Jackson Town Council Regular Meeting

July 6, 2020
6:00 PM
Town Council Chambers

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

I. WEBEX LINK FOR PUBLIC PARTICIPATION

To join, click on the link or copy it to your browser:
https://townofjacksonwy.webex.com/townofjacksonwy/onstage/g.php?MTID=e725c7fcc5d3cdb3e71324689f2fca78b
If the link does not work, join at webex.com with Meeting ID **146 889 7553** Password: **toj**

II. OPENING

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

III. PUBLIC COMMENT

This section is reserved for questions and comments from the public on items that are not otherwise included in this agenda. As a general practice, the Council will not hold discussion or debate these items. Nor will they make any decisions on items presented during this time but rather refer items to staff for follow-up. If you would like to communicate with the Council during the meeting, please address them during open public comment, when public comment is called for on a specific item, or send an email to *Council@jacksonwy.gov*.

IV. CONSENT CALENDAR

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

A. Meeting Minutes:
   1. June 2, 2020 special workshop
   2. June 15, 2020 workshop
   3. June 15, 2020 regular meeting
   4. June 26, 2020 special meeting
   5. June 29, 2020 special meeting

B. Disbursements
C. Special Event: Town Square Shoot Out
D. Special Event: Noso Take Care Demo
E. Special Event: Jackson Hole Roller Disco
F. Special Event: Teton County Fair
G. Temporary Sign Permit: Habitat for Humanity (P20-115)
H. Jackson Hole Jewish Community Cemetery Exception
I. Sewer Use and Connection Agreement at 535 W Deer Drive, Valley View (P20-082)

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

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

A. Administration

1. Restaurant Liquor License Application from Coe LLC dba Coelette (Roxanne Robinson)
2. Retail Liquor License Transfer Application from Virginian Liquor LLC (Roxanne Robinson)
3. Licensing Agreements for AT&T Small Cell Locations (Lea Colasuonno)

B. Planning

1. **Item P19-262, P20-069 & -070**: Amendment to Final Development Plan for Pine Glades PUD (Tyler Valentine) *Suggested Time limit: 30 minutes*
2. **Item P19-242**: Conditional Use Permit for Snow King Gondola, Zip Line, and Snow Making Pump House (Tyler Sinclair) *Suggested Time limit: 60 minutes*
3. **Item P19-242**: Snow King Mountain and Town of Jackson Gondola Lease Agreement (Tyler Sinclair)
4. **Item P20-009 & 010**: Development Plan and Hillside Conditional Use Permit for Bluffs Development at 984 Budge Drive (Tyler Valentine) *Suggested Time limit: 30 minutes*
5. **Item P20-062**: Development Plan at 505 E. Simpson Avenue (Brendan Conboy)

VI. RESOLUTIONS

A. **Resolution 20-22**: A Resolution Authorizing a SLIB Grant Application for Coronavirus Relief for Town of Jackson (Roxanne Robinson)

VII. ORDINANCES

A. **Ordinance T**: An Ordinance Granting AT&T a Franchise (Presented for 1st Reading, Lea Colasuonno)

B. **Ordinance U**: An Ordinance Adding Community Development Director Duties to Jackson Land Development Regulations Section 4 (Presented for 1st Reading, Tyler Sinclair)

C. **Ordinance V**: An Ordinance Adding Community Development Director Duties to Jackson Land Development Regulations Section 8 (Presented for 1st Reading, Tyler Sinclair)

VIII. MATTERS FROM MAYOR AND COUNCIL

A. Board and Commission Reports

IX. MATTERS FROM THE TOWN MANAGER

A. Town Manager's Report

X. ADJOURN

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

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JUNE 2, 2020 **JACKSON, WYOMING**

The Jackson Town Council met in special workshop session in the Council Chambers of the Town Hall at 150 East Pearl at 10:07 A.M. Upon roll call the following were found to be present:

TOWN COUNCIL: *via Webex*: Mayor Pete Muldoon, Vice-Mayor Hailey Morton Levinson, Jim Stanford, Jonathan Schechter, and Arne Jorgensen.

STAFF: Larry Pardee, Tyler Sinclair, Kelly Thompson, Roxanne Robinson, Jason Wright, Johnny Ziem, and Sandy Birdyshaw.

Interview for Town Seat on The Teton District Board of Health. There were two applicants for the town's seat on the Board of Health, J.J. King and Paty Gierau. No interviews were conducted at this time.

Town of Jackson Budget. Larry Pardee, Tyler Sinclair, and Kelly Thompson facilitated discussion on the proposed budget.

Appointment to Teton District Board of Health, If Ready. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to reappoint J.J. King to the Town's seat on the Teton District Board of Health for a full term going to May 2024. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to adjourn. The vote showed all in favor and the motion carried. The meeting adjourned at 12:00 p.m. minutes:spb

TOWN OF JACKSON

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ATTEST: Pete Muldoon, Mayor

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Sandra P. Birdyshaw, Town Clerk

Published JH News & Guide: June 10, 2020

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JUNE 15, 2020 **JACKSON, WYOMING**

The Jackson Town Council met in special workshop session in the Council Chambers of the Town Hall at 150 East Pearl at 1:03 P.M. Upon roll call the following were found to be present:

TOWN COUNCIL: *In-person*: Mayor Pete Muldoon. *via Webex*: Vice-Mayor Hailey Morton Levinson, Arne Jorgensen, Jonathan Schechter, and Jim Stanford

STAFF: Larry Pardee, Roxanne Robinson, Tyler Sinclair, Lea Colasuonno, Zolo, Steve Ashworth, Floren Poliseo, Johnny Ziem, Darren Brugmann, Brian Schilling, April Norton, and Sandy Birdyshaw.

Town Budget Discussion. Larry Pardee and Tyler Sinclair facilitated discussion on changes to the budget for Housing, Fire Fund 11 and 13, Parks and Recreation Operations; property insurance; and START ski pass/multimodal transportation program. The Administrator to the County Commissioners, Alysa Watkins, made comment on the Fire/EMS budget. Parks and Recreation Director Steve Ashworth made comment. The Parks Maintenance Shop change orders were discussed. Roxanne Robinson made staff comment.

Snow King Conditional Use Permits (CUPs) and Lease Agreement Overview. Tyler Sinclair made comment on the Conditional Use Permit requested by Snow King. Item A – Gondola, Cougar Lift, and Lighting: An Outdoor Recreation CUP to locate and operate a gondola facility at the base of Snow King Resort in Phil Baux Park at 100 E. Snow King Avenue in the general location of the existing Cougar lift with additional lighting for night skiing operations. The Cougar lift was proposed to be relocated approximately 250' uphill from its current location. Item B – Zip Line: An Outdoor Recreation CUP to locate and operate a zip line facility on Snow King Resort property with a takeoff point located on Lot 59, Grand View Lodges, Third Addition, and a landing pedestal at 402 East Snow King Avenue adjacent to the Snow King Hotel and Rafferty Center. Item C – Pump House: A Utility Facility CUP to locate a snow-making pump house and related infrastructure across the lot lines of 10 E Snow King Avenue and 90 E Snow King Avenue behind the Snow King Sports & Event Center. Steve Ashworth made comment regarding the Parks and Recreation Board related comments. Ryan Stanley with Snow King made a presentation of the proposals.

Kids Bike Park Update. Brian Schilling provided an update on the Blair Drive Kid's Bike Park. Discussion was held. Lea Colasuonno made staff comment. Public was given by John Graham and Katherine Dowson.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to continue this item to another council meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Draft Release of Water & Sewer Systems Capacity Study. This item was not heard. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to continue this item to a future workshop. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Hailey Morton Levinson to adjourn to executive session to consider the selection of a site or the purchase of real estate when the publicity regarding the consideration would cause a likelihood of an increase in price in accordance with Wyoming Statute 16-4-405(a)(vii). The vote showed all in favor and the motion carried. The meeting adjourned at 5:03 P.M. minutes:spb

TOWN OF JACKSON

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ATTEST: Pete Muldoon, Mayor

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Sandra P. Birdyshaw, Town Clerk
Published JHNAG: June 24, 2020

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JUNE 15, 2020 **JACKSON, WYOMING**

The Jackson Town Council met in regular session in the Council Chambers of the Town Hall located at 150 East Pearl at 6:02 P.M. Upon roll call the following were found to be present:

TOWN COUNCIL: *In-person*: Mayor Pete Muldoon and Jim Stanford. *via Webex*: Vice-Mayor Hailey Morton Levinson, Arne Jorgensen, Jim Stanford, and Jonathan Schechter.

STAFF: Larry Pardee, Roxanne Robinson, Lea Colasuonno, Zolo, Tyler Sinclair, Kelly Thompson, Carl Pelletier, Paul Anthony, Roger Schultz, Johnny Ziem, Tyler Valentine, and Sandy Birdyshaw.

Mayor Muldoon read a proclamation declaring June as 307 First month.

Public Comment. William Smith made comment regarding the police department and the budget. Gavin Fine made comment requesting the Town Council open retail liquor licenses for application.

Consent Calendar. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to approve the consent calendar including items A-L as presented with the following motions. There was no public comment on the Consent Calendar.

A. **Meeting Minutes**. To approve the meeting minutes as presented for the June 1, 2020 regular meeting.

B. **Disbursements.** To approve the disbursements as presented. Ace Hardware $87.38, Advanced Glass Trim #265.00, Advanced Industrial Supply $191.64, Advanced Pump & Equipment $7854.75, Alphagraphics $342.41, Lee Ann Barlow $2750.00, Blue Spruce Cleaners $54.54, BMV $63.23, Angela Brooks $200.00, Carquest $421.62, City of Driggs $1840.59, Control System Technology $2250.00, Michael Cooper $1240.00, Crystal Creek Capital $10000.00, Dean's Pest Control $250.00, Delcon $2633.50, Division of Victim Services $1050.00, Dude Solutions $14130.46, ER Office Express $44.36, Elite Parts $1007.75, Energy Laboratories $530.00, Evans Construction $238406.67, Ferguson Enterprises $31.67, Fleetpride $186.02, Friends of Pathways $7816.00, GM Sheetmetal $558.48, Grainger $21.06, Grizzley Enterprises $4211.88, HD Fowler $113340, High Country Linen $3117.95, Hirst Applegate $954.20, Hunt Construction $17579.20, Idaho Traffic Safety $460.00, Jackson Hole News & Guide $789.09, Jackson Hole Public Art $5751.05, Jackson Lumber $535.85, Jelly Donut $450.00, Jorgensen $9386.25, Kellerstrass $15550.44, LGLP $1733.87, LVPL $20042.22, Jake Lutton $500.00, Miller Sanitation $4837.00, Mountain Electrical $7164.66, Nalley Steamway $106.00, Napa $129.78, New West Building Company $12000.00, On Site Land Surveyors $6196.36, One Call of Wyoming $596.25, Otis Elevator $244.62, Tim Peterschmidt $150.00, Platt Electric $501.84, Premier Truck $227.71, Quick Brown Fox $550.00, Red's Auto Glass $510.00 Ron's Towing $1800.00, Rooted Landscape Architect $1912.50, Rotary Club of Jackson $20.00, Routematch $22451.55, Village Gardner $248.15, Scott Schmillen $572.50, Sherwin-Williams $2880.05, Todd Smith $369.00, Snake River Roasting $293.70, Sam Stephens $255.00, Team Lab $862.50, Teton County Clerk $154595.50, Teton County Fair $60000.00, Teton County Integrated $12.50, Teton County Sheriff $18479.90, Teton County Sheriff Jail $1152.00, Teton County Special Fire $121768.59, Teton County Transfer Station $313.00, Teton County Fund 10 $28422.78, Teton Motors $199.46, Teton Trash Removal $45.50, Thomas Drilling $38175.00, Thomson West $893.85, Angie Uhl $821.92, Upper Case Printing $122.83, Watts Steam Store $227.05, West Fork Construction $71295.84, Westwood Curtis $413016.51, White Glove Cleaning $2568.13, WY Child Support $146.76, Wyoming Law Enforcement $20.00, Johnny Ziem $155.00.

C. **Municipal Court Report May 2020.** To accept the May 2020 Municipal Court Report into the record.

D. **Special Event: Free Ice Cream Distribution.** To approve the request made by St. John's Episcopal Church and The Presbyterian Church of Jackson Hole for the distribution of free pre-packaged ice cream as presented in the staff report.

E. **Temporary Sign Permit: Tin Cup Challenge (P20-102).** To approve the temporary banner in conjunction with Tin Cup Challenge subject to four (4) conditions of approval: 1) The use of the site shall be granted by the property owner; 2) The sign shall not be located on the sidewalks or in the public right of way; 3) The site shall state the date(s) of the advertised "virtual shadow day"; 4) The sign for Tin Cup Challenge may be installed at 1110 Broadway Avenue, McDonalds from July 1, 2020 to July 21, 2020.

F. **Temporary Sign Permit: July 4th Fireworks (P20-107).** To approve the temporary banner in conjunction with Teton Board of Realtors 4th of July Fireworks subject to four (4) conditions of approval: 1) The use of the site shall be granted by the property owner; 2) The sign shall not be located on the sidewalks or in the public right of way; 3) The site shall state the date(s) of the advertised "virtual shadow day"; 4) The sign for 4th of July Fireworks may be installed at 100 E. Snow King Avenue, Snow King Ball Park from June 29, 2020 to July 6, 2020.

G. **Low Income Tax Credit Developer Contract for Services.** To approve the developer consultant contract with Summit Housing Group as presented today.

H. **Contract with Wood Environment & Infrastructure Solutions Inc. for Stormwater Management Program Phase 1 Work Plan.** To approve award of contract, subject to edits by the Town Attorney, with Wood Environment & Infrastructure Solutions Inc. in the amount of $24,933 to complete Phase 1 of developing the Town's Stormwater Management Program.

I. **Wyoming Water Development Commission (WWDC) Grant Application for Water Well.** To approve staff completion and submittal of the Ground Water Exploratory Grants application to help fund feasibility exploration for a new zone 3 water well.

J. **Utility Easement for 112 Center Street (P19-180).** To approve the Utility Easement with property owner CCC's Center Street, LLC subject to the recommended conditions of approval, upon approval by the Town Engineer and Town Attorney, and authorize the Mayor to execute all necessary easements.

K. **Encroachment Agreement at 175 S. Glenwood Street for Canopies (P20-023**). To approve the Encroachment Agreement with the property owner Arts District Development, LLC. to allow encroachment of a canopy and balconies into the Town right-of way at 175 South Glenwood Street, subject to the recommended conditions, and upon approval by the Town Engineer and Town Attorney authorize the Mayor to execute all necessary contract Agreements. Conditions: 1. Encroachment requires Town Council Approval. 2. Applicant shall provide all the required exhibits for the Encroachment Agreement. Exhibits shall be to scale on 8.5"X11" paper in black and white without aerial photographs, or as approved by the Town Engineer. 3. Applicant is responsible for all Teton County Clerk recording fees. 4. The owner must agree not to erect any signs obstructing or otherwise compromising the usefulness and/or effectiveness of any traffic control devices or restricting sight distance in the vicinity. 5. When necessary the Town Reserves the right to use the canopy or posts in lieu of street signposts.

L. **Encroachment Agreement at 175 S. Glenwood Street for Shoring (P20-097).** To approve the Encroachment Agreement with property owner Arts District Development, LLC. to allow encroachment of a temporary soil-nail shoring system into the Town right-of way and properties surrounding 175 South Glenwood subject to the recommended conditions and upon approval by the Town Engineer and Town Attorney authorize the Mayor to execute all necessary contract Agreements. Conditions: 1. Encroachment requires Town Council Approval. 2. Encroaching Party shall provide all the required exhibits for the Encroachment Agreement. Exhibits shall be to scale on 8.5"X11" paper in black and white without aerial photographs, or as approved by the Town Engineer. 3. Encroaching Party is responsible for all Teton County Clerk recording fees. 4. Temporary Soil Nails shall be removable by an excavator or easily cut with a chop saw, and not integral to the long-term stability of the building on Encroaching Party's property. A Removal Fee of $50 per Soil Nail located within 10 feet of the surface at their anchor point on the shotcrete wall is required and shall be paid by Encroaching Party. 5. Encroaching Party shall submit shoring plans prepared and stamped by a professional engineer licensed in the state of Wyoming. Plans must show the existing Town of Jackson Parking Structure's footing and deep foundation elements. 6. The Encroaching Property may be disturbed, destroyed or removed in connection with any construction, installation, excavation, maintenance or replacement of the right-of-way or any public utilities located therein following completion of construction of the building on Encroaching Party's property. 7. Prior to the Town Engineer's Final Inspection Encroaching Party must provide the Town Engineer record drawings of the shoring to document the Encroaching Property's "as-built" location. 8. Encroaching Party must post a financial assurance that complies with Town of Jackson Land Development Regulation 8.2.11 for the installation of the Encroaching Property, the foundation and backfill of the building on Encroaching Party's property, and the installation and maintenance of safety fencing around the project. 9. Encroaching Party shall video inspect the existing sewer main to the north of the project pre- and post-Encroaching Property construction on the north wall. 10. Encroaching Party shall remove all Encroaching Property within 4 feet of the proposed top back of curb prior to backfilling. 11. Town may hire a Town-selected qualified engineering consultant licensed in the state of Wyoming to review the proposed shoring calculations, plans, and specifications to objectively determine whether each technical report or document adequately addresses and

characterizes the geological and structural parameters and assumptions, consistent with concerns with design principles and practices in use at this time. Encroaching Party must bond for and pay for all costs of said consultant. 12. Town may hire a Town-selected qualified engineering consultant licensed in the state of Wyoming to monitor the installation of the Encroaching Property. Encroaching Party must bond and pay for all costs of said consultant. 13. Town may hire a Town-selected professional land surveyor licensed in the state of Wyoming to establish existing elevations, the "Benchmarks," of the Town of Jackson's Parking Structure and check and record established elevations not less than once per week, and as frequent as necessary, to monitor the Parking Structure throughout installation of the Encroaching Property and until the foundation of the building on Encroaching Party's property is installed and backfilled. Following backfill of the foundation, and at the at the Town's sole discretion, elevation checks of the Benchmarks may be reduced to a monthly frequency or ceased if there are no signs of movement. Encroaching Party must bond for and pay for all costs of said consultant. 14. Encroaching Party's contractor and subcontractors shall monitor and log the elevation of the Town of Jackson's Parking Structure daily for any signs of movement during construction. 15. Encroaching Party shall repair any damage caused to the Town of Jackson's Parking Structure or foundation, the rights-of-way, or Town or private utilities resulting from the construction of their Encroaching Property, including but not limited to settlement, cracking, or screw nail damage to the Town of Jackson Parking Structure; digging into or disturbing sewer line(s); drilling into or disturbing a water line(s); buckling pavement or sidewalks of any right-of-way. 16. If monitoring of the Benchmarks of the Town of Jackson's Parking Structure by any party shows signs of movement, all shoring and excavation activities must stop until the cause of movement is conclusively determined and, at the Town's discretion, satisfactorily resolved. 17. Prior to beginning any shoring work, Encroaching Party, and its general contractor and shoring sub-contractor, must each provide insurance policies and amounts approved by the Town. If requested, the Town shall be listed as an additional insured on the policies.

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

Special Event: Farmers Market. Carl Pelletier made staff comment. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve the application made by Jackson Hole Farmers Market on the Town Square for the Farmers Market on Town Square special event, subject to the conditions and restrictions listed in the staff report. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Contract with DSI for Permit Tracking System. Paul Anthony made staff comment. A motion was made by Jonathan Schechter and seconded by Jim Stanford to authorize the Mayor to execute a Subscription Agreement and a Statement of Work Agreement between the Town and Dude Solutions, Inc. (DSI) for a $46,642 initial setup/training fee, a $12,387 initial year fee, and an $18,581/year fee for the next four years on a five year contract with an annual escalation fee of 5% per year, subject to any final review and approval by the Town Attorney. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Public Hearing for Fiscal Year 2021 Town Budget. Kelly Thompson made staff comment. Mayor Muldoon opened a public hearing on the Town's FY21 Budget. Public comment was given by: Wren Kominos, with Act Now JH, Rachel Attias with Act Now JH, Cody Laux, Ivan Jimenez with Act Now JH, Sophia Schwartz, Bradley Smith, Rabbi Zalman Mendelsoh, Nathan McKnight, and Carl Pelletier. The public hearing was closed.

The following resolution was moved up in the agenda to be heard following the public hearing.
Resolution 20-19: A Resolution Adopting the Fiscal Year 2021 Town Budget.
A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to approve Resolution 20-19 adopting the Town of Jackson Fiscal Year 2020-2021 budget as amended earlier today, removing 41,655 from Parks & Recreation and 75,000 from Vine Street Sidewalk.

RESOLUTION 20-19: A RESOLUTION ADOPTING THE FISCAL YEAR 2021 BUDGET FOR THE TOWN OF JACKSON, WYOMING.

WHEREAS, the Town of Jackson is subject to the provisions of the Uniform Municipal Fiscal Procedures Act as specified by Wyoming Statutes (W.S. 16-4-101 through 16-4-124); and

WHEREAS, pursuant to the Uniform Municipal Fiscal Procedures Act, the governing body for the Town of Jackson is required, by resolution or ordinance, to make the necessary appropriations and adopt a budget, subject to future amendment, for fiscal year 2021.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Jackson, Wyoming, in regular session duly assembled, that the budget for fiscal year ending June 30, 2021 shall be as follows:

TOWN OF JACKSON, WYOMING
ADOPTED BUDGET FOR FISCAL YEAR 2021
ALL FUNDS - FINANCIAL SOURCES AND USES

DESCRIPTION	GENERAL FUND	SPECIAL REVENUE	CAPITAL PROJECTS	ENTERPRISE FUNDS	INTERNAL SERVICE	TOTAL FUNDS
Beginning Fund Balance	**$ 9,121,353**	**$ 5,397,600**	**$ 8,753,642**	**$ 9,827,747**	**$ 3,055,002**	**$ 36,155,344**
Revenues:						
Taxes	3,916,329	334,124	2,221,566	-	-	6,472,019
Licenses & Permits	996,540	311,000	-	-	-	1,307,540
Intergovernmental	5,386,074	4,678,873	1,373,581	-	-	11,438,528
Charges for Services	658,247	1,176,437	-	4,887,275	4,201,216	10,923,175
Fines & Forfeitures	327,500	-	-	-	-	327,500
Miscellaneous Revenue	350,479	542,860	280,068	150,520	64,300	1,388,227
Total Revenues	**11,635,169**	**7,043,294**	**3,875,215**	**5,037,795**	**4,265,516**	**31,856,989**
Transfers In	1,005,007	797,398	-	750,000	300,000	2,852,405
Total Sources	**12,640,176**	**7,840,692**	**3,875,215**	**5,787,795**	**4,565,516**	**34,709,394**
Expenditures:						
General Government	4,947,523	338,655	-	-	3,689,746	8,975,924
Public Safety	6,949,256	55,000	885,000	-	-	7,889,256
Public Works	1,920,400	-	1,957,243	4,677,830	1,939,863	10,495,336
Health & Welfare	855,452	-	-	-	-	855,452
Community Development	221,476	526,901	-	-	-	748,377
Transit	-	6,298,624	-	-	-	6,298,624
Culture & Recreation	1,619,446	-	11,250	-	-	1,630,696
Pathways	-	-	195,000	-	-	195,000
Debt Service	-	-	-	108,220	-	108,220
General Unallocated	176,491	-	-	-	-	176,491
Total Expenditures	**16,690,044**	**7,219,180**	**3,048,493**	**4,786,050**	**5,629,609**	**37,373,376**
Transfers Out	763,174	449,531	750,000	889,700	-	2,852,405
Total Uses	**17,453,218**	**7,668,711**	**3,798,493**	**5,675,750**	**5,629,609**	**40,225,781**
Ending Fund Balance	**$ 4,308,311**	**$ 5,569,580**	**$ 8,830,364**	**$ 9,939,792**	**$ 1,990,909**	**$ 30,638,956**
Change in Fund Balance	***(4,813,042)***	***171,980***	***76,722***	***112,045***	***(1,064,093)***	***(5,516,388)***

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Town Council of the Town of Jackson, the preceding results in the following budgeted appropriations by fund and division for the fiscal year ending June 30, 2021:

General Fund	
General Government	
Mayor & Town Council	$ 325,266
Town Attorney	323,389
Municipal Judge	248,390
Administration	278,632
Town Clerk & Personnel	611,552
Finance	587,802
Community Development	436,097
Information Technology	550,258
Planning	980,928
Town Facilities	605,209
Public Safety	
Police	4,160,120
Fire/EMS (County)	1,559,273
Communications Center (County)	335,000
Victim Services	280,620
Animal Shelter/Control	254,356
Building Inspections	359,887
Public Works	
Publice Works Administration	301,810
Streets	1,200,488
Town Engineer	387,905
Yard Operations	30,197
Health and Welfare	
Social Services	855,452
Community Development	
Community Promotion	221,476
Culture and Recreation	
Parks & Recreation (County)	1,524,340
Pathways	79,839
Memorial Park (Cemetery)	15,267
Unallocated	
Town-Wide Services & Insurance	176,491
Transfers Out	763,174
Total	$ 17,453,218
Special Revenue Funds	
Affordable Housing	
Community Development	$ 526,901
Employee Housing	
General Government	338,655
Animal Care	
Public Safety	55,000
Transfers Out	35,000
Lodging Tax	
Transfers Out	334,224
START Bus System	
Administration	863,087
Operations	3,595,537
Capital Outlay	1,840,000
Transfers Out	80,307
Total	$ 7,668,711
Capital Projects Funds	
Capital Projects (5th cent)	
Public Works	
Annual Street Reconstruction	$ 320,000
Cache Creek Tube	1,034,743
Rancher Street - Complete Street	35,000
Pathways	
TOJ Bicycle Network Improvements	20,000
Pathways Annual Cap. Repairs	17,500
Blair Dr. Kids Bike Loop	2,500
Scott Lane-Maple Way Bike/Ped/ADA Improv	100,000
Seal Coating	55,000
Culture and Recreation	
Parks & Rec	11,250
Public Safety	
Fire/EMS	885,000
Transfers Out	750,000
2006 SPET Fund	
Downtown Public Amenities	50,000
2010 SPET	
Energy Projects	75,000
2014 SPET	
North Cache Streetscape Phase II	100,000
Gregory Lane Complete St/Drainage	100,000
Center Street Ped Improvements	32,500
2016 SPET	
West Broadway Landslide	20,000
2017 SPET	
Meadowlark Lane Sidewalk/Simpson Missing L	115,000
Center Street ADA - Design	45,000
Pearl Ave Willow to Gros Ventre	30,000
Total	$ 3,798,493
Enterprise Funds	
Water Utility	
Public Works	
Maintenance and operations	$ 852,187
Water wells	289,321
Billing, accounting, & insurance	184,396
Capital outlay	521,118
Debt service	108,220
Transfers Out	444,850
Sewage Utility	
Public Works	
Sewage plant operations	955,456
Maintenance and operations	340,567
Billing, accounting, & insurance	169,285
Capital outlay	1,365,500
Transfers Out	444,850
Total	$ 5,675,750
Internal Service Funds	
Employee Insurance	$ 2,692,185
Fleet Management	1,939,863
IT Services	997,561
Total	$ 5,629,609

PASSED, APPROVED, & ADOPTED this 15th day of June 2020.
Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Imagine Jackson Discussion. Larry Pardee made comment.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve acceptance of the property addressed as 3500 South Park Drive upon Imagine Jackson dissolving, direct staff to prepare and/or approve all necessary documents for that acceptance, including any necessary building inspection or title company work, direct staff to include funding necessary to satisfy the remaining $75,000 mortgage in the FY21 budget, authorize Mayor Muldoon to execute any and all documents necessary to accomplish the transfer, and approve the expenditure of up to $1500 in legal fees to assist Imagine Jackson with its necessary legal documents. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Reopening Downtown. Tyler Sinclair made staff comment on signage and messaging, use of public space, parklets, Wyoming Business Council grant, waiving fees, sanitation, extended sidewalks and public parklets.

Public comment was given by Amy Cooper, Caroline Hines, Jermaine Lavenstein, Steve Doerch, Robert Gill, John Bickner, Jim Wilcox, Abigail Moore, Nikki Gill, and Wes Gardner.

Brian Schilling, Floren Poliseo, and Johnny Ziem made staff comment.

Item #1. A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to direct staff to work with Public Works to enhance wayfinding signage for the bathrooms on Deloney Street. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item #2. A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to direct staff to purchase picnic tables, trashcans, and bistro tables and chairs in the amount of $17,070.90 to be placed around town square and in parks. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item #3. A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to direct staff to implement the extension of sidewalks and partial street closures as presented with the following changes for up to $10,000.00:

1. Keep parking on south side of Broadway.
2. Remove parking on the north side of the square.
3. On Center Street between Broadway and Deloney, expand pedestrian space and allow for one-way parallel parking.
4. On Deloney between Cache and Center, provide nodes including 2 or 3 spaces coming in from each corner.
5. On Center Street between Deloney and Gill as presented.

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

Item #4. A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to direct staff to review Parklet Applications including liquor service and further provide staff with authority to approve requests that fall within state and local liquor regulations. Any request that staff is not comfortable approving may be brought to Council. Also, to direct staff to review and approve all applications for parklets and waive all applicable fees. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item #5. A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to authorize the purchase of hand sanitation stations when or if they become available in the amount of $5,000. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Ground Lease at 430 & 440 West Kelly. April Norton made comment. Public comment was given by: Lauren Brzozowski, Perri Stern, and Michael Stern.

A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to approve the ground lease for 430 & 440 West Kelly Avenue, along with its exhibits, as presented today with any minor changes required by the Town Attorney. Mayor Muldoon called for the vote. The vote showed 3-2 in favor with Stanford and Schechter opposed. The motion carried.

Item P19-242: CUP for Snow King Gondola, Zip Line, & Snow Making Pump House.
Item P20-009 & -010: Development Plan & Hillside CUP for Bluffs Development at 984 Budge Drive.
Item P20-062: Development Plan at 505 E. Simpson Avenue.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to continue items P19-242, P20-009 & -010, and P20-062 to the next scheduled Town Council meeting on July 6, 2020. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P19-262, P20-069 & -070: Amendment to Final Development Plan for Pine Glades PUD. Tyler Valentine made staff comment. Bill Collins and Erika Nash made comment on behalf of the applicant.

A motion was made by Arne Jorgensen and seconded by Hailey Morton Levinson to continue items P19-262, P20-069 & -070. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P20-058: CUP for Heritage Arena at 305 W Snow King. Tyler Valentine made staff comment.

Based upon the findings as presented in the staff report and as made by the applicant for Item P20-058, a motion was made by Arne Jorgensen and seconded by Hailey Morton Levinson to make findings 1-8 as set forth in Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations relating to 1) Compatibility with Future Character; 2) Use Standards; 3) Visual Impacts; 4) Minimizes adverse environmental impact; 5) Minimizes adverse impacts from nuisances; 6) Impact on Public Facilities; 7) Other Relevant Standards/LDRs; and 8) Previous Approvals for a Conditional Use Permit, and move to approve a Conditional Use Permit for 'Assembly' use within Heritage Arena at the property located at 305 W. Snow King Avenue, subject to the department reviews and this staff report dated June 15, 2020. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P20-075: Development Agreement for Glenwood Simpson at 175 S Glenwood Street. This item was not heard. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to continue this item to July 6. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P19-129: Update to 2012 Jackson/Teton County Comprehensive Plan: Project Status and Next Steps. This item was not heard. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to continue this to a special meeting on July 6, prior to the JIM. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Resolution 20-18: A Resolution Adopting Amendments to the Fiscal Year 2020 Town Budget. Kelly Thompson made staff comment.

A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to approve the resolution adopting amendments to the fiscal year 2020 budget.

> **RESOLUTION 20-18: A RESOLUTION ADOPTING AMENDMENTS TO THE FISCAL YEAR 2020 BUDGET OF THE TOWN OF JACKSON**.
>
> WHEREAS, pursuant to Wyoming Statutes, the governing body of the Town of Jackson is empowered to control the finances of the Town including adopting and amending the annual budget; and
>
> WHEREAS, the specific statutory requirements for budgeting procedures are stipulated in the Uniform Municipal Fiscal Procedures Act (W.S. 16-4-101 through 16-4-124); and
>
> NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Jackson that the fiscal year 2020 budget is hereby amended as follows:

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Mayor & Town Council	422,838	-	422,838
Town Attorney	502,300	(34)	502,266
Municipal Judge	259,861	800	260,661
Administration	672,241	10,144	682,385
Town Clerk & Personnel	680,533	(445)	680,088
Finance	614,379	652	615,031
Information Technology	542,266	(38)	542,228
Planning	920,144	(1,052)	919,092
Town-Wide Services	253,133	51,553	304,686
Town Facilities	688,440	68,303	749,845
Police - Administration	591,838	7,869	599,707
Police - Investigations	426,576	-	426,576
Police - Patrol	3,310,782	(7,334)	3,303,448
Police - Community Service	581,540	(325)	581,215
Police - Special Operations	21,924	-	21,924
Victim Services	304,609	-	304,609
Animal Shelter/Control	270,876	(107)	270,769
Building Inspections	392,068	-	392,068
Public Works Administration	348,563	(1,351)	347,212
Streets	1,875,220	36,825	1,912,045
Engineering	624,540	587	625,127
Yard Operations	47,315	-	47,315
Cemetery	18,875	-	18,875
Social Services	839,583	-	839,583
Community Initiatives	300,941	(31,786)	269,155
County-Budgeted Joint Programs	3,951,375	-	3,951,375
Transfers Out	5,372,775	-	5,372,775
Total General Fund	24,835,535	134,261	24,969,796
Affordable Housing	1,689,486	-	1,689,486
Total Affordable Housing Fund	1,689,486	-	1,689,486
Parking Exactions Fund	-	-	-
Total Parking Exactions Fund	-	-	-
Parks Exactions	-	-	-
Total Park Exactions	-	-	-
Employee Housing Fund	414,833	60,078	474,911
Transfers out	-	-	-
Total Employee Housing Fund	414,833	60,078	474,911
Animal Care Fund	20,000	-	20,000
Transfers Out	50,000	-	50,000
Total Animal Care Fund	70,000	-	70,000
Lodging Tax Fund	-	-	-
Transfers Out	872,620	-	872,620
Total Lodging Tax Fund	872,620	-	872,620
Vertical Harvest Fund	-	-	-
Transfers Out	24,693	-	24,693
Total Vertical Harvest Fund	24,693	-	24,693
Snow King-Snow Making Fund	-	-	-
Transfers Out	48,822	-	48,822
Total Snow King-Snow Making Fund	48,822	-	48,822

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
START Administration	857,285	32,000	889,285
START Operations	4,445,518	(3,043)	4,442,475
START Capital	6,720,000	-	6,720,000
START Transfers	-	-	-
START Indirect Cost Allocations	101,230	-	101,230
Total START Fund Expenditures	12,124,033	28,957	12,152,990
Capital Outlay	6,559,872	779,564	7,339,436
Transfers Out	1,150,000	-	1,150,000
Total Capital Projects Fund	7,709,872	779,564	8,489,436
Capital Outlay	90,000	50,000	140,000
Total 2006 SPET	90,000	50,000	140,000
Capital Outlay	581,787	102,211	683,998
Total 2010 SPET	581,787	102,211	683,998
Capital Outlay	1,070,000	-	1,070,000
Total 2014 SPET	1,070,000	-	1,070,000
Capital Outlay	220,000	-	220,000
Transfers Out	1,583,804	-	1,583,804
Total 2016 SPET	1,803,804	-	1,803,804
Capital Outlay	435,000	-	435,000
Total 2017 SPET	435,000	-	435,000
Water Maintenance & Operation	982,982	15,603	998,585
Water Wells	307,118	34,690	341,808
Water Billing & Accounting	176,085	24,000	200,085
Water Capital Outlay & Improvements	664,219	-	664,219
Water Debt Service	108,220	-	108,220
Water Transfers Out	626,362	-	626,362
Sewage Plant Operations	1,042,350	(1,450)	1,040,900
Sewage Maint. & Operations	349,184	(177)	349,007
Sewage Billing & Accounting	171,630	-	171,630
Sewage Capital Outlay & Improvements	959,670	3,758	963,428
Sewage Transfers Out	626,362	-	626,362
Total Enterprise Funds	6,014,182	76,424	6,090,606
Employee Insurance	2,493,944	-	2,493,944
Total Insurance Fund	2,493,944	-	2,493,944
Fleet Expenditures	2,344,498	(67)	2,344,431
Total Fleet Management Fund	2,344,498	(67)	2,344,431
Central Equipment Expenses	817,500	-	817,500
Total Central Equipment Fund	817,500	-	817,500
IT Services	1,049,214	-	1,049,214
Total IT Service Fund	1,049,214	-	1,049,214

REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Taxes	8,208,313	51,417	8,259,730
Licenses & Permits	1,040,192	-	1,040,192
Intergovernmental Revenue	10,961,520	82,844	11,044,364
Charges for Services	659,406	-	659,406
Fines & Forfeitures	530,000	-	530,000
Miscellaneous Revenue	482,166	-	482,166
Transfers In	2,961,273	-	2,961,273
Total General Fund	24,842,870	134,261	24,977,131
Licenses & Permits	150,000	-	150,000
Miscellaneous Revenue	17,000	-	17,000
Transfers In	1,293,326	-	1,293,326
Total Affordable Housing Fund	1,460,326	-	1,460,326
Licenses & Permits	51,000	-	51,000
Miscellaneous Revenue	2,300	-	2,300
Transfers In	600,000	-	600,000
Total Parking Exactions	653,300	-	653,300
Licenses & Permits	10,000	-	10,000
Miscellaneous Revenue	2,500	-	2,500
Total Park Exactions	12,500	-	12,500

REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Miscellaneous Revenue	401,984	22,943	424,927
Transfers In	338,676	-	338,676
Total Employee Housing Fund	740,660	22,943	763,603
Miscellaneous Revenue	60,200	-	60,200
Total Animal Care Fund	60,200	-	60,200
Taxes	871,120	-	871,120
Miscellaneous Revenue	1,500	-	1,500
Total Lodging Tax Fund	872,620	-	872,620
Contributions & Donations	-	-	-
Total Vertical Harvest Fund	-	-	-
Contributions & Donations	-	-	-
Total Snow King Snow Making Fund	-	-	-
Intergovernmental Revenue	9,333,407	30,493	9,363,900
Charges for Services	1,380,821	-	1,380,821
Miscellaneous Revenue	13,000	-	13,000
Transfers In	1,144,131	-	1,144,131
Total START Fund Revenues	11,871,359	30,493	11,901,852
Intergovernmental	1,331,738	-	1,331,738
Miscellaneous Revenue	220,508	-	220,508
Transfers In	3,569,262	-	3,569,262
Total Capital Projects Fund	5,121,508	-	5,121,508
Miscellaneous Revenue	5,600	-	5,600
Total 2006 SPET	5,600	-	5,600
Intergovernmental	40,915	-	40,915
Miscellaneous Revenue	6,000	-	6,000
Total 2010 SPET	46,915	-	46,915
Miscellaneous	39,300	-	39,300
Total 2014 SPET	39,300	-	39,300
Miscellaneous	5,400	-	5,400
Total 2016 SPET	5,400	-	5,400
Taxes	1,500,000	-	1,500,000
Miscellaneous	8,700	-	8,700
Total 2017 SPET	1,508,700	-	1,508,700
Water Intergovernmental	-	-	-
Water Charges for Services	2,504,438	39,811	2,544,249
Water Miscellaneous	93,160	-	93,160
Water Transfers In	75,000	-	75,000
Sewage Intergovernmental	-	-	-
Sewage Charges for Services	2,632,834	-	2,632,834
Sewage Miscellaneous	79,360	-	79,360
Sewage Transfers In	75,000	-	75,000
Total Enterprise Funds	5,459,792	39,811	5,499,603
Charges for Services	2,661,930	-	2,661,930
Miscellaneous Revenue	44,700	-	44,700
Total Employee Insurance Fund	2,706,630	-	2,706,630
Charges for Services	2,258,481	-	2,258,481
Miscellaneous Revenue	600	-	600
Total Fleet Management Fund	2,259,081	-	2,259,081
Charges for Services	566,400	-	566,400
Miscellaneous Revenue	25,700	-	25,700
Transfers In	-	-	-
Total Central Equipment Fund	592,100	-	592,100
Charges for Services	795,614	-	795,614
Miscellaneous Revenue	1,000	-	1,000
Transfers In	400,000	-	400,000
Total IT Service Fund	1,196,614	-	1,196,614

CHANGE OF FUND BALANCE	Approved Budget	Increase (Decrease)	Amended Budget
General Fund	7,335	-	7,335
Affordable Housing	(229,160)	-	(229,160)
Parking Exactions Fund	653,300	-	653,300
Park Exactions Fund	12,500	-	12,500
Employee Housing Fund	325,827	(37,135)	288,692
Vertical Harvest Fund	(24,693)	-	(24,693)
Snow Making Fund	(48,822)	-	(48,822)
Animal Care Fund	(9,800)	-	(9,800)
Lodging Tax Fund	-	-	-
Start Fund	(252,674)	1,536	(251,138)
Capital Projects	(2,588,364)	(779,564)	(3,367,928)
2006 SPET	(84,400)	(50,000)	(134,400)
2010 SPET	(534,872)	(102,211)	(637,083)
2014 SPET	(1,030,700)	-	(1,030,700)
2016 SPET	(1,798,404)	-	(1,798,404)
2017 SPET	1,073,700	-	1,073,700
Enterprise Funds	(554,390)	(36,613)	(591,003)
Employee Insurance Fund	212,686	-	212,686
Fleet Management Fund	(85,417)	67	(85,350)
Central Equipment Fund	(225,400)	-	(225,400)
IT Services Fund	147,400	-	147,400

PASSED, APPROVED, & ADOPTED this 15th day of June 2020.

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

Matters from Mayor and Council. Review Police Use of Force Policy. Chief Todd Smith made comment, presented an officer-cam video, and discussion was held.

Town Manager's Report. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to accept the Town Manager's Report into the record. The Town Manager's Report contained a request for deck seating for the tasting room at Roadhouse on Gregory Lane, the construction management plan for Glenwood & Simpson Mixed Use Building, and the June sales and lodging tax. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. Council directed staff to bring the Roadhouse request to the July 6 meeting.

Adjourn. A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 11:07 p.m. minutes:spb

TOWN OF JACKSON

_____
Pete Muldoon, Mayor

ATTEST:

_____
Sandra P. Birdyshaw, Town Clerk

Publish JH News & Guide: June 24, 2020

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JUNE 26, 2020 **JACKSON, WYOMING**

The Jackson Town Council met in special session in the Council Chambers of the Town Hall at 150 East Pearl at 11:32 A.M. Upon roll call the following were found to be present:

TOWN COUNCIL: *in person:* Jim Stanford and Jonathan Schechter. *via Webex*: Arne Jorgensen.

Mayor Pete Muldoon and Vice-Mayor Hailey Morton Levinson were absent.

STAFF: Larry Pardee, Lea Colasuonno, Zolo, Floren Poliseo, and Sandy Birdyshaw.

Resolution 20-20: A Resolution Authorizing the Filing of a Ground Water Exploratory Grant Application to the Wyoming Water Development Commission.

Floren Poliseo commented that at the June 15 Regular Town Council Meeting, Council voted in favor of staff completing and submitting a grant application. The grant application requirements include a signed resolution, which was not drafted or provided in that prior meeting agenda item packet, nor was completion of one mentioned in the suggested motion. Applications for this grant are due June 30, 2020.

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Resolution 20-20 as presented.

> **RESOLUTION # 20-20: A RESOLUTION AUTHORIZING THE FILING OF A GROUND WATER EXPLORATORY GRANT APPLICATION TO WYOMING WATER DEVELOPMENT COMMISSION (WWDC)**
>
> WHEREAS, the Town of Jackson operates seven wells in three pressure zones with sixty-seven miles of water mains plus wells, storage facilities, booster stations and fire hydrants; and
>
> WHEREAS, the Town of Jackson's water supply system currently serves other communities in the region outside the Town boundary; and
>
> WHEREAS, the current Town of Jackson infrastructure experiences low pressure during periods of peak demand, requiring elevated storage; and
>
> WHEREAS, the Town's existing water supply wells are not sufficient to serve the entire zone at an adequate pressure and fill the supply tank; and
>
> WHEREAS, the Town of Jackson seeks to construct a new well and water tank to serve existing domestic and fire suppression needs; and
>
> WHEREAS, the Wyoming Water Development Commission has grants available for Groundwater Exploration Programs; and
>
> WHEREAS, the total project cost for this feasibility exploration is estimated at $135,000; and
>
> WHEREAS, the Town of Jackson desires to apply under said Program for seventy-five percent of the project cost ($101,250), with a required match of twenty-five percent ($33,750) from the Town of Jackson for exploration drilling to locate proposed locations for a new Zone 3 water well to improve water supply to accommodate peak summer demands and fire suppression needs.
>
> NOW, THEREFORE, be it resolved by the Town Council of the Town of Jackson, Wyoming that the Town of Jackson is authorized to file the Ground Water Exploratory Grant Application to the Wyoming Water Development Commission for the purpose of exploration drilling for proposed locations of a new water well in Zone 3 (West Jackson) of the Town's water supply system.
>
> PASSED, APPROVED, AND ADOPTED this 26th day of June 2020.

The vote showed 3-0 in favor and the motion carried with Muldoon and Levinson absent.

Adjourn. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to adjourn. The vote showed all in favor and the motion carried. The meeting adjourned at 11:37 a.m. minutes:spb

TOWN OF JACKSON

ATTEST:

_____
Pete Muldoon, Mayor

_____
Sandra P. Birdyshaw, Town Clerk

Published JH News & Guide: July 8, 2020

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JUNE 29, 2020 **JACKSON, WYOMING**

The Jackson Town Council met in special session in the Council Chambers of the Town Hall at 150 East Pearl at 9:02 A.M. Upon roll call the following were found to be present:

TOWN COUNCIL: *in person:* Mayor Pete Muldoon. *via Webex*: Vice-Mayor Hailey Morton Levinson, Arne Jorgensen, Jim Stanford, and Jonathan Schechter.

STAFF: Larry Pardee, Roxanne Robinson, Lea Colasuonno, Tyler Sinclair, Jason Wright, Todd Smith, Michelle Weber, and Sandy Birdyshaw.

Resolution 20-21: A Resolution Supporting a Requirement to Wear Face Coverings in Public Places. Mayor Pete Muldoon read a draft resolution supporting the Teton County Health Department and Teton District Health Officer Dr. Travis Riddell regarding a public health order currently in effect and efforts to enact an order requiring the wearing of face coverings in public.

Public comment was given by Joanna Love of Jackson Hole News and Guide, Brian Modena of the Travel and Tourism Board, Anna Olson of the Chamber of Commerce, Melissa Turley, Sean Love, and Brianna Moteberg.

A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to approve Resolution 20-21 A Resolution Supporting a Requirement to Wear Face Coverings in Public Places.

RESOLUTION #20-21: A RESOLUTION SUPPORTING A REQUIREMENT TO WEAR FACE COVERINGS IN PUBLIC PLACES.

WHEREAS, COVID-19 was first detected in Wuhan, China in 2019, and since then has spread to over 216 countries including the United States. There are 1,021 confirmed cases of COVID-19 in Wyoming as of June 28, 2020, and 95 confirmed cases of COVID-19 in Teton County as of June 29, 2020, as well as the presence of community spread in Wyoming and Teton County. It is expected that more cases will be diagnosed; and

WHEREAS, the World Health Organization declared COVID-19 a worldwide pandemic as of March 11, 2020; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency concerning the coronavirus, specifically stating that, in "December 2019 a novel (new) coronavirus known as SARS-Co V-2 was first detected in Wuhan, Hubei Province, People's Republic of China, causing outbreaks of the coronavirus disease (COVID-19) that has now spread globally […] The spread of COVID-19 within our Nation's communities threatens to strain our Nation's healthcare systems […] Additional measures […] are needed to successfully contain and combat the virus in the United States"; and

WHEREAS, on March 13, 2020, Wyoming Governor Mark Gordon declared a State of Emergency and Public Health Emergency in the State of Wyoming, stating that on March 11, 2020, an individual within the State of Wyoming tested presumptive positive for COVID-19; and

WHEREAS, a significant number of Wyoming citizens are at risk of serious health complications, including death, from COVID-19. Although most individuals who contract COVID-19 do not become seriously ill, people with mild symptoms, and even asymptomatic persons with COVID-19, place other vulnerable members of the public at significant risk; and

WHEREAS, a large number of persons with serious infections can compromise the ability of the healthcare system in Teton County to deliver the necessary healthcare to the public; and

WHEREAS, Teton County, Wyoming is a tourist destination and other mountain resort communities in the Rocky Mountain region have been nuclei of infection in their respective states (Vail, CO; Park City, UT and Sun Valley/Ketchum, ID); and

WHEREAS, as previous public health orders expire or are replaced with less restrictive orders, Teton County will likely see increasing numbers of visitors from outside the county who can potentially transmit COVID-19 and at the same time will be more likely to interact with each other and with local residents as businesses, tourist destinations such as National Parks, and other services reopen; and

WHEREAS, Teton County Hospital District routinely serves patients not only from within Teton County but also many tourists and residents from Lincoln County, WY, Sublette County, WY, Fremont County, WY, and parts of Eastern Idaho who will further stress its capacity, making it critical that Teton County take steps to slow the spread of COVID-19 infection so as not to overwhelm the local healthcare system in such a way that would result in many preventable deaths; and

WHEREAS, COVID-19 is a respiratory illness, transmitted through person-to-person contact or by contact with surfaces contaminated with the virus. Persons infected with COVID-19 may become symptomatic two to fourteen days after exposure; and

WHEREAS, asymptomatic (including presymptomatic) infected individuals are infectious and without mitigation, the current estimate is that 40%-80% of infections occur from individuals without symptoms. In a study carried out in an isolated village of approximately 3,000 people in northern Italy, it was shown that 50–75% of people with positive pharyngeal molecular tests were totally asymptomatic. This finding was confirmed by a more recent evaluation carried out in China, where to avoid a new outbreak of COVID-19, all the people arriving from overseas were rigorously tested. It was found that among patients with newly identified infections, 78% were asymptomatic. Universal screening of asymptomatic SARS-COV2 in women admitted for delivery in New York City shows that 13.7% were infected, and that asymptomatic women accounted for 88% of infected individuals in the study. Of individuals who do become symptomatic, viral loads are the highest in the presymptomatic and early symptomatic phase, decreasing thereafter; and

WHEREAS, respiratory droplets from infected individuals are a major mode of SARS-CoV-2 transmission. This understanding is the basis of the recommendations for physical distancing, and of the PPE guidance for healthcare workers. Droplets do not only come from coughing or sneezing: in a-/pre-symptomatic individuals, droplets are generated via talking and breathing; and

WHEREAS, SARS-CoV-2, the virus that causes COVID-19, may be broadcast in respiratory droplets "from normal breathing," according to a letter by a committee of the National Academies of Sciences, Engineering, and Medicine. The letter, sent to the White House Office of Science and Technology Policy on April 1, cites numerous studies indicating the presence of coronavirus in aerosols. In one, air samples collected more than 6 feet from two patients in COVID-19 isolation rooms tested positive for SARS-CoV-2 RNA. Until some weeks ago, it was thought that the virus could be transmitted mainly by droplets that are coughed or sneezed out or by previously contaminated objects, with differences according to the initial load and surface characteristics. However, the results of some submitted but not yet peer-reviewed studies seem to indicate the opposite, i.e., the virus can be present in exhaled air produced by talking and breathing; and

WHEREAS, face coverings reduce droplet dispersal. Cloth-based coverings reduce emission of particles by variable amounts, for example one study showed that they are almost completely eliminated. Patients with seasonal coronaviruses (other than SARS-CoV-2) were randomized to exhale breath with or without surgical face masks on. Viral RNA was detected in 40% of aerosols and 30% of respiratory droplets collected from participants without a face mask — but in none collected from those wearing a mask. A second study showed that cloth coverings filtered viral particles during coughing at about 50 to 100% of the filtration efficiency of surgical masks, depending on fabric, with absolute filtration efficiencies of 50-70%. A third study showed 50% filtering efficiency for airborne particles; and

WHEREAS, evidence indicates that face covering wearing reduces the transmissibility per contact by reducing transmission of infected droplets in both laboratory and clinical contexts. Public face covering wearing is most effective at stopping the spread of the virus when compliance is high. This evidence supports the conclusion that more widespread face covering adoption can help to control the COVID-19 epidemic by reducing the shedding of droplets into the environment from asymptomatic individuals. This is also consistent with the experiences of other countries that have adopted this strategy. One ecological analysis found that, "In countries with cultural norms or government policies supporting public mask-wearing, per-capita coronavirus mortality increased on average by just 5.4% each week, as compared with 48% each week in countries that did not wear masks."; and

WHEREAS, in the most comprehensive, systematic review and meta-analysis of face coverings published to date, Chu et al. found that face masks could reduce risk of transmission of COVID-19 by an expected 85 percent; and

WHEREAS, guidelines published by the U.S. Centers for Disease Control (CDC) on April 3, 2020, recommend that all people wear cloth face coverings in public settings where other physical distancing measures may be difficult to maintain. CDC also advises the use of simple cloth face

coverings to slow the spread of the virus and help people who may have the virus and do not know it from transmitting it to others; and

WHEREAS, orders requiring face coverings in total or in part are already in place state-wide in most U.S. states and in many local areas in other U.S. states; and

WHEREAS, decreased transmissibility due to face covering use could substantially reduce the death toll and economic impact while the cost of the intervention is low; and

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, having duly met on June 29, 2020, at a Special Town Council Meeting, which was properly noticed and open to the public, and having fully considered the matter at hand, that:

1. A requirement that individuals wear a face covering, combined with practicing social distancing and washing hands often, protects the public, including residents, visitors and guests of the community, to the highest degree possible; and

2. A requirement that individuals wear a face covering will slow the spread of COVID-19 in the community and ensure the ability of the healthcare system in Teton County to deliver the necessary healthcare to the public; and

3. A requirement that individuals wear a face covering will protect the long-term economic health of the community by slowing the spread of COVID-19, ensuring the best possible opportunity for our local businesses to continue welcoming and serving tourists and visitors to our Town and region throughout the summer and fall months; and

4. The Jackson Town Council supports the Teton County Health Department and Dr. Travis Riddell, MD, MPH, the Teton District Health Officer, with regard to the public health order(s) currently in effect and their efforts to enact order(s) requiring the wearing of face coverings in public, including any exceptions they deem necessary, and strongly urge compliance therewith.

PASSED, APPROVED, AND ADOPTED this 29th day of June 2020.

The Council held discussion. Chief of Police Todd Smith made staff comment. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to adjourn. The vote showed all in favor and the motion carried. The meeting adjourned at 10:02 a.m. minutes:spb

TOWN OF JACKSON

_____
Pete Muldoon, Mayor

ATTEST:

_____
Sandra P. Birdyshaw, Town Clerk

Published JH News & Guide: July 8, 2020

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6350	4IMPRINT	052720	advertising	05/27/2020	10.80	10.80	07/02/2020
Total 6350:					10.80	10.80	
6690	ABBOTT, BEN	062320	REFUND OVERPAYMENT ON U	06/23/2020	217.81	217.81	07/02/2020
Total 6690:					217.81	217.81	
51	ACE HARDWARE	693694	center street water	04/09/2020	19.96	19.96	07/02/2020
51	ACE HARDWARE	701243	SPLY FCT 3/8 AND BATTERY-A	06/08/2020	25.96	25.96	07/02/2020
51	ACE HARDWARE	701770	sneaze shield town hall	06/11/2020	14.99	14.99	07/02/2020
51	ACE HARDWARE	703588	gas powered limb trimmer for WW	06/25/2020	649.95	.00	
Total 51:					710.86	60.91	
4730	ADVANCED PUMP & EQUIPME	061520	pay app #4 lift station project	06/15/2020	17,100.00	17,100.00	07/02/2020
4730	ADVANCED PUMP & EQUIPME	10157	April and May COVID test kits for t	06/11/2020	960.00	960.00	07/02/2020
4730	ADVANCED PUMP & EQUIPME	10163	installation of new pumps in lift sta	06/11/2020	2,400.00	2,400.00	07/02/2020
Total 4730:					20,460.00	20,460.00	
2269	AFLAC	360089	ACCOUNT #y9599	06/25/2020	2,805.34	2,805.34	06/30/2020
Total 2269:					2,805.34	2,805.34	
88	AIRGAS INTERMOUNTAIN INC.	2397067	monthly 3 cylinder rentals	05/31/2020	115.36	115.36	07/02/2020
88	AIRGAS INTERMOUNTAIN INC.	9101594687	argon gas for welder	05/27/2020	264.16	264.16	07/02/2020
88	AIRGAS INTERMOUNTAIN INC.	9970616410	RENT CY LARGE ACETYLENE,	04/30/2020	112.43	112.43	07/02/2020
Total 88:					491.95	491.95	
4489	ALL-STAR AUTO PARTS	559423	coolant for bus 1600	05/20/2020	45.64	45.64	07/02/2020
Total 4489:					45.64	45.64	
2458	AMERIGAS	3107964494	propane for WWTP UV	06/09/2020	274.01	274.01	07/02/2020
2458	AMERIGAS	3107964496	propane for WWTP main	06/09/2020	969.72	969.72	07/02/2020
Total 2458:					1,243.73	1,243.73	
577	BADGER DAYLIGHTING CORP	AR00311132	MOBILIZATION	10/31/2019	2,210.25	2,210.25	07/02/2020
Total 577:					2,210.25	2,210.25	
4920	BEST BEST & KRIEGER	879795	BB&K professional services for ne	06/23/2020	1,061.50	1,061.50	07/02/2020
Total 4920:					1,061.50	1,061.50	
3500	BISON LUMBER	2006-731088	deck screws for boardwalk	06/15/2020	113.67	113.67	07/02/2020
Total 3500:					113.67	113.67	
1560	BLUE SPRUCE CLEANERS,INC	BS-05-100975	ALTERATIONS FOR ROBE	06/18/2020	22.63	22.63	07/02/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 1560:				22.63	22.63	
6688	BUECHLEY, KIT	06/19/20	RETURN HOUSING DEPOSIT 44	06/19/2020	2,700.00	2,700.00	06/19/2020
	Total 6688:				2,700.00	2,700.00	
4614	C & A PROFESSIONAL CLEANI	JULY012020	Town Hall gym cleaning, FY21.	07/01/2020	820.41	.00	
4614	C & A PROFESSIONAL CLEANI	JULY012020P	parking garage July cleaning, FY2	07/01/2020	460.26	.00	
4614	C & A PROFESSIONAL CLEANI	JULY012020T	July Town Hall cleaning. FY21	07/01/2020	4,157.11	.00	
4614	C & A PROFESSIONAL CLEANI	JULY12020PW	PW july cleaning. FY21	07/01/2020	2,307.06	.00	
4614	C & A PROFESSIONAL CLEANI	JUNE	bunk house cleaning	06/18/2020	75.00	.00	
	Total 4614:				7,819.84	.00	
4088	C.M. OWEN CONSTRUCTION, L	20201-1	spring patch and overlay pay app	06/09/2020	204,013.83	204,013.83	07/02/2020
4088	C.M. OWEN CONSTRUCTION, L	20201-2	Spring Patch and Overlay pay app	06/09/2020	22,668.20	22,668.20	07/02/2020
	Total 4088:				226,682.03	226,682.03	
5	CARQUEST AUTO PARTS INC.	6090-479026	brakes for sheriff tahoe	05/23/2020	104.67	104.67	07/02/2020
5	CARQUEST AUTO PARTS INC.	6090-480518	brake pad set 2017 chev tahoe	06/04/2020	104.67	.00	
	Total 5:				209.34	104.67	
10	CASH	062320	Petty cash	06/23/2020	16.75	16.75	07/02/2020
10	CASH	062320	Petty cash	06/23/2020	91.31	91.31	07/02/2020
10	CASH	062320	Petty cash	06/23/2020	42.00	42.00	07/02/2020
10	CASH	062320	Petty cash	06/23/2020	7.00-	7.00-	07/02/2020
10	CASH	062320	Petty cash	06/23/2020	52.98	52.98	07/02/2020
	Total 10:				196.04	196.04	
5322	CHARGEPOINT, INC	IN76936	CPE250-SCEK METRIC	06/18/2020	2,950.00	2,950.00	07/02/2020
	Total 5322:				2,950.00	2,950.00	
444	CHARLIER ASSOCIATES INC.	1448	ITP TECHNICAL UPDATE	05/31/2020	2,173.88	2,173.88	07/02/2020
	Total 444:				2,173.88	2,173.88	
5967	CITY OF DRIGGS	BBSTART2020	BUS BARN RENT JULY2020	07/01/2020	69.40	69.40	07/02/2020
5967	CITY OF DRIGGS	BBSTART2020	BUS BARN RENT JULY2020	07/01/2020	1,278.00	1,278.00	07/02/2020
5967	CITY OF DRIGGS	BBSTART2020	BUS BARN RENT JULY2020	07/01/2020	386.41	386.41	07/02/2020
	Total 5967:				1,733.81	1,733.81	
6687	CLEWLEY, SARAH	061820	BAIL REFUND CASE 20-03-0126	06/18/2020	1,240.00	1,240.00	06/18/2020
	Total 6687:				1,240.00	1,240.00	
4943	CODE STUDIO	1903	DOWNTOWN/HISTORIC	05/19/2020	4,413.75	4,413.75	07/02/2020
	Total 4943:				4,413.75	4,413.75	
4292	Commercial Tire-ID Falls	126337	four tires for CSO Sonic	06/30/2020	197.84	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4292:					197.84	.00	
4887	CONTROL SYSTEM TECHNOLO	9663	SCADA programming and installat	06/09/2020	6,562.00	6,562.00	07/02/2020
Total 4887:					6,562.00	6,562.00	
6475	CONVERGEONE, INC	IE9056229	Network infrastructure for P&R ad	06/17/2020	9,007.10	9,007.10	07/02/2020
Total 6475:					9,007.10	9,007.10	
6683	COOK, THOMAS	061620	RELEASE BOND B18-0608 130	06/16/2020	1,250.00	1,250.00	07/02/2020
Total 6683:					1,250.00	1,250.00	
1691	CORE & MAIN LP	M381708	for the purchase of large water me	05/19/2020	19,956.00	19,956.00	07/02/2020
Total 1691:					19,956.00	19,956.00	
3001	CREATIVE ENERGIES, LLC	5495	new motherboard for solar inverte	06/11/2020	3,463.75	3,463.75	07/02/2020
Total 3001:					3,463.75	3,463.75	
611	CUMMINS ROCKY MOUNTAIN L	59-10429	service call for DEF problems for	06/17/2020	1,751.89	1,751.89	07/02/2020
Total 611:					1,751.89	1,751.89	
6689	DEERE & COMPANY	116867829	new john deer tractor invoice	04/29/2020	65,091.04	.00	
Total 6689:					65,091.04	.00	
65	DELCON INC	22104	For Water Division. Electrical wor	05/31/2020	5,501.00	5,501.00	07/02/2020
65	DELCON INC	22105	well house #3 breaker. Offset wit	05/31/2020	550.00	550.00	07/02/2020
Total 65:					6,051.00	6,051.00	
708	DELTA DENTAL PLAN OF WYO	06012020	MAY CLAIMS	06/01/2020	3,184.20	3,184.20	06/22/2020
Total 708:					3,184.20	3,184.20	
6667	DISCOUNT CELL, INC.	OE-23538	This request is for 2 police vehicle	05/11/2020	560.00	560.00	07/02/2020
Total 6667:					560.00	560.00	
2175	DIVISION OF VICTIM SERVICES	063020	Crime Victim SurchAGE	07/02/2020	650.00	.00	
Total 2175:					650.00	.00	
3408	E.R. OFFICE EXPRESS	15700	Copy paper and shipping tape	06/22/2020	338.16	338.16	07/02/2020
3408	E.R. OFFICE EXPRESS	15704	Copy paper and shipping tape	06/22/2020	23.89	23.89	07/02/2020
3408	E.R. OFFICE EXPRESS	15761	2 boxes of copy paper	06/30/2020	179.78	179.78	07/02/2020
Total 3408:					541.83	541.83	
5223	ENERGY CONSERVATION WOR	TOJ 2003	ANNUAL CONTRACT 19-20	03/04/2020	35,000.00	35,000.00	07/02/2020
Total 5223:					35,000.00	35,000.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1134	ENERGY LABORATORIES INC.	320400	weekly testing WWTP	06/15/2020	302.00	302.00	07/02/2020
1134	ENERGY LABORATORIES INC.	321336	weekly wastewater testing	06/18/2020	114.00	114.00	07/02/2020
Total 1134:					416.00	416.00	
81	EVANS CONSTRUCTION INC	205819	weighed buses for START to get	06/12/2020	11.00	.00	
81	EVANS CONSTRUCTION INC	205820	weighed buses for START to get	06/12/2020	11.00	.00	
81	EVANS CONSTRUCTION INC	205825	weighed buses for START to get	06/12/2020	11.00	.00	
81	EVANS CONSTRUCTION INC	205826	weighed buses for START to get	06/12/2020	11.00	.00	
81	EVANS CONSTRUCTION INC	205828	weighed buses for START to get	06/12/2020	11.00	.00	
81	EVANS CONSTRUCTION INC	6159	TOWN OF JACKSON SALTED S	03/02/2020	423.82	423.82	07/02/2020
Total 81:					478.82	423.82	
3885	EVIDENT	061520	Evidence supplies.	06/15/2020	319.70	319.70	07/02/2020
Total 3885:					319.70	319.70	
3195	FERGUSON ENTERPRISES, IN	8297217	trash bags	06/09/2020	16.96	.00	
Total 3195:					16.96	.00	
1022	GALLS INC.	015840094	Patrol uniforms for new officer Wy	06/11/2020	435.13	435.13	07/02/2020
Total 1022:					435.13	435.13	
6126	GARMIN USA	DL15166726	Monthly bill to Garmin, USA	05/27/2020	64.95	64.95	07/02/2020
Total 6126:					64.95	64.95	
6464	GEITTMANN LARSON SWIFT LL	10221	GLS Legal Representation Litigati	06/09/2020	1,820.00	1,820.00	07/02/2020
Total 6464:					1,820.00	1,820.00	
4212	GILLIG LLC	40701334	oil cooled alternator for bus 205 (o	06/26/2020	1,491.35	1,491.35	07/02/2020
4212	GILLIG LLC	40704619	steering components for Bus 209	06/09/2020	956.26	956.26	07/02/2020
4212	GILLIG LLC	40708072	axle shaft for bus 273	06/19/2020	381.07	.00	
4212	GILLIG LLC	40708387	alternator for bus 202	06/22/2020	1,491.35	1,491.35	07/02/2020
Total 4212:					4,320.03	3,938.96	
6685	GLOCK Professional, Inc.	TPR/10013840	GLOCK ARMOR SCHOOL - TUIT	06/09/2020	500.00	500.00	07/02/2020
Total 6685:					500.00	500.00	
5538	GRISAMER, WADE	62	public works mens bathroom floori	04/29/2020	1,403.96	1,403.96	06/24/2020
5538	GRISAMER, WADE	62	public works mens bathroom floori	04/29/2020	1,403.96	1,403.96	06/24/2020
5538	GRISAMER, WADE	62	public works mens bathroom	04/29/2020	1,403.96	1,403.96	06/24/2020
Total 5538:					4,211.88	4,211.88	
6551	GWALTNEY, WOODROW	061020	Woodrow Gwaltney DOT physical.	06/10/2020	155.00	155.00	07/02/2020
6551	GWALTNEY, WOODROW	063030	safety boots for Woodrow	06/30/1930	100.00	100.00	07/02/2020
Total 6551:					255.00	255.00	
6686	HCC LIFE INSURANCE COMPA	07/01/20	July Premium	05/26/2020	55,783.44	55,783.44	06/17/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6686:					55,783.44	55,783.44	
96	HIGH COUNTRY LINEN	0194297	MATS	06/03/2020	61.93	61.93	07/02/2020
96	HIGH COUNTRY LINEN	0194987	public restroom supplies	06/08/2020	7.50	7.50	07/02/2020
96	HIGH COUNTRY LINEN	0195465	LAUNDRY BAD AND TOWELS	06/10/2020	97.20	97.20	07/02/2020
96	HIGH COUNTRY LINEN	0196081	public restroom supplies	06/15/2020	25.31	25.31	07/02/2020
96	HIGH COUNTRY LINEN	0196497	Rugs	06/17/2020	61.93	61.93	07/02/2020
96	HIGH COUNTRY LINEN	0196501	rag/towel service delivery (monthl	06/17/2020	86.57	86.57	07/02/2020
96	HIGH COUNTRY LINEN	0197819	June - Bldg mats	05/24/2020	220.50	220.50	07/02/2020
96	HIGH COUNTRY LINEN	S0194388	soap	06/03/2020	57.25	.00	
96	HIGH COUNTRY LINEN	S0194388	garbage bags	06/03/2020	79.30	.00	
96	HIGH COUNTRY LINEN	S0195543	Sanitizer Dispenser & 6 pack Sani	06/11/2020	96.60	96.60	07/02/2020
96	HIGH COUNTRY LINEN	S0195936	public restrooms supplies	06/12/2020	117.00	117.00	07/02/2020
96	HIGH COUNTRY LINEN	S0196151	public restroom supplies	06/15/2020	142.50	142.50	07/02/2020
96	HIGH COUNTRY LINEN	S0196920	six sanitizing stations for Town Sq	06/18/2020	1,379.94	1,379.94	07/02/2020
Total 96:					2,433.53	2,296.98	
36	IDAHO STATE TAX COMMISSIO	06222020	June withholdings	06/22/2020	3,531.00	3,531.00	06/22/2020
Total 36:					3,531.00	3,531.00	
3323	IDAHO TRAFFIC SAFETY, INC.	192537	glass beads for painting	06/12/2020	800.00	800.00	07/02/2020
Total 3323:					800.00	800.00	
4677	IDEXX DISTRIBUTION, INC.	3065762123	WWTP lab testing inventory	06/10/2020	393.97	393.97	07/02/2020
Total 4677:					393.97	393.97	
2	JACKSON CURBSIDE INC.	00027956	downtown recycling, offset with 10	06/10/2020	985.00	985.00	07/02/2020
Total 2:					985.00	985.00	
6474	JACKSON HOLE LAW, PC	1218	professional services for Muni Co	06/30/2020	1,500.00	1,500.00	07/02/2020
Total 6474:					1,500.00	1,500.00	
131	JACKSON HOLE NEWS & GUID	311444	Planning Legal Notice Item - P20-	05/20/2020	29.23	29.23	07/02/2020
131	JACKSON HOLE NEWS & GUID	311445	Planning Legal Notice - Item P20-	05/20/2020	29.23	29.23	07/02/2020
131	JACKSON HOLE NEWS & GUID	311446	Planning Legal Notice - Item P20-	05/20/2020	29.23	29.23	07/02/2020
131	JACKSON HOLE NEWS & GUID	312126	Lateral Police Officer Recruitment	06/10/2020	132.00	132.00	07/02/2020
131	JACKSON HOLE NEWS & GUID	312219	Meeting Minutes 060120 JIM	06/10/2020	237.98	237.98	07/02/2020
131	JACKSON HOLE NEWS & GUID	312220	Meeting Minutes 060120 Regular	06/10/2020	534.40	534.40	07/02/2020
131	JACKSON HOLE NEWS & GUID	312221	Meeting Minutes 060220 Special	06/10/2020	50.10	50.10	07/02/2020
131	JACKSON HOLE NEWS & GUID	312291	Legal Description P20-088	06/10/2020	29.23	29.23	07/02/2020
131	JACKSON HOLE NEWS & GUID	312325	Week two of Police Officer Postin	06/17/2020	118.80	118.80	07/02/2020
131	JACKSON HOLE NEWS & GUID	312433	New Restaurant Liquor Licnese:	06/17/2020	66.80	66.80	07/02/2020
131	JACKSON HOLE NEWS & GUID	312434	advertisement for retainage and fi	06/17/2020	110.96	.00	
131	JACKSON HOLE NEWS & GUID	312706	41 day notice in the paper for lift s	06/24/2020	291.92	.00	
131	JACKSON HOLE NEWS & GUID	312707	6-15 Town Council Regular Meeti	06/24/2020	784.90	784.90	07/02/2020
131	JACKSON HOLE NEWS & GUID	312709	6-15 Council Workshop Meeting	06/24/2020	62.63	62.63	07/02/2020
Total 131:					2,507.41	2,104.53	
115	JACKSON PAINT AND GLASS, I	I116888	145 W Hansen Shower Door Seal	06/08/2020	10.66	10.66	07/02/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 115:					10.66	10.66	
121	J-B MECHANICAL	28577	Maytag 20.51cuft Refrigerator. Ol	06/18/2020	835.00	835.00	07/02/2020
Total 121:					835.00	835.00	
5155	JELLY DONUT, LLC	I002136	SHORT INVOICE AMOUNT	05/02/2020	10.00	10.00	06/16/2020
Total 5155:					10.00	10.00	
139	JORGENSEN ASSOCIATES, PC	44433	flat creek/karns sewer study	05/22/2020	2,596.25	2,596.25	07/02/2020
139	JORGENSEN ASSOCIATES, PC	44437	cache creek tube - sewer	05/26/2020	3,383.07	3,383.07	07/02/2020
139	JORGENSEN ASSOCIATES, PC	44593	invoice 44593 for phase 1 Core S	06/19/2020	91,962.42	91,962.42	07/02/2020
Total 139:					97,941.74	97,941.74	
5473	KELLERSTRASS ENTERPRISES	1201549	8003 gallons unleaded, 2001 gallo	06/08/2020	17,780.33	17,780.33	07/02/2020
Total 5473:					17,780.33	17,780.33	
2485	KENWORTH SALES COMPANY	IDFIN4063556	30 lb of freon for bus a/c	06/15/2020	95.95	95.95	07/02/2020
Total 2485:					95.95	95.95	
5614	KIMBALL MIDWEST	7961193	insert kit for bus 1600	05/21/2020	131.31	131.31	07/02/2020
Total 5614:					131.31	131.31	
671	LINCOLN NATIONAL LIFE	4103693493	107391 PREMIUM	06/30/2020	1,225.59	1,225.59	06/30/2020
Total 671:					1,225.59	1,225.59	
2224	LOCAL GOV'T LIABILITY POOL	12811	Membership renewal 07 01 20- 06	06/30/2020	84,046.00	84,046.00	07/02/2020
Total 2224:					84,046.00	84,046.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE010840	HVAC control work, january 22	05/31/2020	236.00	236.00	07/02/2020
Total 4380:					236.00	236.00	
156	LOWER VALLEY ENERGY INC	62050388 05 1	Electric - Etna Bus Barn for June	05/10/2020	21.38	21.38	07/02/2020
Total 156:					21.38	21.38	
677	MACY'S SERVICES	32122	Spring headworks cleaning WWT	05/31/2020	2,003.50	2,003.50	07/02/2020
Total 677:					2,003.50	2,003.50	
6679	McWHORTER TECHNOLOGIES	2154	Police Officer Recruitment Ad	06/01/2020	100.00	100.00	07/02/2020
Total 6679:					100.00	100.00	
3187	MERIDIAN ENGINEERING P.C.	ME-1489	PREPARE SITE PLAN USING 20	05/04/2020	741.00	741.00	07/02/2020
Total 3187:					741.00	741.00	
4880	MHL SYSTEMS	20-14831	parts for HWY plow truck and gra	03/25/2020	4,036.00	4,036.00	07/02/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4880:					4,036.00	4,036.00	
4817	MOUNTAIN ELECTRICAL	1387	bunk house bedroom 1 cover heat	06/30/2020	262.50	.00	
Total 4817:					262.50	.00	
6561	MUNICIPAL CODE CORPORATI	00345471	legal review	06/30/2020	700.00	700.00	07/02/2020
Total 6561:					700.00	700.00	
257	NAPA AUTO PARTS INC.	913997	air filters for inventory	04/23/2020	213.36	213.36	07/02/2020
257	NAPA AUTO PARTS INC.	920470	fuel filter for bus 323	06/01/2020	16.67	16.67	07/02/2020
257	NAPA AUTO PARTS INC.	920756	starter for bus 279	06/02/2020	311.15	311.15	07/02/2020
257	NAPA AUTO PARTS INC.	921388	1 oil and 3 air filters for inventory	06/04/2020	54.39	54.39	07/02/2020
257	NAPA AUTO PARTS INC.	921389	four oil filters for stock	06/04/2020	13.04	13.04	07/02/2020
257	NAPA AUTO PARTS INC.	921508	credit	06/05/2020	273.77-	.00	
257	NAPA AUTO PARTS INC.	922680	24 volt solenoid for bus 279	06/10/2020	35.36	35.36	07/02/2020
257	NAPA AUTO PARTS INC.	922713	CREDIT	06/10/2020	21.95-	.00	
257	NAPA AUTO PARTS INC.	922835	air filters for PD	06/11/2020	20.67	20.67	07/02/2020
257	NAPA AUTO PARTS INC.	922908	battery for key FOB	06/11/2020	6.11	6.11	07/02/2020
257	NAPA AUTO PARTS INC.	923067	30 lbs freon for a/c buses	06/12/2020	115.41	115.41	07/02/2020
257	NAPA AUTO PARTS INC.	923131	filters for global sweeper	06/12/2020	71.34	71.34	07/02/2020
257	NAPA AUTO PARTS INC.	923613	bulbs for sheriff	06/15/2020	8.70	8.70	07/02/2020
257	NAPA AUTO PARTS INC.	924285	4 air filters for stock patrol vehicle	06/18/2020	43.20	43.20	07/02/2020
257	NAPA AUTO PARTS INC.	924497	2 oil filters	06/19/2020	12.56	.00	
257	NAPA AUTO PARTS INC.	924528	hose clamps for bus 205	06/19/2020	2.36	2.36	07/02/2020
Total 257:					628.60	911.76	
187	NELSON ENGINEERING	52326	2020 capacity study water	05/22/2020	8,118.95	8,118.95	07/02/2020
187	NELSON ENGINEERING	52326A	capacity study sewer	05/22/2020	8,118.95	8,118.95	07/02/2020
Total 187:					16,237.90	16,237.90	
6213	New West Building Company Inc.	062520	RELEASE BOND B19-0355	06/30/2020	1,000.00	1,000.00	07/02/2020
6213	New West Building Company Inc.	062520	RELEASE BOND B19-0354	06/30/2020	4,000.00	4,000.00	07/02/2020
Total 6213:					5,000.00	5,000.00	
506	NORTH PARK TRANSPORTATI	72512340	freight for cutting edges delivered	12/26/2019	99.20	99.20	07/02/2020
Total 506:					99.20	99.20	
6607	OPS STRATEGIES, LLC	20029	2020 INDICATOR REPORT	05/31/2020	1,487.50	1,487.50	07/02/2020
Total 6607:					1,487.50	1,487.50	
4894	PLATT	IO24605	snow king LED fixtures inv. 4. Co	06/15/2020	1,560.45	.00	
4894	PLATT	OHO9007	snow king LED fixtures inv 2	05/18/2020	6,494.13	6,494.13	07/02/2020
4894	PLATT	OHO9353	snow king LED fixtures	05/14/2020	962.85	962.85	07/02/2020
4894	PLATT	OHO9454	Snow King LED fixtures inv-3	05/22/2020	6,194.05	6,194.05	07/02/2020
4894	PLATT	OJ19548	Snow King LED fixtures. This ite	05/18/2020	26,501.17	26,501.17	07/02/2020
4894	PLATT	OJ43964	Snow King LED fixtures inv-3	05/21/2020	8,407.80	8,407.80	07/02/2020
4894	PLATT	OK69028	snow king LED fixtures inv 4. Cou	06/10/2020	1,849.06	.00	
4894	PLATT	OKO7271	snow king LED fixtures inv-3. Thi	05/29/2020	1,196.45	1,196.45	07/02/2020
4894	PLATT	OLO8021	snow king LED fixtures inv. 4. Co	06/15/2020	2,963.93	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4894:					56,129.89	49,756.45	
6483	PREMIER TRUCK- SALT LAKE C	775165565	tubes and freight for bus 276	05/04/2020	96.96	.00	
6483	PREMIER TRUCK- SALT LAKE C	775180207	crank case filters	04/16/2020	267.76	.00	
6483	PREMIER TRUCK- SALT LAKE C	775186830	hose elbow and freight for recycle	05/14/2020	68.40	.00	
6483	PREMIER TRUCK- SALT LAKE C	775194688	crank pulley for bus 209	06/16/2020	248.54	248.54	07/02/2020
6483	PREMIER TRUCK- SALT LAKE C	775196993	sensor	06/18/2020	165.76	.00	
Total 6483:					847.42	248.54	
6649	QUADIENT LEASING USA, INC.	N8357561	POSTAGE MACHINE LEASE	06/22/2020	468.69	468.69	07/02/2020
Total 6649:					468.69	468.69	
6274	REES, DAVID	062520	reimburse for DOT	06/25/2020	100.00	100.00	07/02/2020
Total 6274:					100.00	100.00	
5672	RINK-TEC INTERNATIONAL, IN	4287	ammonia compressor oil	06/10/2020	236.55	236.55	07/02/2020
Total 5672:					236.55	236.55	
6684	RU2 Systems Inc.	41751	Electronic message board. Paid by SHSP grant.	06/08/2020	19,997.00	19,997.00	06/17/2020
6684	RU2 Systems Inc.	41752	RADAR SPEED SIGN - RETROFI	06/19/2020	9,524.00	9,524.00	07/02/2020
6684	RU2 Systems Inc.	42029	Electronic message board New Vendor: RU2 Systems Inc.	06/08/2020	12,559.00	12,559.00	07/02/2020
Total 6684:					42,080.00	42,080.00	
5812	RUI INC. DBA VILLAGE GARDN	1319447	915 Simon Unoccupied lawn care	06/30/2020	274.92	.00	
Total 5812:					274.92	.00	
6657	SIMON ASSOCIATES LLC	I-736	984 budge dr third party review - g	05/15/2020	2,000.00	2,000.00	07/02/2020
Total 6657:					2,000.00	2,000.00	
4699	SNAKE RIVER ROASTING	612185	coffee for PW breakroom	06/16/2020	195.80	195.80	07/02/2020
4699	SNAKE RIVER ROASTING	612206	Coffee	06/23/2020	97.90	97.90	07/02/2020
4699	SNAKE RIVER ROASTING	612231	coffee	06/25/2020	97.90	97.90	07/02/2020
Total 4699:					391.60	391.60	
4850	SPRADLEY BARR MOTORS, IN	56458	new ford utility vehicle 3	06/19/2020	29,633.00	.00	
4850	SPRADLEY BARR MOTORS, IN	56459	new ford utility vehicle 2	06/19/2020	27,133.00	.00	
4850	SPRADLEY BARR MOTORS, IN	56461	new ford utility vehicle 1	06/19/2020	27,133.00	.00	
Total 4850:					83,899.00	.00	
241	ST JOHN'S HOSPITAL	50000300	Legal Blood draws for DUI arrests	05/21/2020	130.00	130.00	07/02/2020
Total 241:					130.00	130.00	
5055	STOTZ EQUIPMENT	P76623	radio for new tractor ordered in M	04/15/2020	1,231.73	1,231.73	07/02/2020
Total 5055:					1,231.73	1,231.73	
1443	TETON COUNTY CLERK	06302020	2019-2020 electrical fees	06/30/2020	102,504.00	102,504.00	07/02/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1443:					102,504.00	102,504.00	
3561	TETON COUNTY DISTRICT COU	06302020	case #18119	06/30/2020	441.75	441.75	06/30/2020
Total 3561:					441.75	441.75	
1227	TETON COUNTY SCHOOL DIST	06302020	2019-2020 exactions	06/30/2020	22,000.00	22,000.00	07/02/2020
Total 1227:					22,000.00	22,000.00	
2327	TETON COUNTY SHERIFF-DISP	061520	jan-mar 2020	06/15/2020	5,419.17	5,419.17	07/02/2020
Total 2327:					5,419.17	5,419.17	
268	TETON MOTORS INC	5094466	brakes and rotors for sheriff tahoe	05/26/2020	65.70	65.70	07/02/2020
268	TETON MOTORS INC	5094467	coolant bottle for sheriff tahoe	05/26/2020	53.18	53.18	07/02/2020
268	TETON MOTORS INC	5094533	brakes and rotors for sheriff tahoe	06/01/2020	223.52	223.52	07/02/2020
268	TETON MOTORS INC	5094637	evap vent solenoid for START Ta	06/09/2020	51.34	51.34	07/02/2020
268	TETON MOTORS INC	5094648	wire harness for START Tahoe	06/11/2020	27.75	27.75	07/02/2020
268	TETON MOTORS INC	5094776	patrol unit oil sensor	06/22/2020	63.35	.00	
Total 268:					484.84	421.49	
6692	The Lodge @ Jackson Hole	062320	Refund double payment on passe	06/23/2020	2,880.00	2,880.00	07/02/2020
Total 6692:					2,880.00	2,880.00	
5067	TITAN MACHINERY	14028926 GP	scissor asm for broom badger ord	06/27/2020	5,846.11	5,846.11	07/02/2020
Total 5067:					5,846.11	5,846.11	
6579	TITLE 22 CONSULTANTS	050520	PLAT REVIEW	05/05/2020	404.43	404.43	07/02/2020
Total 6579:					404.43	404.43	
6363	TMSC LLC	2020-005-SKE	snow king LED labor inv. 2	06/09/2020	12,045.00	12,045.00	07/02/2020
6363	TMSC LLC	2020-005-SKE	snow king LED labor inv. #3	06/09/2020	16,060.00	16,060.00	07/02/2020
6363	TMSC LLC	2020-005-SKE	snow king LED labor inv. 4 (Coun	06/19/2020	16,060.00	.00	
Total 6363:					44,165.00	28,105.00	
4649	ULINE	121398233	racks for new garage at WWTP	06/25/2020	4,446.62	.00	
4649	ULINE	38546309	trash bags and rubber gloves, ma	06/25/2020	241.42	241.42	07/02/2020
Total 4649:					4,688.04	241.42	
3527	UPS	0000129VW41	SHIPPING CHARGE-POLICE	04/06/2019	10.17	10.17	07/02/2020
3527	UPS	0000129VW41	SHIPPING CHARGE-POLICE	04/13/2019	10.17	10.17	07/02/2020
3527	UPS	0000129VW42	SHIPPING CHARGE-POLICE	06/22/2019	35.85	35.85	07/02/2020
Total 3527:					56.19	56.19	
3881	VALLEY OFFICE SYSTEMS	ARB51412	Repair for fuser on Building depart	06/02/2020	785.00	785.00	07/02/2020
Total 3881:					785.00	785.00	
3070	VALLEY WEST ENGINEERING,	1498	engineer services during construct	06/16/2020	4,046.43	4,046.43	07/02/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3070	VALLEY WEST ENGINEERING,	1499	engineer services during construct	06/16/2020	6,251.43	6,251.43	07/02/2020
Total 3070:					10,297.86	10,297.86	
3420	VISA	06182020	JUNE BILLING	06/18/2020	6,850.34	6,850.34	06/18/2020
Total 3420:					6,850.34	6,850.34	
2736	W.A.R.M. PROPERTY INSURAN	1297	PROPERTY INSURANCE	07/01/2020	234,254.77	234,254.77	07/02/2020
2736	W.A.R.M. PROPERTY INSURAN	1338	Crimer Coverage 2020-2021	07/01/2020	741.60	741.60	07/02/2020
Total 2736:					234,996.37	234,996.37	
1358	WAMCAT	063020	WAMCAT membership for Birdys	06/30/2020	130.00	130.00	07/02/2020
Total 1358:					130.00	130.00	
244	WATTS STEAM STORE ROCKY	74626	service call for Hotsy sprayer WW	04/28/2020	250.00	250.00	07/02/2020
Total 244:					250.00	250.00	
6494	WELLER TRUCK PARTS	402063982	SENSOR W SHORT CLIP	05/01/2020	116.59	116.59	07/02/2020
Total 6494:					116.59	116.59	
472	WHITE GLOVE CLEANING, INC.	6283	June - Janitorial and Bus Shelter	05/31/2020	2,568.13	2,568.13	07/02/2020
Total 472:					2,568.13	2,568.13	
6497	WINTER & COMPANY	22714	TOWN OF JACKSON CHARACT	05/31/2020	17,848.75	17,848.75	07/02/2020
Total 6497:					17,848.75	17,848.75	
3619	WY CHILD SUPPORT ENFORCE	06172020	case #209790	06/17/2020	146.76	146.76	06/18/2020
3619	WY CHILD SUPPORT ENFORCE	06302020	case #209790	06/30/2020	146.76	146.76	06/30/2020
Total 3619:					293.52	293.52	
4139	WY WORKERS' SAFETY & COM	06302020	JULY PREMIUM	06/30/2020	7,530.80	7,530.80	06/30/2020
Total 4139:					7,530.80	7,530.80	
2547	WYOMING FINANCIAL INSUAN	070120	agreement 07 01 20- 06 30 21	07/01/2020	6,750.00	6,750.00	07/02/2020
2547	WYOMING FINANCIAL INSUAN	15531	ELIGIBILITY NOTICES	06/03/2020	72.00	72.00	07/02/2020
Total 2547:					6,822.00	6,822.00	
5788	WYOMING GARAGE DOOR, LLC	2267	Estimate to fix garage door on wa	05/28/2020	525.00	525.00	07/02/2020
5788	WYOMING GARAGE DOOR, LLC	2270	to fix Tyler Sinclair's garage door t	06/10/2020	215.50	215.50	07/02/2020
Total 5788:					740.50	740.50	
406	WYOMING LAW ENFORCEMEN	063020	OFFICER EDUCATION TRAININ	06/30/2020	50.00	.00	
Total 406:					50.00	.00	
329	WYOMING RETIREMENT SYST	194261	June contributions	06/22/2020	30,070.73	30,070.73	06/22/2020
329	WYOMING RETIREMENT SYST	194262	JUNE CONTRIBUTIONS	06/22/2020	28,066.27	28,066.27	06/22/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
329	WYOMING RETIREMENT SYST	194263	JUNE CONTRIBUTIONS	06/22/2020	45,234.43	45,234.43	06/22/2020
Total 329:					103,371.43	103,371.43	
2842	YELLOW IRON EXCAVATION, L	46929	455 VINE street	05/31/2020	17.50	17.50	07/02/2020
2842	YELLOW IRON EXCAVATION, L	46929	455 VINE street	05/31/2020	17.50	17.50	07/02/2020
2842	YELLOW IRON EXCAVATION, L	46929	455 VINE street	05/31/2020	17.50	17.50	07/02/2020
2842	YELLOW IRON EXCAVATION, L	46929	455 VINE street	05/31/2020	17.50	17.50	07/02/2020
Total 2842:					70.00	70.00	
6680	YOURMEMBERSHIP.COM, INC.	R47961483	Police Officer Recruitment Ad	06/11/2020	200.00	200.00	07/02/2020
6680	YOURMEMBERSHIP.COM, INC.	R47985710	Diversity Upgrade for Police Offic	06/16/2020	99.00	99.00	07/02/2020
Total 6680:					299.00	299.00	
Grand Totals:					1,516,882.12	1,329,630.77	

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Recorder: _____

City Treasurer: _____

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Paid and unpaid invoices included.

TOWN OF JACKSON VISA BILLS

ADMINISTRATION			
icma	1,200.00		
mailchimp	49.99	**$**	**1,249.99**
BUILDING INSPECTIONS			
CREDIT	(29.59)	**$**	**(29.59)**
EMPLOYEE HOUSING			
lowe's new stove	422.92	**$**	**422.92**
FLEET SHOP			
amazon horn hit	18.99		
auto module source	395.00		
amazon towels	80.02	**$**	**494.01**
INFORMATION TECHNOLOGY			
godaddy	28.16		
concrete 5	90.00		
godaddy	159.98		
godaddy	328.94		
amazon	78.99		
godaddy	559.96		
iphone payment	129.00		
amazon	119.00		
go to meeting	25.44		
dish network	0.05	**$**	**1,519.52**
PERSONNEL/TOWN CLERK			
Travel expense for background	90.85		
new employee lunch	103.60	**$**	**194.45**
POLICE - INVESTIGATIONS			
ups	10.75	**$**	**10.75**
SEWER DEPARTMENT			
Ripleys vaccum	671.97	**$**	**671.97**
START			
albertsons	114.13		
travel expenses to return buses	1,766.86		
credit alaska airlines	(95.72)	**$**	**1,785.27**
STREET EXPENDITURES			
uline	426.10	**$**	**426.10**
TOWN-WIDE SERVICES			
facebook ad public info	20.04		
covid info	31.91		
restore	53.00	**$**	**104.95**
VISA ALLOCATION	**$**	**(6,850.34)**	

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: July 2, 2020
MEETING DATE: July 6, 2020

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

SUBJECT: Town Square Shootout

STATEMENT/PURPOSE

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

BACKGROUND/ALTERNATIVES

The applicants, the Jackson Hole Playhouse and the Jackson Hole Chamber of Commerce, request permission to host the Town Square Shootout Monday through Saturday evenings from July 7, 2020 through September 7, 2020. These will be free performances for the public.

Due to COVID-19 the applicant has made modifications to their operating plan in an effort to mitigate the potential spread of the coronavirus. The applicant has worked with the Town staff and the Teton County Department of Health on these modified plans. The Teton Department of Health has reviewed and approved the modified operation plans.

The applicant is requesting to host 2 showings of the shootout each night. Traditionally there has been 1 shootout each night; however, in an effort to allow for social distancing the applicant is requesting 2 shorter shows and limit attendance at each show. The first show would begin at 5:45pm and the second show would begin at 6:10 P.M. Both shows would last for approximately 8 minutes. This would allow spectators from the first show to exit and usher in spectators for the second show. Both shows would be limited to a maximum of 175 people. The applicant will utilize ropes and cones to create a one-way flow pattern to enter and exit for spectators to view the shows. The applicant will encourage the use of face coverings and social distancing for spectators. The applicant will provide hand sanitizing stations for guests and remind individuals that if they are sick that they should stay at home.

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

1. Closure of the intersection of Center and Deloney Streets from approximately 5:30 P.M. to 7:00 P.M. Monday through Saturday evenings beginning Tuesday, July 7, 2020 through Monday, September 7, 2020 for Shootout Gang performances.
2. Permission from Town Council for amplified sound associated with each shootout.
3. Permission to use Town barricades and cones.
4. Access to electricity in Town Square if necessary.
5. Permission to display up to 4 temporary banners at the Town Square during the performances including a temporary banner to be located on the antler arch during each show from 5:30 P.M. to 7:00 P.M.

COMPREHENSIVE PLAN ALIGNMENT

This event aligns with our Quality of Life which is important to our community. We have always been a diverse community that supports a variety of lifestyles and employment opportunities, and we welcome others to share in the enjoyment of our ecosystem and western mountain lifestyle. Residents and visitors have become accustomed to high-quality social, cultural, and recreational services. Continuing to provide these services in a manner that better achieves our Vision will enhance the livability and appeal of our community.

STAKEHOLDER ANALYSIS

The application has been submitted for review and comment to all Town departments.

ATTACHMENTS

Special Event Application

FISCAL IMPACT

Fiscal Impact is minimal.

STAFF IMPACT

Staff impact is minimal but includes proving access to cones and access to electricity

LEGAL REVIEW

Ongoing

RECOMMENDATION

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

1. The Shootout performances will be subject to the approval of the Teton County Health Department.
2. The Shootout script which is used will be reviewed and approved by the Town Attorney.
3. The applicant shall clean up immediately following each event and shall be responsible for the collection and removal of all refuse generated by each event.
4. Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.
5. Electrical power is available from Town Square. The applicant shall coordinate all power needs with the Parks & Recreation Department at least three (3) business days prior to the event.
6. All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.
7. No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits. No ropes, exhibits, signs, banners or booths may be secured to any live forestry.
8. All walkways and boardwalks must be kept unobstructed at all times.
9. The applicant shall be responsible for the production, posting and removal of any no parking signage utilized.
10. The applicant shall coordinate all road closures with the Police Department and shall provide an adequate number of volunteers to assist with traffic control and barricade setup/removal during each event.
11. Barricades and Road Closed signs are available from the Public Works Department. The applicant shall coordinate all barricade and signage needs with the Public Works Department at least three (3) business days prior to the event.
12. The applicant shall obtain the necessary food service permits from Teton County Environmental

Health.

13. The applicant shall not block the store fronts of businesses with service vehicles or trailers for longer than one hour.
14. The applicant and all participating organizations are required to maintain liability insurance in the amount of $1,000,000.00. Prior to the event, each organization shall provide a certificate of insurance naming the Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers and must also state that coverage is primary and non-contributory. The Town Attorney shall approve all certificates of insurance.
15. The applicant and all participants shall conduct all activities in a responsible, professional and timely manner.
16. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).
17. Public Safety Plan: Where the fire code official determines that an indoor or outdoor gathering of persons has an adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus access roads or where such gatherings adversely affect public safety services of any kind, the fire code official shall have the authority to order the development of, or prescribe a plan for, the provision of an approved level of public safety (IFC403.2).
18. Review and follow all of the guidelines listed on the Jackson Hole Fire/EMS website regarding Special Event Rules, based on the 2012 International Fire Code. These rules can be obtained from the Town of Jackson website.

SUGGESTED MOTION

I move to approve the special event application made by the Jackson Hole Playhouse and the Jackson Hole Chamber of Commerce for the Town Square Shootout, subject to the conditions and restrictions listed in the staff report.

JACKSON HOLE PLAYHOUSE

SHOOT OUT PROPOSAL 2020 SEASON

Health and Safety Revisions for Shootout Opening 2020

JACKSON HOLE PLAYHOUSE 2020

SHOOTOUT OPENING

Jackson Hole Playhouse is excited and ready to move forward with the world's longest running shootout.

We feel in cooperation with the town and the Chamber of Commerce, we can accomplish this feat safely and timely.

We have decided to do 2 showings one at 5:45 and the next at 6:10, both shows will be no longer than 7-8 minutes.

This will help us keep the gatherings smaller and able to accommodate the flow of the people in a more controlled environment.



JACKSON HOLE PLAYHOUSE

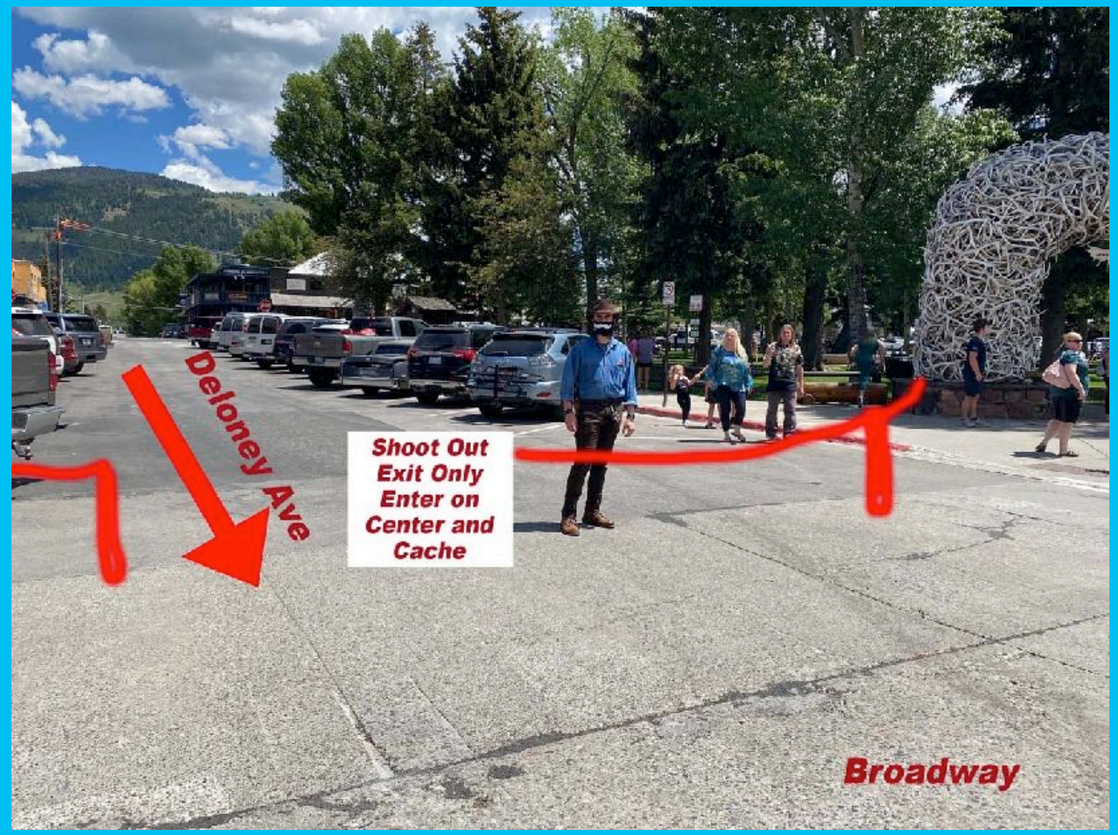
SHOOTOUT 2020

Complying with the health order of outdoor events may allow gatherings up to 250 attendees if certain.

Groups of attendees sitting or standing limited to 6, preferably of the same household, however groups of more than 6 allowed if from the same household.

A 6-foot distance will be maintained between groups at all times, including but not limited to entrances, exits.

We will have all the appropriate signage to help us mitigate the crowds.

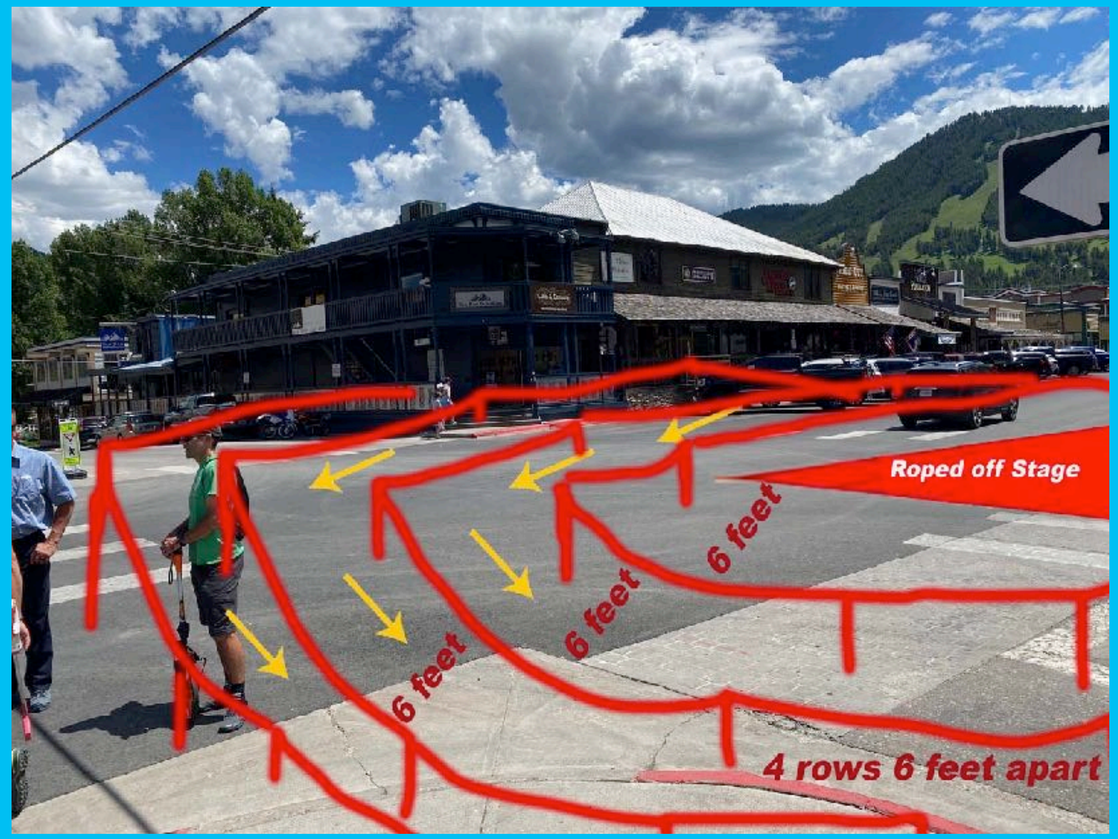


JACKSON HOLE PLAYHOUSE

SHOOTOUT 2020

We would like people to come in from the broadway and center street way, then we can move them through the new roping system which will be much easier to control when showing is done we will usher them to exit through either the center street way or onto going east or west which allows for much safer contactless leaving.

The area roped off for our stage will be much smaller and there allow much more distance and spacing for the crowds.



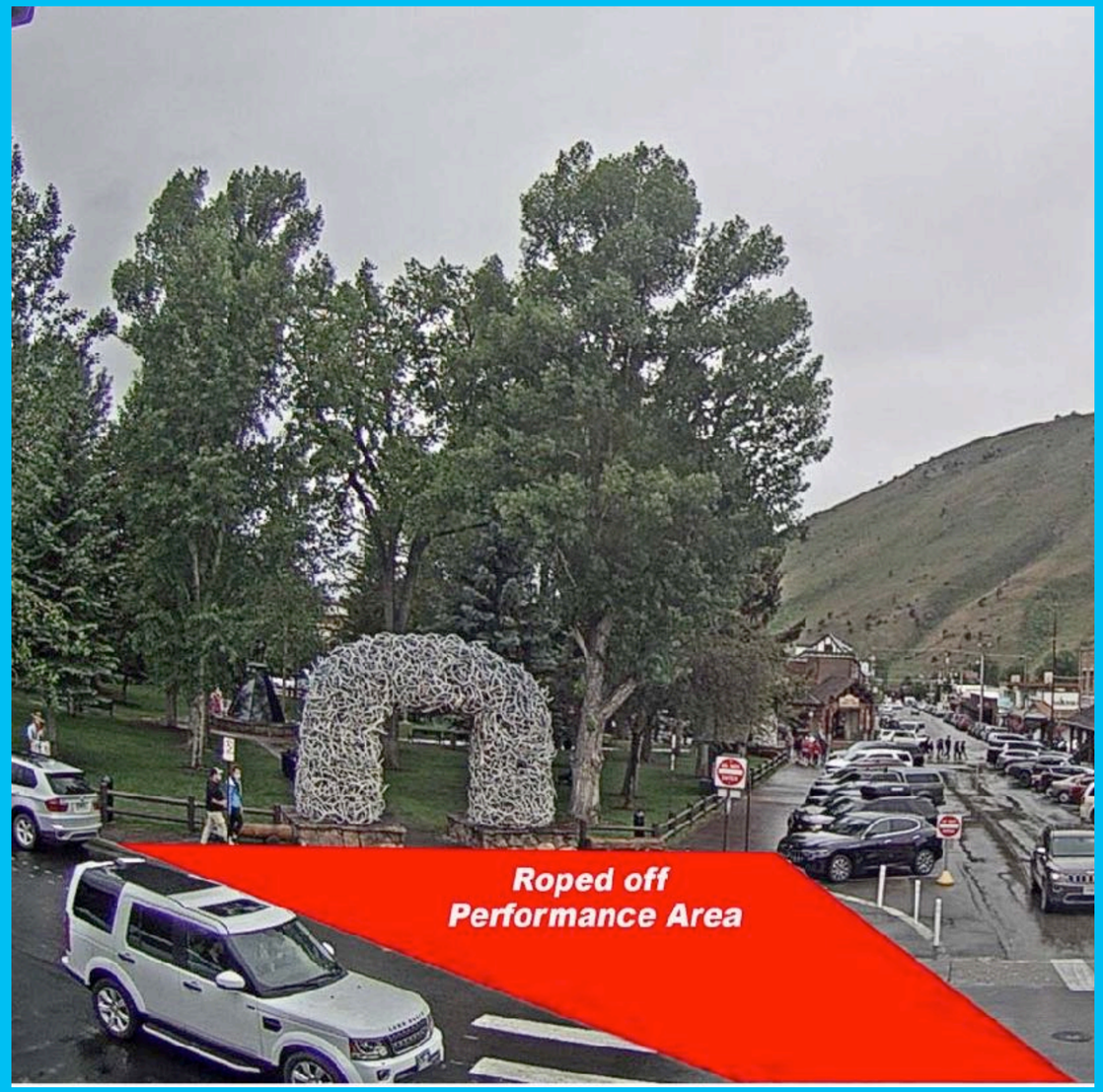
JACKSON HOLE PLAYHOUSE

SHOOTOUT 2020

All of our staff will comply with the health guidelines, Prior to the event, staff and event participants screened for COVID-19 symptoms and exposure to persons with COVID-19 in the previous 14 days. Screening is logged.

Facility cleaned (including all high touch surfaces) between events. Staff who come within 6 feet of event attendees or other staff must wear a face covering. If 6-foot distance can not always be maintained between individuals from different groups then a face coverings must be worn.

We will have appropriate personal protective equipment for staff, EPA approved disinfectants and sanitizers, and other cleaning supplies. If contact involved, point of sale stations must be sanitized after each use and staff shall sanitize hands between handling payment options.



JACKSON HOLE PLAYHOUSE

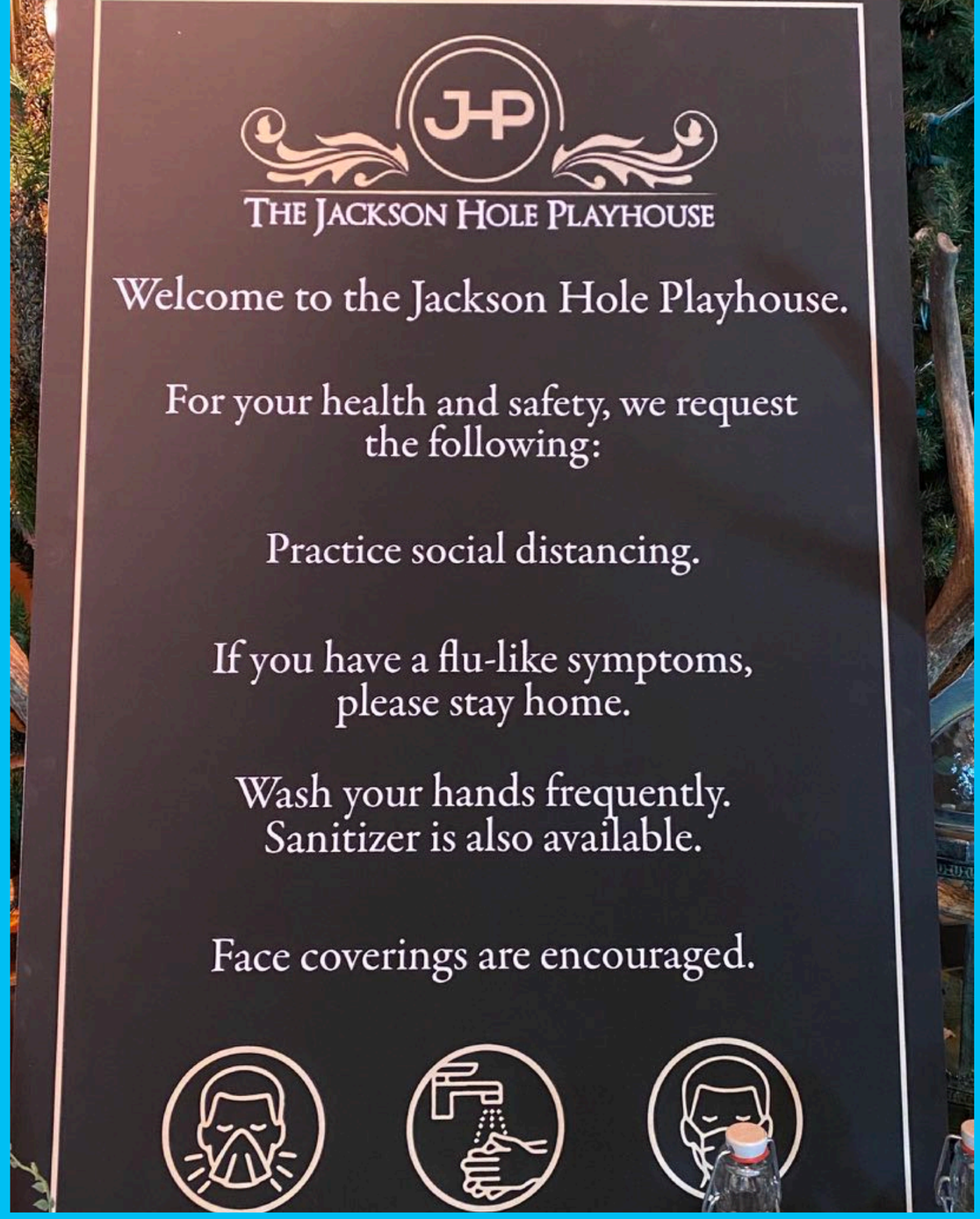
SHOOTOUT 2020

Signage at entrance must remind attendees not to enter if they have symptoms of COVID-19.

The Proper Signage will be placed throughout the event to remind household groups to stay 6 feet apart.

Participants in the event shall not congregate in groups larger than family units which will be marked on the ropes for appropriate spacing.

We will provide hand sanitizer at entrances and exits.



JACKSON HOLE PLAYHOUSE

SHOOTOUT 2020

THINGS WE NEED FROM THE TOWN:

- 600 feet of rope
- 26 candlestick cones
- 10 signs
    - 5 saying enter
    - 5 saying exit

THANK YOU! Looking forwards to a wonderful western 2020 season!



Red (High Risk)

The Town Square Shootout will not operate if the Town is deemed to be at high ri

Orange (Moderate Risk)

The Shootout will be restricted to 175 viewers per showing.

Two Shootouts will take place each night, 7-8 minutes each.

20 minutes between showings will allow all guests from show 1 to exit before sho

Signage will require guests to enter on Center and Cache, exit on Deloney.

Roped rows will require guests to stand six feet apart from the row in front of the

Announcements on a speaker system and crowd control from the actors will ask g

Signage will reinforce the above messaging.

Viewers will be required to wear masks. Masks will be provided at each show for t

Masks and gloves will be worn by actors before and after each show.

Actors and any Playhouse staff will be checked for symptoms prior to each night's

Any items touched by viewers will be sanitized each night (ropes, signage, etc.)

Yellow (Low Risk)

Shootout will be restriced to the number of viewers outlined by the health depart

Depending on the health order, crowds will be properly managed via ropes, signa

Two Shootouts will take place each night, 7-8 minutes each.

20 minutes between showings will allow all guests from show 1 to exit before sho

Viewers will be required to wear masks. Masks will be provided at each show for t

Masks and gloves will be worn by actors before and after each show.

Actors and any Playhouse staff will be checked for symptoms prior to each night's

Any items touched by viewers will be sanitized each night (ropes, signage, etc.)

Recovery Phase:

Town Sqaure Shootout will be presented the same as year's past with tnew hygier

Special Event Application

Submit Completed Document To:

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

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

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

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

APPLICANT INFORMATION

Name of Event: Town Square Shootout

Name of Organization: Jackson Hole Chamber of Commerce

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

Mailing Address: PO Box 550

City: Jackson State: WY Zip Code: 83002

Name of Person Completing Application: Britney Magleby

Email Address: britney@jacksonholechamber.com

Work Phone: 307-733-2316 Cell Phone: 208-521-0019

EVENT INFORMATION

Type of Event: ☐ Run / Walk ☐ Concert ☐ Filming ☐ Assembly
☐ Parade ☐ Festival ☐ Biking ☐ Education
☉ Other: Short play recurring on Town Square

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

A Jackson Hole tradition that honors the area's history and promotes local businesses, arts

Location of Event: Corner of Deloney and Center Alternative Location: N/A

Date(s) of Event: 7/1/2020 - 9/7/2020 daily, except Event Operating Hours: 6-7 PM

Event Set Up Begins Date: Time: 5:45 PM

Event Clean Up Ends Date: Time: 7:15 PM

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 100 Total Event: 5,000

Special Considerations (check all that apply):

- ☐ Alcoholic Beverages
- ☐ Cooking/Grilling
- ☐ Electricity Requested
- ☐ Food Sales
- ☐ Merchandise Sales
- ☑ Recurring Event
- ☐ Ticketed Admission
- ☑ Sound Amplification
- ☐ Pets or Animals
- ☐ Tents
- ☑ Street Closure
- ☐ Sidewalk Closure
- ☐ Overnight Parking
- ☐ Overnight RV Camping
- ☐ Use of Town Square

Event Co-Sponsor (s): Contracted with The Playhouse

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

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

Alternative Contact Information During the Event (someone besides applicant who will be on site and available for Town personnel or Police to contact during the event):
Name: Vicki Garnick Cell Phone: 307-690-6997

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

Area of Closure Request	Date(s)	Start Time	End Time
Intersection of Deloney and Center	7/1/2020 - 9/7/2020	5:45 PM	7:15 PM

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

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

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

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

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

Route Description: _____ START Bus contacted? ☐ Yes ☐ No

RESIDENT AND/OR BUSINESS NOTIFICATION

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

Have you provided a sample of the notice and a proposed list of recipients?

☐ Yes ☐ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

_____ Large Street Barricades

_____ Small Sidewalk Barricades

_____ 28 Inch Street Cones

_____ Candlestick Cones

_____ "Road Closed" Street Signs

_____ "Local Traffic Only" Street Signs

_____ "Detour" Street Signs

_____ 32-Gallon Recycling Bins

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT (307) 733-1430

☐ Event Security ☐ Mounted Horse Patrol ☐ Traffic Control

☐ Race Lead Vehicle ☐ Parade Lead Vehicle ☐ General Presence

☐ Towing / Ticketing ☐ Assistance with Parking Closures ☐ Assistance with Street Closures

Please describe in detail your request: _____

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping ☐ Snow Removal ☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☐ Electricity Access

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

☐ Additional Public Restroom Cleaning

Please describe in detail your request: _____

_____

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol ☐ Ambulance ☐ Fire Engine

☐ Rescue Truck ☐ Bicycle Patrol ☐ Event Site Inspection

Please describe in detail your request: _____

_____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS **(307) 732-8651**

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

_____

VOICE / MUSIC AMPLIFICATION REQUESTS

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

If "Yes", please indicate times: Start Time: 5:45 PM Finish Time: 7:15 PM

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

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

SIGN or BANNER REQUESTS

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

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

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: ● Yes ☐ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

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

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

Total Number of Portable Toilets:_____ Number of ADA Accessible Portable Toilets:_____

If "No", please explain:_____

_____

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

Restroom Company:_____

Restroom Drop off / Pick Up Date for Drop Off:_____ Time for Drop Off:_____

Date for Pick Up:_____ Time for Pick Up:_____

ALCOHOL

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

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

If "Yes", what will be offered in addition to beer?_____

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event? ☐ Yes ● No

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

Please describe any sales activity at your event:

Will any food or beverages be sold at your event? ☐ Yes ● No

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

TRASH REMOVAL PLAN

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

Will you be using a waste company for your waste removal plan? ☐ Yes ● No

If "Yes", which company will you be using? _____

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

When will the trash receptacles be delivered? _____

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

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

No trash will be generated from the event. If attendees have trash from businesses on or around the square, it will be disposed of in existing public trash cans.

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

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

If "Yes" which company will you be using? _____

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

When will these recycling receptacles be delivered? _____

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

Describe your plan for collection and removal of recyclable materials during your special event:
No recycling needs will be generated from the event.

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☉ Yes ☐ No

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

Changes have been made to adhere to Public Health Orders and keep our community safe.
1. Announcements repeated on speaker to enforce social distancing and suggest masks and gloves of audience members (required if they want to interact with actors).
2. Rope stands (marked in diagram) will create a barrier for the crowd, outlining where they should stand.
3. Actors will walk the crowd near the barrier, asking guests to maintain or create social distancing as needed.
4. Actors will wear masks and gloves directly before and after the show.
5. Hand sanitizer and masks will be available for actors and guests.
6. Donation alternatives will be accepted to limit the use of cash. A large, touchless cart will accept cash donations so no surface is regularly touched by different households. Credit card will also be accepted for donations at a kiosk.

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: BM

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: BM

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Initials: BM

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: BM

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

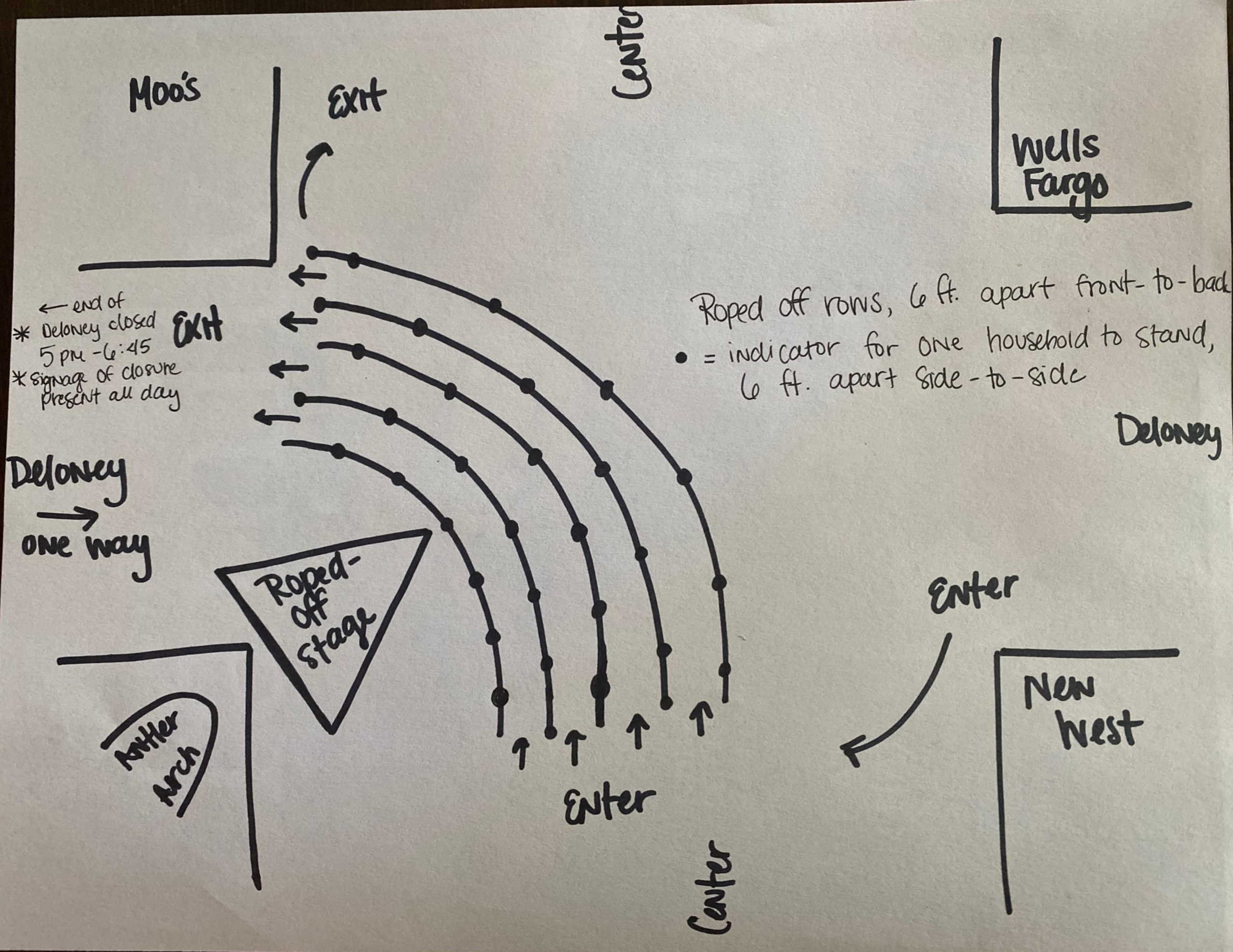
I have read and understand the standard conditions for events. I have answered all of the questions in this application truthfully and to the best of my knowledge.

APPLICANT: eSigned via SeamlessDocs.com Britney Magleby Key: d006bb9c9987956c6be92b86b94d9294
Signature

APPLICANT: Britney Magleby
Printed Name

DATE: 06/12/2020

TITLE: Special Events Manager


Moo's
Exit
Center
Wells Fargo
← end of
* Delaney closed 5 PM - 6:45
* signage of closure present all day
Exit
Roped off rows, 6 ft. apart front-to-back
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Delaney
Delaney
one way
Roped-off stage
Butter Arch
Enter
Center
Enter
New West

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: July 2, 2020
MEETING DATE: July 6, 2020

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

SUBJECT: Special Event- Noso Take Care Demo

PURPOSE/STATEMENT:

The Mayor and Council approve or deny all special event applications requesting the use of Town Square on behalf of the Town of Jackson.

BACKGROUND/ALTERNATIVES:

The applicant, Noso Patches, requests permission to host a free gear repair demonstration booth on Friday, July 17, 2020 in Town Square from noon until 5pm. The purpose of the event is to provide tourists and locals with information on how to repair their personal gear. No sales will be conducted at this demonstration, rather instruction and free repair materials will be provided. Set up for the event would begin at 11:00 A.M. and would involve setting up a table and chairs inside the Town Square.

The applicant has indicated that they would encourage social distancing for individuals engaging in a gear repair demonstration.

The applicant requests the following in association with the event:

- Use of the Town Square.
- The use of a table and chairs at the demonstration booth.
- Use of a temporary sign on the table indicating the nature of the event.

STAKEHOLDER ANALYSIS

The application has been submitted for review and comment to all Town departments. Even though no sales will take place, staff has concerns about the use of the Town Square by a for-profit business demonstrating product.

ATTACHMENTS:

Special Event Application

FISCAL IMPACT:

Minimal

STAFF IMPACT:

Minimal

LEGAL REVIEW:

On-Going

RECOMMENDATION:

If the application for the Noso Take Care Demo is approved, the approval should be subject to the following conditions and restrictions:

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1. The applicant follow all current public health orders in effect.
2. The applicant will follow all of the guidelines and recommendations of the Health Department including, but not limited to, providing hand washing / hand sanitization, encouraging face coverings, practicing social distancing, cleaning protocols, etc.
3. All set up and any power needs must be coordinated at least one week in advance with the Parks & Recreation Department Park.
4. Any power/electrical/sound cables that cross the walkways must be secured so as not to create a tripping hazard.
5. The applicant shall be responsible for the immediate collection and removal of all refuse generated by the event.
6. The applicant shall not block any pedestrian walkways.
7. No stakes or other items shall be placed into the ground, and alterations to park amenities are not permitted, without the prior approval of the Parks and Recreation Department park superintendent.
8. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and states that coverage is primary and non-contributory is required at least ten days prior to the event. Insurance limits must be at least $1,000,000/occurrence and $1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town Attorney.

SUGGESTED MOTION:

I move to approve the special event application made by Noso Patches for the Noso Take Care Demo special event, subject to the conditions and restrictions listed in the staff report.

Special Event Application

Submit Completed Document To:

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

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

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

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

APPLICANT INFORMATION

Name of Event: Noso Take Care Demo

Name of Organization: Noso Patches

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

Mailing Address: P.O. Box 63

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: Kelli Jones

Email Address: kelli@nosopatches.com

Work Phone: 307-690-0571 Cell Phone: 307-690-0571

EVENT INFORMATION

Type of Event: ☐ Run / Walk ☐ Concert ☐ Filming ☐ Assembly
☐ Parade ☐ Festival ☐ Biking ☐ Education
● Other: Take Care of Your Gear - Show People How to DIY

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

Invite tourists and locals to repair their gear.

Location of Event: Town Square Alternative Location:

Date(s) of Event: July 17 Event Operating Hours: 12-5

Event Set Up Begins Date: July 17, 2020 Time: 11 am

Event Clean Up Ends Date: July 17, 2020 Time: 6 pm

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 100 Total Event: 100

Special Considerations (check all that apply):

- ☐ Alcoholic Beverages
- ☐ Cooking/Grilling
- ☐ Electricity Requested
- ☐ Food Sales
- ☑ Merchandise Sales
- ☑ Recurring Event
- ☐ Ticketed Admission
- ☐ Sound Amplification
- ☐ Pets or Animals
- ☐ Tents
- ☐ Street Closure
- ☐ Sidewalk Closure
- ☐ Overnight Parking
- ☐ Overnight RV Camping
- ☑ Use of Town Square

Event Co-Sponsor (s): _____

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

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

Alternative Contact Information During the Event (someone besides applicant who will be on site and available for Town personnel or Police to contact during the event):
Name: Stephen Shelesky Cell Phone: 703-554-3444

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

Area of Closure Request	Date(s)	Start Time	End Time

We'd just set up somewhere in the park on town square with a table and show people how to

We might have Teton Mountaineering or Jack Dennis Co-Sponsor the event.

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

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

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

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

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

Route Description: _____ START Bus contacted? ☐ Yes ☐ No

RESIDENT AND/OR BUSINESS NOTIFICATION

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

Have you provided a sample of the notice and a proposed list of recipients?

☐ Yes ☐ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

_____ Large Street Barricades

_____ Small Sidewalk Barricades

_____ 28 Inch Street Cones

_____ Candlestick Cones

_____ "Road Closed" Street Signs

_____ "Local Traffic Only" Street Signs

_____ "Detour" Street Signs

_____ 32-Gallon Recycling Bins

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT (307) 733-1430

☐ Event Security ☐ Mounted Horse Patrol ☐ Traffic Control

☐ Race Lead Vehicle ☐ Parade Lead Vehicle ☐ General Presence

☐ Towing / Ticketing ☐ Assistance with Parking Closures ☐ Assistance with Street Closures

Please describe in detail your request: _____

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping ☐ Snow Removal ☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☐ Electricity Access

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

☐ Additional Public Restroom Cleaning

Please describe in detail your request: _____

_____

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol ☐ Ambulance ☐ Fire Engine

☐ Rescue Truck ☐ Bicycle Patrol ☐ Event Site Inspection

Please describe in detail your request: _____

_____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS **(307) 732-8651**

☐ Event Specific Shuttle(s)

Please describe in detail your request:_____

_____

VOICE / MUSIC AMPLIFICATION REQUESTS

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

If "Yes", please indicate times: Start Time:_____ Finish Time:_____

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

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

SIGN or BANNER REQUESTS

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

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

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: ● Yes ☐ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

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

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

Total Number of Portable Toilets:_____ Number of ADA Accessible Portable Toilets:_____

If "No", please explain:_____

_____

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

Restroom Company:_____

Restroom Drop off / Pick Up Date for Drop Off:_____ Time for Drop Off:_____

Date for Pick Up:_____ Time for Pick Up:_____

ALCOHOL

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

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

If "Yes", what will be offered in addition to beer?_____

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event? ☐ Yes ● No

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

Please describe any sales activity at your event:

Will any food or beverages be sold at your event? ☐ Yes ● No

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

TRASH REMOVAL PLAN

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

Will you be using a waste company for your waste removal plan? ☐ Yes ● No

If "Yes", which company will you be using? _____

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

When will the trash receptacles be delivered? _____

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

Describe your plan for the collection and removal of trash during your special event:
We'll have a small trash can for little things, like the paper backing on our patches.

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

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

If "Yes" which company will you be using? _____

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

When will these recycling receptacles be delivered? _____

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

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

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☐ Yes ● No

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

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: KJ

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: KJ

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Initials: KJ

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: KJ _____

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: eSigned via SeamlessDocs.com Kelli Jones Key: d006bb9c9987956c6be92b86b94d9294 _____
Signature

APPLICANT: Kelli Jones _____
Printed Name

DATE: 06/10/2020 _____

TITLE: founder + CEO _____

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: July 1, 2020
MEETING DATE: July 6, 2020

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

SUBJECT: Special Event: Jackson Hole Roller Disco

PURPOSE/STATEMENT:

The Mayor and Council approve or deny all special event applications requesting use of Town streets, alleys and sidewalks and exemptions from Municipal Code on behalf of the Town of Jackson.

BACKGROUND/ALTERNATIVES:

The applicant, Jim Ryan, requests permission to host the Jackson Hole Roller Disco event on Saturday, July 18, 2020 from 11:00 A.M. to 8:00 P.M. This event would be a mobile disco where participants would be encouraged to travel by roller skates, bikes and roller blades from the North Park Parking Lot to the Museum of Wildlife Art. The applicant requesting the use of Town property from 11:00 A.M. until approximately Noon before the event begins to proceed via the pathways to the National Museum of Wildlife Art. The group has arrangements with the museum on their property for the event following the mobile disco parade. The applicant has requested the use the North Park Parking Lot as well as permission for the use of amplified sound. The applicant would be using battery powered speakers to amplify sound.

The applicant requests the following:

1. The use of the North Park parking area as a place for the participants to gather. The organizer is not requesting any parking spaces be blocked off or reserved.
2. Permission for amplified sound associated with this event. The applicant has indicated that there will be a P.A. system for music and announcements between the hours of 11:00 P.M. and Noon.

This application has been distributed to various Town departments for review including the Teton County Health Department.

COMPREHENSIVE PLAN ALIGNMENT

This event aligns with our Quality of Life which is important to our community. We have always been a diverse community that supports a variety of lifestyles and employment opportunities, and we welcome others to share in the enjoyment of our ecosystem and western mountain lifestyle. Residents and visitors have become accustomed to high-quality social, cultural, and recreational

services. Continuing to provide these services in a manner that better achieves our Vision will enhance the livability and appeal of our community.

STAKEHOLDER ANALYSIS

The application has been submitted for review and comment to all Town departments including the Teton County Health Department.

ATTACHMENTS:

Special event application.

FISCAL IMPACT:

Estimated fiscal impact is minimal.

STAFF IMPACT:

Estimated fiscal impact is minimal.

LEGAL REVIEW:

On-going.

RECOMMENDATION:

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

1. The applicant shall encourage the use of face coverings and social distancing for all participants.
2. The applicant shall follow all Teton County Public Health Orders that are in place at the time of the event.
3. The applicant shall gain permission from Teton County Pathways Coordinator to host any portion of the event held on Teton County Pathways.
4. The applicant shall gain permission from the National Elk Refuge to host any portion of the event held on property owned by the Refuge.
5. The applicant shall clean up after the event and shall be responsible for the removal of all refuse generated by the event.
6. Banners are not permitted unless approved under a separate Sign Permit Application to the Planning and Building Department.
7. The applicant shall not block any pedestrian walkways.
8. The Fire Department recommends that the parking lot maintain and clear and unobstructed width of 20 feet to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1).
9. Participants on town streets and sidewalks shall abide by all traffic laws.
10. Participants shall abide by all Municipal Codes that they have not received a specific exemption from, including code involving open alcohol containers.
11. Insurance: An insurance certificate that names the “Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers” and states that coverage is primary and non-contributory is required at least ten days prior to the event. Insurance limits must be at least $1,000,000/occurrence and $1,000,000 aggregate. The additional insured language on the certificate

may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town Attorney.

SUGGESTED MOTION:

I move to approve the Jackson Hole Roller Disco special event application made by Jim Ryan subject to the conditions and restrictions listed in the staff report.

Special Event Application

Submit Completed Document To:

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

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

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

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

APPLICANT INFORMATION

Name of Event: Jackson Hole Roller Disco!

Name of Organization: Jackson Hole Roller Disco!

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

Mailing Address: PO Box 7980

City: Jackson State: WY Zip Code: 83002

Name of Person Completing Application: Jim Ryan

Email Address: jor444@gmail.com

Work Phone: (802) 558-6398 Cell Phone:

EVENT INFORMATION

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

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

A celebration of dance, rollerblading, and good music, with a strong community focus.

Location of Event: Mobile, finishing at the Natural Alternative Location:

Date(s) of Event: July 18th, Rain Date July 19th Event Operating Hours: 12pm-8pm

Event Set Up Begins Date: July 18, 2020 Time: 11am

Event Clean Up Ends Date: July 18, 2020 Time: 8pm

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 60 Total Event: 60

Special Considerations (check all that apply):

- ☐ Alcoholic Beverages
- ☐ Cooking/Grilling
- ☐ Electricity Requested
- ☐ Food Sales
- ☐ Merchandise Sales
- ☐ Recurring Event
- ☐ Ticketed Admission
- ☑ Sound Amplification
- ☐ Pets or Animals
- ☐ Tents
- ☐ Street Closure
- ☐ Sidewalk Closure
- ☐ Overnight Parking
- ☐ Overnight RV Camping
- ☑ Use of Town Square

Event Co-Sponsor (s): SOUNBOKS INC.

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

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

Alternative Contact Information During the Event (someone besides applicant who will be on site and available for Town personnel or Police to contact during the event):
Name: Madison Ostergren Cell Phone: 2316454979

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

Area of Closure Request	Date(s)	Start Time	End Time

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

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

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

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

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

Route Description: _____ START Bus contacted? ☐ Yes ☐ No

RESIDENT AND/OR BUSINESS NOTIFICATION

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

Have you provided a sample of the notice and a proposed list of recipients?

● Yes ☐ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

_____ Large Street Barricades

_____ Small Sidewalk Barricades

_____ 28 Inch Street Cones

_____ Candlestick Cones

_____ "Road Closed" Street Signs

_____ "Local Traffic Only" Street Signs

_____ "Detour" Street Signs

_____ 32-Gallon Recycling Bins

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT (307) 733-1430

- ☐ Event Security
- ☐ Mounted Horse Patrol
- ☐ Traffic Control
- ☐ Race Lead Vehicle
- ☑ Parade Lead Vehicle
- ☐ General Presence
- ☐ Towing / Ticketing
- ☐ Assistance with Parking Closures
- ☐ Assistance with Street Closures

Please describe in detail your request: A lead vehicle could be useful, but not necessarily needed as the event will take place almost

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping ☐ Snow Removal ☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☐ Electricity Access

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

☐ Additional Public Restroom Cleaning

Please describe in detail your request: _____

_____

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol ☐ Ambulance ☐ Fire Engine

☐ Rescue Truck ☐ Bicycle Patrol ☐ Event Site Inspection

Please describe in detail your request: _____

_____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS **(307) 732-8651**

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

_____

VOICE / MUSIC AMPLIFICATION REQUESTS

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

If "Yes", please indicate times: Start Time: 12pm Finish Time: 8pm

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

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

SIGN or BANNER REQUESTS

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

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

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: ● Yes ☐ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

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

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

Total Number of Portable Toilets: _____ Number of ADA Accessible Portable Toilets: _____

If "No", please explain: The event is not estimated to exceed 75 people and will be permitted to

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

Restroom Company: _____

Restroom Drop off / Pick Up Date for Drop Off: _____ Time for Drop Off: _____

Date for Pick Up: _____ Time for Pick Up: _____

ALCOHOL

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

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

If "Yes", what will be offered in addition to beer? _____

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event? ☐ Yes ● No

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

Please describe any sales activity at your event:

Will any food or beverages be sold at your event? ☐ Yes ● No

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

TRASH REMOVAL PLAN

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

Will you be using a waste company for your waste removal plan? ☐ Yes ● No

If "Yes", which company will you be using? _____

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

When will the trash receptacles be delivered? _____

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

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

any trash will be cleaned and deposited by the crew of volunteers I have assembled and deposited in the Jackson Town dump. Also, almost no trash is anticipated as sales and vendors will not be present.

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

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

If "Yes" which company will you be using? _____

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

When will these recycling receptacles be delivered? _____

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

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

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☐ Yes ● No

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

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: JR

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: JR

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Initials: JR

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: JR _____

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: eSigned via SeamlessDocs.com James Ryan Key: d006bb9c9987956c6be92b86b94d9294 _____
Signature

APPLICANT: James Ryan
Printed Name

DATE: 06/27/2020

TITLE: _____

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: July 2, 2020
MEETING DATE: July 6, 2020

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

SUBJECT: Special Event: Teton County Fair 2020

PURPOSE/STATEMENT:

The Mayor and Council approve or deny all special event applications requesting street closures, services of Town personnel, use of Town equipment, and relief from the town ordinances on behalf of the Town of Jackson.

BACKGROUND/ALTERNATIVES:

The applicant, the Teton County Fair Board, is hosting the annual Teton County Fair at the Fairgrounds from Saturday, July 18 to Sunday, July 26, 2020. Due to COVID-19 the Teton County Fair Board has decided to cancel all of the traditional entertainment portions of the Fair. The fair will include 4H activities, the Blue Ribbon Exhibit Hall and an Open Class Horse Show. The applicant has worked with the Teton County Department of Health in developing an operating plan that addresses the mitigation of the potential spread of coronavirus.

In connection with the fair, the applicant requests the following from the Town:

1. A temporary road closure of Snow King Avenue between Flat Creek Drive to just past the Exhibit Hall near South Milward Street on Wednesday, July 22, 2020 from 7:00 A.M. until 1:00 P.M. During this time all 4-H livestock will be brought into the Fairgrounds and there will be horse trailers lining up on Snow King Avenue. The road will be open to bicycle and pedestrian traffic. The closure will require the usage of Town barricades and assistance from the Public Works and Police Departments.
2. The applicant is requesting a Noise Permit for the 4-H livestock sale on Friday, July 24, 2020 from 5:00 P.M. until 9:00 P.M.
3. The applicant is requesting permission to display onsite banners from July 16 to July 26. Section 9.52.050 of the Municipal Code prohibits signage on public property without Town Council permission.
4. A non-profit expo license which will be submitted for vendor sales.
5. Permission for overnight camping at the Fairgrounds for 4-H families only from July 22 – July 26. Section 10.04.220 of the Municipal Code prohibits overnight parking on any parking lot owned, operated, leased, or maintained by the town; and Section 9.52.050 prohibits sleeping in any public place unless permission is granted by the Town Council for special events.
6. Permission to use Town of Jackson barricades and road signs.

COMPREHENSIVE PLAN ALIGNMENT

This event aligns with our Quality of Life which is important to our community. We have always been a diverse community that supports a variety of lifestyles and employment opportunities, and we welcome others to share in the enjoyment of our ecosystem and western mountain lifestyle. Residents and visitors have become accustomed to high-quality social, cultural, and recreational services. Continuing to provide these services in a manner that better achieves our Vision will enhance the livability and appeal of our community.

STAKEHOLDER ANALYSIS

The application has been submitted for review and comment to all Town departments.

ATTACHMENTS:

Application

FISCAL IMPACT:

Fiscal impact is minimal

STAFF IMPACT:

Staff impact is minimal but includes proving barricades and assisting with the temporary road closure.

LEGAL REVIEW:

On-Going

RECOMMENDATION:

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

1. The Fair will be subject to the approval of the Teton County Health Department.
2. The applicant shall coordinate all road closures and requests for assistance with the Public Works and Police Departments at least 14 days prior to the event.
3. The applicant shall obtain the necessary food service permits from Teton County Environmental Health.
4. The applicant shall clean up after the event and haul away all trash from the site.
5. The applicant shall provide for the disposal and removal of all recycled material.
6. The applicant shall not allow trash or recycling receptacles to overflow.
7. Parking shall not be allowed on the Parks & Recreation Park Maintenance grounds. Entrances must be kept open at all times.
8. The applicant shall coordinate with the Parks & Recreation Parks Division at least five days prior to the event all irrigation needs and set-up at the expo grounds.
9. The applicant shall allow adequate room at closures for START buses to access the city shops facilities.
10. All events will comply with Fire Department and Fire Marshall occupancy restrictions. Applicant shall make sure attendance at events does not exceed the maximum capacity as determined by the Jackson Hole Fire/EMS Department.
11. Snow King Avenue shall remain open to bike traffic at all times.
12. Fire department access roads shall maintain and clear and unobstructed width of 20 feet to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.
13. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).
14. Public Safety Plan: Where the fire code official determines that an indoor or outdoor gathering of persons has an adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus access roads or where such gatherings

adversely affect public safety services of any kind, the fire code official shall have the authority to order the development of, or prescribe a plan for, the provision of an approved level of public safety (IFC403.2).

15. All overnight vehicles shall place a clearly visible card in the dash designating the vehicle as affiliated with the Teton County Fair.
16. There shall be no campfires or open fires during the event.
17. Any other conditions or restrictions staff wishes to add upon further review of the application.

SUGGESTED MOTION:

I move to approve the special event application made by the Teton County Fair Board for the 2020 Teton County Fair subject to the conditions and restrictions listed in the staff report.

Teton County Fair & Fairgrounds

The mission of the Teton County Fair Board is to produce an exceptional fair and administer the year-round use of the fairgrounds while promoting the western heritage, uniting urban and rural communities in celebration.

Carl Pelletier
Town of Jackson
P.O. Box 1687
Jackson, WY 83001

July 1st, 2020

Dear Carl:

Please find the Teton County Fair Board's Special Event application, Sign Permit application, Noise Permit application enclosed for the 64th Annual Teton County Fair.

Due to the COVID pandemic, the Teton county Fair Board decided to cancel all the entertainment portions of the Fair at their regular monthly meeting on June 8th. This includes the carnival, vendor area, the Big Top Tent, live music, all free and strolling attractions, the beer garden, and all ticketed grandstand night events. This year's Fair will focus on the 4-H static and livestock exhibits, the 4-H livestock sale, the Blue-Ribbon Exhibit Hall and the Open Class Horse Show. While this year's Fair is substantially down-sized from what our community has grown accustomed to in the past, the Fair Board feels that there is opportunity to promote the foundational elements of what Fair is really about: kids and families, animal husbandry, home-making and creating, good old fashioned fun and a little healthy competition!

We are calling this year's Fair "the local's fair!" Community members are welcome to enter the Blue-Ribbon Exhibit Hall and Open Class Horse Show beginning July 1st. Open Class exhibit drop-off will take place on Tuesday July 21st (all classes except Horticulture & Floriculture) and Wednesday July 22nd (only Horticulture & Floriculture). Horse Show events will occur on July 18th & 19th, as well as July 25th & 26th. The Heritage Arena/4-H Livestock Barn will not be open to the public this year, however, residents and visitors are welcome to watch all the outdoor livestock shows, horse shows and take a stroll through the Exhibit Hall Thursday – Sunday between 9:00AM and 4:00PM.

The Fair Board would like to request:

- A street closure of Snow King Avenue for the dates of Wednesday July 22nd, 2020 from 7:00AM – 1:00PM.
- Overnight camping for 4-H livestock families whose animals will be overnighting in the Heritage Arena from Wednesday July 22nd through Sunday July 26th. These numbers will not exceed the current group gathering size of 250 and camping spaces will be spread out around the northern and western perimeter of the Fairgrounds.
- A Sign Permit. The Fair Board would like to hang Fair sponsor banners in the following locations on the Fairgrounds: inside of the Rodeo Arena, inside of the Grassy Arena, on the backside of the NE grandstands and on the Exhibit Hall.
- A Noise Permit. The 4-H livestock sale will be taking place in the Rodeo Arena this year on Friday July 24th beginning at 5:00PM. We anticipate that by moving the event outside, attendees will be able to properly social distance. The event is expected to end by 9:00PM.

Teton County Fair & Fairgrounds

The mission of the Teton County Fair Board is to produce an exceptional fair and administer the year-round use of the fairgrounds while promoting the western heritage, uniting urban and rural communities in celebration.

While there is no need for an electrical contractor or parking attendants this year, the Fair Board will once again be using local contractors for construction, cleaning, sanitation, security and trash removal. Additional garbage receptacles will be brought on-site and emptied daily or as needed. A large 16-yard roll-off dumpster will be put in place to consolidate animal waste. Macy's will be providing extra handwash stations to be placed in appropriate locations and Fairgrounds staff have installed hand sanitizing dispensers throughout all Fairgrounds facilities.

I am enclosing a map of the layout for the upcoming Fair, as well as a tentative schedule of events. The set-up will start on Friday July 17th and take-down will be done by Tuesday July 28th, 2020

On behalf of the Teton County Fair Board, I would like to thank the Town of Jackson for its support of, and cooperation with, the Teton County Fair.

If you have any questions or concerns, please feel free to contact me at the Fair Office!

Best Regards,

Rachel Grimes
Fair & Fairgrounds Manager
(307) 203-0660

Special Event Application

Submit Completed Document To:

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

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

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

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

APPLICANT INFORMATION

Name of Event: Teton County Fair

Name of Organization: Teton County Fair Board

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

Mailing Address: PO Box 3075

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: Rachel Grimes

Email Address: rgrimes@tetoncountywy.gov

Work Phone: (307) 733-5289 Cell Phone: (307) 203-0660

EVENT INFORMATION

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

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

Annual County Fair. See attached letter, schedule of events and layout map.

Location of Event: 305 W. Snow King Ave Alternative Location: N/A

Date(s) of Event: July 18-26, 2020 Event Operating Hours: 7:00AM - 9:00PM

Event Set Up Begins Date: July 17, 2020 Time: 8:00AM

Event Clean Up Ends Date: July 28, 2020 Time: 5:00 PM

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 250-500 Total Event: 5000

Special Considerations (check all that apply):

☐ Alcoholic Beverages	☐ Cooking/Grilling	☐ Electricity Requested
☐ Food Sales	☐ Merchandise Sales	☐ Recurring Event
☐ Ticketed Admission	☑ Sound Amplification	☑ Pets or Animals
☑ Tents	☑ Street Closure	☑ Sidewalk Closure
☑ Overnight Parking	☑ Overnight RV Camping	☐ Use of Town Square

Event Co-Sponsor (s): _____

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

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

Alternative Contact Information During the Event (someone besides applicant who will be on site and available for Town personnel or Police to contact during the event):
Name: Marybeth Hansen Cell Phone: (307) 413-0231

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

Area of Closure Request	Date(s)	Start Time	End Time
Snow King Ave	7/22/2020	7:00AM	1:00PM

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

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

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

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

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

Route Description:_____ START Bus contacted? ☐ Yes ● No

RESIDENT AND/OR BUSINESS NOTIFICATION

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

Have you provided a sample of the notice and a proposed list of recipients?

☐ Yes ● No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

X	Large Street Barricades	X	"Road Closed" Street Signs
	Small Sidewalk Barricades		"Local Traffic Only" Street Signs
	28 Inch Street Cones	X	"Detour" Street Signs
	Candlestick Cones		32-Gallon Recycling Bins

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT (307) 733-1430

☐ Event Security	☐ Mounted Horse Patrol	☐ Traffic Control
☐ Race Lead Vehicle	☐ Parade Lead Vehicle	☐ General Presence
☐ Towing / Ticketing	☐ Assistance with Parking Closures	☐ Assistance with Street Closures

Please describe in detail your request: _____

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping ☐ Snow Removal ☑ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☐ Electricity Access

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

☐ Additional Public Restroom Cleaning

Please describe in detail your request: _____

_____

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol ☐ Ambulance ☐ Fire Engine

☐ Rescue Truck ☐ Bicycle Patrol ☐ Event Site Inspection

Please describe in detail your request: _____

_____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS **(307) 732-8651**

☐ Event Specific Shuttle(s)

Please describe in detail your request: Re-route buses on Wednesday July 22, 2020 between All 4-H livestock will be brought in during this time and there will be a line of horse trailers down

VOICE / MUSIC AMPLIFICATION REQUESTS

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

If "Yes", please indicate times: Start Time: 5:00 PM Finish Time: 9:00PM

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

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

SIGN or BANNER REQUESTS

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

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

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: ☐ Yes ● No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

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

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

Total Number of Portable Toilets:_____ Number of ADA Accessible Portable Toilets:_____

If "No", please explain: Since the Fair is substantially down-sized this year, we will only be using restroom facilities that exist on-site.

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

Restroom Company:_____

Restroom Drop off / Pick Up Date for Drop Off:_____ Time for Drop Off:_____

Date for Pick Up:_____ Time for Pick Up:_____

ALCOHOL

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

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

If "Yes", what will be offered in addition to beer?_____

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event? ☐ Yes ● No

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

Please describe any sales activity at your event:

Will any food or beverages be sold at your event? ☐ Yes ● No

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

TRASH REMOVAL PLAN

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

Will you be using a waste company for your waste removal plan? ● Yes ☐ No

If "Yes", which company will you be using? Westbank Sanitation

How many trash receptacles will be supplied for your event? 7-4 yard dumpsters, 16 yard roll off

When will the trash receptacles be delivered? Wednesday July 22nd, 2020

When will the trash receptacles be picked up and removed from site? Monday July 27th, 2020

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

The 7-4 yard dumpsters will be dumped daily from July 19th - July 26th. The 16 yard manure dumpster will be emptied as needed.

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

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

If "Yes" which company will you be using? _____

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

When will these recycling receptacles be delivered? _____

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

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

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

_____

Special Event Application

SIGNIFICANT EVENT CHANGES

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

● Yes ☐ No

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

Due to the COVID 19 pandemic, the Teton County Fair will be substantially down-sized in 2020. The Fair Board agreed to cancel all entertainment portions of the Fair, including the carnival, vendor area, the Big Top Tent, live music, all free and strolling attractions, the beer garden, and all ticketed grandstand night events. This year's Fair will focus on the 4-H static and livestock exhibits, the 4-H livestock sale, the Blue-Ribbon Exhibit Hall and the Open Class Horse Show.

The Open Class Horse Show will take place on July 18th & 19th, as well as July 25th and 26th. All events take place outside. Exhibitors will be encouraged to wear face masks and gloves as appropriate. Hand sanitizing dispensers and additional hand wash stations will be provided in appropriate locations.

The Exhibit Hall entry drop-off will take place on Tuesday and Wednesday of Fair Week. All judging will take pace on Wednesday afternoon. The Exhibit Hall will be open to the public from Thursday through Sunday from 9:00AM to 4:00PM. Only 50 people will be allowed in the building at one time; face masks are strongly encouraged. Folks will enter from the main entrance and exit through the double doors by the kitchen. Hand wash stations will be located at both the entrance and exit.

The 4-H livestock shows will occur one specie at a time and spread out between Tuesday and Friday of Fair Week. Only large livestock will be kept overnight in the Heritage Arena; all small, caged animals will be taken home after they show on Tuesday afternoon/evening. 4-H families with large livestock will be allowed to camp on the Fairgrounds from Wednesday to Sunday night of Fair Week. Camping spaces will be marked and spaced out to meet health orders. Campers

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: RSG

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: RSG

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Initials: RSG

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: RSG

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: _____ (Signature) APPLICANT: RALPH GRIMES (Printed Name)

DATE: 7/1/2020 TITLE: Fair & Fairgrounds Manager

SIGN PERMIT (SGN) APPLICATION
Planning & Building Department

150 East Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
www.townofjackson.com

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/Business/Description: Teton County Fairgrounds/Rachel Grimes

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

Lot, Subdivision: _____ PIDN: _____

PROPERTY OWNER.

Name: Teton County Fairgrounds/Rachel Grimes Phone: (307) 733-5289

Mailing Address: PO Box 3075 Jackson, WY ZIP: 83001

E-mail: rgrimes@tetoncountywy.gov

APPLICANT/AGENT.

Name, Agency: Teton County Fairgrounds/Rachel Grimes Phone: (307) 733-5289

Mailing Address: PO Box 3075 Jackson, WY ZIP: 83001

E-mail: rgrimes@tetoncountywy.gov

DESIGNATED PRIMARY CONTACT.

_____Property Owner X_____Applicant/Agent

GENERAL INFORMATION. Have you attached the following? Please answer accordingly.

Yes ___ No ___ Is this a multi-tenant building? Name of Building: _____

Yes ___ No ___ Number of Tenants.

Yes ___ No ___ Length of building frontage in linear feet (1st frontage)

Yes ___ No ___ Length of building frontage in linear feet (2nd frontage if applicable)

Yes ___ No ___ How many signs are you planning to install/erect?

Yes ___ No ___ Dimensions of existing signage to remain.

Yes ___ No ___ Do you have a Master Sign Plan?

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/243/Sign-Permit for submittal requirements. Have you attached the following? Please circle.*

Application Fees. Fees are cumulative. Go to www.townofjackson.com/243/Sign-Permit 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.

Yes ___ No ___ **Proposed Signs.** Please provide the information requested for each sign.
Yes ___ No ___ **Required Drawings.** Please provide the following drawings as part of your application.

- Yes ___ No ___ A site plan, drawn to a recognized engineering scale, which depicts the property boundaries, building footprints, access and circulation, and the location of each proposed sign and any existing signs that will remain.
- Yes ___ No ___ Description of the dimensions, colors, materials and types of any existing signs that will remain. Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.
- Yes ___ No ___ Installation specifications, required set backs, height, and any structural details or specifications required for freestanding signs.
- Yes ___ No ___ Specifications for proposed lighting. SEE ATTACHED LETTER

PROPOSED SIGNS. *Please fill out the following information for each sign as applicable. If you are proposing more than two signs, you may provide this information on an additional sheet. Go to www.townofjackson.com/243/Sign-Permit for an explanation of the sign requirements below.*

	SIGN 1	SIGN 2
Type:	N/A	N/A
Dimensions:		
Area (square feet):		
Height:		
Clearance:		
Setback property line:		
Sign color:		
Sign material		
Lighting type proposed:		

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 — Date: 7/1/2020

Rachel Grimes — Name Printed

Fair Manager — Title

TOWN OF JACKSON/ JACKSON POLICE DEPARTMENT
NOISE PERMIT APPLICATION

Please submit completed application via fax (307-733-3241) or email to: jpdic@jacksonwy.gov at least 3 working days prior to event.

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

EVENT SPONSOR~ (Person responsible for event and noise if complaints are received):

Name: RACHEL BAMES Date of Birth: 11/19/1981

Signed: TETON CTY. FAIR BOARD Phone number: (307) 733-5289
(Event Sponsor)

Mailing Address: PO BOX 3075
Town: JACKSON State WY Zip Code 83001

Street Address: 305 W. SNOW KING AVE.
Town: JACKSON State WY Zip Code 83001

EVENT INFORMATION:

Location of Event: TETON COUNTY FAIRGROUNDS

Physical Street Address: 305 W. SNOW KING AVE

Date(s) of Event: JULY 24TH, 2020

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

Requested Ending Time of Event: 9:00 a.m./p.m.

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

Type of Event: 4-H LIVESTOCK AUCTION
(i.e. Baptism, Birthday Party, Wedding, Concert, Employee Party, etc.)

Please **explain** the type of noise expected. Live music, band, D.J., acoustic, amplified music, sound system of any type, dancing, etc.
AMPLIFIED SOUND IN RODEO ARENA FOR AUCTIONEERS

Band Name: _____

Or first and last name of person providing music: _____

Contact information for Band or person providing music:
Telephone or email address: _____

1/6/2020 updated

MONDAY JULY 13

Time	Event	Location
6:00 PM	4-H Archery Shoot	Wilson Field

THURSDAY JULY 16

Time	Event	Location
9:00 AM	4-H Rifle Shoot	JH Gun Range

SATURDAY, JULY 18

Time	Event	Location
8:30 AM	Open Class English Horse Show	Rodeo Arena

SUNDAY, JULY 19

Time	Event	Location
8:30 AM	Western Dressage	Rodeo Arena

MONDAY JULY 20

Time	Event	Location
8:00 AM - 3:00 PM	4-H Fabric and Fashion Review Judging	4-H Building
3:30 PM - 6:45 PM	4-H Static Exhibit Drop off and Interviews	Exhibit Hall
7:00 PM	4-H Fashion Review and Awards	Grassy Arena
7:00 PM	4-H Quilting Presentation	Grassy Arena

TUESDAY JULY 21

Time	Event	Location
8:00 AM	4-H Horse Showmanship	Grassy Arena
9:00 AM	4-H Horse Performance Classes	Rodeo Arena
11:00 AM - 2:00 PM	4-H Horse Trail Class	Grassy Arena
Following 4-H Horse	4-H Speed Events	Rodeo Arena
Performance Classes	4-H High Point Awards	Rodeo Arena
11:00 AM - 6:00 PM	Blue-Ribbon Exhibit Hall Drop Off	Exhibit Hall
11:00 - 6:00 PM	4-H Small Animal, Rabbit & Poultry Shows	Heritage Arena and Grassy Arena
6:30 PM	4-H Cat Show	4-H Building

WEDNESDAY JULY 22

Time	Event	Location
7:00 AM - 10:00 AM	Blue Ribbon Exhibit Hall Drop Off	Exhibit Hall
8:00 AM	Weigh-Ins (Vet Checks will be done already)	Heritage Arena
	Alta & Moran all species and Lamb/Goat	Heritage Arena
9:30 AM	Swine	Heritage Arena
11:00 AM	Beef	Heritage Arena
12:30 PM	Lamb & Goat Clubs in Barn (show prep)	Heritage Arena
3:00 PM	Lamb & Goat Shows	Grassy Arena

THURSDAY JULY 23

Time	Event	Location
9:00 AM - 4:00 PM	Blue Ribbon Exhibit Hall Open to Public	Exhibit Hall
10:00 AM	4-H Swine Show	Rodeo Arena

FRIDAY JULY 24

Time	Event	Location
9:00 AM - 4:00 PM	Blue Ribbon Exhibit Hall Open to Public	Exhibit Hall
8:00 AM	4-H Beef Show	Grassy Arena
5:00 PM	4-H Livestock Auction	Rodeo Arena

SATURDAY, JULY 25

Time	Event	Location
8:30 AM	Team Ranch Sorting	Rodeo Arena
8:30 AM	Showmanship	Grassy Arena
9:00 AM - 4:00 PM	Blue Ribbon Exhibit Hall Open to Public	Exhibit Hall
12:00 PM	4-H Livestock Release	Heritage Arena
2:00 PM	Team Branding	Rodeo Arena

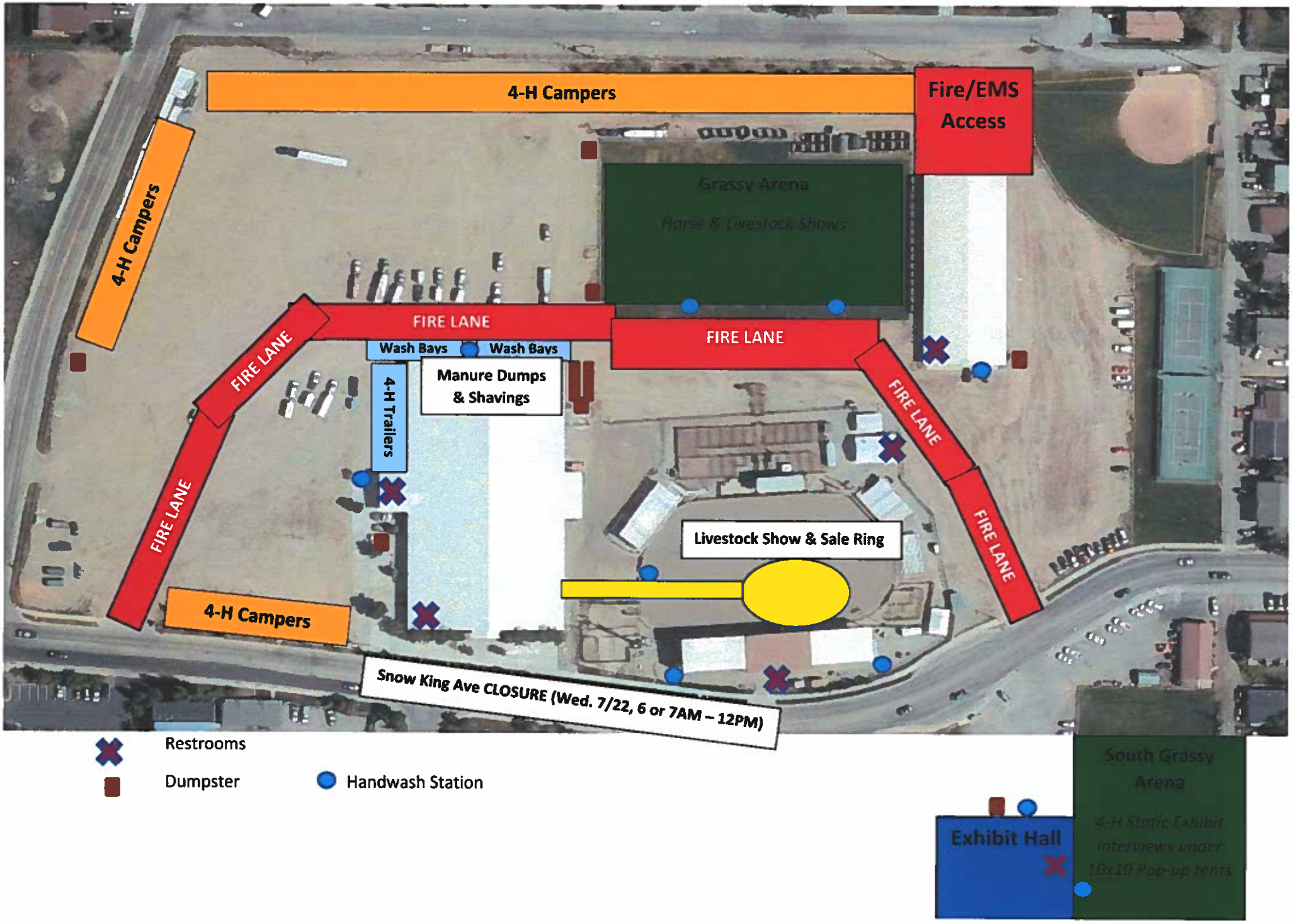
SUNDAY, JULY 26

Time	Event	Location
8:30 AM	Pleasure and Non-pro Western	Rodeo Arena
8:30 AM	Trail/Obstacle Course	Grassy Arena
9:00 AM - 4:00 PM	Blue Ribbon Exhibit Hall Open to Public	Exhibit Hall
1:00 PM	Trail Class Presents Trail Class Winners	Grassy Arena

MONDAY JULY 27

Time	Event	Location
7:00 AM - 1:00 PM	Blue Ribbon Exhibit Hall Pickup	Exhibit Hall
9:00 AM - 1:00 PM	Pick Up Static Exhibits	Exhibit Hall

2020 Teton County Fair Layout Map



TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: PLANNING & BUILDING **PRESENTER**: PAUL ANTHONY

MEETING DATE: July 6, 2020

SUBJECT: TEMPORARY SIGN PERMIT – Bring Us Home Challenge for Habitat for Humanity

STATEMENT/PURPOSE

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

BACKGROUND/ALTERNATIVES

The applicant has requested temporary banners under Section 5.6.1.C.4.d of the LDRs to be located at:

105 Buffalo Way, Albertsons
August 23, 2020 to September 5, 2020

100 E. Snow King Avenue, Snow King Ball Park during:
July 13, 2020 to July 27, 2020
August 3, 2020 to August 17, 2020
September 1, 2020 to September 5, 2020

Section 6.5.1.C.4 of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

COMPREHENSIVE PLAN ALIGNMENT

Staff finds that the proposal is consistent with Comprehensive Plan.

STAKEHOLDER ANALYSIS

None

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

ATTACHMENTS

Applicant Submittal

RECOMMENDATION

The Planning Director makes no recommendation for the banners to be located in two locations subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The site shall state the date(s) of the advertised "virtual shadow day."
4. The sign for Bring US Home Challenge may be installed at:
   105 Buffalo Way, Albertsons
   August 23, 2020 to September 5, 2020

   100 E. Snow King Avenue, Snow King Ball Park during:
   July 13, 2020 to July 27, 2020
   August 3, 2020 to August 17, 2020
   September 1, 2020 to September 5, 2020

SUGGESTED MOTION

I move to **approve** the temporary banner in conjunction with Habitat for Humanity subject to four (4) conditions of approval.

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

TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

150 East Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
www.townofjackson.com

***First**, go to www.townofjackson.com/245/Temporary-Sign-Permit for process and other necessary information.*

EVENT NAME:

Event Name: Bring Us Home Challenge Physical Address of Event: Virtual Campaign

Description of Event: 10 Week Peer-to-Peer Fundraising Campaign

Grand Opening _____ Yes X No _____

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Maggie Gabruk Phone: 248-495-7734

E-mail: PO Box 4194 ZIP: 83001

Jackson, WY Non-Profit: X For Profit: _____

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: Albertsons
Physical Address: 105 Buffalo Way
Dates of Display: August 23 - August 29, August 30 - September 5
Consent from Owner Obtained? Yes X No____

Business/Description: Snow King Ball Field
Physical Address: 402 E Snow King Ave
Dates of Display: 7/13-7/27, 8/3-8/17, 9/1-9/5
Consent from Owner Obtained? Yes____ No____

Business/Description: _____
Physical Address: _____
Dates of Display: _____
Consent from Owner Obtained? Yes____ No____

Business/Description: _____
Physical Address: _____
Dates of Display: _____
Consent from Owner Obtained? Yes____ No____

SUBMITTAL REQUIREMENTS. Have you attached the following? Please answer accordingly.

Yes X No ____ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

Yes ____ No N/A Installation specifications, and any structural details or specifications required for freestanding signs.

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

_____ 6/11/2020
Signature of Authorized Event Applicant Date

Maggie Gabruk Development Officer
Applicant Name Printed Title

HABITAT FOR HUMANITY

BRING US HOME CHALLENGE 2020

CharityFootprints.com/BringUsHome

June 24 - September 2

Help Habitat finish The Grove, Phase III.
Join the fitness challenge. Fundraise at your pace.

bring us home

the GROVE phase III

FIRST REPUBLIC BANK

HABITAT FOR HUMANITY

BRING US HOME CHALLENGE 2020

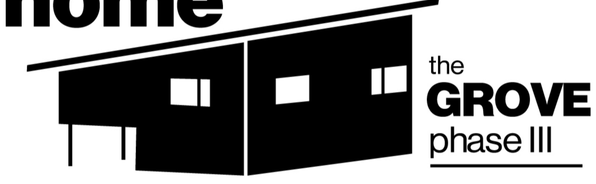
CharityFootprints.com/BringUsHome

June 24 - September 2

Help Habitat finish The Grove, Phase III.

Join the fitness challenge. Fundraise at your pace.

bring us home



the GROVE phase III

Habitat for Humanity® of the Greater Teton Area

FIRST REPUBLIC BANK

TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Administration **PRESENTER**: Sandy Birdyshaw

MEETING DATE: July 6, 2020

SUBJECT: Jackson Hole Jewish Community special request

STATEMENT/PURPOSE

The purpose of this item is for the Town Council to consider granting an exception to the Aspen Hill Cemetery Rules and Regulations so the Jackson Hole Jewish Community (JHJC) may appropriately dispose of Genizah items, to consider a reduced fee if town assistance is needed to open the burial site, and to consider an amendment to the cemetery rules.

BACKGROUND/ALTERNATIVES

Jewish communities set aside a room or closet in synagogues called a Genizah, it is used exclusively to store tattered and worn prayer books (Siddur) and sacred artifacts. The general rule is that anything dealing with sacred subjects should be placed in a genizah, rather than thrown out. Most synagogues clean out this room periodically, by burying the contents in a Jewish cemetery as a sign of reverence and respect. Some communities have cemetery plots that have been donated expressly for this purpose.

Section 1.01 and 3.16 of the Aspen Hill Cemetery Rules allow for the interment of human remains only. Section 10.02 provides an exception clause for the Town Council.

> Section 1.01. Definitions. Burial: The placement of human remains in a grave. Cemetery: Any place dedicated to and used or intended to be used, for the permanent interment of human remains. Grave: A space of ground in a burial park used, or intended to be used, for burial of the remains of one (1) person.
>
> Section 3.16. Cemetery for Interment of Human Race Only. The cemetery is reserved for the interment of the human race only, and no dog cat, or any other animal or pet shall be interred therein.
>
> Section 10.02. Exceptions or Modifications. Special cases may arise in which the literal enforcement of any rules may impose unnecessary hardship. The Town Council, therefore, reserves the right, without notice, to make exceptions, suspensions or modifications in any of these rules and regulations whenever, in his judgment, the same appear advisable, and such temporary exceptions, suspensions or modifications shall in no way be construed as affecting the general application of such rules or regulations.

A member of the Jackson Jewish Community currently owns a plot in Aspen Hill Cemetery and has donated half of it to the JHJC for the purpose of this request. The JH Jewish Community request is two-fold. 1) to obtain permission for the burial of sacred items in this donated portion of a plot and 2) to pay a reduced cemetery fee for only the opening of a smaller hole.

The Town's fee for opening & closing a gravesite is $350. The dimensions of a hole dug for a casket is approximately 4 ft x 12 ft x 5½ feet deep. JHJC requests a smaller hole that is 3 ft x 5 ft x 4 feet deep. They are looking into the possibility of a member who owns a landscaping business to dig the hole. If that option does not come to fruition, they plan to wait until another burial at Aspen Hill is being prepared, so to make the request as convenient as possible for the Town as the burial of the items is not time sensitive. Members attending the Jewish service have volunteered to fill the hole which would cover the closing expense. The Town Council could consider

reducing the $350 fee to $175 (half of the open/close fee) should they not be able to conduct the excavation themselves. The opening expense to the Town of Jackson does not change even though the excavation width and depth are smaller, the same amount of equipment and number of staff and staff time is needed on site regardless of the size of the excavation. Doing this at the same time of another burial would save individual equipment mobilization cost.

The Town Council may wish to keep the current language in the cemetery rules and consider requests on a case-by-case basis, or direct staff to amend the rules to provide clearer language on this type of burial.

Staff recommends the Town Council approve the exception to allow the burial of sacred objects in the donated plot and direct staff to present an amendment to Section 1.01 and 3.17 to expand the limitation of what can be buried to include sacred objects and present that change at an upcoming meeting on the consent calendar.

The Town Council has a number of options available to them.

1. Approve the exception as presented including the fee reduction.
2. Approve the exception as presented and direct staff to prepare an amendment to Section 1.01 and 3.17 to expand the limitation of what can be buried to include sacred objects and present that change at an upcoming meeting on the consent calendar.
3. Discuss the request and continue the discussion to a future Town Council meeting as time allows based on Council's priorities.
4. Take no action thereby denying the request.
5. Other.

COMPREHENSIVE PLAN ALIGNMENT

The Aspen Hill Cemetery is a core municipal facility and service and providing fair and equal treatment to all is incumbent upon the government. Space in the Aspen Hill Cemetery is limited, however the need to balance the requests from the public for interment of remains v. the occasional interment of sacred objects is important. Providing quality community services in the Aspen Hill Cemetery is in direct alignment with Section 8 of the Comprehensive Plan.

STAKEHOLDER ANALYSIS

The stakeholders include members of the Jackson Hole Jewish Community, community member and family who donated the plot, public works employees and cemetery sexton.

FISCAL IMPACT

If approved, the fiscal impact to the Town would be $175 in fees revenue, and a revenue loss of $175 offset by when town equipment would be used.

STAFF IMPACT

Public Works, Administration, and Attorney staff were involved with this review and the Town Clerk would be involved with recordation. Approval of the single exception would result in approximately 5 combined hours of staff time. Should the Council direct staff to prepare an amendment to the Aspen Hill Cemetery Rules, there would be an additional 5 hours of staff time necessary to prepare the staff report, prepare the amendment to the rules, conduct the legal review, and publish the updated rule document.

LEGAL REVIEW

Ongoing as needed.

ATTACHMENTS

none

RECOMMENDATION

Staff recommends the Town Council approve the exception to allow the burial of sacred objects in the donated plot and direct staff to present an amendment to Section 1.01 and 3.16 to expand the limitation of what can be buried to include sacred objects and present that change on the Council's consent calendar at an upcoming meeting.

SUGGESTED MOTION

I move to approve an exception to the cemetery rules for the Jackson Hole Jewish Community to place sacred objects in the donated plot as presented and direct staff to prepare an amendment to Section 1.01 and 3.16 to expand the limitation of what can be buried to include sacred objects, and present that change at an upcoming meeting on the consent calendar.

TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Public Works

PREPARED BY: Floren Poliseo, Public Works Director

MEETING DATE: July 6, 2020

PRESENTED BY: Public Works Staff

SUBJECT: Request to connect to the Town of Jackson Sewer, Valley View Sewer Company (P20-082)

STATEMENT/PURPOSE

The purpose is of this item is for the Jackson Town Council to consider a formal request from the Valley View Sewer Company ("VVSC") to modify the connection of its sewer system located at Deer Drive in the Valley View Subdivision off S Highway 89 to the Town of Jackson's wastewater collection / treatment systems via Teton County's Adams Canyon Sewer System.

BACKGROUND/ALTERNATIVES

The Town and Valley View Sewer Company (VVSC) executed a Wastewater Treatment Facilities Connection and Use Agreement on October 6, 2005. VVSC has since expanded its service area beyond the Valley View Subdivision and proposes changing the point of connection to the Town's wastewater system from the O Bar B Subdivision wastewater collection system to the adjacent Adams Canyon Sewer System. Properties within the VVSC are currently connected to a central system. Nelson Engineering projected wastewater flows for the properties served by the VVSC at 91,288 gallons per day, maximum day.

The Adams Canyon Sewer (ACS) Connection and Use Agreement, executed December 3, 2015, approved connection of the County properties at the Adams Canyon Site, and requires Town approval for future connections to the ACS. Teton County provided a Will Serve letter on June 9, 2020 conditioned on approval by the Town of Jackson.

The current process for connection to the Town of Jackson wastewater collection and treatment systems is as follows:

1. Apply (via a Planning Application) for approval by the Town Council for the sewer connection.
2. If approved, staff will draft a Connection and Use Agreement
3. Once the agreement is finalized, the VVSC can file for a County or Adams Canyon Sewer Connection permit. Plans for the connection are reviewed at this time and any fees due are assessed.
4. For central systems, each lot owner must then apply for a County or Adams Canyon Sewer Connection Permit. Plans for the individual connection are reviewed at this time and any fees due are assessed.
5. If the connection is to a Town sewer main then a Public Right-of-Way Permit is required for the connection.

If this alternative connection to the Town's system is allowed, VVSC accepts all responsibility for annual maintenance, repairs, upkeep and future replacement of its wastewater system to the point of connection to the Town system. Also, it agrees to meet all required Wyoming DEQ and Town of Jackson standards relating to its wastewater systems operations, maintenance, and replacement. VVSC would continue to pay wastewater rates consistent with the adopted fee schedules of the Town of Jackson in Jackson Municipal Code §13.08.300, as amended. Additionally, any new customers will require capacity fee assessment, and any increases in service level for each existing customer beyond its maximum peak wastewater volumes may require additional capacity fees.

COMPREHENSIVE PLAN ALIGNMENT

This project relates to the Town Comprehensive Plan under Common Value #1- Ecosystem Stewardship. Staff has provided the following sections of the Comprehensive Plan for consideration along with this request.

Common Value #1 – Ecosystem Stewardship

- *Principle 1.2*- Preserve and enhance water and air quality
    - Policy 1.2.c: Monitor and maintain water quality – *calls for monitoring cumulative impacts on water quality and the effectiveness of mitigation efforts and strive to exceed State and Federal requirements for quality and monitoring to enhance water quality in the area.*

STAKEHOLDER ANALYSIS

Stakeholders include the residents and businesses connected to Town of Jackson water and wastewater systems. The Town Council is the final decision maker on all policy decisions.

FISCAL IMPACT

The VVSC is responsible for all design, construction, operation, and maintenance costs to the point of connection with the Town's mains.

Current customers have already paid their connection fees and will not pay a second connection fee for this connection relocation. For any new connections within the subdivision, a one-time capacity fee would be collected prior to each lot's connection that would be determined by the fees established in the Municipal Code at the time of application approval. Future increases in service level for each existing customer beyond its maximum peak wastewater volumes may require additional capacity fees. Ongoing base and use fees will be collected as long as the connections and use continue, at rates established by the municipal code as amended, and subject to future rate changes.

When additional services are connected to the Town's sewer systems, there is a cumulative impact to the Town's operation and maintenance costs for the wastewater collection and treatment systems.

STAFF IMPACT

The immediate impact is additional staff time for Town Engineering and Legal staff to work with VVSC to complete a new connection and use agreement for final approval of Town Council. Staff estimates this will take approximately 10-20 hours.

Following final execution of the Agreement, additional impacts will include staff time for reviewing the permit application for compliance with Town construction standards. Staff estimates this will take approximately an additional 5-10 hours to review the central system and 1-3 hours per individual lot connection.

The impact to the Town of providing wastewater service to the VVSC at this time is minimal but contributes to the cumulative impact to Public Works staff who maintain the water supply and sewer systems as the Town continues to connect more customers both within and outside of Town limits.

LEGAL REVIEW

Ongoing as needed.

ATTACHMENTS

- The VVSC's application and supporting documents.
- Staff review comments.
- The proposed *Wastewater Treatment Facilities Connection and Use Agreement Between The Town Of Jackson and Valley View Sewer Company* and associated Exhibits.

RECOMMENDATION

Options for Town Council consideration:

1. Approve the proposed Agreement.
2. Request additional time to review the proposed Agreement as presented today and direct staff to place this item on a future Town Council Agenda.
3. Make a motion to approve the request and vote against the motion, thereby denying the proposed agreement to connect at this time.
4. Other.

Staff recommends that council approve the VVSC's proposed modification of connection to the Town's sewer collection / treatment systems with the following conditions:

1. All conditions of approval noted in the review comments are met
2. Proposed Agreement is finalized and signed

SUGGESTED MOTION

I move to approve the proposed Connection and Use Agreement as conditioned and direct staff to work with the Valley View Sewer Company to finalize the Agreement, and upon approval of the Town Attorney and Town Engineer authorize the Mayor to execute all necessary Agreements.

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, 2020

Item #: P20-082

Planner: Tyler Valentine

Phone: 733-0440 ext. 1305

Fax: 734-3563

Email: tvalentine@jacksonwy.gov

Owner:
Valley View Sewer Co – Jim Fowler
PO Box 1248
Jackson, WY 83002

Applicant:
Nelson Engineering – Matt Bowers
PO Box 1599
Jackson, WY 83001

REQUESTS:

The applicant is submitting a request for a Sewer Connect located at Deer Drive ROW (.

For questions, please call Tyler Valentine at 733-0440, x1305 or email to the address shown below. Thank you.

Please respond by:
May 22, 2020 (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.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
www.townofjackson.com

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: Valley View Sanitary Sewer Connection Project

Physical Address: Deer Dr

Lot, Subdivision: Deer Dr ROW, Valley View Subdivision PIDN: _____

PROPERTY OWNER.

Name: Jim Fowler, Valley View Sewer Co. Phone: 307-413-4863

Mailing Address: PO Box 1248 Jackson, WY ZIP: 83002

E-mail: jnf.ercmc@gmail.com

APPLICANT/AGENT.

Name: Matt Bowers, P.E., Nelson Engineering Phone: 307-733-2087

Mailing Address: PO Box 1599 Jackson, WY ZIP: 83001

E-mail: mbowers@nelsonengineering.net

DESIGNATED PRIMARY CONTACT.

_____Property Owner X Applicant/Agent

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

Use Permit

_____Basic Use

_____Conditional Use

_____Special Use

Relief from the LDRs

_____Administrative Adjustment

_____Variance

_____Beneficial Use Determination

_____Appeal of an Admin. Decision

Physical Development

_____Sketch Plan

_____Development Plan

_____Design Review

Subdivision/Development Option

_____ Subdivision Plat

_____Boundary Adjustment (replat)

_____Boundary Adjustment (no plat)

_____Development Option Plan

Interpretations

_____Formal Interpretation

_____Zoning Compliance Verification

Amendments to the LDRs

_____LDR Text Amendment

_____Map Amendment

Miscellaneous

X **Other:** Sewer Connection

_____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?

X **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

X **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.

X **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

4/30/20
Date

Matt Bowers, P.E.
Name Printed

Project Engineer
Title

Teton County Planning and Building Department
200 S. Willow, P.O. Box 1727
Jackson, WY 83001
Phone (307)733-7030

LETTER OF AUTHORIZATION BY OWNER

THE LETTER OF AUTHORIZATION IS TO BE SUBMITTED ONLY IF THE APPLICANT/AGENT IS NOT THE RECORDED OWNER OF THE PROPERTY. THE RECORDED OWNER MUST SIGN THE LETTER OF AUTHORIZATION AND HAVE IT NOTARIZED.

OWNER, CO-OWNER, OR CORPORATE OWNER:

Name: Valley View Sewer Company, L.L.C.
Physical Address of Property: N/A --- Valley View Subdivision -- Deer Drive
Mailing Address: PO Box 12483 Jackson, Wyoming
Zip code: 83002 Phone: Jim Fowler Manager/President 307-413-4863
Email: jnf.ercmc@gmail.com

AGENT OR CONTRACTOR: (If authorizing Agent and Contractor, fill out a form for each)

Name: Nelson Engineering --- Matt Bowers
Mailing Address: PO Box 1599 Jackson, Wyoming
Zip code: 83001 Phone: 307-733-2087
Email: mbowers@nelsonengineering.net

Owner, Co-Owner, or Corporate Owner, ("Owner") which property is specifically described as Valley View Subdivision -- Deer Drive # 22-17N W. Elk Ave # 22-17S hereby authorizes Agent or Contractor, as stated above, to represent and/or act for Owner in making application for, receiving, and accepting on Owner's behalf, any permits or other action by the Teton County Commissioners, Planning and Development, Building, and/or Engineering Departments relating to Owner's Property in Teton County, and the modification, development, planning, platting, replatting, improvements, use or occupancy of land, or energy mitigation in Teton County. Owner acknowledges and agrees to be bound and must abide by the written terms or conditions of issuance of any such named Agent or Contractor, whether actually delivered to Owner or not. Owner agrees that no modification, development, planning, platting or replatting, improvements, use or occupancy of land, or energy mitigation involved in any application, as it relates to Owner's Property, shall take place until approved by the appropriate official(s) of Teton County, in accordance with all applicable codes and regulations. Owner agrees to pay any fines and/or mitigation fees to Teton County and will be liable for any other penalties arising out of the failure to comply with the terms of any permit or arising out of any violation of the applicable laws, codes, and/or regulations applicable to the action sought to be permitted by the application authorized herein. Owner agrees and authorizes Agent or Contractor to pay any fines and/or mitigation fees to Teton County and for the Agent or Contractor to accept and receive any reimbursement or fee payments due to Owner from Teton County, including but not limited to energy mitigation fees.

Under penalty of perjury, the undersigned swears that the foregoing is true and, 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, CO-OWNER, CORPORATE OWNER:

Print Name: J.N. (Jim) Fowler

Signature: _____

Title: Manager/President

STATE OF Wyoming

COUNTY OF Teton **SS.**

Subscribed and sworn to before me by Jim Fowler this 24 day of April, 2020.

WITNESS my hand and official seal.

_____
Notary Public

My commission expires: 01-31-23

NATHAN DIXON
State of Wyoming-Notary Public
County of Teton
My Commission Expires
January 31, 2023

VALLEY VIEW SANITARY SEWER CONNECTION PROJECT

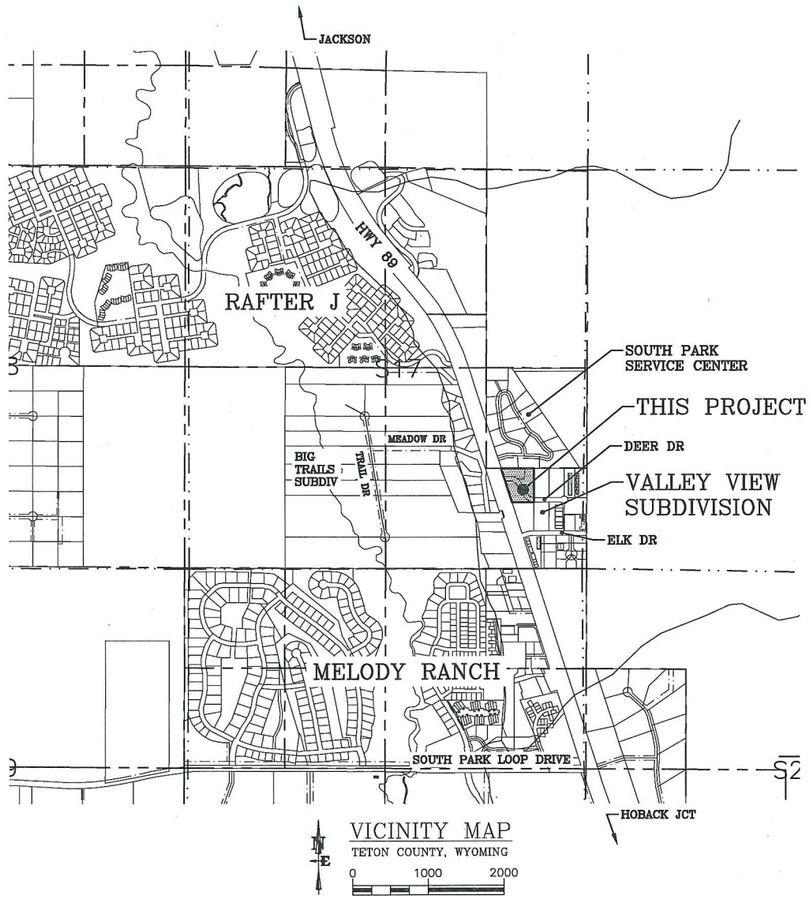
TETON COUNTY, WYOMING

T40N R116W SECT 17

NE JOB NO. 16-133-01

PREPARED BY

NELSON ENGINEERING
JULY, 2016



VICINITY MAP
TETON COUNTY, WYOMING
0 1000 2000

INDEX TO DRAWINGS

DWG #	DWG TITLE
-	TITLE SHEET
1	EXISTING SITE
2	PROJECT OVERVIEW
3	SEWER MAIN PLAN & PROFILE
4	SEWER DETAILS
5	MANHOLE DETAILS

Professional Engineer (Civil)
ERIK WACHOB
12629
Date 7/15/16
WYOMING

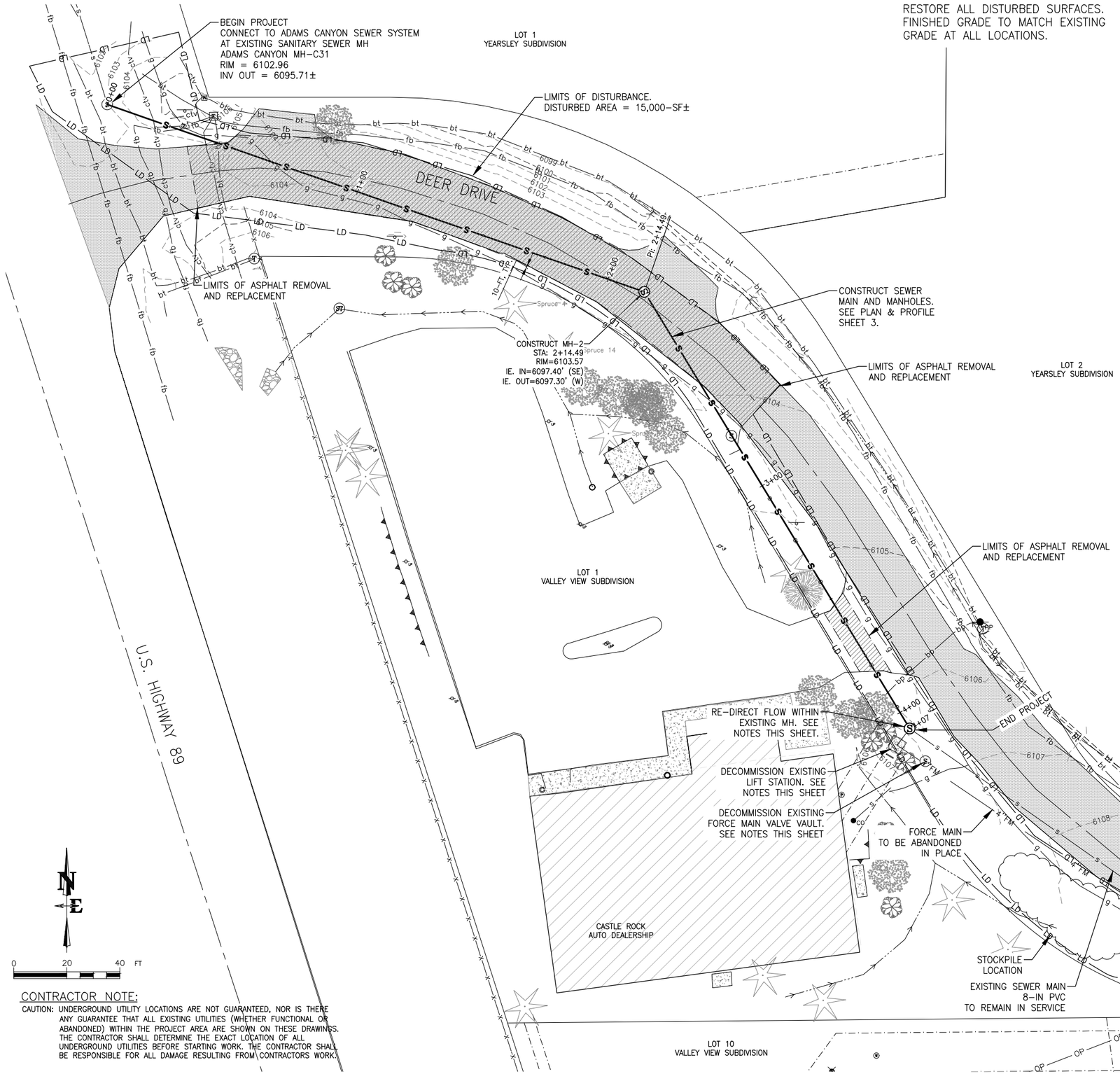
PERMIT SET
NOT FOR CONSTRUCTION

CONTRACTOR NOTE:

CAUTION: UNDERGROUND UTILITY LOCATIONS ARE NOT GUARANTEED, NOR IS THERE ANY GUARANTEE THAT ALL EXISTING UTILITIES (WHETHER FUNCTIONAL OR ABANDONED) WITHIN THE PROJECT AREA ARE SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES BEFORE STARTING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM CONTRACTORS WORK.

SET NO. _____

S:\Proj\2016\133-01 Valley View Sewer Connection\Drawings\Title Sheet.dwg (TITLE FOR CONSTRUCTION DWGS) - Jul 15 2016 4:46:43 pm PLOTTED BY: wachob



REDIRECTION OF FLOW WITHIN EXISTING MANHOLE (4+07±)

After acceptance of the new sewer main and before the lift station is decommissioned, the existing manhole currently receiving flow from the Deer Drive sewer mains and directing flow into the lift station shall be reconfigured to pass flow into the new sewer main alignment northwest of the old lift station. Re-direction of flow within the existing manhole shall include but not be limited to the following items of work.

1. Install new pipe section leaving manhole, boot, and grout per typical manhole details.
2. Clean manhole channel of debris. Shape channel as necessary to ensure smooth flow leaving manhole.
3. Plug former exit to lift station with grout, and form smooth channel wall in place of abandoned channel, directing flow to leave manhole into new sewer main.
4. Remove old pipe leading to decommissioned lift station.

LIFT STATION AND VALVE VAULT DECOMMISSIONING

The existing lift station shall be decommissioned following the construction and acceptance of the proposed re-routed sewer main. Decommission of the existing lift station shall include but not be limited to the following items of work.

1. Coordinate all work with sewer system owner and operator.
2. The existing electrical service to the lift station shall be abandoned by Contractor. Coordinate with LVE.
3. Remove the pumps, piping, and all other equipment from the existing wet well and lift station vault, and adjacent valve vault. All equipment removed shall be disposed of off-site.
4. Remove and dispose of off site the existing concrete roof and concrete walls of the vault over the wet well. The existing wet well shall remain in place.
5. Remove and dispose of off site the existing lid of the adjacent valve vault manhole.
6. Following removal of the concrete vault and lid, the existing wet well and existing valve vault shall be filled in with excess spoils left over from sewer main and manhole construction. This fill material shall be compacted to a density of 95% of the standard proctor.

TRAFFIC CONTROL

PROVIDE TRAFFIC CONTROL WITHIN WYDOT ROW IN ACCORDANCE WITH WYDOT "TEMPORARY CONTROL FOR ROADWAY WORK OPERATIONS 2001," CURRENT M.U.T.C.D., AND WYDOT PERMIT, OBTAINED BY OWNER.

PROVIDE FLAGGERS AND TRAFFIC CONTROL DEVICES ON DEER DRIVE. MAINTAIN ONE LANE OPEN AT ALL TIMES.

COORDINATE WORK IN DRIVEWAY WITH AUTO DEALERSHIP MIN 2-WKS IN ADVANCE. MAINTAIN UNINTERRUPTED 1-LANE ACCESS.

CONTRACTOR NOTE:

CAUTION: UNDERGROUND UTILITY LOCATIONS ARE NOT GUARANTEED, NOR IS THERE ANY GUARANTEE THAT ALL EXISTING UTILITIES (WHETHER FUNCTIONAL OR ABANDONED) WITHIN THE PROJECT AREA ARE SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES BEFORE STARTING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM CONTRACTORS WORK.

DATE	11 AUG 2016	REV. 4/22/2020 4/27/2020
SURVEYED	NE	
ENGINEERED	EDW	
DRAWN	EDW	
CHECKED	MB	
APPROVED	MB	

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

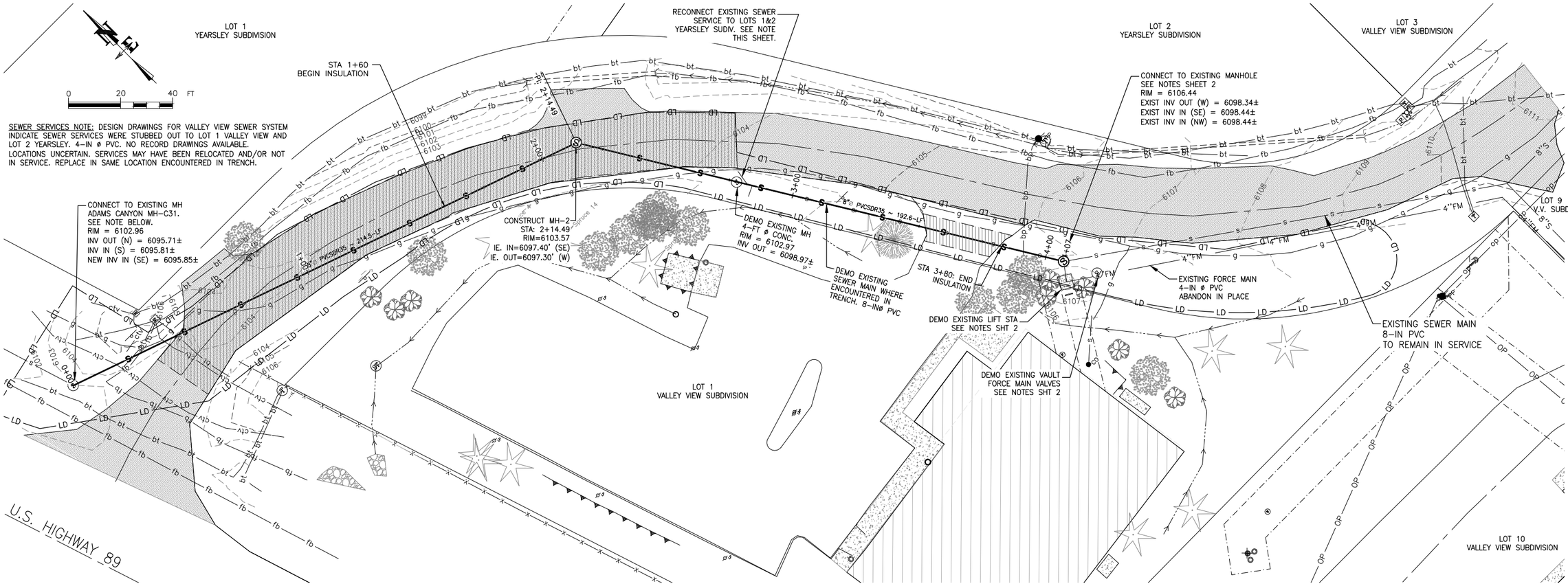
DRAWING TITLE
PROJECT OVERVIEW

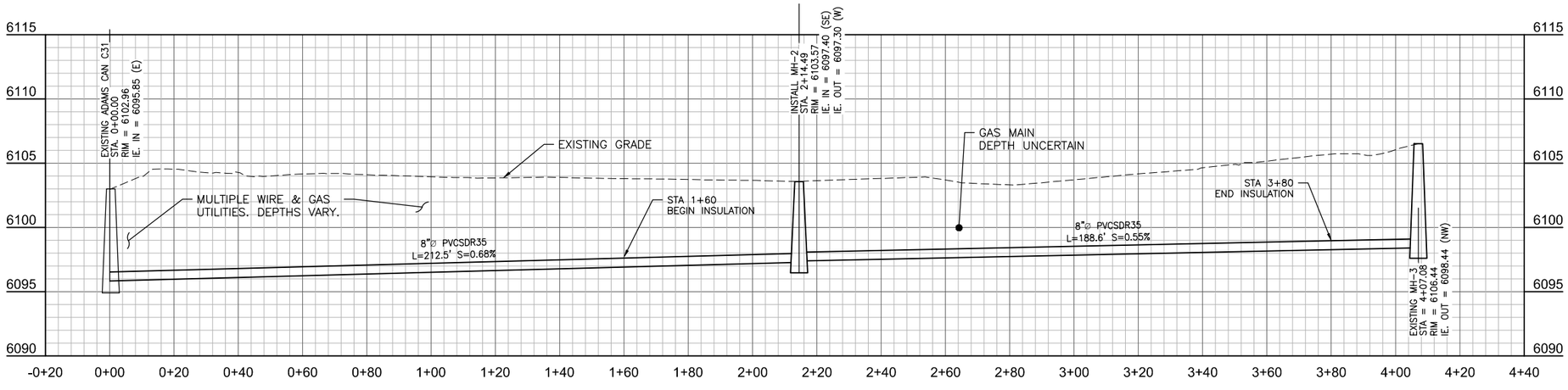
JOB TITLE
VALLEY VIEW SEWER COMPANY
SANITARY SEWER CONNECTION

DRAWING NO **2**

JOB NO **16-133-01**

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EXISTING MANHOLE CONNECTION NOTE: CONSTRUCT NEW PIPE PENETRATION INTO MANHOLE AND CHANNEL WITHIN MANHOLE BY CORING MANHOLE WALL AND SHELF. COMPLETE PIPE PENETRATION WITH PIPE BOOT AND GROUT. SMOOTH NEW CHANNEL WITH GROUT. CONSTRUCT PER TYPICAL MANHOLE DETAILS, SEE SHEET 5.

COORDINATE WORK IN VICINITY OF GAS MAIN WITH L.V.E.

INSULATE WHERE INDICATED ON PLANS, AND WHEREVER BURY DEPTH IS LESS THAN 6–FT.

CONTRACTOR NOTE:

CAUTION: UNDERGROUND UTILITY LOCATIONS ARE NOT GUARANTEED, NOR IS THERE ANY GUARANTEE THAT ALL EXISTING UTILITIES (WHETHER FUNCTIONAL OR ABANDONED) WITHIN THE PROJECT AREA ARE SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES BEFORE STARTING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM CONTRACTORS WORK.

DATE	11 AUG 2016	REV.	4/22/2020
SURVEYED	NE		4/27/2020
ENGINEERED	EDW		
DRAWN	EDW		
CHECKED	MB		
APPROVED	MB		

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

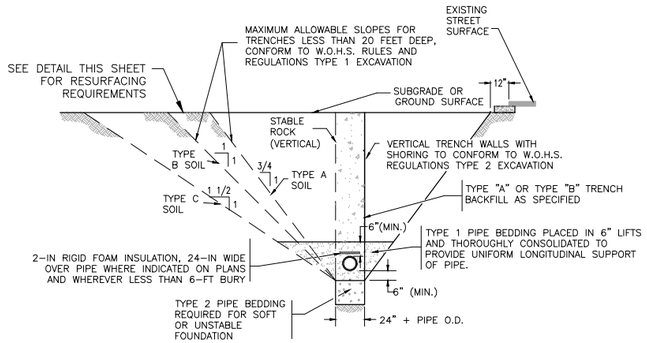
DRAWING TITLE
SANITARY SEWER LINE
PLAN AND PROFILE
STA 0+00 – 4+08

JOB TITLE
VALLEY VIEW SEWER COMPANY
SANITARY SEWER CONNECTION

DRAWING NO 3

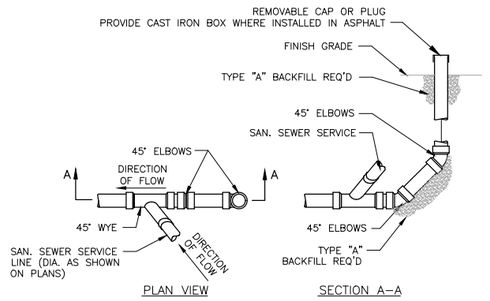
JOB NO 16–133–01

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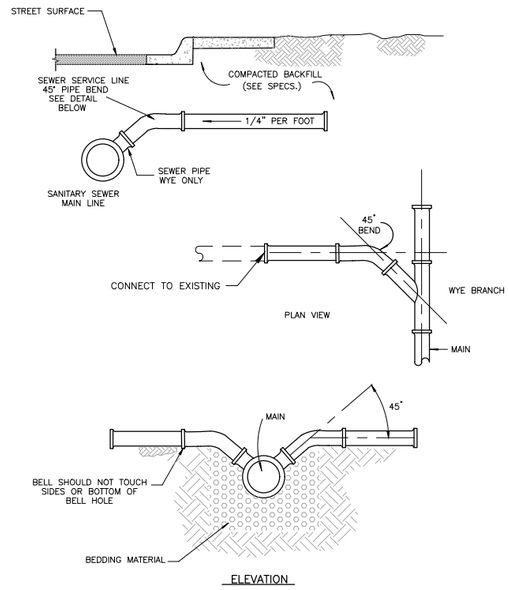
NOTE: WHERE TRENCH PASSES THROUGH EXISTING PAVEMENT, CUT AND REMOVE PAVEMENT AS REQUIRED FOR TRENCH EXCAVATION. PRIOR TO PATCHING, CUT PAVEMENT BACK 12" ON EACH SIDE OF TRENCH CUT.

A/4 **STANDARD TRENCH DETAIL**
Scale: NTS

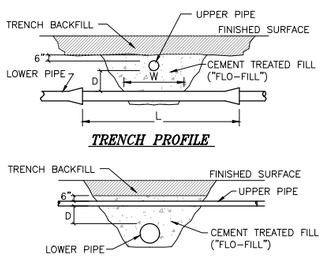


NOTE: CLEANOUT SHALL HAVE THE SAME DIAMETER AS SEWER LINE.

B/4 **CLEANOUT DETAIL**
Scale: NTS

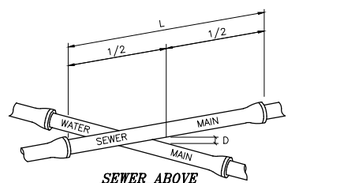


C/4 **SANITARY SEWER CONNECTION DETAIL**
Scale: NTS

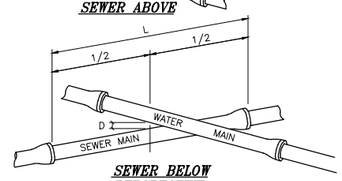


TRENCH PROFILE

TRENCH X-SECTION



SEWER ABOVE

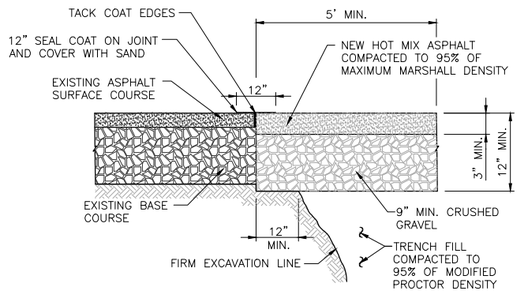


SEWER BELOW PERSPECTIVE

NOTES:
1. CEMENT TREATED FILL ("FLOWABLE FILL") SHALL CONFORM TO WPWSS SECTION 02225, PART 2.01B.
2. CEMENT TREATED FILL SHALL BE PLACED FROM BOTTOM OF LOWER PIPE TO 6 INCHES ABOVE THE UPPER PIPE.
3. DIMENSION D (THE VERTICAL SEPARATION BETWEEN THE OUTSIDES OF THE UPPER AND LOWER PIPES) SHALL BE 18 INCHES MINIMUM.
4. DIMENSION W SHALL EQUAL 3D PLUS 1 FOOT.
5. DIMENSION L SHALL EQUAL 20 FEET MINIMUM.

   WHERE THE MINIMUM REQUIRED CLEARANCES FOR DIMENSIONS D AND L CANNOT BE MAINTAINED, THE SEWER MAIN SHALL BE PLACED WITHIN A SEPARATE SLEEVE.

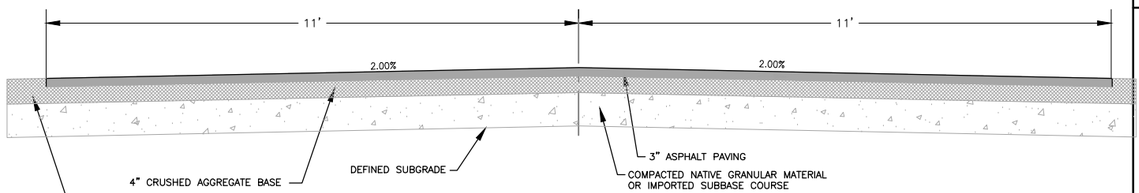
D/4 **SEWER & WATER MAIN OR SERVICE CROSSING DETAIL**
Scale: NTS



BITUMINOUS MATERIAL SHALL MEET THE APPLICABLE REQUIREMENTS OF SECTION 02545, BITUMINOUS MATERIALS OF WYOMING PUBLIC WORKS STANDARDS AND SPECIFICATIONS

NOTES:
1. REPLACEMENT ASPHALT THICKNESS SHALL BE 1" GREATER THAN EXISTING AND NO LESS THAN 3" MINIMUM.
2. ASPHALT SHALL BE PLACED IN LIFTS NO GREATER THAN 3" THICKNESS AND COMPACTED TO 95% OF MARSHALL DENSITY.

E/4 **ASPHALT REPLACEMENT DETAIL**
N.T.S



F/4 **TYPICAL ROAD SECTION DETAIL**
Scale: NTS

CONSTRUCTION SPECIFICATIONS

All work shall be done in accordance with Wyoming Public Works Standard Specifications (WPWSS) 2015 Edition. Special provisions amending, supplementing and clarifying the above-referenced specifications are as follows:

Section 02225 – Trench Backfill

3.01.A.3 Type A trench backfill shall be used at all locations.

3.01.B.1 Type A trench backfill shall be placed in maximum 8-inch lifts and compacted to 95% of the maximum density as determined by ASTM D1557 (Modified Proctor).

Section 02700 – Sanitary Sewer Systems

2.01.A All sewer pipe shall be PVC, SDR35 with push-on joints, conforming to ASTM D-3034.

3.02.F Manhole covers shall be provided with a 1"ø lift hole.

3.03.A.3 Minimum pipe diameter for sewer services shall be 4-inch. Sewer services shall be installed at a minimum slope of 2.0%.

3.04.C.2.b Leakage test. New sewerlines, manholes and services shall be tested for leakage. The maximum allowable infiltration / exfiltration is 50 gallons per day per mile per inch of pipe diameter. Town of Jackson personnel shall witness all performance testing.

SITE CONSTRUCTION NOTES

1. ALL SITE WORK SHALL BE DONE IN ACCORDANCE WITH WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS (WPWSS) 2015 EDITION AND THESE PLANS.
2. STRIPPED MATERIAL SHALL BE STOCKPILED AT STOCKPILE AREAS SHOWN ON PLAN, CUT MATERIAL WILL BE PLACED DIRECTLY INTO FILL AREAS OR STOCKPILED.
3. TOPSOIL SHALL BE STOCKPILED SEPARATELY & REUSED TO COVER FINISH SLOPES. IMPORT ADDITIONAL TOPSOIL IF NECESSARY TO COVER ALL DISTURBED AREAS NOT RECEIVING SURFACING. ALL AREAS OF DISTURBANCE SHALL RECEIVE A MINIMUM 4-INCH OF TOPSOIL.
4. DUST CONTROL MUST BE ACCOMPLISHED BY WATERING STOCKPILES AND DRY SOILS.
5. CONTRACTOR MUST MINIMIZE TRACKING OF SOIL ONTO THE ROAD OR CLEAN ROAD OF SOILS WHEN NECESSARY.
6. INSTALL EROSION CONTROL MEASURES PRIOR TO COMMENCING WITH LAND DISTURBING ACTIVITIES AND MAINTAIN THE DEVICES DURING CONSTRUCTION. IF NECESSARY THE CONTRACTOR SHOULD INSTALL AND MAINTAIN ADDITIONAL EROSION CONTROL MEASURES TO ENSURE THE SITE IS STABILIZED DURING CONSTRUCTION.
7. REVEGETATION SHALL BE NATIVE AND SEMI-NATIVE SEED.
8. CONTRACTOR SHOULD HAVE A WEED CONTROL PLAN PREPARED BY TETON COUNTY WEED AND PEST OR OTHER WEED SPECIALIST AND IMPLEMENT THE PLAN THROUGHOUT CONSTRUCTION.
9. LAND DISTURBING ACTIVITIES SHALL BEGIN SUMMER 2020 AND CONTINUE THROUGH FALL 2020.
10. COORDINATE AND INSTALL UTILITIES IN ACCORDANCE WITH THE SPECIFIC UTILITY COMPANY REQUIREMENTS AND THESE PLANS.
11. DISPOSE OF ALL DEMOLISHED MATERIAL OFF-STE IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.

DATE	REV.
11 AUG 2016	4/22/2020
SURVEYED: NE	
ENGINEERED: EDW	
DRAWN: EDW	
CHECKED: MB	
APPROVED: MB	

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

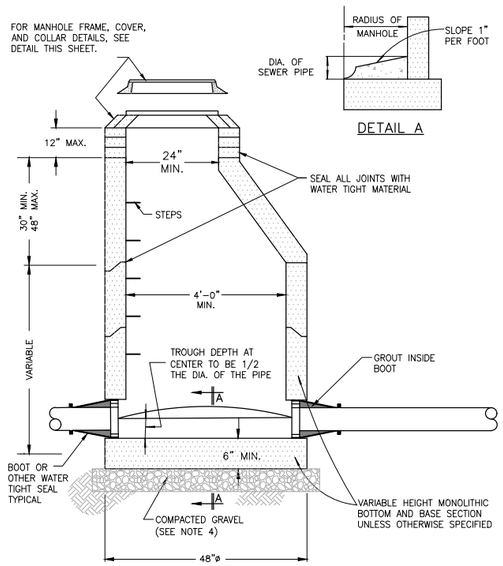
DRAWING TITLE: SEWER DETAILS AND SPECIFICATIONS

JOB TITLE: VALLEY VIEW SEWER COMPANY SANITARY SEWER CONNECTION

DRAWING NO 4

JOB NO 16-133-01

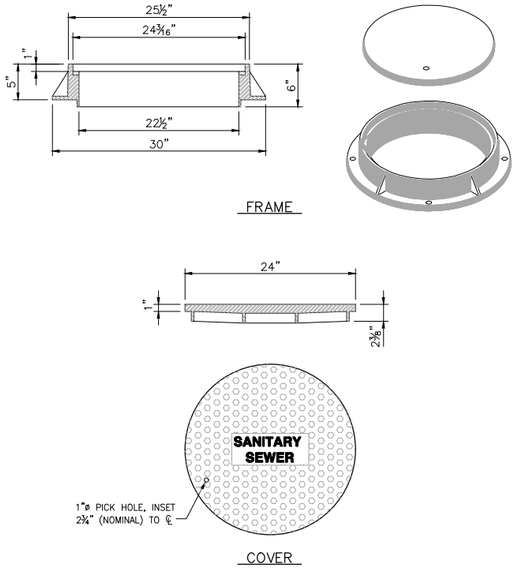
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NOTES:

1. DROP ACROSS INVERT SHALL BE AS SHOWN ON THE DRAWINGS.
2. PRECAST MANHOLES SHALL BE MANUFACTURED IN ACCORDANCE WITH ASTM C-478.
3. BASE SHALL BE REINFORCED WHEN THE DISTANCE FROM INVERT TO TOP OF COVER EXCEEDS 15'. REINFORCEMENT TO BE APPROVED BY ENGINEER.
4. GRAVEL SHALL BE EIGHT INCH MINIMUM THICKNESS, CONFORM TO WPWSS SECTION 02190, PART 2.03, AND BE INSTALLED PER WPWSS SECTION 02231, PART 3.03.

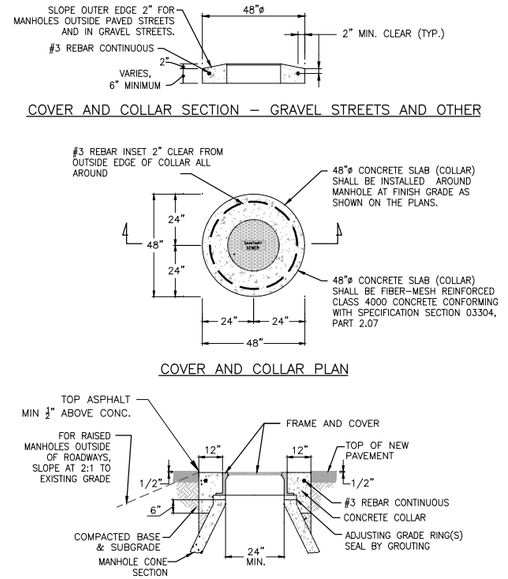
A/5 TYPICAL MANHOLE DETAIL
Scale: NTS



NOTES:

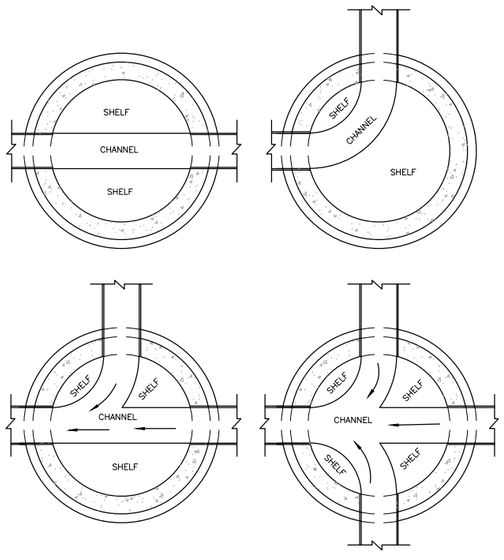
1. FRAME AND COVER SHALL BE MODEL NO. A-1055, AS MANUFACTURED BY D&L SUPPLY OF LINDON, UTAH, MODIFIED AS SHOWN, OR APPROVED SUBSTITUTE.

B/5 SANITARY SEWER FRAME & COVER
Scale: NTS



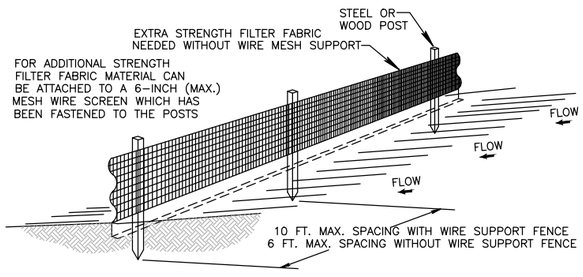
NOTE:
ADJUST MANHOLE UPWARD WITH ADJUSTING RINGS UNDER FRAME. ADJUST MANHOLE DOWNWARD BY REMOVING A PORTION OF THE MANHOLE RISER AND REBUILDING TO PROPER HEIGHT. SLOPE MANHOLE RING AS REQUIRED TO MATCH STREET GRADE AND CROSS SLOPE. MAKE FINAL MANHOLE ADJUSTMENT AFTER PAVING AND BEFORE SEAL COATING.

C/5 MANHOLE COLLAR & ADJUSTMENT DETAIL
Scale: NTS



NOTE: 1. SLOPE ALL SHELVES TO CHANNEL AT 1" PER FOOT.
2. SEE PLAN-PROFILE SHEETS FOR SLOPE OF CHANNEL.

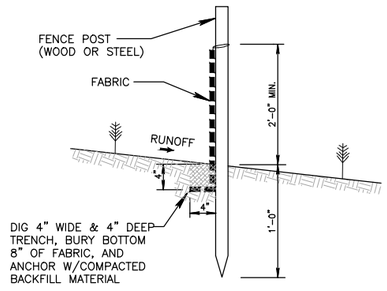
D/5 TYPICAL MANHOLE CHANNEL DETAILS
Scale: NTS



NOTES:

1. THE HEIGHT OF A SILT FENCE SHALL NOT EXCEED 36 INCHES (90 CM).
2. THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS.
3. POSTS SHALL BE SPACED A MAXIMUM OF 10 FEET (3 M) APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND A MINIMUM OF 12 INCHES (30 CM). WHEN EXTRA STRENGTH FABRIC IS USED WITHOUT THE WIRE SUPPORT FENCE, POST SPACING SHALL NOT EXCEED 6 FEET (1.8 M).
4. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4 INCHES (10 CM) WIDE AND 4 INCHES (10 CM) DEEP ALONG THE LINE OF POSTS AND UPSLOPE FROM THE BARRIER.
5. WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH (25 MM) LONG, TIE WIRES, OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES (5 CM) AND SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
6. THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE, AND 8 INCHES (20 CM) OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGIONAL GROUND SURFACE.
7. THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FILTER FABRIC.

E/5 SILT FENCE DETAILS
Scale: NTS



SILT FENCE SECTION
NOT TO SCALE

DATE	REV.
11 AUG 2016	4/22/2020
SURVEYED	NE
ENGINEERED	EDW
DRAWN	EDW
CHECKED	MB
APPROVED	MB

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

DRAWING TITLE: MANHOLE DETAILS

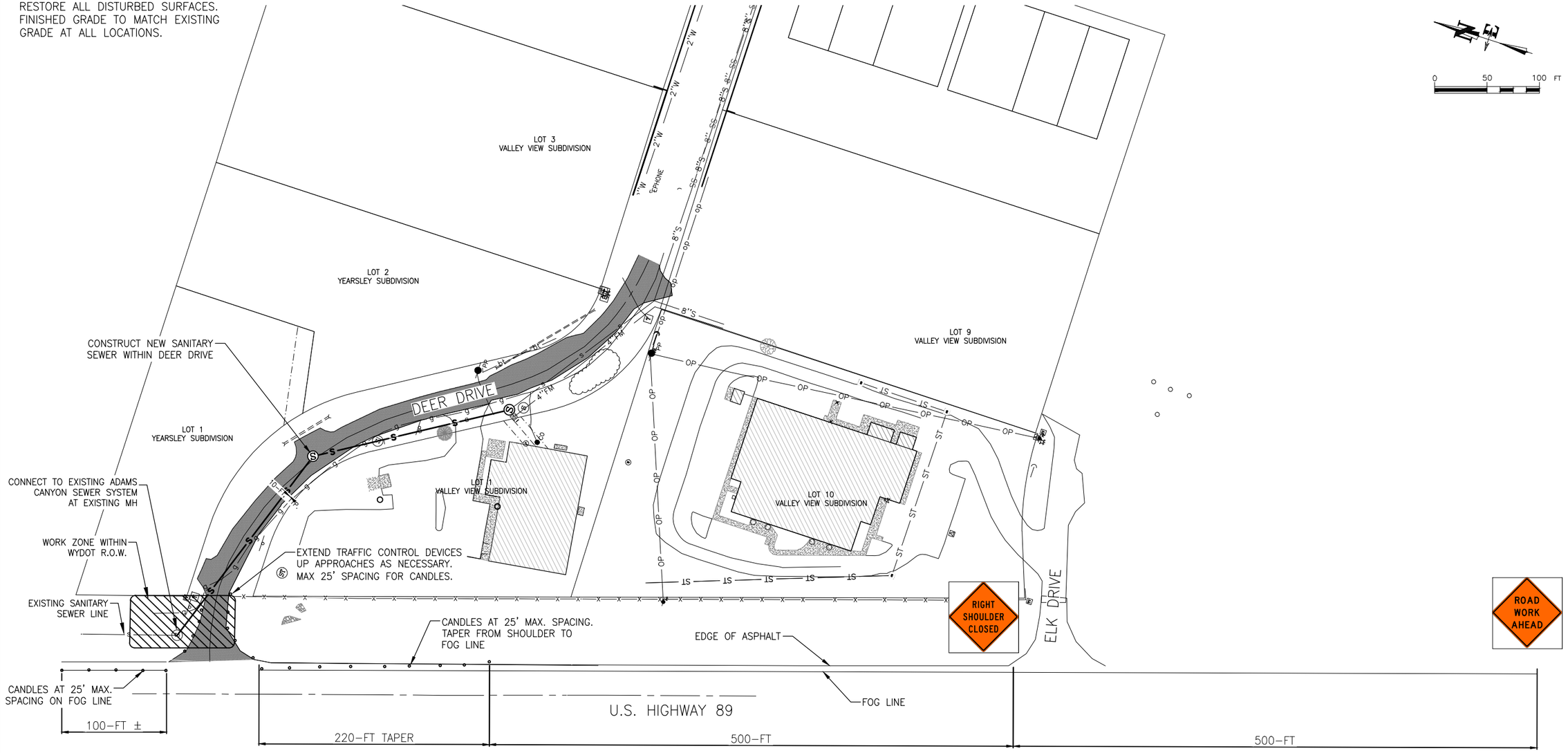
JOB TITLE: VALLEY VIEW SEWER COMPANY
SANITARY SEWER CONNECTION

DRAWING NO: 5

JOB NO: 16-133-01

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RESTORE ALL DISTURBED SURFACES.
FINISHED GRADE TO MATCH EXISTING
GRADE AT ALL LOCATIONS.





INSTALL SIGN
500-FT NORTH
FOR SOUTHBOUND TRAFFIC

A/6 MINIMUM TRAFFIC CONTROL WORKING WITHIN CLEAR ZONE

Scale: 1"=100' (11x17)

NOTES:
1. CLEAR ZONE DEFINED AS WITHIN 30 FEET OF FOG LINE OF HIGHWAY OR APPROACH.
2. ALL TEMPORARY TRAFFIC CONTROL SHALL CONFORM TO WYDOT STANDARDS, INCLUDING WYDOT "TEMPORARY CONTROL FOR ROADWAY WORK OPERATIONS 2011", AND MUTCD.
3. NO EXCAVATION WITHIN WYDOT ROW LEFT OPEN OVERNIGHT.
4. MINIMUM TRAFFIC CONTROL REQUIREMENTS SHOWN. CONTRACTOR SHALL DEVELOP TRAFFIC SAFETY PLAN THAT MEETS OR EXCEEDS THESE REQUIREMENTS.
5. ON DEER DRIVE, MAINTAIN MINIMUM ONE-LANE TRAFFIC OPEN AT ALL TIMES. PROVIDE FLAGGERS ON DEER DRIVE DURING ONE-LANE TRAFFIC. FLAGGERS SHALL GIVE PRIORITY TO TRAFFIC TURNING FROM SOUTH HWY 89.

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11 AUG 2016	4/22/2020
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SURVEYED
ENGINEERED
DRAWN
CHECKED
APPROVED

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

DRAWING TITLE
MINIMUM TRAFFIC CONTROL REQUIREMENTS FOR WORK WITHIN WYDOT R.O.W.

JOB TITLE
VALLEY VIEW SEWER COMPANY
SANITARY SEWER CONNECTION

DRAWING NO **6**

JOB NO **16-133-01**

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Project Plan Review History

PUBLIC WORKS

Project Number P20-082
Project Name Sewer Connect - Valley View
Type OTHER
Subtype
Status STAFF REVIEW

Applied 5/1/2020 STOL
Approved
Closed
Expired
Status

Applicant Nelson Engineering
Owner FOWLER, JAMES N.

Site Address	City	State	Zip
535 W DEER DRIVE @ VALLEY VIEW #501	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
HILLSIDE BUSINESS COMPLEX COND	22401617415008	

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Legal Lea Colasuonno		5/1/2020	5/22/2020		
Planning Tyler Valentine	NO COMMENT	5/1/2020	5/22/2020		
Public Works Brian Lenz	APPROVED W/CONDITI	5/1/2020	5/22/2020	6/7/2020	

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes
(6/7/2020 5:45 PM BTL)
County Sewer Permit Comments – Approved with Conditions

P20-082
ADDRESS: PO Box 12483, Jackson, WY 83002 (535 Deer Drive)
OWNER: Valley View Sewer Company (Jim Fowler)
APPLICANT: Nelson Engineering (Matt Bowers)

5/29/2020
Brian Lenz, 733-3079

DATE OF SUBMITTAL: 5/1/2020
DATE OF MATERIALS: 4/27/2020
REVISION NO.:

The engineering division has reviewed your application for a NEW WASTEWATER CONNECTION AND USE AGREEMENT submitted on and with application materials as dated above.

CONDITIONS OF APPROVAL

1. The change in expanded service area and connection location requires a new Connection and Use Agreement and Town Council Approval.
2. Applicant shall record the new agreement for all properties in the service area with the Teton County Clerk.
3. Provide an exhibit showing the boundary of the Sewer Company's service area and the subdivisions and lots therein, for inclusion in the Wastewater Treatment Facilities Connection and Use Agreement Between The Town Of Jackson and Valley View Sewer Company ("Agreement").
4. Provide a table of all subdivisions and lots therein with estimated maximum and monthly wastewater volumes for each lot.
5. Provide a letter from the Adams Canyon Sewer System approving the connection to its system.
6. Approval of a Town of Jackson / Teton County Sewer (or Adams Canyon Sewer) Permit for the construction of the sewer main.

WASTEWATER TREATMENT FACILITIES CONNECTION AND USE AGREEMENT BETWEEN THE TOWN OF JACKSON AND VALLEY VIEW SEWER COMPANY

This Wastewater Treatment Facilities Connection and Use Agreement ("Wastewater Agreement") is made and entered into, by the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, WY 83001 (the "Utility") and the VALLEY VIEW SEWER COMPANY ("VVSC"), a duly organized improvement and service district of the State of Wyoming pursuant to Wyo. Stat. Ann. § 18–12–101 *et seq*., addressed as P.O. Box 12483, Jackson, WY 83002.

WITNESSETH:

WHEREAS, the Utility is the owner and operator of a wastewater treatment plant and associated facilities, including wastewater collection and interceptor mains ("Utility's Wastewater System"), and by means of these facilities makes wastewater collection and treatment services available to residences and commercial properties within the Town of Jackson and, in some instances, to adjacent or nearby areas of Teton County, Wyoming; and

WHEREAS, the Town and VVSC executed a Wastewater Treatment Facilities Connection and Use Agreement on October 6, 2005 (hereinafter, "2005 VVSC CUA") authorizing the VVSC "to connect to the Town's wastewater treatment facility via the O Bar B Subdivision wastewater collection system and sewer connector…" for the benefit of subscriber owners of lots in the Valley View Subdivision; and

WHEREAS, the VVSC has expanded its service area beyond the Valley View Subdivision and elected to change their point of connection to the Utility's Wastewater System from the O Bar B collection system to the Adams Canyon Sewer System; and,

WHEREAS, the Town and VVSC agree to terminate the 2005 VVSC CUA upon execution of this Agreement; and

WHEREAS, VVSC currently comprises the Yearsley Subdivision, Hillside Business Complex Condo #2, Valley View Subdivision, Canyon Storage Condominiums, Elk Avenue Condominiums, and Valley View Business Park, as shown in Exhibit A, which by this reference is made a part hereof, and comprises the "VVSC Service Area"; and

WHEREAS, each individual lot within the VVSC Service Area already is and will continue to be an individual customer of the Utility ("Customer") and will be individually metered and billed in accordance with its wastewater class; and

WHEREAS, Teton County is the owner and operator of the Adams Canyon Sewer System, which connects the VVSC's wastewater collection system to the Utility's

Wastewater System, and on December 3, 2015 Teton County and the Utility executed the Wastewater Treatment Facilities Connection and Use Agreement Teton County, WY Adams Canyon Sewer Connection Agreement to collect and treat wastewater from Adams Canyon Sewer System service area; and

WHEREAS, on June XX, 2020 Teton County provided the VVSC a letter stating it will serve and provide sewer collection service to the VVSC subject to approval by the Utility; and

WHEREAS, the expansion of the VVSC service area and connection of VVSC to the Adams Canyon Sanitary Sewer requires Utility approval; and

WHEREAS, the Utility's wastewater collection and treatment systems have adequate capacity to serve the current and anticipated future volumes of the VVSC; and

WHEREAS, the VVSC requested permission in writing to the Town Planning Department, under application P20-082, to connect their wastewater collection system to the Utility's Wastewater System through the Adams Canyon Sewer System. The Jackson Town Council voted to approve a connection of the VVSC to the Utility's Wastewater System through the Adams Canyon Sewer System at the regular meeting of the Town Council on June 15, 2020; and

WHEREAS, Town of Jackson Municipal Code §13.08.020, as amended, pertaining to Wastewater Capacity Fees states that, "[a]ll expenses related to any extension from the sewer main to a private lot or within a private lot shall be borne by the property owner(s) or their designated representative"; and

WHEREAS, Town of Jackson Municipal Code §13.08.001, as amended, pertaining to wastewater collection and treatment-management and control states that, "[t]he Town shall have exclusive control and management of the municipal sewer collection and treatment system belonging to the Town, and shall have exclusive management and control of sewer system provided to all users within and without the corporate limits and shall from time to time make such rules and regulations as are necessary for the complete management and control of the wastewater collection and treatment system. The Town shall not be responsible for the maintenance, repair or operation of sewer services or service laterals consisting of cleanouts, traps and associated elements extending from the outside diameter of the Town collection system to the point of use."

NOW THEREFORE, it is hereby agreed that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid by each of the said parties, VVSC, on its own behalf or any successor in interest or assign, and the Utility, do mutually covenant and agree as follows:

1. Permission to Connect to the Utility's Wastewater Collection System.
   The Utility hereby confirms, approves and authorizes VVSC to connect its existing sewer collection system (the "VVSC Collection System") to the Utility's Wastewater System through the Adams Canyon Sewer System (the "New VVSC Connection").

   Under this Agreement VVSC has the right to connect the existing Customers depicted on Exhibit A, to the Utility's Wastewater System through the Adams Canyon Sewer System. VVSC has no right and may not connect additional wastewater Customers outside the VVSC Service Area and VVSC has not right to add additional connection(s) for itself to the Adams Canyon Sewer System, nor increase the existing wastewater connection service size of itself or any individual Customer without approval of the Utility.

   No wastewater may be discharged to the Utility's Wastewater System until proper metering has been installed, inspections have been completed, and Customer billing accounts have been created. It is acknowledged and recognized by the Parties that there are existing Customers that have met these requirements and that, should new Customers connect, each requirement must be met prior to that new Customer discharging to the Utility's Wastewater System.

   This permission to connect to the Utility's Wastewater Collection System is contingent on the VVSC's and each individual Customer's compliance with the Jackson Municipal Code and Wyoming State Statutes.

2. Agreement to Treat Wastewater.
   The Utility hereby agrees to receive and properly treat wastewater from VVSC, subject to the terms and conditions set forth herein, any ordinances of the Town of Jackson, and the Wyoming State Statutes.

   It is agreed by the Parties that current estimated peak wastewater volumes from VVSC are shown by Customer in Table 1 below and that these are the maximum approved daily and monthly volumes to be treated.

Subdivision	Lot #	Peak Flow (gallons per day)	Peak Monthly Volume (gallons)
Yearsley Subdivision	1	2982	77047
Yearsley Subdivision	2	3893	100563
Valley View Subdivision	1	3919	101229
Valley View Subdivision	3	6054	156402
Valley View Subdivision	4	6081	157091
Valley View Subdivision	6	5010	129431

Valley View Subdivision	8	5959	153941
Valley View Subdivision	9	5960	153957
Valley View Subdivision	10	6868	177432
Valley View Subdivision	11	5925	153056
Valley View Subdivision	15	2810	72581
Valley View Subdivision	16	2806	72499
Valley View Subdivision	17	3629	93741
Valley View Subdivision	18	1988	51368
Valley View Subdivision	19	1988	51351
Valley View Business Park	1	1877	48497
Valley View Business Park	2	1762	45518
Valley View Business Park	3	1755	45342
Valley View Business Park	4	1764	45559
Valley View Business Park	5	1651	42653
Valley View Business Park	6	1769	45697
Valley View Business Park	7	1768	45680
Valley View Business Park	8	1888	48774
Valley View Business Park	9	1892	48873
Hillside Business Complex Condominiums	Phase 1	4348	112335
Hillside Business Complex Condominiums	Phase 2	4942	127675

TABLE 1: Approved peak wastewater volumes. Peak Daily Flow is determined from estimated maximum monthly August flow multiplied by a peak factor of 1.2 divided by 31 days in August.

3. Responsibilities of VVSC: Payment of Cost of Construction, Operation, and Maintenance of the VVSC Wastewater Collection System.

VVSC shall be solely responsible for recording this Agreement in the office of the Teton County Clerk for each lot within the VVSC Service Area and paying all associated costs.

VVSC shall be solely responsible for paying all costs associated with the design, construction, use, operation and maintenance of the VVSC Wastewater Collection System, including all costs of connecting its System to the County's Adams Canyon Sewer System and the Utility's Wastewater System and all costs for installation of an approved meter (if required).

VVSC must install a valve on the water service line to each lot for shutoff by the Utility or VVSC in in the event of delinquency, in accordance with standard service policies of the Utility and the Town of Jackson Municipal Code.

VVSC is responsible for obtaining any and all permits necessary to complete the work.

This Wastewater Agreement does not relieve the VVSC from any duty to obtain any other permit or authorization that may be required by any provision of federal, state or local codes and ordinances; nor does it permit violation of any section of federal, state or local codes and ordinances.

4. Wastewater Rates, Charges and Fees Acknowledgement.
The VVSC's, and each Customer therein, wastewater rates, charges and fees for this Wastewater Agreement shall be in accordance with the standard service policies and rates established by the Utility via ordinance and in accordance with state statute. It is acknowledged and agreed by the Parties that wastewater rates, charges and fees are subject to change, and changes thereto are applicable to VVSC and the Customers therein, despite that it is situated outside the Town's corporate limits. It is also acknowledged and agreed by VVSC and each Customer therein, that, given the location outside of the corporate limits of the Town, VVSC and each Customer therein may have different rates, charges and fees than Utility customers within the Town's corporate limits.

Wastewater Capacity Fee. Each VVSC Customer agrees to pay a non-refundable Wastewater Capacity Fee that runs with the land prior to connecting to the Utility's Wastewater System through the Adams Canyon Sewer System in accordance with the Jackson Municipal Code, as amended. The Wastewater Capacity Fee for each new Customer will be the fee set in the Jackson Municipal Code at the time of connection.

Each VVSC Customer that has paid a capacity fee for their existing connection and use will not be charged an additional capacity fee for current usage. Changes in use, building permits, or other building or land use changes may trigger capacity increases for any Customer and may require additional capacity fees, in accordance with the Jackson Municipal Code at the time of the change.

Notwithstanding the forgoing, the Utility reserves the right to charge VVSC and each Customer therein an additional capacity fee for wastewater volumes greater than the maximum monthly volume set forth in Table 1 herein, in accordance with Jackson Municipal Code as it may be amended.

Connection Fee. When the Utility provides labor and materials for a connection, VVSC or each Customer, agrees to pay a Wastewater Connection Fee to connect to Utility's Wastewater System equivalent to the Utility's materials and labor costs to perform the connection work.

It is acknowledged and agreed by the Parties that if VVSC is approved for additional development in the future and that development creates additional Customers and/or that development requires up-sizing of existing capacity, then new, additional Wastewater Capacity and Connection Fees will be assessed and the fees shall be those in effect in the Jackson Municipal Code at the time of the new connection and/or capacity addition.

Recurring Wastewater Rates. Each VVSC Customer, and VVSC if charges are applicable to VVSC in the future, agree to make regular and normal payment for the collection and treatment of wastewater and to pay wastewater rates consistent with the adopted fee schedules of the Town of Jackson in the Jackson Municipal Code, as amended.

Base Charge. Each VVSC Customer, and VVSC if charges are applicable to VVSC in the future, agrees to pay a monthly fixed base charge based on a water meter size, in accordance with the Town of Jackson Municipal Code, as amended.

Volume Rate. Each VVSC Customer, and VVSC if charges are applicable to VVSC in the future, agrees to pay for its wastewater volume based on its individually metered water usage per one thousand (1000) gallons in accordance with its wastewater class, as determined in the sole discretion of the Utility, pursuant to the Jackson Municipal Code, as amended.

Notwithstanding the forgoing, the Utility reserves the right to charge each VVSC Customer variable volume rates for wastewater volumes greater than the maximum monthly and/or daily volume set forth in Table 1 herein, in accordance with Jackson Municipal Code as it may be amended
Each water meter must be purchased from the Utility, or such other meter as the Utility shall approve, in accordance with the Town of Jackson Municipal Code, as amended.

Billing and Failure to Pay.

(a) The Utility will regularly mail or deliver bills for sewer service charges to each VVSC Customer pursuant to the Town of Jackson Municipal Code, as amended.
(b) If any service charge is not paid within thirty (30) days after it is due, the amount thereof, together with a penalty of ten percent (10%), and reasonable attorney's fee, may be recovered in a civil action by the Utility.
(c) Utility's billing may include surcharges for extraordinary strength wastes in accordance with the current or future Town of Jackson ordinances, resolutions, and regulations for such wastewater rates.

(d) Billing for each VVSC Customer will commence at such time as each VVSCs Sewer Service, including water meter, is installed.

5. VVSC Wastewater Collection System Ownership.
Beginning at the point of connection to the Adams Canyon Sewer System, the VVSC Wastewater Collection System shall be solely owned, operated, maintained, repaired, and replaced by VVSC, who shall be responsible for all related expenses.

6. Permitting, Design, and Construction.
VVSC Wastewater System. VVSC shall apply for a Town of Jackson Sewer and Water Connection Permit or an Adams Canyon Sewer Connection Permit for the New VVSC Connection and any future expansions of the VVSC Service Area, and may not be connected to the Utility's System until Utility review and approval. At minimum the application shall include, but not be limited to: Engineer-stamped reports, estimated wastewater volumes, wastewater system plans, specifications and calculations related to the wastewater system design.

VVSC shall employ a Wyoming-licensed professional engineer for the design and permitting of the New VVSC Connection and any future expansions the VVSC Service Area or the VVSC Collection System. The construction and quality control testing shall be monitored by a Wyoming-licensed professional engineer responsible for verifying that construction conforms to the project plans and specifications. Inspection reports and test results shall be submitted to the Utility upon completion of construction.

VVSC shall follow the Utility standards that apply to applicable construction. The Utility shall be contacted and given an opportunity, with a minimum of forty-eight hours' notice, to complete an inspection of the new system installation prior to connection. The Utility shall be contacted and given an opportunity to complete an inspection of the new system installation prior to approving any VVSC Customer connections. The Utility shall have the opportunity to witness any testing.

Record drawings shall be submitted electronically in Portable Document Format (PDF) with corresponding AutoCAD and GIS shape files compatible with Town Standards. VVSC shall provide PDFs of the existing VVSC infrastructure.

VVSC is solely responsible for construction of the VVSC Collection System.

VVSC may be required to post a bond that will be returned upon proof of inspection, acceptable installation, and the provision of all record documents.

VVSC Customers. Prior to construction each VVSC Customer shall apply for a Town of Jackson Sewer and Water Connection Permit and may not be connected to the

Utility's System until Utility review and approval. At minimum the application shall include, but not be limited to: Building floor plans, estimated wastewater volumes, sewer service plans, specifications and calculations related to the sewer service design.

Each VVSC Customer shall follow the Utility's standards that pertain to the applicable construction.

Each VVSC Customer may be required to post a bond that will be returned upon proof of inspection and acceptable installation.

7. Maintenance and Repairs.

VVSC must maintain its Wastewater Collection System consistent with the Utility's maintenance program and shall, upon written notification from the Utility, repair system infrastructure that is deemed substandard, or in non-compliance with current and future Utility standards and/or the Wyoming Department of Environmental Quality.

In the event of any damage, infiltration, or intrusion to VVSC's Wastewater Collection System, VVSC shall notify the Utility within five (5) days of learning of such event and advise the Utility of measures to remedy the problems. VVSC shall complete all repairs or notify the Utility in writing of when the repairs will be completed within thirty (30) days of the original notification.

Upon written request from the Utility, VVSC must conduct an infiltration and intrusion (I&I) study(ies) at its sole cost, which requests shall be made reasonably.

Written notification that repairs have been completed is required from VVSC to the Utility within thirty-five (35) days of the original notification, or in ten (10) days after completion if the repairs take longer than thirty (30) days.

8. Inspections and Notifications.

The Utility shall have access to VVSC's Wastewater Collection System for the purpose of inspecting and testing of the facility, and for the purpose of monitoring the wastewater flow and strength.

VVSC shall notify the Utility prior to any modifications to the VVSC Wastewater Collection System.

Utility shall have not less than forty-eight (48) hours' notice to inspect all new connections or modifications to VVSC's Wastewater Collection System. The Utility's inspections shall be conducted solely to verify the size, capacity, and workmanship

of the connection, and the Utility, by such inspection, shall not be responsible for any aspect of the new or modified line, without limitation.

9. Septic, Hazardous and Unapproved Materials Prohibited.
Septic waste, hazardous materials, or other unapproved substances shall not be introduced into the Utility's facilities without prior written approval from the Town Engineer.

10. Voluntary Termination.
VVSC has the right to terminate this Wastewater Agreement at any time upon two (2) years written notice to Utility of its intent to terminate followed within thirty (30) days after the expiration of such notice period by disconnection VVSC Wastewater Collection System to the Utility's Wastewater System. VVSC shall be responsible for any and all costs associated with termination and disconnection from Utility's Wastewater System. In the event that the VVSC disconnects prior to the expiration of the notice period, VVSC Customers will still be charged the Base Charge and shall pay the Base Charge until the expiration of the notice period.

11. Liability / Indemnification.
Utility shall not have any responsibility or liability for construction, maintenance, or repair of any portion of VVSC's Wastewater Collection System.

VVSC agrees to indemnify and hold harmless the Utility from and against any and all cost, liability, expense, and cause of action resulting from VVSC's operations or failure to maintain or repair any portion of its Wastewater Collection System, which indemnification shall include indemnification for any and all costs of defense, including reasonable attorney's fees, for any action or proceedings in which the Utility becomes a party as a result of actions brought against it by any person arising from the provision or failure to adequately provide utility services by VVSC.

VVSC agrees to indemnify the Utility for any violation by VVSC of any regulatory agency's rules and regulations, and for the imposition of fines and/or legal costs associated with such violation; for related to pretreatment requirements; for costs related to damages resulting from any improper discharge into the Utility's wastewater collection system by VVSC or any of VVSC's users; and/or other activity of VVSC in violation of any rule or law.

In the event that performance of this Agreement is prevented, or interrupted, or wastewater service is discontinued to VVSC for any reason beyond control of the Utility, VVSC agrees that there shall be no responsibility, liability on the part of the Utility for failure to perform or provide such service.

12. Enforcement.

This Wastewater Agreement may be enforced by either party by an action at law or in equity, specifically including extraordinary remedies of specific performance and injunctive relief. In the event a party shall be required to bring an action to enforce its rights pursuant to this Agreement, the prevailing party in such controversy shall be entitled to recover, in addition to any and all other relief, all costs, including a reasonable sum for attorney's fees incurred.

13. Integration and Amendment.

The Parties intend this statement of their agreement, including the Recitals herein, to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature. No amendment of such agreement shall be effective unless in writing and signed by both parties.

14. Notice.

Any notice required or authorized to be given hereunder shall be deemed to have been given when either personally delivered or when delivered by facsimile or three (3) business days after deposit in the United States mail, certified mail, postage pre-paid, and addressed as follows:

Utility:	Town of Jackson Attn: Town Manager P.O. Box 1687 Jackson, Wyoming 83001
VVSC:	Valley View Sewer Company P.O. Box 12483 Jackson, Wyoming 83002

15. Waiver.

A waiver by the either party regarding the breach of any of the provisions of this Wastewater Agreement shall not bar the right of the other party to enforce the terms of this Wastewater Agreement.

16. Binding.

This Wastewater Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless voluntarily terminated upon written agreement by the parties, or their heirs, legal representatives, successors, and permitted assigns.

17. Severability.

If a Court finds any provision of this Wastewater Agreement to be invalid or unenforceable, such finding shall not render the entire agreement void or unenforceable. If feasible, the offending provision shall be deemed modified within the limits of enforceability or validity. If the offending provision cannot be modified, it shall be stricken and all other provisions of this Wastewater Agreement in all other respects shall remain valid and enforceable.

18. Additional Documents and Acts.
Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Wastewater Agreement and the transactions contemplated hereby.

19. Counterpart Signatures.
This Wastewater Agreement may be executed in one or more counterparts and shall become a binding agreement when one counterpart has been signed by each of the parties. Facsimile signatures shall be binding herein.

20. Conflict of Laws, Jurisdiction, Construction.
This Wastewater Agreement shall be constructed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The Parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Wastewater Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Wastewater Agreement was negotiated by both parties hereto and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.

21. Conflict between Agreement and Municipal Code.
In the event that there exists a conflict between any term, condition or provision contained within this Agreement, and any term, condition or provision of the Jackson Municipal Code, the term, condition or provision contained within the Jackson Municipal Code shall control.

22. Governmental Immunity.
The Town of Jackson does not waive its governmental or sovereign immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Wastewater Agreement.

[Signatures follow on next page]

This Wastewater Agreement will be effective on _____ (which is the Effective Date of the Contract).

Valley View Sewer Company,

By: _____
Name: Jim Fowler
Title: Manager/President

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Jim Fowler, as the Manager/President of VVSC, who is personally known to me or has established his identity and authority to me by reasonable proof, this ____ day of _____, 2020.

Witness my hand and official seal.

My commission Expires:

_____
Notary Public

TOWN OF JACKSON,

A municipal corporation
of the State of Wyoming

_____
BY: Pete Muldoon, Mayor

_____
ATTEST: Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Pete Muldoon, as the Mayor of the Town of Jackson, and Sandra P. Birdyshaw, as the Town Clerk for the Town of Jackson, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this_____day of _____, 2020.

Witness my hand and official seal.

My commission Expires:

_____
Notary Public

LOT 1
YEARSLEY SUBDIVISION
655 W. DEER DRIVE

LOT 2
YEARSLEY SUBDIVISION
645 W. DEER DRIVE

LOT 3
VALLEY VIEW SUBDIVISION
625 W. DEER DRIVE

LOT 4
VALLEY VIEW SUBDIVISION
605 W. DEER DRIVE

HILLSIDE BUSINESS
COMPLEX
CONDOMINIUMS
PHASE 1
LOT 5
VALLEY VIEW
SUBDIVISION
555 W. DEER DRIVE

HILLSIDE BUSINESS
COMPLEX
CONDOMINIUMS
PHASE 2
LOT 5 VALLEY VIEW
SUBDIVISION
535 W. DEER DRIVE

LOT 1
VALLEY VIEW SUBDIVISION
670 W. DEER DRIVE

DEER DRIVE

HIGHWAY 26, 89, 191

LOT 6
VALLEY VIEW SUBDIVISION
550 W. DEER DRIVE

LOT 10
VALLEY VIEW
SUBDIVISION
665 W. ELK AVENUE

LOT 9
VALLEY VIEW
SUBDIVISION
635 W. DEER DRIVE

CANYON STORAGE
CONDOMINIUMS
LOT 8
VALLEY VIEW
SUBDIVISION
615 W. ELK AVENUE

LOT 15
VALLEY VIEW
SUBDIVISION
2ND FILING
555 W. ELK AVENUE

ELK AVENUE
CONDOMINIUMS
LOT 16
VALLEY VIEW
SUBDIVISION
2ND FILING
525 W. ELK AVENUE

ELK AVENUE

TRADE PARK
CONDOMINIUMS
LOT 11
VALLEY VIEW
SUBDIVISION
650 W. ELK AVENUE

LOT 19
VALLEY VIEW SUBDIVISION
3RD FILING
3940 S. EAGLE VIEW DRIVE

LOT 18
VALLEY VIEW SUBDIVISION
3RD FILING
3950 S. EAGLE VIEW DRIVE

EAGLE VIEW DRIVE

LOT 17
VALLEY VIEW SUBDIVISION
3RD FILING
3970 S. EAGLE VIEW DRIVE

LOT 1
VALLEY VIEW
BUSINESS PARK
3945 S. ANTELOPE LANE

LOT 2
VALLEY VIEW
BUSINESS PARK
3955 ANTELOPE LANE
CONDOMINIUMS
3955 S. ANTELOPE LANE

ANTELOPE LANE

LOT 9
VALLEY VIEW
BUSINESS PARK
530 W. ELK AVENUE

LOT 8
VALLEY VIEW
BUSINESS PARK
3950 S. ANTELOPE LANE

LOT 3
VALLEY VIEW
BUSINESS PARK
3965 S.
ANTELOPE LANE

LOT 7
VALLEY VIEW
BUSINESS PARK
3960 S. ANTELOPE LANE

LOT 4
VALLEY VIEW
BUSINESS PARK
3975 S.
ANTELOPE LANE

LOT 5
VALLEY VIEW
BUSINESS PARK
3980 S.
ANTELOPE LANE

LOT 6
VALLEY VIEW
BUSINESS PARK
3970 S.
ANTELOPE LANE

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0 60 120

S:\Proj2019\281-01 (Valley View Subdivision - Jim Fowler - Water System Improvements - Civil\4 Drawings\Civil\SERVICE AREA EXHIBIT.dwg <SEWER SERVICE AREA> - Jun 26, 2020 0305:19 pm PLOTTED BY: kowers DWG FORMAT: 230

DRAWING NO: EXHIBIT A JOB NO: 19-281-01	JOB TITLE: VALLEY VIEW SEWER COMPANY TETON COUNTY, WYOMING	DRAWING TITLE: VALLEY VIEW SEWER COMPANY SERVICE AREA	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE: 06-22-2020 SURVEYED: – ENGINEERED: – DRAWN: BJG CHECKED: MB APPROVED:	REV.

TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Town Clerk **PRESENTER**: Sandy Birdyshaw

MEETING DATE: July 6, 2020

SUBJECT: **Public Hearing for a new Restaurant Liquor License: Coe LLC**

STATEMENT/PURPOSE

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

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

BACKGROUND/ALTERNATIVES

Coe LLC *dba* Coelette restaurant submitted an application for a new restaurant liquor license to be located at 85 South King Street (previously occupied by Sweetwater) with plans to open mid July 2020.

This application has been distributed to the Wyoming Liquor Division, Police Department, Town Attorney, Building and Planning Department, Fire/EMS, and the Town Clerk's office for review, with no concerns brought forward.

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

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

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

COMPREHENSIVE PLAN ALIGNMENT

This application was processed according to Title 12 of the state statutes, and as related to the Comprehensive Plan Policy 8.1.a. the delivery of quality levels of service to the community and the decisions related to temporary liquor permits also have a direct correlation to the health, safety, and welfare of the community as discussed in Section 8.

STAKEHOLDER ANALYSIS

Stakeholders include the Town Council as the local licensing authority who regulate alcohol and malt beverages, owners and employees of Coe LLC who will operate under the restaurant liquor license, patrons of

the restaurant who may wish to consume alcoholic beverages, patrons of the restaurant who do not wish to consume alcoholic beverages, Town departments involved with compliance, visitors and members of the public.

FISCAL IMPACT

Upon approval, the prorated annual license fee of $1,125 will be deposited into the Town's general fund. The restaurant's alcohol sales will also generate an undetermined amount of sales tax revenue. The annual renewal for this liquor license is $1,500.

STAFF IMPACT

Staff impact includes review and working closely with the applicant to complete the application package, working with the Wyoming Liquor Division, communicating and working with departments during review, providing a complete staff report, presenting to Council, and if approved, printing and issuing the license. If approved, this license would be included in the Police Department's compliance visit rounds.

LEGAL REVIEW

Ongoing as needed.

ATTACHMENTS

Restaurant liquor license application

RECOMMENDATION

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

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

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

SUGGESTED MOTION

Staff does not recommend approval or denial on liquor applications; suggested motions are generally stated in the affirmative:

Having considered the Wyo. Stat. §12-4-104(b) statutory factors for this application, I move to approve the issuance of a restaurant liquor license to Coe LLC *dba* Coelette for the license year ending March 31, 2021, subject to the conditions listed in the staff report and further direct the Town Clerk to issue the license upon confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv).

WLD-31 (4/17)

NEW or TRANSFER LIQUOR LICENSE or PERMIT APPLICATION

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

To be completed by Town Clerk

License Fees # mths 9
Annual Fee: $_____
Prorated Fee: $ 1125.00
Transfer Fee: $_____
Publishing Fee: $ 100.00

Local License # _____
Date filed with clerk: 3/2/2020 - 6.3.2020 SPB
Advertising Dates: (2 Weeks) 6/10 & 6/19
Hearing Date: 7/4/6/2020

License Term: 4/7 (Month) / 6 (Day) / 2020 (Year) through 3 (Month) / 31 (Day) / 2021 (Year)

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

Applicant: Coe, LLC

Trade/Business Name (dba): ~~Coe Cabin~~ Coelette

Building to be licensed/Building Address: 855 S. King Street (Number & Street)
Jackson (City) WY (State) 83001 (Zip) USA (County)

Mailing Address: PO Box 4271 (Number & Street Name or P.O. Box) Jackson (City) WY (State) 83001 (Zip)

Business Telephone Number: (307) 734-1700 Fax Number: ( ) N/A

E-Mail Address: info@persephonebakery.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
Lot 9 of Block 1 of the Cache Creek Addition on July 18, 1905 Plat No 102

Zoned: UC Urban Commercial

FILING FOR
- [x] NEW LICENSE
- [ ] TRANSFER OF LOCATION

FILING IN (CHOOSE ONLY ONE)
- [x] CITY OF: JACKSON
- [ ] COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)
- [ ] INDIVIDUAL
- [ ] PARTNERSHIP
- [ ] LP/LLP
- [x] LLC
- [ ] CORPORATION
- [ ] LTD PARTNERSHIP
- [ ] ORGANIZATION
- [ ] OTHER _____

- [ ] TRANSFER OWNERSHIP
- [ ] ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE:
- [ ] ON-PREMISE ONLY (BAR)
- [ ] OFF-PREMISE ONLY (PACKAGE STORE)
- [ ] COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- [x] RESTAURANT LIQUOR LICENSE
- [ ] RESORT LIQUOR LICENSE
- [ ] BAR AND GRILL

LIMITED RETAIL (CLUB):
- [ ] VETERANS CLUB
- [ ] FRATERNAL CLUB
- [ ] GOLF CLUB
- [ ] SOCIAL CLUB

- [ ] MICROBREWERY
- [ ] WINERY
- [ ] DISTILLERY SATELLITE
- [ ] WINERY SATELLITE
- [ ] COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS:
- [ ] CONVENTION FACILITY
- [ ] CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
- [ ] GOLF CLUB
- [ ] GUEST RANCH
- [ ] RESORT

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**
- [x] FULL TIME (e.g. Jan through Dec)
- [ ] SEASONAL / PART-TIME
- [ ] NON-OPERATIONAL / PARKED

If not full time, specify:
Months of Operation: from _____ to _____
Days of Week (e.g. Mon through Saturday): from 11:30am to 10pm
Hours of Operation (e.g. 10am to 2am): from 7 days to _____

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)
   (1) **OWN** the licensed building? - [ ] YES (own)
   (2) **LEASE** the licensed building? (Lease must be through the term of the liquor license) - [x] YES (lease)
   If Yes, please submit a copy of the lease and indicate:
   (A) Lease expiration date 2/1/2030 located on page 1 paragraph 1.4 of lease.
   (B) Where the **Sales** provision for alcoholic or malt beverages is located, on page 2 paragraph 1.10 of lease.
   (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) ☐ YES ☑ NO

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

   (a) Hold any interest in the license applied for? ☐ YES ☑ NO

   (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☑ NO

   (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☐ NO

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

   _____

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103 (b) ☐ YES ☑ NO

   If "YES", explain: _____

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

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip *DO NOT LIST PO BOX*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Kevin Cohane	[redacted]			1	34%	YES ☐ NO ☑	YES ☐ NO ☑
Allison Cohane				1	34%	YES ☐ NO ☑	YES ☐ NO ☑
CNote Management LLC					25%	YES ☐ NO ☐	YES ☐ NO ☐
Ted Staryk				1	12.5%	YES ☐ NO ☑	YES ☐ NO ☑
Noa Staryk				1	12.5%	YES ☐ NO ☑	YES ☐ NO ☑
						YES ☐ NO ☐	YES ☐ NO ☐
No others hold 10% or more						YES ☐ NO ☐	YES ☐ NO ☐

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

7. BAR AND GRILL LICENSE:

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

8. RESTAURANT LICENSE:

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)
(e.g. 10 x 12 room in SE corner of building):
6' x 3½' Room in SW corner of building (drawing attached)

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

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

9. RESORT LICENSE:

Does the resort complex:

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

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

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

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

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

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

10. MICROBREWERY LICENSE:

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

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

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

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

11. WINERY LICENSE:

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

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

12. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

13. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

14. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

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

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

15. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b):

(a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO

(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO

(e) Has the club received twenty-five dollars ($25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO

(g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

REQUIRED ATTACHMENTS:

COMING ☑ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).

☑ Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).

☑ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii) / W.S. 12-4-403(b) / W.S. 12-4-301(e).

☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
) SS.
COUNTY OF Teton)

Signed and sworn to before me on this 28 day of Feb, 20 20 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	Kevin Cohane	owner
2)			
3)			
4)			
5)			
6)			

Witness my hand and official seal: [signature]
Signature of Notary Public

GERRIT IZZO (SEAL)
State of Wyoming-Notary Public
County of Lincoln
My Commission Expires
January 31, 2023

My commission expires: Jan 31, 2023

First Interstate Bank

Member FDIC. Equal Housing Lender.

06/01/2020

Kevin Cohane
Alison Cohane
PO Box 4271
Jackson, Wy 83001

Dear Kevin and Alison:

It is my understanding that you are in need of a letter of Good Standing for your business account for COE LLC.

To whom it may concern:

1. The Checking account for COE LLC was opened on May 20th, 2020.
2. Account number [redacted] for COE LLC is open and in good standing as of the date on this letter.
3. There is no history of overdrafts within established bank accounts maintained with First Interstate Bank.

I am hopeful that the information provided in this letter will be supportive of your needs, but should you have additional needs please contact me at (307) 732-7931. Thank you.

Regards,

Eric Ryan

Eric Ryan
Financial Services Representative III
307.732.7931
eric.ryan@fib.com

Plan of Operation

Liquor License Application
Internal Use:
Type: Restaurant

Applicant: Coe LLC

DBA: Coelette

Describe how the premises will be operated, what is the nature of the business?

The coe cabin will operate as a lunch and dinner restaurant serving contemporary fare

What type of alcoholic beverages will be available to customers?

Beer, Wine, and Liquor

Describe the process for ordering and serving alcohol:

Beverages will be ordered from a server, then prepared by a bartender in the dispensing room and the delivered to the customer by the server

What are the planned hours of operation?

a) For the business: 11:30am to 10pm

b) For Alcohol service: 11:30am to 10pm

What is the official building capacity? 76

How do you plan to comply with capacity limits? There are less seats than capacity so when seats are full we will limit the number of people allowed to stand.

Do you plan to serve alcohol outside on a deck or patio? Yes

Include a sketch or site plan showing the outside area.

If so, describe the outside area, including egress: marked on diagram

Describe the service of alcohol to the outside area: same as inside. orders taken by server, prepared in dispensing room and delivered by server.

What is your plan to keep customers from leaving with open alcohol containers?

staff will monitor this a points of egress.

How do you plan to maintain peace and order in and around your business?

Limiting the number of people and training staff on proper serving

Provide the names of up to three (3) people who should receive communication from the Town and Police Department related to liquor operations:

	Name	Position/Title	Email
1)	Kevin Cohane	owner	kevin@persephonebakery.com
2)	Allison Cohane	owner	ali@persephonebakery.com
3)	Ben Westenburg	chef/owner	ben@persephonebakery.com

Prepared by: [signature] Date: 2/28/20

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RESTAURANT LEASE

by and between

Old Growth, LLC,
a Wyoming limited liability company

Landlord

and

Persephone Bakery, LLC,
a Wyoming limited liability company

Tenant

Dated Effective: October 17, 2018

DocuSign Envelope ID: 8570F8B6-9967-4805-902F-1D785EB67D16

RESTAURANT LEASE

THIS RESTAURANT LEASE (this "Lease") is made effective the 17th day of October, 2018 (the "Effective Date"), by and between Old Growth, LLC, a Wyoming limited liability company ("Landlord"), and Persephone Bakery, LLC, a Wyoming limited liability company ("Tenant").

For the mutual considerations, on the terms and subject to the conditions set forth herein, Landlord and Tenant hereby agree as follows:

1. SUMMARY OF BASIC TERMS. The following summary provisions shall be interpreted and applied in accordance with, and shall be subject and subordinate to, the more detailed terms and provisions set forth elsewhere in this Lease:

1.1. The Premises: Landlord is the owner of that certain real property and improvements located at 81 S. King Street, Jackson, Wyoming which is legally described as Lot 9 of Block 1 of the Cache Creek Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded in the Office of the Teton County Clerk on July 18, 1905 as Plat No. 102 (collectively, this property is referred to herein as, the "Old Growth Property"). The Old Growth Property consists of three (3) adjacent buildings, totaling approximately 4,473 square feet of interior first floor rental space. The Premises are that portion of the Old Growth Property consisting of approximately 4,013 square feet (including improvements to be provided by Landlord as described herein), and including the building and immediately adjacent yard and sidewalk area on the south end of the Old Growth Property at the corner of Pearl Street and King Street, all as more particularly described on **Exhibit A** attached hereto and incorporated herein. The square footage for the improvements comprising the Premises shall generally consist of the following:

SEE Exh A

Indoor: 2,728
Outdoor deck: 990
Basement: 295
Total: 4,013

The square footage of the improvements described above for the Premises is approximate and there shall be no adjustment in the Base Rent based on actual square footage unless there is a variance in the actual square footage greater than 5% of the total square footage listed above.

1.2. Names of Guarantors: Alison and Kevin Cohane

1.3. Security Deposit: One month's base rent - $12,048.67.

FEB 1, 2020 + 10 YRS = FEB 1, 2030

1.4. Initial Term: Ten (10) years, beginning on the Commencement Date and ending on the Expiration Date.

1.5. Commencement Date for Initial Term: ninety (90) days after both of the following have occurred: (a) Tenant's Plans have been approved by Landlord and Tenant has received all necessary permits for the construction of the tenant improvements, and (b) Landlord has delivered the property by the Delivery Date, all as set forth in Section 15.2 below. The Commencement Date shall be confirmed in writing from Landlord to Tenant. If Landlord's Delivery Date (as defined below in Section 15.2) has not occurred by June 1, 2020, Tenant shall have the right to terminate this Lease by providing written notice of its termination by June 10, 2020, and upon such termination neither party shall have any further right or obligation hereunder except as follows: in the event of a termination by Tenant based on Landlord's failure to meet the Landlord's Delivery Date as provided herein, Landlord agrees to reimburse Tenant an amount equal to fifty percent (50%) of its architect and design fees incurred prior to such termination date. Such Tenant costs shall be reasonably supported by invoices provided to Landlord.

1.6 Expiration Date of Initial Term: 10 years from Commencement Date.

1.7. Renewal Terms: 2 consecutive renewal options of Five (5) years each, exercisable no sooner than six (6) months prior to the end of the then existing term and in no event less than three (3) months prior to the end of the then existing term.

1.8. Base Rent:

Period	$/Indoor Square Footage	Annual Base Rent	Monthly Payment
First Year of Initial Term	[redacted]	[redacted]	$[redacted]
CPI Adjustment		Annual Base Rent as described above shall increase annually by CPI as described at Section 5.2	Monthly Payments as described above shall increase by CPI as described at Section 5.2
Renewal Terms		Annual Base Rent, after base rent for initial renewal term has been established as described at Section 2.2, shall increase annually by CPI as described at Section 5.2	Monthly Payments, after base rent for initial renewal term has been established as described at Section 2.2, shall increase by CPI as described at Section 5.2

1.9. Tenant's Proportionate Share of Operating Costs: Tenant's Proportionate Share of Operating Costs shall be based on the indoor square footage leased to Tenant (2,728 sq. ft.) as a percentage of the total leasable square footage in the Old Growth Property (4,473 sq. ft.). Tenant's Proportionate Share of Operating Costs shall equal sixty one percent (61%) of total Operating Costs. Notwithstanding the foregoing, Tenant's Proportionate Share of water, sewer and waste/trash removal shall be allocated amongst tenants of the Old Growth Property as set forth in Section 6 below. Landlord reserves the right to modify the methodology in which Tenant's Proportionate Share of Operating Costs is allocated amongst tenants of the Old Growth Property if Landlord determines, based on actual operating history, that another methodology is a more equitable manner to allocate costs amongst tenants of the Old Growth Property, but in no event shall Tenant's percentage share of the Total Operating Costs exceed 65%.

USE → 1.10. Description of Tenant's Business Conducted on Premises: operating as a restaurant/bakery which also sells and serves alcoholic beverages.

1.11. Tenant's Initial Notice Address:

Persephone Bakery, LLC
Mailing Address
P.O. Box 4271
Jackson, WY 83001
Physical Address
81 S. King Street
Jackson, WY 83001

1.12. Landlord's Initial Notice and Payment Address:

Old Growth, LLC
Mailing Address
P.O. Box 12801
Jackson, WY 83002
Physical Address
4680 W. Prairie Lane
Wilson, WY 83014

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2. LEASE TERM

2.1. General. Landlord hereby leases to Tenant, and Tenant hereby takes and leases from Landlord, the Premises for a period starting on the Commencement Date and continuing for the Initial Term, unless sooner terminated or renewed for the Renewal Term as provided herein.

2.2. Renewals: Tenant shall have the option to renew this Lease for two (2) additional terms of five (5) years each (each such term is referred to herein as, a "Renewal Term", and together with the Initial Term, the "Term"), as follows:

(a) Tenant must not be in Default (as defined in Section 21.1) at commencement of a Renewal Term;
(b) A Renewal Term shall commence on the day following the date the Initial Term or first Renewal Term terminates;
(c) Tenant shall notify Landlord in writing no sooner than one hundred eighty (180) days prior to expiration of the Initial Term or the first Renewal Term, and no later than ninety (90) days prior to the expiration of the Initial Term or the first Renewal Term, of its intention to renew this Lease. If Tenant fails to notify Landlord in writing of its election to renew as stated above, Tenant will be deemed to have not renewed this Lease and this Lease shall terminate as of the end of the then current Term;
(d) If Tenant delivers a notice to Landlord to renew the Term, the parties shall attempt to agree on any adjustment to the Base Rent, but in no event shall the Base Rent during a Renewal Term be less than the Base Rent in effect during the immediately twelve month period. If the parties are unable to agree on Base Rent for the Renewal Term within thirty (30) days of Tenant's notice to renew, the parties shall appoint a mutually agreeable appraiser to appraise the Base Rent for the Premises and such appraisal shall be the rent for the renewal term, subject to such Base Rent not being less than the Base Rent for the immediately preceding twelve month period. However, either party may terminate the lease within ten (10) days of receipt of the results of the appraisal if they do not agree with the appraisal and such termination shall be effective ninety (90) days after delivery of such notification of termination with the Base Rent then in effect being applicable for the remainder of the Term until the effective date of such termination.
(e) The Base Rent during any Renewal Term (as adjusted based on subsection (d) immediately above) shall continue to adjust pursuant to Section 5.2 below.

2.3. Condition. Other than Landlord's obligations as set forth in Section 11.2 below, Landlord shall have no obligation to make any other improvements or alterations to the Premises or the Old Growth Property, and Tenant hereby accepts the Premises, the Common Areas (as defined below), and all other portions of the Old Growth Property in an AS IS condition, with all faults. Tenant hereby acknowledges that it has relied on its own inspections and due diligence in entering this Lease and not on any representations or warranties of Landlord or any broker or other representative of Landlord concerning the condition or suitability of the Premises or the Old Growth Property for any particular purpose or any other matter.

3. USE OF PREMISES

3.1. Use and Operation. Tenant shall continuously use (subject to limited closings during the spring and fall off seasons) and occupy the Premises for the purposes set forth in Section 1.10 and for no other purpose whatsoever without Landlord's prior written consent. Tenant shall not perform any acts or carry on any practices which may injure the Premises, or the Old Growth Property, or be a nuisance or a menace to the other tenants within the Old Growth Property or neighbors of the Old Growth Property. Tenant shall comply with all applicable present or future laws relating to the Premises and Tenant's use thereof, including without limitation, laws regulating hours of operation, health, safety, zoning and building codes, noise ordinances, and any permit or license requirements. Tenant shall not use the Premises for any purpose in violation of exclusive rights of which Tenant has knowledge or notice granted by Landlord from time to time to any other tenant or occupant of any portion of the Old Growth Property; provided, however, that Landlord shall not grant any exclusive right that would prevent Tenant from conducting its business as described in Section 1.10. Tenant shall conduct its business at all times in a manner consistent with reputable business standards such that a high quality reputation of the Old Growth Property is developed and enhanced.

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3.2 Use of Outdoor Deck Space. Tenant shall have the exclusive right to use the deck space on the southwest side of the first floor of the building and roof deck comprising the Premises with the following conditions:

(a) Use of space shall not require additional rent from Tenant;
(b) Tenant shall promptly repair, at Tenant's expense, any damage done to the deck space;
(c) Tenant shall include deck space in Tenant's liability insurance;
(d) Tenant shall indemnify Landlord against any loss, liability or expenses arising out of or resulting from Tenant's use of the deck space; and
(e) Tenant's use shall comply with all applicable town zoning ordinances or requirements.

3.3. Insurance Restrictions. Tenant shall not knowingly perform any act which would cause the cancellation of any insurance policies related to the Old Growth Property. Tenant shall reimburse Landlord for any increases in insurance premiums payable by Landlord as a result of Tenant's use of the Premises or the nature of Tenant's business.

3.4. Improvements. In the event Tenant changes its use of the Premises, and if due to Tenant's changed use of the Premises any improvements or alterations to any portion of the Old Growth Property are necessary to comply with any requirements of law or Landlord's insurance carriers, Tenant, upon reasonable advance notice from Landlord and approval by Tenant of an estimate for such work (such approval not to be unreasonably withheld), shall pay the entire cost of such improvements or alterations. Such work shall be subject to the terms and conditions of Section 11.2.

3.5. Prohibitions. Tenant shall not cause or maintain any nuisance in or about the Premises and shall keep the Premises free of debris, rodents, vermin and anything of a dangerous, noxious or offensive nature or which would create a fire hazard (through undue load on electrical circuits or otherwise) or undue vibration, noise or heat. Tenant shall not cause the safe floor loading capacity of the Premises to be exceeded. Tenant shall not disturb or interfere with the quiet enjoyment of the premises of or use of the Common Areas (as defined below) by any other tenant or occupant of any portion of the Old Growth Property or any immediately adjacent neighbor of the Old Growth Property.

3.6. Common Areas. All of the portions of the Old Growth Property made available by Landlord for use in common by tenants and their employees and invitees from time to time, and depicted as "Common Areas" in **Exhibit A** (the "Common Areas") shall remain subject to Landlord's exclusive control at all times. Initially, the Common Areas include access to the trash dumpsters on the north side of the Old Growth Property, as depicted on **Exhibit A**. Tenant shall not directly or indirectly conduct business in the Common Areas or make any use of the Common Areas which interferes in any way with the use of the Common Areas by other parties. Tenant's use of the Common Areas shall be subject to the other provisions of this Lease, including, without limitation, the Rules (as defined below). Tenant's right to use the Common Areas shall terminate upon the expiration or earlier termination of this Lease or Tenant's right to possession of the Premises. Landlord shall be entitled to make such changes in the Common Areas as it deems appropriate and to determine the nature and extent of all Common Areas. Landlord shall have the right to close all or any portion of the Common Areas to prevent a dedication thereof to public use or prevent the acquisition of any public or private rights in such areas. The Common Areas may, at Landlord's election, include areas in adjoining properties which are or become available to tenants of the Old Growth Property.

3.7. Rules. Tenant shall and shall cause its agents, employees and contractors to comply with any non-discriminatory and reasonable rules and regulations for the Old Growth Property promulgated by Landlord from time to time (the "Rules"). Landlord's current Rules are attached as **Exhibit B**. Landlord from time to time by notice to Tenant may amend such Rules in any manner which is not inconsistent with the express provisions of this Lease.

3.8. Compliance with Environmental Laws. Without in any manner limiting any other provision of this Lease, Tenant hereby represents, warrants and agrees for the full duration of its obligations under this Lease that it will:

(a) Comply fully with all federal, state and local laws, rules, orders, or regulations pertaining to health or the environment ("Environmental Laws");
(b) Not dispose of or permit or acquiesce in the disposal of any waste (including, but not limited to, any paints, solvents, or paint thinners) products on, under or around the Premises;

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(c) Defend, indemnify and hold harmless Landlord from and against any and all costs, claims, demands and damages, including attorneys' fees and court costs and investigatory and laboratory fees, related to any breach of this Lease, by Tenant, including, without limitation, any adverse health or environmental condition (including without limitation any violation of Environmental Laws) occurring during the Term and caused by Tenant or its employees. This indemnification obligation shall survive the expiration or termination of this Lease;

(d) Comply with all reporting obligations imposed under the Federal Emergency Planning and Community Right to Know Act of 1986 and any similar state or local laws, rules or regulations;

(e) Comply with all pretreatment requirements imposed by law with respect to the disposal of waste or effluent into the sanitary sewer system;

(f) Prevent any dumping, spillage, leakage or runoff of substances regulated by Environmental Laws ("Regulated Substances") into dry wells, storm drains, water retention areas, Common Areas or any areas where such substances could be absorbed into the soil;

(g) Obtain and maintain all permits required by federal, state or local laws, rules or regulations;

(h) Prepare, and upon request provide a copy to Landlord of, all response plans required by applicable law; and

(i) Not keep, store or use within the Premises any Regulated Substances (as defined by the US EPA) except small quantities that are reasonably necessary for Tenant's business and are stored, used and disposed of in compliance with all Environmental Laws.

3.9. Environmental Audit. At any time and from time to time, Landlord may retain an environmental consultant or engineer to conduct an environmental audit or environmental assessment of the Premises and Tenant's compliance with applicable laws, rules and regulations. Tenant shall extend its full cooperation with such audit or investigation. If Tenant is found not to be substantially in compliance with applicable law, all reasonable costs associated with such audit or assessment shall be paid by Tenant to Landlord upon demand; otherwise all costs shall be borne by Landlord. In addition, Tenant, at Landlord's request from time to time, shall complete such questionnaires and provide such information with respect to Tenant's activities and operations on the Premises as Landlord shall reasonably require.

4. GUARANTIES. Alison and Kevin Cohane, principals of Tenant, shall each, jointly and severally, guarantee the faithful performance of the Tenant's obligations herein by executing personal guaranties in the form attached hereto as **Exhibit C**. It is a condition precedent to the effectiveness of this Lease that Alison and Kevin Cohane execute the personal guaranties.

5. RENT.

5.1. Base Rent. Tenant shall pay to Landlord, in advance, on the first day of each calendar month, beginning on the Commencement Date, Base Rent in the applicable amounts set forth in Section 1.8. Base Rent payable with respect to a period consisting of less than a full calendar month shall be prorated.

5.2 Increase in Base Rent Based on Cost of Living Index. Beginning on the first anniversary of the Commencement Date and on each anniversary of the Commencement Date thereafter (an "Adjustment Date"), Base Rent shall be increased to equal an amount that is the product obtained by multiplying the Base Rent in effect immediately prior to the Adjustment Date by a fraction, the numerator of which is the Index, as defined below, published nearest but prior to the Adjustment Date and the denominator of which is the Index published nearest but prior to the previous Adjustment Date. However, notwithstanding an adjustment to Base Rent based on the foregoing, in no event shall Base Rent be increased by more than 4% from the prior year's Base Rent. As used herein the term "Index" shall refer to the Cost of Living Index for all items for Teton County, Wyoming published by the State of Wyoming's Department of Administration and Information, Economic Analysis Division.

5.3. Late Charges. In the event that a payment due hereunder is more than ten (10) days late, Tenant shall pay to Landlord, in addition to the amount due, a late payment fee equal to five percent (5%) of the amount of the payment due together with interest on the amount of Base Rent due at a rate of eighteen percent (18%) per annum from the date the payment was originally due until paid in full. The assessment or collection of a late charge shall not constitute the waiver of any breach or default and shall not bar the exercise of other remedies for nonpayment.

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5.4. Excise Taxes. Tenant shall pay to Landlord all sales, use, transaction privilege, or other excise tax levied or imposed upon, or measured by, any amount payable by Tenant under this Lease.

5.5. Obligations Are Rent. All amounts payable to Landlord under this Lease constitute rent and shall be payable without notice, demand, deduction or offset to Landlord at the address set forth in Section 1.12 or to such person and at such place as Landlord may from time to time designate by written notice to Tenant.

6. OPERATING COSTS.

6.1. Tenant's Proportionate Share. Tenant shall pay to Landlord Tenant's Proportionate Share of Operating Costs, as defined in Section 1.9 above, during the Term of the Lease.

6.2 Payment. Tenant shall pay Tenant's Proportionate Share of Operating Costs monthly when billed by Landlord. Landlord shall bill Tenant only for actual Operating Costs billed to or payable by Landlord. Landlord may "true-up" Tenant's Proportionate Share of Operating Costs on an as needed basis (although any true-ups should be minimal as Operating Costs are billed to tenants on the basis of actual bills received by Landlord).

6.3. "Operating Costs" consist of all costs of operating, maintaining and repairing the Old Growth Property, including, without limitation, the following:

(a) Premiums for property, casualty, liability, and amounts deductible from claims thereunder.
(b) The cost of cleaning and sweeping of trash area and removal of trash or debris.
(c) The cost of maintaining landscaping, including irrigating, trimming bushes, mowing, fertilizing, seeding and replacing plants, and snow removal. Landlord shall be responsible for paying for the initial or subsequent installation of landscaping.
(d) The cost of utilities, including water and sewer, and any other services not separately metered to tenants of the Old Growth Property. Currently, electricity and gas are metered separately to each tenant of the Old Growth Property.
(e) The cost of maintaining, operating and repairing signage and sign structures (other than those of separate tenants or occupants).
(f) The cost of maintaining and repairing the Common Areas.
(g) The cost of any equipment rented or used and the cost of supplies consumed in the maintenance and operation of the Old Growth Property.
(h) Costs of alterations or modifications to the Old Growth Property necessary to comply with requirements of applicable law.
(i) General and special real and personal property taxes and assessments for the Old Growth Property together with expenses incurred in efforts to reduce taxes or assessments. For purposes of the foregoing, "taxes" shall include without limitation all federal, state, county or local governmental, special district, improvement district, municipal or other political subdivision taxes, fees, levies, assessments, charges or other impositions of every kind and nature, whether foreseen or unforeseen, general, special, ordinary or extraordinary, upon or respecting the Old Growth Property, including without limitation, real estate and other ad valorem taxes, general and special assessments, interest on any special assessments paid in installments, transit taxes, water and sewer rents, taxes based upon the receipt of rent including, without limitation, gross receipts taxes applicable to rent, personal property taxes imposed upon fixtures, machinery, equipment, apparatus, appurtenances, furniture and other personal property used in connection with the Old Growth Property. Notwithstanding the foregoing, "taxes" shall not include excess profits taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state income taxes. Tenant shall pay increased taxes, whether as a result of increases in the assessment or valuation of the Old Growth Property and whether based on a sale, change in ownership or refinancing or otherwise, increases in tax rates, reduction or elimination of any credits, rollbacks or other deductions available under current law, scheduled reductions, elimination, invalidity or withdrawal of any tax abatement, or for any other cause whatsoever. Tax refunds shall be deducted from such taxes in the year they are received by Landlord. If taxes for any period shall be increased after payment thereof by Landlord for any reason, including without limitation error, reassessment or supplemental billing by applicable governmental or municipal authorities, Tenant shall pay Landlord within ten (10) days after notice Tenant's Proportionate Share of such increased taxes. Tenant shall have the right to contest or review, in accordance with applicable laws, any assessed valuation or taxes. Landlord, if so requested will join in any proceeding to contest or review initiated by Tenant, but the entire

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cost of any such proceeding initiated by Tenant shall be borne by Tenant unless Landlord agrees otherwise in writing.

With respect to Operating Costs and Tenant's Proportionate Share of such costs, Landlord shall provide a breakdown by category of such costs (based on the breakdown of Operating Costs set forth in subsections (a) through (i) above) with each monthly invoice to Tenant. As of the Effective Date, water, and sewer is allocated between the Tenant, Belle Cose and King Sushi as follows: 5% of such costs are allocated to Belle Cose and 95% of such costs are allocated to Tenant and King Sushi based on their respective square footage (excluding Belle Cose's square footage). As of the Effective Date, trash removal has been covered by each tenant individually. Landlord reserves the right to modify the methodology in which Tenant's Proportionate Share of Operating Costs is allocated amongst tenants of the Old Growth Property if Landlord determines, based on actual operating history, that another methodology is a more reasonable manner to allocate costs amongst tenants of the Old Growth Property. Tenant shall also have the right, upon reasonable advance notice to Landlord, to review at Landlord's office all back up materials, contractor and subcontractor invoices and expenses related to Operating Costs assessed to Tenant.

6.4. Exclusions. Notwithstanding anything to the contrary in Section 6.3, "Operating Costs" shall not include:

(a) Net amounts recovered from other sources, such as insurance proceeds, equipment warranties, judgments or settlements.
(b) Utilities or other expenses paid directly by tenants to suppliers or paid by tenants to Landlord for separately metered or special services.
(c) Payments on any mortgage or other encumbrance or ground lease.
(d) Construction of buildings or other improvements for the exclusive use of any tenant or other occupant.
(e) Construction of new improvements (but not replacement or repair of existing improvements) in the Common Area or capital expenditures that do not meet the requirements set forth in Section 6.3(l).
(f) Leasing commissions.
(g) Correction of defects in the construction of the Old Growth Property which are covered by construction warranties, specifically excluding any tenant improvements.
(h) General overhead and administrative expenses of Landlord not directly related to the operation of the Old Growth Property.
(i) Costs of negotiating or enforcing leases of other tenants.

7. TAXES. In addition to any other amounts for which Tenant is responsible, Tenant shall pay, before delinquency, all taxes levied or assessed upon, measured by or arising from: (a) the conduct of Tenant's business; (b) Tenant's leasehold estate; or (c) Tenant's property, in accordance with Section 6.3 (i) above unless separately assessed by a taxing authority directly to Tenant.

8. INSURANCE AND INDEMNITY.

8.1. Insurance Policies. Beginning on the Commencement Date, Tenant shall, at its expense, take out and keep in full force and effect at all times during the Term the following insurance:

(a) All Risk property insurance, in an amount equal to the full replacement cost of all property owned by Tenant or within the Premises, including, but not limited to, Tenant Improvements, contents, inventory, and all personal property within the Premises.
(b) Commercial general liability insurance applying to third party claims for bodily injury or property damage alleged from the use and occupancy of the Premises and the business operated by Tenant, including coverage for "premises/operations", "products and completed operations", and "blanket contractual" liabilities, written on an occurrence basis with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

The policies above shall name Landlord, its agents and affiliates as additional insureds.

8.2. Policy Requirements. Tenant's insurance policies shall:

(a) Contain a waiver of any subrogation rights which Tenant's insurers may have against Landlord and those for whom the Landlord is legally responsible;

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(b) Be issued by insurers reasonably acceptable to Landlord;
(c) Be non-contributing and apply as primary, and not as excess to, any other insurance available to the Landlord;
(d) Not be invalidated with respect to the interests of the Landlord and the holder of any encumbrance on the Old Growth Property by reason of any breach or violation by Tenant of any warranties, representations, declarations or conditions contained in the policies;
(e) Contain an undertaking by the insurer to notify the Landlord, and the holder of any encumbrance on the Old Growth Property designated by Landlord, in writing not less than thirty days prior to any material change, cancellation or termination; and
(f) Be satisfactory in form, substance, limits, deductibles and retentions to Landlord.

8.3. Evidence of Coverage. Tenant shall deliver to Landlord certificates of insurance or, if required by Landlord, certified copies of each such insurance policy as soon as practicable after the placing of the required insurance and periodically thereafter upon renewal or replacement of the policies then in force, which shall occur at least 30 days prior to the expiration or cancellation thereof. Landlord shall have the right to request current confirmation of insurance coverage from time to time. No review or approval of any such insurance certificate by Landlord shall derogate or diminish Landlord's rights or Tenant's obligations. Tenant shall not take possession of the Premises without having complied with the requirements of this Section. If at any time Tenant fails to provide satisfactory evidence of all required coverages, Landlord may but shall have no obligation to purchase such insurance for Tenant and at Tenant's sole cost and expense, which shall be immediately due and payable by Tenant upon demand.

8.4. Indemnity and Exculpation. Tenant shall defend, indemnify and hold Landlord harmless from and against any and all loss, claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever by reason or arising directly or indirectly from (a) any default, breach or violation by Tenant under this Lease, (b) any negligent act of Tenant, its agents, employees, subtenants, assignees, invitees or visitors of the Premises, and/or (c) the use or occupancy by Tenant, its agents, employees, invitees or visitors of the Premises.

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

8.5. Landlord's Policies. No insurable interest is conferred upon Tenant under any policies of insurance carried by Landlord, and Tenant shall not be entitled to share or receive proceeds of any insurance policy carried by Landlord. Landlord will maintain its own fire and extended coverage insurance on the building containing the Premises, which insurance policy shall include coverage for damage to property resulting from fire sprinkler leaks or malfunctions.

9. FIRE AND CASUALTY.

9.1. Termination Rights. If all or part of the Premises is rendered untenantable by damage from fire or other casualty (not caused by Tenant) which in Landlord's opinion cannot be substantially repaired (employing normal construction methods without overtime or other premium) under applicable laws and governmental regulations within 120 days from the date of the fire or other casualty, then either Landlord or Tenant may elect to terminate this Lease as of the date of such casualty by written notice delivered to the other not later than ten days after notice of such determination is given by Landlord.

9.2. Restoration. If in Landlord's reasonable opinion the damage caused by the fire or casualty can be substantially repaired (employing normal construction methods without overtime or other premium) under applicable laws and governmental regulations within 120 days from the date of the fire or other casualty, or if neither party exercises its right to terminate under Section 9.1, Landlord shall, but only to the extent that insurance proceeds are available for such purpose, repair such damage, other than damage to furniture, furnishings, equipment, trade fixtures or other personal property which does not belong to the Landlord, all of which shall be repaired or replaced forthwith by Tenant at its own expense.

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9.3. Abatement. During any period of restoration (where damage is not caused by Tenant), the Base Rent payable by Tenant shall be proportionately reduced to the extent that the Premises are thereby rendered untenantable from the date of casualty until substantial completion by Landlord of the repairs to the Premises (or the part thereof rendered untenantable) or until Tenant again uses the Premises (or the part thereof rendered untenantable) in its business, whichever first occurs.

9.4. Agreed Remedies. Except as set forth in Section 9.3 above, there shall be no reduction or abatement of rent and Landlord shall have no liability to Tenant by reason of any injury to or interference with Tenant's business or property arising from fire or other casualty, however caused, or from the making of any repairs resulting therefrom in or to any portion of the Old Growth Property or the Premises by Tenant or Landlord. Except as expressly provided in Section 9.1, Tenant waives any statutory or other rights of termination by reason of fire or other casualty, it being the intention of the parties to provide specifically and exclusively in this Article for the rights of the parties with respect to termination of this Lease as a result of a casualty.

10. CONDEMNATION.

10.1. Automatic Termination. If during the Term all or any material part of the Premises is permanently taken for any public or quasi-public use under any statute or by right of eminent domain, or purchased under threat of such taking, this Lease shall automatically terminate on the date on which the condemning authority takes possession of the Premises.

10.2. Award. Landlord shall be entitled to receive and retain the entire award or consideration for the affected lands and improvements and Tenant shall not have or advance any claims against Landlord for the value of its property or its leasehold estate or the unexpired term of this Lease or for costs of removal or relocation or business interruption expense or any other damages arising out of the taking or purchase. Nothing herein shall give Landlord any interest in or preclude Tenant from seeking and recovering on its own account from the condemning authority any separate award of compensation attributable to the taking or purchase of Tenant's chattels or trade fixtures or attributable to Tenant's relocation expenses provided that any such separate claim by Tenant shall not reduce or adversely affect the amount of Landlord's award. If any such separate award made or compensation paid to Tenant specifically includes an award or amount for Landlord, Tenant shall promptly account therefor to Landlord.

11. MAINTENANCE.

11.1. By Tenant. Tenant shall maintain the Premises and the improvements thereon, including all doors and plate glass serving the Premises, snow removal on sidewalks/boardwalks, and heating, air conditioning, ventilation, grease traps (Tenant shall also be responsible for installing any required upgrades to the grease trap), electrical and plumbing systems located within and/or solely serving the Premises, but excluding Landlord's obligations as set forth in Section 11.2 below, in good condition and repair consistent with the standards for the Old Growth Property determined by Landlord pursuant to Section 11.2. In addition, Tenant shall notify Landlord promptly if it becomes aware of any maintenance issue on the boardwalk, excluding snow removal (which is a Tenant responsibility). If Tenant does not comply with its obligations under this Article, Landlord may, but need not, make such repairs and replacements, and Tenant shall pay Landlord the cost thereof upon demand. Where alterations are required for compliance with State or Federal or local laws or regulations, it is the Landlord's responsibility to complete said improvements or alterations.

11.2. By Landlord. Except as set forth in Sections 6.3(b), (c), (f), (g) and (h), Landlord shall, at its sole expense, maintain, repair and replace the roof and structural elements of the Premises, and heating, air conditioning, ventilation, electrical and plumbing systems not located within the Premises and/or not solely serving the Premises, such that these components remain in good condition and repair in accordance with standards then prevailing for buildings/restaurants of like age and character or such higher standard as Landlord may determine. Landlord shall repair any common utility facilities in the Old Growth Property that serves all tenants. Landlord shall be responsible for trimming trees on the Premises as such work is reasonably necessary. Landlord shall not be liable or responsible for breakdowns or temporary interruptions in access or utilities nor for interference with Tenant's business or Tenant's access to the Premises during the course of repairs or remedial work. However, notwithstanding the foregoing, Landlord shall make reasonable efforts to not unreasonably interfere with Tenant's business and Tenant's access to the Premises. If Landlord and Tenant agree that the boardwalk needs to be repaired or replaced and the Town of

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Jackson does not repair or replace the boardwalk, Landlord will incur that expense of repair or replacement of the boardwalk (if allowed by the Town of Jackson).

12. UTILITIES. Notwithstanding anything to the contrary in this Lease, all utilities for the Premises except for water, sewer and waste/trash removal, shall be arranged directly by Tenant with the utility supplier, including the posting of any required deposits, and paid directly to the utility supplier when due. Tenant shall not install any equipment or fixtures, or use the same, in any manner which exceeds the safe and lawful capacity of any utility equipment or lines serving the Premises. Landlord shall not be liable in damages or otherwise for any failure, variation, shortage or interruption of any utilities or services and Tenant shall not be entitled to terminate this Lease or abate any portion of the rent as a result of such failure, variation, shortage or interruption. Tenant shall cause all refuse to be removed from the Premises to the trash dumpster in the Common Areas with sufficient frequency to prevent odors or accumulation of trash within the Premises. The location of the trash dumpster serving the Old Growth Property tenants shall be in Landlord's sole discretion.

13. LANDLORD RIGHT OF ENTRY. Upon reasonable notice to Tenant, Landlord shall have access to the Premises for purposes of showing the Premises to current or prospective lenders, to prospective purchasers of the Old Growth Property and, during the twelve-month period preceding the expiration of the Term of this Lease, to prospective tenants. Landlord shall at all times have access to the Premises for purposes of inspection and performing Landlord's obligations and exercising its rights under this Lease.

14. SIGNS. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the outside or inside of the Premises without the Tenant first obtaining the written consent of Landlord, which consent may be granted or denied at Landlord's sole discretion. Tenant must comply with all regulations of the Town of Jackson with respect to signage. Landlord shall have the right to remove any such sign, placard, and picture, advertisement, name or notice without notice to and at the expense of Tenant that does not comply with the foregoing. All approved signs or lettering on doors shall be printed, painted, or affixed or inscribed at the expense of Tenant by a person or company approved by the Landlord. Tenant shall not place anything or allow anything to be placed near or on the glass of any window, door, partition or wall which may appear unsightly from outside the Premises.

15. TENANT ALTERATIONS.

15.1. General Requirements. Tenant shall not make or construct any changes, additions and improvements in the Premises ("Tenant's Work") unless all of the following conditions have been satisfied. All Tenant's Work shall:

(a) Comply with the requirements of any governmental or quasi-governmental authority having jurisdiction (including, without limitation, the Americans with Disabilities Act), with the requirements of Landlord's insurance carriers, and with Landlord's safety and access requirements, including restrictions on flammable materials and elevator usage.
(b) Not be commenced until Landlord has received satisfactory evidence that all required permits have been obtained at Tenant's expense.
(c) Be performed only with the prior written consent of Landlord (which may be withheld in Landlord's sole discretion).
(d) Be constructed in good and workmanlike manner using only materials which are new, of high quality, and free from defects and conform strictly to complete working drawings and specifications prepared by a licensed architect and submitted to and approved by Landlord.
(e) Be of a quality that equals or exceeds the then current standard for the Old Growth Property and comply with all building, fire and safety codes.
(f) Be carried out only during hours approved by Landlord by licensed contractors selected by Tenant, who shall deliver to Landlord before commencement of the work performance and payment bonds as well as proof of workers' compensation and general liability insurance coverage, including coverage for completed operations and contractual liability, with Landlord and its agents and designees named as additional insureds, in amounts, with companies, and in form reasonably satisfactory to Landlord, which shall remain in effect during the entire period in which the work shall be carried out.
(g) Be prosecuted diligently and continuously from commencement to completion.

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

15.2. Landlord Work; Tenant Improvements; and Tenant Installations. (a) Tenant acknowledges that Landlord is in the process of obtaining permits for and commencing improvements to the Premises. Landlord anticipates completion of its work on the Premises no earlier than twelve months after the Effective Date and no later than March 1, 2020 (such date of completion of Landlord's work is referred to herein as, the "Landlord's Delivery Date"). Landlord's work to the Premises shall include the following:

(1) repair foundation and roof;
(2) addition of new 610 square foot bar addition;
(3) reconfigure bathrooms for compliance with the American with Disabilities Act;
(4) Landlord will provide the original finished floors, walls and logs and electrical locations for the original building and bathrooms;
(5) The new addition will have exposed studs with minimal interior walls, electrical panels and HVAC systems with appropriate loads, plumbing hook-ups and locations, and floors will be unfinished subfloor. Ceiling shall be open, all windows and doors installed.
(6) All permanent exterior light fixtures;
(7) A new kitchen hood and grease trap upgrade is required; Landlord will pay for the re-design architectural, engineering, and municipal fees, with the cost of the equipment and installation paid by the Tenant.

(b) Tenant shall present to Landlord its plans and specifications for its initial improvements to the Premises no later than ninety (90) days after Landlord commences construction at the Premises. Landlord shall deliver written notice to Tenant of the commencement of Landlord's construction within five (5) days of such date. Landlord shall have fifteen (15) days from receipt of Tenant's plans and specifications to review and provide feedback/approval. Tenant shall not commence work until Landlord has provided its written approval of Tenant's plans. Tenant shall not commence any work prior to Landlord's Delivery Date. Cost of any change orders after Tenant's design package submittal to Landlord is approved will be borne by Tenant, unless caused solely by Landlord's changes to Landlord's work as described in subsection (a) immediately above. Tenant shall be responsible for the cost of all furniture, fixtures and equipment associated with its improvements. Tenant's improvements are anticipated to include the following: Tenant will design and fit-up the interior of the Premises including electrical, kitchen, lighting, and bar design, equipment and construction, as well as the installation of all finishes, hardware, soundproofing, technology/telephone/POS system.

(c) Tenant may install in the Premises its usual trade fixtures and personal property in a proper manner, provided that no installation shall interfere with or damage the mechanical or electrical systems or the roof or structure of the Premises or other portion of the Old Growth Property. Landlord may require any work that may affect roofs, structural elements or mechanical, electrical, heating, air conditioning, plumbing or other systems to be performed by a contractor designated or approved by Landlord.

15.3 Mechanics Liens. Tenant shall pay before delinquency all costs for alterations, maintenance, repair, replacement or other work done or caused to be done by Tenant in the Premises, shall keep the title to the Old Growth Property and every part thereof free and clear of any lien or encumbrance in respect of such work and shall indemnify and hold harmless Landlord and Landlord's agents and employees against any claim, loss, cost, demand or legal or other expense, whether in respect of any lien or otherwise, arising out of the supply of material, services or labor for such work. Tenant shall immediately notify Landlord of any such lien, claim of lien or other action of which it has or reasonably should have knowledge and that affects the title to the Old Growth Property or any part thereof, and shall

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cause the same to be removed by bonding or otherwise within five days, failing which Landlord may take such action as Landlord deems necessary to remove same and the entire cost thereof shall be immediately due and payable by Tenant to Landlord. If provided by applicable law, Tenant shall cause such postings to be made and notices given as shall prevent any mechanics' lien for work done for Tenant from attaching to the Old Growth Property.

15.4 Other Construction Requirements. Landlord reserves the right to impose additional reasonable and customary requirements as a condition of Tenant's Work, including without limitation, requirements that Tenant: (i) submit for Landlord's prior written approval detailed plans and specifications prepared by licensed and competent architects and engineers, which shall not be unreasonably withheld or delayed; (ii) obtain and post permits; (iii) submit contractor, subcontractor and supplier lien waivers; (iv) comply with such other customary requirements as Landlord may reasonably impose concerning the manner and times in which Tenant's Work shall be done.

16. ASSIGNMENT AND SUBLETTING

16.1. Consent Required. Tenant acknowledges that Landlord has entered into this Lease in order to obtain the unique attraction of Tenant's name and the unique services associated with Tenant's business and the unique combination of Tenant's operating expertise and financial integrity. Accordingly, Tenant shall not assign its interest under this Lease or sublet all or any part of the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld. Tenant shall not at any time pledge, hypothecate, mortgage or otherwise encumber its interest under this Lease as security for the payment of a debt or the performance of a contract. Tenant shall not permit its interest under this Lease to be transferred by operation of law. Any such purported assignment, sublease, or other transfer made without Landlord's consent shall be void. The term "assignment" includes the following, whether accomplished directly or indirectly: (a) if Tenant is a partnership or limited liability company, the withdrawal or change, voluntarily, involuntarily or by operation of law, of a majority of the partners or members, or a transfer of a majority of ownership interests, in the aggregate on a cumulative basis, or the dissolution of the partnership or limited liability company (other than to immediately family members by reason of gift or death and also excluding transfers of interests among then existing partners or members); and (b) if Tenant is a corporation, the: (i) dissolution, merger, consolidation or other reorganization of Tenant; (ii) sale or other transfer of more than a cumulative aggregate of 50% of the voting shares of Tenant (other than to immediate family members by reason of gift or death and also excluding transfers of interests among then existing shareholders); or (iii) sale, mortgage, hypothecation or pledge of more than a cumulative aggregate of 50% of Tenant's net assets.

16.2. Requests for Approval. Landlord shall be under no obligation to decide whether consent will be given or withheld unless Tenant has first provided to Landlord: (a) the name and legal composition of the proposed assignee or subtenant and the nature of its business; (b) the use to which the proposed assignee or subtenant intends to put the Premises; (c) the terms and conditions of the proposed assignment or sublease and of any related transaction between Tenant and the proposed assignee or subtenant; (d) information related to the experience, integrity and financial resources of the proposed assignee or subtenant; (e) such information as Landlord may reasonably request to supplement, explain or provide details of the matters submitted by Tenant pursuant to subparagraphs (a) through (d); and (f) reimbursement for all reasonable costs incurred by Landlord, including attorneys' fees, in connection with evaluating the request and preparing any related documentation.

16.3. Continued Responsibility. Tenant shall remain fully liable for performance of this Lease, notwithstanding any sublease, for the entire Term. Upon Landlord's approval of any assignment of this Lease in accordance with Section 16.1 and 16.2 above, the assigning Tenant shall be released from all right, title or obligation in this Lease as of the effective date of the assignment of Lease and the new assignee shall assume all right, title or obligation of the "Tenant" of this Lease.

16.4. Excess Proceeds. If consent to an assignment or sublease is given, Tenant shall pay to Landlord, as additional rent, all amounts received from the assignee or subtenant in excess of the amounts otherwise payable by Tenant to Landlord with respect to the space involved, measured on a per square foot basis.

16.5. No Waiver. No consent shall constitute consent to any further assignment or subletting.

16.6. Transfer by Landlord. Upon a sale or other transfer of the Old Growth Property (or a portion thereof containing the Premises) by Landlord, this Lease shall continue in full force and effect and Landlord's interest in this Lease shall automatically be transferred to the transferee. Such transferee shall automatically assume all of Landlord's

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obligations under this Lease accruing from and after the date of transfer and the transferor shall be released of all obligations under this Lease arising after the transfer. Tenant shall upon request attorn in writing to the transferee.

17. SUBORDINATION AND ATTORNMENT.

17.1. Subordination. This Lease is and shall be subject and subordinate in all respects to all existing and future mortgages or deeds of trust now or hereafter encumbering the Old Growth Property or any part hereof. The holder of any mortgage or deed of trust may elect in writing at any time to be subordinate to this Lease.

17.2. Lender Protection. Upon a transfer in connection with a foreclosure or trustee's sale proceedings or in connection with a default under an encumbrance, whether by deed to the holder of the encumbrance in lieu of foreclosure or otherwise, Tenant, if requested, shall in writing attorn to the transferee, but the transferee shall not be:

(a) subject to any offsets or defenses which Tenant might have against Landlord;
(b) bound by any prepayment by Tenant of more than one month's installment of rent; or
(c) subject to any liability or obligation of Landlord except those arising after the date of the transfer.

17.3. Documentation. The subordination provisions of this Article shall be self-operating and no further instrument shall be necessary. Nevertheless Tenant, on request, shall execute and deliver any and all instruments requested by Landlord or any Mortgagee further evidencing such subordination.

17.4. Other Transactions. To the extent not inconsistent with Tenant's rights in this Lease, Landlord may at any time and from time to time grant, receive, dedicate, relocate, modify, surrender or otherwise deal with easements, rights of way, restrictions, covenants, equitable servitudes or other matters affecting the Old Growth Property without notice to or consent by Tenant.

18. ESTOPPEL CERTIFICATES. Tenant shall at any time within ten days after written request from Landlord execute, acknowledge and deliver to Landlord a statement in writing: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; (b) confirming the commencement and expiration dates of the Term; (c) confirming the amount of the security deposit held by Landlord; (d) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed; and (e) confirming such other matters as Landlord may reasonably request. Any such statement may be conclusively relied upon by a prospective purchaser or encumbrancer of the Premises or the Old Growth Property. If Tenant fails to respond within the required period, Tenant shall conclusively be deemed to have certified, confirmed and acknowledged all matters requested by Landlord. If Landlord desires to finance or refinance the Old Growth Property, Tenant hereby agrees to deliver to any lender designated by Landlord such financial statements of Tenant as may be reasonably required by such lender. Such statement shall include the past three years' financial statements of Tenant. All such financial statements shall be received by Landlord in confidence and shall be used only for the purposes herein set forth.

19. QUIET ENJOYMENT. If Tenant pays the rent and observes and performs the terms, covenants and conditions contained in this Lease, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord, or any other person lawfully claiming by, through or under Landlord unless otherwise permitted by the terms of this Lease. Tenant acknowledges that the exercise by the Landlord of any of the rights conferred on Landlord under this Lease and the entry upon the Premises for or in connection with such purposes shall not be deemed to be a constructive or actual eviction of the Tenant and shall not be considered to be a breach of Landlord's covenant of quiet enjoyment.

20. SURRENDER AND HOLDOVER.

20.1. Surrender. Upon the expiration or termination of this Lease or of Tenant's right to possession, Tenant shall surrender the Premises in a clean, undamaged condition. Tenant shall have the Premises professionally cleaned at the termination or expiration of the Lease, at Tenant's expense Tenant shall not remove permanent improvements that were provided by Landlord at the commencement of this Lease. All fixtures or improvements constructed or installed by Tenant at the Premises shall be the property of Landlord except those items to be retained by Tenant as specifically set forth on **Exhibit D** attached hereto. All HVAC equipment, plumbing fixtures, hot water

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heaters, fire suppression and sprinkler systems, wall coverings, carpeting and other fixtures located in or serving the Premises, except Tenant's items as set forth on **Exhibit D**, whether installed by Tenant or Landlord, shall remain at the Premises at the expiration or termination of this Lease without compensation, allowance or credit to Tenant. Tenant shall promptly remove all personal property and items set forth on **Exhibit D** and repair any damage to the Premises caused by such removal. If Tenant shall fail to perform any repairs or restoration or fail to remove any items from the Premises as required hereunder, Landlord may do so, and Tenant shall pay Landlord the cost thereof upon demand. All property removed from the Premises by Landlord hereunder may be handled, discarded or stored by Landlord at Tenant's expense, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. All such property shall at Landlord's option be conclusively deemed to have been conveyed by Tenant to Landlord as if by bill of sale without payment by Landlord. If Landlord arranges for storage of any such property, Landlord shall have a lien against such property for costs incurred in removing and storing the same.

20.2. Holdover. If Tenant holds over without Landlord's consent, Tenant shall be in Default hereunder without notice or opportunity to cure, and, in addition to any other right or remedy of Landlord, Tenant shall, at Landlord's election, be a tenant at sufferance or a tenant from month-to-month. In either case, all terms and provisions of this Lease shall remain in effect at Landlord's option, except that rent shall be payable monthly in advance at a rate equal to twice the rate in effect immediately before the holdover began. A holdover month-to-month tenancy may be terminated by either party as of the first day of a calendar month upon at least ten days' prior notice. A holdover tenancy at sufferance is terminable at any time by Landlord without notice.

21. BREACH, DEFAULT AND REMEDIES.

21.1. Tenant Default. The following shall constitute a "Default" or "Event of Default" for Tenant:

(a) Tenant's failure to pay rent or any other amount due under this Lease;
(b) Tenant's failure to execute, acknowledge and return a subordination agreement under Section 17.3 or an estoppel certificate under Article 18 within ten days after request; or
(c) Tenant's failure to perform any other obligation under this Lease within thirty days after Tenant receives notice of nonperformance; provided, however, that if the breach is of such a nature that it cannot be cured within thirty days, no Event of Default shall be deemed to have occurred by reason of the breach if cure is commenced promptly and diligently pursued to completion within a period not longer than ninety days; and provided further that, in the event of a breach involving an imminent threat to health or safety, the non-breaching party may by notice reduce the period for cure to such shorter period as may be reasonable under the circumstances.

21.2. Remedies. Upon the occurrence of an Event of Default, Landlord, at any time thereafter without further notice or demand, may exercise any one or more of the following remedies concurrently or in succession:

(a) Terminate Tenant's right to possession of the Premises by legal process or otherwise, with or without terminating this Lease, and retake exclusive possession of the Premises.
(b) From time to time relet all or portions of the Premises. In connection with any reletting, Landlord may relet for a period extending beyond the Term of this Lease and may make alterations or improvements to the Premises without releasing Tenant from any liability. Upon a reletting of all or substantially all of the Premises, Landlord shall be entitled to recover all of its then prospective damages for the balance of the Term measured by the difference between amounts payable under this Lease and the anticipated net proceeds of reletting plus any costs incurred on account of such reletting. Future payments computed in accordance with this section shall be discounted to present value in accordance with accepted financial practices using a discount rate of 4% per annum.
(c) From time to time recover accrued and unpaid rent and damages arising from Tenant's breach of the Lease, regardless of whether the Lease has been terminated, together with applicable late charges and interest at the rate of 18% per annum or the highest lawful rate, whichever is less.
(d) Recover all costs, expenses and attorneys' fees (including without limitation litigation expenses, expert witness fees, and service of process fees) incurred by Landlord in connection with enforcing this Lease, recovering possession, reletting the Premises or collecting amounts owed, including, without limitation, costs of alterations, brokerage commissions, and other costs incurred in connection with any reletting.
(e) Perform any obligation on Tenant's behalf and recover from Tenant, upon demand, the entire amount paid or incurred by Landlord for such purpose plus 20% of the costs incurred (not to exceed $1000) for special

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handling, supervision and overhead, which Tenant hereby acknowledges constitutes reasonable liquidated damages and not a penalty.

(f) Seek injunctive relief, including, if applicable, a mandatory injunction.

(g) Pursue any other remedies available at law or in equity.

Whether or not Landlord terminates this Lease or Tenant's right to possession, Landlord shall have no obligation to mitigate Landlord's damages except if and to the extent required by Wyoming law. If Landlord is required by law to mitigate damages: (a) Landlord shall be required only to use reasonable efforts to relet the Premises, which shall not exceed those which Landlord generally uses to lease other space at the Old Growth Property; (b) Landlord will not be deemed to have failed to mitigate if Landlord leases any other portions of the Old Growth Property before reletting all or any portion of the Premises; and (c) in recognition of the fact that the value of the Old Growth Property depends on the rental rates and terms of leases therein, Landlord's rejection of a prospective replacement tenant based on an offer of rentals below Landlord's then standard rates for new leases of comparable space at the Old Growth Property shall not be deemed to constitute a failure to mitigate.

21.3. Subtenancies. Upon termination of Tenant's right to possession, whether or not this Lease is terminated, at Landlord's election, (a) subtenancies and other rights of persons claiming under or through Tenant shall be terminated or (b) Tenant's interest in such subleases or other arrangements shall be assigned to Landlord, in either case upon delivery of notice of its election by Landlord. Landlord may separately elect termination or assignment with respect to each such subtenancy or other matter.

21.4 Landlord Default; Tenant Remedies

(a) Tenant will give Landlord written notice of any breach by Landlord in the performance of any warranty, covenant or obligation to be kept or performed by Landlord hereunder. If the breach is not cured within thirty (30) days after receipt by Landlord of a written notice from Tenant specifying the breach, or such lesser period of time specified in Tenant's notice as is reasonable in the event of an emergency, Landlord will be in default hereunder; provided, however, if performance reasonably requires more than thirty (30) days or such lesser period of time as is reasonable in an emergency and Landlord commences performance within thirty (30) days or such lesser period of time as is specified in an emergency after notice from Tenant and diligently pursues the matter to completion, Landlord will be entitled to such longer period as may be necessary to perform.

(b) If Landlord is in default hereunder, Tenant may spend such money as is reasonably necessary to cure the default and thereafter bring an action against Landlord to recover the same, together with interest thereon at the rate of twelve percent (12%) per annum from the date of demand on Landlord, and costs and expenses, and reasonable attorneys' fees. In addition to any other means available to Tenant to collect any such judgment, Tenant will have the right to offset the amount of such judgment against any Rent or other sum due under this Lease. Tenant also will have any other remedies to which it is entitled pursuant to applicable law.

