Jackson Town Council Regular Meeting

August 3, 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=eea69da4a2257b0fcc09af8ed6548911b

If the link does not work, join at webex.com with Meeting ID **146 904 8713** 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. Public comment is limited to 3 minutes. 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 20, 2020 workshop
   2. July 20, 2020 regular meeting
   3. July 27, 2020 special 2pm meeting
   4. July 27, 2020 special 4:30pm meeting

B. Disbursements

C. Special Event: Teton Gravity Research Outdoor Film

D. Special Event: Old Bill's Fun Run for Charity

E. Special Event: LOTOJA Classic Bike Race

F. Agreement for Drug and Alcohol Testing Services

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

A. Administration
   1. Vaping Regulations Discussion (Roxanne Robinson)
   2. Food Trucks (Tyler Sinclair)

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.

B. Planning

1. **Item P20-128, -129**: Conditional Use Permit for Snow King Zip Line, and Snow Making Pump House (Tyler Sinclair)
2. **Item P19-242**: Snow King Mountain and Town of Jackson Gondola Lease Agreement (Tyler Sinclair)
3. **Item P20-045 &-046**: Development Plan and Planned Unit Development at 625 Powderhorn Lane for Employee Housing (Paul Anthony)
4. **Item P20-089, -090, -091, -092**: Development Plan, Variances and Administrative Adjustment at 175 N. Jackson for Rusty Parrot (Tyler Valentine)
5. **Item P20-116**: Subdivision Plat at 306 & 404 Hidden Hollow Drive (Brendan Conboy)

VI. RESOLUTIONS

VII. ORDINANCES

A. **Ordinance T**: An Ordinance Granting AT&T a Franchise (Presented for 2nd Reading)

B. **Ordinance U**: An Ordinance Adding Community Development Director Duties to Jackson Land Development Regulations Section 4 (Presented for 2nd Reading)

C. **Ordinance V**: An Ordinance Adding Community Development Director Duties to Jackson Land Development Regulations Section 8 (Presented for 2nd Reading)

D. **Ordinance W**: An Ordinance Prohibiting the Sale of Flavored Tobacco Products (Presented for 2nd Reading)

VIII. MATTERS FROM MAYOR AND COUNCIL

A. Residential Parking Permits

B. Planning Commission Membership

C. Board and Commission Reports

IX. MATTERS FROM THE TOWN MANAGER

A. Town Manager's Report

X. ADJOURN

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

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JULY 20, 2020 **JACKSON, WYOMING**

The Jackson Town Council met in special workshop session in the Council Chambers of the Town Hall at 150 East Pearl at 2:03 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: Larry Pardee, Roxanne Robinson, Tyler Sinclair, Lea Colasuonno, Zolo, Michelle Weber, Roger Schultz, Floren Poliseo, Johnny Ziem, Brady Hansen, and Sandy Birdyshaw.

Draft Release of Water & Sewer Systems Capacity Study. Johnny Ziem provided the Town Council with an overview on the current and future water and sewer capacity needs for the Town of Jackson. The Council held discussion.

No action was taken on this item.

Fire Station One Discussion. Larry Pardee made comment on the construction change order for the Fire Station One and funding shortfalls. The Council discussed potential options related to funding and the change order. Lea Colasuonno made staff comment. Alyssa Watkins, County Commissioners Administrator made comment on funding and commitments.

A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to concur with the Teton County Board of County Commissioner's approval of the Costs to Finish and Schedule to Finish for Fire Station One construction as presented on July 6, 2020 and approve the use of Fund 13 fund balance in the amount of $800,000, and provide a direct payment of $850,798.33 from the 5th cent Capital Projects Fund. 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 direct staff to draft a letter to Teton County offering to quitclaim ownership of 50% of Lot 6 under Fire Station One in lieu of a direct payment of an additional $825,000 from the Town of Jackson and upon acceptance, direct the Mayor to execute any and all necessary documents to complete this transaction. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

A motion was made by Jim Stanford and seconded by Arne Jorgensen to direct Town staff to work with Teton County staff and conduct a review of decision points throughout the project and similar projects, with a focus on learning from the process in order to improve for future capital construction, furthermore I direct staff to inform Teton County that this is all the funding the Town of Jackson can and will commit to the Fire Station One construction. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

FY2021 Comprehensive Plan Implementation Work Plan, Northern South Park Neighborhood Plan, and Associated Rezone Applications. Tyler Sinclair made comment that today's purpose was to prepare for joint discussion with the County.

A motion was made by Jim Stanford and seconded by Pete Muldoon to direct staff to send a letter to Teton County providing comment regarding the process and authority to connect to town infrastructure including but not limited to sewer, water, stormwater, roadways, etc.; approval of connection to town sewer and water infrastructure is at the sole discretion of the Jackson Town Council regardless of whether capacity is available or not and thus any county properties rezoned for increased density that require connection to town sewer or water should not be approved by the County until such time formal connection and use agreements have been executed and a neighborhood plan has been approved. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to direct town and county staff to prepare a scope of work and request for proposals for a Neighborhood Plan for Northern South Park to be individually presented to the Town Council and County Commission for review and comment, and at a Joint Information Meeting for final consideration. The proposed scope of work may include *(but is not limited to)*: Defined Project Goals and Objectives, Density and land use options with complete neighborhood zoning such as the new Town zoning, Affordability Options and Analysis, Job Creation Analysis, Market Analysis and Projected

Population, Fiscal Impacts to the County, Town, and future residents, Site design and general bulk and scale characteristics, Multi-modal transportation connectivity and traffic impacts, Community amenities and services (parks, schools, playgrounds, open space, etc.), Infrastructure (drinking water, sewer, drainage, electricity, etc.), Environmental impacts, and Implementation of Comprehensive Plan values Community, and stakeholder engagement and participation. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

A motion was made by Arne Jorgensen and seconded by Hailey Morton Levinson to direct town and county staff to prepare an outline of process for review and implementation of a Neighborhood Plan for Northern South Park to be individually presented to the Town Council and County Commission for review and comment, and at a Joint Information Meeting for consideration. The proposed process shall include three options each with clear criteria:

1. A planning effort managed by our joint long-range planning staff, Teton County Commission, and Jackson Town Council; similar to those done in the past
2. A planning effort managed by Teton County planning staff and Teton County Commission in consultation with the Jackson Town Council as a recommending body
3. A planning effort managed by Town of Jackson planning staff and Jackson Town Council in consultation with the Teton County Commission as a recommending body

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

Adjourn. A motion was made by Jim Stanford and seconded by Jonathan Schechter to adjourn. The vote showed all in favor and the motion carried. The meeting adjourned at 4:44 P.M. minutes:spb

TOWN OF JACKSON

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ATTEST: Pete Muldoon, Mayor

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Sandra P. Birdyshaw, Town Clerk

Published JHNAG: July 29, 2020

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JULY 20, 2020 **JACKSON, WYOMING**

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

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

STAFF: Larry Pardee, Roxanne Robinson, Lea Colasuonno, Zolo, Tyler Sinclair, Roger Schultz, Michelle Weber, Johnny Ziem, Brian Schilling, Paul Anthony, Tyler Valentine, Brendan Conboy, and Sandy Birdyshaw.

Public Comment. Kevin Mulhall made comment on the Budge Drive Development.

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

A. **Meeting Minutes**. To approve the meeting minutes as presented for the July 2 emergency meeting, July 3 special meeting, and July 6 special and regular meetings.

B. **Disbursements.** To approve the disbursements as presented. Ace Hardware $1,848.80; Advanced Glass Trim, LLC $710.00; Advanced Pump & Equipment, Inc $2,800.00; Airgas USA, LLC $112.43; Alldata $1,500.00; Amazon Capital Services $284.05; Antler Motel, Inc. $1,200.00; Apex Sage Inc $10,000.00; Archivesocial, Inc. $4,788.00; AT&T $1,824.68; B-Cycle LLC $319.92; Best Best & Krieger $5,438.50; Big R Ranch & Home $163.45; Bison Lumber $49.94; Blue Spruce Cleaners, Inc $101.50; BMV LLC $105.48; Carquest Auto Parts Inc. $192.58; Caselle Inc. $5,536.00; Cellebrite USA $3,700.00; Centurylink $2,958.40; Chapa Stripes Of Idaho $14,000.00; Charter Communications $2,253.69; Civicplus $3,600.00; CMI - Teco $99.39; Control System Technology, Inc. $28,378.50; Convergeone, Inc $15,169.23; DBR Inc. $346.00; E.R. Office Express $223.50; Electrical Wholesale Supply $246.45; Energy Laboratories Inc. $774.00; Enow, Inc. $920.00; Entersect $1,000.00; Evans Construction Inc $203,636.58; Evident $103.00; Fire Services Of Idaho $2,160.00; Freedom Mailing Service Inc. $1,865.85; Galls Inc. $59.50; Garaman Inc. $64.95; Geittmann Larson Swift LLP $1,365.00; Gillig LLC $662.65; Grafix Shoppe Inc. $500.88; HD Fowler Company $114.00; High Country Linen $984.86; Hirst Applegate, LLP $2,242.70; Hunt Construction Inc $5,235.00; Idaho Falls Peterbilt $32.12; Idaho Traffic Safety, Inc. $43,625.00; Jackson Animal Hospital $775.93; Jackson Hole News & Guide $1,045.38; Jackson Lumber Inc $1,546.57; Jorgensen Associates, Pc $19,171.83; Kellerstrass Enterprises, Inc $16,201.72; Lacal Equipment, Inc $1,308.41; Lexisnexis Matthew Bender $190.10; Local Gov't Liability Pool $1,000.00; Long Building Technologies Inc. $10,089.23; Lower Valley Energy Inc $55,230.85; Miller, Gail $45.79; MSC Industrial Supply Co $265.05; Nelson Engineering $400.00; On Sight Land Surveyors Inc. $2,787.30; One Call Of Wyoming $437.25; Oree, Jonas $300.00; Platt $18.19; Premier Truck- Salt Lake City $226.71; Quadient, Inc Dept 3689 $2,000.00; Rafter J Improv/Serv Dist $146.43; Rendezvous Insurance Inc. $118,531.57; Riedel, Cynthia $1,400.00; Rink-Tec International, Inc $13,959.57; Rui Inc. Dba Village Gardner $1,416.37; Sherwin-Williams Co. $1,210.98; Silver Creek Supply $56.50; Snake River MEP Complete, Inc $1,158.00; Snake River Roasting $102.45; Spradley Barr Motors, Inc $27,433.00; St John's Hospital $130.00; Stinky Prints, Inc $660.00; Suburban Propane $15.20; Swagit Productions, LLC $1,775.00; Teton County District Court $441.75; Teton County Sheriff's-Jail $936.00; Teton County Transfer Station $15.00; Teton County Weed & Pest $5,250.00; Teton County-Fund 19 $2,330.80; Teton Motors Inc $128.00; Teton Rental Center $500.00; Teton Tools LLC $549.01; Teton Trash Removal, Inc. $47.00; Thomas Drilling, Inc. $44,755.01; Thomson West $893.85; Thyssen Krupp Elevator Corp. $307.62; Upper Case Printing Ink $222.40; Valley Office Systems $98.00; Verizon Wireless $15,316.07; VFC Controls $1,314.25; WAM $12,315.45; WAMCO Lab, Inc. $180.00; Westbank Sanitation $49.33; Westwood Curtis $3,787.43; White Glove Cleaning, Inc. $48.50; Wy Child Support Enforcement $146.76; Wyoming Department Of Health $240.00; Wyoming Financial Insurance, Inc $36.00; Wyoming.Com Inc $10.00; Yellow Iron Excavation, LLC $832.00; Zylab International Inc. $5,394.25.

