<tr>
<td>89</td>
<td>Projection/Sound/Light</td>
<td>20 ft x 11 ft</td>
<td>220 s.f.</td>
</tr>
<tr>
<td>90</td>
<td>Theater Classroom #1</td>
<td>19 ft x 28 ft</td>
<td>532 s.f.</td>
</tr>
<tr>
<td>91</td>
<td>Theater Classroom #2</td>
<td>19 ft x 28 ft</td>
<td>532 s.f.</td>
</tr>
<tr>
<td>92</td>
<td>Dance Studio 4</td>
<td>28 ft x 43 ft</td>
<td>1,204 s.f.</td>
</tr>
</tbody>
</table>
## Appendix A

### Building Program (DRAFT)

#### Level 3 (Upper Level)

<table>
<thead>
<tr>
<th>Code</th>
<th>Space Description</th>
<th>Dimensions</th>
<th>Area (s.f.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>95</td>
<td>Large Studio with Closets</td>
<td>28 ft x 44 ft</td>
<td>1,232 s.f.</td>
</tr>
<tr>
<td>96</td>
<td>Studio Classroom #1</td>
<td>28 ft x 20 ft</td>
<td>560 s.f.</td>
</tr>
<tr>
<td>97</td>
<td>Studio Classroom #2</td>
<td>28 ft x 19 ft</td>
<td>532 s.f.</td>
</tr>
<tr>
<td>98</td>
<td>Print Shop</td>
<td>28 ft x 28 ft</td>
<td>784 s.f.</td>
</tr>
<tr>
<td>99</td>
<td>Temp. Space &quot;X&quot;</td>
<td>28 ft x 18 ft</td>
<td>504 s.f.</td>
</tr>
<tr>
<td>102</td>
<td>WWHS Classroom #1</td>
<td>28 ft x 19 ft</td>
<td>532 s.f.</td>
</tr>
<tr>
<td>103</td>
<td>WWHS Classroom #2</td>
<td>28 ft x 19 ft</td>
<td>532 s.f.</td>
</tr>
<tr>
<td>104</td>
<td>WWHS Classroom #3</td>
<td>28 ft x 19 ft</td>
<td>532 s.f.</td>
</tr>
<tr>
<td>105</td>
<td>Large Theater Balcony Level</td>
<td>Irregular shape</td>
<td>1,982 s.f.</td>
</tr>
<tr>
<td>106</td>
<td>Upper Lobby</td>
<td>Irregular shape</td>
<td>821 s.f.</td>
</tr>
<tr>
<td>107</td>
<td>Restrooms (M)</td>
<td>14 ft x 18 ft</td>
<td>252 s.f.</td>
</tr>
<tr>
<td>108</td>
<td>Restrooms (W)</td>
<td>14 ft x 18 ft</td>
<td>252 s.f.</td>
</tr>
<tr>
<td>109</td>
<td>Music Practice Room #1</td>
<td>5 ft x 9 ft</td>
<td>45 s.f.</td>
</tr>
<tr>
<td>110</td>
<td>Music Practice Room #2</td>
<td>5 ft x 9 ft</td>
<td>45 s.f.</td>
</tr>
<tr>
<td>111</td>
<td>Music Practice Room #3</td>
<td>7 ft x 9 ft</td>
<td>63 s.f.</td>
</tr>
<tr>
<td>112</td>
<td>Music Recording Studio</td>
<td>34 ft x 18 ft</td>
<td>612 s.f.</td>
</tr>
<tr>
<td>113</td>
<td>Music Studio</td>
<td>37 ft x 43 ft</td>
<td>1,591 s.f.</td>
</tr>
<tr>
<td>114</td>
<td>WWHS Office</td>
<td>9 ft x 18 ft</td>
<td>162 s.f.</td>
</tr>
</tbody>
</table>

Total Net Area: 63,861 s.f.

Total Gross Area: 85,771 s.f.

Complete Project, Building Efficiency Factor: 1.34
Appendix B

PLANNING STUDIES COMPLETED TO DATE
Community Center for the Arts

Making A Place for the Arts in Jackson Hole

Prepared by the Arts Task Force under the auspices of the Community Foundation of Jackson Hole. The Arts Task Force included representatives of all Teton County non-profit arts organizations:

- Community Visual Arts Association
- Dancers’ Workshop
- Grand Teton Music Festival
- Jackson Hole Fall Arts Festival
- Jackson Hole Chorale
- Jackson Hole Community Band
- Jackson Hole Composer’s Alliance
- Jackson Hole Fine Arts Guild
- Jackson Hole Theater Company
- (and, earlier, the Actor’s Co-op)
- National Wildlife Art Museum
- Snake River Institute

Milestone: Beginning of collaborative planning for a community arts facility.

Needs Assessment

Prepared by Theater Projects Consultants and Harry Teague Architects for the Cultural Facilities Planning Board, a community-wide task force convened to study the need for an arts facility. More than 100 people were interviewed.