(c) Notwithstanding anything contained herein to the contrary, Tenant, in addition to any other remedy which may be available to it, may, if such default remains uncured ten (10) days after a second written notice to Landlord specifying the breach and advising of Tenant's intent to cure and offset costs, perform the same and offset its cost of performance against Rent and/or other sums next coming due under this Lease.

22. LANDLORD LIABILITY. Notwithstanding anything to the contrary in this Lease, neither Landlord nor Landlord's general or limited partners, members, managers, directors, officers, shareholders, employees, agents, beneficiaries, trustees, representatives, successors or assigns (collectively, "Landlord's Affiliates") shall be personally responsible or liable for any representation, warranty, covenant, undertaking or agreement contained in the Lease, and the sole right and remedy of the Tenant or any subsequent sublessee or assignee shall be against Landlord's interest in the Premises. Neither Tenant nor any subsequent sublessee or assignee shall seek to obtain any judgment imposing personal liability against Landlord, Landlord's Affiliates, or their successors or assigns nor execute upon any judgment or place any lien against any property other than Landlord's interest in the Premises.

23. NOTICES. Any notice from one party to the other shall be in writing and shall be deemed duly given if and when mailed by registered or certified mail addressed to Tenant at the address set forth in Section 1.11 or such other address as Tenant may designate in writing to Landlord, and if and when mailed by registered or certified mail to Landlord at the address set forth in Section 1.12 or such other address as Landlord may designate.

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24. BROKERAGE. Tenant warrants and represents that no broker or other person is entitled to claim a commission, broker's fee or other compensation in connection with this Lease except brokers that Landlord may have retained or employed directly. Tenant shall defend, indemnify and hold Landlord harmless from all claims or liabilities arising from any breach of the foregoing representation and warranty.

25. RIGHTS RESERVED BY LANDLORD. Except as expressly provided in this Lease, Landlord reserves all rights of ownership and control over all portions of the Old Growth Property, including without limitation the following:

25.1. Access. Landlord reserves the right to enter upon any portion of the Old Growth Property or the Premises for inspection or other legitimate purposes with 24 hours notice.

25.2. Use. Landlord reserves the right to use (or grant others the right to use) any portion of the Old Growth Property other than the Premises, including without limitation the Common Area, the exterior of all other buildings and improvements and air rights, surface rights and subsurface rights and water rights appurtenant to the Old Growth Property.

25.3. Restriction of Access. Landlord reserves the rights to: (i) prevent or restrict access to any portion of the Old Growth Property by such security procedures or devices as Landlord may consider necessary or appropriate, provided access to the Premises for Tenant's use thereof is not obstructed; (ii) control or prevent access by and remove, any person who is loitering or whose presence in the judgment of Landlord's security or management personnel is prejudicial to the safety, character, reputation and interests of the Old Growth Property or who in the judgment of such personnel is intoxicated or under the influence of liquor or drugs; and (iii) limit or prevent access to all or any portion of the Old Growth Property, activate emergency controls or procedures or otherwise take such action or preventive measures deemed necessary by Landlord for the safety of tenants or other occupants of the Old Growth Property or the protection of the Old Growth Property or other property located thereon or therein, in case of fire or other casualty, riot or other civil disorder, strike or labor unrest, public excitement or other dangerous condition or threat thereof.

25.4. Other Tenants. Landlord reserves the right to lease or sell any portion of the Old Growth Property to such other tenants, occupants or other parties and for such uses as Landlord, in Landlord's sole discretion, deems appropriate. Tenant acknowledges that Landlord has made no representations as to Landlord's continued ownership of all or any portion of the Old Growth Property or the presence of any specific tenant or number or types of tenants at the Old Growth Property as of or after the Commencement Date, hours or days that such other tenants shall or may be open for business.

25.5. Changes. Landlord reserves the right to: (i) change the name of the Old Growth Property and the address or designation of the Premises; (ii) install, maintain, alter and remove signs on or about the Old Growth Property; (iii) add land or other real property interests to or eliminate the same from the Old Growth Property and grant interests and rights in the Old Growth Property to other parties; (iv) add, alter, expand, reduce, eliminate, relocate or change the shape, size, location, character, design, appearance, use, number or height of any permanent or temporary buildings, structures, improvements, kiosks, planters, driveways, landscaped areas and other Common Areas and convert Common Areas to leasable areas and leasable areas to Common Areas so long as Landlord provides substantially equivalent facilities as currently provided on the common areas; (v) enclose any area, remove any such enclosure or add one or more additional levels or stories to other buildings on the Old Growth Property or any portion thereof other than the Premises and add structural supports that may be required within the Premises or Common Areas; and (vi) in connection with the foregoing matters or with any other inspections, repairs, maintenance, improvements or alterations in or about the Old Growth Property or as a result of any casualty, incident, strike, condemnation, act of God, law or governmental requirement or request or other cause, erect commercially reasonable scaffolding, barricades and other structures so long as the same do not interfere with the Tenant's quiet enjoyment of the Premises.

25.6. Limitations. In connection with exercising any rights reserved under this Article 25, Landlord shall: (a) take reasonable steps to minimize interference with access to the Premises except when necessary on a temporary basis; (b) take reasonable steps to avoid materially changing the configuration or reducing the square footage of the Premises, unless required by law or other causes beyond Landlord's reasonable control (and in the event of any permanent material reduction in the area of the Premises the Base Rent and Tenant's Proportionate Share shall be proportionately reduced); and (c) if Landlord enters the Premises in connection with any of the foregoing matters, take

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reasonable steps to minimize any interference with Tenant's business, and following completion of the work, return Tenant's leasehold improvements, fixtures, property and equipment to the original locations and conditions to the fullest extent reasonably possible.

25.7 Agent: The Landlord and the Tenant acknowledge that the Landlord may, from time to time in its discretion, engage a third party (the "Agent") to manage, supervise and operate the Premises or the Old Growth Property. With respect to any Agent engaged pursuant to this paragraph, the Landlord and the Tenant hereby agree that: (1) Agent acts for and represents Landlord in this transaction; (2) Agent may perform without objection from the Tenant, any obligation or exercise any right of the Landlord imposed or given herein or by law and such performance shall be valid and binding, if authorized by the Landlord, as if performed by the Landlord; (3) the Tenant shall pay all rentals to the Agent if directed to do so by the Landlord; (4) except as otherwise provided by law, the Agent shall not be liable to the Tenant for the nonperformance of the obligations or promises of the Landlord contained herein; (5) the Landlord, may, in its discretion and in accordance with any management agreement, remove without replacing or remove and replace any agent engaged to manage, supervise and operate the Premises.

26. GENERAL.

26.1. Severability. If any term, covenant or condition of this Lease, or the application thereof, is to any extent held or rendered invalid, it shall be and is hereby deemed to be independent of the remainder of the Lease and to be severable and divisible therefrom, and its invalidity, unenforceability or illegality shall not affect, impair or invalidate the remainder of the Lease or any part thereof.

26.2. No Waiver or Amendment. The waiver by Landlord of any breach of any term, covenant or condition contained in this Lease shall not be deemed to be a waiver thereof on any subsequent occasion. The subsequent acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant, regardless of Landlord's knowledge of such preceding breach at the time of such acceptance. No term, covenant or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing and signed by Landlord. No alteration, amendment or termination of this Lease shall be binding upon Landlord or Tenant unless in writing and signed by Tenant and Landlord.

26.3. Effect of Payment. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly payment of rent herein stipulated is deemed to be other than on account of the earliest stipulated rent, nor is any endorsement or statement on any check or any letter accompanying any check or payment of rent deemed an acknowledgment of full payment or accord and satisfaction, and Landlord may accept and cash any check or payment without prejudice to Landlord's right to recover the balance of the rent due and pursue any other remedy provided in this Lease, regardless of any attempt to impose binding conditions on such payment by restrictive endorsement on Tenant's check or otherwise.

26.4. Delay. If either party is delayed or hindered in or prevented from performing any term, covenant or act required hereunder by reasons of strikes, labor troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, or other reason whether of a like nature or not that is beyond the control of the party affected, financial inability excepted, then the performance of that term, covenant or act is excused for the period of the delay and the party delayed shall be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay.

26.5. Lender Notice. In the event of a material default by Landlord of a sufficiently serious nature that Tenant considers the utility of the Premises to Tenant to be significantly impaired, Tenant shall forthwith give written notice of the default to Landlord and shall simultaneously send a copy of such notice to the holder of any encumbrance, the name and address of which has previously been furnished in writing to Tenant. If Landlord fails to cure the default within a reasonable time, Tenant shall send a second notice to that effect to the holder of the encumbrance, with a copy to Landlord, and the holder of the encumbrance then shall have a reasonable time, including any period necessary to gain possession of the Premises and in any event not less than thirty days, to cause the default to be remedied.

26.6. No Option. The submission of this Lease for examination or acceptance does not constitute a grant of an option to lease the Premises, and any offer by Landlord to lease the Premises may be revoked at any time prior to the unconditional execution and delivery of this Lease by both Landlord and Tenant.

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26.7. Successors. All rights and liabilities under this Lease extend to and bind the successors and assigns of Landlord and permitted successors and assigns of Tenant. No rights, however, shall inure to the benefit of any transferee of the Tenant unless the transfer has been consented to by Landlord in writing. If there is more than one Tenant, all are bound jointly and severally by the terms, covenants and conditions of this Lease.

26.8. Integration. This Lease and the Exhibits hereto set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the subject hereof, and there are no other covenants, promises, agreements, conditions or understandings, either oral or written, between the parties including any previously negotiated and/or executed letter of intent or similar document.

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

26.10. Governing Law and Venue. This Lease shall be construed in accordance with and governed by the laws of the State of Wyoming. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Lease may be brought against any of the parties hereto in the courts of the State of Wyoming, County of Teton, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Wyoming, and each of the parties hereto consents to the jurisdiction of such court (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

26.11. Time of Essence. Time is of the essence of this Lease and of every part and provision hereof.

26.12. Counterparts. This Lease may be executed in counterparts, which together shall constitute a single instrument. Execution by electronic signature or production of a copy of this executed lease shall be considering an original and legally binding.

26.13. Captions. All captions of Articles and Sections in this Lease are solely for convenience of reference and shall not be considered or referred to in resolving questions of interpretation.

26.14. Beneficiaries. There are no third party beneficiaries to this Lease or any term or provision hereof.

26.15. Standard of Discretion. Any consent, approval or similar action provided for in this Lease must be in writing and may be granted or withheld under a standard of arbitrary discretion, unless otherwise expressly provided.

26.16 Lease Terms Confidential. Tenant (including its employees and members and managers) shall keep all of the terms of this Lease (in particular the amount of Base Rent paid by Tenant) confidential and may only divulge such terms to professional advisors who have a need to know such terms (such as accountants and attorneys).

26.17 Signature in Counterpart/Electronic Signatures. This Lease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Lease. This Lease may be executed by way of facsimile or electronic signature sent via scan or photograph.

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IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Lease as of the Effective Date.

"Tenant"

Persephone Bakery, LLC,
a Wyoming limited liability company

By: _____
Kevin Cohane, Manager

By: _____
Alison Cohane, Manager

"Landlord"

Old Growth, LLC,
a Wyoming limited liability company

By: _____
John Holland, Manager

By: _____
Shelley Holland, Manager

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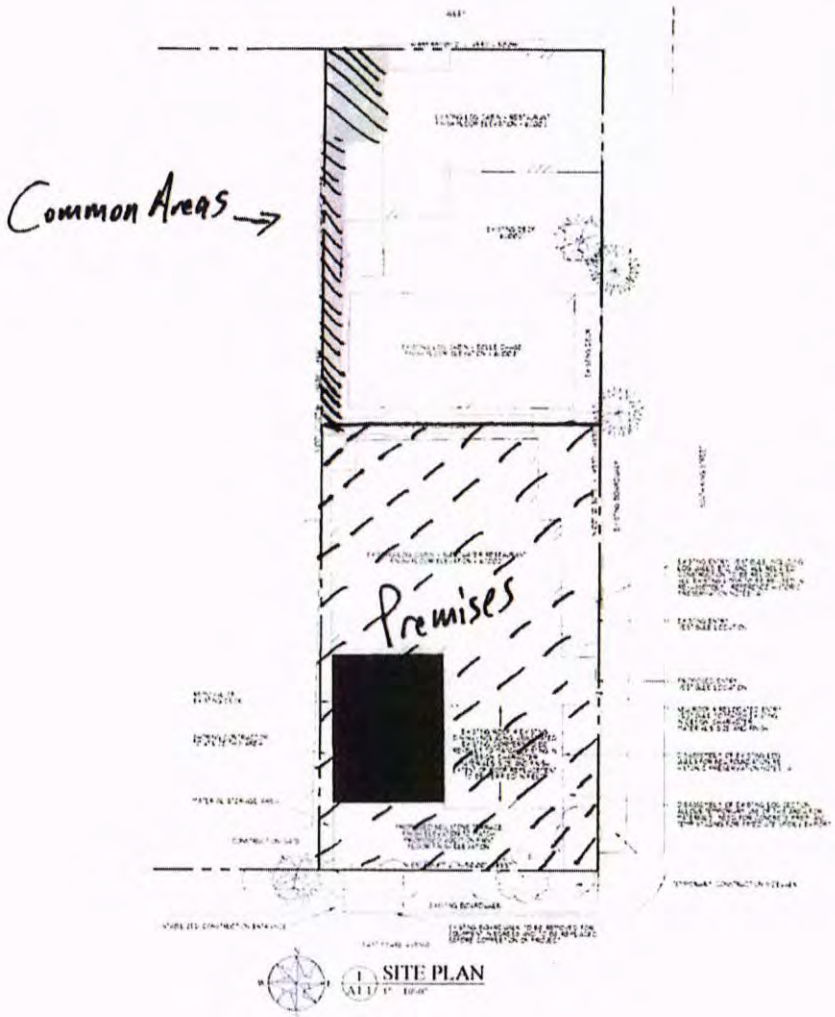
EXHIBIT A

THE PREMISES AND COMMON AREAS

(shown on next page)

SITE LEGEND





1 SITE PLAN
A1.1 1/8" = 1'-0"

HISTORIC PRESERVATION NOTES



SITE NOTES



OLD GROWTH, LLC

83 SOUTH km STREET
JACKSON, WYOMING

DUBBE MOULDER ARCHITECTS

JACKSON
1160 Alpine Lane ste 2a
po box 9217
Jackson, wy 83002
(307) 733-9551

SUN VALLEY
37 North First Unit
po box 160
Ketchum, id 83340
(208) 354-0153

OWNERSHIP & USE OF DOCUMENTS

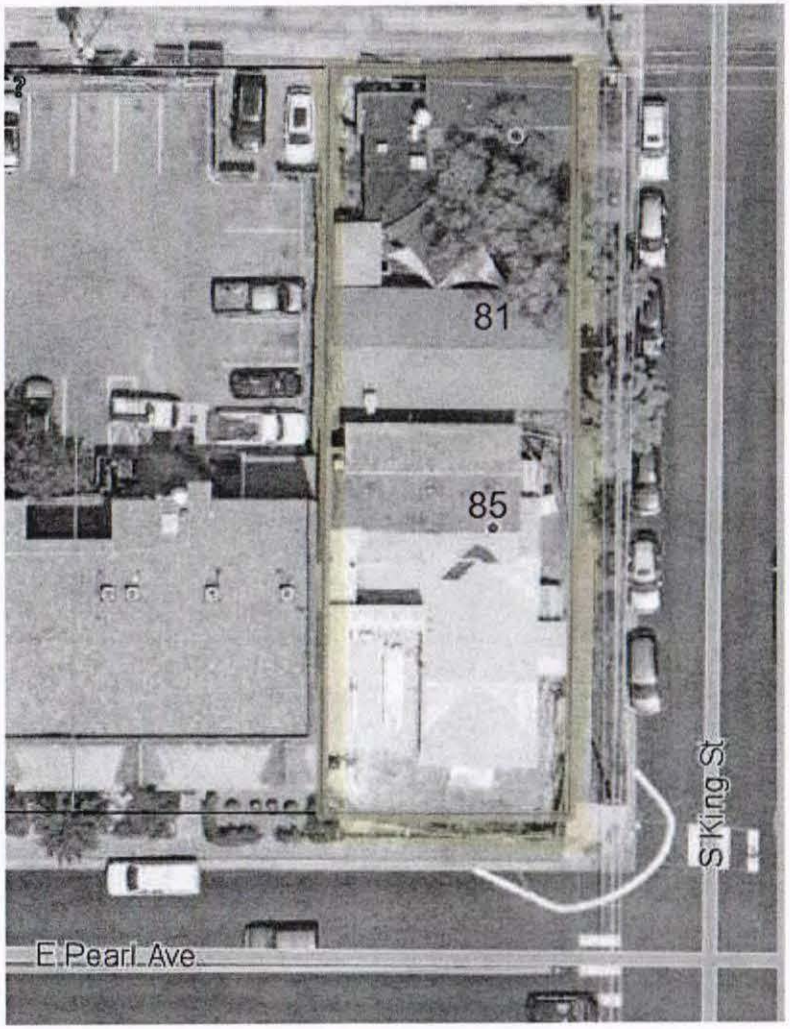


Drawing Title:
SITE PLAN

Set Title	Set Issue Date
PERMIT SET	JUNE 29, 2018
DEMO PERMIT SET	JULY 13, 2018

Drawn By	Checked By
Print Date: SEPTEMBER 11, 2018	Sheet Number: A1.1
Scale: 1" = 10'-0"	
Project Number: 1801	

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Copy to Clipboard | Different map view

- Aerial Photography Date: June 26, 2019

Zoom to parcel(s)

- Parcel: 22-41-16-34-2-05-009
- Clerks records
- Account: R0006524 Property Detail
- Tax Information for OJ-002626
- Map Number: 00102
- Lot: 9
- Owner: OLD GROWTH, LLC — owns full parcel
- MailAddr: PO BOX 12801
- MailAddr: JACKSON, WY 83002
- StAddr: 81 S KING STREET
- Deed: 0949271
- Location: LOT 9, BLK. 1, CACHE-1
- TaxClass: Commercial
- Acreage: 0.17

- Parcel: 22-41-16-34-2-05-009.02
- StAddr: 85 S KING STREET - Separately addressed for Dispatch + Deliveries

Lat / Lon N: 43.47875°, W: 110.76081°
NAD83 UTM Zone 12 X: 519344,
Y: 4814009
Wyoming West NAD83 USft
N: 1414241, E: 2444852

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EXHIBIT B

RESTAURANT RULES AND REGULATIONS

1. Tenant will comply with all ordinances (including any noise ordinances), rules and regulations issued by all governmental agencies whose jurisdiction affects the Premises, or the Old Growth Property. Tenant shall not make any alterations to the Premises without first obtaining all appropriate and necessary governmental permits and licenses and the consent of Landlord as required by its Lease with Landlord. Tenant shall be solely responsible for securing, paying for, and complying with all liquor licenses, health department licenses, and business licenses.

2. When electric wiring of any kind is introduced, it must be connected as directed by Landlord and no stringing or cutting of wires will be allowed, except with the prior written consent of Landlord, and shall be done only by contractors approved by Landlord.

3. No awning or other projections shall be attached to the outside walls of the Premises without the prior written consent of Landlord. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord.

4. The sidewalks, passages, exits, entrances, and stairways shall not be obstructed by Tenant or used by Tenant for any purpose other than for ingress to and egress from their respective premises. All passages, exits, entrances, stairways, balconies and roof are not for the use of the general public and the Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the sole judgment of the Landlord, shall be prejudicial to the safety, character, reputation and interest of the Old Growth Property and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom Tenant normally deals in the ordinary course of business, unless such persons are engaged in illegal activities. Unless making repairs required to be made under the terms of the Lease to heating, ventilation or air conditioning located thereon, neither Tenant nor any employees or invitees of the Tenant shall have access to or go upon the roof of the Building without the prior approval of the Landlord.

5. Water closets and urinals shall not be used for any other purpose other than those for which they were constructed; and no sweepings, rubbish, ashes, newspaper or any other substances of any kind shall be thrown into them. Waste and excessive or unusual use of electricity or water is prohibited.

6. Abnormal amount of trash or garbage generated by either Tenant's initial movement into and occupancy of the Premises, or the purchase of equipment or fixtures placed on the Premises shall be removed by Tenant at its sole cost or expense.

7. Tenant shall not make or permit to be made any loud or offensive noises, keep any foul or noxious gas or substance or other disturbances of any kind in the Premises or on the Old Growth Property. Tenant shall be responsible for insuring that any equipment and machinery is installed in such a manner as to absorb and prevent the transmission of vibration and noise beyond the confines of the Premises so as to not to disturb other occupants of the Old Growth Property.

8. No additional lock or locks shall be placed by Tenant on any door in the Premises, without prior written consent of Landlord. Four (4) keys will be furnished to Tenant by Landlord; two additional keys will be supplied to Tenant by Landlord, upon request, without charge; any additional keys requested by Tenant shall be paid for by Tenant. Tenant, its agents and employees, shall not have any duplicate key made and shall not change any locks. All keys to doors and washrooms shall be returned to Landlord at the termination of the tenancy, and, and in the event of loss of any keys furnished, Tenant shall pay Landlord the cost thereof

9. Tenant shall not use any other method of heating or air conditioning than that provided by the Landlord without first obtaining the written consent of the Landlord

10. No animals (pets included) or birds of any kind shall be kept in or permitted on or about the Premises or any other part of the Old Growth Property.

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11. Tenant shall not be permitted to use or keep explosives, kerosene, or any other illuminating, combustible or explosive material or substance of any kind in the Premises except those products which are generally accepted for everyday cleaning, and except those used in the operation of Tenant's business and used, stored and disposed of in accordance with applicable laws.

12. Tenant shall be permitted to keep food upon the Premises in proper containers, cabinets and refrigerators and in strict accordance with all applicable rules, regulations and ordinances of all local health and sanitation authorities.

13. Tenant shall comply with all Tenant requirements issued and mandated by insurance companies insuring the Old Growth Property.

14. Landlord reserves the right to institute energy management procedures when applicable.

15. No vending, video, amusement machine or machines of any other description shall be installed, maintained or operated upon the Premises without the prior written consent of the Landlord.

16. Landlord shall inspect the Premises prior to the vacation of the Premises by the Tenant and the Tenant shall be responsible for any damage done to the Premises by Tenant in the course of its occupancy or vacation of the Premises.

17. Canvassing, soliciting and peddling in or on the Old Growth Property is prohibited, and Tenant shall cooperate with Landlord to prevent these practices.

18. Landlord hereby reserves to itself any and all rights not granted to Tenant hereunder, including, but not limited to, the following rights which are reserved to Landlord for its purposes in operating the Old Growth Property:

a) the exclusive right to use of the name of the Old Growth Property for all purposes, except that Tenant may use the name as its business address and for no other purpose:

b) the right to change the name or address of the Old Growth Property and the Premises, without incurring any liability to Tenant for so doing;

c) the right to install and maintain a sign or signs on the exterior of the Premises or within the Old Growth Property; and

d) the right to grant to any one the right to conduct any particular business or undertaking within the Old Growth Property.

19. Landlord reserves the right at any time to rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in the Landlord's judgment may, from time to time, be necessary for the safety, care and cleanliness of the Premises, the Old Growth Property or any part thereof, and for the preservation of others herein, subject to any such amendment not adversely affecting Tenant's rights as set forth in the Lease.

20. Tenant shall not use the second floor outdoor deck for any purposes between the hours of 10:00 pm and 7:00 am.

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EXHIBIT C
PERSONAL GUARANTY

In consideration for Landlord's entry into that certain Restaurant Lease dated 10/17, 2018, between Old Growth, LLC, a Wyoming limited liability company, as landlord ("Landlord"), and Persephone Bakery, LLC., a Wyoming limited liability company, as tenant ("Tenant"), for the premises located at 81 S. King Street, Jackson, Wyoming 83001 (the "Lease"), the undersigned (hereinafter, the "Guarantor"), does hereby unconditionally guarantee the payment by Tenant to Landlord, its successors and assigns, of the rental and all other sums (for example, damages to the Leased Property) to become due under the Lease in the manner and at the times specified therein, and the faithful performance by Tenant of all terms, covenants, and conditions of the Lease. This is a continuing guaranty and shall terminate upon payment by Tenant of all rental and other sums under the Lease and upon performance by Tenant of all its duties and obligations under the Lease. If there are more than one guarantor executing this personal guarantee, their obligations hereunder shall be joint and several.

This guaranty shall not be affected by any deviation from or alteration of the terms, covenants, or conditions of the Lease. This guaranty shall not be released, extinguished, modified or in any way affected by failure on the part of Landlord to enforce any or all of the rights or remedies of Landlord, whether pursuant to the terms of the Lease or at law or in equity.

Guarantor hereby waives notice of any default by Tenant in the payment of any of the rental or other sums or performance by Tenant of the terms, covenants, and conditions of the Lease. Guarantor waives demand, presentment, protest, notice of dishonor and any other notices or requirements of a formal or informal nature. Guarantor consents that Landlord may from time to time extend the time for performance or otherwise modify, alter or change the Lease and any and all of its provisions (pursuant to the terms of the Lease) and may extend the time for payment of the rental and all other sums hereby guaranteed and may receive and accept notes, checks, and other instruments for the payment of money made by Tenant and extensions and renewals thereon without in any way releasing or discharging Guarantor from Guarantor's obligations under this guaranty. Notice of presentment of any such note or notes and/or notice of default in the payment thereof at maturity and/or protest or notice of protest thereof is explicitly waived.

Guarantor further consents that it shall not be necessary for Landlord, in order to enforce this guaranty, to institute suit or exhaust its legal remedies against Tenant, or apply or exhaust any security held by Landlord to secure Tenant's performance under the Lease. This guaranty may be immediately enforced upon any default by Tenant under the Lease.

Guarantor agrees to pay, in addition to all sums that may become due under the Lease, all reasonable attorney fees and costs and expenses of enforcement of the Lease and this guaranty.

This guaranty is entered into and requires performance at Jackson, Wyoming. All proceedings with respect to this guaranty shall be commenced only in the State of Wyoming and venue for any dispute shall be in Teton County, Wyoming. Guarantors consent to the jurisdiction of the courts of the State of Wyoming in any action to enforce the terms and conditions of this guaranty. GUARANTOR HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN THE EVENT OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE LEASE.

This guaranty shall inure to the benefit of and be binding upon the parties and their respective heirs, beneficiaries, legal representatives, successors, and assigns. A waiver by Landlord of any right, power or remedy under this guaranty shall not be construed as a bar to or waiver of such right, power or remedy on a future occasion.

The undersigned has executed this guaranty at Jackson, Wyoming, to be effective as of 10/17, 2018.

Signed: _____
Alison Cohane

Signed: _____
Kevin Cohane

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EXHIBIT D

TENANT'S TRADE FIXTURES

Tenant shall have the right to remove those trade fixtures and personal property set forth below at the expiration or earlier termination of the Lease.

All furniture and fixtures not attached to the building including tables, chairs, benches, sofas, lamps, bookshelves, rugs, window treatments, and accessories. All light fixtures, hardware, and furniture attached to the building will remain the property of the Landlord unless there is approval in writing from Landlord before Landlord's Delivery Date.

All operating supplies including glassware, plates, serving platters, small appliances, and silverware.

All major equipment will remain the property of the Landlord

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SECOND ADDENDUM TO RESTAURANT LEASE
(Old Growth, LLC / Persephone Bakery, LLC and Coe, LLC)

This Second Addendum to Restaurant Lease (this "Second Addendum") is made and entered into to be effective as of the 1st day of May, 2020 (the "Effective Date") by and between Old Growth, LLC, a Wyoming limited liability company ("Landlord") and Persephone Bakery, LLC, a Wyoming limited liability company ("Assignor" or "Original Tenant") and Coe, LLC, a Wyoming limited liability company ("Assignee" or "Tenant").

RECITALS

A. Landlord and Original Tenant previously entered into a Restaurant Lease Agreement dated October 17, 2018, amended by a First Addendum to Restaurant Lease dated on or about December 10, 2019, with respect to the Leased Property described herein (the "Lease");
B. Landlord is the owner of the Premises which is located at 81 S. King Street, Jackson, Wyoming, as further described in the Lease;
C. Original Tenant desires to transfer its interests in the Lease to Tenant;
D. Landlord and Tenant desire to modify the Base Rent as further set forth below;
E. As an inducement to enter into this Second Addendum, Landlord requires the personal guaranty of certain member of Tenant as further set forth below; and

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by both parties, Landlord, Original Tenant, and Tenant hereby amend the Lease as follows:

1. **Assignment.** Original Tenant hereby assigns to Tenant all rights, duties, and obligations provided in the Lease, together with Original Tenant's Security Deposit of [redacted]7 and all insurance policies held by Original Tenant pertaining to the Premises. Tenant accepts this assignment and agrees to assume and perform all of the obligations, liabilities, covenants, duties and agreements of the "Tenant" under the Lease. Landlord hereby acknowledges such assignment and releases

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Original Tenant from any and all duties and obligations owed under the Lease that may arise after the Effective Date. Therefore, all references to "Tenant" in the Lease shall be deemed amended to refer to Coe, LLC and Section 1.11 shall be deleted and replaced in its entirety with the following:

Tenant's Initial Notice Address: Coe, LLC
Mailing Address
P.O. Box 4271
Jackson, WY 83001
Physical Address
81 S. King Street
Jackson, WY 83001

2. **Deferral of Rent for April 2020.** The first Base Rent payment owed under the lease was due February 1, 2020, the Commencement Date. Landlord acknowledges receipt of the Base Rent for the months of February 2020 and March 2020. Landlord has agreed to defer collection of Base Rent for the month of April 2020 which sum of [redacted] shall be added to the remaining 117 Monthly Payments of the Lease ([redacted] divided by 117 equals [redacted]). Consequently, beginning May 1, 2020, the Monthly Payment of Base Rent shall be [redacted] ([redacted] plus [redacted] equals [redacted], the "2020 Adjusted Monthly Payment") and equal sums shall be paid each month thereafter up to and including January 1, 2021 when the Monthly Payment of Base Rent shall be adjusted pursuant to Section 5.2 of the Lease.
3. **Clarification of Section 5.2 Increase in Base Rent Based on Cost of Living Index.** The parties agree that Section 5.2 of the Lease is hereby clarified to make certain that annual adjustments to Base Rent should be calculated on the Annual Base Rent of [redacted], as adjusted pursuant to Section 5.2, and not the 2020 Adjusted Monthly Payment. Further, the adjusted Annual Base Rent should then be reduced to a monthly payment to which [redacted] should be added. For example, the Monthly Payment of Base Rent for February 1, 2021 through January 1, 2022 shall be calculated as follows:

   Annual Base Rent of [redacted] times (Index published nearest to February 1, 2021/Index published nearest to February 1, 2020)=Adjusted Annual Base Rent

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Adjusted Annual Base Rent/12=Adjusted Monthly Payment
Adjusted Monthly Payment plus [redacted]8=Monthly Payment of Base Rent for February 1, 2021 through January 1, 2022.

4. **Operating Costs.** The parties agree that Tenant shall pay [redacted] on or before June 1, 2020 for Operating Costs pursuant to Article 6 of the Lease which sum reflects Landlord's billing as of April 30, 2020.
5. **Guarantors:** In consideration for the assignment described in paragraph 1 of this Second Addendum, Landlord requires C Note Management Company, LLC a Minnesota limited liability company ("C Note"), which is a member of Tenant, to guarantee the faithful performance of the Tenant's obligations under the Lease by executing a personal guaranty in the form attached hereto as Exhibit 1. The Personal Guaranty executed on October 17, 2018 by Allison Cohane and Kevin Cohane remains in full force and effect and the obligations of Allison Cohane, Kevin Cohane and C Note under each of their respective personal guaranty shall be joint and several.
6. **Capitalized Terms.** All initial capitalized terms used, but not defined, in this Second Addendum shall have the meaning set forth in the Lease.
7. **Inconsistencies**. Except as modified herein, the parties hereby ratify and confirm the terms and conditions of the Lease. In the event of any inconsistency between the terms of this Second Addendum and the Lease, this Second Addendum shall control.
8. **Governing Law.** This Second Addendum shall be governed by the laws of the State of Wyoming. Defined terms not otherwise defined herein shall have the meanings assigned to such term in the Lease.
9. **Counterparts**. This Second Addendum may be executed in counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one document. Signatures may be exchanged by fax or scanned and e-mailed, which signatures shall be acceptable and binding as if originals. Electronic signatures hereto shall be legally binding.

IN WITNESS WHEREOF, having read and intending to be legally bound by the provisions of this Second Addendum, the authorized representatives of Landlord and

DocuSign Envelope ID: 01666C58-A30F-4566-812E-6D9EA6A4C046

Tenant have signed this Second Addendum to be effective as of the date first set forth above.

LANDLORD:

Old Growth, LLC,
a Wyoming limited liability company

By: DocuSigned by: Shelley Holland
Shelley Holland, Manager

By: DocuSigned by:
John Holland, Manager

ORIGINAL TENANT:

Persephone Bakery, LLC,
a Wyoming limited liability company

By:
Allison Cohane, Manager

By:
Kevin Cohane, Manager

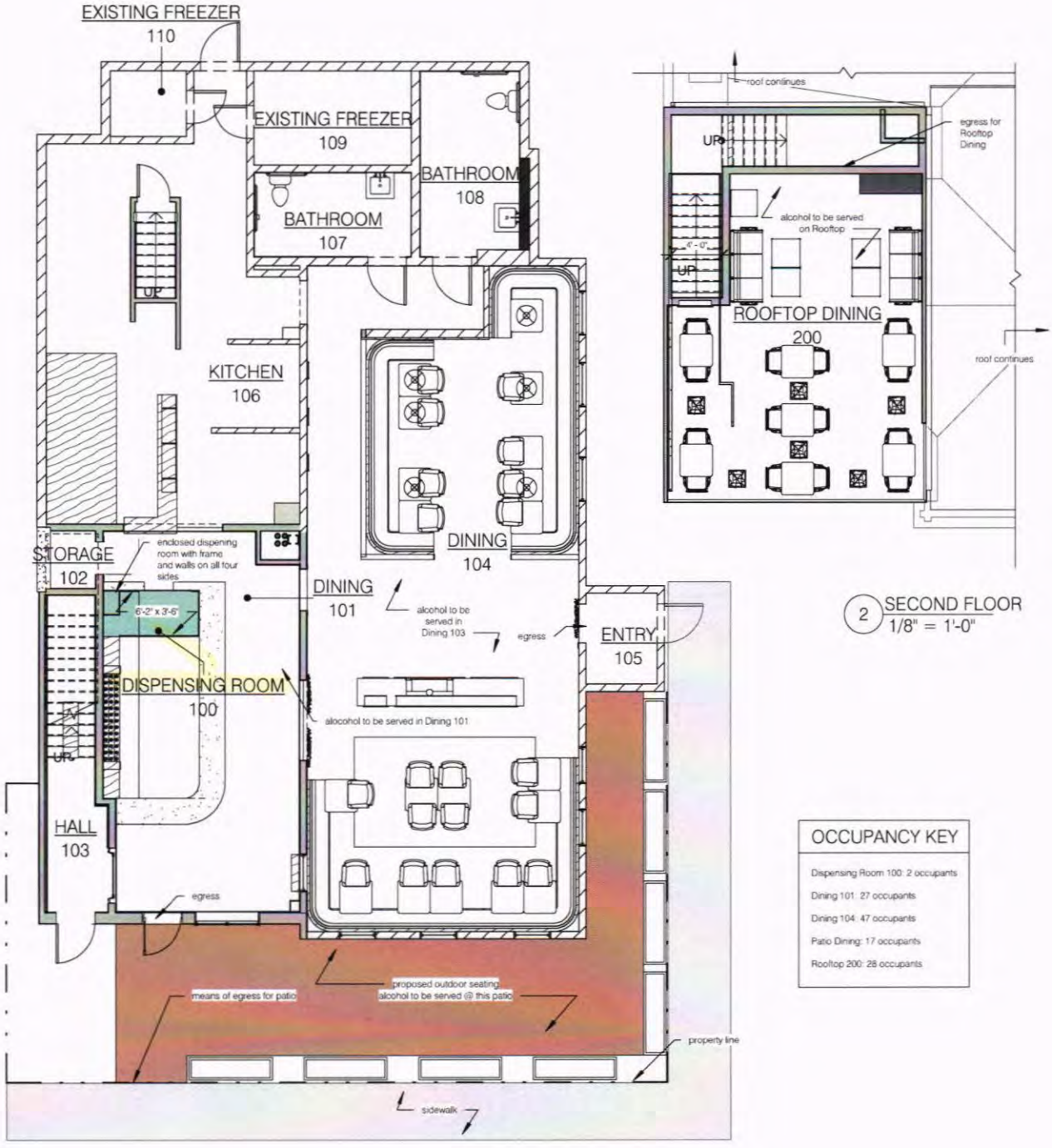
TENANT:

Coe, LLC,
a Wyoming limited liability company

By:
Allison Cohane, Manager

By:
Kevin Cohane, Manager

DISPENSING ROOM
in blue shade



2 SECOND FLOOR
1/8" = 1'-0"

1 FIRST FLOOR
1/8" = 1'-0"

OCCUPANCY KEY
Dispensing Room 100: 2 occupants
Dining 101: 27 occupants
Dining 104: 47 occupants
Patio Dining: 17 occupants
Rooftop 200: 28 occupants

A2.1	Project Persephone at Coe Cabin - Tenant Fit-Out 85 South King Street Jackson, Wyoming 83001	Date 03/11/20	Drawing Title Liquor Permit - Floor Plans	Architect GYDE Architects P.O. Box 4735 Jackson, Wyoming 83001	

FOOD LICENSE IS IN THE WORKS

From: Sara Budge
To: Sandy Birdyshaw
Subject: Kevin Cohane - Coe LLC / Coelette
Date: Monday, March 2, 2020 11:51:24 AM

Sandy,

We have received plans for the Persephone at Coe Cabin at 85 S. King St. We are working with the owners towards a Wyoming Food License.

Thanks,

Sara Budge

Environmental Health Department

MENU

Coelette

POPCORN
CRIMSON JEWEL | HERB POWDER | BUTTERMILK | TOGARASHI | LEMON | BROWN BUTTER

TOAST *
WAGYU "KATSUOBUSHI" TOASTS | HAKUREI TURNIP TWO WAYS| MARCONA | BRIE

RADISHES
SKYR BUTTER | BLACK CURRENT VINEGAR | SPRING LEAVES

"DEVILED EGG" *
GRILLED JIMMY NARDELLO RELISH | SZECHUAN CHILI OIL | BLACK CARAWAY | BENNE

CABBAGE
COOKED IN FAT | HORSERADISH SKYR | SPRUCE OIL | BURNT BREAD | GOAT TOMME

CARROTS
NANTES | HONEY | CORIANDER | SATSUMA JUICE | TOPS

LETTUCES
BLACK BARLEY KOJI VINAIGRETTE

GRATIN
SWISS CHARD | FENNEL | WINTER WINDS CHEESE| BLACK MUSTARD | NUTMEG

SALAD PAYSANNE
ALL THINGS LOCAL

SCHNITZEL
VEAL | WHEY | THRICE CABBAGE SALAD | DEAD GUY MUSTARD

MEATBALLS
LEFSE | SKYR | CUCUMBER | SUMAC

"TARTIFLETTE"
PORK BELLY | TALEGGIO | NEW POTATO | CHICORY SALAD | PLUM VINEGAR

FARCEMENT SAVOYARD
BACON | BREAD | CHICORIES | LEMON | AIGRE DOUX

SWEETBREADS *
OPAL BASIL | COURGETTES | JUNIPER | CIPOLLINE | AIOLI

GOULASH
BEEF | PORK | VEAL | KENNEBEC GNOCCHI | BITTER GREENS

CRISPY VAQUERO BEANS
ALEPPO CHILI | CORIANDER | LIME & ORANGE ZEST

GREEN SPAETZLE
BROWN BUTTER | CHARRED ONION | BULLS BLOOD

CANEDERLI
MIZUNA | MAITAKE | RICOTTA | BRODO



*CONSUMING UNDERCOOKED MEAT OR EGGS MAY INCREASE YOUR RISK OF FOOD BORNE ILLNESS

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

Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information



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

Name	Coe, LLC
Filing ID	2020-000908937
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	04/02/2020 9:19 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

85 South King Street
Jackson, WY 83001

Mailing Address

P.O. Box 4271
Jackson, WY 83001

Registered Agent Address

JH Corporate Services, Inc.
60 E Simpson Ave
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Clint A Langer 40 S. Main Street

Notes

Date	Recorded By	Note

Annual Report History

Num	Status	Date	Year	Tax

Amendment History

ID	Description	Date

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

Liquor License Application
Provide for each person who signed the application

AFFIDAVIT of AUTHORIZATION

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

AFFIDAVIT of UNDERSTANDING

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

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

PRINT

Full Legal Name: Kevin (First Name) Patrick (Full Middle Name) Cohane (Last Name)

[redacted] Male or Female (Circle one)

Date of Birth | Social Security Number | Driver License: State / Number

02/28/20
Date Signed

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 28 day of Feb, 2020.

(SEAL)

GERRIT IZZO
State of Wyoming-Notary Public
County of Lincoln
My Commission Expires
January 31, 2023

Notary Public or officer authorized to administer oaths

Rev 3/17

TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Town Clerk **PRESENTER**: Sandy Birdyshaw

MEETING DATE: July 6, 2020

SUBJECT: **Public Hearing for Transfer of a Retail Liquor License: Virginian Liquor LLC**

STATEMENT/PURPOSE

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

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

BACKGROUND/ALTERNATIVES

This is an application to transfer the ownership of the retail liquor license currently held by Flat Creek Development Company *dba* Virginian Tavern to Virginian Liquor LLC *dba* Virginian Tavern.

After closing, the new property owner will be Virginian Lodge LLC. There is a lease between the property owner, Virginian Lodge LLC and Virginian Liquor LLC, who would be issued the liquor license. The plan of operation remains the same with the addition of a service area on the pool patio in the interior courtyard.

This application has been distributed to the Wyoming Liquor Division, Police Department, Town Attorney, Building and Planning Department, Fire/EMS, and the Town Clerk's office for review, with no concerns brought forward.

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

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

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

COMPREHENSIVE PLAN ALIGNMENT

This application was processed according to Title 12 of the state statutes, and as related to the Comprehensive Plan Policy 8.1.a. the delivery of quality levels of service to the community and the decisions related to temporary liquor permits also have a direct correlation to the health, safety, and welfare of the community as discussed in Section 8.

STAKEHOLDER ANALYSIS

Stakeholders include the Town Council as the local licensing authority who regulate alcohol and malt beverages, owners and employees of Virginian Liquor LLC who will operate under the retail liquor license, patrons of the Virginian who may wish to consume alcoholic beverages, patrons who do not wish to consume alcoholic beverages, Town departments involved with compliance, visitors and members of the public.

FISCAL IMPACT

Upon approval, the $100 transfer fee will be deposited into the Town's general fund. The Virginian's alcohol sales will also generate an undetermined amount of sales tax revenue. The annual renewal for this liquor license is $1,500.

STAFF IMPACT

Staff impact includes review and working closely with the applicant to complete the application package, working with the Wyoming Liquor Division, communicating and working with departments during review, providing a complete staff report, presenting to Council, and if approved, printing and issuing the license. If approved, this license would be included in the Police Department's compliance visit rounds.

LEGAL REVIEW

Ongoing as needed.

ATTACHMENTS

Retail liquor license transfer application

RECOMMENDATION

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

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

1. Approve the application with conditions:
    1) Prior to liquor license issuance, the applicant shall comply with all Town of Jackson Building Codes, Fire, Health & Safety Codes, and the Land Development Regulations, and will have obtained all required permits and approvals from all applicable Town/County departments.
    2) Prior to liquor license issuance, the Town Clerk will receive certification of successful closing of the private transaction.
    3) Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.
2. Deny the application.
3. Postpone action to the next regular meeting.

SUGGESTED MOTION

Staff does not recommend approval or denial on liquor applications; suggested motions are generally stated in the affirmative:

Having considered the Wyo. Stat. §12-4-104(b) statutory factors for this application, I move to approve the transfer of a retail liquor license to Virginian Liquor LLC *dba* Virginian Tavern, subject to the conditions listed in the staff report and further direct the Town Clerk to issue the license upon confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv).

Flat Creek Development Company
d/b/a The Virginian Tavern
P.O. Box 1052
Jackson, WY 83001

June 29, 2020

Mayor and Town Council
Town of Jackson
Jackson, WY 83001

Re: Transfer Retail License Held by Flat Creek Development Company

Dear Mayor and Town Council:

As you know, the Virginian Lodge and RV Park was started by our parents in the 1960s and has remained an integral part of our family—and community—since that time. We are excited by the plans Orion and Waterton have for the property, which is to continue our family's legacy by maintaining the property much as it's always been.

Given the new owners' intentions, we strongly support their application to transfer the current on-site liquor license to an entity they control. The salon and liquor store are a mainstay in this community, and the Virginian just wouldn't be the Virginian without them

To that end, we unequivocally support this transfer, and trust the council will unanimously support the application. But for our age, living outside Wyoming and current issues surrounding travel, we are regrettably unable to attend the hearing in person, so hope this letter is enough of an indication of our support.

Thank you, and please let us know what other information we can provide.

Regards,

Flat Creek Development Company

By: _____
Name: Glenn P. Napierskie II
Title: President

WLD-31 (4/17)

NEW or TRANSFER LIQUOR LICENSE or PERMIT APPLICATION

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

To be completed by Town Clerk

License Fees — # mths___
Annual Fee: $_____.____
Prorated Fee: $_____.____
Transfer Fee: $ 100.00
Publishing Fee: $ 100.00

Local License # _____
Date filed with clerk: 6/11/2020 3:15pm
Advertising Dates: (2 Weeks) 6/24 & 7/1
Hearing Date: 7 / 6 / 2020

License Term: 7 (Month) / 6 (Day) / 2020 (Year) through 3 (Month) / 31 (Day) / 2021 (Year)

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

Applicant: Virginian Liquor LLC, a Wyoming limited liability company

Trade/Business Name (dba): Virginian Tavern

Building to be licensed/Building Address: 750 W. Broadway (Number & Street)
Jackson (City) WY (State) 83001 (Zip) Teton (County)

Mailing Address: PO Box 13308 (Number & Street Name or P.O. Box) Jackson (City) WY (State) 83002 (Zip)

Business Telephone Number: (307) 739-9891 Fax Number: (____)_____

E-Mail Address: Justin Martin <justin.martin@orion-companies.com>

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
Lot 1, Virginian Addition, Plat No. 1129; zoned CR-3 Commercial Residential 3, legal nonconforming hotel use

FILING FOR
- ☐ NEW LICENSE
- ☐ TRANSFER OF LOCATION

FILING IN (CHOOSE ONLY ONE)
- ☒ CITY OF: JACKSON
- ☐ COUNTY OF:_____

FILING AS (CHOOSE ONLY ONE)
- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ LP/LLP
- ☑ LLC
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ORGANIZATION
- ☐ OTHER _____

- ☑ TRANSFER OWNERSHIP
- ☑ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: Flat Creek Development Company

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE:
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☑ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☐ RESTAURANT LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE
- ☐ BAR AND GRILL

LIMITED RETAIL (CLUB):
- ☐ VETERANS CLUB
- ☐ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB

- ☐ MICROBREWERY
- ☐ WINERY
- ☐ DISTILLERY SATELLITE
- ☐ WINERY SATELLITE
- ☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS:
- ☐ CONVENTION FACILITY
- ☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
- ☐ GOLF CLUB
- ☐ GUEST RANCH
- ☐ RESORT

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

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

If not full time, specify:
Months of Operation: from _____ to _____
Days of Week (e.g. Mon through Saturday): from _____ to _____
Hours of Operation (e.g. 10am to 2am): from _____ to _____

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

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

(1) **OWN** the licensed building? ☐ YES (own)

(2) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☑ YES (lease)

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

(A) Lease expiration date 12/31/21, located on page 1 paragraph 2 of lease

(B) Where the **Sales** provision for alcoholic or malt beverages is located, on page 1 paragraph 3 of lease.
(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) ☐ YES ☑ NO

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

   (a) Hold any interest in the license applied for? ☐ YES ☑ NO

   (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☑ NO

   (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☑ NO

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

   _____

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103 (b) ☐ YES ☑ NO

   If "YES", explain: _____

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

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip ***DO NOT LIST PO BOX***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Robert Huggins	[redacted]			New	50%	YES ☐ NO ☑	YES ☐ NO ☑
Lane LaMure				New	50%	YES ☐ NO ☑	YES ☐ NO ☑
John Justin Martin				New	0% (officer)	YES ☐ NO ☑	YES ☐ NO ☑
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

7. BAR AND GRILL LICENSE:

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

8. RESTAURANT LICENSE:

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

_____

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

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

9. RESORT LICENSE:

Does the resort complex:

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

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

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

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

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

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

10. MICROBREWERY LICENSE:

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

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

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

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

11. WINERY LICENSE:

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

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

12. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

13. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

14. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

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

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

15. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b):

(a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO

(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO

(e) Has the club received twenty-five dollars ($25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO

(g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

REQUIRED ATTACHMENTS:

☑ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).

☐ Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).

☒ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii) / W.S. 12-4-403(b) / W.S. 12-4-301(e).

☑ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
) **SS.**
COUNTY OF Teton)

Signed and sworn to before me on this 11th day of June, 2020 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		Robert Huggins	Member, President
2)		Lane LaMure	Member
3)		Justin Martin	VP and Treasurer
4)			
5)			
6)			

Witness my hand and official seal:

MATTHEW W. KIM-MILLER - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES 8/19/21

(SEAL)

Signature of Notary Public

My commission expires: 8/19/21

Flat Creek Development Company
d/b/a The Virginian Tavern
P.O. Box 1052
Jackson, WY 83001

June 9, 2020

Sandy Birdyshaw
Town Clerk
Town of Jackson
P.O. Box 1687
Jackson, WY 83001

Re: Agreement to Transfer Retail License Held by Flat Creek Development Company

Dear Mrs. Birdyshaw, Town Clerk:

This letter is confirmation that Flat Creek Development Company has entered into a Purchase and Sale Agreement dated March 16, 2020 with Virginian Lodge LLC, a Wyoming limited liability company, and Virginian Liquor LLC, a Wyoming limited liability company, as assignees of New West Companies, LLC, a Wyoming limited liability company, as the buyer.

Under this purchase agreement, Virginian Lodge LLC is to purchase the real property of the Virginian, including the property at 750 W. Broadway Avenue, where the liquor license is operated. Virginian Liquor LLC is to purchase the liquor license operated at 750 W. Broadway Avenue. Separately, Virginian RV Park LLC, a Wyoming limited liability company, is to purchase the RV Park land, FYI.

The closing under such purchase agreement is scheduled for August 4, 2020, though it may be extended by the buyer to August 18, 2020.

By signing below, I, an authorized representative of Flat Creek Development Company, confirm that Flat Creek Development Company agrees and consents to the transfer of the liquor license held by Flat Creek Development Company to Virginian Liquor LLC. I represent and confirm that I am an authorized representative of Flat Creek Development Company and have the power and authority to sign this assignment letter.

Sincerely,

Flat Creek Development Company

By:_____
Name: Glenn P. Napierskie II
Title: President

Lease Agreement
between
Virginian Lodge LLC, as Landlord
to
Virginian Liquor LLC, as Tenant
as to
750 W. Broadway

Virginian Liquor LLC, a Wyoming limited liability company ("**Tenant**") is hereby granted a leasehold interest by Virginian Lodge LLC, a Wyoming limited liability company ("**Landlord**") in the property commonly known as 750 W. Broadway, Jackson, WY, legally described as Lot 1 of the Virginian Addition to the Town of Jackson as platted pursuant to Plat 1129 (the "**Leased Premises**")

The term of this Lease shall be from the date of Landlord's acquisition of the Leased Premises until December 31, 2021 (the "**Term**"). Tenant acknowledges and agrees that Landlord is under contract to purchase the Leased Premises from Flat Creek Development Company at a closing on August 4, 2020, which may be extended until August 18, 2020, and the Term of this Lease shall begin automatically upon Landlord's acquisition of the Leased Premises. The Term shall automatically renew for successive one-year periods unless at least 30 days prior to the then-applicable expiration of the Term, a party gives the other party written notice that the Lease shall terminate as of its then-existing Term.

Tenant may use the Leased Premises for any or all of the following: (i) the sale of alcoholic and malt beverages for on-premises consumption, (ii) the sale of alcoholic and malt beverages for off-premises consumption, (iii) the storage of alcoholic and malt beverages for any of the foregoing purposes, and (iv) all uses reasonably ancillary to the foregoing. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all liability in relation to the Tenant's use of the Leased Premises for any of the foregoing permitted uses.

Tenant shall monthly pay Landlord a total [redacted] in relation to the lease of the Leased Premises under this Lease, prorated for any partial periods.

Tenant shall keep all portions of the Leased Premises used by the Tenant in good order, and make all necessary repairs and replacements and perform all necessary maintenance in order to keep the portions of the Leased Premises used by Tenant suitable for Tenant's permitted use hereunder. Tenant shall not have access to any portions of the Leased Premises that are used as hotel rooms without the permission of the then-occupants of such hotel rooms.

Tenant shall not assign, transfer or sublease its interest in this Lease or the Leased Premises without the prior written consent of the Landlord.

Tenant shall not permit any liens or encumbrances to attach to the Leased Premises by virtue of Tenant's operations at the Leased Premises.

Tenant shall at all times comply with all applicable laws in relation to its operations at the Leased Premises.

Upon any condemnation or casualty that makes the Tenant's use of the Leased Premises impracticable or impossible, either party may terminate this Lease by written notice to the other.

This Lease may be executed in counterparts.

IN WITNESS WHEREOF, the parties have entered into this Lease as of June 10, 2020.

LANDLORD:

Virginian Lodge LLC, ā Wyoming limited liability company

By:_____
Name: Robert Huggins
Its: President

TENANT:

Virginian Liquor LLC, a Wyoming limited liability company

By:_____
Name: Robert Huggins
Its: President

usbank

All of us serving you®

June 11th, 2020

Re: Virginian Liquor LLC

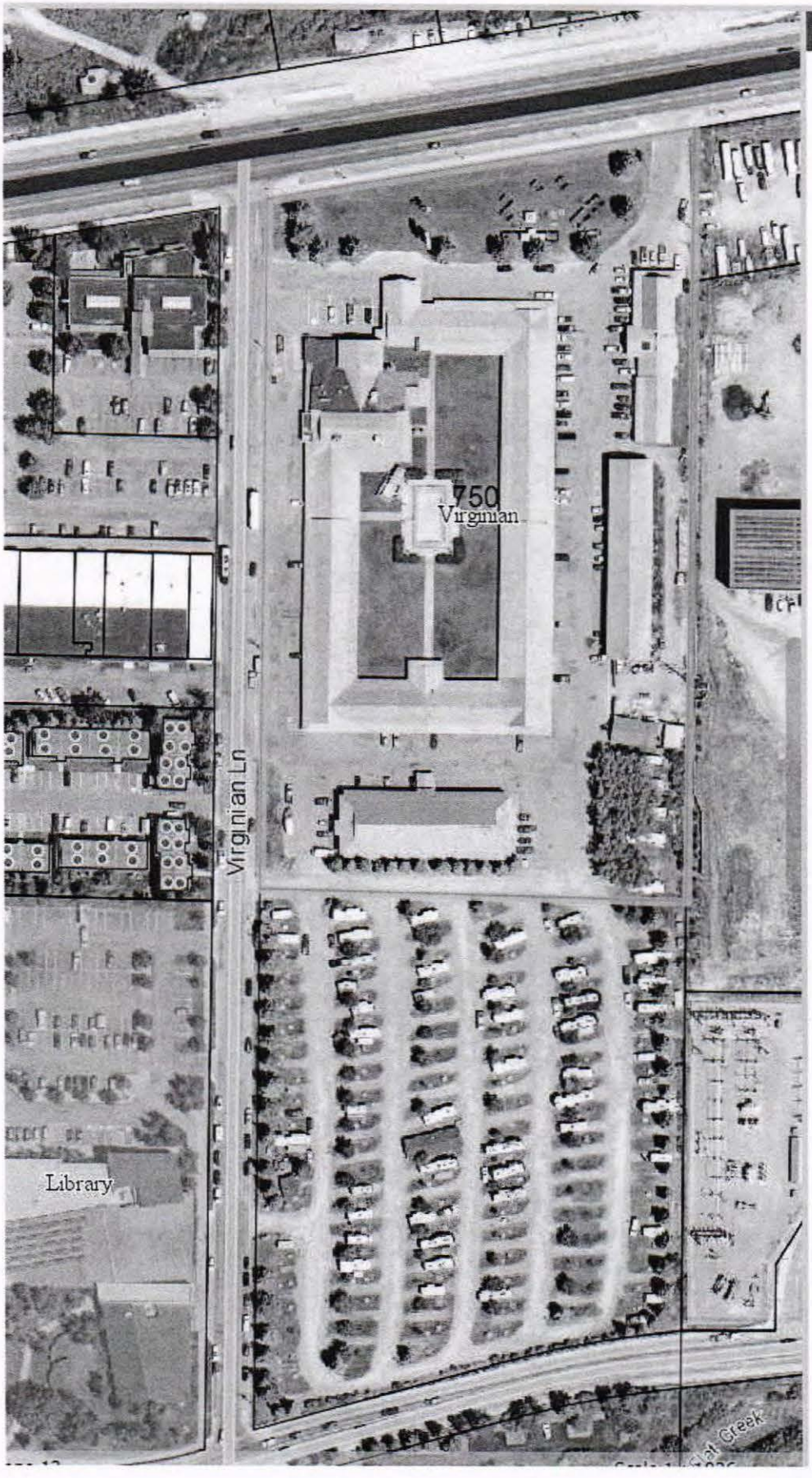
To Whom It May Concern:

This letter is to certify that our institution has an active account for Virginian Liquor LLC, and that the account is in good standing. Please feel free to call me with any questions.

Regards,

William H. Harrop V
(307) 732-9893
Private Bank, U.S. Bank
Jackson, WY 83001

GIS



Layers | Info

Copy to Clipboard | Different map view

- Aerial Photography Date: June 28, 2019

Town of Jackson Zoning

- Zoning: CR-3
- LDR Section: 2.2.13

1 Parcel(s) Zoom to parcel(s)

- Parcel: 22-41-16-33-2-06-001
- Clerks records
- Parent Parcel
- Account: R0005557 Property Detail
- Tax Information for OJ-006254
- Map Number: 01129
- Lot: 1
- Owner: FLAT CREEK DEVELOPMENT CO.
- MailAddr: PO BOX 1052
- MailAddr: JACKSON, WY 83001-1052
- StAddr: 750 W BROADWAY AVENUE
- Deed: MF38 CONV 1286
- Location: LOT 1, VIRGINIAN ADDITION (VIRGINIAN LODGE)
- TaxClass: Commercial
- Acreage: 7.79

Lat / Lon N: 43.47350°, W: 110.77813°
NAD83 UTM Zone 12 X: 517944,
Y: 4813422
Wyoming West NAD83 USft
N: 1412365, E: 2440237

Plan of Operation

Liquor License Application
Type: Retail

Applicant: Virginian Liquor LLC, a Wyoming limited liability company

DBA: Virginian Tavern

Describe how the premises will be operated, what is the nature of the business?

Retail liquor sales for off-site consumption; liquor sales at the saloon for on-site consumption, liquor sales at the conference room, lobby, and interior courtyard/poolside within the 750 W. Broadway building.

What type of alcoholic beverages will be available to customers?

Beer and malt beverages, wine and liquor.

Describe the process that a customer will follow to order alcohol or malt beverages, and how an employee will prepare and deliver an alcoholic beverage to the customer.

Retail: liquor will be available for purchase at the counter or through the existing drive-through liquor sales venues, and at each, employees will assist and facilitate retail liquor sales. Orders may also be placed by telephone or email, where customers will then come to the building to complete the purchase. Saloon/on-site: bartenders or waitstaff will take orders, and bartenders will prepare the drinks and complete the sales. Wine purchased in the retail store can be consumed in the saloon with a corakge fee.

What is the official building capacity? Saloon: 129; conference room: 370

Do you plan to serve alcohol outside on a deck or patio? Yes at the interior courtyard/pool.

If so, include a sketch or site plan showing the outside area.

If so, describe the outside area, including egress: Please see attached site plans, which include egress through from the interior courtyard/pool through the building.

What is your plan to keep customers from leaving with open alcohol containers?

Staff members will monitor the service areas, and signage will exist to prevent open containers from leaving the premises in violation of law.

Provide the names of up to three (3) people who should receive communication from the Town and Police Department related to liquor operations:

	Name	Position/Title	Email
1)	John Justin Martin	VP and Treasurer	<justin.martin@orion-companies.com>
2)	Ben Goldberg	Attorney	<ben.goldberg@orion-companies.com>
3)	Robert Huggins	President	<robert.huggins@orion-companies.com>

Prepared by: John Justin Martin Date: 6/11/20

N

= service areas

VIRGINIAN ROOM MAP (queen building)

Internet
User ID: guest
Password: wilderness

Maintenance Shop

361	359	357	355	353	351		349	347	345	343	341	339	337
261	259	257	255	253	251			247	245	243	241	239	237
260	258	256	254	252	250	Ice Coke		246	244	242	240	238	236
360	358	356	354	352	350			346	344	342	340	338	336

mix of double & King is a

421	408	Jaccuzi
queens 420	407	
419	406	
418	405	
417	404	
	Ice Coke	
queens 416	Coin Laundry	
415		
414	Hair Salon	
412		
411	403 ADA	queens
410	402 ADA	
queens 409	401 ADA	

157	152	
155	150	
153	148	
151	146	
149	144	
147	142	

159	161	163	165	S 167	S 169	S 171	S 173
154	156	158	160	162	164	166	168

Ice

170	175
172	177
174	179
176	181
178	183
180	185

145	140
143	138
141	136
139	134
137	132
135	130

182A	187A
182	187
184	189
186	191
188	193
214	195
192	197

POOL
Hours:
10:00 a.m. - 10:00 p.m.
(Summer Only)

Hot Tub

Hours:
10:00 a.m. - 10:00 p.m.
Open all year

133	128
131	126
129	124
127	122
125	120
123	118

194	201
196	203
198	205

Convention Center

Saloon
Hours:
10:00 a.m.
- 2:00 a.m.

Restrooms

Liquor Store
Hours:
Mon.-Thurs.
9:00 a.m. - 10:00 p.m.
Fri.-Sat.
9:00 a.m. - 11:00 p.m.
Sun.

106	104	102
105	103	101

100

Ice Vending

Lobby

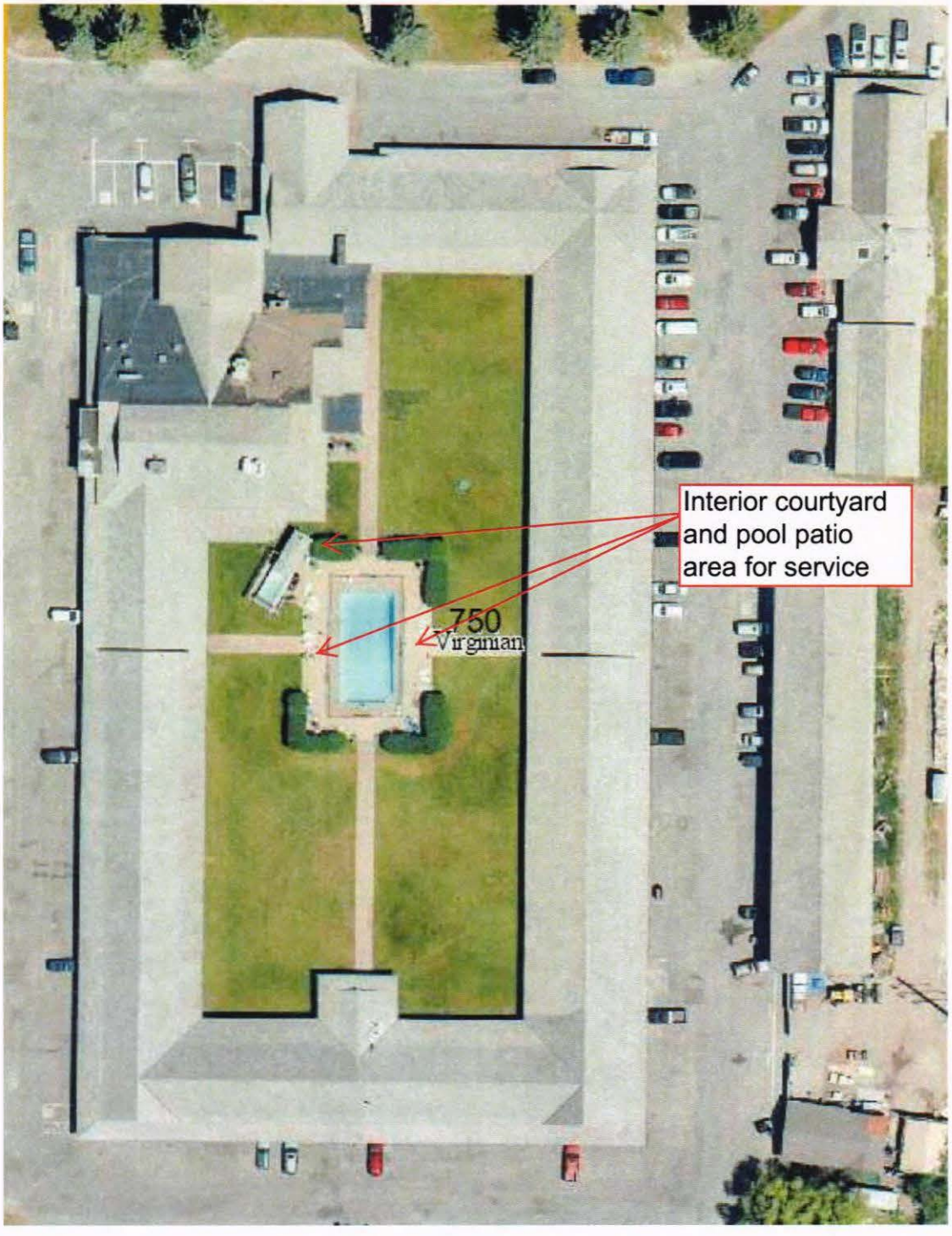
121	116
119	114
117	112
115	110
111	108
109	107

Old Faithful Tours

Restaurant

Hours:
6:30 a.m. - 2:00 p.m.

■ double
King
mini suite
■ 2 bdroom
* manager suite


Interior courtyard and pool patio area for service
750
Virginian

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

Liquor License Application
Provide for each person who signed the application

AFFIDAVIT of AUTHORIZATION

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

AFFIDAVIT of UNDERSTANDING

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

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

PRINT

Full Legal Name: John (First Name) Justin (Full Middle Name) Martin (Last Name)

[redacted] Male or Female (Circle one)

Date of Birth / Social Security Number / Driver License: State / Number

6/11/20
Date Signed

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 11th day of June, 2020.

(SEAL)

MATTHEW W. KIM-MILLER - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES 8/19/21

Notary Public or officer authorized to administer oaths

Rev 3/17

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

PRINT

Full Legal Name: Lane (First Name) Todd (Full Middle Name) LaMure (Last Name)

[redacted] Male or Female (Circle one)

Date of Birth | Social Security Number | Driver License: State / Number

6/11/20
Date Signed

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 11th day of June, 2020.

(SEAL)

MATTHEW W. KIM-MILLER - NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES 8/19/21

Notary Public or officer authorized to administer oaths

Rev 3/17

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Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
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Liquor License Application
Provide for each person who signed the application

AFFIDAVIT of AUTHORIZATION

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

PRINT

Full Legal Name: Robert (First Name) McLaren (Full Middle Name) Huggins (Last Name)

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

6/1/2020 (Date Signed)

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 14th day of June, 2020.

(SEAL)

MATTHEW W. KIM-MILLER - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES 8/19/21

Notary Public or officer authorized to administer oaths

Rev 3/17

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

Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

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

Name	**Virginian Liquor LLC**
Filing ID	**2020-000920807**
Type	Limited Liability Company
Status	Active

General Information

Old Name	
Fictitious Name	
Sub Type	
Formed in	Wyoming
Term of Duration	Perpetual
Sub Status	Current
Standing - Tax	Good
Standing - RA	Good
Standing - Other	Good
Filing Date	06/04/2020 11:18 AM
Delayed Effective Date	
Inactive Date	

Principal Address

30 S, Wacker 36th Floor
Chicago, IL 60606

Mailing Address

30 S, Wacker 36th Floor
Chicago, IL 60606

Registered Agent Address

C T Corporation System
1908 Thomes Ave
Cheyenne, WY 82001

Parties

Type	Name / Organization / Address
Organizer	Jennifer Kupietz 30 S, Wacker 36th Floor, Chicago, IL 60606

Notes

Date	Recorded By	Note

Annual Report History

Num	Status	Date	Year	Tax

Amendment History

ID	Description	Date

TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Legal **PRESENTER**: Lea Colasuonno

MEETING DATE: July 6, 2020

SUBJECT: Licensing Agreements for AT&T Small Cell Locations and Ordinance T

STATEMENT/PURPOSE

The purpose is item to for Council to review three proposed agreements:

1. A Franchise Agreement between the Town of Jackson and AT&T (Ord T);
2. A Master License Agreement between Town of Jackson and AT&T; and
3. A Consent Agreement between the Town, AT&T and Lower Valley Energy.

BACKGROUND/ALTERNATIVES

In recent years wireless communications has undergone rapid technological development and, with it, vast and fast legal change instituted by the Federal Communications Commission (FCC) has swept municipal law. In 2014 and 2015 there was robust change to cell tower macro sites – the tall structures that dominated the industry – and the Town addressed those with a Land Development Regulation in 2015. More recently, smaller wireless technology, encompassed in the term "Small Wireless Facilities," a term of art specifically defined by the FCC, has been rapidly developed and deployed worldwide. Recognizing this, in 2018, the FCC issued orders concerning these facilities requiring, among other things:

- Applications for "Small Wireless Facilities" (as those are defined by the FCC) be processed within either 60 days (for existing facilities) or 90 days (for new facilities).
- For all Small Wireless Facility applications received, municipalities provide an initial incompleteness determination within 10 days.
- All permits and authorizations for Small Wireless Facilities be approved or denied within the applicable time period unless the applicant agrees to a different time frame. This includes all types of permits, and if applicable, a franchise and a license agreement to use municipal infrastructure.
- All permit fees be reasonable and cost based.
- Municipal regulation of the aesthetics of Small Wireless Facilities be reasonable, no more burdensome than on other infrastructure, objective, and published in advance. The deadline for such regulations was April 15, 2019.

When these FCC orders regulating Small Wireless Facilities were issued the Town enacted regulations, as strict and protective as possible within the confines of the FCC orders, regarding aesthetics, character, and dimension. Specifically, the Town enacted its Wireless Telecommunication Facility Design Standards ("Design Standards") in April 2019. The Design Standards are uniform, include only three types of Small Wireless Facilities (Types I, II, and III), and if an application to construct a Small Wireless Facility complies with them, it is processed at the staff level.

AT&T was the first company to contact the Town about constructing Small Wireless Facilities. The agreements before Council are required in order for AT&T to develop Small Wireless Facilities within the Town and each one governs a different relationship between AT&T and the Town.

1. The proposed Franchise Agreement is between the Town and AT&T, is required by state statute, and governs the overall relationship between the parties for AT&T to install small cell infrastructure within the right-of-way of the Town. It is akin to the franchises required for each and every utility company that operates in the right-of-way – recent examples of which include CenturyLink and Charter.
2. The proposed Master License Agreement is between the Town and AT&T, is required by the Town as the owner of structures (poles, streetlights, etc.), and governs the specific relationship between the parties in the Town's role as lessor and AT&T's role as lessee.

3. The proposed Consent Agreement is between the Town, AT&T and Lower Valley Energy, is required by the Town, and governs the relationship when AT&T places small cell infrastructure on Lower Valley Energy structures.

COMPREHENSIVE PLAN ALIGNMENT

Comp Plan Section 4. Town as the Heart of the Region - The Central Complete Neighborhood:

- Enabling and optimizing communications in the Town core supports the goal of concentrating development and activity in the Town by "improving the quality of life in Town and the economic stability and service delivery for the entire community."

Section 6. A Diverse and Balanced Economy:

- The Comp Plan envisions "developing a sustainable, vibrant, stable and diversified local economy" with specific goals that include "enhancing tourism as the basis of the economy, encouraging local entrepreneurial opportunities, facilitating viable local businesses, [and] ensuring year-round economic viability." Developing, maintaining and improving wireless communication infrastructure within the Town is fundamental to each of these goals.

Section 7. Multimodal Transportation:

- Alternative transportation, such as rideshare vehicles, bikeshares, and large-scale mass transit, is a critical component of the Comp Plan. These alternative transportation modes all require wireless communication networks, making investment in and improvement of the Town's wireless infrastructure a critical step in achieving this Comp Plan goal.

Section 8. Quality Community Service Provision:

- This Comp Plan section opens with the statement that "life-safety, educational, social, cultural and recreational services [are] central to residents' Quality of Life and a visitor's experience," and specifically highlights the need for "the efficient, timely, and safe delivery of critical utilities and services, such as police, fire protection, emergency medical treatment, and water and sewer services." All of these services rely on wireless communication networks to operate, thus achieving this goal involves increasing the Town's current wireless infrastructure.

STAKEHOLDER ANALYSIS

The stakeholders involved in this issue include the public generally, the business community, and visitors.

FISCAL IMPACT

The foreseeable fiscal impacts of this item are:

- Recurring fees from use of the ROW (annual franchise and licensing fees). The Town has negotiated the maximum rate – $270 per pole per year – allowable under federal law at this time and has included a clause that, should the federal law change, the Town will receive the maximum amount per pole per year then allowed.
- Individual permit fees (one-time Encroachment Permit Application fees).
- Ongoing legal consultant costs.

STAFF IMPACT

Staff impact to date has been significant over the course of the year and was concentrated in the Legal Department. Some consultation with the Planning Director and Town Engineer has also occurred on various technical issues of the Franchise and Master License Agreement.

After execution of the agreements, staff expects significant long-term impacts in the Planning and Legal Departments and the Engineering Division of Public Works, including impacts from franchise renewal (mostly Legal Department), new application processing (all three departments), and management of maintenance and repair of the facilities located in the right-of-way (mostly the Engineering Division and Legal Department).

LEGAL REVIEW

Ongoing as Needed.

ATTACHMENTS

Master License Agreement
Consent Agreement
Ordinance T

RECOMMENDATION

Staff recommends approval of the franchise ordinance and execution of the Master Licensing and Consent Agreements.

SUGGESTED MOTIONS

Agenda Item V.A.3. Licensing Agreements for AT&T Small Cell Locations

I move to approve and authorize the Mayor to execute the Consent Agreement and Master License Agreement with AT&T, subject to any minor changes as required by the Town Attorney.

Agenda Item VII.A. Ordinance T

I move to approve Ordinance T on first reading.

MASTER LICENSE AGREEMENT FOR ATTACHMENTS TO LICENSOR FACILITIES

THIS MASTER LICENSE AGREEMENT FOR ATTACHMENTS TO LICENSOR FACILITIES ("**License**"), made and entered into this ___ day of _____ ,_____, (the "Effective Date") by and between the Town of Jackson, a municipal corporation of the State of Wyoming, with its principal offices located at 150 East Pearl Ave., Jackson WY 83001, (hereinafter referred to as "**Licensor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company (hereinafter referred to as "**Licensee**") a corporation with business headquarters at 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (collectively referred to as the "**Parties**").

WITNESSETH

1. PROPERTY TO BE LICENSED

The Licensor owns certain vertical structures which may be capable of accommodating Licensee's facilities (the "Licensor's Facilities"). Per the terms and conditions as hereinafter set forth, Licensor does hereby agree to license unto Licensee a non-exclusive right to use Licensor's Facilities appropriate for the placement of certain wireless equipment necessary for Licensee's operation of its wireless communications facilities including but not limited to fiber optic and coaxial cables, antennas, receivers and transceivers, mounting hardware, power supplies, grounding or bonding wires and other equipment which may be owned by Licensee or Licensee's customers subject to the limitations herein ("Licensee's Equipment"). The right of use is subject to the terms and conditions set forth in this License, and requires the execution of a Schedule A for Licensee's use of any Licensor Facilities, which Schedule shall identify specifically the property to be licensed (including any structure that will be used and any real property that will be used), the location of the property, the Licensee's Equipment that will be permitted to be placed at or near the property, the design and location of those facilities, the conditions upon, and the means of access to, the property and Licensor's Facilities, the compensation for the site license, and any special conditions on the use of the property. Once a Schedule A becomes fully executed, the property licensed to Licensee and identified in Schedule A shall be hereinafter referred to as the "Premises." Any fully executed Schedule A is made a part hereof for all purposes. The decision to issue a Schedule A shall be at the Licensor's discretion.

2. TERM

The License shall be for an initial term of five (5) years, commencing on the date that this Agreement is fully executed by both Parties ("Effective Date") and ending on the fifth (5th) anniversary of the Effective Date, provided that, without limiting the other provisions of this License related to termination, the License shall terminate if the Franchise Agreement, or if any material terms of that agreement (or any schedule thereto) or this License are unenforceable, or if any authorization Licensee requires to maintain or operate its wireless facilities expires or is terminated. Unless otherwise terminated as specified herein, this License shall automatically renew for up to three (3) additional five (5) year terms, unless either party notifies the other Party of its intent to terminate the License at least one hundred eighty (180) days before the termination of the then current term; or for any particular Premises, if the parties are unable to agree to terms for compensation for continued use. Terms governing the use of, and the conditions under which third parties may own equipment on the Premises are material.

3. AUTHORIZED USE

Licensee shall use the Premises only for purposes authorized under its Franchise Agreement. Licensee agrees to inform Licensor if Licensee needs to abandon or vacate the Premises during the term hereof. In

the event that Licensee abandons or vacates the Premises, Licensee's obligation to remit Rent shall terminate on the date that Licensee has removed Licensee's Equipment from the Premises, restored Licensor's Facilities and other property affected by the use of the Licensor's Facilities to its prior condition, as required herein and complied with any special conditions that may apply to any particular Licensor Facility. Licensee agrees not to use the Premises and not to permit them to be used by its employees, customers, agents, or contractors in violation of the Franchise Agreement or any law, ordinance, or regulation of any governmental body or authority having jurisdiction thereof.

No toxic materials may be stored or used at the Premises unless specifically identified and permitted under Schedule A, and subject to such additional indemnities, and assumptions of liability as Licensor may decide are appropriate.

Licensee's use of the Premises is secondary to use by Licensor, and shall not prevent use of the Premises for other purposes or interfere with the primary uses of the Licensor's Facilities. If the Licensor determines that it is in its interest to alter the Premises, or to remove Licensor's Facilities to which Licensee's Equipment is attached, Licensor may require Licensee, at Licensee's sole cost and expense, to relocate or otherwise reconfigure Licensee's Equipment on the Premises, or may terminate any respective Schedule A as it relates to a specific Licensor Facility, with not less than One Hundred Eighty (180) days prior written notice, or sooner if an emergency situation exists. Licensor shall cooperate with Licensee to find an alternative Licensor Facility to which Licensee's Equipment may be attached. In all events, Licensee shall promptly remove Licensee's Equipment at its expense. Licensee is responsible for all activities associated with its use of the Premises, and without limitation shall ensure that those activities are conducted in a manner that does not cause interference with any Licensor communications system, or any public safety communications system associated with the Premises.

Without limitation, Licensee must clearly identify by signage approved by Licensor, any hazards created by Licensee's Equipment to persons who may access the Premises. Licensee will immediately cease operations of any of Licensee's Equipment upon Licensor's request as Licensor deems appropriate to permit it or any public agency, or anyone authorized by them, to perform work upon or near the Premises. Licensee shall provide Licensor access to a disconnect box at the Premises that will permit Licensor to shut down Licensee's equipment as Licensor deems appropriate to permit it or any public agency, or anyone authorized by them, to perform work upon or near the Premises, under circumstances where Licensee cannot be asked to shut down its Facilities, or Licensee fails to do so.

Licensee may not attach to any Licensor Facilities, including those on Schedule A, until it has provided a complete description and cost estimate for the work associated with the use of the Licensor Facilities, including costs and work associated with providing electricity to the Premises; all structures have been certified as safe for use at the location specified (e.g., where a breakaway pole is required, a breakaway pole is proposed; where there is an applicable setback recommendations for road placement, those recommendations are satisfied); and all necessary permits have been obtained.

4. RENT

a. Initial Rents. The rents for use of Licensor Facilities shall be established in the applicable Schedule A, and shall be set by mutual agreement of the Parties, except as specified herein. For Licensor's Facilities in the right-of-way on Public Street Lights or Traffic Signals as defined herein in Section 21, rents shall be charged as provided in this Section. To the extent that Licensor consents to the attachment of any Licensee's Equipment to a Licensor Facility, Licensor shall require rent in the amount of Two Hundred and Seventy

Dollars ($270.00), per year per pole for each approved attachment that is a small wireless facility. For purposes of calculating rent and payments associated therewith, a "year" is from January 1 to December 31 annually. Only Equipment owned, maintained and operated by Licensee may be placed upon any Licensor Facility or associated property pursuant to this agreement. If there is a modification to the Licensor Facility or Licensee's Equipment such that the facility is no longer a "small wireless facility" Licensor shall be entitled to additional, mutually agreed compensation which compensation must be agreed upon prior to modification. Rent shall be adjusted annually based on the percentage increase in the annual average CPI-U for the West Region, with the 2020 annual average serving as the reference period and with the first adjustment being made for the year beginning January 1, 2021.

b. Rent Adjustments. Licensor reserves the right to further adjust this fee, effective on or at any time after January 1, 2021, if based on a study of its actual costs, an adjusted fee is a reasonable approximate of costs, the costs are reasonable, and are non-discriminatory. Licensor also may adjust the fee to any lawful amount, at any time after judgment enters in the appeal of FCC's Order In the Matter of Accelerating Wireless Broadband Deployment By Removing Barriers to Infrastructure Investment, FCC 18-133, WT Docket No. 17-79, 85 FR 51867 (Oct. 15, 2018), or if the FCC modifies that Order, and such judgment or modification permits a fee to be charged that is not based on cost. In the event Licensor conducts a study prior to any fee adjustment, Licensor must provide to Licensee any study and a breakdown of actual costs considered resulting in a fee adjustment and Company shall reimburse the Town for a proportional share of the costs of conducting such study, based on the number of wireless franchisees whose compensation for use of the rights-of-way for placement of wireless telecommunications facilities is based on cost. If after implementation of the adjusted fee, applicable law is modified so that the increased fee rate must be changed to comply with a change in applicable law ("Change of Law"), then the parties agree to promptly amend this Agreement to revise the increased fee consistent with such Change of Law effective as of the date the Change of Law occurred, which fee may increase, or decrease. If the parties cannot reach agreement, the parties shall be deemed to have agreed that the Town is entitled to collect the maximum amount that may be collected consistent with applicable law.

c. Time for Payments. The annual rent due for use of or attachment to any Licensor Facility shall be paid in accordance with this paragraph. On the first day of the month following approval of a Schedule A, for any Facility, Licensee shall pay Licensor a prorated rent for the calendar year in which approval occurs. The calculation for the prorated year shall be: the annual rent divided by twelve (12), multiplied by the remaining months in the year of approval. Thereafter, on July 1 of every year, Licensee shall pay Licensor the annual rent owed for the use of Licensor's Facility. For each additional use or attachment for which additional rent may be required consistent with Section 4.a., Licensee shall pay a prorated rent from the date of installation for the calendar year in which the installation occurs. The calculation for the prorated year for the attachment shall be: the annual rent divided by twelve (12), multiplied by the remaining months in the year. Thereafter, on July 1 of every year, it shall pay the Licensor the rent owed for the additional attachments or users. If Licensee ceases to use a Licensor Facility, Licensor will rebate an allocable portion of the rent paid in advance, based upon the date all of Licensee's Equipment are removed, and the Premises restored in accordance with this License.

d. Notwithstanding the foregoing, if the licensed wireless telecommunications facility is subject to a $270 franchise fee (as the same may be adjusted for CPI-U), and that fee is paid, Licensee shall be entitled to a credit against the rental fee otherwise owed under this section equal to $270 (as the same may be adjusted for CPI-U). The credit does not apply if the fee paid under this agreement is a fee established in accordance with paragraph b, or if the fee is for a facility other than a small wireless facility.

e. No Accord or Satisfaction. The acceptance of any rent shall not be treated as an accord or satisfaction. Licensor may audit books and records and inspect facilities as necessary to ensure rents owed are being paid.

5. TAXES

a. During the term of this License, Licensee shall pay the taxing authorities directly for payment of all taxes and assessments of any type which may become due and payable for the Premises, if any, whether known or unknown, and whether now existing or later.

b. Licensee shall, during the term of this License, and of any and all extensions or renewals thereof, pay the taxing authorities directly, as the same shall become due and payable, all sales tax, personal property tax, occupancy tax or use tax, and business license fees, if any, imposed by federal, state or local law, upon any and all property or improvements installed on the Premises by Licensee for use in Licensee's business, or upon inventory stored on the Premises by Licensee.

c. Neither the rents nor the taxes described in Sections 4 or 5(a)-(b) are in lieu of any other taxes that Licensee may owe to Licensor or the State.

6. INDEMNITY

Notwithstanding anything herein to the contrary, Licensee shall indemnify and hold the Licensor, its employees, officers, officials, and representatives, free and harmless from and against any and all liabilities, losses, claims, demands, suits, judgments, causes of action and/or expenses of any kind or nature, including the payment of reasonable attorneys' fees, resulting from property damage and/or personal injury, including death, resulting from or in any way arising out of Licensee's use of the Premises, except to the extent arising out of the gross negligence or willful misconduct of the Licensor. The foregoing indemnity shall survive the expiration or termination of this License.

All property kept, stored, or maintained in or on the Premises shall be kept, stored, or maintained at Licensee's sole risk and expense, and Licensee agrees to pay and discharge any and all mechanic's, materialman's or other liens against the Premises arising from Licensee's use thereof.

7. INSURANCE

Licensee shall procure and maintain insurance for the duration of this License against any and all claims for injuries to persons or damages to property which may in any way arise from, or in connection with the Licensee's use of the Premises hereunder. Such insurance shall be in the following minimum amounts:

Minimum Coverages and Limits:

a.	Commercial General Liability	$5,000,000 per occurrence in the aggregate
b.	Commercial Automobile Liability	$1,000,000 per occurrence
c.	Workers' Compensation	Statutory Requirements
d.	Employer's Liability	$500,000/$500,000/$500,000

Certificates showing proof of such insurance shall be submitted to Licensor prior to the Effective Date of this License. Further, it shall be an affirmative obligation upon Licensee to advise the Town Manager, or his/her designee, at least thirty (30) days in advance of cancellation or non-renewal of any required coverage, and to provide substitute coverage that satisfies the requirements of this Agreement prior to cancellation or non-renewal; and subject to such terms that there is no lapse in coverage.

The required Commercial General Liability policy per ISO form CG 00 01 or its equivalent shall provide coverage for harms that may arise out of Licensee's operations under this License. Licensor, its officers, officials and employees shall be included as additional insureds by endorsement as respects this License

under the Commercial General Liability and Commercial Automobile Liability policies required by this section. Such coverage shall be primary to the extent of Licensee's negligence and/or willful misconduct, and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Licensee shall, to the extent required by law, maintain Workers' Compensation Insurance for all of Licensee's employees who are in any way connected with the performance under this License. Such insurance shall comply with all applicable state laws and provide a waiver of subrogation against the Licensor, its officers, officials, agents and employees, unless otherwise approved by Licensor.

Insurance shall be placed with insurers with a current A.M. Best's rating of not less than A-VII and licensed to do business in the state of Wyoming. Licensee shall not self-insure in satisfaction of any insurance requirement set out herein without the express, written consent of Licensor.

Licensee shall be fully and solely liable for any costs or expenses arising as a result of a coverage deductible, co-insurance penalty, or self-insured retention, including any loss not covered because of the operation of such deductible, co-insurance penalty or self-insured retention.

Licensee shall cause each of its contractors performing services hereunder, if any, to purchase and maintain insurance of the type specified herein, unless Licensee's insurance provides coverage on behalf of each contractor.

Unless reached by Commercial General Liability Coverage, insurance must cover any harms caused by RF radiation, in amounts equal to that provided for under Commercial General Liability coverage.

8. ALTERATIONS TO PREMISES

Except for maintenance and repairs of Licensee's Equipment which do not alter the physical characteristics of Licensee's Equipment or the Premises, Licensee shall not make any changes, alterations, or additions to the Premises without the express, written consent of the Licensor. Any and all permitted changes, alterations, or additions to the Premises made by Licensee shall be at Licensee's sole cost, risk, and expense. However, upon the termination of this License, any or all such improvements, shall automatically become the property of Licensor, at Licensor's option; and except as the same become the property of Licensor, the same shall be removed by Licensee and Licensee shall restore the Premises to their prior condition. Where a structure was replaced, Licensee may be required to remove the structure and replace it with a structure that (at Licensor's option) is either as close as possible to the original replaced structure, or consistent with similar Licensor Facilities in the corridor. For purposes of clarity, the parties agree that Equipment that can be removed without altering the appearance, or affecting the safety, or Licensor's use, of Licensor's Facilities as the same have been modified by Licensee shall not be considered "improvements" and shall be removed within thirty (30) days following the expiration or early termination of this License.

9. REPAIR AND CARE OF LICENSED PREMISES

Licensee shall not commit any waste of the Premises and shall promptly pay for any and all damages to the Premises to the extent caused by Licensee, its employees, agents, contractors. Licensee shall not use or permit the use of the Premises by Licensee, its employees, agents, or contractors in violation of any present or future law of the United States or the State of Wyoming or in violation of any present or future Licensor

or municipal ordinance or regulation. Licensee shall promptly give Licensor notice of any accident or damage to the Premises.

Licensee shall at all times keep the Premises in clean and orderly condition.

Licensee shall be responsible for all maintenance of the Licensee's Equipment on the Premises, which shall be maintained in good order, and shall comply with the conditions in any approval granted for the Premises. This requires, without limitation, removal of graffiti promptly, repainting facilities, ensuring wiring is properly attached and neatly installed, and ensuring equipment cabinets are locked and sealed. Licensee shall not interfere with, or conduct activities on the Premises that prevent, Licensor from otherwise maintaining the Premises. Licensor owes no duty to repair or maintain to Licensee. The foregoing notwithstanding, Licensor reserves the right to take immediate steps to remove and/or otherwise mask graffiti. Such action does not relieve the Licensee from its obligation to maintain the Premises as stated herein.

10. UTILITIES

Licensee shall pay all charges for utilities it uses on the Premises through direct billing from the utility. Utility equipment and facilities must be installed in a manner acceptable to the Licensor, to the extent not specifically shown in Schedule A. Failure to comply with this requirement may result in non-renewal or termination of the License. Notwithstanding the forgoing, Licensor may permit Licensee to utilize Licensor's existing electrical services, except where impermissible under applicable tariffs provided the Parties agree to the manner of calculation and payment for Licensee's energy utilization. Either party may terminate such an arrangement, provided at least thirty (30) days written notice is provided to permit installation of any required meter. The formation of any such arrangement shall not release Licensee of its obligation to pay for all utilities associated with its use of the Premises.

11. REMOVAL OF IMPROVEMENTS

All furnishings, trade fixtures, equipment and other personal property installed in or on the Premises by Licensee shall remain the property of Licensee and may be removed by Licensee at any time, subject to Section 8 of this License.

12. ASSIGNING AND SUBLETTING

Without the written consent of the other party, neither party may assign, sub-license, or transfer in any manner, in whole or in part, its rights, duties or obligations under this License. A change in control of Licensee or its parent shall be considered a transfer. Such consent shall not be unreasonably withheld, conditioned, or delayed by Licensor. Notwithstanding the foregoing, to allow for internal restructuring Licensee shall have the right to assign this License and all rights and obligations accorded Licensee to a wholly-owned subsidiary or a parent entity of Licensee without the prior written consent of Licensor, provided that the change is not part of a transaction that results in a change of control or an assignment of assets to an entity that is not under the control and ownership of the entity that is the ultimate parent of Licensee as of the Effective Date. In the event Licensee assigns this License to a subsidiary or parent entity, Licensee shall provide Licensor with prior written notice of such assignment, and such entity must agree to be bound by this License, become the Licensee, and to accept liability for all acts and omissions of the prior Licensee. Further, notwithstanding the foregoing, any entity to which the Licensee may assign, sub-license, or transfer any of its rights, duties or obligations to under this License, shall have all required approvals

from all federal, state and local authorities applicable now, or that become operative in the future, and must enter into a franchise agreement with Licensor prior to any such assignment.

Neither this License nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto. Notwithstanding the foregoing, any transfer of the rights granted hereunder, in whole or in part, from Licensee by merger, consolidation, liquidation or otherwise by operation of law, shall constitute an unapproved assignment or subletting, hereunder, and this License shall immediately terminate therewith, without any further action necessary on Licensor's part, and without any refund or proration of rent. The ordinary use of capacity or services on Licensee's network is not a transfer, provided that allowing any person to place equipment at the Premises is a transfer, subject to the following paragraph.

Licensor shall be deemed to have consented to placement of property owned by Licensee's customers and placed wholly within facilities owned by Licensor, provided that (a) the third party use complies with the conditions of the Franchise Agreement, Section 2.2.3; (b) the third party agrees that it shall be jointly and severally liable for any damage caused by use of the Premises for which Licensee would be liable; (c) that Licensor is only obligated to Licensee as provided in this License, and not such third party, and Licensor owes no duty to such third party, including any duty of care with respect to such third party's property; and (d) that any third party property may be treated as the property of Licensee for all purposes under this License.

13. SURRENDER OF LICENSED PREMISES

Subject to the provisions of this License governing restoration, Licensee shall surrender the Premises at the expiration or earlier termination of this License, or any extension thereof, or of any other holdover tenancy, or within thirty (30) days thereafter, in as good a condition as when the Premises were delivered to Licensee, normal wear and tear excepted.

14. HOLDOVER

Should Licensee holdover the Premises, or any part thereof, after the expiration of any then-current term of this License, then such holding over shall constitute a tenancy from day to day, only, and Licensee shall pay the rent owed, plus an additional fifty percent (50%) of the then-existing rent until such time as all of Licensee's Equipment is removed from the Premises.

15. TERMINATION

During the term of this License, Licensee may terminate any respective Schedule A by giving the other party one hundred eighty (180) days written notice of the intent to terminate. Licensor may terminate as provided in this Section, Section 3 or Section 21; where continued use would result in additional expense to Licensor for which Licensor is not compensated; or should Licensor wish to abandon its use of the structure at the location. Nothing in this Agreement prevents Licensor from selling its Facilities to Licensee.

Should a material breach or violation of any provision of this License occur, either party may terminate any individual Schedule A issued hereunder to which the default pertains, upon written notice to the other, provided that the defaulting party shall be given a reasonable time to cure such breach or violation, but, subject to Section 17, in no event shall the defaulting party be entitled to more than thirty (30) days after said written notice to cure, except with the consent of the noticing party.

Notwithstanding the foregoing, Licensor may terminate this License or any or all Schedule A approvals if: (i) a Licensee breach affects all Schedules and this License as a whole; (ii) Licensee engages in a pattern of

acts or omissions that create a hazard to persons or property(ies) even where individual acts or omissions have been cured within the periods set forth in this Section 15; or (iii) Licensee takes any action that, in the sole and absolute discretion of Licensor, impairs the ability of the Licensor or any utility or government agency to provide services, and Licensee fails to correct such action within the cure periods set forth in this Section 15. Licensor shall not be required to provide more than one (1) written notice to Licensee of the existence of any specified pattern of acts or omissions.

16. WAIVER OF COVENANTS

The waiver by Licensor or Licensee of a breach of this License shall not operate as a waiver of any subsequent breach. No delay in acting with regard to any breach of this License will be construed to be a waiver of the breach.

17. ACTS OF GOD AND UNAVOIDABLE INTERRUPTIONS

Neither Licensor nor Licensee shall be liable for failure to perform any obligation hereunder, or for any delay in doing so, when such failure or delay is caused by strike, lockout, governmental restriction, acts of God, or any other similar cause beyond the control of the parties hereto, only to the extent and for the period that such interruption continues, save and except that the provisions of this Section shall not excuse a nonpayment of rental or other sums due hereunder on the due date thereof.

18. ACCESS TO PREMISES

Licensee may access the Premises and Licensee's Equipment at all reasonable times, with notice to Licensor except as otherwise specified in a Schedule A. Licensor or Licensor's agents shall have the right to access Licensee's Equipment at all reasonable times for the purpose of inspecting or examining Licensee's Equipment, or as necessary to make such repairs to the Premises as Licensor shall deem necessary or required hereunder.

19. NOTICES

All notices required hereunder shall be in writing and shall be deemed to have been duly given upon receipt if mailed by certified or registered mail, postage prepaid, addressed to the party to whom intended at the address provided below or at such other address as such party shall hereinafter designate to the other party in writing as prescribed by this Section 19.

Licensor: Town of Jackson
c/o Legal Department
P.O Box 1687
Jackson, WY 83001

Licensee:
New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Site No. City of Jackson Wireless MLA (WY)
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a copy to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Dept – Network Operations
Site No. City of Jackson Wireless MLA (WY)
208 S. Akard Street
Dallas, TX 75202-4206

20. RIGHTS OF SUCCESSORS AND ASSIGNS

The rights and obligations herein shall inure to and be binding upon the parties hereto, their successors and assigns.

21. ADDITIONAL RULES APPLICABLE TO PUBLIC STREET LIGHTS AND PUBLIC TRAFFIC SIGNALS

The provisions of this Section are in addition to, and not a replacement for, the other provisions of this License, and apply whenever Licensee seeks to attach to a Public Street Light (as defined below).

A. Definitions.

1) "Luminaire" means the luminaire, the supporting arm, and the electrical wires and controls for the luminaire.

2) "Public Traffic Signal" means a structure primarily designed for actively controlling or monitoring vehicular traffic flow on a right of way, including the supporting pole, traffic signals, arms, control equipment and equipment cabinets on site and electric power wire, and associated equipment required to serve the structure from the point of service by the electric utility serving the Public Traffic Signal, including any conduit, foundations, internal dividers, hand holes, vaults, pedestals, and bases. Traffic signs and their supporting posts are not Public Traffic Signals. This term does not include (i) traffic signals attached to a utility pole, building, or similar structure, or (ii) any facility that is privately owned.

3) "Public Street Light(s)" means a structure primarily designed for lighting a public right-of-way or other property owned or controlled by Licensor, including the supporting pole, Luminaire, arms, electric power wire, and associated equipment required to serve the structure from the point of service by the electric utility serving the Public Street Light, including any conduit, foundations, internal dividers, hand holes, vaults, pedestals, and bases. A Public Street Light does not include (i) a lighting system attached to a utility pole, traffic signal pole, building, or similar structure, or (ii) any facility that is privately owned.

B. Public Traffic Signal and Public Street Light Poles Available for Use.

1) Public Traffic Signal and Public Street Light Poles that the Licensor agrees may be used by Licensee must be under the ownership of Licensor, or transferred to the ownership of the Licensor prior to use by Licensee. Licensee shall be responsible for all costs actually incurred by the Licensor in connection with the replacement of Public Traffic Signals or Street Lights, or the installation of Licensee's Equipment on existing Public Traffic Signals or Street Lights, including but not limited to costs to the Licensor for equipment to monitor or control the Public Traffic Signals or Street Lights as replaced or modified. Licensee is also required to bear all costs of any necessary relocation or modification of facilities owned by entities other than the Licensor and

authorized and in place on the Public Traffic Signals or Public Street Lights prior to Licensor's use of the Public Traffic Signals or Public Street Lights.

2) Licensee will be responsible for all costs associated with installing, maintaining, replacing and relocating any Public Traffic Signals and Public Street Light it uses under this License in accordance with applicable law. If Licensee fails to properly and timely maintain the Public Traffic Signals or Public Street Lights as required herein, or if its use adversely affects the safe operation of the same Licensor may do either or both of the following, in addition to exercising any rights it may have under law or equity or other provisions of this Agreement: (i) terminate the use of the Public Street Light; and (ii) cause the Public Street Lights to be maintained and bill Licensee for the cost thereof. Notwithstanding the foregoing, Licensor acknowledges and agrees that Licensor shall be solely responsible for any ongoing operation and maintenance of the Luminaire that is unrelated to Licensee's use of the Public Traffic Signal or Public Street Light for the purpose of supporting Licensee's Equipment. To avoid confusion, if the modifications to, or replacement of the Public Street Lights requires replacement of a Luminaire, or increases costs associated with the Luminaire, those costs shall be chargeable to, and borne by Licensee.

3) Licensor will be responsible for the monthly electrical costs associated with the Luminaire, and any other facilities it may install that use power; *except that*, if the costs to the Licensor are higher because of the replacement or use of the Public Street Light by Licensee, Licensee will pay those additional costs. Licensor will also be responsible for any costs associated with replacing the Luminaire or installing additional facilities for its own use after the installation of Licensee's Equipment and installation of any replacement pole. In addition to other termination rights provided in this License, Licensor may refuse to allow replacement or use of a Public Street Light or terminate use of any or all of the Public Street Lights if Licensor determines permitting use or replacement of Public Street Lights would (i) alter the tariff under which it is able to purchase electric service; (ii) create unsafe conditions or (iii) otherwise increase the costs of providing Public Street Lighting.

C. Location and Design of Wireless Facilities on Public Traffic Signals or Public Street Lights.

1) The Licensor must specifically approve the design of any of Licensee's Equipment attached to a Public Traffic Signal or Public Street Light, and the design of any replacement Public Traffic Signal or Public Street Light. Licensor may designate the Luminaire to be installed as part of the replacement at any time prior to construction of the replacement Public Traffic Signal or Public Street Light. The Licensor is under no obligation to approve use of additional Public Street Lights or Traffic Signals with designs approved for any particular location, as the approvals with the design shown is site-specific; nor is it under any obligation to approve a modification to any design.

2) The Licensor's approval is not in lieu of required permits or other authorizations required by the Licensor Code's or Regulations, state law, or federal law.

D. Emergency Response Plan and Costs. Prior to performing any work on any Public Street Light or Public Traffic Signal (including but not limited to the initial installation of Licensee's Equipment), Licensee must have a Licensor-approved emergency response plan that identifies Licensor-approved contractors who will respond in the event of an emergency involving Public Street Lights or Public Traffic Signals that are being used by Licensee. The response plan must include (i) adequate response times and (ii) contact information for emergencies twenty-four (24) hours a day and seven (7) days a week. Without limiting the other provisions of this License, Licensee must pay all costs associated with emergency responses to hazards involving the Public Street Lights or Public Traffic Signals it uses,

including any cost incurred by the Licensor in emergency responses involving the Licensee's Equipment. In addition, to the extent not addressed by the foregoing, there must be an approved plan, acceptable to the Licensor, for the inspection and maintenance of the Public Street Lights or Public Traffic Signals that are being used by Licensee.

E. Inventory. Licensee shall maintain within or near the Licensor, an inventory of replacement Public Street Lights or Public Traffic Signals of the same design, size, and color as the replacement Public Street Lights or Public Traffic Signals that have been installed pursuant to this License to ensure that, in the event of a failure of a replacement Public Street Light or Public Traffic Signal, whether caused by the Licensee's Equipment or by any other event, including an act of God, it may be promptly replaced with a Public Street Light or Public Traffic Signal of the same design. The inventory shall be the largest whole number of replacement Public Street Lights and Public Traffic Signals equal to ten percent (10%) times the number of Public Street Light and Public Traffic Signals to which Licensee's Equipment are attached pursuant to this License.

F. Modification, Relocation, Replacement or Removal. The Licensor (or such other governmental agency as may be responsible for work) shall not bear any costs associated with modifying, relocating, replacing or removing the Licensee's Equipment. A modification of a Public Street Light or Public Traffic Signal would include, but not be limited to, the addition of cameras, sensors, traffic signs, banners, and communications equipment for use by any governmental agency for its own purposes or to provide services to the public.

G. New Street Light. At Licensor's option, upon abandonment of Licensee's Equipment on a Public Street Light or termination or expiration of this License, Licensee shall, in addition to taking such other actions as may be required by this License, bear all costs associated with removing the Licensee's Equipment and replacing any replacement Public Street Lights with new street lights satisfactory to the Licensor and similar in design to other Public Street Lights in the same area. Should the Licensor determine that it no longer wishes to use a particular replacement Public Street Light, it may require Licensee to remove such replacement Public Street Light. The obligation in this section includes but is not limited to the obligation to remove any foundation installed as part of a replacement Public Street Light, and to install an appropriate foundation, and restore the surrounding area to its prior condition.

22. AS IS CONDITION

Licensor Facilities licensed to Licensee pursuant to this License are licensed to and accepted by Licensee "as is" and with all faults. The Licensor makes no representation or warranty of any kind as to the present or future condition of or suitability of the Licensor Facilities for Licensee's use and disclaims any and all warranties express or implied with respect to the physical, structural, or environmental condition of the Licensor Facilities and their merchantability or fitness for a particular purpose. Licensee is solely responsible for investigation and determination of the condition and suitability of any Licensor Facilities.

23. REPORT DAMAGE AND REIMBURSEMENT TO LICENSOR

Licensee, its personnel, agents and contractors shall exercise reasonable caution to avoid damaging the facilities and property (including the rights of way) of Licensor and shall make an immediate report to Licensor of the occurrence of any such damage caused by its personnel, agents, or contractors. Licensee agrees to reimburse Licensor for all reasonable costs incurred by Licensor for repair of such facilities and property damaged by Licensee, its personnel, agents, and contractors.

24. FINANCIAL SECURITY.

In order to secure the performance of its obligations under this License, Licensee will provide to the Licensor, in the form of a bond or an irrevocable Letter of Credit with a bank acceptable to the Town Manager, or his/her designee, in the amount of $20,000 per structure occupied ("the Financial Security") up to a total of $100,000 for the first ten (10) occupied. Should Licensee occupy more than a cumulative total of ten (10) Licensor Facilities, Licensee shall provide additional security in amount determined by the Town Manager to adequately protect the Licensor from the risks related to the use of Licensor Facilities.

A. If Licensee defaults on any obligation Licensor may draw upon the Financial Security including the full amount of any compensation, or costs it may incur, plus costs and reasonable attorneys' fees up to the full amount of the Financial Security**.**

B. Licensee must restore the Financial Security to its full amount within thirty (30) days after written notice from the Licensor that any amount has been recovered from the Financial Security**.**

C. Failure to maintain the Financial Security, or to restore the Financial Security to its full amount within thirty (30) days will constitute a material breach of this License. Licensee will be relieved of the foregoing requirement to replenish the Financial Security during the pendency of an appeal from the Licensor's decision to draw on the Financial Security.

D. The rights reserved by the Licensor with respect to the Financial Security are in addition to all other rights and remedies the Licensor may have under this License, or otherwise.

25. RISK OF LOSS

Licensee bears all risks of loss or damage of the Licensee's Equipment from any cause, and the Licensor shall not be liable for any damages or loss associated with loss or damage of the Licensee's Equipment, including, without limitation, damage caused by the Licensor's removal of the same, or work by Licensor on the Premises. Provided that, if actions taken by Licensor make the Premises unusable by Licensee, the rents owed by Licensee shall be suspended.

26. AS-BUILT DRAWINGS

Upon the completion of each installation, Licensee must promptly furnish to the Licensor an "as-built" map that identifies the exact location of the Premises and the location of all facilities associated with the Licensee's Equipment. The information must be provided in a format that is compatible with Licensor's GIS system. It must also provide as-built drawings showing all the components of the Licensee's Equipment as constructed.

27. NO PROPERTY INTEREST CONVEYED; NO INTERFERENCE

Nothing in this License may be deemed to grant, convey, create, or vest in Licensee a real property interest in land or any structure, including any fee, leasehold interest, or easement. No reference herein to a right of way or to Licensor Facilities shall be deemed to be a representation or warranty by Licensor that its interest is sufficient to permit its use for Licensee's purposes, and Licensee shall be deemed to gain only those rights to use as are proper in Licensor, and as Licensor may have the undisputed right and power to give. Licensee's use may not interfere with any public uses of any public property. If such interference should occur, Licensee shall immediately take steps to resolve such interference.

28. CONTINUED OBLIGATIONS

Licensee's obligations to indemnify, to maintain insurance, to maintain the Financial Security, and to take any action required upon termination or abandonment shall survive termination until all obligations are satisfied.

29. ENTIRE AGREEMENT

This License constitutes the entire agreement between the Parties hereto, and the Parties hereto agree that neither Licensor nor Licensor's agents or representatives have made any other promises or representations to Licensee regarding the Premises or the rights granted herein. This License may not be modified or amended except in writing signed by both Parties hereto. The material terms of this License are not severable.

30. GOVERNING LAW

This License is subject to applicable federal laws, but shall be governed by, construed and enforced in accordance with the laws of the State of with the laws of the State of Wyoming, without reference to its conflicts of law principles. If suit is brought by a party to this License, the Parties agree that trial of such action shall be vested exclusively in the United States District Court for the District of Wyoming or in Teton County, Wyoming in the Ninth Judicial District.

31. GOVERNMENTAL IMMUNITY

The Town of Jackson does not waive its governmental immunity by entering into this License, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this License.

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed as of the day and year first above written.

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

Licensee:

NEW CINGULAR WIRELESS PCS, LLC

By: AT&T Mobility Corporation
Its: Manager

_____ _____

Name: _____, _____ Date:

Licensor:

_____ _____

Name: Pete Muldoon, Mayor **Date:**

ATTEST: _____

Sandra P. Birdyshaw, Town Clerk

AGREEMENT PERMITTING USE AND REPLACEMENT OF LIGHT POLES BETWEEN LOWER VALLEY ENERGY COOPERATIVE THE TOWN OF JACKSON, WYOMING AND _____

This Agreement ("Agreement") is entered into this ___ day of _____, 2019 by and between _____ ("Licensee"), Lower Valley Energy Cooperative ("LVE") and the Town of Jackson, Wyoming ("Town"). _____, LVE and Town are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

Background

WHEREAS, this Agreement is made in light of the following premises and circumstances, all of which are a part of this Agreement**:**

A. Town is a political subdivision of the State of Wyoming with jurisdiction over the Right-of-Way ("ROW") for certain purposes and pays for certain street lights owned, installed, and maintained by LVE located within and outside the ROW upon which _____ wishes to place Facilities;

B. Town is the primary user of those light poles, and may control the design and placement thereof, subject to its agreements with LVE; and

C. LVE and the Town agree that, in light of that arrangement, Town agreement is necessary before _____may attach to or replace any street light pole, and Town is willing to consent to attachment to, and as necessary, replacement of those street lights, subject to the terms and conditions of this Agreement.

Agreement Terms and Conditions

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the Licensee, LVE, for valuable consideration, hereby agree as follows:

1 Definitions

For the purpose of this Agreement, the following terms when used herein shall have the following meanings:

(a) "LVE Poles" means street light poles owned and maintained by LVE.

(b) "Facilities" means Small Wireless Facilities Licensee is authorized to install in the ROW pursuant to that certain Franchise Agreement dated _____.

(c) "Small Wireless Facility" shall have the same meaning as under the regulations of the Federal Communications Commission as of June 1, 2020.

(d) "Street Light Pole" is a structure whose primary purpose is to provide street lighting. The term includes all parts of a street light, including but not limited to the foundation, supporting structure, power supplies and conduits, monitors, sensors, luminaires and other equipment and structures used in connection with the provision of street lighting or other services at a street light. Without limitation, a luminaire attached to a wooden utility pole is not a Street Light Pole.

2 Consent

(a) Town consents to the placement of the Facilities on, and the replacement as necessary of the LVE Poles identified on Exhibit 1 with the designs shown on Exhibit 1 ("Town Consent"). The designs shown on Exhibit 1 include all the Facilities that will be installed in connection with the replacement, whether directly attached to the pole or not, and whether owned by Licensee or not, including electrical meters and disconnect boxes. By way of example but not limitation, there will be no additional power supplies, back-up power supplies, meters, signs, antennas or structures in addition to those shown in Exhibit 1. Licensee may, in the future, request use of additional LVE Poles, which, if approved, shall be incorporated into and become a part of Exhibit 1 attached hereto. This Agreement is not a consent to placement of Facilities on, or the replacement of the LVE Poles with any different design, or to future modifications of the design by Licensee or any other person. The Parties agree Town Consent is strictly conditioned on use of the attached designs, which are designed to conceal the installations and maintain a design the Town is willing to accept. While Town will consider changes to the approved design, the Town shall have no obligation to approve changes to the design. The Town is under no obligation to approve use or replacement of additional poles, as the approval with the design shown is site-specific. At the Town's discretion, the Town may require Licensee to replace a LVE Pole with a Street Light Pole that will be owned by the Town, and Town will permit Licensee to attach to that Street Light Pole consistent with the terms and conditions that under which it provides access to Street Light Poles it owns to others, the cost required to replace and retire the LVE Pole will be paid by Licensee.

(b) Additional LVE Pole replacements and designs for the replacements may be added to Exhibit 1 by mutual consent of the Parties.

(c) The LVE Poles must either remain under the ownership of LVE, and be maintained by LVE, unless transferred to the ownership of the Town at the Town's request, in.which case the Town will pay the remaining book value of the pole at transfer. Nothing in this paragraph affects the rights of the Town to require removal of LVE Poles, in accordance with terms of the franchise agreement.

(d) Licensee's use will be secondary to the Town's use of the LVE Poles, and Licensee's use may not interfere with, or prevent Town's use of the LVE Poles. The main purpose of the LVE Poles will continue to be to provide effective, efficient, safe street lighting, consistent with the plan for the Town. Town may, at its sole cost and expense, cause the LVE Poles, or any part thereof to be modified, replaced or removed at any time where it determines modification, replacement or

removal is necessary to any public purpose, or should it choose not to provide street lighting at a location via the LVE Pole being used by Licensee, but will work with Licensee so that Licensee's Facilities can continue to be accommodated within the Street Light Pole if reasonably feasible, or will work with Licensee in good faith to identify alternative locations for the Licensee Facilities. Licensee will bear any costs it incurs in connection with the modification, replacement or removal of the LVE Poles, or any portion thereof. Removal includes relocation. Without limitation, an installation that is unsafe is an interference with Town use

(e) Licensee will bear all costs associated with the placement of its Facilities on and the replacement of the LVE Poles, and all costs associated with maintenance of the LVE Poles from and after attachment or replacement, as applicable, except as noted herein. Town may, prior to the commencement of attachment or replacement, designate a luminaire that is to be installed, consistent with its plans for street lighting in the Town. Town will bear costs associated with powering and replacing the luminaire after the initial rework with respect to a placement or replacement of the LVE Pole. Provided, if as a result of Licensee's use of the facilities, the cost to Town is higher than it would be if Licensee were not using the facility, of if costs to Town are higher because of changes to or the replacement of the LVE Light Poles, Licensee will pay the difference, and further, if the Town incurs any additional or higher costs whatsoever that it is not bearing now, Licensee shall bear those costs. The Town agrees to provide to Licensee such reasonable documentation to substantiate any additional or higher costs.

(f) Town Consent is contingent on the _____ entering into an agreement for use of the LVE Poles (the "LVE Pole Agreement") consistent with this Agreement, and on that agreement remaining in full force and effect; and on _____having authority to use and occupy the property upon which the LVE Pole is located.

(g) Town Consent may be terminated if Licensee violates the conditions of the Town Consent, and fails to cure the default within thirty (30) days following written notice of such default. LVE may terminate consent if Town consent is terminated, or for any reason permitted under the LVE Pole Agreement.

(h) Upon termination of Town Consent, in addition to complying with termination conditions established by the LVE Pole Agreement, Licensee shall remove its Facilities from the LVE Pole and shall also remove or cause to be removed facilities associated with its use of the LVE Pole. If there would be maintenance or other costs associated with the LVE Pole that the Town may be required to bear if Town Consent is terminated and those costs exceed the costs that the Town would pay if the LVE Pole was of a design that did not include Licensee's Facilities, Town may require Licensee to remove and replace the LVE Pole with a LVE-approved design of the Town's choosing, comparable to the design used by the Town in the same area.

(i) Licensee's Facilities must remain in good condition and of good appearance and be maintained in safe condition. Where an existing LVE Pole is replaced with a Street Light Pole of a different design if the replacement Street Light Pole fails (which failure may include, but not be limited to, loss of power, or damage attributable to any cause), the street light pole and street lighting must

be as promptly restored as street lights without Facilities are restored. If, for any reason, a street light could be restored using a design that does not include the Facilities, and cannot be restored as promptly with the approved design for the Facilities, the street light shall be restored without the Facilities.

(j) The consent is not a waiver of any police power of the Town, which powers apply separate and apart from this Agreement.

(k) Town does not guarantee or warrant that LVE Poles are located on property which may be accessed or occupied by Licensee, it being the sole responsibility of Licensee to determine whether the LVE Pole may be occupied by it. The consent is not an authorization by Town to take any action which would constitute an unauthorized intrusion or nuisance to property.

3 Compensation.

(a) Licensee shall pay the Town the reasonable costs the Town incurs in connection with the administration of this Agreement, and as otherwise provided herein.

(b) In return for the consent of the Town, Licensee shall pay the Town a recurring fee of $270 per annum for each use of a LVE Pole, which is in addition to the negotiated fee from LVE for use of their pole and facilities. This amount shall be adjusted annually based on the percentage increase in the annual average CPI-U for the West Region, with the 2020 annual average serving as the reference period and with the first adjustment being made for the year beginning January 1, 2021. Provided, if the Facility is subject to a $270 franchise fee (as the same may be adjusted for CPI-U), and that fee is paid, Licensee shall be entitled to a credit against the rental fee otherwise owed under this section equal to $270 (as the same may be adjusted for CPI-U). Town also may adjust the fee to any lawful amount, at any time after judgment enters in the appeal of FCC's Order In the Matter of Accelerating Wireless Broadband Deployment By Removing Barriers to Infrastructure Investment, FCC 18-133, WT Docket No. 17-79, 85 FR 51867 (Oct. 15, 2018), or if the FCC modifies that Order, and such judgment or modification permits a fee to be charged that is not based on cost. If after implementation of the adjusted fee, applicable law is modified so that the increased fee rate must be changed to comply with a change in applicable law ("Change of Law"), then the parties agree to promptly amend this Agreement to revise the increased fee consistent with such Change of Law effective as of the date the Change of Law occurred, which fee may increase, or decrease. If the parties cannot reach agreement, the parties shall be deemed to have agreed that the Town is entitled to collect the maximum amount that may be collected consistent with applicable law.

(c) Compensation to LVE shall be as provided in the LVE Pole Agreement.

4 Liability and Indemnity

(a) Town shall not be subject to claims of damage for any act or omission in connection with the use,

modification, removal or replacement of LVE Poles. For removal of doubt, the Town does not owe any duty with respect to work performed by LVE, nor shall it be required to reimburse Licensee for damage that may be caused by LVE or its contractors, whether that work is or is not undertaken for the Town.

(b) Licensee, its personnel, agents and contractors shall exercise reasonable caution to avoid damaging the facilities of, or leased by Town and shall make an immediate report to Town of the occurrence of any such damage caused by its personnel, agents or contractors. Subject to Section 4(c) below, Licensee agrees to reimburse Town for all reasonable costs incurred by Town for repair of such facilities damaged by Licensee, its personnel, agents and contractors. This obligation is in addition to obligations that Licensee has to repair and restore under the Franchise Agreement.

(c) No Party shall be liable to the other for any special, indirect, or consequential damages arising from any breach of this Agreement.

(d) Nothing in this Section shall prevent either party from seeking equitable relief for any breach of this Agreement.

(e) Licensee shall save the Town, its officers, employees, contractors and agents harmless from all liability or damage (including judgments, decrees, court costs, and defense costs) arising out of or related in any manner to the use, modification, removal or replacement of LVE Poles, or the exercise of the consent granted herein, or the acts or omissions of Licensee, its officers, employees, contractors, or agents, unless said claims result from the gross negligence or willful misconduct of a party indemnified under this Agreement.

5 Assignment; Third Party Beneficiaries

(a) Without the written consent of the other party, no Party may assign, sub-license, or transfer in any manner, in whole or in part, its rights, duties or obligations under this Agreement; the Town Consent granted is personal. A change in control of a Party or its parent shall be considered a transfer. Such consent shall not be unreasonably withheld, conditioned or delayed by Town. Notwithstanding the foregoing, to allow for internal restructuring Licensee shall have the right to assign this Agreement and all rights and obligations accorded Licensee to a wholly-owned subsidiary or a parent entity of Licensee that remain under the same control as of the effective date, without the prior written consent of Town. In the event Licensee assigns this Agreement to a subsidiary or parent entity, Licensee shall provide the other Parties with prior written notice of such assignment. A license or lease of capacity of facilities that is not a transfer under the Franchise is not a Transfer under this Section.

6 General Provisions

(a) Notices

(i) All notices required or permitted to be given to any Party by any other party under any provisions of this Agreement shall be in writing. Notice shall be deemed served when delivered by hand or sent by a nationally recognized overnight courier service to the other party's address set forth below during normal business hours. If a Notice is mailed, service is deemed complete upon the earlier of actual delivery or the close of business on the third business day following the date when the Notice is placed in a receptacle regularly maintained by the U.S. Postal Service addressed to the party at the address set forth below with postage pre-paid.

(ii) Notices shall be given to the following:

If to **Town:**

Town of Jackson
c/o Town Manager
P.O. Box 1687
Jackson, WY 83001
With a copy to Town Attorney at the same address which shall not constitute notice.

OTHER NOTICES

If to **_____:**

If to **_____:**

Or to such other addresses and persons as Town, LVE or Licensee may hereafter designate in a notice given in accordance with this Section 6.

(b) Non-Waiver

Failure of any Party to take action to enforce compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or any authorization granted hereunder terminated, or to exercise any right or privilege hereunder, shall not be construed as a continuing or future waiver of such term, condition, right or privilege, but the same shall be and remain at all times in full force and effect.

(c) Headings

All headings contained in this agreement are for convenience only and are not intended to affect the meaning or interpretation of any part of this Agreement.

(d) Governing Law

This Agreement and the rights and obligations contained in it shall be construed in accordance with, and governed by, the laws of the State of Wyoming without regard to its choice of law provisions.

(e) Governmental Immunity

Town does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

(f) Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) Venue

If suit is brought by a Party to this Agreement, the Parties agree that trial of such action shall be vested exclusively in Teton County, Wyoming in the Ninth Judicial District.

(h) Effective Date

This Agreement shall be effective on the date _____ Franchise Agreement becomes effective.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

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

Licensee:

_____ _____

Name**:** _____, (_____title) Date

Lower Valley Energy:

_____ _____

Name**:** _____, (_____title) Date

Town of Jackson:

_____ _____

Name**:** Pete Muldoon, Mayor Date**:**

ATTEST: _____
Sandra P. Birdyshaw, Town Clerk

Exhibit 1

Site Plans and Specifications of LVE Poles Used by Licensee

1st Reading 7/6/2020

ORDINANCE T

AN ORDINANCE GRANTING A FRANCHISE TO NEW CINGULAR WIRELESS PCS, LLC, ON BEHALF OF ITSELF TO OPERATE AND MAINTAIN WIRELESS TELECOMMUNICATIONS FACILITIES FOR THE PURPOSE OF SUPPLYING SERVICE TO THE TOWN OF JACKSON AND PROVIDING AN EFFECTIVE DATE.

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

SECTION I.

WHEREAS, the Town Council, having determined that New Cingular Wireless PCS, LLC ("Grantee") is willing to provide the services, facilities, and equipment necessary to meet the needs and interests of the Town of Jackson, Wyoming ("Franchising Authority"), and is willing to be bound by conditions of applicable law, and by binding agreement to serve the public interest, does hereby ordain as follows:

WHEREAS, the Town, may authorize the installation, operation, and maintenance of communications infrastructure on, beneath, above, and within the public rights of way within the Town, and its consent is required as a condition of the exercise of any Agreement issued by the State of Wyoming with respect to the same; and

WHEREAS, it is the policy of the Mayor and Town Council to permit entry into the corporate limits and such use of its rights-of-way and public places for the provision of communication services and facilities by telecommunications service providers, subject to the duty and authority of the Town to manage its rights-of-way and public property, and to require fair and reasonable compensation for the use thereof in a manner consistent with applicable law; and

WHEREAS, Company desires to obtain from Town as permitted by law, and Town as a municipal corporation desires to grant to Company, an authorization granting the right to construct, modify and repair wireless telecommunications facilities in the Town's public rights-of-way, as described more particularly below.

NOW, THEREFORE, AND IN CONSIDERATION of mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows:

1. Definitions.

Terms not defined in this section shall have the same meaning as in Town of Jackson Municipal Code. References to provisions of ordinances, statutes and regulations refer to the same as they may be amended or renumbered.

1.1. "Agreement" means this Agreement, and any amendments or modifications hereto.

1.2. "Applicable Law" or "Law" means all federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations.

1.3. "Authorizations" means the permissions Company must have in addition to this Agreement to deploy wireless telecommunications facility and/or provide Services, which may include licenses, permits, zoning approvals; variances, exemptions; grants of authority to use private rights of way and/or easements or facilities; agreements to make attachments to poles, ducts, conduits, poles, and the like; and any other approval of a governmental authority or third persons with respect to (i) the construction, installation, repair, maintenance, operation or use of tangible or intangible property, as the case may be, or (ii) any requirement by a governmental authority for the engagement in a business or enterprise.

1.4. "Company" means New Cingular Wireless PCS, LLC, and its lawful successors or assigns.

1.5. "Facilities" means wireless telecommunications facilities in the right-of-way controlled or owned by Company.

1.6. "Service Area" shall mean all the area within the boundaries of the Town of Jackson, Wyoming.

1.7. "Services" means telecommunications services, as defined in W.S. 37-15-103(a)(xii), internet protocol enabled service as defined in W.S. 1-26-813, and to the extent not included within the foregoing, personal wireless services, or voice over internet protocol services as those terms are defined under federal law.

2. Grant of Use.

2.1. Grant. The Town grants to Company in the Service Area the nonexclusive right to construct, modify

and repair wireless telecommunications facilities within the rights-of-way that it operates on its own behalf. Which Grant shall be exercised at Company's sole cost and expense, and which shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the rights-of-way. Except as this Agreement specifically provides otherwise, the Grant is neither divisible nor assignable, and Company may not grant any person or entity the right to use or occupy the rights-of-way. Except as this Agreement specifically provides otherwise, the only wireless telecommunications facilities that may be constructed, modified and repaired are wireless telecommunications facilities whose use is for provision of the Services by Company. Without limitation, but by way of example, the Grant specifically does not permit use and occupancy of the rights-of-way for the provision of cable services as defined in 47 U.S.C. Section 522(6), and Company may be required to obtain an additional grant or an amendment to this Agreement before using and occupying the rights-of-way to provide additional services via wireline or wireless telecommunications facilities, or installing additional equipment or structures that are used for purposes other than those specified in this paragraph.

2.2. Limits on Grant.

2.2.1. The placement of wireless telecommunications facilities is subject to the provisions of the Jackson Municipal Code and, specifically, Company must obtain Encroachment Permits and all other necessary permits for each instance and all right-of-way work. Without limiting the foregoing, the construction, modification, and repair of wireless telecommunications facilities otherwise permitted under this grant, must comply with the Jackson municipal code and regulations, and an application for construction, modification and repair of a wireless telecommunications facility may be denied without violating this Agreement. Provided, nothing herein is intended to prevent Company from arguing that, under applicable federal law, a particular application must be granted.

2.2.2. The exercise of the rights granted herein is subject to the police powers of the Town.

2.3. Company Ownership of Components. Company must own or control all components of a wireless telecommunications facility placed in the rights-of-way, other than a support structure owned by a governmental entity or an entity which itself holds a franchise and which has been authorized to place the support structure within the rights-of-way. Excluding the support structure owned by such other entity, the wireless telecommunications facility must be under the sole control and management of Company; and Company shall be liable for all acts or omissions, and all harms associated with that wireless telecommunications facility or its use of any support structure, whether the same are its acts or omissions, or the acts or omissions of those acting on its behalf, or the entities otherwise responsible for the supporting structure.

2.4. Application of Permitting. Subject to the Town's permitting requirements. Company may repair and replace facilities, so long as the appearance of the facilities or property affected by the repair or replacement does not change.

2.5. No Towers. No towers may be placed in the rights-of-way unless Company demonstrates that it must be permitted to place a tower as proposed in the right-of-way at the location proposed. Company may place utility poles in the rights-of-way, but only: (1) where there are existing above- ground utility poles, and the poles must be removed if other distribution system utility poles in the area are removed; (2) Company shows that existing utility poles and other existing structures cannot be used to support its Facilities, or would require a modification that would make installation of an additional utility pole less intrusive or safer; and (3) the utility pole that will be installed is similar in size and design to existing nearby poles including concealment elements, placed appropriately to minimize visual and other intrusiveness and to avoid creating undue hazard to persons or property, and meets the Town of Jackson Wireless Telecommunication Facility Design Standards.

2.6. No Real Property Interest. Nothing herein shall be deemed to grant, convey, create or vest in Company a real property interest in land, including any fee, leasehold interest, or easement, or the right to place the Facilities at any particular location within the rights-of-way.

2.7. Compliance with Law. The exercise of rights by Company under this Agreement is subject to, and strictly conditioned upon, compliance with the terms of this Agreement and applicable law now existing or hereinafter enacted.

2.8. No Waiver of Other Permits and Authorizations. All work upon the streets and public places of the Town shall be in accordance with all applicable standards, regulations, codes, and ordinances, and will be done under the general supervision of the Town Manager or his/her designee. Nothing in this Agreement shall be construed as a waiver of any laws, regulations or rules of the Town or of the Town's right to require the Company to secure the appropriate permits or Authorizations, or to pay the applicable fees associated with the same. Nothing in this Agreement shall act as a waiver of the Town's

police powers. Nothing herein prevents Company from challenging the applicability of a particular fee or regulation to it on the ground that it is unduly discriminatory or preempted by state or federal law.

2.9. Conditions Precedent. The Agreement shall commence upon the Effective Date, provided that the Company shall have met each of the conditions precedent set forth below and otherwise in this Agreement (unless the Town agrees in writing to waive any of the conditions precedent), at which time it shall become effective. The Company shall have secured its insurance policies as set forth in Section 12 of this Agreement and delivered the certificate of insurance to the Town's Risk Manager, together with evidence that the premium for each of such policies have been paid, that the policies will be in effect on or before the Effective Date, and that the policies are in accordance with this Agreement.

2.10. Conditions Subsequent: RF Emissions. Without limiting the other provisions of this Agreement, Company must cease its operations if it is not in compliance with FCC regulations governing RF emissions (including but not limited to any standards that may be adopted in the future with respect to cumulative multi-point emissions), as the same may be amended from time to time, except to the extent that the FCC or other order, ruling or regulation permits it to continue to operate. The issuance of this Agreement is not intended to insulate Company from any claim or any remedy based on RF emissions. On request, or to the extent that Company is aware of any non-conformance, Company shall submit a report identifying applicable standards, measured emissions, and any area where it has Facilities that do not comply with applicable standards. The report will be treated as public record.

2.11. Other Authorizations. As a condition of this grant, Company is required to obtain and is responsible for any Authorization that may be required for the installation, operation or maintenance of the wireless telecommunications facility.

2.12. Company's Expense. Except as specifically provided otherwise, all costs incurred by Company in connection with its compliance with, or enjoyment of, this Agreement shall be borne by Company and not by Town, and all work that must be performed in order to permit the placement of wireless telecommunications facilities at particular locations (including, without limitation, work required to comply with applicable law relating to persons with disabilities) shall be paid for by Company.

2.13. Application to Subcontractors. Company is responsible for ensuring that all contractors and subcontractors comply with the requirements of this Agreement and applicable law when performing work on behalf of Company, and is jointly and severally responsible for their acts and omissions.

2.14. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity (other than the Town and Company), any right, benefit or remedy under this Agreement of any nature whatsoever.

3. Relation to Attachment Rights and Placement of Facilities Outside the Rights-of-Way

This Agreement does not confer upon Company any right to place or attach Facilities directly upon, or to replace structures that are owned by the Town or by a third party, or to install Facilities on land or structures owned by the Town or a third party whether inside or outside the right-of-way.

4. Term

This Agreement shall be in force and effect for an initial term of five (5) years and shall continue in force and effect thereafter until properly terminated by either party. Either party may terminate the Agreement at the end of its initial five-year term, or at any time thereafter, by giving written notice of its intention to do so no less than one-hundred (180) days before the proposed date of termination. Upon termination, all of Town's consents to the use and occupancy of rights-of-way, and Company's rights to use and occupy the rights-of-way are also terminated. Notwithstanding the foregoing, all of Company's duties related to use of the rights-of-way, and its duties to indemnify the Town, shall survive termination until the Facilities are removed (as certified by the Town), or Company's obligations terminate by agreement of the parties. It is understood and agreed that the decision of whether to renew or to terminate this Agreement pursuant to this Section shall be made by those in the Town responsible for making that determination at that time, under such circumstances as may then obtain, and that the Company has no reasonable expectation of renewal or non-termination.

5. Fees

5.1. Agreement Fee. Company shall pay costs incurred by the Town in connection with this Agreement, in the amount of $15,000.

5.2. Recurring Amount for Use of the Rights-of-Way for Placement of Wireless Telecommunications Facilities

5.2.1. For use of the rights-of-way by Company for the provision of Services by Company.

Company will pay a fee of $270 per small wireless facility (as that term is defined in 47 C.F.R. Section 1.6002) per year, subject to Section 5.2.2 below, but it may not permit any other person to own or control equipment as part of that small wireless facility without agreement of, and payment of an additional fee to the Town. If Company places wireless telecommunications facilities other than small wireless facilities in the rights-of-way, the fee for such facilities must be established by negotiation prior to installation. This fee covers the wireless telecommunications facility itself, and use of the right-of-way at the fixed location occupied by the wireless telecommunications facility. The fee shall be increased annually, beginning July 1, 2021, based on the calendar year increase in the CPI-U, West Region, with 2019 as the base year.

5.2.2. The Town reserves the right to further adjust this fee, effective on or at any time after January 1, 2021, if based on a study of its actual costs, an adjusted fee is a reasonable approximate of costs, the costs are reasonable, and are non-discriminatory. Town also may adjust the fee to any lawful amount, at any time after judgement enters in the appeal of FCC's Order In the Matter of Accelerating Wireless Broadband Deployment By Removing Barriers to Infrastructure Investment, FCC 18-133, WT Docket No. 17-79, 85 FR 51867 (Oct. 15, 2018), or if the FCC modifies that Order, and such judgment or modification permits a fee to be charged that is not based on cost. In the event the Town conducts a study prior to any fee adjustment, the Town must provide to the Company any study and a breakdown of actual costs considered resulting in a fee adjustment and Company shall reimburse the Town for a proportional share of the costs of conducting such study, based on the number of wireless franchisees whose compensation for use of the rights-of-way for placement of wireless telecommunications facilities is based on cost. If after implementation of the adjusted fee, applicable law is modified so that the increased fee rate must be changed to comply with a change in applicable law ("Change of Law"), then the parties agree to promptly amend this Agreement to revise the increased fee consistent with such Change of Law effective as of the date the Change of Law occurred, which fee may increase, or decrease. If the parties cannot reach agreement, the parties shall be deemed to have agreed that the Town is entitled to collect the maximum amount that may be collected consistent with applicable law.

5.2.3. The first payment owed under Section 5.2.2 is due within 30 days of the date an application for a wireless telecommunications facility, or an additional wireless telecommunications facility is approved, with subsequent payments due on July 1 of each year. The payment covers only the Town fiscal year (July 1 – June 30) in which the payment is due, so that a payment due on July 1, 2021 would cover July 1, 2021- June 30, 2022.

5.3. Not In Lieu. The fees specified in Section 5.1-5.2 are not in lieu of any other license, tax, fee or assessment; or in lieu of rents for use of or in return for a license to use public property other than the rights-of-way themselves. Without limitation, the fee is not in lieu of additional fees that may be charged for the use of the rights-of-way to provide additional services.

5.4. Preemption. Nothing herein prevents Company from challenging a fee on the ground that it is unduly discriminatory, or prohibited by federal or state law or statutes.

5.5. Late Fee. In the event payments are not received within fifteen (15) days of the applicable due date set forth in Sections 5.2, the payment amount due shall bear interest at the rate of twelve percent (12%) per annum or the maximum lawful rate (if lower) from the due date until paid, pro- rated as appropriate. Notwithstanding the foregoing, in no event shall the interest comprising the Late Fee pursuant to this Agreement exceed the maximum permitted by Law; and the Late Fee shall be reduced or reimbursed so that such amounts do not exceed the maximum permitted by Law.

6. Work in the Rights-of-Way

6.1. No Limitation on Obligation to Comply with Applicable Laws. Without limiting its obligations under Section 2, Company shall comply with the requirements of this Section.

6.2. No Interference.

6.2.1. No right-of-way or other public place shall be obstructed longer than necessary during its work of construction, modification or repair, and shall be restored to the same condition existing prior to the commencement of the work. No part of any right-of-way, or other public place of the Town, including any public drain, sewer, catch basin, water pipe, pavement or other public improvement, shall be damaged. However, should any such damage occur, the Company shall repair the same as promptly as possible, and, in default thereof, the Town may make such repairs and charge the actual and documented cost thereof to and collect the same from the Company.

In no event may facilities be constructed, modified or repaired in a manner that creates a hazardous condition, or a condition that is inconsistent with applicable laws and regulations protecting persons with disabilities.

6.2.2. If Town receives multiple requests for placement of wireless telecommunications facilities similar to those authorized hereunder, Town, after providing Company and other affected entities an opportunity for comment, may require consolidation of facilities or develop a non-discriminatory means of allocating sites that may be appropriate for placement of facilities in the rights-of-way.

6.3. Closing of rights-of-way. Nothing in this Agreement shall be construed as a waiver or release of the rights of the Town in and to the rights-of-way. In the event that all or part of the rights-of-way within the Service Area are (1) closed to pedestrian and/or vehicular traffic and/or utilities; or (2) vacated or abandoned, or if ownership of the land in, under or over the affected rights-of-way is otherwise transferred to another Person or entity, all rights and privileges granted pursuant to this Agreement with respect to such rights-of-way, or any part of such rights-of-way so abandoned, vacated, or transferred, shall cease upon the effective date of such closing, vacation, or transfer, and Company shall remove its Facilities from such rights-of-way. Nothing herein is meant to preclude Company from pursuing any rights it may have under state law against a private person if the right-of-way is vacated for the benefit of that person. The Town shall provide reasonable prior written notice to Company of any such closing, vacation, or transfer to allow Company to remove its facilities where the right to continue to occupy and use such rights-of-way is not reserved for Company.

6.4. Relocation of Facilities.

6.4.1. Company may be required to remove and relocate its Facilities, subject to such notice as may ordinarily be provided to users of similar structures, but in no event less than ninety (90) days, if: (a) the structures to which they are attached or located within are removed, ordered to be removed or relocated; (b)to accommodate the use of the rights-of-way by other entities; or (c) to ensure that the structures to which they are attached or located within do not interfere with the use of the rights-of-way by the public, or present a risk to public health or safety. To the extent that Company is required to remove or relocate its wireless Facilities to accommodate the use of the rights-of-way by a third party, nothing herein prevents Company from seeking compensation from that third party.

6.4.2. The rights and privileges granted hereby shall not be in preference or hindrance to the right of the Town, or any other governmental agency, improvement district or other authority having jurisdiction, to perform or carry on any public works, public improvements or public projects. In the event that the Facilities interfere in any way with the construction, maintenance or repair of such public works, public improvements, or public projects, the Company shall (a) immediately commence work to remove or relocate the object of such interference if emergency circumstances exist or (b) otherwise, within fifteen (15) days of notice of such interference, protect or relocate its facilities, as may be directed by the relevant Town or other governmental authority.

6.4.3. The Town shall cooperate with Company in finding a suitable alternative location for any relocated Facilities removed pursuant to this Section in a manner that, to the extent reasonably consistent with other provisions of this Agreement, and which allows Company to continue to provide Service to its customers, including, but not limited to, expediting approval of any necessary Permits required for the relocation of Facilities.

6.4.4. If Company defaults in its obligations hereunder, the Town may remove or relocate the Facilities and charge the actual and documented cost thereof to and collect the same from the Company.

6.5. All Work Performed Safely. Construction, Modification and Repair shall be done in a safe and workmanlike manner. All work involved in the Construction, Modification and Repair of the Facilities shall be performed in a safe, thorough, workmanlike and reliable manner using materials of good and durable quality. The Company shall comply with applicable laws, codes, regulations and industry standards, as amended from time to time. The Company shall employ ordinary care at all times and employ commonly accepted methods and devices for the prevention of failures and accidents that are likely to cause damage, injury, or nuisance to the public. In addition, the Company shall, at its sole cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, and to comply with all legal and regulatory safety requirements of all permits, licenses, and other forms

of approval or authorization. Company will comply with Town requirements for identification of the Facilities and for identification of employees, subcontractors, vehicles and equipment when performing work within the right-of-way.

6.6. Condition of Facilities and Surrounding Property.

6.6.1. Company shall maintain the Facilities in good condition and neat and orderly appearance, and in compliance with this Agreement, as well as all applicable laws, permits, Authorizations and site licenses.

6.6.2. Company shall keep the Facilities free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference. If the Town gives Company written notice of a failure by Company to maintain the Facilities, Company shall use its best efforts to remedy such failure within forty-eight (48) hours after receipt of such written notice. If Company defaults in its obligations hereunder, the Town may perform the necessary work and charge the actual and documented cost thereof to and collect the same from the Company.

6.6.3. Company shall at all times keep and maintain the Facilities free of all graffiti located thereon. If Town notifies Company that graffiti is located on Facilities, Company shall remove the graffiti within three (3) business days of the written notice. If Company defaults in its obligations hereunder as provided for in Section 8, the Town may perform the necessary work and charge the actual and documented cost thereof to and collect the same from the Company.

6.6.4. All construction, modification, repair and operation shall be performed in a manner that protects surrounding property from harm, and free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

6.7. Emergency Notification. The Company shall provide the Town with a twenty-four (24) hour emergency telephone number at which a representative of the Company, not voicemail or a recording, can be contacted in the event of an emergency. The Company shall respond immediately to address a reported emergency.

6.8. Excavation Notices. Company must at all times be a member of Wyoming Utility or successor association, and comply with the requirements of Title 12, Subtitle I of the Public Utility Companies Article of the Annotated Code of Wyoming.

6.9. Inspection by Town. The Town shall have access and the right to inspect any work conducted by Company during the construction, modification or repair of Facilities.

7. Required Reports

7.1. Upon request, the Company shall provide Town an “as-built” map clearly indicating the location of the Facilities in the rights-of-way, which maps shall identify the owner of any structure on or within which Company’s Facilities are located.

7.2. Upon request, and to the extent not expressly required under a permit, Company will keep the Town Engineer apprised of the status of any work in the rights-of-way.

7.3. Upon request and if Company is required to obtain a certificate of necessity, Company shall provide any required certificate of public convenience and necessity, and shall provide other proofs that it has authority to Construct, Modify, Repair or Operate the Facilities.

8. Default and Remedies

8.1. Defaults. The following are defaults under this Agreement:

8.1.1. If either Party fails to perform or comply with any of the conditions or covenants of this Agreement and such failure continues for a period of thirty (30) calendar days after written notice thereof, unless the performance cannot be reasonably completed within the thirty (30) day period, and the Party has commenced good faith efforts to perform and is diligently proceeding to complete performance to the satisfaction of the other Party; or

8.1.2. If Company fails to pay any sums herein specified when due and does not pay within fifteen (15) calendar days after receipt of written notice of said failure; or

8.1.3. Company’s acts or omissions create an imminent hazard to persons or properties which Company cannot or does not immediately correct.

8.2. Default by Company. In the event of default by Company as specified in the preceding section, the

Town shall have the right to terminate this Agreement, by giving thirty (30) calendar days written notice to Company, and in addition may pursue any other remedies available to it at law or equity. The thirty-day notice period is not an additional cure period.

8.3. Default by Town. In the event of default by the Town, Company shall have the right to terminate this Agreement while any default continues, beyond any applicable cure period, by giving thirty (30) calendar days written notice to the Town, and in addition may pursue any other remedies available to it at law or in equity. Company shall have no recourse for damages against the Town except as may be required by state law, whether resulting from enforcement or non-enforcement of this Agreement or any provision of applicable law.

9. Town Termination Right

Town shall have the right to terminate this Agreement

9.1. if the Town is mandated or permitted by law, a court order or decision, or the federal or state government to take certain actions that will cause or require the removal of the Facilities from the rights-of-way; or

9.2. if Company's licenses to operate the Facilities and/or provide Service are terminated, revoked, expired, or otherwise abandoned;

9.3. if any term of this Agreement related to the design or placement of the Facilities is unenforceable; or

9.4. there is a default by Company that is not cured within the time limits set forth within this Agreement.

10. Removal Due to Termination or Abandonment

Following the termination of the Agreement for any reason, or in the event Company ceases to operate and abandons any Facilities, Company shall, within one hundred twenty (120) days, remove such Facilities from the rights-of-way and restore the rights-of-way to specifications prescribed by Town. If Company defaults in its obligations hereunder as set forth in Section 8, the Town may perform the necessary work and charge the actual and documented cost thereof to and collect the same from the Company.

11. Indemnification

Except to the extent caused by the gross negligence or willful misconduct of Town or its employees, Company agrees to indemnify, save and hold harmless, and defend the Town, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of negligence on the part of Company in the construction, operation, or maintenance of its Facilities, including, but not limited to, reasonable attorneys' fees and costs as awarded by a court, provided that Town shall give Company written notice of its obligation to indemnify Town within fifteen (15) days of receipt of a claim or action pursuant to this Section. If Town determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Town.

12. Insurance and Performance Bond.

12.1. Insurance. Company shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Commercial General Liability Insurance on ISO Form CG 00 01 or its equivalent in the amount of $1,000,000 combined single limit for bodily injury, and property damage, and in the aggregate. Company shall provide a Certificate of Insurance including the Town, its officers, officials, agents and employees as an additional insureds. Company shall provide thirty (30) days prior written notice to the Town of cancellation or nonrenewal of any required insurance that is not replaced.

12.2. Workers' Compensation. Company shall maintain Workers' Compensation Insurance for all of Company's employees who are in any way connected with the Work. Such insurance shall comply with all applicable state laws and, to the extent allowed by law, provide a waiver of subrogation against the Town, its officers, officials, agents and employees.

12.3. Performance Bond. Company shall, as a material condition of this Agreement, and prior to the commencement of any Work in the rights-of-way, deliver to the Town a performance bond in the amount of $50,000, payable to the Town to ensure the appropriate and timely performance of Work in the right-of-way and compliance with the obligations of its Agreement. The required performance bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Wyoming, and satisfactory to the Town in form and substance, and must be maintained until all obligations to Town under this Agreement (including obligations to remove) are satisfied.

13. Transfer

The Agreement, or control of the Agreement or of Facilities within the right-of-way may not be assigned or transferred directly or indirectly by any means without the prior written consent of Town, which consent shall not be unreasonably withheld, conditioned or delayed, provided: (1) Company is in compliance with this

Agreement in all respects; and (2) that the transfer or assignment does not create any additional burden upon the right-of-way, or adversely affect the Town's interests under this Agreement. Notwithstanding the foregoing, upon thirty (30) days' written notice, Company may assign this Agreement or its rights or obligations to (a) any person or entity controlling, controlled by, or under common control with Company, or (b) in connection with the sale or other transfer of substantially all of Company's assets in the FCC market area where the Facilities are located. An assignee or transferee must accept all obligations of the Company, and responsibility for all acts and omissions of Company, known and unknown, if the transaction results in a change in Company. A license or lease of capacity on Facilities owned or controlled by Company is not a Transfer under this Section.

Company may mortgage, pledge, or hypothecate its interest in Facilities without consent to any financing entity, or agent on behalf of any financing entity to whom Company (1) has obligations for borrowed money or in respect of guaranties thereof, (2) has obligations evidenced by bonds, debentures, notes or similar instruments, or (3) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. Any such assignment to a financing entity or its agent shall be subordinate to the terms of this Agreement, will not permit any person to succeed to the rights of Company under the Agreement without the Town's prior written consent, and will not result in any lien extending to municipal property or the Agreement itself.

14. Notices

14.1. How Given. All notices, requests, demands, and other communications hereunder which are required to be in writing shall be effective when properly sent and received, refused or returned undelivered by certified mail, return receipt requested; or by an overnight delivery service providing proof of delivery:

Town: Town of Jackson
c/o Town Manager
P.O. Box 1687
Jackson, WY 83001

Company: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Site No. Town of Jackson Wireless Franchise Agreement (WY)
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a copy to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Dept – Network Operations
Site No. Town of Jackson Wireless Franchise Agreement (WY)
208 S. Akard Street
Dallas, TX 75202-4206

14.2. Other Notices. Company shall identify an entity to which notice may be provided by email or telephone call, twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the construction or maintenance of Facilities, or conditions affecting the safety or integrity of the Facilities downed poles or lines, (for example), including matters that may require immediate relocation or removal of Facilities.

14.3. Changing Notice. Either party may change the person, address, email or telephone to which notice may be provided by written notice to the other party. Each party must ensure that the other has accurate information as to where notices are to be provided.

15. Miscellaneous

15.1. Materials and Claims. All materials furnished for any work done in the Service Area by Company shall be at Company's sole cost and expense. Company agrees to protect the Facilities installed in the rights-of-way and property of the Town, and Town, from all claims of contractors, laborers and material men. Company shall promptly pay all contractors, so as to minimize the possibility of a lien attaching to the any property of the Town or the Facilities in the rights-of-way. Should any such lien be made or filed, Company shall cause the same to be discharged and released of record by bond or otherwise within thirty (30) days after written request by Town.

15.2. No Advertisement. Company shall not place any advertisement or other notice on or about the Facilities which identifies the Company in any way (except for emergency notification postings, or postings

required by law).

15.3. Merger. This document contains the entire Agreements of the Parties hereto with respect to the Agreement. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or respective successors in interest.

15.4. Non-Waiver. Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but either party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Company to Town after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

15.5. Force Majeure. If either Town or Company is prevented or delayed from fulfilling any term or provision of this Agreement by reason of fire, flood, earthquake, or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of equipment of vendor, or any other such cause not attributable to the negligence or fault of the party delayed in performing the acts required by the Agreement, then performance of such acts shall be excused for the period of the unavoidable delay, and the affected party shall endeavor to remove or overcome such inability as soon as reasonably possible.

15.6. Governing Law; Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Wyoming, without reference to its conflicts of law principles. If suit is brought by a Party to this Agreement, the Parties agree that trial of such action shall be vested exclusively in the United States District Court for the District of Wyoming or in Teton County, Wyoming in the Ninth Judicial District.

15.7. Change in Law and Severability. If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either party, such provision shall not render unenforceable this entire Agreement. Rather, the parties intend that the remaining provisions shall be administered as if the Agreement did not include the invalid provision.

15.8. Governmental Immunity. Town does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

15.9. Representations.

15.9.1. Each of the Parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the Parties' respective obligations hereunder and that such obligations shall be binding upon such Party.

15.9.2. Company represents that it is validly existing and in good standing under the laws of the State of Wyoming, that it is qualified to do business under the laws of the State of Wyoming, and that it has the power and authority to own its properties, to carry on its business as now being conducted, to enter into this Agreement and carry out the transactions contemplated hereby, and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

IN WITNESS THEREOF, the parties hereby bind themselves legally to the terms and conditions set forth in this Agreement, as evidenced by the signature of their duly authorized representatives.

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

By:_____ Date:_____
Signature

_____
Print Name

TOWN OF JACKSON,
a municipal corporation
of the State of Wyoming

By:_____
Pete Muldoon, Mayor

_____
ATTEST: Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Pete Muldoon as Mayor of the Town of Jackson and Sandra P. Birdyshaw as Town of Jackson Clerk, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this_____day of _____, 2020.

Witness my hand and official seal. _____
Notary Public

My commission Expires:

SECTION II.
All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION Ill.
If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision, and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.
This ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE _____ DAY OF _____, 2020.
PASSED 2ND READING THE _____ DAY OF _____, 2020
PASSED AND APPROVED THE _____ DAY OF _____, 2020.

TOWN OF JACKSON

_____
Pete Muldoon, Mayor

ATTEST:
_____
Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2020. I further certify that the foregoing Ordinance was duly recorded on page ___ in Book ____ of Ordinances of the Town of Jackson, Wyoming.

_____
Sandra P. Birdyshaw, Town Clerk

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: JULY 2, 2020
MEETING DATE: JULY 6, 2020

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: PAUL ANTHONY
PRESENTER: TYLER VALENTINE

SUBJECT: **ITEM P19-262, P20-069 & P20-070:** AMENDMENT TO THE FINAL DEVELOPMENT PLAN FOR PINE GLADES PLANNED UNIT DEVELOPMENT (PUD).

APPLICANT: BILL COLLINS – COLLINS PLANNING ASSOCIATES

OWNER: PINE CANYON, LLC

STATEMENT/PURPOSE

This item was continued from the June 15, 2020 Town Council meeting. At that meeting an alternative trail alignment for Section #3 of trail was presented which includes a delineated 5'-wide, non-vehicular public access easement over Pine Glades Drive for approximately 270 linear feet. In addition, staff provided an update on the matter of tree topping, which has been resolved through an on-site mitigation plan. Staff has highlighted in gray all new information in this staff report.

The applicant is requesting approval of an amendment to the approved Final Development Plan for the Pine Glades Planned Unit Development (PUD), specifically to:

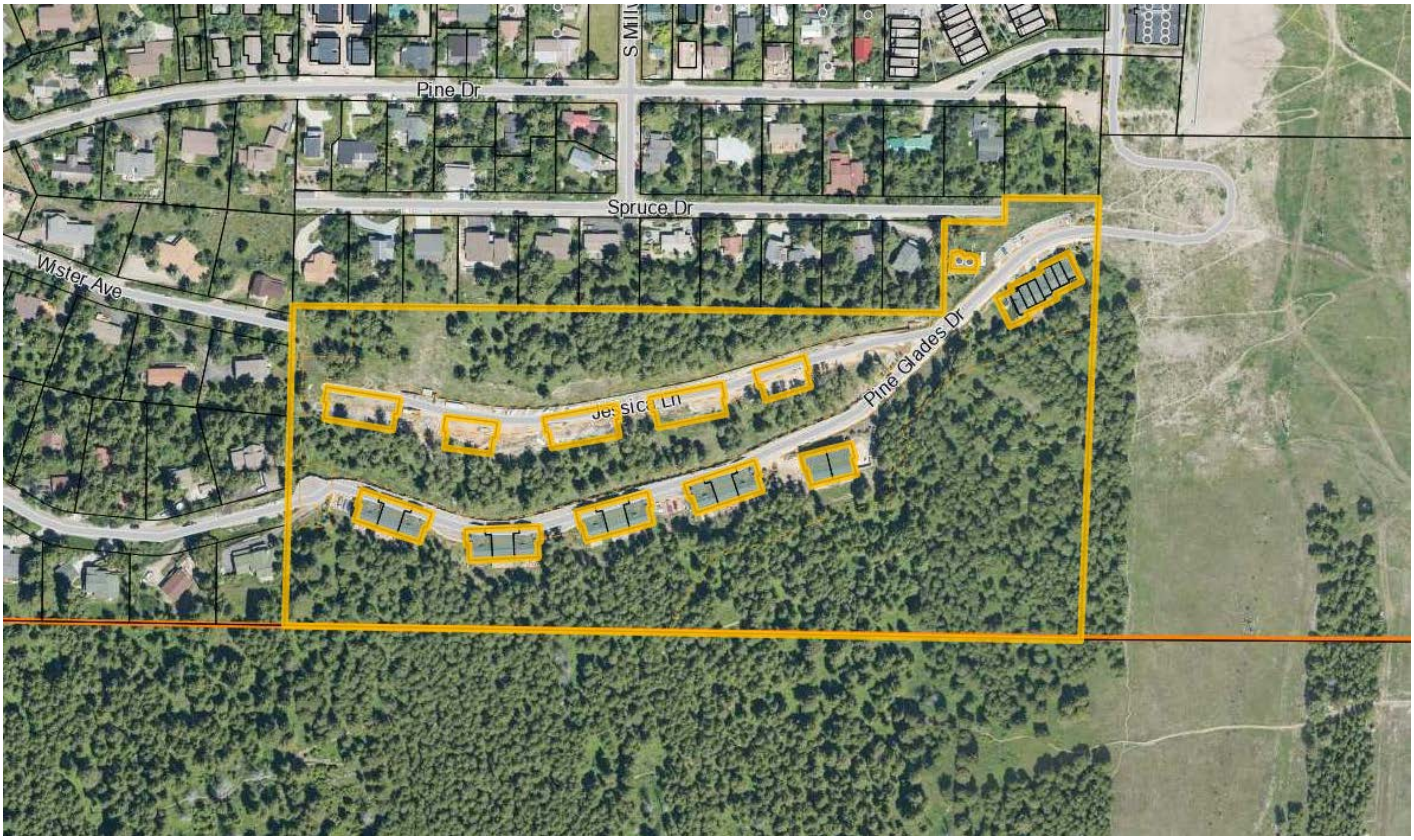
- **P19-262**: Modify the exterior materials on the existing duplex at 140 & 142 Pine Glades Drive from a wood/stone combination to primarily stone.
- **P20-069:** Remove the in-road heating element in Phase 1 (Pine Glades Drive) and in the future Phase 2 (Jessica Lane)
- **P20-070**: Approve a trail plan that would allow public access through the site on trails, and some sections of the road, and would include newly recorded access easements.

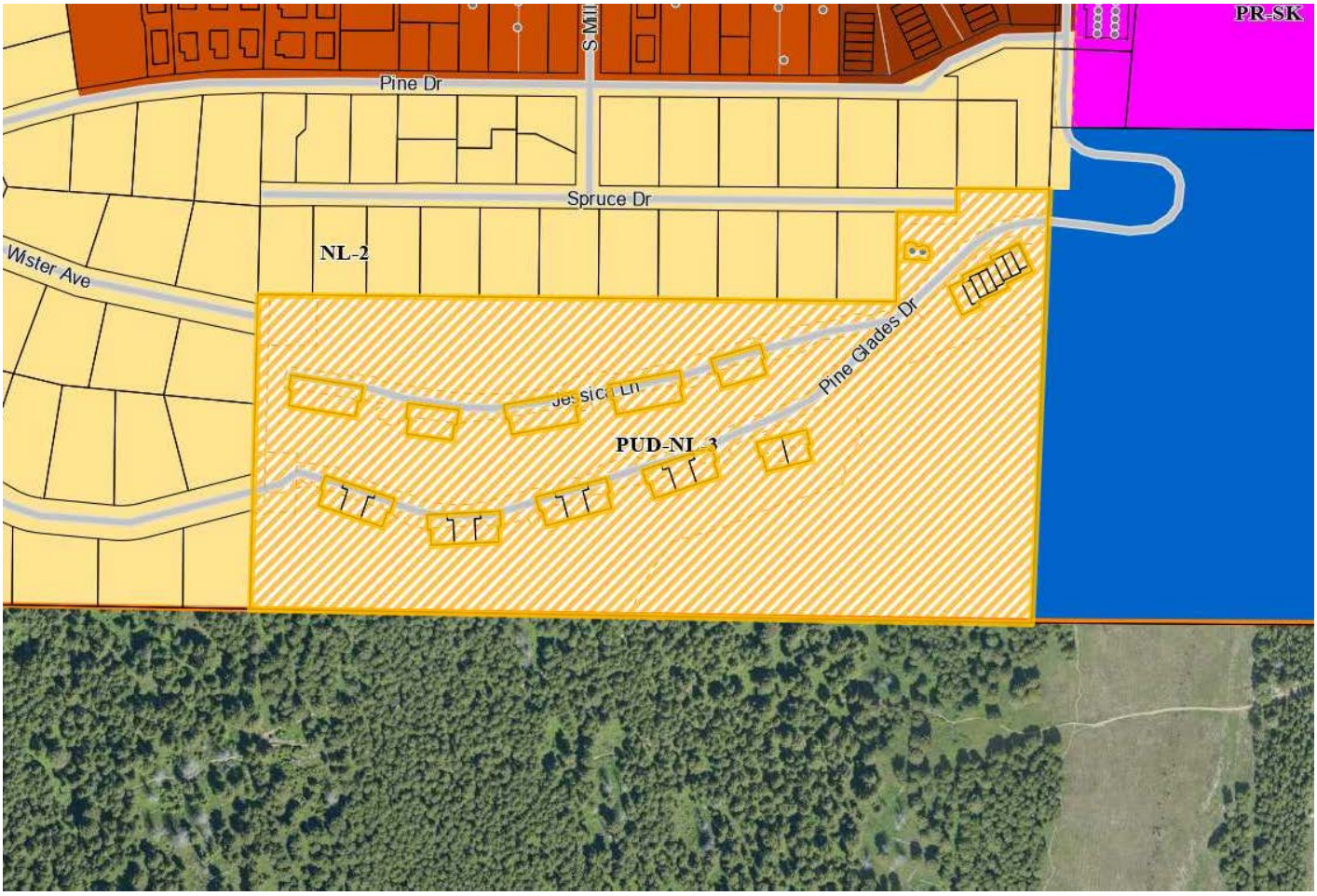
APPLICABLE REGULATIONS

Section 8.3.2 Development Plan

LOCATION

The property is located at 140 Pine Glades Drive (legally described as LOT 14, PINEGLADES TOWNHOMES PHASE 1), 142 Pine Glades Drive (legally described as LOT 13, PINE GLADES TOWNHOMES PHASE 1) and Lot H (Common Area). An aerial photo and zoning map are shown below:


Pine Dr
Spruce Dr
Wister Ave
Pine Glades Dr


PR-SK
Pine Dr
Spruce Dr
NL-2
Wister Ave
Pine Glades Dr
PUD-NL-3

BACKGROUND/ALTERNATIVES

General Overview of the Pine Glades PUD

The subject property is approximately 17.11 acres (745,445 sf) and is zoned Planned Unit Development – Neighborhood Low Density-3 (PUD - NL-3). On August 20, 2007, the Town Council approved a Sketch Plan for a 39-unit Planned Unit Development (PUD) consisting of 27 market townhome units and 12 affordable townhome units. On January 22, 2008, the Town Council approved a Final (Major) Development Plan (referred to as 'Development Plan') and Hillside Conditional Use Permit (CUP) consistent with the previously approved Sketch Plan/PUD. After the completion of the first 2 of the 12 affordable units, the applicant requested that the remaining number be reduced from 10 to 7 affordable units. The Town Council approved the proposed amendment to allow the reduction in density provided the number of bedrooms remained the same to what was proposed with the previous 10 units. The final remaining number of deed restricted units is 9 and all are completed and occupied (Spruce townhomes plus the duplex Spruce condominiums).

The Pine Glades PUD consists of two roads, Pine Glades Drive and Jessica Lane. Both roads are private and all road maintenance responsibility belongs to the applicant/HOA. The Town has an easement, however, that provides Town personnel access to the roadways for the purpose of maintaining the water and sewer lines located under the roads that are the Town's responsibility. Pine Glades Drive serves Phase I (upper units) and extends down through the tunnel to the entrance of the development. Phase 1 is nearly complete and includes construction of road/utility improvements, 12 market townhome units (4 triplexes), 2 affordable condominium units (duplex), and 7 affordable townhome units.

The only remaining development in Phase I is one market duplex (140 & 142 Pine Glades Drive) that is part of this application. Phase II (lower units) has not been started, so neither Jessica Lane nor the 13 market townhome (three triplexes and two duplexes) have been constructed. The only completed improvements within Phase II are associated with water/sewer mains and retaining walls. Prior to making any future improvements in Phase II, the applicant must obtain approval of a Development Agreement with the Town that will address obligations and bonding for future improvements (i.e. roadway, trails, additional utilities, etc.)

Since approval, the owners of the Pine Glades project have requested numerous amendments and changes that have been processed by the Town. Below is a complete list of the permit history of the PUD.

Original Applications

- **P05-126 & 127**: Sketch Plan and PUD approval (27 market units and 12 affordable units).
- **P07-076:** Variance approval to develop on slopes greater than 25%.
- **P07-126 & 127:** Development Plan and Hillside CUP approval (27 market units and 12 affordable units).

Applications Subsequent to Original Approval

- **P09-006:** Minor Deviation approval to modify parking adjacent to affordable housing units.
- **P09-020:** Final Plat approval for Phase I Townhomes.
- **P09-023:** Final Plat approval for the Spruce Condos (affordable duplex).
- **P09-035:** Minor Deviation approval to remove fire turnout on Pine Glades Drive.
- **P09-081:** Amendment approval to the plat related to mechanics liens.
- **P09-082:** Amendment approval to the plat related to past condition of approval and mechanics liens.
- **P10-028:** Amendment approval to Subdivision Improvement Agreement.

- **P11-025:** Minor Deviation approval to remove and relocate a trail (see below)
- **P12-007**: Amendment approval to Subdivision Improvement Agreement
- **P12-095**: Development Plan amendment approval to reduce number of affordable units from 12 to 10
- **P13-054**: Minor Deviation to allow change in design of affordable units.
- **P14-044**: Final Plat approval for Spruce Townhomes.
- **P14-052**: Minor Deviation approval to remove and relocate a trail (see below)
- **P16-140**: Zoning Compliance Verification confirming outstanding obligations.
- **P17-045**: Development Plan amendment approval to modify duplex design and add 600 sf.
- **P19-018:** Development Plan amendment for modifications to architectural features at duplex at 140 & 142 Pine Glades Drive.
- **P19-262:** *Current application*

Trail Plan in Original PUD

Relevant to this application, the original project approval included an internal trail network (map below labeled 'Original Approved Trail Plan') intended to connect to the Snow King trail system to serve the development's residents and the general public (primarily Pine Drive, Wister Avenue and Spruce Drive residents). Prior to the approval of the Pines Glades PUD, it appears that there was some level of historic informal trail use across the 17-acre hillside parcel by neighbors and others. As a result of strong public interest in maintaining some level of public trail access through the property, the original developer promised and agreed to include a trail network that would allow the public to walk and bike through the site to access the Snow King trail system, including the use of Pines Glades Drive as necessary to access the trails. No public vehicular access was intended or approved. A trail plan (attached as 'Original Trail Plan' and included in the staff report below) was approved with the original PUD and Development Plan.

The original trail plan was changed twice in 2011 and 2014 through staff level reviews (see below labeled 'Currently Approved Trails'). In 2011 a Minor Deviation (P11-025) was approved to relocate the west trail that switchbacks up the hill from the cul-de-sac (never built, but would have connected to the Sink or Swim trail) to the center of the site next to the duplex at 140 & 142 Pine Glades Drive. This relocation request was made due to stated concerns over the steepness of the slope in the original west location. This new section of trail near the duplex was installed and connected to Sink or Swim. Accessing the trail at this location required neighbors on Pine Drive to walk approximately 900 feet on Pine Glades Drive. The trail was used for a couple of years until the trail was relocated again in 2014 at the request of the developer.

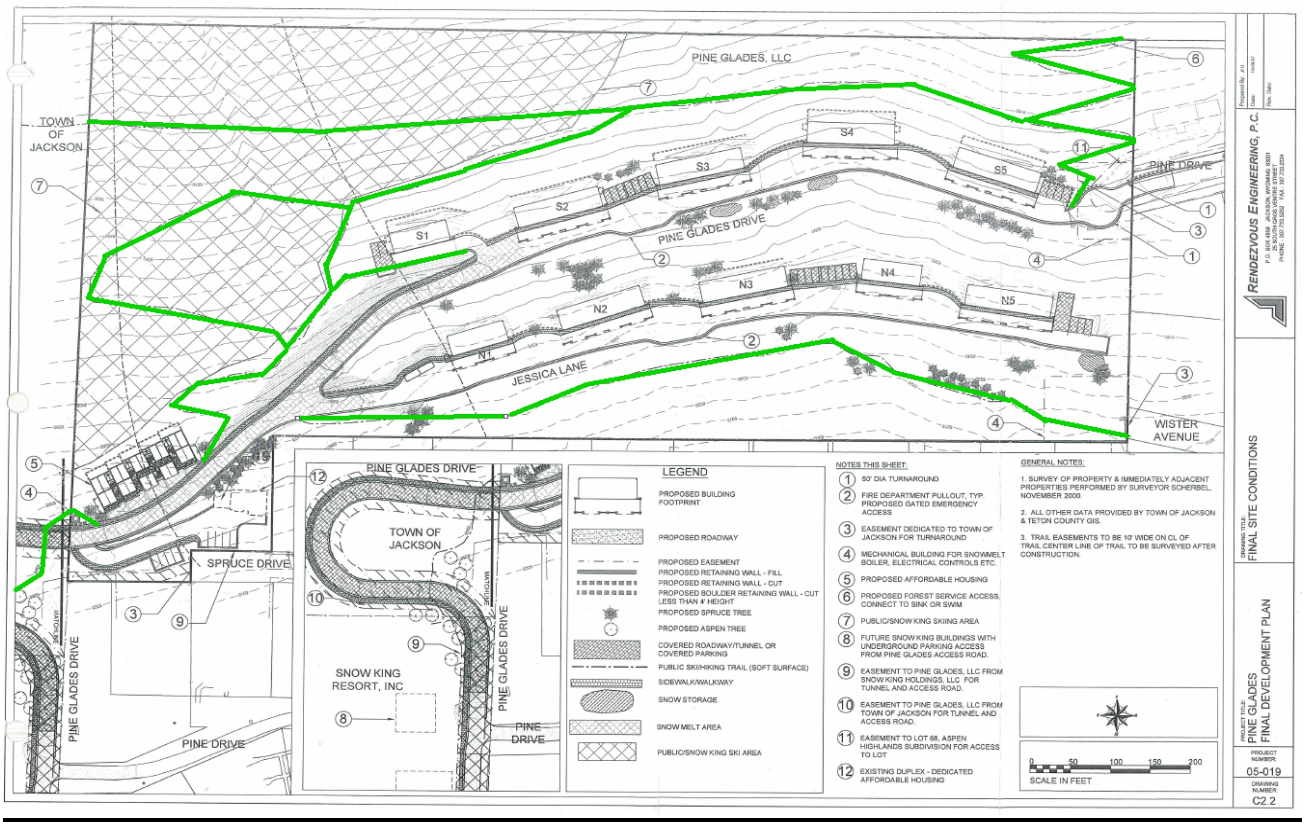
In 2014, Minor Deviation (P14-062) was approved that relocated the section of trail adjacent to the duplex at 140 & 142 Pine Glades Drive and established a replacement trail farther east down Pine Glades Drive just north of the upper opening of the tunnel. This new section of trail is currently built, in operation, and connects to the Shade Monkey trail located on the Town's property. The Shade Monkey trail switchbacks up the hill and connects to Sink or Swim.

Unfortunately, despite all the Council discussion and planning for trails, no trail access easements were recorded with the original Development Plan/PUD approval to formally establish public access across the Pines Glades roads. In addition, no easement for public access on the roads was shown or stated on the approved plat, and the Development Plan/PUD included no additional condition of approval requiring such access. One likely reason no trail easements were recorded at the time of PUD approval was that the exact location and alignment of the proposed trails were not yet determined so that exact legal descriptions for the access easements were not yet possible. The intent might have been to wait until the trails were actually designed and built to record the associated access easements. Or perhaps the access easements (or initial easements, at least) were not demanded by the Town as part of the PUD approval by error. Regardless, complicating the matter was the fact that the PUD approval did not specify any clear timeline or phasing plan

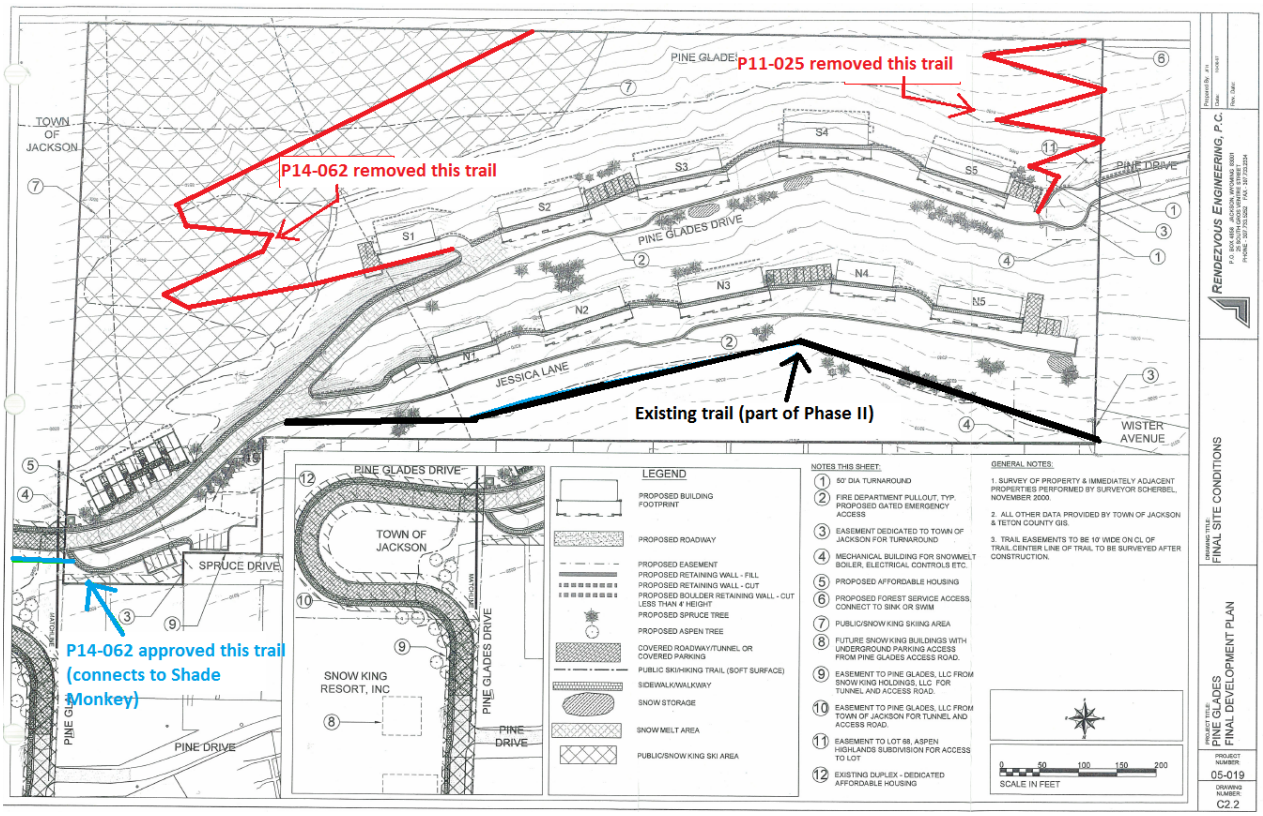
for when the trails were required to be installed. Many years then passed without either the Town staff or the landowner finalizing the full trail network and easements.

This oversight was first discovered, as best staff can tell, when the new owner (Mr. Tozzi) purchased the development in 2017 and soon thereafter began posting 'no trespassing' signs on the property and calling the police on non-residents walking across the property. Prior to these actions by Mr. Tozzi (i.e., during the ownership period of the first property developer from 2007 to 2017), it appears that the general public walked frequently through the development, including on Pine Glades Drive, to access the trails with the apparent understanding that the Development Plan/PUD allowed such access and without being told otherwise by the original developer or by the owners of Pines Glades units at that time.

Original Approved Trail Plan (green = approved):



Currently Approved Trails (red = removed, blue = approved/installed, black = installed/Phase II):



Recent Compliance Activity

The approval record of the PUD is complex, and often not well documented, making resolution of disputed items difficult. Consequently, due to a difference of opinion between the Town, Mr. Tozzi, and adjacent neighbors about the nature of public access to the trails and Pines Glades Drive, the past three or so years have been marked by periodic accusations of trespass that are countered by claims of access rights, often with the Town police and planning staff caught in the middle without clear direction.

The current round of permit review started in early 2019 when the applicant submitted an application to amend the Pine Glades Development Plan (P19-018) to make additional architectural modifications to the duplex at 140 & 142 Pine Glades Drive. After getting through the Planning Commission (PC), the applicant continued the item indefinitely in response to contentious public comment at the PC meeting from residents on Pine Drive who felt that no more approvals should be given within Pine Glades until public access for trails through the roads was legally granted. In response, owners of Pine Glades units commented at the PC meeting that they purchased homes in a private development that did not include public access through the roads, as evidenced by their title reports. They also stated that the public should not be permitted to walk on the roads because of safety and liability issues. In summary the applicant wanted to resolve the access issue before meeting with the Town Council and decided to work with staff to find a solution.

After staff met with the applicant, it became apparent there was a difference of opinion between staff and the applicant regarding what was originally promised/approved with regard to public access to trails and how the matter should be resolved. Staff then conducted significant additional research into the Pine Glades approvals and prepared a detailed compliance letter in May 2019 (attached as 'Compliance Letter – May 2019') summarizing our findings and opinions on public access for trails and other outstanding compliance matters. In the letter, staff provided evidence that public access across Pine Glades Drive to access trails was verbally

promised by the original developer but we also acknowledge that this understanding was not then followed up with a clear trail construction plan or any access easements. The compliance letter stated that the applicant would not be granted any further approvals or be allowed to continue developing the remaining 13 townhomes on Jessica Lane until an easement was recorded allowing the public to walk on the private roads to access the trails in the original trail plan.

Below are direct quotes and central items from the original PUD (all referenced in the May 2019 enforcement letter) which reference public trails and access:

- "Numerous public benefits are being proposed which include…one mile of additions to pathways and pedestrian easement…" (Section B - Summary, Page 2)
- "Numerous public benefits are being proposed which include…a pedestrian easement to access Snow King from the eastern end of Spruce Drive…" (Section B - Summary, Subsection 1.a. Project Boundary and Proposed Development, Page 2)
- "Numerous public benefits are being proposed which include…new pedestrian and bicycle access from the south end of Pine Drive to the Sink-or-Swim trail in the Bridger-Teton National Forest..." (Section B - Summary, Page 2)
- "Nevertheless, the proposal includes pedestrian pathways, in the form of public trails access easements fronting the lower row of buildings, allowing pedestrian access from Pine and Wister Drive neighborhoods to the Snow King Ski Area and the Bridger-Teton National Forest." (Section C - LDR Compliance, Page 9)
- "The development will provide at least four pedestrian access easements across the property providing a link from the neighborhoods on the west to Snow King slopes and beyond." (Section C - LDR Compliance, Page 10)
- A site plan demonstrating the location of "public ski/hiking trails", many of which intersect the Pine Glades Drive. (Section E – Index of Submittals, Page 9)

There is no direct mention of using the roads, only about access across the property. In response to the May 2019 compliance letter, staff received a detailed letter (attached as 'Compliance Response Letter - June 2019') on June 26, 2019, from the applicant's attorney, Erika Nash, stating their difference of opinion. In summary, the response letter argued that all owners purchased their homes without such an access easement recorded and that only a written, recorded legal instrument can create a property right, such as a public access easement across a property. In addition, to record such an easement now would require the (unlikely) approval and signature of all property owners within the Homeowner's Association (HOA) and that such a result would force them to accept unwanted liability for injuries on their roads. The response letter also contends that the original developer and approvals were never intended to allow the public to walk across the private roads to access trails, but rather were intended to allow the public to cross through the site by means of trails only.

After reviewing the applicant's response letter, it was clear that obtaining an after-the-fact access easement would be met with strong legal resistance, so staff and the applicant held another meeting to discuss options for compliance. At that meeting the applicant conceptually proposed the idea of an alternative trail plan with trails that would not intersect any roads (except a minor crossing of the cul-de-sac on Pine Glades Drive). Instead, the trails would wrap around the roads and buildings and connect to the Snow King Trail system and would allow the neighbors and public to access the trails and cross the property but without walking on any roads (except the cul-de-sac). The applicant believed that this alternative trail plan would meet the original intent of the PUD.

Based on this meeting, staff sent a final compliance letter on September 6, 2019 (attached as 'Compliance Final Letter – September 2019') with two options for compliance: Option #1 allowed the applicant to comply with what staff then felt was the original intent of the approved PUD and requiring the applicant to record an

access easement over the Pines Glades roads, and Option #2 allowed the applicant to present an alternative trail plan that, while not providing an access easement to the roads, would still provide significant public trail access through the site in similar locations as originally approved and would include clear recorded public access trail easements to avoid future disputes. The applicant chose Option #2 and so has provided an alternative trail plan for the Town's review (see analysis of proposed trail plan below).

Project Description

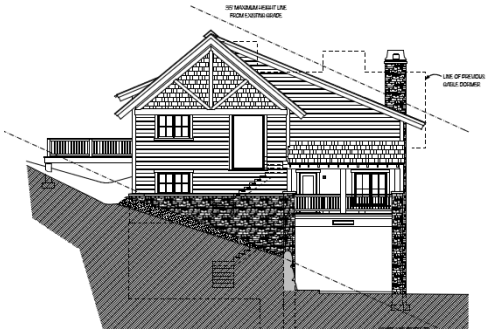
The applicant is proposing to amend the Pine Glades Development Plan to 1) modify the exterior materials on the existing duplex at 140 & 142 Pine Glades Drive, 2) remove the in-road heating element from both phases, and 3) install an alternative public trail plan.

1. **Duplex Material Change (P19-262)**
   An amendment to the Pine Glades Development Plan was approved in 2017 (P17-045) which included architectural changes to roof pitches and exterior materials for all three duplexes within Phases I & II. The applicant is now seeking to make several small changes to only the duplex at 140 & 142 Pine Glades Drive which include the use of stone as the main exterior material on the side elevations (east and west). The stone proposed on the side elevations would span from the base of the unit to the roof. Previous designs had stone about half way up the building which transitioned into horizontal wood siding and wood shingles. In addition, the stone chimney on the front (north) elevation would no longer continue to the ground, but would start on the second story. Windows on all elevations would be changed slightly with regard to size and location. Additional stone is also proposed on the ground level columns and the columns themselves would be widened.

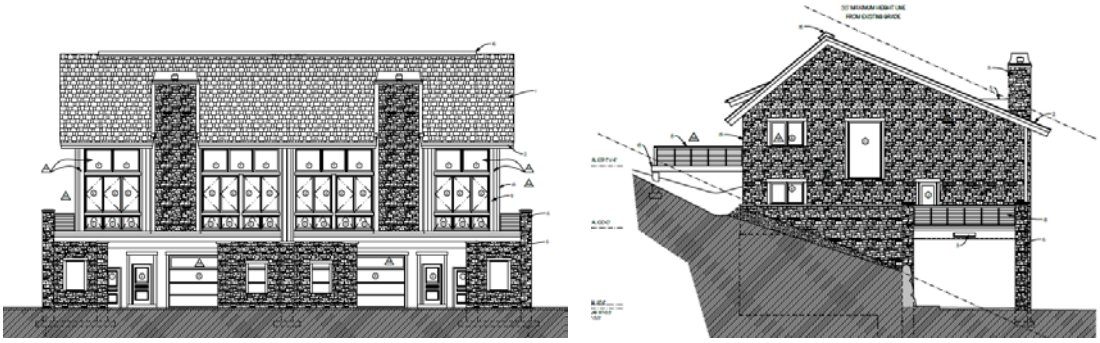
   The applicant is seeking these changes to reduce the maintenance costs associated with wood. In addition, because this development did not require review and approval by the Design Review Committee, the applicant finds that personalization of the units should not be of issue considering height is not increasing. Below reflects the 2017 approved changes and the proposed 2019 changes. It should be noted that the requested changes to the duplex listed above have already been made in the field so that a denial of the request will require that all non-approved materials and architectural changes be put back to be consistent with the 2017 approved building plans.

Currently Approved Duplex as of the 2017 Amendment:





Proposed 2019 Changes to Duplex:



2. Roadway Heating Element (P20-069)

When the Pine Glades PUD and Development Plan were approved, an in-road heating element was approved for both Phase I & II. The Phase I heating element, which is installed, starts at the top of the tunnel and continues up Pine Glades Drive and ends just past the driveway entrance for the duplex at 140 & 142 Pine Glades Drive. The Phase II heating element, which is not installed, would start at the entrance to Jessica Lane and continue west for approximately 100 feet.

The applicant is requesting that the in-road heating element for both phases be removed from the original approval because it was not an LDR requirement and is necessary to maintain safe road conditions. The applicant states that the heating element has been broken for three years and operating costs in one year have reached $150,000.00. Allowing this element to be removed would relieve the HOA from having to pay high costs to fix and operate it. The applicant currently pays to have the private road plowed and sanded and no safety issues have occurred since the heating elements broke. In addition, the applicant states that heating the road does not align with the Town's energy conservation objectives.

3. Alternative Trail Plan (P20-070)

The applicant is proposing an alternative trail plan that includes three new sections of trail, two of which use portions the roads.

Section #1: The first new section of trail (below in yellow above the cul-de-sac) starts at the cul-de-sac on Pine Glades Drive and switchbacks up the hill (south) and connects to Sink or Swim which is located on the USFS property. The total elevation from the cul-de-sac to the Sink or Swim connection is approximately 90 feet over a total horizontal distance of approximately 375 feet.

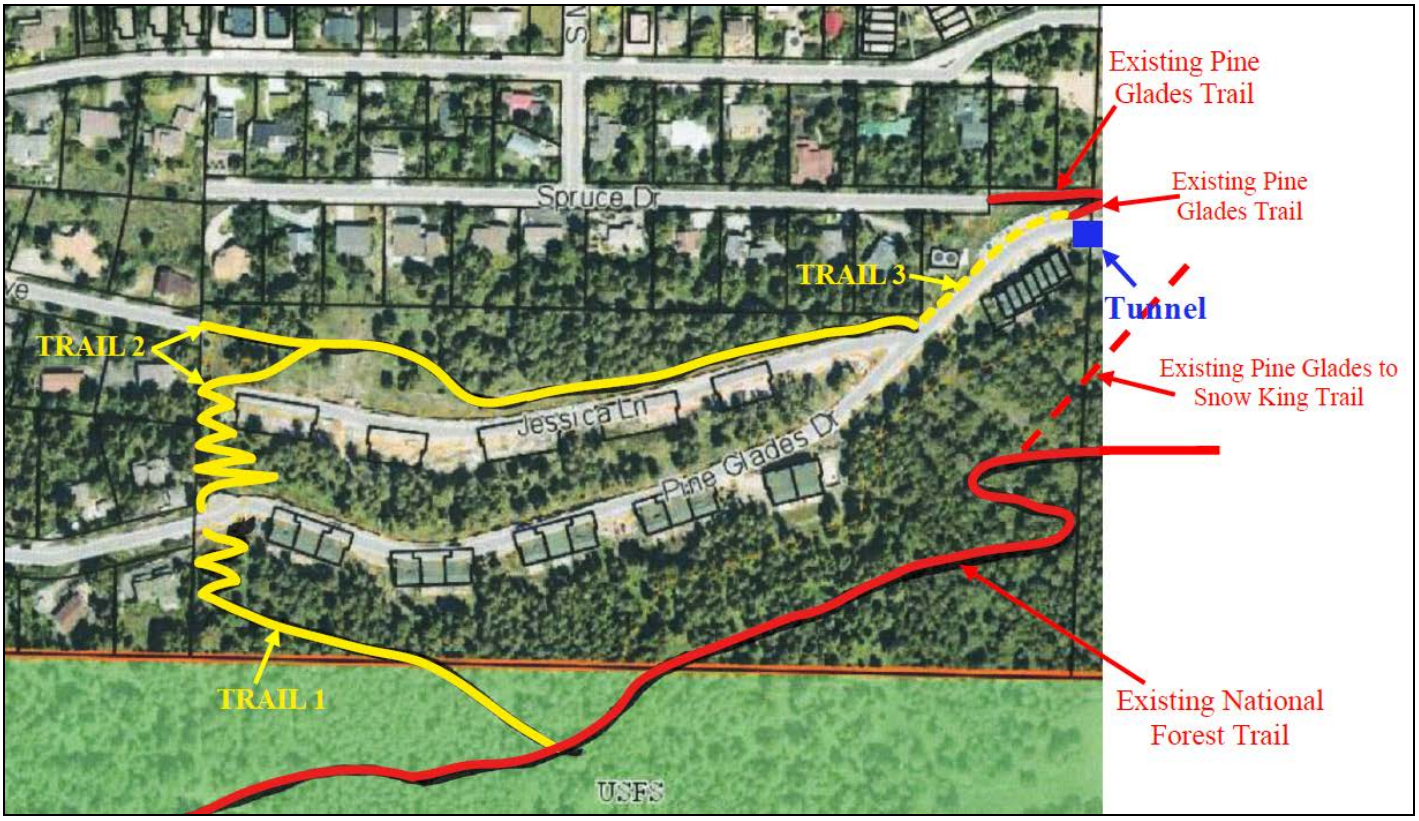
Section #2: The second section of trail (below in yellow below the cul-de-sac) also starts at the cul-de-sac on Pine Glades Drive but switchbacks down the hill (north) and connects to the existing trail below Jessica Lane. The total elevation from the cul-de-sac to the lower trail connection is approximately 75 feet over a total horizontal distance of approximately 170 feet.

Section #3: The third section of trail (below in dotted yellow adjacent to the affordable duplex) connects the trail from where the Section #2 trail intersects with Pine Glades Drive to the existing trail that starts at the top of the tunnel. The final proposed trail alignment for this section includes a delineated 5'-wide, non-vehicular public access easement over a section of Pine Glades Drive that is approximately 270 linear feet. More specifically, the easement will start slightly downhill from the intersection of Pine Glades Drive and Jessica Lane and continue downhill along the

northern 5-feet of Pine Glades Drive until it connects to the trail at the top of the tunnel. This alignment will go behind (south) the surface parking spaces.

As shown in the proposed trail section details, stone steps will be incorporated within each section due to the steep slopes and the trails will maintain a 10% average grade. Adjacent to the first section of trail, the applicant is proposing a landscape screen of trees to provide a buffer from the Phase I Pine Glades homes and the Pine Drive homes directly to the west. The applicant states that this plan meets the intent of the original developer by providing public trail access, mostly hiking and less-so mountain biking, through the site to connect to the Snow King Trail System. Although a signage plan has not been provided, the applicant intends to work with Town staff to ensure proper signage is erected and that easements are recorded against the property to ensure proper public access in perpetuity. These trails will be open year-round but only maintained during summer. Due to the steepness and use of stairs, these trails are built primarily for hikers, but portions could be used for bikers.

Proposed Alternative Trail Plan (yellow = proposed, red = existing):



Staff Review

Amendment to Development Plan

This request is considered an amendment to the Development Plan due to the significance of the proposed changes, especially the trail plan. The PUD does not need to be amended because this change does not directly impact the PUD, which addresses primarily allowed uses and dimensional standards. As part of the restructured LDRs effective on January 1, 2015, new language was added regarding amendments to past permits or approvals. Section 8.2.13.B - Amendment of Permits or Approval states that:

"All changes to an approved physical development permit, use permit, or development option plan not qualifying as minor deviations shall be considered amendments and shall be reviewed subject to the current procedure and standards of these LDRs."

As stated below under **Staff Findings**, staff was able to make all necessary findings, as conditioned, for a Development Plan.

Exterior Architectural Changes

When the Pine Glades PUD and Development Plan were approved, the Design Review Committee was not required due to the residential nature of the project, thus it is not required with this requested change. As mentioned above, the applicant deviated from the 2017 approved design and the approved building permit by replacing much of the wood siding with stone veneer during the duplex construction process (as shown in the current proposal). Thus the applicant is requesting an after-the-fact approval.

Staff has no significant concerns with the proposed exterior changes. The additional stone is viewed as an upgrade and requires less maintenance than wood. In addition, the use of stone is common throughout the development and the applicant is not introducing a new material. No additional height or floor area is proposed. Staff has added a condition of approval requiring the applicant to submit an addendum to the duplex building permits to reflect the materials proposed in this application. In fact the applicant has recently submitted an addendum to these building permits but staff will not approve the addendum unless Council approves this request. If this amendment is not approved, then the applicant would be required to remove the stone and comply with the existing 2017 design approval.

Removal of Heating Element

Staff has confirmed that the in-road heating element was not a requirement of the LDRs but rather a developer proposed amenity that was approved with the PUD and Development Plan. As such, it became a requirement of the project but can be removed through this amendment request at the Council's discretion. The heating element has, in fact, been broken for several years and so the roads have been maintained similar to any other hillside road via plowing and sanding. To date staff has not been made aware of any vehicular-related safety issues as a result of the inoperable heating element nor has Fire or Public Works raised concerns about its removal. Because the road is private and plowed/sanded at the expense of the HOA, staff does not have any concerns about removing the heating element from the HOA obligations. Additionally, unnecessary energy consumption such as a heated roadway does not align with the Town of Jackson's values and objectives towards sustainable development.

Alternative Public Trail Plan

Similar to the in-road heating element, because the original trail network was an amenity negotiated as part of the PUD, the trail plan can be re-negotiated and legally changed through this amendment process. After extensive review of the Sketch Plan, PUD and Development Plan, staff found clear evidence in writing that a trail system and public access easements are required and these trails were intended to allow residents from Pine Drive, Wister Avenue and Spruce Drive to traverse over Pine Glades to access the Snow King and Bridger Teton National Forest trail system.

In addition, based on further review and analysis by staff during the three Planning Commission hearings and several Town Council hearings, staff concludes that access across the entirety of Pines Glades Drive for the public is not a requirement of the approved PUD – i.e., access across the private road is only required if it is necessary to access one of the required public trails. For example, under the original trail plan, access to Pines

Glades Drive was necessary because the trail intersected the road in five different locations, meaning that portions of these trails required access to/from the road to be usable. The proposed amended trail plan, however, shows trails that intersects with the road at only two places: the cul-de-sac and along a section of the road adjacent to the affordable duplex. Furthermore, based on the six trail-related excerpts from the PUD included previously in this staff report (see six bullets on page 5), none of them mention or imply access to any private roads. Rather, they all speak merely to providing public access across the project to access other trails. This conclusion is a more nuanced view than the one presented by staff in the 2019 compliance letters where staff concluded that access to Pines Glades Drive was required because we assumed that the original trail plan was the only option under consideration. However, the applicant has a right to request an amendment to the trail plan and for that trail plan to be reviewed against the intent of the PUD.

Regarding trail specifics, although some portions of the trail are on steep slopes, the proposed design is suitable for the conditions and comparable to other trails. For example, the proposed trail section leading up from the cul-de-sac was included in the original approval and maintains an average 10% slope. Although stone steps will be incorporated throughout the trail plan making it difficult for bicyclists, it will still serve as a multi-use summer trail system. Although not discussed in detail in the original approval, the applicant is not proposing and is not required to maintain the trails for winter use. This makes sense given that the Sink or Swim trail is not maintained by the USFS in the winter so there is little reason to require a higher level of maintenance on the proposed trails. Nevertheless, as with the USFS trails, it is staff's understanding that the Pine Glades trails can be used by trail users in the winter at their own risk but they will not be maintained.

Teton County Pathways Department has reviewed the trail plan and provided conditional approval to this alignment. Pathways provided specific comments related to the type of cuts made into the hillside to ensure trail and slope stability. Pathways also commented that the applicant needs to maintain a clear path to all trail entrances during winter months to not block access for users even though the trails, including Sink or Swim, are not maintained during the winter. It is staff's understanding that the trails will be built by the applicant, possibly with assistance from local private nonprofits or public agencies. The applicant will also be responsible for summer trail maintenance, also possibly in coordination with private nonprofits or public agencies. Staff has added a condition of approval requiring the applicant to satisfy certain written concerns/requirements from Pathways.

The proposed trail plan was also sent for review to the USFS and staff received comments stating that they had no significant issues with the proposed trails. The comments (attached as 'USFS Review') were from 2011 but an email from Linda Merigliano (Recreation Wilderness program manager for Jackson Ranger District) confirmed that the approval in 2011 is still valid. Staff also confirmed with Pathways and the USFS that a 10% grade is typically the standard for trails on steep slopes which is what the applicant is proposing.

The applicant has not yet proposed any specific signage for the trails, but staff will work with the applicant to ensure that all trail signage is clear, accurate, and visible so that future disputes between Pines Glades residents and the general public can be avoided. Staff has added a condition of approval related to signage which includes the provision of signage requiring dogs to be leashed on trails within the Pine Glades property. In addition, the condition related to signage also includes delineation of Section #3 of trail on Pine Glades Drive.

Another important issue concerns potential landscaping/screening on both sides of the first section of trail above the cul-de-sac. Staff is supportive of vegetative screening provided that the species of trees are approved by the Fire Department. This property is located within the Wildland Urban Interface and typically the addition of trees (i.e. fuel) is not recommended unless they are of a specific species, properly spaced and irrigated. Pine Glades was required to provide a Fuels and Vegetation Mitigation plan which required the removal and pruning/thinning of hundreds of Douglas fir trees. Pine Glades was also required to plant over a

hundred new fire-resistant tree species such as Aspen, Serviceberry and Snowberry in order to help screen the development. Staff has added a condition of approval requiring that the applicant work with the Fire and Planning Departments on an appropriate landscape screening plan for the first section of trail above the cul-de-sac that does not conflict with the Wildland Urban Interface code requirements.

Section #3 of trail originally had two options, one that wrapped around the north side of the affordable duplex and one that hugged the north side of the roadway and parking lot. Both of those options have been removed due to concerns from the affordable duplex owners. The final proposed alignment for this section of trail still provides the same connection between the lower Jessica Lane trail and trail at the top of the tunnel, but instead uses a 5'-wide delineated roadway path along the north side of Pine Glades Drive. Staff supports this option because it results in the least amount of impact to the affordable duplex owners and provides a direct connection from the lower Jessica Lane Trail to the trail at the top of the tunnel. Staff has added Condition #5 which specifically addresses this section of trail including screening, delineating the path and recording of an easement.

Staff originally set the completion deadline for constructing trails, installing signage, installing screening, inspection, and recording easements by no later than September 1, 2020. However because these amendment requests required several Planning Commission and Town Council hearings over a series of months, staff has pushed the final completion deadline back to November 1, 2020, to account for lost time.

In summary, staff finds that the alternative trail plan generally accomplishes the intent of the original Development Plan/PUD approval by providing public trail access across the property for people from all three roads (Pine Drive, Wister Avenue, Spruce Drive). This would complete an important project obligation from the 2007 approval. The benefits of the alternative trail plan are a public trail network with legally guaranteed recorded access easements.

Tree Topping

Since the April 20, 2020 Town Council meeting, the property owner has taken affirmative action to address and mitigate tree topping violations. The owner has planted 30 new Spruce trees 12'-15' tall for the 15 trees that were topped. This was done according to the attached 'Tree Topping Mitigation Letter – June 1, 2020' was sent to the owner and serves as the terms of the mitigation. Staff inspected the property at 8:00 AM on Thursday, June 11, 2020 and found the site to be in compliance with tree topping mitigation letter. Staff finds the matter of tree topping to be resolved.

Concerns over Liability

The approval of the Pines Glades PUD included a requirement that the developer provide trails with public access easements. As is clear from the approval, the public access easements are to be granted by the developer/landowner (grantor) to the general public (grantee) – the Town is not involved in any way because the easements are not being granted to the Town for our benefit. According to the PUD and Subdivision Improvement Agreement (SIA), Pines Glades is responsible for building and maintaining all required trails. Thus, Pines Glades assumes all control over and liability for the public access easements, which is typical in these types of cases.

For example, the Daisy Bush PUD, which was approved in 2008 at the same time as Pine Glades, included a condition of approval that public access be provided for "uninhibited non-motorized access" on both internal roads (Dylan Drive and Wheatley Way) and on the pathway connecting the two roads. This public access easement was then shown on the approved plat and was 20' wide and encompassed the entire roads (i.e., pedestrians/bikers sharing the road with cars). The Town has no liability for activities taking place on Daisy

Bush's required public access easements, nor was any such liability implied. The same is true for Pines Glades. So, while we know some residents of Pines Glades are concerned about liability and seem to think that the Town is responsible for providing some level of liability insurance, this belief is mistaken and not supported by the record or past practice.

Planning Commission

This item went before the Planning Commission three times — January 15, 2020; February 5, 2020; and March 4, 2020 — before a final recommendation was made.

At the first Planning Commission on January 15, 2020, the full project proposal was presented followed by a series of public comment from Pine Drive residents and Pine Glades residents. The Planning Commission asked questions about how specific the original approvals were with regard to trails and public access. Staff explained that the written record is not explicitly clear on all relevant trail matters other than the fact that a trail system and public easements were required. Staff also explained, as we did in the staff report, that no public access easements over the roads exist and Pine Glades Drive is a private road. The Planning Commission also had general legal questions about requiring public easements on private roads and liability. After a Q&A with staff, the Planning Commission continued the item requesting that the Town Attorney be present to answer legal questions.

At the second Planning Commission meeting on February 5, 2020, the Commission heard new public comment from the two affordable duplex owners who expressed concerns over the closeness of the trail to their home, especially about a previous alignment that wrapped below and around their units. Their opinion was that both trail alternatives for Section #3 would have negative impacts on their privacy and living conditions. After much discussion, the Planning Commission indicated that they were leaning toward recommending denial to the Town Council based on the concerns of the duplex owners and because they were unsure that they could make Finding #6 which requires the proposed project to be in substantial conformance with all standards or conditions of any prior applicable permits or approvals. The applicant was given the opportunity to continue the item to consider ways to address these concerns. The applicant requested a continuance and the item was continued to the March 4, 2020, meeting.

At the third and final Planning Commission meeting on March 4, 2010, the Commissioners were presented with a revised trail plan and supplemental memo from the applicant. The memo stated that the applicant was open to removing Section #1 of trail above the cul-de-sac due to its unpopularity from Pine Drive residents and some Pine Glades residents. Both staff and the Planning Commission prefer this section of trail to remain because it provides the most direct path to the upper trail system (i.e. Sink or Swim) from Pine Drive and is consistent with the original trail plan which included this section of trail. Removing this section of trail would ultimately result in less trail options for Pine Drive trail users. The applicant also offered to provide screening along Section #3 of trail with vegetation or fencing to help mitigate impacts from the trail on the affordable duplex. Both staff and the Planning Commission were supportive of this idea assuming the screening mechanism does not inversely impact the duplex owners in any way, such as casting more shade on the units. Staff has modified Condition #6 so that the final screening design be reviewed and approved by the Town with consultation with the duplex owners to help address their concerns.

At the end of the March 4, 2020, Planning Commission meeting, there was a general frustration amongst the Commissioners over the unclearness of the original approval, and the tensions that have resulted between neighboring property owners. Overall, the Planning Commission found that the trail plan did provide a similar level of connectivity to the original trail plan and was able to make all required findings and thus recommended approval to Town Council as stated in the staff report. The Commissioners were encouraged

by the fact that trails will get built this year and easements will be subsequently recorded putting to rest the neighborly disputes over access.

Future Applications

Remaining applications required by the applicant to complete the Pine Glades PUD. Below are the remaining required applications:

1. **Development Agreement (DA):** a DA is required for Phase II (Jessica Lane) based upon the original Subdivision Improvement Agreement (SIA) and needs Town Council approval. The DA is related to improvements on Jessica Lane (i.e. road, utilities, trail, update to landscaping, etc.). However the applicant cannot apply for the DA until the issue regarding trails and public access is resolved either through this application of through enforcement.
2. **Grading Permit:** A Grading Permit is required for the proposed work on Jessica Lane related to the road, building envelopes, multi-use trail and utilities.
3. **Building Permit:** Building Permits are required for each of the remaining 13 market townhome units.
4. **Subdivision Plat:** A Subdivision Plat is required to subdivide the remaining 13 townhomes for individual ownership as originally contemplated.

Staff Findings

General Comment: Findings should only apply to changes, not original Development Plan

Item A (P19-262 - duplex modifications): Development Plan. Development Plan proposals may be approved only if all of the following findings are made:

1. *The proposed project is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.*

   The proposed application is located in Character District #6 Town Periphery:

   This residential, STABLE Subarea is defined by low to medium density platted single family homes with some pockets of multifamily development which should be maintained in the future. Consideration of clustered/multifamily development to preserve large portions of open space and/or wildlife habitat/movement corridors will also remain an option. In the future, building size should maintain the existing bulk and scale to avoid the construction of much larger homes that currently exist today. Development should be sensitive to the steep slopes, avalanche terrain and other natural features found in the subarea. Portions of this subarea also function as a wildlife movement corridor between the National Forest, Karns Meadow and the Southern hillsides of East Gros Ventre Butte. Wildlife permeability should be maintained or improved.

   Complies. Staff finds that the project is consistent with the vision for subarea 6.1 as described above, specifically as the amendment does not increase the existing density which is considered to be low to medium. Building size and bulk are also not changing from what was previously approved. Additionally, wildlife permeability was considered into the original design to help function as a wildlife corridor between the listed areas above (i.e. National Forest, Karns Meadow and Southern hillsides of East Gros Ventre Butte). The proposed amendment does not significantly impact such corridors. Staff also finds that the project is generally consistent will all other applicable provisions of the Comprehensive Plan, and as such finds that it achieves the level of consistency necessary for Development Plan approval.

In addition, staff finds that the application should be reviewed for consistency specifically with Subarea 6.1 Low to Medium Density Neighborhoods which states as follows as the desired vision for the subarea:

Common Value 1: Ecosystem Stewardship

Policy 1.1.c: Design for wildlife permeability

Complies. The subject property is not located within the Natural Resource Overlay (NRO) or Scenic Resource Overlay (SRO), but an Environmental Analysis (EA) was done in 2005 which concluded that the site provides non-crucial habitat for deer, moose and elk. The EA also contemplated the location of all roads and buildings. Since the building location and size are not changing, staff finds that the proposed exterior modifications will not have a significant negative impact on wildlife permeability.

Policy 1.3.b: Maintain expansive hillside and foreground vistas

Complies. Staff finds that the project as previously approved maintains expansive hillside and foreground vistas through its design. The proposed amendment does not impact additional hillside disturbance beyond what was originally contemplated.

Common Value 2: Growth Management

Policy 4.3.a: Preserve and enhance stable subareas

Complies. Staff finds that because the density and bedroom count will remain the same, the proposed project does preserve and enhance stable subareas.

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

Complies. Staff finds that the exterior changes amendment have no significant impact on natural features because the amount of disturbance is the same as the original approval.

Common Value 3: Quality of Life

Policy 5.3.b: Preserve existing workforce housing stock

Not applicable.

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

   Not applicable.

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

Complies. Staff finds that the proposed project will not increase the need for public services and so will not have significant impacts on public facilities and services. Furthermore, as part of the original approval, significant off-site infrastructure improvements were completed to serve the site's needs and help counter any significant impacts on public facilities and services.

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

   Not applicable.

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

   Complies. As conditioned, staff finds that the proposed project complies with the standards of these LDRs as the request meets all requirements such as FAR, LSR, setbacks, height, etc. In addition, the project is in compliance with all other Town Ordinances.

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

   Complies. As conditioned, staff finds the request to modify the architectural features and materials of the duplex at 140 & 142 Pine Glades Drive to be in substantial conformance with past approvals because no bedrooms or density are being added and because the building is not being relocated. Although the appearance of this duplex differs from the original design, this project was not required to go before the Design Review Committee, thus there are no design standards that apply to this development. In fact the duplex design was already changed once in 2017 through a Development Plan amendment. Staff finds this current amendment to be a minor and not affecting the original approval in any significant way.

Item B (P20-069 - heating element): Development Plan. Development Plan proposals may be approved only if all of the following findings are made:

1. *The proposed project is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.*

   The proposed application is located in Character District #6 Town Periphery:

   This residential, STABLE Subarea is defined by low to medium density platted single family homes with some pockets of multifamily development which should be maintained in the future. Consideration of clustered/multifamily development to preserve large portions of open space and/or wildlife habitat/movement corridors will also remain an option. In the future, building size should maintain the existing bulk and scale to avoid the construction of much larger homes that currently exist today. Development should be sensitive to the steep slopes, avalanche terrain and other natural features found in the subarea. Portions of this subarea also function as a wildlife movement corridor between the National Forest, Karns Meadow and the Southern hillsides of East Gros Ventre Butte. Wildlife permeability should be maintained or improved.

   Complies. Staff finds that the project is consistent with the vision for subarea 6.1 as described above, specifically as the amendment does not increase the existing density which is considered to be low to medium. Building size and bulk are also not changing from what was previously approved. Additionally, wildlife permeability was considered into the original design to help function as a wildlife corridor between the listed areas above (i.e. National Forest, Karns Meadow and Southern

hillsides of East Gros Ventre Butte). The proposed amendment does not significantly impact such corridors. Staff also finds that the project is generally consistent will all other applicable provisions of the Comprehensive Plan, and as such finds that it achieves the level of consistency necessary for Development Plan approval.

In addition, staff finds that the application should be reviewed for consistency specifically with Subarea 6.1 Low to Medium Density Neighborhoods which states as follows as the desired vision for the subarea:

Common Value 1: Ecosystem Stewardship

Policy 1.1.c: Design for wildlife permeability

Not applicable.

Policy 1.3.b: Maintain expansive hillside and foreground vistas

Not applicable.

Common Value 2: Growth Management

Policy 4.3.a: Preserve and enhance stable subareas

Not applicable.

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

Not applicable.

Common Value 3: Quality of Life

Policy 5.3.b: Preserve existing workforce housing stock

Complies. All nine (9) deed restricted units will not be affected by this proposal. In fact, the removal of the heating element will ensure that any high maintenance and/or operating costs associated with the heating elements will not be passed onto the affordable and workforce restricted units.

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

   Not applicable.

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

   Complies. Staff finds that the proposed project will not increase the need for public services and so will not have significant impacts on public facilities and services. Furthermore, as part of the original approval, significant off-site infrastructure improvements were completed to serve the site's needs and help counter any significant impacts on public facilities and services.

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

   Not applicable.

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

   Complies. Because roadway heating elements are not typically required or addressed by the LDRs or Town Ordinances, staff finds the request to remove the heating element to meet this finding.

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

   Complies. Staff finds the request to remove the heating element to be in substantial conformance with past approvals because the heating element is not an LDR requirement but rather an added amenity as part of the PUD. This requested change is viewed as minor amendments not affecting the original approval in any significant way. In addition, removing the heating element will eliminate any associated operating costs from being passed on to the affordable units.

Item C (P20-070 - trails): Development Plan. Development Plan proposals may be approved only if all of the following findings are made:

1. *The proposed project is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.*

   The proposed application is located in Character District #6 Town Periphery:

   This residential, STABLE Subarea is defined by low to medium density platted single family homes with some pockets of multifamily development which should be maintained in the future. Consideration of clustered/multifamily development to preserve large portions of open space and/or wildlife habitat/movement corridors will also remain an option. In the future, building size should maintain the existing bulk and scale to avoid the construction of much larger homes that currently exist today. Development should be sensitive to the steep slopes, avalanche terrain and other natural features found in the subarea. Portions of this subarea also function as a wildlife movement corridor between the National Forest, Karns Meadow and the Southern hillsides of East Gros Ventre Butte. Wildlife permeability should be maintained or improved.

   Complies. Staff finds that the project is consistent with the vision for subarea 6.1 as described above, specifically as the amendment does not increase the existing density which is considered to be low to medium. Building size and bulk are also not changing from what was previously approved. Additionally, wildlife permeability was considered in the original design to help function as a wildlife corridor between the listed areas above (i.e. National Forest, Karns Meadow and Southern hillsides of East Gros Ventre Butte). The proposed trail amendment does not significantly impact such corridors. Staff also finds that the project is generally consistent with all other applicable provisions of the Comprehensive Plan, and as such finds that it achieves the level of consistency necessary for Development Plan approval.

   In addition, staff finds that the application should be reviewed for consistency specifically with Subarea 6.1 Low to Medium Density Neighborhoods which states as follows as the desired vision for the subarea:

Common Value 1: Ecosystem Stewardship

Policy 1.1.c: Design for wildlife permeability

Complies. The subject property is not located within the Natural Resource Overlay (NRO) or Scenic Resource Overlay (SRO), but an Environmental Analysis (EA) was done in 2005 which concluded that the site provides non-crucial habitat for deer, moose and elk. The EA also contemplated the original approved trails and future trail connections beyond what was approved. Considering that approximately one mile of trails were analyzed with the original design, staff finds that the proposed trail system will not have a significant negative impact on wildlife permeability.

Policy 1.3.b: Maintain expansive hillside and foreground vistas

Complies. Staff finds that the project as previously approved maintains expansive hillside and foreground vistas through its design. The proposed amendment does not impact additional hillside disturbance beyond what was originally contemplated.

Common Value 2: Growth Management

Policy 4.3.a: Preserve and enhance stable subareas

Not applicable.

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

Complies. Although the proposed trail plan will disturb hillside areas not originally contemplated (i.e. below the cul-de-sac), the proposed amendment proposes no more overall hillside disturbance than the originally proposed one-mile of trails. Staff finds that the amendment has no significant impact on natural features in the built environment.

Common Value 3: Quality of Life

Policy 5.3.b: Preserve existing workforce housing stock

Not applicable.

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

   Not applicable.

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

   Complies. Staff finds that the proposed project will not have significant impacts on public facilities and services.

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

Not applicable.

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

   Complies. As conditioned, staff finds that the proposed project complies with the standards of these LDRs and all other Town Ordinances.

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

   Complies. Staff finds that, as conditioned, the proposed project is in substantial conformance with the previously approved Sketch Plan, PUD, and Development Plan. After extensive research into the past approvals, staff found that the original approvals required a trail system with associated public access easements that would allow residents on Pine Drive, Wister Avenue and Spruce Drive to traverse across Pine Glades to access the Snow King and Bridger-Teton National Forest trail system. Nowhere in the written record did the trail system clearly require public non-vehicular access on and over the private road independent of access to these trails. Thus, after reviewing the applicant's proposal for an amended trail system, staff finds that it provides the level of intended public access across Pine Glades benefitting Pine Drive, Wister Avenue and Spruce Drive residents, and also includes public easements that will be subsequently recorded. Staff finds this proposal to be in substantial conformance with the intent of past approvals regarding trails and public access even though the exact location of some trails has changed. The overall intent and level of connectivity with this proposal is consistent with the PUD's original intent.

ATTACHMENTS

Applicant Submittal w/ Supplemental Information
Original Trail Plan
Currently Approved Trails
Department Reviews
USFS Review
Compliance Letter – May 2019
Compliance Response Letter - June 2019
Compliance Final Letter - September 2019
Public Comment
Tree Topping Mitigation Letter - June 1, 2020
Supplemental Correspondence - June 11, 2020
Final Trail Plan w/ Revision to Section #3 of Trail

STAKEHOLDER ANALYSIS

The primary stakeholders are the Pine Glades residents and owners and the general public who serve to benefit from the trail access through the private development.

PUBLIC COMMENT

Staff has received written and verbal comment on this proposal from several Pine Drive residents, all of which is related to the proposed trail plan. Generally speaking, all of the written and verbal comments from Pine Drive residents strongly oppose the proposed trail plan and contest that it does not line up with the

promises of the original developer to provide access through the roads and that this access should now be granted through an easement benefitting the public. Other comments expressed concern over the steepness of the proposed trails and their inability to accommodate mountain biking. Additionally, concerns were expressed that the proposed trails will no longer allow year-round access because some people walk on the road during winter to access other trails such as Sink or Swim which are not maintained in the winter but are frequently used by locals.

Staff has spoken to two property owners on Wister Avenue (435 & 410 Wister Avenue) who do not have any strong opposition to the proposal but hope that trail access through the site will continue to be allowed. The property owner at 410 Wister Avenue expressed concerns about the location of the trail which switchbacks down from the cul-de-sac and its impact on existing Spruce trees that provide screening from the Pine Glades development. That owner would like to see those trees remain if possible. Staff has added a condition to this effect.

The two duplex owners located at 45 Pine Glades Drive originally expressed their concerns over Section #3 of trail due to how close the trail was to their home. However, due to the most recent change in Section #3 of trail, which now runs along the road, both affordable owners now support Section #3 and provided written comments reflecting their change in opinion.

Staff has received a letter (attached) from 10 homeowners of market homes within Pine Glades expressing their support for the proposed amendments, specifically the current trail plan presented by the applicant. The letter goes on to explain their concerns for granted public access after-the-fact, liability and other concerns. In addition, Jeff Hussey, who was the previous developer/owner who currently owns a townhome in Pine Glades, provided a separate letter which states that public non-vehicular access over the roads was never part of the original approval regardless of statements made by Dave Taylor.

Finally, staff has received written comments from the majority of the Pine Glades HOA board who support all sections of trail and will vote for its approval if approved by Council.

FISCAL IMPACT

There will be no significant fiscal impact to the Town if the proposed project is approved. However, there is the potential for significant fiscal impact if the request is not approved which is likely to result in significant additional costs related to increased staff time to enforce and defend our desired compliance outcome through Option #1 or other avenues.

STAFF IMPACT

Staff has spent a significant amount of time, more than a typical project of this size, meeting with the applicant, coordinating with other departments, researching past approvals for Pine Glades, drafting enforcement letters, and drafting this report.

LEGAL REVIEW

Ongoing as needed.

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

Item A (duplex modifications): The Planning Director and Planning Commission recommend **approval** of P19-262 to amend a Development Plan, specifically to allow exterior modifications to the duplex at 140 &

142 Pine Glades Drive, subject to the departmental reviews attached hereto and the following condition of approval:

1. Prior to issuance of Certificate of Occupancy on the duplex at 140 & 142 Pine Glades Drive, the applicant shall apply for an addendum to the duplex building permits to revise all exterior elevations to reflect the approved materials and changes.

Item B (heating element): The Planning Director and Planning Commission recommend approval of P20-069 to amend a Development Plan, specifically to allow the removal of the in-road heating element in both phases, subject to the departmental reviews attached hereto.

Item C (trails): The Planning Director and Planning Commission recommend approval of P20-070 to amend a Development Plan, specifically to allow a new trail plan, subject to the departmental reviews attached hereto and the following conditions of approval:

1. By no later than November 1, 2020, all trails, signage and roadway trail delineations shall be installed and satisfactorily inspected. In addition, by no later than November 1, 2020, the applicant shall record public access easements for the approved trails to the satisfaction of the Planning Director, Pathways Director, and Town Attorney. Signage at all trail entrances shall be installed and include a requirement that all dogs must be leashed.
2. Prior to November 1, 2020, the applicant shall work with the Fire Department and Planning Department on an appropriate landscape screening plan for the Section #1 trail above the cul-de-sac that does not conflict with the Wildland Urban Interface code requirements. The final screening plan and installation shall also be completed by November 1, 2020.
3. The applicant shall satisfactorily address all concerns from the Pathways Director related to technical or engineering suggestions for the trails. Comments related to neighbor approval or unspecified ongoing concerns are not the responsibility of the applicant.
4. The applicant shall make all efforts to not disturb mature spruce trees in the section of the trail below the cul-de-sac. Any necessary removal of trees will require new trees to be planted to ensure adequate screening is maintained. All new trees will require approval from the Fire Department and Planning Department.
5. The trail route for Section #3 that runs on the northern side Pines Glades Drive and connects to the trail at the top of the tunnel shall be the approved trail alignment. This trail is 5'-wide by approximately 270' long and runs behind the surface parking spaces. The existing landscape screening between the road and the affordable duplex shall remain. In addition, signage and trail delineation (i.e. striping) shall be reviewed and approved by the Planning Department and Pathways Coordinator prior to installation. The public non-motorized access easement, along with signage and trail delineation, for this section of Pine Glades Drive shall be completed and recorded by no later than November 1, 2020.

SUGGESTED MOTIONS

Item A (duplex modifications): Based upon the findings as presented in the staff report and made by the applicant for a Development Plan (Item P19-262), I move to make findings 1-6 in Section 8.3.2.C of the Land Development Regulations related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Complies with Town Design Guidelines; 5) Compliance with relevant LDRs & Town Ordinances; 6) Conformance with past permits & approvals, to **approve** a Development Plan amendment, specifically to allow exterior modifications to the duplex at 140 & 142 Pine Glades Drive, subject to the departmental reviews and to this staff report, dated April 20, 2020, and the following condition of approval:

1. Prior to issuance of Certificate of Occupancy on the duplex at 140 & 142 Pine Glades Drive, the applicant shall apply for an addendum to the duplex building permits to revise all exterior elevations to reflect the approved materials and changes.

Item B (heating element): Based upon the findings as presented in the staff report and made by the applicant for a Development Plan (Item P20-069), I move to make findings 1-6 in Section 8.3.2.C of the Land Development Regulations related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Complies with Town Design Guidelines; 5) Compliance with relevant LDRs & Town Ordinances; 6) Conformance with past permits & approvals, to approve a Development Plan amendment, specifically to allow the removal of the in-road heating element in Phases 1 and 2 of the PUD, subject to the departmental reviews and to this staff report, dated April 20, 2020.

Item C (trails): Based upon the findings as presented in the staff report and made by the applicant for a Development Plan (Item P20-070), I move to make findings 1-6 in Section 8.3.2.C of the Land Development Regulations related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Complies with Town Design Guidelines; 5) Compliance with relevant LDRs & Town Ordinances; 6) Conformance with past permits & approvals, to **approve** a Development Plan amendment, specifically to allow a new trail plan, subject to the departmental reviews and to this staff report, dated April 20, 2020, and the following conditions of approval:

1. By no later than November 1, 2020, all trails, signage and roadway trail delineations shall be installed and satisfactorily inspected. In addition, by no later than November 1, 2020, the applicant shall record public access easements for the approved trails to the satisfaction of the Planning Director, Pathways Director, and Town Attorney. Signage at all trail entrances shall be installed and include a requirement that all dogs must be leashed.
2. Prior to November 1, 2020, the applicant shall work with the Fire Department and Planning Department on an appropriate landscape screening plan for the Section #1 trail above the cul-de-sac that does not conflict with the Wildland Urban Interface code requirements. The final screening plan and installation shall also be completed by November 1, 2020.
3. The applicant shall satisfactorily address all concerns from the Pathways Director related to technical or engineering suggestions for the trails. Comments related to neighbor approval or unspecified ongoing concerns are not the responsibility of the applicant.
4. The applicant shall make all efforts to not disturb mature spruce trees in the section of the trail below the cul-de-sac. Any necessary removal of trees will require new trees to be planted to ensure adequate screening is maintained. All new trees will require approval from the Fire Department and Planning Department.
5. The trail route for Section #3 that runs on the northern side Pines Glades Drive and connects to the trail at the top of the tunnel shall be the approved trail alignment. This trail is 5'-wide by approximately 270' long and runs behind the surface parking spaces. The existing landscape screening between the road and the affordable duplex shall remain. In addition, signage and trail delineation (i.e. striping) shall be reviewed and approved by the Planning Department and Pathways Coordinator prior to installation. The public non-motorized access easement, along with signage and trail delineation, for this section of Pine Glades Drive shall be completed and recorded by no later than November 1, 2020.

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: Pine Glades amendment

Physical Address: 140, 142 Pine Glades Drive

Lot, Subdivision: Lots 13, 14, H Pine Glades Townhomes PIDN: 22-41-16-33-4-38-008

PROPERTY OWNER.

Name: Pine Canyon, LLC Phone: 690-4436

Mailing Address: PO Box 4741; Jackson, WY ZIP: 83001

E-mail: collinsplanning@bresnan.net

APPLICANT/AGENT.

Name: Collins Planning Associates Phone: 690-4436

Mailing Address: PO Box 7441; Jackson, WY 83002 ZIP: 83002

E-mail: collinsplanning@bresnan.net

DESIGNATED PRIMARY CONTACT.

_____Property Owner __X__Applicant/Agent

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

Use Permit

_____Basic Use

_____Conditional Use

_____Special Use

Relief from the LDRs

_____Administrative Adjustment

_____Variance

_____Beneficial Use Determination

_____Appeal of an Admin. Decision

Physical Development

_____Sketch Plan

X amd Development Plan

_____Design Review

Subdivision/Development Option

_____ Subdivision Plat

_____Boundary Adjustment (replat)

_____Boundary Adjustment (no plat)

_____Development Option Plan

Interpretations

_____Formal Interpretation

_____Zoning Compliance Verification

Amendments to the LDRs

_____LDR Text Amendment

_____Map Amendment

Miscellaneous

_____**Other:**_____

_____ 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 #: P18 - 250

Environmental Analysis #: n/a

Original Permit #: P07 - 126 & 127

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?

X **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

X **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.

X **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 on hard copy

Signature of Property Owner or Authorized Applicant/Agent

October 7, 2019

Date

Bill Collins

Name Printed

Agent

Title

LETTER OF AUTHORIZATION

Pine Canyon, LLC ,"Owner" whose address is: P.O. Box 4741
Jackson, WY 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

, as the owner of property more specifically legally described as: Pine Glades PUD, Lots 13 & 14 and H

(If too lengthy, attach description)

HEREBY AUTHORIZES Collins Planning Associates 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: John Tozzi / Pine Canyon LLC

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: President

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

STATE OF New York)
)SS.
COUNTY OF New York)

The foregoing instrument was acknowledged before me by John Tozzi this 25th day of September, 2019.

WITNESS my hand and official seal.

(Seal)

(Notary Public)

My commission expires:

SARAH A. TECLA
Notary Public, State of New York
No. 01TE6341433
Qualified in New York County
Commission Expires May 2, 2020

PROPOSED AMENDMENT TO THE PINE GLADES DEVELOPMENT PLAN

October 7, 2019

Project Name, Location
Pine Glades PUD
Townhome Lots 13, 14; Common Lot H
140, 142 Pine Glades Drive

Approval Sought
Development Plan Amendment

PROJECT STATUS

Initial Approval
The Pine Glades PUD was approved in 2008 and includes 27 free-market townhomes and 12 affordable units (later reconfigured into fewer affordable units with the same number of bedrooms). The free-market units were approved for construction in two phases and consist of a combination of two-unit and three-unit buildings.

Phase one has been developed with 14 free-market units (including the last duplex currently under construction) and nine affordable housing units. All of the units, except the duplex under construction (identified as S-1 on lots 13 and 14), have been sold and are occupied. The last two-unit building in phase one that is under construction is the subject of this application.

Phase two has not been fully developed although the major infrastructure has been installed under the future road. Remaining to be constructed in phase two are 13 free-market townhomes, infrastructure services from the main lines to each unit, Jessica Lane and an associated retaining wall.

The PUD approval included an extensive landscape plan that calls for the planting of a significant number of trees and a substantial portion of this planting has been completed. Actually, the new developer of phase two is exceeding the planting requirements. Phase two will include the remaining landscaping and the construction of trails that will provide hiking access to the USFS land.

New Owner
Pine Glades has a 10-year history and currently sits in a half completed state in which much of the property is an unsightly unfinished development. The original developer of Pine Glades failed to complete the project and under financial stress sold the entire development. The second owner also failed to complete the project and eventually sold all undeveloped portions of the development to Pine Canyon, LLC, the current owner and applicant.

Pine Canyon, LLC is intent on completing the development and moving beyond questions that have lingered from past ownerships. In most instances when developments fail and pass

through several owners, the project ultimately is completed through a "work out plan" that reduces obligations or increases development rights. In this instance, the current owner desires to complete the development in part by elevating the amenities and making visual upgrades that enhance the marketability of the development. From the viewpoint of the Town of Jackson and the neighbors, completing the development is the best way to clean up the unsightly property and settle any outstanding questions. Approving the trail plan that is a part of this application a key step in completing the development.

DESCRIPTION of PROPOSED CHANGES

The applicant proposes two items for approval and one item of clarification.

1. Approval is requested of a material change to the exterior of duplex S-1 that is currently under construction on lots 13 and 14. This change adds stone on east and west ends of the S-1 building where wood siding/shingles was planned. Also, stone is added to columns in front of the S-1 building where wood siding was planned. The wood siding on the columns of the existing buildings wick water. See the attached exhibits.

2. Approval also is requested of a trail network that implements a part of the original PUD approval. See the attached exhibits.

3. Clarification is sought that in-road heating elements to melt snow on the Pine Glades roads are not required. The result of this clarification will allow the Pine Glades HOA to avoid repairing and operating an existing element in the phase one road and further allow Pine Glades, LLC to avoid installing a future element in the phase two road.

DISCUSSION OF PROPOSED CHANGES

Material Change to Duplex S – 1

No design guidelines or LDR design standards for "fit and finish" apply to Pine Glades. While this amendment includes a request to change exterior finish from wood siding to stone for the duplex under construction on lots 13 and 14, there are no criteria for approval or denial. The planning department's procedural requirement for approval of the material change is based on sketches of the buildings that were included in the 2008 PUD application.

Trail Network

Neighbors to the Pine Glades subdivision historically crossed the private property to access trails in the National Forest and the original developer of Pine Glades promised trail access will be maintained as part of the development. Review of information in the planning files and discussions with the planning director led to the conclusion that two trails are required: 1) an upper trail that traverses the hillside uphill of the phase one buildings; and, 2) a lower trail that crosses the hillside below the phase two development. Neither of the previous two developers

completed the trails, causing the neighbors to grow agitated over the years as they expected such access. Pine Canyon, LLC is committed to constructing the trails and recording easements that allow lawful public access across the property.

The attached exhibits delineate the proposed trail locations and where the new links connect to existing trails. The new trail segment that climbs uphill from the existing cul-de-sac was in the original Pine Glades approval but subsequently relocated. A document in the planning department file claims that this segment is too steep and climbs 500 vertical feet. The vertical climb from the cul-de-sac to the connection with the existing USFS trail is 89 feet and the trail maintains a 10% average grade. Pine Glades, LLC will work with Friends of Pathways and the Town/County Pathways Coordinator to determine appropriate signage that guides the public to the trails.

A plan for public hiking access across Pine Glades also must respect the liability and financial obligations of the owners within the Pine Glades development. These owners have assumed legal liability and maintenance obligations for the private roads and common open space within their development. The proposed trails plan strikes a difficult and important balance between public access and private responsibilities and is acceptable to the Pine Glades owners.

Roadway Heating Elements

An in-road heating element was planned for each road of the two roads in Pine Glades and an element was installed when the existing road was constructed. However, as time passed serious issues became evident with these heating elements. For example, the existing element failed three years ago when Pine Glades was owned by a different developer and the HOA did not repair it immediately due to very high costs. Further, the heating element was activated by the snow making operation on the Snow King ski slopes and the electric bill was $150,000 per winter. Since the malfunction of the heating element, the HOA has maintained an annual snow plowing and sanding contract for $33,800 and the road has been well maintained. Town roads west of Pine Glades are at the same elevation, grade and sun exposure as Pine Glades and they are routinely maintained by plowing and sanding. Not repairing the existing in-road heating element and not installing the future element in the phase two road, and instead relying on regular plowing and sanding, is consistent with Town's energy conservation objectives.

Nothing in the planning file indicates that the heating elements were required by the Town approval. The planning department informed the applicant that the in-road heating elements were not a requirement and were voluntarily presented by the original Pine Glades developer. However, more recently the department has listed the malfunctioning of the existing element as a violation and stated it must be repaired. This request is to clarify that the heating elements are not required, that they contradict all energy conservation efforts and the more traditional method of winter road maintenance is permitted.

FINDINGS FOR APPROVAL

8.3.2. Development Plan - Findings for Approval of a development plan

1. *Is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.*

Pine Glades is legally vested and can be completed under the currently approved plans, but the PUD also complies with the 2012 Comprehensive Plan. The development is in Character District 6.1, which calls a low to medium density residential neighborhood with some pockets of multi-family development. Although Pine Glades is a PUD, it is developing at a density that complies with the underlying Suburban zoning that was in place when Pine Glades was approve. The Suburban zoning district permitted 2.9 units per acre; Pine Glades is only 2.3 units per acre.

The 2012 Plan also calls for consideration of clustered development with large areas of open space. The Pine Glades buildings are clustered with a lot coverage of 19% of the Base Site Area when 25% coverage was permitted when the PUD was approved. The Pine Glades development has 77% of the property in open space when only 70% was required. The Pine Glades PUD is significantly less impactful to the landscape than the subdivision of single-family lots that was previously approved for the property. The single family lot subdivision was an outright use in the Suburban zoning district and was approved for development. The Pine Glades PUD replaced this subdivision before it was developed.

2. *Achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable*.

Neither the NRO nor the SRO applies to the subject property.

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

When granting the original approval of Pine Glades in 2008, the Town Council agreed with the planning department's analysis and made the finding

> "that the proposed development will not have a significant adverse impact on public facilities beyond that of a use allowed by right within the zone. The applicant has proposed significant infrastructure improvements within and beyond the subject property."

This finding remains applicable today as the numbers of units and bedrooms in the development will not change from the initial approval.

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

No design guidelines or LDR design standards apply to this development. While this amendment includes a change from wood siding to stone for the duplex on lots 13 and 14, there are no applicable criteria for approval or denial.

5. *Complies with all relevant standards of these LDRs and other Town Ordinances.*

The Town Council agreed with the planning department's conclusion in 2008 that the PUD complied with all relevant LDR standards and other town ordinances. This finding remains applicable today as the proposed revision does not increase development rights, lessen protection of natural resources or expand the footprint of development except for the two hiking trails. It may be important to recognize that only one of two phases of Pine Glades has been developed.

6. *Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*

The Pine Glades development is in compliance with the conditions of approval and all applicable LDR standards. This compliance is evidenced by the issuance over several years of building permits for 23 housing units, certificates of occupancy for the 21 units that have been completed, (the duplex on lots 13 and 14 is still under construction) and the release of the financial bond for phase one. The planning department identified several trees that have been topped on the property and is requiring additional trees be planted to mitigate the tree-topping violation. The Pine Glades, LLC will exceed the required amount of planting.

In recent months, the planning department attempted to require the Pine Glades HOA and Pine Glades, LLC record an easement allowing public access on the private roads in Pine Glades. Without any factual or legal basis, the department claims the absence of such an easement is a violation of the PUD. The department's position is not supported by anything in the multiple Pine Glades approvals, and at a minimum, contradicts the following:

- over a decade of planning permits, building permits and occupancy certificates issued by the Town of Jackson and its various departments,
- notes on the subdivision plat signed by the Planning Director and the then Mayor of the Town of Jackson,
- an explicit response from the planning department, in response to a direct question prior to the purchase by Pine Glade, LLC, that stated all required easements have been granted and no additional easements are required,
- the release of financial sureties that were required to guarantee all requirements and obligations were completed for phase one, and
- the insistence by the Town that no public maintenance or ownership responsibilities exist for the Pine Glades roads.

In reliance of its current position regarding public access across private roads, the planning department refers to a statement by the original Pine Glades developer orally spoken in a sketch plan meeting in 2008, however, the department did not incorporate the oral statement into any staff report, conditions of approval, findings of approval, easements, subdivision plat notes, or other relevant documents while they approved permits and occupancy certificates for 12 years. There now have been tens of millions of dollars in Pine Glades purchases in good faith reliance on official decisions and the written record for the development.

But it is not necessary to dwell upon the planning department's assertion because the trail network proposed by the current owner achieves a difficult and important balance. It fulfills the promised hiking access across private property; the public will be granted the hiking access they enjoyed before Pine Glades was developed. At the same time, the owners within the Pine Glades development, who have liability and financial obligations for their private roads and common open space, agree with and support the proposed trail network and its accompanying public access.



NORTH ELEVATION

SCALE: 3/16" = 1'-0"

AMENDMENT NOTES: R2

APPROVED AMENDMENT INCREASED HABITABLE FLOOR AREA ON FIRST FLOOR LEVEL OF DUPLEXES BY 100 SQFT BY ENCLOSING THE FRONT RECESSED PORCH AND A PORTION OF THE SIDE PORCH. THE FOOTPRINT OF THE STRUCTURE DID NOT CHANGE. AN ELEVATOR WAS BEING ADDED IN THE STAIR WELL/FOYER AREA. THE FRONT GABLE DORMER WAS ELIMINATED. SHEETS EFFECTED BY THESE CHANGED ARE KEYED WITH AN ASTRIX (*) IN DRAWING INDEX.

REVISION NOTE R3 12/8/17: R3

EXTERIOR SIDE WALLS WERE CHANGED TO ALL MASONRY FINISH

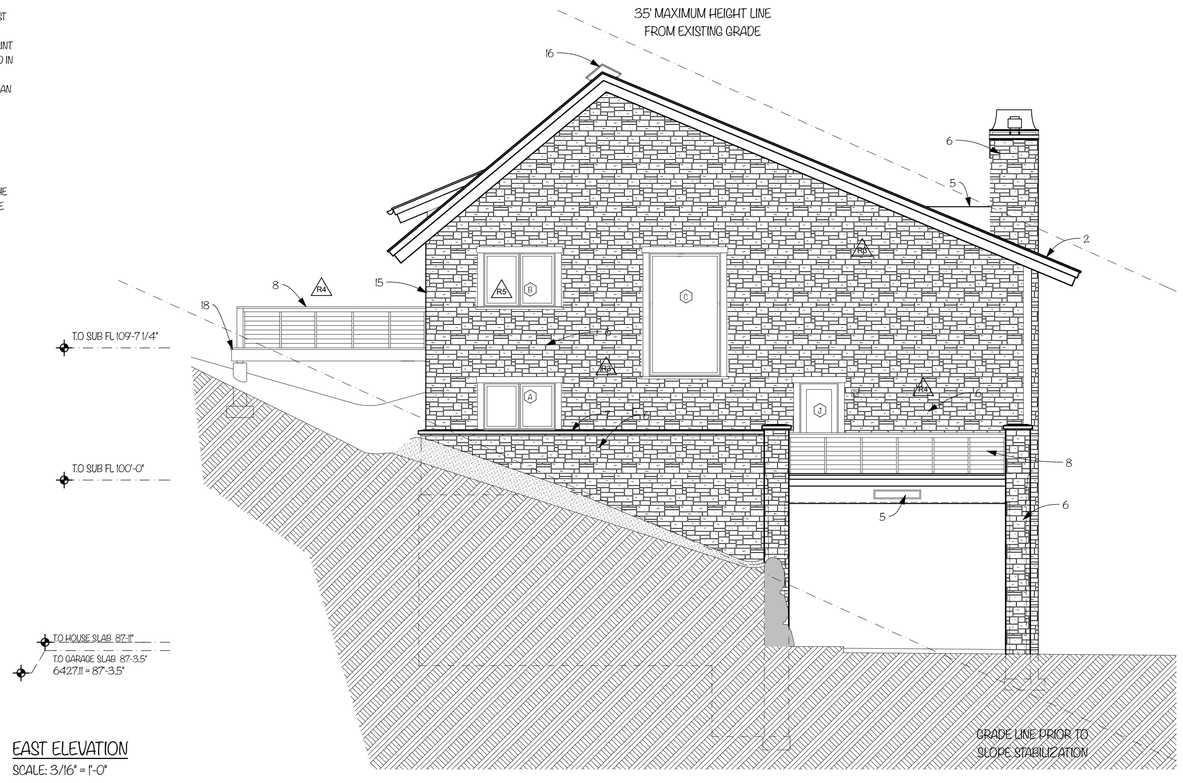
REVISION NOTE R4 7/3/18: R4

MASONRY FINISH WAS EXTENDED UP INTO GABLE ENDS AND ALONG THE WALL AT THE SIDE DECK. A WINDOW AND ROOF WAS REMOVED AT THE SIDE DECK. RAILING CHANGED TO CABLE RAIL WITH STEEL POSTS.

REVISION NOTE R5 10/9/19: R5

REMOVE MULLIONS FROM ALL WINDOWS.
CHANGE SIDING ON BACK AND UPPER LEVEL FRONT TO VERTICAL

1. CLASS "A" COMPOSITE ASPHALT ROOFING AT ALL LOCATIONS.
2. 2X FASICA AND METAL DRIP EDGES.
3. EXPOSED RAFTERS AND T&G DECKING OF TYPE IV HEAVY TIMBER CONSTRUCTION.
4. COPPER SHOUD AND SPARK ARRESTOR PER IWUIC.
5. CHIMNEY CRICKET.
6. STONE VENEER.
7. STONE LEDGE.
8. GUARDRAIL AT 42" A.F.F.
9. HORIZONTAL WOOD SIDING.
10. CEDAR SHINGLE SIDING.
11. HEAVY TIMBER COLUMNS.
12. WOOD TRIM BLOCK FOR LIGHT FIXTURE, TYP.
13. MAXIMUM CLEARANCE SIGN.
14. METAL PANEL SIDING
15. 2X CORNER BOARDS
16. RIDGE VENTING.
17. PRIVACY SCREEN
18. WOOD DECK.
19. MISC. MECH VENTS



EAST ELEVATION

SCALE: 3/16" = 1'-0"

1 EXTERIOR ELEVATIONS

SCALE: 3/16" = 1'-0"

PINEGLADES
DEVELOPMENT, LLC.
970 WEST BROADWAY SUITE E
JACKSON, WY. 83001

SAGEBRUSH
ARCHITECTURAL SERVICES
P.O. BOX 624
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307-413-0056 C.

Y2
CONSULTANTS, LLC.
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215 E. SIMPSON ST.
JACKSON, WY. 83001
307-733-2999

JTEC
JUSTIN TATOSIAN
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JACKSON, WY. 83001
307-699-1110

MEYERS
ODETTE &
ASSOCIATES
P.O. BOX 267
MOOSE, WY 83012
307-690-9547

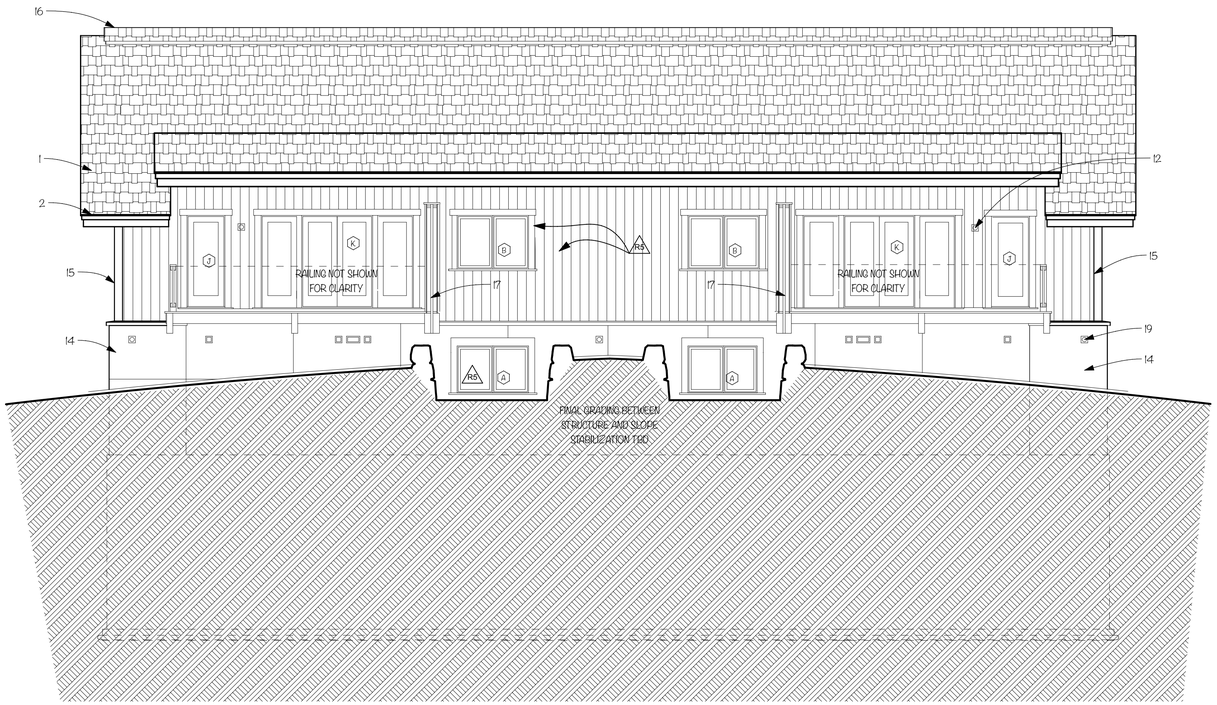
PINE GLADES S1
TWO UNIT BUILDINGS

LOTS 13 & 14, 140 & 142
PINE GLADES DRVIE
JACKSON, WYOMING

DATE/REVISION:
PERMIT 9/23/16
REVISION #1 10/17/16
AMDEND/REV #2 5/31/17
AMDEND/REV #3 12/8/17
REV. #4 7/3/18
REV. #5 10/9/19

A6

ELEVATIONS



SOUTH ELEVATION

SCALE: 3/16" = 1'-0"

AMENDMENT NOTES: R2

APPROVED AMENDMENT INCREASED HABITABLE FLOOR AREA ON FIRST FLOOR LEVEL OF DUPLEXES BY 100 SQFT BY ENCLOSING THE FRONT RECESSED PORCH AND A PORTION OF THE SIDE PORCH. THE FOOTPRINT OF THE STRUCTURE DID NOT CHANGE. AN ELEVATOR WAS BEING ADDED IN THE STAIR WELL/FOYER AREA. THE FRONT GABLE DORMER WAS ELIMINATED. SHEETS EFFECTED BY THESE CHANGED ARE KEYED WITH AN ASTRIX (*) IN DRAWING INDEX.

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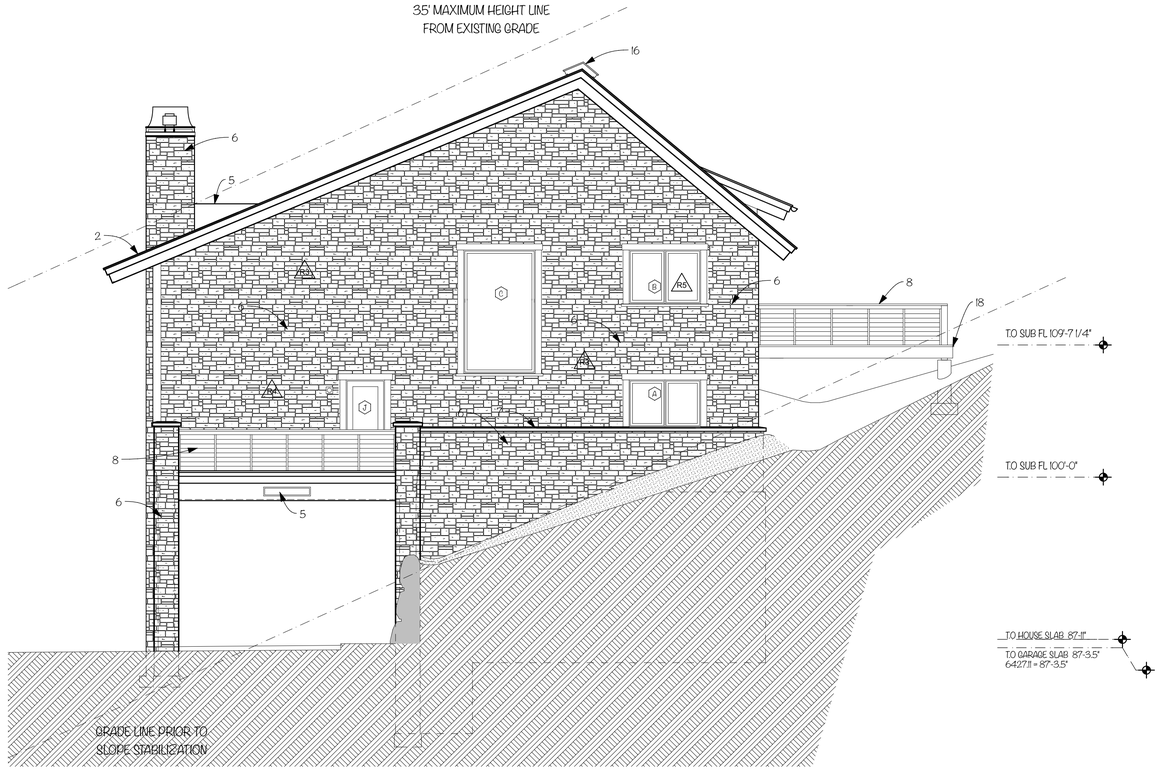
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16. RIDGE VENTING.
17. PRIVACY SCREEN
18. WOOD DECK
19. MISC. MECH VENTS.

1 EXTERIOR ELEVATIONS

SCALE: 3/16" = 1'-0"



WEST ELEVATION

SCALE: 3/16" = 1'-0"

PINEGLADES
DEVELOPMENT, LLC.
970 WEST BROADWAY SUITE E
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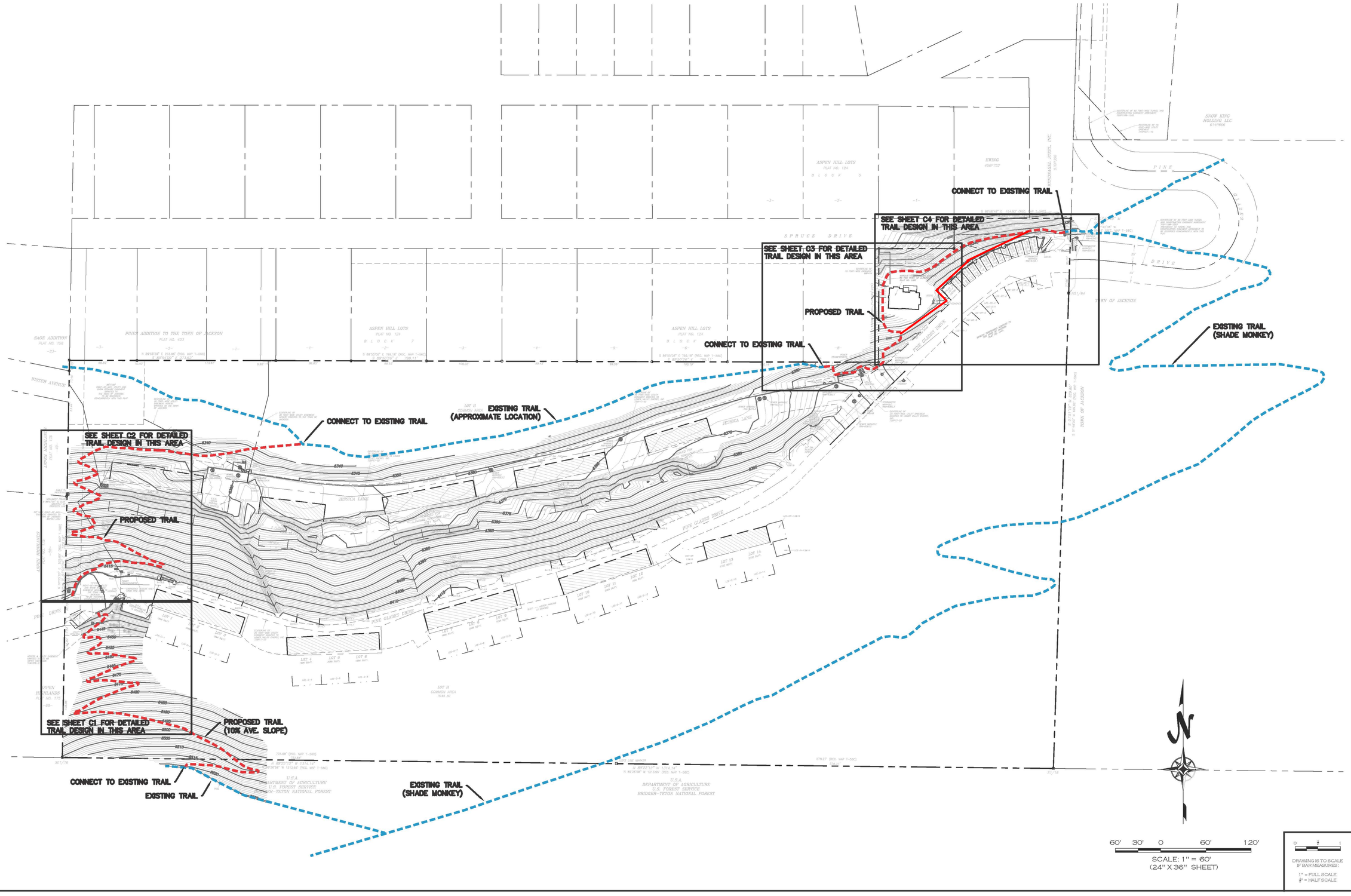
PINE GLADES S1
TWO UNIT BUILDINGS

LOTS 13 & 14, 140 & 142
PINE GLADES DRVIE
JACKSON, WYOMING

DATE/REVISION:
PERMIT 9/23/16
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AMDEND/REV #2 5/31/17
AMDEND/REV #3 12/8/17
REV. #4 7/3/18
REV. #5 10/9/19

A7

ELEVATIONS



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DATE: 11-7-2019

REVISIONS:

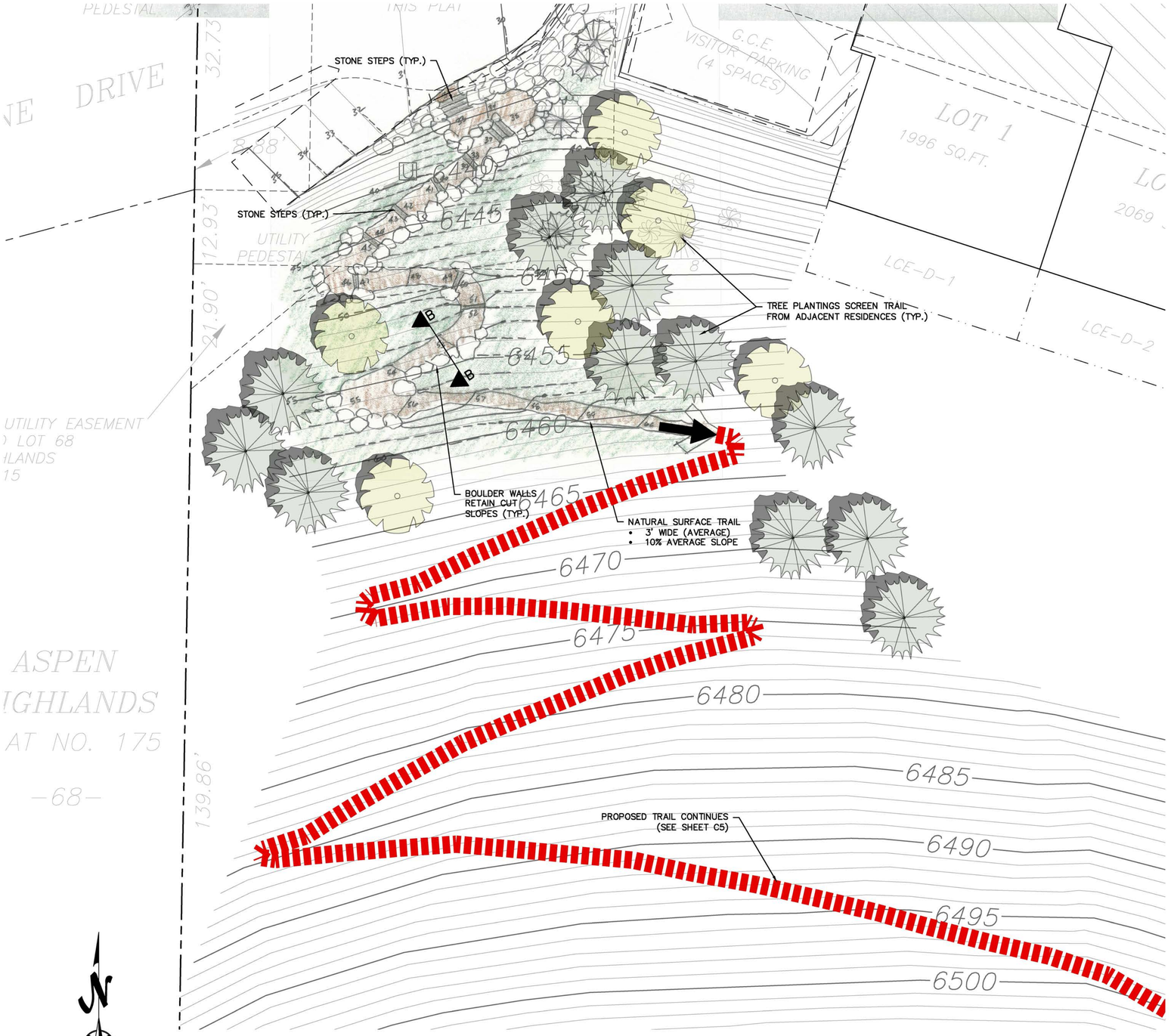
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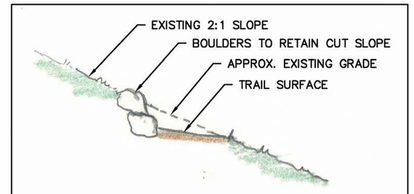
PROJECT NAME
PINE GLADES
JACKSON, WYOMING

TRAIL CONCEPT PLAN
OVERALL PLAN

DRAWING IS TO SCALE IF BAR MEASURES:
1" = FULL SCALE
½" = HALF SCALE

SHEET #
C5





CROSS SECTION B-B
TRAIL IN CUT
NOT TO SCALE

DRAWING IS TO SCALE IF BAR MEASURES:
1" = FULL SCALE
½" = HALF SCALE

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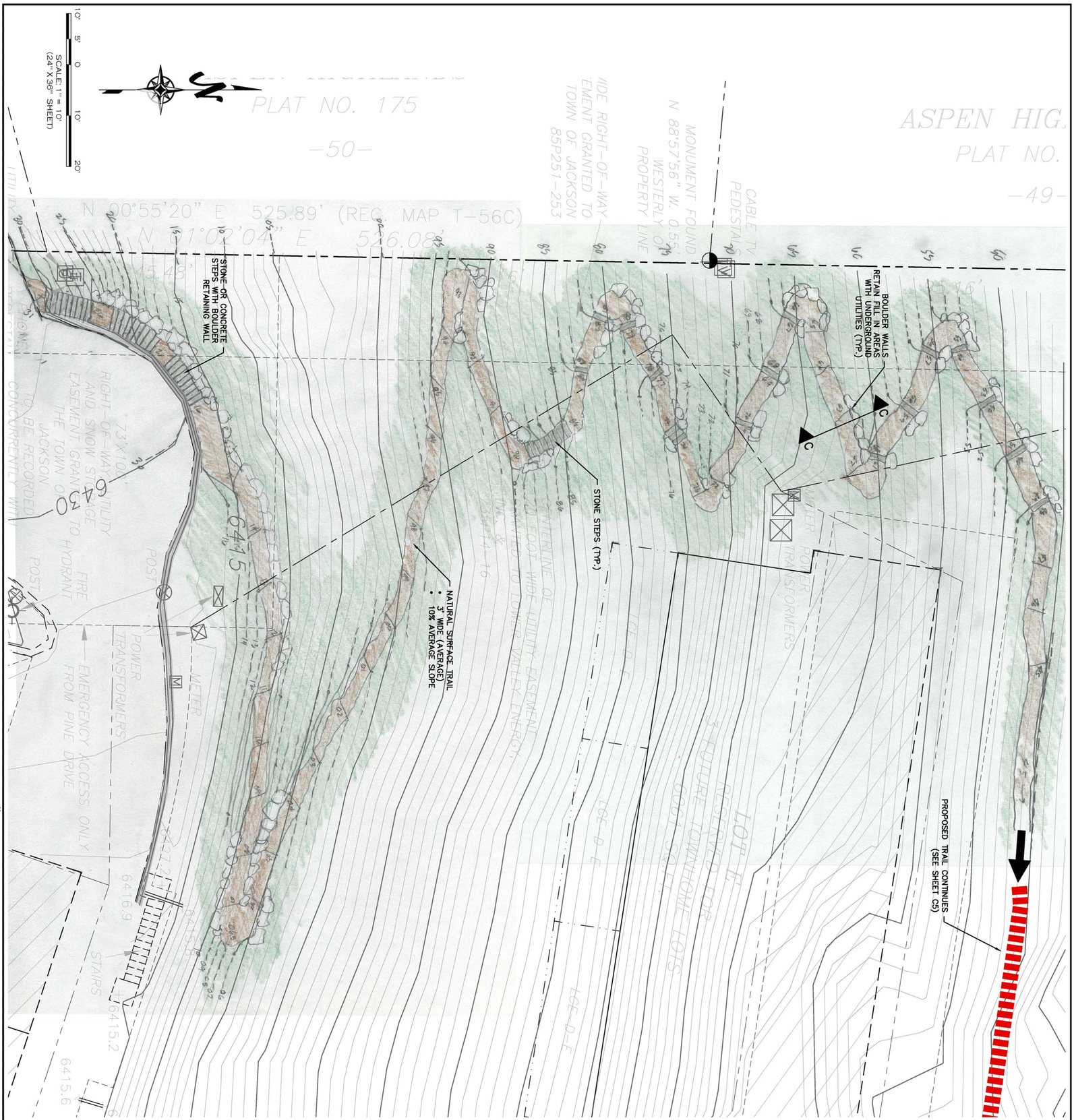
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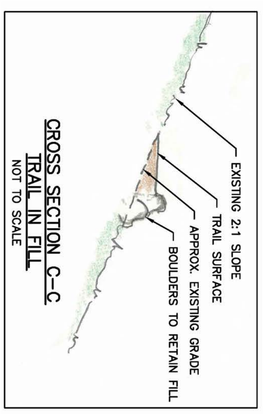
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CHECKED BY:
PROJ. #: 19020-278-1

PROJECT NAME
PINE GLADES
JACKSON, WYOMING

TRAIL CONCEPT PLAN
SOUTHWEST SEGMENT

SHEET #
C1





CROSS SECTION C–C
TRAIL IN FILL
NOT TO SCALE

DRAWINGS TO SCALE
(IF BAR MEASURES)
1" = FULL SCALE
½" = HALF SCALE

SHEET # C2

PROJECT NAME

PINE GLADES
JACKSON, WYOMING

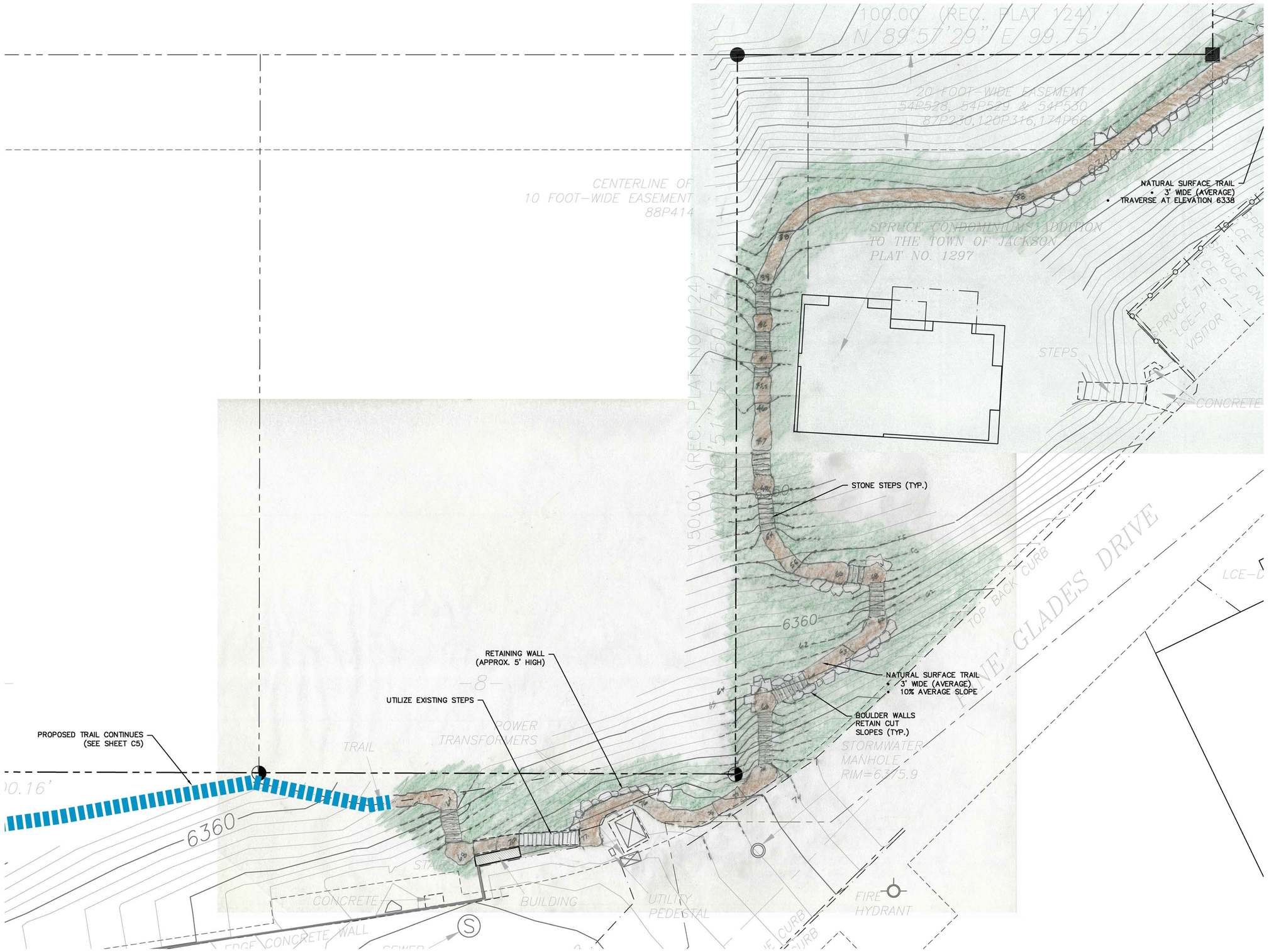
TRAIL CONCEPT PLAN
NORTHWEST SEGMENT

SCALE:	AS SHOWN
DESIGNED BY:	RGB
DRAWN BY:	RGB
CHECKED BY:	
PROJ. #:	19020-278-1

DATE: 11-7-2019

REVISIONS:

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REVISIONS:

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DESIGNED BY: RGB
DRAWN BY: RGB
CHECKED BY:
PROJ. #: 19020-278-1

PROJECT NAME
PINE GLADES
JACKSON, WYOMING

TRAIL CONCEPT PLAN
CONDOMINIUM SEGMENT

DRAWING IS TO SCALE IF BAR MEASURES:
1" = FULL SCALE
½" = HALF SCALE

SHEET #
C3

N 89°59'41" E 154.90'

N 00°03'44" E 39.93'

N 00°08'31" E 39.94' (REC. MAP T-560)

100.00' (REC. PLAT 124)

N 89°57'29" E 99.75'

CENTERLINE OF 15 FOOT-WIDE ACCESS EASEMENT 706P518-531

20 FOOT-WIDE EASEMENT 54P528, 54P529 & 54P530 87P230,120P316,174P66

SPRUCE CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON PLAT NO. 1297

NATURAL SURFACE TRAIL
- 3' WIDE (AVERAGE)
- TRAVERSE AT ELEVATION 6338

CONNECT TO EXISTING TRAIL (SEE SHEET C5)

EXISTING TRAIL

STORMWATER MANHOLE RIM=6342.1

STORMWATER MANHOLE RIM=6345.9

STORMWATER MANHOLE RIM=6345.1

GRAVEL

STEPS

CONCRETE

STONE STEPS (TYP.)

NATURAL SURFACE TRAIL
- 3' WIDE (AVERAGE)
- 10% AVERAGE SLOPE

BOULDER WALLS RETAIN CUT SLOPES (TYP.)

STORMWATER MANHOLE RIM=6345.9

PINE GLADES DRIVE

TOP BACK CURB

SPRUCE TOWNHOMES ADDITION TO THE TOWN OF JACKSON PLAT NO. 1343

SPRUCE TH LCE-P-1 through LCE-P-7

SPRUCE TH LCE-P-VISITOR

SPRUCE CND LCE-P-1-1 through LCE-P-1-5

LCE-DR-1 through LCE-DR-7

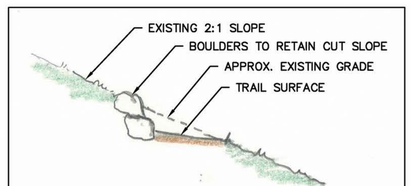
LCE-D-1 through LCE-D-4

6320 6330 6340 6350 6360 6335

B B

10' 5' 0 10' 20'

SCALE: 1" = 10'
(24" X 36" SHEET)



CROSS SECTION B–B
TRAIL IN CUT
NOT TO SCALE

DRAWING IS TO SCALE IF BAR MEASURES:
1" = FULL SCALE
½" = HALF SCALE

HARMONY
DESIGN & ENGINEERING
18 N MAIN STE 305 • DRIGGS ID 83422
208.354.1331 • www.harmonydesigninc.com

DATE: 11-7-2019

REVISIONS:

SCALE: AS SHOWN
DESIGNED BY: RGB
DRAWN BY: RGB
CHECKED BY:
PROJ. #: 19020-278-1

PROJECT NAME
PINE GLADES
JACKSON, WYOMING

TRAIL CONCEPT PLAN
NORTHEAST SEGMENT

SHEET #
C4

COLLINS PLANNING

• ASSOCIATES •

MEMO

To: Tyler Valentine
Fr: Bill Collins
Re: Pine Glades Trail Plan
Date: January 30, 2020

Please see attached two alternative alignments to the lower trail in Pine Glades. The currently proposed trail plan contains a lower trail that extends from Wister Avenue to the eastern portion of Pine Glades where it turns downhill adjacent to the existing duplex at 45 Pine Glades Drive. These two alternatives respond to public comment that has been received and a suggested condition from the planning staff that pertain to the current alignment.

One attached alternative avoids the downhill turn adjacent to the duplex and continues the trail along the side of Pine Glades Drive to where it reaches an existing parking lot, and then the trail wraps around the parking and continues east. Attached are a plan view showing this alignment and a cross-section depicting how the alternative relates to the retaining wall at the head of the parking lot.

The second attached alternative redevelops a former trail that extends from the end of Spruce Drive eastward to the existing trail on Snow King. This alternative would replace the lower trail that runs near the duplex. This extension of Spruce Drive would be in an existing utility easement.

Also attached are two additional exhibits that depict the three-dimensional private road easement that crosses each individual townhouse lot, under the overhang of each building. These exhibits and the accompanying photo are for informational purposes; they illustrate the tight spaces under the building overhangs and in the travel way in front of the townhouses.

Attachments:

	Description
19020-278-1DWG-C3-NORTHEAST	Alternative trail adjacent to road and parking area
19020-278-1DWG-C3-Construction detail	Elevation view/detail of trail above
SpruceDrive_access_easement_plat1285	Detail from Plat 1285 showing easement from Spruce Drive to Snow King
PrivateRd_012920	Exhibit showing platted 3-D private road access easement passing through a townhome
A302	Architectural elevation view of typical townhome showing private road

740 East Pearl Avenue, Post Office Box 7441, Jackson, WY 83002
Phone: (307) 690-4436 Fax: (307) 734-1029
collinsplanning@bresnan.net

CONNECT TO EXISTING TRAIL
(SEE SHEET C4)

5' WIDE
CONCRETE
SIDEWALK

PRECAST CONCRETE
RETAINING WALL
AVERAGE 4' HIGH

PLANTING STRIP
WITH TALL GRASSES

CONCRETE STEPS

EXISTING WOOD STAIRS

5' WIDE ATTACHED
CONCRETE SIDEWALK
(AT STREET LEVEL)

PRECAST CONCRETE
RETAINING WALL
AVERAGE 3' HIGH

PROPOSED TRAIL CONTINUES
(SEE SHEET C4)

STORMWATER
MANHOLE
RIM=6345.1

STORMWATER
MANHOLE
RIM=6342.1

STORMWATER
MANHOLE
RIM=6345.9

GRAVEL

CENTERLINE OF 15 FOOT-WIDE ACCESS
EASEMENT
706P518-531

CENTERLINE OF 30' WIDE
UTILITY EASEMENT HERE
TOWN OF JACKSON

20 FOOT-WIDE EASEMENT
54P528, 54P529 & 54P530
87P230,120P316,174P66

SPRUCE CONDOMINIUMS ADDITION
TO THE TOWN OF JACKSON
PLAT NO. 1297

PINE GLADES DRIVE

SPRUCE TOWNHOMES ADDITION TO
THE TOWN OF JACKSON
PLAT NO. 1343

N 89°59'41" E 154.90'

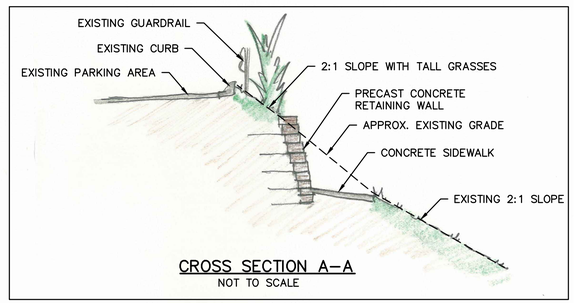
N 00°03'44" E
39.93'
N 00°08'31" E
39.94' (REC. MAP T-56C)

100.00' (REC. PLAT 124)
N 89°57'29" E 99.75'

6340

6360

10' 5' 0 10' 20'
SCALE: 1" = 10'
(24" X 36" SHEET)



CROSS SECTION A-A
NOT TO SCALE

DRAWING IS TO SCALE
IF BAR MEASURES:
1" = FULL SCALE
½" = HALF SCALE

SHEET #
C3

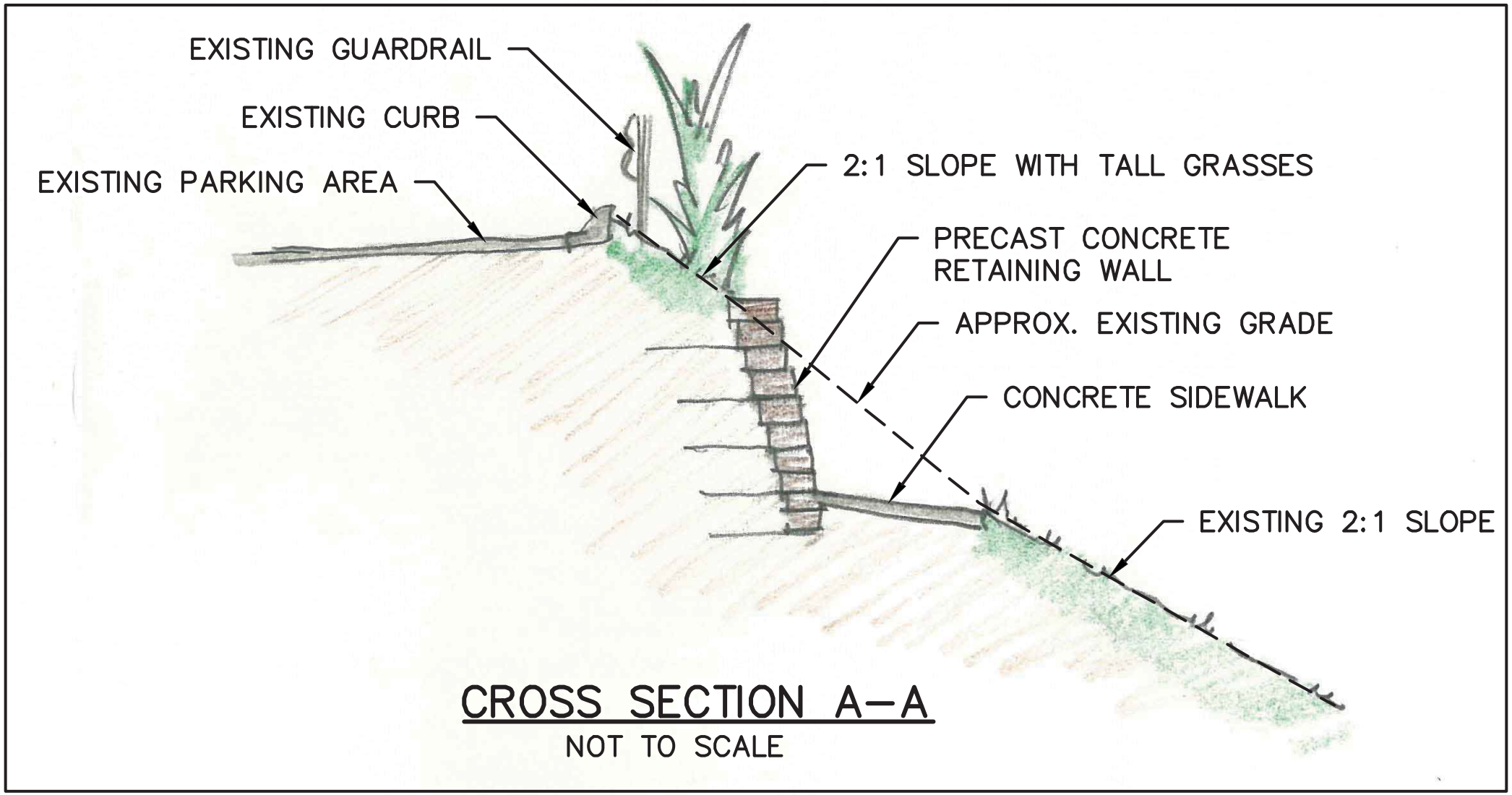
PROJECT NAME
PINE GLADES
JACKSON, WYOMING

TRAIL CONCEPT PLAN
NORTHEAST SEGMENT

SCALE: AS SHOWN
DESIGNED BY: RGB
DRAWN BY: RGB
CHECKED BY:
PROJ. #: 19020-278-1

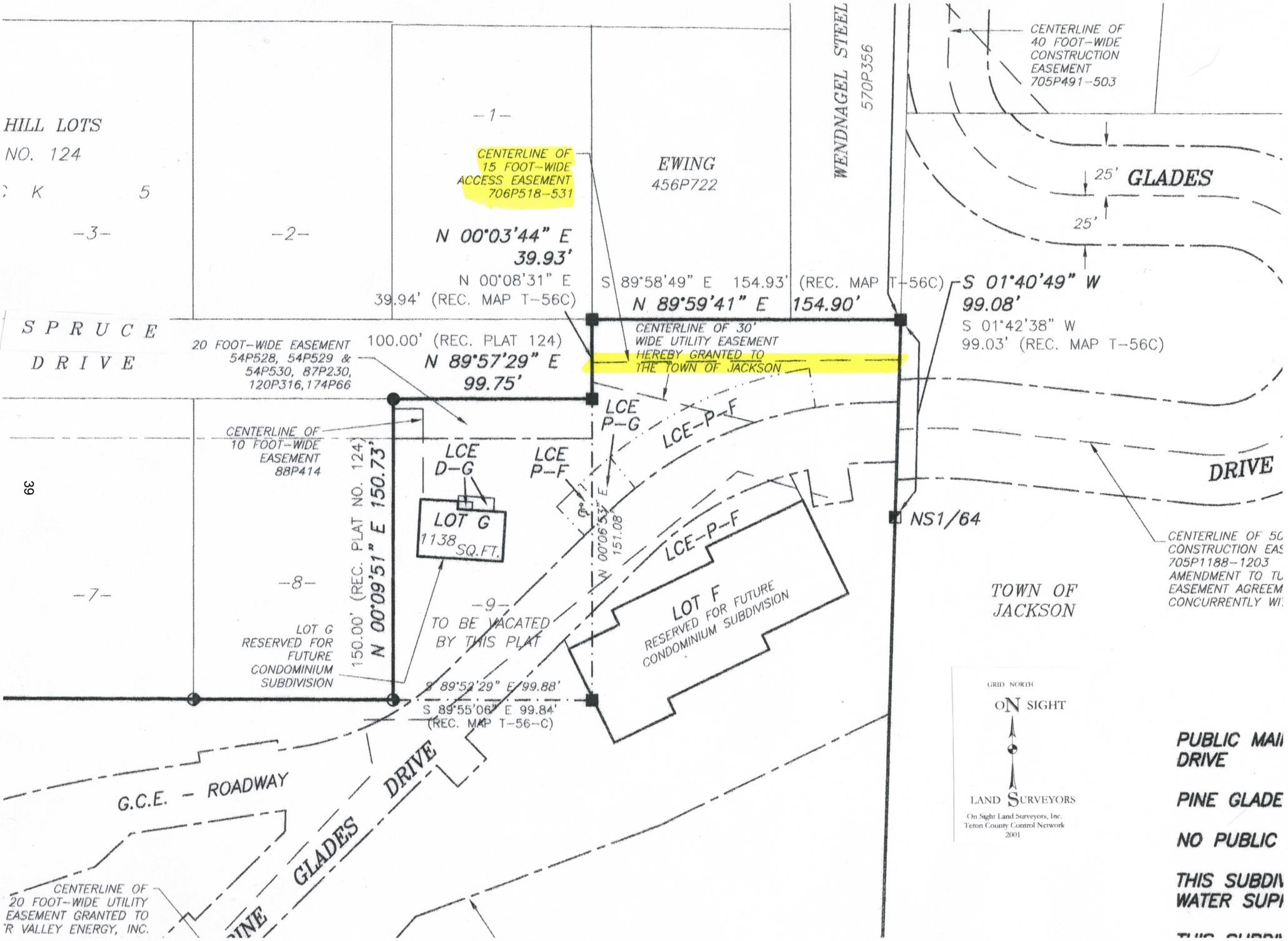
DATE: 9-27-2019
REVISIONS:

HARMONY
DESIGN & ENGINEERING
18 N MAIN STE 305 • DRIGGS ID 83422
208.354.1331 • www.harmonydesigninc.com



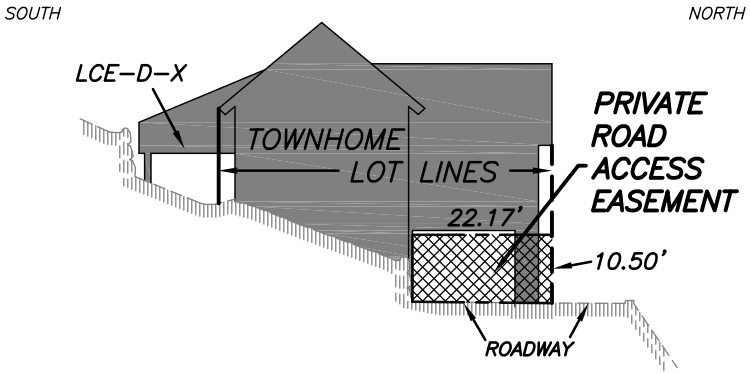
CROSS SECTION A–A

NOT TO SCALE


HILL LOTS
NO. 124
K 5
-1-
-2-
-3-
-7-
-8-
-9-
EWING
456P722
WENDNAGEL STEEL
570P356
CENTERLINE OF
15 FOOT-WIDE
ACCESS EASEMENT
706P518-531
CENTERLINE OF
40 FOOT-WIDE
CONSTRUCTION
EASEMENT
705P491-503
25' GLADES
25'
N 00°03'44" E
39.93'
N 00°08'31" E
39.94' (REC. MAP T-56C)
S 89°58'49" E 154.93' (REC. MAP T-56C)
N 89°59'41" E
154.90'
S 01°40'49" W
99.08'
S 01°42'38" W
99.03' (REC. MAP T-56C)
SPRUCE
DRIVE
20 FOOT-WIDE EASEMENT
54P528, 54P529 &
54P530, 87P230,
120P316,174P66
100.00' (REC. PLAT 124)
N 89°57'29" E
99.75'
CENTERLINE OF 30'
WIDE UTILITY EASEMENT
HEREBY GRANTED TO
THE TOWN OF JACKSON
CENTERLINE OF
10 FOOT-WIDE
EASEMENT
88P414
LCE
P-G
LCE-P-F
LCE
D-G
LCE
P-F
DRIVE
N 00°09'51" E 150.73'
150.00' (REC. PLAT NO. 124)
LOT G
1138 SQ.FT.
N 00°06'53" E
151.08'
NS1/64
LCE-P-F
LOT F
RESERVED FOR FUTURE
CONDOMINIUM SUBDIVISION
TOWN OF
JACKSON
LOT G
RESERVED FOR
FUTURE
CONDOMINIUM
SUBDIVISION
TO BE VACATED
BY THIS PLAT
S 89°52'29" E 99.88'
S 89°55'06" E 99.84'
(REC. MAP T-56-C)
G.C.E. - ROADWAY
PINE GLADES DRIVE
CENTERLINE OF
20 FOOT-WIDE UTILITY
EASEMENT GRANTED TO
R VALLEY ENERGY, INC.
GRID NORTH
ON SIGHT
LAND SURVEYORS
On Sight Land Surveyors, Inc.
Teton County Control Network
2001
PUBLIC MAI
DRIVE
PINE GLADE
NO PUBLIC
THIS SUBDI
WATER SUPI

DETAIL

THREE–DIMENSIONAL
PRIVATE ROAD ACCESS EASEMENT
ACROSS LOTS 1–14 & A–E



SCALE: 1"=30'

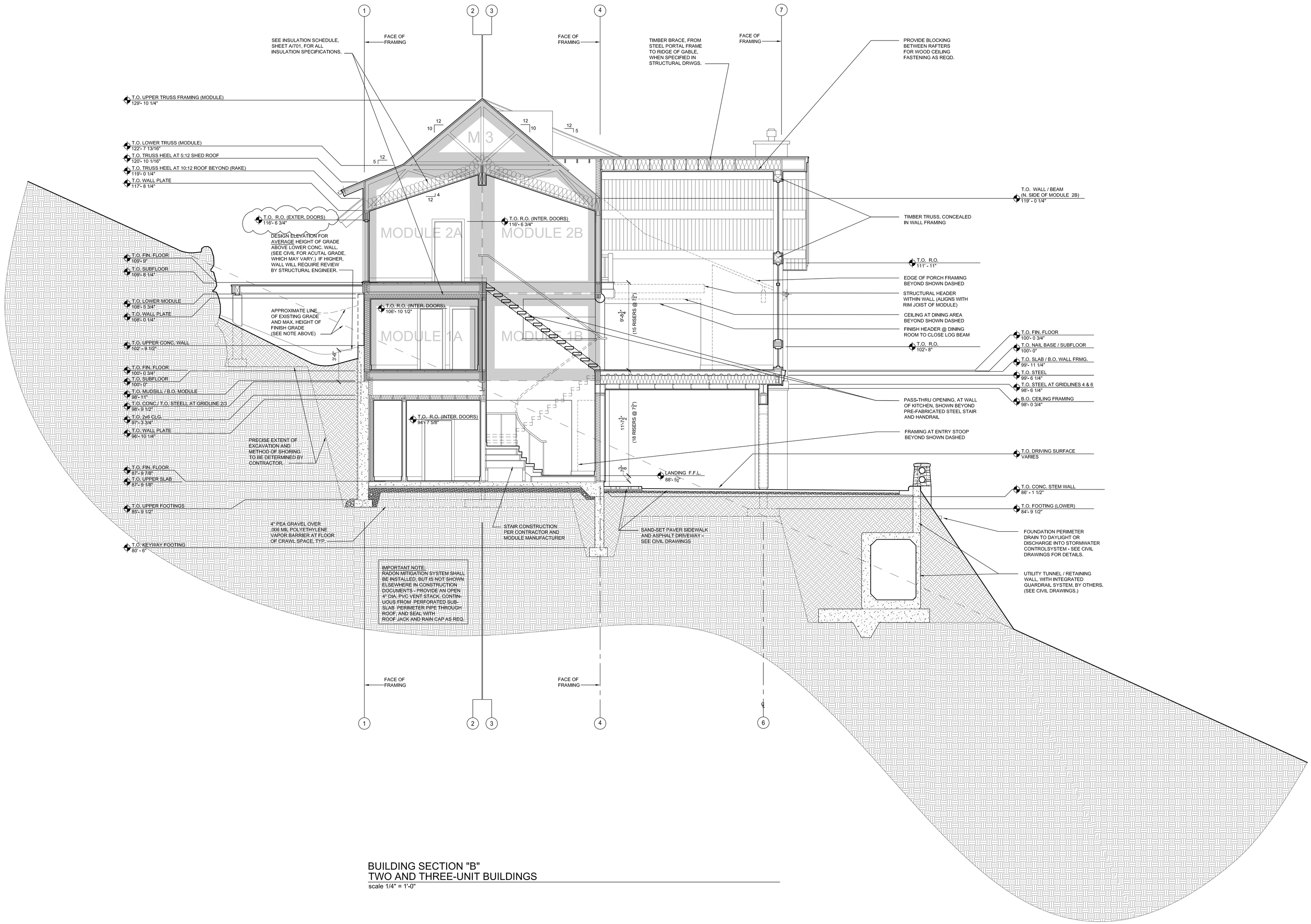
X DENOTES THE LOT NUMBER (1–14)



EXHIBIT
SHOWING
PRIVATE ROAD ACCESS EASEMENT
ACROSS
PINE GLADES TOWNHOMES PHASE ONE
ADDITION TO THE TOWN OF JACKSON
PLAT NO. 1285

On Sight
LAND SURVEYORS, INC.
155 West Gill Ave.
P.O. Box 12290
Jackson, WY 83002
(307) 734-6131

Project No. 22–1285A privaterd.dwg 01/29/2020



BUILDING SECTION "B"
TWO AND THREE-UNIT BUILDINGS
scale 1/4" = 1'-0"

HARGER & HOYT
ARCHITECTS
307.733.9983 T
307.733.9954 F
172 N. Center St., Ste. 100
P.O. Box 1629
Jackson, Wyoming 83001
A DIVISION OF
CTA
WWW.CTAGROUP.COM
COPYRIGHT 2007 CTA ARCHITECTS ENGINEERS ALL RIGHTS RESERVED

MECHANICAL & STRUCTURAL ENGINEERING:
CTA ARCHITECTS/ENGINEERS
15 NORTH 23rd
BILLINGS, MONTANA 59101
PHONE: 406-248-7455
FAX: 406-248-3779

PINE GLADES P.U.D.
CONDOMINIUM BUILDINGS
Pine Glades Development, LLC
P.O. Box 11870
Jackson, Wyoming 83002
(307) 734-5245 / www.pineglades.com

2 & 3
UNIT BLDGS.

07/11/08

DATE:
REVISIONS:
JOB NO:
CAD FILE:
DRAWN BY:
CHECKED BY:

SHEET NUMBER
A-302
BUILDING SECTIONS

COLLINS PLANNING
• ASSOCIATES •

MEMO

To: Tyler Valentine
Fr: Bill Collins
Re: Pine Glades Trails
Date: February 19, 2020

This memo responds to comments from the last Planning Commission meeting on the Pine Glades trails and provides an overall graphic that shows the large number of trails in the vicinity.

Past Trail Construction

Pine Glades developers volunteered to construct trails across the Pine Glades property as a community amenity; there are no requirement that mandates trails be provided. Trails already have been constructed as part of the Pine Glades development. The first developers of Pine Glades paid for the design and construction of the existing trail that switch backs up Snow King and for the trail that traverses the southeast corner of the development. The currently proposed trails are an additional neighborhood amenity that would bring to **four** the total number of trails provided by the Pine Glades development.

Trail Adjacent to Spruce Duplex

Since the last Planning Commission meeting, the Pine Glades team researched the number of homes in close proximity to paths and sidewalks in Jackson. In a two hour search, we identified over 650 homes that are within 25 feet of a sidewalk or path. The list of homes is attached. A more thorough search would identify one to two thousand homes within 25 feet of sidewalks. The attached list includes homes in close proximity to paths that were constructed by the Town and County Pathways program. The proposed trail in Pine Glades is 27 feet in front of the Spruce duplex.

The applicant plans to construct the sidewalk/boardwalk adjacent to Pine Glades Drive, uphill and along the side of the duplex, that then wraps around an existing parking lot. This boardwalk will intersect the stairs that connect the parking lot and the duplex. These steps will be reconstructed with a gate to prevent people and dogs from roaming down the stairs to the duplex.

A vegetative screen or fence will be installed along the walk to provide privacy for the duplex. This screen will provide privacy where no such privacy currently exists between the duplex and walkers and motorists on the existing road. Walkers and motorists currently on the Pine Glades Drive are only four or five feet further from the duplex than walkers on the proposed walk.

This trail provides access to trails on Snow King and in the Forest, and to destinations at the bottom of Snow King, for residents on Pine Drive and Wister Avenue. It fulfills any obligation that may have been implied in the Pine Glades plans to provide an additional neighborhood amenity.

740 East Pearl Avenue, Post Office Box 7441, Jackson, WY 83002
Phone: (307) 690-4436 Fax: (307) 734-1029
collinsplanning@bresnan.net

Uphill Trail from Cul-de-sac

We will not oppose deleting the trail that runs uphill from the cul-de-sac on the western end of Pine Glades Drive if such a removal is desired by the Planning Commission. This trail is opposed by neighbors on both sides of it and is redundant to an existing trail 400 yards west of Pine Glades that connects Pine Drive to an existing trial on the Karns hillside. This Karns hillside trail also connects to the USFS trail network.

Trails in Vicinity

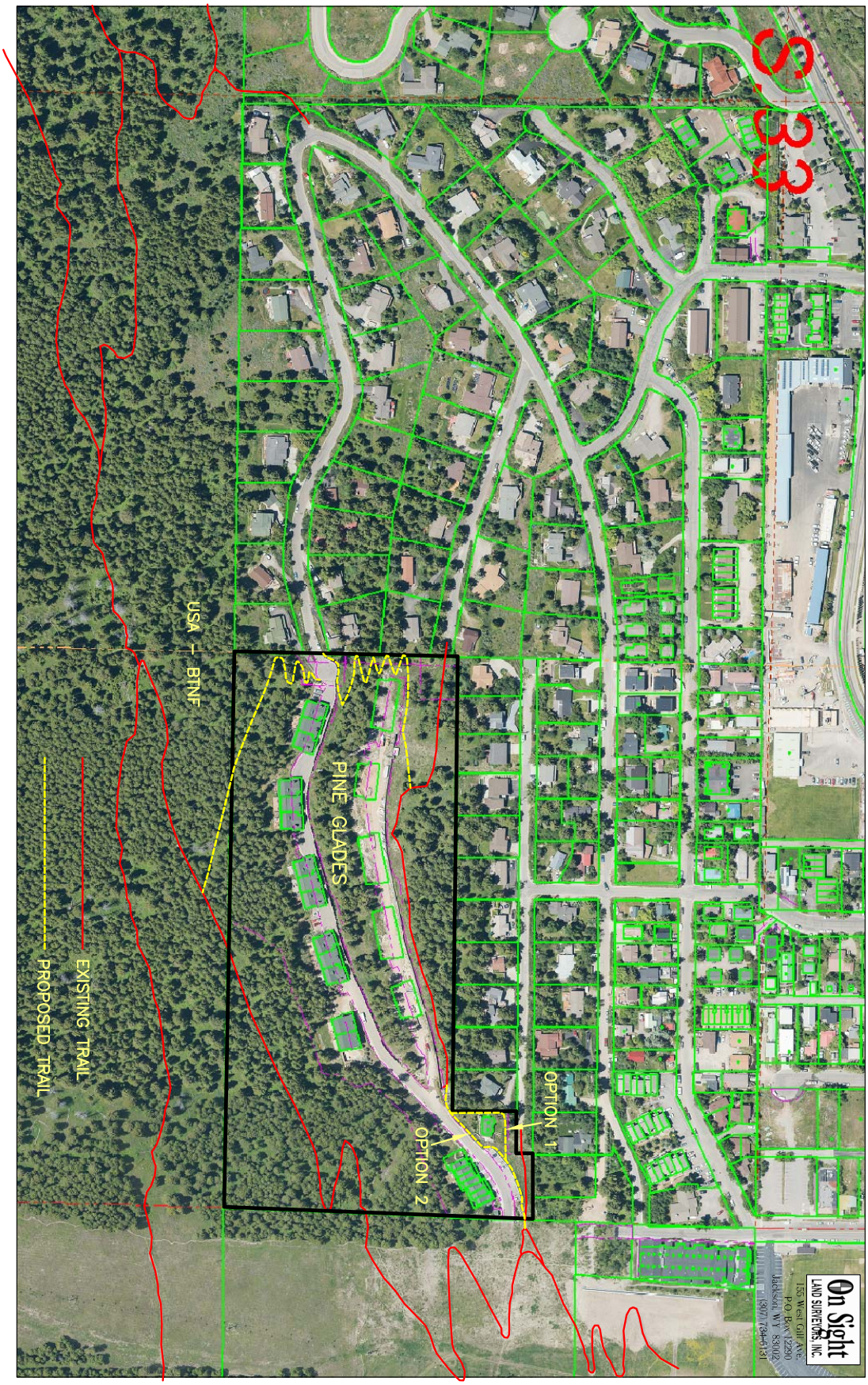
Also attached is an aerial photo that illustrates existing and proposed trails in the vicinity of Pine Glades. This graphic demonstrates that the combination of existing and proposed trails allows access across Pine Glades for residents on every street that abuts Pine Glades; namely residents on Pine Drive, Wister Avenue and Spruce Drive will be provided legal access to cross the Pine Glades development on trails.

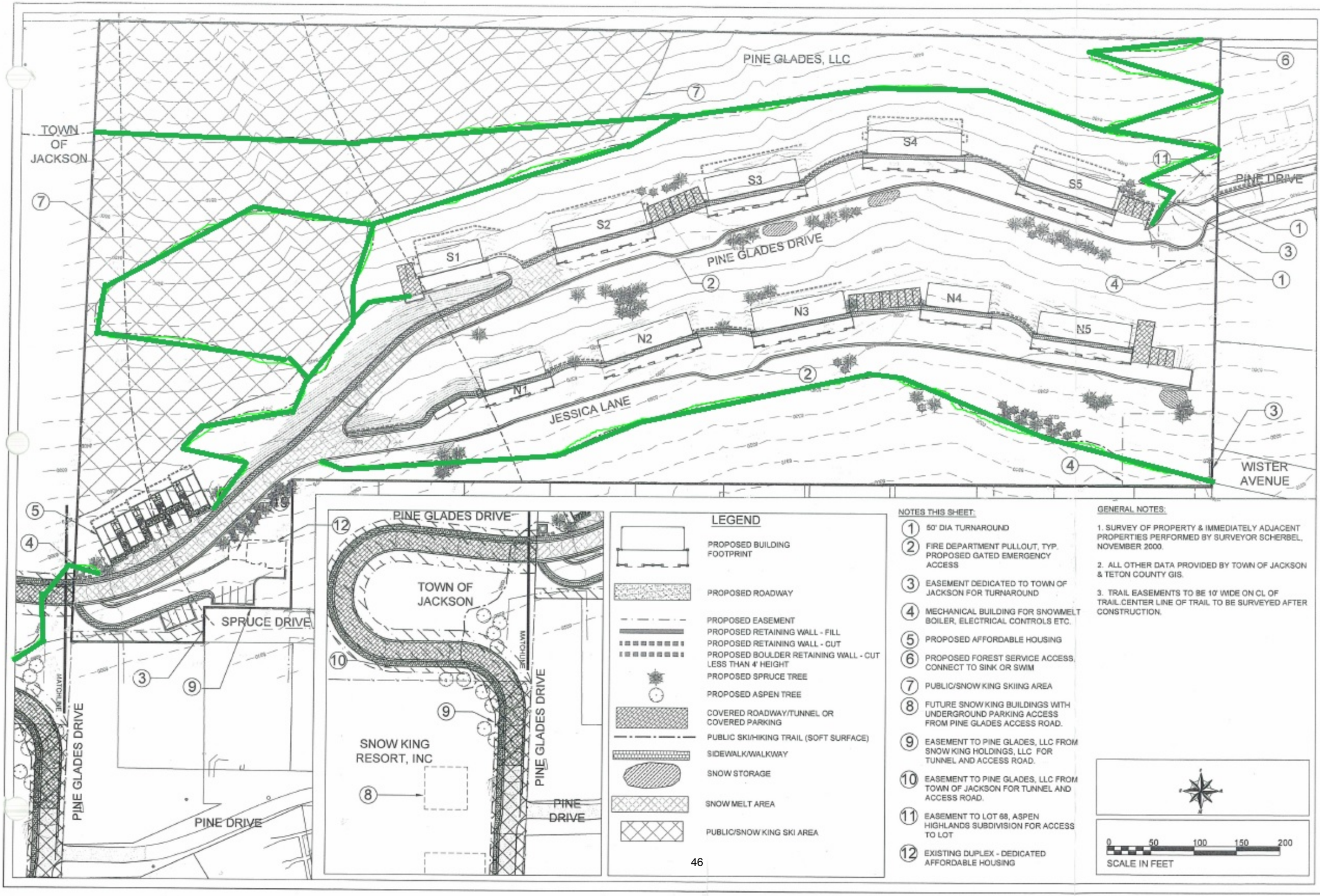
Attached:

1. Residential Units Sidewalk Proximity in Jackson
2. Aerial Illustrating Trails in Vicinity

Residential units sidewalk proximity within the Town of Jackson

Development	Units	Type	Proximity
Cottonwood Flats	66	townhomes	< 10' to 25'
Ellingwood Condominiums	31	condominiums	<15' to 20'
Cottonwood Park, Corner Creek	77	SF homes, townhomes	<15' to 25'
Cottonwood Park, Rangeview	77	SF homes, townhomes	<15' to 25'
Horn Addition	50	SF homes	< 25 feet
Creekside Townhomes, Garaman Trail	18	townhomes	<25' to 30'
Elk Run Townhomes, Garaman Trail	13	townhomes	<25' to 30'
Jackson Hole Meadows Addition	10	SF homes	<=25'
Southgate Addition	4	SF homes	<=25'
810 West	18	townhomes	14' to 25'
Snow King Apartments	18	apartments	12' to 20'
Pineglades, Spruce Townhomes	7	townhomes	17' to 23'
Sno-King Village Townhomes	3	townhomes	12' to 19'
Alpine Mountain Townhomes	6	townhomes	25'
Indian Summer Townhomes	1	townhomes	25'
Ski Hill Townhouse Addition	4	townhomes	25'
Millward Street Apartments	6	apartments	12'
St Johns Hospital apartments Millward and Kelly	6	apartments	14'
Wort 2nd Addition	13	SF homes	<= 25'
Glenwood Street Townhomes	8	townhomes	<= 25'
Cache Commons Townhomes	10	townhomes	<= 27'
Flat Iron Townhomes	4	townhomes	<= 20'
TVDC Townhomes	4	townhomes	<= 25'
MKGS Townhomes	4	townhomes	<= 25'
The Twelve Pines	16	townhomes	<= 25'
Aspen Stand Townhomes	10	townhomes	<=20'
Five-Two-Five Townhomes	12	townhomes	15' to 22'
James G. and Julia L. Scarlett Addition	28	apartments	12' to 20'
East Kelly Townhomes	4	townhomes	<= 25'
Shadow Tree Townhomes	7	townhomes	<= 25'
Eastridge Addition	17	SF homes & townhomes	<= 25'
Buffalo Head Townhomes	4	townhomes	<= 25'
Daisy Bush Townhome Addition	4	townhomes	15' to 25'
Daisy Bush Additions	13	SF homes	16' to 25'
Taminah Corner Townhomes	2	townhomes	25'
Meadowbrook Village Condominiums	76	condominiums	< 25'
Four Timbers Resi8dence Club	4	townhomes	< 15'
TOTAL	655		


PINE GLADES
OPTION 1
OPTION 2
USA - BTNF
EXISTING TRAIL
PROPOSED TRAIL
On Sight
LAND SURVEYORS, INC.
155 West Gill Ave.
P.O. Box 12290
Jackson, WY 83002
(307) 734-0131



LEGEND

- PROPOSED BUILDING FOOTPRINT
- PROPOSED ROADWAY
- PROPOSED EASEMENT
- PROPOSED RETAINING WALL - FILL
- PROPOSED RETAINING WALL - CUT
- PROPOSED BOULDER RETAINING WALL - CUT LESS THAN 4' HEIGHT
- PROPOSED SPRUCE TREE
- PROPOSED ASPEN TREE
- COVERED ROADWAY/TUNNEL OR COVERED PARKING
- PUBLIC SKI/HIKING TRAIL (SOFT SURFACE)
- SIDEWALK/WALKWAY
- SNOW STORAGE
- SNOW MELT AREA
- PUBLIC/SNOW KING SKI AREA

NOTES THIS SHEET:

1. 50' DIA TURNAROUND
2. FIRE DEPARTMENT PULLOUT, TYP. PROPOSED GATED EMERGENCY ACCESS
3. EASEMENT DEDICATED TO TOWN OF JACKSON FOR TURNAROUND
4. MECHANICAL BUILDING FOR SNOWMELT BOILER, ELECTRICAL CONTROLS ETC.
5. PROPOSED AFFORDABLE HOUSING
6. PROPOSED FOREST SERVICE ACCESS, CONNECT TO SINK OR SWIM
7. PUBLIC/SNOW KING SKIING AREA
8. FUTURE SNOW KING BUILDINGS WITH UNDERGROUND PARKING ACCESS FROM PINE GLADES ACCESS ROAD.
9. EASEMENT TO PINE GLADES, LLC FROM SNOW KING HOLDINGS, LLC FOR TUNNEL AND ACCESS ROAD.
10. EASEMENT TO PINE GLADES, LLC FROM TOWN OF JACKSON FOR TUNNEL AND ACCESS ROAD.
11. EASEMENT TO LOT 68, ASPEN HIGHLANDS SUBDIVISION FOR ACCESS TO LOT
12. EXISTING DUPLEX - DEDICATED AFFORDABLE HOUSING

GENERAL NOTES:

1. SURVEY OF PROPERTY & IMMEDIATELY ADJACENT PROPERTIES PERFORMED BY SURVEYOR SCHERBEL, NOVEMBER 2000.
2. ALL OTHER DATA PROVIDED BY TOWN OF JACKSON & TETON COUNTY GIS.
3. TRAIL EASEMENTS TO BE 10' WIDE ON CL OF TRAIL.CENTER LINE OF TRAIL TO BE SURVEYED AFTER CONSTRUCTION.

0 50 100 150 200
SCALE IN FEET

RENDEZVOUS ENGINEERING, P.C.
P.O. BOX 4858 JACKSON, WYOMING 83001
25 SOUTH GROS VENTRE STREET
PHONE - 307.733.5262 FAX - 307.733.2234

Prepared By: JH
Date: 10/08/01
Rev. Date:

DRAWING TITLE: FINAL SITE CONDITIONS

PROJECT TITLE: PINE GLADES FINAL DEVELOPMENT PLAN

PROJECT NUMBER: 05-019

DRAWING NUMBER: C2.2

P11-025 removed this trail

P14-062 removed this trail

Existing trail (part of Phase II)

P14-062 approved this trail (connects to Shade Monkey)

PINE GLADES DRIVE

PINE DRIVE

JESSICA LANE

WISTER AVENUE

SPRUCE DRIVE

TOWN OF JACKSON

SNOW KING RESORT, INC

MATCHLINE

S1 S2 S3 S4 S5

N1 N2 N3 N4 N5

LEGEND

- PROPOSED BUILDING FOOTPRINT
- PROPOSED ROADWAY
- PROPOSED EASEMENT
- PROPOSED RETAINING WALL - FILL
- PROPOSED RETAINING WALL - CUT
- PROPOSED BOULDER RETAINING WALL - CUT LESS THAN 4' HEIGHT
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0 50 100 150 200
SCALE IN FEET

RENDEZVOUS ENGINEERING, P.C.
P.O. BOX 4358 JACKSON, WYOMING 83001
25 SOUTH GROS VENTRE STREET
PHONE - 307.733.5282 FAX - 307.733.2234

Prepared By: AH
Date: 10/04/11
Rev. Date:

DRAWING TITLE: FINAL SITE CONDITIONS

PROJECT TITLE: PINE GLADES FINAL DEVELOPMENT PLAN

PROJECT NUMBER: 05-019

DRAWING NUMBER: C2.2

Project Plan Review History

PLANNING

Project Number	P19-262		**Applied**	11/14/2019	STOL
Project Name	Dev Plan Amend - 140 & 142 Pine Glades Dr		**Approved**		
Type	DEVPLAN		**Closed**		
Subtype	AMENDMENT		**Expired**		
Status	STAFF REVIEW		**Status**		
Applicant	Collings Planning Associates	**Owner**	PINE CANYON, LLC		

Site Address	City	State	Zip
140 Pine Glades Drive	Jackson	WY	83001

Subdivision	Parcel No	General Plan
	22411633438022	

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Building Kelly Sluder	APPROVED	11/14/2019	12/5/2019	11/15/2019	
Fire Kathy Clay Originally, this entire area was to be irrigated. Irrigated fuels - conifers, aspens, and other plants - have a much lower chance of burning in a wildland fire scenario than those fuels which are not irrigated. I am very concerned to read "phase two is exceeding the planting requirements." As long as this is irrigated planting, there are no concerns. Without irrigation, however, these homes positioned within the wildland urban interface are certainly at a higher risk if the environment is filled with low fuel mositure content conifers.	APPROVED W/CONDITI	11/14/2019	12/5/2019	11/18/2019	please see comments
Joint Housing Dept Stacy Stoker (1/10/2020 10:00 AM SAS) The Housing Department's initial concern was who owned the land containing the trails going by the restricted units. Upon review of the plat, it appears that the land is owned as common area by the Homeowner's Association collectively and not by the restricted units' owners. If this is the case, the Housing Department has no concern.	APPROVED	11/14/2019	12/9/2019	1/10/2020	please see comments
Legal Lea Colasuonno (12/6/2019 2:59 PM LC) Initial legal review complete and will continue to monitor compliance with original conditions and appropriateness in light of the LDRs of amendments thereto.	APPROVED W/CONDITI	11/14/2019	12/5/2019	12/6/2019	
Parks and Rec Steve Ashworth (11/15/2019 1:29 PM STOL) Comments: •Would request clarification regarding maintenance responsibility of the proposed "trail system" if approved. •There is a reference to "constructing the trails and recording easements that will allow public access across the property." What type of easement? Andy Erskine, CPSI	APPROVED W/CONDITI	11/14/2019	12/5/2019	11/15/2019	

Type of Review / Contact / Notes	Status	Dates Sent	Due	Received	Remarks
Pathways Brian Schilling (12/12/2019 11:20 AM STOL) P19-262 – 140 and 142 Pine Glades - Amendment to Development Plan Comments from Teton County/TOJ Pathways Department Status: approved w/conditions •The applicant has proposed a trail plan that connects from Pine Dr. to Shade Monkey by going up the hillside at the far west end of the development. Staff has provided conditional approval to this alignment pending input from the FOP/USFS trail construction crew. •Access to the trailheads shall be maintained year-round (i.e. no piling of snow or other obstacles in front of the trail access points to prevent or discourage use). A clear path to the trail access points shall be maintained. •To the maximum extent possible, trail construction shall use the cut and bench method similar to Detail B-B on Sheet C.1 rather than the fill type of construction shown in Detail C-C on Sheet C.2. This will result in a more durable and sustainable trail. •All of the proposed trail connections are located on steep hillsides that will require steps and/or stairs and tight switchbacks. This effectively renders these connections as “hike only” trails which will not be accessible for bicycle travel. Staff has ongoing concerns about the steep grades and stairs/steps and the impact on accessibility, safety, and sustainability. January 31, 2019 comments in response to alternative trail plan •While the revised trail provides essentially the same connectivity (start and end points) and I feel it meets the intent of the trail connection, it’s not as nice a trail route for the users as it will be butt up against a retaining wall for much of the route and a 5’ attached sidewalk for the rest, neither of which is a great trail design. The new route is a little more direct and has fewer stairs (although essentially the same overall vertical drop and gain), but overall the original route was a better design. So, I feel it’s acceptable but a step down from the originally proposed route.	APPROVED W/CONDITI	11/14/2019	12/9/2019	12/12/2019	
Planning Tyler Valentine (1/10/2020 9:42 AM TV) Please see staff report	APPROVED W/CONDITI	11/14/2019	12/9/2019	1/10/2020	
Police Todd Smith (12/9/2019 8:39 AM STOL) Great to see a commitment to get the hiking trails reestablished by the applicant. It is not uncommon for the police to received complaints regarding this issue from the public wanting access. No additional concerns. Todd	APPROVED W/CONDITI	11/14/2019	12/9/2019	12/9/2019	
Public Works Brian Lenz	APPROVED W/CONDITI	11/14/2019	12/9/2019	1/10/2020	

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes
(1/10/2020 10:44 AM BTL)
Development Plan Review – APPROVED

P19-262
OWNER: Pine Canyon LLC
APPLICANT: Collins Planning Associates; Bill Collins
Pine Glades PUD

DATE: January 10, 2020
Brian Lenz, 733-3079

DATE OF SUBMITTAL: November 11, 2019
DATE OF MATERIALS: Project Status, 10/7/2019; Plans 11/7/2019
REVISION NO.: 00

The engineering division has reviewed your application for an Amendment to the DEVELOPMENT PLAN for the Pine Glades PUD submitted on and with application materials as dated above.

CONDITIONS OF APPROVAL
REQUEST 1: Material Change to Exterior of Duplex S-1 that is still under construction.
1. No Comment

REQUEST 2: Trail Network Approval
1. A grading permit is required prior to construction of the proposed trail network.
2. Proposed rock retaining walls over four feet in height must be engineered. Any walls over 6-feet high shall include calculations and factors of safety for sliding, overturning, and bearing capacity.
3. Developer shall provide a cost estimate for the construction of the trails and a financial assurance of 125% of the cost to complete the improvements will be required for completion of the proposed trail network.
4. Proposed signage guiding the public to the proposed trails access shall be included with future grading or building permit submittals.

Comments that are not conditions of approval:
1. Past discussion with the applicant indicated that a grading permit would not be required but based on the conceptual designs shown with stairs and proposed retaining walls a grading pre-application meeting and grading permit are warranted.
2. The proposed trail network involves extensive use of stairs and retaining structures. Prior to finalizing the easement provide clarification on the party responsible for the ongoing cost to maintain and repair the proposed structues.
3. In past discussions with the applicant, the tunnel easement provides for a private roadway and does not allow for public vehicular traffic. Please clarify if it does allow for non-motorized and/or pedestrian use by the public. If so, signage to that affect should also be installed at the entrances to the tunnel.

CLARIFICATION 1: In road heating element
1. The heating element is not a requirement of public works. There are similar short sections of public road in town, examples include South Cache St., South Millward, 595 Pine Drive, with similar grades (approximately 14%) that are maintained with plowing and sanding. Public Works finds this request reasonable.