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

D. **Malt Beverage Permit for Teton County Fair 4-H Livestock Sale**. To approve a malt beverage permit as presented, subject to the conditions and restrictions listed in the staff report.

E. **Reinstatement of September 4 Rodeo Date**. To reinstate the September 4, 2020 rodeo date as an approved rodeo date for 2020.

F. **Contract for Wastewater COVID-10 Testing**. 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.

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.

Civil Design Contract for Scott Lane-Maple Way Bicycle/Pedestrian/ADA Improvements. Jim Stanford made comment. Larry Pardee and Brian Schilling made staff comment.

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

15-Minute Parking Zone on Center Street (between Deloney and Gill). Jim Stanford made comment. Johnny Ziem made staff comment.

A motion was made by Jim Stanford and seconded by Jonathan Schechter 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 installation. 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. Roxanne Robinson made staff comment.

A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to 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.

> **Resolution 20-22** 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, Port-A-Potties, 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.
>
> 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 be submitted to the State Loan and Investment Board for consideration at the next Board meeting after application processing that a grant application in the amount of $750,000.00 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.
>
> BE IT FURTHER RESOLVED that Larry Pardee, Roxanne Robinson, and Kelly Thompson are hereby designated as 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 to this 20th day of July 2020.
>
> **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 Manager, Roxanne Robinson, Asst Town Manager, and Kelly Thompson, Finance Director are hereby designated as the authorized representatives of the Certification Statement.

PASSED, APPROVED AND ADOPTED THIS 20th July 2020.

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 made staff comment. Brendan Schulte, Colter Lane, and Jill Arnold made comment on behalf of the applicant.

Item A: Based upon the findings as presented in the staff report and made by the applicant for Item P20-009, a motion was made by Arne Jorgensen and seconded by Hailey Morton Levinson 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 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 four 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, trash enclosures would be permitted; and
   (4) other barriers such as retaining walls over 42” tall are prohibited between structures.

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

Item B: Based upon the findings as presented in the staff report and as made by the applicant for Item P20-010, a motion was made by Arne Jorgensen and seconded by Hailey Morton Levinson to make findings 1-8 as set forth in Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations relating to 1) Compatibility with Future Character; 2) Use Standards; 3) Visual Impacts; 4) Minimizes adverse environmental impact; 5) Minimizes adverse impacts from nuisances; 6) Impact on Public Facilities; 7) Other Relevant Standards/LDRs; and 8) Previous Approvals for a Conditional Use Permit; and 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.

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. Brendan Conboy made staff comment. Ron Levy and Brendan Schulte made comment on behalf of the applicant.

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

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

Item P19-242: Snow King Mountain and Town of Jackson Gondola Lease Agreement. This item was moved before the Snow King CUP items. Tyler Sinclair and Lea Colasuonno made staff comment. Jeff Golightly made comment as the applicant.

Item P19-242, P20-128, -129: Conditional Use Permit for Snow King Gondola, Zip Line, and Snow Making Pump House.
A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to continue all the Snow King items to a special meeting date to be determined by the Mayor and Vice-Mayor. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P20-045 &-046: Development Plan and Planned Unit Development at 625 Powderhorn Lane for Employee Housing. Paul Anthony made staff comment.

A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to continue item P20-045 to the Council's regular meeting on August 3, 2020. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

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

Emergency Ordinance 1256 was not addressed, and no action was taken on an emergency ordinance.

Ordinance T: An Ordinance Granting AT&T a Franchise.

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:

A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to approve Ordinance T at first reading. Mayor Muldoon called for the vote. The vote showed 4-1 in favor with Stanford opposed. The motion carried.

Ordinance U: An Ordinance Adding Community Development Director Duties to Jackson Land Development Regulations Section 4.

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:

A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to approve Ordinance U at first reading. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Ordinance V: An Ordinance Adding Community Development Director Duties to Jackson Land Development Regulations Section 8.

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:

A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to approve Ordinance V at first reading. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Ordinance W: An Ordinance Prohibiting the Sale of Flavored Tobacco Products.

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:

Public comment was given by Jodi Radke and Brady Hayek. Lea Colasuonno made staff comment.

A motion was made by Arne Jorgensen and seconded by Hailey Morton Levinson to accept the proposed changes to Ordinance W as presented and approve on first reading, and direct staff to look into creating a separate class of businesses. Mayor Muldoon called for the vote. The vote showed 4-1 in favor with Stanford opposed. The motion carried.

Matters from Mayor and Council. Jim Stanford made comment on safe meetings and made a motion to explore with staff the concept of a venue and time to hold open aire council meetings. Pete Muldoon voiced support. Motion failed for lack of a second, no action was taken.

The Mayor allowed Candra Day to make public comment on the ordinance requiring face masks.

Town Manager's Report. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to accept the Town Manager's Report into the record. The Town Manager's Report contained an update on July Sales and Lodging Tax, Temporary Chamber of Commerce Information in Home Ranch Welcome Center, Downtown Trash, and setting a special meeting for the Town Square and Historic Preservation LDR Update. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 9:56 p.m. minutes:spb

TOWN OF JACKSON

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ATTEST: Pete Muldoon, Mayor

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Sandra P. Birdyshaw, Town Clerk

Publish JH News & Guide: July 29, 2020

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JULY 27, 2020 **JACKSON, WYOMING**

The Jackson Town Council met in special session in the Council Chambers of the Town Hall located at 150 East Pearl at 2:04 P.M. Upon roll call the following were found to be present:

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

STAFF: Larry Pardee, Lea Colasuonno, Tyler Sinclair, Zolo, Roger Schultz, Johnny Ziem, Steve Ashworth, and Sandy Birdyshaw.

Item P19-242, P20-128, -129: Conditional Use Permit for Snow King Gondola, Zip Line, and Snow Making Pump House. Tyler Sinclair made staff comment on today's review of three Conditional Use Permits (CUP) requested by Snow King Mountain Resort. Discussion was held on Item A – P19-242 Gondola, Cougar Lift, and Lighting. The applicant was requesting a Conditional Use Permit for Outdoor Recreation Use to construct and operate a detachable aerial tramway, '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. 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 primarily service night-skiing and ski racing. The proposed gondola station will contain a small plaza to accommodate the loading and unloading of guests and 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. The subject parcel is approximately 7.6 acres 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 lot, and the 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. Steve Ashworth made staff comment.

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, a motion was made by Jim Stanford and seconded by Arne Jorgensen 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 departmental reviews attached to this staff report dated July 23, 2020 [*prepared dated*], and conditions of approval one through three and five through eight as listed in the staff report plus the five new conditions as discussed today and read by the Community Development Director.

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. 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.
5. 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.
6. 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.
7. Building permits within Sub-Area #2 of the Snow King Planned Resort District Master Plan 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 of the Snow King Planned Resort District Master Plan be allowed to open until construction of the 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.

9. The applicant shall revise the site plan to include a required pedestrian access from the Snow King Center to the gondola plaza and ticketing area.
10. The Operational Plan shall be amended to require access to the gondola, and parking for organized groups with advanced purchase of tickets including commercial vehicles to be taken from Sub-area #2 (KM6 parcels) and the Snow King Center parking areas and plaza.
11. The restaurant and associated amenities at the summit hours of operation shall be no later than 10:00 pm in the summer and 9:00 pm in the winter for general use of the restaurant and events. The gondola may run for 1 hour after closing of these facilities to accommodate staff and closing operations.
12. The Town is supportive of the proposed observatory. The applicant shall be required to amend the Conditional Use Permit to accommodate gondola hours of operation to accommodate the observatory use at a later date.
13. Applicant shall provide an improved pedestrian access from the east to west side of the resort prior to development as part of the Shared Parking Agreement required pursuant to the Master Plan. The trigger for construction shall be determined by the Town as part of the Transportation Demand Management monitoring requirement of the Master Plan

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

Discussion was held on the request for 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. The subject parcel is approximately 5.3 acres and located in the Planned Resort-Snow King (PR-SK) zone. The subject site is home to the Rafferty Center and the terminus of the Cowboy Coaster alpine slide. The portion of the parcel where the proposed zip line landing site is located is surrounded by PR-SK zoning with the Snow King Hotel directly adjacent to the to the north; the residential Love Ridge and Grand View Plaza condominium developments are directly adjacent to the east; Lot 59, Grand View Lodges, Third Addition where the zip line launch point is located to the south; and the KM6 lot containing the maze and mini golf is to the east.

A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to continue the Snow King CUP items to the Town's regular meeting on August 3, 2020. Mayor Muldoon called for the vote. The vote showed 3-1-0 in favor, with Stanford opposed and Schechter absent. The motion carried.

Item P19-242: Snow King Mountain and Town of Jackson Gondola Lease Agreement. A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to continue the Snow King lease item to the Town's regular meeting on August 3, 2020. Mayor Muldoon called for the vote. The vote showed 4-0 in favor, with Schechter absent. The motion carried.

Adjourn. A motion was made by Arne Jorgensen and seconded by Hailey Morton Levinson to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed 4-0 in favor, with Schechter absent. The motion carried. The meeting adjourned at 4:38 p.m. minutes:spb

TOWN OF JACKSON

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ATTEST: Pete Muldoon, Mayor

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Sandra P. Birdyshaw, Town Clerk

Publish JH News & Guide: August 5, 2020

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JULY 27, 2020 **JACKSON, WYOMING**

The Jackson Town Council met in special session in the Council Chambers of the Town Hall located at 150 East Pearl at 4:38 P.M. Upon roll call the following were found to be present:

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

STAFF: Larry Pardee, Lea Colasuonno, Tyler Sinclair, Zolo, Roger Schultz, Johnny Ziem, and Sandy Birdyshaw.

