

Jackson Town Council Regular Meeting

July 20, 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=efc753d16e6e979a34f416a2e81c60eda>

If the link does not work, join at [webex.com](https://www.webex.com) with Meeting ID **146 494 1149** 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. July 2, 2020 emergency meeting
 - 2. July 3, 2020 special meeting
 - 3. July 6, 2020 special meeting
 - 4. July 6, 2020 regular meeting
- B. Disbursements
- C. June 2020 Municipal Court Report
- D. Malt Beverage Permit for Teton County Fair 4-H Livestock Sale
- E. Civil Design Contract for Scott Lane-Maple Way Bicycle/Pedestrian/ADA Improvements
- F. 15-Minute Parking Zone on Center Street (between Deloney and Gill)
- G. Reinstatement of September 4 Rodeo Date
- H. Contract for Wastewater COVID-19 Testing

V. RESOLUTIONS

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

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.

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

A. Planning

1. **Item P20-009 & 010:** Development Plan and Hillside Conditional Use Permit for Bluffs Development at 984 Budge Drive (Tyler Valentine)
2. **Item P20-062:** Development Plan at 505 E. Simpson Avenue (Brendan Conboy)
3. **Item P19-242, P20-128, -129:** Conditional Use Permit for Snow King Gondola, Zip Line, and Snow Making Pump House (Tyler Sinclair)
4. **Item P19-242:** Snow King Mountain and Town of Jackson Gondola Lease Agreement (Tyler Sinclair)
5. **Item P20-045 & -046:** Development Plan and Planned Unit Development at 625 Powderhorn Lane for Employee Housing (Paul Anthony)

VII. ORDINANCES

- A. **Emergency Ordinance 1256:** An Ordinance Requiring the Wearing of Face Coverings in Limited Places with Exceptions due to COVID-19 (Lea Colasuonno)
- B. **Ordinance T:** An Ordinance Granting AT&T a Franchise (Presented for 1st Reading, Lea Colasuonno)
- C. **Ordinance U:** An Ordinance Adding Community Development Director Duties to Jackson Land Development Regulations Section 4 (Presented for 1st Reading, Tyler Sinclair)
- D. **Ordinance V:** An Ordinance Adding Community Development Director Duties to Jackson Land Development Regulations Section 8 (Presented for 1st Reading, Tyler Sinclair)
- E. **Ordinance W:** An Ordinance Prohibiting the Sale of Flavored Tobacco Products (Presented for 1st Reading, Lea Colasuonno)

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.

EMERGENCY TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

JULY 2, 2020

JACKSON, WYOMING

The Jackson Town Council met in an emergency session in the Council Chambers of the Town Hall located at 150 East Pearl at 5:00 P.M. Upon roll call the following were found to be present:

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

STAFF: Roxanne Robinson, Tyler Sinclair, Lea Colasuonno, Roger Schulz, Jason Wright, Susan Scarlata, and Sandy Birdyshaw.

Mayor Muldoon stated the purpose of this meeting was to consider an emergency ordinance to require the wearing of face masks. Dr. Riddell had submitted a public health order to the State this week which has not been signed. Today's meeting was to consider directing the Town Attorney to prepare an Ordinance and set a meeting tomorrow at 3:00 p.m. to review the ordinance. Public comment would be taken tomorrow when the ordinance was discussed.

A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to direct the staff to draft an ordinance reflecting the health order and resolution requiring the wearing of masks in public places.

The Council held further discussion. Lea Colasuonno made staff comment.

Mayor Muldoon called for the vote. The vote showed 4-0-1 in favor, with Stanford absent. The motion carried.

The Council discussed scheduling a Special Meeting tomorrow, July 3, 2020 at 3:00 p.m. unless a County Health Order was signed before then.

Adjourn. A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to adjourn. The vote showed 4-0-1 in favor, with Stanford absent. The motion carried. The meeting adjourned at 5:14 p.m. minutes:spb

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

Publish JH News & Guide: July 22, 2020

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

JULY 3, 2020

JACKSON, WYOMING

The Jackson Town Council met in a special session in the Council Chambers of the Town Hall located at 150 East Pearl at 3:00 P.M. Upon roll call the following were found to be present:

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

STAFF: Roxanne Robinson, Tyler Sinclair, Lea Colasuonno, Zolo, and Michelle Weber

Mayor Muldoon stated the purpose of this meeting was to consider an emergency ordinance for face coverings. Lea Colasuonno made staff comment. Members of Town Council discussed the ordinance. Public comment was given by John Frechette, Christian Burch, Gloria Courser, and Bob Culver.

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

EMERGENCY ORDINANCE 1255: AN EMERGENCY ORDINANCE REQUIRING THE WEARING OF FACE COVERINGS IN LIMITED PLACES IN THE TOWN OF JACKSON, WITH EXCEPTIONS; DECLARING AN EMERGENCY, PROVIDING FOR AN EFFECTIVE DATE AND A TIME FOR TERMINATION. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED, THAT:

A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to suspend the requirements for three (3) public reading of ordinances under W.S. § 15-1-115(c). Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to approve Emergency Ordinance 1255 implementing a Face Covering requirement in limited places within the Town of Jackson for the immediate preservation of the public peace, health, safety or welfare to: a) prevent and slow the potential spread of COVID-19; b) significantly reduce likelihood of overwhelming the strain on the local health care and emergency service systems; and c) declare an emergency, and provide for an effective date and time for termination. Members of Council discussed the ordinance. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to adjourn. The vote showed all in favor and the motion carried. The meeting adjourned at 3:40 p.m. minutes:rdvr

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

Publish JH News & Guide: July 22, 2020

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

JULY 6, 2020

JACKSON, WYOMING

The Jackson Town Council met in special session in the Council Chambers of the Town Hall at 150 East Pearl at 1:00 P.M. Upon roll call the following were found to be present:

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

STAFF: Roxanne Robinson, Lea Colasuonno, Tyler Sinclair, Jason Wright, Roger Schultz, Paul Anthony, and Carl Pelletier.

Consent Calendar. A motion was made by Hailey Morton Levinson and seconded by Pete Muldoon to approve the consent calendar including item A as presented with the following motions. There was no public comment on the Consent Calendar.

- A. **Meeting Attendance.** To suspend Chapter II, Section 3, Quorum, and portions of Chapter II, Section 7.a Addressing the Town Council, of the Town Council's Rules and Procedures to continue to temporarily allow Elected Officials to attend, participate and vote remotely and by so doing extend that allowance to members of staff, and to continue to temporarily allow members of the public to participate remotely in any regular, special, or emergency meetings through October 31, 2020.

Jim Stanford made comment that he would like to see more in-person meetings take place using precautions and additional efforts. Hailey Morton Levinson made comment that she is comfortable with the motion as written. Pete Muldoon made comment that he agrees with the motion as written.

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

Planning Item P19-129: Update to 2012 Jackson/Teton County Comprehensive Plan: Project Status and Next Steps. Tyler Sinclair made comment regarding the Comprehensive Plan update including the project status with additional language from the County, update on the Work Plan, and consideration of the Work Plan, Comprehensive Plan Update, and the Northern South Park Neighborhood Plan.

The Council held discussion on sign regulations, the Work Plan, the Comp Plan process, the suggested motion for the Joint Information Meeting scheduled for that afternoon.

A motion was made by Arne Jorgenson and seconded by Jonathan Schechter to begin the public comment period of the Proposed Amendments to the 2012 Jackson/Teton County Comprehensive Plan, to direct staff to advertise in the official newspaper of the town our intent to adopt amendments to the 2012 Jackson/Teton County Comprehensive Plan, to set a hearing date before the Jackson Planning Commission and a hearing date before the Town Council with the following changes to the proposed amendments to the 2012 Jackson/Teton County Comprehensive Plan directed at this meeting:

1. Edit the draft to replace Subarea 5.6 with the text provided in the redline included in the May 18, 2020 Staff Report with the following sentence removed "*An exception to the neighborhood plan requirement is the allowance for development when associated with provision of meaningful permanent open space by clustering development into the subarea from a Conservation or Preservation Subarea 4 of 12.*"
2. Edit the draft to split Strategy 3.3.S.5 into two separate strategies, with one on Northern South Park and one on the Fairgrounds site.
3. Add a Strategy to identify locations in the County that may be appropriate for higher residential density to meet community-wide workforce housing goals.
4. Remove the following language from Subarea 5.6 "*One possible option to be considered is a future east-west connector between South Park Loop Road and Highway 89*" and replace with "*the neighborhood plan will include options to improve transportation, circulation and connectivity within and around the Subarea* (from 6/1/2020 BCC meeting).

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

The Council discussed Northern South Park and the Work Plan.

Adjourn. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to adjourn. The vote showed all in favor and the motion carried. The meeting adjourned at 2:08 p.m.
minutes:crp

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

Published JH News & Guide: July 22, 2020

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JULY 6, 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 6:00 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, and Jonathan Schechter.

STAFF: Roxanne Robinson, Lea Colasuonno, Jason Wright, Tyler Sinclair, Paul Anthony, Roger Schultz, Johnny Ziem, Tyler Valentine, and Brian Lenz

Public Comment. There was no public comment.

Consent Calendar. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve the consent calendar including items A-D as presented with the following motions. There was no public comment on the Consent Calendar. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

A. **Meeting Minutes.** To approve the meeting minutes as presented for the June 2, 2020 special workshop, June 15, 2020 workshop and regular meeting, and the June 26, 2020 and June 29, 2020 special meetings.

B. **Disbursements.** To approve the disbursements as presented. 4imprint \$10.80; Abbott, Ben \$217.81; Ace Hardware \$60.91; Ace Hardware \$649.95; Advanced Pump & Equipment, Inc \$20,460.00; Aflac \$2,805.34; Airgas USA, LLC \$491.95; All-Star Auto Parts \$45.64; Amerigas \$1,243.73; Badger Daylighting Corp \$2,210.25; Best Best & Krieger \$1,061.50; Bison Lumber \$113.67; Blue Spruce Cleaners, Inc \$22.63; Buechley, Kit \$2,700.00; C & A Professional Cleaning Serv LLC \$7,819.84; C.M. Owen Construction, LLC \$226,682.03; Carquest Auto Parts Inc. \$104.67; Carquest Auto Parts Inc. \$104.67; Cash \$196.04; Chargepoint, Inc \$2,950.00; Charlier Associates Inc. \$2,173.88; City Of Driggs \$1,733.81; Clewley, Sarah \$1,240.00; Code Studio \$4,413.75; Commercial Tire-Id Falls \$197.84; Control System Technology, Inc. \$6,562.00; Convergeone, Inc \$9,007.10; Cook, Thomas \$1,250.00; Core & Main Lp \$19,956.00; Creative Energies, LLC \$3,463.75; Cummins Rocky Mountain LLC \$1,751.89; Dbr Inc. \$2,003.50; Deere & Company \$65,091.04; Delcon Inc \$6,051.00; Delta Dental Plan Of Wyoming \$3,184.20; Discount Cell, Inc. \$560.00; Division Of Victim Services \$650.00; E.R. Office Express \$541.83; Energy Conservation Works \$35,000.00; Energy Laboratories Inc. \$416.00; Evans Construction Inc \$423.82; Evans Construction Inc \$55.00; Evident \$319.70; Galls Inc. \$435.13; Garmin USA \$64.95; Geittmann Larson Swift LLP \$1,820.00; Gillig LLC \$3,938.96; Gillig LLC \$381.07; Glock Professional, Inc. \$500.00; Grisamer, Wade \$4,211.88; Gwaltney, Woodrow \$255.00; HCC Life Insurance Company \$55,783.44; High Country Linen \$2,296.98; High Country Linen \$136.55; Idaho State Tax Commission \$3,531.00; Idaho Traffic Safety, Inc. \$800.00; Idexx Distribution, Inc. \$393.97; Jackson Curbside Inc. \$985.00; Jackson Hole Law, Pc \$1,500.00; Jackson Hole News & Guide \$2,104.53; Jackson Hole News & Guide \$402.88; Jackson Paint And Glass, Inc. \$10.66; J-B Mechanical \$835.00; Jelly Donut, LLC \$10.00; Jorgensen Associates, Pc \$97,941.74; Kellerstrass Enterprises, Inc \$17,780.33; Kenworth Sales Company Dept #1 \$95.95; Kimball Midwest \$131.31; Lincoln National Life \$1,225.59; Local Gov't Liability Pool \$84,046.00; Long Building Technologies Inc. \$236.00; Lower Valley Energy Inc \$21.38; Mcwhorter Technologies \$100.00; Meridian Engineering P.C. \$741.00; MHL Systems \$4,036.00; Mountain Electrical \$262.50; Municipal Code Corporation \$700.00; Napa Auto Parts Inc. \$911.76; Nelson Engineering \$16,237.90; New West Building Company Inc. \$5,000.00; North Park Transportation \$99.20; Ops Strategies, LLC \$1,487.50; Platt \$49,756.45; Platt \$6,373.44; Premier Truck-Salt Lake City \$248.54; Premier Truck- Salt Lake City \$598.88; Quadient Leasing USA, Inc. \$468.69; Rees, David \$100.00; Rink-Tec International, Inc \$236.55; Ru2 Systems Inc. \$19,997.00; Ru2 Systems Inc. \$22,083.00; Rui Inc. Dba Village Gardner \$274.92; Simon Associates LLC \$2,000.00; Snake River Roasting \$391.60; Spradley Barr Motors, Inc \$83,899.00; St John's Hospital \$130.00; Stotz Equipment \$1,231.73; Teton County Clerk \$102,504.00; Teton County District Court \$441.75; Teton County School District 1 \$22,000.00; Teton County Sheriff-Dispatch \$5,419.17; Teton Motors Inc \$421.49; Teton Motors Inc \$63.35; The Lodge @ Jackson Hole \$2,880.00; Titan Machinery \$5,846.11; Title 22 Consultants \$404.43; TMSC LLC \$28,105.00; TMSC LLC \$16,060.00; Uline \$241.42; Uline \$4,446.62; Ups \$56.19; Valley Office Systems \$785.00; Valley West Engineering, Pc \$10,297.86; Visa \$6,850.34; W.A.R.M. Property Insurance \$234,996.37; WAMCAT \$130.00; Watts Steam Store Rocky Mt. Inc \$250.00; Weller Truck Parts \$116.59; White Glove Cleaning, Inc. \$2,568.13; Winter & Company \$17,848.75; Wy Child Support Enforcement \$146.76; Wy Child Support Enforcement \$146.76; Wy Workers' Safety & Comp \$7,530.80; Wyoming Financial Insurance, Inc \$6,822.00; Wyoming Garage Door, LLC \$740.50; Wyoming Law Enforcement \$50.00; Wyoming Retirement System \$103,371.43; Yellow Iron Excavation, LLC \$70.00; Yourmembership.Com, Inc. \$299.00

- C. **Temporary Sign Permit: Habitat for Humanity (P20-115).** To approve the temporary banner in conjunction with Habitat for Humanity 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 Bring US Home Challenge may be installed at: 105 Buffalo Way, Albertsons August 23, 2020 to September 5, 2020 and 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
- D. **Sewer Connection Agreement at 535 W. Deer Drive, Valley View (P20-082).** 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.

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

Special Event: Town Square Shoot Out. Carl Pelletier made staff comment. Britney Magleby made public comment. A motion was made by Arne Jorgensen and seconded by Hailey Morton Levinson 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 with two additions: 1) the Shootout performance will be subject to on-going review and approval of the Teton County Health Department and 2) unless otherwise directed by the Teton County Health Department spectators will be required to wear face masks. The mayor called for the vote. The vote showed 3-2 in favor, with Muldoon and Stanford opposed. The motion carried.

Special Event: Noso Take Care Demo. This item was withdrawn by the applicant.

Special Event: Jackson Hole Roller Disco. Carl Pelletier made staff comment. Jim Ryan made comment as the applicant. A motion was made by Hailey Morton Levison and seconded by Arne Jorgensen 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 with the addition of two requirements 1) social distancing of participants will be required and 2) participants will be required to wear face masks. The mayor called for the vote. The vote showed 4-1 in favor, with Stanford opposed. The motion carried.

Special Event: Teton County Fair. Carl Pelletier made staff comment. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford 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. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Jackson Hole Jewish Community Cemetery Exception. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson 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, the cost for such burial shall be the same. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Restaurant Liquor License Application from Coe LLC dba Coelette. Roxanne Robinson made staff comment. Mayor Muldoon opened a public hearing to hear protest against the issuance of this license. There were none and the Mayor closed the public hearing. Comment was given by Anne Motlow on behalf of the applicant.

Having considered the Wyo. Stat. §12-4-104(b) statutory factors for this application, a motion was made by Hailey Morton Levinson and seconded by Jim Stanford 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).

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

Retail Liquor License Transfer Application from Virginian Liquor LLC. Mayor Muldoon opened a public hearing to hear protest against the transfer of this license. There were none and the Mayor closed the public hearing. Matt Kim-Miller and David Schwartz made comment on behalf of the applicant.

Having considered the Wyo. Stat. §12-4-104(b) statutory factors for this application, a motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen 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).

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

Licensing Agreements for AT&T Small Cell Locations. Lea Colasuonno made staff comment.

A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter 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. Mayor Muldoon called for the vote. The vote showed 4-1 in favor, with Stanford opposed. The motion carried.

Item P19-262, P20-069 & -070: Amendment to Final Development Plan for Pine Glades PUD. Tyler Valentine made staff comment. The Council held discussion. Public comment was given by John Tozzi, Noah Osnos, and Elizabeth Hale.

Item C: Trails. A motion was made by Arne Jorgenson and seconded by Hailey Morton Levinson 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 July 6, 2020, and the following conditions of approval:

1. By no later than July 15, 2021, all trails, signage and roadway trail delineations shall be installed and satisfactorily inspected. In addition, by no later than July 15, 2021, 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 July 15, 2021, 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 July 15, 2021.
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 July 15, 2021.

6. The applicant shall provide a bond in the amount of 125% of the cost of all trail construction, signage and landscaping by no later than November 1, 2020.
7. The pedestrian trail route for the vertical element of section 2 may be replaced with an alternative route that runs along the base of the retaining wall on the northern side of Pine Glades Drive and which alternate route connects the east end of Pine Drive to the intersection of Pine Glades Drive and Jessica Lane. If the Planning Department and the applicant determine that this alignment is not technically feasible or is not approved by the HOA the Planning Director may accept the trail vertical element as proposed. The public non-motorized access easement along with signage and trail delineation for this section of trail shall be completed and recorded no later than July 15, 2021.

Public comment was made by John Tozzi. Lea Colasuonno and Paul Anthony made staff comment. Mayor Muldoon called for the vote. The vote showed 4-1, with Stanford opposed. The motion carried.

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), a motion was made by Arne Jorgensen and seconded Hailey Morton Levinson 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 July 6, 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.

Tyler Valentine made staff comment. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item B (heating element). A motion was made by Jim Stanford to move Item B to a regular scheduled council meeting on July 20, 2020. There was no second to the motion.

Based upon the findings as presented in the staff report and made by the applicant for a Development Plan (Item P20-069), a motion was made by Arne Jorgensen and seconded by Hailey Morton Levinson 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 July 6, 2020 and the following condition of approval:

1. That maintenance of sand and gravel will meet or exceed the standards of the Town when the Town is removing the winter sand and gravel use.

Paul Anthony made staff comment. Mayor Muldoon called for the vote. The vote showed 4-1 with Stanford opposed. The motion carried.

Item P19-242: Conditional Use Permit for Snow King Gondola, Zip Line, and Snow Making Pump House. Public comment was made by Ann Marie Wells, Noah Osnos, Curtis Wong, Gary Shaw, Mark Jackowski, Patty and Frank Ewing, Shannon Owens, Brant Williams, Keith Sbiral, Edward Sanden, Branko Zagar, Bill Campbell, Michel Adler, Rachel Warren, Karen Smith, Howie Singer, Steve Singer, Heather Hansen, Greg Wright, Linda Wasserman, James Loudenslager, Georgie Stanley, Mike May, Geneva Chong, Anna Olson, Brooks Sausser, David Sollitt, Fredrick Reimers, Brian Krill, and Shane Rothman.

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to continue item P19-242 to either July 20, 2020 or a special meeting prior to July 20 as set by the Mayor and the Vice-Mayor. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P19-242 Snow King Lease Gondola Lease Agreement. A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to continue item P19-242 to either July 20, 2020 or a special meeting prior to July 20 as set by the Mayor and the Vice-Mayor. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P20-009 & 010: Development Plan and Hillside Conditional Use Permit for Bluffs Development at 984 Budge Drive. Tyler Valentine and Brian Lenz made staff comment. Public comment was given by Elizabeth Hale.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to continue item P20-009 & 010 to the July 20, 2020 evening meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P20-062: Development Plan at 505 E. Simpson Avenue. A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to continue item P20-062 to the July 20, 2020 evening meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Resolution 20-22: A Resolution Authorizing a SLIB Grant Application for Coronavirus Relief for Town of Jackson. A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to continue Resolution 20-22 to the July 20, 2020 evening meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Ordinances. A motion was made by Jonathan Schechter and seconded by Hailey Morton Levinson to continue ordinances T, U and V to the July 20, 2020 evening meeting. [*Ordinance T: An Ordinance Granting AT&T a Franchise. Ordinance U: An Ordinance Adding Community Development Director Duties to Jackson Land Development Regulations Section 4. Ordinance V: An Ordinance Adding Community Development Director Duties to Jackson Land Development Regulations Section 8.*] Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Town Manager’s Report. A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to accept the Town Manager’s Report into the record. The Town Manager’s Report contained an update on the Roadhouse Brewing patio request and staff tracking COVID-19 time. 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 meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 10:07 p.m. minutes:crp

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
328	842-NCBERS GROUP WYOMIN	842072020	PAYROLL DEDUCTIONS	06/13/2020	112.00	112.00	06/30/2020
Total 328:					112.00	112.00	
51	ACE HARDWARE	702562	generator battery distilled water	06/18/2020	2.99	.00	
51	ACE HARDWARE	702717	hand sanitizer stations paint and f	06/19/2020	10.08	.00	
51	ACE HARDWARE	703399	mouse foam	06/24/2020	59.94	.00	
51	ACE HARDWARE	703739	WWTP lab door keys	06/26/2020	10.47	.00	
51	ACE HARDWARE	704289	security system snow damage rep	07/01/2020	79.63	.00	
51	ACE HARDWARE	704384	security system snow damage rep	07/02/2020	9.80	.00	
51	ACE HARDWARE	704704	police keys for milo training	07/06/2020	6.98	.00	
51	ACE HARDWARE	704753	adandon main at Inn on the Creek	07/06/2020	37.45	.00	
51	ACE HARDWARE	704760	PD dishwasher repair	07/06/2020	9.99	.00	
51	ACE HARDWARE	705206	Spare keys for locks on message	07/10/2020	10.47	.00	
51	ACE HARDWARE	705851	cold patch for potholes	07/15/2020	1,611.00	.00	
Total 51:					1,848.80	.00	
3596	ADVANCED GLASS TRIM, LLC	20248	windshield for Larry's car	07/07/2020	450.00	.00	
3596	ADVANCED GLASS TRIM, LLC	20268	windshield for water dept	07/13/2020	260.00	.00	
Total 3596:					710.00	.00	
4730	ADVANCED PUMP & EQUIPME	10274	Lift station A pump installation	07/09/2020	2,800.00	.00	
Total 4730:					2,800.00	.00	
88	AIRGAS INTERMOUNTAIN INC.	9972096344	cylinder rental for welding	06/30/2020	112.43	.00	
Total 88:					112.43	.00	
2729	ALLDATA	2005536121	Annual maint for alldata sw for fle	04/17/2020	1,500.00	.00	
Total 2729:					1,500.00	.00	
5726	AMAZON	19G6-NHCD-K	This is a request for Jonathan Sch	05/14/2020	284.05	.00	
Total 5726:					284.05	.00	
383	ANTLER MOTEL, INC.	C183	april - gail miller	05/01/2020	1,200.00	.00	
Total 383:					1,200.00	.00	
6575	APEX SAGE INC	0624	invoice 1 for WWTP lab remodel d	06/24/2020	10,000.00	.00	
Total 6575:					10,000.00	.00	
6395	ARCHIVESOCIAL, INC.	10996	Annual maint for social media arc	07/01/2020	4,788.00	.00	
Total 6395:					4,788.00	.00	
1783	AT&T	05192020	May bill for account 28727979546	05/11/2020	251.88	.00	
1783	AT&T	05202020	Monthly bill for account 28727216	06/12/2020	43.23	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1783	AT&T	06162020	Monthly bill for account 28725916	06/08/2020	1,277.69	.00	
1783	AT&T	06192020	Monthly AT&T Firstnet (PD) com	06/11/2020	251.88	.00	
Total 1783:					1,824.68	.00	
5994	B-CYCLE LLC	2497838	May Connectivity and Licensing F	06/26/1930	319.92	.00	
Total 5994:					319.92	.00	
4920	BEST BEST & KRIEGER	880217	Wireless consultation	07/03/2020	5,438.50	.00	
Total 4920:					5,438.50	.00	
4774	BIG R RANCH & HOME	1451491	sewer supplies, general	07/07/2020	156.96	.00	
4774	BIG R RANCH & HOME	1452737	foam	07/13/2020	6.49	.00	
Total 4774:					163.45	.00	
3500	BISON LUMBER	2007-733279	6 inch lag screws	07/13/2020	49.94	.00	
Total 3500:					49.94	.00	
1560	BLUE SPRUCE CLEANERS,INC	070120	Uniform cleaning/alterations.	07/01/2020	101.50	.00	
Total 1560:					101.50	.00	
2850	BMV LLC	070720	shipping water samples	07/07/2020	59.19	.00	
2850	BMV LLC	0933	SHIPPING- ENGINEERING	07/08/2020	46.29	.00	
Total 2850:					105.48	.00	
5	CARQUEST AUTO PARTS INC.	6090-465649*	parts for road and levy truck	07/10/2020	128.27	.00	
5	CARQUEST AUTO PARTS INC.	6090-482335	brakes for sheriff	06/17/2020	49.53	.00	
5	CARQUEST AUTO PARTS INC.	6090-482415	2 qts oil for parking polaris vehicle	06/17/2020	14.78	.00	
Total 5:					192.58	.00	
102	CASELLE INC.	101901	June bill for Caselle	05/01/2020	1,800.00	.00	
102	CASELLE INC.	102483	Caselle July fee	06/01/2020	1,868.00	.00	
102	CASELLE INC.	103163	Monthly support and maint for Ca	07/01/2020	1,868.00	.00	
Total 102:					5,536.00	.00	
4707	CELLEBRITE USA	040320	JAN-JUNE	04/03/2020	1,850.00	.00	
4707	CELLEBRITE USA	INVUS215013	Annual maint for Cellebrite forensi	04/03/2020	1,850.00	.00	
Total 4707:					3,700.00	.00	
544	CENTURYLINK	060720	Monthly CenturyLink bill for accou	06/07/2020	1,917.67	.00	
544	CENTURYLINK	061320	Monthly bill for account 30773331	06/13/2020	38.46	.00	
544	CENTURYLINK	1492100821	Monthly phone bill for acct 759123	05/19/2020	553.36	.00	
544	CENTURYLINK	1493896919	June bill for acct. 75912352	06/19/2020	448.91	.00	
Total 544:					2,958.40	.00	
4984	CHAPA STRIPES OF IDAHO	1520	snow king cross walk	06/27/2020	14,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4984:					14,000.00	.00	
6001	CIVICPLUS	200060	Annual maintenance for CivicCler	07/12/2020	3,600.00	.00	
Total 6001:					3,600.00	.00	
50	CMI - TECO	46439	freight	12/30/2019	99.39	.00	
Total 50:					99.39	.00	
4887	CONTROL SYSTEM TECHNOLO	9621	SCADA server and system upgra	04/28/2020	10,000.00	.00	
4887	CONTROL SYSTEM TECHNOLO	9677	hook up and program for well 7	06/22/2020	2,067.50	.00	
4887	CONTROL SYSTEM TECHNOLO	9680	developed monthly flow reports fo	07/01/2020	2,500.00	.00	
4887	CONTROL SYSTEM TECHNOLO	9681	adjust flow meters and settings for	07/01/2020	2,635.00	.00	
4887	CONTROL SYSTEM TECHNOLO	9698	new drive and install well 7	07/07/2020	9,461.00	.00	
4887	CONTROL SYSTEM TECHNOLO	9699	repair communications and radio	07/07/2020	1,715.00	.00	
Total 4887:					28,378.50	.00	
6475	CONVERGEONE, INC	10196	May billing for TC Webex platform	05/19/2020	318.11	.00	
6475	CONVERGEONE, INC	10582	June/July Webex bill for TC	06/29/2020	318.00	.00	
6475	CONVERGEONE, INC	2601469	Monthly offsite data backup	05/29/2020	7,358.52	.00	
6475	CONVERGEONE, INC	2648519	June billing for offsite data backup	06/30/2020	7,174.60	.00	
Total 6475:					15,169.23	.00	
6689	DEERE & COMPANY	116867829	NEW JOHN DEER TRACTOR	04/29/2020	65,091.04	65,091.04	07/13/2020
Total 6689:					65,091.04	65,091.04	
708	DELTA DENTAL PLAN OF WYO	06162020	JULY PREMIUM	06/16/2020	587.60	587.60	07/07/2020
Total 708:					587.60	587.60	
3408	E.R. OFFICE EXPRESS	15781	office supplies	07/06/2020	74.50	.00	
3408	E.R. OFFICE EXPRESS	15781	office supplies	07/06/2020	74.50	.00	
3408	E.R. OFFICE EXPRESS	15781	office upplies	07/06/2020	74.50	.00	
Total 3408:					223.50	.00	
502	ELECTRICAL WHSLE SUPPLY C	S48951050.00	residential service tool	07/01/2020	246.45	.00	
Total 502:					246.45	.00	
1134	ENERGY LABORATORIES INC.	323171	wwtp weekly testing	06/26/2020	317.50	.00	
1134	ENERGY LABORATORIES INC.	324882	wwtp testing	07/06/2020	139.00	.00	
1134	ENERGY LABORATORIES INC.	325167	weekly WWTP testing	07/07/2020	317.50	.00	
Total 1134:					774.00	.00	
5131	ENOW, INC.	00000342	Annual maint for GALsync softwar	05/21/2020	843.33	.00	
5131	ENOW, INC.	00000342	Annual maint for GALsync softwar	05/21/2020	76.67	.00	
Total 5131:					920.00	.00	
4556	ENTERSECT	520EP31284	Annual maint for PD Entersect sof	05/31/2020	1,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4556:					1,000.00	.00	
81	EVANS CONSTRUCTION INC	062620	NOTE: This is an FY20 invoice/pa	06/26/2020	39,449.87	.00	
81	EVANS CONSTRUCTION INC	062620	NOTE: This is an FY20 invoice/pa	06/26/2020	61,366.84	.00	
81	EVANS CONSTRUCTION INC	062620	NOTE: This is an FY20 invoice/pa	06/26/2020	41,163.34	.00	
81	EVANS CONSTRUCTION INC	062620	NOTE: This is an FY20 invoice/pa	06/26/2020	61,412.96	.00	
81	EVANS CONSTRUCTION INC	206396	back fill for water leak on aspen dr	06/26/2020	243.57	.00	
Total 81:					203,636.58	.00	
3885	EVIDENT	159644A	JUMBO PAPER EVIDENCE	06/25/2020	103.00	.00	
3885	EVIDENT	159644B	SHORTED INVOICE	06/26/2020	.00	.00	
Total 3885:					103.00	.00	
3195	FERGUSON ENTERPRISES, IN	8224313	water closet repair	05/12/2020	43.68	.00	
3195	FERGUSON ENTERPRISES, IN	8224313	water closet repair	05/12/2020	6.74	.00	
Total 3195:					50.42	.00	
4294	FIRE SERVICES OF IDAHO	072004SS	HR fire alarm monitoring - yearly c	07/01/2020	360.00	.00	
4294	FIRE SERVICES OF IDAHO	072005SS	PG fire alarm monitoring - yearly c	07/01/2020	360.00	.00	
4294	FIRE SERVICES OF IDAHO	072006SS	PW alarm monitoring - yearly cost	07/01/2020	360.00	.00	
4294	FIRE SERVICES OF IDAHO	072007SS	SK fire alarm monitoring - yearly c	07/01/2020	360.00	.00	
4294	FIRE SERVICES OF IDAHO	072008SS	START fire alarm monitoring - yea	07/01/2020	360.00	.00	
4294	FIRE SERVICES OF IDAHO	072009SS	TH fire alarm monitoring - yearly c	07/01/2020	360.00	.00	
Total 4294:					2,160.00	.00	
668	FREEDOM MAILING SERVICE I	38522	billing process for 12 months	07/03/2020	932.92	.00	
668	FREEDOM MAILING SERVICE I	38522	Billing process for 12 months	07/03/2020	932.93	.00	
Total 668:					1,865.85	.00	
1022	GALLS INC.	015953183	CQC SEPRALOCKING HOLSTE	06/26/2020	59.50	.00	
Total 1022:					59.50	.00	
806	GARAMAN INC.	DL15423371	PROfessiona lflex unlimited july20	06/27/2020	64.95	.00	
Total 806:					64.95	.00	
6464	GEITTMANN LARSON SWIFT LL	10412	EPSTEIN LITIGATION	07/07/2020	1,365.00	.00	
Total 6464:					1,365.00	.00	
4212	GILLIG LLC	40711441	LH axle for bus 277	07/02/2020	368.87	.00	
4212	GILLIG LLC	40713204	throttle pedal ASM for bus 276	07/09/2020	293.78	.00	
Total 4212:					662.65	.00	
1165	GRAFIX SHOPPE INC.	134053	Vehicle wrap for 2020 Chevy Bolt	06/02/2020	500.88	.00	
Total 1165:					500.88	.00	
4988	HD FOWLER COMPANY	I5500702	600 FEET PF POLY	06/22/2020	114.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4988:					114.00	.00	
96	HIGH COUNTRY LINEN	0190796	uniforms	05/07/2020	60.44	.00	
96	HIGH COUNTRY LINEN	0190796	uniforms	05/07/2020	9.70	.00	
96	HIGH COUNTRY LINEN	0190796	uniforms	05/07/2020	26.67	.00	
96	HIGH COUNTRY LINEN	0190796	linens	05/07/2020	62.03	.00	
96	HIGH COUNTRY LINEN	0190796	uniforms	05/07/2020	31.04	.00	
96	HIGH COUNTRY LINEN	0190796	uniforms	05/07/2020	36.38	.00	
96	HIGH COUNTRY LINEN	0190796	uniforms	05/07/2020	20.37	.00	
96	HIGH COUNTRY LINEN	0191560	uniforms	05/14/2020	41.23	.00	
96	HIGH COUNTRY LINEN	0191560	linens	05/14/2020	3.20	.00	
96	HIGH COUNTRY LINEN	0191560	uniforms	05/14/2020	20.37	.00	
96	HIGH COUNTRY LINEN	0191560	uniforms	05/14/2020	32.98	.00	
96	HIGH COUNTRY LINEN	0191560	uniforms	05/14/2020	59.17	.00	
96	HIGH COUNTRY LINEN	0191560	uniforms	05/14/2020	23.76	.00	
96	HIGH COUNTRY LINEN	0191560	uniforms	05/14/2020	9.70	.00	
96	HIGH COUNTRY LINEN	0192501	UNIFORMS	05/21/2020	30.07	.00	
96	HIGH COUNTRY LINEN	0192501	UNIFORMS	05/21/2020	20.37	.00	
96	HIGH COUNTRY LINEN	0192501	UNIFORMS	05/21/2020	41.23	.00	
96	HIGH COUNTRY LINEN	0192501	mats	05/21/2020	3.20	.00	
96	HIGH COUNTRY LINEN	0192501	UNIFORMS	05/21/2020	9.70	.00	
96	HIGH COUNTRY LINEN	0192501	UNIFORMS	05/21/2020	48.80	.00	
96	HIGH COUNTRY LINEN	0192501	UNIFORMS	05/21/2020	21.82	.00	
96	HIGH COUNTRY LINEN	0193418	uniforms	05/28/2020	21.82	.00	
96	HIGH COUNTRY LINEN	0193418	uniforms	05/28/2020	9.70	.00	
96	HIGH COUNTRY LINEN	0193418	uniforms	05/28/2020	47.53	.00	
96	HIGH COUNTRY LINEN	0193418	uniforms	05/28/2020	37.83	.00	
96	HIGH COUNTRY LINEN	0193418	uniforms	05/28/2020	48.02	.00	
96	HIGH COUNTRY LINEN	0193418	uniforms	05/28/2020	20.37	.00	
96	HIGH COUNTRY LINEN	0193418	enviro surcharge	05/28/2020	3.00	.00	
96	HIGH COUNTRY LINEN	0194475	uniforms	06/04/2020	20.37	.00	
96	HIGH COUNTRY LINEN	0194475	uniforms	06/04/2020	31.04	.00	
96	HIGH COUNTRY LINEN	0194475	linens/mats	06/04/2020	61.83	.00	
96	HIGH COUNTRY LINEN	0194475	uniforms	06/04/2020	48.02	.00	
96	HIGH COUNTRY LINEN	0194475	uniforms	06/04/2020	91.12	.00	
96	HIGH COUNTRY LINEN	0194475	uniforms	06/04/2020	26.67	.00	
96	HIGH COUNTRY LINEN	0194475	uniforms	06/04/2020	9.70	.00	
96	HIGH COUNTRY LINEN	0197330	public restroom supplies	06/22/2020	7.50	.00	
96	HIGH COUNTRY LINEN	0198652	public restroom supplies	06/29/2020	25.31	.00	
96	HIGH COUNTRY LINEN	C0194257	credit for Ron and Dustin	06/02/2020	103.86-	.00	
96	HIGH COUNTRY LINEN	C0194257	credit for Ron and Dustin	06/02/2020	36.86-	.00	
96	HIGH COUNTRY LINEN	C0198222	credit	06/25/2020	308.61-	.00	
96	HIGH COUNTRY LINEN	C0199086	this is a CREDIT from High Count	06/30/2020	1,022.00-	.00	
96	HIGH COUNTRY LINEN	S0197125	public restroom supplies	06/19/2020	281.75	.00	
96	HIGH COUNTRY LINEN	S0198223	Blue Nitrile Gloves 100CT/Box	06/25/2020	30.86	.00	
96	HIGH COUNTRY LINEN	S0198434	public restroom supplies FY20	06/26/2020	373.00	.00	
96	HIGH COUNTRY LINEN	S0199085	public restroom supplies	06/30/2020	434.00	.00	
96	HIGH COUNTRY LINEN	S0201249	trash bags	07/10/2020	107.26	.00	
96	HIGH COUNTRY LINEN	S0201249	trash bags	07/10/2020	107.26	.00	
Total 96:					984.86	.00	
6455	HIRST APPLGATE, LLP	198462	Tastebuds Litigation	07/06/2020	2,242.70	.00	
Total 6455:					2,242.70	.00	
503	HUNT CONSTRUCTION INC	9164	dust abatement WWTP for FY20	06/09/2020	5,235.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 503:					5,235.00	.00	
4044	IDAHO FALLS PETERBILT	543720	latex gloves	07/06/2020	32.12	.00	
Total 4044:					32.12	.00	
3323	IDAHO TRAFFIC SAFETY, INC.	192584	CROSSWALK PAINTING AND R	06/29/2020	42,575.00	.00	
3323	IDAHO TRAFFIC SAFETY, INC.	192593	rivets for street signs	06/25/2020	250.00	.00	
3323	IDAHO TRAFFIC SAFETY, INC.	192610	beads	07/01/2020	800.00	.00	
Total 3323:					43,625.00	.00	
5098	JACKSON ANIMAL HOSPITAL	32086,32089,3	Cat Vet check, Rabies vaccinatio	05/01/2020	672.43	.00	
5098	JACKSON ANIMAL HOSPITAL	34536,33217,3	Spay, neuter, rabies, blood draw	07/10/2020	103.50	.00	
Total 5098:					775.93	.00	
131	JACKSON HOLE NEWS & GUID	313289	ad#380650	07/01/2020	83.50	.00	
131	JACKSON HOLE NEWS & GUID	313411	Recruitment Ad for Associate Engi	07/08/2020	376.20	.00	
131	JACKSON HOLE NEWS & GUID	313757	Emergency Ordinance 1255	07/15/2020	585.68	.00	
Total 131:					1,045.38	.00	
114	JACKSON LUMBER INC	00080035	JUNE RECYCLING DOWNTOWN	07/10/2020	1,375.00	.00	
114	JACKSON LUMBER INC	00566894-001	WWTP lab mouse remediation	06/16/2020	65.10	.00	
114	JACKSON LUMBER INC	00569927-001	WWTP lab remediation	06/24/2020	106.47	.00	
Total 114:					1,546.57	.00	
139	JORGENSEN ASSOCIATES, PC	44437B	cache creek tube - Storm	05/26/2020	9,999.31	9,999.31	07/13/2020
139	JORGENSEN ASSOCIATES, PC	44591	center street water materials testi	06/18/2020	3,751.90	.00	
139	JORGENSEN ASSOCIATES, PC	44591	cache creek tube storm	06/18/2020	15,419.93	.00	
Total 139:					29,171.14	9,999.31	
5473	KELLERSTRASS ENTERPRISES	D26606	fuel, 5001 gallons gas and 4601 di	06/30/2020	16,201.72	.00	
Total 5473:					16,201.72	.00	
4102	LACAL EQUIPMENT, INC	0325338-IN	For FY21. Broom badger convey	06/29/2020	1,308.41	.00	
Total 4102:					1,308.41	.00	
2149	LEXISNEXIS MATTHEW BENDE	1908823X	WY COURT RULES 2020	06/17/2020	190.10	.00	
Total 2149:					190.10	.00	
671	LINCOLN NATIONAL LIFE	107747 072020	JULY PREMIUM 107747	07/01/2020	5,821.78	5,821.78	07/07/2020
Total 671:					5,821.78	5,821.78	
2224	LOCAL GOV'T LIABILITY POOL	12966	AA20171067 Dacy Young	06/30/2020	1,000.00	.00	
Total 2224:					1,000.00	.00	
4380	LONG BUILDING TECHNOLOGI	DRVCE010937	Access door repair FY20	06/30/2020	2,099.23	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE010956	Upgrade Karns Meadow bldg automation system to Niagara N4	07/09/2020	7,990.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4380:					10,089.23	.00	
156	LOWER VALLEY ENERGY INC	20560 063020	NOTE: This is an FY20 invoice/pa	06/30/2020	8,498.76	.00	
156	LOWER VALLEY ENERGY INC	20591 063020	NOTE: This is an FY20 invoice/pa	06/30/2020	2,695.17	.00	
156	LOWER VALLEY ENERGY INC	20592 063020	electricity thaw wells	06/30/2020	66.71	.00	
156	LOWER VALLEY ENERGY INC	20592 063020	electricity	06/30/2020	15,972.07	.00	
156	LOWER VALLEY ENERGY INC	20592 063020	electricity	06/30/2020	2,186.62	.00	
156	LOWER VALLEY ENERGY INC	20593 063020	Lift station energy charges	06/30/2020	1,206.32	.00	
156	LOWER VALLEY ENERGY INC	20594 063020	92050 002-386	06/30/2020	2,466.98	.00	
156	LOWER VALLEY ENERGY INC	20595 92050 0	455 VINE STREET	06/30/2020	55.02	.00	
156	LOWER VALLEY ENERGY INC	20595 92050 0	930 simon lane	06/30/2020	94.99	.00	
156	LOWER VALLEY ENERGY INC	20595 92050 0	915 SIMON LANE	06/30/2020	83.15	.00	
156	LOWER VALLEY ENERGY INC	20595 92050 0	65 virginian lane	06/30/2020	39.79	.00	
156	LOWER VALLEY ENERGY INC	20595 92050 0	2022 wildflower	06/30/2020	123.57	.00	
156	LOWER VALLEY ENERGY INC	20595 92050 0	940 SIMON LANE	06/30/2020	72.07	.00	
156	LOWER VALLEY ENERGY INC	20595 92050 0	455 VINE STREET	06/30/2020	58.25	.00	
156	LOWER VALLEY ENERGY INC	20595 92050 0	455 VINE STREET	06/30/2020	53.24	.00	
156	LOWER VALLEY ENERGY INC	20595 92050 0	65 virginian lane	06/30/2020	61.47	.00	
156	LOWER VALLEY ENERGY INC	20595 92050 0	455 VINE STREET	06/30/2020	49.72	.00	
156	LOWER VALLEY ENERGY INC	92050010	ely springs rd fire pump	06/30/2020	4,554.37	.00	
156	LOWER VALLEY ENERGY INC	92050021 0630	150 E pearl	06/30/2020	1,236.94	.00	
156	LOWER VALLEY ENERGY INC	92050025	SK W New Shop	06/30/2020	362.68	.00	
156	LOWER VALLEY ENERGY INC	92050049 0630	IPS energy WWTP	06/30/2020	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050049 0630	WWTP main energy	06/30/2020	11,815.76	.00	
156	LOWER VALLEY ENERGY INC	92050049 0630	UV energy usage	06/30/2020	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050051 0630	well #5 energy	06/30/2020	2,619.72	.00	
156	LOWER VALLEY ENERGY INC	92050078 06 3	145 W HANSEN	06/30/2020	26.10	.00	
156	LOWER VALLEY ENERGY INC	92050078 06 3	145 W HANSEN	06/30/2020	26.10	.00	
156	LOWER VALLEY ENERGY INC	92050078 06 3	145 W HANSEN	06/30/2020	26.10	.00	
156	LOWER VALLEY ENERGY INC	92050078 06 3	145 W HANSEN	06/30/2020	26.10	.00	
156	LOWER VALLEY ENERGY INC	92050079 06 3	145 west hansen	06/30/2020	18.01	.00	
156	LOWER VALLEY ENERGY INC	92050079 06 3	145 west hansen	06/30/2020	18.02	.00	
156	LOWER VALLEY ENERGY INC	92050079 06 3	145 west hansen	06/30/2020	18.02	.00	
156	LOWER VALLEY ENERGY INC	92050079 06 3	145 west hansen	06/30/2020	18.02	.00	
156	LOWER VALLEY ENERGY INC	92050102 06 3	145 W HANSEN	06/30/2020	4.39	.00	
156	LOWER VALLEY ENERGY INC	92050102 06 3	145 W HANSEN	06/30/2020	4.38	.00	
156	LOWER VALLEY ENERGY INC	92050102 06 3	145 W HANSEN	06/30/2020	4.38	.00	
156	LOWER VALLEY ENERGY INC	92050102 06 3	145 W HANSEN	06/30/2020	4.38	.00	
156	LOWER VALLEY ENERGY INC	92050114 0630	home ranch energy	06/30/2020	148.10	.00	
156	LOWER VALLEY ENERGY INC	92050131 0630	E Deloney Restroom energy	07/15/2020	36.93	.00	
156	LOWER VALLEY ENERGY INC	92050357 0630	START Bus energy	06/30/2020	401.64	.00	
156	LOWER VALLEY ENERGY INC	92050388 0630	121 SHERWOOD CT BUILDINGS	06/30/2020	44.81	.00	
Total 156:					55,230.85	.00	
677	MACY'S SERVICES	31931	spring gulch SSO. FY20 expendit	03/31/2020	346.00	.00	
Total 677:					346.00	.00	
6695	MARLOWE, CHAD	071420	BAIL REFUND 20-02-0023	07/14/2020	700.00	.00	
Total 6695:					700.00	.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	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6401	MILLER, GAIL	063020	reimbursement for bus return to C	06/30/2020	45.79	.00	
Total 6401:					45.79	.00	
4623	MSC INDUSTRIAL SUPPLY CO	3874319001	misc supplies for bus shop	06/24/2020	131.47	.00	
4623	MSC INDUSTRIAL SUPPLY CO	3874350001	Misc supplies for light duty shop	06/24/2020	70.93	.00	
4623	MSC INDUSTRIAL SUPPLY CO	3874350004	Misc supplies for light duty shop	07/02/2020	62.65	.00	
Total 4623:					265.05	.00	
257	NAPA AUTO PARTS INC.	922146	wheel seal - rear	06/08/2020	43.90	.00	
257	NAPA AUTO PARTS INC.	927102	key FOB Batteries	07/01/2020	16.88	.00	
257	NAPA AUTO PARTS INC.	928765	air filters for inventory	07/09/2020	20.42	.00	
257	NAPA AUTO PARTS INC.	929063	oil filters for inventory	07/10/2020	10.86	.00	
257	NAPA AUTO PARTS INC.	929206	bolts for sweeper	07/10/2020	21.20	.00	
257	NAPA AUTO PARTS INC.	929207	bolts for sweeper	07/10/2020	50.88	.00	
Total 257:					164.14	.00	
187	NELSON ENGINEERING	52603	Bencor and Hillside platt for West	06/30/2020	400.00	.00	
Total 187:					400.00	.00	
513	ON SIGHT LAND SURVEYORS I	3842	survey staking	06/30/2020	1,968.04	.00	
513	ON SIGHT LAND SURVEYORS I	3843	survey staking and data updates	06/30/2020	819.26	.00	
Total 513:					2,787.30	.00	
1504	ONE CALL OF WYOMING	56216	One Call	07/09/2020	218.62	.00	
1504	ONE CALL OF WYOMING	56216	One Call	07/09/2020	218.63	.00	
Total 1504:					437.25	.00	
6696	OREE, JONAS	071420	BAIL REFUND 20-02-0023	07/14/2020	300.00	.00	
Total 6696:					300.00	.00	
4894	PLATT	OHO9007	SNOW KING LED FIXTURES INV	05/18/2020	6,494.13	6,494.13	07/07/2020
4894	PLATT	OHO9353	SNOW KING LED FIXTURES	05/14/2020	962.85	962.85	07/07/2020
4894	PLATT	OHO9454	SNOW JKING FIXTURES INV33	05/22/2020	6,194.05	6,194.05	07/07/2020
4894	PLATT	OJ19548	SNOW KING LED FIXTURES	05/18/2020	25,001.10	25,001.10	07/07/2020
4894	PLATT	OJ43964	SNOW KING LED FIXTURES	05/21/2020	8,407.80	8,407.80	07/07/2020
4894	PLATT	OKO7271	SNOW KING LED FIXTURES	05/29/2020	1,196.45	1,196.45	07/07/2020
4894	PLATT	OL83734	conduit schedule 40	06/24/2020	10.21	.00	
4894	PLATT	SC50768	late fee	06/25/2020	7.98	.00	
Total 4894:					48,274.57	48,256.38	
6483	PREMIER TRUCK- SALT LAKE C	775191420	speed kit for Bus 277	05/29/2020	191.71	.00	
6483	PREMIER TRUCK- SALT LAKE C	775200285	rubber gloves	06/30/2020	35.00	.00	
Total 6483:					226.71	.00	
6613	QUADIENT, INC DEPT 3689	070120	12 months of postage	07/01/2020	2,000.00	.00	
Total 6613:					2,000.00	.00	
1839	RAFTER J IMPROV/SERV DIST	4597	Quarterly Billing for 2020-2021.	07/01/2020	146.43	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1839:					146.43	.00	
5838	Rendezvous Insurance Inc.	070120	Idaho Liability Insurance	07/01/2020	121,571.10	.00	
Total 5838:					121,571.10	.00	
3501	RIEDEL, CYNTHIA	071020	REturn security deposit	07/10/2020	1,400.00	.00	
Total 3501:					1,400.00	.00	
5672	RINK-TEC INTERNATIONAL, IN	4303	ammonia plant service contract	07/02/2020	13,959.57	.00	
Total 5672:					13,959.57	.00	
5812	RUI INC. DBA VILLAGE GARDN	1319391	2022 wildflower court lawn and irri	06/30/2020	299.62	.00	
5812	RUI INC. DBA VILLAGE GARDN	1319392	mowing and sprinkler start up	06/30/2020	303.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	1319397	675 E. Hansen house irrigation m	06/30/2020	55.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	1319397	sprinkler start up an repairs	06/30/2020	200.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	1319397	145 W Hansen house lawn and irr	06/30/2020	303.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	1319466	145/155 Pearl lawn service	06/30/2020	174.50	.00	
5812	RUI INC. DBA VILLAGE GARDN	1319489	455 Vine St lawn service	06/30/2020	81.25	.00	
Total 5812:					1,416.37	.00	
4359	SHERWIN-WILLIAMS CO.	3568-1	snow king bike lane	06/26/2020	160.50	.00	
4359	SHERWIN-WILLIAMS CO.	3610-1	snow king bike lane	06/26/2020	185.48	.00	
4359	SHERWIN-WILLIAMS CO.	5003-6	snow king bike lane	06/12/2020	865.00	.00	
Total 4359:					1,210.98	.00	
4548	SILVER CREEK SUPPLY	S2167293.001	part for water line at Bickners	06/24/2020	14.16	.00	
4548	SILVER CREEK SUPPLY	S2167927.001	test ball plug	06/25/2020	42.34	.00	
Total 4548:					56.50	.00	
5632	SNAKE RIVER MEP COMPLETE,	4695	DC fast charger side gutter install	06/29/2020	1,158.00	.00	
Total 5632:					1,158.00	.00	
4699	SNAKE RIVER ROASTING	621579	2 bags of coffee	07/15/2020	102.45	.00	
Total 4699:					102.45	.00	
3961	SPECTRUM	002091806082	Monthly Spectrum dark fiber servi	06/08/2020	1,893.23	.00	
3961	SPECTRUM	030285205272	Monthly bill for public Internet serv	05/27/2020	360.46	.00	
Total 3961:					2,253.69	.00	
4850	SPRADLEY BARR MOTORS, IN	55857	2020 ford explorer	04/21/2020	27,433.00	.00	
Total 4850:					27,433.00	.00	
241	ST JOHN'S HOSPITAL	50000311	DUI Blood Draws.	06/12/2020	130.00	.00	
Total 241:					130.00	.00	
3989	STINKY PRINTS, INC	3425	downtown ped zone	06/30/2020	396.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3989	STINKY PRINTS, INC	3434	downtown ped zone	06/26/2020	264.00	.00	
	Total 3989:				660.00	.00	
245	SUBURBAN PROPANE	91250	dock sale	05/21/2020	15.20	.00	
	Total 245:				15.20	.00	
4990	Swagit Productions, LLC	15615	Monthly streaming meetings	06/30/2020	1,775.00	.00	
	Total 4990:				1,775.00	.00	
55	TETON COUNTY SHERIFF'S-JAI	567	June Inmate Charges	07/06/2020	936.00	.00	
	Total 55:				936.00	.00	
1355	TETON COUNTY TRANSFER ST	462228	TRASH	06/09/2020	15.00	.00	
	Total 1355:				15.00	.00	
342	TETON COUNTY WEED & PEST	07092020	Weed & Pest Apartment D, \$750	07/09/2020	5,250.00	.00	
	Total 342:				5,250.00	.00	
166	TETON COUNTY-FUND 19	06222020	REIMBURSE DOWNTOWN PAR	06/22/2020	2,330.80	.00	
	Total 166:				2,330.80	.00	
268	TETON MOTORS INC	6147351/1	repair vibration in WWTP truck	06/29/2020	128.00	.00	
	Total 268:				128.00	.00	
270	TETON RENTAL CENTER	79585	diamond concrete asphalt blade	07/01/2020	500.00	.00	
	Total 270:				500.00	.00	
5846	TETON TOOLS LLC	06252023968	update for vehicle scanner	06/25/2020	549.01	.00	
	Total 5846:				549.01	.00	
3162	TETON TRASH REMOVAL, INC.	20 JUL 997	12 months of trash removal for 14	07/01/2020	47.00	.00	
	Total 3162:				47.00	.00	
5135	THOMAS DRILLING, INC.	7243	New pump and motor, with new pi	06/29/2020	44,755.01	.00	
	Total 5135:				44,755.01	.00	
3955	THOMSON WEST	842562370	Westlaw	06/30/2020	446.93	.00	
3955	THOMSON WEST	842562370	Westlaw	06/30/2020	446.92	.00	
	Total 3955:				893.85	.00	
70	THYSSEN KRUPP ELEVATOR C	3005360602	july elevator service	07/01/2020	307.62	.00	
	Total 70:				307.62	.00	
777	UPPER CASE PRINTING INK	15997	Newsletter	06/30/2020	222.40	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 777:					222.40	.00	
3881	VALLEY OFFICE SYSTEMS	AR850417	Diagnostic troubleshooting service	05/29/2020	98.00	.00	
Total 3881:					98.00	.00	
1949	VERIZON WIRELESS	9855778782	Monthly Verizon bill	06/23/2020	5,541.55	.00	
1949	VERIZON WIRELESS	9857821340	June bill for acct 871451763-0000	06/02/2020	9,774.52	.00	
Total 1949:					15,316.07	.00	
6492	VFC CONTROLS	I039828-IN	repair and calibrate flow meters	06/29/2020	1,314.25	.00	
Total 6492:					1,314.25	.00	
517	WAM	16597	WAM FY21 Membership Dues	07/01/2020	12,315.45	.00	
Total 517:					12,315.45	.00	
4848	WAMCO LAB, INC.	14100	DMRQA for Wamco Labs FY20	06/10/2020	180.00	.00	
Total 4848:					180.00	.00	
563	WESTBANK SANITATION	3442805	12 months of trash pickup at 940	07/01/2020	49.33	.00	
Total 563:					49.33	.00	
2802	WESTWOOD CURTIS	06/24/20	retainage payment	06/24/2020	3,787.43	.00	
Total 2802:					3,787.43	.00	
472	WHITE GLOVE CLEANING, INC.	84B	CLEAN master bathroom 915 Sim	06/10/2020	48.50	.00	
Total 472:					48.50	.00	
1064	WYOMING DEPARTMENT OF H	I0011956	monthly water samples	07/01/2020	240.00	.00	
Total 1064:					240.00	.00	
2547	WYOMING FINANCIAL INSUAN	15844	ELIGIBILITY NOTICES	07/08/2020	36.00	.00	
Total 2547:					36.00	.00	
1764	WYOMING.COM INC	1941417	Monthly ci.jackson.wy.us domain	06/05/2020	5.00	.00	
1764	WYOMING.COM INC	1947017	Monthly domain hosting bill for ci.j	06/05/2020	5.00	.00	
Total 1764:					10.00	.00	
2842	YELLOW IRON EXCAVATION, L	47663	915 SIMON LANE	06/30/2020	32.00	.00	
2842	YELLOW IRON EXCAVATION, L	47773	455 VINE street	06/30/2020	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	47773	455 VINE street	06/30/2020	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	47773	455 VINE street	06/30/2020	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	47773	455 VINE street	06/30/2020	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	47911	155 EAST PEARL	06/30/2020	150.00	.00	
2842	YELLOW IRON EXCAVATION, L	47913	START June Dumpster pick up F	06/30/2020	160.00	.00	
2842	YELLOW IRON EXCAVATION, L	47914	PW June dumpster pick up FY20	06/30/2020	260.00	.00	
2842	YELLOW IRON EXCAVATION, L	47915	TH June Dumpster pick up FY20	06/30/2020	160.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2842:					832.00	.00	
618	ZYLAB INTERNATIONAL INC.	18000055	Annual ZyLAB maintenance	05/29/2020	5,394.25	.00	
Total 618:					5,394.25	.00	
Grand Totals:					884,451.13	130,609.11	

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
MUNICIPAL COURT
MONTHLY REPORT TO THE MAYOR AND THE TOWN COUNCIL
FOR THE MONTH OF JUNE, 2020**

During the month of June, the court received \$10,164 in fines, fees, bonds, and forfeitures.
208 new cases were docketed: 140 parking citations, 68 summons
29 cases were dismissed: 14 parking violations

The abbreviations used below are: BF=forfeiture, GP=pled guilty, NC= nolo contendere, G=found guilty at trial, NG=found not guilty at trial,
R=restitution, CS=community service, DP=deferred prosecution, D=dismissed, D-TS=dismissed for traffic school,
DA=deferred adjudication

CLOSED CASES

<u>NAME</u>	<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
Asur, Samuel	186000381AC	Speed Limits Generally 40/30	BF	50
Barkstrom, Ross L	01931M	Public intoxication	BF	110
Beristain, Alejandro O	00729M	Provide alcohol to person <21 (MUST APPEAR)	D-Per Town's Motion	0
Botur, Frederick V.	00791M	Turning left at intersection	D-TS	0
Boucher, Keaton Kenneth	186000643AC	Failure to maintain liability coverage- MUST APPEAR	D-Per Town's Motion	0
Bubb, Dylan J	06403M	Public intoxication	BF	110
Cole, Kelsey Jean	186000784AC	Stop Sign Violation	BF	125
Contreras Davila, Carlos I	186000646AC	Speeding 49/30	BF	150
Cruz Rodriguez, Araceli	186000295AC	Passing a school Bus	BF	425
Delong, Gregory D	98302N	Public intoxication	BF	110
Deyholos, Taylor Dale	186000384AC	Speed Limits Generally 43/30	BF	166
Fan, Xiaoyin	186000415AC	Speed Limits Generally 45/30	D-Per Town's Motion	0
Flores, Marco Antonio	186005212AA	Driving/Control of vehicle while intox	GP	750
Glas-cova, Jesus Arturo	186000383AC	No display of current registration	BF	125
Hagen, Hanna Grace	186000385AC	MPH over limit Bond 34/25	BF	118
Haight, Josepht T	94937J	Driving/Control of vehicle while intox	GP	750
Hernandez Perez, Marcos	00400M	Unlawful Contact or Touching- MUST APPEAR	DA-in accordance with W.S.S. 7-13-301	0
Judge, Andrew Stewart	03117L	Careless driving-MUST APPEAR	D-Per Town's Motion	0
Kresko, Anne E	68125X	Driver's license	BF	400
Leon Samleron, Nathaly Viviana	186000779AC	Following too Close	BF	75
Leslie, Brett	01887M	Failure to yield ROW	BF	75
Lynes, Eve F	00234M	Driving/Control of vehicle while intox	DA-in accordance with W.S.S. 7-13-301	0
Matthews, Linda K	01881M	Careless Driving	BF	225
Mcknite, Autumn M.	94331J	Driving/Control of vehicle while intox	DA-in accordance with W.S.S. 7-13-301	0
Mora Perez, Irving	186000571AB	Driving/Control of vehicle while intox	DA-in accordance with W.S.S. 7-13-301	0
Munoz, Cameron P.	98255N	Use of hand-held electronic device while driving	BF	65
Oztoprak, Mustafa	186000386AC	Speed Limits Generally 50/30	BF	215
Romero Garcia, Jeraldy	01882M	Stop Sign Violation	BF	125
Sagara, Kyle Christopher	186001093AB	Driving/Control of vehicle while intox	DA-in accordance with W.S.S. 7-13-301	0
Salgado, Cliff Jose	186000582AC	Limitations on Backing	BF	75
Stevens, Robert B	186000355AC	Limitations on Backing	BF	75
Tueller, Zachary Tann	186000137AC	MPH over limit Bond 46/25	D-TS	0
Turner, Robert Gerald	186000399AC	Limitations on Backing	BF	75
Tzompa-lopez, Micaela	01810M	Speed Limits Generally 40/30	BF	125



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Town Clerk

PRESENTER: Sandy Birdyshaw

MEETING DATE: July 20, 2020

SUBJECT: Malt Beverage Permit Request – 4-H Livestock Sale during Teton County Fair

STATEMENT/PURPOSE

The Town Council, as the local liquor licensing authority, approves the issuance of all malt beverage permits.

BACKGROUND/ALTERNATIVES

The Teton County Fair and 4-H submitted an application for a malt beverage permit during the 4-H Livestock Sale held at the Teton County Fair Grounds on Friday, July 24, 2020.

Section 12-4-502(a) of Wyoming Statutes provides for the issuance of temporary liquor permits:

A malt beverage permit authorizing the sale of malt beverages only may be issued by the appropriate licensing authority to any responsible person or organization for sales at a picnic, bazaar, fair, rodeo, special holiday or similar public gathering. No person or organization holding the special permit shall sell any alcoholic liquor other than malt beverages on the premises described on the permit, nor shall any malt beverage be sold or consumed off the premises authorized by the permit.

In March 2020, the Town Council adopted a requirement that malt beverage permit applicants will have alcohol server training.

6.50.020 Malt Beverage Permits. Applicants for Malt Beverage Permits will have successfully completed an alcohol server education course approved by the Wyoming Liquor Division or the Jackson Police Department. Proof of current Alcohol Server Training Certification will be required as part of the malt beverage permit application.

This application has been reviewed by the Chief of Police and Town Clerk.

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 regulating alcohol and malt beverages, 4-H as the malt beverage permittee and patrons who attend the livestock sale.

FISCAL IMPACT

A malt beverage permit fee of \$50.00 will be deposited to the general fund.

STAFF IMPACT

Staff impact includes reviewing the application, communicating with applicant, and obtaining information to provide in the staff report, presenting to Council, and if approved, printing permits and issuing them.

LEGAL REVIEW

N/A

ATTACHMENTS

Malt Beverage Permit Application

RECOMMENDATION

Staff recommends approval of the requested malt beverage permit, subject to the following conditions and restrictions:

1. The applicant shall take all measures necessary to comply with all applicable alcohol dispensing laws and regulations, including the prevention of sales to minors and the prohibition of consumption off the authorized premises.
2. Every malt beverage sale will include an age verification by checking IDs.
3. Malt beverages may only be sold in plastic cups or mugs previously approved by the Town of Jackson Police Department.
 - a. No more than 16 oz. of malt beverages may be sold in the cup or mug.
 - b. Malt beverages shall not be served in a glass container.
4. The Permit Holder shall prevent overserving:
 - a. No selling/serving malt beverages to obviously intoxicated people.
 - b. No more than 2 malt beverages may be sold to any person in a transaction.
5. Participants shall not be permitted to leave the Rodeo Arena with open alcohol containers.
6. Malt beverage sales will cease at the conclusion of the event or 9:00 P.M., whichever occurs first.
7. Permit holder shall be responsible to be alert and report any instances of underage drinking to the Jackson Police by calling 733-2331. *This is a non-emergency number.*

SUGGESTED MOTION

I move to approve a malt beverage permit as presented, subject to the conditions and restrictions listed in the staff report.



24-HOUR ALCOHOL BEVERAGE PERMIT APPLICATION

Application for authorization to sell or serve alcoholic beverages at an event, under the temporary permit-type selected below.

Fee \$ _____
Date Pd: _____

APPLICANT.

Name of Person Requesting Permit: <i>RACHEL GUMMES</i>	Organization: <i>TETON COUNTY FAIR</i>	Phone: <i>(307) 733-5289</i>
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EVENT INFORMATION. Complete the following information about the event.

Name of Event: <i>TETON COUNTY FAIR</i>	Purpose: <i>4-H LIVESTOCK SALE</i>
Held at: <i>TETON CTY. FAIRGROUNDS</i>	List the Date(s) and Hours that Alcohol will be Available: <i>FRIDAY JULY 24TH, 2020</i>
Address: <i>305 W. SNOW KING AVE</i>	<i>5:00 - 9:00PM</i>
Anticipated number of attendees at any given time: <i>1000</i>	

SELECT THE TYPE OF 24-HOUR PERMIT. Refer to Application Packet for details about each permit type.

☐ CATERING PERMIT - allow 3 days for processing \$20.00 per day For the sale or serving of alcoholic product which was purchased from the retail or resort liquor license holder who authorized this permit application.	This permit must be agreed to and authorized by a current retail or resort liquor license holder. Name of Retail or Resort Liquor License Holder: _____ Authorized Signature: _____ Print Name: _____
☒ MALT BEVERAGE PERMIT - allow 21 days for processing \$50.00 per day For the sale or serving of only malt beverages.	Applicant must submit proof of current alcohol server education training with this application.
☐ MALT BEVERAGE PERMIT FOR A MICROBREWERY - allow 21 days for processing \$50.00 per day For the sale or serving of only the microbrewery's own brewed malt beverage product away from their licensed premises.	Permitted Microbrewery Only Applicant must submit proof of current alcohol server education training with this application. Authorized Signature: _____ Print Name: _____
☐ MANUFACTURER'S OFF-PREMISES PERMIT - allow 21 days for processing \$50.00 per day For the sale or serving of only the manufacturer's own Wyoming manufactured product away from their licensed premises.	Licensed Manufacturer Only Authorized Signature: _____ Print Name: _____

All permit holders are responsible for abiding by all applicable alcohol dispensing regulations. These regulations include, but are not limited to:

- Confirm age of participants by checking identification; ensure minors are not served alcohol.
- Complimentary alcohol is not available for self-service.
- Control pouring to curb overserving individuals.
- Prohibit participants from leaving the permitted location with alcohol.
- Non-alcoholic beverage options are encouraged.

By filing this application, I agree to comply with State and Local Liquor Regulations regarding the sale and service of alcoholic beverages.

Rachel Gumes
Applicant's signature

7/10/2020
Date



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.

Sandy Birdyshaw
Town of Jackson
Town Clerk
P.O. Box 1687
Jackson, WY 83001

July 10th, 2020

Dear Sandy,

Please find the Teton County Fair Board's Malt Beverage Permit application for the Buyer's Reception for the 4-H Livestock Auction on Friday July 24th at 5:00PM in the Rodeo Arena.

Due to the COVID 19 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.

As in past years, the Fair Board will commit to the following requirements:

- Take all measures necessary to comply with all applicable alcohol dispensing laws and regulations, including the prevention of sales to minors and the prohibition of consumption off of the authorized premises.
- Servers shall have TIPs training and shall not overserve individuals or obviously intoxicated individuals.
- Beer may only be sold in plastic cups or mugs previously approved by the Town of Jackson Police Department.
 - No more than 16 oz. of beer may be sold in a cup or mug.
 - Beer shall not be served in a glass container.
- Every malt beverage sale shall include an age verification by checking IDs.



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.

- The permit holder shall prevent overserving:
 - No selling/serving of malt beverages to obviously intoxicated people.
 - No more than two beers shall be sold to any person at any time.
- Participants shall not be permitted to leave the Rodeo Arena with open containers.
- Beer sales shall cease when the livestock sale ends by 9:00PM.
- Permit holder shall be responsible to be alert and report any instances of underage drinking to the Jackson Police by calling 733-2331.

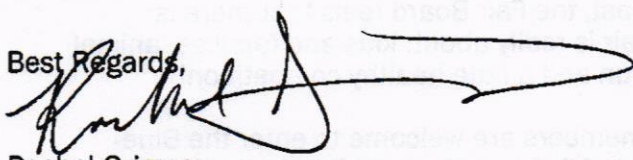
No wine
Beer only

With regard to following current COVID 19 health orders, all servers will wear masks and gloves. Glasses of wine and cups of beer will be pre-poured and set on a table for pickup by the consumer. Used cups will not be refilled.

If you have any questions or need further information on what is being planned, please don't hesitate to give me a call!

Rachel
7/15
2:27pm

Best Regards,


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



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Pathways

PRESENTER: Brian Schilling

MEETING DATE: July 20, 2020

SUBJECT: Civil Design Contract for Scott Lane-Maple Way Bicycle/Pedestrian/ADA Improvements

STATEMENT/PURPOSE

Consideration of a civil design contract with Nelson Engineering for the Scott Lane/Maple Way Bike/Ped/ADA Improvement project.

BACKGROUND/ALTERNATIVES

The Town of Jackson was awarded a WYDOT Transportation Alternatives Program (TAP) grant last year for planning and design of ADA/pedestrian/bike improvements on Scott Lane and Maple Way between Snow King Ave. and Elk Run Lane. Per the grant agreement, the Town must complete planning and design (with full construction plans and project manual) by December 31, 2022.

Following WYDOT and federal requirements for qualifications-based consultant selection processes, a consultant selection committee of four Town staff members selected Nelson Engineering from a short list of five possible consultant candidates. Staff then negotiated a proposal and contract with Nelson Engineering to perform the required scope of services for the project, which will include:

1. Study and Report Phase
 - a. Site survey
 - b. Identify of two conceptual options
2. Preliminary Design Phase
 - a. Develop one design option to preliminary design stage (approximately 50% design), including opinion of probable construction cost.
3. Final Design Phase
 - a. Prepare final drawings and specifications for eventual construction.

Staff, stakeholders, and Council will have the opportunity to review the proposed improvements at the end of each phase before proceeding to the next phase.

The contract price is structured with a Not-To-Exceed cap, but costs will be billed based on time and materials according to the hourly rates and reimbursement schedule in the contract.

STAKEHOLDER ANALYSIS

In addition to the general public and residents in the project area, stakeholders in the planning and design for this corridor include START Bus, Fire/EMS/Police, and other users of the Snow King/Scott/Maple Way corridor such as the School District. Cyclists, pedestrians, and ADA advocates will be consulted. Additional internal stakeholders are the Planning Department and the Public Works Department, specifically Engineering and the Streets team. The consultant selection team included members from Town Planning, Town Engineering, and START Bus.

FISCAL IMPACT

The available project budget is \$100,000 for FY21. This includes an \$80,000 TAP grant from WYDOT with \$20,000 match from the Town of Jackson. The contract price is \$98,919.25.

STAFF IMPACT

Pathways and Public Works staff would be the most involved in the project. Pathways staff will lead the overall project and be responsible for consultant management and other administration. Depending on the complexity of the design and planning, this is likely to require 80-120 hours of Pathways staff time over the next year. Public Works and Planning staff will participate in plan review and overall project coordination, with an estimated 15-30 hours required of each department. Additionally, START, Streets, and Fire/EMS and Police personnel would be involved in planning and design review at a lesser time commitment, likely in the range of 10 hours. Legal review and support are likely to be needed for multiple portions of the process.

LEGAL REVIEW

The Town Attorney has reviewed the contract.

ATTACHMENTS

1. Agreement for Engineering Services with Nelson Engineering

RECOMMENDATION

Staff recommends approving the contract as proposed and authorizing staff to direct Nelson Engineering to proceed pending final authorization from WYDOT.

SUGGESTED MOTION

I move to approve the contract with Nelson Engineering for the Scott Lane-Maple Way Bike/Pedestrian/ADA Improvements project in an amount not to exceed \$98,919.25.

**AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES
FOR
SCOTT LANE MAPLE WAY BIKE/PEDESTRIAN/ADA IMPROVEMENTS**

Prepared by
Nelson Engineering
And
Town of Jackson



1.0 LICENSE AGREEMENT

This document is subject to the terms and conditions of the **License Agreement, 2020 EJCDC® Engineering Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at www.ejcdc.org and the websites of EJCDC's sponsoring organizations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TABLE OF CONTENTS

	Page
Article 1— Services Of Engineer	1
1.01 Scope	1
Article 2— Owner’s Responsibilities	1
2.01 Project Information	1
2.02 Owner’s Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents	2
2.03 Owner-Furnished Services	3
2.04 Owner’s General Responsibilities	4
2.05 Payment	5
Article 3— Schedule For Rendering Services	5
3.01 Commencement	5
3.02 Time for Completion	6
Article 4— Invoices And Payments	6
4.01 Invoices	6
4.02 Payments	6
Article 5— Opinions Of Cost	7
5.01 Opinions of Probable Construction Cost	7
5.02 Opinions of Total Project Costs	7
Article 6— General Considerations	7
6.01 Standards of Performance	7
6.02 Ownership and Use of Documents	9
6.03 Electronic Transmittals	100
6.04 Insurance	11
6.05 Suspension and Termination	12
6.06 Successors, Assigns, and Beneficiaries	14
6.07 Dispute Resolution	14
6.08 Controlling Law; Venue	14
6.09 Environmental Condition of Site	15
6.10 Indemnification and Mutual Waiver	166
6.11 Records Retention	17
6.12 Miscellaneous Provisions	17
Article 7— Definitions	17
7.01 Defined Terms	17
Article 8— Exhibits And Special Provisions	23
8.01 Exhibits to Agreement	23
8.02 Total Agreement	22
8.03 Designated Representatives	23
8.04 Engineer’s Certifications	23
8.05 Conflict of Interest	23

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between Town of Jackson (Owner) and Nelson Engineering (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified **Scott Lane Maple Way Bike/Pedestrian/ADA Improvements (Project)**. Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as investigate the existing conditions; review goals with Owner; develop preliminary design alternatives for Owner consideration and Stakeholder input; prepare construction drawings and specifications for the improvements selected by Owner. Bidding and Construction Phase services may be added to Engineer's Services under a change order to this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and
 - 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Surveys, topographic mapping, and utility documentation.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
 - E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
 - F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 - G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
 1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;

2. insurance and bonding requirements;
 3. protocols for electronic transmittals during bidding and construction;
 4. Owner's safety and security programs applicable to Contractor and other Constructors;
 5. diversity and other social responsibility requirements;
 6. bidding and contract requirements of funding, financing, or regulatory entities;
 7. other specific conditions applicable to the procurement of construction or contract documents;
 8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.

- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
 - 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 - 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
 1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
 3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
 4. Perform or provide the following:
 - a. None.

2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.
- B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service		Not To Exceed Amount ("NTE")	Basis of Compensation
1.	Basic Services (Article 1 of Exhibit A)	\$98,919.25	Standard Hourly Rates
2.	Additional Services (Article 2 of Exhibit A)		Standard Hourly Rates

Based on a **12-month** continuous services period.

1. Compensation items and totals based in whole or in part on Hourly Rates, Direct Labor, or Percentage of Construction Cost are estimates only.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 60 days of receipt.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 60 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.5% per month from said sixtieth day, and
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. **Standard of Care:** The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. **Technical Accuracy:** Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. **Engineer's Subcontractors and Subconsultants:** Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. **Reliance on Others:** Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. **Compliance with Laws and Regulations, and Policies and Procedures**
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in

Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and

Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer, subject to the following provisions:
 - 1. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents and subject to the express exclusions that follow, Engineer and any Subconsultants will grant to Owner the ownership of the Documents, including all associated copyrights and the right of reuse.
 - 2. When requested by Owner, Engineer will perform any clerical or administrative acts reasonably necessary to confirm or record the transfer of Engineer's interests in the Documents to the Owner, and Owner will reimburse the Engineer for its costs to comply with the transfer request.
 - 3. Engineer shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in any design elements (including but not limited to standard details, drawings, plans, specifications, methodologies, and engineering computations) used in the Documents, but developed by Engineer or its Subconsultants previous to or independent of this Agreement ("Previously/Independently Created Works"). Engineer shall provide appropriate verification of such previous or independent development upon Owner's request.
 - 4. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, Engineer will issue to Owner a royalty-free, nonexclusive and irrevocable license to use such Previously/Independently Created Works on the Project or on any extension of the Project.
 - 5. Owner acknowledges that the Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer.
 - 6. Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants.
 - 7. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or

modification of the Documents without written verification, completion, or adaptation by Engineer.

8. Such limited license to Owner shall not create any rights in third parties.
 9. Nothing herein limits the Engineer's right of use or reuse of Previously/Independently Created Works or any of Engineer's non-Document work product.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
 - C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Engineer shall bear the costs of defending against, settling, or paying such claims.
 - D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer

hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.

- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 - 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will

have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

- 1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
- 2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

- 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof;

provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
 - 1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
 - 2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
 - 3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:
 - a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.
 - b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the Courts of the State of Wyoming and the Federal Courts of the United States located in the State of Wyoming shall have sole and exclusive

jurisdiction over any dispute, claim, or controversy which may arise involving this Agreement or its subject matter. The parties irrevocably submit and consent to such jurisdiction and waive any right they may have to seek a change of jurisdiction or venue.

6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 - 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 - 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
 - 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:

1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. As set forth in Exhibit I Article 1.
- B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages

include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.
- F. Governmental Immunity: Owner 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 occurring as a result of this Agreement.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.

3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. **Construction Cost**—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. **Contractor**—The entity or individual with which Owner enters into a Construction Contract.
17. **Documents**—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. **Drawings**—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. **Effective Date**—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. **Electronic Document**—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. **Electronic Means**—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. **Engineer**—The individual or entity named as such in this Agreement.

23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

34. **Specifications**—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. **Subconsultant**—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. **Subcontractor**—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
37. **Submittal**—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
38. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
39. **Supplier**—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. **Total Project Costs**—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. **Underground Facilities**—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other

such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Deliverables Schedule.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Reserved. – NOT USED
- E. Reserved. – NOT USED
- F. Exhibit F, Electronic Documents Protocol (EDP).
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.
- K. Exhibit K, Federal General Provisions

8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or

canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 - 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 - 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is _____.

Owner:

Town of Jackson

(name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Pete Muldoon

(typed or printed)

Title: Mayor

(typed or printed)

Attest:

(individual's signature)

Title: Sandra P. Birdyshaw, Town Clerk

(typed or printed)

Address for giving notices:

Designated Representative:

Name: Brian Schilling

(typed or printed)

Title: Pathways Coordinator

(typed or printed)

Address:

Town of Jackson

PO Box 1687

Jackson, WY 83001

Phone: 307-732-8573

Email: bschilling@tetoncountywy.gov

Engineer:

Nelson Engineering

(name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: David Dufault

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

PO Box 1599

Jackson, WY 83001

Designated Representative:

Name: David Dufault

(typed or printed)

Title: President

(typed or printed)

Address:

PO Box 1599

Jackson, WY 83001

Phone: 307-733-2087

Email: ddufault@nelsonengineering.net

EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TABLE OF CONTENTS

EXHIBIT A—ENGINEER’S SERVICES

EXHIBIT B—DELIVERABLES SCHEDULE

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT
REPRESENTATIVE - NOT USED

EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK - NOT USED

EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

EXHIBIT G—INSURANCE

EXHIBIT H—DISPUTE RESOLUTION

EXHIBIT I—LIMITATIONS OF LIABILITY

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES

COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

EXHIBIT K - FEDERAL GENERAL PROVISIONS - any discrepancies with this Exhibit and any other provisions
of the Agreement or Exhibits shall be rectified in favor of Exhibit K.

Exhibit L - Town of Jackson FY2020 TAP Project, Scott Lane/Maple Way Bike/Ped/ADA Improvements

Exhibit A Table of Contents

Article 1— BASIC SERVICES	2
1.01 Management of Engineering Services	2
1.02 Study and Report Phase	3
1.03 Preliminary Design Phase.....	5
1.04 Final Design Phase.....	8
1.05 Bidding/Proposal Phase	12
1.06 Construction Phase	12
1.07 Post-Construction Phase	12
Article 2— ADDITIONAL SERVICES	12
2.01 Additional Services Not Requiring Owner’s Written Authorization	12
2.02 Additional Services Requiring Owner’s Written Authorization	13

Article 1 of the Agreement, Services of Engineer, is supplemented to include the following provisions:

Baseline Information: Owner has furnished the following Project information to Engineer as of the Effective Date. Engineer’s scope of services has been developed based on this information. As the Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Title: Scott Lane Maple Way Bike/Ped/ADA Improvements

Type and Size of Facility: Town Streets with two-way, single lanes of vehicular traffic and adjacent bike lanes and sidewalks.

Description of Improvements and Purpose and Need: Refer to Town of Jackson FY2020 TAP Project Description attached as Exhibit L. Purpose and needs of the project include upgrading existing pedestrian infrastructure to meet ADA accessibility guidelines, and to provide clearly delineated and functional bicycle travel and turning lanes that are better protected from vehicular traffic while also continuing to meet design vehicle needs.

Expected Construction Start: to be determined

Prior Studies, Reports, Plans: Refer to Town of Jackson FY2020 TAP Project Description attached as Exhibit L.

Facility Location(s): The project facility is a portion of Snow King Avenue, a portion of Scott Lane, and a portion of Maple Way, all situated between Elk Run Lane on the west and Stacy Lane on the east.

Current Project Budget: \$100,000 (Tap Funding for Design); Construction Budget TBD

Funding Sources: TAP Grant from WYDOT

Known Design Standards: AASHTO Guide for Development of Bicycle Facilities, NACTO Urban Bikeway Design Guide (and updates as available)

Known Project Limitations: Right-of-way constraints and utility conflicts

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

- A. All phases of Engineer's services will include management of Engineer's Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
 - 1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:
 - a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B.
 - b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.
 - c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; and other pertinent Project events.
 - 2. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.
 - 3. Prepare for and participate in meetings with consultants and contractors working on other parts of the Project that may affect, or be affected by, Engineer's services or resulting construction.
 - 4. Prepare and submit monthly engineering services progress reports to the Owner. Include summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.
 - 5. Conduct ongoing management tasks, including:
 - a. Maintaining communications records and files pertaining to or arising from Engineer's services;
 - b. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and
 - c. Preparing agendas prior to and minutes following all Engineer-led meetings.

- B. In all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Engineer's CAD standards and Town of Jackson Standards using Autodesk Civil 3D software.
- C. The source documents for the draft and final Specifications in all phases of Engineer's services will be Engineer's standard specifications, Wyoming Public Works Standard Specifications and Town of Jackson Standards unless otherwise mutually agreed upon by the parties.

1.02 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of the Owner-identified potential solutions listed here:
 - 1) Existing Right-of-Way solution: This potential solution will study and evaluate improvements that strive to meet project purpose and needs while limiting improvements to only the present right-of-way.
 - 2) Expanded Right-of-Way solution: This potential solution will study and evaluate improvements that strive to meet project purpose and need within the present right-of-way but can also, where necessary, consider improvements that exceed the present right-of-way in order to potentially better fulfill the project purpose and needs.
2. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
3. Visit the Site to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
4. Survey and provide a site plan in Auto-Cad Dwg and in PDF format showing property boundaries/ Right-of-way lines along Maple Way and Scott Lane within the project area. On site improvements – including all hardscapes, private driveways, roads, cross slopes, sidewalks, curbs, ADA ramps, fences, visible above ground utilities, significant trees with in right-of-way, and sufficient topography to create 1-foot contour intervals and pertinent spot elevations for the entire project corridor. Surveying to include searching for and locating of all existing monumentation within project area, with the intent of re-monumentation (if needed) once construction is completed.
 - a. Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.

5. Assess initially available Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.
6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related information and data, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
7. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Project provided to the Engineer or being concurrently prepared for Owner by others.
9. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Project design, or in preparation for Contractor selection and construction.
10. Utilities, including Underground Facilities
 - a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.
 - b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Project construction and additional utility facilities or extensions that will be needed to serve the Project.
 - c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.
 - d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Project (including any additional utility facilities or extensions needed to serve the Project) on existing utilities.
11. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s).
 - a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.

- b. Engineer will meet with Owner to discuss the draft Report and receive Owner's comments.
- 12. Perform or provide the following other Study and Report Phase tasks or deliverables:
 - a. Attend a meeting with Owner and Owner-identified Stakeholders to review potential solutions. Keep notes of the meeting and furnish notes to Owner.
 - b. Attend a meeting with the Town Council to assist Owner's representative in presenting the potential solutions.
- 13. Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.
- 14. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables.

1.03 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from the selected solution, specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.
- B. Upon written authorization from Owner, Engineer shall:
 - 1. Review and assess all available Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.
 - 2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.
 - 3. Prepare a Preliminary Design Phase Report.
 - 4. The Preliminary Design Phase Report will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Project. The Preliminary Design Phase Report will consider the following matters to the extent applicable to the Project and as necessary to establish the basis of design for proceeding to final design and construction:

- a. The Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements as established in the Study and Report Phase and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Project Goals").
 - b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Project Goals.
 - c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern that may be affected by the Project.
 - d. The time schedule for completion of the Project in accordance with Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.
 - e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.
 - f. Revised opinions of probable Construction Cost.
 - g. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.
 - h. The effect of permits and authorizations by other entities and utility coordination needs on the Project.
 - i. Other matters and information pertinent to addressing the Project Goals.
5. Visit the Site as needed to prepare the Preliminary Design Phase Report.
6. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.
7. Above-Ground Utilities
- a. Review above-ground utilities information obtained from Owner, from survey, and from observations at the Site.
 - b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.
 - c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.
8. Underground Facilities
- a. Review Underground Facilities data furnished by Owner or otherwise known to exist at the site. Assist Owner in reducing and managing risks associated with Underground Facilities which may be affected by the work. It is assumed and

understood that given the nature of the project, Underground Facilities are not anticipated to be a significant factor affecting design and it is assumed that Underground Facilities, other than potentially storm drains, will not be impacted by the solutions proposed.

9. Mitigation of Utilities Conflicts

- a. Identify potential conflicts between the Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.
- b. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation and resolution of above-ground and underground utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.
 - 1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer, if necessary, will also implement any non-design resolution of Underground Facilities conflicts, and undertake resolution of above-ground utilities conflicts.

10. Surveys, Topographic Mapping, and Utility Documentation

- a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes.
11. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.
12. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A.
13. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.
- a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other than the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to include in drafts of the Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.

- b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.
- 14. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer's findings and recommendations for advancing the Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.
 - a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 - b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.
- 15. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - a. Attend a meeting with Owner and Owner-identified Stakeholders to review the Preliminary Design Phase Report. Take notes of the meeting and provide to Owner.
 - b. Attend a meeting with the Town Council with the Owner's Representative and assist in presenting the Preliminary Design Phase Report.
- 16. Furnish the Preliminary Design Phase Report, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.
- 17. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
- C. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Report (as revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

1.04 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase Report and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.

1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.
 2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.
 3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.
- B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:
1. First Final Design Phase draft of all Drawings and Specifications.
 2. Second Final Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.
 3. Final Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.
- C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Project documents.
- D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:

1. Such documents will be based on the 2018 EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.
 2. When Engineer is required to use other than the 2018 EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Project.
 3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.
- E. During the Final Design Phase, the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:
1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.
 2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.
- F. Engineer shall perform or furnish the following other Final Design Phase services:
1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 2. Assist with or prepare applications for permits and approvals, as follows:
 - a. Update comprehensive permit document created in Preliminary Design Phase for Final Design detail.
 - b. Prepare the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Project:
 - 1) WYDOT plan review
 - c. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.
 - d. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.
 - e. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building

permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.

- f. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Project and receive the agency's comments on the application.
 - g. Engineer does not guarantee issuance of any required permit or approval.
 - h. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.
 - 3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.
 - 4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website.
 - 5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 - 6. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:
 - a. First draft design review meeting at Owner's office.
 - b. Second draft design review meeting at Owner's office.
 - c. Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.
- G. Engineer shall complete the Final Design Phase as follows:
- 1. Pursuant to the requirements of the Deliverables Schedule in Exhibit B, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.
 - 2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
 - 3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications;

assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

- 1.05 Bidding/Proposal Phase – Not Included at this time.
- 1.06 Construction Phase – Not Included at this Time
- 1.07 Post-Construction Phase – Not Included at this Time

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner’s Written Authorization

- A. Engineer shall advise Owner, in advance of commencement, that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
 - 1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
 - 2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
 - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or equal” items;
 - b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project;
 - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
 - d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
 - 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 - 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Implement coordination of Engineer's services with other parts of the Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.
6. Implement the specific parts of Underground Facilities tasks that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
11. To the extent the Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
 1. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.
 2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
 3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance

in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

4. Services to make measured drawings of existing conditions or facilities other than as noted in Article 1.1.02.5, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
5. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.
7. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
9. Undertaking investigations and studies including, but not limited to:
 - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - d. preparation of appraisals;
 - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - g. audits or inventories required in connection with construction performed or furnished by Owner.
10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

Exhibit A—Engineer's Services.

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12. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Project or implementing other Electronic Documents protocols among Project participants.
19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.
20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
21. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

Exhibit A—Engineer's Services.