START 11/14/2019 12/5/2019
Darren Brugmann

Tyler Valentine

From: Merigliano, Linda -FS <linda.merigliano@usda.gov>
Sent: Saturday, December 14, 2019 10:33 AM
To: Tyler Valentine
Cc: Chris Owen; Farris, Timothy -FS; Moore, Mary C -FS
Subject: RE: Pine Glades
Attachments: DM_PineGlades2011.doc

Tyler --- The decision memo issued August 4, 2011 is still valid. Please let us know if you have any questions about this

From: Chris Owen [mailto:chris@friendsofpathways.org]
Sent: Friday, December 13, 2019 1:52 PM
To: Merigliano, Linda -FS <linda.merigliano@usda.gov>
Cc: Farris, Timothy -FS <timothy.farris@usda.gov>
Subject: Re: Pine Glades

Linda Tyler says that should be good, if you have the signed copy can you email him at. Or he said just an email from you saying the old letter is still valid. - Chris

tvalentine@jacksonwy.gov

On Thu, Dec 12, 2019 at 1:14 PM Merigliano, Linda -FS <linda.merigliano@usda.gov> wrote:

> We did the NEPA and issued a decision for the Shade Monkey trail so this might still suffice. I have a signed copy around somewhere
>
> **From:** Chris Owen [mailto:chris@friendsofpathways.org]
> **Sent:** Thursday, December 12, 2019 11:43 AM
> **To:** Merigliano, Linda -FS <linda.merigliano@usda.gov>; Farris, Timothy -FS <timothy.farris@usda.gov>
> **Subject:** Pine Glades
>
> Hey Linda and Tim Pine Glades is working with the town to fulfill their obligation to restore the neighborhood access trails to the forest. Tyler Valentine had questions about any approval that may be needed on your end and I gave him your contact info. I attached the proposal showing the trail climbing from Wister Dr. past the west end of pine Glades and joining the SHade Monkey trail near the USFS and Pine Glades property boundary. Worst case we could have it connect right at the property line so no new trail would be on the forest. When I chatted with him it looks to be a hike only trail as it has several steps and tight switchbacks which seems appropriate based on what me and EJ looked at on that side.

Chris

--

Chris Owen

Trails Program Manager

Friends of Pathways

307-733-4534

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--

Chris Owen
Trails Program Manager
Friends of Pathways
307-733-4534

DECISION MEMO
Pine Glades connection trail

USDA Forest Service, Intermountain Region
Bridger-Teton National Forest
Jackson Ranger District
Teton County, Wyoming

I. INTRODUCTION

In January 2008, the Town of Jackson approved the Final Development Plan for the Pine Glades townhouse development located immediately east of Snow King Resort. The Bridger-Teton National Forest is located on the southern boundary of the property. Prior to development, the forested hillside contained a trail that traversed the property and was frequently used by the public as a connection between town and trails located on the National Forest. As part of the "Subdivision Improvement Agreement Contract", the developers agreed to construct a trail between Pine Drive and the Sink-or-Swim trail and make this trail available for general public use. Due to the economic recession, some items, including the trail construction, were deferred with approval from the Town of Jackson. In accordance with the "Improvement Agreement", the trail construction must now be completed by fall 2011. The estimated length of the new trail is 2,890 feet of which 71.3% is located on private land. Approximately 830 feet is located on the National Forest. The trail would be managed for a mix of non-motorized uses with mountain biking and hiking predominant uses. The trail will be designed and built to meet Forest Service standards for sustainable native surface trails. The work on the National Forest will be supervised by Forest Service personnel with labor coming from Friends of Pathways trail employees. Funding for the project is provided by the developer in accordance with the "Subdivision Improvement Agreement".

II. DECISION

A. Description of Decision

My decision is to authorize construction of approximately 830 feet of trail on the National Forest to complete the connection between Pine Drive and the Sink-or-Swim trail. My decision incorporates the project construction methods described in section C.

B. Purpose of Decision

The purpose of the decision is to replace an existing trail and in so doing so, improve the sustainability of the trail and help meet goals outlined in the National Sustainable Recreation Framework, notably connecting citizens to their public lands through outdoor recreation.

C. Project Treatment Methods

To protect natural resources, wildlife, and safety objectives, the following treatments will be implemented:

1. All trail construction and reconstruction will be implemented according to Forest Service Trail Construction and Maintenance Notebook standards.
2. Old trails will be physically closed.
3. Trails managed for mountain bike use will incorporate good line of sight and avoid any blind corners to minimize the potential for a sudden encounters between people and wildlife (particularly moose, bears, or lions).

III. REASONS FOR CATEGORICALLY EXCLUDING THE DECISION

Decisions may be categorically excluded from documentation in an Environmental Assessment (EA) or Environmental Impact Statement (EIS), when they are within one of the categories identified by the U.S. Department of Agriculture in 7 CFR part 1b.3 or one of the categories identified by the Chief of the Forest Service in Forest Service Handbook (FSH) 1909.15 sections 31.1b or 31.2, and there are no extraordinary circumstances related to the decision that may result in a significant individual or cumulative environmental effect.

A. Category of Exclusion

The proposed project can be categorically excluded from documentation in an EA or EIS because it fits category 31.2-1, described in Forest Service Handbook Interim Directive (ID) 1909.15-2004-3, July 6, 2004. This category is for "Construction and reconstruction of trails."

The categorical exclusion is appropriate in this situation because no significant issues were raised regarding the proposal and resource specialists found no extraordinary circumstances with potential adverse effects on the environment.

B. Relationship to Extraordinary Circumstances

1. Threatened and Endangered Species or Their Critical Habitat -

The Endangered Species Act requires that federal activities do not jeopardize the continued existence of any species federally listed or proposed as threatened or endangered, or result in adverse modification to such species' designated critical habitat. This decision will have 'no effect' on listed species or their critical habitats; this trail is primarily located in the Town of Jackson and since it replaces an existing trail, the project is not expected to alter the amount or type of use occurring in the area.

2. Floodplains, Wetlands, or Municipal Watersheds -

Floodplains: Executive Order 11988 is to avoid adverse impacts associated with the occupancy and modification of floodplains. Floodplains are defined by this order as, ". . . the lowland and relatively flat areas, adjoining inland and coastal waters, including flood prone areas of offshore islands, including at a minimum, that area subject to a one percent [100-year recurrence] or greater chance of flooding in any one year." The project is not located in or near floodplains based on site review.

Wetlands: Executive Order 11990 is to avoid adverse impacts associated with destruction or modification of wetlands. Wetlands are defined by this order as, ". . . areas inundated by surface or ground water with a frequency sufficient to support and under normal circumstances does or would support a prevalence of vegetative or aquatic life that requires saturated or seasonally saturated soil conditions for growth and reproduction. Wetlands generally include swamps, marshes, bogs, and similar areas such as sloughs, potholes, wet meadows, river overflows, mud flats, and natural ponds." There are no wetlands in the project area.

Municipal Watersheds: Municipal watersheds are managed under multiple use prescriptions in forest plans. This project is not located within a municipal watershed.

3. Congressionally Designated Areas -

This project is not located in a Congressionally designated Wilderness or Wilderness Study Area nor is it located within a designated Wild and Scenic River corridor. No adverse effects are expected on designated special areas.

4. **Inventoried Roadless Areas (IRAs) -**
This project is not located in an Inventoried Roadless Area.

5. **Research Natural Areas -**
The project is not located within or near Research Natural Areas.

6. **Native American Religious or Cultural Sites, Archaeological Sites, or Historic Properties or Areas -**
Section 106 of the National Historic Preservation Act requires federal agencies to take into account the effect of a project on any district, site, building, structure, or object that is included in, or eligible for inclusion in the National Register. There are no anticipated adverse effects to cultural resources.

IV. PUBLIC INVOLVEMENT

The Town of Jackson held multiple public meetings regarding the Pine Glade development plan. Support for replacing the existing trail emerged during those meetings. No opposition to the project was raised.

V. FINDINGS REQUIRED BY AND/OR RELATED TO OTHER LAWS AND REGULATIONS

My decision will comply with all applicable laws and regulations. I have summarized some pertinent ones below.

Forest Plan Consistency (National Forest Management Act) - This Act requires the development of long-range land and resource management plans (Forest Plans). The Bridger-Teton Forest Plan was approved in 1990, as required by this Act. The plan provides for guidance for all natural resource management activities on the Forest. The Act requires all projects and activities be consistent with the Forest Plan. The project is located in DFC 9B which is managed for special use recreation. The proposed project is consistent with Forest Plan direction.

Endangered Species Act - See Section III, Item B1 of this document.

Sensitive Species (Forest Service Manual 2670) - This Manual direction requires analysis of potential impacts to sensitive species, those species for which the Regional Forester has identified population viability is a concern. The proposed project would not adversely impact any known sensitive species.

Clean Water Act - This Act is to restore and maintain the integrity of waters. The Forest Service complies with this Act through the use of Best Management Practices. This decision incorporates Best Management Practices to ensure protection of soil and water resources.

Wetlands (Executive Order 11990) - See Section III, Item B2 of this document.

Floodplains (Executive Order 11988) - See Section III, Item B2 of this document.

Clean Air Act –
Under this Act areas of the country were designated as Class I, II, or III airsheds for Prevention of Significant Deterioration purposes. Class I areas generally include national parks and wilderness areas. Class I provides the most protection to pristine lands by severely limiting the amount of additional human-caused air pollution that can be added to these areas. This decision will not adversely affect air quality.

Federal Cave Resources Protection Act - This Act is to secure, protect, preserve, and maintain significant caves, to the extent practical. Site features and field review substantiate that no caves are in the decision area. No cave resources will be affected by this decision.

National Historic Preservation Act –
See Section III, Item B6 of this document.

Archaeological Resources Protection Act –
See Section III, Item B6 of this document.

Native American Graves Protection and Repatriation Act –
See Section III, Item B6 of this document.

Wyoming Wilderness Act and Wild and Scenic Rivers Act –
See Section III, Item B3 of this document.

Environmental Justice (Executive Order 12898) - This Order requires consideration of whether projects would disproportionately impact minority or low-income populations. This decision will not adversely impact minority or low-income populations.

VI. ADMINISTRATIVE REVIEW OR APPEAL

This decision is not subject to a higher level of administrative review or appeal pursuant to 36 CFR 215.8.

VII. IMPLEMENTATION DATE

This decision may be implemented immediately. Work on these trails is expected to occur over the next two years.

VIII. CONTACT PERSON

For further information contact:

Linda Merigliano
Jackson Ranger District
PO Box 1689
Jackson, WY 83001
(307) 738-5428

IX. SIGNATURE AND DATE

I have concluded that this decision may be categorically excluded from documentation in an environmental impact statement or environmental assessment as it is within one of the categories identified by the U.S.

Department of Agriculture in 7 CFR part 1b.3 or one of the categories identified by the Chief of the Forest Service in Forest Service Handbook (FSH) 1909.15 sections 31.1b or 31.2, and there are no extraordinary circumstances related to the decision that may result in a significant individual or cumulative environmental effect. My conclusion is based on information presented in this document and the entirety of the Planning Record.

/s/ Dale Deiter
Dale A. Deiter
Jackson District Ranger

8.4.2011
Date

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PLANNING & BUILDING DEPARTMENT

May 28, 2019

Collins Planning Associates
Attn: Bill Collins
PO Box 7441
Jackson, WY 83002

RE: Development Obligations and Compliance of the Pine Glades Planned Unit Development

Dear Mr. Collins:

The Pine Glades Planned Unit Development (PUD), Sketch Plan and Final (Major) Development Plan (FDP) is a residential hillside development consisting of 27 market townhomes units and 9 deed restricted units. The PUD and Sketch Plan were approved on October 8, 2007 and the FDP was approved on April 14, 2008. The project is broken into two phases: Phase I consisting of all improvements and buildings along Pine Glades Drive, and Phase II consisting of all improvements and buildings along Jessica Lane. Several 'Applicants' or 'Developers' have been involved starting with the original Applicant, Dave Taylor, who first proposed the project and stayed with the project until the original FDP was approved. Today, a new property owner, John Tozzi, is being represented by the Applicant, Bill Collins.

As Phase I comes near to completion, the past few years have resulted in compliance issues surrounding pedestrian access through the site's roadways, access to trails, usage of the break-away emergency gate, and many more. Complaints from Pine Drive residents and Pine Glades owners were received and several of these matters have involved the local Police and Fire Department, in addition to Planning. Recently, the Applicant applied for two applications: Item P18-342 Development Agreement to commence infrastructure-related construction on Phase II (Jessica Lane), and Item P19-018 Development Plan Amendment to modify the last two units in Phase I which include minor habitable and garage expansions.

During the application review process for both items P18-342 & P19-018, Town of Jackson (Town) Staff received additional public comment from both Pine Drive residents and Pine Glades owners expressing frustrations on matters related to trails, access through the Pine Glades roadways, etc. As a result the Applicant requested that their applications be continued in order to identify any un-satisfied development obligations prior to the items going before the Town Council. The Town agreed to further research the Pine Glades PUD and FDP approvals and provide the applicant with the Town's position on whether the Pine Glades PUD and FDP is out of compliance with any development obligations.

The following is an itemized list of development obligations for the Pine Glades PUD and the associated compliance status of P05-126 & 127 ("Sketch Plan & PUD for Pine Glades") and P07-126 & 127 ("Pine

Glades Final Development Plan"). Under each heading is a description of a specific development obligation, status of compliance, and a reference to attached exhibits.

ROADWAYS: Non-Compliant with Pine Glades PUD

As part of the Pine Glades PUD the Applicant committed, both verbally and in writing, to provide public non-vehicular/non-motorized access across, over and on the site's roadways. The complete public record memorializing this obligation is provided below (Exhibits A – H).

***EXHIBIT A**: Letter from Jackson Hole Community Pathways to the Town Planning and Building Department related to the approved Variance (P07-076) to develop on a lot with slopes greater than twenty-five percent (25%). The letter commends the original Developer (Dave Taylor) on their willingness to include public access across, over and on Pine Glades PUD for non-motorized users.*

***EXHIBIT B**: Transcription of David Taylor (original developer) on record at the Jackson Town Council meeting on January 7, 2008 committing to the Jackson Town Council that the Pine Glades PUD would be open to the public and that the public would have non-vehicular access through the interior-roads to access trails.*

***EXHIBIT C**: The narrative section (5 pages taken from the project summary) of the Final Development Plan pledging that the updated project plan specifically included public access to the trail heads in the Pine Glades PUD from Pine Drive and Spruce Drive (page 2). In addition, the last two pages under headings Section 2170.J.11 Streetscapes states 'Nevertheless the proposal includes pedestrian pathways, in the form of public trail access easements fronting the lower row of buildings, allowing pedestrians access from the Pine and Wister Drive neighborhoods to the Snow King Ski Areas and Bridger-Teton National Forest'. Furthermore on the last page, it states that 'the development will provide at least four pedestrian access easements across the property providing a link from the neighborhoods west to Snow King slopes and beyond...'*

***EXHIBIT D**: The approved Final Development Plan trail map identifying all trails within the Pine Glades PUD as 'Public Ski/Hiking Trails' which directly connect to the roadways.*

***EXHIBIT E**: The recorded Subdivision Improvement Agreement which, on page three under 'Public Pathways,' describes the developer's obligation to build the trails delineated on the trail map as 'Public Ski/Hike Trails' (see also EXHIBIT D).*

***EXHIBIT F**: The approved Minor Deviation (P11-025) for a requested trail relocation with attached Town of Jackson departmental reviews discussing obligations for trail signage at the Cache Street and Pine Drive access points. The documents states that 'the applicant shall not obstruct public access on the proposed pathway'. Furthermore, this document includes a review comment that states 'the applicant shall not obstruct public access on the Town of Jackson access easement designated as "GCE Roadway" on the Pine Glades Townhomes Phase One Addition plat'.*

***EXHIBIT G**: The recorded plat for the Pine Glades Townhomes Phase One Addition which states that the Town of Jackson is granted an access easement across the entire GCE Roadway (under the Certificate of Owner, first column, 5th from the bottom). The second page is the actual recorded plat showing the GCE Roadway.*

EXHIBIT H: *A second approved Minor Deviation (P14-062) for a second requested trail relocation with attached departmental reviews stating that 'the new trail location will need to be delineated on a Pathways Easement or Amended Plat.*

Based on the fact as evidenced in the public records described above and attached hereto, the Applicant was required to provide public access across, over and on the Pine Glades PUD roadways. This was verbally promised by the Developer (Dave Taylor) before the Town Council, was referenced in the FDP proposal, was clearly identified on the approved trail map, was clearly identified in the SIA, and was further a condition of approval with both Minor Deviations related to trail relocation.

TRAIL CONNECTIVITY: Compliant with Pine Glades PUD and Incomplete

When the Pine Glades PUD was approved there were several trails proposed throughout the site to provide trail access to the Shade Monkey and Sink or Swim trails for residents within the development, for neighboring residents on Pine Drive and Wister Avenue, and for the general public. Exhibits B - H each support the fact that public use of trails within the development was part of the development's approval. Currently, because all public access points connecting Pine Glades Drive to the Snow King trails (specifically the Shade Monkey and Sink or Swim trails) have been installed, Pine Glades PUD is in compliance with its public trail access obligations with regard to Phase I. The final outstanding trail access point to be installed must be addressed with the Development Agreement required for Phase II (Jessica Lane), which will include a trail connection from Wister Avenue to Pine Glades Drive (Exhibit D). The "S1 trail" (specifically defined as the trail access point at the duplex numbered 140 and 142 Pine Glades Drive) has been vacated and replaced with a new trail connection at the north end of the upper opening of the tunnel, as evidenced by Exhibits I and J.

EXHIBIT I: *Correspondence between the Town and the Applicant confirming that the S1 trail was vacated as part of approved Minor Deviation P14-062.*

EXHIBIT J: *April 15, 2019 correspondence between Town Planning and Jackson/Teton County Pathways Department confirming that the S1 trail was vacated and the new trail adjacent to the tunnel was installed and is compliant with Jackson/Teton County Pathways Department trail standards.*

Based on the fact, as evidenced in the public records described above and attached hereto, that Pine Glades PUD established the required connectivity to public trails from the site, it is compliant with Phase I of the Pine Glades PUD. However, one further connection is required based upon the approved trail map (Exhibit D) for Phase II, and must be addressed in the Phase II Development Agreement.

PUBLIC ACCESS – SIGNAGE: Non-Compliant with Pine Glades Final Development Plan

As part of the Final Development Plan, public non-vehicular/non-motorized access was proposed and approved, and the installation of signage to that effect was required at the Cache Street and Pine Drive access points. This signage was approved as part of the FDP and required as part of Minor Deviation P11-025 (Exhibit F). However, "No Trespassing" signage is currently installed at both the Cache Street and Pine Drive access points. Pine Glades PUD is therefore out of compliance.

EXHIBIT K: *Photos of No Trespassing signage (taken in April 2019).*

Based on the fact, as evidenced in the public record described above and attached hereto, that Pine Glades PUD was required to install and maintain signage indicating the right to public non-vehicular/non-

motorized access across, over and on the site and that currently "No Trespassing" signage is erected at two locations on the site, the Applicant's ongoing actions violate a term or condition of the Pine Glades PUD.

PUBLIC ACCESS – BOULDERS: Non-Compliant with Pine Glades Final Development Plan

As described above, public non-vehicular/non-motorized access is approved as part of the Pine Glades PUD and the boulders recently installed adjacent to the break-away gate, while tolerated by the Fire Department, are located to close to the break-away gate restricting pedestrians and bicyclists from accessing the site by forcing them to either climb around the boulders or crawl under the gate.

> ***EXHIBIT K:*** *Photo of the west end of the temporary gate with adjacent boulders to the right (taken in April 2019)*

Based on the fact, as evidenced in the public record described above and attached hereto, that Pine Glades PUD was required to provide the public non-vehicular/non-motorized access across, over and on the site and that boulders adjacent to the break-away gate restrict pedestrians and bicyclists from accessing the site, the Applicant's actions violate a term or condition of the Pine Glades PUD.

BREAK-AWAY GATE: Compliant with Pine Glades PUD and Incomplete

The break-away gate at the west end of Pine Glades Drive was required for the purpose of emergency access in light of the fact that emergency vehicles may not be able to access the site via the tunnel on Cache Street. The break-away gate approval also includes allowing construction-related traffic that cannot fit through the tunnel associated with an approved Building, Grading or Development related permit. The break-away gate is not to be used by residents of Pine Glades Drive as daily or intermittent access at all. The Town was notified that the break-away gate was recently damaged, is being repaired and that a temporary fence is in its place. Upon installation of the new gate, the use of the gate shall only be for emergency vehicle access and construction-related vehicles that cannot access the construction site via the tunnel due to their size and which are associated with a Town Building, Grading or other related Development permits.

> ***EXHIBIT G:*** *The recorded plat for Pine Glades PUD which clearly identifies the west end of Pine Glades Drive adjacent to Pine Drive as "Emergency Access Only."*

> ***EXHIBIT K:*** *A photo showing the temporary gate that needs to remain in place until the new gate is installed (taken on April 1, 2019).*

Based on the fact, as evidenced in the public records described above and attached hereto, that the Pine Glades PUD west entrance is limited to "Emergency Access Only," any use of the break-away gate for any vehicles, residents' vehicles included, other than 1) emergency vehicles and 2) a construction-related vehicle that cannot fit through the tunnel and is associated with a Town Building, Grading or other related Development permit is non-compliant with the Pine Glades PUD.

TOPPING OF TREES: Non-Compliant with Pine Glades Final Development Plan

A Visual Impact Analysis was required as part of the Pine Glades Final Development Plan due to the impacts of the development on a hillside with a grade of twenty-five percent (25%) or more. There

was a specific tree removal plan and re-planting plan that was to be strictly abided by. Ultimately the existing vegetation remaining was to serve the purpose of screening the development from public view (i.e. from adjacent streets, the Town Square, highways, etc.) and the private clearing or "topping" of trees for better views for the Pine Glades residents is prohibited. Recent photos taken show several trees have been topped.

> ***EXHIBIT L:*** *The original Visual Impact Analysis showing which trees shall be removed, which trees can be pruned, and which trees shall remain untouched.*
>
> ***EXHIBIT M:*** *Photos of trees topped adjacent to the S1 duplex and the triplexes further up Pine Glades Drive (taken X date).*

Based on the fact, as evidenced in the public records described above and attached hereto, that the Visual Impact Analysis made a condition of the Pine Glades PUD explicitly prohibited tree topping and trees have been topped, the Applicant's actions violate a term or condition of the Pine Glades PUD.

ROADWAY HEATING ELEMENT: Non-Compliant with Pine Glades Final Development Plan

As part of the Final Development Plan for Pine Glades, roadway heating elements were approved uphill from the tunnel on both Pine Glades Drive and Jessica Lane. The applicant has stated that the heating element is not operating due to high costs and mechanical issues. The heating element is a required condition of the project's design and function.

> ***EXHIBIT D:*** *A depiction of the approved Snow Melt Areas.*

Based on the fact, as evidenced in the public record described above and attached hereto, that the Final Development Plan included the roadway heating element as a condition of the approval, the non-functioning status of the roadway heating element at this time is non-compliant with the Pine Glades PUD.

LANDSCAPE PLAN: Compliance Indeterminate with Pine Glades PUD

The approved landscape plan for Pine Glades PUD includes an expansive tree removal component in addition to several planting areas. It required: approximately one hundred and eighty (180) new Aspen trees, sixty (60) new Serviceberry trees and sixty (60) new Snowberry trees to be equally distributed throughout Pine Glades development (both Phase I & II). All of the trees marked for removal have been removed. However, no record has been kept as to the number of trees that have been planted, as part of Phase I, therefore it is indeterminate whether Pine Glades PUD is in compliance with its landscape plan at this time.

> ***EXHIBIT N:*** *The approved landscape plan for Pine Glades PUD.*

Based on the fact, as evidenced in the public record described above and attached hereto, that the Final Development Plan included a landscape plan as part of the approval and the Applicant has not verified compliance with that Landscape Plan, it is indeterminate at this time whether landscaping is in compliance with the Pine Glades PUD.

SIDEWALKS: Compliant with Pine Glades PUD and Incomplete

The Final Development Plan depicts sidewalks along the southern side of both Pine Glades Drive (Phase I) and Jessica Lane (Phase II). In Phase I, the applicant provided a sidewalk within the tunnel that continues up Pine Glades Drive and ends at the duplex addressed as 140 and 142 Pine Glades Drive. At this time Phase I is nearly complete and sidewalks have not been provided for the remainder of Pine Glades Drive.

***EXHIBIT D:** A depiction of the approved sidewalks within the site.*

Based on the fact, as evidenced in the public record described above and attached hereto, that the Final Development Plan depicts sidewalks and that some sidewalk portions have been constructed and some remain unbuilt at this time, the Applicant is currently compliant with approved construction plans for Phase I.

NEXT STEPS: Compliance Summary, Enforcement Actions and Applicant Obligations

As set forth above in detail, there are reasonable grounds supporting the finding that Pine Glades PUD is out of compliance with a variety of terms and conditions of its approvals. Based on the number of compliance issues, the individualistic nature of each issue, and the varying stages of non-compliance each issue is in, the Town has developed a timeline for compliance as follows:

1: The following compliance issues must be resolved as indicated below. Failure to resolve these issues by the assigned deadline will result in the Town referring the issue to the Town of Jackson Code Enforcement Officer, in accordance with Land Development Regulation Division 8.9.2, and may prevent the issuance of further approvals and/or permits for the Applicant pursuant to Land Development Regulation Division 8.9.3.

- **Public Access - Signage:** The Pine Glades PUD required the installation and maintenance of signage indicating the right to public non-vehicular/non-motorized access across, over and on the site. The currently installed "No Trespassing" signage erected at two locations on the site violates terms and conditions of the Pine Glades PUD. All 'No Trespassing' signs must be removed by **June 1, 2019**. In addition, a new sign plan that is consistent with the approved Final Development Plan must be provided to the Town Planning Department by **July 1, 2019**.

- **Public Access - Boulders**: The Pine Glades PUD required public non-vehicular/non-motorized access across, over and on the site. However boulders have been installed adjacent to the break-away gate, thus restricting pedestrians and bicyclists from accessing the site. This violates the terms and conditions of the Pine Glades PUD. The boulders must be shifted to allow at least four to six (4-6) feet of space for bicyclists and pedestrians to freely access Pine Glades Drive and the area must be inspected by the Town no later than **July 1, 2019**.

2: The following issues are either currently compliant with the Pine Glades PUD but not complete, and thus require further action by the Applicant to achieve full compliance at build-out, or are currently complete but non-compliant with the Pine Glades PUD. To ensure full compliance will be achieved at build-out or, if currently non-compliant, the following items must be completed by **September 1, 2019**. Failure to resolve these issues by this date will prevent the issuance of further approvals and/or permits for the Applicant pursuant to Land Development Regulation Division 8.9.3.

- **Roadways**: Because the Applicant was required to provide public access across, over and on the Pine Glades PUD roadways and because ongoing actions actively prohibit and/or dissuade public access, the terms and conditions of the Pine Glades PUD approval is being violated. The Applicant must come into compliance by September 1, 2019 and, specifically, to do so the Applicant must record a new easement on the GCE Roadway against its property or amend the plat to memorialize in perpetuity that there is a public non-vehicular/non-motorized right of access across, over and on the Pine Glades PUD roadways.

- **Trail Connectivity**: Phase I of the Pine Glades PUD established the required connectivity to public trails from the site for the development that has been completed. However, a further connection is required as a term of Phase II. As part of the revised Development Agreement or By September 1, 2019 the Applicant must 1) provide a map identifying the future location of the lower connector trail from Wister Avenue to Pine Glades Drive and 2) provide a cost estimate for this trail that will be used to calculate the appropriate bond (as part of the Phase II Development Agreement).

- **Break-Away Gate**: The Pine Glades PUD west entrance is limited to "Emergency Access Only," and by September 1, 2019 the Applicant must 1) reinstall the permanent break-away gate and 2) provide draft language for the Phase II Development Agreement that dictates the schedule of dates when the construction vehicles will use the break-away gate and what type of vehicles will use it. After September 1, 2019, with the exception of emergency use or construction-related use associated with a Town Building, Grading or other related Development permits, the gate must remain closed and locked.

- **Landscaping:** Since the Applicant has not verified compliance with that Landscape Plan, it is indeterminate at this time whether landscaping is in compliance with the Pine Glades PUD. Therefore, by September 1, 2019 the Applicant must 1) prove the number and the location of new trees planted per the approved Landscape Plan; 2) provide the number of outstanding trees to be planted; 3) provide a schedule for full compliance with its Landscape Plan obligations; and 4) provide a cost estimate for the remaining planting required to come into full compliance at build-out that will be used to calculate the appropriate bond (as part of the Phase II Development Agreement II).

- **Sidewalks:** The sidewalks depicted in the Final Development Plan are partially built. By September 1. 2019 the Applicant must delineate a pedestrian/bike lane within the GCE roadway with striping (Phase I). As part of Phase II, the Applicant must complete the sidewalks on Jessica Lane.

3: The following issue is currently non-compliant with the Pine Glades PUD and must be compliant by **December 31, 2019**. Failure to resolve the issue by December 31, 2019 will prevent the issuance of further approvals and/or permits for the Applicant pursuant to Land Development Regulation Division 8.9.3.

- **Roadway Heating Element:** The Final Development Plan includes the roadway heating element as part of the approval. Because the roadway heating element does not function at this time it is out of compliance with the Pine Glades PUD. The Applicant must ensure the heating element is fixed and functioning by December 31, 2019.

4: This item is a permanent condition for which **no compliance timeline is appropriate**. This item has been referred to the Town of Jackson Code Enforcement Officer for immediate action:

- **Topping of Trees:** The Visual Impact Analysis, made a condition of the Pine Glades PUD, explicitly prohibited tree topping and trees have been topped. The Applicant's actions violate a term of the Pine Glades PUD. The Town will pursue this matter immediately through the Town of Jackson Code Enforcement Officer, as set forth in Land Development Regulation Division 8.9.2.

5: The resubmission of the Phase II Development Agreement application.
On November 16, 2018 the Applicant submitted an application for Phase II and, at this time, it is unknown when the Development Agreement for Phase II will be heard by the Town Council. As a result, the Town Planning Department requires the Applicant to re-submit the Development Agreement for Phase II to address the issues in this letter no later than **September 1, 2019**. Failure to do so, or abandonment of the current Development Agreement, will result in the Town pursuing any outstanding compliance issues under Land Development Regulation Division 8.9.

Tyler Valentine
Senior Planner

Enclosures:
EXHIBIT A – Dave Taylor (Original Developer) Transcription
EXHIBIT B – Letter from Pathways
EXHIBIT C – FDP Project Description
EXHIBIT D – Approved Trail & Snow Melt Map
EXHIBIT E – Subdivision Improvement Agreement
EXHIBIT F – 2011 Minor Deviation
EXHIBIT G – Recorded Plat
EXHIBIT H – 2014 Minor Deviation
EXHIBIT I – S1 Trail Correspondence
EXHIBIT J – Town Correspondence on S1 Trail Vacation
EXHIBIT K – Signs & Gate
EXHIBIT L – Visual Analysis
EXHIBIT M – Topping of Trees
EXHIBIT N – Approved Landscape Plan

July 17, 2007
Via email as attachment shill@ci.jackson.wy.us

Town of Jackson
Planning and Building Department
Attn: Shawn W. Hill, Associate Planner
P.O. Box 1687
Jackson, WY 83001

Subject: Item P07-076 Pine Glades Development, LLC

Dear Shawn,

I have reviewed the Pine Glades Development application, and would like to offer the following comments of support from Friends of Pathways in regards to the trail and non-motorized access proposed.

Friends of Pathways is a private not-for-profit corporation which is an advocate for bicycling, walking, and trails, and as a partner of government agencies for projects of mutual interest. We work to enhance and connect the communities in and around Jackson Hole by promoting safe and convenient non-motorized transportation and recreation facilities and programs. Friends of Pathways, (FOP) was founded in 1994, and today has grown to over 1,100 members.

This project includes important access for recreational trails and public land access to the Greater Snow King Trails Network. I have reviewed the most recent trail proposal, and wish to commend the applicant for their willingness to include the public access for non-motorized uses, and for their flexibility to provide the most useful trail alignments.

Specifically, it is very helpful to see:

- The public easement on all sidewalks and roads for non-motorized use;
- The trail connection on the west side that will climb up to the "Sink or Swim" trail;
- The west-east trail above the homes that will contour to connect to the Snow King mountain trails, and the improved grades so the trails will not be so steep.

I believe these trails will serve both the future Pine Glades residents and the public at large for enhanced public land access. Please contact me if you or the Planning Commission has any questions on these comments at 733-4534.

Sincerely,

Tim Young, Executive Director

P.O. Box 2062 ~ 335 South Millward Street ~ Jackson, WY 83001
307.733.4534 ~ tim@friendsofpathways.org
www.friendsofpathways.org

TOWN OF JACKSON

TOWN COUNCIL REGULAR MEETING

ITEM TOPIC P05-126:

Pine Glades Sketch Plan & Planned Unit Development for a 39-unit Development at 10, 30 and 40 Spruce Drive

HELD AT:

Town Hall
150 E. Pearl Avenue
Town Hall Council Chambers
Jackson, Wyoming 83001

Monday, January 7, 2008
6:00 p.m.

TRANSCRIPTION OF AUDIO - 55:33- 58:30

Transcribed by:
Denise Nowak
Certified Shorthand Reporter
and Notary Public

P R O C E E D I N G S:

MAYOR BARRON: Further questions?

COUNCILWOMAN TURLEY: Dave, I was curious about -- and maybe this is too detailed at this point I guess, per Shawn's comments earlier, but the applicant submittal talks a lot about pedestrian and bike accessibility, so I was just curious about how the tunnel would work in terms of pedestrians and bikers using the tunnel, and if there are lights and safety and ventilation. I do see a sidewalk here with pedestrians. I don't see room for a bike lane.

MR. TAYLOR: There is a sidewalk for road bikes. There is not currently, at least shown, a bike lane in the tunnel, or on the interior roads. However, the interior roads are open to non-vehicular/non-motorized vehicle access of the general public. And we've built -- in consultation with Pathways, we are designing to build over a mile of mountain bike trails or hiking trails across the property through which you could get to the bottom of the hill. But for a road bike, there's not a bike path in the tunnel right now.

COUNCILWOMAN TURLEY: It is well lit and ventilated for pedestrians?

MR. TAYLOR: Yes. In fact, we're going -- the police chief is concerned about my ability to keep graffiti out of the tunnel. But our intention actually is to have it very well lit and put some form of metal cutout art in the tunnel to make it interesting.

It's about 500 feet long. It takes about 20 seconds to drive through it, but I don't want people to be afraid to drive through the tunnel.

ATTENDEE: Able to keep graffiti away from the walls with it --

MR. TAYLOR: So how do you do this?

ATTENDEE: -- being open around the schools and whatnot.

MR. TAYLOR: Probably why I wanted to put a gate at the entrance, but...

COUNCILWOMAN TURLEY: Well that gets at my other question. I'm glad to hear that you aren't putting a gate at the entrance, but I do wonder, if that's a private drivethrough and you want to discourage people from entering there if they aren't residents or visitors to the development --

MR. TAYLOR: No, it's open to the public.

COUNCILWOMAN TURLEY: Okay.

MR. TAYLOR: It will have a public easement

probably, I guess to Pathways, but for non-motorized vehicles.

COUNCILWOMAN TURLEY: So what will be your signage there to discourage vehicles from using it that aren't attempting to access the development?

MR. TAYLOR: I haven't written it yet, but I suppose it would say Private Drive, non...

ATTENDEE: No Through Traffic.

MR. TAYLOR: No Through Traffic.

REPORTER'S CERTIFICATE

STATE OF IDAHO }
} ss.:
COUNTY OF FREMONT }

I, Denise Nowak, a Shorthand Reporter and Notary Public within and for the State of Idaho, do hereby certify:

That I reported the proceedings in the within entitled matter, and that the within transcript is a true record of such proceedings.

I further certify that I am not related, by blood or marriage, to any of the parties in this matter and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of April, 2019.

_____

DENISE NOWAK
Notary Public State of Idaho
My Commission Expires: 3/13/2021

PROJECT SUMMARY:

This application proposes development of a clustered community of 27 market priced townhomes and 12 affordable condominiums to be known as Pine Glades on 17.11 acres located at 10 and 40 Spruce Drive. The proposed access to the property uses innovative road design and extensive pathways to substantially minimize disturbance and visual impact. The property lies within the Suburban Residential (SR) zoning district and is in neither the NRO nor SRO. It is bordered on the east by the Snow King Ski Area, on the north and west by residential development, and on the south by the Bridger-Teton National Forest. The entire parcel slopes steadily from the south to the north and is heavily forested with mature Douglas Fir trees.

Recognizing the difficulties and negative impacts of the previously approved single-family subdivision, we have chosen an alternate approach that seeks to minimize the impacts of development and to respect and accentuate the positive characteristics of the property. To achieve this we undertook an extensive study of the property and solicited, received, and listened to input from the community and Town planners. Based on this process of study and listening we believe we have taken development challenges and turned them into opportunities – opportunities to provide the Town of Jackson with a high quality development project that enhances the neighborhood, maintains the character of the site, and that unit owners and neighbors alike can appreciate and enjoy.

To accomplish these goals given the size and unique characteristics of the property required the flexibility in design afforded a Planned Unit Development ("PUD"). The conceptual design of this project dovetails with all of the PUD standards, most notably provision for the efficient development and use of streets, utilities, and pathways, preservation of unique natural and scenic features, and maximizing open space, all resulting in a development achieving high quality design.

The overall design of the development consists of two roads running parallel with the existing slopes of the site and partially beneath the buildings, thereby minimizing the visual impact of the project and resulting in the least site disturbance possible. The location and layout of the buildings is designed to minimize visual and environmental impacts by incorporating drive aisles and parking areas below the buildings, eliminating the need for individual driveways and minimizing site disturbance and lot coverage by stacking parking and living uses.

The application proposes access to the property via a road originating at the southern terminus of Cache Street and extending up the slopes of Snow King below ground to minimize impacts. Once the "tunnel" reaches the north east corner of the property it

resurfaces and the internal roads then access each row of buildings at a single location, substantially limiting the length of road necessary. With this design, wildlife migration is least impacted and pedestrian pathways from Pine, Spruce and Wister Drives to Snow King and Bridger-Teton National Forest can be achieved.

Numerous public benefits are being proposed with this project, including:

- elimination of traffic disturbance on the surrounding neighborhood;
- a 50 foot diameter turnaround at the southern end of Pine Drive;
- an easement for the Town to construct a turnaround at the eastern end of Wister Drive should future demand require;
- enlargement of the Town's water booster pump(s) at the base of the hill to improve inadequate water pressures in the area;
- one mile of additions to pathways and pedestrian easements;
- a pedestrian easement to access Snow King from the eastern end of Spruce Drive;
- an easement expanding skiable terrain across the southeast corner of the property;
- new pedestrian and bicycle access from the south end of Pine Drive to the Sink-or-Swim trail in the Bridger-Teton National Forest; and
- providing more than twice the minimum affordable housing requirement.

The architectural design eloquently expresses recognition of traditional mountain west building styles, current design techniques, the challenging building site, and a respect for the surroundings. Construction materials will include wood, stone, and roofing and siding shingles in muted colors designed to blend with the hillside and minimize visual impact.

Review Procedures, Standards & Criteria: This application is for a PUD and Conditional Use Permit subject to the development standards within Article IV.

- The PUD application is subject to the review standards outlined in LDR §2170.J, Criteria for Review (of PUDs), §2170.I, Flexible Development Standards (for PUDs), and §52100.E, Development Plan Standards.
- Since LDR §49190, Development in Hillside Areas, requires a development proposal in hillside areas having an average cross slope of 10% or greater to obtain a Conditional Use Permit, we are also applying for a Conditional Use Permit subject to the review standards in §52100.E, Development Plan Standards, §49190.D, and §5140.B and requesting that the Conditional use Permit application be combined with the Development Plan Application as permitted by to LDR §51200.C.2, Multiple Applications.

Project Evolution: Over the course of the past three years we have sought community input for the project, held workshops with the Town Council and Planning Commission, open houses for neighbors and the public, and most recently received Sketch Plan approval from both the Planning Commission and Town Council. The result has been more than two dozen modifications to the original design – virtually every one of which has resulted in an improved project. Following is a list of the more significant revisions:

Significant Revisions since Sketch Plan Approval

- Increased roadway clearance under buildings to in excess of 11 feet, permitting a wider range of delivery vehicles and also increasing overall building height.
- Eliminated the need for an access road from Wister by creating a turnaround for the Fire Department at the end of the lower road.
- Increased guest parking by adding covered parking spaces between buildings
- Proposed improvements to the Pine/Cache intersection

Significant Revisions since Initial Public Workshops

- Reduced number of market units from 44 to 27
- Reduced number of buildings from 13 to 10
- Reduced building scale from 4 units per building to 2 and 3 units per building
- Relocated Buildings and Roadways to Minimize Tree Removal
- Increased Affordable Housing to provide twice the minimum required
- Located Affordable Housing On-Site
- Further clustered buildings into under 5 acres
- Moved several buildings outside of Avalanche Zone
- Developed photo-realistic 3D visual impact model which shows nominal impact on scenic assets
- Eliminated Switchbacks by Acquiring #40 Spruce Drive
- Commitment to LEED certification – may be 1st residential project in the state
- Enhanced for improved Fire Department Access to the Snow King hillside, including added turnouts, expanded street widths, and added emergency access points
- Substantial additions to Pathways, Side Walks and Ski Easements
- Eliminated Gate House at entrance
- Developed Comprehensive Construction Management Plan
- Developed Environmental, Recycling & Waste Management Plan
- Construct a 50 ft. diameter cul-de-sac for Town at the end of Pine Drive

Section 2170.J. 10, Emergency access. Adequate, approved access to all structures by emergency vehicles shall be provided.

The plans have been carefully designed and re-designed to ensure emergency access is provided to all areas of the development. This includes emergency vehicle access at both ends and in the middle of both rows of buildings, appropriately located vehicle turnarounds, and safe, convenient access between rows of buildings. Roadway clearances exceed 13' 6" on the primary access road for fire truck access and 11'3" within the buildings for ambulance access to individual units.

Section 2170.J. 11, Streetscapes. All Planned Unit Developments with frontage on a public street or approved private street shall provide safe, inviting, and attractive streetscapes. Where appropriate, residential units, including outdoor spaces such as porches, decks, and balconies, shall be oriented to the street yard, and where appropriate, streetscapes shall not be dominated by parked vehicles and garage entrances. Trash enclosures and dumpsters shall not be located in street yards or adjacent to any street.

Considering the location of the proposed project within a forest apart from traditional neighborhood development, it is difficult to apply the criteria that front setbacks should create an attractive streetscape. Nevertheless, the proposal includes pedestrian pathways, in the form of public trail access easements fronting the lower row of buildings, allowing pedestrian access from the Pine and Wister Drive neighborhoods to the Snow King Ski Area and the Bridger-Teton National Forest. The design of the buildings follows the contours of the site. This, along with the use of decks, porches and balconies, and the retention, to the greatest extent possible, of the current forested character of the site, will result in a comfortable and pleasing pedestrian environment.

By locating the vehicular access to the site and the parking primarily below grade and placing the buildings above these features, the development dramatically limits the amount of land covered by structures, resulting in extensive open space for a project of this scale. Considering the amount of open space and the proposal to provide trail easements across the site, the front setbacks proposed create abundant functional open space. The relative isolation of the development site from the street, coupled with the proposal to locate the buildings well back from the front lot line, result in a minimal, and perhaps non-existent, impact on access to light and air from the street.

Section 2170.J. 12, Pedestrian system. Walkways shall form a logical, safe, and convenient system for pedestrian access to all dwelling units, project facilities and amenities, and principal off-site pedestrian destinations. Provision shall be made for pedestrian and bicycle travel in accordance with Pathways in Jackson Hole, A Conceptual Plan (March 1992). Linkages to schools, parks, public lands, and pathways existing on adjacent properties shall be provided.

The development will provide at least four pedestrian access easements across the property providing a link from the neighborhoods on the west to Snow King slopes and beyond. Pedestrian access to and from each unit is provided within the design. In addition, each unit within the development will have ski in and ski out access.

Section 52100.E.5, Conditional and Special Uses The proposed Development Plan shall comply with the conditional or special use standards, as applicable, pursuant to **§5140.B, Conditional Use Standards** or **§5140.C, Special Use Standards**, if the proposed use is specified as a Conditional or Special use in **Table 2200, Use Schedule**.

Section 5140.B, Conditional Use Standards. The issuance of a Conditional use permit shall be dependent upon findings that the proposed use, as conditioned, fully complies with these Land Development Regulations. A Conditional use not involving a new or remodeled structure may be issued on a temporary or term basis in order to determine and demonstrate the nature and extent of any adverse effects of the Conditional use. The Town Council may also attach any other conditions deemed appropriate, including conformity to a specific site plan, to ensure compliance with the following standards.

Section 5140.B.1, Consistent with Comprehensive Plan The proposed Conditional use shall be consistent with the goals, objectives and policies of the Comprehensive Plan, including standards for building and structural intensities and densities, and intensities of use;.

Please see above discussion of the projects consistency with the Comprehensive Plan under both the PUD and Development Plan sections of this report.

Section 5140.B.2, Compatibility The proposed Conditional use shall be compatible with the scale and character of the immediate vicinity of the land proposed for development.

The density and design of the development is compatible with both the density or the surrounding SR zoned neighborhood and the character of the neighboring development. Density is below what is currently present in the surrounding neighborhood and allowed in the SR zoning district. Though practically invisible from surrounding homes due to building locations and heavy tree cover, the design of the development, with a clustering of buildings and a separation of modules intended to minimize scale, results in a mass and scale that maintains and enhances the character of the neighboring subdivisions.

PINE GLADES, LLC

TOWN OF JACKSON

PINE GLADES DRIVE

JESSICA LANE

PINE DRIVE

WISTER AVENUE

SPRUCE DRIVE

S1 S2 S3 S4 S5

N1 N2 N3 N4 N5

TOWN OF JACKSON

SNOW KING RESORT, INC

MATCHLINE

LEGEND

- PROPOSED BUILDING FOOTPRINT
- PROPOSED ROADWAY
- PROPOSED EASEMENT
- PROPOSED RETAINING WALL - FILL
- PROPOSED RETAINING WALL - CUT
- PROPOSED BOULDER RETAINING WALL - CUT LESS THAN 4' HEIGHT
- PROPOSED SPRUCE TREE
- PROPOSED ASPEN TREE
- COVERED ROADWAY/TUNNEL OR COVERED PARKING
- PUBLIC SKI/HIKING TRAIL (SOFT SURFACE)
- SIDEWALK/WALKWAY
- SNOW STORAGE
- SNOW MELT AREA
- PUBLIC/SNOW KING SKI AREA

NOTES THIS SHEET:

1. 50' DIA TURNAROUND
2. FIRE DEPARTMENT PULLOUT, TYP. PROPOSED GATED EMERGENCY ACCESS
3. EASEMENT DEDICATED TO TOWN OF JACKSON FOR TURNAROUND
4. MECHANICAL BUILDING FOR SNOWMELT BOILER, ELECTRICAL CONTROLS ETC.
5. PROPOSED AFFORDABLE HOUSING
6. PROPOSED FOREST SERVICE ACCESS, CONNECT TO SINK OR SWIM
7. PUBLIC/SNOW KING SKIING AREA
8. FUTURE SNOW KING BUILDINGS WITH UNDERGROUND PARKING ACCESS FROM PINE GLADES ACCESS ROAD.
9. EASEMENT TO PINE GLADES, LLC FROM SNOW KING HOLDINGS, LLC FOR TUNNEL AND ACCESS ROAD.
10. EASEMENT TO PINE GLADES, LLC FROM TOWN OF JACKSON FOR TUNNEL AND ACCESS ROAD.
11. EASEMENT TO LOT 68, ASPEN HIGHLANDS SUBDIVISION FOR ACCESS TO LOT
12. EXISTING DUPLEX - DEDICATED AFFORDABLE HOUSING

GENERAL NOTES:

1. SURVEY OF PROPERTY & IMMEDIATELY ADJACENT PROPERTIES PERFORMED BY SURVEYOR SCHERBEL, NOVEMBER 2000.
2. ALL OTHER DATA PROVIDED BY TOWN OF JACKSON & TETON COUNTY GIS.
3. TRAIL EASEMENTS TO BE 10' WIDE ON CL OF TRAIL.CENTER LINE OF TRAIL TO BE SURVEYED AFTER CONSTRUCTION.

0 50 100 150 200

SCALE IN FEET

RENDEZVOUS ENGINEERING, P.C.
P.O. BOX 4658 JACKSON, WYOMING 83001
25 SOUTH GROS VENTRE STREET
PHONE - 307.733.5252 FAX - 307.733.2334

Prepared By: JFH
Date: 10-05-07
Rev. Date:

DRAWING TITLE: FINAL SITE CONDITIONS

PROJECT TITLE: PINE GLADES FINAL DEVELOPMENT PLAN

PROJECT NUMBER: 05-019

DRAWING NUMBER: C2.2

SUBDIVISION IMPROVEMENT AGREEMENT

RELEASED
INDEXED
ABSTRACTED
SCANNED

THIS AGREEMENT dated this 31st day of December, 2010, by and between PINE GLADES DEVELOPMENT, LLC, hereinafter referred to as "Subdivider", and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, hereinafter referred to as the "Town", provides as follows:

GRANTOR: PINE GLADES DEVELOPMENT LLC ET AL
GRANTEE: PINE GLADES DEVELOPMENT LLC ET AL
Doc 0767878 bk 750 pg 263-274 Filed At 16:09 ON 02/09/10
Sherry L. Daigle Teton County Clerk fees: 53.00
By Mary Smith Deputy

WHEREAS, Subdivider is required to construct certain public improvements (the "Improvements") as a condition of the approval of the final plat and associated Final Development Plan; and

WHEREAS, the Town of Jackson Land Development Regulations require that a subdivision agreement for public improvements be executed by the Subdivider and the Town and recorded in the Office of the Teton County Clerk and Recorder; and

WHEREAS, the Town Council approves of the terms and conditions of this agreement for the Final Plat Subdivision designated as the Pine Glades Townhomes. Phase One Addition to the Town of Jackson; and

WHEREAS, this Subdivision Improvement Agreement supersedes the Development Agreement executed by the Town and the Developer on July 9, 2008.

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Subdivider on its own behalf or any successor in interest or assign, and the Town do mutually covenant and agree as follows:

1. SUBDIVIDER TO COMPLY

Subdivider shall comply with all improvement requirements contained in Section 6140 A. of the Town of Jackson Land Development Regulations, the Development Plan approved by Town Council on January 22, 2008 and subdivision improvement plans and specifications retained on file in the office of the Town Engineer the Planning Director, and the requirements of the Town Planning and Zoning Commission and Town Council for this subdivision and additional improvements as set forth within this document. Improvements shall be engineered, designed, constructed, and installed solely at Subdivider's own cost.

2. DEVELOPMENT PLAN AND FINAL PLAT REQUIREMENTS INCORPORATED

The requirements of the Town Council, as set forth in its approval of any required Final Development Plan, Conditional Use Permit, and Final Plat are hereby incorporated herein by reference as though fully set forth. Development and use of all land within the

subdivision is limited to that conveyed by the Final Plat, Pine Glades Townhome Covenants and the Land Development Regulations of the Town of Jackson, as they may be amended from time to time.

3. APPROVED SUBDIVISION INFRASTRUCTURE IMPROVEMENT PLANS AND SPECIFICATIONS

The subdivision infrastructure improvement plans and specifications filed by Subdivider or its agents, as approved by the Town Engineer and maintained on file in the office of the Town Engineer, and any revision of said improvement plans and specifications approved by said Town Engineer and additional improvements as set forth within this document are hereby incorporated herein by reference as though fully set forth. All public improvement work required by Subdivider under this agreement shall be in accordance with said improvement plans and specifications.

4. ESTIMATED COST OF SUBDIVISION INFRASTRUCTURE IMPROVEMENTS AND SECURITY THEREFORE

The list of improvements and upgrades together with the total cost of improvements and upgrades required by this agreement as estimated by the Town Engineer is attached hereto as **Attachment "A"** and by this reference made a part hereof. Subdivider shall deposit with the Town, prior to filing of the Final Plat, an irrevocable letter of credit, or performance and payment bond, or funds in escrow, or other equivalent security or commitment approved by the Town Council. Such security shall be in the amount of 125% of the estimate approved by the Town Engineer and Planning Director (the "Security") and such security amount shall be released as portions of work are completed and reasonably approved for release by the Town Engineer per Paragraph 12 below.

5. ESTIMATED COST OF OTHER SUBDIVISION IMPROVEMENTS AND SECURITY THEREFORE

Affordable Housing Obligation. Subdivider has made minor modifications to two existing two bedroom units one of which will qualify as a two bedroom Category I unit and one of which will qualify as a two bedroom Category II unit under the Teton County Housing Authority Guidelines (collectively, the "Existing Affordable Units"). Subdivider shall construct the following: (i) six two bedroom units all of which qualify as two bedroom Category Six units under the Teton County Housing Authority Guidelines; (ii) two one bedrooms units one of which will qualify as a one bedroom Category I unit under the Teton County Housing Authority Guidelines and one of which will qualify as a one bedroom Category II unit under the Teton County Housing Authority Guidelines; and (ii) two one bedroom units all of which will qualify as one bedroom Category III units under the Teton County Housing Authority Guidelines (the "New Affordable Units")(the Existing Affordable Units and the New Affordable Units shall be collectively referred to herein as the "Affordable Housing Units"). The construction of the New Affordable Units shall be completed within two (2) years of the recordation of the Final Plat for the

Pine Glades Townhomes Phase One Addition to the Town of Jackson. In the event that said units are not completed on or before such two year anniversary of the recordation of the Final Plat for the Pine Glades Townhomes Phase One Addition to the Town of Jackson, Lot F of the Pine Glades Townhomes Phase One Addition to the Town of Jackson shall be conveyed to the Town of Jackson and all construction plans required to complete said structure shall be delivered to the Town of Jackson.

6. PUBLIC PATHWAYS

The Public Pathways delineated as "public ski/hike trails" on the site plan of the Final Development Plan approved by Council, requires that the developer complete the installation of the Public Pathways as part of the overall improvements described in Attachment "A". At such a time that the Town determines that public access is safe and appropriate, the Developer shall receive a letter from the Town requesting that all required work necessary (survey, design and installation) of an approved Public Pathway or Public Pathway segment shall be completed within six months of the request. The developer may be granted an extension for the completion based on a determination by the Town Engineer that weather conditions has precluded progress.

7. UNDERGROUND ELECTRICAL POWER, TELEPHONE, TELEGRAPH, CABLE TELEVISION, AND GAS FACILITIES

All electrical power, telephone and telegraph communication, cable television, and gas facilities within the subdivision shall be installed underground, except that above-ground facilities necessary to serve underground facilities, other installation of peripheral overhead electrical transmission and distribution feeder lines, or other installation of either temporary or peripheral overhead communications, distance, trunk, or feeder lines may be allowed. Subdivider understands and agrees that any and all said facilities that are to be constructed within or under any street improvements shall be in place prior to the construction of the surface street improvements. Subdivider affirms that the public utility companies, including the cable television company enfranchised by the Town, providing the said services and facilities to and within the subdivision have been directly consulted by Subdivider through its officers, agents, or employees and that Subdivider is informed as to the approximate cost to Subdivider of the provision and installation of said facilities and services underground and that the requirements for said facilities have been considered in the preparation of the subdivision improvement plans.

8. EXACTIONS:

Subdivider shall pay exactions for the following purposes and in the following amounts to the Town prior to the filing of the Final Plat:

Parks Exactions:	$ 29,000.00
School Exaction:	$ 23,000.00

9 TIME FOR COMPLETION:

Subdivider agrees to install all improvements as required including off-site improvements and further agrees that all such work of improvements shall be fully completed on or before July 14, 2010, unless said time upon written request of Subdivider made to the Town Engineer of the Town is extended by the Town, which extension shall not be unreasonably withheld.

No occupancy of shall be granted for any Phase One building until all the improvements, dedications and warranties listed on **Attachment "B"** have been completed and approved by the Town. The Town shall accept no building permit applications for Phase Two until Subdivider and the Town have negotiated and executed a new Development Agreement for outstanding improvements required by the Final Development Plan.

10. WARRANTY:

All work and improvements required pursuant to this agreement and the ordinances of the Town shall be subject to and shall carry a guarantee and warranty for all work and materials for a period of one (1) year from the date of acceptance, which shall be for the benefit of the Town and this obligation shall survive any release of security by the Town The Subdivider shall post maintenance bonds or appropriate letters of credit to secure the warranties equal to 20% of the total estimated cost of construction.

11. LIABILITY:

Subdivider agrees to carry a comprehensive general liability policy with minimum limits of $500,000 for each occurrence and $1,000,000 annual aggregate for bodily injury and $500,000 for each occurrence and $1,000,000 annual aggregate for property damage or a combined single limit policy with minimum limits of $1,000,000 for each occurrence and $2,000,000 annual aggregate which includes coverage for manufacturer and contractors, independent contractors, products, completed operations, maintenance of the utility tunnel (and all associated heating, access, ventilation and structure systems) and personal injury. Subdivider also agrees to name the Town as an additional named insured as respects the contract, and a certificate of insurance covering these items shall be filed with the Town Engineer prior to the filing of the Final Plat.

12. PERFORMANCE TESTING AND INSPECTION:

Subdivider shall be required to obtain a Town approved State of Wyoming licensed engineer to perform and/or monitor all testing required per the Town standards.

Subdivider shall be responsible for obtaining all required Town permitting and abiding by the conditions set forth within same. Subdivider shall be required to complete all construction work and necessary performance tests on installed infrastructure per the Grading Permit application. Subdivider shall be responsible for the preparation of daily inspection reports and tests results. This information shall be submitted to the Town

Engineer. The Town shall have the right, but not the obligation, to be present at any and all such performance tests and to perform periodic observation of any and all phases of construction. Subdivider shall notify the Public Works Department prior to the commencement of any performance test or any placement of asphalt pavement or concrete curb and gutter and shall provide placement for a representative of the Town to be present at the test or placement.

13. RELEASE OF SECURITY: As improvements are completed, the Subdivider may submit a written request to the Town Engineer for a release of part or all of the Security. Upon inspection and approval, the Town Engineer may release the requested amount of the Security or portion thereof. If the Town Engineer determines that any of the improvements are not constructed in substantial compliance with approved plans and specifications and/or requirements, the Town Engineer shall furnish the Subdivider a list of specific deficiencies and shall be entitled to withhold collateral sufficient to ensure compliance. If the Town Engineer determines that the Subdivider has not constructed any or all of the improvements in accordance with the approved plans and specifications and/or requirements, the Town Engineer shall draw and expend from the Security such funds as may be necessary to construct the improvements in accordance with the approved plans and specifications and/or requirements. Release of the Security does not constitute certification of compliance with the standards of the Land Development Regulations or any applicable code or other requirement or a release of the responsibility of the Subdivider. The Town has the right to withhold issuance of certificates of occupancy for improvements in future phases if Subdivider or its agents, successors or assigns, has not repaired public infrastructure that has been damaged by Subdivider, its agents. successors or assigns during future construction related activities.

14. DEVELOPMENT COORDINATION:

Unless specifically provided in this Agreement to the contrary, the contact person representing the Town shall be the Town Engineer who shall have general responsibility for coordinating development of the improvements required herein. Subdivider shall notify the Town Engineer when improvements shall be installed. The Planning Director shall coordinate development exactions related to parks fees, school fees and affordable housing or construction of affordable housing.

15. ACCEPTANCE:

THE TOWN SHALL NOT BE RESPONSIBLE FOR ANY IMPROVEMENTS, MAINTENANCE, OR CARE UNTIL THE SAME SHALL BE ACCEPTED, NOR SHALL THE TOWN EXERCISE ANY CONTROL OVER THE IMPROVEMENTS UNTIL ACCEPTED. NO OCCUPANCY WILL BE GRANTED WITHIN THE DEVELOPMENT UNTIL THE PUBLIC UTILITIES AND OTHER OUTSTANDING PUBLIC SAFETY CONCERNS (AS LISTED IN ATTACHMENT "B") HAVE BEEN ACCEPTED. THE TOWN MAY PERMIT OCCUPANCY AND DELAY THE ACCCEPTANCE OF IMPROVEMENTS PROVIDED PUBLIC SAFETY CONCERNS HAVE BEEN ADDRESSED BY SUBDIVIDER AS DETERMINED BY THE TOWN PURSUANT TO

TOWN REGULATIONS. The following administrative procedure for acceptance of improvements:

(1) Prior to acceptance. The Town shall not have any responsibility with respect to any improvement, notwithstanding the use of the same by the public, unless the improvements have been formally accepted by the Town and the Subdivider has provided all necessary warranty bonds.

(2) Request for Acceptance. Upon completion of the improvements, the Subdivider may request, in writing, their acceptance by the Town. This request shall be accompanied by proof that there are no outstanding judgments or liens against the land upon which the public improvements are located. Upon acceptance of the public improvements located within the utility tunnel, the following provisions shall be included within the granting document or a separate document to be recorded against the property: (i) the Pine Glades Homeowners Association shall indemnify and hold the Town harmless from any and all personal injury or property damage to the public infrastructure located within the utility tunnel resulting from the Pine Glades Homeowners Association negligently maintaining the utility tunnel (including but not limited to its obligation to maintain and operate the heat within the tunnel and its obligation to keep the tunnel water-sealed); (ii) the Pine Glades Homeowners Association shall keep the utility tunnel insured against loss or damage, for its full insurable value by a company authorized to do business in Wyoming and shall furnish the Town with a certificate of such insurance; and (iii) upon notice from Lower Valley Energy, or its successors, of the nonpayment of electricity invoices for the utility tunnel by the Pine Glades Homeowners Association, the Town shall have the right to pay for such electrical services and all invoices, together with costs and reasonable attorneys' fees without waiving the fact that such electrical services, invoices and reasonable attorneys' fees shall be and remain the personal obligation of each lot and residential units within Pine Glades (all phases) and shall be a lien upon each lot and residential unit within Pine Glades (all phases) until paid in full.

(3) Final Inspection. Upon receipt of a written request for acceptance from Subdivider, the Town Engineer and Town Planning Director will conduct a final inspection of the public improvements and will furnish a written list of any deficiencies noted. The Town Engineer and Town Planning Director will base the inspection on compliance with the approved Final Development Plan, construction plans, profiles and specifications, as required by the Land Development Regulations, development permits and Final Development Plan. Upon satisfactory completion of all construction in accordance with the approved plans, profiles and specifications, as certified by a registered engineer in the State of Wyoming, and receipt of reproducible record drawings and satisfactory test results, the Town Engineer will notify the Subdivider in writing of the Town's approval of

the public improvements and schedule the request for approval of the bill of sale by the Town Council.

(4) Record Drawings. Prior to the acceptance of any completed improvements, record drawings and specifications for streets, water, sewer, drainage and other facilities must be submitted to the Town Engineer. The plans shall be submitted in a computerized electronic media format deemed suitable by the Town Engineer and shall be accompanied by two (2) sets of prints. The plans shall show the detailed location of all utilities including service lines to lots. A permanent benchmark shall be described on each sheet.

(5) Certifications. The following certification by the project engineer shall appear on the face of the record drawings:

Record Plans Certificate

These record plans were prepared under my direct supervision and control and are accurate representation of the public improvements shown hereon as they were constructed. The improvements as installed conform to the requirements of the Wyoming Department of the Environmental Quality. the Wyoming Department of Transportation, the Town of Jackson and other applicable agencies. Where the improvements were constructed in a different manner, form, type, alignment, location or material than as originally approved, they have been so noted.

(Engineer's Signature)
(Engineer's Name, Printed) Date
Wyoming P.E. No.

(6) Notification of Acceptance. Upon action of the Town Council to accept the improvements, the Town Engineer shall notify the Subdivider in writing of the Town's acceptance.

(7) Responsibility to Maintain. Upon acceptance by the Town, all responsibility for the public improvements shall be assumed by the Town, except that the Subdivider shall be subject to a one (1) year warranty on the construction of the improvements from the time of acceptance by the Town.

16. NOTICES

Any notice or communication required or permitted herein shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Town: Town of Jackson
Attention: Town Engineer
P.O. Box 1687

Jackson, WY 83001

Subdivider: Pine Glades Development, LLC
P.O. Box 642
Jackson, WY 83001

Either party upon written notification sent via United States Mail, return receipt requested, may change mailing addresses and contact information.

17. BINDING EFFECT OF AGREEMENT AND MODIFICATIONS

This agreement shall run with the land included within the subdivision and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. No modification of the terms of this agreement shall be valid unless in writing and executed with the same formality as this agreement, and no waiver of the breach of the provisions of any section of this agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

18. TITLE AND AUTHORITY

Subdivider warrants to the Town that it is the record owner of the Subject Property upon which the development shall be constructed or is acting in accordance with the authority of the owner. The undersigned further warrants having full power and authority to enter into this Agreement.

19. SEVERABILITY

This agreement is to be governed and construed according to the laws of the State of Wyoming. In the event that any provision of this Agreement is held to be in violation of Town, State or Federal laws and hereby rendered invalid or unenforceable as to any party or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

TOWN OF JACKSON,
a municipal corporation
of the State of Wyoming

Mark Barron, Mayor

APPROVED AS TO FORM:

Town Attorney

ATTEST

Roxanne Devries Robinson, Town Clerk

CONTENTS:

Town Engineer

Planning Director

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Audrey Cohen-Davis as Town Attorney of the Town of Jackson this 9th day of FEBRUARY, 2010.

Witness my hand and official seal.

Notary Public
My commission Expires: 6/29/11

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Shawn P. O'Malley as Town Engineer of the Town of Jackson this 9th day of FEBRUARY, 2010.

Witness my hand and official seal.

Notary Public
My commission Expires: 6/29/11

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Tyler Sinclair as Planning Director of the Town of Jackson this 9th day of FEBRUARY, 2010.

Witness my hand and official seal.

Notary Public
My commission Expires: 6/29/11

Pine Glades Development, LLC,
a Wyoming limited liability company

By Fluid Capital, LLC,
a Washington limited liability company,
its Manager

By
Jeffrey S. Hussey, its Manager

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Jeffrey S. Hussey, as Manager of Fluid Capital, LLC, a Washington limited liability company, as Manager of Pine Glades Development, LLC, a Wyoming limited liability company, this 31st day of December, 2009.

Witness my hand and official seal.

BRENDA WYLIE - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES: 8-1-2012

Brenda Wylie
Notary Public
My commission expires: 8-1-2012

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Attachment "A"

The following costs are being provided as an estimate of the total remaining work for the Pine Glades Development Please note that the total bond amount indicated can be used for the completion of any portion of work not completed and accepted by the Town.

South Cache Streetscape Improvements (Pine Glades Development)

Item	Quantity	Unit Measurement	Price	Cost
Concrete Curb & Gutter	814	LF	$55 00	$44,770 00
Concrete Valley Gutter	180	SF	$20.00	$3,600.00
Concrete Sidewalk	2150	SF	$12.00	$25,800.00
Retaining Wall	160	LF	$70.00	$11,200 00
12-inch PVC Pipe	89	LF	$85.00	$7,565.00
Storm Manhole	2	EA	$3,500.00	$7,000.00
Storm Catch Basin	3	EA	$4,500.00	$13,500.00
Connection to Existing Storm Drain	3	EA	$1,750 00	$5,250.00
Crush Gravel Base	380	TON	$40.00	$15,200.00
Bituminous Concrete Pavement	185	TON	$135.00	$24,975.00
Landscaping & Pavers	1	LS	$20,000.00	$20,000.00
TOTAL				***$178,860.00***

Pine Drive West of Cache (Road Repairs)

Item	Quantity	Unit Measurement	Price	Cost
Crush Gravel Base	285	TON	$40.00	$11,400.00
Bituminous Concrete Pavement	145	TON	$135.00	$19,575.00
TOTAL				***$30,975.00***

Spruce Drive West of Millward (Road Repairs)

Item	Quantity	Unit Measurement	Price	Cost
Crush Gravel Base	325	TON	$40.00	$13,000.00
Bituminous Concrete Pavement	165	TON	$135.00	$22,275.00
TOTAL				***$35,275.00***

Pathway (Pine Glades Development)

Item	Quantity	Unit Measurement	Price	Cost
Pathway	4,200	LF	$4.00	$16,800.00
TOTAL				**$16,800.00**

Site Grading	$30,000.00
Utility Tunnel	$40,000.00
Storm system (Lower Road)	$10,000.00
Fire Hydrants (lower road)	$9,000.00
Bond	$350,910.00
Bond Total x 1.25	**$438,637.50**

Attachment "B"

The following will be completed prior to the Town granting occupancy for Pine Glads Phase One buildings.

Item
Complete Grading, slopes and drainage swales behind buildings
Engineering approval of all retaining walls and slopes above four feet in height will be provided
Gate at the end of Pine Drive will be completed
Dedication and warranty for the purchased fire hydrants, water and sewer system shall be completed or deferral of dedication of water and sewer infrastructure if approved by the Town

PLANNING & BUILDING DEPARTMENT

August 16, 2011

Pine Glades Development, LLC
Attn: Adam Scott
P.O. Box 642
Jackson, WY 83001

Re: Item P11-025 – Minor Deviation
Pine Glades Planned Unit Development
30-266 Pine Glades Drive; 150-270 Jessica Lane

Dear Mr. Scott:

This letter is to confirm that pursuant to Section 51200.J of the Town of Jackson Land Development Regulations, the Planning Director **approved** your request for a Minor Deviation of the Final Development Plan for the Pine Glades Planned Unit Development, subject to the attached Project Reviews. This Minor Deviation allows the relocation of the Sink-or-Swim pathway connection from the Pine Drive turnabout to the west end of the development near Building "S1" as depicted in the proposed site plan.

Please note that any revisions to the Final Development Plan shall be reviewed and approved by the Planning Director. Approval of any changes to the Final Development Plan shall be in accordance with Section 51200.J. Minor Deviations and 51200.K. Amendment to a Development Plan permit of the Town of Jackson Land Development Regulations.

Should you have any questions, please contact Shawn Hill at 733-0440, Ext. 1303.

Respectfully,

Tyler Sinclair, AICP
Director of Planning & Building

TS:ad

Enclosure

pc: Brenda Wylie, Wylie Law Firm

Project Plan Review History

Project Number	P11-025	**Applied**	6/21/2011	AD
Project Name	Re-locate multi-use pathway	**Approved**	8/15/2011	AD
Type	MINOR DEVIATION	**Closed**		
Subtype	FDP	**Expired**		
Status	APPROVED	**Status**	8/15/2011	AD

Applicant Pine Glades Development, LLC **Owner** PINE GLADES DEVELOPMENT, LLC

Site Address	City	State	Zip
30-266 Pine Glades Drive, etal	Jackson	WY	83001

Subdivision **Parcel No** 22411633438006 **General Plan**

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Fire <none> Kathy Clay, Fire Inspector Jackson Hole Fire/EMS 733-4732	APPROVED W/COND	6/22/2011	6/22/2011	7/5/2011	
1. 20' fire access lanes shall be maintained through the GCE-roadways through the subdivision.					
Legal A Cohen-Davis	APPROVED	6/22/2011	6/22/2011	6/30/2011	
Parks and Rec <none>	APPROVED	6/22/2011	6/22/2011	7/5/2011	
Pathways Brian Schilling	APPROVED	6/22/2011	6/22/2011	7/5/2011	
Planning Shawn Hill	APPROVED W/COND	6/22/2011	6/22/2011	7/5/2011	
1. The applicant shall not obstruct public access on the proposed pathway. 2. The applicant shall not obstruct public access on the Town of Jackson access easement designated as GCE-Roadway on the Pine Glades Townhomes Phase One Addition plat. 3. The applicant shall place signage at the Cache Avenue and Pine Drive accesses stating that public access is granted to pedestrians and bicyclists. This signage shall be installed prior to building permit issuance for any future building within the Pine Glades PUD or by October 15, 2011, whichever comes first. 4. The applicant shall have a survey prepared that documents the final alignment of the pathway and record said survey prior to October 15, 2011, and provide notification to the Planning Department. This survey shall also include an element ensuring public access on the trail itself as well as each end of the trail alignment.					
Police <none>	APPROVED	6/22/2011	6/22/2011	6/24/2011	No police concerns

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Public Works Shawn OMalley	APPROVED	6/22/2011	6/22/2011	6/23/2011	No Engineer concerns

CERTIFICATE OF OWNER

State of Wyoming)
County of Teton) ss.
Town of Jackson)

The undersigned owner hereby certifies that the foregoing subdivision of Lot 9 of Block 7 of the Aspen Hill Lots, a subdivision of record in the Office of the Clerk of Teton County, Wyoming, as Plat No. 124, and that parcel of land located within the NE1/4SE1/4 Section 33, T41N, R116W, 6th P.M., as shown on this plat and more particularly described under the Certificate of Surveyor is with free consent and in accordance with the desire of the undersigned owner and proprietor of the described lands;

that the name of the subdivision shall be PINE GLADES TOWNHOMES PHASE ONE ADDITION TO THE TOWN OF JACKSON;

that this subdivision is subject to a Declaration of Covenants, Conditions, and Restrictions to be recorded in the Office of the Clerk of Teton County, Wyoming, concurrently with this plat;

that this subdivision is subject to any covenants, conditions, restrictions, easements, ditches, roadways, rights-of-way, common areas, reservations and building setback requirements as delineated on the Aspen Hill Lots Plat, recorded as Plat No. 124, on file in the Office of the Clerk of Teton County, Wyoming;

that this subdivision is in accordance with and subject to the terms and conditions of the PINE GLADES PUD Final Development Plan approved by the Town Council of Jackson, Wyoming, on January 22, 2008;

that access to this subdivision is from Pine Glades Drive;

that Pine Glades Drive and Jessica Lane are private roads serving this subdivision;

that emergency access to this subdivision is from Pine Drive through a break-away access system;

that this subdivision is subject to any covenants, conditions, restrictions, easements, ditches, roadways, rights-of-way, common areas, reservations and building setback requirements as delineated on Maps T-56A and T-56C on file in said Clerk's Office;

that this subdivision is subject to that Subdivision Improvement Agreement to be recorded concurrently with this plat;

that as of the date of recording this plat, this plat is subject to that certain Lien Statement executed by Sullivan Construction, LLC, claimant, recorded in the Office of the Teton County Clerk on April 27, 2009 in Book 727 of Photo, Pages 1 to 274 and that certain Amendment To and Partial Release of Lien executed by Sullivan Construction, LLC, claimant, recorded in the Office of the Teton County Clerk on June 30, 2009, in Book 734 of Photo, Pages 286 to 300;

that this subdivision is subject to that right-of-way easement granted to the Town of Jackson on file in Book 85 of Photo, Pages 251-253, records of Teton County, Wyoming;

that this subdivision is subject to that easement granted to Landmark Homes and Development Company, Inc. on file in Book 54 of Photo, Page 528, records of Teton County, Wyoming;

that this subdivision is subject to that easement granted to Jackson Hole Cable Telecommunications, Inc. on file in Book 54 of Photo, Page 529, records of Teton County, Wyoming;

that this subdivision is subject to that easement granted to Lower Valley Power and Light, Inc. on file in Book 54 of Photo, Page 530, records of Teton County, Wyoming;

that this subdivision is subject to that easement deed granted to Jackson Hole Cable TV, Ltd. on file in Book 87 of Photo, Pages 230-245, records of Teton County, Wyoming;

that this subdivision is subject to that easement granted to Lower Valley Power and Light, Inc. on file in Book 88 of Photo, Page 414, records of Teton County, Wyoming;

that this subdivision is subject to that easement deed granted to Jackson Cable Corp. on file in Book 120 of Photo, Pages 316-330, records of Teton County, Wyoming;

that this subdivision is subject to that easement deed granted to McCaw Cablevision Limited Partnership Jackson Hole on file in Book 174 of Photo, Pages 66-85, records of Teton County, Wyoming;

that this subdivision has the use and benefit of that Tunnel and Construction Easement Agreement on file in Book 705 of Photo, Pages 1188-1203, records of Teton County, Wyoming and that certain Amendment to Tunnel and Construction Easement Agreement to be recorded concurrently with this plat;

that this subdivision has the use and benefit of that Access, Utility, Roadway Maintenance and Construction Easement Agreement described in Book 705 of Photo, Pages 491-503, records of Teton County, Wyoming;

that this subdivision is subject to those access and/or utility easements hereby granted to the Town of Jackson as shown hereon and to those easements granted to the Town of Jackson by that certain Right-of-Way, Utility and Snow Storage Easement Agreement to be recorded concurrently with this plat;

that the Town of Jackson is hereby granted a utility easement in, under, over and across the entire GCE-Roadway, as shown hereon, except for those portions of the GCE - Roadway that are within those Lots designated as townhome lots, for purposes of installing water and sewer utility infrastructure and all appurtenances thereto;

that the Town of Jackson is hereby granted an access easement across the entire GCE-Roadway;

that the Town of Jackson is hereby granted an access and maintenance easement across the entire subdivision for purposes of accessing and maintaining all water valves, meters, shut-off boxes, sewer cleanouts, manholes and appurtenances thereto;

that this subdivision is subject to that 15 foot wide access easement and skier access easement set forth in that certain Access and Recreation Easement Agreement described in Book 706 of Photo, Pages 518 to 531, and that certain First Amendment to Access and Recreation Easement to be recorded concurrently with this plat and all amendments thereto;

that, pursuant to a condition required by the Town of Jackson of the approved Final Development Plan, the undersigned hereby reserves unto itself, its heirs, successors and assigns, the right to grant to the public a pedestrian easement to be located within Lot H;

that this subdivision is subject to that Access and Utility Easement Agreement granted to the owner of Lot 68 Aspen Highlands, Plat No. 175, as shown hereon and of record in Book 728 of Photo, Pages 208-215, records of Teton County;

CERTIFICATE OF OWNER (CONTINUED)

that this subdivision is subject to those Distribution Gas & Electric Easements of record in Book 735 of Photo, Pages 14-16, and in Book 735 of Photo, Pages 17-22, records of Teton County, WYoming, as shown hereon;

that all owners of lots or units within the subdivision, and their heirs, successors, and assigns, the Town of Jackson, utility service providers, and emergency vehicles, including ambulances, fire-fighting vehicles, and police vehicles are hereby granted an access easement in and through that certain three dimensional airspace within Lots 1-14 as described and shown hereon, and such access easements are hereby declared to be a part of the GCE-Roadway;

that Lots A-E are subject to the access easements as shown hereon, and the undersigned, pursuant to the Final Development Plan hereby reserves the right to grant to all owners of lots or units within the subdivision, their heirs, successors, and assigns, the Town of Jackson, utility service providers, and emergency vehicles, including ambulances, fire-fighting vehicles, and police vehicles, an access easement in and through those certain three dimensional airspace within Lots A-E to be described in a future plat, and such access easements shall be declared to be a part of the GCE-Roadway;

that the Common Area, Lot H, including the GCE - Roadway, shall be conveyed by recorded deed to the Homeowners Association for common use and enjoyment of the Common Area by all owners of a lot or unit within this subdivision except for those portions of said Common Area being reserved and dedicated as Limited Common Elements and for those uses and areas restricted as noted on this plat and in those Declarations cited above;

that a non-exclusive easement in, over and across that portion of the GCE - Roadway (Pine Glades Drive and Jessica Lane), is hereby granted to each owner of a lot within Pine Glades Townhomes, their heirs, successors, and assigns for purposes of access to and from said lots and for underground utilities serving said lots;

that a non-exclusive easement in and through the Three-Dimensional Access Easement Across Lots 1-14 and A-E is hereby granted to each owner of a lot within Pine Glades Townhomes, their heirs, successors, and assigns for purposes of access to and from said lots;

that those portions of Common Area, Lot H, divided into Limited Common Elements as denoted by LCE followed by the number of the associated lot, are reserved for the exclusive use and enjoyment of the owner of such lot, subject to easements of sight and or of record including those granted hereon and subject to the rights of such owner, his heirs and assigns, and of the Homeowners Association and its authorized representatives to enter upon said Limited Common Elements for the purpose of installing, maintaining, or inspecting utility facilities serving this subdivision;

that non-exclusive easements across the Common Area, Lot H, including all of the Limited Common Elements, are hereby granted to Lower Valley Energy and those other utility companies, their successors and assigns serving this subdivision for installation, maintenance and repair of the utility services for the subdivision as shown hereon;

that the undersigned owner reserves the right to vacate and replat Lot F and Lot G into a total of 12 condominium units and common area pursuant to the Final Development Plan;

that the undersigned owner reserves the right to vacate and replat Lots A, B, C, D and E into a total of 13 townhome lots pursuant to the Final Development Plan;

that the undersigned reserves the right to assign appurtenant Limited Common Elements to condominium units and lots (either individually or collectively) to be created upon the vacation and replat of Lots A-G by recording such replat(s) and/or by recording a supplemental declaration;

that all easements, rights, obligations and burdens created by this plat shall be binding upon and inure to the benefit of the lots and all additional lots and/or condominium units created by the vacation and replat of lots pursuant to the reserved rights of the undersigned;

that access across the Common Area, Lot H, and in and through the Three-Dimensional Access Easement Across Lots 1-14 & A-E is hereby granted to emergency vehicles, including ambulances, fire-fighting vehicles, and police vehicles;

that the undersigned owner reserves unto itself, its heirs, successors, and assigns the right of ingress and egress across the Common Area, Lot H, for construction and other purposes relating to this subdivision and the right to grant unto other parties non-exclusive easements across Common Area, Lot H;

that the seller does not warrant to the purchaser that he or she shall have any rights to the natural flow of any stream within or adjacent to the subdivision;

that Wyoming law does not recognize any riparian rights with regard to the natural flow of a stream or river for persons living on the banks of the stream or river;

that all rights under the Homestead Exemption Laws of the State of Wyoming are hereby waived and released;

that Lot 9 of Block 7 of the Aspen Hill Lots is hereby vacated, hereby now being a portion of PINE GLADES TOWNHOMES PHASE ONE ADDITION TO THE TOWN OF JACKSON;

that in accordance with said Section 34-12-110, Wyoming Statutes, the Teton County Clerk is respectfully requested to write "vacated" across Lot 9 of Block 7 of the Aspen Hill Lots recorded in said Office as Plat No. 124.

PINE GLADES DEVELOPMENT, LLC
a Wyoming limited liability company

BY: Fluid Capital, LLC
a Washington limited liability company
ITS: Manager

BY: Jeffrey S. Hussey
ITS: Manager

SIGNATURE BY SEPARATE AFFIDAVIT

On Sight LAND SURVEYORS, INC.
265 North Glenwood
P.O. Box 12290
Jackson, WY 83002
(307) 734-6131

Project No. 22-41-16-33-2A 22-41-16-33-2A_fp1rev2.dwg 04/22/09 05/15/09 12/31/09 02/08/10

FINAL PLAT

PINE GLADES TOWNHOMES PHASE ONE ADDITION TO THE TOWN OF JACKSON

BEING
LOT 9 BLOCK 7 ASPEN HILL LOTS
TOGETHER WITH UNPLATTED LANDS LOCATED WITHIN
NE1/4SE1/4 SECTION 33
T41N, R116W, 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING

1285

SHEET 2 OF 7

LEGEND

- ■ INDICATES A STEEL PIPE WITH A BRASS CAP INSCRIBED "RLS 164" AND APPROPRIATE DETAILS FOUND THIS SURVEY; WYOMING CORNER RECORD ON FILE
- ◩ INDICATES A STEEL PIPE WITH A BRASS CAP INSCRIBED "RLS 376" AND APPROPRIATE DETAILS FOUND THIS SURVEY; WYOMING CORNER RECORD ON FILE
- ◥ INDICATES A STEEL PIPE WITH A BRASS CAP INSCRIBED "PHILIP G. MORTON" AND APPROPRIATE DETAILS FOUND THIS SURVEY; WYOMING CORNER RECORD ON FILE
- □ INDICATES A STEEL PIPE WITH A DOA–USFS TYPE BRASS CAP INSCRIBED WITH APPROPRIATE DETAILS FOUND THIS SURVEY
- ▪ INDICATES A STEEL PIPE WITH A BRASS CAP INSCRIBED "PLS 6447" AND APPROPRIATE DETAILS SET THIS SURVEY
- ◑ INDICATES A T–SHAPED STEEL STAKE WITH A CHROME CAP INSCRIBED "RLS 164" FOUND THIS SURVEY
- ◓ INDICATES A T–SHAPED STEEL STAKE WITH A CHROME CAP INSCRIBED "PE&LS 578" FOUND THIS SURVEY
- ○ INDICATES A T–SHAPED STEEL STAKE FOUND THIS SURVEY
- ● INDICATES A 5/8 INCH DIAMETER STEEL REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 6447" SET THIS SURVEY

EXTERIOR PROPERTY LINE
TOWNHOME LOT LINE
TOWNHOME LOT LINE COINCIDENT WITH EASEMENT
LOT LINE TO BE VACATED BY THIS SUBDIVISION
ADJACENT PROPERTY LINE
EASEMENT
CENTERLINE OF EASEMENT
LIMITED COMMON ELEMENT
THREE–DIMENSIONAL ACCESS EASEMENT (SEE CROSS–SECTION DETAILS ON SHEETS 4–6)

LCE — LIMITED COMMON ELEMENT AND ASSOCIATED LOT NUMBER
D–( ) DECK–LOT NUMBER
P–( ) PARKING–LOT NUMBER
DR–( ) DRIVEWAY–LOT NUMBER

GRID NORTH

ON SIGHT LAND SURVEYORS

On Sight Land Surveyors, Inc.
Teton County Control Network
2001

GRAPHIC SCALE

60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

-- NOTE: LINE & CURVE TABLES ARE SHOWN ON SHEET 7 --

ASPEN DRIVE
PINE DRIVE
SPRUCE DRIVE
PINE GLADES DRIVE
JESSICA LANE
WISTER AVENUE
SOUTH CACHE STREET
GLADES DRIVE
PINE DRIVE

ASPEN HILL LOTS PLAT NO. 124 BLOCK 4
ASPEN HILL LOTS PLAT NO. 124 BLOCK 5
ASPEN HILL LOTS PLAT NO. 124 BLOCK 7
SAGE ADDITION PLAT NO. 156
PINES ADDITION TO THE TOWN OF JACKSON PLAT NO. 423
ASPEN HIGHLANDS PLAT NO. 175
ELLIOTT 351P359
SNO–KING VILLAGE TOWNHOME ADDITION PHASE I PLAT NO. 336
SNO–KING VILLAGE TOWNHOME ADDITION PHASE II PLAT NO. 353
SNO–KING VILLAGE TOWNHOME ADDITION PHASE III PLAT NO. 353
JACKSON HOLE CONSERVATION ALLIANCE 415P971
PINE LODGE ADDITION PLAT NO. 1257
SNOW KING HOLDING LLC 614P866
WENDNAGEL STEEL, INC. 570P356
EWING 456P722
TOWN OF JACKSON

E1/4
NS1/64
SE1/16
S1/16

N 01°41'43" E 526.24' TIE TO E1/4 S.33
N 01°02'04" E 526.08' (REC. MAP T–56C)
S 01°51'19" W 629.80' BASIS OF BEARING (GEODETIC)
S 01°48'00" W 629.92' (REC. MAP T–56C)

N 89°59'59" E 273.86' (REC. MAP T–56C)
S 89°54'09" E 273.62'
S 89°55'06" E 799.18' (REC. MAP T–56C)
S 89°50'26" E 799.11'
N 89°57'29" E 99.75'
100.00' (REC. PLAT 124)
N 89°59'41" E 154.90'
S 89°58'49" E 154.93' (REC. MAP T–56C)
N 00°03'44" E 39.93'
N 00°08'31" E 39.94' (REC. MAP T–56C)
S 01°40'49" W 99.08'
S 01°42'38" W 99.03' (REC. MAP T–56C)
N 00°09'51" E 150.73'
150.00' (REC. PLAT NO. 124)
S 89°52'29" E 99.88'
S 89°55'06" E 99.84' (REC. MAP T–56C)
734.68' (REC. MAP T–56C) 734.83'
579.27' (REC. MAP T–56C) 579.31'
N 89°22'12" W 1314.14'
N 89°26'58" W 1313.95' (REC. MAP T–56C)

20 FOOT–WIDE EASEMENT 549P528, 549P529 & 549P530, 87P230, 120P316, 174P66
CENTERLINE OF 10 FOOT–WIDE EASEMENT 88P414
CENTERLINE OF 15 FOOT–WIDE ACCESS EASEMENT 706P518–531
CENTERLINE OF 30' WIDE UTILITY EASEMENT HEREBY GRANTED TO THE TOWN OF JACKSON
CENTERLINE OF 35 FOOT–WIDE RIGHT–OF–WAY GRANTED TO THE TOWN OF JACKSON 703P1021–1024
CENTERLINE OF 10 FOOT–WIDE UTILITY EASEMENT GRANTED TO QWEST 714P107–110
CENTERLINE OF 40 FOOT–WIDE CONSTRUCTION EASEMENT 705P491–503
CENTERLINE OF 50 FOOT–WIDE TUNNEL AND CONSTRUCTION EASEMENT AGREEMENT 705P1188–1203 AMENDMENT TO TUNNEL AND CONSTRUCTION EASEMENT AGREEMENT TO BE RECORDED CONCURRENTLY WITH THIS PLAT
85'X100' RIGHT–OF–WAY, UTILITY AND SNOW STORAGE EASEMENT GRANTED TO THE TOWN OF JACKSON TO BE RECORDED CONCURRENTLY WITH THIS PLAT
CENTERLINE OF 30 FOOT–WIDE UTILITY EASEMENT HEREBY GRANTED TO THE TOWN OF JACKSON
CENTERLINE OF 20 FOOT–WIDE UTILITY EASEMENT GRANTED TO LOWER VALLEY ENERGY, INC. 735P17–22
CENTERLINE OF 20 FOOT–WIDE UTILITY EASEMENT HEREBY GRANTED TO LOWER VALLEY ENERGY, INC. & 735P14–16
20' WIDE RIGHT–OF–WAY EASEMENT GRANTED TO TOWN OF JACKSON 85P251–253
73'X100' RIGHT–OF–WAY, UTILITY AND SNOW STORAGE EASEMENT GRANTED TO THE TOWN OF JACKSON TO BE RECORDED CONCURRENTLY WITH THIS PLAT
ACCESS & UTILITY EASEMENT GRANTED TO LOT 68 ASPEN HIGHLANDS 728P208–215
WESTERN BOUNDARY OF ACCESS AND RECREATION EASEMENT 706P518–531 AMENDMENT TO ACCESS AND RECREATION EASEMENT TO BE RECORDED CONCURRENTLY WITH THIS PLAT

LOT E RESERVED FOR 3 FUTURE TOWNHOME LOTS — LCE D–E, LCE D–E, LCE D–E
LOT D RESERVED FOR FUTURE 2 TOWNHOME LOTS — LCE D–D, LCE D–D
LOT C RESERVED FOR 3 FUTURE TOWNHOME LOTS — LCE D–C, LCE D–C, LCE D–C
LOT B RESERVED FOR 3 FUTURE TOWNHOME LOTS — LCE D–B, LCE D–B, LCE D–B
LOT A RESERVED FOR FUTURE 2 TOWNHOME LOTS — LCE D–A, LCE D–A
LOT 1 LOT 2 LOT 3 — LCE D–1, LCE D–2, LCE D–3
LOT 4 LOT 5 LOT 6 — LCE D–4, LCE D–5, LCE D–6
LOT 7 LOT 8 LOT 9 — LCE D–7, LCE D–8, LCE D–9
LOT 10 LOT 11 LOT 12 — LCE D–10, LCE D–11, LCE D–12
LOT 13 LOT 14 — LCE D–13, LCE D–14
LOT G 11,398± SQ.FT. — LCE D–G, LCE P–G
LCE P–F
LOT F RESERVED FOR FUTURE CONDOMINIUM SUBDIVISION
LOT G RESERVED FOR FUTURE CONDOMINIUM SUBDIVISION
LOT 9 TO BE VACATED BY THIS PLAT
LCE–DR–13&14
LCE–P–13&14

G.C.E. – ROADWAY
G.C.E. VISITOR PARKING (4 SPACES)
G.C.E. VISITOR PARKING (9 SPACES)
G.C.E. VISITOR PARKING (7 SPACES)
EMERGENCY ACCESS ONLY FROM PINE DRIVE

LOT H COMMON AREA 15.65 AC

SOUTHERN END OF SOUTH CACHE STREET

USFS LINE MARKER

TETON COUNTY PLANE COORDINATES WYOMING WEST ZONE, NAD83 N 1410689.25 E 2443048.34

TETON COUNTY PLANE COORDINATES WYOMING WEST ZONE, NAD83 N 1410663.50 E 2444361.82

U.S.A. DEPARTMENT OF AGRICULTURE U.S. FOREST SERVICE BRIDGER–TETON NATIONAL FOREST

FOR FURTHER DETAIL, REFER TO THE THE FOLLOWING SHEETS:

	SHEET NO.
LOT 1	6
LOT 2	6
LOT 3	6
LOT 4	6
LOT 5	6
LOT 6	6
LOT 7	6
LOT 8	6
LOT 9	6
LOT 10	5
LOT 11	5
LOT 12	5
LOT 13	5
LOT 14	5
LOT A	4, 5
LOT B	4, 5
LOT C	6
LOT D	6
LOT E	6
LOT F	4
LOT G	4
LOT H	4, 5, 6

PUBLIC MAINTENANCE OF ASPEN DRIVE, PINE DRIVE, AND SPRUCE DRIVE

PINE GLADES DRIVE AND JESSICA LANE ARE PRIVATE ROADS

NO PUBLIC MAINTENANCE OF PINE GLADES DRIVE AND JESSICA LANE

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY SYSTEM

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON SEWER COLLECTION AND TREATMENT SYSTEM

SELLER DOES NOT WARRANT TO THE PURCHASER THAT HE OR SHE SHALL HAVE ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF ANY STREAM OR RIVER FOR PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE

AREAS OF POTENTIAL AVALANCHE HAZARD WITHIN THIS SUBDIVISION WERE IDENTIFIED BY JMY ENVIRONMENTAL CONTRACTING AND DOCUMENTED IN A REPORT TITLED DATED SEPTEMBER 23, 2007. THIS STUDY IDENTIFIED "BLUE" ZONES, AREAS OF MODERATE HAZARD IN THE AVALANCHE ZONING PLAN. LOT F AND LOT G LIE WITHIN THE "BLUE" ZONE OF THE STUDY. ACCORDING TO THE STUDY, PRIVATE HOMES ARE PERMITTED IN THE BLUE ZONE IF THEY ARE DESIGNED TO RESIST AVALANCHE FORCES OR ARE OTHERWISE PROTECTED BY AVALANCHE DEFENSE.

* Lot 6 Vacated by Plat 1297

FINAL PLAT

PINE GLADES TOWNHOMES PHASE ONE ADDITION TO THE TOWN OF JACKSON

BEING
LOT 9 BLOCK 7 ASPEN HILL LOTS
TOGETHER WITH UNPLATTED LANDS LOCATED WITHIN
NE1/4SE1/4 SECTION 33
T41N, R116W, 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING

1285

SHEET 3 OF 7

On Sight LAND SURVEYORS, INC.
265 North Glenwood
P.O. Box 12290
Jackson, WY 83002
(307) 734-6131

Project No. 22–41–16–33–2A 22–41–16–33–2A_fp1rev2.dwg 04/22/09 05/15/09 12/31/09

SCANNED
P14-062

PLANNING & BUILDING DEPARTMENT

October 24, 2014

Brenda Wylie
P.O. Box 4574
Jackson, Wyoming 83001

Re: Item P14-062
30 Pine Glades Drive

Dear Ms. Wylie:

This letter is to confirm that on October 22, 2014, the Town of Jackson Planning Director **approved** your request for a Minor Deviation to relocate the approved pathway connecting Pine Glades Townhomes to the Town of Jackson "Sink or Swim" pathway subject to the departmental reviews attached hereto.

Please note that any revisions to the Final Development Plan shall be reviewed and approved by the Planning Director. Approval of any changes to the Final Development Plan shall be in accordance with Section 51200.J. Minor Deviations and 51200.K. Amendment to a Development Plan permit of the Town of Jackson Land Development Regulations.

Should you have any questions, please feel free to contact me at 733-0440, Ext. 1302.

Respectfully,

Lindsay Kissel

Lindsay Kissel
Senior Planner

Project Plan Review History

Project Number P14-062
Project Name Pine Glades Trail Relocation
Type MINOR DEVIATION
Subtype
Status STAFF REVIEW

Applied	8/11/2014	TV
Approved	8/18/2014	TV
Closed		
Expired	8/18/2014	TV
Status		

Applicant Brenda Wylie
Owner PINE GLADES DEVELOPMENT, LLC

Site Address	City	State	Zip
30 Pine Glades Drive	Jackson	WY	83001

Subdivision
Parcel No 22411633438006
General Plan

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Legal Audrey Cohen-Davis The new location wil need to be delineated on a Pathways Easement or amended Plat.	APPROVED W/COND	8/12/2014	9/2/2014	9/2/2014	
Planning Lindsay Kissel	APPROVED	8/12/2014	9/2/2014	10/24/2014	
Public Works Jeremy Parker	APPROVED W/COND	8/12/2014	9/2/2014	8/13/2014	

Lindsay Kissel

From: Brenda Wylie [brenda@wyliefirm.com]
Sent: Wednesday, October 22, 2014 3:38 PM
To: Lindsay Kissel
Cc: koehler.jack@gmail.com
Subject: FW: Pine Glades and Shade Monkey
Attachments: Shade Monkey Map.pdf

Thank you Jack. I have Lindsay at the Town to this e-mail. Regarding the old trail, that was my understanding as well - that the stone and material would be pushed up in a mound at the turn area so that is would deter people from riding over it.

Lindsay, can you let me know if you need anything further from me? See attached and below.

Best regards,
Brenda

Wylie Law Firm LLC | 320 E. Broadway, P.O. Box 4574, Jackson, Wyoming 83001 | work 307-733-6688 | mobile 307.690.4181 | brenda@wyliefirm.com

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-----Original Message-----
From: Jack Koehler [mailto:koehler.jack@gmail.com]
Sent: Friday, October 17, 2014 4:39 PM
To: Brenda Wylie
Cc: Katherine Dowson
Subject: Pine Glades and Shade Monkey

Hi Brenda,
I finally found time to put together the map you requested. We have an accurate GPS track of the finished trail alignment, including where it crosses town land that we could make available to Todd Cederholm if we need a better map to describe an access easement. It is in out GIS system and can be easily shared. Let me know if you need help with this if the attached map is not sufficient.

As I recall it, I was to write the town and let them know that FOP would be responsible for the trail build. I feel fine saying the trail is built. There is restoration work, related to

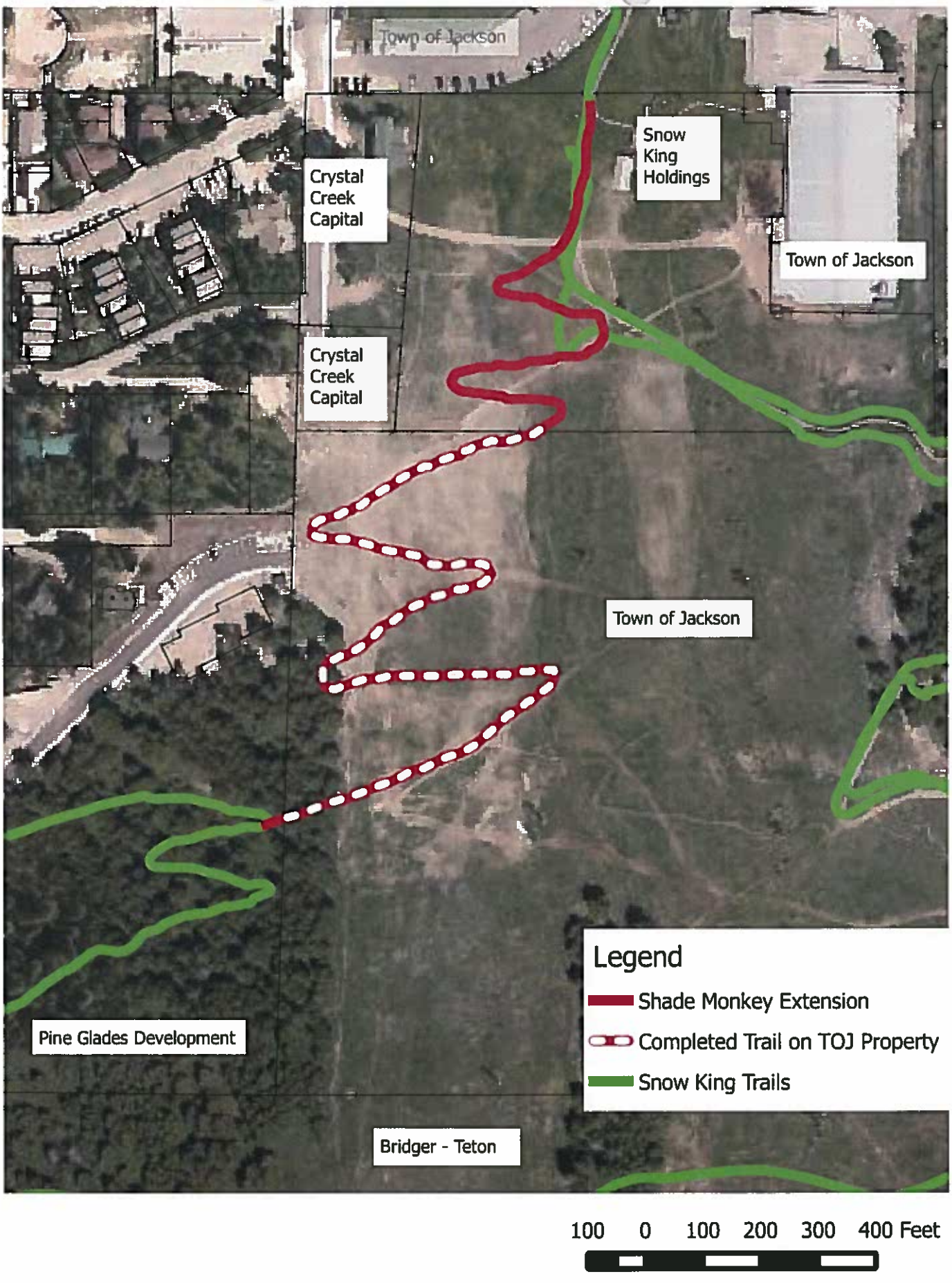
the new trail that should take place, but it is a drop in the bucket compared to the total amount of clean up and restoration that is still to be done from all the snow making and other trail work. It's a bit overwhelming how trashed the place looks right now.

As far as the old trail down to the development, I recall we were to rework the new junction at the top of the new trail to direct bike and hikers out on to Snow King or up the shade Monkey trail. This was to be accomplish by adding some stone steps or other natural material that would be awkward to ride or step over. We were going to leave the old trail in place. Can you please verify my understanding? The kiosk at Pine Glades has been removed.

If there is anything else you would like us to accomplish please let me know.

Thanks,
Jack

--
Jack Koehler
koehler.jack@gmail.com
PO Box 3791 Jackson, Wyoming 83001
307 413 6018


Town of Jackson
Snow King Holdings
Crystal Creek Capital
Town of Jackson
Crystal Creek Capital
Town of Jackson
Pine Glades Development
Bridger - Teton
Legend
Shade Monkey Extension
Completed Trail on TOJ Property
Snow King Trails
100 0 100 200 300 400 Feet

Tyler Valentine

From: Chris Owen <chris@friendsofpathways.org>
Sent: Monday, April 15, 2019 12:24 PM
To: Tyler Valentine; Jack Koehler; Brian Schilling
Subject: Re: Scanned from a Xerox Multifunction Printer
Attachments: Pine Glades Access-03.jpg

Hey Tyler good to meet you this morning, heres a quick recap of the work we have done just for the record. Jack and Brian I included you in case I missed anything. In 2011 FOP worked with town and Pine Glades to build the Shade Monkey Trail from one of the higher lots on Pine Glades Dr. to the USFS boundary. In 2014 FOP worked with Snow King to extend Shade Monkey to the base of the Cougar lift utilizing their old horse trails to provide an in town access point to the national forest. It was either that summer or the next that we closed the spur of the trail that accessed Pine Glades at the higher lot on Pine Glades Dr. As mentioned in the email we built a small retaining wall of rocks to support the main leg of the trail and clearly channel people onto the Snow King ski area and the lower portion of Shade Monkey. We left the old trail bench to pine glades and removed the kiosk at the higher lot. As of last summer 2018 it looked rarely used but there were some track and matted grass along the fence line of construction at that higher lot, seemingly from folks in the neighborhood walking around the construction to access the trail. We can certainly go in and put a hard closure on the trail by dropping trees, reseeding etc. FOP worked again with Pine Glades in 2017 to build the new access point just above the tunnel. The USFS wanted to adopt the user created trail to the 5th switchback on the Shade Monkey Trail so we worked with the contractor to move some of the large rock lining that northeast corner of the property to line a trail that we constructed, lined with gravel, and added one of the new trail wayfinding signs to denote an official trail.

The access point from Wister Ave. to the trail system on the national forest does look doable by traversing below Jessica Lane and tying in at the staircase at the end of the retaining wall to gain access back to the road and the access trail mentioned above on the northeast corner of the property. This would involve roughly $3000 worth of work as compared to the other alternative of trying to build a trail along the western property boundary which is steep and would require a much larger staircase construction out of railroad ties or something similar for approximately 500 vertical feet up the hillside. This would be more costly due to the railroad ties, rebar, more labor etc.

Thanks Tyler,

Chris

On Mon, Apr 15, 2019 at 10:00 AM Tyler Valentine <tvalentine@jacksonwy.gov> wrote:

> Jack,
>
> Good chatting with you earlier. I am trying to verify in writing that the portion of trail in front of the duplex at 140 Pine Glades Drive (which connected to Shade Monkey) was vacated and relocated adjacent to the upper opening of the tunnel. Attached is a correspondence between you and Brenda Wylie and Lynsey Kissel which appears to confirm the trail vacation/re-location.
>
> Also, if there are any obligations of the developer to upgrade the new trail connector, please let me know via site inspection. Also, a cost estimate would be helpful so we can have them bond for those improvements.
>
> Thanks, Tyler V.

733-0440 x1305

Sent from my iPhone

Begin forwarded message:

> **From:** <PlanningXerox@townofjackson.com>
> **Date:** April 15, 2019 at 9:52:46 AM MDT
> **To:** "Valentine, Tyler " <tvalentine@jacksonwy.gov>
> **Subject: Scanned from a Xerox Multifunction Printer**
> **Reply-To:** <PlanningXerox@townofjackson.com>
>
> Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.
>
> Sent by: Guest
> Number of Images: 3
> Attachment File Type: pdf, Multi-Page
>
> Sent from Town of Jackson Planning Department Xerox

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--
Chris Owen
Trails Program Manager
Friends of Pathways
307-733-4534


Snow
King TH
New Access Trail
Access Trail from
Wister Ave.
Old Access Trail
102
Shade Monkey


NO
Trespassing
Private Property
NO
Trespassing
Private Property


CAUTION
SPEED
LIMIT
10
NO
Trespassing
Private Property

Visual Impact Analysis

Pine Glades Development, LLC

The Pine Glades visual impact analysis has three different presentations: a comparative view of similar, neighboring properties; a comparative cross-section of foreground clearing; and a 3-D modeling of the site with proposed buildings and roadways.

Comparative View of Similar, Neighboring Properties:

Snow King Estates and Aspen Highlands, two developments built on similar slopes with similar tree density as the proposed Pine Glades development, have nominal visibility from US Highway 89 as illustrated in a picture taken from the National Wildlife Museum.

Comparative Cross-Section of Foreground Clearing:

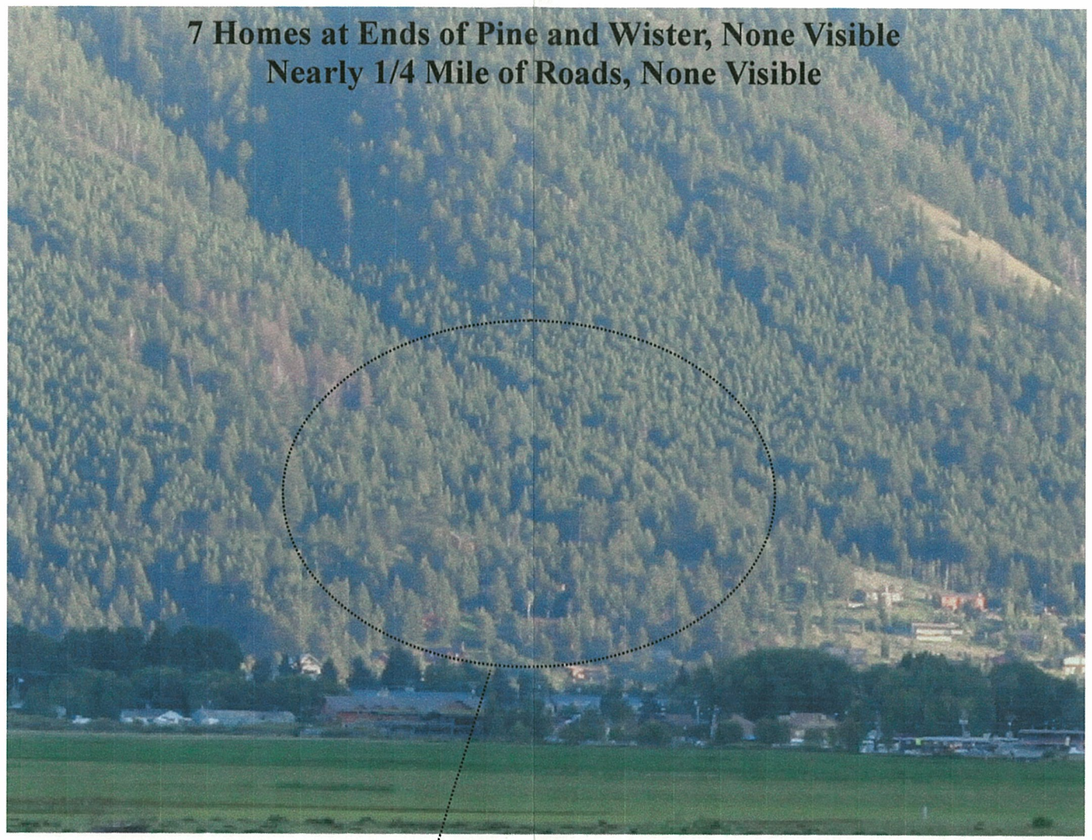
The Pine Glades design seeks to minimize visual impact by incorporating drive aisles and parking areas below the buildings, eliminating the need for individual driveways and minimizing site disturbance and lot coverage by terracing parking and living uses. To illustrate the impact minimized disturbance has on visual impact, see the cross-section of the DeFazio single family residence under construction at 695 Pine Drive vs. a cross-section of the proposed Pine Glades town homes, attached hereto. The 160 feet of foreground clearing between the DeFazio roofline and the Moeller roofline, includes: DeFazio's house, driveway and yard, Pine Drive, and Moeller's driveway, yard and house. To the contrary, the proposed Pine Glades development has a nominal foreground clearing and as a result has nominal visual impact.

3-D Modeling of Site with Proposed Buildings and Roadways:

The revised 3-D analysis provides a life like animation of the proposed Pine Glades community. To ensure accuracy, after buildings and roadways were mapped and all trees with a five inch or greater trunk diameter were surveyed, a fuel management specialist from the Teton Science School determined which trees were to be removed in order to provide appropriate defensible space, as well as locations for trees to be added to further reduce visibility of the Pine Glades development from town.

Visibility of Other Hillside Neighborhoods Surrounding Snow King from North of Town

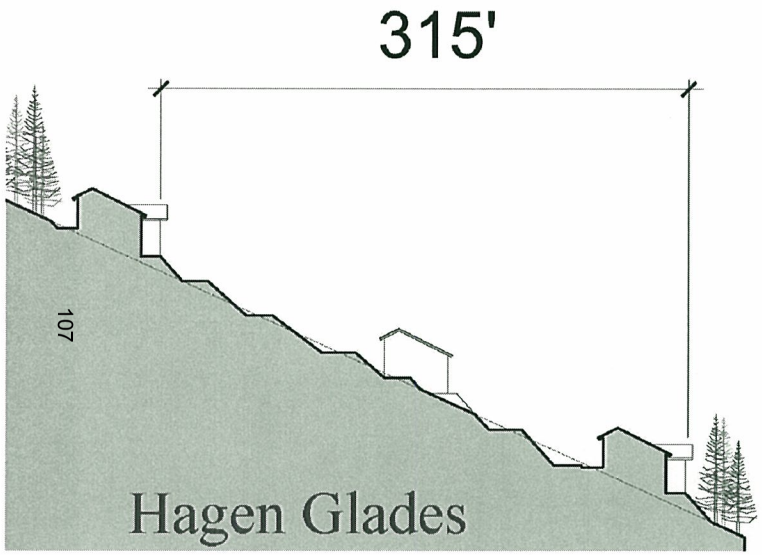


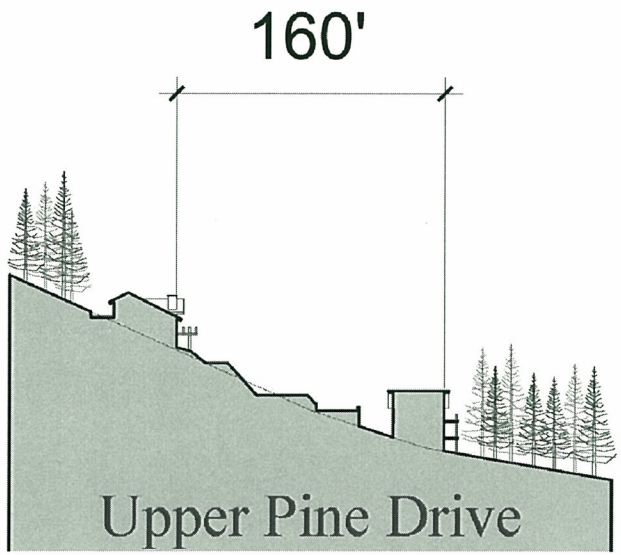


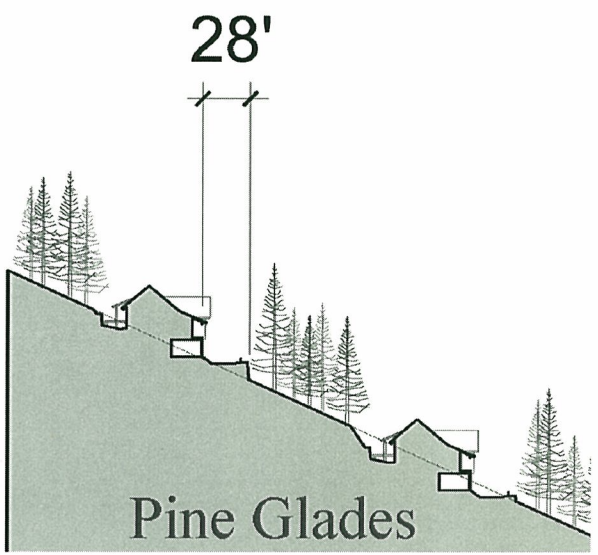


Pine Glades Development, LLC

Comparative Cross-Section of Foreground Clearing





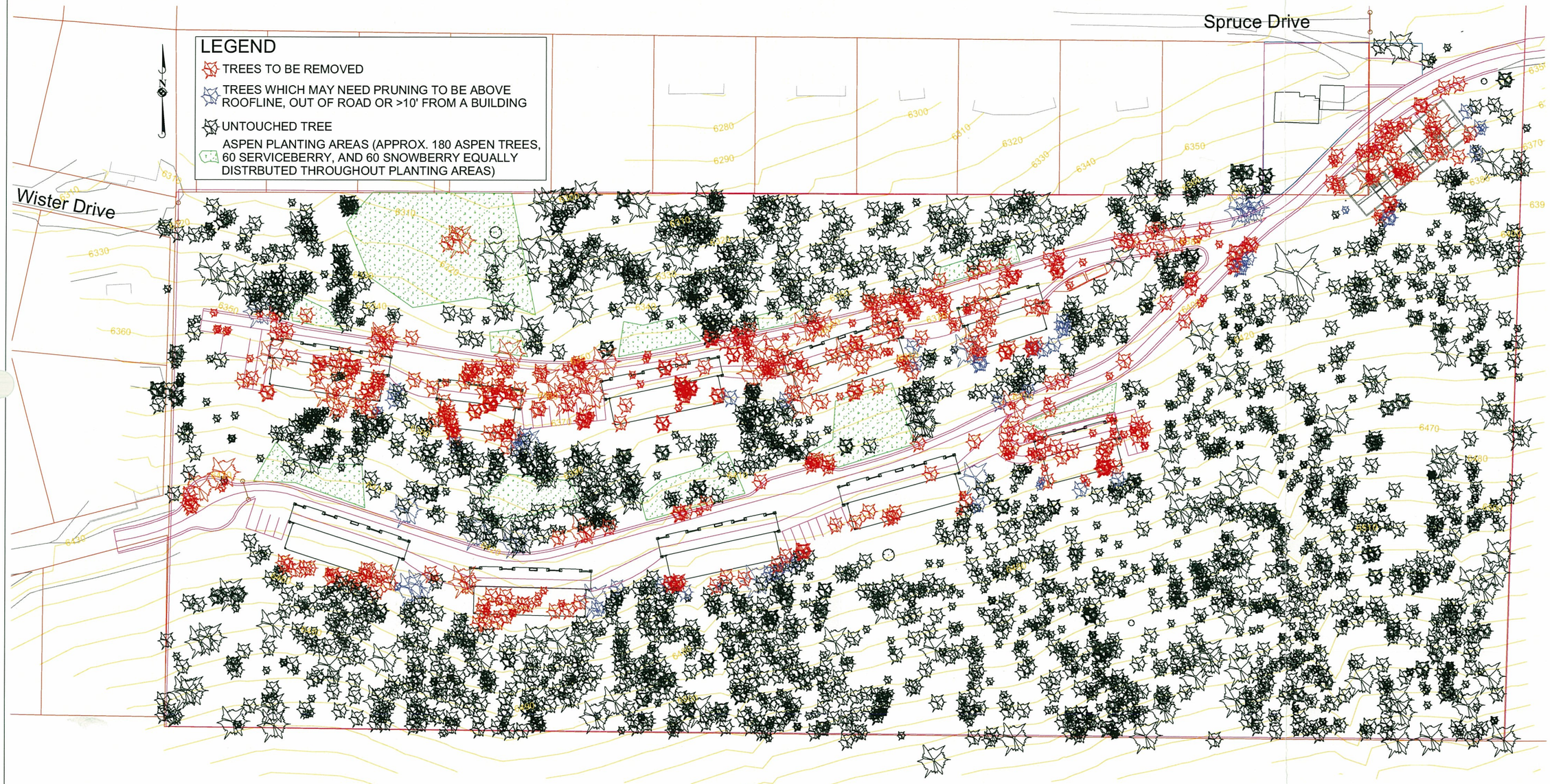


View of DeFazio and Moeller Houses
The distance between the tree lines is approximately 160 Feet.



Same picture as above only take behind the red truck
Notice the distance between the tree lines in approximately 28 feet





DAVE TAYLOR & ASSOCIATES, INC.
70 S. KING STREET, P.O. BOX 11870
JACKSON, WYOMING 83002
(307) 734-5245

PREPARED BY: DWT
DATE: 9-25-07
REV. DATE:

DRAWING TITLE:
TREE SURVEY USED FOR VISIBILITY STUDY

PROJECT TITLE:
PINE GLADES
FINAL DEVELOPMENT PLAN
PUD & CUP

PROJECT NUMBER:
05-019

DRAWING NUMBER:
S8A











Landscape Plan

Pine Glades Development, LLC

Currently the subject property is dominated by a mature Douglas Fir forest with over 3,000 trees in excess of 6" in diameter. Limited numbers of Aspen trees, serviceberry, snowberry and chokecherry occur in the canopy openings of the Fir. The duff layer, which varies in depth from 1" to 6", is covered with moss, lichen or fungi. As such the forest can be characterized as mature, homogeneous with very little sunlight penetration resulting in low plant species diversity.

The project plant unit requirement is calculated to be 42 units. Given the large number of existing trees the applicant requests that the plant unit requirement be satisfied by credit for existing vegetation. This request is supported by the table entitled "Landscape Requirements" which indicates the plant units required, and compares this requirement (utilizing Plant Unit Alternative B) to the existing vegetation, as well as the additional material proposed to address the Fuels and Vegetation Management Plan.

The applicant has completed a Fuels and Vegetation Management Plan for the project area. This plan identifies areas to be cleared of mature Doug Fir trees and replanted with Aspen overstory and Serviceberry/Snowberry understory. These areas (and the requisite plant numbers) are identified on the Landscape Plan and intended to provide fire barriers for the proposed development. Exact placement of the plant material within the designated areas will be accomplished by a representative from Teton Science School Conservation Research Center and the Teton County Fire Marshall during the construction process to insure maximum effectiveness.

As demonstrated by the visual analysis presented during the Sketch Plan hearings the applicant is sensitive to the visual impacts of the development as viewed from points in the Town of Jackson. In order to address these impacts the developer is committed to preserving as many existing trees as possible during construction and planting up to 100 additional trees for screening purposes. In order to maximize their effectiveness, these plantings will be located after building construction. Accordingly, these plantings are not indicated on the Landscape Plan.

Landscaping Requirements

Suburban Residential Zoning District

(LDR §4160)

Plant Units Required:			Plant Units per unit		Plant Units Required
Dwelling units	39 dwelling units	x	1	=	39
Parking	37 outdoor spaces	x	1/12	=	3
					42

Required vs. Proposed Plants:	Plants per Plant Unit*				Total Plants Required		Exising & Proposed Plants**	Surplus Over Req.'d
8' & Larger Evergreen Trees (Douglas Fir)	3	x	42	=	126	vs	>2,800	>2,670
3" & Larger Canopy Trees (Aspen)	2	x	42	=	84 ***	vs	240	156
#5 & Larger Container Shrubs (Service & Snowberries)	2	x	42	=	84	vs	>220	>140

---

*Using Plant Unit Alternative B by way of example to show magnitude of surplus over requirement

*Existing & Proposed Plants:	Exiting Plants Remaining After Construction	New Plantings	Total
8' & Larger Evergreen Trees	> 2,800	t.b.d.	>2,800
3" & Larger Canopy Trees	60	180	240
#5 & Larger Container Shrubs****	> 100 ****	120	>220

*** Although credit not taken here, bike racks at each building (11) reduce the required plantings by 11 canopy trees

**** There are over 100 shrubs 5-6' tall. The property is, in fact, carpeted with small shrubs probably numbering in the thousands

PINE GLADES, LLC

PINE DRIVE

WISTER AVENUE

SPRUCE DRIVE

PINE DRIVE

LOT 31

LOT 28

LOT 29 AND 30

MATCHLINE

LOT 1 LOT 2 LOT 3 LOT 4 LOT 5 LOT 6 LOT 7 LOT 8 LOT 9 LOT 10 LOT 11 LOT 12 LOT 13 LOT 15 LOT 16 LOT 17 LOT 18 LOT 19 LOT 20 LOT 21 LOT 22 LOT 23 LOT 24 LOT 25 LOT 26 LOT 27

LEGEND

- TREES TO BE REMOVED
- TREES WHICH MAY NEED PRUNING TO BE ABOVE ROOFLINE, OUT OF ROAD OR >10' FROM A BUILDING
- TREES WITH TRUNK DIAMETER GREATER THAN 15"
- UNTOUCHED TREE
- ASPEN PLANTING AREAS (APPROX. 180 ASPEN TREES, 60 SERVICEBERRY, AND 60 SNOWBERRY EQUALLY DISTRIBUTED THROUGHOUT PLANTING AREAS)

0 50 100 150 200

SCALE IN FEET

LICENSED LANDSCAPE ARCHITECT
RICHARD VANGYTENBEEK
#LA-0010C
10/9/07
STATE OF WYOMING

RENDEZVOUS ENGINEERING, P.C.
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DRAWING TITLE: PROPOSED LANDSCAPE PLAN

PROJECT TITLE: PINE GLADES FINAL DEVELOPMENT PLAN

PROJECT NUMBER: 05-019

DRAWING NUMBER: L1

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June 26, 2019

Town of Jackson
Planning & Building Department
Attn: Tyler Sinclair, Director
P.O. Box 1687
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Via Email: tsinclair@jacksonwy.gov

Town of Jackson
Lea M. Colasuonno,
Interim Town Attorney
P.O. Box 1687
Jackson, WY 83001

Via Email: lcolasuonno@jacksonwy.gov

Re: Compliance with Pine Glades Planned Unit Development; Other

Dear Mr. Sinclair and Ms. Colasuonno,

As you are aware, my office, along with Bill Collins of Collins Planning Associates, Todd Cedarholm of On Sight Land Surveyors Inc., Dave Myers of Mountain Home Building, and Carolyn Burke of Sagebrush Architect Services, are working together with Pine Canyon, LLC, the current owner of portions of Pine Glades Planned Unit Development, to complete this development in a timely manner. Specifically, approximately 1.5 years ago, Pine Canyon, LLC, purchased the remaining development rights of this development comprising of the two unit duplex currently under construction in Phase 1 and the entire Phase 2 of the development (often referred to herein as "Pine Glades").

Pine Glades was originally approved by the Town of Jackson approximately twelve years ago in 2007, when the development was owned then by Dave Taylor, who ultimately never completed the development and apparently failed to make good on many of his promises to homeowners inside Pine Glades and neighboring properties, and to the Town of Jackson itself. Pine Canyon LLC purchased the remaining development rights and has been diligently working to understand the scope of the development and quickly start to address what amounts to over ten years of deferred maintenance issues, including but not limited to completing Phase 1, while working towards starting and completing Phase 2, which requires the final step of the Town of Jackson and Pine Canyon entering into a Development Agreement.

When on behalf of Pine Canyon, its advisors reviewed the title report for the development which included all Covenants, Conditions and Restrictions ("CC&Rs"), plats, recorded easements,

WITH OFFICES IN CHEYENNE, JACKSON, EVANSTON, WY; DENVER, CO; AND PARK CITY, UT

and restrictions of title. The team also reviewed the development file with the Town of Jackson Planning and Building Department and submitted and received responses to a detailed Zoning Compliance Verification prior to purchasing the property. The town's February 17, 2017 ZCV stated that the staff was unaware of any outstanding easement requirements for the entire Pine Glades PUD and further stated that the staff was not aware of any additional outstanding conditions or requirements that would prevent the issuance of building permits on the remaining unbuilt townhomes. The title was clear and the development plan, coupled with the Town's ZCV response, was clear also regarding what was left to be completed and the outstanding obligations and requirements for the Pine Glades developer. These remaining items included the construction of the final two unit duplex in Phase 1, constructing a trails system that accesses the existing adjacent trails on Snow King and in Bridger Teton National Forest, and construction of all of Phase 2, including some of the Phase 2 infrastructure which requires the Town and the new owner enter into a Development Agreement.

As the Pine Glades team worked toward a development agreement and several modifications the new owner initially wished to make to the PUD, we learned that the Town Planning Department required an easement of non-vehicular access for the general public to travel on the two private roads within the Pine Glades PUD. We very much disagree that any such requirement was imposed on the original Pine Glades PUD or can be imposed now. In an attempt to resolve this disagreement, on March 22, 2019, Pine Canyon agent Bill Collins, provided the Town planners and then-attorney Audrey Cohen-Davis, a memo written by Todd Cedarholm that was accompanied with several exhibits that demonstrated that no such public access was ever required or recorded on the private roads in the PUD. Mr. Collins asked that in turn, the Town staff review their files and provide a response memo with supporting evidence that the staff believes supports the assertion that non-vehicular access is required as a PUD condition on the private roads.

Thus, we now are in receipt of your compliance letter dated May 28, 2019, which purports to contain all outstanding items/conditions for this development as well as all evidence you believe supports the Town's assertion that non-vehicular public access is or must be granted over the Pine Glades private roads. Thank you also again for agreeing at our meeting on June 17, 2019 to discuss the compliance letter in general terms, where you agreed to extend the unilaterally imposed initial compliance deadlines in that letter to July 1, 2019 in order to give us adequate time to review and respond to the compliance letter. As set forth in greater detail below, Pine Canyon, its consultants and its legal team, do not believe that a public easement for non-motorized access currently exists over the private roads in the Pine Glades development, nor do they believe that such non-motorized access easement was ever an approved condition of the development. However, Pine Canyon is proposing an improved trail system, attached hereto as **Exhibit 1**, (the "Current Trail Proposal") that will provide public access on the Pine Glades development's private property while maintaining the roads located within the development as private roads. To the extent necessary, this trail system will only necessitate public access onto the cul-de-sac at the western end of Pine Glades Drive for the public to access two trails that traverse uphill and downhill from that point on the road. This would be the only location where the public needs access on private roads located within the development, which we believe, will satisfy the intent of the original developer's promise to the members of the public, which is to allow the public to gain reasonable access to the

trail systems on this private development that cross and hook into trails on Snow King Mountain and in the Bridger Teton National Forest.

Of Phase 1, there are 12 market townhomes (both duplex and triplex), 2 affordable condominium units (duplex), and 7 affordable townhome units (all attached), and as previously mentioned, a duplex that remains to be completed. At this time, Phase 2 includes 13 market townhome units consisting of three triplexes and two duplexes, but none of those units have been constructed, nor has Jessica Lane, the road servicing Phase 2, been constructed. As most of Phase 1 has been developed and is occupied by homeowners, Phase 1 has been turned over to the Pine Glades Homeowner's Association, a nonprofit corporation filed with the Wyoming Secretary of State (the "HOA") comprised of owners of the Phase 1 constructed properties. The HOA controls the management and oversight of various common areas and community improvements in Phase 1, and enforces certain rules and restrictions in Phase 1 as guided by its Bylaws, the CC&Rs, as supplemented and amended, and the various plats. The HOA bears all maintenance rights, obligations and expenses across the roadways and sidewalks, as well as any other common areas. Thus, the HOA and not Pine Canyon, LLC, may be the successor to any right or ability to grant future easements over portions of Phase 1 of Pine Glade development, and Pine Canyon, LLC is still the developer of Phase 2, and has the right to complete the development which may include granting certain easements over Phase 2.

I. CURRENT STATUS: NO PUBLIC EASEMENT EXISTS FOR NON-MOTORIZED VEHICLES OVER PRIVATE ROADS IN PINE GLADES.

a. Legal Requirements to Establish an Easement

Because the creation of an easement is a transfer of an interest in real property, legal formalities are required. Generally, an easement can be created in one of two ways. First, an easement can be created by a written instrument that demonstrates the intent to convey such interest and which is signed and notarized by the party from whom the interest will pass.[1] The easement should also clearly state to whom the easement is granted and the location of the easement.[2] If an easement is created for the public, the written instrument creating the easement and recorded in the public record must have a clear indication of such intent.[3]

Second, an easement by plat can also establish the right of the public to use property, which is often referred to as a statutory dedication.[4] To establish an easement by plat to the public, the acknowledged, recorded subdivision plat must clearly establish the owner's intent to irrevocably dedicate specifically identified property to public use. Such a plat is interpreted by looking at the plain language of the plat.[5] Examples of when an easement by plat dedicates the surface of the property for public use occurs when the plat clearly indicates the public has the right to use the

1 *See* Wyo. Stat. Ann. § 34–1–106; *Whalon v. North Platte Canal & Colonization Co.,* 11 Wyo. 313 (Wyo. 1903).
2 *See* Wyo. Stat. Ann. § 34–1–141.
3 *See, e.g., Yeager v. Forbes*, 2003 WY 134, ¶ 28, 78 P.3d 241, 253 (Wyo. 2003).
4 *See Owsley v. Robinson*, 2003 WY 33, ¶ 9, 65 P.3d 374 (Wyo. 2003).
5 *See* Wyo. Stat. Ann. § 34–12–104; *Owsley*, 2003 WY 33, ¶¶ 10-12.

property for such things as cemeteries, schools, bridges, and parks.[6] If for example, the plat indicates that there is an easement for utility purposes, then that is the only intended use and does not create an easement to the general public for use of the surface.[7] Furthermore, if a plat map shows a trail or road, that alone is insufficient to establish a public easement over the trail or road unless there is a clear indication on the plat or a subsequent document that the trail or road is for the general public to use.[8]

In this instance, there are two main items being discussed, public easements (non-motorized) across (1) paved sidewalks/roadways and (2) dirt trails. Currently, there are no trails established on the plat itself; the trails in current existence and those yet to be established reside on the edges of the Pine Glades subdivision, and have been illustrated on a trail map, but no written and recorded easements yet exist for the trails to the public at this time; those easement must still be granted as well, and Pine Canyon agrees that these trails and easements are a part of the requirements to the approved Pine Glades PUD. As discussed in greater detail below, there are no written and recorded easements to the public for access across the roadways either, but these easements are not a requirement of the Pine Glades PUD.

b. <u>An Easement to the Public Over Private Roadways Does Not Currently Exist.</u>

There is no disagreement that the roads within Pine Glades are private roads (the "private roads") and there is no intent to dedicate them as public roads. In general, these roads are steep, cross through a tight, blind tunnel, and run under living spaces and in front of entry doors and garages for the units; in short they are not conducive to public motor access. Further, there is no outlet at the end of the subdivision roads; everyone has to enter and leave through the same entrance, which includes the tunnel. This leaves the limited issue of whether an easement over the private roads for non-motorized access has been granted to the public. Based on our extensive review of the documents, including the exhibits attached to your May 28, 2019 letter, no easement currently exists to the public over the Pine Glades' private roads.

An access easement and a right-of-way are not one in the same. An access easement is generally granted to a specific entity for a specific purpose such as utility work/maintenance, emergency vehicle access, etc. A right-of-way is granted for travel purposes. An access easement to a municipality does not automatically grant unfettered access to the public for vehicle, pedestrian, bicycle, equestrian across the property. The Pine Glades subdivision plat grants easements to the Town of Jackson in two instances. In one instance in the certificate of owner, the Town of Jackson is granted an access easement across the entire GCE Roadway. In this note the public is never mentioned and the intent was NOT to grant general access to the public but rather to grant access to the Town of Jackson for the limited purpose of performing municipal duties such as inspections, code enforcement, water meter readings, etc. A second access easement is more specific and grants access for certain utility work and emergency access. Both of these easements mirror almost exactly the review comments made by then Town Engineer Shawn O'Malley when he reviewed the subdivision plat prior to its approval and recording. The law is very clear that an

6 *See id.* ¶ 11.
7 *See id.*
8 *See Beach v. Turim*, 287 Va. 223, 229, 754 S.E.2d 295, 298 (2014).

access easement cannot be inferred, it must be expressly granted, particularly an access easement to the public. Neither of these two easements to the Town grant access to the general public.

i. Specific Example of Public Access Easement In the Town of Jackson

In the Town of Jackson, there is a specific example readily available where the Town required a public access easement to be granted on private roads. Specifically, in the Daisy Bush subdivision the plat clearly provides that the roads within this subdivision, Dylan Drive and Wheatleigh Way, are private roads, and that the lot owners within the subdivision bear all costs of maintenance and ownership of the roads. The current and previous plats, also however, expressly grants public access on the private roads as evidenced below:

The Daisy Bush plat 1296, Certificate of Owner – "the access and utility easement connecting Dylan Drive and Wheatleigh Way was dedicated on said Plat No. 1244 as a public right-of-way for uninhabited non-motorized access and for emergency vehicles only, and that dedication is hereby affirmed."

The Daisy Bush plat 1296, map on sheet 2 also contains the following notes attached to Dylan Drive and to Wheatleigh Way: "Town of Jackson Utility and Public Access Easement for Non-motorized and Emergency Vehicles Only."

Further the Daisy Bush plat 1244, Certificate of Owner – "that those roadway and utility easements shown hereon as Dylan Drive and Wheatleigh Way are hereby dedicated as Private roadway and utility easement for the use of the owners of the lots within this subdivision, their heirs successors, and assigns, and shall be the perpetual maintenance responsibility of the owners of lots within this subdivision. Said easements are further dedicated as public right-of-way for uninhibited (sic) non-motorized access."

Daisy Bush plat 1244, map on sheet 2 also contains the following notes attached to Dylan Drive and Wheatleigh Way: "Driveway, Utility and Public Access Easement."

This subdivision located in the Town of Jackson is a good example of where there was obviously a clear requirement and condition of the development permit process to provide to the public non-motorized access across certain roadways and then the clear language in the plat that created such easements in favor of the public. No such easement language currently exists for Pine Glades, nor was it ever a condition or requirement of the development permit that such easement language should exist.

II. SPECIFIC RESPONSES TO EXHIBITS ATTACHED TO MAY 29, 2019 LETTER

According to Mr. Sinclair's representations in our meeting on June 17, 2019, the May 28, 2019 letter contains the complete public record, including specific Exhibits, in support of the Town's position that an access easement is to be granted to the public over private roads for non-motorized uses. From our review of the public record as demonstrated by the Exhibits, these items fall short of fulfilling the necessary requirements to establish a public easement over the private

sidewalks and roadways located in the Pine Glades development. We will address each exhibit in more detail below.

Exhibit A

The July 17, 2007 letter, attached as Exhibit A to the May 28, 2019 letter, is simply a public comment from a non-governmental organization expressing an opinion about a development application that was being reviewed by the Town Council; the letter did not establish a condition or easement on said application. This letter is not acknowledged or signed by the developer and has no binding effect on the developer (or successors to the developer). It simply provides Tim Young's public comment after his review of the proposed trails. The Town's May 28, 2019 letter mischaracterizes Mr. Young's letter and inserts meaning that is not evident in the plain meaning of the words in his July 17, 2007 letter. Mr. Young makes a salient statement in his July 17, 2007 letter that it is very helpful to see a public easement on all sidewalks and roads, but the Town of Jackson never acted on this suggestion as a condition to the PUD, and no such easement existed then and does not exist today.

Exhibit B

Similarly, the transcript of the January 7, 2008 Town Council meeting on the Pine Glades PUD sketch plan, attached as Exhibit B to the May 28, 2019 letter, containing Pine Glades developer Dave Taylor's statements made during such meeting do not meet the legal requirements of creating a condition or an easement. While the developer provided oral responses to questions, those responses again were never acted upon by the Town of Jackson. The oral statements needed to be properly memorialized to create the legal obligation the Town Planning Department now desires. It is also important to note that Dave Taylor's comments were made during a preliminary meeting in which the Pine Glades PUD sketch plan was reviewed by the Town Council and not during a meeting in which final approval was decided. The sketch plan staff report treats Pine Glades first as a sketch plan for a 39 unit PUD, and then at a later time, a Final Development Plan for a 39-unit PUD was submitted, reviewed and approved by the Town Council. There was no separate PUD approval that was granted concurrently with the sketch plan approval that can be characterized as a final decision. While the Town now relies heavily on Dave Taylor's comments in the preliminary sketch plan meeting, during the review and ultimate approval of the subsequently submitted Final Development Plan, there was absolutely no mention of Mr. Taylor's earlier comments, or the reliance on such comments, in the several pages of staff review comments, the staff report for the Final Development Plan, the Town Council's Findings of Approval, the motion of approval, the conditions of approval, or in the minutes of the Council's meeting in which approval was granted to the Pine Glades Final Development Plan PUD. In good faith, Pine Canyon relied on the written development record and did not have knowledge of the transcript that was included in your letter, but even so, such comments are not the same as an easement or a condition to grant an easement to the public. Furthermore, the transcript containing Mr. Taylor's comments was created only two months ago in April, 2019, after town staff located the tape of the 2008 meeting and had a portion of the recording transcribed to include in your May 28, 2019 letter.

Exhibits C, D

Exhibits C and D relate to the **trail system** and pedestrian easements that were proposed as part of the Pine Glades development; however they do not describe any easement or rights of public access on the sidewalks and private roads in the development. Rather these Exhibits detail a public trail system to access Snow King and the USFS lands. The current developer of the Pine Glades Phase 2 will complete the trail system that fulfills all obligations imposed on Pine Glades to build such a system, and these trails will be surveyed and specifically described and easements will be recorded that expressly allow to public to enjoy them in perpetuity. However, granting public access to a surveyed and specifically defined trail does not automatically or also grant public access to the private roads in the Pine Glades development.

The Final Development Plan Trail Map, attached as Exhibit D to your May 28, 2019 letter, actually provides clear evidence that a public easement was not granted over the private roads. Based on the map legend, the public ski/hiking access is delineated on the map and verbally described as being on "soft surface" trails. These trails are not shown on the private roads. The two trails passing near the S – 1 building and the affordable housing units, and appearing to connect to the private Pine Glades Drive were deleted by the Minor Deviation that Mr. Sinclair approved in 2014 (Exhibit H). The planning staff has asserted in the past that public access on the private roads is necessary to access the trails that were required per this Trail Map. However, the Current Trail Proposal will not require public access on the private roads to access the trails, except for a limited access on the western cul-de-sac described above.

The sidewalk shown on the map matches the Project Summary in Exhibit C that says pedestrian access will be provided to and from each unit within the development, however there is no allowance granted to the general public for use of the sidewalk. This sidewalk is in neither the General nor Limited Common Elements of the subdivision, but rather it passes through private townhouse lots and is subjected to a 3-dimensional access easement to other homeowners. This easement expressly prescribes the beneficiaries who enjoy the easement and the general public is not included in this specific list.

Pine Canyon has developed a plan to provide public access easements through trails, but not public easements over the private roads, *see* **Exhibit 1**. The Current Trail Proposal includes a trail system shown on the enclosed map, except for the two trails that were deleted by the Minor Deviation, with the following revisions: 1) reinstate the western trail that traverses uphill from the Pine Glades Drive cul-de-sac that was deleted by a Minor Deviation Mr. Sinclair approved in 2011; 2) construct a newly proposed trail that traverses downhill from the same cul-de-sac and connects to a trail that traverses the lower hillside; and, 3) extend to the existing Snow King trail network the lower trial that will traverse the lower hillside below future phase 2. This extension of the lower trail replaces any trail that was moved from the S – 1 vicinity to the upper end of the tunnel.

Exhibit E

The Subdivision Improvement Agreement dated December 31, 2010 ("SIA"), attached as Exhibit E to the May 28, 2019 letter, also does not support the assertion that an easement exists in

favor of the public over the private roads and in fact it provides clear evidence that contradicts such an assertion. The SIA contains both direct and indirect references to the Trail Map that is discussed above. The Attachment A to the SIA includes a line item for bonding 4,200 lineal feet of trail, a length that approximates the amount of on-site trails in the Current Trail Proposal. The staff's own characterization of this exhibit correctly contains no reference to public access on the private roads.

Exhibit F

The 2011 Minor Deviation, attached as Exhibit F to the May 28, 2019 letter, does not support any assertion that an easement exists over the private roads in Pine Glades. This Minor Deviation that Mr. Sinclair approved (which was later superseded by a subsequent 2014 Minor Deviation) is not relevant to the Town's current assertion. Furthermore, Shawn Hill's staff review comments that are attached to this Exhibit do not contradict the Current Trail Proposal. To the extent that one attempts to advocate that there is a contradiction between Pine Canyon's proposal and Mr. Hill's comments, it is important to note that a staff review of a proposal cannot create new requirements that were not previously established by the conditions of an approval or in adopted regulations

Exhibit G

The recorded Pine Glades Subdivision Plat, attached as Exhibit G to the May 28, 2019 letter, includes the easements that were granted to the Town of Jackson and are discussed above. In a letter dated March 22, 2019, from Todd Cedarholm, PLS, to the Town of Jackson, attached hereto as **Exhibit 2**, Mr. Cedarholm specifically addresses all of the easement language used. None of the language in the Plat provides a clear intent to grant the public non-motorized access over the private roads.

In both the Certificate of Owner and delineated on the map, the private roads are established as "Private Roads" with no exception, caveat or qualification that deviates from the plain and common meaning of this term. Furthermore, the Plat establishes the boundaries of the private townhouse lots that are traversed by the sidewalk mentioned above, and further creates the 3-dimensional access easement also discussed above. Each townhouse lot owner must grant an easement to the general public before the public can travel on the sidewalk that passes through these lots.

The Town in its May 28, 2019 letter asserts that the general public has access to the private roads as a result of an easement granted to the Town of Jackson over the General Common Element roads. This easement was granted to the municipal corporation known as the Town of Jackson to permit town officials to perform their normal and regular municipal duties, such as inspections, enforcement, water meter reading, etc. It does not grant an easement to the general public. Furthermore, the sidewalk on which the public would travel is within the boundaries of private townhouse lots and not in the private roads or common elements.

The Plat was reviewed by the staff in several departments of the Town of Jackson prior to

it being approved and recorded in January of 2010, and detailed review comments were made by all departments. On April 15, 2009, the Town's engineer, Shawn O'Malley reviewed the Plat and made the following comments: (1) "[p]rior to approval, the plat documentation shall be revised to grant the Town an access easement over the entirety of all roadway and parking areas." (2) "[p]rior to approval, the easement documentation on the plat shall be revised such that the Town of Jackson is provided a minimum of a 40-foot wide access and maintenance over all locations of water mains, sewer mains, fire hydrant laterals, and fire hydrants." Following such comments, language similar to Mr. O'Malley's review comments were added to the Subdivision Plat.

Also, at the time of approving the Pine Glades Plat, the Town's legal department made many highly detailed comments about required and necessary easements that should be established on the subdivision Plat. Despite this extensive legal review, there is no mention of public access or public easements over the private roads. The Planning Department also reviewed the proposed Plat and also made no mention of public access on the Pine Glades private roads. While the Town may now wish that such access exists, or a condition to grant such access exists, the numerous review comments make it clear that a public easement over the private roads was not a condition or a matter that the Town required prior to the approval and recordation of the Plat.

Exhibit H

Mr. Sinclair's second approved Minor Deviation, attached as Exhibit H to your May 28, 2019 letter, does not support an assertion that an easement exists over the private roads and in fact it provides clear and significant evidence that contradicts such an assertion. This approved Minor Deviation and the accompanying emails and trail map, clearly demonstrate that the trails shown on the Trail Map that pass near the S – 1 building and the affordable housing units were deleted. Access on the private roads to allow the general public to access these two trailheads, which has been asserted by the planning staff, can no longer be argued. Any trail that was relocated to the vicinity of the upper end of the tunnel will be replaced by the lower trail from Wister Drive as shown in the Current Trail Proposal. Access on the private roads to access the trails will no longer be necessary as the lower trail will provide connection to the Snow King Trail network

III. Other Issues To Consider About Granting to the Public an Easement Over Private Roads

In addition, please consider additional recorded documents that we have reviewed, which also do not grant a public easement over the private roads in the Pine Glades subdivision.

The Town granted Pine Glades a Tunnel Easement across Town of Jackson property for a private roadway, Book 705, Pages 1188 1(a) "The Tunnel Easement is hereby granted for all purposes necessary or incidental to Grantees operation, maintenance, use, modification, repair and replacement of an underground tunnel and related roadway facilities as a PRIVATE ROADWAY…". Also, paragraph 4. "PRIVATE ROADWAY. The tunnel Facilities shall be remain a PRIVATE ROADWAY.

Pine Glades did grant a Right-of-Way, Utility and Snow Storage Easement Agreement, recorded in Book 750, Pages 275 for a "…roadway, turnaround and the right to lay out, install, operate, and maintain public utilities and appurtenances thereto within the easement…" also, "Grantee shall have the right to use that property described as "Easement 1" …for those purposes described above …and shall have NO RIGHT TO USE EASEMENT 1 FOR ANY OTHER USE." The caps are added for emphasis, but these additional documents are also clear that the roads in Pine Glades are private roads with no public non-motorized access easement.

a. No Easement Can Now Be Granted or Required of Developer for Phase 1.

Because no public easement was given by the original developer before the majority of the lots in Phase 1 were sold and the private roads and common areas were conveyed to the HOA, the current developer and any subsequent developers do not own the private road already constructed. Thus, Pine Canyon has no power to act by itself or on behalf of the HOA or owners or to grant a public easement across the common elements of the HOA.

Further, similar to Pine Canyon, the current owners purchased their property subject only to the recorded easements and dedications. To require Pine Canyon to grant a public easement puts the developer in a situation where the developer is unable to fulfill such a condition. The HOA and/or individual owners would have to grant such easements.

Additionally, the way Phase 1 was planned and constructed creates significant safety risks for the public and liabilities for the HOA. As you are aware, because of the drop off on the right side of the road as you drive up to Phase 1, there is no sidewalk on the right side of the road. The other side of the road was built right in front of the garages and front doors and under the cantilevered living spaces. Because it is common for owners to park their vehicles in front of their entry doors and garages, it essentially creates a one-lane road that is similar to driving through a parking garage. To add public access (bikes, skateboards, strollers, etc.) through this area creates a significant public safety concern for everyone involved. If the Town has a legitimate public purpose that would necessitate such access, please promptly provide it. Otherwise, Pine Canyon believes that the new proposed trails will solve access issues to the trails, thereby honoring the intent of the original developer, without placing the public in danger, or raising liability issues for the HOA.

Also, discussed previously, the current sidewalks are located on the private townhouse lots and not on the private roads (adjacent to the roadways) or in the Common Elements. Thus, it is likely that if the Town is going to require a public easement on the sidewalks, negotiation and conveyance by each individual lot owner would be necessary, something that might be impossible given how many owners there are with opposing opinions toward such a request.

In addition to the procedural difficulties of gaining public access easements from numerous owners of individual lots and the HOA, new conditions and requirements cannot now be retroactively imposed on a previously approved development. Vested rights have long ago accrued to the Pine Glades PUD that allow the current developer to proceed with completing the development. The Town Planning Department's February 17, 2017 ZCV clearly supports this

statement.

Finally, the Town of Jackson has also already approved the PUD Final Development Plan for Phase II. All that is left to complete prior to construction is a development and bonding agreement. This agreement is not a new development proposal that is subjected to new and additional conditions or requirements, but rather it simply memorializes the developer's financial obligations from the previous approval. To attempt to change the conditions or rescind the permit would place significant burdens on Pine Canyon, would not be in compliance with land use rules, and which do not appear to further a legitimate public purpose, especially if the Current Trail Proposal system is approved.

IV. SPECIFIC COMPLIANCE ISSUES

Although it came as a surprise to everyone working with Pine Canyon, the May 28, 2019 letter raises several compliance issues, which Pine Canyon responds to as follows:

a. Trail Connectivity

Exhibits I and J

Pine Canyon agrees that Phase 1 is compliant and at the conclusion of the development of Phase 2 that it also will be in compliance. The Current Trail Proposal will fulfill the trail requirements for the entire Pine Glades PUD.

b. Signage

The Town has objected to the current signs that state "No Trespassing," and requires that they be removed by July 1, 2019. As discussed above, there is no public easement over the private roads. Thus, a member of the public using such private roads is trespassing. The sign puts the public on notice that they are on private land and such notice reduces the liability for the HOA.[9]

While the Town now takes issue with the "No Trespassing" signs, there are similar signs in other developments throughout the Town. For example:

The Eastridge Addition plat 730, Certificate of Owners clearly states that Henley Road is private and there are currently two no trespassing signs at the beginning of the subdivision road. *See* **Exhibit 3**.

The Flat Iron subdivision plat 906 contains a private road within common lot 16 and a no trespassing sign currently stands at the beginning of the subdivision road. *See* **Exhibit 4**.

9 *See Concho Const. Co. v. Oklahoma Nat. Gas Co.*, 201 F.2d 673, 674 (10th Cir. 1953) (citing Restatement of Torts § 367 & cmt. a.); *Missouri-Kansas-Texas R. Co. v. Mathis*, 349 F.2d 897, 900 (10th Cir. 1965)(holding that lesser duties owed to a trespasser does not exist when an owner negligently or intentionally leads the public to believe that private land is part of a public right-of-way).

The Love Ridge Lodge Homes plat 1184 contains private roads and there currently are several signs throughout the development that say private property, no parking. *See* **Exhibit 5**.

T – Map 28K depicts a private road that crosses Flat Creek and traverses up Saddle Butte. A prominently located sign stands at the bridge before Saddle Butte Road that says no trespassing, private. *See* **Exhibit 6**.

If in fact there is no public access easement, then no trespassing is fundamentally a correct and permissible statement to make, although maybe not very pleasing to view. Further, the HOA is technically the correct party to change the signs, and some homeowners have said that negative interactions with the public have lessened due to the signs (such as dogs barking at homeowners, or being off leash and charging homeowners, or skateboarders almost impacting cars coming up the tunnel, or sightseers parking in the roadway). However, Pine Canyon and the HOA may be able to work on the language of the signs to make them more palatable but it cannot include notice to public access that does not exist. (New signs will direct the public to the trails.) While the language can be changed to give notice that it is a private road, no thru access, etc., the HOA needs to reduce its liability per its insurance carrier as much as possible by following its duty to informing members of the public that they are on private property. Pine Canyon proposes changing the sign language to state: "private tunnel", "private road" and "no thru access", or similarly worded signs, and if no objection is made from the Town planning staff, will have new signs made and ideally posted by August 15, 2019.

c. Public Access-Boulders

As discussed above, there is no public easement over the Pine Glades private roads. Thus, the boulders are further notice to the public that they are entering private property and accessing private roads. Because there is no public easement, blocking the public from entering is not only allowed but prudent to assert the private nature of the property the public is attempting to access. However, many of the boulders will be removed when the break-away gate is installed.

d. Break-Away Gate

The break-away gate has been ordered and will be installed in the near future. Future use, as was past use, will be in compliance, and the Town has not alleged otherwise.

e. Topping of Trees

Pine Canyon will perform any reasonable mitigation that will be required by the Town code enforcement officer for this item. However, it is position of Pine Canyon that some of the trees reviewed may have been topped by the former developer. Pine Canyon hired a professional landscaper to clean up deadfall and dead trees (thereby reducing fire fuel), and no live trees were removed or intentionally topped; and over thirty (30) 8'-18' spruce and fir trees have been added into the development so far in an effort to improve the feel of the development and add screening, new growth and mitigate dead, unmanaged prior plantings.

f. Roadway Heating Elements

The original developer proposed two heating elements in the private roads. One heating element was installed in the existing Pine Glades Drive as part of Phase 1 and a second element is proposed for the future Jessica Lane in Phase 2. Pine Canyon disclosed to the Town that the existing heating element is no longer working and the HOA is satisfied paying the plowing and sanding contractor who has provided winter maintenance for the past few winters. The road has been safe and well maintained for a fraction of the energy consumption in the early years (Snow King Resort snow making activated the heating element on a frequent and unnecessary schedule). The HOA wishes to avoid repairing the existing heating element and to not install the second heating element in the phase 2 road.

In an early discussions about this development, Town Planner Tyler Valentine concluded that the heating elements were voluntarily proposed by the Pine Glades developer and not required by the Town approval. In a later pre-application conference attended by Town engineering, planning, fire, police, and legal departments, no one was able conclude if the heating elements were required or voluntarily proposed by the developer. Also, everyone in this pre-application conference was supportive of removing the future element from the Phase 2 road and not repairing the existing malfunctioning element. Only after this latest disagreement on public access arose, has the heating element become a compliance issue. Further, Phase 2 has limited grade changes, so no need for heating of the roadway as snowplowing is also effective here.

The Town has an extensive history of reducing energy consumption and promoting energy conservation. Road heating elements are a direct conflict with these recent and on-going efforts. Furthermore, neighboring town streets are plowed and sanded during winter with no significant difficulties, and these roads are at the same elevation and sun exposure at the private roads in Pine Glades. But a few examples of roads with steep elevations which are not heated are Spring Creek Drive, Pine Glades Drive, Snow King Drive to Love Ridge, and of course, Teton Pass itself. We would ask that this compliance issue be removed along with the requirement for having a heating element in Phase 2. The Phase 2 hearing element will be addressed in the Development Agreement; we would like to reach an agreement on the Phase 1 heating element in light of the non-compliance letter, as we do not want to continue to have it as a working element for the reasons set forth herein.

g. Landscape Plan

Pine Canyon will fully comply with, and probably exceed the landscaping requirements.

h. Sidewalks

To date, Pine Canyon has fully complied with the sidewalk requirement and will comply in the future as well. Regarding the issue of granting a non-motorized access easement to the public across sidewalks, the sidewalks, including a three dimensional access easement over them are within Lots 1 through 12 in phase 1, and will be within future town house lots in phase 2

when existing Lots A through E are developed and further subdivided.

CONCLUSION:

The current developer, Pine Canyon, would like to proceed to complete Phase 1, without any additional changes except for the avalanche mitigation, which was erroneously planned by the original developer and could have killed someone, and to get approval of exterior finishes which have been changed for the final two unit duplex in Phase 1. Then, Pine Canyon wants to move forward immediately to complete the Development Agreement which will include the enhanced Current Trail Proposal, to be installed as significant increased costs to Pine Canyon, and all of the trails will have easements granted to the public for its use. If it makes sense to have another conversation with Planning Staff and the Planning Director, we are happy to do so, as it is important to Pine Canyon that it have the support of staff and the Planning Director to complete the project. We look forward to a final determination from Planning Department regarding the public access non-motorized issue and various compliance issues.

Very truly yours,

LONG REIMER WINEGAR BEPPLER LLP

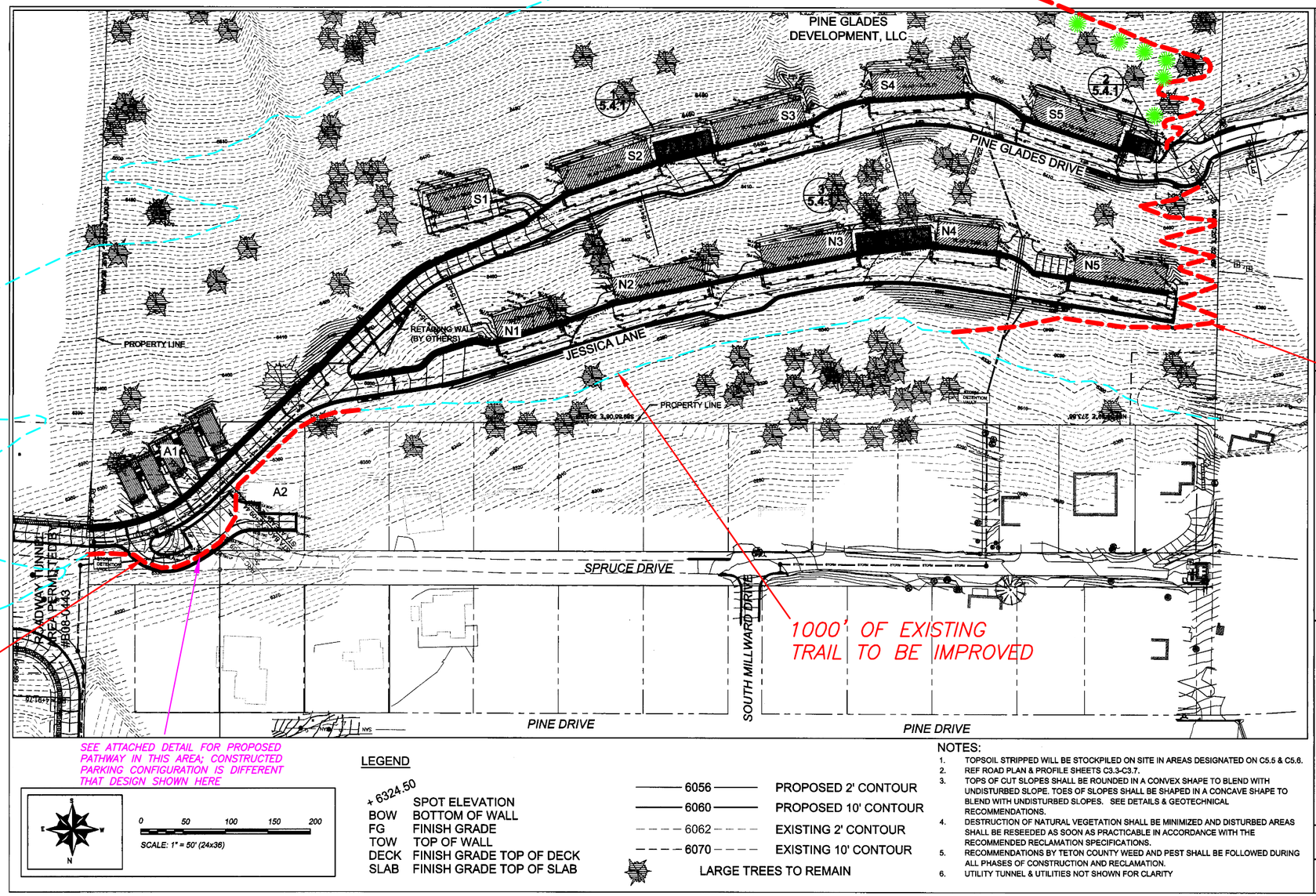
BY: ERIKA M. NASH

Cc: Tyler Valentine, Senior Planner, (via email only: tvalentine@jacksonwy.gov)
Todd Cedarholm, Principal, On Sight Land Surveyors, Inc. (via email only: todd@onsightsurvey.com)
William Collins, Principal, Collins Planning Associates (via email only: collinsplanning@bresnan.net)

1000' OF EXISTING TRAIL

800' OF NEW TRAIL
85' OF VERTICAL RISE

1200' OF EXISTING TRAIL ON SNOW KING PROPERTY



800' OF NEW TRAIL
105' OF VERTICAL RISE

1000' OF EXISTING TRAIL TO BE IMPROVED

400' OF NEW TRAIL

LEGEND

+ 6324.50	SPOT ELEVATION
BOW	BOTTOM OF WALL
FG	FINISH GRADE
TOW	TOP OF WALL
DECK	FINISH GRADE TOP OF DECK
SLAB	FINISH GRADE TOP OF SLAB

6056	PROPOSED 2' CONTOUR
6060	PROPOSED 10' CONTOUR
6062	EXISTING 2' CONTOUR
6070	EXISTING 10' CONTOUR
	LARGE TREES TO REMAIN

NOTES:

1. TOPSOIL STRIPPED WILL BE STOCKPILED ON SITE IN AREAS DESIGNATED ON C5.5 & C5.6.
2. REF ROAD PLAN & PROFILE SHEETS C3.3-C3.7.
3. TOPS OF CUT SLOPES SHALL BE ROUNDED IN A CONVEX SHAPE TO BLEND WITH UNDISTURBED SLOPE. TOES OF SLOPES SHALL BE SHAPED IN A CONCAVE SHAPE TO BLEND WITH UNDISTURBED SLOPES. SEE DETAILS & GEOTECHNICAL RECOMMENDATIONS.
4. DESTRUCTION OF NATURAL VEGETATION SHALL BE MINIMIZED AND DISTURBED AREAS SHALL BE RESEEDED AS SOON AS PRACTICABLE IN ACCORDANCE WITH THE RECOMMENDED RECLAMATION SPECIFICATIONS.
5. RECOMMENDATIONS BY TETON COUNTY WEED AND PEST SHALL BE FOLLOWED DURING ALL PHASES OF CONSTRUCTION AND RECLAMATION.
6. UTILITY TUNNEL & UTILITIES NOT SHOWN FOR CLARITY

Prepared By: TW
Date: 6/12/08, 07/15/08
Rev. Date: 08/19/08

RENDEZVOUS ENGINEERING, P.C.
P.O. BOX 4658 JACKSON, WYOMING 83001
240 S. MILLWARD, SUITE 205
PHONE - 307.733.8250 FAX - 307.733.2254

DRAWING TITLE: OVERALL SITE GRADING PLAN

PROJECT TITLE: PINE GLADES DEVELOPMENT, LLC GRADING & EROSION CONTROL PERMIT

PROJECT NUMBER: 05-019

DRAWING NUMBER: C5.1

TOTAL TRAIL DISTANCES:

2000'+/- OF NEW TRAIL
3200'+/- OF EXISTING TRAIL
5200'+/- TOTAL TRAIL



GRAPHIC SCALE

0 FT 100 FT 200 FT

1 INCH = 100 FEET

DETAIL EXHIBIT
SHOWING
PROPOSED TRAIL
PREPARED FOR
PINE CANYON, LLC

On Sight
LAND SURVEYORS, INC.
155 West Gill Ave.
P.O. Box 12290
Jackson, WY 83002
(307) 734-6131

Project No. 22-1285A 22-1285A_Trail.dwg 04/11/2019

Tyler Valentine, Senior Planner
Town of Jackson Planning and Building Department
150 E Pearl Ave
PO Box 1687
Jackson, WY 83001

March 22, 2019

RE: Pine Glades Easements, Pathways, and Public Access Issues

Tyler,

As a follow up to our conversations regarding pathways and access to the streets and pathways within the Pine Glades development, I believe a more thorough review of the record is necessary for a clearer understanding of the issues. I believe that the original intent of the development was for the roads to remain private and that public access would be limited to the required public pathway elements. Summarized below are the important access issues and references to the pertinent documents.

1. Pine Glades Drive and Jessica Lane are clearly labeled as **PRIVATE ROADS** within the certificate of owner on plat sheet 2 (Appx 1) **AND** within the general notes on plat sheet 3 (Appx 2).
2. The Certificate of Owner on Plat 1285, Sheet 2, paragraph 24 states, **"that the Town of Jackson is hereby granted an access easement across the entire GCE-Roadway"**, (Appx 3) The purpose of the easement is to grant legal access to Town staff, agents, and appointees for the purposes of utility/infrastructure service or maintenance, emergency services, etc. This easement does not create access for the Public.
3. The Certificate of Owner on Plat 1285, Sheet 2, paragraph 27 states,**"that, pursuant to a condition required by the town of Jackson of the approved Final Development Plan, the undersigned hereby reserves unto itself, its heirs, successors and assigns, the right to grant to the public a pedestrian easement to be located within Lot H"** (Appx 3) Clearly it is the intent of the owner to create public access to the property on a trail network and limit public access to that network only. An access easement and a right-of-way are not one in the same. An access easement is generally granted to a specific entity for a specific purpose such as utility work/maintenance, emergency vehicle access, etc. A right-of-way is granted for travel purposes. An access easement granted to a municipality does not grant unfettered access to the public for vehicle, pedestrian, bicycle, equestrian across a property.
4. The Declaration of Covenants, Conditions and Restrictions for Pine Glades Townhome Phase One Addition to the Town Of Jackson, reviewed and approved by Town Staff and recorded concurrently with the plat, speak very clearly to the issue of private roads and public access (Appx 4). **Section 10.2 Easements for Utilities and Infrastructure** describes the easements granted to the Town for utility work, etc. **Section 10.5 Easement for Emergency Vehicles** describes access for Emergency Vehicles. **Section 10.8 "Title to Roadways; Use of Roadways; Roadways are Private,** clearly states that the roads are considered private.

5. The Town granted Pine Glades a Tunnel Easement across TOJ property for a private roadway, 705p1188 pp.(Appx5) 1(a) "**The Tunnel Easement is hereby granted for all purposes necessary or incidental to Grantees operation, maintenance, use, modification, repair and replacement of an underground tunnel and related roadway facilities as a PRIVATE ROADWAY…"**. Also, paragraph 4. "**PRIVATE ROADWAY. The tunnel Facilities shall be remain a PRIVATE ROADWAY.**
6. Pine Glades granted a Right-of-way, Utility and Snow Storage Easement Agreement, 750p275 (Appx 6) for a **…"public roadway, turnaround and the right to lay out, install, operate, and maintain public utilities and appurtenances thereto within the easement…"** also, **" Grantee shall have the right to use that property described as "Easement 1" …for those purposes described above.. and shall have NO RIGHT TO USE EASEMENT 1 FOR ANY OTHER USE."**
7. The **Subdivision Improvement Agreement,** 750p263**,(Appx 7)** as executed, does not include requirements for public access other than via the **Public Pathways** requirement. **"6. PUBLIC PATHWAYS. The Public Pathways delineated as 'public ski/hike trails' on the site plan of the final Development Plan approved by the Council, requires that the developer complete the installation of the Public Pathways as part of the overall improvements described in Attachment "A"…"** The Public Pathway requirement only creates a public right-of-way along the pathways, not the roadways.

I believe that a complete review of the record documents clearly shows that the Public Access considered and approved is limited to the Public Pathway system.

Please feel free to contact me with any questions or additional materials.

Regards,

Todd Cedarholm, PLS

CC: Bill Collins, Dave Meyers, Erika Nash.
Attachments: Appendices 1-7

Appendix 1

Pine Glades Plat 1285, Sheet 2, Certificate of Owner

CERTIFICATE OF OWNER

State of Wyoming)
County of Teton) ss.
Town of Jackson)

The undersigned owner hereby certifies that the foregoing subdivision of Lot 9 of Block 7 of the Aspen Hill Lots, a subdivision of record in the Office of the Clerk of Teton County, Wyoming, as Plat No. 124, and that parcel of land located within the NE1/4SE1/4 Section 33, T41N, R116W, 6th P.M., as shown on this plat and more particularly described under the Certificate of Surveyor is with free consent and in accordance with the desire of the undersigned owner and proprietor of the described lands;

that the name of the subdivision shall be PINE GLADES TOWNHOMES PHASE ONE ADDITION TO THE TOWN OF JACKSON;

that this subdivision is subject to a Declaration of Covenants, Conditions, and Restrictions to be recorded in the Office of the Clerk of Teton County, Wyoming, concurrently with this plat;

that this subdivision is subject to any covenants, conditions, restrictions, easements, ditches, roadways, rights-of-way, common areas, reservations and building setback requirements as delineated on the Aspen Hill Lots Plat, recorded as Plat No. 124, on file in the Office of the Clerk of Teton County, Wyoming;

that this subdivision is in accordance with and subject to the terms and conditions of the PINE GLADES PUD Final Development Plan approved by the Town Council of Jackson, Wyoming, on January 22, 2008;

that access to this subdivision is from Pine Glades Drive;

that Pine Glades Drive and Jessica Lane are private roads serving this subdivision;

that emergency access to this subdivision is from Pine Drive through a break-away access system;

that this subdivision is subject to any covenants, conditions, restrictions, easements, ditches, roadways, rights-of-way, common areas, reservations and building setback requirements as delineated on Maps T-56A and T-56C on file in said Clerk's Office;

that this subdivision is subject to that Subdivision Improvement Agreement to be recorded concurrently with this plat;

that as of the date of recording this plat, this plat is subject to that certain Lien Statement executed by Sullivan Construction, LLC, claimant, recorded in the Office of the Teton County Clerk on

Appendix 2

Pine Glades Plat 1285, Sheet 3, Plat Notes

PUBLIC MAINTENANCE OF ASPEN DRIVE, PINE DRIVE, AND SPRUCE DRIVE

PINE GLADES DRIVE AND JESSICA LANE ARE PRIVATE ROADS

NO PUBLIC MAINTENANCE OF PINE GLADES DRIVE AND JESSICA LANE

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY SYSTEM

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON SEWER COLLECTION AND TREATMENT SYSTEM

SELLER DOES NOT WARRANT TO THE PURCHASER THAT HE OR SHE SHALL HAVE ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF ANY STREAM OR RIVER FOR PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE

AREAS OF POTENTIAL AVALANCHE HAZARD WITHIN THIS SUBDIVISION WERE IDENTIFIED BY JMY ENVIRONMENTAL CONTRACTING AND DOCUMENTED IN A REPORT TITLED DATED SEPTEMBER 23, 2007. THIS STUDY IDENTIFIED "BLUE" ZONES, AREAS OF MODERATE HAZARD IN THE AVALANCHE ZONING PLAN. LOT F AND LOT G LIE WITHIN THE "BLUE" ZONE OF THE STUDY. ACCORDING TO THE STUDY, PRIVATE HOMES ARE PERMITTED IN THE BLUE ZONE IF THEY ARE DESIGNED TO RESIST AVALANCHE FORCES OR ARE OTHERWISE PROTECTED BY AVALANCHE DEFENSE.

Appendix 3

Pine Glades Plat 1285, Sheet 2, Certificate of Owner

Construction Easement Agreement described in Book 705 of Photo, Pages 491–503, records of Teton County, Wyoming;

that this subdivision is subject to those access and/or utility easements hereby granted to the Town of Jackson as shown hereon and to those easements granted to the Town of Jackson by that certain Right–of–Way, Utility and Snow Storage Easement Agreement to be recorded concurrently with this plat;

that the Town of Jackson is hereby granted a utility easement in, under, over and across the entire GCE–Roadway, as shown hereon, except for those portions of the GCE – Roadway that are within those Lots designated as townhome lots, for purposes of installing water and sewer utility infrastructure and all appurtenances thereto;

that the Town of Jackson is hereby granted an access easement across the entire GCE–Roadway;

that the Town of Jackson is hereby granted an access and maintenance easement across the entire subdivision for purposes of accessing and maintaining all water valves, meters, shut–off boxes, sewer cleanouts, manholes and appurtenances thereto;

that this subdivision is subject to that 15 foot wide access easement and skier access easement set forth in that certain Access and Recreation Easement Agreement described in Book 706 of Photo, Pages 518 to 531, and that certain First Amendment to Access and Recreation Easement to be recorded concurrently with this plat and all amendments thereto;

that, pursuant to a condition required by the Town of Jackson of the approved Final Development Plan, the undersigned hereby reserves unto itself, its heirs, successors and assigns, the right to grant to the public a pedestrian easement to be located within Lot H;

that this subdivision is subject to that Access and Utility Easement Agreement granted to the owner of Lot 68 Aspen Highlands, Plat No. 175, as shown hereon and of record in Book 728 of Photo, Pages 208–215, records of Teton County;

265 North Glenwood
P.O. Box 12290
Jackson, WY 83002
(307) 734-6131

-33–2A 22–41–16–33–2A_fp1rev2.dwg 04/22/09 05/15/09 12/31/09 02/08/10

the Office of the Clerk of Teton County, Wyoming to annex the additional lots and/or units into this Declaration and to designate the common area lot(s), general common elements and limited common elements. The common area lot(s) shall be conveyed to the Association by warranty deed concurrently upon filing the replat of any lot. Declarant hereby reserves the right to assign portions of Common Elements (including, but not limited to, LCE-Parking) to Residential Properties as appurtenant Limited Common Elements (individually or collectively) either by designation on a future plat or by filing a Supplemental Declaration in the Office of the Clerk of Teton County, Wyoming. The Board reserves the right to reassign parking spaces among Residential Properties by filing Supplemental Declarations if Federal Law or State Law necessitates such reassignment to accommodate an Owner.

9.12 Termination of Rights. The rights contained in this Article shall not terminate until the Declarant, or any individual Declarant, is no longer a record owner of any real property subject to this Declaration unless Declarant elects to terminate such reservations at an earlier date. Declarant may from time to time relinquish and surrender one or more but less than all of the reserved rights, in which event the unrelinquished reserved rights shall remain fully valid and effective for the remainder of the term thereof.

PART FIVE: PROPERTY RIGHTS WITHIN THE COMMUNITY

The nature of living in a community requires the creation of special property rights and provisions to address the needs and responsibilities of the Owners, the Declarant, the Association, and others within or adjacent to the community.

ARTICLE X – EASEMENTS

10.1 Easements in Common Elements.
The Declarant grants to each Owner of a Residential Property a non-exclusive right and easement of use (subject to the rights of other Owners, Members and the Association), access and enjoyment in and to the General Common Elements. The Declarant grants to each Owner (subject to the rules, regulations, and restrictions contained in the Governing Documents) an exclusive right and easement of use, access, and enjoyment in and to the Limited Common Elements that are appurtenant to the Residential Property owned by such Owner, which shall include without limitation the decking and parking areas. Such exclusive right and easement of use, access, and enjoyment in the Limited Common Elements shall not be severable from the Residential Property to which it is appurtenant.

The foregoing grants shall be subject to:

(a) The restrictions, rules and regulations set forth in the Governing Documents and any other applicable covenants;

(b) Any restrictions or limitation contained in any deed and/or easement agreement conveying such property and/or easement over such property to an Owner Association; and

(c) The right of the Board to adopt rules regulating the use and enjoyment of the area of the Common Elements.

(d) The right of the Board to suspend the right of an Owner to use the Common Elements (i) for any period during which any charge or assessment against such Owner's Residential Property remains delinquent, and (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of the Governing Documents after notice and a hearing pursuant to the Bylaws.

Any Owner may extend his or her right of use and enjoyment of the Common Elements to the members of his or her family, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Residential Property, subject to the terms and conditions of this Declaration, shall be deemed to have assigned all such rights to the lessee of such Residential Property for the period of the lease.

10.2 Easements for Utilities and Infrastructure.

(a) All dedications, limitations, restrictions and reservations of easements, including those for drainage, prepared and recorded by Declarant are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth in this Declaration.

(b) The Declarant hereby grants to the Association and each Owner of a Residential Property, and, so long as the Declarant owns any real property subject to this Declaration, reserves for itself, and reserves the right to grant to the Town of Jackson, utility providers, the Association and all Owners perpetual non-exclusive utilities easements in, under, over and across the Roadways and in those areas as described on the Plat for the purpose of:

(i) Installing utilities, including without limitation, water and sewer systems, cable and other systems for sending and receiving data and/or other electronic signals; security and similar systems; roads and walkways; drainage systems and signage; to serve the Properties;

(ii) Inspecting, maintaining, repairing and replacing such utilities and infrastructure to serve the Properties; and

(iii) Access to read utility meters.

(c) All work associated with the exercise of the easements described in subsections (a) and (b) of this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements not unreasonably interfere with the use of any Residential Property and, except in an emergency, entry onto any Residential Property shall be made only after reasonable notice to the Owner or occupant.

10.3 Easements for Maintenance, Emergency and Enforcement. The Declarant grants to the Association easements over Properties as necessary to enable the Association to fulfill its maintenance responsibilities under Section 7.2. The Association shall also have the right, but not the obligation, to enter upon any Residential Property, but not to enter any structure thereon, for maintenance, emergency, security, and safety reasons and to inspect for the purpose of ensuring compliance with the Governing Documents and to enforce the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. The Declarant hereby grants to the Association, perpetual exclusive snow storage easements in, under, over and across each Lot and the snow storage areas set forth on the Plat, if any, for the purpose of orderly removal and storage by the Association of snow from the Roadways and sidewalks located within the Common Elements and Lots.

10.4 Easements for Cross-Drainage; Stormwater Drainage System is Private. The stormwater drainage system installed by the Declarant and maintained, repaired and replaced by the

Association shall be a private system owned by the Association. Every Lot shall be burdened with easements for natural drainage of storm water runoff from other portions of the Properties; provided, no Person shall alter the natural drainage on any Lot to increase materially the drainage of storm water onto adjacent portions of the Properties without the consent of the Owner(s) of the affected Lot and the Board.

10.5 Easement for Emergency Vehicles. The Properties are hereby burdened with an easement allowing all policemen, firemen, ambulance personnel, and similar emergency personnel entry to perform their duties, including the enforcement of traffic regulations.

10.6 Easement for Encroachments. If any part of the Common Elements encroaches or shall hereinafter encroach upon a Residential Property, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Residential Property encroaches or shall hereafter encroach upon the Common Elements, or upon an adjoining Residential Property, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Elements or the Residential Properties. Encroachments referred to herein are limited to encroachments caused by engineering errors, settling, rising, or shifting of the earth, or by changes in position caused by construction, repair or reconstruction or any part thereof in accordance with the original plans and any encroachment due to building overhang or projection.

10.7 Owner's Right to Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Elements necessary for access to its Residential Property, and shall have the right to the horizontal and lateral support of its Residential Property, and such rights shall be appurtenant to and pass with the title to each Residential Property.

10.8 Title to Roadways; Use of Roadways; Roadways are Private. Title to those portions of the Roadways within the Common Elements as described on the Plat and in this Declaration, shall be conveyed by Declarant to the Association to be used for private road purposes. Each Owner and occupant and each of their guests or invitees are hereby granted a non-exclusive perpetual easement and right-of-way to use the Roadways, for private road purposes, including vehicular and pedestrian ingress, egress, access to and from their Residential Property; provided, however, that such pedestrian and vehicular easements hereby granted within those portions of the Roadways shown and detailed on the Plat as Three Dimensional Access Easement Across Lots 1-14 & A-E are limited horizontally and vertically to the existing grade and the underside of the Townhome structure as set forth on the Plat. Declarant hereby reserves the right to grant additional easements over and across the Roadways to utility providers and governmental entities. The Association shall have the right to control vehicular circulation through the Properties by such means as establishing speed limits, by installing speed bumps or by any other means reasonably adopted by the Association.

ARTICLE XI – AMENDMENT OF DECLARATION; MISCELLANEOUS

11.1 By Declarant. In addition to specific amendment rights granted elsewhere in this Declaration, until the conveyance of 75% of the Properties to an Owner unaffiliated with Declarant, Declarant may unilaterally amend or repeal this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration if such amendment is necessary to (i) bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Residential Properties; (iii) enable any institutional or Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guaranty mortgage loans on the Residential Properties; or (iv) to satisfy the requirements of any local, state or federal governmental agency; provided, however, that any such amendment shall not adversely affect the title to any Residential Property unless

TUNNEL AND CONSTRUCTION EASEMENT AGREEMENT

RELEASED	
INDEXED	
ABSTRACTED	✓
SCANNED	

GRANTOR: TOWN OF JACKSON ET AL
GRANTEE: TOWN OF JACKSON ET AL
Doc 0736251 bk 705 pg 1188-1203 Filed At 16:29 ON 08/14/08
Sherry L. Daigle Teton County Clerk fees: 53.00
By Mary Smith Deputy

THIS TUNNEL AND CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is made and entered into this 7th day of July, 2008, by and between the TOWN OF JACKSON, a municipal corporation of the State of Wyoming (hereafter referred to as "Grantor"), and PINE GLADES DEVELOPMENT, LLC, a Wyoming limited liability company (hereafter referred to as the "Grantee").

RECITALS.

WHEREAS, Grantor owns that certain real property in Teton County, Wyoming which is more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "Grantor Property");

WHEREAS, Grantee owns that certain real property in Teton County, Wyoming which is more particularly described on **Exhibit B** attached hereto and incorporated herein by reference (the "Grantee Property");

WHEREAS, Grantor desires to grant to Grantee an exclusive tunnel easement and a non-exclusive construction easement on the Grantor Property according to the terms and conditions set forth herein; and

WHEREAS, the Grantor and Grantee agree that the Grantee Property shall be the property benefiting from the easement rights granted herein and the Grantor Property shall be the property burdened by the easement rights granted herein.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), the foregoing recitals and other good and valuable consideration, in hand paid, receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

1. Grant of Easements. Grantor hereby grants to Grantee, its heirs, successors, assigns, employees, agents, contractors, licensees, tenants and other invitees, the following easements:

(a) an exclusive perpetual permanent subsurface easement under that area described and illustrated on **Exhibit C** attached hereto and incorporated herein (the "Tunnel Easement"). The Tunnel Easement is hereby granted for all purposes necessary or incidental to Grantee's operation, maintenance, use, modification, repair and replacement of an underground tunnel and related roadway facilities as a private roadway for pedestrian, bicycle, and vehicular access to the Grantee Property, including but not limited to the right to construct, operate, maintain, modify, repair, replace, improve, remove and use said tunnel, tunnel supports, roof, floor, roadway, sidewalks, access ways, entrances and exits and all utility lines or wires within said tunnel (the "Tunnel Facilities"), together with the right to operate equipment within said Tunnel Facilities, and for any related uses as Grantee may now or hereafter deem appropriate. The Grantee shall have the sole duty to maintain the Tunnel Facilities and associated access systems and appurtenances;

(b) a non-exclusive perpetual construction easement in, under, over and across that portion of the Grantor Property specifically described and illustrated as "Construction Easement" on **Exhibit E** attached hereto and incorporated herein (the "Construction Easement") for purposes of constructing, operating, placing, maintaining, inspecting, protecting, repairing, altering, substituting and replacing the Tunnel Facilities.

The Tunnel Easement and the Construction Easement are individually referred to herein as an "Easement" and collectively as the "Easements".

2. Tunnel Easement Infrastructure; Repair of Surface. All structures, materials, facilities, mechanical and electrical systems, utilities, equipment, furnishings or improvements of any kind that are acquired, constructed or installed in or upon the Tunnel Easement shall be and shall at all times remain the property of Grantee. After the construction or repair of the Tunnel Facilities, Grantee shall promptly repair any surface damage to Grantor's Property caused by the exercise of Grantee's easement rights. Notwithstanding the foregoing, the parties hereto understand that the Grantee Property is being developed into 37 townhomes and condominiums and that the Tunnel Easement and all infrastructure and maintenance obligations within the Tunnel Easement will be transferred to the Pine Glades Homeowners Association (the "HOA") upon the conveyance of the common area of such development to the HOA. Upon completion of construction of the Tunnel Facilities, Grantee shall have a licensed surveyor certify that the Tunnel Facilities are all located within the Tunnel Easement.

3. Reservation of Grantor; Subordination to Lease Agreement. The Grantor reserves unto itself, its guests, invitees, legal representatives, heirs, successors and assigns, the right to use the surface of the Easements and the right to interrupt the use of the Tunnel Easement, after providing to Grantee 30 days prior written notice, in order to access, perform, complete or effectuate such reserved right to use the surface; provided, however, that Grantor shall use best efforts to reasonably minimize any interruption of the use of the Tunnel Easement by Grantee it being the understanding that during any such period of interruption, the access to and from Grantee's Property shall be from Pine Drive. The Grantor further reserves unto itself, its heirs, successors and assigns, the right to grant additional easements in, under, over and across the Construction Easement and Grantor's Property for any purpose as Grantor deems necessary in Grantor's sole discretion provided such additional easements do not unreasonably impair, interfere with or obstruct the use of the Easements by Grantee. The Grantor further reserves unto itself, its heirs, successors and assigns, the right to use the Easements for purposes of laying out, installing, operating, and maintaining public utilities and appurtenances thereto within the Easements and for emergency purposes. Grantor and Grantee hereby agree that the grant, effect and terms and conditions of this Agreement shall be subject to and subordinate to that certain Lease Agreement (Commercial Ski Shelter, Ski Lift and Mountain Tract) executed between Grantor and Snow King Resort, Inc., dated April 22, 1994, and any and all addenda, modification and amendments thereto, as assigned to Snow King Holdings, LLC in that certain Assignment and Assumption Agreement, dated January 1, 2006 and as further assigned to Snow King Mountain Recreation, LLC.

4. Private Roadway. The Tunnel Facilities shall be and remain a private roadway.

5. Maintenance Costs. The costs of the construction, maintenance, repair and replacement of the Tunnel Facilities shall be at the sole obligation and expense of Grantee or the related homeowners association for the Pine Glades Addition to the Town of Jackson.

6. Survival. This Agreement shall survive the execution of the delivery and recordation of the Easements which are described herein, and shall remain and continue in full force and effect.

6

RIGHT-OF-WAY, UTILITY AND SNOW STORAGE EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that for Ten Dollars ($10) and other good and valuable consideration, receipt whereof being hereby acknowledged by PINE GLADES DEVELOPMENT, LLC, a Wyoming limited liability company, of P.O. Box 642, Jackson, Wyoming 83001, hereinafter called the "Grantor", hereby grants and conveys to the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, its successors and assigns, of P.O. Box 1687, Jackson, Wyoming, hereinafter called the "Grantee", the following easements (each, and "Easement" and collectively, the "Easements"):

GRANTOR: PINE GLADES DEVELOPMENT LLC
GRANTEE: TOWN OF JACKSON WYOMING
Doc 0767879 bk 750 pg 275-280 Filed At 16:24 ON 02/09/10
Sherry L. Daigle Teton County Clerk fees: 23.00
By Mary Smith Deputy

(i) a non-exclusive right-of-way easement in, under, on, over, across, and through that property described as "Easement 1" on **Exhibit A,** attached hereto and incorporated herein, for the sole right to:

construct, use and maintain a public roadway turnaround and the right to lay out, install, operate, and maintain public utilities and appurtenances thereto within the easement, to include but not be limited to sanitary sewer, water, drainage, gas, electricity, telephone, and cable television.

(ii) a non-exclusive right-of-way easement in, under, on, over, across, and through that property described as "Easement 2" on **Exhibit A**, attached hereto and incorporated herein, for the sole right to:

use and maintain a public roadway turnaround and for the right to plow, cast and store snow that has fallen in adjacent public rights-of-way and the right to lay out, install, operate, and maintain public utilities and appurtenances thereto within the easement, to include but not be limited to sanitary sewer, water, drainage, gas, electricity, telephone, and cable television.

Grantee shall have the right to use that property described as "Easement 1" on **Exhibit A** for those purposes described above in item (i) and shall have no right to use Easement 1 for any other use. Grantor shall have the right to use that property described as "Easement 2" on **Exhibit A** for those purposes described above in item (ii) and shall have no right to use Easement 2 for any other use. Grantee shall maintain the utilities and the asphalt surfaces located within the Easements. Grantee shall be responsible for performing the maintenance and repair of any retaining wall systems and/or infrastructure located within Easement 1 at its sole expense. Grantee shall be responsible for performing the maintenance and repair of the retaining wall system located within Easement 2 and the cost to perform the maintenance and repair of such infrastructure shall be split evenly between Grantor and Grantee. Grantor shall maintain and repair the emergency breakaway barrier to be located at the eastern boundary of Easement 2. All obligations of Grantor and Grantee shall be binding upon their heirs, successors and assigns; however, it is anticipated that the successor of Grantor will be the homeowners association of the Pine Glades Townhome Addition to the Town of Jackson and in such circumstance, all costs associated with the foregoing shall be assessed by such successor entity to the members of such association as a special assessment.

Grantee shall repair or replace any items that it shall move from the Easements and shall repair any damage resulting from Grantee's construction on and use of the Easements as contemplated by this agreement. All work performed within the Easements by Grantee shall be performed in such a manner as to minimize interference with the use and enjoyment of the Easements by Grantor.

RELEASED
INDEXED ✓
ABSTRACTED ✓
SCANNED

5

SUBDIVISION IMPROVEMENT AGREEMENT

RELEASED
INDEXED
ABSTRACTED
SCANNED

THIS AGREEMENT dated this 31st day of December, 2010, by and between PINE GLADES DEVELOPMENT, LLC, hereinafter referred to as "Subdivider", and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, hereinafter referred to as the "Town", provides as follows:

GRANTOR: PINE GLADES DEVELOPMENT LLC ET AL
GRANTEE: PINE GLADES DEVELOPMENT LLC ET AL
Doc 0767878 bk 750 pg 263-274 Filed At 16:09 ON 02/09/10
Sherry L. Daigle Teton County Clerk fees: 53.00
By Mary Smith Deputy

WHEREAS, Subdivider is required to construct certain public improvements (the "Improvements") as a condition of the approval of the final plat and associated Final Development Plan; and

WHEREAS, the Town of Jackson Land Development Regulations require that a subdivision agreement for public improvements be executed by the Subdivider and the Town and recorded in the Office of the Teton County Clerk and Recorder; and

WHEREAS, the Town Council approves of the terms and conditions of this agreement for the Final Plat Subdivision designated as the Pine Glades Townhomes. Phase One Addition to the Town of Jackson; and

WHEREAS, this Subdivision Improvement Agreement supersedes the Development Agreement executed by the Town and the Developer on July 9, 2008.

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Subdivider on its own behalf or any successor in interest or assign, and the Town do mutually covenant and agree as follows:

1. SUBDIVIDER TO COMPLY

Subdivider shall comply with all improvement requirements contained in Section 6140 A. of the Town of Jackson Land Development Regulations, the Development Plan approved by Town Council on January 22, 2008 and subdivision improvement plans and specifications retained on file in the office of the Town Engineer the Planning Director, and the requirements of the Town Planning and Zoning Commission and Town Council for this subdivision and additional improvements as set forth within this document. Improvements shall be engineered, designed, constructed, and installed solely at Subdivider's own cost.

2. DEVELOPMENT PLAN AND FINAL PLAT REQUIREMENTS INCORPORATED

The requirements of the Town Council, as set forth in its approval of any required Final Development Plan, Conditional Use Permit, and Final Plat are hereby incorporated herein by reference as though fully set forth. Development and use of all land within the

subdivision is limited to that conveyed by the Final Plat, Pine Glades Townhome Covenants and the Land Development Regulations of the Town of Jackson, as they may be amended from time to time.

3. APPROVED SUBDIVISION INFRASTRUCTURE IMPROVEMENT PLANS AND SPECIFICATIONS

The subdivision infrastructure improvement plans and specifications filed by Subdivider or its agents, as approved by the Town Engineer and maintained on file in the office of the Town Engineer, and any revision of said improvement plans and specifications approved by said Town Engineer and additional improvements as set forth within this document are hereby incorporated herein by reference as though fully set forth. All public improvement work required by Subdivider under this agreement shall be in accordance with said improvement plans and specifications.

4. ESTIMATED COST OF SUBDIVISION INFRASTRUCTURE IMPROVEMENTS AND SECURITY THEREFORE

The list of improvements and upgrades together with the total cost of improvements and upgrades required by this agreement as estimated by the Town Engineer is attached hereto as **Attachment "A"** and by this reference made a part hereof. Subdivider shall deposit with the Town, prior to filing of the Final Plat, an irrevocable letter of credit, or performance and payment bond, or funds in escrow, or other equivalent security or commitment approved by the Town Council. Such security shall be in the amount of 125% of the estimate approved by the Town Engineer and Planning Director (the "Security") and such security amount shall be released as portions of work are completed and reasonably approved for release by the Town Engineer per Paragraph 12 below.

5. ESTIMATED COST OF OTHER SUBDIVISION IMPROVEMENTS AND SECURITY THEREFORE

Affordable Housing Obligation. Subdivider has made minor modifications to two existing two bedroom units one of which will qualify as a two bedroom Category I unit and one of which will qualify as a two bedroom Category II unit under the Teton County Housing Authority Guidelines (collectively, the "Existing Affordable Units"). Subdivider shall construct the following: (i) six two bedroom units all of which qualify as two bedroom Category Six units under the Teton County Housing Authority Guidelines; (ii) two one bedrooms units one of which will qualify as a one bedroom Category I unit under the Teton County Housing Authority Guidelines and one of which will qualify as a one bedroom Category II unit under the Teton County Housing Authority Guidelines; and (ii) two one bedroom units all of which will qualify as one bedroom Category III units under the Teton County Housing Authority Guidelines (the "New Affordable Units")(the Existing Affordable Units and the New Affordable Units shall be collectively referred to herein as the "Affordable Housing Units"). The construction of the New Affordable Units shall be completed within two (2) years of the recordation of the Final Plat for the

Pine Glades Townhomes Phase One Addition to the Town of Jackson. In the event that said units are not completed on or before such two year anniversary of the recordation of the Final Plat for the Pine Glades Townhomes Phase One Addition to the Town of Jackson, Lot F of the Pine Glades Townhomes Phase One Addition to the Town of Jackson shall be conveyed to the Town of Jackson and all construction plans required to complete said structure shall be delivered to the Town of Jackson.

6. PUBLIC PATHWAYS

The Public Pathways delineated as "public ski/hike trails" on the site plan of the Final Development Plan approved by Council, requires that the developer complete the installation of the Public Pathways as part of the overall improvements described in Attachment "A". At such a time that the Town determines that public access is safe and appropriate, the Developer shall receive a letter from the Town requesting that all required work necessary (survey, design and installation) of an approved Public Pathway or Public Pathway segment shall be completed within six months of the request. The developer may be granted an extension for the completion based on a determination by the Town Engineer that weather conditions has precluded progress.

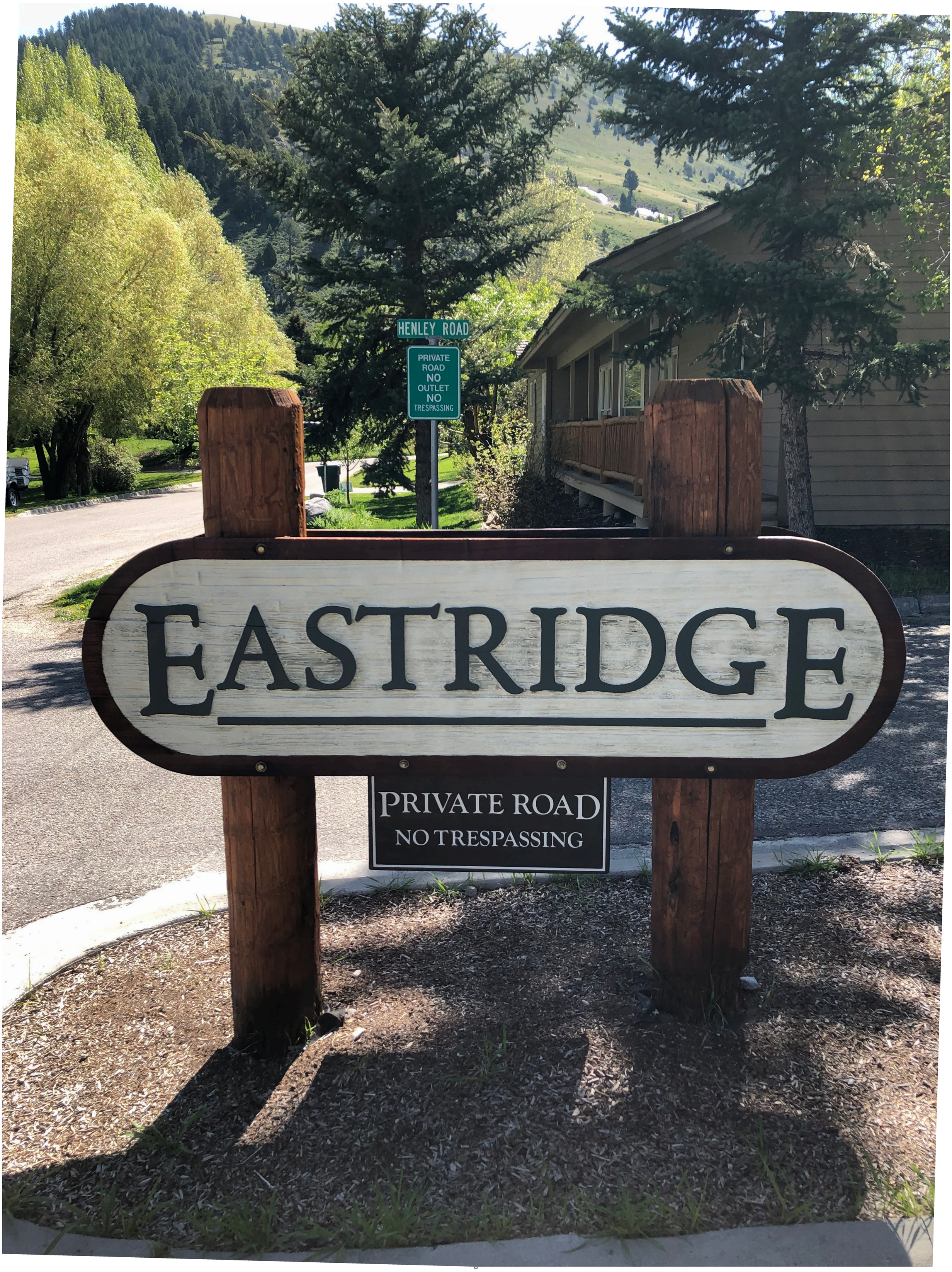
7. UNDERGROUND ELECTRICAL POWER, TELEPHONE, TELEGRAPH, CABLE TELEVISION, AND GAS FACILITIES

All electrical power, telephone and telegraph communication, cable television, and gas facilities within the subdivision shall be installed underground, except that above-ground facilities necessary to serve underground facilities, other installation of peripheral overhead electrical transmission and distribution feeder lines, or other installation of either temporary or peripheral overhead communications, distance, trunk, or feeder lines may be allowed. Subdivider understands and agrees that any and all said facilities that are to be constructed within or under any street improvements shall be in place prior to the construction of the surface street improvements. Subdivider affirms that the public utility companies, including the cable television company enfranchised by the Town, providing the said services and facilities to and within the subdivision have been directly consulted by Subdivider through its officers, agents, or employees and that Subdivider is informed as to the approximate cost to Subdivider of the provision and installation of said facilities and services underground and that the requirements for said facilities have been considered in the preparation of the subdivision improvement plans.

8. EXACTIONS:

Subdivider shall pay exactions for the following purposes and in the following amounts to the Town prior to the filing of the Final Plat:

Parks Exactions:	$ 29,000.00
School Exaction:	$ 23,000.00


HENLEY ROAD
PRIVATE
ROAD
NO
OUTLET
NO
TRESPASSING
EASTRIDGE
PRIVATE ROAD
NO TRESPASSING


HENLEY ROAD
PRIVATE
ROAD
NO
OUTLET
NO
TRESPASSING


FLAT IRON
Townhomes
5 mph
Children & Dogs at Play
FLATIRON TOWNHOMES
PRIVATE PROPERTY
NO TRESPASSING


GRAND VIEW
JACKSON HOLE
PRIVATE PROPERTY
NO PARKING ALONG ROADWAY
LOADING ONLY 30 MIN MAX
VIOLATORS WILL BE TOWED AT OWNERS EXPENSE


NO TRESPASSING
PRIVATE
$750 FINE ENFORCED
STATE OF WYOMING


SADDLEBUTTE
NO
TRESPASSING

PLANNING & BUILDING DEPARTMENT

September 6, 2019

Long Reimer Winegar Beppler LLP
Attn: Erika Nash
PO Box 3070
Jackson, WY 83001

RE: Development Obligations and Compliance of the Pine Glades Planned Unit Development

Dear Ms. Nash,

This letter is in response to your compliance follow-up letter dated June 26, 2019. Although there still remains a difference of opinion on the matter surrounding public non-motorized access on the roads, we believe that both parties (Town and property owner) share the common goal of finding a solution that meets the original intent of the development with regard to public access and trails. With that being said, the Town still finds that the Pine Glades Development is out of compliance with the original approvals as previously stated in the letter sent by the Town to the applicant dated May 28, 2019. Please see below for specific discussion on the procedural options for moving forward and the status of each outstanding compliance item, including guidance on the Development Agreement for Phase II and the Minor Deviation.

In terms of process, below are two procedural options for coming into compliance.

OPTION #1

Come into full compliance with the original approvals as identified in the Town's letter dated May 28, 2019 by no later than December 1, 2019, with the exception of a few items as stated below. The Town will assume you are choosing this option if you have not complied with the submittal deadline for Option #2 below (i.e., application for new Development Plan Amendment by November 15, 2019). Failure to come into full compliance by the December 1st deadline will result in the Town immediately starting the revocation process (Land Development Regulation (LDR) Section 8.9.3) described in the letter sent by the Town dated May 28, 2019. Should you choose this option, this letter establishes new compliance deadlines for the items below. Please refer to the May 28, 2019 letter for more detailed explanations on each item as this section is intended only to provide new deadlines.

- **Public Access – Signage:** 'No Trespassing' signs shall be removed by no later than December 1, 2019.
- **Public Access – Boulders**: Boulders shall be shifted to allow pedestrian access by no later than December 1, 2019.

P.O. Box 1687 • Jackson, Wyoming 83001 • 307-733-0440 or 0520 Fax 307-734-3563 www.townofjackson.com

- **Roadways:** An easement shall be recorded allowing public non-motorized access on and over the roadways by no later than December 1, 2019.
- **Break-Away Gate:** The Break-away emergency gate shall be installed by no later than December 1, 2019.
- **Topping of Trees:** The property owner shall be responsible for replanting all topped trees at a 1:1 ratio with the same species. Staff estimates that between 10-15 trees have been topped, however the property owner will be responsible for counting the exact number for replacement purposes. The replacement trees shall be mature and no less than 15 feet in height. The location of the new trees shall be in close proximity to the trees that were topped. The property owner shall provide an aerial photo with the number of new trees, their location and a bond for 125% of the cost of the trees by no later than December 1, 2019. The trees shall then be installed by no later than June 1, 2020. The Town will hold the bond until an inspection is conducted by the Planning Department to confirm the work has been completed. Failure to meet this requirement will result in code enforcement follow-up and fines.
- **Heating Element:** The heating element in Phase I (Pine Glades Drive) shall be fixed and functioning by no later than January 1, 2020.

OPTION #2

Staff is open to reviewing the alternative trail plan that was presented in your letter dated June 26, 2019. However, staff cannot comment on whether we fully support this plan because 1) the Town has not reviewed a complete plan, 2) The Pathways Department has not weighed in, and 3) residents of Pine Glades and the general public have not provided comments. Ultimately Town Council will make the final decision should you chose to pursue an alternative trail plan. Pursuit of this option requires application for a new Development Plan Amendment by no later than November 15, 2019. Although you have a Development Plan Amendment application (P19-018) submitted, the expected new information will result in substantial changes from the current application, thus requiring a new application submittal. If the Town Council denies your proposed alternative trail plan, the Town will immediately start the revocation process (Land Development Regulation (LDR) Section 8.9.3) described in the original letter sent by the Town dated May 28, 2019. Below are all items to be addressed in the new Development Plan Amendment.

1. **Exterior Materials** – The duplex addressed at 140 & 142 Pine Glades Drive requires a Development Plan amendment approval because the proposed exterior materials do not match what was originally approved. This item is already included in the currently submitted Development Plan amendment application, so please resubmit this information with the updated Development Plan amendment application.
2. **Public Non-Motorized Access** – Your letter proposes a new trail plan that seeks to meet the intent of the original approvals and to satisfy both the residents inside and outside of the Pine Glades development. This plan does not allow public non-motorized access on and over Pines Glades' private roads but it does identify the location of new proposed public trails and a commitment to record trail easements and install associated trail signage (where applicable). At this time the Town cannot comment on whether we support this idea because of several unknowns such as the public's input, the feasibility of the proposed trails on steep slopes and input from Pathways. Ultimately the final decision will be made by the Town Council. Please submit a new narrative with supporting documents/plans, findings, etc. You will also need to clarify when the proposed new trails will be installed.
3. **Signs** – Whether the 'No Trespassing' signs intended to prevent public access to Pine Glades' private roads can remain will depend on the Town's final decision regarding the applicant's

trail proposal and the Development Plan Amendment. If the Town is convinced that the proposed trails provide safe and adequate public access through the site consistent with the intent of the original Development Plan, then the 'No Trespassing' signs may not need to be removed. Furthermore, as part of the Development Plan amendment you will need to work with Pathways to propose a signage plan that adequately directs users to the appropriate trails according to your plan.

4. **Boulders** – Similar to the "No Trespassing' sign comment above, whether the boulders can remain will be directly related to the Council's final decision on your trail proposal as part of the Development Plan amendment process.
5. **Heating Element** – The heating element was proposed and approved as part of the original Development Plan thus the element must remain unless the Town Council approves its removal. As part of the Development Plan amendment you may request the removal of the Phase I and/or Phase II heating element and provide justification and reasoning supporting its removal. Due to the Town's efforts and strides to reduce energy consumption, staff would be supportive of removing the heating element in both phases.
6. **Topping of Trees: Should you choose Option #2,** the property owner shall be responsible for replanting all topped trees at a 1:1 ratio with the same species. Staff estimates that between 10-15 trees have been topped, however the property owner will be responsible for counting the exact number for replacement purposes. The replacement trees shall be mature and no less than 15 feet in height. The location of the new trees shall be in close proximity to the trees that were topped. The property owner shall provide an aerial photo with the number of new trees, their location and a bond for 125% of the cost of the trees by no later than December 1, 2019. The trees shall then be installed by no later than Jun1, 2020. The Town will hold the bond until an inspection is conducted by the Planning Department to confirm the work has been completed. Failure to meet this requirement will result in code enforcement follow-up and fines.

DEVELOPMENT AGREEMENT FOR PHASE II

Upon coming into compliance through one of the two options above, you may then proceed with the Development Agreement related to Phase II. Currently you have a Development Agreement application (P18-342) submitted which can be amended. There is no deadline for when you must act on the Development Agreement for Phase II, thus you may re-submit new materials at any time. If you re-submit for the Development Agreement you must address the following items:

1. **Sidewalks** – As part of Phase II you will be required to install a sidewalk similar to Phase I which is shown in the original Development Plan. The sidewalk shall be clearly explained in the Development Agreement narrative and included in the overall bonding.
2. **Lower Trail** – As part of Phase II you will be required to install the lower trail which runs across the property north (below) of Jessica Lane. The lower trail must be included in the Development Agreement narrative and bonding.
3. **Landscape Plan** – Should you choose Option #2 above, as part of the Development Agreement you will be required to provide a landscaping plan that not only reflects the amount and location of trees/shrubs currently planted but also identifies the amount and location of additional planting required by the original landscape plan approved with the Development Plan. A cost estimate for the remaining landscaping will be required in order to calculate the appropriate bond amount.

MINOR DEVIATION

Avalanche Fence - The applicant has already received approval to install the avalanche fencing above 140 Pine Glades Drive through a Minor Deviation (P19-157). This matter is considered to be resolved.

Thank you for your attention to this important matter and please let us know if you have any questions.

Tyler Valentine
Senior Planner

David DeFazio

Jackson Planning & Building Department
Attention: Tyler Valentine
tvalentine@jacksonwy.gov

Re: Pine Glades Pedestrian Access January 6, 2020

Mr Valentine,

I am writing to express my objections to the recent Pine Glades trails proposal, and to the actions of the developer to create what is essentially a private, gated community. My home is immediately west of the Pine Glades gate and my driveway enters the cul-de-sac at 695 Pine Drive.

I am personally familiar with the evolution of the Pine Glades development because I share a property boundary with the development and worked closely with the original developer when designing my driveway and securing an easement across Pine Glades to lessen its grade. The developer was easy to work with, reasonable, and quite accommodating. As a neighbor, I was invited to all public meetings and expressed my opinions regarding two primary issues that were important to me. My primary request was that I, and all others who had grown accustomed to using the single-track trail through the Pine Glades property, be allowed to continue pedestrian access across what would become the road. This would allow people to walk or bike from the end of Pine Drive, through Pine Glades, and to Snow King. I personally used this access to walk to Snow King and either ascend the boot pack for exercise and then return home, or descend to Town in the evenings. In the winter months, I would ski on the single-track to access the lifts and trails on Snow King. I used this trail often, and at all hours. The developer heard my request, and the same request of others, when agreeing to provide pedestrian access across the roads that would be built. This grant of access was clear and unambiguous, and essential to approval of the development. It also made a clear statement that Pine Glades was intended to weave itself into the existing neighborhood, not become a private island.

The tunnel was built in response to the objections of Pine Drive residents who did not want an increase of vehicular traffic on a road not built to handle it. It was not in the interest of the Pine Glades developer, nor Pine Drive residents, to create a dynamic where vehicles could pass through the access point in either direction. Because of this, the second request made during those meetings, which I echoed, was the need for a “gate” to prohibit vehicular through-traffic. A chain was installed by the original developer to prevent such travel and worked relatively well. And while the current developer failed to maintain the chain, or any gate for that matter for quite some time, a gate has finally been installed, destroyed, and now reinstalled. This point now seems moot. But it is important to remember that the current developer was very slow to meet this requirement.

Not only has a gate been installed, but a barrier to pedestrian access has been constructed in the form of large, stacked boulders and a landscaped dirt mound.[1] Bold no trespassing signs were also placed on wooden posts which are in violation of the clear and unambiguous grant of pedestrian access by the original developer. I cannot stress enough the intent that pedestrian access be granted across the road that was built. As evidence of this intent, one need only look at the trail system that was built into the Pine Glades development. Every single trail leads to the road and clearly suggests travel over the road to create a continuous flow of pedestrian access. To suggest anything to the contrary is laughable. There were even trail signs placed on trailheads that directed pedestrians to the road, and nowhere else. These were obviously placed there with the permission of the original developer. Finally, this access was used by the public during the ownership of Pine Glades by the original developer. I personally walked, ran, and skied across the road countless times after it was completed, without any objection by Pine Drive residents or the original developer. This brought to fruition the intent to continue the neighborhood dynamic and continue access to and from Snow King.

In the wake of the sale of the development to the current owner, access has been denied. In addition to the creation of the pedestrian barrier discussed above, the Shade Monkey trail has been reclaimed by the developer, its trailhead sign removed, and wolf sculptures placed at, and near, the access point. Art? Maybe. A sad attempt to strike fear into pedestrians? More likely. But the current developer's intent to deny access is clear. The proposed new trail design is unreasonably steep; it cannot be biked. It would be squeezed along the western border of Pine Glades and is a ridiculous attempt to adhere to the pedestrian access promised to our neighborhood and community. Sure, selfishly, I don't want this trail constructed immediately next to my house. But from the greater public's perspective, the public that has enjoyed traversing the Pine Drive loop and accessing Snow King during all four seasons, the developer is seeking to effectively end all access. This trail will be unreasonably steep and slick during the winter months and will remain largely unused…which I suspect is the true intent of the developer. During summer months, many walkers and bikers will be deterred from utilizing the proposed trail because it is simply not user-friendly. It is akin to a ladder.

I have heard from a couple Pine Glades residents that the sound from pedestrians using the road is allegedly intolerable, which justifies denying access. Untrue. Pine Glades is not a private community, was never intended to be so, exists within the densely populated Town of Jackson, and the sound that they must suffer is "suffered" by us all. I live next door and have no such complaint.

I have also heard concerns regarding potential liability to pedestrians who walk across the road. This is ingenuine considering the considerably heightened danger presented by the proposed switchback trail system; flat ground seems far safer to me. And, finally, I have heard a couple of those same residents suggest that they were promised a private community by the developer. *If* the developer made such a representation, which seems surprising given the wealth of evidence to the contrary, then the issue must be resolved between those two parties.

[1] While I do not object to the aesthetic of the dirt mound, I do object to the construction of the boulder barrier and question whether the proper permit was obtained for either.

Neither the Town or Jackson, nor the public who worked with the original developer, have a dog in that fight.

I respectfully request that you deny the trail system proposed by the developer of the Pine Glades subdivision and enforce the right of pedestrian access across the existing road as was intended and agreed upon by the original developer, the Town of Jackson, and the public.

David DeFazio

Jim Woodmencey :: P.O. Box 2221 :: 690 Pine Dr. :: Jackson, WY 83001
Tel = 307-739-9282 :: Cell = 307-690-9282 :: email= jim@mountainweather.com

Date: January 6, 2020
To: Tyler Valentine
Jackson Town Planning Commission
cc: Jackson Town Council
From: Jim Woodmencey
RE: Item P19-262 Amendment to Pine Glades Development Plan

Tyler,

Please accept these as my comments on the latest development plan for Pine Glades

I have been a permanent resident on Pine Drive since we bought our home there in 1987. We have always had pedestrian access across what is now the Pine Glades property for as long as I have lived here on Pine Dr.

Originally, access was via a single-track trail from the east end of upper Pine Dr. across to Snow King at a point just below the present-day Shade Monkey trail.

Before the original developer broke ground more than 10 years ago now, residents of Pine Dr. and vicinity were promised at Town Planning meetings that we would always have pedestrian access to Snow King across this property.

That promise was honored by all previous owners of the property. Even to the point of creating a trailhead and building a connector trail to the newer Shade Monkey trail, to gain access to the upper trail system, Sink or Swim.

This made for a nice year-round walking loop for residents of Pine Dr. & Pine Glades, to connect back via the KC or Champa trail at the bend in upper Pine Dr. This was available for residents and their pets to use, outside of winter closure areas and outside of the Snow King Ski Area boundary.

All was great until about two years ago when the present owner, John Tozzi, began harassing people who were walking through Pine Glades. A wall blocking pedestrian access was constructed and *No Trespassing* signs posted at the end of upper Pine Dr. (along with also enclosing and hindering access to a fire-hydrant), where the Pine Glades gate is now.

Within the last two years, the trailhead in Pine Glades was also removed, during construction of the duplex unit on the property. The property owner had requested that the trailhead be re-located "nearby", it never was!

The new trails proposed by Mr. Tozzi this past summer, starting at the west end of Pine Glades (outlined by On-Sight Surveyors on the maps and with flagging on the property) are completely unacceptable.

The proposed trails are ridiculously too steep at their start, going uphill or downhill from the end of Pine Dr. They would not be mountain bike friendly, as the previous trail was. Nor would they be reasonable for walking on in the winter months (steep and slippery). The previous trail on the property, which was accessed via the Pine Glades road, was of reasonable grade to facilitate walking on all year. Humans, dogs, bikes, skiers, etc. all could negotiate that old trail access quite easily.

In summary, I would ask you to not approve the new trails, as proposed. And, I would ask the Town Planners and Town Council to please recommend that the Pine Glades owner allow pedestrian access to continue as it always has historically. Additionally, I would hope the Town Planners & Town Council would require that the Pine Glades owner restore the old access trail at a nearby location to the old access point.

Very Respectfully,



Jim Woodmencey

Date: January 7, 2020

To: Tyler Valentine
Town of Jackson Planning Commission
Cc: Jackson Town Council
From: Laura Bonich, PE, LEED AP
RE: Item P19-262 Amendment to Pine Glades Development Plan
Tyler and Planning Commission

I am writing regarding the proposed trail system for Pine Glades. As noted in the staff report the Project was approved by the Town based on the Developer's commitment at a public meeting to allow access through the project. In addition, Wyoming state law requires that after 10 years of public access across private property to access public lands public access should be maintained and a prescriptive right of access exists. The trail across the property was used for the last 30 years clearly establishing a public right of access.

I met with the current owner's representative, Mr. Collings regarding the proposed trail system. I was very clear that the proposed trail is not acceptable because it does not facilitate year round access. The Town has allowed the project to block access with no trespassing signs in direct contradiction to the commitment made by the Town and Developers when the project was approved. Previously there was direct winter access to Snow King and the Phil Baux for skiing, walking, biking, snowshoes or cross country skiing. The "trail" proposed by the project is way too steep (will likely have essentially stairs) and I do not see any commitment to heat the steep part or provide weekly snow removal or other maintenance to allow winter access.

All of us cross private property every day. Whether it is at an apartment project, a grocery store a restaurant, alley, parking lot, driveway or private road. The notion that Pine Glades somehow has "special" liability that would prohibit public access is non sense. There are literally thousands of miles of private roads with public access in the United States. I have personally design and stamped plans for private roads in my 30+ year career as a civil engineer. It is common to gate roads for limited vehicle access and allow other modes (walking, skiing, biking etc) of access. In addition, prohibiting these modes goes against every planning principle for good land use and is not allowed by the for USGBC LEED projects.

There is a simple solution – just require the developer to allow non-vehicular access through the project on the existing road as was agreed to by the Town and Developer. You have the ability to require the Developer to comply as part of your discretionary approvals and it is the right thing to do. This access was used extensively up until August of 2018 with no negative impact on the project.

Thank you,

Laura Bonich

645 Pine Drive
Jackson, WY 83001
775-340-5346
lauraabonich@gmail.com

Tyler Valentine

From: Will Bradof <will@localjh.com>
Sent: Tuesday, January 07, 2020 12:02 PM
To: Tyler Valentine
Subject: Pine glades access

Dear Town of Jackson/ planning dept . I am writing to express my frustration in the current state of Pine Glades development in regards to accessing the trails on forest service land . As a 10 plus year resident of aspen drive and pine drive I would hope you do the right thing and ensure that the pibe glades development makes the necessary changes to allow people to access the trails via their road system. As I understand this was a condition of the original development and now it has somehow turned into "no trespassing" signs with gates with boulders , and ditches cut across existing trails to make all feel unwelcome . Please help us make some changes so this new development can at least appear to be part of the community that we live in . Sincerely . Will and Jennifer Bradof, 595 Pine Dr.

Will Bradof
Chef/Owner
Trio | Local
Will@localjh.com
c. 307-690-6460

Tyler Valentine

From: Garth Gillespie <garth@jhexperts.com>
Sent: Tuesday, January 07, 2020 12:25 PM
To: Tyler Valentine
Subject: Snow King Trail System

Hi Tyler,

I am ignorant to what is happening with the Pine Glades development and potential trail closings and rerouting but I'd like to support the neighborhood access that is currently available. Reading on Social Media brought me to the attention that the current developer is trying to close this access... I was here when Pine Glades was designed and developed and I specifically remember the subject trails being discussed and the Town Council or Planning department requiring public access.

Please don't allow private developers change the access as it is important for the local community to have access to the forest which has been in use for over 30 years (GIS photos).

Thanks for your time -
--

Garth Gillespie

(307) 413-5243

Tyler Valentine

From: Jennifer Bragg <jennybragg82@gmail.com>
Sent: Monday, January 13, 2020 8:32 PM
To: Tyler Valentine
Subject: Pine glades commentary

Hi Tyler,
My name is Jenny Bragg. Myself, my husband Jonathan, and our two children live at 45 Pine Glades unit A. We have been Town of Jackson residents for 20 years. My husband works at the Wort Hotel and I own a local business. Being chosen for an affordable home was an absolute dream come true for us. We truly love this community and have worked incredibly hard to be apart of it.
The proposed trail will run within two feet of our home. This two feet extends alongside my bedroom window and also my children's. Not only would this be a complete invasion of privacy, but it would also be a safety risk.
Over the 10 years we have owned our home, we have dealt with numerous disturbances. The last just 6 months ago while I was 7 months pregnant with my son at the end of last summer. A man knocked on my front door demanding that I let him in. After calling the police and being told by an officer, "if I own a gun it would be a good idea to have it readily accessible" and then several days later, finding out he had tried to get into several other homes across the street and had been camping in the woods 50ft from my house. This particular evening I was home alone with my 5 yr old daughter while my husband was at work.
Aside from that we've had numerous issues with dogs in our yard and all that entails over the past decade. People having sex in their cars in the parking lot, finding trash, used condoms and other undesirable items walking from my car to my front door.
Our other concerns are about safety. It's no secret that off leash pets are a growing issue in this community. What happens in the event one of my children are attacked by a dog? Dogs do not consider property lines and it would not be a first as our neighbors mother in law was attacked by a Pine Dr. residents unleashed animal and suffered a tremendous injury of a broken hip.
I am not an unreasonable person, but requesting a public access trail to be placed 2 feet from my home that is literally visible from my shower window is an incredibly unreasonable request.
I'm not interested in cutting off access to public lands for fellow Jackson citizens. It's why we all live here, to enjoy all the bounty this beautiful place has to offer. However, I don't believe the placement of this development has cut off any access at all. There is a trail connector at the west end of the development, and another at the end of Spruce dr. I do not understand the Pine Dr. residents or the towns need for a trail when there are already two.
I also do not understand the need for access to a neighborhood I pay dues that equal one third of my mortgage to maintain. If the town would prefer to take over maintenance I'd be happy to comply with our neighborhood roads being publicly accessible. But I do not understand how the town of Jackson can force Pine Glades residents to pay for road maintenance while granting public access.
I highly doubt any Pine Drive residents would be willing to sacrifice their privacy, safety, & security, if the roles were reversed. Who wants a trail head outside their bedroom window?

Sincerely,
Jennifer Bragg
45 Pine Glades, Unit A

--

Jenny Bragg

Jackson Parlour
307.201.6959
Jhparlour.com
Jennybartistry.com

Tyler Valentine

From: David Defazio <David@defaziolaw.com>
Sent: Monday, January 13, 2020 1:58 PM
To: Laura Bonich; Lea Colasuonno; Tyler Valentine; Jim Woodmencey
Subject: RE: Town of Jackson

Hello Lea –
I echo all of Laura's questions and concerns, and add one observation. Although I find it baseless from the start, the residents of Pine Glades who have voiced concern over liability should recognize that constructing a near vertical "path" surely creates more liability risk than allowing access over flat ground.
I'm sure that Mr. Tozzi has threatened legal action against the Town if Jackson does not grant his request. But please know that legal action is also possible if residents are not granted access that was originally promised as a condition of approval.
- David

From: Laura Bonich <lauraabonich@gmail.com>
Sent: Monday, January 13, 2020 12:51 PM
To: Lea Colasuonno <lcolasuonno@jacksonwy.gov>; Tyler Valentine <tvalentine@jacksonwy.gov>; David Defazio <David@defaziolaw.com>; Jim Woodmencey <jim@mountainweather.com>
Subject: Re: Town of Jackson

Lea,
Thank you for taking time to call me the other day and congratulations on your new position. Regarding the Pine
Glades Project, I was wrong and had not read the the staff report at the time I spoke to you. I have reviewed both the application to amend the Development Plan P19-262, and the staff report dated January 10, 2020. I understand that this will be on the Planning Commission agenda on January 15 at 5:30. If you or other Town staff can clarify any of the following that would be greatly appreciated.

Can the Town of Jackson add additional requirements or conditions to the project since the Project is requesting an amendment to the original approvals that requires Council approval?

If the Town can add requirements then I would request that the Town formally require the Project to allow year round public access on the road as a condition of approval for the Development Plan Amendment.

The following are issues that I believe may provide the Town a reasonable reason to do so. The trail proposed by the developer would allow reasonable access for only about 50% of the year.

- The Town required the Developer to allow access as part of the original approval at a public meeting. This is evidenced in the public meeting recordings and has been verified recently by Town planning staff.
- The Town granted a "variance" to the hill side ordinance and allowed the project to construct a private road only because the project could not be developed if the Town required the minimum public road standard. The only reason the road is private is because the Town would not accept dedication of the non standard road for repair and maintenance. That road variance did not grant the developer the right to prohibit access and there was never any intent by the town to prohibit public access on the non standard road section.
- When the project ownership changed the purchaser clearly knew and understood that there was existing public access as evidenced by the existing well used trail connection near the midpoint of the Pine Glades project; as did each of the individual owners. In addition the current developer, Mr. Tozzi, has the majority of votes and still controls the HOA. Is granting access on the road through the project any different than granting access for a trail on the other HOA owned lots?
- The State of Wyoming allows access across private property after 10 years of public use to access public lands. The "trail" offered by the developer will not allow access 50% of the time as there will be significant snow from Nov 1 through May 1 that makes any use of stairs infeasible (not sure who estimated that the average slope is 10% - clearly much steep in many sections).

- There is no public good or benefit that comes from prohibiting access (it does allow the developer to sell units for more money). I do not believe the Town would allow access to be prohibited if the project was being approved today. Does the developer's request to modify the project entitlements give the Town the opportunity to formally require the access that was originally agreed to? If so why is this not an option in the staff report?

Appreciate your time. Laura Bonich

On Wed, Jan 8, 2020 at 11:23 AM Lea Colasuonno <lcolasuonno@jacksonwy.gov> wrote:

Lea Colasuonno

Town of Jackson

Town Attorney

O: 307.734.3497

C: 307.690.9902

F: 307.734.7068

E: lcolasuonno@jacksonwy.gov

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Additionally, please note that all correspondence, including emails, to and from Town of Jackson employees in connection with the transaction of public business is subject to the Wyoming Public Records Act and that non-privileged communications and correspondence that is it not confidential may be disclosed to third parties.

--

Laura Bonich, PE, LEED AP
775-340-5346
lauraabonich@gmail.com

Tyler Valentine

From: Jim Woodmencey <jim@mountainweather.com>
Sent: Tuesday, January 14, 2020 7:02 AM
To: David Defazio
Cc: Laura Bonich; Lea Colasuonno; Tyler Valentine
Subject: Re: Town of Jackson

There are errors in the staff report regarding existing trails that were removed and or moved.
1) There was never a trail at the end of the cul-de-sac (west end of Pine Glades near gate) that went uphill. There are only faint game trails that exist in that vicinity
The original trail from Pine Drive to Snow King went about where the road is now and part of it was just below the wall. Just below where Pine Glades Drive is now.

2) The trailhead and connector trail that was established by the previous owner and Pathways, approved in 2011, just east of where the existing duplex is now, was never "relocated nearby". An approximately 30 foot connector was added just north of the top end of the tunnel (over the curb) to access the switchbacks on the trail that goes up the face of Snow King. That is not "nearby", it is not a trailhead, and it does not serve the same purpose of accessing Shade Monkey to Sink or Swim as a winter hiking route. (Snow King is Closed to hikers & dogs in winter).

3) The trail connector and trailhead mentioned above was not permanently removed until sometime after 2014, closer to 2017.

4) The new proposed trails (Sections 1 & 2) will require elaborate stairways at the start of these two trails, both above and below the cul-de-sac. These would present a hazard when snow-covered or icy, and essentially render them unusable in winter. That does not satisfy the intent of the original development plan.

The new owner should be required to comply with the Original Approved Trail Plan and the town should honor the promise made that pedestrian access (walk & bike) across this property will always be allowed. That "word" should be as good as anything in writing.

Jim Woodmencey
690 Pine Dr.
PO Box 2221
Jackson, WY 83001 USA
307-733-9616 Home
307-690-9282 Cell

www.mountainweather.com

On Mon, Jan 13, 2020 at 3:57 PM David Defazio <David@defaziolaw.com> wrote:

> Hello Lea –

From: ray beplat
To: Tiffany Stolte
Subject: very opposed to pine glades trail plan
Date: Wednesday, January 15, 2020 3:54:49 PM

I am extremely opposed to the proposed trail between pine dr and wister dr/spruce dr. Just to give you an idea how close this trail comes to my house and garage at 700 pine drive ive attached a photo taken from my front door. The design of this trail down from the pine dr culdesac is clearly to have it as close as possible to the neighboring properties and as far as possible from the precious pine glades townhomes. this trail makes no sense and is not needed. it is literally 25 feet from my front door and deck, drastically affecting privacy and enjoyment of my property. Pine glades new ownership have been terrible neighbors and terrible people to deal with. This whole thing is ridiculous. See attached photo of proposed trail location on north side of pine dr.

Please come up with something better than this unusable, unneeded, intrusive trail.

Ray Beplat
700 Pine DR.

Dear Madam and Sirs,

As concerned citizens, as good faith property owners in the Pine Glades subdivision and as residents of the Town of Jackson, we want to go on record with regard to the issues on the Application for Amendment of the Pine Glades Development Plan, item P19-262. We respectfully file these comments and appreciate the efforts by all members of the Town Planning staff and Commission to address these issues.

1. Overview of Support for Application: We want to be very clear that we, the undersigned homeowners of Pine Glades, support all three of the provisions in the application for Amendment. Given the broad acceptance of two of the items regarding a heated street and the stone additions to the new units, we will focus our discussion on the Application relating to the proposed hiking trails.

A. Overall Position of Undersigned Homeowners: To be 100% clear, while the trails are not perfect for homeowners in Pine Glades development, it is a compromise that is supported by all the undersigned homeowners living on Pine Glades Drive. We believe that substantial effort and cost has and will go into the development of the trails as proposed in the application to the benefit of all residents of Jackson who chose to avail themselves of this opportunity.

B. Trail design: The trail design accomplishes many objectives. It provides ways to access Snow King Mountain. The trails come in close proximity to the homes within the development but are mostly reasonable compromises. The western-most trail is steep as Snow King Mountain is steep. It is not unreasonably so, and in many ways, seems to mirror the steepness of other portions of trails on Snow King. Of course, it will have snow during most winter seasons. Most trails have snow in the winter. This will be no exception and should be well known by residents of Jackson. While most residents believe the proposed trails are a reasonable compromise, however, with regard to the proposed north hiking trail, it does come very close to two condominium units. We would support other viable options to the proposed north hiking trail that eliminates these proximity concerns and understand that the applicant may have already come up with an option to address this matter. In short, the trail design is not perfect from the perspective of the development homeowners but it is demonstrably a very reasonable compromise if the proposed north hiking trail can be modified to effectively address these proximity concerns.

C. Broad Public Easement to Pine Glades Drive: We note at the outset that much of the public comments only tangentially discussed the trail compromise being proposed in the application. Rather, the focus of most commenters opposed to the Application simply turned to the issue of unfettered access to the improved parts of Pine Glades Drive and the private land on Pine Glades. The record should be clear that this, while related, is a very different issue than the question of whether the trail meets the developer's written obligations and is a reasonable compromise to provide trail access. There was never any assumption that the ONLY trail design was one which gives unfettered access to the now improved, paved, snow plowed, well lit from dusk to dawn year round and a well maintained Pine Glades Drive (all of which is paid solely by Pine Glades property owners). Nonetheless, we the homeowners feel the need to address this issue even though it is NOT, nor should it be, part of the consideration for P19-262.

2. Public Record: With regard to unfettered access through a new, previously undocumented public easement through the Pine Glades development, the fact is that the only record of making this public was oral comments in 2007 timeframe. These oral comments were made by the original developer which were NEVER to our knowledge repeated, codified, recorded or confirmed in writing, acted upon in negotiation with the developer, or in any other way materialized to be added to the public records for the Town of Jackson or Teton County. This is a simple fact which, however unfortunate, all the parties must accept. At this very late date, it would be a VERY material change some thirteen years after oral conversations to impose an entirely new right easement for access onto the Pine Glades development and over the land of the good faith purchasers of property. We could go into much greater discussion of the absence of any public access easement but the planning and zoning staff understands this issue in great detail.

3. Practical and design considerations: In addition to the absence of public record supporting public access, there are strong reasons why public access is simply not feasible EVEN had it been authorized:

A. Safety. The project design obviously was not built with the idea of full public use given homeowner’s safety. The overhang means that owners are stepping into a canopy road, or active bike, automobile, motorcycle, skateboard path when they step right outside their front door. There is demonstrated "adolescent" (of all ages) uses of the

pillars on our homes as a make-shift bike and skateboard slalom courses that endangers both the participant and the homeowners.

B. Liability: As private land, there is a presumption of culpability if someone is injured or killed on our property. Will the City grant the Pine Glades residents a complete indemnifications of attorney's fees, court costs, and damages as a result of injuries incurred on the development? Of course it will not. Might people use theories of architectural design, attractive nuisance, negligence in maintenance and the panoply of other arguments to find liability of the home owners? Of course they will if someone is injured or killed. It is not reasonable, years after all conditions were duly negotiated and agreed upon, and the design of the homes approved, and the written assurances that it would be PRIVATE, to impose this huge new liability on private property owners. Other private property owners, including those on the large lots on prominent neighborhoods with sizeable buffer zones between their homes and the road, have the unfettered ability to keep trespassers off their property thereby limiting liability. We have had and should continue to have the same right.

C. Quiet enjoyment of private property: A fundamental tenet of private property is the right to enjoy the property with unnecessary noise. The area must be kept private as the approved design of the units is such that people can stand directly underneath our balconies and under our living rooms. If unfettered public access is permitted, this can and will continue to happen at all hours of the day and night. Unlike some neighbors on other neighboring properties, we have no offsets or buffer on our property. The large lots do not have this concern given the distance from the public road. There is no ability to cure this issue for the existing good faith purchasers in the Pine Glades development.

D. Issues of failure to curb pets: There is a known history and well documented pet abuses that occur. Of course, most pet owners are conscientious about managing their pets, but the ones that are not have made an impact on the residents of Pine Glades.

4. Alleged Developer Transgressions: A number of the commenters outside of our community seemed to focus on alleged transgressions (e.g., topping of some trees, unauthorized landscaping, etc.) by the current owner of the development. We are, however, homeowners in the development, and are good faith purchasers of our homes. We are not the developer nor do we share in his potential rewards or financial exposure. If the developer has taken inappropriate actions, the City

has remedies which they can impose upon him WITHOUT unnecessarily penalizing good faith purchasers who wish to live in harmony under the terms and condition in effect when they purchased their homes.

5. Alleged "Elitism": In addition, a number of the external public comments appear to irrationally and inappropriately accuse the residents of the Pine Glades development of elitism. We are of course offended. We can only surmise that such offensive accusations are made based on frustrations largely born from the fundamental weakness of opponents position (total lack of documentation, good faith homeowner purchaser property rights, etc.) to achieve access to our property.

6. Alleged Recriminations of "un-Jackson like" behavior by Pine Glades residents: There is a huge irony in one of the commenters largely chastising the owners in Pine Glades for effectively not giving to others that which we have paid for (i.e., access to our private property). She does this while simultaneously chastising the Pine Glades home owners for not embodying the "spirit of Jackson." We are again offended by such recriminations when we only seek that which other private property owners have in Jackson (i.e., the ability to enjoy their private property). This person demanded that the zoning and planning commission to (paraphrasing) "just use the leverage that the City has and deny everything (without regard to ANY merit on the other two conditions) and make them give us what we want. Don't be a foolish City, just demand it!" So, this is the type of behavior she would have the City of Jackson adopt and be known for? To have no regard for the written, long established public record of negotiations, written reports, permits granted? No regard for good faith purchasers when you have "leverage" and can change the terms of the long standing public record? No regard for the property rights of bona fide good faith purchasers? The great irony of course is that this is NOT what Jackson stands for nor should it ever stand for.

7. Eminent Domain: The City and County of course enjoy the option of appropriating land under eminent domain for appropriate public uses consistent with the Wyoming Constitution and implementing laws and regulations. This of course is an entirely different proceeding than the present one and involves appropriate compensation for such taking of private property. While we see no such need given the developers proposed trail system and access it will provide, we the homeowners in the Pine Glades development will be obligated to have such discussions with the City under the rules and regulations that govern such

matters. We strongly believe however that it should not come to this given the detailed written record and the reasonable trail proposal in the application of the developer.

Thank you for the ongoing efforts and for our ability to respectfully submit our views. We are happy to provide such additional comments as the planning and zoning commission may request.

Respectfully,

Pine Glades Undersigned Homeowners:

Alex Good & Darrylynn Kaun	260 Pine Glades Dr., Jackson, WY
James & Lucy Wong	242 Pine Glades Dr., Jackson, WY
Charles & Tory Nagle	160 Pine Glades Dr., Jackson, WY
Linda Damiano	164 Pine Glades Dr., Jackson, WY
Tony Hartl	262 Pine Glades Dr., Jackson, WY
Susan Oremus	224 Pine Glades Dr., Jackson, WY
Bryan Shannon Mills	220 Pine Glades Dr., Jackson, WY
Doug & Paige Lee Schrier	240 Pine Glades Dr., Jackson, WY
Bill & Stephanie Binch	244 Pine Glades Dr., Jackson, WY
Jeff Hussey	220 Pine Glades Dr., Jackson, WY

From:	Laura Bonich
To:	Hailey Morton Levinson; David DeFazio; Jim Woodmencey
Subject:	Pine glades non vehicular access
Date:	Monday, February 03, 2020 8:35:02 AM

Hailey
If you have 10 minutes in the next few days we would like to meet with you or set up a conference call to discuss requiring pine glades to record an access easement on the road to allow non vehicular access. The council will hear this issue on February 18. The original project application and developers commitment at a public meeting (tape verified by staff) said year round access would be allowed on the road. The city never made sure that the access easement was recorded with the original approvals and so none exists. The developer is asking for changes to the project giving the town the opportunity to require a recorded access. The best example was testimony at the planning commission meeting when another resident essentially said this is not jackson when a 10 year old can not walk to his friends house (in the workforce units) without someone calling the cops. Access had been allowed until recently when the project posted no trespassing signs and constructed a big rock wall to block entry. Appreciate your time and everything you do. Laura

Laura Bonich, PE LEED AP
C: 775.340.5346

February 4, 2020

Town of Jackson Planning and Building Department
Attention: Tyler Valentine
PO Box 1687
Jackson, WY 83001

Tyler Valentine,

I am writing to express my position on the trail, uphill of the cul-de-sac, being proposed at the west end of the Pine Canyon Development. This trail is redundant and unnecessary. There is a trailhead on Pine Drive 440 yards west of the proposed trail that allows for pedestrian and bike access to the Snow King trail network. Most hikers and bikers have to pass right by the Pine Drive access in order to get to the proposed access point. Given the hazards associated with slope development, it makes little sense to disturb this pristine hillside when a well designed access point that accommodates pedestrians and bicycles lies just 440 yards to the west.

The Town of Jackson, Pathways, USFS, and undoubtedly others have cooperated to put together a fantastic and well maintained trail network on Snow King mountain, and all of the residents within the two arcs on the attached map have to walk at most the equivalent of one lap around a school track to get there.

Sincerely,

Mark Oblack
266 Pine Glades Drive

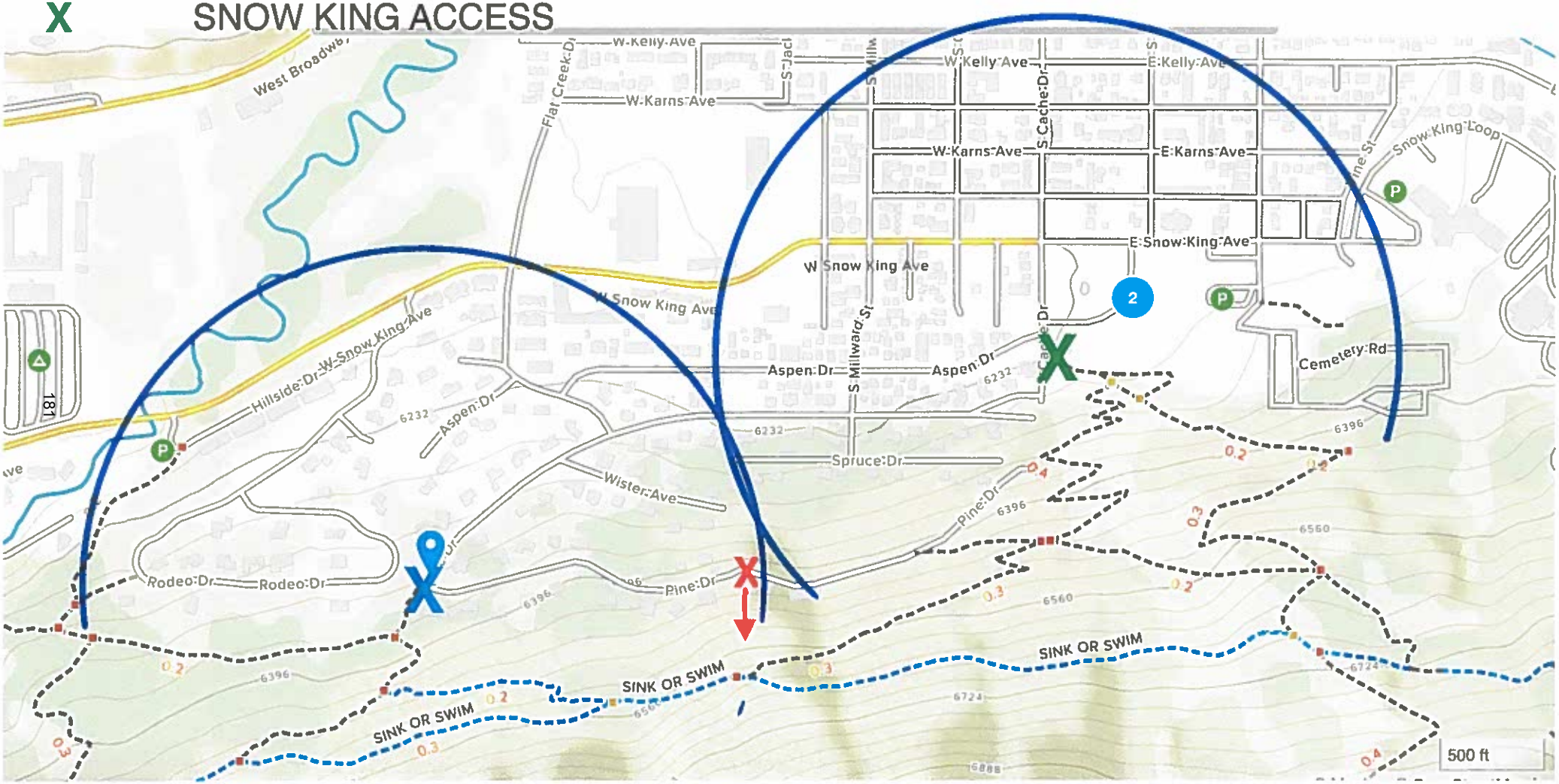
Attachments: 440 Yard Access Map

440 YARD ACCESS ARC

X REDUNDANT PROPOSED UPHILL ACCESS

X PINE DRIVE ACCESS

X SNOW KING ACCESS



From:	Laura Bonich
To:	Tiffany Stolte; Tyler Valentine; David DeFazio; Jim Woodmencey; Town Council
Subject:	Pine Glades compliance requiring non vehicular street access
Date:	Wednesday, February 05, 2020 9:06:32 AM
Attachments:	image.png image.png image.png

Planning Commissioners,
Below is an excerpt from the compliance letter addressed to the Pine Glades project from the Town date 5/28/19 stating that the Project is not in compliance with the street access requirements. The letter can be found starting on pdf page 65 of your staff report. The proposed trail in the current application is in no way equivalent to year round street access and should not satisfy the compliance requirements identified in the letter. The compliance letter states that the Project may not receive additional approvals until the project is in compliance. Please condition the project to provide a non vehicular street access easement prior to the project receiving any additional approvals. Please do not remove the project requirement for operation of the street snow melt system (which will likely save the residents at least $1M over the next 10 years) until the access is granted. It is not fair for the Town to remove this requirement but not enforce the street access requirement.
On Page 2 Town Letter dated 5/28/19

Glades Final Development Plan"). Under each heading is a description of a specific development obligation, status of compliance, and a reference to attached exhibits.

ROADWAYS: Non-Compliant with Pine Glades PUD

As part of the Pine Glades PUD the Applicant committed, both verbally and in writing, to provide public non-vehicular/non-motorized access across, over and on the site's roadways. The complete public record memorializing this obligation is provided below (Exhibits A – H).

EXHIBIT A: *Letter from Jackson Hole Community Pathways to the Town Planning and Building Department related to the approved Variance (P07-076) to develop on a lot with slopes greater than twenty-five percent (25%). The letter commends the original Developer (Dave Taylor) on their willingness to include public access across, over and on Pine Glades PUD for non-motorized users.*

EXHIBIT B: *Transcription of David Taylor (original developer) on record at the Jackson Town Council meeting on January 7, 2008 committing to the Jackson Town Council that the Pine Glades PUD would be open to the public and that the public would have non-vehicular access through the interior roads to access trails.*

EXHIBIT C: *The narrative section (5 pages taken from the project summary) of the Final Development Plan pledging that the updated project plan specifically included public access to the trail heads in the Pine Glades PUD from Pine Drive and Spruce Drive (page 2). In addition, the last two pages under headings Section 2170.J.11 Streetscapes states 'Nevertheless the proposal includes pedestrian pathways, in the form of public trail access easements fronting the lower row of buildings, allowing pedestrians access from the Pine and Wister Drive neighborhoods to the Snow King Ski Areas and Bridger-Teton National Forest'. Furthermore on the last page, it states that 'the development will provide at least four pedestrian access easements across the property providing a link from the neighborhoods west to Snow King slopes and beyond...'*

EXHIBIT D: *The approved Final Development Plan trail map identifying all trails within the Pine Glades PUD as 'Public Ski/Hiking Trails' which directly connect to the roadways.*

EXHIBIT E: *The recorded Subdivision Improvement Agreement which, on page three under 'Public Pathways,' describes the developer's obligation to build the trails delineated on the trail map as 'Public Ski/Hike Trails' (see also EXHIBIT D).*

EXHIBIT F: *The approved Minor Deviation (P11-025) for a requested trail relocation with attached Town of Jackson departmental reviews discussing obligations for trail signage at the Cache Street and Pine Drive access points. The documents states that 'the applicant shall not obstruct public access on the proposed pathway'. Furthermore, this document includes a review comment that states 'the applicant shall not obstruct public access on the Town of Jackson access easement designated as "GCE Roadway" on the Pine Glades Townhomes Phase One Addition plat'.*

EXHIBIT G: *The recorded plat for the Pine Glades Townhomes Phase One Addition which states that the Town of Jackson is granted an access easement across the entire GCE Roadway (under the Certificate of Owner, first column, 5th from the bottom). The second page is the actual recorded plat showing the GCE Roadway.*

And on Page 3

Based on the fact as evidenced in the public records described above and attached hereto, the Applicant was required to provide public access across, over and on the Pine Glades PUD roadways. This was verbally promised by the Developer (Dave Taylor) before the Town Council, was referenced in the FDP proposal, was clearly identified on the approved trail map, was clearly identified in the SIA, and was further a condition of approval with both Minor Deviations related to trail relocation.

And on Page 6

1: The following compliance issues must be resolved as indicated below. Failure to resolve these issues by the assigned deadline will result in the Town referring the issue to the Town of Jackson Code Enforcement Officer, in accordance with Land Development Regulation Division 8.9.2, and may prevent the issuance of further approvals and/or permits for the Applicant pursuant to Land Development Regulation Division 8.9.3.

- Public Access - Signage: The Pine Glades PUD required the installation and maintenance of signage indicating the right to public non-vehicular/non-motorized access across, over and on the site. The currently installed "No Trespassing" signage erected at two locations on the site violates terms and conditions of the Pine Glades PUD. All 'No Trespassing' signs must be removed by **June 1, 2019**. In addition, a new sign plan that is consistent with the approved Final Development Plan must be provided to the Town Planning Department by **July 1, 2019**.
- Public Access - Boulders: The Pine Glades PUD required public non-vehicular/non-motorized access across, over and on the site. However boulders have been installed adjacent to the break-away gate, thus restricting pedestrians and bicyclists from accessing the site. This violates the terms and conditions of the Pine Glades PUD. The boulders must be shifted to allow at least four to six (4-6) feet of space for bicyclists and pedestrians to freely access Pine Glades Drive and the area must be inspected by the Town no later than **July 1, 2019**.

Thank you,

Laura Bonich, PE, LEED AP
645 Pine Drive
775-340-5346
lauraabonich@gmail.com

February 21, 2020

Jackson Planning Commission
Jackson Town Council
Jackson Planning Department sent via email tvalentine@jacksonwy.gov
P.O. Box 1687
Jackson, WY 83001

Re: Pine Glades

Dear Ladies and Gentlemen,

I was a limited partner and the principal investor in the Pine Glades development from inception, ultimately becoming the sole developer a few years later. I remained the Pine Glades developer until I sold the remaining unbuilt part of Pine Glades in 2017. I retain ownership of a townhouse unit in the development have followed the recent efforts to gain approval of a trail across Pine Glades.

During the initial review and approval of the Pine Glades development, the neighbors on Pine Drive were adamant that no additional traffic pass in front of their houses even though Pine Drive is a town street. Their vitriolic opposition to any additional traffic forced me to spend $15,000,000 to construct a tunnel for Pine Glades residents to travel in the opposite direction. There was never any intention for the Pine Drive neighbors to have access to the private Pine Glades Drive and tunnel after it was built, regardless of any verbal statement made by the initial developer.

The proposed trail across the Pine Glades development which does not require access to the private road and tunnel is a suitable effort to accommodate neighbors who live near Pine Glades. It should be approved and the rights of private property owners should be preserved.

Sincerely,

Jeff Hussey
Pine Glades Investor and Developer




From: Jennifer Bragg [mailto:jennybragg82@gmail.com]
Sent: Tuesday, March 03, 2020 11:51 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Pine glades trail easement

Hi Tyler,

I hope this email finds you well!

Bill Collins, John Tozzi, & Dave Meyer have been around the house working on a new trail proposal. I just wanted to send some pictures to you that we took from our front door so that you could see the impact rather than from a few lines on paper.

This is even closer than the last proposed trail so I'm kind of confused as to why this would be "better" but we'll all hash it tomorrow at the meeting I guess.

Thanks so much!

Jennifer Bragg

45 A Pine Glades

307.690.7851

February 21, 2020

Jackson Planning Commission
Jackson Town Council
Jackson Planning Department sent via email tvalentine@jacksonwy.gov
P.O. Box 1687
Jackson, WY 83001

Re: Pine Glades

Dear Ladies and Gentlemen,

I was a limited partner and the principal investor in the Pine Glades development from inception, ultimately becoming the sole developer a few years later. I remained the Pine Glades developer until I sold the remaining unbuilt part of Pine Glades in 2017. I retain ownership of a townhouse unit in the development have followed the recent efforts to gain approval of a trail across Pine Glades.

During the initial review and approval of the Pine Glades development, the neighbors on Pine Drive were adamant that no additional traffic pass in front of their houses even though Pine Drive is a town street. Their vitriolic opposition to any additional traffic forced me to spend $15,000,000 to construct a tunnel for Pine Glades residents to travel in the opposite direction. There was never any intention for the Pine Drive neighbors to have access to the private Pine Glades Drive and tunnel after it was built, regardless of any verbal statement made by the initial developer.

The proposed trail across the Pine Glades development which does not require access to the private road and tunnel is a suitable effort to accommodate neighbors who live near Pine Glades. It should be approved and the rights of private property owners should be preserved.

Sincerely,

Jeff Hussey
Pine Glades Investor and Developer

From:	Jim Woodmencey
To:	Tyler Valentine; Tiffany Stolte
Subject:	Pine Glades
Date:	Wednesday, March 04, 2020 10:44:21 AM

I will attend the meeting tonight, however, in case public comment is not taken on the Pine Glades proposal I would respectfully request that you require wording in the revised development that allows pedestrian access through Pine Glades, from Pine Drive.

If the newest owner (Tozzi) is requesting changes to the development plan, then this is the time for the Town to step up and say: "We'll grant your changes, if you accept the additional request to set the record straight as far as pedestrian access".

This is what was promised originally and what has been honored by all previous owners for more than 10 years. (And for as long as I have lived on Pine Drive, 33 years).

Please put it writing this time!

V/R
Jim

Jim Woodmencey, meteorologist
MountainWeather
PO Box 2221
Jackson, WY 83001 USA
307-739-9282 Office
307-690-9282 Cell

www.mountainweather.com

From: Laura Bonich
To: Pete Muldoon; David DeFazio; Jim Woodmencey
Subject: Pine Glades Public Access
Date: Friday, March 06, 2020 8:20:21 AM

Mayor,
The Pine Glades project amendment (P19-262) will be on the Town Council Agenda for Monday, March 16th. If possible we would like to meet with you next week to discuss our concerns. We are asking the Town to condition the project, as part of the approval of this application, to record a public non motorized access easement on the HOA parcel that is the the Pine Glades road connecting from the tunnel to Pine Drive. This is consistent with the original project approvals (and referenced in 8 project documents identified by staff) and would allow year round access. Jim Woodmencey, David DeFazio and I could meet at the end of Pine Drive where the gate is if you would like to see the project area or at any time or place that is convenient for you. Appreciate your time.
Happy Friday. Laura

--
Laura Bonich, PE, LEED AP
775-340-5346
lauraabonich@gmail.com

From: Tiff Stolte
To: tvalentine@jacksonwy.com
Cc: Tiffany Stolte
Subject: Pine Glades
Date: Wednesday, March 11, 2020 2:41:07 PM

Hi Tyler - I would like to express my concerns for building a new trail in Pine Glades.

1. Pine Glades should allow pedestrian and bicycle access on the road. Other private roads in town allow pedestrian and bike access and it works. It allows for movement through the neighborhood and allows for positive neighbor relationships.

2. Building a new trail will be very expensive and I don't believe that Pine Glades needs more expenditures at this time. In the 5 years we have lived in the Pine Glades Neighborhood our HOA dues have increased twice and we have received an assessment fee. The Pine Glades HOA Dues are extremely high and increasing regularly. The neighborhood includes 9 affordable and workforce homes. Having HOA dues increase regularly and receiving an assessment in the first 5 years makes living in a expensive town even harder. We are part of the workforce for Jackson and I would like us to be part of the town and community. I am extremely concerned that the Developer, John Tozzi will pass all or part of the trail building on to us through increased in HOA dues or additional assessment fees.

Pine Glades has become an unfriendly neighborhood. We live in a beautiful area where people love to walk and bike. I believe strongly that we should allow pedestrian and bicycle access on Pine Glades Drive. I do not support the Master Plan Amendment.

Best,
Tiffany and Scott Stolte
40 Pine Glades Drive

Tyler Valentine

From: Laura Bonich <lauraabonich@gmail.com>
Sent: Monday, April 06, 2020 9:25 AM
To: Tyler Valentine; David DeFazio; Jim Woodmencey
Subject: Re: Pine Glades - Monday Town Council

Tyler,
It appears that entire areas of trees have probably been completely removed in front of some of the existing units in Pine Glades in addition to the more obvious trees that have been topped. I am writing to request that the Town require the project complete a comprehensive tree survey of the entire property and compare the new tree survey to the original survey to identify the magnitude of the violation related to illegal removal of trees. Greg Prugh and Matt Faupel have both independently estimated that the increase in value of the existing market rate units, which did not have any views when they originally sold, and have views now, is at least an additional $500,000 - just for the view. Similarly the new duplex units are each worth an additional $500,000 with the trees topped. I am asking that staff recommend the Town defer any decisions related to the Pine Glades project until the the tree survey is completed and the Town understands the magnitude of the violation and can recommend appropriate mitigation. One suggestion could be to require ALL outdoor lighting be placed on motion sensors and/or turned completely off after 10 pm (this is common in jurisdictions that have strict night sky ordinances). This would help mitigate for the visual impacts separately from the need to compensate for the mature tree removal. FYI - If you go out to town square after dark and stand on Cache and look up at the hill its pretty obvious how "exposed" the Pine Glades project has become.

Thanks Laura

On Thu, Apr 2, 2020 at 11:02 AM Tyler Valentine <tvalentine@jacksonwy.gov> wrote:

Hello,

Due to the Coronavirus situation, the Town is temporarily conducting public meetings/hearings through various technologies to enable remote access and reduce (or eliminate) physical attendance.

Pine Glades will be the first Planning item on the agenda. Town Council has stated that this item will start at 6:20pm. This item will be allotted 1 hour on the agenda, after which, the item will continued to the next regularity scheduled meeting.

Members of the public that want to comment on Pine Glades remotely will need to use Webex through their computer or smartphone. They will be able to see the proceedings but we will not be able to see them. When the time for public comment arrives for an item (as determined by the Council and/or staff moderator), the public will need to use the "raised hand" function to alert the chair/staff that they would like to speak. Once acknowledged, staff will unmute the member of the public and they will be able to speak. This will be done until all members of public have spoken.

- Important Tip: Download Webex: A Webex link to the Monday's meeting will be available through the Town of Jackson website, specifically under 'Agendas & Minutes', then click on "Town Council Regular Meeting'. Once open, a link to Webex will be at the top of the page. Use the link to download the program onto your computer. It takes about 5 minutes. So please install Webex as soon as you can before the meeting starts. Once installed, you will enter your name and email, then click the 'join' button.

Alternatively, if neither of the above options are available or preferred, you may submit emails addressed to the project planner or Town Council.

Finally, members of the public may speak in person if they are uncomfortable with Webex. If members of the public wish to comment in person, the following are helpful reminders:

- You may be speaking to an empty room as many of the Council members are also using the Webex platform to participate remotely.

- Due to the Public Health Order to not have more than 10 people gathered together, staff will ensure compliance by moving public/applicants into the chamber on an as-needed basis, while all others will wait outside the chambers for their turn. This may also mean waiting in your vehicle depending on weather and preference.

If you have any questions, please email me at tvalentine@jacksonwy.gov. We are continuing to work through these difficult times and your patience ahead of time is greatly appreciated.

TYLER VALENTINE

SENIOR PLANNER

TOWN OF JACKSON

P.O. BOX 1687

JACKSON, WYOMING 83001

(P) (307)733-0440

(F) (307)734-3563

TVALENTINE@JACKSONWY.GOV

WWW.TOWNOFJACKSON.COM

--

Laura Bonich, PE, LEED AP
775-340-5346
lauraabonich@gmail.com

Tyler Valentine

From: Laura Bonich <lauraabonich@gmail.com>
Sent: Monday, April 06, 2020 11:31 AM
To: Tyler Valentine; Jim Woodmencey; David DeFazio
Subject: Pine Glades existing trail p14-062 to the new duplex

Tyler,
Can you please also consider requiring the developer to re-vegetate the trail that connects from the duplex up to sink or swim and post signs at the national forest boundary prohibiting access to **and from** the Pine Glades property. Right now the Pine Glades residents have a private access to sink or swim from their project (supposedly "removed" according to your staff report). They use this access daily to get to the trail system (even all winter) as it is a nicely switch backing trail that even I can bike up :) It only seems fair that they should have to access the public trail system just like every one else - via the proposed stair case (which is in no way equivalent to the current project access). Thanks again. Laura

--
Laura Bonich, PE, LEED AP
775-340-5346
lauraabonich@gmail.com

Tyler Valentine

From: Laura Bonich <lauraabonich@gmail.com>
Sent: Monday, April 06, 2020 7:35 PM
To: Tyler Valentine; David DeFazio; Jim Woodmencey
Subject: Pine Glades Title report

Tyler,
Super disappointed you keep referring to the individual property owner title reports as if that has some standing or bearing on the road HOA lot. Title reports and thus title insurance are for the lot (Assessor parcel number) that is being purchase/financed. Given the number of HOA lots that are included in the Pine Glades property it is highly unlikely (and there would be no reason for the title company to pay/charge to do so) that any one would pay to have a title report prepared for all of the HOA lots. Title reports provide a brief summary and certify that the property does not have a lien or taxes due or other liabilities etc. The further likelihood that someone would pay the title company to actually pull and print all of the easements recorded over all of the HOA lots and then read those easements to see what they actually allow or convey to the HOA is even less likely. The fact that a home owner had a title report done on their property has nothing to do with the HOA lot.

--
Laura Bonich, PE, LEED AP
775-340-5346
lauraabonich@gmail.com

Tyler Valentine

From: Laura Bonich <lauraabonich@gmail.com>
Sent: Monday, April 06, 2020 8:36 PM
To: Jim Woodmencey; David DeFazio; Tyler Valentine
Subject: Pine Glades Bonich Comments April 6, 2020

The issue is simple. There is no question that the project was approved by the Town Council with the agreement that year round access would be provided through the project. The same year round access in approximately the same location that has existed for 30 years. The Town staff cites 8 documents where this access is identified in the staff report. The applicant is misleadingly glossing over the requirements in the **written record**. The Subdivision Improvement Agreement identifies the developers access requirements. P11-025 states "***the applicant shall not obstruct public access on the Town of Jackson access easement designated as GCE Roadway on the Pine Glades Townhomes Phase 1 Plat.***" We all know now that the required access was not recorded. Lack of a recorded access is the single issue that you can rectify by requiring the access as a condition of approval of this amendment.

The subject of this amendment requested by the project is the HOA lot that provides road access to the project and connects to existing Pine Drive. The HOA road lot has a snow melt system in it that was required as part of the project approvals. The project is requesting that the Town change this project requirement and abandon this system. Town staff estimates in the staff report that this will save the HOA in excess of $1 million dollars over 10 years. So again its simple - require access in this same HOA lot as a condition of approval of this request. This can easily be accomplished by simply amending the access already granted to the town for access to the water and sewer facilities located in this HOA lot.

The project should not be rewarded by the Town by allowing them to create the only privately gated project that physically bars non vehicular access and creates the only exclusive enclave for rich residents who can afford to purchase town home units already valued at double the median price of any home in Jackson.

A private exclusive enclave for the rich was never the intent of the project approval which clearly requires public access. The proposed trail is prohibitively steep and would allow access for about 4 months a year. It would not facilitate bike access or access for skiing both of which are specifically identified in the project approvals identified by staff. In addition trail construction would require removal of additional trees as I will explain below the existing residents have every reason to support more tree removal.

There have been multiple intentional and egregious violation of the project approval requirements, 18 of which are identified in the Town compliance letter. Significant financial gain for the market rate units has been created by the removal and topping of trees in front of the existing units and the new duplex. Two prominent real-estate agents have independently estimated that the increase in value for the existing units where the trees have been removed and topped is $500,000 per unit. A half a million dollars in gain for each resident who has trees illegally removed in front of their unit.

The Town should require a comprehensive tree survey of the entire project for comparison to the original tree survey to understand the magnitude of the violation which has occurred due to illegal tree removal prior to any action or decision related to the current project amendment requests.

There is no reason, either nuisance, noise or dogs or liability which would prohibit the public access that was a project requirement. It is no different than if they lived on any other street in Jackson, not unlike one town hill or any of the townhomes anywhere in Jackson. At the same time they paid their consultant to identify 600 plus locations in Town where existing residences are within 17 feet of public trails to justify constructing a trail right next to the affordable Pine Glades units. I trust you all can see the irony of its ok to walk by the $300,000 unit with dogs but not by the $3M dollar

unit. Please note that you are unlikely to hear anyone advocate for this trail except those in the market rate units who are trying to create an exclusive enclave accessible only to the very wealthy.

This is not who Jackson is. If my son takes his skis to walk over and skin up Snow king or goes to visit a friend in the affordable units that should not result in the very wealthy being able to call the police. You have the ability to tonight to require the project allow access as a condition of approval on the same HOA lot that is the subject of this amendment. We are counting on you to enforce the original project approval. Thank you

--

Laura Bonich, PE, LEED AP
775-340-5346
lauraabonich@gmail.com

April 3, 2020
Mayor Pete Muldoon
Vice Mayor Hailey Morton Levinson
Jim Stanford
Arne Jorgensen
Jonathan Schechter (delivered via email)

Re: Pine Glades Trail Plan (P19-262)
April 6, 2020 Council Agenda

Dear Mayor and Council;

As homeowners in Pine Glades we have closely followed the trail plan that is proposed for our neighborhood and is on your agenda for approval. We participated in the Planning Commission meetings on this application and we wish we could appear at Monday's meeting to speak in our own words, but out of respect for the cautionary procedures you enacted in response to the pandemic, your busy schedule and the gravity of the health and economic crises we are facing, we have formed the following unified statement as neighbors to the trail plan. We ask that you accept these written comments with all of the attention and deliberation you would give if they were verbally presented in person.

1. We support all three parts of the application on the April 6, 2020 agenda including the proposed trails. While we do not think the trail plan is perfect, we agree it is a reasonable compromise and the overwhelming majority of the homeowners support approval of this plan.

2. Much of the public comment from the neighboring Pine Drive residents only tangentially discussed the trail plan. Three residents from Pine Drive have consistently advocated that the general public be granted non-vehicular access on the private roads in Pine Glades. We very much oppose public access on the roads for the following reasons.

3. As Pine Glades homeowners, we have owned and maintained the roads and tunnel throughout our Neighborhood since 2010. In addition to paying the financial costs for this responsibility, we also have legal liability if anyone is injured or killed on these roads or in the tunnel. When approving Pine Glades in 2008, the Town Council deliberately resisted any financial or legal obligation for the construction and maintenance of Pine Glades roads and tunnel, and therefore the roads and tunnel were approved with the ownership and all responsibilities being privately held.

4. The roads and tunnel are not designed for public access. One travel lane of the road passes under building overhangs and immediately in front of our entrance doors and garages to our homes. Walkers, bikers, skateboarders and vehicles pass within a couple of steps of our front doors and there have been several near collisions with bikers, skateboarders and vehicles passing by our front doors and garages. The tunnel is especially dangerous for walkers and bikers and we all are aware of an alarming instance with a biker fell in front of a vehicle going in the opposite direction that was rounding the curve in the tunnel. Thankfully, the driver was traveling slowly, paying attention and was able to stop with the biker laying in front of his wheels.

5. Prior to each of us purchasing our Pine Glades homes we performed due diligence. We reviewed all recorded documents and subdivision plats, documented decisions and approvals by the Town Council and town staff. Each of us received professional title reports. Nothing in this extensive file granted public access on the private Pine Glades roads or described any intention to do so. Any public access on the private roads now would create a material change for every homeowner in Pine Glades.

6. As owners of our homes, and the roads and tunnel via our HOA, we wish to enjoy the quiet rights allowed to all property owners throughout the town. We have a long history of disturbances that seem to gravitate to Pine Glades. The columns under our building overhangs have served as makeshift slalom courses for skateboarders, loud and rowdy walkers have passed under our overhangs (which are below our living rooms and dining rooms) and by our front doors late at night, and the relative remoteness seems to grant permission for dog owners to allow their dogs to roam free and for late night parking for teenagers. There is much more we would say if our community were not coping with a severe health crisis and normal meeting procedures were possible. Nonetheless, we respectfully request that our basic concerns are heard and considered as though we were presenting them in person. Thank you for the ongoing efforts to lead our community during these most difficult times. We are happy to provide additional comments if it becomes necessary.

Respectfully,
Pine Glades Undersigned Homeowners:

Alex Good & Darrylynn Kaun 260 Pine Glades Dr., Jackson, WY
James & Lucy Wong 242 Pine Glades Dr., Jackson, WY
Charles & Tory Nagle 160 Pine Glades Dr., Jackson, WY
Linda Damiano 164 Pine Glades Dr., Jackson, WY
Tony Hartl 262 Pine Glades Dr., Jackson, WY
Susan Oremus 224 Pine Glades Dr., Jackson, WY
Bryan Shannon Mills 220 Pine Glades Dr., Jackson, WY
Doug & Paige Lee Schrier 240 Pine Glades Dr., Jackson, WY
Bill & Stephanie Binch 244 Pine Glades Dr., Jackson, WY
Jeff Hussey 220 Pine Glades Dr., Jackson, WY

Tyler Valentine

From: Lea Colasuonno
Sent: Monday, April 06, 2020 7:49 PM
To: Sandy Birdyshaw; Tyler Valentine; Paul Anthony
Subject: FW: Pine Canyon Concerns

This appears to be public comment and should be in the record, but only came to me.
FYI
L

Lea Colasuonno
Town of Jackson
Town Attorney

O: 307.734.3497
C: 307.690.9902
F: 307.734.7068
E: lcolasuonno@jacksonwy.gov

This communication constitutes an electronic communication within the meaning of the Electronic Communications Privacy Act, 18 U.S.C. Section 2510, and its disclosure is limited to the recipient intended by the sender. This transmission and any attachments to or information in this message may contain confidential information, attorney-client privileged information, and/or attorney work product. Subject to the express written consent of the sender, any distribution, copying or other use of this communication, attachments or information in it is prohibited. If you are not the intended recipient or otherwise receive this communication in error, please notify the sender by return email, fax or telephone and delete this email and otherwise destroy the original transmission, attachments and any copies of it without reading or saving it in any manner.

Additionally, please note that all correspondence, including emails, to and from Town of Jackson employees in connection with the transaction of public business is subject to the Wyoming Public Records Act and that non-privileged communications and correspondence that is it not confidential may be disclosed to third parties.

From: david lloyd <dglloyd2000@yahoo.com>
Sent: Monday, April 6, 2020 7:44 PM
To: Lea Colasuonno <lcolasuonno@jacksonwy.gov>
Subject: Fwd: Pine Canyon Concerns

Ms. Colasuonno:

We just finished "attending" via Webex the portion of the Town Council meeting regarding Pine Glades Drive. I am resending the email that was sent last summer because I believe the issues are still pertinent and did not get a chance to be heard this evening.

I look forward to having the opportunity to read this into the record either before or during the next Council meeting.

Regards,

David Lloyd
222 Pine Glades Drive

Begin forwarded message:

From: david lloyd <dqlloyd2000@yahoo.com>
Subject: Pine Canyon Concerns
Date: June 18, 2019 at 5:51:33 PM MDT
To: lcolasuonno@jacksonwy.gov

Dear Ms. Colasuonno,

I reside at 222 Pine Glades Drive and am writing to express my concerns regarding the Town of Jackson's position regarding access to our private property at the Pine Canyon development.

My concerns are grouped into three buckets – liability, fairness, and personal responsibility.

First, I am concerned about having unrestricted access to our private property from a liability standpoint. If someone other than a resident or guest is injured on our property because we are forced to provide them access, is the Town going to indemnify us for their injury? If I slip on a street or sidewalk in Town, I don't believe I can hold the Town responsible. However, it is my understanding that this liability could pass through to a private owner (in this case, the Pine Canyon residents) if access is allowed to our private property. I do not think this is fair or reasonable.

Second, to my knowledge no easement has ever been created or recorded to allow public access through our property. Many, if not all, of the owners relied on a title search that showed no such easement. To retroactively change this now without any form of compensation is not fair. I understand that "promises" may have been made by the initial developer, but if these promises were not memorialized or recorded, how were we to know of them when we bought our property? I'm sure other landowners in Town wouldn't want to have an easement retroactively forced upon them.

Finally, my understanding of what the Town has proposed allows people to use our driveway and walkway at their discretion. Our experience while living here is that most people are respectful of that privilege, however there have been several incidents involving people not having their dogs under control on our property that have resulted in injuries or scares to my fellow residents. Additionally, far too many times people using our property as a throughway don't clean up after their dogs and we are left to deal with the aftermath. A Pine Drive resident said at the Committee meeting in April that it was "part of living in Jackson". However, I don't think these residents would appreciate me letting my dog wander freely up their driveway and to their front door to defecate. That is exactly what happens here since the entire road is effectively our driveway. I would encourage you to see this for yourself.

I appreciate your taking the time to consider my position. I would be glad to discuss this further at your convenience.

Sincerely,

David Lloyd
222 Pine Glades Drive

Tyler Valentine

From: Sandy Birdyshaw
Sent: Monday, April 06, 2020 8:16 PM
To: Town Council
Cc: Tyler Valentine; Paul Anthony; Tiffany Stolte
Subject: KJ Morris 04-06 Pine Glades

Hello,

Passing this public comment along for your review.

Thank you,
Sandy Birdyshaw

From: KJ Morris <kj@morrisjh.com>
Sent: Monday, April 6, 2020 7:27 PM
To: Public Comment <publiccomment@jacksonwy.gov>
Subject: 04-06 Pine Glades

Dear Town Council,

KJ Morris
160 Pine Drive

As Bill Collins has said, Dave Taylor made promises, But In truth he made many more that did not come to fruition. anyone tee me er his desire to straighten south Cache and create diagnoses parking and plant trees... he called is SoJo.

But this issue of access thru the Pine Glades site was a crucial component of neighbors relaxing our concerns of the Pine Glades development overall.

Our concerns were greatly tested during horrific construction of basically removing the face of Snow King designed so that Dave Taylor would not have to deal with upper Pine Drive neighbors who had previously held up other developers. Toxic materials left to waste in the site for years. Short term rental folks speeding in and out of the tunnel. It's not been great since tunnel town was built.

I'm sad to hear that folks living in the affordable units are also living with broken promises.

Pine Drive, Wister and other surrounding immediate streets are an established and close knit neighborhood, we know eachother and have regular block parties and holiday gatherings. So don't worry we are all listening Right now and hoping you make a decision that is truly of Jackson and is neighborly. Visit Pine Drive Neighbors on FaceBook if you like.

Thank you for your consideration of the Pine Drive Neighborhood.
KJ

KJ Morris
Shelter Design Studio
307.690.4652

April 6, 2020

Mayor Pete Muldoon
Vice Mayor Hailey Morton Levinson
Jim Standford
Arne Jorgensen
Jonathan Schechter

Re: Pine Glades Development Plan P19-262
04/06/2020 Regular Council Meeting

Dear Town Council,

My comments are regarding the proposed trail uphill of the cul-de-sac.
See page 32 title block Sheet C1.
The construction of this proposed trail is on a 50% grade.
See Inset for grade "EXISTING 2:1 SLOPE" — a 2:1 is a 50% grade

Statement for the public record:

I am opposed to the proposed trail uphill of the cul-de-sac because it threatens the health, safety and welfare of the community. This trail is unnecessary because there is a public access point 400 yards to the west with better accessibility.

The Town of Jackson has developed standards to protect the health, safety and welfare of the community. The following is the town LDR regarding steep slopes.

Div.5.4. Natural Hazard Protection Standards

The purpose of this Division is to limit development in naturally hazardous areas. Development in hazardous areas threatens the health, safety and welfare of human inhabitants, steep slopes, poor soils, avalanche chutes, floodplains, dense forest and areas along fault lines offer unique opportunities for interaction with the environment, but when natural events do occur in these areas the results can be disastrous.

5.4.1.A. Slopes in excess of 25%—No physical development shall be permitted on natural slopes in excess of 25%.

The proposed trail uphill of the cul-de-sac is on a slope of 50%.

My question to Town Council is:
If property is damaged or people are injured during construction or use of the trails, who is responsible and liable? Is the Town of Jackson responsible by approving the trails, is the Developer responsible for proposing the trails or are the residents of Pine Glades responsible?

In the interests of public safety please consider deletion of the trail uphill of the cul-de-sac. This trail is redundant and unnecessary because there is an alternative trail access connecter 400 yards to the west that is on a 22% slope that provides great accessibility to bicycle and pedestrian traffic.

Thank you for your consideration.

Mark Oblack

Tyler Valentine

From: noreply@civicplus.com
Sent: Friday, April 03, 2020 3:23 PM
To: Town Council
Subject: Online Form Submittal: Email the Town Council

If you are having problems viewing this HTML email, click to view a Text version.

Email the Town Council

Subject: Pine Glades Trail Plan
Email Content:* April 3, 2020 Mayor Pete Muldoon Vice Mayor Hailey Morton Levinson Jim Stanford Arne Jorgensen Jonathan Schechter (delivered via email) Re: Pine Glades Trail Plan (P19-262) April 6, 2020 Council Agenda Dear Mayor and Council; As homeowners in Pine Glades we have closely followed the trail plan that is proposed for our neighborhood and is on your agenda for approval. We participated in the Planning Commission meetings on this application and we wish we could appear at Monday's meeting to speak in our own words, but out of respect for the cautionary procedures you enacted in response to the pandemic, your busy schedule and the gravity of the health and economic crises we are facing, we have formed the following unified statement as neighbors to the trail plan. We ask that you accept these written comments with all of the attention and deliberation you would give if they were verbally presented in person. 1. We support all three parts of the application on the April 6, 2020 agenda including the proposed trails. While we do not think the trail plan is perfect, we agree it is a reasonable compromise and the overwhelming majority of the homeowners support approval of this plan. 2. Much of the public comment from the neighboring Pine Drive residents only tangentially discussed the trail plan. Three residents from Pine Drive have consistently advocated that the general public be granted non-vehicular access on the private roads in Pine Glades. We very much oppose public access on the roads for the following reasons. 3. As Pine Glades homeowners, we have owned and maintained the roads and tunnel throughout our Neighborhood since 2010. In addition to paying the financial costs for this responsibility, we also have legal liability if anyone is injured or killed on these roads or in the tunnel. When approving Pine Glades in 2008, the Town Council deliberately resisted any financial or legal obligation for the construction and maintenance of Pine Glades roads and tunnel, and therefore the roads and tunnel were approved with the ownership and all responsibilities being privately held. 4. The roads and tunnel are not designed for public access. One travel lane of the road passes under building overhangs and immediately in front of our entrance doors and garages to our homes. Walkers, bikers, skateboarders and vehicles pass within a couple of steps of our front doors and there have been several near collisions with bikers, skateboarders and vehicles passing by our front doors and garages. The tunnel is especially dangerous for walkers and bikers and we all are aware of an alarming instance with a biker fell in front of a vehicle going in the opposite direction that was rounding the curve in the tunnel. Thankfully, the driver was traveling slowly, paying attention and was able to stop with the biker laying in front of his wheels. 5. Prior to each of us purchasing our Pine Glades homes, we performed due diligence. We reviewed all recorded documents and subdivision plats, documented decisions and approvals by the Town Council and town staff. Each of us received professional title reports. Nothing in this extensive file granted public access on the private Pine Glades roads or described any intention to do so. Any public access on the private roads now would create a material change for every homeowner in Pine Glades. 6. As owners of our homes, and the roads and tunnel via our HOA, we wish to enjoy the quiet rights allowed to all property owners throughout the town. We have a long history of disturbances that seem to gravitate to Pine Glades. The columns under our building overhangs have served as makeshift slalom courses for skateboarders, loud and rowdy walkers have passed under our overhangs (which are below our living rooms and dining rooms) and by our front doors late at night, and the relative remoteness seems to grant permission for dog owners to allow their dogs to roam free and for late night parking for teenagers. There is much more we would say if our community were not coping with a severe health crisis and normal meeting procedures were possible. Nonetheless, we respectfully request that our basic concerns are heard and considered as though we were presenting them in person. Thank you for the ongoing efforts to lead our community during these most difficult times. We are happy to provide additional comments if it becomes necessary. Respectfully, Pine Glades Undersigned Homeowners: Alex Good & Darrylynn Kaun 260 Pine Glades Dr., Jackson, WY James & Lucy Wong 242

Pine Glades Dr., Jackson, WY Charles & Tory Nagle 160 Pine Glades Dr., Jackson, WY Linda Damiano 164 Pine Glades Dr., Jackson, WY Tony Hartl 262 Pine Glades Dr., Jackson, WY Susan Oremus 224 Pine Glades Dr., Jackson, WY Bryan Shannon Mills 220 Pine Glades Dr., Jackson, WY Doug & Paige Lee Schrier 240 Pine Glades Dr., Jackson, WY Bill & Stephanie Binch 244 Pine Glades Dr., Jackson, WY Jeff Hussey 220 Pine Glades Dr., Jackson, WY

Your Name:*	James Wong, Jr.
Your Company Name:	
Your Phone Number:	908-295-2759
Your Email Address:*	james|242003@gmail.com
Your City:	Jackson
Your State:	WY
Your Zip Code:	83001

* indicates required fields.

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The following form was submitted via your website: Email the Town Council

Subject:: Pine Glades Trail Plan

Email Content:: April 3, 2020
Mayor Pete Muldoon
Vice Mayor Hailey Morton Levinson
Jim Stanford
Arne Jorgensen
Jonathan Schechter (delivered via email)

Re: Pine Glades Trail Plan (P19-262)
April 6, 2020 Council Agenda

Dear Mayor and Council;

As homeowners in Pine Glades we have closely followed the trail plan that is proposed for our neighborhood and is on your agenda for approval. We participated in the Planning Commission meetings on this application and we wish we could appear at Monday's meeting to speak in our own words, but out of respect for the cautionary procedures you enacted in response to the pandemic, your busy schedule and the gravity of the health and economic crises we are facing, we have formed the following unified statement as neighbors to the trail plan. We ask that you accept these written comments with all of the attention and deliberation you would give if they were verbally presented in person.

1. We support all three parts of the application on the April 6, 2020 agenda including the proposed trails. While we do not think the trail plan is perfect, we agree it is a reasonable compromise and the overwhelming majority of the homeowners support
approval of this plan.

April 9, 2020

Mayor Pete Muldoon
Vice Mayor Hailey Morton Levinson
Jim Stanford
Arne Jorgensen
Jonathan Schechter (delivered via email)

Re: Pine Glades Trail Plan (P19-262) - April 20, 2020 Council Meeting

Dear Mayor and Council Members,

Having resided in the Pine Glades Development since 2010 and being full time residents, my wife and I have certainly witnessed a lot of construction over the years in our development.

I am aware of complaints made by several Pine Drive residents regarding access to private property occupied by the Pine Glades Development. This private property designation has stood over 13+ years with over 25+ real estate transactions within Pine Glades supporting this theme and all recorded documents in both the Town and County.

My specific concerns relate to 1) trespassing by non-residents 2) unleashed dogs defecating on Pine Glades property (and buildings) without any clean-up at all 3) bicycle and skate board traffic from non-residents 4) skiers and snow borders on our road after falling/climbing off our retaining walls and 5) vehicles driving at higher than acceptable speeds.

I continue to witness trespassers daily (day & night), and pet owners from Pine Drive allowing their dogs to roam freely and defecating on Pine Glades Drive and our home structures, without any cleanup. I have had to cleanup multiple times right in front of my unit and wash down dog urine on our building columns because of the stench. Because many homes in the Pine Glades development literally ***do not have any buffer zones at all*** between their front doors/garage and the road under their canopy, teen cyclists from Pine Drive weave in and out between the main and canopy roadways (where our living and dining rooms reside immediately above) like an obstacle course, that have resulted in several near miss collisions, even with me personally and my car as I was exiting my front door or garage. Over the years, I have also witnessed many vehicles driving at much higher than safe speeds by external visitors and almost colliding with me as I was pulling out my garage or walking out my front door. This is extremely dangerous because we have ***no buffer zone*** between our garage/front door and the road. All nine (9) affordable homes within Pine Glades each have buffer zones ranging from 25’ – 30’ to the road; we have “0”. Our neighbors on Pine Drive have 100' - 150' buffer zones between their homes and the road.

Before purchasing our Pine Glades home in 2010, we were informed that two hiking trails would be installed by the Pine Glades Development as an off set for having developed the Pine Glades footprint. The hiking trails were to be installed as thoroughfares to enable any and all Pine Drive residents (or the public) to continue hiking the Snow King area uninterrupted.

Although imperfect, since the proposed trail system will come closer to my home, I am nevertheless in full support of replacing hiking trails that were lost as a result of constructing the Pine Glades Development and allow public access onto these replacement trails. Eight homes (***2 affordable and 6 market rate***) will be negatively impacted, while 15 homes (***7 affordable and 8 market rate***) will either benefit or not be impacted by the proposed trail system. I should point out that the former (and

proposed) hiking trails did not have lighting, were not paved, nor were they plowed of snow during the winter season. Thus, public traffic simply did not exist in the evening, nor the winter season with deep snow conditions. Ever since Pine Glades Drive has been constructed, Pine Drive Residents and the general public now walk along Pine Glades Drive any time of day or night, during any time of year since ***our private road is fully manicured year round and has walkway lighting from dusk to dawn***. The truth is that some Pine Drive Residents want to use Pine Glades Drive instead of any new hiking trails because it is extremely convenient and nice to do so as a result of all the upgrades and improvements. ***In summary, the Pine Drive neighbors are asking that we maintain our road, so that they can enjoy all the benefits of our upkeep that we're paying for entirely.*** Please be aware that all Pine Glades Residents must pay a huge monthly HOA fee (on top of real taxes) for this ongoing upkeep (snow plowing, lighting, cleaning and asphalt repairs) of our private mountain road and tunnel.

Having proposed hiking trails should not entitle Pine Drive Residents to also trespass through Pine Glades Drive, which is private property. As a Pine Glades resident, I'd prefer no trespassers on my property anymore than Pine Drive Residents ***would like me trespassing onto their private properties***. If Pine Drive Residents or the public are granted access to roam freely through the Pine Glades Development (which they already do frequently without permission), does that mean the Town of Jackson will also be assuming all future liability obligations for any and all injuries and/or deaths sustained by individuals trespassing on the Pine Glades Development?

If Pine Glades Drive is indeed forced to become a public thoroughfare, I trust that the Town of Jackson will execute its rights under eminent domain, compensate all the homeowners and developer, and then assume all the obligations for snow removal, street cleaning and road repairs, which I and all Pine Glades Residents alone must pay dearly each month for its upkeep. Some Pine Drive Residents believe they are entitled to continue hiking Pine Glades Drive simply because they did it for years prior to our development being constructed. In truth, however, I hope the Town of Jackson upholds the ***"rule of law"*** associated with "Private Property", but not enforce it arbitrarily and capriciously because several complaints have surfaced. Indeed, if Private Property Owners are not afforded any protections, I should have the right to indiscriminately trespass on anyone's private property (including yours) during anytime of day or night to hike, bike, skate board, snow board, drive and/or have my dog defecate on their actual homes without consequences, simply because I am displeased with the private property owner's land blocking my direct access to a wilderness area beyond.

I would respectfully implore the Jackson Town Council to seriously review the lengthy written public record ***(especially Jeff Hussey's Feb. 21, 2020 letter to you on the Pine Glades privacy issue. J. Hussey was the original principal Investor/Developer whom Dave Taylor reported to)***, evaluate the Pine Glades infrastructure specifically relating to our canopy road to many homes without any buffer zones at all and our open space limitations before rendering a final decision on public access.

Thank you most kindly for your consideration.

Respectfully,
James and Lucy Wong
242 Pine Glades Dr., #11747
Jackson, WY 83002-1747
Phone: 307-201-1369

Tyler Valentine

From: J Hussey <jshussey@gmail.com>
Sent: Sunday, April 12, 2020 9:26 PM
To: Charles Nagle
Cc: Jennifer Walker; j.tozzi@yahoo.com; Mark Barron; Dave Meyers; collinsplanning@bresnan.net; enash@lrw-law.com; Town Council; Tyler Valentine; Lea Colasuonno; Sandy Birdyshaw; Paul Anthony; patrick_mcgaugh@yahoo.com; mboyce86@hotmail.com; kobbib@gmail.com; pastrychefortega@hotmail.com; artypolo@gmail.com; stephjohnson73@yahoo.com; tetontodd@hotmail.com; tiffstolte@gmail.com; scott@stillwaterarch.com; jhzabriskie@gmail.com; jlbragg82@yahoo.com; jabragg360@yahoo.com; rajat1212@hotmail.com; Linda Damiano; bryan.miles@belaysolutions.com; j9mlloyd@yahoo.com; susoremus@yahoo.com; billbinch@yahoo.com; alexander_good@yahoo.com; darrylynnkaun@gmail.com; tony@tonyhartl.com; mark@markandmariel.com; mariel@markandmariel.com
Subject: Re: 04-20 Item P19-262 / ongoing controversy surrounding Pine Glades Drive

As the principal investor from inception and ultimately the primary developer of the Pine Glades Development, I'm compelled to remind this distribution that during the initial review and approval of the Pine Glades development, the neighbors on Pine Drive were adamant that no additional traffic pass in front of their houses even though Pine Drive is a town street. Their vitriolic opposition to any additional traffic forced me to spend $15,000,000 to construct a tunnel for Pine Glades residents to travel in the opposite direction.

There was never any intention for the Pine Drive neighbors to have access to the private Pine Glades Drive and tunnel after it was built. Pine Glades is PRIVATE PROPERTY.

Jeff Hussey

On Apr 12, 2020, at 8:06 PM, Charles Nagle <charles@charlesnagle.com> wrote:

The ongoing controversy regarding Pine Glades Drive seems to be ignoring the bottom line: The Fiscal and Social Responsibility of Each and Every member of the Pine Glades/ Pine Canyon Home Owners Association.

We are currently insured with the acknowledgment that Pine Glades Drive is Private Property and only for the use of Residents and their guests. The narrow, non-conforming Pine

Glades Drive and tunnel are not owned, maintained nor insured for liability by the town of Jackson. They are both owned and insured by our HOA.

If Pine Glades Drive is open to the public, our insurance company will not continue to insure us at the present rate. We will be forced to reinsure at a cost that will be significantly higher than the cost of our current insurance.

This substantially increased cost will be exacted upon every resident. The affordable units will be fully responsible as well. (There is no exemption in the CCR'S for the affordable units related to Insurance premiums covering liability on the road, in the tunnel or anywhere else on the property).

Just one severe injury or death of a thoughtless teenager on a skateboard in the tunnel, a child running after a ball or a speeding driver hitting an innocent "guest" would result in an enormous cash judgement against the HOA. There would be hefty legal fees as well. The repercussions to all of us would be dramatic to say the least. In some cases, it could even bankrupt homeowners within our community. This is not idle speculation. This is fact.

The residents of Pine Drive live on a Town Road with the setback and driveway variances found in most residential neighborhoods. Liability on this road is limited to the personal responsibility of the licensed drivers and pedestrians using the road. The homeowners on Pine Drive bear no liability for accidents occurring on that road.

The harsh reality is that Pine Glades Drive is on private property (and the road was designed with that in mind). As such, each resident of this development carries a liability for any accident on that private way whether it is their fault or not.

The residents of Pine Drive are our neighbors and to that extent when they demanded that the Town of Jackson direct our HOA to install a Gate to minimize traffic on their Public road we did.

It is unfortunate that, once that gate was installed, many of them started referring to us as Elitists and a "Gated Community ".

To now demand access to a Private road that they wanted gated off seems unreasonable and ironic.

I think that we would all like to live in a safer, more congenial world. I also believe that our collective community conscience requires that we act with care and try to avoid tragedy.

We often see signs around Jackson and other communities that say "No Skateboarding" or "No Bike Riding".

We accept these as reasonable safety precautions, not exclusionary blockades.

And a Private Property/ No Trespassing sign means just that.

This property is privately owned by all of us in the Home Owners Association.

It is time we were reasonable within our own Community.

Opening Pine Glades Drive to the public will bring overwhelming financial increases to our HOA community and someone will get hurt. We don't have to let that happen.

We are in fact trying to protect not only the residents of our Association, but also community members from an accident that will inevitably occur.

If this current Global pandemic has taught us anything, it's that Disaster happens. We cannot avert it, but we must be responsible for putting whatever protections we can in place.

For the health and safety of all concerned-

Please keep Pine Glades Drive Private

Respectfully ~

Chip & Tory Nagle #160 Pine Glades Drive

Tyler Valentine

From: noreply@civicplus.com
Sent: Friday, April 10, 2020 4:34 PM
To: Tyler Valentine
Subject: Online Form Submittal: Email Tyler Valentine

If you are having problems viewing this HTML email, click to view a Text version.

Email Tyler Valentine

Email Content:*	Comment on Pine Canyon amendment: I support Pine Drive neighbors and residents, including Jim Woodmencey, in their request that the town honor its original non-motorized access agreements across this development. The development was allowed to be constructed only with those non-motorized access agreements in place. Ergo, any alteration should require a reconsideration of the entire development, starting with the variance to allow geologic investigation of the property in the first instance. Also, I believe there is an access easement extending from the east end of Spruce Drive to Town of Jackson property on Snow King Mountain. This easement was agreed to by developers and established in conjunction with pathways groups, agencies and organizations, but does not appear on GIS maps. This Spruce-Snow King connection and easement is historic, vital to the neighborhood and should be documented, mapped, and filed for the public.
Your Name:*	Angus Thuermer
Your Company Name:	
Your Phone Number:	3076905586
Your Email Address:*	angus@wyoming.com
Your City:	Jackson
Your State:	WY
Your Zip Code:	83001

* indicates required fields.

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The following form was submitted via your website: Email Tyler Valentine

Email Content:: Comment on Pine Canyon amendment: I support Pine Drive neighbors and residents, including Jim Woodmencey, in their request that the town honor its original non-motorized access agreements across this development. The development was allowed to be constructed only with those non-motorized access agreements in place. Ergo, any alteration should require a reconsideration of the entire development, starting with the variance to allow geologic investigation of the property in the first instance. Also, I believe there is an access easement extending from the east end of Spruce Drive to Town of Jackson property on Snow King Mountain. This easement was agreed to by developers and established in conjunction with pathways groups, agencies and organizations, but does not appear on GIS maps. This Spruce-Snow King connection and easement is historic, vital to the neighborhood and should be documented, mapped, and filed for the public.

Your Name:: Angus Thuermer

Your Company Name::

Your Phone Number:: 3076905586

Your Email Address:: angus@wyoming.com

Your City:: Jackson

Your State:: WY

Your Zip Code:: 83001

Additional Information:
Form submitted on: 4/10/2020 4:33:36 PM
Submitted from IP Address: 184.167.14.97
Referrer Page: https://www.jacksonwy.gov/Directory.aspx?did=48
Form Address: http://www.jacksonwy.gov/Forms.aspx?FID=186

Tyler Valentine

From: Linda Damiano <elledee1011@gmail.com>
Sent: Monday, April 13, 2020 12:41 PM
To: Tyler Valentine; Sandy Birdyshaw; Lea Colasuonno
Subject: Pine Glades Trail Plan (P-19-262)

Dear Mayor and Council,

I sincerely hope this finds you very well in this challenging time for our country and the world.

With regards to the Pine Glades Trail Plan, I fully endorse the recent letters to you from Pine Glades residents: James & Lucy Wong, Chip & Tory Nagle, and Jeff Hussey.

I will add, I find it absolutely curious that the Pine Drive residents are challenging the private road status for their desire to use Pine Glades Drive as a SHORTCUT to and from their destination of SPORT and EXERCISE on Snow King. It's perplexing.

This business of many of these same residents walking their dogs often unleashed and very often not cleaning up is unsavory. They seem to have no qualms about their animals urinating and defecating up and down Pine Glades Drive on and around our structures and homes. It's simply rude and to say the least, quite un-neighborly.

However, the subject of safety on our uniquely designed drive trumps all of the other issues.

The access of bikes, cars, pedestrians to our front doors is a mere six inches. The issue of liability is of paramount importance, as aptly described in Chip and Tory Nagle's letter.

I often look at the old pictures on the town square of the few buildings that existed in Jackson and am amazed at the town's growth. There was so much open land around those buildings where people probably could roam. As the city develops, that roaming ability gets rerouted...I see this situation on Pine Glades Drive as no different.

Acceptance to change can be a challenge, but it is required. Our city, as in all of our society, has rules and laws that are to be respected and adhered to for the benefit of all.

Respectfully,

Linda Damiano
164 Pine Glades Drive

Tyler Valentine

From: noreply@civicplus.com
Sent: Friday, April 10, 2020 4:34 PM
To: Tyler Valentine
Subject: Online Form Submittal: Email Tyler Valentine

If you are having problems viewing this HTML email, click to view a Text version.

Email Tyler Valentine

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Your Name:*	Angus Thuermer
Your Company Name:	
Your Phone Number:	3076905586
Your Email Address:*	angus@wyoming.com
Your City:	Jackson
Your State:	WY
Your Zip Code:	83001

* indicates required fields.

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Your Name:: Angus Thuermer

Your Company Name::

Your Phone Number:: 3076905586

Your Email Address:: angus@wyoming.com

Your City:: Jackson

Your State:: WY

Your Zip Code:: 83001

Additional Information:
Form submitted on: 4/10/2020 4:33:36 PM
Submitted from IP Address: 184.167.14.97
Referrer Page: https://www.jacksonwy.gov/Directory.aspx?did=48
Form Address: http://www.jacksonwy.gov/Forms.aspx?FID=186

March 4, 2020 in favor of the Proposed Pine Glades Trail Plan and supported our privacy rights, it was no accident. After three long Town Planning Committee meetings, numerous discussions and thoughtful deliberations, six professionals voted in favor of the proposed trail plan and privacy matter before you. The proposed trail system is a good compromise to the concerns of all parties without any cost to the Town. It is my hope that all the distinguished members of the Town Council will review all the important and relevant facts of this case and vote in a manner that truly equitable to homeowners privacy rights while being mindful of all the relevant laws. Thank you most kindly. Respectfully, Lucy A, Chan-Wong 242 Pine Glades Drive, #11747 Jackson, WY 83002-1747 Tel. 307-201-1369

Your Name:*	Lucy A. Chan-Wong
Your Company Name:	
Your Phone Number:	307-201-1369
Your Email Address:*	LucyJ24@yahoo.com
Your City:	Jackson
Your State:	WY
Your Zip Code:	83001

* indicates required fields.

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The following form was submitted via your website: Email the Town Council

Subject:: Pine Glades Trail Plan (P19-262)

Email Content:: April 17, 2020

Mayor Pete Muldoon
Vice Mayor Hailey Morton Levinson
Jim Stanford
Arne Jorgensen
Jonathan Schechter (delivered via email)

Re: Pine Glades Trail Plan (P19-262)
April 20, 2020 Council Agenda

Dear Mayor and Council,

Since I will not be given an opportunity to provide testimony at the April 20, 2020 Town Council meeting, I would like to convey my thoughts to you via email.

Having resided in the Pine Glades community since 2010, my husband and I have enjoyed living in Jackson, WY immensely. Our only challenge has been increased traffic right in front of our place of residence. My husband has already conveyed to the Town Council in great detail about our home's lack of any buffer zone and the impact that traffic flow has had on us from many uninvited visitors day and night, so I won't repeat any of that.

As the principal investor to the Pine Glades (PG) development project since its inception, Jeff Hussey stated

Tyler Valentine

From: noreply@civicplus.com
Sent: Friday, April 17, 2020 1:53 PM
To: Town Council
Subject: Online Form Submittal: Email the Town Council

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Email the Town Council

Subject: Pine Glades Trail Plan (P19-262)
Email Content:* April 17, 2020 Mayor Pete Muldoon Vice Mayor Hailey Morton Levinson Jim Stanford Arne Jorgensen Jonathan Schechter (delivered via email) Re: Pine Glades Trail Plan (P19-262) April 20, 2020 Council Agenda Dear Mayor and Council, Since I will not be given an opportunity to provide testimony at the April 20, 2020 Town Council meeting, I would like to convey my thoughts to you via email. Having resided in the Pine Glades community since 2010, my husband and I have enjoyed living in Jackson, WY immensely. Our only challenge has been increased traffic right in front of our place of residence. My husband has already conveyed to the Town Council in great detail about our home's lack of any buffer zone and the impact that traffic flow has had on us from many uninvited visitors day and night, so I won't repeat any of that. As the principal investor to the Pine Glades (PG) development project since its inception, Jeff Hussey stated very emphatically that "there was never any intention for the Pine Drive neighbors to have access to the private Pine Glades Drive and tunnel after it was built." The Pine Glades Development project was funded entirely with private funds, since the Town of Jackson made a decision to not participate. The residents of Pine Drive's "vitriolic opposition" to our community not only forced Mr. Hussey to construct a multimillion dollar tunnel, but was also forced to erect a gate on the west end of our development so that no traffic from Pine Glades could enter onto Pine Drive (a public road) because of all the opposition from Pine Drive residents. Ever since we erected a gate on the western part of our development, the very same people on Pine Drive who forced our community to install this gate, have labeled us as elitist living in a gated community. Now, that our road and tunnel have been completed and is fully maintained day and night as a result of the significant monthly HOA fees we must pay (highest in the valley), our neighbors from Pine Drive now want access to our community even though they did not want anyone from our Pine Glades Community traveling over to Pine Drive (public road). Our Pine Drive neighbors want all the benefits of access to our road/tunnel without having to pay any of the costs. Although residing at Pine Glades has been fine, but I can't help but think at times that we are mere second class citizens who are subservient to the whims of our neighbors residing on Pine Drive. The residents on Pine Drive living in their sprawling single family homes on their large lots with significant buffer zones and private driveways seem to be pushing all the buttons, and we in Pine Glades living in our grouped townhomes with no buffer zones at all are suppose to jump. It almost feels like we're the puppets, and the Pine Drive residents are the puppet masters. Moreover, when our Pine Drive neighbors make ongoing demands that always seem to be self serving and for their own benefit while at our expense, they never seem to be mindful of any concerns that we have as Pine Glades neighbors. Wild assertions ("all the trees have been topped off", etc.) have been made by some Pine Drive residents at the Town's meetings to garner support for their cause. Our Pine Drive neighbors would like to the Town to impose conditions on Pine Glades homeowners that they themselves would never find acceptable. This is not only disturbing and un-neighborly, but has been going on for years. Even though some of us have not resided in the Town of Jackson for several decades, we are nevertheless law abiding citizens of our wonderful Town, we all pay our taxes and contribute to our community in numerous ways. We in Pine Glades would like to think that our rights are no more, nor should they be any less than our neighbors residing on Pine Drive. The driveway under our townhome canopy is deeded private to each homeowner. Yet non-homeowners consider these to be part of "public access" for cycling and dog parks. If the Town insists that Pine Glades Drive becomes a public access road, although I hope that is not the case, I respectfully ask that you execute your rights under eminent domain, financially reimburse all parties affected by this action, and then assume all future liabilities and obligations associated with our road and tunnel. A single lane road with no sidewalk (for about half the length of Pine Glades Drive) cannot reasonably support increased pedestrian traffic without significant increased liabilities. When the Town Planning Committee casted a "Unanimous 6-0 vote" on

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When the Town Planning Committee casted a "Unanimous 6-0 vote" on March 4, 2020 in favor of the Proposed Pine Glades Trail Plan and supported our privacy rights, it was no accident. After three long Town Planning Committee meetings, numerous discussions and thoughtful deliberations, six professionals voted in favor of the proposed trail plan and privacy matter before you. The proposed trail system is a good compromise to the concerns of all parties without any cost to the Town. It is my hope that all the distinguished members of the Town Council will review all the important and relevant facts of this case and vote in a manner that truly equitable to homeowners privacy rights while being mindful of all the relevant laws.

Thank you most kindly.

Respectfully,

Lucy A, Chan-Wong
242 Pine Glades Drive, #11747
Jackson, WY 83002-1747
Tel. 307-201-1369

Your Name:: Lucy A. Chan-Wong

Your Company Name::

Your Phone Number:: 307-201-1369

Your Email Address:: LucyJ24@yahoo.com

Your City:: Jackson

Your State:: WY

Your Zip Code:: 83001

Additional Information:
Form submitted on: 4/17/2020 1:53:13 PM
Submitted from IP Address: 184.167.16.23
Referrer Page: No Referrer - Direct Link
Form Address: http://www.jacksonwy.gov/Forms.aspx?FID=190

Tyler Valentine

From: noreply@civicplus.com
Sent: Friday, April 17, 2020 1:53 PM
To: Town Council
Subject: Online Form Submittal: Email the Town Council

If you are having problems viewing this HTML email, click to view a Text version.

Email the Town Council

Subject: Pine Glades Trail Plan (P19-262)

Email Content:* April 17, 2020 Mayor Pete Muldoon Vice Mayor Hailey Morton Levinson Jim Stanford Arne Jorgensen Jonathan Schechter (delivered via email) Re: Pine Glades Trail Plan (P19-262) April 20, 2020 Council Agenda Dear Mayor and Council, Since I will not be given an opportunity to provide testimony at the April 20, 2020 Town Council meeting, I would like to convey my thoughts to you via email. Having resided in the Pine Glades community since 2010, my husband and I have enjoyed living in Jackson, WY immensely. Our only challenge has been increased traffic right in front of our place of residence. My husband has already conveyed to the Town Council in great detail about our home's lack of any buffer zone and the impact that traffic flow has had on us from many uninvited visitors day and night, so I won't repeat any of that. As the principal investor to the Pine Glades (PG) development project since its inception, Jeff Hussey stated very emphatically that "there was never any intention for the Pine Drive neighbors to have access to the private Pine Glades Drive and tunnel after it was built." The Pine Glades Development project was funded entirely with private funds, since the Town of Jackson made a decision to not participate. The residents of Pine Drive's "vitriolic opposition" to our community not only forced Mr. Hussey to construct a multimillion dollar tunnel, but was also forced to erect a gate on the west end of our development so that no traffic from Pine Glades could enter onto Pine Drive (a public road) because of all the opposition from Pine Drive residents. Ever since we erected a gate on the western part of our development, the very same people on Pine Drive who forced our community to install this gate, have labeled us as elitist living in a gated community. Now, that our road and tunnel have been completed and is fully maintained day and night as a result of the significant monthly HOA fees we must pay (highest in the valley), our neighbors from Pine Drive now want access to our community even though they did not want anyone from our Pine Glades Community traveling over to Pine Drive (public road). Our Pine Drive neighbors want all the benefits of access to our road/tunnel without having to pay any of the costs. Although residing at Pine Glades has been fine, but I can't help but think at times that we are mere second class citizens who are subservient to the whims of our neighbors residing on Pine Drive. The residents on Pine Drive living in their sprawling single family homes on their large lots with significant buffer zones and private driveways seem to be pushing all the buttons, and we in Pine Glades living in our grouped townhomes with no buffer zones at all are suppose to jump. It almost feels like we're the puppets, and the Pine Drive residents are the puppet masters. Moreover, when our Pine Drive neighbors make ongoing demands that always seem to be self serving and for their own benefit while at our expense, they never seem to be mindful of any concerns that we have as Pine Glades neighbors. Wild assertions ("all the trees have been topped off", etc.) have been made by some Pine Drive residents at the Town's meetings to garner support for their cause. Our Pine Drive neighbors would like to the Town to impose conditions on Pine Glades homeowners that they themselves would never find acceptable. This is not only disturbing and un-neighborly, but has been going on for years. Even though some of us have not resided in the Town of Jackson for several decades, we are nevertheless law abiding citizens of our wonderful Town, we all pay our taxes and contribute to our community in numerous ways. We in Pine Glades would like to think that our rights are no more, nor should they be any less than our neighbors residing on Pine Drive. The driveway under our townhome canopy is deeded private to each homeowner. Yet non-homeowners consider these to be part of "public access" for cycling and dog parks. If the Town insists that Pine Glades Drive becomes a public access road, although I hope that is not the case, I respectfully ask that you execute your rights under eminent domain, financially reimburse all parties affected by this action, and then assume all future liabilities and obligations associated with our road and tunnel. A single lane road with no sidewalk (for about half the length of Pine Glades Drive) cannot reasonably support increased pedestrian traffic without significant increased liabilities. When the Town Planning Committee casted a "Unanimous 6-0 vote" on

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Your Name:*	Lucy A. Chan-Wong
Your Company Name:	
Your Phone Number:	307-201-1369
Your Email Address:*	LucyJ24@yahoo.com
Your City:	Jackson
Your State:	WY
Your Zip Code:	83001

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
http://www.jacksonwy.gov/Admin/FormHistory.aspx?SID=1608

The following form was submitted via your website: Email the Town Council

Subject:: Pine Glades Trail Plan (P19-262)

Email Content:: April 17, 2020

Mayor Pete Muldoon
Vice Mayor Hailey Morton Levinson
Jim Stanford
Arne Jorgensen
Jonathan Schechter (delivered via email)

Re: Pine Glades Trail Plan (P19-262)
April 20, 2020 Council Agenda

Dear Mayor and Council,

Since I will not be given an opportunity to provide testimony at the April 20, 2020 Town Council meeting, I would like to convey my thoughts to you via email.

Having resided in the Pine Glades community since 2010, my husband and I have enjoyed living in Jackson, WY immensely. Our only challenge has been increased traffic right in front of our place of residence. My husband has already conveyed to the Town Council in great detail about our home's lack of any buffer zone and the impact that traffic flow has had on us from many uninvited visitors day and night, so I won't repeat any of that.

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April 19, 2020

Mayor Pete Muldoon
Vice Mayor Hailey Morton Levinson
Jim Stanford
Arne Jorgensen
Jonathan Schechter (delivered via email)

Re: Pine Glades Development Plan (P19-262)

Dear Mayor and Council,

My name is Bill Binch, and along with my wife Stephanie Binch, we own 244 Pine Glades Drive and have been homeowners in the Pine Glades development since 2013. We joined the 06-April 2020 town council meeting and wanted to have our point of view, specific to the 3rd agenda item of the 06-April meeting, read ahead of the 2-April 2020 meeting.

Before addressing that third item, I was seeking clarification from the 06 April Pine Glades meeting. There were three items discussed in total: 1) one was related to modify the exterior of 140/42 Pine Glades, 2) another to remove requirements for the in-road heating, and 3) the trail plan.

I was seeking clarification if items 1 and 2 were approved? In the exchange between Mr. Tyler Valentine and Mr. Jim Stanford early in the presentation, there was a question as to if the items were individual or part of a single plan. There was lack of clarity around the answer, so if not approved, I would move to approve #'s 1 and 2 of the agenda. As noted in #1, the changes of have been made and Mr. Valentine stated, "staff did not have any major concerns." Similar for #2, where Mr. Valentine stated the fire department had not issued any concerns. In the spirit of advancing the agenda, I suggest we look to approve these items as first course of action.

Regarding the trail plan (item #3), we have two points to make: anyone purchasing a residence in Pine Glades knew they were purchasing inside 1) a private community, and 2) a private community where we as owners share property (including the trail system).

Regarding being private, Pine Glades was designed to be a luxury private community, focused on 27 units expected to sell for more than $2,000,000 each. Similar to any other private community in and around the Town of Jackson (3 Creek, Shooting Star for example), these communities have homeowner covenants and homeowner fees associated, that we all agreed to as we took title to our units. Maintaining the privacy was and still is a core attraction of what Pine Glades was designed to be, so my wife and I support the argument that the road & access to it remain private. Arguing otherwise feels a bit like people who buy homes underneath airport runways and later complain about the noise.

As buyers who freely elected to purchase inside the Pine Glades development, this brings us to the next point, about private community with shared property (including the trails). Unfortunately, the fact with buying in condo/townhome developments is that we all don't have

sole rights to our property. This means we need to work together as a community to come to a solution on the trail proposals. And unfortunately, we all need to sacrifice. In the current agenda, the new proposed trail comes closer to our unit (approximately 50% closer than the current trail system). I respect others' privacy and want the same for ourselves, so having a trail closer to our unit is not my first desire. But as a member of the Pine Glades community, we realize we cannot always get what may be in our sole best interest and have to think in the spirit of the greater good. Therefore, we support the current proposal, which impacts all of us, as a way of advancing the agenda.

Thank you for reading through our point of view.
Regards,

Bill and Stephanie Binch
244 Pine Glades Dr
Jackson, WY 83001

Tyler Valentine

From: Sandy Birdyshaw
Sent: Monday, April 20, 2020 9:08 AM
To: Tyler Valentine; Town Council
Cc: Paige Lee Baron; Paige Baron
Subject: RE: Pine Glades Trail Plan (P19-262)

Dear Mr. Mayor and members of the Council,

The following is comment from Paige Baron regarding Pine Glades item.

Thank you,
Sandy Birdyshaw
733-3932 x1113

From: Paige Baron <paigebaron4@yahoo.com>
Sent: Friday, April 17, 2020 2:42 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Cc: Paige Lee Baron <plb249@nyu.edu>; Lea Colasuonno <lcolasuonno@jacksonwy.gov>; Sandy Birdyshaw <sbirdyshaw@jacksonwy.gov>
Subject: Re: Pine Glades Trail Plan (P19-262)

Hello Tyler,

Thank you for the information. I do hope the discussion will be opened back up as I believe our concerned group was trying to be respectful of everyone's time and then we didn't get to share.

Any chance this attached photograph can be submitted as I think it's helpful to show the unusual road design we have as a privately designed community. When the public uses it they tend to walk underneath the shelter where our front doors are and our garages. This tends to be where their dogs do there business as well. On public roads this is taken into account and there is a setback. As a privately designed community there was not a set back and this creates privacy concerns, cleanliness issues and safety concerns.

Thank you and have a beautiful and safe weekend.

Warm Regards,
Paige Lee Baron-Schrier



Sent from my iPhone

On Apr 16, 2020, at 4:37 PM, Tyler Valentine <tvalentine@jacksonwy.gov> wrote:

Paige,

Thank you for your comments. Seeing that Sandy was on the email chain, your comments will be forwarded the Town Council. I will also save them in our file along with the many other comments received.

This item is going back before the Council Monday April 20th at 6:00 pm. The agenda can be found on the Town of Jackson website along with a link to watch or participate. Since public comment was closed at the last meeting, the Council could go directly into discussion and not open this up for additional public comment. But the decision is up to the Council and they could open it back up. Just an FYI.

-Tyler V

From: Paige Lee Baron [mailto:plb249@nyu.edu]
Sent: Thursday, April 16, 2020 4:26 PM
To: Lea Colasuonno <lcolasuonno@jacksonwy.gov>; Tyler Valentine <tvalentine@jacksonwy.gov>; Sandy Birdyshaw <sbirdyshaw@jacksonwy.gov>
Subject: Pine Glades Trail Plan (P19-262)

Tyler Valentine

From: Public Comment
Sent: Monday, April 20, 2020 6:28 PM
To: Town Council
Cc: Tyler Valentine; Tiffany Stolte
Subject: FW: An Argument for Keeping PineGlades Drive Private

Mr. Mayor and members of the Council,

Additional public comment on the Pine Glades item for you.

Thank you,
Sandy Birdyshaw
Town of Jackson
307-733-3932 x1113

From: Charles Nagle <charles@charlesnagle.com>
Sent: Monday, April 20, 2020 2:51 PM
To: Public Comment <publiccomment@jacksonwy.gov>
Subject: An Argument for Keeping PineGlades Drive Private

The PineGlades HOA is insured with the acknowledgement that PineGlades Drive is Private Property for the use of the residents and their guests only.

If PineGlades Drive is open to the public, the underwriter will not insure us at the present rate. This substantially increased cost will be exacted upon every resident. The affordable units will be fully responsible as well.

Just one injury or death of a teenager on a skateboard in the narrow tunnel, a child chasing a ball or a speeding driver hitting an innocent "guest" would result in an enormous cash judgment along with hefty legal fees against the HOA. The repercussions to every member would be devastating.

The residents of Pine Drive live on a Town road. Liability is limited to the personal responsibility of licensed drivers and pedestrians using the road. The homeowners on Pine Drive bear no liability for accidents occurring on the road.

The harsh reality is that PineGlades Drive is Private Property. As such each and every resident of the development carries liability for any accident on the Private Road whether it is their fault or not.

When the residents of Pine Drive demanded that we install a gate to stop traffic on the public Pine Drive, we did at the direction of the Town.

To now demand access to a Private road that they wanted gated off seems unreasonable and ironic. To claim we are seeking an " Elitist Gated Community " is hypocritical.