Food Trucks. The Mayor made comment on considering food truck regulations to alleviate the high demand of available food due to the level of visitors in town and the COVID-19 limitations experienced by local restaurants. Discussion was held that this would apply only to current licensed food trucks only, food truck options outlined in the June 1, 2020 staff report on Re-Opening Town Businesses, to specify one location away from downtown, allow through the end of August or Labor Day or through the end of September, hours of operation would be considered, and the current workload of the staff who would work on this.

Larry Pardee made staff comment on providing information to the Council tomorrow on the staff impact.

No action was taken.

Adjourn. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 4:59 p.m. minutes:spb

TOWN OF JACKSON

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ATTEST: Pete Muldoon, Mayor

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Sandra P. Birdyshaw, Town Clerk

Publish JH News & Guide: August 5, 2020

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6697	260 West Pearl LLC	071720	RELEASE BOND B20-0133 5443	07/17/2020	8,500.00	8,500.00	07/17/2020
Total 6697:					8,500.00	8,500.00	
328	842-NCPERS GROUP WYOMIN	842082020	PAYROLL DEDUCTIONS	07/13/2020	112.00	112.00	07/27/2020
Total 328:					112.00	112.00	
51	ACE HARDWARE	704920	bollards	07/07/2020	77.57	.00	
51	ACE HARDWARE	705513	PD dish washer repair	07/13/2020	2.98	.00	
51	ACE HARDWARE	705721	lab remodel for shelving	07/14/2020	66.39	.00	
51	ACE HARDWARE	705788	START fluids room leak repair	07/15/2020	24.97	.00	
51	ACE HARDWARE	705796	dust pan and brooms	07/15/2020	55.96	.00	
51	ACE HARDWARE	705798	dust pan	07/15/2020	17.99	.00	
51	ACE HARDWARE	705860	spray paint	07/15/2020	17.96	.00	
51	ACE HARDWARE	705926	simple green cleaner for downtow	07/15/2020	12.99	.00	
51	ACE HARDWARE	706112	tools	07/17/2020	141.44	.00	
51	ACE HARDWARE	706186	filter water cart sediment	07/17/2020	35.98	.00	
Total 51:					454.23	.00	
2269	AFLAC	774035	ACCOUNT #y9599	07/25/2020	2,769.65	2,769.65	07/27/2020
Total 2269:					2,769.65	2,769.65	
5726	AMAZON	13GV-3NVY-9	5 qty. webcams for use throughou	07/27/2020	1,147.45	.00	
Total 5726:					1,147.45	.00	
1783	AT&T	07162020	Monthly bill for account 28725916	07/08/2020	1,280.98	.00	
1783	AT&T	07202020	Monthly bill for acct 28727216926	07/12/2020	43.23	.00	
Total 1783:					1,324.21	.00	
5994	B-CYCLE LLC	2533078	June Connectivity and Licensing F	07/11/2020	588.49	.00	
Total 5994:					588.49	.00	
2850	BMV LLC	071520	postage samples	07/15/2020	16.47	.00	
Total 2850:					16.47	.00	
4614	C & A PROFESSIONAL CLEANI	AUGUST	Town Hall cleaning Aug	07/15/2020	4,018.57	.00	
4614	C & A PROFESSIONAL CLEANI	AUGUST	PW Aug cleaning	07/15/2020	2,142.27	.00	
4614	C & A PROFESSIONAL CLEANI	AUGUST 2020	parking garage cleaning Aug	07/29/2020	767.10	.00	
Total 4614:					6,927.94	.00	
5	CARQUEST AUTO PARTS INC.	6090-486771	CREDIT	07/17/2020	110.00-	.00	
Total 5:					110.00-	.00	
544	CENTURYLINK	307-111-5050	Annual IACP membership for Sha	07/07/2020	1,934.05	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
544	CENTURYLINK	307-733-3106	Monthly bill for account 30773331	07/13/2020	39.15	.00	
Total 544:					1,973.20	.00	
5322	CHARGEPOINT, INC	IN78708	New DC Fast Charger Parking Ga	07/21/2020	63,309.00	.00	
Total 5322:					63,309.00	.00	
444	CHARLIER ASSOCIATES INC.	1443	ITP TECH UPDATE	04/23/2020	750.00	.00	
444	CHARLIER ASSOCIATES INC.	1452	ITP Update, contracted approved	06/29/2020	1,187.50	.00	
Total 444:					1,937.50	.00	
4292	Commercial Tire-ID Falls	126681	sheriff tires	07/16/2020	1,727.92	.00	
Total 4292:					1,727.92	.00	
4887	CONTROL SYSTEM TECHNOLO	9704	modification to report program	07/14/2020	625.00	.00	
Total 4887:					625.00	.00	
6475	CONVERGEONE, INC	10855	Monthly Webex for remote Counci	07/24/2020	319.26	.00	
Total 6475:					319.26	.00	
3272	COPYWORKS, LLC	31270	COVID - Center Street Signage	07/17/2020	196.80	.00	
Total 3272:					196.80	.00	
1691	CORE & MAIN LP	M376663	Inventory	06/25/2020	1,618.76	.00	
Total 1691:					1,618.76	.00	
65	DELCON INC	22293	well 7 rehab	06/30/2020	381.24	.00	
65	DELCON INC	22294	mew breaker and repair well 3	06/30/2020	572.50	.00	
Total 65:					953.74	.00	
148	DELL	200693575519	12 new PC units for JPD to replac	06/30/2020	17,839.08	.00	
Total 148:					17,839.08	.00	
2934	DLT SOLUTIONS, INC.	4853948A	Annual maintenance for AutoCAD	07/28/2020	1,510.70	.00	
Total 2934:					1,510.70	.00	
3408	E.R. OFFICE EXPRESS	15891	Copy Paper 92 bright 20lb. 8.5x14	07/24/2020	169.74	.00	
Total 3408:					169.74	.00	
1134	ENERGY LABORATORIES INC.	327974	weekly testing WWTP	07/17/2020	127.50	.00	
1134	ENERGY LABORATORIES INC.	328678	SOC well samples	07/21/2020	1,207.00	.00	
1134	ENERGY LABORATORIES INC.	328679	SOC well samples	07/21/2020	1,227.00	.00	
1134	ENERGY LABORATORIES INC.	329441	weekly testing	07/23/2020	315.50	.00	
Total 1134:					2,877.00	.00	
81	EVANS CONSTRUCTION INC	206756	material for water leak repair	07/07/2020	230.34	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 81:					230.34	.00	
756	FREDERICK LANDSCAPING	1788	landscaping for Inn on the Creek	07/23/2020	1,982.48	.00	
Total 756:					1,982.48	.00	
668	FREEDOM MAILING SERVICE I	38368	UTILITY BILLING	06/03/2020	893.27	.00	
668	FREEDOM MAILING SERVICE I	38368	UTILITY BILLING	06/03/2020	893.27	.00	
Total 668:					1,786.54	.00	
6700	FREISS, POLLY	072920	RETURN BOND FOR JH CLASSI	07/30/2020	.00	.00	
Total 6700:					.00	.00	
4212	GILLIG LLC	40714787	radiator for bus 273.	07/15/2020	2,883.16	.00	
4212	GILLIG LLC	40715162	alternator for 201	07/16/2020	1,491.35	.00	
4212	GILLIG LLC	40715548	ac hose for bus 277	07/17/2020	210.08	.00	
4212	GILLIG LLC	40716315	exhaust tube for bus 277 adn 1 for	07/21/2020	747.42	.00	
Total 4212:					5,332.01	.00	
96	HIGH COUNTRY LINEN	01955771	fleet portion of uniform cleaning	06/11/2020	39.77	.00	
96	HIGH COUNTRY LINEN	01955771	admin portion of uniform cleaning	06/11/2020	9.70	.00	
96	HIGH COUNTRY LINEN	01955771	sewer portion of uniform cleaning	06/11/2020	20.37	.00	
96	HIGH COUNTRY LINEN	01955771	street portion of uniform cleaning	06/11/2020	42.20	.00	
96	HIGH COUNTRY LINEN	01955771	laundry bags and enviro surcharg	06/11/2020	3.20	.00	
96	HIGH COUNTRY LINEN	01955771	water portion of uniform cleaning	06/11/2020	21.82	.00	
96	HIGH COUNTRY LINEN	01955771	WWTP portion of uniform cleaning	06/11/2020	24.25	.00	
96	HIGH COUNTRY LINEN	0196724	WWTP portion of uniform cleaning	06/18/2020	24.25	.00	
96	HIGH COUNTRY LINEN	0196724	sewer portion of uniform cleaning	06/18/2020	20.37	.00	
96	HIGH COUNTRY LINEN	0196724	water portion of uniform cleaning	06/18/2020	23.76	.00	
96	HIGH COUNTRY LINEN	0196724	fleet portion of uniform cleaning	06/18/2020	44.37	.00	
96	HIGH COUNTRY LINEN	0196724	admin portion of uniform cleaning	06/18/2020	9.70	.00	
96	HIGH COUNTRY LINEN	0196724	street portion of uniform cleaning	06/18/2020	41.23	.00	
96	HIGH COUNTRY LINEN	0196724	bar mop towels and enviro surcha	06/18/2020	10.32	.00	
96	HIGH COUNTRY LINEN	0197998	street portion of uniform cleaning	06/25/2020	26.33	.00	
96	HIGH COUNTRY LINEN	0197998	fleet portion of uniform cleaning	06/25/2020	42.68	.00	
96	HIGH COUNTRY LINEN	0197998	water portion of uniform cleaning	06/25/2020	21.82	.00	
96	HIGH COUNTRY LINEN	0197998	WWTP portion of uniform cleaning	06/25/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0197998	laundry bag and enviro surcharge	06/25/2020	3.35	.00	
96	HIGH COUNTRY LINEN	0197998	sewer portion of uniform cleaning	06/25/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0199359	street portion of uniform cleaning	07/02/2020	33.83	.00	
96	HIGH COUNTRY LINEN	0199359	mats, towels, enviro surcharge	07/02/2020	61.83	.00	
96	HIGH COUNTRY LINEN	0199359	water portion of uniform cleaning	07/02/2020	26.67	.00	
96	HIGH COUNTRY LINEN	0199359	sewer portion of uniform cleaning	07/02/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0199359	fleet portion of uniform cleaning	07/02/2020	91.12	.00	
96	HIGH COUNTRY LINEN	0199359	WWTP portion of uniform cleaning	07/02/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0200088	floor matts	07/06/2020	290.40	.00	
96	HIGH COUNTRY LINEN	0200091	public restroom supplies	07/06/2020	7.50	.00	
96	HIGH COUNTRY LINEN	0200799	sewer portion of uniform cleaning	07/09/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0200799	WWTP portion of uniform cleaning	07/09/2020	21.34	.00	
96	HIGH COUNTRY LINEN	0200799	laundry bag and enviro surcharge	07/09/2020	3.20	.00	
96	HIGH COUNTRY LINEN	0200799	fleet portion of uniform cleaning	07/09/2020	44.62	.00	
96	HIGH COUNTRY LINEN	0200799	water portion of uniform cleaning	07/09/2020	21.82	.00	
96	HIGH COUNTRY LINEN	0200799	street portion of uniform cleaning	07/09/2020	34.18	.00	
96	HIGH COUNTRY LINEN	0201479	home ranch operating supplies	07/13/2020	25.31	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0201943	Rugs	07/15/2020	61.39	.00	
96	HIGH COUNTRY LINEN	0201947	towels and rags	07/15/2020	86.57	.00	
96	HIGH COUNTRY LINEN	C0203816	CREDIT	07/23/2020	72.15-	.00	
96	HIGH COUNTRY LINEN	S0199497	deloney bathroom operating suppl	07/02/2020	140.84	.00	
96	HIGH COUNTRY LINEN	S0199497	miller park operating supplies	07/02/2020	45.07	.00	
96	HIGH COUNTRY LINEN	S0199497	home ranch operating supplies	07/02/2020	377.44	.00	
96	HIGH COUNTRY LINEN	S0199542	cleaning supplies	07/02/2020	143.83	.00	
96	HIGH COUNTRY LINEN	S0200773	Clorox Bleach (For Bus Cleaning)	07/09/2020	43.40	.00	
96	HIGH COUNTRY LINEN	S0200970	deloney bathroom operating suppl	07/09/2020	118.63	.00	
96	HIGH COUNTRY LINEN	S0200970	home ranch operating supplies	07/09/2020	317.91	.00	
96	HIGH COUNTRY LINEN	S0200970	miller park operating supplies	07/09/2020	37.96	.00	
96	HIGH COUNTRY LINEN	S0201006	nitrile gloves	07/09/2020	108.20	.00	