Cultural Facilities Planning Board

<table>
<thead>
<tr>
<th>Name</th>
<th>Representing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jean Adams</td>
<td>Community Foundation of Jackson Hole</td>
</tr>
<tr>
<td>Tonia Burnett</td>
<td>Wyoming Arts Council (Council member)</td>
</tr>
<tr>
<td>Bruce Hawtin</td>
<td>Architectural advisor</td>
</tr>
<tr>
<td>David Leavengood</td>
<td>Visual arts advisor</td>
</tr>
<tr>
<td>Manuel Lopez</td>
<td>JH Chamber of Commerce (Board member)</td>
</tr>
<tr>
<td>Jo Anne McFarland</td>
<td>Central Wyoming College (President)</td>
</tr>
<tr>
<td>Ann Noble</td>
<td>Wyoming Council of the Humanities (Chair)</td>
</tr>
<tr>
<td>Dan Provo</td>
<td>Arts Task Force (Exec Dir of the Wildlife Museum)</td>
</tr>
<tr>
<td>Peggy Prugh</td>
<td>Teton County School District</td>
</tr>
<tr>
<td>Mike Reed</td>
<td>Dance advisor</td>
</tr>
<tr>
<td>Sandy Shufrine</td>
<td>Teton County Commissioners</td>
</tr>
<tr>
<td>Michelle Sullivan</td>
<td>Arts Task Force (Exec Dir of the Snake River Inst.)</td>
</tr>
<tr>
<td>George Thompson</td>
<td>Teton County School District (Board member)</td>
</tr>
<tr>
<td>Susan Thulin</td>
<td>Arts Task Force (Exec Dir of Art Association)</td>
</tr>
<tr>
<td>Terry Yazzolino</td>
<td>Arts Task Force (Individual artist rep)</td>
</tr>
<tr>
<td>Jeff Woodruff</td>
<td>Music advisor</td>
</tr>
<tr>
<td>Doug Vogel</td>
<td>Theater advisor</td>
</tr>
<tr>
<td>Bill Westbrook</td>
<td>Mayor, Town of Jackson</td>
</tr>
<tr>
<td>Rob Williams</td>
<td>Legal Advisor</td>
</tr>
<tr>
<td>Scott Woods</td>
<td>Financial Advisor (Jackson State Bank)</td>
</tr>
</tbody>
</table>

Page 1
Assessment of Existing Community Facilities 1993

A survey of all existing facilities and meeting rooms (including size, availability, cost and equipment) carried out by Tracy Jacobson for the Arts Task Force.

Site Selection Analysis 1993

Detailed review of 22 sites carried out by the Cultural Facilities Planning Board.
Milestone: Selection of Cache/Glenwood site as preferred site for the Community Center for the Arts project.

Feasibility Study and Project Analysis 1994

Preliminary financial and programmatic analysis of Cache/Glenwood site.
Milestone: Cultural Facilities Planning Board agreed that project is feasible as proposed and recommended formation of a permanent non-profit organization, the Community Center for the Arts. (CCA was formed in 1995.)

Economic Impact Study of the Arts in Jackson Hole 1996

Study based on analysis of financial information from eight non-profit arts organizations to provide baseline information about the economic impact of the arts.

Architectural Program 1996

Initial building program based on interviews with all potential users, prepared by Harry Teague Architects

Architectural Program 1998

Initial building program was updated and refined.

Programming Report and Operations Financial Plan 1999

Profile of week-by-week use of each space included in the building program for year #3 and year #5 of full operations, including financial projections of revenues and costs based on these detailed use projections.

Fundraising Feasibility Study 1999

Interviews with a sample of prospective donors to test the feasibility of a capital campaign and to gather a cross-section of public opinion about the Community Center for the Arts concept.

Geotechnical Study 1999

A geotechnical study was carried out by Womack and Associates in August, 1999 assessing geology, soils, groundwater and seismic concerns of the site.
Appendix C

PRELIMINARY MANAGEMENT PLAN SUMMARY
Community Center for the Arts

1. The Community Center for the Arts is responsible for management of the facility. CCA will be responsible for scheduling use of the facilities and adopting policies governing such use.

2. CCA will sub-lease space, on a long-term basis, to the Art Association, Dancers' Workshop and the Performing Arts Company of Jackson Hole. The duration and terms of these sub-lease agreements will conform to CCA's lease with Town & County. Each of these organizations will be responsible for managing its own facilities and running its own programs. These three organizations are primary partners of CCA.

3. CCA also intends to sub-lease office space to the Cultural Council of Jackson Hole, the Jackson Hole Writers Conference and other non-profit arts and cultural organizations as space may be available.

4. CCA will also provide space for Western Wyoming High School on a long-term lease basis if the Teton County School District so desires.

5. Shared spaces will be available to community groups and the general public on a user fee basis. Users may schedule regular use or one-time-only use, as they prefer.

6. In cooperation with CCA's partner organizations, a set of policies will be formally adopted to guide scheduling of shared spaces, dispute resolution, joint marketing and fundraising and other management issues. These policies are currently being developed in collaboration with CCA's partner organizations.

7. A Financial Operations Plan has been developed and will continually be refined as part of the design process. The Operations Plan is intended to assure that the use of CCA facilities will be efficiently managed, broadly accessible and affordable over the long term, both for leasehold partners (such as the Art Association, Dancers' Workshop and the Performing Arts Company) and for all other users.

8. Assuming affordable user fees, it is expected that the operating costs of the facility will exceed revenues. This gap in revenues will be met through an Operating Endowment and other annual fundraising. The Operating Endowment is intended to be the primary means of subsidizing user fees.

9. There will be a range of user fees for non-profit vs. for-profit users.


11. The Financial Operations Plan also includes sufficient staff to provide a high level of management and maintenance services.
Appendix D

BACKGROUND INFORMATION
THE COMMUNITY CENTER FOR THE ARTS

Board of Directors & History

BOARD MEMBERS

Bill Schwartz, Chairman
Bruce Hawtin, Vice-Chairman
Liz Finegan, Secretary
Ann Frame, Treasurer
Julie Bratspis
Steve Dynia
Charisse Haws
Lokey Lytjen
Bob Moeller
August Spier
Emily Stevens
Jean-Louise Thieme
Rob Williams

STAFF

Candra Day, Project Coordinator
Mary Carparelli, General Manager

HISTORY of the COMMUNITY CENTER FOR THE ARTS

1991 The Community Foundation of Jackson Hole convened a meeting of all the arts groups to discuss common goals.

1992 As a result, the Arts Task Force was formed by non-profit arts organizations to address common goals, including the need for adequate and secure community arts facilities. The Arts Task Force carried out the Arts Collaborative Planning Project.