We accept " No Skateboarding " and "No Bike Riding " signs as reasonable safety precautions, not exclusionary blockades. A "Private Property" sign means just that.This property is owned by all residents of the HOA.

The current Global Pandemic has taught us that disaster happens. We cannot avoid it, but we must be responsible for putting whatever precautions we can in place.

For the health and safety of all concerned, PLEASE KEEP PINEGLADES DRIVE PRIVATE

Chip & Tory Nagle # 160 PineGlades Drive

Tyler Valentine

From: Charles Nagle <charles@charlesnagle.com>
Sent: Monday, April 20, 2020 2:50 PM
To: mariel@markandmariel.com; mark@markandmariel.com; Mark Barron; Dave Meyers; David Lloyd; Linda Damiano; John Tozzi; James Wong; Jennifer Walker; jshussey@gmail.com; tony@tonyhartl.com; alexander_good@yahoo.com; billbinch@yahoo.com; Stephanie Binch; susoremus@yahoo.com; j9mlloyd@yahoo.com; rajat1212@hotmail.com; jlbragg82@yahoo.com; scott@stillwaterarch.com; jhzabriskie@gmail.com; tiffstolte@gmail.com; stephjohnson73@yahoo.com; tetontodd@hotmail.com; artypolo@gmail.com; pastrychefortega@hotmail.com; kobbib@gmail.com; mboyce86@hotmail.com; beverlymboyce@gmail.com; patrick_mcgaugh@yahoo.com
Cc: collinsplanning@bresnan.net; enash@lrw-law.com; Town Council; Tyler Valentine; Lea Colasuonno; Sandy Birdyshaw; Paul Anthony
Subject: Increased liability costs

To the members of Pine Glades /Pine Canyon HOA regarding additional insurance if Pine Glades is ordered to be open to the public.

As of this moment,our board has received one estimate for the cost of additional liability insurance. This added insurance is in the form of a general liability umbrella policy in excess of what we have in place now.It will address the added risk to the members the HOA ,as a result of the Town Council ordering us to open our community to public access.

This is an additional policy that the HOA will have to buy . It will add approximately $600 a year to each residents HOA dues .Residents should understand that nothing in our Association CCR's exempts the Spruce Townhome or Spruce Condo Unit owners from paying their portions of this premium . Should there be a large judgement against the HOA that exceeds our coverage, those costs and the attendant legal fees would also be shared by everyone .

In addition, the residents of the market units will need to self insure the areas directly beyond their front and garage doors/ under their living rooms .That area is deeded to the owner as private property and not part of the HOA.

Tyler Valentine

From: Laura Bonich <lauraabonich@gmail.com>
Sent: Tuesday, April 21, 2020 11:23 AM
To: Tyler Valentine; David DeFazio; Jim Woodmencey
Subject: Pin Glades Access Easement

Tyler,
I am re-reviewing the documents and this is from the Final Plat Sheet 2 of 7. Clearly the Town of Jackson is granted a specific access easement across the entire GCE Roadway. I do not understand why this access - which exists (Final Plat is a legal document) is not the access we are requesting? Isn't the Town the Public? Have we been spending our time over something that should simply go back to being an enforcement issue? It seems we the Town already have access.

It is important to note that there are separate accesses granted above for Utility access and that below for maintenance access. The individual access over the road to the Town was included as a specific separate grant in this Plat.

that the Town of Jackson is hereby granted a utility easement in, under, over and across the entire GCE–Roadway, as shown hereon, except for those portions of the GCE – Roadway that are within those Lots designated as townhome lots, for purposes of installing water and sewer utility infrastructure and all appurtenances thereto;

that the Town of Jackson is hereby granted an access easement across the entire GCE–Roadway;

that the Town of Jackson is hereby granted an access and maintenance easement across the entire subdivision for purposes of accessing and maintaining all water valves, meters, shut–off boxes, sewer cleanouts, manholes and appurtenances thereto;

that this subdivision is subject to that 15 foot wide access easement and skier access easement set forth in that certain Access and Recreation Easement Agreement described in Book 708 of Photo, Pages 518 to 531, and that certain First Amendment to Access and Recreation Easement to be recorded concurrently with this plat and all amendments thereto;

Tyler - also have you read the Access and Recreation Easement Agreement reference in the last paragraph above - Can I please get a copy?

Thanks for your help. Laura

--
Laura Bonich, PE, LEED AP
775-340-5346
lauraabonich@gmail.com

Tyler Valentine

From: KJ Morris <kj@morrisjh.com>
Sent: Tuesday, April 21, 2020 12:30 PM
To: Jonathan Schechter; Tyler Valentine; Paul Anthony; Town Council; Public Comment; Hailey Morton Levinson
Cc: Bill Collins
Subject: Re: 04-06 Pine Glades

Thank you Jonathan for your reply, It is appreciated greatly.

As a neighborhood, we also want to let the Mayor, Jackson Town Council & Mr. Tozzi & the Developers know that we are in fact united in our opinions and hopes that the developer will stop this unnecessary application of access & separation and focus on what they can do to be a better neighbor.

Many Pine Drive Neighbors agree and would like to make their voices and names heard. These are just a few that want you to know they do care what happens in town.

KJ and Craig Morris
Susannah and Michael Lynch
Kristine and Adam Harris
Lisa and Jim Fifles
Allison Arthur and Brian Upsela
Jessica and Alex MacGregor
Jen and will Bradof
Megan Beck and Alex Hillinger
Kelli and Jeff Ward
Sara and Randy Kjorstad
Ruth and Jim Rooks
Emily and Chris Flanagan
Linda and Gary Edington
Garrett Edington
Fran Romo
Stacie and Rob Caesar
Kelli and Andy Wilke
Laura Bonich
David Defazio
Hope and Mike Maloney
Mollie Stewart
Kathy and Rick Stuck
Nancy and Dick

We invite you all to the next Pine Drive Neighbors Block Party (you can also find us Facebook). In "normal" times we get together 3-4x a year.
Or perhaps just walk our streets and you will generally see one of us, especially on a sunny day, always happy to have a (social distanced) conversation anytime.

Thank you,
KJ Morris

KJ Morris
Shelter Design Studio
307.690.4652
kj@morrisjh.com

On Apr 14, 2020, at 10:53 PM, Jonathan Schechter <JSchechter@jacksonwy.gov> wrote:

Hello KJ

Thank you for your note.

I am woefully behind in responding to my e-mails. Please accept my apologies for the delay in responding, but please also know that I did read it at the time you sent it.

As you know, the council heard the staff report and public testimony on Pine Glades at our last meeting, and will resume our deliberations again at our next meeting. I appreciate the detail you shared in your note, for it helped me gain a much better understanding of the issue.

Thank you again, stay healthy, and all the best.
Jonathan

Jonathan Schechter
Jackson Town Councilor
(307) 733-3932 (main town switchboard)
(307) 733-8687 (direct)
150 E. Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

From: Sandy Birdyshaw
Sent: Monday, April 6, 2020 8:16 PM
To: Town Council
Cc: Tyler Valentine; Paul Anthony; Tiffany Stolte
Subject: KJ Morris 04-06 Pine Glades

Hello,

Passing this public comment along for your review.

Thank you,
Sandy Birdyshaw

From: KJ Morris <kj@morrisjh.com>
Sent: Monday, April 6, 2020 7:27 PM
To: Public Comment <publiccomment@jacksonwy.gov>
Subject: 04-06 Pine Glades

Dear Town Council,

KJ Morris
160 Pine Drive

As Bill Collins has said, Dave Taylor made promises, But In truth he made many more that did not come to fruition. Including his proposal to straighten south Cache and create diaganol parking and plant trees... he called it SoJo. Trees were going to be removed and replanted at grey expense. But as he was fond of saying "people love to live in the trees". He was also going to heat the entire tunnel, but then decided moose might hang out...

But this issue of access thru the Pine Glades site was a crucial component of neighbors relaxing our concerns of the Pine Glades development overall.

Our concerns were greatly tested during horrific construction of basically removing the face of Snow King designed so that Dave Taylor would not have to deal with upper Pine Drive neighbors who had previously held up other developers.
Toxic materials left to waste in the site for years. Short term rental folks speeding in and out of the tunnel. It's not been great since tunnel town was built.

I'm sad to hear that folks living in the affordable units are also living with broken promises.

Pine Drive, Wister and other surrounding immediate streets are an established and close knit neighborhood, we know eachother and have regular block parties and holiday gatherings. So don't worry we are all listening Right now and hoping you make a decision that is truly of Jackson and is neighborly. Visit Pine Drive Neighbors on FaceBook if you like.

Thank you for your consideration of the Pine Drive Neighborhood.
KJ

KJ Morris
Shelter Design Studio
307.690.4652
kj@morrisjh.com

Tyler Valentine

From: Jim Woodmencey <jim@mountainweather.com>
Sent: Tuesday, April 21, 2020 10:54 AM
To: Tyler Valentine
Subject: Re: Pine Glades - Monday Town Council

Thanks again, Tyler. I'll keep checking the town meeting site as we get closer to May 4th.

I liked what Arne had to say last night.
Here is an idea, how about if the town does a "trade" for an easement.

The Town trades a pedestrian easement for allowing Tozzi to stop heating the road.
Heating the road in winter was a requirement of the original development plan, and still is.

Road heating requirement gets written out and a pedestrian easement gets written in.
Simple.

That alone is worth over a million dollars to Tozzi and the Pine Glades resident's HOA fees over the next 10 years.

A fair trade, I think. Take it or leave it.

Regards,
Jim

Jim Woodmencey, meteorologist
MountainWeather
PO Box 2221
Jackson, WY 83001 USA
307-739-9282 Office
307-690-9282 Cell

www.mountainweather.com

On Tue, Apr 21, 2020 at 10:00 AM Tyler Valentine <tvalentine@jacksonwy.gov> wrote:

No worries Jim. The item is set to go to the May 4th meeting which starts at 6pm. The agenda for that meeting won't be available until the Thursday before Council. So I couldn't say exactly what time the item will start. We will know when the agenda is ready.

But in terms of the tree topping being related to fire hazards, I don't think anyone understood what he was talking about or felt that that was a justified response to the tree topping.

Looks like the Council will seek to by an easement for the public. Which I suspect will be turned down by the owner.

-Tyler V

From: Jim Woodmencey [mailto:jim@mountainweather.com]
Sent: Tuesday, April 21, 2020 9:28 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Re: Pine Glades - Monday Town Council

Tyler,

I opened the live feed on the Town website, but it froze up in a matter of a few minutes.

Finally figured out how to get logged in near the end of the Pine Glades rap.

Sorry for the panic last night. My bad for not following up on when the next meeting was.

Council meetings are not on my normal schedule of things-to-do.

But I got it now, May 4th.

Will you be able to let us know about what time the Pine Glades issue will be taken up at that meeting?

By the way, did anyone in that room buy into what Tozzi was selling about topping trees for fire hazard?

Wow!

Stay Healthy.

Cheers,

Jim

Jim Woodmencey, meteorologist
MountainWeather
PO Box 2221
Jackson, WY 83001 USA
307-739-9282 Office

307-690-9282 Cell

www.mountainweather.com

On Mon, Apr 20, 2020 at 7:37 PM Tyler Valentine <tvalentine@jacksonwy.gov> wrote:

Were you able to log in?

From: Jim Woodmencey [mailto:jim@mountainweather.com]
Sent: Monday, April 20, 2020 7:29 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Re: Pine Glades - Monday Town Council

I don't even know how to log-in to view.

This is a bummer.

Jim Woodmencey, meteorologist
MountainWeather
PO Box 2221
Jackson, WY 83001 USA
307-739-9282 Office

307-690-9282 Cell

www.mountainweather.com

On Mon, Apr 20, 2020 at 7:25 PM Jim Woodmencey <jim@mountainweather.com> wrote:

Where was my notice that there was another meeting tonight?

Just found out via neighbors.

Jim Woodmencey, meteorologist
MountainWeather
PO Box 2221
Jackson, WY 83001 USA
307-739-9282 Office

307-690-9282 Cell

www.mountainweather.com

On Thu, Apr 2, 2020 at 11:01 AM Tyler Valentine <tvalentine@jacksonwy.gov> wrote:

Hello,

Due to the Coronavirus situation, the Town is temporarily conducting public meetings/hearings through various technologies to enable remote access and reduce (or eliminate) physical attendance.

Pine Glades will be the first Planning item on the agenda. Town Council has stated that this item will start at 6:20pm. This item will be allotted 1 hour on the agenda, after which, the item will continued to the next regularity scheduled meeting.

Members of the public that want to comment on Pine Glades remotely will need to use Webex through their computer or smartphone. They will be able to see the proceedings but we will not be able to see them. When the time for public comment arrives for an item (as determined by the Council and/or staff moderator), the public will need to use the "raised hand" function to alert the chair/staff that they would like to speak. Once acknowledged, staff will unmute the member of the public and they will be able to speak. This will be done until all members of public have spoken.

- Important Tip: Download Webex: A Webex link to the Monday's meeting will be available through the Town of Jackson website, specifically under 'Agendas & Minutes', then click on "Town Council Regular Meeting'. Once open, a link to Webex will be at the top of the page. Use the link to download the program

onto your computer. It takes about 5 minutes. So please install Webex as soon as you can before the meeting starts. Once installed, you will enter your name and email, then click the 'join' button.

Alternatively, if neither of the above options are available or preferred, you may submit emails addressed to the project planner or Town Council.

Finally, members of the public may speak in person if they are uncomfortable with Webex. If members of the public wish to comment in person, the following are helpful reminders:

- You may be speaking to an empty room as many of the Council members are also using the Webex platform to participate remotely.

- Due to the Public Health Order to not have more than 10 people gathered together, staff will ensure compliance by moving public/applicants into the chamber on an as-needed basis, while all others will wait outside the chambers for their turn. This may also mean waiting in your vehicle depending on weather and preference.

If you have any questions, please email me at tvalentine@jacksonwy.gov. We are continuing to work through these difficult times and your patience ahead of time is greatly appreciated.

TOWN HALL IS TEMPORARILY CLOSED. HOWEVER ALL PLANNING AND BUILDING STAFF ARE WORKING REMOTELY TO ENSURE BUSINESS AS USUAL. PLEASE VISIT THE TOWN WEBSITE FOR UPDATES.

TYLER VALENTINE

SENIOR PLANNER

TOWN OF JACKSON

P.O. BOX 1687

JACKSON, WYOMING 83001

(P) (307)733-0440

(F) (307)734-3563

TVALENTINE@JACKSONWY.GOV

WWW.TOWNOFJACKSON.COM


TOWN OF JACKSON
WYOMING

Tyler Valentine

From: Scott Zabriskie <zabriskie66@gmail.com>
Sent: Tuesday, April 21, 2020 12:58 PM
To: Sinclair Tyler
Cc: Tyler Valentine
Subject: Fwd: Increased liability costs

Hi Tyler,

I wanted to make you aware of this situation. See email below from one of the owners in the Pine Glades Development, where we live in one of the employment based units.

Over the past 2-3 years we have had significant increases and special assessments forced on us, for things like earthquake insurance, uncovered trash collection, roof repairs, road maintenance and snow removal, etc., by the HOA Board, guided by the developer, John Tozzi. We pay all of our own utilities and insurance (studs in) apart from the dues. Now the HOA board is threatening to add another $600 in insurance expense to cover liability insurance due to the road easement matter. I am not a supporter of the private road and would personally welcome keeping it accessible to all, but I truly can't afford to absorb additional cost in my monthly dues.

The covenants don't seem to afford us any helpful protection or control over these increases. We are currently paying double the amount from when we purchased the house 5 1/2 years ago.
While we realize that it is not the town or county's responsibility to control HOA dues, I do wonder if there is a point at which the idea of maintaining these units we live in as economically viable workforce housing will fail without some realistic limits. Is there anything that the Housing Authority as an agency of county government can do to insure that my family and my neighbors are not forced to leave our homes if this pattern of increases is allowed to continue? An "affordable" mortgage in exchange for deed restrictions is a sound solution, but not if HOA dues add another 20-25% pushing the whole equation beyond our stretching point. Are there any tools at the Housing Authority's discretion to prevent the developer from driving the cost of dues beyond the realm of affordability?

I also wonder whether the cost of insuring the public's use of a private road is a legitimate expense to expect a developer to take responsibility for, especially 5 or 6 years after the fact of approval. Is it possible that the town could take on the added liability through some instrument tied to the legal easement?

I'd love to hear your thoughts on this as I'm sure that you have a lot of ideas and other considerations that are relevant to the topic.

Thanks in advance for any comments or ideas to help us understand where this might be headed.

Best Regards!

Scott Zabriskie, Architect
po box 13337
Jackson, WY 82002
307.690.1994

Begin forwarded message:

From: Charles Nagle <charles@charlesnagle.com>
Date: April 20, 2020 at 2:51:39 PM MDT
To: mariel@markandmariel.com, mark@markandmariel.com, mark@highcountrylinen.com, Dave Meyers <dmeyers@wyoming.com>, David Lloyd <dglloyd2000@gmail.com>, Linda Damiano <elledee1011@gmail.com>, John Tozzi <j.tozzi@yahoo.com>, James Wong <jamesj242003@gmail.com>, Jennifer Walker <jennileighpsi@ymail.com>, jshussey@gmail.com, tony@tonyhartl.com, alexander_good@yahoo.com, billbinch@yahoo.com, Stephanie Binch <stephaniebinch@gmail.com>, susoremus@yahoo.com, j9mlloyd@yahoo.com, rajat1212@hotmail.com, jlbragg82@yahoo.com, scott@stillwaterarch.com, jhzabriskie@gmail.com, tiffstolte@gmail.com, stephjohnson73@yahoo.com, tetontodd@hotmail.com, artypolo@gmail.com, pastrycheforteg a@hotmail.com, kobbib@gmail.com, mboyce86@hotmail.com, beverlymboyce@gmail.com, patrick_mcgaugh@yahoo.com
Cc: collinsplanning@bresnan.net, enash@lrw-law.com, council@jacksonwy.gov, Tyler Valentine <tvalentine@jacksonwy.gov>, Lea Colasuonno <lcolasuonno@jacksonwy.gov>, sbirdyshaw@jacksonwy.gov, panthony@jacksonwy.gov
Subject: Increased liability costs

To the members of Pine Glades /Pine Canyon HOA regarding additional insurance if Pine Glades is ordered to be open to the public.

As of this moment,our board has received one estimate for the cost of additional liability insurance. This added insurance is in the form of a general liability umbrella policy in excess of what we have in place now.It will address the added risk to the members the HOA ,as a result of the Town Council ordering us to open our community to public access.

This is an additional policy that the HOA will have to buy . It will add approximately $600 a year to each residents HOA dues .Residents should understand that nothing in our Association CCR's exempts the Spruce Townhome or Spruce Condo Unit owners from paying their portions of this premium . Should there be a large judgement against the HOA that exceeds our coverage, those costs and the attendant legal fees would also be shared by everyone .

In addition, the residents of the market units will need to self insure the areas directly beyond their front and garage doors/ under their living rooms .That area is deeded to the owner as private property and not part of the HOA.

Tyler Valentine

From: Scott Zabriskie <zabriskie66@gmail.com>
Sent: Tuesday, April 21, 2020 1:34 PM
To: Tyler Valentine
Subject: Re: Increased liability costs

Hi Tyler,
Good advice. Thank you!

What email address should I use for sending to the town council?

Also, I have had conversation previously with the Housing Authority and got a similar answer to what Stacy told you. Frankly I'm shocked that they have no control with regard to HOA dues. I guess that's why I was trying to get comments to a higher level of our local government, because I'm not sure that the Housing Authority has any real power to assert. Seems like a change in policy might be needed to give them some "authority" to protect their "Authority" and our workforce community. (They do seem to have plenty of power when it comes to policing the restrictions and verifications that workforce housing residents adhere to.)

Anyway, I know you are in the middle of this too. I consider you a friend and an ally always, and we share common goals for a viable community for us all. Best Wishes as you continue the good work you do.

Thanks for your help!
Scott

On Tue, Apr 21, 2020 at 1:13 PM Tyler Valentine <tvalentine@jacksonwy.gov> wrote:

I will forward it along Scott.

Perhaps you should also send this directly to the Town Council. It appears that because the Town Council is interested in obtaining a public easement, the unintended consequences would be higher insurance costs to everyone, including the affordable units.

I've asked Stacy Stoker at the Housing Authority what power they have to control rents, and she said none. In some cases they might have powers, but I was told they don't with regard to Pine Glades. I would check with Stacy Stoker. Do you have her contact info?

-Tyler V

From: Scott Zabriskie [mailto:zabriskie66@gmail.com]
Sent: Tuesday, April 21, 2020 1:05 PM

To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Fwd: Increased liability costs

Hi Tyler V,

Can you please forward the message I sent you to Tyler Sinclair on my behalf. I apparently have an old email address for him and it bounced back. I will be interested to hear any thoughts you have on the topic. I'm getting a little freaked out about the upward trajectory of our HOA dues.

Thank you!!

Scott Zabriskie

Begin forwarded message:

> **From:** Scott Zabriskie <zabriskie66@gmail.com>
> **Date:** April 21, 2020 at 12:57:44 PM MDT
> **To:** Sinclair Tyler <tsinclair@tetoncountywy.gov>
> **Cc:** Tyler Valentine <tvalentine@jacksonwy.gov>
> **Subject: Fwd: Increased liability costs**
>
> Hi Tyler,
>
> I wanted to make you aware of this situation. See email below from one of the owners in the Pine Glades Development, where we live in one of the employment based units.
>
> Over the past 2-3 years we have had significant increases and special assessments forced on us, for things like earthquake insurance, uncovered trash collection, roof repairs, road maintenance and snow removal, etc., by the HOA Board, guided by the developer, John Tozzi. We pay all of our own utilities and insurance (studs in) apart from the dues. Now the HOA board is threatening to add another $600 in insurance expense to cover liability insurance due to the road easement matter. I am not a supporter of the private road and would personally welcome keeping it accessible to all, but I truly can't afford to absorb additional cost in my monthly dues.

The covenants don't seem to afford us any helpful protection or control over these increases. We are currently paying double the amount from when we purchased the house 5 1/2 years ago.

While we realize that it is not the town or county's responsibility to control HOA dues, I do wonder if there is a point at which the idea of maintaining these units we live in as economically viable workforce housing will fail without some realistic limits. Is there anything that the Housing Authority as an agency of county government can do to insure that my family and my neighbors are not forced to leave our homes if this pattern of increases is allowed to continue? An "affordable" mortgage in exchange for deed restrictions is a sound solution, but not if HOA dues add another 20-25% pushing the whole equation beyond our stretching point. Are there any tools at the Housing Authority's discretion to prevent the developer from driving the cost of dues beyond the realm of affordability?

I also wonder whether the cost of insuring the public's use of a private road is a legitimate expense to expect a developer to take responsibility for, especially 5 or 6 years after the fact of approval. Is it possible that the town could take on the added liability through some instrument tied to the legal easement?

I'd love to hear your thoughts on this as I'm sure that you have a lot of ideas and other considerations that are relevant to the topic.

Thanks in advance for any comments or ideas to help us understand where this might be headed.

Best Regards!

Scott Zabriskie, Architect

po box 13337

Jackson, WY 82002

307.690.1994

Begin forwarded message:

From: Charles Nagle <charles@charlesnagle.com>
Date: April 20, 2020 at 2:51:39 PM MDT
To: mariel@markandmariel.com, mark@markandmariel.com, mark@highcountrylinen.com, Dave Meyers <dmeyers@wyoming.com>, David Lloyd <dglloyd2000@gmail.com>, Linda Damiano <elledee1011@gmail.com>, John Tozzi <j.tozzi@yahoo.com>, James Wong <jamesj242003@gmail.com>, Jennifer Walker <jennileighpsi@ymail.com>, jshussey@gmail.com, tony@tonyhartl.com, alexander_good@yahoo.com, billbinch@yahoo.com, Stephanie Binch <stephaniebinch@gmail.com>, susoremus@yahoo.com, j9mlloyd@yahoo.com, rajat1212@hotmail.com, jlbragg82@yahoo.com, scott@stillwaterarch.com, jhzabriskie@gmail.com, tiffstolte@gmail.com, stephjohnson73@yahoo.com, tetontodd@hotmail.com, artypolo@gmail.com, pastrychefortega@hotmail.com, kobbib@gmail.com, mboyce86@hotmail.com, beverlymboyce@gmail.com, patrick_mcgaugh@yahoo.com
Cc: collinsplanning@bresnan.net, enash@lrw-law.com, council@jacksonwy.gov, Tyler Valentine <tvalentine@jacksonwy.gov>, Lea Colasuonno <lcolasuonno@jacksonwy.gov>, sbirdyshaw@jacksonwy.gov, panthony@jacksonwy.gov
Subject: Increased liability costs

To the members of Pine Glades /Pine Canyon HOA regarding additional insurance if Pine Glades is ordered to be open to the public.

As of this moment,our board has received one estimate for the cost of additional liability insurance. This added insurance is in the form of a general liability umbrella policy in excess of what we have in place now.It will address the added risk to the members the HOA ,as a result of the Town Council ordering us to open our community to public access.

This is an additional policy that the HOA will have to buy . It will add approximately $600 a year to each residents HOA dues .Residents should understand that nothing in our Association CCR's exempts the Spruce Townhome or Spruce Condo Unit owners from paying their portions of this premium . Should there be a large judgement against the HOA that exceeds our coverage, those costs and the attendant legal fees would also be shared by everyone .

In addition, the residents of the market units will need to self insure the areas directly beyond their front and garage doors/ under their living rooms .That area is deeded to the owner as private property and not part of the HOA.

--
Scott Zabriskie, Architect Stillwater Architectural 307.690.1994

Tyler Valentine

From: Laura Bonich <lauraabonich@gmail.com>
Sent: Thursday, April 23, 2020 12:03 PM
To: Tyler Valentine; Jim Woodmencey; David DeFazio; Jim Stanford; Tyler Sinclair; Larry Pardee; Hailey Morton Levinson; Arne Jorgensen; Jonathan Schechter; Pete Muldoon
Subject: Pine Glades Public Road Access

Town Council and Town Staff,

I appreciate your perseverance and understand you have many many other important issues to deal with. Lost in the rhetoric and volume of pages for Pine Glades seems to be these 3 simple facts (provided through Tyler's diligent research and included in his staff report).

1. In August of 2011 the Town approved P11-025 for the Pine Glades project. The following were the Conditions of Approval of that action (see pdf page 226/227 of April 20, 2020 meeting packet). See in particular #2 and #3:

Planning APPROVED W/COND 6/22/2011 6/22/2011 7/5/2011
Shawn Hill
1. The applicant shall not obstruct public access on the proposed pathway.
2. The applicant shall not obstruct public access on the Town of Jackson access easement designated as GCE-Roadway on the Pine Glades Townhomes Phase One Addition plat.
3. The applicant shall place signage at the Cache Avenue and Pine Drive accesses stating that public access is granted to pedestrians and bicyclists. This signage shall be installed prior to building permit issuance for any future building within the Pine Glades PUD or by October 15, 2011, whichever comes first.
4. The applicant shall have a survey prepared that documents the final alignment of the pathway and record said survey prior to October 15, 2011, and provide notification to the Planning Department. This survey shall also include an element ensuring public access on the trail itself as well as each end of the trail alignment.

2. The Town of Jackson access easement referenced in Conditional of Approval #2 above was granted on the Pine Glades Plat Sheet 2 of 7 (see pdf page 229 of April 20,2020 meeting packet).

that the Town of Jackson is hereby granted a utility easement in, under, over and across the entire GCE–Roadway, as shown hereon, except for those portions of the GCE – Roadway that are within those Lots designated as townhome lots, for purposes of installing water and sewer utility infrastructure and all appurtenances thereto;

that the Town of Jackson is hereby granted an access easement across the entire GCE–Road

that the Town of Jackson is hereby granted an access and maintenance easement across the entire subdivision for purposes of accessing and maintaining all water valves, meters, shut–off box sewer cleanouts, manholes and appurtenances thereto;

3. Many members of the public participated over a period of almost 2 years for the original project approvals which culminated in the Project Applicant committing to public access (see transcript below - pdf page 204 of April 20, 2020 meeting packet). Similarly we are participating in this application to amend those approvals. What is the point of public meeting and testimony if it has no standing. Does that mean everything said by Mr. Collins and Mr. Tozi and their attorney at the PC and Town Council meeting has no meaning?

MR. TAYLOR: There is a sidewalk for road bikes. There is not currently, at least shown, a bike lane in the tunnel, or on the interior roads. However, the interior roads are open to non-vehicular/non-motorized vehicle access of the general public. And we've built -- in consultation with Pathways, we are designing to build over a mile of mountain bike trails or hiking trails across the property through which you could get to the bottom of the hill. But for a road bike, there's not a bike path in the tunnel right now.

COUNCILWOMAN TURLEY: It is well lit and

In the complete public record there are five (5) additional references to access identified by staff. The totality of the public record clearly supports the finding that public access is required on the GCE roadway. Please either enforce the existing requirements or add a condition of approval to the current application that the Project allow access by removing the no trespassing signs and the current physical rock barrier prior to any additional Town approvals for the project including issuance of a certificate of occupancy for the Duplex.

Thank you again. Laura

Laura Bonich, PE, LEED AP
775-340-5346
lauraabonich@gmail.com

Tyler Valentine

From: Laura Bonich <lauraabonich@gmail.com>
Sent: Thursday, April 23, 2020 10:56 AM
To: Tyler Valentine
Cc: David DeFazio; Jim Woodmencey
Subject: Re: Pin Glades Access Easement

Thanks Tyler as always!!

One of the Pine Glades owners who was on his back deck yelled at my son last week when he was traversing back to our house from Snow King on his skis - threatening to call the cops. My son said he was up hill from the National forest boundary sign and stopped and pointed that out but the owner said he did not care what the sign said and continued to yell - telling him again he could not be there and that he was going to call the cops.

I would appreciate being able to read the recreation access document and perhaps after all this is done the Town can send a letter to all the Pine Glades owners clarifying the access easement on the HOA property lot behind the units so that the owners do not harass everyone.

Laura

On Thu, Apr 23, 2020 at 8:36 AM Tyler Valentine <tvalentine@jacksonwy.gov> wrote:

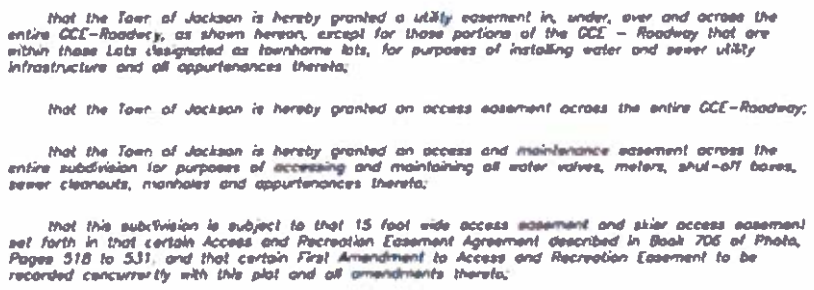
> Laura, I have not forgotten about this email. Jim Stanford had followed up with the same question and I forwarded it to legal to provide the answer. I will get back to you on the 'do not obstruct' statement and the 'Town of Jackson' easement.
>
> I'll have to visit Town Hall today to dig up the recreation easement. I will get it to you. I have viewed that document and it covers the triangular area in the southeastern corner of the plat. The is the hillside area behind (uphill) from the unfinished duplex and the affordable 7-plex.
>
> -Tyler V

From: Laura Bonich [mailto:lauraabonich@gmail.com]
Sent: Tuesday, April 21, 2020 11:23 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>; David DeFazio <david@defaziolaw.com>; Jim Woodmencey <jim@mountainweather.com>
Subject: Pin Glades Access Easement

Tyler,

I am re-reviewing the documents and this is from the Final Plat Sheet 2 of 7. Clearly the Town of Jackson is granted a specific access easement across the entire GCE Roadway. I do not understand why this access - which exists (Final Plat is a legal document) is not the access we are requesting? Isn't the Town the Public? Have we been spending our time over something that should simply go back to being an enforcement issue? It seems we the Town already have access.

It is important to note that there are separate accesses granted above for Utility access and that below for maintenance access. The individual access over the road to the Town was included as a specific separate grant in this Plat.



that the Town of Jackson is hereby granted a utility easement in, under, over and across the entire GCE-Roadway, as shown hereon, except for those portions of the GCE - Roadway that are within those Lots designated as townhome lots, for purposes of installing water and sewer utility infrastructure and all appurtenances thereto;

that the Town of Jackson is hereby granted an access easement across the entire GCE-Roadway;

that the Town of Jackson is hereby granted an access and maintenance easement across the entire subdivision for purposes of accessing and maintaining all water valves, meters, shut-off boxes, sewer cleanouts, manholes and appurtenances thereto;

that this subdivision is subject to that 15 foot wide access easement and skier access easement set forth in that certain Access and Recreation Easement Agreement described in Book 706 of Photo, Pages 518 to 531, and that certain First Amendment to Access and Recreation Easement to be recorded concurrently with this plat and all amendments thereto;

Tyler - also have you read the Access and Recreation Easement Agreement reference in the last paragraph above - Can I please get a copy?

Thanks for your help. Laura

--

Laura Bonich, PE, LEED AP

775-340-5346

lauraabonich@gmail.com

--

Laura Bonich, PE, LEED AP
775-340-5346
lauraabonich@gmail.com

Tyler Valentine

From: Laura Bonich <lauraabonich@gmail.com>
Sent: Friday, April 24, 2020 10:58 AM
To: Tyler Valentine
Cc: Jim Woodmencey; David DeFazio; Paul Anthony
Subject: Re: Pine Glades Public Road Access

Tyler,
I am impressed as always with your extremely comprehensive assessment of the project documents. I do however fundamentally disagree with your interpretation of the condition of approval added for P11-025. That action eliminated the required trail from the cul-de-sac up the hill to the horizontal trail as shown on sheet C2.2 of the FDP plan set. Since that connection trail was eliminated it made total sense that the planner added the specific requirement for access on the Pine Glades Road. The end of that condition is not saying that the Town access on the Final Plat already granted public access. The condition is adding a requirement for ***public*** access on the road - how else could the public get to the other trails that intersect the road after the uphill connection at the cul-de-sac was eliminated.

Also, the transcript you included in the staff report is from Jan 7, 2008 (not 2007?) 2 weeks prior to the final approval meeting (I am assuming the Jan 28 meeting was a continuation of the Jan 7 meeting?) and the title says sketch plan and PUD - how can you differentiate which comments were somehow limited to a sketch plan and which were related to Councils inquiry about the PUD? The comment seems to be in the context of a discussion about the tunnel and overall project access so I am still unclear why it does not have some standing? Certainly Jim Woodmencey and the others at the meeting did not continue to follow up since they believed upon hearing this at the meeting that the access they had been requesting had been agreed to by the developer and the Town. I am sure you can hear this directly from Jim. If that is not the case how would the public ever know when they had achieved anything at a public meeting?

Thanks again in advance for a final review. Laura

On Fri, Apr 24, 2020 at 9:20 AM Tyler Valentine <tvalentine@jacksonwy.gov> wrote:

Laura,

The Council was sent this same response below in response to the issues you brought up. Because they have already received a response, They are not copied on this email.

1) You raised the issue that staff added a condition of approval to the trail relocation in 2011 that states "[t]he applicant shall not obstruct public access to the Town of Jackson access easement designated as GCE Roadway...." on the plat. This issue was addressed directly in the updated 4.20.20 staff report as repeated below:

"Clarification: The GCE roadway grants access to the Town of Jackson (as a public entity) for maintenance of roadway utilities (i.e. water and sewer). It does not grant any type of pedestrian or vehicular access to the general public. The public statement referenced to a statement from a previous planner who was reviewing a Minor Deviation (P14-062) [correction: P11-025] to remove and relocate the trail adjacent to the duplex at 140 & 142 Pine Glades Drive. The planner stated 'the applicant shall not obstruct public access on the Town of Jackson access easement designated as "GCE Roadway" on the Pine Glades Townhomes Phase One Addition plat.' This statement is inaccurate."

Staff in 2011 must have misinterpreted the Town of Jackson easement on the GCE roadway to provide general public access, which it clearly does not. Unfortunately, current staff added this statement to our original compliance letter in May, 2019, but that was before we fully evaluated the record and realized the true nature of the Town of Jackson easement with the aid of the Town Attorney. That may be why you sometimes reference our Compliance letter, but again, that was an error on our part as well. In addition, the plat language highlighted below also makes it clear that the easement was granted only to the Town of Jackson, not to the general public.

2)You also referenced the verbal statement made by Dave Taylor promising public access to the roads in the PUD. This statement was made in August, 20, 2007, during a Sketch Plan meeting. The PUD Final Development Plan was approved in January, 2008.

Staff listened to the audio of the FDP final hearing in 2008 and we did not hear any mention of public access to the roads, or much about the trail plan at all. Thus, the best indication of the legal requirements of the PUD and the intent of the Council regarding the final trail plan is represented by the written record in 2008 not by verbal statements in 2007. Public statements made at Sketch Plan five months prior to the final approval during a very conceptual and brief discussion about trails are not binding unless followed up with clear plans in the final approval consistent with the Sketch Plan statements.

However, as staff pointed out in the staff report with the many excerpts from the final written application, there were no clear statements that public access to Pine Glades Drive was provided in the final approval – other than arguably an implied access to PGD to access some of the trails that intersected Pines Glades Drive on the approved trail plan. However, even if this implied access to Pines Glades Drive was the Council's intent or assumption, it's not clear from the record that the intent was to provide public access to Pine Glades Drive other than to provide access to the trails (i.e., if the trail locations were changed to not require the use of PGD to use them (as the current trail plan amendment proposes), then there seems to be little reason to conclude that the intent was to provide general public access to both all of the PUD's roads AND to all of the trails in the trail plan). This interpretation is supported by the fact that the final record frequently stated that the functional purpose of the trail plan was to allow public access across the site to connect to the USFS trail system, but not necessarily to allow public access to walk on the roads as a separate right. It is also supported by the fact that no public access easement was recorded in 2008 across the platted roads as would be expected if general public access was intended as an independent condition of approval of the PUD. Yet, admittedly, the record is not entirely clear on these important matters.

Staff hopes the above responses help in some way. These are difficult issues to explain succinctly and grey areas remain no matter whose version of events you find most compelling.

Please feel free to contact staff with any questions, etc., you may have.

-Tyler V

From: Laura Bonich [mailto:lauraabonich@gmail.com]
Sent: Thursday, April 23, 2020 12:03 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>; Jim Woodmencey <jim@mountainweather.com>; David DeFazio <david@defaziolaw.com>; Jim Stanford <jstanford@jacksonwy.gov>; Tyler Sinclair <tsinclair@jacksonwy.gov>; Larry Pardee <lpardee@jacksonwy.gov>; Hailey Morton Levinson <hmortonlevinson@jacksonwy.gov>; Arne Jorgensen <AJorgensen@jacksonwy.gov>; Jonathan Schechter <JSchechter@jacksonwy.gov>; Pete Muldoon <pmuldoon@jacksonwy.gov>
Subject: Pine Glades Public Road Access

Town Council and Town Staff,

I appreciate your perseverance and understand you have many many other important issues to deal with. Lost in the rhetoric and volume of pages for Pine Glades seems to be these 3 simple facts (provided through Tyler's diligent research and included in his staff report).

1. In August of 2011 the Town approved P11-025 for the Pine Glades project. The following were the Conditions of Approval of that action (see pdf page 226/227 of April 20, 2020 meeting packet). See in particular #2 and #3:

Planning APPROVED W/COND 6/22/2011 6/22/2011 7/5/2011
Shawn Hill
1. The applicant shall not obstruct public access on the proposed pathway.
2. The applicant shall not obstruct public access on the Town of Jackson access easement designated as GCE-Roadway on the Pine Glades Townhomes Phase One Addition plat.
3. The applicant shall place signage at the Cache Avenue and Pine Drive accesses stating that public access is granted to pedestrians and bicyclists. This signage shall be installed prior to building permit issuance for any future building within the Pine Glades PUD or by October 15, 2011, whichever comes first.
4. The applicant shall have a survey prepared that documents the final alignment of the pathway and record said survey prior to October 15, 2011, and provide notification to the Planning Department. This survey shall also include an element ensuring public access on the trail itself as well as each end of the trail alignment.

2. The Town of Jackson access easement referenced in Conditional of Approval #2 above was granted on the Pine Glades Plat Sheet 2 of 7 (see pdf page 229 of April 20,2020 meeting packet).

that the Town of Jackson is hereby granted a utility easement in, under, over and across th entire GCE–Roadway, as shown hereon, except for those portions of the GCE – Roadway that are within those Lots designated as townhome lots, for purposes of installing water and sewer utility infrastructure and all appurtenances thereto;

that the Town of Jackson is hereby granted an access easement across the entire GCE–Roa

that the Town of Jackson is hereby granted an access and maintenance easement across th entire subdivision for purposes of accessing and maintaining all water valves, meters, shut–off bo sewer cleanouts, manholes and appurtenances thereto;

3. Many members of the public participated over a period of almost 2 years for the original project approvals which culminated in the Project Applicant committing to public access (see transcript below - pdf page 204 of April 20, 2020 meeting packet). Similarly we are participating in this application to amend those approvals. What is the point of public meeting and testimony if it has no standing. Does that mean everything said by Mr. Collins and Mr. Tozi and their attorney at the PC and Town Council meeting has no meaning?

MR. TAYLOR: There is a sidewalk for road bikes. There is not currently, at least shown, a bike lane in the tunnel, or on the interior roads. However, the interior roads are open to non-vehicular/non-motorized vehicle access of the general public. And we've built -- in consultation with Pathways, we are designing to build over a mile of mountain bike trails or hiking trails across the property through which you could get to the bottom of the hill. But for a road bike, there's not a bike path in the tunnel right now.

COUNCILWOMAN TURLEY: It is well lit and

In the complete public record there are five (5) additional references to access identified by staff. The totality of the public record clearly supports the finding that public access is required on the GCE roadway. Please either enforce the existing requirements or add a condition of approval to the current application that the Project allow access by removing the no trespassing signs and the current physical rock barrier prior to any additional Town approvals for the project including issuance of a certificate of occupancy for the Duplex.

Thank you again. Laura

Laura Bonich, PE, LEED AP

775-340-5346

lauraabonich@gmail.com

--

Laura Bonich, PE, LEED AP
775-340-5346
lauraabonich@gmail.com

Tyler Valentine

From: David Defazio <David@defaziolaw.com>
Sent: Friday, April 24, 2020 9:49 AM
To: Tyler Valentine; Laura Bonich; Jim Woodmencey
Cc: Paul Anthony
Subject: RE: Pine Glades Public Road Access

Tyler –
This process has become incredibly frustrating, especially considering that the position of the Staff seems to have changed from indicating that public pedestrian access was clearly provided by the Developer, to now seemingly taking the position that it was not. Through no interpretation of events or representations can anyone deny that the intent of the Developer was to grant pedestrian access across that road. No way. Neither can anyone deny that the Town was responsible for incorporating that access into the rules governing the Pine Glades development. And it is clear that the Town failed to do so.

MR. TAYLOR: There is a sidewalk for road bikes. There is not currently, at least shown, a bike lane in the tunnel, or on the interior roads. However, the interior roads are open to non-vehicular/non-motorized vehicle access of the general public. And we've built -- in consultation with Pathways, we are designing to build over a mile of mountain bike trails or hiking trails across the property through which you could get to the bottom of the hill. But for a road bike, there's not a bike path in the tunnel right now.
COUNCILWOMAN TURLEY: It is well lit and

Can that be any more clear? And beyond the highlighted portion, it is clear that a bike path was also being discussed which reinforces the intent of the Developer to provide walk and bike travel across the road. Every dirt trail in Pine Glades ties into a paved road. The public used that road for walking and riding bikes for what, eight years pursuant to what we all knew was the intent of the Developer. And now, just because the current Developer made promises to buyers that the development was a gated, private community, the Town is unwilling to uphold its responsibility to enforce the intent to allow access? Why has the Staff changed its tune? The Staff is losing any integrity it had by taking the position that this is a "gray area". The intent is not gray, it is clear. As is the Town's responsibility to make this right.

- David

From: Tyler Valentine <tvalentine@jacksonwy.gov>
Sent: Friday, April 24, 2020 9:18 AM
To: Laura Bonich <lauraabonich@gmail.com>; Jim Woodmencey <jim@mountainweather.com>; David Defazio <David@defaziolaw.com>
Cc: Paul Anthony <panthony@jacksonwy.gov>
Subject: RE: Pine Glades Public Road Access

Laura,

The Council was sent this same response below in response to the issues you brought up. Because they have already received a response, They are not copied on this email.

1) You raised the issue that staff added a condition of approval to the trail relocation in 2011 that states "[t]he applicant shall not obstruct public access to the Town of Jackson access easement designated as GCE Roadway...." on the plat. This issue was addressed directly in the updated 4.20.20 staff report as repeated below:

"Clarification: The GCE roadway grants access to the Town of Jackson (as a public entity) for maintenance of roadway utilities (i.e. water and sewer). It does not grant any type of pedestrian or vehicular access to the general public. The public statement referenced to a statement from a previous planner who was reviewing a Minor Deviation (P14-062) [correction: P11-025] to remove and relocate the trail adjacent to the duplex at 140 & 142 Pine Glades Drive. The planner stated 'the applicant shall not obstruct public access on the Town of Jackson access easement designated as "GCE Roadway" on the Pine Glades Townhomes Phase One Addition plat.' This statement is inaccurate."

Staff in 2011 must have misinterpreted the Town of Jackson easement on the GCE roadway to provide general public access, which it clearly does not. Unfortunately, current staff added this statement to our original compliance letter in May, 2019, but that was before we fully evaluated the record and realized the true nature of the Town of Jackson easement with the aid of the Town Attorney. That may be why you sometimes reference our Compliance letter, but again, that was an error on our part as well. In addition, the plat language highlighted below also makes it clear that the easement was granted only to the Town of Jackson, not to the general public.

2)You also referenced the verbal statement made by Dave Taylor promising public access to the roads in the PUD. This statement was made in August, 20, 2007, during a Sketch Plan meeting. The PUD Final Development Plan was approved in January, 2008.

Staff listened to the audio of the FDP final hearing in 2008 and we did not hear any mention of public access to the roads, or much about the trail plan at all. Thus, the best indication of the legal requirements of the PUD and the intent of the Council regarding the final trail plan is represented by the written record in 2008 not by verbal statements in 2007. Public statements made at Sketch Plan five months prior to the final approval during a very conceptual and brief discussion about trails are not binding unless followed up with clear plans in the final approval consistent with the Sketch Plan statements.

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site to connect to the USFS trail system, but not necessarily to allow public access to walk on the roads as a separate right. It is also supported by the fact that no public access easement was recorded in 2008 across the platted roads as would be expected if general public access was intended as an independent condition of approval of the PUD. Yet, admittedly, the record is not entirely clear on these important matters.

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From: Laura Bonich [mailto:lauraabonich@gmail.com]
Sent: Thursday, April 23, 2020 12:03 PM
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current physical rock barrier prior to any additional Town approvals for the project including issuance of a certificate of occupancy for the Duplex.

Thank you again. Laura

Laura Bonich, PE, LEED AP
775-340-5346
lauraabonich@gmail.com

From: Carl Pelletier
To: Tiffany Stolte
Subject: FW: Online Form Submittal: General Inquiry, Comment, or Concern
Date: Monday, April 27, 2020 9:27:44 AM

Tiff,

I submitted this to the Town Council, but wasn't sure if you were keeping track of these in the Planning Department too.

How you doing?

Carl

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Saturday, April 25, 2020 6:34 PM
To: Carl Pelletier <cpelletier@jacksonwy.gov>
Subject: Online Form Submittal: General Inquiry, Comment, or Concern

General Inquiry, Comment, or Concern

First Name	Janelle
Last Name	Smiley
Phone Number	970-596-8699
Email Address	Janellesmiley@gmail.com
General Inquiry, Comment, or Concern	This comment is in regards to Pine Dr access to Snowking through the "new" development at the top of the road all the condos. I used to use the road to get to snow king until they put up a very unwelcoming fence and I started seeing a man walking around with a baseball bat. That is a inner city vibe. I thought Jackson was a welcoming friendly place. That whole development does not have a good neighbor feel and then to deny others who live on the same street to pass by... do we want to promote private gated communities in town? Is this the direction we as a community want to go? I hope the town council will allow public access to snow king and keep the community feel in town. Thank you Resident on Pine Dr

Email not displaying correctly? View it in your browser.

Tyler Valentine

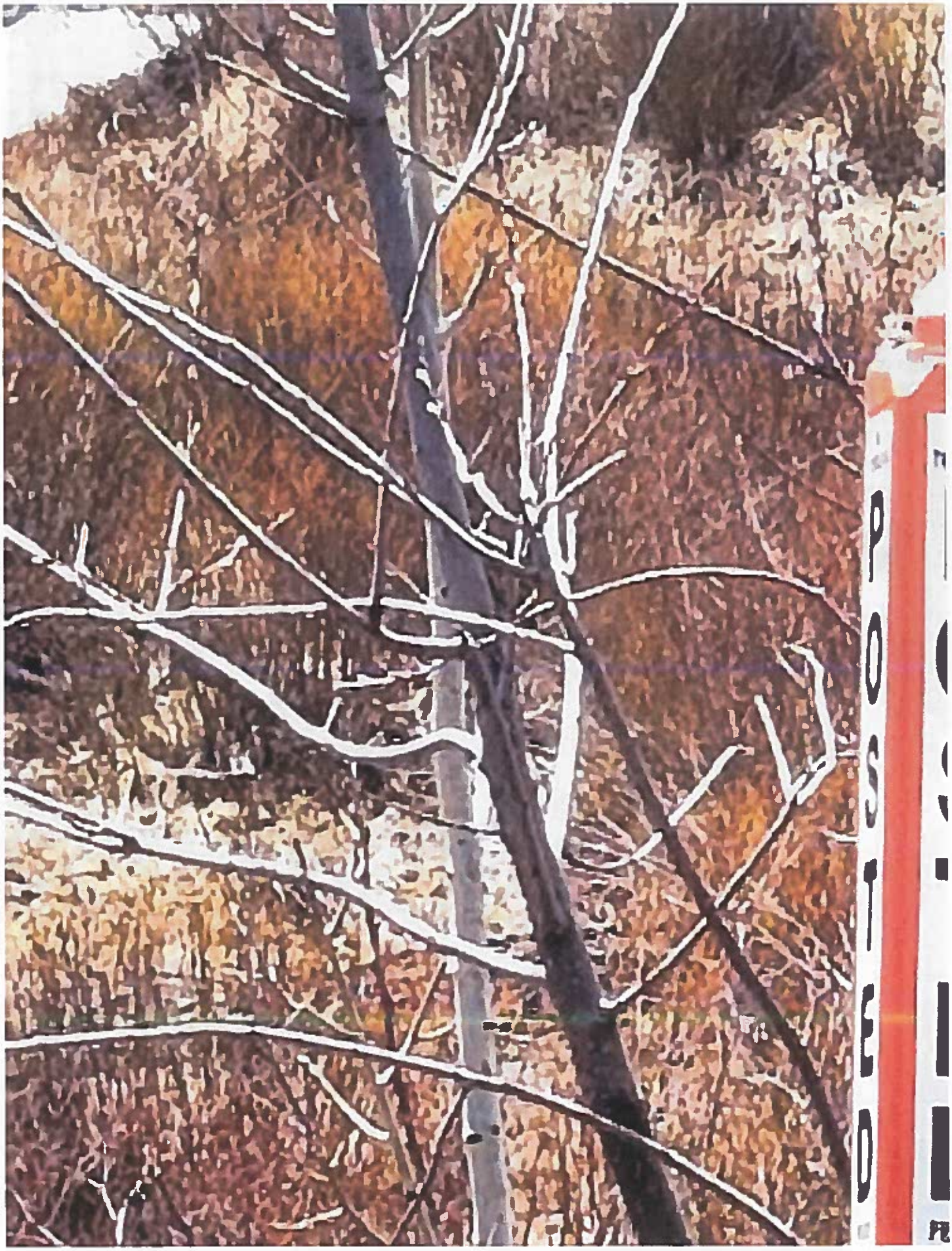
From: Susan Oremus <susoremus@yahoo.com>
Sent: Sunday, April 26, 2020 7:31 PM
To: j.tozzi@yahoo.com; Mark Barron; collinsplanning@bresnan.net; enash@lrw-law.com; Town Council; Sandy Birdyshaw; Paul Anthony; patrick_mcgaugh@yahoo.com; mboyce86@hotmail.com; kobbib@gmail.com; pastrychefortega@hotmail.com; artypolo@gmail.com; stephjohnson73@yahoo.com; tetontodd@hotmail.com; tiffstolte@gmail.com; scott@stillwaterarch.com; jhzabriskie@gmail.com; jlbragg82 @yahoo.com; jabragg360@yahoo.com; rajat1212@hotmail.com; bryan.miles@belaysolutions.com; j9mlloyd@yahoo.com; susoremus@yahoo.com; billbinch@yahoo.com; alexander_good@yahoo.com; darrylynnkaun@gmail.com; tony@tonyhartl.com; mark@markandmariel.com; mariel@markandmariel.com; J Hussey; Charles Nagle; Jennifer Walker; Linda Damiano; Linda Damiano; Tyler Valentine; Lea Colasuonno; David Lloyd; Kyle Somers
Subject: One of these signs is NOT like the others.

Dear Sirs and Madams;

All that I ask is that you please consider what I am presenting.

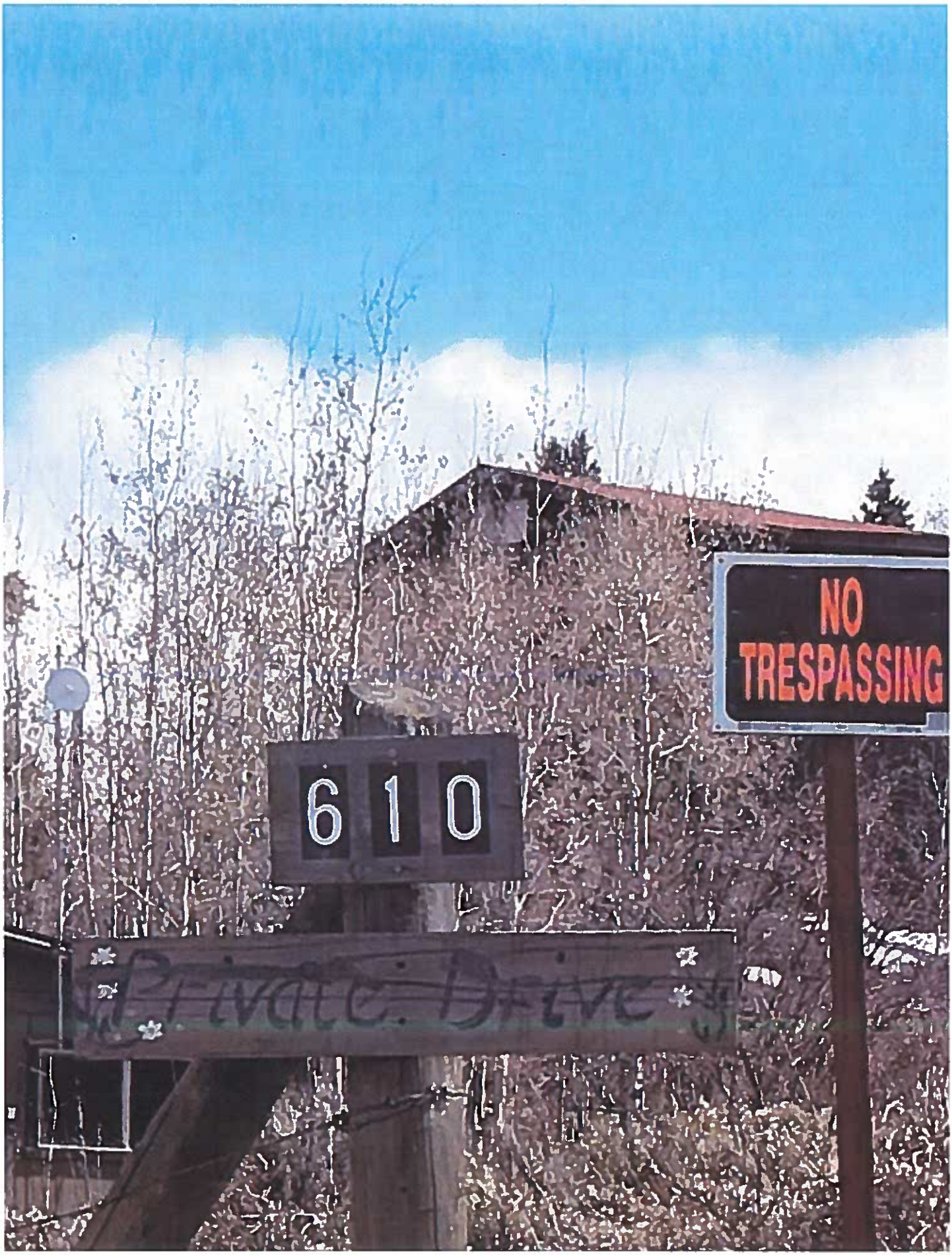
What do ALL of these photos have in common, EXCEPT for the very last one?
As seen around Teton County, Jackson and Wilson Wyoming.

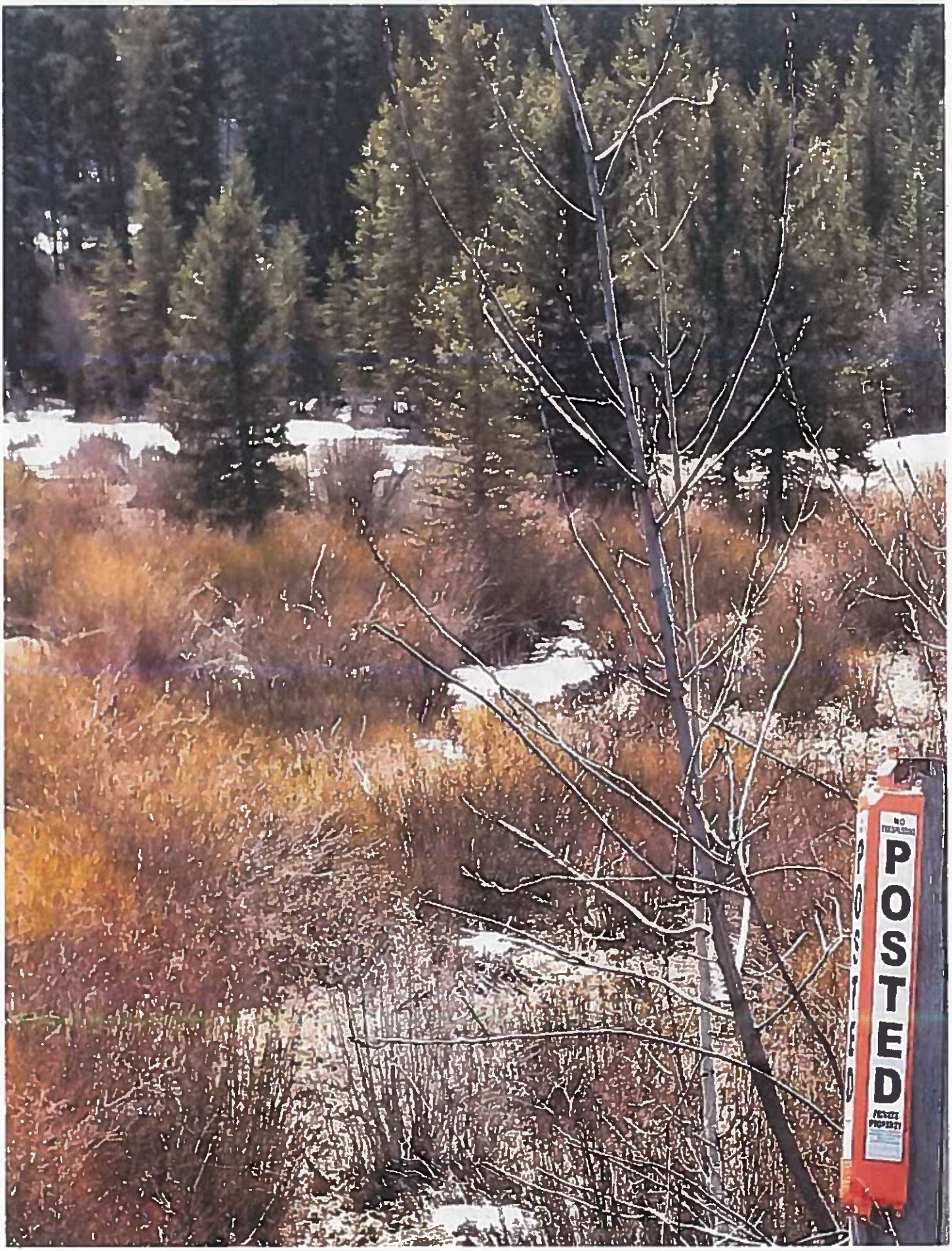

PRIVATE
PROPERTY
NO
TRESPASSING

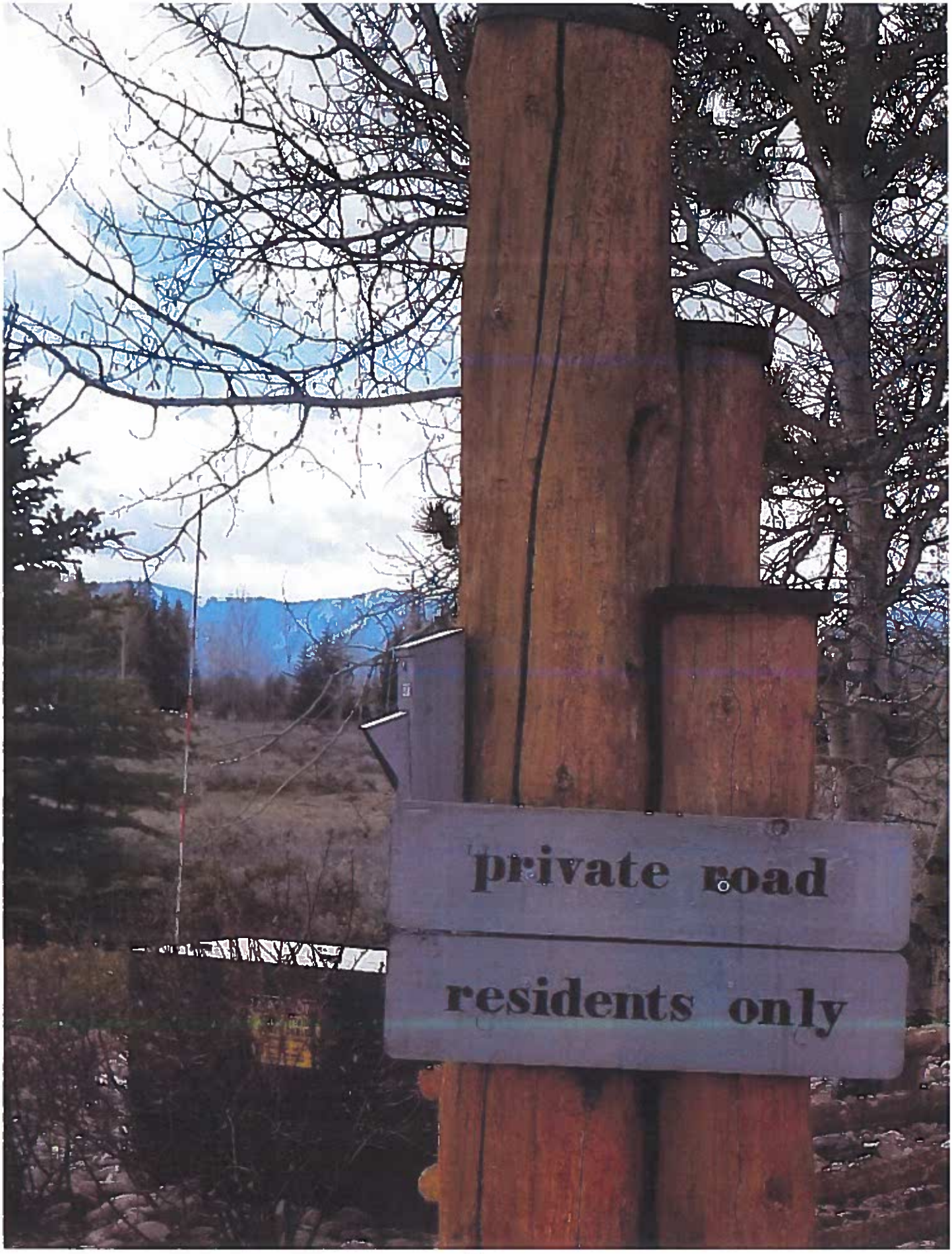

POSTED

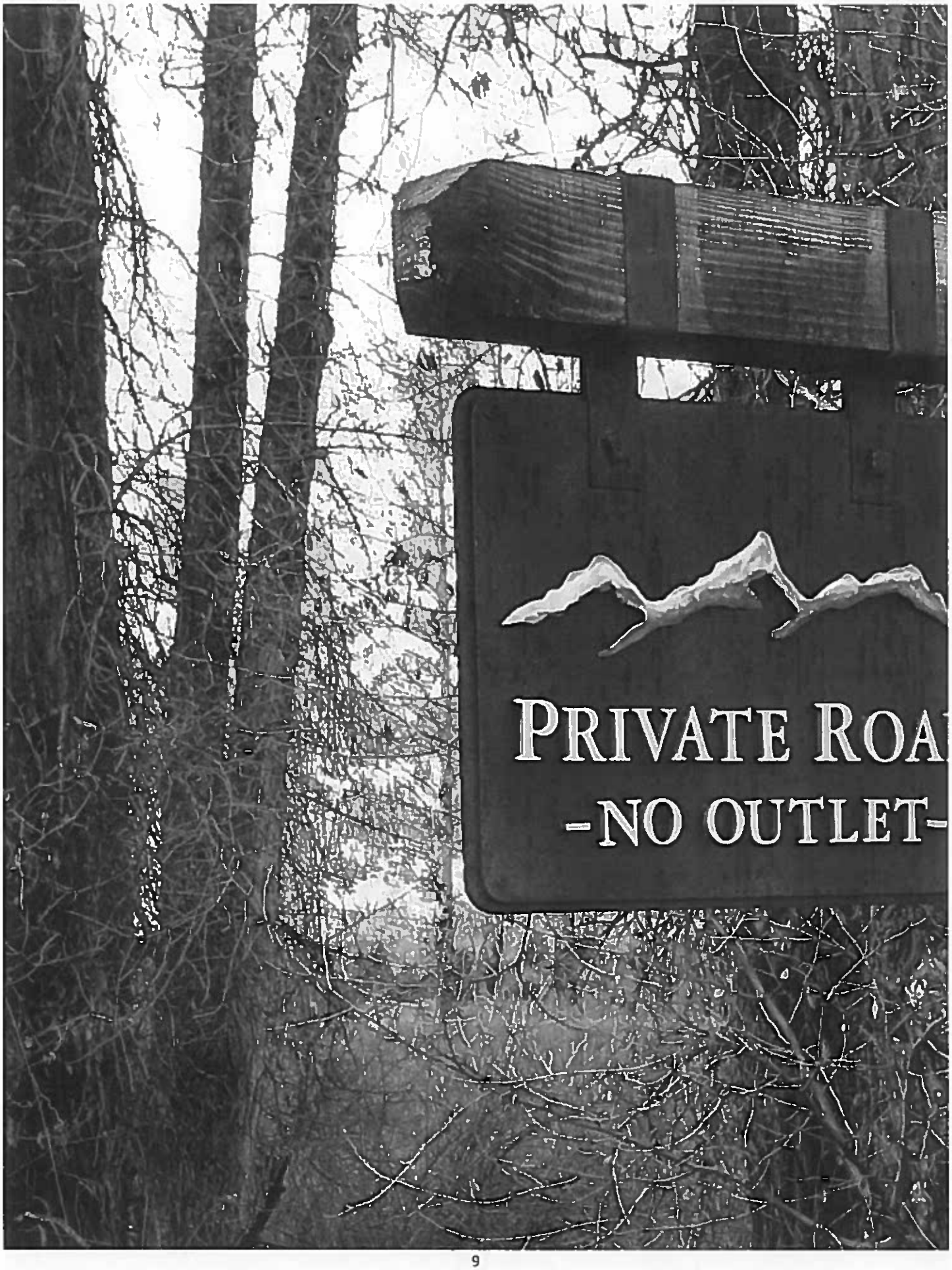

DO NOT
ENTER
NO TRESPASS
PRIVATE
$750 FINE ENFOR
STATE OF WYOMI

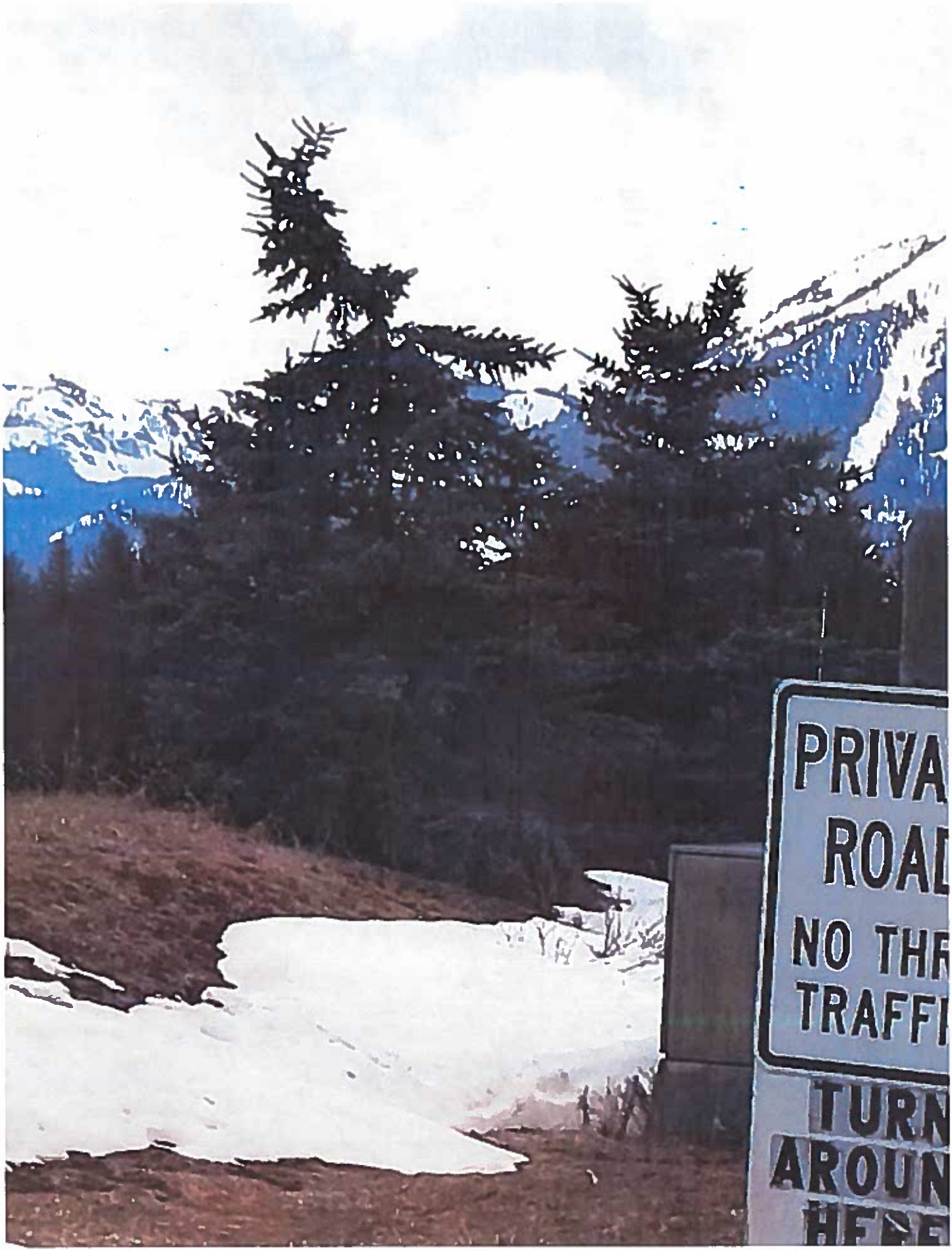

610
Private Dr


NO
TRESPASSING
610
Private Drive

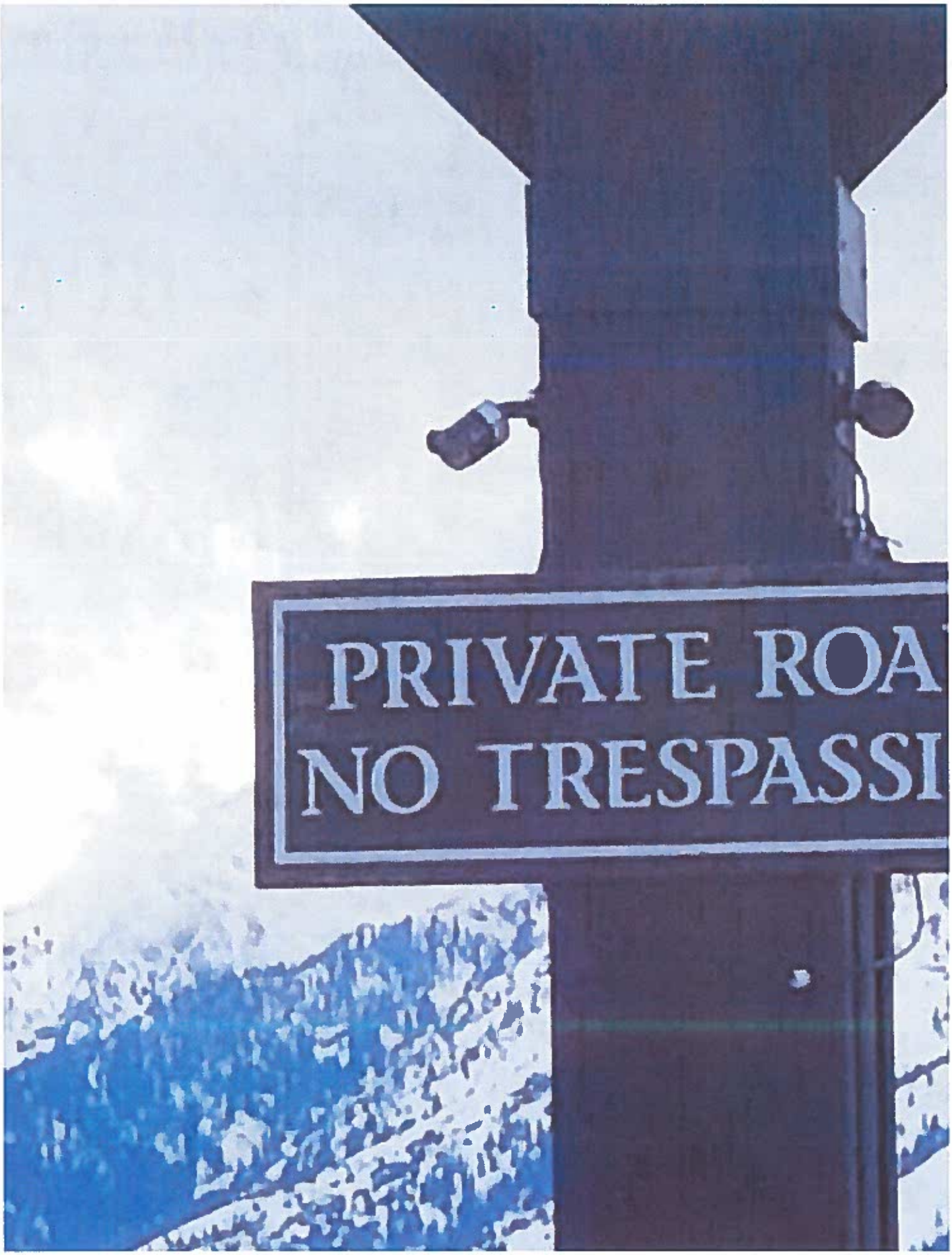

NO TRESPASSING
POSTED
PRIVATE PROPERTY

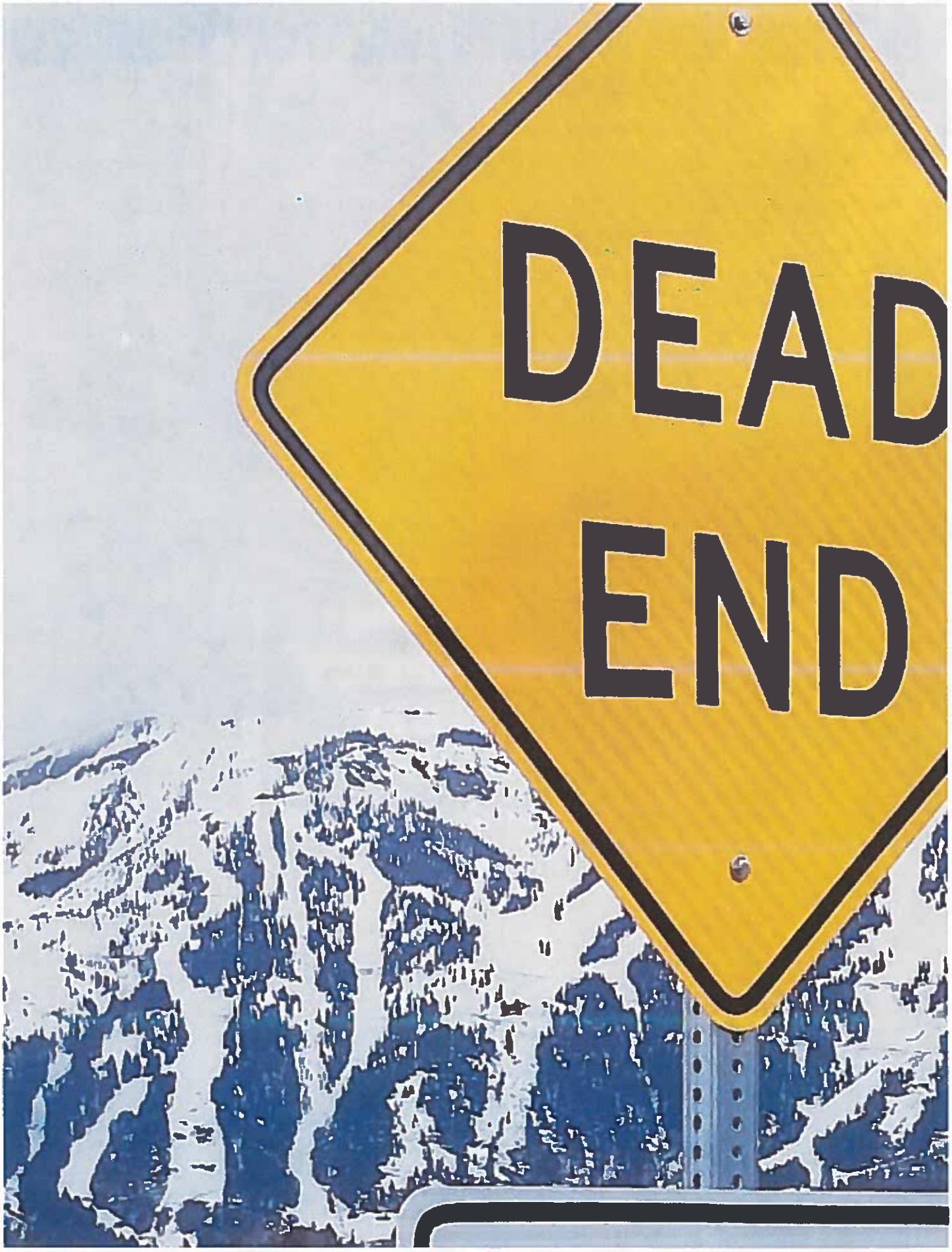

private road
residents only


PRIVATE ROA
-NO OUTLET-


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NO THR
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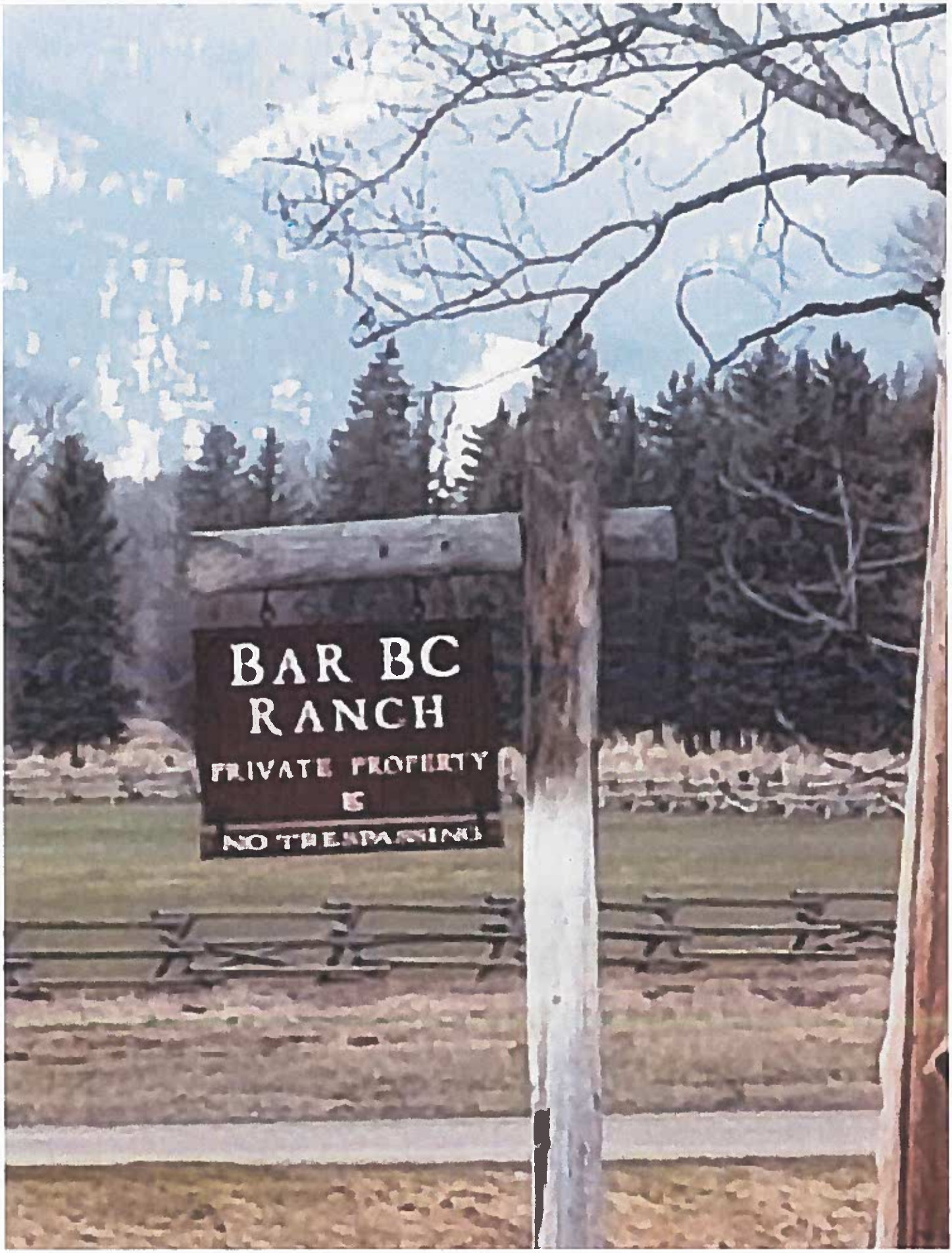

PRIVATE ROA
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RESPECT
OUR


PRIVATE
PROPERTY
NO
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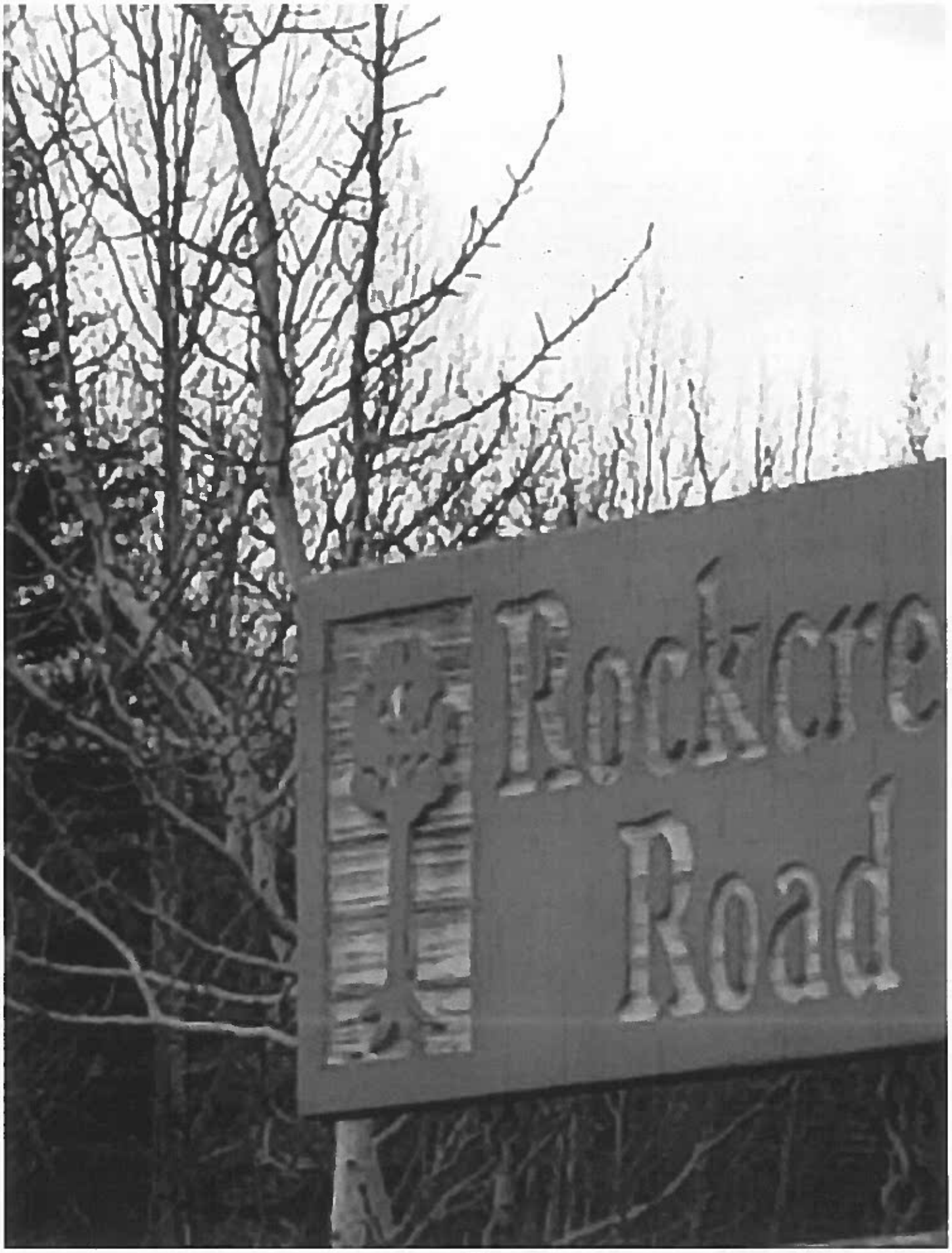

DEAD END
PLEASE RESPECT
OUR PRIVACY.

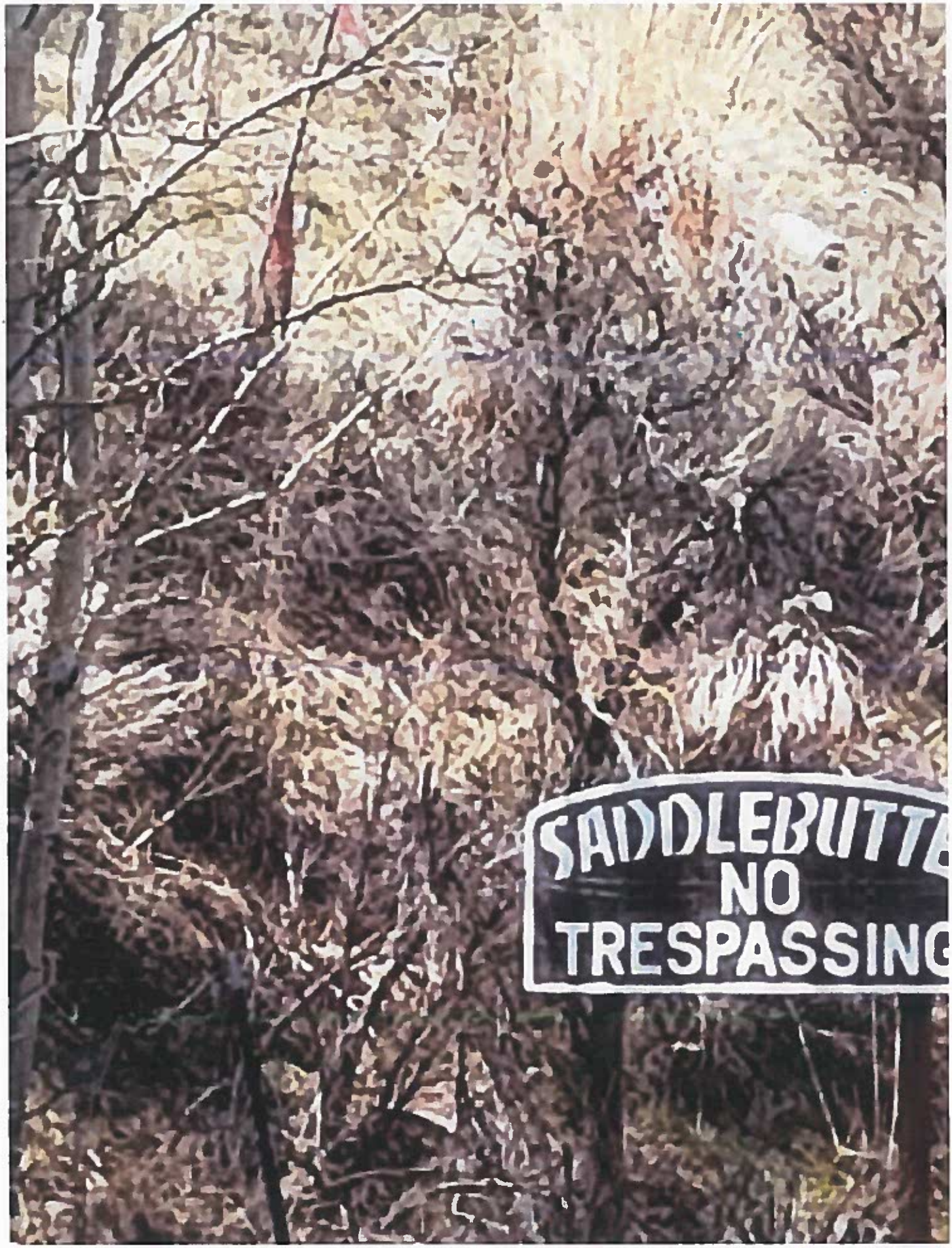

BAR BC
RANCH
PRIVATE PROPERTY
IS
NO TRESPASSING


PRIVATE RO
NO TRESPASS


PRIVATE PROPER
NO TRESPASSIN
TURN AROUND AH
NO
RIVER
ACCESS


SPEED
BUMPS
AHEAD
WILDERNESS
RANCH
PRIVATE ROAD
SPEED LIMIT 15


Rockcre
Road


SADDLEBUTTE
NO
TRESPASSING


NO
Trespassing
Private Property

All of the properties pictured with signs above (EXCEPT for the last red/white sign) are more than likely respected as PRIVATE PROPERTY by their neighbors, visitors and towns.

Are the first 20 posted signs seen as being elitists and unfriendly by the towns of Jackson and Wilson?

Do their neighbors consider them elitists and unneighborly OR do the neighbors and the towns respect that the person/people posting these signs purchased said properties and are able to erect signs stating that it is Private Property and are respectfully asking that people adhere to what their signage says.

Best Regards,

Susan Oremus

Tyler Valentine

From: noreply@civicplus.com
Sent: Sunday, April 26, 2020 1:56 PM
To: Town Council
Subject: Online Form Submittal: Email the Town Council

If you are having problems viewing this HTML email, click to view a Text version.

Email the Town Council

Subject: Pine Glades Trail Plan (P19-262)

Email Content:* April 26, 2020 Mayor Pete Muldoon Vice Mayor Hailey Morton Levinson Jim Stanford Arne Jorgensen Jonathan Schechter (delivered via email) Dear Mayor and Council Members, Re: Pine Glades Trail Plan (P19-262) – May 4, 2020 Town Council Meeting I've taken time to read the correspondence from our Pine Drive neighbors requesting public access onto our private road. A few of the same Pine Drive homeowners have written multiple letters to the Town Council. Strangely, many of the letters previously sent to the Town Planning Committee from Pine Glades Drive homeowners are noticeably absent from your review package. Why are we in this position where we have Pine Drive versus Pine Glades Drive? A little history for the purpose of context is important. Pine Drive residents' "vitriolic opposition" (as conveyed by the principal investor/developer Jeff Hussey since project inception) to any Pine Glades Drive traffic coming onto their public road forced Mr. Hussey to spend $15 Million to build a tunnel. Pine Drive residents "strong opposition" forced Pine Glades to install a gate to ensure that Pine Glades residents would not wander over onto Pine Drive, and then labeling us as elitist living in a gated community. After successfully lobbying the Town of Jackson to execute everything they wanted, our Pine Drive neighbors who so desperately wanted to keep us out of their neighborhood, now wants to come into our community, because they claim it is their right since it was supposedly done in the past on a former hiking trail and supposedly based on some verbal response made at public meeting that was never documented at all in writing. Have you ever wondered for once why the Pine Glades Homeowners are so much against public access, aside from the obvious and genuine safety and liability concerns? When we visit a person's home, we generally show respect for his or her property. As a guest in someone's home (or property), we must also take on certain responsibilities, such as, conveying civility, having self control and showing respect for other people's property. When that is violated, it should not be a shock that we may not be invited back in the future. Most, if not all of us, in Pine Glades have never lived in a gated community nor did we have any desire of doing so when we bought our homes in Pine Glades. Those of us with neutral thinking at the outset unfortunately changed our minds after some public exposure. All the correspondence from our Pine Drive neighbors convey their reasons on why public access to our community is supposedly their right, but not a single Pine Drive homeowner has ever conveyed that they also have a responsibility to be respectful of other people's property, show civility and not be loud and rambunctious at 11:30 PM or 1:30 AM in the morning when traversing our property. You simply wear out your welcome if the insults are repeated enough times. Legislating human behavior has never been possible. Why do you believe that human behavior will suddenly change, if access is endorsed and suddenly granted. It'll simply reinforce and embolden their same behaviors they've practiced on us over many years. Some folks are nice, but many are not. Why don't you grant a public easement to us for access onto every single private property along Pine Drive? Would you like to venture a guess as to how those owners will react, especially, if we show the same level of respect and civility on their property as they've shown us over the years? Our Pine Drive neighbors would never accept a public easement on their properties that you somehow expect us to grant. Do you, as members of the Town Council, truly and honestly believe that the Pine Glades homeowners are opposing the public access without any valid reasons and that all of the visitors from Pine Drive have engendered the responsibilities necessary while accessing Pine Glades? Let me assure you, that's an emphatic "NO." We reside on a mountain road with a tunnel and away from the population center. The visitors we have from Pine Drive know this very well. When no one is monitoring and/or enforcing the rules, they do as they please, which is exactly what's been going on here for years. If 95% of our neighbors' dogs roam our private property unleashed and at times without their owners, dogs urinating and defecating all over our road and especially our homes (the building literally), various neighbors being loud and rambunctious, skate boarding, biking and walking in and out of our private driveway deeded to us, skiing

	and snow boarding down Pine Glades Drive, would you tolerate it after years of repeated infractions and ongoing nuisance that we are continually exposed to? After awhile, you get extremely upset over the on-going nuisance that truly becomes burdensome. Having been here since 2010, I have only met one non-resident woman who walked a dog with a leash and picked up after the dog. I conveyed my thanks and appreciation to her. She told me that she was simply walking the dog for her friend living in town. As homeowners on Pine Glades Drive, we simply want to have the quiet enjoyment of our homes and properties, like our neighbors on Pine Drive or any homeowner in the entire Town of Jackson. We are not asking for any privilege, but simply equal rights. Respectfully, James Wong, Jr. 242 Pine Glades Drive Jackson, WY 83001
Your Name:*	James Wong, Jr.
Your Company Name:	
Your Phone Number:	307-201-1369
Your Email Address:*	jamesj242003@gmail.com
Your City:	Jackson
Your State:	WY
Your Zip Code:	83001

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
http://www.jacksonwy.gov/Admin/FormHistory.aspx?SID=1647

The following form was submitted via your website: Email the Town Council

Subject:: Pine Glades Trail Plan (P19-262)

Email Content:: April 26, 2020

Mayor Pete Muldoon
Vice Mayor Hailey Morton Levinson
Jim Stanford
Arne Jorgensen
Jonathan Schechter (delivered via email)

Dear Mayor and Council Members,

Re: Pine Glades Trail Plan (P19-262) – May 4, 2020 Town Council Meeting

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April 26, 2020

Mayor Pete Muldoon
Vice Mayor Hailey Morton Levinson
Jim Stanford
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Jonathan Schechter (delivered via email)

Dear Mayor and Council Members,

Re: Pine Glades Trail Plan (P19-262) – May 4, 2020 Town Council Meeting

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Pine Drive residents' "vitriolic opposition" (as conveyed by the principal investor/developer Jeff Hussey since project inception) to any Pine Glades Drive traffic coming onto their public road ***forced*** Mr. Hussey to spend $15 Million to build a tunnel.

Pine Drive residents "strong opposition" ***forced*** Pine Glades to install a gate to ensure that Pine Glades residents would not wander over onto Pine Drive, and then labeling us as elitist living in a gated community.

After successfully lobbying the Town of Jackson to execute everything they wanted, our Pine Drive neighbors who so desperately wanted to keep us out of their neighborhood, now wants to come into our community, because they claim it is their right since it was supposedly done in the past on a former hiking trail and supposedly based on some verbal response made at public meeting that was never documented at all in writing.

Have you ever wondered for once why the Pine Glades Homeowners are so much against public access, aside from the obvious and genuine safety and liability concerns? When we visit a person's home, we generally show respect for his or her property. As a guest in someone's home (or property), we must also take on certain responsibilities, such as, conveying civility, having self control and showing respect for other people's property. When that is violated, it should not be a shock that we may not be invited back in the future. Most, if not all of us, in Pine Glades have never lived in a gated community nor did we have any desire of doing so when we bought our homes in Pine Glades. Those of us with neutral thinking at the outset unfortunately changed our minds after some public exposure.

All the correspondence from our Pine Drive neighbors convey their reasons on why public access to our community is supposedly their right, but ***not a single Pine Drive homeowner*** has ever conveyed that they also have a responsibility to be respectful of other people's property, show civility and not

be loud and rambunctious at 11:00 PM or 1:30 AM in the morning when traversing our property. You simply wear out your welcome if the insults are repeated enough times. Legislating human behavior has never been possible. Why do you believe that human behavior will suddenly change, if access is endorsed and suddenly granted. It'll simply reinforce and embolden their same behaviors they've practiced on us over many years. Some folks are nice, but many are not. Why don't you grant a public easement to us for access onto every single private property along Pine Drive? Would you like to venture a guess as to how those owners will react, especially, if we show the same level of respect and civility on their property as they've shown us over the years? Our Pine Drive neighbors would never accept a public easement on their properties that you somehow expect us to grant.

Do you, as members of the Town Council, truly and honestly believe that the Pine Glades homeowners are opposing the public access without any valid reasons and that all of the visitors from Pine Drive have engendered the responsibilities necessary while accessing Pine Glades? Let me assure you, that's an emphatic ***"NO."*** We reside on a mountain road with a tunnel and away from the population center. The visitors we have from Pine Drive know this very well. When no one is monitoring and/or enforcing the rules, they do as they please, which is exactly what's been going on here for years. If 95% of our neighbors' dogs roam our private property unleashed and at times without their owners, dogs urinating and defecating all over our road and especially our homes (the building literally), various neighbors being loud and rambunctious, skate boarding, biking and walking in and out of our private driveway deeded to us, skiing and snow boarding down Pine Glades Drive, would you tolerate it after years of repeated infractions and ongoing nuisance that we are continually exposed to? After awhile, you get extremely upset over the on-going nuisance that truly becomes burdensome. Having been here since 2010, I have only met one non-resident woman who walked a dog with a leash and picked up after the dog. I conveyed my thanks and appreciation to her. She told me that she was simply walking the dog for her friend living in town.

As homeowners on Pine Glades Drive, we simply want to have the quiet enjoyment of our homes and properties, like our neighbors on Pine Drive or any homeowner in the entire Town of Jackson. We are not asking for any privilege, but simply equal rights.

Respectfully,
James Wong, Jr.
242 Pine Glades Drive
Jackson, WY 83001

Tyler Valentine

From: Carl Pelletier
Sent: Monday, April 27, 2020 11:11 AM
To: Town Council
Cc: Tiffany Stolte
Subject: Public Comment - Pine Drive access

Thank you,
Carl

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, April 27, 2020 10:42 AM
To: Carl Pelletier <cpelletier@jacksonwy.gov>
Subject: Online Form Submittal: General Inquiry, Comment, or Concern

General Inquiry, Comment, or Concern

First Name	Jack
Last Name	Henley
Phone Number	4132446701
Email Address	jack.d.henley@gmail.com
General Inquiry, Comment, or Concern	Hi there - I am writing in regards to the public access to Snow King via Pine Drive. I am a resident of Pine Drive and am concerned about the proposed closing of the trail access from our neighborhood due to the Pine Glades development. As an avid user of this right of way, I would like to see this area protected so that our community members can continue to have easy access to Snow King's great trail network. This ease of access is a huge perk to living in Jackson, and I believe is an integral part of our outdoor community. It may seem trivial, but I think that any steps to close down trailheads, particularly in the name of "private interest", is a step in the wrong direction. I hope that the town council votes to keep these trails open!! Thanks, -Jack

Email not displaying correctly? View it in your browser.

Tyler Valentine

From: Carl Pelletier
Sent: Monday, April 27, 2020 9:25 AM
To: Town Council
Subject: Public Comment - Pine Drive access to Snow King

Thank you,
Carl

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Saturday, April 25, 2020 6:34 PM
To: Carl Pelletier <cpelletier@jacksonwy.gov>
Subject: Online Form Submittal: General Inquiry, Comment, or Concern

General Inquiry, Comment, or Concern

First Name	Janelle
Last Name	Smiley
Phone Number	970-596-8699
Email Address	Janellesmiley@gmail.com
General Inquiry, Comment, or Concern	This comment is in regards to Pine Dr access to Snowking through the "new" development at the top of the road all the condos. I used to use the road to get to snow king until they put up a very unwelcoming fence and I started seeing a man walking around with a baseball bat. That is a inner city vibe. I thought Jackson was a welcoming friendly place. That whole development does not have a good neighbor feel and then to deny others who live on the same street to pass by... do we want to promote private gated communities in town? Is this the direction we as a community want to go? I hope the town council will allow public access to snow king and keep the community feel in town. Thank you Resident on Pine Dr

Email not displaying correctly? View it in your browser.

From: Carl Pelletier
To: Town Council
Cc: Tiffany Stolte
Subject: Public Comment - Pine Drive access
Date: Monday, April 27, 2020 11:11:08 AM

Thank you,
Carl

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, April 27, 2020 10:42 AM
To: Carl Pelletier <cpelletier@jacksonwy.gov>
Subject: Online Form Submittal: General Inquiry, Comment, or Concern

General Inquiry, Comment, or Concern

First Name	Jack
Last Name	Henley
Phone Number	4132446701
Email Address	jack.d.henley@gmail.com
General Inquiry, Comment, or Concern	Hi there - I am writing in regards to the public access to Snow King via Pine Drive. I am a resident of Pine Drive and am concerned about the proposed closing of the trail access from our neighborhood due to the Pine Glades development. As an avid user of this right of way, I would like to see this area protected so that our community members can continue to have easy access to Snow King's great trail network. This ease of access is a huge perk to living in Jackson, and I believe is an integral part of our outdoor community. It may seem trivial, but I think that any steps to close down trailheads, particularly in the name of "private interest", is a step in the wrong direction. I hope that the town council votes to keep these trails open!! Thanks, -Jack

Email not displaying correctly? View it in your browser.

Tyler Valentine

From: Linda Damiano <elledee1011@gmail.com>
Sent: Tuesday, April 28, 2020 2:41 PM
To: Lea Colasuonno; Tyler Valentine; Sandy Birdyshaw
Subject: Resubmitting Resident Letter RE: Pine Glades Drive
Attachments: Tyler Sinclair letter.pdf

Ms. Colasuonno, Mr. Valentine, Ms. Birdyshaw,

Please see attached a letter I sent in April, 2019 for submittal into the current Town review package for Pine Glades Trail Plan (p192-262).

Thanks kindly,

Linda Damiano
164 Pine Glades Dr.

---------- Forwarded message ---------
From: **Linda Damiano** <elledee1011@gmail.com>
Date: Tue, Apr 2, 2019 at 3:22 PM
Subject: Fwd:
To: <tsinclair@jacsonwy.gov>, <tvalentine@jacksonwy.gov>

April 2, 2019

Mr. Tyler Sinclair
Director of Planning & Building
Town of Jackson
P.O. Box 1687
Jackson, WY 83001

Dear Mr. Sinclair,

I reside at 164 Pine Glades Drive. I'm writing in response to Laura Bonich's letter to you describing her desire for public access through our private community of Pine Canyon. I'd like to share a bit of my experiences.

In the past three years, I have witnessed and tolerated the following during all of our 'phases of fencing' at our West gate:

-trespassers walking, running, riding bikes, nordic skiing and downhill skiing down our drive

-cars and trucks driving at very unsafe speeds...we don't have much wiggle room up here to avoid them. One wrong unsuspecting turn and I or my dog could be mincemeat.

-trespassers walking their dogs unleashed...large dogs, medium dogs, small dogs..many dogs urinating and defecating massive piles on our property without the owner having even a fleeting notion of picking it up.

-families using our drive and property like a park with small children running, or in baby strollers., usually with dogs in tow…all presenting huge and unnecessary liabilities.

I have a small dog I walk within our property with the proper cleanup…it is simply not right that I have to deal with stray dogs charging up to me. There are persons on Pine Drive who let their dogs out without supervision and of course they come to our community and use it like one big elimination ground.

Sure, it'd be so convenient to walk straight down the hill from my front door through the homes below us, right through their private yards and drives for a more direct path to get to Town or Snow King rather than the curvy tunnel. So it's preposterous that Ms. Bonich or any others feel entitled to do the same through our private property.

Thank you for your time, consideration of my comments and for your kind service to our community.

Linda Damiano
164 Pine Glades Dr.
P.O. Box 1371
Jackson, WY 83001
307.201.1071

April 2, 2019

Mr. Tyler Sinclair
Director of Planning & Building
Town of Jackson
P.O. Box 1687
Jackson, WY 83001

Dear Mr. Sinclair,

I reside at 164 Pine Glades Drive. I'm writing in response to Laura Bonich's letter to you describing her desire for public access through our private community of Pine Canyon. I'd like to share a bit of my experiences.

In the past three years, I have witnessed and tolerated the following during all of our 'phases of fencing' at our West gate:

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Thank you for your time, consideration of my comments and for your kind service to our community.

Linda Damiano

164 Pine Glades Dr.
P.O. Box 1371
Jackson, WY 83001
307.201.1071

Tyler Valentine

From: Mark Smiley <mark@smileysproject.com>
Sent: Tuesday, April 28, 2020 12:16 PM
To: Town Council
Subject: Pine drive right of way

Hello, I am writing to share a concern of not permitting pedestrians through the housing development at the top of Pine Dr. I'm a resident at 615 Pine Dr, And before the town homes were built at the top of the road we could walk through there. Now we can't without needed to climb over newly-placed boulders. The owner walks outside carrying a baseball bat and a very grumpy look on his face!

In the development plan of that area, I'm told, that there was an understanding that pedestrians would be able to continue to pass through on that road. If this is true, that stipulation has been fully ignored and drastic measures have been taken to eliminate pedestrians. I would like to see that changed, and the rules enforced so that pedestrians can once again access snow king from the top of pine drive.

Thank you. Mark smiley 970-901-8079
--
Mark Smiley
IFMGA Mtn Guide | Photographer | Filmmaker
www.mtnsense.com

Tyler Valentine

From: James Wong <jamesj242003@gmail.com>
Sent: Wednesday, April 29, 2020 10:59 AM
To: Lea Colasuonno; Tyler Valentine; Sandy Birdyshaw
Subject: Pine Glades Trail Plan (P19-262)

Hello Lea, Tyler and Sandy,

Hope all is well.

Could I trouble you to enter my April 27, 2020 email below to Mr. Jonathan Schechter into the subject record? May I also ask that you forward my email below to all the Town Council Members. The Council website, by default, neutralizes all bold and/or italicized text, thus minimizing any statement I'm trying to stress.

Thank you for your willingness and patience to consider my position and those of my neighbors on Pine Glades Drive. Please stay safe.

Respectfully,
Jim Wong
242 Pine Glades Drive
Jackson, WY 83001

--------- Forwarded message ---------
From: **James Wong** <jamesj242003@gmail.com>
Date: Mon, Apr 27, 2020 at 8:26 PM
Subject: Pine Glades Trail Plan (P19-262)
To: Jonathan Schechter <JSchechter@jacksonwy.gov>

Hello Jonathan,

Thank you kindly for informing me that you've read my email once again. You are the only Council Member to date who has been gracious enough to get back to me and my Pine Glades neighbors advising us that "you hear us." You may find it shocking, but that is genuinely reassuring. We hope that your colleagues on the Town Council are equally engaged in understanding our plight, for which none of us here caused in the first place.

Many of us are retirees and/or senior citizens and we have little desire to live adjacent or on top of a skate board or bicycle obstacle course, a dog park or next to a ski run. ***We would simply like to live in the peace and quiet of our own homes, nothing more.*** It is a basic right enjoyed by countless homeowners in the Town of Jackson, so it's incredibly frustrating when we may be singled out as the exception.

We have taken this abuse for years, but decided for the first time that we were not going to take it any longer. So, last April 2019, we started writing the Town Planning Department. As strange as it may sound, none of our written concerns from Pine Glades residents ever reached the Planning Committee until we started

inquiring. After that, thank goodness, our concerns were read, understood and a unanimous 6-0 vote was cast in our favor by the Town Planning Committee.

It now appears that all our letters and emails written by Pine Glades homeowners from last year (2019) are not even included in the Town Council review package, and that has certainly been unknown to us until recently. Meanwhile, our Pine Drive neighbors have resubmitted correspondence with recent dates (with a few homeowners writing multiple letters) to the Town Council and they are part of your review package. With only a few of our letters in your review package, it almost appears that Pine Glades homeowners are not concerned with public access coupled with all the nuisance issues, when it is just the opposite in reality.

We have made a collective decision that we are not going to continue being victims. We hope we do not have to fight this just to enjoy some peace and quiet. We will certainly listen, but, if we have to challenge this to the Supreme Court, we are committed to doing so. Somewhere along the line, you just realize that you must fight something that is so incredibly unfair, when the only thing you really want is just to be treated equally and justly.

Respectfully,
Jim (Wong)

On Mon, Apr 27, 2020 at 2:54 PM Jonathan Schechter <JSchechter@jacksonwy.gov> wrote:

Hello Mr. Wong

Thank you for your note regarding Pine Glades. As always, your note has enriched my understanding of the situation - I hadn't heard this perspective before. For this, I am very grateful.

Thank you again, stay well, and best regards

Jonathan Schechter

Jonathan Schechter

Jackson Town Councilor

(307) 733-3932 (main town switchboard)

(307) 733-8687 (direct)

150 E. Pearl Ave.

P.O. Box 1687

Tyler Valentine

From: Jim Woodmencey <jim@mountainweather.com>
Sent: Thursday, April 30, 2020 10:30 AM
To: Laura Bonich
Cc: Tyler Valentine; David DeFazio; Paul Anthony
Subject: Re: Pine Glades Public Road Access

Tyler,
As a member of the public who took the initiative to be involved during the early planning process of Pine Glades, there are a few points I feel need refreshing.

In the early planning stages, many people in the area were opposed, as it was obviously going to end up as a huge scar on the landscape, on a very steep hillside. At one point, an offer was made to buy the property from the original developer, for whatever he paid for it from the Jackson Hole Corporation, plus whatever amount he felt he stood to profit from developing it. That was a grassroots effort to save the character of that hillside property, which adjoins Snow King and three other neighborhoods (Pine Drive, Wister Drive & Spruce Drive).

That offer was denied.

When it became evident that the developer was going to plow forward, tunnel and all, the only thing left for the public to do was to assure that we (the neighborhoods) would ALWAYS have pedestrian access on the new road across the property (walk or bike). That is precisely what was verbally stated to us by Mr. Taylor, at those public meetings, and what was recorded in the transcript.

IT DOESN'T matter when it was said in the process, it was what we were told WAS going to happen.
If there was any change to that promise, then the neighbors should have been given some notification by the town.

After leaving a meeting that essentially assured our access into perpetuity, what reason would any of us have to follow-up any further on the planning process after that?

If the Town neglected to make that access crystal clear in the wording on the final plat, then NOW is the time to make a correction, based on what we were told to our faces, back in 2007-2008.

NEVER before, in roughly 10 years, was access across the roadway EVER an issue.
Never, before Mr. Tozzi purchased it, did anyone feel like that access would be threatened, in any way.
To the contrary, access was welcomed!
Heck, the former developer even built a trail and established a trailhead, with a bulletin board and all. Access to that trailhead was via the roadway.

The intent to allow public access is well established.

I am afraid the next step is to file a formal objection or complaint against the Town, objecting to their negligent interpretation on the final plat.
The general public, at that time, was never informed of any changes from what we were told to the final wording on the plat,to the effect that public access would NOT be allowed.

Secondly, it may also be necessary to file a formal objection or complaint against the Town, for granting the current developer permission to remove the trailhead near the new duplex while construction was going on. This was done with the wave-of-a-wand at the planning office, on a promise from the developer that it would be, "relocated nearby". (@ 2011?)

The Planning Department felt that this "slight" relocation request was a minor change and did not need to go through the public review process.
Turns out, the relocation of the trailhead, "nearby", was never done.
The trailhead was removed permanently and the access trail has since been completely erased. Therefore, public comment should have been allowed. It was not. Retroactively, this needs to be corrected.

I hope Staff and the Town Council can see their way clear to let the history of this project guide their decision. What was promised by the original developer, and in essence the Town of Jackson, is now being renounced by the new developer. To allow that to happen, totally destroys my faith in the public process.

Caveat Emptor!

Sincerely,
Jim Woodmencey

Jim Woodmencey

307-690-9282

On Fri, Apr 24, 2020 at 9:59 AM Laura Bonich <lauraabonich@gmail.com> wrote:

Tyler,

I am impressed as always with your extremely comprehensive assessment of the project documents. I do however fundamentally disagree with your interpretation of the condition of approval added for P11-025. That action eliminated the required trail from the cul-de-sac up the hill to the horizontal trail as shown on sheet C2.2 of the FDP plan set. Since that connection trail was eliminated it made total sense that the planner added the specific requirement for access on the Pine Glades Road. The end of that condition is not saying that the Town access on the Final Plat already granted public access. The condition is adding a requirement for ***public*** access on the road - how else could the public get to the other trails that intersect the road after the uphill connection at the cul-de-sac was eliminated.

Tyler Valentine

From: Tiffany Stolte
Sent: Monday, May 04, 2020 12:47 PM
To: Tyler Valentine
Subject: FW: Public Comment - Pine Drive

Tiffany Stolte
Town of Jackson
Planning and Building Office Manager
307-733-0440 x1304

IMPORTANT NOTICE: The Town's Planning and Building Department office is closed temporarily to the public to protect against the spread of the Coronavirus. However, all building permits and development permits are still being accepted and processed and we will return all phone calls and emails as soon as we can. Please see the Planning and Building Department's website for more details on how to submit your application and for other important information. Also, please check the website frequently for updates.

From: Carl Pelletier
Sent: Monday, May 04, 2020 12:42 PM
To: Town Council <electedofficials@jacksonwy.gov>
Cc: Tiffany Stolte <TStolte@jacksonwy.gov>
Subject: Public Comment - Pine Drive

Dear Town Council,

Below you will find public comment on Pine Glades Drive.

Thank you,
Carl

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, May 4, 2020 12:31 PM
To: Carl Pelletier <cpelletier@jacksonwy.gov>
Subject: Online Form Submittal: General Inquiry, Comment, or Concern

General Inquiry, Comment, or Concern

First Name	Alice
Last Name	Leeper

Phone Number	970-596-2311
Email Address	alice.leeper@gmail.com
General Inquiry, Comment, or Concern	We have owned 615 Pine Drive (since June 2013) and were really disappointed when Pine Glades closed our access over to Snow King via their 'driveway'. It doesn't seem fair that they can and have used our road which they did for initial construction, and now for fire truck access when we can no longer walk past their townhomes to Snow King and the trail on the east side of the condos above the tunnel. When they first put up the bar to close off vehicular access, we were OK with it as we could still walk through. When they barricaded it with rocks and tall impassable fences it was like a slap in the face. Thank you 'city' for looking into this and please let us continue to use the road for trail and Snow King access. Alice and Larry Leeper

Email not displaying correctly? View it in your browser.

Tyler Valentine

From: Carl Pelletier
Sent: Thursday, May 07, 2020 11:01 AM
To: Town Council
Cc: Tiffany Stolte
Subject: Public Comment on Pine Drive

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Thursday, May 7, 2020 10:36 AM
To: Carl Pelletier <cpelletier@jacksonwy.gov>
Subject: Online Form Submittal: General Inquiry, Comment, or Concern

General Inquiry, Comment, or Concern

First Name	Owen
Last Name	Leeper
Phone Number	9703188970
Email Address	skippy_o85@hotmail.com
General Inquiry, Comment, or Concern	I live on pine drive and i am very disappointed our access to snowking from the top of pine drive was cut off from the gate and rocks at the top of the road. I would really like to see an access path created for us to continue to access the national forest trails as we had before the condos of pine glade were built.

Email not displaying correctly? View it in your browser.

Dear Lea,

I am in receipt of the email dated the evening of May 12, 2020, forwarded to me from Erika Nash, wherein you are seeking permission for Andy Cornish, appraiser, to walk on Pine Glades Drive to assess what the TOJ would like to try and purchase from the HOA. As you know, I am a director of the HOA and am available to coordinate with Andy a mutually agreeable time this Friday, May 15, to access the property. Please ask him to contact me directly.

That being said, before the Town undertakes the time and expense preparing an offer to purchase a pedestrian easement down our private road, I wanted to give you some of our thoughts in advance about such an offer being tendered in the first place:

- **Legitimate and Actual Safety Concerns:**

1. We understand that there might be a proposal of a 6-8' wide painted 'pedestrian lane' on our roadway, to demark the location of the easement, which in turn leaves barely 5-7' for one- way vehicular traffic as the roadway is approximately 13' wide total. Adding a real barrier marking the road and easement is impossible as the full width is needed for vehicular traffic and use of garages. Common sense and our collective conscience dictates that this is dangerous proposal, meaning unsafe for all.
2. In the past there have been numerous accidents in the tunnel and, most recently, at least one near fatal collision involving an HOA board member's truck and a skateboarding teenager, and another involving a vehicle and a woman pushing a stroller. It is likely there are other incidents that we are unaware of given how tight the roadway is here. Even if the proposed easement stops at the top of the tunnel, we are concerned that skateboarders and cyclists will find the tunnel too tempting to pass up.
3. In the winter the effective width of Pine Glades Drive is even less due to snow and ice. Several of the townhouse buildings have second levels that overhang one lane of the road and the roofs shed snow and ice onto the road below. There simply isn't enough room to accommodate permanent, public, pedestrian/biking/pet traffic along the road.
4. There are more full-time homeowners living in Pine Glades now, even more when Phase 2 is completed, increasing traffic along Pine Glades Dr., and again adding pressure on the road.
5. Pine Glades Drive was never intended for, or designed for, combined pedestrian and vehicular traffic. It simply does not have enough room to be safe for both. Now, 13 years later after it has been approved and constructed, the Town wants to change how it is used, but we feel that this change will increase the danger we live with each day on Pine Glades Drive. It is possible that even if the TOJ accepts liability for accidents on the easement, because it is so easy to step over the line, literally, and be hurt in Pine Glades, the easement for the benefit of the public may necessitate increased insurance cost to all members to cover the liability umbrella policy that our underwriters will likely require. At present the HOA premium contemplates that the road and tunnel are private property.
6. Furthermore, the market units whose living rooms overhang the roadway may have to self-insure for

liability. The paved blacktop area underneath the overhanging living rooms is within inches of each homeowner's front door, and is deeded to each homeowner and is not the property of the HOA. Any pedestrian walking, driving, riding their bicycles, or skateboarding under these overhangs is effectively entering our homes uninvited and is extremely dangerous in these narrow passageways with extremely limited sightlines.

7. Thus, the subject of safety on our narrow non-conforming dangerous roadway is clearly paramount for us.

- **We are concerned about homeowner / public safety and the preservation of our private property rights. For our homeowners, the issue is not monetary, but we fear being made out to be the bad guys here for not wanting to grant an easement we never sought to sell.**

1. Pine Glades Drive is a non-conforming narrow roadway leading to an equally narrow and dangerous tunnel. In every public record or land use document on file with the Town, the road and tunnel are both deemed private. These documents have been provided to consultants, lawyers, real estate agents and to each of our residents before they purchased their homes. Most recently, during due diligence for the present developer, many documents on file with the Town and stating that Pine Glades Drive is private property were provided to the developer.
2. Besides the initial cost of over $18 million to design and construct, the HOA (and its homeowners) has carried the financial burden of maintenance and insurance costs for HOA property.
3. Pine Glades Development has proceeded slowly over the past 13 years, with the last 5 of 23 homes just being completed between 2017 and 2020. Since approval of Pine Glades as a subdivision, there have been continual callous disregards to our private property and our homeowners by the neighboring residents. Gradually as Pine Glades has become populated with full time residents, the violations have become increasingly obvious and contentious. Their violations were brought to a head 2 years ago when one of our affordable homeowners and her dog were attacked by a Pine Drive resident's unleashed large dog, and then verbally abused.
4. And now, for the past 2 years, it has been the contention of several Pine Drive residents, that they were <u>verbally</u> promised access to and across our private road, and if we object to this argument, which was never codified into documents, Pine Glades HOA and homeowners are painted in a negative light. The alleged promise was made by Dave Taylor, the project manager for the original developer of the Pine Glades property Jeff Hussey – not even the actual developer and applicant. Our homeowners do not know, nor have they ever met Dave Taylor, who disappeared from the Town of Jackson over a decade ago, having failed to complete the subdivision.
5. There are numerous easements that exist on file and in writing including those that refer to a Snow King access trail, utility and maintenance, and a specific detailed easement granting Mr. DeFazio a driveway right of way over HOA property. This easement enables Mr. DeFazio access to Pine Drive from his "landlocked parcel". It is ironic that he and his neighbors, after denying our homeowners access to the same Pine Drive and forcing the issue of the gate to be added, now seek

unfettered access to our private roadway and tunnel.

6. For these past 2 years, as the issue of privacy and access has been brought before the Town by them for deliberation, a vocal few Pine Drive neighbors have subjected the HOA members to character assassination, falsehood, slander, and exaggeration. The irony of the situation is that these same Pine Drive neighbors demanded and received, at the cost to the HOA, a west end gate and supporting structures to restrict the Pine Glades HOA residents access to the Town owned Pine Drive. Additionally, to further restrict access to Pine Drive, they demanded and received the construction of a tunnel at the east end. The same neighbors' assignation that the Pine Glades HOA is "Elitist" and in pursuit of an exclusive "Gated Community" is insulting on its face and the height of hypocrisy!
7. In addition, the former developer himself, Jeff Hussey, has written 2 letters to the Town of Jackson stating that Dave Taylor reported directly to him and that… *"As the principal investor from inception and ultimately the primary developer of the Pine Glades Development, I'm compelled to remind this distribution that during the initial review and approval of the Pine Glades development, the neighbors on Pine Drive were adamant that no additional traffic pass in front of their houses even though Pine Drive is a town street. Their vitriolic opposition to any additional traffic forced me to spend $15,000,000 to construct a tunnel for Pine Glades residents to travel in the opposite direction. There was never any intention for the Pine Drive neighbors to have access to the private Pine Glades Drive and tunnel after it was built. Pine Glades is PRIVATE PROPERTY."*
8. Thus far, the Pine Glades HOA's response to these continued affronts has been to be gracious and take the high road. The developer has spent many, many months in discussion with the Town's planning staff and the Planning Commission. We are pleased that the planning staff recommended approval and the Planning Commission voted 6-0 in favor of reinforcing our private property rights and of our compromise plan. We too would like to proceed and have the trails as proposed approved and built so we can go back to welcoming the public onto our private property, *but just in the locations where we have willingly agreed to the same.*

After many, many months of research and deliberation, the Town Planning Department fully supports, and the Town Planning Committee voted a unanimous 6-0 vote on March 4, 2020 in favor of the Proposed Trail Plan and private property issue after the three formal meetings and deliberations. Both of these decisions were reached, we were told, after consult with the Town attorney's office. We just sincerely hope that our legal rights are not somehow diminished because of this neighbor fabricated controversy and effort to somehow appease just a few members of the public**.**

Respectfully,

David Lloyd
HOA Board Member

Tyler Valentine

From: James Wong <jamesj242003@gmail.com>
Sent: Wednesday, May 13, 2020 3:36 PM
To: Town Council
Cc: Lea Colasuonno; Tyler Valentine; Sandy Birdyshaw; Paul Anthony
Subject: Pine Glades Trail Plan (P19-262) - Comment to JH News & Guide's Article "Access Spat Divides South Jackson"

May 13, 2020
Mayor Pete Muldoon
Vice Mayor Hailey Morton Levinson
Jim Stanford
Arne Jorgensen
Jonathan Schechter (delivered via email)

Dear Mayor and Council Members,

Re: Pine Glades Trail Plan (P19-262) – May 18, 2020 Town Council Meeting

Cited below is my comment submitted to the JH News & Guide relating to today's article entitled "Access Spat Divides South Jackson". Kevin Olsen (President/Editor) of the paper has advised me that he will publish my comment.

"Unbiased reporting generally solicits views from all parties involved, not just one side, unless the intent is to sway public opinion. Have you ever wondered why the our first developer was forced to spend $15 Million to build a tunnel, and later forced to install a gate on the west side of our development? We can thank our Pine Drive neighbors for successfully lobbying our Town to force both our developers to impose those structures so no one from Pine Glades could "wander over onto" Pine Drive, a public road. Having successfully kept Pine Glades residents out of Pine Drive, now our Pine Drive neighbors would like access onto our ***"private road and tunnel."*** Seems a bit hypocritical. If private property rights have no meaning in the Town of Jackson, I should have the right to roam on any and all private properties along Pine Drive without consequence, simply because I desire it. Many of us within the Pine Glades community are retirees and/or senior citizens. All we want is to live in the peace and quiet of our own homes, nothing more. We do not want our community used any longer as a bike and skate board obstacle course, a dog park where 95% of the dogs from Pine Drive roam freely while urinating and defecating all over our road and our homes (literally our buildings), and ski and snow board down our road like a ski run---***day and night***. We are the victims and have tolerated this abuse for years from our Pine Drive neighbors. Somewhere along the line, you decide that you've had enough. Once again, our Pine Drive neighbors would like our Town to impose additional conditions on us (Pine Glades residents), that they themselves would never, ever accept. What does that say about our Pine Drive neighbors? Fair play does not mean garnering all the benefits for oneself while imposing all the burden on everyone else."

When a party demands and lobbies for certain rights that are strictly "self-serving" year after year, the element of fair play becomes lost in translation after awhile. I would respectfully ask and appeal to the Members of the

Town Council, Town Attorney, Town Planning Department and Town Clerk to be mindful of the burden that we have had to shoulder over the years as Pine Glades Residents.

Respectfully,
James and Lucy Wong
242 Pine Glades Drive
Jackson, WY 83001
jamesj242003@gmail.com

Tyler Valentine

From: noreply@civicplus.com
Sent: Thursday, May 14, 2020 3:09 PM
To: Jim Stanford
Subject: Online Form Submittal: Email Jim Stanford

If you are having problems viewing this HTML email, click to view a Text version.

Email Jim Stanford

Subject:	Pine Glades Dispute
Email Content:*	Mr. Stanford, I find it fiscally irresponsible and ridiculous that the Town Council is even entertaining the possibility of using taxpayer money to purchase an easement on a private road in order to appease a handful of town residents. The Pine Drive neighbors are all within short walking distance of NINE other taxpayer funded and maintained trails accessing the exact same terrain. Their "inconvenience" of walking an extra few hundred yards to another trailhead hardly seems like a pressing issue, much less a problem that needs to be remedied on my dime! Just two weeks ago, the Town cut $2.7 million from the budget in anticipation of "unprecedented revenue decline." Thousands of residents are out of work, businesses are shut down, and the Town Manager is considering larger cuts including furloughing workers and even layoffs. If the Town has extra room in the budget to throw money around, maybe they should consider keeping their employees salaried, helping out the grossly understaffed dispatch service currently at risk of being unable to operate, or aiding the local taxpaying families who have lost income and are struggling to feed their children. The Mayor and Town Council claim to be working hard to keep Jackson financially solvent through a global pandemic. I hardly think buying private land for better hiking trail access in accommodation of a select few falls into the category of emergency stabilization and conceding to these cries could set us up for a dangerously expensive precedent.
Your Name:*	Rita Murray
Your Company Name:	
Your Phone Number:	
Your Email Address:*	Ritaemurray@Gmail.com
Your City:	Jackson
Your State:	WY
Your Zip Code:	83001

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
http://www.jacksonwy.gov/Admin/FormHistory.aspx?SID=1748

The following form was submitted via your website: Email Jim Stanford

Subject:: Pine Glades Dispute

Email Content:: Mr. Stanford,
I find it fiscally irresponsible and ridiculous that the Town Council is even entertaining the possibility of using

taxpayer money to purchase an easement on a private road in order to appease a handful of town residents. The Pine Drive neighbors are all within short walking distance of NINE other taxpayer funded and maintained trails accessing the exact same terrain. Their "inconvenience" of walking an extra few hundred yards to another trailhead hardly seems like a pressing issue, much less a problem that needs to be remedied on my dime!

Just two weeks ago, the Town cut $2.7 million from the budget in anticipation of "unprecedented revenue decline." Thousands of residents are out of work, businesses are shut down, and the Town Manager is considering larger cuts including furloughing workers and even layoffs. If the Town has extra room in the budget to throw money around, maybe they should consider keeping their employees salaried, helping out the grossly understaffed dispatch service currently at risk of being unable to operate, or aiding the local taxpaying families who have lost income and are struggling to feed their children. The Mayor and Town Council claim to be working hard to keep Jackson financially solvent through a global pandemic. I hardly think buying private land for better hiking trail access in accommodation of a select few falls into the category of emergency stabilization and conceding to these cries could set us up for a dangerously expensive precedent.

Your Name:: Rita Murray

Your Company Name::

Your Phone Number::

Your Email Address:: Ritaemurray@Gmail.com

Your City:: Jackson

Your State:: WY

Your Zip Code:: 83001

Additional Information:
Form submitted on: 5/14/2020 3:09:24 PM
Submitted from IP Address: 199.192.124.29
Referrer Page: https://www.jacksonwy.gov/256/Mayor-Town-Council
Form Address: http://www.jacksonwy.gov/Forms.aspx?FID=171

Tyler Valentine

From: noreply@civicplus.com
Sent: Thursday, May 14, 2020 3:12 PM
To: Hailey Morton Levinson
Subject: Online Form Submittal: Email Hailey Morton-Levinson

If you are having problems viewing this HTML email, click to view a Text version.

Email Hailey Morton-Levinson

Subject:	Pine Glades Dispute
Email Content:*	Ms. Morton-Levinson, I find it fiscally irresponsible and ridiculous that the Town Council is even entertaining the possibility of using taxpayer money to purchase an easement on a private road in order to appease a handful of town residents. The Pine Drive neighbors are all within short walking distance of NINE other taxpayer funded and maintained trails accessing the exact same terrain. Their "inconvenience" of walking an extra few hundred yards to another trailhead hardly seems like a pressing issue, much less a problem that needs to be remedied on my dime! Just two weeks ago, the Town cut $2.7 million from the budget in anticipation of "unprecedented revenue decline." Thousands of residents are out of work, businesses are shut down, and the Town Manager is considering larger cuts including furloughing workers and even layoffs. If the Town has extra room in the budget to throw money around, maybe they should consider keeping their employees salaried, helping out the grossly understaffed dispatch service currently at risk of being unable to operate, or aiding the local taxpaying families who have lost income and are struggling to feed their children. The Mayor and Town Council claim to be working hard to keep Jackson financially solvent through a global pandemic. I hardly think buying private land for better hiking trail access in accommodation of a select few falls into the category of emergency stabilization and conceding to these cries could set us up for a dangerously expensive precedent. Rita Murray Taxpayer and Aspen Drive Resident
Your Name:*	Rita Murray
Your Company Name:	
Your Phone Number:	
Your Email Address:*	Ritaemurray@Gmail.com
Your City:	Jackson
Your State:	WY
Your Zip Code:	83001

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
http://www.jacksonwy.gov/Admin/FormHistory.aspx?SID=1751

The following form was submitted via your website: Email Hailey Morton-Levinson

Subject:: Pine Glades Dispute

Email Content:: Ms. Morton-Levinson,

I find it fiscally irresponsible and ridiculous that the Town Council is even entertaining the possibility of using taxpayer money to purchase an easement on a private road in order to appease a handful of town residents. The Pine Drive neighbors are all within short walking distance of NINE other taxpayer funded and maintained trails accessing the exact same terrain. Their "inconvenience" of walking an extra few hundred yards to another trailhead hardly seems like a pressing issue, much less a problem that needs to be remedied on my dime!

Just two weeks ago, the Town cut $2.7 million from the budget in anticipation of "unprecedented revenue decline." Thousands of residents are out of work, businesses are shut down, and the Town Manager is considering larger cuts including furloughing workers and even layoffs. If the Town has extra room in the budget to throw money around, maybe they should consider keeping their employees salaried, helping out the grossly understaffed dispatch service currently at risk of being unable to operate, or aiding the local taxpaying families who have lost income and are struggling to feed their children. The Mayor and Town Council claim to be working hard to keep Jackson financially solvent through a global pandemic. I hardly think buying private land for better hiking trail access in accommodation of a select few falls into the category of emergency stabilization and conceding to these cries could set us up for a dangerously expensive precedent.

Rita Murray
Taxpayer and Aspen Drive Resident

Your Name:: Rita Murray

Your Company Name::

Your Phone Number::

Your Email Address:: Ritaemurray@Gmail.com

Your City:: Jackson

Your State:: WY

Your Zip Code:: 83001

Additional Information:
Form submitted on: 5/14/2020 3:12:12 PM
Submitted from IP Address: 199.192.124.29
Referrer Page: https://www.jacksonwy.gov/256/Mayor-Town-Council
Form Address: http://www.jacksonwy.gov/Forms.aspx?FID=170

Tyler Valentine

From: noreply@civicplus.com
Sent: Thursday, May 14, 2020 3:14 PM
To: Pete Muldoon
Subject: Online Form Submittal: Email Pete Muldoon

If you are having problems viewing this HTML email, click to view a Text version.

Email Pete Muldoon

Subject:	Pine Glades Dispute
Email Content:*	Mr. Muldoon, I find it fiscally irresponsible and ridiculous that the Town Council is even entertaining the possibility of using taxpayer money to purchase an easement on a private road in order to appease a handful of town residents. The Pine Drive neighbors are all within short walking distance of NINE other taxpayer funded and maintained trails accessing the exact same terrain. Their "inconvenience" of walking an extra few hundred yards to another trailhead hardly seems like a pressing issue, much less a problem that needs to be remedied on my dime! Just two weeks ago, the Town cut $2.7 million from the budget in anticipation of "unprecedented revenue decline." Thousands of residents are out of work, businesses are shut down, and the Town Manager is considering larger cuts including furloughing workers and even layoffs. If the Town has extra room in the budget to throw money around, maybe they should consider keeping their employees salaried, helping out the grossly understaffed dispatch service currently at risk of being unable to operate, or aiding the local taxpaying families who have lost income and are struggling to feed their children. The Mayor and Town Council claim to be working hard to keep Jackson financially solvent through a global pandemic. I hardly think buying private land for better hiking trail access in accommodation of a select few falls into the category of emergency stabilization and conceding to these cries could set us up for a dangerously expensive precedent. Rita Murray Taxpayer and Aspen Drive Resident
Your Name:*	Rita Murray
Your Company Name:	
Your Phone Number:	
Your Email Address:*	Ritaemurray@Gmail.com
Your City:	Jackson
Your State:	WY
Your Zip Code:	83001

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
http://www.jacksonwy.gov/Admin/FormHistory.aspx?SID=1752

The following form was submitted via your website: Email Pete Muldoon

Subject:: Pine Glades Dispute

Email Content:: Mr. Muldoon,

I find it fiscally irresponsible and ridiculous that the Town Council is even entertaining the possibility of using taxpayer money to purchase an easement on a private road in order to appease a handful of town residents. The Pine Drive neighbors are all within short walking distance of NINE other taxpayer funded and maintained trails accessing the exact same terrain. Their "inconvenience" of walking an extra few hundred yards to another trailhead hardly seems like a pressing issue, much less a problem that needs to be remedied on my dime!

Just two weeks ago, the Town cut $2.7 million from the budget in anticipation of "unprecedented revenue decline." Thousands of residents are out of work, businesses are shut down, and the Town Manager is considering larger cuts including furloughing workers and even layoffs. If the Town has extra room in the budget to throw money around, maybe they should consider keeping their employees salaried, helping out the grossly understaffed dispatch service currently at risk of being unable to operate, or aiding the local taxpaying families who have lost income and are struggling to feed their children. The Mayor and Town Council claim to be working hard to keep Jackson financially solvent through a global pandemic. I hardly think buying private land for better hiking trail access in accommodation of a select few falls into the category of emergency stabilization and conceding to these cries could set us up for a dangerously expensive precedent.

Rita Murray
Taxpayer and Aspen Drive Resident

Your Name:: Rita Murray

Your Company Name::

Your Phone Number::

Your Email Address:: Ritaemurray@Gmail.com

Your City:: Jackson

Your State:: WY

Your Zip Code:: 83001

Additional Information:
Form submitted on: 5/14/2020 3:13:43 PM
Submitted from IP Address: 199.192.124.29
Referrer Page: https://www.jacksonwy.gov/256/Mayor-Town-Council
Form Address: http://www.jacksonwy.gov/Forms.aspx?FID=169

Tyler Valentine

From: Alex Good <alexander_good@yahoo.com>
Sent: Friday, May 15, 2020 10:09 PM
To: Lea Colasuonno; Tyler Valentine; Sandy Birdyshaw; Paul Anthony
Cc: kevin@tetonmediaworks.com
Subject: Pine Glades Trail Plan (P19-2626)

Dear Town of Jackson Professionals,

I wanted to share with you my comments posted today in regard to the recent article in the Jackson Hole News & Guide regarding the Pine Glades Trail Plan (P19-2626).

Thank you for your consideration of my views.

Alex Good

"As the Town reviews an appropriate course of action on dealing with access to the forest trails through the Pine Glades community, the Town should continue its long history of respecting fundamental rights and fairness for all neighbors and community members. While recognizing the desires of certain Pine Drive residents to what they might have had over a decade ago, the Town leaders must avoid disruptive actions that would abrogate its long-standing rules. The Town's establishment of developments, in this case of the Pine Glades neighborhood, are well known and were followed in this case over a protracted period of time. All residents were given, and many took advantage of, the multiple ongoing opportunities to have their views heard and considered. The Town's Planning Department has done a detailed review of the history, the record, the facts and have confirmed the current private status of the Pine Glades neighborhood and the rules governing our neighborhood. Indeed, the Town Planning Commission voted subsequently in an unanimous 6-0 decision supporting the Town Planning Department's position after their marathon review.

Let's briefly talk about costs. Since the inception of the development, the Pine Glade owners, have had millions and millions of dollars building a street, building a tunnel and erecting substantial improvements. Moreover, over the last ten years, Pine Glades residents myself included have spent millions more out of their own pockets maintaining these improvements. The clear fact is that the primary reason the Town insisted that Pine Glades be private was to avoid having to pay for these expenses from the Town's budget. At this very late date, and after millions have been spent by me and other good faith purchasers, a few Pine Drive residents are making calls now for unfettered access to my driveway and those of my Pine Glades neighbors. Their request, if adopted by the Town, would make a mockery of the supposed open and public process that was undertaken over a decade ago. It would further trample on rights the good faith purchasers of Pine Glades.

Finally, it seems to be swept under the rug that the current developer has committed to provide replacement trail systems to provide multiple access routes to the forest or the

Town. This would be done at no expense to the residents of Jackson. These proposed trails give all residents the wonderful opportunity to access the forest or the Town around both sides of the Pine Glades driveway.

If the Town wishes to try to turn back the clock for over a decade and do an about face on its long-standing rules for the Pine Glades community, the Town will cause a substantial and negative impact on the value of good faith purchasers in our neighborhood. Without question, that would be a substantial injustice to those of us who have been financially and legally responsible and followed the established rules that the Town has laid down."

(303) 921-2500

Tyler Valentine

From: Charles Nagle <charles@charlesnagle.com>
Sent: Friday, May 15, 2020 12:47 AM
To: Town Council
Subject: Fwd: Article

Please take note of my new email address: charles@charlesnagle.com

Begin forwarded message:

> **From:** Charles Nagle <charles@charlesnagle.com>
> **Date:** May 14, 2020 at 2:25:44 PM MDT
> **To:** Kevin@jhnewsandguide.com
> **Cc:** John Tozzi <j.tozzi@yahoo.com>, David Lloyd <dglloyd2000@gmail.com>, James Wong <jamesj242003@gmail.com>
> **Subject: Article**
>
> As a taxpayer to the town ,I am perplexed to find myself peering across an electronic fence installed by my HOA that keeps me from traveling down a town road that I pay taxes to maintain. Apparently my neighbors on Pine Drive feel that their lifestyle and the value of their multi million dollar " end of Cul de Sac " homes would be in peril should I find my way down the road to go about my daily errands.
>
> When I opened your paper the other day and found an article that alleged to give an accurate picture of the conflict between the Pine Drive residents and the members of the Pine Glades HOA I was dismayed to find an unprofessional rendition of serial falsehoods. Any evidence of investigative journalism was missing .
>
> Perhaps your paper should say nothing if they can't relate the facts accurately. Had an HOA member not seen your reporter and photographer trespassing on our private property I doubt you would have tried to reach out to any of our members to hear our side of the story.
>
> You should be ashamed of yourselves.
>
> Chip Nagle
>
> Please take note of my new email address: charles@charlesnagle.com

Tyler Valentine

From: Charles Nagle <charles@charlesnagle.com>
Sent: Friday, May 15, 2020 12:49 AM
To: Town Council
Subject: Fwd: Article

Please take note of my new email address: charles@charlesnagle.com

Begin forwarded message:

> **From:** Kevin Olson/Teton Media Works <kevin@jhnewsandguide.com>
> **Date:** May 14, 2020 at 5:09:29 PM MDT
> **To:** Charles Nagle <charles@charlesnagle.com>
> **Cc:** Editor <editor@jhnewsandguide.com>
> **Subject: Re: Article**
>
> All noted Chip, apology accepted. Thanks for the insights in the follow-up. ko
>
> Kevin B. Olson
> President, Publisher
> Teton Media Works, Inc.
> News: *Jackson Hole News&Guide* | *Jackson Hole Daily* | *Buckrail*
> Magazines: *Jackson Hole* | *RANGE* | *Teton Family* | *A Grand Wedding*
> Digital Agency Services: Orijin Media
> 307.732.7060
>
> On May 14, 2020, at 4:50 PM, Charles Nagle <charles@charlesnagle.com> wrote:
>
> Kevin
>
> Thank you for your thoughtful response . A paper should never be ashamed of reporting the facts. Forgive me I should have been more accurate . Your reporter should be ashamed of himself .In collecting those facts ,every effort should be made to get all sides of the story .
>
> It is important to point out that there were not so many errors as there were omissions. They gave the impression that our HOA was callous , elitist and entitled .
>
> Example ; In the past , our HOA transferred to Mr Defazio , our neighbor adjacent to the gate , a right of way to cross HOA property . The purpose was to grant him access to a building lot that was landlocked and unusable to him. This was an act neighborly kindness. He has repaid our generosity by lobbying the town to deny us access to Pine Drive . He has also been instrumental in forcing the installation of a hugely expensive gate when the Pine Drive residents complained that a locked chain was not enough.
>
> This is one example of an omission that sheds a completely different light on the

reality of the conflict. I know that there are other omissions that would greatly change the thrust of this article .

To me the presence of Pine Drive residents in the pictures that went along with article indicate that the article was an attempt to embarrass the HOA in the public square . The one side ness also shows me that the residents of Pine Drive are insecure in their quest to protect their privacy and possibly the value of their multi million dollar homes.

Please accept my apology for an accusation cast widely at your organization when I should have singled out the reporter.

Respectfully ,

Chip Nagle

Please take note of my new email address: charles@charlesnagle.com

Tyler Valentine

From: Susan Oremus <susoremus@yahoo.com>
Sent: Saturday, May 16, 2020 9:03 AM
To: James Wong
Cc: Tyler Valentine
Subject: Fw: Pine Glades Continuance

Why would Jackson use OUR tax dollars to purchase a pedestrian easement on private property and not be willing to maintain and insure it? I have been told more than once that the city of Jackson has no money. Just curious.

I have also seen the document clearly stating that Pine Glades Drive and Jessica Drive are PRIVATE roads.

Susan

On Thursday, May 14, 2020, 10:25:07 AM MDT, James Wong <jamesj242003@gmail.com> wrote:

Please see email below from Tyler Valentine.

---------- Forwarded message ---------
From: **Tyler Valentine** <tvalentine@jacksonwy.gov>
Date: Thu, May 14, 2020 at 10:12 AM
Subject: Pine Glades Continuance
To: James Wong <jamesj242003@gmail.com>

Everyone, just a heads up that Pine Glades will be continued from the May 18th Council meeting to June 1st. We have not yet received an appraisal on the cost of purchasing a pedestrian access easement over the roadway. We hope that June 1st will be the date, but I will keep you updated. Since you have been in contact with us the most, perhaps you can pass this along to the others in Pine Glades. Thanks.

Town Hall is temporarily closed. However all planning and building staff are working remotely to ensure business as usual. Please visit the Town website for updates.

Tyler Valentine

Senior Planner

Town of Jackson

P.O. Box 1687

Jackson, Wyoming 83001

(p) (307)733-0440

(f) (307)734-3563

tvalentine@jacksonwy.gov

www.townofjackson.com



--
Jim Wong
jamesj242003@gmail.com
Cell:908-295-2759

Tyler Valentine

From: Victoria Wood Nagle <t.wood@mac.com>
Sent: Monday, May 18, 2020 11:24 AM
To: Town Council
Subject: Carefully crafted misinformation

>>>
>>>
>>> I was truly disappointed to read the article regarding Private Property Rights on Pine Glades Drive in the Jackson Hole News and Guide.

>>> It certainly didn't represent their mission statement which
>>> declares that they "accurately and objectively report and document
>>> the events and issues affecting the lives of our readers while
>>> vigorously advocating for the publics access to information "

>>> Objectivity was definitely missing. Accuracy was selective at best. Even the facts were spongeable.A great deal of ink was devoted to one sided hearsay .

>>> If their reporter had indeed been objective, he would have interviewed more residents of Pine Glades Drive. He also could have done due diligence by fact checking. For example, here are some facts he missed:

>>> The only reason there is a gate at Pine Glades Drive is because the residents of Pine Drive demanded it when the PUD was granted. That's on public record. None of the residents of Pine Glades Drive like the gate. If in fact we were a "gated community" we would at least be able to use that gate but we can't, its locked down because the people on Pine Drive don't want increased traffic on their public roadway. The irony of course is that they want to publicly "traffic"on a private roadway.

>>> The only reason there is a tunnel at Pine Glades is because the residents of Pine Drive demanded that egress as well. That's also on Public Record. (Although why a simple road couldn't have been put in I'll never understand.) No one likes the tunnel it's narrow and difficult and creepy. But, the residents of Pine Drive demanded it and it was given to them.

>>> Pine Glades Drive was designed to incorporate a sidewalk into one lane of the roadway underneath the upper units.It was never meant for general pedestrian traffic. This peculiarity makes it tricky enough for drivers and pedestrians as it is. Opening the road to pedestrian and bike traffic would be disastrous on many levels. There is nothing elitist about this concern. It is pragmatic, and realistic.

>>> On March 4th, on the Planning Office's recommendation, the Planning
>>> Commission recommended 6 to 0 that the land underneath our homes (which we bought in good faith as our property) and Pine Glades Drive remain private. This too is on record. Your reporter could have seen why they voted this way and how they came to that conclusion. I do not think that either the Planning Staff or the Planning Commission made these decisions lightly.

>>> The ultimate irony to me is that this ambush of an article seems to be the kind of smear campaign that rich and powerful Goliaths use against a helpless minority and yet it intimates that the residents of Pine Drive (who's demands were met and have cost Pine Glades
>>> developers and the HOA over $17,000,000) are being unfairly brutalized by the evil elitists who've usurped their lives.

>>> This unfortunate and misleading article was deeply disappointing to find in a News Outlet that I had trusted .I am hoping that you will take it at face value and recognize it as an Opinion as opposed to a full and accurate report of the truth.

>>>
>>> Tory Nagle

Tyler Valentine

From: noreply@civicplus.com
Sent: Wednesday, May 20, 2020 3:17 PM
To: Town Council
Subject: Linda Damiano Online Form Submittal: Email the Town Council

If you are having problems viewing this HTML email, click to view a Text version.

Email the Town Council

Subject:	Pine Glades Trail Plan(P12-262).
Email Content:*	Dear Mayor and Council, I added comments online to Replies following the May 13, 2020 JH News article entitled "Access Spat Divides South Jackson". Below is a copy that I am submitting also for the the packet associated with the Pine Glades Trail Plan(P12-262). Thanks kindly, Linda Damiano Pine Glades Drive It's immensely disappointing that this issue has evolved into where we stand today. Had our Pine Drive neighbors and others who pass through Pine Glades Drive using it as a public park been respectful of our property and of the residents of Pine Glades over the years, there's a strong chance this would not have escalated to the sad situation it is today. We have a uniquely designed road at Pine Glades that resulted from minimizing the clearing of land. With that came a limited amount of space for each Pine Glades homeowner which results in unwanted activities inches from our front doors, windows and garages. We privately maintain and insure the entire Pine Glades Drive and tunnel; the roadway directly under our living and dining rooms are insured by each and every homeowner. For a moment, put yourself in our position...would you like folks running, walking, bicycling, skateboarding, stroller-pushing, skiing and snow boarding and dogs roaming freely ON YOUR FRONT PORCH? Would you appreciate mounds and mounds of fresh dog excrement and urination ALL AROUND AND ON YOUR HOME STRUCTURES? Can you or anyone honestly say you'd find this acceptable? There are many trails to get to and from Snow King; Pine Glades Drive is just not one of them. If one is heading to Snow King for sport and exercise, why is a shortcut needed through a private area? Does Club at 3 Creek, Shooting Star, Gros Ventre North and the like offer public access on their private property? Is the Town and County trying to buy easements on those properties, like they are proposing for ours, or on the myriad of other deeded private properties? And does it make sense for the Town of Jackson to use tax payer monies to purchase this particular easement to appease a handful of Pine Drive homeowners? Where does it all end. Linda Damiano, Pine Glades Drive
Your Name:*	Linda Damiano
Your Company Name:	
Your Phone Number:	7072272248
Your Email Address:*	elledee1011@gmail.com
Your City:	Jackson
Your State:	Wyoming
Your Zip Code:	83001

* indicates required fields.

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http://www.jacksonwy.gov/Admin/FormHistory.aspx?SID=1786

The following form was submitted via your website: Email the Town Council

Subject:: Pine Glades Trail Plan(P12-262).

Email Content:: Dear Mayor and Council,

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Thanks kindly,

Linda Damiano
Pine Glades Drive

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Linda Damiano, Pine Glades Drive

Your Name:: Linda Damiano

Your Company Name::

Your Phone Number:: 7072272248

Your Email Address:: elledee1011@gmail.com

Your City:: Jackson

Your State:: Wyoming

Your Zip Code:: 83001

Additional Information:
Form submitted on: 5/20/2020 3:16:43 PM
Submitted from IP Address: 72.132.46.85
Referrer Page: No Referrer - Direct Link
Form Address: http://www.jacksonwy.gov/Forms.aspx?FID=190

Tyler Valentine

From: Linda Damiano <elledee1011@gmail.com>
Sent: Wednesday, May 20, 2020 3:36 PM
To: Lea Colasuonno; Sandy Birdyshaw; Tyler Valentine; Paul Anthony
Subject: Pine Glades Trail Plan (P12-262)

Dear Madams and Sirs,

Please see below another letter submission to the Town Council.

Thank you kindly,

Linda Damiano

Dear Mayor and Council.

I added my comments online to Replies following the May 13, 2020 JH News article entitled "Access Spat Divides South Jackson".

Below is a copy that I am submitting for the the packet associated with the Pine Glades Trail Plan(P12-262).

Best regards,

Linda Damiano

164 Pine Glades Drive

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There are many trails to get to and from Snow King; Pine Glades Drive is just not one of them. If one is heading to Snow King for *sport* and *exercise*, why is a *shortcut* needed through a private area?

Does Club at 3 Creek, Shooting Star, Gros Ventre North and the like offer public access on their private property? Is the Town and County trying to buy easements on those properties, like they are proposing for ours, or on the myriad of other deeded private properties? And does it make sense for the Town of Jackson

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Linda Damiano

Pine Glades Drive

Tyler Valentine

From: noreply@civicplus.com
Sent: Friday, May 22, 2020 12:15 PM
To: Town Council
Subject: David Lloyd Online Form Submittal: Email the Town Council

If you are having problems viewing this HTML email, click to view a Text version.

Email the Town Council

Subject: Pine Glades Resident Concerns

Email Content:* Members of Town Council: The following is the content of a letter that I sent to Town Counsel on May 13 responding to her request for access to Pine Glades development for an appraiser. As noted in my email to Ms. Colasuonno, this was an accumulation of comments from various homeowners. I respectfully ask that this be made part of the record for you to consider at your upcoming meeting. Thank you for taking the time to review. Dear Lea, I am in receipt of the email dated the evening of May 12, 2020, forwarded to me from Erika Nash, wherein you are seeking permission for Andy Cornish, appraiser, to walk on Pine Glades Drive to assess what the TOJ would like to try and purchase from the HOA. As you know, I am a director of the HOA and am available to coordinate with Andy a mutually agreeable time this Friday, May 15, to access the property. Please ask him to contact me directly. That being said, before the Town undertakes the time and expense preparing an offer to purchase a pedestrian easement down our private road, I wanted to give you some of our thoughts in advance about such an offer being tendered in the first place: • Legitimate and Actual Safety Concerns: 1. We understand that there might be a proposal of a 6-8' wide painted 'pedestrian lane' on our roadway, to demark the location of the easement, which in turn leaves barely 5-7' for one- way vehicular traffic as the roadway is approximately 13' wide total. Adding a real barrier marking the road and easement is impossible as the full width is needed for vehicular traffic and use of garages. Common sense and our collective conscience dictates that this is dangerous proposal, meaning unsafe for all. 2. In the past there have been numerous accidents in the tunnel and, most recently, at least one near fatal collision involving an HOA board member's truck and a skateboarding teenager, and another involving a vehicle and a woman pushing a stroller. It is likely there are other incidents that we are unaware of given how tight the roadway is here. Even if the proposed easement stops at the top of the tunnel, we are concerned that skateboarders and cyclists will find the tunnel too tempting to pass up. 3. In the winter the effective width of Pine Glades Drive is even less due to snow and ice. Several of the townhouse buildings have second levels that overhang one lane of the road and the roofs shed snow and ice onto the road below. There simply isn't enough room to accommodate permanent, public, pedestrian/biking/pet traffic along the road. 4. There are more full-time homeowners living in Pine Glades now, even more when Phase 2 is completed, increasing traffic along Pine Glades Dr., and again adding pressure on the road. 5. Pine Glades Drive was never intended for, or designed for, combined pedestrian and vehicular traffic. It simply does not have enough room to be safe for both. Now, 13 years later after it has been approved and constructed, the Town wants to change how it is used, but we feel that this change will increase the danger we live with each day on Pine Glades Drive. It is possible that even if the TOJ accepts liability for accidents on the easement, because it is so easy to step over the line, literally, and be hurt in Pine Glades, the easement for the benefit of the public may necessitate increased insurance cost to all members to cover the liability umbrella policy that our underwriters will likely require. At present the HOA premium contemplates that the road and tunnel are private property. 6. Furthermore, the market units whose living rooms overhang the roadway may have to self-insure for liability. The paved blacktop area underneath the overhanging living rooms is within inches of each homeowner's front door, and is deeded to each homeowner and is not the property of the HOA. Any pedestrian walking, driving, riding their bicycles, or skateboarding under these overhangs is effectively entering our homes uninvited and is extremely dangerous in these narrow passageways with extremely limited sightlines. 7. Thus, the subject of safety on our narrow non-conforming dangerous roadway is clearly paramount for us. • We are concerned about homeowner / public safety and the preservation of our private property rights. For our homeowners, the issue is not monetary, but we fear being made out to be the bad guys here for not wanting to grant an easement we never sought to sell. 1. Pine Glades Drive is a non-conforming narrow roadway leading to an equally narrow and dangerous tunnel. In every public record or land use document on file with the Town,

the road and tunnel are both deemed private. These documents have been provided to consultants, lawyers, real estate agents and to each of our residents before they purchased their homes. Most recently, during due diligence for the present developer, many documents on file with the Town and stating that Pine Glades Drive is private property were provided to the developer. 2. Besides the initial cost of over $18 million to design and construct, the HOA (and its homeowners) has carried the financial burden of maintenance and insurance costs for HOA property. 3. Pine Glades Development has proceeded slowly over the past 13 years, with the last 5 of 23 homes just being completed between 2017 and 2020. Since approval of Pine Glades as a subdivision, there have been continual callous disregards to our private property and our homeowners by the neighboring residents. Gradually as Pine Glades has become populated with full time residents, the violations have become increasingly obvious and contentious. Their violations were brought to a head 2 years ago when one of our affordable homeowners and her dog were attacked by a Pine Drive resident's unleashed large dog, and then verbally abused. 4. And now, for the past 2 years, it has been the contention of several Pine Drive residents, that they were verbally promised access to and across our private road, and if we object to this argument, which was never codified into documents, Pine Glades HOA and homeowners are painted in a negative light. The alleged promise was made by Dave Taylor, the project manager for the original developer of the Pine Glades property Jeff Hussey – not even the actual developer and applicant. Our homeowners do not know, nor have they ever met Dave Taylor, who disappeared from the Town of Jackson over a decade ago, having failed to complete the subdivision. 5. There are numerous easements that exist on file and in writing including those that refer to a Snow King access trail, utility and maintenance, and a specific detailed easement granting Mr. DeFazio a driveway right of way over HOA property. This easement enables Mr. DeFazio access to Pine Drive from his "landlocked parcel". It is ironic that he and his neighbors, after denying our homeowners access to the same Pine Drive and forcing the issue of the gate to be added, now seek unfettered access to our private roadway and tunnel. 6. For these past 2 years, as the issue of privacy and access has been brought before the Town by them for deliberation, a vocal few Pine Drive neighbors have subjected the HOA members to character assassination, falsehood, slander, and exaggeration. The irony of the situation is that these same Pine Drive neighbors demanded and received, at the cost to the HOA, a west end gate and supporting structures to restrict the Pine Glades HOA residents access to the Town owned Pine Drive. Additionally, to further restrict access to Pine Drive, they demanded and received the construction of a tunnel at the east end. The same neighbors' assignation that the Pine Glades HOA is "Elitist" and in pursuit of an exclusive "Gated Community" is insulting on its face and the height of hypocrisy! 7. In addition, the former developer himself, Jeff Hussey, has written 2 letters to the Town of Jackson stating that Dave Taylor reported directly to him and that… "As the principal investor from inception and ultimately the primary developer of the Pine Glades Development, I'm compelled to remind this distribution that during the initial review and approval of the Pine Glades development, the neighbors on Pine Drive were adamant that no additional traffic pass in front of their houses even though Pine Drive is a town street. Their vitriolic opposition to any additional traffic forced me to spend $15,000,000 to construct a tunnel for Pine Glades residents to travel in the opposite direction. There was never any intention for the Pine Drive neighbors to have access to the private Pine Glades Drive and tunnel after it was built. Pine Glades is PRIVATE PROPERTY." 8. Thus far, the Pine Glades HOA's response to these continued affronts has been to be gracious and take the high road. 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We just sincerely hope that our legal rights are not somehow diminished because of this neighbor fabricated controversy and effort to somehow appease just a few members of the public. Respectfully, David Lloyd HOA Board Member

Your Name:*	David Lloyd
Your Company Name:	
Your Phone Number:	781-752-6107
Your Email Address:*	dglloyd2000@yahoo.com

Your City: Jackson
Your State: WY
Your Zip Code: 83001

* indicates required fields.

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The following form was submitted via your website: Email the Town Council

Subject:: Pine Glades Resident Concerns

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5. Pine Glades Drive was never intended for, or designed for, combined pedestrian and vehicular traffic. It

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7. In addition, the former developer himself, Jeff Hussey, has written 2 letters to the Town of Jackson stating that Dave Taylor reported directly to him and that… "As the principal investor from inception and ultimately the primary developer of the Pine Glades Development, I'm compelled to remind this distribution that during the initial review and approval of the Pine Glades development, the neighbors on Pine Drive were adamant that no additional traffic pass in front of their houses even though Pine Drive is a town street. Their vitriolic opposition to any additional traffic forced me to spend $15,000,000 to construct a tunnel for Pine Glades residents to travel in the opposite direction. There was never any intention for the Pine Drive neighbors to have access to the private Pine Glades Drive and tunnel after it was built. Pine Glades is PRIVATE PROPERTY."
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Respectfully,

David Lloyd
HOA Board Member

Your Name:: David Lloyd

Your Company Name::

Your Phone Number:: 781-752-6107

Your Email Address:: dglloyd2000@yahoo.com

Your City:: Jackson

Your State:: WY

Your Zip Code:: 83001

Additional Information:
Form submitted on: 5/22/2020 12:14:31 PM
Submitted from IP Address: 184.167.16.85

Referrer Page: No Referrer - Direct Link
Form Address: http://www.jacksonwy.gov/Forms.aspx?FID=190

Tyler Valentine

From: Tim Young <tim@wyopath.org>
Sent: Wednesday, May 27, 2020 5:15 PM
To: Town Council
Subject: Pine Glades Public Trail Access History
Attachments: Pine Glades comment 2007.doc; Pine Glades Development Agreement w Trail.pdf; Pine Glades Trail Invoice Final.pdf

Dear Mayor and Town Council,
I wanted to send this additional background information on the Pine Glades public trail access being discussed.

Back at the beginning of the plan to develop that steep forest hillside, I worked at Friends of Pathways, and in 2007 I reviewed the development plan and wrote a comment letter on Pine Glades proposed development, see the attached copy. At that time, the developer was clearly proposing to provide significant public access and to maintain the historic trail connections from the Pine Drive and Wister Dr., and they pledged to provide public access for walking and biking along the subdivision roads and sidewalks.

The developer's plan clearly called out all the public trail access being provided in notes on that plan, see the map PDF attached from the original 2007 plan. A quote from my 2007 comment letter (attached):

> "This project includes important access for recreational trails and public land access to the Greater Snow King Trails Network. I have reviewed the most recent trail proposal, and wish to commend the applicant for their willingness to include the public access for non-motorized uses, and for their flexibility to provide the most useful trail alignments."

Fast forward to 2010, the Pine Glades development was underway with units built, but impacted financially after the 2008-10 downturn. The developer had a performance bond with the Town to deliver a list of requirements for landscaping, other site issues, and to provide the reconnected public trails to Snow King and the Forest Service public land adjacent to the development. The Town of Jackson was going to call in the bond because the agreed items were not completed.

The developer wanted to rough in a low quality trail, call it good, and get out from the Bond requirement. The Town was concerned with this, it failed to meet the conditions approved and the public trail standards.

The staff report from that 2010 request is attached, and it does discuss the developers continued promise of public trails and public access on roads and sidewalks.

In 2010 we looked at the proposed trail location, and there were problems due to overly steep grades. The Forest Service (Linda Merigliano helped) had concerns about the realigned trails proposed, especially on the west end of Pine Glades, where a trail is shown that would have been impossible to construct - super steep stairs would have been needed. We went up with our Trail Crew and the FS and developed a better plan. Pine Glades developers at that time agreed with the trail changes, it was mutually better for trail users and Pine Glades.

To address the Town calling in their Bond for not getting the improvements done, Pine Glades contracted with Friends of Pathways to construct the Public Trail on the east side of Pine Glades, which is called Shade Monkey. It was about a $15,000 contract, and was constructed to a high standard sustainable design. That trail was fully envisioned to be a public trail, and that public access should continue to be open to public use.

The revised trail sketch is in the attached PDF with that staff report, that shows where the trail was build in 2011.

I hope this important public access is reopened and remains open in perpetuity. Today's developer and new owners need to respect those commitments made at the development approval. Maintaining public access to Snow King and the Forest trails should be a condition of approval on any request for changes from the subdivision or developer.

Thank you,
Tim

--
Tim Young
Executive Director
Wyoming Pathways
tim@wyopath.org
307-413-8464
www.wyopath.org
--

July 17, 2007
Via email as attachment shill@ci.jackson.wy.us

Town of Jackson
Planning and Building Department
Attn: Shawn W. Hill, Associate Planner
P.O. Box 1687
Jackson, WY 83001

Subject: Item P07-076 Pine Glades Development, LLC

Dear Shawn,

I have reviewed the Pine Glades Development application, and would like to offer the following comments of support from Friends of Pathways in regards to the trail and non-motorized access proposed.

Friends of Pathways is a private not-for-profit corporation which is an advocate for bicycling, walking, and trails, and as a partner of government agencies for projects of mutual interest. We work to enhance and connect the communities in and around Jackson Hole by promoting safe and convenient non-motorized transportation and recreation facilities and programs. Friends of Pathways, (FOP) was founded in 1994, and today has grown to over 1,100 members.

This project includes important access for recreational trails and public land access to the Greater Snow King Trails Network. I have reviewed the most recent trail proposal, and wish to commend the applicant for their willingness to include the public access for non-motorized uses, and for their flexibility to provide the most useful trail alignments.

Specifically, it is very helpful to see:

- The public easement on all sidewalks and roads for non-motorized use;
- The trail connection on the west side that will climb up to the "Sink or Swim" trail;
- The west-east trail above the homes that will contour to connect to the Snow King mountain trails, and the improved grades so the trails will not be so steep.

I believe these trails will serve both the future Pine Glades residents and the public at large for enhanced public land access. Please contact me if you or the Planning Commission has any questions on these comments at 733-4534.

Sincerely,

Tim Young, Executive Director

P.O. Box 2062 ~ 335 South Millward Street ~ Jackson, WY 83001
307.733.4534 ~ tim@friendsofpathways.org
www.friendsofpathways.org

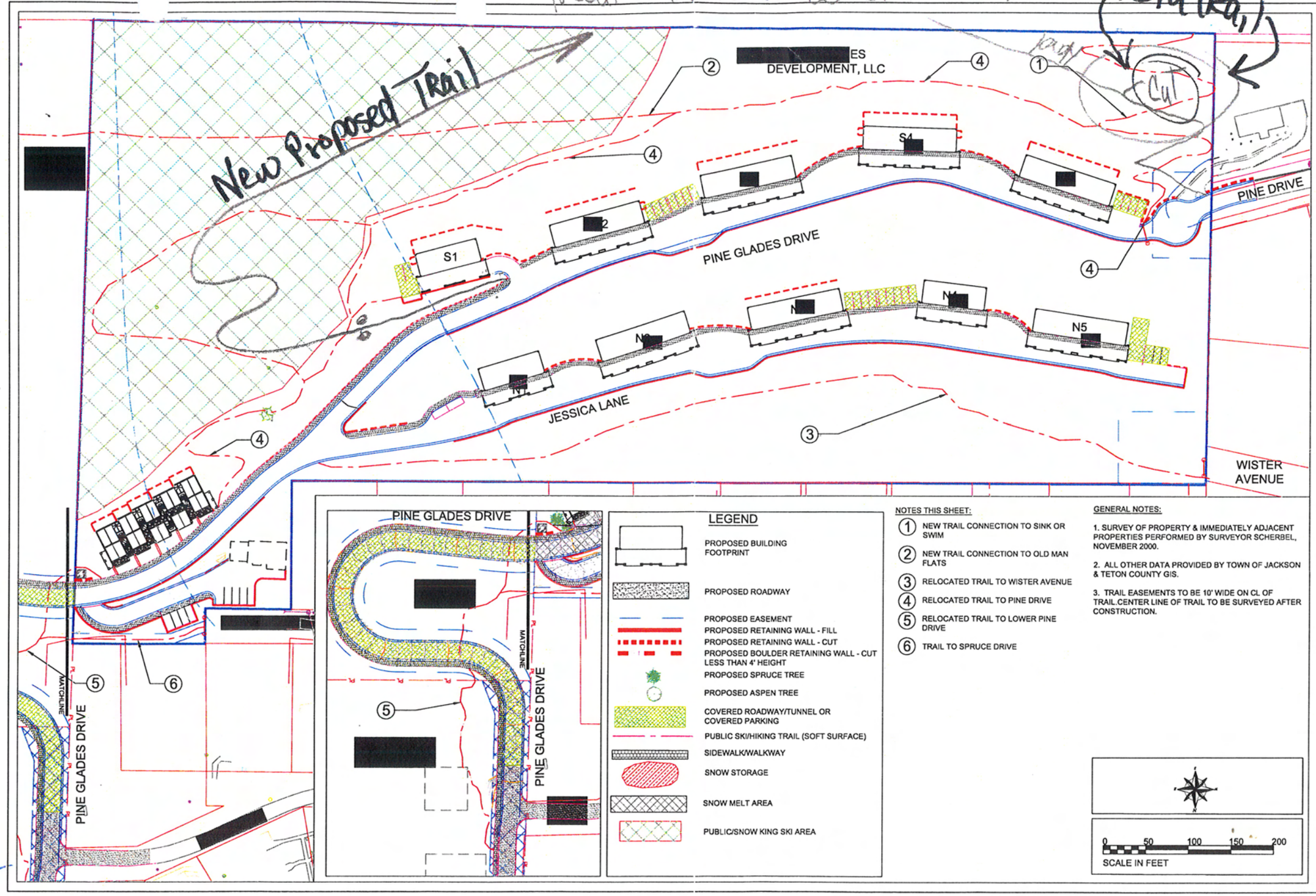
Needs Fn Work To Sink or Swim

old Trail

New Proposed Trail

Adam Scott 690-7007

Pine Glades



RENDEZVOUS ENGINEERING, P.C.
P.O. BOX 4358 JACKSON, WYOMING 83001
25 SOUTH GROS VENTRE STREET
PHONE - 307.733.5292 FAX - 307.733.2334

Prepared By: JPH
Date: 10-08-07
Rev. Date: 11-07-07

DRAWING TITLE: PATHWAY & TRAIL MAP

PROJECT TITLE: PINE GLADES FINAL DEVELOPMENT PLAN

PROJECT NUMBER: 05-019

DRAWING NUMBER: WEB2

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: JUNE 15, 2010
MEETING DATE: JUNE 21, 2010

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: SHAWN W. HILL, ASSOCIATE PLANNER

SUBJECT: **ITEM P10-028:** A REQUEST FOR AN AMENDMENT TO A FINAL PLAT APPROVAL (SUBDIVISION IMPROVEMENT AGREEMENT) OF THE PINE GLADES TOWNHOMES PHASE ONE ADDITION TO THE TOWN OF JACKSON

APPLICANT: PINE GLADES DEVELOPMENT, LLC

OWNER: PINE GLADES DEVELOPMENT, LLC

REPRESENTATIVE: BRENDA WYLIE, WYLIE LAW FIRM

STATEMENT/PURPOSE

The applicant is requesting an Amendment to the Final Plat for Pine Glades Townhomes Phase One Addition to the Town of Jackson with regard to Section 6140 Subdivision Improvement Agreement Contract and Guarantee. The subject property is located on 17.03 acres described as Pine Glades Townhomes Phase One Addition, and is addressed on Pine Glades Drive and Jessica Lane. This request seeks to modify the terms of the Subdivision Improvement Agreement (SIA) that was executed with the recordation of the Plat in February 2010. This item was continued from the May 24, 2010, regular meeting.

APPLICABLE REGULATIONS

Section 6100 Final Plat.
Section 6140 Subdivision Improvements Agreement Contract and Guarantee

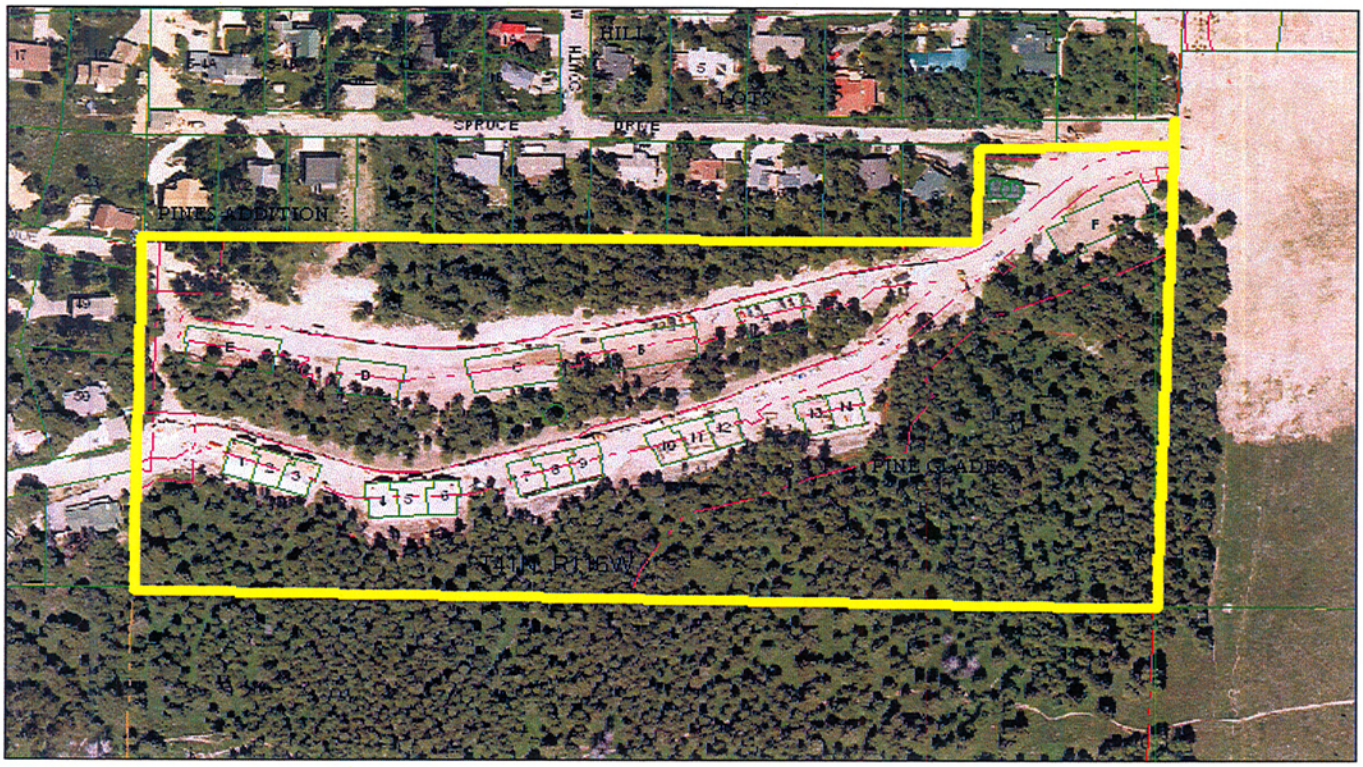
BACKGROUND/ALTERNATIVES

A Final (Major) Development Plan for the 39-unit Pine Glades Development was approved in January 2008. Prior to the commencement of the site work within the FDP, a Development Agreement was executed that established the improvements necessary for the development, as well as a financial guarantee for their installation. The development was largely anticipated to be built at a steady pace over one phase; however, only eight (8) of the total 39 units have been developed (including two (2) affordable units in the refurbished duplex at 40 Spruce Drive), and the timeframe for the buildout of the entire project is uncertain. The platting of the first phase occurred with the recordation of the Pine Glades Townhomes Phase One Addition units in February 2010, and a Subdivision Improvement Agreement was executed at that time to supersede the 2008 Development Agreement. Most of the development infrastructure has been completed, including the access tunnel, utility tunnels, sewer lines, water lines, and the upgraded pump station at the end of Spruce Drive. As the total buildout of the project is likely to extend beyond the one-phase timeframe originally anticipated, the

applicant is now requesting approval for an amendment to the SIA approved with the plat, which would defer the installation of some infrastructure improvements until later this summer/fall and/or with the development of Phase II (which will occur at a date in the future yet to be determined).

LOCATION

The property is currently described as the Pine Glades Townhomes Phase I Addition to the Town of Jackson and is addressed as 10-40 Spruce Drive. An aerial photo is shown on the following page:



PROJECT DESCRIPTION

The applicant is seeking to defer some of the improvements in the current SIA until October 14, 2010, and others until the construction of Phase II units. Specifically, the applicant is seeking to amend Section 9 Time for Completion of the SIA, which currently requires all infrastructure and other site improvements to be completed prior to July 14, 2010. These items (which are listed in Attachment "A" of the proposed amendment) which would be subject to the proposed October 14th deadline, and include the following:

- Reconstruction of the South Cache Street and Pine Drive intersection at the base of the utility tunnel.
- Repairs to Pine Drive west of Cache Street.
- Repairs to Spruce Drive west of Millward Street (near the pump station that has been recently upgraded by the applicant).
- Construction of the pathway between the Pine Drive turnaround and the Sink-or-Swim trail.

The following improvements are proposed to occur in concert with the development of Phase II, otherwise known as the "Jessica Lane" units (and listed as Attachment "C" of the proposed amendment):

- The Pathways within the interior of the development.
- Site grading along Jessica Lane (mainly within the building pads of each townhome building)
- Stormwater systems along Jessica Lane
- Fire hydrants along Jessica Lane

The Town currently holds a letter of credit for these improvements, which would be extended to or after October 14, 2010, in order to guarantee the improvements listed in Attachment "A." Once these improvements are completed and accepted by the Town, the bond would be released and the items listed in Attachment "C" would then be re-bonded in a new Development Agreement to be executed before the acceptance of building permit applications for Phase II.

STAFF ANALYSIS

Staff has no recommendation for the proposed amendment, and is requesting Council consider the request in light of the applicant's position and any public comment received.

ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

Staff has no comment regarding the Council's Strategic Intent.

ATTACHMENTS

Applicant Submittal
First Amendment to Subdivision Improvement Agreement

FISCAL IMPACT

None identified.

STAFF IMPACT

None identified.

LEGAL REVIEW

Complete.

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

1. The Planning Director recommends the Council consider the proposed amendment and approve or deny it based on its acceptance of the applicant's position and after receiving public comment.

SUGGESTED MOTION

I move to **approve** an amendment to the Subdivision Improvement Agreement for the Pine Glades Townhomes Phase One Addition to the Town of Jackson, pursuant to the requirements of Article VI Platting and Land Records and other applicable requirements of the Land Development Regulations and the departmental reviews attached to the Staff Report for Item P10-028.

(Though Staff is not making a recommendation, all motions are made in the affirmative).

PLANNING & BUILDING DEPARTMENT

June 24, 2010

Pine Glades Development, LLC
P.O. Box 642
Jackson, WY 83001

Re: Item P10-028
Final Plat Amendment - Pine Glades Townhomes Phase One Addition

Ladies and Gentlemen:

This letter is to confirm that on June 21, 2010, the Jackson Town Council voted to approve your request for an Amendment to the Final Plat for Pine Glades Townhomes Phase One Addition to the Town of Jackson regarding modifications to the Subdivision Improvement Agreement (SIA). Staff requests that you submit a signed copy of the SIA Amendment and any associated bond documentation prior to July 6, 2010, for review by Town staff.

Please feel free to contact me at 733-0440, ext. 1303 if you have any questions, and please let me know if there's anything I can do to assist with the finalization of this project.

Respectfully,

Shawn Hill, AICP
Associate Planner

SH:ad

pc: Brenda Wylie, Wylie Law Firm LLC

RELEASED	
INDEXED	✓
ABSTRACTED	✓
SCANNED	✓

FIRST AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT

Pine Glades

PINE GLADES DEVELOPMENT, LLC, a Wyoming limited liability company (hereafter referred to as "Subdivider") and the TOWN OF JACKSON, a municipal corporation (hereafter referred to as the "Town") hereby execute this FIRST AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT (this "Amendment") as of this 8th day of July, 2010.

RECITALS:

WHEREAS, the Subdivider and the Town executed that certain Subdivision Improvement Agreement recorded in the Office of the Teton County Clerk on February 9, 2010 in Book 750 of Photo at Pages 263 to 274 (the "SIA"), which burdens all of that certain real property specifically described on the Final Plat for Pine Glades Townhomes Phase One Addition to the Town of Jackson recorded on February 9, 2010 in the Office of the Teton County Clerk as Plat No. 1285 (the "Property");

WHEREAS, pursuant to the Final Development Plan and the SIA, the Town required that the Subdivider deliver to the Town a bond in the amount of 125% of the estimated cost to complete the required on-site and off-site improvements;

WHEREAS, the Town required the off-site improvements to be completed by the Subdivider as set forth in the Final Development Plan to mitigate the impact of the development of the future townhome phases within the Property along Jessica Lane;

WHEREAS, the Subdivider does not anticipate pursuing the development of the future townhome phases within the Property along Jessica Lane in the near future;

WHEREAS, the off-site improvements have not been completed by Subdivider as of the date hereof and the bond for the required on-site and off-site improvements expires on July 14, 2010;

WHEREAS, the Town has agreed to extend the foregoing July 14, 2010 completion deadline for those off-site improvements described on Attachment "A" to October 14, 2010 subject to the terms and conditions set forth herein;

WHEREAS, the Town has agreed to release to Subdivider those outstanding bond amounts allocated to those improvements set forth on Attachment "C" subject to the terms and conditions set forth herein, including but not limited to, the condition that prior to the Town accepting a building permit application from Subdivider for the development of any future phases of townhomes within the Property along Jessica Lane, the Town will require that a Development Agreement be negotiated and executed by the Town and the Subdivider and that the Subdivider deliver to the Town a new bond for the off-site improvements;

WHEREAS, Section 17 of the SIA states that all modifications of the terms of the SIA shall be invalid unless such modifications are in writing and executed with the same formality as the SIA; and

WHEREAS; pursuant to the requirement of Section 17 of the SIA, Subdivider and the Town desire to modify the SIA in writing pursuant to the terms and conditions set forth herein and have obtained the approval of the Town Council for such modification on June 21, 2010.

GRANTOR: PINE GLADES DEVELOPMENT LLC ET AL
GRANTEE: PINE GLADES DEVELOPMENT LLC ET AL
Doc 0777906 bk 761 pg 340-347 Filed At 15:10 ON 07/26/10
Sherry L. Daigle Teton County Clerk fees: 41.00
By Michele Fairhurst Deputy

DECLARATIONS:

NOW THEREFORE, for and in consideration of the foregoing recitals and the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties hereto, the Subdivider on its own behalf, or any successor in interest or assign, and the Town do mutually hereby covenant and agree, as follows:

1. **Section 9. TIME FOR COMPLETION.** Section 9 of the SIA is hereby deleted in its entirety and the following Section 9 is hereby inserted in lieu thereof:

   Section 9. TIME FOR COMPLETION:

   *(a) Subdivider agrees to install all improvements set forth on **Attachment "A"** on or before October 14, 2010, unless said time upon written request of Subdivider made to the Town Engineer of the Town is extended by the Town, which extension shall not be unreasonably withheld.*
   *(b) No certificates of occupancy shall be granted for any Phase One building until all the improvements, dedications and warranties listed on **Attachment "B"** have been completed and approved by the Town.*
   *(c) The Town shall not accept a building permit application for any future townhome phases within the Property along Jessica Lane until Subdivider and the Town have negotiated and executed a new Development Agreement for those outstanding improvements required by the Final Development Plan as set forth on **Attachment "C"** and until the Subdivider has delivered to the Town a bond in the amount of 125% of the estimated costs to complete such off-site improvements, such estimated costs to be re-evaluated and approved by the Town at such time.*

2. **Attachment "A" .** The original Attachment "A" is hereby deleted in its entirety and the Attachment "A" attached hereto and incorporated herein shall be inserted in lieu thereof.

3. **Attachment "C". Attachment "C"**, attached hereto and incorporated herein, shall hereby be inserted as **Attachment "C"** to the SIA.

4. Except as expressly amended by this Amendment, the SIA is and remains in full force and effect, unchanged. Capitalized terms not defined herein shall be construed in accordance with their definitions set forth in the SIA. References to section numbers refer to section numbers contained in the SIA, unless otherwise expressly delineated to the contrary. This SIA may be executed in counterparts.

IN WITNESS WHEREOF, the Subdivider and the Town have executed this instrument on the 8th day of July, 2010.

TOWN OF JACKSON,
a municipal corporation
of the State of Wyoming

Mark Barron, Mayor

ATTEST:

Roxanne Deyries Robinson, Town Clerk

APPROVED AS TO FORM:

Town Attorney

CONTENTS:

Town Engineer

Planning Director

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Audrey Cohen-Davis as Town Attorney of the Town of Jackson this 22nd day of July, 2010.

Witness my hand and official seal.

Notary Public

My commission Expires:
1-22-11

KELLY BOWLIN - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires Jan. 22, 2011

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Shawn P. O'Malley as Town Engineer of the Town of Jackson this 21st day of July, 2010.

Witness my hand and official seal.

KELLY BOWLIN - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires Jan. 22, 2011

Notary Public

My commission Expires:
1-22-11

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Tyler Sinclair as Planning Director of the Town of Jackson this 22nd day of July 2010.

Witness my hand and official seal.

Kelly Bowlin
Notary Public

My commission Expires:

1-22-11

KELLY BOWLIN - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires Jan. 22, 2011

Pine Glades Development, LLC,
a Wyoming limited liability company

By: Fluid Capital, LLC,
a Washington limited liability company,
its Manager

By: _____
Jeffrey S. Hussey, its Manager

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Jeffrey S. Hussey, as Manager of Fluid Capital, LLC, a Washington limited liability company, as Manager of Pine Glades Development, LLC, a Wyoming limited liability company, this 8 day of July, 2010.

Witness my hand and official seal.

_____
Notary Public
My commission expires:

LIZ JORGENSON - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES NOVEMBER 9, 2012

Attachment "A"

The following costs are being provided as an estimate of the total remaining work for the Pine Glades Development. Please note that the total bond amount indicated can be used for the completion of any portion of work not completed and accepted by the Town.

South Cache Streetscape Improvements (Pine Glades Development)

Item	Quantity	Unit Measurement	Price	Cost
Concrete Curb & Gutter	814	LF	$55.00	$44,770.00
Concrete Valley Gutter	180	SF	$20.00	$3,600.00
Concrete Sidewalk	2150	SF	$12.00	$25,800.00
Retaining Wall	160	LF	$70.00	$11,200.00
12-inch PVC Pipe	89	LF	$85.00	$7,565.00
Storm Manhole	2	EA	$3,500.00	$7,000.00
Storm Catch Basin	3	EA	$4,500.00	$13,500.00
Connection to Existing Storm Drain	3	EA	$1,750.00	$5,250.00
Crush Gravel Base	380	TON	$40.00	$15,200.00
Bituminous Concrete Pavement	185	TON	$135.00	$24,975.00
Landscaping & Pavers	1	LS	$20,000.00	$20,000.00
TOTAL				***$178,860.00***

Pine Drive West of Cache (Road Repairs)

Item	Quantity	Unit Measurement	Price	Cost
Crush Gravel Base	285	TON	$40.00	$11,400.00
Bituminous Concrete Pavement	145	TON	$135.00	$19,575.00
TOTAL				***$30,975.00***

Spruce Drive West of Millward (Road Repairs)

Item	Quantity	Unit Measurement	Price	Cost
Crush Gravel Base (including Stormwater Easement Tree Planting)	325	TON	$40.00	$13,000.00
Bituminous Concrete Pavement	165	TON	$135.00	$22,275.00
TOTAL				***$35,275.00***

Pathway (Connection to Sink or Swim from Upper Portion of Project)

Item	Quantity	Unit Measurement	Price	Cost
Pathway	1,500	LF	$4.00	$6,000.00
TOTAL				**$6,000.00**

Utility Tunnel $40,000.00

Bond Total x 1.25 **$363,887.50**

Attachment "B"

The following will be completed prior to the Town granting occupancy for Pine Glads Phase One buildings.

Item
Complete Grading, slopes and drainage swales behind buildings
Engineering approval of all retaining walls and slopes above four feet in height will be provided
The completion of installation of glycol fire suppression lines within each duplex or triplex building.

Attachment "C"

Pathway (outstanding portions of pathways, including upper portion)

Item	Quantity	Unit Measurement	Price	Cost
Pathway	2,700	LF	$4.00	$10,800.00
TOTAL				**$10,800.00**

Site Grading	$30,000.00
Storm system (Lower Road)	$10,000.00
Fire Hydrants (Lower Road)(Applicant will be required to re-bond for 3 fire hydrants)	$9,000.00
Bond	
Bond Total x 1.25	**$74,750.00**

IRREVOCABLE LETTER OF CREDIT

Borrower: Pine Glades Development, LLC, a Wyoming limited liability company
P.O. Box 11870
Jackson, WY 83002

Lender: Bank of Jackson Hole
Main Branch
990 West Broadway; P.O. Box 7000
Jackson, WY 83002

Beneficiary: Town of Jackson/Attention Shawn O'Malley, Town Engineer Assistant Public Works Director
P.O. Box 1687
Jackson, WY 83001

NO.: 122808-4 (Renewal of existing Letter of Credit)

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 07-11-2011 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Five Hundred Three Thousand Eight Hundred Seventy-five & 00/100 Dollars ($503,875.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER Bank of Jackson Hole IRREVOCABLE LETTER OF CREDIT NO. 122808-4 DATED 07-06-2010," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and

B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Wyoming without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Wyoming.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Dated: July 6, 2010

LENDER:

BANK OF JACKSON HOLE

By: _____
David W. Perino, Executive Vice President

BORROWER:

PINE GLADES DEVELOPMENT, LLC, A WYOMING LIMITED LIABILITY COMPANY

FLUID CAPITAL, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, Manager of Pine Glades Developmer LLC, a Wyoming limited liability company

By: _____
Jeffrey S. Hussey, Member of Fluid Capital, LLC, a Washington limited liability company

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures

LASER PRO Lending, Ver. 5.51.00.002 Copr. Harland Financial Solutions, Inc. 1997, 2010. All Rights Reserved. - WY H:\HARLAND\CFI\LPL\C43.OC.FC TR-1706 PR-12

To:
Pine Glades Development LLC
PO Box 642
Jackson, WY 83001

Date:
August 18, 2011

STATEMENT AND INVOICE

Project: Pine Glades Trail connection to Forest Service Sink or Swim Trail

Description	Amount
Construction of complete trail connection from upper Pine Glades Road to reconnect with Sink or Swim Trail on the BTNF, as conditioned in the Town of Jackson approval and subsequent modifications approved by the Town of Jackson. Includes all clean up work, and one trail information kiosk installed.	$15,000.00
Less Down Payment received, JH Builders Inc. check #1990, date 6/23/11	-$7,590.00
Net Total Amount Due	**$7,410.00**

P.O. Box 2062 Jackson, WY 83001
307.733.4534 ~ www.friendsofpathways.org ~ tim@friendsofpathways.org

Dear Madam and Sirs,

As concerned citizens, as good faith property owners in the Pine Glades subdivision and as residents of the Town of Jackson, we want to go on record with regard to the issues on the Application for Amendment of the Pine Glades Development Plan, item P19-262. We respectfully file these comments and appreciate the efforts by all members of the Town Planning staff and Commission to address these issues.

1. Overview of Support for Application: We want to be very clear that we, the undersigned homeowners of Pine Glades, support all three of the provisions in the application for Amendment. Given the broad acceptance of two of the items regarding a heated street and the stone additions to the new units, we will focus our discussion on the Application relating to the proposed hiking trails.

A. Overall Position of Undersigned Homeowners: To be 100% clear, while the trails are not perfect for homeowners in Pine Glades development, it is a compromise that is supported by all the undersigned homeowners living on Pine Glades Drive. We believe that substantial effort and cost has and will go into the development of the trails as proposed in the application to the benefit of all residents of Jackson who chose to avail themselves of this opportunity.

B. Trail design: The trail design accomplishes many objectives. It provides ways to access Snow King Mountain. The trails come in close proximity to the homes within the development but are mostly reasonable compromises. The western-most trail is steep as Snow King Mountain is steep. It is not unreasonably so, and in many ways, seems to mirror the steepness of other portions of trails on Snow King. Of course, it will have snow during most winter seasons. Most trails have snow in the winter. This will be no exception and should be well known by residents of Jackson. While most residents believe the proposed trails are a reasonable compromise, however, with regard to the proposed north hiking trail, it does come very close to two condominium units. We would support other viable options to the proposed north hiking trail that eliminates these proximity concerns and understand that the applicant may have already come up with an option to address this matter. In short, the trail design is not perfect from the perspective of the development homeowners but it is demonstrably a very reasonable compromise if the proposed north hiking trail can be modified to effectively address these proximity concerns.

C. Broad Public Easement to Pine Glades Drive: We note at the outset that much of the public comments only tangentially discussed the trail compromise being proposed in the application. Rather, the focus of most commenters opposed to the Application simply turned to the issue of unfettered access to the improved parts of Pine Glades Drive and the private land on Pine Glades. The record should be clear that this, while related, is a very different issue than the question of whether the trail meets the developer's written obligations and is a reasonable compromise to provide trail access. There was never any assumption that the ONLY trail design was one which gives unfettered access to the now improved, paved, snow plowed, well lit from dusk to dawn year round and a well maintained Pine Glades Drive (all of which is paid solely by Pine Glades property owners). Nonetheless, we the homeowners feel the need to address this issue even though it is NOT, nor should it be, part of the consideration for P19-262.

2. Public Record: With regard to unfettered access through a new, previously undocumented public easement through the Pine Glades development, the fact is that the only record of making this public was oral comments in 2007 timeframe. These oral comments were made by the original developer which were NEVER to our knowledge repeated, codified, recorded or confirmed in writing, acted upon in negotiation with the developer, or in any other way materialized to be added to the public records for the Town of Jackson or Teton County. This is a simple fact which, however unfortunate, all the parties must accept. At this very late date, it would be a VERY material change some thirteen years after oral conversations to impose an entirely new right easement for access onto the Pine Glades development and over the land of the good faith purchasers of property. We could go into much greater discussion of the absence of any public access easement but the planning and zoning staff understands this issue in great detail.

3. Practical and design considerations: In addition to the absence of public record supporting public access, there are strong reasons why public access is simply not feasible EVEN had it been authorized:

A. Safety. The project design obviously was not built with the idea of full public use given homeowner’s safety. The overhang means that owners are stepping into a canopy road, or active bike, automobile, motorcycle, skateboard path when they step right outside their front door. There is demonstrated "adolescent" (of all ages) uses of the

pillars on our homes as a make-shift bike and skateboard slalom courses that endangers both the participant and the homeowners.

B. Liability: As private land, there is a presumption of culpability if someone is injured or killed on our property. Will the City grant the Pine Glades residents a complete indemnifications of attorney's fees, court costs, and damages as a result of injuries incurred on the development? Of course it will not. Might people use theories of architectural design, attractive nuisance, negligence in maintenance and the panoply of other arguments to find liability of the home owners? Of course they will if someone is injured or killed. It is not reasonable, years after all conditions were duly negotiated and agreed upon, and the design of the homes approved, and the written assurances that it would be PRIVATE, to impose this huge new liability on private property owners. Other private property owners, including those on the large lots on prominent neighborhoods with sizeable buffer zones between their homes and the road, have the unfettered ability to keep trespassers off their property thereby limiting liability. We have had and should continue to have the same right.

C. Quiet enjoyment of private property: A fundamental tenet of private property is the right to enjoy the property with unnecessary noise. The area must be kept private as the approved design of the units is such that people can stand directly underneath our balconies and under our living rooms. If unfettered public access is permitted, this can and will continue to happen at all hours of the day and night. Unlike some neighbors on other neighboring properties, we have no offsets or buffer on our property. The large lots do not have this concern given the distance from the public road. There is no ability to cure this issue for the existing good faith purchasers in the Pine Glades development.

D. Issues of failure to curb pets: There is a known history and well documented pet abuses that occur. Of course, most pet owners are conscientious about managing their pets, but the ones that are not have made an impact on the residents of Pine Glades.

4. Alleged Developer Transgressions: A number of the commenters outside of our community seemed to focus on alleged transgressions (e.g., topping of some trees, unauthorized landscaping, etc.) by the current owner of the development. We are, however, homeowners in the development, and are good faith purchasers of our homes. We are not the developer nor do we share in his potential rewards or financial exposure. If the developer has taken inappropriate actions, the City

has remedies which they can impose upon him WITHOUT unnecessarily penalizing good faith purchasers who wish to live in harmony under the terms and condition in effect when they purchased their homes.

5. Alleged "Elitism": In addition, a number of the external public comments appear to irrationally and inappropriately accuse the residents of the Pine Glades development of elitism. We are of course offended. We can only surmise that such offensive accusations are made based on frustrations largely born from the fundamental weakness of opponents position (total lack of documentation, good faith homeowner purchaser property rights, etc.) to achieve access to our property.

6. Alleged Recriminations of "un-Jackson like" behavior by Pine Glades residents: There is a huge irony in one of the commenters largely chastising the owners in Pine Glades for effectively not giving to others that which we have paid for (i.e., access to our private property). She does this while simultaneously chastising the Pine Glades home owners for not embodying the "spirit of Jackson." We are again offended by such recriminations when we only seek that which other private property owners have in Jackson (i.e., the ability to enjoy their private property). This person demanded that the zoning and planning commission to (paraphrasing) "just use the leverage that the City has and deny everything (without regard to ANY merit on the other two conditions) and make them give us what we want. Don't be a foolish City, just demand it!" So, this is the type of behavior she would have the City of Jackson adopt and be known for? To have no regard for the written, long established public record of negotiations, written reports, permits granted? No regard for good faith purchasers when you have "leverage" and can change the terms of the long standing public record? No regard for the property rights of bona fide good faith purchasers? The great irony of course is that this is NOT what Jackson stands for nor should it ever stand for.

7. Eminent Domain: The City and County of course enjoy the option of appropriating land under eminent domain for appropriate public uses consistent with the Wyoming Constitution and implementing laws and regulations. This of course is an entirely different proceeding than the present one and involves appropriate compensation for such taking of private property. While we see no such need given the developers proposed trail system and access it will provide, we the homeowners in the Pine Glades development will be obligated to have such discussions with the City under the rules and regulations that govern such

matters. We strongly believe however that it should not come to this given the detailed written record and the reasonable trail proposal in the application of the developer.

Thank you for the ongoing efforts and for our ability to respectfully submit our views. We are happy to provide such additional comments as the planning and zoning commission may request.

Respectfully,

Pine Glades Undersigned Homeowners:

Alex Good & Darrylynn Kaun	260 Pine Glades Dr., Jackson, WY
James & Lucy Wong	242 Pine Glades Dr., Jackson, WY
Charles & Tory Nagle	160 Pine Glades Dr., Jackson, WY
Linda Damiano	164 Pine Glades Dr., Jackson, WY
Tony Hartl	262 Pine Glades Dr., Jackson, WY
Susan Oremus	224 Pine Glades Dr., Jackson, WY
Bryan Shannon Mills	220 Pine Glades Dr., Jackson, WY
Doug & Paige Lee Schrier	240 Pine Glades Dr., Jackson, WY
Bill & Stephanie Binch	244 Pine Glades Dr., Jackson, WY
Jeff Hussey	220 Pine Glades Dr., Jackson, WY

Tyler Valentine

From: Jennifer Bragg <jennybragg82@gmail.com>
Sent: Sunday, June 14, 2020 11:45 PM
To: Dave Meyers; Jonathan Bragg; Tyler Valentine; Tyler Valentine; rajat1212@hotmail.com
Subject: Pine glades trail easement

Hi Tyler,
Last week I met with Dave Meyer, the property manger for the Pine Glades development.
A compromise to the trail placement was proposed.
Essentially, the trail would still run along the retaining wall just below Jessica Lane. It would then come up the stairs by the utility tunnel where Jessica lane and Pine Glades Dr meet, run down the road with out crossing the street and along the parking lot, and then connecting to the trail connector to the left of the tunnel.
I am unsure of any of the other details. As this portion of the trail has been our main concern, we are in agreement that this compromise is sufficient based on two conditions:
1. The bushes that will be removed along Pine Glades dr. Will simply be replanted as a sort of privacy screen to our back yard. Although it is farther from our house we would hope this would act as deterrent to anyone allowing their dogs to roam freely into our back yard while utilizing this trail.
2. There will be a mandatory leash requirement and signage stating as such.

The point has been made that it seems silly not to allow people to simply use the sidewalk through this portion of the development and negates the safety argument that has been made by so many homeowners within Pine Glades as to why they have not been in support of the neighborhood allowing public access, as they will be walking down the roadway. In my opinion it's really no different than what's already happening and has been for the 10 plus years we've lived here and maybe it would even encourage people to respect our posted speed limit and slow down a bit.
However, if this puts the issue to rest and allows everyone to move forward in a neighborly fashion, puts the town council and planning departments time to better use, this proposal, with the above conditions has our support.
Thank you so much for your time and care with this matter.
We greatly appreciate you during these difficult times.
Sincerely,
Jennifer and Jonathan Bragg
45 Pine Glades, A
Rajat Bhayani
45 Pine Glades, B
--
Jenny Bragg

Jackson Parlour
307.201.6959
Jhparlour.com
Jennybartistry.com

Tyler Valentine

From: flan_cs <flan_cs@yahoo.com>
Sent: Monday, June 15, 2020 8:25 AM
To: Town Council
Cc: Emily Flanagan
Subject: Pine Glades

Dear Mayor Muldoon and Members of the Town Council,

As homeowners living on Pine Drive near the proposed Pine Glades development during its initial planning process, we provided written comment and support for the Pine Glades development with the understanding that pedestrian access (via the location of old trails accessed from the dead end of upper Pine Drive that predated the development) across to Snow King would be accessible with right to pass after construction was completed. We would not have supported the development otherwise.

It is important that you honor all interested parties' original intent on this matter.

Chris and Emily Flanagan

Tyler Valentine

From: Charles Nagle <charles@charlesnagle.com>
Sent: Wednesday, June 17, 2020 8:15 PM
To: Tyler Valentine
Cc: James Wong; John Tozzi
Subject: Latest proposal re: easement at Pine Glades Drive

Tyler ,

I am writing at the request of my fellow board members to express my support of the easement proposal put forth by John Tozzi at Monday's council meeting. Of course that support requires the town to indemnify the HOA of any liability and purchase sufficient insurance to keep or HOA liability free if any outside member of the public at large should be injured while accessing Pine Glades Drive.

Thank you for all you hard work on this issue.

Sincerely,

Chip Nagle #160 Pine Glades Drive

Tyler Valentine

From: Linda Damiano <elledee1011@gmail.com>
Sent: Thursday, June 18, 2020 3:10 PM
To: Tyler Valentine; Paul Anthony
Subject: Pine Glades Trail Option 3-Response from Market Owner

Mr. Paul Anthony and Mr. Tyler Valentine,

I support in full the letter that Mr. James Wong sent to you which I copied below, barring the town is assuming liability on any trails that traverse Pine Glades property.

I sincerely hope that users of this proposed trail respect the boundaries of this path and stay within them. Given the disrespect in various ways shown to us in the past, unfortunately I am leery... but one should always have hope.

Thank you,

Linda Damiano

164 Pine Glades Dr.

Dear Paul and Tyler,

I want you to know that I tentatively support the Trail 3 option. I can only give you my full informed consent after I have reviewed and understand the details of the Town's proposal, especially the liability protections being offered to Pine Glades homeowners. Having gone through so many trail plan iterations and the time many people have invested in this effort, it is time for the Town Council to vote on an approval of the Pine Glades Trail Plan. I'm sure everyone would like to have this issue fully resolved by the next Town Council meeting. But, in order to do this without any further delays, we need to know ***in advance the details of what the Town Council is offering to us in return for our full support of Trail 3 option***. There is already a trail option approved by the Town Planning Department and Planning Commission that is ***"fully protective of pedestrians"***, yet not endorsed by the Town Council.

I would respectfully ask the Town for their plan details and indemnification provisions, assuming we fully endorse Trail 3 option. You should not expect us to provide a blanket approval of Trail 3 without understanding the details of what the Town is offering. Knowing the details in advance will ***give us an opportunity to negotiate and finalize*** the trail plan by the next Town Council meeting without further delays.

Respectfully,

Jim Wong

242 Pine Glades Drive

Jackson, WY 83001

jamesj242003@gmail.com

Cell:908-295-2759

Tyler Valentine

From: david lloyd <dglloyd2000@yahoo.com>
Sent: Thursday, June 18, 2020 4:41 PM
To: Tyler Valentine; Paul Anthony
Subject: Pine Glades

Mr. Anthony and Mr. Valentine:

As a member of the Pine Glades HOA Board of Directors, as well as a resident of the Pine Glades Development, I am writing this letter in support of the Trail Plan that was proposed at the June 15, 2020 Town Council meeting, including the revised Trail 3. As of this date, a majority of the HOA members have also expressed their support of this plan.

Please feel free to reach me with any questions.

Regards,

David Lloyd

222 Pine Glades Drive

Tyler Valentine

From: David W. Meyers <dmeyers@wyoming.com>
Sent: Thursday, June 18, 2020 5:31 PM
To: Paul Anthony; Tyler Valentine
Subject: Pine Glades trail plan

Paul, Tyler, As a member of the Pine Glades Homeowner Board, I approve of the recent trail plan for the Pine Glades community including the trail #3 pedestrian easement. If you have questions I can be reached at 307 690 9547. David W. Meyers, Board Member Pine Glades HOA.

Tyler Valentine

From: Susan Oremus <susoremus@yahoo.com>
Sent: Thursday, June 18, 2020 7:51 AM
To: Paul Anthony; Tyler Valentine
Subject: Pines Glades Trail System 3

Good morning,

I am *in favor* of the new/current proposed trail system 3 presented at the town meeting Monday evening for the Pines Glades development.
I would love to see this get approved so all can get on with the construction of trails and lives.

Best Regards,

Susan Oremus
224 Pine Glades Drive

Tyler Valentine

From: James Wong <jamesj242003@gmail.com>
Sent: Thursday, June 18, 2020 10:29 AM
To: Tyler Valentine; Paul Anthony
Cc: Sandy Birdyshaw
Subject: Pine Glades Drive Trail 3 Option

Dear Mr. Anthony, Mr. Valentine and Town Council Members,

I wanted to convey my position on the recent proposed Trail 3 on the east end of our Pine Glades development. Even if the Town Council offers a huge sum of money for a public easement, I am "strongly and adamantly opposed" to pedestrians (adults and children) having access onto Pine Glades Drive due solely to safety reasons. Once Jessica Lane is fully developed, the additional vehicular traffic will insure that both traffic lanes on that section of Pine Glades Drive will be used concurrently and it'll be entirely unsafe for vehicles traveling in both directions along with hikers taking up 5 feet of the road from this pedestrian easement. This risk will be further increased by the existence of snow banks on both sides of the road, making Pine Glades Drive even narrower during winter months. Trail 3 will be on a steepest portion of Pine Glades Drive, which is especially hazardous during winter while driving downhill.

During winter months, our Spruce Townhome owners continue to shovel their driveway snow onto Pine Glades Drive (although directed not to by the HOA) and forming irregular snow banks (obstacles) on the south side of Pine Glades Drive. I was in an auto accident this past winter driving down this steep portion of road, with no room to maneuver because of the snow banks and a vehicle exiting the tunnel at dawn without any lights on. Even at very slow speed, in order to avoid that vehicle, I crashed into the snow bank and the curb on the road finally stopped me. Any pedestrian at that time would certainly have been injured or killed.

Why are we sacrificing safety and human life for convenience and some privacy? Both the Town Planning Department and Planning Commission have already approved a trail route that is truly safe, where pedestrians would be hiking behind guardrails and road curbs on that portion of Pine Glades Drive where Trail 3 is being proposed.

Why are the Pine Glades homeowners being asked to support and accept Trail 3 (after so many proposed iterations having been made) when we don't even know what the Town is actually proposing to us.

If someone is injured or killed during poor road conditions, what protections will the Town be offering to protect any Pine Glades resident(s) or contractor(s) from criminal and/or civil lawsuits?

The only safe option for a hiking trail on that steep portion of Pine Glades Drive has already been approved by both Town Planning Teams. Why are some members of the Town Council so eager to risk human life by forcing us to select an unsafe trail option, when a safe option has already been fully reviewed and approved by both the Town Planning Department and Planning Commission? If the Town Council insists on placing human life at risk by adopting Trail 3 due privacy issues, then I respectfully suggest eliminating the north trail entirely from the Pine Glades trail plans.

Regards,
Lucy A. Chan-Wong
242 Pine Glades Drive
Jackson, WY 83001

--
Jim Wong
jamesj242003@gmail.com
Cell:908-295-2759

Tyler Valentine

From: janine Lloyd <j9mlloyd@yahoo.com>
Sent: Friday, June 19, 2020 8:29 AM
To: Tyler Valentine; Paul Anthony
Subject: Pine Glades Development

Mr. Anthony and Mr. Valentine:

As a resident of the Pine Glades Development, I am writing this letter in support of the Trail Plan that was proposed at the June 15, 2020 Town Council meeting, including the revised Trail 3. It seems the option that best addresses the many conerns brought up in this very lenghty process.

Please feel free to reach me with any questions.

Thanks

Janine Lloyd
222 Pine Glades Drive

From:	Bill Binch
To:	Tyler Valentine; Paul Anthony
Subject:	Pine Glades Trail 3 Plan
Date:	Friday, June 19, 2020 5:34:05 PM

Hi Tyler
It appears there is common ground being reached with this plan. I'm in favor of that compromise.

As a Pine Glades owner though, the outstanding item is the insurance aspect around the walkway on Pine Glades Dr. I'm unclear what that is to date, but assuming it will be satisfactorily handled, I want to put my support this plan.
Best,
Bill

244 Pine Glades Drive

Bill Binch
480 414 9925

Tyler Valentine

From: Jack Koehler <jack@friendsofpathways.org>
Sent: Tuesday, June 23, 2020 2:09 PM
To: Town Council
Cc: Katherine Dowson
Subject: Pine Glades Trail Plan

Date 6/23/2020

Dear Mayor and Town Councillors.

On behalf of Friends of Pathways, we are writing to comment on the proposed Pine Glades Trail Plan. **The public record makes it clear that the Pine Glades PUD approval included a requirement for continued non-motorized access from the end of Pine and Wister Drives to Snow King and the Greater Snow King Trail system.** As such, the PUD included a network of planned, multi-use trails that utilized Pine Glades Drive to access the Greater Snow King trail network. **Non-motorized uses included walking, biking, and skiing.** The trail plan currently proposed by the new owner of Pine Glades will not provide for these uses.

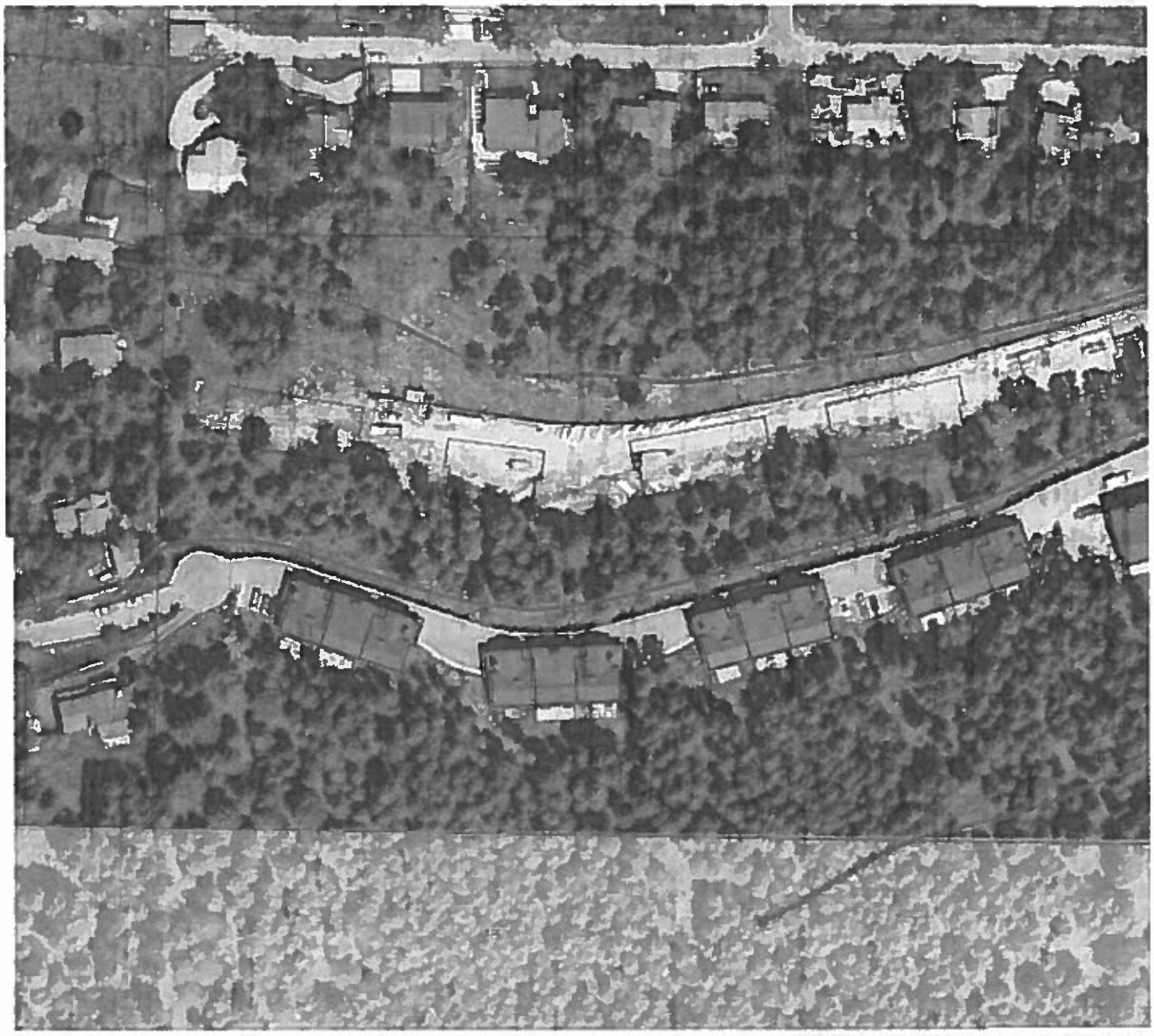
The Developer's proposed trail from Pine Drive to Snow King will only accommodate walkers during the summer months. It will not provide a suitable path for biking or skiing. This proposed trail alignment requires steep grades and the use of steps, which is inappropriate for a multi-use year-round trail.

Friends of Pathways supports a revised trail plan containing multi-use trails that allow for hiking and biking in the summer and skiing in the winter. New trails would parallel the two private roads, Pine Glades Drive and Jessica Lane, before merging and utilizing a short stretch of the Pine Glades Road to reach the Shade Monkey Connector trail on the west flank of Snow King Mountain.

This new trail plan would meet the requirements and expectations of the Town Council and the public when the subdivision was first approved many years ago. **New multi-use trails would provide neighboring public access while respecting privacy issues raised by some Pine Glades residents.** If needed, vegetation could screen the upper trail from the proposed units on Jessica Lane.

Please avoid the mistakes of the past. Before issuing any other Pine Glades permits, require that trails be in place, a trail maintenance plan is formally agreed to, and all public easements are recorded.

Thank you for your consideration.



Jack Koehler
Program Director
Friends of Pathways

--



Tyler Valentine

From: Sandy Birdyshaw
Sent: Tuesday, June 30, 2020 11:49 AM
To: Jim Stanford; Town Council
Cc: Tyler Valentine; Tiffany Stolte
Subject: RE: Pine Glades - Online Form Submittal: Email Town Clerk's Office
Attachments: PGmap.docx

Attached is the map Angus sent.
Thank you,
Sandy Birdyshaw
733-3932 x1113

Please complete the 2020 Census
Everyone Counts!
www.My2020census.gov



From: Jim Stanford <jstanford@jacksonwy.gov>
Sent: Tuesday, June 30, 2020 11:42 AM
To: Sandy Birdyshaw <sbirdyshaw@jacksonwy.gov>
Subject: RE: Pine Glades - Online Form Submittal: Email Town Clerk's Office

Hi, Sandy.
Can you please send the attachment?
Thanks,
Jim

Jim Stanford
Jackson Town Councilman

From: Sandy Birdyshaw
Sent: Tuesday, June 30, 2020 9:35 AM
To: Town Council
Cc: Tyler Valentine; Tiffany Stolte
Subject: Pine Glades - Online Form Submittal: Email Town Clerk's Office

Dear Mr. Mayor and members of the Council,

Comment from Angus Thuermer on Pine Glades for your consideration -

Thank you,
Sandy Birdyshaw
733-3932 x1113



Please complete the 2020 Census
Everyone Counts!
www.My2020census.gov

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Tuesday, June 30, 2020 9:11 AM
To: Sandy Birdyshaw <sbirdyshaw@jacksonwy.gov>
Subject: Online Form Submittal: Email Town Clerk's Office

If you are having problems viewing this HTML email, click to view a Text version.

Email Town Clerk's Office

Email Content:*	Dear members of the Jackson Town Council. For many years I have been using the constructed trail/path between the east end of Spruce Drive and public land on Snow King Mountain. This path was part of the development plan when the Town of Jackson approved the Pine Glades project. The route can be seen in this plan that has already been sent to you by Tim Young who worked on the pathway agreements with the developer. I personally met with Dave Taylor who told me he was most concerned about teenagers parking in the subdivision and would open the streets to non-motorized traffic. That's in addition to the Spruce-Snow King connection. There's no reason this trail should be abandoned. It creates no impact to subdivision residents — they cannot even see people using the connection — and has been used regularly for decades by neighborhood residents. Please see the attached map for the connecting trail, marked with a "6" that the legend indicates is the "trail to Spruce Drive." Thank you for your public service.
Your Name:*	ANGUS THUERMER
Your Company Name:	
Your Phone Number:	3076905586
Your Email Address:*	ANGUS@WYOMING.COM
Your City:	JACKSON
Your State:	WY
Your Zip Code:	83001
Attach a Document or File (optional):	Pine Glades.jpg

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
http://www.jacksonwy.gov/Admin/FormHistory.aspx?SID=2040

The following form was submitted via your website: Email Town Clerk's Office

Email Content:: Dear members of the Jackson Town Council.

For many years I have been using the constructed trail/path between the east end of Spruce Drive and public land on Snow King Mountain.

This path was part of the development plan when the Town of Jackson approved the Pine Glades project.

The route can be seen in this plan that has already been sent to you by Tim Young who worked on the pathway agreements with the developer.

I personally met with Dave Taylor who told me he was most concerned about teenagers parking in the subdivision and would open the streets to non-motorized traffic.

That's in addition to the Spruce-Snow King connection.

There's no reason this trail should be abandoned. It creates no impact to subdivision residents — they cannot even see people using the connection — and has been used regularly for decades by neighborhood residents.

Please see the attached map for the connecting trail, marked with a "6" that the legend indicates is the "trail to Spruce Drive."

Thank you for your public service.

Your Name:: ANGUS THUERMER

Your Company Name::

Your Phone Number:: 3076905586

Your Email Address:: ANGUS@WYOMING.COM

Your City:: JACKSON

Your State:: WY

Your Zip Code:: 83001

Attach a Document or File (optional):: Pine Glades.jpg

Additional Information:
Form submitted on: 6/30/2020 9:11:12 AM
Submitted from IP Address: 184.167.14.97
Referrer Page: https://www.jacksonwy.gov/256/Mayor-Town-Council
Form Address: http://www.jacksonwy.gov/Forms.aspx?FID=82

Tyler Valentine

From: Paul Anthony
Sent: Thursday, July 02, 2020 11:19 AM
To: Tyler Valentine
Subject: FW: Items # P19-262; P20-069; P20-070 Applicant Pine Canyon, LLC

From: Erika M Nash <enash@lrw-law.com>
Sent: Thursday, July 2, 2020 11:11 AM
To: Town Council <electedofficials@jacksonwy.gov>
Cc: Paul Anthony <panthony@jacksonwy.gov>; Lea Colasuonno <lcolasuonno@jacksonwy.gov>; Bill Collins <collinsplanning@bresnan.net>; John Tozzi <j.tozzi@yahoo.com>
Subject: Items # P19-262; P20-069; P20-070 Applicant Pine Canyon, LLC

Dear Town Council Members,

As you are aware, the three items listed in the subject line are scheduled to be heard by you on Monday July 6, 2020. Having sat for over 4 hours at the last Town Council meeting, we recognize that the Town Council's agenda is very full, and that time during these meetings is at a premium. Out of an abundance of caution and in order to avoid another Council requested continuance, we are reaching out to all of you in advance of this next Town Council meeting to inquire if any one of you have any more questions or concerns that we can respond to prior to the meeting, because, as you are aware, public comment has closed along with the applicant's opportunity to make any further presentations.

- Last Friday I spoke briefly with your counsel, Lea Colasuonno to see if she was aware of any additional questions from Council that we could address, and so far, she was not aware of any; she also had no objections to me emailing you all to ask just to be sure.

- I am aware that Paul Anthony and John Tozzi have also spoken again as recently as Tuesday, regarding the trail plan as it stands proposed before you now, and I believe that there are not any open-end questions remaining to be addressed as a result of that discussion.

- I am aware that Bill Collins has spoken with Arne Jorgensen recently in an effort to address any lingering questions or concerns, as Councilman Jorgensen has requested two of the continuances, and I am unware of any outstanding items as a result of that conversation.

- I have also been informed that the owners of the affordable condo units who originally were not in agreement with the originally proposed trail plan have also indicated to Staff that they have no objections to the current revised Trial #3.

- I am also aware that by email dated June 18, 2020, David Lloyd, on behalf of the HOA for Pine Glades, emailed to Tyler Valentine and Paul Anthony approval on behalf of the HOA for the revised Trail #3, which revision was presented to you at the most recent Town Council meeting on June 15, 2020.

- As you are aware, the Planning Commission voted 6-0 in favor of these three items.

- As you are aware, the Planning Staff is recommending approval of these three items, and has provided thus far three staff reports dated April 2, April 16, and June 15, 2020, each report approximately 200 pages long and each in support of these three items being approved.

- We feel strongly that the documentation regarding the development of this matter evidences that this Applicant has worked closely with Staff, the Planning Commission and more recently with yourself, Town Council, to address concerns or questions as they have come up, and as a result of the same, the applicant has made some minor modifications and amendments to the original trail plan, as evidenced by what is before you for the July 6, 2020 meeting.

- Such documentation, work and time supports this Town Council ideally voting in approval of these items, and plainly rebuffs unsupported arguments from others regarding the history of this development an these trails. At various times, Staff has responded to some of the factual misstatements and incorrect assertions being parroted over and over by third parties, most recently in emails dated April 24, 2020, from Tyler Valentine to certain neighboring members of the public.

- Items P19-262, exterior materials modifications and P20-069, abandonment by the HOA/Developer of the non-functioning in-road heating element and future one slated for Jessica Lane, are two items that are unrelated entirely to the trail item; there have been few to no questions on these items from Planning Council or Town Council.

Thus, please let us or your staff or counsel know if you have any questions or concerns that we can address before the July 6, 2020 meeting, which is technically the 7th meeting before the Town Council on these items. If for example a question necessitates the Applicant and Staff first conferring before responding, it again would be helpful to us all to be prepared so that these items are not taking up too much of the time Monday night, as we presume that once again you will face a very busy agenda.

Per usual, we also plan to attend the Monday meeting either in person or by video, and remain available for questions at that time as well.

Best regards,

ERIKA M. NASH
PARTNER

LONG REIMER WINEGAR

JACKSON OFFICE:
US MAIL: P.O. Box 3070, Jackson, WY 83001
COURIER: 270 W. Pearl, Suite 103, Jackson, WY 83001
Telephone: 307.734.1908
FAX: 307.733-3752

CHEYENNE OFFICE:
US MAIL: P. O. Box 87, Cheyenne, WY 82003
COURIER: 2120 Carey Avenue, Suite 300, Cheyenne, WY 82001
TELEPHONE: 307.635.0710
FAX: 307.635.0413

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Please be advised that we are currently taking extra precautions to ensure the health and safety of the LRW team, our clients and communities. Several of our offices are working remotely, however we continue to support clients without disruption. While we generally are not currently scheduling in person meetings, LRW offers alternate ways to conduct business such as telephone calls and video conferences. Our staff is available by phone and email, Monday through Friday, during regular business hours. Please do not hesitate to contact our offices for assistance or additional information.

PLANNING & BUILDING DEPARTMENT

June 1, 2020

John Tozzi
PO Box 4741
Jackson, WY 83001

RE: TREE TOPPING MITIGATION

Dear Mr. Tozzi:

The purpose of this letter is to serve as a formal response to your Mitigation Agreement letter dated May 4, 2020. The following list shall serve as the terms of the agreement for mitigating the trees that were topped:

1. Staff observed that 15 trees total were topped in two locations thus the 2:1 replacement plan shall include 30 new Blue Spruce trees no less than 12 feet tall and no taller than 15 feet tall.
2. Irrigation shall be installed for all new trees.
3. Measured from the trunk, each new tree shall be spaced a minimum of 8 feet from another tree.
4. The installation shall be accomplished with the least amount of ground disturbance possible while preserving existing trees.
5. The location of new trees shall be according to the attached exhibits.
6. The cost estimate provided was for twenty (20), 15-foot tall Spruce trees. Since 30 trees are required, staff estimates that the digging holes cost will increase from $7,000.00 to $10,500.00 and the Spruce tree cost will increase from $10,282.00 to $15,420.00. The total bond amount shall be 125% of $32,130.00 totaling **$40,162.50**. The Town will accept a cashier's check, surety bond or letter of credit. The bond shall be submitted to the Town Planning Department by no later than June 15, 2020. Within 20 days after the Town has satisfactorily inspected the work, the bond shall be released.
7. No topped trees shall be removed from the site.
8. All trees shall be installed and inspected by no later than September 1, 2020. Failure to meet this requirement will result in further enforcement action which may lead to administrative fines up to $750 per day per violation.

If you have any questions regarding this matter, please feel free to call me at (307) 733-0440, extension 1305 or email at tvalentine@jacksonwy.gov. Thank you in advance for your prompt response in this matter.

Sincerely,

Tyler Valentine
Senior Planner














Jessica Ln
Pine Glades Dr
Area #1 - 6 trees
Area #2 - 5 trees
Area #3 - 6 trees
Area #4 - 8 trees


Area #5 - 2 trees
Area #6 - 3 trees
Pine Glades Dr
220
222
224
240
242
244

MITIGATION AGREEMENT
PINE GLADES PUD
May 4, 2020

WHEREAS, Pine Glades PUD is an approved planned unit development in the Town of Jackson and Phase 1 of this PUD is complete except for the final approval and the issuance of a certificate of occupancy for the last duplex structure located at 140 and 142 Pine Glades Drive.

WHEREAS, the Pine Glades PUD also contains an undeveloped Phase 2 containing 13 additional market-rate townhouse dwelling units.

WHEREAS, Pine Canyon LLC is the owner and developer of the remaining unbuilt development rights in the Pine Glades PUD, including the above mentioned duplex in Phase 1 and the 13 unbuilt Phase 2 townhouse dwelling units.

WHEREAS, Pine Canyon LLC desires to assure the Town of Jackson Planning Director that certain mitigation actions will be accomplished within a certain timeframe.

NOW THEREFORE, the following mitigation actions and timeframes are agreed to by Pine Canyon LLC hereto as follows:

Tree Mitigation

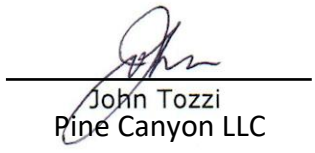
1. Pine Canyon LLC will plant a minimum of twenty (20) mature spruce trees, at least 15 feet tall, as tree mitigation for certain long overdue trimming that occurred in front of the above described Phase 1 townhouses.
2. The attached photographs show the poor health of the trimmed trees.
3. The newly planted spruce trees will be strategically located behind, in front of, or in the immediate vicinity of the specific recently cut and trimmed trees, for the purpose of restoring and improving visual screening in and around the duplex.
4. The newly planted trees will be located within the circled areas shown on the attached plan.
5. The installation of the mitigation trees will be accomplished with the least amount of ground disturbance possible while preserving existing trees.
6. The 20 new trees will be planted no later than June 30, 2020, weather permitting.
7. The attached price list from Meyers/Odette & Associates, dated April 24, 2020, defines the cost of the trees and labor for installation to be $21,032.
8. Upon the execution of this Agreement, if requested to do so, Pine Canyon LLC will post a financial surety in a form acceptable to the Director in an amount of 125% of this cost.
9. Within 20 days after the 20 new trees are planted, and upon the request of Pine Canyon LLC, the Director shall cause to be returned to Pine Canyon LLC the entire surety in the amount of 125% of the cost of 20 new trees.

10. If Pine Canyon fails to plant 20 new spruce trees by September 30, 2020, the Director may cause any unplanted number of trees to be planted; thereafter returning any unused portion of the surety bond to Pine Canyon.

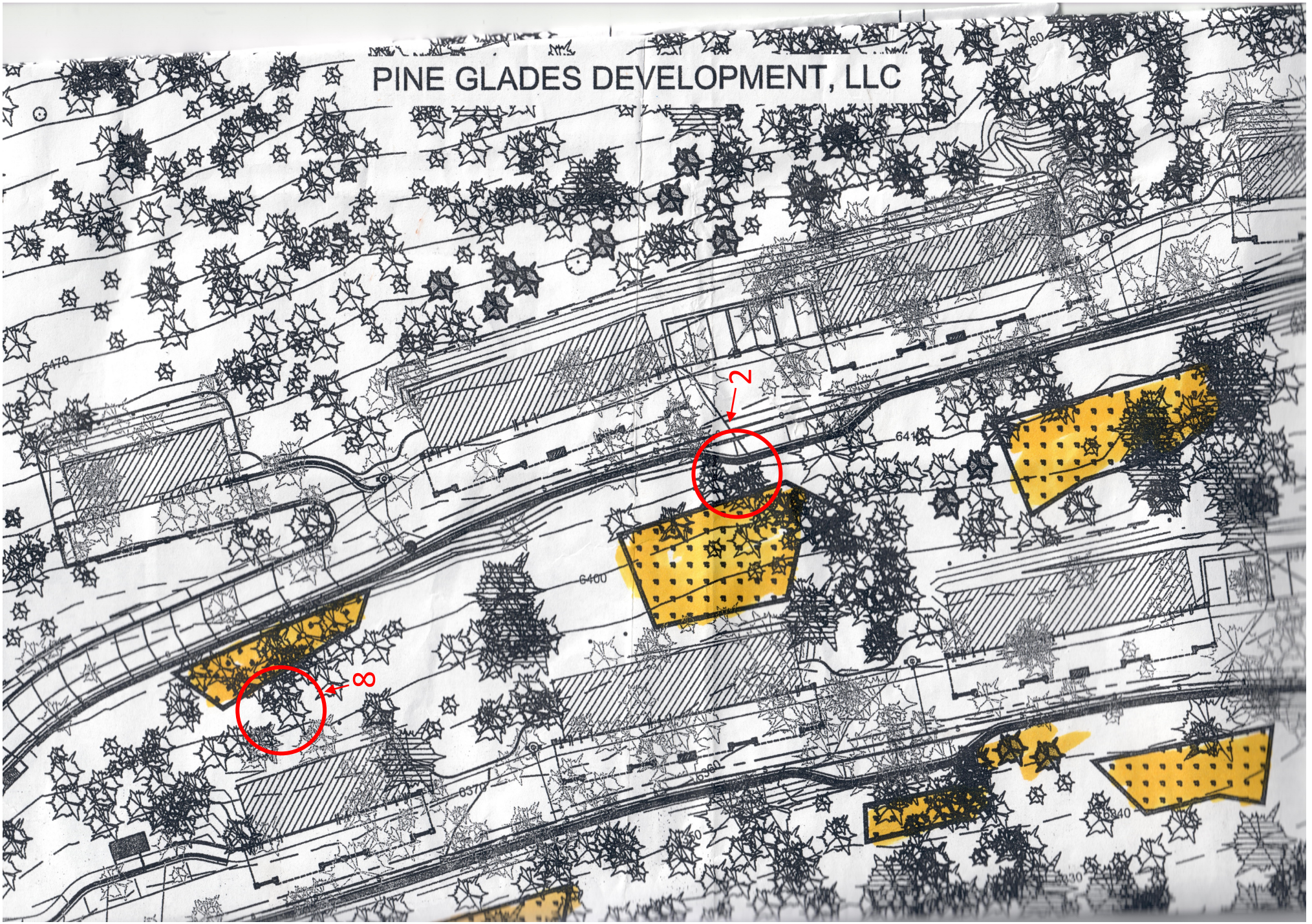
Fire Hydrant Color

11. Initially, Pine Canyon LLC was informed by a Town official that fire hydrants in the subdivision on private drives could be any color, resulting in the hydrants being painted green. However, more recently, Town officials have requested that the hydrants be changed to red.
12. Pine Canyon repainted fire hydrants red in compliance with the revised instructions from the town, at the cost of $2,460.

These above stated actions pertaining the tree mitigation are agreed to by Pine Canyon LLC.



John Tozzi
Pine Canyon LLC


PINE GLADES DEVELOPMENT, LLC
2
8
6470
6400
6370
6360
6340
6330

Meyers/Odette and Associates, Inc.

PO Box 267 Moose,

Wyoming 83012

cell - 307.690.9547

Date	**April 24th, 2020.**
Billed to Company Name:	**Pine Canyon LLC - John Tozzi PO Box 4741 Jackson Wyoming 83001-4741**
Address	**Pine Glades Drive**
City, State Zip Code:	**Jackson Wyoming 83001**

Description	Quantity	Unit Price	Cost
Digging the holes for Spruce trees.	20	$350.00	$7,000.00
20 - 15' tall Spruce Trees from Planet Spruce. Price Includes Sales Tax and Delivery.	20	$514.10	$10,282.00
Drip Irrigation and connection to existing system.	1	$2,500.00	$2,500.00
2 Days Boomlift Rental and Delivery.	1	$1,250.00	$1,250.00
Sub Total		**$21,032.00**	
Paint 5 Fire Hydrants (Fire Hydrant Red per Public Works Department). Includes paint and labor.	5	$492.00	$2,460.00
Sub Total		**$2,460.00**	
Weather permitting fire hydrant painting will be completed by May 3rd, 2020 and tree planting by June 30th, 2020.			
Thank You For Your Business!		***Total***	***$23,492.00***





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JACKSON, WY 83001
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LONG REIMER WINEGAR
LONG | REIMER | WINEGAR | BEPPLER LLP

ERIKA M. NASH
PARTNER

ADMITTED IN WY
enash@lrw-law.com

WITH ATTORNEYS ADMITTED IN
WY CO UT CA ID MT NE ND AZ & WA

June 11, 2020

Town of Jackson
Planning & Building Department
Attn: Paul Anthony, Planning Director
P.O. Box 1687
Jackson, WY 83001

Via Email: panthony@jacksonwy.gov

Town of Jackson
Lea M. Colasuonno,
Town Attorney
P.O. Box 1687
Jackson, WY 83001

Via Email: lcolasuonno@jacksonwy.gov

Re: Pine Canyon LLC; P19-262; P20-069 & P20-070

Dear Mr. Anthony and Ms. Colasuonno and Town Council Members,

As you are aware, my office, along with Bill Collins of Collins Planning Associates, Todd Cedarholm of On Sight Land Surveyors Inc., and Dave Myers of Mountain Home Building, are working with Pine Canyon, LLC, the current owner of portions of Pine Glades Planned Unit Development, to complete this development in a timely manner. Specifically, approximately three years ago, Pine Canyon, LLC, purchased the remaining development rights from Jeff Hussey, the original developer, such rights comprising the last two unit duplex in Phase 1 and the entire Phase 2 of the development (often referred to herein as "Pine Glades").

Presently before the Town Council there are three amendment requests to the final Approved Final Development Plan for the Pine Glades Planned Unit Development ("PUD") which are as follows:

- P19-262: modify the exterior materials on the existing duplex at 140 & 142 Pine Glades Drive from a wood / stone combination to primarily stone;
- P20-069: abandon the existing in-road heating element in Phase 1 (Pine Glades Drive) and in the future Phase 2 (Jessica Lane); and
- P20-070: approve a trail plan that would allow additional public access through the subdivision on trails only, and if appropriate, would include newly recorded access easements.

Originally, these were three separate application items from the Applicant, Pine Canyon, LLC. Early on, the Planning Staff and Director decided that it would prefer to have all three items together, and combined the three items, with suggested motions for the Planning Council and later with suggested motions for the Town

Council, treating the three amendment items as one. Then, after the April 6, 2020 Town Council meeting, the Planning Staff and Director decided to again treat the three items as individual amendment requests.

At the April 6, 2020 meeting, the Town Council halted the vote on the three PUD amendment items enumerated previously, and unexpectedly instructed Staff and its legal counsel to inquire about obtaining an appraisal as a basis for making an offer to purchase a pedestrian non-motorized easement from not only the Applicant, but also from non-applicant homeowners and the non-profit homeowner's association (HOA) of Pine Canyon. The Town Council continued these three items from its May 4, 2020 regularly scheduled meeting in order to have time to receive an appraisal and/or enter into negotiations for the pedestrian easement. These items were again continued by the Town Council at the May 4, 2020 meeting, and again at the May 18, 2020 meeting, and yet again at the June 1, 2020, and are now scheduled to be heard at the next regularly scheduled meeting, on June 15, 2020. As of the date of this letter, no appraisal has been provided to the Applicant or the HOA, although we have been told that one is expected soon. Thus, even if the appraisal is delivered to all parties before the regularly scheduled meeting on June 15, 2020, it is unlikely there will be enough time for the Town to digest the appraisal information and decide if it remains interested in pursuing negotiations to purchase a non-motorized access easement on the paved road in the subdivision. <u>While the Town pursues the possibility of purchasing a pedestrian easement from the Applicant, the HOA and the homeowners in Pine Canyon subdivision, the Applicant asks that at a minimum, at the June 15, 2020 meeting, the Town Council proceed on the other two items, Item P19-262 (stone siding) and P20-070 (abandon heating element in tunnel and Phase 2), as these two items are wholly unrelated to the trail amendment item.</u>

At the April 6, 2020 Meeting, the Town Council raised concerns about trees that had been trimmed in the subdivision. The Applicant heard these concerns, and after discussion and onsite visits with Staff, executed a Mitigation Agreement dated May 4, 2020, agreeing to mediate the trimmed trees within a certain timeframe. As of the date of this letter, all mitigation trees have been planted and the accompanying irrigation system installed. Town staff has inspected and approved the work. Thus, at the April 6, 2020 meeting this was the only compliance issue raised by Town Council and the Applicant quickly undertook appropriate actions to address this concern.

<u>P20-070: Roadway Heating Element(s)</u>

The original developer voluntarily proposed two heating elements in the private roads that were never required by the Town of Jackson. One heating element was installed in the existing Pine Glades Drive as part of Phase 1 and a second element was proposed for the future Jessica Lane in Phase 2. The Applicant voluntarily disclosed to the Town that the existing heating element is no longer working (which had been the case prior to Pine Canyon purchasing the development rights), and that the HOA is satisfied paying for plowing and sanding as winter maintenance for the past few winters. As a result, the road has been safe and well maintained for a fraction of the energy consumption in the early years (Snow King Resort's snow making activated the heating element on a frequent and unnecessary schedule). This amendment is before the Town Council because the HOA wants to avoid repairing the existing heating element that was never required, and the Applicant wants to avoid installing the second heating element in the Phase 2 road as it is now evident that such heating elements are unnecessary. Phase 2 has limited grade changes, so no need for heating of the roadway as sanding and snowplowing are also effective here. There are no rules, regulations or any other requirement that calls for the road heating elements. The planning staff correctly describes the heating elements as voluntary amenities.

The Town has an extensive history of reducing energy consumption and promoting energy conservation. Road heating elements are a direct conflict with these recent and on-going efforts. Furthermore, neighboring town streets are plowed and sanded during winter with no significant difficulties, and these roads are at the same elevation and sun exposure as the private roads in Pine Glades. In short, the Jackson Planning and Building Department has no objection to amending the PUD to permanently abandon in place the malfunctioning road heating element in Pine Glades Drive, and to delete from the PUD the second road heating element planned for the Phase 2 road, as evidenced by its findings in its staff reports. With very little discussion expended by the Planning Commission on this item at the three meetings held on these items, it voted unanimously 6-0 in favor of abandoning the heating elements (1 built, and 1 yet to be built). We kindly ask that at the June 15, 2020 regularly scheduled meeting the Town Council consider the application to abandon the heating element based on the foregoing, and also based on the application itself, along with the Planning Council approval of 6-0, and two TOJ Planning Staff Reports, dated April 2, 2020 and April 16, 2020, also recommending approval, collectively comprised of over 400 pages of documents. The ongoing delay of this item is causing the Applicant significant financial harm, including consulting and legal fees; this item is not linked to or impacted by the trail amendment item, and therefore should be reviewed and ideally approved at the next regularly scheduled Town Council meeting.

P19-262: Exterior Siding on Existing Duplex 140 & 142 Pine Glades Drive.

An amendment to the PUD was approved in 2017 (P17-045) which included architectural changes to roof pitches and exterior materials for all three duplexes within Phase I and II. The Applicant seeks now to make very small changes only the side elevations on duplex at 140 & 142 Pine Glades Drive, as well as the stone chimney on the front (north) elevation would no longer continue to the ground, windows would be changed slightly, additional stone is proposed on the ground level columns, and the columns would be widened. In error, Pine Canyon LLC proceeded to change the exterior façade before obtaining approval for these minor changes to the last duplex in Phase 1, but it is here before the Council seeking such approval now. There is no change to the height or square footage of the final duplex. The predominant change increases the amount of stone siding, and thereby reduces the amount of wood on the exterior, increasing fire resistance and lowering maintenance costs for a wood exterior. The Jackson Planning and Building Department has expressed no objections or concerns with amending the PUD further to permit the existing cosmetic changes to the exterior façade of the duplex at 140 and 142 Pine Glades Drive, as evidenced by the staff reports. There are no rules, regulations, design guidelines or any other restriction that limit the type of exterior materials on Pine Glades buildings, including the duplex at 140 and 142 Pine Glades Drive.

Again, with very little discussion expended by the Planning Commission on this item at the three meetings held on these three amendment items, the Planning Commission voted unanimously 6-0 in favor of approving the cosmetic amendment to the PUD. We kindly ask that at the June 15, 2020 regularly scheduled meeting the Town Council consider the application to approve the change to the siding and other minor cosmetic items based on the foregoing, and also based on the application itself, along with the Planning Council approval of 6-0, and two TOJ Planning Staff Reports, dated April 2, 2020 and April 16, 2020, also recommending approval, collectively comprised of over 400 pages of documents. The continued delay of this item is causing the Applicant significant financial harm, as the Applicant has already lost potential buyers for the duplex units, along with the inability to convert the construction loan to a regular conforming loan with a much lower interest rate, plus consulting, legal and construction fees to keep availability with the general contractor. Because this item is not linked to or impacted by the trail amendment item, it should be reviewed and ideally approved at the next regularly scheduled

Town Council meeting.

P20-070: Approve Trail Plan.

This is the item that has received the most interest from Staff, which is and remains in favor of approval, the Planning Commission, which voted 6-0 to approve, and from the Town Council, which has unilaterally decided to pause all three applications and pursue an appraisal valuing a non-motorized pedestrian access easement down a portion of the Pine Glades Drive paved roadway. Of course, any purchase of such a pedestrian easement would not be negotiated solely with the Applicant, but also with the HOA who owns the general common areas in Pine Glades Subdivision, including Pine Glades Drive and adjacent sidewalks. Further, individual homeowners own the limited common areas that are in front of each garage, under the second story cantilevered decks. Because there is so much information regarding this subdivision, here are but a few facts to consider:

- Three public streets dead end into Pine Glades and at the end of each street, a trail across private Pine Glades property allows access to both the USFS land and Snow King.
- Per the Zoning Compliance Verification Letter dated February 17, 2017, the ZCV expressly states, "The Staff is not aware of any outstanding easement requirements for the entire PUD at this time."
- The current trails proposed for the Town Council to choose from will provide an extraordinary amount of trails and public access for a 17 acre residential development, considering there are already many existing trials within walking distance that also access USFS, Snow King resort, and the Town of Jackson.

Pine Glades is a fully platted subdivision, and lots have been sold to 22 individual homeowners, 20 of whom are not a part of this application, plus the HOA. Many citizens of the Town of Jackson, including but not limited to this Applicant, have relied on twelve years of Town approvals, permits and actions regarding the development of Pine Glades, which documented history includes:

- Final development plan (FDP) approval with conditions;
- Subdivision plat approval;
- Subdivision plat notes signed by the Mayor and planning director;
- Subdivision improvement agreement followed by approvals of three amendments thereto;
- Recordation of eight easements including amendments thereto;
- Amendment to the plat;
- Amendment to the FDP;
- Building permits for 23 housing units;
- Certificates of occupancy for 21 housing units;
- Release of financial surety for Phase 1; and
- Zoning compliance verification (ZCV) that determined all required easements have been recorded and there are no unmet requirements for additional easements.

The Planning Staff reviewed every document in its file, and researched and discussed this application for longer than a year, listened to tapes of meetings, and continues to recommend to the Town Council approval of all three applications. The Planning Commission held three meetings and voted unanimously 6-0 to recommend approval of all three applications. Many homeowners inside the subdivision have written in favor of the Applicant's proposals, and conversely, are opposed to selling or granting an easement to the public down this

very narrow, nonconforming roadway for which they each pay dues to the HOA to maintain. The former original developer Jeff Hussey has written two letters in support of the three applications, and has explained that no additional easements were ever a condition of the FDP.

It is unfortunate that the Town Council is being pressed, indeed, threatened, by landowners outside of Pine Glades, arguing that they are "owed" the right as members of the public to walk up and down Pine Glades Drive to access Snow King and USFS land, and that if the Town Council does not force this issue, it may be sued by such folks. Staff has responded to some of the factual misstatements and incorrect assertions being parroted over and over, specifically in emails dated April 24, 2020, from Tyler Valentine to certain neighboring members of the public. From a review of the record, there is scant documentary evidence to support the contention that as a condition of the PUD, an easement must be granted from the Applicant to the public for access down Pine Glades Drive. Indeed, there mere fact that the Town Council is pursuing an appraisal for the possibility of purchasing a non-motorized easement is, in and of itself, further evidence of this fact.

The Applicant is not the "bad-guy" here, and I am perplexed why that seems to be the case in the eyes of the Town Council. If anything is the "bad-guy", it is simply (i) that this unique development was approved in the first place or (ii) how much time has passed from initial approval to the present day, and during that timeframe, individual properties have been sold to bona fide third party purchasers, including the Applicant who purchased the development rights to this subdivision. Instead, please consider the fact that this Applicant is working to correct many prior issues, for example, this Applicant brought to the attention of the Staff that an active avalanche zone had been approved for general common area, which issue correction has cost this Applicant significant funds to alter. The Applicant has listened to the public comments about the trails throughout this process, and has worked closely with Staff and others to make edits to the trail application over time, but what is before the Town Council is supported by Planning Council, Planning Staff and by a majority of other Pine Glades residents.

CONCLUSION:

This Applicant started this process nearly two years ago with the Planning Department. Much time has passed since these applications were submitted to the Town of Jackson, specifically, June 15, 2020 will be 103 days since the Planning Commission voted 6-0 in favor of these applications. As of the date of this letter, we do not have an appraisal valuing, nor a written proposal describing, the concept of purchasing a pedestrian easement down a part of Pine Glades Drive, which is clearly linked to item P20-070. The Developer is incurring great ongoing expenses as outlined herein. We understand that the Town has had to incur significant budget cuts in light of expected loss of revenue to due COVID-19 and ever increasing services and costs for providing them. Due to safety concerns, the HOA has expressed that it is not in favor of selling a public easement down its main road to the Town. It seems unlikely that the necessary parties to such a buy/sell transaction for an easement will reach an agreement any time soon. Time might be better spent by the parties reviewing and finalizing with Staff which proposed trails are most suitable and moving forward amicably to provide such for the public's use.

Thus, Pine Canyon now asks that at a minimum, the Town Council vote at its next regularly scheduled meeting on June 15, 2020, on Item **P19-262** (exterior materials modification) and **P20-069** (abandon in road heating elements) as these items are supported by Staff, supported by the Planning Commission, and are not related to the trail item. Because the Staff report provides for these items as separate amendments, with separate findings and motions, it should not be difficult to proceed on 2 of the 3 applications. As always, thank you for your time and for your consideration of these requests.

Very truly yours,

LONG REIMER WINEGAR BEPPLER LLP

BY: ERIKA M. NASH

Cc: Tyler Valentine, Senior Planner, (via email only: tvalentine@jacksonwy.gov)
William Collins, Principal, Collins Planning Associates (via email only: collinsplanning@bresnan.net)
Pine Canyon, LLC, Applicant (via email only: j.tozzi@yahoo.com)

PINE GLADES TRAIL OPTIONS

Trail 1: is an uphill path, whose construction was previously approved by the contiguous neighbor in return for a driveway easement onto Pine Glade Development's property. Trail 1 has direct access from Pine Drive and is also accessible from Wister Avenue, Spruce Drive, and the public. As with all four trails, Trail 1 leads into and adjoins with the National Forest, Snow King, and Town trails.

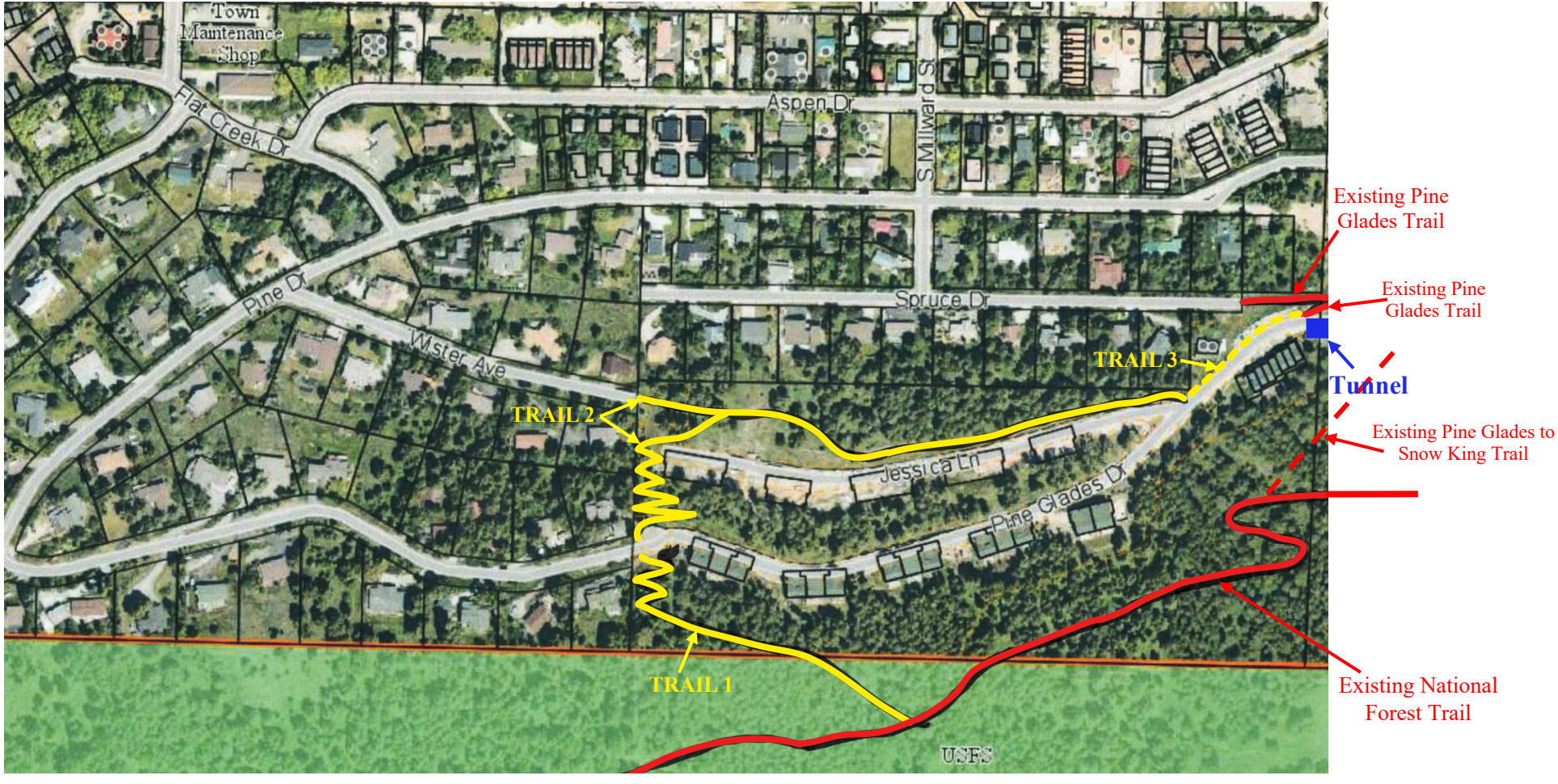
Trail 2: has direct access from Wister Avenue. It is also accessible via Pine Drive, Spruce Drive, and the public. As with all four trails, Trail 2 leads into and adjoins with the National Forest, Snow King, and Town trails.

Trail 3: is a 5-foot wide Pine Glades Drive pedestrian easement that connects Trail 2 to the current pedestrian path that is along the north side of the Pine Glades tunnel. Please note the distance of Trail 3 from the nearest structure (Spruce Condominiums) is17 feet at nearest point on the trail. The Wister Avenue trail (Trail 2) that Trail 3 joins with is accessible by Pine Drive, Wister Avenue, Spruce Drive and the public. As with all four trails, Trail 3 leads into and adjoins with the National Forest, Snow King, and Town trails.

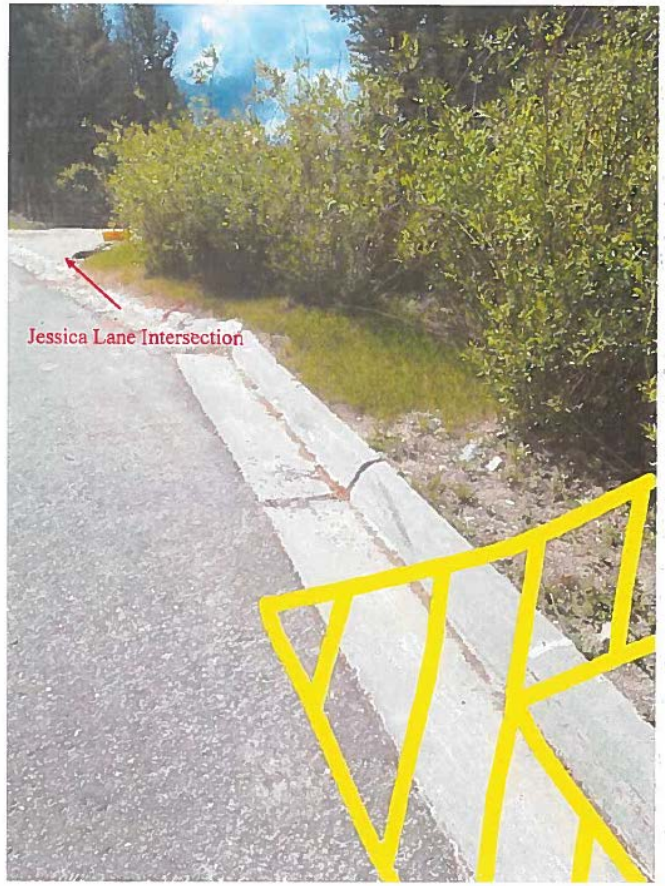
Trail 4: Please note that this is a completely flat trail from Spruce Drive, across Pine Glades Development, and onto Snow King and Town trails. Please note the distance of Trail 4 from the nearest structure (a Spruce Drive home) is 70 feet at nearest point on the trail. As with all four trails, Trail 4 leads into and adjoins with the National Forest, Snow King, and Town trails.

(Please refer to page 2)

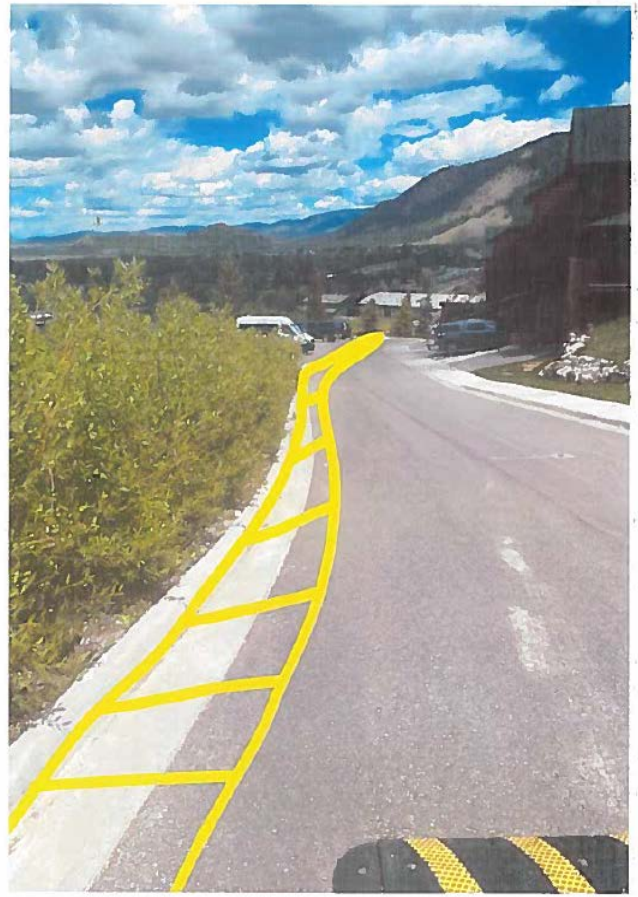
Thursday, June 18, 2020



Trail 2 will exit onto Trail 3 and Pine Glades Drive 75 feet from the intersection of Jessica Lane.



Trail 3 exiting onto the already existing north of tunnel trail to Snow King, National Forest, and Town Trails.



Trail 3 exiting onto the already existing north of tunnel trail to Snow King, National Forest, and Town Trails.



TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: JULY 2, 2020
MEETING DATE: JULY 6, 2020

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

SUBJECT: **ITEMS P19-242, P20-128, P20-129:** REQUEST FOR APPROVAL OF THREE (3) CONDITIONAL USE PERMITS TO OPERATE A GONDOLA FACILITY IN PHIL BAUX PARK, A ZIP LINE FACILITY ON SNOW KING RESORT PROPERTY, AND SNOW MAKING / PUMP HOUSE INFRASTRUCTURE ON SNOW KING AND TOWN PROPERTY.

APPLICANT/OWNER: MR. RYAN STANLEY / SNOW KING MOUNTAIN RESORT

REQUESTED ACTION

The applicant is requesting approval of three (3) Conditional Use Permits (CUP):

- **Item A – P19-242 Gondola, Cougar Lift, and Lighting**: An Outdoor Recreation CUP to locate and operate a gondola facility at the base of Snow King Resort in Phil Baux Park at 100 E. Snow King Avenue in the general location of the existing Cougar lift with additional lighting for night skiing operations. The Cougar lift is proposed to be relocated approximately 250' uphill from its current location.

- **Item B – P20-128 Zip Line**: An Outdoor Recreation CUP to locate and operate a zip line facility on Snow King Resort property with a takeoff point located on Lot 59, Grand View Lodges, Third Addition, and a landing pedestal at 402 East Snow King Avenue adjacent to the Snow King Hotel and Rafferty Center.

- **Item C – P20-129 Pump House**: A Utility Facility CUP to locate a snow making pump house and related infrastructure across the lot lines of 10 E Snow King Avenue and 90 E Snow King Avenue behind the Snow King Sports & Event Center.

APPLICABLE REGULATIONS

Section 4.2.1 Public / Semi-Public (P/SP-ToJ)
Section 4.3.2 Planned Resort - Snow King (PR-SK-ToJ)
Section 4.4.2 Parks and Open Space – Town (P-ToJ)
Section 6.1.3.C. Open Space Uses – Outdoor Recreation
Section 6.1.10.C. Transportation and Infrastructure Uses – Utility Facility
Section 8.4.2 Conditional Use Permit (CUP)

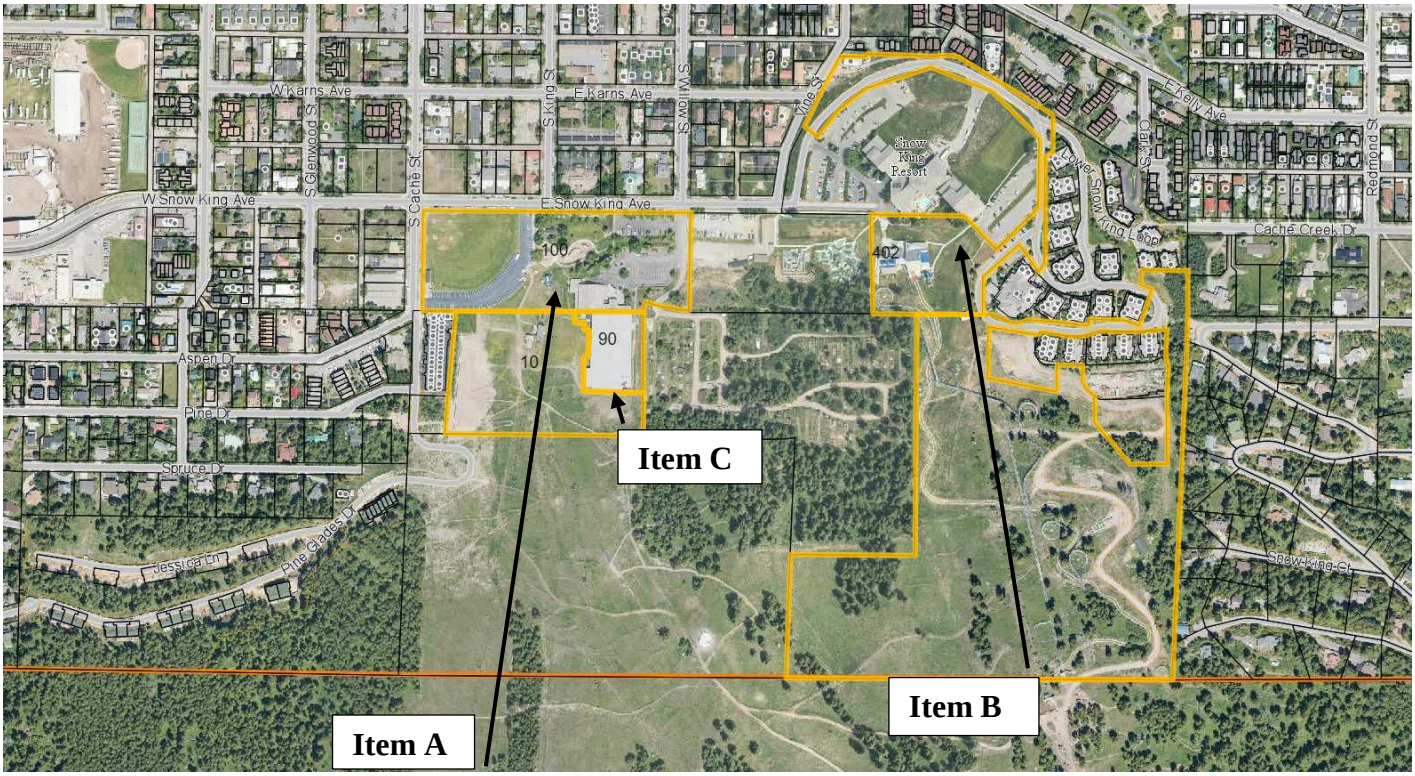
LOCATION

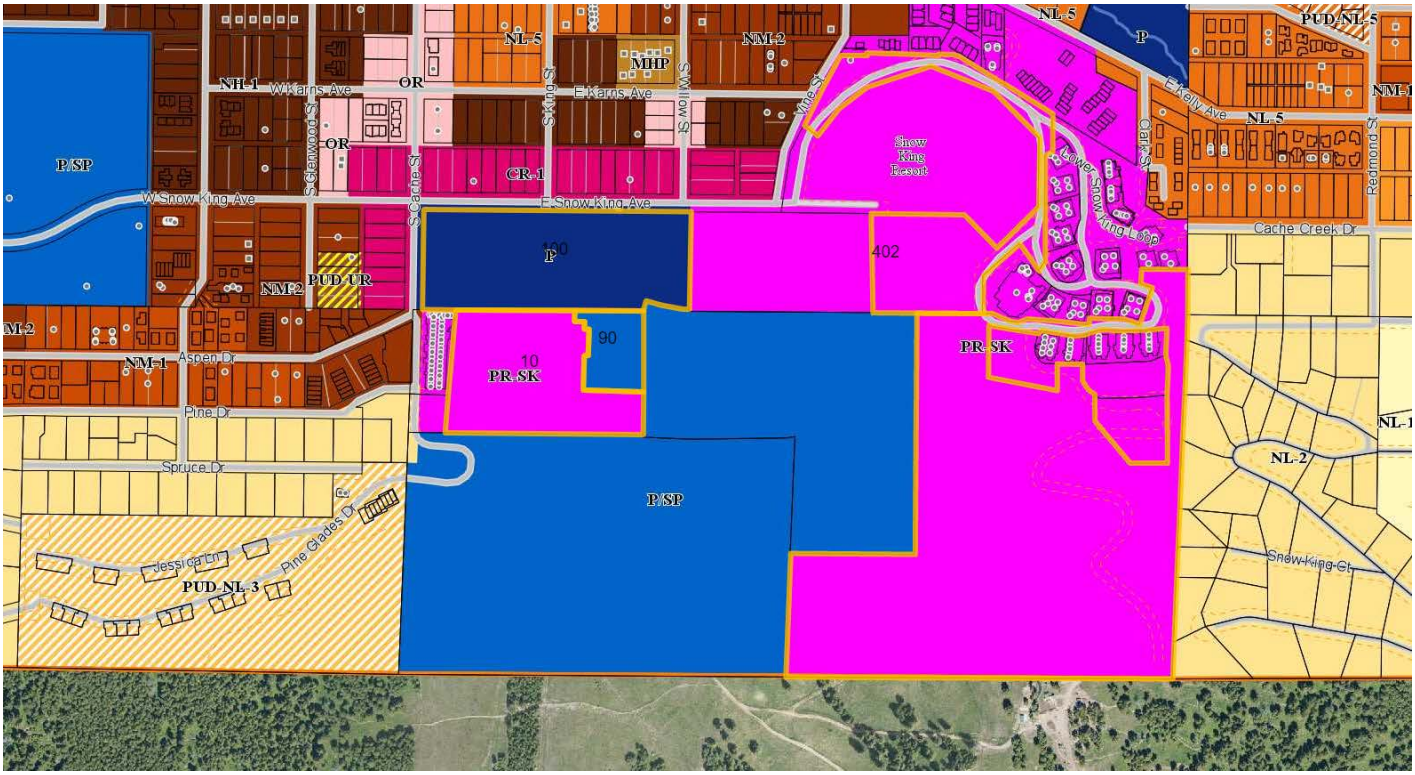
Item A – P19-242 Gondola, *Cougar Lift,* and Lighting: The subject property is addressed as 100 East Snow King Avenue and legally described as MEADOWLAND ADDITION (PHIL BAUX PARK).

Item B – P20-128 Zip Line: The subject property is addressed as 402 East Snow King Avenue and legally described as PT SE1/4NW1/4, SEC. 34, TWP. 41, RNG. 116. TRACT A (PER LOT DIVISION, MAP T-71-A)

Item C – P20-129 Pump House: The subject property is addressed as 10 East Snow King Avenue, and 90 East Snow King Avenue and legally described as PT NW1/4SW1/4, SEC. 34, TWP. 41, RNG. 116 TRACT B, and PT. NW1/4SW1/4 SEC. 34, TWP. 41, RNG. 116, respectively.

An aerial photo and a zoning map are shown below and on the following page indicating the general location of the proposed uses on site:





BACKGROUND

Item A – P19-242 Gondola, Cougar Lift, and Lighting: The subject parcel is approximately 7.6 acres (331,056 SF) and located in the Parks and Open Space – Town (P-ToJ) zone. The subject site is home to Phil Baux Park which contains a baseball field, playground, Bouldering Park, parking, and the existing Cougar ski lift as well as a portion of the Town of Jackson Snow King Sports & Events Center. The west end of the park is used for Snow King's tubing operation in the wintertime. The parcel is bordered by Commercial Residential -1 (CR-1) zoning to the west and north across South Cache Street and East Snow King Avenue, respectively; Planned Resort – Snow King (PR-SK) zoning to the east; and Public / Semi-Public - Town (P/SP - ToJ) zoning (Aspen Hill Cemetery) and PR-SK zoning to the south. The parcel partially borders the Neighborhood Medium Density – 2 (NM-2) zone on the southwest corner of the property at the juncture of Aspen Drive and South Cache Street.

Item B – P20-128 Zip Line: The subject parcel is approximately 5.3 acres (230,868 SF) and located in the Planned Resort – Snow King (PR-SK) zone. The subject site is home to the Rafferty Center and the terminus of the Cowboy Coaster alpine slide. The portion of the parcel where the proposed zip line landing site is located is surrounded by PR-SK zoning with the Snow King Hotel directly adjacent to the to the north; the residential Love Ridge and Grand View Plaza condominium developments are directly adjacent to the east; Lot 59, Grand View Lodges, Third Addition where the zip line launch point is located to the south; and the KM6 lot containing the maze and mini golf is to the east. A portion of the Aspen Hill Cemetery, zoned Public /Semi Public (P/SP), abuts the parcel on the southwest portion of the lot.

Item C – P20-129 Pump House: The subject parcels at 10 East Snow King Avenue and 90 East Snow King Avenue are approximately 5.2 acres (226,512 SF), and 1.3 acres (56,628 SF), respectively. The proposed snow making pump house facility straddles the two lot lines behind the Snow King Sports & Event Center. The subject site is bordered by the P-ToJ zone to the north containing Phil Baux Park; the P/SP zone to the east containing Aspen Hill Cemetery; the P/SP zone to the south used for ski hill runs; and the PR-SK zone to the west containing the One Town Hill mixed use development

On April 6, 2020, the Jackson Town Council approved Item P19-201: Snow King Resort District (SKRMA) Master Plan Amendment. The changes to the Master Plan took effect upon the third and final reading of the associated ordinances on May 4, 2020. Among the changes to the Master Plan that are relevant to this application is that the revised Master Plan requires a Conditional Use Permit for all permanent Outdoor Recreation/Commercial Amusement uses. The use requirements for the proposed items are as follows:

- **Gondola**: Outdoor Recreation is an allowed use requiring a CUP in the P-ToJ zone where the gondola landing is located in Phil Baux Park. The Master Plan also requires a CUP for Outdoor Recreation/Commercial Amusement.
- **Zip Line**: The proposed zip line is wholly contained on Snow King Resort property which requires a CUP for Outdoor Recreation per the Master Plan.
- **Pump House**: A Utility use is an allowed use requiring a CUP in the P/SP zone where the snow making pump house is partially located. The Master Plan also requires a CUP for Utility uses.
- **Required Leases**: The gondola and snow making pump house have portions of those improvements located on Town owned property which require lease agreements with the Town and conformance with the Land Development Regulations where applicable.

PROJECT DESCRIPTION

Item A – P19-242 Gondola, Cougar Lift, and Lighting: The applicant is requesting a Conditional Use Permit for Outdoor Recreation use to construct and operate a detachable aerial tramway, i.e. 'gondola', at the base of Snow King Mountain Resort located more or less on the site of the existing Cougar lift station within Phil Baux Park, a Town owned property. Snow King Mountain Resort has leased land from the Town for ski operations in this location for many decades (see the applicant submittal containing the proposed site plan). The new lift will replace the existing Summit lift, an aging facility nearing the end of its functional lifespan, and relocate the Cougar lift approximately 250 feet uphill to service primarily night skiing and ski racing. The proposed gondola will contain a small plaza to accommodate the loading and unloading of guests as well as a landscape buffer consistent with the existing park landscaping to separate the gondola staging area from other park amenities. A small ticket booth will be located on site to service guests. In an effort to create more open space at the base of the mountain the applicant is proposing to relocate the existing snowmaking pump house to the south of the Snow King Sports & Events Center.

Item B – P20-128 Zip Line: The applicant is requesting a Conditional Use Permit for an Outdoor Recreation/Commercial Amusement use to construct and operate a zip line on Snow King Resort Property with a takeoff point located on Lot 59, Grand View Lodges, Third Addition, and a landing pedestal at 402 East Snow King Avenue adjacent to the Snow King Hotel and Rafferty Center. The zip line more or less runs parallel to the west of the existing Cowboy Coaster down 'Kelly's Run' ski slope before crossing over the coaster three quarters of the way down the slope with a terminus between the Rafferty Center and Snow King Hotel. In total, this section of proposed zip line measures approximately 1,550' from the takeoff station to the landing station. The applicant has plans for additional zip line connections on Forest Service land accessed via the proposed gondola. A map of two possible zip line alternatives on Forest Service land has been included in the applicant's latest additional materials submission.

Item C – P20-129 Pump House: The applicant is proposing to relocate the pump house infrastructure from its current location adjacent to the existing Summit lift to a location behind the Snow King Sports & Event Center. The proposed building footprint of the new pump house straddles the lot lines of the town owned parcel which contains the event center and a Snow King Resort owned parcel. As a result, the applicant is required to obtain a Conditional Use Permit for a Utility use and a lease will be required for the use of the Town property.

STAFF ANALYSIS

Staff has reviewed the proposals for consistency with the Comprehensive Plan and their respective Subareas as well as consistency with the requirements of the amended Snow King Resort District Master Plan. Outdoor Recreation and Utility uses are listed as Conditional Uses in the Master Plan Land Use Schedule. As a Master Plan, many of the dimensional standards are project-specific and only can be determined by reference to the approved Master Plan. Review of Development Plans/Use Permits is thus based primarily on determining consistency with the requirements of the approved Master Plan which provides conceptual approval and direction for all future development of the site when proposals are located within the Snow King Resort District.

However, due to the fact that the proposed gondola landing is located within Phil Baux Park, a Town owned property, and the pump house is partially located on Town property, staff has reviewed these items for consistency with the Land Development Regulations (LDRs) as well. Due to the flexible nature of the P-ToJ and P/SP-ToJ zones, the dimensional limitations of the LDRs in these zones is minimal or not applicable. Therefore, the main LDR requirements to review for these items are the use standards of Sec. 6.1.3.C. Outdoor Recreation, and Sec. 6.1.10.C. Utility Facility as well as the required findings for Sec. 8.4.2 Conditional Use Permit (CUP) which are addressed in the Staff Analysis and Staff Findings below.

ITEM A – P19-242 GONDOLA, COUGAR LIFT, AND LIGHTING

Conformance with the Comprehensive Plan

This site is located in a transitional area of Town slated for significant redevelopment by the Comprehensive Plan. Phil Baux Park is split between two Subareas of *District 2: Town Commercial Core*: *Subarea 2.1 Snow King Resort*, and *Subarea 2.2 Snow King & South Cache Corridors*. Staff finds that the proposal is consistent with the desired character for both subareas as detailed in the Staff Findings section of this report.

Outdoor Recreation – Conditional Use

Outdoor Recreation is listed as a Conditional Use in the Master Plan Land Use Schedule and allowed in the Recreational Land Use zone of the Snow King Mountain Resort. The Master Plan states,

> *Ski slopes are obviously allowed, as well as all the facilities required to operate the ski area such as maintenance and storage spaces, snowmaking facilities, explosive storage, lifts and ski slopes lighting. (p. 49)*

In addition, Outdoor Recreation is an allowed use under the LDRs in the Park & Open Space – Town (P-ToJ) zone. Sec. 6.1.3.C. Open Space Uses – Outdoor Recreation defines Outdoor Recreation as,

> *The use of land for passive or active recreational or athletic purposes that requires minimal permanent physical development relative to the open space. Includes: downhill ski areas.*

Staff finds that the proposed gondola facility and use meets the criteria for Outdoor Recreation for both the Master Plan and the LDRs. The gondola facility, while permanent, will occupy a location close to where the existing Cougar lift is situated but at grade for enhanced pedestrian access. Relative open space will increase with the proposed relocation of the snowmaking pump house, removal of the Summit lift station and removal of parking currently bisecting the park. In addition, the applicant will buffer the gondola plaza from the surrounding park uses with additional landscape screening. An operational plan that assesses all associated impacts for outdoor recreational uses in the west Snow King Resort area based upon the feedback provided by the Planning Commission and Town Council, shall be approved as part of this application. Said plan shall include the following: hours of operation (and any exceptions or set number of days for which hours can be

extended), noise, maintenance hours, lighting, ticket sales locations, etc. for all outdoor recreation uses operated by Snow King in the vicinity.

The applicant has met with staff to discuss the proposed location of the gondola landing, plaza, and ticket booth in regards to the Parks and Recreation Department's proposed Redevelopment Master Plan for Phil Baux Park to ensure that the proposed gondola facility integrates with the Town's vision for the park. Staff's goal is to avoid future conflicts arising from staging and queuing in Phil Baux Park that might arise with the applicant's current site plan which is designed for existing conditions as opposed to the potential changes to the park layout and circulation in the future. As a result of working with the applicant, staff has added a condition of approval which requires the applicant to relocate the gondola facility approximately 10' further to the west than what is shown on the applicant's site plan, and to relocate the plaza improvements and ticket booth to the east of the gondola, closer to the Snow King Sports and Event Center. Please see the packet attachments for Parks & Recreation's conceptual plan as well as the Staff Analysis section below for more detail regarding proposed improvements to Phil Baux Park and the integration of the gondola facilities into those plans.

The applicant anticipates that this project will not begin any sooner than the spring of 2021 following the completion of the U.S. Forest Service's Environmental Impact Statement (EIS) currently underway. As a result, staff is recommending that the expiration date of this CUP be extended from one year from date of approval as specified by the Land Development Regulations (LDRs) to two years from the date of approval in order to provide the applicant with flexibility for this project. This revised expiration date will be detailed in a future approval letter if the CUP is approved by Town Council and staff has included a condition of approval for each item clarifying the revised expiration date.

Relocated Cougar Lift

As part of this request, the applicant has proposed retaining the Cougar lift on the ski hill, approximately 250 feet uphill from its present location. Staff does not see any significant impact as a result of the relocation of the Cougar lift as it relates to parking, circulation, housing, congestion, etc. According to the applicant,

> *"It has become clear that the preferred outcome for race training as part of this proposal is to relocate the base of the Cougar lift approximately 250 feet up the hill. Snow King Mountain and the Jackson Hole Ski and Snowboard club are working together to make this change associated with the installation of the gondola… While this outcome has changed the project design and cost substantially, Snow King Mountain is willing to support this relocation of the Cougar lift as a positive solution for both the Ski and Snowboard Club as well as the community. The relocation of the Cougar lift has a number of benefits including the elimination of the 40ft tower number 4, preservation of access to the mid-mountain, and easy access for race training immediately outside the Lodge Room and Ski and Snowboard Club offices. The primary downside of this option is simply the additional cost, as it would have limited impact to a future building expansion to the west of the ice rink, and it retains a relatively wide-open space at the base of the mountain. The relocation of the Cougar lift would be undertaken at the same time as the installation of a new gondola."*

Landscaping

Landscape features for the gondola are identified on sheet C2.0 of the applicant's submittal. These features include a landscape buffer between the playground and sidewalk in Phil Baux Park and the proposed gondola loading plaza. The edge of the landscape buffer also serves as bench seating on both sides. Per the applicant's narrative, the landscaping within the buffer will match the landscaping that currently exists in the park. The final landscape design in the plaza will be determined at the time of Building Permit submittal as the applicant has agreed to reposition the gondola and plaza features in order to better integrate the gondola facility into future improvements to Phil Baux Park. Please see the discussion below regarding proposed improvements to Phil Baux Park.

Parking

The applicant is not proposing any additional parking to accommodate the proposed gondola lift that will replace the Summit lift. Two conditions of approval for Item P19-201: Snow King Resort District (SKRMA) Master Plan Amendment relate to parking for Subarea #2 (KM6 Area between Hotel and Snow King Center) and transportation demand management in general,

> *5. SKRMA shall provide a Transportation Demand Management (TDM) report to the Town of Jackson every 3 years, starting 3 years from the date the Master Plan Amendment is approved by Jackson Town Council; and.*
>
> *10. SKRMA shall continue to engage in discussions with the Town and property owners in Sub-Area #2 on a shared parking arrangement between Sub-Area #2 and the Town's Phil Baux park property. SKRMA must enter into a shared parking agreement with the Town of Jackson by December 31, 2020 so long as both parties are continuing to negotiate in good faith. The shared parking agreement shall include, at least but not limited to, provisions regarding construction and maintenance of the shared parking areas, snow removal from said areas and storm water system installation and maintenance.*

In general, staff is comfortable with the current parking situation as the applicant is replacing one existing lift with the gondola and relocating the Cougar lift which, in staff's opinion, will not increase parking demand substantially. However, please see the discussion of proposed Phil Baux Park improvements below regarding impacts to parking and loading, START and tour bus pick up/drop off, and pedestrian access seasonally through Phil Baux Park.

Hours of Operation

In the most recent supplemental information letter dated May 22, 2020, the applicant has provided a draft Operational Plan which addresses hours of operation for activities at Snow King. Staff has utilized this information to prepare a Town Operational Plan providing further detail and specifics related to these topics, see attached. The Town Operational Plan will be the guiding document should the application be approved by Council. Snow King has proposed the following hours of operation:

Summer Hours of Operation:

Lifts and Activities: (Mountain Coaster, Rafferty Zip-line, Alpine Slide, Miniature Golf, Maze, Bungee Trampoline, Summit Gondola and Rafferty Lift)

May 15 to June 14:	10:00am – 5:00pm
June 15 to August 15:	10:00am – 9:00pm
August 16 – October 16:	10:00am – 5:00pm

Winter Hours of Operation:

November 1 – December 10:	9:00am – 6:30pm
December 11 – April 15:	9:00am – 9:00pm

Staff notes that the applicant has requested that 5 additional days for one additional hour either later or earlier to accommodate special groups, gatherings, or events be allowed as part of this operating plan, however the applicant does not include a proposed restaurant or observatory as uses for which this 5 day exception to the above hours of operation would apply. Rather, the applicant is requesting that once the summit restaurant and/or observatory are complete the gondola would be allowed to operate without restriction until 10:00pm. After

10:00pm the applicant proposes that the summit facilities would use blackout curtains and shielded red lights for gondola loading until 1:00 am to serve stargazing gatherings at the summit and events at the restaurant. The Town interprets this to mean that gondola operations after 10:00pm will be limited to stargazing and other special events like weddings or other group events but not open to the general public for normal restaurant operations.

Staff is generally comfortable with the hours as presented, although discussion by the Town Council of the use of the gondola after 10:00pm for stargazing and limited special events is encouraged. Staff notes that there is significant public comment in regards to a proposed observatory at the summit with the request that the gondola be allowed to operate for stargazing events until 1:00 am. Mr. Samuel Singer, the founder and director of Wyoming Stargazing provided comment at the June 3, 2020, Planning Commission meeting stating that stargazing cannot even begin until 10:00pm in the summertime months and events typically last until 1:00 am. Wyoming Stargazing aims to provide stargazing events every clear night during the summertime and therefore having a defined 1:00am operating hour is a necessary component of an observatory on the summit, according to Wyoming Stargazing.

The Planning Commission was reluctant to define hours for proposed future uses at this time, suggesting that when the applicant submits materials to develop a proposed restaurant or observatory at the summit the preferable option would be for the applicant to amend their Conditional Use Permit to expand hours of operation. The Community Development Director, however, suggests that it is appropriate for the Town to address hours of operation for all proposed uses now as part of any approval so that the applicant has assurances that significant investments in improvements at the resort will be allowed to operate within mutually agreed upon days/hours of operation.

Noise

The applicant states that noise impacts from the operation of the gondola are relatively minor and not anticipated to be greater than the existing lift operations. The applicant has proposed a Snow King Mountain Code of Conduct and Design Considerations as part of the draft Operational Plan to help minimize noise. According to the applicant, this code of conduct will incorporate environmental awareness, encourage limiting noise, and generally seek to incorporate existing community best practices for guests as an educational strategy to limit the impact of their visit. The applicant states that the gondola will be designed with a top drive (motor and drive system located at summit of the mountain) so that noise at the base area terminal will be minimized.

The LDRs limit noise to 65 dBA at any zone boundary or site boundary line. As an example, a measure of 60 dB is similar to normal conversation, a lawn mower is about 90 dB, and a loud rock concert is about 120 dB. Staff suggests discussion by Town Council of gatherings/special events and noise/music at the base of the gondola facility/plaza area during the defined hours of operation with a potential condition of approval to limit impacts if determined necessary.

Lighting/Night Skiing

The applicant has submitted a Night Skiing Lighting Plan (sheet C3.0 of the applicant submittal) which indicates the location of proposed increased lighting for night skiing. In general, lighting is situated around the periphery and adjacent to stands of trees within the ski runs of ‘Old Man Flats’, ‘Cougar’, and ‘Exhibition’. The lighting extends down the slope alongside the tube park and event center towards the proposed gondola base area in Phil Baux Park.

According to the Draft EIS statement under review by the Forest Service, the following is proposed for Night Skiing operations throughout Snow King Mountain Resort,

"At present, Snow King offers night skiing on approximately 73.8 acres of night skiing on the lower two thirds of the mountain, in the Rafferty and Cougar pods. This is primarily intermediate ability-level terrain, with some advanced and beginner terrain. Until recently, approximately 50 lights were mounted on a variety of structures including trees, lift towers, light poles, and buildings. Coverage was limited, and the technology was obsolete. This was a particular impediment to race training, which occurs in the evening after school hours. Good lighting is an important safety factor in race training. A general system upgrade was implemented in 2015 and remains underway, replacing lighting fixtures with more efficient models designed to increase lighting of the snow surface but reduce light pollution (glare and sky glow). Under this proposal, Snow King would expand lighting coverage using this upgraded technology. Additional lighting would be provided on the racing lanes in the Cougar pod, and lighting would be extended to the top of the Rafferty pod (Flying Squirrel and Moose runs), the top of Upper Elk run, Lift B and C terrain, and the proposed access road/novice skiway. No night skiing is proposed on the back side. Overall, this proposal would increase system coverage by 27.3 acres across all skier ability levels to meet demand for this unique experience and provide for safe and effective race training."
(p. 38)

In a supplemental letter attached to this report the applicant has provided additional information regarding lighting for night skiing and the merits of the "Snow-Bright" 300 Watt magnetic induction lights used which are energy efficient and reduce light reflection. The applicant states that the current lighting which is on the lower portion of the mountain on the Summit and Cougar lift side is below standards for night skiing in the industry due to the relatively few magnetic induction lights which are spaced relatively far apart. According to the applicant, improved lighting would help achieve the goal of having a first class night lighting system for ski race training. The applicant is proposing upgrading night ski lighting by adding approximately 20 additional new light locations with each location containing 2-4 lights. There are currently roughly 30 existing light locations. In total this amounts to approximately 50 light locations with somewhere between 100-200 lights.

According to the applicant, "The diffuse, soft light reduces reflection and wasted light while maximizing the light needed by skiers and riders. The output system allows light to be directed at the snow at such an angle that is transmitted laterally. This technology replaces intense blotches of light with uniform slope illumination. As a result, glare is reduced for the neighboring community and the visual experience for users is enhanced."

The LDRs allow 'complex uses', which includes ski hills, certain exceptions from Sec. 5.3.1 Exterior Lighting as long as the following 4 standards are met *or* their lighting has been approved via a Conditional Use Permit:

*1. **Complex uses** such as… ski areas... shall be exempted from the above standards of this Section, if the below standards are met or if their lighting has been approved via issuance of a Conditional Use Permit or Special Event Permit.*

*2. **Maximum height**. Exterior luminaires shall not exceed a maximum post height of 60 feet.*

*3. **Fully Shielded**. Each luminaire shall be fully shielded in either its orientation or by landscaping to prohibit glare and light trespass to adjacent residential property and must be installed and maintained with minimum aiming angles of 25 degrees downward from the horizontal.*

*4. **Lights Extinguished**. Lights shall be extinguished by 10:00 PM or at the conclusion of the event, whichever is later. Lighting is not allowed to remain on overnight.*

*5. **Maximum lumens**. Overall site illumination for a complex use shall not exceed 6 lumens per square feet of site development, nor shall it exceed a total of 550,000 lumens.*

Each Snow-Bright light is 300 watts, and according to the "Snow-Bright™ 300-Watt round floodlight" manufacturer's cut sheet, each light has an average of 100 Lumens per Watt, or 30,000 lumens per light. The applicant's night skiing plan totals 100-200 such lights which would equate to roughly 3 to 6 million lumens for this location of the ski hill shown on the lighting plan. However, according to the exemption for complex uses, a lighting plan in excess of the 550,000 lumen limit can be approved as part of a Conditional Use Permit. Therefore, staff suggests that the Planning Commission discuss the proposed lighting plan and proposed increase in total lumens on site. Please see the applicant's supplemental information letter and email correspondence for more detail and links to the manufacturer's webpage regarding the lights and their use at other ski areas.

The applicant has clarified that keeping the Cougar lift on the ski hill will add an estimated additional 8-16 additional lights at 3-4 locations. The applicant states that a range of additional lights for Cougar is proposed at this time because there is likely some redundant locations with the lift staying that will not be necessary elsewhere. Ultimately, the applicant states that they are trying to improve the visibility on the snow and Cougar remaining helps that situation substantially by retaining lighting locations more in the middle of the run.

Wildlife Impacts

The location of the proposals are not within the Natural Resource Overlay or Scenic Resource Overlay. An extensive study of wildlife impacts has been undertaken in association with the Snow King Environmental Impact Statement (EIS). Results from that study are available to review as part of the Draft EIS document. Staff defers to the pending Forest Service decision on possible alternatives for the Snow King Mountain Resort On-Mountain Improvements Project as it pertains to the overall impacts of the gondola. Staff does not find any increased adverse impact to wildlife from the proposed gondola landing on Town property. Please see the applicant's excerpts from the Draft EIS document attached to the supplemental letter dated May 22, 2020.

Housing

The applicant maintains that no affordable housing mitigation is required as part of this CUP because all employees will be seasonal or existing managers for Snow King Mountain, and that the gondola project will not create any new employees for mountain operations as it involves the replacement of existing infrastructure. The applicant maintains that they have a team in place for long term maintenance and operation of the proposed infrastructure.

The Housing Department has provided comments in the Departmental Reviews suggesting that a gondola requires more employees than a chairlift. The applicant has responded in the attached supplemental information letter and states,

> *"Both a gondola and lift require the same number of seasonal lift operators, and therefore we expect to have a reduction in the number of seasonal employees associated with this project. We do not anticipate any change with respect to year-round employees for the maintenance of the gondola as we will use the additional bandwidth from maintaining one less lift to do additional required gondola maintenance. When this analysis is entered into the employee housing calculation formula no additional employee housing is required."*

Staff agrees with the applicant that no affordable housing mitigation is required as no year-round employees are being created by this proposal. However, given that the Cougar lift is now proposed to remain, the applicant should address whether any new full time year round employees will be created as a result of this proposal.

Construction Staging Plan

Staging for the construction of all facilities included in this CUP will occur in March/April, 2021, primarily on the KM6 property with additional staging on lot 57 if needed, though efforts will be made to minimize construction activity on this lot to avoid disturbing adjacent residences. It is anticipated that grading work for the base of the gondola will continue into mid-summer with final installation of the gondola and landscaping projected to take place after November 2021. Installation of gondola lift towers and the removal of old lift towers will occur by helicopter in late summer/fall.

Town Engineer Comments

The Town Engineer has provided detailed comments and conditions required prior to Town Council hearing or Building Permit submittal for the proposed gondola item. The applicant has provided a majority of the additional materials requested in the Town Engineer's comments, however additional information was submitted to the Town Engineer on June 30, 2020, too late for review by the Town Engineer prior to the release of this staff report. Additional comments from the Town Engineer are forthcoming for the next Town Council meeting regarding proposed water and utility usage associated with the snow making pump house. Council may choose to continue this item should the Town Engineer's comments require additional information or further consideration by Council.

Proposed Improvements to Phil Baux Park

The Parks and Recreation Board have submitted two memos following the May 6th, 2020, Planning Commission meeting which are attached to this report for review. Some of the positions expressed within these memos may be at odds with the direction that the Parks and Recreation Department, Town Staff, and Town Council gave to the applicant in the past in regards to things like the preferred location of the gondola and ticketing booth in Phil Baux Park, and the provision of parking in general.

The Parks and Recreation Department has provided a conceptual Redevelopment Masterplan for Phil Baux Park shown below this section. A larger copy is attached to this report for greater detail. The proposed improvements to Phil Baux Park shown below are conceptual and contemplate the following changes, including but not limited to:

- The current horseshoe shaped access drive and parking around the periphery of the ballfield is returned to greenspace.
- The baseball field and dugouts have been removed and converted to park space.
- A new parking lot is proposed to be located off of South Cache Street. Pedestrian pathways connect the parking lot to park amenities, lift facilities, and the ice rink to the east.
- Various conceptual park amenities are shown as possibilities including an amphitheater/ event stage and an upgraded playground structure.
- A wide pedestrian pavilion replaces the current drive aisle and can accommodate maintenance vehicles to service the gondola. The pavilion can also be used for vehicular access for special events such as concerts and farmers markets.
- A new dedicated bus/vehicle drop off location is proposed in front of the pavilion for easy access to the gondola for START Buses, tour buses, and public use. The START Director has provided comment in the departmental reviews in support of the proposed bus stop location.

The gondola itself is at grade, which is the direction the Town gave the applicant in previous discussions of the gondola, making for easy ADA accessibility from the bus/vehicle drop off. In this latest proposal the plaza surrounding the gondola and the ticket booth is shifted to the east in order to avoid having the staging area

spilling out into the park, thereby limiting impacts to park uses. Relocation of trail head access away from the proposed gondola is supported by all departments will help disperse user groups.

Pedestrian access through the park in all seasons will require additional scrutiny by Town staff as plans are finalized. The Pathways Director has provided detailed comments regarding bicycle parking, pathway connectivity, connection to hiking and biking trails in Phil Baux Park attached to this report in the departmental reviews. Please also see the Town Engineer's comments in the attached departmental reviews regarding Phil Baux Park improvements. Staff has added a condition of approval that bike parking for the gondola shall be provided now as part of the building permit submittal and The Pathways Director shall approve the location and type of bicycle parking.

Access to the proposed parking off of South Cache Street will not be hindered by the tube park operation in the winter, according to discussions with the applicant. In addition, staff has contemplated the possibility of angled parking off of East Snow King Avenue with a dedicated bike lane as possible streetscape improvements, though the time frame and feasibility of such changes remains uncertain. In general, however, a major component of the improvements to Phil Baux Park are predicated on the goal of increasing alternative modes of transportation while discouraging single occupancy vehicle trips. The dedicated vehicular and bus drop/off pick up location on East Snow King Avenue helps achieve this goal. Town will monitor parking, loading, and START/Tour bus pick up/drop off functions along with applicant and address future needs as required.

In order to accommodate the existing tube park operation on the west end of the park and the proposed gondola, staff has added a condition of approval for a phased approach to re-landscaping the existing parking lot and to reclaim the central portion of the lot while still allowing limited parking on the west end of the existing lot off of South Cache, and vehicular access up the existing drive aisle to the gondola for maintenance vehicles and special events. This would allow for an increase in the greenspace of the park now until such a time that the Town is ready to complete the rest of the park improvements. The associated costs of such improvements and which party is responsible will be addressed in the lease agreements for the park between the Town and Snow King Mountain Resort, or any other party. Please see a sketch of the Phase One concept and the Parks and Rec conceptual Master Redevelopment Plan below and on the following page.

Comments from the Parks and Recreation Director indicate that additional consideration of bathroom improvements and the possible relocation of the public restroom closer to the gondola facility will be needed in the future. The Parks and Recreation Director suggests that the operational costs associated with upkeep of a public restroom should be shared between the town and Snow King Mountain Resort and other leaseholders in Phil Baux Park. The Parks and Recreation Director estimates that operational costs for the bathroom are roughly $10,000 - $15,000 dollars a year, and that this cost should be considered in the lease agreements.



Phase 1 – Landscaping of Phil Baux Park


E Snow King Ave
S Cache St
SNOW KING ICE CENTER
PARKS & RECREATION
PHIL BAUX PARK
Re-development Masterplan

ITEM B – P19-128 ZIP LINE

Conformance with the Comprehensive Plan

This site is located in a transitional area of Town slated for significant redevelopment by the Comprehensive Plan. The zip line is located in *District 2: Town Commercial Core*: *Subarea 2.1 Snow King Resort*. Staff finds that the proposal is consistent with the desired character for the subarea as detailed in the Staff Findings section of this report.

Commercial Amusement – Conditional Use

Commercial Amusement/ Outdoor Recreation is listed as a Conditional Use in the Snow King Master Plan Land Use Schedule and allowed in the Recreational Land Use zone of the Snow King Mountain Resort. The Master Plan states,

> *A zip-line in sub-area 4 as indicated in the included Master Plan maps and requires a conditional use permit. The CUP application shall include an operational plan and associated impacts for all outdoor recreational uses in this area including but not limited to the Mountain Coaster, Alpine Slide, Mini-golf and Maze to determine the overall cumulative effect including but not limited to hours and days of operation, noise, lighting, and other associated impacts to the area. This zip-line will not be permitted to open until construction on a gondola has commenced. Notwithstanding the foregoing, if SKRMA proceeds with its application and construction of a gondola in good faith, this condition shall not take effect if a regulatory or judicial circumstance prevents SKRMA from building the gondola. Further, this condition shall be void if the Town and SKRMA fail to come to agreement on a lease for the landing of the gondola by August 1, 2020. (p. 47)*

Staff finds that the proposed zip line facility and use meets the criteria for Commercial Amusement/ Outdoor Recreation of the Master Plan. The applicant has submitted a supplemental letter which discusses the importance of amusement uses to Snow King's overall financial stability and requests that all amusement uses be granted the same operating hours in order to provide guests with a multitude of options at a variety of times to enjoy. In the most recent supplemental information letter dated May 22, 2020, the applicant has provided a draft Operational Plan which addresses hours of operation for activities at Snow King. Staff has utilized this information to prepare a Town Operational Plan providing further detail and specifics related to these topics, see attached. The Town Operational Plan will be the guiding document should the application be approved by Council. Components of an operational plan include hours of operation (and any exceptions or set number of days for which hours can be extended), noise, maintenance hours, lighting, ticket sales locations, etc. for all outdoor recreation uses, including the gondola.

In addition, a prior condition of approval for Item P19-201: Snow King Resort District (SKRMA) Master Plan Amendment requires that,

> *9. Building permits within Sub-Area #2 shall not be issued until construction has commenced on an aerial tramway (i.e. gondola). Nor shall the proposed zip line in Sub-Area #4 be allowed to open until construction of the gondola has commenced. Notwithstanding the foregoing, if SKRMA proceeds with its application for construction of a gondola in good faith, the stipulations in the forgoing shall not take effect if a regulatory or judicial circumstance prevents SKRMA from building the gondola. However, in no circumstance shall the zip line in Sub-Area #4 be allowed to open until the gondola construction has commenced.*

Should the Town and SKRMA fail to come to agreement on a lease for the landing station of the gondola and should the Town not approve a Conditional Use Permit for the gondola and zip line by August 1, 2020, restrictions on Sub-Area #2 shall be removed and the zip-line in Sub-Area #4 shall no longer be allowed.

Because the operation of the zip line is conditioned on the requirement that a building permit for the zip line shall not be issued until construction on the gondola has commenced, the Community Development Director has determined that the same expiration date established for the gondola CUP will be applied to the zip line CUP. This revised expiration date will be detailed in a future approval letter if the CUP is approved by Town Council.

Landscaping

The applicant has submitted a landscape plan for the zip line which details the planting a number of quaking aspen trees around the base of the tower at the terminus of the zip line near the hotel and Rafferty Center. Staff has no concerns with the proposed landscaping.

Parking

The applicant is not proposing any additional parking to accommodate the proposed zip line facility, nor does staff anticipate increased parking demand for the zip line relative to the existing amusement uses in this location. Parking is currently being provided through a shared parking with the hotel and use of the gravel lots on KM6. Two conditions of approval to monitor parking at Snow King were required for Item P19-201: Snow King Resort District (SKRMA) Master Plan Amendment which relate to parking for Subarea #2 (KM6 Area between Hotel and Snow King Center) and transportation demand management in general,

> *5. SKRMA shall provide a Transportation Demand Management (TDM) report to the Town of Jackson every 3 years, starting 3 years from the date the Master Plan Amendment is approved by Jackson Town Council; and.*
>
> *10. SKRMA shall continue to engage in discussions with the Town and property owners in Sub-Area #2 on a shared parking arrangement between Sub-Area #2 and the Town's Phil Baux park property. SKRMA must enter into a shared parking agreement with the Town of Jackson by December 31, 2020 so long as both parties are continuing to negotiate in good faith. The shared parking agreement shall include, at least but not limited to, provisions regarding construction and maintenance of the shared parking areas, snow removal from said areas and storm water system installation and maintenance.*

Staff will continue to monitor the Transportation Demand Management report as it becomes available and will work with the applicant on the required shared parking agreement between Sub-Area #2 and the Town's Phil Baux Park property.

Hours of Operation

Please see the discussion above under **Item A – Gondola, Cougar Lift, and Lighting** regarding the applicant's proposed Hours of Operation and Operational Plan.

Aspen Hill Cemetery

Staff reached out to Mr. Al Zuckerman, Cemetery Sexton of Aspen Hill Cemetery for comment on how existing and proposed recreational activities at Snow King affect cemetery services and operations. Mr. Zuckerman's response is included in the attachments of this staff report. In general, Mr. Zuckerman provided the following information and commentary:

- *On average 3 internments are held each month May through October. During the winter the cemetery averages 1-3 internments during the months of November through April*
- *A typical service lasts 30-45 minutes but a few last an hour*

- *Graveside services are typically held between the hours of 10am and 4pm*
- *The cemetery needs a minimum of 3 days advanced notice prior to a service*
- *The current recreation/ amusement uses nearby can be very disturbing, distracting, and seemingly disrespectful for some families, while it does not appear to bother other families. The noise generated by the mini-golf, alpine slide, and coaster is currently most audible primarily for the east half of the cemetery.*

Mr. Zuckerman goes on to state,

> *"As you are aware, the amusement features are very close to the east cemetery fence line with cemetery plots being very close, as well. There have been times in the past when I had asked Ryan Stanley to shut down those features for the duration of the graveside service. This was especially the case when services were in close proximity to the east boundary of the cemetery. I would first ask the family if the features and accompanying noise were going to be an intrusion. If they said yes I would let Ryan know ahead of time when the service would take place and its duration. He was sympathetic to the situation and, in those instances, would comply and shut down. Oftentimes though, a family didn't have an issue with the noise and I would not contact him.*
>
> *I am aware that shutting down the amusement features during peak times is costly and disruptive for Snow King. However, I think having an operational plan and formal agreement with Snow King to curtail or mitigate noise is very appropriate. Perhaps the ops plan could contain language that might create some flexibility, giving the family the discretion, on a case by case basis but still giving it the teeth to have Snow King comply at the family's and the Town's request."*

Noise

According to the LDRs, Sec. 6.4.3 Noise the maximum permitted sound level in is 65 dBA (weighted decibel scale) along any zone boundary or site boundary line. The applicant states that a noise analysis conducted by the zip line installation company found decibel readings associated with the zip line itself to be below 65 decibels. According to the applicant's supplemental information letter dated May 22, 2020, the following will help to reduce noise for the zip line operation:

- Tree planting along eastern border of Snow King Mountain private property to screen visual and noise impacts associated with the Rafferty Center
- Zip-line trolley and catchment system designed to reduce noise
- Coated cable to reduce noise
- Mature trees planted around zip-line towers

Staff has added a condition of approval requiring that the cables for a zip-line be coated to limit noise from trolleys travelling down the cable.

Lighting

Per the applicant, no additional lighting is proposed with the zip line operation.

Wildlife Impacts

The proposal is not located in the Natural Resource Overlay or Scenic Resource Overlay. An extensive study of wildlife impacts has been undertaken in association with the Snow King Environmental Impact Statement (EIS). Results from that study are available to review as part of the Draft EIS document. Staff defers to the

pending Forest Service decision on possible alternatives for the Snow King Mountain Resort On-Mountain Improvements Project as it pertains to the overall impacts of the zip line.

Housing

No affordable housing mitigation is required as no year-round employees are being created by this proposal.

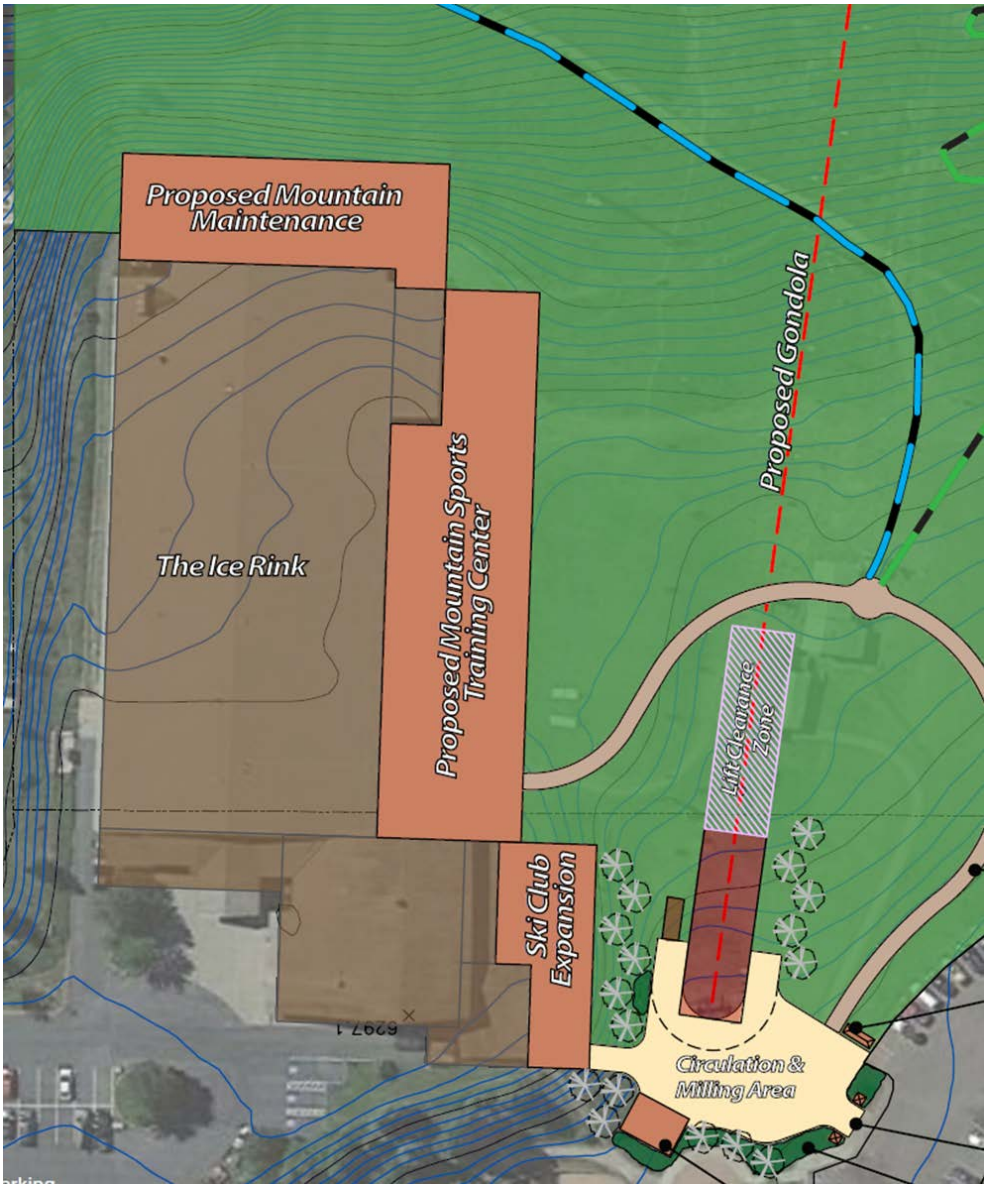
ITEM C – P19-129 PUMP HOUSE

Conformance with the Comprehensive Plan

This site is located in a transitional area of Town slated for significant redevelopment by the Comprehensive Plan. The pump house is located in *District 2: Town Commercial Core: Subarea 2.1 Snow King Resort*. Staff finds that the proposal is consistent with the desired character for the subareas as detailed in the Staff Findings section of this report.

Snow King Master Plan

Sub-Area #5 of Snow King Resort identifies the location behind the Snow King Sports & Event Center as the future location of an on-mountain maintenance facility for Snow King Mountain to service grooming and snowmaking equipment as well as house a pump house for snowmaking. The Master Plan anticipates that the building would be a maximum of two stories with the second level providing office space for mountain operations with roof design for this building either flat or pitched to accommodate the usage and best integrate with the existing building and hillside. At this point in time the applicant is only proposing the snow making pump house in this location as part of Phase 1 of improvements. Additional proposed phases/improvements in this Sub-Area include a Mountain Sports Training Center and Ski Club Expansion. Any future development or changes to approved development in this location will require separate approval from the Town and amended lease agreements where applicable. Staff has added a condition of approval requiring that access around the pump house shall be maintained in this location as part of Phase 1 and a Building Permit will be required. See the concept plan below for proposed improvements in this area.



Snow King Resort District Master Plan – West Portal and Phil Baux Park Concept Plan – July 2019

Utility – Conditional Use

Utility is listed as a Conditional Use in the Public/Semi Public (P-ToJ) zone, where the snow making pump house is partially located. The proposed pump house meets the requirements of Sec. 6.1.10.C Utility Facility. Per the LDRs, the standards for a utility facility requires that,

> *b. All utility facilities shall be located and designed to minimize negative impacts on natural resources, designated scenic areas, agricultural operations, and residential development and uses. A landscaping plan, pursuant to Div. 5.5. shall be submitted that is designed to screen the utility as viewed from roads and habitable structures.*
>
> *c. Utility facilities housing equipment shall be designed with as low a profile as possible. If the surrounding uses are residential, the building style shall be compatible with the surrounding land uses.*

Because the proposed snow making pump house is screened from view between the slope of the ski hill and the Snow King Sports and Event Center staff does not find that a landscape plan is required. Staff finds that the proposed pump house location will help ensure a low profile. The existing pump house is currently located next to the Summit lift and will be removed as part of this proposal creating greater relative open space near

the base area. Due to the fact that the relocation of the pump house is scheduled to occur when construction of the gondola commences, the Community Development Director has determined that the same expiration date established for the gondola CUP will be applied to the Utility CUP. This revised expiration date will be detailed in a future approval letter if the CUP is approved by Town Council.

Town Engineer Comments

The Town Engineer has provided detailed comments and conditions required for the proposed pump station item. Upgrades to the snow making facilities requires further review of more detailed water demand and use information including the following:

- Existing snow making areas and corresponding volumes of water used and in what timeframe. Identify the supply zone.
- Proposed snow making areas and proposed volumes of water needed and in what time frame. Identify the supply zone.
- Hydraulic analysis of the existing supply system including hydrant flow testing and calibration of the model.
- Hydraulic analysis for the system with upgrades to 10- or 12-inch pipe back to the Kelly Avenue Supply Line, or other relevant supply line.
- Hydraulic analysis that considers higher demands throughout the system (specifically high points in the system) and fire demands on the system during snow making operations.
- Provide a map showing velocities in pipes, pressures and demands at analyzed nodes. Identify the supply zone for the all of the snow making systems on the mountain.
- If approved, additional controls or line upgrades may be required to maintain adequate service to the town.

The Town Engineer has required that as part of Building and/or Grading Permit applications for the Gondola, Gondola Site, or Booster Pump Station, a complete geotechnical report commensurate with the degree of influence and hazard, including slope stability evaluations and/or analysis shall be provided and accepted. The final location of the proposed snow making booster pump station shall be coordinated with the Town Public Works and maintain access around the building. Specifically, the Town requires vehicular and equipment access to the ice rink cooling equipment area on the southeast corner. The Town Engineer is in the process of reviewing the additional materials provided by the applicant, with comments expected for the following Town Council meeting.

STAFF FINDINGS

Item A – P19-242 Gondola, Cougar Lift, and Lighting: Pursuant to Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations, the following findings shall be made for the approval of a Conditional Use Permit.

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

   Subarea 2.1 Snow King Resort: This TRANSITIONAL Subarea is currently subject to the Snow King Resort Master Plan. The plan seeks to create a vibrant mixed use resort complex, including a multi-faceted conference/convention center and community facility that contributes to the economy of Downtown and also serves as a permeable border between the Town and Snow King Mountain. The resort has long been an integral part of the community, playing the role of the "Town Hill", providing a host of winter and summer recreational amenities.

In the future, the subarea will complement Downtown (Subarea 2.3) lodging and tourist amenities. Lodging will be provided in a variety of types and forms from hotel rooms to condominiums, in order to support the local tourism based economy. The size and scale of structures will often be larger than those typically allowed in other subareas of Town, as resorts typically require a larger critical mass necessary to support visitor functions. Though buildings will tend to be larger than in other districts, the subarea will maintain an abundance of open space in relation to the built environment as a key to a successful resort experience.