96	HIGH COUNTRY LINEN	S0203049	general supplies for buildings	07/20/2020	131.33	.00	
96	HIGH COUNTRY LINEN	S0203276	Balance Floor 4 Gallon/CS	07/22/2020	54.85	.00	
96	HIGH COUNTRY LINEN	S0203276	Blue Nitrile Glove 100CT/Box Lar	07/22/2020	46.29	.00	
96	HIGH COUNTRY LINEN	S0203276	Lysol AP Lemon Breeze 12/CS	07/22/2020	72.15	.00	
96	HIGH COUNTRY LINEN	S0203276	Blue Nitrile Glove 100CT/Box Med	07/22/2020	15.43	.00	
	Total 96:				2,917.45	.00	
1073	INTOXIMETERS INC.	660536	Dry Gas Standard for PBT monthl	07/23/2020	195.25	.00	
	Total 1073:				195.25	.00	
5098	JACKSON ANIMAL HOSPITAL	34646	Spay, rabies, medications	07/14/2020	210.00	.00	
	Total 5098:				210.00	.00	
2	JACKSON CURBSIDE INC.	00080035	June Downtown Recycling	07/10/2020	1,375.00	.00	
	Total 2:				1,375.00	.00	
6474	JACKSON HOLE LAW, PC	1229	Municipal Prosecution Services Ju	07/27/2020	1,500.00	.00	
	Total 6474:				1,500.00	.00	
131	JACKSON HOLE NEWS & GUID	312786	Legal Notice P20-089, 90, 91, 92	06/24/2020	33.40	.00	
131	JACKSON HOLE NEWS & GUID	312787	Legal Notice P20-45	06/24/2020	29.23	.00	
131	JACKSON HOLE NEWS & GUID	313412	2 week advertisement for FY21 W	07/08/2020	376.20	.00	
131	JACKSON HOLE NEWS & GUID	313496	NotifyMe Public Notice	07/08/2020	12.83	.00	
131	JACKSON HOLE NEWS & GUID	313497	Special Meeting Minutes 6/26/20	07/08/2020	42.75	.00	
131	JACKSON HOLE NEWS & GUID	313499	Special Meeting Minutes 06/29/20	07/08/2020	51.30	.00	
131	JACKSON HOLE NEWS & GUID	313564	Public Notice P20-089	07/08/2020	29.23	.00	
131	JACKSON HOLE NEWS & GUID	313565	Public Notice	07/08/2020	34.20	.00	
131	JACKSON HOLE NEWS & GUID	314019	070220 Emergency Meeting Minut	07/22/2020	59.85	.00	
131	JACKSON HOLE NEWS & GUID	314020	070320 Town Council Special Me	07/22/2020	94.05	.00	
131	JACKSON HOLE NEWS & GUID	314021	070620 Town Council Special Me	07/22/2020	123.98	.00	
131	JACKSON HOLE NEWS & GUID	314022	070620 Town Council regular me	07/22/2020	803.70	.00	
131	JACKSON HOLE NEWS & GUID	314023	071320 Town Council special JIM	07/22/2020	239.40	.00	
131	JACKSON HOLE NEWS & GUID	314275	Town Council Meeting minutes 07	07/28/2020	756.68	.00	
131	JACKSON HOLE NEWS & GUID	314276	Name Position Wage and OT Leg	07/29/2020	256.58	.00	
131	JACKSON HOLE NEWS & GUID	314277	Planning Commission & Board of	07/29/2020	55.48	.00	
	Total 131:				2,998.86	.00	
114	JACKSON LUMBER INC	00569927-001	WWTP lab mouse remediation	06/24/2020	106.47	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 114:					106.47	.00	
139	JORGENSEN ASSOCIATES, PC	44589	Fy20 project Sewer Modiel Coordi	06/18/2020	1,701.25	.00	
Total 139:					1,701.25	.00	
5473	KELLERSTRASS ENTERPRISES	D27712	gass and diesel purchase	07/21/2020	17,326.66	.00	
Total 5473:					17,326.66	.00	
2485	KENWORTH SALES COMPANY	IDFIN4116640	2 bottles of freon	07/20/2020	181.98	.00	
Total 2485:					181.98	.00	
5691	LEPCO	39935	START bus wash chemicals	07/03/2020	924.00	.00	
Total 5691:					924.00	.00	
671	LINCOLN NATIONAL LIFE	107747-08202	107747 August premium	07/25/2020	5,701.49	5,701.49	07/27/2020
671	LINCOLN NATIONAL LIFE	4117357666	107391 august premium	07/21/2020	1,225.59	1,225.59	07/27/2020
Total 671:					6,927.08	6,927.08	
4380	LONG BUILDING TECHNOLOGI	SRVCE010840	START air handler cooling media	07/01/2020	5,654.41	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE010957	parking garage security sensor br	07/09/2020	136.07	.00	
Total 4380:					5,790.48	.00	
156	LOWER VALLEY ENERGY INC	92050388 07 1	121 SHERWOOD COURT	07/21/2020	44.81	.00	
Total 156:					44.81	.00	
5717	MORILLON-ARELLANO, SHELLI	072620	Summer Class Reimbursement at	07/26/2020	307.78	.00	
Total 5717:					307.78	.00	
4623	MSC INDUSTRIAL SUPPLY CO	3960239001	supplies for heavy duty shop	07/13/2020	267.51	.00	
4623	MSC INDUSTRIAL SUPPLY CO	3960257001	supplies for light duty shop	07/13/2020	59.11	.00	
Total 4623:					326.62	.00	
257	NAPA AUTO PARTS INC.	930283	1 oil and 1 airfilter for inventory	07/16/2020	72.56	.00	
257	NAPA AUTO PARTS INC.	931611	4 oil filters/2 air filters for inventory	07/22/2020	34.64	.00	
Total 257:					107.20	.00	
4562	NATURESCAPE DESIGNS	071620	insect control for trees	07/16/2020	800.00	.00	
Total 4562:					800.00	.00	
187	NELSON ENGINEERING	043020	well #7 planning for well tests, wit	05/21/1945	3,715.00	.00	
187	NELSON ENGINEERING	063020	well #7	06/30/2020	2,827.50	.00	
187	NELSON ENGINEERING	52001	March invoic Zone 3 Tank	03/31/2020	7,546.00	.00	
187	NELSON ENGINEERING	52138	March invoice, may have paid alre	04/30/2020	6,461.00	.00	
187	NELSON ENGINEERING	52363	level II report and land owner outr	05/27/2020	3,398.00	.00	
187	NELSON ENGINEERING	52644	grant application	06/30/2020	2,827.50	.00	
187	NELSON ENGINEERING	52647	level II report and landowner outre	06/30/2020	7,474.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 187:					34,249.00	.00	
6559	O'DONNELL, STEPHEN	07282020	Travel costs to First Line Supervis	07/28/2020	208.60	.00	
Total 6559:					208.60	.00	
6607	OPS STRATEGIES, LLC	20032	Indicator Report - Under contract	06/30/2020	11,375.00	.00	
Total 6607:					11,375.00	.00	
5941	PETHEALTH SERVICES INC	SIUN13631571	microchips	07/17/2020	635.00	.00	
Total 5941:					635.00	.00	
6483	PREMIER TRUCK- SALT LAKE C	775199892	cooler asm for 1700	07/01/2020	1,746.82	.00	
6483	PREMIER TRUCK- SALT LAKE C	775204751	pressure sensor for bus 277	07/16/2020	131.06	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775199892	CREDIT	07/13/2020	133.00-	.00	
Total 6483:					1,744.88	.00	
6069	RAFTELIS	15388	rate study	06/09/2020	18,243.13	.00	
6069	RAFTELIS	15388	rate study	06/09/2020	18,243.13	.00	
Total 6069:					36,486.26	.00	
5838	Rendezvous Insurance Inc.	2280	Idaho Liability Insurance	07/17/2020	118,531.57	118,531.57	07/17/2020
Total 5838:					118,531.57	118,531.57	
5672	RINK-TEC INTERNATIONAL, IN	4250	snow king ice rink sensor calibrati	04/10/2020	658.72	.00	
Total 5672:					658.72	.00	
2291	ROCKY MOUNTAIN APPRAISAL	PINEGLADE A	Commercial Appraisal for Pine Gl	06/10/2020	3,750.00	.00	
Total 2291:					3,750.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	1319391	2022 wildflower	06/30/2020	299.62	.00	
5812	RUI INC. DBA VILLAGE GARDN	1319392	mowing trimming 145 west hanse	06/30/2020	303.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	1319397	685 and 675 hansen	06/30/2020	55.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	1319397	685 and 675 hansen	06/30/2020	200.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	1319466	145 and 155 E Pearl	06/30/2020	174.50	.00	
5812	RUI INC. DBA VILLAGE GARDN	1319489	455 vine street	06/30/2020	81.25	.00	
Total 5812:					1,113.37	.00	
5460	SMITH, CHRISTIAN	07282020	Travel costs to First Line Supervis	07/28/2020	208.60	.00	
Total 5460:					208.60	.00	
4699	SNAKE RIVER ROASTING	621632	coffee	07/15/2020	48.95	.00	
4699	SNAKE RIVER ROASTING	621653	coffee	07/21/2020	97.90	.00	
4699	SNAKE RIVER ROASTING	823911	2 Bags of Coffee	07/23/2020	97.90	.00	
Total 4699:					244.75	.00	
1505	SPRING CREEK ANIMAL HOSPI	624987013	Prescription Food	07/15/2020	54.39	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1505:					54.39	.00	
4513	STANARD & ASSOCIATES, INC	SA000044420	Written Tests for Police Officer Re	07/16/2020	90.00	.00	
Total 4513:					90.00	.00	
4874	STANDARD DRYWALL, INC	073020	WWTP lab remediation	07/30/2020	5,600.70	.00	
Total 4874:					5,600.70	.00	
5442	STORRUD, JOSHUA	071420	repayment for DOT physical	07/14/2020	155.00	.00	
Total 5442:					155.00	.00	
4514	TEAM LABORATORY CHEMICA	INV0021685	50 bags asphalt patching	07/18/2020	847.50	.00	
Total 4514:					847.50	.00	
3561	TETON COUNTY DISTRICT COU	07302020	case #18119	07/30/2020	441.75	441.75	07/30/2020
Total 3561:					441.75	441.75	
1355	TETON COUNTY TRANSFER ST	465350	downtown garbage cans	06/29/2020	151.00	.00	
Total 1355:					151.00	.00	
1614	TETON COUNTY-FUND 10	06302020	reimburse landslide contributions	06/30/2020	175,000.00	.00	
Total 1614:					175,000.00	.00	
268	TETON MOTORS INC	6147396	fy20 animal shelter oil lead	06/30/2020	200.00	.00	
Total 268:					200.00	.00	
6579	TITLE 22 CONSULTANTS	062120	105 east broadway alley research	06/21/2020	876.00	.00	
Total 6579:					876.00	.00	
6199	UHL, ANGIE	063020	Summer 2020 tuition reimbursem	06/30/2020	541.20	.00	
Total 6199:					541.20	.00	
6319	VIRGINIAN VILLAGE CONDO H	340	Q3 2020 ASSOCIATION DUES	07/21/2020	540.00	.00	
6319	VIRGINIAN VILLAGE CONDO H	340	Q3 2020 ASSOCIATION DUES	07/21/2020	540.00	.00	
Total 6319:					1,080.00	.00	
3420	VISA	07172020	JUNE BILLING	07/17/2020	10,389.61	10,389.61	07/17/2020
Total 3420:					10,389.61	10,389.61	
5022	VISION SERVICE PLAN - (WY)	809936159	JULY AND AUGUST PREMIUM	07/17/2020	3,587.63	3,587.63	07/27/2020
Total 5022:					3,587.63	3,587.63	
2247	WATKINS, MARK	071620	DUI VIP 7-23-20 mileage (130 x .	07/16/2020	75.40	.00	
2247	WATKINS, MARK	072320	DUI VIP 7-16-20 mileage (130x.5	07/23/2020	75.40	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2247:					150.80	.00	
309	WEBER DRILLING	3950A	well pump repair at IPS building	07/21/2020	3,644.56	.00	
Total 309:					3,644.56	.00	
563	WESTBANK SANITATION	3443600	WWTP lab remediation	07/01/2020	1,207.18	.00	
Total 563:					1,207.18	.00	
2802	WESTWOOD CURTIS	20-13	cache creek strom pay ap #3	07/10/2020	35,668.93	.00	
2802	WESTWOOD CURTIS	20-13	cache creek pay ap #3	07/10/2020	3,807.47	.00	
2802	WESTWOOD CURTIS	32013	FY20 erosion restoration	07/06/2020	2,013.15	.00	
Total 2802:					41,489.55	.00	
472	WHITE GLOVE CLEANING, INC.	6441	June - Janitorial and Bus Shelter	06/30/2020	2,568.13	.00	
Total 472:					2,568.13	.00	
6701	WINTERS, GARY	072920	RETURN BOND B20-0283 1220	07/29/2020	5,000.00	.00	
Total 6701:					5,000.00	.00	
3619	WY CHILD SUPPORT ENFORCE	07302020	case #209790	07/30/2020	146.76	146.76	07/30/2020
Total 3619:					146.76	146.76	
79	WYOMING DEPARTMENT OF E	063020	2nd Quarter SUTA	06/30/2020	3,784.52	3,784.52	06/30/2020
Total 79:					3,784.52	3,784.52	
Grand Totals:					636,072.43	155,190.57	