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22. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
24. Preparation of operation, maintenance, and staffing manuals.
25. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
26. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).
29. Overtime work requiring higher than regular rates.
30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
32. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

EXHIBIT B—DELIVERABLES SCHEDULE

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Agreement are supplemented by the following paragraph and table.

Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit one PDF review copy of the Report and other Study and Report Phase deliverables to Owner.	1.02.A.17	Within 60 days of the Effective Date.
Owner	Submit comments regarding the Report and other Study and Report Phase deliverables to Engineer.	1.02.A.18	Within 14 days of the receipt from Engineer of the Report and other Study and Report Phase deliverables.
Engineer	Submit one PDF copy of the revised Report and other Study and Report Phase deliverables to Owner.	1.02.A.18	Within 7 days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Submit one PDF review copy of the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.17	Within 45 days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	1.03.B.18	Within 14 days of the receipt from Engineer of Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit one PDF copy of the revised Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.18	Within 14 days of the receipt of Owner's comments regarding the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit one PDF copy of the first Final Design Phase draft of Drawings and Specifications to Owner.	1.04.B.1	Within 45 days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the first Final Design Phase draft of Drawings and Specifications to Engineer.	1.04.B.1	Within 14 days of the receipt of the first final Design Phase drafts of Drawings and Specifications from Engineer.

Exhibit B—Deliverables Schedule.

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Party	Action	Exhibit A Reference	Schedule
Engineer	Submit one PDF copy of the second Final Design Phase drafts of Drawings and Specifications to Owner.	1.04.B.2	Within 7 days of the receipt of Owner's comments and instructions regarding the first Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit one PDF copy of draft Bidding/Proposal and Front-End Construction Contract Documents, as required, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Owner.	1.04.D.3; 1.04.F.8	Concurrent with submittal to Owner of the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications to Engineer.	1.04.B.2	Within 14 days of the receipt from Engineer of the second Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit one PDF copy of the final, completed, pricing-ready and construction-ready Drawings and Specifications to Owner.	1.04.B.3 and 1.04.G.1	Within 7 days of the receipt of Owner's comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications to Engineer.	1.04.G.2	Within 14 days of the receipt from Engineer of the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Owner	Submit comments and instructions regarding drafts of Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Engineer.	1.04.D.3; 1.04.F.8	Concurrent with Owner's submittal of comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications.

Exhibit B—Deliverables Schedule.

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Party	Action	Exhibit A Reference	Schedule
Engineer	Submit to Owner: One PDF copy of the revised final, completed, pricing-ready and construction-ready Drawings and Specifications; and One PDF copy of assembled Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.	1.04.G.2 1.04.G.3	Within 7 days of receipt of Owner's final comments and instructions regarding the regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications, the Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.

Exhibit B—Deliverables Schedule.

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EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. [Enter Amendment Number]

Owner: **Town of Jackson**

Engineer: **Nelson Engineering**

Project: **Scott Lane Maple Way Bike/Ped/ADA Improvements**

Effective Date of Owner-Engineer Agreement:

Nature of Amendment: (Check those that apply)

- ☐ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]

Agreement Summary:

Original agreement amount: \$

Net change for prior amendments: \$

This amendment amount: \$

Adjusted Agreement amount: \$

Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner

Engineer

(typed or printed name of organization)

(typed or printed name of organization)

By:

(individual's signature)

By:

(individual's signature)

(Attach evidence of authority to sign.)

(Attach evidence of authority to sign.)

Date:

(date signed)

Date:

(date signed)

Name:

(typed or printed)

Name:

(typed or printed)

Title:

(typed or printed)

Title:

(typed or printed)

EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE – NOT USED

NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner: _____ Owner's Project No.: _____
Engineer: _____ Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: _____
Contract Name: _____
Notice Date: _____ Effective Date of the Construction Contract: _____

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____
Name (printed): _____
Title: _____

EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Program-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.
- e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or

(3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is **25 MB**. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of Exhibit L or implementation of other Electronic Documents protocols.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may

rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

B. Software Requirements for Electronic Document Exchange; Limitations

- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
- 2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
- 3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

- 1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of the Agreement identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).
- 2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in Exhibit A, then the Exhibit A

format will take precedence. If no specific format is identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).

- a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:
 - 1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.
 - 2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.
 - 3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.
 - 4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third-party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.
- b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

D. Requests by Project-Related Parties for Electronic Documents in Other Formats

1. Owner may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) Owner determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) Owner obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.
2. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D are Additional Services. Such services may include but are not limited to preparing the data in a manner deemed appropriate by Engineer. Owner may require reimbursement from the Requesting Party for the cost of such Additional Services, but compensation by Owner to Engineer for the Additional Services is not contingent upon Owner obtaining reimbursement from the Requesting Party.

EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and Engineer; and, Owner's and Engineer's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by Engineer for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by Engineer to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner by Engineer for future data processing use and modification	Email w/ Attach or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification	Email w/ Attach or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EMAIL	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader.			
DWG	Autodesk® AutoCAD. dwg format Version 2019.			
DOC	Microsoft® Word. docx format.			
EXC	Microsoft® Excel .xlsx or .xml			
DB	Microsoft® Access .mdb			

EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$3,000,000
Commercial General Liability	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	\$-
Each Accident	\$-
Property Damage	
Each Accident	\$-
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$3,000,000
General Aggregate	\$3,000,000
Professional Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$-
General Aggregate	\$-
Other Insurance [Specify]	
Each Claim	\$-
General Aggregate	\$-

EXHIBIT H—DISPUTE RESOLUTION

ARTICLE 1—DISPUTE RESOLUTION METHOD

Paragraph 6.07 of the Agreement, Dispute Resolution, is supplemented to include the following Exhibit H Paragraph 1.01:

1.01 Arbitration

- A. Method for Resolution of Disputes: All Disputes between Owner and Engineer that have not been resolved by negotiations or mediation will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Exhibit H Paragraph 1.01). This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. Arbitration Provisions
 - 1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the selected arbitration administrator. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.
 - 2. The arbitrator(s) must be licensed engineers, architects, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Agreement. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
 - 3. If the applicable arbitration rules require a preliminary mediation, but the parties have already participated in mediation with respect to the Dispute, then the second mediation is not required.
 - 4. The rules of any arbitration must be supplemented to include the following: The award rendered by the arbitrators must be in writing, and include (a) a precise breakdown of the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.
 - 5. The award rendered by the arbitrators will be consistent with this Agreement and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.
 - 6. The arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Agreement expressly permits them to do so.
 - 7. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver

Exhibit H—Dispute Resolution.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
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by that party of the right to present evidence or cross-examine witness. In such event, the other party will be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

8. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Agreement. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.
9. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner, Subconsultants to the Engineer, or Engineer's Subcontractors (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Exhibit H Paragraph 1.01 nor in the provision of such contract consenting to joinder will create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.

EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraphs 1.01 and 1.02:

1.01 Mutual Indemnification

- A. Mutual Indemnification: To the fullest extent permitted by Laws and Regulations, each party shall indemnify and hold harmless the other and its officers, directors, members, partners, agents, employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself) but only to the extent caused by any negligent act or omission of the indemnifying party, its officers, directors, members, partners, agents, employees.

1.02 Limitation of Engineer's Liability

- A. Engineer's Liability Limited to Amount of Insurance Proceeds: Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors (hereafter "Owner's Claims"), will be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to the Engineer's insurers or in settlement or satisfaction, in whole or in part, of Owner's Claims, and (2) total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's applicable insurance policies up to the amount of insurance required under this Agreement.
 - 1. Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal.
 - 2. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner, for any and all such uninsured Owner's Claims will not exceed \$1,000,000.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES

ARTICLE 1—COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraphs 1.01, 1.02, and 1.03:

1.01 Compensation for Basic Services (other than Resident Project Representative)—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:

1. An amount equal to the cumulative hours charged to the Project by Engineer's personnel times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses, plus Engineer's Subcontractors' and Subconsultants' charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Subcontractor's and Subconsultants' charges.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit J as Appendices 1 and 2.
4. The total compensation for such services is **\$98,919.25**. This Not-to-Exceed Amount ("NTE") shall be firm and fixed and is based on the following distribution of compensation:

a. Management of Engineering Services	\$7,430.00
b. Study and Report Phase	\$43,329.80
c. Preliminary Design Phase	\$27,655.45
d. Final Design Phase	\$20,504.00
e. Bidding/Proposal Phase	\$n/a
f. Construction Phase	\$n/a
g. Post-Construction Phase	\$n/a
5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but compensation will not exceed the total NTE amount unless approved in writing by Owner. See also Exhibit J Paragraph 1.03.C.2 below.
6. The total compensation for Engineer's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Subcontractor's and Subconsultants' charges.
7. The amounts billed for Engineer's services under Exhibit J Paragraph 1.01 will be based on the cumulative hours charged to the Project during the billing period by Engineer's

employees times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses and Engineer's Subcontractor's and Subconsultants' charges.

1.02 Compensation for Reimbursable Expenses

- A. Owner shall reimburse Engineer for Reimbursable Expenses directly related to the provision of Basic Services, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage).
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of **1.0**.

1.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed to Engineer by Engineer's Subconsultants times a factor of **1.0**.
- B. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts
 - 1. Engineer's estimate of the amounts that will become payable for specified services are binding on the parties, and are the maximum amounts payable to Engineer under the Agreement.
- D. Engineer must include in each invoice a statement of the percent of the NTE amount that it has invoiced to date. Engineer shall provide notice to Owner when seventy percent (70%) of any NTE amount has been reached, committed or spent. Any costs incurred by Engineer in excess of the NTE amount shall be borne by Engineer without any additional compensation from Owner. If the total cost amount incurred by Engineer in performance of Engineer's obligations subject to the NTE amount is less than said NTE amount, Engineer shall not be entitled to receive the difference in these amounts, or any portion thereof, and Owner will not be obligated to make any additional payments to Engineer for such obligations.
- E. The Standard Hourly Rates and Reimbursable Expenses Schedule may be adjusted annually (as of January 1, 2021) to reflect equitable changes in the compensation payable to Engineer.
- F. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES
COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

ARTICLE 2—COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 2.01:

2.01 Compensation for Additional Services—Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
 - 1. For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A Paragraph 2.01 or 2.02, except for services as a consultant or witness under Exhibit A Paragraph 2.02.A.28 (which if needed will be separately negotiated based on the nature of the required consultation or testimony), an amount equal to the cumulative hours charged by each class of Engineer's personnel providing such Additional Services times Standard Hourly Rates for each applicable billing class, plus Additional Services-related Reimbursable Expenses and Additional Services-related Engineer's Subcontractors' and Subconsultants' charges, if any.
- B. Compensation for Reimbursable Expenses
 - 1. For those Reimbursable Expenses that are directly related to the provision of Additional Services, and are not already accounted for in the compensation for Basic Services or RPR-related services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
 - 2. Such Reimbursable Expenses include, to the extent Additional Services-related, the expenses identified in Appendix 1 and the following categories: transportation (including mileage).
 - 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **1.0**.
- C. Other Provisions Concerning Payment for Additional Services
 - 1. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of **1.0**.
 - 2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
 - 3. The Standard Hourly Rates and the Reimbursable Expenses Schedule may be adjusted annually (as of **the 1st of each calendar year**) to reflect equitable changes in the compensation payable to Engineer for Additional Services-related services and expenses.

4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment per Exhibit J. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	N/A – Electronic Documents Protocol
Copies of Drawings	N/A – Electronic Documents Protocol
Mileage (auto)	\$0.575/mile
Air Transportation	N/A – Consultant will not incur air travel costs
Laboratory Testing	N/A
Health and Safety Level D	N/A
Health and Safety Level C	N/A
Meals and Lodging	N/A – Consultant will not incur food or lodging costs

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**APPENDIX 2: STANDARD HOURLY RATES SCHEDULE**

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit J and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Exhibit J.

B. Schedule: Hourly rates for services performed on or after the date of the Agreement are:

Robert Norton	Senior Project Manager	\$175.00/hr.
Dave Dufault	Senior Project Manager	\$170.00/hr.
Phil Gyr	Senior Geotechnical Engineer	\$155.00/hr.
Matt Bowers	Project Manager	\$150.00/hr.
Ty Ross	Project Manager	\$145.00/hr.
Carla Hansen	Senior Structural Engineer	\$140.00/hr.
Josh Kilpatrick	Project Manager	\$135.00/hr.
Suzanne Lagerman	Project Engineer/Project Coordinator	\$110.00/hr.
Morgan Barry	Project Manager/Environmental Services	\$110.00/hr.
Ryan Simmons	Construction Engineer/Materials Manager	\$105.00/hr.
Bradley Lee	Project Engineer V	\$105.00/hr.
Fredrick Doster	Project Engineer V	\$105.00/hr.
Daniel Bates	Project Engineer IV	\$100.00/hr.
Brennan Schneider	Project Engineer III	\$85.00/hr.
Braden Olson	Project Engineer III	\$90.00/hr.
Nick Berling	Project Engineer III	\$86.00/hr.
Mike Campbell	Project Structural Engineer	\$92.00/hr.
Susan Karichner	Senior Project Coordinator/CAD Technician	\$120.00/hr.
Brian Green	Senior CAD Technician	\$115.00/hr.
Pete Test	Senior Materials Manager	\$110.00/hr.
Andy Pruett	Senior Geologist/Materials Technician	\$110.00/hr.
James Molloy	Geologist/Materials Technician	\$75.00/hr.
Luke Rudolph	Survey Manager	\$160.00/hr.
Dustin Schmaltz	Senior Land Surveyor	\$125.00/hr.
Mark Van Duser	Survey Technician	\$85.00/hr.
Dillon Karichner	Survey Technician	\$80.00/hr.
David Stephens	IT Administrator	\$115.00/hr.

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 2: Standard Hourly Rates Schedule.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.

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Judy Anderson	Finance Administrator	\$115.00/hr.
Christie Pape	Administrative Assistant	\$60.00/hr.
Levi Adams	Finance Assistant	\$60.00/hr.

ATTACHMENT EXHIBIT K

FEDERAL GENERAL PROVISIONS

The below General Provisions shall also apply to all subconsultants engaged by the Consultant.

SECTION A. ASSUMPTION OF RISK

The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Consultant's failure to comply with state or federal requirements. The __Town of Jackson__ shall notify the Consultant of any state or federal determination of noncompliance.

SECTION B. AUDITING AND ACCESS TO RECORDS

The __Town of Jackson__ and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement.

SECTION C. BREACH OF AGREEMENT

The Consultant agrees to provide all professional services as required by the terms, conditions, provisions, and obligations of this Agreement. Failure by the Consultant to perform as required by the terms, conditions, provisions, or obligations of this Agreement shall constitute a breach of contract. The __Town of Jackson__ shall consider a Consultant's failure to perform as a material breach of contract when it can be determined that the terms, conditions, provisions, or obligations of the Agreement will not be completed and the __Town of Jackson__ will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables. A material breach may result in remedies as the __Town of Jackson__ deems appropriate, which may include, but are not limited to:

1. Termination as provided in SECTION T – TERMINATION OF AGREEMENT;
2. Withholding monthly progress payments;
3. Assessing damages/sanctions;
4. Disqualifying the Consultant from future solicitations; and/or
5. Legal remedy.

SECTION D. CERTIFICATION FOR LIMITATIONS ON LOBBYING ACTIVITIES

This provision is applicable to all Agreements exceeding One Hundred Thousand dollars (\$100,000). By signing this Agreement, the Consultant certifies and agrees that, to the best of their knowledge:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION E. COMPLIANCE WITH LAWS

The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

SECTION F. CONFLICTS OF INTEREST

1. The Consultant shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which may result in a disadvantage to the __Town of Jackson____ or a disclosure which may adversely affect the interests of the __Town of Jackson__. This provision does not prohibit or affect the Consultant's ability to engage in consultations, evaluations, or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.
2. A conflict of interest may be considered a material breach of this Agreement. A material breach under this section may result in remedies as provided in SECTION C – BREACH OF AGREEMENT. In the event the Agreement is terminated under this provision, the Consultant shall take steps to insure that the file, evidence, evaluation and data are provided to the __Town of Jackson__ or its designee.

3. The Consultant shall notify the Town of Jackson of any potential or actual conflicts of interest, including financial or other personal interests, arising during the course of the Consultant's performance under this Agreement. This Agreement may be terminated in the event a conflict of interest arises. Termination of this Agreement will be subject to a mutual settlement of accounts. In the event this Agreement is terminated under this provision, the Consultant shall take steps to ensure that all files, evidence, evaluations, and data are provide to the _____ or its designee.

SECTION G. DETERMINATION OF ALLOWABLE COSTS

The Consultant shall assure, prior to submittal of periodic progress payments, that all costs are in accordance with federal cost principals as provided in 48 CFR 31. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION H. DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE

The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR 26 in all subconsultant contract documents.

Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION I. ENVIRONMENTAL POLICY ACTS

The Consultant agrees all activities under this Agreement shall comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

SECTION J. ERRORS AND OMISSIONS

The Consultant shall be responsible for assuring that professional services provided under this Agreement are accurate and without mistakes or omissions. The Consultant shall endeavor to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Town of Jackson shall notify the Consultant at the earliest possible time of the professional services which require corrective action and the Consultant, by mutual agreement with the Town of Jackson and without additional compensation, shall correct those services. Failure by the Consultant to carry out these requirements may be considered, in the sole

discretion of the __Town of Jackson____, a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION K. HUMAN TRAFFICKING

As required by 22 USC 7104(g), 2 CFR 175, and 48 CFR 52.222-50 (Amended March 2015), severe forms of human trafficking, procurement of commercial sex acts, and the use of forced labor are prohibited. The March 2015 amendments expand the original requirements and introduce a list of specific types of conduct that are prohibited. The amendments modify mandatory disclosure obligations and specify the minimum level of cooperation required of consultants responding to a trafficking investigation. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION L. KICKBACKS

The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Consultant breaches or violates this warranty, the __Town of Jackson____ may, at its discretion, terminate this Agreement without liability to the __Town of Jackson____, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

SECTION M. MANDATORY DISCLOSURES

The Consultant shall disclose, in a timely manner, in writing, to the __Town of Jackson____ all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for non-compliance including suspension or debarment.

SECTION N. MONITORING ACTIVITIES

The __Town of Jackson____ shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subconsultants. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of the Agreement-related work.

SECTION O. OWNERSHIP AND RETURN OF DOCUMENTS AND INFORMATION

The __Town of Jackson__ is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such original and derivative information and documents to the __Town of Jackson__ in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

SECTION P. PATENT OR COPYRIGHT PROTECTION, AND RIGHTS IN DATA

The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Consultant or its subconsultants shall violate any such restriction. The Consultant shall defend and indemnify the __Town of Jackson__ for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

Copyrighting or other exclusions placed on any documents or materials developed by the Consultant, its sublets, agents or assigns under this Agreement are prohibited.

Data produced, furnished, acquired, or used in meeting the terms and conditions of this Agreement shall be available to the __Town of Jackson__, WYDOT and/or the federal funding agency with unlimited rights. Data means all recorded information, regardless of form, to include both technical – scientific or technical nature - and computer software information. It does not include information related to administration of the Agreement such as financial, cost or pricing, or management information. Unlimited rights means that the __Town of Jackson__, State or federal agency has the right to use, disclose, reproduce, and distribute the data in any manner and for any purpose, and to permit others to also have unlimited rights. Meanings and uses described in this SECTION P are superseded and/or supplemented by 48 CFR 52.227-14.

SECTION Q. PROFESSIONAL REGISTRATION

The Consultant shall endorse, if required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.

SECTION R. PUBLICITY

Any publicity given to the projects, program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Consultant and related to the services and work

to be performed under this Agreement, shall identify the __Town of Jackson____, WYDOT and the federal funding agency as the sponsoring agencies and shall not be released without prior written approval of the __Town of Jackson____.

SECTION S. SUSPENSION AND DEBARMENT

By signing this Agreement, the Consultant certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the disbarred, or otherwise ineligible, vendors list at www.sam.gov/portal/public/SAM/. Further, the Consultant agrees to notify the __Town of Jackson____ by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION T. TERMINATION OF AGREEMENT

The __Town of Jackson____ may terminate all or part of the Agreement, without cause, upon thirty (30) days written notice. The Agreement may be terminated by the __Town of Jackson____ immediately for cause if the __Town of Jackson____ determines that the Consultant has failed to perform as required by the terms, conditions, provisions, or obligations of the Agreement – Termination for Cause or Breach – or the __Town of Jackson____ determines that termination is in the public's best interest – Termination on Public's Behalf/Convenience. In either event, compensation shall be made to the Consultant based upon the progress of the work performed prior to termination.

Work performed shall be defined as the deliverables specified in the Agreement and accepted by the __Town of Jackson____, and not the labor hours billed. The ownership of the work completed or partially completed at the time of such termination or abandonment shall be retained by the __Town of Jackson____.

The __Town of Jackson____ shall notify the Consultant, in writing, of Agreement termination.

SECTION U. TITLE VI ASSURANCES FOR NON-DISCRIMINATION

The Consultant agrees to comply with the requirements of the nondiscrimination clauses as described in the U.S. Department of Transportation (DOT) Order 1050.2.

ATTACHMENT _____

BREACH OF AGREEMENT (Administrative Written Procedures)

Consultant agreements will incorporate Federal General Provisions regarding breach of agreement consistent with 23 CFR 172 and 2 CFR 200. These Regulations require written procedures to address contractual, legal, and administrative remedies including sanctions and penalties where consultants breach agreement terms, conditions, provisions, or obligations. For purposes of these written procedures, the Agreement terms, conditions, provisions, or obligations will be referred to as Agreement Services.

Numerous Federal General Provisions will be administered using these written procedures. For purposes of administering consultant agreements, breach of agreement may result when analyzing a consultant's professional services under any of the following Federal General Provisions:

ATTACHMENT 1, FEDERAL GENERAL PROVISIONS

SECTION C. BREACH OF AGREEMENT
SECTION D. CERTIFICATION FOR LIMITATIONS ON LOBBYING ACTIVITIES
SECTION F. CONFLICTS OF INTEREST
SECTION G. DETERMINATION OF ALLOWABLE COSTS
SECTION H. DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE
SECTION J. ERRORS AND OMISSIONS
SECTION K. HUMAN TRAFFICKING
SECTION S. SUSPENSION AND DEBARMENT

The consultant's responsibility to make prompt payment to subconsultants will be administered through these written procedures, as required by SECTION VI(C) – Consultant Payments and Retainage and the consultant agreement.

Contractual Remedy

Contractual remedy is provided when the above provisions are physically incorporated, or incorporated by reference, into an executed Agreement. Additionally, contractual remedy requires the physical incorporation of ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION T – TERMINATION OF AGREEMENT.

Legal Remedy

Legal remedy is provided by the physical incorporation of ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION E – COMPLIANCE WITH LAWS and enforcement of the Agreement as governed by the laws of the State of Wyoming.

Administrative Procedures, Sanctions, and Penalties

___Town of Jackson___ concerns with consultant performance and/or adherence to Agreement Services will most often be resolved through the coordination and resolution efforts as outline in SECTION XIII – AGREEMENT ADMINISTRATION of this document. The authorized representative/ primary contact of the ___Town of Jackson___ should document all administrative issues and subsequent resolutions, from start to completion of the Agreement.

There may be an occurrence when a cooperative and acceptable resolution cannot be reached between the ___Town of Jackson___ and the Consultant. At those occurrences, the ___Town of Jackson___ will typically make the determination that the Consultant has failed to perform Agreement-required acceptable work, has failed to progress in the performance of Agreement Services, or has not and will not comply with General Provisions. When that determination concludes that the Agreement Services cannot be completed and the ___Town of Jackson___ will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables, the threshold for a material breach of agreement has been reached and will invoke ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION C – BREACH OF AGREEMENT and the resultant remedies, including ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION T – TERMINATION OF AGREEMENT.

The ___Town of Jackson___ determination that the Consultant has failed to perform Agreement-required acceptable work, has failed to progress in the performance of Agreement Services, or has not and will not comply with General Provisions will need to be supported by the ___Town of Jackson___ documentation of monitoring activities as allowed by ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION N – MONITORING ACTIVITIES. Issues concerning the Consultant's billing of allowable costs should be evaluated in accordance with ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION B – AUDITING AND ACCESS TO RECORDS.

The threshold for a material breach of agreement requires that the Consultant has failed to perform Agreement Services and that the ___Town of Jackson___ has or will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables. Both represent a high threshold to assure an acceptable outcome and, as a result, the ___Town of Jackson___ representative through monitoring activities must identify and document unresolved issues early in the Agreement, before either the Consultant or the ___Town of Jackson___ has incurred

substantial cost or time. All unresolved issues should be promptly addressed, either reaching resolution, arriving at reasonable penalties/sanctions, or concluding breach of agreement with the resultant remedies, including ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION T – TERMINATION OF AGREEMENT.

Penalties and/or sanctions typically available to the __Town of Jackson____ would be structured as 1) compensatory damages, 2) specific performance, or 3) termination.

Damages, based on additional cost or time incurred by the __Town of Jackson____, could be quantified and pursued. Damages, based on lost opportunity incurred by the __Town of Jackson____, may be more difficult to quantify. Lost opportunity could include __Town of Jackson____ delays in the delivery of supplemental work or successor agreements for work, or delay in the year of project construction and the related increased construction costs. Other lost opportunities may be identified and quantified.

Specific performance would require the Consultant to pursue Agreement Services, with adjustment to allowable costs. Specific performance would be used as a remedy, either prior to or for breach of agreement, if the work required by the Agreement required special expertise, is an emergency, or is only available from a single or restricted number of firms. In those cases, damages would not suffice to place the __Town of Jackson____ in as good a position as it would have been had the breach not occurred.

Termination of the Agreement is presented in ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION T – TERMINATION OF AGREEMENT. The __Town of Jackson____ may terminate the Agreement, and either pursue restitution or not pursue restitution. Restitution, as a remedy, means that the __Town of Jackson____ is put back in the position it was in prior to the breach; without restitution, the Agreement is terminated with both the Consultant and the __Town of Jackson____ no longer under any Agreement obligation.

EXHIBIT L

Town of Jackson FY2020 TAP Project

Scott Lane/Maple Way Bike/Ped/ADA Improvements

Snow King Ave. is the primary bicycle route across the Town of Jackson, averaging more than 800 trips per day and providing a critical link between the east half of town (including downtown, Snow King resort, employment centers, and residential areas) to the start of the Garaman Pathway by the Post Office on the west side of town. The Garaman Pathway is the entry point to the extensive network of pathways that allows people to travel safely throughout the valley by walking and biking, and it provides direct connections to the K-12 school campuses, residential areas, recreational trails, parks, jobs, and numerous commercial destinations including dining, grocery stores, and services. Snow King Ave. currently has striped bike lanes along most of its length which are converted seasonally to protected bike lanes that offer safe and comfortable options for cyclists of all ages and abilities. There are also good sidewalks that provide safe pedestrian access. However, this connection falls apart along the 3-block stretch from the end of Snow King Ave. (the intersection of Scott Lane/Snow King Ave.) to the start of the Garaman Pathway. In this section, there is very little space for even striped bike lanes, and the current lanes are undersized. Two intersections are very difficult to cross. At the Scott Lane/Maple Way intersection, there is a tight right turn where cyclists get pinched by right turning vehicles. Sidewalks and curb ramps do not meet ADA. Based on prior planning and public outreach, the section is a known obstacle to people who wish to walk or bike for transportation but are concerned about their safety. The project proposes to plan and design improved bike lanes, intersections, and sidewalks (including ADA upgrades) for pedestrians and cyclists to improve safety and create a continuous connection to the larger pathway system that is safe and comfortable for users of all ages and abilities.

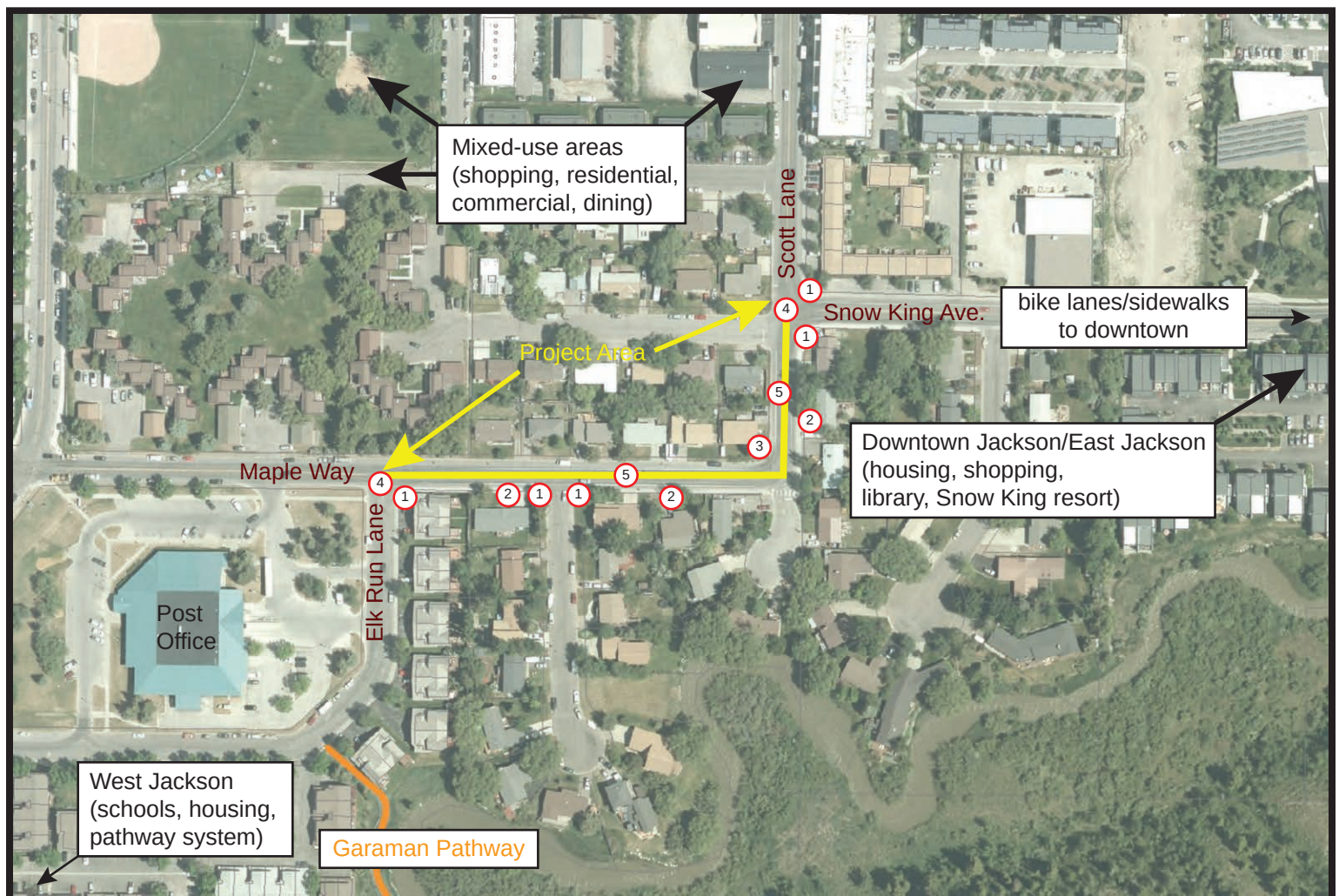
Attachment B: Map

Project Sponsor: Town of Jackson

Project area shown from the end of Snow King Ave. at Scott Lane (east terminus) to the intersection of Maple Way and Elk Run Lane (west terminus), where the Garaman Pathway starts.

Known safety and ADA issues:

1. Curb ramps do not comply with ADA
2. Sidewalk does not meet ADA (driveway exceeds 2% cross slope)
3. Pinch point where vehicles encroach into bike lane and cyclists get squeezed
4. Confusing intersections that are difficult to cross for cyclists, pedestrians, and motorists
5. Bike lanes are less than standard width and cyclists are crowded by vehicles



Attachment B – Map page 2 of 2



Figure 1 – Curb ramps do not comply with ADA



Figure 2 – Sidewalk cross slopes exceed 2%



Figure 3 – Right turn pinch point squeezes cyclists



Figure 4 – Cyclists waiting in travel lane to cross to pathway



Figure 5 – Kids on bikes exposed to traffic on substandard width bike lanes



Figure 6 – Wide, protected bike lanes on majority of Snow King offer safe, comfortable riding



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Public Works

PRESENTER: Johnny Ziem

MEETING DATE: July 20, 2020

SUBJECT: 15 Minute Parking Addition on Center Street

STATEMENT/PURPOSE

The purpose of this item is to seek Council approval for the addition of a 15-minute parking stall on the east side of Center Street, between Deloney and Gill Avenue.

BACKGROUND/ALTERNATIVES

There are very few 15-minute parking zones in the Downtown core. Additional 15-minute stalls near businesses with a very short average duration of stay (coffee shops, dry cleaners, etc.) will make it easier for customers to make a quick stop without having to search for parking. Requests should be initiated by business owners rather than by Town to ensure these stalls are added to locations that have a need for very short-term parking. Requesting businesses should be informed that the stalls are not subject to use for only their business, but open to the general public at all times. The intended outcome will be increased customer satisfaction and reduced traffic associated with vehicles circulating in search of parking.

This particular request came from Mark Tarrant of Altamira Fine Art at 172 Center Street. Staff met with Mr. Tarrant to discuss this request. Mr. Tarrant feels that having a designated 15-minute (yellow curb) parking stall is important for the east side of Center Street and in particular, 172 Center Street. This location is home to both Altamira Fine Art and Heather James Fine Art. Both establishments feel it is imperative to be able to move high-value art work into vehicles to be delivered by their staff daily. Seemingly, there is a need for an additional 15-minute parking stall for the restaurants on the west side of the Center Street as well.

As per the 2019 Downtown Parking and Mobility Management Plan, under section 6.2 (Short Term Action Items), the addition of 15-minute parking stalls is recommended, where appropriate, in the Downtown core.

COMPREHENSIVE PLAN ALIGNMENT

The Comprehensive Plan envisions increased residential density throughout parts of Jackson to provide workforce housing opportunities, in addition to areas of greater residential and commercial density that are more pedestrian-orientated and place a diminished emphasis on providing large reservoirs of parking.

STAKEHOLDER ANALYSIS

Stakeholder analysis for this item included both conversations and emails with Mr. Tarrant, Liza & Jim Hoke Public Works, and Planning. Further stakeholder analysis looked at other business types in this block of the Center Street corridor through the perspective lens of the 2019 Downtown Parking and Mobility Management Plan.

FISCAL IMPACT

Fiscal impact for this item will include labor and material to paint the curb yellow and install a new sign in this location. Fiscal impact is estimated to be less than \$150 to complete the project.

STAFF IMPACT

Staff impact for this item included communication with the business owners stated above and internal email conversations with Town departments. The estimated time to complete the installation of the signage and curb coloring is two – three hours of Street Division time.

LEGAL REVIEW

Not applicable.

ATTACHMENTS

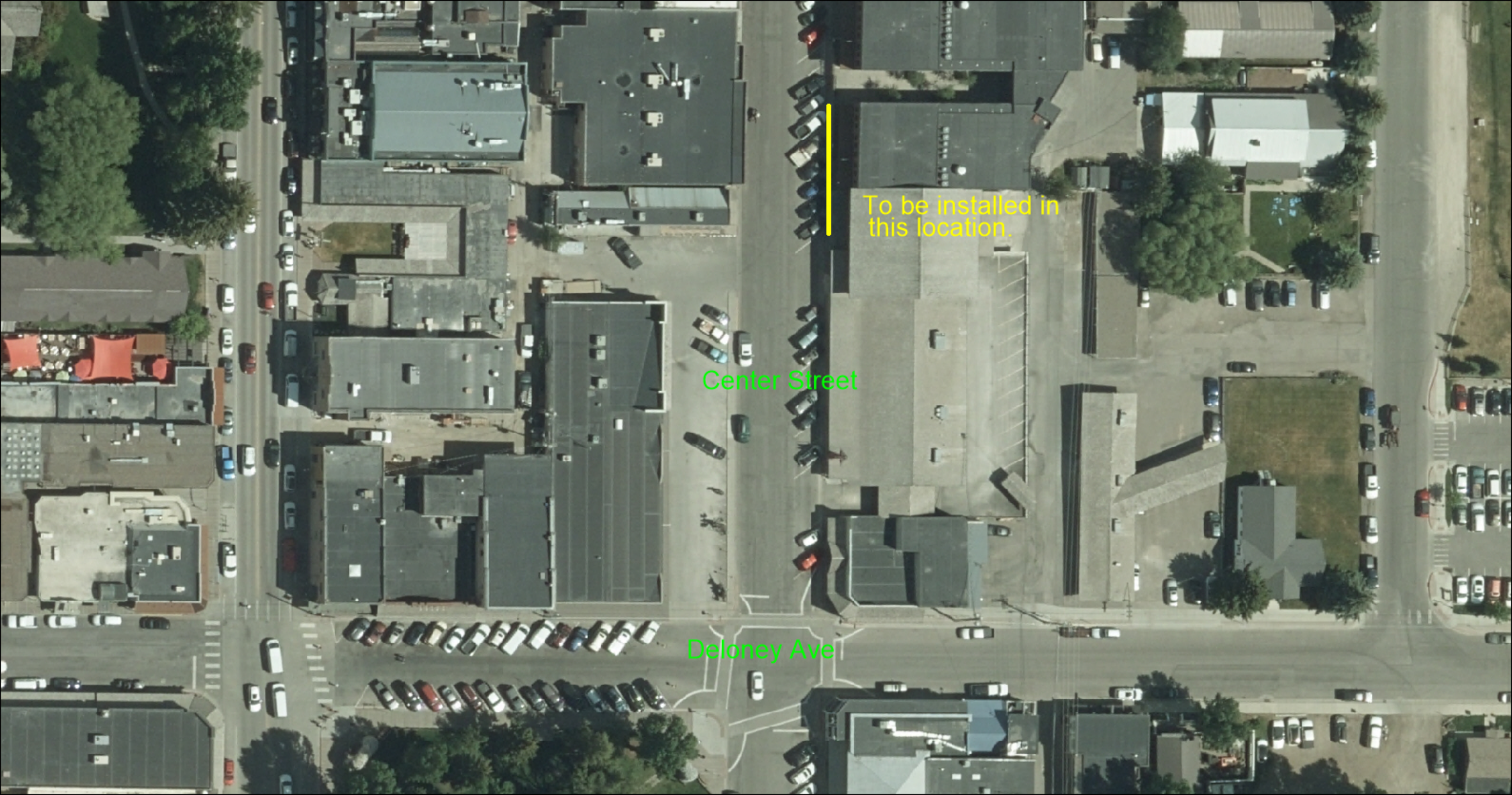
- Location Map of 15-minute parking stall
- Supporting comment from business owners

RECOMMENDATION

Staff recommends approving this request to install a 15-minute parking stall on the east side of Center Street.

SUGGESTED MOTION

I move to approve the addition of a 15-minute parking stall on the east side of Center Street, between Deloney and Gill Avenue, and direct staff to work with the applicant to find the most appropriate location for the project installation.



To be installed in this location.

Center Street

Deloney Ave

From: [Tyler Sinclair](#)
To: [Johnny Ziem](#)
Subject: Fwd: Yellow curb - 15 minute Loading/Unloading
Date: Monday, June 22, 2020 4:47:48 PM

Begin forwarded message:

From: Mark Tarrant <mtarrant@altamiraart.com>
Date: June 22, 2020 at 16:32:48 MDT
To: Tyler Sinclair <tsinclair@jacksonwy.gov>
Subject: Yellow curb - 15 minute Loading/Unloading

Hello Tyler,

As we discussed, having a parking space designated with the Yellow Curb for loading and unloading is important for the east side of Center Street and the 172 building.

Both Altamira Fine Art and Heather James Fine Art move high-value art work frequently, accessed from Center Street. The 172 Center building does not have a loading dock so the ability to move art from the gallery to delivery vehicle is imperative.

At Altamira we are moving art daily, sometimes multiple times.

Let me suggest testing two diagonal spaces (side by side) with the yellow curb and see how it works.

It may be more successful as people learn they have double the opportunity to park and get in and out of the offices and businesses along Center quickly.

I recommend the location in front of Heather James next to the guard rail where things are ground level (no stairs), basically the middle of the block.

Kind regards, Mark

Mark D Tarrant / **ALTAMIRA FINE ART** / Jackson Hole 307-739-4700 / Scottsdale 480-949-1256 "All artwork subject to prior sale"

From: [Tyler Sinclair](#)
To: [Johnny Ziem](#)
Subject: FW: Yellow curb - 15 minute Loading/Unloading
Date: Tuesday, June 23, 2020 9:46:56 AM

From: Liza Hoke <lhoke@wyoming.com>
Sent: Tuesday, June 23, 2020 8:16 AM
To: Tyler Sinclair <tsinclair@jacksonwy.gov>
Cc: Tarrant Mark <mtarrant@altamiraart.com>
Subject: Re: Yellow curb - 15 minute Loading/Unloading

Hi Tyler,

I whole heartedly support Mark's request. A loading zone would be helpful to the entire street. The back of our building is almost inaccessible, between the Center Street Hotel and now the Housing Trust construction. Much of the artwork is over sized and can't come from the back anyway.

Thanks for your consideration and lending a helping hand to these businesses.

Best, Liza and Bland Hoke

On Jun 22, 2020, at 4:32 PM, Mark Tarrant <mtarrant@altamiraart.com> wrote:

Hello Tyler,

As we discussed, having a parking space designated with the Yellow Curb for loading and unloading is important for the east side of Center Street and the 172 building.

Both Altamira Fine Art and Heather James Fine Art move high-value art work frequently, accessed from Center Street. The 172 Center building does not have a loading dock so the ability to move art from the gallery to delivery vehicle is imperative.

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I recommend the location in front of Heather James next to the guard rail where things are ground level (no stairs), basically the middle of the block.

Kind regards, Mark

Mark D Tarrant / **ALTAMIRA FINE ART** / Jackson Hole 307-739-4700 / Scottsdale 480-949-1256 "All artwork subject to prior sale"



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Administration

PRESENTER: Roxanne Robinson

MEETING DATE: February 4, 2019

SUBJECT: Reinstatement of September 4 Rodeo Date

STATEMENT/PURPOSE

The Town Council approves the requested rodeo dates for the upcoming season.

BACKGROUND/ALTERNATIVES

On May 4, the Council reinstated the June 27 rodeo date due to the cancellation of the World Series of Roping and eliminated the previously approved alternate date of September 4. However, due to the late start of the 2020 Rodeo season due to COVID-19 and the limited seating capacity to allow for physical distancing, JH Rodeo would like to request the September 4 date be reinstated. Eight of their early season rodeos were cancelled due to public health orders and they are now operating with limited seating. Even with the addition of this rodeo on September 4, the Concessionaire will be conducting 7 fewer rodeos than in normal years due to the pandemic. Teton County is in favor of this change. JH Rodeo is following all requirements of Teton County Public Health in conducting the rodeos. Knowing the date ahead of time will allow JH Rodeo to provide sufficient noticing/marketing to the public.

The Council has several options including:

1. Reinstatement the September 4 rodeo date.
2. Discuss the request for reinstatement and continue the discussion to a meeting prior to September 4.
3. Take no action leaving September 4 off the rodeo schedule.
4. Other

COMPREHENSIVE PLAN ALIGNMENT

Rodeos in Jackson are part of the historic culture of the community and our ranching heritage. Rodeos also add to the diversity and balance of our economy by providing events that allow for local participants from dude and working ranches but also serve the tourist base of our economy. Support for the production of a quality rodeo is also important and relates to Common Value 3, Quality of Life.

STAKEHOLDER ANALYSIS

The stakeholders involved in this issue include the Town of Jackson, the Rodeo Concessionaire, the Administrative Authority, competitors and contestants in the rodeo, the citizens of the community, and the many guests to the area that attend rodeos and include this activity as part of their Jackson Hole experience.

FISCAL IMPACT

Pursuant fiscal impact of cancelling the May rodeos is significant and is part of the overall challenging economic conditions as a result of the COVID-19 pandemic and supportive physical distancing and stay-at-home orders. May 2019 rodeos generated approximately \$50,000 towards the overall net revenue for the Concessionaire and approximately \$5000 in fees paid to the Town of Jackson. By allowing this additional rodeo, it will allow the concessionaire to potentially generate revenue they lost early in the season due to cancelled rodeos. The Town of Jackson provides \$60,000 in Concessionaire fees to Teton County for management of the rodeo grounds under

the Rodeo Grounds Management Agreement, anything over \$60,000 is retained by the Town of Jackson as general revenue.

STAFF IMPACT

The staff impact of reinstating the September 4 rodeo is minimal. Staff report preparation and review is approximately 2 hours.

LEGAL REVIEW

Ongoing as needed.

ATTACHMENTS

Email request from Jackson Hole Rodeo to reinstate the September 4, 2020 rodeo date.

RECOMMENDATION

Staff recommends the Council reinstate the September 4 rodeo date.

SUGGESTED MOTION

I move to reinstate the September 4 rodeo date as an approved rodeo date for 2020.

Roxanne DeVries Robinson

From: Jackson Hole Rodeo <jacksonholerodeo@gmail.com>
Sent: Monday, June 29, 2020 12:31 PM
To: Roxanne DeVries Robinson
Subject: September 4

Roxanne,

We would like to request that we be allowed once again to have a rodeo on September 4, 2020. We are able to operate during this time at a very reduced capacity and every little bit helps. We had to cancel 8 rodeos this spring, adding this rodeo would definitely help.

Brandon



Jackson Hole Rodeo
Brandon Wilson
(307)413-1371

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TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Public Works

PRESENTER: Johnny Ziem

MEETING DATE: July 20, 2020

SUBJECT: Contract for testing Wastewater for COVID

STATEMENT/PURPOSE

The purpose of this item is to seek Council approval for a Contract to test for COVID-19 in the Town of Jackson municipal sewage received at the Town Wastewater Treatment Plant (WWTP).

BACKGROUND/ALTERNATIVES

The Wastewater Division has been testing the Town's wastewater for COVID since April 2020. The company used at that time was BIOBOT, a lab out of Massachusetts, that had been working on methods to detect the presence and prevalence of the novel coronavirus in community wastewater streams. Since then, the Wyoming Department of Health (state lab) has obtained the necessary RT-PCR equipment to detect and quantify the presence of SARS-CoV-2 in municipal wastewater. People infected with SARS-CoV-2 shed the virus in their stool (RNA genetic material) even before they show symptoms of COVID-19. Analyzing sewage for the virus can predict the community level of infection one to two weeks in advance of clinical diagnoses, and show increasing/decreasing levels of coronavirus infection and transmission rates.

If the Wyoming Department of Health is successful with this state-wide campaign, the data will give communities a dynamic map of the virus as it spreads to new places. Data from sewage will enable communities to:

1. Measure the scope of the outbreak
2. Provide decision support for public health interventions
3. Better anticipate the potential impact on hospital capacity and readiness

This data will be compiled by the state lab and be available for public consumption via a map that summarizes all participating municipal sewer treatment plants.

COMPREHENSIVE PLAN ALIGNMENT

- Section 6: A Diverse and Balance Economy
 - Principle 6.1: Promote a stable and diverse economy
 - Principle 6.3: Create a positive atmosphere for economic development
- Section 8: Quality Community Service Provision
 - Principle 8.1: Maintain current, coordinated service delivery

STAKEHOLDER ANALYSIS

Stakeholder analysis for this item included contract meetings with the Wyoming Health Department's Unit for Policy, Research and Evaluation.

FISCAL IMPACT

Fiscal impact for this item includes payments made by the Wyoming Health Department to the Town for collecting and sending samples to be analyzed by the state lab. The Town will be paid \$300 per sample, with total payments not to exceed \$14,000 by the end of the contract term. Further state funds are provided in case there is a need to update and purchase sampling equipment which will be reimbursed up to \$4,000. These funds are being provided through the Cares Act Funding. There will be no financial impact or implication to the

Town's FY21 Budget in terms of any additional expenditures, i.e., all costs for testing, shipping, and analyzing is provided by the Wyoming Health Department.

STAFF IMPACT

Staff impact for this item included communications with the Wyoming Health Department and legal time to review multiple drafts of the Contract. Further Sewer Division staff time (roughly 2-3 hours per week) will be expensed to collect samples, organize data, and ship influent samples.

LEGAL REVIEW

Complete.

ATTACHMENTS

- Contract

RECOMMENDATION

Staff recommends approving the contract between the Wyoming Health Department and the Town of Jackson.

SUGGESTED MOTION

I move to approve the Contract between the Wyoming Health Department and Town of Jackson to test wastewater for COVID-19 and authorize the Mayor to execute the Contract.

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH
AND
THE TOWN OF JACKSON**

1. **Parties.** The parties to this Contract are the Wyoming Department of Health (Agency), whose address is: 401 Hathaway Building, Cheyenne WY 82001, and the Town of Jackson (Contractor), whose address is: PO Box 1687, Jackson, WY 83001.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide routine samples of well-mixed untreated wastewater to the Agency's testing contractor, in order to facilitate wide-scale epidemiological surveillance of severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from Effective Date through June 30th, 2021. All services shall be completed during this term.

This Contract may be extended twice by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

4. **Payment.**
 - A. The Agency agrees to pay the Contractor for the services described in Section 5 below. Total payment under this Contract shall not exceed twenty eight thousand dollars (\$28,000).
 - B. For wastewater samples that meet the sampling and packaging criteria described in Section 5 and are received before December 1st, 2020, Contractor shall be paid at a rate not to exceed three hundred dollars per sample. Total payment for these samples shall not exceed (\$14,000.00). With the exception of the last payment, which shall be made on or before December 30th, 2020, payment shall be made within forty-five (45) days of the end of each month, with testing logs maintained by Agency serving as invoices.
 - C. If, based on the testing records maintained by the Agency, the Contractor successfully submits at least one (1) sample per week between the Effective Date and December 15th, 2020, the Agency shall pay the Contractor a lump sum not to exceed ten thousand dollars (\$10,000) on or before December 30th, 2020.
 - D. The Agency agrees to reimburse the Contractor up to four thousand dollars (\$4,000) for recent (no earlier than six (6) months prior to the Effective Date) purchase of equipment required to conduct reliable twenty-four (24) hour composite sampling. The Agency agrees to make this payment within forty-five (45) days after:

- (i) Contractor submits proof of purchase of the composite sampling equipment, to include sufficient detail to demonstrate equipment is capable of carrying out the required sampling; and,
 - (ii) After the first two (2) samples collected by the equipment have been submitted to the Agency.
- E. Unless otherwise provided herein, no payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.
- F. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Contract.

5. Responsibilities of Contractor. The Contractor agrees to:

- A. Provide the Agency basic information about the Contractor's sewer system upon execution of this Contract, to include:
 - (i) Location, in latitude and longitude, of the sampling site(s);
 - (ii) Approximate size of the sewer system(s) feeding into the sampling site(s), in terms of population served and square miles covered;
 - (iii) Historical monthly average, minimum and maximum flow rates for each sewer system(s);
 - (iv) The average time differential between peak demand (e.g. 6-8 am) and peak diurnal flow at the sampling site(s).
- B. Collect no more than three (3) twenty-four (24) hour composite samples of raw, untreated sewage influent per site each week during the Contract term. The period between the end of sampling and the beginning of the next sample shall be at least twenty-four (24) hours. Flow-proportionate samples are preferred.

In order to spread out demand on the designated laboratory, the Agency may specify sample collection days for the Contractor. Each sample shall be:

- (i) Collected in or transferred to three (3) fifty (50) milliliter vials, supplied by the Agency, for a total volume of one-hundred-and-fifty (150) milliliters of raw influent.

- (ii) Clearly labeled with wastewater entity, location, date and time of collection, total gallons of sewage ambient wastewater temperature at time of collection, and total flow that the sample represents;
 - (iii) Refrigerated both during and after collection. Samples collected on Friday, Saturday or Sunday may be refrigerated over the weekend and sent in on Monday.
 - C. Use the sampling kit and billable shipping labels provided by the Agency to ensure each sample is received by the Agency-designated laboratory the morning after collection (with the exception of Friday/Saturday/Sunday samples, which per Section B (iii) may be held under refrigeration over the weekend), using FedEx Priority Overnight.
 - D. Retain, and maintain in operable condition, any sampling equipment reimbursed by the Agency for a period of at least two (2) years after purchase date. This provision shall survive the expiration or termination of this Contract.
6. **Responsibilities of Agency.** The Agency agrees to:
- A. Pay Contractor in accordance with Section 4 above.
 - B. Make wastewater testing results publicly available, once laboratory testing and statistical interpretation procedures are validated.
 - C. Provide Contractor with billable return labels, to be used to ship samples to the designated laboratory at no cost to the Contractor.
 - D. Provide the Contractor with sample packaging supplies.
7. **General Provisions.**
- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
 - B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
 - C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party.

The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

- D. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- E. Certificate of Good Standing.** The Contractor shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Contractor is authorized to conduct business in the State of Wyoming, if required (i.e., the Contractor is a private, non-governmental entity), before performing work under this Contract. Contractor shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.
- F. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.
- G. Entirety of Contract.** This Contract, consisting of eight (8) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- H. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.
- I. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Contract.
- J. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe

weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- K. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- L. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.
- M. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- N. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- O. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- P. Insurance Requirements.** Contractor is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a

member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.

- Q. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- R. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Contractor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- S. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- T. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- U. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- V. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- W. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- X. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

- Y. **Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

AGENCY:

Wyoming Department of Health

Michael A. Ceballos

Date

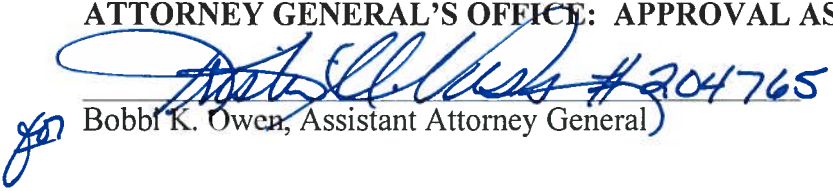
CONTRACTOR:

Town of Jackson

Pete Muldoon, Mayor

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

_____
Bobbi K. Owen, Assistant Attorney General

07-02-20
Date



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT:

PRESENTER: Roxanne Robinson

MEETING DATE: July 20, 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 a special Town Council meeting prior to July 24, 2020.
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 Resolutions 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.

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)

WITNESSETH

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

20th

(Date)

day of

July 2020

(Month)

(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

20th

(Date)

day of

July

(Month)

2020

(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 CategoryGovernment 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 other 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%

(Final Funding Percentage is Determined by Board Approved Amount)

% is auto calculated
(Amount Requested/Estimated Project Costs)

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.

SignatureDate

Larry Pardee, Town Manager

Name and Title (typed)

Applicant: Town of Jackson

CRG Request Type TOWN OF JACKSON COVID-19 RESPONSE

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?

Yes	No
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?

Yes	No
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?

Yes	No
X	

4. Will the funds be fully expended (not just encumbered) by December 30, 2020?

Yes	No
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.

Yes	No
	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 sanitizing 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.

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.

Public Information 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 sanitizing 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.

Remote meeting and telework infrastructure	100,000	
Public Noticing	10,000	
Additional meeting minutes advertising and Streaming	20,000	
Marketing support	40,000	
PPE and Mask Supplies	100,000	
Sanitizer and Related Bottling Supplies	20,000	
Facility UV Purification for HVAC	20,000	
Supplemental facility cleaning	30,000	
Portapotties	10,000	
Downtown Outdoor Distancing Infrastructure	50,000	
Office Remodel Expenses	50,000	
Payroll Expenses		
Public Safety - Patrol/CSO/Admin	150,000	compliance checks and code enf
Administration - Clerk/Administrators/PIO	130,000	special public meetings; public in
FMLA	20,000	
	750,000	

forcement at business establishments and public places; meetings with public; message board and communication; community updates; COVID tracking for PH and EOC; EOC meetings and duties

ons; translation services; EOC meetings and duties



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: JULY 16, 2020
MEETING DATE: JULY 20, 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 SUBDIVISION 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.

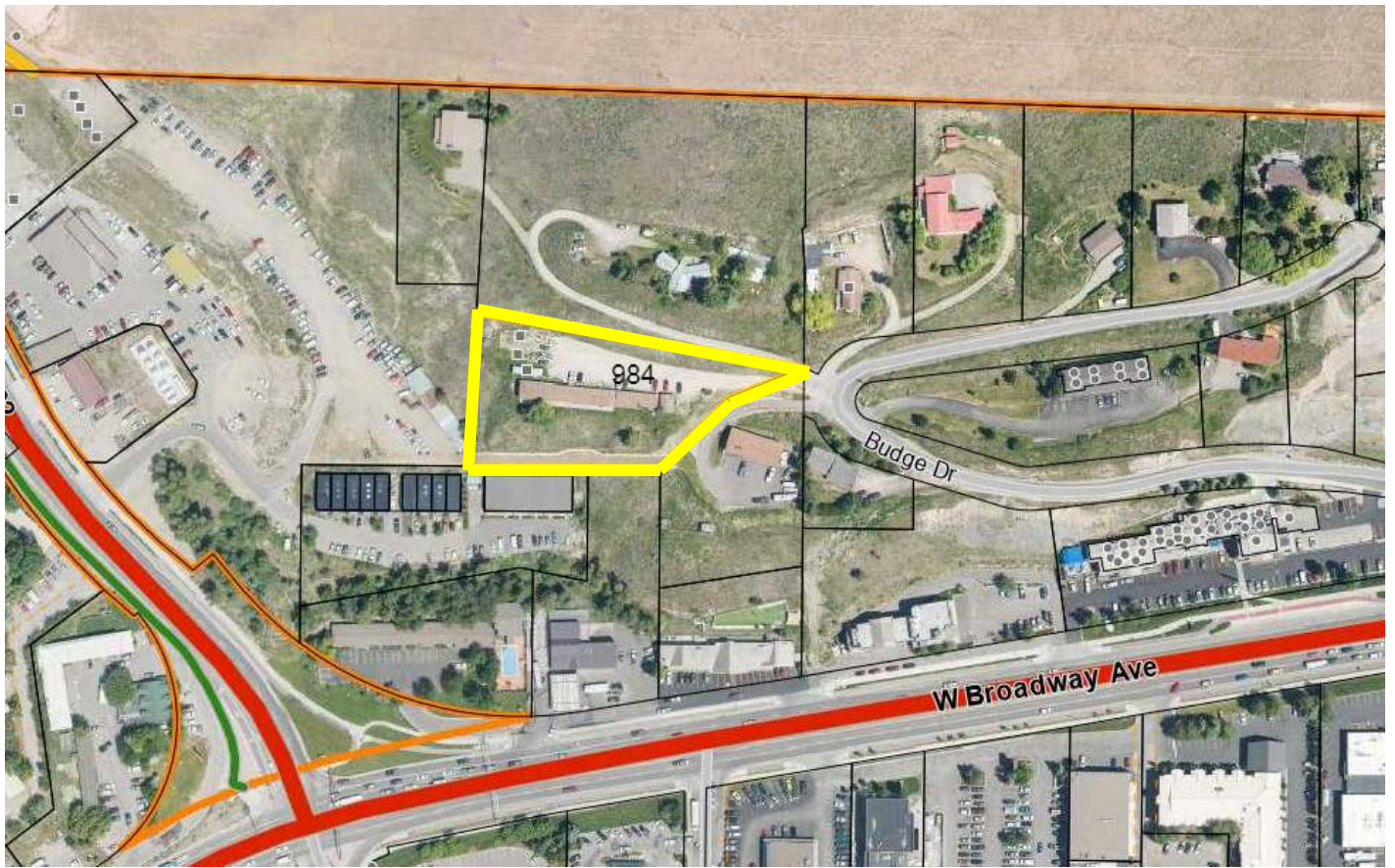
This item was continued from the last Council meeting on July 6, 2020 due to time constraints after the staff presentation and a few questions by Council. Staff added a discussion paragraph (highlighted in gray) related to the Town's ability to limit physical development to the already disturbed flatter areas. All other text is unchanged.

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:

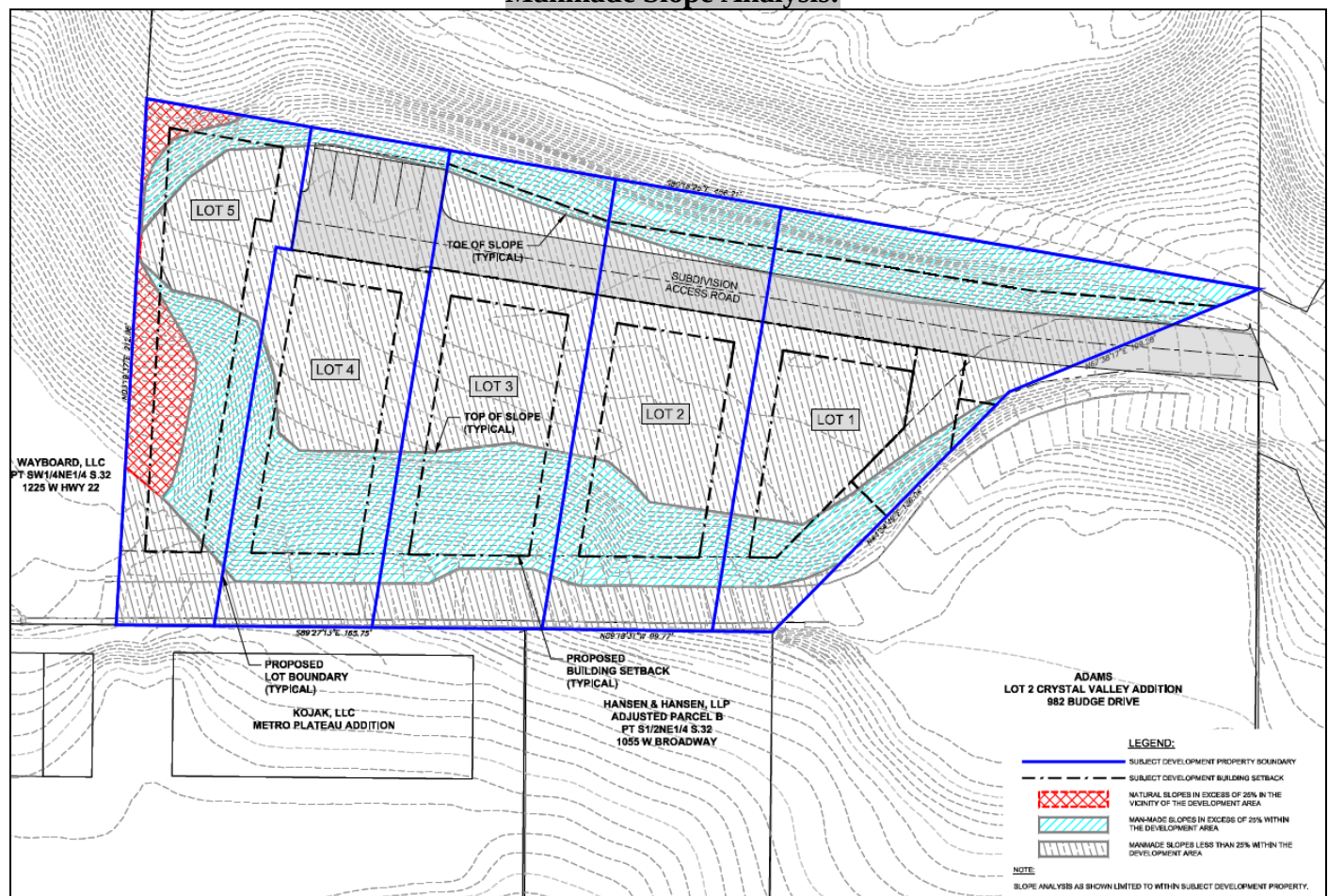


BACKGROUND

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.

On July 3, 2020, the Planning Director approved a Zoning Compliance Verification (ZCV) which determined that the majority of steep slopes over 25% (areas in blue below) were due to man-made activities in the 1960s and 1970s. This determination allows development on those man-made slopes over 25% without the need for a variance per LDR Section 5.4.1.B.1. Staff has attached the ZCV approval.

Manmade Slope Analysis:



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.

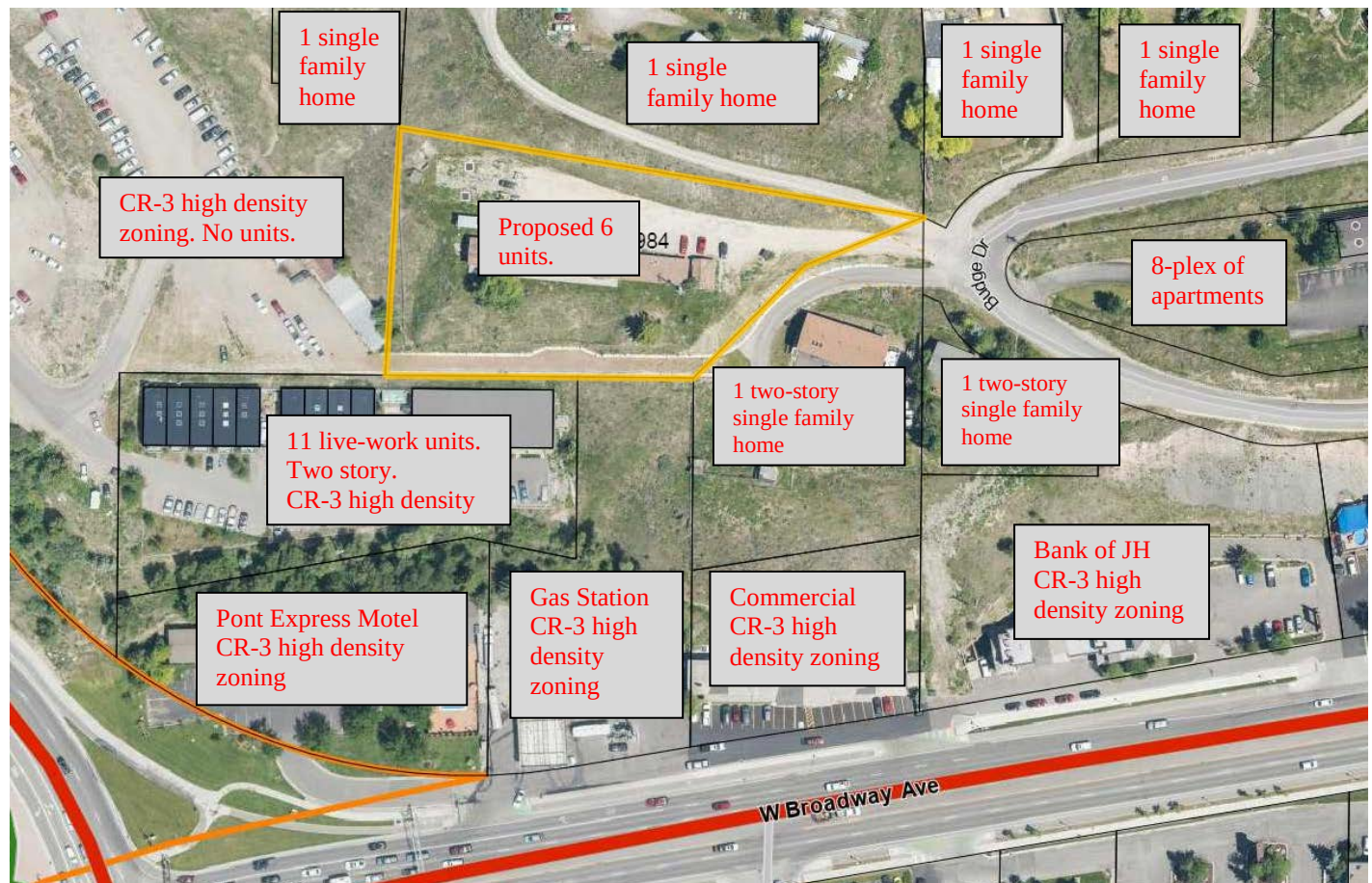
The building envelopes (as defined by the setbacks), which range in size from 3,500 – 4,500 sf, include both flat and sloped areas. The applicant's intent is to keep the majority of development within the flat areas of the site and out of the blue areas shown in the Manmade Slope Analysis on page 3 and in the attached supplemental site plan which shows their intended plan to development each lot. At this time the applicant is permitted to potentially disturb the areas in blue because the approved ZCV determined that these slopes over 25% are manmade. The red areas, however, cannot be disturbed unless a variance is granted because those are natural slopes over 25%. As a result of the applicant's plan to keep most future development out of the slopes over 25% (in blue), the actual buildable area on each lot would be much smaller than the building envelope range shown above at 3,500 – 4,500 sf. In reality, the buildable envelopes 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.

18-Month 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 within 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 during 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.

Town Council Follow-Up

At the July 6, 2020, Town Council meeting, staff was asked about the Town's ability to limit physical development to the flat areas of the site that are already disturbed. The general intent behind the question was geared toward preserving and protecting the steeper southern slopes shown in blue (see map on page 3). Staff

mentioned to the Council that the previously approved ZVC determined that the majority of slopes over 25% are manmade and do not require a variance if the applicant disturbs them. However, based upon the criteria for a Hillside CUP and findings for a CUP, the Council does have the ability to condition this approval so that future physical development stays within the already disturbed areas and does not encroach into the blue or red areas depicted in the site plan above, as further described below.

Under Criteria #1, the Hillside CUP requires the Town to consider the criteria of “the amount of terrain disturbance related to the otherwise allowable or conditioned uses for the property and the proposed mitigation efforts.” This means that the amount and location of terrain disturbance can be conditioned, or limited, as a mitigation effort to reduce hillside disturbance of steep slopes. In addition, there is no guarantee that an owner can use their entire property when an approval is subject to a Hillside CUP. The purpose and intent of the hillside CUP, and CUP process in general, is to consider uses that are generally compatible with the surrounding area but require additional consideration of their impacts which can be greater than uses that don’t require a CUP. Limiting future site disturbance to the existing flat areas would not be an unreasonable condition of approval and the applicant would still have reasonable use of their property.

Under Criteria #4 and the regular CUP findings, visual impacts must be minimized. The Council could use its discretion to say they believe additional protections (other than staff recommendations thus far) are needed to ensure that future development will minimize visual impacts on this sensitive site – especially since any attempt at moving the future structures farther down the hillside into the steep slopes will likely increase the amount of prohibited sky-lining of the future houses. Even with the restriction, staff finds that the applicant will still have reasonable use of their property.

Possible Condition of Approval: All future disturbance and physical development shall be limited to the existing flat, disturbed areas that are identified as “manmade slopes less than 25% within the development area” on the Manmade Slope Analysis map on page 3. The areas in the slope analysis site plan depicted in blue and red shall not be disturbed.

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 mostly on the flatter disturbed areas of the site with minimal disturbance to portions of the site with manmade slopes over 25%. Because the applicant will not be disturbing portions of the site with natural steep slopes, staff finds the proposal to be 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. 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
ZCV for Manmade Slopes
Proposed Development of Each Lot

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 July 20, 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 July 20, 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
It's About People, Trust and Know How

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	FAR 2 units	FAR 3 units
		0.3	0.35	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 access 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 Lane 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**







1024 US-89
Jackson, Wyoming

Google

Street View



Google



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 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

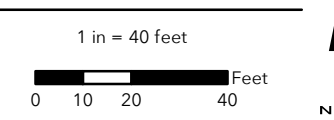
Bluffs Development
Group, LLC
WILDLIFE REVIEW
984 Budge Drive
Jackson, WY 83001

Legend

- Subject Property
- Proposed Lot Boundaries
- Lots & Parcels
- Roads

Sources

Teton County
- Aerial Imagery, June 2019
- Ownership Boundaries
- Roads
Jorgenson Associates
- Proposed Lot Boundaries



February 04, 2020

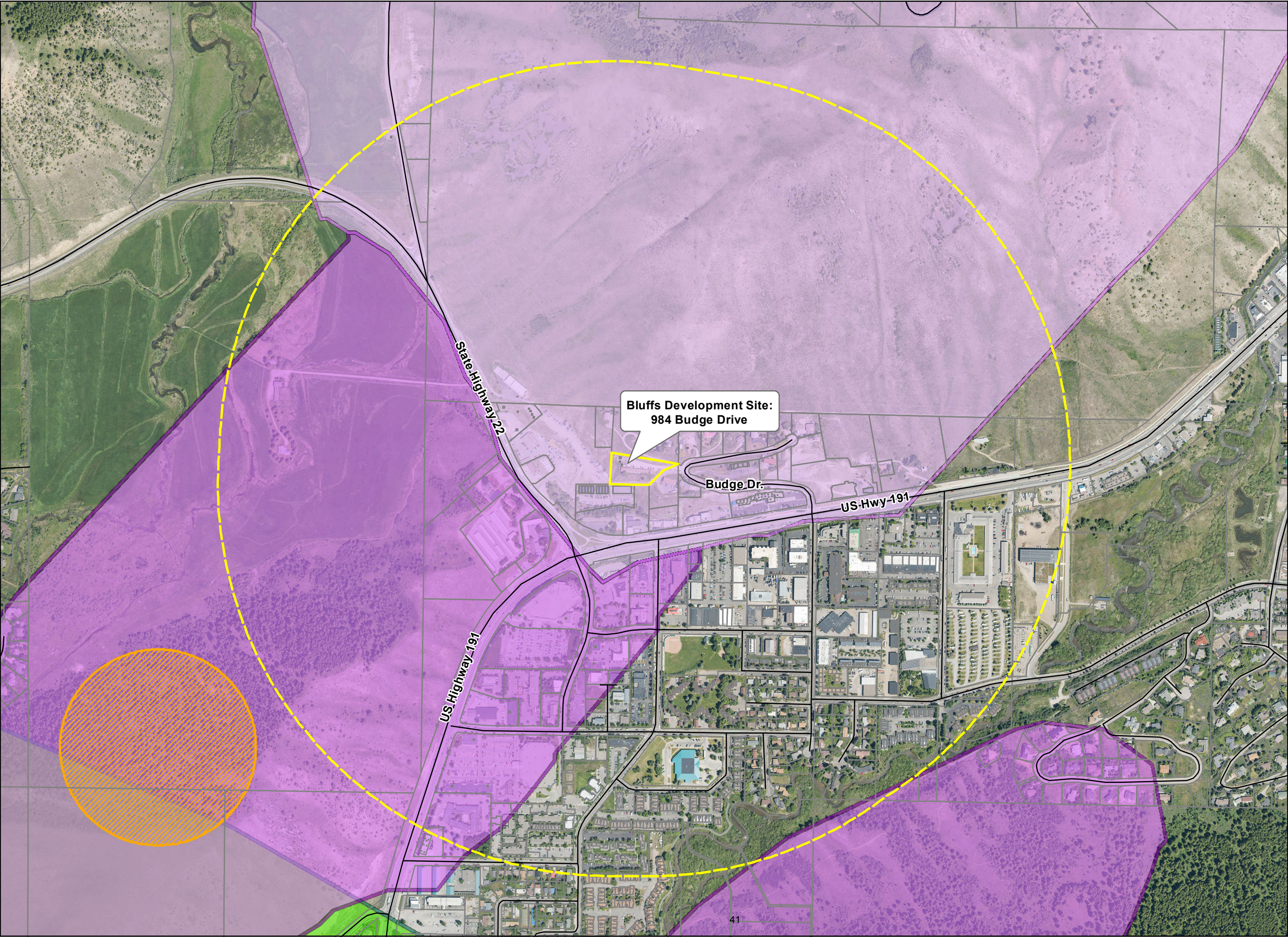


FIGURE 2

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

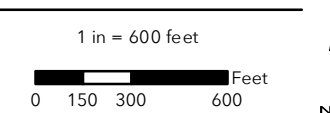
Sources

Teton County

- Aerial Imagery, June 2019
- Ownership Boundaries
- Roads

WGFD

- Big Game Crucial Ranges and Migration Routes
- Bald Eagle Nest Buffer



February 04, 2020

ALDERENVIRONMENTAL

water | wetlands | ecological consulting

Jackson, WY alderenvironmental.com

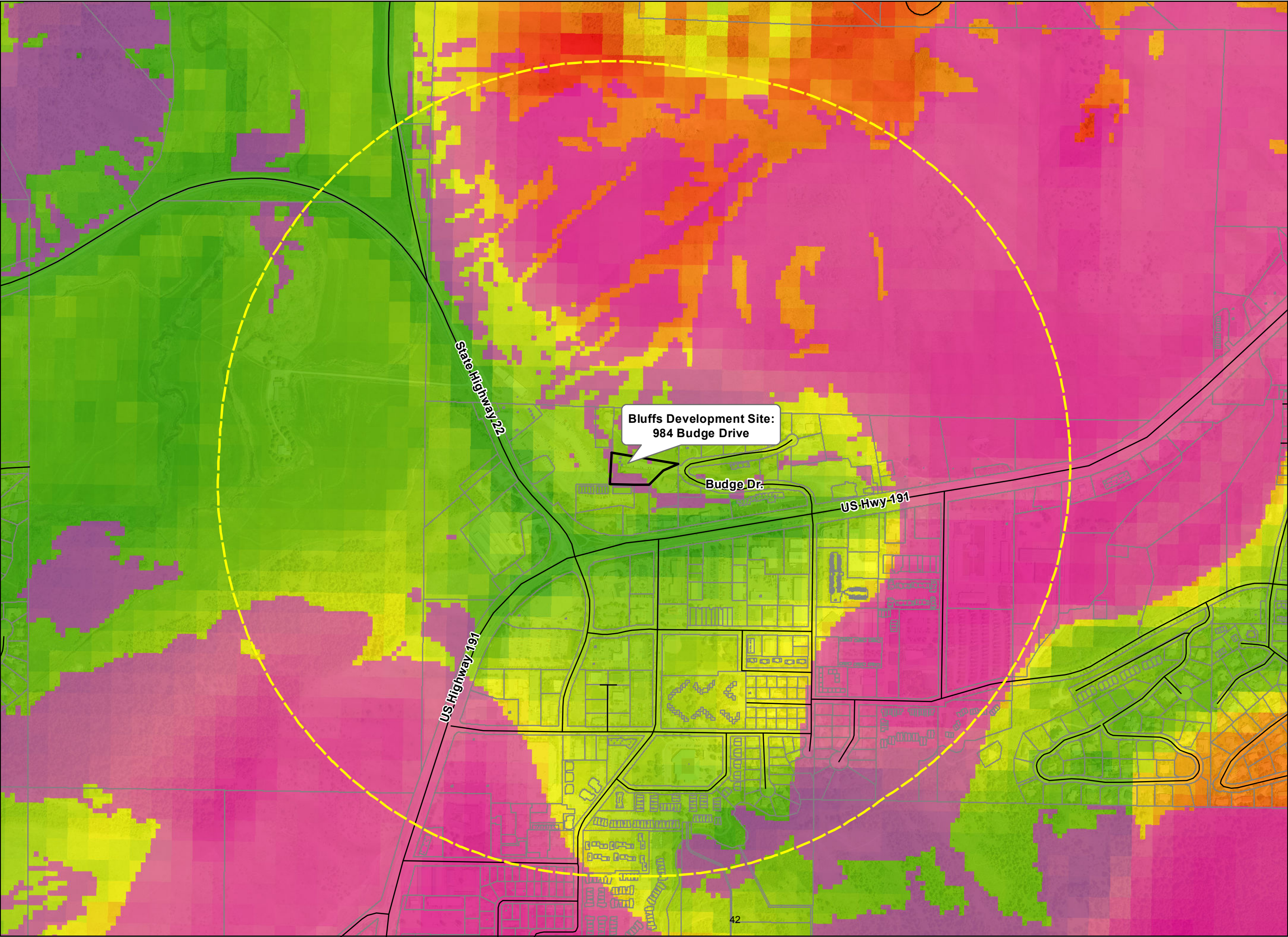
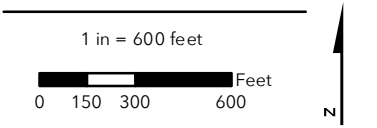


FIGURE 3
Focal Species Habitat
& TSS/WYDOT
Mule Deer Ranges
Bluffs Development
Group, LLC
WILDLIFE REVIEW
984 Budge Drive
Jackson, WY 83001

- 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

- 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 Kernel Density and Utilization Distribution



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:

<u>UNIT TYPE</u>	<u># OF UNITS</u>	X	<u>PERSONS HOUSED PER UNIT</u>	<u>PROJECTED POPULATION</u>
STUDIO	<u>0</u>		1.25	<u>0</u>
1 BEDROOM	<u>0</u>		1.75	<u>0</u>
2 BEDROOM	<u>1</u>		2.25	<u>2.25</u>
3 BEDROOM	<u>0</u>		3.00	<u>0</u>
4 BEDROOM	<u>5</u>		3.75	<u>18.75</u>
5 BEDROOM	<u>0</u>		4.50	<u>0</u>
EACH ADDITIONAL BEDROOM	<u>0</u>		0.50	<u>0</u>
DORMITORY	<u>0</u>		1 per 150 sf of net habitable area	<u>0</u>
TOTAL				<u>21</u>

5. CALCULATE REQUIRED PARK ACREAGE:

$$\underline{21} \text{ TOTAL PROJECTED POPULATION} \times \frac{\underline{9 \text{ ACRES}}}{1000 \text{ RESIDENTS}} = \underline{0.189} \text{ REQUIRED ACRES}$$

6. CALCULATE CASH-IN-LIEU:

$$\underline{0.189} \text{ REQUIRED ACRES} \times \$100,000 \text{ (VALUE OF LAND)} = \$ \underline{18,900} \text{ CASH-IN-LIEU}$$

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
.020 ACRES PER UNIT SINGLE & TWO-FAMILY		984 Budge Drive, Jackson WY <u> </u>		<u>.10</u>
.015 ACRES PER UNIT MULTI-FAMILY		<u>0</u>		<u>0</u>

5. CALCULATE CASH IN-LIEU:

$$\frac{0.10}{\text{LAND DEDICATION STANDARD}} \times \$100,000 \text{ (VALUE OF LAND)} = \$ \frac{18,900}{\text{CASH-IN-LIEU}}$$

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

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

OWNER:

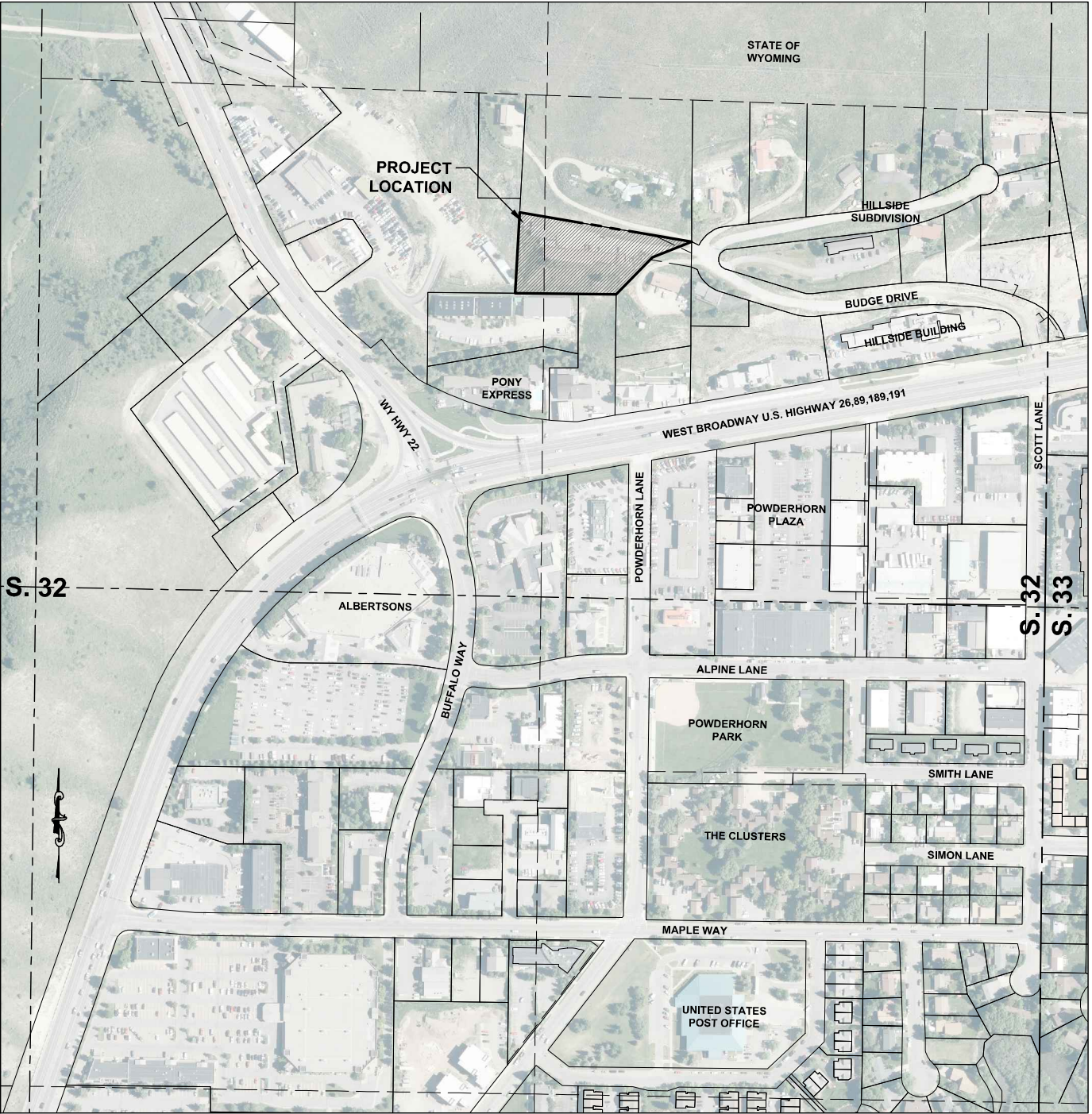
Bluffs Development Group, LLC
P.O. Box 551 / 984 Budge Drive
Jackson, Wyoming 83001

CIVIL ENGINEER:

Jorgensen Associates, Inc.
P.O. Box 9550 / 1315 S. HWY 89, Suite 203
Jackson, Wyoming 83002
307.733.5150

ARCHITECT:

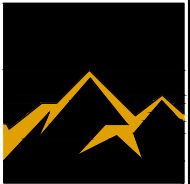
Schopfer Associates, LLC
400 Commonwealth Ave
Boston, MA 02215
617.262.1410



VICINITY MAP
1" = 200'
FOR 22x34 PRINTS

SHEET INDEX

C0.1	COVER, VICINITY MAP, SHEET INDEX
C0.2	EXISTING CONDITIONS
C1.1	SITE PLAN



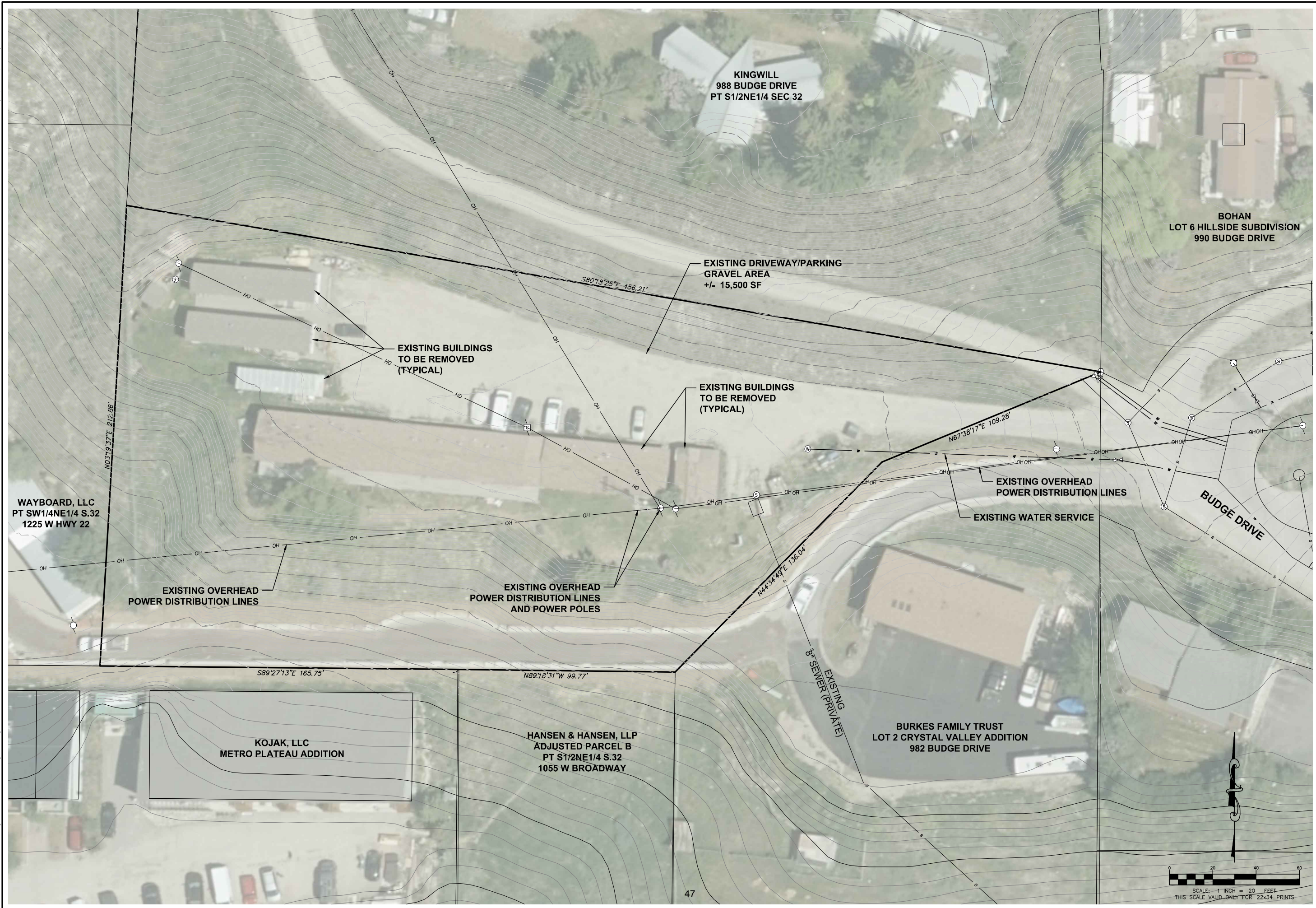
JORGENSEN
JACKSON, WYOMING
307.733.5150
www.jorgensenassociates.com

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





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

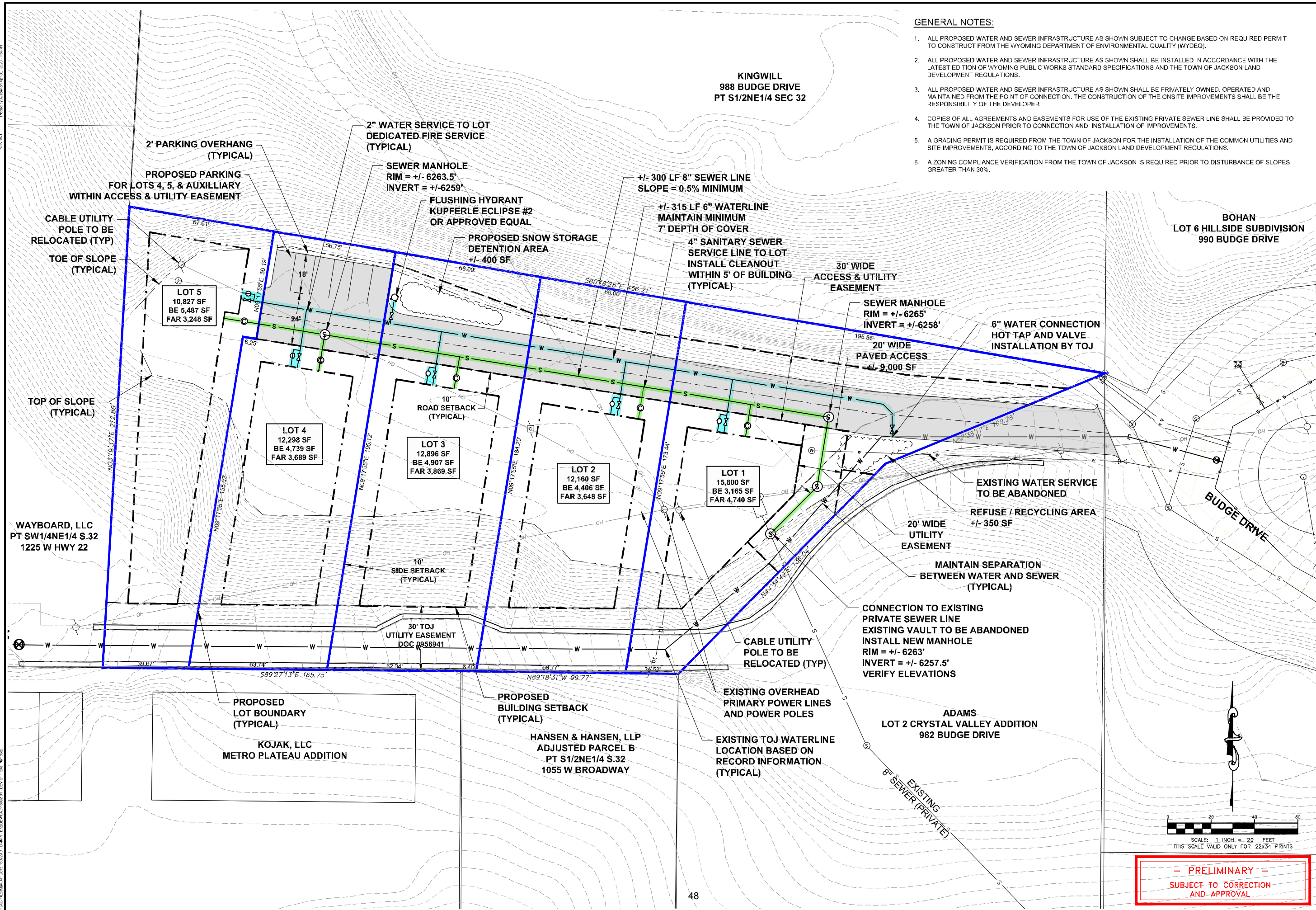
SHEET TITLE:
EXISTING CONDITIONS

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

10/10/2019 10:00 AM 10/10/2019 10:00 AM 10/10/2019 10:00 AM

10/10/2019 10:00 AM 10/10/2019 10:00 AM 10/10/2019 10:00 AM



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%.