Consistent with the master plan, Snow King Avenue will be developed into a mixed use corridor that includes a variety of commercial uses while still serving as a major transportation corridor in the community. Along with this it will be important to create a more visible and attractive base area along Snow King Avenue to attract residents and visitors to the many amenities and recreational opportunities found there.

Complies. Staff finds that the proposal is consistent with the above described visions for Subarea 2.1 as it supports the function of Snow King Mountain as a host of winter and summer recreational amenities. In addition, the new gondola facilities will help create a more visible and attractive base area along Snow King Avenue for residents and visitors alike. This is a transitional subarea and redevelopment is expected.

In addition, staff finds that the application should be reviewed for consistency specifically with subarea 2.2 Snow King and South Cache Corridors which states the following as the desired vision for the subarea:

<u>*Subarea 2.2 Snow King & South Cache Corridors*</u>: *This TRANSITIONAL Subarea is envisioned as a pedestrian-oriented mixed use corridor comprised of mixed use and/or multifamily residential structures. The goal of the corridor will be to provide an attractive pedestrian link between Snow King Resort (Subarea 2.1) and Downtown (Subarea 2.3). The corridor is anchored by the Center for the Arts, the community hub for cultural events and activities and other public spaces, including the Center for the Arts Park, Phil Baux Park and the Snow King base area. The goal of this subarea will be to provide an attractive pedestrian link between Downtown, Snow King and the many under-utilized public spaces in the area. In order to achieve this, ground-level uses should add vitality and street life that support the Center for the Arts and attract residents and visitors to the subarea. Upper floors should provide residential uses, designed to promote workforce housing. Buildings should be two stories in height and front the street. Particular care and attention will be necessary to ensure a successful integration between this mixed use subarea and the adjacent Core Residential (Subarea 3.2). Particular attention will need to be given to the location of buildings, parking, types of uses, and intensity of uses to ensure a successful transition.*

Complies. Staff finds that the proposal is consistent with the above described visions for Subarea 2.2 as it improves the base area operations and aesthetics of Phil Baux Park with additional landscaping and screening which better integrates the lift operations into the park. This is a transitional subarea and redevelopment is expected in this location.

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

Common Value 1: Ecosystem Stewardship

Complies. The applicant has submitted relevant excerpts from the Draft EIS report which has thoroughly vetted the environmental impacts of the proposal.

Common Value 2: Growth Management

Policy 4.1.b: Emphasize a variety of housing types, including deed-restricted housing (District 2)

Not applicable.

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

Complies. The proposed project will provide improved recreational amenities for visitors, residents, and emergency services at the mountain resort. Doing so will help to increase the vitality of the 'Town Hill' and maintain Jackson as the economic center of the region.

4.2.c: Create vibrant walkable mixed use subareas

Complies. The improved gondola loading area will be ADA accessible and improve the landscaping in Phil Baux Park by better integrating the lift facilities with the existing park landscaping.

4.2.d: Create a Downtown Retail Shopping District

Not applicable.

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

Complies. New lift facilities will presumably entice more visitors to stay at Snow King Hotel and ski the resort.

4.4.b: Enhance Jackson gateways

Not applicable.

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

Complies. The applicant is proposing enhanced landscaping at the base of the gondola to screen the lift from the rest of the park and better integrate lift facilities into the park landscape.

Common Value 3: Quality of Life

Policy 5.2.d: Encourage deed-restricted rental units

Not applicable.

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

Complies. Snow King Mountain has been in operation more or less since 1939.

6.2.c: Encourage local entrepreneurial opportunities

Not applicable.

6.3.a: Ensure year-round economic viability

Complies. The proposed gondola anticipates year round usage to support skiing, restaurant, and other mountain operations for Snow King Mountain Resort.

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

Not applicable.

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

   Complies. The proposed request complies with all the standards in Sec. 6.1.3.C, as demonstrated in the Staff Analysis above in this staff report. In addition, the proposed use is consistent with the Snow King Resort District Master Plan.

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

   Complies. Staff finds that the proposal's design, development, and operation will minimize the visual impact of the proposed use on adjacent lands. The applicant has provided 3-dimensional renderings of the proposal. Increased lighting for night skiing has been reviewed as part of this application and requires Town Council approval for the 'complex' use in excess of 550,000 lumens.

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

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

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

   Complies, as conditioned. Staff finds that the proposed gondola facility will not have significant adverse impacts from nuisances, such as noise, light, vibration, dust, etc., subject to the limitations stated in the application and conditions of approval.

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

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

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

   Complies. Staff finds that the proposed use, as conditioned, complies with other provisions of the LDRs and with all other Town Ordinances.

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

Complies. The proposal is in substantial conformance with all standards and/or conditions of any prior applicable permits and approvals.

Item B – P20-128 Zip Line: Pursuant to Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations, the following findings shall be made for the approval of a Conditional Use Permit.

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

   Subarea 2.1 Snow King Resort: This TRANSITIONAL Subarea is currently subject to the Snow King Resort Master Plan. The plan seeks to create a vibrant mixed use resort complex, including a multi-faceted conference/convention center and community facility that contributes to the economy of Downtown and also serves as a permeable border between the Town and Snow King Mountain. The resort has long been an integral part of the community, playing the role of the "Town Hill", providing a host of winter and summer recreational amenities.

   In the future, the subarea will complement Downtown (Subarea 2.3) lodging and tourist amenities. Lodging will be provided in a variety of types and forms from hotel rooms to condominiums, in order to support the local tourism based economy. The size and scale of structures will often be larger than those typically allowed in other subareas of Town, as resorts typically require a larger critical mass necessary to support visitor functions. Though buildings will tend to be larger than in other districts, the subarea will maintain an abundance of open space in relation to the built environment as a key to a successful resort experience.

   Consistent with the master plan, Snow King Avenue will be developed into a mixed use corridor that includes a variety of commercial uses while still serving as a major transportation corridor in the community. Along with this it will be important to create a more visible and attractive base area along Snow King Avenue to attract residents and visitors to the many amenities and recreational opportunities found there.

   Complies. Staff finds that the proposed zip line facility is a tourist amenity that supports the local tourist economy and is a desired characteristic in this subarea.

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

   Common Value 1: Ecosystem Stewardship

   Complies. The applicant has submitted a Draft EIS report which has thoroughly vetted the environmental impacts of the proposal and other development at Snow King Resort.

   Common Value 2: Growth Management

   Policy 4.1.b: Emphasize a variety of housing types, including deed-restricted housing (District 2)

   Not applicable.

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

   Complies. The proposed zip line is a tourist amenity that supports the local tourist economy and is a desired characteristic in this subarea.

4.2.c: Create vibrant walkable mixed use subareas

Complies. The proposal is integrated into an area with existing recreational amenities and pedestrian improvements.

4.2.d: Create a Downtown Retail Shopping District

Not applicable.

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

Complies. The proposed zip line facility is an amenity that supports the guest experience at Snow King Mountain Resort and in Jackson more generally.

4.4.b: Enhance Jackson gateways

Not applicable.

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

Not applicable.

Common Value 3: Quality of Life

Policy 5.2.d: Encourage deed-restricted rental units

Not applicable.

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

Complies. Snow King Mountain Resort is the "Town Hill" providing recreational services to visitors and residents of Jackson alike.

6.2.c: Encourage local entrepreneurial opportunities

Not Applicable.

6.3.a: Ensure year-round economic viability

Complies. The summer amusement uses makes up a sizeable portion of Snow King Resort's revenue and support year round operations.

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

Not applicable.

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

   Not Applicable. The proposed conditional use is subject to the Snow King Resort Master Plan, with which it complies.

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

   Complies. Staff finds that the proposed zip line will have minimal visual impacts as it is located in an area with existing recreational development like the Cowboy Coaster.

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

   Complies. The applicant has submitted a Draft EIS report which has thoroughly vetted the environmental impacts of the proposal and developments across Snow King Resort.

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

   Complies, as conditioned. Staff finds that the proposed zip line will minimize adverse impacts from nuisances, such as noise, light, vibration, dust, etc. through the creation of an operational plan for amusement uses.

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

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

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

   Complies. Staff finds that the proposed use, as conditioned, complies with other provisions of the LDRs and with all other Town Ordinances.

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

   Complies.

Item C – P20-129 Pump House: Pursuant to Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations, the following findings shall be made for the approval of a Conditional Use Permit.

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

   Subarea 2.1 Snow King Resort: This TRANSITIONAL Subarea is currently subject to the Snow King Resort Master Plan. The plan seeks to create a vibrant mixed use resort complex, including a multi-faceted conference/convention center and community facility that contributes to the economy of Downtown and also serves as a permeable border between the Town and Snow King Mountain. The resort has long been an integral part of the community, playing the role of the "Town Hill", providing a host of winter and summer recreational amenities.

   In the future, the subarea will complement Downtown (Subarea 2.3) lodging and tourist amenities. Lodging will be provided in a variety of types and forms from hotel rooms to condominiums, in order to

support the local tourism based economy. The size and scale of structures will often be larger than those typically allowed in other subareas of Town, as resorts typically require a larger critical mass necessary to support visitor functions. Though buildings will tend to be larger than in other districts, the subarea will maintain an abundance of open space in relation to the built environment as a key to a successful resort experience.

Consistent with the master plan, Snow King Avenue will be developed into a mixed use corridor that includes a variety of commercial uses while still serving as a major transportation corridor in the community. Along with this it will be important to create a more visible and attractive base area along Snow King Avenue to attract residents and visitors to the many amenities and recreational opportunities found there.

Complies. Staff finds that the proposed snow making pump house facility is a necessary component of resort operations specified in this subarea.

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

Common Value 1: Ecosystem Stewardship

Complies. The applicant has submitted a Draft EIS report which has thoroughly vetted the environmental impacts of changes to Snow King Resort.

Common Value 2: Growth Management

Policy 4.1.b: Emphasize a variety of housing types, including deed-restricted housing (District 2)

Not applicable.

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

Complies. The proposed pump house is necessary for resort operations which supports the local tourist economy.

4.2.c: Create vibrant walkable mixed use subareas

Complies. The relocation of the pump house creates more open space adjacent to Phil Baux Park. This enhances Phil Baux Park and its integration with the surrounding land uses helping create a more vibrant walkable area.

4.2.d: Create a Downtown Retail Shopping District

Not applicable.

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

Not applicable.

4.4.b: Enhance Jackson gateways

Not applicable.

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

Complies. The relocation of the pump house creates more open space adjacent to Phil Baux Park thereby enhancing the natural features of the ski hill adjacent to the built environment.

Common Value 3: Quality of Life

Policy 5.2.d: Encourage deed-restricted rental units

Not applicable.

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

Complies. Snow King Resort is a local business and the snow making pump house is necessary for resort operations.

6.2.c: Encourage local entrepreneurial opportunities

Not Applicable.

6.3.a: Ensure year-round economic viability

Complies. The snow making pump house is necessary for resort operations.

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

Not applicable.

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

   Complies. The snow making pump house complies with Sec. 6.1.10.C - Utility use.

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

   Complies. Staff finds that the proposed pump house will have minimal visual impacts as it is located in behind the Snow King Sports & Event Center.

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

   Complies. The relocation of the pump house in the proposed location has no known adverse environmental impacts.

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

   Complies. Staff finds that the proposed pump house will have no additional adverse impacts from nuisances, such as noise, light, vibration, dust, etc. beyond current operations.

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

   Complies, as conditioned. Staff finds that the proposal will have no significant adverse impact on public facilities provided that the conditions the Town Engineer listed in the Departmental Reviews are met.

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

   Complies. Staff finds that the proposed use complies with other provisions of the LDRs and with all other Town Ordinances.

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

   Complies.

PLANNING COMMISSION

The applicant appeared before the Planning Commission on May 6, 2020, and June 3, 2020, where the Planning Commission recommended approval of all three items unanimously. At the May 6, 2020, meeting the Planning Commission focused on the cumulative impacts of the recreation operations on the east side of Snow King Mountain Resort, and the impact of noise and hours of operation from a proposed zip line and gondola. The Planning Commission requested a draft Operational Plan for their next meeting to address all of the existing and proposed recreational activities at Snow King Mountain Resort.

At the June 6, 2020, meeting the Planning Commission further discussed the draft operational plan and hours of operation. Commissioner Petri expressed reservations about the gondola being allowed to operate until 1:00 am on a regular basis for daily events. The Planning Commission did not define hours of operation beyond 9:00 pm, instead they propose that the applicant could amend their Conditional Use Permit(s) in the future if/when new uses are operational.

The Planning Commission discussed the cumulative impact of adding a zip line to existing recreation uses and questioned whether any additional zip lines on Forest Service property could be limited. The Commission is concerned about the cumulative impact of multiple zip lines including this one on private property but also additional zip lines on Forest Service property. The Commission expressed reservation at the ability to limit this one zip line but not the ability to limit zip lines on Forest Service property. The Commission decided against adding a condition that would limit Snow King to solely the zip line in question in this report. The Community Development Director told the Commission that the matter would be brought to Council's attention but that the Commission had the option of denying the zip line item as well if they could not make the findings. Ultimately, the Planning Commission recommended approval of the zip line item with a condition of approval requiring the applicant to formalize an agreement with the Aspen Hill Cemetery representatives prior to Town Council approval. Staff suggests that this condition be incorporated into a finalized operational plan, which has been done.

PUBLIC COMMENT

Staff has compiled all public comment letters to date on these items and attached them to this report. There has been extensive public comment related to the future of Snow King over the past many years. In addition, there is public comment pertaining to the proposed gondola and zip line that is attached to the staff report for Item P19-201: Snow King Resort District (SKRMA) Master Plan Amendment.

LEGAL REVIEW

Ongoing as required.

ATTACHMENTS

Snowmaking Info Supplement 2
Town Snow King Mountain Operational Plan
Applicant Supplemental Information Letter May 22, 2020
Applicant Supplemental Information Letter May 1, 2020
Applicant Supplemental Information Letter April 29, 2020
Applicant Submittal
Impacts of Snow King Operations on Cemetery May 8, 2020
Conceptual Redevelopment Plan for Phil Baux Park
Parks & Rec Comments on Phil Baux Park Improvements October 23, 2019
Parks & Rec Board Memo May 29, 2020
Parks & Rec Board Memo May 19, 2020
Departmental Reviews
Public Comment

RECOMMENDATIONS / CONDITIONS OF APPROVAL

Item A: The Community Development Director and Planning Commission recommends **approval** of a request for a Conditional Use Permit (CUP) to construct a gondola base facility in Phil Baux Park located at 100 East Snow King Avenue, subject to the department reviews attached to this staff report dated July 2, 2020, and the following conditions of approval:

1. The applicant shall reposition the gondola base facility approximately 10’ to the west in order to relocate the gondola plaza and ticket booth to the east of the facility.

2. Bicycle parking for the gondola shall be provided with Building Permit submittal. The Pathways Director shall approve the location and type of bicycle parking.

3. A phased approach to re-landscaping the existing parking lot to reclaim the central portion of the lot shall be used. The party and financial responsibility of such improvements shall be determined by Lease Agreements.

4. All extra days and hours that exceed the established hours of operation for the gondola shall be provided to the Town annually for review by the Planning Department.

5. Prior to the submission of any associated development permit the applicant shall finalize and sign all associated leases with the Town of Jackson for the operation of the proposed development.

6. The expiration date for this Conditional Use Permit shall be 2 years from the date of approval unless the use has been commenced or a physical development permit has been issued and is active for physical development needed to commence the use.

7. The applicant shall provide the Snow King Code of Conduct to Town staff for review and approval within 30 days of Council approval. The applicant shall include implementation strategies for how said code will be provided to participants and enforced by the applicant.

Item B: The Community Development Director and Planning Commission recommends **approval** of a request for a Conditional Use Permit (CUP) to construct a zip line facility in Snow King Resort located at 402 East Snow King Avenue, subject to the department reviews attached to this staff report dated July 2, 2020, and the following condition of approval:

1. All extra days and hours that exceed the established hours of operation for outdoor recreation activities shall be provided to the Town annually for review by the Planning Department.

2. The cables for a zip-line shall be coated to limit noise from trolleys travelling down the cable.

3. The expiration date for this Conditional Use Permit shall be 2 years from the date of approval unless the use has been commenced or a physical development permit has been issued and is active for physical development needed to commence the use.

4. The applicant shall provide the Snow King Code of Conduct to Town staff for review and approval within 30 days of Council approval. The applicant shall include implementation strategies for how said code will be provided to participants and enforced by the applicant.

Item C: The Community Development Director and Planning Commission recommends **approval** of a request for a Conditional Use Permit (CUP) to construct a snow making pump house at 90 East Snow King Avenue, subject to the department reviews attached to this staff report dated July 2, 2020 and the following conditions of approval:

1. Access around the pump house shall be maintained in this location as part of Phase 1 and a Building Permit is required.

2. Prior to Town Council approval, the applicant shall address the Town Engineer's comments in the Departmental Reviews and provide all relevant materials required for review prior to the public hearing.

3. The expiration date for this Conditional Use Permit shall be 2 years from the date of approval unless the use has been commenced or a physical development permit has been issued and is active for physical development needed to commence the use.

SUGGESTED MOTIONS

Item A – Gondola, Cougar Lift, and Lighting: Based upon the findings as presented in the staff report and as made by the applicant for Item P19-242, I move to make findings 1-8 as set forth in Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations relating to 1) Compatibility with Future Character; 2) Use Standards; 3) Visual Impacts; 4) Minimizes adverse environmental impact; 5) Minimizes adverse impacts from nuisances; 6) Impact on Public Facilities; 7) Other Relevant Standards/LDRs; and 8) Previous Approvals for a Conditional Use Permit to **approve** a detached aerial tramway (gondola) base facility in Phil Baux Park, the relocation of the Cougar lift, and exterior lighting for night skiing as specified in

this staff report for the property located at 100 East Snow King Avenue, subject to the department reviews attached to this staff report dated July 2, 2020, and the following conditions of approval:

1. The applicant shall reposition the gondola base facility approximately 10' to the west in order to relocate the gondola plaza and ticket booth to the east of the facility.

2. Bicycle parking for the gondola shall be provided with Building Permit submittal. The Pathways Director shall approve the location and type of bicycle parking.

3. A phased approach to re-landscaping the existing parking lot to reclaim the central portion of the lot shall be used. The party and financial responsibility of such improvements shall be determined by Lease Agreements.

4. All extra days and hours that exceed the established hours of operation for the gondola shall be provided to the Town annually for review by the Planning Department.

5. Prior to the submission of any associated development permit the applicant shall finalize and sign all associated leases with the Town of Jackson for the operation of the proposed development.

6. The expiration date for this Conditional Use Permit shall be 2 years from the date of approval unless the use has been commenced or a physical development permit has been issued and is active for physical development needed to commence the use.

7. The applicant shall provide the Snow King Code of Conduct to Town staff for review and approval within 30 days of Council approval. The applicant shall include implementation strategies for how said code will be provided to participants and enforced by the applicant.

Item B – Zip Line: Based upon the findings as presented in the staff report and as made by the applicant for Item P20-128, I move to make findings 1-8 as set forth in Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations relating to 1) Compatibility with Future Character; 2) Use Standards; 3) Visual Impacts; 4) Minimizes adverse environmental impact; 5) Minimizes adverse impacts from nuisances; 6) Impact on Public Facilities; 7) Other Relevant Standards/LDRs; and 8) Previous Approvals for a Conditional Use Permit to **approve** a zip line facility located at 402 East Snow King Avenue, subject to the department reviews attached to this staff report dated July 2, 2020, and the following conditions of approval:

1. All extra days and hours that exceed the established hours of operation for outdoor recreation activities shall be provided to the Town annually for review by the Planning Department.

2. The cables for a zip-line shall be coated to limit noise from trolleys travelling down the cable.

3. The expiration date for this Conditional Use Permit shall be 2 years from the date of approval unless the use has been commenced or a physical development permit has been issued and is active for physical development needed to commence the use.

4. The applicant shall provide the Snow King Code of Conduct to Town staff for review and approval within 30 days of Council approval. The applicant shall include implementation strategies for how said code will be provided to participants and enforced by the applicant.

Item C – Pump House: Based upon the findings as presented in the staff report and as made by the applicant for Item P20-129, I move to make findings 1-8 as set forth in Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations relating to 1) Compatibility with Future Character; 2) Use

Standards; 3) Visual Impacts; 4) Minimizes adverse environmental impact; 5) Minimizes adverse impacts from nuisances; 6) Impact on Public Facilities; 7) Other Relevant Standards/LDRs; and 8) Previous Approvals for a Conditional Use Permit to **approve** a snow making pump house and associated infrastructure located at 90 East Snow King Avenue, subject to the department reviews attached to this staff report dated July 2, 2020, and the following conditions of approval:

1. Access around the pump house shall be maintained in this location as part of Phase 1 and a Building Permit is required.

2. Prior to Town Council approval, the applicant shall address the Town Engineer's comments in the Departmental Reviews and provide all relevant materials required for review prior to the public hearing.

3. The expiration date for this Conditional Use Permit shall be 2 years from the date of approval unless the use has been commenced or a physical development permit has been issued and is active for physical development needed to commence the use.

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June 30, 2020 DD/19-262-01

Town of Jackson Public Works
Jackson, WY

ATTN: Brian Lenz, Town Engineer
Re: Snow King Gondola CUP – Supplemental Information#2 regarding Water Supplies

Dear Brian:

This letter is to provide further information in regards to the water supply information originally submitted with the CUP for the Snow King Gondola and Zip Line Project.

The original submitted information included the following:

As part of the relocation of the snowmaking pump station, an 8 inch waterline loop is proposed to be installed in order to increase snow making capacity. Modeling results of the addition of this 8 inch loop to the Town's water system indicates that installation of the waterline loop can increase snow making capacity from the current 600 gallons per minute to up to 2400 gallons per minute. Modeling results indicate that snow making demands of 2400 gallons per minute at the new pump station location will result in a 20 psi delivery pressure at the pump house while also providing maximum day demands elsewhere in the zone at no less than 45 psi. The proposed waterline loop will extend along the east and south side of the Snow King Event Center, where it serves the pump station on the south side, and completes the loop on the west side of the events center and connects back to the 8 inch main near the current connection of the existing 6 inch service. All water use, including snow making and irrigation, on the proposed loop will be metered.

Additionally, a supplement was provided on April 10, 2020 that included the following:

To supplement and provide greater understanding about Snow King's intent with the information submitted, please consider the following:

Snow King's operation relies heavily on snowmaking. Natural snowfall has historically been insufficient, particularly in early season, to enable the Resort to provide skiing services without supplemental snow via snow making. Early season skiing at Snow King is important for not only Snow King's business and is also critical to the Jackson Hole Ski Club and local ski programs, but it also provides additional benefit to other business in the community by attracting other skiers and ski teams that desire a location for early season training. That said, it is Snow King's desire to improve their snow making capacity by increasing water supply. More water means more snow (as long as weather is cold enough). And more water enables snow to be put down on the ground faster.

It should be understood that snow making at Snow King essentially occurs for approximately 6 weeks and typically occurs from mid-October to the end of December when temperatures are suitably cold for productive snow making. It should also be understood that this period of snow making is outside of the peak water demand season for the Town of Jackson (late spring, summer, and early fall, when locals are using water for irrigation and

when the Town population is at its peak with tourists and second homeowners). Because snow making is occurring off the seasonal peak, and also often at night when domestic demands are also low, the Town's system's capacity is capable to provide Snow King with additional water flow for snow making beyond the 600 gpm currently supplied.

The addition of a new 8-inch water main, and potential loop around the ice rink, is proposed under the CUP. It is a necessity to move the existing pump station in order to install the gondola as currently proposed. Installing a larger capacity service line while relocating the pump station is proposed in order to allow for more snow making capacity within the water service. The preliminary water modeling results, attached, can be further evaluated with Town Engineering and Water Department to better understand the capacity of the Town's system to provide additional supply. This further analysis should include not only calibration of the piping network's hydraulics, but also the demands within the zone that coincide with the time that snow making is occurring. Although the information within the CUP indicates that flows for snow making may be acceptable up to 2400 gpm, it is understood that the proposed new pump station, water supply piping, and metering will ultimately be designed, following CUP approval, to be within an acceptable supply range that the Town water distribution can accommodate while also, of course, meeting all other demands on the system including fire flows.

Finally, it should be noted that Nelson Engineering and Snow King have evaluated other alternatives to provide additional snow making water supply. The alternatives evaluated include drilling a well at the base of Snow King;, re-use of the Town thaw well in Karns Meadow and re-implementation of the previously installed dedicated snow making transmission pipeline from Karns to Snow king; and even the possibility of a new well for snow making supply in Leeks Canyon on the south side of Snow King. These evaluations concluded that Snow King is best served, at least at present, by asking the Town to provide additional water supply, potentially up to 2400 gpm. However, at this time, Snow King simply is asking for the CUP to be approved with concurrence by the Town that additional supplies can be provided, with the flow rate of the additional supply be determined and approved with Town Engineering and Water Department concurrence during the construction permit process.

Following receipt of this information, discussions with you, and extensive further analysis and consideration, it has been determined that an 8-inch pipe loop around the Snow King Center is no longer recommended, and rather, a single 12-inch pipeline to serve the new Exhibition Pump station is instead recommended. This conclusion is supported by the results of the town system hydraulic water model. The reasons behind this conclusion are also informed by consideration of the questions and information requests that were posed by you. These questions/requests you asked and answers follow:

a. ***Existing snow making areas and corresponding volumes of water used and in what timeframe. Identify the supply zone.***

Existing snowmaking occurs on the Rafferty slopes, Old Man Flats, Grizzly, Elk and Cougar ski runs within the ski area totaling about 90 acres. Snow making, as stated above, occurs generally between mid-November and mid-January. Corresponding volumes of water during this period range between 14MG (million gallons) and 21MG. These volumes are the sum of water used at both the Rafferty snowmaking station and the exhibition snow making station for Nov-Jan. Water is supplied from both Zone 1 and Zone 2 of the towns distribution system.

b. ***Proposed snow making areas and proposed volumes of water needed and in what time frame. Identify the supply zone.***

Proposed snowmaking will continue on the slopes already receiving snowmaking and will be expanded to additional existing ski runs and to ski runs that may be created upon approval of the USFS for a total of about 240 acres to receive snowmaking. Volumes of water needed will vary with temperatures and natural snowfall but are forecasted to be in the range of 40MG to 60MG (compared to current 14MG to 21MG). Water supply will draw from both Zone 1 and Zone 2 of the town's distribution system.

c. ***Hydraulic analysis of the existing supply system including hydrant flow testing and calibration of the model.***

A hydraulic model of the existing Town system is provided illustrating system at Peak Hour Demands (summer), pressures, pipe sizes and velocities in the pipes. Time did not allow calibration/verification of the model results as of the writing of this report. However, field measurements of static pressures and residual pressures, will be taken within the next week and provided to you. It should be noted, that the water model being used for this analysis is the current model that is being used for the Town Water System Capacity Study and for the Zone 3 Tank Study and should, therefore, be considered as reliable to within acceptable tolerances.

d. ***Hydraulic analysis for the system with upgrades to 10- or 12-inch pipe back to the Kelly Avenue Supply Line, or other relevant supply line.***

Hydraulic analysis has been performed for many scenarios. This letter presents three of the most pertinent scenarios as follows (see attached corresponding maps):

1. Town of Jackson at Peak Hour (during Summer months)
2. December Demands + 2000gpm + 800gpm snowmaking (2000gpm at Exhibition, 800 at Rafferty)
3. December Demands + 2500gpm + 800gpm snowmaking (2500gpm at Exhibition, 800 at Rafferty)

These analyses indicate that pressures throughout town meet required minimum of 35psi. Scenarios 1 and 2 resulted in acceptable velocities in all pipes throughout the system. Scenario 3 produced acceptable pressures (35 psi min) but resulted in velocities exceeding 8 fps in the 8-inch waterline that is located between South Cache Street and the service line to the proposed Exhibition Pump Station. Therefore, the model of scenario 3 is presented to illustrate an upgrade to that existing 8-inch main to a proposed 12-inch main. Doing so reduces velocities in this pipe, during snow making at 2500 gpm at the Exhibition pump station to an acceptable level below 8 fps. Please note that to provide suitable suction side pressure to the pumps at the proposed exhibition pump station and to reduce velocities in the line, the supply line is now proposed to be a 12-inch pipe.

e. ***Hydraulic analysis that considers higher demands throughout the system (specifically high points in the system) and fire demands on the system during snow making operations.***

The presented water model results consider higher demands throughout the system and at high elevation points on the system for the three scenarios that were analyzed. Please review the attached maps for results information.

This analysis considered the affects that snowmaking will and would have on the Town distribution system's ability to provide fire flows. It was determined, by running the models (with fire suppression flows of up to 3000gpm), that the town system will be strained if snow making is occurring when water supply is needed for fire fighting purposes. Fire flow models are not included in order to reduce the burden of review, but can be provided if necessary. However, for further understanding, it is noted that the models with fire flow indicate that system pressures at high points are too low, and that velocities in certain pipes are unacceptably high when there are fire flows and snow making occurring simultaneously).

To address this issue with the system, **Snow King Mountain Resort proposes to fully automate the snowmaking systems (at both Rafferty and at Exhibition) to shut down during a low-pressure occurrence that would most likely occur during a fire fighting event.** Automating the shut down is straightforward. Pressure gages will be constantly measuring incoming pressure to the suction side of the snowmaking pumps. Incoming supply pressure during non-firefighting events will exceed 25psi. If pressures fall below 25 psi an automated signal will be sent to the snowmaking pump drives to shut down pumping so that the snow making supply will be discontinued such that water being used for snowmaking will immediately be available to other uses (particularly firefighting).

f. ***Provide a map showing velocities in pipes, pressures and demands at analyzed nodes. Identify the supply zone for the all of the snow making systems on the mountain.***

Maps are attached.

g. ***If approved, additional controls or line upgrades may be required to maintain adequate service to the town.***

Snow King Mountain Resort is offering to implement additional controls to maintain adequate service to town (see *e.* above). Automated shut down in the event of low system pressure offers a distinct assurance that snowmaking will not adversely affect the distribution system's ability to provide supply for firefighting needs, or potentially other unusually high demands in the system.

Also, in terms of considering adequate service to Town, it is helpful to compare summer water use with winter use including snow making (both existing and proposed). The Town provided Nelson Engineering with metered water use data. NE has tabulated and summarized the metered data for all of town during the 2017 summer months from June through August. The total volume of water used was 424 million gallons (MG). During the snowmaking period from November through January, NE summarized the total use in town for the years 2016-2017, 2017-2018, and 2018-2019. Total volume of water used during those periods ranged between 121MG to 135MG. These summaries conclude that snow making months use is only between 30% and 35% of use during summer months. With the increased supply requested,

the winter month period from November through January will still result in less than 40% of water being used than during the summer period of June through August.

Water Use Comparison Table

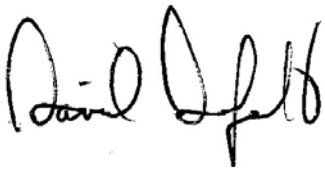
Existing 2017 June-Aug	Existing Winter Nov-Jan (2017-2019)	Proposed Winter Nov-Jan (estimated)
424 MG	121 MG – 135 MG	161 MG – 195 MG

In conclusion, it is important to note that, as stated originally, Snow King is seeking more supplies in order to improve the speed upon which they can put snow on the ski slopes. More water provides the ability to maximize snow making when air temperatures are suitable. As such, Snow King would ideally be granted the ability to increase supply to the proposed Exhibition Pump Station from the current 600gpm to 2500gpm. To do so, Snow king would implement the automated shut down in event of low pressure as well as upgrade the 8-inch pipe to a 12-inch pipe from South Cache to the service point, and install a 12-inch pipeline to the new pump station.

Alternatively, if the Town is willing to provide additional supplies, but prefers to not step up supplies to as high as 2500gpm, Snow King would request that the Town commit to an increase in supply to the proposed Exhibition Pump Station from the current 600gpm to 2000gpm. In this case, Snow King proposes to implement the automated shut down in event of low pressure and to install a 12-inch pipeline (as opposed to the originally proposed 8-inch loop around the rink) up to the new pump station from the existing 8-inch line.

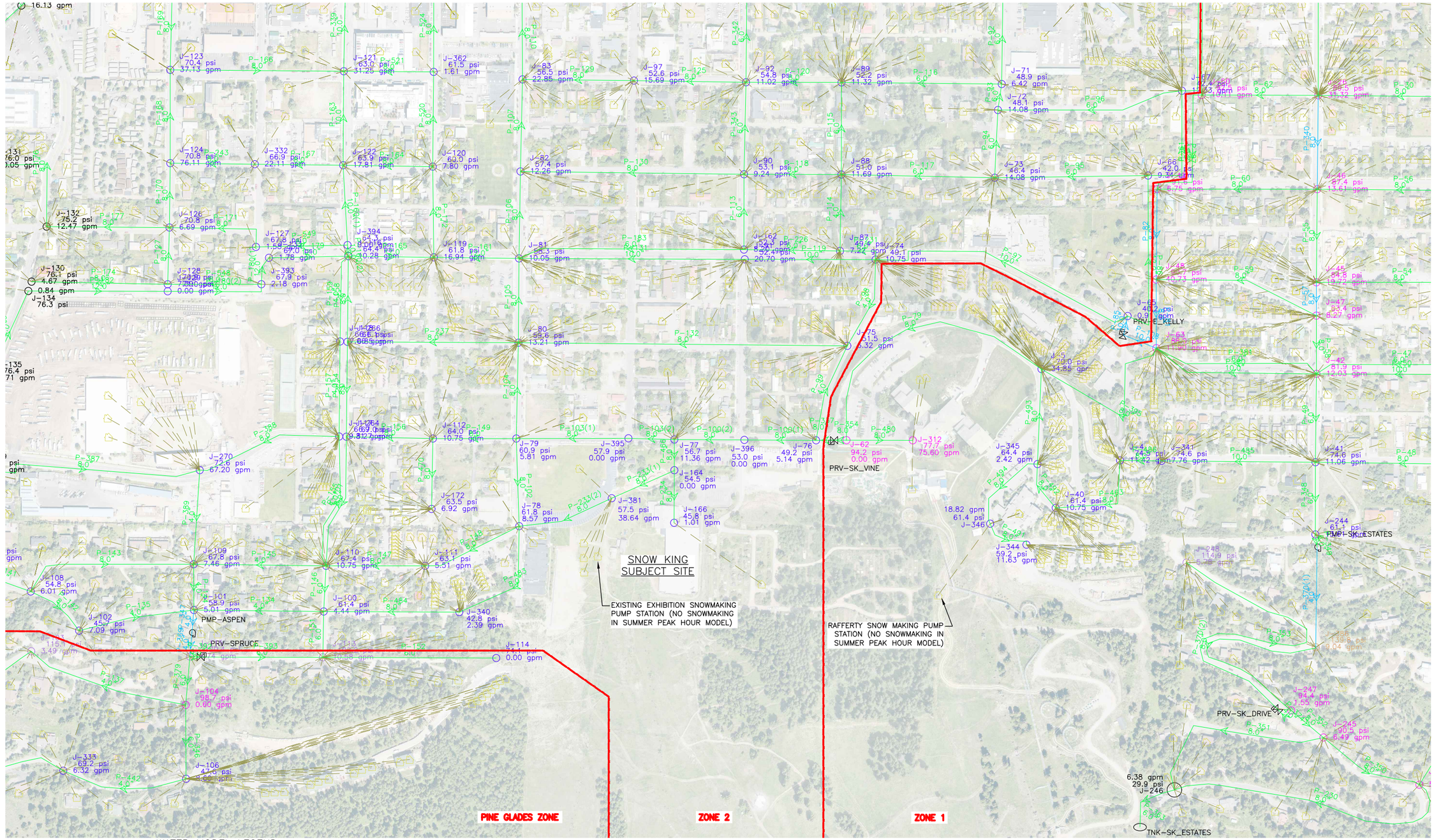
Please let me know if you have any questions.

Sincerely,



Dave Dufault, PE
Senior Project Manager

Encl.
cc. Ryan Stanley



WATER MODEL LEGEND

- SERVICE METER
- SERVICE LINE TO NEAREST JUNCTION

PIPE VELOCITIES < OR = TO:

- 2.00 FT/S
- 4.00 FT/S
- 6.00 FT/S
- 8.00 FT/S

JUNCTION PRESSURES < OR = TO:

- 20.00 PSI
- 35.0 PSI
- 75.0 PSI
- 100.0 PSI
- 125.0 PSI
- 150.0 PSI

SCENARIO 1 PEAK HOUR DEMAND

SCALE: 1" = 400' (11X17)

0 200 400

N E

SCENARIO 1 DESCRIPTION

SCENARIO 1 REPRESENTS A PEAK HOUR SUMMER DEMAND. THIS SCENARIO IS REPRESENTED WITH FLOW DEMANDS FROM AUGUST 2019 PROVIDED BY THE TOWN OF JACKSON AND A PEAK HOUR FACTOR OF 1.5 BASED ON WELL PRODUCTION DATA PROVIDED BY THE TOWN OF JACKSON. ALL WELLS ARE MODELED AT DESIGN CAPACITY FLOW. THIS IS EXISTING CONDITIONS, NO MODIFICATIONS.

	DATE	30 JUNE 2020	REV.
	SURVEYED		
	ENGINEERED		
	DRAWN	BO	
	CHECKED	DD	
	APPROVED	DD	

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

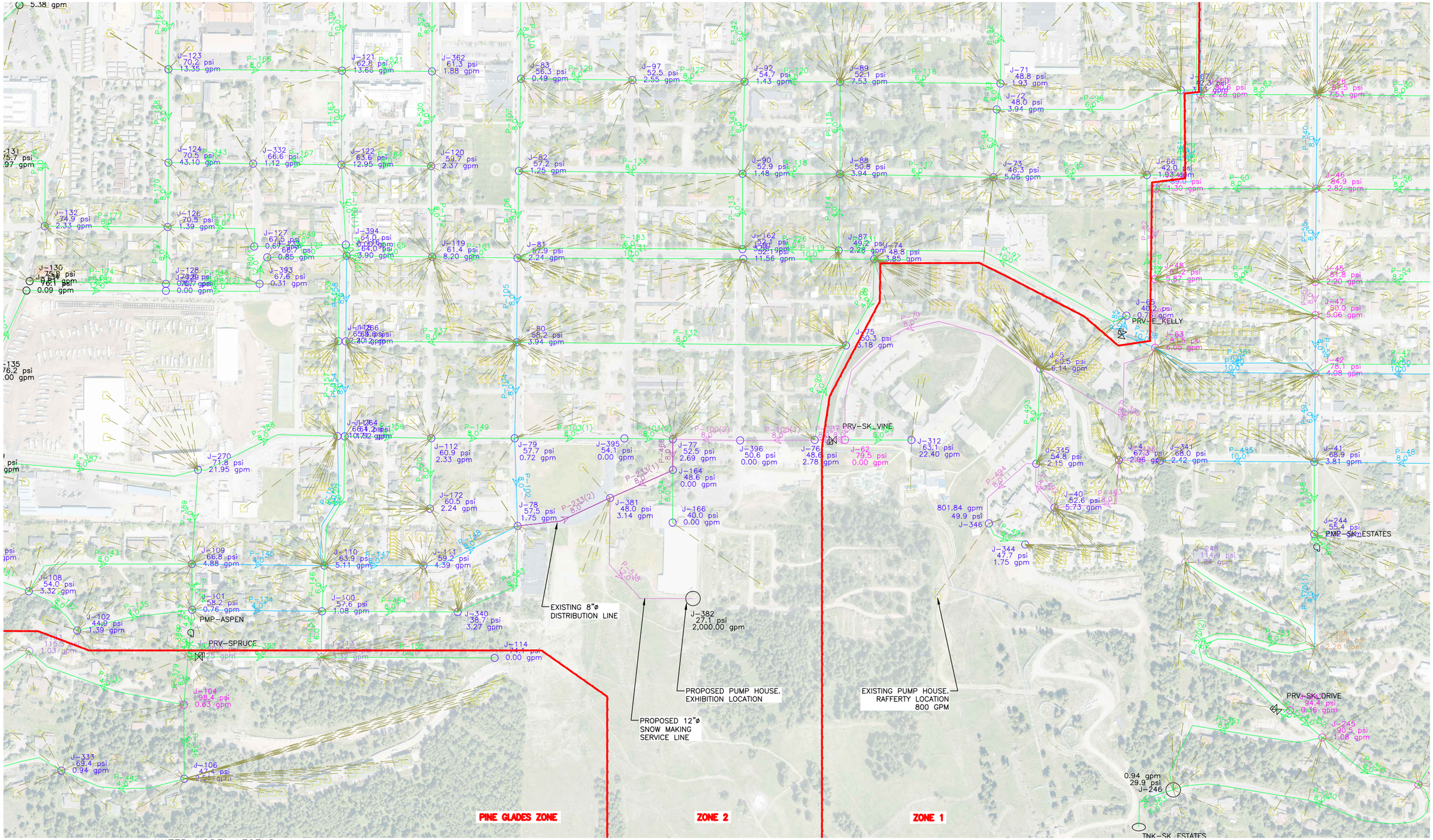
DRAWING TITLE: SCENARIO 1 SNOW KING EXISTING PEAK HOUR DEMAND

JOB TITLE: SNOW KING MOUNTAIN RESORT 2020 IMPROVEMENTS JACKSON, WY

DRAWING NO: 1

JOB NO: 19-262-01

S:\Proj\2019\262-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\WATER MODEL\SCENARIO 1 SNOW KING Max Day Demanding (SCENARIO 1) - Jun 30 2020 02:27:27 pm PLOTTED BY dolson DWG FORMAT: ANSI D



WATER MODEL LEGEND

SERVICE METER

SERVICE LINE TO NEAREST JUNCTION

PIPE VELOCITIES < OR = TO:

- 2.00 FT/S
- 4.00 FT/S
- 6.00 FT/S
- 8.00 FT/S

JUNCTION PRESSURES < OR = TO:

- 20.00 PSI
- 35.0 PSI
- 75.0 PSI
- 100.0 PSI
- 125.0 PSI
- 150.0 PSI

SCENARIO 2 SNOW KING PROPOSED WATER PLAN

SCALE: 1" = 400' (11X17)

0 200 400

N E

SCENARIO 2 DESCRIPTION

SCENARIO 2 REPRESENTS A PEAK HOUR WINTER DEMAND. THIS SCENARIO IS REPRESENTED WITH FLOW DEMANDS FROM DECEMBER 2017 PROVIDED BY THE TOWN OF JACKSON AND A PEAK HOUR FACTOR OF 2.0 BASED ON WELL PRODUCTION DATA PROVIDED BY THE TOWN OF JACKSON. ALL WELLS ARE MODELED AT DESIGN CAPACITY FLOW. A 12"ø SERVICE LINE IS PROPOSED TO PROVIDE SNOW KING WITH 2,000 GPM FOR SNOWMAKING.

DATE	30 JUNE 2020	REV.
SURVEYED		
ENGINEERED		
DRAWN	BO	
CHECKED	DD	
APPROVED	DD	

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

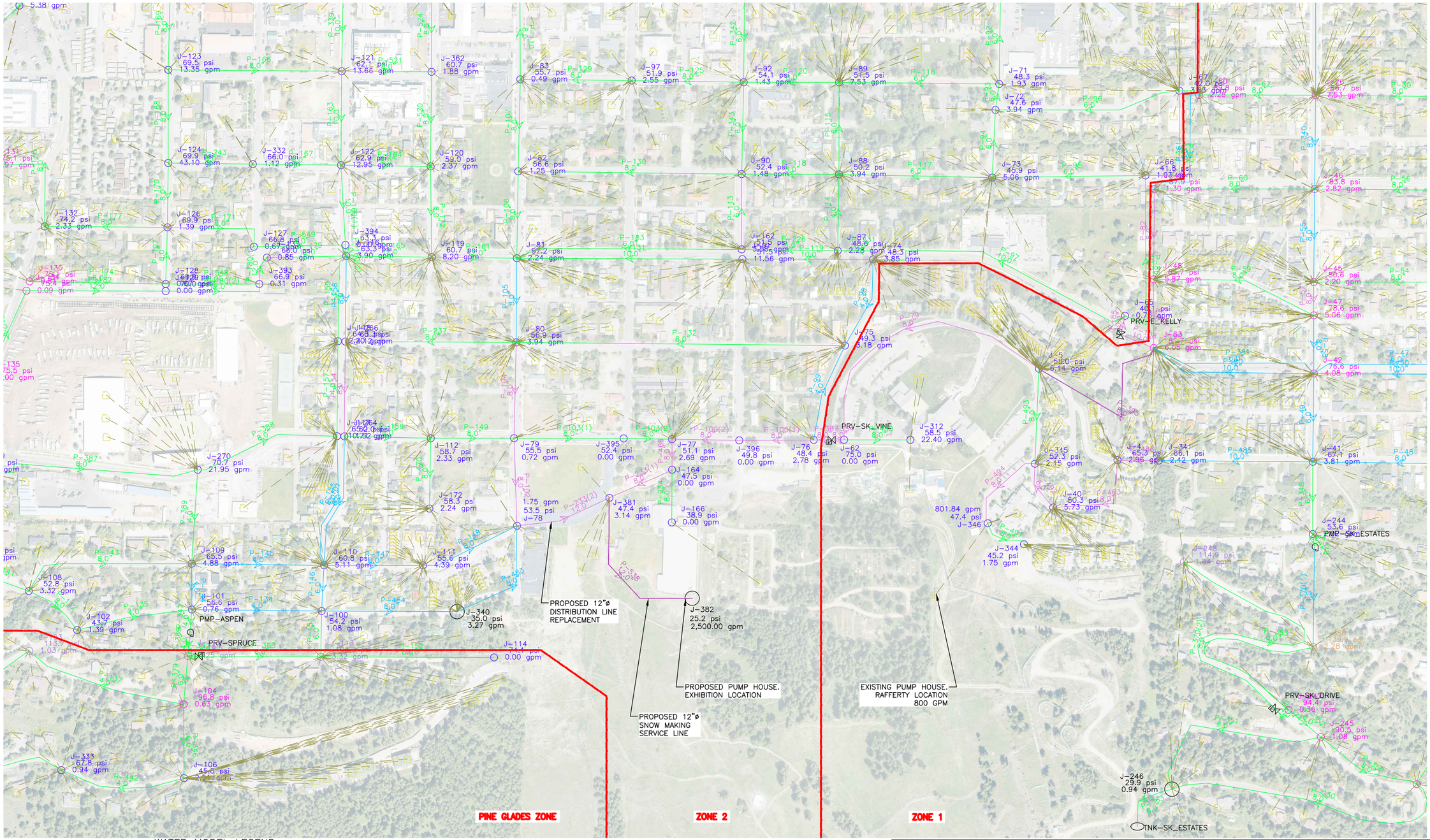
DRAWING TITLE: SCENARIO 2 SNOW KING PROPOSED WATER PLAN

JOB TITLE: SNOW KING MOUNTAIN RESORT 2020 IMPROVEMENTS JACKSON, WY

DRAWING NO 2

JOB NO 19-262-01

S:\Proj\2019\262-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\WATER MODEL\SCENARIO 2 - SNOW KING WATER MODEL.dwg [SCENARIO 2] - Jun 30, 2020 - 8:18:58 pm PLOTTED BY: dison DWG FORMAT: D30



WATER MODEL LEGEND

SERVICE METER

SERVICE LINE TO NEAREST JUNCTION

PIPE VELOCITIES < OR = TO:

- 2.00 FT/S
- 4.00 FT/S
- 6.00 FT/S
- 8.00 FT/S

JUNCTION PRESSURES < OR = TO:

- 20.00 PSI
- 35.0 PSI
- 75.0 PSI
- 100.0 PSI
- 125.0 PSI
- 150.0 PSI

SCENARIO 3 SNOW KING PROPOSED WATER PLAN

SCALE: 1" = 400' (11X17)

0 200 400

N E

SCENARIO 3 DESCRIPTION

SCENARIO 3 REPRESENTS A PEAK HOUR WINTER DEMAND. THIS SCENARIO IS REPRESENTED WITH FLOW DEMANDS FROM DECEMBER 2017 PROVIDED BY THE TOWN OF JACKSON AND A PEAK HOUR FACTOR OF 2.0 BASED ON WELL PRODUCTION DATA PROVIDED BY THE TOWN OF JACKSON. ALL WELLS ARE MODELED AT DESIGN CAPACITY FLOW. A 12"ø WATER MAIN IS PROPOSED TO REPLACE AN EXISTING 8" WATER MAIN AT THE INTERSECTION OF S CACHE ST. AND PHIL BAUX PARK PARKING LOT ALONG WITH A PROPOSED 12"ø SERVICE LINE TO PROVIDE SNOW KING WITH 2,500 GPM FOR SNOWMAKING.

DATE	30 JUNE 2020	REV.
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ENGINEERED		
DRAWN	BO	
CHECKED	DD	
APPROVED	DD	

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

DRAWING TITLE: SCENARIO 3 SNOW KING PROPOSED WATER PLAN

JOB TITLE: SNOW KING MOUNTAIN RESORT 2020 IMPROVEMENTS JACKSON, WY

DRAWING NO: 3

JOB NO: 19-262-01

S:\Projects\2019\262-01 Snow King Summit Condos Improvements\4-0 Drawings\Civil\WATER MODEL\SCENARIO 3 SNOW KING 12 INCH REPLACEMENT.dwg ~ Jun 30, 2020 - 08:37 pm ~ PLOTTED BY: dson ~ DWG FORMAT: 23.0

Snow King Mountain Resort – Town of Jackson Operating Plan

Hours of Operation

Generally, for Snow King Mountain to succeed with its business offerings, all activities need to be available to guests at the same time so that guests can experience the full range of activities as part of their visit, regardless of the time they choose to visit. Therefore, it can be expected that all activities may be open during the hours of operation listed below during both summer and winter.

Summer Hours of Operation:

Lifts and Activities:
(Mountain Coaster, Rafferty Zip-line, Alpine Slide, Miniature Golf, Maze, Bungee Trampoline, Summit Gondola and Rafferty Lift)

May 15 to June 14:	10:00am – 5:00pm
June 15 to August 15:	10:00am – 9:00pm
August 16 – October 16:	10:00am – 5:00pm

The hours of operation listed above will ensure a quiet time in the morning for cemetery visitors and burials into the future.

Up to 5 days of one additional hour either later or earlier to accommodate special groups, gatherings, or events are allowed as part of this operating plan. Snow King has proposed to shut down for pre-planned events at the Aspen Hill Cemetery for a similar number of days and time.

The Kings Grill (restaurant located at the base of the Rafferty Lift) will operate 10:00am – 9:00pm and close no later than 10:00pm for gatherings in the space.

Restaurant and Special Events – Summer
At the time a new facility at the summit of the mountain is constructed, or at the time of completion of the proposed observatory at the summit, the gondola would be allowed to operate without restriction until 10:00pm. After 10:00pm, the summit facilities would use blackout curtains or other means of blocking light to prevent light pollution from any buildings. Fully shielded red outdoor lights would be used for pedestrian safety to load and unload the gondola after 10:00pm to service the proposed observatory and restaurant at the summit. This situation would be used to mitigate both stargazing and any events or gatherings at a new restaurant facility. The gondola would operate as needed until 1:00 am to serve stargazing gatherings at the summit and events at the restaurant. The Town interprets this to mean that gondola operations after 10:00 p.m. will be limited to stargazing and other special events like weddings or other group events but not open to the general public for normal restaurant operations. Ultimately, design elements of the building combined with operating plans to minimize light pollution would seek to create a situation whereby any events or gatherings at

night would be minimally visible from the Town below.

Winter Hours of Operation:

Lifts and Activities:
(Rafferty Lift, Cougar Lift, Magic Carpets, Summit Gondola, Tubing, Mountain Coaster)

November 1 – December 10:	9:00am – 6:30pm
December 11 – April 15:	9:00am – 9:00pm

Lighting

Prior to the construction of a new gondola it is anticipated that night skiing lights would be turned off no later than 8:00 pm following ski patrol sweep of the mountain. Following the construction of new facilities, night skiing hours may be extended with lights to be turned off no later than 10:00 pm following ski patrol sweep of the mountain. Typically, lights are left on for one hour following close to allow for the ski patrol to sweep the mountain in a safe lighted environment, and to have the opportunity to react in the event of an injured or lost skier.

Restaurant and Special Events - Winter

At the time a new gathering facility at the summit of the mountain is constructed, or at the time of completion of the proposed observatory at the summit, it is proposed that the gondola would operate until 10:00pm to serve the restaurant. After 10:00pm, the summit facilities would use blackout curtains or other means of blocking light to prevent light pollution from any buildings. Fully shielded red outdoor lights would be used for pedestrian safety to load and unload the gondola after 10:00pm to service the proposed observatory at the summit. The gondola would operate as needed until 1:00am to serve stargazing gatherings at the summit observatory. In winter time it is not anticipated that stargazing will take place past 11:00pm at night; however, in the spring and fall months stargazing events would likely go later in the evening. As with summertime operations, the Town interprets this to mean that gondola operations after 10:00 p.m. will be limited to stargazing and other special events like weddings or other group events but not open to the general public for normal restaurant operations. With light mitigation measures in place this activity should have minimal impact upon dark skies or the visibility of activity at the top of the mountain.

During the winter months it is anticipated that snowmaking may occur starting as early as late October and lasting as late as January. With increased water capacity associated with the gondola improvement project it is anticipated that snowmaking will get done faster than in the past, minimizing the duration of impacts associated with this activity.

Maintenance Hours of Operation

Maintenance hours of operation shall be addressed in the future as part of the Conditional Use Permit review for the relocation of Mountain Operations to this area.

Ticketing Booth

The Ticket booth associated with the gondola shall not be operational more than half an hour prior to opening of facilities to the public.

Aspen Hill Cemetery

As part of this operating plan Snow King Mountain will work cooperatively with the Aspen Hill Cemetery. At the request of the Town's Cemetery Sexton Snow King Mountain Resort shall cease all recreational uses and noise in the vicinity of the cemetery for the duration of a specified service. The Cemetery Sexton shall provide Snow King Mountain Resort with a minimum of 48 hours advanced notice for each cemetery service which requires pausing recreational activities in the vicinity of the cemetery. However, Snow King reserves the right to request an alternate service time when a previous large booking or event has been planned in advance.

Snow King Mountain Code of Conduct

As part of this operating plan Snow King Mountain intends to develop a new code of conduct for visitors to convey an understanding of their place within the community and impacts associated with their visit. This code of conduct will incorporate environmental awareness, encourage limiting noise, and generally seek to incorporate existing community best practices for guests as an educational strategy to limit the impact of their visit. This code of conduct will be incorporated into marketing materials, signage, and into advance communication with guests at the time of online activity booking. While it cannot be expected this tactic will eliminate spontaneous screams of joy from guests on certain activities, we hope it will provide guests a better understanding of their environment, the concerns of the community, and potentially reduce excessive noise associated with people having fun outdoors.

Design Considerations

A wide variety of design considerations will be incorporated into all future activities and facilities that seek to minimize visual and noise impact within and outside the resort district. Some of the design elements discussed with proposed projects to date are listed below; however, as new opportunities arise for mitigation as part of any new construction, they will be added to this list.

- Tree planting along the eastern property border of Snow King Mountain private property to screen visual impacts and noise associated with activities in the Rafferty Center.
- Zip-lines will be designed to minimize noise through the purchase of trolleys designed to minimize noise travelling down the cable and through the purchase of a catchment system at the base that minimizes noise as riders come to a stop. A variety of trolley systems exist that make substantial noise and Snow King will work with the manufacturer to purchase the quietest possible version. Most large zip-lines use spring catchment systems that make substantial noise upon impact to stop

riders coming into the platform. Snow King has worked with the manufacturer to obtain a catchment system that eliminates the spring system and uses a quiet mechanism for slowing and stopping riders.

- If possible, coated cable will be procured to additionally limit noise from trolleys travelling down the cable.
- Mature trees will be planted around the top and bottom stations of the zip-line to minimize visual impacts associated with the activity and help blend it into the natural environment.
- The gondola will be designed with a top drive (motor and drive system located at summit of the mountain) so that noise at the base area terminal will be minimized.
- Snowmaking water capacity will be increased so that snowmaking operations can be completed faster minimizing impacts associated with this critical component of winter operations.

Together the aforementioned hours of operation, code of conduct, and facility design considerations seek to balance the goal of creating a vibrant mixed-use resort district, as directed in the Teton County Comprehensive Plan, with the desire to minimize environmental impacts associated with the resort district. It is anticipated that this operating plan will be amended over time to reflect the changing nature of Snow King Resort and the community within Jackson Hole.

May 22, 2020

Ryan Stanley
Vice President
Snow King Mountain Resort
Jackson, WY 83001

Tyler Sinclair
Town of Jackson Community Development Director
PO Box 1687
Jackson, WY 83001

RE: Gondola & Zip-Line CUP Additional Information for Planning Commission

Dear Tyler,

This letter seeks to provide additional information in response to questions raised at the May 6th planning commission meeting with respect to a draft operating plan, excerpts from the Snow King Draft Environmental Impact Statement (EIS), locations of proposed zip-lines on USFS Land, further information on the Cougar lift, and additional engineering information.

Attached with this letter is a draft operating plan that incorporates elements discussed at the planning commission meeting and included in the Conditional Use Permit application submission. This draft operating plan incorporates a number of noise and visual mitigation elements that were discussed with the planning commission including limits on operating hours to accommodate the cemetery, design considerations for the zip-line to have trolleys with coated wheels to minimize noise when travelling on the cable, a catchment system for the zip-line that minimizes noise, visual screening of activities on the eastern boundary of the resort, location of the drive terminal of the new gondola at the top of the mountain to minimize noise at the base area, a guest code of conduct, and design considerations for a new building at the top of the mountain that will minimize visual impacts from operations at night to serve the proposed observatory.

A summary of environmental impacts associated with each alternative in the Snow King Draft EIS is attached in addition to a map that shows the proposed projects associated with this EIS, including zip-lines. This summary provides a quick view of the in-depth environmental analysis found in the complete Draft EIS document which is available online at the Bridger Teton National Forest website.

It has become clear that the preferred outcome for race training as part of this proposal is to relocate the base of the Cougar lift approximately 250 feet up the hill. Snow King Mountain and the Jackson Hole Ski and Snowboard club are working together to make this change associated with the installation of the gondola.

The 2018 Resort District Master Plan review which initially included a proposal to relocate the gondola at street level in the existing parking lot of Phil Baux Park would have been the most cost-effective design for the resort to preserve the Cougar lift, minimize grading expenses at the base of the mountain, while maintaining the maximum

amount of green open space at the base of the mountain. However, this location for the gondola was ultimately not approved as part of the Town review process. The next best location for the gondola was approved as part of the 2020 Resort District Master Plan proposal where the Cougar lift currently sits. As this change was detrimental to the operations of the Ski and Snowboard Club, a surface lift on the west side of the resort was considered as an alternative alongside relocation of the Cougar lift. Ultimately, preservation of the Cougar lift was deemed the best option by the Ski and Snowboard Club.

While this outcome has changed the project design and cost substantially, Snow King Mountain is willing to support this relocation of the Cougar lift as a positive solution for both the Ski and Snowboard Club as well as the community. The relocation of the Cougar lift has a number of benefits including the elimination of the 40ft tower number 4, preservation of access to the mid-mountain, and easy access for race training immediately outside the Lodge Room and Ski and Snowboard Club offices. The primary downside of this option is simply the additional cost, as it would have limited impact to a future building expansion to the west of the ice rink, and it retains a relatively wide-open space at the base of the mountain. The relocation of the Cougar lift would be undertaken at the same time as the installation of a new gondola.

To address comments from the Town Engineer, attached with this letter is a map showing the full length of the gondola and proposed new access road. Please recognize that the USFS has not made a determination on the final road alignment shown on this map. Also attached is a heatmap showing grading limits and the magnitude of cuts and fills. Where documented access is not provided to or around the event center or gondola, easements granting the Town access, including for vehicles and equipment, will be provided in conjunction with the building or grading permits for the Gondola. Prior to presenting to Town Council for approval, a map will be provided showing all the easements and agreements for the impacted properties and references to their relevant documents and a visual impact analysis that shows the entire length of the gondola will be provided.

Sincerely,



Ryan Stanley

Snow King Mountain Resort - Town of Jackson Operating Plan

As designated in the Teton County Comprehensive Plan, Snow King Resorts location within the Town Commercial Core Zone sits within the "economic hub of Teton County." The future goal of the Comprehensive Plan for this zone is to "create a vibrant pedestrian-oriented mixed-use district with a variety of non-residential uses. A key component of achieving this goal will be to have visitors and residents visit the area more often and stay longer by increasing the availability of lodging and residential units and creating a vibrant Retail Shopping District." Specifically, with respect to Snow King Resort, the Comprehensive Plan seeks to "create a vibrant mixed-use resort complex, including a multi-faceted conference/convention center and community facility that contributes to the economy of Downtown and also serves as a permeable border between the Town and Snow King Mountain." Furthermore, the Comprehensive Plan states that "it will be important to create a more visible and attractive base area along Snow King Avenue to attract residents and visitors to the many amenities and recreational opportunities found there."

The 2020 Snow King Resort District Master Plan is an extension of the vision set forth in the Teton County Comprehensive Plan with a variety of lodging, commercial, residential, and recreational uses that will create a vibrant resort district and economic hub for Teton County. Snow King Resort recognizes that for these diverse uses to coexist in harmony and in close proximity, a broad set of guidelines must be established to ensure the impacts of one use do not substantially impact other uses. Furthermore, the Resort recognizes that certain uses may have impacts beyond the Resort District and Commercial Core Zone of the Comprehensive Plan. As such, Snow King Mountain Resort seeks to establish a clear operating plan with the Town of Jackson that seeks to strike a balance between recreational activities that may have impacts outside the Resort District, the goal of creating a vibrant economic and activity hub in the heart of Teton County, and the residential neighborhoods outside the Commercial Core Zone.

The following operating plan focuses primarily on the hours of operation for the various activities at Snow King Mountain in order to limit the impacts of these activities on the neighboring community. In addition to these limited hours of operation, which in the past have not existed, Snow King Mountain Resort seeks to establish a code of conduct for resort guests that will help to encourage respectful behavior, and to incorporate design elements into new facilities that will minimize outside impacts on the community. It must be noted that these limitations may have a negative impact on the economic success of Snow King Mountain in the future, and in some cases come at a very high cost to the business. Furthermore, in the 2020 Snow King Resort Master Plan, Snow King Mountain was required to operate a minimum number of hours during the winter months to guarantee the community access to skiing. Snow King Mountain seeks to do its part as a good neighbor while both achieving the vision of the Teton County Comprehensive Plan as a vibrant successful economic driver, while minimizing impacts on surrounding neighborhoods.

Hours of Operation

Generally, for Snow King Mountain to succeed with its business offerings, all activities need to be available to guests at the same time so that guests can experience the full range of activities as part of their visit, regardless of the time they choose to visit. Therefore, it can be expected that all activities may be open during the hours of operation listed below during both summer and winter.

Summer Hours of Operation:

Lifts and Activities:
(Mountain Coaster, Rafferty Zip-line, Alpine Slide, Miniature Golf, Maze, Bungee Trampoline, Summit Gondola and Rafferty Lift)

May 15 to June 14:	10:00am – 5:00pm
June 15 to August 15:	10:00am – 9:00pm
August 16 – October 16:	10:00am – 5:00pm

In the past, summer activities at Snow King have operated from 9:00am to after 9:00pm. The restricted operating hours above have been adopted in recent years to provide a quiet time in the morning for the neighboring Aspen Hill Cemetery. The hours of operation listed above will ensure a quiet time in the morning for cemetery visitors and burials into the future.

The dates listed above are approximate and intended to accommodate starting longer hours on a Saturday and ending longer hours on a Sunday.

Up to 5 days of one additional hour either later or earlier to accommodate special groups, gatherings, or events are requested as part of this operating plan. Snow King has proposed to shut down for pre-planned events at the Aspen Hill Cemetery for a similar number of days and time.

The Kings Grill will operate standard restaurant hours of operation during the summer months and close no later than 10:00pm for gatherings in the space.

At the time a new facility at the summit of the mountain is constructed, or at the time of completion of the proposed observatory at the summit, it is proposed that the gondola would operate without restriction until 10:00pm. After 10:00pm, the summit facilities would use blackout curtains or other means of blocking light to prevent light pollution from any buildings. Fully shielded red outdoor lights would be used for pedestrian safety to load and unload the gondola after 10:00pm to service the proposed observatory and restaurant at the summit. This situation would be used to mitigate both stargazing and any events or gatherings at a new restaurant facility. The gondola would operate as needed until 1:00am to serve stargazing gatherings at the summit and events at the restaurant. Ultimately, design elements of the building combined with operating plans to minimize light pollution would seek to create a

situation whereby any events or gatherings at night would be minimally visible from the Town below.

Winter Hours of Operation:

Lifts and Activities:
(Rafferty Lift, Cougar Lift, Magic Carpets, Summit Gondola, Tubing, Mountain Coaster)

November 1 – December 10:	9:00am – 6:30pm
December 11 – April 15:	9:00am – 9:00pm

Prior to the construction of a new gondola it is anticipated that night skiing lights would be turned off no later than 8:00pm following ski patrol sweep of the mountain. Following the construction of new facilities, night skiing hours may be extended with lights to be turned off no later than 10:00pm following ski patrol sweep of the mountain. Historically, night lighting has been in operation for night skiing until after 9:00pm. Typically, lights are left on for one hour following close to allow for the ski patrol to sweep the mountain in a safe lighted environment, and to have the opportunity to react in the event of an injured or lost skier.

At the time a new gathering facility at the summit of the mountain is constructed, or at the time of completion of the proposed observatory at the summit, it is proposed that the gondola would operate until 10:00pm to serve the restaurant. After 10:00pm, the summit facilities would use blackout curtains or other means of blocking light to prevent light pollution from any buildings. Fully shielded red outdoor lights would be used for pedestrian safety to load and unload the gondola after 10:00pm to service the proposed observatory at the summit. The gondola would operate as needed until 1:00am to serve stargazing gatherings at the summit observatory. In winter time it is not anticipated that stargazing will take place past 11:00pm at night; however, in the spring and fall months stargazing events would likely go later in the evening. With light mitigation measures in place this activity should have minimal impact upon dark skies or the visibility of activity at the top of the mountain.

During the winter months it is anticipated that snowmaking may occur starting as early as late October and lasting as late as January. With increased water capacity associated with the gondola improvement project it is anticipated that snowmaking will get done faster than in the past, minimizing the duration of impacts associated with this activity.

Snow King Mountain Code of Conduct

As part of this operating plan Snow King Mountain intends to develop a new code of conduct for visitors to convey an understanding of their place within the community and impacts associated with their visit. This code of conduct will incorporate environmental awareness, encourage limiting noise, and generally seek to incorporate existing community best practices for guests as an educational strategy to limit the impact of their visit. This code

of conduct will be incorporated into marketing materials, signage, and into advance communication with guests at the time of online activity booking. While it cannot be expected this tactic will eliminate spontaneous screams of joy from guests on certain activities, we hope it will provide guests a better understanding of their environment, the concerns of the community, and potentially reduce excessive noise associated with people having fun outdoors.

Design Considerations

A wide variety of design considerations will be incorporated into all future activities and facilities that seek to minimize visual and noise impact within and outside the resort district. Some of the design elements discussed with proposed projects to date are listed below; however, as new opportunities arise for mitigation as part of any new construction, they will be added to this list.

- Tree Planting along the eastern property border of Snow King Mountain private property to screen visual impacts and noise associated with activities in the Rafferty Center.
- Zip-lines will be designed to minimize noise through the purchase of trolleys designed to minimize noise travelling down the cable and through the purchase of a catchment system at the base that minimizes noise as riders come to a stop. A variety of trolley systems exist that make substantial noise and Snow King will work with the manufacturer to purchase the quietest possible version. Most large zip-lines use spring catchment systems that make substantial noise upon impact to stop riders coming into the platform. Snow King has worked with the manufacturer to obtain a catchment system that eliminates the spring system and uses a quiet mechanism for slowing and stopping riders.
- If possible, coated cable will be procured to additionally limit noise from trolleys travelling down the cable.
- Mature trees will be planted around the top and bottom stations of the zip-line to minimize visual impacts associated with the activity and help blend it into the natural environment.
- The gondola will be designed with a top drive (motor and drive system located at summit of the mountain) so that noise at the base area terminal will be minimized.
- Snowmaking water capacity will be increased so that snowmaking operations can be completed faster minimizing impacts associated with this critical component of winter operations.

Together the aforementioned hours of operation, code of conduct, and facility design considerations seek to balance the goal of creating a vibrant mixed-use resort district, as directed in the Teton County Comprehensive Plan, with the desire to minimize environmental impacts associated with the resort district. It is anticipated that this operating plan will be amended over time to reflect the changing nature of Snow King Resort and the community within Jackson Hole.

Table S-1. Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
Climate Change and Snow Quality				
Issue 1: How would climate change affect snow quantity and the viability of the proposed infrastructure and uses?	No change in snowmaking or summer recreation opportunities. Winter recreational use and the long-term viability of Snow King would remain vulnerable to the effects of climate change.	Snowmaking system coverage would increase by nearly 60%, and additional summer recreational opportunities would be provided. These changes would effectively offset the impact of reduced snowfall due to climate change on Snow King's winter recreational use and long-term viability.	Same as Alternative 2.	This alternative would be somewhat less effective in offsetting the impact of reduced snowfall on Snow King's winter recreational use and long-term viability. Snowmaking coverage would increase by less. The front-side mountain bike system would be shorter, and the back-side mountain bike zone would be eliminated.
Air Quality				
Issue 1: How would construction and use of the proposed infrastructure affect protected airsheds around the project area?	No notable change in Snow King's impact on visibility or particulate concentrations in Teton National Park or other area Class I airsheds.	A temporary increase in emissions and dust would occur during construction due to grading and excavation. Glading would increase by 32.7 acres, with associated slash burning. With the design criteria identified through this analysis in place, Alternative 2 is unlikely to have a discernible effect on visibility or particulate concentrations in Grand Teton National Park or other Class I airsheds in the area.	Same as Alternative 2 but with 154.2 acres of additional thinning and associated slash burning. However: there is a wide margin between current visibility and particulate ratings; slash burning is a minor contributor of particulates; burning would comply with Wyoming Air Quality Division Smoke Management Program requirements; and burning would take place in late fall, when air quality is good. Based on these considerations, slash	Grading and excavation would decrease by 11.1 acres relative to Alternative 3, and glading would increase by 3.8 acres. These minor changes would not alter the conclusion drawn under Alternative 3.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
			burning could be increased substantially without causing a poor visibility rating in the Park or exceeding Wyoming or national particulate standards in Class I airsheds.	
Issue 2: How would the proposed increase in snowmaking system coverage affect the "snowmaking cloud" that impacts the neighborhood around the base area?	No change from current snowmaking practices. The frequency and duration of snow cloud formation would remain unchanged.	Some increase in the frequency and duration of snowmaking cloud formation would result from increased water use. However, most of the increase in snowmaking coverage would be at higher elevations where wind would dissipate the cloud or on the back side where the cloud would not affect Jackson.	Same as Alternative 2.	Same as Alternatives 2 and 3. Minor changes in the location of snowmaking system additions would not alter the conclusion draw under Alternative 2.
Water, Soils, and Watershed				
Issue 1: How would the proposed increase in snowmaking and clearing of ski runs affect surface runoff, and groundwater recharge?	No change from current conditions in terms of snowmaking or run clearing. Surface runoff currently does not leave the ski area boundary but infiltrates to groundwater.	Snowmaking system coverage would increase by over 160% and cleared ski terrain would increase by nearly 90%. Snowmaking system coverage would not necessarily correspond to a proportional increase in water. Any change in snowmelt runoff, infiltration, and groundwater recharge would remain within the current range of variability in volumes and rates.	Same as Alternative 2.	Slightly less snowmaking system coverage would be added (11.4 acres less than Alternatives 2 and 3), and minor changes in run clearing would occur. These changes would not alter the conclusion drawn under Alternative 2.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
Issue 2: How would the ground disturbance associated with construction and use of the proposed infrastructure affect soil erosion and slope stability?	No change from current infrastructure. Erosion would continue at existing rates, and conditions that influence soil erosion and slope stability would remain unchanged.	Temporary erosion and stability impacts could occur during and immediately following construction within the 144.5-acre disturbance area. Of the 31 separate project elements, 13 would have a high erosion/sedimentation risk rating before BMPs were applied, and 13 would have a moderate risk rating. With BMPs in place, risk ratings for all project elements would fall to low, and no measurable long-term change in erosion, sediment transport, or slope stability would result.	Disturbance area would increase by up to 154 acres, due primarily to forest stand thinning. Of 32 project elements, up to 15 would have high risk ratings before BMPs were applied, and up to 14 would have moderate ratings. These changes would not alter the conclusion drawn under Alternative 2.	Disturbance acreage would decrease by 5.9 acres relative to Alternative 3, but there would be no change in project element risk ratings. These changes would not alter the conclusion drawn under Alternative 2.
Issue 3: How would construction and use of the proposed infrastructure affect impaired water bodies in the area?	No change from current water quality conditions in Cache Creek or Flat Creek would occur.	Construction activities would result in disturbance and short-term opportunities for erosion and surface runoff. Due to the distance between proposed disturbance and creek channels, the BMPs that would be in place, and the naturally high filtration rates, no long-term or short-term impacts on water quality in Cache Creek or Flat Creek would occur.	Same as Alternative 2. Alteration of disturbance acreage would not affect the conclusion drawn under Alternative 2. See Issue 2 above.	Same as Alternatives 2 and 3. Alteration of disturbance acreage would not affect the conclusion drawn under Alternative 2. See Issue 2 above.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
Vegetation				
Issue 1: How would construction and use of the proposed infrastructure affect the introduction and spread of noxious weeds?	No change from current noxious weed conditions. Seventeen noxious weed species have been reported within or adjacent to the ski area boundary. The ski area would continue to treat existing and new weed infestations, consistent with the terms of their vegetation management plan.	This alternative would result in 80.4 acres of glading and clearing, with limited potential to increase weed introduction or spread, and 64.1 acres of grading and excavation, with higher potential to create conditions favorable to weeds due to high levels of soil disturbance and equipment operation. Recreational use during the spring, summer, and fall months would increase, potentially expanding this vector for the spread of weeds. Implementation of the integrated weed management program identified as a design criterion in this analysis should preclude any substantial increase in weed introduction and spread.	Glading and clearing acreage would increase by up to 154.6 acres due mostly to stand thinning, and grading and excavation would decrease by up to 0.6 acre. Increased efforts to obliterate unnecessary roads and trails would help concentrate increased recreational use on established routes. These changes would not alter the conclusion drawn under Alternative 2.	Gladed and cleared acreage would increase by 4.2 acres relative to Alternative 3, but grading and excavation would decrease by 10.1 acres, reducing the risk of spreading noxious weeds compared to Alternative 3. Decreasing the extent of front-side bike trails and eliminating the back-side mountain bike zone would substantially reduce the potential for weed introduction and spread through recreational use. Overall, relative to Alternatives 2 and 3, this alternative would have the least potential for the introduction and spread of noxious weeds.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
Wildlife				
Issue 1: How would construction and use of the proposed infrastructure affect special-status wildlife species?	Since there would be no change from current habitat and disturbance conditions under this alternative, there would be no change in Snow King's effect on threatened and endangered species, Forest Service sensitive species, migratory birds, or specialized habitats.	Alternative 2: - Has the potential to negatively impact Canada lynx habitat but is consistent with the *Northern Rockies Lynx Management Direction* and its amendment to the Forest Plan. - Would have no impact on the grizzly bear, wolverine, bald eagle and peregrine falcon. - May impact individuals but is not likely to result in a measurable impact on bighorn sheep population numbers. - May impact individuals but is not likely to cause a trend toward federal listing or loss of viability for: fisher, spotted bat, Townsend's western big-eared bat, boreal owl, flammulated owl, great gray owl, northern goshawk, and three-toed woodpecker. - May impact migratory birds but not substantially given design criteria and the large amount of alternative habitat available.	Relative to Alternative 2: - Disturbance of lynx habitat would increase but the determination would remain the same. - The amount of forested habitat impacted would increase, but the determinations for the fisher, boreal owl, flammulated owl, great grey owl, and northern goshawk would remain the same. - Impacts on bighorn sheep, spotted bat, Townsend's western big-eared bat, bald eagle, peregrine falcon, three-toed woodpecker, and migratory birds would be the same.	Relative to Alternative 3: - Disturbance of lynx habitat would increase slightly, but the determination would remain the same. - The amount of forested habitat impacted would increase, but the determinations for the Fisher, boreal owl, flammulated owl, great grey owl, and northern goshawk would remain the same. - Impacts on migratory birds would be the same.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
Issue 2: How would construction and use of the proposed infrastructure affect elk or mule deer winter use?	No change from current elk or mule deer winter habitat conditions would occur, as there would be no back-side development.	No designated winter or parturition range for elk or mule deer would be directly affected, with exception of the lightly used northeast corner of the permit area on the front side. Localized displacement of elk and mule deer in and around the project area due to disturbance from expanded recreation would occur but would not result in a measurable impact on population numbers due to the abundant surrounding habitat, relatively low levels of habitat loss, and low level of current use in both the ski area permit boundary and its zone of visual influence.	Shifting the southern boundary of the western boundary adjustment up to the ridgeline above Leeks Canyon would provide minor benefit to wintering, but the conclusion drawn for Alternative 2 would remain the same.	The changes in infrastructural development and use under this alternative would not alter the effects on winter elk and deer use described under Alternative 2.
Cultural				
Issue 1: How would construction and use of the proposed infrastructure affect Snow King's historic landscape?	The remaining resources contributing to the eligibility of Snow King's historic landscape would be unaffected.	Fourteen of the 15 remaining contributing resources would be adversely affected: the 12 historic ski runs by modification and/or alteration of their visual signature through construction of intermingled new runs, and the Panorama House and unloading platform/observation deck by removal. The CCC Summit Shelter would not be affected. Consultation under Section 106 of the Historic Preservation Act will result in mitigation	Impacts on contributing resources would be the same, but Snow King would develop an interpretive program focusing on the history of the ski area to offset these effects.	Most of the proposed new ski runs in and adjacent to the historic landscape would be eliminated to protect the visual integrity of the 12 historic ski runs. Impacts on the other contributing resources would be the same as under Alternative 3.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
		measures to address these impacts.		
Issue 2: How would construction and use of the proposed infrastructure affect Traditional Cultural Places or other Native American tribal resources?	No change from current effects on Native American concerns would occur.	Tribal consultation identified no Native American concerns, and no significant Native American sites have been identified within the project area. As a result, no impacts on this resource are anticipated under this alternative. Design criteria would protect any undiscovered heritage resources or sites encountered during construction.	Same as Alternative 2.	Same as Alternatives 2 and 3.
Land Use				
Issue 1: How would construction and use of the proposed infrastructure affect grazing?	No back-side development would occur, so impact on the Leeks Canyon grazing allotment would not change and utilization rates would be unchanged.	A minor reduction in forage availability and some disturbance or displacement of livestock would occur within the ski area boundary. Beyond the ski area boundary, mountain bike traffic down Leeks Canyon Road could increase, potentially disturbing and displacing horses in lower portion of the canyon. However, additional use would be limited due to steepness of road and the private property boundary near the bottom. The allotment is of sufficient size to ensure adequate amounts of forage for the number of livestock involved, even if some	Mountain bikers would be restricted to the dedicated downhill mountain bike trail system, precluding any new impact on livestock in lower Leeks Canyon. Otherwise, impacts would be the same as under Alternative 2. Compared to Alternative 2, reduced potential effects on utilization rates outside the ski area would occur.	The back-side mountain bike zone would not be developed, reducing impact on forage production and precluding any new mountain bike use in lower Leeks Canyon. Utilization levels within the allotment would be essentially the same as Alternative 1.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
		displacement of animals occurred. Increased levels of utilization could occur in some areas of the allotment, but annual standards would be met.		
Noise				
Issue 1: How would construction and use of the proposed infrastructure affect noise levels around the ski area?	No change from current noise levels would occur. Avalanche explosive use may temporarily exceed the Town of Jackson's 65 dBa property-line noise limit (used as a threshold in this analysis though the ordinance does not apply to National Forest System land).	A short-term increase in equipment noise during construction and a long-term increase in noise due to increased avalanche control explosives, mechanical noise from the zip line trolley, and zip line rider noise would occur. All new snowmaking would be higher on the mountain than current activities and would generally not lead to increased noise. Helicopter staging on private land during gondola construction, if authorized by the Town of Jackson, may temporarily exceed 65 dBa.	Moving the bottom zip line terminal to the Rafferty mid-station would reduce noise at Phil Baux Park. Otherwise, noise impacts would be similar to Alternative 2.	The addition of run 15 would result in an increase in temporary construction noise, including chainsaw operations, and long-term noise due to snowmaking within 200 feet of homes adjacent to the ski area. Both noise sources would be substantially reduced by distance and vegetation screening. It is unlikely the Town of Jackson noise standard would be exceeded by these activities. Otherwise, noise impacts would be the same as outlined under Alternative 3.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
Recreation				
Issue 1: How would the proposed ski terrain development affect Snow King's terrain mix?	The current terrain mix would be unchanged, limiting Snow King's ability to meet the needs of the broader skier market and bring new skiers into the sport.	An additional 117.8 acres of new ski terrain, including 39.8 acres of beginner, novice, and low intermediate and 20.8 acres of intermediate terrain. Terrain mix would remain heavily skewed toward advanced and expert terrain, but would be substantially closer to the skier market profile and provide a better progression in terrain for lower skier ability levels.	Same as Alternative 2.	The shift from clearing to glading runs 4, 5, and 7 in the eastern boundary adjustment area would reduce low intermediate terrain, a limiting factor at Snow King, by 3.8 acres. Otherwise the effects would closely match Alternatives 2 and 3.
Issue 2: How would the proposed summit access road/novice skiway affect existing ski runs?	Current ski run conditions would not change because no new ski runs or skiways would be constructed. Upper mountain runs would cross skiways nine times.	The number of skiway crossings would increase to 15, reflecting the new summit access road/novice skiway and construction of new front-side runs. However, skiway crossings are a common and manageable issue at ski areas. The impact on skier flow would vary by run.	Obliteration of more existing skiways would eliminate six crossings of existing runs and bring the net number or crossings to five. That would be a notable improvement in skier flow over existing runs.	Same as Alternative 3 for existing runs. Impacts on new trails would also be the same except that run 3 would not be constructed, reducing crossings by one, and run 2 may merge onto run 4, creating a new crossing of the summit access road/novice skiway.
Issue 3: How would the proposed downhill mountain bike trails and zone affect the existing Cache Creek/Game Creek trail system and its users?	No change from current use beyond the 1–3% annual increase associated with population growth in Jackson.	Lift-served mountain bike access to the summit is projected to result in a small increase in the number of trail system users but a major shift in use patterns. Higher-elevation, more distant trails would be much more accessible to mountain bikers, resulting in roughly two to four times more use on trails such as	A combination of rider information, trail design, enforcement, and changes to allowed use of existing trails that would be employed under this alternative to restrict lift-served bike use to the dedicated downhill trail system and mountain bike zone. This should	This alternative would eliminate the proposed bike zone on the back side, restrict the front-side downhill mountain bike trail system to a smaller area, and would not change the allowed use of existing Cache Creek/Game Creek trails.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
		Skyline, Ferrin's, Wilson Canyon, and Josie's Ridge. This could increase user conflicts, trail damage, and resource impacts. Traffic on currently heavily used lower trail segments would be correspondingly reduced, decreasing crowding and trail damage. These effects may remain consistent with the Roaded Natural Recreational Opportunity Spectrum classification, but they could degrade the recreational opportunity provided by the Cache Creek/Game Creek trail system.	preclude notable adverse effects on the Cache Creek/Game Creek trail system and its users.	Overall, this alternative is projected to be slightly more effective in protecting the Cache Creek/Game Creek trail system and users than Alternative 3, but it would also provide substantially less opportunity for downhill mountain biking at Snow King.
Issue 4: How would the proposed Summit gondola and zip line affect users of Phil Baux Park?	Recreational opportunities for park users would remain unaltered.	Construction of the gondola and zip line bottom terminals would result in the loss of the Phil Baux Park parking lot and a change in the recreational opportunities it currently provides. Open green space available for recreational activities would increase.	No new infrastructure would be sited in Phil Baux Park. The gondola bottom terminal would be located nearby but far enough away to maintain the park's current recreational opportunities. The parking lot would remain intact.	Effects would be the same as outlined under Alternative 3.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
Safety				
Issue 1: How would the proposed mountain bike trails and mountain bike zone affect the safety of other summer visitors?	The safety of other summer visitors would not change because there would be no development of additional mountain bike trails under this alternative.	Use of trails within the Snow King boundary would increase, with most of this increase occurring on the new downhill mountain bike trails. A combination of design criteria requiring adequate sight lines around intersections, signage warning users of both trails that they were approaching an intersection, features designed to slow riders on the downhill trails, and bridges or underpasses where necessary would preclude any substantial change in safety risk.	Same as Alternative 2.	The number of trail crossings would be reduced relative to Alternatives 2 and 3, reducing impacts marginally. Otherwise, changes in visitor safety would be similar.

PROPOSED GONDOLA BASE STATION
(NOT IN CONTRACT)

PROPOSED PUMP STATION & UTILITIES
(NOT IN CONTRACT)

SUMMIT CHAIRLIFT

PROPOSED GONDOLA
LIFT CENTERLINE

COUGAR
CHAIRLIFT

SNOWMAKING
INFRASTRUCTURE

ROPES COURSE
FEATURES (TYP.)

RAFFERTY
CHAIRLIFT

NEW SUMMIT ROAD
SEE SHEETS C2.0–C2.7

PROPOSED GONDOLA TOP STATION
(NOT IN CONTRACT)

SHEET C2.0
SHEET C2.1
SHEET C2.2
SHEET C2.3
SHEET C2.4
SHEET C2.5
SHEET C2.6
SHEET C2.7

FINAL SITE PLAN

SCALE: 1" = 400' (12X18)

0 200 400

N E

DATE	3/3/2020	REV.
SURVEYED		
ENGINEERED	DD/FPD	
DRAWN	NB	
CHECKED	DD	
APPROVED	DD	

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

DRAWING TITLE
FINAL SITE PLAN

JOB TITLE
SNOW KING SUMMIT ROAD
SNOW KING RESORT
TETON COUNTY, WYOMING

DRAWING NO
C1.0

JOB NO
19-282-01

S:\Proj\2019\282-01 (Snow King Summit Gondola Improvements)\14 Drawings\Civil\DSGN-SUMMIT ROAD.dwg C1.0 FINAL SITE PLAN - Mar 03 2020 02:03:54 pm PLOTTED BY kenning DWG FORMAT 23.0

TOWN OF JACKSON
PHIL BAUX PARK

CCC'S TOWN
HILL LOFTS

SNOW KING MOUNTAIN
RESORT, LLC

TOWN OF JACKSON
SNOW KING SPORTS
& EVENTS CENTER

EXISTING
CLEANOUT
(MH-3)

A
B
C
D

0+00
1+00
2+00
3+00
4+00
3+50

0 30 60

N
E

LEGEND
CUT AREA
FILL AREA

CUT/FILLS TABLE

Number	Minimum Elevation	Maximum Elevation	Color
1	−18.762	−15.000	
2	−15.000	−10.000	
3	−10.000	−5.000	
4	−5.000	0.000	
5	0.000	5.000	
6	5.000	7.541	

REV.	DATE	
	4/28/2020	
	SURVEYED	NE
	ENGINEERED	
	DRAWN	NB
	CHECKED	DD
	APPROVED	DD

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

DRAWING TITLE
BASE STATION EARTHWORK OVERVIEW
PLAN VIEW

JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO
EXHIBIT A

JOB NO
19-262-01

S:\Pro\2019\262-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\EXHIBIT-GONDOLA BASE.dwg (EARTHWORK @ BASE PLAN) - Apr 28 2020 12:31:44 pm PLOTTED BY: green DWG FORMAT 230

May 1, 2020

Ryan Stanley
Vice President
Snow King Mountain Resort
Jackson, WY 83001

Tyler Sinclair
Town of Jackson Community Development Director
PO Box 1687
Jackson, WY 83001

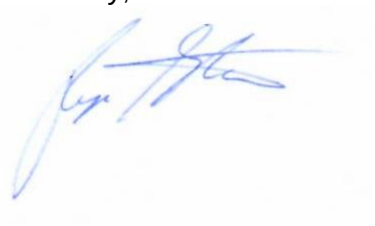
RE: Gondola & Zip-Line CUP Additional Information

Dear Tyler,

Attached is one additional map for the planning commission review next week. This map shows a conceptual relocation of the Cougar Lift. We have ongoing discussions with the ski club about the need for an alternative to the gondola for race training and would like have this additional information available for discussion at the meeting next week.

On Thursday April 30th, the SKRMA board officially voted to approve submission of the Gondola and Zip-Line conditional use permit.

Sincerely,



Ryan Stanley

SNOW KING HOTEL

TOWN OF JACKSON
PHIL BAUX PARK

PROPOSED GONDOLA BASE

SNOW KING MOUNTAIN
RESORT KM6 PARCEL

"MAZE" & PUTT
PUTT GOLF

WALKWAY

RELOCATED
COUGAR LIFT
BASE STATION

SNOW KING
SPORTS &
EVENTS CENTER

TOJ

KING TUBES

SNOW KING MOUNTAIN
RESORT, LLC

PROPOSED SNOW
MAKING PUMP STATION

TOWN OF JACKSON
CEMETERY

EXISTING
RAFFERTY
CHAIR LIFT

EXISTING
COWBOY
COASTER

EXISTING
ALPINE
SLIDE (2)

SNOW KING MOUNTAIN
RESORT LLC.

APPROXIMATE
TOWER LOCATIONS

EXISTING COUGAR
LIFT ALIGNMENT

GONDOLA LIFT CENTERLINE
(EXHIBITION LIFT TO BE
REMOVED & COUGAR LIFT
TO BE RELOCATED)

TOWN OF JACKSON

PROPOSED
ZIPLINE

N
E

0 100 200

5070

S:\Proj\2019\262-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\SSGN-UTILITY.dwg <PROPOSED SITE PLAN ALTERNATIVE2> - May 01 2020 11:56:28 am PLOTTED BY: green DWG FORMAT: 23.0

DATE	3/31/2020	REV 4/28/2020
SURVEYED	NE	
ENGINEERED		
DRAWN	NB	
CHECKED	DD	
APPROVED	DD	

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

DRAWING TITLE
PROPOSED SITE PLAN ALTERNATIVE
WITH COUGAR LIFT BASE RELOCATION

JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO
C2.0B

JOB NO
19-262-01

April 29, 2020

Ryan Stanley
Vice President
Snow King Mountain Resort
Jackson, WY 83001

Tyler Sinclair
Town of Jackson Community Development Director
PO Box 1687
Jackson, WY 83001

RE: Gondola CUP Additional Information

Dear Tyler,

I am writing to provide additional information to accompany the submission of the Snow King Gondola Conditional Use Permit as requested by the planning department.

If all approvals are received in the coming year, we anticipate construction to commence on the proposed gondola project in the spring of 2021.

We would like to provide some additional information on the proposed lighting changes for night skiing. Currently, nearly all of the lights on the lower portion of the mountain on the Summit lift side are located on the lift towers of the Summit and Cougar lifts. The current lighting on in this area is below standards for night skiing in the industry due to the relatively few magnetic induction lights that are relatively far apart.

In 2014, Snow King Mountain worked with the Jackson Hole Ski and Snowboard Club and Energy Conservation works to replace the old metal halide lights on this side of the mountain with magnetic induction lights. These “snow bright” magnetic induction lights are 40% more energy efficient and produce 60% less light pollution, substantially reducing the impacts on night lighting on residents and wildlife. The system allows for lower light intensity without sacrificing human visual perception. The diffuse, soft light reduces reflection and wasted light while maximizing the light needed by skiers and riders. The output system allows light to be directed at the snow at such an angle that is transmitted laterally. This technology replaces intense blotches of light with uniform slope illumination. As a result, glare is reduced for the neighboring community and the visual experience for users is enhanced.

While this project was completed and all the lights in this area were replaced, the ultimate goal of achieving a first-class night lighting system for ski race training was not achieved due to budget limitations. Budget considerations forced the project to concentrate on simply replacing existing lights and not executing the lighting plan that was designed to achieve the ultimate objective of an ideal race training lighting system.

Due to the elimination of a substantial number of lift towers associated with this project, we have proposed to add a number of fixed light poles on the mountain as suggested in the original lighting plan for the ski club project in 2014. Upgrading the light to the proposed plan entails adding an additional 13-20 free standing light poles on the mountain depending on the ability to place lights on trees in certain locations and approximately 30 additional lights beyond the existing number of lights in this area. Each of these lights is 300 watts. Trees will be used wherever possible in order to minimize additional obstacles on the mountain; however, in order to create a quality night skiing experience, the consistent spacing of lights is essential and as such additional poles are required. Night lighting is proposed to be upgraded on the upper portion of the mountain on USFS land as well.

We would like to further explain why no additional year-round employees will be generated by this development as discussed in the application. We typically employ two lift operations and maintenance managers, one supervisor, and five maintenance individuals for the operation of our 3 ski lifts and two magic carpets. This team is qualified to maintain and operate the proposed gondola in addition to providing training to the gondola operators. The proposed gondola project involves eliminating both the Cougar lift and Summit lift and replacing them with a detachable gondola. Both a gondola and lift require the same number of seasonal lift operators, and therefore we expect to have a reduction in the number of seasonal employees associated with this project. We do not anticipate any change with respect to year-round employees for the maintenance of the gondola as the team is well qualified to handle this workload. When this analysis is entered into the employee housing calculation formula no additional employee housing is required.

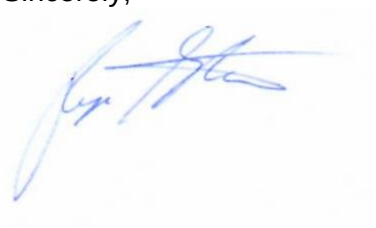
With this letter are revised maps for the CUP that include a slight shift in alignment of the zip-line on the east side of the mountain, the addition of a conceptual surface lift on the west side of the mountain, additional grading maps, and 3D renderings of the gondola base and grading plan. The zip-line alignment was made to land the zip-line on the east side of the existing walkway at the request of the Snow King Hotel. The surface lift shown on the west side of the mountain is to address concerns related to the loss of the Cougar lift. 3D Maps and additional grading plans are provided at the request of Town planning staff.

Finally, I would like to provide some additional information related to activity operations on the Rafferty side of the mountain. Snow King Mountain as a business is able to operate on a year-round basis due to the summer attractions on this side of the hill that operate generally between Memorial Day and Labor Day. During these three months we attempt to generate sufficient income to fund winter operations and maintain year-round staff. With our new master plan amendment, we have now guaranteed to operate in the winter months approximately 49 hours a week during the season. This commitment makes it even more critical that during the summer months we have the flexibility to accommodate guests throughout the majority of the day and into the evening. It is important that all activities be able to operate during the same timeframe in order to offer guests the ability to take advantage of the entire range of activities we offer and provide them the best experience possible.

Our “Big King” pass has been our most successful product over the past few years, offering unlimited access to all activities throughout the day and giving guests the ability to come early and leave early, play later in the evening, or spend the entire day at Snow King. In the past we have operated from 9:00am – 9pm during the peak season in order to take advantage of long summer days; however, this past summer we operated from 10:00am – 9:00pm during the peak time in order to better accommodate concerns related to quite time at the neighboring cemetery. Moving forward, we are requesting the ability to operate all activities from 10:00am – 9:00pm and have up to 5 days during the peak of the summer to extend until 10:00pm for special events or groups on days that may correspond with summer concert series or events of that nature.

We are seeking the flexibility to operate within this range of time to give the community assurance that we will not operate outside that time. Furthermore, we do not anticipate operating during that period of time for the entire summer. We generally ramp up and down the hours of operation based on guest demand so that during the early summer and fall we generally close earlier and during the peak period of the summer from mid-June to mid-August we operate with longer hours.

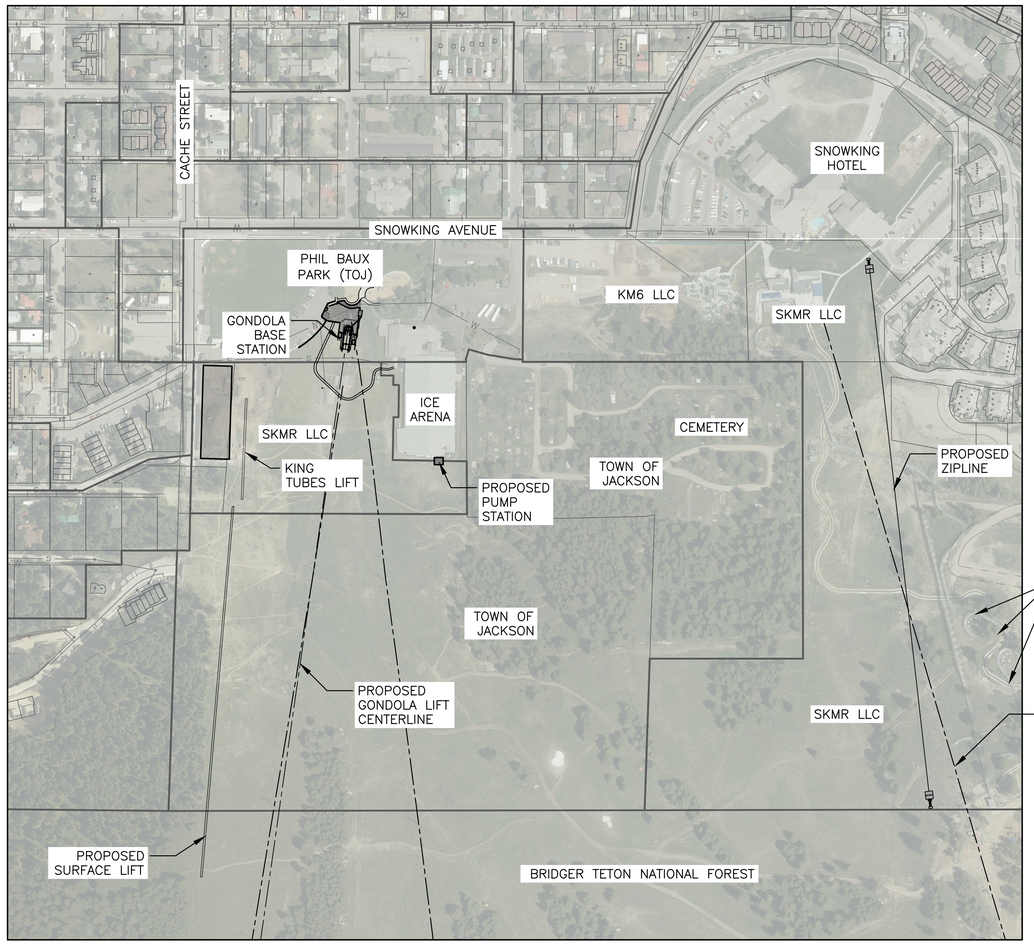
Sincerely,



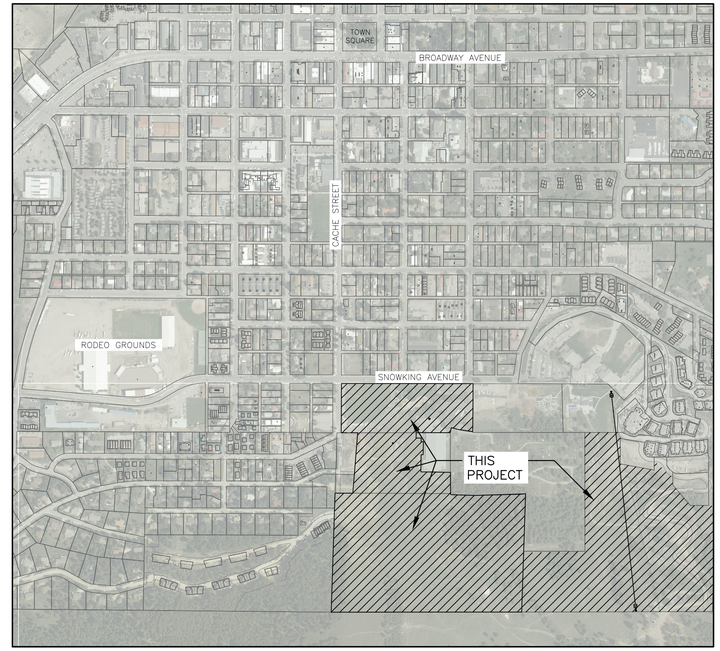
Ryan Stanley

SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS PROJECT
TOJ CONDITIONAL USE PERMIT DRAWINGS

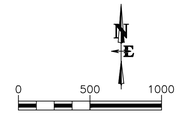
JACKSON, WYOMING



PROJECT AREA
SNOWKING, JACKON, WYOMING



VICINITY MAP
SNOWKING MOUNTAIN RESORT
PART OF SECTION 34
T41N R116W
JACKSON, WYOMING



PROJECT CONTACTS

OWNER:
SNOW KING MOUNTAIN RESORT
RYAN STANLEY
GENERAL MANAGER
PH: 307-201-5004
EMAIL: ryan@snowkingmountain.com

CIVIL ENGINEER & PROJECT MANAGER:
DAVE DUFAULT, PE
NELSON ENGINEERING
430 SOUTH CACHE STREET
JACKSON, WY 83001
PH: 307-733-2087
EMAIL: ddufault@nelsonengineering.net

DRAWING INDEX	
DWG NO.	DRAWING TITLE
C0.1	TITLE SHEET
C1.0	EXISTING SITE PLAN
C1.1	BASE STATION EXISTING SITE PLAN
C2.0	PROPOSED SITE PLAN
C2.1	GONDOLA BASE STATION SITE PLAN
C3.0	NIGHT SKIING LIGHTING PLAN
C4.0	UTILITY PLAN OVERVIEW
C5.0	ZIP LINE SITE PLAN
C6.0	GRADING CROSS SECTION PLAN VIEW
C6.1	GRADING CROSS SECTIONS
C6.2	GRADING CROSS SECTIONS
EXHIBIT A	CUT/FILL DEPTH ANALYSIS
EXHIBITS B-D	RENDERED VIEWS OF GONDOLA BASE

		REV: 4/28/2020
DATE	3/31/2020	
SURVEYED	NE	
ENGINEERED		
DRAWN	NB	
CHECKED	DD	
APPROVED	DD	

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

DRAWING TITLE
COVER SHEET

JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO
C0.1

JOB NO
19-282-01

S:\Proj\2019\282-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\USGA SUMMIT ROAD COVER.dwg (TOWN CUP COVER 8Bit - Apr 29 2020 8:47:39 pm PLOTTED BY: green

SNOW KING HOTEL

TOWN OF JACKSON
PHIL BAUX PARK

PROPOSED GONDOLA BASE

SNOW KING MOUNTAIN
RESORT KM6 PARCEL

"MAZE" & PUTT
PUTT GOLF

PROPOSED STORM
SEWER SYSTEM

SNOW KING
SPORTS &
EVENTS CENTER

TOJ

KING TUBES

SNOW KING MOUNTAIN
RESORT, LLC

PROPOSED SNOW
MAKING PUMP STATION

TOWN OF JACKSON
CEMETERY

EXISTING
RAFFERTY
CHAIR LIFT

EXISTING
COWBOY
COASTER

APPROXIMATE
TOWER LOCATIONS

EXISTING
ALPINE
SLIDE (2)

SNOW KING MOUNTAIN
RESORT LLC.

PROPOSED
SURFACE LIFT

GONDOLA LIFT
CENTERLINE
(EXHIBITION &
COUGAR LIFT TO
BE REMOVED)

TOWN OF JACKSON

PROPOSED
ZIPLINE

N

0 100 200

SCALE

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

DATE	3/31/2020	REV 4/28/2020
SURVEYED	NE	
ENGINEERED		
DRAWN	NB	
CHECKED	DD	
APPROVED	DD	

DRAWING TITLE
PROPOSED SITE PLAN

JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO
C2.0

JOB NO
19-262-01

S:\Proj\2019\262-01 (Snow King Summit Gondola Improvements)\14 Drawings\Civil\VISION-UTILITY.dwg, (C2.0 PROPOSED SITE PLAN) - Apr 29 2020 03:36:27 pm PLOTTED BY: jgreen DWG FORMAT: 23.0

S:\Proj\2019\262-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\DSGN LIGHTING PLAN.dwg (C3.0 NIGHT SKIING LIGHTING PLAN) - Apr 29 2020 01:38:13 pm PLOTTED BY: green DWG FORMAT: 23.0



DRAWING NO: C3.0	JOB TITLE: SNOW KING MOUNTAIN RESORT 2020 IMPROVEMENTS JACKSON, WYOMING	DRAWING TITLE: NIGHT SKIING LIGHTING PLAN	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE: 3/31/2020 SURVEYED: NE ENGINEERED: DRAWN: NB CHECKED: DD APPROVED: DD	REV. 4/28/2020
JOB NO: 19-262-01					

TOWN OF JACKSON
PHIL BAUX PARK

CCC'S TOWN
HILL LOFTS

SNOW KING MOUNTAIN
RESORT, LLC

TOWN OF JACKSON
SNOW KING SPORTS
& EVENTS CENTER

PROPOSED NEW
TICKET OFFICE

INSTALL 8"ø HOT TAP
AND ISOLATION VALVE
ON EXISTING 8" ø
WATER LINE

REPLACE EXISTING WATER
SERVICE TO SPORTS AND
EVENTS CENTER

LOCATE METER AFTER
SPORTS CENTER
SERVICE LINE TEE

SAW CUT EXISTING ASPHALT
AND TRENCH IN 8"ø WATER
LINE TO PROPOSED PUMP
HOUSE

PROPOSED GONDOLA
BASE STATION

EXISTING WATER METER TO
REMAIN, OR GET UPGRADED

NEW 8"ø WATER SERVICE LINE
FOR SNOWMAKING

MECHANICAL/BOILER BUILDING

POWER VAULT AND TRANSFORMER

EXISTING
CLEANOUT
(MH-3)

EXISTING STORM SEWER, TYP.
(APPROXIMATE LOCATION)

TOWN HILL LOFTS SUBSURFACE
STORMWATER DETENTION

FRENCH DRAIN BEHIND CURB, PER
DETAIL 1/C4.0. CONNECT TO NEW
STORM WATER MH AS SHOWN.

EXISTING STORM DRAIN FOR SNOW
KING SNOWMAKING WATERLINES:
LOCATION TO BE FIELD VERIFIED

CONNECT ADS PIPE FROM
FRENCH DRAIN TO SCH40 PVC
AND ROUTE TO STORMWATER
MANHOLE, AS SHOWN.

EXISTING STORM
SEWER SYSTEM

FIELD VERIFY LOCATION OF EXISTING
SNOWMAKING DRAIN LINE. INSTALL NEW
MH TO RECEIVE NEW STORM DRAIN LINES

RELOCATED SANITARY SEWER
FOR EVENTS CENTER

SEWER TO BE ABANDONED

CONNECT TO
EXISTING
STORM SEWER

CONTRACTOR SHALL USE EXPLORATORY
EXCAVATION TO DETERMINE BURY DEPTH
OF EXISTING WATER LINE TO FEED
SNOWMAKING FOR TOP OF SLED HILL

"KING TUBES"
TUBE PARK
CONVEYOR
BELT

INSTALL JUNCTION FITTINGS AND ISOLATION
VALVES ON EXISTING SNOW MAKING WATER
LINES AND CONNECT PRESSURIZED SERVICE
LINES FROM PROPOSED PUMP HOUSE

INSTALL 8"ø STORM WATER
DRAIN LINE AS SHOWN

SNOW MAKING
WATERLINES TO
BE INSTALLED

NEW SNOW MAKING
PUMP STATION

ENTER WATER SERVICE LOOP TO
PUMP HOUSE, AND EXIT (2) HIGH
PRESSURE WATER LINES FOR
SNOW MAKING SUPPLY LINES
(REQUESTED FLOW RATE OF 2500
GPM). ENTER BURIED POWER, AND
EXIT STORMWATER DRAIN LINE.

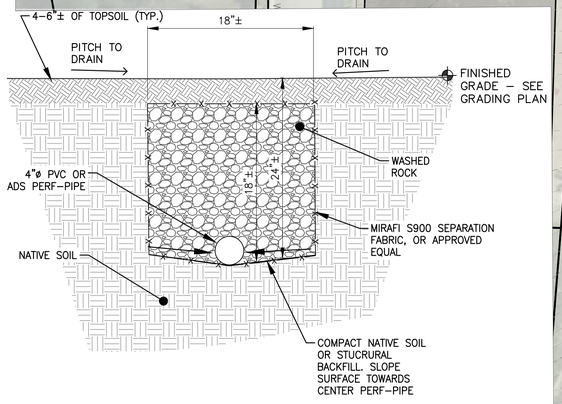
INSTALL NEW POWER VAULT HERE AND NEW BURIED
POWER SERVICE TO PROPOSED PUMP HOUSE.
TRENCH BURIED POWER UPHILL TO INTERCEPT
EXISTING CONDUIT SERVICING MIDWAY STATION.

INTERCEPT EXISTING CONDUIT AND PULL
NEW BURIED POWER LINE THROUGH
CONDUIT TO SERVICE MIDWAY STATION

0+00
1+00
2+00
3+00
4+00

2
6275.40
FNDbc PNS 164

4
6321.76
FNDr&k PS



1 / C4.0 FRENCH DRAIN DETAIL
SCALE: N.T.S.

		REV.
DATE	3/31/2020	
SURVEYED	NE	
ENGINEERED		
DRAWN	NB	
CHECKED	DD	
APPROVED	DD	

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

DRAWING TITLE: UTILITY PLAN OVERVIEW

JOB TITLE: SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO: C4.0

JOB NO: 19-262-01

S:\Proj\2019\262-01 (Snow King Summit Gondola Improvements)\14 Drawings\Civil\DESIGN\UTILITY.dwg (UTILITY PLAN OVERVIEW) - Mar 31 2020 04:45:22 pm PLOTTED BY: kristen DWG FORMAT: 23.0

S:\Proj\2019\262-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\DSGN-ZIPLINE.dwg (ZIPLINE OVERVIEW) - Apr 28 2020 12:06:15 pm PLOTTED BY: green DWG FORMAT: 23.0



0
100
200

N

DRAWING NO: C5.0	JOB TITLE: SNOW KING MOUNTAIN RESORT 2020 IMPROVEMENTS JACKSON, WYOMING	DRAWING TITLE: ZIPLINE SITE PLAN	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE: 3/31/2020	REV. 4/28/2020
JOB NO: 19-262-01				SURVEYED: NE	
				ENGINEERED:	
				DRAWN: NB	
				CHECKED: DD	
				APPROVED: DD	

TOWN OF JACKSON
PHIL BAUX PARK

CCC'S TOWN
HILL LOFTS

SNOW KING MOUNTAIN
RESORT, LLC

TOWN OF JACKSON
SNOW KING SPORTS
& EVENTS CENTER

EXISTING
CLEANOUT
(MH-3)

A
B
C
D

0+00
1+00
2+00
3+00
4+00
3+50

INTERCEPT EXISTING CONDUIT AND PULL
NEW BURIED POWER LINE THROUGH
CONDUIT TO SERVICE MIDWAY STATION

0 30 60

REV.		
3/31/2020		
DATE		
SURVEYED	NE	
ENGINEERED		
DRAWN	NB	
CHECKED	DD	
APPROVED	DD	

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

DRAWING TITLE
BASE STATION EARTHWORK OVERVIEW
PLAN VIEW

JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

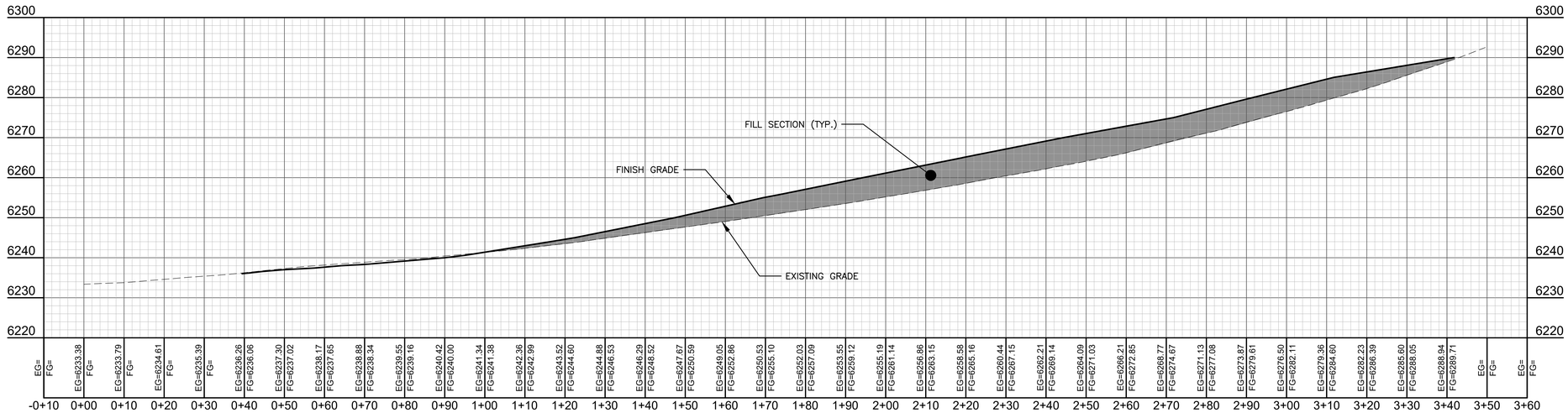
DRAWING NO
C6.0

JOB NO
19-262-01

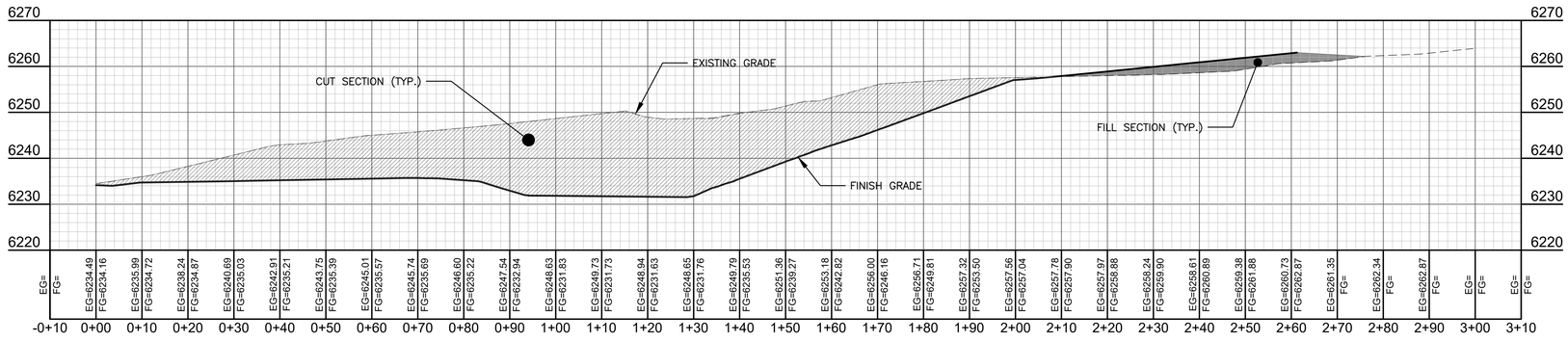
S:\Proj\2019\262-01 (Snow King Summit Complex Improvements)\14 Drawings\Civil\SSOW-UTILITY.dwg, C6A0TWORK @ BASE PLAN - Mar 31, 2020 02:32:32 pm PLOTTED BY: bates DWG FORMAT: 23.0

GONDOLA BASE EARTHWORK SUMMARY:

CUT: 9158 CY
FILL: 8385 CY
NET: 773 CY (CUT)



EARTHWORKS SECTION 1 PROFILE



EARTHWORK SECTION 2 PROFILE B-B

DATE	3/31/2020	REV.
SURVEYED	NE	
ENGINEERED		
DRAWN	NB	
CHECKED	DD	
APPROVED	DD	

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

DRAWING TITLE
BASE STATION EARTHWORK
SECTION VIEWS: 1 OF 2

JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

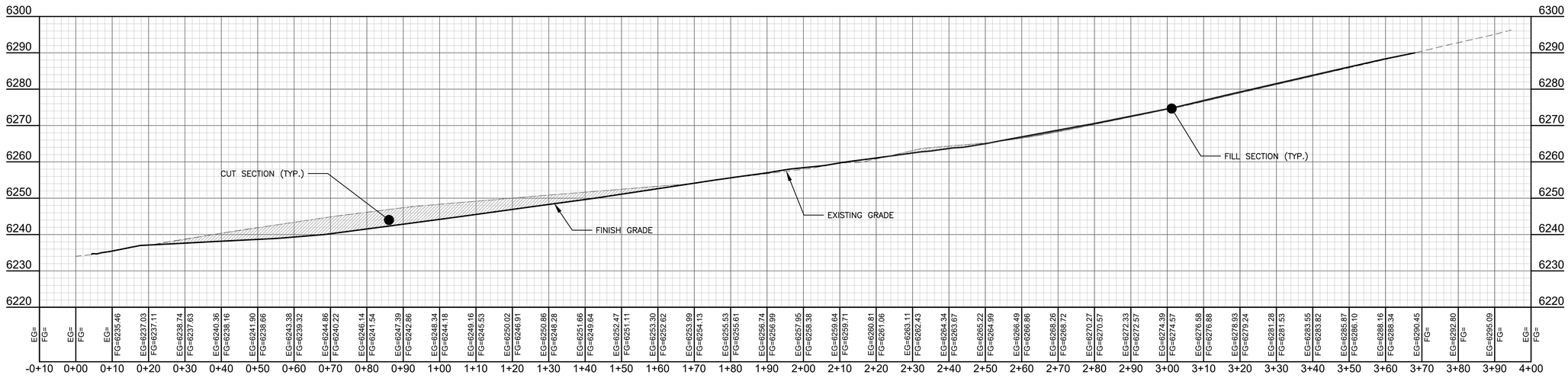
DRAWING NO C8.1

JOB NO 19-282-01

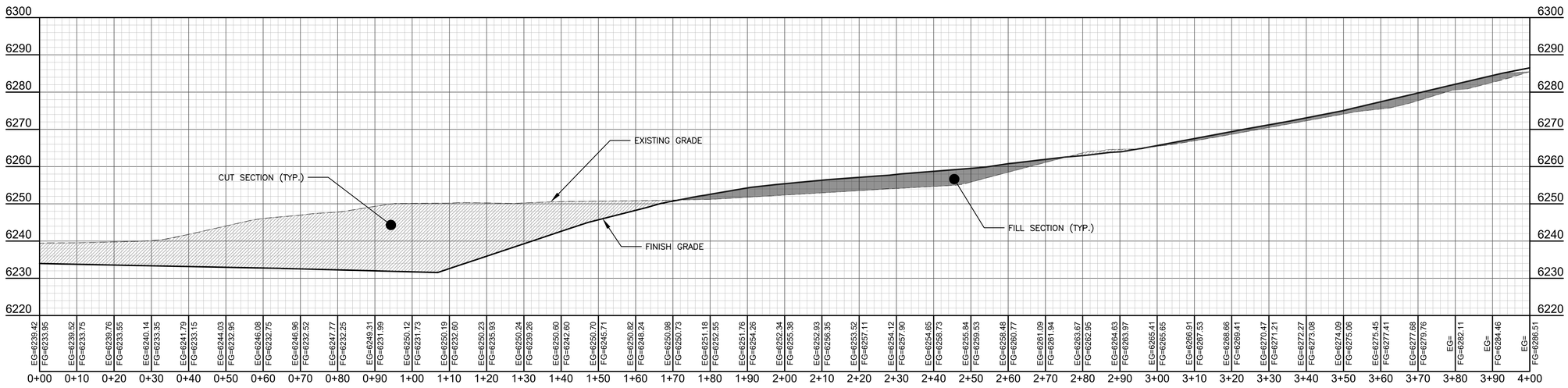
S:\Proj\2019\282-01 (Snow King Summit Gondola Improvements)\14 Drawings\Civil\BSGH-UTILITY.dwg (EARTHWORK & BASE SECTIONS) - Mar 31 2020 03:32:23 pm PLOTTED BY bates DWG FORMAT: 2:3.0

GONDOLA BASE EARTHWORK SUMMARY:

CUT: 9158 CY
FILL: 8385 CY
NET: 773 CY (CUT)



EARTHWORK SECTION 3 PROFILE C-C



GONDOLA CENTERLINE PROFILE D-D

REV.		
DATE	3/31/2020	
SURVEYED	NE	
ENGINEERED		
DRAWN	NB	
CHECKED	DD	
APPROVED	DD	

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

DRAWING TITLE
BASE STATION EARTHWORK
SECTION VIEWS: 2 OF 2

JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO C6.2

JOB NO 19-262-01

S:\Proj\2019\262-01 (Snow King Summit Gondola Improvements)\14 Drawings\Civil\BSGN-UTILITY.dwg (EARTHWORK & BASE SECTIONS (2)) - Mar 31 2020 02:44:5 pm PLOTTED BY: bates DWG FORMAT: 23.0

TOWN OF JACKSON
PHIL BAUX PARK

CCC'S TOWN
HILL LOFTS

SNOW KING MOUNTAIN
RESORT, LLC

TOWN OF JACKSON
SNOW KING SPORTS
& EVENTS CENTER

EXISTING
CLEANOUT
(MH-3)

A
B
C
D

0+00
1+00
2+00
3+00
4+00
3+50

0 30 60

N
E

LEGEND
CUT AREA
FILL AREA

CUT/FILLS TABLE

Number	Minimum Elevation	Maximum Elevation	Color
1	−18.762	−15.000	
2	−15.000	−10.000	
3	−10.000	−5.000	
4	−5.000	0.000	
5	0.000	5.000	
6	5.000	7.541	

REV.	DATE	
	4/28/2020	
	SURVEYED	NE
	ENGINEERED	
	DRAWN	NB
	CHECKED	DD
	APPROVED	DD

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

DRAWING TITLE
BASE STATION EARTHWORK OVERVIEW
PLAN VIEW

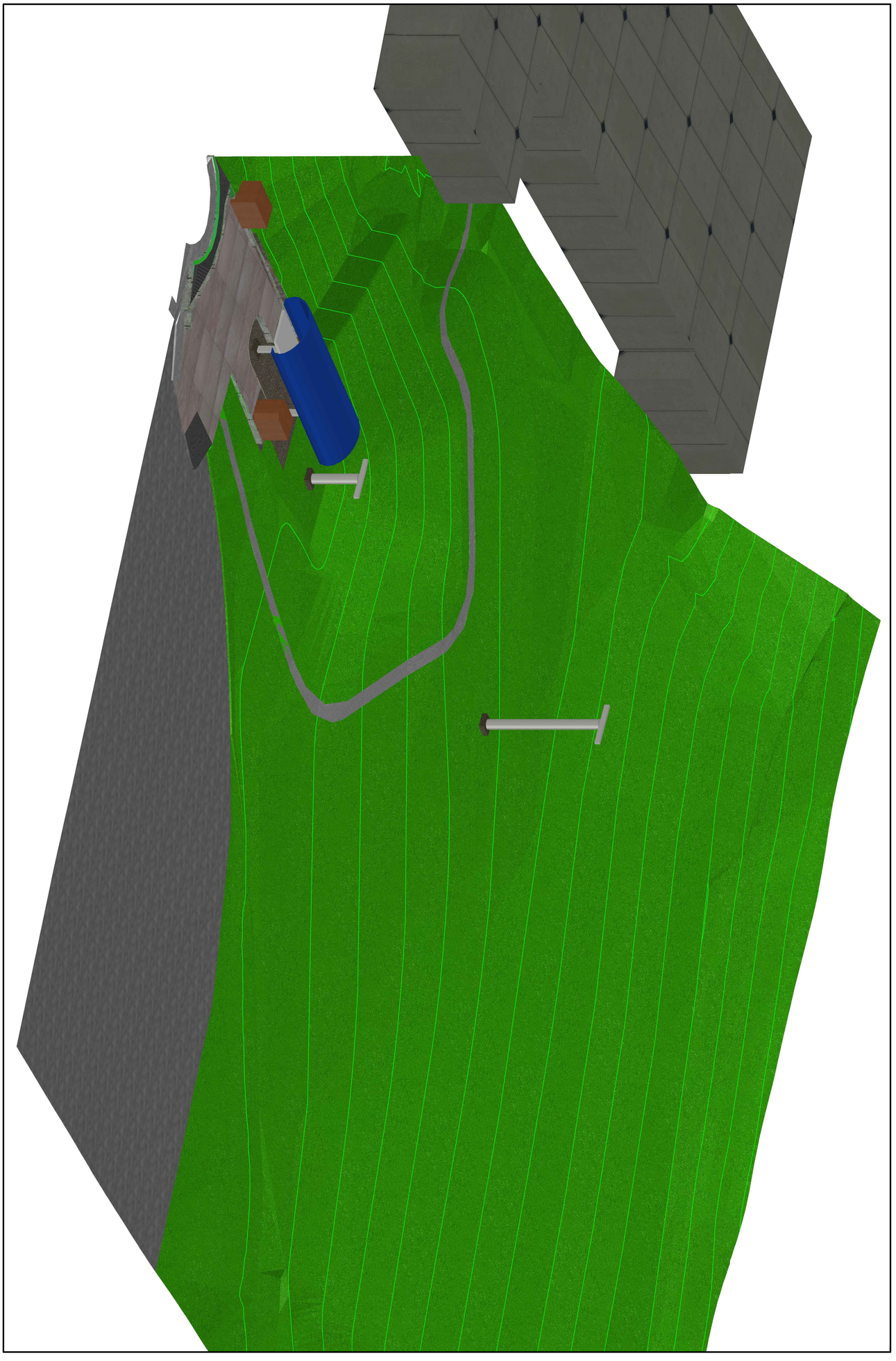
JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO
EXHIBIT A

JOB NO
19-262-01

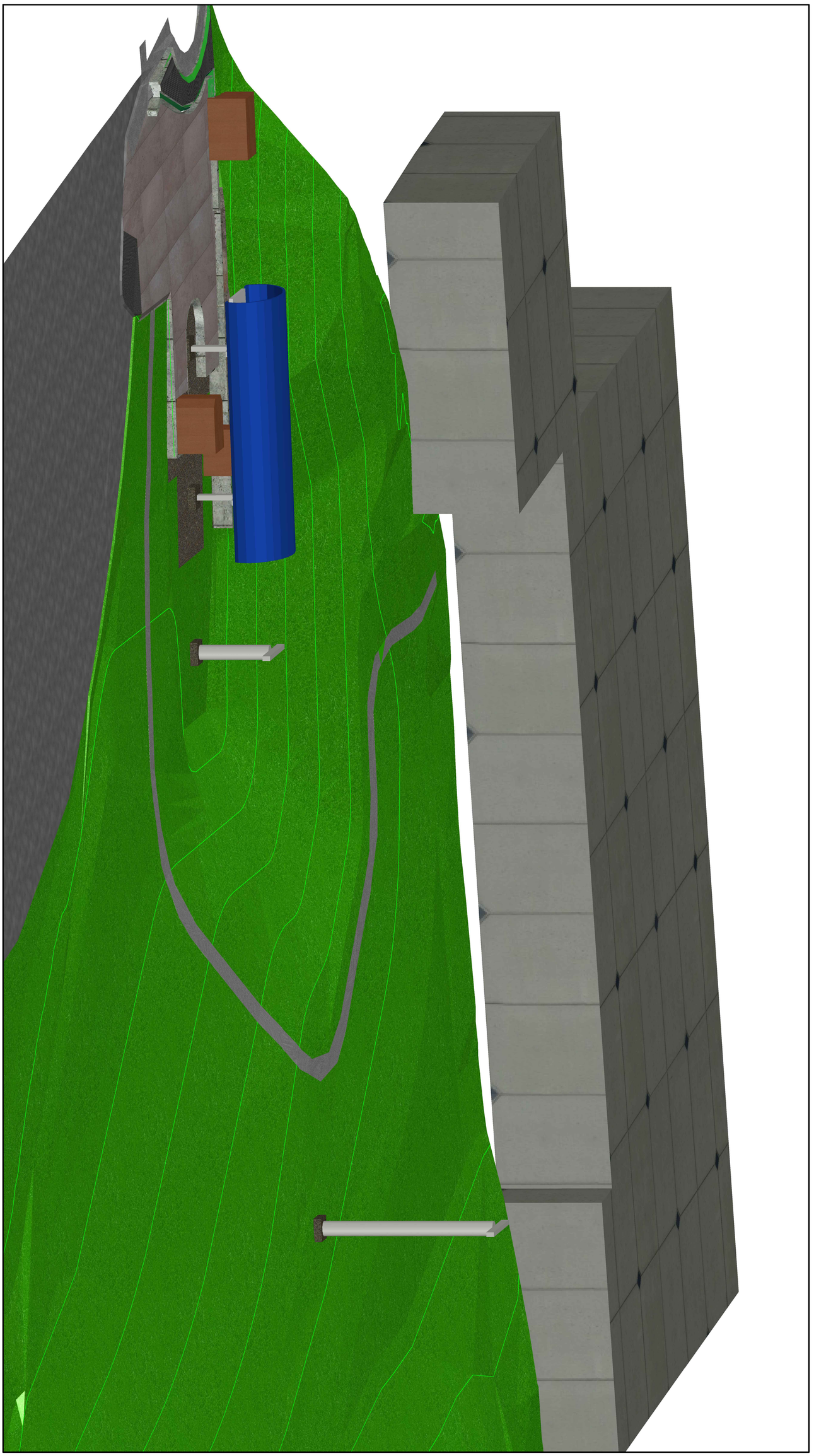
S:\Pro\2019\262-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\EXHIBIT-GONDOLA BASE.dwg (EARTHWORK @ BASE PLAN) - Apr 28 2020 12:31:44 pm PLOTTED BY: green DWG FORMAT 230

S:\Proj\2019\262-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\X- RENDER-GONDOLA-BASE.dwg (Rendering) - Apr 28 2020 012500 pm PLOTTED BY: green DWG FORMAT: 230



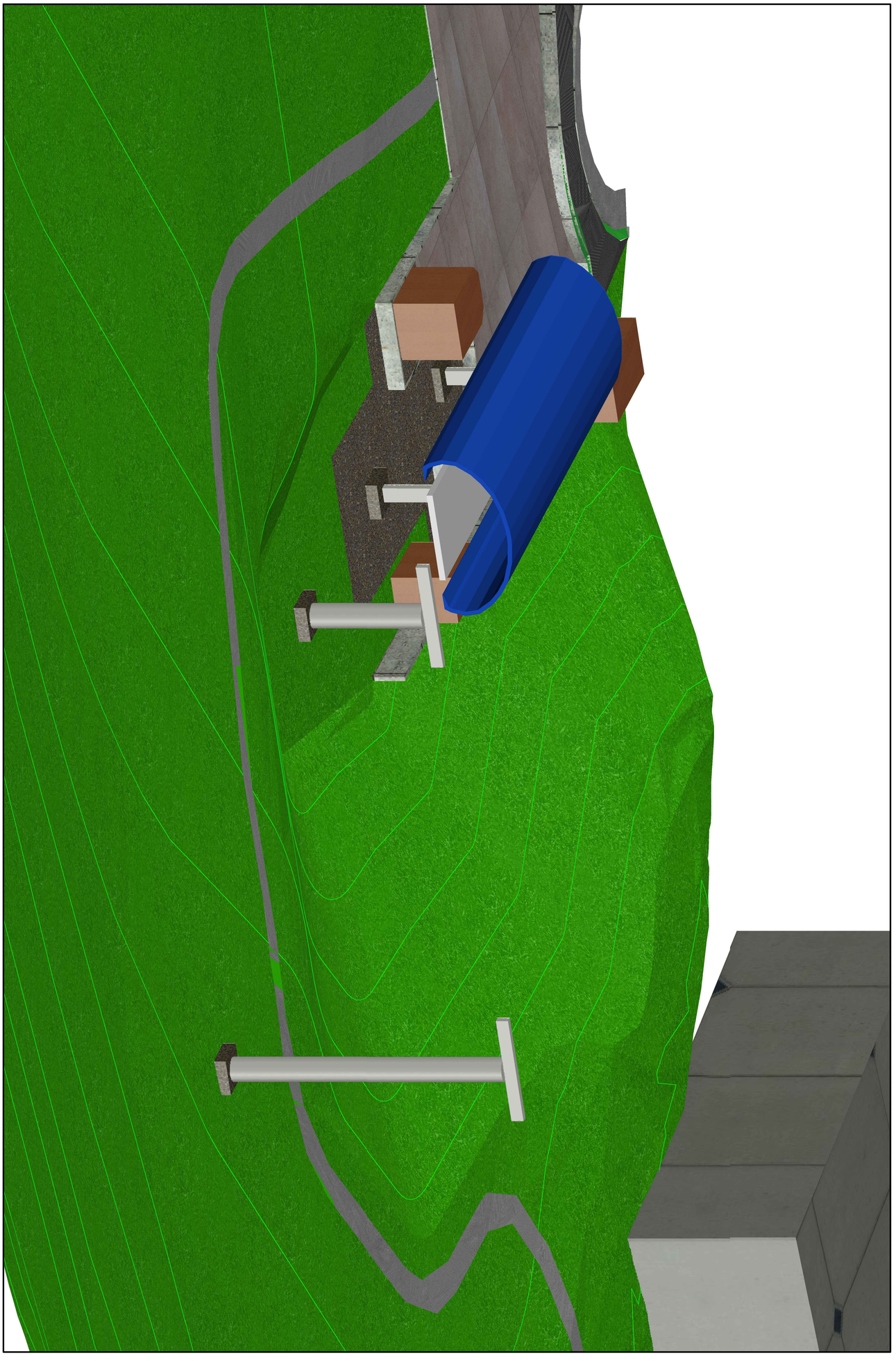
DRAWING NO **EXHIBIT B** JOB NO **19-262-01**	JOB TITLE SNOW KING MOUNTAIN RESORT 2020 IMPROVEMENTS JACKSON, WYOMING	DRAWING TITLE **GONDOLA BASE STATION SE VIEW**	**NELSON ENGINEERING** P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE SURVEYED ENGINEERED DRAWN CHECKED APPROVED	4/28/2020 NE NB DD DD	REV.

S:\Proj\2019\262-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\X- RENDER-GONDOLA-BASE.dwg (Rendering1) - Apr 28 2020 01:31:55 pm PLOTTED BY: green DWG FORMAT: 23.0



DRAWING NO: EXHIBIT C JOB NO: 19-262-01	JOB TITLE: SNOW KING MOUNTAIN RESORT 2020 IMPROVEMENTS JACKSON, WYOMING	DRAWING TITLE: GONDOLA BASE STATION EAST VIEW	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE: 4/28/2020 SURVEYED: NE ENGINEERED: DRAWN: NB CHECKED: DD APPROVED: DD	REV.	

S:\Proj\2019\262-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\X- RENDER-GONDOLA-BASE.dwg (rendering2) - Apr 28 2020 03:34:49 pm PLOTTED BY: green DWG FORMAT: 23.0



DRAWING NO EXHIBIT D JOB NO 19-262-01	JOB TITLE SNOW KING MOUNTAIN RESORT 2020 IMPROVEMENTS JACKSON, WYOMING	DRAWING TITLE GONDOLA BASE STATION NORTHEAST VIEW	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE SURVEYED ENGINEERED DRAWN CHECKED APPROVED	4/28/2020 NE NB DD DD	REV.

NELSON ENGINEERING since 1964
Professional Engineers & Land Surveyors
JACKSON, WY • BUFFALO, WY WWW.NELSONENGINEERING.NET

April 10, 2020 DD/19-262-01

Town of Jackson Planning and Public Works
Jackson, WY

ATTN: Tyler Sinclair & Brian Lenz
Re: Snow King Gondola CUP – Supplemental Information regarding Water Supplies

Dear Tyler and Brian:

This letter is to provide further information in regards to the water supply information originally submitted with the CUP for the Snow King Gondola and Zip Line Project.

The original submitted information included the following:

As part of the relocation of the snowmaking pump station, an 8 inch waterline loop is proposed to be installed in order to increase snow making capacity. Modeling results of the addition of this 8 inch loop to the Town's water system indicates that installation of the waterline loop can increase snow making capacity from the current 600 gallons per minute to up to 2400 gallons per minute. Modeling results indicate that snow making demands of 2400 gallons per minute at the new pump station location will result in a 20 psi delivery pressure at the pump house while also providing maximum day demands elsewhere in the zone at no less than 45 psi. The proposed waterline loop will extend along the east and south side of the Snow King Event Center, where it serves the pump station on the south side, and completes the loop on the west side of the events center and connects back to the 8 inch main near the current connection of the existing 6 inch service. All water use, including snow making and irrigation, on the proposed loop will be metered.

To supplement and provide greater understanding about Snow King's intent with the information submitted, please consider the following:

Snow King's operation relies heavily on snowmaking. Natural snowfall has historically been insufficient, particularly in early season, to enable the Resort to provide skiing services without supplemental snow via snow making. Early season skiing at Snow King is important for not only Snow King's business and is also critical to the Jackson Hole Ski Club and local ski programs, but it also provides additional benefit to other business in the community by attracting other skiers and ski teams that desire a location for early season training. That said, it is Snow King's desire to improve their snow making capacity by increasing water supply. More water means more snow (as long as weather is cold enough). And more water enables snow to be put down on the ground faster.

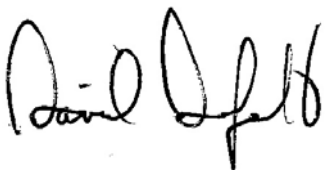
It should be understood that snow making at Snow King essentially occurs for approximately 6 weeks and typically occurs from mid-October to the end of December when temperatures are suitably cold for productive snow making. It should also be understood that this period of snow

making is outside of the peak water demand season for the Town of Jackson (late spring, summer, and early fall, when locals are using water for irrigation and when the Town population is at its peak with tourists and second homeowners). Because snow making is occurring off the seasonal peak, and also often at night when domestic demands are also low, the Town's system's capacity is capable to provide Snow King with additional water flow for snow making beyond the 600 gpm currently supplied.

The addition of a new 8-inch water main, and potential loop around the ice rink, with the waterline is proposed under the CUP. It is a necessity to move the existing pump station in order to install the gondola as currently proposed. Installing a larger capacity service line while relocating the pump station is proposed in order to allow for more snow making capacity within the water service. The preliminary water modeling results, attached, can be further evaluated with Town Engineering and Water Department to better understand the capacity of the Town's system to provide additional supply. This further analysis should include not only calibration of the piping network's hydraulics, but also the demands within the zone that coincide with the time that snow making is occurring. Although the information within the CUP indicates that flows for snow making may be acceptable up to 2400 gpm, it is understood that the proposed new pump station, water supply piping, and metering will ultimately be designed, following CUP approval, to be within an acceptable supply range that the Town water distribution can accommodate while also, of course, meeting all other demands on the system including fire flows.

Finally, it should be noted that Nelson Engineering and Snow King have evaluated other alternatives to provide additional snow making water supply. The alternatives evaluated include drilling a well at the base of Snow King;, re-use of the Town thaw well in Karns Meadow and re-implementation of the previously installed dedicated snow making transmission pipeline from Karns to Snow king; and even the possibility of a new well for snow making supply in Leeks Canyon on the south side of Snow King. These evaluations concluded that Snow King is best served, at least at present, by asking the Town to provide additional water supply, potentially up to 2400 gpm. However, at this time, Snow King simply is asking for the CUP to be approved with concurrence by the Town that additional supplies can be provided, with the flow rate of the additional supply be determined and approved with Town Engineering and Water Department concurrence during the construction permit process.

Please let me know if you have any questions.
Sincerely,



Dave Dufault, PE
Senior Project Manager

Encl.
cc. Ryan Stanley

Scenario	2020 Snow King
Max Month	Average August Flows
Flow Demand	800 gpm

ID	Label	Elevation (ft)	Zone	Demand Collection	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
1230	J-382	6,280.00	<None>	<Collection: 0 items>	(N/A)	(N/A)	(N/A)
385	J-65	6,280.00	157: Central	<Collection: 0 items>	0.6	6,373.00	40.2
521	J-340	6,272.00	158: West	<Collection: 0 items>	1.59	6,369.40	42.1
384	J-66	6,275.00	157: Central	<Collection: 0 items>	6.23	6,372.50	42.2
383	J-67	6,274.00	157: Central	<Collection: 0 items>	8.22	6,372.20	42.5
477	J-166	6,265.00	157: Central	<Collection: 0 items>	0.67	6,368.70	44.9
353	J-102	6,265.00	157: Central	<Collection: 0 items>	4.73	6,370.90	45.8
378	J-73	6,264.00	157: Central	<Collection: 0 items>	9.39	6,371.60	46.6
229	J-106	6,438.00	160: Pine	<Collection: 0 items>	5.73	6,548.90	48
386	J-64	6,261.00	157: Central	<Collection: 0 items>	12.25	6,372.00	48

Scenario	2020 Snow King (to new pump house 8" line)
Max Month	Average August Flows
Flow Demand	1500 gpm
Pump House Elevation	6280

ID	Label	Elevation (ft)	Zone	Demand Collection	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
1230	J-382	6,280.00	<None>	<Collection: 1 item>	1,500.00	6,330.70	21.9
521	J-340	6,272.00	158: West	<Collection: 0 items>	1.59	6,364.60	40.1
385	J-65	6,280.00	157: Central	<Collection: 0 items>	0.6	6,372.80	40.1
384	J-66	6,275.00	157: Central	<Collection: 0 items>	6.23	6,371.90	41.9
477	J-166	6,265.00	157: Central	<Collection: 0 items>	0.67	6,362.40	42.1
383	J-67	6,274.00	157: Central	<Collection: 0 items>	8.22	6,371.60	42.2
353	J-102	6,265.00	157: Central	<Collection: 0 items>	4.73	6,368.60	44.8
378	J-73	6,264.00	157: Central	<Collection: 0 items>	9.39	6,370.70	46.1
229	J-106	6,438.00	160: Pine	<Collection: 0 items>	5.73	6,546.00	46.7

Scenario	2020 Snow King (to new pump house 12" line)
Max Month	Average August Flows
Flow Demand	2500 gpm
Pump House Elevation	6280

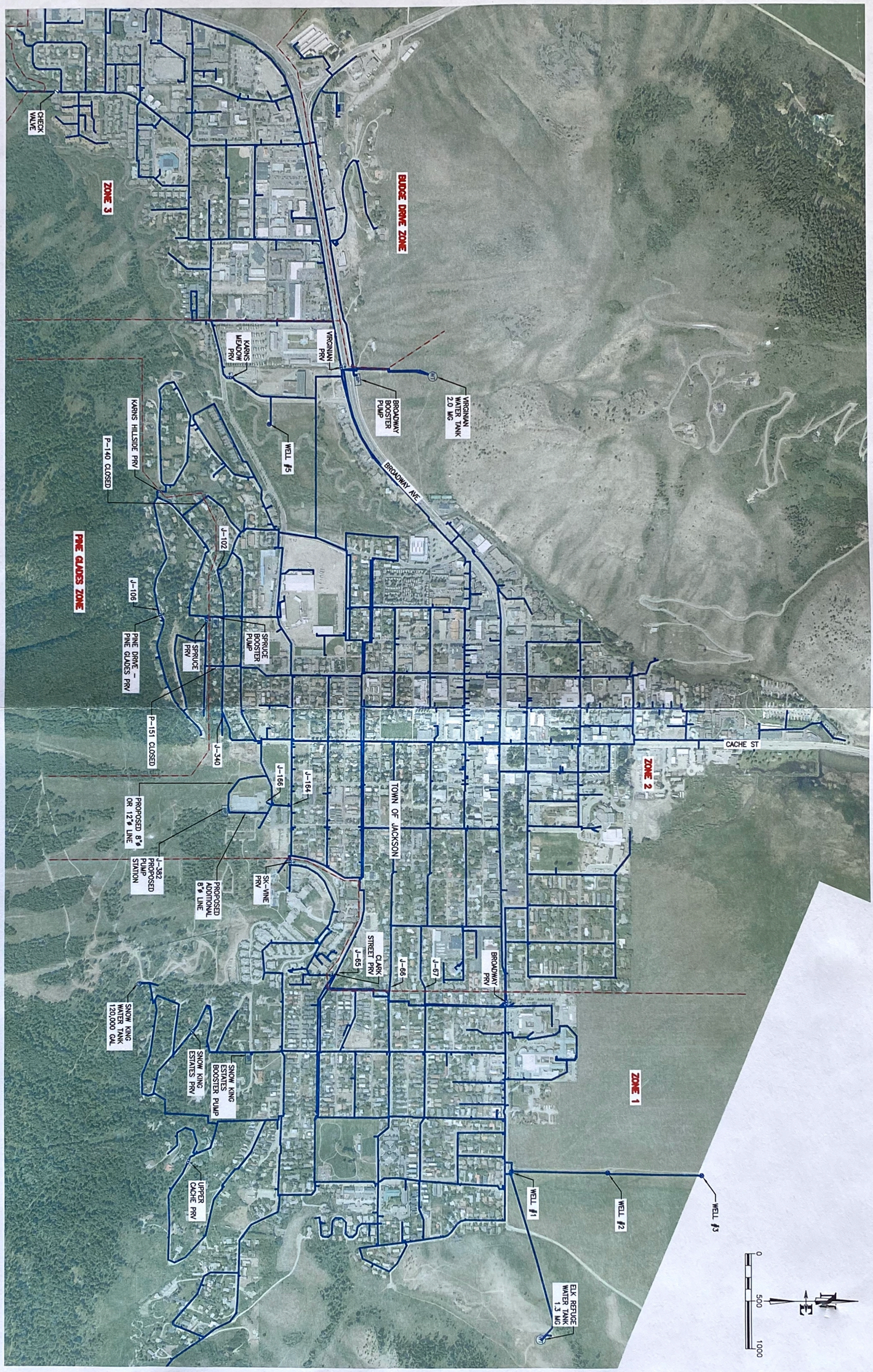
ID	Label	Elevation (ft)	Zone	Demand Collection	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
1230	J-382	6,280.00	<None>	<Collection: 1 item>	2,500.00	6,325.90	19.8
521	J-340	6,272.00	158: West	<Collection: 0 items>	1.59	6,354.40	35.7
477	J-166	6,265.00	157: Central	<Collection: 0 items>	0.67	6,348.60	36.1
385	J-65	6,280.00	157: Central	<Collection: 0 items>	0.6	6,372.30	39.9
384	J-66	6,275.00	157: Central	<Collection: 0 items>	6.23	6,371.10	41.6
383	J-67	6,274.00	157: Central	<Collection: 0 items>	8.22	6,370.50	41.8
1227	J-381	6,238.00	<None>	<Collection: 0 items>	25.76	6,335.30	42.1
353	J-102	6,265.00	157: Central	<Collection: 0 items>	4.73	6,364.60	43.1

Scenario	2020 Snow King (to new pump house with extra 8" line)
Max Month	Average August Flows
Flow Demand	2500 gpm
Pump House Elevation	6280

ID	Label	Elevation (ft)	Zone	Demand Collection	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
1230	J-382	6,280.00	<None>	<Collection: 1 item>	2,500.00	6,325.80	19.8
477	J-166	6,265.00	157: Central	<Collection: 0 items>	0.67	6,344.00	34.2
521	J-340	6,272.00	158: West	<Collection: 0 items>	1.59	6,356.50	36.6
385	J-65	6,280.00	157: Central	<Collection: 0 items>	0.6	6,372.40	40
384	J-66	6,275.00	157: Central	<Collection: 0 items>	6.23	6,371.10	41.6
383	J-67	6,274.00	157: Central	<Collection: 0 items>	8.22	6,370.60	41.8
476	J-164	6,245.00	157: Central	<Collection: 0 items>	0	6,344.00	42.8
353	J-102	6,265.00	157: Central	<Collection: 0 items>	4.73	6,365.20	43.3
229	J-106	6,438.00	160: Pine	<Collection: 0 items>	5.73	6,541.60	44.8

Key notes:
Pine Glades High Pressure System
P-140 Closed
P-151 Closed

S:\Proj\2019\336-01 (Town of Jackson - 2019 Water and Sewer Comprehensive Capacity - Civil\4 Drawings\Civil\Water Base\Mapping (Snow King Exhibit) - Mar 06 2020 10:52:27 am PLOTTED BY: alson DWG FORMAT: 23.0



DRAWING NO: EX. A	JOB TITLE: SNOW KING IMPROVEMENTS SNOW KING MOUNTAIN RESORT JACKSON, WYOMING	DRAWING TITLE: EXHIBIT A	**NELSON ENGINEERING** P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE / SURVEYED / ENGINEERED / DRAWN / CHECKED / APPROVED	REV.
JOB NO: 19-262-01					

From:	Al Zuckerman
To:	Brendan Conboy
Subject:	RE: Impacts of Snow King Operations on Cemetery
Date:	Tuesday, May 12, 2020 1:07:34 PM
Attachments:	image001.png

From: Brendan Conboy
Sent: Friday, May 08, 2020 2:03 PM
To: Al Zuckerman <AZuckerman@jacksonwy.gov>
Subject: Impacts of Snow King Operations on Cemetery

From: Brendan Conboy
Sent: Friday, May 8, 2020 12:45 PM
To: 'azuckerman@jacksonwy.com' <azuckerman@jacksonwy.com>
Subject: Impacts of Snow King Operations on Cemetery

Dear Mr. Zuckerman,

The Town is processing a request from Snow King Mountain Resort for a Conditional Use Permit for a zip line outdoor recreation operation on the eastern portion of SKMR adjacent to the cowboy coaster with a terminus near the Rafferty Center. The path of the zip line also runs parallel to the lot line for the cemetery. We are working with SKMR to develop an 'Operations Plan' to address issues like noise, hours of operation, etc., and I am reaching out to you to get a better idea of the impact a zip line or other recreation uses in the area may have on cemetery services. More specifically we would be grateful if you could provide some feedback on the following:

- How many services are held each month
  From May through October we average about 3 interments per month. During the winter we may have 1-3 interments, November thru April.
- How long, on average, is a typical service
  A typical service averages 30 to 45 minutes but a few go an hour.

- What time of day typically are services held
  Graveside services typically are held between 10 a.m. and 4 p.m.

- How much lead time do you have before a service, i.e. if you have a service on a Monday when are you made aware that a service is needed and start to prepare.
  Usually 3 days minimum in advance but a date may be set way ahead of time.
- Do the current recreation/amusement uses and associated noise have a negative/noticeable effect during cemetery services. Can the coaster or alpine slide for example be heard now?
  As you can imagine the noise (laughing, screaming, shouting, mechanical noise) for

some families can be very disturbing, distracting and seemingly disrespectful. For other families it doesn't appear to bother them. The noise generated by the mini-golf, alpine slide and coaster is currently most audible primarily for the east half of the cemetery.

In formulating the Operational Plan we envision a notification system in which the Town would notify Snow King of a funeral service during which time Snow King would suspend or mitigate operations to reduce noise, should that be an issue.

As you are aware, the amusement features are very close to the east cemetery fence line with cemetery plots being very close, as well. There have been times in the past when I had asked Ryan Stanley to shut down those features for the duration of the graveside service. This was especially the case when services were in close proximity to the east boundary of the cemetery. I would first ask the family if the features and accompanying noise were going to be an intrusion. If they said yes I would let Ryan know ahead of time when the service would take place and its duration. He was sympathetic to the situation and, in those instances, would comply and shut down. Oftentimes though, a family didn't have an issue with the noise and I would not contact him.

I am aware that shutting down the amusement features during peak times is costly and disruptive for Snow King. However, I think having an operational plan and formal agreement with Snow King to curtail or mitigate noise is very appropriate. Perhaps the ops plan could contain language that might create some flexibility, giving the family the discretion, on a case by case basis but still giving it the teeth to have Snow King comply at the family's and the Town's request.

Please feel free to call me or email me if you have any more questions.

Best,
Al Zuckerman
Cemetery Sexton
Aspen Hill Cemetery
Town Of Jackson
307-699-1091



E Snow King Ave

S Cache St

BUS/VEHICLE DROP-OFF

Bus Shelter

PICNIC SHELTER

Restroom

AMPHITHEATER/EVENT STAGE

Kiosk

HORSE SHOE PITS

PICNIC SHELTER

PICNIC SHELTER

- OPEN TURF-

RANGER BOULDER

RESTROOM

UPDATED PLAYGROUND

TETON BOULDER PARK

SLACKLINE

KM6, LLC

RESTROOM

- OPEN TURF-

GONDOLA LIFT

Snow King Mountain Ticketing Building

SNOW KING ICE CENTER

Kiosk

TUBE LIFT

- OPEN TURF-

ASPEN CEMETERY
(Town of Jackson)

CCC'S TOWN HILL LOFTS, LLC

Winter Tubing
(3) Lanes

Unobstructed Winter Zone

SNOWKING MOUNTAIN RESORT

SNOW KING CENTER
(Town of Jackson)

Teton County • Jackson
PARKS & RECREATION
Join In The Fun!

PHIL BAUX PARK

(Town of Jackson - 7.155 Acres)

Re-development Masterplan

NORTH

Snow King Master Plan Comments- Teton County/Jackson Recreation Department
October 23, 2019

Recreational Amenities within Phil Baux Park:
As understood by reviewing the master plan application, the primary impact of infrastructure to Phil Baux Park is the lift/ticketing area. As presented, the existing Cougar lift appears to be replaced with a new lift within the same footprint. P&R sees no physical impact of this structure with both current and proposed plans for the public facility. We do however have concern with the scale and location of the adjacent plaza and ticketing building. The plaza area is designed and oriented based upon existing conditions. It must be understood that future public development of the Town's park may alter the circulation and access as illustrated in the master plan. Additionally, P&R has concern with the location and orientation of the ticket building. The current building is immediately adjacent to the playground and may pose safety and circulation conflict. The building is also oriented towards the mountain, creating a service or back door elevation to the park. We would suggest the building be incorporated within the existing hillside to the south and orient in a manner that is complimentary to the park. The plaza area should be designed to direct the pedestrian flow towards the lift/ticket area, and provide physical barriers that deter overflow in, or access through the playground and climbing boulders. Such barriers should be aesthetically designed to enhance the site character and sense of place and shall comply with current CPTED (Crime Prevention Though Environmental Design Standards).

The plan also illustrates a structure and public art as a gateway to the ticket/plaza area. P&R recommends wayfinding signage within the appropriate scale and character of the park, but not advertising or commercial branding within the park. Public art within the park shall be reviewed and approved by the Parks and Recreation Dept. prior to contract execution and installation.

Parking:
The plan as presented envisions the utilization of the existing parking in Phil Baux Park to support the plaza/lift area. It remains the intension of P&R to dramatically re-develop and modify this existing parking facility. P&R requests that it be made clear to the applicant that such alterations and modifications to parking are at the discretion of the department and Town, and approval of the plan will not memorialize or entitle parking location or rights. The department continues to recommend that adequate parking, inclusive of tour bus drop off and staging shall be made on Snow King Property, and not on Town property or public rights of way.

Use of Public Property and Assets:
P&R recommends as part of the review and approval of the proposed master plan, new leases and agreements be executed. These documents shall include, but not limited to, all physical improvements on public property, access to and through the public property to such physical improvements and

utilizing of public property for program uses (ie. Tube hill, parking, ski base, etc.) We strongly feel these agreements need to be in place prior to development and use to ensure appropriate financial consideration and park oversight is provided for the public.

Mountain Sports Complex:

The information provided in the master plan application does not provide enough detail to fully understand the use and intent of the proposal. The proximity and connection to TOJ infrastructure should require a higher level of review and understanding by the town to ensure public resources and infrastructure are compatible. In addition, we recommend the submittal of an operational, access, and management plan prior to approval of use.

May 29, 2020

Re: Snowking Mountain Conditional Use Permit/Phil Baux Park Master Plan

To: Tyler Sinclair, Town of Jackson Planning Commission, and Jackson Town Council

From: Teton County/Jackson Parks and Recreation Board and Steve Ashworth, Dept. Director

The TCJPR Board appreciate the opportunity to provide comment on the Snowking Mountain Conditional Use Permit. As an advisory board serving the Jackson Town Council and the Teton County Commissioners we strongly believe it is our responsibility to advocate for community recreation and the preservation of our public spaces and parks for the enjoyment of the community and our guests. The TCJPR board has held two recent public meetings to discuss the current CUP application and would like to provide the following comments in relation to Phil Baux Park and the Base of Snowking Mountain:

- The TCJPR Board appreciates this opportunity to provide comment and review, and requests that all future variations, alterations, requests and uses of Phil Baux Park or adjacent uses that impact Phil Baux Park be presented by the applicant to the board prior to Planning Commission and Jackson town Council;
- As Snowking Mountain moves forward with additional lifts, gondola and other improvements, it is imperative that their operations shall not impact the normal public use of the park, inclusive of Town of Jackson and TCJPR special events and programs;
- All improvements, activities and programs made or performed by Snowking Mountain at Phil Baux Park shall not encumber the Town of Jackson's and TCJPR's future use, modifications or alterations of the park outside what is covered by formal lease documents;
- All parking located within the boundaries of Phil Baux Park are for the use of park and Snowking Center users. Snowking Mountain shall not utilize or program public parking in these facilities in the support of mountain operations and programs. The TCJPR Board request Snowking Mountain provide a parking, bus drop off and pedestrian access plan and program as to how they will accommodate their guests outside of the town parking facilities;
- We strongly recommend that all ticketing operations for lifts and the gondola not be placed within Phil Baux Park, and recommend that all such ticketing operations remain at the main ticketing center already established near Snowking Resort;
- The TCJPR Board recommends that Snowking Mountain should be responsible for the design and development of improved east to west pedestrian access along Snowking Ave. This route needs to be more substantial, ADA compliant and serve as the primary route between east and west attractions. The improved pedestrian route adjacent to Snowking Ave. will also reduce impacts within the park and maintain public use and park character;
- We would request that the gondola's hours of operation for public and guest use stay consistent with standard park hours by closing at 6:00PM in the winter and 9:00PM in the summer. The

board recognizes the desire for Snowking Mountain to host unique events that may be outside those hours, and request that they be handled through the Town of Jackson Special Event application process. The Board would also suggest that said special events have a maximum number per year placed on them to maintain the integrity of the hours of operations;

- The board strongly feels that the gondola should be placed on the west side of the property (near One Town Hill), and be placed either on snowking Mountain property or the Southern edge of Phil Baux Park. The board is also happy to see the retaining of Cougar lift, and are comfortable having it remain as it is place currently. Placing the gondola on the west will preserve the park character, maintain a safe and separated use between park users and the uphill guests, and eliminate bisecting the park;
- The board request that the Planning Commission and Town Council work with Snowking Mountain to ensure that the various activities and attractions they provide does not negatively impact the park and associated public realm through ambient noise and lighting;
- Our last comment is to reiterate our opposition with any current or future consideration of the zipline on the west side of Snowking Mountain.

Thank you again for the opportunity to provide comment on the CUP application, and we are happy to provide any clarifications of our comments and future review as necessary.

Date: May 19, 2020

To: Town of Jackson Planning Commission
Cc: Jackson Town Council, Town of Jackson Planning Department

Re: Snowking Mountain Conditional Use Permit

On May 14, 2020 the Teton County/Jackson Parks and Recreation Board met to discuss the current Snowking Mountain CUP application. The board continues to have concern regarding the ongoing changes and moving parts of the application, and as a result the ability to provide meaningful input for the commission and council. The board is requesting the planning commission continue the item for additional time for public and agency comment. As of the time of the P&R board meeting we were reviewing out of date applications.

The P&R Board would also like to provide the following comments in regards to the preservation of the community use and character of Phil Baux Park:

- Parking within Phil Baux Park should be for the general public use and support park functions. Snowking Mountain should be required to provide adequate parking facilities to support their uphill use;
- Access to the gondola lift should not bisect the park and impact the public's use of the facility. The board would suggest looking at locating the gondola on the west edge of the property immediately adjacent to One Town Hill. This would also allow the existing cougar lift to remain as it currently sits;
- Future improvements and use of Phil Baux Park shall not be encumbered by the approval of the CUP application;
- Snowking Mountain shall provide adequate comfort facilities to accommodate their patrons such as restrooms, shelters, trash and recycling. These services and impacts should not be the responsibility of the park;
- A contiguous park feel and use shall be maintained from the east to the west and not encumbered by uphill activities or infrastructure;

Thank you,

Steve Ashworth, Director

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 Gondola

Physical Address: 100 E. Snow King Ave

Lot, Subdivision: PT NW1/4SW1/4, SEC. 34, TWP. 41, RNG. 11 PIDN: 22-41-16-34-3-00-003

PROPERTY OWNER.

Name: Snow King Mountain Resort LLC Phone: 307 734-3351

Mailing Address: PO Box 1846 ZIP: 83001

E-mail: ryan@snowkingmountain.com

APPLICANT/AGENT.

Name: Ryan Stanley Phone: 307 734-3351

Mailing Address: PO Box 1846 ZIP: 83001

E-mail: ryan@snowkingmountain.com

DESIGNATED PRIMARY CONTACT.

_____Property Owner X_____Applicant/Agent

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

Use Permit

_____Basic Use

X_____Conditional Use

_____Special Use

Relief from the LDRs

_____Administrative Adjustment

_____Variance

_____Beneficial Use Determination

_____Appeal of an Admin. Decision

Physical Development

_____Sketch Plan

_____Development Plan

_____Design Review

Subdivision/Development Option

_____Subdivision Plat

_____Boundary Adjustment (replat)

_____Boundary Adjustment (no plat)

_____Development Option Plan

Interpretations

_____Formal Interpretation

_____Zoning Compliance Verification

Amendments to the LDRs

_____LDR Text Amendment

_____Map Amendment

Miscellaneous

_____Other:_____

_____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 #: Sept. 10, 2019

Environmental Analysis #:

Original Permit #:

Date of Neighborhood Meeting: July 31, 2019

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?

X **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

X **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.

X **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

Oct 8, 2019
Date

Ryan Stanley
Name Printed

Vice President
Title

LETTER OF AUTHORIZATION

Snow King Resort Master Association, "Owner" whose address is: 400 E. Snow King Ave, Jackson, WY 83001
(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

_____, as the owner of property more specifically legally described as: PT NW 1/4 SW 1/4, Sec. 34, TWP. 41, RNG 116, Tract B

(If too lengthy, attach description)

HEREBY AUTHORIZES Ryan Stanley 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:

Max C. Chapman Jr

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: President

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

STATE OF Wyoming)
)SS.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Max Chapman Jr this 13 day of August, 2019.

WITNESS my hand and official seal.

(Seal)

ALICIA ALFARO NOTARY My Commission Expires February 13, 2021 PUBLIC TETON COUNTY, WYOMING

(Notary Public)

My commission expires: Feb 13, 2021

SNOW KING MOUNTAIN RESORT since 1938

October 1, 2019

Ryan Stanley
Vice President & General Manager
Snow King Mountain Resort

Tyler Sinclair
Town of Jackson Planning Director
PO Box 1687
Jackson, WY 83001

Re: Snow King Gondola Conditional Use Permit

Dear Tyler,

This letter is to serve as a narrative description of the proposed gondola installation at the base of Snow King Mountain. Included with this letter and conditional use permit application is a draft grading plan for the site that visually illustrates the proposed changes to the base of the mountain.

We are seeking to replace the existing Summit and Cougar ski lifts with a detachable gondola to replace aging infrastructure that is nearing the end of its functional life. This new aerial tramway will safely and comfortably transport guests to the summit of Snow King Mountain for summer and winter recreation as well as enjoying the spectacular views of Jackson Hole.

The gondola is proposed to be located at the site of the existing Cougar chair lift with a small plaza to accommodate guests loading and unloading the gondola directly adjacent to the North. A buffer zone between the existing concrete pathway adjacent to the play structure, and the gondola staging area is proposed with landscaping and seating on both sides to match the adjacent landscaping in the park. The patio area adjacent to the gondola will be at or near street grade to provide efficient ADA access to the gondola. A small ticket booth will be located on this plaza as well as a map of the resort and informational signage.

In order to create more open space at the base of the mountain we are proposing to relocate the existing snowmaking pump house to the South of the Snow King Sports and Events Center. In moving the snowmaking facilities associated pipes and utilities will be re-routed to this location.

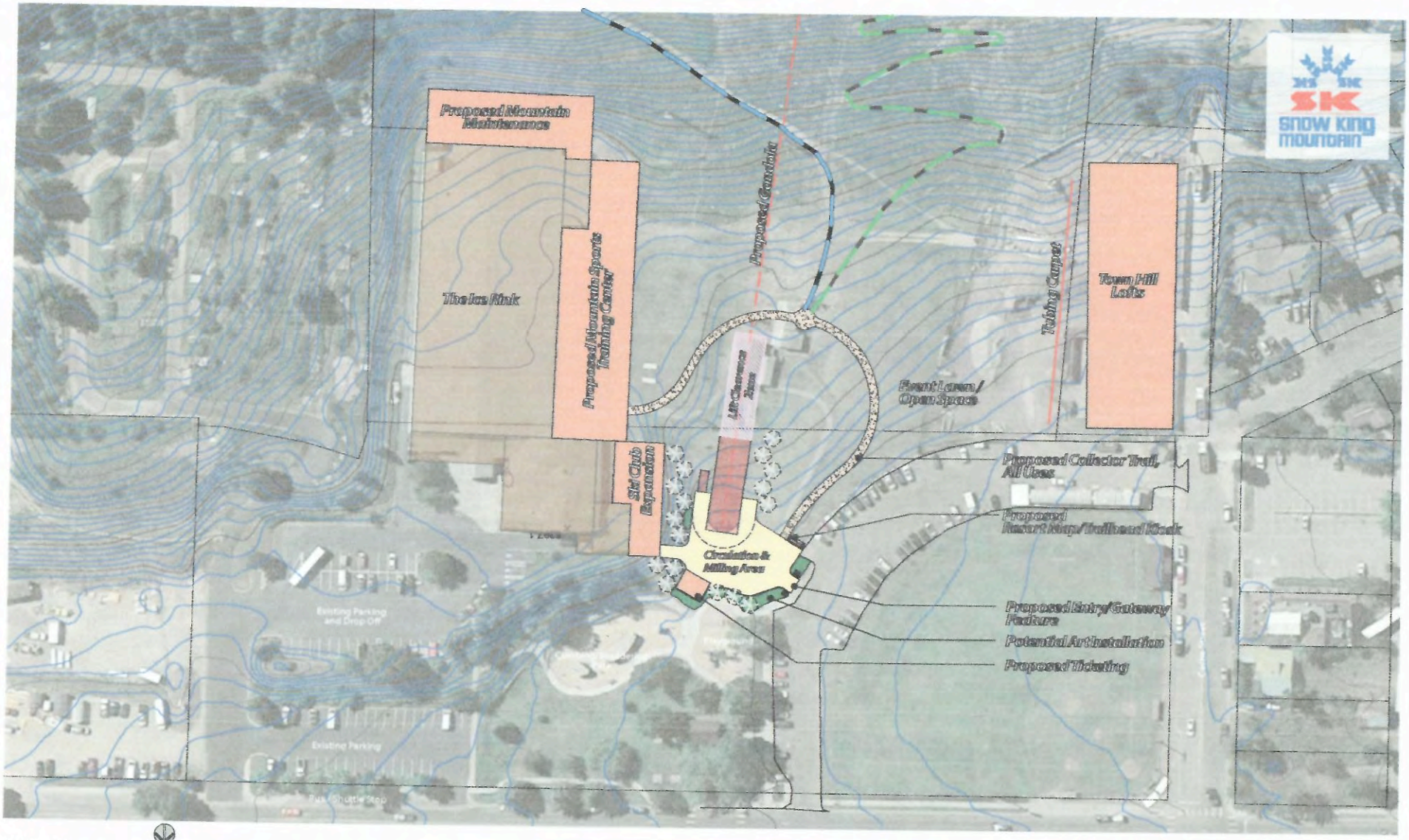
All of the dirt excavated for the gondola will be pushed uphill and used to create a smooth even grade at the base of the existing ski slope as it transitions to the parking lot at the base of the mountain. Following construction new pathways will be created to access trails leading up the mountain and the Lodge Room. A sprinkler system and sod will be installed to create a large open field that will transition into native grass further up the hill.

This project will not create any new employees for mountain operations as it involves the replacement of existing infrastructure. We currently have a team in place for long term maintenance and operations of this proposed infrastructure.

We believe this project, along with others proposed on the mountain, will help ensure the viability of Wyoming's oldest ski area for decades to come.

Sincerely,

Ryan Stanley



Contour Interval = 2 Feet

North

0 40 80 160 Feet

Prepared by:

SE GROUP

Existing Hiking Trail

Existing Mountain Bike Trail

West Portal and Phil Baux Park Concept Plan

JULY 2019

TOWN OF JACKSON
PHIL BAUX PARK

TICKET OFFICE

PROPOSED GONDOLA

EXISTING STORM SEWER, TYP.
(APPROXIMATE LOCATION)

STORM SEWER TO TOWN
STORM SEWER SYSTEM

SPORTS & EVENTS CENTER
SEWER COLLECTOR TO BE
RELOCATED

CCC'S TOWN
HILL LOFTS

SNOW KING MOUNTAIN
RESORT, LLC

TOWN OF JACKSON
SNOW KING SPORTS
& EVENTS CENTER

SNOW MAKING
WATERLINES TO
BE INSTALLED

NEW SNOW MAKING
PUMP STATION

0+00

1+00

2+00

3+00

4+00

N
E

0 30 60

359
6275.38
Building Corner

434
6276.59
Building Offset

376
6279.39
Building Corner

4
6321.76
FNDr&k PS

DATE	10/18/2019	REV.
SURVEYED	NE	
ENGINEERED	PPD	
DRAWN	PPD	
CHECKED	DD	
APPROVED	DD	

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

DRAWING TITLE
UTILITY PLAN OVERVIEW

JOB TITLE
SNOW KING GONDOLA
SNOW KING MOUNTAIN RESORT
JACKSON, WY

DRAWING NO
C1.0

JOB NO
19-262-01

S:\Proj\2019\262-01 (Snow King Mountain Resort - Summit Access Road - Civil\V4 Drawings\Civil\UTILITY.dwg (C1.0 UTILITY PLAN OVERVIEW) - Oct 18 2019 04:49:07 pm PLOTTED By dcoster DWG FORMAT: 23.0

EXISTING SNOW MAKING PUMP STATION TO BE RELOCATED

GONDOLA CENTERLINE

SUMMIT CHAIRLIFT TO BE RELOCATED

ACCESS RESTRICTION FENCING

PEDESTRIAN WALKWAY

PARKING TO REMAIN

PARKING TO REMAIN

TICKET OFFICE

OPERATOR SHACK

GONDOLA LOADING PLAZA

BENCH SEATING

LANDSCAPING AREA

EXISTING PLAYGROUD

EXISTING COUGAR CHAIRLIFT TO BE REMOVED

EXISTING BOULDER PARK

SKI LODGE

PROPERTY BOUNDARY (TYP.)

3:1

2.6%

2.0%

1.5%

2.5:1

2:1

0+00

1+00

2+00

3+00

0 15 30

DRAWING NO	C2.0
JOB NO	19-282-01
JOB TITLE	SNOW KING GONDOLA SNOW KING MOUNTAIN RESORT JACKSON, WY
DRAWING TITLE	BASE STATION SITE PLAN

DATE	10/18/2019	REV.
SURVEYED	NE	
ENGINEERED	FPD	
DRAWN	FPD	
CHECKED	DD	
APPROVED	DD	

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

S:\Proj\2019\282-01 (Snow King Mountain Resort - Summit Access Road - Civil\4 Drawings\Civil\SSOH-GONDOLA-BASE.dwg (C2.0 BASE STATION SITE PLAN) - Oct 18 2019 04:39:00 pm PLOTTED BY: dester DWG FORMAT: 23.0

April 2, 2020

Ryan Stanley
Vice President
Snow King Mountain Resort
Jackson, WY 83001

Tyler Sinclair
Town of Jackson Community Development Director
PO Box 1687
Jackson, WY 83001

RE: Gondola CUP Additional Information

Dear Tyler,

I am writing to provide additional information to accompany the submission of the Snow King Gondola Conditional Use Permit as requested by the planning department.

If all approvals are received in the coming year, we anticipate construction to commence on the proposed gondola project in the spring of 2021.

A complete lighting plan for construction will be submitted with the building and grading plans as part of the grading permit for the project; however, we would like to provide some additional information on the proposed lighting changes for night skiing. Currently, nearly all of the lights on the lower portion of the mountain on the Summit lift side are located on the lift towers of the Summit and Cougar lifts. The current lighting on in this area is below standards for night skiing in the industry due to the relatively few magnetic induction lights that are relatively far apart.

In 2014, Snow King Mountain worked with the Jackson Hole Ski and Snowboard Club and Energy Conservation works to replace the old metal halide lights on this side of the mountain with magnetic induction lights. These “snow bright” magnetic induction lights are 40% more energy efficient and produce 60% less light pollution, substantially reducing the impacts on night lighting on residents and wildlife. The system allows for lower light intensity without sacrificing human visual perception. The diffuse, soft light reduces reflection and wasted light while maximizing the light needed by skiers and riders. The output system allows light to be directed at the snow at such an angle that is transmitted laterally. This technology replaces intense blotches of light with uniform slope illumination. As a result, glare is reduced for the neighboring community and the visual experience for users is enhanced.

While this project was completed and all the lights in this area were replaced, the ultimate goal of achieving a first class night lighting system for ski race training was not achieved due to budget limitations that forced the project to concentrate on simply replacing existing lights and not executing the lighting plan that was designed to achieve this objective. Due to the elimination of a substantial number of lift towers associated with this project we have proposed to add a number of fixed light poles on the mountain

as suggested in the original lighting plan for the ski club project in 2014. Upgrading the light to the proposed plan entails adding an additional 13-20 free standing light poles on the mountain depending on the ability to place lights on trees in certain locations and approximately 30 additional lights beyond the existing number of lights in this area. Each of these lights is 300 watts. Trees will be used wherever possible in order to minimize additional obstacles on the mountain; however, in order to create a quality night skiing experience, the consistent spacing of lights is essential and as such additional poles are required.

We would like to further explain why no additional year-round employees will be generated by this development as discussed in the application. We typically employ two lift operations and maintenance managers, one supervisor, and five maintenance individuals for the operation of our 3 ski lifts and two magic carpets. This team is qualified to maintain and operate the proposed gondola in addition to providing training to the gondola operators. The proposed gondola project involves eliminating both the Cougar lift and Summit lift and replacing them with a detachable gondola. Both a gondola and lift require the same number of seasonal lift operators, and therefore we expect to have a reduction in the number of seasonal employees associated with this project. We do not anticipate any change with respect to year-round employees for the maintenance of the gondola as we will use the additional bandwidth from maintaining one less lift to do additional required gondola maintenance. When this analysis is entered into the employee housing calculation formula no additional employee housing is required.

Sincerely,



Ryan Stanley

NELSON ENGINEERING since 1964
Professional Engineers & Land Surveyors
JACKSON, WY • BUFFALO, WY WWW.NELSONENGINEERING.NET

March 26, 2020 PG/19-262

Ryan Stanley
Snow King Mountain Resort
Via email

RE: Proposal/Letter Agreement for Geotechnical Investigation, New Gondola Base Station, Snow King Mountain

Ryan:

As requested, this is a proposal for the performance of a geotechnical investigation for the proposed Gondola Base Station.

PROJECT DESCRIPTION

The proposed gondola base is located at the base of Snow King mountain. The existing Cougar lift base station will be removed and the Gondola base constructed in roughly the same location. Existing site topography consists of relatively steep manmade cut slopes to the east leading up to the events center and native undisturbed slopes of less than 20% to the south. Geologic mapping shows surficial deposits of wind-deposited loess at the base of the mountain and the project site. Wyoming Geologic Survey landslide mapping the multiple slump/multiple flow type landslide on the north face of Snow King is located about 200 feet upslope of the site.

Proposed grading will consist of a flat pad for the gondola base and excavated cuts forming a compression pit upslope to the south. Slopes of 3:1 form the pit on the south and blend into the existing steeper cuts to the east. Our project experience in the area and geologic mapping inform our expectation of subsurface profiles consisting of loess overlying stony colluvium. Stability of the local and global slopes is anticipated to be satisfactory based on site geometry and anticipated soil profiles.

SCOPE OF SERVICES

Our proposed services are as follows:

1. **Underground Utility Locates:** Nelson Engineering will call One Call of Wyoming to notify external utility companies of the proposed test pit excavations. External utilities typically include the Town of Jackson, Lower Valley Energy, gas, and telecommunications.

1. **Subsurface Investigation:** The investigation will consist of drilling three borings. Borings will be located from south to north as follows: within the base footprint, near the upper extent of the proposed compression pit, upslope of the pit grading south of the Summit base station. Boring depth will be determined by preliminary slope

stability analysis failure surfaces. Borings will be advanced with a truck mounted drill rig using hollow and or solid flight augers. Minor grading performed by Snow King may be required to provide truck drill rig access. Split spoon drive samples will be collected at designated intervals throughout the drilling process. Shelby tube and California samplers will be utilized to collect relatively undisturbed samples in softer soils. Drilling and sampling will be supervised by a professional geologist or geotechnical engineer. Drilling conditions, groundwater conditions, and samples will be carefully logged; selected samples will be laboratory tested as deemed necessary to determine engineer design parameters. A flush-mount monitoring well will be installed in a boring.

2. **Geotechnical Report:** The final work product will be a geotechnical report conforming to the International Building Code 2018 containing descriptions of general subsurface conditions including soil types and groundwater conditions, geotechnical foundation recommendations, assessments and general earthwork recommendations. **Static and seismic global slope stability analysis will be performed to verify local slope stability in the Snow King Base area.**

FEE AND PAYMENT TERMS

Nelson Engineering will perform the proposed scope of services described in above for a lump sum fee of **$14,900**. You will receive monthly billings for work in progress based upon estimated progress. This financial arrangement is based upon the prompt payment of our bills and orderly, continuous progress of the project. Nelson Engineering reserves the right to stop work if invoices remain unpaid 60 days past the date of the invoice. Past due invoices will be charged finance charges in accordance with the terms set forth in the General Provisions to Supplement Letter of Agreement Between Engineer and Client attached as Exhibit A.

PERFORMANCE SCHEDULE

Work to be performed in the summer or fall of 2020. Drill rig scheduling may require one month or more lead time. Report delivery will be within one month of completing the field investigation. If there are protracted delays for reasons beyond our control, we will negotiate with you an equitable adjustment of the completion dates and of our compensation, taking into consideration the impact of such a delay including, but not limited to, reallocation of staff and changes in price indices and pay scales applicable to the period when services are in fact being rendered. Additional services, if requested, can be considered just cause for Nelson Engineering to renegotiate the date for completion of the services.

CLIENT RESPONSIBILITIES

As the Client, you agree to provide Nelson Engineering with all pertinent and available project information and to promptly inform Nelson Engineering of any changes in the work that pertain to our scope of services. Additional Client Responsibilities are set forth in the attached General Provisions.

ADDITIONAL SERVICES

Additional services will be performed after your approval on a time and materials basis or for an agreed upon lump sum fee. Please note that revisions requested to completed work will be considered additional services.

AGREEMENT

This proposal can serve as a Letter of Agreement for services. This proposal together with Exhibit A, General Conditions between Nelson Engineering and Client represent the understanding between you and Nelson Engineering with respect to the project and may only be modified in writing signed by both parties. If it satisfactorily sets forth your understanding of our agreement, we would appreciate your signing in the space provided below and returning one set of originals to us as soon as possible.

We appreciate the opportunity to submit this proposal and to be of service to you. Please call if you have any questions.

Sincerely,





Philip Gyr, PE
Geotechnical Engineer/Principal

Dave Dufault PE
President

Encl.

Proposal Accepted by:

_____
(Printed Name)

_____ _____
(Signature) (Date)

GENERAL PROVISIONS TO AGREEMENT BETWEEN NELSON ENGINEERING AND CLIENT

1. **Authorization to Proceed**: The signing of this Agreement by the Client named thereon (hereinafter referred to as CLIENT) and Nelson Engineering (hereinafter referred to as NE) will serve as written authorization for NE to perform the scope of services called for in this Agreement. However, charges to the project by NE may precede the date of the signing of this Agreement.

2. **Extent of Agreement**: These Provisions, together with the attached Agreement and any specifically listed Exhibits represents the entire and integrated Agreement between CLIENT and NE. This Agreement may be altered only by written instrument signed by both CLIENT and NE. Work beyond the scope of services or redoing of any part of the project through no fault of NE, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement. In the event NE is prevented from performing its scope of services in whole or in part under this Agreement through no fault of NE, or in the event CLIENT requests NE to temporarily suspend the rendering of its services, the fee of NE for extra services rendered as a result of such delay shall be those set forth in the Staff Charge Rates and Reimbursable Expenses of NE in effect at the time the services, as resumed, are rendered. Any fixed price amounts shall be renegotiated to take into consideration mobilization and demobilization and any changes applicable to the period when services, as resumed, are in fact being rendered.

3. **Payment**: In the event the compensation of NE is not elsewhere herein provided, NE shall be compensated for its service hereunder according to NE's Staff Charge Rates and Reimbursable Expenses in effect at the time the services are rendered. Invoices/statements will be issued monthly. Each billing shall be due and payable upon receipt. In the event CLIENT fails to make any payment due NE within sixty (60) days after NEs billing date, the unpaid amount due NE shall bear a late charge at the rate of 1-1/2 percent per month (18% Per Annum) from date of billing until paid and, in addition, NE may suspend or terminate its services under this Agreement until it has been paid in full all amounts due for its services and expenses. Any known disagreement, dispute, or dissatisfaction of NE services shall be resolved at the time they arise rather than waiting until the final payment. The progress billings, when paid, represent acceptances by CLIENT of the invoiced services performed by NE insofar as CLIENT has knowledge of the services provided.

4. **Disputes**: In the event that a dispute should arise relating to the performance of the services to be provided under this Agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred, including statutory court costs and reasonable and necessary attorneys' fees. Any litigation resulting from a dispute covered by this Agreement shall be heard in a court of competent Jurisdiction in Teton County, Wyoming. NE shall carry on NE's work, maintain its progress, and fulfill its Agreement, in spite of the existence of, and during, any dispute and/or legal proceedings with respect to this Agreement, provided that payment for these services is provided by CLIENT to NE in accordance with this Agreement. All claims between the parties shall be deemed relinquished unless filed within one (1) year after substantial completion of the services.

5. **Warranty and Liability**: Services performed by NE within the limits prescribed by this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Unless otherwise expressly stated or agreed in writing between the parties, no other warranty or representation, either expressed or implied, is included or intended under this Agreement.

   It is assumed that the work site is free of hazardous materials. When hazardous materials are known, assumed or suspected to exist at a site, NE is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that NE deems prudent to minimize physical risks to its employees and the public. By joining in this Agreement, CLIENT warrants that NE will be notified of any known or suspected occurrences of hazardous materials at the project site. CLIENT will notify NE of any known or suspected occurrences of hazardous materials at the project site.

   By entering into this Agreement, CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by others, for the project underway. Data, interpretations and recommendations of NE are based solely on the information available. NE will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed. Where NE is provided (for the purposes of consultation or design) with data developed by others, NE will not be responsible for the accuracy of said data, only for the conclusions made in good faith of that data by NE. Should subsequent information indicate that such data provided to NE is incorrect, NE is not responsible for any design or consultation conclusions which were made based upon such incorrect information.

6. **Insurance**: NE represents and warrants that it and its staff are protected by workers compensation insurance and that NE has public liability and property damage insurance policies. Certificates for all such policies of insurance shall be provided to CLIENT, upon request in writing. Within the limits and conditions of such insurance, NE agrees to indemnify and save CLIENT harmless from and against any loss, damage, or liability arising from any negligent act or omission by NE in the performance of NE's professional services. NE shall not be responsible for any loss, damage, or liability arising from any act, omission, or fault of CLIENT, or other third parties.

7. **Limitation of Liability**: Notwithstanding any other provision of this Agreement, due to the relative risks and benefits involved with the Project and the disproportionate nature of the risks compared to the amount to be paid under this Agreement, CLIENT agrees to limit NE's liability, including the liability of NE's officers, employees, agents, subconsultants, and others for whom NE is legally liable, due to professional negligence and to any liability arising out of or relating to this Agreement, to a maximum of NE's engineering services fee. It is the express intent of this provision to limit the potential liability of NE to the fee for services. Under no circumstance shall either party be liable to the other for consequential, incidental or indirect damages, including, but not limited to, loss of use or loss of profit.

8. **Fiduciary Service**: CLIENT confirms that neither NE nor any of NE's subconsultants or subcontractors has offered any fiduciary service to the CLIENT and no fiduciary responsibility shall be owed to the CLIENT by the NE or any of NE's subconsultants or subcontractors as a consequence of NE's entering into this Agreement with the CLIENT.

9. **Construction Phase Service**: When NE acts as CLIENT's representative during any construction phase, unless otherwise agreed upon in writing, NE does not have the authority or responsibility to supervise construction or stop the construction work. NE is neither a guarantor of CLIENTs performance nor a surrogate surety for CLIENT. If the work is to be stopped for whatever reason, CLIENT must take that action based on full consideration of the legal consequences.

10. **Responsibility**: NE shall not be responsible for acts of any party or parties involved in the services covered by this Agreement other than its own. NE is not and shall not be responsible for CLIENT's or any of its subcontractor's safety precautions, means, methods, techniques, sequences, materials, workmanship, or procedures. NE makes no warranties, express or implied, regarding the professional advice or services furnished by others. Nothing contained in this Agreement shall create a contractual relationship with, a duty toward, or a cause of action in favor of a third party against either NE or CLIENT. This Agreement is not intended to confer a separate and distinct benefit upon any third party.

11. **Ownership and Maintenance of Documents**: All materials resulting from NE's efforts on this project, including documents, calculations, maps, photographs, drawings, computer printouts, notes, and any other pertinent data are instruments of NE's service, but unless otherwise specified in the scope of services shall be owned by CLIENT. In any event, NE shall have the right to retain copies of all said instruments of service.

    NE shall maintain for CLIENT all such materials and data in kind or on disc, for a period of not less than two years after completion of the project. CLIENT shall specify in advance and be charged for all arrangements for special or extended period maintenance of such materials by NE.

12. **Re-Use Prohibited**: All reports, design, and other materials resulting from NE's efforts on this project are not intended or represented to be suitable for reuse by CLIENT, or others on extensions or modifications of this project or any other project. Reuse of said reports, designs or other materials by CLIENT on such extensions, modifications or other project without written permission or adaptation by NE for the specific purpose intended shall be at the user's sole risk, without liability on NE's part, and CLIENT agrees to indemnify and hold harmless NE from all claims, damages, and expenses including attorney's fees arising out of such reuse. Any reuse or adaptation of the instruments of service occurring with NE's written permission shall entitle NE to further compensation in amounts to be agreed upon with CLIENT.

13. **Termination**: This Agreement may be terminated by either party by not less than ten (10) days written notice to the other party specifying a substantial failure to perform in accordance with the terms of this Agreement through no fault of the notifying party. Such

termination shall not be effective if that substantial failure is capable of and has been remedied before expiration of the time specified in the written notice. If this Agreement is terminated, NE shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination or suspension for more than three (3) months prior to completion of all designs or reports contemplated by this Agreement, NE may perform such analyses and prepare records as are necessary to complete appropriate files and may also prepare a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of NE in completing such analyses, records, and reports.

14. **Assignments and Subcontracts**: Unless identified in the scope of services, neither party to this Agreement shall assign, subcontract, or otherwise transfer its rights or obligations hereunder without prior written consent of the other party.

15. **Compliance with Laws**: Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken, and all remaining provisions shall continue valid and binding upon the parties. CLIENT and NE shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable and which come as close as possible to expressing the intention of the original provisions.

16. **Independent Contractor Status**: Nothing in this Agreement shall construe NE or any of its employees or agents to be CLIENT employees, agents or representatives. NE shall be an independent contractor and shall have responsibility for and control over the details and means for performing its services. NE shall be subject to the directions of CLIENT only with respect to the scope of services and the general results required.

17. **Confidentiality**: NE shall hold confidential all business or technical information obtained from CLIENT or its affiliates or generated in the performance of services under this Agreement. NE shall not disclose such information without CLIENT's consent except to the extent required for: 1) performance of services under this Agreement; 2) compliance with professional standards of conduct for preservation of the public safety, health, and welfare; 3) compliance with any court order or other governmental directive; and/or 4) protection of NE against claims or liabilities arising from performance or services under this Agreement. NE's obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

NELSON ENGINEERING since 1964
Professional Engineers & Land Surveyors
JACKSON, WY • BUFFALO, WY WWW.NELSONENGINEERING.NET

April 10, 2020 DD/19-262-01

Town of Jackson Planning and Public Works
Jackson, WY

ATTN: Tyler Sinclair & Brian Lenz
Re: Snow King Gondola CUP – Supplemental Information regarding Water Supplies

Dear Tyler and Brian:

This letter is to provide further information in regards to the water supply information originally submitted with the CUP for the Snow King Gondola and Zip Line Project.

The original submitted information included the following:

As part of the relocation of the snowmaking pump station, an 8 inch waterline loop is proposed to be installed in order to increase snow making capacity. Modeling results of the addition of this 8 inch loop to the Town's water system indicates that installation of the waterline loop can increase snow making capacity from the current 600 gallons per minute to up to 2400 gallons per minute. Modeling results indicate that snow making demands of 2400 gallons per minute at the new pump station location will result in a 20 psi delivery pressure at the pump house while also providing maximum day demands elsewhere in the zone at no less than 45 psi. The proposed waterline loop will extend along the east and south side of the Snow King Event Center, where it serves the pump station on the south side, and completes the loop on the west side of the events center and connects back to the 8 inch main near the current connection of the existing 6 inch service. All water use, including snow making and irrigation, on the proposed loop will be metered.

To supplement and provide greater understanding about Snow King's intent with the information submitted, please consider the following:

Snow King's operation relies heavily on snowmaking. Natural snowfall has historically been insufficient, particularly in early season, to enable the Resort to provide skiing services without supplemental snow via snow making. Early season skiing at Snow King is important for not only Snow King's business and is also critical to the Jackson Hole Ski Club and local ski programs, but it also provides additional benefit to other business in the community by attracting other skiers and ski teams that desire a location for early season training. That said, it is Snow King's desire to improve their snow making capacity by increasing water supply. More water means more snow (as long as weather is cold enough). And more water enables snow to be put down on the ground faster.

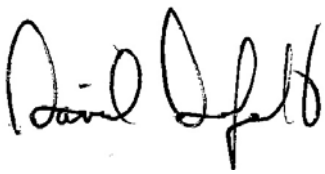
It should be understood that snow making at Snow King essentially occurs for approximately 6 weeks and typically occurs from mid-October to the end of December when temperatures are suitably cold for productive snow making. It should also be understood that this period of snow

making is outside of the peak water demand season for the Town of Jackson (late spring, summer, and early fall, when locals are using water for irrigation and when the Town population is at its peak with tourists and second homeowners). Because snow making is occurring off the seasonal peak, and also often at night when domestic demands are also low, the Town's system's capacity is capable to provide Snow King with additional water flow for snow making beyond the 600 gpm currently supplied.

The addition of a new 8-inch water main, and potential loop around the ice rink, with the waterline is proposed under the CUP. It is a necessity to move the existing pump station in order to install the gondola as currently proposed. Installing a larger capacity service line while relocating the pump station is proposed in order to allow for more snow making capacity within the water service. The preliminary water modeling results, attached, can be further evaluated with Town Engineering and Water Department to better understand the capacity of the Town's system to provide additional supply. This further analysis should include not only calibration of the piping network's hydraulics, but also the demands within the zone that coincide with the time that snow making is occurring. Although the information within the CUP indicates that flows for snow making may be acceptable up to 2400 gpm, it is understood that the proposed new pump station, water supply piping, and metering will ultimately be designed, following CUP approval, to be within an acceptable supply range that the Town water distribution can accommodate while also, of course, meeting all other demands on the system including fire flows.

Finally, it should be noted that Nelson Engineering and Snow King have evaluated other alternatives to provide additional snow making water supply. The alternatives evaluated include drilling a well at the base of Snow King;, re-use of the Town thaw well in Karns Meadow and re-implementation of the previously installed dedicated snow making transmission pipeline from Karns to Snow king; and even the possibility of a new well for snow making supply in Leeks Canyon on the south side of Snow King. These evaluations concluded that Snow King is best served, at least at present, by asking the Town to provide additional water supply, potentially up to 2400 gpm. However, at this time, Snow King simply is asking for the CUP to be approved with concurrence by the Town that additional supplies can be provided, with the flow rate of the additional supply be determined and approved with Town Engineering and Water Department concurrence during the construction permit process.

Please let me know if you have any questions.
Sincerely,



Dave Dufault, PE
Senior Project Manager

Encl.
cc. Ryan Stanley

Scenario	2020 Snow King
Max Month	Average August Flows
Flow Demand	800 gpm

ID	Label	Elevation (ft)	Zone	Demand Collection	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
1230	J-382	6,280.00	<None>	<Collection: 0 items>	(N/A)	(N/A)	(N/A)
385	J-65	6,280.00	157: Central	<Collection: 0 items>	0.6	6,373.00	40.2
521	J-340	6,272.00	158: West	<Collection: 0 items>	1.59	6,369.40	42.1
384	J-66	6,275.00	157: Central	<Collection: 0 items>	6.23	6,372.50	42.2
383	J-67	6,274.00	157: Central	<Collection: 0 items>	8.22	6,372.20	42.5
477	J-166	6,265.00	157: Central	<Collection: 0 items>	0.67	6,368.70	44.9
353	J-102	6,265.00	157: Central	<Collection: 0 items>	4.73	6,370.90	45.8
378	J-73	6,264.00	157: Central	<Collection: 0 items>	9.39	6,371.60	46.6
229	J-106	6,438.00	160: Pine	<Collection: 0 items>	5.73	6,548.90	48
386	J-64	6,261.00	157: Central	<Collection: 0 items>	12.25	6,372.00	48

Scenario	2020 Snow King (to new pump house 8" line)
Max Month	Average August Flows
Flow Demand	1500 gpm
Pump House Elevation	6280

ID	Label	Elevation (ft)	Zone	Demand Collection	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
1230	J-382	6,280.00	<None>	<Collection: 1 item>	1,500.00	6,330.70	21.9
521	J-340	6,272.00	158: West	<Collection: 0 items>	1.59	6,364.60	40.1
385	J-65	6,280.00	157: Central	<Collection: 0 items>	0.6	6,372.80	40.1
384	J-66	6,275.00	157: Central	<Collection: 0 items>	6.23	6,371.90	41.9
477	J-166	6,265.00	157: Central	<Collection: 0 items>	0.67	6,362.40	42.1
383	J-67	6,274.00	157: Central	<Collection: 0 items>	8.22	6,371.60	42.2
353	J-102	6,265.00	157: Central	<Collection: 0 items>	4.73	6,368.60	44.8
378	J-73	6,264.00	157: Central	<Collection: 0 items>	9.39	6,370.70	46.1
229	J-106	6,438.00	160: Pine	<Collection: 0 items>	5.73	6,546.00	46.7

Scenario	2020 Snow King (to new pump house 12" line)
Max Month	Average August Flows
Flow Demand	2500 gpm
Pump House Elevation	6280

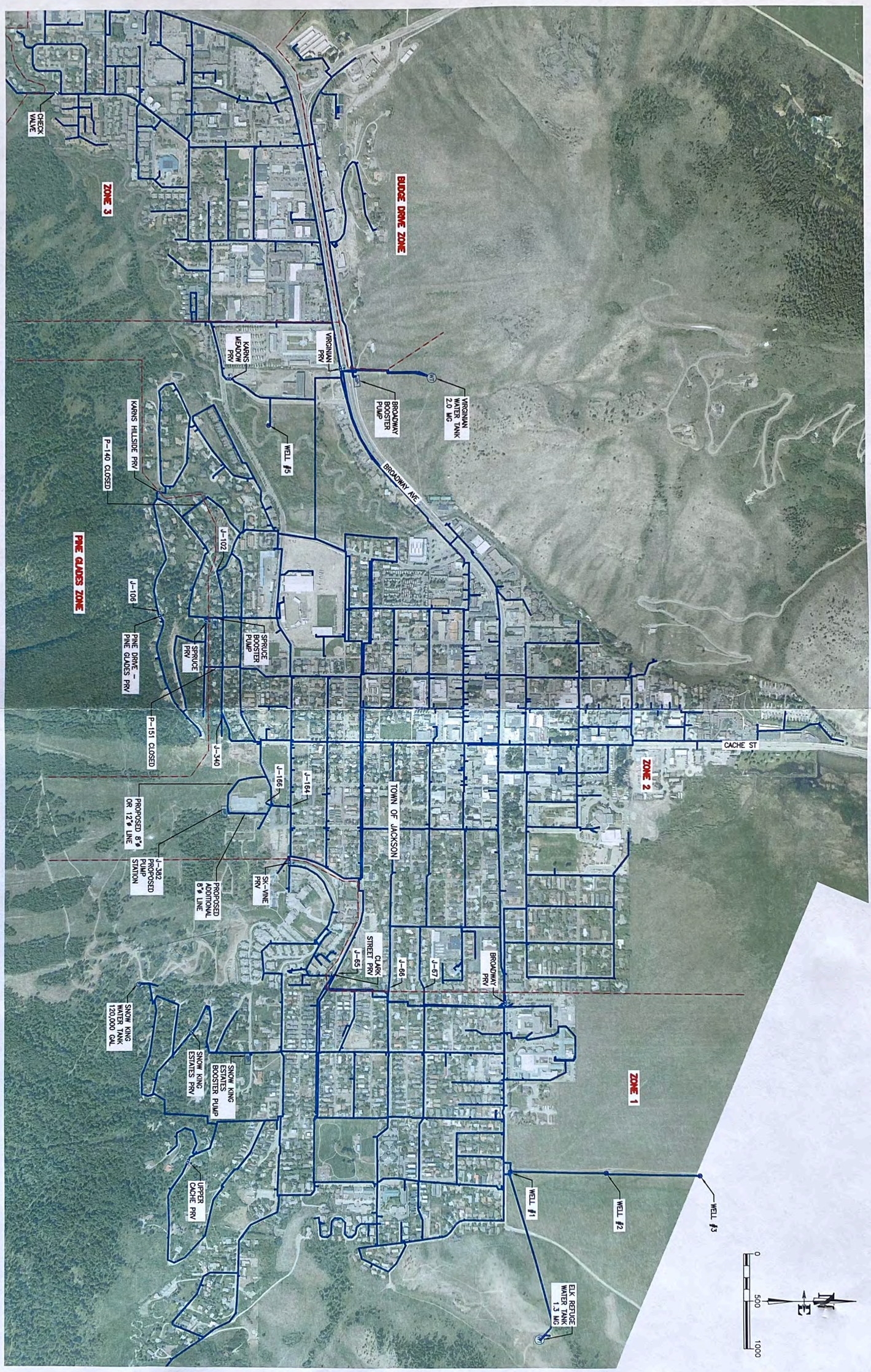
ID	Label	Elevation (ft)	Zone	Demand Collection	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
1230	J-382	6,280.00	<None>	<Collection: 1 item>	2,500.00	6,325.90	19.8
521	J-340	6,272.00	158: West	<Collection: 0 items>	1.59	6,354.40	35.7
477	J-166	6,265.00	157: Central	<Collection: 0 items>	0.67	6,348.60	36.1
385	J-65	6,280.00	157: Central	<Collection: 0 items>	0.6	6,372.30	39.9
384	J-66	6,275.00	157: Central	<Collection: 0 items>	6.23	6,371.10	41.6
383	J-67	6,274.00	157: Central	<Collection: 0 items>	8.22	6,370.50	41.8
1227	J-381	6,238.00	<None>	<Collection: 0 items>	25.76	6,335.30	42.1
353	J-102	6,265.00	157: Central	<Collection: 0 items>	4.73	6,364.60	43.1

Scenario	2020 Snow King (to new pump house with extra 8" line)
Max Month	Average August Flows
Flow Demand	2500 gpm
Pump House Elevation	6280

ID	Label	Elevation (ft)	Zone	Demand Collection	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
1230	J-382	6,280.00	<None>	<Collection: 1 item>	2,500.00	6,325.80	19.8
477	J-166	6,265.00	157: Central	<Collection: 0 items>	0.67	6,344.00	34.2
521	J-340	6,272.00	158: West	<Collection: 0 items>	1.59	6,356.50	36.6
385	J-65	6,280.00	157: Central	<Collection: 0 items>	0.6	6,372.40	40
384	J-66	6,275.00	157: Central	<Collection: 0 items>	6.23	6,371.10	41.6
383	J-67	6,274.00	157: Central	<Collection: 0 items>	8.22	6,370.60	41.8
476	J-164	6,245.00	157: Central	<Collection: 0 items>	0	6,344.00	42.8
353	J-102	6,265.00	157: Central	<Collection: 0 items>	4.73	6,365.20	43.3
229	J-106	6,438.00	160: Pine	<Collection: 0 items>	5.73	6,541.60	44.8

Key notes:
Pine Glades High Pressure System
P-140 Closed
P-151 Closed

S:\Proj\2019\336-01 (Town of Jackson - 2019 Water and Sewer Comprehensive Capacity - Civil\4 Drawings\Civil\Water Base\Mapping (Snow King Exhibit) - Mar 06 2020 10:50:27 am PLOTTED BY: alson DWG FORMAT: 23.0



DRAWING NO: EX. A	JOB TITLE: SNOW KING IMPROVEMENTS SNOW KING MOUNTAIN RESORT JACKSON, WYOMING	DRAWING TITLE: EXHIBIT A	**NELSON ENGINEERING** P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE / SURVEYED / ENGINEERED / DRAWN / CHECKED / APPROVED	REV.
JOB NO: 19-262-01					

TOWN OF JACKSON
PHIL BAUX PARK

CCC'S TOWN
HILL LOFTS

SNOW KING MOUNTAIN
RESORT, LLC

TOWN OF JACKSON
SNOW KING SPORTS
& EVENTS CENTER

PROPOSED NEW
TICKET OFFICE

INSTALL 8"ø HOT TAP
AND ISOLATION VALVE
ON EXISTING 8" ø
WATER LINE

REPLACE EXISTING WATER
SERVICE TO SPORTS AND
EVENTS CENTER

PROPOSED GONDOLA
BASE STATION

EXISTING WATER METER TO
REMAIN, OR GET UPGRADED

NEW 8"ø WATER SERVICE LINE
FOR SNOWMAKING

MECHANICAL/BOILER BUILDING

POWER VAULT AND TRANSFORMER

LOCATE METER AFTER
SPORTS CENTER
SERVICE LINE TEE

SAW CUT EXISTING ASPHALT
AND TRENCH IN 8"ø WATER
LINE TO PROPOSED PUMP
HOUSE

EXISTING
CLEANOUT
(MH-3)

EXISTING STORM SEWER, TYP.
(APPROXIMATE LOCATION)

TOWN HILL LOFTS SUBSURFACE
STORMWATER DETENTION

FRENCH DRAIN BEHIND CURB, PER
DETAIL 1/C4.0. CONNECT TO NEW
STORM WATER MH AS SHOWN.

EXISTING STORM DRAIN FOR SNOW
KING SNOWMAKING WATERLINES:
LOCATION TO BE FIELD VERIFIED

CONNECT ADS PIPE FROM
FRENCH DRAIN TO SCH40 PVC
AND ROUTE TO STORMWATER
MANHOLE, AS SHOWN.

EXISTING STORM
SEWER SYSTEM

FIELD VERIFY LOCATION OF EXISTING
SNOWMAKING DRAIN LINE. INSTALL NEW
MH TO RECEIVE NEW STORM DRAIN LINES

RELOCATED SANITARY SEWER
FOR EVENTS CENTER

SEWER TO BE ABANDONED

CONNECT TO
EXISTING
STORM SEWER

CONTRACTOR SHALL USE EXPLORATORY
EXCAVATION TO DETERMINE BURY DEPTH
OF EXISTING WATER LINE TO FEED
SNOWMAKING FOR TOP OF SLED HILL

"KING TUBES"
TUBE PARK
CONVEYOR
BELT

INSTALL JUNCTION FITTINGS AND ISOLATION
VALVES ON EXISTING SNOW MAKING WATER
LINES AND CONNECT PRESSURIZED SERVICE
LINES FROM PROPOSED PUMP HOUSE

INSTALL 8"ø STORM WATER
DRAIN LINE AS SHOWN

SNOW MAKING
WATERLINES TO
BE INSTALLED

NEW SNOW MAKING
PUMP STATION

INSTALL NEW POWER VAULT HERE AND NEW BURIED
POWER SERVICE TO PROPOSED PUMP HOUSE.
TRENCH BURIED POWER UPHILL TO INTERCEPT
EXISTING CONDUIT SERVICING MIDWAY STATION.

ENTER WATER SERVICE LOOP TO
PUMP HOUSE, AND EXIT (2) HIGH
PRESSURE WATER LINES FOR
SNOW MAKING SUPPLY LINES
(REQUESTED FLOW RATE OF 2500
GPM). ENTER BURIED POWER, AND
EXIT STORMWATER DRAIN LINE.

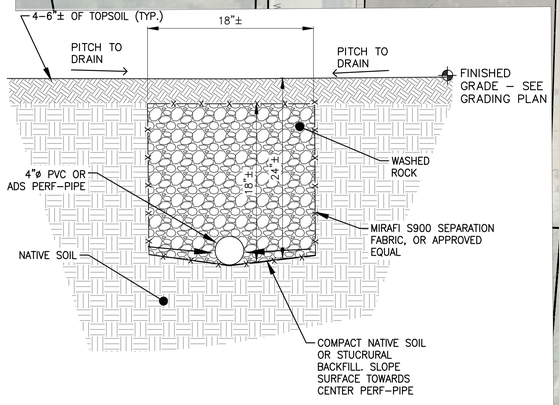
INTERCEPT EXISTING CONDUIT AND PULL
NEW BURIED POWER LINE THROUGH
CONDUIT TO SERVICE MIDWAY STATION

0+00
1+00
2+00
3+00
4+00

2 ◇6275.40 FNDbc PNS 164

4 ◇6321.76 FNDr&k PS

0 30 60



1 / C4.0 FRENCH DRAIN DETAIL
SCALE: N.T.S.

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

		REV.
DATE	3/31/2020	
SURVEYED	NE	
ENGINEERED		
DRAWN	NB	
CHECKED	DD	
APPROVED	DD	

DRAWING TITLE: UTILITY PLAN OVERVIEW

JOB TITLE: SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO: C4.0

JOB NO: 19-282-01

S:\Proj\2019\282-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\USGN-UTILITY.dwg (UTILITY PLAN OVERVIEW) - Mar 31 2020 04:45:22 pm PLOTTED BY: Nate Dwg FORMAT: 230

TOWN OF JACKSON
PHIL BAUX PARK

CCC'S TOWN
HILL LOFTS

SNOW KING MOUNTAIN
RESORT, LLC

TOWN OF JACKSON
SNOW KING SPORTS
& EVENTS CENTER

EXISTING
CLEANOUT
(MH-3)

A
B
C
D

0+00
1+00
2+00
3+00
4+00
3+50

INTERCEPT EXISTING CONDUIT AND PULL
NEW BURIED POWER LINE THROUGH
CONDUIT TO SERVICE MIDWAY STATION

0 30 60

N
E

2
6275.46
FNDbc PNS 164

4
6321.76
FNDr&k PS

REV.		
3/31/2020		
DATE	SURVEYED	NE
	ENGINEERED	
	DRAWN	NB
	CHECKED	DD
	APPROVED	DD

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

DRAWING TITLE
BASE STATION EARTHWORK OVERVIEW
PLAN VIEW

JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

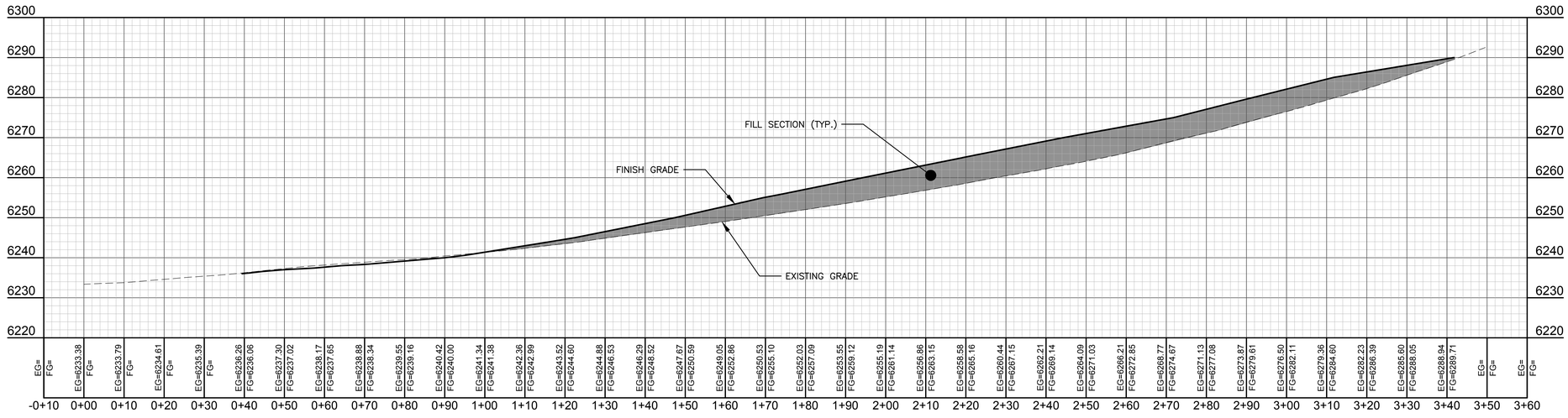
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C6.0

JOB NO
19-262-01

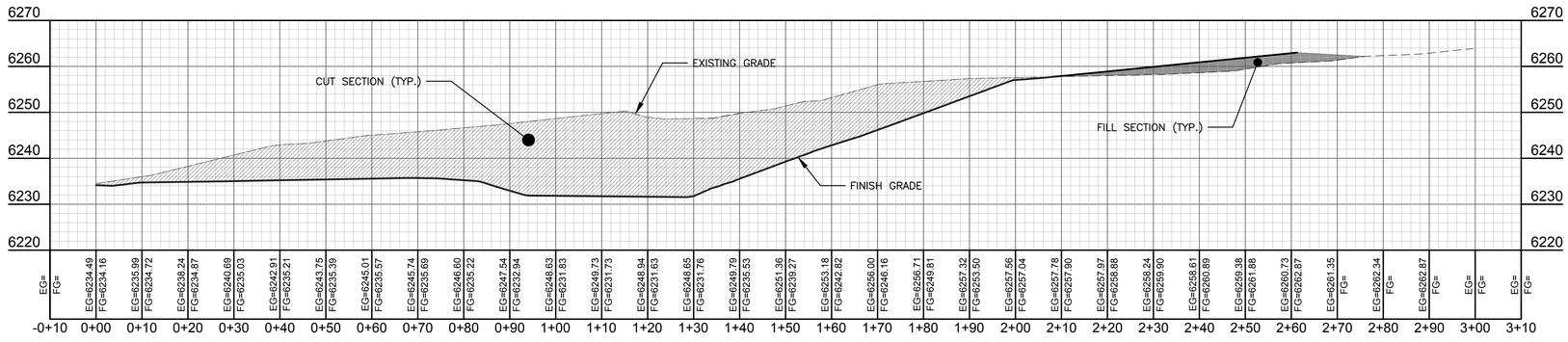
S:\Proj\2019\262-01 (Snow King Summit Condos, Improvements)\14 Drawings\Civil\SSDR+UTILITY.dwg C6\EARTHWORK @ BASE PLAN - Mar 31, 2020 02:32:32 pm PLOTTED BY: bates DWG FORMAT: 23.0

GONDOLA BASE EARTHWORK SUMMARY:

CUT: 9158 CY
FILL: 8385 CY
NET: 773 CY (CUT)



EARTHWORKS SECTION 1 PROFILE



EARTHWORK SECTION 2 PROFILE B-B

DATE	3/31/2020	REV.
SURVEYED	NE	
ENGINEERED		
DRAWN	NB	
CHECKED	DD	
APPROVED	DD	

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

DRAWING TITLE
BASE STATION EARTHWORK
SECTION VIEWS: 1 OF 2

JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

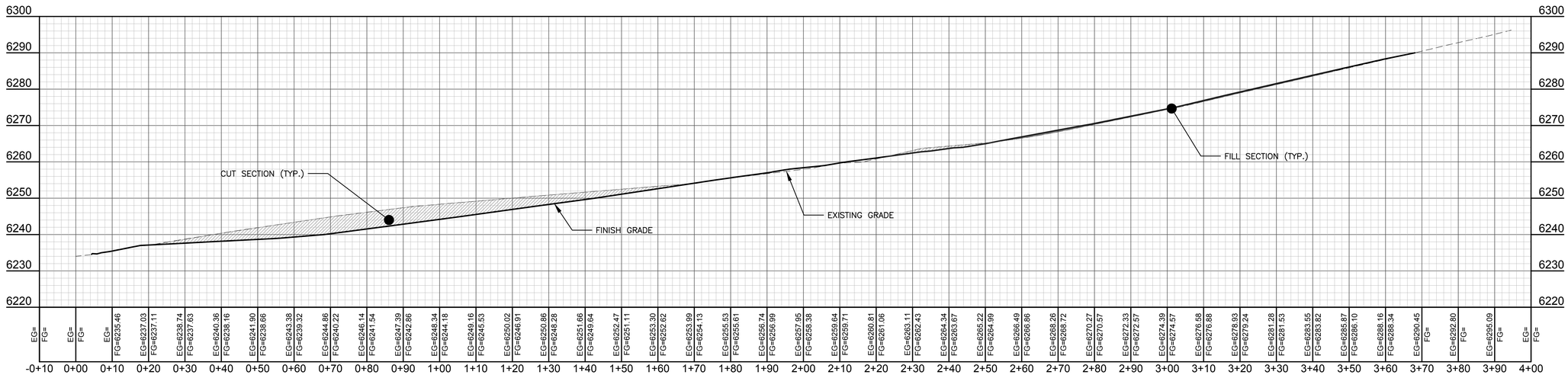
DRAWING NO C8.1

JOB NO 19-282-01

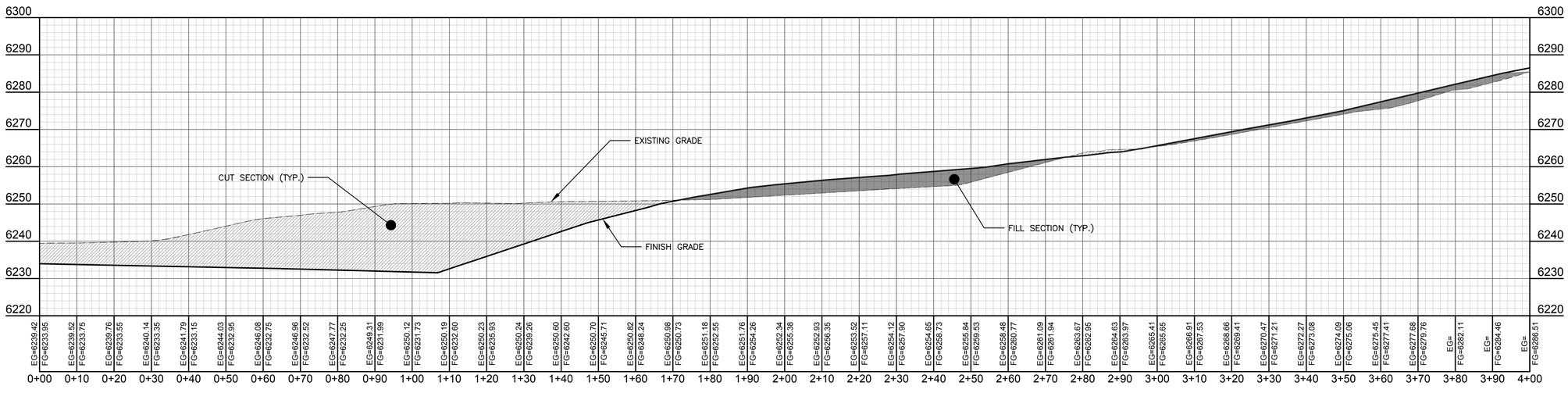
S:\Proj\2019\282-01 (Snow King Summit Gondola Improvements)\14 Drawings\Civil\BSGN-UTILITY.dwg (EARTHWORK & BASE SECTIONS) - Mar 31 2020 03:32:23 pm PLOTTED BY bates DWG FORMAT: 23.0

GONDOLA BASE EARTHWORK SUMMARY:

CUT: 9158 CY
FILL: 8385 CY
NET: 773 CY (CUT)



EARTHWORK SECTION 3 PROFILE C-C



GONDOLA CENTERLINE PROFILE D-D

REV.		
DATE	3/31/2020	
SURVEYED	NE	
ENGINEERED		
DRAWN	NB	
CHECKED	DD	
APPROVED	DD	

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

DRAWING TITLE
BASE STATION EARTHWORK
SECTION VIEWS: 2 OF 2

JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO C6.2

JOB NO 19-262-01

S:\Proj\2019\262-01 (Snow King Summit Gondola Improvements)\14 Drawings\Civil\BSGH-UTILITY.dwg (EARTHWORK & BASE SECTIONS (2)) - Mar 31 2020 02:44:5 pm PLOTTED BY: bates DWG FORMAT: 23.0

From: rwheelerjr@comcast.net
To: Pete Muldoon; Town Council
Subject: SK Amendment -Recent Public Draft. (Asking for fairness, not favors.)
Date: Tuesday, April 28, 2020 11:50:44 AM

Dear Mayor and Town Council,

The Pitchfork Homeowners Association respectively requests that you delay signing the latest version of the Master Plan for 90 days. The reasons for the requested delay are first, the draft was not coordinated with nor concurred to by the legacy condo associations and second, adopting this Master Plan as written will have extensive adverse effects on all of our property rights and values going forward. These adverse effects are detailed in letters from our Association President Dave Navratil and other Legacy Condo Associations Presidents. The current Covid-19 state and it effects are limiting our ability to resolve issues in a timely manner, engage with legal counsel, respond to the documents that have recently surfaced, and/or work with Snow King on language that would be acceptable to all.

The language recently added to the Master Plan gives excessive authority and control to SKRMA and conflicts with other existing individual documents. There are many issues that need in depth discussion to reach a fair position for all involved. These issues can be summarized into two main categories:

1. Clearly defining the relationship between SKMRA and the Legacy Condo Associations, two diverse organizations with different purposes.

2. Detailing a framework consisting of processes, procedures, and approvals from all stakeholders so these two organizations can work together transparently for the betterment of all involved and achieving the towns goals.

We urge the Town Of Jackson (TOJ) to grant a 90 day delay so that all involved can do the needed ground work in an effort to come to a consensus on language in the Master Agreement that would be beneficial to all.

If there is no way a delay can be granted then we respectively request that you amend the following paragraph to read as below:

I.H.2. Statement Regarding Sub-Area #6.
~~To be clear,~~ Sub-Area #6 is located within ~~and is governed by this Master Plan~~. the PRD. Sub-Area #6 is approximately 4.85 acres. ~~and can accommodate a maximum of 252 guests. These 252 guests reduce the maximum lodging capacity (i.e. APOs) remaining in Sub-Areas #1- 5 to 2,208 (2,460 APOs – 252 = 2,208 APOs).~~ Owners of property within Sub-Area #6 are permitted to short-term rent their units. ~~The ability to short-term rent~~

~~comes from this Master Plan. Any owner that chooses to short-term rent their property within Sub-Area #6 shall be required to pay to SKRMA 1% on the gross revenue generated from all short-term rentals.~~ **The 1% Assessment for The Legacy Properties shall be allocated to maintenance, easements and/or improvements as described in our underlying Property titles (and/or) allocated to the Mountain Fund.** ~~This 1% fee (the SKRMA Fee, as defined and described in Chapter 11) is explained in more detail in Chapter 11. This 1% fee applies to all short-term rentals in the Master Plan.~~

Thank you for your attention to this matter,

Respectively Signed
Pitchfork Homeowners

Kelly Biscombe	Trevor Bloom	Scott Cummings	Beth Cummings
Lee Gardner	John Haley	Tim Harland	Patrice Kangas
Keely Kelleher	Steve Lee	Laura Lorenz	Terri Mrosko
David Navratil	Patty Navratil	Brandie Orchard	Mel Orchard
Doug Parks	Paula Parks	Patrick Patterson	Karin Patterson
Charles Payne	Bette Payne	James Peck	Carl Pelletier
Charles Plummer	Gordon Schwabacher	Lida Steves	Adam Webb
Suzanne Webb	Richard E Wheeler Jr	Patricia B Wheeler	Nancy L Blaisdell
Karen Youngblood	Ross Young	Adrienne Young	Rory Sheehan
Kevin Kershisnik			

From:	Skye Schell
To:	Town Council
Cc:	Tyler Sinclair
Subject:	Snow King masterplan 3rd reading - almost a great win-win
Date:	Tuesday, April 28, 2020 4:59:39 PM

Dear Mayor Muldoon & Town Councilors,

First, thank you for your leadership during the coronavirus pandemic. We appreciate how you have prioritized the safety of our community, especially our most vulnerable neighbors. Second, I apologize for not commenting on this topic until the 3rd reading. Like many people in the community, we have been almost entirely focused on dealing with the coronavirus and resulting economic impacts, and just learned that this topic was on your agenda next week. I hope that late is better than never! *Going forward, please table highly controversial and non-essential business – like the upcoming zip line application – until our community can focus on "normal life" again.*

Before you enact this ordinance, we want to make sure the record is clear on two matters:

This amendment is an enormous missed opportunity for a win-win solution for Snow King and our community. After years of discussion, you were incredibly close to a touchdown – but this amendment stops just short at the one-yard line. *Both the Jackson Hole Ski & Snowboard Club and we at the Alliance asked clearly for one thing: a fee on commercial activity at the base that would support ski area operations year-in, year-out.* This proposal had wide community support, is a fair trade for the million square foot upzone that investors received years ago, and would have ended the "we need lots of amusement development to be financially sustainable" argument once and for all. *We still believe such fee support is the key to a lasting win-win solution for Snow King.* We can have a Town Hill with a solid financial future while retaining everything our community loves so much about it, without harmful changes like zip lines and boundary expansions. Imagine a community-run Town Hill focused on ski racing, teaching kids, and uphill exercise – like the amazing use (and community support for grooming) we've seen this spring. This better future for Snow King is possible.

The Forest Service Draft Environmental Impact Statement (DEIS) is flawed from top to bottom. As we detailed in our comment letter to the Forest Service, the DEIS prepared by a Utah consultant needs to be re-done from scratch. Documents uncovered by a Freedom of Information Act request show how key agency staff colluded with the developer to rig the process – including a biased presentation to you (please see pg. 9-10 in our comment letter – and thank you for not falling for that presentation!). The DEIS breaks an incredible number of federal and Forest Service rules, simply failed to analyze the proposals' impacts to wildlife, and needs to be re-done from start to finish. We hope that you don't use anything in the DEIS to justify support for proposed developments. We will strenuously object to the DEIS until it's done right. In the meantime, we hope that you will use the leverage you have to stand up for our community and our shared values, and push back against harmful development ideas on Town, private, *and* Forest Service land.

Please push just a little harder to get a true win for our community and Snow King, get an annual fee to support ski area operations, and reject the flawed DEIS.

Sincerely,

Skye

--
Skye Schell
Executive Director
Jackson Hole Conservation Alliance
He/him/his



Watch a [beautiful new film about the Alliance!]

office (307) 733-9417 x1
www.jhalliance.org
Follow us on Facebook

From: Diane Abendroth
To: Tiffany Stolte; Town Council
Subject: Snow King Permit Meeting
Date: Friday, May 01, 2020 8:04:37 PM

I am writing to oppose Snow King becoming a theme park. Snow King is too close to town to have noisy rides and attractions that belong out on a highway exit far from homes and wildlife and the character of our town.

Snow King must go back to the drawing board and come up with a development plan that is more in tune with the Comprehensive Plan and Jackson community values.

Particularly, zip lines are a terrible idea. They are very loud themselves and then screaming people make them a nuisance with too much impact. These effects need to be studied before anything is approved. The existing roller coaster was a huge mistake, and now we are stuck with screeching until after 9:00 at night in the summer. How did that get approved? What an oversight.

This time the Planning Commission and Town Council have a chance to put those inappropriate proposal ideas to rest before we are saddled with even more annoyance.

Snow King is a ski area, and it is OK with me if they have bike riding and lifts and a restaurant and some more terrain. But making the mountain ugly with excavation and cheapened with cheesy rides is not appropriate for a place that values (and trades on) nature, history, wild animals, scenery, and community.

Thanks for hearing me out on this, neighbors! Diane Abendroth

Frank Hess*
Paul E. D'Amours**
Nicole G. Krieger*

* Admitted in WY
** Admitted in WY, ID & CO

Hess D'Amours & Krieger, LLC
ATTORNEYS AT LAW
30 East Simpson St.
P.O. Box 449
Jackson, Wyoming 83001

(307) 733-7881 Phone
(307) 733-7882 Fax
frank@hcdlawyers.com
Karin Larson
Legal Assistant/Receptionist

May 1, 2020

Mayor and Town Council
Town of Jackson, Wyoming
Jackson, Wyoming

Via email:

RE: Amendment To Snow King
Master Plan/SKRMA voting

Dear Mayor and Town Council:

As you know from my letter to you of April 23, 2020, I represent Love Ridge Lodge Homes Condominium Association. That letter set forth several issues we had with the Amendment to the Snow King Master Plan and SKRMA voting, and SKRMA's 1% reserve funding requirement. We met with Ryan Stanley and Jeff Golightly at length on Monday of this week and again on Wednesday. Snow King has satisfactorily addressed our issues.

Your hard work on the Master Plan as well as the other difficult issues facing the Town is much appreciated.

Sincerely,

Frank Hess

Frank Hess

cc: Attorneys Stefan Fodor and Jill Arnold
Lea Colasuonno, Town Attorney
Ryan Stanley, Snow King

From: Dede O"Mara
To: Town Council
Subject: No Zip Line!
Date: Friday, May 01, 2020 4:40:10 PM

I'm writing in regards to your upcoming meeting to discuss Snow King and its request for a permit to build a Zip Line. Having spent time at the top of Vail in the summer, they have some similar attractions to ones we have here, both at the Village and at Snow King. They have a gravity coaster, ropes courses and Treetop Adventure type activities. They also have a zip line. I found the zip line to be the most offensive and disruptive activity on the mountain. It is very, very loud. With all of the other activities, the sounds you hear are peoples voices… mostly screaming or laughing. The zip line, on the other hand, sounds like an industrial behemoth. The sound travels far and it is an urban/factory type of sound. It is also a huge, unsightly beast. Unlike Snow KIng's Treetop Adventure course, which is hidden in the forest, this is an exposed, space-hogging mess. Snow King has many many activities to market to summer tourists at this point. Please do not destroy the character of our Town Hill with one additional attraction (among many existing attractions) that will have a truly outsized impact on every other user on the mountain with its noise and imposing size.
Thank you for your time and your service to our community,
Deirdre O'Mara
PO Box 1810
Jackson, WY 83001

From: Dede O"Mara
To: Tiffany Stolte
Subject: No Zip Line!
Date: Friday, May 01, 2020 4:40:08 PM

I'm writing in regards to your upcoming meeting to discuss Snow King and its request for a permit to build a Zip Line. Having spent time at the top of Vail in the summer, they have some similar attractions to ones we have here, both at the Village and at Snow King. They have a gravity coaster, ropes courses and Treetop Adventure type activities. They also have a zip line. I found the zip line to be the most offensive and disruptive activity on the mountain. It is very, very loud. With all of the other activities, the sounds you hear are peoples voices… mostly screaming or laughing. The zip line, on the other hand, sounds like an industrial behemoth. The sound travels far and it is an urban/factory type of sound. It is also a huge, unsightly beast. Unlike Snow KIng's Treetop Adventure course, which is hidden in the forest, this is an exposed, space-hogging mess. Snow King has many many activities to market to summer tourists at this point. Please do not destroy the character of our Town Hill with one additional attraction (among many existing attractions) that will have a truly outsized impact on every other user on the mountain with its noise and imposing size.
Thank you for your time and your service to our community,
Deirdre O'Mara
PO Box 1810
Jackson, WY 83001

From:	Eve Barnett
To:	Town Council
Subject:	Snow king zipline
Date:	Saturday, May 02, 2020 4:02:54 PM

Dear Town Council,

I am writing to oppose the approval of a zipline on Snowking. For one they are trying to work around what has already shown a lot of opposition for a zipline in a different location. I live near Snowking and already hear the Alpine slide and coaster noice all summer long- we don't need to add more features to make Snowking an amusement park. I appreciate your consideration.

Eve Barnett

From: Frederick Reimers
To: Tiffany Stolte
Subject: Zipline No!
Date: Saturday, May 02, 2020 4:31:04 PM

Dear Planning Commission,

thanks for your volunteer work on behalf of our community.

While we may be powerless to stop helicopter tours from audibly polluting our skies due to the FAA's authority, we are not powerless to stop another airborne menace. You have the power to prevent zip lines from being built on Snow King.

Like helicopter tours, a zipline is a non-skill based activity that masquerades as adventure, and even education. In reality, it's a passive activity that yields cheap thrills more akin to an amusement park. Both take a toll on the community that lives below them by creating a ton of noise. They both ruin the character of our town, one built on adventures where the rewards are hard won—hiking, climbing, skiing, cycling, hunting, and even birdwatching and wildlife watching. Ziplines are a thrill for the few, and a burden on many.

I live many blocks from Snow King, yet each summer day I hear the screams from the cowboy coaster long into the evening. Let's not make the same mistake twice. With a new gondola and the ability to host weddings and charge $18 for gin and tonics atop the mountain, Snow King can easily generate the revenue they need to keep the ski resort running. The town has already subsidized Snow King resort with snowmaking grants, cheap leases, etc. We shouldn't also be asked to sacrifice our town character.

Frederick Reimers
Jackson, WY
541-520-4873
frederick.reimers@gmail.com

From:	Frederick Reimers
To:	Town Council
Subject:	no to zip lines, please
Date:	Saturday, May 02, 2020 4:29:34 PM

Hello town council,

while we may be powerless to stop helicopter tours from audibly polluting our skies due to the FAA's authority, we are not powerless to stop another airborne menace. You have the power to prevent zip lines from being built on Snow King.

Like helicopter tours, a zipline is a non-skill based activity that masquerades as adventure, and even education. In reality, it's a passive activity that yields cheap thrills more akin to an amusement park. Both take a toll on the community that lives below them by creating a ton of noise. They both ruin the character of our town, one built on adventures where the rewards are hard won—hiking, climbing, skiing, cycling, hunting, and even birdwatching and wildlife watching. Ziplines are a thrill for the few, and a burden on many.

I live many blocks from Snow King, yet each summer day I hear the screams from the cowboy coaster long into the evening. Let's not make the same mistake twice. With a new gondola and the ability to host weddings and charge $18 for gin and tonics atop the mountain, Snow King can easily generate the revenue they need to keep the ski resort running. The town has already subsidized Snow King resort with snowmaking grants, cheap leases, etc. We shouldn't also be asked to sacrifice our town character.

Frederick Reimers
Jackson, WY
541-520-4873
frederick.reimers@gmail.com

From: Margie
To: Tiffany Stolte
Subject: Proposed Z line
Date: Saturday, May 02, 2020 4:59:08 PM

I have lived and worked in Jackson Hole for the past 30 years. I walk the King every summer and enjoy seeing members of our community use the Town Hill for skiing, hiking and our door exercise.

I do not think a Zip line belongs on Snow King. Enough has already been added to make it a bit of an amusement park with out the Zip line! A Zip line is a non skill based activity that goes against Jackson Holes adventure culture of skill based activities. It would also be very noisy!

Sincerely,
Margie Reimers

Sent from my iPad

From: Margie
To: Town Council
Subject: Zip line on Snow King
Date: Saturday, May 02, 2020 5:06:56 PM

As a 30 year resident of Jackson Hole I am writing to oppose the addition of a Zip line on out town hill. I look forward every Spring to hiking the King along with many members of our community who use it for skiing and outdoor exercise.

I do not think a Zip line belongs on Snow King. Enough has already been added to make it a bit of an amusement park without the Zip line. A Zip line is a non skill based activity that goes against Jackson Holes adventure culture of skill based activities. It would also be very noisy!

Sincerely,
Margie Reimers

Sent from my iPad

From:	Sam Petri
To:	Town Council; Tiffany Stolte
Subject:	Please vote no on Snow King zip line
Date:	Saturday, May 02, 2020 5:35:42 PM

Dear Town Council and Planning Commission,

It has come to my attention that owners of Snow King Mountain are again trying to obtain permits for a Zip Line amusement park attraction on Snow King Mountain. Please vote against this proposal for the following reasons:

They are very noisy - the cowboy coaster already is very disruptive to neighbors. Just think of the screams from a zip line that goes top to bottom, or even zigs and zags across the mountain.

They are an eyesore - many different people use Snow King, and the zip line, where ever it would be, would take over that area, much as the cowboy coaster has taken over where it sits.

I live on Pine Drive, right on Snow King. I like living adjacent to Wyoming's first ski area, and I do not want to live next to Wyoming's newest amusement park.

I want Snow King to succeed as a business. And I know that it can without this ride. Please oppose it.

Thanks,

Sam

From:	rebecca reimers
To:	Town Council; Tiffany Stolte
Subject:	Snow King Zip Lines
Date:	Saturday, May 02, 2020 5:51:44 PM

Dear Town Council and Planning Commission,

I am writing today to let you know that I (still) oppose zip lines at Snow King. I don't think it's appropriate to allow more noisy amusement-park-like activities at our town hill. Public comment has overwhelmingly expressed these sentiments. Furthermore, I'm disappointed that Snow King would try to "sneak" something like this through in the middle of the COVID crisis. Please deny the CUP for zip lines.

Thank you for all you do for our community.

Yours,
Rebecca Reimers

--

Rebecca Reimers
485 Henley Rd. #4123
Jackson, WY 83001
307.690.6760

From:	Sam Petri
To:	Town Council; Tiffany Stolte
Subject:	Please vote no on Snow King zip line
Date:	Saturday, May 02, 2020 5:35:41 PM

Dear Town Council and Planning Commission,

It has come to my attention that owners of Snow King Mountain are again trying to obtain permits for a Zip Line amusement park attraction on Snow King Mountain. Please vote against this proposal for the following reasons:

They are very noisy - the cowboy coaster already is very disruptive to neighbors. Just think of the screams from a zip line that goes top to bottom, or even zigs and zags across the mountain.

They are an eyesore - many different people use Snow King, and the zip line, where ever it would be, would take over that area, much as the cowboy coaster has taken over where it sits.

I live on Pine Drive, right on Snow King. I like living adjacent to Wyoming's first ski area, and I do not want to live next to Wyoming's newest amusement park.

I want Snow King to succeed as a business. And I know that it can without this ride. Please oppose it.

Thanks,

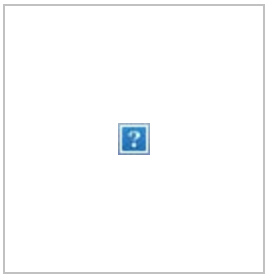
Sam

From: jean public
To: Town Council; Tiffany Stolte
Subject: Fwd: Take Action! Zip Line Permit on Snow King - Wed. May 6
Date: Saturday, May 02, 2020 4:52:18 AM

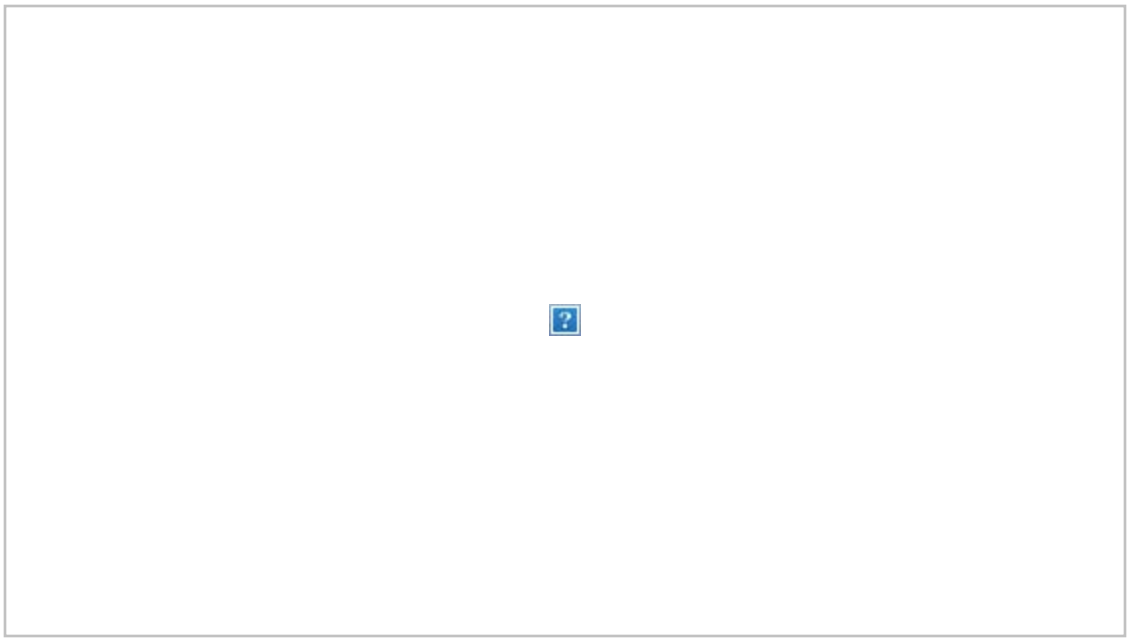
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deny permit for zip line. stop destroying nature which is the big atttraction for jackson.its not the fakery and human stuff.
let it go to th next town. not in hjackson

---------- Forwarded message ---------
From: **Clare Stumpf** <clare@jhalliance.org>
Date: Fri, May 1, 2020 at 5:58 PM
Subject: Take Action! Zip Line Permit on Snow King - Wed. May 6
To: Jean Poubilee <jeanpublic1@gmail.com>



We believe that a better outcome for Snow King is possible.



Dear Jean,

I hope you're staying healthy! While we're waiting to hear about the Forest Service's decision regarding the Draft Environmental Impact Statement, the Town of Jackson is considering a conditional use permit (CUP) on private land near the Rafferty lift that would include a zip line. The Town Council has the power to change the permit rules, including denying the zip line plans altogether.

TAKE ACTION

The Town Planning Commission will be considering the permit and then providing a recommendation to the Town Council; therefore, it is critical to get the Town Planning Commission to vote to alter the CUP and deny the zip line. There are many ways to have your voice heard during this process:

CALL INTO THE MEETING

Town Planning Commission will convene at 5:30 PM on May 6th via the WebEx platform. You will need to check the corresponding agenda for the WebEx link to access the meeting. You can give a three-minute comment in real time citing your concerns about a zip line. Detailed instructions about how to participate in a WebEx meeting are available here.

WRITE AN EMAIL

If you are unable to attend the virtual meeting, you can share your zip line concerns via email. You can write an email any time to the Town Planning Commission: planningcommission@jacksonwy.gov and the Town Council at council@jacksonwy.gov. These emails go directly to each council member's inbox and are placed in the public record.

Besides being dangerous, noisy, and inconsistent with the values of Jackson Hole, zip lines do not align with our Comprehensive Plan or local Land Development Regulations. The Town Council will be considering the CUP next, either on May 18th or June 1--stay tuned. Please help Snow King succeed as our Town Hill and not an amusement park!

Best,
Clare

Thank you,

CLARE STUMPF

Community Organizer
Jackson Hole Conservation Alliance

She/her/hers
510-418-0654

(307) 733-9417 | info@jhalliance.org | www.jhalliance.org

685 S. Cache St • PO Box 2728 • Jackson, WY 83001

Jackson Hole Conservation Alliance
685 S Cache St
PO Box 2728
Jackson, WY 83001
United States

unsubscribe

From: Jeff Burke
To: Tiffany Stolte
Subject: Zipline
Date: Sunday, May 03, 2020 2:44:14 PM

Dear Planning Commissioners,

My name is Jeff Burke, and I've lived in the valley for well over two decades. My first job in this valley was working for Snow King Mountain in the mid 90s. I've lived on soutjh Millward St. for the majority of my time in Jackson, and I have recreated on Snow King and its trail systems year round for thousands of days of my life. It's a godsend to the valley's character. I do not think a zipline betters the Snow King environment. Quite the opposite. There is already an expansive tree-based ropes course (with small ziplines), alpine slide, roller coaster—plenty of man-made recreation akin to an amusement park. The natural splendor of Snow King doesn't need more lowest-common denominator thrill rides. Just like Jackson doesn't need another Burger King, we don't need another fast-food recreational option that flies in the face of an otherwise healthy outdoor community environment.

Thank you for your time,

Jeff Burke

Sent from my iPhone

From: Fred A Reimers
To: Town Council; Tiffany Stolte
Subject: Proposed Snow King Zipline
Date: Sunday, May 03, 2020 11:36:46 AM

Dear Council and Planners:

As a 30 year citizen of Teton county, I am extremely OPPOSED to the construction of a "ZIPLINE" at Snow King Resort, for several reasons:

(1) They are very noisy, therefore disruptive to neighbors.
(2) They are an eyesore for anyone in the area.
(3) They are a non-skilled activity which promotes an
"Amusement Park" theme to an otherwise scenic ski area.

Please DENY the ZIPLINE permit for Snow King.

From: Fred A. Reimers, 445 Kings Highway

From: Beverly Boynton
To: Tiffany Stolte; Town Council
Subject: zip line concerns
Date: Monday, May 04, 2020 4:38:08 PM

---

more than concerns. please vote to alter the CUP, and deny the zip line. we are not everywhere USA, and zip lines are everywhere else.

enough is enough. more noise and circus visuals is not what our GLOBALLY SIGNIFICANT STEWARDSHIP of Jackson Hole is about, and it is not aligned with our Comprehensive Plan or local LDRs.

the town council has the power to deny the zip line, and this is what the planning commission recommendation should be.

we are rapidly losing control of our historic and unique character. stop banging more nails in our coffin!

thanks for your work.

From:	Geneva Chong
To:	Town Council
Cc:	Tiffany Stolte; Steve Ashworth; County Commissioners
Subject:	Snow King Master Plan and CUP - please consider these comments
Date:	Monday, May 04, 2020 12:29:27 PM
Attachments:	SnowKing_3May2020_Chong.docx

Dear Mayor Muldoon, Vice Mayor Morton Levinson and Town Councilors Stanford, Jorgensen and Schechter;

Thank you for your diligent work to ensure community benefit from the Snow King Resort District. As you listen to the third reading of the Snow King Base Area Master Plan and consider the conditional use permit (CUP), I ask you to consider a critical fact: several years ago the community played no part in determining the ownership of Snow King Mountain. Further, the community has no responsibility to ensure that a private owner makes a profit from Snow King Mountain.

In fact, a group of community members had reached an agreement to purchase Snow King Mountain, but Max Chapman and the other owners decided to retain ownership at the last moment. I trust that Chapman et al. determined that with revenue generating amusements and lease agreements for use of Town and Federal public property they could make operation of the Snow King Mountain Resort pencil – that is in fact what the community group who attempted to purchase the ski area had determined, and, I believe, what has gotten us to this point.

Again, the current ownership of the ski area was in no way a community decision, and the community does not bear the burden of responsibility to make a private enterprise profitable especially when the massive, private development rights granted by the resort district zoning in our town were provided to private owners with the intent of receiving a community recreation benefit – Snow King Mountain Resort – with specific support (the original conception of the Snow King Resort Master Association – SKRMA) to provide skiing opportunities because skiing alone is almost universally not profitable.

It is the responsibility of elected representatives and Town staff to protect the interests of our community. Here are three points that would serve to safeguard the community benefit of Snow King Mountain recreation opportunities, especially skiing and access to Town and Federal public lands, regardless of Snow King Mountain ownership:

1. A lease agreement that provides for routine maintenance and repair of publicly owned (Town) facilities and lands through a lease payment plus a full percent of what is currently being considered the SKRMA fee (lodging, retail, food and beverage, pass and ticket sales, etc.). The SKRMA fee, as originally intended would be a fund dedicated to Snow King Mountain related community benefits and could include use for improvements such as an additional ice sheet, a mountain sports complex, or other community recreation benefits as discussed throughout this planning process. This may require that the SKRMA fee is 2%, but that is small price to pay when this funding mechanism for Snow King Mountain should have been in place since the inception of the resort district. These funds would need to be managed by a public entity such as by the Town and County Parks and Recreation Department.
2. An agreement that ski and uphill passes are priced based on the 2019-2020 season with annual increases based on a reasonable index such as the actual wage increase granted to Federal employees each year, if any. This agreement would not impact day passes for skiing or any other amusement or activity. This would ensure that skiing and uphill access on Snow King would stay as economically accessible to our community as it is now.
3. If the SKRMA fee in item 1., above, is not enacted, then the lease cost needs to be sufficiently large to contribute to an improvements fund that would substantially contribute to the community recreation benefit (e.g., ice sheet, mountain center, Phil Baux improvements, etc.) in exchange for the resort district private development benefit. In addition, a seat for a Town of Jackson staff person, preferably the Town Attorney, on SKRMA or whatever the entity overseeing the expenditure of the "SKRMA" fee is in the future needs

to be established and exercised. This representative for the public interest would thus participate in discussion regarding how the SKRMA fee is spent and communicate with SKRMA regarding spending of the improvement fund generated via the lease agreement.

Thank you for considering these points – now is our community's opportunity to make things right and create balance between private development rights and the community recreation benefit that was agreed to with the establishment of a private resort district in the heart of our community. It is our responsibility to do this right, right now so that future generations continue to learn to love this place, ski and race on Snow King Mountain. Please do not hesitate to contact me with any questions.

Stay well,

Geneva Chong

East Jackson, 307-699-0330, Geneva.chong@gmail.com

From: Lori Iverson
To: Town Council; Tiffany Stolte
Subject: Zip line permit on Snow King
Date: Monday, May 04, 2020 10:34:45 AM

Dear Planning Commission and Town Council,

I have concerns over a conditional use permit (CUP) on private land near Snow King's Rafferty lift that would include a zip line.

Various planning documents and community conversations have expressed a need/desire to continue putting more housing within Jackson's existing town limits in order to reduce "community sprawl." At the same time, though, the number of activities and events that generate substantial noise has increased, especially at Snow King. Simply put, the two don't mix. From frequent summer concerts, music at other events, snowmobile competitions, a roller coaster, an adventure ropes course, etc., the noise level and impacts to residents in the downtown and East Jackson areas continues to rise.

Day after day (and evening after evening), all summer long, I sit in my small East Jackson back yard, listening to shouting, whooping, hollering, and screaming, coming from the "adventure activities" Snow King already offers. Though not measurably loud on the decibel scale, the noise is like an annoying mosquito that won't go away: ever present, ever disruptive.

Just in my small housing development alone, we have a number of essential community workers, including two wildland firefighters, a structural firefighter, an emergency communications specialist, an ICU and recovery room nurse, a dispatch center manager, and a Search and Rescue coordinator and responder. Though these are the very people our elected officials say they hope to house, they are the same people that frequently work erratic schedules and are affected by a constant bombardment of noise that doesn't respect the need to rest, the need to recharge.

You have an opportunity to demonstrate your commitment to our housing crisis. Is the addition of another Snow King activity worth the noise impacts to neighborhoods and the people that keep our community running? We have so few housing options available to our community residents. It's disappointing that someone's only housing solution may be to live near an amusement park that generates noise day and night, weekdays and weekends. And it's very frustrating to those that have made a home here and are now faced with another noisy, unnecessary intrusion -- a zip line -- that detracts from quality of life. You need to decide if it's fair to let one business entity make money from an activity that has such long-term negative impacts to so many others and does not represent our

community values. This was at the heart of the recent backlash against helicopter scenic tours. Will it happen again, but this time right in the heart of downtown Jackson?

I hope you'll err on the side of the caution and be an advocate for the hardworking members of our community rather than a proponent for the expansion of an amusement park.

Most sincerely,
Lori Iverson

(307) 699-4747
lori.iverson13770@gmail.com

From: Andrew Jakovac
To: Tiffany Stolte
Subject: No Zipline please!
Date: Monday, May 04, 2020 1:13:03 PM

This is getting old. It seems like we are constantly under the threat of another request for amusement park like impingements on or in the airspace above public lands and community members lives. The application for a zipline is just another one that, if approved, will again degrade the experiences and value of life that once existed in Jackson, WY, now gone forever due to the shortsidedness of outside investors trying to make a little more money and overall lack of local resistance and governmental foresight.

Education empowers and creates ethical users. The addition of a zipline does nothing to promote responsible activity in and around the Jackson area. Please do not approve the zipline, and in doing so keep our town livable for its supporting community.

Thank you,
Andrew Jakovac

From: Mark Baudendistel
To: Tiffany Stolte
Subject: Zip line
Date: Monday, May 04, 2020 2:11:20 PM

My name is Ann Makley and I am an east Jackson affordable home owner. I love “the king” as all of us do in Jackson. However, I am not in favor of the king turning into an amusement park. Therefore, I am against the zip line and continued expansion into wildlife areas on the east, south and west aspects of the resort.
As east Jackson residents we listen to the screams daily from the mountain coaster. Please consider the “collateral damage or consequences”
of approving the zip line and requested expansions.
Sincerely, Ann Makley

Sent from my iPhone

From:	Brigid Mander
To:	Tiffany Stolte
Subject:	NO to the zipline for Snow King Mountain
Date:	Monday, May 04, 2020 12:35:28 PM

Hello, Planning Commissioners,

Thank you for your work on behalf of the community and serving on the planning commission. I am taking the time to write to you with serious concerns on about the plans for development of Snow King Mountain, notably the zip line, and to ask you say no to this proposal.

As a town we must maintain our values, culture and protect the special qualities here that we share with visitors, and why they come here to seek it. While the conversation is unfortunately, currently about what kind of profit the current group of owner/investors should be able to make, it should be a priority to weigh private investment ROI against the real costs, both immediate and long term, to this community and the cherished environment.

The zip line idea has proven profoundly unpopular, given that not only will its impact be seen, heard, and felt all over town, but it has nothing to do with why anyone travels to this region, and nothing to do with our values, and the wild, human powered ethos that is a major part of our identity - and driver of the tourism economy. People do not come here for ziplines, yet we are faced with a burdensome, wearying, high-impact prospect: screaming and extended hours over town, on top of the existing screams from the roller coaster that can be heard in residential neighborhoods, up Cache Creek, and through the surrounding National Forest, emanating from the heart of town. Ideas like these are an assault on all the values and reasons that make the Jackson Hole valley and culture special.

We are all acutely aware that given free reign, this area is a goldmine for all sorts of profit-making schemes and ideas, but it is so valuable today because a century ago, some individuals saw the big picture, and prioritized protection and the long view over short-sighted, short term profits. Please, be a part of a solution drawing firm lines, even when difficult - although this decision shouldn't be, given strenuous public opposition to relentless developer pressure on the mountain and base - and say NO to Snow King's zip line idea. Here, we see another move in a death by a thousands cuts scenario to the values and preservation that has survived here, and can be found in fewer and fewer places.

Please don't ask that town and residents sacrifice in this way, for private benefit on profits from banal, local quality of life ruining amusements that can be found anywhere else, from Las Vegas to Ohio.

Thank you for your time,

--
Brigid Mander
www.brigidmander.com

PO Box 1666

Wilson, Wyoming 83014
917.847.8734

From:	Mike May
To:	Tiffany Stolte
Subject:	public comment - Snow King CUP
Date:	Monday, May 04, 2020 3:59:05 PM

Good day planning commissioners,

I'm writing to comment on this week's planning commission meeting, specifically to voice my opposition to the zip line as proposed at Snow King. I'll do my best to dial in Wednesday but in case I cannot I wanted to get on record here.

I am a supporter of Snow King, having had more season ski passes there than I can remember over the years, so please as I say this, know that I truly want a viable Snow King. That said I don't think we need to commercialize every square inch of it and bastardize the place completely. I've said it before and I'll echo it again. Snow King, YES. Disneyland, NO!

Zip lines are intrusive for both human and wild residents in the immediate area and I cannot stress strongly enough that Snow King owners do not have the inalienable right to run roughshod over our community character in the name of staying afloat. If the way they've conducted business to date with the roller coaster there, i.e. violating operating hours and generally thumbing their noses at their neighbors is any indication of how zip lines would operate, please.....Just. Say. No.

There are many other amenities in place and coming in the near future that will keep the resort humming and operational without a zipline. If you have a moment, this is a bit of a longer read, but zip lines are quite dangerous too.... https://www.outsideonline.com/2159481/just-how-dangerous-are-ziplines

To reiterate, I'd like to see Snow King succeed. A gondola makes sense, and I'd welcome one.....but a zipline (especially a top to bottom zipline as SK is marketing on its website right now) would be a detriment to this community, NOT the asset it's being sold-in as by the developer.

Thank you for your consideration, and for the time and effort you put forward for our community.

Sincerely,

Mike S. May
Jackson, Wyo.

From:	Alexander Muromcew
To:	Tiffany Stolte
Subject:	Snow King Permitting
Date:	Monday, May 04, 2020 10:32:01 AM

Dear Town Planning Commission:

In regards to the prosed zip line for Snow King Mountain Resort, I would request that the Town of Jackson establish a clear and transparent permitting process for this and any other activities that may impact the resort's neighbors and affect the atmosphere of our "Town Hill." Is it possible to require a Basic Use Permit or some other permitting process and establish defined thresholds that would require a permit? Whether it is a zip line or some other activity or event, there should be a process to guide the Town and Snow King Resort going forward.

respectfully,
Alex Muromcew

From:	Arty Polo
To:	Tiffany Stolte; Town Council; Erin Guertin
Subject:	Snow king Zip Line
Date:	Monday, May 04, 2020 11:49:12 AM

I am writing you to express my concerns about the proposed Zip Line before the town planning mtg on May 6th. I have lived and recreated in Jackson for the better part of 20 years and have recently moved from the back side of the king in 810 west to slope side in the Pine Glades Units. I consider our family to be extremely fortunate for many reasons. One of which is that we have resided for a large part of our Jackson tenure in and around the King. I believe that allowing the Zip Line to run in the proposed path is out of line with what our community cherishes and appreciates. I understand that it is a difficult move to get in the way of private businesses but where do we draw the line? The main issues that I see are base area Noise, aesthetics of the Snow King base area/Phil Baux Park, and the peaceful Summit experience turning into a screaming/lets get pumped up scene. Why wouldn't we ask that the King consolidate the impacts of noise and put the Zipline by the Coaster?

Thank you for considering.

Arty Polo
artypolo@gmail.com
(307)690-6048

From: Robert Righter
To: Tiffany Stolte
Subject: zip line
Date: Monday, May 04, 2020 11:12:00 AM

Please, please, please, deny a permit for a zip line on Snow King.

Thank you,
Robert Righter

From:	LaVonda Rothman
To:	Tiffany Stolte
Subject:	zip line on Snow King
Date:	Monday, May 04, 2020 9:57:56 AM

Hello-- I am writing to voice my opposition to the idea of a zip line on Snow King. Snow King is such an asset to the town of Jackson--such a wonderful natural setting ---why on earth would anyone want to turn it into an amusement park??
A zip line would be a disaster ! It has no place on Snow King or the surrounding area. Please work to preserve all that beauty and wild-life --- now and for future generations. If it is allowed to be built, the habitat and beauty will be destroyed forever. Don't let this happen!
Thank you for your consideration.
Regards--LaVonda Rothman

May 5, 2020
Town of Jackson Planning Commission

RE: Gondola and Zip-Line Conditional Use Permit (CUP)

Dear Planning Commissioners,

We appreciate the significant attention that you have already devoted to the future success of Snow King Mountain Resort. The CUP contains many reasonable elements that will provide stability for future investors, including a gondola and renewed leases. Unfortunately, it also includes a highly controversial zip line and alarming proposals for facilities on top and public infrastructure. We love Snow King and we want it to succeed, as our local ski hill and not an amusement park, which is why we ask that you **recommend denial of the zip line** and put stringent requirements on all amusement development.

First, given the pandemic and massive economic uncertainty, <u>now is not the time</u> to push controversial and divisive projects like a zip line. Our community is adapting to the coronavirus and related fallout. We've all adjusted our lives with a "community first" mentality. Community members are focused on their immediate needs, and Town Council is focused on potential 50% budget cuts. This is not the time to push projects through that we already know much of our community sees as harmful and unnecessary. *We call on the developers to pause this application until we reach the "New Normal" as defined by Public Health. If they won't pause it, we ask you to recommend a pause to Town Council.*

Second, please don't approve a zip line simply because it is included as a *potential* use in the Snow King Base Area Master Plan (BAMPA). Town Council was clear that they were not granting permission for a zip line – or this zip line – in the BAMPA. Rather, they were giving the investors permission to come back with an application. Now, it's your turn to determine whether this application is good for our community. If you hear from a wide range of our community that a zip line will harm what we love about Snow King, please deny it.

Please do not accept the argument that the zip line is somehow necessary for Snow King's financial sustainability. Unless the investors are willing to open the books and show that such a claim is true, it simply cannot be the basis for public decision-making. This is not to doubt their truthfulness; rather, it is responsible management of the public trust. As Ronald Reagan liked to say: "Trust, but verify."

Even if a zip line (or multiple zip lines) *were* necessary for *these investors'* business plan, that doesn't mean zip lines are necessary for *Snow King's* success. Although these investors are only offering our community one option (theirs), we have other realistic alternatives. Mad River Glen in Vermont is a beloved community hill, run as a co-op with community members holding shares. Howelson Hill in Steamboat is run by the city, specifically to prevent it from becoming "Disneyland." And, during the discussion of a fee on SKRMA supporting the ski area year-in, year-out, the investors estimated that the fee would yield $250,000-$400,000 per year, which is what we have heard the resort needs to be profitable. Jackson Hole is the wealthiest community in the world. If other communities have made town hills work, we can too. Private developers are welcome to run our ski hill, but only if they'll do so in a way that respects our community values, wildlife, and public lands. This proposal

unfortunately fails on all those counts.

Here are our top five reasons why zip lines on Snow King are a net negative:

1. Zip lines are controversial. Zip lines were the single most controversial project proposed on town land.[i] Meanwhile, Snow King has also proposed at least two more zip lines on Forest Service (FS) land, including one from summit to base that still shows up as an alternative in the Draft Environmental Impact Statement. We'll be engaged throughout the rest of the FS process for as long as it takes to stop these harmful projects and achieve a reasonable compromise – which could take years.

2. Zip lines are high-risk. As recently described by *Outside* magazine,[ii] as zip lines become more popular, injuries and deaths become more prevalent. More than 3,600 injuries occurred in 2012. Locally, a family sued Grand Targhee after a middle school child fell from a zip line during a field trip.[iii] Snow King has also had some very close calls, including failing safety harnesses on the roller coaster,[iv] and opening the mountain on a dangerous day that led to an inbounds slide that endangered 200 children.[v] Given this questionable safety record, the Town should absolutely forbid any *additional* unnecessarily risky amusement rides.

3. Zip lines would make our Town Hill worse. Our community – and visitors – love Snow King for what it is: one of the finest mountains in the country for kids to learn to ski, for youth ski racing, and for uphill-based exercise. Zip lines overhead or nearby would harm every one of these reasons we love Snow King. Our visitors and community members deserve an authentic Town Hill experience.

4. Zip lines are inconsistent with our Comprehensive Plan and Land Development Regulations (LDRs). Our Comp Plan establishes that we want to be a community first, resort second. The zip line would primarily serve tourists while aggravating residents and would be an unnecessary shift away from rural Western character.

Town LDRs regarding Planned Resorts state that resorts should "encourage recreational activities that rely on indigenous natural attributes of the area, contribute to the community's character and economy and have had a long-standing, beneficial role in the community" and should have a "high degree of self-containment" (4.3.1.A). **Zip lines fail on all counts** (except perhaps the economy, if divorced from community character)**.** Zip lines do not rely on natural attributes: they work at Vegas and Disneyland just as well as they do on mountains. They harm our community's character and obviously have not had a "long-standing, beneficial role in the community." In fact, zip lines are viewed negatively by much of our community, and the noise and lighting will clearly spill beyond "self-containment."

The LDRs for this area also call for you to "Ensure a balance is maintained between tourism and community that promotes social diversity but does not cause undesired shifts away from rural, western community character" (4.3.1.A.8). This proposal marks a clear end to "Jackson Hole, Last of the Old West." Zip lines and massive event centers on top of Josie's Ridge are widely undesired and clearly not "rural, western community character."

5. Zip lines would have a negative impact on town residents and property owners. The noise and amusement character will reduce neighbors' quality of life and could decrease

property values. One could say "they shouldn't have bought property near a resort, since they could end up with a zip line," but the rules were – and still are – clear that zip lines are incompatible with our LDRs. The application says that the "zip line itself" will generate less than 65 decibels, but what about its riders?

- *To prevent these serious, divisive, and unnecessary impacts, please deny the zip line.*

Also, please consider these comments regarding the other elements of the application:

Please support staff's condition of approval to require operating plans and a cumulative look at all the base area amusements. We agree that base attractions should have uniform closing times to provide for a good customer experience and predictability for the community. We believe 8pm is an appropriate closing time to limit the nuisance and impact on neighbors, recreationists, and our community, with *rare* exceptions for events (no more than a few times per year). Town Council has heard complaints for years about the current late operation of loud amusements. This is our community's chance to solve this ongoing problem. Snow King is not a self-contained resort, and its operations need to start respecting the neighbors and community nearby. Remember, we have a clear goal of being a community first, not just a resort. *If these investors can't run the resort without unacceptable impacts on our community, then they should let someone else take over who is willing to respect our community.*

Please do not allow the resort to extend closing hours to 10pm up to five days per week for "special events and groups." Even going to 10 pm a few times a year is a major nuisance to our community. Five days a week is outrageous. With a wedding venue and event complex proposed for the top, weddings, private parties, fundraisers, corporate retreats, exclusive group tours, or anything else qualifying as a "group" could occur frequently – meaning that the light and noise disturbance to people and wildlife could be virtually nonstop. Events on the summit requiring extended hours should be subject to a special event permit since they will require use of the gondola located at Phil Baux Park, and with a low annual limit for all such events (five per year?).

Please require a respectful 8pm closing time for the gondola and summit complex. The applicant proposes to allow the gondola and summit complex to operate as late as the bars in town. That is also outrageous. A downtown bar experience is utterly inappropriate for the summit of our Town Hill or for our public lands. The Forest Service rules also do not allow commercial development that is already available nearby[vi] *such as the bars downtown.* Furthermore, additional summit ridge light pollution could negatively impact many wildlife species, particularly lynx, which are a threatened species. Ridgeline lighting and nighttime activity not only impacts all town residents but would also spill over into Leeks Canyon, which is extremely important for wildlife.

A note on housing. We support Housing Department's staff recommendation to conduct an independent calculation on the number of year-round employees to be generated by replacing lifts with a gondola; please require it as a condition of approval for the gondola permit.

Lastly, please negotiate for fair leases of our public land. 50 years is *way* too long to lease town land to anyone. We have no idea what the economy will bring in a month, let alone

a year. Why give below-market rates to an investment group for 50 years? The applicant claims that the lease length is comparable to other leases the town holds but does not provide examples. We researched the question and found that the lease for the fairgrounds is only 24 years. In fact, *Snow King's town leases should be up for renewal at the same time as the permit for the Forest Service – in 2039 – so that the town can re-negotiate terms as the developers propose other changes in the future.*

Additionally, if the investors get to use ~30 acres of Town land for below-market rates, they should stop charging the Town high rates for using the communication towers on top of Snow King, and *town residents should regain the free year-round uphill access that we had for almost 80 years.* Otherwise, the investors should provide the town with a measure of profit-sharing from all use of town lands.

Conclusion

Overall, we believe that a far better future is possible for Snow King than what the investors are proposing. Zip lines and late-night amusements clearly make Snow King worse, they're controversial, and Snow King can succeed without them. Please don't let the current group of investors convince you that unless you approve everything they want, Snow King will fall apart. Clearly, there are better ways, and we would be more than happy to talk through those strategies with you as a group or individually, at your convenience.

Sincerely,



Brooke Sausser
Community Planning Manager

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[i] Cottier, Cody. (2018, Nov. 14). "Future of King packs hearing." *Jackson Hole News & Guide.* https://www.jhnewsandguide.com/news/town_county/future-of-king-packs-hearing/article_6a9db294-b275-5dd4-8a47-1eb5f989febc.html.

[ii] Borrell, Brendan. (2017, Feb. 28). "Just how dangerous are zip lines?" *Outside.* https://www.outsideonline.com/2159481/just-how-dangerous-are-ziplines.

[iii] Breysse, Emma. (2012, May 4). "Afton family sues Targhee." *Jackson Hole News & Guide.* https://www.jhnewsandguide.com/news/top_stories/afton-family-sues-targhee/article_c96b0dd6-56d5-5a50-8354-282091af2be7.html.

[iv] Cottier, Cody. (2018, Aug. 23). "Seat belt failures close coaster, spark recall." *Jackson Hole Daily.* https://www.jhnewsandguide.com/jackson_hole_daily/local/seat-belt-failures-close-coaster-spark-recall/article_58033c12-05b7-5646-b5ec-931ef260561c.html.

[v] Mieure, Emily. (2017, Feb. 11). "Slide closes Snow King." *Jackson Hole Daily.* https://www.jhnewsandguide.com/jackson_hole_daily/local/article_c2e4babd-8885-5cb5-be42-eea081fe4924.html.

[vi] Forest Service Manual 2340.3 states: "Deny proposals by the private sector to construct or provide outdoor recreation facilities and services on National Forest System lands if these facilities and services are reasonably available or could be provided elsewhere in the general vicinity."

From: Mike Varilone
To: Tiffany Stolte
Subject: Proposed Snow King zipline
Date: Tuesday, May 05, 2020 11:00:44 AM

To whom it may concern:

I am Jackson resident for 28 years and an east Jackson homeowner for 22 years. I am writing in opposition to the proposed zip line on Snow King Mountain. There are many reasons why allowing this "amusement park ride" would be a detriment to our community. They are a very noisy and one more eyesore that we don't need on our beautiful town hill especially given we already have one of those with the ridiculous (and VERY noisy) mountain coaster. Zip lines are a non-skill based activity that goes against Jackson Hole's adventure culture of skill based activities and is much more akin to an amusement park. It's also one more thing will be staffed with seasonal workers and H2B visas which exacerbates Jackson's already dire housing situation. Please DO NOT approve the zip line.

Thank you,

Michael Varilone

From: Noah Osnos
To: Tiffany Stolte
Subject: Snow King Mountain Resort application
Date: Wednesday, May 06, 2020 3:44:16 PM

In recognition of the fact that SKMR (and its associated entity SKRMA) has not committed to an irrevocable funding of the ski hill operations, and is not required to place a bond for its future construction plans, I would echo the requests of others in regards to approvals and lease re-negotiations: to whit, a revenue sharing formula (which is common to many restaurant and service-related leases) instead of a fixed annual fee. This will guarantee a fair deal for the town, without having to make prognostications about future business patterns (which is extremely difficult given the current circumstances). Disclosure of SKMR LLC's visitation records is critical, as they have claimed that they are unable to afford their prior commitments given the breakup of the original SKMR properties, and are looking for such serious & permanent concessions from the town.

The Forest Service EIS has, unfortunately, put the town in a bind, as the draft has given nearly 100% of the applicants' requests to them, without addressing constituent concerns in any meaningful way. As an example, many in Jackson were relieved this year to be without the snowmobile Hill Climb, with the attendant congestion and noise it brings to Jackson. However, it has always been tolerated as it has been recognized that it contributes to town business (and the town coffers). There is no guarantee that the additional construction of the gondola and any particular zip-line will aid the quality-of-life or the town finances, so the town should be erring on the side of caution, in both its CUP approvals and for any permanent changes to the landscape at the base of the mountain (particularly on town-owned land).

From:	Cahn and Brown
To:	Tiffany Stolte
Cc:	Town Council
Subject:	Snow King CUP
Date:	Wednesday, May 06, 2020 2:50:47 PM

We are writing to ask you to alter Snow King's Conditional Use Permit to remove the zip line(s). We place a high value on Snow King as a town treasure and we don't want to see it turned into even more of an amusement park than it already has become. Zip lines are:

- Inconsistent with the Comprehensive Plan and LDRs.
- Inconsistent with our community values as evidenced by the overwhelming public opposition.
- Noisy and are inappropriate when the land is adjacent to a residential area.
- Dangerous and not well regulated with an unacceptable incidence of serious injuries.

Please do the right thing for our community and deny Snow King's request in the CUP for a zip line.

Thank you for the opportunity to comment.

Sincerely,
Lorie Cahn and Doug Brown
East Jackson

From: Julien Hass
To: Tiffany Stolte
Subject: CUP Snow King Land.
Date: Wednesday, May 06, 2020 8:40:21 AM
Attachments: SKRMA Town planning.pages

Dear Commissioners,
I am attaching my letter in opposition to the CUP desired by SKRMA in this email. I hope you will consider it.

Dear Commissioners,
Thank you for your time. I am writing as I am strongly opposed to the Conditional Use Permit desired by SKRMA.
Allowing these changes would give the resort a green light to continue their detrimental management methods. It would allow for increased danger, more mechanical sounds, that are opposite to the Wyoming way of life and all to present in this town through the increased construction rate. It would increase the injury rate, potentially overwhelming our small but excellent hospital.
The popularity of the resort and the town would potentially increase, which would be excellent for businesses. Unfortunately, this may only be a short term increase until injuries and lawsuits arise from increased activity.
Trust in SKRMA would erode even further, as it is already quite low.

The sounds emanating from Snow King during the summer are both pleasant and disgusting. The sound of families laughing and playing are great and enjoyable. Unfortunately, the mechanical sounds from the coaster, and potentially a zip line, that create the laughing are not enjoyable. The sounds from the hotel are not enjoyable either, the constant rumbling of cars, the exhaust fans of the hotel, the delivery trucks, while necessary, are not fun.
The dangers that come with a zip line are considerable. Serious injuries, death, can arise. Between 2006 and 2016 there have been 16 *reported* deaths from Zip Line accidents. Neither Snow King nor the Town of Jackson want anyone to die from this type of activity.
According to Ohio State University research, 12% of zip line injuries have resulted in hospitalization.
(https://www.robsonforensic.com/articles/zip-line-safety-expert/)
Our small but excellent St.John's Hospital cannot handle that amount of injuries.
We are already flying out patients due to the pandemic, will we do the same for injured tourists on a near daily basis?

The cost of a new endeavor is always high. If the CUP was passed, SKRMA would undoubtedly decide to pursue a zip line and other outdoor activities. They would need to train their staff in EMT practices, as well as making sure they are able to operate the course they are in charge of. This is not only expensive, but also difficult to ensure the safety of every party involved. Besides federal guidelines, what safety measures would SKRMA be following for the courses it would create for summer activities?

Trust is also a strong issue regarding SKRMA, one that I have the impression the community is not putting enough pressure on. This resort is small, yes, however it could be managed more seriously and professionally. Large companies succeed because they are serious and (mostly) trustworthy. Unfortunately, this is not the case with SKRMA. They have been sold to a real estate management company that has pledged $5 million in renovations. Perhaps this was only for the physical hotel property.
They did not decide to put some of that money into improving their existing structures on the mountain for winter enjoyment, such as a gondola. Even less costly, the cabins for ski patrol could be improved. This has *never* been done.
Sadly, it is obvious that the large empty structure at the top is simply keeping space occupied for the observatory and restaurant they would like to put in place. However, I do not believe this company can be trusted as they are not willing to improve what they have.
Creating a small restaurant or snack bar at this location would create additional revenue and be a welcome addition to the mountain top, both during the summer and winter.
In addition to this, they have proven themselves to be sneaky as they moved the backside of the mountain in October 2018 knowing very well this was not their property, and got nailed for it.

As I am a resident of this town, and a user of Snow King, in all activities, I want to see it succeed. I would offer my help for it to be successful. Unfortunately, it is obvious that Max Chapman and SKRMA only have monetary interests in mind and do not wish to help the community they say they care about.

I encourage the town planning commission to at the very least put strong restrictions in place for the CUP, and at the most to deny it. This will not be long term beneficial for the town or the community.

Julien Hass
307 920 0747
julien.hass@gmail.com

From: Susan Marsh
To: Tiffany Stolte
Subject: Snow King
Date: Wednesday, May 06, 2020 10:39:03 AM

To Planning Commission

RE: Snow King CUP considerations

Items A and B – all I had time to look at of the 98-pager

A: I would hate to see the gondola base intrude on a public city park. I thought there were some good alternatives being discussed, but it appears that the applicant still wants approval for the original location. Concern about the gondola also includes adequacy of parking at the base, as it is clear that the intent of the high-capacity lift is to bring busloads of tourists to the summit. I disagree with staff reporting that parking will not be an issue. It's already an issue at times.

As far as additional lighting for night skiing there should be some requirements that the lights are shaded to shine downward only, not to greatly increase the light pollution already present at the resort. I don't know much about the proposed lighting system but it sounds like it's trying to respond to this concern, but it's the cumulative effects of all the new and proposed lighting that is of concern.

B: Although as a neighbor to Snow King I do not relish the prospect of additional noise from people screeching on rides at the resort, I think placing a zip line off national forest land is the only acceptable alternative to what has been proposed in the BTNF draft EIS. It is basically against USFS policy and the provisions of the Ski Area Outdoor Recreation Enhancement Act to place amusement park-type rides on the national forest, which is the reason the roller coaster was denied by the BTNF. Placing it off the forest (assuming this zip line is meant to replace one starting at the summit, and not in addition to…) is a better way to go.

Hours of operation for the zip line and existing roller coaster should not be extended into the mid-late evening hours when residents nearby are able to go outside for some peace and quiet. 9 PM is too late for us to listen to a bunch of screaming.

Thanks,

Susan Marsh

From: Shane Rothman
To: Tiffany Stolte; Town Council
Subject: Zipline: No (unless conditions can be met)
Date: Wednesday, May 06, 2020 11:53:04 AM

Hello Planning Commission and Town Council,

In regarding the addition of more ziplines to Snow King Mountain, it has become clear that our Planning Commission and Town Council might be the only voices that SKMR LLC will acknowledge. On behalf of the public, please take our concerns more serious than their attempts to further capitalize on our tourism market. Many people have been waiting for this opportunity to rectify the impacts that have gotten out of hand over the years, and it's beyond time to review previous mistakes, and plan better for the future.

First of all, please use your leverage to remind SKMR LLC about the time that they secured a "Minor Development Plan" for a rollercoaster, restaurant complex, and mass grading and deforestation, in just one Town Council Meeting(11/17/2014), where all concerns and public comments were disregarded so they could get an expedited approval(Didn't this even skip review from the Planning Commission?). There was no acknowledgment of or discussion regarding noise impacts, impacts to wildlife, operating hours, employee housing, parking, the outdated Resort District Master Plan that did not contain a coaster or restaurant complex, or even the fact that their access road on their private land is unsafe and unsuitable for the increased/unprecedented usage.

As a neighboring resident who has grown extremely tired of hearing automated speakers(Here we go, push the handle forward and have fun, every 15 seconds), screaming, and Truck/ATV/machinery traffic for over 11 hours a day, I would likely be 110% against this zipline proposal, but I do realize that this is probably the only opportunity to ever address the current and future impacts of their activities, with impacts that seem to get much worse each year. Many of these issues should have been addressed prior to the 2014 "minor development plan" approval.

Here are some "demands" that should be adhered to if another annoyance is going to be further considered:

-First, please ask the applicant if this is the only zipline that will be added to the mountain. Many members of the public have requested no more ziplines on public land, and SKMR LLC executives previously stated that they will not land any ziplines in Phil Baux Park(please clarify that they won't land any on their private land at the western/"community" portal either). Personally, I have advocated for all further amusements to be placed on their private lands in order to confine the impacts to their current area, as long as certain conditions can be met. The "private land area" is already undesirable for traditional recreation, while the rest of the mountain continues to see increasing usage of public recreation, and those public lands deserve to remain inviting.
Please do not even consider approving this zipline if SKMR LLC still has plans to cover the rest of the mountain with more, and consider obtaining the confirmation in writing.

-Please request respectful operating hours that acknowledge the public's benefit of having an inviting "Town Hill" atmosphere for at least a few hours per day. For many years now, SKMR LLC has gotten away with abusing their allowed hours of operation, as evidenced by their

business application which states an 8:00 closure time, and any vague wording must be clarified(from “time to time” does not mean all of peak summer). Quieter nights would be appreciated by the many people who enjoy beautiful sunsets and cooler temperatures in the summer, and even the wildlife knows that this area is much more inviting once the activities are closed. The “evening Big King Pass” does not help the situation either, with “all you can scream/ride” discounted tickets that make these hours the loudest, which is further amplified while the rest of town is quieting down. Adding alcohol specials at King’s Grill does not help the situation either.
Across the western USA, the majority of summer amusements at ski areas close between 5 and 6 pm, even though they do not border full time residents, or serve as the primary recreational hub for hikers, bikers, and dog walkers. A reasonable closure time for their louder activities to close should be no later than 6pm.
Personally, nowadays I refuse to recreate on the King in the evenings during summer, and every night I try not to be at my residence until after 9:15pm when the last screams descend the mountain, even well past sunset in the complete darkness. It got old a long time ago, and I cannot imagine a worse neighbor to have than a busy amusement park.

-Please request that their service road should be immediately rerouted to a a safer and less steep grade to address the “emergency access” issue that they have been clamoring for in their requests for a new service road to the Summit.
Accidents are most likely to occur in this area (along with improved emergency access that would benefit the neighboring public trail system), there have been many ambulances crawling up the hill over the years, and I have personally witnessed a runaway ATV that nearly crashed through a house(and very inexperienced drivers, none of which have ever been required to wear helmets), jackknifed trailers, 2WD vehicles that spin out in a dust cloud repeatedly before reversing down the steep grade and then “gunning it” back up the hill to make the turn, semi trucks, concrete trucks, dump trucks, sewage trucks, and even private vehicles are all challenged by the grade and tight switchbacks. The road also gets pounded into fine dust with the increased usage since 2014, and attempts to mitigate the dust with a water truck only seem to make it more slippery and dangerous.
Rerouting their current summer road is long overdue, and should be the first priority before any further projects are approved. This project should be encouraged to start immediately in Summer of 2020.

-Noise and visual impact mitigation: SKMR LLC has made zero attempts to address this, and even failed to comply with their own revegetation plan. There is no screening where it is needed most, and many of the miniature trees they have planted are already dead. If another zipline is considered, please request an update to the revegetation plan to help screen the impacts.
Nothing can be done about the screaming, unless they can somehow encourage their paying guests to refrain. Repetitive automated speakers can be heard nearly every 15 seconds everywhere in proximity to the Coaster, including private residences.
In the coaster’s business application, the Coaster is required to operate under 65 decibels. It seems to be falling into disrepair already, with clanking, grinding, and noises that resemble some kind of assembly line. The compliance has likely never been monitored, but must be in the future.
Another suggestion that should be mentioned to the applicant would be to paint the coaster green. It’s an eyesore, and this is the only way to mitigate the permanent visual impact.

-Ziplines are not quiet. The current ones on the ropes course were required to be the quietest

ones available, but the sound still carries significantly beyond the area. This proposed zipline will be much louder due to the higher speed and no potential buffering due to the proposed height. It will also likely contain a loud stopping mechanism at the base(please inquire about this for the sake of uninformed hotel patrons and condo owners). And of course, I imagine long duration shrieks and screams coming from 99% of the riders.

-This development would increase their workforce, and should require more employee housing mitigation. Keep in mind that their workforce has increased substantially since 2014(especially in Summer), and please request to see their employment records dating back to 2010 to figure out how their housing requirements should be fairly adjusted. This should have been analyzed in 2014 prior to the approval of the "Minor Development Plan", when many more jobs were added.
Also, considering that there may be many years worth of construction and reclamation ahead, please account for these temporary jobs as well, and encourage SKMR LLC to disclose a plan for additional temporary housing. In the construction season of 2015, there must have been 100 additional workers on the mountain rushing to finish the projects in one season, and the proposed projects will likely require even more, for far more than just one summer season. During this timeframe(2015), I did not find it to be a coincidence that workforce housing became the most pressing issue facing Jackson, as it was obvious that huge construction projects facing deadlines required a flood of temporary non-local workers to find a place to sleep at night.

-Decommission the 42 year old Alpine Slide as a "win-win" trade off. Besides the screaming, the carts on the track produce the loudest sounds, which even echo off nearby homes. Usage has increased greatly since they reported an average of 70,000 annual riders prior to 2014, back when operating hours weren't nearly as long.
There have never been any attempts to mitigate the noise from this dilapidating liability, which includes loose seams(clanking), and no backfill underneath of most sections, which amplify the sound significantly.
This activity sees frequent accidents, and SKM still insists on operating it when it is wet, and even in the complete darkness during late summer. I have little faith that safety will be prioritized in a zipline after witnessing these operations continue year after year.

-Please request their annual visitation numbers for each activity, and their projections for the future. These numbers will be important to consider when attempting to recognize impacts and infrastructure needs.

-Please do not fall for SKMR LLC's argument that operating 49 hours per week all winter mandates these ridiculous summer hours. Using their own logic, they have voluntarily harmed their winter business for years by constantly adjusting their hours of operations. There is no reason why their hours must be the same every day of the week.

Thank you for your time and consideration,
Shane Rothman (and Whitney Ballard)
Jackson WY

From:	Shane Rothman
To:	Tiffany Stolte; Town Council; Public Comment; jeff@gardnercmc.com
Subject:	Gondola in Phil Baux Park
Date:	Wednesday, May 06, 2020 1:13:48 PM

Hello Planning Commission and Town Council,

This letter is in regards to placing a gondola in Phil Baux Park, and the many relevant tangents associated with it.

Please ask for alternatives to the location of a new lift, such as the “parking lot beyond right center field“. This allows for the Cougar Lift to remain in place(will save the applicant a ton of money), and continue to serve the Ski Club for training and race venues, and even allows mountain to open safely during times of avalanche danger when the other lifts service terrain that will be exposed(isothermal snow conditions will definitely be impossible to mitigate without intentionally causing destructive slides on all slopes greater than 30 degrees).

Here are some other benefits to placing a new lift further to the west:
-allows for the “wide open base area“ that all stakeholders and SKMR LLC agreed should be the goal
-reduces intrusion to Phil Baux Park playground and public space
-Lift towers located further west will reduce need for additional random light poles on lower mountain
-SKMR LLC should be reconsidering a gondola, and instead consider a hybrid chairlift/gondola, which would probably require some more space.
-Ticketing, ski rentals, and retail could be based out of the commercial space in One Town Hill instead of requiring a new separate building.

While analyzing the new lift’s location, please also consider the connectivity of their base areas through the KM6 parcel. It is obvious that summer users will be going back and forth, and even in winter the novice skiers will be forced to migrate across the KM6 parcel and Phil Baux Park to get back to the Summit Lift(since the proposed “easy way down” does not even lead back to the lift that will access the proposed beginner terrain on the Summit).

As for the Ballfield, I thought it was made clear that the community desired to keep it. Phil Baux was the person who started Little League in JH, as well as the man behind the formation of Teton County Parks and Recreation. He even used the Ballfield for a wintertime ice skating and hockey venue. I agree that “green space” is important at the base area, but his vision is still much more “multi use” than the “concert venue“ area that is planned.

Please recognize that the snowtube lanes may need to be sacrificed for a properly functioning base area. It appears as if this is the only obstacle in the way, but SKMR LLC has plenty of other plans to substantially replace this revenue source.

As these plans continue to evolve and lease re-negotiations are required for the new uses, please consider a “revenue sharing formula” instead of a fixed annual fee. This will guarantee a fair deal for eternity, and will not require inflation adjustments in the future. Also, it will allow for proper disclosure of SKMR LLC’s visitation records, which will be needed to address the parking and maintenance requirements of the area.

The TOJ’s portion of shared revenue from this deal should go directly towards funding current and future public recreation facilities throughout the Resort District(since the “SKRMA fee” failed to address this). A volunteer Board of Directors could oversee this, and allocate funds as needed. Potential nonprofit partners and organizations include CMI, the JH Ski Club, PAWS, JH Live, Coombs Outdoors, Parks and Rec, and likely many others in the future. It is obvious that this area could use more public representation, and that our Parks and Recreation board has struggled to finalize future plans on their own.

Thank you for your time and consideration,
Shane Rothman
Jackson WY

From:	Juliet Unfried
To:	Tiffany Stolte
Subject:	5/6/20 Planning and Zoning Commission Mtg - ITEM P20035 & P20036
Date:	Wednesday, May 06, 2020 3:38:24 PM

Dear Planning Commissioners,

Thanks for accepting public comment on the conditional use permit for 808 Upper Redmond Road. Please deny any possibility of a zip line on Snow King.

Thanks,

Juliet Unfried

From:	Bruce Walker
To:	Tiffany Stolte; Town Council
Subject:	Zip Line? Please NO
Date:	Wednesday, May 06, 2020 11:42:05 AM

Dear Planning Commission,

thanks for your volunteer work on behalf of our community.

Snow King is a gem and should be supported, but please don't allow it to be turned into an amusement park.
A zip line would be an abomination. Please don't let it happen.
It's just pure noise pollution for a cheap thrill. And it's degrading to the town's character.

Thanks,
Bruce Walker

From:	Geneva Chong
To:	Brendan Conboy; Brian Krill; Luther Propst; Steve Ashworth; Tyler Sinclair; Brian Schilling; btlenze@jacksonwy.gov; Town Council
Subject:	Fwd: FW: Additional Materials for Snow King Gondola
Date:	Thursday, May 14, 2020 9:50:55 AM
Attachments:	image001.png CUP Additional Info Letter 5-1-20.pdf

Hi all,
I would like the town to consider a proposal to the applicant to leave Cougar Lift in place and base the new lift (gondola) just west and north enough of the base of Cougar to work. This should save time and money; allow continuation of service; keep the "finish area" open for safety and function (big reason why removing Summit Lift and pump house are so important); and other, positive reasons. Please contact me if you have any questions - this email is coming solely from me.
Thank you for your work for our community,
Geneva Chong
307-699-0330

---------- Forwarded message ---------
From: **Steve Ashworth** <sashworth@tetoncountywy.gov>
Date: Thu, May 14, 2020 at 9:25 AM
Subject: FW: Additional Materials for Snow King Gondola
To: Jim Stanford <jstanford@jacksonwy.gov>, Jim Clouse <esperanza88@hotmail.com>, Frank Lane <flane@wyoming.com>, Missy Falcey <missy.falcey@gmail.com>, Geneva Chong <geneva.chong@gmail.com>, Luther Propst <lpropst@tetoncountywy.gov>, Stephanie Thomas <steph13thomas@gmail.com>, Ellie Statton-Brook <estrattb@gmail.com>
CC: Meghan Spaulding <mspaulding@tetoncountywy.gov>, Christina Ramos <cramos@tetoncountywy.gov>, Andrew Erskine <aerskine@tetoncountywy.gov>

All, attached is a revision to Snowkings CUP which will alter our Masterplan concepts. FYI

From: Brendan Conboy <BConboy@jacksonwy.gov>
Sent: Tuesday, May 12, 2020 6:07 PM
To: Steve Ashworth <sashworth@tetoncountywy.gov>; btlenz@jacksonwy.gov; Brian Schilling <bschilling@tetoncountywy.gov>
Cc: Tyler Sinclair <tsinclair@jacksonwy.gov>
Subject: Additional Materials for Snow King Gondola

Dear Steve, Brian, and Brian,

Attached are the latest plans which Snow King submitted which now include keeping the Cougar lift in operation and moving it up the ski hill slightly and in the general location near

the existing Summit lift to service night skiing/ski racing.

In addition, here is a link to last week's meeting where Ryan Stanley discusses keeping the lift: **38:55 mark, Item 9.II** http://jacksonwy.swagit.com/play/05062020-894

Please have a look and provide any additional comments you may have.

Thanks,

Brendan

BRENDAN CONBOY
ASSOCIATE PLANNER
TOWN OF JACKSON
P.O. BOX 1687
JACKSON, WY 83001

(P)(307) 734-3493
(F)(307) 734-3563

bconboy@jacksonwy.gov

www.townofjackson.com

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

From: Judd Grossman
To: kmalone@tetoncountywy.gov; Skye Schell; Town Council; commissioners@tetoncountywy.gov; planningcom@tetoncountywy.gov
Subject: Comprehensive Plan Comments
Date: Sunday, May 17, 2020 6:27:40 PM

Comprehensive Plan Comments
Principle 2.1— Reduce consumption of non-renewable energy, Principle 2.3— Reduce greenhouse gas emissions through transportation, Principle 2.4— Increase energy efficiency in buildings, and Principle 2.5—Reduce greenhouse gas emissions through waste management and water conservation. - These climate change principles should be removed. This is an unnecessary government intrusion into individual freedom that will have infinitesimally small effect on the problem. Focus on problems that are within the purview of local government like over population and sprawl in Jackson Hole. If pollution is reduced as a byproduct of good planning that's a bonus. Otherwise you are chasing after virtue signalling issues and risking unintended consequences, all at the expense of our freedom of choice.

Principle 2.2— Reduce greenhouse gas emissions through land use. - Reducing greenhouse gas emissions through land use is a byproduct of good land use planning to reduce traffic and sprawl. It shouldn't be a goal on it's own.

Direct at least 60% of future growth into Complete Neighborhoods to preserve habitat, scenery and open space and provide workforce housing opportunities. - This should be closer to 100% and should focus development into the commercial corridor of Jackson in a mixed use setting. Leave our existing residential neighborhoods alone.

Ensure a variety of workforce housing opportunities exist so that at least 65% of those employed locally also live locally. - Meeting the 65% target for local workforce housing should be accomplished by reducing job growth. Deed restricted housing should be workforce based, not income based, and it should rent or sell as condos for whatever the market will bear. To do otherwise is to provide perverse incentives for workers and employers shifting the burden on to taxpayers and existing low-end home owners.

Policy 5.1.b: Focus housing subsidies on full-time, year-round workers and Policy 5.3.c: Create workforce housing to address remaining shortages, Policy 5.4.e: Establish a reliable funding source for workforce housing provision - Housing should not be subsidized by anyone other than employers.

Policy 5.2.d: Allow accessory residential units (ARUs) and County guesthouses - ARUs are only appropriate in the commercial corridor. They are not appropriate in stable neighborhoods, because they can radically increase density and traffic - changing neighborhood character.

Policy 6.1.c: Establish an identity as a “green” community, Policy 6.1.b: Promote eco-tourism - "Green Community" and "eco-tourism" are feel good virtue signalling facades that are expensive and unnecessarily restrict individual freedom, often with unintended negative results.

Policy 6.3.c: Provide jobs at a spectrum of income levels - Jobs should pay well enough that people can afford to live here or commute here without government subsidies. We need to stop creating, promoting and subsidizing low income jobs.

6.3.S.4: Collect data on setting a minimum wage as another option for mitigating the impacts of employment generation in the updated employee generation nexus study. - Minimum wage is an unwise intrusion into the free market. Wages should be a private agreement between workers and employers.

6.3.S.5: Support local employees through efforts of making housing, daycare, and other needs more accessible and affordable. - Government should stay out of the daycare business. Most government interventions into the "needs" of workers pass through as subsidies to employers and promote growth.

Principle 7.1—Meet future transportation demand with walk, bike, carpool, and transit infrastructure. - Alternative modes of transportation are unrealistic, relatively unpopular, and often unpleasant. Residents should have a choice as to their mode of transportation. Automobiles are obviously the most efficient and useful means of transportation for our residents. Working people that need to carry tools have no other choice. We need to limit population growth, and expand and connect our roads so they can function properly for car traffic.

Policy 7.1.e: Establish a permanent funding source for an alternative transportation system - Stop raising taxes. Local government is already too big, too expensive and too intrusive.

Principle 7.2— Reduce greenhouse gases from vehicles to below 2012 levels. - Reducing greenhouse gases from vehicles to below 2012 levels is expensive, inconvenient virtue signalling that will have miniscule effect on the problem it is targeting. There are much more efficient ways to spend our time and money.

Policy 7.2.b: Discourage use of single-occupancy vehicles - Discouraging use of single-occupancy vehicles is a heavy handed intervention that will reduce our freedom of choice and make life more difficult for working people.

Policy 7.3.e: Require development to provide for walking, biking, carpooling and transit - Sidewalks are inappropriate in the Town periphery. Street lights are disruptive of dark skies and rural character.

Thanks!
Judd

--
Judd Grossman
cell: 307-690-4935
email: jg@juddgrossman.com
mail: P.O. Box 3222, Jackson, WY 83001
ship: 50 Rancher St., Jackson, WY 83001

From: kirk Stone
To: Tiffany Stolte
Subject: Snow King mistake
Date: Monday, May 18, 2020 10:14:36 AM

Planners,
A Zip Line on Snow King is a big mistake. While you might say, “We can just take it down.” That will never happen.
Jackson Hole is unique and a zip line is an everyday occurrence, even in third world countries.
The reason people come to Jackson Hole is because it is different. It cares about the environment that encompasses it.
Whether you know it or not, Snow King its self is the home or pathway to multiple wildlife species.
The Zip Line is just another way to say, “We don’t care.”
Seriously, would you want a Zip Line next to your home.
Jackson Hole is our home and wildlife are our neighbors.
The muskrat in my pond, the ermine under my porch, the moose, elk and deer in my pasture, The swans, geese and ducks in my pond are all my neighbors.
I care what happens to them, and I accommodate them.
The same is true for Snow King.
Please say NO to the zip line.
Thanks you for your time.

Cindy Stone

CINDY STONE
PO 1865
JACKSON, WYOMING 83001
307-690-6654

From: Diane Abendroth
To: Tiffany Stolte
Subject: Snow King zip lines #2
Date: Monday, May 18, 2020 7:29:39 PM

I feel that I should explain part of why the zip lines are a bad idea. It is Drunk People. That is who rides the roller coasters in the evening. They are super loud and obnoxious with their yelling and screaming. That is the impact I am talking about. Has the planning commission or Snow King fully analyzed this impact? they need to disclose these effects to the noise in town.

From: Diane Abendroth
To: Tiffany Stolte
Subject: Why would you allow zip lines on snow king?
Date: Monday, May 18, 2020 7:20:49 PM

I just don't get it. Why are ziplines OK until late hours with a noise ordinance in Jackson? Who does the planning commission work for if not the community? Why do these boards continue to approve the most egregious tourist trap development that will turn our town into a guest facility instead of a community?

From: Pat Butts Pat Butts
To: Tiffany Stolte
Subject: Snow King CUP 3rd reading
Date: Wednesday, May 20, 2020 1:52:48 PM

I may be too late for your meeting today. It's hard to keep on top of all the issues with this Covid-19 shutdown. While I now live in Alta, I moved to Jackson in 1968 and have lived in Teton County ever since, many of those years up Cache Creek and across from the rodeo grounds--both with direct views of Snow King mountain. It dismays me that newer residents with different values are now overcoming this pristine area and disregarding the values that attracted so many people to Jackson in the first place. PLEASE DO NOT ALLOW SNOW KING TO BUILD A ZIP LINE ANYWHERE ON THE TOWN HILL. This area from early on has been special for its natural environment, its views, its wildlife, its open spaces. Snow King mountain remained open and natural for years. It is not our duty to promote investor success; it is our duty to protect what makes this area special. Please do not allow it to turn into another Disneyland--people can go to California/Florida or elsewhere for mechanical adventure--but, please, not here!

Thank you for your consideration of my views and your concern for our environment.

Pat Butts
365 E Bustle Ck Dr
Alta, Wy 83414
208-241-0391

From: Julie Giacobassi
To: Tiffany Stolte
Subject: Snow King Gondola and Restaurant
Date: Wednesday, May 20, 2020 8:55:29 AM

Dear County Commissioners,

I would like to express my concern over the proposed gondola and summit restaurant at Snow King. I live part time very near this area and am worried about the resultant noise and light pollution if the gondola and restaurant are allowed to operate after 9pm. I feel very strongly that the gondola and especially the restaurant should conform to the 9pm closure that the rest of the Snow King development adheres to.

Thank you for your consideration.
Julie Giacobassi

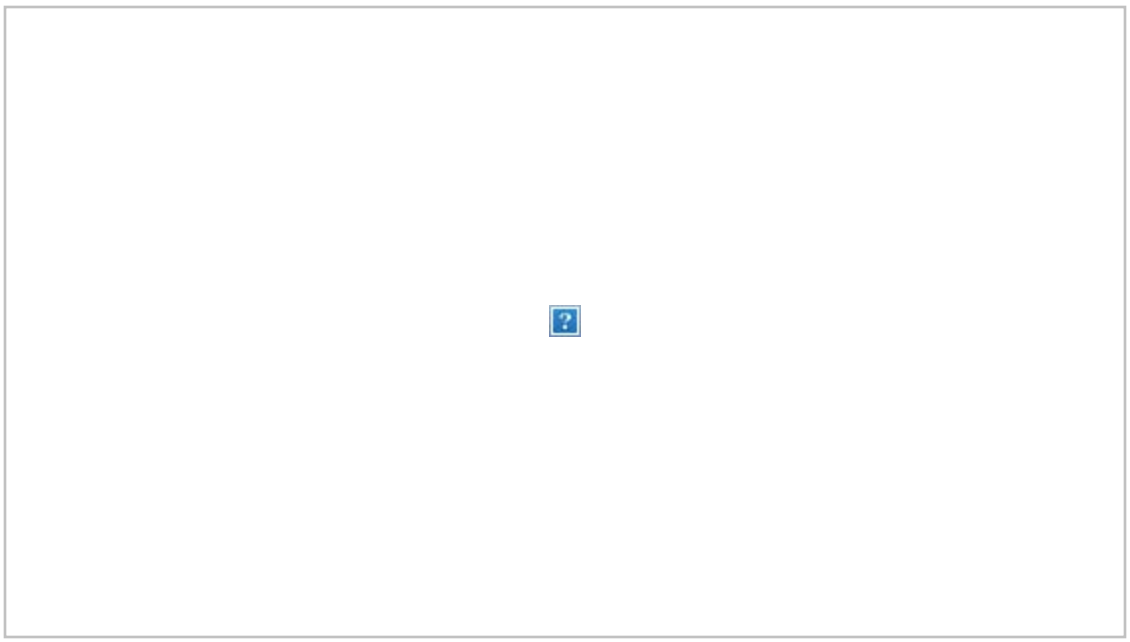
--
Julie Ann Giacobassi
Box 519
Wilson, WY 83014

From:	jean public
To:	Town Council; Tiffany Stolte
Subject:	Fwd: Another chance to comment on Snow King Zip Line/Gondola Permit: Comment 5/20!
Date:	Monday, May 18, 2020 12:57:30 PM

no zip line please. forest service land should be for wildlife and trees. stop the assault by human greed.

---------- Forwarded message ---------
From: **Clare Stumpf** <clare@jhalliance.org>
Date: Mon, May 18, 2020 at 11:33 AM
Subject: Another chance to comment on Snow King Zip Line/Gondola Permit: Comment 5/20!
To: Jean Poubilee <jeanpublic1@gmail.com>

We believe that a better outcome for Snow King is possible.



Dear Jean,

I hope you're staying healthy! On May 6, the Town Planning Commissioners considered a conditional use permit (CUP) that would **greenlight a zip line near the Rafferty lift** and **gondola operations that could go until midnight (or later!)**, further intensifying the amusement park atmosphere--without considering the cumulative effects of the pending plans for Forest Service land. The **Town Councilors have the power to change the permit rules**, including denying the zip line plans altogether and/or shortening the operating hours of the gondola and zip line.

TAKE ACTION

The Town Planning Commissioners will be reconsidering the permit and then providing a recommendation to the Town Council; therefore, **it is critical to get the Town Planning Commissioners to vote to alter the CUP** and deny the zip line and establish reasonable operating hours. There are many ways to have your voice heard during this process:

ATTEND THE MEETING

Town Planning Commission will convene at **5:30 PM on May 20** via the WebEx platform. You will need to check the corresponding agenda for the WebEx link to access the meeting. You can give a three-minute comment in real time citing your concerns. Detailed instructions about how to participate in a WebEx meeting are available here.

WRITE AN EMAIL

If you are unable to attend the virtual meeting, **you can share your concerns via email**. You can write an email any time to the Town Planning Commission: planningcommission@jacksonwy.gov and the Town Council at council@jacksonwy.gov. These emails go directly to each council member's inbox and are placed on the public record.

SIGN THE PETITION

Dangerous and noisy zip lines do not align with our Comprehensive Plan or local Land Development Regulations, and there is little justification for late-night gondola rides to a massive summit complex when bars and restaurants are readily available in Jackson. The Town Council will be considering the CUP next, either on June 1 or June 15--stay tuned. **Please help Snow King succeed as our Town Hill and not an amusement park!**

Thank you,

CLARE STUMPF

Community Organizer
Jackson Hole Conservation Alliance
She/her/hers
510-418-0654

685 S. Cache St | PO Box 2728 | Jackson, WY 83001

Donate | Join | unsubscribe

From: Anne Marie
To: Tiffany Stolte
Subject: Comments on Snow King Gondola Permit
Date: Monday, May 18, 2020 12:27:46 PM

Dear Planning Commission,

I am writing to urge you to maintain special considerations for nighttime Gondola use during summer hours as an observatory would be rendered useless without it. Wyoming Stargazing's founder, Sam Singer, was an integral part to creating the nighttime outdoor lighting standards as light pollution is not only bad for human health and wildlife, but it also is bad for the stargazing business. I trust that his insights would allow outdoor lights to make minimal impacts, and ask that you at least create an exception that would allow gondola use at night for the purposes of enjoying the observatory.

Kindly,

Anne Marie Wells
Former Wyoming Stargazing Executive Director
Current Wyoming Stargazing Board Member

From: noreply@civicplus.com
To: Town Council
Subject: Online Form Submittal: Email the Town Council
Date: Monday, May 18, 2020 9:49:50 AM

If you are having problems viewing this HTML email, click to view a Text version.

Email the Town Council

Subject:

Email Content:*

Your Name:*

Your Company Name:

Your Phone Number:

Your Email Address:*

Your City:

Your State:

Your Zip Code:

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
http://www.jacksonwy.gov/Admin/FormHistory.aspx?SID=1765

The following form was submitted via your website: Email the Town Council

Subject:: Snow King

Email Content:: Hi Town Council,

Firstly, thanks for all the efforts to keep Jackson safe during COVID. I appreciate the actions that have been taken.

I would like to comment on the permit being considered for the Snow King Zipline & Gondola. I'm not necessarily opposed to these items boosting Snow King's productivity. However, I feel it would be premature to enable this growth when we have not received final answers on the EIS from the Forest Service. I think the accumulative impacts cannot be realized until that process is complete.

I request that we delay or restrict the permit for now, to allow for realization of the proposed actions of the Forest Service EIS, before we commit to anything that would impact town and residents per Council's control.

I grew up here and have been a strong supporter of SK through the years. I would like to see them grow and prosper. However, the major development that has been proposed has created a lot of controversy in town. I believe the responsible way to move through this is step by step, allowing citizens to feel there's opportunity and control within and throughout the process. If we delay the County's part until we see the Federal part play out, I believe citizens will be able to better grasp the reality instead of fear the potential...allowing for more accurate/true voices to speak up about the zipline instead of a hault everything attitude that comes when too much change is proposed at once.

Thanks for hearing me out.
Kate

Your Name:: Kate Winters

Your Company Name::

Your Phone Number:: 307-200-1932

Your Email Address:: katelwinters@gmail.com

Your City:: Jackson

Your State:: WY

Your Zip Code:: 83001

Additional Information:
Form submitted on: 5/18/2020 9:52:26 AM
Submitted from IP Address: 184.167.32.75
Referrer Page: https://www.jacksonwy.gov/256/Mayor-Town-Council
Form Address: http://www.jacksonwy.gov/Forms.aspx?FID=190

From: Tatyana Komin
To: Tiffany Stolte
Subject: Fwd: Snow King Hill developments
Date: Wednesday, May 20, 2020 11:12:20 AM

To Whom it May Concern,

I am deeply concerned about the fate of Snow King Hill in Jackson Hole and therefore I am writing to urge not to allow any development on the Snow King Hill and around it. All proposed alternatives are dangerous and harmful for wildlife habitats.
Contractors and Forest Service completely ignore recommendations of wildlife professionals.
All animals: mule deer, mountain lions, bear, moose will be jeopardized if any further developments will be done.
Please help to protect our National Park system, Snow King Hill and it is native inhabitants to attract more visitors to Grand Teton and Wyoming.

Sincerely,
Tatyana Komin

From: Shirley Thomas
To: Tiffany Stolte
Subject: Snow King
Date: Wednesday, May 20, 2020 4:24:09 PM

Dear Commissioners,
At your meeting tonight please consider that by expanding Snow King in the manner described in most of the alternatives would be most detrimental to the wildlife that call that area home. The NEPA document, thus far, should have had a reasonable and balanced range of alternatives. It did not. We should be looking towards a more balanced alternative.
Thank you for your consideration.
Shirley Thomas
Jackson

From:	Liz Moseley
To:	Tiffany Stolte
Subject:	Support for the Snow King gondola to remain open until 1am during the summer months so that people have access to the observatory
Date:	Monday, May 18, 2020 12:35:50 PM

Dear Planning and Zoning Commission Members:

On behalf of Wyoming Stargazing, a Jackson-based nonprofit dedicated to astronomy education, I urge you to issue Snow King Resort a Conditional Use Permit (CUP) that allows the proposed gondola to operate at night in order for the proposed observatory and planetarium on the summit to be functional. As Wyoming's leading advocate of dark skies we are confident that the summit facilities can be operated in a way that produces near zero light pollution.

From late spring until early fall, it is not dark enough to view the stars in the night sky until approximately 10:00 pm. Wyoming Stargazing's programs during these months start at 10:00 pm and end at 1:00 am. The summer months are the best time for observing our night skies, and the period when the vast majority of residents and tourists look to us for stargazing services. If the Commission denies Snow King the ability to operate the gondola at night during the summer months, the observatory will not make practical or economic sense.

Wyoming Stargazing is committed to protecting dark night skies, which are essential for quality astronomical programming as well as human and wildlife health and safety. We therefore appreciate the concerns about light pollution. Measures to mitigate light pollution are outlined in the current Teton County Exterior Lighting Standard that our organization helped to write. We are working with Snow King to incorporate those measures on the summit facilities. Specifically, the observatory, planetarium, and gondola should use fully-shielded red outdoor lighting that would provide enough light for pedestrian safety while being almost invisible from town. The summit facilities should use blackout curtains to cover all exterior windows after 10:00 pm, thereby preventing pollution from lights within buildings. Fully-shielded "warm colored" outdoor lights could also direct the light towards the south, minimizing reflected light towards town.

We also believe that any noise at the observatory and planetarium at the summit will be modest at most and almost certainly not audible at the base of the mountain. The observatory, the outdoor portion of the proposal, will only hold about 30 people. The planetarium, an indoor facility, will hold about 100 people. In our experience stargazing is a quiet activity leaving people serene and thoughtful, not boisterous.

We are blessed with a spectacular night sky in Jackson. The proposed observatory and planetarium could be two of Jackson's crown jewels, putting us on the map for astronomy and science education. We urge you to approve the Snow King CUP along the lines outlined above.

Sincerely,
Liz Moseley
Wyoming Stargazing Board Member
240-925-7327

From:	Public Comment
To:	Linore Wallace
Cc:	Paul Anthony; Tyler Sinclair
Subject:	RE: May 8, 2020 Item #P19-242 REQUEST FOR APPROVAL OF A CONDITIONAL USE PERMIT TO OPERATE A GONDOLA FACILITY IN PHIL BAUX PARK FOR SNOW KING RESORT
Date:	Wednesday, May 06, 2020 5:19:23 PM

Dear Linore,

Although the email address "publiccomment@jacksonwy.gov" was intended to be used for Town Council meetings, your email has been forwarded to Tyler Sinclair and Paul Anthony for inclusion in tonight's Planning Commission meeting.

Thank you,
Sandy Birdyshaw
Town Clerk

From: Linore Wallace <linorewallace@yahoo.com>
Sent: Wednesday, May 6, 2020 3:59 PM
To: Public Comment <publiccomment@jacksonwy.gov>
Subject: May 8, 2020 Item #P19-242 REQUEST FOR APPROVAL OF A CONDITIONAL USE PERMIT TO OPERATE A GONDOLA FACILITY IN PHIL BAUX PARK FOR SNOW KING RESORT

Please consider the following in you discussion today regarding Item #P19-242 REQUEST FOR APPROVAL OF A CONDITIONAL USE PERMIT TO OPERATE A GONDOLA FACILITY IN PHIL BAUX PARK FOR SNOW KING RESORT

SKMR is proposing an expanded and more efficient area for night skiing. This is all in good however; they should be required to provide actual data on the use of night skiing beyond the ski club usage. I see little need to light up the mountain 6 nights a week to 9pm when there is little demand or use. Please consider a stipulation of the number of nights and hours based on actual use that could be increased or decreased in the future with sufficient data. Night skiing must be one of the most costly operations for the resort.

I am not in favor of adding a zip line to the amusement park atmosphere presently on Snow King. In the report presented it is stated that the noise level of the zip line is minimal however, it's not the noise of the mechanism that is disturbing but the noise of the rider. The community already has to deal with the blood curdling screams of the coaster rider's day in and out. Please don't subject us to more screaming just so more money can be made by SKMR and their investors.

Thank you for your time and consideration of the needs of our community.

Linore Wallace

450 S. Willow Street

Jackson, WY 83001

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From: Judd Grossman
To: kmalone@tetoncountywy.gov; Skye Schell; Town Council; commissioners@tetoncountywy.gov; planningcom@tetoncountywy.gov
Subject: Comprehensive Plan Comments
Date: Sunday, May 17, 2020 6:27:40 PM

Comprehensive Plan Comments
Principle 2.1— Reduce consumption of non-renewable energy, Principle 2.3— Reduce greenhouse gas emissions through transportation, Principle 2.4— Increase energy efficiency in buildings, and Principle 2.5—Reduce greenhouse gas emissions through waste management and water conservation. - These climate change principles should be removed. This is an unnecessary government intrusion into individual freedom that will have infinitesimally small effect on the problem. Focus on problems that are within the purview of local government like over population and sprawl in Jackson Hole. If pollution is reduced as a byproduct of good planning that's a bonus. Otherwise you are chasing after virtue signalling issues and risking unintended consequences, all at the expense of our freedom of choice.

Principle 2.2— Reduce greenhouse gas emissions through land use. - Reducing greenhouse gas emissions through land use is a byproduct of good land use planning to reduce traffic and sprawl. It shouldn't be a goal on it's own.

Direct at least 60% of future growth into Complete Neighborhoods to preserve habitat, scenery and open space and provide workforce housing opportunities. - This should be closer to 100% and should focus development into the commercial corridor of Jackson in a mixed use setting. Leave our existing residential neighborhoods alone.

Ensure a variety of workforce housing opportunities exist so that at least 65% of those employed locally also live locally. - Meeting the 65% target for local workforce housing should be accomplished by reducing job growth. Deed restricted housing should be workforce based, not income based, and it should rent or sell as condos for whatever the market will bear. To do otherwise is to provide perverse incentives for workers and employers shifting the burden on to taxpayers and existing low-end home owners.

Policy 5.1.b: Focus housing subsidies on full-time, year-round workers and Policy 5.3.c: Create workforce housing to address remaining shortages, Policy 5.4.e: Establish a reliable funding source for workforce housing provision - Housing should not be subsidized by anyone other than employers.

Policy 5.2.d: Allow accessory residential units (ARUs) and County guesthouses - ARUs are only appropriate in the commercial corridor. They are not appropriate in stable neighborhoods, because they can radically increase density and traffic - changing neighborhood character.

Policy 6.1.c: Establish an identity as a “green” community, Policy 6.1.b: Promote eco-tourism - "Green Community" and "eco-tourism" are feel good virtue signalling facades that are expensive and unnecessarily restrict individual freedom, often with unintended negative results.

Policy 6.3.c: Provide jobs at a spectrum of income levels - Jobs should pay well enough that people can afford to live here or commute here without government subsidies. We need to stop creating, promoting and subsidizing low income jobs.

6.3.S.4: Collect data on setting a minimum wage as another option for mitigating the impacts of employment generation in the updated employee generation nexus study. - Minimum wage is an unwise intrusion into the free market. Wages should be a private agreement between workers and employers.

6.3.S.5: Support local employees through efforts of making housing, daycare, and other needs more accessible and affordable. - Government should stay out of the daycare business. Most government interventions into the "needs" of workers pass through as subsidies to employers and promote growth.

Principle 7.1—Meet future transportation demand with walk, bike, carpool, and transit infrastructure. - Alternative modes of transportation are unrealistic, relatively unpopular, and often unpleasant. Residents should have a choice as to their mode of transportation. Automobiles are obviously the most efficient and useful means of transportation for our residents. Working people that need to carry tools have no other choice. We need to limit population growth, and expand and connect our roads so they can function properly for car traffic.

Policy 7.1.e: Establish a permanent funding source for an alternative transportation system - Stop raising taxes. Local government is already too big, too expensive and too intrusive.

Principle 7.2— Reduce greenhouse gases from vehicles to below 2012 levels. - Reducing greenhouse gases from vehicles to below 2012 levels is expensive, inconvenient virtue signalling that will have miniscule effect on the problem it is targeting. There are much more efficient ways to spend our time and money.

Policy 7.2.b: Discourage use of single-occupancy vehicles - Discouraging use of single-occupancy vehicles is a heavy handed intervention that will reduce our freedom of choice and make life more difficult for working people.

Policy 7.3.e: Require development to provide for walking, biking, carpooling and transit - Sidewalks are inappropriate in the Town periphery. Street lights are disruptive of dark skies and rural character.

Thanks!
Judd

--
Judd Grossman
cell: 307-690-4935
email: jg@juddgrossman.com
mail: P.O. Box 3222, Jackson, WY 83001
ship: 50 Rancher St., Jackson, WY 83001

From: kirk Stone
To: Tiffany Stolte
Subject: Snow King mistake
Date: Monday, May 18, 2020 10:14:36 AM

Planners,
A Zip Line on Snow King is a big mistake. While you might say, “We can just take it down.” That will never happen.
Jackson Hole is unique and a zip line is an everyday occurrence, even in third world countries.
The reason people come to Jackson Hole is because it is different. It cares about the environment that encompasses it.
Whether you know it or not, Snow King its self is the home or pathway to multiple wildlife species.
The Zip Line is just another way to say, “We don’t care.”
Seriously, would you want a Zip Line next to your home.
Jackson Hole is our home and wildlife are our neighbors.
The muskrat in my pond, the ermine under my porch, the moose, elk and deer in my pasture, The swans, geese and ducks in my pond are all my neighbors.
I care what happens to them, and I accommodate them.
The same is true for Snow King.
Please say NO to the zip line.
Thanks you for your time.