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Recorder: _____

City Treasurer: _____

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid

Report Criteria:

Detail report.

Invoices with totals above $0 included.

Paid and unpaid invoices included.

TOWN OF JACKSON VISA BILLS

ANIMAL SHELTER/CONTROL			
amazon office chair	89.98	**$**	**89.98**
EMPLOYEE HOUSING			
amazon	187.70		
amazon	79.86	**$**	**267.56**
FLEET SHOP			
SiriusXM	246.84		
powerstride battery	380.92	**$**	**627.76**
INFORMATION TECHNOLOGY			
Garmin services	64.95		
PayPal concrete5	90.00		
amazon	78.99		
GoDaddy	159.98		
soi nexiq	4,809.75		
iPhone payment	64.50		
GoToMeeting	25.44		
dish network	0.05	**$**	**5,293.66**
PERSONNEL/TOWN CLERK			
PayPal police jobs posting	80.00		
Texas press association	700.00	**$**	**780.00**
POLICE - ADMINISTRATION			
Social media app	119.40		
travel to phoenix	308.80	**$**	**428.20**
POLICE - COMMUNITY SERVICE			
amazon Velcro name tags	20.43	**$**	**20.43**
POLICE - INVESTIGATIONS			
staples USB drive	14.27		
ups	21.48	**$**	**35.75**
POLICE - PATROL			
brownells	26.54		
American red cross	570.00		
cowboy coffee gift certificates	265.00		
pearl st bagels gift certificates	250.00	**$**	**1,111.54**
PUBLIC WORKS			
staples	53.16	**$**	**53.16**
SEWER DEPARTMENT			
international	640.00	**$**	**640.00**
START			
FedEx	28.70	**$**	**28.70**
TOWN HALL BUILDING			
amazon	67.90		
the restore doors	53.00	**$**	**120.90**
TOWN-WIDE SERVICES			
Facebook	38.05	**$**	**38.05**
VICTIM SERVICES			
staples	364.95		
coca cola	28.20		
amazon office supplies	333.50		
credit Cheyenne convention	(50.00)		
stuffed safari	503.37		
ron bit enterprises	160.00		
credit conf crimes against women	(500.00)	**$**	**840.02**
WATER DEPARTMENT			
sups	13.90	**$**	**13.90**
VISA ALLOCATION	(10,389.61)		

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: July 30, 2020
MEETING DATE: August 3, 2020

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

SUBJECT: Special Event- Teton Gravity Research Film Premier

STATEMENT/PURPOSE: The Mayor and Council approve special events requesting the use of amplified sound at an event at the Fair Grounds which has been approved by the Fair Board.

BACKGROUND/ALTERNATIVES: The applicant, Teton Gravity Research (TGR), requests Council permission for amplified sound at the Teton County Rodeo Arena on Sunday, August 9, 2020 from 9:00 P.M. to 10:30 P.M. The applicant has been approved by the Teton County Fair Board to host an outdoor movie at the Rodeo Arena. The applicant is seeking permission to have amplified sound at the event. The TGR movie, a biking film premier, is scheduled to begin at 9:30pm (coinciding with darkness). The movie is 60 minutes in length and it will conclude by 10:30pm.

The applicant has indicated that the 1-hour movie would begin by 9:30 P.M. at the very latest and possibly closer to 9:00 P.M. if the lighting allows for an earlier start. The request would allow for amplified sound until 10:30 P.M. The applicant has agreed to a hard stop of amplified sound no later than 10:30 P.M. If the movie was to conclude prior to 10:30 P.M. then amplified sound would cease at the end of the movie.

Hughes Production will be operating the sound system for this movie. The applicant will not be using the Jackson Hole Rodeo sound system for the event. The applicant has indicated that the music contained in the movie soundtrack is a variety of family-friendly music.

The applicant has been working with the Teton County Department of Health in taking measures to prevent the spread of COVID-19 at this event. The applicant, town staff, and representatives from the Teton County Department of Health met on July 29, 2020 to review the applicant's plans for Covid-19 mitigation. The applicant will comply with all Health Orders including, but not limited to, requiring all spectators to wear face coverings.

The applicant has received approval from the Teton County Fair Board for this event.

The applicant requests the following from the Town for this outdoor movie showing:

- Permission from Council for amplified sound associated with the event.

COMPREHENSIVE PLAN ALIGNMENT

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

STAKEHOLDER ANALYSIS

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

ATTACHMENTS:

Application

FISCAL IMPACT: None.

STAFF IMPACT: None.

LEGAL REVIEW:

N/A

RECOMMENDATION: If Town Council approves this special event request, staff recommends the approval of the special event application be subject to the following conditions and restrictions:

1. The applicant will cease all music and noise associated with the event at 10:30 P.M.
2. Breakdown / Clean-Up following the event will be completed with minimal sound and disturbance to the surrounding neighborhood.
3. Breakdown / Clean-Up following the event will be completed in a timely manner.
4. Any food service shall be coordinated with Teton County Environmental Health.
5. The event will be subject to ongoing review by the Teton County Public Health Department.
6. The applicant will follow all Teton County Health Orders in effect including requiring all spectators to wear face coverings.
7. The event will be subject to the approval of the Teton County Health Department.
8. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory is required. Insurance limits must be at least $1,000,000/occurrence and $1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town attorney.

SUGGESTED MOTION: I move to approve the special event application made by Teton Gravity Research for the outdoor film premier at the Teton County Rodeo Arena, subject to the conditions and restrictions listed in the staff report.