1992 Operating under the auspices of the Community Foundation, the Arts Task Force convened the Cultural Facilities Planning Board, a group representing broad community interests, to carry out feasibility studies for a community arts center.

1993 Members of the Arts Task Force unanimously agreed to form a permanent organization, the Cultural Council of Jackson Hole, to carry out collaborative projects and programs. The Cultural Council was incorporated as a non-profit, 501(c)(3) organization. Planning for facilities continued.
1994 Following two years of research, the Cultural Facilities Planning Board decided that the project was feasible as proposed and recommended the formation of a permanent organization to plan, develop and manage a community arts center for downtown Jackson. The Cache/Glenwood site was selected as the preferred site.

1995 The Community Center for the Arts was formed as a non-profit, 501(c)(3) organization and began work toward securing a site and refining the plans for a community facility.

1995 Teton County School District completed a Facilities Plan which included vacating the Old High School site on Cache and Glenwood.

1996 The Community Center for the Arts submitted an application to Town & County for Capital Facilities Tax support, requesting support for securing the Cache/Glenwood site. A recommendation was made by the Capital Facilities Task Force and approved by the Town & County which included transfer of the site to Town & County ownership for use by CCA.

1997 Capital Facilities Tax approved by voters.

1998 Transfer and Use Agreement for the Cache/Glenwood site was unanimously adopted by Town, County and the Teton County School District.

1998 Resolution unanimously adopted by Town & County approving CCA use of Cache/Glenwood site.

1998 Selection of Harry Teague Architects as lead architects for the project and Carney Architects as Associated Architects.

1998 Approval of the Option to Lease Agreement by Town & County.

1999 Completion of Fundraising Feasibility Study


1999 Development of Preliminary Master Plan and Site Plan.

2000 Submission of the Preliminary Master Plan to Town & County.
MEMORANDUM OF UNDERSTANDING
Community Center for the Arts

June 8, 1999
Final Draft
Memorandum of Understanding
Community Center for the Arts
PO Box 860
Jackson, Wyoming 83001
734-8956

Corrected as per Joint Planning Board meeting of 6/01/2000

This Memorandum of Understanding describes the process of review and approval of the “Preliminary Master Plan” for the Community Center for the Arts (CCA) project, as required by the Option to Lease Agreement between CCA, the Town of Jackson and Teton County (page 3, paragraph 3(iii)).

Since the Preliminary Master Plan is not defined by the Option to Lease Agreement nor by the Land Development Regulations, this Memorandum of Understanding defines both the content of the Preliminary Master Plan submission and the process for its review and approval by Town & County.

I. Overview of Preliminary Master Plan

In the Option to Lease Agreement, the intent of the Preliminary Master Plan is to give Town & County, acting as landlord, an opportunity to review proposed uses for the property, a review which may be above and beyond the requirements of the Land Development Regulations.

The Preliminary Master Plan precedes the submission of the Sketch Plan for this project. The Sketch Plan will be the first step in the formal permitting process with the Town of Jackson. Since the Preliminary Master Plan review should not duplicate nor prejudice the Sketch Plan public review process, the purpose of the Preliminary Master Plan review is to provide an opportunity for the Town & County to generally review the proposed uses for the Glenwood property. All the details of the development proposal will be reviewed at a later date, in conjunction with CCA’s Sketch Plan submission.

Approval of the Preliminary Master Plan will give CCA assurance that the Town & County, acting as landlord, accept the proposed uses and general approach to the project. It is understood that details of the site plan may change as the project moves forward through the formal permitting process.
II. Elements of CCA's Preliminary Master Plan Submission

The following items will be included in the Preliminary Master Plan submission:

A. NARRATIVE
   I. Introduction
      A. Purpose of Preliminary Master Plan
      B. Brief History of Project

   II. Overview of Project
      A. Architectural Program Summary (includes square footage data)
      B. Description of Proposed Uses
      C. Parking Strategy
      D. Relevant Dimensional Criteria
      E. Phasing Possibilities
      F. Neighborhood Compatibility

B. SITE PLAN AND OTHER GRAPHIC INFORMATION
   I. Neighborhood Map
   II. Property Survey
   III. Site Plan (location of proposed uses shown in footprints)
   IV. Conceptual Landscape Plan
   V. Engineering Drawings (as available)

C. APPENDIX
   I. Needs Assessment Study (completed in 1993)
   II. CCA Management Plan Summary
   III. Engineering and Geotechnical Reports

CCA requests that the Town Council and the Board of County Commissioners review this outline at their earliest opportunity and notify CCA by June 30, 1999 if they would like to revise this outline.

Otherwise, the information described in this outline will be considered a complete Preliminary Master Plan for purposes of fulfilling the Option to Lease Agreement requirement.
III. Review Process and Estimated Timeline for CCA’s Preliminary Master Plan

August, 1999
Submission of draft to Town & County Planning Directors for preliminary comments and suggestions

By September 10, '99
Community Open House
Informal presentation of concept to community by CCA

By September 15, '99
Submission of Preliminary Master Plan to Town & County by CCA

Thereafter, as soon as possible:
Workshop Review by Joint Planning Commissions
Purpose: Opportunity for JPC to make comments for elected officials’ consideration

Review by Joint Planning Board

Approval by Joint Planning Board

Following approval of the Preliminary Master Plan by the Joint Planning Board, acting as landlord, the next step will be CCA’s submission of a Sketch Plan development application and Conditional Use Permit application to the Town of Jackson.

Upon the Town’s approval of CCA’s Sketch Plan and Conditional Use Permit, the next step will be a Final Development Plan submission to the Town.

Upon the Town’s approval of CCA’s Final Development Plan, CCA will be eligible to apply for a Building Permit.