Cindy Stone

CINDY STONE
PO 1865
JACKSON, WYOMING 83001
307-690-6654

From: Diane Abendroth
To: Tiffany Stolte
Subject: Snow King zip lines #2
Date: Monday, May 18, 2020 7:29:39 PM

I feel that I should explain part of why the zip lines are a bad idea. It is Drunk People. That is who rides the roller coasters in the evening. They are super loud and obnoxious with their yelling and screaming. That is the impact I am talking about. Has the planning commission or Snow King fully analyzed this impact? they need to disclose these effects to the noise in town.

From: Diane Abendroth
To: Tiffany Stolte
Subject: Why would you allow zip lines on snow king?
Date: Monday, May 18, 2020 7:20:49 PM

I just don't get it. Why are ziplines OK until late hours with a noise ordinance in Jackson? Who does the planning commission work for if not the community? Why do these boards continue to approve the most egregious tourist trap development that will turn our town into a guest facility instead of a community?

From: Pat Butts Pat Butts
To: Tiffany Stolte
Subject: Snow King CUP 3rd reading
Date: Wednesday, May 20, 2020 1:52:48 PM

I may be too late for your meeting today. It's hard to keep on top of all the issues with this Covid-19 shutdown. While I now live in Alta, I moved to Jackson in 1968 and have lived in Teton County ever since, many of those years up Cache Creek and across from the rodeo grounds--both with direct views of Snow King mountain. It dismays me that newer residents with different values are now overcoming this pristine area and disregarding the values that attracted so many people to Jackson in the first place. PLEASE DO NOT ALLOW SNOW KING TO BUILD A ZIP LINE ANYWHERE ON THE TOWN HILL. This area from early on has been special for its natural environment, its views, its wildlife, its open spaces. Snow King mountain remained open and natural for years. It is not our duty to promote investor success; it is our duty to protect what makes this area special. Please do not allow it to turn into another Disneyland--people can go to California/Florida or elsewhere for mechanical adventure--but, please, not here!

Thank you for your consideration of my views and your concern for our environment.

Pat Butts
365 E Bustle Ck Dr
Alta, Wy 83414
208-241-0391

From: Carl Detwyler
To: Town Council
Subject: Snow King zip lines
Date: Monday, May 18, 2020 5:13:54 PM

Hello,

I would like to voice my opposition to allowing ziplines at Snow King. I have lived close to SK ski area for over 20 years and want to keep it a town ski hill and not an amusement park.

Thank you for your consideration,
Carl Detwyler
39 Enoch Ferrin Circle
Jackson, WY

From: Julie Giacobassi
To: Tiffany Stolte
Subject: Snow King Gondola and Restaurant
Date: Wednesday, May 20, 2020 8:55:29 AM

Dear County Commissioners,

I would like to express my concern over the proposed gondola and summit restaurant at Snow King. I live part time very near this area and am worried about the resultant noise and light pollution if the gondola and restaurant are allowed to operate after 9pm. I feel very strongly that the gondola and especially the restaurant should conform to the 9pm closure that the rest of the Snow King development adheres to.

Thank you for your consideration.
Julie Giacobassi

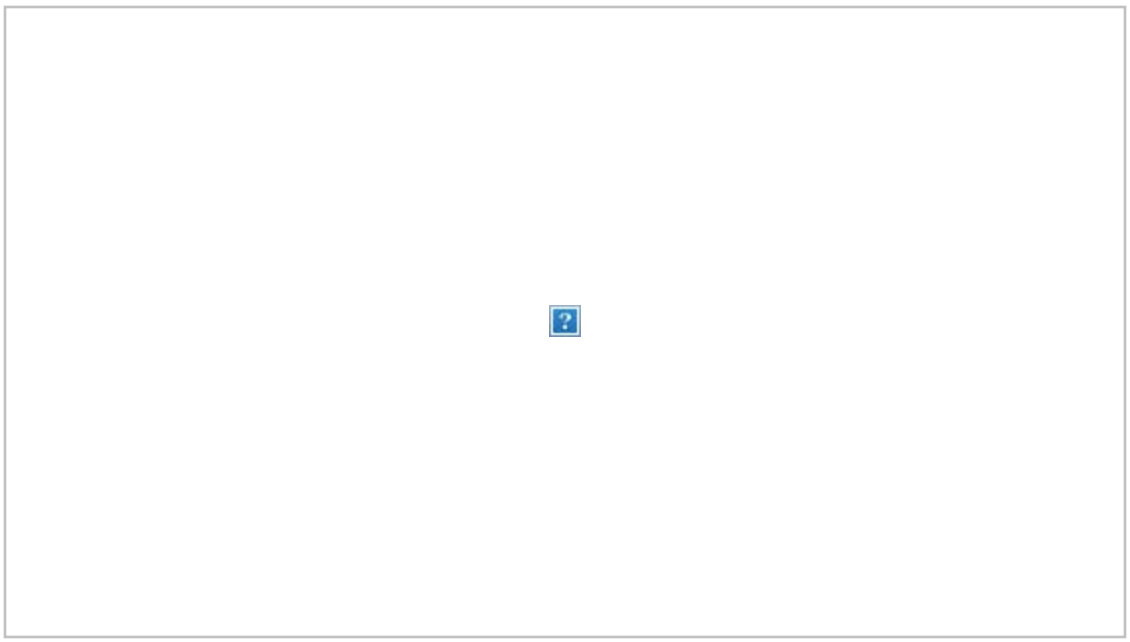
--
Julie Ann Giacobassi
Box 519
Wilson, WY 83014

From:	jean public
To:	Town Council; Tiffany Stolte
Subject:	Fwd: Another chance to comment on Snow King Zip Line/Gondola Permit: Comment 5/20!
Date:	Monday, May 18, 2020 12:57:30 PM

no zip line please. forest service land should be for wildlife and trees. stop the assault by human greed.

---------- Forwarded message ---------
From: **Clare Stumpf** <clare@jhalliance.org>
Date: Mon, May 18, 2020 at 11:33 AM
Subject: Another chance to comment on Snow King Zip Line/Gondola Permit: Comment 5/20!
To: Jean Poubilee <jeanpublic1@gmail.com>

We believe that a better outcome for Snow King is possible.



Dear Jean,

I hope you're staying healthy! On May 6, the Town Planning Commissioners considered a conditional use permit (CUP) that would **greenlight a zip line near the Rafferty lift** and **gondola operations that could go until midnight (or later!)**, further intensifying the amusement park atmosphere--without considering the cumulative effects of the pending plans for Forest Service land. The **Town Councilors have the power to change the permit rules**, including denying the zip line plans altogether and/or shortening the operating hours of the gondola and zip line.

TAKE ACTION

The Town Planning Commissioners will be reconsidering the permit and then providing a recommendation to the Town Council; therefore, **it is critical to get the Town Planning Commissioners to vote to alter the CUP** and deny the zip line and establish reasonable operating hours. There are many ways to have your voice heard during this process:

ATTEND THE MEETING

Town Planning Commission will convene at **5:30 PM on May 20** via the WebEx platform. You will need to check the corresponding agenda for the WebEx link to access the meeting. You can give a three-minute comment in real time citing your concerns. Detailed instructions about how to participate in a WebEx meeting are available here.

WRITE AN EMAIL

If you are unable to attend the virtual meeting, **you can share your concerns via email**. You can write an email any time to the Town Planning Commission: planningcommission@jacksonwy.gov and the Town Council at council@jacksonwy.gov. These emails go directly to each council member's inbox and are placed on the public record.

SIGN THE PETITION

Dangerous and noisy zip lines do not align with our Comprehensive Plan or local Land Development Regulations, and there is little justification for late-night gondola rides to a massive summit complex when bars and restaurants are readily available in Jackson. The Town Council will be considering the CUP next, either on June 1 or June 15--stay tuned. **Please help Snow King succeed as our Town Hill and not an amusement park!**

Thank you,

CLARE STUMPF

Community Organizer
Jackson Hole Conservation Alliance
She/her/hers
510-418-0654

685 S. Cache St | PO Box 2728 | Jackson, WY 83001

Donate | Join | unsubscribe

From: Anne Marie
To: Tiffany Stolte
Subject: Comments on Snow King Gondola Permit
Date: Monday, May 18, 2020 12:27:46 PM

Dear Planning Commission,

I am writing to urge you to maintain special considerations for nighttime Gondola use during summer hours as an observatory would be rendered useless without it. Wyoming Stargazing's founder, Sam Singer, was an integral part to creating the nighttime outdoor lighting standards as light pollution is not only bad for human health and wildlife, but it also is bad for the stargazing business. I trust that his insights would allow outdoor lights to make minimal impacts, and ask that you at least create an exception that would allow gondola use at night for the purposes of enjoying the observatory.

Kindly,

Anne Marie Wells
Former Wyoming Stargazing Executive Director
Current Wyoming Stargazing Board Member

From: noreply@civicplus.com
To: Town Council
Subject: Online Form Submittal: Email the Town Council
Date: Monday, May 18, 2020 9:49:50 AM

If you are having problems viewing this HTML email, click to view a Text version.

Email the Town Council

Subject:

Email Content:*

Your Name:*

Your Company Name:

Your Phone Number:

Your Email Address:*

Your City:

Your State:

Your Zip Code:

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
http://www.jacksonwy.gov/Admin/FormHistory.aspx?SID=1765

The following form was submitted via your website: Email the Town Council

Subject:: Snow King

Email Content:: Hi Town Council,

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I would like to comment on the permit being considered for the Snow King Zipline & Gondola. I'm not necessarily opposed to these items boosting Snow King's productivity. However, I feel it would be premature to enable this growth when we have not received final answers on the EIS from the Forest Service. I think the accumulative impacts cannot be realized until that process is complete.

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Thanks for hearing me out.
Kate

Your Name:: Kate Winters

Your Company Name::

Your Phone Number:: 307-200-1932

Your Email Address:: katelwinters@gmail.com

Your City:: Jackson

Your State:: WY

Your Zip Code:: 83001

Additional Information:
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To: Tiffany Stolte
Subject: Fwd: Snow King Hill developments
Date: Wednesday, May 20, 2020 11:12:20 AM

To Whom it May Concern,

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Contractors and Forest Service completely ignore recommendations of wildlife professionals.
All animals: mule deer, mountain lions, bear, moose will be jeopardized if any further developments will be done.
Please help to protect our National Park system, Snow King Hill and it is native inhabitants to attract more visitors to Grand Teton and Wyoming.

Sincerely,
Tatyana Komin

From: Shirley Thomas
To: Tiffany Stolte
Subject: Snow King
Date: Wednesday, May 20, 2020 4:24:09 PM

Dear Commissioners,
At your meeting tonight please consider that by expanding Snow King in the manner described in most of the alternatives would be most detrimental to the wildlife that call that area home. The NEPA document, thus far, should have had a reasonable and balanced range of alternatives. It did not. We should be looking towards a more balanced alternative.
Thank you for your consideration.
Shirley Thomas
Jackson

From:	zaidee fuller
To:	Tiffany Stolte
Cc:	Town Council
Subject:	Snow King expansion
Date:	Thursday, May 21, 2020 11:35:17 AM

Ladies and Gentlemen:

In difficult economic times, will the Snow King proposal for a gondola and more lifts actually bring more skiers? If one adds in the cost of additional infrastructure for a zip line, how does this investment actually pay off? If it fails, will we be left with abandoned towers, roads and zip lines (remember Bill Bailey's defunct scenic lift north of town)? Will you ask for a bond for reclamations if the project is abandoned?

A zip line, gondola, and restaurant will eclipse the the 'town hill' to make way for an amusement park. I implore you to limit this inappropriate expansion and protect Snow King as a public treasure.

Thank you for your consideration.

Zaidee Fuller

Zaidee Fuller
PO Box 8
Wilson, WY 83014

From:	Paul Hansen
To:	Tiffany Stolte
Subject:	Snow King
Date:	Thursday, May 21, 2020 12:01:28 PM

I write a News&Guide column called Common Ground. Here is the column I wrote on Snow King.
https://www.jhnewsandguide.com/opinion/columnists/common_ground/judging-what-s-right-for-us-and-snow-king/article_8fce8880-df34-50a0-8eea-a0c097b8c9b6.html

We need to keep the town hill from becoming an amusement park. This means no screaming zip line down the middle, no gondola operating until late at night, no new slopes in critical wildlife habitat on the backside and limited development on top. Ideally, all improvements would take place

Thank you for your service to our community.

Paul W. Hansen
1155 Melody Creek Lane
Jackson, WY 83001
307 734-0330 (home)
307 413-8879 (cell)
paulwhansen@me.com

https://www.jhnewsandguide.com/opinion/columnists/common_ground/judging-what-s-right-for-us-and-snow-king/article_8fce8880-df34-50a0-8eea-a0c097b8c9b6.html

Judging what's right for us and Snow King

Common Ground / By Paul W. Hansen
Sep 26, 2018

Paul Hansen

COLE BUCKHART / ORIJIN MEDIA

I think most of us want to see Snow King — the Town Hill — remain a financially viable part of our community. I also think many of us have questions about a large new development that greatly expands the operations footprint into undeveloped national forest land.

To make Snow King financially sound, I am willing to accept some things I do not really like: the mountain coaster, a limited zipline by the coaster ride, more ski trails, a new ski lift, maybe some development at the base and a restaurant on top. I am happiest if it can be done within the existing footprint.

Actions that improve frontcountry access for recreation often make sense in the wildland-urban interface. However, we keep whacking away at wildlife habitat and small-town community character.

Less natural habitat and more vehicle traffic take a toll on wildlife every day. If we are to remain the iconic destination for outdoor lovers who live here or visit here for the area's inherent natural wonders, we need some limits to growth in Jackson Hole.

Maybe it is not fair to pick on the owners of Snow King, but where do we draw the line on expansion and new development?

Encroaching on many acres of an intact forest ecosystem, some of it key winter habitat, to more than double the footprint of Snow King's operation is difficult for me to swallow. Will this massive level of new development help our community reach its objective to financially sustain the Town Hill or will it saddle the operation with insurmountable debt? Is there really enough new demand, or existing demand that can be diverted, to pay for this much new development at Snow King? Will proponents of this expansion be transparent and show us their financials? Will they assure us that the expanded Snow King will not then be sold to a national conglomerate?

I think the smart approach on Snow King is to start with some limited measures within the existing footprint that should improve the hill's appeal and cash flow. Let's do these first, give it a few years, and see where that leaves us. We can still look at major developments after this first round of improvements is implemented and tested.

For example, there seems to be widespread support for building an observatory and a green-built summit restaurant on top of Snow King — constructed not too far outside the footprint of the existing Panorama House. There is far less support for 20,000 to 25,000 square feet of new buildings.

I think most of us realize that Snow King needs a new lift, but are not sure about a costly gondola.

Many people oppose a new road switchbacking up the face of Snow King, in favor of the existing access up the backside in Leeks Canyon, which has been in place and used for decades.

There is support for a new beginner and intermediate ski area in the Rafferty area, on the east side of the existing footprint, but a lot of uncertainty on building new slopes with lifts and snowmaking capacity on backside wildlife winter range for elk, moose and mule deer.

Many of us even support some tree and downfall removal to maximize the use of existing inbounds terrain with the construction of some new trails, which is heresy for some environmentalists.

Keeping Phil Baux Park publicly available, allowing access to the public trail system through Snow King to the Cache Creek trails and walking up Snow King in the summer need to be maintained. Skinning up Snow King in the winter, for a reasonable fee to help cover grooming costs, should remain a part of the Town Hill experience.

Important questions remain on development at the base of Snow King. The current master plan allows around 500,000 square feet of new commercial development. Do we really need or want a convention center, hundreds of new hotel rooms, and more luxury condos?

How does doubling the footprint of Snow King square with claims that Jackson Hole is a sustainable destination? More importantly, how does new development on Snow King square with our Teton County Comprehensive Plan? The plan states: To achieve our desired community character, the community must protect and enhance the ecosystem in which we live.

Whatever outcome we decide, I hope we accomplish it respectfully, honestly and with civility. Name calling or accusing those who have a different view of being "greedy" should have no place in this discussion among neighbors on what is the best future for the Town Hill.

Paul W. Hansen is a lifelong conservationist and former employee of the Izaak Walton League, Nature Conservancy and Concord Coalition. Columns are solely the opinion of their authors. Contact him via columnists@jhnewsandguide.com.

From:	Liz Moseley
To:	Tiffany Stolte
Subject:	Support for the Snow King gondola to remain open until 1am during the summer months so that people have access to the observatory
Date:	Monday, May 18, 2020 12:35:50 PM

Dear Planning and Zoning Commission Members:

On behalf of Wyoming Stargazing, a Jackson-based nonprofit dedicated to astronomy education, I urge you to issue Snow King Resort a Conditional Use Permit (CUP) that allows the proposed gondola to operate at night in order for the proposed observatory and planetarium on the summit to be functional. As Wyoming's leading advocate of dark skies we are confident that the summit facilities can be operated in a way that produces near zero light pollution.

From late spring until early fall, it is not dark enough to view the stars in the night sky until approximately 10:00 pm. Wyoming Stargazing's programs during these months start at 10:00 pm and end at 1:00 am. The summer months are the best time for observing our night skies, and the period when the vast majority of residents and tourists look to us for stargazing services. If the Commission denies Snow King the ability to operate the gondola at night during the summer months, the observatory will not make practical or economic sense.

Wyoming Stargazing is committed to protecting dark night skies, which are essential for quality astronomical programming as well as human and wildlife health and safety. We therefore appreciate the concerns about light pollution. Measures to mitigate light pollution are outlined in the current Teton County Exterior Lighting Standard that our organization helped to write. We are working with Snow King to incorporate those measures on the summit facilities. Specifically, the observatory, planetarium, and gondola should use fully-shielded red outdoor lighting that would provide enough light for pedestrian safety while being almost invisible from town. The summit facilities should use blackout curtains to cover all exterior windows after 10:00 pm, thereby preventing pollution from lights within buildings. Fully-shielded "warm colored" outdoor lights could also direct the light towards the south, minimizing reflected light towards town.

We also believe that any noise at the observatory and planetarium at the summit will be modest at most and almost certainly not audible at the base of the mountain. The observatory, the outdoor portion of the proposal, will only hold about 30 people. The planetarium, an indoor facility, will hold about 100 people. In our experience stargazing is a quiet activity leaving people serene and thoughtful, not boisterous.

We are blessed with a spectacular night sky in Jackson. The proposed observatory and planetarium could be two of Jackson's crown jewels, putting us on the map for astronomy and science education. We urge you to approve the Snow King CUP along the lines outlined above.

Sincerely,
Liz Moseley
Wyoming Stargazing Board Member
240-925-7327

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Jackson's Dark Sky's
Date:	Wednesday, May 20, 2020 8:02:43 AM

From: Kluane Weibel [mailto:frenchcurve77@gmail.com]
Sent: Wednesday, May 20, 2020 6:49 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Jackson's Dark Sky's

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

I don't approve of rollercoasters and zip lines around mountains. However, I strongly support initiatives for nature education and human powered activity (hiking, biking, and etc). Snow King could be a space for interpretive walks to help promote respecting our natural world through understanding the Dark Sky initiatives at the Observatory.

Thank you for considering,
Kluane Weibel Gorsuch

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: May 20th: Public Comment _ Jakub Galczynski
Date:	Tuesday, May 19, 2020 4:08:58 PM

From: Jakub Galczynski [mailto:jakubgalczynski@gmail.com]
Sent: Tuesday, May 19, 2020 3:59 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: May 20th: Public Comment _ Jakub Galczynski

Dear JH Planning Commission,

Please consider Snow Kings rare potential for outdoor education and the promotion of ecosystem stewardship. An astronomy observatory would align with this and the Towns current Environmental Initiatives. Along with day-time interpretive nature trails, an astronomical observatory would provide further access to nature observation (all times of day).

In order for this unique experience to take place, the proposed Snow King gondola **must be able to operate until 1AM, during Summer Months**. The proposed location would allow incredible access to truly dark skies and greater views south (un-blocked by Snow King Mtn). Help bring this unforgettable nigh-time nature experience to Jackson Wyoming!

If received, a prompt response is appreciated.

Kind Regards,
Jakub Galczynski



From: Tyler Valentine
To: Brendan Conboy
Subject: FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date: Tuesday, May 19, 2020 9:11:33 AM

Gondi comments.

-----Original Message-----
From: Ben Mackay [mailto:bsmackay@yahoo.com]
Sent: Tuesday, May 19, 2020 9:12 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Hi Tyler - emailing via the WY stargazing website to support the gondola and observatory hours. As you know, we live a few blocks from the base and fully support the gondola and observatory. It's going to be great!

Hope you're well and thanks for all of your help along the way.

Ben

****

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Sincerely,

Ben Mackay
612-802-0080

From: Tyler Valentine
To: Brendan Conboy
Subject: FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date: Tuesday, May 19, 2020 9:23:04 AM

-----Original Message-----
From: Steve Singer [mailto:19steve50@gmail.com]
Sent: Tuesday, May 19, 2020 9:24 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Sincerely,
Steve singer
Frequent visitor to Jackson Hole

Sent from my iPhone

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Tuesday, May 19, 2020 9:23:10 AM

From: charles Johnston [mailto:cjwyo1@gmail.com]
Sent: Tuesday, May 19, 2020 9:25 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Sincerely, Charles Johnston

From: Tyler Valentine
To: Brendan Conboy
Subject: FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date: Tuesday, May 19, 2020 9:23:25 AM

-----Original Message-----
From: Judith Campbell [mailto:peterjudi2011@gmail.com]
Sent: Tuesday, May 19, 2020 9:26 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark. I live within the SKRMA district, close to the location where the gondola and conservatory will be and I support this.

Sincerely,

Judith Campbell

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Tuesday, May 19, 2020 9:26:14 AM

From: Linda Wasserman [mailto:coolauthor2@gmail.com]
Sent: Tuesday, May 19, 2020 9:28 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark. This will bring lost revenue back into the area from the pandemic lock down and travel bans.

Sincerely, Linda Wasserman

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Tuesday, May 19, 2020 9:27:49 AM

From: Rachel Ravitz [mailto:rachel@esteam.design]
Sent: Tuesday, May 19, 2020 9:29 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Sincerely,
Rachel Ravitz

Big fan of this program. It has brought depth of learning to our family

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Tuesday, May 19, 2020 9:50:55 AM

From: Mark Christensen [mailto:MJCW500@ATT.NET]
Sent: Tuesday, May 19, 2020 9:40 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until at least 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

I say “at least” because with Daylight Savings Time in effect, there is still twilight in the sky until 11 or 11:30PM in the summer, so even with the gondola operating until 1AM there will only be two hours for the public to view the fully dark, beautiful, night skies around Jackson Hole. Of course, in case of inclement weather there is no reason to operate the gondola at all, if that can be coordinated with the observatory.

Sincerely,

Mark Christensen, St. Charles, IL

From: Tyler Valentine
To: Brendan Conboy
Subject: FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date: Tuesday, May 19, 2020 10:08:17 AM

From: Howie Singer [mailto:h_singer@ducks.ca]
Sent: Tuesday, May 19, 2020 10:02 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Sincerely,

Howie Singer

From: Tyler Valentine
To: Brendan Conboy
Subject: FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date: Tuesday, May 19, 2020 10:17:23 AM

-----Original Message-----
From: Gary Shaw [mailto:garyshaw3@gmail.com]
Sent: Tuesday, May 19, 2020 10:19 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

This will truly enhance the science exposure of our kids and provide a wonderful educational resource for the entire community. Please do support this.

Cheers and stay well.
Gary Shaw

Gary C. Shaw, RA LEED AP

From: Tyler Valentine
To: Brendan Conboy
Subject: FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date: Tuesday, May 19, 2020 10:51:34 AM

From: Karen Smith [mailto:ksmith@healthstarcom.com]
Sent: Tuesday, May 19, 2020 10:52 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Sincerely,

Karen Smith and Family

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From: Tyler Valentine
To: Brendan Conboy
Subject: FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date: Tuesday, May 19, 2020 11:11:45 AM

-----Original Message-----
From: Ted Morgan [mailto:morganted@hotmail.com]
Sent: Tuesday, May 19, 2020 11:13 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Sincerely,
Ted Morgan

Sent from my iPhone

From: Tyler Valentine
To: Brendan Conboy
Subject: FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date: Tuesday, May 19, 2020 12:40:34 PM

-----Original Message-----
From: Delilah Carden [mailto:delilahcarden@yahoo.com]
Sent: Tuesday, May 19, 2020 12:28 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark. This would be a huge benefit for the people of Jackson and for tourism. Thank you.

Sincerely,

Delilah Carden

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Tuesday, May 19, 2020 12:40:45 PM

From: Margaret Creel [mailto:margaretcreel22@gmail.com]
Sent: Tuesday, May 19, 2020 12:40 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

I do not support Snow King operating access to the summit until 1 am during the summer months!!!!! Stop giving lip service to the importance of wildlife. These types of plans ensure that there will be NO wildlife of any kind remaining on a location where there are nesting birds and active small mammals and their predators. In addition, it is a slap in the face to those who live in the Snow King neighborhoods (I do not. I live south of town.)

This is a TERRIBLE IDEA. Please record my opposition to this ludicrous plan.

Sincerely,

Margaret Creel
Jackson, WY

Margaret

From: Tyler Valentine
To: Brendan Conboy
Subject: FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date: Tuesday, May 19, 2020 1:00:40 PM

From: Curtis Wong [mailto:curtisgwong@outlook.com]
Sent: Tuesday, May 19, 2020 1:01 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear members of the Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Snow King is a fantastic attraction for people attending Jackson , Wyoming and Grand Tetons. There are so few opportunities to view the night sky in the US with telescopes of the caliber of Snow King. To that point, the best time to be at Snow King to see the beauty of the heavens is in the Summer but the sky doesn't get dark until much later so that having the gondola operate till 1am is a necessity to make the experience viable for enough people to see the objects that are best seen from Snow King.

Thank you for considering my suggestions,

Sincerely,
-Curtis Wong

Creator, WorldWide Telescope
Harvard Smithsonian Center for Astrophysics

From: Tyler Valentine
To: Brendan Conboy
Subject: FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date: Tuesday, May 19, 2020 1:31:52 PM

-----Original Message-----
From: Morgan Gurney [mailto:magurney2011@hotmail.com]
Sent: Tuesday, May 19, 2020 1:33 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Sincerely,

Morgan Gurney

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Tuesday, May 19, 2020 4:08:21 PM

From: Heather Hansen [mailto:heather.d.hansen@gmail.com]
Sent: Tuesday, May 19, 2020 2:40 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so people have access to the observatory on the summit when the sky is dark.

Sincerely,
Heather Hansen

From: Tyler Valentine
To: Brendan Conboy
Subject: FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date: Tuesday, May 19, 2020 4:08:33 PM

-----Original Message-----
From: James Warner [mailto:invocation@charter.net]
Sent: Tuesday, May 19, 2020 3:03 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Should be an awesome view,

Appreciatively, James K. Warner

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Tuesday, May 19, 2020 4:09:11 PM

From: Keith Sbiral [mailto:krs@reddotbluedot.com]
Sent: Tuesday, May 19, 2020 4:01 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Our experiences with Wyoming Stargazing were fantastic while I served as the Interim Planning Director in 2019. And we look forward to a return trip when travel allows!

Sincerely,

Keith R. Sbiral

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Tuesday, May 19, 2020 4:41:13 PM

From: Michael Adler [mailto:outlook_7416220BAEC8703B@outlook.com]
Sent: Tuesday, May 19, 2020 4:36 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

I have an observatory in Jackson Hole and I share my images widely locally and on the web. Currently 25 of my images are in the Teton County Library and I have donated 20 images to the St Johns hospital foundation which are on display in the hospital. I have donated 25 framed pictures to Wyoming Stargazing and they are been sold to benefit the mission of Wyoming Stargazing which is to bring the beauty of the extraordinary skies here in Jackson Hole. I have done this to allow people to see the beauty of the night skies.
However, the planned observatory and planetarium to be placed on the summit of Snowking will greatly expand access to the entire community and be a big draw to visitors to the area. The key to this project going forward is keeping the gondola and summit area accessible to 1AM. Without that access the observatory cannot be used and the project cannot go forward as it is not dark enough to do viewing in the summer until 10PM. Since operating a telescope requires dark skies the impact on the surrounding community will be minimal.

Sincerely, Michael Adler
Sent from Mail for Windows 10

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Wednesday, May 20, 2020 8:01:49 AM

From: Stephen R. Koch [mailto:stephen.koch@earthlink.net]
Sent: Tuesday, May 19, 2020 6:30 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Sincerely,

Stephen Koch

5500 Fish Creek Road

Wilson, WY

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Wednesday, May 20, 2020 8:02:01 AM

From: Mike Cavaroc [mailto:cavaroc@gmail.com]
Sent: Tuesday, May 19, 2020 7:18 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Thank you very much!

- Mike Cavaroc

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Wednesday, May 20, 2020 8:02:22 AM

From: Orion Bellorado [mailto:obellorado@tcsd.org]
Sent: Tuesday, May 19, 2020 9:09 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark. I have been so excited about this non traditional, non booze related educational experience that is coming. To shut the gondola down early would be a travesty!

Sincerely,
Orion Bellorado

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Wednesday, May 20, 2020 8:02:33 AM

From: Serese Kudar [mailto:seresekudar@gmail.com]
Sent: Tuesday, May 19, 2020 9:41 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Mr. Valentine and Planning Commission,

I've been following this community goal for years. Please, please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

It is a truly unique, timely, and educational benefit for local residents and visitors alike. Winters are long and one of my favorite experiences is enjoying stargazing is under our downtown night skies. How special to be atop Snow King, our community hill, on summer nights...and even more extraordinary from an observatory. Talk about inspiration for generations to come!

Serese Kudar

Sincerely,
--
Serese Kudar
307.231.2716

From: Tyler Valentine
To: Brendan Conboy
Subject: FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date: Wednesday, May 20, 2020 12:12:57 PM

-----Original Message-----
From: Michael Glover [mailto:glovermichaele@yahoo.com]
Sent: Wednesday, May 20, 2020 12:11 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Sincerely,

Mike Glover

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Wednesday, May 20, 2020 12:44:45 PM

From: Janice H. Harris [mailto:JHarris@uwyo.edu]
Sent: Wednesday, May 20, 2020 12:46 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Sincerely,
Janice Harris

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Thursday, May 21, 2020 11:31:45 AM

From: Lindsey LOVE [mailto:lindselove@gmail.com]
Sent: Thursday, May 21, 2020 11:33 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Sincerely,

Lindsey Love

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Tuesday, May 26, 2020 8:06:00 AM

From: Greg Wright [mailto:gregorylwright@gmail.com]
Sent: Saturday, May 23, 2020 3:28 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Sincerely,

Greg Wright
Teton Village, WY

From: zahan billimoria
To: Tiffany Stolte
Subject: Zip Line and Gondola
Date: Wednesday, June 03, 2020 11:44:05 AM

Hi All,
Just wanted to say that I think the zip line and gondola should be daytime activities, I understand that may include some evenings, but I have heard that you may be considering leaving it open till 1am, which would be really disruptive to the east Jackson neighborhoods, in my opinion. Thanks for reading.

I hope you are all well,
z

Zahan Billimoria
Samsara Mountain Training
208 709-0858

From:	Geneva Chong
To:	Tiffany Stolte
Cc:	Tyler Sinclair; Town Council
Subject:	Snow King CUP comments
Date:	Wednesday, June 03, 2020 12:39:52 PM

Dear Planning Commission,

Thank you for your continued review of the Snow King conditional use permits application. I have submitted significant personal comments in the past and hope that you will contact me any time with questions.

I am writing this comment as a representative of the public, appointed by the Town and County electeds, on the Parks and Recreation board. Our board held a special public meeting to write our comments for you to consider them at today's meeting.

It is imperative that private development on public and private property does not impact our town public land, including Phil Baux Park, in such a way as to de facto make it private land in support and use of private development and activities.

Thank you for your careful consideration of the Parks and Rec board comments. I or another member of the board will be present tonight if you have questions on our comments.

Thank you again for your work and consideration.

Geneva Chong
307-699-0330

From: Jim Coleman
To: Tiffany Stolte
Subject: Proposed Snow King Improvements
Date: Wednesday, June 03, 2020 2:50:35 PM

Dear Planning Commission:

My name is Jim Coleman. I have been a board member of the Jackson Hole Ski and Snowboard Club for the past eight years and an annual season pass holder at Snow King for the past 15 years. I also ski at the King on average 3-4 days a week in the winter.

I write in support of Snow King's proposed improvements to the ski area primarily through the lens of a strong supporter of the Ski Club.

The Ski Club serves approximately 400 student athletes every year. Among its three major programs, the Ski Club's Alpine program is the largest and uses Snow King as its primary training venue.

Because of the size of the Alpine program and its reliance on Snow King as its training venue, the Ski Club's future success is tied directly to the success of Snow King. Without Snow King, I doubt the Ski Club's Alpine program continues to exist. Therefore, I generally support the improvements Snow King proposes as I believe they will ensure its future economic viability.

There are two improvements I would like to address directly: increased water capacity and winter hours of operation.

This past fall, there was a cold spell lasting approximately four to five days at the end of October, beginning of November. To their credit, Snow King ran the Ski Club's snowmaking guns aggressively during that time period. Had the cold spell lasted another two days, the ski area would have likely been available for race training beginning the first week of November. Ultimately, due to weather conditions, Ski Club athletes were not able to begin skiing at the King until December 1. Having an extra four weeks of training during a competitive season that is generally five months in length would have been a great advantage for our athletes. The Ski Club would have also attracted numerous other ski teams to the venue during that period.

Had the water capacity to the ski area been greater, it is very likely that Snow King would have been able to open that first week of this past November. At optimum snowmaking temperatures, the snow guns cannot operate at full capacity because there is insufficient water flow. Increased flow from the existing 600 gallons per minute to the proposed 2,400 gallons would likely have meant the hill would have been ready for racing this past November 1. In addition, increased flow will allow Snow King to put down an adequate based for the season far more quickly (i.e. the guns – and noise – would shut down for the year at a much earlier point in the season.)

With respect to hours of operation, I seem to recall Snow King used to operate until 8pm in the winter. I will admit that absent the Ski Club's use, the hill does not seem to be used much at night. However, if the mountain is open for skiing until later in the evening, I believe the Ski Club will use

some of those hours not only for training, but also for fundraising events (such as community adult racing). Moreover, with the lighting improvements proposed by Snow King, I think we will begin to see the general public make more use of the hill in the evenings.

I thank the Planning Commission for the time its members commit to matters like this. Having served on a number of nonprofit boards, I know the time commitment involved is not easily worked into one's personal life.

--

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From:	Kristin Combs
To:	Tiffany Stolte; Town Council
Subject:	Snow King Conditional Use Permit
Date:	Wednesday, June 03, 2020 2:51:38 PM

Town Planning Commission,

I'm writing to express our severe concerns about the impacts to wildlife that both the zip line and late-night gondola rides will have on wildlife on Snow King Mountain. Snow King is home to elk calving areas, nesting birds (including birds of prey), black bears, mule deer with young, ground squirrels, and myriad other species. The noise, light pollution, and the presence of people will cause a great disturbance to wildlife that is used to living in mostly peaceful conditions after hours.

Continued encroachment on our wildlife habitat, especially important habitat near town limits, cannot be allowed if we want to preserve the integrity of our community as a wildlife-rich area. It is our duty and responsibility as stewards of one of the last places on earth to host a full suite of native wildlife species to protect what we have left and make sure wildlife is a priority in all planning decisions.

Please consider wildlife in your decision and ensure Snow King stays a place where both people can enjoy their public lands and wildlife can continue to thrive. Do not approve the addition of a zip line and gondola rides until 1:00 am.

On behalf of our thousands of supporters both in Wyoming and nationwide who visit here to witness our incredible wildlife, thank you for the opportunity to comment.

Best regards,
Kristin Combs

--

Executive Director
Wyoming Wildlife Advocates
PO Box 1772
Wilson, WY 83014
(307) 413-4116

From:	Laura Garrard
To:	Tiffany Stolte
Subject:	Snow Ling Gondula and Zip Line Hours; zip line concerns
Date:	Wednesday, June 03, 2020 1:21:01 PM

Dear Town Planning Commission:

I hope this email finds you well.

I understand that Snow King Resort is proposing keeping the gondula and potential zip line (which I'm against) open until 10 p.m. at night. Does this mean lights on in our beautiful protected dark skies as well?

We who live downtown and near Snow King have to deal with screams off the mountain on most warm days when I would rather relax in quiet on my porch (obnoxious noise of riders of the alpine slide and "Cowboy Coaster" and partakers of the Treetop Adventure ropes course) as if we're in an amusement park. Now we have helicopter noise, already by the way almost everyday. And now you're considering allowing disruption in our forest into the late night when we're sleeping with windows open in the hot months? Can't we give the wildlife a break too?

This town is quickly chasing everyone of substance from it, and it will become an outdoors theme park with temporary people and visitors who are badly educated by our own terrible example (or not educated at all, rather) as the importance of nature, silence, quiet, sleep and breaks from the paces of city life and Orlando.

The community needs to come first and the resort second. Put your foot down on these issues. In the end our town may need to take over the resort's activities on forest public land in order to preserve the character and values of our town and our peace.

Thank you for your time.

Sincerely,

Laura Garrard

From:	Brigid Mander
To:	Tiffany Stolte
Subject:	Snow King CUP discussion
Date:	Wednesday, June 03, 2020 2:58:05 PM

Hello, Planning Commissioners,

I am taking the time to quickly write in (and, thank you, for your much larger time investment in serving the community!) with a few thoughts on the ongoing discussions over permits requested by the current ownership of Snow King mountain.

As a resident, the investment in Snow King as it stands looks profitable enough, though we can't know for sure as the ownership is not a public entity. I do not believe the town is obligated to shoulder the additional burdens the ownership is asking for, nor to see to it that their returns reach the most oneiric level fathomable - and they are burdens on this town, not benefits. The only benefits are not for the public, but for the investors. These proposals do not align with local values, and add nothing to our town save further denigration of our wildlife's necessary habitat, more traffic, crowds, low-wage jobs, more housing pressure, and more momentum to a local tourism industry that appears well past the apex of the law of diminishing returns for the community and environment.

Please, recommend that hours of operation on the mountain for mechanical amusements be firmly capped, and enforced, with a reasonable closing time of 7 or 8 pm. Events on the summit - and I should be clear I strongly oppose all the buildings proposed - should not be allowed later than this. We can already hear screams from the roller coaster in town, and up Cache Creek, unwilling witnesses to these amusement rides of tourists, and well into the evening. If and when a gondola is built, strict, consistent, and enforced closing times should be part of the permit.

A zipline, in the most visible, defining open space above this town, with visual and audio impacts on the whole town and neighborhoods, and the (currently still accessible) human powered uphill recreation on National Forest lands should be an unacceptable proposal. Impacts are large, safety is questionable, and in general it doesn't fit the reasons we have any tourist traffic here. Please, I urge you to support outright denial of this imposition on nature, residents, and the identity of this place as a destination.

Snow King's owners are asking for so many things, from so many entities, there are so many cracks and loopholes in this process which involves so many more, irreplaceable things we cherish, namely, the open space and wildlife habitat that make this place unique. Overdevelopment without strict rules and oversight on the hillside rising right out of town would be a travesty, and, I believe an insult to those who worked so hard, and fought tirelessly - since the early 1900s - to protect this place and its abundant, unique window into nature from precisely this kind of short sighted, greed-fueled development. I apologize if that's dramatic, but I believe it to be true, and this part of a death by a thousand cuts to what we inherited from those who had astounding foresight and conviction.

These proposals are a bad deal for town, for residents, for visitors who come to experience the nature that was preserved here, and for our fellow creatures, whose well-being and existence we are responsible for, on every level. We need to take the risk and say no, in order that a better deal can be developed. There are better solutions to be had, please demand them for our community.

Thanks so much for reading, and again for your work and time.

Regards,
Brigid Mander

--
Brigid Mander
www.brigidmander.com

PO Box 1666
Wilson, Wyoming 83014
917.847.8734

From:	Anne and Rod Newcomb
To:	Tiffany Stolte
Subject:	Snow King
Date:	Wednesday, June 03, 2020 3:06:51 PM

Members of the Planning Commission:

I am a 60 year skier of Snow King and Worked for Neil Rafferty as a paid patroller for 2 years. I endorse the comments of the letter to you from Parks and Rec.

Rod Newcomb
Jackson

From: Noah Osnos
To: Tiffany Stolte
Subject: Gondola hours of operation
Date: Wednesday, June 03, 2020 8:05:09 AM

With regards to the proposed operating hours for the proposed gondola at Snow King, please carefully review the comments as submitted by Parks & Rec. In particular, night hours (i.e. after dark) should only be permitted for exceptional use & purpose, and not for any form of regular use. We already know that the area is particularly sensitive regarding wildlife, and that trash & noise will become problematic when nighttime activities are allowed (note the differences in actions relating to recent nationwide protests between daytime and night). Increased hours of activity will undoubtedly increase work load on the town's police officers, and potentially the court as well. The town itself will gain little (or no) economic or social benefit from allowing people to be roaming the top of Snow King mountain in the nighttime.

Regards,

Noah Osnos

From:	Joseph Smith
To:	Tiffany Stolte
Cc:	Town Council
Subject:	Snow King Expansion Proposals
Date:	Wednesday, June 03, 2020 11:04:29 AM

Dear Commissioners,

I am writing to voice my concerns regarding the ongoing Snow King expansion proposals. Thrill rides, roller coasters, and late night attractions are all good and fun when the County Fair pops up for a week in July, but allowing a permanent amusement park installment to our town hill does not strike me as congruent with community values, nor integral for the prosperity of Snow King Mountain Resort.

Visitors revere our home's quaint, historical, and naturally occurring qualities. It is what makes Jackson a true destination. My plea is that the planning commission move to protect these qualities and deny zip lining and late night operations proposals.

The "necessity" of these proposals is a perspective pushed only by the investors who stand to benefit at the rest of the community's expense.

Sincerely concerned,

Joe Smith
Resident of Jackson, WY

From:	Geneva Chong
To:	Tiffany Stolte
Cc:	Tyler Sinclair; Town Council
Subject:	Re: Question and comment regarding proposed operational hours
Date:	Wednesday, June 03, 2020 6:40:55 PM

Please note that the Parks and Rec Board comments ask the hours of operation to generally not exceed Phil Baux Park operating hours (9:00 pm in the summer) with the exception of a limited number of special events per year.

On Wed, Jun 3, 2020 at 6:38 PM Geneva Chong <geneva.chong@gmail.com> wrote:

> I did not see the extensive discussion regarding late night operations of the gondola and the proposed observatory. It seems to me this needs to be a new or revised CUP when the observatory is built. Abby Petri is saying that right now. thank you.
> Geneva Chong
> 307-699-0330

June 1, 2020
Town Planning Commission

RE: Follow-up comments re: Snow King zip line / gondola permit

Dear Chair Vandenberg and Planning Commissioners,

Thank you for your thoughtful discussion of the Conditional Use Permits for Snow King's proposed zip line, gondola, and other amusements. We would like to provide our feedback on your discussion – a rare opportunity since in many cases we only have one chance to provide public comment and can't respond to or correct inaccurate statements by applicants.

First, please take the time to consider the Parks and Recreation Board input. We were impressed by their thorough discussion and clear decisions, and we hope you will grant them full consideration. We support their recommendation to limit gondola operating hours to 6pm in winter and 9pm in summer (lining up with other activities), vs. our previous recommendation of 8pm. We still believe that loud amusements that impact the base area *should* have 8pm summer closing times.

Safety *is* an issue for zip lines
We need to push back against the applicant's assertion during your last meeting that "there have been very few accidents in the United States on the very many zip lines" and that safety measures have taken a "massive leap." There's no central repository for injury data (or for participation numbers) but we do know that injuries grew from a few hundred in the late 1990s to more than 3,000 in 2012.[1] We also know that zip line injuries can be serious, and the sport's injuries are deemed to be "at least as serious as rock climbing" and more in line with whitewater rafting than riding a rollercoaster. And we know zip lines are not treated like either of those but rather like carnival rides; regulations vary widely from state to state, with oversight limited to simple review of plans on paper. This is an unnecessary amusement ride with real safety risks. *Please recommend denial on the permit for the zip line.*

Please say no to summit bars and weddings till the middle of the night
Although the applicant frames the 25,000 sf summit complex and wedding venue as an "if," the Forest Service (FS) included them in every action alternative in the Draft Environmental Impact Statement (DEIS) – making it clear that approval is likely. Once those facilities are built, and once the Town Council sets operating hours for the gondola, there will be no way to regulate activity hours on the summit. Events will be on FS land, and not subject to special event permits from the town or county. We believe it is utterly inappropriate to have regular operations, lighting, and activity on

[1] Borrell, Brendan. (2017, Feb. 28). "Just how dangerous are zip lines?" *Outside.* https://www.outsideonline.com/2159481/just-how-dangerous-are-ziplines.

the top and front of Snow King until after midnight, and we are very surprised that the applicant wants summit activities to run as late as downtown bars. Please say no. *Please require all base area activities and the gondola to adhere to a strict 6pm winter / 9pm summer closing time, with **rare** exceptions for events (a few each year).*

Wildlife impacts are relevant

Several commissioners raised concerns about impacts to wildlife – thank you – and were told that the FS was fully vetting those impacts through their Environmental Impact Statement (EIS). Unfortunately, the FS completely failed in that impact analysis (please see our Draft EIS comment letter). Most notably, the FS ignores crucial winter range for mule deer and elk in Leeks Canyon, northern goshawk nests in the proposed expansion into Cache Creek, and lynx habitat where the applicant wants to put a yurt camp. The FS will decide what may be built outside the current operating footprint, but the restrictions you recommend for the gondola hours will determine the magnitude of those impacts. Late-night service with all the associated noise, lighting, and human wandering from the summit complex and a top-to-bottom zip line clearly increases the impacts on our wildlife. *Again, please deny the permit for the zip line and require a strict closing time for the gondola.*

Who's watching the water?

Although the applicant claims the resort doesn't plan to make "a vast amount of more snow," their plans for FS land indicate otherwise. The alternatives in the DEIS present a 150-163% increase in snowmaking (including on south-facing slopes), and they propose to open earlier in the year, when temperatures are warmer – amounting to the need for more and more water. Using initial data from Town Public Works (at the end of this letter), we've calculated that the demand in one month could be as great as 298.5M gallons of clean drinking water. We do not agree with the applicant's logic that because the "town has identified no impending water shortage" that there is no problem. We support ski racing, *and* we believe there should be an honest conversation about the impacts of snowmaking. *If the resort needs more water for snowmaking, not for a massive summit complex, then the town should negotiate an appropriate cost-share for installing larger conveyance pipes through the pump house CUP.*

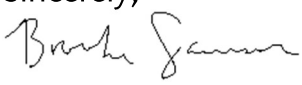
The noise issue isn't new

Noise has long been an issue for Snow King's neighbors, and despite town LDRs calling for planned resorts to have a "high degree of self-containment" (4.3.1.A), the resort has not solved the issue. We have found nothing in the application to back the applicant's claim that noise estimates address cumulative concerns. While snowmaking may be louder than a zip line, the proposed zip lines and other amusements are much closer to neighbors and town. *Please deny adding more noise sources to the existing base area impacts, and please require strict 6pm winter / 8pm summer closing times for existing base area amusements.*

The big picture
Decisions about operating hours, zip lines, and water pipes may seem small, but they are key issues that have fallen through the cracks of different jurisdictions. We have to remember that this zip line and gondola are part of a larger picture for our Town Hill, one that includes 25,000 sf summit complexes, top-to-bottom lighting and zip lines, roads crisscrossing the best ski terrain, and bulldozers taking out important habitat of northern goshawks, great gray owls, elk, bear, cougars, wolves – and local recreationists. These CUP discussions aren't just about small design adjustments, moving a structure by a few feet here, a few feet there; *these discussions are about if these uses should be allowed at all, and if so, under what conditions.*

We want Snow King to succeed
We'd like to recognize the profound impact coronavirus is having on all of our local businesses. We want to find a way to help Snow King succeed despite the uncertainty of the coming seasons and years. But let's not hastily approve bad ideas. If the only way the resort's current investors can think of to save Snow King is to cover it with zip lines...maybe it's time for someone else to try. We've seen the community's willingness to consider a public buy-out before, and we saw the community rally around Snow King to fund grooming for uphill exercise this spring. In these times, we've all realized the importance of public spaces like Snow King. And just like with the Café Genevieve block, sometimes we have to say no to a bad idea to create space for a good outcome. *Please say no to these bad ideas so that we can all come together in support of better proposals for our Town Hill.*

Sincerely,



Brooke Sausser
Community Planning Manager

Email from Town Public Works

During the DEIS comment period, Assistant Public Works Director Johnny Ziem provided the below information:

Johnny Ziem <jziem@jacksonwy.gov> Mar 12, 2020, 8:41 AM

to me

Brooke,

There are two 6 inch meters that are used to make snow at Snow King. See gallons below with the respective months.

6" Meter #1		Gallons
	18-Nov	5,100,000
	18-Dec	4,100,000
	18-Jan	100,000
	19-Oct	100,000
	19-Nov	3,100,000
	19-Dec	7,200,000
6" Meter #2		
	18-Nov	5,200,000
	18-Dec	0
	18-Jan	113,400,000
	18-Feb	700,000
	19-Nov	6,600,000
	19-Dec	10,900,000
	20-Jan	3,700,000
	20-Feb	0

From:	Diane Abendroth
To:	Town Council
Subject:	Snow King permit comments
Date:	Thursday, July 02, 2020 6:35:19 AM

Hello, I have written to the town council before urging you to say no to the zip line proposal at Snow King. I am against this proposal. Today i am sharing my thoughts about the risks associated with the restaurant at the summit.

I am okay with the idea of a restaurant at the summit. But not a bar that stays open late. It is one thing to have drunk people wandering the streets downtown, but if people can party on Snow King after ski patrol is done for the day, I predict intoxicated bar customers will attempt to ski, bike, or hike down the mountain in the dark. Some of these people will not make it to the parking lot without injury, hypothermia, or wandering off into the trees for hours. (They will certainly yell and hoot at the top of their lungs but that is another topic). I recall paying $75 to Snow King in order to ski up and down the slope when the lifts were closed with the justification that there were safety concerns!

I urge the Town Council to consider the impact of a late night bar on Jackson's emergency services before approving this type of development. Has the applicant looked at other remote mountain commercial party spots and assessed the safety impacts and mitigations?

Thanks, Diane Abendroth

Get Outlook for iOS

From: Jean Ferguson
To: Town Council
Subject: Snow King
Date: Wednesday, July 01, 2020 3:26:32 PM

We would like the town council to think very carefully about the zip line to be part of the considerations next week. We are very much against it and further adding to making Snow King an amusement park. You need to quit helping a private company make a living because there is no end to their desires and their "need" for expansion.
It is blackmail against our town character that can never be undone after we see the garish results. And those results will affect us all and our animals not just the neighborhood.
No zip line is wanted or needed by local Jacksonites.
Thank you for considering our views.
Jean and Dick Ferguson.

From: Randy Frazier
To: Town Council
Subject: Comment regrading upcoming CUP for Snow King Zip Lines
Date: Wednesday, July 01, 2020 11:22:19 AM

I am opposed to these ziplines in all forms, and during any operational hours.

As a business person I understand the desire to develop and to add services, but in this case the proposed service will cause very serious degradation to the quality of life for a large portion of town residents that live near the hill. This one is a step too far.

Why do we have a noise ordinance in Jackson, only to let a business generate a continuous disturbance of our peace. It's just wrong that they get to do that already, and this zipline will make it much worse.

Already the noise levels generated at my home from the Mountain Coaster are obnoxious. I listen to screaming people all day long in the summer, often until after I go to bed.

The zipline noise will be much greater than the Mountain Coaster. This is totally unacceptable.

Decline the zipline permit request.

In the coming elections, I will vote against any council member that votes for these ziplines in any form, at any hours.

Randy Frazier
635 Cache Creek Drive
Jackson, WY 83001

From: jhoff@wyoming.com
To: Town Council
Subject: Final Approval of Snow King Resort District Gondola, Cougar relocation, and improvements
Date: Wednesday, July 01, 2020 11:48:34 AM

Dear Jackson Town Council,

I am writing to urge to you vote in favor of approving construction of a gondola, relocation of the Cougar lift, and other resort improvements to be discussed at your regular meeting on July 6th. I regret that I will be unable to attend to comment in person. I am a 25 year resident of the valley, and a property owner for 22 years half a block from the west side of Snow King and the future gondola location. I am also a parent of a Ski Club Athlete. The future of the Ski Club and their training venue is irretrievably entwined with this project. I sympathize and have compassion for the parties who oppose this project on the side of 'no change'. I love it too for the quirky, local vibe, but I believe that it is the people who utilize the 'King' on a daily basis who will maintain that vibe despite change and improvements.

I support proposed Snow King improvement project for being well thought out and well planned. I believe that the many improvements proposed to Snow King (the major items listed previously) which in turn will provide many advantages to the Town and community outweigh the few downsides of the project (disturbance, change, road cuts). Please vote in favor of viability and progress for the 'King' by voting approval for this project. Thanks.

JoAnn

JoAnn Hoff
140 Aspen Drive
Jackson, WY 83001
307.690.5460

From: John Tozzi
To: Town Council
Subject: Support for Snow King
Date: Wednesday, July 01, 2020 3:08:03 PM

Dear Commissioners,

I'm writing to voice my full support of the Snow King Resort District master plan, and the improvements sought, that will vastly improve the quality of Snow King Resort for the Town and all of it's user groups. I am a resident of the valley for over 20 years and along with my wife and three children we use and love Snow King. As a family, we are also supporters/members of the Jackson Hole Ski and Snowboard Club, and for me personally as a member of the Board of Directors for the Club I know first hand how important it is to have a sustainable and vibrant Snow King.

Please vote to move forward with the requested plan at the upcoming Council meeting.

Thank you for your compassionate, realistic and ongoing support of our town, valley and its residents.

Sincerely,
Johnny Tozzi

From: Ann Loetscher
To: Town Council
Subject: Snow King Expansion
Date: Wednesday, July 01, 2020 9:52:41 PM

Hello,

I am writing in regards to the Snow King expansion meeting on Monday, July 6th. I am all for improving Snow King etc, but I do feel a gondola is a little over the top. I am sure this has been considered, but I am all for a High Speed Quad with covers on them. I know they are trying to put a restaurant on top, but really a Quad with covers is not any more cold than a gondola. Why not go this route?

Thanks for your time.

Sincerely,

Ann

From:	Andy Parazette
To:	Town Council
Subject:	Andy Parazette in support of Snow King Master plan
Date:	Wednesday, July 01, 2020 1:40:16 PM

Our family has been involved with the Jackson hole community for the past 20 years. We have had three children go through the Jackson Hole Ski Club! They have been a part of Snow King and Snow King has been a big part of their life.

It is important to us as well as our community to make improvements to Snow King. Please approve the master plan.
It is important to us as well as our community to make improvements to Snow King. Please approve the master plan.

Best Andy Parazette

From: astephenson
To: Town Council
Subject: The JHSC and Snow King
Date: Wednesday, July 01, 2020 3:28:28 PM

To Arne
The town of Jackson has long, long standing with the Jackson Hole Ski Club. Please review the legal background and history of the relationship and preserve the history. The Ski Club was key to the successful development of Jackson and Jackson Hole. And equally important, it is a hallmark of the spirit of community. Bob Shervin, Jim Sullivan, the Chamber and Budge and Karns families, MIke Wardell: these folks can vouch for the value of Snow King and it's skiing importance.
Thank you for your perseverance.

Sincerely,
Ann Stephenson

Sent from my iPad

From: Meaghan Tozzi
To: Town Council
Subject: Snow King Resort District master plan
Date: Wednesday, July 01, 2020 1:45:19 PM

Dear Commissioners,

I'm writing to give my full support of the Snow King Resort District master plan and the improvements sought that will vastly improve the quality of Snow King Resort for the Town and all of it's users valley wide and far beyond. I am a resident of the valley for over 20 years and have three children that use and love Snow King and all it's amenities, and we give full support of the partnership with the Town Hill and the JHSC partnership together in support of our communities necessities.

Thank you for your compassionate, realistic and ongoing support of our town, valley and its residents.

Sincerely,
Meaghan Tozzi

From: Rick Walters
To: Town Council
Subject: Support for JHSC future
Date: Wednesday, July 01, 2020 3:49:18 PM

I wanted to go on record in support for the JHSC continued operation at Snow King. The club goes back generations, and has contributed to the special character of Jackson Hole across those generations.
Please accommodate the logistical needs of the club as Snow King is developed.

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: JULY 2, 2020

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

MEETING DATE: JULY 6, 2020

DEPARTMENT DIRECTOR: TYLER SINCLAIR

PRESENTER: TYLER SINCLAIR

SUBJECT: TOWN OF JACKSON AND SNOW KING MOUNTAIN GONDOLA LEASE AGREEMENT

APPLICANT/OWNER: MR. RYAN STANLEY / SNOW KING MOUNTAIN RESORT

REQUESTED ACTION

For Town Council to consider entering into a Lease Agreement with Snow King Mountain to locate a proposed Snow King Mountain privately owned and operated gondola and other associated improvements on Town owned property best described as a portion of Phil Baux Park and the Town Mountain Tract.

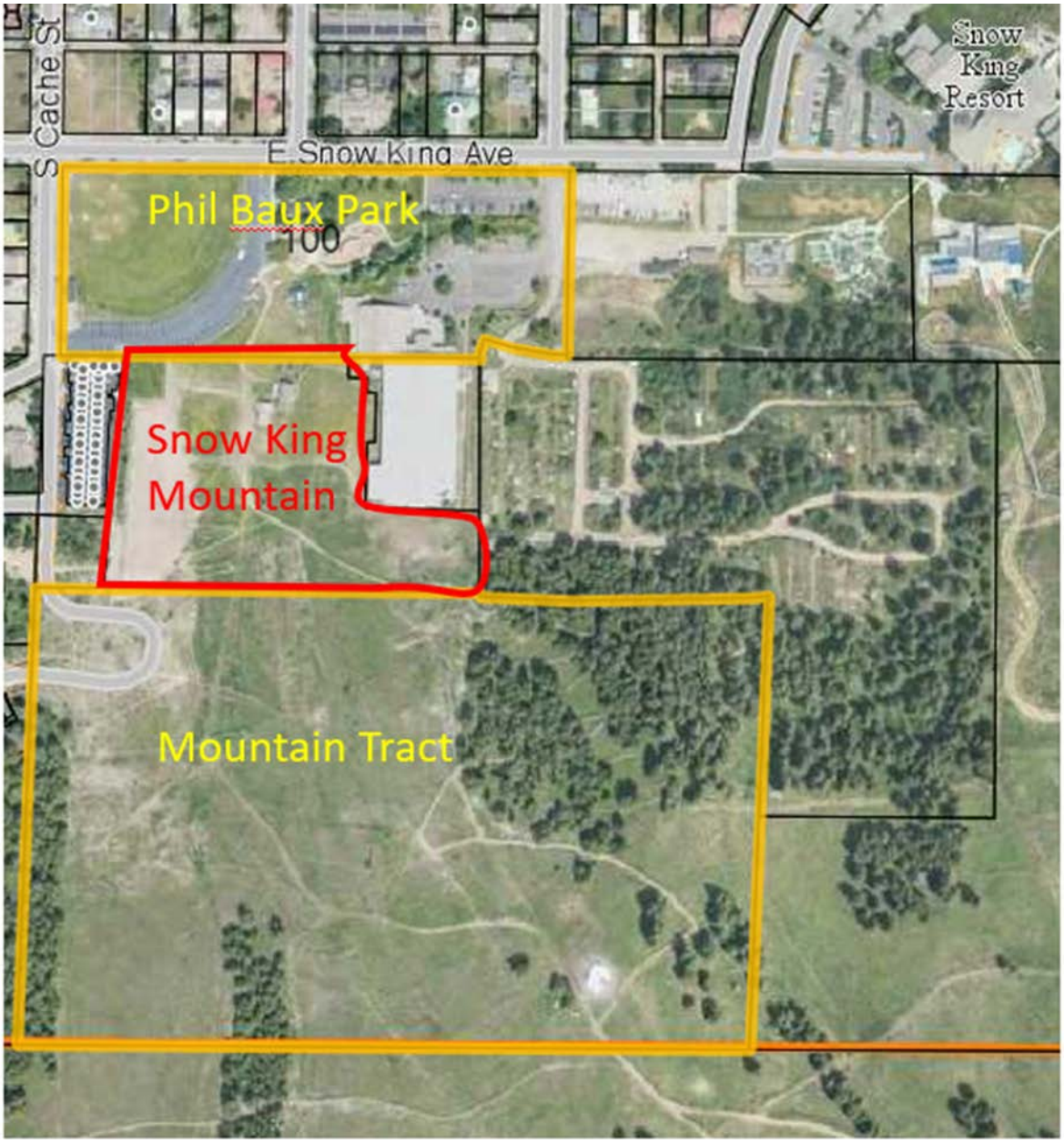
BACKGROUND

The Town and Snow King Mountain have been in a lease agreement for private improvements (Cougar Lift, pump station, towers, etc.) on Town property for some time. The current lease terms were renegotiated once during the lease term to address financial challenges facing the applicant at that time. The proposed lease would replace all current leases.

Staff provided an overview of the lease and associated Conditional Use Permit requests at the June 15, 2020 Town Council Workshop.

PROJECT DESCRIPTION

The proposed lease agreement includes the placement of a Gondola base facility and associated improvements including but not limited to towers, a ticket booth and a staging plaza on town property commonly referred to as Phil Baux Park. In addition, the lease includes the use of the Town owned Mountain Tract Parcel for the location of ski facilities and improvements associated with the replacement of the Cougar Lift and Gondola. A separate Facility and Use agreement is also being drafted to cover activities/uses such as tubing that also occur in Phil Baux Park but do not include any permanent improvements. A map illustrating the Town parcels subject to the lease is included below:



STAFF ANALYSIS

Staff is working with the applicant on a draft lease agreement for consideration by Council. Below staff has provided an overview of the key areas of the lease for Council's consideration and initial comment.

- **Article 1. DEFINITIONS**
  - This section includes specific definitions for all terms utilized throughout the lease including but not limited to allowed lease improvements, permitting and other items.

- **Article 2. APPLICABILITY OF PROVISIONS**
  - This section describes that if not stated otherwise, the provisions of this Lease apply as of the Execution Date and continue through Termination.

- **Article 3. LEASE OF THE PREMISIS; EASEMENTS; TERM; RENT.**
  - This section describes the specific area to be leased on the two Town parcels including specific exhibits outlining the extent to which the Town property can be utilized.

- Lease Term. This section will include the term of the lease and options to extend. Due to the significant investment being made the applicant is interested in a long lease period.
- This section describes what occurs when the lease expires, regarding the Removal and Restoration of improvements.
- Rent. This section as initially proposed will set a monthly base rent. Staff is seeking Council feedback on the proposal to utilize base rent and possibly a supplemental rent. A supplemental rent could be a % of ticket sales from the Gondola.

- **Article 4. CONSTRUCTION.**
  - This section includes a requirement that the tenant provide financial assurance prior to the execution of this Lease, that Tenant holds sufficient private funding and has secured sufficient third-party financing funds to complete construction.
  - This section provides requirements for when construction shall commence, when it shall be complete by and what happens for failure to complete the project. This section has been largely addressed in the Master Plan but is proposed to be carried over here as well.

- **Article 5. OPERATION.**
  - This section describes the operational limitations placed on the tenant by the lease consistent with the approved Master Plan and proposed Conditional Use Permits. Staff has provided the areas to be addressed here for Council to see how the Master Plan, CUPs and Lease will work together to incorporate the various restrictions and requirements related to the various obligations:
    a. Use, Operation, Repair and Replacement.
    b. Limits on Use of Leased Premises.
    c. Continuous Ski Infrastructure Operation.
    d. Storage.
    e. Commercial Sales on Landlord Property.
    f. Damages.
    g. On- and Off-Site Impacts From Use of Premises.
    h. Utilities at Tenant's Cost.

- **Article 6. INDEMNITY**
- **Article 7. INSURANCE**
- **Article 8. DEBT SECURITY; TRANSFER; ASSIGNMENT.**
- **Article 9. BOND; REMOVAL; RESTORATION.**
- **Article 10. ASSURANCES OF LANDLORD**
- **Article 11. TERMINATION; EVENT OF DEFAULTS; REMEDIES**
- **Article 12. MISCELLANEOUS**
- **Article 13. FORCE MAJEURE**

Key Issue

Specifically, at this time staff asks that Council provide discussion and input on Article 3, regarding the Rent Amount. Since the June 15, Town Council workshop staff and the applicant have revised the Rent Amount section to include a Monthly Base Rent ($3,000.00) that will increase annually based upon CPI and a requirement that the applicant pay for the completion of Phil Baux Park, Phase 1 improvements with no requirement for Supplemental Rent. The phase 1 improvements that would be paid for by and/or completed by the applicant would generally include re-grading, removal of ballfield and associated improvements, sodding, irrigation, curb and gutter, sidewalks, etc. as generally shown below. Staff has also included below the overall Phil Baux Park Re-development Master Plan for Council reference.



Phase 1 – Landscaping of Phil Baux Park


E Snow King Ave
S Cache St
SNOW KING ICE CENTER
PARKS & RECREATION
PHIL BAUX PARK
Re-development Masterplan

In thinking about and discussing this item staff offers the following areas for consideration:

- What is the correct balance (Rent Amount) between limiting the public use of the park by allowing private improvements with the public benefit of those private improvements to the Town?
- What is the preferred approach and balance between the use of Base Rent a fixed amount versus the use of Supplemental Rent a percent of Gross Revenue? How should the Rent Amount be determined?
- Is Council supportive of requiring the applicant to pay for and/or to construct phase 1 of Phil Baux Park improvements as described instead of providing credit for improvements made to the public park and/or the provision of public commonly used infrastructure provided by the tenant against the lease requirements?
- Should the cost to the Town to upkeep the park as a result of the increased usage be covered by the lease including but not limited to restroom cleaning, turf maintenance and repair, trash removal, etc.?

PUBLIC COMMENT

Staff has compiled all public comment letters to date on this item and the associated Conditional Use Permits and attached them to this report. There has been extensive public comment related to the future of Snow King over the past many years.

LEGAL REVIEW

Ongoing as required.

ATTACHMENTS

None

RECOMMENDATIONS / CONDITIONS OF APPROVAL

None

SUGGESTED MOTIONS

I move to **continue** the items to the next scheduled Town Council meeting on July 20, 2020.

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: JULY 2, 2020
MEETING DATE: JULY 6, 2020

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: PAUL ANTHONY
PRESENTER: TYLER VALENTINE

SUBJECT: **ITEMS P20-009 & P20-010:** DEVELOPMENT PLAN & HILLSIDE CONDITIONAL USE PERMIT (CUP) FOR A FUTURE 5-LOT SUBDIVSION AT 984 BUDGE DRIVE.

APPLICANT: JORGENSEN ASSOCIATES – BRENDAN SCHULTE

OWNER: BLUFFS DEVELOPMENT GROUP, LLC

REQUESTED ACTION

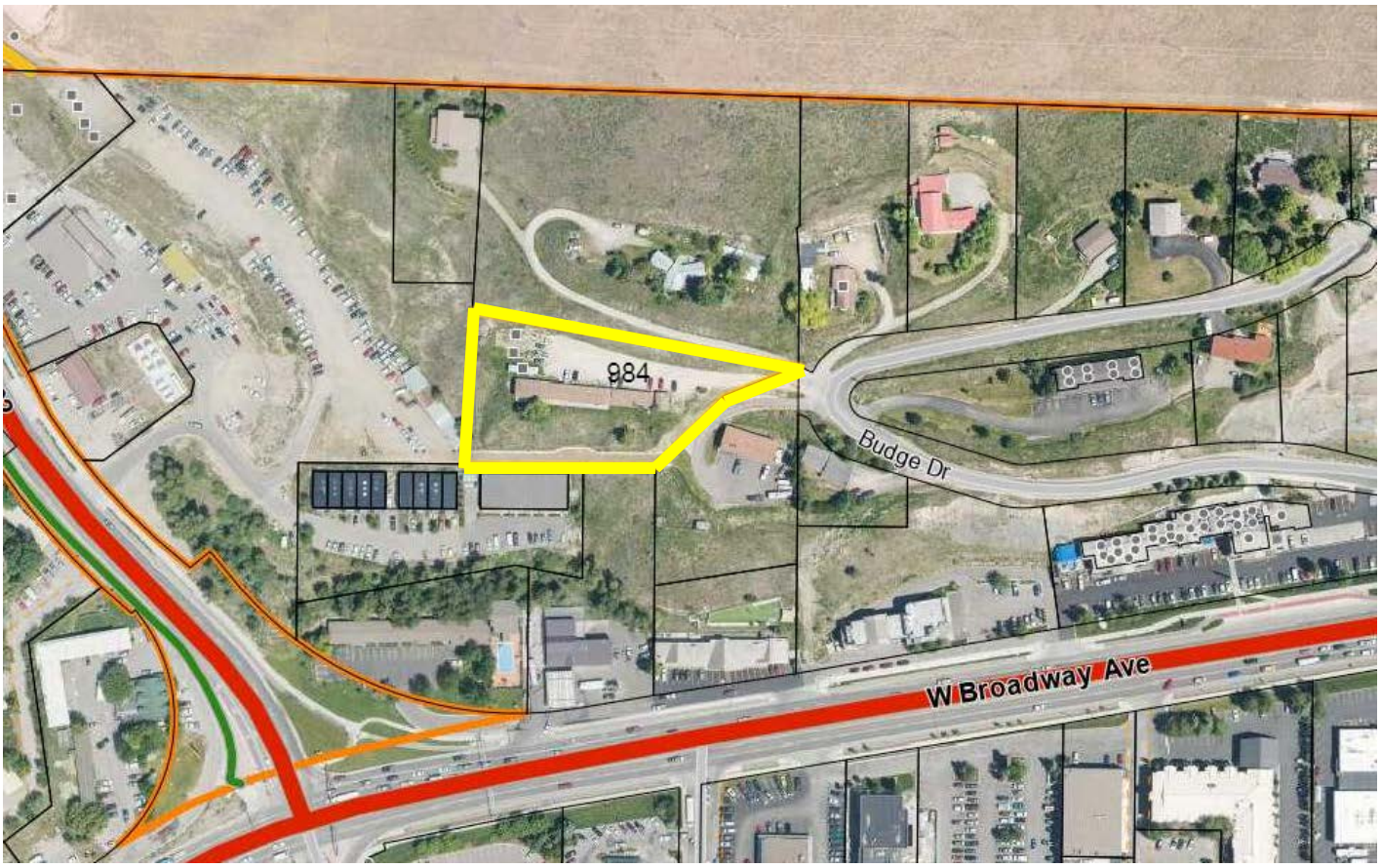
The applicant is requesting approval of a Development Plan and Hillside Conditional Use Permit (CUP) for a future 5-lot subdivision of a 1.47 acre lot at 984 Budge Drive located in the Neighborhood Low Density – 5 (NL-5) zoning district. These applications are required prior to submitting a subdivision plat.

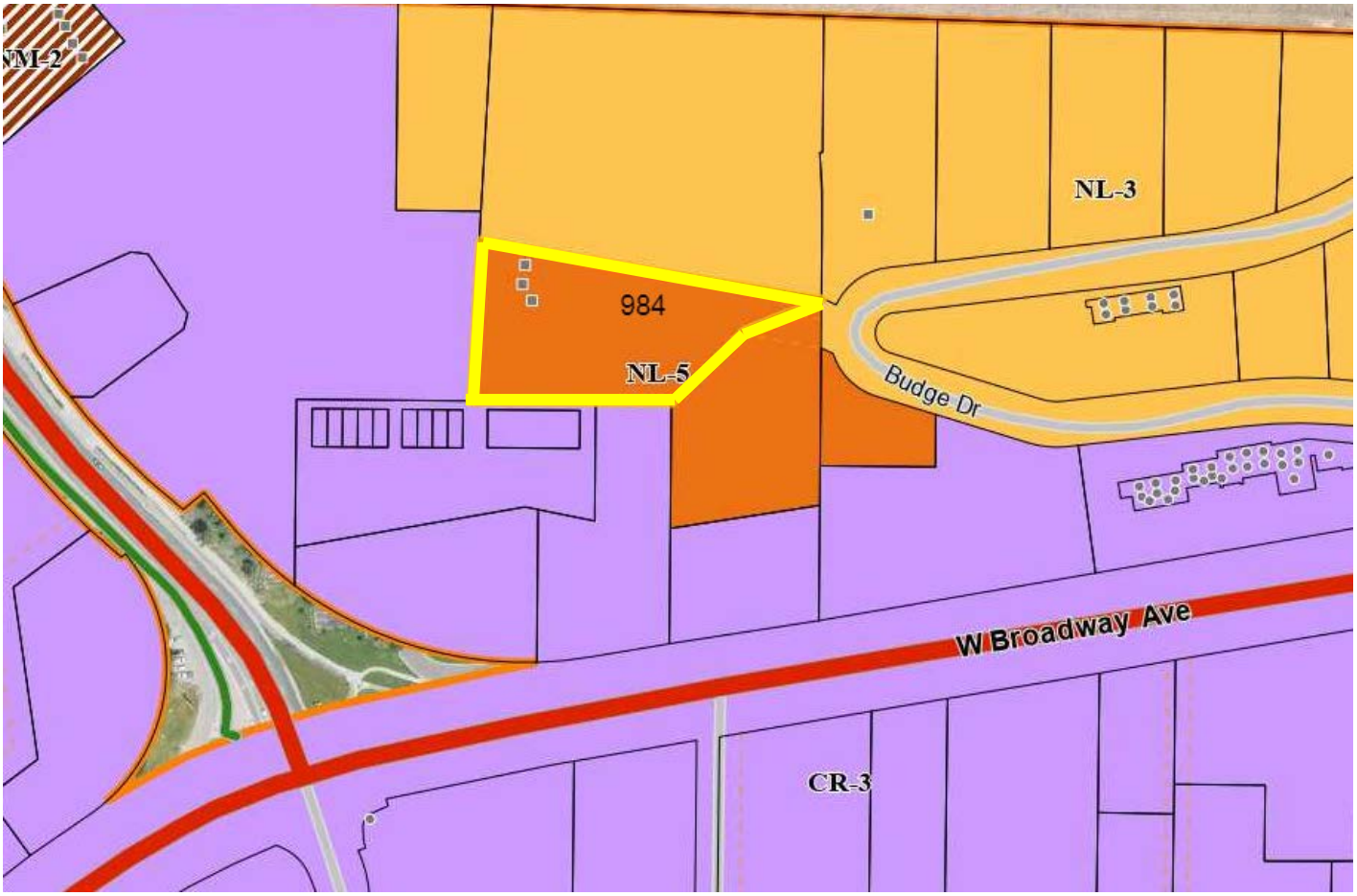
APPLICABLE REGULATIONS

Section 8.3.1 Development Plan
Section 8.4.2 Conditional Use Permit
Section 5.4.1 Steep Slopes

LOCATION

The property is located at 984 Budge Drive, legally described as Lot 1 of the Crystal Valley Addition to the Town of Jackson. An aerial photo and zoning map are shown below:


984
Budge Dr
W Broadway Ave


NM-2
NL-3
984
NL-5
Budge Dr
W Broadway Ave
CR-3

BACKGROUND

The subject property is an irregularly shaped 1.47 acre (64,033 sf) lot within the NL-5 zoning district. The surrounding zoning to the north is Neighborhood Low Density – 3 (NL-3), to the east is NL-5 and to the west and south is Commercial Residential – 3 (CR-3). Vehicular access to the site is taken off Budge Drive via a recorded access easement over the adjacent lot to the east addressed as 982 Budge Drive. Historically the site consisted of 15 units within 5 structures: 3 mobile homes, one larger apartment building of 11 substandard units, and a small cabin. However, 2 of the mobile homes have recently been removed.

PROJECT DESCRIPTION

This Development Plan and Hillside CUP is being submitted for review prior to a Subdivision Plat request to subdivide the existing 1.47 acre property into 5 lots. No physical development is proposed at this time but all future development will be subject to the NL-5 zoning that allows up to three units per lot. Lot sizes will range from 10,827 sf to 15,800 sf which exceed the 7,500 sf minimum lot size for the NL-5 zoning district. Vehicular access will remain in the existing location and run along the northern portion of the property. The applicant is proposing a 30-foot wide access easement which includes a 20-foot wide private road, utilities, and snow storage. The western-most lots (Lots 4 & 5) will share 6 parking spaces located in the road easement on Lot 4 that will serve future development of these lots. No sidewalks are proposed at this time. When developed each new lot would allow between 3,200 - 4,700 sf of above ground habitable and a maximum of 3 dwelling units per lot. The applicant has stated, however, that they do not anticipate developing at maximum density and instead plan to build a maximum of 6 units total for the entire 5-lot subdivision. Per the requirements of a Hillside CUP (Section 5.4.1 and 8.4.2), the applicant has provided the required findings for a CUP and has provided a preliminary & final slope stability analysis, geotechnical report, visual analysis, wildlife statement, and preliminary utility plan.

The applicant is also requesting that the 1-year expiration date for the CUP be extended to 18 months in order to line-up with the 18-month expiration date for Development Plan.

STAFF ANALYSIS

Development Plan

Staff has reviewed the proposed development for compliance with the dimensional limitations of the NL-5 zone. The dimensional limitations for each lot are listed below:

	Allowed / Required	**Proposed**	**Complies?**
Minimum Lot Size	7,500 sf	10,800 sf – 15,800 sf	Yes
Maximum FAR	1 unit - 0.30 2 units - 0.35 3 units - 0.40	None at this time	Yes
Minimum LSR	1 unit - 0.45 2 units - 0.35 3 units - 0.30	None at this time	Yes
Secondary Street Setback (measured from road)	10 feet	10 feet	Yes
Rear Setback (south)	10 feet	25 feet	Yes
Side Setback (east)	10 feet	10 feet	Yes
Side Setback (west)	10 feet	10 feet	Yes
Stories	2	None at this time	Yes

Building Height	26 – 30 feet	None at this time*	Yes
Density	Max of 3 units max per lot	None at this time	Yes
Vehicular Access	Private Road – 30 foot easement w/ 20 foot wide road	Private Road – 30 foot easement w/ 20 foot wide road	Yes
Fire Turnaround	Required unless each building is fire sprinklered	Fire sprinkler all buildings	Yes
Building Envelop	n/a	3,500 sf – 4,500 sf	Yes

***Any future house that skylines will be limited to 20 feet in height per Section 5.3.2.H.**

After reviewing the request, staff was able to make the required findings for a Development Plan and find the request to be consistent with the desired future character for this area as described in the Comprehensive Plan. The NL-5 zone allows for land division and all proposed lots comply with the 7,500 sf minimum lot size. In addition, the location of access and building envelopes are laid out so that the majority of future site disturbance stays within already disturbed areas. Furthermore, the proposed lots are all generally smaller than the lots in the immediate vicinity which will limit the size, bulk and scale of future buildings.

Density & Building Envelopes

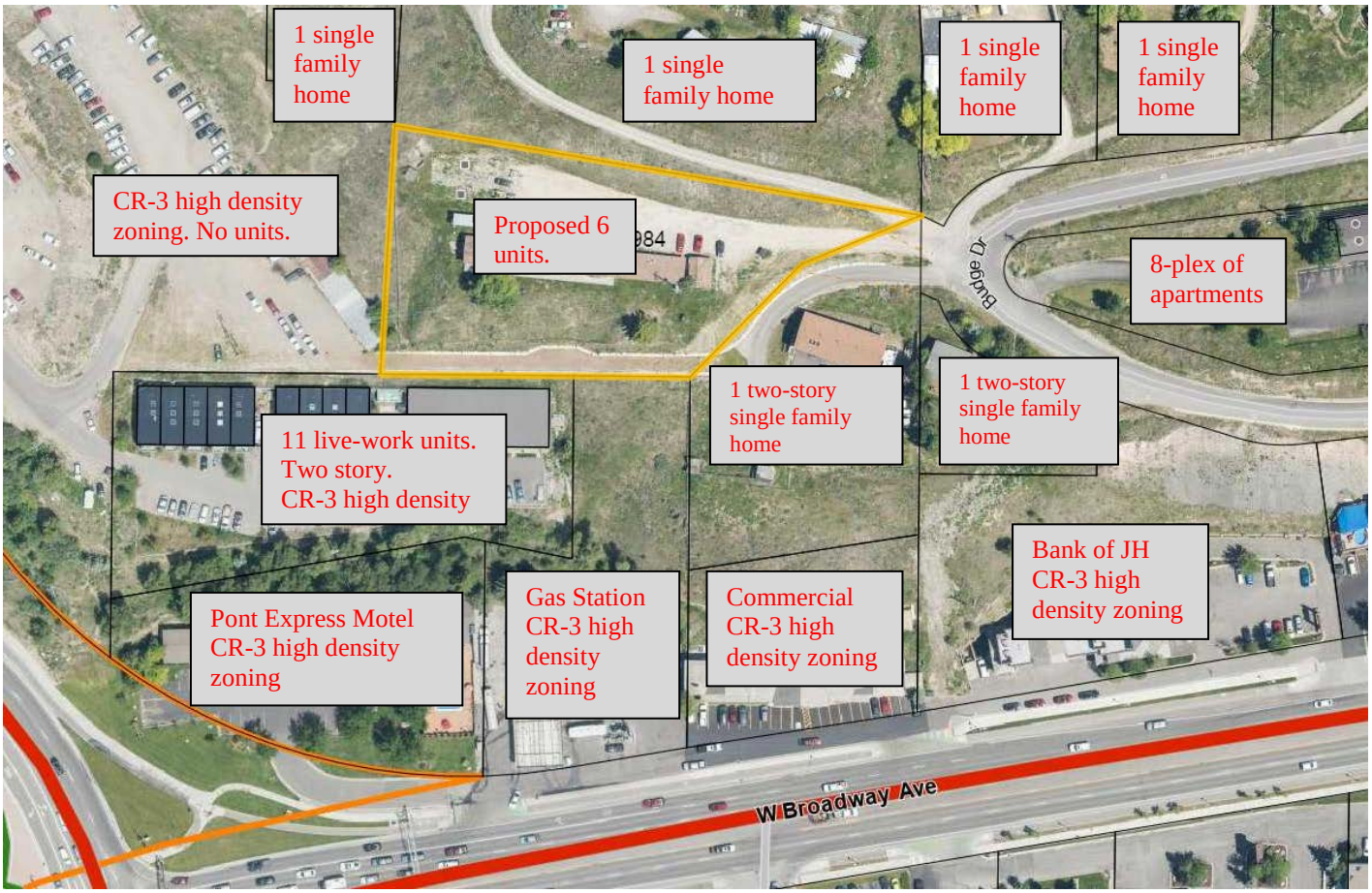
Regarding density, the applicant stated that they intend to build a total of 6 units for the entire 5-lot subdivision even though the NL-5 zoning allows a maximum of 3 units per lot. Even if the applicant sought 3 units per lot, the resulting density would still not exceed the existing density of 15 units. Staff would like to point out that maximum densities are not guaranteed and are typically driven by parking requirements. In this particular case of creating 5 new lots, it is unlikely that 3 units per lot could be parked without significantly reducing the allowed habitable square footage. In addition, the applicant is aware that the existing areas of the site that have slopes over 25% cannot be developed unless a variance is granted or if these slopes are determined to be man-made. As a result of the slopes over 25%, the actual buildable area on each lot is much smaller than the building envelope range shown above at 3,500 – 4,500 sf. In reality, the buildable envelops range from 2,475 – 3,147 sf. These limitations on development ultimately reduce space for maximizing the density on each lot, but do not impact each lot's ability to be reasonably developed.

Private Road Standards

Regarding road standards, this subdivision is similar to the recently approved 115 Nelson Drive 7-lot subdivision that also includes a 20-foot wide private road allowing enough space for two-way traffic but not for street parking. Currently the Town does not have guest parking requirements and on-street parking on Budge Drive is non-existent. However the proposal shows 6 parking spaces within the road easement on Lot 4, some of which could potentially serve as guest parking depending on whether on-site parking is provided on these two lots. Staff encourages the applicant to consider the use of some of these 6 parking spaces as guest parking and provide ample parking on each lot as they individually develop. Also similar to the 115 Nelson Drive subdivision, no sidewalks are proposed or required. Snow plowing and ownership of utilities (i.e. water, sewer, etc.) will be the responsibility of the private homeowners. The proposed private road does not have a cul-de-sac or turnaround for the Fire Department. The reason for this is the owner plans to provide fire sprinklers in all habitable structures and the Fire Department supports this proposal as noted in the department reviews. To ensure that all habitable structures are sprinklered, staff has added a condition of approval that the applicant provide a note on the plat requiring that all habitable structures be fire sprinklered as long as the private road remains without a compliant fire turnaround.

Density Comparison

Finally, staff provided the following comparison of the proposed subdivision to existing development and the surrounding development/zoning:



Park & School Exactions
The applicant has submitted preliminary worksheets for Park and School Exaction fees. However Park and School Exactions fees are not paid until the time of plat recordation in association with a Subdivision Plat. Housing mitigation fees will be paid at time of construction and will be based on development of individual lots.

2 Year Expiration Date
With regard to the request to extend the 1-year expiration date of the CUP to 18 months to line up with the Development Plan, staff has no concerns. A condition of approval has been added related to CUP and Development Plan deadlines.

Hillside Conditional Use Permit (CUP)

Hillside CUP: Under Sec. 5.4.1.D Standards for Hillside Areas, any lot of record with an average cross-slope of 10% or more requires a Hillside CUP to allow any terrain disturbance, even if the proposed development would not disturb any slope of greater than 10%. The applicant's site requires a Hillside CUP for development. It is important to note that this CUP is a use permit and does not review or approve physical development. This CUP seeks to mitigate visual impacts, minimize impacts to slope stability, and minimize impacts to wildlife and natural resources.

The following standards and criteria are required to be met for approval of Hillside CUP:

1. *The amount of terrain disturbance related to the otherwise allowable or conditioned uses for the property and the proposed mitigation efforts;*

The majority of future terrain disturbance will be within already disturbed areas which are relatively flat. As shown on the proposed site plan, the location of the road will be in the same location as the existing road and future buildings will generally be located where existing buildings are located. Staff finds that the amount of proposed land disturbance is minimal and slope stability risk levels are low provided that the recommendations in the slope stability analysis and site specific geotechnical report are considered regarding excavation, foundations, proper construction, etc. The conclusion of the slope stability analysis states that the factors of safety with regard to slope stability exceed those generally accepted as indicating stable conditions. The geotechnical report and slope stability analysis were sent out for 3rd party review, which is not an LDR requirement, and the review resulted in several recommendations. Jorgensen has since responded to those recommendations and staff finds that they have not only satisfied the minimum requirements for the LDRs, but have in fact provided far more details pertaining to the site's soils and stability than is typically required at this stage. Please see the Geotechnical Study section below for more details on the third party review.

2. *Retention or replacement of native, existing vegetation consistent with any proposed lawful use of the property;*

   Because the future road and buildings will mostly be located with already disturbed areas, there will be minimal disturbance to native vegetation. Given these conditions, the amount of vegetation proposed to be impacted will be consistent with any proposed lawful use of the property as conditioned by staff.

3. *Mitigation measures for mitigating impacts on wildlife or crucial winter range; and*

   The applicant has provided a wildlife use and habitat inventory report from Alder Environmental that analyses the potential impacts to wildlife from the proposed project. General wildlife use of the site is considered moderate, whereas mule deer specifically use the site extensively during the winter months as crucial winter range and as a movement corridor on the East Gros Ventre Butte. The existing vegetation (mesic shrub – sparse sagebrush) within the undisturbed areas has a low to moderate quality for wildlife habitat. Although this site is frequently used by mule deer doing winter months, the report concludes that minimizing impacts to wildlife can be achieved by following a series of recommendations related to limits on future site disturbance, avoiding tall fencing and retaining walls over 4 feet, and spacing buildings at least 15 feet apart. In addition, the report states that because individual lots will be created, future development will be broken up which will be an improvement for mule deer movement through the site compared to existing conditions. As conditioned, staff finds that the project is consistent with this Hillside CUP standard. A condition of approval requiring compliance with the 4 recommendations in the Alder report has been added.

4. *Mitigation measures for avoiding or minimizing visual impacts, subsurface, and any other natural hazards associated with hillside development.*

   Visual analysis: The applicant has provided a visual analysis of a future development scenario. The proposed buildings will generally be located in the same location as the existing development. In most hillside developments, it is recommended that buildings be pushed up against, or even into the hillside to reduce visual impacts and stabilize the slopes. With this proposal, the building envelopes are not shifted north up against the hillside because the applicant desires to keep the road in its current location to maximize building envelope size and to maintain the current straight driveway into the site versus a curved roadway along the south. Based on the location of the building envelopes, the visual analysis demonstrated that future development on several lots will skyline for a short segment along Highway 89 and Highway 22. As stated in more detail below under CUP Finding #3, each lot will be required to provide a skyline analysis and comply with the standards in Section 5.3.2.H at the time of

building permit submittal. Skyline Standards have a 20-foot height limit for structures that skyline. A condition of approval has been added stating that future development must comply with Section 5.3.2.H. These standards are not intended to prohibit subdivision or development, but rather mitigate developments that penetrate the skyline through height restrictions, design, vegetative screening, exterior materials/colors, etc.

Geotechnical study: The applicant has also provided a preliminary and final slope stability analysis of the proposed site along with a site-specific geotechnical report. The study's conclusion is that the slopes are generally stable and that there are no apparent 'red flags' or obviously high risks to developing the site. The report also provides recommendations for excavation, cut/fill, foundations, etc., and staff has added a condition of approval requiring that all concerns be addressed and all recommendations be considered at the time of building permit and construction.

The Town Engineer has reviewed the applicant's slope stability analysis and geotechnical report and concurs with the general recommendations within the report. However, as stated above, the Town Engineer sent the slope stability analysis to a 3rd party review because the site is located approximately 700-800 linear feet west of the West Broadway Landslide. The report was sent to Taylor Geotechnical and Simon Associates who are the consultants currently contracted with the Town to help draft the future hillside development standards. The initial 3rd party review (attached) provided several recommendations which were sent to Jorgensen Associates for consideration. Jorgensen provided a written response to all recommendations. Both 3rd party reviewer and Jorgensen came to a positive conclusion on nearly all recommendations, however there was a disagreement on what industry standard should be applied when preparing a seismic analysis. Even though the Town has not adopted uniform standards for how to address seismic hazards, staff and the Town Engineer find that the analysis and reports provided by Jorgensen satisfy the requirements of the currently adopted LDRs. Currently the Town requires that a 'reconnaissance level soil and subsurface investigation' be provided for a Hillside CUP which the applicant has far exceeded in terms of their reports and level of detail. In addition, the standard at which Jorgensen prepared their reports exceeds standards that have been applied to similar projects in the Town, including Westview Townhomes.

As conditioned, staff finds that the project is consistent with this Hillside CUP standards for visual and geotechnical impacts for Development Plan.

Planning Commission

Both items received unanimous support from the Planning Commission at their regularly scheduled meeting on April 15, 2020.

PUBLIC COMMENT

Staff has received public comment from Tim Bohan who lives at 990 Budge Drive. Mr. Bohan expressed concerns over the increased traffic that may result from the subdivision. Staff also received written comments from Elizabeth Kingwill, who lives at 988 Budge Drive, who expressed concerns over access and an existing easement.

STAFF FINDINGS

Item A: Development Plan. Development Plan proposals may be approved only if all of the following findings are made:

1. *The proposed project is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.*

   Complies. The proposed application is located in Character District #4 Midtown, specifically Sub-area 4.2 Northern Hillside of the 2012 Comprehensive Plan. In order to review the application for conformance with the Comprehensive Plan, staff has reviewed the Policy Objectives for District 4 as follows:

   Common Value 1: Ecosystem Stewardship

   Policy 1.1.c: Design for wildlife permeability

   Complies. As conditioned, staff finds that the proposed project will allow a development that will be designed for wildlife permeability based on the habitat review conducted by Alder Environmental. The research and analysis concluded that the proposed 5-lot split is not anticipated to have significant adverse impacts on the ability of deer to move through the site, but in fact will allow better wildlife movement than the existing buildings by breaking up the buildings. Staff has added a condition consistent with the recommendations in the habitat review to ensure that mule deer movement is not negatively impacted.

   Common Value 2: Growth Management

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

   Complies. The current NL-5 zoning allows for a variety of housing types including single-family homes, apartments and accessory residential units. Staff finds that the proposal to create 5 lots will encourage a variety of residential uses.

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

   Not applicable.

   Policy 4.2.c: Create vibrant walkable mixed use subareas

   Not applicable.

   Policy 4.3.a: Preserve and enhance stable areas

   Not applicable.

   Policy 4.3.b: Create and develop transitional areas

   Complies. As conditioned, staff finds that the proposed 5-lot split will encourage a development that will revitalize a site with aging and dilapidated buildings. The proposed project is located within a transitional area and staff finds the development to be consistent with the desired future vision described for Subarea 4.2 which encourages a variety of housing types including single-family homes.

   Policy 4.4.b: Enhance Jackson gateways

   Not applicable.

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

Complies. Staff finds that the proposed development plan will encourage a development that will enhance natural features in the built environment. Specifically staff is able to make the necessary finding required for a Hillside CUP which is designed to protect our steep slopes from the impacts of development.

Common Value 3: Quality of Life

Policy 5.2.d: Encourage deed-restricted rental units

Complies. A housing mitigation plan will be required at the time of building permit submittal for all future development.

Policy 5.3.b: Preserve existing workforce housing stock

Complies. Staff acknowledges that 15 existing units will be removed which serve a lower household income category and the future six replacement units will not serve this same demographic. However the existing combination of mobile homes, cabin, and motel converted to apartments fall far below acceptable living standards. These existing units are severely deteriorated and have outlived their reasonable lifespan. Two of the mobile homes have already been removed due to their poor conditions. Based on these poor living conditions, staffs prioritizes the removal of un-safe dwellings units over their preservation.

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

Not applicable.

Policy 6.2.c: Encourage local entrepreneurial opportunities

Not applicable.

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

Not applicable.

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

Not applicable.

Policy 7.3.b: Reduce wildlife and natural and scenic resource impacts

Complies. According to the habitat review conducted by Alder Environmental, impacts to mule deer can be minimized by minimizing development mostly to already disturbed areas, maintaining movement corridors between structures, and avoiding the use of fencing, and avoiding the use of retaining walls over 4 feet. Staff has added a condition of approval requiring that all future development abide by the recommendations in the Alder report. No significant impacts to other natural resources, such as wetlands, watercourses, are anticipated either. Furthermore, based on the submitted visual analysis, it appears that future development will skyline for a short section of Highway 89 and Highway 22. Because no physical development is proposed with this request, staff has added a condition of approval requiring a skyline analysis for all future lots that meets the

standards of Section 5.3.2.H Skyline Standards. Staff finds the proposed project is consistent with this policy.

In addition, staff finds that the application should be reviewed for consistency specifically with subarea 4.2 Northern Hillside which states as follows as the desired vision for the subarea:

This TRANSITIONAL Subarea must strike a delicate balance between allowing some mixed use and residential development while maintaining wildlife permeability and the natural form of the undeveloped hillsides. A key to successful future development will be to sensitively place development in harmony with the existing terrain in order to minimize land disturbance. Development intensity in this area should be less than that found within the adjacent Midtown Highway Corridor (Subarea 4.1). Structures will be allowed up to two stories and may be configured in a variety of layouts with attached and detached units blending into the natural surroundings. Smaller building footprints will be encouraged in order to provide adequate open and/or landscaped areas. A variety of residential types, including live/work, multifamily, and duplexes, may be appropriate in this area depending on the specific characteristics of a site and its existing topography. Low density single family housing may continue to be appropriate at the edges of this area, particularly when adjacent to existing undisturbed hillsides. Future development should address wildlife permeability and assist in guiding wildlife movement to future roadway crossings.

Complies. As conditioned, staff finds that the proposed project is consistent with the desired vision for this transitional subarea. Based on the wildlife and site analysis done by Alder Environmental, the proposed subdivision will better serve wildlife movement by breaking up structures on individual lots which will allow more options for wildlife movement between structures than the existing buildings. The report does provide recommendations for future site disturbance to stay within already disturbed areas and avoiding certain types/heights of fencing and retaining walls. Staff has conditioned this approval to ensure future development meets the recommendations of the Alder report. In addition to wildlife permeability, the future development of each lot will allow 2-story structures located on building envelopes that are limited due to surrounding steep slopes which will keep development out of undisturbed hillsides which is consistent with the above vision that seeks to limit development on undisturbed hillsides. Furthermore, the underlining zoning and limited building areas will allow a low-density development which is desired for properties along the edges of this area.

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

   Complies. As conditioned, staff finds that even though the project is not within the SRO, future development of each lot will be required to meet the skyline standards in Section 5.3.2.H. In addition, although not located within the NRO, the wildlife and site analysis conducted by Alder Environmental provides development recommendations that will encourage improved wildlife permeability and protect existing undisturbed areas.

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

   Complies. As conditioned, staff finds that the proposed 5-lot split is not anticipated to have adverse impacts on public facilities including Police, Fire and EMT. Future buildings will be fire sprinklered which is preferred by the Fire Department as being the most effective first response to a fire. The applicant is also coordinating with the Town Engineer to properly address stormwater runoff and to

identify the necessary water and sewer service improvements to ensure available capacity to serve the development.

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

   Not applicable.

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

   Complies. As conditioned, staff finds that the proposed project complies with the standards of these LDRs with regard to minimum lot size, access, utilities, etc. All future development will be required to comply with the physical development standards in the NL-5 zone such as building height, FAR, LSR, etc. In addition the project is in compliance with all other Town Ordinances.

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

   Not applicable.

Item B: Pursuant to Section 5.4.1.D.5 Findings for Hillside Areas of the Land Development Regulations, the following finding shall be made for the approval of a Conditional Use Permit.

1. ***Findings.*** *The following finding shall be made before granting a Conditional Use Permit for hillside areas: that the mitigation measures identified will be effective in mitigating any adverse impacts identified, and associated with the proposed physical development, uses, development option, or subdivision.*

   Complies. Staff finds that, as conditioned, the proposed mitigation measures will be effective in mitigating any adverse impacts identified with the proposed physical development and use. The final slope stability report and site-specific geotechnical report provided by Jorgensen Associates found that the site did not present significant slope stability concerns. Town Engineering has reviewed the applicant's reports and generally agrees with its findings and recommendations. As stated above, the Town Engineer sent the slope stability analysis to be reviewed by a 3rd party because the Town does not have an in-house geotechnical engineer. The 3rd party review recommendations were sent to Jorgensen who provided a written response to all recommendations. Staff finds the applicant has provided sufficient data and analysis that the proposed subdivision is not anticipated to have adverse impacts on the hillside.

In addition, Pursuant to Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations, a Hillside CUP requires that the following regular CUP findings shall be made for the approval of a Hillside CUP.

1. *The proposed project is compatible with the desired future character of the area.*

   Complies. Staff finds the proposed project is compatible with the desired future character of the area as stated above in **Item A**, finding #1.

2. *The proposed projects complies with the use specific standards of Division 6.1.*

Complies. Staff finds that this Hillside CUP will encourage a project that complies with the use specific standards of Division 6.1. The proposal is for single-family homes which is an allowed use in the NL-5 zone.

3. *The proposed project minimizes adverse visual impacts.*

   Complies. Although this application does not include physical development, a visual analysis was provided which depicts a future development scenario. Based on the visual analysis, future development would skyline for a short stretch of road along Highway 89 (near Teton Motors) and a short stretch of road along Highway 22 (near Avis car rental). Staff considered requiring the applicant to conduct a full skyline analysis with this application, but because the physical development (i.e. building plans) of each lot is unknown, and because this application does not require review of physical development, staff found it more appropriate to apply the skyline standards at the time of building permit when final plans are prepared. This approach is consistent with the County Planning Department procedure that deals with skylining developments more often. They concurred that the skyline standards should be applied along with a physical development permit and not when reviewing land division.

   The skyline standards are not intended to prohibit development, but are intended to mitigate developments that penetrate the skyline on buttes or hillsides as viewed from state highways and other local roads mentioned in Section 5.3.2.H. Although this site is not at the top of Gros Ventre Butte, it is located on the lower end of the butte and so the skyline standards still apply even though it occurs for such short period of time. As conditioned, staff finds that the proposed project will be required to minimize adverse visual impacts by complying with the skyline standards in Section 5.3.2.H. prior to building permit approval. The skyline standards address several items such as building height, building design, roof pitch, exterior materials/colors, landscaping, etc.

   Staff finds that the skyline standards in Section 5.3.2.H. will adequately address adverse visual impacts.

4. *The proposed project minimizes adverse environmental impacts.*

   Complies. Based on the wildlife and habitat summary prepared by Alder Environmental, staff finds the proposed project has minimal adverse environmental impacts provided that future development follows the report's recommendations regarding minimizing site disturbance, providing corridors between structures, avoid fencing, and avoid tall retaining walls. Staff has added a condition of approval requiring that all future development abide by the recommendations in the findings and opinion section of the Alder Environmental report.

5. *The proposed project minimizes adverse impacts from nuisances.*

   Complies. Compared to the existing residential use of the property, the future development of each lot is not anticipated to have any nuisances. In addition, noise and other impacts are anticipated to be far less than the adjacent commercial operations lower down the hill (gas station, motel, animal hospital, etc.).

6. *The proposed project minimizes adverse impacts on public facilities.*

   Complies. As conditioned, staff finds that the proposed 5-lot split is not anticipated to have adverse impacts on public facilities including Police, Fire and EMT. Future buildings will be fire sprinklered which is preferred by the Fire Department as being the most effective first response to a fire. The

applicant is also coordinating with the Town Engineer to properly address stormwater runoff and to identify the necessary water and sewer service improvements to ensure available capacity to serve the development.

7. *The proposed project complies with all other relevant standards of these LDRs and all other Town Ordinances.*

   Complies. Staff finds that this Hillside CUP will encourage a project that will be required to comply with Town Ordinances and all relevant standards of these LDRs.

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

   Not applicable.

ATTACHMENTS

Applicant Submittal
Department Reviews
Applicant Response to Department Reviews & Conditions of Approval
Public Comment
3rd Party Geology and Geotechnical Review
Jorgensen Response to 3rd Party review
3rd Party Review Concluding Comments

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

Item A: The Planning Director and Planning Commission recommend **approval** of a Development Plan for a 5-lot subdivision for the property located at 984 Budge Drive subject to the department reviews and the following conditions:

1) If a subdivision plat is not submitted within 18 months of Development Plan approval the Development Plan will expire.
2) At the time of Subdivision Plat, the applicant shall provide a note on the plat requiring that all habitable structures be fire sprinklered as long as the private road remains without a compliant fire turnaround
3) As part of the of building permit review process for any proposed structure on any one of the future lots, the applicant shall demonstrate compliance with the standards in Section 5.3.2.H. Skyline Standards.
4) At the time of building permit submittal the applicant shall demonstrate compliance with all 4 development recommendations set forth in the Alder report, dated April 6, 2020, which are as follows: (1) the majority of development shall be limited to already disturbed areas; (2) 15-ft wildlife movement corridors shall be maintained between structures; (3) fencing shall be prohibited on the property; and (4) other barriers such as retaining walls over 42” tall are prohibited between structures.

Item B: The Planning Director and Planning Commission recommend **approval** of a Hillside Conditional Use Permit for a 5-lot subdivision for the property located at 984 Budge Drive subject to the department reviews and the following conditions:

1) Prior to issuance of a Grading & Erosion Control Permit & Building Permit, the applicant shall adequately address all concerns and consider all recommendations in the final slope stability analysis and geotechnical report.
2) If a subdivision plat is not submitted within 18 months of CUP approval the CUP will expire.

SUGGESTED MOTIONS

Item A: Based upon the findings as presented in the staff report and made by the applicant for Item P20-009, I move to make findings 1-6 as set forth in Section 8.3.2.C (Development Plan) of the Land Development Regulations related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Complies with Town Design Guidelines; 5) Compliance with relevant LDRs & Town Ordinances; 6) Conformance with past permits & approvals, and move to **approve** a Development Plan for a 5-lot subdivision at the property located at 984 Budge Drive, subject to the department reviews and this staff report dated June 15, 2020, and the following conditions:

1. If a subdivision plat is not submitted within 18 months of Development Plan approval the Development Plan will expire.
2. At the time of Subdivision Plat, the applicant shall provide a note on the plat requiring that all habitable structures be fire sprinklered as long as the private road remains without a compliant fire turnaround.
3. As part of the of building permit review process for any proposed structure on any one of the future lots, the applicant shall demonstrate compliance with the standards in Section 5.3.2.H. Skyline Standards.
4. At the time of building permit submittal the applicant shall demonstrate compliance with all 4 development recommendations set forth in the Alder report, dated April 6, 2020, which are as follows: (1) the majority of development shall be limited to already disturbed areas; (2) 15-ft wildlife movement corridors shall be maintained between structures; (3) fencing shall be prohibited on the property; and (4) other barriers such as retaining walls over 42” tall are prohibited between structures.

Item B: Based upon the findings as presented in the staff report and as made by the applicant for Item P20-010, I move to make findings 1-8 as set forth in Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations relating to 1) Compatibility with Future Character; 2) Use Standards; 3) Visual Impacts; 4) Minimizes adverse environmental impact; 5) Minimizes adverse impacts from nuisances; 6) Impact on Public Facilities; 7) Other Relevant Standards/LDRs; and 8) Previous Approvals for a Conditional Use Permit; and findings required by Sec. 5.4.1 Steep Slopes regarding hillside mitigation measures; and move to **approve** a Hillside Conditional Use Permit for a 5-lot subdivision at the property located at 984 Budge Drive, subject to the department reviews and this staff report dated June 15, 2020, and the following conditions:

1) Prior to issuance of a Grading & Erosion Control Permit & Building Permit, the applicant shall adequately address all concerns and consider all recommendations in the final slope stability analysis and geotechnical report.
2) If a subdivision plat is not submitted within 18 months of CUP approval the CUP will expire.

Development Plan
for
The Bluffs
984 Budge Drive
Lot 1, Crystal Valley Addition

Applicant:
Bluffs Development Group, LLC
PO Box 551
Jackson, WY 83001

Town of Jackson
Submittal Date: January 16, 2020
Updated: February 6, 2020
Project No. 16092

Prepared by:

Jorgensen Associates, Inc.
Engineers, Land Surveyors, & Planners
1315 Highway 89 South, Suites 201 & 203 83001
P.O. Box 9550 - Jackson, WY 83002
307.733.5150

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SECTION 1 – PROJECT BACKGROUND AND OVERVIEW

A. PROJECT BACKGROUND

The Bluffs is a five-lot subdivision application located at 984 Budge Drive owned by Bluffs Development Corp, LLC, who has owned this parcel for two years. This development application outlines the division of Lot 1 of the Crystal Valley Addition (Plat 1051) into five single-family residential lots.

The buildable area of the site was originally home to three mobile homes, one large apartment building moved onsite from a former motel, and one smaller cabin. Two of the mobile homes have already been removed in preparation for construction staging. The remaining structures and all non-conformities will be removed when the Development Plan has been approved and before the Subdivision Plat is recorded.

B. OWNER & PROJECT TEAM INFORMATION

PROPERTY OWNERS & APPLICANTS:
Bluffs Development Group, LLC
PO Box 551
Jackson WY 83001
307-733-2880

ENGINEERING & LAND PLANNING
Jorgensen Associates, Inc.
1315 Highway 89 South, Suites 201 & 203; 83001
P.O. Box 9550 Jackson, Wyoming 83002
307-733-5150

ARCHITECTURE
Schopfer Associates
400 Commonwealth Avenue
Boston MA 02215

C. DEVELOPMENT PROPOSAL

The applicant proposes that this development plan be approved for the subdivision of the property into five (5) lots with a variable width easement that is 30 feet wide at its center. The five (5) lots are designed to accommodate self-contained and detached structures and are accessible via the easement. 1 single-family residence is currently proposed for each lot.

FINDINGS FOR APPROVAL

Division 8.3.2.C Development Plan Findings for approval:

1. ***Is consistent with the desired future character for the site in the Jackson/Teton County Comprehensive Plan.*** Complies.

   The Bluffs project is within the Comprehensive Plan District 4 – Midtown, Subarea 4.2 – Northern Hillside. " *Low density single-family housing may continue to be appropriate at the edges of this area, particularly when adjacent to existing undisturbed hillsides. Future development should address wildlife permeability and assist in guiding wildlife movement to future roadway crossings."*

   This development meets the standards of the Neighborhood Low Density-5 (NL-5) Zone and proposes five single-family lots that improve upon the current non-conforming structures that are visually unappealing, outdated, sub-standard and, given their configuration, present a considerable barrier to wildlife permeability. The Bluffs project meets the intent of the NL-5 Zone and will further reduce the existing unit density from 15 to five; thereby reducing the overall density, intensity and use of the property while enhancing the character and cohesiveness of the hillside residential neighborhood.

2. ***Achieves the standards and objectives of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable.*** Not Applicable.

   Lot 1 of the Crystal Valley Addition, Plat 1051 is not located within either the NRO or the SRO and therefore is not applicable.

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

   The Bluffs project will provide the required school and park exactions for the new residential units being developed. The existing development is already connected to public utilities for water and sewer, and the Bluffs project will continue to utilize these public utilities. New infrastructure will be installed and connections will be reduced from 10 to five, thus reducing the capacity required for this parcel from the Town Water and Sewer services. The project is within town limits and is currently served by police, fire and EMT services; the development will not result in increased impacts on availability of these services.

   Multiple transportation options already exist in proximity to the property: these include pedestrian and bicycle connections to the Teton County Pathway System and Town START Shuttle stops. The Town START Shuttle stops are within 1,000 feet

located westbound on Broadway/South Highway 89 by Sidewinders Tavern, and both east and westbound located on Scott Lane by the Lodge at Jackson Hole.

4. ***Complies with all relevant standards of these LDRs and other Town Ordinances.*** Complies**.**
   The purpose of a development plan is to review a physical development or development option that is large and complex enough to benefit from a public review at a sufficient level of detail to determine compliance with these LDRs prior to preparation of final construction or plat documents.

   The 1.47-acre site provides space to meet the FAR requirement within the buildable area of the five lots. While there are some interior areas within the development that meet the minimum setback limitations, the vast majority of the perimeter of the project is set back well beyond requirements and all individual buildings within the development are setback from one another and from the side street within the requirements of the LDRs.

   The site plan was adjusted and revised based on provided comments during the Pre-Application process to address snow storage needs and fire sprinklers for each unit.

5. ***Is in substantial conformance with all standards or conditions of any prior or applicable permits or approvals.*** Complies**.**
   There are no previous permits or approvals applicable to this property. The proposed development complies with all conditions of Plat 1051.

D. CONDITIONAL USE PERMIT

This project requires a Conditional Use Permit (CUP) based upon the Town of Jackson LDRs *Article 5.4.1 Natural Hazard Protection Standards - Steep Slopes.* Lots with average cross slopes in excess of 10% are subject to a Hillside CUP.

FINDINGS FOR APPROVAL

LDR Section 8.4.2 Conditional Use Permit, C. Findings of Approval indicates that a CUP shall be approved based upon:

1. ***Is compatible with the desired future character of the area;*** Complies**.**
   The intent of the NL-5 Zone is to *"enhance the character and cohesiveness of residential neighborhoods while allowing for a flexible range of residential types…intended to create opportunities for workforce housing."* This development meets the standards of the NL-5 Zone and proposes five single-family lots that will replace the current non-conforming structures that are visually unappealing and a

considerable barrier to wildlife permeability. The Bluffs project meets the intent of the NL-5 Zone and will further reduce the unit density from 15 to five; thereby reducing the overall intensity and use of the property while enhancing the character and cohesiveness of the hillside residential neighborhood.

2. ***Complies with the use specific standards of Div. 6.1: Allowed Uses;*** Complies**.**
   This development is composed of detached Single-Family Units in the NL-5 Zone; an allowed use according to Section 6.1.2.D of the LDRs.

3. ***Minimizes adverse visual impacts;*** Complies**.**
   Currently, 984 Budge Drive contains non-conformities with a one-story apartment building, a cabin and trailer, all built over 30 years ago and before current building code. The new project will remove the non-conformities and replace them with residential units built of new construction in compliance with the LDRs and the 2018 IRC. This development will break up the visual impact of the current long building into five separate lots, and will look aesthetically pleasing from the roads below. It will improve on the existing visual impacts. See Visual Analysis attached in **Section 3.**

4. ***Minimizes adverse environmental impacts;*** Complies**.**
   The proposed development will not increase environmental impacts on site, and will improve wildlife permeability as the new buildings will be detached to allow for wildlife accessing the undisturbed hillside of Saddle Butte. See Wildlife Review attached in **Section 3.** During construction stormwater will be detained using best management practices to protect the hillside from any erosion.

5. ***Minimizes adverse impacts from nuisances;*** Complies**.**
   There are no anticipated nuisances with this development that would have adverse impacts to the surrounding properties. Operational Standards are addressed in **Section M** of this Development Plan Narrative.

6. ***Minimizes adverse impacts on public facilities;*** Complies**.**
   There are no anticipated adverse impacts on public facilities from this development. The project will be connected to town water and sewer, with system upgrades installed to the current utilities. The reduced density will both lessen the impacts on public facilities and reduce the trip counts to the property. Budge Drive is not a busy street and vehicles from this development are not anticipated to increase traffic on Highway 89. Structures will be sprinkled for fire suppression and otherwise meet the current building codes. There are no additional adverse impacts anticipated on fire, police, or EMT services that already serve the property located within the limits of the Town of Jackson. Additionally, the owner worked with the Town of Jackson to allow a

temporary road through the southern end of the property during the reconstruction of Budge Drive and the essential water line.

7. ***Complies with all other relevant standards of these LDRs and all other Town Ordinances;*** Complies**.**
   This development complies with all other applicable standards for use, layout, structure and site development characteristics in the LDRs for the NL-5 Zone.

   Division 5.4 Natural Hazards in Hillside Areas – 5.4.1.C.5 Steep Slopes: Standards in Hillside Areas: *"5. The mitigation measures identified will be effective in mitigating any adverse impacts identified, and associated with the proposed physical development, uses, development option, or subdivision."*

   The Bluffs project will not impact any of the steep slopes that exist on the property. Construction will take place in previously disturbed and developed areas that are less than 5% grade. The project does not require structural retaining walls or any other mitigation structures to contain steep slopes.

8. ***Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*** Complies**.**
   There are no previous permits or approvals applicable to this property. The proposed development complies with all conditions of Plat 1051.

E. ADDITIONAL ZONE-SPECIFIC STANDARDS, SECTION 2.2.6.E.

The following standards apply in addition to all other standards applicable in the NL-1 zone:

Maximum Allowed Density

Up to three units are allowed the proposed on individual lots equal to or greater than 7,500 sf. Current plans are for one unit per lot on lots 1 - 4 and possibly two units on Lot 5. Therefore, The Bluffs project will be in conformance with the standards of this section.

Configuration Options, Section 2.2.6.F.

Configuration options in the NL-1 zone allow for the detached single-family units being proposed with this development plan.

F. PROPOSED DEVELOPMENT PROGRAM

The proposed size of each lot's building envelopes and Maximum Floor Area (for one unit per lot) is depicted within Civil plans in **Section 4**. Potential Floor Area for each lot is depicted in the table below.

Lot	Gross Site Area (sf)	FAR 1 unit 0.3	FAR 2 units 0.35	FAR 3 units 0.4
1	15,220	4,566	2,435	6,088
2	11,930	3,579	1,909	4,772
3	12,650	3,795	2,024	5,060
4	12,340	3,702	1,974	4,936
5	11,800	3,540	1,888	4,720

G. ENVIRONMENTAL STANDARDS

1. **Natural Resource Buffers (Wetlands and Water bodies)** there are no wetlands or water bodies on the property

2. **Wildlife Friendly Fencing** – no fencing is proposed.

3. **Water Quality** - See subsequent Engineer's report in **Section 2** of this application for discussion on this item.

4. **Natural Resources Overlay (NRO)** The property is not located within the NRO.

5. **Bear Conflict Area** – The property is not mapped as a bear conflict area.

H. SCENIC STANDARDS

1. **Exterior Lighting -** Exterior lighting will be addressed during the Building Permit and will follow requirements in LDRs.

2. **Scenic Resource Overlay (SRO) Standards** - The property is not located within SRO.

I. NATURAL HAZARDS TO AVOID - Steep Slopes – See Section D. CONDITIONAL USE PERMIT and Geotechnical Report included with this application.

J. SIGNS - No signage is proposed at this time.

K. GRADING, EROSION CONTROL, DRAINAGE, & STORMWATER

See subsequent Engineer's report in **Section 2** of this application for discussion on these items.

L. ALLOWED USES & USE REQUIREMENTS

1. **Allowed Uses -** The proposed uses within the Bluffs development include Detached Single-Family Units.

2. **Parking -** See subsequent Engineer's report in **Section 2** of this application for discussion on these items.

3. **Operational Standards**

   a. **Outside Storage -** The proposed uses within the Bluffs development will not include the storage of boats, snowmobiles, trailers, RVs, or similar vehicles and equipment on any yard. No structures will be stored within the lots and no vehicles will be kept within vacant lots. The five planned lots will be for residential use, and thus, will not be using outdoor displays.

   b. **Refuse and Recycling -** The development will include an area for consolidating trash and recycling within access and utility easement near the front of the property on Lot 1.

   c. **Noise -** Noise levels will be kept within the permitted 55 DBA, consistent with LDR restrictions for Zone NL-5.

   d. **Vibration -** The development does not include uses in which any regular activity shall cause or create displacements for given frequencies as prescribed by LDR restrictions.

   e. **Electrical Disturbance -** The planned residential use does not include any activities which could cause electromagnetic radiation and disturbed operation of equipment such as radios and TVs.

   f. **Fire and Explosive Hazards -** No manufacturing, possession, storage, transportation or use of hazardous materials are part of the planned development.

M. ALLOWED SUBDIVISION AND DEVELOPMENT OPTIONS

1. **Standards Applicable to all Subdivisions -** The project will adhere to all standards provided in Section 7.2.2 of the LDRs which include developer responsibilities, permits required, installation, working with a professional engineer, over sizing and off-site improvements, and acceptance by Town.

2. **Land Division Standards -** The development will comply with Section 7.2.4 of the LDRs.

N. RESIDENTIAL SUBDIVISION REQUIREMENTS

1. **Affordable Housing** –The project will generate a small affordable housing requirement that will be addressed at the first building permit submitted for the site.

2. **School and Parks Exactions -** Total school and park exactions fee-in lieu is $28,900. Calculations are provided in **Section 3.**

O. INFRASTRUCTURE

1. **Transportation Facilities -** See plan sheets provided in **Section 4.**

2. **Required Utilities -** See plan sheets provided in **Section 4.**

SECTION 2 – ENGINEER'S REPORT

A. INTRODUCTION

The following Engineer's Report is intended to provide the engineering basis for design and to discuss engineering related items for The Bluffs Development Plan. Supporting infrastructure will include driveway access improvements and utility connections to the Town of Jackson water and sewer mains as well as connections to cable utility mains that serve this portion of the Town of Jackson. The basic layout and design elements are shown on the plan set attached in **Section 4**.

B. BACKGROUND

The Bluffs is a subdivision development project located off Budge Drive in the Town of Jackson near the intersection of Highway 89 and 22. The project plans to subdivide the existing property into 5 single-family residential lots. Historically the site was a motel building that was converted to an apartment structure. In addition, the site also housed a cabin and 3 mobile home units, 2 of which have since been removed. The proposed project will remove all existing structures on the property. The existing utilities on site will be reconfigured or abandoned for the new development. From an infrastructure perspective, the new development does not appreciably alter the current load and configuration from the existing arrangement.

C. SOILS AND SITE CONDITIONS

The proposed project site is located on the lower southwestern flank of East Gros Ventre Butte. Jorgensen Geotechnical prepared a Slope Stability Analysis Report for the project site in July 2017. In summary, five boreholes were drilled to depths ranging from 31.5 to 121.5 feet below the existing ground surface in order to conduct the stability analysis. With applied surcharge loads at the location of the proposed buildings, the stability analysis shows the site is stable. Factors of safety for this site exceed those generally accepted by engineering practice as indicating stable conditions. A single vibrating wire piezometer was installed to monitor groundwater levels following the investigation. In general, the site stratigraphy is made up wind-blown loess, coarse and fine-grained alluvium and colluvium deposits, as well as lacustrine deposits. The report describes the geologic site conditions and includes a site location and geologic map, geologic cross sections, stability analysis results, borehole logs, and laboratory tests results. A copy of the Slope Stability Analysis Report by Jorgensen Geotechnical is included in **Section 5** of this report.

In general, construction of homes on this site will utilize helical piers, grade beams, and structural slabs to reduce the risk of structural distress posed by the observed soil

conditions. A Geotechnical Engineering Report was issued by Jorgensen Geotechnical on April 23, 2019, which references the subsurface exploration performed in 2017 and documented in the Slope Stability Analysis Report. This scope of work included installation of several helical pier test probes and a verification load test of a helical pier. The report provides engineering analysis and recommendations necessary for the design and construction of proposed structures at 984 Budge Drive. A copy of the Geotechnical Engineering Report by Jorgensen Geotechnical is included in **Section 5** of this report.

D. GRADING, EROSION CONTROL, DRAINAGE, & STORMWATER

Development on the site will accommodate stormwater by routing drainage through the available green spaces on site. These areas are sufficient to accommodate stormwater runoff. The parcel is relatively flat and underlain by semi-permeable surface soils and very permeable subsoils. The lots are spaced to provide landscape areas around the future buildings that will help infiltrate stormwater and spring snow melt water. The expected runoff from the buildings will likely be channeled through roof drains and a piping network and directed to stormwater detention areas onsite away buildings as much as practicable. Details of the specific stormwater management will be addressed in the building permit applications of the individual residence.

A Town of Jackson Grading and Erosion Control Permit will be required prior to construction of site infrastructure. The GEC permit application drawings will incorporate any revisions made during the Development Plan process and as a result of incorporating final design elements and coordination with the Town and other utility companies.

E. **ROADS, ACCESS, AND PARKING**

The site is presently served by access directly off of Budge Drive. The proposed project plans to utilize the existing assess with improvements limited to formalizing the access and parking arrangement to fit the new development. The proposed development and use of this road by residents of the Bluffs has been reviewed with the Town of Jackson Planning Department through the Sketch Plan process. The existing access road is approximately 20’ in width and in order to limit disturbance at the intersection, will be formalized and essentially remain unchanged for the new development.

The required number of parking spaces for the five lots of the Bluffs is 10 spaces as per the base NL-5 Zoning in the LDRs which requires 2 spaces per lot. The expected parking layout for the Bluffs for this DEV application suggests that Lots 1-3 will accommodate 2 spaces per lot within the individual lot boundary, while parking spaces for Lots 4-5 will be accommodated within the access and utility easement. Additional auxiliary parking area within the easement is available.

F. **TRAFFIC**

Multi-modal transportation options are available in the vicinity of The Bluffs. They include pedestrian and bicycle connections to local town services. The Town Shuttle operated by START flows in both east and west bound directions nearby to the site on Scott Land south of West Broadway. The Town Shuttle has stops along Scott Lane with 30-minute intervals within walking distance from to the Budge Drive and West Broadway intersection. Proximity to multi-modal options will be an incentive for residents to choose alternative modes of transportation for short and medium distance trips.

G. **WATER SUPPLY AND DISTRIBUTION SYSTEM**

The proposed water distribution system for the development consists of an extension from the existing Town of Jackson water main in Budge Drive with individual service connections to the proposed lots. The maximum domestic water demand for the development is estimated based on the current configuration to be approximately 9,600 gallons per day. This value is based upon Wyoming DEQ standards by occupancy and includes irrigation. Using a typical peak factor of 4, the peak hour flow is expected to be approximately 26 gallons per minute. The expected demand for irrigation is estimated separately to be approximately 5,000 gallons per day based on an average 0.25" square foot per day of landscape area. The required site fire flow is 1000 gpm for 1 hour based upon Table B105.1(1) from Section B105 of the 2018 International Fire Code for residential Group R-3 and R-4 buildings (0 - 3,600 square feet). A 50% reduction is allowed for buildings of this type equipped with an automatic sprinkler system. The expected water demand for fire suppression is estimated for one building to be 30 gpm based on an automatic fire sprinkler system with 2 sprinkler heads active with an operating pressure of at least 55-60 psi. Water demand values are included in **Section 5** of this report.

The Town of Jackson water system currently extends along Budge Drive adjacent to the proposed development and includes a fire hydrant at the intersection of the access drive. Further, the lot owner granted an easement to the Town of Jackson for a water line on the southern portion of the property increasing circulation flow and providing redundancy. It is expected that the existing hydrant is capable of providing the site fire flow requirements. The proposed access drive is approximately 390' in length and the site layout will not accommodate an adequate fire truck turn-around. Therefore, all future residential occupancies of this subdivision will be required to be protected by an approved automatic residential fire sprinkler system meeting the standards of NFPA 13-D. Discussions with the Jackson Hole Fire EMS Fire Marshal have confirmed this is acceptable.

The connection to the TOJ water system will require an encroachment permit and coordination with the TOJ Public Works Department to identify the appropriate arrangement. A permit to construct will be required through the Wyoming DEQ. The new

waterlines within the property will be owned and operated by the development and all maintenance will be the responsibility of the development.

H. **WASTEWATER COLLECTION AND TREATMENT**

The proposed wastewater collection system for the development consists of sewer manholes and service lines from each lot with a connection to the existing private sewer main and ultimately connected to the Town of Jackson sanitary sewer system. The maximum sanitary sewer demand is estimated based on the current arrangement to be approximately 3,300 gallons per day with a peak hour flow of approximately 9 gallons per minute (Peak Factor 4). These values are based upon Wyoming DEQ standards of 150 gallons per bedroom and 22 total bedrooms within the project at buildout. The construction plans for the project will be required to follow the Town of Jackson Standards for construction. Wastewater demand calculations are included in **Section 5** of this report.

The connection to the TOJ sewer system will require coordination with the TOJ Public Works Department to identify the appropriate arrangement. A permit to construct will be required through the Wyoming DEQ. The new sewer lines within the property will be owned and operated by the development and all maintenance will be the responsibility of the development.

I. **CABLE UTILITIES AND GAS**

Power and Communications lines will be accessible to all units on the project. Lower Valley Energy Electrical Power and Natural Gas, Silverstar Fiber-Optic Communications, Charter Cable Television and Communication, and Century Link communications services are all available to this location. Opportunities to connect to all of these service providers will be afforded all lots pending negotiations. Spare conduits may be provided should other utilities not currently available be anticipated.

J. **SNOW STORAGE**

The shared access road and parking of the Bluffs Development creates approximately 9,000 square feet of impervious surfaces requiring approximately 225 square feet of snow storage. The current layout anticipates adequate space exists within the access and utility easement for proper snow storage. Additionally, open space in the southeast portion of the access and utility easement will provide additional snow storage in large snowfall years. Snow storage within the lots will be the responsibility of the individual lot owner and will be coordinated with the landscaping to limit damage that can occur during snow clearing.

SECTION 3 – PHYSICAL DEVELOPMENT REQUIREMENTS

- **3.1 Visual Analysis**
- **3.2 Wildlife Review**
- **3.3 Park Exaction Calculations**
- **3.4 School Exaction Calculations**


LIQUOR
Google


1000 US-89
Jackson, Wyoming
Google
Street View
ANIMAL HOSPITAL
LIQUOR
Wyoming Stargazing Office
22
McDonald's
Albertsons
Buffalo Way
Google

1024 US-89
Jackson, Wyoming
Google
Street View



1024 US-89
Jackson, Wyoming
Google
Street View



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986 US-191
Jackson, Wyoming
Google
Street View



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ALDERENVIRONMENTAL
water | wetlands | ecological consulting

To: Town of Jackson Planning & Building Department

Cc: Jorgenson Associates, Brendan Schulte

From: Brian Remlinger, Principal, Alder Environmental, LLC
Julie Polasik, Wildlife Ecologist, Alder Environmental, LLC

Date: April 6, 2020

Re: **Proposed Subdivision for the Bluffs Development - 984 Budge Drive, *Wildlife Use / Habitat Review***
PIDN: 22-41-16-32-1-07-001

The Bluffs Development Group, LLC is proposing a development plan that includes a subdivision with five lots (Jorgenson Associates Exhibit 1/31/20) on the property located at 984 Budge Drive within the Town of Jackson limits. Jorgenson Associates requested the services of Alder Environmental, LLC to assist with submittal requirements related to the standards in the Town of Jackson Land Development Regulations (LDRs) Section 5.4.1. Steep Slopes. The submittal requirement for the proposed development includes a:

> *Report summarizing wildlife use of the subject property and any potential impacts from the proposed development.* (LDR *5.4.1.C.6.a*)

For the purposes of this review, *wildlife* shall be defined as those species and associated habitat protected in the in the current LDRs (Div. 5.2) and those species identified in the Teton County Focal Species Habitat Mapping Project (Alder 2017). *Impacts* shall be defined as development and/or uses that will detrimentally affect the food supply and/or cover provided by the habitat or detrimentally affect the potential for survival of the protected and focal wildlife species.

SITE INVENTORY & DATA REVIEW

A site visit was conducted on February 4, 2020 to evaluate existing wildlife habitat conditions and use. The enclosed photos document the site conditions. The central portion of the Property contains a driveway, apartment building and a trailer (Figure 1). The hillside to the north of the driveway is comprised of mesic shrub (sparse sagebrush) and mesic grassland habitat. The hillside to the south and west of the structures on the Property is comprised of mesic shrub (sparse sagebrush) and mesic grassland habitat with some landscaping. Mule deer tracks and scat were observed on the north and west portions of the Property during the site visit. Mule deer were also present just north of the Property during the site visit.

Three sources of wildlife habitat data were reviewed: 1) Wyoming Game and Fish Department (WGFD) designated ungulate crucial winter ranges and migration routes and Bald Eagle nests, 2) the 2013 WYDOT / Teton Science Schools mule deer movement and habitat use study (Riginos et. al, 2013) and 3) the Teton County Focal Species Habitat Mapping Project (Alder 2017). The only protected or focal wildlife species potentially using the project site or impacted by the proposed development is mule deer.

The entire project site is mapped within WGFD designated mule deer crucial winter range (WGFD 2012, Figure 2). The Property consists of disturbed, mesic grassland, and mesic shrub habitats. The mesic shrub-grassland habitats on south facing slopes provide crucial winter range for mule deer (*LDR Section 5.2.1.B.3.d*). Wyoming Game and Fish designated mule deer crucial winter yearlong range is also mapped 0.1 miles west and south of the project site across Highway 22, and an elk migration corridor is mapped 0.6 miles southwest of the Property.

The 2013 WYDOT/TSS Mule Deer Study designates the project site as a *low use movement area* for mule deer and *moderate probability of winter use* due to the project site's location on the East Gros Ventre Butte (Figure 3). Signs of mule deer winter use and movement on the Property were also observed during the February 4,

2020 site visit. Additional *high probability of winter use* areas are located north of the Property at higher elevations on East Gros Ventre Butte.

The Teton County Focal Species Habitat Mapping layer for mule deer indicates that mule deer winter range is located on the southern and western portions of the Property (Alder 2017). This coincides with the location of south facing mesic shrub-grassland slopes.

The nearest Bald Eagle nest to the Property is located 0.67 miles southwest of the site (WGFD 2019), and the Property does not contain suitable habitat for nesting or wintering Bald Eagles. The Property also does not contain any crucial winter or nesting habitat for Trumpeter Swans, spawning habitat for Snake River cutthroat trout, or crucial elk or moose winter habitat.

The Teton County Focal Species Habitat Map quantified the relative habitat values for the Property as ranging from 10 to 19 (low to moderate value) out of a possible 42 (highest value) (Alder 2017). This indicates that the Property is of low to moderate quality for wildlife habitat. The relative values habitat map was created by combining 20 weighted focal species habitat maps that are based on well documented species habitat data, expert knowledge and peer reviews, and environmental variables, providing a thorough assessment of relative wildlife habitat values in Teton County.

FINDINGS & OPINION

Wildlife use of the subject Property is considered moderate based on the site inventory and data reviews. Mule deer use the Property extensively during the winter months as crucial winter range and as a movement corridor on the East Gros Ventre Butte. The proposed subdivision of the Property into five lots and associated development would result in the removal of the existing structures that span the Property and construction of potentially five new structures evenly distributed on the Property.

Existing mesic shrub (sparse sagebrush) will mostly remain undisturbed. The new structures should also be spaced a minimum of 15 feet apart to allow mule deer to use the areas between them as movement corridors. It is also suggested that any fencing that would impede the movements of mule deer should not be used on the proposed lots and other barriers to mule deer movement should not be placed between the new structures.

The proposed subdivision of the Property would have impacts to mule deer that use the area as crucial winter range and as a movement corridor. However, those impacts can be minimized by limiting development mostly to already disturbed areas, maintaining movement corridors between structures, and avoiding the use of fencing and other barriers such as retaining walls (>42" tall) to mule deer movement. There are no additional wildlife species protected by the Town of Jackson LDRs or identified in the Teton County Focal Species Habitat Mapping Project that are expected to be impacted by the proposed development.

REFERENCES

Alder 2017. Final Report: Focal Species Habitat Mapping for Teton County, WY. Alder Environmental LLC. Jackson, WY. April 2017.

Riginos, C., Krasnow, K.D., Hall, E., Graham, M., Sundaresan, S., Brimeyer, D., Fralick, G., & Wachob, D. 2013. Mule Deer (*Odocoileus hemionus*) Movement and Habitat Use Patterns in Relation to Roadways in Northwest Wyoming. FHWA-WY-13/08F.

WGFD. 2012. Big Game Ranges Geographic Information Systems Layers. Cheyenne, WY.

WGFD. 2019. Bald Eagle Nest Flight Survey Data. Wyoming Game and Fish Department. Jackson, WY.

Encl: Photos, Figures 1-3



Photo 1. Looking west at the Property from the eastern boundary.



Photo 2. Looking east from the end of the driveway.



Photo 3. Looking southwest at western edge of Property.

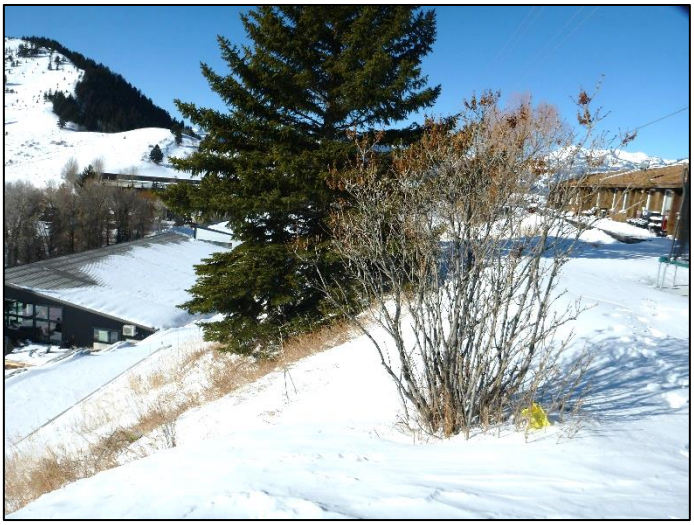


Photo 4. Looking west at southern hillside of Property.



Photo 5. Mule deer tracks in the northwest portion of the Property.



Photo 6. Mule deer located just north of Property in mesic shrub.



FIGURE 1

Proposed Subdivision

Bluffs Development Group, LLC
WILDLIFE REVIEW
984 Budge Drive
Jackson, WY 83001

Legend

- Subject Property
- Proposed Lot Boundaries
- Lots & Parcels
- Roads

Sources

Teton County
- Aerial Imagery, June 2019
- Ownership Boundaries
- Roads

Jorgenson Associates
- Proposed Lot Boundaries

1 in = 40 feet

0 10 20 40 Feet

N

February 04, 2020

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Jackson, WY alderenvironmental.com

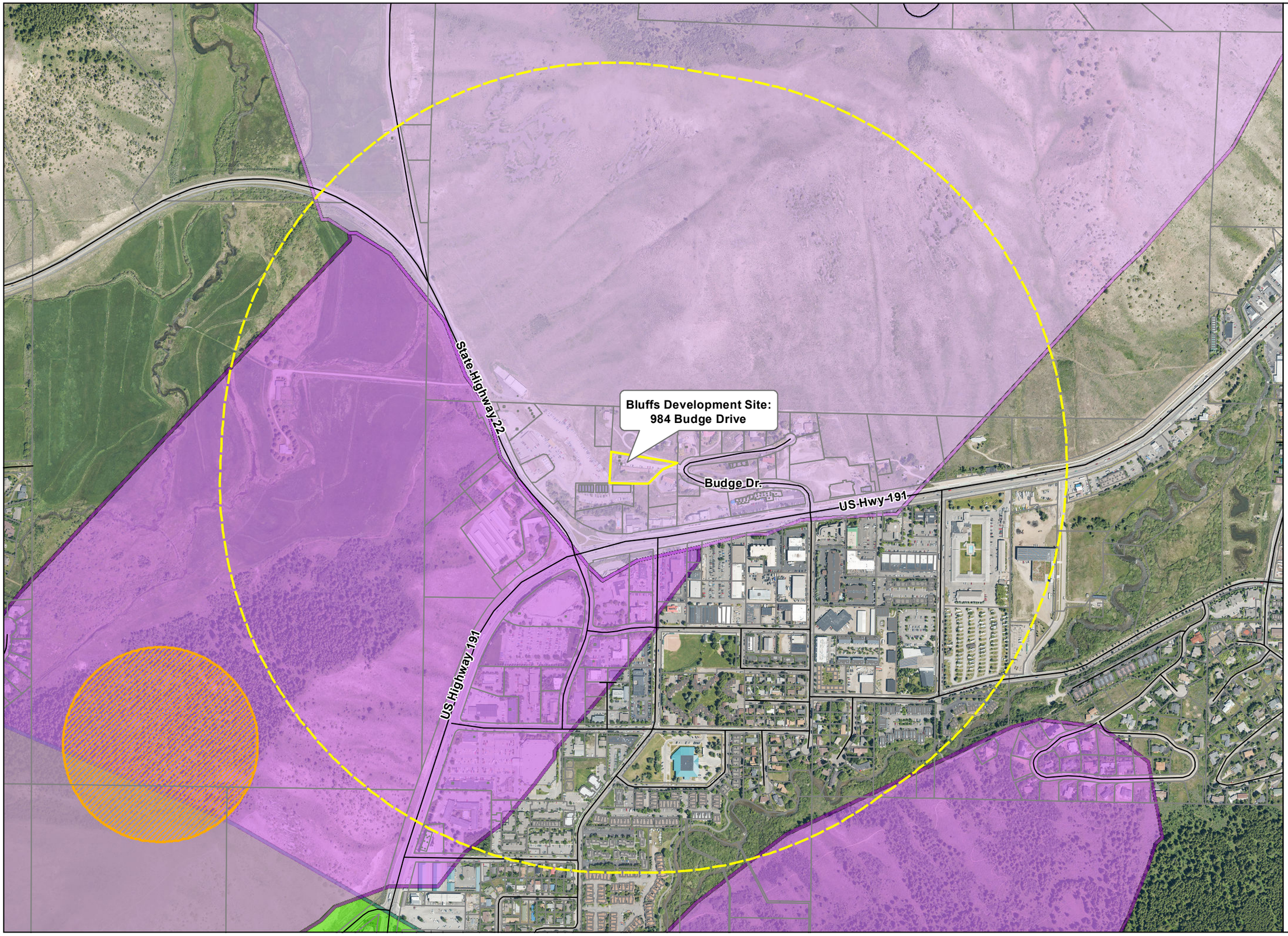


FIGURE 2

Protected Wildlife Resources

Bluffs Development Group, LLC
WILDLIFE REVIEW
984 Budge Drive
Jackson, WY 83001

Legend

- Subject Property
- 1/2 Mile Property Buffer
- Roads
- Bald Eagle Nest Buffer
- Mule Deer Crucial Winter Range
- Mule Deer Crucial Winter/Yearlong Range
- Elk Migration Route 1/2 Mile Buffer

Sources

Teton County
- Aerial Imagery, June 2019
- Ownership Boundaries
- Roads

WGFD
- Big Game Crucial Ranges and Migration Routes
- Bald Eagle Nest Buffer

1 in = 600 feet

0 150 300 600 Feet

N

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FIGURE 3

Focal Species Habitat & TSS/WYDOT Mule Deer Ranges

Bluffs Development Group, LLC

WILDLIFE REVIEW

984 Budge Drive
Jackson, WY 83001

Legend

- Subject Property
- 1/2 Mile Property Buffer
- Lots & Parcels
- Roads
- Mule Deer Winter Habitat (Alder 2017)

Mule Deer Use (TSS/WYDOT 2013)

- High Probability
- Moderate Probability

Bluffs Development Site: 984 Budge Drive

State Highway 22

Budge Dr.

US Hwy 191

US Highway 191

Sources

Teton County
- Aerial Imagery, June 2019
- Ownership Boundaries
- Roads

Alder Environmental (2017)
- Focal Species Habitat Map - Mule Deer

Teton Science School/WY Dept. of Transportation (2013)
- Mule Deer Kernal Density and Utilization Distribution

1 in = 600 feet

0 150 300 600 Feet

N

February 04, 2020

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TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS
DATE: 12/26/2019

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: 984 Budge Drive

2. LOCATION: 984 Budge Drive, Jackson WY

3. PROJECT NUMBER: 16092

4. CALCULATE PROPOSED PROJECT POPULATION:

UNIT TYPE	# OF UNITS	X	PERSONS HOUSED PER UNIT	PROJECTED POPULATION
STUDIO	0		1.25	0
1 BEDROOM	0		1.75	0
2 BEDROOM	1		2.25	2.25
3 BEDROOM	0		3.00	0
4 BEDROOM	5		3.75	18.75
5 BEDROOM	0		4.50	0
EACH ADDITIONAL BEDROOM	0		0.50	0
DORMITORY	0		1 per 150 sf of net habitable area	0
TOTAL				21

5. CALCULATE REQUIRED PARK ACREAGE:

21 TOTAL PROJECTED POPULATION X 9 ACRES / 1000 RESIDENTS = 0.189 REQUIRED ACRES

6. CALCULATE CASH-IN-LIEU:

0.189 REQUIRED ACRES X $100,000 (VALUE OF LAND) = $ 18,900 CASH-IN-LIEU

7. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.2 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACTIONS
DATE: 12/26/2019

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: 984 Budge Drive

2. LOCATION: 984 Budge Drive, Jackson WY

3. PROJECT NUMBER: 16092

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
.O2O ACRES PER UNIT SINGLE & TWO-FAMILY		984 Budge Drive, Jackson WY		.10
.015 ACRES PER UNIT MULTI-FAMILY		0		0

5. CALCULATE CASH IN-LIEU:

0.10 LAND DEDICATION STANDARD X $100,000 (VALUE OF LAND) = $ 18,900 CASH-IN-LIEU

6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.3 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

SECTION 4 – CIVIL DRAWINGS

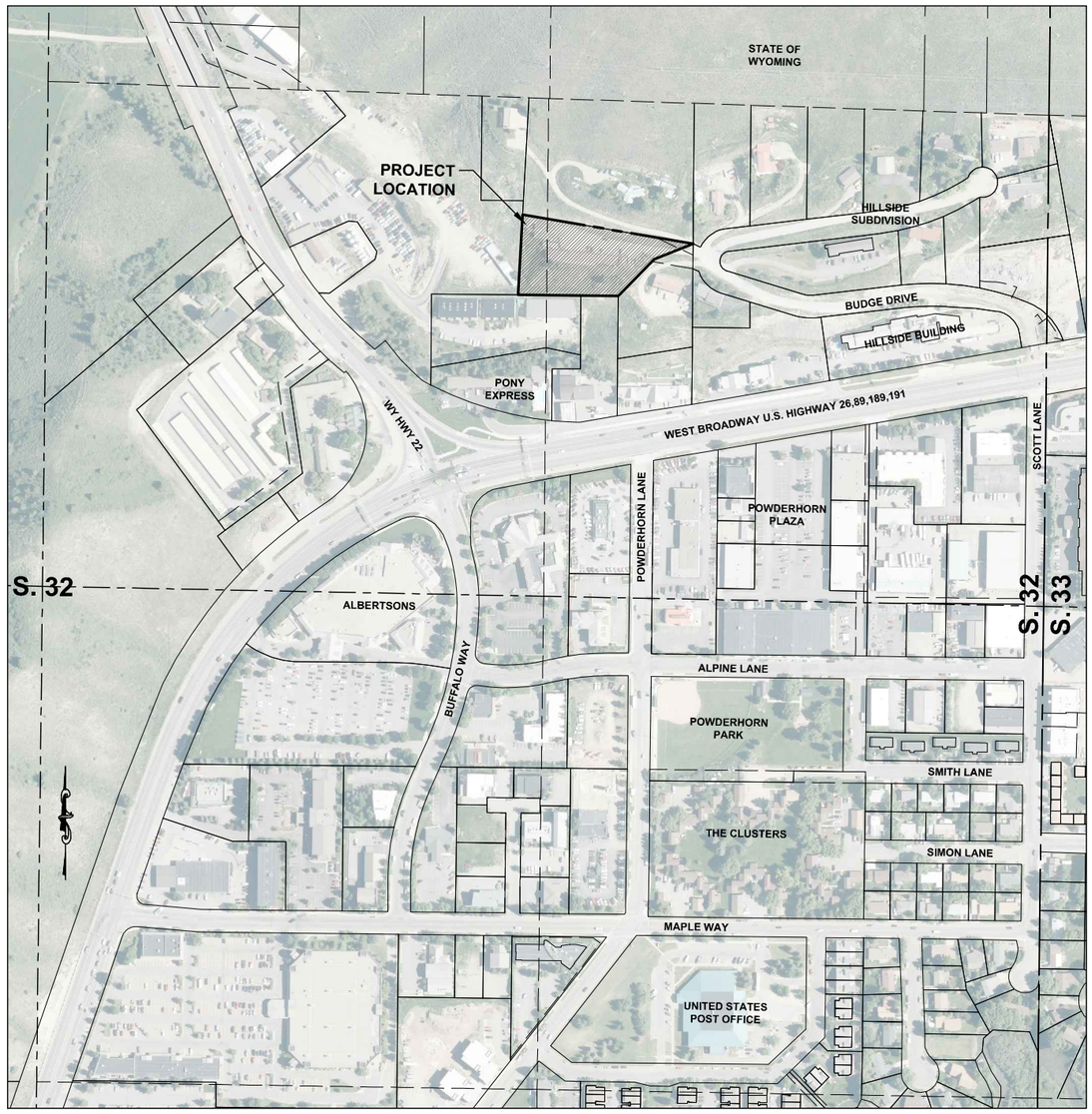
- DRAWINGS 11” X 17’ FORMAT

Ver. 15.1 Plotted by AJacuk on Jan 12, 2020 - 4:45pm

DEVELOPMENT PLAN

BLUFFS DEVELOPMENT GROUP, LLC
LOT 1, CRYSTAL VALLEY ADDITION
984 BUDGE DRIVE

LOCATED WITHIN
S 1/2 NE 1/4, SECTION 32, T41N, R116W,
TOWN OF JACKSON, WYOMING



VICINITY MAP
1" = 200'
FOR 22x34 PRINTS

OWNER:

Bluffs Development Group, LLC
P.O. Box 551 / 984 Budge Drive
Jackson, Wyoming 83001

CIVIL ENGINEER:

Jorgensen Associates, Inc.
P.O. Box 9550 / 1315 S. HWY 89, Suite 203
Jackson, Wyoming 83002
307.733.5150

ARCHITECT:

Schopfer Associates, LLC
400 Commonwealth Ave
Boston, MA 02215
617.262.1410

SHEET INDEX

C0.1	COVER, VICINITY MAP, SHEET INDEX
C0.2	EXISTING CONDITIONS
C1.1	SITE PLAN

JORGENSEN
JACKSON, WYOMING
307.733.5150
www.jorgensenassociates.com

PROJECT TITLE:
BLUFFS DEV GROUP, LLC
DEVELOPMENT PLAN
LOT 1, CRYSTAL VALLEY ADDITION
984 BUDGE DRIVE
TOWN OF JACKSON, WYOMING

SHEET TITLE:
COVER, VICINITY MAP, SHEET INDEX

DRAFTED BY:	JK
REVIEWED BY:	AJ
PLAN VERSION	DATE
DEV PRE-APP	11/06/2019
DEV PERMIT	01/13/2020

PROJECT NUMBER
16092.04

SHEET
C0.1

\\JAC-FILE3\Jobs\A\2016\16092\16 - Civil\44 - Eng\DEV\CAD\16092-04 - DEV C0.1 Cover.dwg

KINGWILL
988 BUDGE DRIVE
PT S1/2NE1/4 SEC 32

BOHAN
LOT 6 HILLSIDE SUBDIVISION
990 BUDGE DRIVE

EXISTING DRIVEWAY/PARKING
GRAVEL AREA
+/- 15,500 SF

S80°18'25"E 456.21'

EXISTING BUILDINGS
TO BE REMOVED
(TYPICAL)

EXISTING BUILDINGS
TO BE REMOVED
(TYPICAL)

N67°38'17"E 109.28'

EXISTING OVERHEAD
POWER DISTRIBUTION LINES

EXISTING WATER SERVICE

BUDGE DRIVE

WAYBOARD, LLC
PT SW1/4NE1/4 S.32
1225 W HWY 22

N03°19'37"E 212.86'

EXISTING OVERHEAD
POWER DISTRIBUTION LINES

EXISTING OVERHEAD
POWER DISTRIBUTION LINES
AND POWER POLES

N44°34'49"E 136.04'

S89°27'13"E 165.75'

N89°18'31"W 99.77'

8" EXISTING SEWER (PRIVATE)

KOJAK, LLC
METRO PLATEAU ADDITION

HANSEN & HANSEN, LLP
ADJUSTED PARCEL B
PT S1/2NE1/4 S.32
1055 W BROADWAY

BURKES FAMILY TRUST
LOT 2 CRYSTAL VALLEY ADDITION
982 BUDGE DRIVE

0 20 40 60
SCALE: 1 INCH = 20 FEET
THIS SCALE VALID ONLY FOR 22x34 PRINTS

JORGENSEN
JACKSON, WYOMING
307.733.5150
www.jorgensenassociates.com

PROJECT TITLE:
BLUFFS DEV GROUP, LLC
DEVELOPMENT PLAN
LOT 1, CRYSTAL VALLEY ADDITION
984 BUDGE DRIVE
TOWN OF JACKSON, WYOMING

SHEET TITLE:
EXISTING CONDITIONS

DRAFTED BY:	JK
REVIEWED BY:	AJ
PLAN VERSION	DATE
DEV PRE-APP	11/06/2019
DEV PERMIT	01/13/2020

PROJECT NUMBER
16092.04

SHEET
C0.2

Plotted by AJacoll on Jan 12, 2020 - 4:44pm
Ver. 15.1
\\JAC-FILE\Jobs\A\2016\16092.04 - Crystal Valley Addition\Dwg\DEV\CAD\16092.04 - DEV C0.2 Existing Conditions.dwg

KINGWILL
988 BUDGE DRIVE
PT S1/2NE1/4 SEC 32

GENERAL NOTES:

1. ALL PROPOSED WATER AND SEWER INFRASTRUCTURE AS SHOWN SUBJECT TO CHANGE BASED ON REQUIRED PERMIT TO CONSTRUCT FROM THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY (WYDEQ).
2. ALL PROPOSED WATER AND SEWER INFRASTRUCTURE AS SHOWN SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS AND THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS.
3. ALL PROPOSED WATER AND SEWER INFRASTRUCTURE AS SHOWN SHALL BE PRIVATELY OWNED, OPERATED AND MAINTAINED FROM THE POINT OF CONNECTION. THE CONSTRUCTION OF THE ONSITE IMPROVEMENTS SHALL BE THE RESPONSIBILITY OF THE DEVELOPER.
4. COPIES OF ALL AGREEMENTS AND EASEMENTS FOR USE OF THE EXISTING PRIVATE SEWER LINE SHALL BE PROVIDED TO THE TOWN OF JACKSON PRIOR TO CONNECTION AND INSTALLATION OF IMPROVEMENTS.
5. A GRADING PERMIT IS REQUIRED FROM THE TOWN OF JACKSON FOR THE INSTALLATION OF THE COMMON UTILITIES AND SITE IMPROVEMENTS, ACCORDING TO THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS.
6. A ZONING COMPLIANCE VERIFICATION FROM THE TOWN OF JACKSON IS REQUIRED PRIOR TO DISTURBANCE OF SLOPES GREATER THAN 30%.

2' PARKING OVERHANG (TYPICAL)
PROPOSED PARKING FOR LOTS 4, 5, & AUXILLIARY WITHIN ACCESS & UTILITY EASEMENT
CABLE UTILITY POLE TO BE RELOCATED (TYP)
TOE OF SLOPE (TYPICAL)
TOP OF SLOPE (TYPICAL)
2" WATER SERVICE TO LOT DEDICATED FIRE SERVICE (TYPICAL)
SEWER MANHOLE RIM = +/- 6263.5' INVERT = +/-6259'
FLUSHING HYDRANT KUPFERLE ECLIPSE #2 OR APPROVED EQUAL
PROPOSED SNOW STORAGE DETENTION AREA +/- 400 SF
+/- 300 LF 8" SEWER LINE SLOPE = 0.5% MINIMUM
+/- 315 LF 6" WATERLINE MAINTAIN MINIMUM 7' DEPTH OF COVER
4" SANITARY SEWER SERVICE LINE TO LOT INSTALL CLEANOUT WITHIN 5' OF BUILDING (TYPICAL)
30' WIDE ACCESS & UTILITY EASEMENT
SEWER MANHOLE RIM = +/- 6265' INVERT = +/-6258'
6" WATER CONNECTION HOT TAP AND VALVE INSTALLATION BY TOJ
20' WIDE PAVED ACCESS +/- 9,000 SF
EXISTING WATER SERVICE TO BE ABANDONED
REFUSE / RECYCLING AREA +/- 350 SF
20' WIDE UTILITY EASEMENT
MAINTAIN SEPARATION BETWEEN WATER AND SEWER (TYPICAL)
CONNECTION TO EXISTING PRIVATE SEWER LINE EXISTING VAULT TO BE ABANDONED INSTALL NEW MANHOLE RIM = +/- 6263' INVERT = +/- 6257.5' VERIFY ELEVATIONS
CABLE UTILITY POLE TO BE RELOCATED (TYP)
EXISTING OVERHEAD PRIMARY POWER LINES AND POWER POLES
EXISTING TOJ WATERLINE LOCATION BASED ON RECORD INFORMATION (TYPICAL)
EXISTING 8" SEWER (PRIVATE)
PROPOSED BUILDING SETBACK (TYPICAL)
PROPOSED LOT BOUNDARY (TYPICAL)
10' ROAD SETBACK (TYPICAL)
10' SIDE SETBACK (TYPICAL)
30' TOJ UTILITY EASEMENT DOC 0956941

LOT 5 — 10,827 SF, BE 5,487 SF, FAR 3,248 SF
LOT 4 — 12,298 SF, BE 4,739 SF, FAR 3,689 SF
LOT 3 — 12,896 SF, BE 4,907 SF, FAR 3,869 SF
LOT 2 — 12,160 SF, BE 4,406 SF, FAR 3,648 SF
LOT 1 — 15,800 SF, BE 3,165 SF, FAR 4,740 SF

BOHAN
LOT 6 HILLSIDE SUBDIVISION
990 BUDGE DRIVE

WAYBOARD, LLC
PT SW1/4NE1/4 S.32
1225 W HWY 22

KOJAK, LLC
METRO PLATEAU ADDITION

HANSEN & HANSEN, LLP
ADJUSTED PARCEL B
PT S1/2NE1/4 S.32
1055 W BROADWAY

ADAMS
LOT 2 CRYSTAL VALLEY ADDITION
982 BUDGE DRIVE

BUDGE DRIVE

SCALE: 1 INCH = 20 FEET
THIS SCALE VALID ONLY FOR 22x34 PRINTS

– PRELIMINARY –
SUBJECT TO CORRECTION AND APPROVAL

JORGENSEN
JACKSON, WYOMING
307.733.5150
www.jorgensenassociates.com

PROJECT TITLE:
BLUFFS DEV GROUP, LLC
DEVELOPMENT PLAN
LOT 1, CRYSTAL VALLEY ADDITION
984 BUDGE DRIVE
TOWN OF JACKSON, WYOMING

SHEET TITLE:
SITE PLAN

DRAFTED BY:	JK
REVIEWED BY:	AJ
PLAN VERSION	DATE
DEV PRE-APP	11/06/2019
DEV PERMIT	01/13/2020
DEV PERMIT V2	04/06/2020

PROJECT NUMBER
16092.04

SHEET
C1.1

SECTION 5 – SUPPORTING INFORMATION

- **5.1 Slope Stability Analysis Report**
- **5.2 Geotechnical Engineering Report**
- **5.3 Water/Sewer Demands**
- **5.4 Comprehensive Plan: District 4.2 Northern Hillside**

JORGENSEN GEOTECHNICAL, LLC

PO Box 9550 · 1315 HWY 89 S., Suite 201
Jackson, WY 83002
PH: 307.733.5150
www.jorgeng.com

March 10, 2017

Mr. Dennis Callaghan
45 River Avenue
Monmouth Beach, NJ 07750

RE: PRELIMINARY SLOPE STABILITY ANALYSIS, 984 BUDGE DRIVE, JACKSON, WYOMING

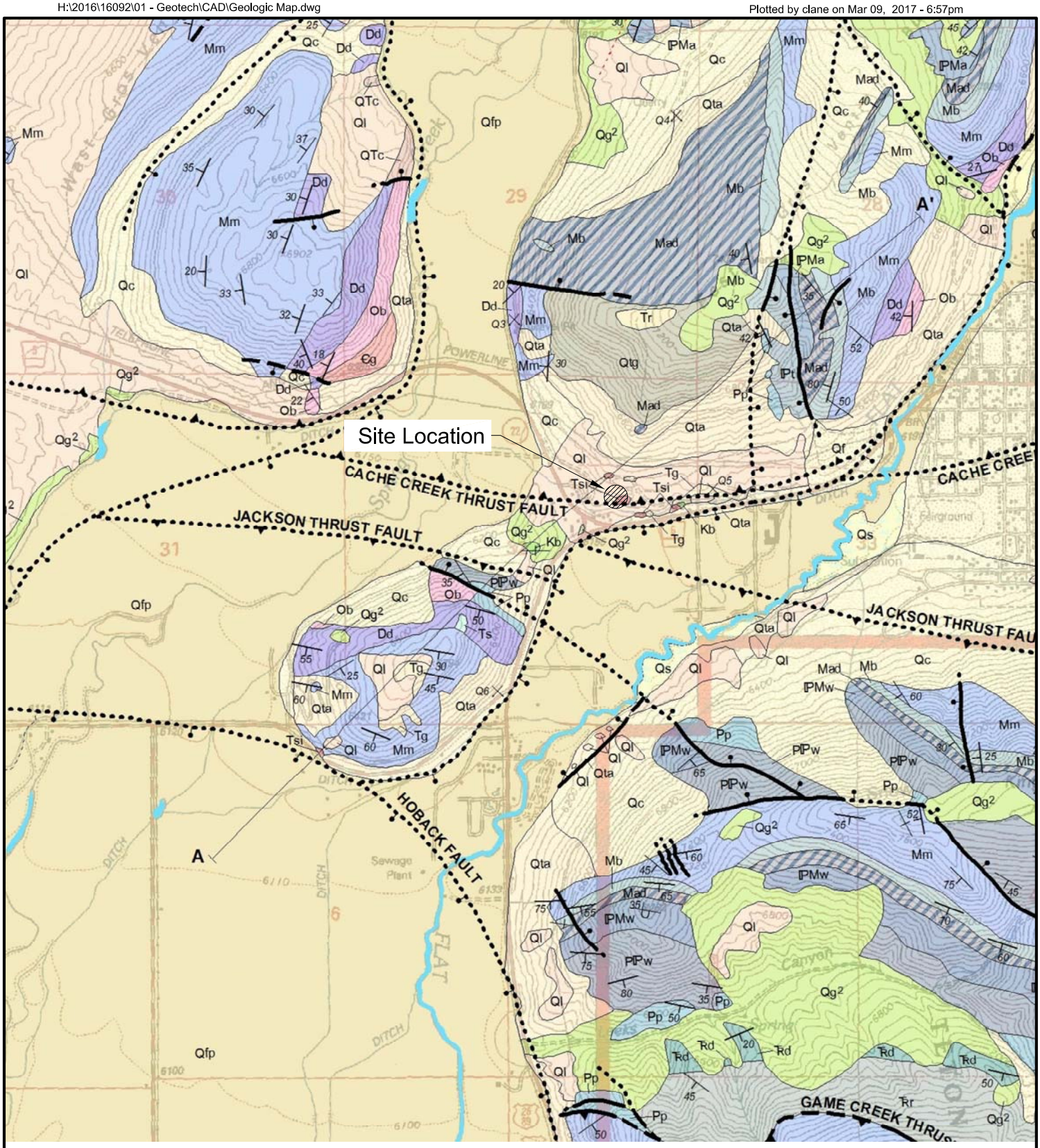
Dear Mr. Callaghan:

At your request, we have performed a preliminary slope stability analysis for the proposed residential development located at 984 Budge Drive in Jackson, Wyoming. This letter briefly summarizes our procedure and presents our recommendations for the project. In summary, the preliminary modeling indicates the slope is likely to be stable and there is relatively low risk of destabilizing the slope with the proposed development. Please note, however, **this analysis does not constitute an appropriate level of effort to support final development design; additional investigation and analysis is necessary.**

This preliminary modeling effort relies on our experience and knowledge of nearby sites. However, the toe of East Gros Ventre Butte is a very complex geologic area (Figure 1), with subsurface conditions varying dramatically over short distances. **A site specific geotechnical investigation is required to better characterize the underlying subsurface conditions.** The purpose of additional investigation is to reduce uncertainty related to depth and lateral extent of weak soil layers (i.e., anticipated failure planes), soil parameters of underlying soils (i.e., shear strength and unit weight), and seasonal high groundwater levels. We are happy to provide a scope of work for such an investigation and analysis at your request.

Site Description

The project site is located in Jackson, Wyoming, near the intersection of West Broadway Avenue and Budge drive at the southwestern toe of East Gros Ventre Butte. The property covers 1.47 acres and is composed of a relatively flat, man-made platform at an approximate elevation of 6,265-feet and slopes greater than 30% which descend to the south to an approximate elevation of 6,220 feet at the property's southern boundary. Currently several trailers occupy the property. The trailers will be removed prior to the proposed development, which preliminary plans indicate will comprise several modular structures placed on a typical foundation system. The remaining area of the graded platform is an aggregate-surfaced parking area.



0 2000 4000

SCALE: 1 INCH = 2000 FEET

THIS SCALE VALID ONLY FOR 8.5x11 PRINTS

Map symbols:

Ql - Loess

Qta - Talus

Tsi - Shooting Iron Formation

Qc- Colluvium

Tg - Gray Basalt

From Love, J.D., 2003, Geologic Map of the Jackson Quad, Teton County, Wyoming Map LMS-9

DRAFTED BY: MW REVIEWED BY: CL PROJECT NUMBER 16092	SHEET TITLE: Figure 1 Site Location and Geologic Map	PROJECT TITLE: Preliminary Stability Analysis 984 Budge Drive Teton County, Wyoming	JORGENSEN Geotechnical, LLC 307-733-5150 www.jorgeng.com

Geologic Conditions

The property is found on the Geologic Map of the Jackson Quadrangle (Love and Albee, 1972; Love, 2003), shown on Figure 1. The map shows the location of surface deposits, bedrock units, and geologic structures (i.e., faults and folds). The project site is shown on the map in an area mapped as Quaternary-age windblown deposits called loess (Ql). Loess was deposited following the retreat of glacial ice, usually "blanketing" the ancient ground surface and obscuring the underlying topography. Underlying units include glacial outwash terraces (Qtg), talus (Qta), or Tertiary-age clay and silt lake beds described in geologic maps as the Shooting Iron Formation (Tsi). Please be aware the West Broadway Landslide east of the site has demonstrated that actual geology is more complex than indicated by Love's map.

Drilling on this and nearby properties observed stiff clay lakebeds immediately underlying fill placed during property improvements. Stony colluvium, with limestone and basalt clasts, underlies these stiff clays. Deep-seated, fine-grained lake bed deposits observed during site investigations on nearby properties, including the West Broadway Landslide (Landslide Technology, 2014), could present a risk of slope instability. Two distinct bands of lakebeds have been incorporated into the preliminary model at elevations between 3,180-ft and 3,190-ft (referred to as "Silty Lakebeds") and 3,150-ft and 3,160-ft (referred to as "Clayey Lakebeds"). These lake beds may not extend under the slope as far as the model indicates. However, we have chosen to model subsurface conditions in this manner as it presents a conservative assessment of existing slope stability.

Stability Analysis Methodology

The following methodology was performed in order to develop each modeled cross-section:

1. **Analyses:** Slope stability analyses were performed using the SLOPE/W stability module of GeoStudio 2012 version 8.15.1.11236, produced by GEO-SLOPE International, Ltd. The Morgenstern-Price limit equilibrium method, which takes into consideration moment and force equilibrium, was used to analyze slope stability.
2. **Geometry:** Locations of the modeled cross-sections, chosen to be representative of the site's slope geometry, are shown on Figure 2. Figures 3, 4, and 5 (attached to this letter) show the modeled external and internal geometry.

   External geometry (i.e., ground surface) of the cross-section was developed using Teton County LiDAR topographic data produced in 2015 and historic aerial photography from the Teton County GIS website. Historic aerial photography indicates the flat area where the trailers are located was constructed in the 1960s. The flat area appears to have been constructed using cut and fill techniques, meaning the fill would be recycled native soil (i.e., loess or colluvium).

   Internal geometry (i.e., subsurface conditions) is limited by our understanding of the subsurface conditions at the site. For this preliminary analysis, we projected conditions



DRAFTED BY:	HC
REVIEWED BY:	CHL
PROJECT NUMBER	16092

SHEET TITLE:
Fgure 2
Cross Section Location Map

PROJECT TITLE:
Preliminary Slope Stability Analysis
984 Budge Drive
Jackson, Woming

JORGENSEN
Geotechnical, LLC
307-733-5150 www.jorgeng.com

from geotechnical investigations of adjacent properties. Modeled lakebeds are assumed to be horizontal and little geological movement is believed to have occurred since Tertiary time. However, borings placed on this and neighboring properties to the northwest did not reach far enough into the fill or native material to determine the nature of deep geological contacts. As mentioned above, lake beds are not anticipated to extend as far into the slope (i.e., north or northeast) as has been modeled, but this allows for a conservative analysis appropriate for preliminary modeling.

Slip surfaces were developed using a "Block Specified" approach. In this model, the left and right "blocks" were constrained to the modeled clay and silt lakebeds to examine translational failure along the lakebed deposits, assumed to be the critical mechanism of global stability. The program creates hundreds of slip surfaces by connecting points of the blocks and selects a Critical Slip Surface, or the one with the lowest Factor of Safety (FS). FS is the ratio of forces/moments resisting slope failure divided by forces/moments tending to cause failure. A FS of 1.0 indicates imminent slope failure, while FS < 1.0 implies failure and FS > 1.0 implies stability.

3. **Materials:** Effective stress shear strength parameters pertaining to a Mohr-Coulomb strength model were estimated for the site soils. Table 1 shows soil parameters used in the stability analysis. Soil shear strength consists of two parameters: cohesion (c'), which expresses the shear strength at zero overburden pressure, and friction angle (φ'), which expresses the relationship between overburden pressure and shear strength. For this model, we have assumed each material is cohesionless. In mathematical terms, the shear strength (τ') increases at a slope of tan(φ') with overburden stress (σ') beginning at the origin.

   Lakebeds along the base of East Gros Ventre Butte are likely composed of layers of silt and clay. Failure, should it occur, is assumed to follow the lakebeds. Strength of the lakebeds was estimated using correlations between the soil's plasticity index (PI) and peak (Ladd et al, 1977) or residual (Voight, 1973) strength. Where possible, these correlations were compared to results of shear strength testing performed on samples collected on nearby sites. Based on index testing of nearby soil samples, PI values of lakebed deposits are in the range of 25 to 30.

   Residual strength results from strain-softening behavior; i.e., soils become weaker with shearing (as in the case of slope movement) decreasing from peak strength to residual strength. Reduced shear strength usually occurs only in soils that have been previously sheared while undisturbed soils typically exist at peak strength. Unless the slope is known to have previously moved, it is appropriate to use the peak strength. We have chosen to bracket the slope stability by determining FS with peak strength (upper bound) and residual strength (lower bound) of the lakebeds to account for the possibility of strain-softening by ancient slope movement.

Table 1: Soil Parameters Used in Stability Analyses

Layer Name	Unit Weight (pcf)	Cohesion (c',psf)	Friction Angle* (φ', degrees)
LOESS	110	0	31
STIFF CLAY LAKEBEDS	120	0	30.9
STONY COLLUVIUM	130	0	30
SILT LAKEBEDS – PEAK STRENGTH	120	0	36
SILT LAKEBEDS – RESIDUAL STRENGTH	120	0	30.4
CLAY LAKEBEDS – PEAK STRENGTH	124	0	30
CLAY LAKEBEDS – RESIDUAL STRENGTH	124	0	18

* Friction angles were reduced by 20% in seismic analyses to account for increased pore water pressures during dynamic, earthquake-induced ground shaking (Hynes-Griffin and Franklin, 1984).

4. **Phreatic Surface:** Measurements at the nearby West Broadway Landslide indicate groundwater surface elevations of approximately 3,161-ft beneath the main slide block during June 2014. Back analysis of the landslide based on rates of movement in April 2014 estimated groundwater elevations to be 25-30 feet higher during spring runoff conditions (Landslide Technology, 2014a).

   A phreatic surface has been applied to the models in order to account for static pore water pressures. In static analyses, a higher phreatic surface representing seasonal high levels was used. In seismic analyses, the models use a lower phreatic surface considered to represent conditions during most of the year. It is statistically unlikely that high groundwater will occur at the same time as a design earthquake event, and normal practice does not impose two sets of extreme conditions (i.e., peak water pressure plus a design earthquake) on a single model.

   A future site investigation will install vibrating wire piezometers to measure seasonal groundwater fluctuations at the site, which will be used to update the stability models.

5. **Seismicity:** The site (Latitude: N 43.475°, Longitude: W 110.787°) is in an area of moderate seismic activity. Online tools exist to select a site specific PGA for the CSES facilities (USGS, 2014). These are based on USGS seismic hazard maps published in 2008, which form the basis of seismic loads for the ASCE 7-10 Minimum Design Loads for Buildings and Other Structures. The site specific PGA with 10% probability of exceedance in 50-years of 0.19g, where "g" is the acceleration due to gravity.

   Seismicity has been incorporated into the model using a pseudo-static approach where inertial forces from seismic accelerations are applied statically to the model. Seismic loads have been applied to the critical slip surface determined by static analysis for each cross-section as is it assumed to be the most stressed region within the slope (Abramson et al., 2002). The forces from earthquake-induced ground shaking are assumed to be proportional to the weight of the sliding mass times a horizontal seismic coefficient k_h. A

seismic coefficient of k_h = 0.1g, or ½PGA, has been used in this assessment with a 20% reduction in the shear strength of soil materials (Hynes-Griffin and Franklin, 1984).

6. **Building Loads**: Due to the number of construction variables at this point in design and uncertainties involved in the preliminary model, we decided not to include building loads, which are typically small compared to soil pressures. Loads from site grading are estimated to be minimal. Foundations constructed on the upper bench may actually result in a net reduction of driving force, increasing the FS with respect to slope stability.

Stability Analysis Results

Results of the preliminary stability analyses are shown in Table 2. FS values are above those generally accepted by engineering practice for slope stability (FS ≥ 1.5 for static and FS ≥ 1.1 for seismic). Please note these are values based on soil shear strength data estimated by extrapolating soil data from nearby sites. Laboratory testing of site soils sampled in a geotechnical site investigation will reduce uncertainty related to soil parameters.

Table 2: Summary of Stability Analyses Results

Cross-Section	Analysis Condition	Soil Strength Condition	Modeled Factor of Safety
A-A’	Static	Peak	3.12
		Residual	1.99
	Seismic	Peak	2.66
		Residual	1.72
B-B’	Static	Peak	2.35
		Residual	1.57
	Seismic	Peak	1.93
		Residual	1.32
C-C’	Static	Peak	2.13
		Residual	1.50
	Seismic	Peak	1.74
		Residual	1.24

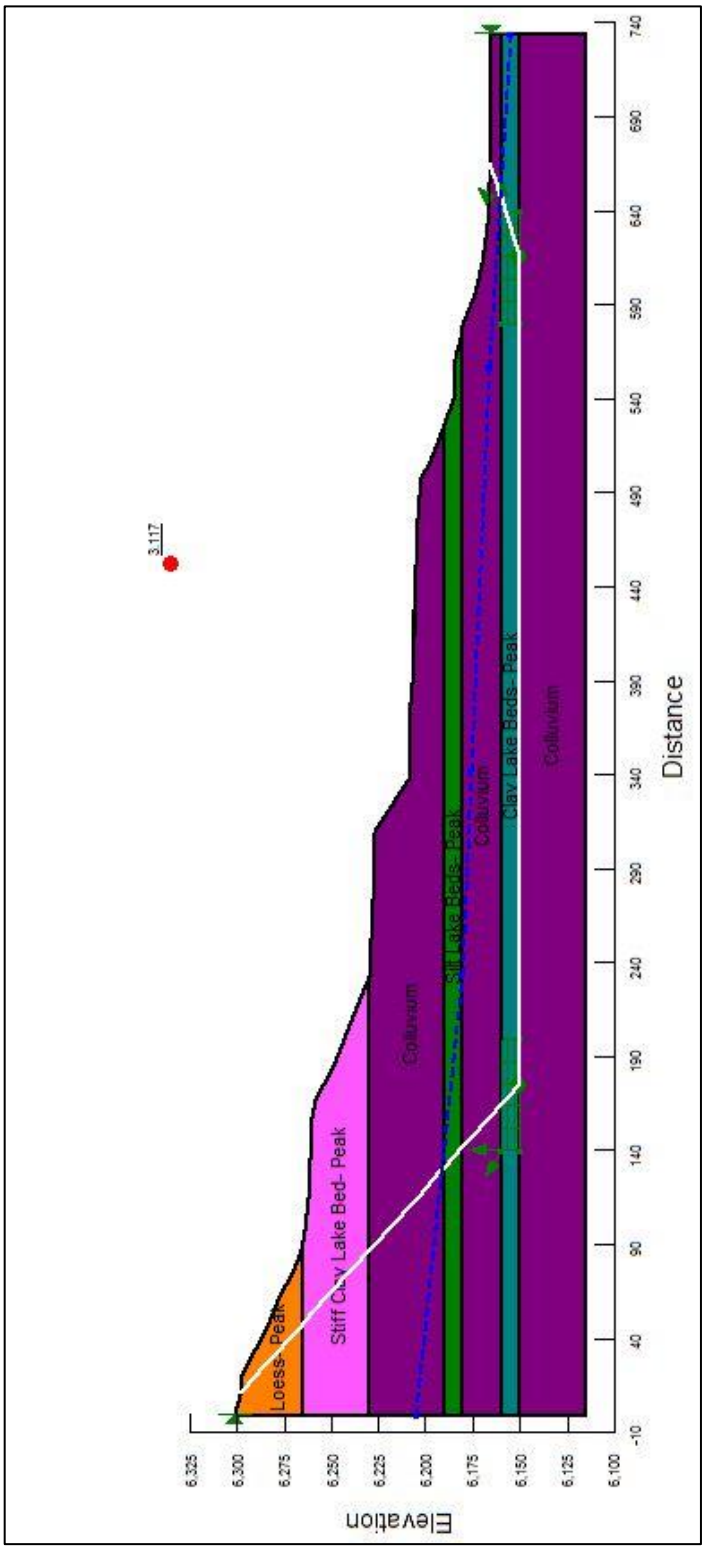


Figure 3: Cross-Section A-A'

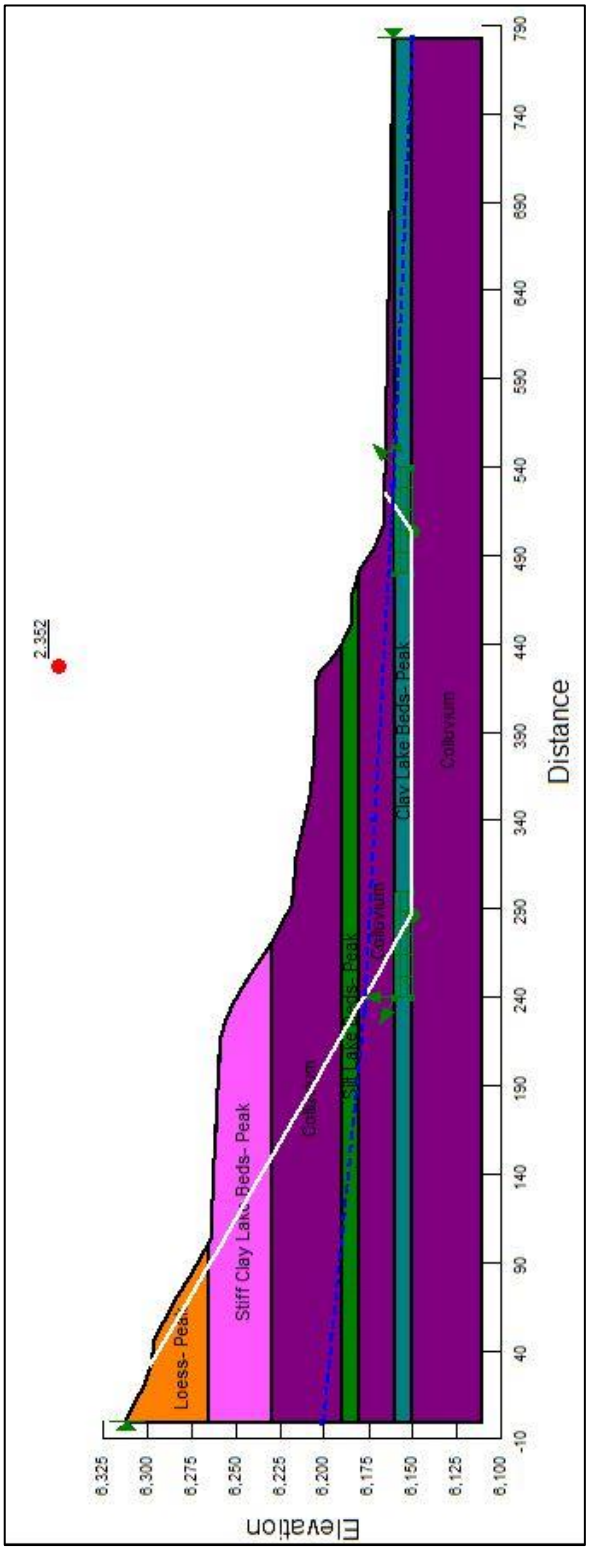


Figure 4: Cross-Section B-B'

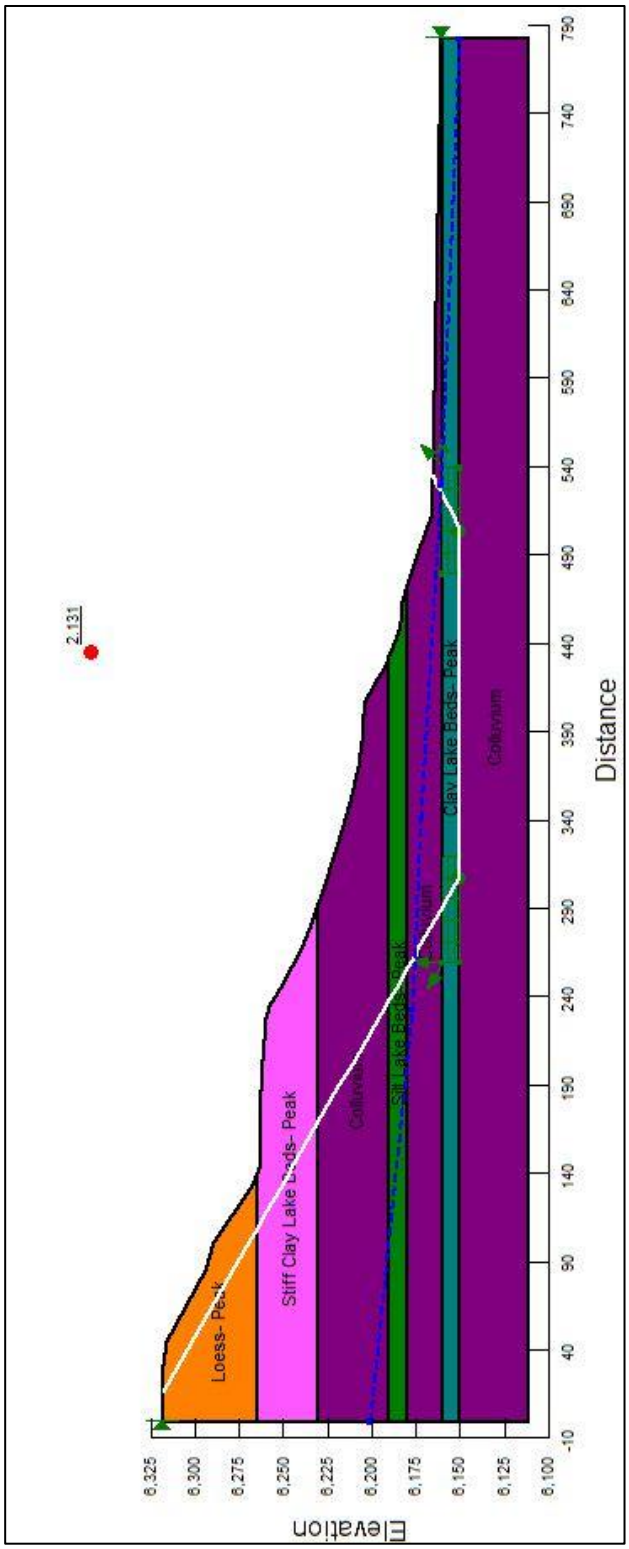


Figure 5: Cross-Section C-C'

Limitations

This report has been prepared based on a very limited amount of data. At this point, geotechnical uncertainties exist and actual site conditions may vary considerably from the assumptions made in these analyses. Nearby slope instability warrants approaching construction on this site with great care.

Site specific investigation, laboratory testing, and modeling shall be performed before final development and design. Stability analyses are dependent upon a number of conditions including, but not limited to: slope geometry, construction methods, building loads, runoff and other water features, etc. Changes in design and construction of the proposed development could dramatically change the inputs to the model. As such, recommendations in this letter and future stability analysis are contingent upon our involvement for the duration of the project.

These services have been performed in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in this area under similar conditions. No other warranty is made or implied.

If you have any questions about this report, or if we may provide other services to you, please contact us. As the project progresses, we will be available to answer questions.

Respectfully submitted,

JORGENSEN GEOTECHNICAL, LLC

Colter H. Lane, P.E., M.S.

Reviewed by:

Professional Engineer (Civil) RAYLEY R. WOMACK 4958 Date WYOMING

3/10/2017

Ray Womack, P.E., P.G.

References:

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April 23, 2018

Mr. Dennis Callaghan
Callaghan Partners
45 River Avenue
Monmouth Beach, NJ 07750

RE: GEOTECHNICAL ENGINEERING REPORT, 984 BUDGE DRIVE, JACKSON, WYOMING
PROJECT NO: 16092

Dear Dennis,

We are pleased to present this Geotechnical Engineering Report for 984 Budge Drive located in Jackson, Wyoming. The report describes site conditions and presents conclusions and recommendations to support the design and construction of foundation and drainage elements typically associated with residential construction.

In summary, there are two primary geotechnical hazards at the site. First, the southern portion of the site is covered by a combination of loose fill, and a loess and colluvium mixture, both of which are susceptible to settlement or collapse when inundated with water under load. Secondly, the northern portion of the site is underlain by potentially expansive lean clay lake beds. In order to reduce the potential for both settlement and swell, we recommend utilizing deep foundation elements such as helical piers. A structural floor slab is also recommended to further reduce the risk of distress due to differential settlement and/or swell. Moisture-sensitive soils require foundation drainage and careful management of surface water (i.e., adequate grading).

If you have any questions about this report, or if we may provide other services to you, please contact us. As the project progresses, we will be available to answer questions.

Respectfully submitted,

JORGENSEN GEOTECHNICAL, LLC

Harrison W. Carter, E.I.

Colter H. Lane, P.E.

GEOTECHNICAL ENGINEERING REPORT
984 BUDGE DRIVE
JACKSON, WYOMING



Prepared for:

Mr. Dennis Callaghan
Callaghan Partners
45 River Avenue
Monmouth Beach, NJ 07750

Prepared by:

JORGENSEN GEOTECHNICAL, LLC

PO Box 9550
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Professional Engineer
COLTER H. LANE
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Date 04/23/2019
WYOMING

April 23, 2019

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1.0 INTRODUCTION

The project site is situated on a 1.47 acre parcel located at 984 Budge in Jackson, Wyoming, on the lower southwestern flank of East Gros Ventre Butte, approximately 500 feet north of West Broadway Avenue/Highway 89 and approximately 1,200 feet west of the West Broadway Landslide (WBL), as shown in Figure 1. Due to the project's close proximity and concerns of similar geology as the WBL, a slope stability analysis commissioned by Mr. Dennis Callaghan was conducted by Jorgensen Geotechnical during Summer 2017. The analyses indicated the site was stable under static and seismic conditions. The results of the slope stability analysis are summarized in Section 3.1.

A brief review of historic mapping and aerial imagery indicated the "benched" topography of the project site is not a result of natural soil and rock deposition, but a result of the development of the building pad using a cut and fill method. The cut and fill method appears to have created the slopes above and below the building site that are steeper than the original ground surface. The aerial imagery shows excavation of the building pad began sometime between 1955 and 1967 and was expanded to its current state by 1977. Specific construction means and methods used to construct the building pad are unknown.

Figure 1 is a generalized geologic map showing the approximate location of the project site adapted from the Geologic Map of the Grand Teton Nation Park (Love, et al. 1992), which shows the location and type of surface deposits, bedrock units, and geologic structures (i.e., faults and rock orientations). The map shows the project site is partially covered by Quaternary loess deposits (Ql) and lacustrine deposits of the Shooting Iron formation (Tsi) outcropping in the immediate vicinity. The map also shows the site is surrounded by gravity deposits, colluvium (Qc) and talus (Qt).

No free water was observed during the 2017 field work in any of the five boreholes. One vibrating wire piezometer was installed in the bottom of boring JG-3 at a depth of 120-ft-4-inches below the existing ground surface, corresponding to an approximate elevation of 6,143-ft above mean sea level (AMSL). Measurements of the piezometer during the spring runoff season indicated dry conditions. A perched groundwater table was discovered in boring JG-1 at an approximate elevation of 6,183-ft AMSL. The water was observed within a fine-grained lacustrine deposit, while the sand and gravel alluvial deposits below were observed to become drier with depth, further indicating the water was confined to the fine-grained lacustrine deposit and did not represent the groundwater table associated with the valley floor.

Additional detailed descriptions of site conditions including history, geology, soil conditions, and groundwater are included in the 2017 Subsurface Exploration and Slope Stability Analysis Report. Generalized geologic cross-sections and borehole logs are also presented in the 2017 Report. We recommend these reports be stored and transmitted together in future project documents.

2.0 PROPOSED CONSTRUCTION

At the time of this report, preliminary site plans for the project were not available, though it is assumed future plans include subdividing the property into five separate lots, as shown in Figure 2. Details regarding the type and size of the structures to be built on the lots are unknown at this time, though it is assumed they will be single family residential structures. Helical pier test probe locations were concentrated to the eastern portion of the lot to accommodate a former construction schedule (further discussed in Section 6.4.1). Although the recommendations presented in the Report apply to the entire building pad, it is highly recommended test probes be installed prior to the design and construction of structures west of the test piers installed in April 2019.

3.0 REPORT METHODOLOGY

3.1 Summary of Previous Subsurface Exploration

The subsurface data collected during the 2017 investigation were used in conjunction with the helical pier test probe (test pier) results to draw conclusions and present recommendations for foundation and drainage elements presented in this Report. During the 2017 field work, a total of five boreholes ranging from 31 to 121-feet in depth were drilled and sampled. Borehole locations are shown in Figure 2. Standard penetration tests (SPT) were recorded and samples were obtained from all borings at 5-foot intervals. Relatively undisturbed samples of fine-grained soils were obtained using thin-walled Shelby tubes. An extensive laboratory testing program was conducted on select samples. Laboratory tests included natural moisture contents, percent fines (i.e., soils passing the #200 sieve), mechanical hydrometer to determine percent silt and percent clay, undisturbed unit weights, direct shear tests, as well as consolidation and swell tests. The results of the slope stability analysis, with applied surcharge loads at the southern edge of the building pad to represent potential structures, indicated the site is stable with factors of safety exceeding those generally accepted in engineering practice.

Soils observed during the slope stability analysis field work consisted mainly of lacustrine deposits (i.e., lake beds), loess, colluvium, stony alluvial deposits at depth, and a loess/colluvium mixture. Surface soils along the southern edge of the building pad encountered in borehole JG-4 are assumed to be loose fill derived from the steep cut slope to the north and consist mainly of loess. Soils underlying the loess fill are a colluvium and loess mixture as well as alluvial fan soils at depth. Lake beds were discovered at the surface in boreholes JG-3 and JG-5 and extended to at least 121-feet below the surface of the existing driveway and parking lot along the northern portion of the project site.

Loess is known to be highly susceptible to hydro-consolidation (sudden collapse upon wetting) when saturated under loads commonly associated with typical residential construction. Laboratory tests conducted on samples collected during summer 2017 show the lake bed deposits have the potential to swell when saturated. The primary geotechnical concerns are the collapse potential of the loess and the swell/heave potential of the lacustrine deposits. We

recommend utilizing a structural slab and grade beam foundation walls supported by deep foundation elements to reduce the risk of differential settlement. A recommended foundation system is discussed further in Section 7.1.

3.2 Helical Pier Test Probe Methodology

The purposes of helical pier test probes are to determine an anticipated design capacity, as well as the helix configuration and the depth necessary to achieve it most economically. Helical pier test probes consist of a single eight-inch, or an eight-inch and ten-inch helix combination attached to a lead section. During the installation of the test probes, the applied torque is displayed on a digital gauge and documented by the engineer on site. The theoretical torque of different helix configurations (i.e., 10-inch, an 8 and 10-inch, and 8, 10, and 12-inch, etc.) can be calculated using the measured torques using a proportional surface area formula, as suggested by Pack (2009).

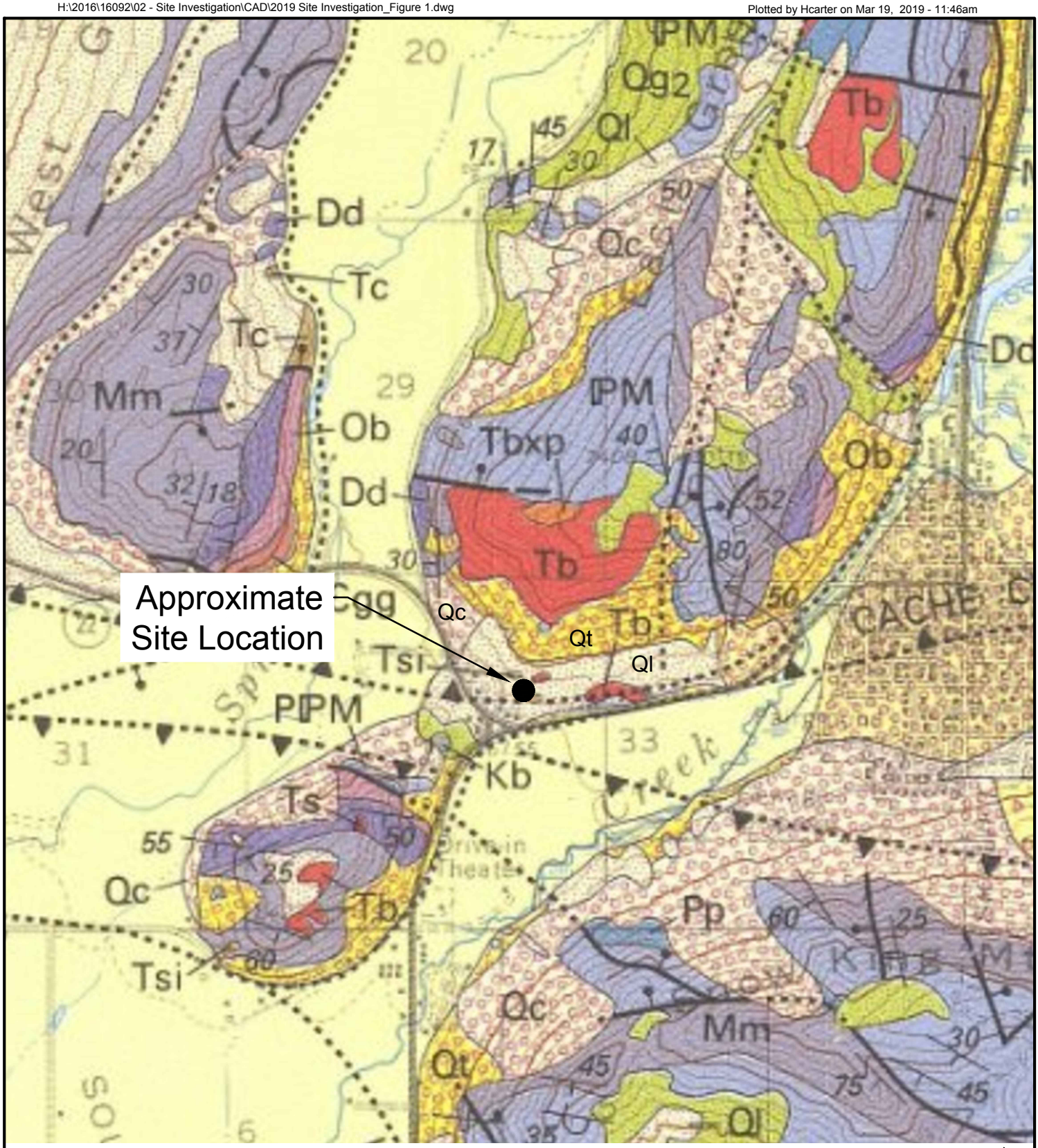
Ultimate capacity of the piers is related to the torque by an "empirical installation torque coefficient", or k_t. The measured torque is multiplied by k_t in order to determine the *ultimate* capacity of the pier. A factor of safety (FS) is then applied to the ultimate capacity of the pier to determine the *design* capacity. If a site specific k_t value is not determined, the product manufacturer should be consulted when choosing a specific installation torque coefficient as torque coefficients range from 7 to 18 ft^{-1}, depending on shape and size (Pack, 2009). In the case of a 1-3/4" solid square shaft, available literature suggests using a k_t value of 10. Equations showing the relationship between torque, ultimate capacity, and allowable load are shown below:

$$Q_u=Q_{Design}(FS) \qquad Q_u=k_t(T)$$

Our experience with helical piers installed in similar soils in the Jackson Hole area indicate the theoretical k_t value of 10 suggested in the available literature may be slightly overestimated. Ultimate capacities have been determined by JG using the Davisson Method in the past by conducting verification tests in both compression and tension. The ultimate capacities ascertained from the field tests were then compared to the recorded installation torques of the piers in order to back-calculate a k_t value. The average k_t value for both compression and tension was calculated to be approximately 7.5. Experience has shown the k_t values can vary from site to site, as well as within a particular site depending on the variability of soil conditions. Due to the variability between the theoretical and the calculated k_t values, two tensile verification tests were conducted during the helical pier test probe installation at the project site.

3.3 Report Preparation

This report includes the geological site conditions, a site location and geologic map (Figure 1), helical pier test probe results, and the verification test results. This report provides engineering analyses and recommendations for the design and construction of foundation and drainage elements for the entire building pad that occupies 984 Budge Drive (Parcel Identification Number 22-41-16-32-1-07-001) as of April, 2019.



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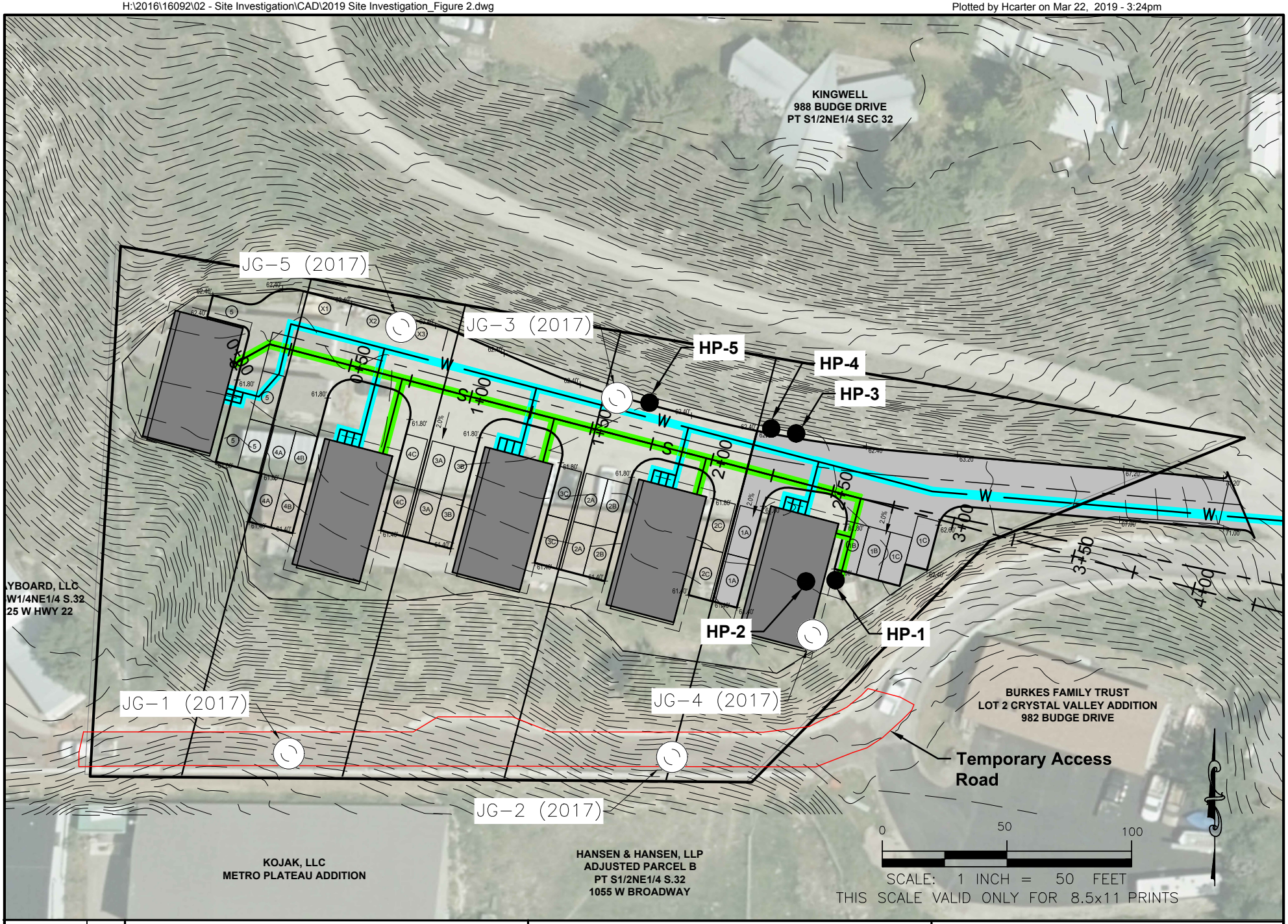
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THIS SCALE VALID ONLY FOR 8.5x11 PRINTS

From Love et al, 1992, Geologic Map of the Grand Teton National Park, Teton County, Wyoming Map I-2031

Map symbols: Qc - Colluvium Ql - Loess Qt - Talus
Tsi - Shooting Iron Tb - Basalt

DRAFTED BY: HC REVIEWED BY: CHL PROJECT NUMBER 16092	SHEET TITLE: Figure 1 Site Location and Geologic Map	PROJECT TITLE: Geotechnical Site Investigation 984 Budge Drive Jackson, Wyoming	JORGENSEN Geotechnical, LLC 307-733-5150 www.jorgeng.com



DRAFTED BY:	HC
REVIEWED BY:	CHL
PROJECT NUMBER	16092

SHEET TITLE:
Figure 2
Helical Pier Test Probe and
Borehole Location Map

PROJECT TITLE:
Geotechnical Site Investigation
984 Budge Drive
Jackson, Wyoming

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Geotechnical, LLC
307-733-5150 www.jorgeng.com

4.0 EARTHQUAKES AND SEISMICITY

Jackson Hole is located within the Intermountain Seismic Belt, a zone of seismicity that extends from southern Utah through eastern Idaho, western Montana, and western Wyoming (Smith and Arabasz, 1991). The Teton Fault, located along the eastern margin of the Teton Range about 10 miles northwest of the project site, is considered an important structural element of the Intermountain Seismic Belt. Predicted recurrence intervals for maximum credible earthquakes have passed for most of the fault systems capable of generating magnitude 7.5 events in western Wyoming (Case, 1997), implying the risk of major earthquakes is relatively high.

Ground motion accelerations should be derived for the project site in accordance with the general procedure defined in the International Building Code (IBC). The IBC references ASCE 7-10 to determine the ground motion accelerations. The site class is determined by the soil characteristics in the top 100 feet of the soil profile. Based on subsurface exploration, geologic mapping, and our experience in the area, the site may be classified as Site Class D (Stiff Soils). For your convenience, a Seismic Design Map Summary Report was produced assuming a risk category of II and is attached in Appendix A. This report presents design ground motion for structural design. Results of the ASCE 7-10 design values indicate the site is classified as Seismic Design Category D.

The site is in an area of moderate seismic activity. The current horizontal peak ground acceleration (PGA) with 10% probability of exceedance in 50-years is approximately 0.23g, according to the USGS Unified Hazard Tool (USGS, 2014). This has been applied in this report for analysis of seismic lateral loading on retaining walls, see Section 6.3.

The provisions of the IBC are intended to provide uniform levels of performance for structures, depending on their occupancy and use and the risk inherent to their failure. The approach adopted in the IBC is intended to provide a uniform margin of safety against collapse at the design ground motion. The design earthquake ground motion is selected at a ground shaking level that is 2/3 of the maximum considered earthquake (MCE) ground motion, which has a likelihood of exceedance of 2 percent in 50 years (a return period of about 2,500 years). The owner should be aware that the IBC is not intended to prevent damage or loss of function during a major earthquake; it is intended to reduce the risk of loss of life. Structural design should follow the level of risk tolerable to the owner.

5.0 GEOLOGICAL AND GEOTECHNICAL HAZARDS

In our opinion, the greatest geo-hazard at this site is the possibility of differential settlement. Differential settlement at the project site is likely to occur without the proper foundation system and subgrade preparation due to the presence of both potentially collapsible *and* expansive soils. Deep foundation elements are recommended as the preferred foundation system (Section 7.1). Due to the seismic activity in the Jackson Hole area, though small, several risks associated with seismic activity are present and are further discussed below.

5.1 Collapsible Soils

Loess deposits, which, as summarized in Section 3.0, are potentially subject to collapse when inundated with water. Collapse settlement tends to occur locally, as a result of unusual moisture events, such as broken sprinkler lines, broken water service lines, or concentration of surface water adjacent to foundations due to poor surface runoff control. Development and maintenance of this property requires careful construction and management of water. Loose, loess-derived fill along the southern portion of the project site has collapse potential, as well.

5.2 Expansive Soils

A consolidation test conducted on a sample from JG-3, indicated the lacustrine deposits encountered on the northern portion of the building pad have expansion potential when saturated. The lacustrine clays exhibited a volumetric expansion potential of 1.6% under a confining pressure of 500 psf and a swell pressure of approximately 2,400 psf. The risk of soil swelling can be mitigated using careful surface runoff control and drainage. As with the collapsible soils, development and maintenance of this property will require careful construction and management of water.

5.3 Seismic Hazards

Due to the location and geologic setting of the proposed project site, several hazards associated with seismic activity exist, though, in our opinion, represent a slim margin of occurrence. Although the project site is located on a steep slope located approximately 1,200 feet from an existing landslide, our extensive subsurface investigation and subsequent analyses in 2017 indicates the site is stable under design seismic conditions. The risk of liquefaction is low due to the observed density (i.e., high SPT blow counts) of subsurface soils, gravel content, and lack of an observed water table within the sand layers. The distance from any Quaternary faults indicates surface rupture at the project site is unlikely to occur. The owner should be aware that in the event of a large magnitude earthquake, strong ground shaking and ground cracking could potentially cause damage to structures (Smith et al., 1993). The owners may wish to consider the option of carrying earthquake insurance in addition to homeowner's insurance.

6.0 ENGINEERING ANALYSIS

6.1 Settlement

Test results conducted on loess samples collected from the Jackson Hole area show a possible volumetric collapse of up to 20%, though the average collapse potential is understood to be around 6-8%. If a 5-ft layer of loess were to become saturated, settlement on the order of 3-5 inches might be expected, which is likely to damage any structures bearing on the loess. In our opinion, it should be assumed all loess encountered at the site is collapsible and should be dealt with accordingly. Foundation system recommendations to reduce the risk of damage due to soil collapse are presented in Section 7.1. Subgrade preparation under interior and exterior slabs to improve slab performance is described in Sections 7.5 and 7.6, respectively.

Based on our experience with similar deposits in the Jackson Hole area, the stony alluvial fan deposits underlying the loess encountered by two of the helical pier test probes will serve as an adequate bearing layer for deep foundation elements and is not expected to experience significant settlement (i.e., greater than 1-inch total settlement or 0.5-inches of differential settlement). Stiff lakebed clays are also predicted to support deep foundation elements without significant settlement, provided the deep foundation system is installed to sufficient depth below the soil's active zone.

6.2 Swell

As mentioned in Section 5.2, one consolidation test conducted on an undisturbed sample of lacustrine soils collected from borehole JG-3 in May 2017 indicated the soils may swell when saturated. The consolidation test indicated the soils have a volumetric expansion potential of 1.6% exhibiting a maximum swell pressure of 2,436 pounds per square feet (psf). If a 5-ft layer of the lacustrine were to become saturated, expansion of approximately 1-inch could be expected, which is likely to damage any structures bearing on the lacustrine clay. This is of particular concern where only portions of the structures may be underlain by swelling soils as the heave would be entirely differential across the structure.

6.3 Lateral Pressures

Lateral pressures were calculated using methods suggested by Bowles (1996). Lateral pressures were calculated for at-rest, active, and passive conditions and presented in Table 6-1. Values in the table assume a level ground surface adjacent to basement walls and retaining structures. We have assumed a mixture of native loess and colluvium will be used as exterior backfill, which has an estimated internal friction angle of 30° and a unit weight of 130 pounds per cubic foot (pcf).

Table 6-1: Lateral Pressure Parameters for Loess and Colluvium Mixture

Condition	Coefficient of Earth Pressures	γK (equivalent fluid pressure)
Static Conditions		
Level Backfill	$K_o = 0.50$	65 pcf
	$K_a = 0.33$	43 pcf
	$K_p = 3.00$	390 pcf
Earthquake Conditions		
Level Backfill	$K_{ae} = 0.41$	53 pcf
	$K_{pe} = 2.79$	363 pcf

6.3.1 Active Pressures

For lateral pressure design of retaining walls, which are allowed to deflect and develop an active soil wedge, the calculated equivalent fluid pressure (γK_a) is 43 pcf. This pressure distribution would be equivalent to a force of approximately $21.5H^2$ pounds per horizontal foot of wall acting at one-third the wall height (H) above the base.

Lateral pressures on retaining walls from earthquakes were estimated using the Mononobe-Okabe equations (Bowles, 1996; Duncan et al, 1990). Because the maximum acceleration occurs only briefly during an earthquake, it is common practice when designing dams and other earth structures to reduce the design acceleration to ½ of the maximum design acceleration (Hynes and Franklin, 1984). We have calculated equivalent fluid pressures using a horizontal acceleration k_h of 0.115g (1/2 of k_h max) per the USGS (2014).

Research has indicated that lateral pressures due to earthquakes are non-hydrostatic in distribution, and the resultant acts above the lower third-point of the wall (Bakeer, et al, 1990). Accordingly, active soil pressures have been divided into two components that act at different wall heights. The static force acts at the lower third-point, as discussed above. The Mononobe-Okabe equations were used to estimate dynamic forces against retaining walls. The resultant force from seismic lateral pressures is applied at 60% of the wall height above the base with a magnitude equal to the difference between seismic and static active pressures; i.e., ½ (γK_{ae} - γK_a)H^2 or $5.0H^2$ pounds per horizontal foot of wall applied.

6.3.2 At-Rest Pressures

For lateral pressure design of basement walls, which are restrained and not allowed to deflect, the calculated at-rest equivalent fluid pressure (γK_o) is about 65 pcf. Design control of such walls should utilize whichever generates the higher resultant force: at-rest pressures (γK_o) or active seismic pressures (γK_{ae}).

6.3.3 Passive Pressures

For passive pressure design, the calculated equivalent fluid pressure (γK_p) is 390 pcf reduced to 363 pcf for seismic conditions. Passive pressure design should neglect loose fill and soil located within the frost zone.

6.4 Helical Pier Evaluation

6.4.1 Test Probe Piers Results

A total of five helical pier test probes (test piers) were installed in March 2019. Approximate test pier locations are shown in Figure 2 denoted by HP-1, HP-2, HP-3, HP-4, and HP-5. Test probe locations are concentrated on the east portion of the site because the planned build-out of the lot at the time of the investigation was to be staggered, with construction of the eastern most unit beginning first. Underground utilities serving the existing residences also limited test probe locations. The test piers were installed to depths ranging from 7.0 to 38.0 feet below the existing ground surface, final depths of each test pier can be found in the Helical Pier Test Probe Observation Sheet attached in Appendix B. Test piers HP-1, HP-2, HP-3, and HP-4 all encountered a refusal condition, while HP-5 was terminated prior to reaching a refusal condition. Test piers HP-3 and HP-4 reached the refusal condition at shallow final depths of 7.0 and 8.0 feet below the ground surface, respectively. Due to the shallow installation depths of HP-3 and HP-4, elevation vs. recorded torque plots were not produced, though elevation vs. torque plots for HP-1, HP-2, and HP-5 can be found in Appendix B. The three plots show the recorded torque depicted as the gray line and calculated torques for different helix configurations (using surface area proportional calculations as discussed in Section 3.2) shown in either orange or blue.

In general, HP-1 and HP-2 were observed to encounter similar drilling conditions with intermittent sections of smooth drilling and heavy grinding and slow drilling. HP-1 and HP-2 experienced relatively consistent torque increases with depth to a maximum achieved at an elevation of 6,236-ft (approximately 25 to 26 feet below the existing ground surface). Below 6,236-ft the torque values decreased until HP-1 and HP-2 reached a refusal condition at approximately 6,228.5-ft and 6,225-ft, respectively. Both HP-1 and HP-2 were terminated in a layer of stony colluvium identified during the 2017 drilling effort. Stony colluvium or the mixture of dense loess and colluvium are assumed to serve as suitable load bearing soils for deep foundation elements.

Test pier HP-5 was installed in a layer of lacustrine lakebeds identified during the 2017 drilling effort. The lakebeds were classified as lean clay through an extensive laboratory testing regime. Young lakebeds were identified to approximately 28 feet below the existing ground surface, with stiffer, older lakebeds identified between 28 and 121.5 feet bgs. The elevation vs. torque plots for HP-5 show a generally steady torque increase with depth to a maximum achieved at an elevation of 6,225-ft where the torque begins to decrease. Test Pier HP-5 installation was stopped at an approximate elevation of 6,224-ft.

6.4.2 Verification Tests Results

Two tensile verification tests were conducted during the helical pier test probe installation. One tensile verification test was conducted on HP-1 within the layer of stony colluvium, with the second tensile verification test completed on HP-5 within the older lacustrine lakebed deposits. The verification tests were conducted in order to determine a site specific K_t value, which relates the measured torque to the geotechnical capacity of the pier, as described previously in Section 3.2.

Data from the tests were analyzed as recommended by the ICC-ES Acceptance Criteria AC358 for Helical Systems and Devices Section 4.4.1.2 where the ultimate geotechnical capacity of the pier is taken as the test load causing a net displacement (i.e., elastic compression/tension subtracted from total measured displacement) of 0.10 times the average diameter of the helices or, in this case, 0.8-inches. The Davisson Method (Davisson, 1973) is commonly used to determine failure criteria of piers based on the theoretical elastic elongation of the pier.

Based on this method the measured ultimate tensile capacity for HP-1, which reached a refusal condition within a stony layer of colluvium, is zero (0) kips; i.e., when an uplift load was applied to the pier, it moved more than the allowable 0.8 inches before any uplift resistance was measured. The measured ultimate capacity for HP-2 which was terminated at a torque of 3,900 ft-lbs was calculated to be 14.8 kips. Test results are summarized in Table 6-2 below and verification test plots can be found in Appendix C.

Table 6-2: Helical Pier Verification Test Results Summary

Helical Pier	Helical Pier Test Date	Test Type	Installation Torque (ft-lbs)	Installation Depth (ft)	Soil Type	Measured Ultimate Tensile Capacity (kips)
HP-1	March 11, 2019	Tension	Refusal	33.5	Stony Colluvium	0.0
HP-5	March 12, 2019	Tension	3,900	38.0	Lacustrine Lean Clay	14.8

In summary, any helical pier that reaches a refusal condition within the layer of stony colluvium is assumed to have no tensile capacity, unless additional testing indicates otherwise. We predict when a pier reaches a refusal condition the pier continues to spin and disturbs the soil in contact with the helices, reducing the in-situ strength the soil had prior to disturbance. The measured tensile capacity and torque for HP-5 indicates a site specific K_t value of 3.8, which is lower than anticipated. One explanation for the low value is although the helical pier was installed to a recorded torque of 3,900 ft-lb, the installation began to slow and the soil was likely disturbed prior to the verification test. Additional verification testing of helical piers during construction is strongly recommended, especially to establish a K_t value for compression (see Section 7.1.3).

7.0 RECOMMENDATIONS

7.1 General Foundation Recommendations

All footings and grade beams should be placed below the frost line, including exterior footings for awnings and porches. The building code for Teton County requires that footings be placed at a minimum depth of 34 inches from finished grade, with a minimum foundation exposure of 6 inches above finished grade. Minor cracks in the foundation walls, floor slabs, and sheetrock are normal and should not be a cause for concern.

Due to the depth of the loose fill and collapsible soils along the southern edge of the building pad and expansive soils on the northern half of the building pad, final building locations may be such that they span both the potentially collapsible *and* expansive soils. Deep foundation elements such as helical piers are recommended to reduce the risk of both settlement and swell. The foundation system should consist of grade beams spanning the piers. A structural slab supported by piers is also recommended to reduce the risk of damage to the floor slab due to differential settlement. In the event any portion of the building footprint is underlain by expansive soils, grade beams and structural slabs should be isolated from the soil subgrade using 4 to 6-inch void forms. Recommendations for helical piers are provided below.

7.1.1 Helical Pier Design Recommendations

We make the following design recommendations for helical piers:

- We recommend designing helical piers assuming an ultimate compressive capacity of 30 kips per pier. Assuming a K_t value of 7.5 as discussed in Section 3.2, the required installation torque will be approximately 4,000 ft-lb. Helical pier test probes show this is achievable using a double helix configuration of 8-inch and 10-inch helices on a solid 1-3/4-inch square shaft. Production helical piers are estimated to achieve the target torque at elevations between 6,235 and 6,240-ft.
- Based on the HP-1 and HP-5 verification test results, piers reaching refusal in the stony soils may not be assumed to have tension capacity unless test results during construction determine otherwise. Using a site-specific K_t value for tension of approximately 3.5 for piers installed in the lake beds, as determined by the HP-5 verification test, an ultimate per pier tension capacity of 14 kips may be achieved with an installation torque of 4,000 ft-lb. We recommend relying as little on tension capacity of the helical piers as possible during design.
- Should several closely-spaced piers be required, such as for a heavily loaded interior column, the piers shall be battered such that the helices at the end of the pier are spaced greater than three diameters of the largest helix.

7.1.2 Helical Pier Construction Recommendations

We make the following construction recommendations for helical piers:

- Using a lead section with larger helices (i.e., two 10-inch, or 10 and 12-inch helices) is anticipated to achieve the desired torque at shallower depths than the double helix, resulting in a lower cost per pier. However, the lead sections with larger or more helices will cost more and may increase the chance of reaching refusal in the underlying gravelly soil.
- We recommend specifying an angled leading helix edge for either configuration, preferably manufactured rather than shop-cut, in order to promote adequate penetration and to reduce the likelihood for piers reaching a refusal condition.
- Helical piers should be installed a minimum of five diameters of the largest helix below the ground surface (i.e., the surface of the prepared foundation subgrade) for the torque vs capacity relationship to be valid. Compression capacity may remain valid at depths less than five helix diameters from the ground surface, but tension may not (Pack, 2009). This should not pose an issue with construction due to the thickness of the loess.
- Any helical pier that is installed in the potentially expansive lacustrine lakebeds along the north portion of the property shall have a minimum installation depth of 12-feet below the bottom of footing in order to go below the depth of wetting, as suggested by Perko (2009).

7.1.3 Helical Pier Construction Testing

We recommend performing a minimum of two (2) compression verification tests prior to the start of production piers to verify the torque to capacity relationship for vertical compression loads. Load should be applied in equal increments up to pier failure or to the structural capacity of the pier, which comes first. A minimum of 5% of the production piers should be proof tested in compression to verify pier installation is consistent with the design assumptions. Testing shall be performed in accordance with ASTM D 1143 and D 3689.

7.2 Foundation Drains

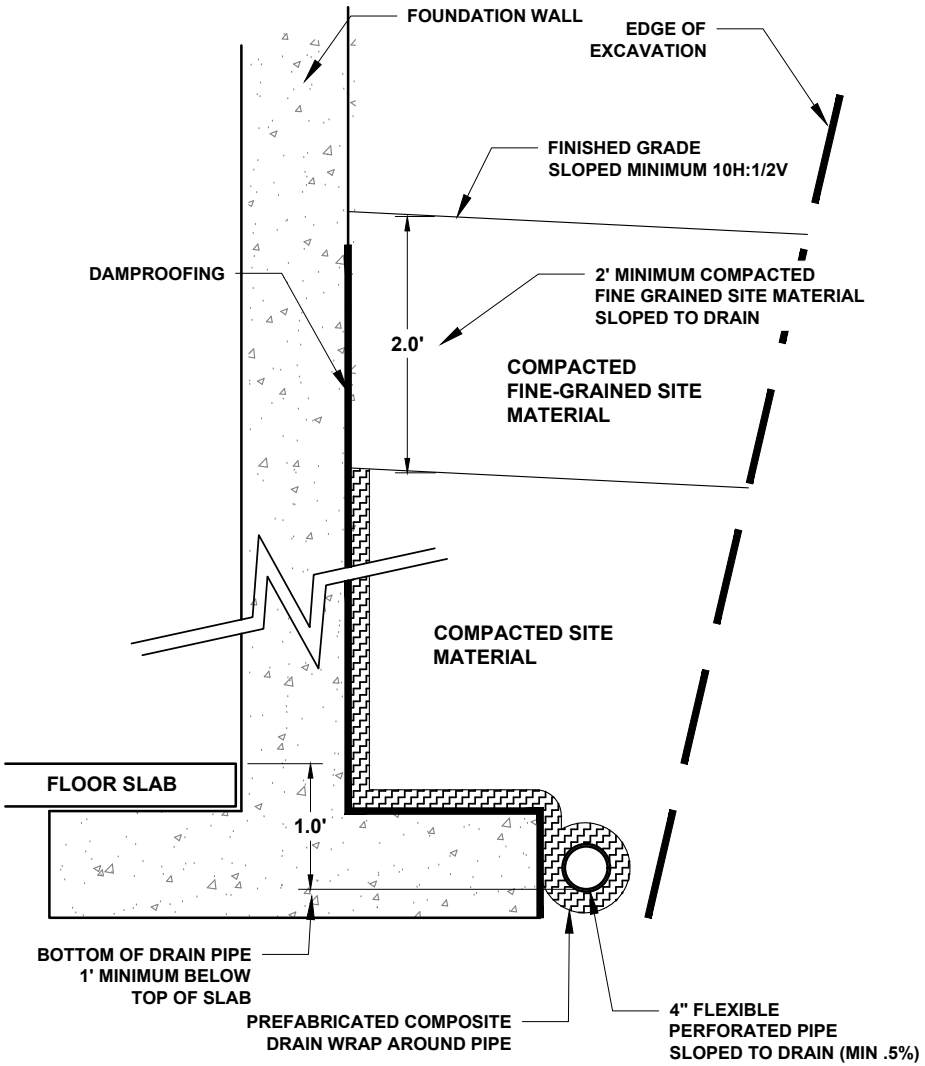
Due to the moisture sensitivity and poor drainage properties of site soils, proper drainage is important throughout the entirety of the project site. We recommend constructing foundation drains at the base of foundation elements. Damp proofing, rather than water proofing, will be adequate for foundation walls at this site.

Two drainage alternatives are illustrated in Figure 3 and are described as follows:

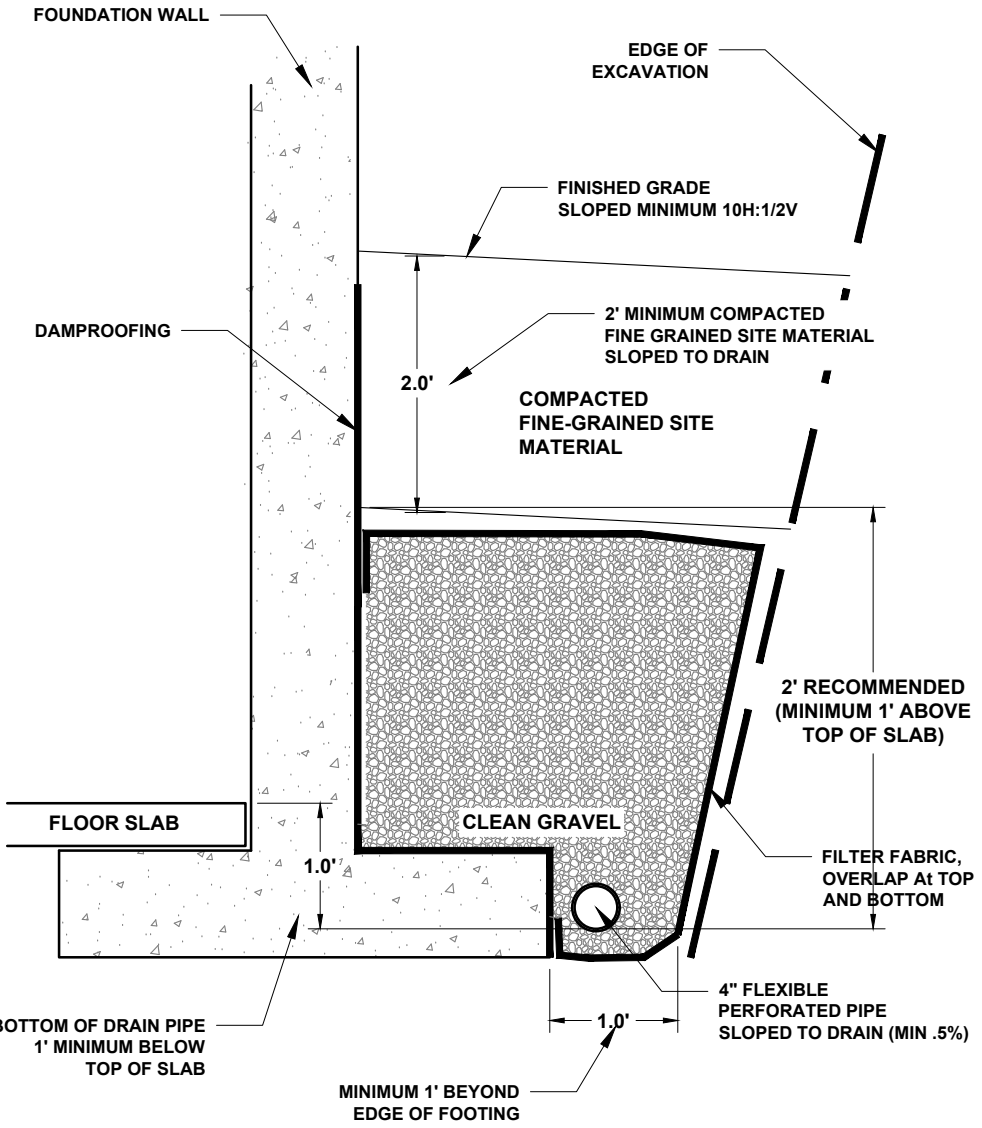
1. One alternative is a prefabricated composite drain, which consists of an open wick layer laminated to filter fabric to reduce infiltration of soil. The exterior of the wall is damp-proofed and the drain is laid against the damp-proofing layer. The excavation is backfilled

ALTERNATIVE #1:
USING PREFABRICATED COMPOSITE DRAIN

(REQUIRED FOR FOUNDATIONS PLACED GREATER THAN 6-FT BELOW FINAL GRADE)



ALTERNATIVE #2:
USING DRAIN GRAVEL AND FILTER FABRIC



DRAFTED BY:	HC
REVIEWED BY:	CHI
PROJECT NUMBER	16092

SHEET TITLE:
Figure 3
Foundation Drain Alternatives

PROJECT TITLE:
Geotechnical Site Investigation
984 Budge Drive
Jackson, Wyoming

JORGENSEN
Geotechnical, LLC
307-733-5150 www.jorgeng.com

with compacted site material and the drain is covered by at least 2 feet of compacted site soil that is sloped to drain (minimum 5% for 10 feet). The composite drain is wrapped around a perforated drain pipe located a minimum of 1 foot below the top of the slab. The drain pipe may slope at a minimum of 0.5% and drain to daylight on the slope. This drain alternative (prefabricated composite drain) is required for foundations placed greater than 6-ft below final grade.

2. A second alternative involves placement of clean angular drain gravel or crushed stone between the foundation wall and the edge of the excavation. Drainage tiles, perforated pipe, or other approved systems should be installed at or below the area to be protected and should discharge by gravity or mechanical means into an approved drainage system. The drain pipe may slope at a minimum of 0.5% and drain to daylight or a sump. Gravel drains should extend at least 1 foot beyond the outside edge of the footing and 6 inches above the top of the footing. The gravel backfill is wrapped in an approved filter fabric. At least 2 feet of compacted fine-grained backfill (sloped to drain) is placed above the gravel envelope. The advantage of this technique is that the gravel backfill can usually be placed without compaction, reducing backfill cost and difficulty.

It is important to place the foundation drains low enough to adequately collect and discharge any water that may accumulate in utility trenches below the footings or in the gravel capillary break beneath concrete floor slabs. Drains that are placed too shallow or with insufficient gradient may fail to perform. Jorgensen is available to review the foundation drain design to ensure consistency with our recommendations.

7.3 Excavation and Cut Slope Stability

OSHA regulations (29CFR1926) appear to classify the loess site soils as Type A. For planning and design purposes, simple cut slopes should be no steeper than 0.75H:1V. If the loess is observed during construction to be fissured, which is often the case, cut slopes shall be no steeper than 1H:1V. According to OSHA, any cut slope greater than 20 feet in height requires additional analysis. These are recommendations based on observations made at the time of the investigation. The contractor shall be responsible for adherence to OSHA and other safety regulations by observing soil conditions at the time of construction.

7.4 Final Backfilling and Grading

Properly compacted backfill and site drainage are extremely important. Final grading should provide positive drainage of at least 0.5 foot in the first 10 feet away from the structure. Adequate gutters are strongly recommended. Roof runoff should be discharged at least 3 feet away from the building or exterior slabs. Swales or other moisture collection points should be avoided if possible within 20 feet of the footings. Drainage swales should slope a minimum of 2%. There should be no irrigation within 5 feet of foundation walls. Irrigation pipes should be pressure-tested when installed and checked annually for leaks.

Exterior backfill around buildings should consist of moisture-conditioned site materials placed in lifts and compacted to a standard of at least 92% of the maximum dry density as determined

by Standard Proctor testing (ASTM D698). Soil should be moisture conditioned to between -2% and +2% of the optimum moisture content. Fine-grained soils are most efficiently compacted using a sheepsfoot or padfoot roller. Exterior fills should be placed as early as possible to reduce moisture infiltration along foundation walls. However, do not over-compact exterior backfills against "green" foundation walls. Utility trenches should also be backfilled in lifts and compacted with the same care as exterior backfills, lest the fill settles causing damage to overlying landscaping, hardscapes, etc.

7.5 Interior Slabs-on-Grade

Interior slabs should be at least 4 inches thick, and any slabs bearing vehicles should be at least 6 inches thick, or as approved by a Structural Engineer. Minor floor cracking of slab-on-grade construction is difficult, if not impossible, to prevent. Such cracking is normal and should be expected to occur with time. Buildings are almost never free of cracks, and cracking is caused by many factors other than soil movement, such as concrete shrinkage or curling, or daily and seasonal variability in temperature and humidity.

To reduce the risk of damage from differential settlement, interior slabs should be designed with adequate reinforcement and span between deep foundation elements. As stated in Section 7.1, if any portion of the structure is overlying the potentially expansive soils, the slab should be isolated from the subgrade soil using a 4 to 6-inch void form.

An impermeable layer (usually plastic) is suggested beneath interior slabs, underlain by 4 inches of clean drain gravel that will act as a capillary break to reduce dampness. Two options are available to reduce the tendency for the concrete to crack or curl as it dries:

1. A blotter layer may be placed under the slab. In the past, loose sand has been used for this purpose, but is no longer recommended. A cover of 4 inches of trimmable, compactible, granular material may be placed over the impermeable layer to receive the concrete slab. This material usually consists of "crusher run material", which varies in size from about 1.5-inch down to rock dust. Alternatively, 3 inches of compacted, fine-graded material such as crusher fines or manufactured sand may be used.

2. The blotter layer may be eliminated if the concrete is reinforced properly. The attached article entitled "Controlling Curling and Cracking in Floors to Receive Coverings" (Appendix D) provides a discussion of proper floor slab reinforcement. If the contractor needs additional guidance on reinforcement, a Structural Engineer should provide it.

References for three articles from the American Concrete Institute (ACI) that discuss these options can be found in the Reference section at the end of this report. We are able to offer additional guidance if requested.

7.6 Exterior Slabs-on-Grade

Exterior slabs (e.g., sidewalks, patios, driveways, etc.) typically sustain the greatest damage. Cracking is almost impossible to avoid, and freeze-thaw adds to the difficulty caused by soil movement. The silty loess soils may cause particularly severe frost damage.

Exterior slabs should be at least 4 inches thick, 6 inches if supporting vehicles, or as directed by the Structural Engineer. Exterior slabs should not be tied to foundation walls. Any movement of exterior slabs may be transmitted to the foundation walls, resulting in damage. Posts for patios or other exterior columns should not bear on exterior slabs. If the slabs settle or rise, the movement can be transmitted to the post, resulting in damage to the structure.

Fine-grained material should be removed below exterior slabs to a depth of 2 feet and replaced with native soil compacted to a dry density of 92% ASTM D698 and at least 6 inches of road mix gravel (e.g., WYDOT Grading H). The gravel and the compacted subgrade should be separated by a lightweight, non-woven geotextile (e.g., Mirafi 140N). Expansion joints are recommended in all concrete flatwork.

7.7 Ventilation and Radon

Evaluation of radon was beyond the scope of work; local codes should be followed and specialty contractors employed, if necessary. The building contractor is ultimately responsible for following local building codes. Ventilation to reduce moisture and potential accumulation of radon gas is required by code for habited and inhabited spaces below grade. A capillary break layer (Section 7.5) may be necessary to accommodate a radon vent pipe under interior slabs.

7.8 Reinforcing, Utilities, Testing, and Concrete Considerations

Footings, slabs, and foundation walls should be reinforced to resist differential movement. Consultation with a Structural Engineer to specify adequate reinforcement is suggested. Water and sewer lines should be pressure tested before backfilling. Exterior concrete should contain 5% to 7% entrained air.

7.9 Observations during Construction

A representative of this office should observe construction of any foundation or drainage elements recommended in this report. Site grading, soil compaction, and foundation installation should be observed by a representative of Jorgensen. Recommendations in this report are contingent upon our involvement. If any unexpected soils or conditions are revealed during construction, this office should be notified immediately to survey the conditions and make necessary modifications.

We are able to provide the most value observing site conditions at the following times:

1. Upon completion of site preparation to verify all organics and unsuitable material have been removed, as well as identify the presence or absence of the potentially expansive soils.
2. During placement and compaction of all fills.
3. During all helical pier testing and installation (continuous observation required by Teton County code).

Notice shall be provided at a minimum of 24 hours before the requested observation.

8.0 LIMITATIONS

This report has been prepared based on a limited amount of data. Actual site conditions may vary. The report is for single use and under no circumstances are the figures and text to be used separately. These services have been performed in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty is made or implied.

9.0 REFERENCES

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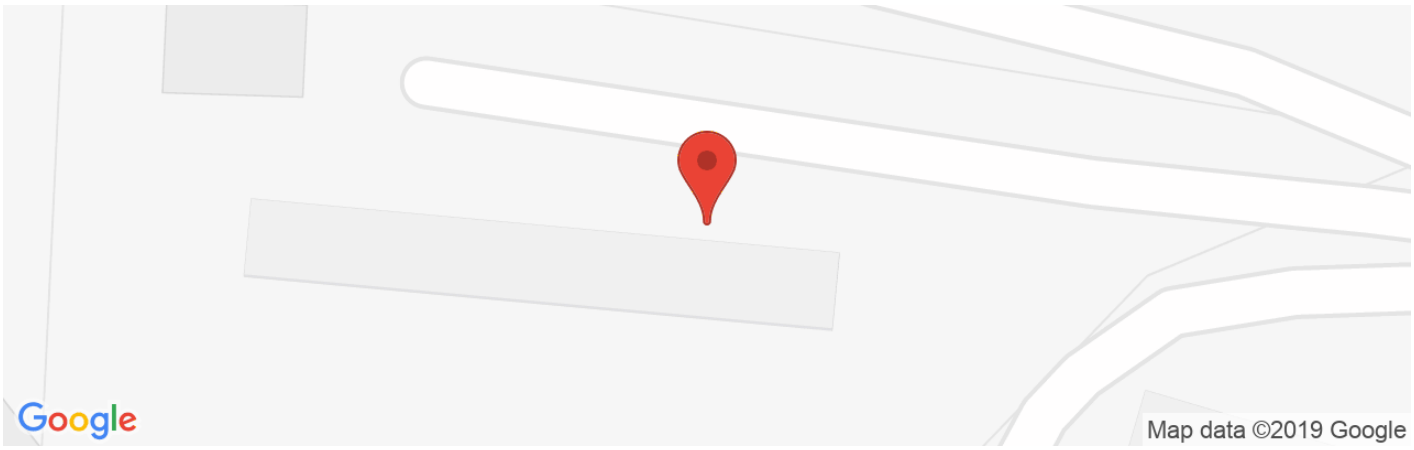
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APPENDIX A:
U.S. Seismic Design Maps and Summary Reports

984 Budge Drive

Latitude, Longitude: 43.47517634, -110.78684913



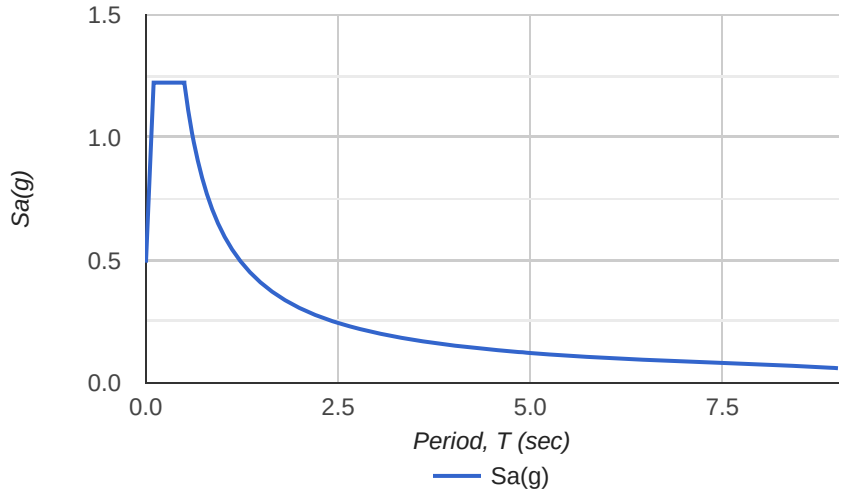
Date	3/21/2019, 2:16:13 PM
Design Code Reference Document	ASCE7-10
Risk Category	II
Site Class	D - Stiff Soil

Type	Value	Description
S_S	1.2	MCE_R ground motion. (for 0.2 second period)
S_1	0.366	MCE_R ground motion. (for 1.0s period)
S_{MS}	1.224	Site-modified spectral acceleration value
S_{M1}	0.611	Site-modified spectral acceleration value
S_{DS}	0.816	Numeric seismic design value at 0.2 second SA
S_{D1}	0.407	Numeric seismic design value at 1.0 second SA

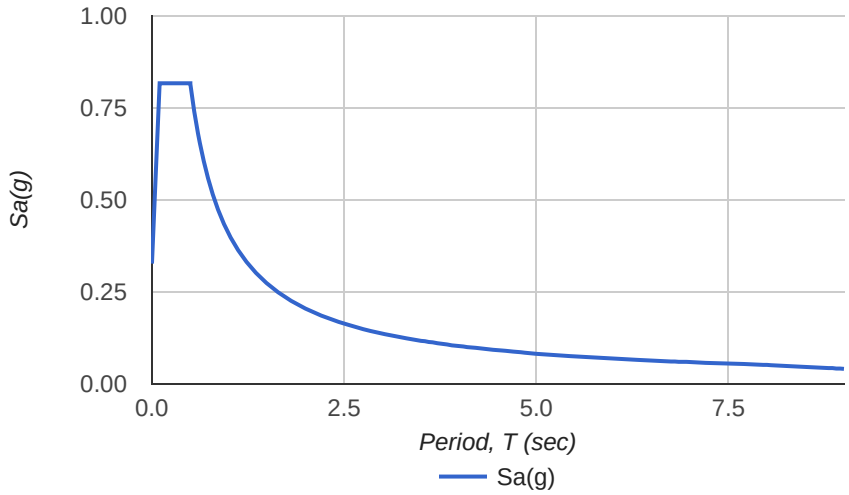
Type	Value	Description
SDC	D	Seismic design category
F_a	1.02	Site amplification factor at 0.2 second
F_v	1.667	Site amplification factor at 1.0 second
PGA	0.461	MCE_G peak ground acceleration
F_{PGA}	1.039	Site amplification factor at PGA
PGA_M	0.479	Site modified peak ground acceleration
T_L	8	Long-period transition period in seconds
SsRT	1.2	Probabilistic risk-targeted ground motion. (0.2 second)
SsUH	1.364	Factored uniform-hazard (2% probability of exceedance in 50 years) spectral acceleration
SsD	1.753	Factored deterministic acceleration value. (0.2 second)
S1RT	0.366	Probabilistic risk-targeted ground motion. (1.0 second)
S1UH	0.42	Factored uniform-hazard (2% probability of exceedance in 50 years) spectral acceleration.
S1D	0.627	Factored deterministic acceleration value. (1.0 second)
PGAd	0.639	Factored deterministic acceleration value. (Peak Ground Acceleration)
C_{RS}	0.88	Mapped value of the risk coefficient at short periods

Type	Value	Description
C_{R1}	0.873	Mapped value of the risk coefficient at a period of 1 s

MCER Response Spectrum



Design Response Spectrum



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APPENDIX B:
Helical Pier Test Probe Observation Forms and Plots

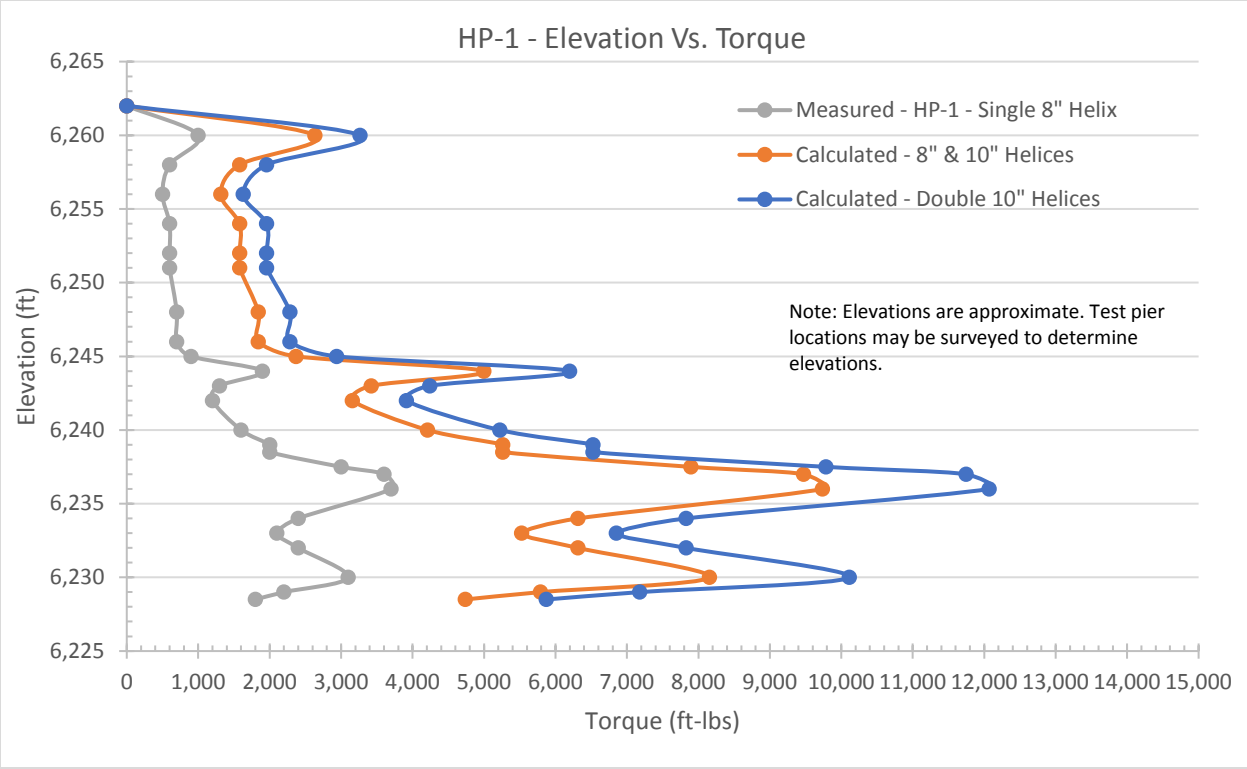
JORGENSEN GEOTECHNICAL, LLC

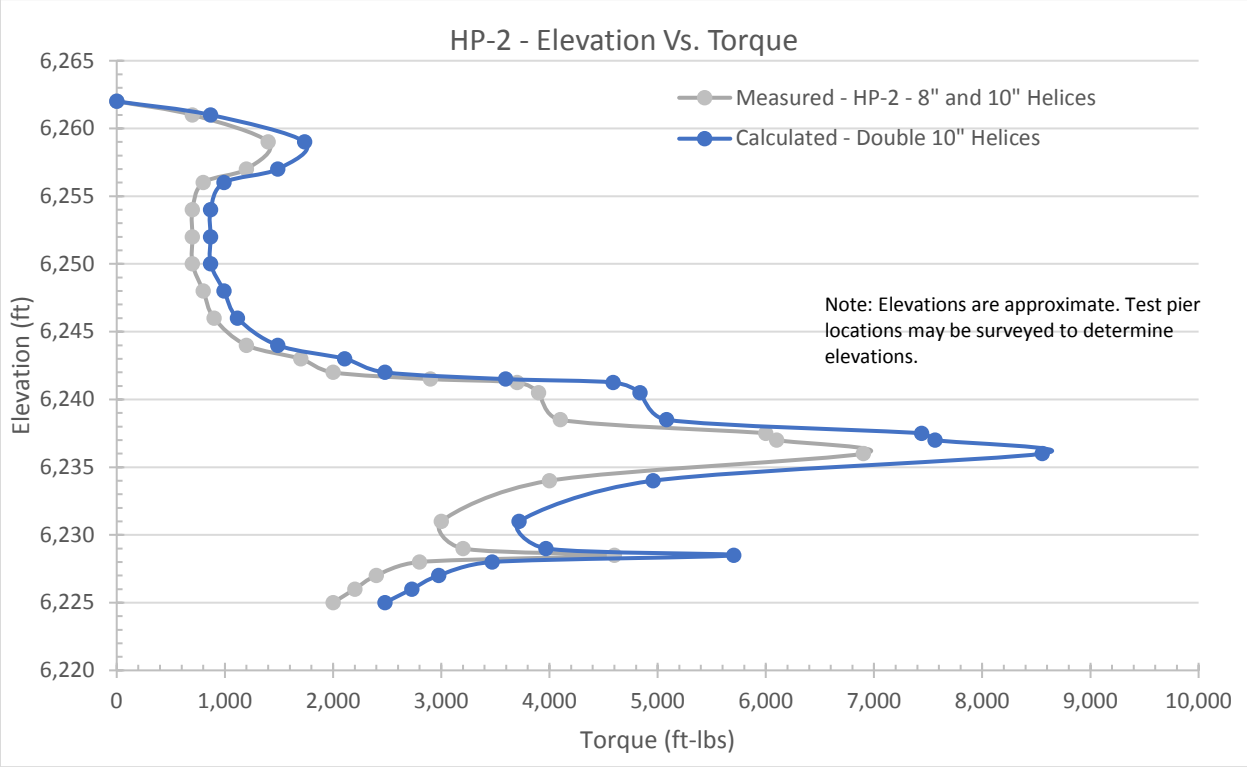
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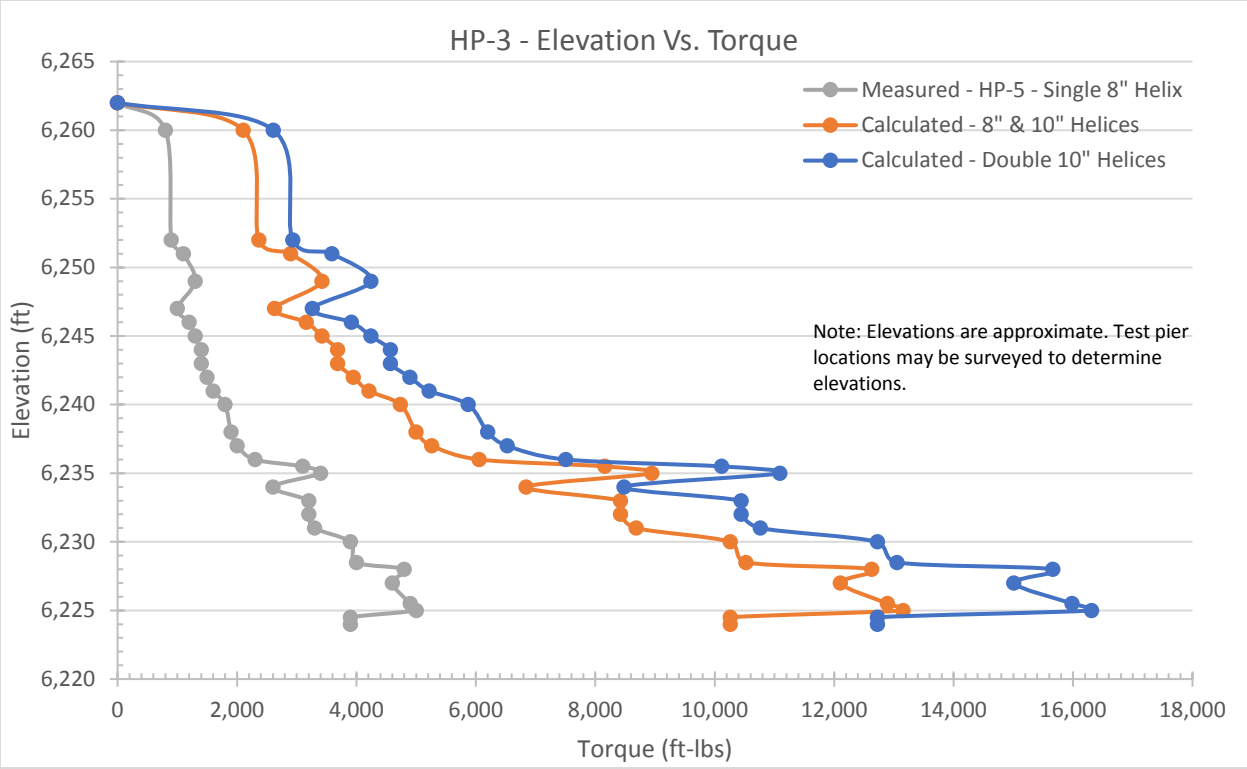
Test Helical Pier Observation Form

Project Name: 984 Budge Drive	**Project Number: 16092**
Date: 3/11-3/12/2019	**Address: 984 Budge Drive**
Inspector: Harrison Carter	**Contractor: FC Excavation**
Installation equipment: Digga 16 Powerhead	**Product Manufacturer: Chance Helical Piers**
Lead Descriptions: 5-foot, 1 3/4-inch solid square shaft, with 8-inch and 10-inch helices	
Extension Descriptions: 5-foot 1 3/4-inch solid square shaft	
Couplings:	
Plates:	
Bolts and nuts:	

HP #	Lead Description	Extension Description			Uplift Test Performed	Installation Torque (ft/lbs)	Depth Torque Achieved (ft)	Depth of Refusal (ft)	"Stick Up" (ft)	Notes
		4	7	5						
1	5', Single 8" Helix			6	Yes	See attached plots	--	33.5	1.5	Intermittent grinding and smooth drilling
2	5', 8" and 10" helices			7	No	See attached plots	--	37.0	3.0	Intermittent grinding and smooth drilling
3	5', Single 8" Helix			1	No	N/A	--	7.0	3.0	Heavy Grinding
4	5', Single 8" Helix			1	No	N/A	--	8.0	2.0	Heavy Grinding
5	5', Single 8" Helix			7	Yes	See attached plots	38.0	--	2.0	Intermittent grinding and smooth drilling

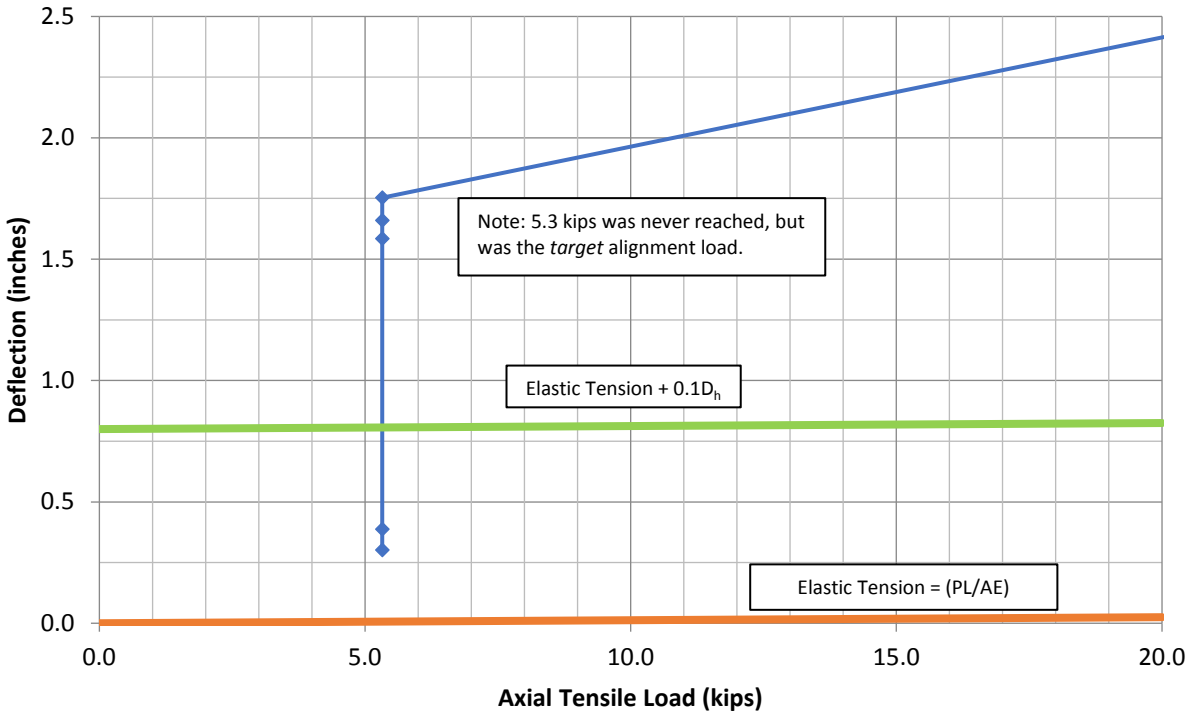

HP-1 - Elevation Vs. Torque
Measured - HP-1 - Single 8" Helix
Calculated - 8" & 10" Helices
Calculated - Double 10" Helices
Note: Elevations are approximate. Test pier locations may be surveyed to determine elevations.
Elevation (ft)
6,265
6,260
6,255
6,250
6,245
6,240
6,235
6,230
6,225
0
1,000
2,000
3,000
4,000
5,000
6,000
7,000
8,000
9,000
10,000
11,000
12,000
13,000
14,000
15,000
Torque (ft-lbs)


HP-2 - Elevation Vs. Torque
Measured - HP-2 - 8" and 10" Helices
Calculated - Double 10" Helices
Note: Elevations are approximate. Test pier locations may be surveyed to determine elevations.
Elevation (ft)
6,265
6,260
6,255
6,250
6,245
6,240
6,235
6,230
6,225
6,220
0
1,000
2,000
3,000
4,000
5,000
6,000
7,000
8,000
9,000
10,000
Torque (ft-lbs)

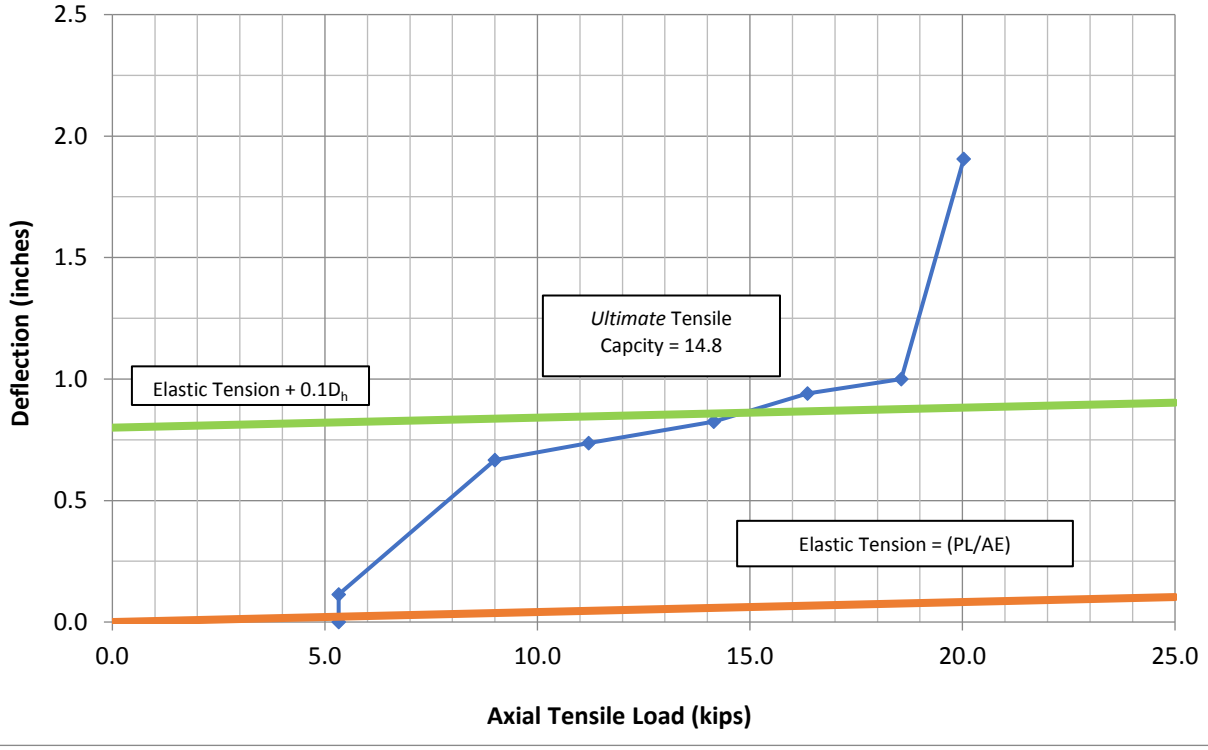

HP-3 - Elevation Vs. Torque
Measured - HP-5 - Single 8" Helix
Calculated - 8" & 10" Helices
Calculated - Double 10" Helices
Note: Elevations are approximate. Test pier locations may be surveyed to determine elevations.
Elevation (ft)
6,265
6,260
6,255
6,250
6,245
6,240
6,235
6,230
6,225
6,220
0
2,000
4,000
6,000
8,000
10,000
12,000
14,000
16,000
18,000
Torque (ft-lbs)

APPENDIX C:
Helical Pier Verification Test Results

Tension Load Test: HP-1 - 984 Budge Drive
Date: 3/11/2019



Tension Load Test: HP-5 - 984 Budge Drive
Date: 3/12/2019



SUBSURFACE EXPLORATION AND SLOPE STABILITY ANALYSIS 984 BUDGE DRIVE JACKSON, WYOMING



Prepared for:

Mr. Dennis Callaghan
Callaghan Partners
45 River Avenue
Monmouth Beach, NJ 07750

Prepared by:

JORGENSEN GEOTECHNICAL, LLC

P.O. Box 9550
Jackson, Wyoming 83002

July 2017

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1.0 INTRODUCTION

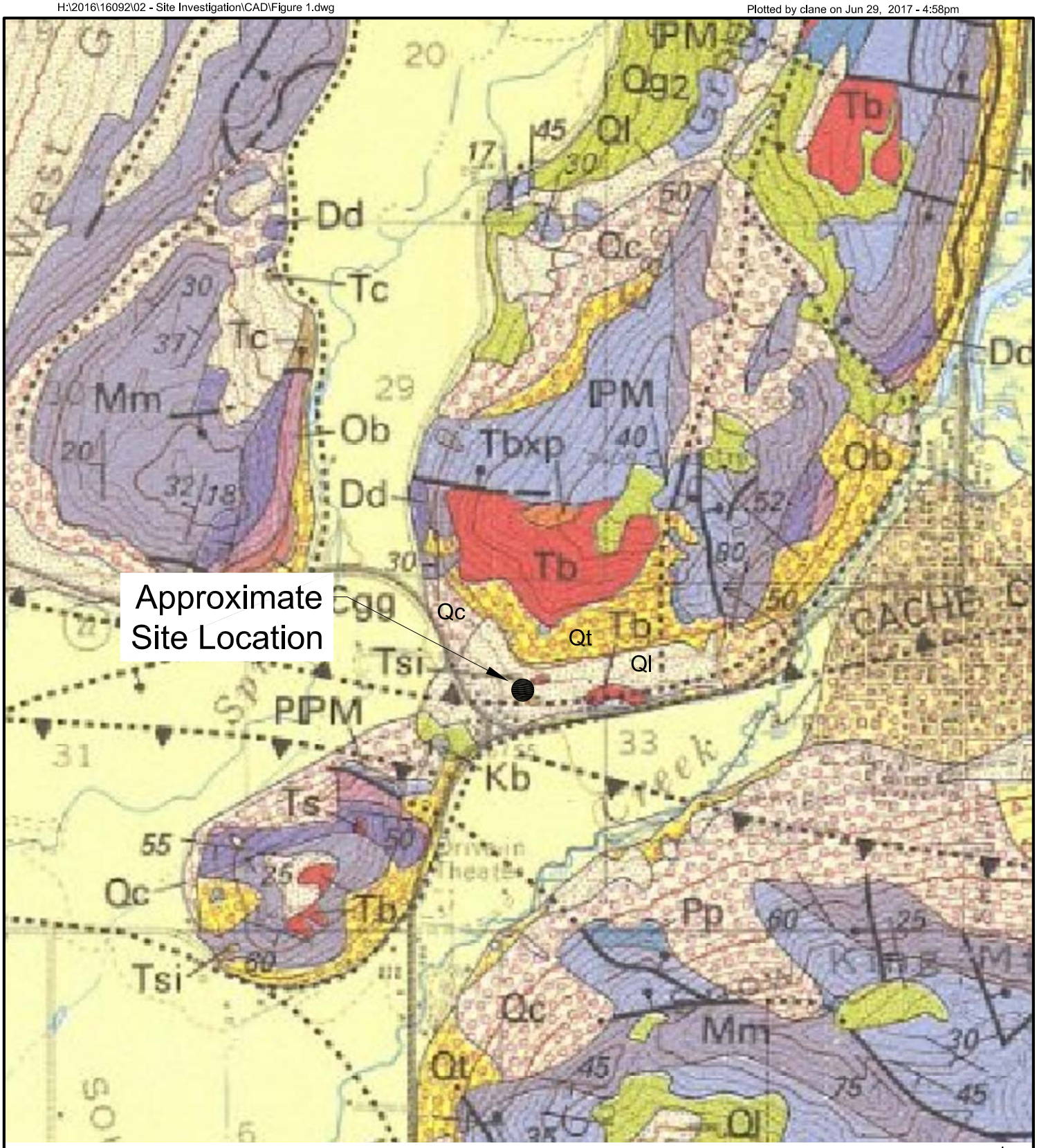
The proposed new residential development at 984 Budge Drive in Jackson, Wyoming, is located on the lower southwestern flank of East Gros Ventre Butte (Figure 1). Proximity to the West Broadway Landslide (WBL), approximately 1,000 feet to the east, raised concern about possible slope stability issues on the property in question. Geologic conditions along the flanks of the butte are complex and if shown to be similar to those found at the WBL, could require significant mitigation efforts to increase stability. Thus, geotechnical investigation and analytical work at this site has exceeded that which would be typically employed for a residential development.

At the request of Mr. Dennis Callaghan, Jorgensen Geotechnical performed preliminary slope stability analyses for the project site. The slope stability model was constructed using data gathered from previous projects that surround 984 Budge Drive. Results of the stability analysis were presented in a report dated March 10, 2017. Results indicated the slope at the site was likely stable under existing conditions in both static and seismic analyses. A site specific geotechnical investigation was required to verify assumptions regarding the underlying subsurface conditions.

Additional site investigation work was performed on May 10th – 12th, 2017. The purposes of the fieldwork were to observe soil and groundwater conditions, specifically to explore for layers of weak fine-grained soils associated with instability at the WBL. The scope of services performed under this scope of work included drilling and logging five exploratory borings, evaluating soil parameters from laboratory testing, preparing geologic cross-sections, performing slope stability analysis, and producing this report.

In summary, the recent subsurface exploration observed the site stratigraphy is made up of wind-blown loess, colluvium, lakebed deposits, and gravelly or sandy alluvium (Section 4.4). Fine-grained soils (i.e., lakebeds) similar to those associated with instability at the West Broadway Landslide (WBL) are believed to underlie the site. However, other geologic and external conditions are remarkably different than the WBL at this location. Slope stability analysis appears to indicate stable conditions under existing conditions and during the design seismic event (Section 5.1).

Please note: this report is limited to a due diligence-level study and evaluation, limited to concerns of slope instability. Soils have not been evaluated for construction of the proposed project. Additional evaluation, which may include further subsurface exploration, and a Geotechnical Engineering Report are necessary for design and construction of the proposed project.



0 2000 4000

SCALE: 1 INCH = 2000 FEET

THIS SCALE VALID ONLY FOR 8.5x11 PRINTS

From Love et al, 1992, Geologic Map of the Grand Teton National Park, Teton County, Wyoming Map I-2031

Map symbols: Qc - Colluvium Ql - Loess Qt - Talus
Tsi - Shooting Iron Tb - Basalt

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REVIEWED BY:	CHL
PROJECT NUMBER	16092

SHEET TITLE:
FIGURE 1
SITE LOCATION AND
GEOLOGIC MAP

PROJECT TITLE:
SLOPE STABILITY ANALYSIS
984 BUDGE DRIVE
JACKSON, WYOMING

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2.0 PROPOSED CONSTRUCTION

At the time of this report, the proposed new development will consist of 15 residential units in eight separate buildings. Six of the buildings, comprising 11 residential units with three bedrooms per unit, will be located along the southern edge of the existing building pad. The remaining two buildings will be comprised of two three bedroom units, one two bedroom, and one single bedroom unit located along the western edge of the existing building pad. Access to the site will be provided from the east via Budge Drive.

It is our understanding each unit will be prefabricated off site and transported to the project site. Buildings made up of more than one unit will be attached on site during construction. Final foundation designs were not available prior to report submittal, but assume each unit will be placed on a reinforced concrete foundation.

3.0 INVESTIGATION PROCEDURE

3.1 Field Investigation

A field investigation was conducted on May 10th through May 12th, 2017. A geotechnical engineer from Jorgensen directed the drilling and sampling of five hollow-stem auger borings, designated JG-1 through JG-5 (Figure 2). Soil type, thickness, consistency, and relative moisture content of each soil stratum were observed and documented by the engineer. Approximate borehole locations are shown on Figure 2 and borehole logs are presented graphically in Appendix A.

Location and depth of each boring were chosen to facilitate site characterization and gather samples necessary for lab testing, specifically from lacustrine (i.e. lake-deposited) fine-grained soils around elevations 6,150-6,160 feet and 6,180-6,190 feet above mean sea level (AMSL) thought to contribute to the instability of the WBL. Depth of the borings ranged from 31.5 to 121.5 feet below the ground surface (bgs), exceeding that which is typical of residential construction.

A single vibrating wire piezometer (VWP) from Durham Geo Slope Indicator was installed in JG-3 to monitor changes in groundwater levels prior to construction. The VWP was installed by attaching the instrument to the outside of a 1-inch PVC pipe and grouted in place using a manufacturer recommended mix of bentonite-cement grout at a depth of 120-ft 4-inches bgs, or an approximate elevation of 6,143-ft AMSL. The VWP serial number and installation depth is shown on the JG-3 boring log and the calibration sheet is attached as Appendix B.

Standard penetration tests (SPT) were recorded and samples were obtained from all five borings at 5-foot intervals. Blow counts of the SPT (i.e., field N-values) were adjusted for hammer efficiency and overburden stress as suggested by Youd and Idriss (1997 and 2001) and Fang (1991). The blow counts were adjusted to a standard hammer efficiency of 60% and

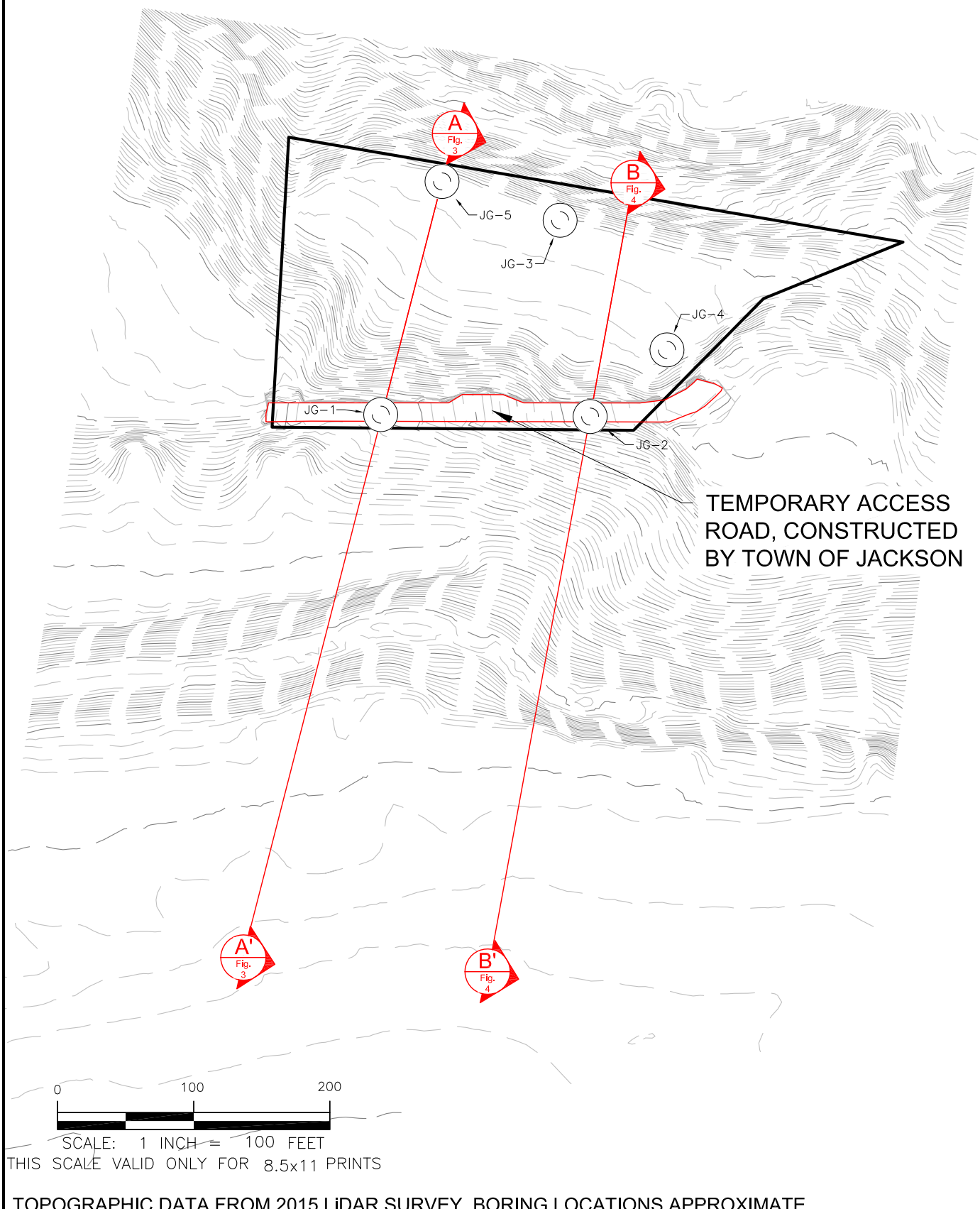
overburden pressure of one atmosphere, to obtain the standard adjusted $(N_1)_{60}$ value in blows per foot (bpf).

3.2 Laboratory Analyses

Selected samples of fine-grained soils were sent to the soils laboratory of SK Geotechnical in Billings, MT, and were tested to classify the soil and to estimate engineering parameters. Classification tests included natural moisture content, Atterberg limits, and gradation. Relatively undisturbed specimens obtained with thin-walled Shelby tubes were tested for dry density, consolidation, swell, and shear strength. Laboratory results are in Appendix C.

3.3 Report Preparation

The report describes the geological site conditions and includes a site location and geologic map (Figure 1), borehole logs, laboratory test results, and generalized geologic cross-sections. Engineering analyses have been limited to evaluating the site in terms of slope stability for the proposed project. Additional evaluation, which may include further subsurface exploration, and a Geotechnical Engineering Report are necessary for design and construction of the proposed project.



TOPOGRAPHIC DATA FROM 2015 LiDAR SURVEY. BORING LOCATIONS APPROXIMATE

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REVIEWED BY:	CHL
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SHEET TITLE:
FIGURE 2
BORE HOLE AND CROSS-SECTION LOCATION MAP

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SLOPE STABILITY ANALYSIS
984 BUDGE DRIVE
JACKSON, WYOMING

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4.0 SITE CONDITIONS

4.1 Site Description

The project site of the proposed residential development is located on a 1.47 acre property within in the town of Jackson along West Broadway Avenue/Wyoming Highway 89 (HWY 89). The parcel is approximately 675 feet northeast of the intersection of Wyoming Highway 22 (WY 22) and HWY 89, on the lower southwestern flank of East Gros Ventre Butte (Figure 1).

Proposed structures will be built on a relatively flat building pad of approximately 0.72-acres at an elevation of 6,264 AMSL, approximately 100 feet above the valley floor. Several buildings currently occupy the building pad and will be removed as part of the proposed development. In general, according to data on the Teton County GIS Map Server, the remaining area of the property (0.75-acres) is comprised of slopes in excess of 30%.

4.2 Historical Information

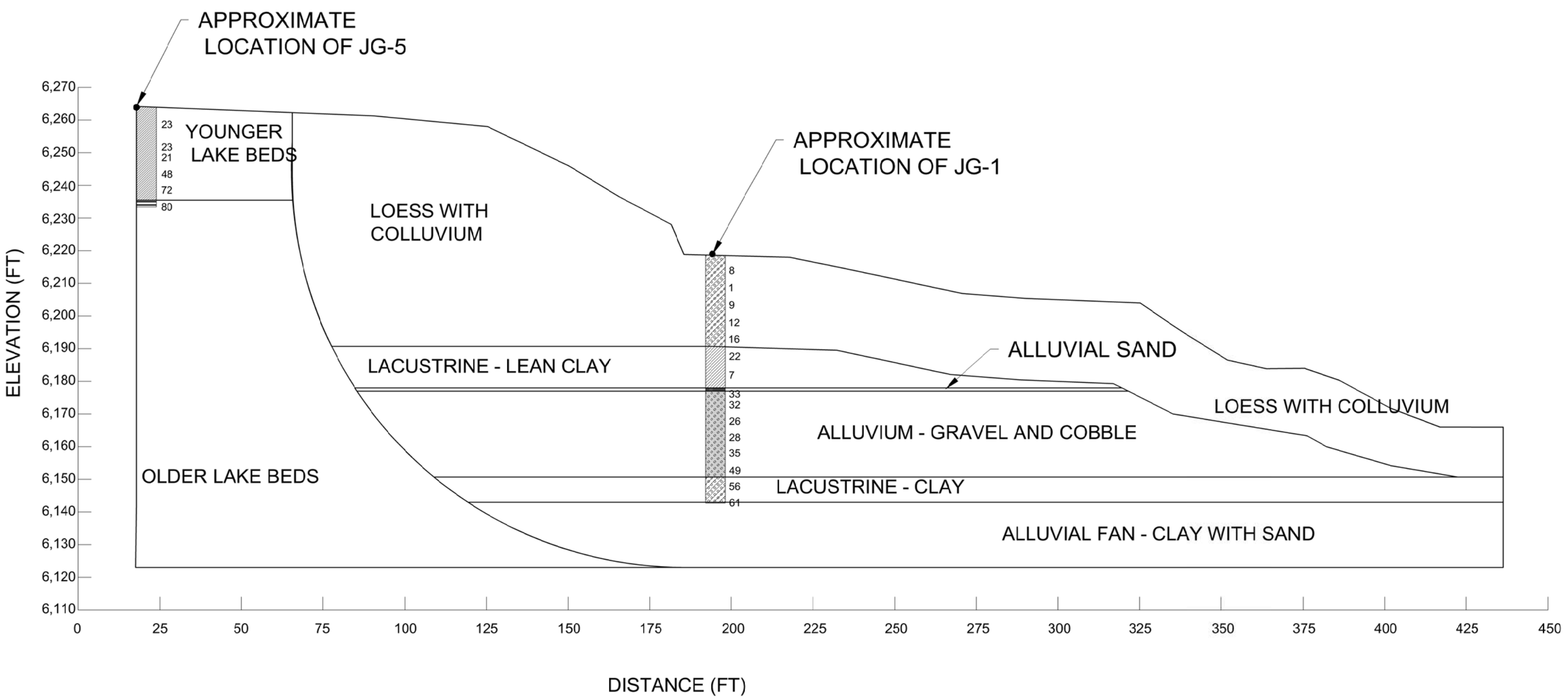
According to historic mapping and aerial photography, it appears the "benched" topography observed at the site is not a result of soil or rock deposition. Instead, it was likely created during the development of the building pad using a cut and fill method where material cut from the uphill portion is placed on the downhill side. Thus, slopes above and below the building pad are steeper than the original, native ground surface.

According to aerial photography on the Teton County GIS Map Server, excavation began on the pad sometime between 1955 and 1967 and was expanded to its current configuration by 1977. It appears the initial improvements included three separate residential units along the southern portion of the building pad, and one unit in the northwestern corner of the building pad. The buildings that currently occupy the site were built at different times between 1983 and 1999.

4.3 Geology

Figure 1 is a generalized geologic map of the project site adapted from the Geologic Map of the Grand Teton National Park (Love, et al., 1992), which shows the location and type of surface deposits, bedrock units, and geologic structures (i.e., faults and rock orientations). According to the map, the project site is at least partially covered by Quaternary loess deposits (Ql) which are windblown (aeolian) deposits of sandy silts and clays, typically derived from glacial outwash sources. The map also shows fine grained gray basalt (Tb) and dark grey and brown lacustrine deposits (Shooting Iron Tsi) outcropping in the immediate vicinity of the project site. Gravity deposits, colluvium (Qc) and talus (Qt), consisting of poorly sorted silt to boulder sized clasts, are also mapped directly north and northwest of the project site.

Geologic maps typically depict outcrops and surface soil deposits; subsurface conditions are usually more complex. Generalized geologic cross-sections, which show Jorgensen's opinion of the soil contacts as they exist between the borings, are presented in Figure 3 and Figure 4.

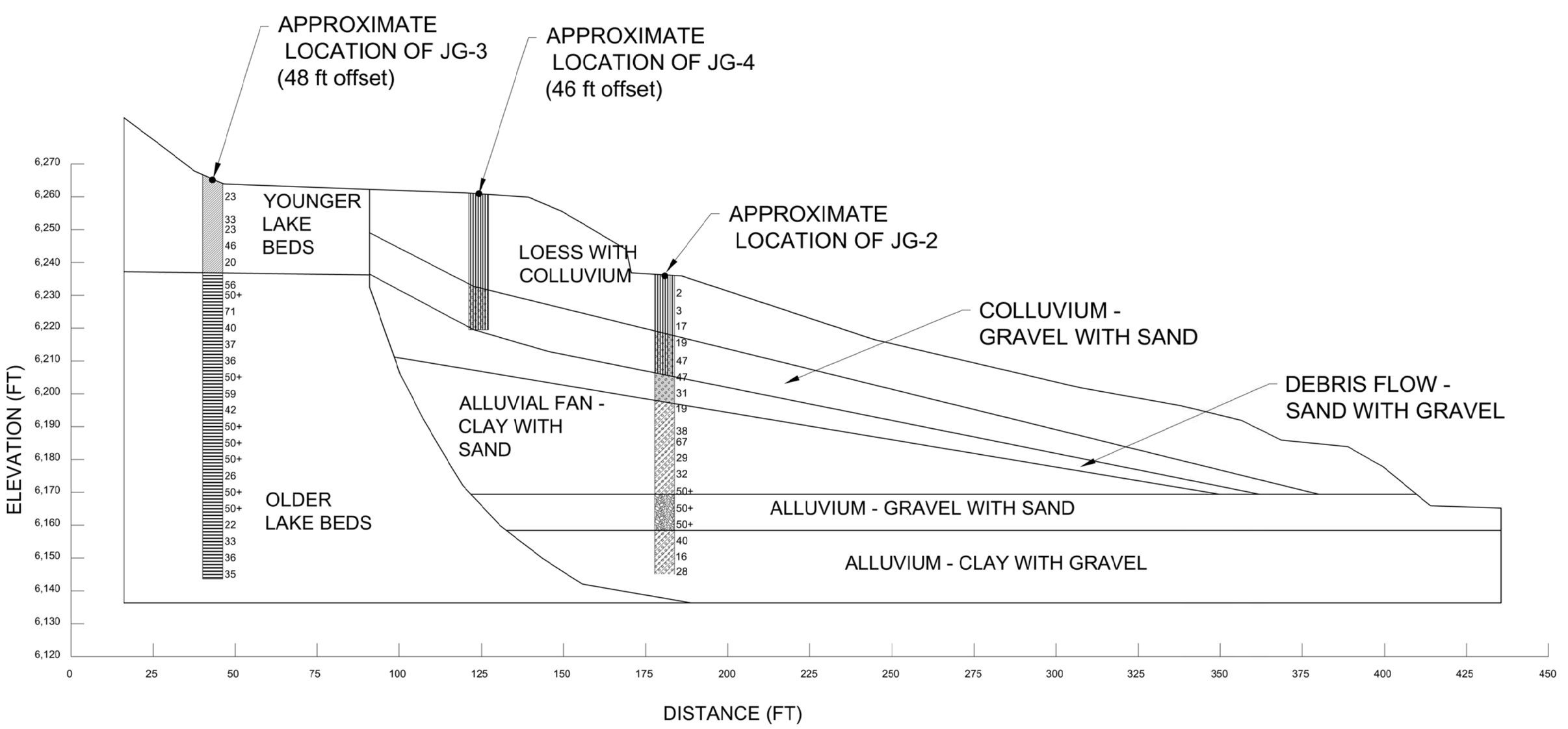


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SHEET TITLE:
FIGURE 3
GENERALIZED GEOLOGIC
CROSS-SECTION A-A'

PROJECT TITLE:
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PROJECT NUMBER	16092

SHEET TITLE:
FIGURE 4
GENERALIZED GEOLOGIC CROSS-SECTION B-B'

PROJECT TITLE:
SLOPE STABILITY ANALYSIS
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More detailed discussion of each soil type encountered during the site investigation may be found in Section 4.4.

The valley between East Gros Ventre Butte and Snow King Mountain is believed to have been filled periodically with lakes and rivers. As such, subsurface soils comprise layers sequentially deposited in high-energy environments (e.g., stony, river-deposited alluvium) and low-energy environments (e.g., fine-grained lakebeds). It is believed the thinly-laminated, gray/black lakebeds observed in borings JG-3 and JG-5 are the oldest of the units encountered during the site investigation. As shown in the cross-sections, the lakebeds were eroded by a precursor to modern-day Flat Creek, cutting a relatively steep escarpment against which younger units were deposited. The surface of water-laid (i.e., alluvium and lacustrine) deposits are assumed to be more or less flat, the evidence of which has been subsequently obscured by deposition of colluvium (gravity deposits from the face of East Gros Ventre Butte) and windblown loess.

It is significant to note the site investigation did not encounter andesite or conglomerate bedrock resting on fine-grained lakebeds, which together form the ancient slide block reactivated in the WBL.

4.4 Soil Descriptions

As discussed above, the site stratigraphy is made up of wind-blown loess, colluvium, lakebed deposits, and gravelly or sandy alluvium. Generalized geologic cross-sections A-A' and B-B' (Figure 3 and Figure 4) illustrate our interpretation of the contacts between soil layers. The cross-sections are a graphical representation of approximate stratigraphic relationships, and do not necessarily allow prediction of subsurface conditions at any location other than the borings and test pits themselves. When not explicitly defined by the borings, the locations of soil contacts were estimated based on the effect they would have on the stability model (i.e., to build conservativism into the modeling effort).

Below is a detailed summary of soil descriptions, standard penetration tests, and laboratory test results organized by material origin in order of relative geologic age. Because the main geotechnical concern is relatively weak lakebed deposits, characterizing these deposits required the most effort, and therefore the largest section of text. The information described herein is also presented on the graphical borehole logs in Appendix A. Complete laboratory test results are in Appendix C.

4.4.1 Lacustrine (Lakebed) Deposits

The oldest deposit observed in the site investigation underlies the building pad below a depth of approximately 28-ft bgs and was observed in borings This unit likely represents fine-grained soil deposited in a lake formed when the outlet of the valley between East Gros Ventre Butte and Snow King Mountain was dammed from fault block rotation or landslide debris sometime after the Bull Lake Glacial episode, which ended approximately 130,000 years ago, or within the prior inter-glacial period (Ward et al, 2014). In general, these old lakebed deposits were logged in the field as slightly moist, dark gray banded light gray and white, stiff to hard, varved, lean

clay with sand. Some samples were observed to have tilted and contorted layering and a thin-walled tube sample obtained from 30-31 feet bgs was observed to have slickensides. Direct shear testing of a relatively undisturbed sample (JG-3 U2) indicate a peak effective friction angle (ϕ') of 33.5° and an effective cohesion of 1,459 psf.

Adjusted SPT blow counts, or $(N_1)_{60}$ values (i.e., adjusted to an equivalent pressure of one atmosphere and standard hammer energy efficiency of 60%), of the older lakebeds range from 22 to 80 blows per foot (bpf) with an average of 44 (stiff to hard). Moisture contents of select samples tested in the lab range from 6.8 to 11%. Tested samples had Liquid Limits (LL) of 27 and 34 with Plasticity Indices (PI) of 12 and 18 and fines content (silt and clay finer than the #200 sieve) of 72.5 and 78.2. Hydrometer testing indicates the material has a clay fraction (percent of particles smaller than 0.002 mm) on the order of 30-35%. The measured dry unit weight of sample JG-3 U2 is 123.4 pounds per ft^3 (pcf). Samples classify according to the Unified Soil Classification System (USCS) as lean clay with sand (CL).

A younger lacustrine deposit, similar in age and depositional environment as the dark gray deposit described above, was observed in borings JG-3 and JG-5 immediately below the building pad to a depth of approximately 28-ft bgs. Soil samples obtained from this soil stratum were described in the field as slightly moist, banded light and dark brown, medium stiff to hard (very stiff to hard?), and varved. $(N_1)_{60}$ values range from 20 to 72 bpf with an average of 33 bpf indicating this deposit, on average, has a stiff consistency. Tested samples have consistent LL and PL with average values of 37 and 18.5, respectively. The fines content of tested samples ranged from 90.8 to 93.7% indicating a depositional environment of even lower-energy than the older unit below. Clay sized fractions, as measured by hydrometer tests, ranged from 48 to 54.5%. Measured dry unit weights were about 109-110 pcf. Soil samples classified as lean clay (CL) according to the USCS.

Direct shear testing of the unit indicates peak effective friction angles (ϕ') of 38.3° and 37.5° and effective cohesion values of 460 psf and 932 psf, in relatively undisturbed samples JG-3 U1 and JG-5 U1 respectively. A single consolidation-swell test was performed on sample JG-5 U1 obtained from 10-12 feet bgs. The sample swelled 1.6% by volume when saturated under a 500 psf confining load. Coefficient of consolidation (Cc) of the virgin compression curve was 0.08. Swelling and/or settlement of clay lakebeds underlying the building pad needs to be better understood. Additional sampling and testing may be necessary to produce the Geotechnical Engineering Report for the proposed development.

More recent (geologically speaking) lacustrine deposits were observed in borings JG-1 between depths of 28 and 41-ft bgs. Samples of these lakebed deposits were described as moist to wet, medium stiff (or soft when wet), and massive. A thin-walled tube sample obtained from 40-42 feet bgs was observed to have slickensides within the clay. Direct shear testing of a relatively undisturbed sample (JG-1 U1) indicate peak effective friction angle (ϕ') of 28.8° and an effective cohesion of 408 psf. A groundwater surface was observed within the lakebed deposit at a depth of 36-ft bgs during the site investigation. Groundwater is discussed in Section 4.6. Two SPT test

was performed within this observed unit resulting in $(N_1)_{60}$ values of 22 (moist) and 7 (wet) bpf. A single sample was subjected to classification tests and yielded a LL of 44, PI of 24, moisture content of 20.1%, fines content of 91.5%, and clay fraction of 51%. The sample classifies in the USCS as lean clay (CL).

Deeper (i.e., older) lakebed deposits were observed to underlie the stony alluvial soils below a depth of approximately 68-ft bgs, but are generally described as very stiff (hard?)and do not significantly impact the stability model. $(N_1)_{60}$ values range from 56 to 61 bpf. Lab testing indicate LL=31, PI=13, natural moisture of 10.5%, percent fines of 66.9%, and clay fraction of 31.3%. The tested sample classifies in the USCS as lean clay with sand (CL).

The lakebeds in JG-1 appear to be relatively discontinuous and do not correlate definitively at similar elevations to the east in JG-2. It is possible the precursor to modern-day Flat Creek meandered along the edge of the valley, removing the lakebed clay from some locations and depositing them elsewhere. The creek may have also undercut the toe of the slope causing slumping of the alluvial fan-colluvium built up at the toe of the butte.

Fine-grained deposits observed in JG-2 between approximate elevations of 33 and 66-ft bgs appear to be lakebeds intermixed with colluvium and debris blow deposition, the distinction being much higher sand and gravel contents in samples thought to be deposited by gravity from the slopes above. Samples were generally described in the field as slightly moist to moist, grayish or yellowish brown, stiff to very stiff, and lacking apparent structure. $(N_1)_{60}$ values range from 29 bpf to refusal (i.e., > 100 bpf) with higher blow counts resulting from gravels within the fine-grained soil. Atterberg limits of sample JG-2 D10 from 55-ft bgs are LL=34 and PI=20. Natural moisture content at the time of sampling was 14.6%. The sample contained 91.2% split between silt-size (54.2%) and clay-size (37%) particles. A relatively undisturbed sample (JG-2 U1) was subjected to a triaxial extension test yielding a measured a peak effective friction angle (ϕ') of 26.7° and an effective cohesion of 42 psf. Samples classify in the USCS as lean clay (CL).

For the purposes of stability modeling, material properties for lakebeds have been applied for this entire mixed unit observed in JG-2 (see Section 5.1.2), which is certainly a conservative assumption, and labeled “Alluvial Fan-Clay with Sand”.

4.4.2 Alluvium

Sandy and gravelly alluvial deposits were observed in JG-1 and JG-2 below depths of 41-ft and 66.5-ft, respectively. These soils are thought to have been deposited in a high-energy environment by the pre-cursor to today’s Flat Creek. $(N_1)_{60}$ values range from 28 to refusal (i.e., > 100 blows per foot) indicating medium dense to very dense conditions. Samples were generally logged as moist to wet, brown, and stratified. No laboratory testing was performed on alluvial deposits. These soil strata are generally thought to be strong and do not significantly impact the stability modeling.

4.4.3 Colluvium and Debris Flows

Soil observed between depths of about 23 and 38-ft bgs in JG-2 have been described as colluvium and debris flow deposition. However, very little soil was recovered from SPT samples at these depths. Stony colluvium is assumed to be gravel with sand based on observing sandstone and limestone fragments in the sampler shoe and material parameters have been applied based on knowledge of similar deposits around the region.

The SPT sample from 35-ft bgs was described in the field as moist, reddish brown, mottled red sand with gray and tan angular gravels. The adjusted $(N_1)_{60}$ value is 27 bpf indicating dense conditions. No structure was observed within the material.

4.4.4 Loess (with Colluvium)

Wind-blown loess was observed near the surface in JG-1, JG-2, and JG-4. Wind deposited clayey silt loess typically "blankets" the existing surface topography wherever it is deposited. However, loess was not observed in JG-3 and JG-5 and is believed to have been removed during the grading of the building pad. The slope south of the building pad was likely created by placing native loess as fill. $(N_1)_{60}$ values in the reworked material are slightly elevated above the native loess in JG-4, suggesting reworking the material may have somewhat increased the stiffness of the soil. Development of the stability model assumed this blanket of loess and colluvium extends to the valley floor.

In general, the loess was described in the field as slightly moist to moist, light brown streaked white, very soft, and massive with pinhole voids. Occasional stones derived from rock types known to be located uphill were observed in samples. These are presumed to have been transported by gravity down slope and were incorporated into the loess as it was being deposited. Loess with gravels is referred to in the logs as Loess-with-Colluvium. For the purposes of stability modeling, modeled units of Loess and Loess-with-Colluvium have been treated as a single unit with the same material parameters.

$(N_1)_{60}$ values range from 1 to 9 bpf. Higher blow counts were recorded in soils described as Loess-with-Colluvium, ranging from 12 to 16 bpf most likely due to the sampler impacting gravels. Laboratory results indicated loess soils are classified as either lean clay (CL) or silt (ML) according to the USCS. LL values ranged from 24 to 37 and PI values from 1 to 9. Percent fines in tested loess samples were between 52 and 94% with clay fractions between 11.5 and 17.4%.

Loess soils typically have a low density and are known to be collapsible; i.e., they may suddenly and dramatically settle when wetted under load. Tests on samples of loess around the valley indicate loess has collapse potential of 6-8% by volume when saturated under a typical foundation load (i.e., 2,000 psf). Collapse settlement of loess soils may occur from many sources including poor surface drainage and ponding of water, over-irrigation against foundation walls. Loess soils likely pose the greatest risk to the project, and the extent to which they underlie the proposed project and their anticipated settlement potential should be further

evaluated. Additional sampling and testing may be necessary to produce the Geotechnical Engineering Report for the proposed development.

4.5 Surface Observations

At a neighboring property to the northwest, an over-steepened cut slope has exhibited slope movement particularly in response to the very wet winter of 2016-17. However, signs of actual or potential slope instability were not observed at 984 Budge Drive during the field investigation, including, but not limited to, cracks, subsidence, seepage, excessive moisture, ponding, and/or slumping.

Silty loess surface soils are highly erodible and are easily transported by water. Evidence of erosion may be observed in the cut slope uphill of the building pad. In addition, a deep channel has been formed near the western edge of the building pad where surface water is funneled from the cut slope (north) to a depression leading down slope (south).

Loss of vegetation, erosion, and/or steepening of slopes at the site as a result of loss of surface soils may lead to slope instability. As such, any disturbed slopes in loess shall be adequately protected against future erosion and site drainage shall be designed to minimize surface flow over unprotected, fine-grained site soils.

4.6 Groundwater

Although no free-water was observed at the time of drilling, a single vibrating wire piezometer (VWP) was installed in boring JG-3. The instrument is located 120-ft-4-inches bgs at an approximate elevation of 6,143.7-ft AMSL. Measurements performed during the spring runoff season indicate dry conditions.

At the time of the investigation, groundwater was observed in a single boring (JG-1). A free-water surface was encountered 36-ft bgs, or an elevation of 6,183-ft AMSL. Water observed within a fine-grained lacustrine deposit between 28.3 and 41.0-ft bgs is apparently in a perched condition, evident by the fact that alluvial sandy gravels below about 41-ft bgs, which would typically be free-draining, appeared drier with depth. Sand pockets or lenses observed within the lacustrine soils may be transporting groundwater within the unit. This lakebed layer, and the groundwater observed in it, is discontinuous and was not observed in the boring to the east (JG-2).

A discussion of how groundwater is incorporated into the stability model is in Section 6.1.3.

4.7 Earthquakes and Seismicity

Jackson Hole is located within the Intermountain Seismic Belt, a zone of seismicity that extends from southern Utah through eastern Idaho and western Montana and encompasses western Wyoming including the Teton Range (Smith and Arabasz, 1991). The Teton Fault is considered an important structural element of the Intermountain Seismic Belt. The fault trace is believed to

end at Teton Pass. Machette suggested that the "active" portion of the Teton fault terminates north of Wilson near Phillips Canyon and estimates that slip rates along the active fault north of Phillips Canyon are less than 0.2 mm/yr (i.e., very low). Ancient faults such as the Jackson Thrust and the Cache Creek Thrust have been mapped near the project site but are very old and not considered active.

The site is in an area of moderate seismic activity and ground shaking is expected to increase the risk of slope instability. The current peak horizontal acceleration (PGA) with 10% probability of exceedance in 50-years, equivalent to a return period of 500 years, is approximately 0.20g, according to the USGS National Seismic Hazard Maps (2008). This has been applied in this report for pseudo-static seismic slope stability analysis (see Section 5.1.4).

5.0 SLOPE STABILTIY ANALYSIS

5.1 Stability Analysis Methodology

Slope stability analyses were performed using GEO-SLOPE International's SLOPE/W limited equilibrium program (GeoStudio 2012, V8.15). The following methodology was performed in order to develop the stability model:

5.1.1 Geometry

Two cross-sections were selected to be representative of the site. Cross-section locations may be seen on Figure 2. External geometry (i.e., ground surface) of the cross-sections were developed using topographic data from a LiDAR data collected in 2015 and historical aerial photography from the Teton County GIS website. Topographic data for the temporary access road located on the south boarder of the property was supplied by Nelson Engineering. Internal geometry (i.e., subsurface conditions) was developed using the borehole data collected from the site investigation conducted in May 2017. Contacts between material types were interpreted so as to create a reasonably conservative model based on our predictions of soil origin and understanding of local geology. Figures 3 and 4 show the modeled cross-sections and predicted external and internal geometry.

Soil strata that are interpreted as lacustrine (i.e., lake beds) or alluvial deposits are assumed to be nearly horizontal with little to no slope. Soils that are classified as loess, alluvial fans, colluvium, or debris flows are assumed to have been shed off the steep uphill slope to the north and lie approximately at the same slope as the original topography of the hillside prior to the development of the lot in the early 1960s.

Slip surfaces were developed using a "Block Defined" method where the slip service can be forced to fail in the weakest soil layer within the model. The program creates hundreds of slip surfaces by connecting points of the blocks and selects the critical slip surface as the one with the lowest Factor of Safety (FS). FS is the ratio of forces resisting slope failure divided by forces tending to cause failure. A FS of 1.0 indicates imminent slope failure. FS < 1.0 implies failure and FS > 1.0 implies stability.

5.1.2 Materials

Effective stress shear strength parameters pertaining to a Mohr-Coulomb strength model were determined for the site soils from direct and triaxial shear tests, as well as utilizing correlations between the soil index properties and shear strength. Shear strength consists of two parameters: cohesion (c'), which expresses the shear strength at zero overburden pressure, and friction angle (φ'), which expresses the relationship between overburden pressure and shear strength (i.e., that shear strength increases with loading, from a minimum of c'). Unit weight is a measure of the soil's density or weight per unit volume.

A summary of the soil parameters applied to each material is shown in Table 5-1. Soil parameters were applied using a combination of field estimates, direct lab testing, and correlations with index tests. Notes accompany Table 5-1 as to how the material parameters were derived.

Table 5-1: Modeled Soil Parameters

Layer Name	Unit Weight (pcf)	Cohesion (c',psf)[4]	Friction Angle (φ', degrees)	Seismic Friction Angle (φ', degrees)[5]
YOUNGER LAKE BEDS	130[2]	0	37.5[2]	30
OLDER LAKE BEDS	132[2]	0	25[1]	20
LACUSTRINE-LEAN CLAY	125[2]	0	19.5[1]	15.6
LACUSTRINE–CLAY	120[3]	0	28[3]	22.4
ALLUVIAL SAND	125[3]	0	30[3]	24
ALLUVIAL FAN–CLAY WITH SAND	125[3]	0	25[1]	20
ALLUVIUM–GRAVEL AND COBBLE	130[3]	0	34[3]	27.2
ALLUVIUM–GRAVEL WITH SAND	125[3]	0	32[3]	25.6
ALLUVIUM–CLAY WITH GRAVEL	120[3]	0	30[3]	24
DEBRIS FLOW–SAND WITH GRAVEL	120[3]	0	28[3]	22.4
COLLUVIUM–GRAVEL WITH SAND	130[3]	0	30[3]	24
LOESS WITH COLLUVIUM	120[3]	0	30[3]	24

NOTES:

1. Residual soil strength parameters derived using methods described by Stark and Eid (1994)
2. Determined by evaluating results of direct lab testing
3. Estimated using field observations, SPT blow counts, and experience with local soil conditions
4. Theoretically, most soils in a drained condition do not have cohesion. The stability model for this site assumes drained conditions and c' = 0
5. Soil strength reduced by 20% (Hynes-Griffin and Franklin, 1984; see Section 5.1.4 below)

Direct testing in the lab (e.g., direct shear and triaxial shear) was used to obtain shear strength parameters for lakebed clays. However, slickensides were observed in samples of fine-grained materials in samples JG-1 U1 and JG-3 U2. Slickensides indicate past shearing within the soil layer, most often occurring as a result of slope movement. Deformation due to shearing alters a soil's strength from a peak value to a residual state.

To account for potential reduction in strength due to historic shearing, materials within which shearing was observed (i.e., "Older Lake Beds" and "Lacustrine – Lean Clay") are modeled using

residual strength parameters. A correlation between the percent clay, liquid limit, and overburden pressure, suggested by Stark and Eid (1994), was used in order to determine residual shear strength values.

5.1.3 Phreatic Surface

Groundwater at this site was observed at an approximate elevation of 6,183-ft on May 12, 2017, in JG-1. It is possible the subsurface exploration took place after peak groundwater levels at the site. As such, the modeled phreatic surface is elevated by 5-ft to account for possible increases in groundwater levels over those observed during the investigation. Even though groundwater was only observed in JG-1, the phreatic surface has been applied to both cross sections to account for spatial uncertainty between borings. The phreatic surface used in the model is shown the output of the stability models in Figure 5 and Figure 6.

5.1.4 Seismicity

The site is in an area of moderate seismic activity. The current peak horizontal acceleration (%) with 10% probability of exceedance in 50-years is approximately 0.20g, according to the USGS National Seismic Hazard Maps (2008). Seismicity is assessed in the slope stability models using a pseudo-static method with half the horizontal seismic load, or approximately k_h = 0.1g.

Seismic factors of safety have been evaluated using a pseudo-static approach where inertial forces from seismic accelerations are applied statically to the model. These forces are assumed to be proportional to the weight of the sliding mass times a horizontal seismic coefficient k_h. A seismic coefficient of k_h = ½PGA has been used in this assessment with a 20% reduction in the shear strength of soil materials (Hynes-Griffin and Franklin, 1984). Seismic loads have been applied to the critical slip surface determined by static analysis for each cross-section as is it assumed to be the most stressed region within the slope (Abramson et al., 2002).

5.1.5 Building Loads

It is assumed the geometry of the site will not be considerably altered from its current condition, therefore the current 2015 LiDAR survey was considered adequate, and geometry has not been adjusted in the stability models for a post-construction condition.

Foundation loads of the existing and future structures were modeled by averaging an assumed footing load over the length and width of the building and applying it as a surcharge of 250 psf.

5.1.6 Analyses

The slope stability analyses were performed using the SLOPE/W stability module of GeoStudio 2012 version 8.15.1.11236, produced by GEO-SLOPE International, Ltd. The Morgenstern-Price limit equilibrium method, which takes into consideration moment and force equilibrium, was used to analyze slope stability. Critical slip surfaces (i.e., those with the lowest modeled factor of safety) are shown on Figure 5 and Figure 6.

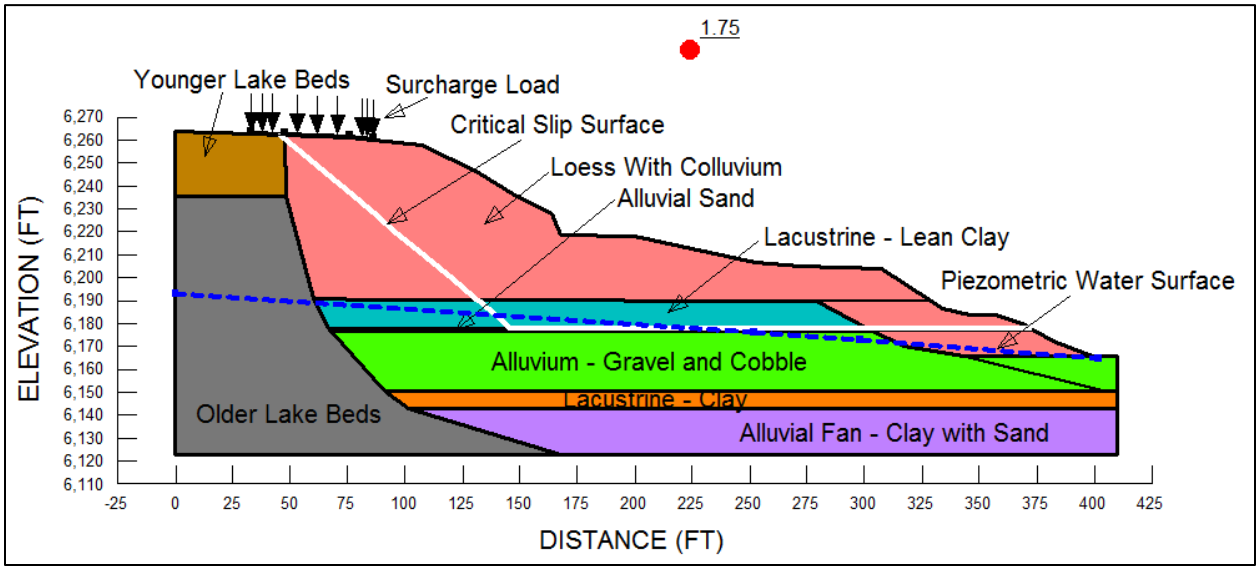


Figure 5: Stability Model Output Cross-Section A-A' – Static Analysis

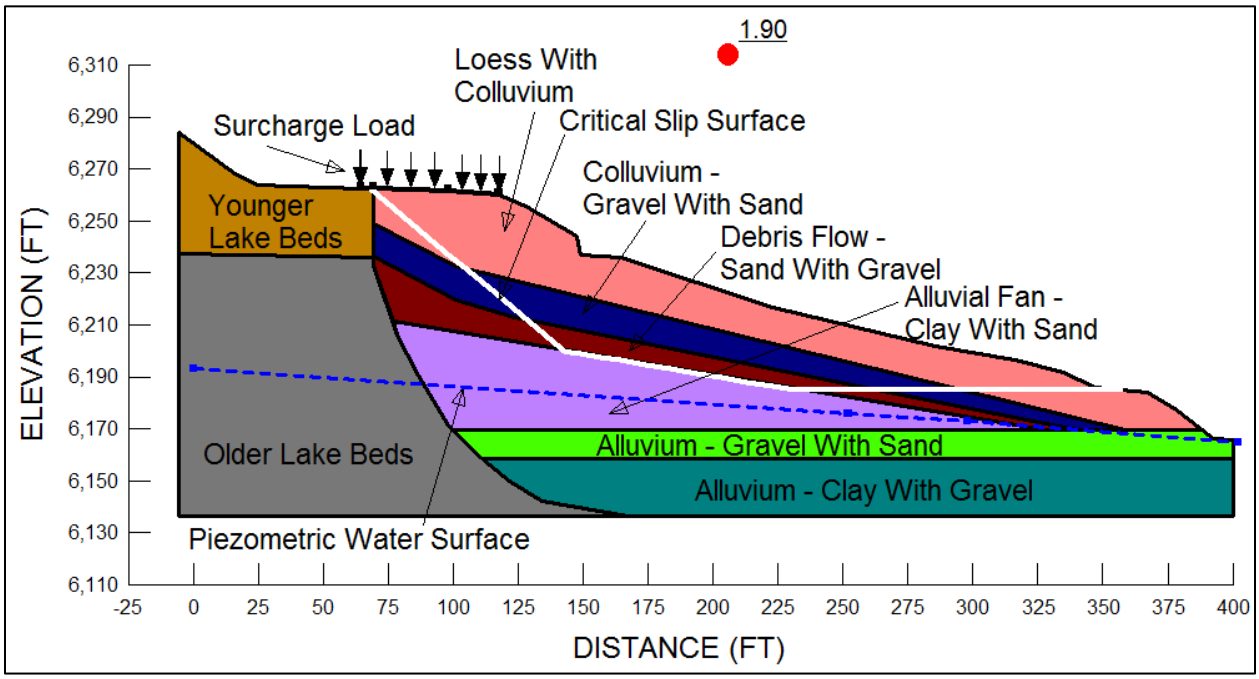


Figure 6: Stability Model Output Cross-Section B-B' – Static Analysis

5.2 Stability Analysis Results

Table 5-2 below presents factors of safety for each condition analyzed.

Table 5-2: Summary of Stability Analyses Results

Cross-Section	Analysis Condition	Modeled Factor of Safety
A-A'	Static	1.75
	Seismic	1.01
B-B'	Static	1.90
	Seismic	1.10

In summary, factors of safety (FS) with regard to slope stability exceed those generally accepted as indicating stable conditions. For instance, static FS are greater than 1.5 and seismic FS are greater than 1.0 (Hynes-Griffin and Franklin, 1984). This suggests the analyzed cross-sections are stable under static and seismic conditions for existing slope geometries and current understanding of subsurface conditions and local geology.

5.3 Stability Modeling Limitations

This analysis has been performed to assess the global stability of the site and the impacts of the proposed project after completion only. Depending on construction plans and details, further stability analysis may need to be performed. This office is prepared to perform follow-up modeling, slope stability analysis, and shoring design to support construction, if requested.

If you have any questions about this report, or if we may provide other services to you, please contact us. As the project progresses, we will be available to answer questions.

Respectfully submitted,

JORGENSEN GEOTECHNICAL, LLC

Professional Engineer
COLTER H. LANE
15936
Date 07/14/2017
WYOMING

Harrison W. Carter, E.I.
Geotechnical Engineer

Colter H. Lane, P.E.
Geotechnical Project Engineer

6.0 LIMITATIONS

This report has been prepared based on a limited amount of data. Actual site conditions may vary. The conclusions and recommendations presented in this letter assume that site conditions are not substantially different than expected. If subsurface conditions are different, Jorgensen Geotechnical, LLC, should be advised so that we can review those conditions and reconsider our recommendations where necessary.

This report was prepared for use by the owner and their representatives. It should be made available to prospective contractors for information on factual data only and not as a warranty of subsurface conditions. Any conclusions by a contractor or bidder relating to construction means, methods, techniques, sequences or costs based upon the information provided in this report are not the responsibility of the Owner or Jorgensen Geotechnical, LLC.

These services have been performed in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in this area under similar conditions. Construction on potentially collapsible soils is not without risk. No warranty of performance is made or implied.