Special Event Application

Submit Completed Document To:

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

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

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

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

APPLICANT INFORMATION

Name of Event: Teton Gravity Research film premiere

Name of Organization: Teton Gravity Research

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

Mailing Address: 1260 North West St, PO Box 1346

City: Wilson State: WY Zip Code: 83014

Name of Person Completing Application: Mark Behrendt

Email Address: markb@tetongravity.com

Work Phone: 415-568-0583 Cell Phone:

EVENT INFORMATION

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

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

screening of our new mountain bike film

Location of Event: JH Rodeo Grounds Alternative Location:

Date(s) of Event: August 9 Event Operating Hours: 7:00PM - 10:30PM

Event Set Up Begins Date: August 09, 2020 Time: 12:00

Event Clean Up Ends Date: August 09, 2020 Time: 11:59PM

Special Event Application

EVENT INFORMATION (Continued)

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

Special Considerations (check all that apply):

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

Event Co-Sponsor (s): _____

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

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

Alternative Contact Information During the Event (someone besides applicant who will be on site and available for Town personnel or Police to contact during the event):
Name: Alex Kurth Cell Phone: 563-370-2780

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

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

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

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

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

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

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

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

RESIDENT AND/OR BUSINESS NOTIFICATION

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

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

☐ Yes ☐ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

_____ Large Street Barricades

_____ Small Sidewalk Barricades

_____ 28 Inch Street Cones

_____ Candlestick Cones

_____ "Road Closed" Street Signs

_____ "Local Traffic Only" Street Signs

_____ "Detour" Street Signs

_____ 32-Gallon Recycling Bins

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT (307) 733-1430

☐ Event Security ☐ Mounted Horse Patrol ☐ Traffic Control

☐ Race Lead Vehicle ☐ Parade Lead Vehicle ☐ General Presence

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

Please describe in detail your request: _____

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping ☐ Snow Removal ☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☐ Electricity Access

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

☐ Additional Public Restroom Cleaning

Please describe in detail your request: _____

_____

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol ☐ Ambulance ☐ Fire Engine

☐ Rescue Truck ☐ Bicycle Patrol ☐ Event Site Inspection

Please describe in detail your request: _____

_____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

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

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

_____

VOICE / MUSIC AMPLIFICATION REQUESTS

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

If "Yes", please indicate times: Start Time: 8:00PM Finish Time: 10:30PM

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

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

SIGN or BANNER REQUESTS

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

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

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: ☐ Yes ☐ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

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

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

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

If "No", please explain:_____

_____

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

Restroom Company:_____

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

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

ALCOHOL

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

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

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

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

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

Please describe any sales activity at your event:

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

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

TRASH REMOVAL PLAN

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

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

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

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

When will the trash receptacles be delivered? _____

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

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

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

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

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

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

When will these recycling receptacles be delivered? _____

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

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

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☐ Yes ☐ No

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

The event will take place entirely within the rodeo grounds - we are requesting a permit so that the amplified sound can take place after 10:00. This is a film premiere; we are bringing in a sound system rather than use the larger rodeo grounds audio. Once we hit play the film run time is approximately 65 minutes, after which the event will be over. Depending upon how quickly it gets dark, the latest the event / amplified sound will end is 10:30PM.

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: MB

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: MB

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Initials: MB

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: MB

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: eSigned via SeamlessDocs.com Mark Behrendt Key: d006bb9c9987956c6be92b86b94d9294
Signature

APPLICANT: Mark Behrendt
Printed Name

DATE: 07/24/2020

TITLE: VP

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: July 28, 2020
MEETING DATE: August 3, 2020

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

SUBJECT: Special Event: Old Bill's Fun Run

PURPOSE/STATEMENT:

The Mayor and Council approve or deny all special event applications requesting temporary banners and signs on behalf of the Town of Jackson.

BACKGROUND/ALTERNATIVES:

The applicant, the Community Foundation of Jackson Hole, has announced that the Old Bill's Fun Run in 2020 would be a non-gathering event. Due to Covid-19 the Community Foundation has chosen not to gather for the traditional Old Bill's "Run Day" on Town Square. In lieu of hosting the annual special event, the Community Foundation is respectfully requesting permission to hang Old Bill's temporary banners/signs for time frames beyond the two weeks traditionally allowed.

The Community Foundation is looking to put a greater emphasis on advertising and marketing this year to help stimulate donations to various non-profits in the community. The Community Foundation is hoping to reach more people through an extended "Giving Season" promotion (August 1 – September 18).

The applicant is seeking permission to hang and post the following banners and signs:

1. Community Foundation (245 East Simpson) – August 1, 2020 until September 18, 2020
2. Community Foundation (245 East Simpson) – August 21, 2020 until September 18, 2020
3. Albertsons – August 30, 2020 until September 12, 2020 (with a possible extension a week before or after)
4. Co-Challenger Banners (multiple locations) – August 21, 2020 until September 18, 2020
    a. Bank of Jackson Hole (10 E. Pearl, 975 W. Broadway, 990 W. Broadway)
    b. First Republic Bank (545 W. Broadway)
    c. Graham-Fraupel-Mendenhall (80 W. Broadway)
    d. Rocky Mountain Bank (890 W. Broadway)
    e. Rusty Parrot Lodge (175 N. Jackson St.)
    f. Snake River Brewing (265 S. Milward)
    g. Wells Fargo Bank (112 N. Center, 50 Buffalo Way)
    h. WRJ Designs (30 S. King)
    i. Zions Bank (25 S. Willow)
5. Snow King Ball Park / Baseball Backstop – August 21, 2020 – September 18, 2020
6. Cutty's Bar & Grill - August 21, 2020 – September 18, 2020
7. Staples - August 21, 2020 – September 18, 2020
8. Missing Sock / Quizno's - August 21, 2020 – September 18, 2020
9. Healthy Being Café & Juicery - August 21, 2020 – September 18, 2020

10. Teton County Library - August 1, 2020 – September 18, 2020
11. Maple Way at Powderhorn - August 21, 2020 – September 18, 2020
12. Milward St. at Hansen Ave. - August 1, 2020 – September 18, 2020

The application has been submitted to all departments for approval. Staff will meet with event organizers prior to the event.

COMPREHENSIVE PLAN ALIGNMENT:

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

STAKEHOLDER ANALYSIS:

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

FISCAL IMPACT:

No direct income.

STAFF IMPACT:

No impact.

LEGAL REVIEW:

N/A

ATTACHMENTS

Special Event Application
Temporary Sign Permit Application

RECOMMENDATION:

Staff makes no recommendation for the banner to be located in one location subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign for Old Bill's Fun Run may be installed at:
    a. Community Foundation (245 East Simpson) – August 1 until September 18
    b. Community Foundation (245 East Simpson) – August 21 until September 18
    c. Albertsons – August 30 until September 12 (with a possible extension a week before or after)
    d. Co-Challenger Banners (multiple locations) – August 21 until September 18
        1. Bank of Jackson Hole (10 E. Pearl, 975 W. Broadway, 990 W. Broadway)
        2. First Republic Bank (545 W. Broadway)
        3. Graham-Fraupel-Mendenhall (80 W. Broadway)
        4. Rocky Mountain Bank (890 W. Broadway)
        5. Rusty Parrot Lodge (175 N. Jackson St.)
        6. Snake River Brewing (265 S. Milward)
        7. Wells Fargo Bank (112 N. Center, 50 Buffalo Way)
        8. WRJ Designs (30 S. King)

9. Zions Bank (25 S. Willow)

e. Snow King Ball Park / Baseball Backstop – August 21 – September 18
f. Cutty's Bar & Grill - August 21 – September 18
g. Staples - August 21 – September 18
h. Missing Sock / Quizno's - August 21 – September 18
i. Healthy Being Café & Juicery - August 21 – September 18
j. Teton County Library - August 1 – September 18
k. Maple Way at Powderhorn - August 21 – September 18
l. Milward St. at Hansen Ave. - August 1 – September 18

SUGGESTED MOTION:

I move to approve the temporary banners in conjunction with the Old Bill's Fun Run subject to three (3) conditions of approval.

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

OLD BILL'S FUN RUN 2020

COMMUNITY FOUNDATION OF JACKSON HOLE

July 23, 2020

Attn: Mayor Muldoon, Town Council and Town of Jackson Staff
Re: Old Bill's Fun Run 2020

Dear Mayor Muldoon, Town Council and Town of Jackson Staff:

In response to the pandemic, the Community Foundation of Jackson Hole has made significant modifications to the traditional Old Bill's Fun Run format for 2020. Following is an overview.

I. August 1-September 18: Old Bill's Giving Season

During the Old Bill's Giving Season, the Community Foundation will conduct an extensive multi-media campaign, highlighting local nonprofits and the importance of philanthropy during these challenging times. Nonprofits are invited to participate in and amplify the Foundation's outreach efforts with their own initiatives, particularly during Countdown Week (September 8-11).

In addition to a robust paid and organic media strategy, the Foundation's envisioned marketing campaign involves abundant signage. With permission from the Town Council, the Foundation proposes more banners than usual for Old Bill's, longer hanging durations, and professional sidewalk chalk art in high-traffic downtown pedestrian areas (e.g. Center for the Arts, Snowking area, bike path). See the attached Sign Permit applications for details. The campaign will also involve Old Bill's-themed yard signs on private property around the valley. The yard signs will be repurposed and recycled after Old Bill's use.

In a year when fundraising through Old Bill's is more crucial than ever for 200+ local nonprofits, the Foundation's multifaceted outreach strategy is designed to garner the attention and support of a record number of donors. We hope the Town Council will consider special signage allowances to help maximize the fundraiser's visibility and impact.

II. September 12: "Run Day Reimagined"

Back in late May, when Teton County had successfully flattened the coronavirus curve and no new cases had been diagnosed for weeks, the Community Foundation hatched an optimistic and aspirational "Run Day Reimagined" plan involving four dispersed, socially-distanced community gatherings on September 12. This concept, along with several complementary virtual festivities, were publicly announced in early June. The

Foundation stipulated that if public health metrics trended unfavorably, it would not ask people to gather in September.

In light of our community's record-breaking coronavirus caseload as of late July, the Foundation has decided against hosting the September 12 gatherings. "Run Day Reimagined" festivities will be exclusively virtual and remote in nature. A community announcement is forthcoming.