Finally, as part of the Preliminary Master Plan review, the Joint Planning Board will clarify the County’s role in the review process, including a courtesy review by the Teton County Planning Commission.
Appendix F

OPTION TO LEASE AGREEMENT
Community Center for the Arts
AGREEMENT

This Agreement is effective on the date set forth below by and between COMMUNITY CENTER FOR THE ARTS ("CCA"), a Wyoming non-profit corporation and the TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING and THE BOARD OF COUNTY COMMISSIONERS OF TETON COUNTY, WYOMING, (collectively referred to herein as the "Landlord").

RECITALS

A. Teton County School District No. 1 ("the School District") presently owns a parcel of land known generally as "the Glenwood Property", which is bordered by Glenwood Street to the west and Cache Street to the east, consisting of a portion of the lots constituting Block Number One of the Second Ward Addition in the Town of Jackson. The Glenwood Property is more particularly described in the legal descriptions attached hereto as Exhibit "A".

B. The School District has constructed various improvements on the Glenwood Property consisting generally of buildings and structures ("the School District Improvements").

C. The School District intends to convey the Glenwood Property to Teton County ("the County") and the Town of Jackson ("the Town") in order that the Glenwood Property can be used and/or developed for public purposes, including but not limited to use of a substantial portion thereof for a community civic and cultural center and auditorium. In that regard, the School District has entered into a Transfer and Use Agreement with the Town and County dated January 27, 1998.

D. The Town and County intend to join together, possibly with the Wyoming Arts Council, under an agreement provided for in W.S. § 15-1-101 and W.S. § 15-1-102 et seq. to form the Jackson Hole Civic Center Joint Powers Board for the purpose of managing, developing, constructing and using all or such portion of the Glenwood Property as shall be approved by them as a civic center, auditorium and community center, including substantial facilities at which artistic and cultural activities, including music, theater, visual arts, dance and allied arts and crafts, may be studied and presented in order to provide opportunities for education, participation and entertainment for the citizens of the community.
E. The Landlord does not have sufficient funds to provide for the operation, administration, management, development, improvement, maintenance and upkeep of the Glenwood Property.

F. CCA is a private, not-for-profit 501(c)(3) corporation created for the purpose of financing and building a community civic and cultural center and support facilities related thereto and providing day to day management and administration for the cultural and performing arts facilities on the Glenwood Property. CCA is uniquely able to provide consultation and expertise in the design of facilities improvements and programs related to a public cultural, artistic and fine arts center and to solicit and procure substantial private and public donations, gifts and grants for the purpose of financing significant improvements to the Leased Premises and for the purpose of creating and administering an endowment fund for the future operations, maintenance and upkeep of the civic, cultural and performing arts facilities on the Glenwood Property.

G. Subject to certain other leases concerning the Glenwood Property described below, Landlord wishes to grant CCA an option to lease portions of the Glenwood Property (i) in order to facilitate the financing and building of a community civic and cultural center and amenities related thereto on the Glenwood Property, and (ii) in order to provide for the day to day management and administration of those portions of the Glenwood Property utilized for auditorium, cultural, performing and fine arts purposes.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein and the consideration given, Landlord hereby grants to CCA an exclusive right and option to lease the portions of the Glenwood Property, described as the Option Property below, on the following terms and conditions:

1. Option Property. The Optioned Property is described on the sheet attached hereto marked Exhibit "B". This property shall be subject to modification at the time of the approval of the preliminary Master Plan referred to herein, and shall, then, be described on a revised Exhibit "B" to be appended hereto.

2. Time of Exercise of Option. On or before the conveyance of any portion of the Glenwood Property to Landlord, the School District may reserve a lease of a portion of the Glenwood Property for its own purposes and may, in accordance with the Transfer and Use Agreement, require that certain other agencies be provided with leases of other portions of the

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Glenwood Property. The option to lease granted to the CCA shall be effective and exercisable only as to those portions of the Glenwood Property not encumbered by such leases initially, at the time of conveyance to Landlord, and, thereafter, shall be exercisable at the time of their subsequent expiration or cancellation, provided they are within the area of the Master Plan approved by the Landlord. Accordingly, it is understood that CCA will have a "rolling option" to lease portions of the Glenwood Property as they become available for lease, with the description of the actual parcel leased (the "Leased Premises") subject to change by the incorporation of additional portions of the Glenwood Property.

3. Conditions of Right to Exercise. CCA's right to exercise its option, in whole or in part, at any given point-in-time, shall be conditioned upon the following:

(i) CCA is, at the time of exercise, a valid 501(3)(c) tax exempt organization in good standing in the State of Wyoming;

(ii) within 12 months after the execution of this agreement, CCA shall have raised at least $75,000 for the cost of preparing a facilities needs and utilization analysis and preliminary master plan for the development of all of the option property (preliminary "Master Plan") for its entire civic center, artistic and cultural facilities project by a qualified consultant or architect;

(iii) within 18 months after the execution of this agreement, CCA shall have submitted and, after a public hearing thereon, have obtained Landlord's approval of the facilities needs and utilization analysis and preliminary Master Plan for the proposed development of the Glenwood Property, in accordance with the provisions of paragraph 8 below;

(iv) within 24 months after the execution of this agreement, CCA shall obtain regulatory Sketch Plan approval from the Town for development of the Leased Premises consistent with the approved preliminary Master Plan;

(v) The School District conveys the Glenwood Property to the Town and County (subject to any reserved lease arrangements with others that are specified by the District)

4. Manner of Exercise. Immediately after the conveyance by the School District of any portion of the Glenwood Property unencumbered by any lease to another party, or upon the expiration, cancellation or
abandonment of any prior lease, Landlord shall notify CCA in writing of the availability of the affected portion of the Glenwood Property that is subject to this option. Within 60 days after delivery of such notice, CCA shall give Landlord written notice of its election to exercise its option to lease all or any part of the available property; provided that, if such conveyance occurs within the time periods set forth in sections 3(ii), (iii) and (iv) above, the exercise period shall be extended to 60 days after the expiration of such periods. Failure to so notify the Landlord of such exercise shall cause the option to lapse and expire as to such available portion.