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

SCALE: 1 INCH = 20 FEET
THIS SCALE VALID ONLY FOR 22x34 PRINTS

- PRELIMINARY -
SUBJECT TO CORRECTION
AND APPROVAL

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

March 10, 2017

Mr. Dennis Callaghan
45 River Avenue
Monmouth Beach, NJ 07750

RE: PRELIMINARY SLOPE STABILITY ANALYSIS, 984 BUDGE DRIVE, JACKSON, WYOMING

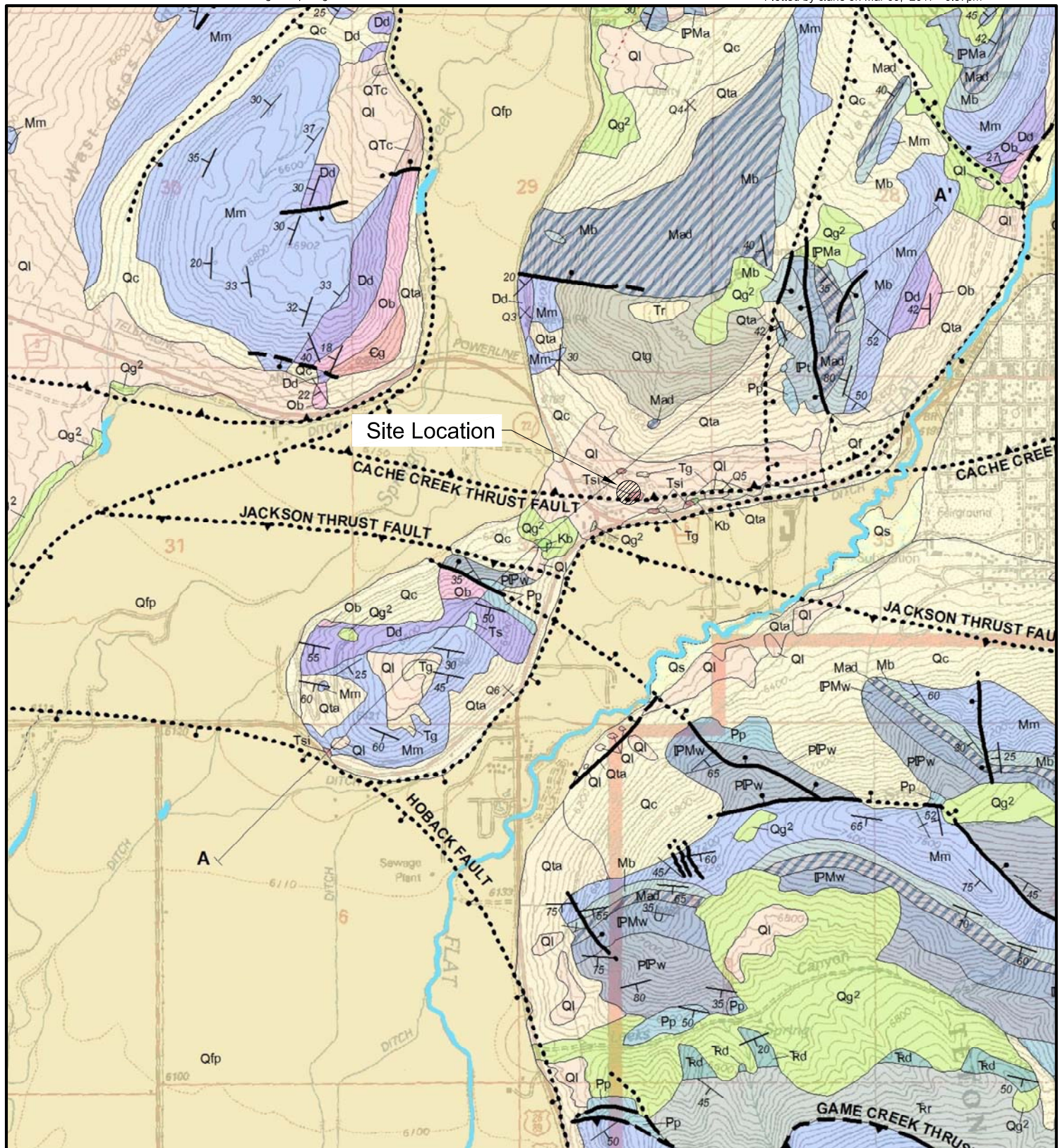
Dear Mr. Callaghan:

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.



SCALE: 1 INCH = 2000 FEET
THIS SCALE VALID ONLY FOR 8.5x11 PRINTS

Map symbols:

Ql - Loess
Tsi - Shooting Iron Formation
Tg - Gray Basalt
Qta - Talus
Qc - Colluvium

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:
Figure 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 $\tan(\phi')$ 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 $\frac{1}{2}PGA$, 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 ($FS \geq 1.5$ for static and $FS \geq 1.1$ 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

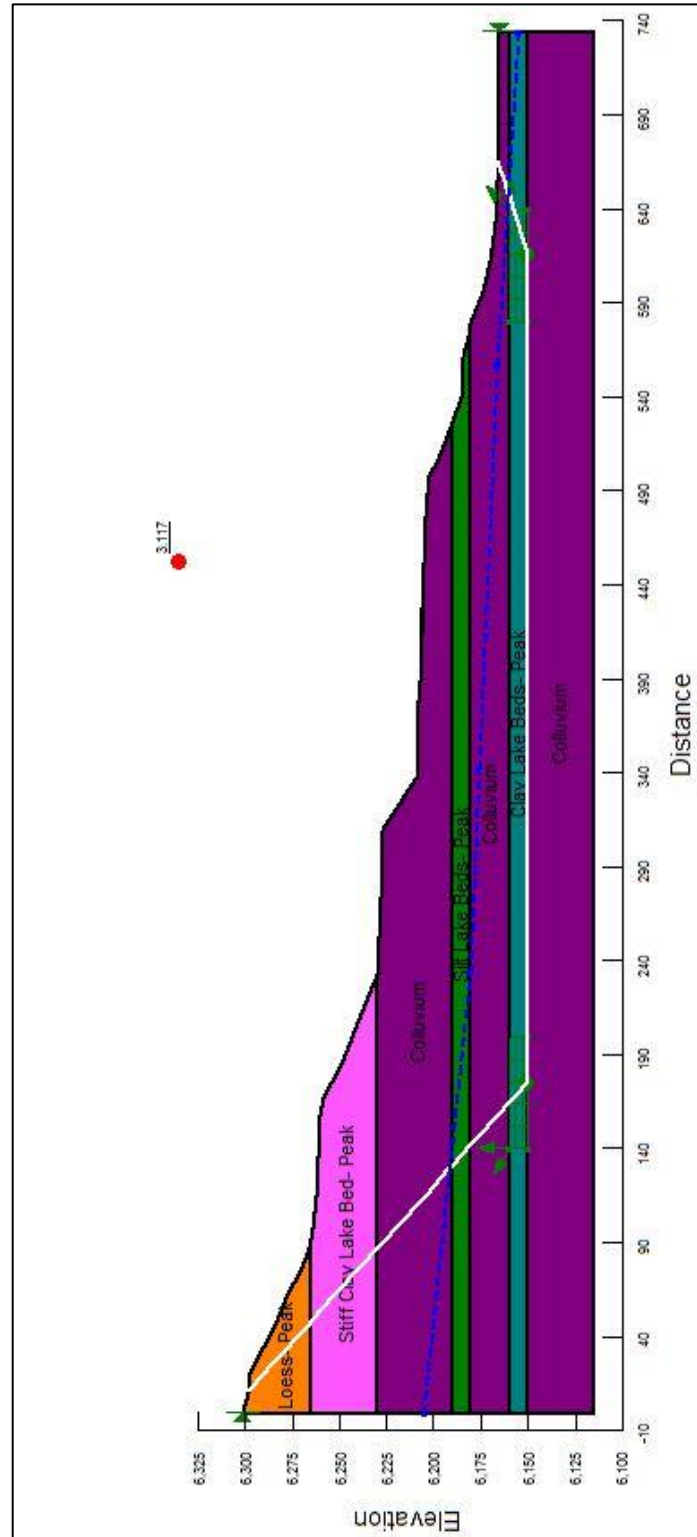


Figure 3: Cross-Section A-A'

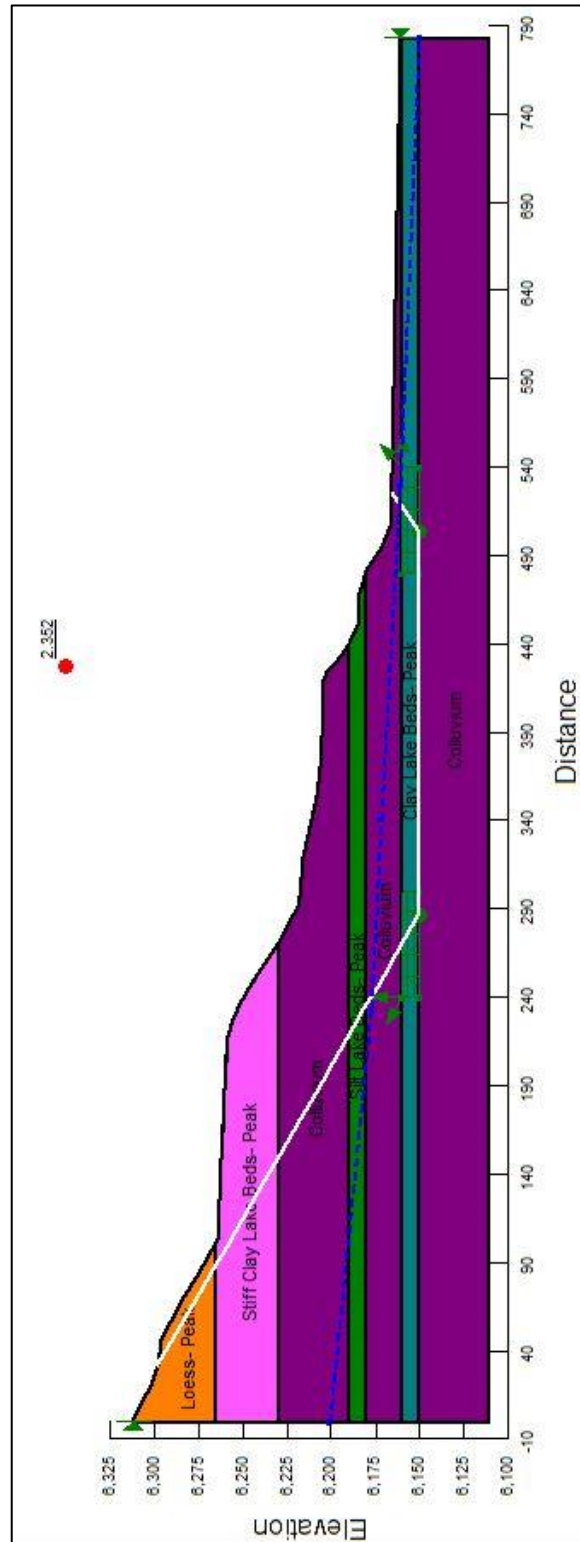


Figure 4: Cross-Section B-B'

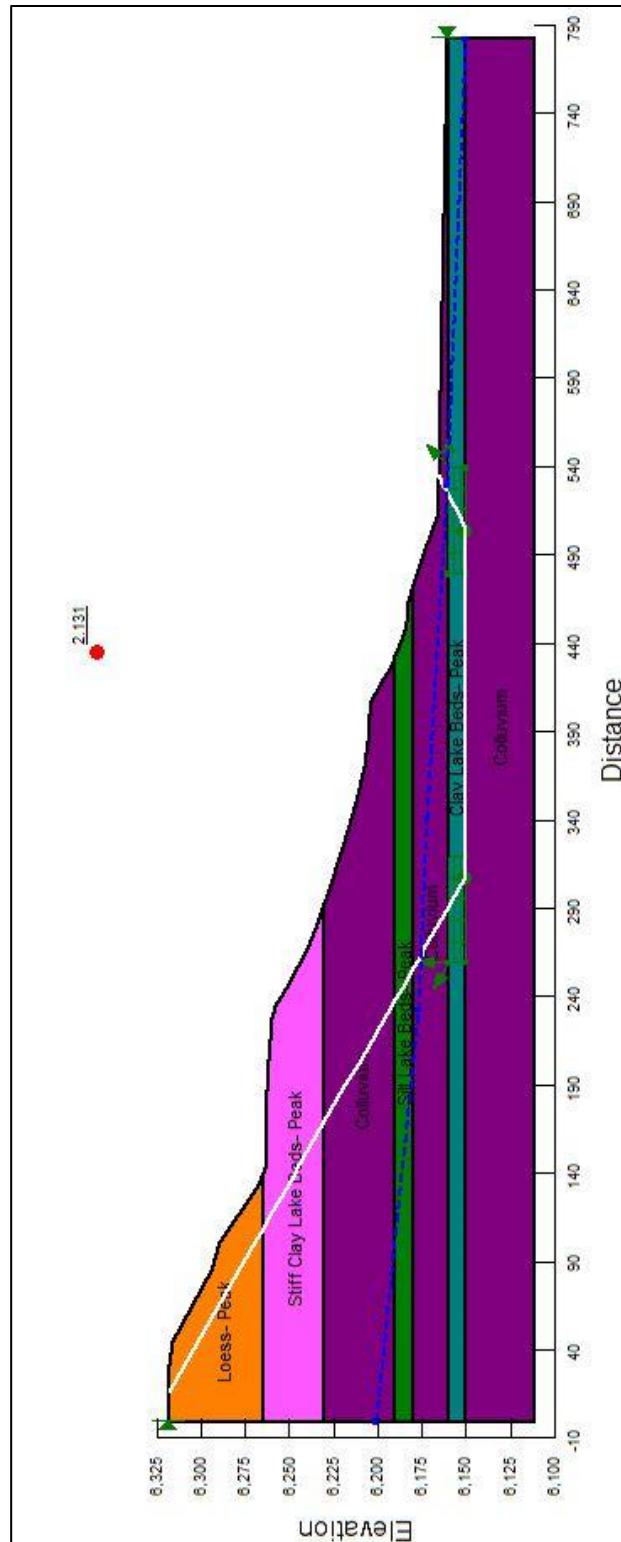


Figure 5: Cross-Section C-C'

March 10, 2017

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

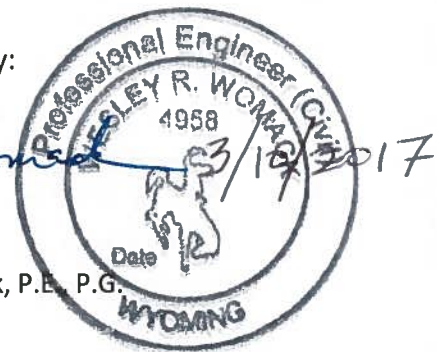


Colter H. Lane, P.E., M.S.

Reviewed by:



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
Jackson, WY 83002**

April 23, 2019

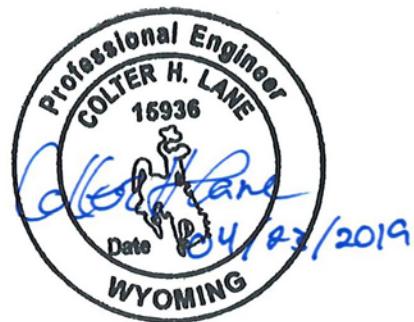


TABLE OF CONTENTS

1.0	INTRODUCTION	1
2.0	PROPOSED CONSTRUCTION.....	2
3.0	REPORT METHODOLOGY	2
3.1	Summary of Previous Subsurface Exploration.....	2
3.2	Helical Pier Test Probe Methodology	3
3.3	Report Preparation	3
4.0	Earthquakes and Seismicity	6
5.0	GEOLOGICAL AND GEOTECHNICAL HAZARDS	7
5.1	Collapsible Soils.....	7
5.2	Expansive Soils	7
5.3	Seismic Hazards.....	7
6.0	ENGINEERING ANALYSIS.....	8
6.1	Settlement	8
6.2	Swell	8
6.3	Lateral Pressures.....	8
6.3.1	Active Pressures	9
6.3.2	At-Rest Pressures	9
6.3.3	Passive Pressures	9
6.4	Helical Pier Evaluation	10
6.4.1	Test Probe Piers Results.....	10
6.4.2	Verification Tests Results.....	11
7.0	RECOMMENDATIONS	12
7.1	General Foundation Recommendations.....	12
7.1.1	Helical Pier Design Recommendations	12
7.1.2	Helical Pier Construction Recommendations	13
7.1.3	Helical Pier Construction Testing.....	13
7.2	Foundation Drains.....	13
7.3	Excavation and Cut Slope Stability.....	15
7.4	Final Backfilling and Grading.....	15
7.5	Interior Slabs-on-Grade	16
7.6	Exterior Slabs-on-Grade.....	17
7.7	Ventilation and Radon	17
7.8	Reinforcing, Utilities, Testing, and Concrete Considerations	17
7.9	Observations during Construction.....	17
8.0	LIMITATIONS.....	18
9.0	REFERENCES.....	18

LIST OF FIGURES

Figure 1: Site Location and Geologic Map	4
Figure 2: Helical Pier Test Probe and Borehole Location Map	5
Figure 3: Foundation Drain Alternatives.....	Error! Bookmark not defined.

LIST OF TABLES

Table 6-1: Lateral Pressure Parameters for Loess and Colluvium Mixture	9
Table 6-2: Helical Pier Verification Test Results Summary	11

LIST OF APPENDICES

Appendix A: U.S. Seismic Design Maps Summary Report	
Appendix B: Helical Pier Test Probe Observation Forms and Plots	
Appendix C: Helical Pier Verification Test Results	

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).

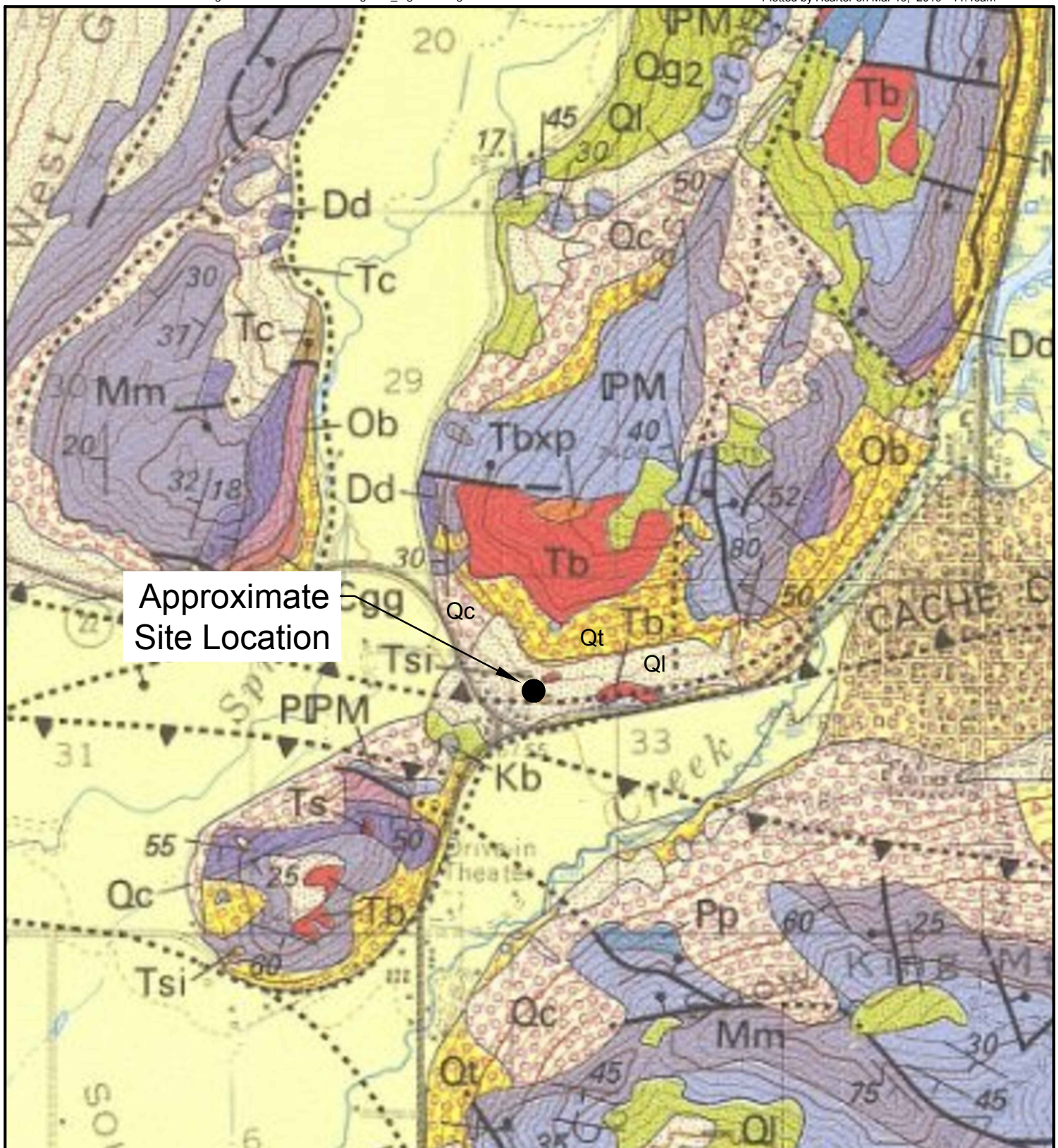
Ultimate capacity of the piers is related to the torque by an “empirical installation torque coefficient”, or k_t . The measured torque is multiplied by k_t in order to determine the *ultimate* capacity of the pier. A factor of safety (FS) is then applied to the ultimate capacity of the pier to determine 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:

$$Q_u = Q_{\text{Design}}(\text{FS}) \qquad Q_u = k_t(T)$$

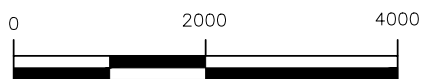
Our experience with helical piers installed in similar soils in the Jackson Hole area indicate the theoretical k_t value of 10 suggested in the available literature may be slightly overestimated. Ultimate capacities have been determined by JG using the Davisson Method in the past by conducting verification 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.



Approximate
Site Location



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

DRAFTED BY: HC
REVIEWED BY: CHL
PROJECT NUMBER
16092

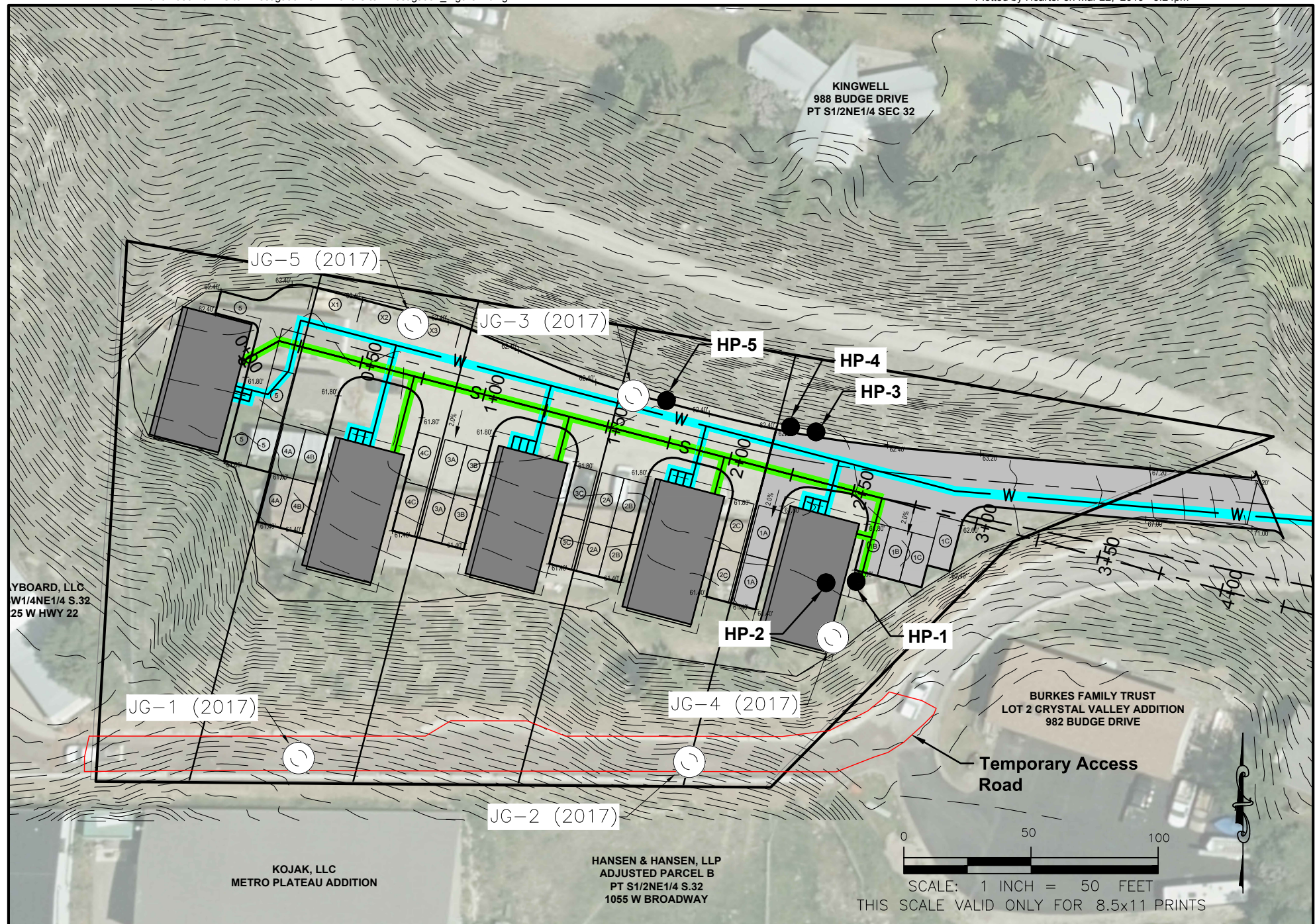
SHEET TITLE:
Figure 1
Site Location and
Geologic Map

PROJECT TITLE:
Geotechnical Site Investigation
984 Budge Drive
Jackson, Wyoming



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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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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	$K_o = 0.50$ $K_a = 0.33$ $K_p = 3.00$	65 pcf 43 pcf 390 pcf
Earthquake Conditions Level Backfill	$K_{ae} = 0.41$ $K_{pe} = 2.79$	53 pcf 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 $\frac{1}{2}$ of the maximum design acceleration (Hynes and Franklin, 1984). We have calculated equivalent fluid pressures using a horizontal acceleration k_h of 0.115g ($\frac{1}{2}$ 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., $\frac{1}{2} (\gamma K_{ae} - \gamma K_a)H^2$ 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

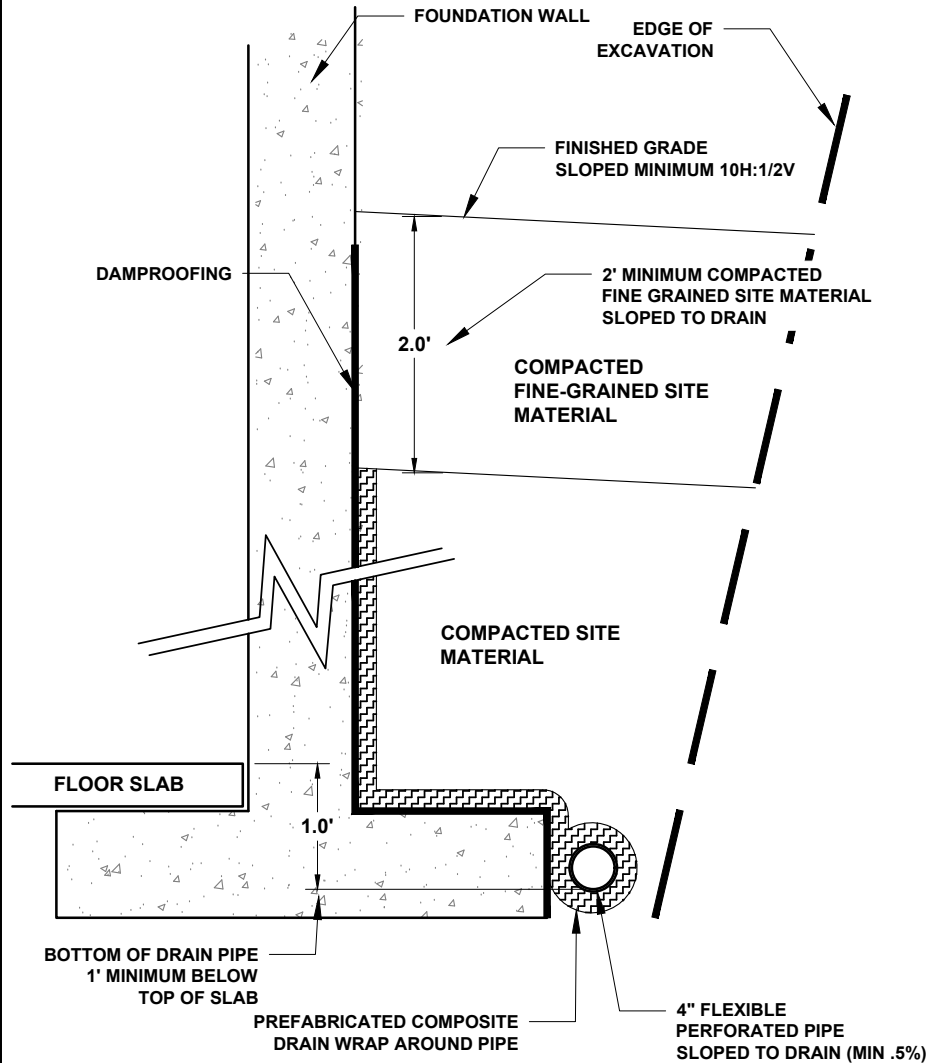
Due to the moisture sensitivity and poor drainage properties of site soils, proper drainage is important throughout the entirety of the project site. We recommend constructing foundation drains at the base of foundation elements. Damp proofing, rather than water proofing, will be adequate for foundation walls at this site.

Two drainage alternatives are illustrated in Figure 3 and are described as follows:

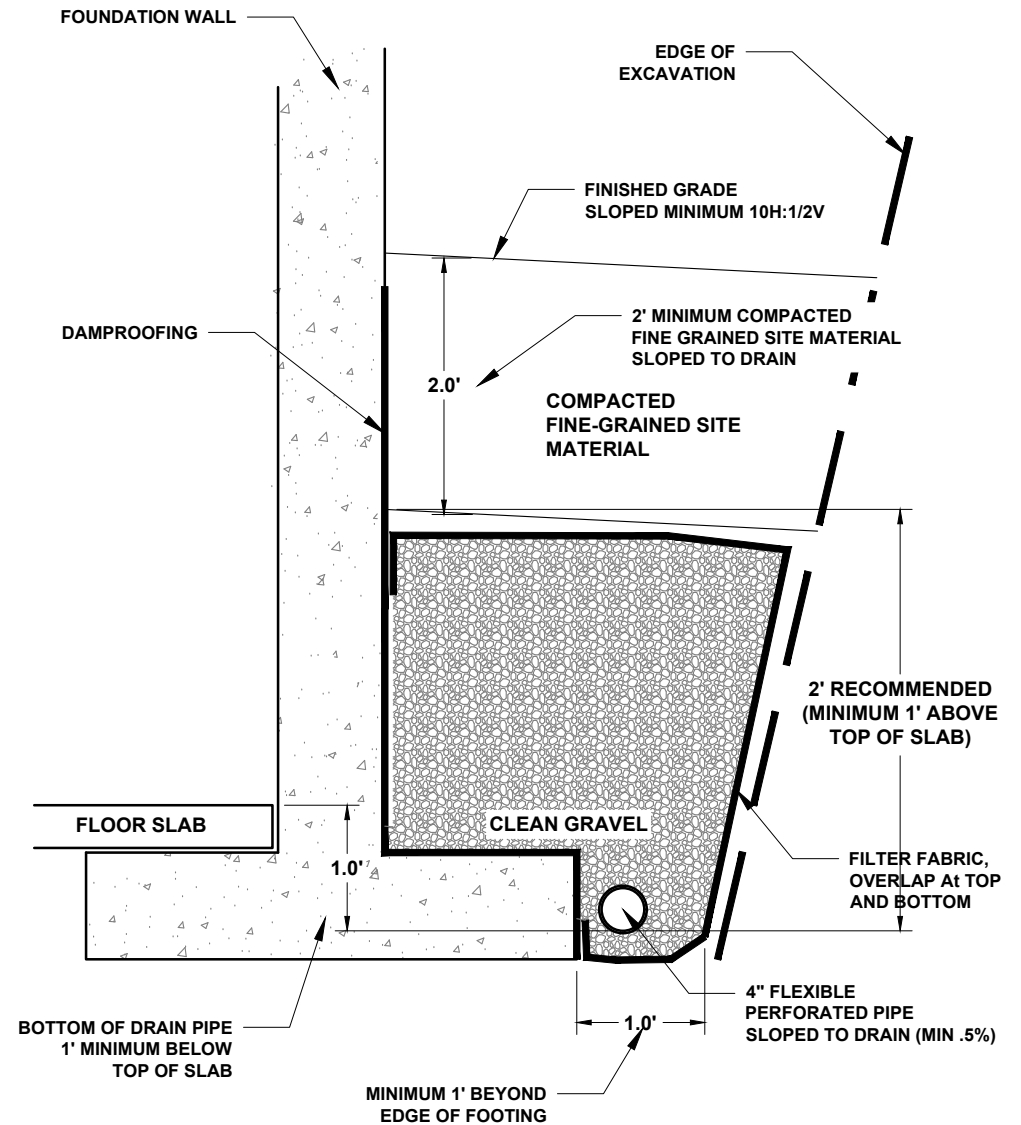
1. One alternative is a prefabricated composite drain, which consists of an open wick layer laminated to filter fabric to reduce infiltration of soil. The exterior of the wall is damp-proofed and the drain is laid against the damp-proofing layer. The excavation is backfilled

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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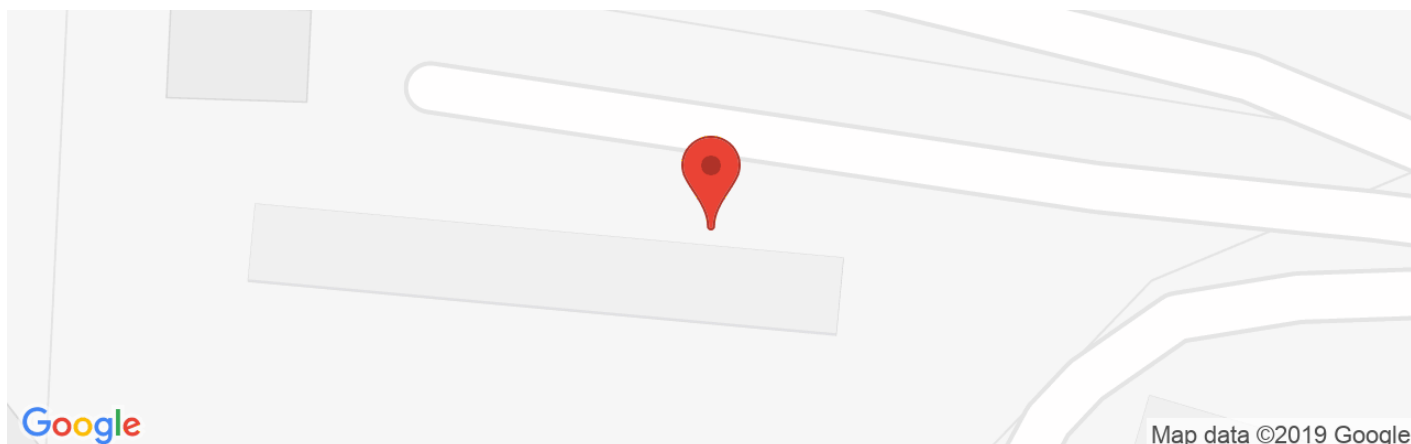
APPENDIX A:

U.S. Seismic Design Maps and Summary Reports



984 Budge Drive

Latitude, Longitude: 43.47517634, -110.78684913

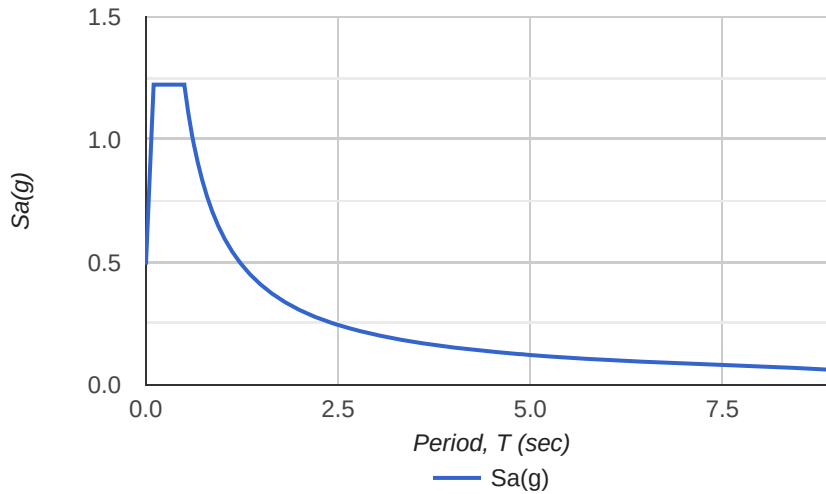
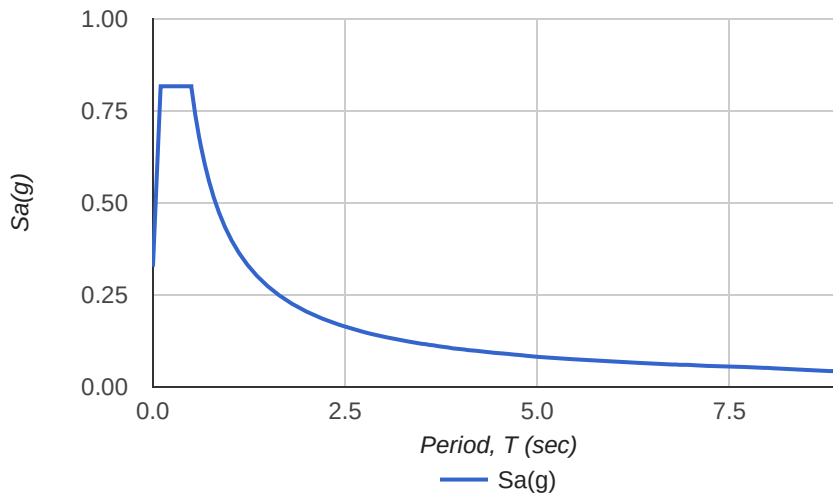


Date	3/21/2019, 2:16:13 PM
Design Code Reference Document	ASCE7-10
Risk Category	II
Site Class	D - Stiff Soil

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
S_{SRT}	1.2	Probabilistic risk-targeted ground motion. (0.2 second)
S_{SUH}	1.364	Factored uniform-hazard (2% probability of exceedance in 50 years) spectral acceleration
S_{SD}	1.753	Factored deterministic acceleration value. (0.2 second)
S_{1RT}	0.366	Probabilistic risk-targeted ground motion. (1.0 second)
S_{1UH}	0.42	Factored uniform-hazard (2% probability of exceedance in 50 years) spectral acceleration.
S_{1D}	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****DISCLAIMER**

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APPENDIX B:

Helical Pier Test Probe Observation Forms and Plots



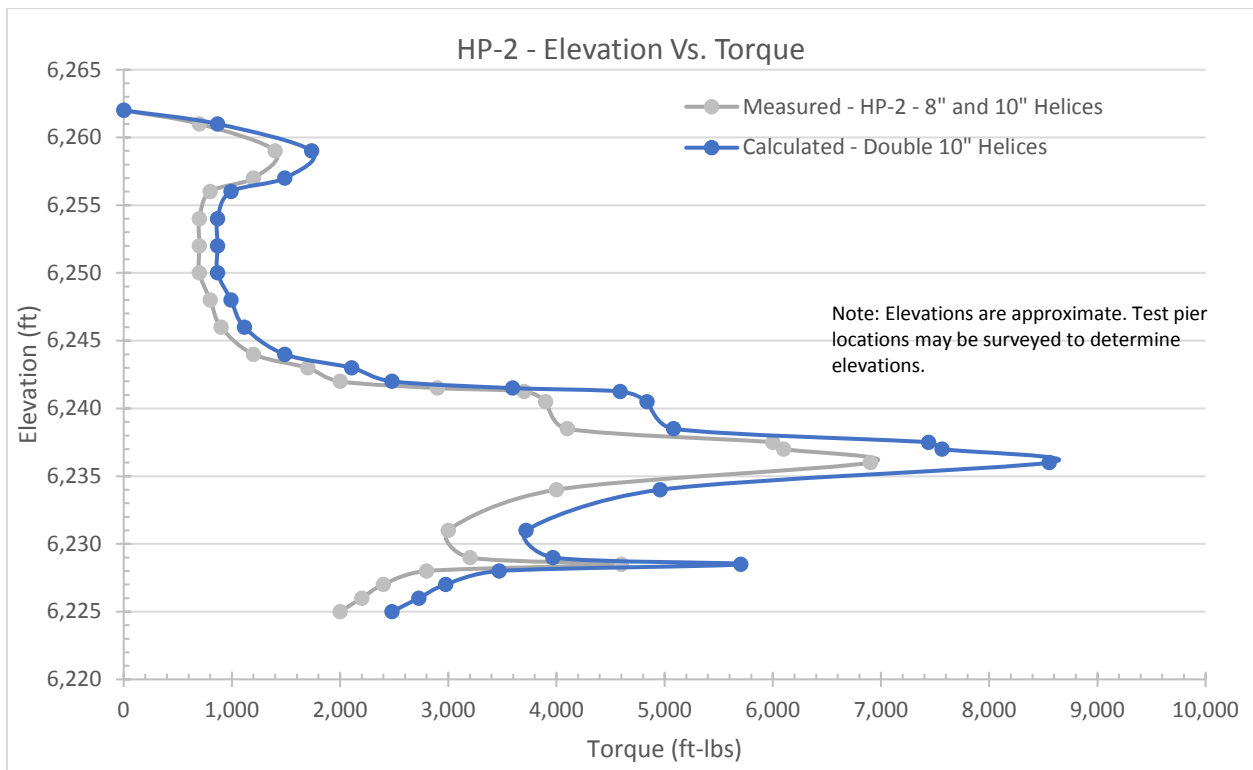
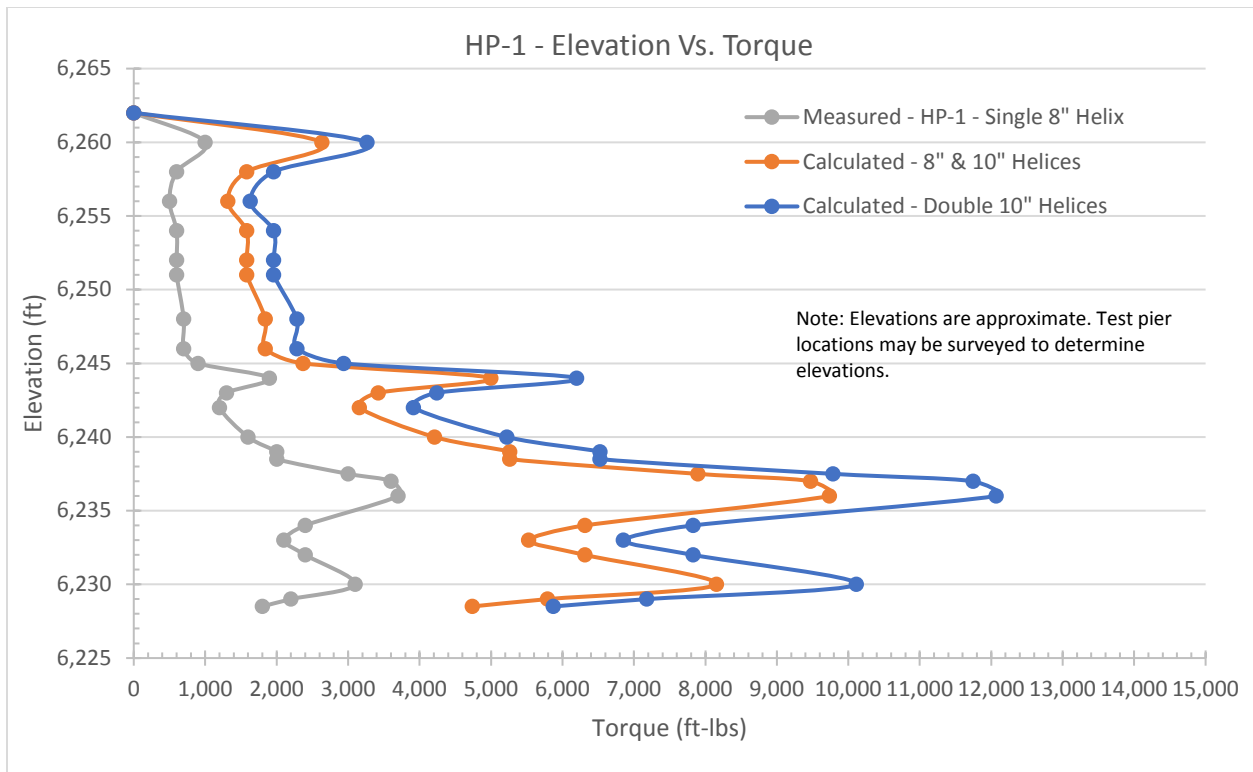
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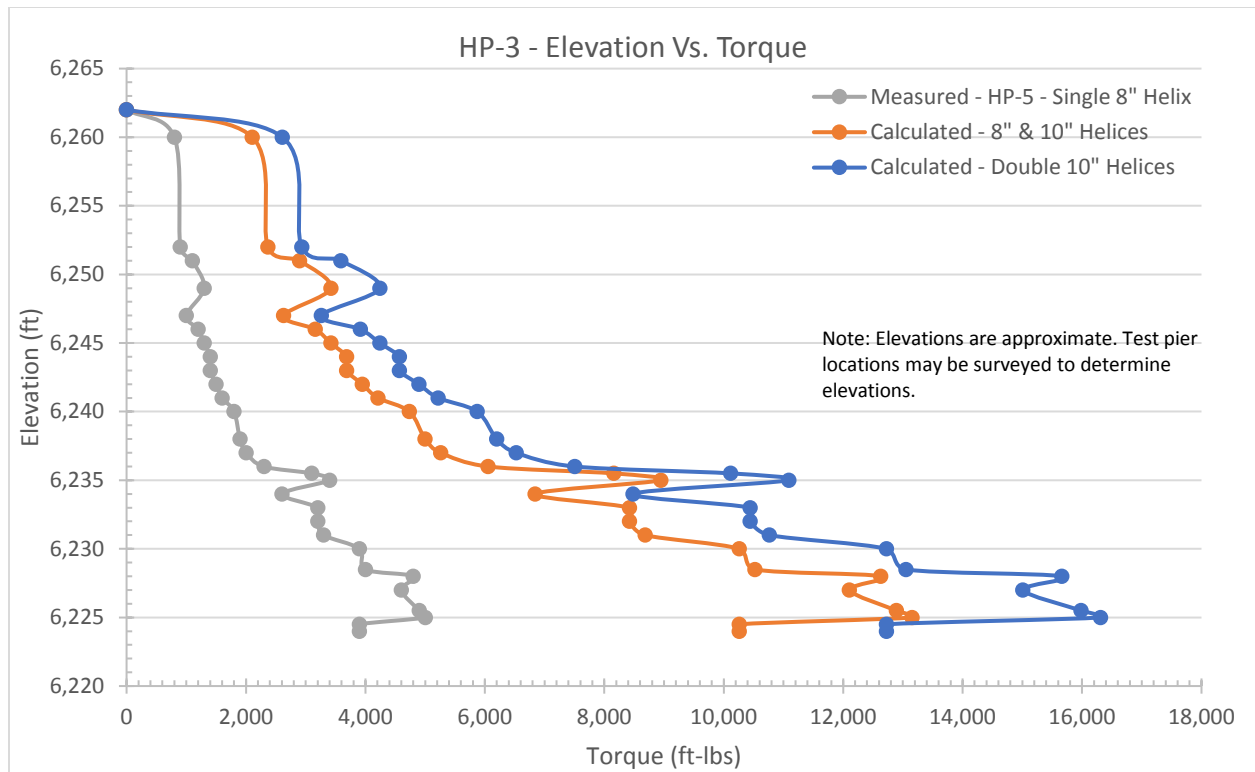
GEOTECHNICAL, LLC

PO Box 9550 · 1315 HWY 89 S., Suite 201
Jackson, WY 83002
PH: 307.733.5150
www.jorgeng.com

1/1

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



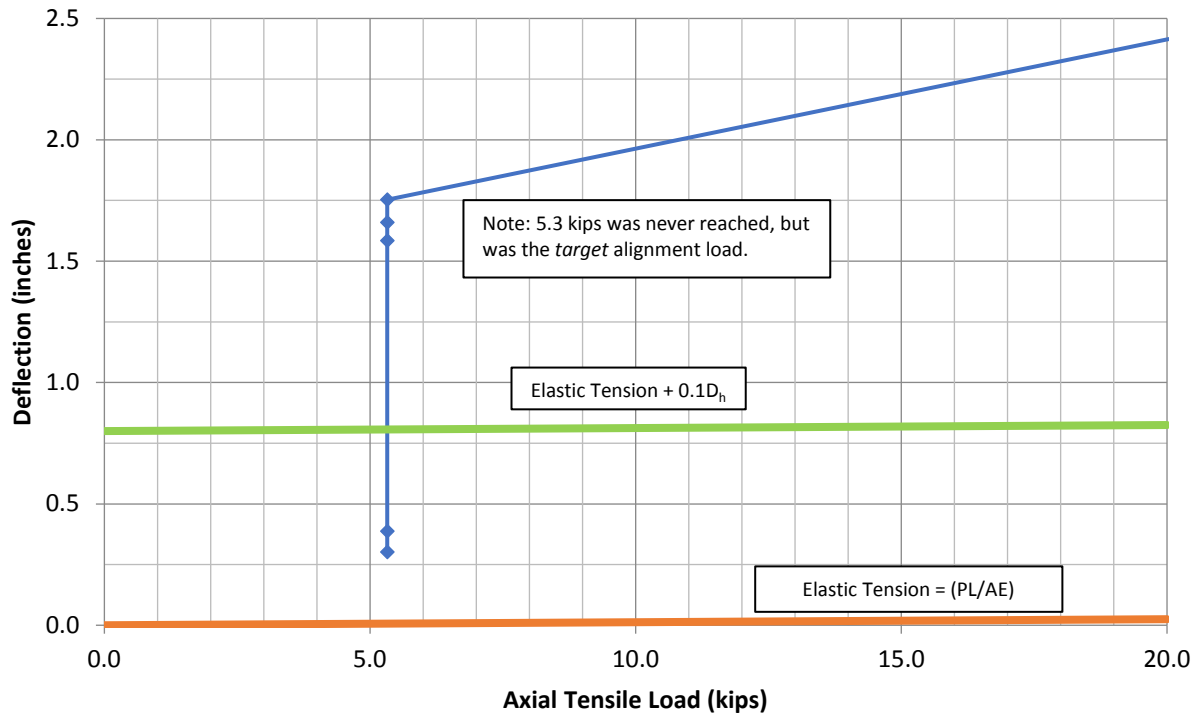


APPENDIX C:

Helical Pier Verification Test Results

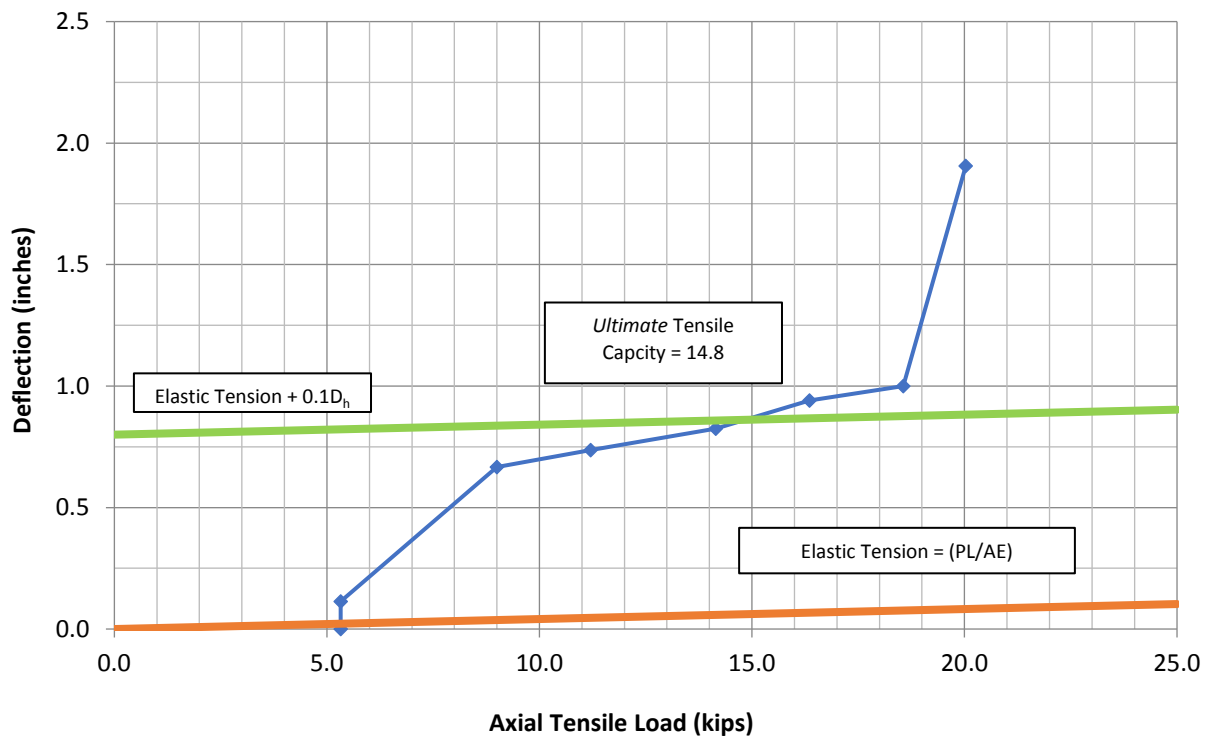
Tension Load Test: HP-1 - 984 Budge Drive

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

TABLE OF CONTENTS

1.0	INTRODUCTION	1
2.0	PROPOSED CONSTRUCTION	3
3.0	INVESTIGATION PROCEDURE.....	3
3.1	Field Investigation	3
3.2	Laboratory Analyses.....	4
3.3	Report Preparation	4
4.0	SITE CONDITIONS	6
4.1	Site Description	6
4.2	Historical Information	6
4.3	Geology	6
4.4	Soil Descriptions.....	9
4.4.1	Lacustrine (Lakebed) Deposits	9
4.4.2	Alluvium	11
4.4.3	Colluvium and Debris Flows.....	12
4.4.4	Loess (with Colluvium)	12
4.5	Surface Observations	13
4.6	Groundwater	13
4.7	Earthquakes and Seismicity	13
5.0	SLOPE STABILTIY ANALYSIS	15
5.1	Stability Analysis Methodology.....	15
5.1.1	Geometry	15
5.1.2	Materials	16
5.1.3	Phreatic Surface	18
5.1.4	Seismicity	18
5.1.5	Building Loads	18
5.1.6	Analyses	18
5.2	Stability Analysis Results	20
5.3	Stability Modeling Limitations	20
6.0	LIMITATIONS.....	21
7.0	REFERENCES	21

LIST OF FIGURES

Figure 1: Site Location and Geologic Map	2
Figure 2: Borehole and Cross-Section Location Map.....	5
Figure 3: Generalized Geologic Cross-Section A-A'	7
Figure 4: Generalized Geologic Cross-Section B-B'	8
Figure 5: Stability Model Output Cross-Section A-A' – Static Analysis	18
Figure 6: Stability Model Output Cross-Section B-B' – Static Analysis	18

LIST OF TABLES

Table 5-1: Modeled Soil Parameters	16
Table 5-2: Summary of Stability Analyses Results	19

LIST OF APPENDICES

Appendix A: Borehole Logs	
Appendix B: Vibrating Wire Piezometer Calibration Sheet	
Appendix C: Laboratory Test Results	

1.0 INTRODUCTION

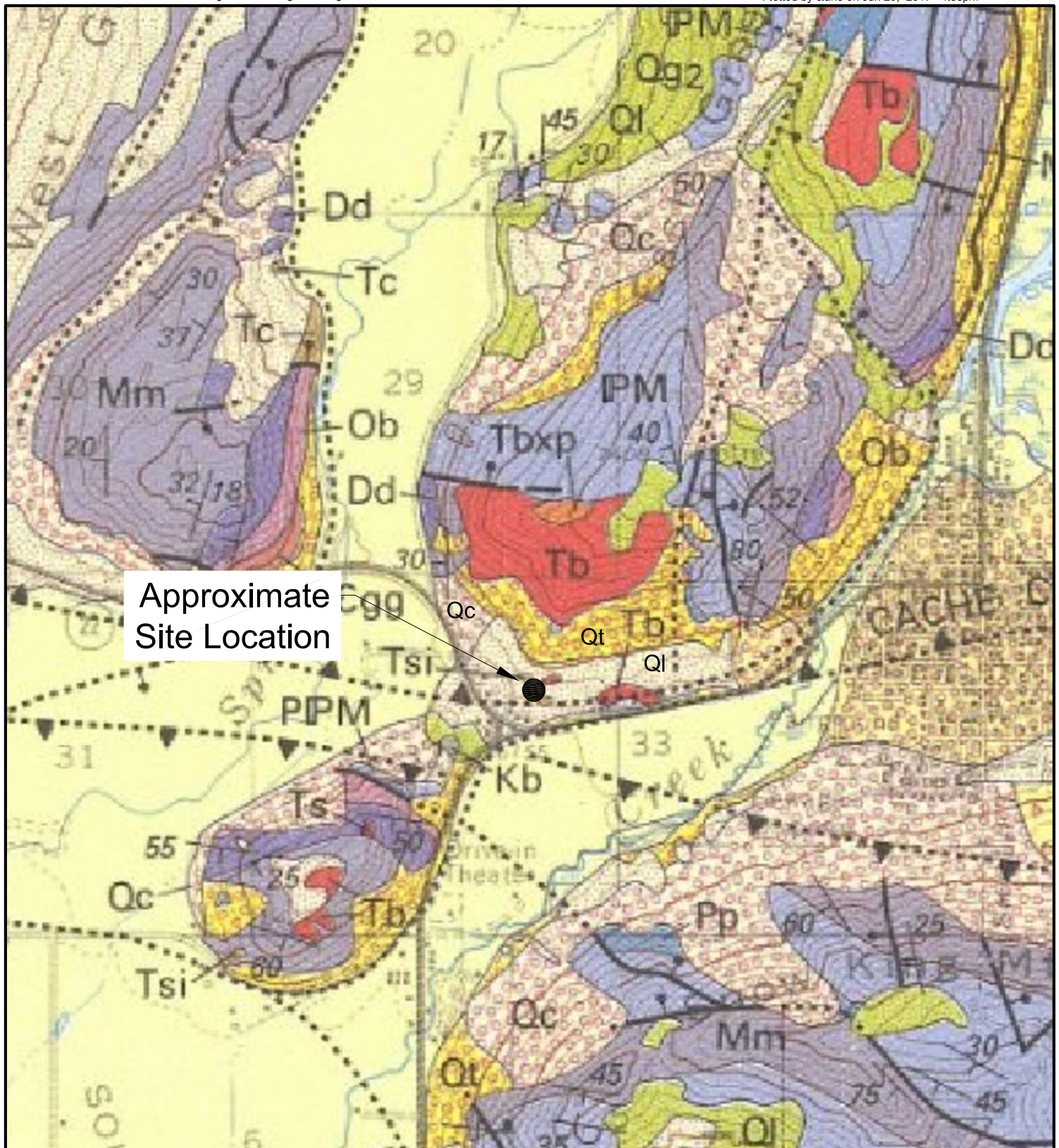
The proposed new residential development at 984 Budge Drive in Jackson, Wyoming, is located on the lower southwestern flank of East Gros Ventre Butte (Figure 1). Proximity to the West Broadway Landslide (WBL), approximately 1,000 feet to the east, raised concern about possible slope stability issues 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.

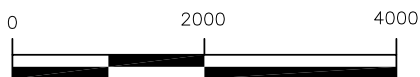
Additional site investigation work was performed on May 10th – 12th, 2017. The purposes of the fieldwork were to observe soil and groundwater conditions, specifically to explore for layers of weak fine-grained soils associated with instability at the WBL. The scope of services performed under this scope 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.



Approximate
Site Location



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

DRAFTED BY:	HC
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

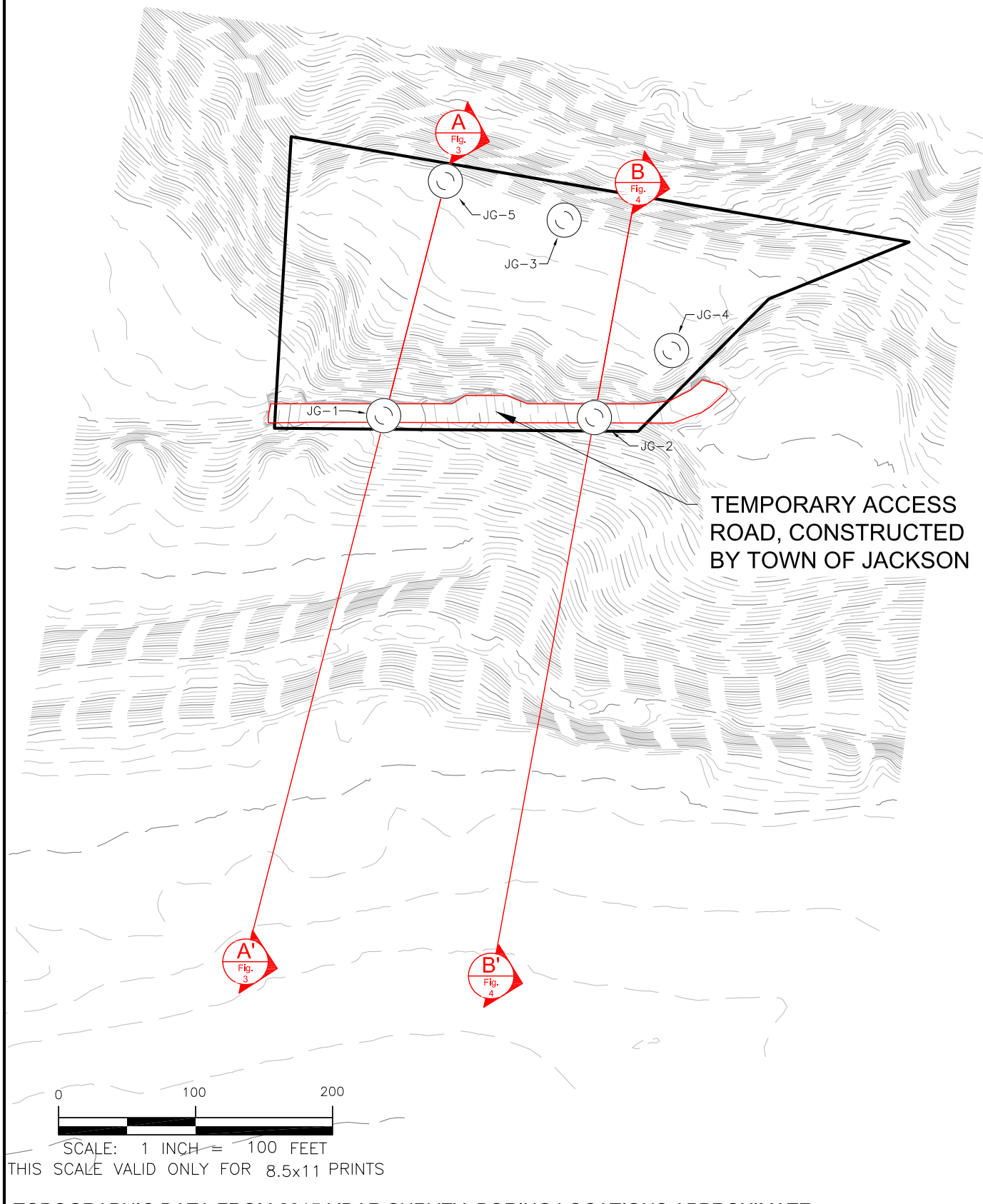
overburden pressure of one atmosphere, to obtain the standard adjusted $(N_1)_{60}$ value in blows per foot (bpf).

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

DRAFTED BY:	HC	SHEET TITLE: FIGURE 2 BORE HOLE AND CROSS-SECTION LOCATION MAP	PROJECT TITLE: SLOPE STABILITY ANALYSIS 984 BUDGE DRIVE JACKSON, WYOMING	 JORGENSEN Geotechnical, LLC 307-733-5150 www.jorgeng.com
REVIEWED BY:	CHL			
PROJECT NUMBER	16092			

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

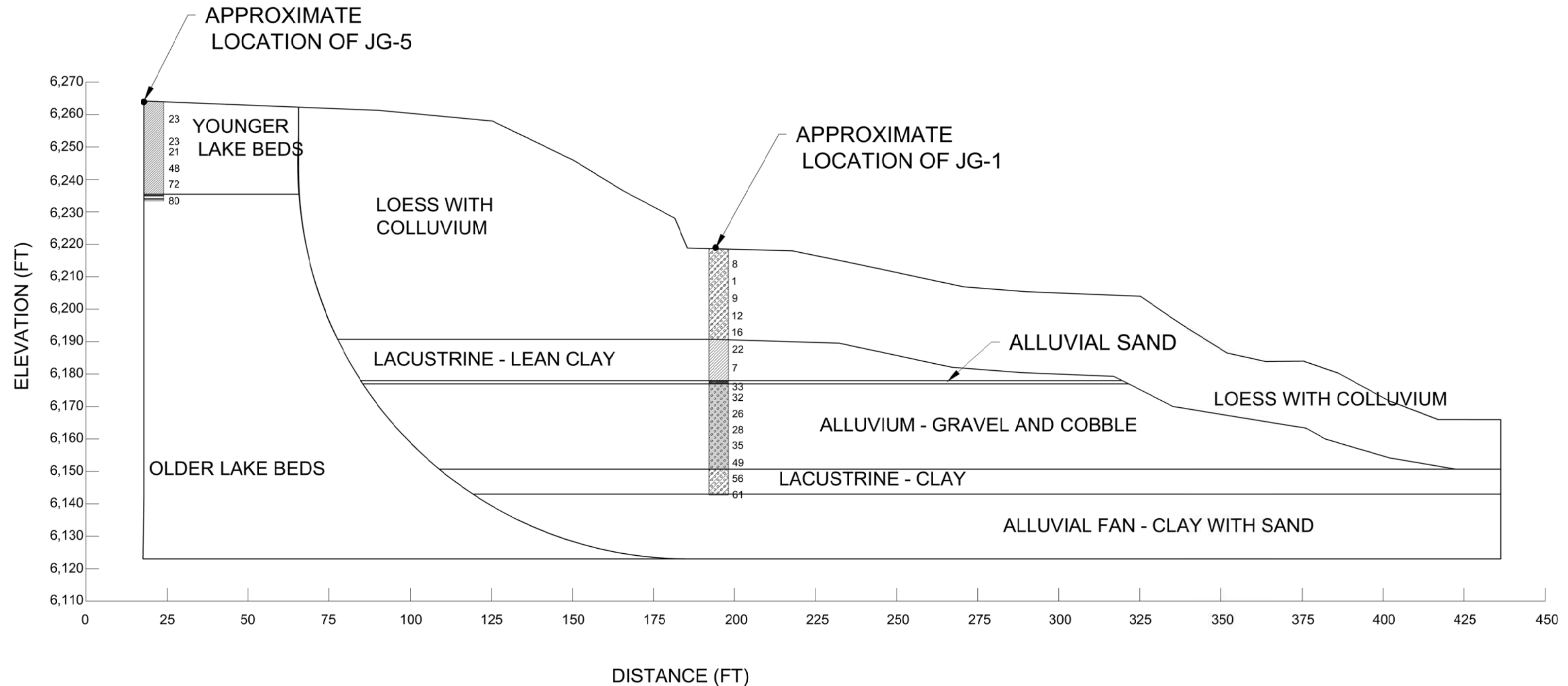
According to historic mapping and aerial photography, it appears the “benched” topography observed at the site is not a result of soil or rock deposition. Instead, it was likely created during the development of the building pad using a cut and fill method where material cut from the uphill portion is 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.



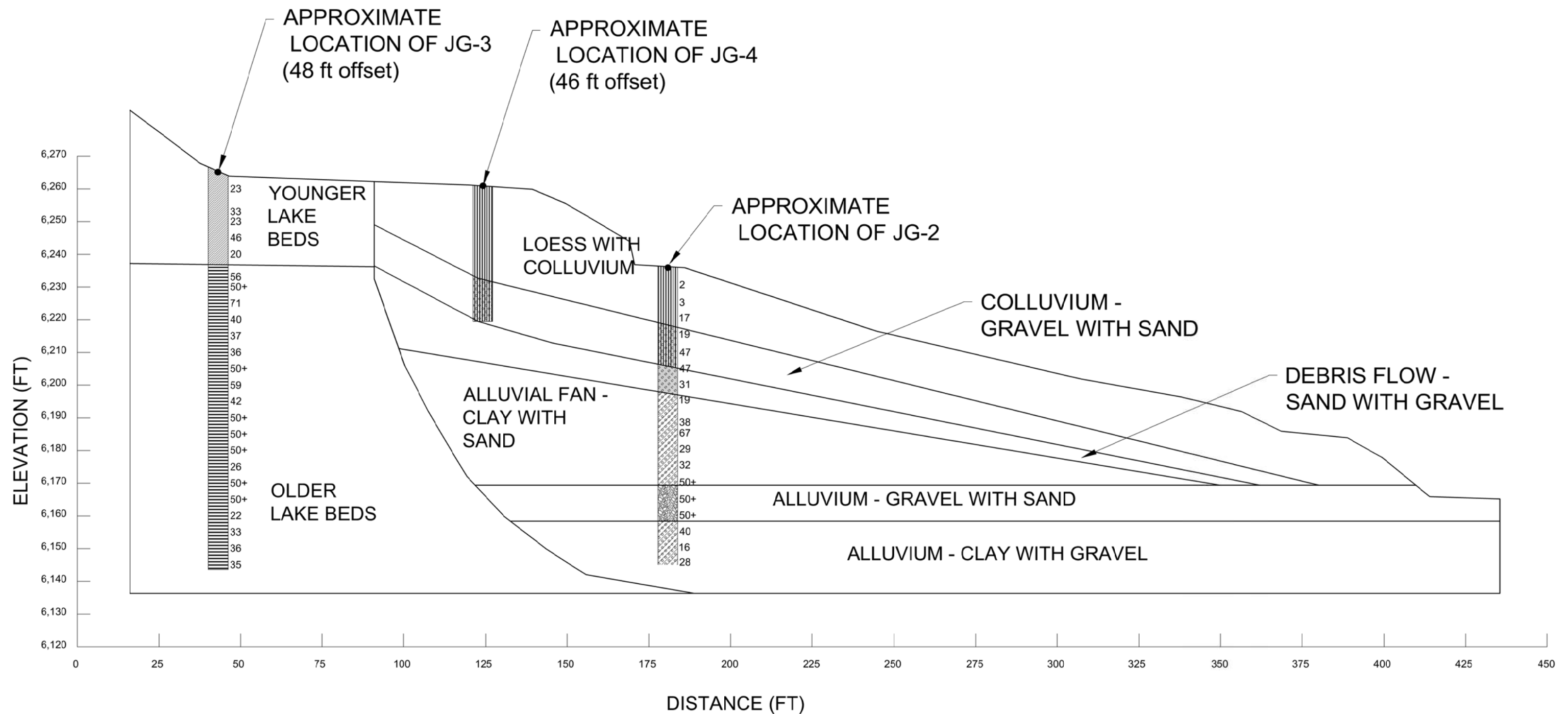
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REVIEWED BY:	CHL
PROJECT NUMBER 16092	

SHEET TITLE:
FIGURE 3
GENERALIZED GEOLOGIC
CROSS-SECTION A-A'

PROJECT TITLE:
SLOPE STABILITY ANALYSIS
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SHEET TITLE:
FIGURE 4
GENERALIZED GEOLOGIC
CROSS-SECTION B-B'

PROJECT TITLE:
SLOPE STABILITY ANALYSIS
984 BUDGE DRIVE
JACKSON, WYOMING



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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 conservatism 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 ft³ (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 (C_c) 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 STABILITY 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 surface 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 $k_h = \frac{1}{2}PGA$ 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.

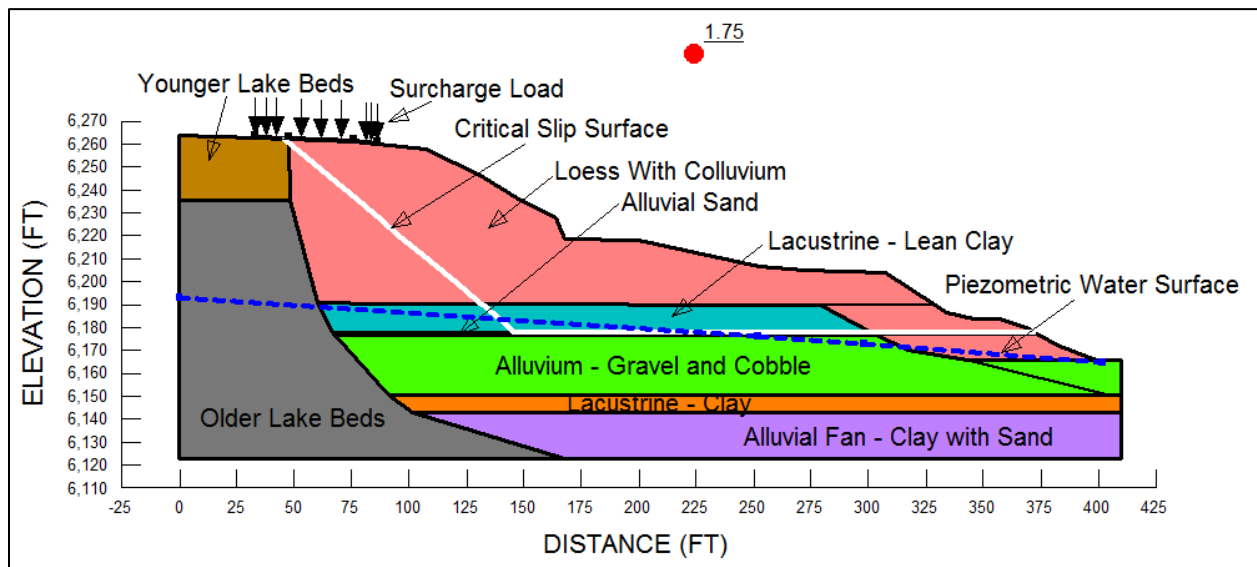


Figure 5: Stability Model Output Cross-Section A-A' – Static Analysis

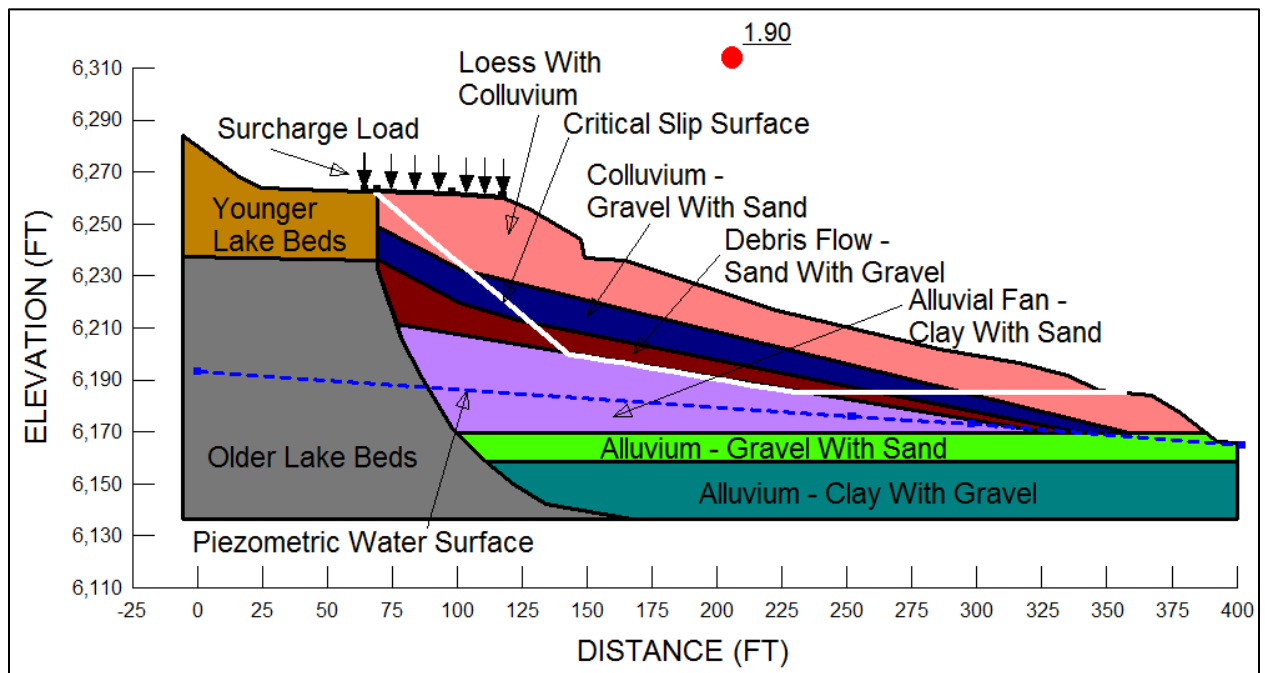


Figure 6: Stability Model Output Cross-Section B-B' – Static Analysis

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,

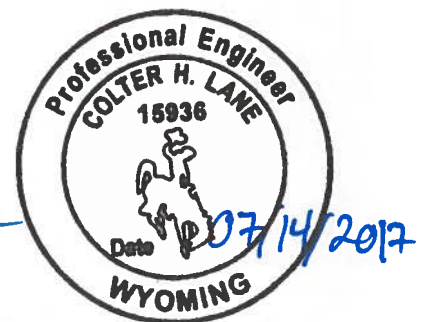
JORGENSEN GEOTECHNICAL, LLC



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.

7.0 REFERENCES

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APPENDIX A:

Borehole Logs



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TEST HOLE LOG

PAGE 1 OF 3

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.)	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
1								0.0-28.3ft [LOESS / LOESS WITH COLLUVIUM]					
2													
3													
4													
5													
6		D1	3-3-2	6	47%			5.0ft Easy drilling.					
7								LEAN CLAY with sand: Moist, brown, soft, massive, roots and pinhole voids, HCl+ [LOESS]					
8								Easy drilling.					
9													
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													
13													
14													
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													
18													
19													
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													
23													
24													
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													
28													
29									28.3-41.0ft [LACUSTRINE]				

TEST HOLE LOG JORGENSEN GEO 984 BUDGE TP LOGS.GPJ JORGENSEN GEO 08-2015.GDT 7/14/17



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PAGE 2 OF 3

TEST HOLE LOG JORGENSEN GEO 984 BUDGE TP LOGS.GPJ JORGENSEN GEO 08-2015.GDT 7/14/17

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
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	
32													
33													
34													
35													
36		D7	2-3-3	7	100%			35.0ft LEAN CLAY with sand: Wet, brown streaked white, soft, massive, clay with black sand [LACUSTRINE] 					
37								36.0ft Water observed during drilling. Possibly perched above clay deposit below.					
38													
39													
40													
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 shelly 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]					
44													
45													
46		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]					
47													
48													
49													
50													
51		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]					
52													
53													
54													
55													
56		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]					
57													
58													
59													
60													
61		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]					
62													
63													
64													



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TEST HOLE LOG

PAGE 3 OF 3

TEST HOLE LOG JORGENSEN GEO 984 BUDGE TP LOGS.GPJ JORGENSEN GEO 08-2015.GDT 7/14/17

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%			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								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		D14	12-30-41	47	87%									
72														
73														
74														
75														
76		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		
77								76.0-76.5ft CLAY: Slightly moist, dark grey folded bands of brown and red, varved, very stiff, sample D15-2 [LACUSTRINE]						
78								Notes:						
79								Backfilled with spoils, capped with approximately 5 feet of bentonite chips.						
80								Remainder of spoils removed from site.						
81								Groundwater elevation of 6,183 feet on May 12, 2017.						
82														
83														
84														
85														
86														
87														
88														
89														
90														
91														
92														
93														
94														
95														
96														
97														
98														
99														



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TEST HOLE LOG

PAGE 1 OF 3

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.)	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	
1								0.0-14.0ft [LOESS]						
2														
3														
4														
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]						
7								Easy drilling						
8														
9														
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		
12														
13														
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		
17														
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]					
19														
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].					
23														
24														
25									Driller noted stony at 23'					
26			18-20-18	45	0%				23.3-33.3ft [STONY COLLUVIUM]					
27									25.0ft NO RECOVERY					
28														
29														

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TEST HOLE LOG

PAGE 2 OF 3

TEST HOLE LOG JORGENSEN GEO 984 BUDGE TP LOGS.GPJ JORGENSEN GEO 08-2015.GDT 7/14/17

PROJECT NAME: 16092 - 984 Budge Drive										DATE: 5/11/2017			
PROJECT LOCATION: 984 Budge Drive, Jackson, WY										HOLE NO.: JG-2			
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		D5	7-16-23	47	0%			30.0ft NO RECOVERY, white subangular sandstone stone in shoe					
32								33.3-38.3ft [DEBRIS FLOW]					
33								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]					
34		D6	18-15-12	27	80%			38.0ft Driller noted change at 38'					
35								38.3-66.5ft [ALLUVIAL FAN / LACUSTRINE]					
36								40.0ft LEAN CLAY with sand: Slightly moist to moist, greyish brown streaked red and black, medium stiff, no structure [LACUSTRINE]					
37		D7	5-8-10	19	53%			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	
38								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]					
39								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]					
40								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	
41								60.0ft Driller noted stony drilling at 60'					
42								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]					
43													
44													
45													
46		U1					CL						
47													
48													
49		D8	18-15-24	38	60%								
50													
51													
52		D9	23-30-41	57	60%								
53													
54													
55													
56													
57													
58		D10	8-14-18	29	100%		CL						
59													
60													
61													
62													
63													
64		D11	14-13-24	32	73%								
65													
66													



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TEST HOLE LOG

PAGE 3 OF 3

TEST HOLE LOG JORGENSEN GEO 984 BUDGE TP LOGS.GPJ JORGENSEN GEO 08-2015.GDT 7/14/17

PROJECT NAME: 16092 - 984 Budge Drive									DATE: 5/11/2017				
PROJECT LOCATION: 984 Budge Drive, Jackson, WY									HOLE NO.: JG-2				
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		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													
68		D13						66.5-77.5ft [ALLUVIAL GRAVELS]					
69								68.0ft Rounded gravels, grinding, took cuttings sample [ALLUVIAL GRAVELS]					
70			50/4"	> 100	0%			70.0ft NO RECOVERY, stone in shoe, same as cuttings above. [ALLUVIAL GRAVELS]					
71													
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													
78									Very slow drilling.				
79									77.5-81.0ft [ALLUVIUM]				
80													
81		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]					
82									81.0-91.5ft [ALLUVIUM]				
83									83.0ft Driller noted slower drilling and grinding at 83'				
84													
85													
86	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]						
87													
88													
89													
90													
91	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]						
92													
93								Notes:					
94								Backfilled with spoils, capped with approximately 5 feet of bentonite chips.					
95								Remainder of spoils removed from site.					
96								No groundwater encountered on May 11, 2017.					
97													
98													
99													



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TEST HOLE LOG

PAGE 1 OF 4

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.)	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	
1								0.0-28.3ft [YOUNGER LAKE BEDS, i.e. LACUSTRINE]						
2														
3														
4														
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									Easy drilling.					
8														
9														
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														
13		D2	5-9-15	33	100%				12.0ft LEAN CLAY: Moist, banded light and dark brown and black, stiff, varved [LACUSTRINE]					
14									Driller notes: Easy drilling between samples.					
15														
16		D3	10-8-10	23	40%				15.0ft As above [LACUSTRINE]					
17									Driller notes: Easy drilling between samples.					
18														
19														
20														
21		D4	3-7-10	46	93%				20.0ft LEAN CLAY: Moist, dark brown banded black and grey, occasional white, white is HCl+, stiff [LACUSTRINE]					
22									Driller notes: Easy drilling between samples.					
23														
24														
25														
26		D5	5-7-10	20	80%				25.0ft LEAN CLAY: Very moist, dark brown mottled black and occasional white and grey blotches, white is HCl+, medium stiff, massive [LACUSTRINE]					
27									Driller notes: Easy drilling between samples.					
28														
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



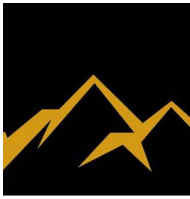
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TEST HOLE LOG

PAGE 2 OF 4

TEST HOLE LOG JORGENSEN GEO 984 BUDGE TP LOGS.GPJ JORGENSEN GEO 08-2015.GDT 7/14/17

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	
31		U2						30.0ft Shelby tube collected from 30-32 feet: Black and grey streaked white in shelly 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		
33														
34														
35		D7	50+	> 100	40%			Driller notes: Slow drilling between samples.						
36								35.0ft LEAN CLAY with sand: Dry, grey mottled and streaked white, very stiff, massive, clay with sand, occasional fine gravel [LACUSTRINE]						
37														
38														
39														
40								40.0ft As above, HCl+ [LACUSTRINE]						
41		D8	27-34-35	71	73%			Driller notes: Slow drilling between samples.						
42														
43														
44														
45														
46		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]						
47														
48														
49														
50								50.0ft As above [LACUSTRINE]						
51		D10	8-16-25	37	67%			Driller notes: Slower drilling between samples.						
52														
53														
54														
55														
56		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]						
57														
58														
59														
60														
61		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]						
62														
63														
64														



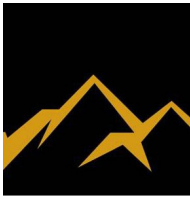
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TEST HOLE LOG

PAGE 3 OF 4

TEST HOLE LOG JORGENSEN GEO 984 BUDGE TP LOGS.GPJ JORGENSEN GEO 08-2015.GDT 7/14/17

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	
66			20-28-47	42	100%			65.0ft As above [LACUSTRINE] Stiff consistency.						
67														
68														
69														
70														
71		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		
72														
73														
74														
75														
76			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]						
77														
78														
79														
80														
81			50+	> 100	27%			80.0ft As above [LACUSTRINE]						
82														
83														
84														
85														
86			50+	> 100	27%			85.0ft As above [LACUSTRINE]						
87														
88														
89								89.0ft Driller noted: Stony and hard drilling at 89 feet.						
90								90.0ft As above [LACUSTRINE]						
91		D14	24-42-50+	26	47%									
92														
93														
94														
95														
96			24-50+	> 100	40%			95.0ft As above [LACUSTRINE]						
97														
98														
99														



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TEST HOLE LOG

PAGE 4 OF 4

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]						
102														
103														
104														
105		D16	19-40-50+	22	87%			105.0ft As above [LACUSTRINE]						
106														
107														
108														
109														
110			15-26-38	33	67%			110.0ft As above [LACUSTRINE]						
111														
112														
113														
114														
115		D17	18-28-45	36	53%			115.0ft As above [LACUSTRINE]						
116														
117														
118														
119														
120		D18	22-27-46	35	93%			120.0ft As above [LACUSTRINE]						
121														
122								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.						
123														
124														
125														
126														
127														
128														
129														
130														
131														
132														
133														
134														

TEST HOLE LOG JORGENSEN GEO 984 BUDGE TP LOGS.GPJ JORGENSEN GEO 08-2015.GDT 7/14/17



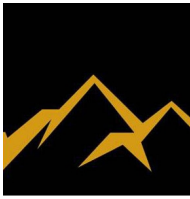
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TEST HOLE LOG

PAGE 1 OF 2

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.)	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
1								0.0-15.0ft [LOESS/FILL]					
2													
3													
4													
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													
8													
9													
10													
11		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]					
12													
13													
14													
15													
16		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	
17													
18													
19								18.3-28.3ft [LOESS WITH COLLUVIUM GRAVEL] 18.5ft Driller noted change to stiffer drilling at 18.5'					
20													
21		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	
22													
23													
24													
25													
26		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]					
27													
28													
29								28.3-33.3ft [COLLUVIUM WITH LOESS]					

TEST HOLE LOG JORGENSEN GEO 984 BUDGE TP LOGS.GPJ J JORGENSEN GEO 08-2015.GDT 7/14/17



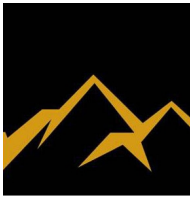
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TEST HOLE LOG JORGENSEN GEO 984 BUDGE TP LOGS.GPJ JORGENSEN GEO 08-2015.GDT 7/14/17

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	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								33.3-41.5ft [TENSLEEP AND MADISON COLLUVIUM]					
33													
34		D7	8-9-13	25	67%			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]					
35								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]					
36													
37		D8	9-13-14	29	67%								
38								Note: Stopped at request. No groundwater observed at time of drilling. Backfilled with spoils, capped with approximately 5-ft of bentonite.					
39													
40													
41													
42													
43													
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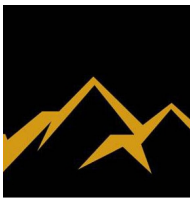
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TEST HOLE LOG

PAGE 1 OF 2

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.)	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
1								0.0-28.3ft [YOUNGER LAKE BEDS, i.e. LACUSTRINE]					
2													
3													
4													
5													
6		D1	4-6-9	23	67%			5.0ft LEAN CLAY: Slightly moist, brown banded grey, medium stiff, varved [LACUSTRINE]					
7													
8													
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													
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													
18													
19													
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								22.0ft Driller noted stiffer material at 22'					
23													
24													
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													
28													
29									28.3-31.5ft [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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PAGE 2 OF 2

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]					
32								Notes: Backfilled with spoils, capped with approximately 5 feet of bentonite chips. No groundwater encountered on May 12, 2017.					
33													
34													
35													
36													
37													
38													
39													
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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

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 x Hz²) + (B x 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 x Hz) + (C2 x T) + (C3 x Hz²) + (C4 x Hz x T) + (C5 x T²)

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

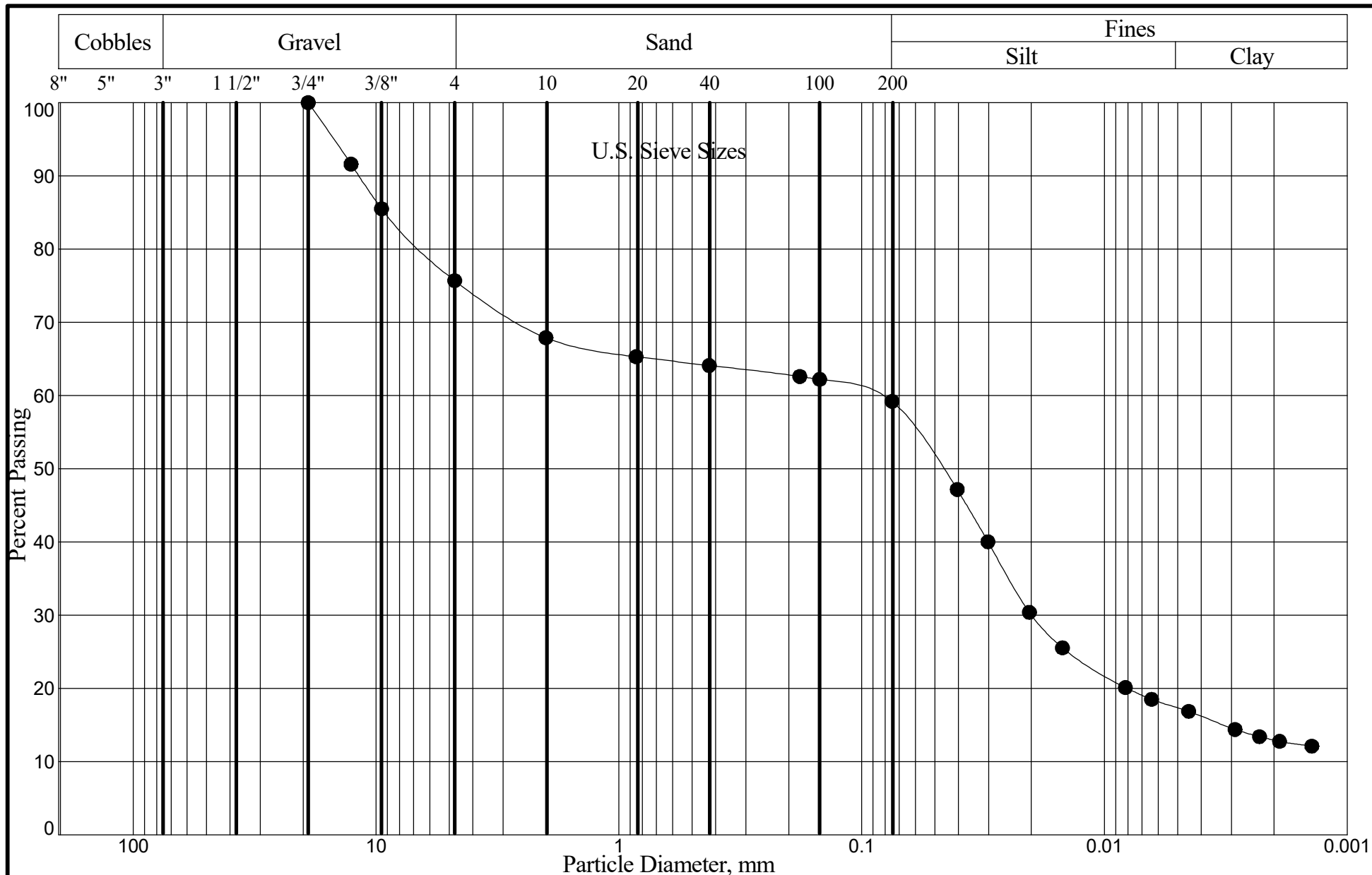
Thermistor reading is 14.5 °C.