- Morning
    - 10am sharp (when the start gun would fire on a "normal" Run Day): Community members are invited outside to ring cowbells or bang pots and pans in unison. (This idea mimics the 8pm "community howling" in honor of essential workers that was practiced during the spring.)
    - Old Bill's themed radio program broadcast on 89.1 KHOL
    - Celebratory flyover by vintage fighter jet trainer (pilot: Rich Sugden, MD)
- Anytime
    - Virtual 5K: Community members are encouraged to run/walk/hike/bike the 5K route of their choice at the time of their choice, wearing their Old Bill's gear and sharing photos and videos on social media. Footage will be compiled into an Old Bill's 2020 video, which will be broadly distributed during the final week of the Giving Season (September 14-18), when 60% of Old Bill's donations are made.

Another component of "Run Day Reimagined" will be the September 12 release of a fun (and likely silly) rubber duck race video. The race itself will be a no-crowd event filmed on an in-town section of Flat Creek at an off-peak hour in August or early September. Production participants include a videographer, two commentators (the regular Run Day MCs), members of the Teton County Search & Rescue Swift Water Rescue Team for extra fun and levity (and to ensure no ducks go farther downstream than they should), and a couple of Community Foundation staff members. There will be ~235 ducks in the race, each representing a participating Old Bill's nonprofit. The top 5-10 ducky finishers will win grants for their nonprofits.

The Community Foundation is working with Teton County/Jackson Parks and Rec, Flat Creek Water Improvement District and Teton County Search and Rescue to ensure a fun, safe, litter-free duck race. Please note that we plan to surprise the community with the duck race video and the nonprofit grants that will come from it. Thank you for helping us keep it under wraps to the extent possible.

The Community Foundation looks forward to conducting Old Bill's in new and different ways this year. We are grateful to the Town of Jackson for its continued support and partnership.

Sincerely,

Kacey Karstens

Kacey Karstens
Old Bill's Coordinator

Annie Riddell

Annie Riddell
Education and Outreach Programs Officer

TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

150 East Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
www.townofjackson.com

First, go to www.townofjackson.com/245/Temporary-Sign-Permit for process and other necessary information.

EVENT NAME:

Event Name: Old Bill's Fun Run for Charities Physical Address of Event: No physical event, all virtual

Description of Event: Six week fundraiser for local nonprofits

Grand Opening ____ Yes X No X

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Kacey Karstens / Community Foundation of Jackson Hole Phone: 360.907.2937

E-mail: PO Box 574 Jackson, WY ZIP: 83001

kkarstens@cfjacksonhole.org Non-Profit: X For Profit: ____

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

A

Business/Description: Community Foundation of Jackson Hole

Physical Address: 245 East Simpson Ave

Dates of Display: Aug 1 - Sept 18

Consent from Owner Obtained? Yes X No____

C

Business/Description: Albertsons

Physical Address: 50 Buffalo Way

Dates of Display: Aug 30 - Sept 12

Consent from Owner Obtained? Yes X No____

B

Business/Description: Community Foundation of Jackson Hole

Physical Address: 245 East Simpson Ave

Dates of Display: Aug 21 - Sept 18

Consent from Owner Obtained? Yes X No____

D

Business/Description: Business Co-Challenger Storefronts

Physical Address: See attached adresses

Dates of Display: Aug 21 - Sept 18

Consent from Owner Obtained? Yes X No____

SUBMITTAL REQUIREMENTS. Have you attached the following? Please answer accordingly.

Yes X No ____ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

Yes X No ____ Installation specifications, and any structural details or specifications required for freestanding signs.

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

Kacey Karstens
Signature of Authorized Event Applicant

July 22, 2020
Date

Kacey Karstens
Applicant Name Printed

Old Bill's Fun Run Coordinator
Title

Permit 1 Narrative

Due to Covid-19 and the inability to gather for a traditional Old Bill's "Run Day" on Town Square, the Community Foundation is requesting permission to hang Old Bill's banners/signage for time frames beyond the two weeks traditionally allowed. With a greater focus on advertising and marketing this year, we are hoping to reach more people through extended Giving Season promotion (August 1-September 18). We are in communication with property owners at all proposed banner locations. At this time we are still working on approval confirmation for a couple of the locations listed. We will not hang banners without owner consent.

A. Community Foundation
Aug 1 - Sept 18
4x6' multi-colored vinyl Old Bill's banner
Location: Community Foundation balcony,
245 East Simpson Avenue
Aesthetic: same style as banner at right

B. Community Foundation
Aug 21 - Sept 18
Two 4x8' magnetic boards displaying
Co-Challenger names
Location: freestanding on Community Foundation
front lawn, 245 East Simpson Avenue
Aesthetic: see both Co-Challenger boards at right

C. Albertsons
Aug 30-Sept 12 (with possible extension the week before or after)
12x14' multi-colored vinyl Old Bill's banner
Location: Albertsons storefront/banner area
Aesthetic: see right (date will be updated for 2020)
Note: Albertsons management has approved banner.

D. Co-Challenger Banners

Over 70 "Co-Challengers" collectively provide millions in matching funds through Old Bill's Fun Run for Charities. They donate at multiple tiers between $25K and $500K. Roughly ¾ of the Co-Challenger group is comprised of couples and family foundations, and about a quarter are businesses.

The Community Foundation requests permitting for its Old Bill's 2020 business Co-Challengers to hang 3x8' vinyl banners on their storefronts from Aug 21-Sept 18. The banners are modeled after this one:

Following are current* business Co-Challengers with locations inside Town of Jackson limits:

Business Co-Challenger	**Location(s)**
Bank of Jackson Hole	10 East Pearl St, 975 West Broadway, 990 West Broadway
First Republic Bank	545 West Broadway
Graham-Faupel-Mendenhall	80 West Broadway
Rocky Mountain Bank	890 West Broadway
Rusty Parrot Lodge	175 North Jackson St (banner to go on construction fence)
Snake River Brewing	265 South Milward St
Wells Fargo Bank	112 North Center St, 50 Buffalo Way
WRJ Designs	30 South King St
Zions Bank	25 South Willow St #201

* Please note that Co-Challenger recruitment is ongoing throughout the year: At present there are 13 business Co-Challengers (in addition to those above, several are outside of Town limits), and may commit over the next several months. So that all business Co-Challengers may enjoy the same marketing benefits, the Community Foundation will submit a supplemental request for banner permitting in mid-August that includes any new business Co-Challengers.

TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

150 East Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
www.townofjackson.com

First, go to www.townofjackson.com/245/Temporary-Sign-Permit for process and other necessary information.

EVENT NAME:

Event Name: Old Bill's Fun Run for Charities Physical Address of Event: No physical event, all virtual

Description of Event: Six week fundraiser for local nonprofits

Grand Opening ____ Yes X No X

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Kacey Karstens Phone: 360.907.2937

E-mail: PO Box 574 Jackson, WY ZIP: 83001

kkarstens@cfjacksonhole.org Non-Profit: X For Profit: ____

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

A

Business/Description: Snow King Ball Park / Baseball Backstop

Physical Address: 402 E Snow King Avenue

Dates of Display: Aug 21 - Sept 18

Consent from Owner Obtained? Yes X No____

C

Business/Description: Cutty's Bar & Grill

Physical Address: 1140 W HWY 22

Dates of Display: Aug 21 - Sept 18

Consent from Owner Obtained? Yes X No____

B

Business/Description: Staples

Physical Address: 520 W Broadway

Dates of Display: Aug 21 - Sept 18

Consent from Owner Obtained? Yes X No____

D

Business/Description: Missing Sock / Quizno's

Physical Address: 1325 / 1405 S HWY 89

Dates of Display: Aug 21 - Sept 18

Consent from Owner Obtained? Yes X No____

SUBMITTAL REQUIREMENTS. Have you attached the following? Please answer accordingly.

Yes X No ____ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

Yes X No ____ Installation specifications, and any structural details or specifications required for freestanding signs.

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

Kacey Karstens
Signature of Authorized Event Applicant

July 22, 2020
Date

Kacey Karstens
Applicant Name Printed

Old Bill's Fun Run Coordinator
Title

Permit 2 Narrative

Due to Covid-19 and the inability to gather for a traditional Old Bill's "Run Day" on Town Square, the Community Foundation is requesting permission to hang Old Bill's banners/signage for time frames beyond the two weeks traditionally allowed. With a greater focus on advertising and marketing this year, we are hoping to reach more people through extended Giving Season promotion (August 1-September 18). We are in communication with property owners at all proposed banner locations. At this time we are still working on approval confirmation for a couple of the locations listed. We will not hang banners without owner consent.

A. Snow King Ball Park / Baseball Backstop
August 21 - September 18
Two ~12x6' multi-colored vinyl Old Bill's banners
Location: Baseball backstop at Snow King Ball Park
Aesthetic: Same style as banner at right, only vertical

B. Staples
August 21 - September 18
3x5' multi-colored vinyl Old Bill's banner
Location: Corner of HWY 26 and Flat Creek Dr
520 W Broadway
Aesthetic: Same style as banner at right

C. Cutty's Bar & Grill
August 21 - September 18
3x10' multi-colored vinyl Old Bill's banner
Location: Lawn in front of Cutty's at Buffalo Junction
1140 W HWY 22
Aesthetic: Same style as banner at right

D. Missing Sock / Quizno's
August 21 - September 18
3x10" multi-colored vinyl Old Bill's banner
Location: Grass lawn on corner of HWY 89 and High School Rd.
1325/1405 S HWY 89
Aesthetic: Same style as banner at right

TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

150 East Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
www.townofjackson.com

First, go to www.townofjackson.com/245/Temporary-Sign-Permit for process and other necessary information.

EVENT NAME:

Event Name: Old Bill's Fun Run for Charities Physical Address of Event: No physical event, all virtual

Description of Event: Six week fundraiser for local nonprofits

Grand Opening ____ Yes X No X

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Kacey Karstens / Community Foundation of Jackson Hole Phone: 360.907.2937

E-mail: PO Box 574 Jackson, WY ZIP: 83001

kkarstens@cfjacksonhole.org Non-Profit: X For Profit: ____

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

A

Business/Description: Healthy Being Cafe & Juicery

Physical Address: 165 East Broadway

Dates of Display: Aug 21 - Sept 18

Consent from Owner Obtained? Yes X No____

C

Business/Description: Maple Way at Powderhorn Ln

Physical Address: 1098 Maple Way

Dates of Display: Aug 21 - Sept 18

Consent from Owner Obtained? Yes X No____

B

Business/Description: Teton County Library

Physical Address: 125 Virginian Lane

Dates of Display: Aug 1 - Sept 18

Consent from Owner Obtained? Yes X No____

D

Business/Description: Milward St at Hansen Ave

Physical Address: 180 W Hansen Ave

Dates of Display: Aug 1 - Sept 18

Consent from Owner Obtained? Yes X No____

SUBMITTAL REQUIREMENTS. Have you attached the following? Please answer accordingly.