Notwithstanding anything herein contained, CCA shall exercise its options in such manner that the Leased Premises is reasonably compact and contiguous and addresses the need for sufficient parking to accommodate all of its proposed uses.

5. Term of Lease: The term of this lease, as to an affected portion of the Glenwood Property, will commence thirty (30) days after the exercise of its option to lease an available parcel by the CCA. It is contemplated that various portions of the Glenwood Property may have different dates of commencement, extension, renewal or expiration of the lease term, depending upon their dates of availability and exercise of CCA's option rights, and the extensions or renewals set forth below.

The initial lease term, as to any portion of the Glenwood Property comprising a part of the Leased Premises upon which CCA has exercised its option, shall be two (2) years after commencement of the initial lease term, subject to extension for a longer term in the manner specified below. If not so extended, the lease as to each affected parcel shall automatically renew annually thereafter for periods of one (1) year each, unless either party gives written notice of its election not to renew the lease of such parcel at least 60 days before the anniversary of the commencement of the lease.

6. CCA Extensions of Lease Term for Development. If CCA materially advances toward design of an approved final Master Plan for development of all of the prospective Leased Premises and procures the financing, permitting and construction of any of the Main Building Improvements, as defined below, within the Master Plan, the lease term(s) may be extended, at the election of CCA, for an additional periods, as follows:

(i) The lease term(s) for any portion of the Leased Premises for which CCA has previously exercised its option may be extended, at the
election of CCA, for an additional period of two (2) years if, during the initial two (2) year term of the lease after the initial exercise of its option, CCA has obtained Landlord’s approval of the final Master Plan for the Leased Premises, and if it has received the Final Development Plan approval from the Town in accordance with its Land Development Regulations.

(ii) The lease term(s) for any portion of the Leased Premises for which CCA has previously exercised its option may be extended for a further additional period of one (1) year if, during the previous four (4) year period, CCA has obtained all necessary building permits from the Town to construct a Main Building Improvement, as defined below, upon such leased parcel, and provided Landlord with satisfactory assurances that it has adequate funding to complete the construction and will have the necessary means to provide maintenance, operation and upkeep of the constructed improvements.

(iii) The lease term(s) for any portion of the Leased Premises for which CCA has previously exercised its option may be extended for a further additional period of the greater of one (1) year or the date of completion if, during the previous one (1) year period, CCA has commenced construction of the approved Main Building Improvement(s) and is diligently pursuing completion of such improvement(s).

(iv) As to any portion of the Leased Premises that CCA has procured the construction of a Main Building Improvement, the lease term shall be extended to 30 years after the completion of such construction of such improvement; subject to automatically renewals thereafter for periods of three (3) years each, unless either party gives written notice of its election not to renew the lease of such parcel at least 90 days before the expiration of the prior term of the lease.

(v) Notwithstanding the foregoing, upon the expiration of the 30 year term, CCA may extend the term of its lease for an additional period of 15 years if it actually pays rent to the Landlord, in an amount to be established by the Landlord, that is no less than the minimum legally permissible rental, taking into consideration all of the facts and circumstances at that time.

A “Main Building Improvement” for purposes of this clause shall be defined as a separate building improvement contemplated in the approved Master Plan (as it may have been modified from time to time with the
approval of Landlord) having a cost in current dollars of at least One Million Dollars ($1,000,000) (which amount shall be adjusted for inflation).

7. **Rent.** In general, CCA's rental obligations under this lease shall consist of providing day to day management and administration of the public facilities on the Glenwood Property as well as soliciting and attempting to obtain substantial grants, gifts and donations for the purpose of constructing valuable public improvements on the Glenwood Property ultimately to be utilized as a civic and cultural center and incidental support facilities related thereto.

Except for the provisions set forth that contemplate the actual payment of rent, the other extended term(s) of lease as to portions of the Leased Premises shall be in consideration of the payment of fair rental in the form of the CCA having procured the financing, design and construction of a Main Building Improvement of a public nature and for public use, and is reasonably necessary in order for the CCA to expend such efforts and obtain donations for the purpose of financing the construction and upkeep of such building improvements, all of which is of definable benefit to the citizens of the Town and County.

8. **Required Approvals.** The general site plan, configuration and the general uses and internal functions of building improvements to be constructed on the Leased Premises by CCA will be identified in the preliminary and final Master Plan. Such Master Plan as well as the general architectural appearance of such improvements must be approved by the Landlord as a purely discretionary matter, acting as a prudent steward of its public property, in addition to any required regulatory approvals by the Town for sketch plan, development plan, building or other permits or approvals.

Landlord agrees that it will promptly review and consider and, after a public hearing, act upon all requests for approval submitted by CCA, including requests for approval of the preliminary Master Plan, final Master Plan, or any amendments thereto, as well as approval of the general architectural appearance of specific improvements. In the event, after approval by the Landlord of the preliminary or final Master Plan, the Town's approval of the Sketch Plan or final Development Plan requires modifications which, in the determination of the Town's Mayor and the Chairman of the County Commission, are not substantial and do not materially alter such previously approved master plan, additional approvals shall not be required by the Landlord.
CCA acknowledges that the Joint Powers Agreement forming the Jackson Hole Civic Center Joint Powers Board may require the separate approval of each of the governing bodies of the Town and County prior to any approval by the Board of the Master Plan.

In order to permit CCA and its professional design consultants and prospective donors a reasonable degree of freedom in subjective design matters and to avoid unnecessary delays in the design, approval, financing and development of building improvements, the parties agree that Landlord’s approval of such building improvements will not be unreasonably withheld, and that any denial of approval of any submission regarding the general architectural appearance of specific building improvements shall require a vote of 66% of the members of the Board of the Landlord casting a vote on the matter.