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APPENDIX A:
Borehole Logs

Jorgensen Geotechnical, LLC
Jackson Wyoming 83001
Telephone: 307-733-5150
Fax: 307-733-5187

TEST HOLE LOG

PROJECT NAME: 16092 - 984 Budge Drive	DATE: 5/12/2017
PROJECT LOCATION: 984 Budge Drive, Jackson, WY	HOLE NO.: JG-1
TEST HOLE LOCATION: See site map	

ELEVATION G.S. (ft.): 6219	TOTAL DEPTH (ft.): 76.5	GROUNDWATER LEVEL (ft.): 36	MEASURED FROM: Ground surface
DRILL TYPE: BK-81	HAMMER: 140# Auto	DRILL CO: HazTech Drilling, Inc.	DRILLER: Chris	LOGGED BY: hc

DEPTH (ft.)	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
							COMMENTS: Drilled through road base (i.e. crushed angular gravel with sand) at surface					
1-4							0.0-28.3ft [LOESS / LOESS WITH COLLUVIUM]					
5-6	D1	3-3-2	6	47%			5.0ft Easy drilling. LEAN CLAY with sand: Moist, brown, soft, massive, roots and pinhole voids, HCl+ [LOESS]					
7-9							Easy drilling.					
10-11	D2	1-0-1	1	80%			10.0ft LEAN CLAY with sand: Moist, brown streaked white, very soft, massive, pinhole voids, HCl+ [LOESS]					
12-15												
15-16	D3	2-3-4	9	80%		CL	15.0ft LEAN CLAY with gravel: Very moist, brown, soft, massive, sand with black angular gravel, 24.3% gravel, 16.5% sand, silt fraction 41.8%, clay fraction 17.4% [LOESS WITH COLLUVIUM]	16.1		28	9	
17-20												
20-21	D4	2-4-5	12	100%			20.0ft LEAN CLAY with sand and gravel: Very moist, tan blotched brown, medium stiff, massive, clay with sand and fine gravel, end of sample had dominant color of brown streaked white and tan [LOESS]					
22-25												
25-26	D5	4-4-9	16	73%			25.0ft LEAN CLAY with sand and gravel: Very moist, dark brown, medium stiff, massive, clay with sand and fine gravel, end of sampler had tan stone [LOESS WITH COLLUVIUM]					
27-29							28.3-41.0ft [LACUSTRINE]					

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TEST HOLE LOG

PROJECT NAME: 16092 - 984 Budge Drive | DATE: 5/12/2017

PROJECT LOCATION: 984 Budge Drive, Jackson, WY | HOLE NO.: JG-1

DEPTH (ft.)	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
							COMMENTS: Drilled through road base (i.e. crushed angular gravel with sand) at surface					
31	D6	5-7-11	22	100%		CL	30.0ft Silty LEAN CLAY: Moist, brown streaked white, white is HCl+, medium stiff, massive, clay with occasional fine gravel, 0% gravel, 8.5% sand, silt fraction 40.5%, clay fraction 51% [LACUSTRINE]	20.1		44	24	
35	D7	2-3-3	7	100%			35.0ft LEAN CLAY with sand: Wet, brown streaked white, soft, massive, clay with black sand [LACUSTRINE] ▼					
36							36.0ft Water observed during drilling. Possibly perched above clay deposit below.					
41	U1					CL	40.0ft Shelby tube collected at 40-42 feet. Slickensides observed when sample extruded.	27.8	93.7			
42							41.0-42.0ft Sand in bottom of shelby tube.					
43	D8	29-31-50/4"	65	40%			42.0-68.3ft [ALLUVIUM] 42.3ft SAND with gravel: Wet, brown and black, very dense, massive, sand and subrounded to rounded gravel, stones in shoe [ALLUVIUM]					
45	D9	9-16-15	30	53%			45.0ft SAND with gravel: Moist, brown and black, dense, massive, brown sandy matrix, black gravel and cobble, stones in shoe [ALLUVIUM]					
50	D10	19-17-20	36	47%			50.0ft SAND with gravel: Wet, brown and black, dense, massive, brown sandy matrix with black subrounded to rounded clasts and orangish tan subrounded to rounded clasts, stone in shoe [ALLUVIUM]					
55	D11	18-17-24	25	53%			55.0ft SAND with gravel: Wet, brown and black, medium dense, massive, sandy matrix with rounded quartzite gravels [ALLUVIUM]					
60	D12	19-17-23	35	47%			60.0ft GRAVEL/COBBLE with sand: Wet, 0.4 to 0.7 (D12-1) is brown sandy matrix with black gravel and cobble, 0.4 to shoe (D12-2) is broken red gravel and cobble, dense, massive, stone in shoe [ALLUVIUM / COLLUVIUM]					

TEST HOLE LOG JORGENSEN GEO 984 BUDGE TP LOGS.GPJ JORGENSEN GEO 08-2015.GDT 7/14/17

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TEST HOLE LOG

PROJECT NAME: 16092 - 984 Budge Drive | DATE: 5/12/2017

PROJECT LOCATION: 984 Budge Drive, Jackson, WY | HOLE NO.: JG-1

DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
66		D13	16-30-29	48	67%			COMMENTS: Drilled through road base (i.e. crushed angular gravel with sand) at surface 65.0ft GRAVEL/COBBLE with sand: Wet, brown, sand and gravel with quartzite broken cobble, dense, massive, reddish brown broken clast, stone in shoe [ALLUVIUM]					
67													
68								68.3-76.0ft [ALLUVIUM / LACUSTRINE]					
69													
70		D14	12-30-41	47	87%			70.0ft CLAY with sand and gravel: Very moist, grey mottled burnt red, very stiff, clay and sand with rounded gravel clasts, black HCl+ stone in shoe [ALLUVIUM / LACUSTRINE]					
71													
72													
73													
74													
75		D15	28-37-44	61	93%		CL	75.0ft Silty LEAN CLAY with sand: Very moist, grey mottled red, clayey sand with broken black HCl+ limestone clast, sample D15-1, 4% gravel, 29.1% sand, silt fraction 35.6%, clay fraction 31.3% [LACUSTRINE]	10.5		31	13	
76								76.0-76.5ft CLAY: Slightly moist, dark grey folded bands of brown and red, varved, very stiff, sample D15-2 [LACUSTRINE]					
77								Notes: Backfilled with spoils, capped with approximately 5 feet of bentonite chips. Remainder of spoils removed from site. Groundwater elevation of 6,183 feet on May 12, 2017.					
78													
79													
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TEST HOLE LOG JORGENSEN GEO 984 BUDGE TP LOGS.GPJ JORGENSEN GEO 08-2015.GDT 7/14/17

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Fax: 307-733-5187

TEST HOLE LOG

PROJECT NAME: 16092 - 984 Budge Drive	DATE: 5/11/2017
PROJECT LOCATION: 984 Budge Drive, Jackson, WY	HOLE NO.: JG-2
TEST HOLE LOCATION: See site map	

ELEVATION G.S. (ft.): 6236	TOTAL DEPTH (ft.): 91.5	GROUNDWATER LEVEL (ft.): NA	MEASURED FROM: Ground surface
DRILL TYPE: BK-81	HAMMER: 140# Auto	DRILL CO: HazTech Drilling, Inc.	DRILLER: Chris	LOGGED BY: hc

DEPTH (ft.)	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
							COMMENTS: Drilled through road base (i.e. crushed angular gravel with sand) at surface					
1-4							0.0-14.0ft [LOESS]					
5-6	D1	1-0-1	2	67%			5.0ft SILT: Slightly moist, light brown mottled white, very soft, massive with pinhole voids, roots, HCl+ [LOESS] Easy drilling					
10-11	D2	1-1-1	3	80%		ML	10.0ft SILT: Slightly moist, light brown mottled and streaked white, very soft, massive with pinhole voids, roots, HCl+, 8% sand, 80.5% silt fraction, 11.5% clay fraction [LOESS]	16.6		24	1	
14							14.0-18.3ft Driller noted change at 14'					
15-16	D3	2-6-7	17	80%		GM	Silty GRAVEL with sand: Moist to very moist, light brown to tan, medium stiff, massive, clay with sand and angular grey to black clasts, clasts are HCl+, 41.7% gravel, 31.1% sand, 17.5% silt fraction, 9.7% clay fraction [LOESS WITH COLLUVIUM]	27.2		36	4	
18							18.3-21.2ft LEAN CLAY with sand and gravel: Slightly moist, grey streaked tan, white and orange, medium stiff, no structure, clay with sand and gravel, HCl+ [COLLUVIUM]					
20-21	D4	6-7-7	19	60%								
22							21.2-23.3ft Silty GRAVEL with sand: 0.0 to 0.3, Slightly moist, orangish tan with angular black to white gravel, massive, black HCl-, basalt stone in shoe [LOESS WITH COLLUVIUM]. Driller noted stony at 23'					
25-26		18-20-18	45	0%			23.3-33.3ft [STONY COLLUVIUM] 25.0ft NO RECOVERY					

TEST HOLE LOG JORGENSEN GEO 984 BUDGE TP LOGS.GPJ JORGENSEN GEO 08-2015.GDT 7/14/17

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TEST HOLE LOG

PROJECT NAME: 16092 - 984 Budge Drive | DATE: 5/11/2017

PROJECT LOCATION: 984 Budge Drive, Jackson, WY | HOLE NO.: JG-2

DEPTH (ft.)	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
31	D5	7-16-23	47	0%			30.0ft NO RECOVERY, white subangular sandstone stone in shoe					
33							33.3-38.3ft [DEBRIS FLOW]					
35	D6	18-15-12	27	80%			35.0ft SAND with gravel: Moist, reddish brown mottled red with grey and tan angular gravel, dense, massive/intact, occasional subangular red fine gravel, sand and gravel with trace fines [DEBRIS FLOW]					
38							38.0ft Driller noted change at 38'					
39							38.3-66.5ft [ALLUVIAL FAN / LACUSTRINE]					
40	D7	5-8-10	19	53%			40.0ft LEAN CLAY with sand: Slightly moist to moist, greyish brown streaked red and black, medium stiff, no structure [LACUSTRINE]					
45	U1					CL	45.0ft Shelby tube collected at 45-47 feet: LEAN CLAY with sand: 3.9% gravel, 19.5% sand, 30% silt fraction, 46.6% clay fraction [LACUSTRINE]	19.8	109.9	41	17	
47	D8	18-15-24	38	60%			47.0ft CLAY with sand and gravel: Slightly moist to moist, yellowish to greyish brown mottled red, stiff, no structure, occasional black angular clast [ALLUVIAL FAN]					
50	D9	23-30-41	57	60%			50.0ft CLAY with sand and gravel: Slightly moist to moist, yellowish to greyish brown mottled red, very stiff, no structure, occasional black angular clast, dark grey clasts (HCl-), occasional rounded grey gravel, stone in shoe [ALLUVIAL FAN]					
55	D10	8-14-18	29	100%		CL	55.0ft LEAN CLAY with sand: Slightly moist to moist, grey to yellowish brown, occasional mottled red, stiff, massive, slight HCl+, 0% gravel, 8.8% sand, 54.2% silt fraction, 37% clay fraction [ALLUVIAL FAN]	14.6		34	18	
60	D11	14-13-24	32	73%			60.0ft Driller noted stony drilling at 60'					
62							LEAN CLAY with sand and gravel: Moist, greyish brown blotched dark grey and light grey, stiff, massive with occasional stratification, occasional subangular red gravel and angular dark grey gravel [DEBRIS FLOW / LACUSTRINE]					
64												

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TEST HOLE LOG

PROJECT NAME: 16092 - 984 Budge Drive | DATE: 5/11/2017

PROJECT LOCATION: 984 Budge Drive, Jackson, WY | HOLE NO.: JG-2

DEPTH (ft.)	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
66	D12	50/4"	> 100	40%			65.0ft LEAN CLAY with sand: Moist, greyish brown blotched black and stained red, very stiff, massive with occasional stratification, rock powder at end (HCl+), stone in shoe [ALLUVIAL FAN / LACUSTRINE]					
67							66.5-77.5ft [ALLUVIAL GRAVELS]					
68	D13						68.0ft Rounded gravels, grinding, took cuttings sample [ALLUVIAL GRAVELS]					
69												
70												
71		50/4"	> 100	0%			70.0ft NO RECOVERY, stone in shoe, same as cuttings above. [ALLUVIAL GRAVELS]					
72												
73												
74	D14						74.0ft Took cuttings sample [ALLUVIAL GRAVELS]					
75	D15	50+	> 100	47%			75.0ft GRAVEL with sand: Dry, light grey and white, very dense, massive, HCl+, stone in shoe [ALLUVIAL GRAVELS]					
76												
77							Very slow drilling.					
78							77.5-81.0ft [ALLUVIUM]					
79												
80	D16	12-19-37	27	73%			80.0ft SAND with gravel: Moist, brown, medium dense, massive, sand with <5% fines, 0.0 to 0.5' of sample sand with black and red gravel clasts, stone in shoe [ALLUVIUM]					
81							81.0-91.5ft [ALLUVIUM]					
82							83.0ft Driller noted slower drilling and grinding at 83'					
83												
84												
85	D17	17-23-50+	31	60%			85.0ft Clayey GRAVEL with sand: Slightly moist, brown clay with dark grey clasts, medium dense to dense, occasional orangish tan and red fine gravel clasts, no apparent structure, stone in shoe [ALLUVIUM]					
86												
87												
88												
89												
90	D18	19-21-23	28	73%			90.0ft Clayey SAND with gravel: Moist, brown, medium dense, massive, sand and fine gravel, brown clay and stone in shoe [ALLUVIUM]					
91												
92							Notes: Backfilled with spoils, capped with approximately 5 feet of bentonite chips. Remainder of spoils removed from site. No groundwater encountered on May 11, 2017.					
93												
94												
95												
96												
97												
98												
99												

TEST HOLE LOG JORGENSEN GEO 984 BUDGE TP LOGS.GPJ JORGENSEN GEO 08-2015.GDT 7/14/17

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TEST HOLE LOG

PROJECT NAME: 16092 - 984 Budge Drive	DATE: 5/10/2017
PROJECT LOCATION: 984 Budge Drive, Jackson, WY	HOLE NO.: JG-3
TEST HOLE LOCATION: See site map	

ELEVATION G.S. (ft.): 6264	TOTAL DEPTH (ft.): 121.5	GROUNDWATER LEVEL (ft.): NA	MEASURED FROM: Ground surface
DRILL TYPE: BK-81	HAMMER: 140# Auto	DRILL CO: HazTech Drilling, Inc.	DRILLER: Chris	LOGGED BY: hc

DEPTH (ft.)	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	CLASSIFICATION	DESCRIPTION	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)
						COMMENTS: Drilled at toe of cut slope, surface is gravels from the parking lot.				
1-4						0.0-28.3ft [YOUNGER LAKE BEDS, i.e. LACUSTRINE]				
5-6	D1	7-9-6	18	77%		5.0ft LEAN CLAY: Slightly moist, banded light and dark brown, medium stiff, varved, plastic clay [LACUSTRINE]				
7-9						Easy drilling.				
10-11	U1				CL	10.0-12.0ft Shelby tube sample collected at 10-12 feet. LEAN CLAY: 0% gravel, 9.2% sand, 36.3% silt fraction, 54.5% clay fraction [LACUSTRINE]	16.6	110.9	38	20
12						12.0ft LEAN CLAY: Moist, banded light and dark brown and black, stiff, varved [LACUSTRINE]				
13	D2	5-9-15	33	100%		Driller notes: Easy drilling between samples.				
14-15						15.0ft As above [LACUSTRINE]				
16	D3	10-8-10	23	40%		Driller notes: Easy drilling between samples.				
17-20						20.0ft LEAN CLAY: Moist, dark brown banded black and grey, occasional white, white is HCl+, stiff [LACUSTRINE]				
21	D4	3-7-10	46	93%		Driller notes: Easy drilling between samples.				
22-25						25.0ft LEAN CLAY: Very moist, dark brown mottled black and occasional white and grey blotches, white is HCl+, medium stiff, massive [LACUSTRINE]				
26	D5	5-7-10	20	80%		Driller notes: Easy drilling between samples.				
27-29						28.3-121.5ft [OLDER LAKE BEDS, i.e. LACUSTRINE]				

TEST HOLE LOG JORGENSEN GEO 984 BUDGE TP LOGS.GPJ JORGENSEN GEO 08-2015.GDT 7/14/17

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TEST HOLE LOG

PROJECT NAME: 16092 - 984 Budge Drive | DATE: 5/10/2017

PROJECT LOCATION: 984 Budge Drive, Jackson, WY | HOLE NO.: JG-3

DEPTH (ft.)	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	CLASSIFICATION	DESCRIPTION	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)
31	U2					30.0ft Shelby tube collected from 30-32 feet: Black and grey streaked white in shelby tube. Slickensides observed when sample extruded.		123.4		
32	D6	10-18-31	56	73%	CL	32.0ft LEAN CLAY with sand: Slightly moist, dark grey banded light grey and white, tilted at approximately 20 degrees, very stiff, varved, HCl+, 4.6% gravel, 17.2% sand, 42.4% silt fraction, 35.8% clay fraction [LACUSTRINE]	11.0		34	18
35	D7	50+	> 100	40%		Driller notes: Slow drilling between samples. 35.0ft LEAN CLAY with sand: Dry, grey mottled and streaked white, very stiff, massive, clay with sand, occasional fine gravel [LACUSTRINE]				
40	D8	27-34-35	71	73%		40.0ft As above, HCl+ [LACUSTRINE] Driller notes: Slow drilling between samples.				
45	D9	7-16-25	40	100%		45.0ft LEAN CLAY with sand: Slightly moist, grey streaked white, stiff, massive, clay with sand (gritty on teeth), occasional fine gravel [LACUSTRINE]				
50	D10	8-16-25	37	67%		50.0ft As above [LACUSTRINE] Driller notes: Slower drilling between samples.				
55	D11	10-42-50+	36	100%		55.0ft LEAN CLAY with sand: Slightly moist, grey mottled and streaked white, stiff, massive, clay with occasional fine gravel [LACUSTRINE]				
60	D12	27-50+	> 100	100%		60.0ft LEAN CLAY with sand: Dry, grey mottled and streaked white, very stiff, massive, clay with sand, occasional fine gravel [LACUSTRINE]				
64										

COMMENTS: Drilled at toe of cut slope, surface is gravels from the parking lot.

WELL COMPLETION

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TEST HOLE LOG

PROJECT NAME: 16092 - 984 Budge Drive | DATE: 5/10/2017

PROJECT LOCATION: 984 Budge Drive, Jackson, WY | HOLE NO.: JG-3

DEPTH (ft.)	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
66		20-28-47	42	100%			65.0ft As above [LACUSTRINE] Stiff consistency.					
67												
68												
69												
70	D13	14-22-34	42	100%		CL	70.0ft LEAN CLAY with sand: Dry, grey mottled and streaked white, stiff, massive, clay with sand, occasional fine gravel, 0% gravel, 27.5% sand, 43.8% silt fraction, 28.7% clay fraction [LACUSTRINE]	7.8		27	12	
71												
72												
73												
74												
75		47-50+	> 100	53%			75.0ft LEAN CLAY with sand: Dry, grey mottled and streaked white, very stiff, massive, HCl+, clay with sand, occasional fine gravel [LACUSTRINE]					
76												
77												
78												
79												
80		50+	> 100	27%			80.0ft As above [LACUSTRINE]					
81												
82												
83												
84												
85		50+	> 100	27%			85.0ft As above [LACUSTRINE]					
86												
87												
88												
89							89.0ft Driller noted: Stony and hard drilling at 89 feet.					
90	D14	24-42-50+	26	47%			90.0ft As above [LACUSTRINE]					
91												
92												
93												
94												
95		24-50+	> 100	40%			95.0ft As above [LACUSTRINE]					
96												
97												
98												
99												

COMMENTS: Drilled at toe of cut slope, surface is gravels from the parking lot.

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TEST HOLE LOG

PROJECT NAME: 16092 - 984 Budge Drive | DATE: 5/10/2017

PROJECT LOCATION: 984 Budge Drive, Jackson, WY | HOLE NO.: JG-3

DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
101		D15	23-50+	> 100	47%			100.0ft As above [LACUSTRINE]					
105		D16	19-40-50+	22	87%			105.0ft As above [LACUSTRINE]					
110			15-26-38	33	67%			110.0ft As above [LACUSTRINE]					
115		D17	18-28-45	36	53%			115.0ft As above [LACUSTRINE]					
120		D18	22-27-46	35	93%			120.0ft As above [LACUSTRINE]					

COMMENTS: Drilled at toe of cut slope, surface is gravels from the parking lot.

Notes:
VWP installed in 1 inch PVC pipe 120 ft 4 in below the ground surface, grouted in place with flush mount vault installed at surface. VWP serial number 1701273. No groundwater encountered on May 10, 2017.

TEST HOLE LOG JORGENSEN GEO 984 BUDGE TP LOGS.GPJ JORGENSEN GEO 08-2015.GDT 7/14/17

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TEST HOLE LOG

PROJECT NAME: 16092 - 984 Budge Drive	DATE: 5/12/2017
PROJECT LOCATION: 984 Budge Drive, Jackson, WY	HOLE NO.: JG-4
TEST HOLE LOCATION: See site map	

ELEVATION G.S. (ft.): 6262	TOTAL DEPTH (ft.): 41.5	GROUNDWATER LEVEL (ft.): NA	MEASURED FROM: Ground surface
DRILL TYPE: BK-81	HAMMER: 140# Auto	DRILL CO: HazTech Drilling, Inc.	DRILLER: Chris	LOGGED BY: hc

DEPTH (ft.)	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION / COMMENTS:	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
1-4							0.0-15.0ft [LOESS/FILL]					
5-6	D1	2-1-2	5	40%			5.0ft LEAN CLAY with sand: Slightly moist, dark brown mottled light brown, very soft, massive, light brown is HCl+ [LOESS/FILL]					
7-10	D2	2-2-2	5	60%			10.0ft LEAN CLAY with sand: Slightly moist, dark brown streaked light brown, very soft, massive, light brown is HCl+ [LOESS/FILL]					
11-15	D3	2-1-1	3	53%		ML	15.0-18.3ft SILT: Moist, dark brown streaked white, very soft, massive, fine sand and silt, 0.9% gravel, 5.3% sand, 80% silt fraction, 13.8% clay fraction [LOESS]	19.4		25	2	
16-18							18.3-28.3ft [LOESS WITH COLLUVIUM GRAVEL] 18.5ft Driller noted change to stiffer drilling at 18.5'					
19-20	D4	3-5-7	16	80%		ML	20.0ft Sandy SILT: Very moist, tan, medium stiff, massive, sand and clay with black angular basalt gravel (gravel is not HCl+), tan is HCl+, 3.7% gravel, 43.9% sand, 39.6% silt fraction, 12.8% clay fraction [LOESS WITH COLLUVIUM GRAVEL]	34.3		37	4	
21-25	D5	7-9-10	24	87%			25.0ft Sandy SILT with gravel: Moist, tan (HCl+), fading to dark brown mottled tan, fading to all dark brown at bottle of sampler, medium stiff, massive, clay with sand and angular gravel (not HCl+) [LOESS WITH COLLUVIUM GRAVEL]					
26-29							28.3-33.3ft [COLLUVIUM WITH LOESS]					

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TEST HOLE LOG

PROJECT NAME: 16092 - 984 Budge Drive | DATE: 5/12/2017

PROJECT LOCATION: 984 Budge Drive, Jackson, WY | HOLE NO.: JG-4

DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION / COMMENTS:	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
31		D6	10-10-7	17	60%			30.0ft GRAVEL with sand and silt: Moist, dark brown, medium dense, massive, gravel with sand and clay, black gravel is not HCl+, occasional red fine gravel [COLLUVIUM WITH LOESS]					
32													
33								33.3-41.5ft [TENSLEEP AND MADISON COLLUVIUM]					
34													
35								35.0ft GRAVEL with sand: Moist, pinkish grey, medium dense, massive, white rock powder (HCl+), crushed grey gravel with sandy matrix, pink and grey are not HCl+ [TENSLEEP AND MADISON COLLUVIUM]					
36		D7	8-9-13	25	67%								
37													
38													
39													
40								40.0ft GRAVEL with sand: Very moist, pinkish tan, medium dense, massive, greyish tan gravel (not HCl+), slight HCl reaction in sand matrix [TENSLEEP AND MADISON COLLUVIUM]					
41		D8	9-13-14	29	67%								
42								Note: Stopped at request. No groundwater observed at time of drilling. Backfilled with spoils, capped with approximately 5-ft of bentonite.					
43													
44													
45													
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TEST HOLE LOG JORGENSEN GEO 984 BUDGE TP LOGS.GPJ JORGENSEN GEO 08-2015.GDT 7/14/17

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TEST HOLE LOG

PROJECT NAME: 16092 - 984 Budge Drive	DATE: 5/12/2017
PROJECT LOCATION: 984 Budge Drive, Jackson, WY	HOLE NO.: JG-5
TEST HOLE LOCATION: See site map	

ELEVATION G.S. (ft.): 6264	TOTAL DEPTH (ft.): 31.5	GROUNDWATER LEVEL (ft.): NA	MEASURED FROM: Ground surface
DRILL TYPE: BK-81	HAMMER: 140# Auto	DRILL CO: HazTech Drilling, Inc.	DRILLER: Chris	LOGGED BY: hc

DEPTH (ft.)	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
							COMMENTS: Drilled at toe of cut slope, surface is gravels from the parking lot.					
1-4							0.0-28.3ft [YOUNGER LAKE BEDS, i.e. LACUSTRINE]					
5-6	D1	4-6-9	23	67%			5.0ft LEAN CLAY: Slightly moist, brown banded grey, medium stiff, varved [LACUSTRINE]					
7-9												
10-11	U1					CL	10.0ft Shelby tube collected from 10-12 feet.		109.3			
12-13	D2	5-7-10	23	67%			12.0ft LEAN CLAY: Slightly moist, brown banded grey, medium stiff, varved [LACUSTRINE]					
14-15												
15-16	D3	3-6-10	21	80%		CL	15.0ft LEAN CLAY: Moist to very moist, brown banded grey and light brown, bands are sloped/contorted at an angle, medium stiff, clay, 0% gravel, 6.3% sand, 45.7% silt fraction, 48% clay fraction [LACUSTRINE]	16.9		36	17	
17-20												
20-21	D4	8-15-22	48	67%			20.0ft LEAN CLAY with gravel: Slightly moist, dark brownish grey banded brown, stiff, clay with white and grey broken gravel [LACUSTRINE]					
22-24							22.0ft Driller noted stiffer material at 22'					
25-26	D5	10-23-37	72	93%			25.0ft CLAY: Slightly moist, dark grey banded white at angles with occasional brown band, very stiff [LACUSTRINE]					
27-29							28.3-31.5ft [OLDER LAKE BEDS, i.e. LACUSTRINE]					

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TEST HOLE LOG

PROJECT NAME: 16092 - 984 Budge Drive | DATE: 5/12/2017

PROJECT LOCATION: 984 Budge Drive, Jackson, WY | HOLE NO.: JG-5

DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
31		D6	17-26-42	80	93%			COMMENTS: Drilled at toe of cut slope, surface is gravels from the parking lot. 30.0ft LEAN CLAY with sand: Slightly moist, grey to dark grey streaked and blotched white, hard [LACUSTRINE] Notes: Backfilled with spoils, capped with approximately 5 feet of bentonite chips. No groundwater encountered on May 12, 2017.					

32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64

TEST HOLE LOG JORGENSEN GEO 984 BUDGE TP LOGS.GPJ JORGENSEN GEO 08-2015.GDT 7/14/17

APPENDIX B:
Vibrating Wire Piezometer
Calibration Sheet

Borehole JG-3

VW Piezometer Calibration Certificate

Serial #: 1701273
Range : 350 kPa
Cable Length: 45 m
Date of Calibration: 4/14/2017

Part #: 52611027
Cable Part # : 50613524
Calibrated by: AM
Note:

ABC Calibration Factors

	A	B	C
kPa	-9.895957E-5	2.358222E-3	8.267321E+2
psi	-1.435287E-5	3.420312E-4	1.199074E+2

Pressure in kPa/psi = $(A \times Hz^2) + (B \times Hz) + C$, where Hz is frequency in Hertz.

TI Calibration Factors

	C0	C1	C2	C3	C4	C5
kPa	8.284002E+2	-1.588566E-4	1.132191E-1	-9.845533E-5	-1.331748E-6	-6.740813E-4
psi	1.201451E+2	-2.303939E-5	1.642046E-2	-1.427924E-5	-1.931469E-7	-9.776379E-5

Pressure in kPa/psi = $C0 + (C1 \times Hz) + (C2 \times T) + (C3 \times Hz^2) + (C4 \times Hz \times T) + (C5 \times T^2)$

Where Hz is the frequency reading in Hertz and T is the Thermistor reading in degrees C.
TI factors are calculated from temperatures at 5.0, 15.0 and 25.0 degrees C.
Applied pressure and temperature are NIST traceable.

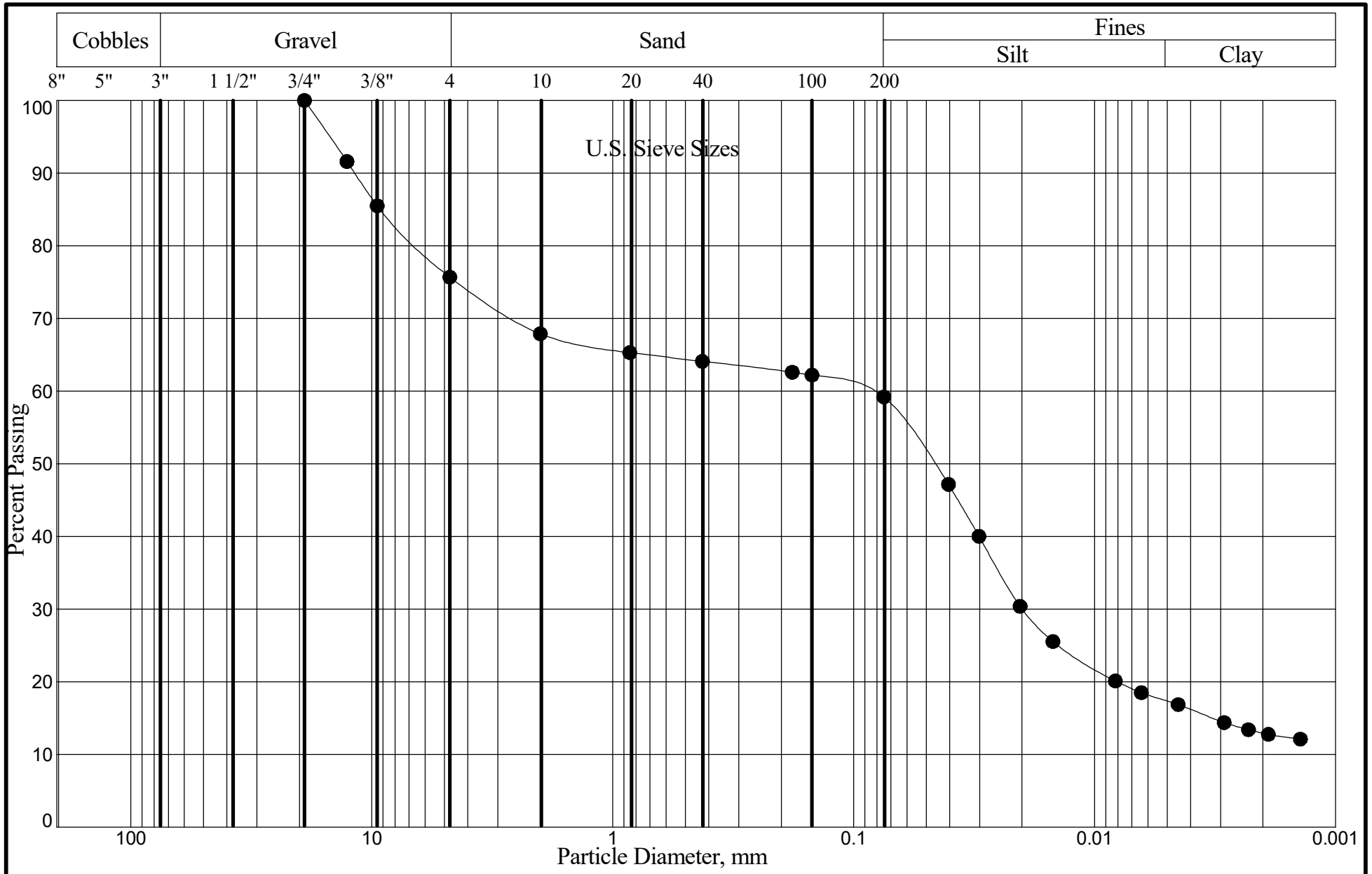
Summary of Test Results at 15°C

Thermistor reading is 14.5 °C.

Applied Pressure is referenced to 1 atm. Calculated Pressure uses ABC Calibration factors.

Applied (kPa)	Equivalent (psi)	Frequency (Hz)	Calculated (kPa)	Calculated (psi)	Error (%FS)
0.0	0.00	2902.6	-0.2	-0.02	0.05
35.0	5.08	2840.3	35.1	5.09	-0.03
70.0	10.15	2777.1	70.1	10.16	-0.02
105.0	15.23	2712.4	105.1	15.24	-0.02
140.0	20.31	2646.2	140.0	20.31	-0.01
175.0	25.38	2578.2	175.0	25.38	0.00
210.0	30.46	2508.4	210.0	30.46	0.00
245.0	35.53	2436.7	244.9	35.52	0.03
280.0	40.61	2362.6	279.9	40.60	0.02
315.0	45.69	2286.1	314.9	45.68	0.02
350.0	50.76	2206.5	350.1	50.78	-0.04

APPENDIX C:
Laboratory Test Results



SK GEOTECHNICAL
1 Holman Avenue
P. O. Box 80190
, MT 59108-0190
e: 406.652.3930
Fax: 406.652.3944

Grain Size Analysis Curve

Project Number: 05-3404L

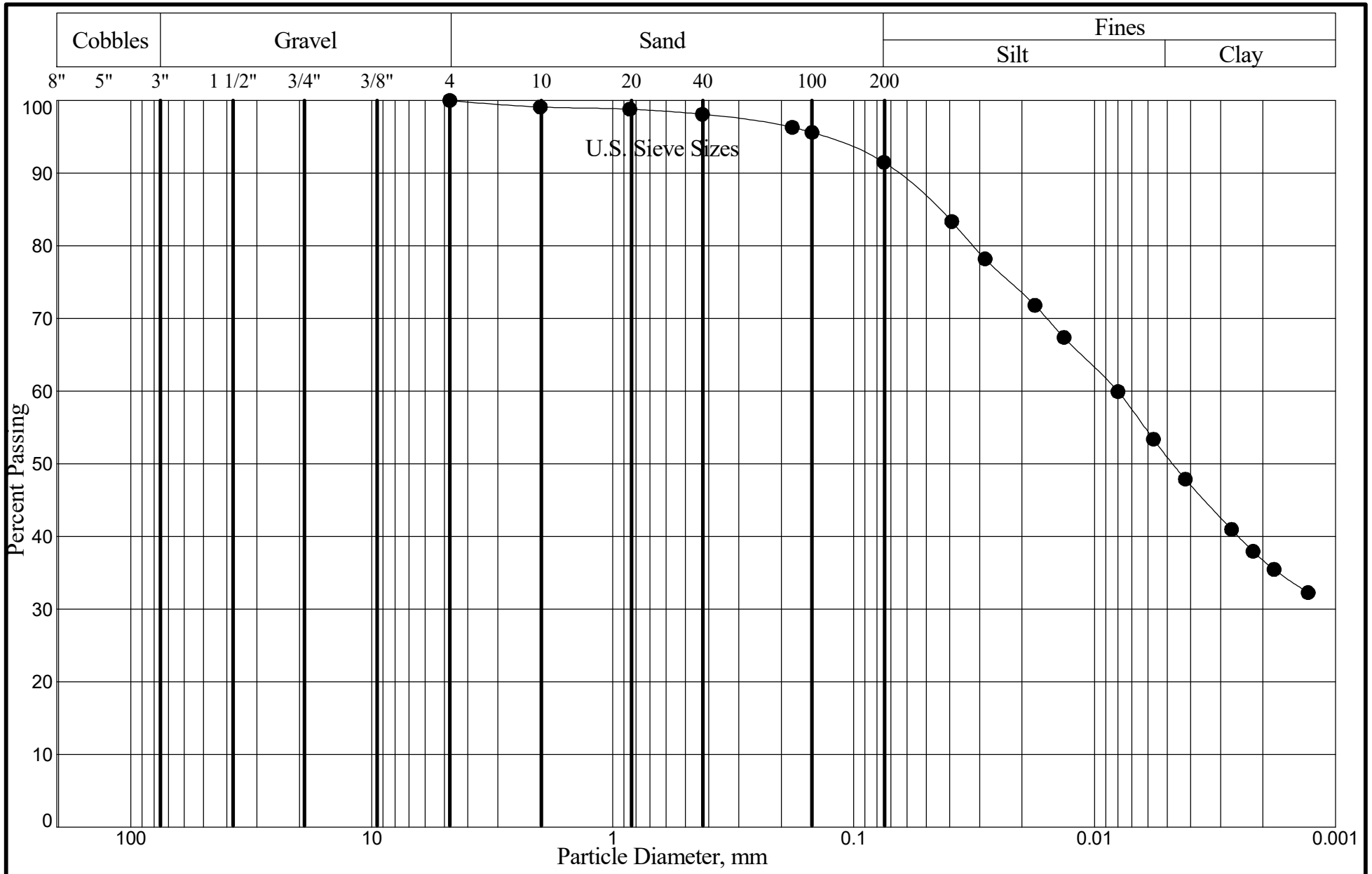
984 Budge Drive

Boring No.:	JG-1
Sample No:	D3
Depth:	15' to 16.5'
Date Received:	05/19/2017

5/26/17

% Gravel:	24.3	LL:	28
% Sand:	16.5	PL:	19
% Silt:	41.8	PI:	9
% Clay:	17.4	MC:	16.1%
Class:	CL		

Gravelly Lean Clay With Sand



SK GEOTECHNICAL
1 Holman Avenue
P. O. Box 80190
, MT 59108-0190
e: 406.652.3930
Fax: 406.652.3944

Grain Size Analysis Curve

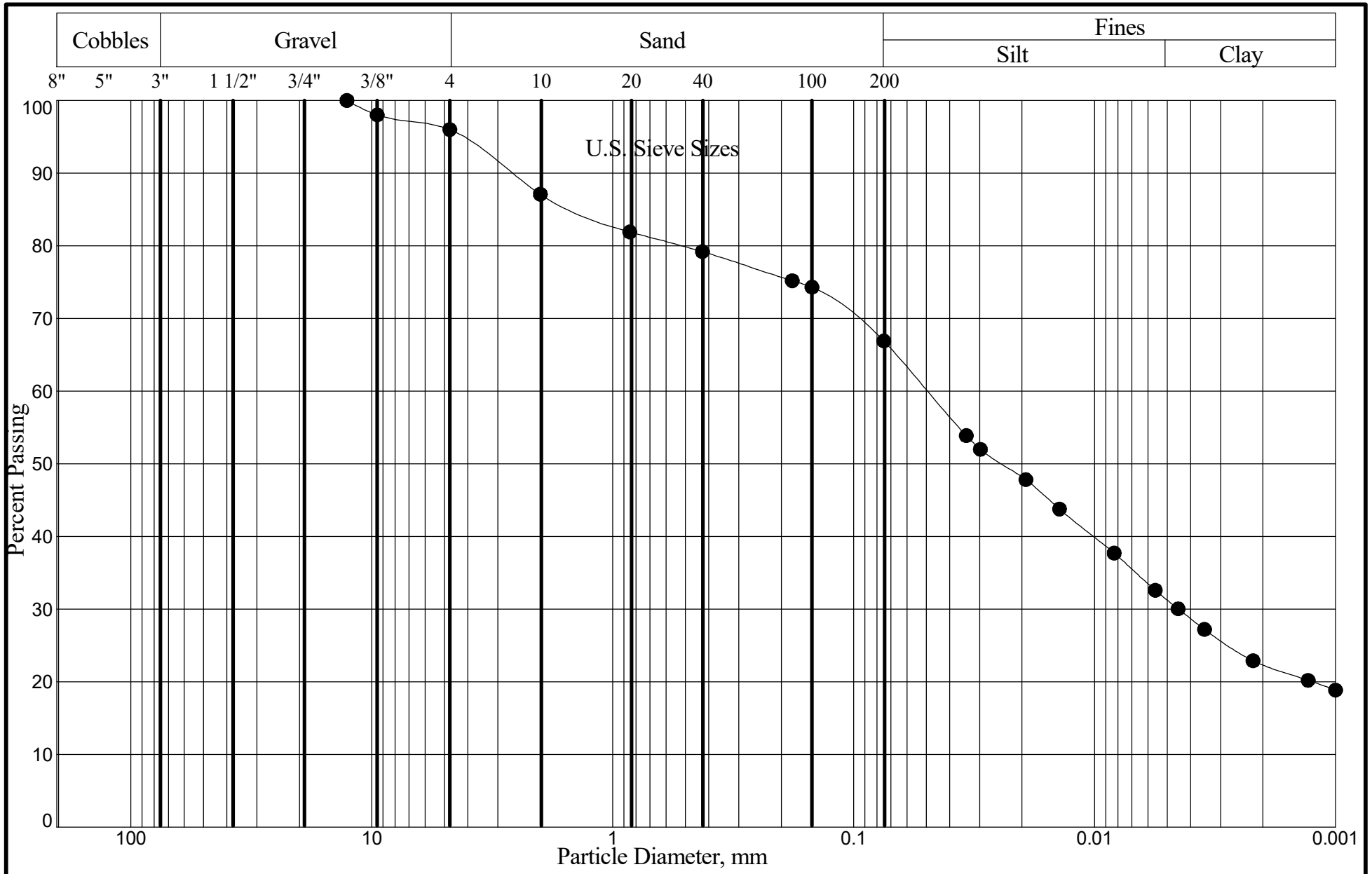
Project Number: 05-3404L

984 Budge Drive

Boring No.:	JG-1
Sample No:	D6
Depth:	30' to 31.5'
Date Received:	05/19/2017

5/26/17

% Gravel:	0.0	LL:	44
% Sand:	8.5	PL:	20
% Silt:	40.5	PI:	24
% Clay:	51.0	MC:	20.1%
Class:	CL		
Lean Clay			



SK GEOTECHNICAL
1 Holman Avenue
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, MT 59108-0190
e: 406.652.3930
Fax: 406.652.3944

Grain Size Analysis Curve

Project Number: 05-3404L

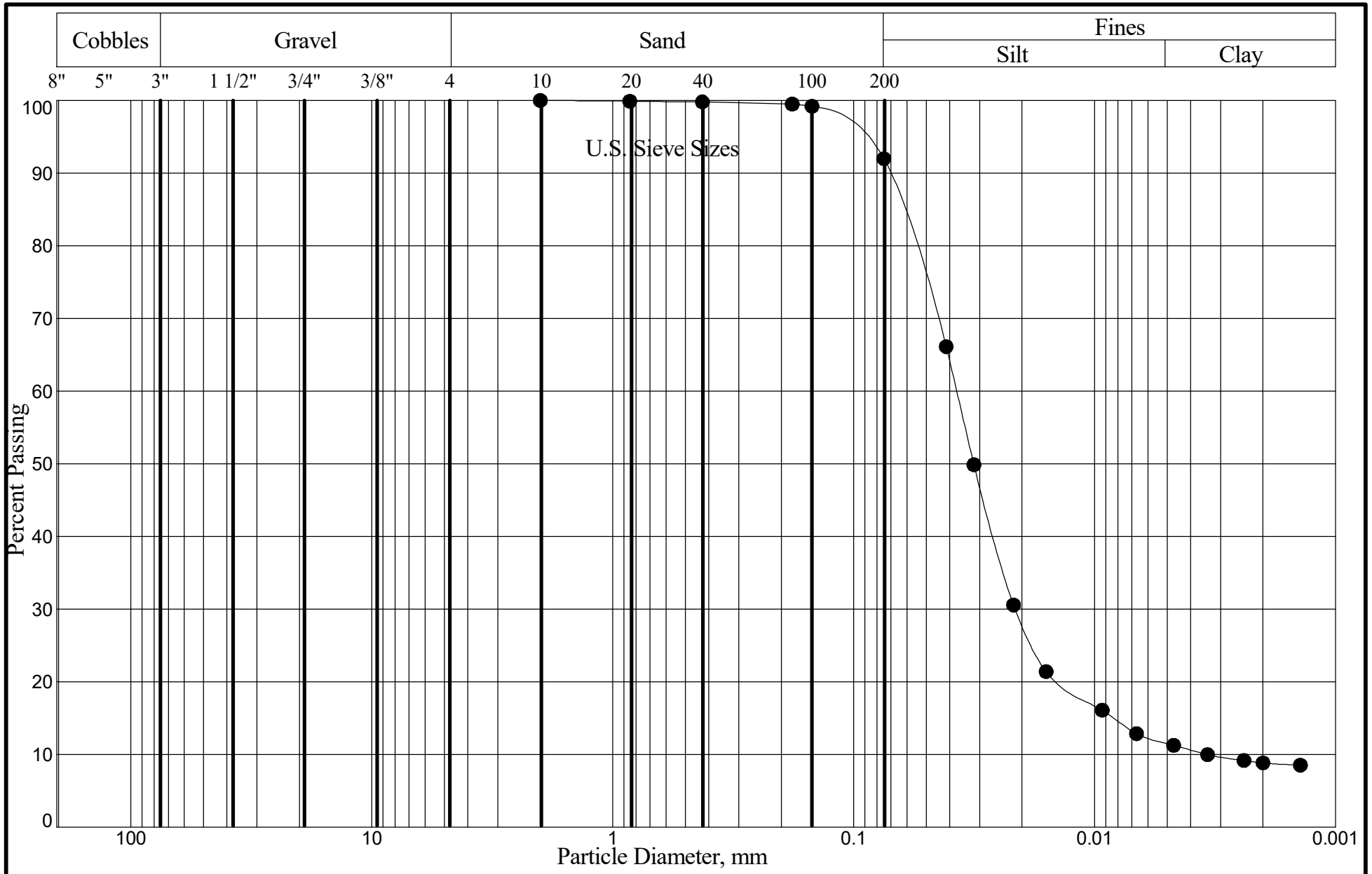
984 Budge Drive

Boring No.:	JG-1
Sample No:	D15-2
Depth:	75' to 76.5'
Date Received:	05/19/2017

5/26/17

% Gravel:	4.0	LL:	31
% Sand:	29.1	PL:	18
% Silt:	35.6	PI:	13
% Clay:	31.3	MC:	10.5%
Class:	CL		

Sandy Lean Clay



SK GEOTECHNICAL
1 Holman Avenue
P. O. Box 80190
, MT 59108-0190
e: 406.652.3930
Fax: 406.652.3944

Grain Size Analysis Curve

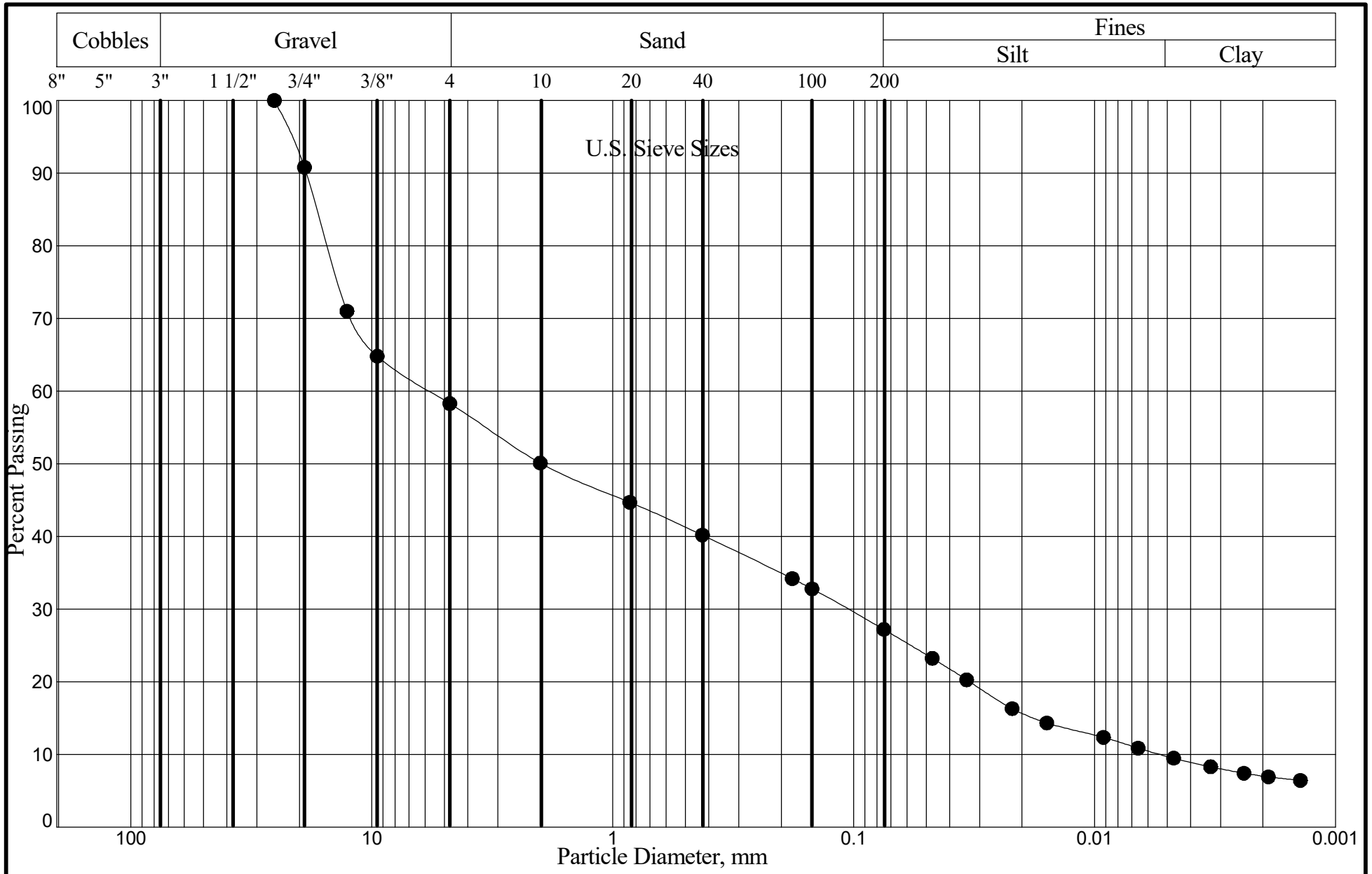
Project Number: 05-3404L

984 Budge Drive

Boring No.:	JG-2
Sample No:	D2
Depth:	10' to 11.5'
Date Received:	05/19/2017

5/26/17

% Gravel:	0.0	LL:	24
% Sand:	8.0	PL:	23
% Silt:	80.5	PI:	1
% Clay:	11.5	MC:	16.6%
Class:	ML		
Silt			



SK GEOTECHNICAL
1 Holman Avenue
P. O. Box 80190
, MT 59108-0190
e: 406.652.3930
Fax: 406.652.3944

Grain Size Analysis Curve

Project Number: 05-3404L

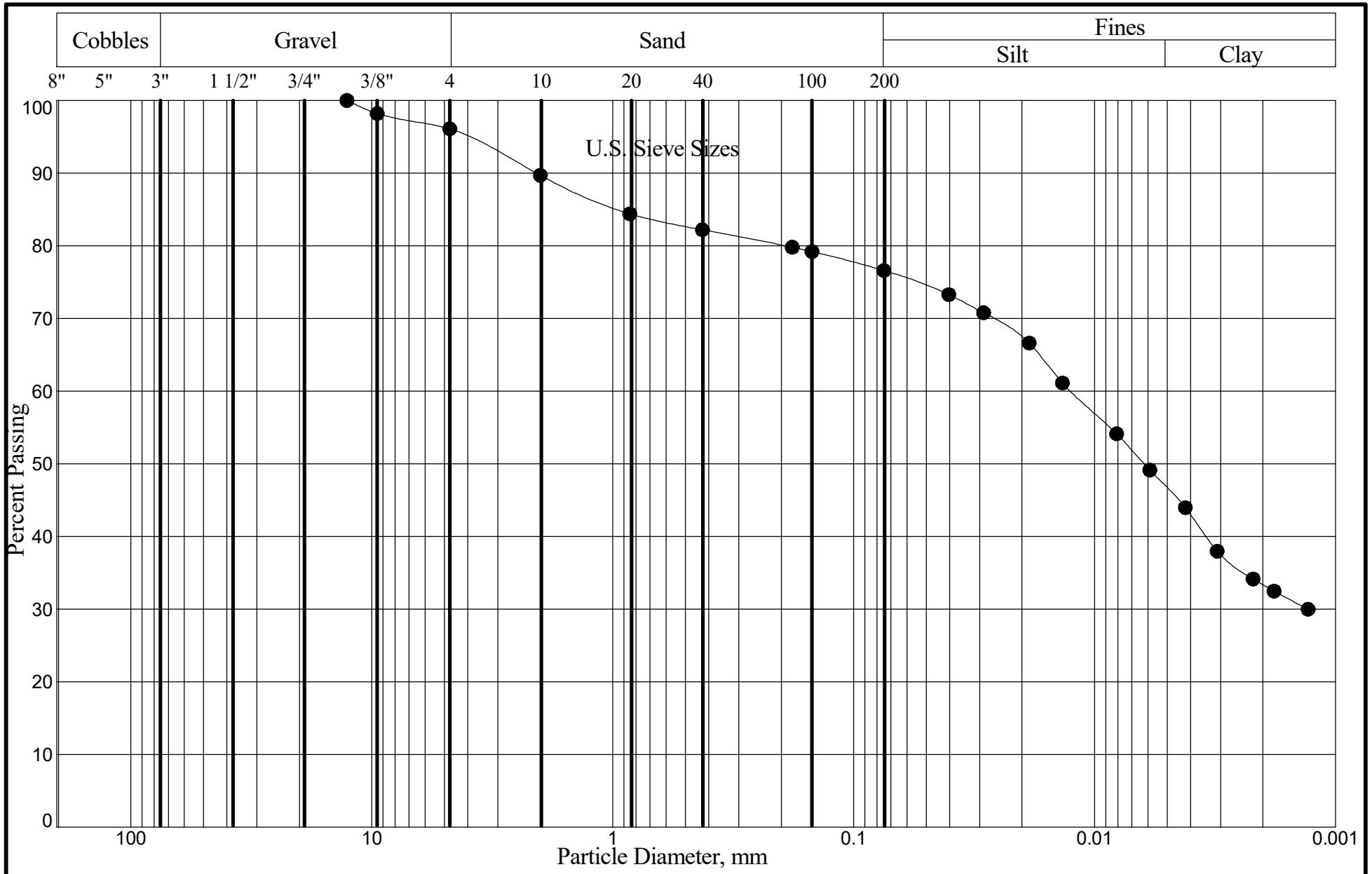
984 Budge Drive

Boring No.:	JG-2
Sample No:	D3
Depth:	15' to 16.5'
Date Received:	05/19/2017

5/26/17

% Gravel:	41.7	LL:	36
% Sand:	31.1	PL:	32
% Silt:	17.5	PI:	4
% Clay:	9.7	MC:	27.2%
Class:	GM		

Silty Gravel With Sand



SK GEOTECHNICAL
1 Holman Avenue
P. O. Box 80190
, MT 59108-0190
e: 406.652.3930
Fax: 406.652.3944

Grain Size Analysis Curve

Project Number: 05-3404L

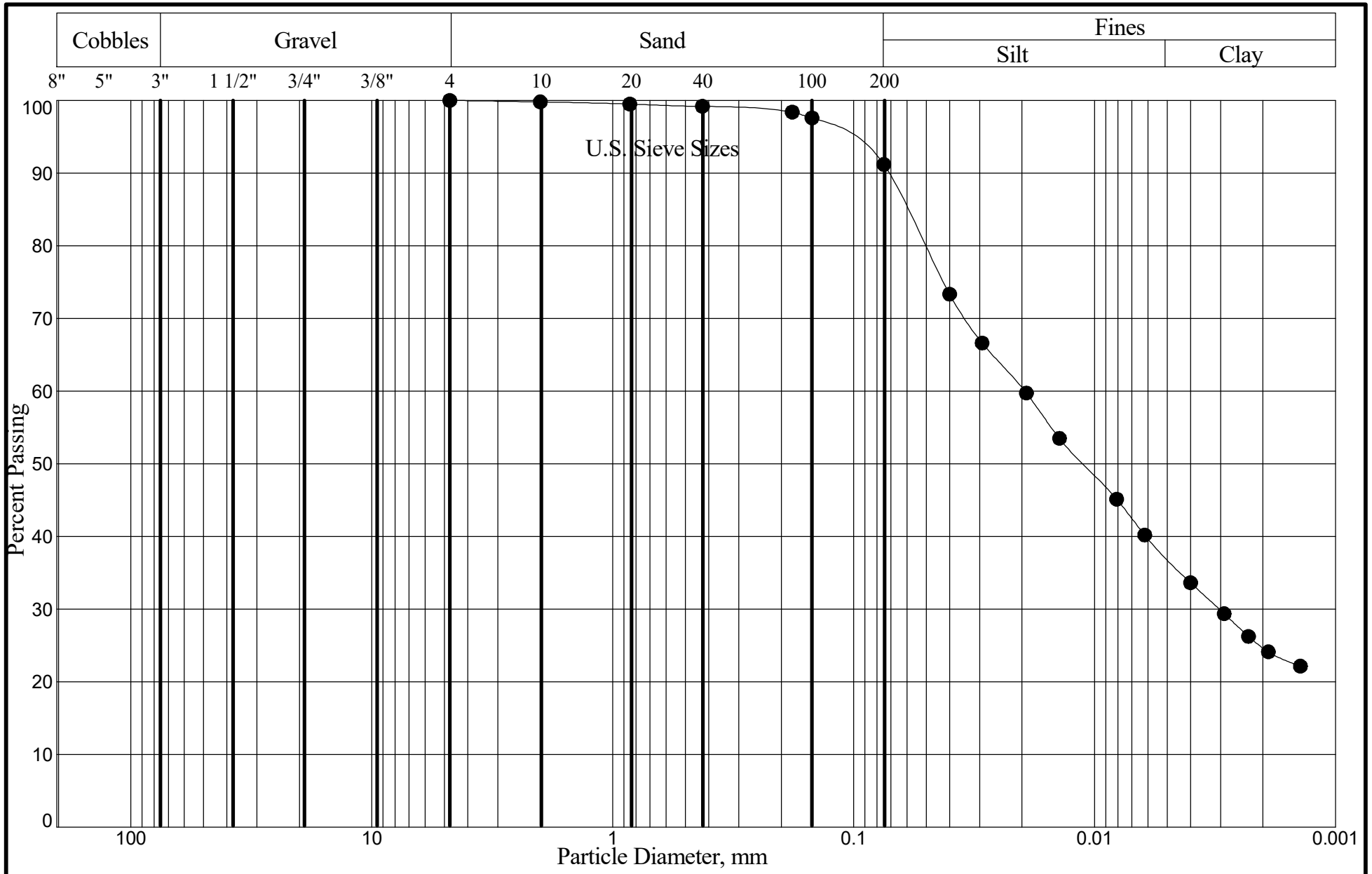
984 Budge Drive

Boring No.:	JG-2
Sample No:	U1
Depth:	45' to 47'
Date Received:	05/19/2017

5/26/17

% Gravel:	3.9	LL:	41
% Sand:	19.5	PL:	24
% Silt:	30.0	PI:	17
% Clay:	46.6	MC:	19.8%
Class:	CL		

Lean Clay With Sand



SK GEOTECHNICAL
1 Holman Avenue
P. O. Box 80190
, MT 59108-0190
e: 406.652.3930
Fax: 406.652.3944

Grain Size Analysis Curve

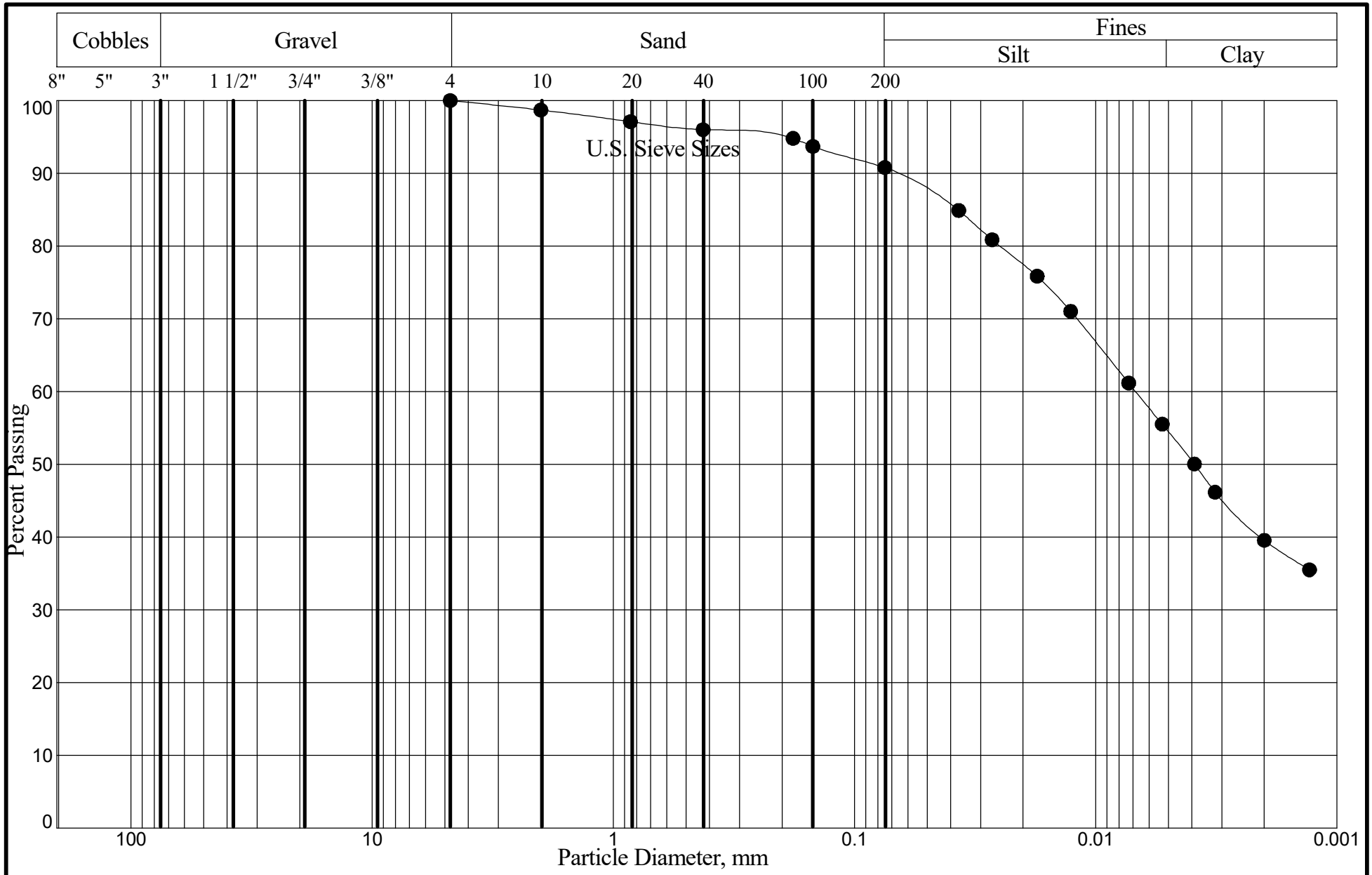
Project Number: 05-3404L

984 Budge Drive

Boring No.:	JG-2
Sample No:	D10
Depth:	55' to 56.5'
Date Received:	05/19/2017

5/26/17

% Gravel:	0.0	LL:	34
% Sand:	8.8	PL:	16
% Silt:	54.2	PI:	18
% Clay:	37.0	MC:	14.6%
Class:	CL		
Lean Clay			



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1 Holman Avenue
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e: 406.652.3930
Fax: 406.652.3944

Grain Size Analysis Curve

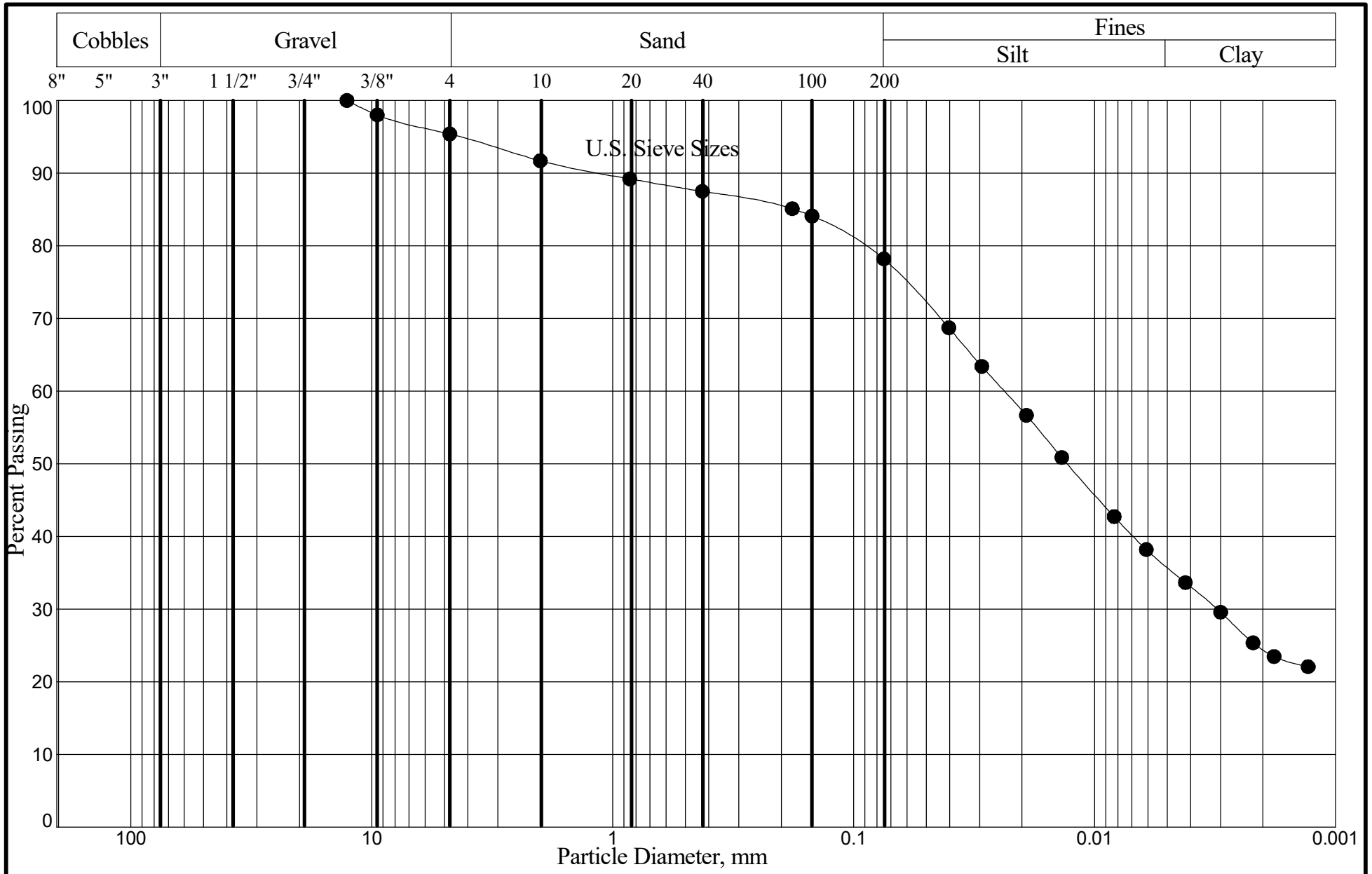
Project Number: 05-3404L

984 Budge Drive

Boring No.:	JG-3
Sample No:	U1
Depth:	10' to 12'
Date Received:	05/19/2017

5/26/17

% Gravel:	0.0	LL:	38
% Sand:	9.2	PL:	18
% Silt:	36.3	PI:	20
% Clay:	54.5	MC:	16.6%
Class:	CL		
Lean Clay			



SK GEOTECHNICAL

1 Holman Avenue
P. O. Box 80190
, MT 59108-0190
e: 406.652.3930
Fax: 406.652.3944

Grain Size Analysis Curve

Project Number: 05-3404L

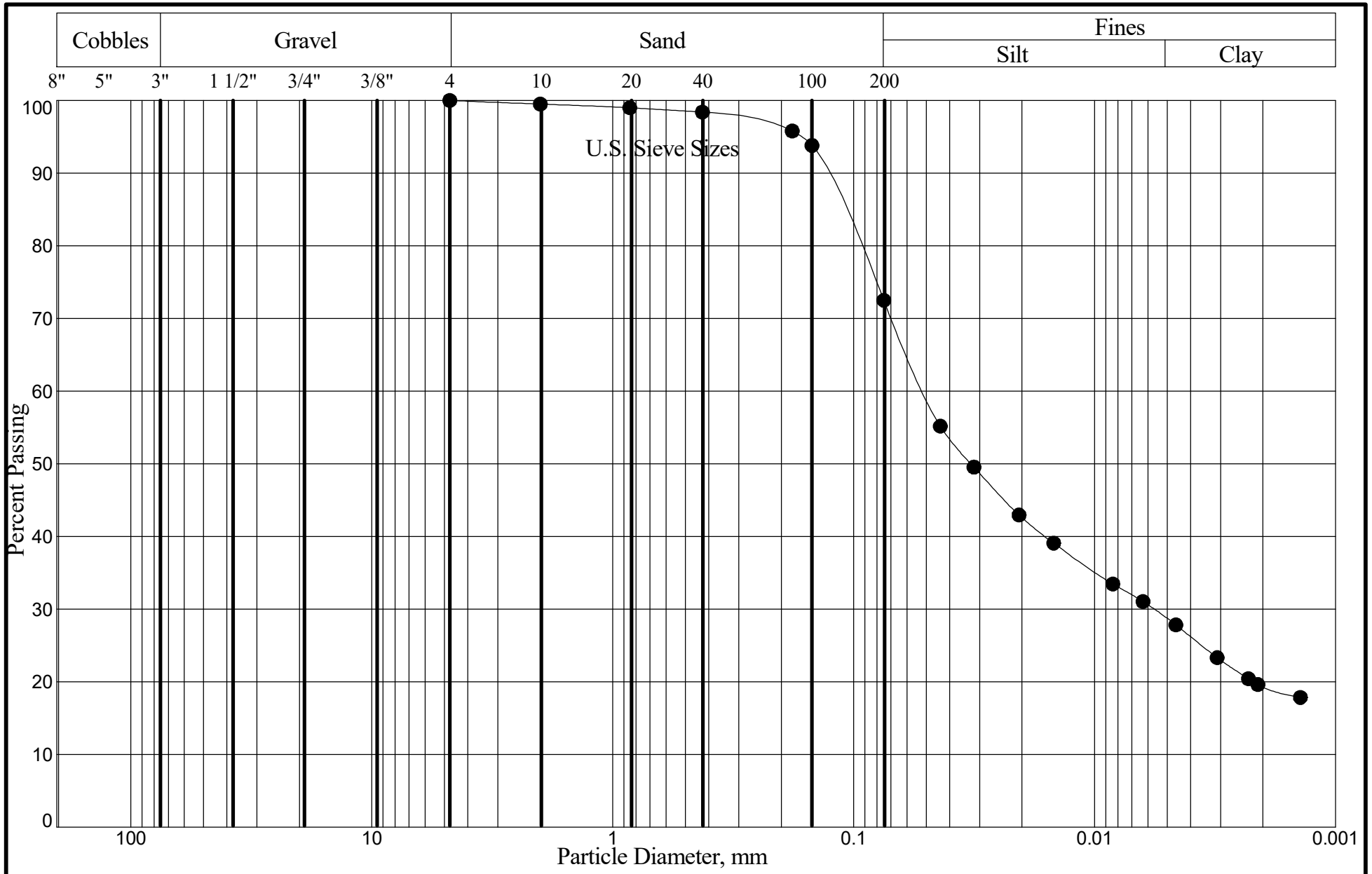
984 Budge Drive

Boring No.:	JG-3
Sample No:	D6
Depth:	32' to 33.5'
Date Received:	05/19/2017

5/26/17

% Gravel:	4.6	LL:	34
% Sand:	17.2	PL:	16
% Silt:	42.4	PI:	18
% Clay:	35.8	MC:	11.0%
Class:	CL		

Lean Clay With Sand



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P. O. Box 80190
, MT 59108-0190
e: 406.652.3930
Fax: 406.652.3944

Grain Size Analysis Curve

Project Number: 05-3404L

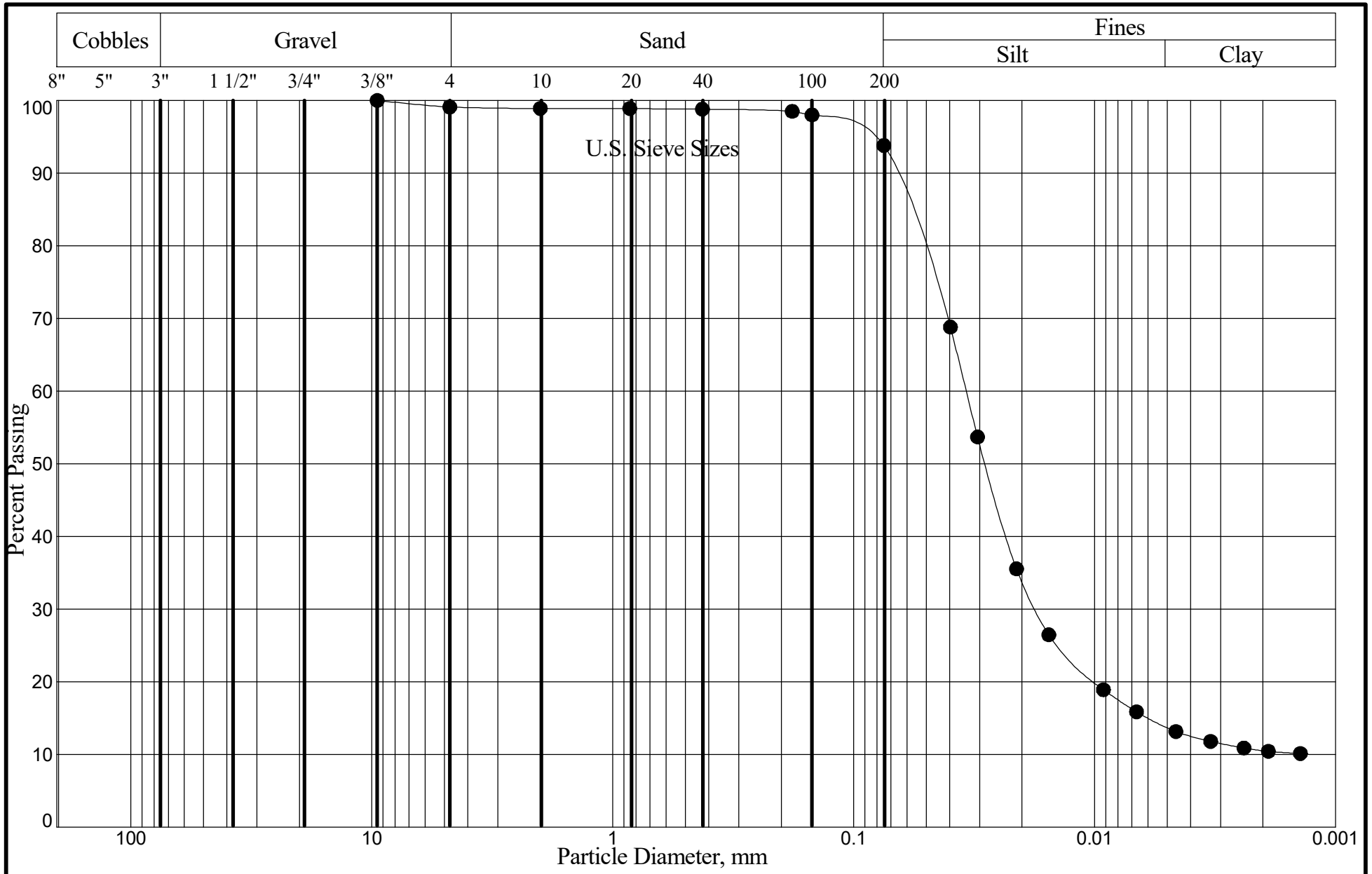
984 Budge Drive

Boring No.:	JG-3
Sample No:	D13
Depth:	70' to 71.5'
Date Received:	05/19/2017

5/26/17

% Gravel:	0.0	LL:	27
% Sand:	27.5	PL:	15
% Silt:	43.8	PI:	12
% Clay:	28.7	MC:	7.8%
Class:	CL		

Lean Clay With Sand



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, MT 59108-0190
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Fax: 406.652.3944

Grain Size Analysis Curve

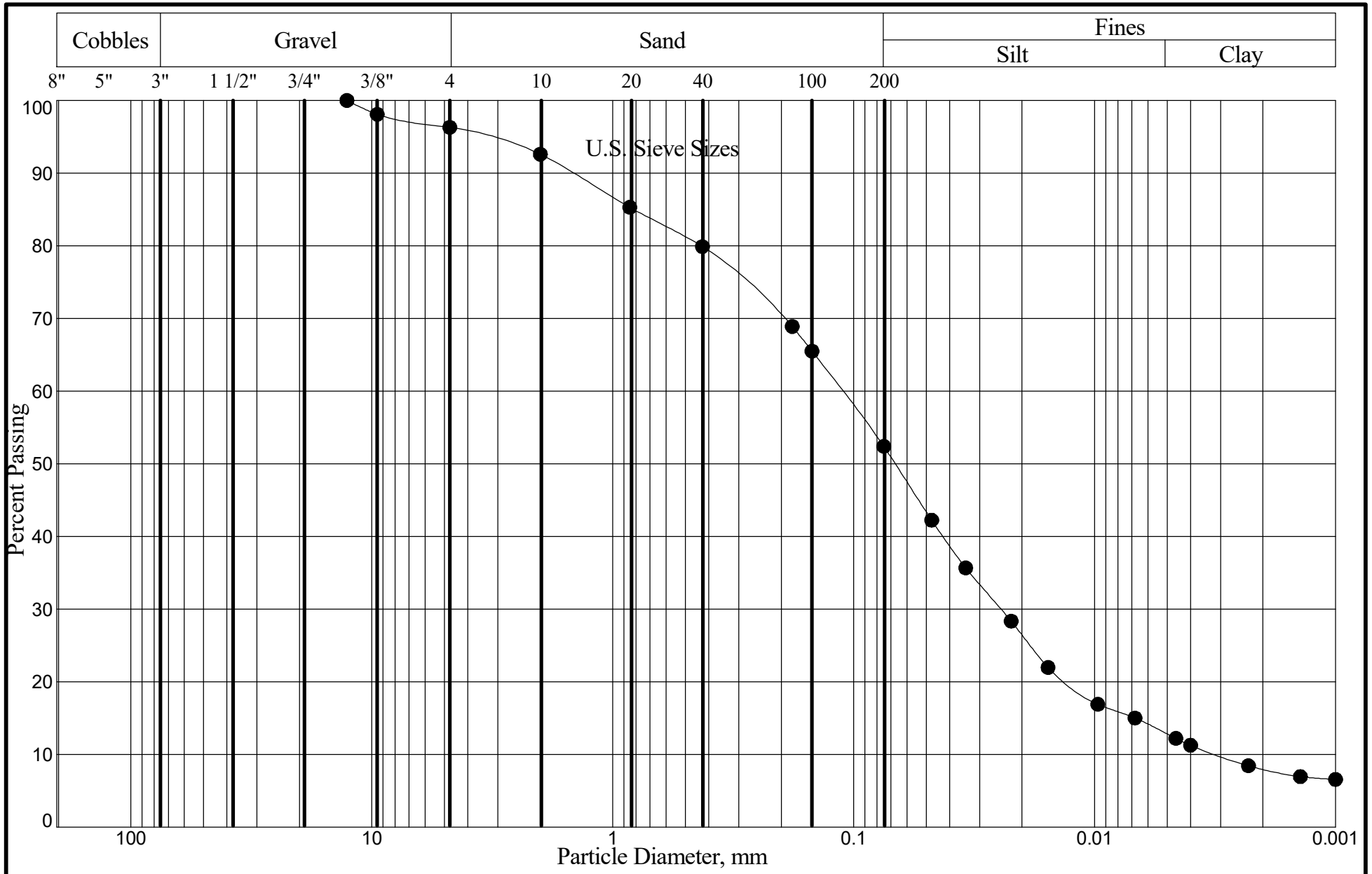
Project Number: 05-3404L

984 Budge Drive

Boring No.:	JG-4
Sample No:	D3
Depth:	15' to 16.5'
Date Received:	05/19/2017

5/26/17

% Gravel:	0.9	LL:	25
% Sand:	5.3	PL:	23
% Silt:	80.0	PI:	2
% Clay:	13.8	MC:	19.4%
Class:	ML		
Silt			



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Grain Size Analysis Curve

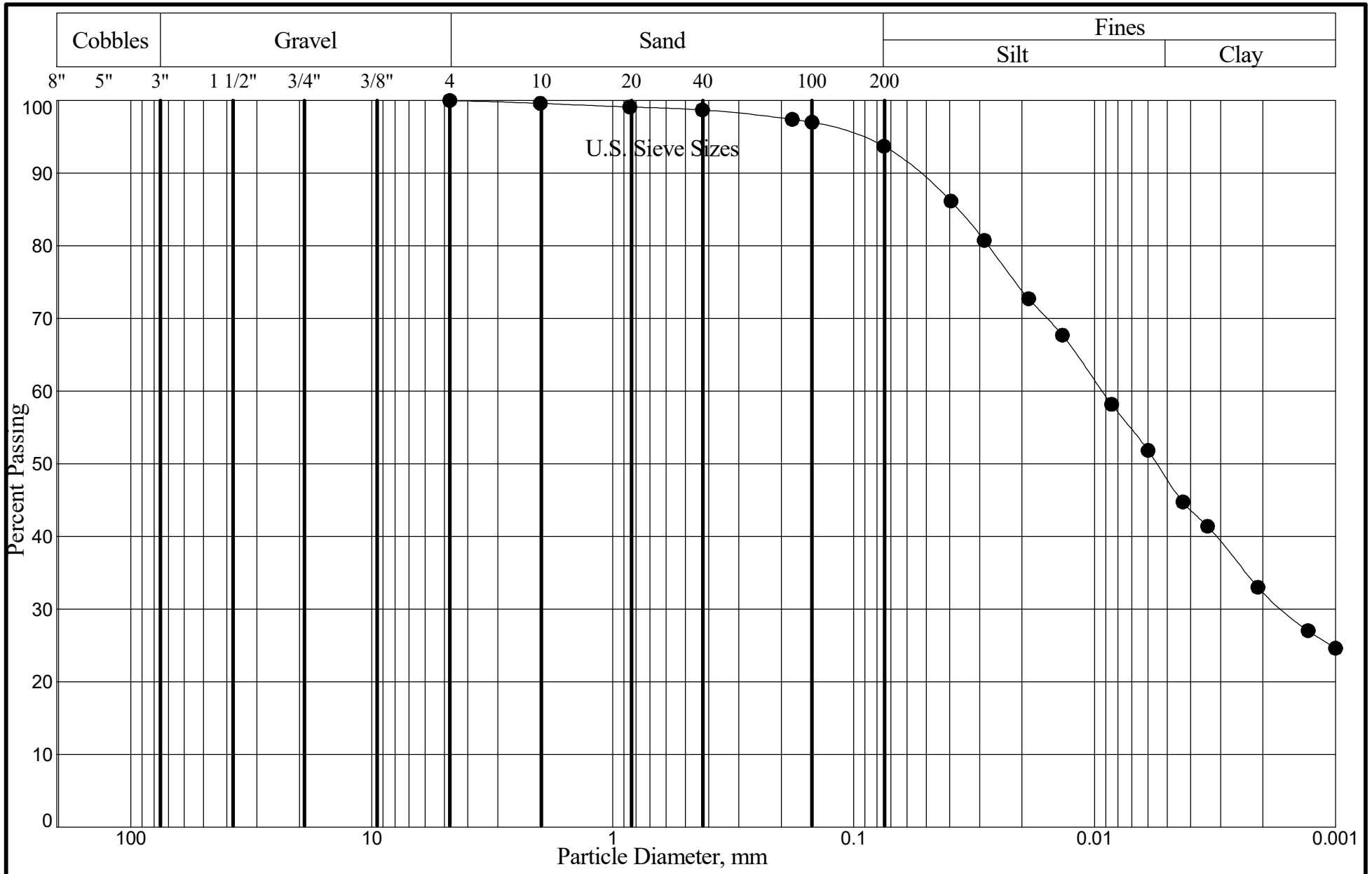
Project Number: 05-3404L

984 Budge Drive

Boring No.:	JG-4
Sample No:	D4
Depth:	20' to 21.5'
Date Received:	05/19/2017

5/26/17

% Gravel:	3.7	LL:	37
% Sand:	43.9	PL:	33
% Silt:	39.6	PI:	4
% Clay:	12.8	MC:	34.3%
Class:	ML		
Sandy Silt			



SK GEOTECHNICAL
1 Holman Avenue
P. O. Box 80190
, MT 59108-0190
e: 406.652.3930
Fax: 406.652.3944

Grain Size Analysis Curve

Project Number: 05-3404L

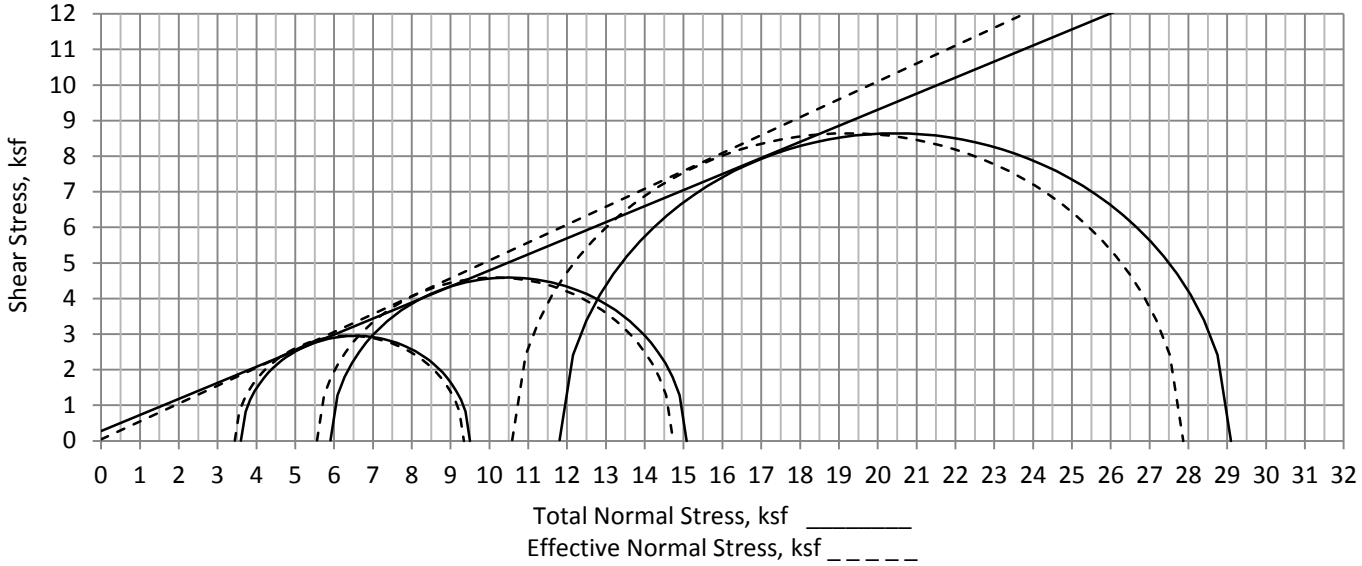
984 Budge Drive

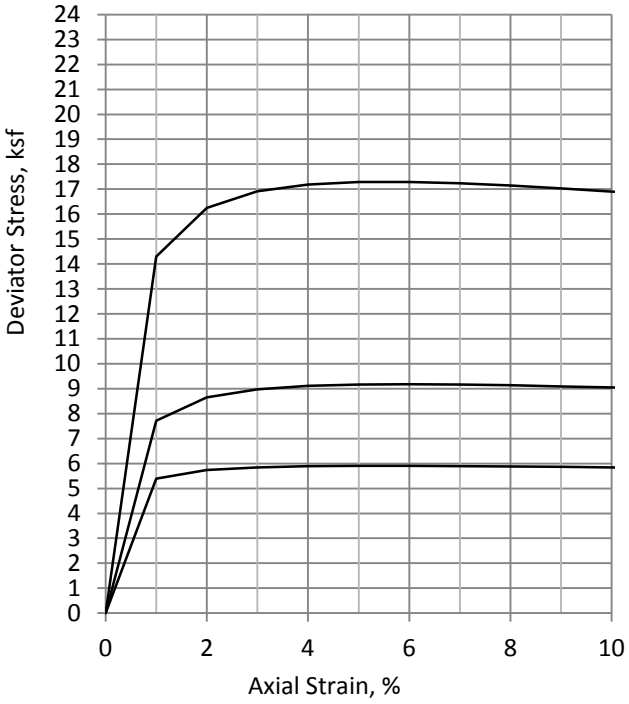
Boring No.:	JG-5
Sample No:	D3
Depth:	15' to 16.5'
Date Received:	05/19/2017

5/26/17

% Gravel:	0.0	LL:	36
% Sand:	6.3	PL:	19
% Silt:	45.7	PI:	17
% Clay:	48.0	MC:	16.9%
Class:	CL		
Lean Clay			

Total: ϕ = 24.3°, C = 0.275 ksf Effective: ϕ' = 26.7°, C' = 0.042 ksf





Sample Number		1	2	3
Initial	Water Content, %	19.8	19.8	19.8
	Dry Density, pcf	109.9	109.9	109.9
	Saturation, %	108.0	108.0	108.0
	Void Ratio	0.476	0.476	0.476
	Diameter, in.	2.869	2.869	2.869
	Height, in.	5.047	5.047	5.047
At Test	Water Content, %	18.2	18.0	17.5
	Dry Density, pcf	110.2	110.5	111.4
	Saturation, %	100.0	100.0	100.0
	Void Ratio	0.472	0.468	0.456
	Diameter, in.	2.860	2.852	2.829
	Height, in.	5.032	5.017	4.976
	Strain Rate, in/min	0.004	0.004	0.004
	Back Pressure, psi	1.99	3.29	4.68
	Cell Pressure, psi	26.99	44.29	86.68
	Pore Pressure @ Fail, ksf	0.16	0.35	1.22
	Deviator Stress, ksf	5.90	9.18	17.29
	σ'1 Effective Failure, ksf	9.34	14.74	27.87
	σ'3 Effective Failure, ksf	3.44	5.56	10.58

TRIAXIAL COMPRESSION

ASTM D4767, CU with Pore Pressures, Extension

Project: **15-3404L** Laboratory Testing
Jorgensen Associates, P.C.
Jackson, Wyoming

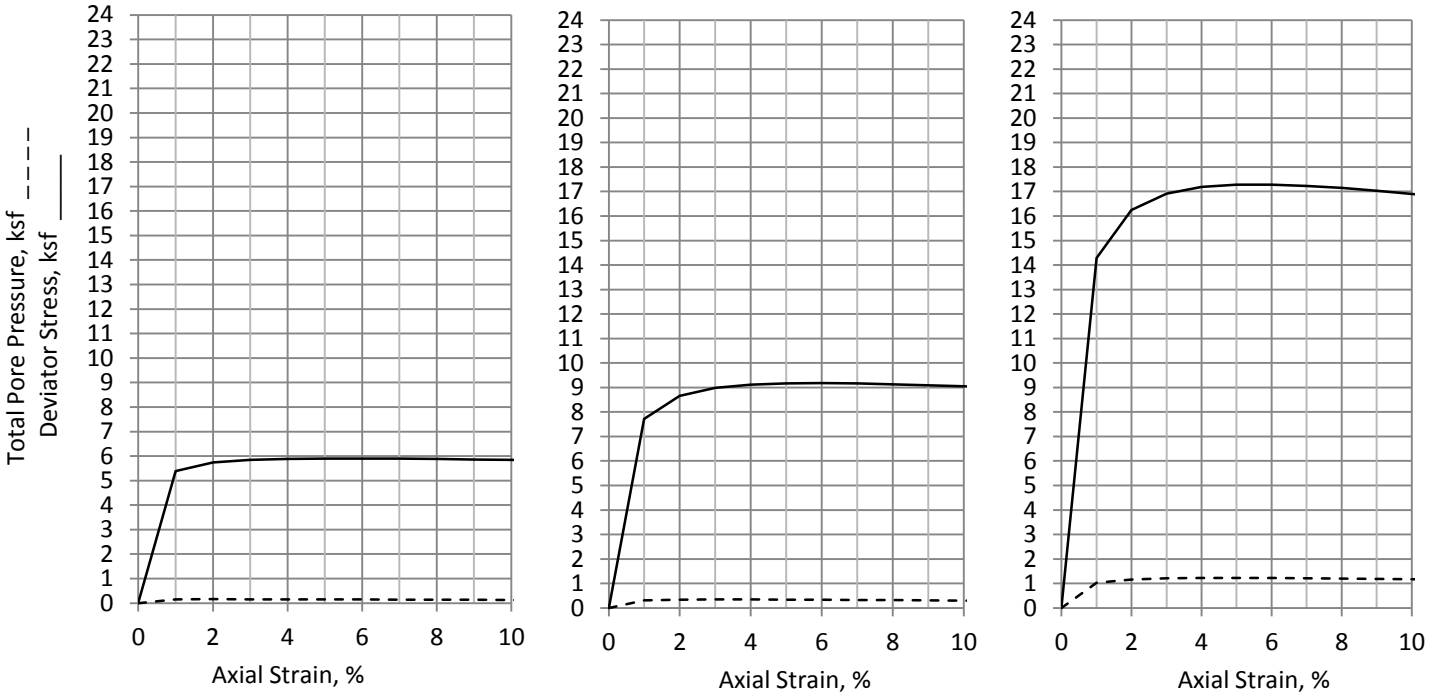
SK GEOTECHNICAL
P. O. Box 80190
Billings, MT 59108-0190
Phone: 406.652.3930
Fax: 406.652.3944

Client: Jorgensen Associates, P.C.
Project: 16092 984 Budge Drive
Description: Geotechnical Evaluation

Sample: JG-2 U1 **Depth:** 45 - 47 '
Received: 5/19/17 **by:** HC/JA
Type: Shelby Thinwall
Description: Lean Clay (CL) with Sand, medium plasticity, trace layered orangish brown sandstone and grey shale, moist, stiff

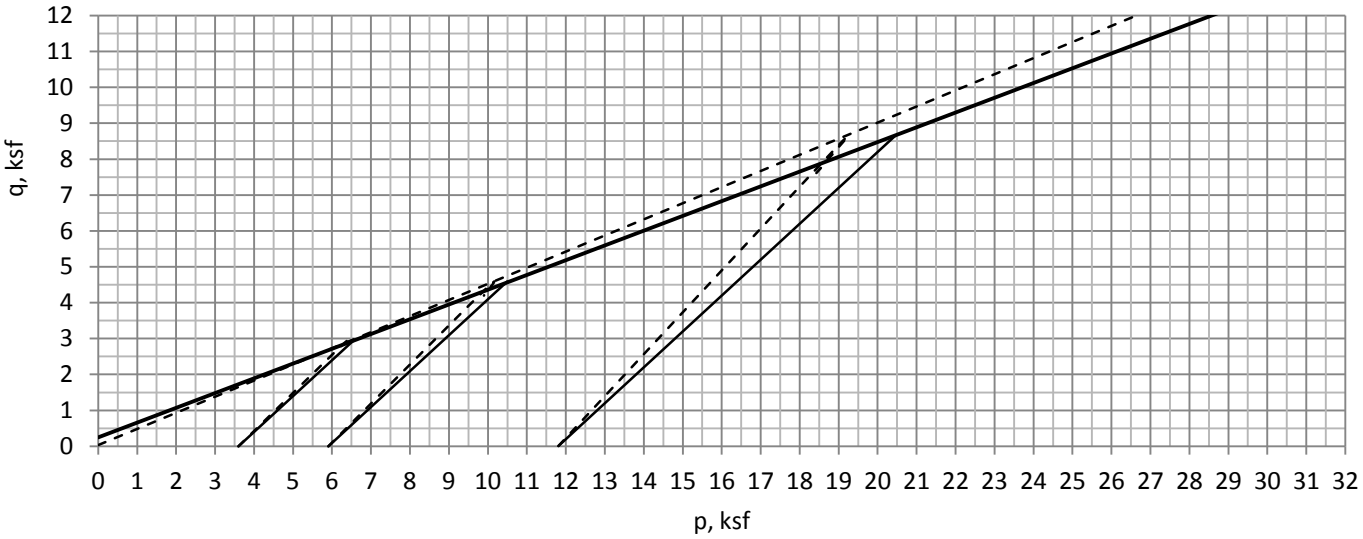
Remarks:

Figure _____



r

Total: α = 22.4°, a = 0.251 ksf Effective: α' = 24.2°, a' = 0.037 ksf



Stress Paths: Total _____ Effective _ _ _ _ _

TRIAXIAL COMPRESSION

ASTM D4767, CU with Pore Pressures, Extension

Project: **15-3404L** Laboratory Testing
Jorgensen Associates, P.C.
Jackson, Wyoming

SK GEOTECHNICAL
P. O. Box 80190
Billings, MT 59108-0190
Phone: 406.652.3930
Fax: 406.652.3944

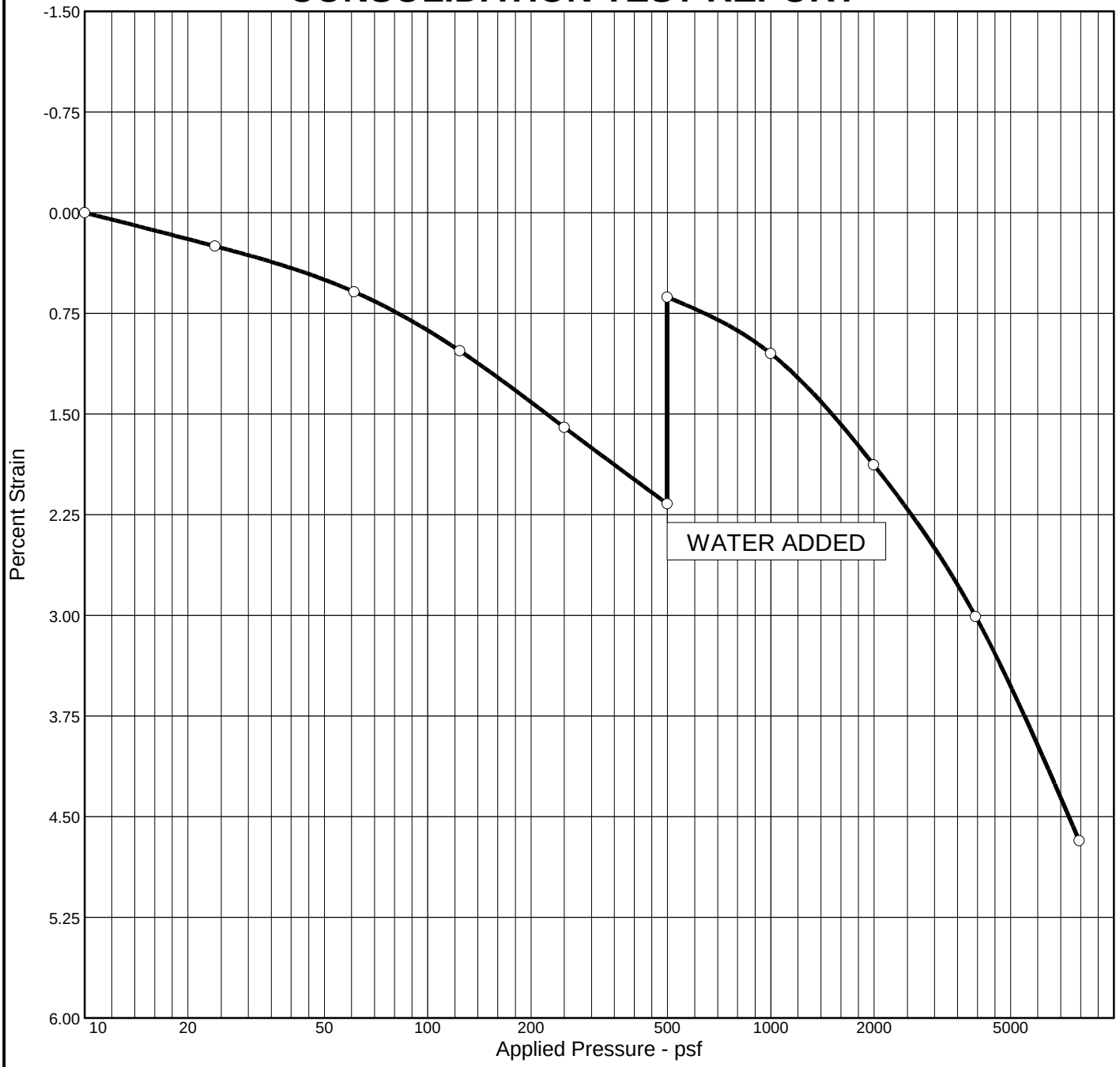
Client: Jorgensen Associates, P.C.
Project: 16092 984 Budge Drive
Description: Geotechnical Evaluation

Sample: JG-2 U1 **Depth:** 45 - 47 '
Sampled: 5/19/17 **by:** HC/JA
Type: Shelby Thinwall
Description: Lean Clay (CL) with Sand, medium plasticity, trace layered orangish brown sandstone and grey shale, moist, stiff

Remarks:

Figure _____

CONSOLIDATION TEST REPORT



Natural		Dry Dens. (pcf)	LL	PI	Sp. Gr.	Overburden (psf)	P_c (psf)	C_c	C_r	Swell Press. (psf)	Swell %	e_o
Sat.	Moist.											
89.4 %	16.6 %	110.9	38	20	2.65	1293	1987	0.08		2436	1.6	0.492

MATERIAL DESCRIPTION	USCS	AASHTO
Lean Clay (CL), medium plasticity, trace layed light brown sandstone and dark brown shale, orangish brown, moist, stiff		CL

Project No. 15-3404L **Client:** Jorgensen Associates, PC

Project: 16092 984 Budge Drive

Location: JG-3 U1 Depth: 10 - 12 ft

Remarks:

CONSOLIDATION TEST REPORT

SK GEOTECHNICAL CORP.

Figure

JORGENSEN ASSOCIATES, INC
PO Box 9550
Jackson, WY 83002
307.733.5150

BY: AJ/JK
Date: 01/16/2020

Average Day Demand [1]	125	gpd
Maximum Day Demand [1]	340	gpd
Peak Hour Factor [3]	4	PHF

WATER DEMAND						
	Occupancy Per Lot [4]	Number of Lots [4]	Total Occupancy[5]	Average TOTAL, gpd	Maximum TOTAL, gpd	PEAK HOUR, gpm
Single Family Lot	5	5	28	3,500	9,520	26.4
			Subtotal Housing	3,500	9,520	26.4
	Quantity	Unit	Average inch/day	Average TOTAL, gpd	Maximum TOTAL, gpd	PEAK HOUR, gpm
Irrigation System	16,000	SF	0.25	2,493	4,987	13.9
			Subtotal Irrigation	2,493	4,987	13.9
	Building Size, SF	Building Type, IBC	Number of Sprinklers	Flow Per Sprinkler, gpm	Required Pressure, psi	Fire Sprinkler Flow [5]
Fire Suppression	3,500	R3/4	2	15	60	30.0
			Subtotal Fire Suppression			30.0
			TOTAL WATER DEMAND	5,993	14,507	70

Maximum Day Demand [2]	150	gpd
Average Daily Demand [2]	60%	gpd
Peak Hour Factor [3]	4	PHF

SANITARY SEWER DEMAND						
	Bedrooms Per Lot	Number of Lots [4]	Total Bedrooms[5]	Average TOTAL, gpd	Maximum TOTAL, gpd	PEAK HOUR, gpm
Single Family Lot	4	5	22	1980	3300	9.2
			TOTAL SANITARY SEWER DEMAND	1,980	3,300	9

Note:

[1] Water Demand based on daily rates from the WYDEQ CH 12, Section 8

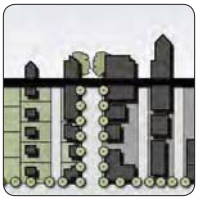
[2] Sewer Demand based on daily flow rates from the WYDEQ CH 25, Section 3, Table 1

[3] Peak Hour Factor based on busiest hour occuring during the busiest quarter of the day

[4] Occupancy/Bedroom count based on current development program

[5] An ARU with 2 bedrooms was added for Lot 5

4.2: Northern Hillside



Village Form

This TRANSITIONAL Subarea must strike a delicate balance between allowing some mixed use and residential development while maintaining wildlife permeability and the natural form of the undeveloped hillsides. A key to successful future development will be to sensitively place development in harmony with the existing terrain in order to minimize land disturbance. Development intensity in this subarea should be less than that found within the adjacent Midtown Highway Corridor (Subarea 4.1). Structures will be allowed up to two stories and may be configured in a variety of layouts with attached and detached units blending into the natural surroundings. Smaller building footprints will be encouraged in order to provide adequate open and/or landscaped areas. A variety of residential types, including live/work, multifamily, and duplexes, may be appropriate in this area depending on the specific characteristics of a site and its existing topography. Low density single family housing may continue to be appropriate at the edges of this area, particularly when adjacent to existing undisturbed hillsides. Future development should address wildlife permeability and assist in guiding wildlife movement to future roadway crossings.



SECTION 6 – APPLICATION MATERIALS

- **6.1 Applications**
- **6.2 Quitclaim Deed**
- **6.3 Letter of Authorization**
- **6.4 Title Report**
- **6.5 Plat 1051**
- **6.6 Pre-application Conference Checklist**

PLANNING PERMIT APPLICATION
Planning & Building Department

150 E Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
www.townofjackson.com

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: 984 Budge Subdivision

Physical Address: 984 Budge Drive, Jackson, WY 83001

Lot, Subdivision: Lot 1, Crystal Valley Addition PIDN: 22-41-16-32-1-07-001

PROPERTY OWNER.

Name: Bluffs Development Group, LLC Phone: _____

Mailing Address: PO Box 551, Jackson, WY ZIP: 83001

E-mail: _____

APPLICANT/AGENT.

Name: Jorgensen Associates, Inc. Phone: 307-733-5150

Mailing Address: PO Box 9550 ZIP: 83002

E-mail: bschulte@jorgeng.com

DESIGNATED PRIMARY CONTACT.

_____Property Owner X Applicant/Agent

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

Use Permit

_____Basic Use

X Conditional Use

_____Special Use

Relief from the LDRs

_____Administrative Adjustment

_____Variance

_____Beneficial Use Determination

_____Appeal of an Admin. Decision

Physical Development

_____Sketch Plan

X Development Plan

_____Design Review

Subdivision/Development Option

_____Subdivision Plat

_____Boundary Adjustment (replat)

_____Boundary Adjustment (no plat)

_____Development Option Plan

Interpretations

_____Formal Interpretation

_____Zoning Compliance Verification

Amendments to the LDRs

_____LDR Text Amendment

_____Map Amendment

Miscellaneous

_____**Other:** _____

_____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 #: P19-251 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?

X **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

X **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.

X **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

1/16/2020
Date

Brendan Schulte
Name Printed

Senior Project Manager
Title

5

First American Title
Insurance Company

WARRANTY DEED

Jody R. Burkes and Linda S. Burkes, duly acting as Trustees of the Amended and Restated Burkes Family Trust created u/t/a dated January 1, 2014, of Teton County, Wyoming, GRANTORS, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY AND WARRANT unto **Bluffs Development Group, LLC**, a Wyoming limited liability company, P.O. Box 551, Jackson, Wyoming 83001, GRANTEE, the following-described property situated in the County of Teton, State of Wyoming, to-wit:

> **Lot 1 of Crystal Valley Addition to the Town of Jackson, Teton County, Wyoming, according to Plat No. 1051 recorded June 24, 2002 with the Clerk of Teton County, Wyoming,**
>
> *Parcel Identification No. 22-41-16-32-1-07-001*
>
> including and together with all and singular the tenements, hereditaments, appurtenances and improvements or thereunto belonging and any rights of grantor to minerals thereunder, but subject to taxes, assessments, covenants, restrictions, reservations, easements and rights-of-way of sight and/or record,

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, for purposes of this conveyance.

WITNESS the due execution and delivery of this instrument effective as of the 16th day of June, 2017.

Released	
Indexed	✓
Abstracted	✓
Scanned	

Jody R. Burkes

Jody R. Burkes, Trustee of the Amended and Restated Burkes Family Trust u/t/a dated 1/1/2014

Valerie L. Adams As Attorney-in-Fact For Linda S. Burkes

Valerie L. Adams, as Attorney-in-Fact for **Linda S. Burkes,** Trustee of the Amended and Restated Burkes Family Trust u/t/a dated 1/1/2014

GRANTOR: BURKES, JODY R ET AL TRUSTEE
GRANTEE: BLUFFS DEVELOPMENT GROUP LLC
Doc 0929996 bk 947 pg 488-489 Filed At 14:58 ON 06/19/17
Sherry L. Daigle Teton County Clerk fees: 15.00
By Mary Smith Deputy

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by **Jody R. Burkes, duly acting as Trustee of the Amended and Restated Burkes Family Trust u/t/a dated January 1, 2014,** this 14th day of June, 2017.

WITNESS my hand and official seal.

MELISSA CAPENER - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires May 19, 2020

(Seal)

Notary Public
My Commission Expires: 5/19/20

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by **Valerie L. Adams, duly acting as Attorney-in-Fact for Linda S. Burkes, Trustee of the Amended and Restated Burkes Family Trust u/t/a dated January 1, 2014,** this 14th day of June, 2017.

WITNESS my hand and official seal.

MELISSA CAPENER - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires May 19, 2020

(Seal)

Notary Public
My Commission Expires: 5/19/20

LETTER OF AUTHORIZATION

Bluffs Development Group, LLC ,"Owner" whose address is:
PO Box 551, Jackson WY 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Bluffs Development Group, LLC , as the owner of property more specifically legally described as: LOT 1, Crystal Valley Addition

(If too lengthy, attach description)

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

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

OWNER: S Fodor

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: MANAGER

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

STATE OF Wyoming)
)SS.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by STEFAN FODOR this 7th day of MARCH, 2018

WITNESS my hand and official seal.

Keeley A. Bommer

(Notary Public)

My commission expires:

(Seal) Keeley A. Bommer - Notary Public
County of Teton
State of Wyoming
Commission expires 9/21/2021

Guarantee

SG 08011717

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

Old Republic National Title Insurance Company, a Florida corporation, herein called the Company
GUARANTEES

the Assured named in Schedule A, against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.

Issued through the Office of:

Jackson Hole Title & Escrow

Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By *President*

Attest *Secretary*

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

(a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
(b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
(c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
(d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
(e) "date": the effective date.

2. Exclusions from Coverage of this Guarantee.

The Company assumes no liability for loss or damage by reason of the following:

(a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
(b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
(c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
(d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.

(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case any knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title

to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the rights to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured hereunder shall secure to the Company the right to prosecute or provide defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within 90 days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase the indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.
To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability.

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.
The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A;
(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to the defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is $1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the Amount of Liability is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to this Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Old Republic National Title Insurance Company, 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule A

File No.	Liability	Fee	Reference	Guarantee No.
713873JAC	$1,000.00	$250.00	Bluff's Development Group, LLC FROG	**SG** 08011717

1. Name of Assured: Jorgensen Associations, PC

2. Date of Guarantee: 02/04/2019 at 8:00 A.M.

3. The estate or interest in the land hereinafter described is: Fee Simple.

4. Title to said or estate or interest at the Date hereof is vested in:

   Bluffs Development Group, LLC, a Wyoming limited liability company

5. The land referred to in this Guarantee is situated in the County of Teton, State of Wyoming and is described as follows:

   Lot 1 of Crystal Valley Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on June 24, 2002 as Plat Number 1051.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule B-I Exceptions/Recorded Documents

File No.	Liability	Fee	Reference	Guarantee No.
713873JAC	$1,000.00	$250	Bluff's Development Group, LLC FROG 984 Budge Drive	**SG** 08011717

As of the Date of this Guarantee, the following exceptions reference all recorded documents which may affect title to the herein described land:

1. Covenants, conditions, restrictions, reservations, easements, encroachments, ditches, roadways, rights-of-way, common areas and building set back requirements as delineated on the recorded Plat Number(s) 1051, records of Teton County, Wyoming.

2. Easement, including terms and conditions contained therein:
   Granted By: Allen and Kayleen Gibson
   Granted To: Lower Valley Power and Light, Inc.
   For: Construction, operation and maintenance of electric lines and other incidental purposes
   Recording Information: Book 11 of Mixed Records, Page 624

3. Terms and conditions of Grant of Easement from Jody R. Burkes and Linda Burkes to Elizabeth L. Kingwill appearing of record in Book 436 of Photo, Pages 579-582, records of Teton County, Wyoming.

4. Permanent Utility Easement:
   Between: Bluffs Development Group, LLC, a Wyoming limited liability company
   And: Town of Jackson
   Recording Information: Doc 0956941

5. **Mortgage** dated January 9, 2019, to secure an original indebtedness of $550,000.00, and any other amounts and/or obligations secured thereby.
   Recorded: 01/10/19, as Doc 0963075
   Mortgagor: Bluffs Development Group, LLC, a Wyoming limited liability company
   Mortgagee: Wells Fargo Bank, National Association

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule B-II Informational Notes

File No.	Liability	Fee	Reference	Guarantee No.
713873JAC	$1,000.00	$250.00	Bluff's Development Group, LLC FROG	**SG** 08011717

The following is provided for informational purposes and is not part of the Assurances given under this Guarantee:

The Status of real property taxes is as follows:

Tax ID#	2018 **Tax Status**
OJ-005676	1st Half in the Amount of $3,733.28 is PAID
	2nd Half in the Amount of $3,733.28 is PAID

We recommend that the person responsible for closing this verify this tax information prior to closing.
*Real Estate Taxes are payable as follows
*If making one payment: Due on or before December 31.
*If making two payments: First half payable September 1 and delinquent November 10; second half due March 1 and delinquent May 10.

The PIDN for this property appears to be: 22-41-16-32-1-07-001

OLD REPUBLIC TITLE

FACTS	**WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?**
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are ***no longer*** our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	**Does Old Republic Title Share?**	**Can you limit this sharing?**
For our everyday business purposes – such as to process your transactions, maintain your accounts(s), or respond to court orders and legal investigations, or report to credit bureaus	**Yes**	**No**
For our marketing purposes – to offer our products and services to you	**No**	**We don't share**
For joint marketing with other financial companies	**No**	**We don't share**
For our affiliates' everyday business purposes — information about your transactions and experiences	**Yes**	**No**
For our affiliates' everyday business purposes — information about your creditworthiness	**No**	**We don't share**
For our affiliates to market to you	**No**	**We don't share**
For non-affiliates to market to you	**No**	**We don't share**

Questions	**Go to** www.oldrepublictitle.com **(Contact Us)**

Who we are	
Who is providing this notice?	Companies with an Old Republic Title names and other affiliates. Please see below for a list of affiliates.
What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy.
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the

	"Other important information" section below for your rights under state law.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.*
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • *Old Republic Title does not share with non-affiliates so they can market to you*
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • *Old Republic Title doesn't jointly market.*

Affiliates Who May Be Delivering This Notice

American First Abstract, LLC	**American First Title & Trust Company**	**American Guaranty Title Insurance Company**	**Attorneys' Title Fund Services, LLC**	**Compass Abstract, Inc.**
eRecording Partners Network, LLC	**Genesis Abstract, LLC**	**Kansas City Management Group, LLC**	**L.T. Service Corp.**	**Lenders Inspection Company**
Lex Terrae National Title Services, Inc.	**Lex Terrae, Ltd.**	**Mara Escrow Company**	**Mississippi Valley Title Services Company**	**National Title Agent's Services Company**
Old Republic Branch Information Services, Inc.	**Old Republic Diversified Services, Inc.**	**Old Republic Exchange Company**	**Old Republic National Title Insurance Company**	**Old Republic Title and Escrow of Hawaii, Ltd.**
Old Republic Title Co.	**Old Republic Title Company of Conroe**	**Old Republic Title Company of Indiana**	**Old Republic Title Company of Nevada**	**Old Republic Title Company of Oklahoma**
Old Republic Title Company of Oregon	**Old Republic Title Company of St. Louis**	**Old Republic Title Company of Tennessee**	**Old Republic Title Information Concepts**	**Old Republic Title Insurance Agency, Inc.**
Old Republic Title, Ltd.	**Republic Abstract & Settlement , LLC**	**Sentry Abstract Company**	**The Title Company of North Carolina**	**Title Services, LLC**
Trident Land Transfer Company, LLC				

This Summary will be prepared by Planning Staff. The applicant, or the applicant's agent, shall receive a copy of this summary for their reference in submitting a sufficient application.

Staff may request additional materials during review as needed to determine compliance with the LDRs.

PRE-APPLICATION MEETING BASICS.

PAP#: P19-251

Date of Conference: 12/06/2019

Planning Staff: Tyler Valentine

PROJECT.

Name/Description: 984 Budge Subdivision

Physical Address: 984 Budge Drive

Lot, Subdivision: LOT 1, CRYSTAL VALLEY ADDITION PIDN: 22-41-16-32-1-07-001

Zoning District(s): Neighborhood Low Density-5 (NL-5)

Overlay(s): N/A

STAKEHOLDERS.

Applicant: Jorgensen Associates – Brendan Schulte

Owner: Bluffs Development Group, LLC

Agent:

REQUIRED APPLICATIONS. (See B.12, C.1, D.4 of applicable zone in Article 2, 3 or 4) *This project will require the following applications:*

Application	Reason	Fee
Step #1: Development Plan	Required prior to all Subdivision Plats (Section 8.3.2)	$2,500
Step #1: Hillside Conditional Use Permit (CUP)	Required for subdivision and development on lots with average cross slopes of 10% or greater (Section 5.4.1)	$500
Step #2: Subdivision Plat	Required for lot split (Section 8.5.3)	$1,000 plus review fees
Step #3: Design Review Committee (DRC)	Required for residential development of 3 units or greater per lot in NL-5 zone. May not apply to this project.	$200
Step #4: Grading Pre-Application	Required prior to Building Permit for site disturbance greater than 3,000 sf or required at Town Engineer discretion.	$150
Step #5: Building Permit	Required for all physical development.	TBD

MEETING ATTENDEES:

Name	Company	Phone/Email
Stefan Fodor	Fodor Law	307-733-2880
Brendan Schulte	Jorgensen Associates	307-733-5150
Tyler Valentine	Town of Jackson, Planning	307-733-0440 x1305
Aaron Japel	Jorgensen Associates	307-733-5150
Brian Lenz	Town of Jackson, Engineering	307-733-3079 x1410

TIMELINES. *This table is intended to provide general information regarding the review process and timing of decisions. See Article 8 for a complete explanation of the review process.*

For administrative decisions made by the Planning Director, the following timelines are generally applicable:

Application Types:	Sufficiency	Planning Director
n/a	n/a	n/a

For decisions requiring a public hearing process, the following timelines are generally applicable:

Application Types:	Sufficiency	Planning Commission (PC)/ Board of Adjustment (BOA)	Town Council
STEP #1 Development Plan Hillside CUP	Within 14 days of Submittal	Hearing within 90 days of Sufficiency	Hearing within 60 days of PC Recommendation
STEP #2 Subdivision Plat	Within 14 days of Submittal		Hearing within 90 days of Sufficiency
STEP #3 DRC	None		
STEP #4 Grading Pre-application	None		
STEP #5 Building Permit	TBD		

GENERAL INFORMATION.

___✓__*Required, If Checked.*

_____*If not checked, review requirement with a Staff member to determine if necessary for your application.*

-Requirement **Notes**

✓	**Planning Permit Application.** The application should list all pertinent permits (use, physical development, interpretation, relief from the LDRs, Development Option/Subdivisions, Amendments to the LDRs) for which you are applying.	Required to be filled out and signed.
✓	**Notarized Letter of Authorization.** See **Section 8.2.4.A** for requirements. A template is established in the Administrative Manual.	Required if the applicant/representative is not the owner of the property.
✓	**Application Fees.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.	Please see above.
✓	**Review fees.** The applicant is responsible for paying any review fees and expenses from consulting services necessitated by the review of the application by the Town Surveyor, Town Engineer, Town Associate Engineer, Title Company and any other required consultant. Such fees shall be paid prior to approval of the permit.	Review fees required with Subdivision Plat for surveyor and title review.
✓	**Mailed Notice fee.** See **Section 8.2.14.C.2** for notice requirements. If mailed notices are required, the applicant is responsible for paying for any mailing in excess of 25 notices.	Done by the Town Staff.
✓	**Other information needed.** All applications submitted to the Town of Jackson Planning Department must be submitted in digital format once the application is determined to be sufficient.	Please visit TownofJackson.com for Development Plan & CUP submittal requirements.
✓	**Response to Submittal Checklist.** All applications require response to applicable review standards. For applications where a pre-application conference is required, applicable standards are identified below. If a pre-application conference is optional, see the submittal checklist for the relevant application type, established in the Administrative Manual.	
✓	**Title Report.** A title report, title certificate or record document guarantee prepared within the last six months that includes evidence of ownership and all encumbrances on the subject property. Copies of the documents referenced in the report should not be submitted unless requested by the planner during review.	Required with Subdivision Plat only.
✓	**Narrative description of the proposed development.** Briefly describe the existing condition of the property and the proposed use, physical development, subdivision or development option for which you are seeking approval.	Please visit TownofJackson.com for Development Plan & CUP submittal requirements.
N/A	**Proposed Development Program.** Please use the attached template established in the Administrative Manual.	
✓	**Site Plan.** Please see the attached list of minimum standards for a site plan, established in the Administrative Manual.	Please show location of 30 foot private roadway easement with 20 foot paved road. This is crucial to determining structure setbacks. Gravel or dirt are not permitted materials for the road.
	Floor Plans. Include floor plans for any existing buildings that will be occupied by a proposed use. If changes to existing buildings are proposed, indicate those on the floor plans.	
✓	**Neighborhood Meeting Summary.** See **Section 8.2.3** for Neighborhood Meeting requirements.	Optional for a Development Plan/CUP

✓ **Posted Notice.** See **Section 8.2.14.C.4** for Posted Notice requirements for all public hearings.

✓ **Digital Format.** All application submitted to the Town Planning Department must be submitted in digital format.

Requirements listed under each Article will be checked if required for the application.

✓ *Required, If Checked.*

_____ *If not checked, this requirement is not applicable to your application.*

ARTICLE 2, COMPLETE NEIGHBORHOODS, ARTICLE 3, RURAL AREA ZONES, and ARTICLE 4, SPECIAL PURPOSE ZONES – (Public/Semi-Public & Park and Open Space zones only).

Applicable Zone: NL-5 Applicable LDR Section: 2.2.6

PHYSICAL DEVELOPMENT. *Please see Subsection B in applicable Zone District for specific standards.*

Requirement		**Notes**
✓	**Structure Location and Mass** (setbacks, height, FAR, etc.)	With Development Plan show size of each building envelop and allowed FAR per lot.
_____	**Maximum Scale of Development** (individual building size)	
✓	**Design Review** (Design Guidelines and Design Review Committee)	DRC is required for development of 3 units or more per lot.
✓	**Site Development** (Driveway and Access limits)	30 foot private roadway easement required.
✓	**Landscaping** (see Div. 5.5 for more information)	Required with Building Permit
✓	**Fencing** (see Sec. 5.1.2 for more information)	Required with Building Permit
N/A	**Environmental Standards (see Div. 5.1 and 5.2 for more information)** • Natural Resource Buffers • Irrigation Ditch Setback • Natural Resource Overlay Standards	
√	**Scenic Standards (see Div. 5.3 for more information)** • Exterior Lighting • Scenic Resource Overlay (SRO) Standards	Lighting plan required with Building Permit
√	**Natural Hazards to Avoid (see Div. 5.4 for more information)** • Steep Slopes • Areas of Unstable Soils • Fault Areas • Floodplains • Wildland Urban Interface	Hillside CUP required for average cross slopes 10% and greater.
N/A	**Signs (see Div. 5.6 for more information)**	

✓	**Grading, Erosion Control, Stormwater (see Div. 5.7 for more information)** • Grading • Erosion Control • Stormwater Management	R

USE STANDARDS. *Please see Subsection C in applicable Zone District for specific standards.*

Requirement		Notes
✓	**Allowed Uses** (see Div. 6.1 for more information)	
✓	**Parking** (see Div. 6.2 for more information)	
✓	**Employee Housing** (see Div. 6.3 for more information)	Applicant shall provide a housing mitigation plan at the time of building permit submittal.
✓	**Maximum Scale of Use**	
✓	**Operational Standards (see Div. 6.4 for more information)** • Outside Storage • Refuse and Recycling • Noise • Vibration • Electrical Disturbances • Fire and Explosive Hazards • Heat and Humidity • Radioactivity	

SUBSECTION D, DEVELOPMENT OPTIONS. *Please provide the following information for the applicable zone.*

Requirement		Notes:
✓	Allowed Subdivision and Development Options	
	Subdivision and Development Option Permits	

Additional Comments:

ARTICLE 7, DEVELOPMENT OPTION AND SUBDIVISION STANDARDS APPLICABLE IN ALL ZONES.

Requirement		Notes
	Division 7.1, Development Option Standards **7.1.3** Urban Cluster Development **7.1.4** Mobile Home Park	
✓	**Division 7.2, Subdivision Standards** **7.2.2** Standards Applicable to all Subdivision **7.2.3** Land Division Standards **7.2.4** Condominium and Townhouse Subdivisions	

✓	**Division 7.5, Development Exaction Standards** **7.5.2.** Park Exactions **7.5.3.** School Exactions	Required to be paid at time of recording of plat.
✓	**Division 7.6, Transportation Facility Standards** **7.6.2** Access to Roads, Streets and Highways **7.6.3** Streets, Alleys, and Easements	As stated above, a 30 foot private roadway easement is required with a 20 foot wide paved road. Gravel or dirt are <u>not</u> permitted materials.
	Division 7.7, Required Utilities **7.7.2** Potable Water Supply **7.7.3** Sanitary Sewer Systems **7.7.4** Irrigation Ditch Systems and Design **7.7.5** Other Utilities **7.7.6** Fuel Storage Tank	
	Division 7.8, Workforce Housing Incentive Program	

PLAN REVIEW COMMITTEE. *The Plan Review Committee consists of the following listed agencies. Planning Staff will transmit pertinent portions of the application to each agency.* ***Other agencies and individuals not checked off on this list may be added to the PRC if necessary.***

✓	Public Works/Town Engineer	✓	Police Department
✓	Building Official	✓	START Bus
✓	Town Attorney	✓	Jackson Hole Fire EMS
	Town Clerk	✓	Parks and Recreation Department
✓	Pathways Coordinator		Teton County School District #1
	Surveyor – for subdivision plat		Teton County Sheriff
	Title Company – for subdivision plat		Teton Conservation District
✓	Teton County Housing Authority		Wyoming Department of Game & Fish
	Teton County Weed & Pest		Wyoming Department of Transportation
	Teton County Planning		Wyoming Department of Environmental Quality
	Teton County Engineer		Army Corp of Engineers
	Teton County Assessor		Lower Valley Energy
	Integrated Solid Waste and Recycling		U.S. National Park Service
	Teton County Clerk		U.S. Forest Service
	Teton County Public Health		U.S. Fish and Wildlife
	Teton County Scenic Preserve Trust		Other (Teton County Historic Preservation Board)

Additional Comments:

- The Town has adopted private roadway standards that require a 30 foot wide roadway easement with a 20 foot wide paved road. Gravel, dirt or other similar materials are not permitted. Please provide a plan with the location of the 30 foot easement so that Planning can accurately define street setbacks for each lot.

- This request is for land division and it is unknown as to how much parking will be required for each lot. Please provide site plans that show a building envelop only.

- Please include slopes on at least one of the site plans.

- Fire has denied this initial site plan because there is no adequate turn-around. If these units are to be fire sprinklered, please make that known in the Development Plan. Language requiring fire sprinklering will be added to the recorded plat at time of subdivision.

- Units 2, 3, and 4 have parking located within the 5 foot side yard setback. Parking can be as close as 1' from a side property line if there are at least 3 units on that lot. Staff cannot approve this parking plan a presented.

- Please show compliance with minimum lot size. Also please show building envelop size and potential FAR for each lot.

- How will snow storage be addressed at the dead end? Town staff will not allow snow to be pushed downhill of the parking spaces. How will parking be plowed?

- The parking for Unit 6 does not seem practical. Let's discuss these. Problematic in winter. Will likely encourage guests to park behind them resulting in a line of cars in the road.

- Apartment Occupancy. Occupancy of an apartment shall be restricted to persons employed within Teton County, in accordance with the Jackson/Teton County Housing Rules and Regulations or the occupants shall be members of the same family occupying the principal dwelling unit, such as parents or adult children, or intermittent, nonpaying guests

Project Plan Review History

PLANNING

Project Number P19-251
Project Name Pre-App - 984 Budge Drive
Type PREAPPLICATION
Subtype DEVELOPMENT OPTION PLAN
Status STAFF REVIEW

Applied 11/6/2019 STOL
Approved
Closed
Expired
Status

Applicant Jorgensen Associates, P.C.
Owner BLUFFS DEVELOPMENT GROUP, LLC

Site Address	City	State	Zip
984 BUDGE DRIVE	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
CRYSTAL VALLEY ADDITION	22411632107001	

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Building Kelly Sluder (11/7/2019 11:50 AM KS) New homes will require to meet the building code at time of permitting.	APPROVED W/CONDITI	11/6/2019	11/27/2019	11/7/2019	
Fire Kathy Clay (11/18/2019 2:50 PM CLAY) This will become a subdivision. Provide fire department access notes and water supply notes for subdivision.	DENIED	11/6/2019	11/27/2019	11/18/2019	See notes
Joint Housing Dept Stacy Stoker (12/2/2019 10:04 AM SAS) A complete Housing Mitigation Plan is required to be submitted with any development plan. Required units shall meet the Livability Standards in the Jackson/Teton County Housing Department Rules and Regulations and must receive approval from the Housing Department. The Housing Department will work with the applicant to ensure required units meet the Livability Standards and to record restrictions on required units.	APPROVED W/CONDITI	11/6/2019	12/2/2019	12/2/2019	See notes
Legal Lea Colasuonno	NO COMMENT	11/6/2019	11/27/2019	11/14/2019	No comment at this time.
Parks and Rec Steve Ashworth (11/14/2019 9:18 AM STOL) No comments from Parks & Rec regarding P19-251, 984 Budge Dr. Andy Erskine, CPSI	NO COMMENT	11/6/2019	11/27/2019	11/14/2019	
Pathways Brian Schilling (11/26/2019 12:47 PM STOL) No comments from Pathways	NO COMMENT	11/6/2019	11/27/2019	11/26/2019	
Planning Tyler Valentine	APPROVED W/CONDITI	11/6/2019	11/27/2019	12/9/2019	

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes
(12/9/2019 8:56 AM TV)

- The Town has adopted private roadway standards that require a 30 foot wide roadway easement with a 20 foot wide paved road. Gravel, dirt or other similar materials are not permitted. Please provide a plan with the location of the 30 foot easement so that Planning can accurately define street setbacks for each lot.

- This request is for land division and it is unknown as to how much parking will be required for each lot. Please provide site plans that show a building envelop only.

- Please include slopes on at least one of the site plans.

- Fire has denied this initial site plan because there is no adequate turn-around. If these units are to be fire sprinklered, please make that known in the Development Plan. Language requiring fire sprinklering will be added to the recorded plat at time of subdivision.

- Units 2, 3, and 4 have parking located within the 5 foot side yard setback. Parking can be as close as 1 ' from a side property line if there are at least 3 units on that lot. Staff cannot approve this parking plan a presented.

- Please show compliance with minimum lot size. Also please show building envelop size and potential FAR for each lot.

- How will snow storage be addressed at the dead end? Town staff will not allow snow to be pushed downhill of the parking spaces. How will parking be plowed?

- The parking for Unit 6 does not seem practical. Let's discuss these. Problematic in winter. Will likely encourage guests to park behind them resulting in a line of cars in the road.

- Apartment Occupancy. Occupancy of an apartment shall be restricted to persons employed within Teton County, in accordance with the Jackson/Teton County Housing Rules and Regulations or the occupants shall be members of the same family occupying the principal dwelling unit, such as parents or adult children, or intermittent, nonpaying guests

Police Todd Smith	NO COMMENT	11/6/2019	11/27/2019	11/15/2019
Public Works Brian Lenz	APPROVED W/CONDITI	11/6/2019	12/2/2019	12/13/2019

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes
(12/13/2019 1:32 PM BTL)
Pre-Ap Comments

P19-251
ADDRESS: 984 Budge Drive
OWNER: Bluffs Development Group, LLC
APPLICANT: Jorgensen Associates, Uriel

12/13/2019
Brian Lenz, 733-3079

DATE OF SUBMITTAL: 11/6/2019
DATE OF MATERIALS: Civil Plan 11/4/2019
REVISION NO.: 00

The engineering division has reviewed your application for a DEVELOPMENT PERMIT submitted on and with application materials as dated above.

*The following comments are being provided for use in preparation of future applications and are required for sufficiency.

In addition to the required Town of Jackson submittal requirements, The Engineering Division requires applicants to submit plans, documents, etc in electronic PDF format in addition to the standard paper submittal(s). Please submit these materials through Tiffany Stolte of the Planning Department (tstolte@jacksonwy.gov).

TOJ CODE
A construction-staging narrative shall be submitted for review and approval with the Development Plan application.

Plans provided shall show all work to be completed within the Town's right-of-way.

Show all encroachments into the Town's right-of-way or easements. Encroachment agreements are required for encroachments of buildings, retaining walls, foundations, canopies, balconies, roofs, shoring, etc.

A demolition permit is required for each existing structure to be removed from the site. Water and sewer services to be abandoned for the project shall be abandoned at the main during the demolition phase of the project.

LAND DEVELOPMENT REGULATIONS
Development shall comply with the physical development standards for its zoning.

5.1.2 Wildlife Friendly Fencing: Show location and height of fencing. No fencing is allowed within the right-of-way. Protect sight triangles at intersections.
5.1.1 Natural Resource Setback: Provide a plan that

5.4 NATURAL HAZARDS PROTECTION STANDARDS
5.4.1 Steep Slopes: For development in Hillside Areas, identify any unstable soils and show compliance with this section. At a minimum, provide a slope analysis, reconnaissance level soil and subsurface investigation. Provide a complete grading and drainage plan that meet the criteria of 5.4.1.C.6.d.
5.4.2 Unstable Soils: Identify any unstable soils and show compliance with this section.
5.4.3 Faults: Identify any unstable soils and show compliance with this section.
5.4.4 Floodplains: Identify and floodplains or floodways and show compliance with the municipal code and / or the LDRs.

5.5 LANDSCAPING STANDARDS
Provide a plan that complies with the LDRs and addresses erosion control and slope stability for Hillside Area developments.

5.7 GRADING, EROSION CONTROL, AND STORMWATER
5.7.1 Grading Permit Required: Provide information on how the application will comply with this section, including the Geotechnical Report.

5.7.2 Grading Standards: Provide a grading plan that shows compliance with this section. Plan shall include existing and proposed site contours with elevation labels, spot elevations, high and low points, grade breaks. Provide easements for grading proposed on adjacent properties.
5.7.3 Erosion Control Standards: Provide an erosion control plan that shows compliance with this section.
5.7.4 Stormwater Management Standards: Provide an erosion control plan that shows compliance with this section.

6.2 PARKING AND LOADING STANDARDS
6.2.2 Required Parking and Loading: Provide a plan that shows the proposed parking in compliance with this section. Include location and dimension of parking spaces, accessible spaces, including van accessible spaces, and bicycle parking. For uses that require delivers, show the proposed loading facilities.
6.2.5 Off-Street Parking and Loading Design Standards: Provide a parking plan in compliance with this section. Include surface materials and drainage plans, access and circulation, and snow storage.

6.4 OPERATIONAL STANDARDS
6.4.1 Outside Storage: Provide a Construction Management Plan / Narrative, forany offsite storage address compliance with this section.
6.4.3 Noise: Provide a Construction Management Plan / Narrative, for any offsite storage address compliance with this section.
6.4.4 Vibration: Provide a Construction Management Plan / Narrative, for any offsite storage address compliance with this section.

7.2 SUBDIVISION STANDARDS
7.2.2 Standards Applicable to all Subdivisions
7.2.2.A Subdivision Improvements:
1. Provide plans and specifications for roads, streets, alleys, sidewalks, and pathways including street light, signage, and markings.
2. Provide a sanitary sewer wastewater plan.
3. Provide a water supply plan.
4. Provide a storm drainage plan, basins, calculations, treatment method. Stormwater discharged to a public storm sewer or right of way requires treatment. Wyoming DEQ 5D2 permits are required for subsurface discharges.
5. Provide an irrigation plan or statement.
6. Provide a plan for all other utilities, such as telephone, cable TV, electric, fiber, gas.
7. Provide a plan for permanent reference monuments, property corners, etc.
8. Permits are required prior to construction of development improvements.
9. All improvement shall be designed by a professional engineer licensed to do such work in the State of Wyoming.
10. The Town Council may require installation and construction of utilities, pavement and other land improvements in excess of subdivision design needs, to assure adequate service to future development areas.

7.6 TRANSPORTATION FACILITY STANDARDS
7.6.2 Access to Roads, Streets and Highways: Provide a plan showing the point of access. Show compliance with the standards for access and justification for access to collector and arterial roads.
7.6.3 Streets Alleys and Easements: Provide a plan showing all proposed streets, alleys, and easements. Show compliance with the general standards, extension, engineering access, right-of-way, pavement widths, urban and rural classification, alignment, profile, grades, andintersections.
7.6.4 Street and Road Standards (section not used, for reference):
1. Provide a plan that generally complies with the Community Streets plan and Bicycle improvements plan. Include property lines, dimensions, radii, elevations, slopes, grade changes, etc.
2. For all pedestrian areas provide a plan that includes: dimensions, radii, elevations, slopes (running and cross slopes, not oblique slopes), ramp slopes, grade breaks, stair dimensions, handrails, guards, etc. showing compliance with ADA, IBC, and Town standards.

7.7 – REQUIRED UTILITIES
7.7.2 Potable Water Supply:
1. Provide a water supply plan and estimated average day, maximum day, and maximum hour, required fire flows, and per capita maximum daily demands. Demands shall be determined by one of the following: Wyoming DEQ Chapter 12 Section 8 (equivalent per capita water use shall be at least 125 gpd and 340 gpd for average and maximum day respectively); Wyoming DEQ Chapter 25 Tables 1 and 2 with consumption and irrigation factored in, metered water supply data from another development where similar water demands have been demonstrated, or other Town Engineer approved source.
2. Provide right-of-way or easements as required, 30 feet minimum width with 10 feet minimum to either side.
3. Provide a water system analysis indicating the required domestic and fire flow demands. Identify impacts to or upgrade requirements for the existing distribution, supply, or treatment system.

4. Show compliance with state regulations, construction standards, connections for lots of record, provisions for system expansion, and fire protection. Provide information on planned metering and backflow prevention locations.
5. State whether the water system will be privately or publicly owned.Water services over 2-inch in diameter require engineering design. Water mains larger than 8-inch and or longer than 250 feet require a Wyoming DEQ permit.

7.7.3 Sanitary Sewer System:
1. Provide a sanitary sewer wastewater plan and estimated average day, maximum day, and peak hour for the design of the project, per capita design flows, extraneous flows, and industrial and/or commercial waste volumes. Volumes shall be determined by one of the following: Wyoming DEQ Chapter 25 Tables 1 and 2; metered water supply data from another development where similar water demands have been demonstrated; or other Town Engineer approved source.
2. Provide right-of-way or easements as required, 30 feet minimum width with 10 feet minimum to either side.
3. Provide a sanitary sewer analysis. Identify downstream impacts on existing sewers, lift stations, and treatment facilities.
4. Show compliance with state regulations, construction standards, maximum allowable infiltration, connections for lots of record, provisions for system expansion.
5. State whether the sewer system will be privately or publicly owned.

7.7.4 Irrigation System:
1. Provide an irrigation plan when the system is for the entire development or the system will be owned by the Town. For all systems provide the irrigation water demand, type of backflow preventer, location, and whether irrigation will be metered separately from domestic.
2. Show compliance with surface water rights (if applicable), irrigation surface water runoff, setbacks to ditches, and access to ditches.
3. Show compliance to standards for any alteration of an irrigation ditch.
4. A Wyoming Department of Transportation license is required for irrigation systems and landscaping located within the WYDOT right-of-way.

7.7.5 Other Utilities:
Provide a plan for all other utilities, such as telephone, cable TV, electric, fiber, gas. All utilities shall be installed underground. Provide right-of-way or easements as required. Show that private utilities can be located on private properties, e.g. transformers.

7.7.6 Fuel Storage Tanks:
Provide a plan showing any buried fuel storage tanks. All fuel storage tanks for private residential use, except for LP (liquid petroleum) gas and kerosene, shall be underground. All fuel tanks shall meet setbacks for accessory structures in the applicable zone, and no fuel may be buried within 50 feet from any stream, excluding irrigation ditches.

PROJECT SPECIFIC COMMENTS
This response is provided based on the application materials and materials shown at the Pre-Application meeting held 12/6/2019.
1. Provide a fire hydrant or other device suitable to provide scour velocities while flushing. Address runoff and erosion in the flushing area.
2. Based on the information provided no Subdivision Agreement is Required at this time.
3. If the private sewer line to the south across private properties is utilized for the development, provide the legal instruments that allow its use, any conditions of use, etc. Provide information on size, material, slopes, structures, cleanouts, solids retention, etc. to show compliance with current regulations and standards. If the sewer is not used provide information on any abandonment.
4. A zoning compliance verification is required to determine if the steep slopes are manmade. Provide historical photos, maps, surveys, etc. to support your request.
5. Show the new water main between budge drive and highway 22 with associated easements on the plans.
6. If just one lot is developed under the existing regulations for the lot provide all utility and grading information with the building permit.
7. A grading permit is required for the installation of the common utilities and services to the proposed lots.
8. A grading pre-application meeting is required for the installation of the utilities, and as required by the LDRs for the single family home developments.
9. A gravity sewer connecting in Budge Drive would require more detailed review. Consideration for the road being paved within the last five years may require pavement reclamation larger than a typical trench reclamation.
10. Verify with building official for helical piers and geotechnical report being sufficient to meet the requirements of IRC 403.1.7.4.
11. A geotechnical report is required for sites with existing slopes greater than 25% or per Town Engineer Commensurate with the degree of hazard and including a Stability Evaluation or Analysis for Pre and Post Development conditions considering internal, local, and global stability to the degree that the project influences the area. The report must address the stability of each lot as proposed for

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes

development minimizing or eliminating the need for detailed investigation, review, and analysis with each individual building permit application. Currently, the Hillside areas and steep slope standards are under review for updating. Standards in place at the time of application for permit will be applicable.

12. Utility easements for private water and sewer mains must be a minimum of 20 feet with at least 10 feet on either side of the utility. Utilities shall be installed to meet standard separation distances.

13. Show plans for relocation of existing overhead power and communication utilities. Depending on pay structure, scope, and timing this may trigger a subdivision improvement agreement.

START 11/6/2019 11/27/2019

Darren Brugmann

Project Plan Review History

PLANNING

Project Number P20-009
Project Name Development Plan - Bluffs Development
Type DEVPLAN
Subtype LAND DIVISION
Status STAFF REVIEW

Applied 1/16/2020 STOL
Approved
Closed
Expired
Status

Applicant Jorgensen Associates, P.C.
Owner BLUFFS DEVELOPMENT GROUP, LLC

Site Address	City	State	Zip
984 BUDGE DRIVE	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
CRYSTAL VALLEY ADDITION	22411632107001	

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Building Kelly Sluder	APPROVED	1/17/2020	2/7/2020	1/21/2020	
Building Kelly Sluder (2/13/2020 11:06 AM KS) All future structures will be required to meet the current adopted building codes.	APPROVED W/CONDITI	2/13/2020	2/28/2020	2/13/2020	
Fire Kathy Clay (3/3/2020 9:08 AM TV) (3/3/2020 CLAY) Fire department turnaround is waived in lieu of all habitable structures within the subdivision are fire sprinklered per NFPA 13D. Although 13R was indicated originally, the structures appear to single units, not connected to each other. A fire hydrant within 500' of all structures is required.	APPROVED W/CONDITI	1/17/2020		3/3/2020	
Fire Kathy Clay (3/13/2020 11:21 AM TV) please see first comments.	APPROVED W/CONDITI	2/13/2020	2/28/2020	3/13/2020	
Joint Housing Dept Stacy Stoker		2/13/2020	2/28/2020		
Joint Housing Dept Stacy Stoker (1/30/2020 2:23 PM SAS) The application is for a subdivision of land so there is no housing requirement at this time. When the units are built on the individual lots, there will be required housing fees for each unit. Any proposed restricted units will be exempt from housing fees. Restricted units are required to be in compliance with the Livability Standards in the Housing Rules and Regulations. A Livabiity Standards Questionnaire will be completed and submitted to the Housing Department prior to submittal for building permit. The Housing Department will provide the standard approved Special Restriction to be recorded on the property in accordance with the Housing Rules and Regulations.	APPROVED W/CONDITI	1/17/2020	2/7/2020	1/30/2020	See Comments

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Legal Lea Colasuonno (2/2/2020 6:22 AM LC) The findings for approval of a development plan, Section 8.3.2.C, are that the application: 1. Is consistent with the desired future character described for the site in the Jackson/ Teton County Comprehensive Plan; 2. Achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable; 3. Does not have significant impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, and EMS facilities; 4. Complies with the Town of Jackson Design Guidelines, if applicable; 5. Complies with all relevant standards of these LDRs and other Town Ordinances; and 6. Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals. 8.4.2. sets out the findings for approval of a CUP, specifically that “a conditional use permit shall be approved upon finding the application: 1. Is compatible with the desired future character of the area; 2. Complies with the use specific standards of Div. 6.1.; 3. Minimizes adverse visual impacts; 4. Minimizes adverse environmental impacts; 5. Minimizes adverse impacts from nuisances; 6. Minimizes adverse impacts on public facilities; 7. Complies with all other relevant standards of these LDRs and all other Town Ordinances; and 8. Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.”	APPROVED W/CONDITI	1/17/2020	2/7/2020	2/2/2020	Lea Colasuonno
Legal Lea Colasuonno	APPROVED W/CONDITI	2/13/2020	2/28/2020	2/14/2020	See comments.
Parks and Rec Steve Ashworth (2/13/2020 3:58 PM STOL) No comments from P&R on P20-009.010, Budge Drive. Andy Erskine, CPSI		1/17/2020			
Parks and Rec Steve Ashworth (2/13/2020 3:59 PM STOL) No comments from P&R on P20-009.010, Budge Drive. Andy Erskine, CPSI	NO COMMENT	2/13/2020	2/28/2020	2/13/2020	
Pathways Brian Schilling		1/17/2020			
Pathways Brian Schilling		2/13/2020	2/28/2020		

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Planning Tyler Valentine (2/3/2020 10:42 AM STOL) Dear Mr. Schulte:	INSUFFICIENT	1/17/2020	2/7/2020	2/3/2020	

This letter is to confirm that the application submitted on January 17, 2020 for a Development Plan and Hillside CUP at the property located at 984 Budge Drive has been determined "insufficient" by the Planning Department. The application has been deemed insufficient for the following reasons:

1. LDR Section 5.4.1.C.6 lists five (5) items for submittal of a Hillside CUP. The application submitted is missing (a) –Report summarizing wildlife use of the subject property and any potential impacts from the proposed development, and (c) Visual impact analysis. Since no development is proposed, the visual impact analysis should include the anticipated location of future development and show anticipated bulk, scale and mass from multiple vantage points.
2. Since no development is being reviewed with this application, please provide a new digital submission and remove the housing mitigation information in Section 3.1 of your submittal as that will be reviewed when each lot is developed. If the intent is to build an on-site affordable unit to mitigate future fees associated with individual lot development, then a housing mitigation plan for a banked unit should be submitted concurrent with the first building permit. Banking of units is allowed under Section 6.3.5.D.3.
3. Since no development is being reviewed with this application, please provide a new digital submission and remove the site plan in Section 5 of your submittal that shows multiple 3-bedroom units on each lot. As a side not, this plan conflicts with the housing mitigation plan submitted in Section 3 which calls for 1 unit on each lot (minus the lot with the proposed affordable unit).

Should you have any questions or need additional information, please contact me at 307-733-0440, ext. 1305 or by email at tvalentine@jacksonwy.gov.

Sincerely,

Tyler Valentine
Senior Planner

Planning Tyler Valentine (3/13/2020 11:20 AM TV) Please see staff report.	APPROVED W/CONDITI	2/13/2020	2/28/2020	2/24/2020	
Police Todd Smith		1/17/2020			
Police Todd Smith		2/13/2020	2/28/2020		
Public Works Brian Lenz	NO COMMENT	1/17/2020		2/13/2020	See revised submittal comment
Public Works Brian Lenz	APPROVED W/CONDITI	2/13/2020	2/28/2020	3/13/2020	

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes

(4/9/2020 11:24 PM BTL)
Development Plan& Hillside CUP – APPROVED with Conditions

P20-009 &P20-010
ADDRESS: 984 Budge Drive – The Bluffs
OWNER: Bluffs Development Group, LLC
APPLICANT: Bluffs Development Group, LLC

4/10/2020
Brian Lenz, 733-3079

DATE OF SUBMITTAL: 1/17/2020
DATE OF MATERIALS: 01/13/2020 (Civil), 03/10/2017 (Preliminary Stability Analysis), July 2017 (Subsurface Exploration and Slope Stability Analysis), and 4/23/2019 (Geotech)
REVISION NO.: 01

The engineering division has reviewed your application for a DEVELOPMENT PLAN and Hillside CUP submitted on and with application materials as dated above.

Additional information has bee provided since the initial 3/13/2020 review and the following conditions supersede the previous conditions.

The following conditions of approval need to be addressed prior to any further applications for platting and construction on the development, with the exception of development allowed by right.

1. Provide all the legal instruments granting permission for the existing sewer line across all the properties that the sewer line crosses.
2. Provide an exhibit or plan of the existing sewer line showing its location within its easements.
3. If no legal instrument exists or the sewer line is not located according to the recorded instrument, then an instrument must be recorded or modified, and/or the sewer line relocated to within the granted easement.
4. Provide a governing document for the ownership, maintenance, repair, etc. for the private sewer line that includes both existing lots of the Crystal Valley Subdivision.
5. Provide information on size, material, slopes, structures, cleanouts, solids retention, etc. to show compliance with current regulations and standards.
6. Prior to issuance of a grading or building permit the existing private sewer line must be permitted as a collection main by the Wyoming DEQ and a Wyoming DEQ notice of coverage of permit must be provided to the Town Engineer .Should the Wyoming DEQ not permit the line as a collection main another acceptable sewer collection system must be approved and permitted.
7. Third party review of the geotechnical reports has been commissioned and approval of the analysis and recommendations is required.
8. Prior to platting, existing overhead power and utilities shall be relocated and buried to the extent possible. If relocation is not feasible, vertical separation easements agreed to by the utilities must be recorded.
9. The water and sewer utilities from the point of connection to the main shall be privately owned, operated, and maintained by the development.
10. An access easement benefitting 988 Budge Drive shall be granted on the plat or contemporaneously with the plat.

THE FOLLOWING 3/13/2020 CONDITIONS ARE SUPERSEDED BY THE PRECEDING 4/10/2020 CONDITIONS

(3/13/2020 9:32 AM BTL)
Development Plan – APPROVED with Conditions

P20-009
ADDRESS: 984 Budge Drive – The Bluffs
OWNER: Bluffs Development Group, LLC
APPLICANT: Bluffs Development Group, LLC

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks
Notes					

3/13/2020
Brian Lenz, 733-3079

DATE OF SUBMITTAL: 1/17/2020
DATE OF MATERIALS: 01/13/2020 (Civil), 03/10/2017 (Preliminary Stability Analysis), and 4/23/2019 (Geotech)
REVISION NO.: 00

The engineering division has reviewed your application for a DEVELOPMENT PLAN submitted on and with application materials as dated above.

The following conditions of approval need to be addressed prior to any further applications for platting and construction on the development, with the exception of development allowed by right.

1. Provide a fire hydrant or other device suitable to provide scour velocities while flushing. Address runoff and erosion in the flushing area.
2. Based on the information provided no Subdivision Agreement is Required at this time.
3. If the private sewer line to the south across private properties is utilized for the development, provide the legal instruments that allow its use, any conditions ofuse, easements (across at least three properties), who owns and pays for the line, etc. Provide information on size, material, slopes, structures, cleanouts, solids retention, etc. to show compliance with current regulations and standards. If the sewer is not used provide information on any abandonment.
a. The existing private sewer line proposed for connection was built to convey effluent downstream of a septic tank to retain the solids. No septic tank for solids removal is included in the plans, provide engineering justification for modifying the existing system.
4. A gravity sewer connecting in Budge Drive would require more detailed review. Consideration for the road being paved within the last five years may require pavement reclamation larger than a typical trench reclamation.
5. A zoning compliance verification is required to determine ifthe steep slopes are manmade. Provide historical photos, maps, surveys, etc. to support your request.
6. Show the new water main between Budge Drive and highway 22 with associated easements on the plans.
7. If just one lot is developed under the existing regulations for the lot provide all utility and grading information with the building permit.
8. A grading permit is required for the installation of the common utilities and services to the proposed lots.
9. A grading pre-application meeting is required for the installation of the utilities, and as required by the LDRs. Additional grading pre-application meetings may be required for the individual home developments as well.
10. Verify with building official for helical piers and geotechnical report being sufficient to meet the requirements of IRC 403.1.7.4. Proposed building envelopes should not show availability to develop over the steep slopes.
11. A geotechnical report is required for sites with existing slopes greater than 25% or per Town Engineer Commensurate with the degree of hazard and including a Stability Evaluation or Analysis for Pre and Post Development conditions considering internal, local, and global stability to the degree that the project influences the area. The report must address the stability of each lot as proposed for development minimizing or eliminating the need for detailed investigation, review, and analysis with each individual building permit application. Currently, the Hillside areas and steep slope standards are under review for updating. Standards in place at the time of application for permit will be applicable.
a. A Final Stability analysis is required, per the Preliminary Slope Stability Analysis, "…this analysis does not constitute an appropriate level of effort to support final development design; additional investigation and analysis is necessary."
b. Provide complete geotechnical reports, including the bore logs.
c. Address the impacts that the Cache Creek Thrust Fault may have on the proposed development.
d. Show compliance with the geotechnical report regarding irrigation around the structures.
12. Utility easements for private water and sewer mains should be a minimum of 20 feet with at least 10 feet on either side of the utility. Utilities shall be installed to meet standard separation distances.
a. Provide justification for how a 10-foot wide easement is adequate for the sewer line extending south to the private sewer line. State whether additional setbacks are required for the structure from the sewer line.
13. Show plans for relocation of existing overhead power and communication utilities. Depending on pay structure, scope, and timing this may trigger a subdivision improvement agreement.
14. The water and sewer utilities from the point of connection to the main shall be privately owned, operated, and maintained by the development.
15. 5.4.3: Provide notification on the Development Plan: On lots of record where a fault line exists according to fault line maps for the area, a note shall be placed on all development plans and plats stating that a Seismic Zone 3 fault linepotentially subject to movement exists on the lot of record.

16. Proposed lots should be dimensioned.
17. Proposed parking should be dimensioned. For 18-foot deep spaces show the 2 feet of overhang. Is adequate room provided at the west end of the road for turn around?

The following comments are provided as a reference for the submittal of future development of building permits.

TOJ CODE

A demolition permit is required for each existing structure to be removed from the site. Water and sewer services to be abandoned for the project shall be abandoned at the main during the demolition phase of the project.

Reduced Pressure Principal Backflow assemblies are required on fire sprinkler service lines.

5.4 NATURAL HAZARDS PROTECTION STANDARDS
5.4.1 Steep Slopes: For development in Hillside Areas, identify any unstable soils and show compliance with this section. At a minimum, provide a slope analysis, reconnaissance level soil and subsurface investigation. Provide a complete grading and drainage plan that meet the criteria of 5.4.1.C.6.d.
5.4.2 Unstable Soils: Identify any unstable soils and show compliance with this section.
5.4.3 Faults: Identify any faults and show compliance with this section.

5.5 LANDSCAPING STANDARDS
Provide a plan that complies with the LDRs and addresses erosion control and slope stability for Hillside Area developments.

5.7 GRADING, EROSION CONTROL, AND STORMWATER
5.7.1 Grading Permit Required: Provide information on how the application will comply with this section, including the Geotechnical Report.
5.7.2 Grading Standards: Provide a grading plan that shows compliance with this section. Plan shall include existing and proposed site contours with elevation labels, spot elevations, high and low points, grade breaks. Provide easements for grading proposed on adjacent properties.
5.7.3 Erosion Control Standards: Provide an erosion control plan that shows compliance with this section.
5.7.4 Stormwater Management Standards: Provide an erosion control plan that shows compliance with this section.

6.2 PARKING AND LOADING STANDARDS
6.2.2 Required Parking and Loading: Provide a plan that shows the proposed parking in compliance with this section. Include location and dimension of parking spaces, accessible spaces, including van accessible spaces, and bicycle parking. For uses that require delivers, show the proposed loading facilities.
6.2.5 Off-Street Parking and Loading Design Standards: Provide a parking plan in compliance with this section. Include surface materials and drainage plans, access and circulation, and snow storage.

6.4 OPERATIONAL STANDARDS
6.4.1 Outside Storage: Provide a Construction Management Plan / Narrative, for any offsite storage address compliance with this section.
6.4.3 Noise: Provide a Construction Management Plan / Narrative stating compliance with noise regulations.
6.4.4 Vibration: Provide a Construction Management Plan / Narrative, stating compliance with noise regulations.

7.2 SUBDIVISION STANDARDS
7.2.2 Standards Applicable to all Subdivisions
7.2.2.A Subdivision Improvements:
1. Provide plans and specifications for roads, streets, alleys, sidewalks, and pathways including streetlight, signage, and markings.
2. Provide a sanitary sewer wastewater plan.
3. Provide a water supply plan.
4. Provide a storm drainage plan, basins, calculations, treatment method. Stormwater discharged to a public storm sewer or right of way requires treatment.
5. Provide an irrigation plan or statement.
6. Provide a plan for all other utilities, such as telephone, cable TV, electric, fiber, gas.
7. Provide a plan for permanent reference monuments, property corners, etc.

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks
Notes					

8. Permits are required prior to construction of development improvements.
9. All improvement shall be designed by a professional engineer licensed to do such work in the State of Wyoming.
10. The Town Council may require installation and construction of utilities, pavement andother land improvements in excess of subdivision design needs, to assure adequate service to future development areas.

7.6 TRANSPORTATION FACILITY STANDARDS

7.6.2 Access to Roads, Streets and Highways: Provide a plan showing the point of access. Show compliance with the standards for access and justification for access to collector and arterial roads.

7.6.3 Streets Alleys and Easements: Provide a plan showing all proposed streets, alleys, and easements. Show compliance with the general standards, extension, engineering access, right-of-way, pavement widths, urban and rural classification, alignment, profile, grades, and intersections.

7.6.4 Street and Road Standards (section not used, for reference):

1. Provide a plan that generally complies with the Community Streets plan and Bicycle improvements plan. Include property lines, dimensions,radii, elevations, slopes, grade changes, etc.
2. For all pedestrian areas provide a plan that includes: dimensions, radii, elevations, slopes (running and cross slopes, not oblique slopes), ramp slopes, grade breaks, stair dimensions, handrails, guards, etc. showing compliance with ADA, IBC, and Town standards.

7.7 – REQUIRED UTILITIES

7.7.2 Potable Water Supply:

1. Provide right-of-way or easements as required, 30 feet minimum width with 10 feet minimum to either side.
2. Show compliance with state regulations, construction standards, connections for lots of record, provisions for system expansion, and fire protection. Provide information on planned metering and backflow prevention locations.

7.7.3 Sanitary Sewer System:

1. Provide right-of-way or easements as required, 30 feet minimum width with 10 feet minimum to either side.
2. Show compliance with state regulations, construction standards, maximum allowable infiltration, connections for lots of record, provisions for system expansion.
3. State whether the sewer system will be privately or publicly owned.

7.7.4 Irrigation System:

1. Provide an irrigation plan when the system is for the entire development. Show compliance with geotech.

7.7.5 Other Utilities:

Provide a plan for all other utilities, such as telephone, cable TV, electric, fiber, gas. All utilities shall be installed underground. Provide right-of-way or easements as required. Show that private utilities can be located on private properties, e.g. transformers.

START 2/13/2020 2/28/2020
Darren Brugmann

START 1/17/2020
Darren Brugmann

Project Plan Review History

PLANNING

Project Number P20-010
Project Name Hill Side CUP - Bluffs Development
Type CUP
Subtype HILLSIDE
Status STAFF REVIEW

Applied 1/16/2020 STOL
Approved
Closed
Expired
Status

Applicant

Owner BLUFFS DEVELOPMENT GROUP, LLC

Site Address	City	State	Zip
984 BUDGE DRIVE	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
CRYSTAL VALLEY ADDITION	22411632107001	

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Building Kelly Sluder	APPROVED	1/17/2020	2/7/2020	1/21/2020	
Building Kelly Sluder (2/13/2020 11:07 AM KS) All future structures will be required to meet the current adopted building codes.	APPROVED W/CONDITI	2/13/2020	2/28/2020	2/13/2020	
Fire Kathy Clay (3/3/2020 9:09 AM TV) (3/3/2020 CLAY) Fire department turnaround is waived in lieu of all habitable structures within the subdivision are fire sprinklered per NFPA 13D. Although 13R was indicated originally, the structures appear to single units, not connected to each other. A fire hydrant within 500' of all structures is required.	APPROVED W/CONDITI	1/17/2020		3/3/2020	
Fire Kathy Clay (3/13/2020 11:21 AM TV) please see first comments.	APPROVED W/CONDITI	2/13/2020	2/28/2020	3/13/2020	
Joint Housing Dept Stacy Stoker		1/17/2020			
Joint Housing Dept Stacy Stoker		2/13/2020	2/28/2020		
Legal Lea Colasuonno (2/2/2020 6:35 AM LC) See comments in P20-009; They apply to this P-number as well.	APPROVED W/CONDITI	1/17/2020	2/7/2020	2/2/2020	See P20-009 comments

Report By: Tyler Valentine

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Legal Lea Colasuonno	APPROVED W/CONDITI	2/13/2020	2/28/2020	2/14/2020	
Parks and Rec Steve Ashworth (2/13/2020 3:58 PM STOL) No comments from P&R on P20-009.010, Budge Drive. Andy Erskine, CPSI		1/17/2020			
Parks and Rec Steve Ashworth (2/13/2020 3:59 PM STOL) No comments from P&R on P20-009.010, Budge Drive. Andy Erskine, CPSI	NO COMMENT	2/13/2020	2/28/2020	2/13/2020	
Pathways Brian Schilling		1/17/2020			
Pathways Brian Schilling		2/13/2020	2/28/2020		
Planning Tyler Valentine (2/3/2020 10:47 AM STOL) Dear Mr. Schulte: This letter is to confirm that the application submitted on January 17, 2020 for a Development Plan and Hillside CUP at the property located at 984 Budge Drive has been determined “insufficient” by the Planning Department. The application has been deemed insufficient for the following reasons: 1. LDR Section 5.4.1.C.6 lists five (5) items for submittal of a Hillside CUP. The application submitted is missing (a) –Report summarizing wildlife use of the subject property and any potential impacts from the proposed development, and (c) Visual impact analysis. Since no development is proposed, the visual impact analysis should include the anticipated location of future development and show anticipated bulk, scale and mass from multiple vantage points. 2. Since no development is being reviewed with this application, please provide a new digital submission and remove the housing mitigation information in Section 3.1 of your submittal as that will be reviewed when each lot is developed. If the intent is to build an on-site affordable unit to mitigate future fees associated with individual lot development, then a housing mitigation plan for a banked unit should be submitted concurrent with the first building permit. Banking of units is allowed under Section 6.3.5.D.3. 3. Since no development is being reviewed with this application, please provide a new digital submission and remove the site plan in Section 5 of your submittal that shows multiple 3-bedroom units on each lot. As a side not, this plan conflicts with the housing mitigation plan submitted in Section 3 which calls for 1 unit on each lot (minus the lot with the proposed affordable unit). Should you have any questions or need additional information, please contact me at 307-733-0440, ext. 1305 or by email at tvalentine@jacksonwy.gov. Sincerely, Tyler Valentine Senior Planner	INSUFFICIENT	1/17/2020	2/7/2020	2/3/2020	

Type of Review / Contact / Notes	Status	Dates: Sent	Dates: Due	Dates: Received	Remarks
Planning Tyler Valentine (3/13/2020 11:22 AM TV) Please see staff report.	APPROVED W/CONDITI	2/13/2020	2/28/2020	3/13/2020	
Police Todd Smith		1/17/2020			
Police Todd Smith		2/13/2020	2/28/2020		
Public Works Brian Lenz	NO COMMENT	1/17/2020		2/13/2020	Revised Submittal
Public Works Caitlin Barilec	APPROVED W/CONDITI	2/13/2020	2/28/2020	3/13/2020	

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes

(4/9/2020 11:24 PM BTL)
Development Plan& Hillside CUP – APPROVED with Conditions

P20-009 &P20-010
ADDRESS: 984 Budge Drive – The Bluffs
OWNER: Bluffs Development Group, LLC
APPLICANT: Bluffs Development Group, LLC

4/10/2020
Brian Lenz, 733-3079

DATE OF SUBMITTAL: 1/17/2020
DATE OF MATERIALS: 01/13/2020 (Civil), 03/10/2017 (Preliminary Stability Analysis), July 2017 (Subsurface Exploration and Slope Stability Analysis), and 4/23/2019 (Geotech)
REVISION NO.: 01

The engineering division has reviewed your application for a DEVELOPMENT PLAN and Hillside CUP submitted on and with application materials as dated above.

Additional information has bee provided since the initial 3/13/2020 review and the following conditions supersede the previous conditions.

The following conditions of approval need to be addressed prior to any further applications for platting and construction on the development, with the exception of development allowed by right.

1. Provide all the legal instruments granting permission for the existing sewer line across all the properties that the sewer line crosses.
2. Provide an exhibit or plan of the existing sewer line showing its location within its easements.
3. If no legal instrument exists or the sewer line is not located according to the recorded instrument, then an instrument must be recorded or modified, and/or the sewer line relocated to within the granted easement.
4. Provide a governing document for the ownership, maintenance, repair, etc. for the private sewer line that includes both existing lots of the Crystal Valley Subdivision.
5. Provide information on size, material, slopes, structures, cleanouts, solids retention, etc. to show compliance with current regulations and standards.
6. Prior to issuance of a grading or building permit the existing private sewer line must be permitted as a collection main by the Wyoming DEQ and a Wyoming DEQ notice of coverage of permit must be provided to the Town Engineer .Should the Wyoming DEQ not permit the line as a collection main another acceptable sewer collection system must be approved and permitted.
7. Third party review of the geotechnical reports has been commissioned and approval of the analysis and recommendations is required.
8. Prior to platting, existing overhead power and utilities shall be relocated and buried to the extent possible. If relocation is not feasible, vertical separation easements agreed to by the utilities must be recorded.
9. The water and sewer utilities from the point of connection to the main shall be privately owned, operated, and maintained by the development.
10. An access easement benefitting 988 Budge Drive shall be granted on the plat or contemporaneously with the plat.

THE FOLLOWING 3/13/2020 CONDITIONS ARE SUPERSEDED BY THE PRECEDING 4/10/2020 CONDITIONS

(3/13/2020 9:44 AM BTL)
Development Plan – APPROVED with Conditions

P20-009
ADDRESS: 984 Budge Drive – The Bluffs
OWNER: Bluffs Development Group, LLC
APPLICANT: Bluffs Development Group, LLC

3/13/2020

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes
Brian Lenz, 733-3079

DATE OF SUBMITTAL: 1/17/2020
DATE OF MATERIALS: 01/13/2020 (Civil), 03/10/2017 (Preliminary Stability Analysis), and 4/23/2019 (Geotech)
REVISION NO.: 00

The engineering division has reviewed your application for a HILLSIDE CONDITIONAL USE PERMIT submitted on and with application materials as dated above.

The following conditions of approval need to be addressed prior to any further applications for platting and construction on the development, with the exception of development allowed by right.

CONDITIONS OF APPROVAL:

1. A geotechnical report is required for sites with existing slopes greater than 25% or per Town Engineer Commensurate with the degree of hazard and including a Stability Evaluation or Analysis for Pre and Post Development conditions considering internal , local, and global stability to the degree that the project influences the area. The report must address thestability of each lot as proposed for development minimizing or eliminating the need for detailed investigation, review, and analysis with each individual building permit application. Currently, the Hillside areas and steep slope standards are under review for updating. Standards in place at the time of application for permit will be applicable.
   a. A Final Stability analysis is required, per the Preliminary Slope Stability Analysis, "…this analysis does not constitute an appropriate level of effort to support final development design; additional investigation and analysis is necessary."
   b. Provide complete geotechnical reports, including the bore logs.
   c. Address the impacts that the Cache Creek Thrust Fault may have on the proposed development.
   d. Show compliance with the geotechnical report regarding irrigation around the structures.
   e. Based on the findings of the initial reports, the geology of the area is complicated and a third party review of the geotechnical reports may be required.
2. A complete grading and drainage plan to include existing and proposed contours at 2-foot intervals containing grading, stabilization, revegetation, and structural elements pertaining to retention stabilization and protection systems for all disturbed terrain. The provided materials shall also include proposed access drives, the areas of encroachment into the public right-of-way for said access drives, as well as the grading and drainage work to be completed in the public right-of-way.
3. LDRs 5.4.1 Bond for Required Improvements. Prior to the issuance of any building permit pursuant to this Section, the applicant shall post a performance bond for all restorative and mitigative treatments pursuant to Sec. 8.2.11.

START 2/13/2020 2/28/2020
Darren Brugmann

START 1/17/2020
Darren Brugmann

FODOR LAW OFFICE, PC

Stefan J. Fodor

P.O. Box 551 / Jackson, WY 83001

307.733.2880 (t) / 307.733.2890 (f)

stefan@fodorlaw.com

MEMORANDUM

TO: Tyler Valentine

FROM: Stefan J. Fodor
Jillian Arnold

DATE: April 6, 2020

RE: **P20-009 & P20-010 984 Budge Drive**

Thank you for your time in reviewing the proposed staff conditions and engineering comments with us for the above referenced development. Below, please find responses the Recommendations/Conditions of Approval for the Development Plan and Conditional Use Permit as well as proposed modifications to the same. Jorgensen Associates will be concurrently submitting a revised site plan and response to the Engineering departmental review.

Recommendations/Conditions of Approval for the Development Plan

1. *If a subdivision plat is not submitted within 18 months of Development Plan approval the Development Plan will expire.*

   Applicant Response: No changes proposed.

2. *Prior to Town Council review, the applicant shall revise the site plan to show the dimensions of the parking spaces and back-out distances for the 7 parking spaces shown on future Lot 4. All dimensions shall comply with Section 6.2.5. Off-Street Parking and Loading Design Standards*.

   Applicant Response: The updated Site Development Plan, dated April 6, 2020 submitted by Jorgensen Associates, shows the dimensions and back out distances of the parking spaces on Lot 4, which dimensions comply with Section 6.2.5. of the LDRs. Accordingly, this condition should be removed.

3. *At the time of Subdivision Plat, the applicant shall provide a note on the plat requiring that all habitable structures be fire sprinklered as long as the private road remains without a compliant fire turnaround.*

   Applicant Response: No changes proposed.

4. *Prior to submittal of a building permit for any of the future lots, the applicant shall demonstrate compliance with the standards in Section 5.3.2.H. Skyline Standards*.

   Applicant Response: The applicant understands that if buildings on the property skyline, the LDRs require certain mitigation measures. After discussions with staff on this condition, we

understand that (1) if the buildings do not skyline, they do not need to meet the LDR skylining requirements and (2) that this condition does not prohibit variances. Accordingly, no changes are proposed.

5. *At the time of building permit submittal the applicant shall demonstrate compliance with all development recommendations set forth in the Alder report.*

   Applicant Response: The Applicant proposes that this condition be revised to clearly specify the development conditions/recommendations from revised April 6, 2020 Alder report, rather than incorporating the entire report by reference. We feel that this will provide future owners and staff clarity as to the specific development recommendations. We propose to rewrite this condition as follows:

   At the time of building permit submittal the applicant shall demonstrate compliance with ~~all~~ the 4 development recommendations set forth in the Alder report, dated April 6, 2020, which are as follows: (1) the majority of development shall be limited to already disturbed areas; (2) maintaining 15 ft wildlife movement corridors between structures; (3) fencing shall be prohibited on the property; and (4) other barriers such as retaining walls over 42" tall are prohibited between structures.

Recommendations/Conditions of Approval for the Conditional Use Permit

1. *Prior to issuance of a Grading & Erosion Control Permit & Building Permit, the applicant shall adequately address all concerns and consider all recommendations in the preliminary slope stability analysis and geotechnical report. In addition, the applicant shall address the conditions stated in the Engineering department review related to the geotechnical report and final slope stability analysis.*

   Applicant Response: The Applicant has responded below to all comments generated by the Engineering Department through a letter from Jorgensen Associates dated today.

2. *All future building permits for each lot shall demonstrate that future site disturbance stays within already disturbed areas. Any temporary disturbance beyond already disturbed areas shall be identified and a bond for reclamation shall be provided.*

   Applicant Response: The Applicant will be submitting a ZCV to the Town to confirm the slopes on the property are manmade. The LDRs, Section 5.4.1(B)(1) provides that "[p]hysical development on manmade slopes is permitted, provided that the proposed finish grade complies with all other applicable standards of these LDRs." Accordingly, we propose to remove this condition entirely (and let the LDRs control), or in the interim until a ZCV has been approved confirming the slopes on the property are manmade, to add a sentence to the end of this condition which states: "Development shall stay within already disturbed areas unless a ZCV shows surrounding slopes on the property to be man-made, in such event, development on the man-slopes shall be permitted in accordance with the LDRS, i.e. LDRs, Section 5.4.1(B)(1)"

3. *If a subdivision plat is not submitted within 18 months of CUP approval the CUP will expire*.

   Applicant Response: No changes proposed.

JORGENSEN
It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 201
Jackson, WY 83002
PH: 307.733.5150
|www.jorgeng.com

April 6, 2020

Tyler Valentine
Town of Jackson Planning and Building Department
150 E Pear Avenue
Jackson, WY 83001

-Email Delivery-

RE: P20-009 - 984 Budge Drive – The Bluffs Development Plan Jorgensen's Response to Town of Jackson Engineering

Dear Tyler,

In response to the comments provided by the Town of Jackson Engineering Department, I have compiled our comments into one attachment in collaboration with Jorgensen's Geotechnical and Civil Disciplines and led by Colter Lane, P.E. and Aaron Japel, P.E. respectively. Please address any correspondence back to me directly should you have any questions.

Included with this transmittal you will find the following:

- **Attachment A – Jorgensen's Response to Town of Jackson Engineering**

Sincerely,

JORGENSEN ASSOCIATES, P.C.

Brendan Schulte
Senior Project Manager

Attachment A

Development Plan – APPROVED with Conditions.
Responded to By Jorgensen Associates, Inc. on 4/6/20 (in bold)

P20-009
ADDRESS: 984 Budge Drive – The Bluffs
OWNER: Bluffs Development Group, LLC
APPLICANT: Bluffs Development Group, LLC

3/13/2020
Brian Lenz, 733-3079

DATE OF SUBMITTAL: 1/17/2020
DATE OF MATERIALS: 01/13/2020 (Civil), 03/10/2017 (Preliminary Stability Analysis), and 4/23/2019 (Geotech)
REVISION NO.: 00

The engineering division has reviewed your application for a DEVELOPMENT PLAN submitted on and with application materials as dated above.

The following conditions of approval need to be addressed prior to any further applications for platting and construction on the development, with the exception of development allowed by right.

1. *Provide a fire hydrant or other device suitable to provide scour velocities while flushing. Address runoff and erosion in the flushing area.*
- **Please refer to the updated Site Development Plan, dated 4/6/2020 to address this condition. A flushing hydrant (Kupferle Eclipse #2, or approved equal) has been added to the water system.**

2. *Based on the information provided no Subdivision Agreement is Required at this time.*
- **No action required at this time.**

3. *If the private sewer line to the south across private properties is utilized for the development, provide the legal instruments that allow its use, any conditions of use, easements (across at least three properties), who owns and pays for the line, etc. Provide information on size, material, slopes, structures, cleanouts, solids retention, etc. to show compliance with current regulations and standards. If the sewer is not used provide information on any abandonment.*
- **Notes have been added to the Site Development Plan to address this condition. Copies of all agreements and easements for maintenance, existing use, and improvements related to the private sewer line will be provided to the Town of Jackson prior to connection and installation of improvements. Easements were recorded as concurrent with Plat #1051 in Book 247 of photo 749-751, Book 266 of photo, pages 867-869. Further, the Wyoming DEQ will require permits for all proposed water and sewer infrastructure. All critical Information related to the existing sewer line will be included in the DEQ submittal.**

    a. *The existing private sewer line proposed for connection was built to convey effluent downstream of a septic tank to retain the solids. No septic tank for solids removal is included in the plans, provide engineering justification for modifying the existing system.*
- **Based on discussions with the engineer of the existing collection system, the design strategy allowed for solids and liquids to be conveyed together. The detention vault was added to break down solids due to the single service line from the multiple units. The proposed improvements to the collection system will utilize individual services from each lot consistent with the current regulations and relieves the need for the detention vault. As previously stated, the improvements to the private sewer collection**

system will require a Permit to Construct from the Wyoming DEQ for the system configuration and components.

4. *A gravity sewer connecting in Budge Drive would require more detailed review. Consideration for the road being paved within the last five years may require pavement reclamation larger than a typical trench reclamation.*
- **Noted. Currently there are no plans to connect the sewer to Budge Drive.**

5. *A zoning compliance verification is required to determine if the steep slopes are manmade. Provide historical photos, maps, surveys, etc. to support your request.*
- **A ZCV is being submitted concurrently with this submittal of comment response.**

6. *Show the new water main between Budge Drive and highway 22 with associated easements on the plans.*
- **The waterline and associated easements have been added to the Site Development Plan dated 4/6/2020. Please note that the water system connection for this project has been relocated to tie into this new TOJ water line to alleviate the need to connect into the Budge Drive water main.**

7. *If just one lot is developed under the existing regulations for the lot provide all utility and grading information with the building permit.*
- **Noted, this will be provided at building permit for Lot 1.**

8. *A grading permit is required for the installation of the common utilities and services to the proposed lots.*
- **Noted, this will be provided subsequent to building permit for Lot 1.**

9. *A grading pre-application meeting is required for the installation of the utilities, and as required by the LDRs. Additional grading pre-application meetings may be required for the individual home developments as well.*
- **Noted, this will be provided at prior to applications for the Lot 1 building permit are submitted.**

10. *Verify with building official for helical piers and geotechnical report being sufficient to meet the requirements of IRC 403.1.7.4. Proposed building envelopes should not show availability to develop over the steep slopes.*
- **The proposed helical pier foundations transfer foundation loads to deeper, competent bearing strata and should be sufficient to satisfy the intent of Section 403.1.7 of the IRC. This will be verified during the building permit process for each lot.**
- **No building envelopes are shown. The setbacks shown are what is called out in NL-5 zoning and depicted at the request of planning department. They are being left on the Development Plan as per agreement during the pre-app. A ZCV is being submitted to establish that the slopes in excess of 30% are man-made and therefore exempt from the grading LDRs (5.4.1.B.1).**

11. *A geotechnical report is required for sites with existing slopes greater than 25% or per Town Engineer Commensurate with the degree of hazard and including a Stability Evaluation or Analysis for Pre and Post Development conditions considering internal, local, and global stability to the degree that the project influences the area. The report must address the stability of each lot as proposed for development minimizing or eliminating the need for detailed investigation, review, and analysis with each individual building permit application. Currently, the Hillside areas and steep slope standards are under review for updating. Standards in place at the time of application for permit will be applicable.*
    a. *A Final Stability analysis is required, per the Preliminary Slope Stability Analysis, "…this analysis does not constitute an appropriate level of effort to support final development design; additional investigation and analysis is necessary."*
- **Stability analysis has been performed for the development in the report titled Subsurface Investigation and Slope Stability Analysis dated July 14, 2017. Two slope cross-sections were**

evaluated in order to assess conditions for the entire proposed development area. Factors of safety for seismic and static slope stability exceed those accepted by engineering practice.

b. *Provide complete geotechnical reports, including the bore logs.*

- **The Subsurface Investigation and Slope Stability Analysis dated July 14, 2017, and the Geotechnical Engineering Report dated August 23, 2019, shall together be considered as a complete geotechnical report for the development. The 2017 Report contains test pit and borehole logs as Appendix A. Results of test probes, an alternate investigation technique, are attached to the 2019 Report as Appendices B and C.**

c. *Address the impacts that the Cache Creek Thrust Fault may have on the proposed development.*

- **The Cache Creek Thrust Fault is no longer considered active and therefore not applicable. The East Gros Ventre Butte Fault (EGVB) is the nearest Quaternary-age (i.e., relatively young) fault mapped by the USGS with a nearest approach of approximately 800-ft from the property. The EGVB is classified as Class B indicating geologic evidence suggests its existence, but is not strong enough to indicate it as being the source of large earthquakes. The risk of surface rupture is considered very low. The greatest risk from a fault presented to the site is the Teton Fault, which could cause severe ground shaking in all of Jackson Hole.**

d. *Show compliance with the geotechnical report regarding irrigation around the structures.*

- ***This is referring to Section 7.4 of the 2019 Geotechnical Report and pertains to exterior grading, drainage swales, roof runoff, and irrigation. The GEC should be able to show compliance.***

> **7.4 Final Backfilling and Grading**
>
> Properly compacted backfill and site drainage are extremely important. Final grading should provide positive drainage of at least 0.5 foot in the first 10 feet away from the structure. Adequate gutters are strongly recommended. Roof runoff should be discharged at least 3 feet away from the building or exterior slabs. Swales or other moisture collection points should be avoided if possible within 20 feet of the footings. Drainage swales should slope a minimum of 2%. There should be no irrigation within 5 feet of foundation walls. Irrigation pipes should be pressure-tested when installed and checked annually for leaks.

12. *Utility easements for private water and sewer mains should be a minimum of 20 feet with at least 10 feet on either side of the utility. Utilities shall be installed to meet standard separation distances.*
    a. *Provide justification for how a 10-foot wide easement is adequate for the sewer line extending south to the private sewer line. State whether additional setbacks are required for the structure from the sewer line.*

- **The utility easement on the east side of Lot 1 has been revised to a 20' foot wide utility easement and represented on the Site Development Plan dated 4/6/2020. Proper separation distance will be maintained from the new TOJ waterline. A minimum of 5' will be required from future structures which is adequate given the depth of the sewer line.**

13. *Show plans for relocation of existing overhead power and communication utilities. Depending on pay structure, scope, and timing this may trigger a subdivision improvement agreement.*

- **All small service power lines and cable utilities that serve this subdivision will be buried where appropriate. Primary power poles are currently located with proper horizontal separation outside building envelopes.**
- **The applicant is currently working with Lower Valley Energy for the relocation of the existing large overhead power lines to the north side of the property. In the event that it is not practical for relocation of overhead lines, vertical separation easements will be put in place for the overhead lines. This condition will be met prior to recordation of the Plat.**

14. *The water and sewer utilities from the point of connection to the main shall be privately owned, operated, and maintained by the development.*

- **Please refer to the general note on the Site Development Plan to address this condition. A similar note will be included on the Plat.**

15. *5.4.3: Provide notification on the Development Plan: On lots of record where a fault line exists according to fault line maps for the area, a note shall be placed on all development plans and plats stating that a Seismic Zone 3 fault line potentially subject to movement exists on the lot of record.*

- **Not applicable. See response to Cache Creek Fault above. Seismic Zone 3 fault is antiquated language. No Quaternary-age faults are mapped through the property. See this link to the USGS Fault Map for reference.**
    - **https://usgs.maps.arcgis.com/apps/webappviewer/index.html?id=5a6038b3a1684561a9b0aadf88412fcf**

16. *Proposed lots should be dimensioned.*

- **Please refer to the updated Site Development Plan dated 4/6/2020 to address this condition.**

17. *Proposed parking should be dimensioned. For 18-foot deep spaces show the 2 feet of overhang. Is adequate room provided at the west end of the road for turn around?*

- **Please refer to the updated Site Development Plan dated 4/6/2020 to address this condition.**

From: Tiffany Stolte
To: Tyler Valentine
Subject: FW: Online Form Submittal: General Inquiry, Comment, or Concern
Date: Tuesday, March 10, 2020 1:53:00 PM

FYI from Tim Bohan.

Tiffany Stolte
Planning & Building Dept – Office Manager
Town of Jackson
P.O. Box 1687
Jackson, WY 83001
(307) 733-0440 x1304
tstolte@jacksonwy.gov
www.townofjackson.com

From: Carl Pelletier
Sent: Tuesday, March 10, 2020 11:42 AM
To: Tiffany Stolte
Subject: FW: Online Form Submittal: General Inquiry, Comment, or Concern

Tiffany,

Not exactly sure what to do with this one….could you help make sure it goes to an appropriate person for a response?

Thanks,
Carl

From: noreply@civicplus.com [mailto:noreply@civicplus.com]
Sent: Tuesday, March 10, 2020 11:33 AM
To: Carl Pelletier <cpelletier@jacksonwy.gov>
Subject: Online Form Submittal: General Inquiry, Comment, or Concern

General Inquiry, Comment, or Concern

First Name	Timothy
Last Name	Bohan
Phone Number	3074132167
Email Address	timvoan@gmail.com
General Inquiry, Comment, or Concern	Re: Item P20-009&010. As the owner of lot 6 of the Hillside subdivision and one who shares a property corner pin. I need to simply ask to be included in the subdivision process. With 1.18 acres I should be afforded 4 lots. Or else this is simply another version of spot zoning. To believe that this Development will

decrease density is a falicy. 5 single family homes with 3 bedrooms will equal the same amount of bedrooms as is there now. And a percentage of the people living there now don't own vehicles. Right wrong indifferent those of us who are neighbors should be included for this to be fair right & real

---

Email not displaying correctly? View it in your browser.

From:	Tim Bohan
To:	Tiffany Stolte
Subject:	Re Item p20-009&010
Date:	Tuesday, April 14, 2020 11:45:40 AM

To whom it may concern;
A follow up to my short comments in the report. I have resided at 990 Budge Dr. Since 1997 and upon our annexation in 1999 I petitioned for a rezone- upzone with the idea of sharing my 1.18 acres with people.
The comp. Plan talks about high quality, (complete neighborhood's). Common values, community character. With my neighbors property now evolving out of the 1970's. Don't forget about those who wish the same. In these unpresented times hopefully my 16 year old editorial will bring a smile.
Sincerely Tim Bohan

New Neighborhood

A recent proposal to create a new zoning district known as NC-H (Neighborhood Conservation Hillside) District was discussed at a recent Jackson Planning and Zoning Commission public hearing. The author proposed the idea that "the bar should be raised on new hillside development to make sure they (Developers) enhance our community." He addressed safety issues related to wildfires, avalanches, roadway use, trailhead and wildlife concerns as a justification for this amendment. If it passed, this would basically make hillside development more difficult and expensive. I feel in certain areas there is justification for this idea. However, I disagree that one amendment fits all hillsides.

Being from the other hillside of town, I wish to propose the creation of a new zoning district known as NC-HA (Neighborhood Conservation Hillside Agriculture) since everybody's version of "making the world a better place" is different, especially in such a culturally diverse community as Jackson. Here is the format of the NC-HA District.

The purpose of this zoning district is to address a different set of safety concerns, namely, the large percentage of traffic caused by of humans as well as the delivery of goods and services.

Strategically located hillside lots would be afforded the right to develop their properties in a safe, earth-friendly manner without the stringent building codes of today. Hillsides with southern exposure and sparse vegetation may prove to be unstable in the event of a major earthquake. Simple energy-efficient (solar) earth-friendly village-style development would be allowed. For example, a creative idea would be recycled high tech mobile homes. They could be considered earthquake proof as they are designed to move like a willow in the wind. These economical structures, if seen at all from below, would appear as earth toned passive solar Jackson homes.

Local production and large organic three-season community greenhouses would be the focal point of this zoning district. A vast array of quality fresh herbs, fruits and vegetables could be produced. I believe that the green living concept would create a cohesive community in which residents could simplify their lives. In addition, it would promote local business development.

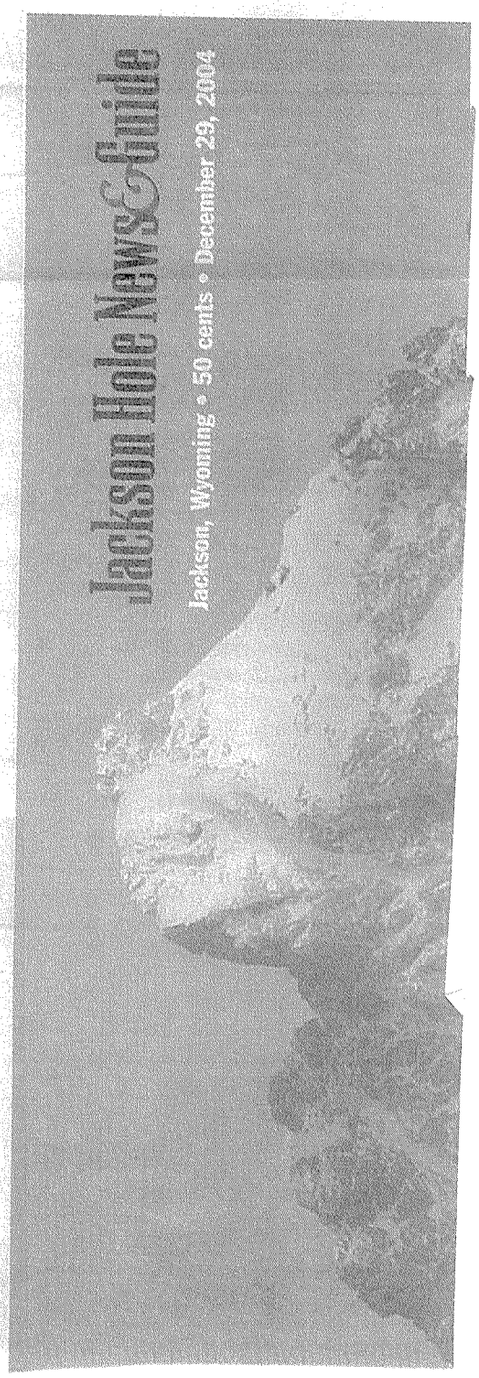
This self-sufficient concept is obviously not new as anyone that has traveled has observed this idea in various forms throughout the earth – with a view that the uncertainties of the 21st century may bring about a need for this to be practiced on a larger scale here in America. This could be viewed as cutting-edge technology. Seasonal trophy homes/agricultural producing hillside villages. There should be space allotted for all.

For the sake of this idea, hopefully, I don't need to elaborate on such things as vehicle accident ratios per thousand trips, often involving animals, fossil fuel dependants, ozone destruction, etc.

Why should this ridiculous old hippie idea be considered? Because this is America, Land of the Free, Home of the Brave!

P.S. I wish to take this space to apologize to whomever I may have offended with my public comments at the meeting. The articulation was misdirected and misinterpreted as I am not a qualified public speaker.

Tim Bohan
Jackson



From: Public Comment
To: Elizabeth Kingwill
Cc: Paul Anthony; Tiffany Stolte
Subject: RE: Easement Bluffs Development,
Date: Thursday, April 16, 2020 11:38:30 AM

Hi Elizabeth,

Thank you for these comments, I will forward them to the Planning Department for the Planning Commission.

Thank you,
Sandy Birdyshaw
Town of Jackson

-----Original Message-----
From: Elizabeth Kingwill <lizzykingwill@icloud.com>
Sent: Thursday, April 16, 2020 11:39 AM
To: Public Comment <publiccomment@jacksonwy.gov>
Subject: Re: Easement Bluffs Development,

Planning Commission April 15,2020 Items P20-009 and P20-010 Bluffs Development
Hi Roxanne, I didn't realize I had to send an email an hour ahead. I just wanted to note for the record, that I have an easement across this property on the NW corner from Jody Burkes, for formal access to my property. I have talked to the planning department about it and also to Brendan Schulte. They have both looked up the filing and agree. It is listed on the page for easements but is not reflected on any of the maps, that I can find. Interesting that this sort of thing can come before the current planning commission and such a blatant mistake by past planning commissions that missed this before I bought the property, don't notice it now and don't ask about it.
Did they all really all read the 100 page plus report? I had a hard time getting through it!
Warm regards, Elizabeth

> On Apr 15, 2020, at 6:21 PM, Elizabeth Kingwill <lizzykingwill@icloud.com> wrote:
>
> Are you going to read my last email regarding my access easement????

SA Simon Associates LLC
geologic & environmental consultants

1981 East Curtis Drive
Salt Lake City, Utah 84121
801.718.2231

April 28, 2020

Mr. Brian Lenz
The Town of Jackson Engineer
P.O. Box 1687
Jackson, WY 83001

Subject: Geologic Review
Lot 1 Crystal Valley Addition
984 Budge Drive
Town of Jackson, Wyoming
SA Project No: 20-345

Report: Jorgensen Geotechnical, LLC Report - Subsurface Exploration and Slope Stability Analysis, 984 Budge Drive, Jackson, Wyoming, prepared for Mr. Dennis Callaghan, Callaghan Partners, 45 River Avenue, Monmouth Beach, NJ 07750, dated July 2017 (sealed July 14, 2017).

Geologic Review Status: ***INCOMPLETE SUBMITTAL***

Dear Mr. Lenz,

At your request, Simon Associates, LLC (SA) reviewed the above referenced July 2017 Jorgensen Geotechnical, LLC (JG) report. The July 2017 JG report was "… limited to a due diligence-level study and evaluation, limited to concerns of slope instability." Soils were not evaluated for the proposed development of the property. JG notes, "… Additional evaluation, which may include further subsurface exploration, and a Geotechnical Engineering Report are necessary for design and construction of the proposed project."[1]

Based on our review of development plans in Jorgensen (2020), we understand the proposed development of the 1.47± acre parcel will consist of:

1. Removal of all existing structures on the property which consists of an apartment structure, cabin, and one mobile home unit.

[1] SA recommends review of referenced Consultant's reports where quoted so quotes are placed in proper context.

2. Subdividing the existing parcel into 5 single-family residential lots.

JG's scope of work included:

1. Subsurface exploration consisting of drilling five (5) exploratory boring, ranging from 31.5 to 121.5 feet below existing ground source. According to the July 2017 JG report, "The purposes of the fieldwork were to observe soil and groundwater conditions, specifically to explore for layers of weak fine-grained soils associated with instability at the WBL [West Broadway Landslide]," (page 1, Introduction).

2. Installation of a single vibrating wire piezometer (VWP) in the boring drilled to a depth of 121.5 feet to monitor changes in groundwater levels before construction.

3. Documentation during drilling by a JG engineer of soil type, thickness, consistency, and relative moisture content of soil stratum observed in the borings.

4. Laboratory testing of samples obtained from the borings for soil classification and to estimate engineering parameters.

5. Engineering analyses and preparation of the July 2017 JG report.

SA was requested by the Town of Jackson to review the July 2017 JG report. The purpose of SA's review is to objectively evaluate whether the July 2017 JG report adequately characterizes geologic conditions at the site, consistent with concerns for public health, safety, and welfare.

SA's scope-of-work included a review of pertinent geologic reports and maps (Love and Albee, 1972; Womack, 2008; Jorgensen 2017; Jorgensen, 2018; Geologists of Jackson Hole, 2014a; 2014b), aerial photographs, and lidar imagery (provided by the Town of Jackson). SA did not visit the property to observe general site conditions.

SA Conclusions

Based substantially in and on the reliance of the technical documentation and assurances provided by JG, including their opinions and conclusions, it is SA's opinion the July 2017, JG report does not adequately characterize geologic conditions at the site.

On page 7 of the July 2017, JG report (Section 4.3, Geology), JG states, "It is significant to note the site investigation did not encounter andesite or conglomerate bedrock resting on fine-grained lakebeds, which together form the ancient slide block reactivated in the WBL."

Although the preceding statement might be true, the site is underlain by geologic units prone to instability as evidenced by a landslide within the neighboring property to the west. Consequently, it is SA's opinion care should be exercised in identifying the geologic units and horizontal continuity of the geologic units at the subject property.

SA Recommendations

Based on SA's scope of work and the technical documentation provided by JG, *SA recommends the Town of Jackson not consider the July 2017, JG report complete from a geologic perspective until the following items are adequately addressed*.

1. SA recommends the Town of Jackson request JG provide geologic cross-sections prepared by, or under the direct supervision of a licensed Wyoming State Professional Geologist.

2. The Womack (2008) report includes the project site. SA recommends the Town of Jackson recommend JG consider the data presented in the Womack (2008) report and indicate whether any changes are deemed appropriate to the July 2017 JG report.

3. On page 11 of the July 2017 JG report (Section 4.4.1, Lacustrine (Lakebed) Deposits), JG states, "The lakebeds in JG-1 appear to be relatively discontinuous and do not correlate definitively at similar elevations to the east in JG-2."

a. SA recommends the Town of Jackson request JG to clarify the apparent discrepancy between the geologic cross-sections in the Womack (2008) report and in the July 2007 JG report.

b. SA recommends the Town of Jackson request JG consider a geologic cross-section between JG borings JG-1 and JG-2.

c. SA recommends the Town of Jackson not approve slope stability analyses until the geologic continuity across the site has been adequately documented.

4. On page 11 of the July 2017 JG report (Section 4.4.1, Lacustrine (Lakebed) Deposits), JG states, "Fine-grained deposits observed in JG-2 between approximate elevations of 33 and 66-ft bgs appear to be lakebeds intermixed with colluvium and debris flow deposition, the distinction being much higher sand and gravel contents in samples thought to be deposited by gravity from the slopes above."

   SA recommends JG clarify the meaning of "intermixed;" perhaps JG is referring to interbedded.

5. Alluvial Fan and Debris Flow Deposits

   a. On the log of Boring JG-2 in the July 2017 JG report:

      i. It appears between 33 and 61± feet below the ground surface there are primarily interbedded lacustrine and alluvial fan deposits.

      ii. Between 61 and 65± feet and about 65 to 66 feet, there is debris flow/lacustrine deposits and alluvial fan/lacustrine deposits, respectively.

   b. Figure 4, Geologic cross-section B-B' in the July 2017 JG report depicts "debris flow – sand with gravel" deposits from 33 to 38± feet below ground surface and "alluvial fan – clay with sand" deposits from 38 to 67± feet below ground surface (at a distance of 175± feet from the north end of the cross-section).

Alluvial fans are the primary sites of debris-flow deposition. SA recommends the Town of Jackson request JG clarify whether JG considers alluvial fan and debris flow deposits different geologic deposits.

6. On page 13 of the July 2017 JG report (Section 4.7, Earthquakes and Seismicity), JG discussed faulting near Jackson, Wyoming. SA recommends the Town of Jackson recommend JG review Zellman (2019) and indicate whether any changes are deemed appropriate to Section 4.7 of the July 2017 JG report.

7. On page 14 of the July 2017 JG report (Section 4.7, Earthquakes and Seismicity), JG states "The current peak horizontal acceleration (PGA) with 10% probability of exceedance in 50-years, equivalent to a return period of 500 years, is approximately 0.20g, according to the USGS National Seismic Hazard Maps (2008). This has been applied in this report for pseudo-static seismic slope stability analysis (see Section 5.1.4)."

   SA recommends the Town of Jackson recommend JG substantiate the applicability of a 500 year return period to the Town of Jackson, Wyoming.

Closure

Comments and recommendations in this review are based on data presented in the referenced Consultant's report(s). SA accordingly provides no warranty the data in the Consultant's report(s) or any other referenced reports are correct or accurate. SA has not performed an independent site evaluation. Comments and recommendations presented herein are provided to aid the Town of Jackson in reducing risks from geologic hazards and to protect public health, safety, and welfare. There is no other warranty, either express or implied.

All services performed by SA for this review were provided for the exclusive use and benefit of the Town of Jackson; no other person or entity may, or is entitled to use or rely upon, any of the information or reports generated by SA as a result of this review. SA would be pleased to meet with the Town of Jackson and/or the Consultant, at a mutually convenient time, to discuss any of the issues presented herein.

In the meantime, should you have any questions, please feel free to contact the undersigned. The opportunity to be of service to the Town of Jackson is appreciated.

Very truly yours,

SA

PROFESSIONAL GEOLOGIST
DAVID B. SIMON
PG-2469
WYOMING
4/28/20

David B. Simon, P.G.
Principal Geologist
DBS/AOT

Dist: 1/Brian Lenz, Town of Jackson
1/Tyler Valentine, Town of Jackson
1/Alan Taylor, TG

References Cited

Geologists of Jackson Hole, 2014a, Geologic Report on the slide near Budge Drive, Jackson, Wyoming, to the Jackson Town Council, by the Geologists of Jackson Hole, dated May 29, 2014, 28 p.

Geologists of Jackson Hole, 2014b, Description of the Five Cores Drilled, in the Vicinity of Budge Drive, Jackson, Wyoming, in April and May 2014, An addendum to the Geologic Report on the Slide near Budge Drive, Jackson, Wyoming to the Jackson Town Council by the Geologists of Jackson Hole (Geologists of Jackson Hole, 2014a).

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TAYLOR GEOTECHNICAL

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April 28, 2020

Mr. Brian Lenz
The Town of Jackson Engineer
P.O. Box 1687
Jackson, Wyoming 83001

Subject: **Geotechnical Review**
Crystal Valley Addition, Lot 1
984 Budge Drive
The Town of Jackson, Wyoming
TG Project No. 20035

Subject Documents: Jorgensen Geotechnical, LLC, Preliminary Slope Stability Analysis, 984 Budge Drive, Jackson, Wyoming, prepared for Mr. Dennis Callaghan, Callaghan Partners, 45 River Avenue, Monmouth Beach, NJ 07750, dated March 10, 2017.

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Jorgensen Geotechnical, LLC, Report - Subsurface Exploration and Slope Stability Analysis, 984 Budge Drive, Jackson, Wyoming, prepared for Mr. Dennis Callaghan, Callaghan Partners, 45 River Avenue, Monmouth Beach, NJ 07750, dated July 2017 (sealed July 14, 2017).

Jorgensen Associates, Inc., Development Plan for The Bluffs 984 Budge Drive, Lot 1, Crystal Valley Addition, Jorgensen Project No. 16092, prepared for Bluffs Development Group, LLC, P.O. Box 551, Jackson, Wyoming 83001, submittal date January 16, 2020, updated February 6, 2020.

Review Status: **GEOTECHNICAL SUBMITTAL INCOMPLETE**

Dear Mr. Lenz:

At your request, Taylor Geotechnical (TG) reviewed the above referenced documents prepared by Jorgensen Geotechnical, LLC (JG). The purpose of TG's review is to evaluate whether the subject documents adequately addressed geotechnical engineering parameters at the site, in regards to slope stability, recommendations for support of foundations, and drainage, consistent with concerns for public health, safety, and welfare.

Based on our review of development plans (Jorgensen, 2020), we understand the proposed development of the 1.47± acre parcel will consist of:

1. Removal of all existing structures on the property which consists of an apartment structure, cabin, and one mobile home unit, and;

2. Subdividing the existing parcel into 5 single-family residential lots.

JG's March 10, 2017, document was a preliminary slope stability analysis and superseded by the July 2017, JG document.

JG's April 23, 2017 included engineering analysis and recommendations for the design and construction of foundation and drainage elements for the entire building pad.

JG's scope of work for the July 2017, JG investigation was "… limited to a due diligence-level study and evaluation, limited to concerns of slope instability." JG's scope of work for the July 2017, JG investigation included:

1. Subsurface exploration consisting of drilling five (5) exploratory boring, ranging from 31.5 to 121.5 feet below the existing ground source. According to the July 2017 JA report, "The purposes of the fieldwork were to observe soil and groundwater conditions, specifically to explore for layers of weak fine-grained soils associated with instability at the WBL [West Broadway Landslide]," (page 1, Introduction).

2. Installation of a single vibrating wire piezometer (VWP) in the boring drilled to a depth of 121.5 feet to monitor changes in groundwater levels before construction.

3. Documentation during drilling by a JG engineer of soil type, thickness, consistency, and relative moisture content of soil stratum observed in the borings.

4. Laboratory testing of samples obtained from the borings for soil classification and to estimate engineering parameters.

5. Engineering analyses and preparation of the July 2017 JA report.

TG's scope-of-work included a review of pertinent geologic/geotechnical engineering reports and maps (Love and Albee, 1972; Womack, 2008; Jorgensen 2017; Jorgensen, 2018; Geologists of Jackson Hole, 2014a; 2014b), aerial photographs, and lidar imagery (provided by the Town of Jackson). TG did not visit the property to observe general site conditions.

Simon Associates, LLC, (SA), was requested by the Town of Jackson to evaluate whether the July 2017 JA report adequately addressed geologic conditions at the site, consistent with concerns for public health, safety, and welfare. SA geologic comments are forthcoming.

CONCLUSIONS

Based substantially in and on the reliance of the technical documentation and assurances provided by JG and JA, including their opinions and conclusions, TG concludes :

1. The March 10, 2017, JG document was preliminary and consequently was not applicable to final engineering design of the project. No further action is required on that document.

2. The April 23, 2017, JG document adequately addressed geotechnical engineering parameters at the site in regards to recommendations for support of foundations and drainage. No further action is required on that document.

3. The July 2017, JG report did not adequately address geotechnical engineering parameters at the property in regards to slope stability.

4. The February 6, 2020, JA document provided an overview of March 10, 2017, April 23, 2017 and July 2017, 2017 documents in regards to the proposed development plan. No further action is required on that document.

RECOMMENDATIONS

Based on TG's scope of work and the technical documentation provided by JG, TG recommends the Town of Jackson not consider the July 2017 JG report complete from a geotechnical engineering perspective until the following comments are adequately addressed.

1. JG states on page 14 of the July 2017 JG report (Section 4.7 Earthquakes and Seismicity), "The site is in an area of moderate seismic activity and ground shaking is expected to increase the risk of slope instability. The current peak horizontal acceleration (PGA) with a 10% probability of exceedance in 50-years, equivalent to a return period of 500 years, is approximately 0.20g, according to the USGS National Seismic Hazard Maps (2008). This has been applied in this report for pseudo-static seismic slope stability analysis (see Section 5.1.4).

   TG recommends the Town of Jackson require JG complete a pseudo-static slope stability analysis using a seismic coefficient based on the factored PGA corresponding to a 2% probability of exceedance in 50 years in accordance with the 2018 International Building Code (IBC) and in accordance with the American Society of Civil Engineers (ASCE) ASCE 7-16 (ASCE, 2017). It is noteworthy the PGA with a 10% probability of exceedance in 50-years is not representative of the Jackson, Wyoming area.

2. Table 5-1, Modeled Soil Parameters, on page 16 of the July 2017 JG report (Section 5.1.2 Materials), summarizes soil parameters JG used in the slope stability analyses. TG recommends the Town of Jackson request JG provide:

   a) Atterberg limits, clay fraction, and the graphical relationship from Stark and Eid (1994) used to determine shear strength parameters (i.e., friction angles). .

b) The JG lab test data for determining shear strength parameters. One JG laboratory triaxial test result was provided, but was not included in Table 5-1.

c) The SPT blow counts, experience and correlations with local soil conditions for determining shear strength parameters.

3. TG recommends the Town of Jackson request the input and output files for the JG global stability analyses.

CLOSURE

Comments and recommendations in this review are based on data presented in the subject document(s). TG accordingly provides no warranty that the data in the subject document(s) is correct or accurate, and has not performed an independent site evaluation. Comments and recommendations presented herein are provided to aid the Town of Jackson in reducing risks from geotechnical engineering hazards and to protect public health and safety. There is no other warranty, either express or implied.

This review does not forego other geotechnical engineering items that may come to the attention of TG after the geologic review is complete.

All services performed by TG for this review were provided for the exclusive use and benefit of the Town of Jackson. No other person or entity is entitled to use or rely upon any of the information or reports generated by TG as a result of this review. TG would be pleased to meet with the Town of Jackson and/or the Consultant, at a mutually convenient time, to discuss any of the issues presented herein. In the meantime, should you have any questions, please feel free to contact the undersigned. The opportunity to be of service to the Town of Jackson is appreciated.

Respectfully submitted,
Taylor Geotechnical



Alanson O. Taylor, P.E.
Principal

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May 22, 2020

Brian Lenz, P.E.
Town of Jackson Engineer
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Jackson, WY 83001

RE: RESPONSE TO GEOTECHNICAL ENGINEERING REVIEW, BLUFFS PROJECT: 984 BUDGE DRIVE, JACKSON, WY

Dear Brian,

We have received the Geotechnical Review (prepared by Taylor Geotechnical) of the Subsurface Exploration and Slope Stability Analysis Report issued by this office on July 14, 2017, herein referred to as the "2017 Report." This letter serves to address the items presented in the Geotechnical Review only. Items from the Geologic review prepared by Simon Associates are being addressed in a separate letter.

Items from the review have been reprinted below, with Jorgensen's responses following each:

1. *TG recommends the Town of Jackson require JG complete a pseudo-static slope stability analysis using a seismic coefficient based on the factored PGA corresponding to a 2% probability of exceedance in 50 years in accordance with the 2018 International Building Code (IBC) and in accordance with the American Society of Civil Engineers (ASCE) ASCE 7-16 (ASCE, 2017). It is noteworthy the PGA with a 10% probability of exceedance in 50-years is not representative of the Jackson, Wyoming area.*

   In our opinion, the peak ground acceleration (PGA) corresponding to a 2% probability of exceedance in 50 years is overly conservative as it does not take into account the time-dependent element of risk, where risk decreases as the time of exposure decreases. The IBC and ASCE 7-16 do not explicitly require a particular PGA for slope evaluation, rather TG is referring to an interpretation of the code. It is our experience that design of residential structures for catastrophic events, such as flooding, typically follows risk levels equating to events with a higher probability to occur in the lifetime of the structure. In other words, slopes are evaluated for smaller earthquake events that are more likely to happen. (Note: the term "smaller" is relative. Earthquake events with a 500 year return period are not insignificant and may themselves cause significant damage).

   We acknowledge the Teton Fault is estimated to have a return period for a large magnitude earthquake that is greater than 500 years. However, it is not the only seismic source that impacts probabilistic ground motion maps developed by the United States Geological Survey. Seismic source zones in the Gros Ventre mountain range and the Yellowstone hotspot are also capable of generating significant, albeit "smaller", earthquakes with shorter return periods.

   Our office uses the PGA corresponding to a 10% probability of exceedance in 50 years as a means of evaluating events that are much more likely to occur within the life of the structure. This has been the standard approach by this office in Jackson for over 25 years. For example, our engineering team also provided slope stability analysis for the West View Townhomes project where construction is currently

underway, less than 600 feet from the subject property. Seismic slope stability was assessed using a seismic coefficient based on the PGA with a 10% probability of exceedance in 50 years, which is the same as we have used in the 2017 Report for 984 Budge Drive. This standard was acceptable to the Town of Jackson in 2016.

2. *TG recommends JG provide the following items in order to clarify the values used in Table 5-1 Modeled Soil Parameters*
    a. *Atterberg Limits, clay fraction, and the graphical relationship from Stark and Eid (1994) used to determine shear strength parameters (i.e., friction angles).*

The requested lab data (i.e., Atterberg limits and clay fractions) are included in Appendix C of the 2017 Report. The Stark and Eid (1994) paper has been attached at the end of this letter for your reference. Figure 4 on page 8 of the document (page 863 at the bottom of the page) was used to determine residual soil strength parameters for several of the soil material models in Table 5-1.

    b. *The JG lab tests data for determining shear strength parameters. One JG laboratory triaxial test result was provided, but was not included in Table 5-1.*

The material model for the Younger Lake Beds was determined by direct lab testing as noted in footnote 2 of Table 5-1. Direct shear testing had been performed for this soil unit (samples JG-3 U1 and JG-5 U1) resulting in soil friction values of 38.3° and 37.5° as described in Section 4.4.1. We conservatively elected to use the lower of the two results with zero cohesion. In review of the report, it was discovered we had mistakenly left the direct shear testing results out of Appendix C. These have been attached to this response for your review and consideration.

The remaining shear test results are very high and were not used to estimate the stability of the slope. Due to observed slickensides (which may represent shearing or may represent shrink/swell of plastic clays), we considered it appropriate to use residual soil strength parameters to account for any historic soil strength reduction. These were determined using the techniques suggested by Stark and Eid (1994).

    c. *The SPT blow counts, experience and correlation with local soils conditions for determining shear strength parameters.*

All recorded field SPT blow counts and corrected $(N_1)_{60}$ blow counts are presented on the borehole logs in Appendix A of the 2017 Report. The results of the SPTs were evaluated to estimate soil consistency and estimate soil strength. The presence of stones in the soil can skew results of strength correlations utilizing SPT values and it is our practice to apply engineering judgement to adjust for actual conditions. Our approach has been to evaluate SPT values in light of other observations of soil moisture, consistency, structure, and origin. We then cross-reference a Pit Slope Manual (1982*), which includes tables of soil strength for a variety of soil types and origins. We only have this reference in book form, but we could provide it if requested. Our experience with local soils comes from training and engineering practice under the direction of senior staff with over 25 years of experience working in Jackson and the Intermountain Region.

*Pit Slope Manual, 1982, Chapter 9, Waste Embankments: Mining Research Laboratories, CANMET Report 77-01

3. *TG recommends the Town of Jackson request the input and output files for the JG global stability analyses.*

Reports showing input parameters and output results for the four slope analyses (i.e., A-A' static, A-A' seismic, B-B' static, and B-B' seismic) presented in the 2017 Report have been prepared and are attached to this letter. Data provided in the reports include the slip surface type, material properties, piezometric

surface data, surcharge load information, seismic coefficients, and the information regarding the critical slip surface.

We have now addressed all outstanding items in the TG Geotechnical Engineering review of our 2017 Report. The 2017 Report is complete and consistent with all applicable standards and regulations. If you have any questions or comments, please do not hesitate to contact us.

Sincerely,

JORGENSEN GEOTECHNICAL, LLC



Colter H. Lane, P.E.
Geotechnical Engineering Manager

DRAINED RESIDUAL STRENGTH OF COHESIVE SOILS

By Timothy D. Stark,[1] Associate Member, ASCE,
and Hisham T. Eid,[2] Student Member, ASCE

ABSTRACT: Results of torsional ring shear tests on cohesive soils reveal that the drained residual strength is related to the type of clay mineral and quantity of clay-size particles. The liquid limit is used as an indicator of clay mineralogy, and the clay-size fraction indicates quantity of particles smaller than 0.002 mm. Therefore, increasing the liquid limit and clay-size fraction decreases the drained residual strength. The ring shear tests also reveal that the drained residual failure envelope is nonlinear, and the nonlinearity is significant for cohesive soils with a clay-size fraction greater than 50% and a liquid limit between 60% and 220%. This nonlinearity should be incorporated into stability analyses. An empirical correlation for residual friction angle is described that is a function of liquid limit, clay-size fraction, and effective normal stress. Previous residual strength correlations are based on only one soil index property and provide a residual friction angle that is independent of effective normal stress. For slope stability analyses, it is recommended that the residual strength be modeled using the entire nonlinear residual strength envelope or a residual friction angle that corresponds to the average effective normal stress on the slip surface.

INTRODUCTION

The drained residual shear strength of cohesive soils is a crucial parameter in evaluating the stability of preexisting slip surfaces in new and existing slopes and the design of remedial measures. At present, the reversal direct shear test is widely used to measure the drained residual strength of clays and clayshales even though it has several limitations. The primary limitation is that the soil is sheared forward and then backward until a minimum shear resistance is measured. Each reversal of the shear box results in a horizontal displacement that is usually less than 0.5 cm. As a result, the specimen is not subjected to continuous shear deformation in one direction, and thus a full orientation of the clay particles parallel to the direction of shear may not be obtained.

The main advantage of the torsional ring shear apparatus is that it shears the specimen continuously in one direction for any magnitude of displacement. This allows clay particles to be oriented parallel to the direction of shear and a residual strength condition to develop. Other advantages of the ring shear apparatus include a constant cross-sectional area of the shear surface during shear, minimal laboratory supervision during shear, and the possible use of data acquisition techniques.

The results of torsional ring shear tests on 32 clays and shales revealed that the drained residual failure envelope is nonlinear. The 32 clays and clayshales are listed in Table 1 by increasing liquid limit. This stress-dependent behavior of the drained residual failure envelope has also been observed by a number of other researchers, including Kenney (1967), Lupini

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Note. Discussion open until October 1, 1994. To extend the closing date one month, a written request must be filed with the ASCE Manager of Journals. The manuscript for this paper was submitted for review and possible publication on November 13, 1990. This paper is part of the *Journal of Geotechnical Engineering*, Vol. 120, No. 5, May, 1994. OASCE, ISSN 0733-9410/94/0005-0856/$2.00 + $.25 per page. Paper No. 909.

TABLE 1. Clay and Shale Samples Used in Ring Shear Tests

Soil number (1)	Clay and shale samples (2)	Clay and shale locations (3)	Initial water content (%) (4)	Specific unit weight (kN/m³) (5)	Liquid limit (6)	Plastic limit (7)	Clay-size fraction (%) (8)	Activity (PIICF) (9)
1	Glacial Till	Urbana, Ill.	8.4	16.1	24	16	18	0.44
2	Loess	Vicksburg, Miss.	14.0	16.5	28	18	10	1.00
3	Bootlegger Cove clay	Anchorage, Alaska	34.8	18.6	35	18	44	0.39
4	Duck Creek shale'	Fulton, Ill.	5.3	24.0	37	25	19	0.63
5	Chinle (red) shale[a]	Holbrook, Ariz.	10.9	22.7	39	20	43	0.44
6	Colorado shalc'	Montana, Mont.	5.6	21.2	46	25	73	0.29
7	Panoche mudstone	San Francisco, Calif.	14.2	19.6	47	27	41	0.49
8	Four Fathom shale[a]	Durham. England	3.3	25.1	50	24	33	0.79
9	Mancos shale	Price, Utah	4.9	24.5	52	20	63	0.51
10	Panoche shalc	San Francisco, Calif.	12.0	20.2	53	29	50	0.48
11	Comanche shalc"	Proctor Dam, Tcx.	11.5	23.1	62	32	68	0.44
12	Bearpaw shale.'	Billings, Mont.	15.7	21.8	68	24	51	0.86
13	Slide debris	San Francisco, Calit.	18.1	19.6	69	22	56	0.84
14	Bay mud	San Francisco, Calif.	73.0	15.0	76	41	16	2.19
15	Patapsco shalc'	Washington, D.C.	21.6	20.7	77	25	59	0.88
16	Pierre shale.'	Limon, Colo.	24.3	20.1	82	30	42	1.24
17	Santiago claystone	San Diego, Calif.	20.7	19.6	89	44	57	0.79
18	Lower Pepper shale	Waco Dam, Tex.	21.0	20.3	94	26	77	0.88
19	Altamira bentonitic tuff	Portuguese Bend, Calif.	62.0	17.5	98	37	68	0.90
20	Brown London clay	Bradwell, England	33.0	18.9	101	35	66	1.00
21	Cucaracha shale'	Panama Canal	18.4	20.7	111	42	63	1.10
22	Otay bentonitic shalc	San Diego, Calif.	27.0	17.6	112	53	73	0.81
23	Denver shale.'	Denver, Colo.	30.5	18.7	121	37	67	1.25
24	Bearpaw shalc[a]	Saskatchewan. Canada	27.3	19.0	128	27	43	2.35
25	Oahe firm shalc	Oahe Dam, S.Dak.	27.6	20.1	138	41	78	1.24
26	Claggett shalc"	Benton, Mont.	11.7	22.7	157	31	71	1.78
27	Taylor shale[a]	San Antonio. Tcx.	35.2	18.0	170	39	72	1.82
28	Pierre shalc[a]	Reliance, S.Dak.	42.8	17.7	184	55	84	1.54
29	Oahe bentonitic shalc	Oahe Dam, S.Dak.	35.4	18.9	192	47	65	2.23
30	Panochc clay gouge	San Francisco, Calif.	34.8	21.8	219	56	72	2.26
31	Lea l'ark bentonitic shalc	Saskntchcwan. Canada	36.0	17.3	253	48	65	3.15
32	Bearpaw shalc[a]	Ft. Peck Dam, Mont.	15.8	21.8	288	44	88	2.77

[a]Index properties from Mesri and Cepeda-Diaz (1086).

et al. (1981), Bromhead and Curtis (1983), Hawkins and Privett (1984; 1985), Lambe (1985), Skempton (1985), Anayi et al. (1988; 1989), and Maksimovic (1989). Therefore, a disadvantage of existing drained residual strength correlations is that a single value of drained residual friction angle does not accurately model the nonlinear residual failure envelope. The main objectives of this study were to gain an understanding of the nonlinearity of the drained residual failure envelope, investigate the importance of the nonlinearity in stability analyses, and develop a new correlation that describes the nonlinear residual failure envelope.

SOIL DESCRIPTION AND TEST PROCEDURE

A modified Bromhead ring shear apparatus (Stark and Eid 1993) was used for testing the 32 clays and clayshales. The original ring shear apparatus is described by Bromhead (1979). The ring shear specimen is annular with an inside diameter of 7 cm and an outside diameter of 10 cm. Drainage is provided by annular bronze porous stones secured to the bottom of the specimen container and to the loading platen. The specimen is confined radially by the specimen container. which is 0.5 cm deep.

The specimen preparation procedure for the ring shear apparatus was adapted from that used by Mesri and Cepeda-Diaz (1986) for the direct shear apparatus. Remolded shale specimens are obtained by air drying a representative sample of each shale. The air-dried shale is ball-milled until all of the representative sample passes the U.S. Standard sieve #200. Remolded silt and clay specimens (soil numbers 1, 2, 3, 13, and 14 in Table 1) are obtained by air drying a representative sample, crushing it with a mortar and pestle, and processing it through the #40 sieve. Ball-milling is not used for these specimens, because it would change the texture and gradation of the soil. In both cases, distilled water is added to the processed soil until a liquidity index of about 1.5 is obtained. The sample is then allowed to rehydrate for at least one week in a moist room. A spatula is used to place the remolded soil paste into the annular specimen container. The top of the specimen is planed flush with the top of the specimen container using a 15.2-cm-long surgical razor blade. It should be noted that the liquid limit, plastic limit, and clay size fraction of the specimens were measured using the ball-milled or sieved soil samples.

The modified Bromhead ring shear apparatus allows a remolded specimen to be overconsolidated and precut, which simulates the field conditions that lead to the development of a residual strength condition in overconsolidatcd clays and clayshales. A consolidation stress of 700 kPa was chosen to represent the maximum effective stress that could be encountered in slope and embankment field case histories. The specimens were sheared at effective normal stresses between 50 and 700 kPa or an overconsolidation ratio of 14 to 1, respectively.

The specimen is precut prior to shear by exposing the top of the specimen after consolidation at 700 kPa. The specimen is exposed by lowering the outer ring and inner core that surround the annular specimen. The inner core of the annular specimen container is lowered by threading it out of the bottom of the specimen container such that the top of the core is approximately 0.05 cm below the top surface of the specimen. The specimen container is then placed on a horizontal surface and the outer ring is pushed down until it becomes flush with the horizontal surface and center core. The lowering of the center core and outer ring exposes approximately 0.05 cm of the annular specimen above the top of the container.

A shear surface is created in the overconsolidated soil by slowly rotating the top platen in the direction of shear. This also allows the top platen and porous stone to be separated from the specimen container. A 15.2-cm-long surgical razor blade is used to precut the exposed specimen. The razor blade is placed on the upper surface of the specimen container and moved in the direction of shear until a smooth and polished surface is obtained. Therefore, the precut specimen is flush with the top surface of the specimen container prior to shearing. When the top platen separated from the specimen container, a layer of soil 0.01–0.03 cm thick remains attached to the knurled porous stone. This soil was previously presheared and usually exhibit:; a smooth surface.

After precutting, the top platen and specimen container are reassembled and loaded to an effective normal stress of 50 or 60 kPa. All ring shear specimens were sheared at a drained displacement rate of 0.018 mm/min. This displacement rate is based on values of coefficient of consolidation evaluated from oedometer tests and during consolidation of the ring shear specimen to 700 kPa. The procedure described by Gibson and Henkel (1954) and a degree of consolidation of 99.5% were used to estimate the drained displacement rate for the high plasticity shales. Faster displacement rates could have been used for some of the clays and silts. However, to avoid any possible rate effects, a displacement rate of 0.018 mm/min was used for all 32 specimens. After a drained residual strength condition is established at approximately 50 kPa, shearing is stopped and the normal stress is doubled. After consolidation at 100 kPa, the specimen is sheared again until a drained residual strength condition is obtained. This procedure is repeated for a number of effective normal stresses and is called a multistage test.

Fig. 1 presents shear stress-horizontal displacement relationships from a multistage ring shear test on the Altamira bentonitic tuff obtained from the Portuguese Bend landslide near Los Angeles, Calif. The bentonitic tuff sample was obtained from the slip surface at the toe of the landslide approximately 150 m east of Inspiration Point. The remolded tuff sample classifies as a clay of high plasticity, CH, according to the Unified Soil Classification System. The liquid limit, plasticity index, and clay-size fraction of the remolded bentonitic tuff sample are 98, 61. and 68%, respectively. It can be seen from Fig. 1 that during the first stage of shearing at an effective normal stress $(\sigma',)$ of 60 kPa the specimen exhibited a small peak strength. The peak strength of approximately 20 kPa was mobilized at a horizontal displacement of about 0.02 cm. The residual strength of approximately 15 kPa was reached at a horizontal displacement of approximately 2.0 cm. The small peak strength observed for an overconsolidation ratio of 12 is caused by the effectiveness of the precutting process in forming a shear surface. Since the maximum effective normal stress on the slip surface at Portuguese Bend is approximately 640 kPa, the last stage of the multistage test had to be conducted at a normal stress greater than 480 kPa. Doubling the normal stress from 480 kPa would require a normal stress of 960 kPa. However, it was decided to use only 850 kPa because it significantly exceeds the maximum effective normal stress on the slip surface of 640 kPa.

It can also be seen from Fig. 1 that the specimen underwent a vertical displacement of approximately 0.008 cm (i.e., 1.6% of the initial height) during the first stage of shear. This small vertical displacement is due to the specimen having an overconsolidation ratio of 12 and the precutting process reducing the horizontal displacement required to achieve a residual strength condition. For comparison purposes, a normally consolidated. intact. re-

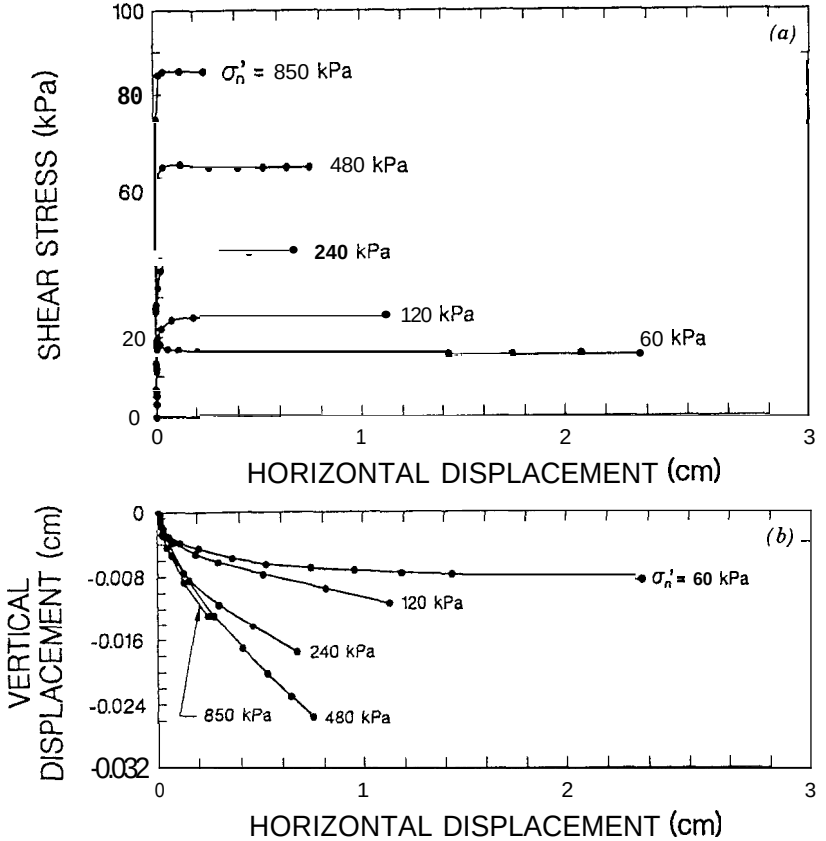


FIG. 1. Drained Multistage Ring Shear Test on Altarnira Bentonitic Tuff

molded specimen required 9.9 cm of horizontal displacement and underwent 0.043 cm of vertical displacement before achieving a residual strength condition. The second stage of this ring shear test was conducted at an effective normal stress of 120 kPa and is also shown in Fig. 1. Since a residual strength condition was reached during the first stage of the test, the specimen did not exhibit a peak strength. In addition, only approximately 1.2 cm of horizontal displacement was required to obtain a residual strength of about 26 kPa. A similar behavior was observed during the remaining three phases of the multistage test.

NONLINEARITY OF DRAINED RESIDUAL STRENGTH ENVELOPE

Ring shear tests on 32 clays and clayshales (Table 1) were used to establish the effect of clay mineralogy on the drained residual failure envelope. Fig. 2 presents the drained residual failure envelopes for seven of the clays and clayshales tested during this study. It can be seen that the magnitude of the drained residual strength decreases with increasing liquid limit. It also appears that the drained residual strength decreases with increasing activity. The activity *(A,)* is defined as the plasticity index divided by the clay-size

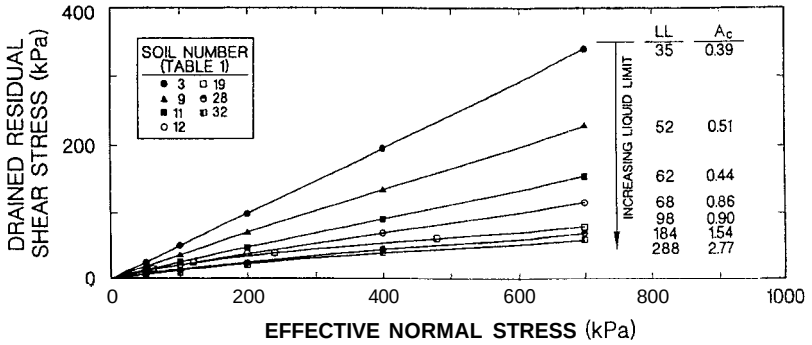


FIG. 2. Effect of Clay Mineralogy on Drained Residual Failure Envelopes

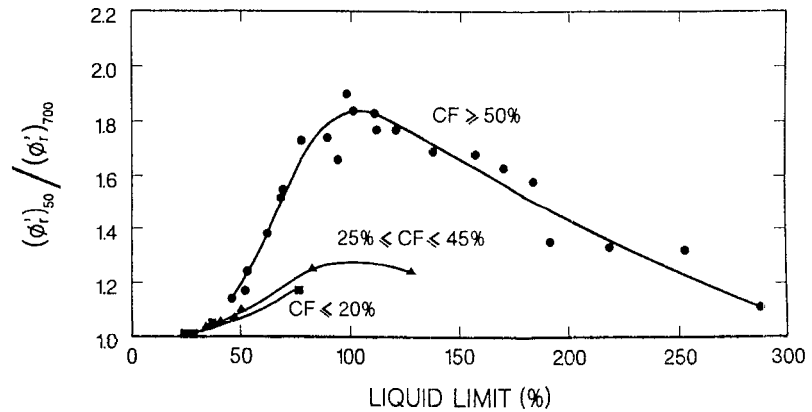


FIG. 3. Reduction in Secant Residual Friction Angle from Effective Normal Stresses of 50 kPa to 700 kPa

fraction. Both the liquid limit and activity provide an indication of clay mineralogy, and thus particle size and shape. In general, the plasticity increases as the platyness of the clay particles increases. Increasing the platyness of the particles results in a greater tendency for face-to-face interaction, and thus a lower drained residual strength.

Fig. 2 also shows that the drained residual failure envelope can be nonlinear. This nonlinearity appears to be significant for cohesive soils with moderate to high liquid limit and activity. Fig. 3 presents the ratio of the secant residual friction angle at 50 kPa, $(\phi_r')_{50}$, and 700 kPa. $(\phi_r')_{700}$, for the 32 cohesive soils listed in Table 1. The secant residual friction angle corresponds to a linear failure envelope passing through the origin and the residual shear stress at a particular effective normal stress. It can be seen that the ratio of $(\phi_r')_{50}$ to $(\phi_r')_{700}$ is less than 1.3 for clay-size fractions (CF) less than 45%. For clay size fractions greater than 50%, the ratio of $(\phi_r')_{50}$ to $(\phi_r')_{700}$ reaches a maximum of 1.85 to 1.9 at a liquid limit of approximately 100 and decreases to about 1.1 at a liquid limit of 288. Therefore, it may be concluded that the nonlinearity of the residual failure envelope is significant, i.e., $(\phi_r')_{50}/(\phi_r')_{700}$ is greater than 1.3, for cohesive soils with a liquid limit between 60 and 220 and a clay-size fraction greater than 50%. In this

range of liquid limit and clay-size fraction, the residual friction angle undergoes a reduction of 25–45% for effective normal stresses increasing from 50 to 700 kPa.

The nonlinearity of the drained residual failure envelope can be explained in terms of particle size and platyness. For soils of low clay-size fraction (CF less than 45%), and soils with a liquid limit less than 60 and a clay-size fraction greater than 50%, the relatively rotund particles and/or stiff clay plates dominate the shear behavior. These particles are able to establish edge-to-face interaction even at the drained residual condition. Consequently, the initial contact area and the increase in contact area during shear are small under any range of effective normal stresses. This leads to an approximately linear drained residual failure envelope. A linear failure envelope also occurs in soils with high clay-size fraction (CF greater than 50%) and plasticity (LL greater than 220) but by a different mechanism. The highly flexible and platy particles of these soils establish face-to-face interaciion even under low effective normal stresses. Consequently, the initial contact area is large and the increase in contact area during shear is small under any range of effective normal stress. This also results in a linear failure envelope.

Soils with a clay-size fraction greater than 50% and a liquid limit between 60 and 220 initially have a combination of edge-to-face and face-to-face interaction. At low effective normal stresses edge-to-face interactions can exist and then shearing converts some edge-to-face interactions to face-to-face. This increases the contact area during shear and decreases the measured strength until a residual value is obtained. As the effective normal stress increases, initial edge-to-face interactions are compressed to form a face-to-face orientation and increases the contact area prior to shear. As a result, the contact area at the residual condition is substantially greater at high effective normal stresses than at low effective normal stresses for this group of soils. This difference in contact area results in a nonlinear residual failure envelope.

NEW DRAINED RESIDUAL STRENGTH CORRELATION

Fig. 4 presents a correlation of drained residual friction angle and soil index properties. at effective normal stress of 100, 400, and 700 kPa. It can be seen that there is a relationship between the secant residual friction angle and both liquid limit and clay-size fraction. The higher the liquid limit and clay-size fraction the lower the secant residual friction angle. The liquid limit appears to be a suitable indicator of clay mineralogy, and thus drained residual strength. However, clay-size fraction remains an important predictive parameter because it indicates the quantity of particles smaller than 0.002 mm. The proposed correlation differs from existing correlations because the drained residual friction angle is a function of liquid limit, clay-size fraction, and effective normal stress.

Fig. 4 also illustrates the nonlinearity of the drained residual failure envelope in terms of the decrease in secant residual friction angle with increasing effective normal stress. It confirms that the nonlinearity is significant for cohesive soils with a clay-size fraction greater than 50% and liquid limit between 60 and 220. For example, at a liquid limit of 100 and a clay-size fraction greater than 50% in Fig. 4, the secant residual friction angle decreases from 9.5" at an effective normal stress of 100 kPa to 6.2" (or 35%) at an effective normal stress of 700 kPa. For clay-size fractions less than

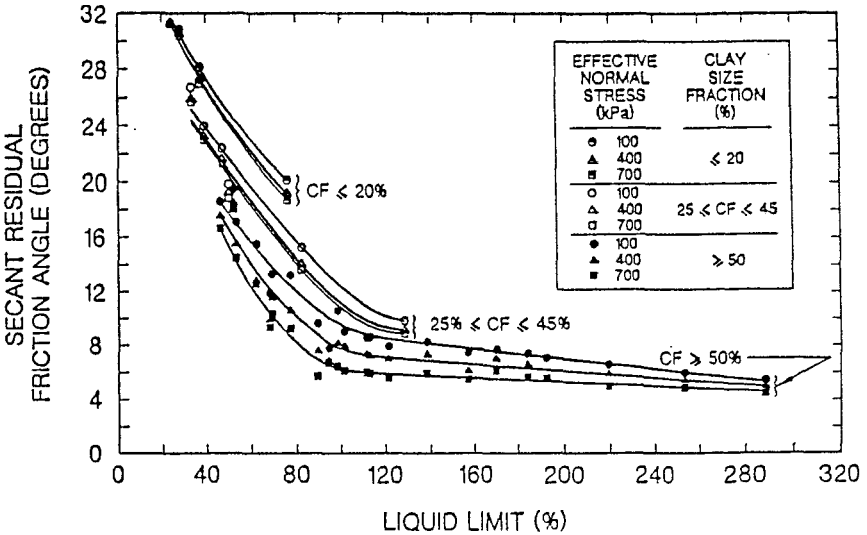


FIG. 4. Relationship between Drained Residual Friction Angle and Liquid Limit

45% and liquid limits less than 120, the reduction in secant residual friction angle from 100 to 700 kPa is less than 1–2° (Fig. 4).

The secant residual friction angle for a cohesive soil can be estimated for a particular effective normal stress using the liquid limit. clay-size fraction. and interpolation between the curves presented in Fig. 4. For stability analyses it is shown in a subsequent section that the average effective normal stress acting on the slip surface should be used to estimate the residual friction angle in Fig. 4. The effective normal stress can easily be estimated because the location of the critical slip surface is well defined by the preexisting shear surface. Fig. 4 can also be used to estimate the nonlinear residual failure envelope by plotting the shear stress corresponding to the drained residual friction angle at effective normal stresses of 100. 400. and 700 kPa. A smooth curve can be drawn through the three points and the origin to estimate the nonlinear failure envelope. For clay-size fractions between 20% and 25% and 45% and 50%, the residual friction angle can be estimated for a particular effective normal stress by interpolation between the clay-size fraction groups.

EFFECT OF NONLINEAR RESIDUAL FAILURE ENVELOPE ON STABILITY ANALYSES

It is clear from the previous section that the drained residual failure envelope for cohesive soils with a liquid limit less than 120 and a clay-size fraction less than 45% can be modeled using a straight line in stability analyses. However, cohesive soils with a clay-size fraction greater than 50% and a liquid limit between 60 and 220 exhibit a residual failure envelope that is nonlinear. The effect of this nonlinearity on stability analyses was investigated using a number of field case histories. Two of these case histories are described in the following.

The Portuguese Bend landslide is a reactivated part of a 5.2 km^2 landslide on the south flank of the Palos Verdes Peninsula. near Los Angeles, Calif.

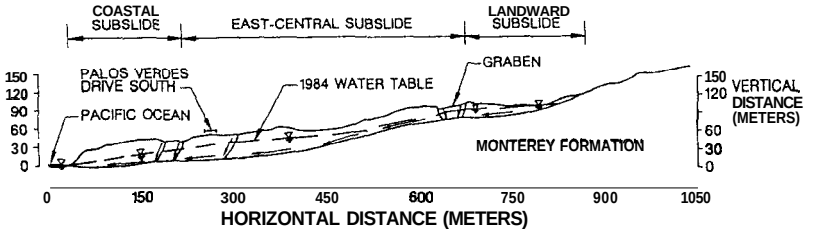


FIG. 5. Typical Cross Section through Portuguese Bend Landslide [after Ehlig (1987)]

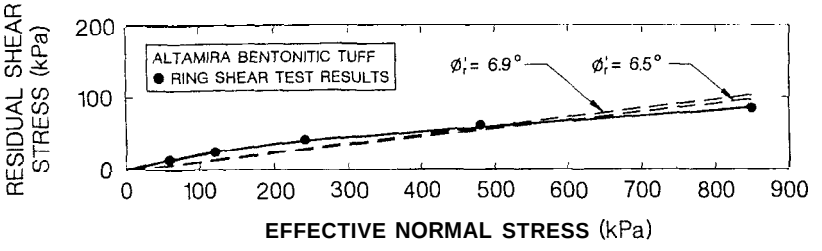


FIG. 6. Drained Residual Failure Envelope for Altamira Bentonitic Tuff

Recent movement of the landslide began in 1956 when 1.052 km^2 slid during a surge in subdivision development. However, the Portuguese Bend landslide has long been recognized as a large slowly moving landslide on the south slope of the Palos Verdes Hills (Woodring et al. 1946). Recent movement has continued from 1956 to 1976 at an average rate of 1 cm per day. From 1976 to 1986, the displacement rate increased to 2.5 cm per day, which is attributed to wave erosion removing slide material at the toe and an increase in ground-water levels. The slide movement appears to be controlled by the coastal subslides (Fig. 5), and field observations show that, if the coastal subslide moves, the remainder of the slide also moves (Ehlig 1992). It can be seen that the depth of the slip surface in the subslides ranges from 30 to 45 m, which corresponds to an effective normal stress of 300–640 kPa. The mean effective normal stress on the slip surface in the first subslide is estimated to be 500 kPa.

Sliding is occurring along thin bentonitic tuffaceous beds in the Altamira shale member of the middle Miocene Monterey Formation. The tuffaceous beds consist of bentonite that is predominantly calcium-montmorillonite. The liquid limit, plasticity index, and clay-size fraction of the remolded bentonitic tuff sample are 96, 61, and 68%, respectively. The slope has been moving since the initial Pleistocene landslide; as a result the shear strength of the bentonitic tuff in this area is probably at the residual value.

Fig. 6 shows the nonlinear residual failure envelope measured for the bentonitic tuff and two linear approximations of the failure envelope. A linear failure envelope passing through the origin and the test data in the effective normal stress range of 300–640 kPa yields a residual friction angle of approximately 6.5". Another linear failure envelope inclined at 6.9" corresponds to the secant residual friction angle estimated from Fig. 4 using the average effective normal stress of 500 kPa.

Table 2 presents the factors of safety calculated using the cross section

TABLE 2. Calculated Factors of Safety for Portuguese Bend Landslide

Effective cohesion (kPa) (1)	Effectivefriction angle (degrees) (2)	Factor of safety (3)
nonlinear	nonlinear	1.02
0	6.5	1.00
0	6.9	1.04

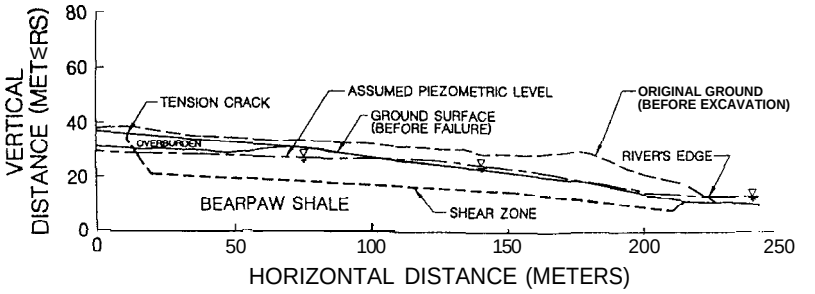


FIG. 7. Cross Section through Gardiner Dam Slide [after Jasper and Peters (1979)]

in Fig. 5, Spencer's (1967) stability method, and the three failure envelopes in Fig. 6. The nonlinear residual failure envelope was modeled using 19 data points in UTEXAS2 (Wright 1986). The average moist unit weight of the slide mass was measured to be 17.5 kNlm^3.

It can be seen that the three failure envelopes yield factors of safety that are in good agreement with field observations. Each envelope provides the stability analysis with the residual strength corresponding to typical values of effective normal stress acting on the slip surface. It can be seen in Fig. 6 that other envelopes could be drawn through the data points, many of which would not provide good agreement with field observations. In conclusion, test data and correlations must evaluate the residual strength over the appropriate range of effective normal stress. This can be accomplished by modeling the entire nonlinear envelope in a stability analysis or estimating the residual friction angle (from test data or Fig. 4) that corresponds to the average effective normal stress on the critical slip surface.

The second case history involves a landslide that occurred in an excavated slope near the tunnel inlet area at Gardiner Dam (Jasper and Peters 1979). Gardiner Dam is located on the South Saskatchewan River, in western Canada, and is underlain by the Bearpaw Formation. The Bearpaw Formation at this location consists of two sandstone units and an intervening clay shale unit, which contains bentonite or bentonitic zones. The shale is a highly overconsolidated marine clay deposited in late Cretaceous time (Jasper and Peters 1979; Peterson et al. 1960). The greenish-gray shale is noncalcareous with a liquid limit, plasticity index, and clay-size fraction of 128, 101, and 43%, respectively. The remolded shale classifies as a clayey-sand, SC, according to the Unified Soil Classification System. The shale contained preexisting shear surfaces that led to a number of slides during trench excavations and abutment slope trimming throughout construction of Gardiner Dam. As a result, major design modifications consisting of extensive upstream and downstream slope flattening (12 horizontal to 1 vertical instead of 8 horizontal to 1 vertical) and a 250-m downstream toe

berm with a slope of 85 horizontal to 1 vertical were required to compensate for the preexisting shear surfaces in the Bearpaw shale (Peck 1988). The average unit weight of the Bearpaw shale and overburden (Fig. 7) were measured to be 19.0 kN!m^3 and 18.7 kN/m^3, respectively (Ringheim 1964). Fig. 8 shows the slightly nonlinear drained residual failure envelope obtained from a multistage ring shear test on Bearpaw shale. The measured residual failure envelope (Fig. 8) for the Bearpaw shale at Gardiner Dam yielded a factor of safety of 1.01 for the cross section shown in Fig. 7. The slightly nonlinear failure envelope was modeled using 19 data points in UTEXAS2.

The average effective normal stress on the slip surface was estimated to be 95 kPa. Fig. 4, the liquid limit, clay-size fraction, and average effective normal stress on the slip surface of 95 kPa were used to estimate a residual friction angle of 9.8". The estimated residual friction angle of 9.8" yielded a factor of safety of 1.02. Fig. 8 provides a comparison of the measured and estimated residual failure envelopes for the Bearpaw shale. It can be seen that the estimated residual friction angle of 9.8" is in excellent agreement with the measured envelope at effective normal stresses less than 200 kPa. Therefore, the estimated residual friction angle is in excellent agreement with field observations because the average effective normal stress on the slip surface is 95 kPa. However, if the average effective normal stress on the base of the slip surface was higher, for example 400 kPa, the proposed correlation would have predicted a residual friction angle of 8.8°, which is in good agreement with the measured failure envelope near 400 kPa (Fig. 8). Therefore, the proposed correlation in Fig. 4 can provide an excellent estimate of the nonlinear residual failure envelope, and thus field observations, by using a residual friction angle that corresponds to the average effective normal stress on the critical slip surface.

COMPARISON OF EMPIRICAL CORRELATIONS FOR DRAINED RESIDUAL STRENGTH

To illustrate the importance of using both liquid limit and clay size fraction together in estimating the drained residual friction angle, the proposed and existing correlations are compared using the Gardiner Dam and Portuguese Bend field case histories. The trend line or average residual friction angle was used from the existing correlations except for Mesri and Cepeda-Diaz (1986) and Voight (1973), where the data point corresponding to Bearpaw shale from Gardiner Dam was used. Table 3 provides a comparison of the proposed and existing empirical correlations for drained residual strength. It can be seen from Table 3 that most of the previous residual strength correlations based on clay-size fraction overestimate the factor of safety for

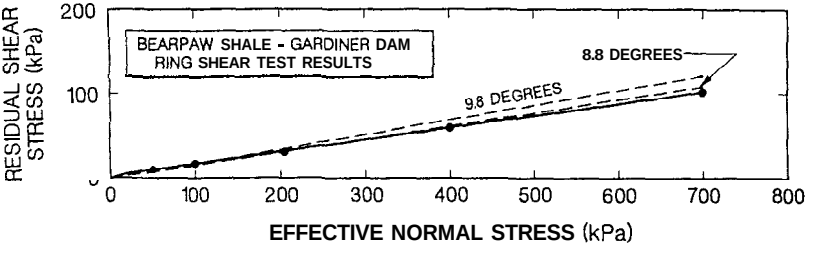


FIG. 8. Drained Residual Failure Envelope for Bearpaw Shale from Saskatchewan, Canada

TABLE 3. Comparison of Empirical Correlations for Drained Residual Strength Using Field Case Histories

Soil index property (1)	Reference (2)	Gardiner Dam (LL = 128; PI = 101; CF = 43) Residual friction angle (3)	Gardiner Dam (LL = 128; PI = 101; CF = 43) Factor of safety (4)	Portuguese Bend (LL = 98; PI = 61; CF = 68) Residual friction angle (5)	Portuguese Bend (LL = 98; PI = 61; CF = 68) Factor of safety (6)
Liquid limit and clay fraction	Current study	9.8	1.02	6.9	1.04
Clay fraction	Skernpton (1964)	18.0	1.91	12.3	1.67
	Borowicka (1965)	7.5	0.77	7.5	1.12
	Binnie et al. (1967)	15.2	1.61	11.5	1.58
	Blondeau and Josseaume (1976)	12.6	1.31	7.0	1.06
	Lupini et al. (1981)	13.4	1.41	4.9	0.81
	Skempton (1985)	—[a]	—[a]	11.1	1.53
	Collotta et al. (1989)	11.8	1.23	7.8	1.15
Plasticity index	Fleischer (1972)	9.1	0.94	9.1	1.30
	Voight (1973)	6.3	0.65	9.8	1.38
	Kanji (1974)	6.0	0.61	7.5	1.12
	Bucher (1975)	—[a]	—[a]	—[a]	—[a]
	Mitchell (1976)	10.9	1.13	11.6	1.59
	Seyček (1978)	7.8	0.81	9.6	1.36
	Vaughan et al. (1978)	—[a]	—[a]	—[a]	—[a]
	Lambe (1985)	—[a]	—[a]	—[a]	—[a]
	Clemente (1992)	11.6	1.21	11.6	1.59
Liquid limit	Haefeli (1951)	—[a]	—[a]	—[a]	—
	Mitchell (1976)	13.0	1.36	13.0	1.75
	Mesri and Cepeda (1986)	9.4	0.97	8.0	1.18

[a]Not applicable

the Gardiner Dam case history. The Bearpaw shale has a high liquid limit (128) but a relatively low clay-size fraction (43%). The high liquid limit results in a measured secant residual friction angle at an effective normal stress equal to 700 kPa of approximately 8.5° (Fig. 8). However, existing correlations based on clay-size fraction predict a residual friction angle of approximately 12°–18°. It was anticipated that existing correlations would not provide an accurate estimate of this residual friction angle, because of the high liquid limit (128) and low clay-size fraction (43%), of the Bearpaw shale. Typically a high liquid limit corresponds to a high clay-size fraction. However, this relation need not be general, as is illustrated by a number of the clays and clayshales tested during this study. It should be noted that the correlation proposed by Borowicka (1965) yielded a conservative estimate of the residual friction angle (7.5°) for the Bearpaw shale at Gardiner Dam. The correlation presented by Skempton (1985) is also based on clay-

size fraction but it is limited to soils with an activity between 0.5 and 0.9, and thus is not applicable to Bearpaw shale, which has an activity of 2.35.

Existing correlations based on clay-size fraction produced conflicting factors of safety for the Portuguese Bend case history (Table 3). Most of these correlations overestimated the Portuguese Bend factor of safety, while the correlation proposed by Lupini et al. (1981) underestimated the factor of safety. The correlation proposed by Blondeau and Josseaume (1976) provided the best agreement with Portuguese Bend field observations. In summary, existing correlations based on only clay-size fraction tend to overestimate the drained residual friction angle. It is imperative that drained residual strength correlations incorporate both liquid limit and clay-size fraction to provide an accurate estimate of clay mineralogy and the quantity of clay-size particles, respectively. In addition, neglecting the nonlinearity of the residual failure envelope, i.e., the average effective normal stress acting on the slip surface, probably aided the poor estimate of the factor of safety for the Portuguese Bend case history.

Existing correlations that utilize plasticity index or liquid limit also yielded conflicting factors of safety for the Gardiner Dam case history. Four of the correlations underestimated the residual friction angle, and thus the factor of safety, for the Gardiner Dam case history. However, Mitchell (1976) and Clemente (1992) overestimated the residual fraction angle, and Fleischer (1972) provided the best agreement with field observations. Mesri and Cepeda-Diaz (1986) data point for the Bearpaw shale at Gardiner Dam corresponds to a residual friction angle of 9.4" and a factor of safety equal to 0.97. All existing correlations based on plasticity index or liquid limit overestimated the residual friction angle, and thus the factor of safety, for the Portuguese Bend landslide. This is caused by the Altamira bentonitic tuff exhibiting a plasticity index of 61 and a clay-size fraction of 68.

In conclusion, the drained residual strength is controlled by the type of clay mineral and quantity of clay-size particles. The liquid limit and clay-size fraction in general provide an accurate estimate of the type of clay mineral and the quantity of clay-size particles, respectively. Therefore, existing correlations based on either clay-size fraction or clay plasticity do not provide a consistent estimate of the drained residual friction angle. In addition, the residual failure envelope can be approximated by a straight line for cohesive soils that have a clay size fraction less than 45%. For cohesive soils with clay size fraction greater than 50% and a liquid limit between 60 and 220, the nonlinearity of the drained residual failure envelope is significant. Existing drained residual strength correlations do not provide an estimate of this nonlinearity. Since the residual strength is usually small, small changes in the residual friction angle result in significant changes in the calculated factor of safety. Therefore, the stress-dependent nature of the residual strength is important in slope stability analyses. A new correlation is proposed to overcome the limitations of existing correlations and provide better agreement with field case histories.

CONCLUSIONS

The following conclusions are based on the results of torsional ring shear tests on 32 clays and clayshales.

1. The magnitude of the drained residual strength is controlled by the type of clay mineral and quantity of clay-size particles.

2. The liquid limit provides an indication of clay mineralogy and the clay-size fraction indicates the quantity of particles smaller than 0.002 mm. Therefore, both the liquid limit and clay-size fraction should be used to estimate the drained residual friction angle.

3. The drained residual strength failure envelope is nonlinear. The nonlinearity is significant for cohesive soils with a clay size fraction greater than 50% and a liquid limit between 60 and 220. This nonlinearity should be incorporated into stability analyses.

4. A new drained residual strength correlation is described that is a function of the liquid limit, clay-size fraction, and effective normal stress. The correlation can be used to estimate the entire nonlinear residual failure envelope or a secant residual friction angle that corresponds to the average effective normal stress on the slip surface.

5. It is recommended that the nonlinear residual failure envelope or a secant residual friction angle corresponding to the average effective normal stress on the slip surface be used in a stability analysis to model the effective stress dependent behavior of the residual strength.

ACKNOWLEDGMENTS

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View publication stats

Direct Shear of Soils Under Consolidated Drained Conditions, ASTM D3080

Date: June 1, 2017

Project: 15-3404L
Jorgensen 16092
984 Budge Drive
Jackson, Wyoming

Client: Mr. Harrison Carter
Jorgensen Associates, PC
PO Box 9550, 1315 HWY 89 S., Suite 201
Jackson, Wyoming 83002

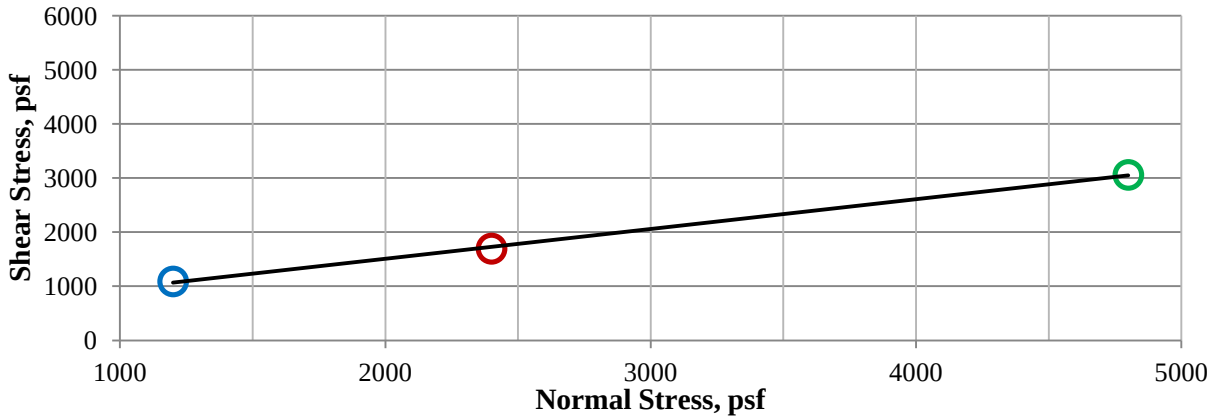
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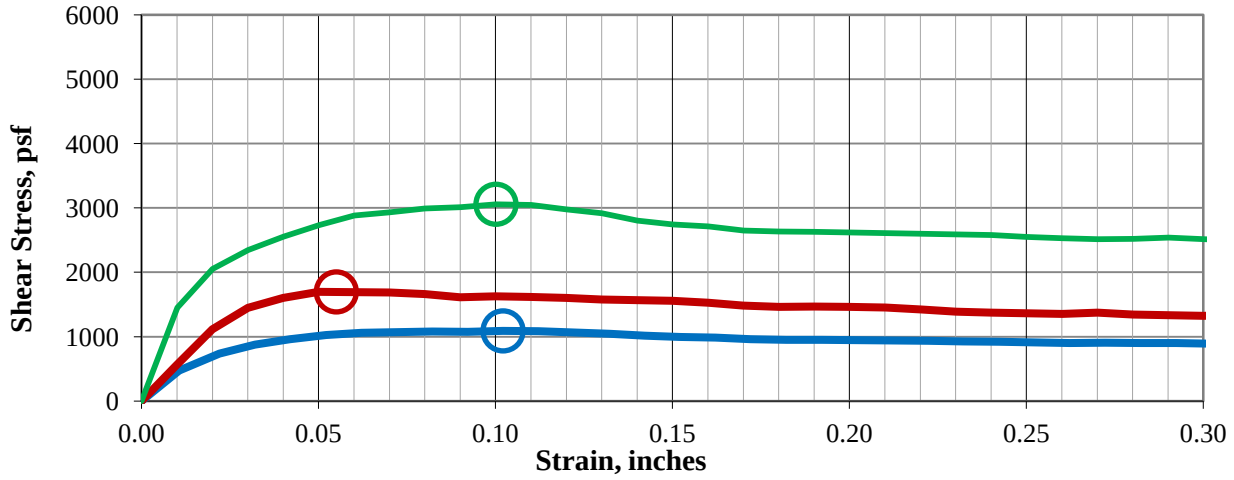
Boring: JG-1 U1 **Depth:** 40 - 42 ' **Density:** 119.8 moist pcf

Description: Lean Clay (CL), medium plasticity, trace Sand, brown, moist to saturated, stiff

Normal Stress, psf	Initial Moisture,%	Final Moisture,%	Consol + Collapse,%	Final Wet Density, pcf	Final Dry Density, pcf	Max Shear Stress, psf	Failure Strain,%
1200	27.8	31.2	1.5	124.0	94.5	**1089**	**3.6**
2400	27.8	30.2	2.2	124.7	95.8	**1695**	**1.9**
4800	27.8	29.0	4.0	126.8	98.3	**3058**	**3.5**

Friction Angle, ϕ° **28.8** Cohesion, C, psf **408** Strain rate, %/hour **0.58**





Remarks: Friction angle and cohesion in practice are sensitive to several other material properties, and conditions, in the field and lab. No individual lab property of a material can substitute for overall best practices in geotechnical design, construction, and field testing by qualified professionals.

Direct Shear of Soils Under Consolidated Drained Conditions, ASTM D3080

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Jackson, Wyoming 83002

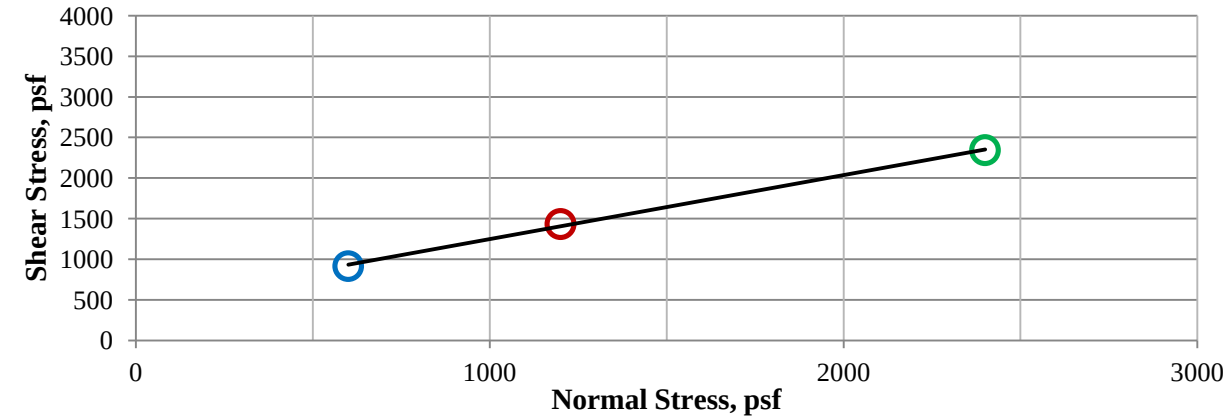
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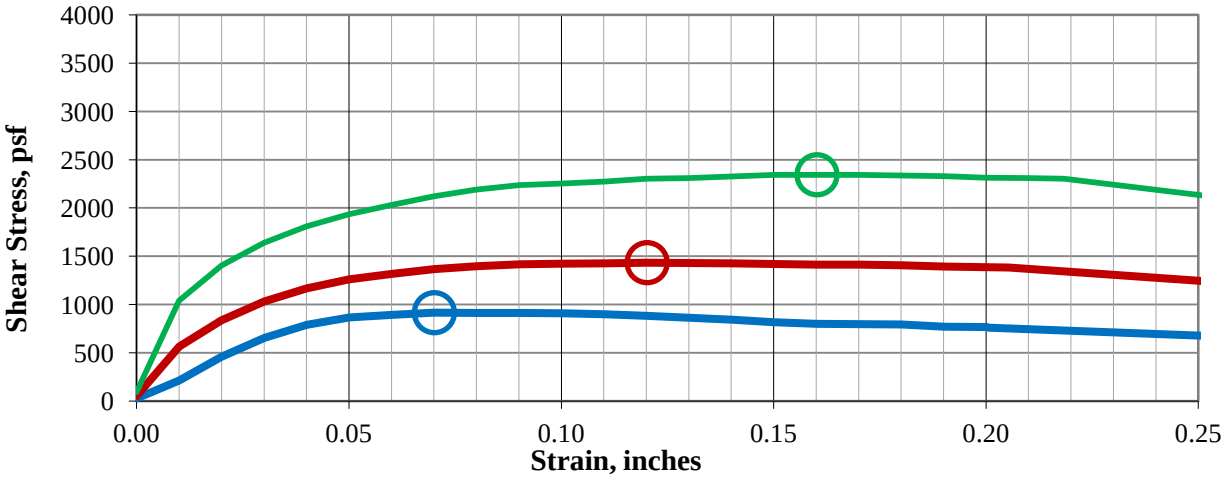
Boring: JG-3 U1 **Depth:** 10 - 12 ' **Density:** 128.0 moist pcf

Description: Lean Clay (CL), medium plasticity, trace layered light brown sandstone and dark brown shale, orangish brown, moist, stiff

Normal Stress, psf	Initial Moisture,%	Final Moisture,%	Consol + Collapse,%	Final Wet Density, pcf	Final Dry Density, pcf	Max Shear Stress, psf	Failure Strain,%
600	16.6	19.8	1.1	133.0	111.1	**915**	**2.4**
1200	16.6	19.1	1.4	132.7	111.4	**1433**	**4.2**
2400	16.6	18.4	1.7	132.0	111.5	**2344**	**5.6**

Friction Angle, ϕ° **38.3** Cohesion, C, psf **460** Strain rate, %/hour **0.70**





Remarks: Friction angle and cohesion in practice are sensitive to several other material properties, and conditions, in the field and lab. No individual lab property of a material can substitute for overall best practices in geotechnical design, construction, and field testing by qualified professionals.

Direct Shear of Soils Under Consolidated Drained Conditions, ASTM D3080

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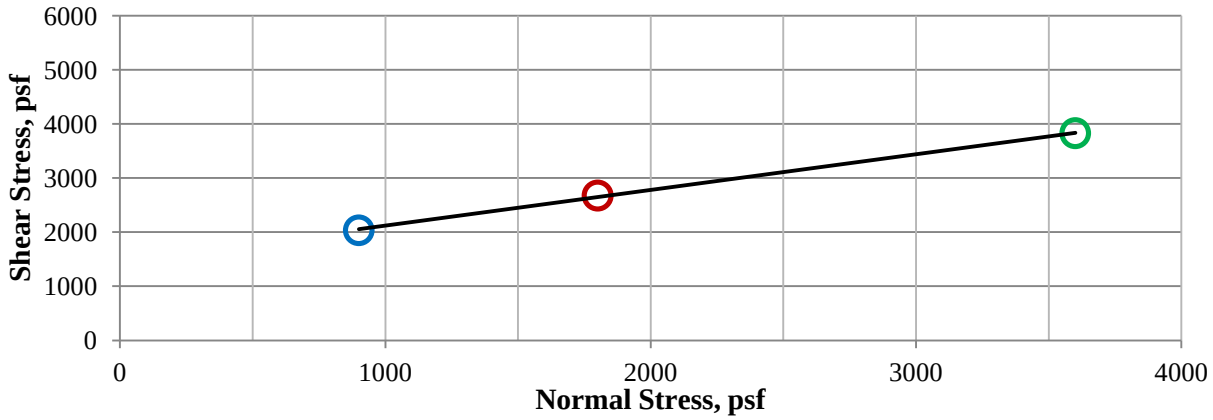
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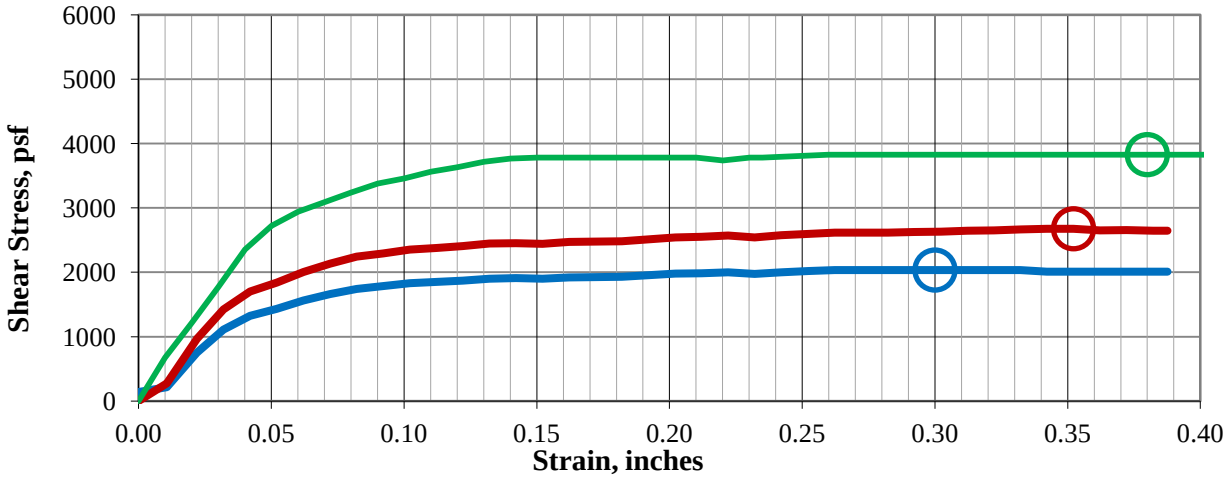
Boring: JG-3 U2 **Depth:** 30 - 32 ' **Density:** 131.8 moist pcf

Description: Fat Clay (CH), weathered shale, very high plasticity, light and dark grey varved layers, rather dry, rather stiff

Normal Stress, psf	Initial Moisture,%	Final Moisture,%	Consol + Collapse,%	Final Wet Density, pcf	Final Dry Density, pcf	Max Shear Stress, psf	Failure Strain,%
900	6.8	18.0	1.1	146.5	124.1	**2035**	**10.5**
1800	6.8	16.3	2.0	146.4	125.9	**2676**	**12.3**
3600	6.8	14.4	4.4	148.3	129.6	**3829**	**13.2**

Friction Angle, ϕ° **33.5** Cohesion, C, psf **1459** Strain rate, %/hour **0.70**





Remarks: Friction angle and cohesion in practice are sensitive to several other material properties, and conditions, in the field and lab. No individual lab property of a material can substitute for overall best practices in geotechnical design, construction, and field testing by qualified professionals.

Direct Shear of Soils Under Consolidated Drained Conditions, ASTM D3080

Date: June 1, 2017

Project: 15-3404L
Jorgensen 16092
984 Budge Drive
Jackson, Wyoming

Client: Mr. Harrison Carter
Jorgensen Associates, PC
PO Box 9550, 1315 HWY 89 S., Suite 201
Jackson, Wyoming 83002

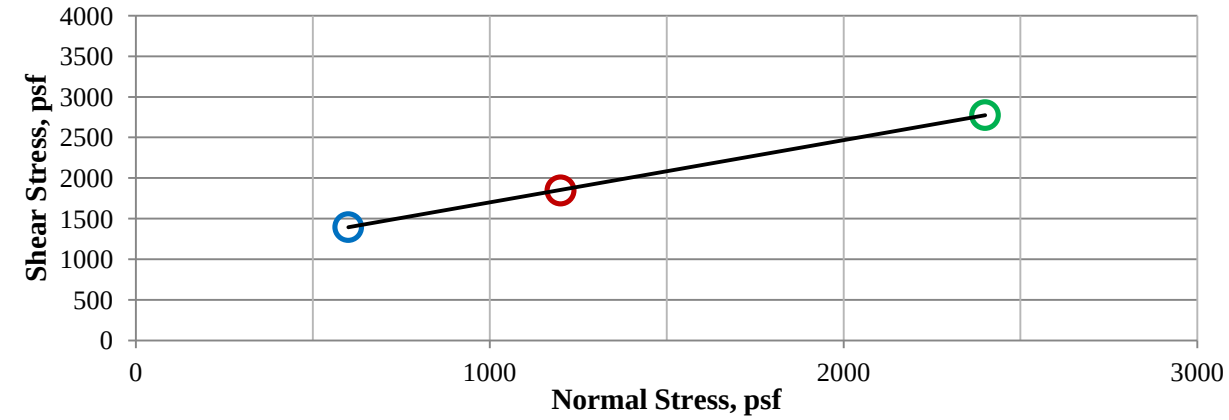
Sample Data:

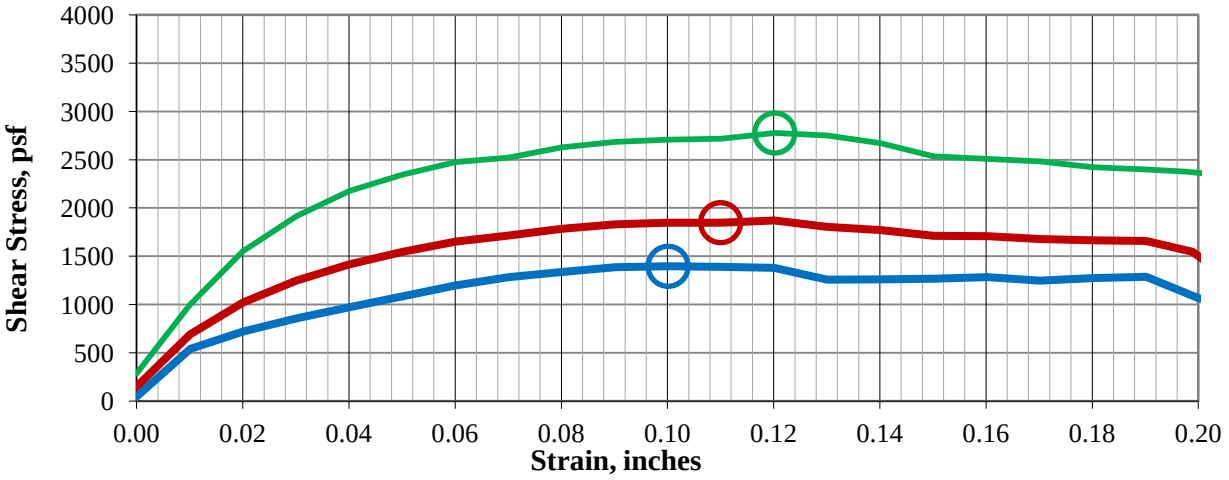
Boring: JG-5 U1 **Depth:** 10 - 12 ' **Density:** 133.6 moist pcf

Description: Lean Clay (CL), medium plasticity, trace layered light brown sandstone and dark brown shale, orangish brown, moist, stiff

Normal Stress, psf	Initial Moisture,%	Final Moisture,%	Consol + Collapse,%	Final Wet Density, pcf	Final Dry Density, pcf	Max Shear Stress, psf	Failure Strain,%
600	22.2	22.1	0.5	134.9	110.5	**1396**	**3.5**
1200	22.2	21.4	0.9	134.2	110.5	**1848**	**3.8**
2400	22.2	20.7	1.9	133.8	110.8	**2776**	**4.2**

Friction Angle, ϕ° **37.5** Cohesion, C, psf **931** Strain rate, %/hour **0.70**





Remarks: Friction angle and cohesion in practice are sensitive to several other material properties, and conditions, in the field and lab. No individual lab property of a material can substitute for overall best practices in geotechnical design, construction, and field testing by qualified professionals.

A-A' - Static Analysis

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1.0 File Information

File Version: 8.15
Title: 984 Budge
Created By: Harrison Carter
Last Edited By: Colter Lane
Revision Number: 84
Date: 7/13/2017
Time: 7:55:50 AM
Tool Version: 8.15.6.11236
File Name: A-A'_REV.gsz
Directory: H:\2016\16092\02 - Site Investigation\Docs\GeoStudio\
Last Solved Date: 7/13/2017
Last Solved Time: 7:55:54 AM

2.0 Project Settings

Length(L) Units: Feet
Time(t) Units: Seconds
Force(F) Units: Pounds
Pressure(p) Units: psf
Strength Units: psf
Unit Weight of Water: 62.4 pcf
View: 2D
Element Thickness: 1

3.0 Analysis Settings

3.1 A-A' Global- Through Upper Clay

Kind: SLOPE/W
Method: Morgenstern-Price
Settings
- Side Function
  - Interslice force function option: Half-Sine
- PWP Conditions Source: Piezometric Line
- Apply Phreatic Correction: No
- Use Staged Rapid Drawdown: No

Slip Surface
- Direction of movement: Left to Right
- Use Passive Mode: No
- Slip Surface Option: Block
- Critical slip surfaces saved: 1
- Resisting Side Maximum Convex Angle: 1 °
- Driving Side Maximum Convex Angle: 5 °

Restrict Block Crossing: Yes
Optimize Critical Slip Surface Location: No
Tension Crack
Tension Crack Option: (none)
F of S Distribution
F of S Calculation Option: Constant
Advanced
Number of Slices: 30
F of S Tolerance: 0.001
Minimum Slip Surface Depth: 0.1 ft
Search Method: Root Finder
Tolerable difference between starting and converged F of S: 3
Maximum iterations to calculate converged lambda: 20
Max Absolute Lambda: 2

4.0 Materials

4.1 LACUSTRINE - YOUNGER LAKE BEDS

Model: Mohr-Coulomb
Unit Weight: 130 pcf
Cohesion': 0 psf
Phi': 37.5 °
Phi-B: 0 °
Pore Water Pressure
Piezometric Line: 1

4.2 LACUSTRINE - OLDER LAKE BEDS

Model: Mohr-Coulomb
Unit Weight: 132 pcf
Cohesion': 0 psf
Phi': 25 °
Phi-B: 0 °
Pore Water Pressure
Piezometric Line: 1

4.3 LACUSTRINE - LEAN CLAY

Model: Mohr-Coulomb
Unit Weight: 125 pcf
Cohesion': 0 psf
Phi': 19.5 °
Phi-B: 0 °
Pore Water Pressure
Piezometric Line: 1

4.4 ALLUVIUM - GRAVEL AND COBBLE

Model: Mohr-Coulomb

Unit Weight: 130 pcf
Cohesion': 0 psf
Phi': 34 °
Phi-B: 0 °
Pore Water Pressure
Piezometric Line: 1

4.5 ALLUVIAL FAN/LAC - CLAY WITH SAND

Model: Mohr-Coulomb
Unit Weight: 125 pcf
Cohesion': 0 psf
Phi': 28 °
Phi-B: 0 °
Pore Water Pressure
Piezometric Line: 1

4.6 LOESS WITH COLLUVIUM - LEAN CLAY WITH GRAVEL

Model: Mohr-Coulomb
Unit Weight: 130 pcf
Cohesion': 0 psf
Phi': 30 °
Phi-B: 0 °
Pore Water Pressure
Piezometric Line: 1

4.7 LACUSTRINE - BOTTOM OF JG-1

Model: Mohr-Coulomb
Unit Weight: 120 pcf
Cohesion': 0 psf
Phi': 22.4 °
Phi-B: 0 °
Pore Water Pressure
Piezometric Line: 1

4.8 ALLUVIAL SAND - CLEAN SAND

Model: Mohr-Coulomb
Unit Weight: 125 pcf
Cohesion': 0 psf
Phi': 30 °
Phi-B: 0 °
Pore Water Pressure
Piezometric Line: 1

5.0 Slip Surface Limits

Left Coordinate: (-0.23731, 6,122.8841) ft
Right Coordinate: (410, 6,165.8343) ft

6.0 Slip Surface Block

Left Grid
- Upper Left: (135, 6,190) ft
- Lower Left: (135, 6,178) ft
- Lower Right: (168, 6,178) ft
- X Increments: 6
- Y Increments: 6
- Starting Angle: 90 °
- Ending Angle: 140 °
- Angle Increments: 2

Right Grid
- Upper Left: (243, 6,189) ft
- Lower Left: (243, 6,178) ft
- Lower Right: (278, 6,178) ft
- X Increments: 6
- Y Increments: 6
- Starting Angle: 0 °
- Ending Angle: 45 °
- Angle Increments: 2

7.0 Piezometric Lines

7.1 Piezometric Line 1

7.1.1 Coordinates

	X (ft)	Y (ft)
Coordinate 1	0.13749	6,193.2095
Coordinate 2	252	6,176
Coordinate 3	298	6,173
Coordinate 4	402	6,165

8.0 Surcharge Loads

8.1 Surcharge Load 1

Surcharge (Unit Weight): 250 pcf
Direction: Vertical

8.1.1 Coordinates

	X (ft)	Y (ft)
	33	6,263.6873
	47.6654	6,263.1047
	75.74329	6,261.9985
	86	6,261

9.0 Current Slip Surface

Slip Surface: 2,827
F of S: 1.75
Volume: 9,961.0612 ft³
Weight: 1,285,987.9 lbs
Resisting Moment: 65,362,440 lbs-ft
Activating Moment: 37,285,271 lbs-ft
Resisting Force: 507,173.65 lbs
Activating Force: 289,333.52 lbs
F of S Rank (Analysis): 1 of 3,087 slip surfaces
F of S Rank (Query): 1 of 3,087 slip surfaces
Exit: (372.23162, 6,178) ft
Entry: (45.673623, 6,262.1838) ft
Radius: 156.01677 ft
Center: (225.22902, 6,283.2298) ft

A-A' – Seismic Analysis

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1.0 File Information

File Version: 8.15
Title: 984 Budge
Created By: Harrison Carter
Last Edited By: Colter Lane
Revision Number: 84
Date: 7/13/2017
Time: 7:55:50 AM
Tool Version: 8.15.6.11236
File Name: A-A'_REV.gsz
Directory: H:\2016\16092\02 - Site Investigation\Docs\GeoStudio\
Last Solved Date: 7/13/2017
Last Solved Time: 7:55:58 AM

2.0 Project Settings

Length(L) Units: Feet
Time(t) Units: Seconds
Force(F) Units: Pounds
Pressure(p) Units: psf
Strength Units: psf
Unit Weight of Water: 62.4 pcf
View: 2D
Element Thickness: 1

3.0 Analysis Settings

3.1 A-A' Global- Upper Clay Seismic (Loess Blanket)

Kind: SLOPE/W
Parent: A-A' Global- Through Upper Clay
Method: Morgenstern-Price
Settings
- Side Function
  - Interslice force function option: Half-Sine
- PWP Conditions Source: Piezometric Line
- Apply Phreatic Correction: No
- Use Staged Rapid Drawdown: No
- Initial Slip Surface Source: Parent Analysis

Slip Surface
- Direction of movement: Left to Right
- Use Passive Mode: No
- Slip Surface Option: Critical Slip Surfaces from Other
- Critical slip surfaces saved: 1

Resisting Side Maximum Convex Angle: 1 °
Driving Side Maximum Convex Angle: 5 °
Optimize Critical Slip Surface Location: No
Tension Crack
Tension Crack Option: (none)
F of S Distribution
F of S Calculation Option: Constant
Advanced
Number of Slices: 30
F of S Tolerance: 0.001
Minimum Slip Surface Depth: 0.1 ft
Search Method: Root Finder
Tolerable difference between starting and converged F of S: 3
Maximum iterations to calculate converged lambda: 20
Max Absolute Lambda: 2

4.0 Materials

4.1 ALLUVIAL SAND - CLEAN SAND

Model: Mohr-Coulomb
Unit Weight: 125 pcf
Cohesion': 0 psf
Phi': 30 °
Phi-B: 0 °

4.2 (s) ALLUVIAL FAN/LAC - CLAY WITH SAND

Model: Mohr-Coulomb
Unit Weight: 125 pcf
Cohesion': 0 psf
Phi': 22.4 °
Phi-B: 0 °

4.3 (s) ALLUVIUM - GRAVEL AND COBBLE

Model: Mohr-Coulomb
Unit Weight: 120 pcf
Cohesion': 0 psf
Phi': 27.2 °
Phi-B: 0 °

4.4 (s) LACUSTRINE - BOTTOM OF JG-1

Model: Mohr-Coulomb
Unit Weight: 120 pcf
Cohesion': 0 psf
Phi': 22.4 °
Phi-B: 0 °

4.5 (s) LACUSTRINE - LEAN CLAY

Model: Mohr-Coulomb
Unit Weight: 125 pcf
Cohesion': 0 psf
Phi': 15.6 °
Phi-B: 0 °

4.6 (s) LACUSTRINE - OLDER LAKE BEDS

Model: Mohr-Coulomb
Unit Weight: 131.8 pcf
Cohesion': 0 psf
Phi': 20 °
Phi-B: 0 °

4.7 (s) LACUSTRINE - YOUNGER LAKE BEDS

Model: Mohr-Coulomb
Unit Weight: 128 pcf
Cohesion': 0 psf
Phi': 30 °
Phi-B: 0 °

4.8 (s) LOESS WITH COLLUVIUM - LEAN CLAY WITH GRAVEL

Model: Mohr-Coulomb
Unit Weight: 120 pcf
Cohesion': 0 psf
Phi': 24 °
Phi-B: 0 °

5.0 Slip Surface Limits

Left Coordinate: (-0.23731, 6,122.8841) ft
Right Coordinate: (410, 6,165.8343) ft

6.0 Piezometric Lines

6.1 Piezometric Line 1

6.1.1 Coordinates

	X (ft)	Y (ft)
Coordinate 1	0.13749	6,193.2095
Coordinate 2	252	6,176
Coordinate 3	298	6,173
Coordinate 4	402	6,165

7.0 Surcharge Loads

7.1 Surcharge Load 1

Surcharge (Unit Weight): 250 pcf
Direction: Vertical

7.1.1 Coordinates

	X (ft)	Y (ft)
	33	6,263.6873
	47.6654	6,263.1047
	75.74329	6,261.9985
	86	6,261

8.0 Seismic Coefficients

Horz Seismic Coef.: 0.1

9.0 Current Slip Surface

Slip Surface: 1
F of S: 1.01
Volume: 9,961.0612 ft³
Weight: 1,204,290.1 lbs
Resisting Moment: 46,290,516 lbs-ft
Activating Moment: 45,656,020 lbs-ft
Resisting Force: 366,238.57 lbs
Activating Force: 361,242.39 lbs
F of S Rank (Analysis): 1 of 1 slip surfaces
F of S Rank (Query): 1 of 1 slip surfaces
Exit: (372.23162, 6,178) ft
Entry: (45.673623, 6,262.1838) ft
Radius: 156.01677 ft
Center: (225.22902, 6,283.2298) ft

B-B' – Static Analysis

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1.0 File Information

File Version: 8.15
Title: 984 Budge
Created By: Harrison Carter
Last Edited By: Colter Lane
Revision Number: 94
Date: 7/13/2017
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2.0 Project Settings

Length(L) Units: Feet
Time(t) Units: Seconds
Force(F) Units: Pounds
Pressure(p) Units: psf
Strength Units: psf
Unit Weight of Water: 62.4 pcf
View: 2D
Element Thickness: 1

3.0 Analysis Settings

3.1 B-B' Global- Block Specified

Kind: SLOPE/W
Method: Morgenstern-Price
Settings
- Side Function
  - Interslice force function option: Half-Sine
- PWP Conditions Source: Piezometric Line
- Apply Phreatic Correction: No
- Use Staged Rapid Drawdown: No

Slip Surface
- Direction of movement: Left to Right
- Use Passive Mode: No
- Slip Surface Option: Block
- Critical slip surfaces saved: 1
- Resisting Side Maximum Convex Angle: 1 °
- Driving Side Maximum Convex Angle: 5 °

Restrict Block Crossing: Yes
Optimize Critical Slip Surface Location: No
Tension Crack
Tension Crack Option: (none)
F of S Distribution
F of S Calculation Option: Constant
Advanced
Number of Slices: 30
F of S Tolerance: 0.001
Minimum Slip Surface Depth: 0.1 ft
Search Method: Root Finder
Tolerable difference between starting and converged F of S: 3
Maximum iterations to calculate converged lambda: 20
Max Absolute Lambda: 2

4.0 Materials

4.1 LACUSTRINE - YOUNGER LAKE BEDS

Model: Mohr-Coulomb
Unit Weight: 130 pcf
Cohesion': 0 psf
Phi': 37.5 °
Phi-B: 0 °
Pore Water Pressure
Piezometric Line: 1

4.2 LACUSTRINE - OLDER LAKE BEDS

Model: Mohr-Coulomb
Unit Weight: 132 pcf
Cohesion': 0 psf
Phi': 25 °
Phi-B: 0 °
Pore Water Pressure
Piezometric Line: 1

4.3 ALLUVIUM - GRAVEL WITH SAND

Model: Mohr-Coulomb
Unit Weight: 125 pcf
Cohesion': 0 psf
Phi': 32 °
Phi-B: 0 °
Pore Water Pressure
Piezometric Line: 1

4.4 ALLUVIAL FAN/LAC - CLAY WITH SAND

Model: Mohr-Coulomb

Unit Weight: 125 pcf
Cohesion': 0 psf
Phi': 25 °
Phi-B: 0 °
Pore Water Pressure
Piezometric Line: 1

4.5 LOESS WITH COLLUVIUM - LEAN CLAY WITH GRAVEL

Model: Mohr-Coulomb
Unit Weight: 120 pcf
Cohesion': 0 psf
Phi': 30 °
Phi-B: 0 °
Pore Water Pressure
Piezometric Line: 1

4.6 COLLUVIUM - GRAVEL WITH SAND

Model: Mohr-Coulomb
Unit Weight: 130 pcf
Cohesion': 0 psf
Phi': 30 °
Phi-B: 0 °
Pore Water Pressure
Piezometric Line: 1

4.7 DEBRIS FLOW - SAND WITH GRAVEL

Model: Mohr-Coulomb
Unit Weight: 120 pcf
Cohesion': 0 psf
Phi': 28 °
Phi-B: 0 °
Pore Water Pressure
Piezometric Line: 1

4.8 ALLUVIUM - CLAY WITH GRAVEL

Model: Mohr-Coulomb
Unit Weight: 125 pcf
Cohesion': 0 psf
Phi': 30 °
Phi-B: 0 °
Pore Water Pressure
Piezometric Line: 1

5.0 Slip Surface Limits

Left Coordinate: (-5.57664, 6,284.2287) ft
Right Coordinate: (400, 6,165.7492) ft

6.0 Slip Surface Block

Left Grid
- Upper Left: (125, 6,200) ft
- Lower Left: (125, 6,170) ft
- Lower Right: (160, 6,170) ft
- X Increments: 6
- Y Increments: 6
- Starting Angle: 90 °
- Ending Angle: 140 °
- Angle Increments: 2

Right Grid
- Upper Left: (220, 6,185) ft
- Lower Left: (220, 6,170) ft
- Lower Right: (255, 6,170) ft
- X Increments: 6
- Y Increments: 6
- Starting Angle: 0 °
- Ending Angle: 45 °
- Angle Increments: 2

7.0 Piezometric Lines

7.1 Piezometric Line 1

7.1.1 Coordinates

	X (ft)	Y (ft)
Coordinate 1	0.13749	6,193.2095
Coordinate 2	252	6,176
Coordinate 3	298	6,173
Coordinate 4	402	6,165

8.0 Surcharge Loads

8.1 Surcharge Load 1

Surcharge (Unit Weight): 250 pcf
Direction: Vertical

8.1.1 Coordinates

	X (ft)	Y (ft)
	64.5	6,263.5322
	69.22212	6,263.3577

	98.24401	6,262.285
	117.53763	6,261

9.0 Current Slip Surface

Slip Surface: 238
F of S: 1.90
Volume: 7,166.0994 ft³
Weight: 877,858.39 lbs
Resisting Moment: 47,338,302 lbs-ft
Activating Moment: 24,844,801 lbs-ft
Resisting Force: 426,970.97 lbs
Activating Force: 224,177.18 lbs
F of S Rank (Analysis): 1 of 3,087 slip surfaces
F of S Rank (Query): 1 of 3,087 slip surfaces
Exit: (357.01533, 6,185) ft
Entry: (68.137208, 6,262.3978) ft
Radius: 139.04499 ft
Center: (228.12889, 6,281.7472) ft

B-B' – Seismic Analysis

Report generated using GeoStudio 2012. Copyright © 1991-2016 GEO-SLOPE International Ltd.

1.0 File Information

File Version: 8.15
Title: 984 Budge
Created By: Harrison Carter
Last Edited By: Colter Lane
Revision Number: 93
Date: 7/13/2017
Time: 7:44:55 AM
Tool Version: 8.15.6.11236
File Name: B-B'_REV.gsz
Directory: H:\2016\16092\02 - Site Investigation\Docs\GeoStudio\
Last Solved Date: 7/13/2017
Last Solved Time: 8:04:22 AM

2.0 Project Settings

Length(L) Units: Feet
Time(t) Units: Seconds
Force(F) Units: Pounds
Pressure(p) Units: psf
Strength Units: psf
Unit Weight of Water: 62.4 pcf
View: 2D
Element Thickness: 1

3.0 Analysis Settings

3.1 B-B' Global- Block Specified Seismic

Kind: SLOPE/W
Parent: B-B' Global- Block Specified
Method: Morgenstern-Price
Settings
- Side Function
  - Interslice force function option: Half-Sine
- PWP Conditions Source: Piezometric Line
- Apply Phreatic Correction: No
- Use Staged Rapid Drawdown: No
- Initial Slip Surface Source: Parent Analysis

Slip Surface
- Direction of movement: Left to Right
- Use Passive Mode: No
- Slip Surface Option: Critical Slip Surfaces from Other
- Critical slip surfaces saved: 1

Resisting Side Maximum Convex Angle: 1 °
Driving Side Maximum Convex Angle: 5 °
Optimize Critical Slip Surface Location: No
Tension Crack
Tension Crack Option: (none)
F of S Distribution
F of S Calculation Option: Constant
Advanced
Number of Slices: 30
F of S Tolerance: 0.001
Minimum Slip Surface Depth: 0.1 ft
Search Method: Root Finder
Tolerable difference between starting and converged F of S: 3
Maximum iterations to calculate converged lambda: 20
Max Absolute Lambda: 2

4.0 Materials

4.1 (s) ALLUVIAL FAN/LAC - CLAY WITH SAND

Model: Mohr-Coulomb
Unit Weight: 125 pcf
Cohesion': 0 psf
Phi': 20 °
Phi-B: 0 °
Pore Water Pressure
Piezometric Line: 2

4.2 (s) ALLUVIUM - GRAVEL WITH SAND

Model: Mohr-Coulomb
Unit Weight: 125 pcf
Cohesion': 0 psf
Phi': 25.6 °
Phi-B: 0 °
Pore Water Pressure
Piezometric Line: 2

4.3 (s) LACUSTRINE - OLDER LAKE BEDS

Model: Mohr-Coulomb
Unit Weight: 132 pcf
Cohesion': 0 psf
Phi': 20 °
Phi-B: 0 °
Pore Water Pressure
Piezometric Line: 2

4.4 (s) LACUSTRINE - YOUNGER LAKE BEDS

Model: Mohr-Coulomb
Unit Weight: 130 pcf
Cohesion': 0 psf
Phi': 30 °
Phi-B: 0 °
Pore Water Pressure
Piezometric Line: 2

4.5 (s) LOESS WITH COLLUVIUM - LEAN CLAY WITH GRAVEL

Model: Mohr-Coulomb
Unit Weight: 120 pcf
Cohesion': 0 psf
Phi': 24 °
Phi-B: 0 °
Pore Water Pressure
Piezometric Line: 2

4.6 (s) COLLUVIUM - GRAVEL WITH SAND

Model: Mohr-Coulomb
Unit Weight: 130 pcf
Cohesion': 0 psf
Phi': 24 °
Phi-B: 0 °
Pore Water Pressure
Piezometric Line: 2

4.7 (s) DEBRIS FLOW - SAND WITH GRAVEL

Model: Mohr-Coulomb
Unit Weight: 120 pcf
Cohesion': 0 psf
Phi': 22.4 °
Phi-B: 0 °
Pore Water Pressure
Piezometric Line: 2

4.8 (s) ALLUVIUM - CLAY WITH GRAVEL

Model: Mohr-Coulomb
Unit Weight: 120 pcf
Cohesion': 0 psf
Phi': 24 °
Phi-B: 0 °
Pore Water Pressure
Piezometric Line: 2

5.0 Slip Surface Limits

Left Coordinate: (-5.57664, 6,284.2287) ft
Right Coordinate: (400, 6,165.7492) ft

6.0 Piezometric Lines

6.1 Piezometric Line 1

6.1.1 Coordinates

	X (ft)	Y (ft)
Coordinate 1	0.13749	6,188.2095
Coordinate 2	252	6,171
Coordinate 3	298	6,168
Coordinate 4	402	6,160

6.2 Piezometric Line 2

6.2.1 Coordinates

	X (ft)	Y (ft)
Coordinate 1	0.13749	6,193.2095
Coordinate 2	252	6,176
Coordinate 3	298	6,173
Coordinate 4	402	6,165

7.0 Surcharge Loads

7.1 Surcharge Load 1

Surcharge (Unit Weight): 250 pcf
Direction: Vertical

7.1.1 Coordinates

	X (ft)	Y (ft)
	64.5	6,263.5322
	69.22212	6,263.3577
	98.24401	6,262.285
	117.53763	6,261

8.0 Seismic Coefficients

Horz Seismic Coef.: 0.1

9.0 Current Slip Surface

Slip Surface: 1
F of S: 1.10
Volume: 7,166.0994 ft³
Weight: 877,858.38 lbs
Resisting Moment: 35,680,514 lbs-ft
Activating Moment: 32,475,056 lbs-ft
Resisting Force: 325,136.09 lbs
Activating Force: 295,919.72 lbs
F of S Rank (Analysis): 1 of 1 slip surfaces
F of S Rank (Query): 1 of 1 slip surfaces
Exit: (357.01533, 6,185) ft
Entry: (68.137208, 6,262.3978) ft
Radius: 139.04499 ft
Center: (228.12889, 6,281.7472) ft

TAYLOR GEOTECHNICAL

2650 North 180 East
Lehi, Utah 84043
P. 801-766-3246
F. 801-769-3336

June 26, 2020

Mr. Brian Lenz
The Town of Jackson Engineer
P.O. Box 1687
Jackson, Wyoming 83001

Subject: **Second Geotechnical Review**
Crystal Valley Addition, Lot 1
984 Budge Drive
The Town of Jackson, Wyoming
TG Project No. 20035

Subject Document: Jorgensen Geotechnical, LLC, Response to Geotechnical Engineering Review, Bluffs Project: 984 Budge Drive, Jackson, Wyoming, prepared for Mr. Brian Lenz, Town of Jackson, P.O. Box 1687, Jackson, Wyoming, dated May 22, 2020.

Dear Mr. Lenz:

At your request, Taylor Geotechnical (TG) reviewed the above-referenced May 22, 2020, Jorgensen Geotechnical, LLC (JG) document. The May 22, 2020, JR document was prepared in response to the following April 28, 2020, TG Letter:

> TG Geotechnical Review, Crystal Valley Addition, Lot 1, 984 Budge Drive, The Town of Jackson, Wyoming (TG Project No. 20035), prepared for Mr. Brian Lenz, The Town of Jackson Engineer, P.O. Box 1687, Jackson, Wyoming 83001, dated April 28, 2020.

The April 28, 2020, TG letter was presented in response to review of the following Jorgensen documents:

- Jorgensen Geotechnical, LLC, Preliminary Slope Stability Analysis, 984 Budge Drive, Jackson, Wyoming, prepared for Mr. Dennis Callaghan, Callaghan Partners, 45 River Avenue, Monmouth Beach, NJ 07750, dated March 10, 2017.

- Jorgensen Geotechnical, LLC, Geotechnical Engineering Report, 984 Budge Drive, Jackson, Wyoming, Jorgensen Geotechnical, LLC, prepared for Mr. Dennis Callaghan, Callaghan Partners, 45 River Avenue, Monmouth Beach, NJ 07750, dated April 23, 2017.

- Jorgensen Geotechnical, LLC, Report - Subsurface Exploration and Slope Stability Analysis, 984 Budge Drive, Jackson, Wyoming, prepared for Mr. Dennis Callaghan, Callaghan Partners, 45 River Avenue, Monmouth Beach, NJ 07750, dated July 2017 (sealed July 14, 2017).

- Jorgensen Associates, Inc., Development Plan for The Bluffs 984 Budge Drive, Lot 1, Crystal Valley Addition, Jorgensen Project No. 16092, prepared for Bluffs Development Group, LLC, P.O. Box 551, Jackson, Wyoming 83001, submittal date January 16, 2020, updated February 6, 2020.

The purpose of TG's review is to evaluate whether the above referenced Jorgensen documents adequately addressed geotechnical engineering parameters at the site, in regards to slope stability, recommendations for support of foundations, and drainage, consistent with concerns for public health, safety, and welfare.

CONCLUSION

Based on review of the above referenced Jorgensen documents, it is TG's opinion Jorgensen Geotechnical:

1. Has not adequately responded to Item 1 in the April 29, TG letter.

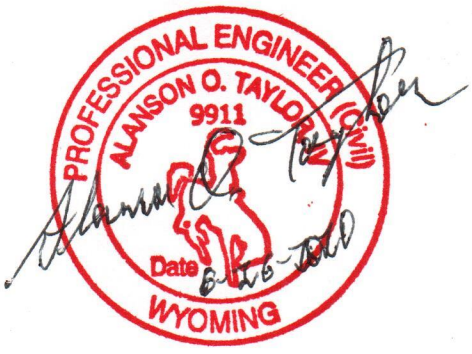
2. Has adequately responded to TG review comments 2 and 3. in the April 28, 2020, TG letter.

CLOSURE

Comments and recommendations in this review are based on data presented in the subject document(s). TG accordingly provides no warranty that the data in the subject document(s) is correct or accurate, and has not performed an independent site evaluation. Comments and recommendations presented herein are provided to aid the Town of Jackson in reducing risks from geotechnical engineering hazards and to protect public health and safety. There is no other warranty, either express or implied. This review does not forego other geotechnical engineering items that may come to the attention of TG after the geologic review is complete.

All services performed by TG for this review were provided for the exclusive use and benefit of the Town of Jackson. No other person or entity is entitled to use or rely upon any of the information or reports generated by TG as a result of this review. TG would be pleased to meet with the Town of Jackson and/or the Consultant, at a mutually convenient time, to discuss any of the issues presented herein. In the meantime, should you have any questions, please feel free to contact the undersigned. The opportunity to be of service to the Town of Jackson is appreciated.

Respectfully submitted,
Taylor Geotechnical



Alanson O. Taylor, P.E.
Principal

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: JULY 2, 2020
MEETING DATE: JULY 6, 2020

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: PAUL ANTHONY
PRESENTER: BRENDAN CONBOY

SUBJECT: **ITEM P20-062:** DEVELOPMENT PLAN FOR A LAND DIVISION AT 475 AND 505 EAST SIMPSON AVENUE IN THE NEIGHBORHOOD LOW DENSITY – 3 (NL-3) ZONE.

APPLICANT: RON LEVY / JORGENSEN ASSOCIATES

OWNERS: 505 E SIMPSON, LLC / LISA ELENZ

REQUESTED ACTION

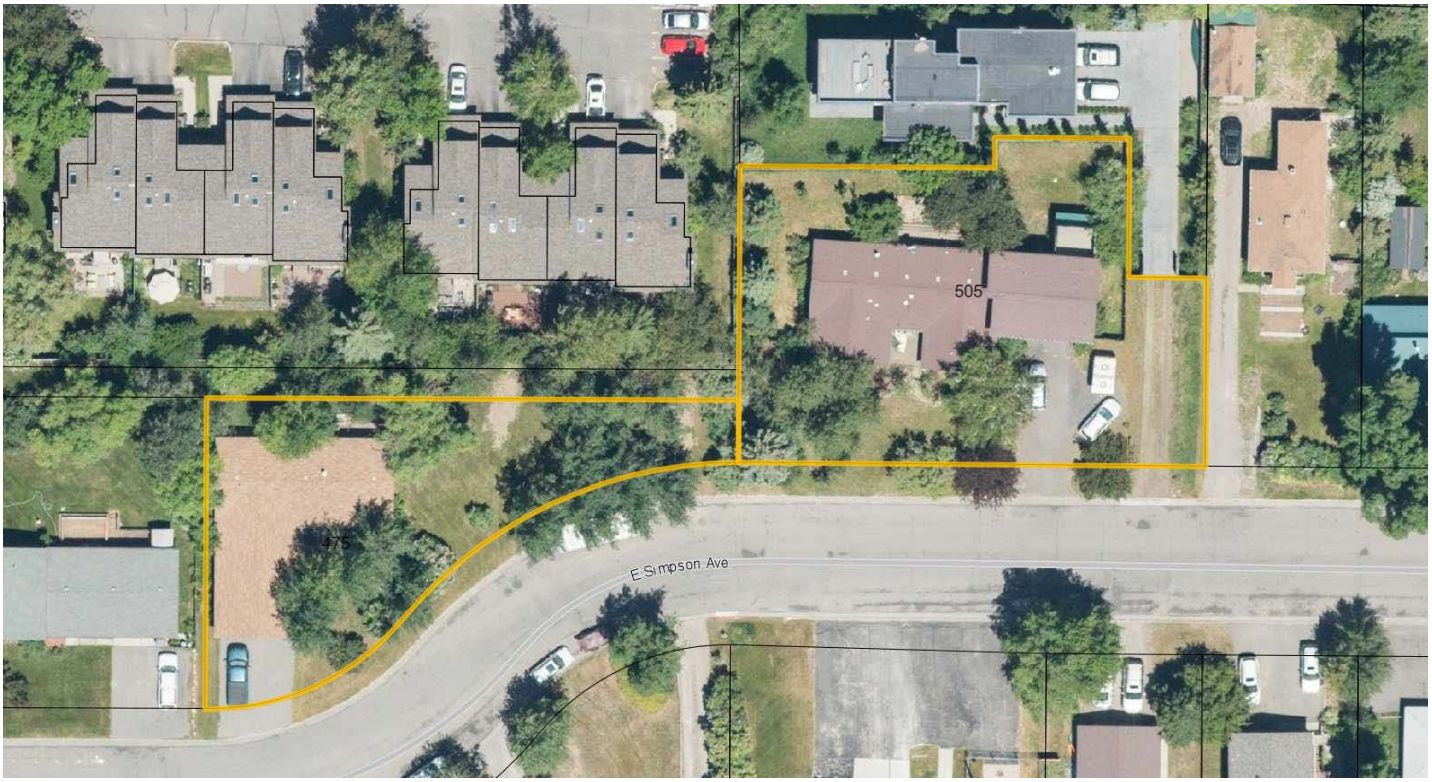
The applicant, co-representing 505 E Simpson, LLC (505 E. Simpson) and Lisa Elenz (475 E. Simpson), is requesting approval of a Development Plan to subdivide 2 lots into 3 lots in the Neighborhood Low Density – 3 (NL-3) zoning district prior to submitting a Subdivision Plat. The applicant intends to create a total of three new lots from two existing lots, resulting in one additional lot.

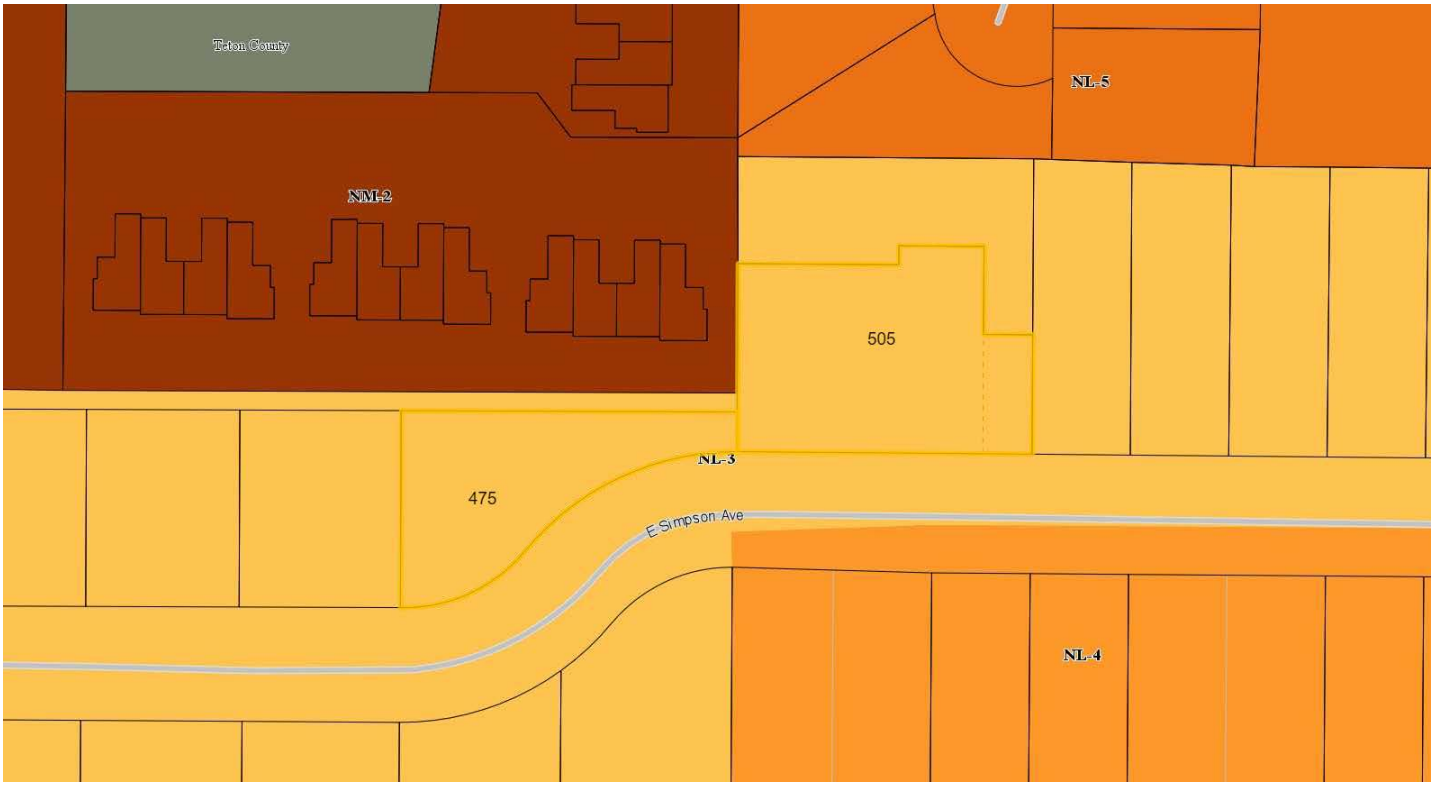
APPLICABLE REGULATIONS

Section 8.3.2. Development Plan

LOCATION

The properties are located at 475 East Simpson Avenue and 505 East Simpson Avenue, legally known as LOT 7, BLK. 1, BRUCE PORTER 2ND FILING, and LOT 14, JOHN D. HALL, NINTH ADDITION, respectively. An aerial photo and zoning map are shown on the following page:


505
475
E Simpson Ave


Teton County
NM-2
NL-5
505
NL-3
475
E Simpson Ave
NL-4

BACKGROUND

The 505 East Simpson property is a 0.32 acre (13,939 SF) lot within the Neighborhood Low Density - 3 (NL-3) zoning district. The surrounding zoning to the north is Neighborhood Low Density – 5 (NL-5), NL-3 to the east, Neighborhood Low Density – 4 (NL-4) to the south, and NL-3 and Neighborhood Medium Density – 2 (NM-2) to the west. At present, one (1) single-family home, built in 1975, with 2,789 square feet of habitable floor area exists on the property.

The 475 East Simpson Avenue property is a 0.23 acre (10,018 SF) lot within the NL-3 zoning district. The surrounding zoning is NM-2 to the north, NL-3 to the east, south, and west. At present, one (1) single-family home, built in 1977, with 1,424 square feet of habitable floor area exists on the property.

Historically, 3 residential lots were approved for the lands now addressed as 505 and 507 E. Simpson Avenue by the John D. Hall Addition in 1947 as depicted by Plat 1168. On September 19, 2005, the Jackson Town Council voted to approve Item P05-075 Final Plat, to create 2 lots on the property for a total of .516 acres, where three lots described as Lots 10, 11 & 12, Block 2 of the John D. Hall Plat No. 131 to the Town of Jackson formerly existed.

The applicant held a pre-application conference with planning staff on February 12, 2020, regarding the proposed lot split. Initially staff had informed the applicant that prior to a Development Plan the applicant would need to submit an application for a Boundary Adjustment in order to adjust the lot lines with the neighboring property at 475 E Simpson. Upon further consultation the Planning Director determined that a Boundary Adjustment was not necessary as a new Subdivision Plat for the adjusted property lines of 475 and 505 E Simpson would need to be created which would include the adjusted boundaries. Therefore, the applicant has submitted a Development Plan to demonstrate compliance with the Land Development Regulations (LDRs) which, if approved, will be the basis for a future Subdivision Plat for the properties currently addressed as 475 and 505 East Simpson Avenue.

PROJECT DESCRIPTION

The applicant is proposing to subdivide the subject properties into three lots, however prior to submittal of a Subdivision Plat the LDRs require that a Development Plan be submitted and approved for the proposed lot reconfiguration to confirm that the newly created lots are consistent with the LDRs in terms of minimum lot size, access, setbacks, etc. As shown on the proposed site plan, the applicant proposes to subdivide the existing 13,939 SF lot (505 E Simpson) into two lots. In addition, in order to meet the minimum lot size of 7,500 SF in the NL-3 zone, the applicant is proposing to adjust the southwest corner of the lot line boundary to the west in order to add 1,125 SF to the property. This will bring the adjusted total to 15,064 SF for the 505 E. Simpson lot which will be divided into two 7,532 SF lots which meet the 7,500 SF minimum requirement. Similarly, the adjusted lot line will result in a reduction of 1,125 SF from Lot 7 (475 E Simpson) resulting in an 8,894 SF lot which still meets the minimum lot size requirement in the NL-3 zone.

To accomplish the proposed subdivision, the owners of Lot 14 (505 E Simpson) seek to vacate Lot 14 from Plat 1186. Concurrently, the owner of Lot 7 (475 E Simpson) seeks to vacate Lot 7 from Plat 278; together, the co-applicants seek to combine lands and divide said lands into 3 single-family lots with a Subdivision Plat, each with access from East Simpson Avenue. Please see the applicant’s site plan, Exhibit B, attached to this report. The existing dwelling at 507 E Simpson located to the north of 505 E Simpson and accessed via an access easement across 505 E Simpson will remain as part of Plat 1168 and is not a subject of this request.

The existing single family dwelling located at 475 E Simpson is proposed to remain. While the existing dwelling is nonconforming to side and rear yard setbacks, no new nonconformities will be created as part of

the proposed subdivision and is therefore compliant with the LDRs. If and when the property is redeveloped, any new development will be subject to the LDRs in place at that time.

The existing single family dwelling located at 505 E Simpson will be required to be removed prior to the recording of the Subdivision Plat in order to comply with the newly created lot lines. If the applicant does not record a Subdivision Plat with the County Clerk within 18 months of the Development Plan approval, the Development Plan will expire and any future Development Plan submittals will be subject to the Land Development Regulations in place at that time.

STAFF ANALYSIS

Staff has reviewed the proposed subdivision for compliance with the dimensional limitations of the NL-3 zone. The dimensional limitations for each lot are listed below:

Lot 1 – 475 East Simpson (West Lot)

	Allowed / Required	**Proposed / Existing**	**Complies?**
Minimum Lot Size	7,500 SF	8,894 SF	Yes
Maximum FAR	3,558 SF (0.40)	1,424 SF (0.16)	Yes
Minimum LSR	4,002 SF (0.45)	5,434 SF (0.61)	Yes
Street Yard Setback (south)	20 feet	25 feet	Yes
Rear Setback (north)	25 feet	~15 feet	No, but existing nonconforming*
Side Setback (east)	10 feet	> 10 feet	Yes
Side Setback (west)	10 feet	~1 foot	No, but existing nonconforming
Parking	2 per dwelling unit	2 garage existing	Yes
Curb Cut (Max)	20’	~24 feet	No, but existing nonconforming
Height (max)	30’	< 30’	Yes

* While the existing dwelling is nonconforming to side and rear yard setbacks, no new nonconformities will be created as part of the proposed subdivision and is therefore compliant with the LDRs. If and when the property is redeveloped, any new development will be subject to the LDRs in place at that time.

Lot 2 – 505 E Simpson (Middle Lot)

	Allowed / Required	**Proposed**	**Complies?**
Minimum Lot Size	7,500 SF	7,532 SF	Yes
Maximum FAR	3,013 SF (0.40)	TBD*	TBD*
Minimum LSR	3,389 SF (0.45)	TBD*	TBD*
Street Yard Setback (south)	20 feet	20 feet	Yes
Rear Setback (north)	25 feet	25 feet	Yes
Side Setback (east)	10 feet	10 feet	Yes
Side Setback (west)	10 feet	10 feet	Yes
Parking	2 per dwelling unit	TBD*	TBD*
Curb Cut (Max)	20’	TBD*	TBD*
Height (max)	30’	TBD*	TBD*

Lot 3 – 505 E Simpson (East Lot)

	Allowed / Required	Proposed	Complies?
Minimum Lot Size	7,500 SF	**7,532 SF**	**Yes**
Maximum FAR	3,013 SF (0.40)	TBD*	TBD*
Minimum LSR	3,389 SF (0.45)	TBD*	TBD*
Street Yard Setback (south)	20 feet	20 feet	Yes
Rear Setback (north)	25 feet	25 feet	Yes
Side Setback (east)	10 feet	10 feet	Yes
Side Setback (west)	10 feet	10 feet	Yes
Parking	2 per dwelling unit	TBD*	TBD*
Curb Cut (Max)	20’	TBD*	TBD*
Height (max)	30’	TBD*	TBD*

***** All development standards not covered herein will be assessed at time of Building Permit submittal to ensure compliance with the LDRs in place at that time.

Curb Cut and Access

Proposed Lot 3 contains an access easement for the benefit of 507 E Simpson Avenue as well as a driveway access for the current residence at 505 E Simpson Avenue. Because another lot will be added to the frontage which will require an additional curb cut for Lot 2, staff is recommending as a condition of approval that any new residence located on Lot 3 shall be required to access the lot from the existing access easement and remove the existing drive aisle that serves the current dwelling unit. The existing access easement shall be improved with an impermeable surface. Staff reasons that due to the curve in the road on East Simpson in this location, minimizing the amount of access points where automobiles may back out onto the road helps reduce the potential for accidents. Furthermore, reducing the number of curb cuts on this frontage will create an enhanced streetscape with additional greenspace. The Planning Commission removed this condition of approval and replaced it with a statement of intent requiring driveways to be located in such a way as to maximize on –street parking. Please see the Planning Commission discussion below for more information.

Sidewalk Improvements

The Pathways Director has provided the following comments in the Departmental Reviews,

> *The Community Streets plan specifies a 5’ detached sidewalk for development on Simpson Ave. The current application does not propose a sidewalk. This will have to be addressed at some point in the development process so that it does not fall through the cracks. Either a sidewalk will need to be constructed, a bond posted, or space allocated for a future sidewalk with a condition that the Town can construct a sidewalk when it so desires. Some mechanism to ensure that a sidewalk can be constructed in the future.*

Staff has added a condition of approval requiring the applicant to submit a bond in the amount of 125% of the cost sidewalk improvements, with the amount to be determined by the Town Engineer, and held by the Town until such time that sidewalk improvements are made on East Simpson Avenue, or for a period of no more than 5 years.