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



1 Holman Avenue
P. O. Box 80190
Butte, MT 59108-0190
Phone: 406.652.3930
Fax: 406.652.3944

Grain Size Analysis Curve

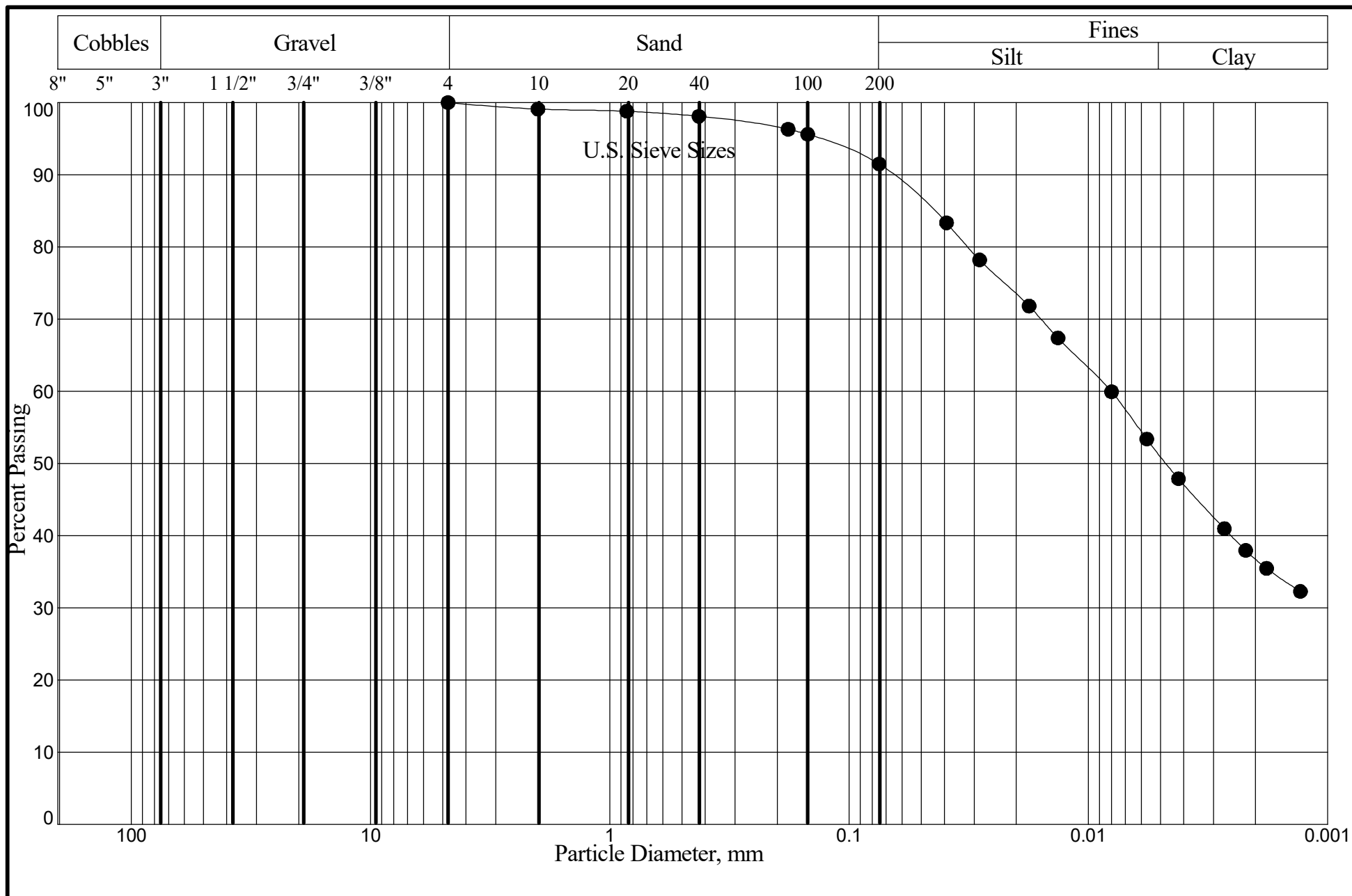
Project Number: 05-3404L
984 Budge Drive

138

Boring No.: JG-1
Sample No: D3
Depth: 15' to 16.5'
Date Received: 05/19/2017

% 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			

5/26/17



1 Holman Avenue
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Fax: 406.652.3944

Grain Size Analysis Curve

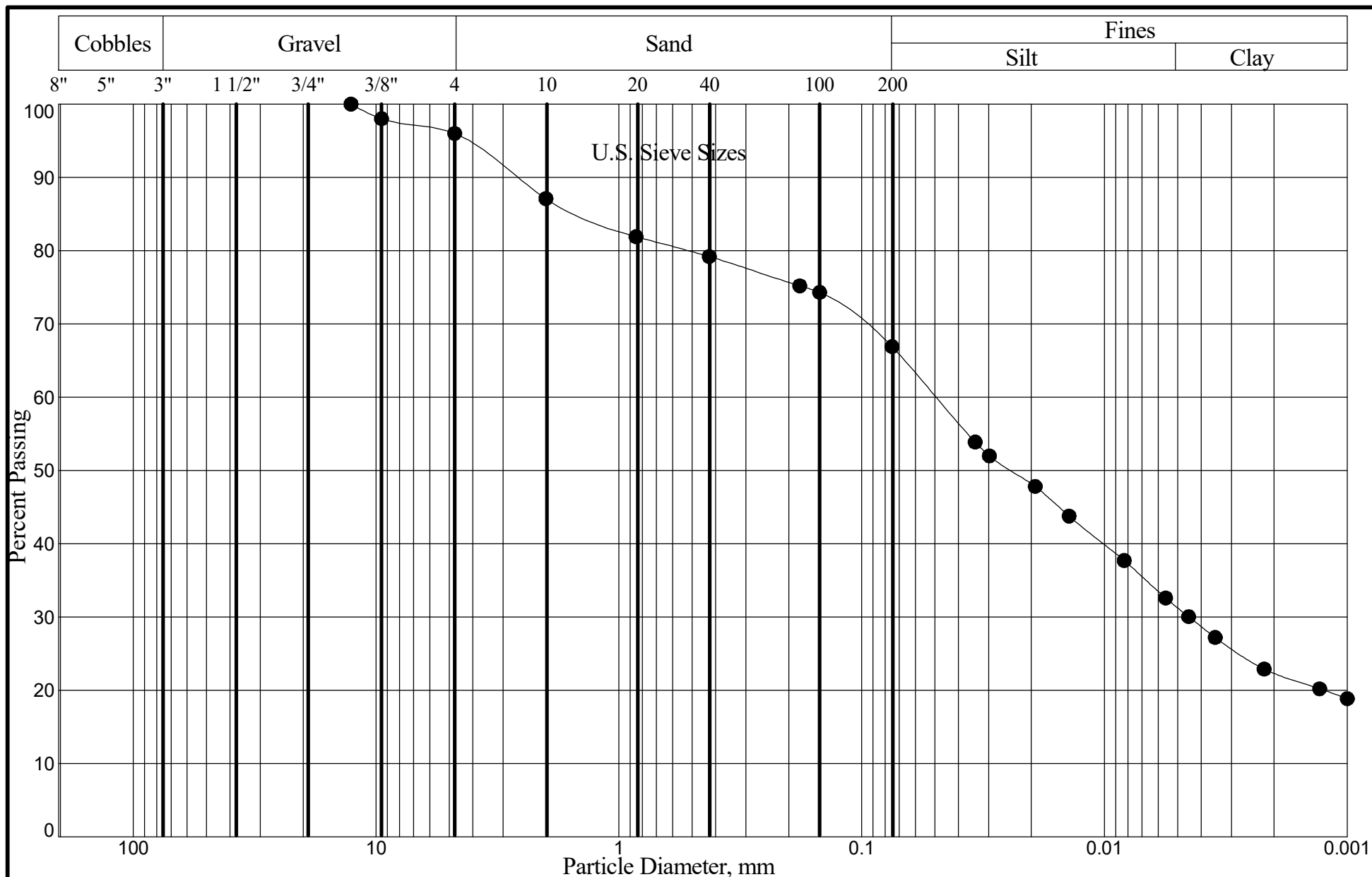
Project Number: 05-3404L
984 Budge Drive

139

Boring No.: JG-1
Sample No: D6
Depth: 30' to 31.5'
Date Received: 05/19/2017

% 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			

5/26/17



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Grain Size Analysis Curve

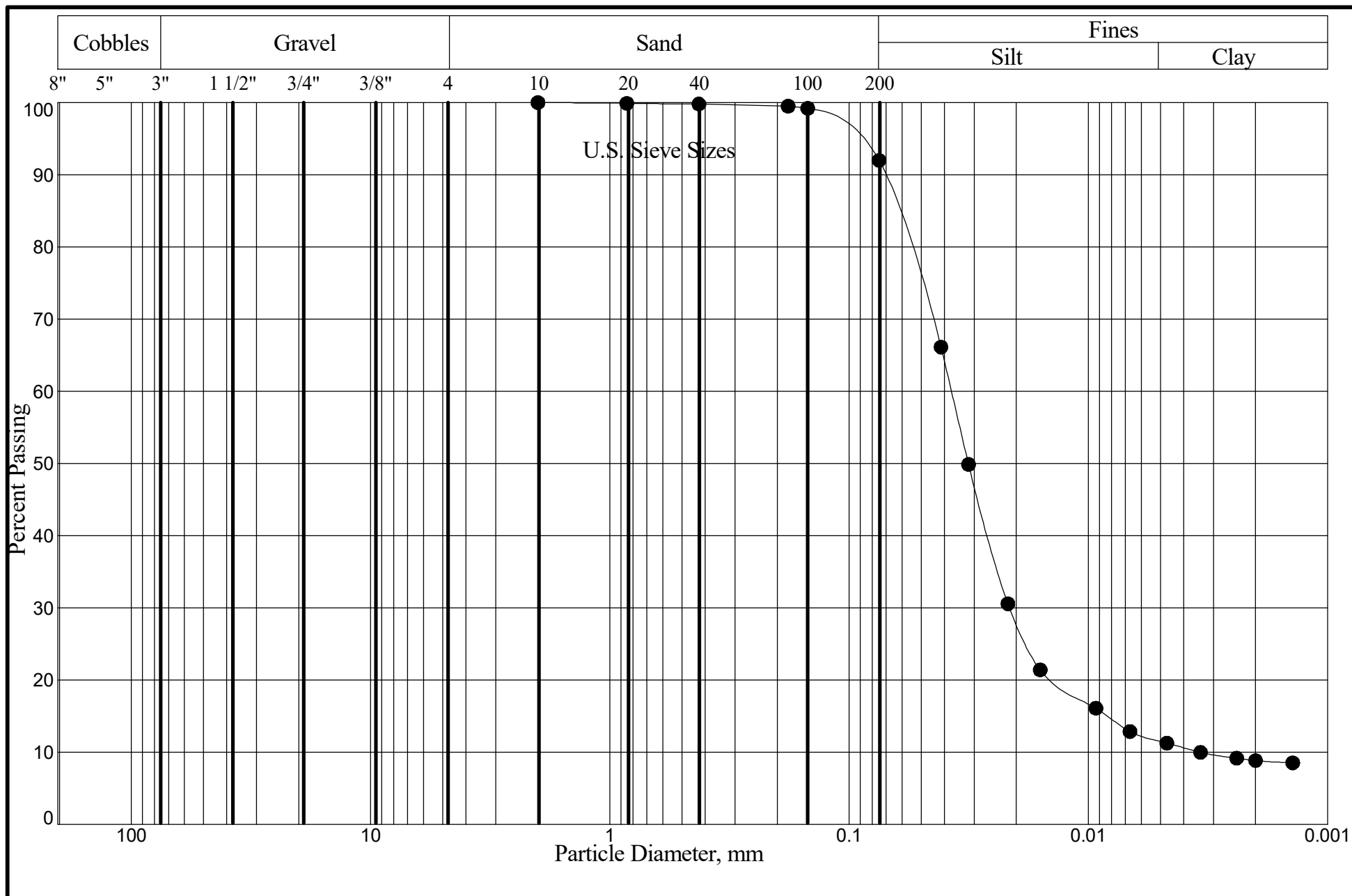
Project Number: 05-3404L
984 Budge Drive

140

Boring No.: JG-1
Sample No: D15-2
Depth: 75' to 76.5'
Date Received: 05/19/2017

% 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			

5/26/17



1 Holman Avenue
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Grain Size Analysis Curve

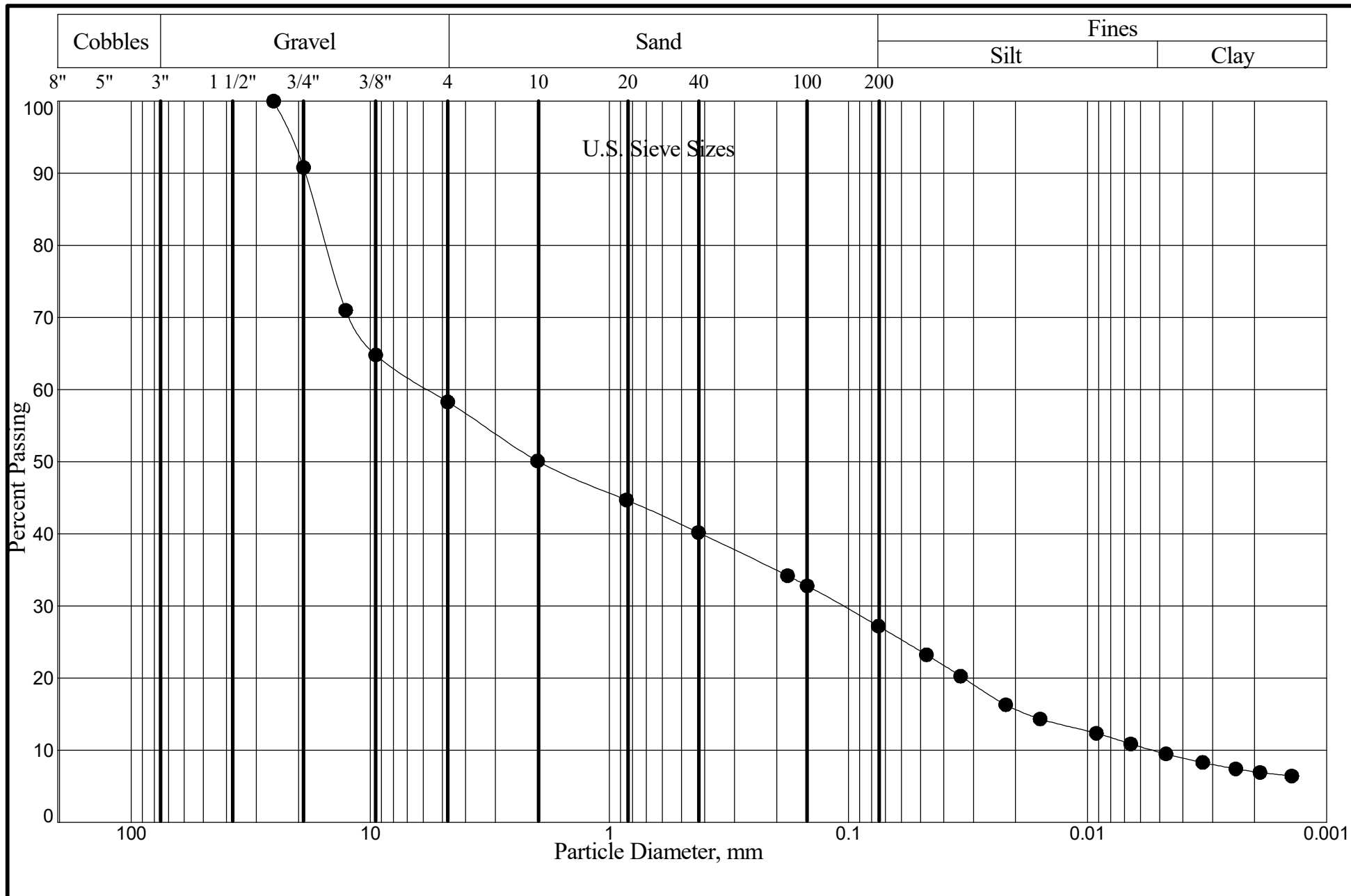
Project Number: 05-3404L
984 Budge Drive

141

Boring No.: JG-2
Sample No: D2
Depth: 10' to 11.5'
Date Received: 05/19/2017

% Gravel:	0.0	LL:	24
% Sand:	8.0	PL:	23
% Silt:	80.5	PI:	1
% Clay:	11.5	MC:	16.6%
Class:	ML		
Silt			

5/26/17



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Grain Size Analysis Curve

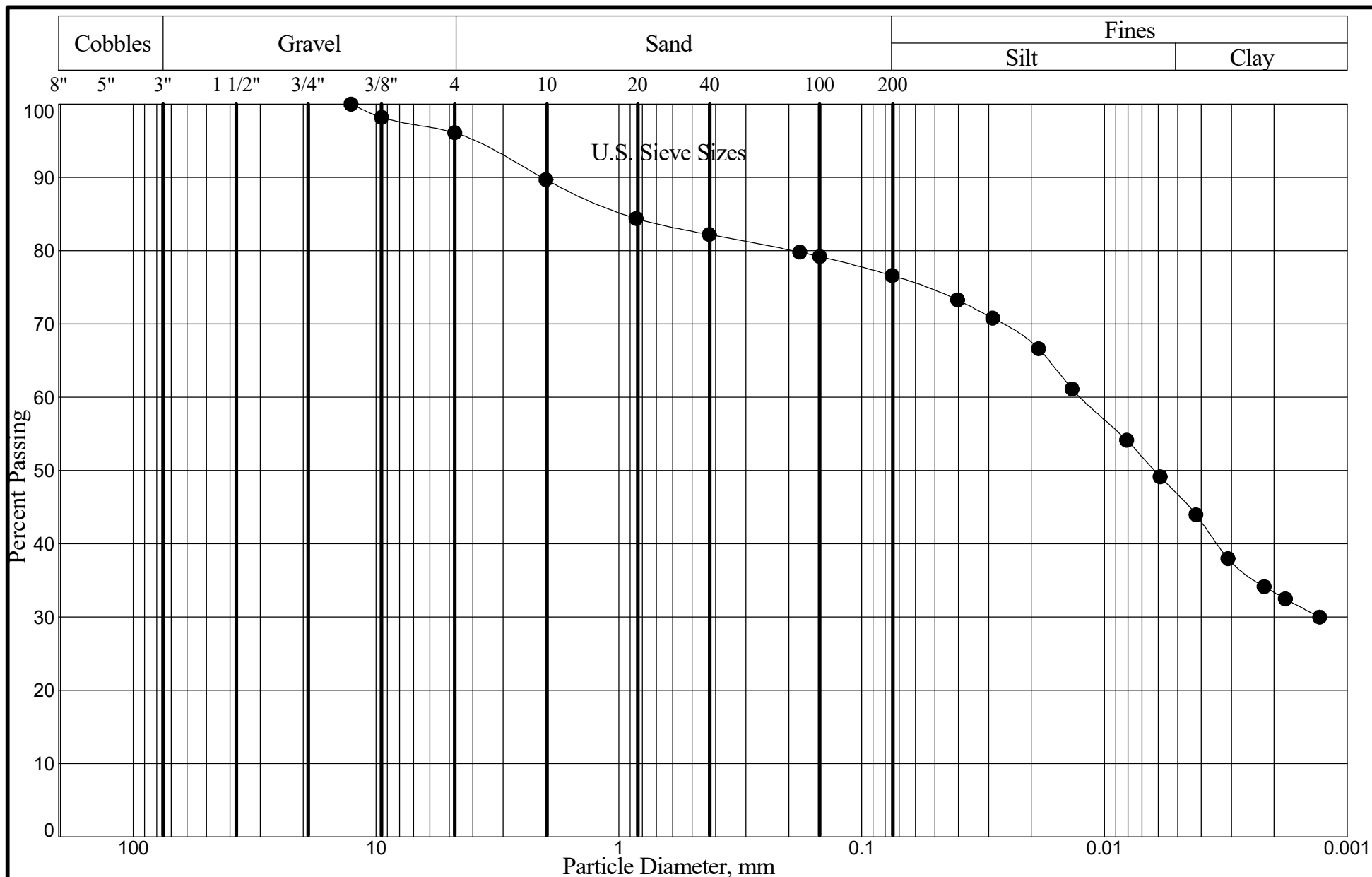
Project Number: 05-3404L
984 Budge Drive

142

Boring No.: JG-2
Sample No: D3
Depth: 15' to 16.5'
Date Received: 05/19/2017

% 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			

5/26/17



1 Holman Avenue
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Grain Size Analysis Curve

Project Number: 05-3404L
984 Budge Drive

143

Boring No.: JG-2

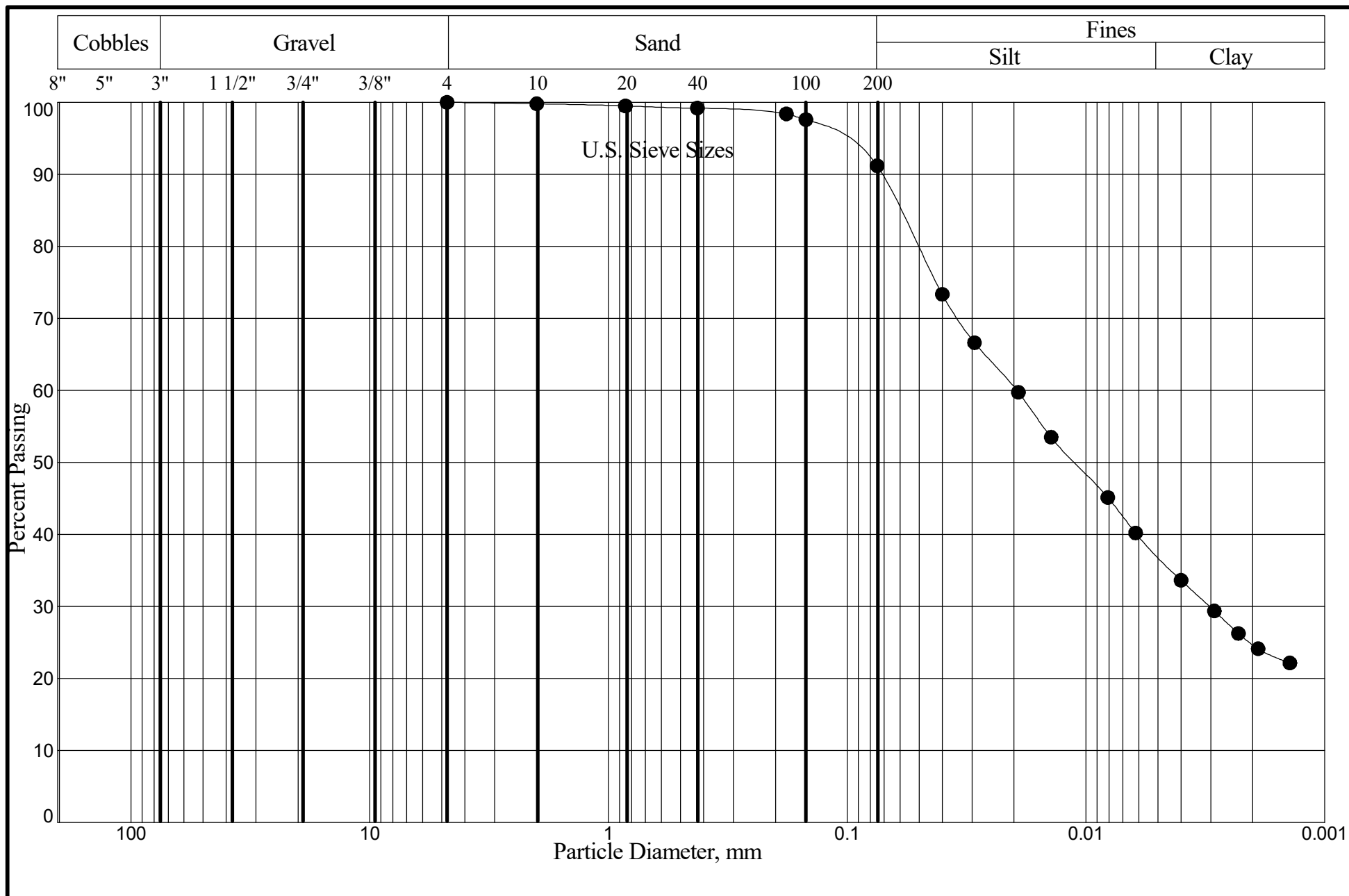
Sample No: U1

Depth: 45' to 47'

Date Received: 05/19/2017

% 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			

5/26/17



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Grain Size Analysis Curve

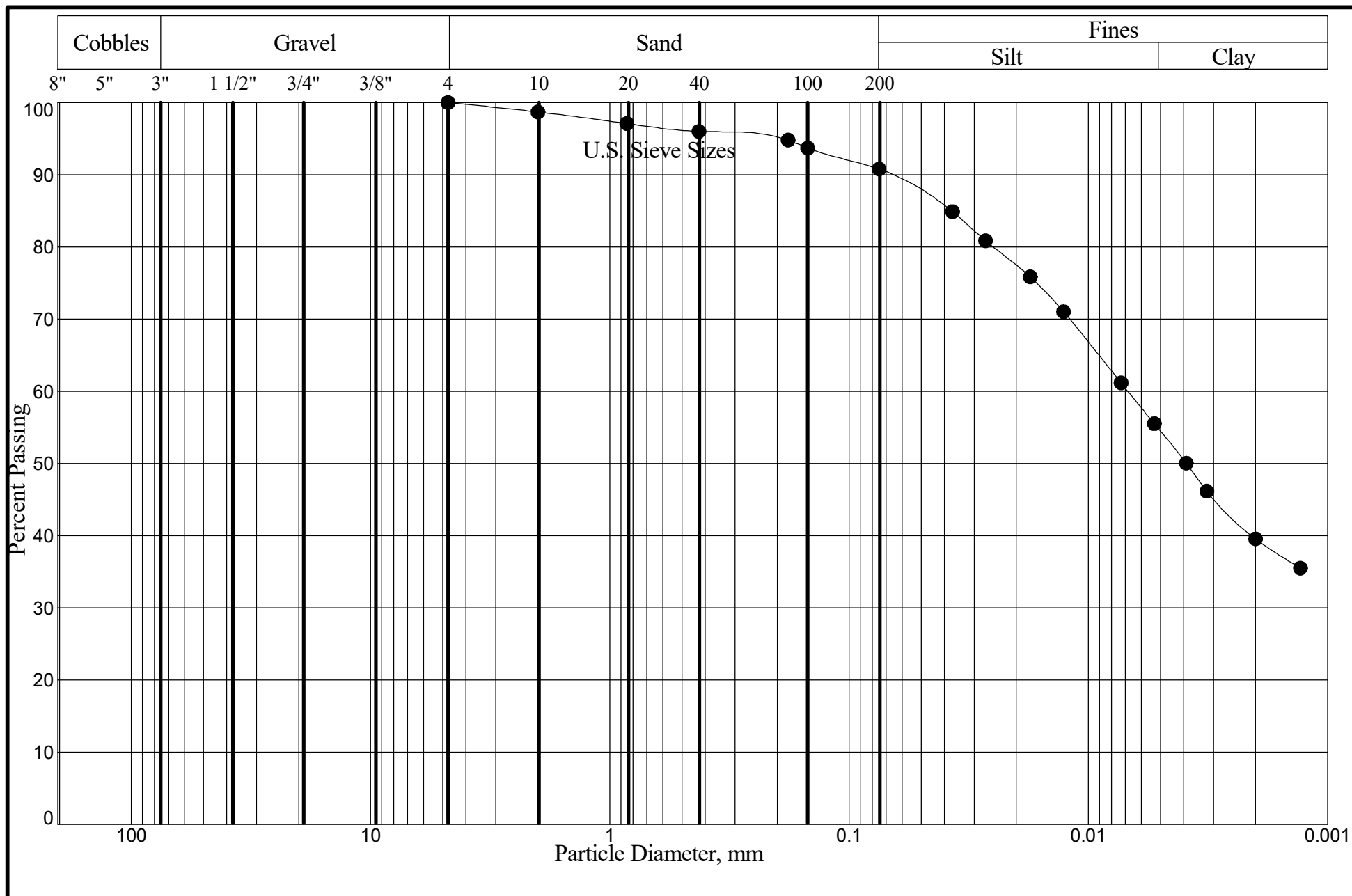
Project Number: 05-3404L
984 Budge Drive

144

Boring No.: JG-2
Sample No: D10
Depth: 55' to 56.5'
Date Received: 05/19/2017

% 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			

5/26/17



1 Holman Avenue
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Grain Size Analysis Curve

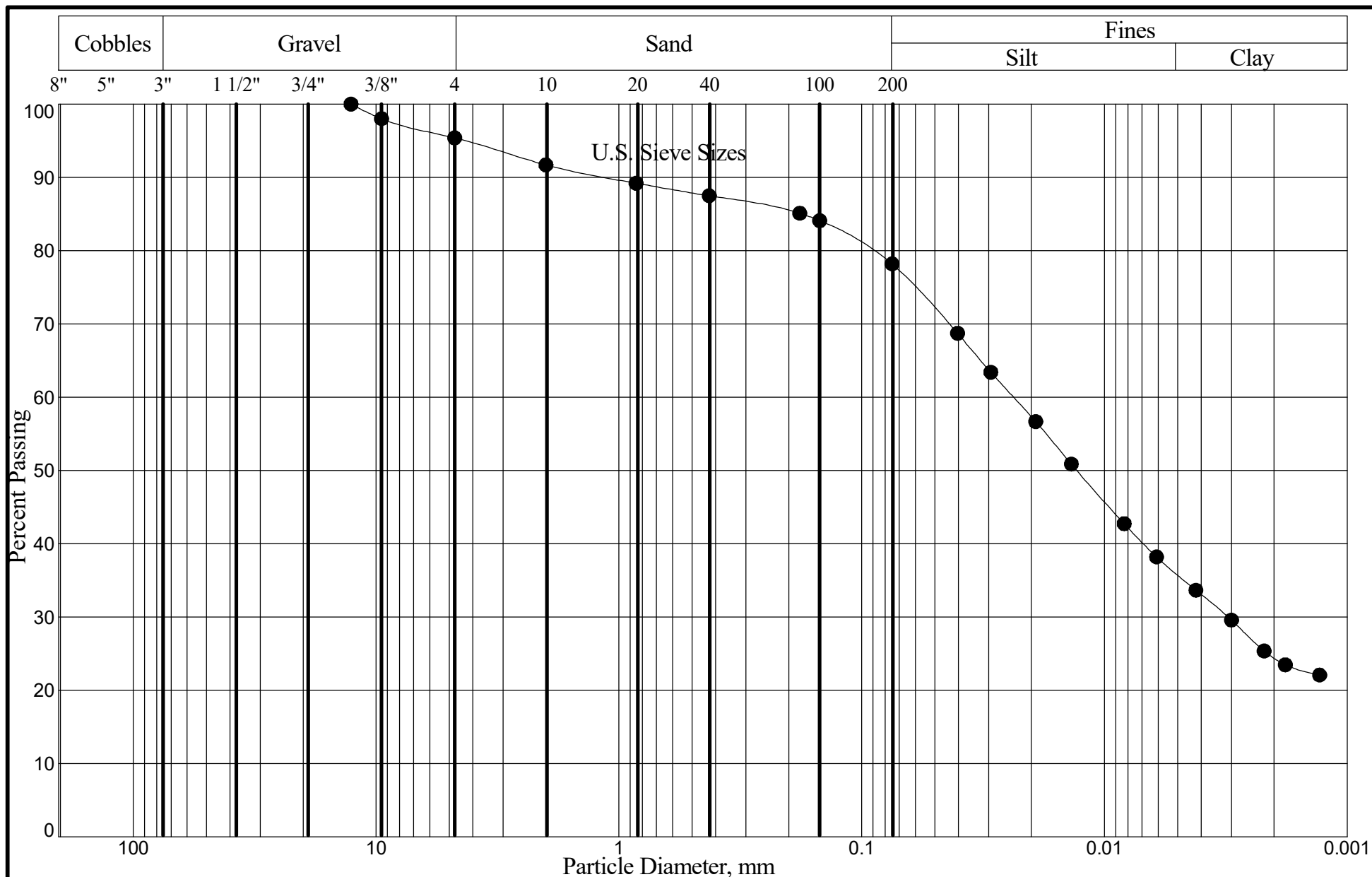
Project Number: 05-3404L
984 Budge Drive

145

Boring No.: JG-3
Sample No: U1
Depth: 10' to 12'
Date Received: 05/19/2017

% 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			

5/26/17



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Grain Size Analysis Curve

Project Number: 05-3404L
984 Budge Drive

146

Boring No.: JG-3

Sample No: D6

Depth: 32' to 33.5'

Date Received: 05/19/2017

% Gravel: 4.6

% Sand: 17.2

% Silt: 42.4

% Clay: 35.8

Class: CL

Lean Clay With Sand

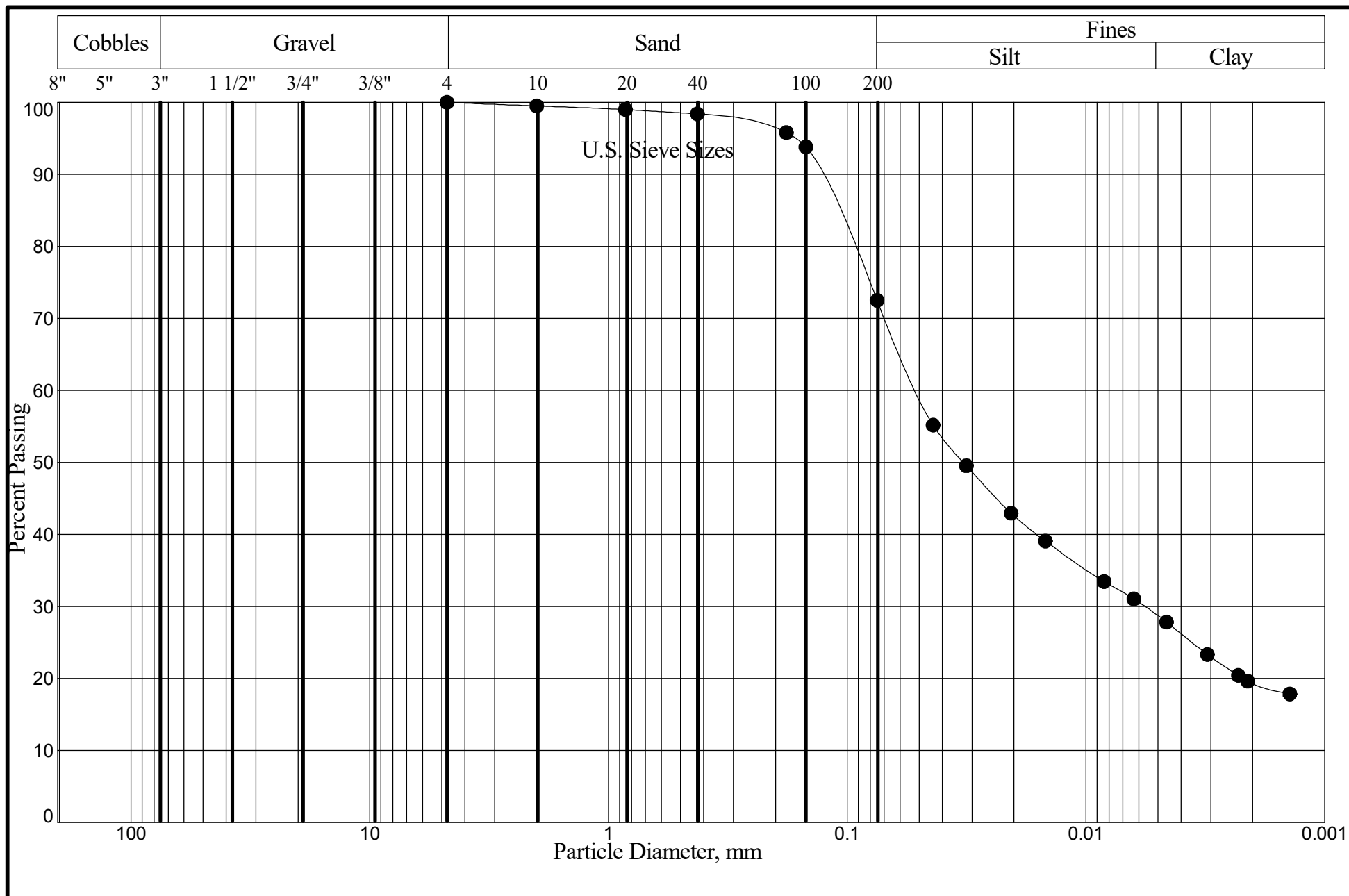
LL: 34

PL: 16

PI: 18

MC: 11.0%

5/26/17



1 Holman Avenue
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Grain Size Analysis Curve

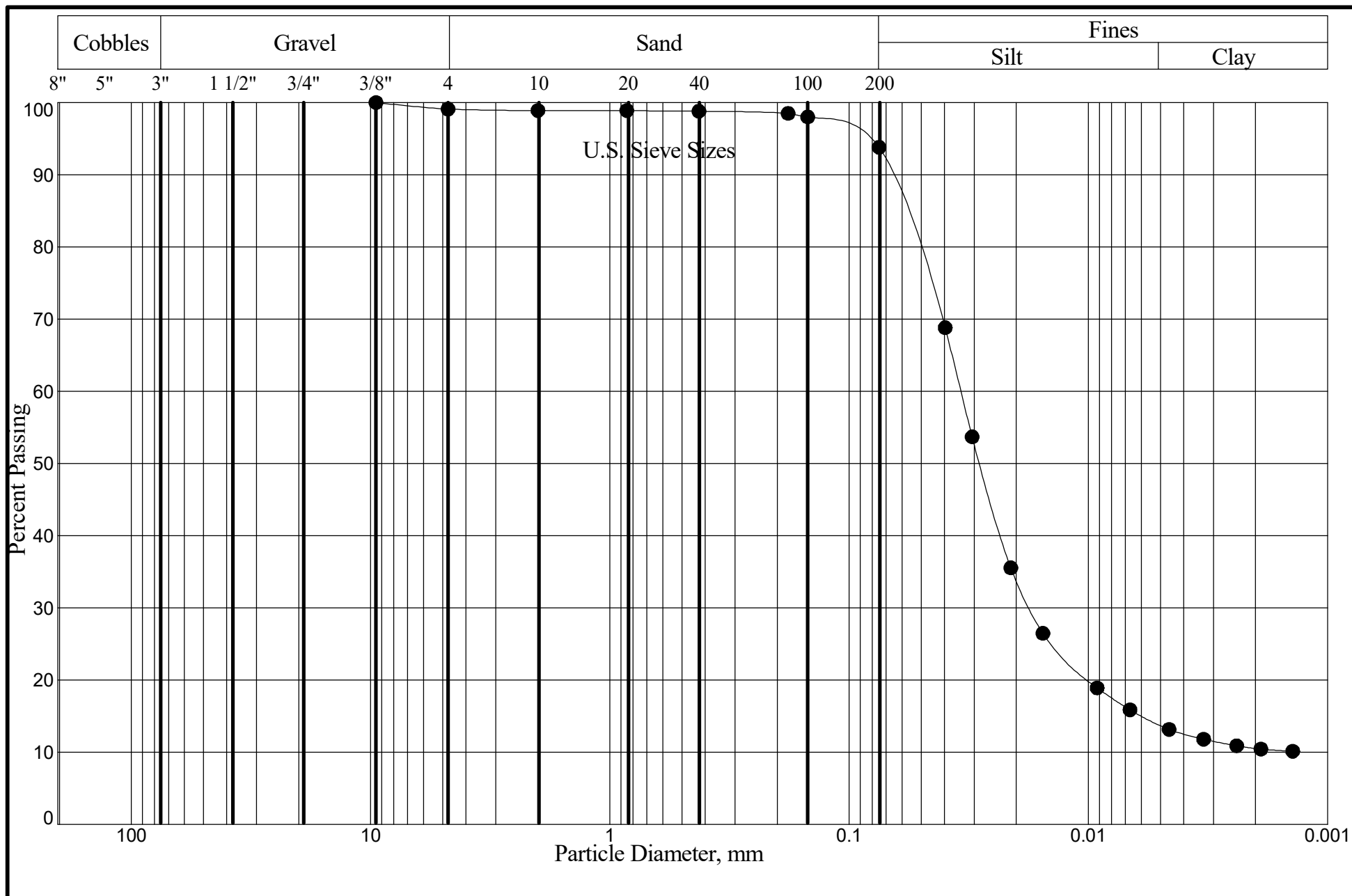
Project Number: 05-3404L
984 Budge Drive

147

Boring No.: JG-3
Sample No: D13
Depth: 70' to 71.5'
Date Received: 05/19/2017

% 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			

5/26/17



1 Holman Avenue
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Fax: 406.652.3944

Grain Size Analysis Curve

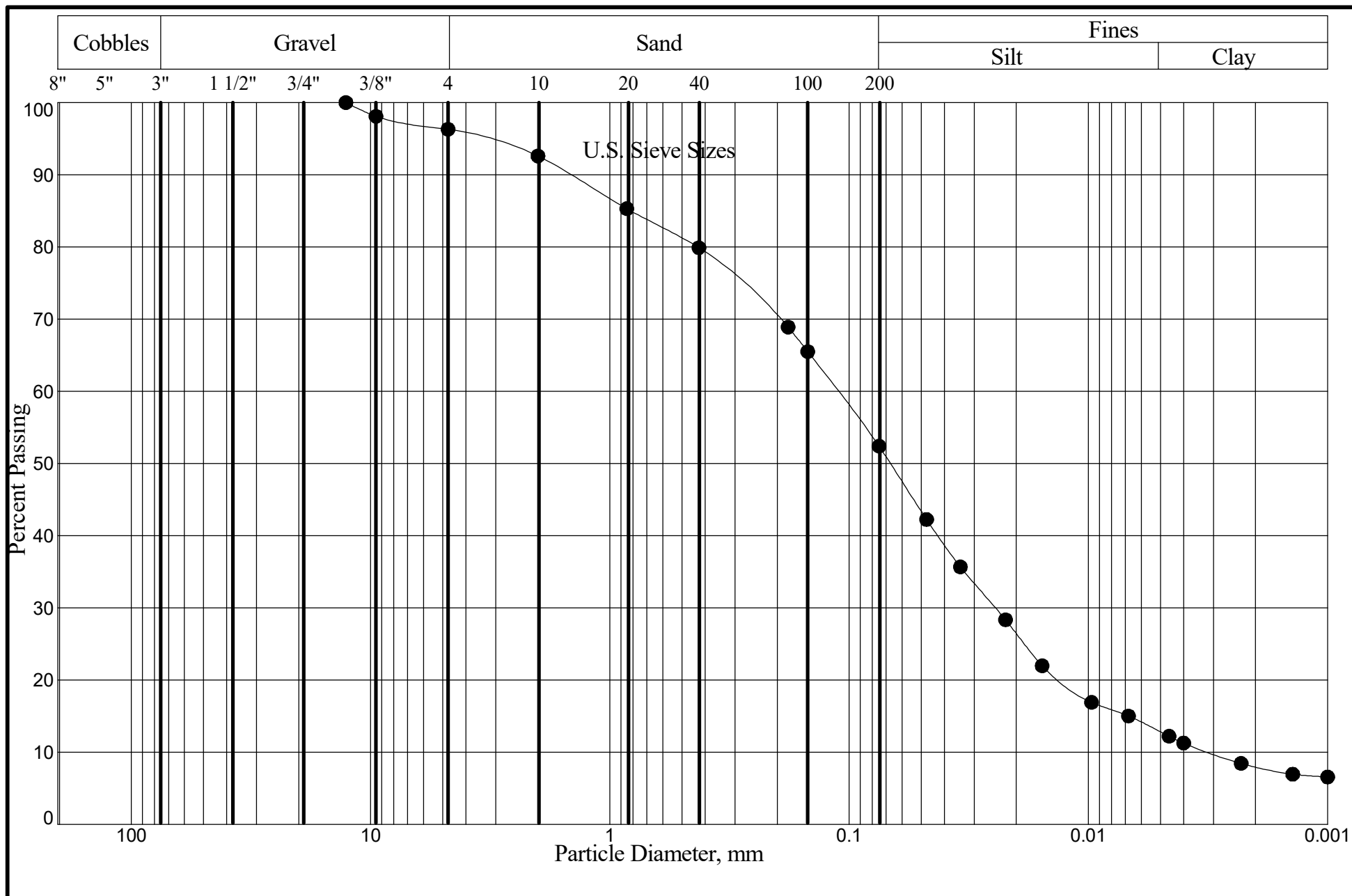
Project Number: 05-3404L
984 Budge Drive

148

Boring No.: JG-4
Sample No: D3
Depth: 15' to 16.5'
Date Received: 05/19/2017

% Gravel:	0.9	LL:	25
% Sand:	5.3	PL:	23
% Silt:	80.0	PI:	2
% Clay:	13.8	MC:	19.4%
Class:	ML		
Silt			

5/26/17



1 Holman Avenue
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Fax: 406.652.3944

Grain Size Analysis Curve

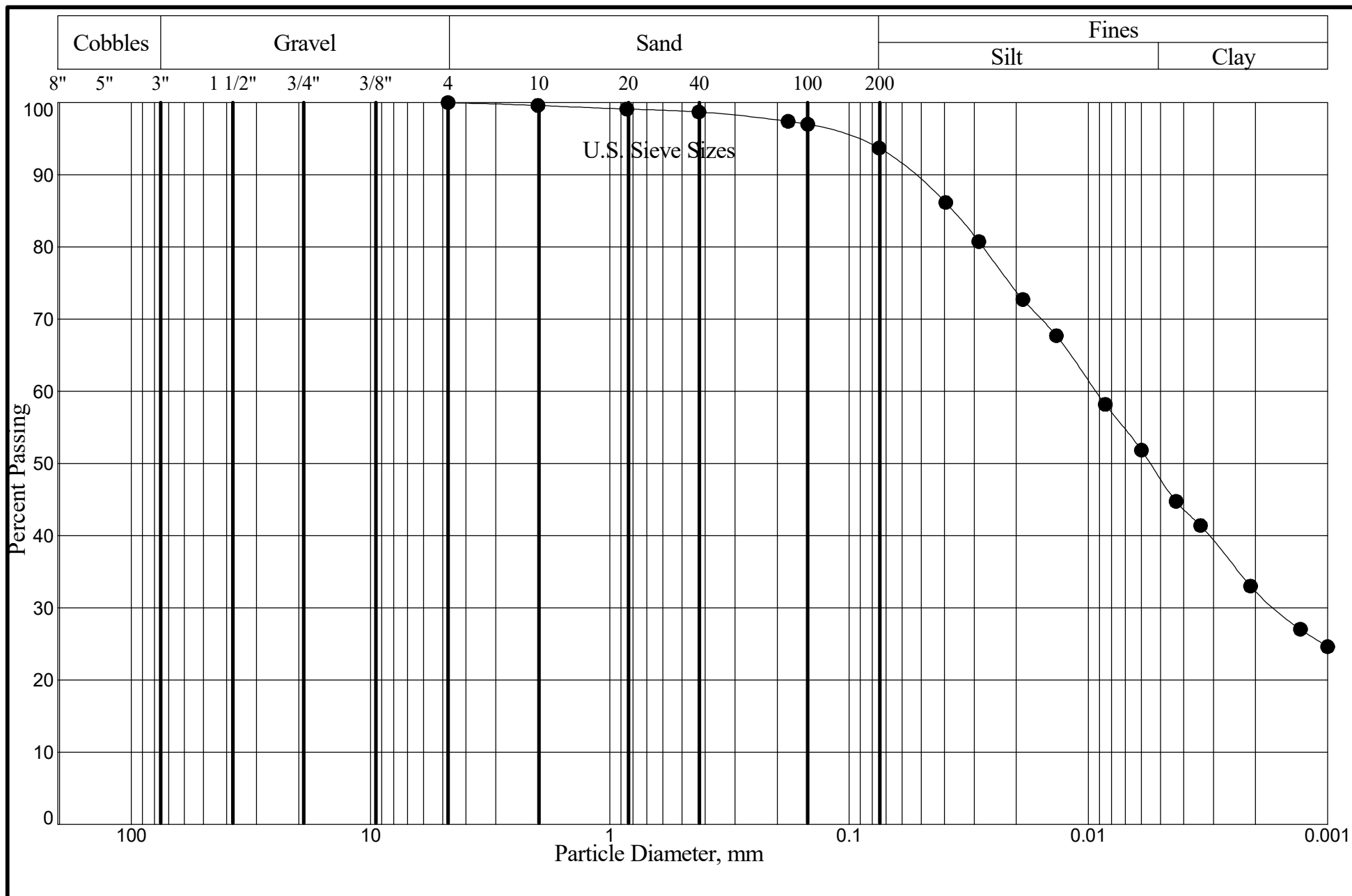
Project Number: 05-3404L
984 Budge Drive

149

Boring No.: JG-4
Sample No: D4
Depth: 20' to 21.5'
Date Received: 05/19/2017

% 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			

5/26/17



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Grain Size Analysis Curve

Project Number: 05-3404L
984 Budge Drive

150

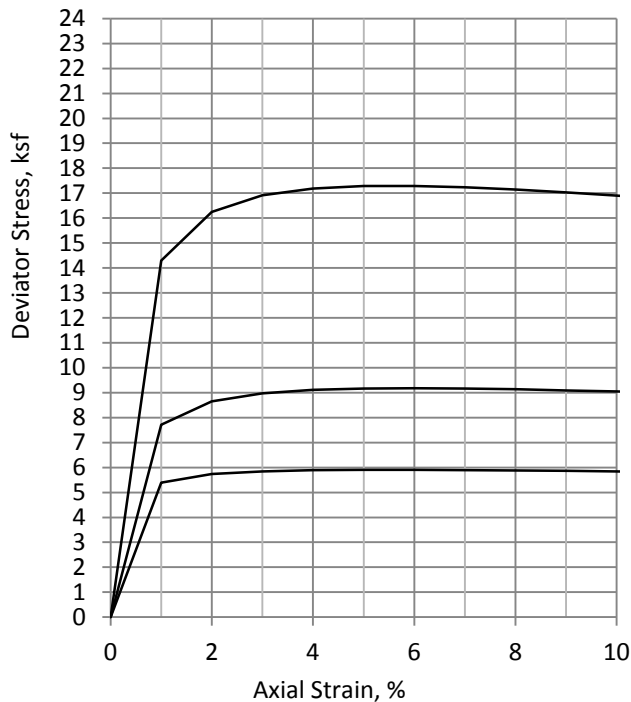
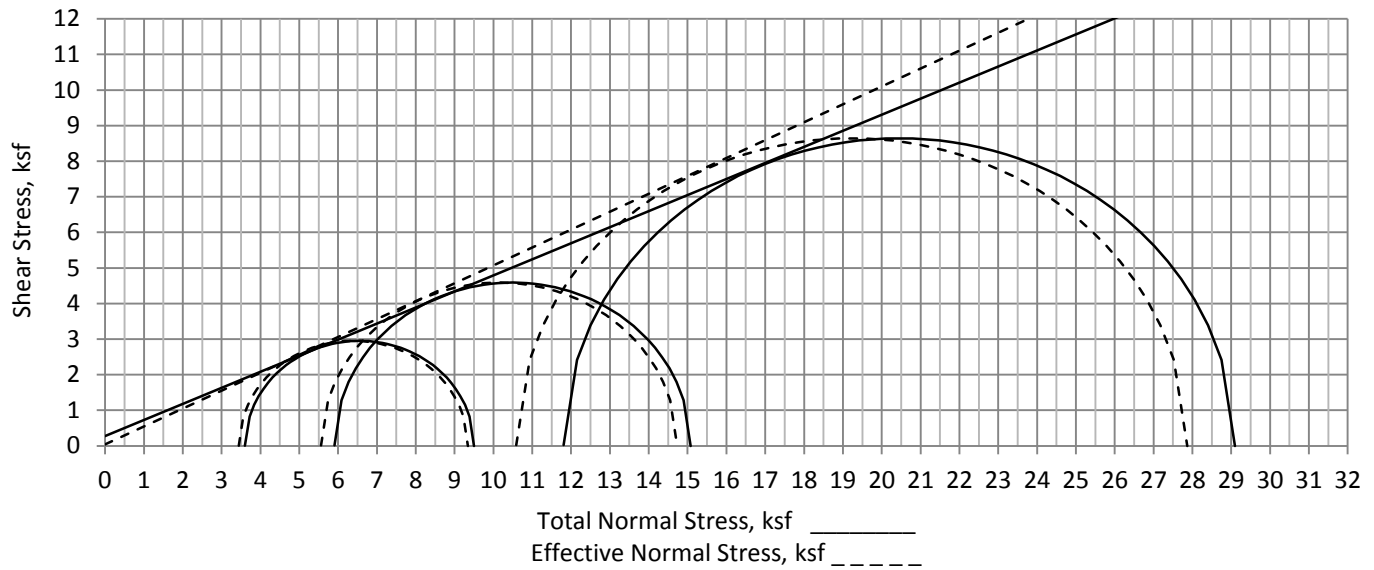
Boring No.: JG-5
Sample No: D3
Depth: 15' to 16.5'
Date Received: 05/19/2017

% 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			

5/26/17

Total: $\phi = 24.3^\circ$, $C = 0.275$ ksf

Effective: $\phi' = 26.7^\circ$, $C' = 0.042$ 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

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

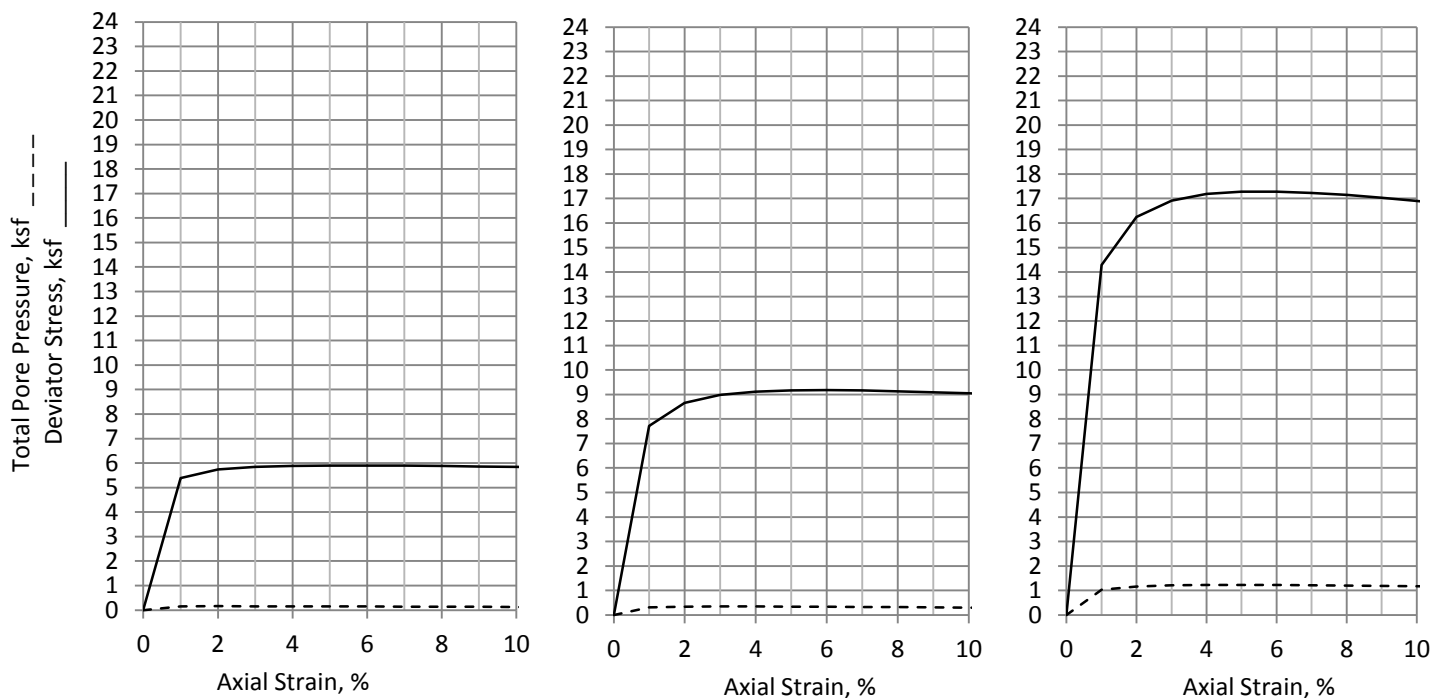
Description: Lean Clay (CL) with Sand, medium plasticity, trace layered orangish brown sandstone and grey shale, moist, stiff

Remarks:

Figure _____

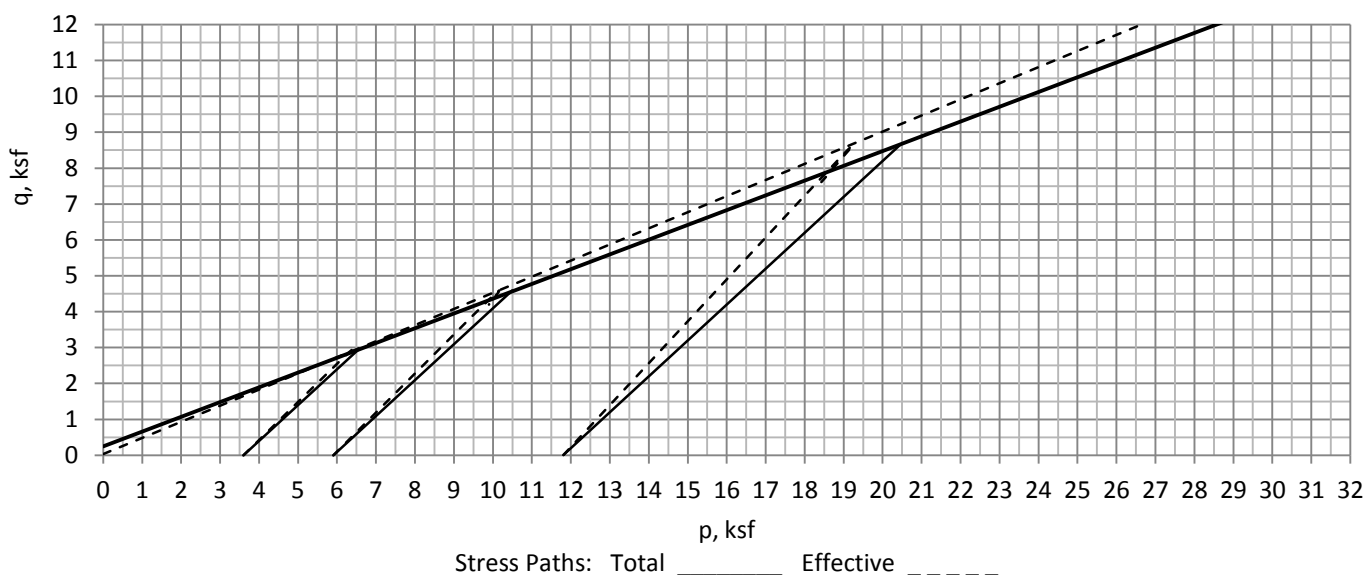


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Phone: 406.652.3930
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Total: $\alpha = 22.4^\circ$, $a = 0.251$ ksf

Effective: $\alpha' = 24.2^\circ$, $a' = 0.037$ ksf



TRIAXIAL COMPRESSION

ASTM D4767, CU with Pore Pressures, Extension

Project: 15-3404L Laboratory Testing
Jorgensen Associates, P.C.
Jackson, Wyoming

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

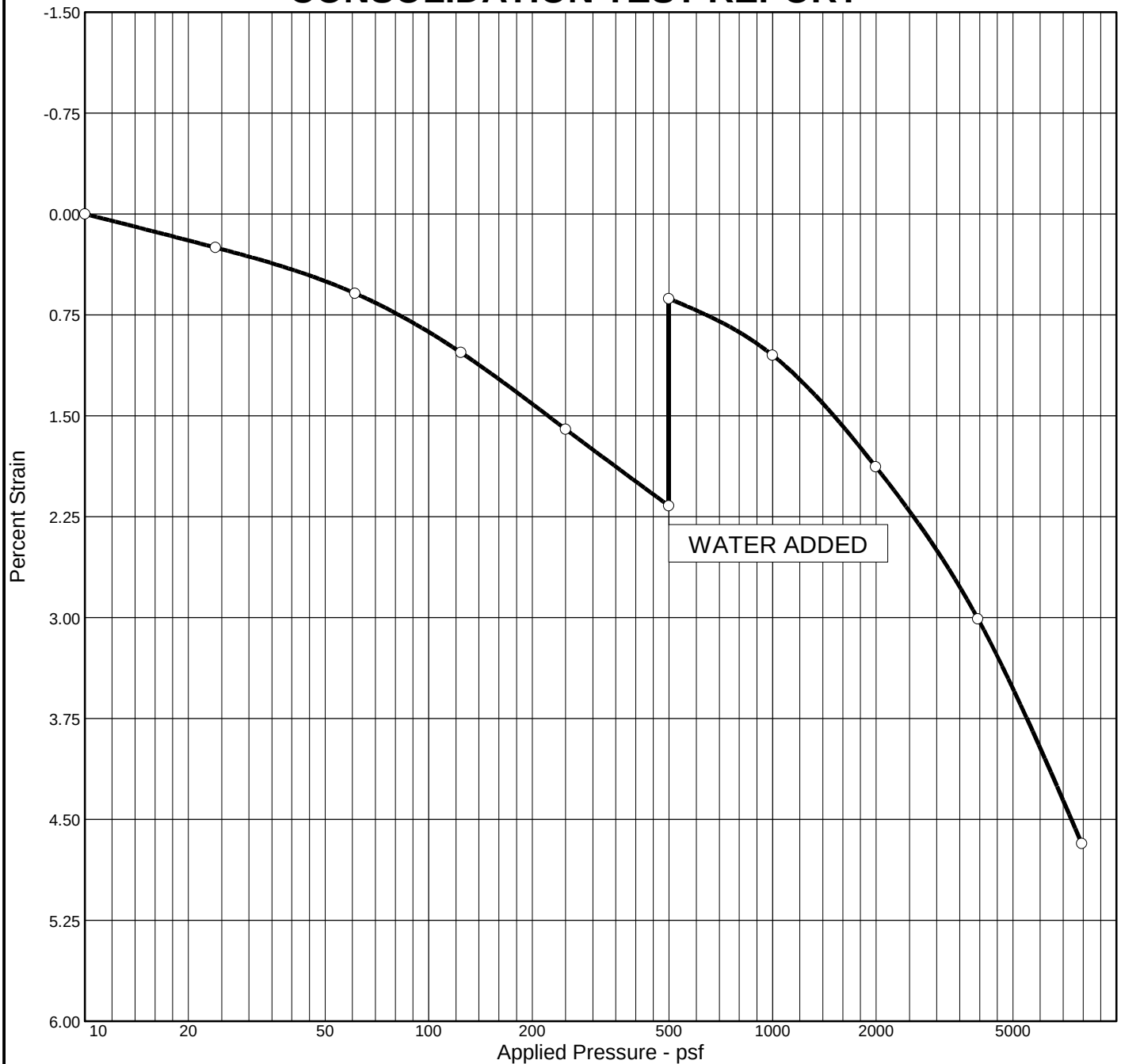
Remarks:



P. O. Box 80190
Billings, MT 59108-0190
Phone: 406.652.3930
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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_0
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 layered light brown sandstone and dark brown shale, orangish brown, moist, stiff											CL

Project No. 15-3404L	Client: Jorgensen Associates, PC	Remarks:
Project: 16092 984 Budge Drive		
Location: JG-3 U1 Depth: 10 - 12 ft		
CONSOLIDATION TEST REPORT		Figure
SK GEOTECHNICAL CORP.		

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

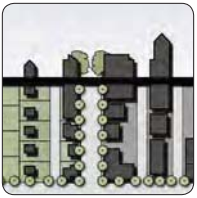
² Sewer Demand based on daily flow rates from the WYDEQ CH 25, Section 3, Table 1

³ Peak Hour Factor based on busiest hour occurring 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. | 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: 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 ☒ 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

____ 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?

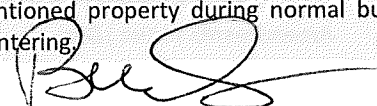
X **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

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

Brendan Schulte

Name Printed

1/16/2020

Date

Senior Project Manager

Title



*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

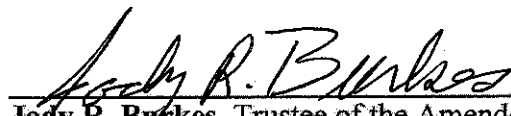
including and together with all and singular the tenements, hereditaments, appurtenances and improvements or thereunto belonging and any rights of grantor to minerals thereunder, but subject to taxes, assessments, covenants, restrictions, reservations, easements and rights-of-way of sight and/or record,

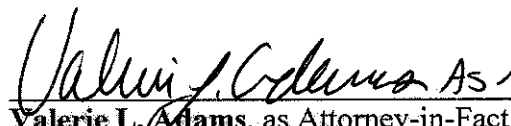
hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, for purposes of this conveyance.

WITNESS the due execution and delivery of this instrument effective as of the 16th day of June, 2017.

Released	☒
Indexed	☒
Abstracted	☒
Scanned	☒

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

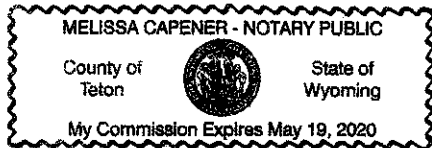

Jody R. Burkes, Trustee of the Amended
and Restated Burkes Family Trust u/t/a
dated 1/1/2014


Valerie L. Adams, as Attorney-in-Fact
for Linda S. Burkes, Trustee of the Amended
and Restated Burkes Family Trust u/t/a
dated 1/1/2014

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.



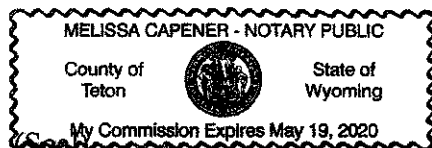
(Seal)

Melissa Capener
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.



(Seal)

Melissa Capener
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:

[Signature]

(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)

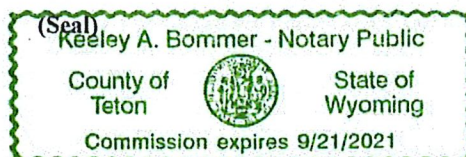
The foregoing instrument was acknowledged before me by STEFAN FODOR this 7th day of MARCH, 20018

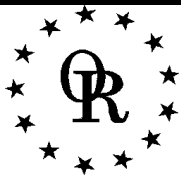
WITNESS my hand and official seal.

[Signature]

(Notary Public)

My commission expires:





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

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 <i>no longer</i> 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)
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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.
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Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • <i>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.</i>
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • <i>Old Republic Title doesn't jointly market.</i>

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)	Lighting plan required with Building Permit
• Exterior Lighting • Scenic Resource Overlay (SRO) Standards	
✓ Natural Hazards to Avoid (see Div. 5.4 for more information)	Hillside CUP required for average cross slopes 10% and greater.
• 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)	R
	• 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)	
☒ 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	Required to be paid at time of recording of plat.
	7.5.2. Park Exactions	
	7.5.3. School Exactions	
✓	Division 7.6, Transportation Facility Standards	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.
	7.6.2 Access to Roads, Streets and Highways	
	7.6.3 Streets, Alleys, and Easements	
	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

PLANNING

Project Number	P19-251	Applied	11/6/2019	STOL
Project Name	Pre-App - 984 Budge Drive	Approved		
Type	PREAPPLICATION	Closed		
Subtype	DEVELOPMENT OPTION PLAN	Expired		
Status	STAFF REVIEW	Status		

Applicant	Jorgensen Associates, P.C.	Owner	BLUFFS DEVELOPMENT GROUP, LLC
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Site Address	City	State	Zip
984 BUDGE DRIVE	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
CRYSTAL VALLEY ADDITION	22411632107001	

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
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.	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			Remarks
		Sent	Due	Received	
Contact 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			
		Sent	Due	Received	Remarks
Contact					
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.

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
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, 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, 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 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.

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
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			
		Sent	Due	Received	Remarks
Contact					
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					
.....					

PLANNING

Project Number	P20-009	Applied	1/16/2020	STOL
Project Name	Development Plan - Bluffs Development		Approved	
Type	DEVPLAN	Closed		
Subtype	LAND DIVISION	Expired		
Status	STAFF REVIEW	Status		

Applicant	Jorgensen Associates, P.C.	Owner	BLUFFS DEVELOPMENT GROUP, LLC
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Site Address	City	State	Zip
984 BUDGE DRIVE	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
CRYSTAL VALLEY ADDITION	22411632107001	

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact Notes					
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.

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.

Fire Kathy Clay
(3/13/2020 11:21 AM TV)
please see first comments.

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 Livability 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.

Type of Review Contact Notes	Status	Dates				Remarks
		Sent	Due	Received		
Legal Lea Colasuonno (2/2/2020 6:22 AM LC)	APPROVED W/CONDITI	1/17/2020	2/7/2020	2/2/2020		Lea Colasuonno
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.”						
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						
Parks and Rec Steve Ashworth (2/13/2020 3:59 PM STOL)	NO COMMENT	2/13/2020	2/28/2020	2/13/2020		
No comments from P&R on P20-009.010, Budge Drive.						
Andy Erskine, CPSI						
Pathways Brian Schilling		1/17/2020				
Pathways Brian Schilling						
		2/13/2020	2/28/2020			

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
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			Remarks
		Sent	Due	Received	
Contact					
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 been 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			
		Sent	Due	Received	Remarks
Contact					
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 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. 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 if the 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 line potentially subject to movement exists on the lot of record.					

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
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 deliveries, 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			
		Sent	Due	Received	Remarks
Contact					
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 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, 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					

PLANNING

Project Number	P20-010	Applied	1/16/2020	STOL
Project Name	Hill Side CUP - Bluffs Development	Approved		
Type	CUP	Closed		
Subtype	HILLSIDE	Expired		
Status	STAFF REVIEW	Status		

Applicant		Owner	BLUFFS DEVELOPMENT GROUP, LLC
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Site Address	City	State	Zip
984 BUDGE DRIVE	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
CRYSTAL VALLEY ADDITION	22411632107001	

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
Building	APPROVED	1/17/2020	2/7/2020	1/21/2020	
Kelly Sluder					

Building APPROVED W/CONDITI 2/13/2020 2/28/2020 2/13/2020
 Kelly Sluder
 (2/13/2020 11:07 AM KS)
 All future structures will be required to meet the current adopted building codes.

Fire APPROVED W/CONDITI 1/17/2020 3/3/2020
 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.

Fire APPROVED W/CONDITI 2/13/2020 2/28/2020 3/13/2020
 Kathy Clay
 (3/13/2020 11:21 AM TV)
 please see first comments.

Joint Housing Dept 1/17/2020
 Stacy Stoker

Joint Housing Dept 2/13/2020 2/28/2020
 Stacy Stoker

Legal APPROVED W/CONDITI 1/17/2020 2/7/2020 2/2/2020 See P20-009 comments
 Lea Colasuonno
 (2/2/2020 6:35 AM LC)
 See comments in P20-009; They apply to this P-number as well.

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Legal Lea Colasuonno	APPROVED W/CONDITI	2/13/2020	2/28/2020	2/14/2020	

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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

.....

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

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Pathways
Brian Schilling

.....

Pathways
Brian Schilling

.....

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

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
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			Remarks
		Sent	Due	Received	
Contact 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 been 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			
		Sent	Due	Received	Remarks
Contact 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 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.					
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					

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=5a6038b3a1684561a9b0aaddf88412fcf>
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 fallacy. 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 unrepresented 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

Jackson Hole News & Guide

Jackson, Wyoming • 50 cents • December 29, 2004

From: [Public Comment](#)
To: [Elizabeth Kingwill](#)
Cc: [Paul Anthony](#); [Tiffany Stoltz](#)
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????



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).

Simon Associates LLC

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.

Simon Associates LLC

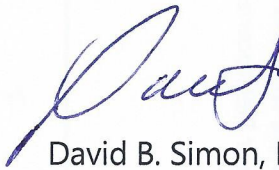
Geologic Review
Lot 1 Crystal Valley Addition
984 Budge Drive, Town of Jackson, Wyoming

SA Project No. 20-345
April 28, 2020
Page 6 of 8

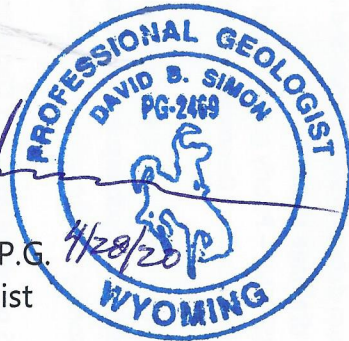
In the meantime, should you have any questions, please feel free to contact the undersigned. The opportunity to be of service to the Town of Jackson is appreciated.

Very truly yours,

SA



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

Simon Associates LLC

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).

Jorgensen, 2017, Jorgensen Geotechnical, LLC, Preliminary slope stability analysis, 984 Budge Drive, Jackson, Wyoming, prepared for Mr. Dennis Callaghan, 45 River Avenue, Monmouth Beach, NJ 07750, dated March 10, 2017.

Jorgensen, 2018, Jorgensen Geotechnical, LLC, Geotechnical engineering report, 984 Budge Drive, Jackson, Wyoming, Project No: 16092, prepared for Mr. Dennis Callaghan, Callaghan Partners, 45 River Avenue, Monmouth Beach, NJ 07750, dated April 23, 2018.

Jorgensen, 2020, 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.

Love, J.D., and Albee, H.F., 1972, Folio of the Jackson quadrangle, Wyoming, Map _769-A, Geologic map of the Jackson quadrangle, Teton County, Wyoming, scale 1:24,000.
https://ngmdb.usgs.gov/Prodesc/proddesc_9549.htm

Love, J. D., and Albee, Howard F., 2003, J. David Love historical geologic map series; LMS-9, Geologic map of the Jackson quadrangle, Teton County, Wyoming, scale 1:24,000.
<https://uwdigital.uwyo.edu/islandora/object/wyu%3A121169>

Geologic Review
Lot 1 Crystal Valley Addition
984 Budge Drive, Town of Jackson, Wyoming

SA Project No. 20-345
April 28, 2020
Page 8 of 8

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Simon Associates LLC



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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.

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.

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 surface. 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.

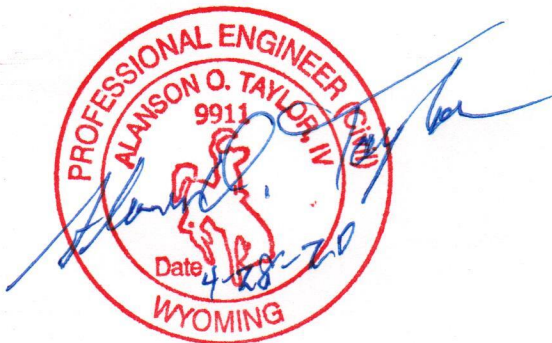
CLOSURE

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
P.O. Box 1687
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

A handwritten signature in blue ink that reads "Colter H. Lane". The signature is written in a cursive, flowing style.

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/m ³) (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 ^a	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 ^a	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 ^a	Proctor Dam, Tcx.	11.5	23.1	62	32	68	0.44
12	Bearpaw shale ^a	Billings, Mont.	15.7	21.8	68	24	51	0.86
13	Slide debris	San Francisco, Calif.	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 ^a	Washington, D.C.	21.6	20.7	77	25	59	0.88
16	Pierre shale ^a	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 ^a	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 ^a	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 ^a	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 shale ^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	Panoche clay gouge	San Francisco, Calif.	34.8	21.8	219	56	72	2.26
31	Lea Park bentonitic shalc	Saskatchewan, 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

^aIndex properties from Mcsri 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 overconsolidated 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 (σ_v') 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-

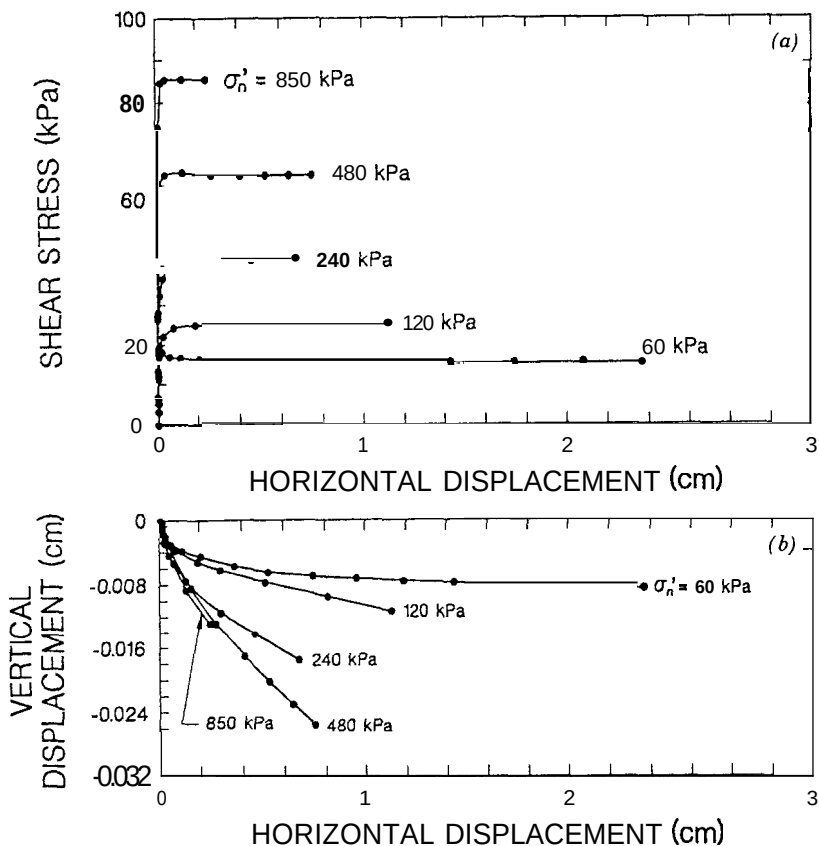


FIG. 1. Drained Multistage Ring Shear Test on Altarnira Bentonitic Tuff

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_v) is defined as the plasticity index divided by the clay-size

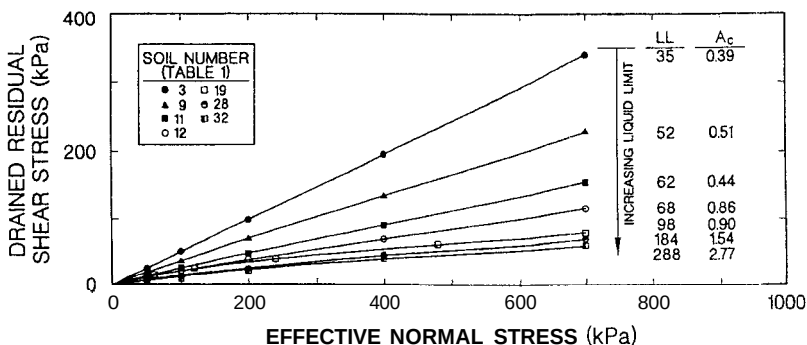


FIG. 2. Effect of Clay Mineralogy on Drained Residual Failure Envelopes

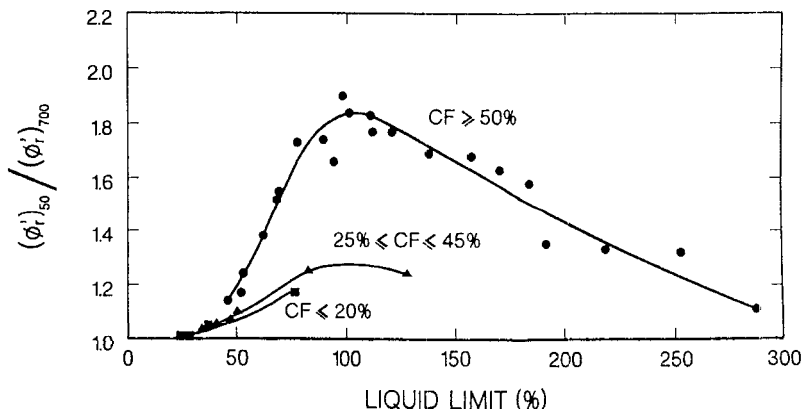


FIG. 3. Reduction in Secant Residual Friction Angle from Effective Normal Stresses of 50 kPa to 700 kPa

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 non-linear. 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 interaction 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

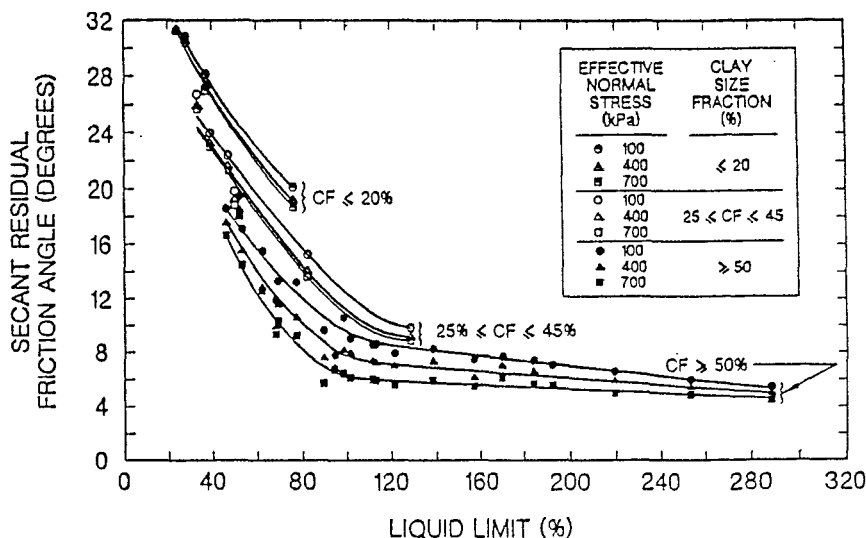


FIG. 4. Relationship between Drained Residual Friction Angle and Liquid Limit

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 km² landslide on the south flank of the Palos Verdes Peninsula, near Los Angeles, Calif.

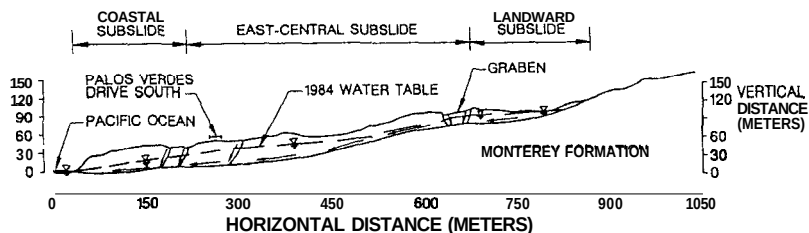


FIG. 5. Typical Cross Section through Portuguese Bend Landslide [after Ehlig (1987)]

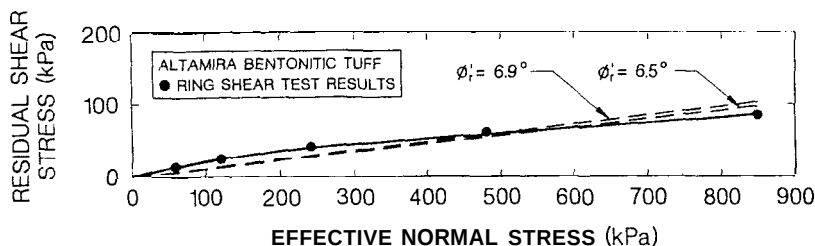


FIG. 6. Drained Residual Failure Envelope for Altamira Bentonitic Tuff

Recent movement of the landslide began in 1956 when 1.052 km² 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 subsides (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 subsides 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.