9. Conditions to Demolition or Construction of Improvements. No demolition or removal of existing School District Improvements nor any commencement of construction on new building improvements shall occur unless and until CCA provides acceptable proof of the immediate availability of necessary funds for the proposed construction and adequate assurances that the proposed construction will be completed in accordance with the approved plans. Any such demolition and construction activities shall be performed in such a manner as to not unreasonably interfere with the leasehold rights of any other tenant of the Glenwood Property.

10. Authorized Uses of Leased Premises. The Leased Premises and all improvements are public property, held in trust by the Landlord for the benefit of the citizens of the community and the State of Wyoming. Accordingly, the Leased Premises shall at all times be utilized solely for legally permissible public purposes, and shall be kept open to and made available to the public and may not be utilized for the financial benefit of any private party, group, business or organization, as prohibited by law. Generally the Leased Premises shall be used for the study and presentation of performing and fine arts and developing public interest and participation therein, or for public auditorium, civic center and community meeting facilities purposes in conjunction with governmental or educational agencies or community organizations. The authorized uses are limited to the following:

a. Artistic and cultural activities, including music, theater, and dance production; and exhibitions of fine art;
b. Activities related to allied arts and crafts such as photography, literature, creative writing, poetry, films, television, radio, sound recording, costume and fashion design, textiles, ceramic design and folk art;

c. Administrative and support facilities for non-profit tax exempt organizations that provide education and instruction and promote, stimulate and encourage public interest in the arts and cultural matters;

d. Educational seminars and classes, public forums, and events, meetings, conferences, debates, films and speeches;

e. Approved Fund-raising events for non-profit tax exempt organizations serving the public of Teton County, Wyoming;

h. Sales of merchandise and/or food items incidental to the activities occurring within the Leased Premises, such as:

(i) concession-type snack food and drink items customarily associated with similar facilities, such as soft drinks, cookies, candy and baked goods etc.;

(ii) promotional and/or commemorative gift items customarily associated with similar facilities, such as T-shirts, pins, programs souvenirs, recordings, photographs/videos, etc.;

(iii) supplies needed for classes or activities at the leased property that are not generally available from local merchants;

j. An annual Arts Fair not to exceed three weekends per year, with appropriate Town approvals;

k. such other activities as are expressly approved in advance by the Landlord from time to time, after receiving public comment thereon.

It is the general intent of this Lease to authorize the use of the Leased Premises for legally permissible public purposes and not for private profitable use by any individual or organization and to limit the extent to which the Leased Premises can be used to directly compete with retail merchants engaged in the same or similar activities. CCA agrees that Landlord may periodically review the uses of the Leased Premises to insure that unauthorized or legally impermissible uses are not occurring on the Leased Premises and CCA will cooperate with such reviews by
providing Landlord with all information reasonably necessary for such reviews.

Since no person, group or organization may unlawfully benefit financially from the operations and activities upon the Leased Premises and all revenues generated thereon shall be used solely for the maintenance, upkeep, management and improvement of the Leased Premises, and the Leased Premises must be made available for the beneficial use and enjoyment of the general public for the purposes set forth herein, the Landlord shall be entitled to, at least annually, approve in advance, in general concept, the program of rents, admissions, fees and charges proposed to be collected by CCA to insure that the Leased Premises are being used in accordance with the law and the terms hereof.

Since the Glenwood Property and all of its facilities are and shall remain public property providing service to and use by the citizens of the community, and available for public use and enjoyment, the Landlord shall be entitled to, at least annually, approve in advance, the proposed general program of scheduling or uses of the Leased Premises by CCA, as being in accordance herewith and lawful sublessees, uses and activities. Nevertheless, it shall not be the role of Landlord to dictate scheduling preferences or priorities as between authorized and lawful sublessees, uses and activities.

11. Prohibited Uses of Premises. Unless expressly authorized under paragraph 10, all other uses shall be prohibited. Specifically, in furtherance of the foregoing and in keeping with the public ownership of the Glenwood Property and its facilities, the following uses shall always be prohibited:

i. Any "for-profit" activities except as expressly permitted in paragraph 10 above or otherwise by the Landlord, or any activities in which any individual receives any payment or consideration for services or goods over and above the usual amounts which may lawfully be paid by the Landlord for similar services if it was operating the leased premises for the same legally permissible activities (for example - payments made to theatrical companies or musical artists making presentations at the leased premises).

ii. The regular use of the leased premises as a studio by private artists who sell their works created on the Leased Premises on or off the leased premises may be considered prohibited "for-profit" activities; however, appropriately limited use for artists-in-residence, travelling...
artists, or artists who reasonably require use of such premises to engage in substantial and continuous educational programs may be permitted.

iii. Any use of the Leased Premises that would be in violation of law, regulation or ordinance;

iv. Commercial activities and/or merchandising except as expressly permitted in paragraph 10 above or otherwise by the Landlord after conducting a public review;

12. Taxes. To the extent any taxes are charged with respect to the Leased Premises and are not exempt from taxation under W.S. §39-1-201 (a) xxvii, CCA will be responsible to pay such taxes when due.

13. Termination. Landlord may terminate this lease for any of the following reasons:

i. CCA ceases to exist or becomes bankrupt or insolvent and incapable of performing the day to day management and administration of the leased premises in a manner reasonably acceptable to Landlord;

ii. CCA fails to materially comply with any of its other obligations hereunder and fails to cure such default within a reasonable period of time (considering the nature of the non-compliance and the acts necessary to cure) after receipt of written notice by Landlord;

iii. CCA repeatedly fails to materially comply with the terms of this agreement and it shall be necessary for Landlord to give CCA three (3) or more notices of such default during any calendar year, whether cured thereafter or not;

In the event Landlord lawfully terminates this Lease and CCA has constructed at least some of the improvements called for under the master Leased Premises plan, the parties will negotiate in good faith concerning arrangements to allow CCA's approved subtenants to continue to use the improvements constructed by CCA on a fair and equitable basis.