Park and School Exactions

The applicant has submitted worksheets for Park and School Exaction estimations, however, the lot is not subject to exaction fees until the time of plat recordation. At this point in time, Park Exactions are calculated at $2,700 and School Exactions are calculated at $2,000 one newly created singly family lot.

Affordable and Workforce Housing Fees

The applicant will be required to pay an Affordable and Workforce housing fee-in-lieu to be determined at the time of Building Permit approval for 2 single family units minus the credit for the existing 2,789 SF home currently located at 505 E Simpson that is to be demolished.

PLANNING COMMISSION

The applicant appeared before the Planning Commission on May 20, 2020 and received a unanimous recommendation of approval. The Planning Commission discussed the overall density proposed by the land division versus what could be built on site if the existing house were to be removed. The Planning Commission found that their initial unease about an increase in density was not a major concern because the proposal is be comparable to or even less than what could be built with one large house on the existing lot.

At the meeting the applicant requested removal of condition #3 that requires proposed Lot 3 to share and take access from the existing access easement on the eastern portion of the lot. The condition also would require that the existing drive aisle and curb cut servicing the single family home on the lot be removed and that the access easement be improved with an all-weather surface (i.e. paved or gravel). The applicant stated that they are concerned that the condition would require a shared access agreement, that the condition would prohibit cars from parking within the easement, would require space elsewhere on site for surface parking other than a garage, and would constrain the applicant's use of the property and site development. Lastly, the applicant contends that no one else in the neighborhood has to share access with another lot. The applicant feels that this would be a burden and would in essence require them to have their own mini HOA and covenants.

The Planning Commission removed condition #3 and replaced it with the following statement of intent,

> *3. Driveways and curb cuts shall be located to maximize on-street parking.*

Planning Staff has included our condition of approval in the suggested motion for Council's consideration and discussion as well as the Planning Commission's condition regarding on-street parking and driveway locations. Staff maintains that limiting curb cuts in this location helps maintain a more cohesive neighborhood character.

STAFF FINDINGS

Pursuant to Section 8.3.2 Development Plan of the Land Development Regulations, a development plan shall be approved upon finding the application:

1. ***Is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.***

The proposed development is located in District 3 Town Residential Core with both lots split between Subarea 3.1 East Jackson and Subarea 3.2 Core Residential of the 2012 Comprehensive Plan. Policy objectives for Subarea 3.1 East Jackson follow:

"This residential, STABLE Subarea is will continue to provide a variety of housing types, including single family, duplex and tri-plex with up to three units per lot when both a street and alley frontage is provided and up to two units per lot when only street or alley access is provided. Multifamily development is not currently found in this area and it not desirable in the future. Being a Stable Subarea, the size and scale of future buildings will be compatible with the existing character of the area, which includes a wide variety of building sizes and scales. Structures will be of comparable bulk and scale regardless of the number of units provided therein. Up to two stories will be allowed and may be configured in a variety of layouts, with both attached and detached units. Structures should be pulled toward the street where possible and building footprints should be minimized in order to allow for adequate yards and landscaping. Some areas with an existing single family character will maintain the characteristic in the future with only one dwelling unit per lot.

Complies. Staff has analyzed the proposed application for consistency with the Future Desired Characteristics of District 3 and the Character Defining Features of Subarea 3.1 East Jackson. In completing this analysis staff finds that the proposed application is consistent with the described future character of this area by proposing a 3-lot single-family subdivision with one dwelling per lot proposed at this time which does not increase the density beyond the allowance within the NL-3 zone. The proposed lots meet the minimum lot size requirement of this zone and the scale, bulk, and location of the structures of any new development will need to comply with the LDRs which will therefore make them consistent with the existing neighborhood character.

Policy objectives for Subarea 3.2 Core Residential follow:

This residential, TRANSITIONAL Subarea is currently made up of a variety of single family and multifamily residential types, with some existing larger residential developments and non-conforming commercial uses. Redevelopment, revitalization and reinvestment are highly desired in this subarea. Due to its central location in the core of Town near employment and Complete Neighborhood amenities, the future character of this subarea will include some increased density and larger buildings than in East Jackson (Subarea 3.1). In addition, to the development pattern described for East Jackson (Subarea 3.1), multifamily residential uses will be encouraged in order to replace existing commercial uses and to blend the borders of the Town Commercial Core (District 2) with the Town Residential Core (District 3). Multifamily structures will be predominantly found on larger residential lots and along mixed use corridors. The size and scale of multifamily structures will be predominantly two stories with three stories considered in specific cases with proper design. The density and intensity found in areas containing multifamily structures may be greater than what is generally allowable in other areas. For these larger structures, the dominant building mass should be located near the street and be broken into multiple smaller buildings when possible. Parking should be minimized and screened from view as much as possible. In areas where office uses currently exist, consideration should be given to allow a mix of office and residential uses. Future mixed use office development should be of the same bulk, scale and intensity of the residential uses.

Complies. Staff has analyzed the proposed application for consistency with the Future Desired Characteristics of District 3 and the Character Defining Features of Subarea 3.2 Core Residential. In completing this analysis staff finds that the proposed application is consistent with the described future character of this area by proposing a 3-lot single-family subdivision with one dwelling per lot. The proposal marginally increases density in this location, though the development is not multi-family which is desired in this location.

In addition, Staff has analyzed this application for consistency with the Policy Objectives of Character District 3: Town Residential Core as follows, finding that no other policies of the Jackson/Teton Comprehensive Plan are applicable.

Common Value 1: Ecosystem Stewardship

Not applicable.

Common Value 2: Growth Management

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

Complies. The resulting single-family units are identified as a desired type of housing according the Subarea 3.1 description.

Policy 4.3.a Preserve and enhance stable subareas.

Complies. This subdivision proposal will not change the character of the NL-3 zoning district as the proposed lots do not increase the overall density of the zone. The resulting lots are in keeping with the single-family character described by the stable Subarea 3.1 East Jackson.

Policy 4.3.b Create and develop transitional subareas.

Complies. While the proposal is not for multi-family development, the additional density is consistent with the existing character of the transitional Subarea 3.2 Core Residential.

Policy 4.4.d Enhance natural features in the built environment.

Not Applicable.

Common Value 3: Quality of Life

Policy 5.2.d Encourage deed-restricted rental units.

Not applicable.

Policy 5.3.b Preserve existing workforce housing stock.

Not applicable. The existing single family home built in 1975 will be required to be removed but will be replaced with two new homes.

Policy 7.1.c Increase the capacity for use of alternative transportation needs.

Not applicable.

2. ***Achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable.***

   Not applicable. Staff finds that the proposed Development Plan is not located in the NRO or the SRO.

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

   Complies. The development will be subject to mitigation of park and school impacts through payment of exactions at the ratio required in the LDRs for residential development at the time of Subdivision Plat recordation. Staff finds that the subdivision will not have a significant impact on other public facilities and services.

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

   Not Applicable. Design Guidelines do not apply to residential development less than three attached units.

5. ***Complies with all relevant standards of these LDRs and other Town Ordinances.***

   Complies. Staff finds that the Development Plan proposal is in compliance with all relevant LDR standards.

6. ***Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.***

   Complies.

ATTACHMENTS

Department Reviews
Applicant Submittal
Public Comment

PUBLIC COMMENT

Staff has received comment letters from neighboring property owners in opposition to the proposed land division which are attached to this report. In general, the comment letters find the proposal to be inconsistent with the existing neighborhood character, and disagree with the manner by which the applicant proposes to meet the minimum lot size requirements by adjusting property lines with 475 E Simpson Avenue. Additional concerns cite snow storage and parking demand as potential issues.

FISCAL IMPACT

There will be no significant fiscal impact to the Town if the proposed project is approved.

STAFF IMPACT

There will be no significant impact to staff resources if the proposed project is approved.

LEGAL REVIEW

Ongoing as required.

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

The Planning Director and Planning Commission recommend **approval** of a Development Plan for the property addressed as 475 and 505 East Simpson Avenue, subject to the department reviews attached hereto and the following three conditions of approval:

1. The applicant shall remove the existing detached single-family home from the property addressed as 505 East Simpson prior to recording a plat with the County Clerk.

2. The applicant shall provide a bond in the amount of 125% of the cost of sidewalk improvements, the cost of which to be determined by the Town Engineer, prior to recording a plat with the County Clerk. The Town shall hold the bond until such time that sidewalk improvements are made on East Simpson Avenue or for a period of no more than 5 years unless extended by Town Council.

3. Driveways and curb cuts shall be located to maximize on-street parking.

   Alternative staff condition #3:

   Proposed Lot 3 shall be required to share and take access from the existing access easement on the eastern portion of the lot. The existing drive aisle servicing the current residence at 505 East Simpson shall be removed and returned to greenspace. The access easement shall be improved with an impermeable surface.

SUGGESTED MOTION

Based upon the findings for a Development Plan as presented in the staff report and by the applicant related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Compliance with Town Design Guidelines; 5) Compliance with LDRs & Town Ordinances; 6) Conformance with past permits & approvals for Item P20-062, I move to make findings 1-6 as set forth in Section 8.3.2.C (Development Plan) of the Land Development Regulations to **approve** a 3-lot subdivision of the two lots located at 475 and 505 East Simpson Avenue, subject to the department reviews attached to this staff report dated July 2, 2020, and the following three conditions of approval:

1. The applicant shall remove the existing detached single-family home from the property addressed as 505 East Simpson prior to recording a plat with the County Clerk.

2. The applicant shall provide a bond in the amount of 125% of the cost of sidewalk improvements, the cost of which to be determined by the Town Engineer, prior to recording a plat with the County Clerk. The Town shall hold the bond until such time that sidewalk improvements are made on East Simpson Avenue or for a period of no more than 5 years unless extended by Town Council.

3. Driveways and curb cuts shall be located to maximize on-street parking.

   Alternative staff condition #3:

   Proposed Lot 3 shall be required to share and take access from the existing access easement on the eastern portion of the lot. The existing drive aisle servicing the current residence at 505 East Simpson shall be removed and returned to greenspace. The access easement shall be improved with an impermeable surface.

Project Plan Review History

PLANNING

Project Number	P20-062		**Applied**	3/25/2020	STOL
Project Name	Dev Plan - 505 E. Simpson		**Approved**		
Type	DEVPLAN		**Closed**		
Subtype	LAND DIVISION		**Expired**		
Status	STAFF REVIEW		**Status**		
Applicant	Jorgensen Associates, P.C.	**Owner**	505 SIMPSON LLC		

Site Address	City	State	Zip
505 E SIMPSON AVENUE	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
	22411634188002	

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Building Kelly Sluder	APPROVED	3/25/2020	4/15/2020	4/6/2020	
Fire Kathy Clay	NO COMMENT	3/25/2020	4/15/2020	4/3/2020	
Joint Housing Dept Stacy Stoker		3/25/2020	4/20/2020		
Legal Lea Colasuonno		3/25/2020	4/20/2020		
Parks and Rec Steve Ashworth (4/9/2020 9:58 AM STOL) No comment from P&R on P20-062. Andy Erskine, CPSI	NO COMMENT	3/25/2020	4/15/2020	4/8/2020	
Pathways Brian Schilling (4/16/2020 4:00 PM STOL) P20-062, 505 E. Simpson DEV Comments from Teton County/TOJ Pathways Department Status: approved w/conditions • Sidewalks o The Community Streets plan specifies a 5' detached sidewalk for development on Simpson Ave. The current application does not propose a sidewalk. This will have to be addressed at some point in the development process so that it does not fall through the cracks. Either a sidewalk will need to be constructed, a bond posted, or space allocated for a future sidewalk with a condition that the Town can construct a sidewalk when it so desires. Some mechanism to ensure that a sidewalk can be constructed in the future.	APPROVED W/CONDITI	3/25/2020	4/15/2020	4/16/2020	

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Planning Brendan Conboy		3/25/2020	4/15/2020		
Police Todd Smith (4/15/2020 4:00 PM STOL) Request for proper addressing that is visible for first responders. No other concerns. Todd	APPROVED W/CONDITI	3/25/2020	4/15/2020	4/15/2020	
Public Works Jeff Silliman (4/14/2020 3:14 PM JSIL) Development Plan – APPROVED P20-062 ADDRESS: 505 E Simpson OWNER: 505 Simpson LLC APPLICANT: Jorgensen Associates – Ron Levy 4/14/2020 Jeff Silliman, 733-3079 DATE OF SUBMITTAL: 4/13/2020 DATE OF MATERIALS: 3/25/2020 (Jorgensen Report) REVISION NO.: The engineering division has reviewed your application for a DEVELOPMENT PLAN submitted on and with application materials as dated above. *The following comments are being provided for use in preparation of future applications and are required for sufficiency. PROJECT SPECIFIC COMMENTS 1. Note: Existing sewer service to lot 14a off East Simpson main. Lot 14b will require a new sewer service from the main prior to future building permit approval. 2. Each lot (14a and 14b) will require individual water and sewer service prior to future building permit approval. 3. A demolition permit is required for each existing structure to be removed from the site. Water and sewer services to be abandoned for the project shall be abandoned at the main during the demolition phase of the project.	APPROVED	3/25/2020	4/15/2020	4/14/2020	see notes
START Darren Brugmann		3/25/2020	4/15/2020		

Development Plan
For
475 and 505 East Simpson Avenue



Applicant:
505 E. Simpson, LLC
P.O. Box 642
Jackson, Wyoming 83001

Town of Jackson
Submittal Date: March 25, 2020
Project No. 18125.20

Prepared by:

Jorgensen Associates, Inc.
Engineers, Land Surveyors, & Planners
1315 Highway 89 South, Suites 201 & 203 83001
P.O. Box 9550 - Jackson, WY 83002
307.733.5150

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E. PROPOSED DEVELOPMENT PROGRAM – See attached templates in Section 4 of this application. 3

F. LANDSCAPING – Existing conditions located at 475 E. Simpson Avenue meet the standards set forth by Section 2.2.4. of the LDRs and all future development will be in compliance with 2.2.4.C. of the LDRs. 3

G. ENVIRONMENTAL STANDARDS – The subject property is not located in either the Scenic Resource Overlay (SRO) or the Natural Resource Overlay (NRO). 4

H. NATURAL HAZARDS TO AVOID – Not Applicable. 4

I. SIGNS – No signage is proposed with this application. 4

J. GRADING, EROSION CONTROL, STORMWATER – Future development will be in compliance with the standards set forth by Section 2.2.4. and Section 5 of the LDRs. 4

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SECTION 1 – PROJECT BACKGROUND AND OVERVIEW

A. PROJECT BACKGROUND

In 2005, Lots 10, 11, and 12 of Plat 131 where vacated to create only the two residential lots 13 and 14 of Plat 1168. The co-applicants seek approval for a land division that will reestablish 3 lots, and the crucial housing opportunities associated with them, over the same lands. Approval of this Development Plan (DEV) would essentially restore the vacated residential unit in a stable subarea of the Neighborhood Low Density 3 (NL-3) Zone and District 3.1: East Jackson of the Comprehensive Plan. Lot 13 of Plat 1186 will remain unchanged and in conformance with relevant standards set forth by the LDRs for the NL-3 Zone (See **Exhibit B** in **Section 3** of this application).

The 505 E. Simpson, LLC property is located at 505 East Simpson Avenue and is comprised of 0.32 acres (13,939 square feet) of land located within the Town of Jackson, Teton County Wyoming (**Subject Property 505**). The subject property is legally described as Lot 14 of the John D. Hall Ninth Addition to the Town of Jackson, Plat 1186, Teton County, Wyoming. At present, one (1) single-family home, built in 1975, with 2,789 square feet of habitable floor area exists on the property.

The Lisa Elenz property is located at 475 East Simpson Avenue and is comprised of 0.23 acres (10,018 square feet) of land located within the Town of Jackson, Teton County Wyoming (**Subject Property 475**). The subject property is legally described as Lot 7, Block 1, of the John D. Hall Plat in the Town of Jackson, Plat 278, Teton County, Wyoming. At present, one (1) single-family home, built in 1977, with 1,424 square feet of habitable floor area exists on the property.

Parcel Identification Numbers involved in this Development Plan:

John D. Hall Ninth Addition
Lot 13: 22-41-16-34-1-88-001
Lot 14: 22-41-16-34-1-88-002 (Subject Property 505)

Block 1, Bruce Porter Subdivision 2nd Filing
Lot 7: 22-41-16-34-2-11-001 (Subject Property 475)

B. OWNER & PROJECT TEAM INFORMATION

PROPERTY OWNERS & CO-APPLICANTS:
Lot 14, Plat 1186
505 E. Simpson, LLC
c/o Andrew Miller
P.O. Box 642
Jackson, Wyoming 83001

Lot 7, Plat 278
Lisa Elenz
1801 S. Manitou Avenue
Boise, Idaho 83706

LAND PLANNING, SURVEY & OWNERS' REPRESENTATIVE
Jorgensen Associates, Inc.
1315 Highway 89 South, Suites 201 & 203; 83001
P.O. Box 9550 Jackson, Wyoming 83002
307-733-5150

C. DEVELOPMENT PROPOSAL

This DEV seeks approval for land division of developed property within the Town of Jackson which is allowed per Section 2.2.2.4.D. of the Land Development Regulations (LDRs). Together, the owners of Property 505 and Property 475 (**Properties**) will be co-applicants in submitting this Development Plan (DEV) for a Land Division pursuant to Section 2.2.2.4.D. of the Town of Jackson Land Development Regulations (LDRs). The owners of Lot 14 seek to vacate Lot 14 from Plat 1186. Concurrently, the owner of Lot 7 seeks to vacate Lot 7 from Plat 278; together, the co-applicants seek to combine lands and divide said lands by new Plat into 3 single-family lots, each with access from East Simpson Avenue, and each keeping in character with the existing neighborhood. The approval of this application would restore a previously vacated residential unit while keeping in character with the existing neighborhood in East Jackson. All required infrastructure, access, utilities, and services exist. A new Subdivision Plat application and demolishing permit for the existing single-family home located at 505 east Simpson Avenue will be submitted after approval of this application. Residential Subdivision Requirements apply.

D. FINDINGS FOR APPROVAL

1. Division 8.3.2.C Development Plan Findings for Approval

a. Is consistent with the desired future character for the site in the Jackson/Teton County Comprehensive Plan. The subject properties are located within the District 3: Town Residential Core of the Jackson / Teton County Comprehensive Plan. This District is characterized as having a variety of housing types and forms and primarily occupied by the local workforce. The approval of this application would help to meet our community's Growth Management and workforce housing goals by restoring a valuable residential unit withing District 3. **Complies.**

b. Achieves the standards and objectives of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable. The subject property is not located in either the Natural Resource Overlay or the Scenic Resource Overlay, and this finding is therefore not applicable. **Not Applicable.**

c. Does not have significant impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police fire, and EMS facilities. Historically, 3 residential units were approved for these lands by the John D. Hall Addition in 1947, whereas only 2 residential units exist now as depicted by Plat 1186. The approval of this application would restore one single-family residential unit, thereby not adversely impacting public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police fire, and EMS facilities. **Complies.**

d. Complies with all relevant standards of these LDRs and other County Resolutions. The applicant seeks approval for a land division that will create one new lot that is compliant with all the relevant standards of these LDRs and other County Resolution. All development setbacks and bulk and scale restrictions will be adhered to. **Complies.**

e. Is in substantial conformance with all standards or conditions of any prior or applicable permits or approvals. This development plan would ultimately restore a previously approved single-family lot that was vacated from the John D. Hall Plat, Plat 131, by the John D. Hall Ninth Addition, Plat 1168. The approval of this application would essentially bring the vacated lot and its development opportunity back into existence. **Complies.**

E. PROPOSED DEVELOPMENT PROGRAM – See attached templates in **Section 4** of this application.

F. LANDSCAPING – Existing conditions located at 475 E. Simpson Avenue meet the standards set forth by Section 2.2.4. of the LDRs and all future development will be in compliance

with 2.2.4.C. of the LDRs.

G. ENVIRONMENTAL STANDARDS – The subject property is not located in either the Scenic Resource Overlay (SRO) or the Natural Resource Overlay (NRO).

H. NATURAL HAZARDS TO AVOID – Not Applicable.

I. SIGNS – No signage is proposed with this application.

J. GRADING, EROSION CONTROL, STORMWATER – Future development will be in compliance with the standards set forth by Section 2.2.4. and Section 5 of the LDRs.

K. ALLOWED USES & USE REQUIREMENTS

1. **Allowed Uses** – This application proposes a land division for three single-family residential lots and is in compliance with the standards set forth by Section 2.2.4.C. of the LDRs.

2. **Parking** – The proposed use for these lots is detached single-family residential units requiring 2 parking spaces per dwelling unit. Existing conditions located at 475 E. Simpson Avenue meet this criterion and all future development will be in compliance with 2.2.4.C. of the LDRs.

3. **Maximum Scale of Use** – Not all allowed uses in the NL-3 Zone are demonstrated below; Open space agriculture, Transportation/Infrastructure, and Temporary gravel extraction have been excluded for practical reasons.

ALLOWED USE AND USE STANDARDS					
Allowed Uses				Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Residential					
Detached Single-Family Unit	Y	1 per lot	8,000sf habitable excluding basement	2/DU	0.000017(sf) + (Exp(-15.49 + 1.59*Ln(sf)))/2.176
Accessory Uses					
Accessory Residential Unit	B	1 per lot	< 1,000sf	1/DU if < 2 bedrooms and < 500sf; otherwise, 1.5/DU	exempt
Home Occupation	B	n/a	n/a	n/a	exempt
Home Business	B	n/a	n/a	1/employee	exempt
Family Home Daycare	C	n/a	n/a	1/employee + 1 off street pick up/drop off	exempt
Temporary Uses					
Temporary Shelter	B	1 per lot	n/a	2/DU	exempt

4. Operational Standards

a. Outdoor Storage – The use of the front yard (street yard) of a residential use for the storage of boats, snowmobiles, trailers, RVs, and similar motor vehicles and equipment is prohibited in the NL-3 Zone. The storing of structures of any kind is not permitted in the NL-3 Zone. The storage of any vehicle on vacant property in a residential zone for more than 3 consecutive days is prohibited. This includes boats, rafts, trailers, snowmobiles, campers, RVs and similar vehicles, and equipment. This also includes heavy equipment, construction equipment, and construction materials.

b. Refuse and Recycling – Not required in the NL-3 Zone for development of less than 4 units.

c. Noise – Maximum noise shall not exceed 55 BDA at the property line. Exceptions to this level are set forth in Section 6.4.3.B. of the LDRs.

d. Vibration – Except for temporary construction operations and blasting for avalanche control, no activity shall cause or create a displacement for the frequencies prescribed in Section 6.4.4. of the LDRs.

e. Electrical Disturbances – No use or activity shall be permitted which creates electrical disturbances that affect the operation of any equipment, such as radio and television interference, beyond the boundaries of the site.

f. Fire and Explosive Hazards – All operations on properties included in this application will be in compliance with Fire Codes and any Structural Storage Facilities are subject to the standards set forth in Section 6.4.6.B. of the LDRs.

g. Heat and Humidity – Exempt.

h. Radioactivity – Exempt.

L. ALLOWED SUBDIVISION AND DEVELOPMENT OPTIONS

1. **Land Division Standards** – This application is in compliance with the standards set forth by Section 7.2.3. of the LDRs.

2. **Condominium and Townhouse Subdivision** – Not applicable. Condominium or townhouse subdivision of this property is not an allowed use in the NL-3 Zone.

M. RESIDENTIAL SUBDIVISION REQUIREMENTS

1. **Parks and School Exactions** – The proposed application results in creating one new lot for residential use that is subject to development exactions. Exaction calculations have been tabulated based upon the Town of Jackson baseline of one single-family home with 3 bedrooms for each newly recorded lot and are attached in **Section 3** of this application.

N. INFRASTRUCTURE

1. **Transportation Facilities** – Existing.

2. **Required Utilities** – Existing.

SECTION 2 – ENGINEER'S REPORT

A. INTRODUCTION

This Development Plan Engineer's Report is intended to provide the engineering basis for design and to discuss engineering related issues for the land division of the properties located at 475 and 505 East Simpson Avenue with a legal description of: Lot 14 of the John D. Hall Ninth Addition to the Town of Jackson, Plat 1186, and Lot 7, Block 1, of the John D. Hall Plat in the Town of Jackson, Plat 278, Teton County, Wyoming.

B. SETTING

The properties are located in the eastern portion of the Town of Jackson. One single-family residence exists on both Lot 14 and Lot 7. The proposed development plan will vacate Lot 14 and Lot 7 and result in a land division creating 3 new lots that are in compliance with the standards of the NL-3 Zone. Historically, the third new lot created was previously vacated by and incorporated into a two lot subdivision by Plat 1186.

C. SOILS AND SITE CONDITIONS

No soils investigation has been done specifically for this development. No development is proposed with this application and the lots are proposed in an area with existing development. A soils investigation may be conducted once development is proposed. The existence of development on this and nearby lots suggest the area has adequate soils conditions to support typical residential structures.

D. GROUNDWATER, STREAMS, & RIVERS

No streams, rivers, irrigation ditches, or lakes are nearby this development. No groundwater investigation has been conducted as part of this development. Typical groundwater elevations for this area range from 12 ft. to 20 ft.

E. GRADING, EROSION CONTROL, DRAINAGE, & STORMWATER

No grading or physical development is proposed for this application. Future development will be required to address grading, erosion control, stormwater, and drainage.

F. ROADS AND ACCESS

Access to the proposed Lots 1, 2 and 3 is accessed via the East Simpson Avenue, a public right-of-way.

G. TRAFFIC

The previously approved single-family residential lot existing prior to Plat 131 will be reestablished with the approval of this application and subsequent Subdivision Plat. While traffic counts may increase due to the development of an additional residential unit in the NL-3 Zone, this was anticipated prior to the approval of Plat 131 and the increased traffic counts will not, taken

individually, adversely affect public facilities and services, including streets, police, and fire and emergency medical services.

H. PARKING

A total of 6 parking spaces for a total of 3 residential units will be required for the future development of this property. The NL-3 standards require a total of 6 parking spaces with 2 parking spaces per each Dwelling Unit.

I. PATHWAYS

There are no pathways or sidewalks existing along either side of the East Simpson Avenue Corridor. None are being proposed with this application.

J. WATER

Potable water for proposed residential units will connect to the Town of Jackson water system. A new water service meeting Town Standards will need to be constructed for one of the new lots. From the Town's GIS a 6" water main is located in Simpson Street in front of these properties. The 505 property appears to have two water mains (8" and 12") located along the east property line. The addition of one single family lot to the Town water system will not, individually, adversely affect the Town's potable water supply and distribution system.

K. WASTEWATER

The wastewater system for the proposed residential units will connect to the Town of Jackson wastewater collection and treatment systems. The two existing properties are served by separate sewer mains. The 475 property is served by a sewer main from the northwest corner of the property and the 505 property is served from a main in Simpson Street. A new sewer service meeting Town Standards will need to be constructed for one of the new lots.

L. CABLE UTILITIES AND GAS

Typical cable utility and gas services are available to the lots.

M. SNOW STORAGE

The properties will be required to comply with the required square footage for development of these lots, including snow storage.

SECTION 3 – RESPONSE TO PHYSICAL DEVELOPMENT REQUIREMENTS

- **3.1 Park Exactions**
- **3.2 School Exactions**

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SECTION 4 – EXSITING CONDITIONS AND DEVELOPMENT ANALYSIS

- **4.1 Existing Conditions**
- **4.2 Proposed Development Programs**
- **4.3 Proposed Conditions**
- **4.4 Development Summary and Calculations**

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SECTION 5 – APPLICATION MATERIALS

- **5.1 Application**
- **5.1.2 Pre-Application Conference Summary**
- **5.2.1 Quitclaim Deeds**
- **5.2.2 Letters of Authorization**
- **5.3.1 Title Report for Lot 14**
- **5.3.2 Title Report for Lot 7**
- **5.4.1 Plat 131**
- **5.4.2 Plat 1186**
- **5.4.3 Plat 278**

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DEVELOPMENT EXACTIONS
For
475 & 505 East Simpson Land Division

School Exactions Calculations					
Single-family		Units			Land Dedication
0.02	x	1		=	0.02
Cash in Lieu					
0.02	x	$	100,000	=	**$ 2,000**
Park Exactions Calculations					
Type	Quantity				
2 Bedroom	0		2	=	0
3 Bedroom	1		3	=	3
				Projected Residents	3
Projected Residents		Acres			Required Acreage
3	x	9/1000		=	0.027
Cash in Lieu					
0.027	x	$	100,000	=	**$ 2,700**

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS
DATE: 03/12/2020

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: 475 & 505 East Simpson Land Division

2. LOCATION: 475 & 505 East Simpson Avenue

3. PROJECT NUMBER: P20-012

4. CALCULATE PROPOSED PROJECT POPULATION:

UNIT TYPE	# OF UNITS	X	PERSONS HOUSED PER UNIT	PROJECTED POPULATION
STUDIO			1.25	
1 BEDROOM			1.75	
2 BEDROOM			2.25	
3 BEDROOM	1		3.00	3.00
4 BEDROOM			3.75	
5 BEDROOM			4.50	
EACH ADDITIONAL BEDROOM			0.50	
DORMITORY			1 per 150 sf of net habitable area	
TOTAL				3

5. CALCULATE REQUIRED PARK ACREAGE:

3 TOTAL PROJECTED POPULATION X 9 ACRES / 1000 RESIDENTS = 0.027 REQUIRED ACRES

6. CALCULATE CASH-IN-LIEU:

0.027 REQUIRED ACRES X $100,000 (VALUE OF LAND) = $ 2,700 CASH-IN-LIEU

7. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.2 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACTIONS
DATE: 03/12/2020

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: 475 & 505 East Simpson Land Division

2. LOCATION: 475 & 505 East Simpson Avenue

3. PROJECT NUMBER: P20-012

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
.O2O ACRES PER UNIT SINGLE & TWO-FAMILY		475 & 505 East Simpson Avenue		0.020
.015 ACRES PER UNIT MULTI-FAMILY				

5. CALCULATE CASH IN-LIEU:

0.020 LAND DEDICATION STANDARD X $100,000 (VALUE OF LAND) = $ 2,700 CASH-IN-LIEU

6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.3 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

LEGEND

N00°00'08"W 149.81' — Record bearing & distance PLAT 1186

Section line

Sixteenth Section line

Quarter section line

Cache Creek

Lot lines, subject properties

Adjoining property line

Existing Easement, as noted

Existing Access Easement for Lot 13, Plat 1186

Existing structure

Existing structural setbacks

Existing Landscape Surface Ratio

Existing Site Development

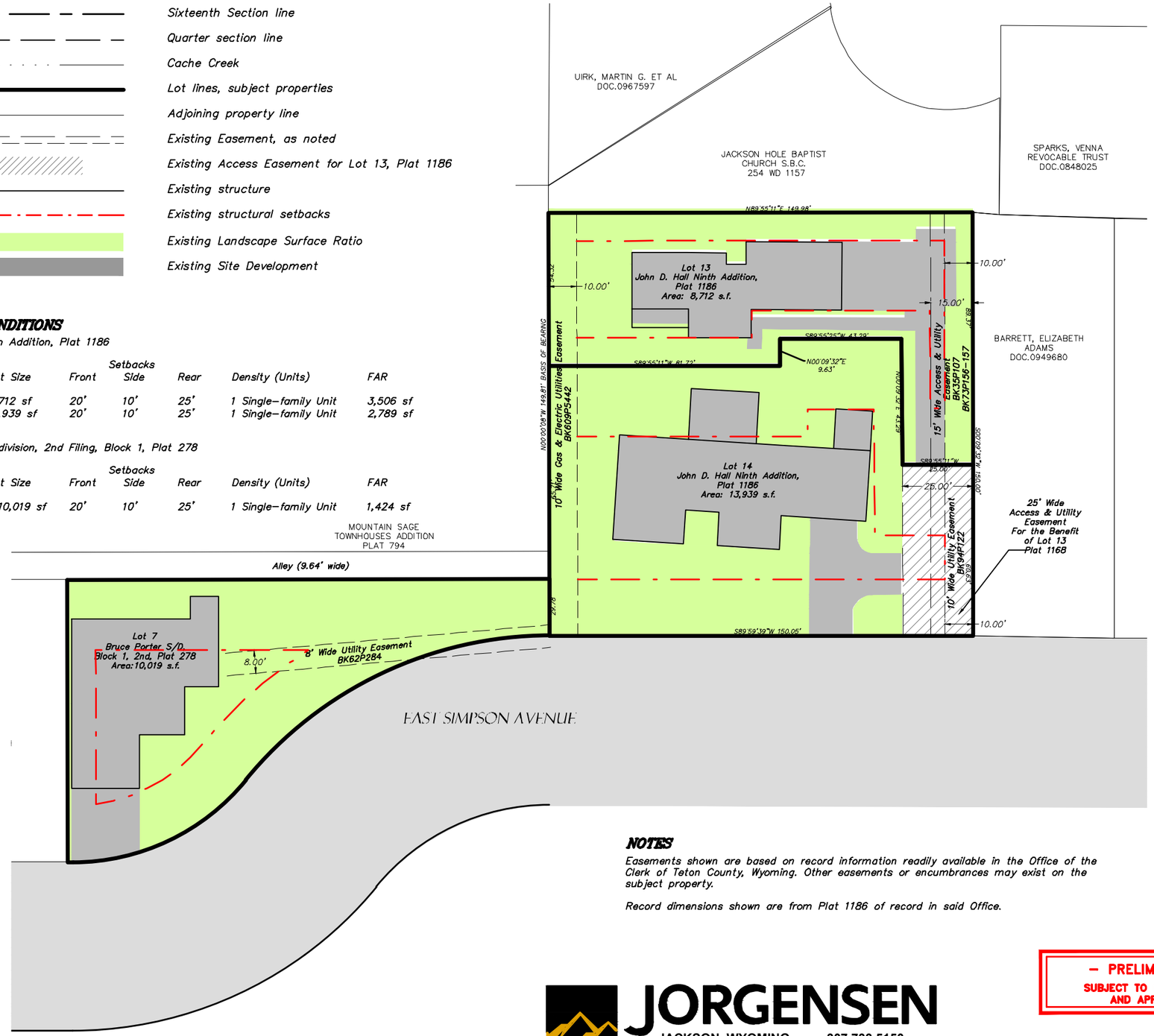
EXISTING CONDITIONS

John D. Hall Ninth Addition, Plat 1186

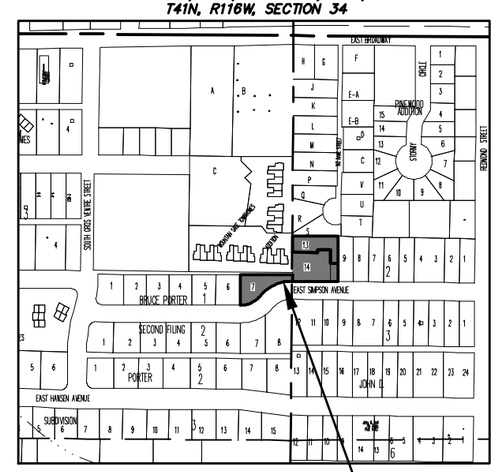
	Lot Size	Setbacks Front	Side	Rear	Density (Units)	FAR
Lot 13	8,712 sf	20'	10'	25'	1 Single-family Unit	3,506 sf
Lot 14	13,939 sf	20'	10'	25'	1 Single-family Unit	2,789 sf

Bruce Porter Subdivision, 2nd Filing, Block 1, Plat 278

	Lot Size	Setbacks Front	Side	Rear	Density (Units)	FAR
Lot 7	8,10,019 sf	20'	10'	25'	1 Single-family Unit	1,424 sf



PT. NW1/4NE1/4, PT. NE1/4NW1/4
T41N, R116W, SECTION 34



VICINITY MAP
SCALE: 1" = 500 FEET

0 40 80

SCALE: 1 INCH = 40 FEET
THIS SCALE VALID ONLY FOR 11x17 PRINTS

NOTES

Easements shown are based on record information readily available in the Office of the Clerk of Teton County, Wyoming. Other easements or encumbrances may exist on the subject property.

Record dimensions shown are from Plat 1186 of record in said Office.

EXHIBIT A

EXISTING CONDITIONS FOR
LOT 7, Plat 278
&
LOT 13 and 14, Plat 1186

LOCATED WITHIN
PT. NW1/4NE1/4, PT. NE1/4NW1/4
Section 34,
Township 41 North, Range 116 West, 6th P.M.
Teton County, Wyoming

– PRELIMINARY –
SUBJECT TO CORRECTION AND APPROVAL

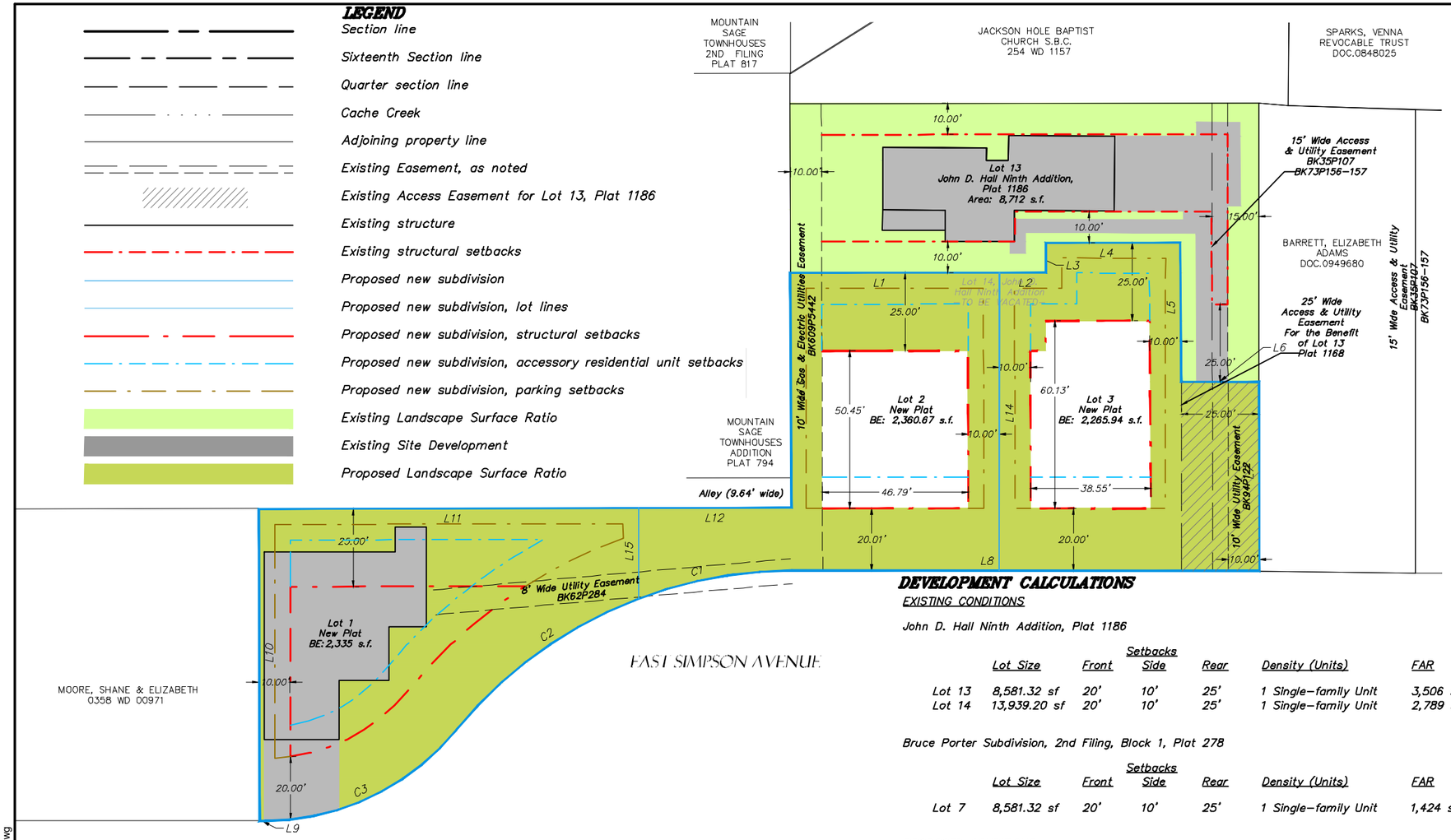
JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

PREPARED BY: YL MAP PREPARED: 03/12/2020 PROJECT NUMBER: 19001.20

P:\2019\19001 - 505 Simpson\20-Planning\CAD\19001_Development Plan-FINAL.dwg

LEGEND

- Section line
- Sixteenth Section line
- Quarter section line
- Cache Creek
- Adjoining property line
- Existing Easement, as noted
- Existing Access Easement for Lot 13, Plat 1186
- Existing structure
- Existing structural setbacks
- Proposed new subdivision
- Proposed new subdivision, lot lines
- Proposed new subdivision, structural setbacks
- Proposed new subdivision, accessory residential unit setbacks
- Proposed new subdivision, parking setbacks
- Existing Landscape Surface Ratio
- Existing Site Development
- Proposed Landscape Surface Ratio



LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N89°59'44"W	81.95	L6	N89°52'42"W	24.94	L11	S89°51'49"W	170.72
L2	N89°59'44"W	81.95	L7	N00°05'08"W	60.60	L12	S89°51'49"W	170.72
L3	S00°14'20"W	9.59	L8	S89°56'17"E	149.99	L13	S00°17'49"E	75.27
L4	S89°57'55"W	43.06	L9	N89°51'46"E	1.92	L14	S00°03'43"W	95.49
L5	N00°27'47"W	44.55	L10	S00°07'30"E	100.00	L15	N00°08'15"W	29.06

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	122.99	139.22	50°36'56"	N64°33'15"E	119.03
C2	122.99	139.22	50°36'56"	N64°33'15"E	119.03
C3	69.98	79.22	50°36'58"	N64°33'16"E	67.73

DEVELOPMENT CALCULATIONS

EXISTING CONDITIONS

John D. Hall Ninth Addition, Plat 1186

	Lot Size	Front	Setbacks Side	Rear	Density (Units)	FAR
Lot 13	8,581.32 sf	20'	10'	25'	1 Single-family Unit	3,506 sf
Lot 14	13,939.20 sf	20'	10'	25'	1 Single-family Unit	2,789 sf

Bruce Porter Subdivision, 2nd Filing, Block 1, Plat 278

	Lot Size	Front	Setbacks Side	Rear	Density (Units)	FAR
Lot 7	8,581.32 sf	20'	10'	25'	1 Single-family Unit	1,424 sf

PROPOSED CONDITIONS

John D. Hall Ninth Addition, Plat 1186

	Lot Size	Front	Setbacks Side	Rear	Density (Units)	FAR
Lot 13	8,581.32 sf	20'	10'	25'	1 Single-family Unit	3,506 sf
Lot 14	vacated	–	–	–	–	–

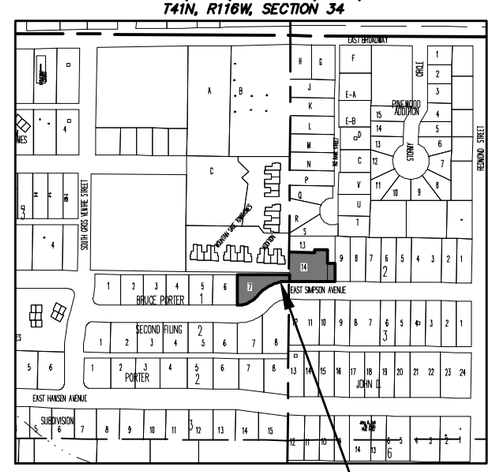
Bruce Porter Subdivision, 2nd Filing, Block 1, Plat 278

	Lot Size	Front	Setbacks Side	Rear	Density (Units)	FAR
Lot 7	vacated	–	–	–	–	–

New Subdivision Plat

	Lot Size	Front	Setbacks Side	Rear	Density (Units)	FAR
Lot 1	8,496.58 sf	20'	10'	25'	1 Single-family Unit	1,424 sf
Lot 2	7,501.10 sf	20'	10'	25'	1 Single-family Unit	3,000 sf Max
Lot 3	7,501.00 sf	20'	10'	25'	1 Single-family Unit	3,000 sf Max

PT. NW1/4NE1/4, PT. NE1/4NW1/4
T41N, R116W, SECTION 34



VICINITY MAP
SCALE: 1" = 500 FEET

SUBJECT PROPERTIES

NOTES

This survey was conducted in October and November of 2019 and in April of 2020 and prepared under the direction of Jonathan H. Patterson, Wyoming PLS 13629, and does not include an engineering review.

Easements shown are based on record information readily available in the Office of the Clerk of Teton County, Wyoming. Other easements or encumbrances may exist on the subject property.

Record dimensions shown are from Plat 278 and Plat 1186 of record in said Office.

BASIS OF BEARINGS for this survey is S89°49'42"E on

— PRELIMINARY —
SUBJECT TO CORRECTION AND APPROVAL

0 40 80
SCALE: 1 INCH = 40 FEET
THIS SCALE VALID ONLY FOR 11x17 PRINTS

EXHIBIT B

PROPOSED CONDITIONS FOR LOT 7, Plat 278 & LOT 14, Plat 1186

LOCATED WITHIN
PT. NW1/4NE1/4, PT. NE1/4NW1/4
Section 34,
Township 41 North, Range 116 West, 6th P.M.
Teton County, Wyoming

JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

PREPARED BY: YL MAP PREPARED: 03/12/2020 PROJECT NUMBER: 19001.20

P:\2019\19001 - 505 Simpson\20-Planning\CAD\19001_Development Plan-FINAL.dwg

PROPOSED DEVELOPMENT PROGRAM
Planning & Building Department
Planning Division

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

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

PROPOSED DEVELOPMENT PROGRAM 475 East Simpson Avenue - Lot 7, Plat 278		
Area Calculations. ***Please complete for each affected lot or parcel.***		
10,019 SF	**Base Site Area**	**Adjusted Site Area**
Gross Site Area		
Land within road easements and rights-of-way	--	-
Land within existing vehicular access easements		
Land between levees or banks of rivers and streams	-	-
Lakes or ponds > 1 acre	-	-
Land previously committed as open space in accordance with these or prior LDRs	-	
50% of lands with slopes greater than 25%	-	
Calculated Totals	10,019 SF	10,019 SF

Development Calculations. ***Please complete for each structure or use.***				
	LDR Standard	**Existing**	**Proposed**	**Gross**
Number of units or density	1 DU per Lot	1	0	1
Floor area (by use if applicable)		Residential	Residential	Residential
FAR or maximum floor area	0.40	1,424	0	1,424
Site Development	0.55	3,062	0	3,062
Landscape Surface Ratio	0.45	6,555	5,434	(1,121)
Setbacks				
Front or street yard	20'	20'	20'	-
Rear yard	25'	25'	25'	-
Side yard	10'	10'	10'	-
Side yard	10'	10'	10'	-
Height	30'	30'	30'	-

SITE PLAN—MINIMUM STANDARDS

Planning & Building Department
Planning Division

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

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

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

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

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

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Gross Site Area		
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Land between levees or banks of rivers and streams	-	-
Lakes or ponds > 1 acre	-	-
Land previously committed as open space in accordance with these or prior LDRs	-	
50% of lands with slopes greater than 25%	-	
Calculated Totals	10,019 SF	10,019 SF

Development Calculations. ***Please complete for each structure or use.***				
	LDR Standard	**Existing**	**Proposed**	**Gross**
Number of units or density	1 DU per Lot	1	0	1
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Side yard	10'	10'	10'	-
Side yard	10'	10'	10'	-
Height	30'	30'	30'	-

SITE PLAN—MINIMUM STANDARDS

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Side yard	10'	10'	10'	-
Height	30'	30'	30'	-

SITE PLAN—MINIMUM STANDARDS

Planning & Building Department
Planning Division

150 E Pearl Ave.
P.O. Box 1687
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JORGENSEN
It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 201
Jackson, WY 83002
PH: 307.733.5150
|www.jorgeng.com

DEVELOPMENT SUMMARY AND CALCULATIONS

475, 505 and 507 East Simpson Avenue

			NL-3 Zone Standards							
			Lot Size 7,500 (min)	**FAR (max)** 0.4	**Existing FAR***	**Site Development (max)** 0.55	**Existing Site Development**	**Landscape Surface Ratio (min)** 0.45	**Existing Landscape Surface Ratio**	***Complies***
Existing Conditions	**Plat 1186**									
	Lot 13	8,712	3,485	3,506		4,792	3,816	3,920	4,808	*no*
	Lot 14	13,939	5,576	2,789		7,667	4,309	6,273	8,042	*yes*
	Plat 278									
	Lot 7	10,019	4,008	1,424		5,510	3,062	4,508	6,555	*yes*
			FAR (max)	**Proposed FAR***		**Site Development (max)**	**Proposed Site Development**	**Landscape Surface Ratio (min)**	**Proposed Landscape Surface Ratio**	
Proposed Conditions	**Plat 1186**									
	Lot 13	8,712	3,485	3,506		4,792	3,816	3,920	4,808	*no*
	New Plat									
	Lot 1	8,894	3,558	1,424		4,892	3,062	4,002	5,434	*yes*
	Lot 2	7,532	3,013	-		4,142	-	3,389	-	*yes*
	Lot 3	7,532	3,013	-		4,142	-	3,389	-	*yes*

**FAR based on Teton County GIS Assessor's data*

PLANNING PERMIT APPLICATION
Planning & Building Department

150 E Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
www.townofjackson.com

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: 505 East Simpson Ave.

Physical Address: 475 & 505 East Simpson Avenue, Jackson, Wyoming

Lot, Subdivision: Lot 7, Plat 278 & Lot 14, Plat 1186 PIDN: 22-41-16-34-1-88-002 & 22-41-16-34-2-11-001

PROPERTY OWNER.

Name: 505 Simpson, LLC & Lisa Elenz Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

APPLICANT/AGENT.

Name: Jorgensen Associates, Inc. c/o Ron Levy Phone: 307-733-5150

Mailing Address: P.O. Box 9550, Jackson, Wyoming ZIP: 83002

E-mail: rlevy@jorgeng.com

DESIGNATED PRIMARY CONTACT.

_____Property Owner X Applicant/Agent

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

Use Permit

_____Basic Use

_____Conditional Use

_____Special Use

Relief from the LDRs

_____Administrative Adjustment

_____Variance

_____Beneficial Use Determination

_____Appeal of an Admin. Decision

Physical Development

_____Sketch Plan

X Development Plan

_____Design Review

Subdivision/Development Option

_____Subdivision Plat

_____Boundary Adjustment (replat)

_____Boundary Adjustment (no plat)

_____Development Option Plan

Interpretations

_____Formal Interpretation

_____Zoning Compliance Verification

Amendments to the LDRs

_____LDR Text Amendment

_____Map Amendment

Miscellaneous

_____**Other:** _____

_____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 #: P20-012 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?

X **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

X **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.

X **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 — Date: 3/12/2020

Ron Levy — Name Printed

Land Use Planning — Title

PRE-APPLICATION CONFERENCE SUMMARY

Planning & Development Department
Planning Division

150 E Pearl Ave. | ph: (307) 733-o440
P.O. Box 687 | fax: (307) 734-3563
Jackson, WY 83001 | www.townofjackson.com

This Summary will be prepared by Planning Staff. The applicant, or the applicant's agent, shall receive a copy of this summary for their reference in submitting a sufficient application.

Staff may request additional materials during review as needed to determine compliance with the LDRs.

PRE-APPLICATION MEETING GENERAL INFORMATION.

PAP#: P20-012

Date of Conference: 2/12/20

Planning Staff: Brendan Conboy

PROJECT.

Name/Description: 505 E. Simpson – Subdivision Plat – Land Division

Physical Address: 505 E Simpson

Lot, Subdivision: Lot 14, John D. Hall, Ninth Addition, Plat 1168; and — PIDN: 22-41-16-34-1-88-002

Lot 7, Blk. 1, Bruce Porter, Second Filing Plat 0278 — 22-41-16-34-2-11-001

Zoning District(s): Neighborhood Low Density – 3 (NL-3)

Overlay(s): N/A

STAKEHOLDERS.

Applicant: Mr. Ron Levy, Jorgensen Associates Inc.

Owner: 505 Simpson, LLC (505 E Simpson) and Lisa Elenz (475 E Simpson)

Agent: Ron Levy

REQUIRED APPLICATIONS. *This project will require the following applications:*

Application	Reason	Fee
Development Plan	A plat application may only be submitted following approval of a development plan for the proposed subdivision.	$2,500
Subdivision Plat	Land division	$1,000 + Technical review fees

MEETING ATTENDEES:

Name	Company	Phone/Email
Bredan Conboy	ToJ Planning Dept.	bconboy@jacksonwy.gov / 307-734-3493

TIMELINES. *This table is intended to provide general information regarding the review process and timing of decisions. See Article 8 for a complete explanation of the review process.*

The following timelines are generally applicable:

Application Types:	Sufficiency	Decision-Maker	Timeline
Development Plan	2 Weeks	Planning Commission Recommendation -> Town Council Decision	Up to 150 days from sufficiency
Subdivision Plat	2 Weeks	Town Council	Up to 90 days from sufficency

Checklist Key.

√ ***Required****. Applicant must demonstrate compliance with this requirement.*

N/A ***Not Applicable****. Review requirement is not applicable to this project.*

General Information

Requirement		Notes
√	**Planning Permit Application.** The application should list all pertinent permits (use, physical development, interpretation, relief from the LDRs, Development Option/Subdivisions, Amendments to the LDRs) for which you are applying.	Each item requires separate application
√	**Notarized Letter of Authorization.** See "Permit and Applications" section on Planning Department website for copy of form.	LOA from each party involved if not owner
√	**Application Fees.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.	*See fees above*
√	**Review fees.** The applicant is responsible for paying any review fees and expenses from consulting services necessitated by the review of the application by the County Surveyor, Town Engineer, Title Company and any other required consultant. Such fees shall be paid prior to approval of the permit.	Technical review fees for Subdivision Plat – County Surveyor and Title Review
N/A	**Mailed Notice fee.** See Section 8.2.14.C.2 for notice requirements. If mailed notices are required, the applicant is responsible for paying for any mailing in excess of 25 notices.	19 parcels within 200' with 16 different owners

√	**Digital Format.** All applications submitted to the Town Planning Department must be submitted in digital format.	All applications digital with the exception of 8 hard copies for Dev Plan 10 days prior to Planning Commission hearing.
√	**Response to Submittal Checklist.** All applications require response to applicable review standards. For applications where a pre-application conference is required, applicable standards are identified below. If a pre-application conference is optional, see the submittal checklist for the relevant application type, established in the Administrative Manual.	For each application as it pertains.
√	**Title Report.** A title report, title certificate or record document guarantee prepared within the last six months that includes evidence of ownership and all encumbrances on the subject property. Copies of the documents referenced in the report should not be submitted unless requested by the planner during review.	For Subdivision Plat
√	**Narrative description of the proposed development.** Describe in detail the existing condition of the property and the proposed development, use, or subdivision for which you are seeking approval.	For each application
√	**Findings for approval.** Include in your narrative a response to the findings for approval found in LDR Div 8.5, as applicable.	For each application
√	**Proposed Development Program.** Provide a table that summarizes the the projects compliance with the primary development standards (setbacks, heights, FAR, LSR, etc.). An example is found in the Administrative Manual.	Subdivision Plat: Show compliance of lots with site plan for access, setbacks, lot size, etc.
√	**Site Plan.** Provide a detailed site plan of the proposed project. A list of minimum standards for a site plan are established in the Administrative Manual.	Provide existing/proposed site plan for each application
N/A	**Floor Plans.** Include floor plans for any existing buildings that will be occupied by a proposed use. If changes to existing buildings are proposed, indicate those on the floor plans.	
N/A	**Neighborhood Meeting Summary.** See Section 8.2.3 for Neighborhood Meeting requirements.	Neighborhood Meeting is optional
√	**Posted Notice.** See Section 8.2.14.C.4 for Posted Notice requirements for all public hearings.	Posted notice required for all public hearings on site 10 days prior to the hearing. Provide photo of posted notice for each hearing to Planning Dept. Planning staff can assist with template if need be.

ARTICLES 2 (COMPLETE NEIGHBORHOODS), 3 (RURAL AREA ZONES), and 4 (SPECIAL PURPOSE ZONES).

Applicable Zone: Neighborhood Low Density – 3 (NL-3)

Applicable LDR Section: Sec. 2.2.4

PHYSICAL DEVELOPMENT. *Please see Subsection B in applicable Zone District for specific standards.*

Requirement		Notes
N/A	**Structure Location and Mass** (setbacks, height, FAR, etc.)	Show setbacks
N/A	**Maximum Scale of Development** (individual building size)	

N/A	**Design Review** (Design Guidelines and Design Review Committee)	
	Site Development (Driveway and Access limits)	20’ max curb cut
	Landscaping (see Div. 5.5 for more information)	.45 LSR
N/A	**Fencing** (see Sec. 5.1.2 for more information)	
N/A	**Environmental Standards (see Div. 5.1 and 5.2 for more information)**	

- Natural Resource Buffers
- Irrigation Ditch Setback
- Wild Animal Feeding
- Natural Resource Overlay Standards
- Bear Conflict Area Standards

N/A	**Scenic Standards (see Div. 5.3 for more information)**	

- Exterior Lighting
- Scenic Resource Overlay (SRO) Standards

N/A	**Natural Hazards to Avoid (see Div. 5.4 for more information)**	

- Steep Slopes
- Areas of Unstable Soils
- Fault Areas
- Floodplains
- Wildland Urban Interface

N/A	**Signs (see Div. 5.6 for more information)**	
√	**Grading, Erosion Control, Stormwater (see Div. 5.7 for more information)**	Req’d for future development. Contact Brian Lenz, Tow Engineer.

- Grading
- Erosion Control
- Stormwater Management

USE STANDARDS. *Please see Subsection C in applicable Zone District for specific standards.*

Requirement		**Notes**
√	**Allowed Uses** (see Div. 6.1 for more information)	Sec. 2.2.4.C
√	**Parking** (see Div. 6.2 for more information)	2/DU – 20’ setback
√	**Employee Housing** (see Div. 6.3 for more information)	Assessed at Building Permit
√	**Maximum Scale of Use**	Sec. 2.2.4.C

√	**Operational Standards (see Div. 6.4 for more information)**	Div. 6.4

- Outside Storage
- Refuse and Recycling
- Noise
- Vibration
- Electrical Disturbances
- Fire and Explosive Hazards
- Heat and Humidity
- Radioactivity

DEVELOPMENT OPTIONS. *Please see Subsection D in applicable Zone District for specific standards.*

Requirement		Notes
√	**Allowed Subdivision and Development Options** (see Div. 7.1 and 7.2 for more information)	Min lot size 7,500 SF
√	**Residential Subdivision Requirements** (see Div. 7.4 and 7.5 for more information)	Assessed at time of Subdivision Plat. Due prior to recording subdivision plat.

- Affordable Housing
- School and Parks Exactions

√ **Infrastructure (see Div. 7.6 and 7.7 for more information)**

- Transportation Facilities
- Required Utilities

OTHER APPLICABLE LDR STANDARDS

Requirement		Notes:
N/A	**Division 1.9, Nonconformities** **1.9.2** Nonconforming Physical Development **1.9.3** Nonconforming Uses **1.9.4** Nonconforming Development Options and Subdivisions **1.9.5** Nonconforming Signs	No known nonconformities at this time
N/A	**Division 7.3, Open Space Standards** **7.3.3** Configuration and Location of Required Open Space **7.3.4** Use of Open Space **7.3.5** Physical Development Permitted in Open Space **7.3.6** Record of Restriction **7.3.7** Ownership of Open Space	

ADDITIONAL COMMENTS

- Existing structure at 505 E Simpson required to be demolished/removed prior to recording Subdivision Plat. Should be planned well in advance of recording subdivision plat, see next point (30 days from approval of plat to record).
- Within thirty (30) calendar days from the date of Town Council approval of Subdivision Plat, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities in the Departmental

Reviews and submit the corrections to the Planning Department. The Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk.

Per phone discussion on 2/19 timeline is:

1. Apply for Development Plan
2. Apply for Subdivision Plat

PLAN REVIEW COMMITTEE. *The Plan Review Committee consists of the following listed agencies. Planning Staff will transmit pertinent portions of the application to each agency.* ***Other agencies and individuals not checked off on this list may be added to the PRC if necessary.***

	Agency	**Required for:**
√	Building Official	
√	Town Attorney	
√	Town Engineer	
√	Title Company – for boundary adjustment and subdivision plat	
√	County Surveyor – for boundary adjustment and subdivision plat	
√	Jackson Hole Fire EMS	
√	Housing Authority	
	Integrated Solid Waste & Recycling	
	National Park Service	
√	Parks and Recreation Department	
√	Pathways Coordinator	
	Public and Environmental Health	
√	Police Department	
	Teton Conservation District	
	Teton County School District	
	Teton County (required when subdividing land within one mile of the Teton County)	
	U.S. Forest Service (if adjacent to or accessing through forest service lands)	
	Wyoming Department of Environmemtal Quality	
	Wyoming Department of Game & Fish	
	Other	

Wyoming Title & Escrow - Jackson
211 E Broadway
Jackson, Wyoming 83001

WARRANTY DEED

Robert J. Fuziak Jr., a single man and Lisa May Snavely, a single woman, GRANTORS, of Teton County, Wyoming, for Ten Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY AND WARRANT TO Adam Scott, a married man as to a one-third undivided interest and Andrew Miller, a married man as to a one-third undivided interest and Michael Wilson, a married man as to a one-third undivided interest, all as tenants in common, GRANTEES, whose address is PO Box 642, Jackson, WY 83001, the following described real estate, situated in the County of Teton, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lot 14 of the John D. Hall Ninth Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of Teton County Clerk on October 20, 2005 as Plat No. 1168.

PIDN: 22-41-16-34-1-88-002

Together and including all improvements thereon, and all appurtenances and hereditaments thereunto belonging. Subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record.

GRANTOR: FUZIAK,ROBERT J JR ET AL
GRANTEE: SCOTT,ADAM ET AL
Doc 0962867 Filed At 12:42 ON 01/07/19
Sherry L. Daigle Teton County Clerk fees: 15.00
By Mary Antrobus Deputy Clerk

WITNESS the due execution and delivery of this Warranty Deed this 4TH day of January, 2019.

Robert J. Fuziak Jr.

Lisa May Snavely

STATE OF WY)
) ss.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Robert J. Fuziak Jr. and Lisa May Snavely this 4th day of January, 2019.

WITNESS my hand and official seal.

Wendy J. McDearman - Notary Public
County of Teton
State of Wyoming
Commission Expires 9.20.22

[S E A L]

Notary Public

My commission expires: 9.20.22

Released	
Indexed	//
Abstracted	
Scanned	

WARRANTY DEED

First American Title Insurance Company

Scott Guenther, a single man, GRANTOR, of Teton County, Wyoming, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEYS and WARRANTS to Lisa Elenz, a single woman, GRANTEE, whose address is 1801 S. Manitou Avenue, Boise, Idaho 83706, the following described real estate, situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lot 7 of Block 1 of the Bruce Porter Subdivision, Second Filing, Town of Jackson, Wyoming 8according to that plat recorded in the office of the Teton County Clerk on May 28, 1976 as Plat No. 278.

PIN #: 22-41-16-34-2-11-001

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, and rights-of-way of record.

WITNESS my hand this 31 day May, 2019.

Scott Guenther

STATE OF WYOMING)
)
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 31st day of May, 2019 by Scott Guenther.

WITNESS my hand and official seal.

MELISSA CAPENER - NOTARY PUBLIC
County of Teton — State of Wyoming
My Commission Expires May 19, 2020

Notary Public
My Commission Expires: 5/19/20

GRANTOR: GUENTHER, SCOTT
GRANTEE: ELENZ, LISA
Doc 0970531 Filed At 16:47 ON 05/31/19
Sherry L. Daigle Teton County Clerk fees: 12.00
By Mary D Antrobus Deputy

LETTER OF AUTHORIZATION

505 Simpson, LLC ,"Owner" whose address is: _____

PO Box 642, Jackson, WY 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Andrew Miller, Adam Scott, Mike Wilson , as the owner of property more specifically legally described as: Lot 14, John D. Hall Ninth Addition

(If too lengthy, attach description)

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

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

OWNER: _____

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: MEMBER

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

STATE OF Wyoming)
)SS.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Patrick Branham this 17th day of January, 2020.

WITNESS my hand and official seal.

_____ (Seal)

(Notary Public)

My commission expires:

Patrick Branham - Notary Public
County of Teton
State of Wyoming
Commission Expires August 14, 2021

LETTER OF AUTHORIZATION

Lisa Elenz ,"Owner" whose address is:

475 E. Simpson Ave., Jackson, WY

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Lisa Elenz , as the owner of property more specifically legally described as: Lot 7, Block 1, Bruce Porter 2nd Filing

(If too lengthy, attach description)

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

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

OWNER: Lisa Elenz

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title:

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

STATE OF Minnesota)
)SS.
COUNTY OF Dakota)

The foregoing instrument was acknowledged before me by Lisa Elenz this 24 day of February, 2020.

WITNESS my hand and official seal.

(Seal)

Jessica A Hill

(Notary Public)

My commission expires: 01.31.21

JESSICA A HILL
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/21

WTE
WYOMING TITLE & ESCROW
A MOTHER LODE COMPANY

OWNERSHIP AND ENCUMBRANCE REPORT

Issued To:

Jorgensen Associates, PC
1315 HWY 89 S., Suite 201
Jackson, WY 83002

Report No.:: W-21481
Effective Date: January 24, 2020
Current Date: February 5, 2020
Cost: $250.00

Property Address: 505 East Simpson Avenue, Jackson, WY 83001

County: Teton

1. According to the last deed appearing of public record, title to the fee simple estate or interest in the land described or referred to in this Report at the effective date hereof appears to be vested in:

   505 Simpson LLC, a Wyoming limited liability company

2. The land referred to in this Report is described as follows:

   See Exhibit "A" Attached Hereto and Made a Part Hereof

Issued By:

WYOMING TITLE & ESCROW, INC.
Liz Jorgenson/Christina Feuz, Co-Managers
Phone: 307.732.2983

This Ownership and Encumbrance Report is not a Commitment for Title Insurance nor is it an Abstract of Title. This Ownership and Encumbrance Report is for informational purposes only, does not necessarily contain all defects, liens or encumbrances of record, and may not be relied upon as a representation of the record regarding the subject property, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 14 of the John D. Hall Ninth Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of Teton County Clerk on October 20, 2005 as Plat No. 1168.

PIDN: 22-41-16-34-1-88-002

ENCUMBRANCES WHICH AFFECT THE SUBJECT PROPERTY APPEAR TO BE (BUT ARE NOT NECESSARILY LIMITED TO) THE FOLLOWING:

1. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights claims or title to water, (d) any right title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal and other hydrocarbons, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.

2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

3. Taxes, special and general, assessment districts and service areas for the year 2019.
   Tax ID No.: OJ-006510
   1st Installment: $2,625.60 PAID
   2nd Installment: $2,625.59 OPEN

   Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.

4. General taxes for the year 2020, a lien in the process of assessment, not yet due or payable.

5. All matters as delineated on the Official Plat of John D. Hall Plat, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 131.
   Plat 131

6. Reservations as contained in deed from Maude E. Schreyer to Margaret L. Ludtke, recorded October 15, 1974, as (book) 35 (page) 107, Official Records.
   B35P107

7. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded July 12, 1978, as (book) 73 (page) 156, Official Records.
   B73P156

8. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as utility in a document recorded November 26, 1979, as (book) 94 (page) 122, Official Records:
   Purpose: UTILITY
   B94P122

9. All matters as delineated on the official plat of "John D. Hall Ninth Addition the Town of Jackson," on file and of record with the Teton County Clerk and Recorded, Teton County, Wyoming, Plat No. 1168.
   Plat No. 1168

   Affidavit executed by surveyor, recorded December 7, 2005, as (book) 611 (page) 471 Official Records.
   B611P471

10. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, Inc., recorded November 16, 2005, as (book) 609 (page) 542, Official Records.
B609P542

11. A Mortgage to secure an indebtedness in the amount of $720,000.00, and any other obligations secured thereby, dated January 7, 2019, recorded January 7, 2019, as (instrument) 0962868, Official Records.

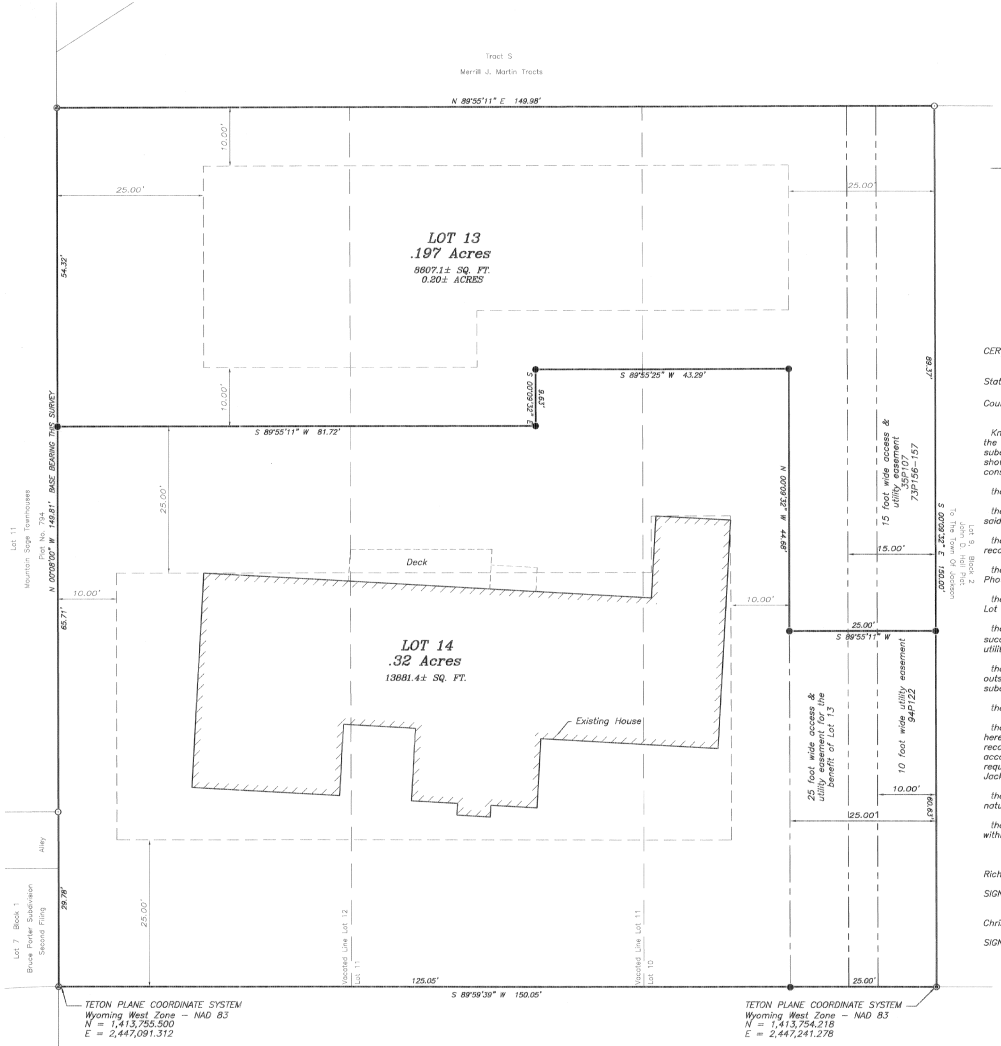
Mortgagor:	Andrew Miller, a married man, and Michael Wilson, a married man, and Adam Scott, a married man
Mortgagee:	Mortgage Electronic Registration Systems, Inc. ("MERS") acting solely as nominee for First Interstate Bank
Loan No:	5479708
MIN No.:	100282100054797084

********** End of Schedule **********

*** CHAIN OF TITLE REPORT

According to the public records, no documents conveying the property described in this report have been recorded within a period of 24 months prior to the date of this report, except as shown herein:

Quitclaim Deed from Andrew Miller, a married man, and Michael Wilson, a married man, and Adam Scott, a married man, to 505 Simpson LLC, a Wyoming limited liability company, recorded January 25, 2019, as (instrument) 0963741, Official Records.



NORTH

CERTIFICATE OF ACCEPTANCE

State of Wyoming)
County of Teton)ss
Town of Jackson)

The foregoing JOHN D. HALL EIGHTH ADDITION TO THE TOWN OF JACKSON was approved at the regular meeting of the Town Council on the 19th day of September, 2005, in accordance with Section 15-1-510, Wyoming Statutes, 1977 as amended.

TOWN OF JACKSON

Attest:

Town Clerk *Mayor*

Town Engineer

CERTIFICATE OF OWNER

State of Wyoming)
)ss
County of Teton)

Know all men by these presents that Richard D. Knori and Christie Ross Knori do hereby certify that the foregoing subdivision of Lots 10, 11 & 12, Block 2, of the John D. Hall Plat, Town of Jackson, a subdivision of record filed as Plat No. 131 in the office of the Clerk of Teton County, Wyoming, as shown on this map and more particularly described under the Certificate of Surveyor is with free consent and in accordance with the desire of the undersigned owner and proprietor of said lands;

that the name of the subdivision shall be JOHN D. HALL NINTH ADDITION TO THE TOWN OF JACKSON;

that this subdivision is subject to that 15 foot wide easement reserved in that Deed recorded in said Office in Book 35 of Photo, page 107;

that this subdivision is subject to that 15 foot wide easement granted to the Town of Jackson recorded in said Office in Book 73 of Photo, page 156-157;

that this subdivision is subject to that 10 foot wide easement recorded in said Office in Book 94 of Photo, page 122;

that a 25 foot wide access and utility easement is hereby granted across Lot 14 for the benefit of Lot 13 as shown hereon;

that easements across the subdivision lots are hereby granted to those utility companies and their successors and/or assigns serving this subdivision for construction, maintenance, and repair of the utility service for the subdivision as shown hereon;

that the Town of Jackson shall have access to all water valves, meters, shut-off boxes, sewer clean outs, and manholes and the undersigned reserves the right to create easements across said subdivision lots as necessary to provide for said access;

that there are no surface water rights appurtenant to this subdivision;

that Lots 10, 11 & 12, Block 2 of the John D. Hall Plat, Town of Jackson, Plat No. 131, are hereby vacated, pursuant to Section 34-12-106, Wyoming Statutes, 1977, as amended, being reconfigured as Lots 13 and 14, JOHN D. HALL NINTH ADDITION TO THE TOWN OF JACKSON, in accordance with Section 34-12-110, Wyoming Statutes, 1977, as amended, said Clerk is respectfully requested to write vacated across said Lots 10, 11 & 12, Block 2 of the John D. Hall Plat, Town of Jackson, Plat No. 131, recorded in said Office;

that the seller does not warrant to the purchaser that he or she shall have any rights to the natural flow of any stream within or adjacent to the subdivision;

that Wyoming law does not recognize any riparian rights to the continued natural flow of any stream within or adjacent to the subdivision;

Richard D. Knori

SIGNATURE BY SEPARATE AFFIDAVIT

Christie Ross Knori

SIGNATURE BY SEPARATE AFFIDAVIT

CERTIFICATE OF MORTGAGEE

State of Wyoming)
) ss
County of Teton)

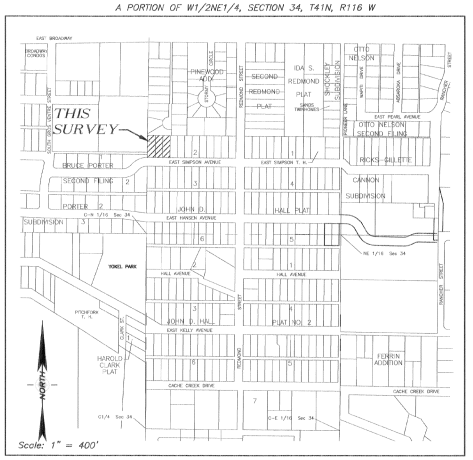
The undersigned is the mortgagee of the land described under the Certificate of Surveyor and hereby consents to the foregoing subdivision and the dedication of the lands as contained in the Certificate of Owners, and agrees that the mortgage shall be subordinated to the dedications and easements contained therein and shown hereon.

First Bank of Idaho, fsb, dba First Bank of the Tetons

SIGNATURE OF MORTGAGEE BY SEPARATE AFFIDAVIT

VICINITY MAP

A PORTION OF W1/2NE1/4, SECTION 34, T41N, R116 W



CERTIFICATE OF SURVEYOR

State of Wyoming)
)ss
County of Teton)

I, William D. Braman of Jackson, Wyoming hereby certify that this plat was made from actual field surveys performed by others under my direction during March & April 2005;

that the plat correctly represents JOHN D. HALL NINTH ADDITION TO THE TOWN OF JACKSON, which is identical with Lots 10, 11, & 12, Block 2 of the John D. Hall Plat to the Town of Jackson, a subdivision of record filed as Plat No. 131 in the office of the clerk of Teton County, Wyoming;

that the foregoing subdivision encompasses an area of 0.516 acres more or less.

That all points and corners shall be monumented as shown hereon by December 30, 2005.

That this plat of JOHN D. HALL NINTH ADDITION TO THE TOWN OF JACKSON conforms to Article 6, Platting and Land Records of the Town of Jackson Land Development Regulations and all applicable State laws and that the traverse of the outer boundary of this subdivision has an error of closure of no greater than one in ten thousand.

William D. Braman
Wyoming Professional Land Surveyor No. 566
Oct 19, 2005

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by William D. Braman this 5 day of October, 2005.
Witness my hand and official seal.

Notary Public

My commission expires: 10/5/08

LORI BOYT - NOTARY PUBLIC - County of Teton - State of Wyoming - My Commission Expires Oct 5, 2008

60 of 89

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY SYSTEM

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON SEWER COLLECTION SYSTEM

ALL ONSITE WATER AND SEWER SYSTEMS WILL BE PRIVATELY OWNED AND MAINTAINED

THE SELLER DOES NOT WARRANT TO THE PURCHASER THAT HE OR SHE SHALL HAVE ANY RIGHTS TO THE CONTINUED NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION

LEGEND

- ⊙ *indicates a 5/8" diameter steel re-bar with cap inscribed "PE&LS 578" found this survey*
- ⊕ *indicates a 2-1/2" diameter pipe with brass cap inscribed "RLS 164" found this survey*
- ◉ *indicates a t-shaped steel stake with chrome cap inscribed "RLS 164"*
- ● *indicates a 5/8" diameter 24" long steel re-bar with cap inscribed "PLS 3831" set this survey*

- *Lot line*
- *Adjacent Lot line*
- *Former Lot line (vacated)*
- *Easement line*
- *Development Setback line*

10 5 0 10 20 30
GRAPHIC SCALE – FEET *SCALE 1" = 10'*

OWNER:

Richard & Christie Knori
P.O. Box 2067
Jackson, WY 83001

SURVEYOR:

Pierson Land Works, Inc.
P.O. Box 1143
Jackson, WY 83001

ZONING DISTRICT:

NCSF – Neighborhood Conservation Single Family

TOTAL ACREAGE: .516 ACRES

NUMBER OF UNITS: 2

NUMBER OF UNITS PER ACRE: 3.88

SUBMITTAL DATE: June 28, 2005

FINAL SUBMITTAL REVISION: September 19, 2005

Grantor: KNORI, RICHARD D RP AL
Grantee: THE PUBLIC PLAT #1168
Doc #662211 bk XRAP pg 72-72 Filed at 3:43 on 10/28/05
Sherry L Daigle, Teton County Clerk fees: 58.00
By MARY SMITH Deputy

JOHN D. HALL NINTH ADDITION TO THE TOWN OF JACKSON

BEING IDENTICAL WITH

LOTS 10, 11, & 12, BLOCK 2 JOHN D. HALL PLAT NO. 131 TO THE TOWN OF JACKSON TETON COUNTY, WYOMING

1168

WTE
WYOMING TITLE & ESCROW
A MOTHER LODE COMPANY

OWNERSHIP AND ENCUMBRANCE REPORT

Issued To:

Jorgensen Associates, PC
1315 HWY 89 S., Suite 201
Jackson, WY 83002

Report No.:: W-21666
Effective Date: February 21, 2020
Current Date: March 3, 2020
Cost: $$150.00

Project Reference: Lot 7 of Block 1, Bruce Porter 2nd Filing

Property Address: 475 East Simpson Avenue, Jackson, WY 83001

County: Teton

1. According to the last deed appearing of public record, title to the fee simple estate or interest in the land described or referred to in this Report at the effective date hereof appears to be vested in:

   Lisa Elenz, a single woman

2. The land referred to in this Report is described as follows:

   See Exhibit "A" Attached Hereto and Made a Part Hereof

Issued By:

WYOMING TITLE & ESCROW, INC.
Liz Jorgenson/Christina Feuz, Co-Managers
Phone: 307.732.2983

This Ownership and Encumbrance Report is not a Commitment for Title Insurance nor is it an Abstract of Title. This Ownership and Encumbrance Report is for informational purposes only, does not necessarily contain all defects, liens or encumbrances of record, and may not be relied upon as a representation of the record regarding the subject property, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 7 of Block 1 of the Bruce Porter Subdivision, Second Filing, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on May 28, 1976 as Plat No. 278.

PIDN: 22-41-16-34-2-11-001

ENCUMBRANCES WHICH AFFECT THE SUBJECT PROPERTY APPEAR TO BE (BUT ARE NOT NECESSARILY LIMITED TO) THE FOLLOWING:

1. General taxes for the year 2020, a lien in the process of assessment, not yet due or payable.

2. Taxes, special and general, assessment districts and service areas for the year 2019.
   Tax ID No.: OJ-000538
   1st Installment: $2,558.76 PAID
   2nd Installment: $2,558.76 OPEN

   Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.

3. All matters as delineated on the Official Plat of Bruce Porter Subdivision - 2nd Filing, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 278.
   Plat 278

4. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded September 26, 1977, as (book) 62 (page) 284, Official Records.
   B62P284

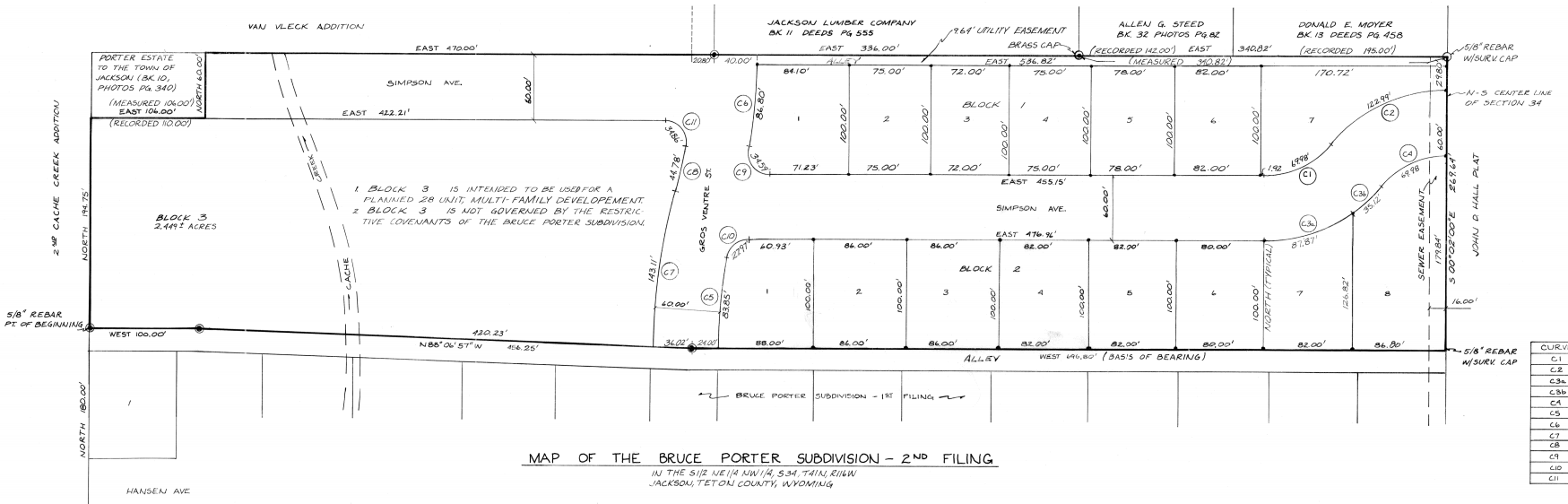
5. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of $236,547.00, dated May 29, 2019, recorded May 31, 2019, as (instrument) 0970534, Official Records.
   Mortgagor: Lisa Elenz, a single woman
   Mortgagee: U.S. Bank National Association

6. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of $145,000.00, dated November 19, 2019, recorded December 4, 2019, as (instrument) 0982395, Official Records.
   Mortgagor: Lisa Elenz, a single person
   Mortgagee: U.S. Bank National Association

   Said Mortgage provides for a revolving line of credit.

********** End of Encumbrances **********

FILED MAY 28th. 1976 PLAT #278



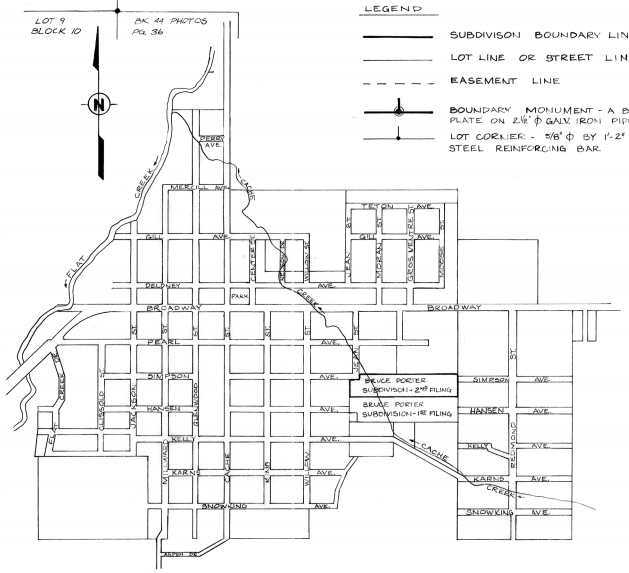
MAP OF THE BRUCE PORTER SUBDIVISION – 2ND FILING

IN THE S1/2 NE1/4 NW1/4, S.34, T41N, R116W
JACKSON, TETON COUNTY, WYOMING

SCALE : 1"=50'

CURVE DATA

CURVE	ANGLE - Δ	RADIUS - R	TANGENT - T	CHORD LENGTH
C1	50°36'58"	792.2	374.6	677.3
C2	50°36'56"	1392.2	658.3	1190.3
C3a	36°09'50"	1392.2	454.6	864.2
C3b	14°27'08"	1392.2	176.5	350.2
C4	50°36'56"	792.2	658.3	677.3
C5	9°52'59"	486.10	42.03	83.74
C6	9°06'24"	546.10	43.49	86.71
C7	15°00'55"	546.10	71.97	142.71
C8	5°16'40"	486.10	22.40	44.76
C9	99°06'25"	20.00	23.46	30.44
C10	80°07'04"	20.00	16.82	25.74
C11	99°51'48"	20.00	23.78	30.61



LOCATION MAP
TOWN OF JACKSON

LEGEND

- SUBDIVISON BOUNDARY LINE
- LOT LINE OR STREET LINE
- EASEMENT LINE
- BOUNDARY MONUMENT - A BRASS PLATE ON 2½" ⌀ GALV. IRON PIPE (APPRO. INSCRIBED)
- LOT CORNER - 5/8" ⌀ BY 1'-2" LONG STEEL REINFORCING BAR.

NELSON ENGINEERING
JACKSON, GREEN RIVER, WYO.
JACKSON - PHONE: 733-2087
P.O. BOX 1147 - 411 S. CACHE ST.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE THE UNDERSIGNED DO HEREBY CERTIFY THAT COLLECTIVELY WE ARE THE OWNERS OF A TRACT OF LAND WITHIN THE S1/2 NE 1/4 NW 1/4, SECTION 34, T41N, R116W, TETON COUNTY, WYOMING, WHICH TRACT OF LAND IS WHOLLY WITHIN THE CORPORATE LIMITS OF THE TOWN OF JACKSON AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT A POINT WHICH IS NORTH 180.00 FEET FROM THE NORTHWEST CORNER OF A TRACT OF LAND FORMERLY OWNED BY IDA WIED (BK. 44, PHOTOS PG. 36) AS PREVIOUSLY CONVEYED, SAID NORTHWEST CORNER BEING IDENTICAL WITH THE NORTHEAST CORNER OF LOT 9, BLOCK 10, 2ND CACHE CREEK ADDITION TO THE TOWN OF JACKSON, WYOMING, SAID POINT OF BEGINNING ALSO BEING THE NORTHWEST CORNER OF THE BRUCE PORTER SUBDIVISION - 1ST FILING; THENCE ALONG THE FOLLOWING COURSES AND DISTANCES, TO WIT:

BEARING	DISTANCE	REMARKS
NORTH	194.75 FEET	ALONG THE EAST LINE OF THE SECOND CACHE CREEK ADDITION TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF A PARCEL OF LAND OWNED BY THE TOWN OF JACKSON (BK. 10, PHOTOS PG. 340) THENCE,
EAST	106.00 FEET	ALONG THE SOUTH LINE TO THE SOUTHEAST CORNER OF SAID PARCEL (BK. 10, PHOTOS PG. 340) THENCE,
NORTH	60.00 FEET	ALONG THE EAST LINE TO THE NORTHEAST CORNER OF SAID PARCEL, BEING IDENTICAL TO THE SOUTHWEST CORNER OF THE VAN VLECK ADDITION, THENCE,
EAST	470.00 FEET	ALONG THE SOUTH LINE OF THE VAN VLECK ADDITION TO THE SOUTHEAST CORNER OF SAID ADDITION THENCE
EAST	336.00 FEET	ALONG THE SOUTH LINE OF A PARCEL OF LAND OWNED BY THE JACKSON LUMBER COMPANY (BK. 11, DEEDS PG 555) TO A POINT, THENCE,
EAST	340.82 FEET	ALONG THE SOUTH LINE OF A PARCEL OF LAND OWNED BY ALLEN G. STEED (BK. 32, PHOTOS PG. 82) AND A PARCEL OF LAND OWNED BY DONALD E. MOYER (BK. 13, DEEDS PG. 458) TO A POINT ON THE WEST LINE OF THE JOHN D. HALL PLAT, THENCE
S 00°02'00" E	262.64 FEET	ALONG THE WEST LINE OF THE JOHN D. HALL PLAT TO THE NORTHEAST CORNER OF THE BRUCE PORTER SUBDIVISION - 1ST FILING, THENCE,
WEST	696.80 FEET	ALONG THE NORTH LINE OF SAID BRUCE PORTER SUBDIVISION - 1ST FILING TO A POINT, THENCE;
N 88°06'57" W	456.25 FEET	ALONG THE NORTH LINE OF SAID BRUCE PORTER SUBDIVISION - 1ST FILING TO A POINT, THENCE,
WEST	100.00 FEET	ALONG THE NORTH LINE OF SAID BRUCE PORTER SUBDIVISION - 1ST FILING TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 7.469 ACRES MORE OR LESS.

WE FURTHER CERTIFY THAT WE HAVE CAUSED SAID DESCRIBED LAND TO BE SURVEYED AND PLATTED INTO LOTS, BLOCKS, STREETS, AND ALLEYS AS SHOWN HEREON; THAT THE ABOVE AND FOREGOING "BRUCE PORTER SUBDIVISION - 2ND FILING" AS IT APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS; AND THAT WE HEREBY DEDICATE AND SET APART THE STREETS, ALLEYS AND UTILITY EASEMENTS AS SHOWN ON THE PLAT TO THE USE OF THE GENERAL PUBLIC FOREVER. WE HEREBY RELEASE AND RELINQUISH ALL RIGHTS UNDER AND BY THE VIRTUE OF THE HOMESTEAD LAWS OF THE STATE OF WYOMING.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS DAY OF FEBRUARY 1976.

ALBERT L. NELSON — DAVID W. UPDIKE — JEANNINE PORTER GILL, EXECUTRIX OF THE ROBERT BRUCE PORTER ESTATE

BEVERLY A. NELSON — DOROTHY A. UPDIKE

STATE OF WYOMING } SS
COUNTY OF TETON }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY ALBERT L. NELSON, BEVERLY A. NELSON, DAVID W. UPDIKE, DOROTHY A. UPDIKE, AND JEANNINE PORTER GILL, EXECUTRIX OF THE ROBERT BRUCE PORTER ESTATE THIS 28th DAY OF May 1976.
WITNESS MY HAND AND OFFICIAL SEAL.

PUBLIC NOTARY
MY COMMISSION EXPIRES 11-10-79

ENGINEERS CERTIFICATION

I ALBERT L. NELSON, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT BY AUTHORITY OF THE FOREGOING OWNERS OF THE LAND SHOWN HEREON, I HAVE SUBDIVIDED THE SAID LAND AS SHOWN HEREON INTO LOTS, BLOCKS, ALLEYS, AND STREETS TO BE KNOWN AS THE "BRUCE PORTER SUBDIVISION - 2ND FILING," THAT THE DIMENSIONS OF THE PLAT AND LOTS CONTAINED ARE CORRECTLY SHOWN TO A SCALE OF 1" = 50.00', AND THAT BY JUNE 1, 1976 ALL LOTS WILL BE WELL AND ACCURATELY STAKED

Albert L. Nelson
WYOMING P.E. AND L.S. NO. 578

STATE OF WYOMING } SS
COUNTY OF TETON }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY ALBERT L. NELSON THIS 26th DAY OF May 1976. WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC
MY COMMISSION EXPIRES March 23, 1978

APPROVED BY THE TOWN OF JACKSON

Hester L. Mary — MAYOR — DATE 5-24-76
ATTEST BY TOWN CLERK — DATE 5-24-76
TOWN ENGINEER — DATE 5/24/76
Gerald Winn — CHAIRMAN OF THE PLANNING COMMISSION — DATE 5/25/76

STATE OF WYOMING } SS
COUNTY OF TETON } # 158687

FILED FOR RECORD IN MY OFFICE THIS 28th DAY OF May 1976, AT 10:00 A.M. AND RECORDED AS PLAT NO. 278

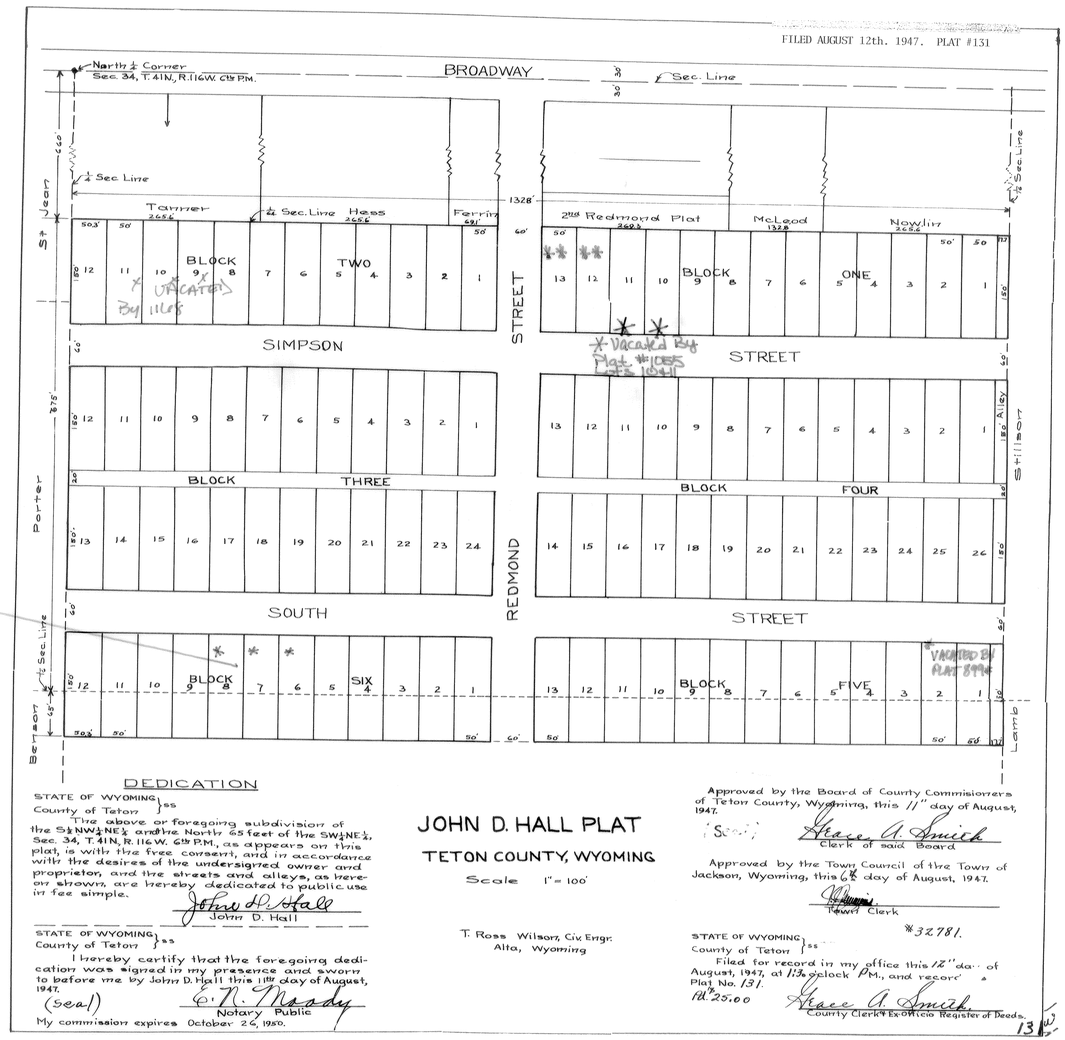
D. Osborn Coomer
COUNTY CLERK AND EX-OFFICIO REGISTER OF DEEDS

BRUCE PORTER SUBDIVISION – 2ND FILING

IN THE S1/2 NE1/4 NW1/4, SEC. 34, T41N, R116W, JACKSON, TETON COUNTY, WYOMING

DATE OF PREPARATION 2-17-76 — 15-76 — 2-15-76-5 — FMS — # 278

FILED AUGUST 12th. 1947. PLAT #131



DEDICATION

STATE OF WYOMING } ss
County of Teton }

The above or foregoing subdivision of the S½NW¼NE¼ and the North 65 feet of the SW¼NE¼, Sec. 34, T.41N, R. 116W. 6th P.M., as appears on this plat, is with the free consent, and in accordance with the desires of the undersigned owner and proprietor, and the streets and alleys, as hereon shown, are hereby dedicated to public use in fee simple.

John D. Hall
John D. Hall

STATE OF WYOMING } ss
County of Teton }

I hereby certify that the foregoing dedication was signed in my presence and sworn to before me by John D. Hall this 11th day of August, 1947.

(Seal) E. N. Moody
Notary Public

My commission expires October 26, 1950.

JOHN D. HALL PLAT

TETON COUNTY, WYOMING

Scale 1" = 100'

T. Ross Wilson, Civ. Engr.
Alta, Wyoming

Approved by the Board of County Commissioners of Teton County, Wyoming, this 11" day of August, 1947.

(Seal) Grace A. Smith
Clerk of said Board

Approved by the Town Council of the Town of Jackson, Wyoming, this 6th day of August, 1947.

Town Clerk

#32781.

STATE OF WYOMING } ss
County of Teton }

Filed for record in my office this 12" day of August, 1947, at 1:30 o'clock P.M., and recorded as Plat No. 131.
Fd. 25.00

Grace A. Smith
County Clerk & Ex-Officio Register of Deeds.

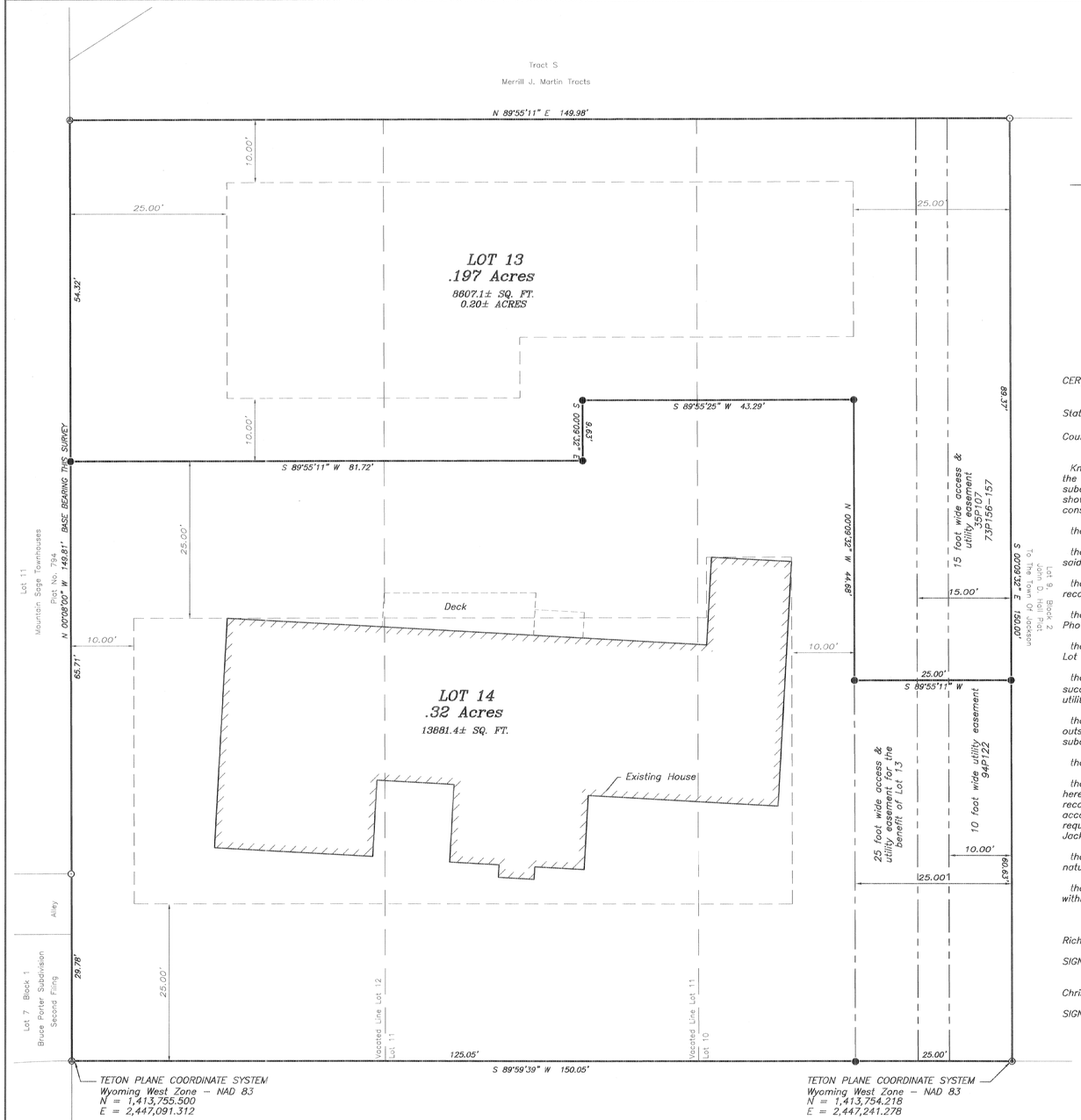
131

PHOTOGRAPHIC REPRODUCTION
Of ORIGINAL PLAT NO. 131
Filed For Record On
12 AUGUST 1947

JOHN D. HALL PLAT

To The TOWN OF JACKSON
BEING PART OF THE
SW1/4NE1/4 & S1/2NW1/4NE1/4 SECTION 34
T41N R116W
TETON COUNTY, WYOMING
Scale 1" = 100'

131



CERTIFICATE OF ACCEPTANCE

State of Wyoming)
County of Teton)ss
Town of Jackson)

The foregoing JOHN D. HALL EIGHTH ADDITION TO THE TOWN OF JACKSON was approved at the regular meeting of the Town Council on the 19th day of September, 2005, in accordance with Section 15-1-510, Wyoming Statutes, 1977 as amended.

TOWN OF JACKSON

Attest:

Town Clerk

Mayor

Town Engineer

CERTIFICATE OF OWNER

State of Wyoming)
)ss
County of Teton)

Know all men by these presents that Richard D. Knori and Christie Ross Knori do hereby certify that the foregoing subdivision of Lots 10, 11 & 12, Block 2, of the John D. Hall Plat, Town of Jackson, a subdivision of record filed as Plat No. 131 in the office of the Clerk of Teton County, Wyoming, as shown on this map and more particularly described under the Certificate of Surveyor is with free consent and in accordance with the desire of the undersigned owner and proprietor of said lands;

that the name of the subdivision shall be JOHN D. HALL NINTH ADDITION TO THE TOWN OF JACKSON;

that this subdivision is subject to that 15 foot wide easement reserved in that Deed recorded in said Office in Book 35 of Photo, page 107;

that this subdivision is subject to that 15 foot wide easement granted to the Town of Jackson recorded in said Office in Book 73 of Photo, page 156-157;

that this subdivision is subject to that 10 foot wide easement recorded in said Office in Book 94 of Photo, page 122;

that a 25 foot wide access and utility easement is hereby granted across Lot 14 for the benefit of Lot 13 as shown hereon;

that easements across the subdivision lots are hereby granted to those utility companies and their successors and/or assigns serving this subdivision for construction, maintenance, and repair of the utility service for the subdivision as shown hereon;

that the Town of Jackson shall have access to all water valves, meters, shut-off boxes, sewer clean outs, and manholes and the undersigned reserves the right to create easements across said subdivision lots as necessary to provide for said access;

that there are no surface water rights appurtenant to this subdivision;

that Lots 10, 11 & 12, Block 2 of the John D. Hall Plat, Town of Jackson, Plat No. 131, are hereby vacated, pursuant to Section 34-12-106, Wyoming Statutes, 1977, as amended, being reconfigured as Lots 13 and 14, JOHN D. HALL NINTH ADDITION TO THE TOWN OF JACKSON, in accordance with Section 34-12-110, Wyoming Statutes, 1977, as amended, said Clerk is respectfully requested to write vacated across said Lots 10, 11 & 12, Block 2 of the John D. Hall Plat, Town of Jackson, Plat No. 131, recorded in said Office;

that the seller does not warrant to the purchaser that he or she shall have any rights to the natural flow of any stream within or adjacent to the subdivision;

that Wyoming law does not recognize any riparian rights to the continued natural flow of any stream within or adjacent to the subdivision;

Richard D. Knori

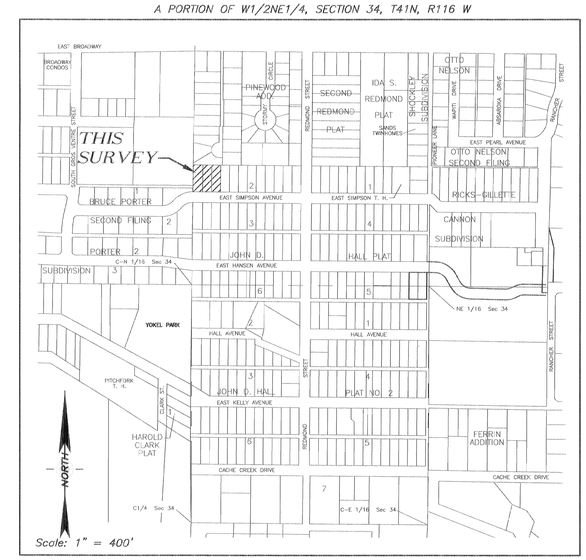
SIGNATURE BY SEPARATE AFFIDAVIT

Christie Ross Knori

SIGNATURE BY SEPARATE AFFIDAVIT

VICINITY MAP

A PORTION OF W1/2NE1/4, SECTION 34, T41N, R116 W



CERTIFICATE OF SURVEYOR

State of Wyoming)
)ss
County of Teton)

I, William D. Braman of Jackson, Wyoming hereby certify that this plat was made from actual field surveys performed by others under my direction during March & April 2005;

that the plat correctly represents JOHN D. HALL NINTH ADDITION TO THE TOWN OF JACKSON, which is identical with Lots 10, 11, & 12, Block 2 of the John D. Hall Plat to the Town of Jackson, a subdivision of record filed as Plat No. 131 in the office of the clerk of Teton County, Wyoming;

that the foregoing subdivision encompasses an area of 0.516 acres more or less.

That all points and corners shall be monumented as shown hereon by December 30, 2005.

That this plat of JOHN D. HALL NINTH ADDITION TO THE TOWN OF JACKSON conforms to Article 6, Platting and Land Records of the Town of Jackson Land Development Regulations and all applicable State laws and that the traverse of the outer boundary of this subdivision has an error of closure of no greater than one in ten thousand.

William D. Braman
Wyoming Professional Land Surveyor No. 566

Date 10/5/2005

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by William D. Braman this 5 day of October, 2005.

Witness my hand and official seal.

Notary Public

LORI BOYT - NOTARY PUBLIC County of Teton State of Wyoming My Commission Expires Oct. 5, 2006

My commission expires: 10/5/06

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY SYSTEM

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON SEWER COLLECTION SYSTEM

ALL ONSITE WATER AND SEWER SYSTEMS WILL BE PRIVATELY OWNED AND MAINTAINED

THE SELLER DOES NOT WARRANT TO THE PURCHASER THAT HE OR SHE SHALL HAVE ANY RIGHTS TO THE CONTINUED NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION

CERTIFICATE OF MORTGAGEE

State of Wyoming)
) ss
County of Teton)

The undersigned is the mortgagee of the land described under the Certificate of Surveyor and hereby consents to the foregoing subdivision and the dedication of the lands as contained in the Certificate of Owners, and agrees that the mortgage shall be subordinated to the dedications and easements contained therein and shown hereon.

First Bank of Idaho, fsb, dba First Bank of the Tetons

SIGNATURE OF MORTGAGEE BY SEPARATE AFFIDAVIT

LEGEND

- ⊙ indicates a 5/8" diameter steel re-bar with cap inscribed "PE&LS 578" found this survey
- ⊗ indicates a 2-1/2" diameter pipe with brass cap inscribed "RLS 164" found this survey
- ◎ indicates a t-shaped steel stake with chrome cap inscribed "RLS 164"
- ● indicates a 5/8" diameter 24" long steel re-bar with cap inscribed "PLS 3831" set this survey

Lot line
Adjacent Lot line
Former Lot line (vacated)
Easement line
Development Setback line

10 5 0 10 20 30
GRAPHIC SCALE – FEET SCALE 1" = 10'

OWNER:

Richard & Christie Knori
P.O. Box 2067
Jackson, WY 83001

SURVEYOR:

Pierson Land Works, Inc.
P.O. Box 1143
Jackson, WY 83001

ZONING DISTRICT:

NCSF – Neighborhood Conservation Single Family

TOTAL ACREAGE: .516 ACRES

NUMBER OF UNITS: 2

NUMBER OF UNITS PER ACRE: 3.88

SUBMITTAL DATE: June 28, 2005

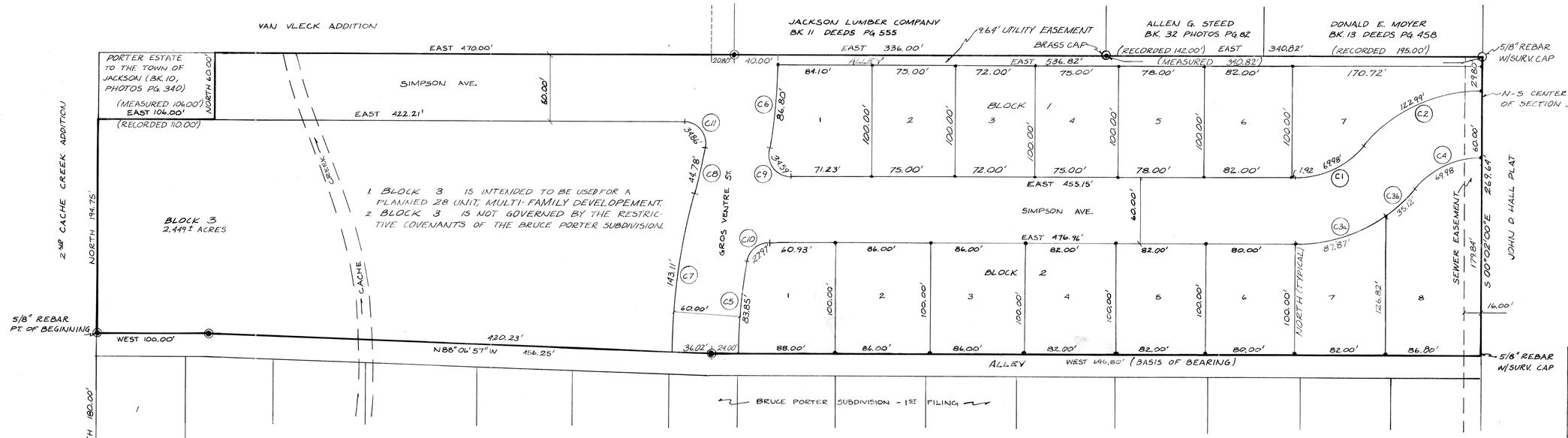
FINAL SUBMITTAL REVISION: September 19, 2005

Grantor: KNORI, RICHARD D ET AL
Grantee: THE PUBLIC PLAT #1168
Doc 0662211 bk 2MAP pg 72-72 Filed at 3:43 on 10/20/05
Sherry L Daigle, Teton County Clerk fees: 50.00
By MARY SMITH Deputy

JOHN D. HALL NINTH ADDITION
TO THE TOWN OF JACKSON
BEING IDENTICAL WITH
LOTS 10, 11, & 12, BLOCK 2 JOHN D. HALL PLAT NO. 131
TO THE TOWN OF JACKSON
TETON COUNTY, WYOMING

1168

FILED MAY 28th. 1976 PLAT #278

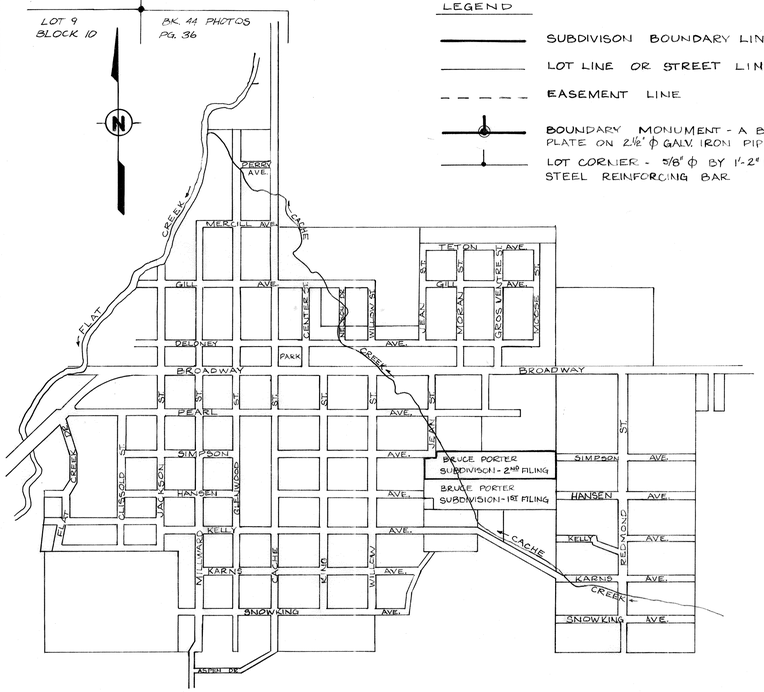


MAP OF THE BRUCE PORTER SUBDIVISION – 2ND FILING

IN THE S1/2 NE1/4 NW1/4, S.34, T41N, R116W
JACKSON, TETON COUNTY, WYOMING

CURVE DATA

CURVE	ANGLE - Δ	RADIUS - R	TANGENT - T	CHORD LENGTH
C1	50°36'58"	79.22	37.46	67.73
C2	50°36'56"	139.22	65.83	119.03
C3a	36°09'50"	139.22	45.46	86.42
C3b	14°27'08"	139.22	17.65	35.02
C4	50°36'56"	79.22	65.83	67.73
C5	9°52'59"	486.10	42.03	83.74
C6	9°06'24"	546.10	43.49	86.71
C7	15°00'55"	546.10	71.97	142.71
C8	5°16'40"	486.10	22.40	44.76
C9	99°06'25"	20.00	23.46	30.44
C10	80°07'04"	20.00	16.82	25.74
C11	99°51'48"	20.00	23.78	30.61



LOCATION MAP

TOWN OF JACKSON

NELSON ENGINEERING
JACKSON, GREEN RIVER, WYO.
JACKSON - PHONE: 733-2087
P.O. BOX 1147 - 411 S. CACHE ST.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE THE UNDERSIGNED DO HEREBY CERTIFY THAT COLLECTIVELY WE ARE THE OWNERS OF A TRACT OF LAND WITHIN THE S1/2 NE 1/4 NW 1/4, SECTION 34, T41N, R116W, TETON COUNTY, WYOMING, WHICH TRACT OF LAND IS WHOLLY WITHIN THE CORPORATE LIMITS OF THE TOWN OF JACKSON AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT A POINT WHICH IS NORTH 180.00 FEET FROM THE NORTHWEST CORNER OF A TRACT OF LAND FORMERLY OWNED BY IDA WIED (BK. 44, PHOTOS PG. 34) AS PREVIOUSLY CONVEYED, SAID NORTHWEST CORNER BEING IDENTICAL WITH THE NORTHEAST CORNER OF LOT 9, BLOCK 10, 2ND CACHE CREEK ADDITION TO THE TOWN OF JACKSON, WYOMING, SAID POINT OF BEGINNING ALSO BEING THE NORTHWEST CORNER OF THE BRUCE PORTER SUBDIVISION - 1ST FILING, THENCE ALONG THE FOLLOWING COURSES AND DISTANCES, TO WIT:

BEARING	DISTANCE	REMARKS
NORTH	194.75 FEET	ALONG THE EAST LINE OF THE SECOND CACHE CREEK ADDITION TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF A PARCEL OF LAND OWNED BY THE TOWN OF JACKSON (BK 10, PHOTOS PG 340) THENCE;
EAST	106.00 FEET	ALONG THE SOUTH LINE TO THE SOUTHEAST CORNER OF SAID PARCEL (BK 10, PHOTOS PG 340) THENCE;
NORTH	60.00 FEET	ALONG THE EAST LINE TO THE NORTHEAST CORNER OF SAID PARCEL BEING IDENTICAL TO THE SOUTHWEST CORNER OF THE VAN VLECK ADDITION, THENCE;
EAST	470.00 FEET	ALONG THE SOUTH LINE OF THE VAN VLECK ADDITION TO THE SOUTHEAST CORNER OF SAID ADDITION THENCE
EAST	336.00 FEET	ALONG THE SOUTH LINE OF A PARCEL OF LAND OWNED BY THE JACKSON LUMBER COMPANY (BK 11, DEEDS PG 555) TO A POINT, THENCE;
EAST	340.82 FEET	ALONG THE SOUTH LINE OF A PARCEL OF LAND OWNED BY ALLEN G. STEED (BK 32, PHOTOS PG 82) AND A PARCEL OF LAND OWNED BY DONALD E. MOYER (BK 13, DEEDS PG 458) TO A POINT ON THE WEST LINE OF THE JOHN D. HALL PLAT, THENCE
S 00°02'00" E	269.64 FEET	ALONG THE WEST LINE OF THE JOHN D. HALL PLAT TO THE NORTHEAST CORNER OF THE BRUCE PORTER SUBDIVISION - 1ST FILING, THENCE;
WEST	696.80 FEET	ALONG THE NORTH LINE OF SAID BRUCE PORTER SUBDIVISION - 1ST FILING TO A POINT, THENCE;
N 88°06'57" W	456.25 FEET	ALONG THE NORTH LINE OF SAID BRUCE PORTER SUBDIVISION - 1ST FILING TO A POINT, THENCE;
WEST	100.00 FEET	ALONG THE NORTH LINE OF SAID BRUCE PORTER SUBDIVISION - 1ST FILING TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 7.469 ACRES MORE OR LESS.

WE FURTHER CERTIFY THAT WE HAVE CAUSED SAID DESCRIBED LAND TO BE SURVEYED AND PLATTED INTO LOTS, BLOCKS, STREETS, AND ALLEYS AS SHOWN HEREON; THAT THE ABOVE AND FOREGOING "BRUCE PORTER SUBDIVISION - 2ND FILING" AS IT APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGN OWNERS AND PROPRIETORS; AND THAT WE HEREBY DEDICATE AND SET APART THE STREETS, ALLEYS AND UTILITY EASEMENTS AS SHOWN ON THE PLAT TO THE USE OF THE GENERAL PUBLIC FOREVER. WE HEREBY RELEASE AND RELINQUISH ALL RIGHTS UNDER AND BY THE VIRTUE OF THE HOMESTEAD LAWS OF THE STATE OF WYOMING.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS DAY OF FEBRUARY 1976.

ALBERT L. NELSON

BEVERLY A. NELSON

DAVID W. UPDIKE

DOROTHY A. UPDIKE

JEANNINE PORTER GILL, EXECUTRIX OF THE ROBERT BRUCE PORTER ESTATE

STATE OF WYOMING } SS
COUNTY OF TETON }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY ALBERT L. NELSON, BEVERLY A. NELSON, DAVID W. UPDIKE, DOROTHY A. UPDIKE, AND JEANNINE PORTER GILL, EXECUTRIX OF THE ROBERT BRUCE PORTER ESTATE THIS 24th DAY OF May 1976.
WITNESS MY HAND AND OFFICIAL SEAL.

Beverley A. Williams
PUBLIC NOTARY
MY COMMISSION EXPIRES 11-10-79

ENGINEERS CERTIFICATION

I ALBERT L. NELSON, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT BY AUTHORITY OF THE FOREGOING OWNERS OF THE LAND SHOWN HEREON, I HAVE SUBDIVIDED THE SAID LAND AS SHOWN HEREON INTO LOTS, BLOCKS, ALLEYS AND STREETS TO BE KNOWN AS THE "BRUCE PORTER SUBDIVISION - 2ND FILING," THAT THE DIMENSIONS OF THE PLAT AND LOTS CONTAINED ARE CORRECTLY SHOWN TO A SCALE OF 1" = 50.00' AND THAT BY JUNE 1, 1976 ALL LOTS WILL BE WELL AND ACCURATELY STAKED

Albert L. Nelson
WYOMING P.E. AND L.S. NO. 578

STATE OF WYOMING } SS
COUNTY OF TETON }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY ALBERT L. NELSON THIS 26th DAY OF May 1976. WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC
MY COMMISSION EXPIRES March 22, 1978

APPROVED BY THE TOWN OF JACKSON

Lester L Mays — MAYOR — DATE 5-26-76

ATTEST BY TOWN CLERK — DATE 5-24-76

Donald V Stotler — TOWN ENGINEER — DATE 5/24/76

Gerald Winn — CHAIRMAN OF THE PLANNING COMMISSION — DATE 5/25/76

STATE OF WYOMING } SS #158687
COUNTY OF TETON }
FILED FOR RECORD IN MY OFFICE THIS 28 DAY OF May 1976, AT 10:00 AM
AND RECORDED AS PLAT NO. 278

V. Delores Boone
COUNTY CLERK AND EX-OFFICO REGISTER OF DEEDS

BRUCE PORTER SUBDIVISION – 2ND FILING

IN THE S1/2 NE1/4 NW1/4, SEC. 34, T41N, R116W, JACKSON, TETON COUNTY, WYOMING

DATE OF PREPARATION 2-11-76 — 15-76 — 2-15-76-5 — E.M.D.

#278

From:	Liz Barrett
To:	Brendan Conboy
Subject:	Dev Plan - Lot 505 E. Simpson Ave
Date:	Tuesday, May 12, 2020 3:49:32 PM

Hi Brendan,

I am the owner of 525 E. Simpson Avenue, the house adjacent to Lot 505 which is under review for a lot split. I wanted to reach out directly to the Planning Department to voice my alignment with my neighbors surrounding Lot 505 E. Simpson Ave. Dick Clark, Owner of Lot 507, shared with me the letter he wrote to the Planning Dept. today regarding the lot split of 505. I could go on to write my own letter, but I could not have said it better than he. I've attached the letter here for reference and support this point of view.

Thank you for giving us the opportunity to voice our desire to preserve the quality of life and original vision and intent of E. Simpson Ave.

Thank you,
Liz

--
Liz Barrett
Brand Director

p: 307.200.6113 ext: 621
f : 307.201.1478
m: 704.654.5114

Stio® | 1725 High School Road, Suite 310, Jackson, WY 83001
ebarrett@stio.com | www.stio.com

Richard A. and Viki J. Clark
507 East Simpson Ave.
Jackson, WY 83001

May 12, 2020

Town of Jackson Planning Commission
c/o Bredan Conboy, via email

To the members of the Town of Jackson Planning Commission:

We are the owners of 507 E. Simpson Ave, where we have lived for four years. We have come to love this neighborhood. Through our daily walks we have met many of our neighbors, most of whom have lived her far longer than us. It is a stable neighborhood, with light traffic, which encourages walking and bike riding on E. Simpson and adjacent streets.

The proposed Development Plan for 505 E. Simpson is troubling because it seeks to shoehorn two houses onto a space (lot 14) that in the current plat of October 5, 2005, is intended to accommodate only one house. The proposed addition of 1,125 square feet of land from the adjacent lot 7 in no way alters the buildable space on lot 14, because that additional square footage is not buildable and does not alter the building set back limitations. In fact, not only is the proposed additional property not buildable, neither is the dedicated easement to the east, which is approximately 1,515 square feet. Accordingly, although the addition of the 1,125 square feet to lot 14 would result in a total square footage of 15,000 square feet, the division of the expanded lot 14 into two lots (14a and 14b) would result in two building lots that are functionally much smaller than the minimum required 7,500 square feet. The effective size of the expanded lot 14 is only 12,360 square feet (15,000 minus the unbuildable portions to the east and west of 2,640 square feet (1,125 plus 1,515).

While we appreciate the need for additional workforce housing, squeezing two houses onto two gerrymandered lots is not a solution, and conflicts with the intended zoning for the neighborhood. Because the neighborhood does not have sidewalks, the children that ride their bikes and older folks who walk East Simpson and adjacent streets will inevitably face increased traffic and more opportunity for vehicle/pedestrian incidents. If each new lot incorporates two or three residential units, parking will also become an issue, as the only alternative to limited onsite parking is street parking, which because of the combination of driveway access to the two single family units and the easement to the east severely limits the amount of linear footage available for parking in front of the property. You should expect an increase in the number of vehicles parked in front of neighboring homes. Parking in the winter months will be even more of a nightmare.

Moreover, a resident herd of deer frequent the existing properties. Adding more building square footage, more traffic and more people will adversely affect these wildlife visitations.

In summary, the increased density that will result from the proposed Development Plan will add density to a property that is really not designed for it, with negative effects on traffic, parking and resident wildlife. There is no reason to expect that any of the anticipated housing units will be "affordable." Accordingly, what is the point of squeezing more density onto this property?

Very truly yours,

Richard A. Clark

Viki J. Clark

Re P20-062

May 11, 2020

Dear Jackson Town Planning Commission,

We are owners at 565 East Simpson Avenue and have been for 45 years. We like our single family low density NL-3 neighborhood and wish to preserve it as such.

NL-3 "General Intent: the intent of the Neighborhood Low Density -3 (NL-3) zone is to recognize existing residential neighborhoods and subdivisions and allow development of Single Family detached homes with up to one Accessory Residential Unit (ARU) in a way that is consistent with existing neighborhood character. This zone is intended for stable neighborhoods where increased residential density is not intended. "

It has come to our attention due to public posted notice that there is a proposal to AGAIN subdivide 505 East Simpson. It has been subdivided in the past. Now the developers wish to subdivide it again but do not have the necessary land required for such division. They have approached the next door neighbor for land to make this legal. In other words the developers are attempting to put three houses where normally there would and should be only two, thereby changing the zoning pattern and increasing our density that none of the homeowners want.

To be attractive to you, the developer has thrown the carrot of "affordable and workforce housing" which in actuality is not going to be affordable AND most importantly CHANGES the CHARACTER of the 400 and 500 blocks of East Simpson Avenue. We wish to maintain what we have and not be like most of East Jackson. We are entitled to the NL-3 zoning of East Simpson Avenue that is truly low density single family and we owners wish to keep it that way.

Thank you for helping us to do so.

Sincerely,

Alan and Diane Galbraith

Dear Town of Jackson Planning Commission and City Council

May 7, 2020

This letter is in response to a proposal for the manipulation of two lots and then a subsequent Land Division, located at 505 E. Simpson Ave and 475 E. Simpson Ave. Application Date 3/25/20 and Item #P20-062.

I am writing on behalf of myself, my wife and the additional signatories on this this letter. We are all on the same street and in the immediate vicinity of the applicants' lot(s). Personally, we live directly across the street.

The applicant's request on the application states it's requesting a "lot split for the property located at 505 E. Simpson Ave…", which leads one to believe it is a standard request to split a single lot, however this split is not for an existing lot, but the result of two adjoining lot owners joining forces to redistribute lot lines and acreage, by subtracting acreage from one lot and adding the acreage to another lot, and then have three houses where they currently would be allowed only one structure on two lots (2 homes). I do not have knowledge of the specifics or mechanics of their joint transaction, but I assure you it is structured to create increased value and profits for both of the lot owners over and above what they could achieve without this convoluted transaction. This request, quacks more like a mini Planed Unit Development (PUD), than your standard plain vanilla "lot split".

I only mention the increased value and profits as a rebuttal to the statement in the Planning Department's Transmittal Memo in Section 1, D1, a. - stating: "The approval of this application would help meet our community's Growth Management and workforce housing goals…" This statement waves the "flag of affordable and workforce housing", which then is used as a trump card to override zoning regulations and rationalizes improper development in areas where it otherwise is non-conforming. We have no knowledge of what the applicant(s) presented in their discussions with the Planning dept., but it would appear the topic of increased workforce housing was raised as a positive issue by the Developer Applicant(s) as a benefit of this project or a by-product for

future development of the adjoining lot owner (who's selling a portion of her lot to the applicant) and apparently endorsed by the Planning dept., This additional reason for approval due to the community benefit of this benevolent project should be stricken as a consideration for approval. As a business person I have absolutely no issue with maximizing profits, however I do take issue when a profit driven, total free market project is presented as bearing affordable housing benefits when the free market list price of these future houses will likely be 3.5 to 4 million dollars (the going price for new housing in E. Jackson). This objection is made with all due respect to the Planning dept.

There is one important piece of recent history that has been left out of the Planning Transmittal Memo and that is the fact that the lot requesting to be split (505 E. Simpson) was recently split once before and created the lot immediately adjacent to the north. I think that new lot is 507 E. Simpson Ave. So when a lot is split once, and the remaining lot size is less than the required sq. footage to split again, as is currently the case, how many more bites at the "splitting apple" does one get? In attempting to add enough acreage to the deficient existing lot to achieve sufficient acreage to qualify for splitting, they are adding a narrow spit of land that contributes no functionality to the new lot, but it only supports a numbers game that allows them to ask you for this new multi home development. This is not quality, this is quantity.

505 E. Simpson was purchased by the current owner, a construction company, who is not a naive average Joe, rather a "real estate professional". They knew exactly what they were buying and its limitations. It's odd lot size & shape was not forced upon them by government or another outside force subsequent to purchasing it, and so they suffer no hardship put upon them, they purchased it "as is" and knowingly.

Finally we ask you to closely review the zoning language of the zone the applicants lots reside in.

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Family detached homes with up to one Accessory Residential Unit (ARU) in a way that is consistent with the existing neighborhood character. This zone is intended for Stable neighborhoods where increased residential density is not intended."

The language and intent of this "Low Density" zone is extremely clear and quite specific. There are 2 areas that I underlined which you must consider in making your decision. 1) any development must be "consistent with the existing neighborhood character". East Simpson Ave does not have ANY increased density. There is zero existence of any housing creating increased density such as this. 2) Our street (where we have lived for 33 years) is one of the quietest and most "stable" streets & neighborhoods in Jackson and specifically East Jackson. In no way does their application deserve or have any condition precedent that justify's an exception to the Regulations.

The zoning regulations are intended to, and have succeeded (for the most part), in creating and protecting the community character of neighborhoods. We ask you to please do your job as the official custodians of the Town of Jackson's zoning regulations and exercise your fiduciary responsibility of upholding the regulations and deny this application.

Please do not sacrifice the integrity of our neighborhood by rationalizing the false proposition that taking a soft approach to the zoning regulations, and accepting this lot adjustment, will in any way benefit and mitigate our workforce housing issues. Houses currently being built in our end of E. Jackson (all on re-developed lots, such as the application) are listing between $3.5-$4 Million, and I assure you, whatever non-binding verbal considerations you may be given by the applicant or neighbor/partner for this application procedure, the houses planed to be built on these proposed lots are not going to be priced to be affordable to teachers, nurses, restaurant managers etc. Let's be honest.

We sincerely appreciate your consideration of our request.

Sincerely,

Mark and Jane LaJohn
520 E. Simpson Ave.

Willy and Nancy Watsabaugh
530 E. Simpson Ave.

Stewart Johnson
550 E. Simpson Ave.

Aaron & Victoria Sanders
545 E. Simpson Ave.

Elizabeth Barrett
525 E. Simpson Ave.

Jon D & Beth H Eastman
555 E. Simpson Ave

NANCY BROWN
535 E. Simpson
Nancy Brown

From: saddleback@wyoming.com
To: Brendan Conboy
Subject: Item #P20-062
Date: Tuesday, May 12, 2020 12:02:18 PM

Dear Planning Commission,

I must say that Mark LaJohn has basically said what needs to be said about Item P20-062. I wish to state I am not one who says "Not in My Neighborhood" but the piece of land is extremely small, at least in the section behind my town house. I cannot in good faith OK something when I do not know what the final plans will contain.

Sincerely

Harriet Minczeski
496 E. Pearl Ave.
P.O. Box 9206
Jackson, WY 83002
307-690-1841

This email has been checked for viruses by Avast antivirus software.
www.avast.com

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Thank you,
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Liz Barrett
Brand Director

p: 307.200.6113 ext: 621
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Stio® | 1725 High School Road, Suite 310, Jackson, WY 83001
ebarrett@stio.com | www.stio.com

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507 East Simpson Ave.
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May 12, 2020

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The zoning regulations are intended to, and have succeeded (for the most part), in creating and protecting the community character of neighborhoods. We ask you to please do your job as the official custodians of the Town of Jackson's zoning regulations and exercise your fiduciary responsibility of upholding the regulations and deny this application.

Please do not sacrifice the integrity of our neighborhood by rationalizing the false proposition that taking a soft approach to the zoning regulations, and accepting this lot adjustment, will in any way benefit and mitigate our workforce housing issues. Houses currently being built in our end of E. Jackson (all on re-developed lots, such as the application) are listing between $3.5-$4 Million, and I assure you, whatever non-binding verbal considerations you may be given by the applicant or neighbor/partner for this application procedure, the houses planed to be built on these proposed lots are not going to be priced to be affordable to teachers, nurses, restaurant managers etc. Let's be honest.

We sincerely appreciate your consideration of our request.

Sincerely,

Mark and Jane LaJohn
520 E. Simpson Ave.

Willy and Nancy Watsabaugh
530 E. Simpson Ave.

Stewart Johnson
550 E. Simpson Ave.

Aaron & Victoria Sanders
545 E. Simpson Ave.

Elizabeth Barrett
525 E. Simpson Ave.

Jon D & Beth H Eastman
555 E. Simpson Ave

NANCY BROWN
535 E. Simpson
Nancy Brown

From: saddleback@wyoming.com
To: Brendan Conboy
Subject: Item #P20-062
Date: Tuesday, May 12, 2020 12:02:18 PM

Dear Planning Commission,

I must say that Mark LaJohn has basically said what needs to be said about Item P20-062. I wish to state I am not one who says "Not in My Neighborhood" but the piece of land is extremely small, at least in the section behind my town house. I cannot in good faith OK something when I do not know what the final plans will contain.

Sincerely

Harriet Minczeski
496 E. Pearl Ave.
P.O. Box 9206
Jackson, WY 83002
307-690-1841

This email has been checked for viruses by Avast antivirus software.
www.avast.com

5/8/2020

To the Town of Jackson Planning Commission,

This letter is in response the request for lot split and land division regarding the properties located at 475 & 505 E. Simpson, identified as Item #P20-162.

I am writing this separate letter and am signatory to a letter with other property owners affected by this application. Our home is located at 530 E. Simpson.

I make these comments from having lived at 530 E. Simpson for over 33 years and seen the recent "Changes to our town and particularly east Jackson."

This request is in my humble opinion, is a total misuse of planning guidance for this neighborhood. This request should not be considered for a multitude of reasons; however I will only mention a few.

1. **In recent history a request for lot split was granted carving out a lot currently identified as 507 E. Simpson. That request and approval required easement of access from E. Simpson along the southeastern portion of the existing lot known as 505 E. Simpson. At the time of approval a statement was made in defense of the lot split that one new house was better than two. The sliver of property located currently on 475 E. Simpson in no way shape or form adds to the enhancement of this current**

request for a lot split, and only serves to add the required amount of square footage to meet some minimum standard. Well here we are!? Watching snow removal will be rich!

2. **Raising any discussion regarding affordable workforce housing is laughable.**
   I fail to see where two additional homes, that will be marketed at 2-3 million each will ease any workforce housing crisis. Let alone that the new owner/s would be the target audience that affordable workforce housing is seeking to meet.
   Any discussion regarding workforce housing on 475 E. Simpson is just "Pie in the Sky" and is not part of this application.

3. **Maintaining the Neighborhood; Adding two additional multi-million dollar homes does not improve the neighborhood, it will increase property taxes, it will increase someone's bank account. It will take another quiet street in Jackson and turn it to another group of sometime inhabited, over-sized houses in an otherwise nice neighborhood.**
   Say goodbye to another quiet, quaint, neighborhood!

Sincerely,
Willy Watsabaugh
530 E. Simpson
Jackson WY 83001

5/8/2020

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Sincerely,
Willy Watsabaugh
530 E. Simpson
Jackson WY 83001

TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: **PRESENTER**: Roxanne Robinson

MEETING DATE: July 6, 2020

SUBJECT: **Resolution 20-22 Authorizing A State Grant Application for Coronavirus Relief**

STATEMENT/PURPOSE

In order to be eligible to submit a Coronavirus Relief Grant application to the Office of State Lands and Investments (OSLI), a Resolution and a Certification Statement is required.

BACKGROUND/ALTERNATIVES

The Town of Jackson has expended funds not budgeted for since the beginning of the COVID-19 pandemic and will continue to expend funds through at least the end of 2020 if not farther into the future. This grant offering covers expenses incurred or expected to be incurred between March 1, 2020 and December 30, 2020. The Town has spent or will spend funds on payroll expenses for employees whose services were/are/will be substantially dedicated to mitigating or responding to the COVID-19 public health emergency, remote meeting infrastructure, public noticing, marketing support, PPE supplies, facility UV purification for HVAC systems, supplemental facility cleaning, portapotties, masks, sanitizer and related bottling supplies, gloves, downtown outdoor distancing infrastructure, posters and signage, barricades and floor markings, and reception area remodels to protect the health, safety, and welfare of employees and the public. To date, staff expenditures have been significant and by December 30, 2020 we project spending a total of $750,000. Funds have been spent in response to this pandemic that could have otherwise been spent on core service provision. Significant cuts to the FY20 budget and the FY21 budget were made as a result of the economic recession resulting from the COVID-19 pandemic and any reimbursement of funds spent and yet to be spent in responding will allow the Town to better maintain core services. There may well likely be a second wave of infections impacting the Town of Jackson budget and our ability to provide core services.

Additional information is provided below.

- Payroll Expenses: For a period of time, the majority of law enforcement time was substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Moving forward, depending on public health orders, this could again be the case in Jackson, WY. Time tracking for time spent on COVID-19 was immediately instituted for sworn law enforcement and is tracked each pay period. Additionally during the initial stages of the pandemic, public information staff, IT staff, and Town leadership staff members were solely focused on responding to and mitigating impacts of the public health emergency.
- Remote meeting infrastructure: The Town has spent significant sums setting up remote meeting infrastructure to meet statutory requirements to allow public participation at Council meetings and Planning Commission meetings. Infrastructure includes additional conference telephones, microphones, laptops, software, additional cameras, additional workstation.
- Public Noticing: The Town conducted additional public meetings and press conferences related to COVID-19 and each of these meetings and briefings required public noticing.
- Additional meeting minutes advertising and Streaming: Numerous additional remote meetings were held and pursuant to statutory requirements those meetings required minutes to be advertised in the paper. The Town live streams and archives meetings on the Town website through a third party contractor and each additional meeting not already planned for will cause the Town to exhaust the number of meetings

included in the price paid and will result in the Town spending more funds later in the year for additional meeting time.

- Marketing support: The town created and printed banners asking people to "Hunker at Home" in English and Spanish, managed the creation and printing of information at ten a-frame into boards throughout town, and created and shared posters stating "It's No Big Ask to Wear a Mask" for all START Buses.
- PPE and Mask Supplies: The Police Department and START Bus staff required PPE to continue to provide services and protect the health safety and welfare of our employees as well as the public. In order to reopen facilities safely and provide a safe working environment the Town purchases disposable masks and provides those free of charge to the public upon entering our facilities.
- Facility UV Purification for HVAC: In order to more safety allow critical service providers to work in the Town Hall, Police Department, Public Works and START facilities, the Town needed to improve the air quality by installing UV lighting in the air handling units.
- Supplemental facility cleaning: In order to bring employees back into facilities to provide government services safely, the Town increased its cleaning of facilities through our contractor.
- Portapotties: Additional restroom facilities were needed to support the health safety and welfare of residents and guests.
- Sanitizer and Related Bottling Supplies: In order to protect the public and staff, the Town needs to continue to provide hand sanitizer at each location where employees work.
- Downtown Outdoor Distancing Infrastructure: In order to reopen the downtown safely, infrastructure is needed including hand wash/sanitizing stations, masks, portapotties, signage, additional benches and tables, barricades, cones, traffic signage, pedestrian signage, posters and signage.
- Office Remodel Expenses: In order to reopen government facilities to the public while protecting the health safety and welfare of employees and the public, adequate separation infrastructure needed to be installed on a temporary basis initially and on a permanent basis moving forward including glass/plastic sneeze shields, floor markings, and signage.

There will be four opportunities prior to December 30, 2020 to submit grant applications and they are as follows:

Coronavirus Relief Grants		
SLIB Meeting Date	Application Due Date	Council Meeting Prior to App Due
Thursday, August 06, 2020	Thursday, July 23, 2020	Monday, July 20, 2020
Thursday, October 01, 2020	Thursday, September 17, 2020	Tuesday, September 08, 2020
Thursday, November 05, 2020	Thursday, October 22, 2020	Monday, October 19, 2020
Thursday, December 03, 2020	Thursday, November 19, 2020	Monday, November 16, 2020

We do not have an estimate of when we would be informed of grant approval or how soon we can submit requests for reimbursement but we believe these will be accomplished in all due haste. There is no guarantee funding will be awarded but staff recommends the resolution be approved.

The Council has several options including:

1. Approve Resolution 20-22 as presented along with the certification statement subject to any corrections.
2. Discuss the resolution and postpone action to the Town Council meeting of July 20.
3. Take no action thereby indicating to the State of Wyoming that the Town of Jackson does not need reimbursement for direct expenses and payroll expenses incurred as a result of the pandemic and economic recession.
4. Other.

COMPREHENSIVE PLAN ALIGNMENT

Reimbursement of these funds from the State of Wyoming will allow the Town to continue to maintain current, coordinated service delivery and quality community service provision as set forth in Section 8 of Common Value 3, Quality of Life.

STAKEHOLDER ANALYSIS

The stakeholders involved in receiving this grant funding include the citizens and guests that are served by the Town of Jackson annual budget, the Town of Jackson organization, the employees of the Town of Jackson.

FISCAL IMPACT

The fiscal impact of a successful grant application that authorized funding at the requested level for the Town of Jackson would be up to $750,000. In order to receive reimbursement, the Town Finance Department would need to submit detailed invoices and payroll information through grant reimbursement requests. Should the Town not spend that amount prior to December 30, 2020, the remaining funding would be retained by the State Land and Investment Board (SLIB).

STAFF IMPACT

Combined staff time spent on this grant application is approximately 25 hours. The staff impact of receipt of funding is positive in that it offsets some of the lost revenue due to the sharp decline in sales and lodging tax funding for Town operations.

LEGAL REVIEW

Ongoing.

ATTACHMENTS

Resolutions 20-22 and Certification Statement.

RECOMMENDATION

Staff recommends the Town Council approve Resolution 20-22 and the Certification Statement as presented, subject to any corrections, authorizing staff to submit a grant application to the Office of State Lands and Investment for Coronavirus Relief.

SUGGESTED MOTION

I move to approve Resolution 20-22 authorizing grant submission and the related Certification Statement as presented, subject to any corrections and authorize staff to submit a grant application to the Office of State Lands and Investment for Coronavirus Relief.

Resolution Number **20-22**

Entitled: A RESOLUTION AUTHORIZING SUBMISSION OF A CORONAVIRUS RELIEF GRANT APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR THE

TOWN OF JACKSON

FOR THE PURPOSE OF:

FUNDING PAYROLL EXPENSES, REMOTE MEETING INFRASTRUCTURE, PUBLIC NOTICING, MARKETING SUPPORT, PPE SUPPLIES, FACILITY UV PURIFICATION FOR HVAC, SUPPLEMENTAL FACILITY CLEANING, PORTAPOTTIES, MASKS, SANITIZER AND RELATED BOTTLING SUPPLIES, GLOVES, DOWNTOWN OUTDOOR DISTANCING INFRASTRUCTURE, POSTERS AND SIGNAGE, BARRICADES AND FLOOR MARKINGS, AND RECEPTION AREA REMODELS TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF EMPLOYEES AND THE PUBLIC.

(State Purpose of Project)

W I T N E S S E T H

WHEREAS, the Governing Body for the
TOWN OF JACKSON

desires to participate in the CORONAVIRUS RELIEF GRANT program to assist in financing this request; and

WHEREAS, the Governing Body of the
TOWN OF JACKSON
recognizes the need for the request; and

WHEREAS, the Coronavirus Relief Grant program requires that certain criteria be met, as described in the State Loan and Investment Board's Rules and Regulations governing the program, and to the best of our knowledge this application meets those criteria; and

WHEREAS, if any of the disbursed grant funds are later deemed to not comply with the SLIB criteria or the criteria of the CARES Act, the grant applicant agrees to repay the ineligible grant funds within 15 days of such finding to the Office of State Lands and Investments.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
TOWN OF JACKSON
that a grant application in the amount of $750,000
(Amount being requested)
be submitted to the State Loan and Investment Board for consideration at the next Board meeting after application processing to assist in funding the

TOWN OF JACKSON COVID-19 RESPONSE

(Name of Funds Requested)

BE IT FURTHER RESOLVED, that

Larry Pardee, Town Manager, Roxanne Robinson, Assistant Town Manager, and Kelly Thompson, Finance Director

(Name and Title of Person(s))

are hereby designated as the authorized representatives of the
TOWN OF JACKSON
to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED THIS

6th *(Date)* day of July *(Month)* 2020 *(Year)*

(Signature)

Pete Muldoon, Mayor

(Name and Title)

Attest:

(Signature)

Sandy Birdyshaw, Town Clerk

(Name and Title)

OFFICE OF STATE LANDS AND INVESTMENTS
Coronavirus Relief Grant Program
Certification Statement

WHEREAS, the Governing Body for the

TOWN OF JACKSON

Hereby Certifies that the funding being applied for under the WYOMING CORONAVIRUS RELIEF FUND GRANT program meets the requirements set forth under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). It is further certified that the funding being applied for meets the requirements of 2020 Spec. Session 1, SEA No. 001.

The CARES Act provides that payments from the Grant Fund may only be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019;

2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and

3. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

If any of the disbursed grant funds are later deemed to not comply with the SLIB criteria or the criteria of the CARES Act, the grant applicant agrees to repay the ineligible grant funds within 15 days of such finding to the Office of State Lands and Investments.

BE IT FURTHER RESOLVED, that

Larry Pardee, Town Mgr, Roxanne Robinson, Asst Town Mgr, and Kelly Thompson, Finance Director

(Name and Title of Person(s))

are hereby designated as the authorized representatives of the
Certification Statement
to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED THIS

6th day of July 2020

(Date) *(Month)* *(Year)*

(Signature)

Pete Muldoon, Mayor

(Name and Title)

Attest:

(Signature)

Sandy Birdyshaw, Town Clerk

(Name and Title)

State of Wyoming
State Loan and Investment Board
Coronavirus Relief Grant Program

APPLICANT INFORMATION

Applicant Category	**Government Entity:**	X	**Medical Entity:**		**Tribal Council:**	

Applicant	Town of Jackson				
Mailing Address	P.O. Box 1687				
City	Jackson	**State**	WY	**Zip**	83001
E-Mail Address	lpardee@jacksonwy.gov	**Phone #**	307-733-3932		
Tax ID #:	83-6000069				
Contact Person (Name and Title)	Larry Pardee, Town Manager				
Phone #	307-733-3932	**E-Mail Address**	lpardee@jacksonwy.gov		

WYOMING CORONAVIRUS RELIEF FUND INFORMATION

CRG Funding Name TOWN OF JACKSON COVID-19 RESPONSE

Amount of Funding Requested $750,000 NOTE: This amount must match the amount on the submitted resolution

List all <u>other</u> funding sources for the project in the table below including the status and amount expended, if any.

Other Funding Source Description	Amount	Status*		Amount Expended	Funding Percentage
		Pending	Approved		
					0.00%
					0.00%
					0.00%
					0.00%
Total Other Funding	**$0**			**$0**	

***Documentation to support the status must be attached to the Application Packet.**

Estimated Total Funding Request: $750,000

Balance of Request Unfunded: 750,000
Auto Calculated
(Estimated Project Costs less Amount Expended)

Estimated Funding Percentage: 100%
% is auto calculated
(Amount Requested/Estimated Project Costs)
(Final Funding Percentage is Determined by Board Approved Amount)

I certify that I am authorized to sign this application on behalf of our governing body, and the applicant will comply with all appropriate requirements, if approved.
To the best of my knowledge and belief, the information in this application is true and correct.
I understand the State may review any relevant documents or instruments relating to the analysis of this application.
I further certify by signing and submitting this application that all program eligibilty criteria have been reviewed and this application reflects the criteria.
I understand that if grant funds spent are later found to be ineligible, the applicant will be requested to pay back the ineligible funds within 15 days to the Office of State Lands and Investments.

Signature Date

Larry Pardee, Town Manager
Name and Title (typed)

Applicant: Town of Jackson

CRG Request Type TOWN OF JACKSON COVID-19 RESPONSE

	Yes	No
1. Are the funds being applied for to cover costs for necessary expenditures incurred due to the public health emergency with respect to the COVID-19?	X	
2. Are the funds being applied for used to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020?	X	
3. Are the funds being applied for used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020?	X	
4. Will the funds be fully expended (not just encumbered) by December 30, 2020?	X	
5. Will there be reporting requirements (in addition to SLIB's) related to the use of the funds, if any? If yes, please explain below.		X

N/A.

6. Please provide a description of the amount of all federal loans, grants or aid provided for COVID-19 related purposes including from the Coronavirus Aid, Relief and Economic Security (CARES) Act, Public Law 116-136, or other similarly purposed federal act for which the agency/entity is eligible for.

Both WYDOT and Idaho Dept of Transportation received CARES funds and will provide Southern Teton Area Rapid Transit (START) bus system an estimated $500,000. No transit expenditures are being applied for from SLIB.

The Town is eligible for $750,000 in incurred to date and estimated expenses to get to 12/30/2020:
$300,000 payroll and FMLA
$200,000 telework capabilities, information technology cost
$100,000 public information, communications
$150,000 PPE, disinfection

7. Please provide a description of the amount of all federal loans, grants or aid provided for COVID-19 related purposes including from the Coronavirus Aid, Relief and Economic Security (CARES) Act, Public Law 116-136, or other similarly purposed federal act for which the agency/entity has applied for.

None.

8. Please provide a description of the amount of all federal loans, grants or aid provided for COVID-19 related purposes including from the Coronavirus Aid, Relief and Economic Security (CARES) Act, Public Law 116-136, or other similarly purposed federal act for which the agency/entity has received.

None.

Applicant: **Town of Jackson**

CRG Request Type **TOWN OF JACKSON COVID-19 RESPONSE**

1. Briefly describe the reason for which you are requesting funding. (Please attach extra pages if needed.)

The Town of Jackson is requesting funding to cover direct expenses incurred related to the COVID-19 response because 1) these funds were not anticipated, budgeted or authorized in the FY20 budget, 2) with the severe economic downturn in visitation, sales tax, lodging tax, disposable income for locally unemployed residents the Town had to quickly cut approximately 10% from the FY20 budget during the 4th quarter, 3) the Town needed to use all available fund reserves in FY20 and FY21 above recommended thresholds to offset revenue losses in sales and lodging tax and therefore could not utilize fund reserves to cover expenditures related to the provision of core services, 4) the Town reduced the revenue projections for sales and lodging tax by 50% for FY21, and 5) record high levels of overtime in law enforcement and fire safety were necessary and utilized funding.

2. Describe how the funds being applied for are to cover costs for necessary expenditures incurred due to the public health emergency with respect to the COVID-19. (Please attach extra pages if needed.)

Payroll Expenses: For a period of time, the majority of law enforcement time was substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Moving forward, depending on public health orders, this could again be the case in Jackson, WY. Time tracking for time spent on COVID-19 was immediately instituted for sworn law enforcement and is tracked each pay period. Additionally during the initial stages of the pandemic, public information staff, IT staff, and Town leadership staff members were solely focused on responding to and mitigating impacts of the public health emergency.
Remote meeting infrastructure: The Town has spent significant sums setting up remote meeting infrastructure to meet statutory requirements to allow public participation at Council meetings and Planning Commission meetings. Infrastructure includes additional conference telephones, microphones, laptops, software, additional cameras, additional workstation.
Public Noticing: The Town conducted additional public meetings and press conferences related to COVID-19 and each of these meetings and briefings required public noticing which resulted in additional expenses.
Additional meeting minutes advertising and Streaming: Numerous additional remote meetings were held and pursuant to statutory requirements those meetings required minutes to be advertised in the paper. The Town live streams and archives meetings on the Town website through a third party contractor and each additional meeting not already planned for will cause the Town to exhaust the number of meetings included in the price paid and will result in the Town spending more funds later in the year for additional meeting time.
Marketing support: The town created and printed banners asking people to "Hunker at Home" in English and Spanish, managed the creation and printing of information at ten a-frame boards throughout town, and created and shared posters stating "It's No Big Ask to Wear a Mask" for all START Buses.
PPE and Mask Supplies: The Police Department and START Bus staff required PPE to continue to provide services and protect the health safety and welfare of our employees as well as the public. In order to reopen facilities safely and provide a safe working environment the Town purchases disposable masks and provides those free of charge to the public upon entering our facilities.
Facility UV Purification for HVAC: In order to more safety allow critical service providers to work in the Town Hall, Police Department, Public Works and START facilities, the Town needed to improve the air quality by installing UV lighting in the air handling units and these expenses were not budgeted for in FY20.
Supplemental facility cleaning: In order to bring employees back into facilities to provide government services safely, the Town increased its cleaning and santizing of facilities through our contractor.
Portapotties: Additional restroom facilities were needed to support the health safety and welfare of residents and guests.
Sanitizer and Related Bottling Supplies: In order to protect the public and staff, the Town needs to continue to provide hand sanitizer at each location where employees work.
Downtown Outdoor Distancing Infrastructure: In order to reopen the downtown safely, infrastructure is needed including hand wash/sanitizing stations, sanitizer and bottling supplies, portapotties, signage, additional benches and tables, barricades, cones, traffic signage, pedestrian signage, instructional posters and signage.
Office Remodel Expenses: In order to reopen government facilities to the public while protecting the health safety and welfare of employees and the public, adequate separation infrastructure needed to be installed on a temporary basis initially and on a permanent basis moving forward including glass/plastic sneeze shields, floor markings, and signage.

3. Describe how the funds being applied for were used or are to be used to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020 for necessary expenditures incurred due to the public health emergency with respect to the COVID-19. (Please attach extra pages if needed.)

The major portion of the funds being applied for are to be used to cover costs that were not accounted for in the FY20 Town of Jackson budget. The monies spent by the Town of Jackson were necessary expenditures incurred due to the public health emergency with respect to the COVID-19 pandemic. These monies were necessary in order to protect the health, safety, and welfare of the residents, guests, employees and employers. Life/safety employees and critical workers were still required to perform their duties and provide for the continuity of government in order to serve the public and provide core services. The funds were used and will be used to fund the areas listed below:

Payroll Expenses: For a period of time, the majority of law enforcement time was substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Moving forward, depending on public health orders, this could again be the case in Jackson, WY. Time tracking for time spent on COVID-19 was immediately instituted for sworn law enforcement and is tracked each pay period. Additionally during the initial stages of the pandemic, public information staff, IT staff, and Town leadership staff members were solely focused on responding to and mitigating impacts of the public health emergency.

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TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Legal **PRESENTER**: Lea Colasuonno

MEETING DATE: July 6, 2020

SUBJECT: Licensing Agreements for AT&T Small Cell Locations and Ordinance T

STATEMENT/PURPOSE

The purpose is item to for Council to review three proposed agreements:

1. A Franchise Agreement between the Town of Jackson and AT&T (Ord T);
2. A Master License Agreement between Town of Jackson and AT&T; and
3. A Consent Agreement between the Town, AT&T and Lower Valley Energy.

BACKGROUND/ALTERNATIVES

In recent years wireless communications has undergone rapid technological development and, with it, vast and fast legal change instituted by the Federal Communications Commission (FCC) has swept municipal law. In 2014 and 2015 there was robust change to cell tower macro sites – the tall structures that dominated the industry – and the Town addressed those with a Land Development Regulation in 2015. More recently, smaller wireless technology, encompassed in the term "Small Wireless Facilities," a term of art specifically defined by the FCC, has been rapidly developed and deployed worldwide. Recognizing this, in 2018, the FCC issued orders concerning these facilities requiring, among other things:

- Applications for "Small Wireless Facilities" (as those are defined by the FCC) be processed within either 60 days (for existing facilities) or 90 days (for new facilities).
- For all Small Wireless Facility applications received, municipalities provide an initial incompleteness determination within 10 days.
- All permits and authorizations for Small Wireless Facilities be approved or denied within the applicable time period unless the applicant agrees to a different time frame. This includes all types of permits, and if applicable, a franchise and a license agreement to use municipal infrastructure.
- All permit fees be reasonable and cost based.
- Municipal regulation of the aesthetics of Small Wireless Facilities be reasonable, no more burdensome than on other infrastructure, objective, and published in advance. The deadline for such regulations was April 15, 2019.

When these FCC orders regulating Small Wireless Facilities were issued the Town enacted regulations, as strict and protective as possible within the confines of the FCC orders, regarding aesthetics, character, and dimension. Specifically, the Town enacted its Wireless Telecommunication Facility Design Standards ("Design Standards") in April 2019. The Design Standards are uniform, include only three types of Small Wireless Facilities (Types I, II, and III), and if an application to construct a Small Wireless Facility complies with them, it is processed at the staff level.

AT&T was the first company to contact the Town about constructing Small Wireless Facilities. The agreements before Council are required in order for AT&T to develop Small Wireless Facilities within the Town and each one governs a different relationship between AT&T and the Town.

1. The proposed Franchise Agreement is between the Town and AT&T, is required by state statute, and governs the overall relationship between the parties for AT&T to install small cell infrastructure within the right-of-way of the Town. It is akin to the franchises required for each and every utility company that operates in the right-of-way – recent examples of which include CenturyLink and Charter.
2. The proposed Master License Agreement is between the Town and AT&T, is required by the Town as the owner of structures (poles, streetlights, etc.), and governs the specific relationship between the parties in the Town's role as lessor and AT&T's role as lessee.

3. The proposed Consent Agreement is between the Town, AT&T and Lower Valley Energy, is required by the Town, and governs the relationship when AT&T places small cell infrastructure on Lower Valley Energy structures.

COMPREHENSIVE PLAN ALIGNMENT

Comp Plan Section 4. Town as the Heart of the Region - The Central Complete Neighborhood:

- Enabling and optimizing communications in the Town core supports the goal of concentrating development and activity in the Town by "improving the quality of life in Town and the economic stability and service delivery for the entire community."

Section 6. A Diverse and Balanced Economy:

- The Comp Plan envisions "developing a sustainable, vibrant, stable and diversified local economy" with specific goals that include "enhancing tourism as the basis of the economy, encouraging local entrepreneurial opportunities, facilitating viable local businesses, [and] ensuring year-round economic viability." Developing, maintaining and improving wireless communication infrastructure within the Town is fundamental to each of these goals.

Section 7. Multimodal Transportation:

- Alternative transportation, such as rideshare vehicles, bikeshares, and large-scale mass transit, is a critical component of the Comp Plan. These alternative transportation modes all require wireless communication networks, making investment in and improvement of the Town's wireless infrastructure a critical step in achieving this Comp Plan goal.

Section 8. Quality Community Service Provision:

- This Comp Plan section opens with the statement that "life-safety, educational, social, cultural and recreational services [are] central to residents' Quality of Life and a visitor's experience," and specifically highlights the need for "the efficient, timely, and safe delivery of critical utilities and services, such as police, fire protection, emergency medical treatment, and water and sewer services." All of these services rely on wireless communication networks to operate, thus achieving this goal involves increasing the Town's current wireless infrastructure.

STAKEHOLDER ANALYSIS

The stakeholders involved in this issue include the public generally, the business community, and visitors.

FISCAL IMPACT

The foreseeable fiscal impacts of this item are:

- Recurring fees from use of the ROW (annual franchise and licensing fees). The Town has negotiated the maximum rate – $270 per pole per year – allowable under federal law at this time and has included a clause that, should the federal law change, the Town will receive the maximum amount per pole per year then allowed.
- Individual permit fees (one-time Encroachment Permit Application fees).
- Ongoing legal consultant costs.

STAFF IMPACT

Staff impact to date has been significant over the course of the year and was concentrated in the Legal Department. Some consultation with the Planning Director and Town Engineer has also occurred on various technical issues of the Franchise and Master License Agreement.

After execution of the agreements, staff expects significant long-term impacts in the Planning and Legal Departments and the Engineering Division of Public Works, including impacts from franchise renewal (mostly Legal Department), new application processing (all three departments), and management of maintenance and repair of the facilities located in the right-of-way (mostly the Engineering Division and Legal Department).

LEGAL REVIEW

Ongoing as Needed.

ATTACHMENTS

Master License Agreement
Consent Agreement
Ordinance T

RECOMMENDATION

Staff recommends approval of the franchise ordinance and execution of the Master Licensing and Consent Agreements.

SUGGESTED MOTIONS

Agenda Item V.A.3. Licensing Agreements for AT&T Small Cell Locations

I move to approve and authorize the Mayor to execute the Consent Agreement and Master License Agreement with AT&T, subject to any minor changes as required by the Town Attorney.

Agenda Item VII.A. Ordinance T

I move to approve Ordinance T on first reading.

MASTER LICENSE AGREEMENT FOR ATTACHMENTS TO LICENSOR FACILITIES

THIS MASTER LICENSE AGREEMENT FOR ATTACHMENTS TO LICENSOR FACILITIES ("**License**"), made and entered into this ___ day of _____ ,_____, (the "Effective Date") by and between the Town of Jackson, a municipal corporation of the State of Wyoming, with its principal offices located at 150 East Pearl Ave., Jackson WY 83001, (hereinafter referred to as "**Licensor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company (hereinafter referred to as "**Licensee**") a corporation with business headquarters at 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (collectively referred to as the "**Parties**").

WITNESSETH

1. PROPERTY TO BE LICENSED

The Licensor owns certain vertical structures which may be capable of accommodating Licensee's facilities (the "Licensor's Facilities"). Per the terms and conditions as hereinafter set forth, Licensor does hereby agree to license unto Licensee a non-exclusive right to use Licensor's Facilities appropriate for the placement of certain wireless equipment necessary for Licensee's operation of its wireless communications facilities including but not limited to fiber optic and coaxial cables, antennas, receivers and transceivers, mounting hardware, power supplies, grounding or bonding wires and other equipment which may be owned by Licensee or Licensee's customers subject to the limitations herein ("Licensee's Equipment"). The right of use is subject to the terms and conditions set forth in this License, and requires the execution of a Schedule A for Licensee's use of any Licensor Facilities, which Schedule shall identify specifically the property to be licensed (including any structure that will be used and any real property that will be used), the location of the property, the Licensee's Equipment that will be permitted to be placed at or near the property, the design and location of those facilities, the conditions upon, and the means of access to, the property and Licensor's Facilities, the compensation for the site license, and any special conditions on the use of the property. Once a Schedule A becomes fully executed, the property licensed to Licensee and identified in Schedule A shall be hereinafter referred to as the "Premises." Any fully executed Schedule A is made a part hereof for all purposes. The decision to issue a Schedule A shall be at the Licensor's discretion.

2. TERM

The License shall be for an initial term of five (5) years, commencing on the date that this Agreement is fully executed by both Parties ("Effective Date") and ending on the fifth (5th) anniversary of the Effective Date, provided that, without limiting the other provisions of this License related to termination, the License shall terminate if the Franchise Agreement, or if any material terms of that agreement (or any schedule thereto) or this License are unenforceable, or if any authorization Licensee requires to maintain or operate its wireless facilities expires or is terminated. Unless otherwise terminated as specified herein, this License shall automatically renew for up to three (3) additional five (5) year terms, unless either party notifies the other Party of its intent to terminate the License at least one hundred eighty (180) days before the termination of the then current term; or for any particular Premises, if the parties are unable to agree to terms for compensation for continued use. Terms governing the use of, and the conditions under which third parties may own equipment on the Premises are material.

3. AUTHORIZED USE

Licensee shall use the Premises only for purposes authorized under its Franchise Agreement. Licensee agrees to inform Licensor if Licensee needs to abandon or vacate the Premises during the term hereof. In

the event that Licensee abandons or vacates the Premises, Licensee's obligation to remit Rent shall terminate on the date that Licensee has removed Licensee's Equipment from the Premises, restored Licensor's Facilities and other property affected by the use of the Licensor's Facilities to its prior condition, as required herein and complied with any special conditions that may apply to any particular Licensor Facility. Licensee agrees not to use the Premises and not to permit them to be used by its employees, customers, agents, or contractors in violation of the Franchise Agreement or any law, ordinance, or regulation of any governmental body or authority having jurisdiction thereof.

No toxic materials may be stored or used at the Premises unless specifically identified and permitted under Schedule A, and subject to such additional indemnities, and assumptions of liability as Licensor may decide are appropriate.

Licensee's use of the Premises is secondary to use by Licensor, and shall not prevent use of the Premises for other purposes or interfere with the primary uses of the Licensor's Facilities. If the Licensor determines that it is in its interest to alter the Premises, or to remove Licensor's Facilities to which Licensee's Equipment is attached, Licensor may require Licensee, at Licensee's sole cost and expense, to relocate or otherwise reconfigure Licensee's Equipment on the Premises, or may terminate any respective Schedule A as it relates to a specific Licensor Facility, with not less than One Hundred Eighty (180) days prior written notice, or sooner if an emergency situation exists. Licensor shall cooperate with Licensee to find an alternative Licensor Facility to which Licensee's Equipment may be attached. In all events, Licensee shall promptly remove Licensee's Equipment at its expense. Licensee is responsible for all activities associated with its use of the Premises, and without limitation shall ensure that those activities are conducted in a manner that does not cause interference with any Licensor communications system, or any public safety communications system associated with the Premises.

Without limitation, Licensee must clearly identify by signage approved by Licensor, any hazards created by Licensee's Equipment to persons who may access the Premises. Licensee will immediately cease operations of any of Licensee's Equipment upon Licensor's request as Licensor deems appropriate to permit it or any public agency, or anyone authorized by them, to perform work upon or near the Premises. Licensee shall provide Licensor access to a disconnect box at the Premises that will permit Licensor to shut down Licensee's equipment as Licensor deems appropriate to permit it or any public agency, or anyone authorized by them, to perform work upon or near the Premises, under circumstances where Licensee cannot be asked to shut down its Facilities, or Licensee fails to do so.

Licensee may not attach to any Licensor Facilities, including those on Schedule A, until it has provided a complete description and cost estimate for the work associated with the use of the Licensor Facilities, including costs and work associated with providing electricity to the Premises; all structures have been certified as safe for use at the location specified (e.g., where a breakaway pole is required, a breakaway pole is proposed; where there is an applicable setback recommendations for road placement, those recommendations are satisfied); and all necessary permits have been obtained.

4. RENT

a. Initial Rents. The rents for use of Licensor Facilities shall be established in the applicable Schedule A, and shall be set by mutual agreement of the Parties, except as specified herein. For Licensor's Facilities in the right-of-way on Public Street Lights or Traffic Signals as defined herein in Section 21, rents shall be charged as provided in this Section. To the extent that Licensor consents to the attachment of any Licensee's Equipment to a Licensor Facility, Licensor shall require rent in the amount of Two Hundred and Seventy

Dollars ($270.00), per year per pole for each approved attachment that is a small wireless facility. For purposes of calculating rent and payments associated therewith, a "year" is from January 1 to December 31 annually. Only Equipment owned, maintained and operated by Licensee may be placed upon any Licensor Facility or associated property pursuant to this agreement. If there is a modification to the Licensor Facility or Licensee's Equipment such that the facility is no longer a "small wireless facility" Licensor shall be entitled to additional, mutually agreed compensation which compensation must be agreed upon prior to modification. Rent shall be adjusted annually based on the percentage increase in the annual average CPI-U for the West Region, with the 2020 annual average serving as the reference period and with the first adjustment being made for the year beginning January 1, 2021.

b. Rent Adjustments. Licensor reserves the right to further adjust this fee, effective on or at any time after January 1, 2021, if based on a study of its actual costs, an adjusted fee is a reasonable approximate of costs, the costs are reasonable, and are non-discriminatory. Licensor also may adjust the fee to any lawful amount, at any time after judgment enters in the appeal of FCC's Order In the Matter of Accelerating Wireless Broadband Deployment By Removing Barriers to Infrastructure Investment, FCC 18-133, WT Docket No. 17-79, 85 FR 51867 (Oct. 15, 2018), or if the FCC modifies that Order, and such judgment or modification permits a fee to be charged that is not based on cost. In the event Licensor conducts a study prior to any fee adjustment, Licensor must provide to Licensee any study and a breakdown of actual costs considered resulting in a fee adjustment and Company shall reimburse the Town for a proportional share of the costs of conducting such study, based on the number of wireless franchisees whose compensation for use of the rights-of-way for placement of wireless telecommunications facilities is based on cost. If after implementation of the adjusted fee, applicable law is modified so that the increased fee rate must be changed to comply with a change in applicable law ("Change of Law"), then the parties agree to promptly amend this Agreement to revise the increased fee consistent with such Change of Law effective as of the date the Change of Law occurred, which fee may increase, or decrease. If the parties cannot reach agreement, the parties shall be deemed to have agreed that the Town is entitled to collect the maximum amount that may be collected consistent with applicable law.

c. Time for Payments. The annual rent due for use of or attachment to any Licensor Facility shall be paid in accordance with this paragraph. On the first day of the month following approval of a Schedule A, for any Facility, Licensee shall pay Licensor a prorated rent for the calendar year in which approval occurs. The calculation for the prorated year shall be: the annual rent divided by twelve (12), multiplied by the remaining months in the year of approval. Thereafter, on July 1 of every year, Licensee shall pay Licensor the annual rent owed for the use of Licensor's Facility. For each additional use or attachment for which additional rent may be required consistent with Section 4.a., Licensee shall pay a prorated rent from the date of installation for the calendar year in which the installation occurs. The calculation for the prorated year for the attachment shall be: the annual rent divided by twelve (12), multiplied by the remaining months in the year. Thereafter, on July 1 of every year, it shall pay the Licensor the rent owed for the additional attachments or users. If Licensee ceases to use a Licensor Facility, Licensor will rebate an allocable portion of the rent paid in advance, based upon the date all of Licensee's Equipment are removed, and the Premises restored in accordance with this License.

d. Notwithstanding the foregoing, if the licensed wireless telecommunications facility is subject to a $270 franchise fee (as the same may be adjusted for CPI-U), and that fee is paid, Licensee shall be entitled to a credit against the rental fee otherwise owed under this section equal to $270 (as the same may be adjusted for CPI-U). The credit does not apply if the fee paid under this agreement is a fee established in accordance with paragraph b, or if the fee is for a facility other than a small wireless facility.

e. No Accord or Satisfaction. The acceptance of any rent shall not be treated as an accord or satisfaction. Licensor may audit books and records and inspect facilities as necessary to ensure rents owed are being paid.

5. TAXES

a. During the term of this License, Licensee shall pay the taxing authorities directly for payment of all taxes and assessments of any type which may become due and payable for the Premises, if any, whether known or unknown, and whether now existing or later.

b. Licensee shall, during the term of this License, and of any and all extensions or renewals thereof, pay the taxing authorities directly, as the same shall become due and payable, all sales tax, personal property tax, occupancy tax or use tax, and business license fees, if any, imposed by federal, state or local law, upon any and all property or improvements installed on the Premises by Licensee for use in Licensee's business, or upon inventory stored on the Premises by Licensee.

c. Neither the rents nor the taxes described in Sections 4 or 5(a)-(b) are in lieu of any other taxes that Licensee may owe to Licensor or the State.

6. INDEMNITY

Notwithstanding anything herein to the contrary, Licensee shall indemnify and hold the Licensor, its employees, officers, officials, and representatives, free and harmless from and against any and all liabilities, losses, claims, demands, suits, judgments, causes of action and/or expenses of any kind or nature, including the payment of reasonable attorneys' fees, resulting from property damage and/or personal injury, including death, resulting from or in any way arising out of Licensee's use of the Premises, except to the extent arising out of the gross negligence or willful misconduct of the Licensor. The foregoing indemnity shall survive the expiration or termination of this License.

All property kept, stored, or maintained in or on the Premises shall be kept, stored, or maintained at Licensee's sole risk and expense, and Licensee agrees to pay and discharge any and all mechanic's, materialman's or other liens against the Premises arising from Licensee's use thereof.

7. INSURANCE

Licensee shall procure and maintain insurance for the duration of this License against any and all claims for injuries to persons or damages to property which may in any way arise from, or in connection with the Licensee's use of the Premises hereunder. Such insurance shall be in the following minimum amounts:

Minimum Coverages and Limits:

a.	Commercial General Liability	$5,000,000 per occurrence in the aggregate
b.	Commercial Automobile Liability	$1,000,000 per occurrence
c.	Workers' Compensation	Statutory Requirements
d.	Employer's Liability	$500,000/$500,000/$500,000

Certificates showing proof of such insurance shall be submitted to Licensor prior to the Effective Date of this License. Further, it shall be an affirmative obligation upon Licensee to advise the Town Manager, or his/her designee, at least thirty (30) days in advance of cancellation or non-renewal of any required coverage, and to provide substitute coverage that satisfies the requirements of this Agreement prior to cancellation or non-renewal; and subject to such terms that there is no lapse in coverage.

The required Commercial General Liability policy per ISO form CG 00 01 or its equivalent shall provide coverage for harms that may arise out of Licensee's operations under this License. Licensor, its officers, officials and employees shall be included as additional insureds by endorsement as respects this License

under the Commercial General Liability and Commercial Automobile Liability policies required by this section. Such coverage shall be primary to the extent of Licensee's negligence and/or willful misconduct, and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Licensee shall, to the extent required by law, maintain Workers' Compensation Insurance for all of Licensee's employees who are in any way connected with the performance under this License. Such insurance shall comply with all applicable state laws and provide a waiver of subrogation against the Licensor, its officers, officials, agents and employees, unless otherwise approved by Licensor.

Insurance shall be placed with insurers with a current A.M. Best's rating of not less than A-VII and licensed to do business in the state of Wyoming. Licensee shall not self-insure in satisfaction of any insurance requirement set out herein without the express, written consent of Licensor.

Licensee shall be fully and solely liable for any costs or expenses arising as a result of a coverage deductible, co-insurance penalty, or self-insured retention, including any loss not covered because of the operation of such deductible, co-insurance penalty or self-insured retention.

Licensee shall cause each of its contractors performing services hereunder, if any, to purchase and maintain insurance of the type specified herein, unless Licensee's insurance provides coverage on behalf of each contractor.

Unless reached by Commercial General Liability Coverage, insurance must cover any harms caused by RF radiation, in amounts equal to that provided for under Commercial General Liability coverage.

8. ALTERATIONS TO PREMISES

Except for maintenance and repairs of Licensee's Equipment which do not alter the physical characteristics of Licensee's Equipment or the Premises, Licensee shall not make any changes, alterations, or additions to the Premises without the express, written consent of the Licensor. Any and all permitted changes, alterations, or additions to the Premises made by Licensee shall be at Licensee's sole cost, risk, and expense. However, upon the termination of this License, any or all such improvements, shall automatically become the property of Licensor, at Licensor's option; and except as the same become the property of Licensor, the same shall be removed by Licensee and Licensee shall restore the Premises to their prior condition. Where a structure was replaced, Licensee may be required to remove the structure and replace it with a structure that (at Licensor's option) is either as close as possible to the original replaced structure, or consistent with similar Licensor Facilities in the corridor. For purposes of clarity, the parties agree that Equipment that can be removed without altering the appearance, or affecting the safety, or Licensor's use, of Licensor's Facilities as the same have been modified by Licensee shall not be considered "improvements" and shall be removed within thirty (30) days following the expiration or early termination of this License.

9. REPAIR AND CARE OF LICENSED PREMISES

Licensee shall not commit any waste of the Premises and shall promptly pay for any and all damages to the Premises to the extent caused by Licensee, its employees, agents, contractors. Licensee shall not use or permit the use of the Premises by Licensee, its employees, agents, or contractors in violation of any present or future law of the United States or the State of Wyoming or in violation of any present or future Licensor

or municipal ordinance or regulation. Licensee shall promptly give Licensor notice of any accident or damage to the Premises.

Licensee shall at all times keep the Premises in clean and orderly condition.

Licensee shall be responsible for all maintenance of the Licensee's Equipment on the Premises, which shall be maintained in good order, and shall comply with the conditions in any approval granted for the Premises. This requires, without limitation, removal of graffiti promptly, repainting facilities, ensuring wiring is properly attached and neatly installed, and ensuring equipment cabinets are locked and sealed. Licensee shall not interfere with, or conduct activities on the Premises that prevent, Licensor from otherwise maintaining the Premises. Licensor owes no duty to repair or maintain to Licensee. The foregoing notwithstanding, Licensor reserves the right to take immediate steps to remove and/or otherwise mask graffiti. Such action does not relieve the Licensee from its obligation to maintain the Premises as stated herein.

10. UTILITIES

Licensee shall pay all charges for utilities it uses on the Premises through direct billing from the utility. Utility equipment and facilities must be installed in a manner acceptable to the Licensor, to the extent not specifically shown in Schedule A. Failure to comply with this requirement may result in non-renewal or termination of the License. Notwithstanding the forgoing, Licensor may permit Licensee to utilize Licensor's existing electrical services, except where impermissible under applicable tariffs provided the Parties agree to the manner of calculation and payment for Licensee's energy utilization. Either party may terminate such an arrangement, provided at least thirty (30) days written notice is provided to permit installation of any required meter. The formation of any such arrangement shall not release Licensee of its obligation to pay for all utilities associated with its use of the Premises.

11. REMOVAL OF IMPROVEMENTS

All furnishings, trade fixtures, equipment and other personal property installed in or on the Premises by Licensee shall remain the property of Licensee and may be removed by Licensee at any time, subject to Section 8 of this License.

12. ASSIGNING AND SUBLETTING

Without the written consent of the other party, neither party may assign, sub-license, or transfer in any manner, in whole or in part, its rights, duties or obligations under this License. A change in control of Licensee or its parent shall be considered a transfer. Such consent shall not be unreasonably withheld, conditioned, or delayed by Licensor. Notwithstanding the foregoing, to allow for internal restructuring Licensee shall have the right to assign this License and all rights and obligations accorded Licensee to a wholly-owned subsidiary or a parent entity of Licensee without the prior written consent of Licensor, provided that the change is not part of a transaction that results in a change of control or an assignment of assets to an entity that is not under the control and ownership of the entity that is the ultimate parent of Licensee as of the Effective Date. In the event Licensee assigns this License to a subsidiary or parent entity, Licensee shall provide Licensor with prior written notice of such assignment, and such entity must agree to be bound by this License, become the Licensee, and to accept liability for all acts and omissions of the prior Licensee. Further, notwithstanding the foregoing, any entity to which the Licensee may assign, sub-license, or transfer any of its rights, duties or obligations to under this License, shall have all required approvals

from all federal, state and local authorities applicable now, or that become operative in the future, and must enter into a franchise agreement with Licensor prior to any such assignment.

Neither this License nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto. Notwithstanding the foregoing, any transfer of the rights granted hereunder, in whole or in part, from Licensee by merger, consolidation, liquidation or otherwise by operation of law, shall constitute an unapproved assignment or subletting, hereunder, and this License shall immediately terminate therewith, without any further action necessary on Licensor's part, and without any refund or proration of rent. The ordinary use of capacity or services on Licensee's network is not a transfer, provided that allowing any person to place equipment at the Premises is a transfer, subject to the following paragraph.

Licensor shall be deemed to have consented to placement of property owned by Licensee's customers and placed wholly within facilities owned by Licensor, provided that (a) the third party use complies with the conditions of the Franchise Agreement, Section 2.2.3; (b) the third party agrees that it shall be jointly and severally liable for any damage caused by use of the Premises for which Licensee would be liable; (c) that Licensor is only obligated to Licensee as provided in this License, and not such third party, and Licensor owes no duty to such third party, including any duty of care with respect to such third party's property; and (d) that any third party property may be treated as the property of Licensee for all purposes under this License.

13. SURRENDER OF LICENSED PREMISES

Subject to the provisions of this License governing restoration, Licensee shall surrender the Premises at the expiration or earlier termination of this License, or any extension thereof, or of any other holdover tenancy, or within thirty (30) days thereafter, in as good a condition as when the Premises were delivered to Licensee, normal wear and tear excepted.

14. HOLDOVER

Should Licensee holdover the Premises, or any part thereof, after the expiration of any then-current term of this License, then such holding over shall constitute a tenancy from day to day, only, and Licensee shall pay the rent owed, plus an additional fifty percent (50%) of the then-existing rent until such time as all of Licensee's Equipment is removed from the Premises.

15. TERMINATION

During the term of this License, Licensee may terminate any respective Schedule A by giving the other party one hundred eighty (180) days written notice of the intent to terminate. Licensor may terminate as provided in this Section, Section 3 or Section 21; where continued use would result in additional expense to Licensor for which Licensor is not compensated; or should Licensor wish to abandon its use of the structure at the location. Nothing in this Agreement prevents Licensor from selling its Facilities to Licensee.

Should a material breach or violation of any provision of this License occur, either party may terminate any individual Schedule A issued hereunder to which the default pertains, upon written notice to the other, provided that the defaulting party shall be given a reasonable time to cure such breach or violation, but, subject to Section 17, in no event shall the defaulting party be entitled to more than thirty (30) days after said written notice to cure, except with the consent of the noticing party.

Notwithstanding the foregoing, Licensor may terminate this License or any or all Schedule A approvals if: (i) a Licensee breach affects all Schedules and this License as a whole; (ii) Licensee engages in a pattern of

acts or omissions that create a hazard to persons or property(ies) even where individual acts or omissions have been cured within the periods set forth in this Section 15; or (iii) Licensee takes any action that, in the sole and absolute discretion of Licensor, impairs the ability of the Licensor or any utility or government agency to provide services, and Licensee fails to correct such action within the cure periods set forth in this Section 15. Licensor shall not be required to provide more than one (1) written notice to Licensee of the existence of any specified pattern of acts or omissions.

16. WAIVER OF COVENANTS

The waiver by Licensor or Licensee of a breach of this License shall not operate as a waiver of any subsequent breach. No delay in acting with regard to any breach of this License will be construed to be a waiver of the breach.

17. ACTS OF GOD AND UNAVOIDABLE INTERRUPTIONS

Neither Licensor nor Licensee shall be liable for failure to perform any obligation hereunder, or for any delay in doing so, when such failure or delay is caused by strike, lockout, governmental restriction, acts of God, or any other similar cause beyond the control of the parties hereto, only to the extent and for the period that such interruption continues, save and except that the provisions of this Section shall not excuse a nonpayment of rental or other sums due hereunder on the due date thereof.

18. ACCESS TO PREMISES

Licensee may access the Premises and Licensee's Equipment at all reasonable times, with notice to Licensor except as otherwise specified in a Schedule A. Licensor or Licensor's agents shall have the right to access Licensee's Equipment at all reasonable times for the purpose of inspecting or examining Licensee's Equipment, or as necessary to make such repairs to the Premises as Licensor shall deem necessary or required hereunder.

19. NOTICES

All notices required hereunder shall be in writing and shall be deemed to have been duly given upon receipt if mailed by certified or registered mail, postage prepaid, addressed to the party to whom intended at the address provided below or at such other address as such party shall hereinafter designate to the other party in writing as prescribed by this Section 19.

Licensor: Town of Jackson
c/o Legal Department
P.O Box 1687
Jackson, WY 83001

Licensee:
New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Site No. City of Jackson Wireless MLA (WY)
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a copy to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Dept – Network Operations
Site No. City of Jackson Wireless MLA (WY)
208 S. Akard Street
Dallas, TX 75202-4206

20. RIGHTS OF SUCCESSORS AND ASSIGNS

The rights and obligations herein shall inure to and be binding upon the parties hereto, their successors and assigns.

21. ADDITIONAL RULES APPLICABLE TO PUBLIC STREET LIGHTS AND PUBLIC TRAFFIC SIGNALS

The provisions of this Section are in addition to, and not a replacement for, the other provisions of this License, and apply whenever Licensee seeks to attach to a Public Street Light (as defined below).

A. Definitions.

1) "Luminaire" means the luminaire, the supporting arm, and the electrical wires and controls for the luminaire.

2) "Public Traffic Signal" means a structure primarily designed for actively controlling or monitoring vehicular traffic flow on a right of way, including the supporting pole, traffic signals, arms, control equipment and equipment cabinets on site and electric power wire, and associated equipment required to serve the structure from the point of service by the electric utility serving the Public Traffic Signal, including any conduit, foundations, internal dividers, hand holes, vaults, pedestals, and bases. Traffic signs and their supporting posts are not Public Traffic Signals. This term does not include (i) traffic signals attached to a utility pole, building, or similar structure, or (ii) any facility that is privately owned.

3) "Public Street Light(s)" means a structure primarily designed for lighting a public right-of-way or other property owned or controlled by Licensor, including the supporting pole, Luminaire, arms, electric power wire, and associated equipment required to serve the structure from the point of service by the electric utility serving the Public Street Light, including any conduit, foundations, internal dividers, hand holes, vaults, pedestals, and bases. A Public Street Light does not include (i) a lighting system attached to a utility pole, traffic signal pole, building, or similar structure, or (ii) any facility that is privately owned.

B. Public Traffic Signal and Public Street Light Poles Available for Use.

1) Public Traffic Signal and Public Street Light Poles that the Licensor agrees may be used by Licensee must be under the ownership of Licensor, or transferred to the ownership of the Licensor prior to use by Licensee. Licensee shall be responsible for all costs actually incurred by the Licensor in connection with the replacement of Public Traffic Signals or Street Lights, or the installation of Licensee's Equipment on existing Public Traffic Signals or Street Lights, including but not limited to costs to the Licensor for equipment to monitor or control the Public Traffic Signals or Street Lights as replaced or modified. Licensee is also required to bear all costs of any necessary relocation or modification of facilities owned by entities other than the Licensor and

authorized and in place on the Public Traffic Signals or Public Street Lights prior to Licensor's use of the Public Traffic Signals or Public Street Lights.

2) Licensee will be responsible for all costs associated with installing, maintaining, replacing and relocating any Public Traffic Signals and Public Street Light it uses under this License in accordance with applicable law. If Licensee fails to properly and timely maintain the Public Traffic Signals or Public Street Lights as required herein, or if its use adversely affects the safe operation of the same Licensor may do either or both of the following, in addition to exercising any rights it may have under law or equity or other provisions of this Agreement: (i) terminate the use of the Public Street Light; and (ii) cause the Public Street Lights to be maintained and bill Licensee for the cost thereof. Notwithstanding the foregoing, Licensor acknowledges and agrees that Licensor shall be solely responsible for any ongoing operation and maintenance of the Luminaire that is unrelated to Licensee's use of the Public Traffic Signal or Public Street Light for the purpose of supporting Licensee's Equipment. To avoid confusion, if the modifications to, or replacement of the Public Street Lights requires replacement of a Luminaire, or increases costs associated with the Luminaire, those costs shall be chargeable to, and borne by Licensee.

3) Licensor will be responsible for the monthly electrical costs associated with the Luminaire, and any other facilities it may install that use power; *except that*, if the costs to the Licensor are higher because of the replacement or use of the Public Street Light by Licensee, Licensee will pay those additional costs. Licensor will also be responsible for any costs associated with replacing the Luminaire or installing additional facilities for its own use after the installation of Licensee's Equipment and installation of any replacement pole. In addition to other termination rights provided in this License, Licensor may refuse to allow replacement or use of a Public Street Light or terminate use of any or all of the Public Street Lights if Licensor determines permitting use or replacement of Public Street Lights would (i) alter the tariff under which it is able to purchase electric service; (ii) create unsafe conditions or (iii) otherwise increase the costs of providing Public Street Lighting.

C. Location and Design of Wireless Facilities on Public Traffic Signals or Public Street Lights.

1) The Licensor must specifically approve the design of any of Licensee's Equipment attached to a Public Traffic Signal or Public Street Light, and the design of any replacement Public Traffic Signal or Public Street Light. Licensor may designate the Luminaire to be installed as part of the replacement at any time prior to construction of the replacement Public Traffic Signal or Public Street Light. The Licensor is under no obligation to approve use of additional Public Street Lights or Traffic Signals with designs approved for any particular location, as the approvals with the design shown is site-specific; nor is it under any obligation to approve a modification to any design.

2) The Licensor's approval is not in lieu of required permits or other authorizations required by the Licensor Code's or Regulations, state law, or federal law.

D. Emergency Response Plan and Costs. Prior to performing any work on any Public Street Light or Public Traffic Signal (including but not limited to the initial installation of Licensee's Equipment), Licensee must have a Licensor-approved emergency response plan that identifies Licensor-approved contractors who will respond in the event of an emergency involving Public Street Lights or Public Traffic Signals that are being used by Licensee. The response plan must include (i) adequate response times and (ii) contact information for emergencies twenty-four (24) hours a day and seven (7) days a week. Without limiting the other provisions of this License, Licensee must pay all costs associated with emergency responses to hazards involving the Public Street Lights or Public Traffic Signals it uses,

including any cost incurred by the Licensor in emergency responses involving the Licensee's Equipment. In addition, to the extent not addressed by the foregoing, there must be an approved plan, acceptable to the Licensor, for the inspection and maintenance of the Public Street Lights or Public Traffic Signals that are being used by Licensee.

E. Inventory. Licensee shall maintain within or near the Licensor, an inventory of replacement Public Street Lights or Public Traffic Signals of the same design, size, and color as the replacement Public Street Lights or Public Traffic Signals that have been installed pursuant to this License to ensure that, in the event of a failure of a replacement Public Street Light or Public Traffic Signal, whether caused by the Licensee's Equipment or by any other event, including an act of God, it may be promptly replaced with a Public Street Light or Public Traffic Signal of the same design. The inventory shall be the largest whole number of replacement Public Street Lights and Public Traffic Signals equal to ten percent (10%) times the number of Public Street Light and Public Traffic Signals to which Licensee's Equipment are attached pursuant to this License.

F. Modification, Relocation, Replacement or Removal. The Licensor (or such other governmental agency as may be responsible for work) shall not bear any costs associated with modifying, relocating, replacing or removing the Licensee's Equipment. A modification of a Public Street Light or Public Traffic Signal would include, but not be limited to, the addition of cameras, sensors, traffic signs, banners, and communications equipment for use by any governmental agency for its own purposes or to provide services to the public.

G. New Street Light. At Licensor's option, upon abandonment of Licensee's Equipment on a Public Street Light or termination or expiration of this License, Licensee shall, in addition to taking such other actions as may be required by this License, bear all costs associated with removing the Licensee's Equipment and replacing any replacement Public Street Lights with new street lights satisfactory to the Licensor and similar in design to other Public Street Lights in the same area. Should the Licensor determine that it no longer wishes to use a particular replacement Public Street Light, it may require Licensee to remove such replacement Public Street Light. The obligation in this section includes but is not limited to the obligation to remove any foundation installed as part of a replacement Public Street Light, and to install an appropriate foundation, and restore the surrounding area to its prior condition.

22. AS IS CONDITION

Licensor Facilities licensed to Licensee pursuant to this License are licensed to and accepted by Licensee "as is" and with all faults. The Licensor makes no representation or warranty of any kind as to the present or future condition of or suitability of the Licensor Facilities for Licensee's use and disclaims any and all warranties express or implied with respect to the physical, structural, or environmental condition of the Licensor Facilities and their merchantability or fitness for a particular purpose. Licensee is solely responsible for investigation and determination of the condition and suitability of any Licensor Facilities.

23. REPORT DAMAGE AND REIMBURSEMENT TO LICENSOR

Licensee, its personnel, agents and contractors shall exercise reasonable caution to avoid damaging the facilities and property (including the rights of way) of Licensor and shall make an immediate report to Licensor of the occurrence of any such damage caused by its personnel, agents, or contractors. Licensee agrees to reimburse Licensor for all reasonable costs incurred by Licensor for repair of such facilities and property damaged by Licensee, its personnel, agents, and contractors.

24. FINANCIAL SECURITY.

In order to secure the performance of its obligations under this License, Licensee will provide to the Licensor, in the form of a bond or an irrevocable Letter of Credit with a bank acceptable to the Town Manager, or his/her designee, in the amount of $20,000 per structure occupied ("the Financial Security") up to a total of $100,000 for the first ten (10) occupied. Should Licensee occupy more than a cumulative total of ten (10) Licensor Facilities, Licensee shall provide additional security in amount determined by the Town Manager to adequately protect the Licensor from the risks related to the use of Licensor Facilities.

A. If Licensee defaults on any obligation Licensor may draw upon the Financial Security including the full amount of any compensation, or costs it may incur, plus costs and reasonable attorneys' fees up to the full amount of the Financial Security**.**

B. Licensee must restore the Financial Security to its full amount within thirty (30) days after written notice from the Licensor that any amount has been recovered from the Financial Security**.**

C. Failure to maintain the Financial Security, or to restore the Financial Security to its full amount within thirty (30) days will constitute a material breach of this License. Licensee will be relieved of the foregoing requirement to replenish the Financial Security during the pendency of an appeal from the Licensor's decision to draw on the Financial Security.

D. The rights reserved by the Licensor with respect to the Financial Security are in addition to all other rights and remedies the Licensor may have under this License, or otherwise.

25. RISK OF LOSS

Licensee bears all risks of loss or damage of the Licensee's Equipment from any cause, and the Licensor shall not be liable for any damages or loss associated with loss or damage of the Licensee's Equipment, including, without limitation, damage caused by the Licensor's removal of the same, or work by Licensor on the Premises. Provided that, if actions taken by Licensor make the Premises unusable by Licensee, the rents owed by Licensee shall be suspended.

26. AS-BUILT DRAWINGS

Upon the completion of each installation, Licensee must promptly furnish to the Licensor an "as-built" map that identifies the exact location of the Premises and the location of all facilities associated with the Licensee's Equipment. The information must be provided in a format that is compatible with Licensor's GIS system. It must also provide as-built drawings showing all the components of the Licensee's Equipment as constructed.

27. NO PROPERTY INTEREST CONVEYED; NO INTERFERENCE

Nothing in this License may be deemed to grant, convey, create, or vest in Licensee a real property interest in land or any structure, including any fee, leasehold interest, or easement. No reference herein to a right of way or to Licensor Facilities shall be deemed to be a representation or warranty by Licensor that its interest is sufficient to permit its use for Licensee's purposes, and Licensee shall be deemed to gain only those rights to use as are proper in Licensor, and as Licensor may have the undisputed right and power to give. Licensee's use may not interfere with any public uses of any public property. If such interference should occur, Licensee shall immediately take steps to resolve such interference.

28. CONTINUED OBLIGATIONS

Licensee's obligations to indemnify, to maintain insurance, to maintain the Financial Security, and to take any action required upon termination or abandonment shall survive termination until all obligations are satisfied.

29. ENTIRE AGREEMENT

This License constitutes the entire agreement between the Parties hereto, and the Parties hereto agree that neither Licensor nor Licensor's agents or representatives have made any other promises or representations to Licensee regarding the Premises or the rights granted herein. This License may not be modified or amended except in writing signed by both Parties hereto. The material terms of this License are not severable.

30. GOVERNING LAW

This License is subject to applicable federal laws, but shall be governed by, construed and enforced in accordance with the laws of the State of with the laws of the State of Wyoming, without reference to its conflicts of law principles. If suit is brought by a party to this License, the Parties agree that trial of such action shall be vested exclusively in the United States District Court for the District of Wyoming or in Teton County, Wyoming in the Ninth Judicial District.

31. GOVERNMENTAL IMMUNITY

The Town of Jackson does not waive its governmental immunity by entering into this License, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this License.

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed as of the day and year first above written.

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

Licensee:

NEW CINGULAR WIRELESS PCS, LLC

By: AT&T Mobility Corporation
Its: Manager

_____ _____

Name: _____, _____ Date:

Licensor:

_____ _____

Name: Pete Muldoon, Mayor **Date:**

ATTEST: _____

Sandra P. Birdyshaw, Town Clerk

AGREEMENT PERMITTING USE AND REPLACEMENT OF LIGHT POLES BETWEEN LOWER VALLEY ENERGY COOPERATIVE THE TOWN OF JACKSON, WYOMING AND _____

This Agreement ("Agreement") is entered into this ___ day of _____, 2019 by and between _____ ("Licensee"), Lower Valley Energy Cooperative ("LVE") and the Town of Jackson, Wyoming ("Town"). _____, LVE and Town are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

Background

WHEREAS, this Agreement is made in light of the following premises and circumstances, all of which are a part of this Agreement**:**

A. Town is a political subdivision of the State of Wyoming with jurisdiction over the Right-of-Way ("ROW") for certain purposes and pays for certain street lights owned, installed, and maintained by LVE located within and outside the ROW upon which _____ wishes to place Facilities;

B. Town is the primary user of those light poles, and may control the design and placement thereof, subject to its agreements with LVE; and

C. LVE and the Town agree that, in light of that arrangement, Town agreement is necessary before _____may attach to or replace any street light pole, and Town is willing to consent to attachment to, and as necessary, replacement of those street lights, subject to the terms and conditions of this Agreement.

Agreement Terms and Conditions

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the Licensee, LVE, for valuable consideration, hereby agree as follows:

1 Definitions

For the purpose of this Agreement, the following terms when used herein shall have the following meanings:

(a) "LVE Poles" means street light poles owned and maintained by LVE.

(b) "Facilities" means Small Wireless Facilities Licensee is authorized to install in the ROW pursuant to that certain Franchise Agreement dated _____.

(c) "Small Wireless Facility" shall have the same meaning as under the regulations of the Federal Communications Commission as of June 1, 2020.

(d) "Street Light Pole" is a structure whose primary purpose is to provide street lighting. The term includes all parts of a street light, including but not limited to the foundation, supporting structure, power supplies and conduits, monitors, sensors, luminaires and other equipment and structures used in connection with the provision of street lighting or other services at a street light. Without limitation, a luminaire attached to a wooden utility pole is not a Street Light Pole.

2 Consent

(a) Town consents to the placement of the Facilities on, and the replacement as necessary of the LVE Poles identified on Exhibit 1 with the designs shown on Exhibit 1 ("Town Consent"). The designs shown on Exhibit 1 include all the Facilities that will be installed in connection with the replacement, whether directly attached to the pole or not, and whether owned by Licensee or not, including electrical meters and disconnect boxes. By way of example but not limitation, there will be no additional power supplies, back-up power supplies, meters, signs, antennas or structures in addition to those shown in Exhibit 1. Licensee may, in the future, request use of additional LVE Poles, which, if approved, shall be incorporated into and become a part of Exhibit 1 attached hereto. This Agreement is not a consent to placement of Facilities on, or the replacement of the LVE Poles with any different design, or to future modifications of the design by Licensee or any other person. The Parties agree Town Consent is strictly conditioned on use of the attached designs, which are designed to conceal the installations and maintain a design the Town is willing to accept. While Town will consider changes to the approved design, the Town shall have no obligation to approve changes to the design. The Town is under no obligation to approve use or replacement of additional poles, as the approval with the design shown is site-specific. At the Town's discretion, the Town may require Licensee to replace a LVE Pole with a Street Light Pole that will be owned by the Town, and Town will permit Licensee to attach to that Street Light Pole consistent with the terms and conditions that under which it provides access to Street Light Poles it owns to others, the cost required to replace and retire the LVE Pole will be paid by Licensee.

(b) Additional LVE Pole replacements and designs for the replacements may be added to Exhibit 1 by mutual consent of the Parties.

(c) The LVE Poles must either remain under the ownership of LVE, and be maintained by LVE, unless transferred to the ownership of the Town at the Town's request, in.which case the Town will pay the remaining book value of the pole at transfer. Nothing in this paragraph affects the rights of the Town to require removal of LVE Poles, in accordance with terms of the franchise agreement.

(d) Licensee's use will be secondary to the Town's use of the LVE Poles, and Licensee's use may not interfere with, or prevent Town's use of the LVE Poles. The main purpose of the LVE Poles will continue to be to provide effective, efficient, safe street lighting, consistent with the plan for the Town. Town may, at its sole cost and expense, cause the LVE Poles, or any part thereof to be modified, replaced or removed at any time where it determines modification, replacement or

removal is necessary to any public purpose, or should it choose not to provide street lighting at a location via the LVE Pole being used by Licensee, but will work with Licensee so that Licensee's Facilities can continue to be accommodated within the Street Light Pole if reasonably feasible, or will work with Licensee in good faith to identify alternative locations for the Licensee Facilities. Licensee will bear any costs it incurs in connection with the modification, replacement or removal of the LVE Poles, or any portion thereof. Removal includes relocation. Without limitation, an installation that is unsafe is an interference with Town use

(e) Licensee will bear all costs associated with the placement of its Facilities on and the replacement of the LVE Poles, and all costs associated with maintenance of the LVE Poles from and after attachment or replacement, as applicable, except as noted herein. Town may, prior to the commencement of attachment or replacement, designate a luminaire that is to be installed, consistent with its plans for street lighting in the Town. Town will bear costs associated with powering and replacing the luminaire after the initial rework with respect to a placement or replacement of the LVE Pole. Provided, if as a result of Licensee's use of the facilities, the cost to Town is higher than it would be if Licensee were not using the facility, of if costs to Town are higher because of changes to or the replacement of the LVE Light Poles, Licensee will pay the difference, and further, if the Town incurs any additional or higher costs whatsoever that it is not bearing now, Licensee shall bear those costs. The Town agrees to provide to Licensee such reasonable documentation to substantiate any additional or higher costs.

(f) Town Consent is contingent on the _____ entering into an agreement for use of the LVE Poles (the "LVE Pole Agreement") consistent with this Agreement, and on that agreement remaining in full force and effect; and on _____having authority to use and occupy the property upon which the LVE Pole is located.

(g) Town Consent may be terminated if Licensee violates the conditions of the Town Consent, and fails to cure the default within thirty (30) days following written notice of such default. LVE may terminate consent if Town consent is terminated, or for any reason permitted under the LVE Pole Agreement.

(h) Upon termination of Town Consent, in addition to complying with termination conditions established by the LVE Pole Agreement, Licensee shall remove its Facilities from the LVE Pole and shall also remove or cause to be removed facilities associated with its use of the LVE Pole. If there would be maintenance or other costs associated with the LVE Pole that the Town may be required to bear if Town Consent is terminated and those costs exceed the costs that the Town would pay if the LVE Pole was of a design that did not include Licensee's Facilities, Town may require Licensee to remove and replace the LVE Pole with a LVE-approved design of the Town's choosing, comparable to the design used by the Town in the same area.

(i) Licensee's Facilities must remain in good condition and of good appearance and be maintained in safe condition. Where an existing LVE Pole is replaced with a Street Light Pole of a different design if the replacement Street Light Pole fails (which failure may include, but not be limited to, loss of power, or damage attributable to any cause), the street light pole and street lighting must

be as promptly restored as street lights without Facilities are restored. If, for any reason, a street light could be restored using a design that does not include the Facilities, and cannot be restored as promptly with the approved design for the Facilities, the street light shall be restored without the Facilities.

(j) The consent is not a waiver of any police power of the Town, which powers apply separate and apart from this Agreement.

(k) Town does not guarantee or warrant that LVE Poles are located on property which may be accessed or occupied by Licensee, it being the sole responsibility of Licensee to determine whether the LVE Pole may be occupied by it. The consent is not an authorization by Town to take any action which would constitute an unauthorized intrusion or nuisance to property.

3 Compensation.

(a) Licensee shall pay the Town the reasonable costs the Town incurs in connection with the administration of this Agreement, and as otherwise provided herein.

(b) In return for the consent of the Town, Licensee shall pay the Town a recurring fee of $270 per annum for each use of a LVE Pole, which is in addition to the negotiated fee from LVE for use of their pole and facilities. This amount shall be adjusted annually based on the percentage increase in the annual average CPI-U for the West Region, with the 2020 annual average serving as the reference period and with the first adjustment being made for the year beginning January 1, 2021. Provided, if the Facility is subject to a $270 franchise fee (as the same may be adjusted for CPI-U), and that fee is paid, Licensee shall be entitled to a credit against the rental fee otherwise owed under this section equal to $270 (as the same may be adjusted for CPI-U). Town also may adjust the fee to any lawful amount, at any time after judgment enters in the appeal of FCC's Order In the Matter of Accelerating Wireless Broadband Deployment By Removing Barriers to Infrastructure Investment, FCC 18-133, WT Docket No. 17-79, 85 FR 51867 (Oct. 15, 2018), or if the FCC modifies that Order, and such judgment or modification permits a fee to be charged that is not based on cost. If after implementation of the adjusted fee, applicable law is modified so that the increased fee rate must be changed to comply with a change in applicable law ("Change of Law"), then the parties agree to promptly amend this Agreement to revise the increased fee consistent with such Change of Law effective as of the date the Change of Law occurred, which fee may increase, or decrease. If the parties cannot reach agreement, the parties shall be deemed to have agreed that the Town is entitled to collect the maximum amount that may be collected consistent with applicable law.

(c) Compensation to LVE shall be as provided in the LVE Pole Agreement.

4 Liability and Indemnity

(a) Town shall not be subject to claims of damage for any act or omission in connection with the use,

modification, removal or replacement of LVE Poles. For removal of doubt, the Town does not owe any duty with respect to work performed by LVE, nor shall it be required to reimburse Licensee for damage that may be caused by LVE or its contractors, whether that work is or is not undertaken for the Town.

(b) Licensee, its personnel, agents and contractors shall exercise reasonable caution to avoid damaging the facilities of, or leased by Town and shall make an immediate report to Town of the occurrence of any such damage caused by its personnel, agents or contractors. Subject to Section 4(c) below, Licensee agrees to reimburse Town for all reasonable costs incurred by Town for repair of such facilities damaged by Licensee, its personnel, agents and contractors. This obligation is in addition to obligations that Licensee has to repair and restore under the Franchise Agreement.

(c) No Party shall be liable to the other for any special, indirect, or consequential damages arising from any breach of this Agreement.

(d) Nothing in this Section shall prevent either party from seeking equitable relief for any breach of this Agreement.

(e) Licensee shall save the Town, its officers, employees, contractors and agents harmless from all liability or damage (including judgments, decrees, court costs, and defense costs) arising out of or related in any manner to the use, modification, removal or replacement of LVE Poles, or the exercise of the consent granted herein, or the acts or omissions of Licensee, its officers, employees, contractors, or agents, unless said claims result from the gross negligence or willful misconduct of a party indemnified under this Agreement.

5 Assignment; Third Party Beneficiaries

(a) Without the written consent of the other party, no Party may assign, sub-license, or transfer in any manner, in whole or in part, its rights, duties or obligations under this Agreement; the Town Consent granted is personal. A change in control of a Party or its parent shall be considered a transfer. Such consent shall not be unreasonably withheld, conditioned or delayed by Town. Notwithstanding the foregoing, to allow for internal restructuring Licensee shall have the right to assign this Agreement and all rights and obligations accorded Licensee to a wholly-owned subsidiary or a parent entity of Licensee that remain under the same control as of the effective date, without the prior written consent of Town. In the event Licensee assigns this Agreement to a subsidiary or parent entity, Licensee shall provide the other Parties with prior written notice of such assignment. A license or lease of capacity of facilities that is not a transfer under the Franchise is not a Transfer under this Section.

6 General Provisions

(a) Notices

(i) All notices required or permitted to be given to any Party by any other party under any provisions of this Agreement shall be in writing. Notice shall be deemed served when delivered by hand or sent by a nationally recognized overnight courier service to the other party's address set forth below during normal business hours. If a Notice is mailed, service is deemed complete upon the earlier of actual delivery or the close of business on the third business day following the date when the Notice is placed in a receptacle regularly maintained by the U.S. Postal Service addressed to the party at the address set forth below with postage pre-paid.

(ii) Notices shall be given to the following:

If to **Town:**

Town of Jackson
c/o Town Manager
P.O. Box 1687
Jackson, WY 83001
With a copy to Town Attorney at the same address which shall not constitute notice.

OTHER NOTICES

If to **_____:**

If to **_____:**

Or to such other addresses and persons as Town, LVE or Licensee may hereafter designate in a notice given in accordance with this Section 6.

(b) Non-Waiver

Failure of any Party to take action to enforce compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or any authorization granted hereunder terminated, or to exercise any right or privilege hereunder, shall not be construed as a continuing or future waiver of such term, condition, right or privilege, but the same shall be and remain at all times in full force and effect.

(c) Headings

All headings contained in this agreement are for convenience only and are not intended to affect the meaning or interpretation of any part of this Agreement.

(d) Governing Law

This Agreement and the rights and obligations contained in it shall be construed in accordance with, and governed by, the laws of the State of Wyoming without regard to its choice of law provisions.

(e) Governmental Immunity

Town does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

(f) Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) Venue

If suit is brought by a Party to this Agreement, the Parties agree that trial of such action shall be vested exclusively in Teton County, Wyoming in the Ninth Judicial District.

(h) Effective Date

This Agreement shall be effective on the date _____ Franchise Agreement becomes effective.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

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

Licensee:

_____ _____

Name**:** _____, (_____title) Date

Lower Valley Energy:

_____ _____

Name**:** _____, (_____title) Date

Town of Jackson:

_____ _____

Name**:** Pete Muldoon, Mayor Date**:**

ATTEST: _____
Sandra P. Birdyshaw, Town Clerk

Exhibit 1

Site Plans and Specifications of LVE Poles Used by Licensee

1st Reading 7/6/2020

ORDINANCE T

AN ORDINANCE GRANTING A FRANCHISE TO NEW CINGULAR WIRELESS PCS, LLC, ON BEHALF OF ITSELF TO OPERATE AND MAINTAIN WIRELESS TELECOMMUNICATIONS FACILITIES FOR THE PURPOSE OF SUPPLYING SERVICE TO THE TOWN OF JACKSON AND PROVIDING AN EFFECTIVE DATE.

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

SECTION I.

WHEREAS, the Town Council, having determined that New Cingular Wireless PCS, LLC ("Grantee") is willing to provide the services, facilities, and equipment necessary to meet the needs and interests of the Town of Jackson, Wyoming ("Franchising Authority"), and is willing to be bound by conditions of applicable law, and by binding agreement to serve the public interest, does hereby ordain as follows:

WHEREAS, the Town, may authorize the installation, operation, and maintenance of communications infrastructure on, beneath, above, and within the public rights of way within the Town, and its consent is required as a condition of the exercise of any Agreement issued by the State of Wyoming with respect to the same; and

WHEREAS, it is the policy of the Mayor and Town Council to permit entry into the corporate limits and such use of its rights-of-way and public places for the provision of communication services and facilities by telecommunications service providers, subject to the duty and authority of the Town to manage its rights-of-way and public property, and to require fair and reasonable compensation for the use thereof in a manner consistent with applicable law; and

WHEREAS, Company desires to obtain from Town as permitted by law, and Town as a municipal corporation desires to grant to Company, an authorization granting the right to construct, modify and repair wireless telecommunications facilities in the Town's public rights-of-way, as described more particularly below.

NOW, THEREFORE, AND IN CONSIDERATION of mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows:

1. Definitions.

Terms not defined in this section shall have the same meaning as in Town of Jackson Municipal Code. References to provisions of ordinances, statutes and regulations refer to the same as they may be amended or renumbered.

1.1. "Agreement" means this Agreement, and any amendments or modifications hereto.

1.2. "Applicable Law" or "Law" means all federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations.

1.3. "Authorizations" means the permissions Company must have in addition to this Agreement to deploy wireless telecommunications facility and/or provide Services, which may include licenses, permits, zoning approvals; variances, exemptions; grants of authority to use private rights of way and/or easements or facilities; agreements to make attachments to poles, ducts, conduits, poles, and the like; and any other approval of a governmental authority or third persons with respect to (i) the construction, installation, repair, maintenance, operation or use of tangible or intangible property, as the case may be, or (ii) any requirement by a governmental authority for the engagement in a business or enterprise.

1.4. "Company" means New Cingular Wireless PCS, LLC, and its lawful successors or assigns.

1.5. "Facilities" means wireless telecommunications facilities in the right-of-way controlled or owned by Company.

1.6. "Service Area" shall mean all the area within the boundaries of the Town of Jackson, Wyoming.

1.7. "Services" means telecommunications services, as defined in W.S. 37-15-103(a)(xii), internet protocol enabled service as defined in W.S. 1-26-813, and to the extent not included within the foregoing, personal wireless services, or voice over internet protocol services as those terms are defined under federal law.

2. Grant of Use.

2.1. Grant. The Town grants to Company in the Service Area the nonexclusive right to construct, modify

and repair wireless telecommunications facilities within the rights-of-way that it operates on its own behalf. Which Grant shall be exercised at Company's sole cost and expense, and which shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the rights-of-way. Except as this Agreement specifically provides otherwise, the Grant is neither divisible nor assignable, and Company may not grant any person or entity the right to use or occupy the rights-of-way. Except as this Agreement specifically provides otherwise, the only wireless telecommunications facilities that may be constructed, modified and repaired are wireless telecommunications facilities whose use is for provision of the Services by Company. Without limitation, but by way of example, the Grant specifically does not permit use and occupancy of the rights-of-way for the provision of cable services as defined in 47 U.S.C. Section 522(6), and Company may be required to obtain an additional grant or an amendment to this Agreement before using and occupying the rights-of-way to provide additional services via wireline or wireless telecommunications facilities, or installing additional equipment or structures that are used for purposes other than those specified in this paragraph.

2.2. Limits on Grant.

2.2.1. The placement of wireless telecommunications facilities is subject to the provisions of the Jackson Municipal Code and, specifically, Company must obtain Encroachment Permits and all other necessary permits for each instance and all right-of-way work. Without limiting the foregoing, the construction, modification, and repair of wireless telecommunications facilities otherwise permitted under this grant, must comply with the Jackson municipal code and regulations, and an application for construction, modification and repair of a wireless telecommunications facility may be denied without violating this Agreement. Provided, nothing herein is intended to prevent Company from arguing that, under applicable federal law, a particular application must be granted.

2.2.2. The exercise of the rights granted herein is subject to the police powers of the Town.

2.3. Company Ownership of Components. Company must own or control all components of a wireless telecommunications facility placed in the rights-of-way, other than a support structure owned by a governmental entity or an entity which itself holds a franchise and which has been authorized to place the support structure within the rights-of-way. Excluding the support structure owned by such other entity, the wireless telecommunications facility must be under the sole control and management of Company; and Company shall be liable for all acts or omissions, and all harms associated with that wireless telecommunications facility or its use of any support structure, whether the same are its acts or omissions, or the acts or omissions of those acting on its behalf, or the entities otherwise responsible for the supporting structure.

2.4. Application of Permitting. Subject to the Town's permitting requirements. Company may repair and replace facilities, so long as the appearance of the facilities or property affected by the repair or replacement does not change.

2.5. No Towers. No towers may be placed in the rights-of-way unless Company demonstrates that it must be permitted to place a tower as proposed in the right-of-way at the location proposed. Company may place utility poles in the rights-of-way, but only: (1) where there are existing above- ground utility poles, and the poles must be removed if other distribution system utility poles in the area are removed; (2) Company shows that existing utility poles and other existing structures cannot be used to support its Facilities, or would require a modification that would make installation of an additional utility pole less intrusive or safer; and (3) the utility pole that will be installed is similar in size and design to existing nearby poles including concealment elements, placed appropriately to minimize visual and other intrusiveness and to avoid creating undue hazard to persons or property, and meets the Town of Jackson Wireless Telecommunication Facility Design Standards.

2.6. No Real Property Interest. Nothing herein shall be deemed to grant, convey, create or vest in Company a real property interest in land, including any fee, leasehold interest, or easement, or the right to place the Facilities at any particular location within the rights-of-way.

2.7. Compliance with Law. The exercise of rights by Company under this Agreement is subject to, and strictly conditioned upon, compliance with the terms of this Agreement and applicable law now existing or hereinafter enacted.

2.8. No Waiver of Other Permits and Authorizations. All work upon the streets and public places of the Town shall be in accordance with all applicable standards, regulations, codes, and ordinances, and will be done under the general supervision of the Town Manager or his/her designee. Nothing in this Agreement shall be construed as a waiver of any laws, regulations or rules of the Town or of the Town's right to require the Company to secure the appropriate permits or Authorizations, or to pay the applicable fees associated with the same. Nothing in this Agreement shall act as a waiver of the Town's

police powers. Nothing herein prevents Company from challenging the applicability of a particular fee or regulation to it on the ground that it is unduly discriminatory or preempted by state or federal law.

2.9. Conditions Precedent. The Agreement shall commence upon the Effective Date, provided that the Company shall have met each of the conditions precedent set forth below and otherwise in this Agreement (unless the Town agrees in writing to waive any of the conditions precedent), at which time it shall become effective. The Company shall have secured its insurance policies as set forth in Section 12 of this Agreement and delivered the certificate of insurance to the Town's Risk Manager, together with evidence that the premium for each of such policies have been paid, that the policies will be in effect on or before the Effective Date, and that the policies are in accordance with this Agreement.

2.10. Conditions Subsequent: RF Emissions. Without limiting the other provisions of this Agreement, Company must cease its operations if it is not in compliance with FCC regulations governing RF emissions (including but not limited to any standards that may be adopted in the future with respect to cumulative multi-point emissions), as the same may be amended from time to time, except to the extent that the FCC or other order, ruling or regulation permits it to continue to operate. The issuance of this Agreement is not intended to insulate Company from any claim or any remedy based on RF emissions. On request, or to the extent that Company is aware of any non-conformance, Company shall submit a report identifying applicable standards, measured emissions, and any area where it has Facilities that do not comply with applicable standards. The report will be treated as public record.

2.11. Other Authorizations. As a condition of this grant, Company is required to obtain and is responsible for any Authorization that may be required for the installation, operation or maintenance of the wireless telecommunications facility.

2.12. Company's Expense. Except as specifically provided otherwise, all costs incurred by Company in connection with its compliance with, or enjoyment of, this Agreement shall be borne by Company and not by Town, and all work that must be performed in order to permit the placement of wireless telecommunications facilities at particular locations (including, without limitation, work required to comply with applicable law relating to persons with disabilities) shall be paid for by Company.

2.13. Application to Subcontractors. Company is responsible for ensuring that all contractors and subcontractors comply with the requirements of this Agreement and applicable law when performing work on behalf of Company, and is jointly and severally responsible for their acts and omissions.

2.14. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity (other than the Town and Company), any right, benefit or remedy under this Agreement of any nature whatsoever.

3. Relation to Attachment Rights and Placement of Facilities Outside the Rights-of-Way

This Agreement does not confer upon Company any right to place or attach Facilities directly upon, or to replace structures that are owned by the Town or by a third party, or to install Facilities on land or structures owned by the Town or a third party whether inside or outside the right-of-way.

4. Term

This Agreement shall be in force and effect for an initial term of five (5) years and shall continue in force and effect thereafter until properly terminated by either party. Either party may terminate the Agreement at the end of its initial five-year term, or at any time thereafter, by giving written notice of its intention to do so no less than one-hundred (180) days before the proposed date of termination. Upon termination, all of Town's consents to the use and occupancy of rights-of-way, and Company's rights to use and occupy the rights-of-way are also terminated. Notwithstanding the foregoing, all of Company's duties related to use of the rights-of-way, and its duties to indemnify the Town, shall survive termination until the Facilities are removed (as certified by the Town), or Company's obligations terminate by agreement of the parties. It is understood and agreed that the decision of whether to renew or to terminate this Agreement pursuant to this Section shall be made by those in the Town responsible for making that determination at that time, under such circumstances as may then obtain, and that the Company has no reasonable expectation of renewal or non-termination.

5. Fees

5.1. Agreement Fee. Company shall pay costs incurred by the Town in connection with this Agreement, in the amount of $15,000.

5.2. Recurring Amount for Use of the Rights-of-Way for Placement of Wireless Telecommunications Facilities

5.2.1. For use of the rights-of-way by Company for the provision of Services by Company.

Company will pay a fee of $270 per small wireless facility (as that term is defined in 47 C.F.R. Section 1.6002) per year, subject to Section 5.2.2 below, but it may not permit any other person to own or control equipment as part of that small wireless facility without agreement of, and payment of an additional fee to the Town. If Company places wireless telecommunications facilities other than small wireless facilities in the rights-of-way, the fee for such facilities must be established by negotiation prior to installation. This fee covers the wireless telecommunications facility itself, and use of the right-of-way at the fixed location occupied by the wireless telecommunications facility. The fee shall be increased annually, beginning July 1, 2021, based on the calendar year increase in the CPI-U, West Region, with 2019 as the base year.

5.2.2. The Town reserves the right to further adjust this fee, effective on or at any time after January 1, 2021, if based on a study of its actual costs, an adjusted fee is a reasonable approximate of costs, the costs are reasonable, and are non-discriminatory. Town also may adjust the fee to any lawful amount, at any time after judgement enters in the appeal of FCC's Order In the Matter of Accelerating Wireless Broadband Deployment By Removing Barriers to Infrastructure Investment, FCC 18-133, WT Docket No. 17-79, 85 FR 51867 (Oct. 15, 2018), or if the FCC modifies that Order, and such judgment or modification permits a fee to be charged that is not based on cost. In the event the Town conducts a study prior to any fee adjustment, the Town must provide to the Company any study and a breakdown of actual costs considered resulting in a fee adjustment and Company shall reimburse the Town for a proportional share of the costs of conducting such study, based on the number of wireless franchisees whose compensation for use of the rights-of-way for placement of wireless telecommunications facilities is based on cost. If after implementation of the adjusted fee, applicable law is modified so that the increased fee rate must be changed to comply with a change in applicable law ("Change of Law"), then the parties agree to promptly amend this Agreement to revise the increased fee consistent with such Change of Law effective as of the date the Change of Law occurred, which fee may increase, or decrease. If the parties cannot reach agreement, the parties shall be deemed to have agreed that the Town is entitled to collect the maximum amount that may be collected consistent with applicable law.

5.2.3. The first payment owed under Section 5.2.2 is due within 30 days of the date an application for a wireless telecommunications facility, or an additional wireless telecommunications facility is approved, with subsequent payments due on July 1 of each year. The payment covers only the Town fiscal year (July 1 – June 30) in which the payment is due, so that a payment due on July 1, 2021 would cover July 1, 2021- June 30, 2022.

5.3. Not In Lieu. The fees specified in Section 5.1-5.2 are not in lieu of any other license, tax, fee or assessment; or in lieu of rents for use of or in return for a license to use public property other than the rights-of-way themselves. Without limitation, the fee is not in lieu of additional fees that may be charged for the use of the rights-of-way to provide additional services.

5.4. Preemption. Nothing herein prevents Company from challenging a fee on the ground that it is unduly discriminatory, or prohibited by federal or state law or statutes.

5.5. Late Fee. In the event payments are not received within fifteen (15) days of the applicable due date set forth in Sections 5.2, the payment amount due shall bear interest at the rate of twelve percent (12%) per annum or the maximum lawful rate (if lower) from the due date until paid, pro- rated as appropriate. Notwithstanding the foregoing, in no event shall the interest comprising the Late Fee pursuant to this Agreement exceed the maximum permitted by Law; and the Late Fee shall be reduced or reimbursed so that such amounts do not exceed the maximum permitted by Law.

6. Work in the Rights-of-Way

6.1. No Limitation on Obligation to Comply with Applicable Laws. Without limiting its obligations under Section 2, Company shall comply with the requirements of this Section.

6.2. No Interference.

6.2.1. No right-of-way or other public place shall be obstructed longer than necessary during its work of construction, modification or repair, and shall be restored to the same condition existing prior to the commencement of the work. No part of any right-of-way, or other public place of the Town, including any public drain, sewer, catch basin, water pipe, pavement or other public improvement, shall be damaged. However, should any such damage occur, the Company shall repair the same as promptly as possible, and, in default thereof, the Town may make such repairs and charge the actual and documented cost thereof to and collect the same from the Company.

In no event may facilities be constructed, modified or repaired in a manner that creates a hazardous condition, or a condition that is inconsistent with applicable laws and regulations protecting persons with disabilities.

6.2.2. If Town receives multiple requests for placement of wireless telecommunications facilities similar to those authorized hereunder, Town, after providing Company and other affected entities an opportunity for comment, may require consolidation of facilities or develop a non-discriminatory means of allocating sites that may be appropriate for placement of facilities in the rights-of-way.

6.3. Closing of rights-of-way. Nothing in this Agreement shall be construed as a waiver or release of the rights of the Town in and to the rights-of-way. In the event that all or part of the rights-of-way within the Service Area are (1) closed to pedestrian and/or vehicular traffic and/or utilities; or (2) vacated or abandoned, or if ownership of the land in, under or over the affected rights-of-way is otherwise transferred to another Person or entity, all rights and privileges granted pursuant to this Agreement with respect to such rights-of-way, or any part of such rights-of-way so abandoned, vacated, or transferred, shall cease upon the effective date of such closing, vacation, or transfer, and Company shall remove its Facilities from such rights-of-way. Nothing herein is meant to preclude Company from pursuing any rights it may have under state law against a private person if the right-of-way is vacated for the benefit of that person. The Town shall provide reasonable prior written notice to Company of any such closing, vacation, or transfer to allow Company to remove its facilities where the right to continue to occupy and use such rights-of-way is not reserved for Company.

6.4. Relocation of Facilities.

6.4.1. Company may be required to remove and relocate its Facilities, subject to such notice as may ordinarily be provided to users of similar structures, but in no event less than ninety (90) days, if: (a) the structures to which they are attached or located within are removed, ordered to be removed or relocated; (b)to accommodate the use of the rights-of-way by other entities; or (c) to ensure that the structures to which they are attached or located within do not interfere with the use of the rights-of-way by the public, or present a risk to public health or safety. To the extent that Company is required to remove or relocate its wireless Facilities to accommodate the use of the rights-of-way by a third party, nothing herein prevents Company from seeking compensation from that third party.

6.4.2. The rights and privileges granted hereby shall not be in preference or hindrance to the right of the Town, or any other governmental agency, improvement district or other authority having jurisdiction, to perform or carry on any public works, public improvements or public projects. In the event that the Facilities interfere in any way with the construction, maintenance or repair of such public works, public improvements, or public projects, the Company shall (a) immediately commence work to remove or relocate the object of such interference if emergency circumstances exist or (b) otherwise, within fifteen (15) days of notice of such interference, protect or relocate its facilities, as may be directed by the relevant Town or other governmental authority.

6.4.3. The Town shall cooperate with Company in finding a suitable alternative location for any relocated Facilities removed pursuant to this Section in a manner that, to the extent reasonably consistent with other provisions of this Agreement, and which allows Company to continue to provide Service to its customers, including, but not limited to, expediting approval of any necessary Permits required for the relocation of Facilities.

6.4.4. If Company defaults in its obligations hereunder, the Town may remove or relocate the Facilities and charge the actual and documented cost thereof to and collect the same from the Company.

6.5. All Work Performed Safely. Construction, Modification and Repair shall be done in a safe and workmanlike manner. All work involved in the Construction, Modification and Repair of the Facilities shall be performed in a safe, thorough, workmanlike and reliable manner using materials of good and durable quality. The Company shall comply with applicable laws, codes, regulations and industry standards, as amended from time to time. The Company shall employ ordinary care at all times and employ commonly accepted methods and devices for the prevention of failures and accidents that are likely to cause damage, injury, or nuisance to the public. In addition, the Company shall, at its sole cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, and to comply with all legal and regulatory safety requirements of all permits, licenses, and other forms

of approval or authorization. Company will comply with Town requirements for identification of the Facilities and for identification of employees, subcontractors, vehicles and equipment when performing work within the right-of-way.

6.6. Condition of Facilities and Surrounding Property.

6.6.1. Company shall maintain the Facilities in good condition and neat and orderly appearance, and in compliance with this Agreement, as well as all applicable laws, permits, Authorizations and site licenses.

6.6.2. Company shall keep the Facilities free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference. If the Town gives Company written notice of a failure by Company to maintain the Facilities, Company shall use its best efforts to remedy such failure within forty-eight (48) hours after receipt of such written notice. If Company defaults in its obligations hereunder, the Town may perform the necessary work and charge the actual and documented cost thereof to and collect the same from the Company.

6.6.3. Company shall at all times keep and maintain the Facilities free of all graffiti located thereon. If Town notifies Company that graffiti is located on Facilities, Company shall remove the graffiti within three (3) business days of the written notice. If Company defaults in its obligations hereunder as provided for in Section 8, the Town may perform the necessary work and charge the actual and documented cost thereof to and collect the same from the Company.

6.6.4. All construction, modification, repair and operation shall be performed in a manner that protects surrounding property from harm, and free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

6.7. Emergency Notification. The Company shall provide the Town with a twenty-four (24) hour emergency telephone number at which a representative of the Company, not voicemail or a recording, can be contacted in the event of an emergency. The Company shall respond immediately to address a reported emergency.

6.8. Excavation Notices. Company must at all times be a member of Wyoming Utility or successor association, and comply with the requirements of Title 12, Subtitle I of the Public Utility Companies Article of the Annotated Code of Wyoming.

6.9. Inspection by Town. The Town shall have access and the right to inspect any work conducted by Company during the construction, modification or repair of Facilities.

7. Required Reports

7.1. Upon request, the Company shall provide Town an “as-built” map clearly indicating the location of the Facilities in the rights-of-way, which maps shall identify the owner of any structure on or within which Company’s Facilities are located.

7.2. Upon request, and to the extent not expressly required under a permit, Company will keep the Town Engineer apprised of the status of any work in the rights-of-way.

7.3. Upon request and if Company is required to obtain a certificate of necessity, Company shall provide any required certificate of public convenience and necessity, and shall provide other proofs that it has authority to Construct, Modify, Repair or Operate the Facilities.

8. Default and Remedies

8.1. Defaults. The following are defaults under this Agreement:

8.1.1. If either Party fails to perform or comply with any of the conditions or covenants of this Agreement and such failure continues for a period of thirty (30) calendar days after written notice thereof, unless the performance cannot be reasonably completed within the thirty (30) day period, and the Party has commenced good faith efforts to perform and is diligently proceeding to complete performance to the satisfaction of the other Party; or

8.1.2. If Company fails to pay any sums herein specified when due and does not pay within fifteen (15) calendar days after receipt of written notice of said failure; or

8.1.3. Company’s acts or omissions create an imminent hazard to persons or properties which Company cannot or does not immediately correct.

8.2. Default by Company. In the event of default by Company as specified in the preceding section, the

Town shall have the right to terminate this Agreement, by giving thirty (30) calendar days written notice to Company, and in addition may pursue any other remedies available to it at law or equity. The thirty-day notice period is not an additional cure period.

8.3. Default by Town. In the event of default by the Town, Company shall have the right to terminate this Agreement while any default continues, beyond any applicable cure period, by giving thirty (30) calendar days written notice to the Town, and in addition may pursue any other remedies available to it at law or in equity. Company shall have no recourse for damages against the Town except as may be required by state law, whether resulting from enforcement or non-enforcement of this Agreement or any provision of applicable law.

9. Town Termination Right

Town shall have the right to terminate this Agreement

9.1. if the Town is mandated or permitted by law, a court order or decision, or the federal or state government to take certain actions that will cause or require the removal of the Facilities from the rights-of-way; or

9.2. if Company's licenses to operate the Facilities and/or provide Service are terminated, revoked, expired, or otherwise abandoned;

9.3. if any term of this Agreement related to the design or placement of the Facilities is unenforceable; or

9.4. there is a default by Company that is not cured within the time limits set forth within this Agreement.

10. Removal Due to Termination or Abandonment

Following the termination of the Agreement for any reason, or in the event Company ceases to operate and abandons any Facilities, Company shall, within one hundred twenty (120) days, remove such Facilities from the rights-of-way and restore the rights-of-way to specifications prescribed by Town. If Company defaults in its obligations hereunder as set forth in Section 8, the Town may perform the necessary work and charge the actual and documented cost thereof to and collect the same from the Company.

11. Indemnification

Except to the extent caused by the gross negligence or willful misconduct of Town or its employees, Company agrees to indemnify, save and hold harmless, and defend the Town, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of negligence on the part of Company in the construction, operation, or maintenance of its Facilities, including, but not limited to, reasonable attorneys' fees and costs as awarded by a court, provided that Town shall give Company written notice of its obligation to indemnify Town within fifteen (15) days of receipt of a claim or action pursuant to this Section. If Town determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Town.

12. Insurance and Performance Bond.

12.1. Insurance. Company shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Commercial General Liability Insurance on ISO Form CG 00 01 or its equivalent in the amount of $1,000,000 combined single limit for bodily injury, and property damage, and in the aggregate. Company shall provide a Certificate of Insurance including the Town, its officers, officials, agents and employees as an additional insureds. Company shall provide thirty (30) days prior written notice to the Town of cancellation or nonrenewal of any required insurance that is not replaced.

12.2. Workers' Compensation. Company shall maintain Workers' Compensation Insurance for all of Company's employees who are in any way connected with the Work. Such insurance shall comply with all applicable state laws and, to the extent allowed by law, provide a waiver of subrogation against the Town, its officers, officials, agents and employees.

12.3. Performance Bond. Company shall, as a material condition of this Agreement, and prior to the commencement of any Work in the rights-of-way, deliver to the Town a performance bond in the amount of $50,000, payable to the Town to ensure the appropriate and timely performance of Work in the right-of-way and compliance with the obligations of its Agreement. The required performance bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Wyoming, and satisfactory to the Town in form and substance, and must be maintained until all obligations to Town under this Agreement (including obligations to remove) are satisfied.

13. Transfer

The Agreement, or control of the Agreement or of Facilities within the right-of-way may not be assigned or transferred directly or indirectly by any means without the prior written consent of Town, which consent shall not be unreasonably withheld, conditioned or delayed, provided: (1) Company is in compliance with this

Agreement in all respects; and (2) that the transfer or assignment does not create any additional burden upon the right-of-way, or adversely affect the Town's interests under this Agreement. Notwithstanding the foregoing, upon thirty (30) days' written notice, Company may assign this Agreement or its rights or obligations to (a) any person or entity controlling, controlled by, or under common control with Company, or (b) in connection with the sale or other transfer of substantially all of Company's assets in the FCC market area where the Facilities are located. An assignee or transferee must accept all obligations of the Company, and responsibility for all acts and omissions of Company, known and unknown, if the transaction results in a change in Company. A license or lease of capacity on Facilities owned or controlled by Company is not a Transfer under this Section.

Company may mortgage, pledge, or hypothecate its interest in Facilities without consent to any financing entity, or agent on behalf of any financing entity to whom Company (1) has obligations for borrowed money or in respect of guaranties thereof, (2) has obligations evidenced by bonds, debentures, notes or similar instruments, or (3) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. Any such assignment to a financing entity or its agent shall be subordinate to the terms of this Agreement, will not permit any person to succeed to the rights of Company under the Agreement without the Town's prior written consent, and will not result in any lien extending to municipal property or the Agreement itself.

14. Notices

14.1. How Given. All notices, requests, demands, and other communications hereunder which are required to be in writing shall be effective when properly sent and received, refused or returned undelivered by certified mail, return receipt requested; or by an overnight delivery service providing proof of delivery:

Town: Town of Jackson
c/o Town Manager
P.O. Box 1687
Jackson, WY 83001

Company: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Site No. Town of Jackson Wireless Franchise Agreement (WY)
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a copy to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Dept – Network Operations
Site No. Town of Jackson Wireless Franchise Agreement (WY)
208 S. Akard Street
Dallas, TX 75202-4206

14.2. Other Notices. Company shall identify an entity to which notice may be provided by email or telephone call, twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the construction or maintenance of Facilities, or conditions affecting the safety or integrity of the Facilities downed poles or lines, (for example), including matters that may require immediate relocation or removal of Facilities.

14.3. Changing Notice. Either party may change the person, address, email or telephone to which notice may be provided by written notice to the other party. Each party must ensure that the other has accurate information as to where notices are to be provided.

15. Miscellaneous

15.1. Materials and Claims. All materials furnished for any work done in the Service Area by Company shall be at Company's sole cost and expense. Company agrees to protect the Facilities installed in the rights-of-way and property of the Town, and Town, from all claims of contractors, laborers and material men. Company shall promptly pay all contractors, so as to minimize the possibility of a lien attaching to the any property of the Town or the Facilities in the rights-of-way. Should any such lien be made or filed, Company shall cause the same to be discharged and released of record by bond or otherwise within thirty (30) days after written request by Town.

15.2. No Advertisement. Company shall not place any advertisement or other notice on or about the Facilities which identifies the Company in any way (except for emergency notification postings, or postings

required by law).

15.3. Merger. This document contains the entire Agreements of the Parties hereto with respect to the Agreement. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or respective successors in interest.

15.4. Non-Waiver. Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but either party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Company to Town after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

15.5. Force Majeure. If either Town or Company is prevented or delayed from fulfilling any term or provision of this Agreement by reason of fire, flood, earthquake, or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of equipment of vendor, or any other such cause not attributable to the negligence or fault of the party delayed in performing the acts required by the Agreement, then performance of such acts shall be excused for the period of the unavoidable delay, and the affected party shall endeavor to remove or overcome such inability as soon as reasonably possible.

15.6. Governing Law; Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Wyoming, without reference to its conflicts of law principles. If suit is brought by a Party to this Agreement, the Parties agree that trial of such action shall be vested exclusively in the United States District Court for the District of Wyoming or in Teton County, Wyoming in the Ninth Judicial District.

15.7. Change in Law and Severability. If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either party, such provision shall not render unenforceable this entire Agreement. Rather, the parties intend that the remaining provisions shall be administered as if the Agreement did not include the invalid provision.

15.8. Governmental Immunity. Town does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

15.9. Representations.

15.9.1. Each of the Parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the Parties' respective obligations hereunder and that such obligations shall be binding upon such Party.

15.9.2. Company represents that it is validly existing and in good standing under the laws of the State of Wyoming, that it is qualified to do business under the laws of the State of Wyoming, and that it has the power and authority to own its properties, to carry on its business as now being conducted, to enter into this Agreement and carry out the transactions contemplated hereby, and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

IN WITNESS THEREOF, the parties hereby bind themselves legally to the terms and conditions set forth in this Agreement, as evidenced by the signature of their duly authorized representatives.

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

By:_____ Date:_____
Signature

_____
Print Name

TOWN OF JACKSON,
a municipal corporation
of the State of Wyoming

By:_____
Pete Muldoon, Mayor

_____
ATTEST: Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Pete Muldoon as Mayor of the Town of Jackson and Sandra P. Birdyshaw as Town of Jackson Clerk, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this_____day of _____, 2020.

Witness my hand and official seal. _____
Notary Public

My commission Expires:

SECTION II.
All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION Ill.
If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision, and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.
This ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE _____ DAY OF _____, 2020.
PASSED 2ND READING THE _____ DAY OF _____, 2020
PASSED AND APPROVED THE _____ DAY OF _____, 2020.

TOWN OF JACKSON

_____
Pete Muldoon, Mayor

ATTEST:
_____
Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2020. I further certify that the foregoing Ordinance was duly recorded on page ___ in Book ____ of Ordinances of the Town of Jackson, Wyoming.

_____
Sandra P. Birdyshaw, Town Clerk

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: JULY 2, 2020
MEETING DATE: JULY 6, 2020

SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Paul Anthony
PRESENTER: Tyler Sinclair

SUBJECT: **ITEM P19-187: Ordinances U & V** Amending the text of the Land Development Regulations, pursuant to Section 8.7.1, LDR Text Amendments, to revise portions of Division 8.10 Duties and Responsibilities and other related LDR sections to update Section 8.10.1 Planning Director and to add the position of Community Development Director with related duties and responsibilities.

APPLICANT: Town of Jackson

REQUESTED ACTION

Consideration of Ordinances U and V to amend Section 8.10 Duties and Responsibilities and other related sections of the Town of Jackson Land Development Regulations (LDRs) to modify and update Section 8.10.1 Planning Director and to add the position of Community Development Director with related duties and responsibilities.

APPLICABLE REGULATIONS

Sec. 8.7.1. LDR Text Amendment

BACKGROUND

With the creation of the Community Development Director for the Town of Jackson it is necessary to amend the LDRs to articulate the duties and responsibilities for Planning Director and Community Development Director positions.

At the April 6, 2020, Town Council meeting Council voted unanimously to approve the proposed amendments and directed staff to prepare Ordinances to amend the LDRs as presented.

LOCATION

The amendments apply Town-wide.

PROJECT DESCRIPTION

The Community Development position was created by the Town to allow the Town the opportunity to focus more on long range planning and strategic planning not only in the Planning Department but more importantly across the entire organization. Specifically, there are many portions of the Comprehensive Plan that are not only a land use issue but rely on all aspects of Town government to ensure their implementation including housing, transportation, core services, budgeting and community education and outreach. Regarding the LDRs the

Community Development Director will be responsible for the following three (3) areas with the majority of the duties remaining with the Planning Director:

1. *To initiate or review, consider, and recommend to the Town Council a decision on the following legislative applications:*
    a) *LDR text amendments pursuant to Sec. 8.7.1.,*
    b) *Zoning Map amendment pursuant to Sec. 8.7.2.,*
    c) *Planned Unit Development pursuant to Sec. 8.7.3.;*

2. *To review the effectiveness of these LDRs and the Official Zoning Map in implementing the Comprehensive Plan; and*

3. *To lead and provide recommendations to the Town Council on strategic, long range planning efforts on behalf of the Town including by not limited to the Comprehensive Plan, Integrated Transportation Plan, Housing Action Plan, etc.*

These three duties have been assigned to the Community Development Director as they are legislative policy decisions related to implementation of the Comprehensive Plan. All other duties will remain the sole responsibility of the Planning Director.

Please see the attached Division 8.10 Duties and Responsibilities revised in a clean revised and track changed version and a table indicating other LDR sections that require updating as a result of adding the Community Development Director.

STAFF ANALYSIS

The issue and the related rationale for the proposed change is provided in the attached table. As these are LDR text amendments they must be approved by ordinances. Based upon Council direction at this meeting staff has prepared the required ordinances for consideration.

STAKEHOLDER ANALYSIS

To date no public comment has been received on this application.

STAFF FINDINGS

Pursuant to Section 8.7.1.C of the Town of Jackson Land Development Regulations, the advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. ***Is consistent with the purposes and organization of the LDRs;***

    Complies. The purpose of the LDRs is to predictably implement the Comprehensive Plan. The proposed amendment updates portions of the LDRs in order to allow staff and the public to better understand the roles and responsibilities of the Planning Director and Community Development Director.

2. ***Improves the consistency of the LDRs with other provisions of the LDRs;***

    Complies. The proposed amendment clarifies portions of the LDRs in order to resolve inconsistent text in different parts of the LDRs as it relates to the roles and responsibilities of the Planning Director and Community Development Director.

3. ***Provides flexibility for landowners within standards that clearly define desired character;***

   N/A

4. ***Is necessary to address changing conditions, public necessity, and/or state or federal legislation;***

   Complies. The proposed amendment clarifies portions of the LDRs in order respond to the recent creation of a Town Community Development Director specifically as it relates to the roles and responsibilities of the Planning Director and Community Development Director

5. ***Improves implementation of the Comprehensive Plan; and***

   Complies. The proposed amendment improves the implementation of the Comprehensive Plan by increasing the oversite and personal responsible for implementation of the Comprehensive Plan.

6. ***Is consistent with other adopted Town Ordinances.***

   Complies. The proposed amendment does not conflict with any other Town Ordinances.

PLANNING COMMISSION

This item appeared before the Planning Commission on March 4, 2020 and received a unanimous recommendation of approval to the Town Council.

ATTACHMENTS

1. ORDINANCE U
2. ORDINANCE V

LEGAL REVIEW

Complete.

RECOMMENDATION

The Planning Director recommends approval of P19-187.

SUGGESTED MOTIONS

Item A
I move to approve Ordinance U on first reading.

Item B
I move to approve Ordinance V on first reading.

ORDINANCE U

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND SECTIONS 4.3.1.E.3, 4.3.1.E.8.a, 4.3.1.F.4, 4.3.1.F.6.a.ii, 4.3.1.F.7, 4.3.1.F.9.b OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO ADD COMMUNITY DEVELOPMENT DIRECTOR DUTIES AND RESPONSIBLITES AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 2 of Town of Jackson Ordinance No. 1074 (part) and Sections 4.3.1.E.3, 4.3.1.E.8.a, 4.3.1.F.4, 4.3.1.F.6.a.ii, 4.3.1.F.7, 4.3.1.F.9.b of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

(See next page)

Div. 4.3. Planned Resort Zones Div. 4.3

The Planned Resort Zones provide for and guide the creation or continuation of planned development configured around a major recreational activity.

4.3.1. All Planned Resort Zones (7/18/18, Ord. 1196) 4.3.1

E. Procedure

A Planned Resort master plan shall be reviewed pursuant to the standard procedures set forth for review of a PUD in Sec. 8.7.3. In addition, all Planned Resort master plans shall comply with the following procedural standards.

1. **Collaboration.** This procedure is intended to promote collaboration among landowners, Teton County, and the Town of Jackson in designing land development standards specific for each resort area. While one or more landowners may propose a Planned Resort master plan, and maintain the role of the applicant as identified herein, all landowners within a resort area are encouraged to participate in the design of the master plan. Participation of all landowners within a proposed Planned Resort Zone, however, is not required for the Town Council to adopt a Planned Resort Zone.
2. **Purpose and Intent of Master Plan**. The purpose of a Planned Resort master plan is to establish the development standards and serve as a guide to all future development within the Planned Resort. The Planned Resort master plan is intended to be of sufficient detail to describe the amount, type, size, location, and impact of the proposed resort, but technical specifications of the proposed development, such as fully engineered plans or fully detailed architectural drawings, are not required.
3. **Submittal Components**. A Planned Resort master plan application shall include all lands in a given resort area, as listed in 4.3.1.B. The minimum requirements for a master plan application shall be established by the Community Development Director and shall include, but not be limited to:

   a. Statement of Purpose

   b. Master Site Plan

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c. Dimensional Limitation Plan

d. Design Guidelines

e. Transportation Demand Management Plan

f. Housing Mitigation Plan

g. Capital Improvements Plan

h. Land Use Plan

i. Phasing Plan

j. Community Services Element (optional)

4. **Joint Review by Town and County.** The Town Planning Commission and the Town Council shall receive and consider recommendations from the County Planning Commission and Board of County Commissioners regarding any Planned Resort master plan application in the Town. For the same purpose, The Town Planning Commission and Town Council shall make recommendations to the County Planning Commission and Board of County Commissioners regarding any Planned Resort master plan application within the County.
   a. **Purpose.** The purpose of the County's and Town's review of any Planned Resort in the other jurisdiction is to recognize the impact of resorts on neighboring jurisdictions and to provide an opportunity for cooperation in planning and mitigation of potential impacts.
   b. **Intent**. The intent of review is for the County Planning Commission and Board of County Commissioners to have an opportunity for review and comment of a Planned Resort. The County's role is advisory only and does not include a voting participation in review of the Planned Resort master plan.
5. **Recordation**. Upon approval, the Planned Resort Master Plan shall be prepared and recorded pursuant to the procedures outlined in the 8.7.3.D.
6. **Amendment to Official Zoning District Map**. Approval of a Planned Resort master plan also shall constitute an amendment to the Official Zoning District Map to establish the Planned Resort Zone. The public hearing notice for the Planned Resort master plan shall be accomplished so as to comply with the requirements set forth in Sec. 8.7.2.
7. **Effect of Approval**. After approval of a Planned Resort master plan, Physical

Development and Use Permit approvals are required prior to commencement of any construction or operation of any new land use within the Planned Resort. Procedural standards for Physical Development and Use Permits are outlined in Div. 8.3. and Div. 8.4. No Physical Development or Use Permits shall be approved, unless the proposal is consistent with the Planned Resort master plan. Physical Development and Use Permits may encompass only an increment of the total resort development in accordance with an approved phasing plan.

8. **Standing of Planned Resort Master Plan**. An approved Planned Resort master plan, as amended, shall specify the development standards for the Planned Resort Zone. Once approved, a Planned Resort master plan shall be subject to the following standards:
   a. **Amendment of Master Plan**. Any landowner within a Planned Resort District may apply for amendment to the Planned Resort master plan. The amendment shall be reviewed and acted upon pursuant to the procedures set forth in Sec. 8.2.13. Minor deviations from a Planned Resort master plan may be approved by the Community Development Director , pursuant to Sec. 8.2.13.

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F. Standards Applying to All Planned Resorts

1. **Consistency with Comprehensive Plan**. Planned Resort master plans shall be consistent with the goals and objectives of the Jackson/Teton County Comprehensive Plan.
2. **Compliance with LDRs**. A Planned Resort master plan shall comply with the standards of these LDRs. Notwithstanding, the applicant for a Planned Resort master plan may propose, and the Town Council may approve, alternative standards for development that are consistent with the purpose and intent of this Section. It is fully consistent with this Section that Planned Resorts may have dimensional, design, and other development standards different from those described in other sections of these LDRs due to the unique circumstances of, and community objectives for, resort development. All standards and regulations of the prior zoning district not altered pursuant to an approved Planned Resort master plan shall apply.
3. **Statement of Purpose**. The Planned Resort master plan shall have a Statement of

Purpose which describes the applicant's rationale for resort expansion and the design theme of the resort development. The Statement also shall describe how the resort master plan fulfills the intents of this Section, as specified in 4.3.1.A.

4. **Master Site Plan.** The Planned Resort master plan shall have a Master Site Plan that clearly illustrates the proposed development and the site to the satisfaction of the Community Development Director.
5. **Dimensional Limitation Plan.** The Planned Resort master plan shall have a Dimensional Limitation Plan, which specifies dimensional limitations necessary to achieve the design theme identified by the applicant. The plan shall include floor areas and floor area ratios, densities, landscape ratios, height, setbacks, building envelopes, etcetera, or other lines delineating areas on which restrictions of development are to be imposed and areas in square feet for each lot or building.
6. **Housing Element.** The Planned Resort master plan shall have a housing element to ensure a supply of affordable workforce housing that is commensurate to the demand for housing created by development within the Planned Resort.
   a. **Affordable workforce housing shall be provided pursuant to** Div. 6.3.
      i. **Housing Calculations**. Since development of a Planned Resort may span time periods over which numbers of employees and their salaries may fluctuate, the calculations performed in developing a Housing Mitigation Plan shall use data current for the most recent full year prior to application for Planned Resort master plan.
      ii. **Master Plan Estimate.** The amount of housing required and the locations where it will be provided, as presented in the Planned Resort master plan, shall be treated as an estimate/concept, and shall be finalized by the Community Development Director as Development Plans within the Planned Resort are reviewed and acted upon. Each approved Development Plan shall establish the actual amount and location of required housing for that portion of the Planned Resort master plan.
7. **Design Element.** The Planned Resort master plan shall include design guidelines, and a mechanism for their implementation, that establish design parameters for both buildings and spaces in the Planned Resort. The design

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theme of the resort shall be defined by the applicant and be consistent with the standards of this Section. This Subsection establishes concepts that the design guidelines shall address; the design guidelines shall be evaluated as to whether or not they address these concepts, as well as character objectives for specific resorts set forth in Sec. 4.3.2.-Sec. 4.3.7. The design guidelines shall be prepared by an architect or landscape architect licensed in the State of Wyoming; preparation by a person or persons of similar expertise may be permitted by the Community Development Director.

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a. **General.** There shall be visual continuity among the resort structures and design elements without unduly limiting variety in design. Development shall be compatible with the surrounding built and natural environment in both scale and character. The design theme of the Planned Resort shall have an emphasis on outdoor recreational activities and create a sense of place. A sense of place is created when site planning and architecture:

i. concentrate activities and human interaction into identifiable spaces, such as a plaza or mall;

ii. assemble a built environment that connects buildings, spaces and structures through common scale, design and materials;

iii. incorporate into the built environment the natural features and cultural heritage of the area; and

iv. produce an identifiable image that is associated with the planned resort and with Jackson Hole.

b. **Architecture.** Building design guidelines shall reflect:

i. the community's architectural character and themes

ii. a human scale, pedestrian-orientation, which are created when:

a). the height of buildings does not overwhelm people walking beside the buildings; and

b). the ground level doors, windows and design features of buildings create an interesting diversity for people walking past the buildings

iii. a built environment in keeping with the cultural and aesthetic values of the community

iv. natural attributes of the immediate vicinity

v. building materials and colors compatible with the surrounding natural and built environment.

c. **Bulk and Scale.** The design guidelines shall ensure the bulk and scale of individual buildings within the Planned Resort achieve compatibility with:

i. other structures within the Planned Resort when the resort development is completed, and

ii. neighboring structures that are not a part of the resort, and

iii. the natural environment.

d. **Signs.** The design guidelines shall include a sign component that sets forth the sign theme for the Planned Resort and specifies criteria for determining permitted sign sizes, types, and locations. The guidelines shall contain prototypical examples of all types of signs, including wall, canopy, freestanding, directional, and informational signs. The flexibility extended to Planned Resorts via this Section, to propose standards for signs different from those specified in Division 5.6, Sign Standards, is encouraged with the purpose of having sign guidelines in keeping with the unique character and needs of the resort.

e. **Lighting.** The design guides shall include an analysis of proposed project lighting. Areas to be illuminated (parking areas, walkways, entries, etc.) shall be identified, and general standards shall be set forth. Identification of models and types of standards and fixtures is encouraged, but specific illumination plans and photometric footprints are not required. Generally, lighting shall be low-intensity, low-profile, and shielded to avoid "light pollution" and glare to off-site areas. General illumination standards are set forth in Sec. 5.3.1.

f. **Site Planning**

i. **Orientation and Aspect**. Structures and public spaces within the Planned Resort, generally, shall be arranged with views of, and access to, the principal resort recreational amenity.

ii. **Entrance Features.** Entrances to the Planned Resort shall create a sense of arrival. A sense of arrival is created when the entrance into the Planned Resort is easily identifiable and is consistent with the design

theme of the resort.

iii. **Natural Resources.** The site design shall highlight the natural resources within the Planned Resort and integrate them into the layout of the resort in order to promote a connection to the natural environment. Consequently, natural features of the site, such as significant vegetation, rock outcroppings, water bodies, etc., shall be preserved and incorporated into the project design to the extent practicable.

iv. **Pathways and Pedestrian Facilities**. Pathways and pedestrian facilities, including access for the disabled, shall be integral components of the site design. The site shall provide an attractive, outdoor atmosphere that encourages use and reliance upon pathways and walkways.

a). **Safe, Convenient, and Direct Access.** Pathway and pedestrian systems shall provide safe, convenient, and direct access throughout the resort, to public lands, transit facilities and the existing or planned community pathway system, when adjacent to the resort.

b). **Pathways.** Pathways shall be provided for nonmotorized transportation, except motorized wheelchairs for the disabled shall be permitted. Bicycle racks, ski racks, etc., shall be provided at various destination points within the resort.

v. **Transportation Facilities.** Site design shall integrate safe, convenient, and direct access to transportation services and facilities (i.e., bus shelters, information kiosks) and shall incorporate the facilities necessary for the proper functioning of the Transportation Demand Management Plan (see 8.b. below.)

vi. **Circulation.** The layout of local streets, alleyways, and parking lots shall be sensitive to the natural terrain and landscape. Cut and fill areas shall be minimized, and natural features of the site such as wooded areas, rock outcroppings, and waterbodies, shall be preserved to the maximum extent practical.

vii. **Access**. Safe vehicular access appropriate for refuse removal, recycling, emergency services, and delivery shall be provided. Service

access shall not create unsafe conflicts with automobile and pedestrian access to primary destinations within the resort.

viii. **Landscaping.** Project landscaping, including hardscape areas, shall be consistent with the overall design theme of the resort. Use of indigenous plant materials is encouraged. Existing vegetation shall be preserved and incorporated into the design of the project to the extent practical, especially wooded areas and other significant vegetation which provides shelter or habitat for wildlife.

g. **Character Objectives**. Sec. 4.3.2.-Sec. 4.3.7. outline character objectives specific to each resort area that shall be incorporated into the design guidelines.

8. **Transportation Element**

The Planned Resort master plan shall have a transportation element to ensure that resort development does not produce an amount of vehicular traffic that undermines the community's character, and endangers the public health, safety and welfare (i.e., noise, air quality and traffic impacts.) The Planned Resort master plan shall provide an optimum mix of automobile, transit, and pathway facilities within the resort, encourage coordination of all resort transportation facilities with the County-wide transportation system, promote design and management which encourages shifts from single-occupancy vehicle trips to multi-occupancy trips, or other transportation modes, and provide equitable cost sharing for facilities and services.

a. **Traffic Impact Analysis**. A traffic impact and access analysis is required. At a minimum, this analysis shall contain:

i. Projections of external vehicle trips generated by the Planned Resort.

ii. Analysis of levels of service (LOS) impacts on roadway system segments and intersections serving the Planned Resort.

iii. Specification of any improvements needed to roadway system segments and intersections as a result of increased traffic from the Planned Resort.

b. **Transportation Demand Management Plan.** The Planned Resort master plan shall include a Transportation Demand Management (TDM) Plan that

demonstrates how the travel behavior of resort visitors and employees will be managed to minimize the number of vehicle trips on the roadway network resulting from the resort development. The Transportation Plan will allocate a number of vehicle trips to various roadway segments, based upon the projected traffic demand and the planned character of the roadway segments. A goal of the applicant's TDM Plan shall be to manage the transportation demands of the resort so that it is consistent with the allocation of vehicle trips to the various roadway segments that serve the Planned Resort. Potential mechanisms for managing travel behavior may include, but are not limited to:

i. Increasing average vehicle occupancy

ii. Shifting vehicular trips (resident and visitor) to public transit

iii. Shifting vehicular trips (resident and visitor) to walking, bicycling and other nonmotorized means

iv. Reducing vehicular trips through internal capture associated with mixed land use patterns.

c. **Parking and Loading**. The Planned Resort master plan shall provide parking and loading areas of sufficient amount and type to accommodate the resort's projected demand including parking for visitors and lodging guests, waiting and loading areas for transit vehicles and their passengers, and loading areas for delivery vehicles. Parking shall be designed to encourage nonmotorized transportation, transit and high occupancy vehicle use and discourage single-occupancy vehicle use.

9. **Capital Improvements Element.** The Planned Resort master plan shall have a capital improvements element to ensure that infrastructure and essential services will be provided in an efficient and timely manner to accommodate projected resort demands. Planned Resort master plans shall include a capital improvements element that identifies service providers, analyzes impacts and proposes a capital improvements plan for facilities and services needed by the resort. Such facilities and services may include, but are not limited to: transportation (including transit, parking and pathways;) potable water and wastewater treatment services; waste management (hazardous and solid;)

utilities; stormwater management and snow storage facilities.

a. **Identification and Acknowledgment of Service Providers**. The applicant shall identify the provider of all infrastructure facilities and services included in the plan. Where services are to be provided by an entity other than the applicant, documents from the service provider shall demonstrate the commitment and ability to provide such service according to the Planned Resort master plan.

b. **Impact Analysis.** An impact analysis shall be performed for all facilities and services, unless waived by the Community Development Director. Each impact analysis shall identify the following:

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i. The maximum daily peak capacity of existing facilities.

ii. The current daily peak demand on existing capacity.

iii. The daily peak capacity available for new development.

iv. The projected daily peak demand generated by new development in the Planned Resort.

v. When development outside of a resort is reasonably anticipated to utilize the same infrastructure system as the resort, the Town of Jackson shall provide the applicant with estimated peak demand.

vi. Any planned improvements by other entities, such as the Town of Jackson or the Teton Village Water and Sewer District, and the timing of such improvements.

vii. Any deficits in daily peak capacity potentially resulting from development within the Planned Resort--either from a strict demand standpoint or from a timing standpoint--taking into account other potential new development outside the Planned Resort.

c. **Capital Improvements Program.** The capital improvements plan shall be consistent with the impact analyses and specify how any deficiencies in infrastructure will be remedied or mitigated, including descriptions of the infrastructure improvements, the responsibility and sources of funding for the improvements, and the timing for completion of improvements. Concept plans for improvements shall be included in the capital improvements plan; engineered plans shall be provided in the final development plan

application for subsequent development.

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION VI.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE _____DAY OF _____ , 2020.
PASSED 2ND READING THE _____DAY OF _____ , 2020.
PASSED AND APPROVED THE _____DAY OF _____ , 2020.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandra, P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____day of _____, 2020.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

_____
Sandra, P. Birdyshaw, Town Clerk

ORDINANCE V

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND SECTIONS 8.2.4.D, 8.2.4.F, 8.6.2.C, 8.7.1, 8.7.2, 8.7.3.F.2, 8.9.2.B, 8.9.4.A AND 8.10 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO ADD COMMUNITY DEVELOPMENT DIRECTOR DUTIES AND RESPONSIBLITES AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 2 of Town of Jackson Ordinance No. 1074 (part) and Sections 8.2.4.D, 8.2.4.F, , 8.6.2.C, 8.7.1, 8.7.2, 8.7.3.F.2, 8.9.2.B, 8.9.4.A and 8.10 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

(See next page)

8.2.4. Application Submittal (1/4/17, Ord. 1165)

D. Application Consolidation

The application review process is intended to encourage efficient processing. Applicants are encouraged to consolidate the review of concurrent applications for a single site to the extent practical. Appropriate application consolidation will be established at the pre-application conference or by the Community Development Director along with the Planning Director and may include the waiver of overlapping application requirements. The Community Development Director along with the Planning Director may require application consolidation where the information from one application is necessary to review the compliance of another application.

F. Significant Modifications

If at any point during the review of an application the Community Development Director along with the Planning Director deems that revisions to the application are significant enough to render previous reviews incomplete or obsolete, the Community Development Director along with the Planning Director may declare that the revision is a resubmittal or a new application and declare the original application withdrawn. Such a declaration resets all review deadlines and processes, and the Community Development Director along with the Planning Director may assess a new application fee.

8.6.2. Zoning Compliance Verification (ZCV) (1/4/17, Ord. 1165) 8.6.2

A. Purpose

The purpose of a zoning compliance verification is to determine in writing if all or a portion of a property is in compliance with these LDRs at a specific point in time.

B. Applicability

A zoning compliance verification may be requested for any property, portion of a property, or attribute of a property's physical development, use, development options, or subdivision.

EXAMPLE: Examples of zoning compliance verification requests include, but are not limited to: a determination of the current development potential on a site; identification of any apparent nonconformities on a site; review of a wetland delineation or Environmental Analysis exemption prior to application submittal; and visual resource analysis that informs application submittal but is not dependent upon application information for review.

C. Findings

In order to issue a zoning compliance verification the Community Development Director along with the Planning Director shall find that the property, portion of the property, or attribute of the property in question:

1. Complies with all relevant standards of these LDRs and other Town Ordinances; and
2. Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.

D. Effect

A zoning compliance verification shall only apply to the circumstances reviewed and will only be as detailed as the information provided in the request. A zoning compliance verification does not permit any physical development, use, development option, or subdivision, nor does it guarantee approval of any application.

E. Expiration

A zoning compliance verification shall only verify zoning compliance at the time it is issued.

F. Review Process

All steps and deadlines in the following chart are required unless noted otherwise.

An applicant must complete the each step before moving to the step below.

8.7.1. LDR Text Amendment (1/1/15, Ord. 1074) 8.7.1

A. Purpose

The purpose of an LDR text amendment is to publicly review a change to these LDRs to ensure that it improves implementation of the Jackson/Teton County Comprehensive Plan or address other health, safety, or welfare issues in the community.

B. Applicability

All LDR text amendments shall be reviewed pursuant to this Section.

C. Findings

The advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. Is consistent with the purposes and organization of the LDRs;
2. Improves the consistency of the LDRs with other provisions of the LDRs;
3. Provides flexibility for landowners within standards that clearly define desired character;
4. Is necessary to address changing conditions, public necessity, and/or state or federal legislation;
5. Improves implementation of the Comprehensive Plan; and
6. Is consistent with other adopted Town Ordinances.

D. Review Process

All steps and deadlines in the following chart are required unless noted otherwise. An applicant must complete the each step before moving to the step below.

8.7.2. Zoning Map Amendment (1/1/15, Ord. 1074) 8.7.2

A. Purpose

The purpose of zoning map amendment is to publicly review a change to the Official Zoning Map to ensure that it improves implementation of the Jackson/Teton County Comprehensive Plan or address other health, safety, or welfare issues in the community.

B. Applicability

All zoning map amendments shall be reviewed pursuant to this Section.

C. Findings for Approval

The advisability of amending the Official Zoning Map is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed zoning map amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. Is consistent with the purposes and organization of the LDRs;
2. Improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan;
3. Is necessary to address changing conditions or a public necessity; and
4. Is consistent with the other adopted Town Ordinances.

D. Review Process

All steps and deadlines in the following chart are required unless noted otherwise. An applicant must complete the each step before moving to the step below.

8.7.3. Planned Unit Development (PUD)

(1/4/17, Ord. 1165)

F. Expiration

1. Expiration. A PUD shall expire if the physical development permit with which it was approved expires except under one of the following circumstances:
   a. The PUD option in Article 4. establishes an alternative expiration; or
   b. An alternate expiration is set through the approval of the PUD.
2. Effect of Expiration. Upon expiration, all rights established by the master plan shall become null and void. The Town shall amend the Official Zoning Map pursuant Sec. 8.7.2. from PUD to the zone that existed on the land prior to the PUD approval. If the prior zone no longer exists, the Community Development Director shall propose the appropriate zone in which to place the land.

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G. Review Process

All steps and deadlines in the following chart are Required unless noted otherwise. An applicant must complete the each step before moving to the step below.

8.9.2. Violations (1/1/15, Ord. 1074) 8.9.2

A. Compliance Required

Compliance with all provisions of these LDRs is required by all persons owning, developing, dividing, managing, using, or occupying land or structures. Failure to comply with a standard, requirement, prohibition, or limitation imposed by these LDRs, or the terms or conditions of any permit, approval, or authorization granted in accordance with these LDRs, shall constitute a violation of these LDRs punishable as provided in this Division.

B. Inspection

The Community Development Director along with the Planning Director shall gain permission prior to entering onto land within the Town to inspect suspected violations of these LDRs.

8.9.4. Abatement of Violations (1/4/17, Ord. 1165) 8.9.4

A. Purpose

Violations of these LDRs may be abated at the election of the Community Development Director along with the Planning Director. This procedure shall not be the sole remedy available, and the Town may enforce these LDRs in any manner provided by law.

Div. 8.10. Duties and Responsibilities

The following Town bodies and staff shall have the following powers and responsibilities in administering and reviewing applications under the LDRs.

8.10.1. Community Development Director

A. Creation and Appointment

The Community Development Director shall be appointed by and serve at the pleasure of the Town Administrator.

B. Jurisdiction, Authority, and Duties

In addition to the jurisdiction, authority, and duties which may be conferred upon the Community Development Director by other provisions of the Jackson Municipal Code and the Town Council, the Community Development Director shall have the following jurisdiction, authorities, and duties under these LDRs:

1. To initiate or review, consider, and recommend to the Town Council a decision on the following legislative applications:
   a. LDR text amendments pursuant to Sec. 8.7.1.,
   b. Zoning Map amendment pursuant to Sec. 8.7.2.,
   c. Planned Unit Development pursuant to Sec. 8.7.3.;
2. To review the effectiveness of these LDRs and the Official Zoning Map in implementing the Comprehensive Plan; and
3. To lead and provide recommendations to the Town Council on strategic, long-range planning efforts on behalf of the Town including by not limited to the Comprehensive Plan, Integrated Transportation Plan, Housing Action Plan, etc.

C. Delegation

Any authority or duty of the Community Development Director may be delegated to a professional- level employee of the Community Development Department or Planning Department, unless specified otherwise by these LDRs.

8.10.2. Planning Director (1/1/15, Ord. 1074)

A. Creation and Appointment

The Planning Director shall be the agency head of the Planning Department appointed by and serve at the pleasure of the Town Administrator.

B. Jurisdiction, Authority, and Duties

In addition to the jurisdiction, authority, and duties which may be conferred upon the Planning Director by other provisions of the Jackson Municipal Code and the Town Council, the Planning Director shall have the following jurisdiction, authorities, and duties under these LDRs:

1 To administer the pre-submittal requirements of these LDRs pursuant to Sec. 8.2.1.-Sec. 8.2.3.;

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Deleted: <#>To administer the pre-submittal requirements of these LDRs pursuant to Sec. 8.2.1.-Sec. 8.2.3.;¶
To receive applications under these LDRs pursuant to Sec. 8.2.4.-Sec. 8.2.5.;¶
To coordinate review and recommendation under these LDRs pursuant to Sec. 8.2.6.-Sec. 8.2.7.;¶
To administer post-decision requirements of these LDRs pursuant to Sec. 8.2.11.-Sec. 8.2.13.;¶
To ensure that adequate public notice is provided for public hearings on applications under these LDRs pursuant to Sec. 8.2.14.;¶
To review, consider, and decide the following permit applications:¶
sign permit pursuant to Sec. 8.3.5.,¶
basic use permit pursuant to Sec. 8.4.1.,¶
development option plan pursuant to Sec. 8.5.2.,¶
exempt land division pursuant to Sec. 8.5.4., and¶
administrative adjustment pursuant to Sec. 8.8.1.;¶
To review, consider, and decide the following requests for interpretation:¶
formal interpretation pursuant to Sec. 8.6.1., and¶
zoning compliance verification pursuant to Sec. 8.6.2.;¶
To review consider, and decide on the zoning compliance of the following applications:¶
building permit pursuant to Sec. 8.3.3. and¶
grading permit pursuant to Sec. 8.3.4.;¶
To review, consider, and recommend a decision to the Planning and Zoning ...

Deleted: <#>To initiate actions to revoke permits where the physical development, use, or development option is not in compliance with the terms and conditions of the permit;¶ ...

Deleted: To take such other action and perform such other duties as may be provided for in the LDRs.¶

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2. To receive applications under these LDRs pursuant to Sec. 8.2.4.-Sec. 8.2.5.;

3. To coordinate review and recommendation under these LDRs pursuant to Sec. 8.2.6.-Sec. 8.2.7.;

4. To administer post-decision requirements of these LDRs pursuant to Sec. 8.2.11.-Sec. 8.2.13.;

5. To ensure that adequate public notice is provided for public hearings on applications under these LDRs pursuant to Sec. 8.2.14.;

6. To review, consider, and decide the following permit applications:

   a. sign permit pursuant to Sec. 8.3.5.,

   b. basic use permit pursuant to Sec. 8.4.1.,

   c. development option plan pursuant to Sec. 8.5.2.,

   d. exempt land division pursuant to Sec. 8.5.4., and

   e. administrative adjustment pursuant to Sec. 8.8.1.;

7. To review, consider, and decide the following requests for interpretation:

   a. formal interpretation pursuant to Sec. 8.6.1., and

   b. zoning compliance verification pursuant to Sec. 8.6.2.;

8. To review consider, and decide on the zoning compliance of the following applications:

   a. building permit pursuant to Sec. 8.3.3. and

   b. grading permit pursuant to Sec. 8.3.4.;

9. To review, consider, and recommend a decision to the Planning and Zoning Commission and/or Board of Adjustment or Town Council on the following applications:

   a. sketch plan pursuant to Sec. 8.3.1.,

   b. development plan pursuant to Sec. 8.3.2.,

   c. conditional use permit pursuant to Sec. 8.4.2.,

   d. special use permit pursuant to Sec. 8.4.3.,

   e. subdivision plat pursuant to Sec. 8.5.3., and

   f. variance pursuant to Sec. 8.7.2.;

10. To initiate actions to revoke permits where the physical development, use, or development option is not in compliance with the terms and conditions of the permit;

11. To initiate requests to the Town Attorney to institute proceedings against the violators of these LDRs;

12. To undertake the day to day administration of the LDRs;

13. To serve as the Secretary to the Planning and Zoning Commission/Board of Adjustment pursuant to the terms of the LDRs;

14. To take such other action and perform such other duties as may be provided for in the LDRs.

C. Delegation

Any authority or duty of the Planning Director may be delegated to a professional-level employee of the Planning Department, unless specified otherwise by these LDRs.

8.10.3. Plan Review Committee

A. Purpose

The purpose of the Plan Review Committee (PRC) is to advise and assist the Planning Director and Community Development Direction in reviewing, making recommendations, and deciding applications by providing technical assistance regarding compliance with the LDRs.

B. Composition

The PRC consists of representatives of federal, state and local agencies who oversee regulations that are related to physical development, use, development options, and subdivision. The exact members of the PRC may vary from application to application, depending on the nature and magnitude of the application. Potential PRC members are listed below, however the Planning Director may alter or expand the list if an application warrants other technical expertise.

1. Town Engineer
2. County Surveyor
3. Town Clerk
4. Building Official
5. Fire Marshal
6. Teton Conservation District
7. Parks and Recreation Department
8. Pathways Coordinator
9. START
10. Jackson Police Department
11. Sheriff's Department
12. Integrated Solid Waste and Recycling
13. Jackson/Teton County Housing Department
14. Public Works
15. Teton County Public Health
16. Teton County Scenic Preserve Trust
17. Teton County Weed and Pest
18. Teton County School District
19. Teton County

Deleted: <#>To review the effectiveness of these LDRs and the Official Zoning Map in implementing the Comprehensive Plan; and¶

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20. Wyoming Department of Game and Fish
21. Wyoming Department of Transportation
22. Wyoming Department of Environmental Quality
23. US Army Corps of Engineers
24. US Fish and Wildlife Service
25. National Forest Service
26. National Park Service

8.10.4. Town Engineer

- No changes

8.10.5. Design Review Committee

- No changes

8.10.6. Planning and Zoning Commission

- No changes

8.10.7. Board of Adjustment

- No changes

8.10.8. Town Council

- No changes

8.10.9. Hearing Officer

- No changes

8.10.10. Town Attorney

In addition to the jurisdiction, authority and duties which may be conferred upon the Town Attorney by law, and the Town Council, the Town Attorney shall have the following authority and duties under the LDRs:

A. To review and approve as to form all resolutions drafted by the Community Development Director, Planning Director, Planning and Zoning Commission, Board of Adjustment, or Town Council in connection with any requirement of the LDRs;

B. To review and approve as to form all proposed new regulations or amendments to these LDRs, all Development Agreements, easements, declarations of covenants, letters of credit, performance guarantees or other such documentation in connection with any requirement of the LDRs; and

C. To advise the Town Administrator, Community Development Director, Planning Director, Planning and Zoning Commission, Board of Adjustment, and/or Town Council in regard to legal issues that may arise during implementation of the LDRs.

D. To enforce the provisions of the LDRs.

8.10.11. Housing Director

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In addition to the jurisdiction, authority, and duties, which may be conferred upon the Jackson/Teton County Affordable Housing Director by other provisions of the Jackson Municipal Code and the Town Council, the Housing Director shall have the following authority and duties under these LDRs:

A. To advise and provide technical assistance to the Town Administrator, Community Development Director, Planning Director, Planning and Zoning Commission, Board of Adjustment, and Town Council in regard to the housing issues which may arise during implementation of these LDRs; and

B. To review, consider, and decide the following applications, where the Housing Director or Department is identified as the decision maker:

1. minor deviation pursuant to Sec. 8.2.13.B.2,
2. formal interpretation pursuant to Sec. 8.6.1.,
3. zoning compliance verification pursuant to Sec. 8.6.2., and
4. administrative adjustment pursuant to Sec. 8.8.1.

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION VI.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE _____DAY OF _____ , 2020.
PASSED 2ND READING THE _____DAY OF _____ , 2020.
PASSED AND APPROVED THE _____DAY OF _____ , 2020.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandra, P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____day of _____, 2020.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

_____
Sandra, P. Birdyshaw, Town Clerk

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: JULY 2, 2020
MEETING DATE: JULY 6, 2020

SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Paul Anthony
PRESENTER: Tyler Sinclair

SUBJECT: **ITEM P19-187: Ordinances U & V** Amending the text of the Land Development Regulations, pursuant to Section 8.7.1, LDR Text Amendments, to revise portions of Division 8.10 Duties and Responsibilities and other related LDR sections to update Section 8.10.1 Planning Director and to add the position of Community Development Director with related duties and responsibilities.

APPLICANT: Town of Jackson

REQUESTED ACTION

Consideration of Ordinances U and V to amend Section 8.10 Duties and Responsibilities and other related sections of the Town of Jackson Land Development Regulations (LDRs) to modify and update Section 8.10.1 Planning Director and to add the position of Community Development Director with related duties and responsibilities.

APPLICABLE REGULATIONS

Sec. 8.7.1. LDR Text Amendment

BACKGROUND

With the creation of the Community Development Director for the Town of Jackson it is necessary to amend the LDRs to articulate the duties and responsibilities for Planning Director and Community Development Director positions.

At the April 6, 2020, Town Council meeting Council voted unanimously to approve the proposed amendments and directed staff to prepare Ordinances to amend the LDRs as presented.

LOCATION

The amendments apply Town-wide.

PROJECT DESCRIPTION

The Community Development position was created by the Town to allow the Town the opportunity to focus more on long range planning and strategic planning not only in the Planning Department but more importantly across the entire organization. Specifically, there are many portions of the Comprehensive Plan that are not only a land use issue but rely on all aspects of Town government to ensure their implementation including housing, transportation, core services, budgeting and community education and outreach. Regarding the LDRs the

Community Development Director will be responsible for the following three (3) areas with the majority of the duties remaining with the Planning Director:

1. *To initiate or review, consider, and recommend to the Town Council a decision on the following legislative applications:*
    a) *LDR text amendments pursuant to Sec. 8.7.1.,*
    b) *Zoning Map amendment pursuant to Sec. 8.7.2.,*
    c) *Planned Unit Development pursuant to Sec. 8.7.3.;*

2. *To review the effectiveness of these LDRs and the Official Zoning Map in implementing the Comprehensive Plan; and*

3. *To lead and provide recommendations to the Town Council on strategic, long range planning efforts on behalf of the Town including by not limited to the Comprehensive Plan, Integrated Transportation Plan, Housing Action Plan, etc.*

These three duties have been assigned to the Community Development Director as they are legislative policy decisions related to implementation of the Comprehensive Plan. All other duties will remain the sole responsibility of the Planning Director.

Please see the attached Division 8.10 Duties and Responsibilities revised in a clean revised and track changed version and a table indicating other LDR sections that require updating as a result of adding the Community Development Director.

STAFF ANALYSIS

The issue and the related rationale for the proposed change is provided in the attached table. As these are LDR text amendments they must be approved by ordinances. Based upon Council direction at this meeting staff has prepared the required ordinances for consideration.

STAKEHOLDER ANALYSIS

To date no public comment has been received on this application.

STAFF FINDINGS

Pursuant to Section 8.7.1.C of the Town of Jackson Land Development Regulations, the advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. ***Is consistent with the purposes and organization of the LDRs;***

    Complies. The purpose of the LDRs is to predictably implement the Comprehensive Plan. The proposed amendment updates portions of the LDRs in order to allow staff and the public to better understand the roles and responsibilities of the Planning Director and Community Development Director.

2. ***Improves the consistency of the LDRs with other provisions of the LDRs;***

    Complies. The proposed amendment clarifies portions of the LDRs in order to resolve inconsistent text in different parts of the LDRs as it relates to the roles and responsibilities of the Planning Director and Community Development Director.

3. ***Provides flexibility for landowners within standards that clearly define desired character;***

   N/A

4. ***Is necessary to address changing conditions, public necessity, and/or state or federal legislation;***

   Complies. The proposed amendment clarifies portions of the LDRs in order respond to the recent creation of a Town Community Development Director specifically as it relates to the roles and responsibilities of the Planning Director and Community Development Director

5. ***Improves implementation of the Comprehensive Plan; and***

   Complies. The proposed amendment improves the implementation of the Comprehensive Plan by increasing the oversite and personal responsible for implementation of the Comprehensive Plan.

6. ***Is consistent with other adopted Town Ordinances.***

   Complies. The proposed amendment does not conflict with any other Town Ordinances.

PLANNING COMMISSION

This item appeared before the Planning Commission on March 4, 2020 and received a unanimous recommendation of approval to the Town Council.

ATTACHMENTS

1. ORDINANCE U
2. ORDINANCE V

LEGAL REVIEW

Complete.

RECOMMENDATION

The Planning Director recommends approval of P19-187.

SUGGESTED MOTIONS

Item A
I move to approve Ordinance U on first reading.

Item B
I move to approve Ordinance V on first reading.

ORDINANCE U

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND SECTIONS 4.3.1.E.3, 4.3.1.E.8.a, 4.3.1.F.4, 4.3.1.F.6.a.ii, 4.3.1.F.7, 4.3.1.F.9.b OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO ADD COMMUNITY DEVELOPMENT DIRECTOR DUTIES AND RESPONSIBLITES AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 2 of Town of Jackson Ordinance No. 1074 (part) and Sections 4.3.1.E.3, 4.3.1.E.8.a, 4.3.1.F.4, 4.3.1.F.6.a.ii, 4.3.1.F.7, 4.3.1.F.9.b of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

(See next page)

Div. 4.3. Planned Resort Zones Div. 4.3

The Planned Resort Zones provide for and guide the creation or continuation of planned development configured around a major recreational activity.

4.3.1. All Planned Resort Zones (7/18/18, Ord. 1196) 4.3.1

E. Procedure

A Planned Resort master plan shall be reviewed pursuant to the standard procedures set forth for review of a PUD in Sec. 8.7.3. In addition, all Planned Resort master plans shall comply with the following procedural standards.

1. **Collaboration.** This procedure is intended to promote collaboration among landowners, Teton County, and the Town of Jackson in designing land development standards specific for each resort area. While one or more landowners may propose a Planned Resort master plan, and maintain the role of the applicant as identified herein, all landowners within a resort area are encouraged to participate in the design of the master plan. Participation of all landowners within a proposed Planned Resort Zone, however, is not required for the Town Council to adopt a Planned Resort Zone.
2. **Purpose and Intent of Master Plan**. The purpose of a Planned Resort master plan is to establish the development standards and serve as a guide to all future development within the Planned Resort. The Planned Resort master plan is intended to be of sufficient detail to describe the amount, type, size, location, and impact of the proposed resort, but technical specifications of the proposed development, such as fully engineered plans or fully detailed architectural drawings, are not required.
3. **Submittal Components**. A Planned Resort master plan application shall include all lands in a given resort area, as listed in 4.3.1.B. The minimum requirements for a master plan application shall be established by the Community Development Director and shall include, but not be limited to:

   a. Statement of Purpose

   b. Master Site Plan

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c. Dimensional Limitation Plan

d. Design Guidelines

e. Transportation Demand Management Plan

f. Housing Mitigation Plan

g. Capital Improvements Plan

h. Land Use Plan

i. Phasing Plan

j. Community Services Element (optional)

4. **Joint Review by Town and County.** The Town Planning Commission and the Town Council shall receive and consider recommendations from the County Planning Commission and Board of County Commissioners regarding any Planned Resort master plan application in the Town. For the same purpose, The Town Planning Commission and Town Council shall make recommendations to the County Planning Commission and Board of County Commissioners regarding any Planned Resort master plan application within the County.
   a. **Purpose.** The purpose of the County's and Town's review of any Planned Resort in the other jurisdiction is to recognize the impact of resorts on neighboring jurisdictions and to provide an opportunity for cooperation in planning and mitigation of potential impacts.
   b. **Intent**. The intent of review is for the County Planning Commission and Board of County Commissioners to have an opportunity for review and comment of a Planned Resort. The County's role is advisory only and does not include a voting participation in review of the Planned Resort master plan.
5. **Recordation**. Upon approval, the Planned Resort Master Plan shall be prepared and recorded pursuant to the procedures outlined in the 8.7.3.D.
6. **Amendment to Official Zoning District Map**. Approval of a Planned Resort master plan also shall constitute an amendment to the Official Zoning District Map to establish the Planned Resort Zone. The public hearing notice for the Planned Resort master plan shall be accomplished so as to comply with the requirements set forth in Sec. 8.7.2.
7. **Effect of Approval**. After approval of a Planned Resort master plan, Physical

Development and Use Permit approvals are required prior to commencement of any construction or operation of any new land use within the Planned Resort. Procedural standards for Physical Development and Use Permits are outlined in Div. 8.3. and Div. 8.4. No Physical Development or Use Permits shall be approved, unless the proposal is consistent with the Planned Resort master plan. Physical Development and Use Permits may encompass only an increment of the total resort development in accordance with an approved phasing plan.

8. **Standing of Planned Resort Master Plan**. An approved Planned Resort master plan, as amended, shall specify the development standards for the Planned Resort Zone. Once approved, a Planned Resort master plan shall be subject to the following standards:
   a. **Amendment of Master Plan**. Any landowner within a Planned Resort District may apply for amendment to the Planned Resort master plan. The amendment shall be reviewed and acted upon pursuant to the procedures set forth in Sec. 8.2.13. Minor deviations from a Planned Resort master plan may be approved by the Community Development Director , pursuant to Sec. 8.2.13.

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F. Standards Applying to All Planned Resorts

1. **Consistency with Comprehensive Plan**. Planned Resort master plans shall be consistent with the goals and objectives of the Jackson/Teton County Comprehensive Plan.
2. **Compliance with LDRs**. A Planned Resort master plan shall comply with the standards of these LDRs. Notwithstanding, the applicant for a Planned Resort master plan may propose, and the Town Council may approve, alternative standards for development that are consistent with the purpose and intent of this Section. It is fully consistent with this Section that Planned Resorts may have dimensional, design, and other development standards different from those described in other sections of these LDRs due to the unique circumstances of, and community objectives for, resort development. All standards and regulations of the prior zoning district not altered pursuant to an approved Planned Resort master plan shall apply.
3. **Statement of Purpose**. The Planned Resort master plan shall have a Statement of

Purpose which describes the applicant's rationale for resort expansion and the design theme of the resort development. The Statement also shall describe how the resort master plan fulfills the intents of this Section, as specified in 4.3.1.A.

4. **Master Site Plan.** The Planned Resort master plan shall have a Master Site Plan that clearly illustrates the proposed development and the site to the satisfaction of the Community Development Director.
5. **Dimensional Limitation Plan.** The Planned Resort master plan shall have a Dimensional Limitation Plan, which specifies dimensional limitations necessary to achieve the design theme identified by the applicant. The plan shall include floor areas and floor area ratios, densities, landscape ratios, height, setbacks, building envelopes, etcetera, or other lines delineating areas on which restrictions of development are to be imposed and areas in square feet for each lot or building.
6. **Housing Element.** The Planned Resort master plan shall have a housing element to ensure a supply of affordable workforce housing that is commensurate to the demand for housing created by development within the Planned Resort.
   a. **Affordable workforce housing shall be provided pursuant to** Div. 6.3.
      i. **Housing Calculations**. Since development of a Planned Resort may span time periods over which numbers of employees and their salaries may fluctuate, the calculations performed in developing a Housing Mitigation Plan shall use data current for the most recent full year prior to application for Planned Resort master plan.
      ii. **Master Plan Estimate.** The amount of housing required and the locations where it will be provided, as presented in the Planned Resort master plan, shall be treated as an estimate/concept, and shall be finalized by the Community Development Director as Development Plans within the Planned Resort are reviewed and acted upon. Each approved Development Plan shall establish the actual amount and location of required housing for that portion of the Planned Resort master plan.
7. **Design Element.** The Planned Resort master plan shall include design guidelines, and a mechanism for their implementation, that establish design parameters for both buildings and spaces in the Planned Resort. The design

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theme of the resort shall be defined by the applicant and be consistent with the standards of this Section. This Subsection establishes concepts that the design guidelines shall address; the design guidelines shall be evaluated as to whether or not they address these concepts, as well as character objectives for specific resorts set forth in Sec. 4.3.2.-Sec. 4.3.7. The design guidelines shall be prepared by an architect or landscape architect licensed in the State of Wyoming; preparation by a person or persons of similar expertise may be permitted by the Community Development Director.

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a. **General.** There shall be visual continuity among the resort structures and design elements without unduly limiting variety in design. Development shall be compatible with the surrounding built and natural environment in both scale and character. The design theme of the Planned Resort shall have an emphasis on outdoor recreational activities and create a sense of place. A sense of place is created when site planning and architecture:

i. concentrate activities and human interaction into identifiable spaces, such as a plaza or mall;

ii. assemble a built environment that connects buildings, spaces and structures through common scale, design and materials;

iii. incorporate into the built environment the natural features and cultural heritage of the area; and

iv. produce an identifiable image that is associated with the planned resort and with Jackson Hole.

b. **Architecture.** Building design guidelines shall reflect:

i. the community's architectural character and themes

ii. a human scale, pedestrian-orientation, which are created when:

a). the height of buildings does not overwhelm people walking beside the buildings; and

b). the ground level doors, windows and design features of buildings create an interesting diversity for people walking past the buildings

iii. a built environment in keeping with the cultural and aesthetic values of the community

iv. natural attributes of the immediate vicinity

v. building materials and colors compatible with the surrounding natural and built environment.

c. **Bulk and Scale.** The design guidelines shall ensure the bulk and scale of individual buildings within the Planned Resort achieve compatibility with:

i. other structures within the Planned Resort when the resort development is completed, and

ii. neighboring structures that are not a part of the resort, and

iii. the natural environment.

d. **Signs.** The design guidelines shall include a sign component that sets forth the sign theme for the Planned Resort and specifies criteria for determining permitted sign sizes, types, and locations. The guidelines shall contain prototypical examples of all types of signs, including wall, canopy, freestanding, directional, and informational signs. The flexibility extended to Planned Resorts via this Section, to propose standards for signs different from those specified in Division 5.6, Sign Standards, is encouraged with the purpose of having sign guidelines in keeping with the unique character and needs of the resort.

e. **Lighting.** The design guides shall include an analysis of proposed project lighting. Areas to be illuminated (parking areas, walkways, entries, etc.) shall be identified, and general standards shall be set forth. Identification of models and types of standards and fixtures is encouraged, but specific illumination plans and photometric footprints are not required. Generally, lighting shall be low-intensity, low-profile, and shielded to avoid "light pollution" and glare to off-site areas. General illumination standards are set forth in Sec. 5.3.1.

f. **Site Planning**

i. **Orientation and Aspect**. Structures and public spaces within the Planned Resort, generally, shall be arranged with views of, and access to, the principal resort recreational amenity.

ii. **Entrance Features.** Entrances to the Planned Resort shall create a sense of arrival. A sense of arrival is created when the entrance into the Planned Resort is easily identifiable and is consistent with the design

theme of the resort.

iii. **Natural Resources.** The site design shall highlight the natural resources within the Planned Resort and integrate them into the layout of the resort in order to promote a connection to the natural environment. Consequently, natural features of the site, such as significant vegetation, rock outcroppings, water bodies, etc., shall be preserved and incorporated into the project design to the extent practicable.

iv. **Pathways and Pedestrian Facilities**. Pathways and pedestrian facilities, including access for the disabled, shall be integral components of the site design. The site shall provide an attractive, outdoor atmosphere that encourages use and reliance upon pathways and walkways.

a). **Safe, Convenient, and Direct Access.** Pathway and pedestrian systems shall provide safe, convenient, and direct access throughout the resort, to public lands, transit facilities and the existing or planned community pathway system, when adjacent to the resort.

b). **Pathways.** Pathways shall be provided for nonmotorized transportation, except motorized wheelchairs for the disabled shall be permitted. Bicycle racks, ski racks, etc., shall be provided at various destination points within the resort.

v. **Transportation Facilities.** Site design shall integrate safe, convenient, and direct access to transportation services and facilities (i.e., bus shelters, information kiosks) and shall incorporate the facilities necessary for the proper functioning of the Transportation Demand Management Plan (see 8.b. below.)

vi. **Circulation.** The layout of local streets, alleyways, and parking lots shall be sensitive to the natural terrain and landscape. Cut and fill areas shall be minimized, and natural features of the site such as wooded areas, rock outcroppings, and waterbodies, shall be preserved to the maximum extent practical.

vii. **Access**. Safe vehicular access appropriate for refuse removal, recycling, emergency services, and delivery shall be provided. Service

access shall not create unsafe conflicts with automobile and pedestrian access to primary destinations within the resort.

viii. **Landscaping.** Project landscaping, including hardscape areas, shall be consistent with the overall design theme of the resort. Use of indigenous plant materials is encouraged. Existing vegetation shall be preserved and incorporated into the design of the project to the extent practical, especially wooded areas and other significant vegetation which provides shelter or habitat for wildlife.

g. **Character Objectives**. Sec. 4.3.2.-Sec. 4.3.7. outline character objectives specific to each resort area that shall be incorporated into the design guidelines.

8. **Transportation Element**

The Planned Resort master plan shall have a transportation element to ensure that resort development does not produce an amount of vehicular traffic that undermines the community's character, and endangers the public health, safety and welfare (i.e., noise, air quality and traffic impacts.) The Planned Resort master plan shall provide an optimum mix of automobile, transit, and pathway facilities within the resort, encourage coordination of all resort transportation facilities with the County-wide transportation system, promote design and management which encourages shifts from single-occupancy vehicle trips to multi-occupancy trips, or other transportation modes, and provide equitable cost sharing for facilities and services.

a. **Traffic Impact Analysis**. A traffic impact and access analysis is required. At a minimum, this analysis shall contain:

i. Projections of external vehicle trips generated by the Planned Resort.

ii. Analysis of levels of service (LOS) impacts on roadway system segments and intersections serving the Planned Resort.

iii. Specification of any improvements needed to roadway system segments and intersections as a result of increased traffic from the Planned Resort.

b. **Transportation Demand Management Plan.** The Planned Resort master plan shall include a Transportation Demand Management (TDM) Plan that

demonstrates how the travel behavior of resort visitors and employees will be managed to minimize the number of vehicle trips on the roadway network resulting from the resort development. The Transportation Plan will allocate a number of vehicle trips to various roadway segments, based upon the projected traffic demand and the planned character of the roadway segments. A goal of the applicant's TDM Plan shall be to manage the transportation demands of the resort so that it is consistent with the allocation of vehicle trips to the various roadway segments that serve the Planned Resort. Potential mechanisms for managing travel behavior may include, but are not limited to:

i. Increasing average vehicle occupancy

ii. Shifting vehicular trips (resident and visitor) to public transit

iii. Shifting vehicular trips (resident and visitor) to walking, bicycling and other nonmotorized means

iv. Reducing vehicular trips through internal capture associated with mixed land use patterns.

c. **Parking and Loading**. The Planned Resort master plan shall provide parking and loading areas of sufficient amount and type to accommodate the resort's projected demand including parking for visitors and lodging guests, waiting and loading areas for transit vehicles and their passengers, and loading areas for delivery vehicles. Parking shall be designed to encourage nonmotorized transportation, transit and high occupancy vehicle use and discourage single-occupancy vehicle use.

9. **Capital Improvements Element.** The Planned Resort master plan shall have a capital improvements element to ensure that infrastructure and essential services will be provided in an efficient and timely manner to accommodate projected resort demands. Planned Resort master plans shall include a capital improvements element that identifies service providers, analyzes impacts and proposes a capital improvements plan for facilities and services needed by the resort. Such facilities and services may include, but are not limited to: transportation (including transit, parking and pathways;) potable water and wastewater treatment services; waste management (hazardous and solid;)

utilities; stormwater management and snow storage facilities.

a. **Identification and Acknowledgment of Service Providers**. The applicant shall identify the provider of all infrastructure facilities and services included in the plan. Where services are to be provided by an entity other than the applicant, documents from the service provider shall demonstrate the commitment and ability to provide such service according to the Planned Resort master plan.

b. **Impact Analysis.** An impact analysis shall be performed for all facilities and services, unless waived by the Community Development Director. Each impact analysis shall identify the following:

Deleted: Planning Director

i. The maximum daily peak capacity of existing facilities.

ii. The current daily peak demand on existing capacity.

iii. The daily peak capacity available for new development.

iv. The projected daily peak demand generated by new development in the Planned Resort.

v. When development outside of a resort is reasonably anticipated to utilize the same infrastructure system as the resort, the Town of Jackson shall provide the applicant with estimated peak demand.

vi. Any planned improvements by other entities, such as the Town of Jackson or the Teton Village Water and Sewer District, and the timing of such improvements.

vii. Any deficits in daily peak capacity potentially resulting from development within the Planned Resort--either from a strict demand standpoint or from a timing standpoint--taking into account other potential new development outside the Planned Resort.

c. **Capital Improvements Program.** The capital improvements plan shall be consistent with the impact analyses and specify how any deficiencies in infrastructure will be remedied or mitigated, including descriptions of the infrastructure improvements, the responsibility and sources of funding for the improvements, and the timing for completion of improvements. Concept plans for improvements shall be included in the capital improvements plan; engineered plans shall be provided in the final development plan

application for subsequent development.

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION VI.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE _____DAY OF _____ , 2020.
PASSED 2ND READING THE _____DAY OF _____ , 2020.
PASSED AND APPROVED THE _____DAY OF _____ , 2020.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandra, P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____day of _____, 2020.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

_____
Sandra, P. Birdyshaw, Town Clerk

ORDINANCE V

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND SECTIONS 8.2.4.D, 8.2.4.F, 8.6.2.C, 8.7.1, 8.7.2, 8.7.3.F.2, 8.9.2.B, 8.9.4.A AND 8.10 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO ADD COMMUNITY DEVELOPMENT DIRECTOR DUTIES AND RESPONSIBLITES AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 2 of Town of Jackson Ordinance No. 1074 (part) and Sections 8.2.4.D, 8.2.4.F, , 8.6.2.C, 8.7.1, 8.7.2, 8.7.3.F.2, 8.9.2.B, 8.9.4.A and 8.10 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

(See next page)

8.2.4. Application Submittal (1/4/17, Ord. 1165)

D. Application Consolidation

The application review process is intended to encourage efficient processing. Applicants are encouraged to consolidate the review of concurrent applications for a single site to the extent practical. Appropriate application consolidation will be established at the pre-application conference or by the Community Development Director along with the Planning Director and may include the waiver of overlapping application requirements. The Community Development Director along with the Planning Director may require application consolidation where the information from one application is necessary to review the compliance of another application.

F. Significant Modifications

If at any point during the review of an application the Community Development Director along with the Planning Director deems that revisions to the application are significant enough to render previous reviews incomplete or obsolete, the Community Development Director along with the Planning Director may declare that the revision is a resubmittal or a new application and declare the original application withdrawn. Such a declaration resets all review deadlines and processes, and the Community Development Director along with the Planning Director may assess a new application fee.

8.6.2. Zoning Compliance Verification (ZCV) (1/4/17, Ord. 1165) 8.6.2

A. Purpose

The purpose of a zoning compliance verification is to determine in writing if all or a portion of a property is in compliance with these LDRs at a specific point in time.

B. Applicability

A zoning compliance verification may be requested for any property, portion of a property, or attribute of a property's physical development, use, development options, or subdivision.

EXAMPLE: Examples of zoning compliance verification requests include, but are not limited to: a determination of the current development potential on a site; identification of any apparent nonconformities on a site; review of a wetland delineation or Environmental Analysis exemption prior to application submittal; and visual resource analysis that informs application submittal but is not dependent upon application information for review.

C. Findings

In order to issue a zoning compliance verification the Community Development Director along with the Planning Director shall find that the property, portion of the property, or attribute of the property in question:

1. Complies with all relevant standards of these LDRs and other Town Ordinances; and
2. Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.

D. Effect

A zoning compliance verification shall only apply to the circumstances reviewed and will only be as detailed as the information provided in the request. A zoning compliance verification does not permit any physical development, use, development option, or subdivision, nor does it guarantee approval of any application.

E. Expiration

A zoning compliance verification shall only verify zoning compliance at the time it is issued.

F. Review Process

All steps and deadlines in the following chart are required unless noted otherwise.

An applicant must complete the each step before moving to the step below.

8.7.1. LDR Text Amendment (1/1/15, Ord. 1074) 8.7.1

A. Purpose

The purpose of an LDR text amendment is to publicly review a change to these LDRs to ensure that it improves implementation of the Jackson/Teton County Comprehensive Plan or address other health, safety, or welfare issues in the community.

B. Applicability

All LDR text amendments shall be reviewed pursuant to this Section.

C. Findings

The advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. Is consistent with the purposes and organization of the LDRs;
2. Improves the consistency of the LDRs with other provisions of the LDRs;
3. Provides flexibility for landowners within standards that clearly define desired character;
4. Is necessary to address changing conditions, public necessity, and/or state or federal legislation;
5. Improves implementation of the Comprehensive Plan; and
6. Is consistent with other adopted Town Ordinances.

D. Review Process

All steps and deadlines in the following chart are required unless noted otherwise. An applicant must complete the each step before moving to the step below.

8.7.2. Zoning Map Amendment (1/1/15, Ord. 1074) 8.7.2

A. Purpose

The purpose of zoning map amendment is to publicly review a change to the Official Zoning Map to ensure that it improves implementation of the Jackson/Teton County Comprehensive Plan or address other health, safety, or welfare issues in the community.

B. Applicability

All zoning map amendments shall be reviewed pursuant to this Section.

C. Findings for Approval

The advisability of amending the Official Zoning Map is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed zoning map amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. Is consistent with the purposes and organization of the LDRs;
2. Improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan;
3. Is necessary to address changing conditions or a public necessity; and
4. Is consistent with the other adopted Town Ordinances.

D. Review Process

All steps and deadlines in the following chart are required unless noted otherwise. An applicant must complete the each step before moving to the step below.

8.7.3. Planned Unit Development (PUD)

(1/4/17, Ord. 1165)

F. Expiration

1. Expiration. A PUD shall expire if the physical development permit with which it was approved expires except under one of the following circumstances:
   a. The PUD option in Article 4. establishes an alternative expiration; or
   b. An alternate expiration is set through the approval of the PUD.
2. Effect of Expiration. Upon expiration, all rights established by the master plan shall become null and void. The Town shall amend the Official Zoning Map pursuant Sec. 8.7.2. from PUD to the zone that existed on the land prior to the PUD approval. If the prior zone no longer exists, the Community Development Director shall propose the appropriate zone in which to place the land.

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G. Review Process

All steps and deadlines in the following chart are Required unless noted otherwise. An applicant must complete the each step before moving to the step below.

8.9.2. Violations (1/1/15, Ord. 1074) 8.9.2

A. Compliance Required

Compliance with all provisions of these LDRs is required by all persons owning, developing, dividing, managing, using, or occupying land or structures. Failure to comply with a standard, requirement, prohibition, or limitation imposed by these LDRs, or the terms or conditions of any permit, approval, or authorization granted in accordance with these LDRs, shall constitute a violation of these LDRs punishable as provided in this Division.

B. Inspection

The Community Development Director along with the Planning Director shall gain permission prior to entering onto land within the Town to inspect suspected violations of these LDRs.

8.9.4. Abatement of Violations (1/4/17, Ord. 1165) 8.9.4

A. Purpose

Violations of these LDRs may be abated at the election of the Community Development Director along with the Planning Director. This procedure shall not be the sole remedy available, and the Town may enforce these LDRs in any manner provided by law.

Div. 8.10. Duties and Responsibilities

The following Town bodies and staff shall have the following powers and responsibilities in administering and reviewing applications under the LDRs.

8.10.1. Community Development Director

A. Creation and Appointment

The Community Development Director shall be appointed by and serve at the pleasure of the Town Administrator.

B. Jurisdiction, Authority, and Duties

In addition to the jurisdiction, authority, and duties which may be conferred upon the Community Development Director by other provisions of the Jackson Municipal Code and the Town Council, the Community Development Director shall have the following jurisdiction, authorities, and duties under these LDRs:

1. To initiate or review, consider, and recommend to the Town Council a decision on the following legislative applications:
   a. LDR text amendments pursuant to Sec. 8.7.1.,
   b. Zoning Map amendment pursuant to Sec. 8.7.2.,
   c. Planned Unit Development pursuant to Sec. 8.7.3.;
2. To review the effectiveness of these LDRs and the Official Zoning Map in implementing the Comprehensive Plan; and
3. To lead and provide recommendations to the Town Council on strategic, long-range planning efforts on behalf of the Town including by not limited to the Comprehensive Plan, Integrated Transportation Plan, Housing Action Plan, etc.

C. Delegation

Any authority or duty of the Community Development Director may be delegated to a professional- level employee of the Community Development Department or Planning Department, unless specified otherwise by these LDRs.

8.10.2. Planning Director (1/1/15, Ord. 1074)

A. Creation and Appointment

The Planning Director shall be the agency head of the Planning Department appointed by and serve at the pleasure of the Town Administrator.

B. Jurisdiction, Authority, and Duties

In addition to the jurisdiction, authority, and duties which may be conferred upon the Planning Director by other provisions of the Jackson Municipal Code and the Town Council, the Planning Director shall have the following jurisdiction, authorities, and duties under these LDRs:

1 To administer the pre-submittal requirements of these LDRs pursuant to Sec. 8.2.1.-Sec. 8.2.3.;

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Deleted: <#>To administer the pre-submittal requirements of these LDRs pursuant to Sec. 8.2.1.-Sec. 8.2.3.;¶
To receive applications under these LDRs pursuant to Sec. 8.2.4.-Sec. 8.2.5.;¶
To coordinate review and recommendation under these LDRs pursuant to Sec. 8.2.6.-Sec. 8.2.7.;¶
To administer post-decision requirements of these LDRs pursuant to Sec. 8.2.11.-Sec. 8.2.13.;¶
To ensure that adequate public notice is provided for public hearings on applications under these LDRs pursuant to Sec. 8.2.14.;¶
To review, consider, and decide the following permit applications:¶
sign permit pursuant to Sec. 8.3.5.,¶
basic use permit pursuant to Sec. 8.4.1.,¶
development option plan pursuant to Sec. 8.5.2.,¶
exempt land division pursuant to Sec. 8.5.4., and¶
administrative adjustment pursuant to Sec. 8.8.1.;¶
To review, consider, and decide the following requests for interpretation:¶
formal interpretation pursuant to Sec. 8.6.1., and¶
zoning compliance verification pursuant to Sec. 8.6.2.;¶
To review consider, and decide on the zoning compliance of the following applications:¶
building permit pursuant to Sec. 8.3.3. and¶
grading permit pursuant to Sec. 8.3.4.;¶
To review, consider, and recommend a decision to the Planning and Zoning ...

Deleted: <#>To initiate actions to revoke permits where the physical development, use, or development option is not in compliance with the terms and conditions of the permit;¶ ...

Deleted: To take such other action and perform such other duties as may be provided for in the LDRs.¶

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2. To receive applications under these LDRs pursuant to Sec. 8.2.4.-Sec. 8.2.5.;

3. To coordinate review and recommendation under these LDRs pursuant to Sec. 8.2.6.-Sec. 8.2.7.;

4. To administer post-decision requirements of these LDRs pursuant to Sec. 8.2.11.-Sec. 8.2.13.;

5. To ensure that adequate public notice is provided for public hearings on applications under these LDRs pursuant to Sec. 8.2.14.;

6. To review, consider, and decide the following permit applications:

   a. sign permit pursuant to Sec. 8.3.5.,

   b. basic use permit pursuant to Sec. 8.4.1.,

   c. development option plan pursuant to Sec. 8.5.2.,

   d. exempt land division pursuant to Sec. 8.5.4., and

   e. administrative adjustment pursuant to Sec. 8.8.1.;

7. To review, consider, and decide the following requests for interpretation:

   a. formal interpretation pursuant to Sec. 8.6.1., and

   b. zoning compliance verification pursuant to Sec. 8.6.2.;

8. To review consider, and decide on the zoning compliance of the following applications:

   a. building permit pursuant to Sec. 8.3.3. and

   b. grading permit pursuant to Sec. 8.3.4.;

9. To review, consider, and recommend a decision to the Planning and Zoning Commission and/or Board of Adjustment or Town Council on the following applications:

   a. sketch plan pursuant to Sec. 8.3.1.,

   b. development plan pursuant to Sec. 8.3.2.,

   c. conditional use permit pursuant to Sec. 8.4.2.,

   d. special use permit pursuant to Sec. 8.4.3.,

   e. subdivision plat pursuant to Sec. 8.5.3., and

   f. variance pursuant to Sec. 8.7.2.;

10. To initiate actions to revoke permits where the physical development, use, or development option is not in compliance with the terms and conditions of the permit;

11. To initiate requests to the Town Attorney to institute proceedings against the violators of these LDRs;

12. To undertake the day to day administration of the LDRs;

13. To serve as the Secretary to the Planning and Zoning Commission/Board of Adjustment pursuant to the terms of the LDRs;

14. To take such other action and perform such other duties as may be provided for in the LDRs.

C. Delegation

Any authority or duty of the Planning Director may be delegated to a professional-level employee of the Planning Department, unless specified otherwise by these LDRs.

8.10.3. Plan Review Committee

A. Purpose

The purpose of the Plan Review Committee (PRC) is to advise and assist the Planning Director and Community Development Direction in reviewing, making recommendations, and deciding applications by providing technical assistance regarding compliance with the LDRs.

B. Composition

The PRC consists of representatives of federal, state and local agencies who oversee regulations that are related to physical development, use, development options, and subdivision. The exact members of the PRC may vary from application to application, depending on the nature and magnitude of the application. Potential PRC members are listed below, however the Planning Director may alter or expand the list if an application warrants other technical expertise.

1. Town Engineer
2. County Surveyor
3. Town Clerk
4. Building Official
5. Fire Marshal
6. Teton Conservation District
7. Parks and Recreation Department
8. Pathways Coordinator
9. START
10. Jackson Police Department
11. Sheriff's Department
12. Integrated Solid Waste and Recycling
13. Jackson/Teton County Housing Department
14. Public Works
15. Teton County Public Health
16. Teton County Scenic Preserve Trust
17. Teton County Weed and Pest
18. Teton County School District
19. Teton County

Deleted: <#>To review the effectiveness of these LDRs and the Official Zoning Map in implementing the Comprehensive Plan; and¶

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20. Wyoming Department of Game and Fish
21. Wyoming Department of Transportation
22. Wyoming Department of Environmental Quality
23. US Army Corps of Engineers
24. US Fish and Wildlife Service
25. National Forest Service
26. National Park Service

8.10.4. Town Engineer

- No changes

8.10.5. Design Review Committee

- No changes

8.10.6. Planning and Zoning Commission

- No changes

8.10.7. Board of Adjustment

- No changes

8.10.8. Town Council

- No changes

8.10.9. Hearing Officer

- No changes

8.10.10. Town Attorney

In addition to the jurisdiction, authority and duties which may be conferred upon the Town Attorney by law, and the Town Council, the Town Attorney shall have the following authority and duties under the LDRs:

A. To review and approve as to form all resolutions drafted by the Community Development Director, Planning Director, Planning and Zoning Commission, Board of Adjustment, or Town Council in connection with any requirement of the LDRs;

B. To review and approve as to form all proposed new regulations or amendments to these LDRs, all Development Agreements, easements, declarations of covenants, letters of credit, performance guarantees or other such documentation in connection with any requirement of the LDRs; and

C. To advise the Town Administrator, Community Development Director, Planning Director, Planning and Zoning Commission, Board of Adjustment, and/or Town Council in regard to legal issues that may arise during implementation of the LDRs.

D. To enforce the provisions of the LDRs.

8.10.11. Housing Director

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In addition to the jurisdiction, authority, and duties, which may be conferred upon the Jackson/Teton County Affordable Housing Director by other provisions of the Jackson Municipal Code and the Town Council, the Housing Director shall have the following authority and duties under these LDRs:

A. To advise and provide technical assistance to the Town Administrator, Community Development Director, Planning Director, Planning and Zoning Commission, Board of Adjustment, and Town Council in regard to the housing issues which may arise during implementation of these LDRs; and

B. To review, consider, and decide the following applications, where the Housing Director or Department is identified as the decision maker:

1. minor deviation pursuant to Sec. 8.2.13.B.2,
2. formal interpretation pursuant to Sec. 8.6.1.,
3. zoning compliance verification pursuant to Sec. 8.6.2., and
4. administrative adjustment pursuant to Sec. 8.8.1.

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION VI.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE _____DAY OF _____ , 2020.
PASSED 2ND READING THE _____DAY OF _____ , 2020.
PASSED AND APPROVED THE _____DAY OF _____ , 2020.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandra, P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____day of _____, 2020.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

_____
Sandra, P. Birdyshaw, Town Clerk

MEMORANDUM

TO: Mayor and Town Council

FR: Larry Pardee, Town Manager

DT: July 6, 2020

RE: Town Manager's Report

Roadhouse Brewing Parklet Application

On June 15, information was provided in the Town Manager's report regarding a request for outdoor seating for Roadhouse Brewing on Gregory Lane. At that time, staff was given direction to present the information in a staff report. However, subsequent to that meeting and direction, Roadhouse Brewing has submitted a parklet application for temporary outdoor seating and has withdrawn their request for permanent outdoor seating. Staff wanted to provide this information to explain why this was not brought forward.

Time Tracking for COVID-19

Staff wanted to provide an update to the Town Council to assure you that staff is tracking time spent responding to COVID-19 so that we can reflect accurate information to the state for grant reimbursement. Time has been spent in all departments from leadership positions to front line service positions. All possible reimbursement will be requested through the SLIB application process in order to reserve current limited funding to provide and maintain core services.