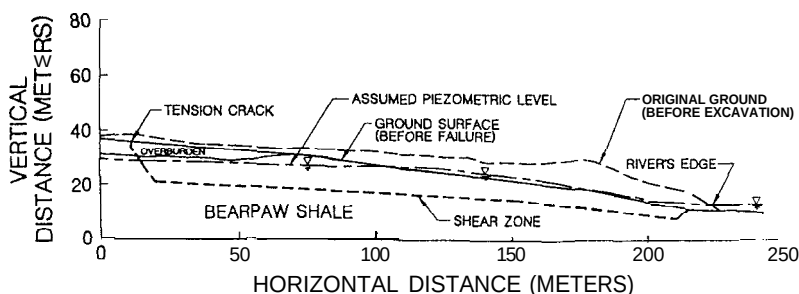
Sliding is occurring along thin bentonitic tuffaceous beds in the Altamira shale member of the middle Miocene Monterey Formation. The tuffaceous beds consist of bentonite that is predominantly calcium-montmorillonite. The liquid limit, plasticity index, and clay-size fraction of the remolded bentonitic 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)	Effective friction 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 kNm^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/m³ and 18.7 kN/m³, 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

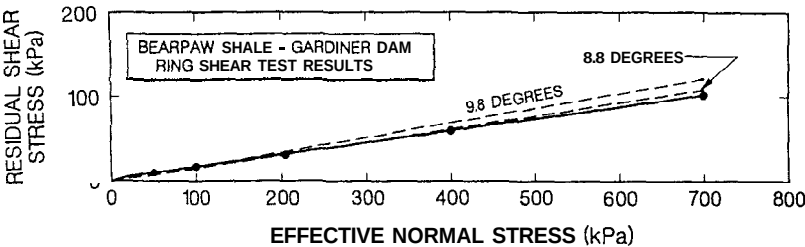


FIG. 8. Drained Residual Failure Envelope for Bearpaw Shale from Saskatchewan, Canada

TABLE 3. Comparison of Empirical Correlations for Drained Residual Strength Using Field Case Histories

Soil index property (1)	Reference (2)	Gardiner Dam (LL = 128; FI = 101; CF = 43)		Portuguese Bend (LL = 98; PI = 61; CF = 68)	
		Residual friction angle (3)	Factor of safety (4)	Residual friction angle (5)	Factor of safety (6)
Liquid limit and clay fraction	Current study	9.8	1.02	6.9	1.04
Clay fraction	Skempton (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 Josseume (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 Josseume (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 friction 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.

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Direct Shear of Soils Under Consolidated Drained Conditions, ASTM D3080

Date: June 1, 2017

Project: 15-3404L
Jorgensen 16092
984 Budge Drive
Jackson, Wyoming

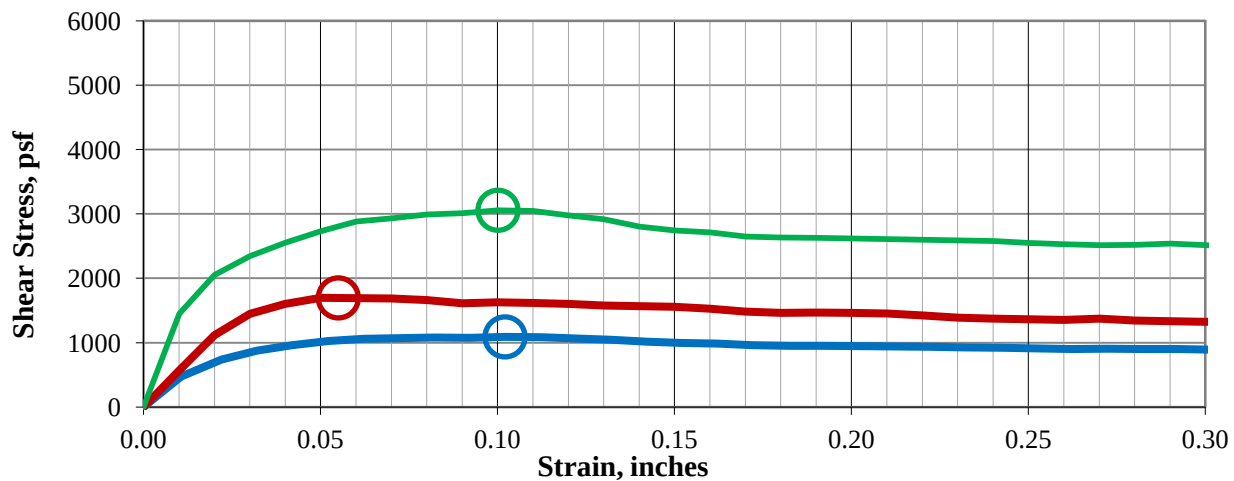
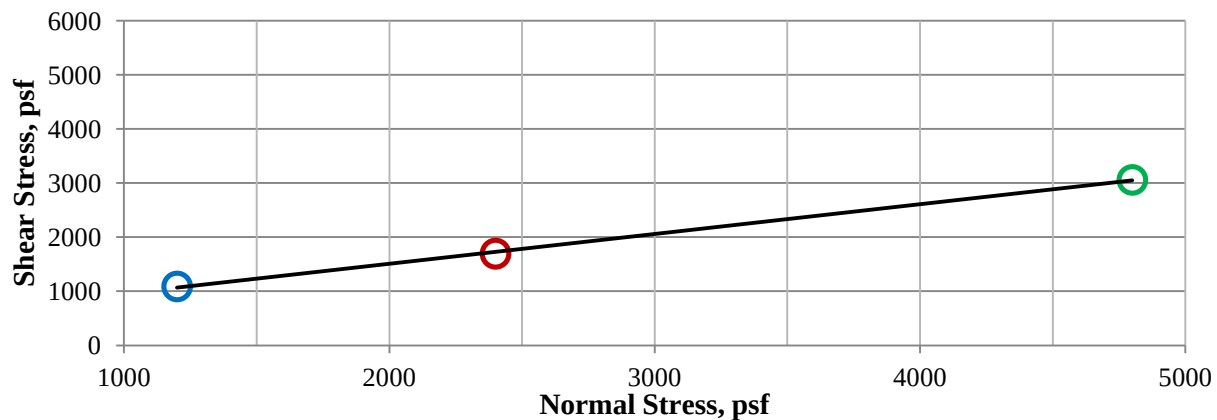
Client: Mr. Harrison Carter
Jorgensen Associates, PC
PO Box 9550, 1315 HWY 89 S., Suite 201
Jackson, Wyoming 83002

Sample Data:

Boring: JG-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

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-3 U1

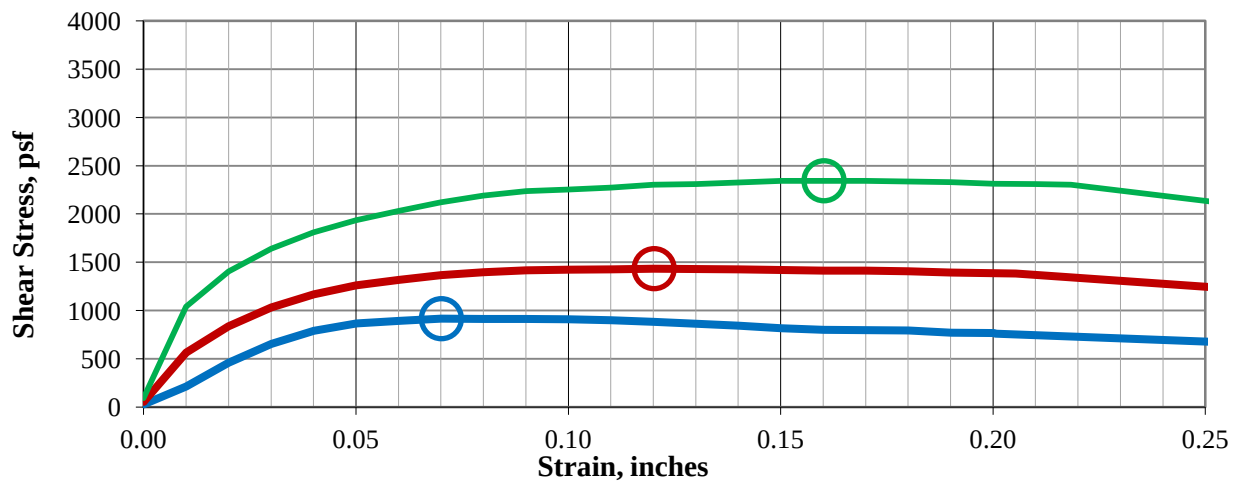
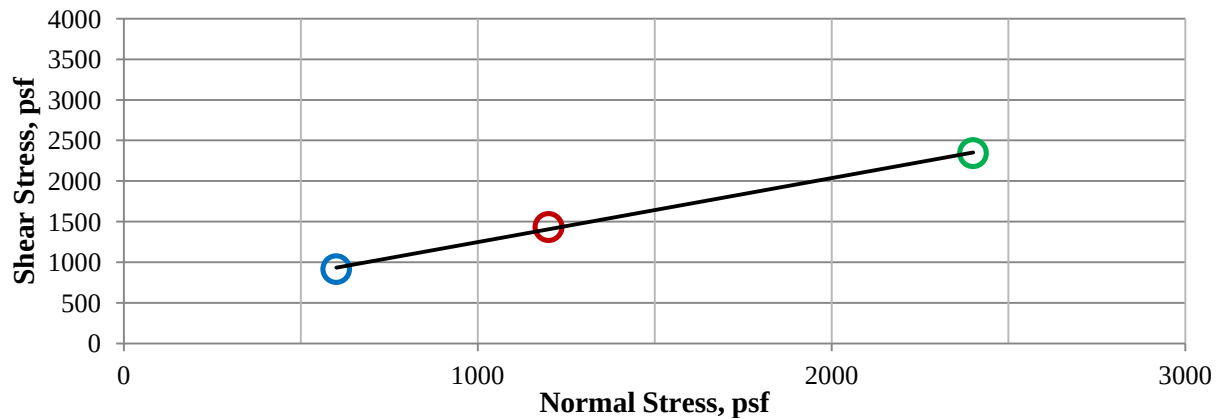
Depth: 10 - 12 '

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

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-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°

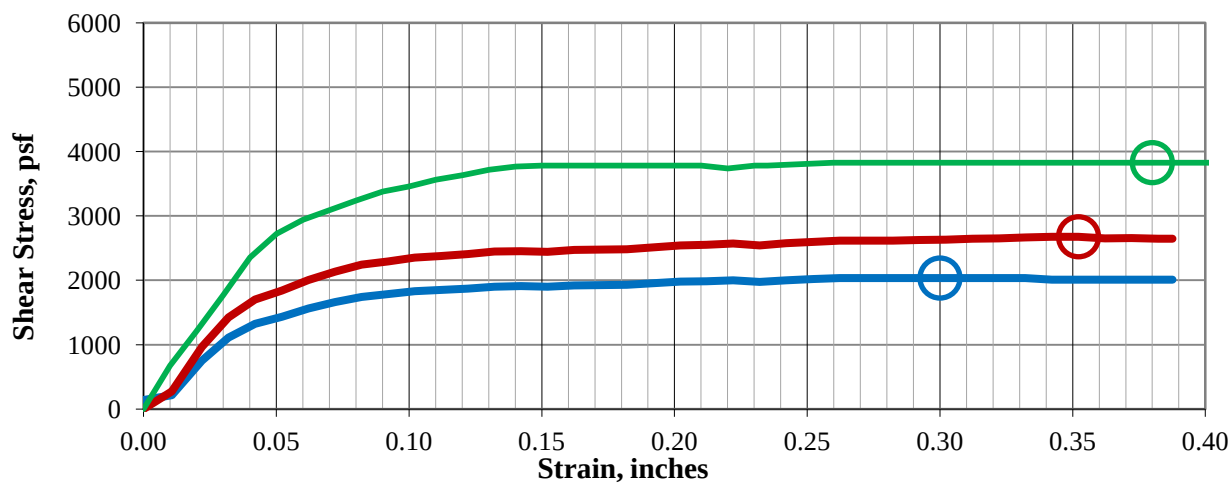
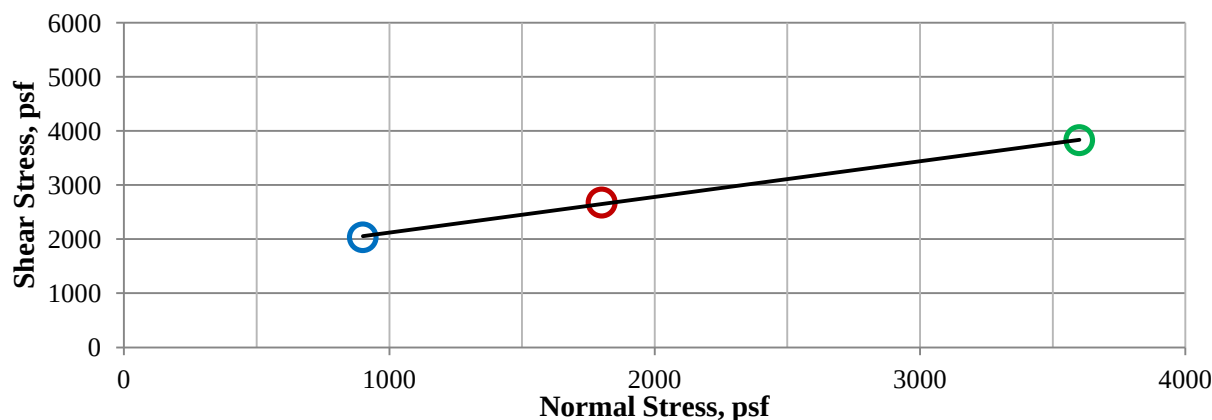
33.5

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

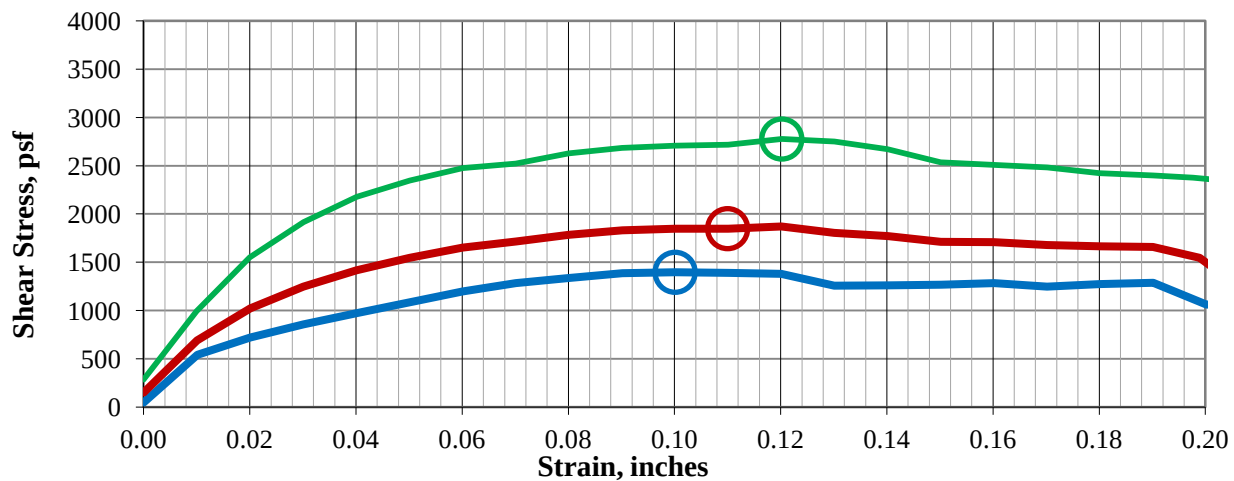
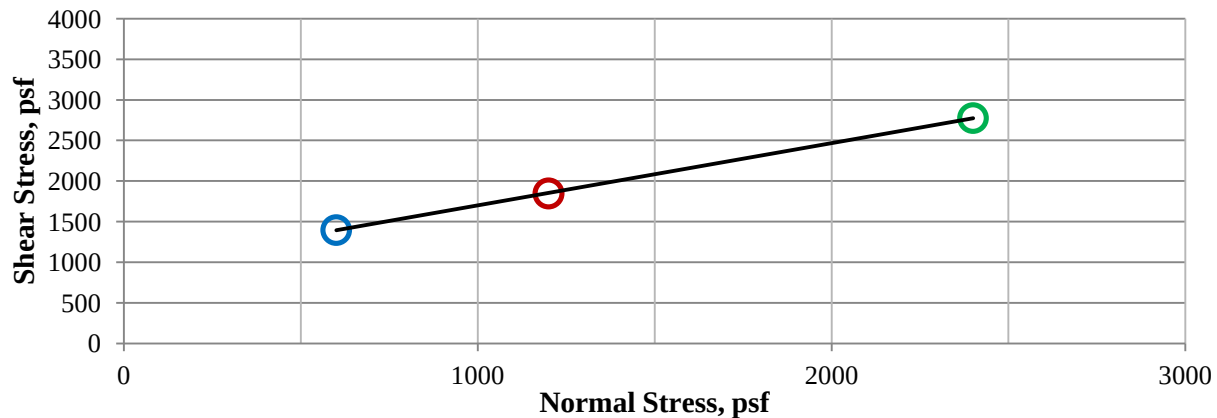
Depth: 10 - 12 '

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

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: 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
Time: 8:07:09 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: 8:07:14 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

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



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



PLANNING & BUILDING DEPARTMENT

July 3, 2020

Jorgensen Associates
Attn: Brendan Schulte
PO Box 9550
Jackson, WY 83002



**RE: Item P20-068
Zoning Compliance Verification (ZCV)
Property Addressed at 984 Budge Drive**

Dear Mr. Schulte:

After reviewing the Town Planning & Building files and the information provided in your submittal letter dated April 10, 2020 for the "Property" referenced above, the Planning Director has determined the following regarding the question about manmade slopes:

Are the 25% and greater steep slopes, shown in blue in the submitted site plan, manmade and therefore exempt from a Variance according to Section 5.4.1.B.1?

The specific exemption the applicant is seeking to apply is the one for manmade slopes found in the steep slopes exemption in Section 5.4.1.B.1 which allows physical development on slopes over 25% without the need for a variance. As noted in the applicant's submittal, the applicant has provided historical data (aerials) and slope analysis to show that the areas of slope (in blue) greater than 25% on the subject property are due to manmade activities associated with the development of the Property and property to the north starting in the late 1960s and continuing into the late-1970s.

The basic conclusion is that the construction cuts made to flatten the site for its original development creating manmade grades along the perimeter of the Property, exceeding 25%, were not present prior to the manmade activities. Staff finds the applicant's submitted materials and analysis to be fair and reasonable and so we conclude that development of 984 Budge Drive is not subject to a Variance provided that physical developed stays within the already disturbed areas and does not go beyond the blue areas depicted in the site plan. Staff would like to note that final site disturbance will be subject to review and approval by the Town Engineer.

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,

A handwritten signature in blue ink, appearing to read "Tyler Valentine".

Tyler Valentine
Senior Planner

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 ☒ 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

_____ 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.

Brendan Schulte
Signature of Property Owner or Authorized Applicant/Agent
Brendan Schulte
Name Printed

4/10/2020
Date
Senoir Project Manager
Title

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:

[Signature]

(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

)

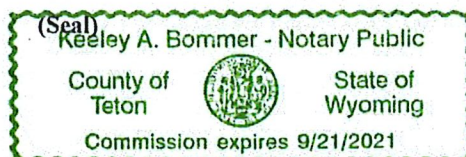
The foregoing instrument was acknowledged before me by STEFAN FODOR this 7th day of MARCH, 20018

WITNESS my hand and official seal.

[Signature]

(Notary Public)

My commission expires:





*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

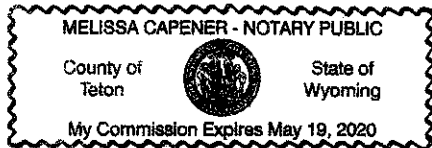
Valerie L. Adams As Attorney-in-Fact
Valerie L. Adams, as Attorney-in-Fact For Linda S. Burkes
for Linda S. Burkes, Trustee of the Amended
and Restated Burkes Family Trust u/t/a
dated 1/1/2014

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.



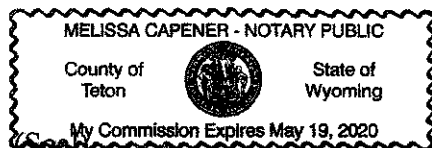
(Seal)

Melissa Capener
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.



(Seal)

Melissa Capener
Notary Public
My Commission Expires: 5/19/20



April 10, 2020

Tyler Valentine
Town of Jackson Planning and Building Department
Post Office Box 1687
Jackson, Wyoming 83001

RE: MAN-MADE SLOPE ANALYSIS - IN SUPPORT OF ZCV APPLICATION, THE BLUFFS, 984 BUDGE DRIVE

Dear Tyler,

The proposed development is located at 984 Budge Drive in Jackson, Wyoming (the "Property"). As currently proposed, the buildable areas of the Property contain slopes which exceed 25%. However, this property has been graded significantly prior to any grading regulation or permitting requirements. The Teton County Geographic Information System (TCGIS) shows aerial photos indicating significant grading occurred on the south slope of East Gros Ventre Butte in order to develop the various residential properties along Budge Drive. Major earthwork in this area, according to aerial photography, appears to have occurred well prior to the 1994 Town of Jackson Land Development Regulations (ToJLDRs).

METHODOLOGY

Historical aerial photography from the TCGIS was reviewed to establish a timeline for grading and disturbance in this area. The attached figures include pertinent, annotated aerial photos to illustrate this methodology.

It appears the majority of grading performed at 984 Budge Drive occurred between 1955 and 1967, most likely in the mid-1960s. The attached Figures 1 & 2 show pre- and post-construction images taken in 1955 and 1967, respectively. These improvements were made in the same era of the original Budge Drive construction and in association with development of the properties at 986 and 988 Budge Drive. The style of grading at the time and in the area (also performed on the Clark's Redi-mix property to the west) was a cut/fill approach where native material was cut from the hillside and placed downhill, thus creating a relatively level bench on which to develop residential and commercial structures. Aerial photography and site observations support this conclusion.

The approximate extent of the cut and fill relevant to this project has been estimated and shown on the TCGIS aerial image from 1977. Existing grade on the project site is nominally the same as it appears in 1977. One exception to this is additional grading which was performed between 2003 and 2005. Two modular structures were placed in the northwest portion of the property and grading into the hillside was performed to increase the flat platform surrounding the buildings. Cut material appears to have been placed downhill of these structures. The attached Figure 4 shows the 2005 TCGIS aerial photo, and the cut/fill areas are annotated.

No grading or earthwork is evident between 2005 (Figure 4) and 2015 (Figure 5). Additional grading was performed on the property during the response to the West Broadway Landslide by the Town of Jackson when the current owner donated an easement to the Town to support an alternate vehicle access and a waterline. The one-lane road is constructed using geogrid reinforced aggregate fill and supported above and below by precast concrete blocks.

Cuts and fills in the proposed Lots 1-4 are well-supported by aerial photographic evidence. Grading on Lot 5 required additional verification from site reconnaissance, and photos from a site visit in May 2017 are included as attachments to this letter. Annotations are included to show Jorgensen's interpretation of cut and fill areas.

CONCLUSIONS

According to the current ToJLDRs **Division 5.4.1.B.1, "Physical development on manmade slopes is permitted, provided that the proposed finish grade complies with all other applicable standards of these LDRs."** Based on the information described above, the slopes on the Property proposed for development which exceed 25% are manmade. Therefore, development of said slopes is allowed per Division 5.4.1.B.1.

If you have any questions regarding this letter, please don't hesitate to contact us.

Sincerely,

JORGENSEN GEOTECHNICAL, LLC



Colter H. Lane, P.E.

Geotechnical Engineering Manager

Attached: Figures 1-6: Aerial Photos from Teton County GIS MapServer
 Photos 1-2: Site Observation Photos (Lot 5), dated May 2017
 ZCV Exhibit

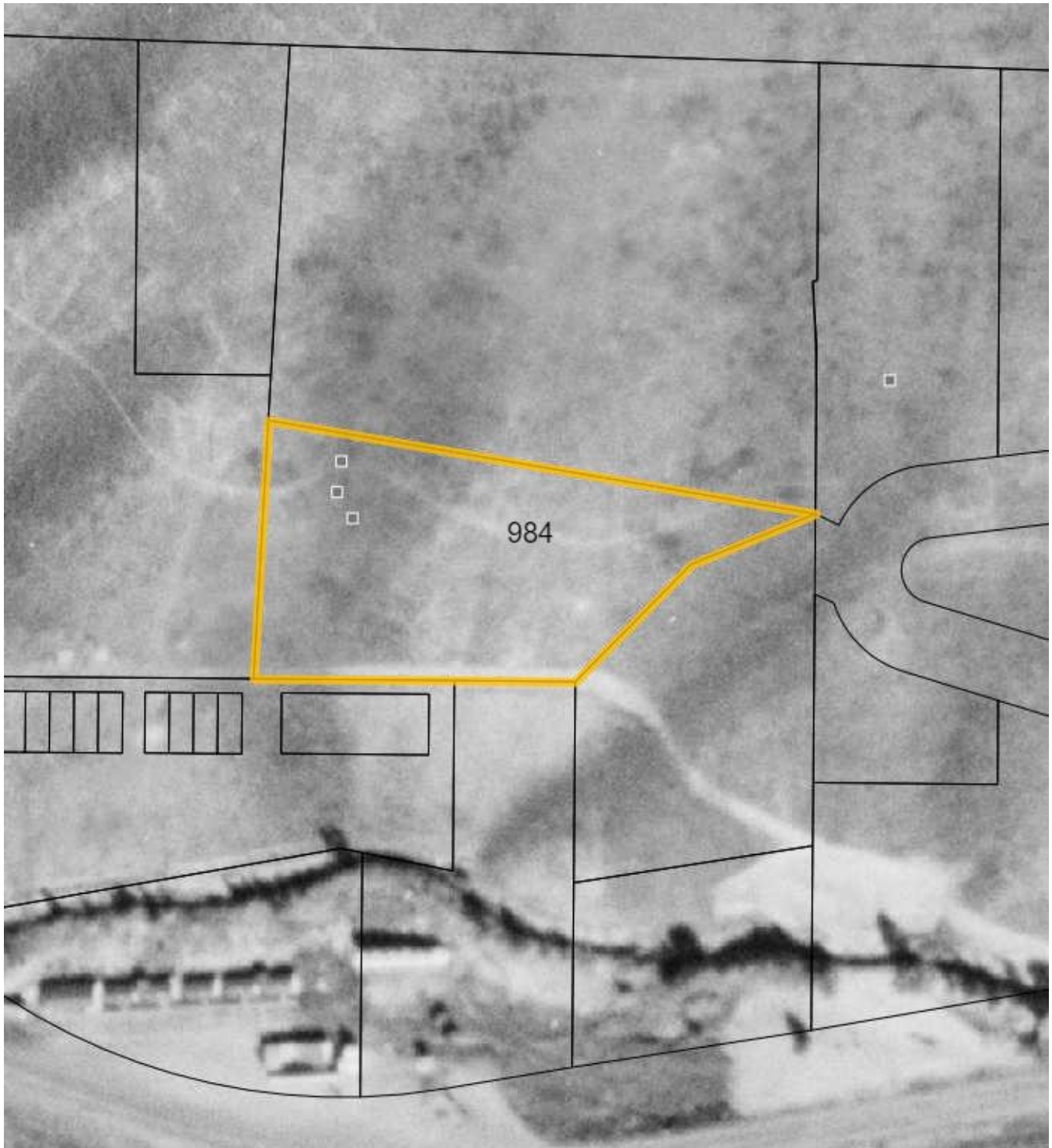


Figure 1 – Showing site pre-development. Some grading indicated along southern boundary, possible a small road or trail. Aerial Imagery dated 1955, Source Teton County GIS

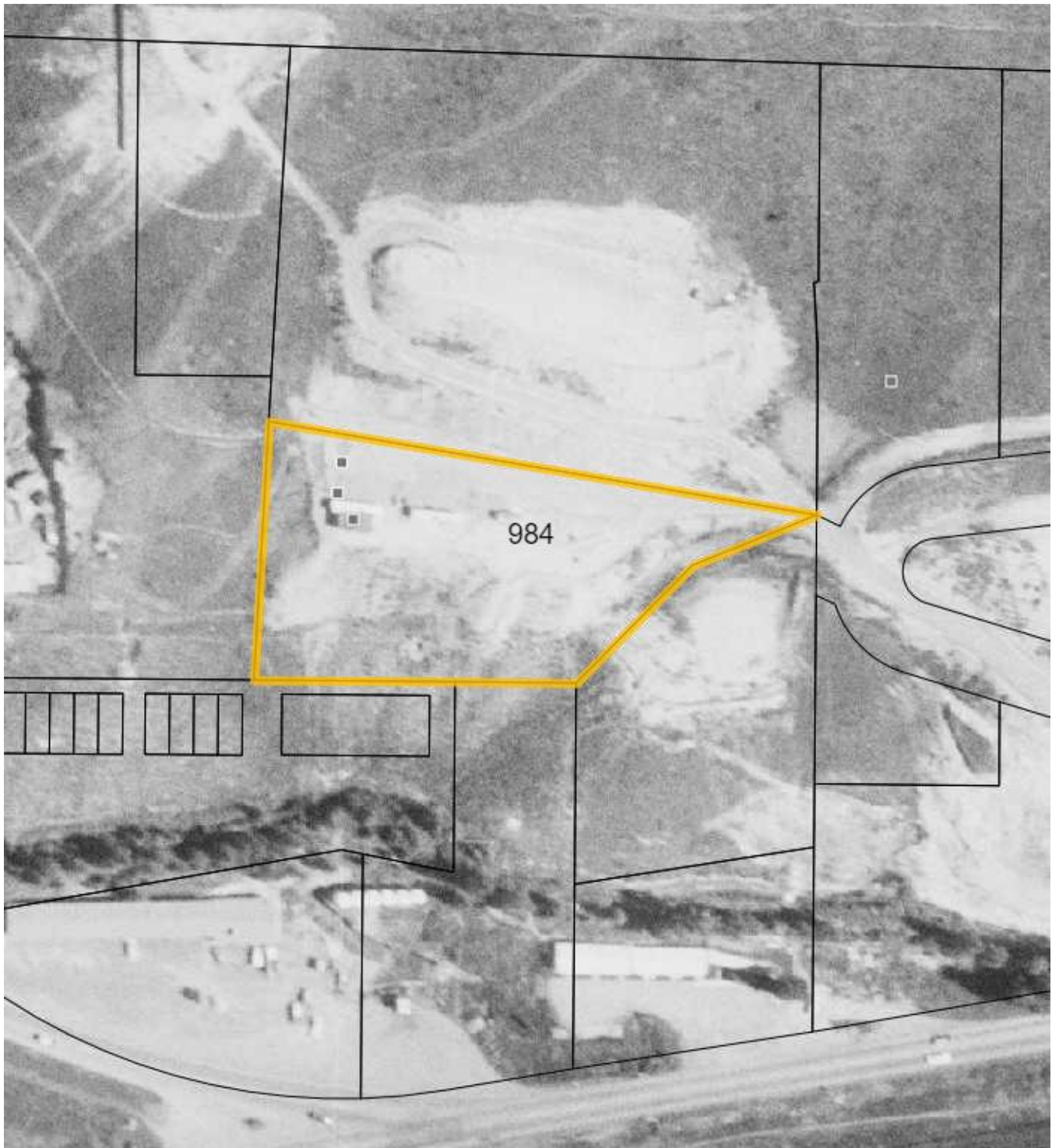


Figure 2 – Photo showing significant disturbance (i.e., earthwork/grading) for the development of 984, 986, and 988 Budge Drive. Aerial Imagery dated 1967 (note: aerial image appears to be shifted approximately 30-35 feet north relative to the property lines when compared to the 1977 photo), Source Teton County GIS.



Figure 3 – Grading on 984 Budge Drive appears to have reached its approximate existing condition by 1977. Annotations indicate approximate extent of cut and fill to create the existing topography. Aerial Imagery dated 1977, Source Teton County GIS

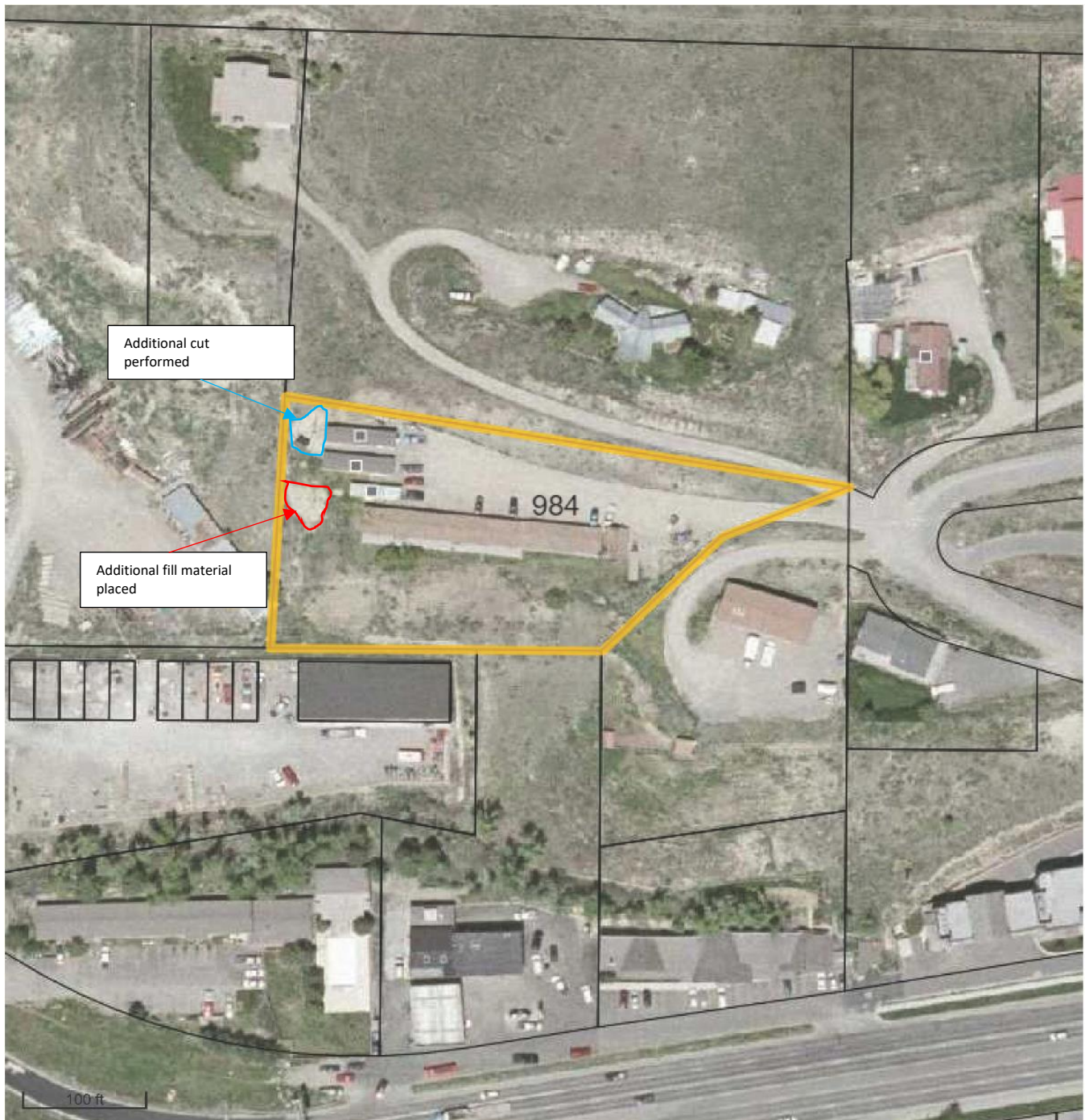


Figure 4 – Additional grading appears to have been performed during the construction of two new structures in the northwestern portion of the project area. The apparent cut and fill are annotated. Aerial Imagery dated 2005, Source Teton County GIS



Figure 5 – No noticeable change in site topography since 2005. Aerial Imagery dated 2015, Source Teton County GIS



Figure 6 – Additional grading between 2015 and 2017 includes an emergency access road and water utility corridor along the southern property boundary. Aerial Imagery dated 2017, Source Teton County GIS



Photo 1 – Photo taken facing NNW near the NW corner of the subject property. Grading that appears to have been performed between 2003 and 2005 is indicated. Photo dated May 2017, C Lane.

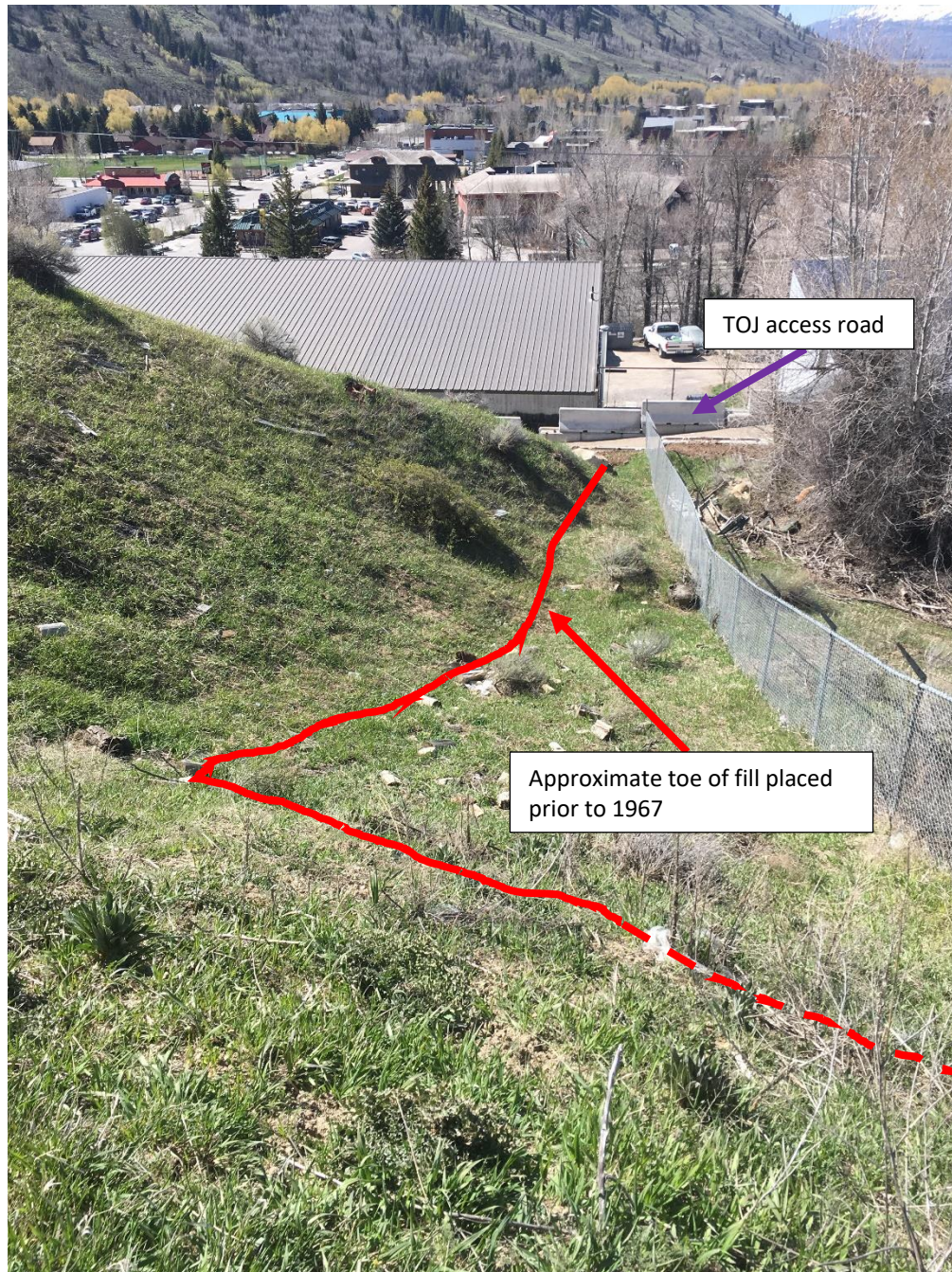


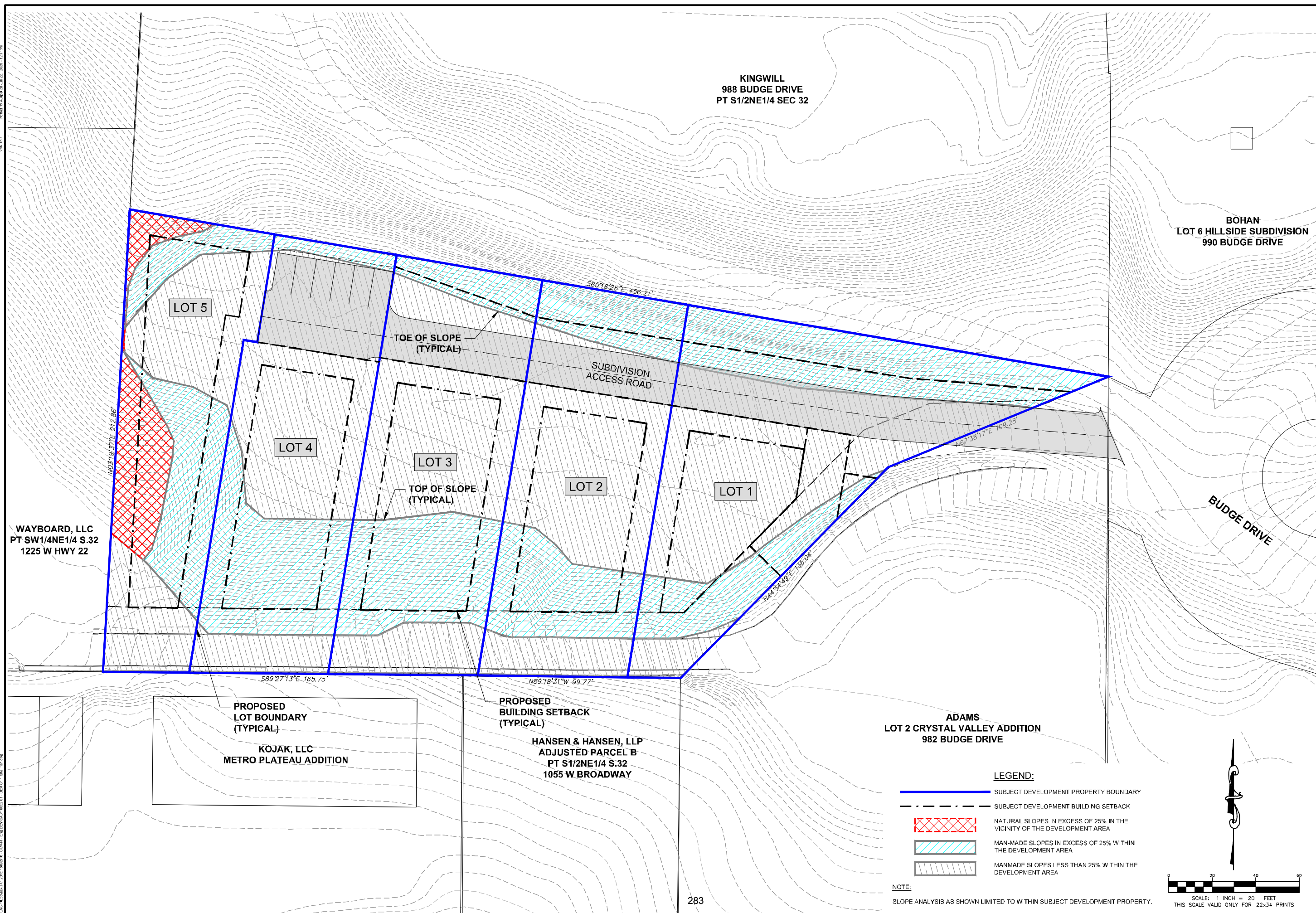
Photo 2 – Photo taken facing south. Road constructed by the TOJ is visible in the upper portion of the photo. The estimated toe of the fill placed during grading of the site is shown. Photo dated May 2017, C Lane.

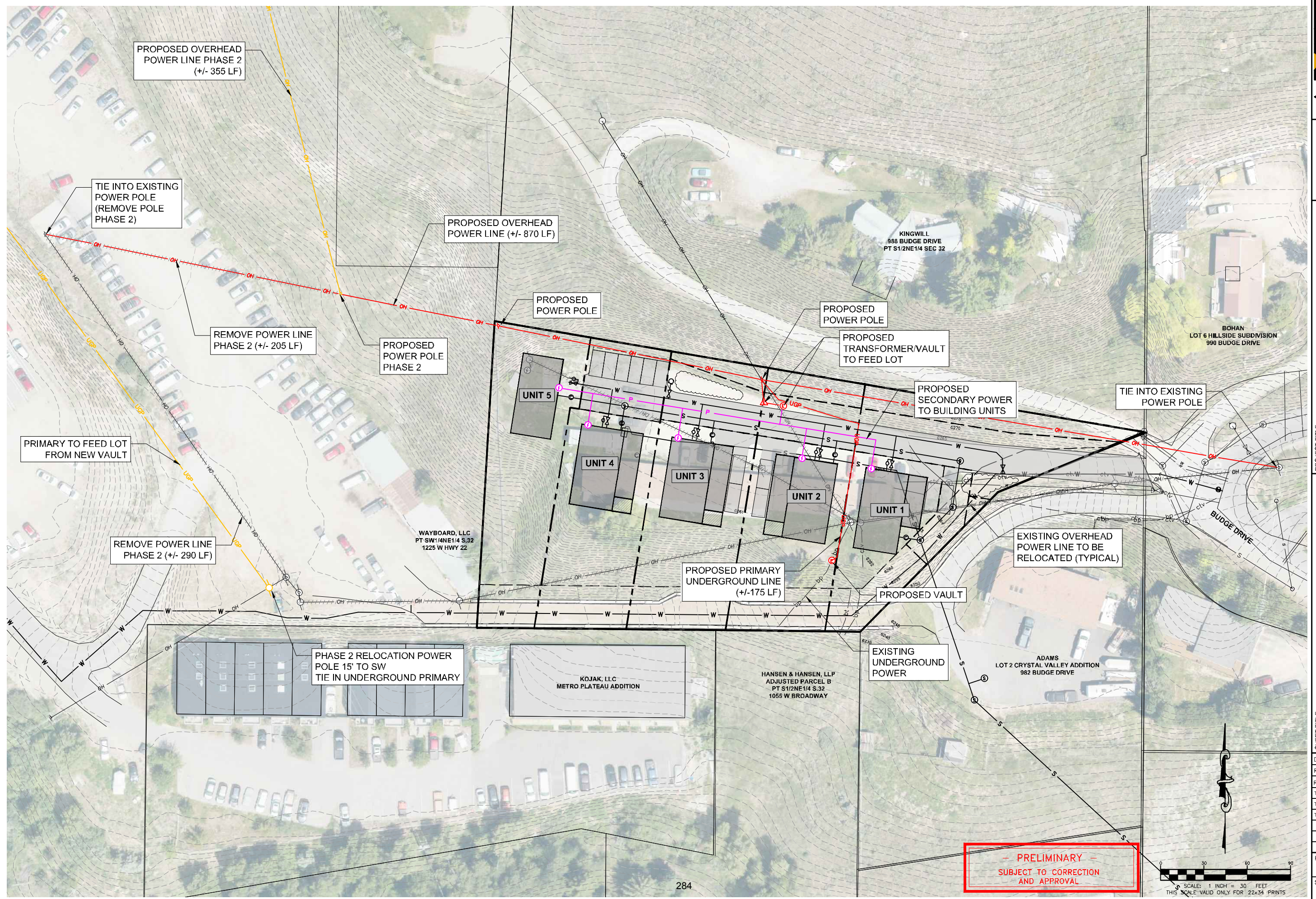


SHEET TITLE:
ZCV EXHIBIT

DRAFTED BY:	AJ
REVIEWED BY:	CL
PLAN VERSION	DATE
ZCV EXHIBIT	04/07/20
ZCV EXHIBIT V2	06/22/20

PROJECT NUMBER	16092.04
SHEET	C2.1







TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: JULY 16, 2020
MEETING DATE: JULY 20, 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

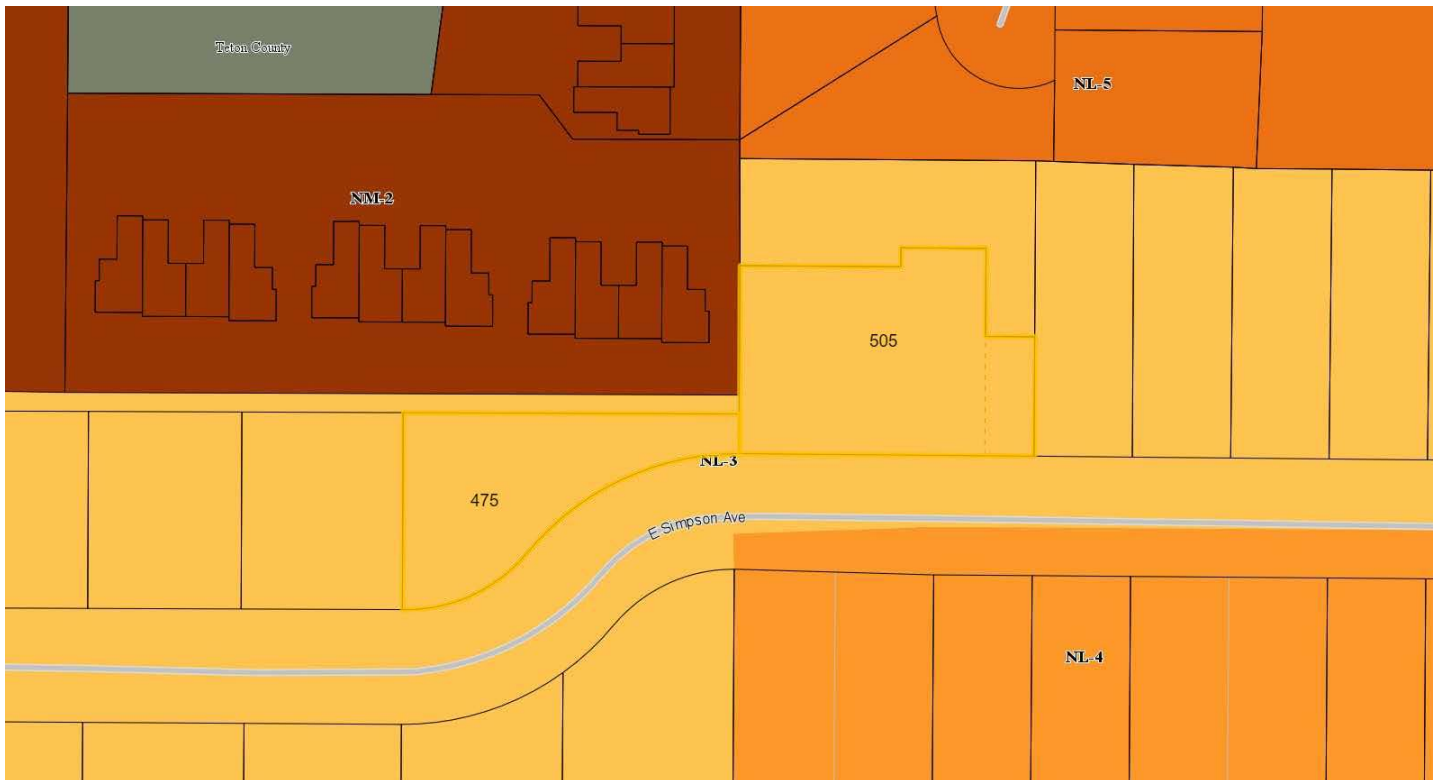
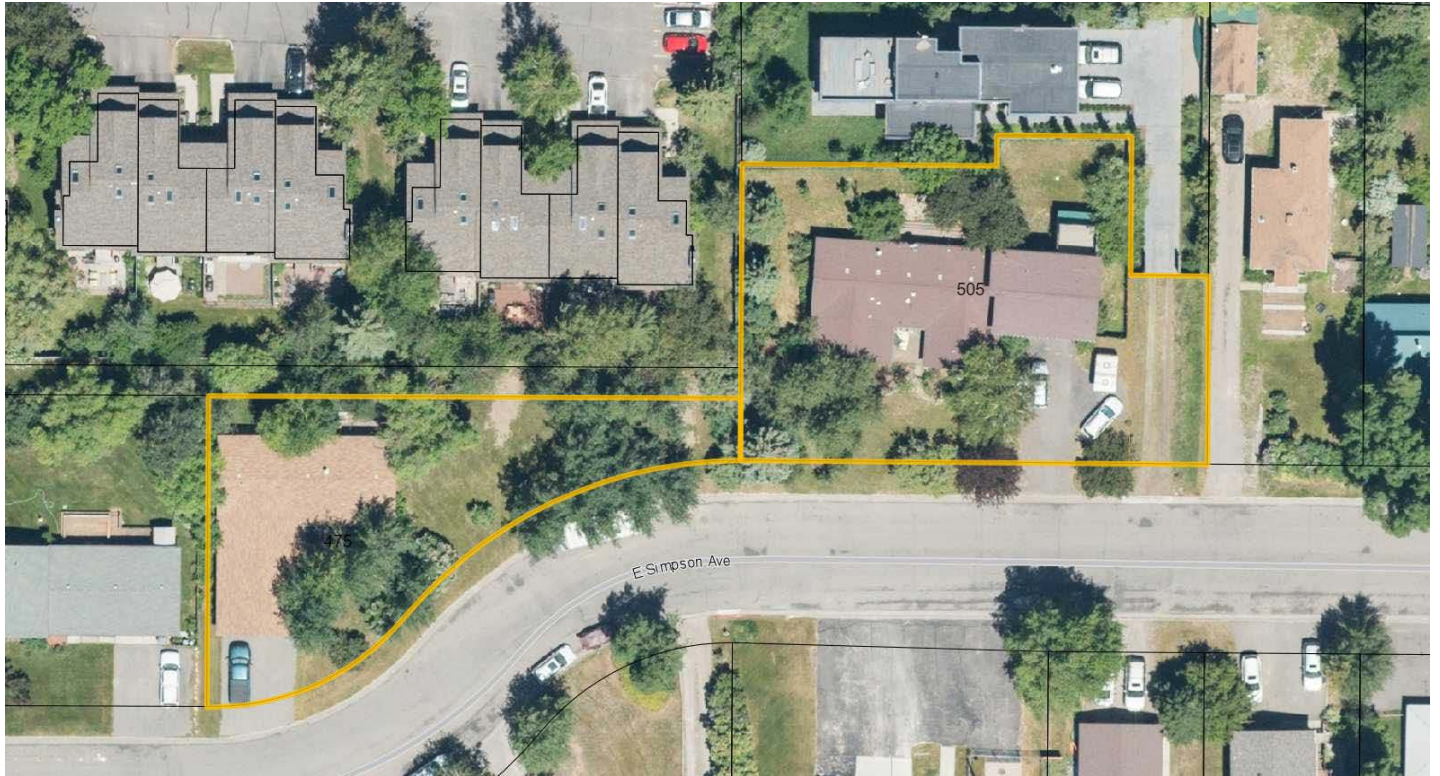
The applicant, co-representing 505 E Simpson, LLC (505 E. Simpson) and Lisa Elenz (475 E. Simpson), is requesting approval of a Development Plan to subdivide 2 lots into 3 lots in the Neighborhood Low Density – 3 (NL-3) zoning district prior to submitting a Subdivision Plat. The applicant intends to 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:



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 to this staff report dated July 16, 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.

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 16, 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.

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	Status	Dates			
Contact		Sent	Due	Received	Remarks
Notes					

Building Kelly Sluder	APPROVED	3/25/2020	4/15/2020	4/6/2020	
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Fire Kathy Clay	NO COMMENT	3/25/2020	4/15/2020	4/3/2020	
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Joint Housing Dept Stacy Stoker		3/25/2020	4/20/2020		
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Legal Lea Colasuonno		3/25/2020	4/20/2020		
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Parks and Rec Steve Ashworth (4/9/2020 9:58 AM STOL) No comment from P&R on P20-062.	NO COMMENT	3/25/2020	4/15/2020	4/8/2020	
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Andy Erskine, CPSI

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	APPROVED W/CONDITI	3/25/2020	4/15/2020	4/16/2020	
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- 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.

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Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Planning Brendan Conboy		3/25/2020	4/15/2020		
Police Todd Smith (4/15/2020 4:00 PM STOL)	APPROVED W/CONDITI	3/25/2020	4/15/2020	4/15/2020	
Request for proper addressing that is visible for first responders. No other concerns.					
Todd					
Public Works Jeff Silliman (4/14/2020 3:14 PM JSIL)	APPROVED	3/25/2020	4/15/2020	4/14/2020	see notes
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.					
START		3/25/2020	4/15/2020		
Darren Brugmann					

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**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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Contents

SECTION 1 – PROJECT BACKGROUND AND OVERVIEW	1
A. PROJECT BACKGROUND.....	1
B. OWNER & PROJECT TEAM INFORMATION	2
C. DEVELOPMENT PROPOSAL.....	2
D. FINDINGS FOR APPROVAL.....	3
1. Division 8.3.2.C Development Plan Findings for Approval	3
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
K. ALLOWED USES & USE REQUIREMENTS	4
L. ALLOWED SUBDIVISION AND DEVELOPMENT OPTIONS	5
M. RESIDENTIAL SUBDIVISION REQUIREMENTS	6
N. INFRASTRUCTURE.....	6
SECTION 2 – ENGINEER’S REPORT.....	7
A. INTRODUCTION	7
B. SETTING	7
C. SOILS AND SITE CONDITIONS.....	7
D. GROUNDWATER, STREAMS, & RIVERS	7
E. GRADING, EROSION CONTROL, DRAINAGE, & STORMWATER	7
F. ROADS AND ACCESS.....	7
G. TRAFFIC.....	7
H. PARKING	8
I. PATHWAYS.....	8
J. WATER.....	8
K. WASTEWATER	8
L. CABLE UTILITIES AND GAS	8
M. SNOW STORAGE	8
SECTION 3 – RESPONSE TO PHYSICAL DEVELOPMENT REQUIREMENTS	9

• 3.1 Park Exactions.....	9
• 3.2 School Exactions	9
SECTION 4 – EXSITING CONDITIONS AND DEVELOPMENT ANALYSIS	11
• 4.1 Existing Conditions.....	11
• 4.2 Proposed Development Programs	11
• 4.3 Proposed Conditions	11
• 4.4 Development Summary and Calculations.....	11
SECTION 5 – APPLICATION MATERIALS.....	13
• 5.1 Application	13
• 5.1.2 Pre-Application Conference Summary.....	13
• 5.2.1 Quitclaim Deeds.....	13
• 5.2.2 Letters of Authorization.....	13
• 5.3.1 Title Report for Lot 14	13
• 5.3.2 Title Report for Lot 7	13
• 5.4.1 Plat 131	13
• 5.4.2 Plat 1186.....	13
• 5.4.3 Plat 278	13

SECTION 1 – PROJECT BACKGROUND AND OVERVIEW

A. PROJECT BACKGROUND

In 2005, Lots 10, 11, and 12 of Plat 131 were 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 within 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				
<u>Single-family</u>		<u>Units</u>	-	<u>Land Dedication</u>
0.02	x	1	=	0.02
<u>Cash in Lieu</u>				
0.02	x	\$ 100,000	=	\$ 2,000
Park Exactions Calculations				
<u>Type</u>	<u>Quantity</u>	-	-	-
2 Bedroom	0	2	=	0
3 Bedroom	1	3	=	3
			Projected Residents	3
<u>Projected Residents</u>		<u>Acres</u>		<u>Required Acreage</u>
3	x	9/1000	=	0.027
<u>Cash in Lieu</u>				
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:

<u>UNIT TYPE</u>	<u># OF UNITS</u>	X	<u>PERSONS HOUSED PER UNIT</u>	<u>PROJECTED POPULATION</u>
STUDIO	<u> </u>		1.25	<u> </u>
1 BEDROOM	<u> </u>		1.75	<u> </u>
2 BEDROOM	<u> </u>		2.25	<u> </u>
3 BEDROOM	<u>1</u>		3.00	<u>3.00</u>
4 BEDROOM	<u> </u>		3.75	<u> </u>
5 BEDROOM	<u> </u>		4.50	<u> </u>
EACH ADDITIONAL BEDROOM	<u> </u>		0.50	<u> </u>
DORMITORY	<u> </u>		1 per 150 sf of net habitable area	<u> </u>
TOTAL				<u>3</u>

5. CALCULATE REQUIRED PARK ACREAGE:

$$\underline{3} \text{ TOTAL PROJECTED POPULATION } \times \frac{\underline{9 \text{ ACRES}}}{1000 \text{ RESIDENTS}} = \underline{0.027} \text{ REQUIRED ACRES}$$

6. CALCULATE CASH-IN-LIEU:

$$\underline{0.027} \text{ REQUIRED ACRES } \times \$100,000 \text{ (VALUE OF LAND)} = \$ \underline{2,700} \text{ CASH-IN-LIEU}$$

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
.020 ACRES PER UNIT SINGLE & TWO-FAMILY		475 & 505 East Simpson Avenue		<u>0.020</u>
.015 ACRES PER UNIT MULTI-FAMILY				

5. CALCULATE CASH IN-LIEU:

$$\frac{0.020}{\text{LAND DEDICATION STANDARD}} \times \$100,000 \text{ (VALUE OF LAND)} = \$ \frac{2,700}{\text{CASH-IN-LIEU}}$$

6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.3 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

N00°00'08"W 149.81'

LEGEND

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

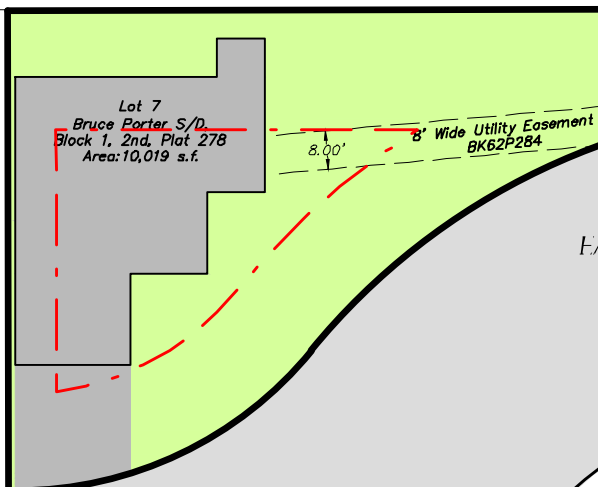
	Lot Size	Front	Setbacks Side	Rear	Density (Units)	FAR
Lot 13	8,712 sf	20'	10'	25'	1 Single-family Unit	3,506 sf
Lot 14	13,939 sf	20'	10'	25'	1 Single-family Unit	2,789 sf

Bruce Porter Subdivision, 2nd Filing, Block 1, Plat 278

	Lot Size	Front	Setbacks Side	Rear	Density (Units)	FAR
Lot 7	8,10,019 sf	20'	10'	25'	1 Single-family Unit	1,424 sf

MOUNTAIN SAGE
TOWNHOUSES ADDITION
PLAT 794

Alley (9.64' wide)



EAST SIMPSON AVENUE

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.



JORGENSEN

JACKSON, WYOMING 307.733.5150
www.jorgeng.com

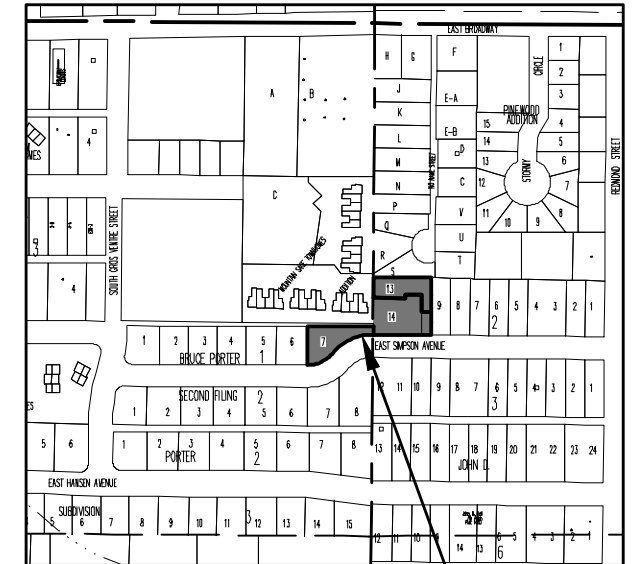
- PRELIMINARY -
SUBJECT TO CORRECTION
AND APPROVAL

PREPARED BY: YL

MAP PREPARED: 03/12/2020

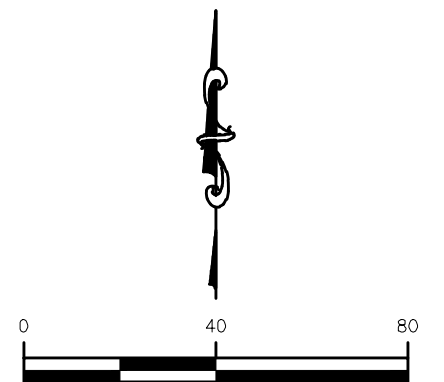
PROJECT NUMBER: 19001.20

PT. NW1/4NE1/4, PT. NE1/4NW1/4
T41N, R16W, SECTION 34



VICINITY MAP
SCALE: 1" = 500 FEET

SUBJECT
PROPERTIES

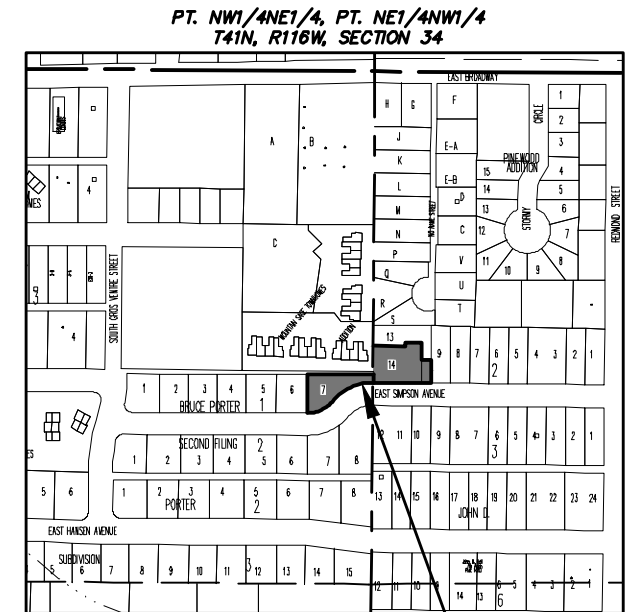
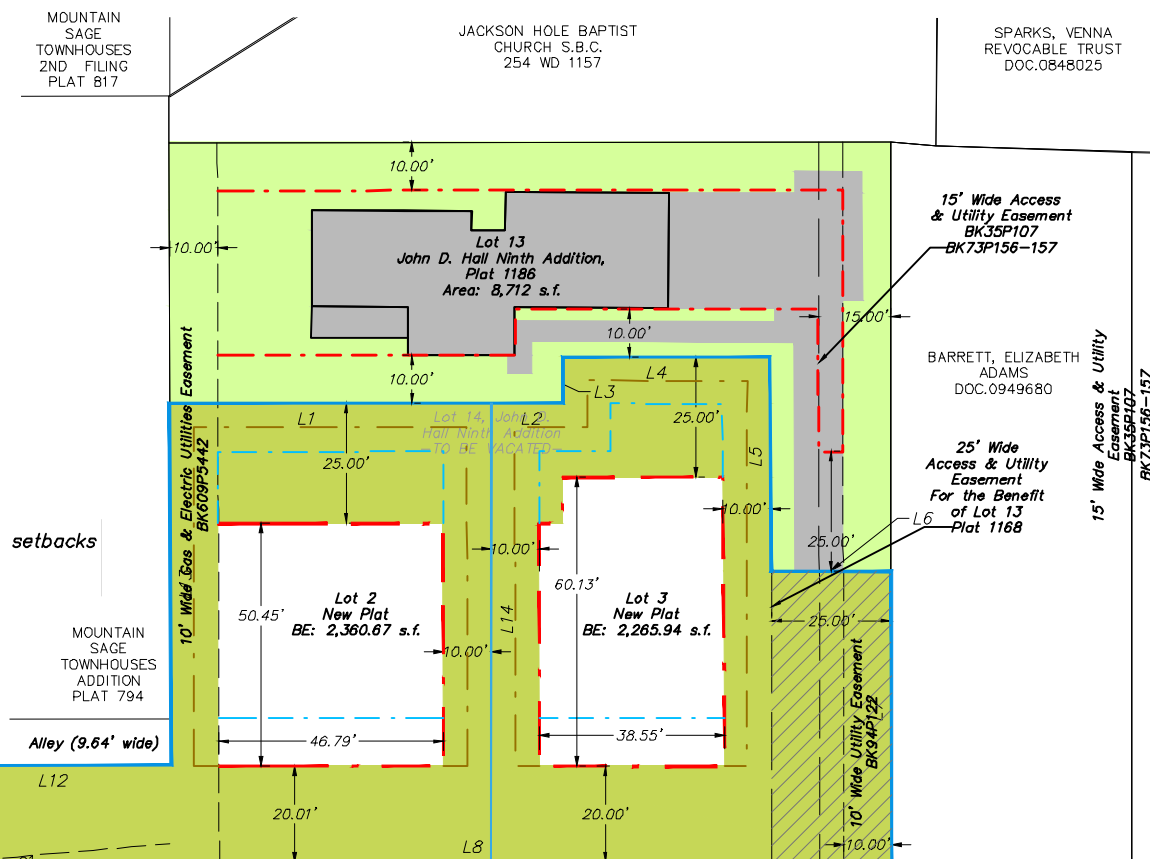
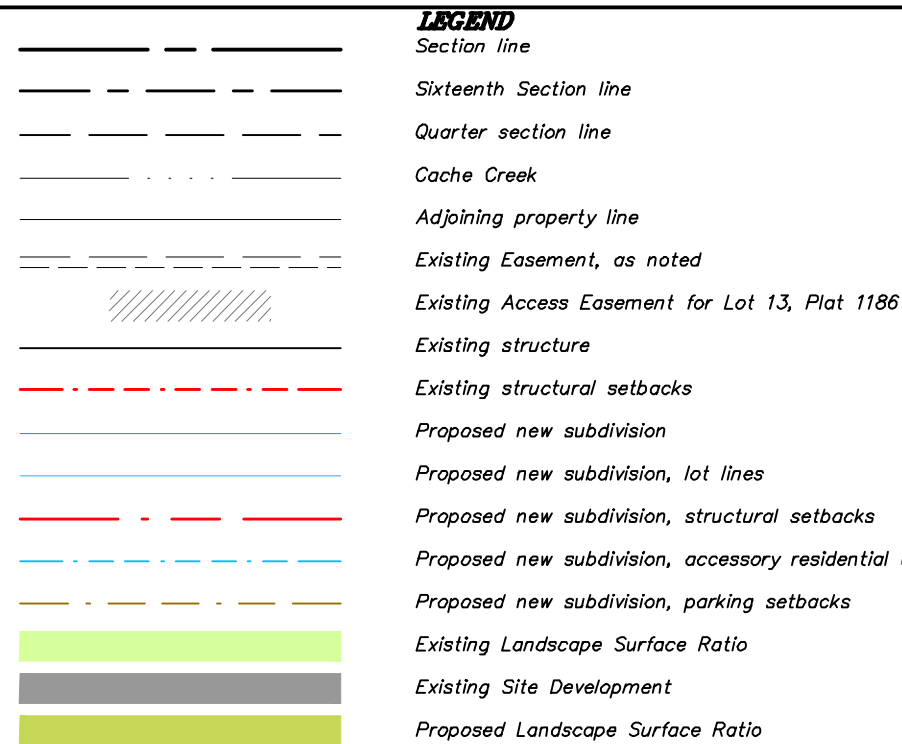


SCALE: 1 INCH = 40 FEET
THIS SCALE VALID ONLY FOR 11x17 PRINTS

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



NOTES

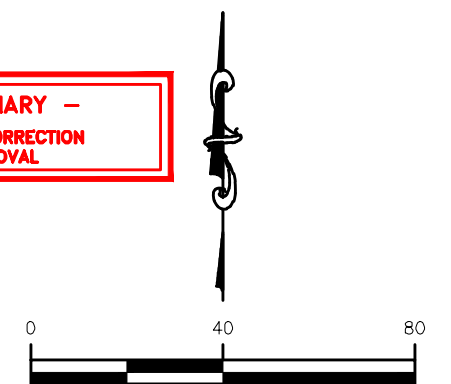
This survey was conducted in October and November of 2019 and in April of 2020 and prepared under the direction of Jonathan H. Patterson, Wyoming PLS 13629, and does not include an engineering review.

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



DEVELOPMENT CALCULATIONS

EXISTING CONDITIONS

John D. Hall Ninth Addition, Plat 1186

		<u>Setbacks</u>				
	<u>Lot Size</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>	<u>Density (Units)</u>	<u>FAR</u>
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

		<u>Setbacks</u>				
	<u>Lot Size</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>	<u>Density (Units)</u>	<u>FAR</u>
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

		<u>Setbacks</u>				
	<u>Lot Size</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>	<u>Density (Units)</u>	<u>FAR</u>
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

	<u>Lot Size</u>	<u>Front</u>	<u>Setbacks</u> <u>Side</u>	<u>Rear</u>	<u>Density (Units)</u>	<u>FAR</u>
Lot 7	vacated	-	-	-	-	-

New Subdivision Plat

Subdivision Plat	Setbacks					
	Lot Size	Front	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

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			



JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

PREPARED BY: YL

MAP PREPARED: 03/12/2020

PROJECT NUMBER: 19001.20



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

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

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

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

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



PROPOSED DEVELOPMENT PROGRAM

Planning & Building Department Planning Division

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

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. <i>Please complete for each affected lot or parcel.</i>		
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. <i>Please complete for each structure or use.</i>				
	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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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'	-



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DEVELOPMENT SUMMARY AND CALCULATIONS

475, 505 and 507 East Simpson Avenue

		NL-3 Zone Standards							
		Lot Size 7,500 (min)	FAR (max)	Existing FAR*	Site Development (max)	Existing Site Development	Landscape Surface Ratio (min)	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
Proposed Conditions	Plat 1186		FAR (max)	Proposed FAR*	Site Development (max)	Proposed Site Development	Landscape Surface Ratio (min)	Proposed Landscape Surface Ratio	
	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. | 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: 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 ☒ 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

____ 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?

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

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

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

Signature of Property Owner or Authorized Applicant/Agent

Ron Levy

Name Printed

Date

3/12/2020

Title



PRE-APPLICATION CONFERENCE SUMMARY

Planning & Development Department Planning Division

150 E Pearl Ave. | ph: (307) 733-0440
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 sufficiency

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
<u>✓</u> 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
<u>✓</u> 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
<u>✓</u> 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
<u>✓</u> 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
<u>N/A</u> 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

<u>√</u>	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.
<u>√</u>	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.
<u>√</u>	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
<u>√</u>	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
<u>√</u>	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
<u>√</u>	Proposed Development Program. Provide a table that summarizes 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.
<u>√</u>	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
<u>N/A</u>	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.	
<u>N/A</u>	Neighborhood Meeting Summary. See Section 8.2.3 for Neighborhood Meeting requirements.	Neighborhood Meeting is optional
<u>√</u>	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
<u>N/A</u> Structure Location and Mass (setbacks, height, FAR, etc.)	Show setbacks
<u>N/A</u> 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) • Affordable Housing • School and Parks Exactions	Assessed at time of Subdivision Plat. Due prior to recording subdivision plat.
√ 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 Environmental Quality	
☐	Wyoming Department of Game & Fish	
☐	Other	

WARRANTY DEED

Robert J. Fuziak Jr., a single man and Lisa May Snavelly, 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.

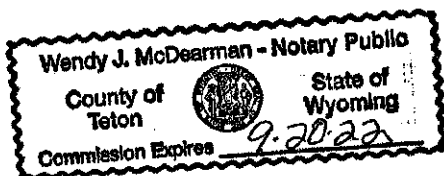
[Signature]
Robert J. Fuziak Jr.

[Signature]
Lisa May Snavelly

STATE OF WY)
COUNTY OF Teton) ss.

The foregoing instrument was acknowledged before me by Robert J. Fuziak Jr.
and Lisa May Snavelly this 4th day of January, 2019.

WITNESS my hand and official seal.



[SEAL]

[Signature]
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 according 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.

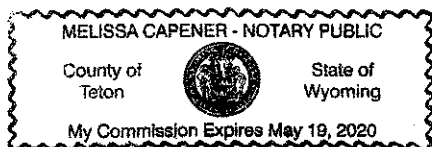
WITNESS my hand this 31 day May, 2019.


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.




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)

COUNTY OF Teton)

SS.

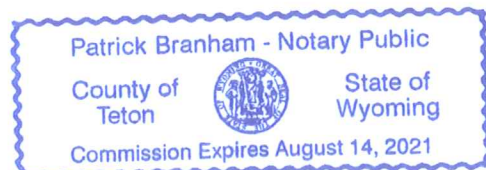
The foregoing instrument was acknowledged before me by Patrick Branham this 17th day of January, 2020.

WITNESS my hand and official seal.

(Seal)

(Notary Public)

My commission expires:



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



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.

LOT 13
.197 Acres
8607.1± SQ. FT
0.20± ACRES

John P. O'Connell
Town Engineer

County of Teton)

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 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

Richard D. Knori

Christie Ross Knorr

Source: *Journal of the American Statistical Association*, 1990, 85, 103-112.

subordinated to the dedica

SIGNATURE OF MORTGAGEE BY SEPARATE AFFIDAVIT

01 (307) 733-5429 by MAIL SERVICE Digit

100

199

[illegible]

County of Boston)

or closure of no greater than one in ten thousand.

ACKNOWLEDGMENT

Notary Public

My Commission Expires Oct 6, 2021

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY SYSTEM

TOWN OF JACKSON SEWER COLLECTION SYSTEM

the dedication of the
at the methane shall be

RIGHTS TO THE CONTINUED NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE

WYOMING LAW DOES NOT RECOGNIZE ANY RIPA RIGHTS TO THE CONTINUED NATURAL FLOW OF

JOHN D. HALL NINTH ADDITION

LOTS 10, 11 & 12 BLOCK 2 JOHN D. HALL PLAT

LEON COONL, MICHIGAN

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

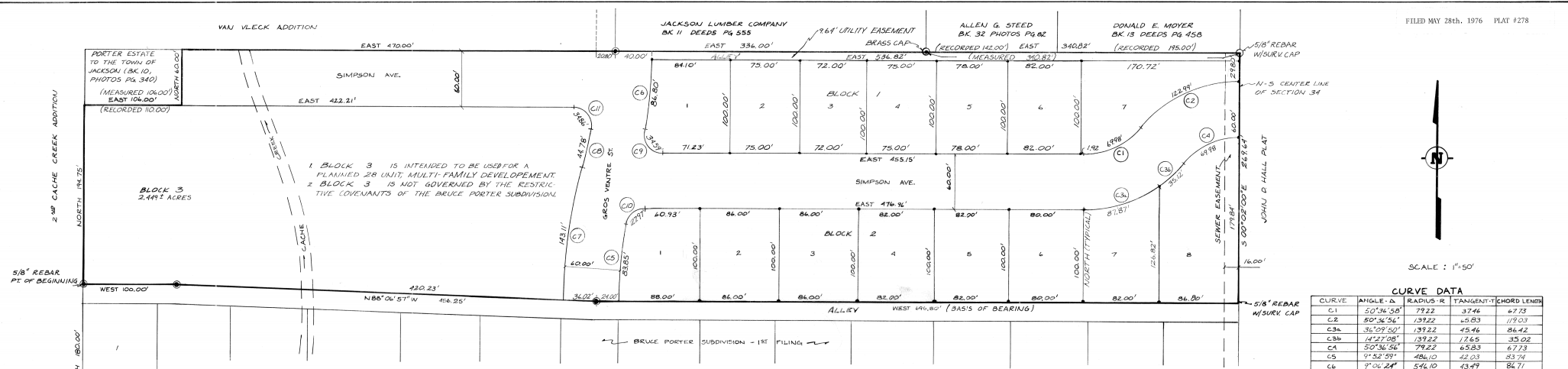
ENCUMBRANCES WHICH AFFECT THE SUBJECT PROPERTY APPEAR TO BE (BUT ARE NOT NECESSARILY LIMITED TO)
THE FOLLOWING:

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

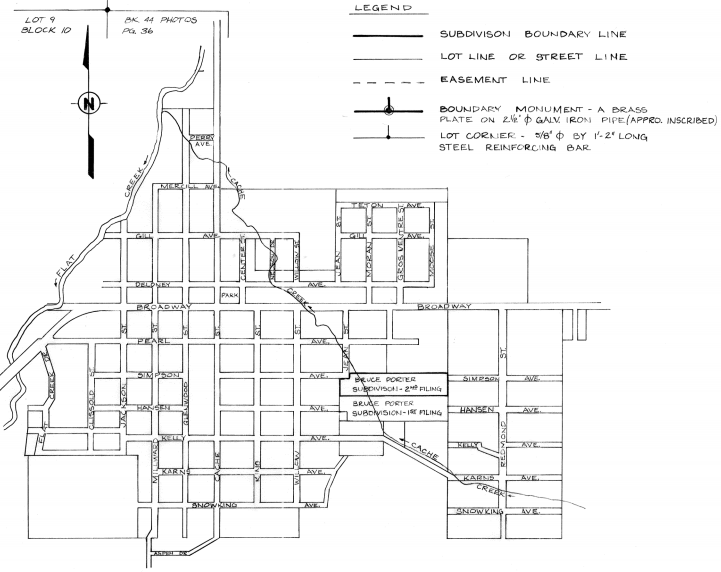
Said Mortgage provides for a revolving line of credit.

***** End of Encumbrances *****



MAP OF THE BRUCE PORTER SUBDIVISION - 2ND FILING
IN THE S1/2 NE1/4 NW1/4, S34, T41N, R16W, JACKSON, TETON COUNTY, WYOMING

CURVE DATA				
CURVE	ANGLE - Δ	RADIUS - R	TANGENT - T	CHORD LENGTH
C1	50°36'56"	79.22	37.46	67.73
C2	50°36'56"	139.22	65.83	119.03
C3a	36°09'50"	131.22	75.46	86.42
C3b	101°01'08"	139.22	17.65	33.02
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	84.71
C7	15°00'55"	546.10	71.97	122.71
C8	51°12'40"	486.10	22.40	44.76
C9	19°06'25"	20.00	23.46	30.44
C10	85°07'04"	20.00	16.82	25.74
C11	19°06'25"	20.00	23.78	30.61



- LEGEND
- SUBDIVISION BOUNDARY LINE
 - LOT LINE OR STREET LINE
 - EASEMENT LINE
 - BOUNDARY MONUMENT - A BRASS PLATE ON 2" x 8" GALV IRON PIPE (APPROX INSCRIBED)
 - LOT CORNER - 3/8" Φ BY 1'-2" LONG STEEL REINFORCING BAR

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 NE1/4 NW1/4, SECTION 34, T41N, R16W, JACKSON, 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 DAVID WIDKE (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, THEREAFTER ALONG THE FOLLOWING COURSES AND DISTANCES, TO WIT:

DIRECTION	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) THEREAFTER, ALONG THE SOUTH LINE TO THE SOUTHEAST CORNER OF SAID PARCEL (BK 10, PHOTOS PG 340) THEREAFTER,
EAST	106.00 FEET	ALONG THE EAST LINE TO THE NORTHEAST CORNER OF SAID PARCEL BEING IDENTICAL TO THE SOUTHWEST CORNER OF THE VAN VLECK ADDITION, THEREAFTER, ALONG THE SOUTH LINE OF THE VAN VLECK ADDITION TO THE SOUTHEAST CORNER OF SAID ADDITION THEREAFTER,
NORTH	40.00 FEET	ALONG THE SOUTH LINE OF A PARCEL OF LAND OWNED BY THE JACKSON LUMBER COMPANY (BK 11, DEEDS PG 555) TO A POINT THEREAFTER,
EAST	470.00 FEET	ALONG THE SOUTH LINE OF A PARCEL OF LAND OWNED BY ALLEN G. STEED (BK 38, PHOTOS PG 80) 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, THEREAFTER,
EAST	340.82 FEET	ALONG THE WEST LINE OF THE JOHN D. HALL PLAT TO THE NORTHEAST CORNER OF THE BRUCE PORTER SUBDIVISION - 1ST FILING, THEREAFTER,
S00°02'00"E	26.94 FEET	ALONG THE NORTH LINE OF SAID BRUCE PORTER SUBDIVISION - 1ST FILING TO A POINT THEREAFTER,
WEST	476.00 FEET	ALONG THE NORTH LINE OF SAID BRUCE PORTER SUBDIVISION - 1ST FILING TO A POINT THEREAFTER,
N 88°06'57"W	456.25 FEET	ALONG THE NORTH LINE OF SAID BRUCE PORTER SUBDIVISION - 1ST FILING TO THE POINT OF BEGINNING.
WEST	100.00 FEET	ALONG THE NORTH LINE OF SAID BRUCE PORTER SUBDIVISION - 1ST FILING TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 2.49 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. UPPKE
JEANNE PORTER GILL, EXECUTRIX OF THE ROBERT BRUCE PORTER ESTATE

BEVERLY A. NELSON
DOROTHY A. UPPKE
PUBLIC NOTARY
MY COMMISSION EXPIRES 11-10-77

ENGINEERS CERTIFICATION

(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 LAID SHOWN HEREON, I HAVE SUPERVISED THE SAID LAID 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 11-10-77

APPROVED BY THE TOWN OF JACKSON

MAYOR: [Signature]
ATTEST BY TOWN CLERK: [Signature]
TOWN ENGINEER: [Signature]
CHAIRMAN OF THE PLANNING COMMISSION: [Signature]

DATE: 5-24-76
DATE: 5/25/76

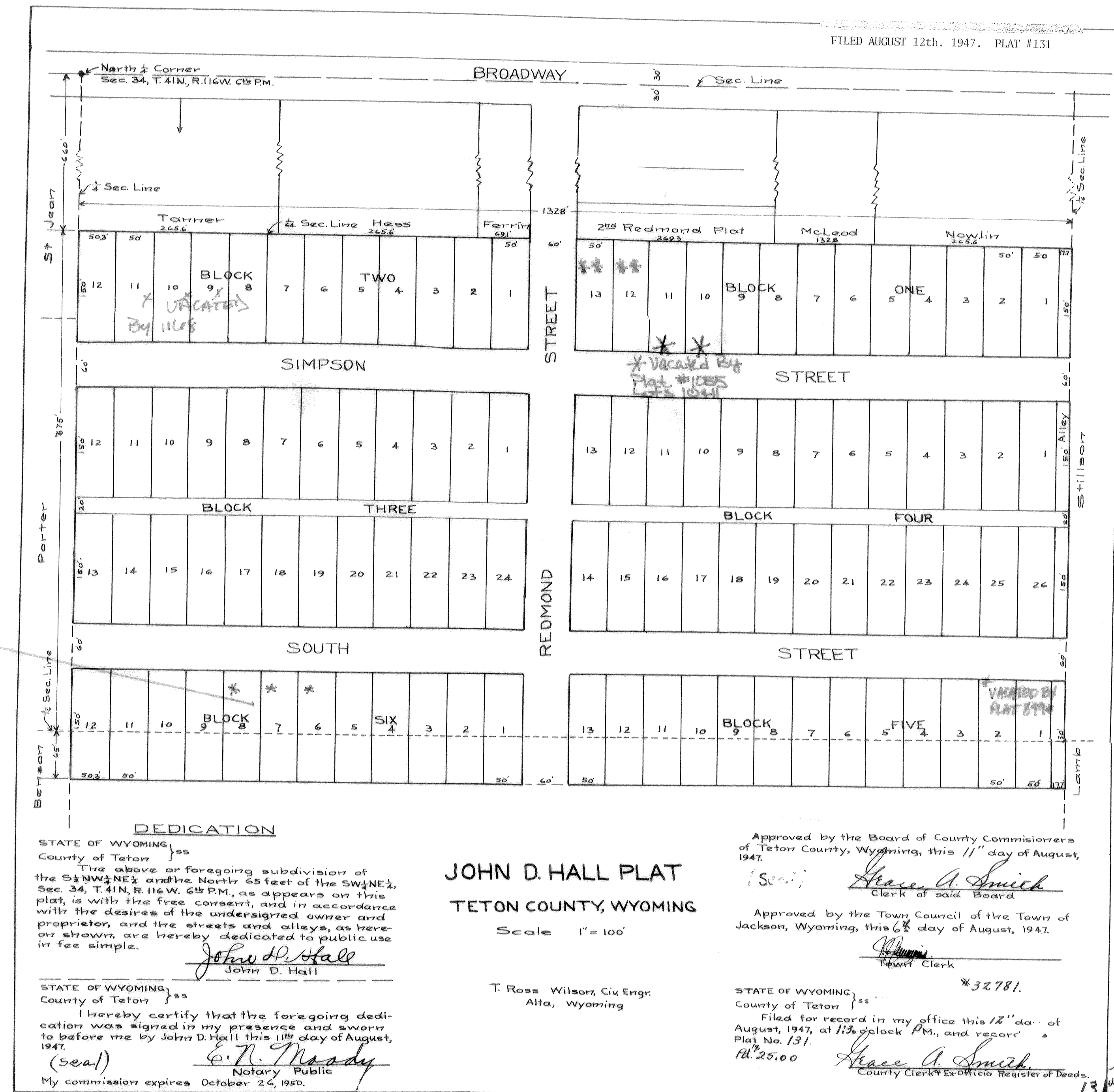
STATE OF WYOMING) ss
COUNTY OF TETON)
FILED FOR RECORD IN MY OFFICE THIS 28 DAY OF MAY 1976 AT 10:00 A.M.
AND RECORDED AS PLAT NO. 278

CLERK AND EX-OFFICIO REGISTER OF DEEDS

BRUCE PORTER SUBDIVISION - 2ND FILING

IN THE S1/2 NE1/4 NW1/4, SEC. 34, T41N, R16W, JACKSON, TETON COUNTY, WYOMING

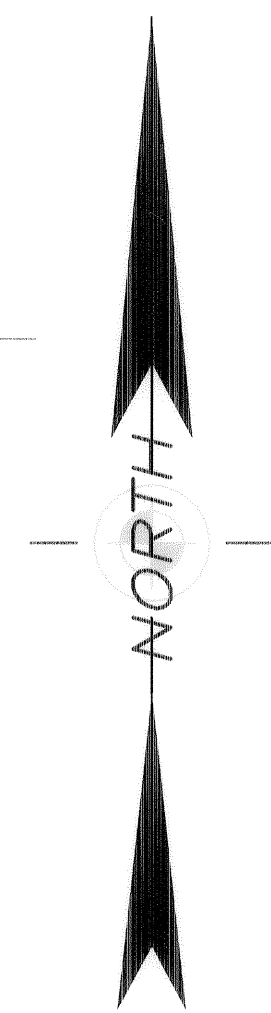
DATE OF PREPARATION: 2-11-76 15-76 2-15-76-5



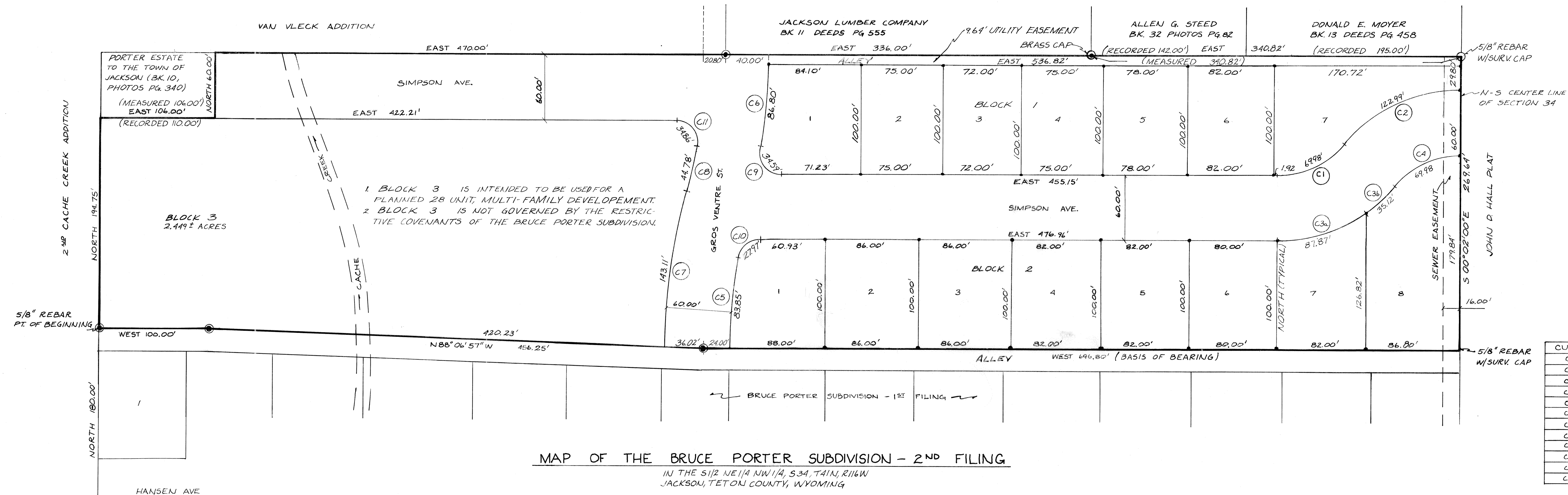
PHOTOGRAPHIC REPRODUCTION
OF ORIGINAL PLAT NO. 131
Filed For Record On
12 AUGUST 1947

JOHN D. HALL PLAT

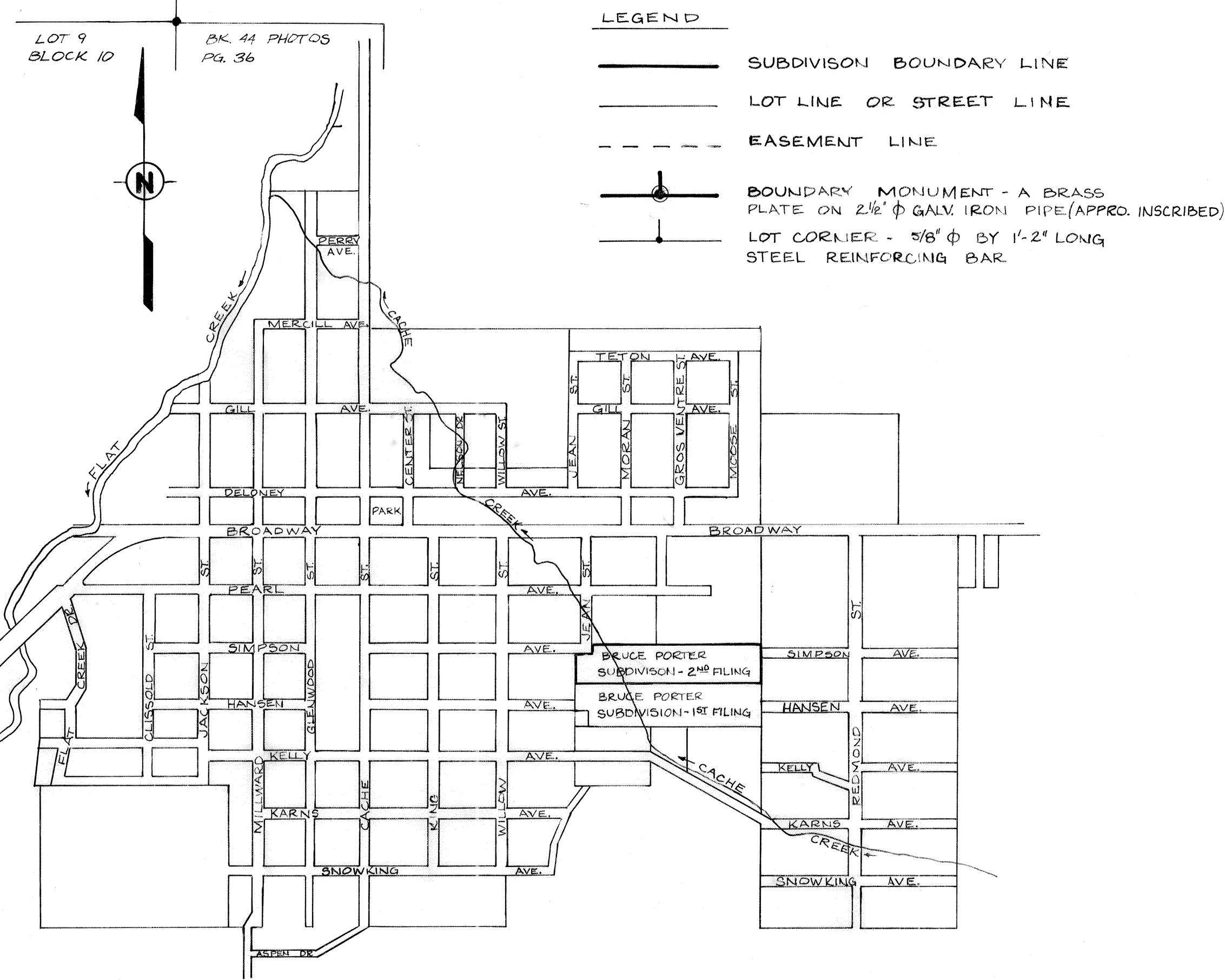
To The TOWN OF JACKSON
BEING PART OF THE
SW $\frac{1}{4}$ NE $\frac{1}{4}$ & S $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SECTION 34
T41N R116W
TETON COUNTY, WYOMING
Scale 1" = 100'



68 of 80



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



- LEGEND**
- SUBDIVISION BOUNDARY LINE
 - LOT LINE OR STREET LINE
 - EASEMENT LINE
 - BOUNDARY MONUMENT - A BRASS PLATE ON 2 1/2" Ø GALV. IRON PIPE (APPROX. INSCRIBED)
 - LOT CORNER - 5/8" Ø BY 1'-2" LONG STEEL REINFORCING BAR

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
S00°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 - 1 ST FILING; THENCE;
WEST	676.80 FEET	ALONG THE NORTH LINE OF SAID BRUCE PORTER SUBDIVISION - 1 ST FILING TO A POINT, THENCE;
N 88°06'57"W	456.25 FEET	ALONG THE NORTH LINE OF SAID BRUCE PORTER SUBDIVISION - 1 ST FILING TO A POINT, THENCE;
WEST	100.00 FEET	ALONG THE NORTH LINE OF SAID BRUCE PORTER SUBDIVISION - 1 ST 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.