14. Subleasing. CCA may not sublease, grant any concessions, or permit any other fixed or regular occupancy or activities or uses to be made of the leased premises by any other person, or organization without the prior written approval of Landlord. Generally, CCA may only sublease or rent space within the Leased Premises to (i) other non-profit tax exempt organizations dedicated to promotion of performing and fine arts and allied

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fields, (ii) individual artists and arts groups on a temporary basis so long as any for-profit activities of such individuals or groups are incidental to performances, exhibits, or educational activities occurring within the leased premises, and (iii) other entities dedicated to the arts or education.

15. **Surrender.** Upon the termination of this Lease, or any renewal thereof, CCA shall quit and surrender the premises in as good condition and repair as it is at the date of the commencement of this Lease, reasonable wear and tear excepted, together with all alterations, interior decorations, additions and improvements that may have been made in, to, or upon the premises, excepting moveable furniture and moveable trade fixtures. All property and improvements of CCA not removed at the termination of this Lease shall be deemed abandoned by CCA and shall become the property of the Landlord. Additionally, upon termination of this lease, CCA shall provide Landlord all architectural and engineering drawings, plans and specifications related to the Leased Premises and such shall become the property of Landlord.

16. **Alterations and Improvements.** No material alteration, addition, or improvement to the School Districts Improvements, and, after construction of any Main Building Improvements no material alteration, addition, or improvement to the Leased Premises in excess of $100,000, shall be made by CCA without the prior written approval of Landlord. The issuance of permits by the Town shall not constitute authority for CCA to proceed with such improvements without any further approval being required hereunder. Any alteration, addition, or improvement made by CCA after such consent shall have been given, and any fixtures installed as part thereof, shall become the property of Landlord upon the expiration or other sooner termination of this Lease, except for movable furniture and movable trade and theater fixtures (e.g. lighting, sound, and other similar equipment) which shall remain the property of CCA or its subtenants.

CCA shall keep the Leased Premises and the improvements thereon free and clear of all liens arising out of or claimed by reason of any work performed, materials furnished or obligations incurred by or at the instance of CCA, and indemnify and save the Landlord and the premises and the building harmless of all such liens or claims of lien and all attorney's fees and other costs and expenses incurred by reason thereof.

17. **Repair and Maintenance.** CCA shall, during the term of this Lease and any extension thereof at, its sole expense, keep the Leased Premises and all improvements thereon in good order and repair, reasonable wear and tear and damage by accidental fire or other casualty excepted. CCA
shall maintain all portions of the Leased Premises in a clean and orderly condition.

CCA shall give to the Landlord prompt written notice of any accident, or any defects in the Leased Premises that may come to CCA's notice.

18. Utilities. CCA shall pay all costs of installation and use for any and all utilities which are utilized by CCA in connection with CCA's use and occupancy of the Leased Premises. CCA shall not be responsible for utility charges associated with non-CCA leases or tenants.

19. Right of Entry. Landlord or its agents shall have the right to enter the Leased Premises at reasonable times upon reasonable notice to CCA in order to examine the Leased Premises.

20. Insurance. CCA will obtain and keep in force during the term hereof and any renewal term, a comprehensive general liability insurance policy in an amount deemed sufficient by the Landlord up to a combined single limit for bodily injury and property damage of $1,000,000 per occurrence and $2,000,000 aggregate during the initial term of this Lease. Periodically, Landlord may require an increased amount of insurance based upon changes in relevant cost of living indexes. Landlord as well as Town and County shall be named as an additional insureds under such policy. CCA shall deposit with the Landlord certificates of all such insurance policies obtained at or prior to the commencement of the term of this Lease, and copies of all insurance policies obtained at any time thereafter during the term of this Lease. All such policies, including said policies referred to immediately above, shall provide that the same may not lapse or be canceled without at least thirty (30) days prior notice to Town and County.

In the event that CCA shall fail to deliver to the Landlord certificates of all such insurance obtained, or copies of policies thereof, Landlord may cause such insurance to be issued and bills for the premiums therefor shall be rendered by the Landlord to CCA, and may be charged by the Landlord as rent due and payable immediately under this Agreement.

CCA agrees that, in addition to the requirement of any insurance carrier pursuant to the foregoing insurance policies, CCA shall, immediately, cause a full and complete report to be made of any and all injuries or accidents upon the Leased Premises upon forms submitted to CCA by the Landlord for that purpose and shall, further, notify the Landlord, immediately of any such injury or accident.

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Landlord CCA will also obtain and keep in force during the term hereof and any renewal term, casualty insurance in an amount not less than the replacement cost of the improvements located on the Leased Premises. Landlord, Town and County shall be named as additional insureds under the casualty policy. In the event of damage to or destruction of the improvements located on the Leased Premises, the Landlord and CCA agree to apply the proceeds of such insurance to the repair of such damage or to the reconstruction of the improvements.

21. Damage To Premises. If any of the District Improvements or CCA Improvements on the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other calamity, such damage shall be repaired to the extent reimbursed by the insurance maintained on the Leased Premises.

22. Indemnification. CCA shall indemnify the Landlord, including the Town and County, and save them harmless from and against any and all claims, actions, damages, liability and expenses, including legal fees and costs, in connection with any matter arising out of the use or development of the Leased Property, including, but not limited to the loss of life, personal injury, or damage to property occurring on the Leased Premises, so long as the same were not proximately caused by the acts of the Landlord, Town or County or their contractors, agents, employees, or servants.

23. Tenant's Property.

i. CCA shall be responsible for and shall pay before delinquency, all municipal, county or state assessments during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by CCA.

ii. The Landlord shall not be liable for any damage or loss to property of CCA or of others located on the Leased Premises by theft or otherwise. The Landlord shall not be liable for any damage caused by other tenants or persons in the Leased Premises, occupans of adjacent property or the public. All property of CCA or its subtenants kept or stored on the Leased Premises shall be so kept or stored at the risk of CCA.

24. Assignment. CCA shall not assign, mortgage, hypothecate, transfer or otherwise encumber this Lease or any interest therein, without the written consent of the Landlord in each instance. It is possible that the Town of
Jackson and Teton County will convey the Leased Premises to the Jackson Hole Civic Center Joint Powers Board or, at least, assign to it certain of the tasks of overseeing, managing and supervising the development, construction and operation of the facilities by CCA.

25. **Holding Over.** Should CCA hold possession hereunder after the expiration of the lease term and renewal lease terms thereby created with the consent of the Landlord, CCA shall become a tenant on a month-to-month basis upon all the terms, covenants and conditions herein specified unless otherwise agreed in writing.

26. **Memorandum of Lease.** The parties agree to execute a memorandum of this agreement of lease to make the existence of this lease a matter of public record in Teton County, Wyoming.

27. **Notice.** All notices, demands or other writing in this Lease provided to be given, made or sent by either party hereto to the other shall be deemed to have been fully given, made or sent when made in writing to the party for whom it is intended and delivered personally or by fax, courier service or deposited in the United States mail, certified or registered and postage prepaid and addressed to such addresses that shall be designated and/or customarily used by Landlord and CCA.

28. **Right of First Refusal.** In the event that the Landlord desires to sell all or any part of the Leased Premises during the term or any renewal thereof, CCA shall, if it is not currently in default, have a right of first refusal to purchase such property by matching the price and terms of any bona fide offer for the purchase of such property which the Landlord desires to accept. The Landlord shall give CCA written notice of any such offer, and CCA shall have 90 days after notice thereof within which to elect to exercise CCA's right of first refusal. CCA shall exercise CCA's right of first refusal by giving the Landlord written notice of such election. The purchase shall be closed within 120 days after CCA gives notice of CCA's exercise, upon a date agreed upon by the parties. In the event that the parties cannot agree upon a date for closing, the closing shall be held at CCA's office, on the 121st day following CCA's exercise of CCA's right of first refusal. If such date falls on a weekend or a holiday the closing shall take place on the next business day thereafter. CCA shall receive a credit against the purchase price in the amount of the actual costs incurred by CCA in constructing the CCA improvements located on the property which is the subject of the right of first refusal, minus the fair market rental of that portion Leased Premises for the period the lease was in effect.
29. Construction of Lease. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against either the Landlord or CCA. Paragraph headings in this Lease are for convenience only and are not to be construed as a part of this Lease or in any way defining, limiting, or amplifying these provisions.

30. Artistic Content. All decisions concerning artistic content inside the Leased Premises will be made by CCA. However, CCA agrees that outdoor artistic displays on the Leased Premises will be subject to review and approval by a committee comprised of community members to be designated by the Landlord in consultation with Board of Directors of CCA.

31. Mediation / Arbitration. Any disputes arising from or out of this lease or the use of the Leased Premises by CCA or others will be resolved according to the following procedures:

i. Mediation. The parties involved in the dispute will first seek to resolve their dispute amongst themselves. If they are unsuccessful, then any party to the dispute may request the retention of an impartial and unbiased mediator to assist the parties and the other party will engage in the mediation process in good faith. In the event the parties cannot agree upon the identity of the mediator within 20 days after the request for a mediator, then either party may request the Teton County District Court to appoint an impartial and unbiased mediator. Unless waived by the parties to the dispute, any court-appointed mediator must have professional mediation training and experience.

ii. Arbitration. If the mediator is not successful in assisting the parties to resolve the dispute, then the parties shall have the option (i) to jointly authorize the mediator to decide the dispute and be bound by that decision, or (ii) to request binding arbitration in accordance with the Wyoming Uniform Arbitration Act and Arbitration Rules. (Unless otherwise mutually agreed, if either party opts for arbitration under paragraph 27(b)(ii), the mediator shall not serve as an arbitrator.) In the event either party requests arbitration under 27(b)(ii), then the other party shall proceed to arbitrate in accordance with this agreement and both parties agree to be bound by the arbitrators' decision.

iii. Costs of Arbitration. Unless otherwise agreed, the parties to the dispute agree to share equally in all costs associated with the mediation/arbitration except that the parties will bear their own attorneys' fees.
iv. Notwithstanding the foregoing, no issue may be arbitrated, nor may any decision made by any arbitrator be enforced, which violates the legal or constitutional prohibitions upon delegation of duties or authorities of a governing body of a governmental agency, or which permits any act, occurrence or state of affairs which is not permissible under the law applicable to Towns, Counties or joint powers boards, and their property.

32. **Force Majeure.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of labor troubles, inability to procure materials, failure of power, unforeseen and not self created delays in governmental permitting or restrictive governmental laws or regulations, riots, war, acts of God or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, the 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.

33. **Construction:** This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared this agreement. There is no intention to create any third party beneficiaries to this agreement.

34. **Time is of the Essence.** Unless there are terms herein contained to the contrary, time is of the essence of this agreement.

35. **Waiver.** Any term or condition of this Agreement may be waived in writing at any time by the party entitled to the benefit thereof, and any term or condition may be modified at any time by an agreement in writing executed by the parties hereto.

36. **Binding Effect.** This agreement shall be binding upon and inure to the benefit of the parties hereto and to their permissible assigns.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement to be effective the date each of the lawfully authorized official representing each party has signed below.

**Date:** Jan 8, 1999

**By:**

Chairman

Cnty. 12/11/98
Town of Jackson, Wyoming

By: Roy Dehred
Mayor

Teton County, Wyoming
Community Center North Annex

Date: 12-15-98

By: [Signature]
Chairman

Attest: [Signature]
Clerk

City 12/11/98