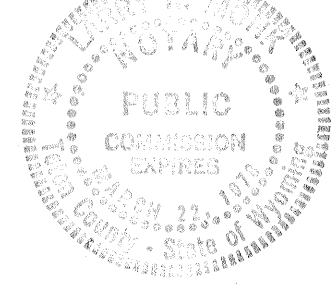
Albert L. Nelson
ALBERT L. NELSON
Beverly A. Nelson
STATE OF WYOMING } ss
COUNTY OF TETON }
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY ALBERT L. NELSON, BEVERLY A. NELSON, DAVID W. UPDIKE, DOROTHY A. UPDIKE, AND JEANNINE PORTER GILL, EXECUTRIX OF THE ROBERT BRUCE PORTER ESTATE THIS 28TH DAY 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 28TH DAY OF May 1976. WITNESS MY HAND AND OFFICIAL SEAL



NOTARY PUBLIC
MY COMMISSION EXPIRES March 22, 1978

APPROVED BY THE TOWN OF JACKSON

Mayor: [Signature]
Attest by Town Clerk: [Signature]
Town Engineer: [Signature]
Chairman of the Planning Commission: [Signature]

DATE: 5/24/76
DATE: 5/24/76
DATE: 5/24/76
DATE: 5/25/76

STATE OF WYOMING } ss # 158687
COUNTY OF TETON }
FILED FOR RECORD IN MY OFFICE THIS 28TH DAY OF May 1976, AT 10:00 AM
AND RECORDED AS PLAT NO. 278

V. Delmon Coomes
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 2-11-76 15-76 2-15-76-5

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](tel:307.200.6113) ext: 621
f : [307.201.1478](tel:307.201.1478)
m: [704.654.5114](tel: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.

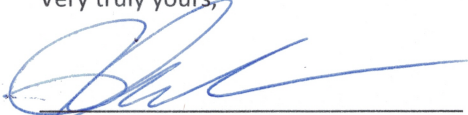
The proposed Development Plan for 505 E. Simpson is troubling because it seeks to shoehorn two houses onto a space (lot 14) that in the current plat of October 5, 2005, is intended to accommodate only one house. The proposed addition of 1,125 square feet of land from the adjacent lot 7 in no way alters 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

1/4

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 Planned 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.

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 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,

4/4

Mark and Jane LaJohn
520 E. Simpson Ave.

Mark LaJohn

Willie and Nancy Watsabaugh
530 E. Simpson Ave.

Willie Watsabaugh
Nancy Watsabaugh

Stewart Johnson
550 E. Simpson Ave.

Stewart Johnson

Aaron & Victoria Sanders
545 E. Simpson Ave.

Aaron Sanders
Aaron Sanders

Elizabeth Barrett
525 E. Simpson Ave.

E. Barrett

Ion D & Beth H Eastman
555 E. Simpson Ave

Ion D & Beth H Eastman

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



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: JULY 16, 2020
MEETING DATE: JULY 20, 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

This item was continued at the July 6, 2020, Regular Town Council meeting upon conclusion of public comment without Council discussion or consideration of the item. There will be no further public comment taken at this meeting. There have been minor changes made to the July 6, 2020, staff report for this item.

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 8.4.2 Conditional Use Permit (CUP)

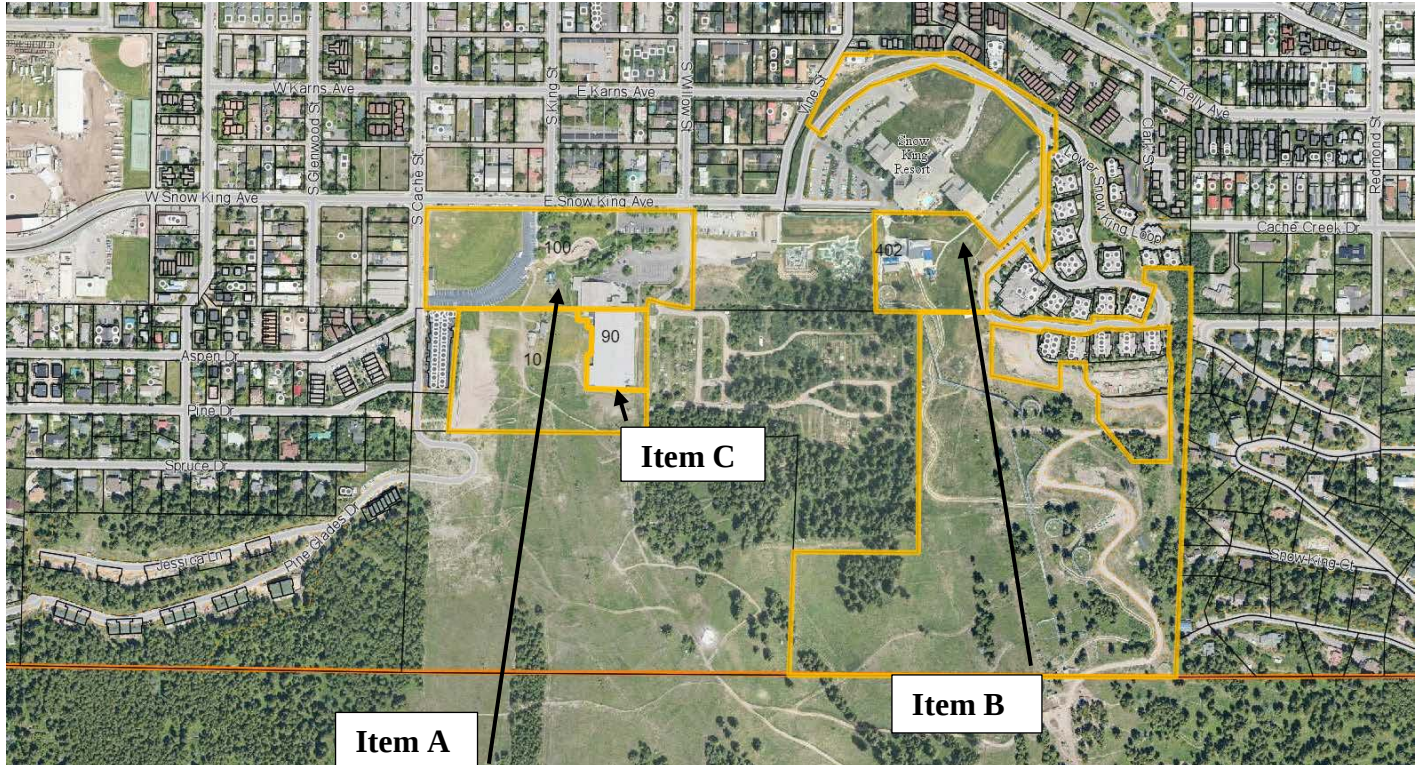
LOCATION

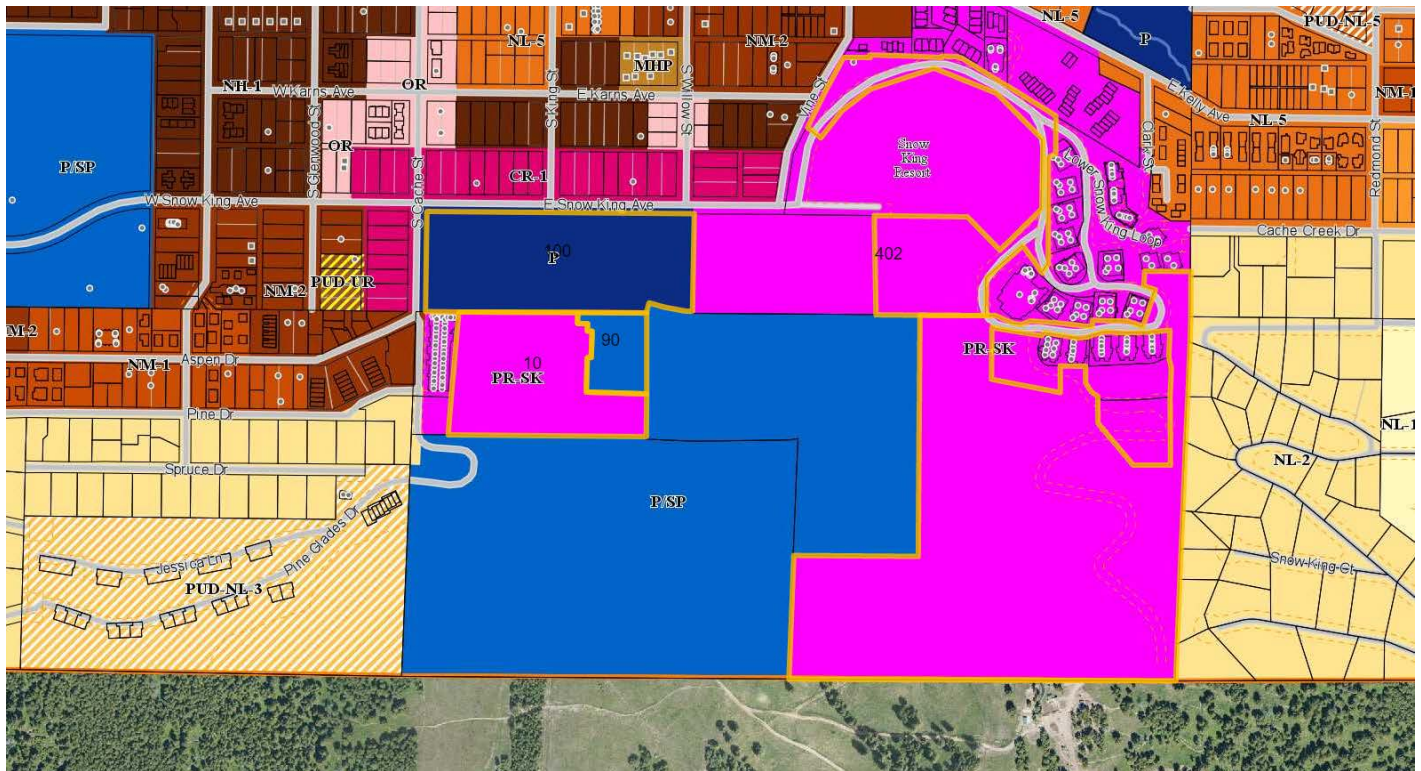
Item A – P19-242 Gondola, Cougar Lift, and Lighting: The subject property is addressed as 100 East Snow King Avenue and legally described as MEADOWLAND ADDITION (PHIL BAUX PARK).

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 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



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 foregoing 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:

Subarea 2.2 Snow King & South Cache Corridors: *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. Town Commercial Core as follows:

Common Value 1: Ecosystem Stewardship

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.

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

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

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 16, 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 16, 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 16, 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 16, 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 16, 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 16, 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.



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 ☒ 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

____ 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

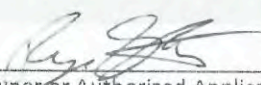
SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/200/Planning and select the relevant application type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

Have you attached the following?

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

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

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


Signature of Property Owner or Authorized Applicant/Agent

Ryan Stanley

Name Printed

Oct 8, 2019

Date

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
(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)
COUNTY OF Teton)SS.

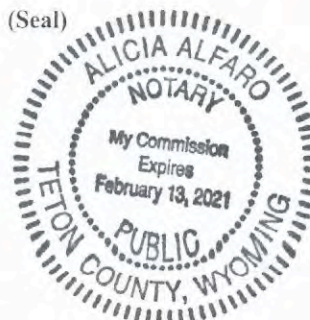
The foregoing instrument was acknowledged before me by Max Chapman Jr. this 13 day of
August, 2019.

WITNESS my hand and official seal.

(Notary Public)

My commission expires: Feb 13, 2021

(Seal)





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.



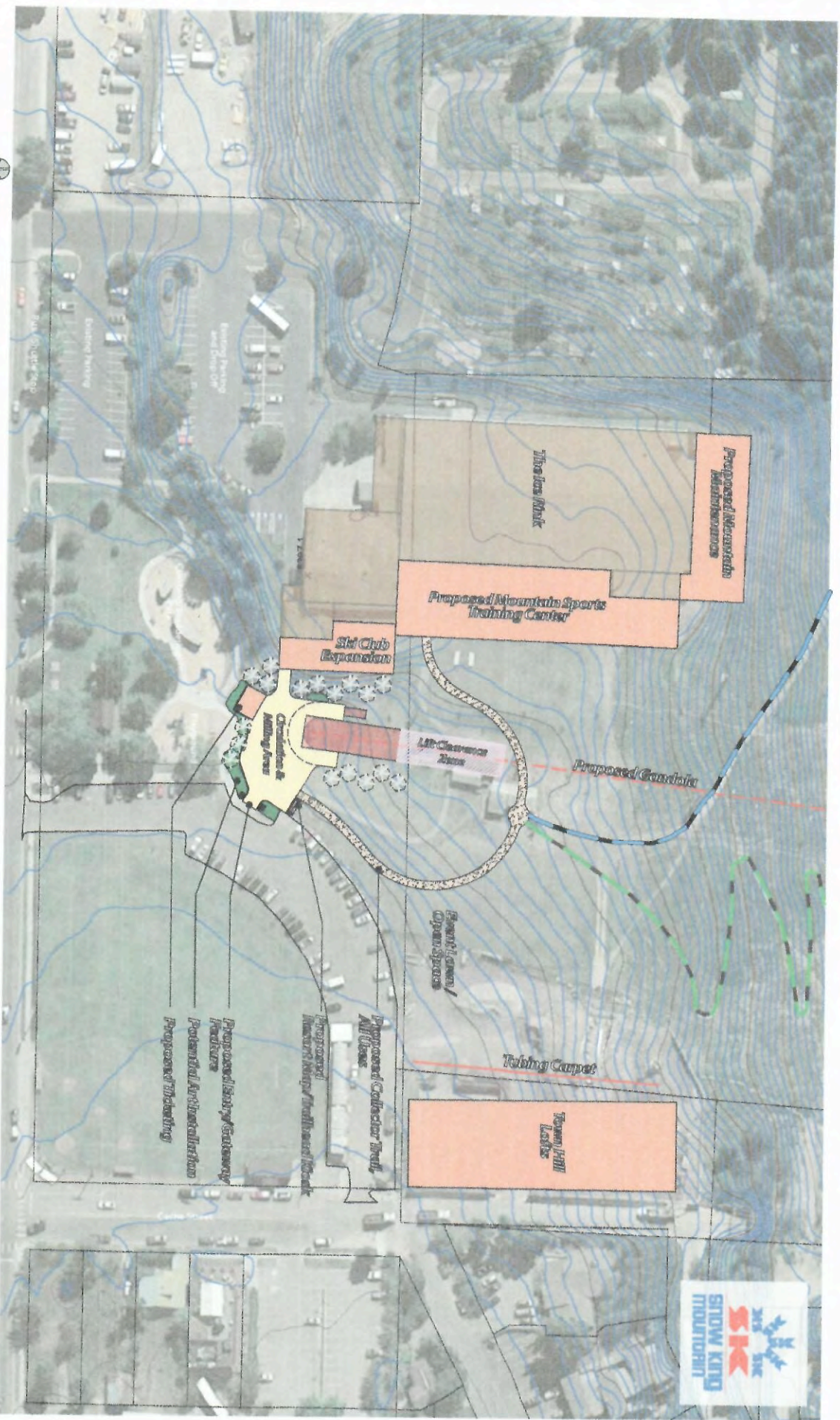
This project will not create any new employees for mountain operations as it involves the replacement of existing infrastructure. We currently have a team in place for long term maintenance and operations of this proposed infrastructure.

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,

A handwritten signature in blue ink, appearing to read 'Ryan Stanley', is positioned below the word 'Sincerely,'.

Ryan Stanley



S:\proj\2019\2019-01 Snow King Mountain Resort - Summit Access Road - CIVIL\Drawings\Civil\Utility\Map_C1.0 UTILITY PLAN OVERVIEW.dwg - Dec 18 2019 04:50:07 pm PLOTTED BY: doster DWG PFORMAT 230



DRAWING NO C1.0		JOB TITLE SNOW KING GONDOLA	DRAWING TITLE UTILITY PLAN OVERVIEW	REV.					
JOB NO 19-282-01		JACKSON, WY		DATE 10/18/2019	SURVEYED NE	ENGINEERED FPD	DRAWN FPD	CHECKED DD	APPROVED DD
				NELSON ENGINEERING					
				P.O. BOX 1599, JACKSON WYOMING (307) 733-2087					



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

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

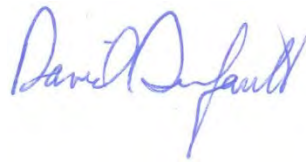
This proposal can serve as a Letter of Agreement for services. This proposal together with Exhibit A, General Conditions between Nelson Engineering and Client represent the understanding between you and Nelson Engineering with respect to the project and may only be modified in writing signed by both 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 NE's 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 CLIENT's 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.

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

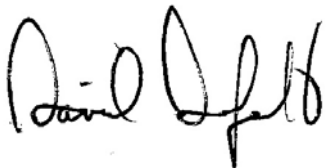
making is outside of the peak water demand season for the Town of Jackson (late spring, summer, and early fall, when locals are using water for irrigation and when the Town population is at its peak with tourists and second homeowners). Because snow making is occurring off the seasonal peak, and also 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,

A handwritten signature in black ink, appearing to read "Dave Dufault". The signature is fluid and cursive, with the first name "Dave" and last name "Dufault" clearly distinguishable.

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

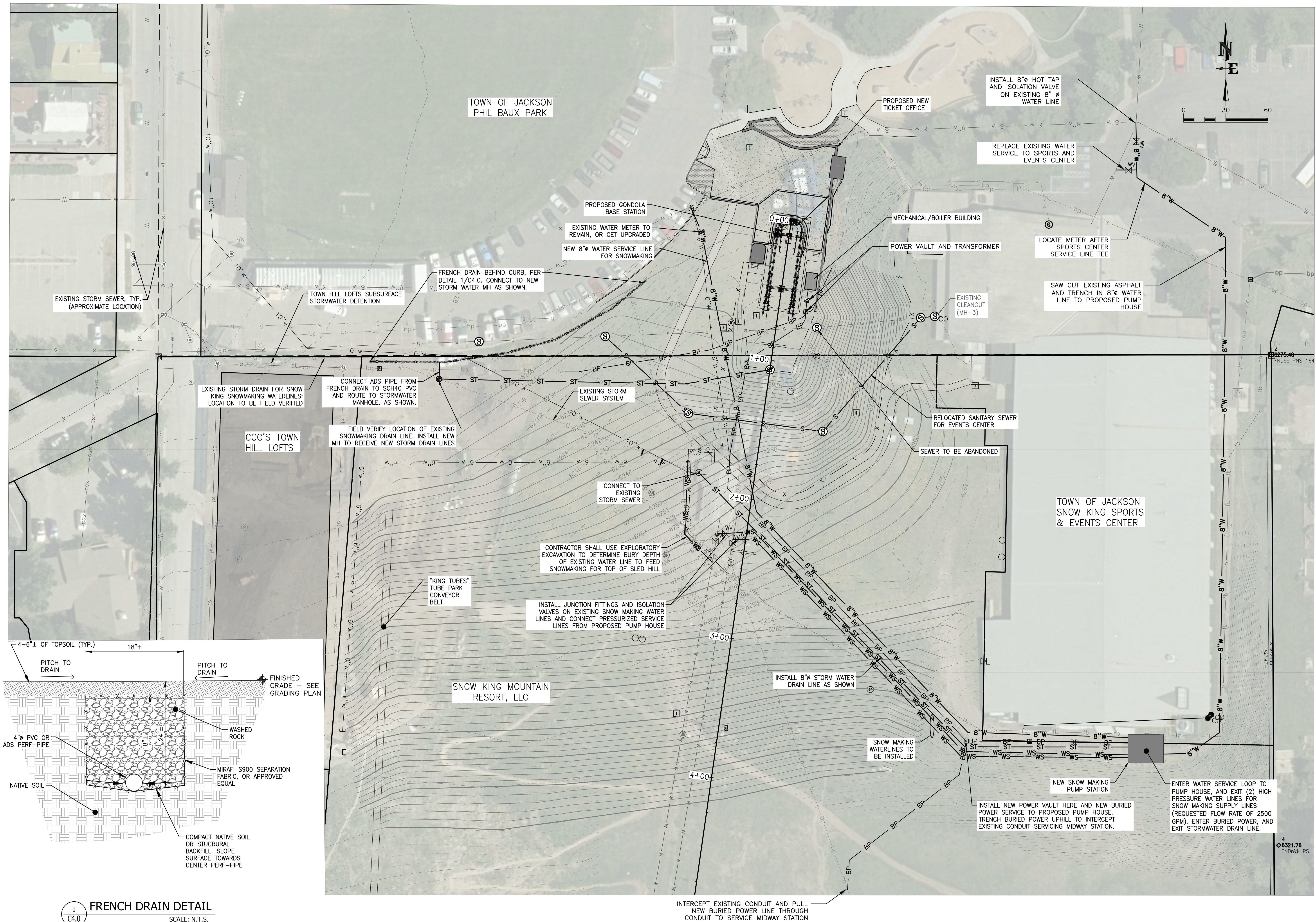
ID	Label	Elevation (ft)	Zone	Demand Collection	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
1230	J-382	6,280.00	<None>	<Collection: 1 item>	2,500.00	6,325.80	19.8
477	J-166	6,265.00	157: Central	<Collection: 0 items>	0.67	6,344.00	34.2
521	J-340	6,272.00	158: West	<Collection: 0 items>	1.59	6,356.50	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

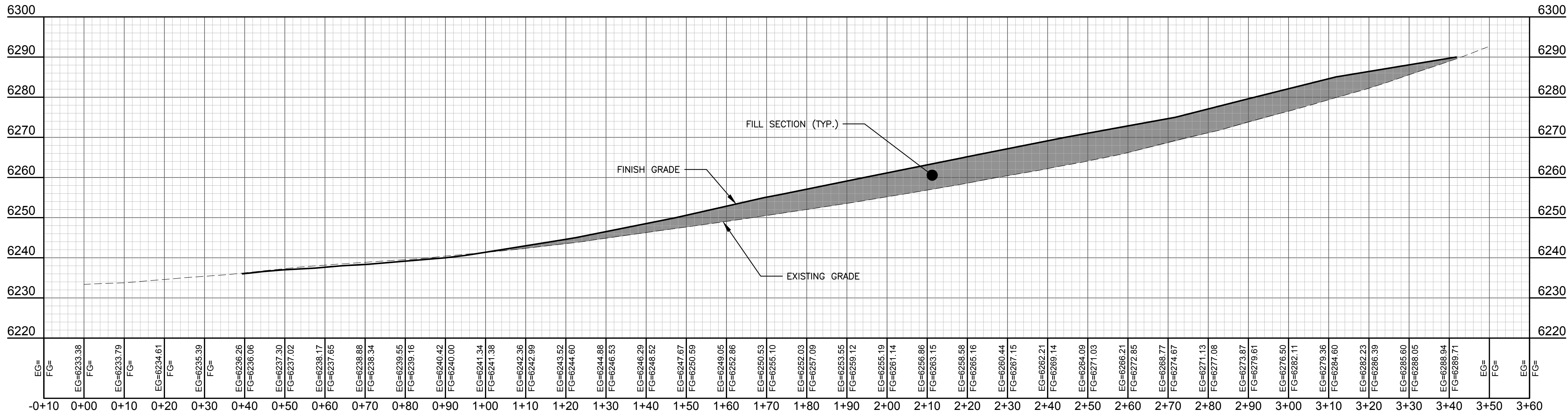


FRENCH DRAIN DETAIL

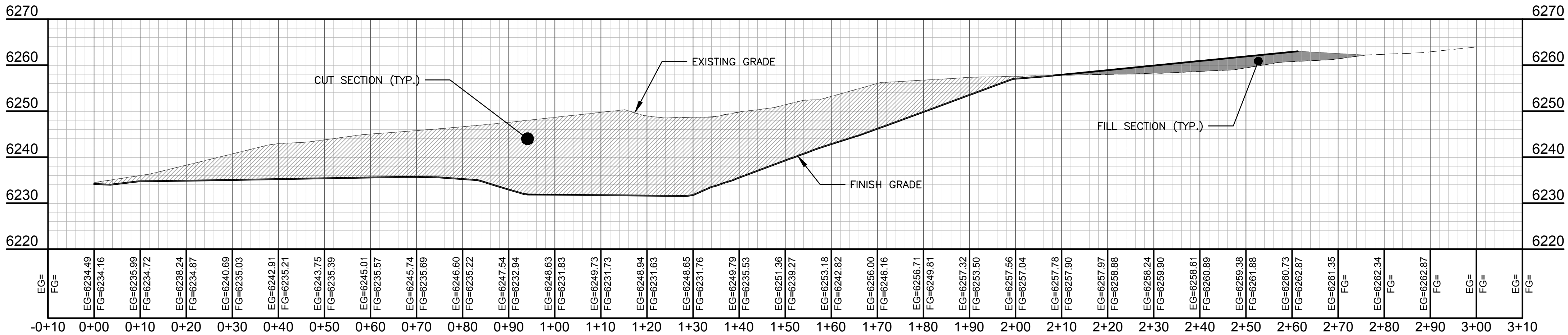
INTERCEPT EXISTING CONDUIT AND PULL
NEW BURIED POWER LINE THROUGH
CONDUIT TO SERVICE MIDWAY STATION

DRAWING NO C4.0		JOB TITLE SNOW KING MOUNTAIN RESORT 2020 IMPROVEMENTS JACKSON, WYOMING	DRAWING TITLE UTILITY PLAN OVERVIEW	 NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087				DATE	3/31/2020	REV.
JOB NO 19-262-01					SURVEYED	NE				
					DRAWN	NE				
					CHECKED	DD				
					APPROVED	DD				

S:\Projects\2019\362-01 Snow King Summit Gondola Improvements\A Drawings\Civil\362-01 UTILITY.dwg C:\FHQWORK & BASE SECTION.DWG - Mar 31 2020 09:32:53 pm PLOTTED BY: bct-105 DWG: F000011.DWG



EARTHWORKS SECTION 1 PROFILE



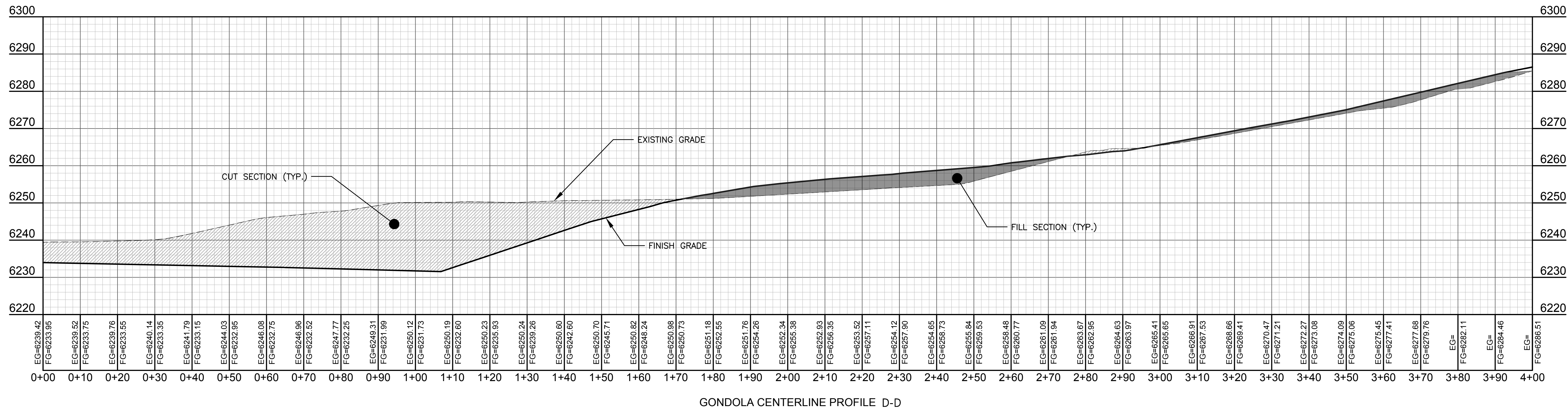
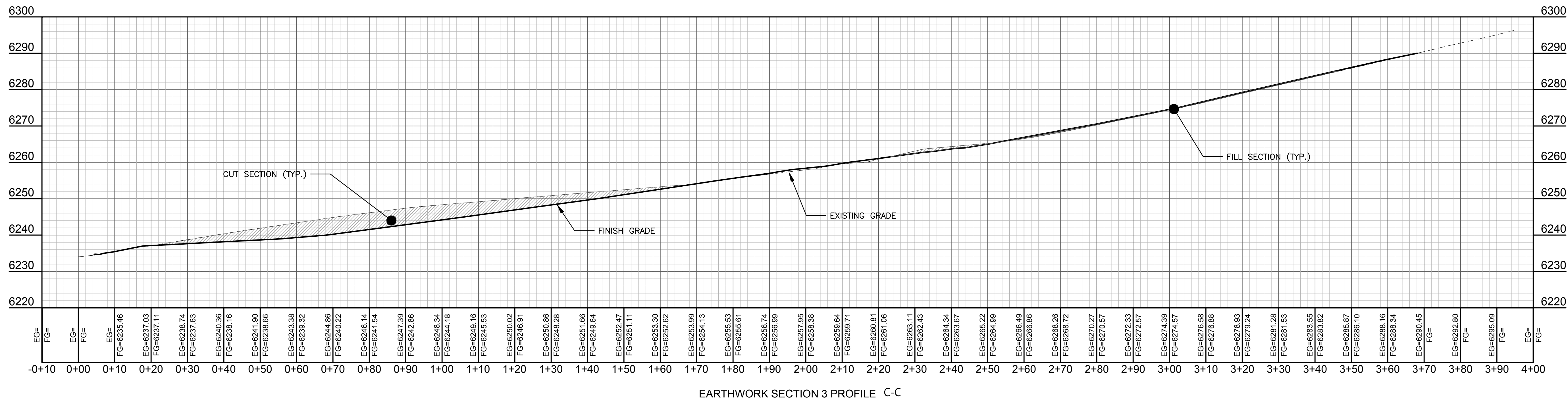
EARTHWORK SECTION 2 PROFILE B-B

GONDOLA BASE EARTHWORK SUMMARY:

CUT: 9158 CY
FILL: 8385 CY
NET: 773 CY (CUT)

DRAWING NO	JOB TITLE	DRAWING TITLE	REV.				
			DATE	SURVEYED	ENGINEERED	DRAWN	CHECKED
C6.1	SNOW KING MOUNTAIN RESORT 2020 IMPROVEMENTS	BASE STATION EARTHWORK SECTION VIEWS: 1 OF 2	3/31/2020	NE		NB	DD
19-262-01	JACKSON, WYOMING					DD	DD

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



GONDOLA BASE EARTHWORK SUMMARY:

CUT: 9158 CY
FILL: 8385 CY
NET: 773 CY (CUT)

DRAWING NO	JOB TITLE	DRAWING TITLE	REV.
C6.2	SNOW KING MOUNTAIN RESORT	BASE STATION EARTHWORK	3/31/2020
	2020 IMPROVEMENTS	SECTION VIEWS: 2 OF 2	NE
	JACKSON, WYOMING		ENGINEERED
			DRAWN
			DD
			CHECKED
			APPROVED
			DD

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

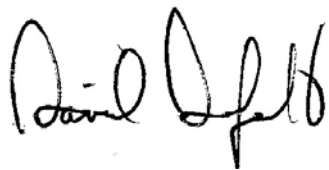
Existing 2017 June-Aug	Existing Winter Nov-Jan (2017-2019)	Proposed Winter Nov-Jan (estimated)
424 MG	121 MG – 135 MG	161 MG – 195 MG

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.

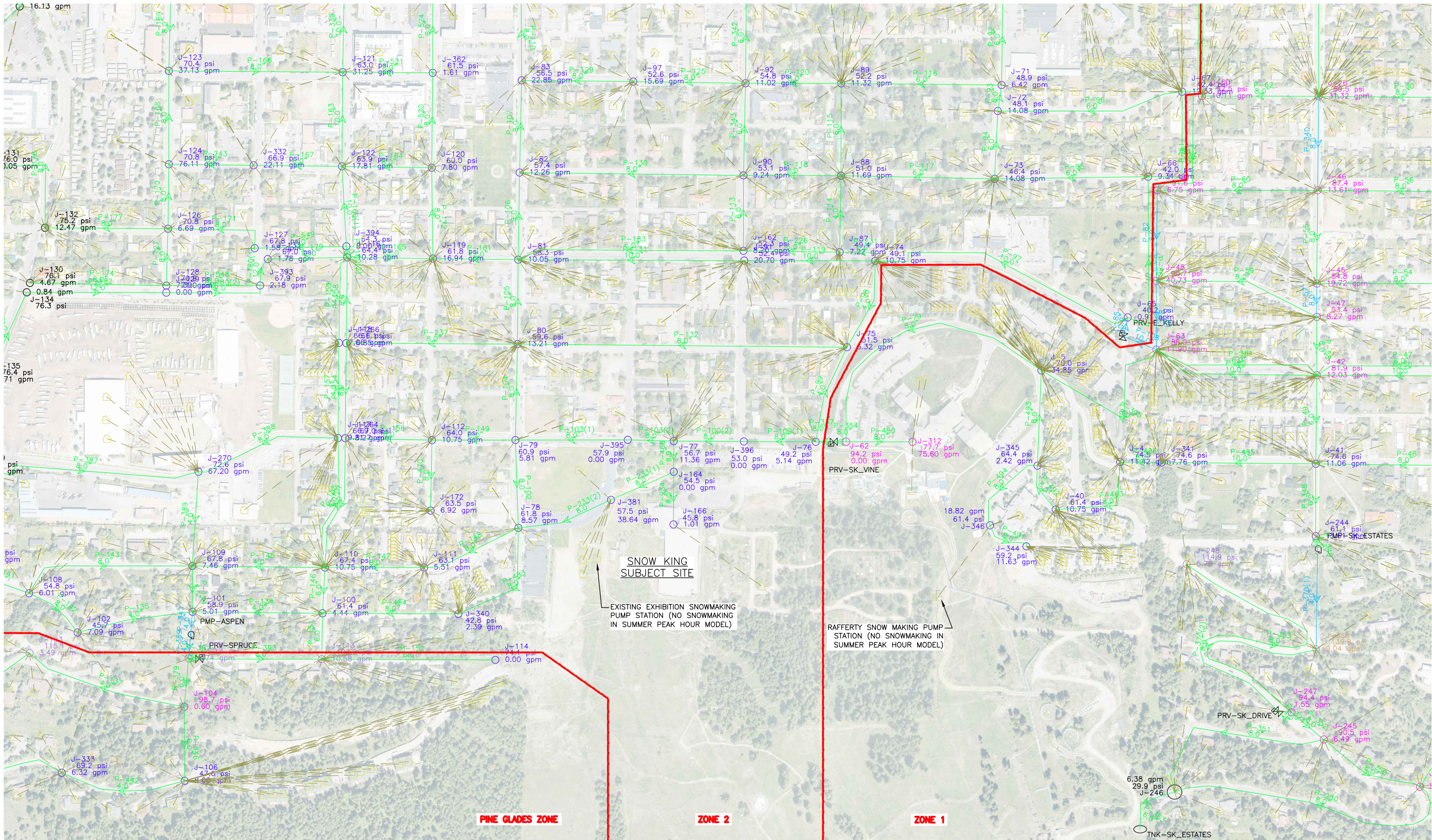
Sincerely,



Dave Dufault, PE
Senior Project Manager

Encl.
cc. Ryan Stanley

S:\proj\2019\262-01 Snow King Summit Condola Improvements\4 Drawings\DWG WATER MODEL\SCENARIO 1 SNOW KING MAX DAY DEMANDING\SCENARIO 1.DWG PLOTTED BY: dson DWG EDATE: 230 Jun 28 2020 09:17:27 PM

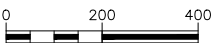


WATER MODEL LEGEND

	SERVICE METER		
	SERVICE LINE TO NEAREST JUNCTION		
	PIPE VELOCITIES < OR = TO:		JUNCTION PRESSURES < OR = TO:
	2.00 FT/S		20.00 PSI
	4.00 FT/S		35.0 PSI
	6.00 FT/S		75.0 PSI
	8.00 FT/S		100.0 PSI
			125.0 PSI
			150.0 PSI

SCENARIO 1 PEAK HOUR DEMAND

SCALE: 1" = 400' (11X17)



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.

DRAWING NO 1

JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WY

DRAWING TITLE

SCENARIO 1
SNOW KING EXISTING PEAK HOUR DEMAND

DATE

SURVEYED
ENGINEERED
DRAWN
CHECKED
APPROVED

30 JUNE 2020

REV.

**NELSON
ENGINEERING**

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

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				
<u>Issue 1</u> : 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				
<u>Issue 1</u> : 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.	
<u>Issue 2:</u> 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				
<u>Issue 1:</u> 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
<u>Issue 2</u> : 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.
<u>Issue 3</u> : 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				
<u>Issue 1</u> : 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				
<u>Issue 1</u> : 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 <i>Northern Rockies Lynx Management Direction</i> 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
<u>Issue 2</u> : 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				
<u>Issue 1</u> : 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.		
<u>Issue 2</u> : 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				
<u>Issue 1</u> : 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.

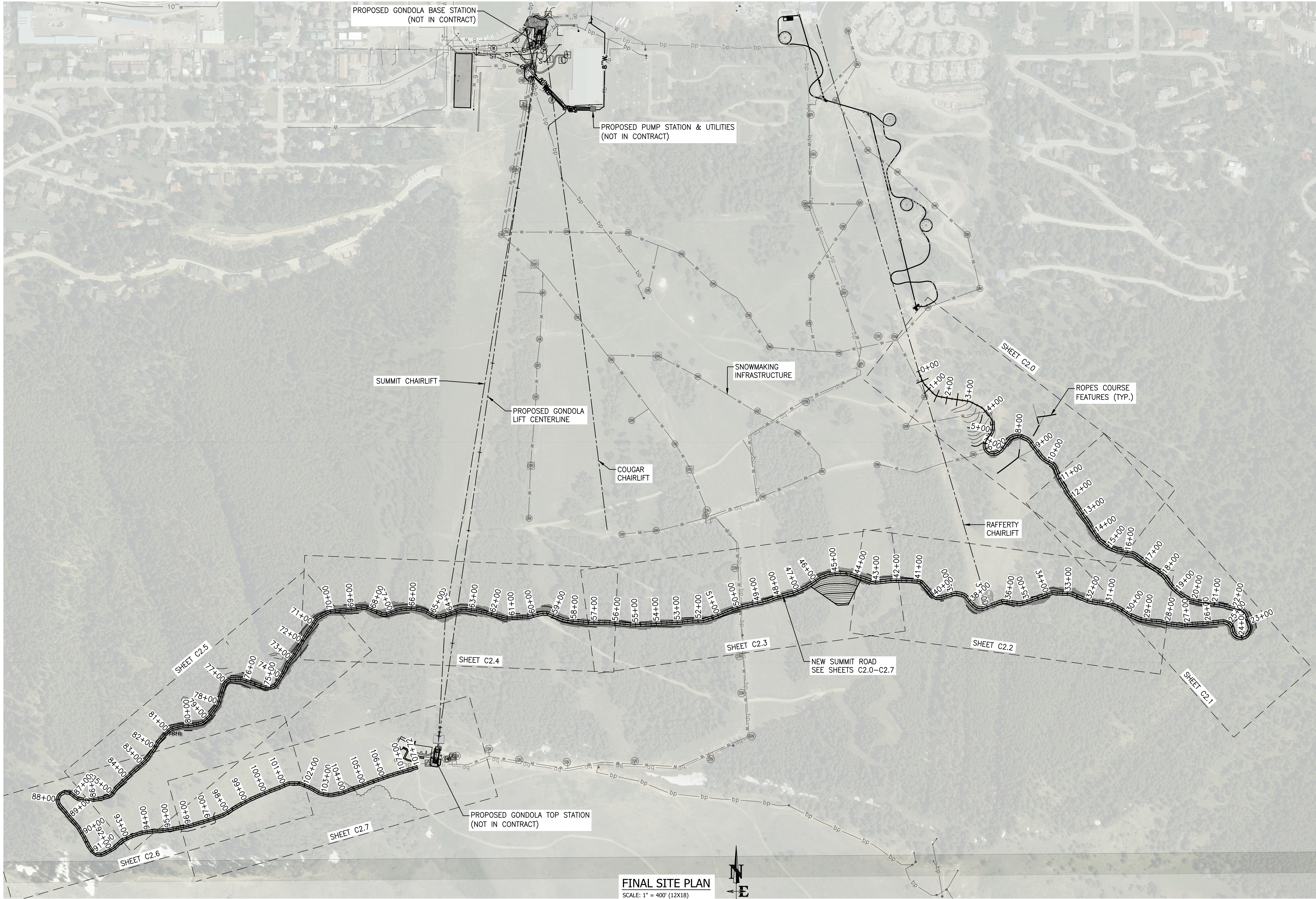
Table S-1 (cont'd). Summary and comparison of environmental effects.				
Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
		displacement of animals occurred. Increased levels of utilization could occur in some areas of the allotment, but annual standards would be met.		
Noise				
<u>Issue 1</u> : 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				
<u>Issue 1:</u> 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.
<u>Issue 2:</u> 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 of 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.
<u>Issue 3:</u> 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.
<u>Issue 4</u> : 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				
<u>Issue 1</u> : 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.

S:\Proj\2019\362-01 Snow King Summit Gondola Improvements\A Drawings\CON\ISSUE-SUMMIT RD\Building CLS FINAL SITE PLAN - No. 03 2020 020354.dwg PLOTTED BY: bering DWG: FIDMKT 230



FINAL SITE PLAN
SCALE: 1" = 400' (12X18)

0 200 400



DRAWING NO	JOB TITLE	DRAWING TITLE	REV.				
			DATE	SURVEYED	ENGINEERED	DRAWN	CHECKED
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19-862-01	SNOW KING RESORT						
	TETON COUNTY, WYOMING						

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

S:\Proj\2019\262-01_Snow King Summit Corridor Improvements\N Drawings\CON\EXHIBIT - GROUNDLINE BASE PLAN - Apr 28 2020 12:38:44 pm PLOTTED BY: green DWG: EXHIBIT_230



CUT/FILLS TABLE			
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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	

LEGEND
CUT AREA
FILL AREA

DRAWING NO EXHIBIT A	JOB TITLE SNOW KING MOUNTAIN RESORT 2020 IMPROVEMENTS JACKSON, WYOMING	DRAWING TITLE BASE STATION EARTHWORK OVERVIEW PLAN VIEW	DATE 4/28/2020	REV.
				NE
JOB NO 19-262-01			ENGINEERED	
			DRAWN	NB
			CHECKED	DD
			APPROVED	DD

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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

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DRAWING NO C2.0B	JOB TITLE SNOW KING MOUNTAIN RESORT 2020 IMPROVEMENTS JACKSON, WYOMING		DRAWING TITLE PROPOSED SITE PLAN ALTERNATIVE WITH COUGAR LIFT BASE RELOCATION		DATE 3/31/2020		REV 4/28/2020	
	JOB NO 19-262-01				SURVEYED NE	ENGINEERED NE	DRAWN NB	CHECKED DD
					APPROVED			



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 quiet 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.

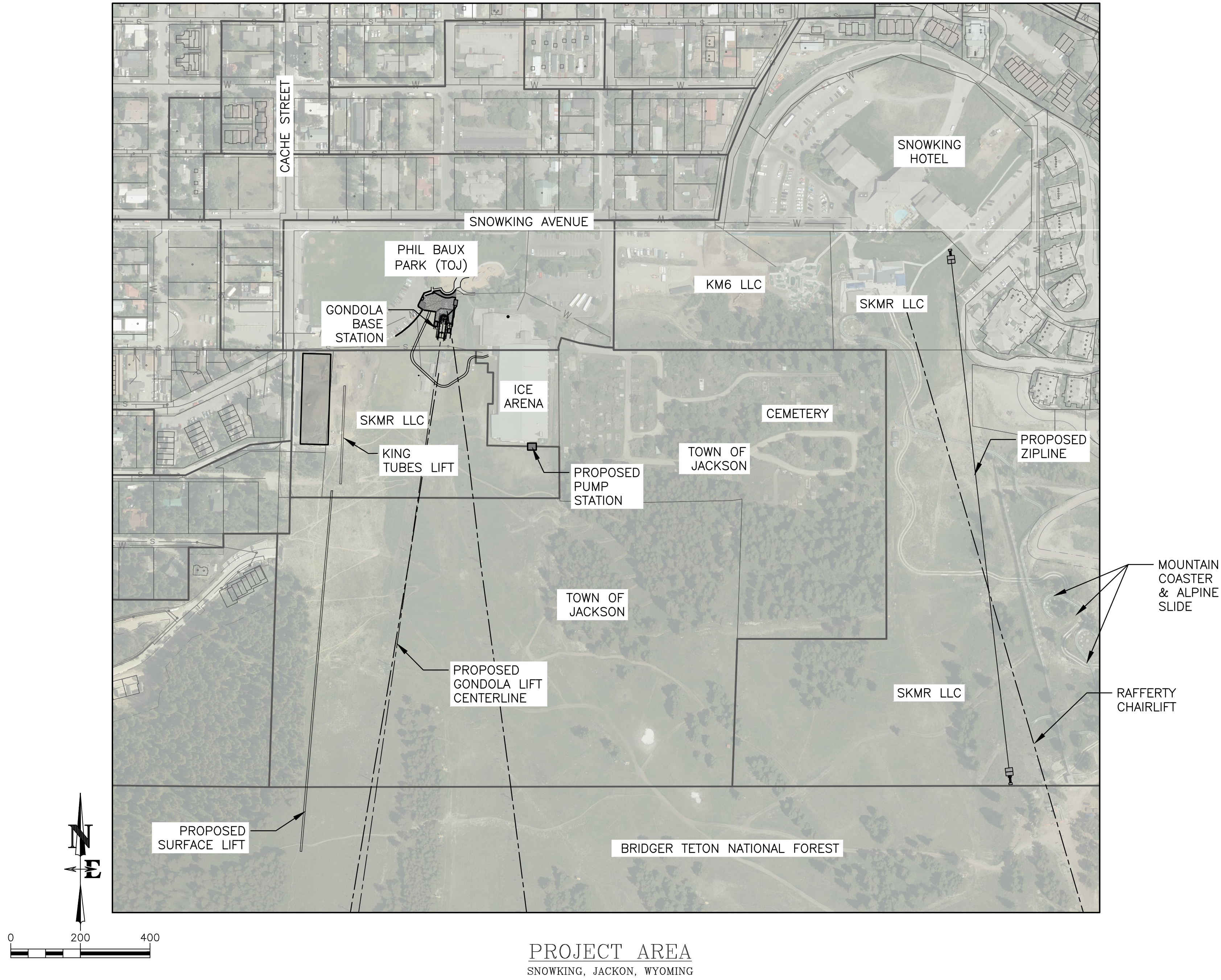
We are seeking the flexibility to operate within this range of time to give the community assurance that we will not operate outside that time. Furthermore, we do not anticipate operating during that period of time for the entire summer. We generally ramp up and down the hours of operation based on guest 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

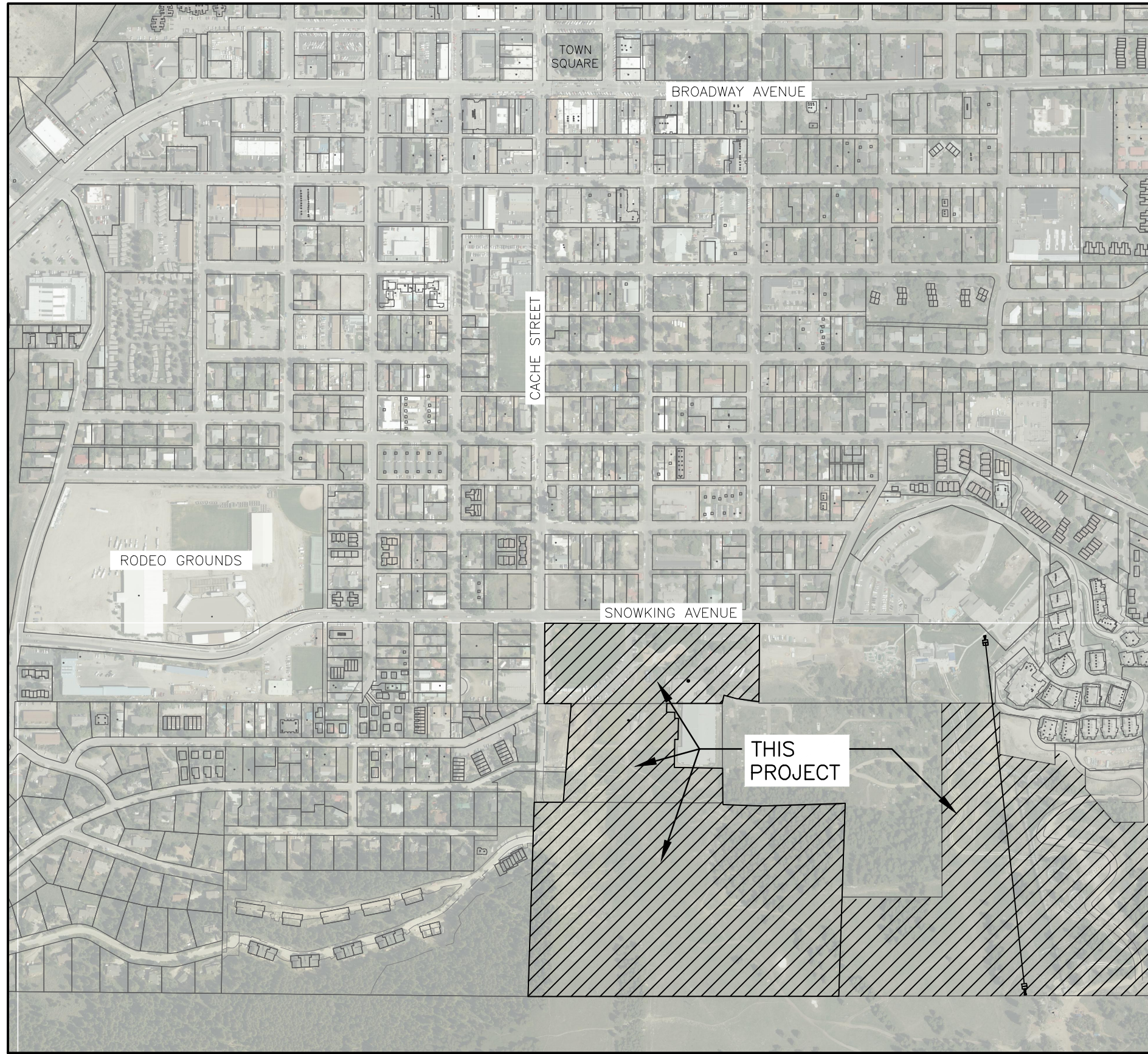
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PROJECT CONTACTS

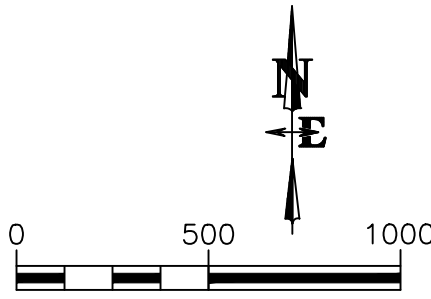
OWNER:
SNOW KING MOUNTAIN RESORT
RYAN STANLEY
GENERAL MANAGER
PH: 307-201-5004
EMAIL: ryan@snowkingmountain.com

CIVIL ENGINEER & PROJECT MANAGER:
DAVE DUFALT, PE
NELSON ENGINEERING
430 SOUTH CACHE STREET
JACKSON, WY 83001
PH: 307-733-2087
EMAIL: ddufault@nelsonengineering.net



VICINITY MAP

SNOWKING MOUNTAIN RESORT
PART OF SECTION 34
T414N R116W
JACKSON, WYOMING



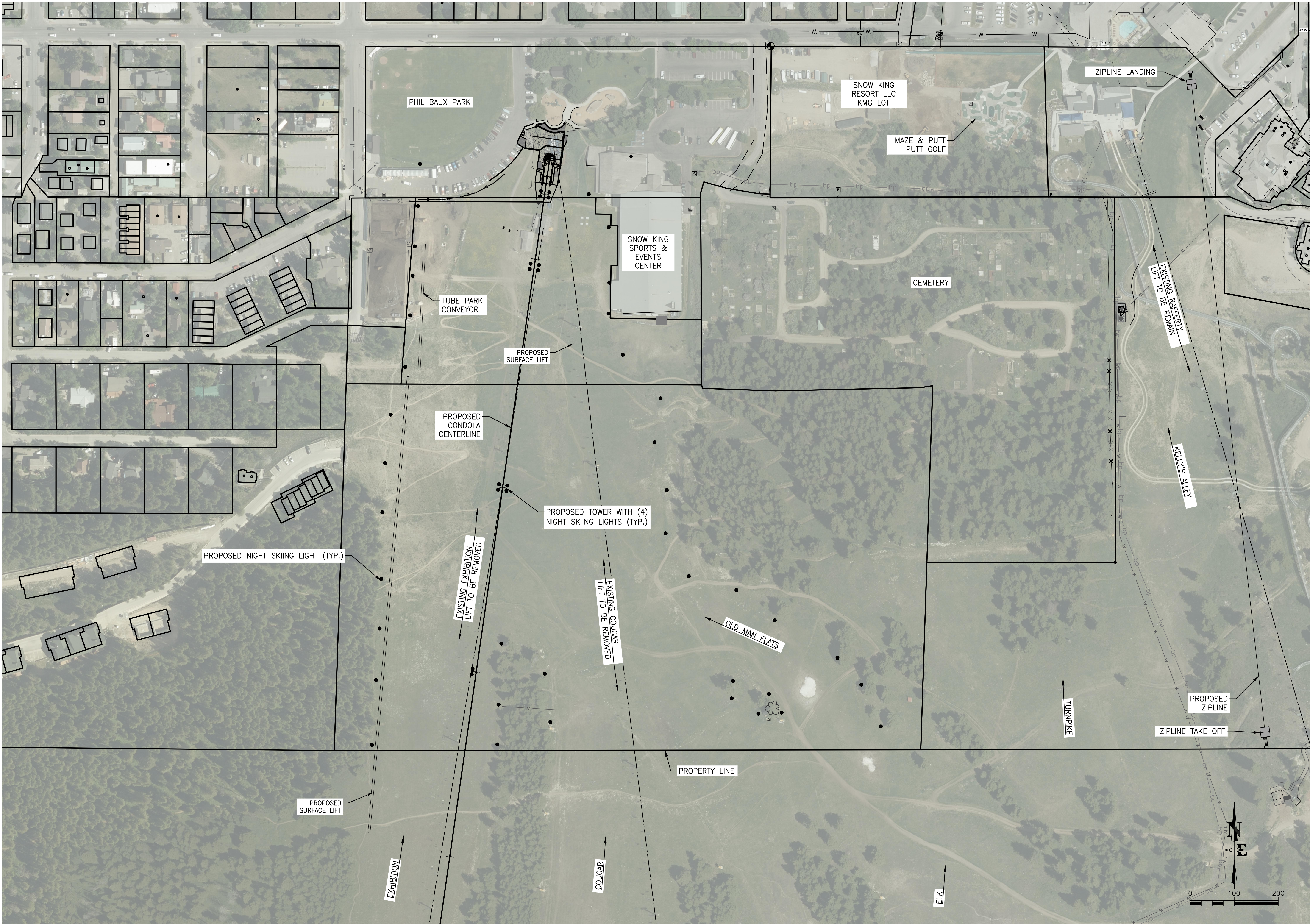
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C1.0	EXISTING SITE PLAN
C1.1	BASE STATION EXISTING SITE PLAN
C2.0	PROPOSED SITE PLAN
C2.1	GONDOLA BASE STATION SITE PLAN
C3.0	NIGHT SKIING LIGHTING PLAN
C4.0	UTILITY PLAN OVERVIEW
C5.0	ZIP LINE SITE PLAN
C6.0	GRADING CROSS SECTION PLAN VIEW
C6.1	GRADING CROSS SECTIONS
C6.2	GRADING CROSS SECTIONS
EXHIBIT A	CUT/FILL DEPTH ANALYSIS
EXHIBITS B-D	RENDERED VIEWS OF GONDOLA BASE

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				APPROVED	DD	

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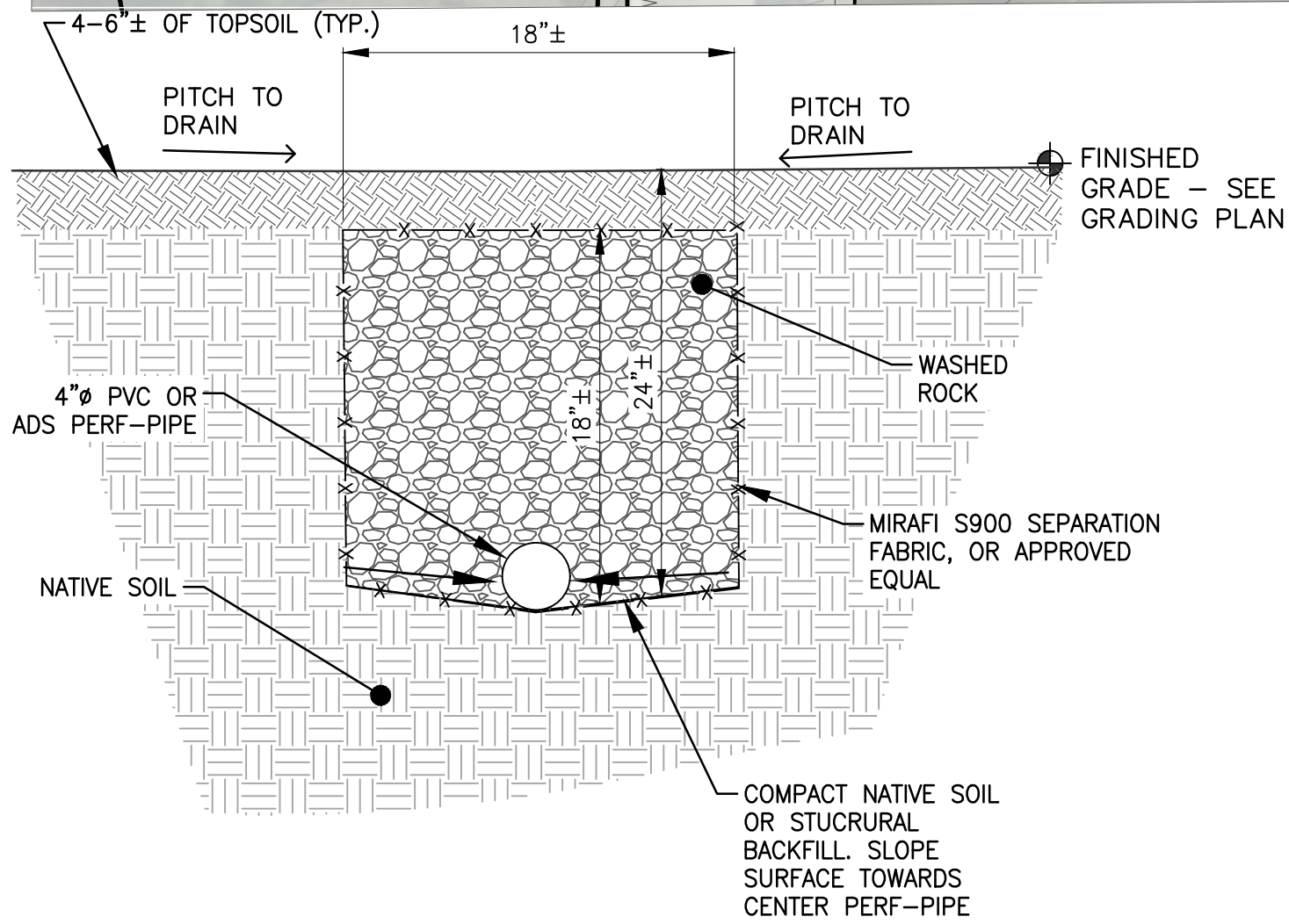
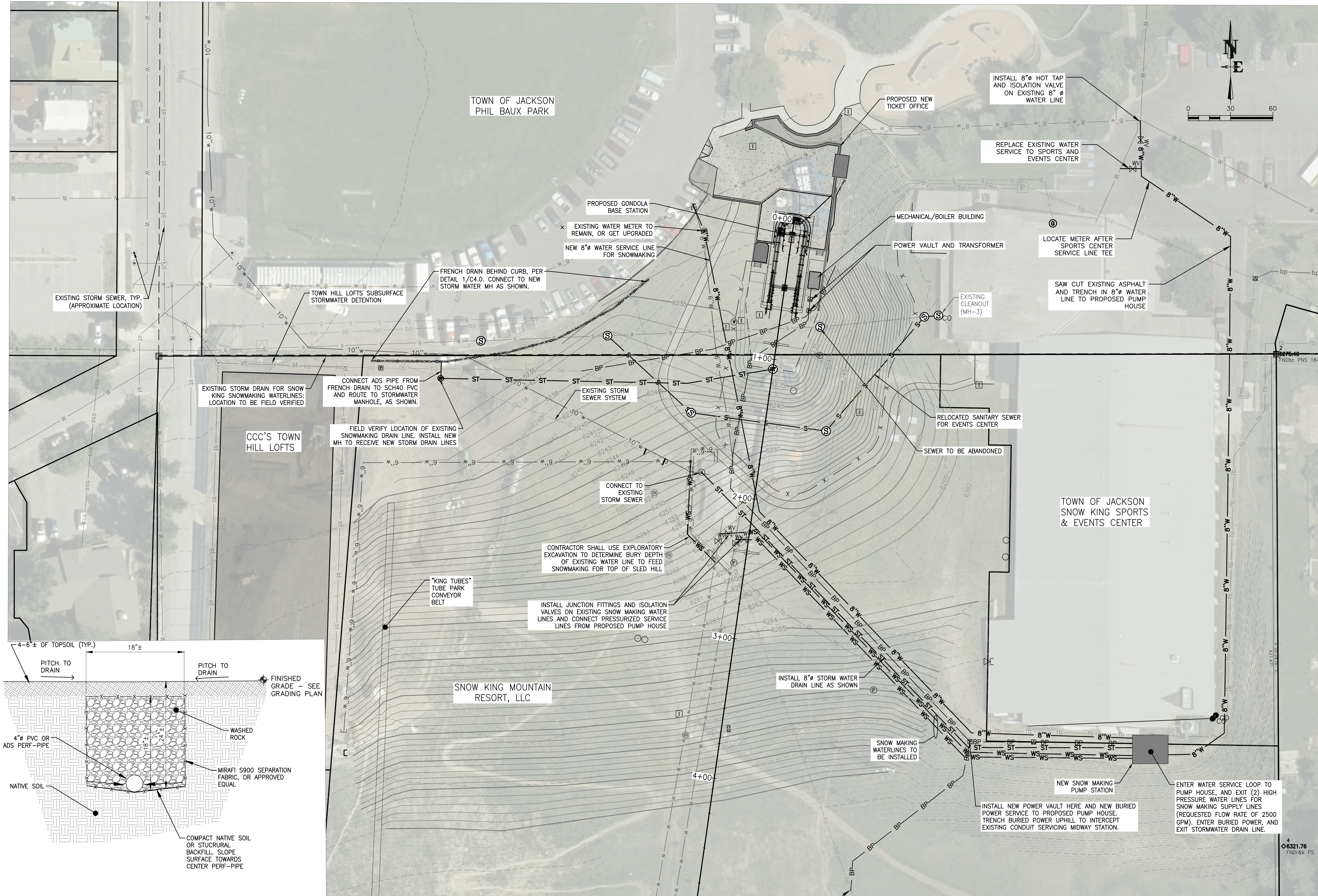
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JOB NO 19-262-01			SURVEYED	NE	ENGINEERED	NE	
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			APPROVED	DD			



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	JOB NO 19-262-01				SURVEYED NE	ENGINEERED NB	CHECKED DD	APPROVED DD

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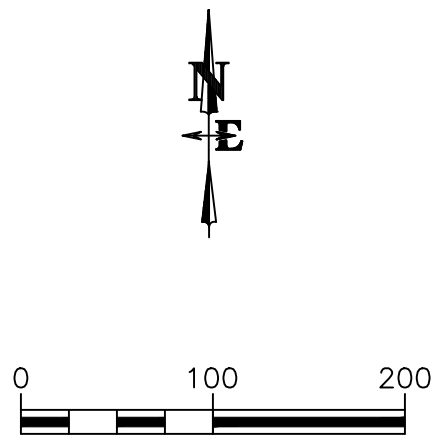
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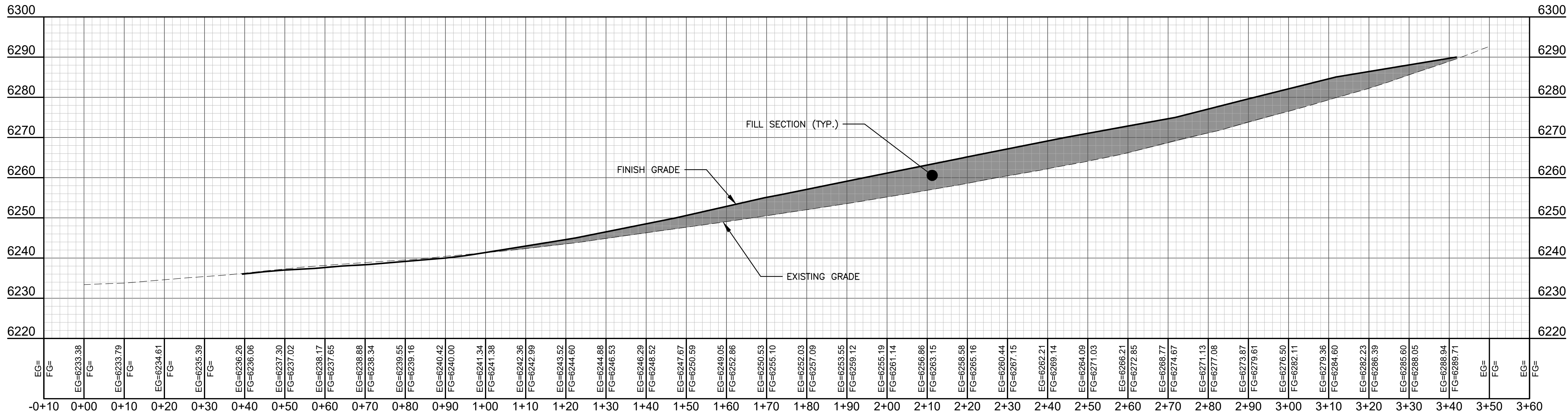
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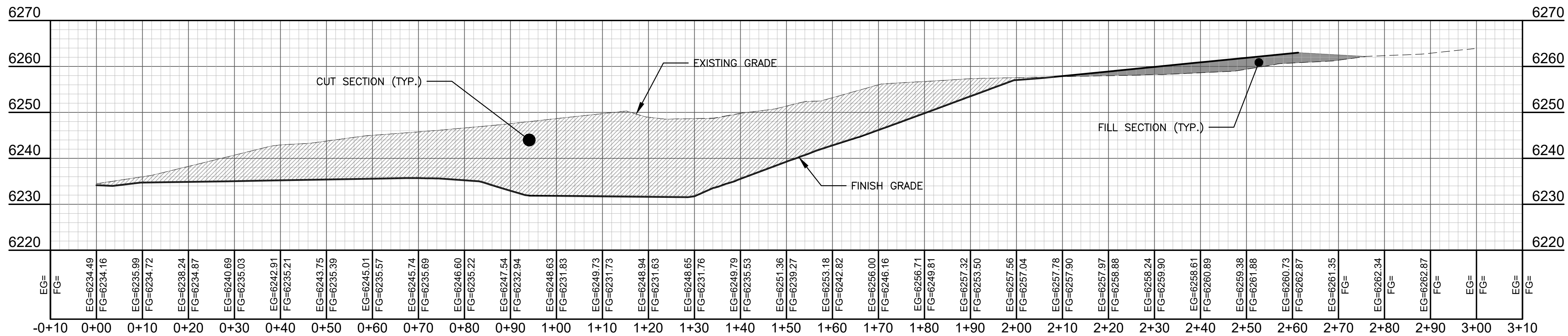
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JOB NO	19-262-01	JACKSON, WYOMING					

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

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EARTHWORKS SECTION 1 PROFILE



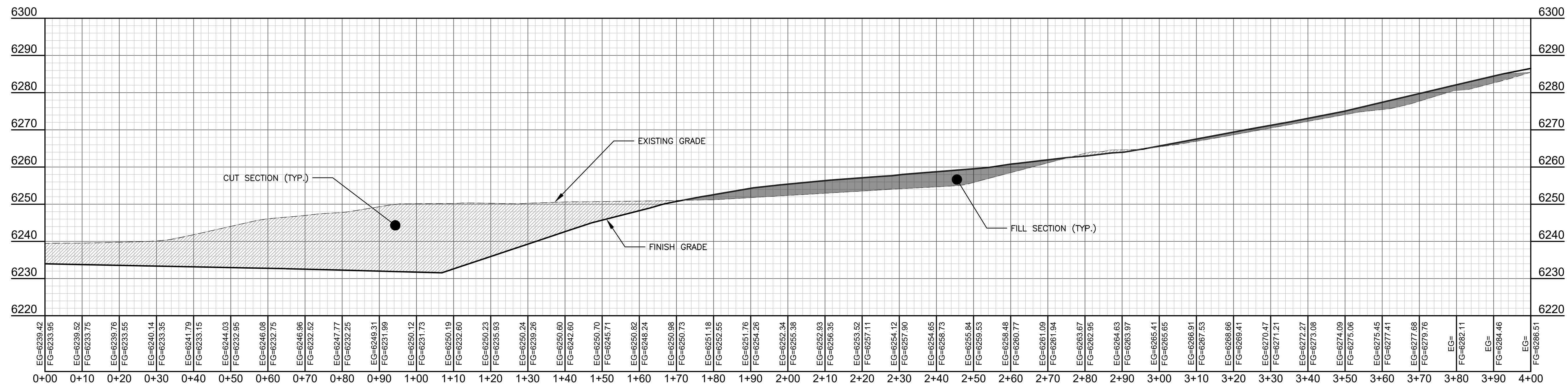
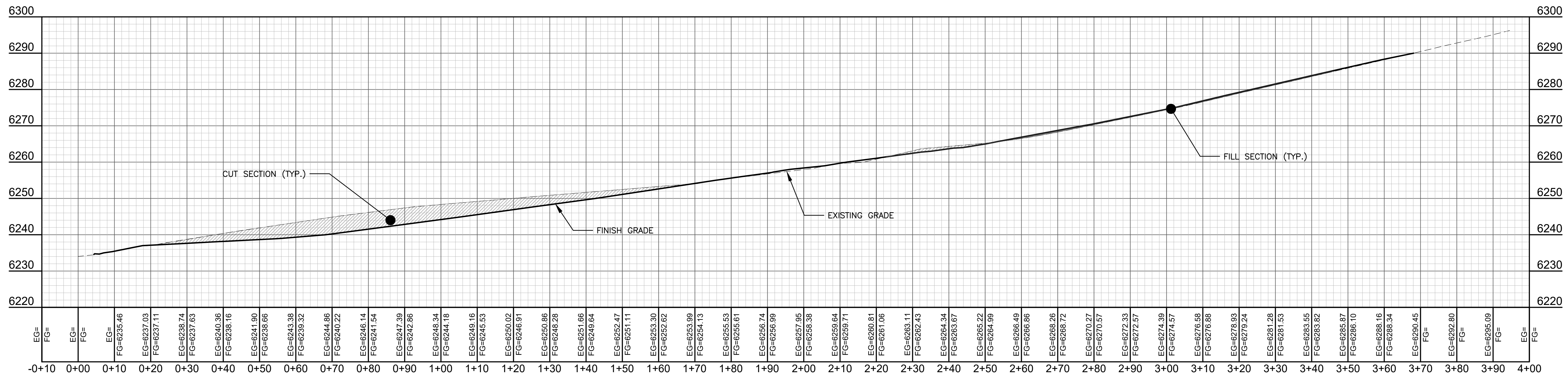
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GONDOLA BASE EARTHWORK SUMMARY:

CUT: 9158 CY
FILL: 8385 CY
NET: 773 CY (CUT)

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C6.1		SNOW KING MOUNTAIN RESORT 2020 IMPROVEMENTS JACKSON, WYOMING	BASE STATION EARTHWORK SECTION VIEWS: 1 OF 2	DATE	SURVEYED	ENGINEERED	DRAWN	CHECKED	APPROVED	3/31/2020	NE
JOB NO											
19-282-01											

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



GONDOLA BASE EARTHWORK SUMMARY:

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FILL: 8385 CY
NET: 773 CY (CUT)

DATE	3/31/2020	REV.
SURVEYED	NE	
ENGINEERED		
DRAWN	NB	
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APPROVED	DD	

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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

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3	-10.000	-5.000	Red
4	-5.000	0.000	Red
5	0.000	5.000	Green
6	5.000	7.541	Green

LEGEND

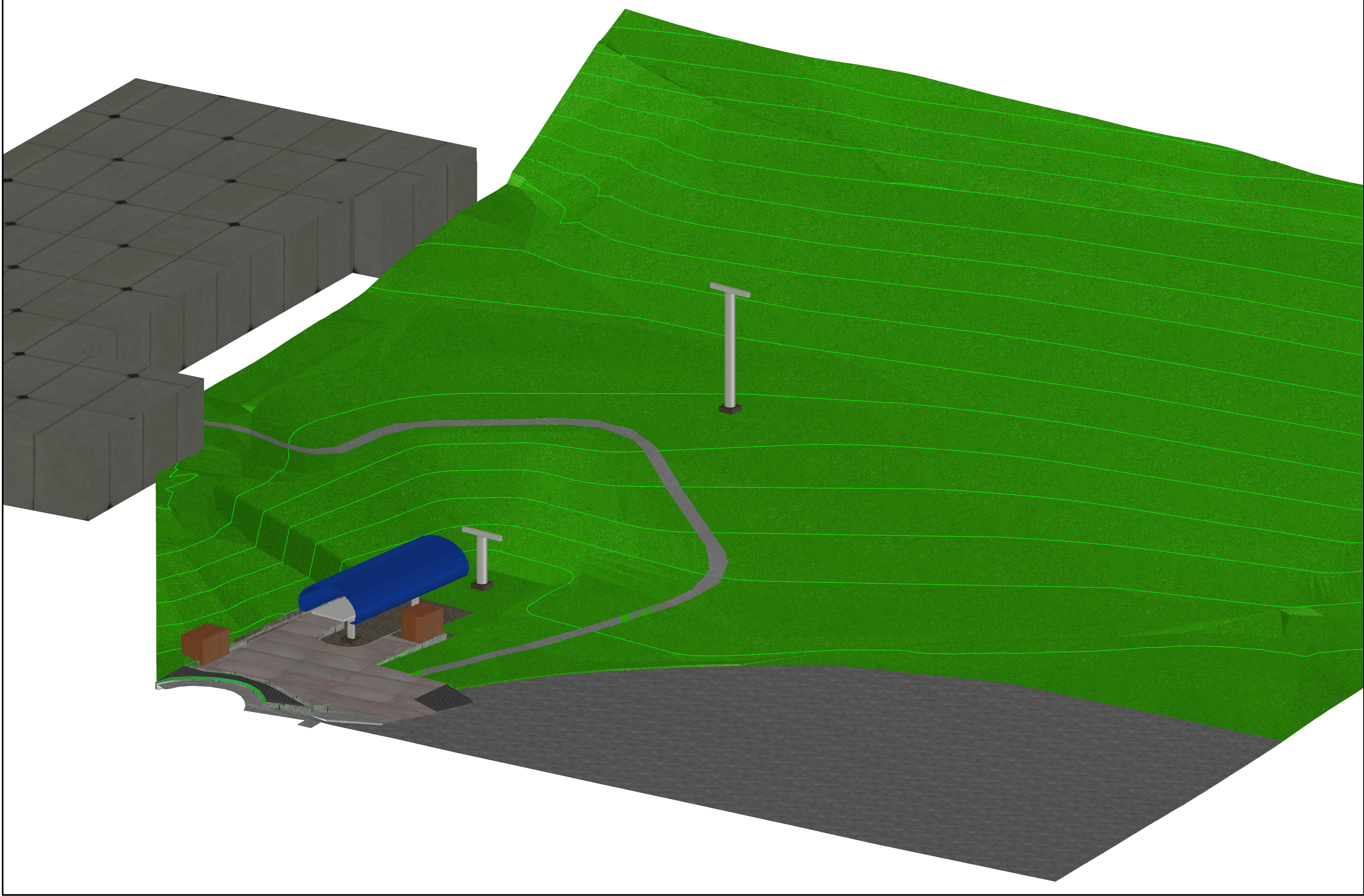
Red CUT AREA

Green FILL AREA

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

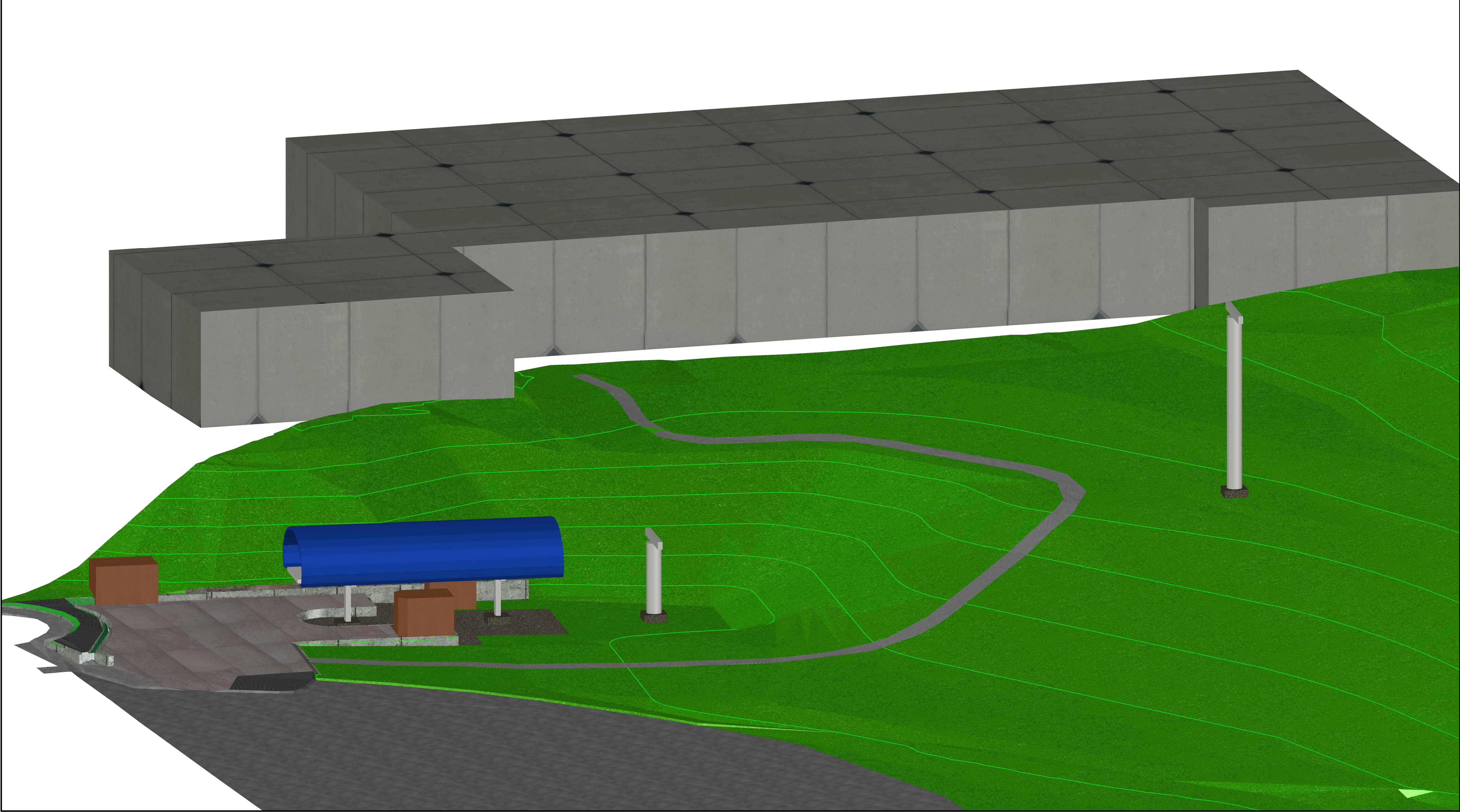
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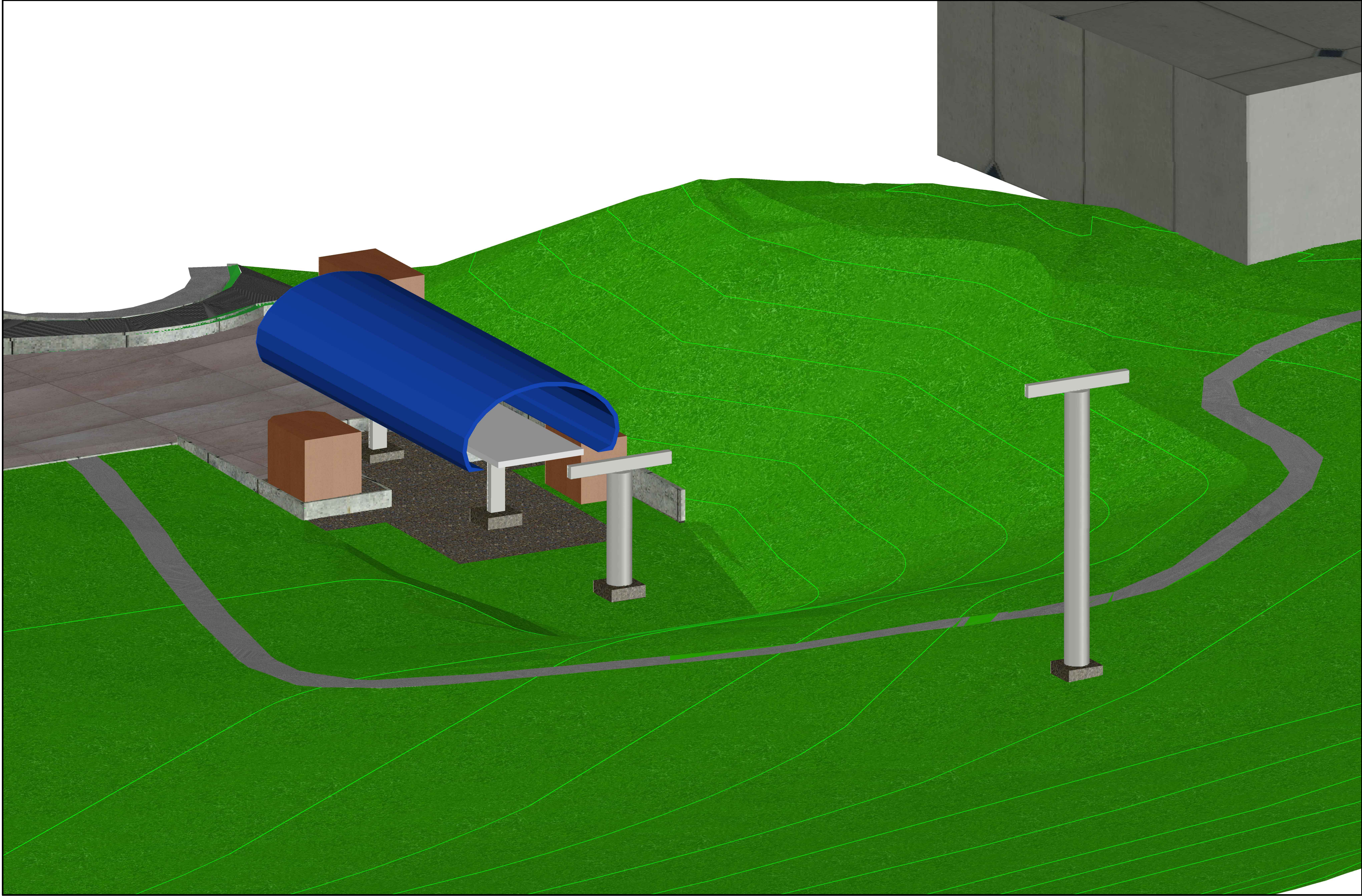
S:\Proj\2019\262-01_Crow King_South_Gondola_Improvements\14_Drawings\GUAUX_RENDER-GONDOLA-BASE.dwg (Rendering) - Apr 28 2020 01:53:55 pm RUTTED By: green DWG: 128WAT: 230



DRAWING NO EXHIBIT C	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	REV.	
JOB NO 19-262-01				SURVEYED	NE	
				ENGINEERED		
				DRAWN	NB	
				CHECKED	DD	
				APPROVED	DD	

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

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DRAWING NO EXHIBIT D	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	4/28/2020	REV.		
JOB NO 19-262-01			SURVEYED		NE		
			ENGINEERED				
			DRAWN		NB		
			CHECKED		DD		
			APPROVED		DD		

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

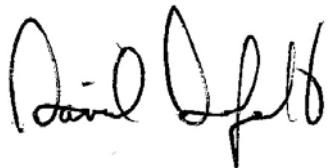
making is outside of the peak water demand season for the Town of Jackson (late spring, summer, and early fall, when locals are using water for irrigation and when the Town population is at its peak with tourists and second homeowners). Because snow making is occurring off the seasonal peak, and also 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,

A handwritten signature in black ink, appearing to read "Dave Dufault". The signature is fluid and cursive, with the first name "Dave" and last name "Dufault" clearly distinguishable.

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

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





CCCS TOWN HILL LOFTS, LLC

Winter Tubing
(3) Lanes

SNOWING MOUNTAIN RESORT

Unobstructed Winter Zone

- OPEN TURF -

- OPEN TURF -

GONDOLA LIFT

SNOW KING
ICE CENTER

SNOW KING CENTER
(Town of Jackson)

E Snow King Ave

BUS/VEHICLE DROP-OFF

PICNIC SHELTER

PICNIC SHELTER

HORSE
SHOE
PITS

- OPEN TURF -

PICNIC SHELTER

RESTROOM

RESTROOM

RESTROOM

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KMB, LLC

ASPEN CEMETERY
(Town of Jackson)



PHIL BAUX PARK

(Town of Jackson - 7.155 Acres)

Re-development Masterplan





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 Through 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

CONDITIONAL USE PERMIT– APPROVED w CONDITIONS

P20-242

ADDRESS: 10 E Snow King Avenue

OWNER: Snow King Mountain Resort / Town of Jackson

APPLICANT: Snow King Mountain Resort, c/o Ryan Stanley

7/16/2020

Brian Lenz, 733-3079

DATE OF SUBMITTAL: February 26, 2019

DATE OF MATERIALS: Additional Materials from June 2020

REVISION NO.:

The engineering division has reviewed your application for a **CONDITIONAL USE PERMIT** submitted on and with application materials as dated above.

THE FOLLOWING CONDITIONS OF APPROVAL SUPERCEDE AND REPLACE PRIOR CONDITIONS OF APPROVAL ISSUED ON APRIL 30, 2020 BASED ON ADDITIONAL INFORMATION RECEIVED FROM THE APPLICANT.

CONDITIONS OF APPROVAL:

1. The proposed Gondola shall be sited to minimize grading disturbance.
2. Approved water supply will be allowed up to the volume that does not compromise service to other Town customers or the water supply and distribution system, but not more than 3,300 gallons per minute total (2500 gpm to the Exhibition pump house and 800 gpm at the Rafferty pump house).
3. The watermain in Vine street from Kelly to Snow King Ave. must be upsized to at least a 12-inch main.
4. All snow making systems shall be set with automatic controls to shut down when pressures drop below a set level that corresponds to maintaining adequate pressures in the rest of the distribution system.
5. As part of Building and/or Grading Permit approval for the Booster Pump Station, the proposed water system demand modeling and supply requirements must be approved by Town Public Works. Upgrades to the snow making facilities requires further review of more detailed water demand and use information including the following:
 - a. System modeling verification including, pressure checks, hydrant flow testing and calibration of the model.
 - b. 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.
 - c. 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.

- d. Max Day Snow Making water demands and comparisons to available water supply.
 - e. Additional controls or line upgrades may be required to maintain adequate service to the town, e.g. larger water mains in Snow King Ave., aquifer water level monitoring in the supply wells.
- 6. As part of Building and/or Grading Permit approval 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.
- 7. As part of Building and/or Grading Permit approval, 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.
- 8. Where 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 building or grading permits for the Gondola.
- 9. Provide access to the ski lodge and event center on the east side of the Gondola, via stairs or ramps.
- 10. Prior to any improvements being made to the existing parking lot or park facilities, the sewer main connecting to South Cache Street must be replaced and possibly relocated in coordination with the Town.
- 11. Prior to any improvements being made to the existing parking lot or park facilities, water, sewer, and other utilities required for any future public restrooms on the east end of Phil Baux Park should be coordinated and constructed to the extent possible in coordination with the Town.
- 12. 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.

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 respectfully 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 its 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 respectfully 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*

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

* Admitted in WY
** Admitted in WY, ID & CO

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

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 noise 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 Stoltz](#)
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

deny permit for zip line. stop destroying nature which is the big attraction 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>

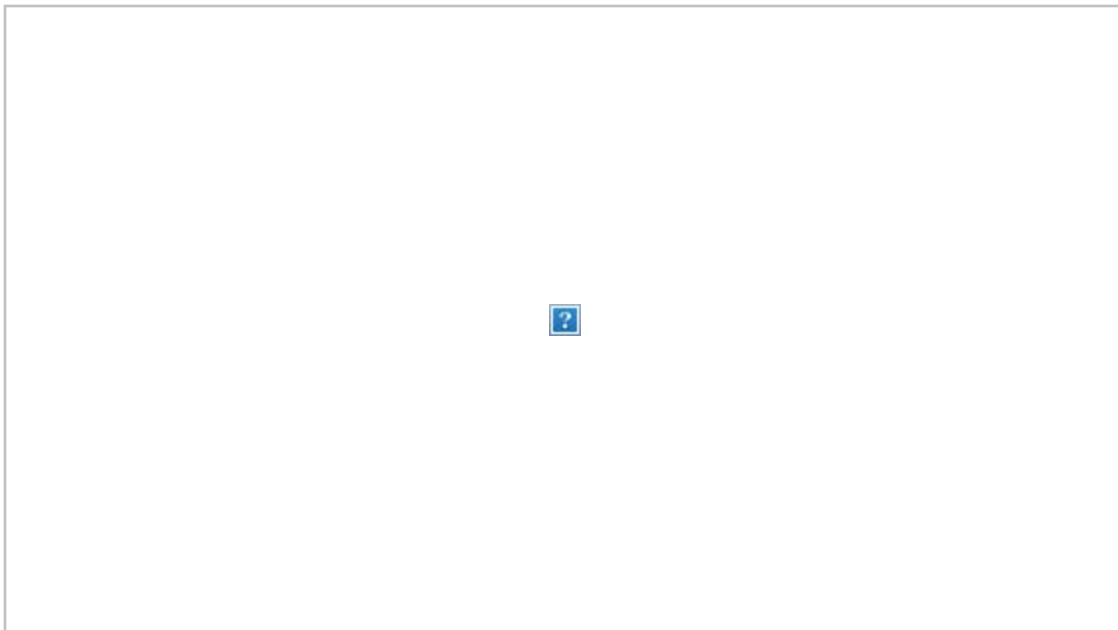
Date: Fri, May 1, 2020 at 5:58 PM

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

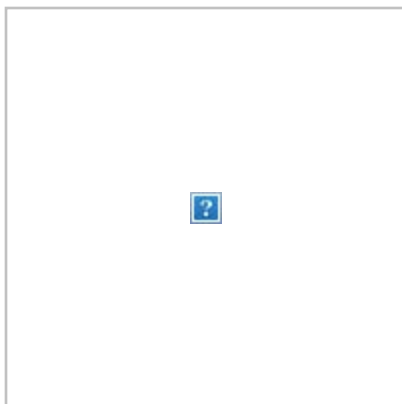
Thank you,

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 South 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 proposed 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 Richter](#)
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 Richter

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, now is not the time 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

Protecting the wildlife, wild places, and community character of Jackson Hole.

685 S. Cache St. • P.O. Box 2728 • Jackson, WY 83001 • (307) 733-9417 • info@jhalliance.org • jhalliance.org

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

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 Breyse, 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 wit, 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 Stoltz](#)
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 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 Stoltz](#); [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 <mbspaulding@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



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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](tel: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 ————

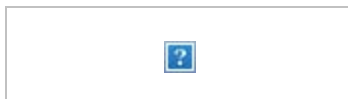
[Dangerous](#) and noisy zip lines do not align with our Comprehensive Plan or local Land Development Regulations, and there is little justification for late-night gondola rides to a massive summit complex when bars and restaurants are readily available in Jackson. The Town Council will be considering 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*



(307) 733-9417 | info@jhalliance.org | www.jhalliance.org

685 S. Cache St | PO Box 2728 | Jackson, WY 83001

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From: [Anne Marie](#)
To: [Tiffany Stoltz](#)
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 halt 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 its 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](tel: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*



(307) 733-9417 | info@jhalliance.org | www.jhalliance.org

685 S. Cache St | PO Box 2728 | Jackson, WY 83001

[Donate](#) | [Join](#) | [unsubscribe](#)



From: [Anne Marie](#)
To: [Tiffany Stoltz](#)
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 halt 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 its 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 Stoltz](#)
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.

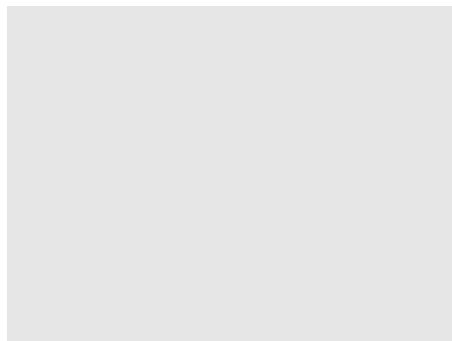
Paul W. Hansen
1155 Melody Creek Lane
Jackson, WY 83001
307 734-0330 (home)
307 413-8879 (cell)
paulwhansen@me.com

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 Stoltz](#)
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 have 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 Stoltz](#)
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 base 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 Stoltz](#)
Subject: Snow King Gondola 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 gondola 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 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 Stoltz](#)
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>
to me ▾

Mar 12, 2020, 8:41 AM ☆ ↶ ⋮

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

Protecting the wildlife, wild places, and community character of Jackson Hole.

685 S. Cache St. • P.O. Box 2728 • Jackson, WY 83001 • (307) 733-9417 • info@jhalliance.org • JHAlliance.org

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.

From: [Aaron Sanders](#)
To: [Town Council](#)
Subject: Cougar Lift
Date: Thursday, July 02, 2020 7:51:11 PM

Please allow for the relocation of the cougar lift. It is vital for the lift to remain for the Jackson Hole Ski Club to continue its long history of providing ski racing programs for our community.

A.J. Sanders
P.O. Box 484
Jackson Wyoming 83001

307-413-4692

From: [Ashley Babcock](#)
To: [Town Council](#)
Subject: Snow King
Date: Thursday, July 02, 2020 3:49:05 PM

Hello Snow King,

I am writing to advocate for the recommendations made by the Jackson Hole Ski and Snowboard Club for improvements at Snow King. While I am an alumni of the Conservation Alliance, and I am looking for ways to find better alignment with what they are doing and what we (JHSC, my employer) are doing, I do not want the argument against a zip line to stop progress on improvements to the training facilities for our athletes.

JHSC is home to hundreds of local skiers and snowboarders, and Snow King resort is the venue that we rely on. I am all for protecting wildlife and natural landscape integrity. The argument about a zip line doesn't seem to me a reason to hold up the progress with what seems to be inevitably happening at Snow King to make them more financially viable. The argument against the zip line seems to benefit the large homeowners more than the community at large.

There seems to be a dominating paradigm that environmentalism and financial stability can't happen at the same time. I would like to see our community and town hill protected, and I think that allowing Snow King to make improvements to the resort will benefit the locals. It seems silly to me that the zip line is causing so much of a hold up. I just want to see our youth, our wildlife, and our precious public lands thrive together, not just one or the other.

Thanks,
Ashley

--

Ashley Babcock
Student-Athlete Support Director
307.733.6433 ext. 103 (o) / 970.376.5470 (m)
Shipping: 100 East Snow King Ave
USPS: PO Box 461
Jackson, WY 83001
jhskiclub.org



"Building Champions in Sport and Life Since 1938"

From: [Tyler Barker](#)
To: [Town Council](#)
Subject: Letter in support of Snow King improvements
Date: Thursday, July 02, 2020 4:07:15 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Dear Town Council:

Greetings! I have been a board member of the Jackson Hole Ski and Snowboard Club for the past five years, am a past president of the Ski Club, and enjoy both winter and summer activities at Snow King.

I'm writing in support of Snow King's proposed improvements to the ski area primarily from the perspective of a solid supporter of the Jackson Hole Ski & Snowboard Club.

The Ski Club serves approximately 400 student-athletes every year. Among its three major programs (Alpine, Nordic and Freeride) the Ski Club's Alpine program is the largest and uses Snow King as its home and primary training venue. Because of the size of the Alpine program and its reliance on Snow King as an optimal training venue, the Club's future success is tied directly to the success of Snow King. Without Snow King, there is uncertainty if Ski Club's Alpine program could continue to exist. For various reasons, the Alpine program cannot successfully move to JHMR should Snow King cease to operate as a ski resort. Therefore, I support the improvements Snow King proposes as I believe they will ensure its future economic viability. We cannot expect Snow King to provide improvements that greatly benefit the Ski Club, the High School Ski Team, the Doug Coombs Foundation, and other community users of the ski area without providing Snow King a economic mechanism to recoup the cost of the improvements and the continuing costs of successfully operating the small ski area in the winter.

I believe that approving Snow King's proposed improvements will unlock a great deal of potential for the community, expand evening outdoor recreation opportunities for a wide array of citizens during the winter months, and add vibrancy to the town.

Thank you for your consideration, time and effort in these matters.

Tyler T Barker
VP, Regional Managing Director



Teton Mountain Lodge & Spa
Hotel Terra Jackson Hole
PO Box 564, Teton Village, WY 83025

(O) 307-739-4160

(C) 307-690-4729

tyler.barker@noblehousehotels.com

Please note my new email address



From: [Jim Coleman](#)
To: [Town Council](#)
Subject: Public Comment for July 6, 2020 Regular Meeting - Item P19-242 Snow King Conditional Use Permit
Date: Thursday, July 02, 2020 6:43:35 PM

Dear Town Council:

My name is Jim Coleman. I believe some of you know me. I have been a board member of the Jackson Hole Ski and Snowboard Club for the past eight years, am a past president of the Ski Club, and have been a season-pass holder at Snow King for the past 15 years. I generally 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 and speak 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 home and 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. For various reasons, the Alpine program cannot successfully move to JHMR should Snow King cease to operate as a ski resort. Therefore, I support the improvements Snow King proposes as I believe they will ensure its future economic viability. While I acknowledge that some of the proposed improvements are unpopular in certain circles, we cannot expect Snow King to provide improvements that greatly benefit the Ski Club, the High School Ski Team, the Doug Coombs Foundation, and other community users of the ski area without providing Snow King a mechanism to recoup the cost of the improvements and the continuing costs of successfully operating the ski area in the winter.

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. Had the cold spell lasted another two days, the ski area would have likely opened for race training beginning the first week of November. Ultimately, due to subsequent warmer 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 to our athletes. The Ski Club would have also attracted numerous other ski teams to the venue for training during that period.

Had the water capacity to the snowmaking guns been higher, it is very likely that Snow King would have been able to open that first week of last November. Currently, at optimum snowmaking temperatures, the snowmaking 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

per minute would almost certainly have meant the hill would have been ready for racing that first week of this past November. Additionally, increased water flow will allow Snow King to put down an adequate base 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 8 P.M. 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 ski 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.

In closing, I believe a great portion of the ski area's potential as an athletic and educational asset remains untapped. I believe that approving Snow King's proposed improvements will help unlock a great deal of that potential for the community.

Thank you for your consideration.

Jim Coleman

Best Regards,

James A. Coleman | Levy Coleman Brodie LLP | Attorneys at Law | Post Office Box 7372, 1110 Maple Way, Second Floor, Jackson, Wyoming 83002 | phone 307.733.7057 | fax 307.733.7142 | mobile 307.699.2319 | jcoleman@jhattorneys.com

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From: [Walt Esquivel](#)
To: [Town Council](#)
Subject: Please say NO to Snow King's proposed zip lines!
Date: Thursday, July 02, 2020 11:17:45 PM

Dear Town of Jackson Councilors,

I am opposed to the Snow King project that proposes to add zip lines.

There has already been TOO MUCH development in the Snow King area. Further development will adversely impact not only the aesthetics of the area, but will diminish the public's ability to use Phil Baux Park. Do we really want to practically destroy a beautiful park so that profit seekers can continue lining their pockets? Jackson, Wyoming is better than that & the community deserves to keep its beautiful park intact!! Very importantly, many believe that further development in the Snow King area will adversely impact the wildlife we all love & that so many fight diligently to protect.

Please do the right thing & deny this unwelcome project! Thank you for your consideration.

Sincerely,
Walt Esquivel, MBA, MA; Captain, U.S. Marine Corps (Veteran)

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From: [Aaron Sanders](#)
To: [Town Council](#)
Subject: Support for the Jackson Hole Ski Club
Date: Thursday, July 02, 2020 7:46:08 PM

Additionally, the following individual elements of the plan are essential for JHSC and should be singled out for added support:

- Relocation and continued operation of the Cougar lift. The removal of the Cougar lift entirely (which was envisioned previously) would be a deathblow to the quality of training and racing operations JHSC has executed for decades. Recognizing that the Cougar lift is essential to the training and racing functions of the JHSC, Snow King has included relocation of the Cougar lift, and we are emphasizing that it is essential that it be included in any plans moving forward.
- Installation of the Cougar lift concurrently with the gondola. For the continued functioning of JHSC, the repositioned Cougar lift must be installed at the same time that the gondola goes in. This would be the most cost-efficient way to do it, and in our discussions with Snow King, they have agreed to this approach.
- Relocation of the Pump House with added capacity. Additional access to water up to 3,000 gallons/minute (a 500% increase in water flow to the snowmaking guns) will help Snow King and JHSC maximize the potential of the new snowmaking infrastructure and improve early season operations...a benefit to JHSC athletes and families and the entire local economy. Limited water capacity is one of the factors that caused hurdles in the success of the Building our Base Campaign, and efforts to have early season race training in November.
- Removal of the Summit lift and relocating the pump house. This will dramatically improve the flow and function of the base area for training, racing, and public use.
- Improved lighting from top to bottom. Along with the new gondola, this will dramatically improve the skiing experience for local kids who train after school, along with all user groups. This is an important safety consideration for our athletes in addition to a fantastic upgrade to the quality of the training venue.

Sent from my iPhone

A.J. Sanders
P.O. Box 484
Jackson Wyoming 83001

307-413-4692

From: [Tess Wood](#)
To: [Town Council](#)
Subject: Support for Snow King's Master Plan
Date: Monday, July 06, 2020 8:27:14 PM

Hello Council Members--

I am writing to express my full and enthusiastic support of Snow King's Master Plan. The ski area, and most specifically the JHSC, has made one of the largest and most positive impacts on my life as a Jackson Hole resident. I moved to the area fresh out of Harvard in 2010 and the first job I was able to secure was coaching for the alpine team; through the community there I was introduced to Margarita Cup, the Town Downhill, and the PPP and from participation in those events enjoyed an even broader group of friends and (friendly!) competitors.

I want to let you know how extremely vital the relocation and (uninterrupted) continuation of the Cougar Lift would be for the operation of the racing program. Its geography is essential to the training of all disciplines and at all times of the season. It would behoove Snow King as a whole, too; at times of peak riders, numbers on the proposed gondola can be mitigated by racers using their most efficient lift, Cougar. For races (when lift access needs to begin as early as 6:30 AM), pre-season training in October and November, and night training JHSC can utilize one single lift without taxing Snow King's infrastructure with the inefficient demand on gondola.

In your decisions please keep in mind the implications for the JHSC in Snow King's improvements. Building a more profitable, sustainable, and enjoyable Snow King Resort **must not** overlook the value and significance of this program. The JHSC has been a crucial part of the area's inception and history; it remains a powerful presence today, and so should be formative in Snow King's successful future.

Thank you so much for your time -reading this email and as diligent council member!

Be well and be safe,
-Tess Wood (JHSC coach 2010-2018)

From: [John Clegg](#)
To: [Town Council](#)
Subject: 07-06-2020 Snow King Discussion - Comment
Date: Friday, July 03, 2020 10:41:00 AM

Council,

I've been hiking trails on the face of and surrounding Snow King for fifteen years. It's my go-to place for exercise and clearing my head after a day's work, and I consider Snow King one of the jewels of Jackson.

I understand my fellow citizens' concern over expanding The King's footprint and installing more tourist-focused activities and infrastructure. I personally won't ride the zip line if they build it. Nor do I have the desire to ski easier terrain on the backside. And who wouldn't prefer to hear birds chirping over the sound of humans recreating? Or hike through forested hillside with no one else around?

But Snow King is not Alaska Basin. It's the anchor at the foot of Town. It can be seen from most places in Town, provides spectacular views of Town and can easily be reached within minutes from anywhere in Town. As I hike The King's switchbacks I often follow with my ears the sound of a truck or motorcycle or car as it makes its way from Dairy Queen toward Albertsons. Or I hear construction. Or the rodeo. Or the Fair. Or, with much appreciation, I hear sirens as EMTs, fire personnel or law enforcement move about Town. Or I hear the helicopter, which I hope will always be there for me, coming into or leaving the hospital. My point is, the Town of Jackson is a town. It's vibrant. It's alive. It's residential. It's commercial. And Snow King is part of that town.

A viable town hill benefits us through tourist dollars but more importantly through its ability to support our community – our after school programs, our world class ski club and my ability to walk out the door and ski. Full disclosure – I've been paid in the past to write software for Snow King. But through my work I've been able to visit many resort towns and see the difference a successful town hill makes to the quality of residents' lives. Sure, I'd like to hike Ferrins completely lost in my thoughts without distraction. But that doesn't happen now, if it ever did. I step aside for bikers, nod hello to folks I think I knew a decade ago and catch up with friends also out for a quick bit of exercise.

If we let Snow King do what it needs to be successful we, and more importantly our children, will be repaid with the activities, programs and access that make our town special.

Thank for for considering my comments.

John Clegg
Jackson, WY



July 3, 2020

Mayor Muldoon and Jackson Town Council
Sent via email: council@jacksonwy.gov

RE: Snow King Master Plan

Dear Mayor Muldoon and Town Councilors:

We, the members of the Board of Directors for Coombs Outdoors, urge you to vote in support of the construction of the gondola and removal of the Summit Lift, relocation of the Cougar Lift, improvement of snowmaking and lighting, and addition of a zip-line paralleling the Rafferty lift. These are critical aspects of the Snow King Resort District Master Plan that will improve the quality of skiing at Snow King and will help the mountain achieve financial viability. There are a number of different components to this project, but they must be viewed as parts of the whole, and the loss of any one could cause the entire project to fail. We cannot afford for Snow King to fail.

Skiing at Snow King is a fundamental part of the Coombs “learn to ski” program, which is foundational to our mission to empower children and youth to reach their full potential through the life-changing power of outdoor recreation. Last winter, 200 kids skied at Snow King through the Coombs program. Without the support and commitment of Snow King, and its long-term viability, this would not be possible.

We give our full-throated support to approval of all aspects of the Snow King Resort District Master Plan as approved by Town Council.

Sincerely,

Coombs Outdoors Board of Directors:

Bill Maloney, co-Chair
Philip Winder, co-Chair
Mark Snell, Treasurer
Maggie Gibson, Secretary
Beatrix Chavez
Tim Flanagan
Frank Forelle
Laurie Hunter
Katherine Michiels
Sam Rendall
Andy Salter
James Wilcox



July 3, 2020
Jackson Town Council



RE: Snow King zip line, gondola, and pump house Conditional Use Permits

Dear Mayor Muldoon and Councilors,

We want Snow King to succeed as our Town Hill, not an amusement park. We believe the investors' proposals for late-night operations at the base and summit as well as a web of zip lines all over the Town Hill are *much worse than you realized* when you approved the Base Area Master Plan. We hope you will deny the harmful aspects of these proposals.

We respectfully disagree with the staff report assessment that you can make all the 'findings' to support these projects. In this letter, we explain why.

At a high level, decisions about operating hours, zip lines, and water pipes may seem small, but they include key issues that have fallen through the cracks of different jurisdictions. 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, lynx, wolves – and local recreationists. These CUP discussions aren't just about small design adjustments; *these discussions are about if these uses should be allowed at all, and if so, under what conditions.*

Gondola CUP: findings

The Forest Service will decide what may be built on Forest lands, but the decisions the Town makes about the gondola will determine the *magnitude* of many impacts. We believe that the following findings cannot / should not be made:

1. *Compatibility with desired future character* → *Common Value 1: Ecosystem Stewardship* – **does not comply.**
4. *Minimizes adverse environmental impact* – **does not comply.**

Staff notes that “The applicant has submitted relevant excerpts from the Draft EIS report which has thoroughly vetted the environmental impacts of the proposal.” Half of this statement is accurate. The applicant *did* submit excerpts from the Forest Service (FS) Draft Environmental Impact Statement (EIS). However, **the FS absolutely did not thoroughly vet the environmental impacts of the proposal.** Instead, as we [thoroughly documented in our response](#) to the Draft EIS – and as hundreds of locals, approximately 2/3 of commenters, wrote in – the FS utterly failed in their job of analyzing and mitigating environmental impacts. According to an email from the applicant obtained through FOIA, the FS colluded with the applicant to bias the whole

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EIS process. And the FS ignored crucial winter range for mule deer and elk in Leeks Canyon, northern goshawk territory in the proposed expansion into Cache Creek, and lynx habitat where the applicant wants to put a yurt camp.

The gondola project includes more lighting (even if it is more efficient) and will exponentially increase human activity on the summit late into the night, displacing wildlife that are sensitive to lighting or increased human activity, even with the proposed operating plan. This is clearly not good Ecosystem Stewardship.

We ask town council to protect and preserve the area's ecosystem. Allowing events and weddings until 1am in a massive 25,000 sf+ complex on the summit ridge overlooking Leeks Canyon is clearly harmful to wildlife and our ecosystem.

*5. Minimizes adverse impact from nuisances – **does not comply***

Hours: The gondola, if allowed to function past 10pm, will make all town residents a captive audience of any weddings or events held at the top, not to mention the associated lighting, noise, and traffic. We are shocked that Snow King would even propose a downtown bar experience on top of our Town Hill. *Please do not allow the gondola to service special events (weddings? private parties? fundraisers? corporate retreats? exclusive group tours?) until 1am.* This proposal is outrageous and should be rejected out of hand.

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). Additionally, loud amusements in the base area should have 8pm summer closing times.*

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. 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. Please remember our clear goal of being a community first, not just a resort. *Please deny adding more noise sources to the existing base area impacts, and please require strict 6pm winter / 9pm summer closing times for existing base area amusements. Group events 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?).*

*6. Impact on public facilities – **does not comply***

The gondola will create the need for tour bus parking, interrupt the flow and use of Phil Baux Park (as written by the Parks and Recreation Board), and it will provide lift service to bikes that will then flood public trails.

Zipline CUP: findings

Zip lines are among the most controversial of Snow King's "improvements"; they are high-risk even within the US, as described by *Outside*; they make our Town Hill worse; and they don't align with the Comprehensive Plan's goals of retaining Western character or being a community first, resort second. We believe the following findings cannot / should not be made:

*3. Visual impacts (minimize) – **does not comply.***

We respectfully disagree with the staff assessment that because the zip line would be near other amusements, it would not have a visual impact. In fact, a zip line – part of a top-to-bottom network of zip lines – would indeed have an impact on the historic look of our Town Hill. Zip lines will be a noticeable shift away from our vaunted "Last of the Old West" character.

*5. Minimizes adverse impact from nuisances – **does not comply***

Noise: The zip line, although located next to other undesirable amusements, will only intensify an existing, and largely unaddressed, problem. A "code of conduct," oiled cables, and even a stringent operating plan will do little to reduce the number of shrieking riders – and if it is Snow King's prime revenue source, we expect it will have nonstop use.

Danger: Zip lines are high-risk. As recently described by *Outside* magazine, as zip lines become more popular, injuries and deaths become more prevalent. 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.ⁱ¹ 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.

Locally, a family sued Grand Targhee after a middle school child fell from a zip line during a field trip.ⁱⁱ Snow King has also had some very close calls, including failing safety harnesses on the roller coaster,ⁱⁱⁱ and opening the mountain on a dangerous day that led to an inbounds slide that endangered 200 children.^{iv} Given this questionable safety record, the Town should absolutely forbid any *additional* unnecessary risky amusement rides.

*7. Other relevant standards / Town LDRs – **does not comply***

Town LDRs regarding Planned Resorts state that resorts should "encourage recreational activities that rely on indigenous natural attributes of the area, contribute to the

¹ Borrell, Brendan. (2017, Feb. 28). "Just how dangerous are zip lines?" *Outside*. <https://www.outsideonline.com/2159481/just-how-dangerous-are-ziplines>.

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 economic). Zip lines do not rely on natural attributes: they can operate at Vegas and Disneyland just as well as 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."

Pump house CUP: findings

*4. Minimizes adverse environmental impact – **does not comply.***

Both the development and operation of the pump house should be analyzed. The pump house operation (snowmaking) will enable 150% more snow coverage, yet there is no analysis of the environmental impact of the source of the water or the consequences of snowmelt into a drier and southern-facing drainage. We do not agree with the applicant's logic that because the "town has identified no impending water shortage" that there is no problem with a massive increase in drinkable water use.

According to the letter from Nelson Engineering, most snowmaking occurs at night, when the noise and associated lighting will be most noticeable, to people and wildlife.

*6. Impact on public facilities – **does not comply***

What is proposed and conditioned unnecessarily burdens public facilities. The operation of the pump house will require millions of gallons of drinkable water, sourced from our aquifer and pumped through town pipes, perhaps requiring the replacement of town infrastructure. We'd like to see more of the math behind estimated water consumption – our back-of-the-envelope math indicates that a 150% increase in snowmaking coverage would necessitate around 302.5 million gallons, not 161 million gallons. This water is finite, and the energy required to pump it is expensive. Why are we not having an honest conversation about the public and environmental costs of increased drinking water use, especially when some county residents don't have clean drinking water in their homes? *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.*

Leases: Please negotiate fair leases (length and rate) for our public land

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Timing: 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. The applicant claims that the lease length is comparable to other leases the town holds, but the only comparable lease we could find was the lease for the fairgrounds, at 24 years. Leases on forest land range anywhere from 20 to 40 years, with longer terms to balance out capital investments. But Snow King isn't starting from scratch; it already has local, dedicated users as well as a nearly endless supply of new customers thanks to our tourist economy (and despite fears of COVID-19). *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.*

Amounts: Snow King wants to operate as a for-profit business extracting maximum revenue – charging the Town high rates for using communication towers on the hills and taking away the free access locals had to hike and skin up the hill for over 80 years. Recreation research shows that even small changes in fees can change who uses a site – radically remaking a place Zahan Billimoria described as the most democratic place in Jackson. At the same time, Snow King wants below-market rates. They can't have it both ways. *Snow King's town land lease rates should be based on a percent of its gross revenue (whole resort, not just gondola tickets) – just like its lease with the Forest Service. These rates should either be market rate (***much*** higher than we've ever seen) or come with free access for locals and Town facilities.*

Please reject the permits for the zip line, gondola and pump house based on the issues identified above; and please require fair leases for town land.

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. 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 even during a public health crisis. 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

Protecting the wildlife, wild places, and community character of Jackson Hole.

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ⁱ Borrell, Brendan. (2017, Feb. 28). “Just how dangerous are zip lines?” *Outside*. www.outsideonline.com/2159481/just-how-dangerous-are-ziplines. See also “Zip line popularity leads to more injuries,” CBS News (2015, Oct. 5). www.cbsnews.com/news/zip-line-popularity-more-injuries/#:~:text=The%20annual%20injury%20rate%20for,common%20in%20children%20and%20teens.

ⁱⁱ 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.

ⁱⁱⁱ 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.

^{iv} 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.

^v Hallberg, Tom. (2020, June 10). “Hoback water stakeholders recommend forming special district.” *Jackson Hole News & Guide*. https://www.jhnewsandguide.com/news/health/hoback-water-stakeholders-recommend-forming-special-district/article_be107eb5-9544-587f-9745-91743314aa73.html.

From: [Linore Wallace](#)
To: [Town Council](#)
Subject: Snow King CUP
Date: Friday, July 03, 2020 9:46:29 AM

Dear Mayor, Muldoon Vice Mayor Morton-Levinson and Councilmen Stanford, Jorgensen and Schechter:

In regards to your decision regarding approval of a CUP for Snow King, I ask that you do not allow for the operation of the proposed Gondola past 9pm at anytime during the year without a Special Events permit and limited to a few times a year. Without that restriction, and with a restaurant/bar operation at the summit, it is likely they will want to operate as any other restaurant or bar and extend their hours of operation to 2am. Currently, special events that take place at Phil Baux Park are strictly limited to 10pm. Since the Gondola is located on part of Phil Baux Park, it should have to conform to those restrictions already in place.

In addition to restricting the hours of operation of the gondola, the Town should also restrict the operation of lights on the hillside. The light pollution created on the mountain past the time of the gondola operations is detrimental to wildlife, unsightly and is not in the best interest of those who support dark skies for stargazing. It's more of an advertisement for Snow King; like a huge neon sign.

I also support your decision in December 2019 regarding no zip lines and ask that you stick with that decision.

Thank you for all of your hard work in keeping our community safe and maintaining the best interest of our town in the forefront of big business.

Linore Wallace
450 S Willow Street
Jackson, WY 83001
307-733-2768

From: noreply@civicplus.com
To: [Town Council](#)
Subject: Franz Camenzind Online Form Submittal: Email the Town Council
Date: Sunday, July 05, 2020 10:10:21 PM

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=2081>

The following form was submitted via your website: Email the Town Council

Subject:: Snow King

Email Content:: Mr. Mayor, Counselors, July 5, 2020

First, thank you all for your leadership during these challenging times. You have been thoughtful and deliberative leaders, making tough decisions which in my humble opinion have been “spot on!” Thank you. You are doing what governments are commanded to do: protect its constituents.

Regarding the Snow King proposals before you- I hope you can find a way to deny certain elements of the proposal. First off, I find it repulsive to see what the resort is asking for as “improvements.” In no way are their requests improvements to anything other than their “bottom line.”

We are a community with its foundation deeply established in conservation of place- in preserving an authentic way of life that works with the land, not by molding the land to the current fads of entertainment, recreation or the gains for private interests. As surely as anyone has a right to ask for permission to do this or that, so too does the community have the right to deny.

We- this community has no obligation to provide a private entity anything but an opportunity to develop and succeed- an opportunity bounded by the community’s expressed wishes and values. In this case, these wishes have been expressed for decades: we are first, a community, and second a resort.

We do not need a zip line to enhance the recreational opportunities of a landscape that naturally offers unparalleled opportunities for recreating one’s soul. We do not need a gondola with excessive long, operating hours bringing folks to the edge of the vital backcountry to have a hamburger and drink. And we do not need to develop more public land for the benefit of one businessman.

Although your decision is only applicable to the land within the Town’s jurisdiction, all these decisions are intertwined. What one you decide will directly influence what the Bridger –Teton Forest does.

I ask you to bargain here so that the south side of Snow King’s lease will never be developed. You may want “facts,” “data,” etc. to support your decision. I could argue why the south side of the mountain should remain

unadulterated with human contrivances (I have expressed this in my comments to the Bridger-Teton National Forest), but in the end, it comes down to values: who are we as a community; what is our responsibility to the people of this nation, not just today, but into the future?

We are on the front line of influencing how these public lands will look in the future. Will we yield to the impulses of the moment, or will we decide based on values, on a history of conservation that has served our community very well? Will we forge forward to a future of a constructed, synthetic community, one that is the exact opposite of what has brought us here today? Or will be old Jackson Hole true?

The Muries, the Craigheads did not always have the data and the facts to weld their arguments for the conservation decision that eventually established this valley as a crucible for conservation. They fought for their visions based on values as much as any other thing. Values based in the protection of the land we are blessed to call home, for the conservation of our wildlife, all of which has supported this community for a century- and made us unique in the business. We are this land's stewards; will we defile it with contraptions, or will we protect?

Please, do not let industrial recreation become the signature of Jackson Hole. Please, do not allow the desires of one to change the landscape and image of this community forever.

Thank you for your dedication to keeping this valley wonderfully natural,

Franz Camenzind

Jackson

Your Name:: Franz Camenzind

Your Company Name::

Your Phone Number:: 733 6806

Your Email Address:: fcamenzi@wyoming.com

Your City:: Jackson

Your State:: WY

Your Zip Code:: 83001

Additional Information:

Form submitted on: 7/5/2020 10:10:29 PM

Submitted from IP Address: 184.167.23.213

Referrer Page: <https://www.jacksonwy.gov/256/Mayor-Town-Council>

Form Address: <http://www.jacksonwy.gov/Forms.aspx?FID=190>

From: mike.frontier-landscape.com
To: [Town Council](#)
Subject: Snowking expansion
Date: Sunday, July 05, 2020 4:52:35 PM

I just want to write in favor of the expansion at Snowking Mountain. Our little town needs a ski hill that has safe updated lifts and summer services. With the crazy crowds now overtaking Teton Village Snowking has become a great alternative for locals to enjoy. They have always supported the Jackson Hole ski club and the kids and families that call Snowking home. Please help that to continue.

Thank you

Erin Flynn

From: [Judd Grossman](#)
To: [Town Council](#)
Subject: Item P19-242: Conditional Use Permit for Snow King Gondola, Zip Line, and Snow Making Pump House
Date: Sunday, July 05, 2020 8:02:51 PM

Dear Mayor and Town Council,

I do not support the expansion being proposed for Snow King Mountain Resort.

I oppose the massive trojan horse increase of summer commercial activity that is masquerading as "saving the town ski hill". I oppose clear-cutting for new roads and ski runs that will scar the hillside and impinge upon wildlife.

Regarding Item P19-242 specifically, I am very concerned that the additional lighting being proposed, and the noise of increased snow making and screaming zip line riders will dramatically increase the already sizable off-mountain impacts of the resort. Light and noise pollution have very real negative impacts on the peace and quiet of our town's residential neighborhoods.

Best Regards,
Judd Grossman

--

Judd Grossman

cell: [307-690-4935](tel:307-690-4935)

email: jg@juddgrossman.com

mail: P.O. Box 3222, Jackson, WY 83001

ship: 50 Rancher St., Jackson, WY 83001

From: [Lori Iverson](#)
To: [Town Council](#)
Subject: opposition to proposed zip line
Date: Sunday, July 05, 2020 9:43:03 AM

Dear Mayor and Town Council Members,

I wrote a letter earlier this year regarding opposition to a zip line on Snow King, and though it may not be necessary to restate all my thoughts from before, I do want to remind you of the noise that is already generated from the development there and the likelihood it will only increase with the installation of a zip line.

There are community related problems we all know of that can make dense downtown living challenging: barking dogs, off leash pets, and inadequate, congested parking to name a few. But there are other issues that get less consideration, and noise pollution is one of them.

In the 15 years I've lived in my East Jackson affordable home, the issue of noise and loud disruptions continues to rise. Notably, the Snow King area is often the source of the problem. The Jackson Hole Live concerts common throughout the summer are loud, so much so that I've felt vibrations in my living room couch as the bass booms on through the evening. I've been regularly woken up as revelers walk home from concerts and other downtown events long after the event has ended, listening to their shouting -- and often cursing -- as they make their way home. I've left the Jackson area for the day several times during snowmobile events in order to get a break from the drone of engines that never lets up all weekend long. I've also laid in bed winter night after night listening to Snow King's snowmaking equipment running through the wee hours of the morning. And here I sit today in my little backyard on a sunny holiday weekend, once again listening to the constant screams that have now become a part of summer living as people scramble through Snow King's adventure course and ride down the roller coaster. Day after day, evening after evening, all season long, their laughter, screams, and shouts float throughout the neighborhood. As a county commissioner once described when we talked about the constant commotion associated with the adventure course and roller coaster, the noise impact was an "unintended consequence." So please understand my concern that we're adding another activity that will have a big impact on the landscape when it comes to the topic of noise -- more screaming, more shouting, relentlessly and incessantly. Rather than letting it be an unintended consequence, let's make sure it's in the forefront of our planning and a key consideration.

While we'd all like to have our cake and eat it too, trying to mix critical workforce housing with an expanded amusement park just doesn't work. As I explained in my previous letter, my little affordable housing development has collectively housed up to four wildland fire personnel, a Search & Rescue coordinator, a federal law enforcement officer, a supervisory dispatcher, and an ER nurse. Our work is

stressful, our hours can be varied and long, and our successful and safe work performance is dependent upon at least an occasional respite. Please take this into consideration, too, when considering a proposed gondola that might remain operational until 2:00 a.m.! The higher the elevation, the further the noise carries.

Your commitment to our housing crisis goes beyond just approving new developments. It includes providing an environment that takes into consideration the needs of individuals who work hard to keep our community running.

Thank you for your consideration in this matter.

Most sincerely,
Lori Iverson

(307) 699-4747
lori.iverson13770@gmail.com

From: [nancy leon](#)
To: [Town Council](#)
Subject: Support for Snow King's Master Plan
Date: Sunday, July 05, 2020 4:15:47 PM

Dear Jackson Town Council,

I serve on the Jackson Hole Ski & Snowboard Club (JHSC) Board of Directors, and would like to add a vote of support for the proposed Snow King Master Plan.

The JHSC currently serves 400-500 student -athletes from our local community , and depends on the operations and facilities at Snow King to successfully provide our programs .

While there are a number of different components to the proposed Snow King project, it is important to recognize that collectively they constitute a package deal, and need to be included for the new Plan to succeed as a whole.

Of special importance to the JHSC youth and community programs are:

- Relocation and continued operation of the Cougar lift.
- Installation of the Cougar lift concurrently with the gondola.
- Improved lighting from top to bottom. Along with the new gondola, this will dramatically improve the skiing experience for local kids who train after school, along with all user groups. This is an important safety consideration for our athletes in addition to a fantastic upgrade to the quality of the training venue.
- Relocation of the Pump House will add snowmaking capacity.

Beyond JHSC, Snow King and its proposed enhancements are a key in-town center of year-round recreation for our community, youth, and visitors. It's time to allow for sustainable development, that is also attentive to the environment.

I believe that approving Snow King's proposed improvements will bring a great deal of value for all for our community.

Thank you for your consideration and support.

Sincerely,
Nancy Leon
Wilson WY

From: [Whitney Ballard](#)
To: [Town Council](#)
Subject: Snow King
Date: Monday, July 06, 2020 11:25:13 AM

Dear Mayor and Council-

I am writing to voice my concerns regarding Snow King's future development plans. First of all, it's incredibly difficult to support new plans when other promises haven't been fulfilled, and there has been no compliance to their current operating agreement. What has been done about noise mitigation in the past 5 years since the coaster has been open? Nothing! Not a tree planted, and no attempts to confine their impacts. Municipal Code enforcers and the Planning Department don't even seem to know how to address this.

A row of trees/bushes might reduce the noise by 10%, but it cannot block the constant shrieks and screams, it would take a significant amount of berms on the eastern boundary. This can be done easily by relocating their service road(annoying/dangerous/dustprone ATV and machinery route), and reclaiming valuable ski terrain. The Alpine Slide is perhaps the most annoying, and resembles an echoing jackhammer. It should be decommissioned ASAP, or the least they could do is backfill underneath it or replace with cement sections. If a compliance check was performed by town, I am positive that the decibel level would be far beyond an acceptable limit.

My biggest concern has been and will always be the operating hours. Closing after 9pm(or even after 7pm) is a slap in the face to anybody within earshot of the coaster etc, which is incredibly unnerving and intrusive. There is no escaping it without leaving my home(closing doors and windows still doesn't silence it). It shows management doesn't care about the surrounding neighborhoods, or even the wildlife that has also learned to stay away during their operating hours. The thought of a code of conduct is laughable, how is that going to be enforced? Is management going to be out there enforcing rules? Doubtful any Snow King employee gets paid enough to uphold any type of conduct. There has never been an attempt to help mitigate noise, and Snow King should be required to improve the situation before asking for even more. Do not fall for their "quid pro quo", instead give them one instead. Right now, it sounds as if they will never address the issue unless they get an annoying zipline, and I do not trust them to properly screen the noise anyway. Perhaps I would be amenable to supporting these operations in the future if they could vastly improve the noise situation in the next year, and limit their hours. Make them prove it first!

Please vote "no" to the zipline instead of making things much worse. Close it down by 7, like every other resort does. Enough is enough, and I just want to have a couple hours of evening daylight without having the most annoying screams constantly detracting from my quality of life.

I look forward to Town Council and Snow King finally acknowledging that this is unacceptable, and instead encouraging people to go enjoy a quiet sunset on our Town Hill and most accessible public lands. If this is approved without strong terms and conditions, then the community benefit of living in town will likely be gone forever.

Thank you-

Whitney Ballard

Sent from my iPhone

From: [Eve Barnett](#)
To: [Town Council](#)
Subject: Snow King Plans
Date: Monday, July 06, 2020 3:43:15 PM

Dear Town Council,

I am writing to express my concerns about the proposed Conditional Use Permits for Snow King. I still oppose the idea of putting in a zipline on Snow King regardless if it is near the Rafferty Lift or near Phil Beaux Park. As a resident of East Jackson, the sounds of the Alpine Slide and other current amenities can already be heard all summer with lots of screams and I expect this would only intensify with a zipline. I also feel it will give our town an amusement park feel that detracts from the overall experience of why many visitors come here.

While I am not against Snow King adding a gondola (within their current boundaries and not on town park space), I don't feel that having it run until 2am is appropriate. The lights from night skiing already create a ton of light pollution in Jackson, and I can only imagine what access to a bar at the top of a ski hill will add as far as injuries and noise pollution that will not only affect residents but wildlife habitat. I don't see this being used by stargazers but more as an option for Snow King to offer late night wedding receptions and other events. I feel that gondola hours should never go past 9pm.

I hope you will consider these comments in our decision.

Best Regards,

Eve Barnett

From: [Pat Butts Pat Butts](#)
To: [Town Council](#)
Subject: Snow King Conditional Use Permit
Date: Monday, July 06, 2020 11:26:04 AM

July 6, 2020
Jackson Town Council:

Re: **Item P19-242:** Conditional Use Permit for Snow King Gondola, Zip Line, and Snow Making Pump House

I moved to Jackson many years ago and taught at the old Jackson-Wilson High School—the building which was replaced by the Center for the Arts. My classroom windows looked out over Snow King Mountain. I thought I was in paradise. School let out every day around 2pm, leaving us two hours to enjoy skiing on the local hill. Jackson was truly the last of the Old West with open spaces, beautiful natural environment, and great concern for maintaining the quality of life so many of us moved here to enjoy.

Now Jackson is being overrun with commercialism. I am writing to ask you to take a careful look at Snow King's request for a conditional use permit and to heed the concerns presented by the Jackson Hole Conservation Alliance in their July 3rd letter. Mechanical upgrades, especially unsafe zip lines, and incompatible operating hours that do not comply with long held and published community values, must not be allowed. We are not enhancing the visitor experience with these upgrades; we are shooting ourselves in the foot as a community.

Why should visitors come here for an experience they can get in Disneyland? Visitors come here to enjoy our natural environment. Please say NO to Snow King's requested conditional use permits. Hold the line in maintaining a livable community for all of us.

Respectfully,
Pat Butts
Teton County Resident since 1968

From: [Ashley Cassat](#)
To: [Town Council](#)
Subject: Snow King CUP
Date: Monday, July 06, 2020 2:13:16 PM

Dear Town Council,

I know you will be discussing the Snow King CUP at tonight's meeting. I am extremely concerned about the noise and safety at Snow King with the proposed changes. Please be mindful that Snow King is a place for us locals to enjoy hiking and skiing and we do not need additional noise and safety concerns.

Thank you,
Ashley Cassat

From: [Geneva Chong](#)
To: [Town Council](#)
Subject: Snow King CUPs comments
Date: Monday, July 06, 2020 12:28:50 PM
Attachments: [SnowKingCUPs-6July2020-Chong.pdf](#)

Dear Mayor Muldoon and Council;

Please find my comments attached. Please consider my request that this application is not ready for your vote because the impacts to Town public lands - especially Phil Baux Park, have not been adequately addressed such as with Parks and Rec staff in conjunction with Planning staff, let alone their volunteer advisory boards.

Thank you for your tremendous work for our community.

Geneva Chong
307-699-0330

July 6, 2020

Dear Mayor Muldoon and Town Councilors;

Thank you for taking public comment regarding the Snow King Conditional Use Permits (CUPs) application for the gondola, zip lines and pump house. I am providing comment as a town resident, a Jackson Hole Ski Club (JHSC) parent, a previous member of the Town Planning Commission and Board of Adjustment, a member of the Snow King Stakeholder Advisory Team – including the sub-team that discussed the Phil Baux gateway to Snow King Mountain, and a current member of the Parks and Rec Board. Fundamentally, now is the time to codify the community benefit of skiing, on which the JHSC is dependent, AND to codify the continued community benefit of Phil Baux Park that a private developer has NO right to negatively impact as an expectation of their approved master plan. As currently presented, all findings cannot be made regarding negative impacts to Town public lands because of direct and indirect impacts to Phil Baux Park. The CUPs approval process is critical and needs to be respected. I have two lines of comment. The first is regarding lease agreements and the second is regarding process.

Lease agreements:

The previous Master Plan outlined the community benefit to be gained from providing private development rights via resort zoning in the heart of our town: skiing on the Town Hill with operations subsidized by the private development through an organization called the Snow King Resort Master Association (SKRMA). The current Master Plan still contains language regarding the community benefit of skiing, but there is no specified way for private development to support the community benefit of skiing. As currently defined SKRMA funds are for use at the will of the private owners, such as by a traditional homeowners' association. Therefore, to support the community benefit of skiing, please ensure that any lease agreements the Town enters are water-tight to fund the community benefit of skiing at least at current levels of operation. Ideally, this includes a base lease fee, a portion of all activity ticket sales and a recreation fee on lodging. These funds would go into an account dedicated to winter skiing operations regardless of Snow King Mountain ownership (e.g., would convey with any sale of the mountain).

CUPs planning and approval process:

Please, at a minimum, direct Town Planning staff and Parks and Recreation staff to consult regarding the CUPs application specifically related to direct impacts on Phil Baux Park and indirect impacts on town public lands along Snow King Ave. including Phil Baux Park, parking, the Event Center, bathrooms and other facilities and report back to you BEFORE you vote. There are many reasons why this is critically important, but I believe what is most important is that the process, to date, is fundamentally flawed. There has been no open discussion between the applicants and Planning and Parks and Rec staff despite the direct and indirect impacts of landing a gondola on Town public land in Phil Baux Park (not to mention all the other impacts). Further, the volunteer Parks and Rec Board CUPs comments to the Planning Commission were summarily dismissed – likely because we were forced to comment as any other individual member of the public – a letter to the Planning Commission after the staff CUPS report was out, mere days before the first meeting. We scrambled to hold a special meeting to craft detailed comments to have submitted before the Planning Commission's second meeting. At no time during the Snow King Stakeholder process (started January 2018) through now has there been a presentation or

discussion between Parks and Rec staff, Planning staff, the applicants or the volunteer Parks and Rec and Planning Commission boards. This is a travesty.

The lease agreements and the CUPs planning and approval process intersect in the focused example presented by the Cougar Lift. After the CUPs staff report for the Planning Commission was prepared, the applicant decided to keep Cougar Lift with a proposed relocation uphill (to the south) to still allow the gondola base to be constructed in Phil Baux Park just west of the current Cougar Lift base. Keeping the Cougar Lift is a huge positive outcome for the community benefits of skiing and the success of the JHSC when combined with operating hours, snowmaking and lights at least in their current level of service. Please keep this in sharp focus as lease agreements are crafted and as the structure and function of Town public lands, including Phil Baux Park, are impacted by ski area operations. It is not too late to connect Planning and Parks and Rec staff, at least, and, ideally the volunteer Planning and Parks and Rec boards and the applicants to delight in the details to ensure the Town Hill and our community's heritage of skiing and ski racing thrive into the future. Please.

Thank you for considering my comments and please contact me any time with questions.

Geneva Chong

307-699-0330

Geneva.chong@gmail.com

East Jackson

From: [Bailey Collins](#)
To: [Town Council](#)
Subject: Opposing Snow King zip line
Date: Monday, July 06, 2020 2:00:37 PM

Hello,

My name is Bailey Collins and I am emailing to oppose the development of a zip line on Snow King mountain. I think this development would be harmful to the local community and to the nearby wildlife. Turning Snow King into more of an amusement park takes away from the authenticity that the local community loves about the town ski hill. The zip line would affect appearance of the hill and add noise pollution that could disrupt nearby citizens. The addition of a zip line would also affect the wildlife and the land by disrupting more of the natural ecosystem during the construction process. The added noise pollution and potential habitat fragmentation would negatively impact wildlife. I urge you to oppose the development of a zip line on Snow King mountain. Thank you for your time and consideration.

--

Bailey Collins
Project Manager
Yellowstone-Teton Clean Cities
www.ytcleancities.org
bailey@ytcleancities.org
307.699.5895

July 6, 2020

Jackson Town Council

RE: CUPs: Gondola, Zip Line, Pump House

Dear Mayor Muldoon, Councilors Jim Stanford, Hailey Morton Levinson, Arne Jorgensen and Jonathan Schechter:

Thank you for your work on controlling COVID, and we appreciate the mask requirements in Jackson.

Thanks for opening consideration of Snow King CUPs for public comment. A virtual meeting is a challenging and less than satisfactory way to hold public meetings. The realities of the public's ability to attend a virtual meeting, however well intended, during the COVID crisis are extremely difficult.

All decisions which the Council makes should be grounded in "community first" to maintain community character and community benefits. (Another major longstanding community goal is to protect wildlife which is increasingly difficult to accomplish.)

Decisions the Council makes on the private land zip line, are just portion of the overall SK zip line development proposal. Instead of a single zip line, the staff report says SK has plans for "additional zip line connections...to be accessed via the proposed gondola." The decisions on both on private land and public land are far reaching, totally interconnected and forever.

The proposed zip line will have major noise impacts on the neighborhoods, which include yelling and screaming, combined with mechanical sounds of operation. Noise abatement in conjunction with the Cowboy Coaster has not been successful. Yelling and screaming does not have a "high degree of self-containment" as current LDRs and Comp Plan require. The staff report suggests visual screening should be "equal to Cowboy Coaster". There is no visual screening for the Cowboy Coaster. Visual impacts should be evaluated not only from adjacent property owners, but from town and the north. The historic and iconic view of Snow King, the Elk Refuge and Jackson enjoyed annually by the millions of visitors coming south from GTNP from the top of the hill above the Fish Hatchery has been damaged by Cowboy Coaster and will be further damaged by the zip line. This sensitive viewshed can also be seen from the Teton Wilderness area. The iconic landscape, valley, the Tetons, including GTNP and Bridger-Teton National Forests have been protected and influenced by visionaries like the Rockefellers, Steven Mather, Isaac Walton League, Muries and Craigheads to name just a few. The proposed zip line is inconsistent with the "enhancement" of the ski area.

Visitors in cars and busloads of tourists milling around the base will impede the local activity in Phil Baux Park; parking is a major issue; the connectivity of the east side of SK to the west side through Phil Baux Park, both summer and winter remains unsolved. The Parks and Recreation Board, an important voice for the public, made good recommendations about operating hours for both a zip line and a gondola. In fact, Parks and Rec raised many issues as it pertains to TOJ public lands at the base. Please incorporate their important input by restricting operating hours, 6 pm winter closure and 9 pm summer closure. Include a mechanism to enforce closures and noise abatement. To allow the gondola to operate until 1 or 2 am, which is SK's desire, is outrageous. One can only imagine the drunken parties which could be held. Access to the presumptive planetarium should be on a special use basis, as should a limited number of special events at the summit. Application for special events should be treated through the existing TOJ process. What if SK never builds the planetarium and the requested gondola hours are granted? There is still no bonding in place for any of the projects.

Other issues yet to be discussed in the SK development such as water use, as pointed out by some in public comments to council as well as FS DEIS comments. The proposed pump house to be approved as a CUP does not address the long-range water needs for snowmaking and increased base development use. Sewage disposal is another major consideration. Nor has there been a discussion of the increased power usage. Has there been a serious public discussion of climate change and the affects on water and certainly on the success of snowmaking particularly on the back/southside. The southside SK development proposal is not today's issue, but it is inherently connected to water and the pump house.

During the past several years, efforts to incorporate public comment into outcomes, of whatever is the current development crisis, are minimal resulting in skepticism about the public comment process. Reference the Stakeholder process when SK took the zipline off the table. The public is not privy to the behind the scenes conversations and never will be. However, when the community is resounding in its opposition to a zip line (singular) and zip lines (plural), we hope elected officials will not just listen politely (thank you), but actually base your decision on public comment, fact and clearly represent the public not a private for profit business.

Again, we appreciate your continued efforts on behalf of our community.

Thank you.

Patty and Frank Ewing

From: [Don Frank](#)
To: [pete muldoon](#); [Hailey Morton Levinson](#); [Jonathan Schechter](#); [Arne Jorgensen](#); [Jim Stanford](#); [Pete Muldoon](#)
Subject: Snow King H.R. 765 Ski Area Recreational Opportunity Act of 2011
Date: Monday, July 06, 2020 10:36:36 AM

TO: Mayor and Council,

FROM: Don Frank

Snow King Improvements, uses, expansion and governing law.

You will, once again, consider Snow King improvements this afternoon. I acknowledge the duration of these discussions.

You will hear sincere concerns about change, noise and culture.

You will hear concerns over proportional expansion.

It is evident that Snow King and community members of various viewpoints have participated and negotiated over long periods of time to find middle ground between those who would thwart reasonable improvements and those who would advocate for greater expressions.

Perspective regarding area acreage expansion:

Teton County land mass is 4,216 square miles or 2,698,240 acres. Proposed ski area expansion (+ or-) 78 acres? = .0028 % of Teton County land and water.

Keep in mind that every aspect of Snow King Ski experience is a man made manipulation of steep, wilderness terrain including adjacent residential uses.

All human colony uses have impacts on the natural world.

Humans have consistently manufactured artificial, lift serviced, gravity induced recreational downhill amusements for 75 years now.

Perspective on Ski Area Improvements:

Keep in mind that urban and conservation planners consistently identify the “front country” closer to population centers as the preferred and desirable place to develop interface between humans and habitat.

Such improvements limit travel and concentrate human activity adjacent to established human activity.

The opposite and very significant “development” being expressed into more remote “Back Country” characterized by back country skiing, mountain bike trail development, remote climbing, kayaking, snowmobile exploration, bicycle paving projects etcetera.

These popular activities (Yes I participate) are intrusions and disturbances into once pristine, remote, quiet wild lands yet we hear no such pitched, emotional backlash, do we?

Simply the Snow King Forest lease is the MOST appropriate location to serve the recreational desires of the **330 (+or-) million Americans to whom National Forest Lands** belong.

I'll spare you the percentage ratio of TOJ & Teton County population as a function of the entire citizenship of the United States of America.

Please be law abiding:

You will hear emotional and deeply held advocacy and reluctance. Please keep in mind that we are a country of laws and the way to change national recreational policy is through systematic requests to alter existing law.

I remind you that although “locals” live nearest to Forest Service leases “we” are not the directors of National Ski Area policy.

Please respect the will of the American people as it is expressed in the law of the land.

Please refresh your understanding of the **2011 Congressional Act H.R. 765 This Act may be cited as the Ski Area Recreational Opportunity Enhancement Act of 2011.**

Please be diligent in recognizing that the Forest service lease is governed by this act which identifies “inclusions” and “exclusions”. These are specific and legally authorized uses and constraints.

(3)

Inclusions

Activities and facilities that may, in appropriate circumstances, be authorized under paragraph (1) include—

(A)

zip lines;

(B)

mountain bike terrain parks and trails;

(C)

frisbee golf courses; and

(D)

ropes courses.

(4)

Exclusions

Activities and facilities that are prohibited under paragraph (1) include—

(A)

tennis courts;

(B)

water slides and water parks;

(C)

swimming pools;

(D)

golf courses; and

(E)

amusement parks.

(5)

Limitation

The Secretary may not authorize any activity or facility under paragraph (1) if the Secretary determines that the authorization of the activity or facility would result in the primary recreational purpose of the ski area permit to be a purpose other than skiing and other snow-sports.

(6)

Boundary determination

In determining the acreage encompassed by a ski area permit under subsection (b)(3), the Secretary shall not consider the acreage necessary for activities and facilities authorized under paragraph (1).

(7)

Effect on existing authorized activities and facilities

Nothing in this subsection affects any activity or facility authorized by a ski area permit in effect on the date of enactment of this subsection during the term of the permit.

[Summary](#)

[Details](#)

[Text](#)

[Study Guide](#)

The text of the bill below is as of **Oct 19, 2011** (Passed Congress).

You are reading a bill enacted 3,164 days ago. In the intervening time subsequent legislation may have amended or repealed the provisions below.

[Download PDF](#)

ONE HUNDRED TWELFTH CONGRESS OF THE UNITED STATES OF AMERICA

AT THE FIRST SESSION

Begun and held at the City of Washington on Wednesday, the fifth day of January, two thousand and eleven

H. R. 765

AN ACT

To amend the National Forest Ski Area Permit Act of 1986 to clarify the authority of the Secretary of Agriculture regarding additional recreational uses of National Forest System land that is subject to ski area permits, and for other purposes.

1.

Short title

This Act may be cited as the Ski Area Recreational Opportunity Enhancement Act of 2011.

2.

Purpose

The purpose of this Act is to amend the National Forest Ski Area Permit Act of 1986 ([16 U.S.C. 497b](#))—

(1)

to enable snow-sports (other than nordic and alpine skiing) to be permitted on National Forest System land subject to ski area permits issued by the Secretary of Agriculture under section 3 of the National Forest Ski Area Permit Act of 1986 ([16 U.S.C. 497b](#)); and

(2)

to clarify the authority of the Secretary of Agriculture to permit appropriate additional seasonal or year-round recreational activities and facilities on National Forest System land subject to ski area permits issued by the Secretary of Agriculture under section 3 of the National Forest Ski Area Permit Act of 1986 ([16 U.S.C. 497b](#)).

3.

Ski area permits

From: [zaidee fuller](#)
To: [Town Council](#)
Subject: Snow King expansion
Date: Monday, July 06, 2020 7:40:33 AM

Unfettered by gondolas, roads, ziplines, lights, and mountaintop development, Snow King is an iconic view.

Let it be your legacy that you chose to preserve it for future generations.

Thank you for your consideration.

Zaidee Fuller
PO Box 8
Wilson, WY 83014

From: [Dana Grant](#)
To: [Town Council](#)
Subject: Proposed Snow King (over)Developments
Date: Monday, July 06, 2020 3:29:06 PM

Esteemed Council,

My name is Dana Grant, I am a long time Jackson resident and I own a home in downtown Jackson very close to Snow King. I am writing once again to express my concern about the development requests being made by current Snow King management that will affect the quality of life and nature of our town for residents and visitors alike.

The motive of Snow King management is clear: profit for their already wealthy investors, but what benefit is there to the people and town of Jackson is installing a noisy and unsightly zip line down the middle of the natural area most easily accessed by the working people of this town? Why would we want the resort to run a light and noise polluting Gondola until the wee hours of the morning so that a bar and nightclub can be established in our cherished National Forest?

Ask yourself, what is it that draws both tourists and residents to our town? Are they looking to down booze and party all night aided by an energy guzzling convenience device? Are they in desperate need of amusement park thrill rides? There's much better places to go for those types of activities, like Las Vegas or Orlando, why not send these developers there? Why don't we send anyone voting yes to these intrusions in that direction as well?

What has always made Jackson special is the serenity, beauty and awe of coexisting with the natural wonders, wilderness and wildlife that surrounds us. Why ruin that with developments that most local people here in town don't have the means or any interest in using? I mean how many times a year do you think the average town resident rides the \$20+ per 5 minute ride super boring Mountain Coaster?

What's better for the mental and physical health of our residents and the people visiting our town: An invigorating hike through an open area filled with natural beauty, inhabited by mule deer, lynx, goshawks and other threatened wildlife to a beautiful view on a mostly undisturbed mountain summit, or an expensive noisy slide down a series of cables and a gondola ride through the darkness to yet another overpriced bar? What kind of tourists and residents is our town interested in attracting? Respectful nature lovers or reckless species endangering drunks? Are you really considering outlawing a little kids' homemade mountain bike track but letting these major disturbances proceed? It's a simple choice if you ask me, VOTE NO!

Thank you,

Dana



July 6, 2020

Dear Jackson, WY Council Members and Snow King Mountain Stakeholders,

The **U.S. Ski and Snowboard** Western Region (WR) and Intermountain Division (IMD) would like to offer support regarding new improvements proposed at Snow King Mountain Resort (SKMR). Jackson Hole Ski and Snowboard Club (JHSC), in cooperation with SKRM, annually host in excess of thirty days of training and racing for WR and IMD athletes. Around 200 athletes per day attend these events at SKMR, with athletes arriving from the California resorts, Idaho and Utah resorts, Pacific NW resorts, and resorts from Alaska and Montana.

WR and IMD coaches and officials are always impressed with the ideal training and racing environment available at SKMR. We believe it is important to express what SKMR represents, not only to the local community and the JHSC, but to the athletes and clubs of the WR and IMD. From the excellent training surface and weather conditions, to the quick chairlift turn-around time and easy resort access from town, to the partnership and relationship WR has with JHSC, the resort and club offer a service that is hard to beat.

Throughout the entire region, this type of quality training environment is hard to come by, especially in the early season. JHSC regularly hosts early season training and racing for WR and IMD athletes. With the new snowmaking infrastructure and relocation of the Cougar lift, the resort's race venue becomes even more important to our sport.

We are excited to hear about the plans for Snow King's Phase 2 improvements. It appears that these improvements would further enhance amenities for both local skiers and visitors, and would alleviate pressure on the training and race venues. The **U.S. Ski and Snowboard** Western Region, if not the entire country, would like to voice strong support for these plans, and our commitment to continue working with JHSC and SKMR for many years to come. There is no doubt that Snow King has tremendous potential to be one of the most important training and competition venues in the West.

Thank you to SKMR, JHSC and Jackson for your hospitality, helping many young athletes and supporting our sport. We look forward to seeing continued developments at Snow King Mountain.

Best regards,

A handwritten signature in black ink, appearing to read "Bill Gunesch".

Bill Gunesch

Western Region Director

U.S. Ski & Snowboard

bill.gunesch@usskiandsnowboard.org

From: [Martin Hagen](#)
To: [Tiffany Stolte](#)
Subject: Snow King zip lines and gondola
Date: Monday, July 06, 2020 1:47:46 PM

Dear Mayor and members of the town council,

My name is Martin Hagen and I would like to address my concerns regarding the direction the development on Snow King Mountain is taking. To do this I must tell you a personal story about my attempt to place a sculpture at the base of the hill commemorating the heritage of skiing in this community. I am a sculptor and a product of that heritage which is tied directly to Snow King.

First let me say that my attempt failed after more than a decade of trying, not because of the plans or decisions made by the current owners, but, because of other hurdles in my path that I couldn't overcome.

What I will convey is the inspiration for my project. It was to be a symbol of the history involved surrounding why Snow King is there and why we shouldn't forget it. My dad told me stories of the winters in the early days of this valley being snowed in all winter long and riding in a covered horse drawn sleigh with a small wood stove in it for heat. That was the "school bus" up north which also carried the mail and there are as many stories as there are people who lived here in those times. My point here is this, winters were hard and when the Engen brothers came up from school in Salt Lake city, skied down the pass and built a jump on what is now Snow King mountain it gave the people here something that they could all do and enjoy during the cold, dark months of winter. Therefore, it became more than a place to slide down a hill and try to stand up, it became a social gathering for people of all ages and occupations to talk, laugh and be engaged in something fun that winter brings instead of just coping with it.

That is a cornerstone of the community in Jackson's Hole and one of the major contributors to its unique quality. That's what my project was about, not roller coasters, zip lines, or a gondola. They are just more tourist trappings that do nothing to contribute to the integrity of our community.

Time will tell, but, I still believe that all of this overkill development is going to be a huge weight around our community's neck in the future when it fails and is abandoned. There is nothing of value or unique about that.

Sincerely,
Martin Hagen

From: [Joaquin Hanson](#)
To: [Town Council](#)
Subject: Snow King Expansion
Date: Monday, July 06, 2020 5:36:14 PM

My name is Joaquin Hanson, I live at 975 Snow King Drive, which borders Snow King. I retired in 2018 and have lived there since that time. While I understand Snow King must earn a living from it's summer usage, the hours that go to 9 PM are very difficult to live with. The new zip line will be no exception. Hours on all of these entertainments really should end earlier in the evening. Thank you for your consideration. Joaquin Hanson

Sent from my iPad

From: [Lori Iverson](#)
To: [Town Council](#)
Subject: noise impacts related to a proposed zip line
Date: Monday, July 06, 2020 8:54:13 AM

Dear Mayor Muldoon and Town Council members,

As a follow-up from a letter I sent yesterday opposing a zip line on Snow King:

I read the following in today's (Monday, July 6) Jackson Hole daily: "Snow King Vice President Ryan Stanley ...mentioned a number of noise-mitigating measures Snow King would take, including certain equipment design elements and planting trees in strategic locations."

I'm struggling to grasp how planting some trees and tweaking a zip line's design can mitigate for the constant screams and shouting of someone flying down a hill. I encourage you to test this first by going into a wooded area thick with trees, have someone stand behind a building or other obstacle, and scream in order to see if the sound is blocked. In other words, before accepting someone's statement that the activity won't be noisy, you need to make sure it's a solid, effective plan and not just an empty promise made in order to get the activity approved.

The same Jackson Hole Daily article later referred to: "...a kids' bicycle pump track on Blair Drive that is popular with youngsters but has become a nuisance to neighbors because of noise issues...". It confirms for me, along with numerous conversations with friends living in various parts of the city limits, our residents are getting fed up with the increase in noise that resonates through so many neighborhoods as we allow loud activities near residences. Whether it's children shouting in a bike park, loudspeakers from the rodeo grounds, concerts in various downtown locations, or a whole range of Snow King events that generate substantial noise, these activities are not compatible in such close proximity to people's homes. It's a juxtaposition that will only continue to frustrate homeowners and become a bigger issue as more and more manufactured experiences concentrate recreationists and the associated noises characteristic of these activities.

Let's consider an overall community noise mitigation plan before approving more adventure activities within the city limits that are guaranteed to impact our neighborhoods.

Thank you for your consideration.

Respectfully,
Lori Iverson

(307) 699-4747
lori.iverson13770@gmail.com

July 6, 2020

Re: Item P19-242: Conditional Use Permit for Snow King Gondola, Zip Line and Snow Making Pump House; Snow King and Town of Jackson Gondola Use Agreement.

Dear Town Council:

My name is Mark V. Jackowski. I have lived in Wilson on a full-time basis since May, 2009. I am a member of the Jackson Hole Ski Club ("JHSC"). I have regularly skied at Snow King both recreationally and as a part of the JHSC's Masters Race Program since I moved here. I am quite familiar with skiing conditions at Snow King while JHSC and other racers are training or recreational skiers are skiing. Snow King provides an unparalleled race training venue and an economical and safer alternative to skiing at an increasingly crowded Village.

I write in support of Snow King's proposed improvements to the ski area. I specifically want to address the importance of the Cougar lift to JHSC's Alpine racing program and to the public.

The Critical Importance of the Cougar Lift

Cougar serves intermediate and expert terrain. It is used for race training, races and recreational skiing. It is the lift principally used by the JHSC and Jackson Hole High School ski team for race training and races. Over 200 JHSC, Jackson Hole High School, FIS, collegiate and local ski leagues all utilize Cougar for their races. Coombs Outdoors, which provides outdoor programs for the low-income Jackson Hole youth, uses Cougar for its higher—level skiers.

Cougar serves a critical function for ski race training. Cougar provides efficient and easy access to the traditional training lanes off of the lift: lanes 4,7,8,9 and 10. That access includes quick turn-around times between runs which enable the athlete to finish a run, take the lift, quickly get back up the hill and resume training. Athletes thereby do not have to spend unnecessary time on the lift which is not conducive to effective training. Cougar is used by JHSC student-athletes for 6,000 to 12,000 training runs per week during the December-March season: at least 200 JHSC student-athletes train from 3-6 runs per week during the December-March season: at least 200 JHSC student-athletes train from 3-6 times a week, skiing approximately 10 runs each training session.

The necessary part of race training and the races themselves is preparation of safety zones and race courses. This requires the placement of essential safety netting, course grooming, gate setting and course inspection. The Cougar lift enables coaches and course workers to efficiently and safely accomplish these tasks with minimal interaction with the general public.

As others have stated, JHSC's future and continued success is tied directly to Snow King's viability. As I believe the Council is aware, the JHSC Alpine Program cannot successfully operate out of the Village. The JHSC needs Cougar to be able to operate its Alpine program at Snow King.

Not only is Cougar of critical importance to the JHSC, it also provides great utility to the skiing public. For instance, the Cougar lift enables the general public to ski multiple laps without having to go to the top of the King. This enables many recreational skiers to sneak out to Snow King for a few quick runs during the work day.

The Proposed Relocation of the Cougar Lift

As I understand it, Snow King is in agreement with JHSC that the base of Cougar lift should be relocated approximately 30-50 yards directly uphill from where the Cougar base now sits. One or two of the existing lift towners would be shortened. This relocation, which would be done concurrently with the installation of the new gondola, would present no additional environmental impacts.

This would be a win-win-win: for the JHSC, Snow King and recreational skiers. JHSC would be able to continue to function, Snow King would be positioned to continue its operations and the skiing public would be able to use the new gondola and related Cougar lift

Conclusion

The retention of Cougar is of critical importance to the JHSC's Alpine racing program. Ski racing is a large and important part of Jackson Hole's traditions. Ski racing on Snow King is a large part of why the "King" is the "Town Hill." I respectfully request that the Town Council make sure it stays that way.

If you require further information or have any questions concerning my submission, please do not hesitate to contact me.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Mark V. Jackowski".

Mark V. Jackowski

From: [Rob Kingwill](#)
To: [Town Council](#)
Subject: Snow King
Date: Monday, July 06, 2020 10:17:04 AM

Hi there,

I'm writing to voice my support for the improvements on Snow King. Snow King is a crown jewel for the Town of Jackson, and should get the facelift it deserves.

Building new infrastructure and investing in the town hall is a great idea!

Cheers!

--

Rob Kingwill
AVALON7

From: [Gina Kyle](#)
To: [Town Council](#)
Subject: Support for Snow King Improvements
Date: Monday, July 06, 2020 4:44:29 PM

I'm writing to voice my support of the improvements proposed by Snow King Mountain. The upgrades and additions that they seek to implement will not only benefit local skiers and boarders and the youth that train with the JHSC but will also make SK a more financially viable year round business which is a benefit to our community as a whole. While we all appreciate the small town, local feel that Snow King offers, it is important that they are able to continue to operate in order for our community to benefit from the trails, maintenance, snow making, patrol and numerous other services that are provided. Improvements to outdated lifts are critical for business operations and user safety. Snow King has worked diligently with the community to craft a plan that incorporates feedback while maintaining features that will help fund the overall scope of work.

Thank you,
Gina Kyle

From: [Gmail](#)
To: [Town Council](#)
Subject: Support Youth with Snow King Master Plan
Date: Monday, July 06, 2020 9:33:55 AM

To Council Members;

We are writing in support of Snow King Resort Master Plan as proposed. One of the primary reasons for our support is that these improvements will benefit youth athletes within the Jackson Hole Ski and Snowboard Club now and for years to come. Organized youth activities, especially sports, is vital to emotional and physical development of young people to adulthood. Opportunities provided thru JHSC are unique life-sports and a similar program provided life-lessons for ourselves, we are forever grateful. Today as community members we grasp the challenges in your decision weighing town needs with tradition. Acknowledging change is difficult. We urge you to support the Snow King Master Plan as the benefits to community moving forward are vital for development of the next generation.

Thank you for your commitment to our community.

Chip & Ineke Leer

From: [lorna miller](#)
To: [Town Council](#)
Subject: Snow King CUP comments..... Is the observatory a Trojan Horse?
Date: Monday, July 06, 2020 10:22:35 AM

Dear Mayor Muldoon and members of the town council,

First of all, thank you for taking action regarding the wearing of masks and for all your efforts regarding the impacts of Covid19.

I am writing to comment on the Snow King CUP applications

Words Matter and Definitions Matter.

Legally enforceable language is an imperative.

The language used in the staff report and in the review process generally requires greater clarity precision and definition.

Zip Line:

What *exactly* is being requested in this CUP: A **zip line** (singular) or **zip lines** (plural) or "**zip line facility**" (which seems to infer the possibility of accommodating zip lines (plural)? Throughout this lengthy Snow King process. The community has been led to believe that the applicant was seeking a zip line (singular) but now we read in the staff report: "*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.***"

Does this mean that applicant has also submitted additional materials to the USFS since the comment period on the draft EIS was closed? Please note that the USFS Draft EIS said that the "proposed action" is a singular zip line" From the draft EIS pg 69

*2.4.8.1 Zip Line Expanding on current summer operations, **Snow King proposes a zip line from the proposed summit building to the base area, paralleling the Summit lift.** This project is consistent with the 2013 Jackson Town Council amendment to Snow King's land use lease to include "additional recreational uses related to ski areas such as zip lines, mountain bike trails and other outdoor amenities."*

If this this means zip lines plural will be using the "**zip line facility**" then **it is a significant change** and the public should be duly informed and given additional opportunity for further comment.

Please ensure the exact definition of "zip line facility"

<https://buckrail.com/snow-king-gets-its-zipline-master-plan-finally-approved/>

Mayor Muldoon quotes referencing "A Zipline" "The Zipline" (singular)

The number of people using one zipline is quite different the number that can be accommodated by "additional zip line connections" This will affect Phil Baux Park. (See Parks and Rec comments for pedestrian traffic flow impacts etc)

If there is indeed a change to multiple zip lines, can the findings still affirm genuine compliance?

Is this singular versus multiple zip line confusion yet another example of Snow King bait and switch obfuscation?

(Perhaps Snow King could rename itself Morph King since the applications continually Morph into something other than what was previously presented.) Legally enforceable language that is crystal clear is an imperative. Any document and agreement with Snow King must not be open to interpretation.

If the intention of the applicant is now to construct multiple zip lines then this is a betrayal of the negotiations that led to the approval of a singular zip line. This is surely grounds to deny the zip line CUP

Parks and Rec Comments:

Given that the potential impacts on Phil Baux Park are so significant, I was extremely disappointed to see that the detailed comments and recommendations from the Parks and Rec Board and staff appear to have been simply acknowledged as received and then ignored.

Please take the time to have planning staff properly analyze and report on the recommendations.

Mere acknowledgement of receipt of the P&R recommendations and comments does not serve the community interest or address the potential loss of public benefit nor does it address information that may affect the findings compliance. Parks and Rec comments are a voice for the community and public benefit issues and the impacts on Phil Baux Park

Reliance on the USFS Draft EIS

Throughout these CUP applications, the staff report relies heavily on the USFS Draft EIS to address wildlife impacts and other environmental concerns. Given that the Draft EIS is just that - a DRAFT - ; that it has been heavily criticized as inadequate and flawed; that it is currently under review and has not been finalized: using it to support findings and compliance is grossly inadequate and undermines the TOJ planning process.

It does the community a great disservice to avoid addressing the overall and the environmental impacts of the zip line (by deferring to the pending USFS decision " 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. “ **Note here too: zip line singular**

Given the lack of clarity and confusion in the application outlined above, perhaps the Council will consider deferring the decision on the CUPs until the USFS has announced their decision on the possible alternatives.

Gondola Hours of Operation:

The observatory as Trojan Horse for hours of operation:

The hours and mode of operations suggested by Snow King read like a carte blanche menu with options for an unlimited smorgasbord of activities. Who knows what special, creative and unique events will be dreamed up in the future?

Please pause for a moment to consider the County's current dilemma regarding events which have devolved from a few special weddings or small event opportunities to help support ranching activities to heavy metal concerts with possibly thousands of visitors.

Act now to retain some say in what will impact Phil Baux Park and what happens on top of the mountain by requiring special event permitting for later hours of the Gondola and of the summit facilities. Let Snow King prove that it will properly manage the facilities and adhere to an operating plan. The history of operations of the coaster etc do not give confidence thus far.

Please consider implementing the recommendations outlined in the recent Park and Rec Board letter in particular as it related to hours of operation and summit activities and special events.

Highlighting the use of the observatory as a principal reason for the Gondola to run as late as 1am (or even later) is an over reach. It brings to mind the concept of a Trojan Horse.

There is absolutely no guarantee that an observatory will ever be built. To set hours of operation to ostensibly support a possible observatory sometime in the undetermined future makes no sense. The Community Development Director's justification of carte blanche has no built in safeguards to protect the community interest. You could give Snow King the operating hours they are seeking and never see an observatory. But those hours will work exceptionally well for those unrestricted weddings, conferences and special events that SK plans on hosting. Given the economic uncertainties of the COVID near and intermediate future this is not an unrealistic consideration. Actually, having the later operating hours conditioned as a special use upon completion of a functioning observatory might actually help the WY Stargazing community achieve its hoped for partnership with Snow King. Without such a condition and given Snow King's history of following through once it gets what it wants, what are the chances for the realization of WY Stargazers observatory dream? Incremental approvals to help build trust and confidence that SK might actually keep its word would be recommended.

Please ensure that the TOJ interest is protected. Require bonding to ensure completion of construction once it has started. These are uncertain times. Protect the public interest.

regarding water supply

At the very least, consider a condition to clarify that the water use is , in effect, a “junior “ right and that if, at some point in the future if drought (climate change) or other things affects town water supplies, then Snow King water supply for snow making may be restricted or terminated (even if the weather is cold enough to make snow)

thank you for the opportunity to comment

Lorna Miller

From: [Jeff Moran](#)
To: [Town Council](#)
Subject: Please Approve Snow King's Master Plan - It's a vital need for our community and the JH Ski & Snowboard Club
Date: Monday, July 06, 2020 3:11:09 PM

Dear Jackson Town Council,

I am writing in support of **all** of Snow King Mountain's proposed master plan developments. I have been an East Jackson resident for 21 years and an employee of the Jackson Hole Ski & Snowboard Club (JHSC) for 16 years. I believe both personally and professionally that moving forward with all of the proposed improvements is vital to Snow King's longevity, JHSC's longevity, and will be a positive addition to Jackson Hole's tourism-based community.

I believe the proposed improvements will:

- Make Snow King viable for future generations of local skiers and snowboarders.
- Enhance and continue the tradition of Snow King being a place where kids and families can affordably recreate together.
- Make Snow King more accessible for the general public and greatly increase and enhance beginner and intermediate ski/snowboard opportunities in Jackson Hole.
- Create safer, year-round access with a gondola to the summit.
- Offer more family-friendly, easily-accessible summer outdoor recreation options during our world's new Covid challenge.
- Continue to support the tradition of ski racing on our Town Hill long into the future, which is a vital component to the JHSC's future success.
 - This is only effective with the relocation of the Cougar lift concurrently with the installation of the new gondola as well as the relocation of the pump house with increased capacity, and improved trail lighting.

I believe Snow King leadership has gone above and beyond with their community outreach and their willingness to modify plans as opinions have been voiced. I believe many people in our community don't understand that the success of Snow King is not an a-la-carte proposal. If Snow King Mountain is not allowed to move forward with their proposed improvements, our entire community will suffer a great loss. And by default, the Jackson Hole Ski & Snowboard Club could suffer an unimaginable blow to our ability to fulfill our mission to 500 local student-athletes.

Thank you for your time and consideration of my position.

Sincerely,

Jeff Moran
Chief Marketing Officer
307-733-6433 x110 (o) / 307-690-0032 (m)
Shipping: 100 East Snow King Ave
USPS: PO Box 461
Jackson, WY 83001
jhsclub.org



From: [Frederick Reimers](#)
To: [Town Council](#)
Subject: Snow King Conditional Use Permits
Date: Monday, July 06, 2020 3:21:13 PM

Dear Town Council,

I am writing to express my opinion on Snow King's Conditional Use permits. Critics charge that a small minority oppose Snow King's plans to make the town hill into an all-hours amusement park. That simply isn't true. Close to a thousand comments flooded into the Forest Service to comment on the resort's plans. At least half of those (500 people) opposed the ziplines, siting a gondola on town land, and boundary expansions. Their opinions haven't changed just because Snow King has chipped away at your resolve.

I'm one of those people.

It should be noted that decisions based on that Environmental Impact Statement are not to be trusted. The draft EIS was written by a consultant paid for by the resort. It cannot be considered objective.

Above all, these projects will create a ton of impact on wildlife, locals, and even visitors. We can't grant carte-blanche permission to the resort to run a gondola until 1 am. The resort claims the late-night gondola will serve meek stargazers, but in reality, the resort is using the stargazers as a straw man in order to run late night wedding receptions. Imagine the noise showering down on everyone from Jimmy Buffet cover bands at midnight every Saturday. Gondola hours should never go past 9 pm.

The town council has been bamboozled into this zip line plan. The community has pushed back on these things from the get go. Now they want zip lines to criss cross the entire mountain? That will be a visual impact. The shrieking will be an audial impact. Zip lines are not a skill-based activity and go against our town LDRs, specifically they violate our town's indigenous character.

Frederick Reimers
Jackson, WY
541-520-4873
frederick.reimers@gmail.com

From: [Shane Rothman](#)
To: [Town Council](#)
Subject: Snow King CUP: pump house
Date: Monday, July 06, 2020 3:30:54 PM

Hello Mayor and Council,

Before possibly approving a potential snowmaking pumphouse behind the Ice Rink, please ensure that this small building envelope would not be used for a mountain maintenance facility, as it is a poor location for an industrial use. There are plenty of other options throughout the vacant lands of the Resort District. Encourage SKMR LLC to have a real “mountain operations building” that would contain this, as well as offices, employee locker rooms and housing. Delay this decision to acquire more information from the applicant. As a reminder, the town currently owns SK’s new snowmaking pipes and pumps, while leasing them for an unknown fee, likely very favorable to a private company with an unknown investment group, in return for very little community benefits that have been replaced by controversies...

Thanks again for listening!

Shane Rothman

From: [shane_rothman](#)
To: [Town Council](#)
Subject: Video of coaster from August 15 2019
Date: Monday, July 06, 2020 4:55:23 PM
Attachments: [IMG_9264_MOV.msg](#)

Hello Mayor and Council,

Here is a video of the coaster operating while it's pitch black out. The screams are obnoxious, but it gets waaaay worse than the few in this video. The Alpine Slide had just barely closed a minute prior to this. It's unacceptable to operate a gimmick like this for such long durations into the night, and it has caused extreme resentment toward the permanently oblivious applicants.

I'm not sure what the sunset time was, but all sunsets on the King are ruined when these activities operate, and the impacts spread outside the resort, even through the walls of my nearby residence. Tonight's sunset is 9:06, and the 7pm closure gives the public ample time to get out there and enjoy our community benefit.

I'm pretty sure the coaster is not allowed to operate in the dark, unless the ski area lights are on. This is just one more example of their non-compliance, and SK should be thankful that they got away with all of this for so long.

I've been as patient as I could possibly be waiting for these ridiculous hours and nonstop noises to finally be addressed, and sorry if my letters have gotten annoying. It pales in comparison to the most annoying sounds on Earth though, there's nothing like hearing repetitive screaming!

I hope you find it easy to say NO to making the problems worse, so we can all get back to being more productive and happier without controversies and distractions. I am very excited for a positive outcome, and it would be devastating to know that any of you would vote to allow these gimmicks to continue past 7pm.

Sincerely,

Shane Rothman and Whitney Ballard

Sent from my iPhone

From: [shane_rothman](#)
To: [Town Council](#)
Subject: Snow King hours of operation
Date: Monday, July 06, 2020 12:26:12 PM
Attachments: [IMG_5911.PNG](#)

Hello Mayor and Council,

Here are Snow King's operating hours for the Summer of 2020. If it weren't for the pandemic and a restriction of J1 workers, these hours would likely be extended until 9pm all summer long, and many more people would be irritated and writing letters. I still have no idea how they got away with operating their nuisances until 9pm for the previous 4 summers(business application states an 8pm closure, and it's been clearly out of compliance).

Living in town next to an amusement park is not good for my mental health, and it's been rough to see the community benefit of having a beautiful mountain like Snow King being exploited far beyond what many people ever imagined. Nowadays, for my own sanity, I just make sure that I go anywhere else but Snow King until the last screams spiral down, and the last ATVs parade back down the mountain. I would like to have my community benefit back, as well as my place of residence.

I am really enjoying having the quiet time start by 7:20 instead of 9:20, and I would support these hours in the future, but not any later. The entire town should be encouraged to head up the hill and catch one of the best sunsets on the planet, without obnoxious screams from the flood of tourists. These hours are still much later than most of the other coasters in the west, (with the exception of Park City that stays open until 8, but is completely closed 3 days per week).

Please encourage SK to be more respectful with their operations, or use your power as elected officials to force them to. Let's see them prove that they can mitigate the noise before making it much worse with a towering long zipline. Currently, it sounds as if they are threatening to do absolutely nothing about their noise, unless they are given the rights to add the noisiest feature yet. Do not lose your leverage permanently in exchange for the promise of a few trees and a "code of conduct". Limiting the hours of operations is the only thing that is guaranteed to address the noise issue. Anything helps though, and more measures should be discussed such as relocation of their service road, decommissioning the Alpine Slide or backfilling underneath it(or replacing it with cement or stainless steel), berms of earth in certain areas, and even a wall where the first turns directly project screams at our residence. These measures are all over 5 years overdue.

Thanks for reading, and hope you all agree.

Shane Rothman and Whitney Ballard
Jackson WY

AT&T LTE

8:50 PM

66% 

 snowkingmountain.com — Private



SUMMER COWBOY COASTER

Day

Time

Opening Day Sat

Opening Day: Sat
May 23 10am-5pm

Early Summer - Sat
May 23 - Thurs July
2 10am-5pm 5pm-9pm
private groups by advance
reservation only

Peak Summer - Fri
July 3 - Sun Aug 16 10am-7pm Contact us
for private group opportunities

Late Summer - Mon
Aug 17 - Labor Day
Sept 7 10am-5pm 5pm-9pm
private groups by advance
reservation only

September - Tue
Sept 8 - Sun Oct 4 Weekends 10am-5pm

From: [Shane Rothman](#)
To: [Town Council](#)
Subject: SK Gondola CUP: Delay decision to negotiate
Date: Monday, July 06, 2020 9:46:09 AM

Hello Mayor and Council,

Please negotiate strongly during lease negotiations for a gondola in Phil Baux Park, and do not agree to a fixed annual fee. Instead, negotiate for a fair percentage of SK's ticket sales, which can help fund Parks and Rec, as well as potential future public facilities at the base area and elsewhere. I'd also recommend to begin with 5 year leases, and increase it to 10 year lengths after foreseeable adjustments would need to be made after the inception of unprecedented usage at Snow King Mountain. It sure would be nice for the public to know that supporting Snow King Mountain also helps more than just a private entity, and there is ample opportunity for a stronger partnership to be created.

As for the hours of operations, running a gondola to access a bar until 2am is likely unprecedented in the USA ski industry, and we can all assume that the only reason this is even being considered is because it has been strategically "packaged" with an astronomy observatory to help gain public support. Years ago, the 43North/Lift Restaurant had to reduce their hours due to noise complaints, and it would be unfair to allow SK to operate theirs even later, especially since it will be accessed through a public park that closes at sunset. Instead of calling the police on inebriated subjects, it is likely that Search and Rescue will be called in to track down patrons that have disappeared into the surrounding area. Meanwhile, it is obvious that our skies will be cloudy a fair portion of the time. If late night observatory gatherings are going to be allowed, please consider having the Wyoming Stargazers submit their own request for a CUP and special events, because it does not need to be packaged with restaurant/bar operations.

As far as special events go, 5 per year is a reasonable amount to allow exceptions. I strongly urge you to require them to give the public notice of these dates well in advance, and please encourage them to make these events benefit our local nonprofits. Under no circumstance should our public lands be used for political fundraising purposes, and I hope that TOJ can use their authority or influence to ensure this.

For the record, I am adamantly against such an excessive facility on the top of a mountain, and would much prefer to see an improved Panorama House. I believe that a 150 person capacity for a summit facility is as much as the environment can handle, and then it's going to be TOJ's nightly problem when everyone comes down at once.

Thanks again for listening,
Shane Rothman and Whitney Ballard
Jackson WY

From: [Shane Rothman](#)
To: [Town Council](#)
Subject: SK Zipline CUP: Deny
Date: Monday, July 06, 2020 8:58:32 AM

Hello Mayor and Council,
I appreciate all of your efforts to safeguard Jackson during the pandemic, and am proud of that all of our representatives acted unanimously, using great foresight.

Today you are tasked with making a decision that pales in comparison to putting lives at risk, but will definitely have permanent effects to local moral, community character, quality of life, and our mental health. I strongly urge all of you to deny the CUP for one of the many ziplines proposed for Snow King Mountain, and advise the applicant to try again in the future if they can successfully mitigate the nuisances that have been out of control for years. I believe much more can be done to mitigate their nuisances than some trees and an unenforceable "code of conduct", and there are still many lingering questions about the design(much more information is needed). I desperately would like to enjoy sunsets on my public lands on the King once again, as well as the home that I must vacate during their operating hours(for my own sanity).

Before making an educated decision, it would be wise to watch some youtube videos of ziplines. When the coaster was approved in 2014, the applicant only showed a picture of one in Park City, not a video. Zipline videos often contain music, because the actual sound of them is an awful high pitch noise, and the screaming is obnoxious(all riders will have a long duration shriek/scream). Please require the applicant to show the difference between a "coated cable" versus the industry standard cable, and make a comparison. This noise mitigation effort surely had to have been done somewhere, right? I am not sure if there are any zipline parks that dominate steep slopes above a real town, and this is likely an unprecedented proposal. Personally, I think a zipline theme park on Snow King is extremely distasteful, and an insult to the residents, wildlife, and heritage of this area.

Visit the site, and envision this from the bottom, top, and midway. This zipline would need to be almost 100 feet off the ground(the higher it is, the louder it will be, and the longer/faster ziplines are much louder than short ones) to cross over the lift and land in front of the hotel. The proposed route appears to be impossible to engineer. I do not believe Ryan Stanley is being honest about the proposed exact location, and I presume that it will instead be built entirely on the East side of the chairlift, requiring significant tree removal. Please also ask the applicant if they are proposing two ziplines side-by-side, which is common at nearly every other zipline park(this will make it even worse, like a screaming contest). While visiting the site, be sure to take note of the noise that is already being generated.

While many believe that this additional revenue is crucial for SK to "survive", I recognize that

this liability could result in accidents, deaths, and lawsuits. One accident on this could scar Snow King's image forever. I also highly doubt that much revenue will be made, considering that the ropes course costs \$79, and a "Big King Pass" costs \$125. I hesitate to believe that they would dare to raise these prices any higher, or that their booming business is not currently profitable enough to operate their rather small ski area.

I fully agree with Councilman Stanford that Ryan Stanley and Jeff Golightly have strategized a "bait and switch" since the "network of ziplines" were "taken off the table" during the stakeholders meetings of 2018(It's sad to see the progress evaporate, which in hindsight has wasted the time and energy for everyone who does not get paid to participate). I was there to witness this breakthrough in negotiations, and it was an incredible relief to see the progress made. Even Jeff Golightly and Ryan Stanley had patted themselves on the back for making this "concession". This proposal has indeed resurfaced "like a zombie", but I believe the community has already spoken loud and clear about our desire to confine the noise to the impacted areas, and further mitigate it. At the very least, do not vote today, and allow yourselves and the public to digest any new information.

Please do not believe that a "code of conduct" or some trees will drastically improve the situation, but anything that can be done to improve the situation should be immediately required, not just "encouraged". SKMR LLC has had 5 years to do something about this, and has done absolutely nothing, except make things worse(like selling "discounted" evening passes and promoting alcohol at King's Grill). They haven't even attempted to address the many complaints I've submitted in regards to their loudspeaker, which repetitively blares "here we go, press the handle forward and have fun", about 8 times per minute, perhaps over 1000 times a day(Jeff Golightly told me that a volume control for it was purchased, but later confirmed to me that he did not). I do not envision any of their meagerly paid employees reprimanding a high paying customer for "having fun", I think it is more foreseeable that an employee who scolds a customer would be terminated. They did not even obey their 2014 revegetation plan(which contained trees on the eastern boundary that were never planted), the trees were much smaller than what they proposed, and a good portion of their trees died anyway.

During the last 6 summers since the coaster's inception in mid 2015(under a minor development plan with minimal analysis, if any), the TOJ has not enacted any compliance checks for these operations, despite clearly being much louder than 65 decibels, and operating well past the 8pm closure time in the business application. Please do not allow these operations to continue without ensuring that our rules and regulations can(and will be) strictly enforced.

Please negotiate strongly using good foresight, and encourage SK to fix their issues immediately, and come back with a more respectful proposal next year.

Once again, thanks for listening, and please do not be afraid to say no to the zipline CUP.

Sincerely,

Shane Rothman&Whitney Ballard

980 Snow King Drive

From: [Shane Rothman](#)
To: [Town Council](#)
Subject: Snow King Access Road
Date: Monday, July 06, 2020 3:22:14 PM

Hello Mayor and Council,

Before any new projects are approved to begin on Snow King Mountain, please don't forget to require SK to reroute their current service road. I am worried that this issue will continue to slip through the cracks of this long and winding comprehensive discussion. SK has clamored for a "safe road" for beginner skiers and "emergency access" to the summit for years, yet they haven't even do anything to improve the route from the Midstation of Rafferty. This is all on private land and could've been done decades ago, and should be encouraged to begin immediately. I have seen this reroute proposed on paper but never discussed, and I believe Ryan Stanley will attempt to avoid having this built because it would likely jeopardize the future of the Alpine Slide. A new route would also be appreciated for public access, as there are no other routes for hikers and bikers on the east side(it is also so steep that there's only a few bikers in town capable of riding uphill this way)

This road is sketchy, steep, dusty, slippery when wet, and has seen unprecedented usage since 2015, when suddenly the road was used for hundreds of trips by heavy machinery/dump trucks/logging trucks/concrete trucks each day, and conditions deteriorated quickly. Prior to this, vehicle and ATV traffic were very rare, but since then it feature dozens of trips a day with an assortment of vehicles. 4WD is needed to climb it, and I have witnessed many 2WD vehicles fail, while trying over and over and spinning out into a dustcloud. I have witnessed accidents, close calls, and injuries there, on machines, bikes, and even on foot. A few years ago a runaway ATV somehow stopped by hitting the only huge rock beneath it, instead of tomohawking through the 2nd story of a house on Snow King Court. With the proposed projects, it is foreseeable that a much larger runaway vehicle could kill someone while inside their own home.

On another note related to their access , since SKM desires to place a Mountain Maintenance Facility next to the Ice Rink, it is totally foreseeable that in the near future, they will be asking Council to allow them to improve their access on the Jump Run trail(town owned parcel above the cemetery)to access the rest of the mountain, in order to avoid driving ATVs/trucks/machines all the way around, using Town roads. It is also very likely that they will want their beginner skiers to be able to return to the gondola(a glaring omission in their desire to provide an easier way down for skiers). Back during the 2014 snowmaking project, Ryan Stanley ordered his employees to attempt to build a route up this area(without consent from town), and totally ruined the skiing for a dysfunctional pathway. Please bring up this subject, ask relevant questions, and provide SK with terms and conditions for future projects on this parcel. This inevitable "need" for Snow King Mountain's future deserves to be part of the conversation as well.

Thank you for your representation,
Shane Rothman

Sent from my iPhone

From: [Jim Bob Schell](#)
To: [Town Council](#)
Subject: Support for Snow King Expansion
Date: Monday, July 06, 2020 9:15:00 AM

Dear Council Members,

I am writing in support of the Snow King Master Plan and expansion of operations at Snow King. I am an alumnus of the Jackson Hole Ski Club and can point to my experiences as a member of the club as being one of the most significant elements in making me the person I am today. The club was not only an outlet for my skiing, but more significantly it served as a major influence in my life's education. The continued ability of the JHSC to operate is obviously tied to the success and operation of Snow King. The training opportunities at Snow King for winter athletes can be second to none, but Snow King has always seemed to lack the support it really deserves.

The master plan to expand snow making and lighting, move the cougar lift and add a summit gondola are all major improvements to a neglected resource. I recently became a father and I worry that if our community doesn't get behind Snow King's efforts my son may not be able to grow up on the mountain that I love so much.

I hope to see Snow King grow into the pre eminent winter training facility in the US. I hope to see my son learn to love the sport of skiing at the King. I hope that a very vocal minority of dissent will not persuade the community to shun upgrades at the King. I hope that Snow King survives and I appreciate the support that this body continues to provide to that effect.

Sincerely,

Jim Bob Schell

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10810 S. HWY 89
Jackson, WY 83001
(307) 699-5868

From: [Samuel Singer](#)
To: [Town Council](#)
Subject: Snow King CUP; Gondola Operational Hours
Date: Monday, July 06, 2020 10:46:43 AM
Attachments: [Public Comments to Town Council Regarding Snow King CUP and Gondola Operational Hours.pdf](#)
[Online_Petition_for_Observatory_Operational_Hours.pdf](#)

Dear Mr. Mayor and Jackson Town Council:

On behalf of Wyoming Stargazing, a Jackson-based 501(c)3 nonprofit dedicated to astronomy education, we urge you to issue Snow King Resort a Conditional Use Permit (CUP) that allows the proposed gondola to operate until 1am from May - September and until 11pm the rest of the year in order for the proposed observatory and planetarium on the summit to be functional.

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. Those months are also when the vast majority of residents and tourists look to us for stargazing services. If the Town Council denies Snow King the ability to operate the gondola late at night during the summer months and the rest of the year, then the observatory will not make practical or economic sense.

We realize that the observatory and planetarium are not parts of the current proposed CUP and that approval of those facilities are actually in the domain of the USFS. However, approval to operate the gondola to provide access to those facilities is crucial to our ability to fundraise for the observatory and planetarium. We will be asking our donors to collectively make more than a \$4 million investment in those facilities. We need to be able to tell them that we have approval from the Town Council to use the gondola to provide access to the observatory and planetarium late at night. Please find the attached petition (created on July 2nd) with approximately 30 names of people who support late night operation of the gondola.

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. In fact, we need that to be the case for full functionality of the observatory. We are working with Snow King to incorporate measures that will all but eliminate light pollution from the summit facilities.

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. We are happy to discuss any further concerns in more detail.

Sincerely,



Samuel Singer, PhD
Executive Director of Wyoming Stargazing
On behalf of the WYSG Board of Directors

--



Samuel Singer, PhD

he/him/his
Founder and Executive Director

Wyoming Stargazing

PO Box 9584

Jackson, WY 83002

www.wyomingstargazing.org

1-844-WYO-STAR (1-844-996-7827) ext. 3

Educating and Inspiring through Wyoming's Extraordinary Skies and the Universe Beyond





Educating and Inspiring through Wyoming's Extraordinary Skies and the Universe Beyond

info@wyomingstargazing.org 1-844-WYO-STAR www.wyomingstargazing.org PO Box 9584 Jackson, WY 83002

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Sincerely,

Samuel Singer, PhD
Executive Director of Wyoming Stargazing
On behalf of the WYSG Board of Directors

Submission Date	Name	E-mail	Comments
2020-07-03 21:38:41	James R Loudenslager	jrloudenslager@gmail.com	We have such amazing views of the stars!!! It would be a shame to not let people enjoy them to their fullest!
2020-07-03 14:42:21	Kathleen Glover	kmglover@verizon.net	
2020-07-03 14:08:15	Michael Adler	michaeladler@earthlink.net	
2020-07-03 11:27:21	Ian K Edwards	ianedwards86@gmail.com	It is critical the public can access the observatory at late hours. The sun doesn't set until 10:00pm in summer. The facility would not be usable unless late gondola access is permitted.
2020-07-03 11:27:08	Keelan Schupman	Dkschupman@gmail.com	This is a wonderful opportunity for Jackson to expand its reach to tourist groups and locals alike. A view through a telescope can be life-changing, with Jackson's tourism industry it can literally reach any corner of the world and construct positive change. Nothing would be better than hearing "I saw this at Snow King in Jackson Hole and now I want to do this in my community".
2020-07-03 10:55:56	Shannin Waldaias	swaldaias@gmail.com	Please approve the late night gondola hours so we can appreciate all that Wyoming Stargazing offers for Space Exploration from Earth!
2020-07-03 07:56:41	Natalie Singer	natsinger@aol.com	Good Luck!
2020-07-03 07:44:28	Rachel Warren	rshadow73@yahoo.com	Please, our little town really needs this! The educational possibilities are limitless!
2020-07-03 07:17:14	Maggie Gibson	ma3gie@gmail.com	A lively healthy Snow King is a key element of our community.
2020-07-03 06:56:55	Howie Singer	howiesinger83@gmail.com	This is a must-have for the tourist town of Jackson!
2020-07-03 05:37:30	Johnson Fran	wyoming@bellsouth.net	
2020-07-02 20:59:17	Danny Jost	dannyjost@gmail.com	With our dark skies and high altitude, Wyoming stargazing will have a fantastic facility for all to enjoy. I highly encourage the Jackson Town Council to approve this request. Thank you D. Jost
2020-07-02 19:51:49	Debra Brand	debrabjh@aol.com	
2020-07-02 19:48:15	Phyllis Green	pgreen610@gmail.com	We need access to more outdoor activities during this time of COVID-19. Support this attempt to show more people the stars!
2020-07-02 19:45:33	Brandt Williams	bhwilliams917@gmail.com	Please listen to the voices in support of approving late night operation of the Gondola to the Snow King Observatory.
2020-07-02 19:29:48	Karen Smith	ksmith@healthstarcom.com	
2020-07-02 19:09:53	Gary Winter	gawinter@umich.edu	

2020-07-02 18:48:39	Tisch Brown	tischbrowm7@gmail.com	How wonderful
2020-07-02 18:23:30	Steve Singer	19steve50@gmail.com	What an exciting project! Will put Jackson on the map for generations of stargazers!
2020-07-02 18:13:02	Susie Blasko	deercreeksusie@gmail.com	
2020-07-02 18:05:13	Linda Wasserman	coolauthor2@gmail.com	I would like the council to allow late night operations of the Gondola to provide access to the planned observatory to allow visitors and locals to enjoy the wonderful skies in Jackson. Thank you for allowing me to comment
2020-07-02 18:04:39	Judith Campbell	rfcampbell@aol.com	We live at Snow King and are in full support of extended gondola hours so many can enjoy the observatory. It is a real asset to our Jackson community.
2020-07-02 18:03:05	Heather Hansen	heather.d.hansen@gmail.com	
2020-07-02 18:01:11	Greg Wright	retail@gregorywright.com	
2020-07-02 17:46:57	Lucinda Abbe	lucindaabbe@charter.net	I think that the observatory is a wonderful idea and I hope it will be useful in introducing many people from Jackson and from around the country to the wonders of the night sky. Our dark skies here in Jackson are a treasure not available to many people. I think of all the children growing up in big cities with out the experience of seeing stars filling the sky on a summer night! Watching the night sky has been a part of my life and I feel it has helped me be a better person, putting my role in the universe into perspective.
2020-07-02 17:36:43	Samuel Singer	scws00@gmail.com	I am really excited about this getting so close to finally happening!
2020-07-02 17:35:32	Anne Marie Wells	amwells.wy@gmail.com	I support operational hours for the gondola to end at 1am from June to September and until 11pm the rest of the year to accommodate use of the observatory.
2020-07-02 17:31:18	Vicky Moore	janevickymoore@gmail.com	Please support WY Stargazing and all the important community and educational connections they provide.

From: [Rose Strand](#)
To: [Town Council](#)
Subject: Snow King Improvements
Date: Monday, July 06, 2020 12:21:38 PM

Dear Town Council:

I am writing to you today in support of Snow King's proposed improvements to the ski area as a representative of local families and supporter of the Ski Club.

Local families and the ski club rely on the safety and success of Snow King to make alpine skiing a viable activity for the long winters in Jackson. I am a board member of the Jackson Hole Ski and Snowboard Club, my two boys race with the alpine program, and our family has been season-pass holders at Snow King for the past decade. We ski and skin at the King on average 3-4 days a week. As a family with young boys, we represent many local families whose children have grown up learning to ski affordably on the town hill and continue to benefit from all it offers.

The Ski Club serves 400 student-athletes and their families. It not only serves as a training venue, but a safe place for kids to recreate outdoors after school in the winter months. Furthermore, the Ski Club's future success is tied directly to the success of Snow King. Without Snow King, the Ski Club's Alpine program might not be able to exist. For various reasons, the Alpine program cannot successfully move to JHMR should Snow King cease to operate as a ski resort.

The improvements Snow King proposes will ensure its future economic viability. Even though some of the proposed improvements are unpopular with certain people, it is important to note how these changes will impact what is available for the children in this community. Too often our younger community citizens, who don't have a voice or purchasing power, lose out against the determination of the environmentalists and the pocketbooks of older, wealthy citizens in our town. How can we expect to cultivate future citizens who care about the local environment and their community, if they are not given opportunities to recreate within it? This being said we cannot expect Snow King to make improvements that greatly benefit kids and other community users of the ski area without providing Snow King a mechanism to recoup the cost of the improvements and the continuing costs of successfully operating the ski area in the winter.

In closing, Snow King's potential as an athletic, educational, and community asset has only slightly been tapped. By approving Snow King's proposed improvements, you will be serving the youth and local families in our town.

Thank you and kind regards,

Rose Strand

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My new email is rosestrand4@gmail.com

From: [Heidi Thompson](#)
To: [Town Council](#)
Subject: Snow King Improvements
Date: Monday, July 06, 2020 3:05:14 PM

Dear Town Council,

I am in support of the new Snow King Resort District master plan. Thank you for considering these improvements for our town.

Sincerely,

Heidi Thompson

From: [molochai twig](#)
To: [Town Council](#)
Subject: zip line commentary for Snow King MountainResort Association
Date: Monday, July 06, 2020 3:51:46 PM

Dear Councillors,

As a recent customer at Snow King, I witnessed some very unprofessional management methods that resulted in injury to a customer. As the Alpine slide is much fun, yet dangerous in regular conditions and extremely dangerous in wet conditions, it was used while the weather was simply not conducive to a safe operation of this activity. I witnessed employees attempting to dry the slide itself with kitchen rags, which can simply not ensure that the operation is safe for the customer. As the weather consisted of a pattern of rain clouds hovering over Jackson all day, the slide was not closed. It was raining most of the day, and eventually a young girl came down and lost control, crashing into the end piece and hurting her foot badly enough that she could not walk alone. Immediately after this an employee came down and hit the tires much too fast after having lost control, flipped over, and luckily landed in his feet instead of his head on concrete. The fact that management kept open an activity while the main danger was prevalent for this operation is simply unacceptable. It is the perfect example of why Snow King Mountain Resort should not have a zipline from the middle of the mountain down to the base of the resort, and rather a much shorter one if any at all. A zipline from the Rafferty mid station to the base, going over the Cowboy coaster, simply seems to be a recipe for a serious if not fatal injury to a customer or employee at some point in the near future. The management of Snow King, while being knowledgeable, simply does not seem to prioritize either their operation by making it safe and attractive, nor do they seem to be aware of their own safety protocols. I strongly urge the council to consider at the very least to put strong safety measures in place for the zipline, as well as strongly encouraging that it be made shorter, and not go to the base of the resort. It is important for the management of this company to realize that to be successful, they should put effort into their current infrastructure and follow their safety protocols.

Thank you for your time,

A concerned customer and Jackson resident.

From: noreply@civicplus.com
To: [Town Council](#)
Subject: Missy Whelan Online Form Submittal: Email the Town Council
Date: Monday, July 06, 2020 10:36:35 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=2084>

The following form was submitted via your website: Email the Town Council

Subject:: Zip Line

Email Content:: I oppose the zip line proposed for Snow King. This amusement will alter the character of town and have a persistent impact on noise levels.

Your Name:: Missy Whelan

Your Company Name::

Your Phone Number:: 3076905896

Your Email Address:: juliannwhelan@gmail.com

Your City:: Jackson

Your State:: WY

Your Zip Code:: 83001

Additional Information:

Form submitted on: 7/6/2020 10:36:52 AM
Submitted from IP Address: 184.167.21.244
Referrer Page: <https://www.jacksonwy.gov/256/Mayor-Town-Council>
Form Address: <http://www.jacksonwy.gov/Forms.aspx?FID=190>

From: [Jeff Wogoman](#)
To: [Town Council](#)
Subject: Support For Snow King Master Plan Components
Date: Monday, July 06, 2020 12:03:23 PM

Councilors,

This email is to voice my support for the remaining components of the Snow King Master Plan.

- Construction of Gondola
- Cougar lift moved uphill
- Snowmaking Improvements
- Zip Line

The viability of Snow King as a world class training ground for local athletes hinges on these improvements. No major upgrades or improvements have been made on the west side of Snow King in decades. As a parent of two children who have been part of the JHSC, a healthy and economically viable Snow King is essential to the future of JHSC's vision of building champions for life.

Living in fear of a zipline is petty and honestly somewhat elitist. Believe it or not, there's a segment of the Jackson population that would probably enjoy the addition of another activity in town. Chamonix, Aspen, Verbier, Mont Blanc. All locations with Ziplines and the last I checked the whores and drunks haven't moved in en masse.

The additions that the investors are willing to make to Snow King will provide continued opportunity for the youth of Jackson. Yes, as with anything in life, there are tradeoffs, but I'm willing to accept the totality of the project in exchange for a quality venue that has only been in decline.

Thanks for you time,

Jeff Wogoman
307-690-5923

From: [Matthew Trucco](#)
To: [Town Council](#)
Subject: Snow King Development
Date: Thursday, July 09, 2020 7:07:14 PM

To my representatives. As you consider the fate of Snow King I would like to remind you/us that we reside in the Greater Yellowstone Ecosystem. With this privilege comes the responsibility of stewardship. The choices you make will reach far beyond the immediate. The impact irreversible.

As our town grows it is incumbent upon us to strike a balance between human activity and the wildlife and wild lands we inhabit. Developing the back side of Snow King will displace wildlife, degrade the vegetation , and require an excess amount of town water and resources to sustain a limited ski operation. Any lift improvements on the front side should be placed in a position that will not impinge on the current park. We should take every measure to preserve the "Town Hill". We must also guard against over use of this incredible Ecosystem in Which we reside. Let's take the long View. Thank You for your effort and good luck moving forward. Matt T.

From: [Shane Rothman](#)
To: [Town Council](#)
Subject: Nice and quiet on Snow King
Date: Sunday, July 12, 2020 9:06:42 PM

Dear Mayor and Council,

I just wanted to let you all know how amazingly peaceful it is on Snow King after about 7:30, once all of the customers and employees funnel out. I am so incredibly thankful that the coaster etc is closing at 7pm this summer. Please consider taking an evening stroll out there to beat the heat and the crowds, and you will likely agree that having these easily accessible slopes is perhaps the most priceless benefit of living in this town!

It is currently 8:52, and I cannot imagine hearing hordes of shriekers ruining nights like this for eternity. It's time to draw the line on what is appropriate out there. 7pm closures are still plenty gratuitous, and plenty of local residents would be grateful to know that the "Town Hill" could permanently offer us an ideal escape from our increasingly busy town, roads, trailheads, rivers, and national parks. I sincerely hope that even the SK executives will eventually acknowledge this, and I certainly hope you all will too.

Sincerely,
Shane Rothman(&Whitney Ballard)
980 Snow King Drive

From: [Douglas Vogel](#)
To: [Town Council](#)
Subject: CUP for Snow King expansions and operations
Date: Tuesday, July 14, 2020 1:11:11 PM

Dear Jackson Town Councillors,

I am writing to voice my concern for the expansion and operations efforts now underway for Snow King Resort. I do not support anything other than a very modest Zip Line. I think in the order of 200 yards should be sufficient .

I also am concerned about late evening Gondola service to the proposed restaurant on top. I would think an 8 pm stopping time should also be sufficient.

I am a Wilson resident . I live at 6125 Burcher Rd.

I appreciate being able to voice my concerns about town matters.

Thank You,

Douglas Vogel



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: JULY 2, 2020

SUBMITTING DEPARTMENT: COMMUNITY
DEVELOPMENT

MEETING DATE: JULY 20, 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. This item was continued at the July 6, 2020, regular Town Council meeting due to lack of time on the agenda. There have been minor changes made to the staff report since the July 6, 2020 report.

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.

- o 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.
- o This section describes what occurs when the lease expires, regarding the Removal and Restoration of improvements.
- o 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.**
 - o 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.
 - o 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.**
 - o 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



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 MOTION

I move to direct staff to finalize the draft lease agreement between the Town of Jackson and Snow King Mountain as outlined in this report based upon the direction provided at this meeting as follows:

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TOWN OF JACKSON PLANNING COMMISSION AGENDA DOCUMENTATION

PREPARATION DATE: JULY 16, 2020
MEETING DATE: JULY 20, 2020

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: PAUL ANTHONY
PRESENTER: PAUL ANTHONY

SUBJECT: **ITEM P20-045:** APPROVAL OF FINAL DEVELOPMENT PLAN FOR PHASE 2 OF POWDERHORN EMPLOYEE HOUSING PUD

APPLICANT: BILL COLLINS FOR POWDERHORN HOUSING LLC

REQUESTED ACTION

The applicant is requesting approval of a Development Plan for Phase 2 (final phase) of the Powderhorn Employee Housing Planned Unit Development (PUD).

NOTE: Due to the large number of planning items on the Council's agenda, staff is requesting that this item be continued to the next regularly scheduled Council meeting on August 3, 2020.

SUGGESTED MOTIONS

I move to continue item P20-045 to the Council's regular meeting on August 3, 2020.



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Administration

PRESENTER: Lea Colasuonno

MEETING DATE: July 20, 2020

SUBJECT: Emergency Ordinance 1256 Requiring Face Coverings

STATEMENT/PURPOSE

The Town Council has the authority to adopt emergency ordinances as they deem necessary.

BACKGROUND/ALTERNATIVES

At the special Town Council meeting on July 3, the Town Council passed emergency ordinance 1255 requiring face coverings in specific circumstances. That ordinance expires on July 20 at midnight. Because a countywide public health order has not yet been enacted, the Council may want to pass another emergency ordinance extending the face covering requirement through August 17 at midnight. This would allow an additional month for a public health order to be enacted. The Town Attorney has made a change to address minors and municipal court jurisdiction and the ordinance now exempts persons under 18 years of age. An emergency ordinance does not require 3 readings nor does it require 10 days to elapse between first and third readings.

Wyoming Statutes speak to emergency ordinances as follows:

15-1-115. Ordinances; form and style; presumption; manner of enactment; vote required.

(c) Every ordinance shall be publicly read on three (3) different days. Public reading may be by title only. At least ten (10) days shall elapse between the introduction and final passage of every ordinance. For an emergency ordinance, the requirements of this section may be suspended by the affirmative vote of three-fourths (3/4) of the qualified members of the governing body. No franchise may be granted by emergency ordinance.

(d) Passage of an ordinance requires the affirmative vote of the majority of the qualified members of the governing body. Passage of an emergency ordinance requires the affirmative vote of three-fourths (3/4) of the qualified members of the governing body.

15-1-116. Ordinances; publication required; exception; attestation; recodification or revision.

(a) Every ordinance before becoming effective shall be published at least once in a newspaper of general circulation, which maintains a physical office at which advertisements are accepted and which is open to the public during regularly set business hours within the boundaries of the city or town. The newspaper shall publish the ordinance within nine (9) days from the date of receipt. If there is no such newspaper, the ordinance shall be posted for at least ten (10) days in the city clerk's office and in such other places as the governing body determines. Emergency ordinances are effective upon proclamation of the mayor, and as soon thereafter as is practicable they shall be published and posted in the manner required of other ordinances.

The Town Council has several options available to them including:

1. Move to read the ordinance in short title, read the ordinance in short title, suspend the provisions of 15-1-115(c) of the Wyoming Statutes and adopt Emergency Ordinance 1256 as presented.
2. Take no action thereby allowing the face covering requirement ordinance to expire at midnight.
3. Other.

COMPREHENSIVE PLAN ALIGNMENT

In order to maintain our quality of life and provide quality community services, the safety of employees, the public, and the business community needs protection.

STAKEHOLDER ANALYSIS

The stakeholders include all residents and guests of the Jackson Hole Community, all businesses, employees, and those most vulnerable members of the population. Because of our visitation, a ripple effect for stakeholders across the United States must also be considered.

FISCAL IMPACT

The fiscal impact to the Town of Jackson of adoption and enforcement of an ordinance requiring face coverings is unknown. It could result in more or less tourism/guest visitation if travelers come and stay in Jackson because of the requirement or if they avoid Jackson because of the requirement. There may be fiscal impacts to enforcement based on challenges to the ordinance. There are known fiscal impacts related to ordinance passage including advertising, this ordinance would cost between \$600 and \$700.

STAFF IMPACT

The staff impact is significant as it relates to law enforcement calls for service, compliance, and potential legal challenge. The Town Attorney has spent a notable amount of time drafting the original ordinance and providing legal review. The staff impact of passage of an ordinance includes time spent by the Town Clerk codifying the ordinance, archiving for permanent record storage, updating the website, etc.

LEGAL REVIEW

Ongoing.

ATTACHMENTS

Emergency Ordinance 1256.

RECOMMENDATION

Staff makes no recommendation.

SUGGESTED MOTION

Should the Council wish to take action, ***after a successful motion to read the ordinance in short title***, motions would include:

1. I move to suspend the requirements for three (3) public reading of ordinances under W.S. § 15-1-115(c).
2. I move to approve Emergency Ordinance 1256 attached hereto amending and reenacting a Face Covering requirement in limited places within the Town of Jackson for the immediate preservation of the public peace, health, safety or welfare to:
 - a. prevent and slow the potential spread of COVID-19;
 - b. significantly reduce likelihood of overwhelming the strain on the local health care and emergency service systems; and
 - c. declare an emergency, and provide for an effective date and time for termination.

ORDINANCE 1256

AN EMERGENCY ORDINANCE AMENDING AND REENACTING ORDINANCE 1256 REQUIRING THE WEARING OF FACE COVERINGS IN LIMITED PLACES IN THE TOWN OF JACKSON, WITH EXCEPTIONS; DECLARING AN EMERGENCY, PROVIDING FOR AN EFFECTIVE DATE AND A TIME FOR TERMINATION.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED, THAT:

WHEREAS, Wyo. Stat. Ann. §15-1-103(a)(xviii) empowers “[t]he governing bodies of all cities and towns [to]: . . . [r]egulate . . . conduct which disturbs or jeopardizes the public health, safety, peace or morality, in any public or private place” and the Town finds that the conduct regulated by this Ordinance severely jeopardizes the health, safety, welfare and lives of the residents of the Town of Jackson; and

WHEREAS, Wyo. Stat. Ann. §15-1-103(a)(xli) empowers “[t]he governing bodies of all cities and towns [to]: . . . [a]dopt ordinances, resolutions and regulations, including regulations not in conflict with this act and necessary for the health, safety and welfare of the city or town, necessary to give effect to the powers conferred by this act” and the Town finds that this Ordinance is not in conflict with state statute and that this Ordinance is necessary for and to preserve the health, safety, welfare and lives of the residents of the Town of Jackson; and

WHEREAS, Wyo. Stat. Ann. §15-1-103(xix) empowers “[t]he governing bodies of all cities and towns [to]: . . . declare and abate nuisances and impose fines upon parties who create, continue or permit nuisances to exist” and the Town finds that COVID-19 is a life-threatening public nuisance and that this Ordinance is necessary to abate the nuisance of COVID-19 to protect and preserve the health, safety, welfare and lives of the residents of the Town of Jackson; and

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 1,267 confirmed cases of COVID-19 in Wyoming as of July 3, 2020, and 103 confirmed cases of COVID-19 in Teton County as of July 3, 2020, and 106 individuals quarantined for COVID-19 in Teton County as of July 3, 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, “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; and

WHEREAS, 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, including Vail, CO; Park City, UT and Sun Valley/Ketchum, ID; and

WHEREAS, Teton County is experiencing increasing numbers of visitors from outside Teton 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; 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 pre-symptomatic) 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 3000 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 new coronavirus disease 2019 (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 pre-symptomatic 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 (30). 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 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 countries that did not wear masks."; and

WHEREAS, in the most comprehensive, systematic review and meta-analysis of face coverings published to date 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, decreased transmissibility due to face covering use could substantially reduce the death toll and economic impact while the cost of the intervention is low.

SECTION I.

1. Definitions.

- a. "Face Covering," as used in this Ordinance, means a covering made of cloth, fabric, or other soft or permeable material, without holes, that covers the nose and mouth and surrounding areas of the lower face. A Face Covering may be factory-made or may be handmade and improvised from ordinary household materials. Face Coverings need to cover the nose and mouth in compliance with the Center for Disease Control and Prevention's guidance on wearing Face Coverings.
- b. "Place(s) of Business," as used in this Ordinance, means any facility, building, or structure operated by or for a business engaged in the sale or other transaction of any kind for anything of value in exchange for goods, commodities, services, or temporary lodging and that is open to the general public or by appointment, and includes, but is not limited to, grocery stores, retail stores, office buildings, restaurants and bars (including outdoor seating for such facilities), hotels and motels (excluding the rented room or suite), gyms and similar facilities; but not including religious or government facilities.
- c. "School or School Districts" means any public, private, or charter school or institution that provides education ranging from daycare through college.

2. All persons within the Town of Jackson must wear a Face Covering in the following situations:

- a. When they are inside or in line to enter any Place of Business; or

- b. When they are obtaining services at healthcare operations, including, but not limited to, hospitals, clinics, and walk-in health facilities, dentists, pharmacies, other healthcare facilities, behavioral health providers, dental offices, and facilities providing veterinary and similar healthcare services for animals, unless directed otherwise by an owner or agent of the healthcare operation; or
 - c. When riding on public transportation or paratransit, or while they are the driver of or a passenger in a taxi, private car service, shuttle, tour or ride-sharing vehicle.
- 3. A Face Covering is not required under the following circumstances:
 - a. Any individual who cannot wear a face covering because of a medical condition, mental health condition or developmental disability, and any individual who should not wear face coverings under the CDC guidance. A person is not required to provide documentation demonstrating that the person cannot medically tolerate wearing a Face Covering. Persons with disabilities who are unable to wear a mask must be provided reasonable accommodations per the Americans with Disabilities Act.
 - b. Individuals under 18 years of age.
 - c. When a person is seated at a table or the bar of a restaurant or other food service venue.
 - d. When actively exercising in a gym in accordance with State Health Orders, as amended.
 - e. School individuals (including students, administrators, and teachers) on or in School or School District facilities.
 - f. When an individual is in his or her work office.
 - g. Individuals while acting in their official capacity as a public safety employee or emergency responder. These include peace officers, firefighters, and other public safety or emergency medical personnel that support public safety operations.
 - h. Individuals complying with the directions of public safety employees or emergency responders as described in Section 3(g).

SECTION II.

The provisions of this Ordinance are effective through 11:59 p.m. on **August 17, 2020** unless sooner repealed, after which time they shall become null and void.

SECTION III.

If any section, 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.

Adoption of this Ordinance shall be by emergency ordinance provisions under suspension of rules and approved by not less than three quarters (3/4) of the qualified members of the

governing body as required and set forth in Section § 15-1-115 of the Wyoming Statutes. This Ordinance shall take effect immediately upon proclamation by the Mayor.

PASSED the _____ day of July 2020.

TOWN OF JACKSON

BY: _____

ATTEST:

Pete Muldoon, Mayor

Sandra. P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)

) ss.

COUNTY OF TETON)

I hereby certify that the foregoing emergency Ordinance No. 1256 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 July 2020. I further certify that the foregoing ordinance was duly recorded on Page **XXX** of Book **XXX** of the Ordinances of the Town of Jackson, Wyoming.

Sandra. P Birdyshaw, Town Clerk



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Legal

PRESENTER: Lea Colasuonno

MEETING DATE: July 20, 2020

SUBJECT: Franchise Agreement for AT&T Small Cell

STATEMENT/PURPOSE

The purpose is item to for Council to review the proposed Franchise Agreement between the Town of Jackson and AT&T.

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. These regulations focused on construction of towers on private property, not the public right-of-way.

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 and, specifically, their development in the right-of-way. 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.

The Franchise Agreement before Council is required in order for AT&T to develop Small Wireless Facilities within the Town. It 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.

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 right-of-way (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.

After execution of the Franchise Agreement, 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

Ordinance T

RECOMMENDATION

Staff recommends approval of the franchise ordinance.

SUGGESTED MOTIONS

I move to approve Ordinance T on first reading.

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

Signature

Date:_____

Print Name: _____

Its: _____

TOWN OF JACKSON,
a municipal corporation
of the State of Wyoming

Pete Muldoon, Mayor

Date:_____

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 and Sandra P. Birdyshaw as Town 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. _____

My commission Expires:

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision, and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE _____ DAY OF _____, 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

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 ____ 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 oversight 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 RESPONSIBILITIES 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.

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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.

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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

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

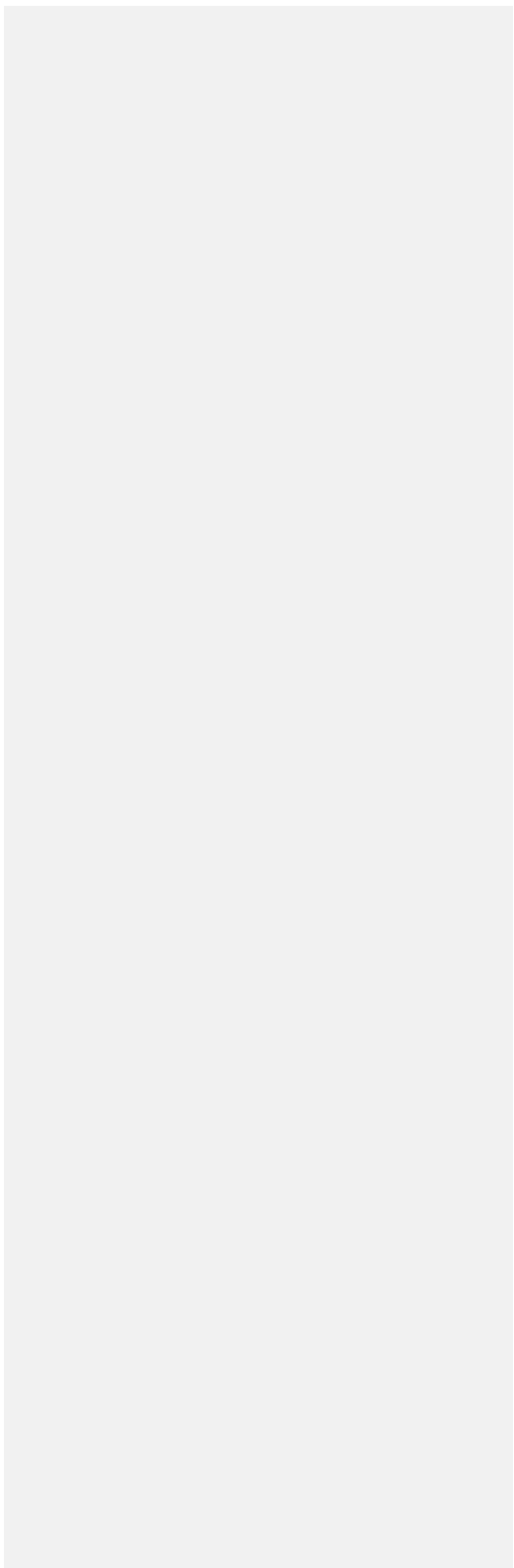
AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND SECTIONS 8.2.4.D, 8.2.4.F, 8.6.2.C, 8.7.1, 8.7.2, 8.7.3.F.2, 8.9.2.B, 8.9.4.A AND 8.10 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO ADD COMMUNITY DEVELOPMENT DIRECTOR DUTIES AND RESPONSIBILITIES AND PROVIDING FOR AN EFFECTIVE DATE.

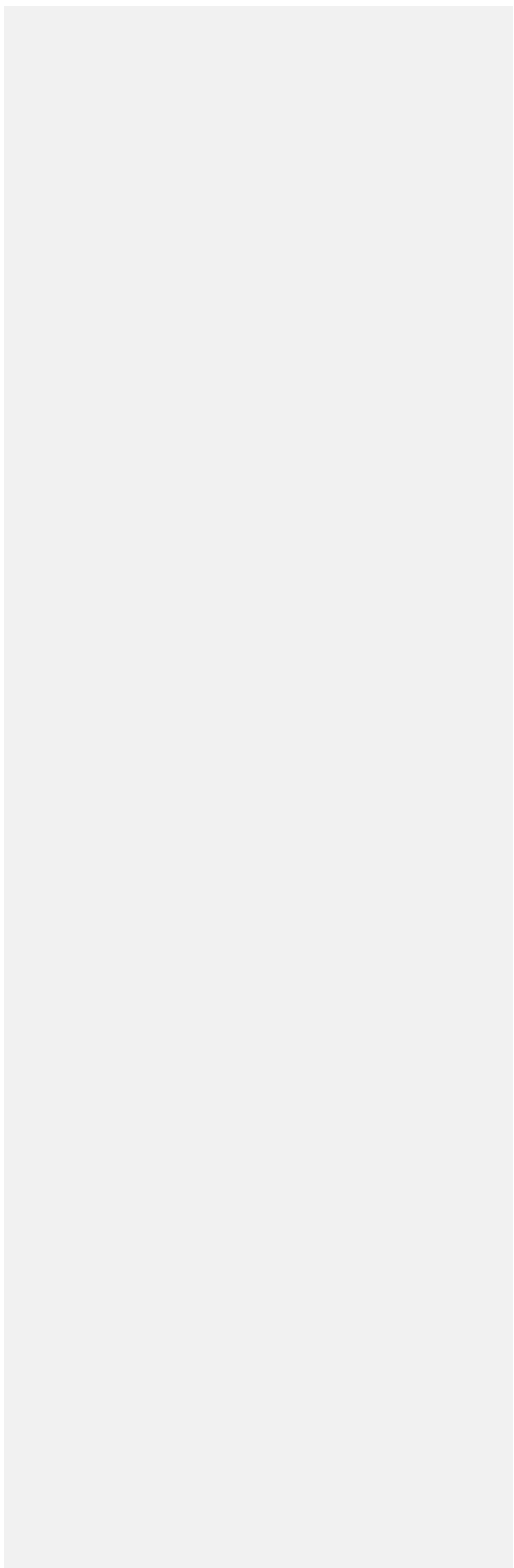
NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

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

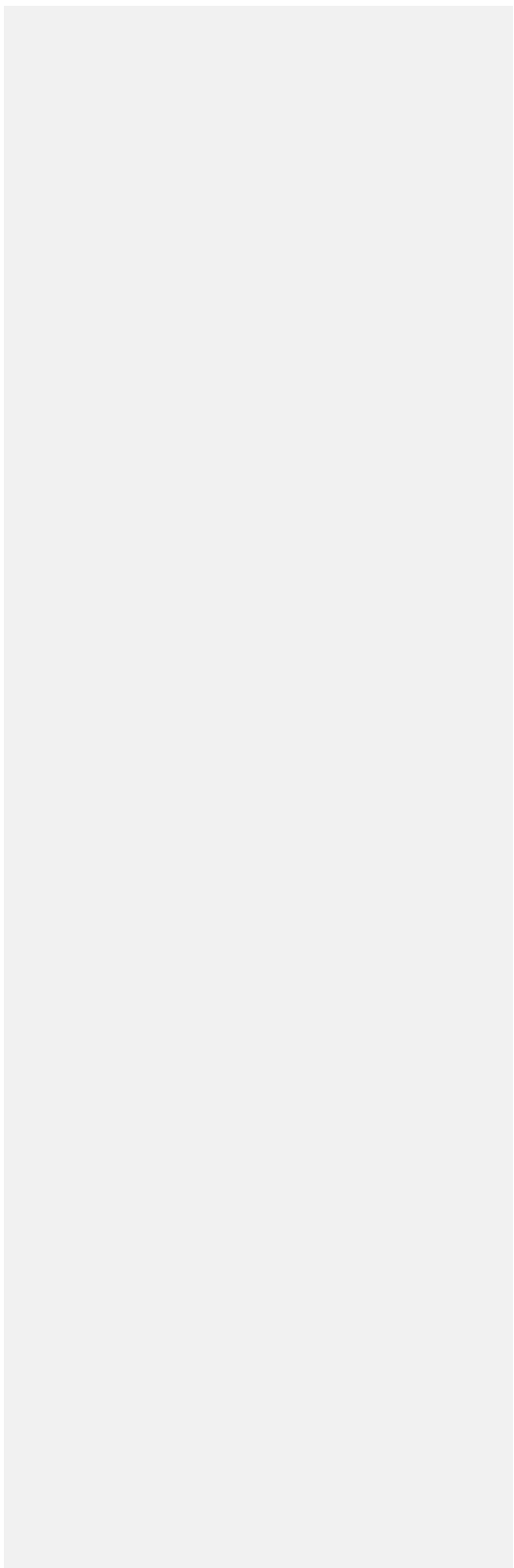
The application review process is intended to encourage efficient processing.

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.

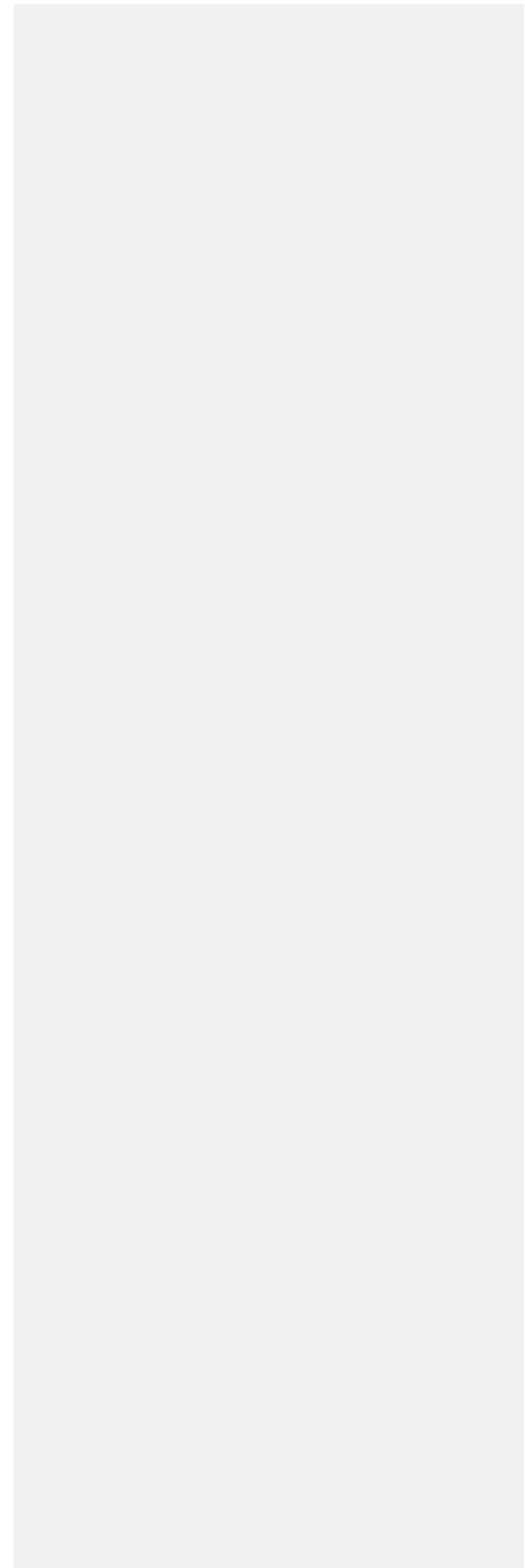
E. Expiration

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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Director

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.

Deleted: <#>To review the effectiveness of these LDRs and the Official Zoning Map in implementing the Comprehensive Plan; and¶

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

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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

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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

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8.10.5. Design Review Committee

- No changes

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8.10.6. Planning and Zoning Commission

- No changes

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8.10.7. Board of Adjustment

- No changes

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8.10.8. Town Council

- No changes

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8.10.9. Hearing Officer

- No changes

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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.

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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 oversight 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 RESPONSIBILITIES 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.

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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.

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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

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

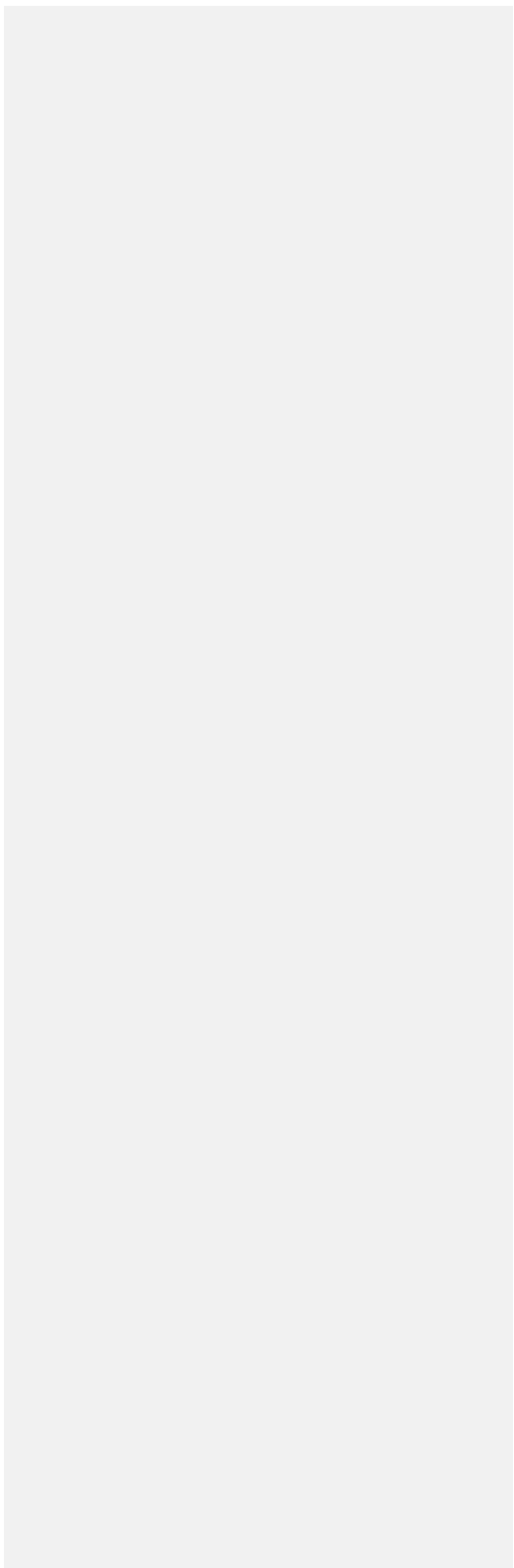
AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND SECTIONS 8.2.4.D, 8.2.4.F, 8.6.2.C, 8.7.1, 8.7.2, 8.7.3.F.2, 8.9.2.B, 8.9.4.A AND 8.10 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO ADD COMMUNITY DEVELOPMENT DIRECTOR DUTIES AND RESPONSIBILITIES AND PROVIDING FOR AN EFFECTIVE DATE.

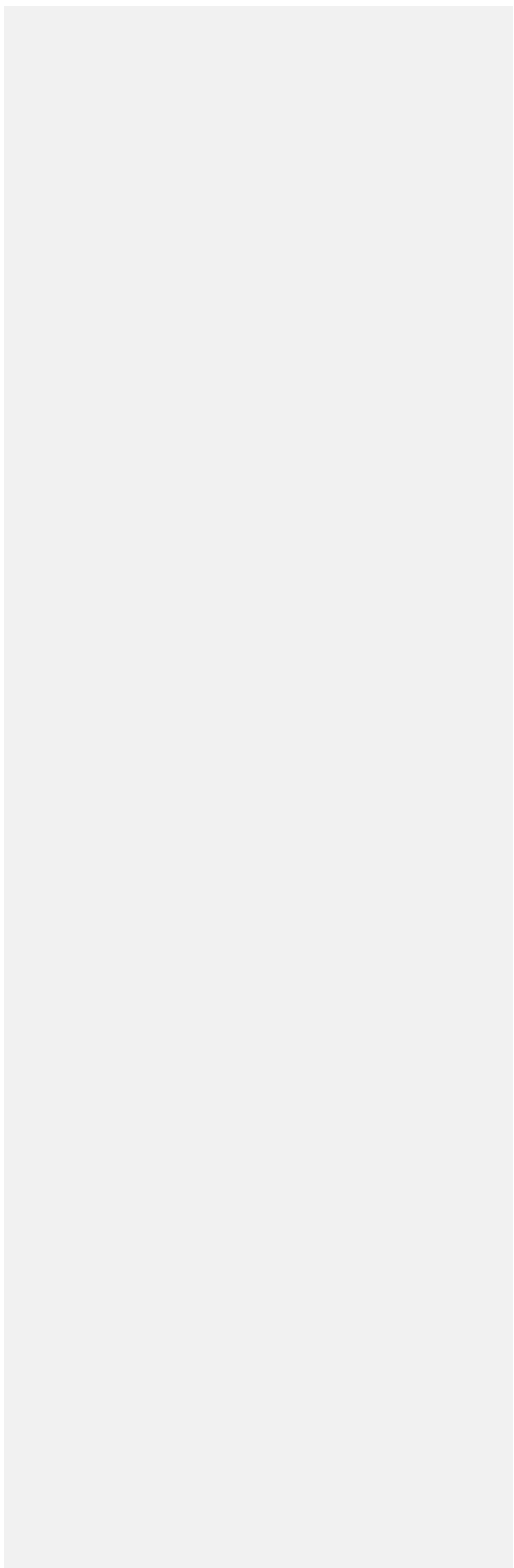
NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

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

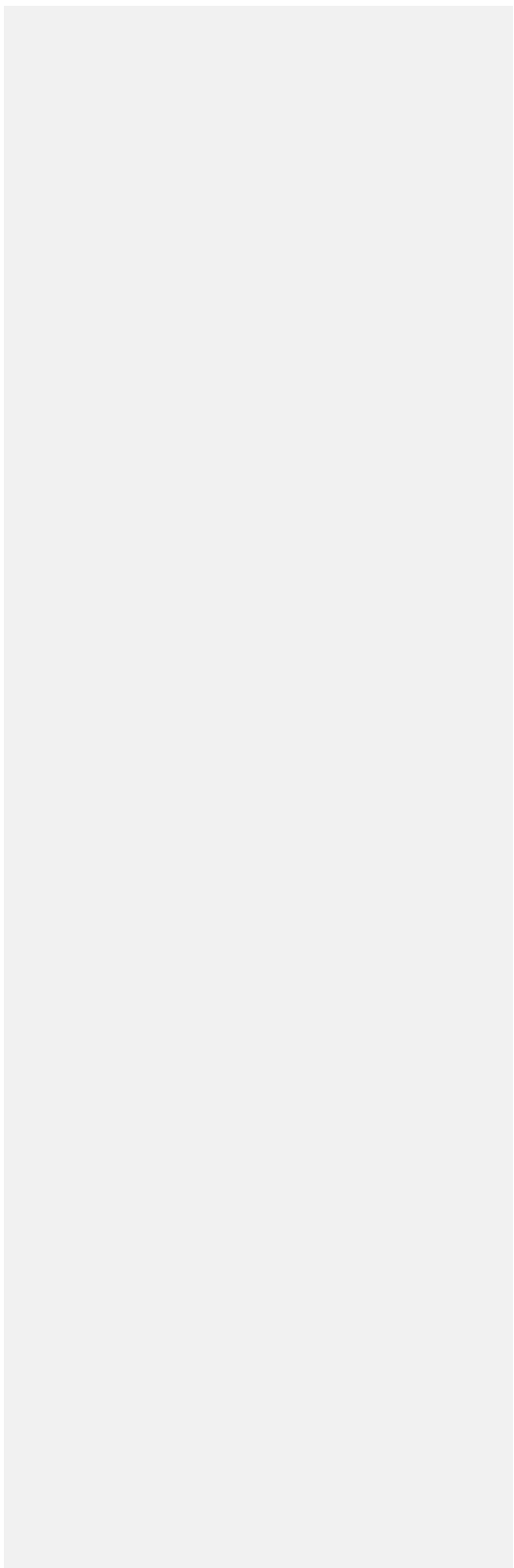
The application review process is intended to encourage efficient processing.

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.

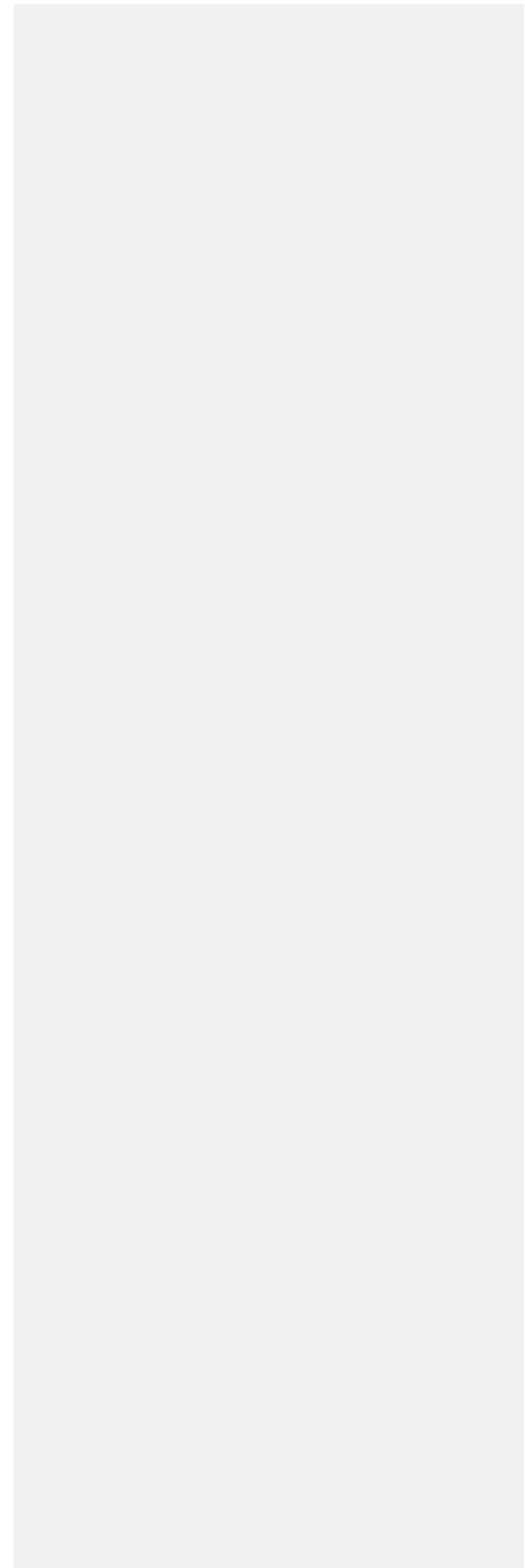
E. Expiration

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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Director

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.

Deleted: <#>To review the effectiveness of these LDRs and the Official Zoning Map in implementing the Comprehensive Plan; and¶

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

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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

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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

Deleted: 3

8.10.5. Design Review Committee

- No changes

Deleted: 4

8.10.6. Planning and Zoning Commission

- No changes

Deleted: 5

8.10.7. Board of Adjustment

- No changes

Deleted: 6

8.10.8. Town Council

- No changes

Deleted: 7

8.10.9. Hearing Officer

- No changes

Deleted: 8

8.10.10. Town Attorney

Deleted: 9

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

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Administration

PRESENTER: Lea Colasuonno

MEETING DATE: July 6, 2020

SUBJECT: Flavored Vape Product Prohibition Ordinance – First Reading

STATEMENT/PURPOSE

The Town Council continued first reading of Ordinance W at the May 18, 2020 Town Council meeting in order to address concerns regarding the ban on all flavored nicotine and they did not have time to get to the ordinance at the June 1, 2020 meeting.

BACKGROUND/ALTERNATIVES

The Town Council discussed issues related to banning all flavored nicotine products versus banning only flavored vape products, as well as other issues. Jodi Radke, Director of the Rocky Mountain/Great Plains Region of the Campaign for Tobacco-Free Kids raised concern about flavor enhancers and the need to include menthol as a flavor. Her concerns have been incorporated into the revised ordinance presented for first reading. Numerous others making public comment brought up a concern about banning only flavored vape versus banning all flavored tobacco products. The revised attached ordinance bans only flavored vape products and would not include a ban on flavored chewing tobacco or flavored regular cigarettes.

State law also allows the Town of Jackson to license nicotine retailers similar to liquor licensing. Requiring a license to sell nicotine and charging a fee for that license may lead to better compliance with underage sales prohibitions for regular nicotine products. Initial research conducted by the Town Clerk with other Wyoming municipalities did not result in much information due to a lack of results. It could be that the lack of response was due to COVID-19 and minimal staffing issues. The Jackson Police Department conducted some initial research and it appears there would be 15 establishments that would be subject to a nicotine license should the Council choose to pursue licensing. Should the Council be interested, it would be appropriate to direct staff to research this possibility, determine the fiscal and staff impacts of such a licensing program, meet with affected businesses to understand concerns and then report this information back to the Council at an upcoming workshop prior to the presentation of any kind of ordinance for first reading. Please understand that with the current situation of reduced staffing and cutbacks, asking staff to conduct additional research into this issue at this time and/or adding additional enforcement requirements should be given serious consideration prior to moving forward. Impacts of research or additional enforcement requirements would have implications on the Town Attorney, the Police Department, the Town Clerk's office and the Finance staff.

The Council has many options available to them including:

1. Accept the proposed changes to Ordinance W as presented and approve it on first reading.
2. Discuss Ordinance W, make changes, and adopt it as amended on first reading.
3. Adopt the Ordinance and also direct staff to research nicotine licensing in the Town of Jackson and bring the results of that research back to Council at an upcoming workshop, understanding it may be some time before research is presented due to the current staffing levels and workload.
4. Postpone action until further discussion can occur either at a workshop or regular meeting.
5. Take no action.
6. Other.

COMPREHENSIVE PLAN ALIGNMENT

Prohibiting the sale of flavored vape products would support Principle 1.2 – Preserve and enhance water and air quality in that it may reduce the use of flavored vape products as they would not be available for sale in the Town of Jackson.

STAKEHOLDER ANALYSIS

The stakeholders involved with this type of action would include retailers that sell these products, consumers of these products, health care providers serving patients that develop health issues as a result of using these products, parents of youth that will be assured the products cannot be obtained within Town limits, educators responsible for teaching youth that have nicotine in their system as a result of using these products, public health officials invested in protecting and improving the overall health of the community, etc.

FISCAL IMPACT

The fiscal impact of banning these sales may result in a marginal decrease in sales and use taxes. Ordinance passage has fiscal impacts associated with advertising. Upon passage of an ordinance, retailers would need to be educated about the change and this would be accomplished in the most cost-effective manner possible.

STAFF IMPACT

Staff impact of preparing/amending the draft ordinance continues to be notable and involves work from Lea Colasuonno, Town Attorney; Todd Smith, Chief of Police; Michelle Weber, Support/Training Sergeant; and Roxanne Robinson, Assistant Town Manager. Passage of the ordinance on third reading will require codification, education of the public, and enforcement by the Jackson Police Department. Should the Council also direct staff to research nicotine licensing, it would have a notable impact on staff. Additional hours would be required by the Town Attorney, Asst Town Manager, Town Clerk, Chief of Police, Support Sergeant and others. It may result in a combined additional 50-60 hours of staff time.

LEGAL ISSUES

Ongoing.

ATTACHMENTS

Ordinance W redline version.

RECOMMENDATION

Staff recommends Council accept the proposed changes to Ordinance W as presented and approve it on first reading.

SUGGESTED MOTION

I move to accept the proposed changes to Ordinance W as presented and approve it on first reading.

ORDINANCE W

AN ORDINANCE ADDING CHAPTER 8.35 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON PROHIBITING THE SALE OF FLAVORED ELECTRONIC CIGARETTES OR FLAVORED VAPOR MATERIAL 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.

There is hereby added Chapter 8.35 of Title 8 Sale of Flavored Electronic Cigarettes or Flavored Vapor Material Prohibited of the Municipal Code of the Town of Jackson as follows:

CHAPTER 8.35
SALE OF FLAVORED ELECTRONIC CIGARETTES OR FLAVORED VAPOR MATERIAL
PROHIBITED

Sections:

8.35.010	Legislative Findings
8.35.020	Purpose
8.35.030	Definitions
8.35.040	Sale of Flavored Tobacco Products Prohibited
8.35.050	Reverse Preemption

8.35.010 Legislative Findings

WHEREAS, the Town of Jackson, Wyoming (“Town”) is a municipal corporation existing pursuant to the laws of the Wyoming Constitution, the Wyoming Statutes, and the Town Charter; and

WHEREAS, the Town has a responsibility to protect the health of its youth, citizens and guests; and

WHEREAS, the use of tobacco products by the children is a pediatric disease of considerable proportions that results in new generations of tobacco-dependent children and adults; and

WHEREAS, a consensus exists within the scientific and medical communities that tobacco products are inherently dangerous and cause cancer, heart disease, and other serious adverse health effects; and

WHEREAS, nicotine is an addictive drug; and

WHEREAS, the Town Council finds and determines that prohibiting the sale of flavored electronic cigarettes or flavored vapor material would help address the health problems associated with such use by youth in the community, and would be in the best interest of the public health, safety, and welfare of the Town.

8.35.020 Purpose

This chapter is enacted to prohibit the sale of flavored tobacco products within the Town of Jackson.

8.35.030 Definitions

As used in this Chapter the following definitions apply:

- A. **Characterizing Flavor** means any distinguishable taste or aroma, other than the taste or aroma of tobacco, imparted either prior to or, during consumption of a tobacco product or Component Part thereof, including, but not limited to, tastes or aromas relating to any fruit, mint, menthol, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, herb or spice and concepts such as spicy, arctic, ice, cool, warm, hot, mellow, fresh, and breeze or any “concept flavor” that imparts a taste or aroma that is distinguishable from tobacco flavor but may not relate to any particular known flavor; provided, however, that no tobacco product shall be determined to have a Characterizing Flavor solely because of the use of additives or flavorings or the provision of ingredient information.
- B. **Distinguishable** means perceivable by the sense of smell or taste.
- C. **Electronic Cigarette** shall have the meaning set forth in Wyo. Stat. § 14-3-301, as amended.
- D. **Flavor Enhancer** means any product designed, manufactured, produced, marketed or sold to produce a Characterizing Flavor when added to any unflavored Electronic Cigarette.
- E. **Flavored Electronic Cigarette** means any Electronic Cigarette that imparts a Characterizing Flavor. A public statement or claim made or disseminated by the manufacturer of an Electronic Cigarette, or by any person authorized or permitted by the manufacturer to make or disseminate public statements

concerning such Electronic Cigarette, that such Electronic Cigarette has or produces a Characterizing Flavor and/or usage of text or images, or both, on the Electronic Cigarette labeling or packaging to explicitly or implicitly indicate that the Electronic Cigarette imparts a Characterizing Flavor, shall constitute presumptive evidence that such Electronic Cigarette is a Flavored Electronic Cigarette.

- F. **Flavored Vapor Material** means any Vapor Material that imparts a Characterizing Flavor. A public statement or claim made or disseminated by the manufacturer of a Vapor Material, or by any person authorized or permitted by the manufacturer to make or disseminate public statements concerning such Vapor Material, that such Vapor Material has or produces a Characterizing Flavor and/or usage of text or images, or both, on the Vapor Material labeling or packaging to explicitly or implicitly indicate that the Vapor Material imparts a Characterizing Flavor, shall constitute presumptive evidence that such Vapor Material is a Flavored Vapor Material.
- G. **Manufacturer** means a person that manufactures or produces a tobacco product.
- H. **Vapor Material** shall have the meaning set forth in Wyo. Stat. § 14-3-301, as amended.

8.35.040 Sale of Flavored Electronic Cigarettes or Flavored Vapor Material Products Prohibited
It shall be unlawful for any person to sell or offer for sale or provide free manufacturer-provided samples of any Flavored Electronic Cigarettes or Flavored Vapor Material to a person.

8.35.050 Reverse Preemption
This Chapter shall be null and void on the day that statewide or federal legislation goes into effect, incorporating either the same or substantially similar provisions as are contained in this Chapter, or in the event that a pertinent state or federal administrative agency issues and promulgates regulations preempting such action by the Town of Jackson.

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 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

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 W

AN ORDINANCE ADDING CHAPTER 8.35 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON PROHIBITING THE SALE OF FLAVORED ELECTRONIC CIGARETTES OR FLAVORED VAPOR MATERIAL ~~TOBACCO PRODUCTS~~ 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.

There is hereby added Chapter 8.35 of Title 8 Sale of Flavored Electronic Cigarettes or Flavored Vapor Material ~~Tobacco Products~~ Prohibited of the Municipal Code of the Town of Jackson as follows:

CHAPTER 8.35
SALE OF FLAVORED ELECTRONIC CIGARETTES OR FLAVORED VAPOR MATERIAL
PROHIBITED

Sections:

8.35.010	Legislative Findings
8.35.020	Purpose
8.35.030	Definitions
8.35.040	Sale of Flavored Tobacco Products Prohibited
<u>8.35.050</u>	<u>Reverse Preemption</u>

8.35.010 Legislative Findings

WHEREAS, the Town of Jackson, Wyoming (“Town”) is a municipal corporation existing pursuant to the laws of the Wyoming Constitution, the Wyoming Statutes, and the Town Charter; and

WHEREAS, the Town has a responsibility to protect the health of its youth, citizens and guests; and

WHEREAS, the use of tobacco products by the children is a pediatric disease of considerable proportions that results in new generations of tobacco-dependent children and adults; and

WHEREAS, a consensus exists within the scientific and medical communities that tobacco products are inherently dangerous and cause cancer, heart disease, and other serious adverse health effects; and

WHEREAS, nicotine is an addictive drug; and

WHEREAS, the Town Council finds and determines that prohibiting the sale of flavored electronic cigarettes or flavored vapor material would help address the health problems associated with such use by youth in the community, and would be in the best interest of the public health, safety, and welfare of the Town.

8.35.020 Purpose

This chapter is enacted to prohibit the sale of flavored tobacco products within the Town of Jackson.

8.35.030 Definitions

As used in this Chapter the following definitions apply:

~~A. Cigarette means any product that contains nicotine, is intended to be burned or heated under ordinary conditions of use, and consists of or contains: (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco; (2) tobacco, in any form, that is functional in the product, which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette; or (3) any roll of tobacco wrapped in any substance containing tobacco which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to or purchased by, consumers as a cigarette described in clause (1) of this definition.~~

~~B.A.~~ Characterizing Flavor means any distinguishable taste or aroma, other than the taste or aroma of tobacco ~~or menthol~~, imparted either prior to or, during consumption of a tobacco product or Component Part thereof, including, but not limited to, tastes or aromas relating to any fruit, mint, menthol, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, herb or spice and concepts such as spicy, arctic, ice, cool, warm, hot, mellow, fresh, and breeze or any “concept flavor” that imparts a taste or aroma that is distinguishable from tobacco flavor but may not relate to any particular known flavor; provided, however, that no tobacco product shall be determined to have a

Characterizing Flavor solely because of the use of additives or flavorings or the provision of ingredient information.

B. **Distinguishable** means perceivable by the sense of smell or taste.

C. **Electronic Cigarette** shall have the meaning set forth in Wyo. Stat. § 14-3-301, as amended.

D. **Flavor Enhancer** means any product designed, manufactured, produced, marketed or sold to produce a Characterizing Flavor when added to any unflavored Electronic Cigarette.

E. **Flavored Electronic Cigarette** means any Electronic Cigarette that imparts a Characterizing Flavor. A public statement or claim made or disseminated by the manufacturer of an Electronic Cigarette, or by any person authorized or permitted by the manufacturer to make or disseminate public statements concerning such Electronic Cigarette, that such Electronic Cigarette has or produces a Characterizing Flavor and/or usage of text or images, or both, on the Electronic Cigarette labeling or packaging to explicitly or implicitly indicate that the Electronic Cigarette imparts a Characterizing Flavor, shall constitute presumptive evidence that such Electronic Cigarette is a Flavored Electronic Cigarette.

F. **Flavored Vapor Material** means any Vapor Material that imparts a Characterizing Flavor. A public statement or claim made or disseminated by the manufacturer of a Vapor Material, or by any person authorized or permitted by the manufacturer to make or disseminate public statements concerning such Vapor Material, that such Vapor Material has or produces a Characterizing Flavor and/or usage of text or images, or both, on the Vapor Material labeling or packaging to explicitly or implicitly indicate that the Vapor Material imparts a Characterizing Flavor, shall constitute presumptive evidence that such Vapor Material is a Flavored Vapor Material.

G. **Flavored Tobacco Product** means any Tobacco Product, or any Component Part thereof, that contains a Constituent that imparts a Characterizing Flavor. A public statement or claim made or disseminated by the manufacturer of a Tobacco Product or by any person authorized or permitted by the manufacturer to make or disseminate public statements concerning such Tobacco Product, that such Tobacco Product has or produces a Characterizing Flavor shall constitute presumptive evidence that the Tobacco Product is a Flavored Tobacco Product.

D. **Tobacco Product** means any product containing tobacco or nicotine, be it natural, synthetic or derived from plant based inputs and regardless of the method of derivation, including but not limited to cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, bidis, snus, dissolvable tobacco products, and electronic cigarette; provided, however, that such term shall not include: (1) cigarettes, including those cigarettes subject to the Special Rule for Cigarettes relating to characterizing flavors of the federal Family Smoking and Tobacco Prevention Act and (2) any product that has been approved by the U.S. Food and Drug Administration pursuant to its authority over drugs.

G. **Manufacturer** means a person that manufactures or produces a tobacco product.

E.H. **Vapor Material** shall have the meaning set forth in Wyo. Stat. § 14-3-301, as amended.

8.35.040 Sale of Flavored Electronic Cigarettes or Flavored Vapor Material ~~Tobacco Products~~ Prohibited

It shall be unlawful for any person to sell or offer for sale or provide free manufacturer-provided samples of any Flavored Electronic Cigarettes or Flavored Vapor Material ~~Tobacco Product~~ to a person.

8.35.050 Reverse Preemption

This Chapter shall be null and void on the day that statewide or federal legislation goes into effect, incorporating either the same or substantially similar provisions as are contained in this Chapter, or in the event that a pertinent state or federal administrative agency issues and promulgates regulations preempting such action by the Town of Jackson.

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 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

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 20, 2020

RE: Town Manager's Report

July Sales and Lodging Tax

The Town budgeted a total of \$7,125,081 in sales tax for FY21. July collections are down 20.5% over the same collection period last year and we are leading budget projections by \$322,893 so far. Please remember that we have 11 remaining months in the fiscal year before we can realize any additional revenue over what was budgeted. July 2020 revenue represents collections from May 2020.

The Town budgeted a total of \$445,499 in lodging tax revenues for FY21 from the 30% visitor impact portion combined with the 10% general fund portion. We have collected \$20,249 so far in FY21 which is 4.5% of total projected collections. July 2020 revenue represents May 2020 collections. These amounts are tracked through the Special Revenue Fund for the Lodging Tax.

Temporary Chamber Information in Home Ranch Welcome Center

In 2017 the Town of Jackson entered into an MOU with the Chamber of Commerce to allow a staff presence at the Home Ranch Welcome Center. In 2018, the Town Council approved an amendment to that MOU to reduce the staff presence during the winter and adjust the hours. Because the Visitor Center at the north end of Cache has determined that it is not reopening for the summer season due to COVID, the Chamber of Commerce is requesting permission to add 2 racks of brochures from Chamber members and a magazine rack. These racks would be approximately 6 ft tall and 4 sided with pamphlets along with an additional magazine rack. The Town of Jackson would assist with and approve the placement of the racks inside this facility. These racks would only be allowed on a temporary basis through mid-September, again, due to the Visitor Center not reopening. With the acceptance of the Town Manager's report into the record, staff will work with the Chamber to place these racks inside the Home Ranch Welcome Center on a temporary basis through mid-September.

Downtown Trash

During the end of FY20 and the beginning of FY21, staff made significant COVID cuts to our downtown trash collection schedule. The Town has 74 trashcans that, on a normal year, are serviced seven days a week from May to October. Since May of this year, staff cut the service to four times a week. With an increased demand in restaurant take-out and overall higher levels of tourism than anticipated, we are experiencing higher trash volumes. At the moment, the Streets Division is handling pickup every other day and this is proving difficult to maintain while also maintaining their other core

services. It has also been difficult servicing trashcans on the weekends and some have overflowed onto the sidewalk/boardwalk areas. Further, Parks and Rec is also seeking additional help removing trash from the Town Square. Staff is seeking Council support for an amendment to our downtown collection service at a cost of \$17,000 and an amendment to the Parks and Rec budget (Town portion of 45%) of \$1,300 for trash collection in the Town Square. The total request is for \$18,300. Cleanliness in the downtown is critical for our tourist economy and for the environment. With the acceptance of the Town Manager's report into the record, staff will amend these service contracts and present the increase in the first budget amendment for FY21.

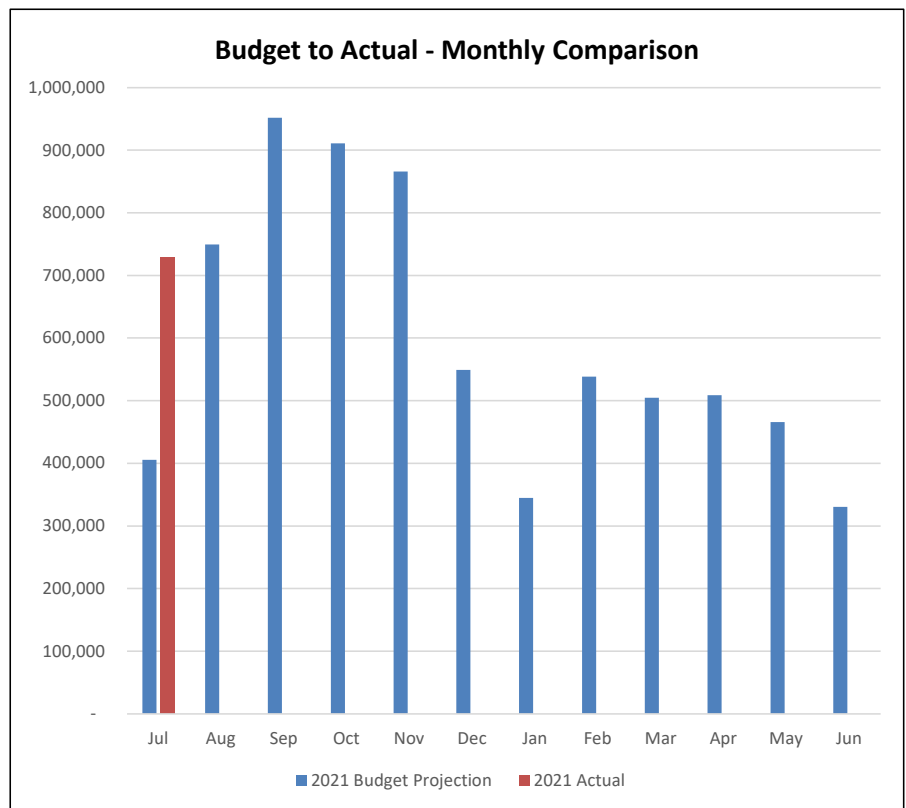
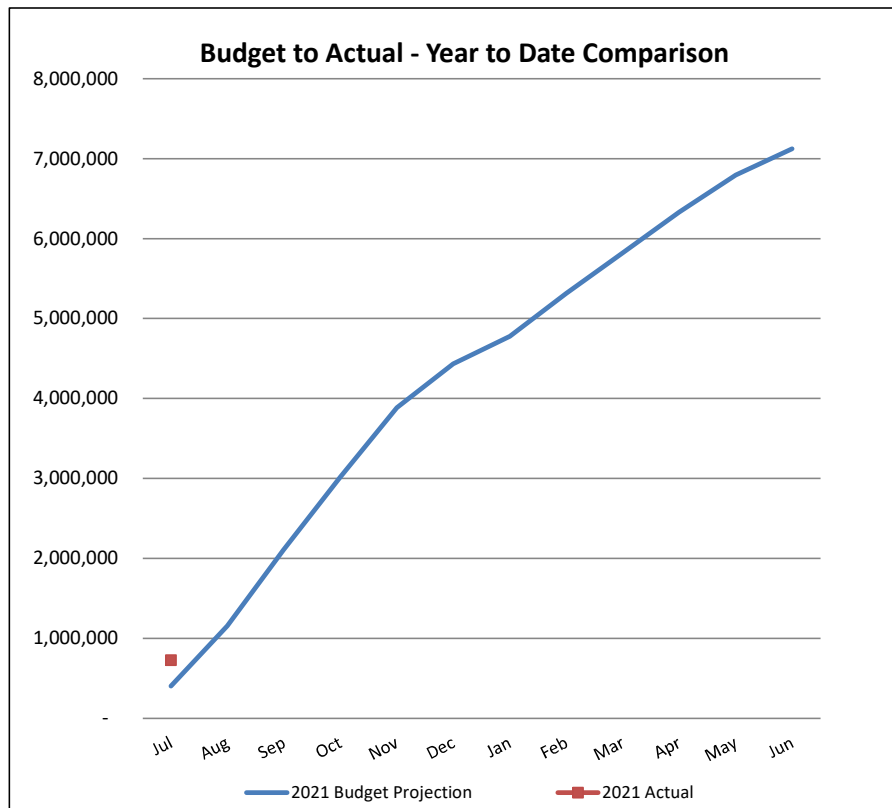
Town Square and Historic Preservation LDR Update

This is an upcoming item for the Town Council that staff believes will need several hours to get through and would best be considered at a separate workshop. At the Town Council retreat in January, Council agreed to reserve the 2nd Monday of the month for additional workshops as needed. Paul Anthony, Planning Director is requesting 2 hours for this special workshop in September. Because the JIM in September moves from September 7 to September 14 due to Memorial Day, the 3-5pm time slot is already taken. Staff is suggesting either 10AM – 12PM that day or 1PM – 3PM that day. With the acceptance of the Town Manager's report, staff will schedule a special Town Council meeting for 1PM – 3PM on September 14 for this topic. Should Council wish to consider a separate date or time, please bring this up for discussion during the Town Manager's report.

TOWN OF JACKSON, WYOMING
SALES TAX COLLECTIONS (4% and 1%)
July-20

Receipt Month	17/18				18/19				19/20			20/21			12 Mth Rolling Sales Avg	Month
	FY2017	FY2018	17/18 Change	Percent Change	FY2019	18/19 Change	Percent Change	FY2020	19/20 Change	Percent Change	FY2021	20/21 Change	Percent Change			
Jul	\$ 807,564	\$ 807,972	\$ 408	0.1%	\$ 890,746	\$ 82,774	10.2%	\$ 916,280	\$ 25,534	2.9%	\$ 728,603	\$ (187,677)	-20.5%	2.2%	May	
Aug	1,411,501	1,551,376	139,875	9.9%	1,711,050	159,674	10.3%	1,695,936	(15,114)	-0.9%	----	----	----	----	Jun	
Sep	1,920,244	1,971,647	51,402	2.7%	1,979,587	7,941	0.4%	2,106,619	127,032	6.4%	----	----	----	----	Jul	
Oct	1,665,117	1,897,973	232,856	14.0%	1,868,746	(29,227)	-1.5%	2,084,456	215,710	11.5%	----	----	----	----	Aug	
Nov	1,533,746	1,850,527	316,781	20.7%	1,877,983	27,456	1.5%	2,203,274	325,291	17.3%	----	----	----	----	Sep	
Dec	1,046,289	1,054,095	7,806	0.7%	1,335,327	281,232	26.7%	1,154,908	(180,419)	-13.5%	----	----	----	----	Oct	
Jan	655,026	680,672	25,645	3.9%	745,047	64,375	9.5%	842,559	97,512	13.1%	----	----	----	----	Nov	
Feb	1,032,128	1,166,026	133,898	13.0%	1,195,892	29,866	2.6%	1,293,430	97,538	8.2%	----	----	----	----	Dec	
Mar	947,188	1,066,105	118,917	12.6%	1,110,735	44,630	4.2%	1,188,379	77,644	7.0%	----	----	----	----	Jan	
Apr	859,580	1,041,459	181,879	21.2%	1,120,136	78,677	7.6%	1,272,892	152,756	13.6%	----	----	----	----	Feb	
May	874,371	1,010,453	136,082	15.6%	1,138,194	127,740	12.6%	874,624	(263,570)	-23.2%	----	----	----	----	Mar	
Jun	660,771	728,398	67,628	10.2%	730,042	1,644	0.2%	621,631	(108,411)	-14.8%	----	----	----	----	Apr	
Totals	\$ 13,413,526	\$ 14,826,704	\$ 1,413,178	10.5%	\$ 15,703,484	\$ 876,780	5.9%	\$ 16,254,987	\$ 551,503	3.5%	\$ 728,603	\$ (187,677)	-20.5%			

Budgeted Sales Tax for FY 2021 -50% \$ 7,125,081
Budgeted Sales Tax Year-to-Date 405,710
Actual Sales Tax Collected Year-to-Date 728,603
Leading (Lagging) Budget - through July \$ 322,893



TOWN OF JACKSON, WYOMING
LODGING TAX REPORT
 July-20

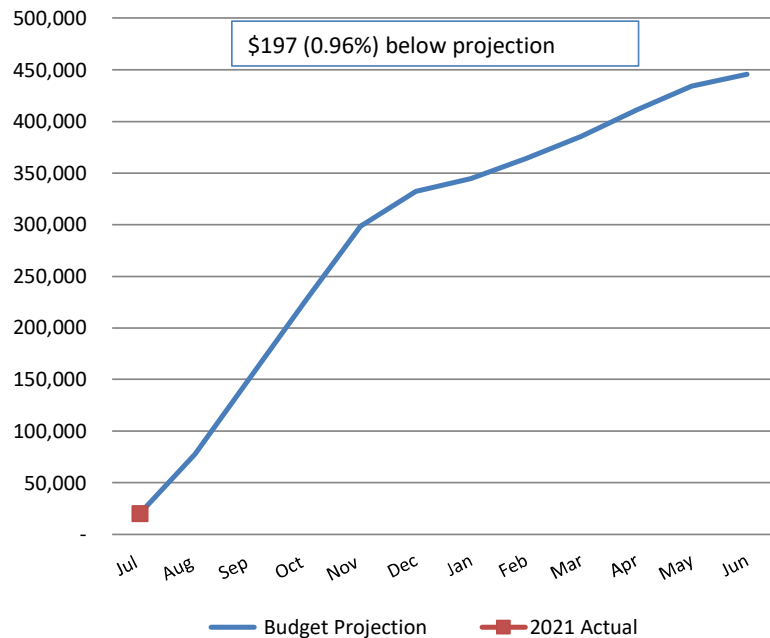
Month Received (2 mos. lag)	Lodging Tax - Total				Town				County			
	Total	Promotion T&T Board	Visitor Impact	General Fund	Visitor Impact	General Fund	Total	T/C Split Percent	Visitor Impact	General Fund	Total	T/C Split Percent
FY2021:												
July	\$ 75,275	\$ 45,165	\$ 22,582	\$ 7,527	\$ 15,187	\$ 5,062	\$ 20,249	67.3%	\$ 7,396	\$ 2,465	\$ 9,861	32.7%
August	-	-	-	-	-	-	-	---	-	-	-	---
September	-	-	-	-	-	-	-	---	-	-	-	---
October	-	-	-	-	-	-	-	---	-	-	-	---
November	-	-	-	-	-	-	-	---	-	-	-	---
December	-	-	-	-	-	-	-	---	-	-	-	---
January	-	-	-	-	-	-	-	---	-	-	-	---
February	-	-	-	-	-	-	-	---	-	-	-	---
March	-	-	-	-	-	-	-	---	-	-	-	---
April	-	-	-	-	-	-	-	---	-	-	-	---
May	-	-	-	-	-	-	-	---	-	-	-	---
June	-	-	-	-	-	-	-	---	-	-	-	---
Totals	\$ 75,275	\$ 45,165	\$ 22,582	\$ 7,527	\$ 15,187	\$ 5,062	\$ 20,249	67.3%	\$ 7,396	\$ 2,465	\$ 9,861	32.7%

	Visitor Impact	General Fund	Total
TOJ Budget	\$ 334,124	\$ 111,375	\$ 445,499
Budget Remain	\$ 318,937	\$ 106,313	\$ 425,250
Earned			4.5%
Remaining			95.5%

12 Month
Rolling Avg
-3.6%

	FY2019 Year-to-Date	FY2020 Year-to-Date	Increase (Decrease)
T&T 60%:	\$ 4,626,311	\$ 4,620,114	\$ (6,197) -0.1%
TOJ 30% Visitor:	846,150	842,756	(3,395) -0.4%
TOJ 10% General:	282,050	280,919	(1,132)

Budget to Actual - Year to Date Comparison



Budget to Actual - Monthly Comparison