Yes X No ____ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

Yes X No ____ Installation specifications, and any structural details or specifications required for freestanding signs.

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

Kacey Karstens
Signature of Authorized Event Applicant

July 22, 2020
Date

Kacey Karstens
Applicant Name Printed

Old Bill's Fun Run Coordinator
Title

Permit 3 Narrative

Due to Covid-19 and the inability to gather for a traditional Old Bill's "Run Day" on Town Square, the Community Foundation is requesting permission to hang Old Bill's banners/signage for time frames beyond the two weeks traditionally allowed. With a greater focus on advertising and marketing this year, we are hoping to reach more people through extended Giving Season promotion (August 1-September 18). We are in communication with property owners at all proposed banner locations. At this time we are still working on approval confirmation for a couple of the locations listed. We will not hang banners without owner consent.

A. Healthy Being Cafe & Juicery
August 21 - September 18
2x10' multi-colored vinyl Old Bill's banner
Location: On fence adjacent to Broadway sidewalk
165 East Broadway
Aesthetic: Same style as banner at right

B. Teton County Library
August 1 - September 18
Three 3x12' Old Bill's banners
Location: Hanging from posts outside library
125 Virginian Lane
Aesthetic: Collages of local nonprofit impact photos
*No example, these are in production
**We have received permission from the library to hang for the entire 6 week giving season pending Town approval.

C. Maple Way at Powderhorn Ln
August 21 - September 18
4x8' multi-colored vinyl Old Bill's banner
Location: Vacant lot near Prugh Real Estate
1098 Maple Way
Aesthetic: Same style as banner at right

D. Milward St at Hansen Ave
August 1 - September 18
4x5' multi-colored vinyl Old Bill's banner Location: Middle portion of three-piece fencing along private residence
180 W Hansen Ave
Aesthetic: Same style as banner at right
* Have gotten approval from land owner to hang banner the entire 6 week giving season, but will also accept 4 weeks (Aug 21-Sept 18)

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: July 28, 2020
MEETING DATE: August 3, 2020

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

SUBJECT: Special Event – LOTOJA Classic Bike Race

STATEMENT/PURPOSE

The Mayor and Council approve special event applications requesting use of city streets, personnel, equipment and amplified sound on behalf of the Town of Jackson.

BACKGROUND/ALTERNATIVES

The applicant, Epic Events, requests permission to host the finish of the recreational division for the annual LOTOJA Classic Bike Race on Saturday, September 12, 2020. LOTOJA is a fundraising event for the Huntsman Cancer Foundation, which is the co-sponsor of the race.

Historically the LOTOJA bike race has bypassed entering the town limits of Jackson, Wyoming as the participants (both in the race division and the recreation division) turn left on to South Park Loop Road and access Wyoming Highway 22 to cross the finish line in Teton Village.

Due to COVID-19, the applicant is requesting a change from their traditional finish line for the recreational division participants which will allow for greater social distancing of volunteers, support crews and participants.

This year the organizers are proposing 2 finish lines: 1) Race Division at Teton Village (traditional route) and 2) Recreation Division on High School Road between Jackson Hole High School and Colter Elementary School (new proposed finish for ½ of the participants).

This special event application only applies to the portion of the race for the recreational division that would enter the Jackson town limits. A map of the proposed recreation division finish line is included in this staff report.

The applicant has gained permission from the Teton County School District to utilize the school parking lots.

The applicant has been working with the Teton County Health Department to mitigate the potential spread of Covid-19. The applicant, town staff, and representatives from the Teton County Health Department met on July 27, 2020 to review the applicant's plan and their Covid mitigation response. Attached to this staff report is a document outlining LOTOJA's Covid-19 adaptations including requirements of PPE to be used by all volunteers and facemasks requirements for all crews and cyclists when off the bike or outside of their vehicles.

The Teton County Health Department was comfortable with the applicant's Covid-19 response plan. If the health orders change the applicant will work with Town staff and the Teton County Health Department to ensure the event is compliant with current orders.

Additional requests associated with this event include:

- Permission to close a portion of High School Road between the southern entrance to Colter Elementary School and Middle School Road (see Finish Area Map) between the hours of 9:00am and 8:30pm on Saturday, September 12, 2020. Traffic will be rerouted around this section of High School Road during the hours of operation.
- Permission to utilize barricades, street signs, and cones from Public Works for the street closure, detour and a portion of the race course.
- Use of amplified sound at the finish line.

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

COMPREHENSIVE PLAN ALIGNMENT

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

STAKEHOLDER ANALYSIS

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

FISCAL IMPACT

Minimal.

STAFF IMPACT

Staff impact includes providing barricades, street cones and street signs from Public Works. The Jackson Police Department will have officers present to assist the Teton County Sherriff's Department.

LEGAL REVIEW

On Going.

RECOMMENDATION

Should Town Council the approval of the special event permit application, staff recommend that approval be subject to the following conditions and restrictions:

1. The applicant shall clean up immediately after the event and shall be responsible for the removal of all refuse and recycled material generated by the event.
2. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and states that coverage is primary and non-contributory is required for every event. Insurance limits must be at least $1,000,000/occurrence and $1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town attorney.
3. No exhibits, tables, chairs, or other equipment shall be placed on walkways as to obstruct pedestrian traffic.

4. Any power cords that cross walkways shall be taped and secured as to avoid a tripping hazard.
5. Any tents larger than 400 square feet will require approval through the Fire Department. A Temporary Tent Permit Form will need to be completed and approved prior to the start of the event. This Temporary Tent Permit can be found on the Jackson Hole Fire / EMS website.
6. The applicant will coordinate the use of any barricades, street signage and traffic cones with the Public Works Department.
7. The applicant will supply a $500 equipment deposit for any equipment used from the Public Works Department.
8. The applicant will work with the Jackson Police Department with any staffing requests.
9. Any additional conditions as directed by the Town Council.
10. The applicant shall abide by all state and local health orders in place.
11. The applicant will continue to work with the Teton County Health Department in efforts to implement practices that help mitigate the potential spread of COVID-19.

SUGGESTED MOTION

I move to approve the application made by Epic Events for the LOTOJA Classic Bike Race special event, subject to the conditions and restrictions listed in the staff report.

Special Event Application

Submit Completed Document To:

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

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

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

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

APPLICANT INFORMATION

Name of Event: LoToJa Classic Bike Race

Name of Organization: Epic Events

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

Mailing Address: P.O. Box 1912

City: Layton State: UT Zip Code: 84041

Name of Person Completing Application: Brent Chambers

Email Address: brent@lotoja.com

Work Phone: 801.546.0090 Cell Phone: 801.389.5008

EVENT INFORMATION

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

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

See included documents

Location of Event: Logan, UT to Jackson, WY Alternative Location: Teton Village (Finish

Date(s) of Event: Saturday, September 12, 2020 Event Operating Hours: 7AM to 8:30 PM

Event Set Up Begins Date: September 12, 2020 Time: 7:00 AM to 12:00 PM

Event Clean Up Ends Date: September 12, 2020 Time: 8:00 PM to 10:00 PM

Special Event Application

EVENT INFORMATION (Continued)

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

Special Considerations (check all that apply):

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

Event Co-Sponsor (s): LoToJa's is a fundraiser for Huntsman Cancer Foundation

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

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

Alternative Contact Information During the Event (someone besides applicant who will be on site and available for Town personnel or Police to contact during the event):
Name: Andrew Nelson Cell Phone: 385.202.3819

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

Area of Closure Request	Date(s)	Start Time	End Time
See setup map/diagram for traffic plan	/ Sept 12,	Setup starts at 8:00 AM;	Cleanup starts at
Adjusted traffic flow on High School Road between South Park Loop Rd and Middle School Rd.			

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

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

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

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

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

Route Description: Town Shuttle #1 and #2 START Bus contacted? ☐ Yes ☑ No

RESIDENT AND/OR BUSINESS NOTIFICATION

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

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

☐ Yes ☑ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

_____	Large Street Barricades	2	"Road Closed" Street Signs
_____	Small Sidewalk Barricades	2	"Local Traffic Only" Street Signs
200	28 Inch Street Cones	_____	"Detour" Street Signs
150	Candlestick Cones	_____	32-Gallon Recycling Bins

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT (307) 733-1430

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

Please describe in detail your request:

Need help directing local traffic on High School Rd. as well as one-way enter/exit parking lot

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☑ Street Sweeping ☐ Snow Removal ☐ Street Marking

Please describe in detail your request
If needed, sweep High School Road the day before the event (Friday, September 11).

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☑ Electricity Access

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

☐ Additional Public Restroom Cleaning

Please describe in detail your request: If accessible, we could use power at or near the finish line.

If not available, we'll use a generator.

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol ☑ Ambulance ☐ Fire Engine

☐ Rescue Truck ☐ Bicycle Patrol ☐ Event Site Inspection

Please describe in detail your request: Already contacted/working with Mike Moyer at JH Fire/EMS

Special Event Application

TOWN SERVICES REQUESTS (Continued)

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

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

_____

VOICE / MUSIC AMPLIFICATION REQUESTS

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

If "Yes", please indicate times: Start Time: 12:00 PM Finish Time: 8:30 PM

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

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

SIGN or BANNER REQUESTS

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

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

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: ● Yes ☐ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

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

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

Total Number of Portable Toilets: 10 Number of ADA Accessible Portable Toilets: 0

If "No", please explain: _____

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

Restroom Company: Macy's Services

Restroom Drop off / Pick Up Date for Drop Off: 9/11 Time for Drop Off: PM

Date for Pick Up: 9/14 Time for Pick Up: AM

ALCOHOL

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

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

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

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

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

Please describe any sales activity at your event:
We'll have a LoToJa merchandise sales tent

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

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

TRASH REMOVAL PLAN

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

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

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

How many trash receptacles will be supplied for your event? As many as needed; est. 12

When will the trash receptacles be delivered? We provide our own receptacles. Same day 9/12

When will the trash receptacles be picked up and removed from site? Same day as event, 9/12

Describe your plan for the collection and removal of trash during your special event:
Plan A: We'll dispose of our event trash by using JHHS dumpsters. Otherwise we'll dispose of our trash as directed by the Town of Jackson.

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

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

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

How many recycling receptacles will they (or you) supply for your event? Est. 12

When will these recycling receptacles be delivered? Same day as event, 9/12

When will recycling receptacles be picked up and removed from site? Same day as event, 9/12

Describe your plan for collection and removal of recyclable materials during your special event:
Our event staff and volunteers will remove recyclable materials.

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☉ Yes ☐ No

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

This is the 38th annual LoToJa.

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: BC

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: BC

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Initials: BC

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: BC

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

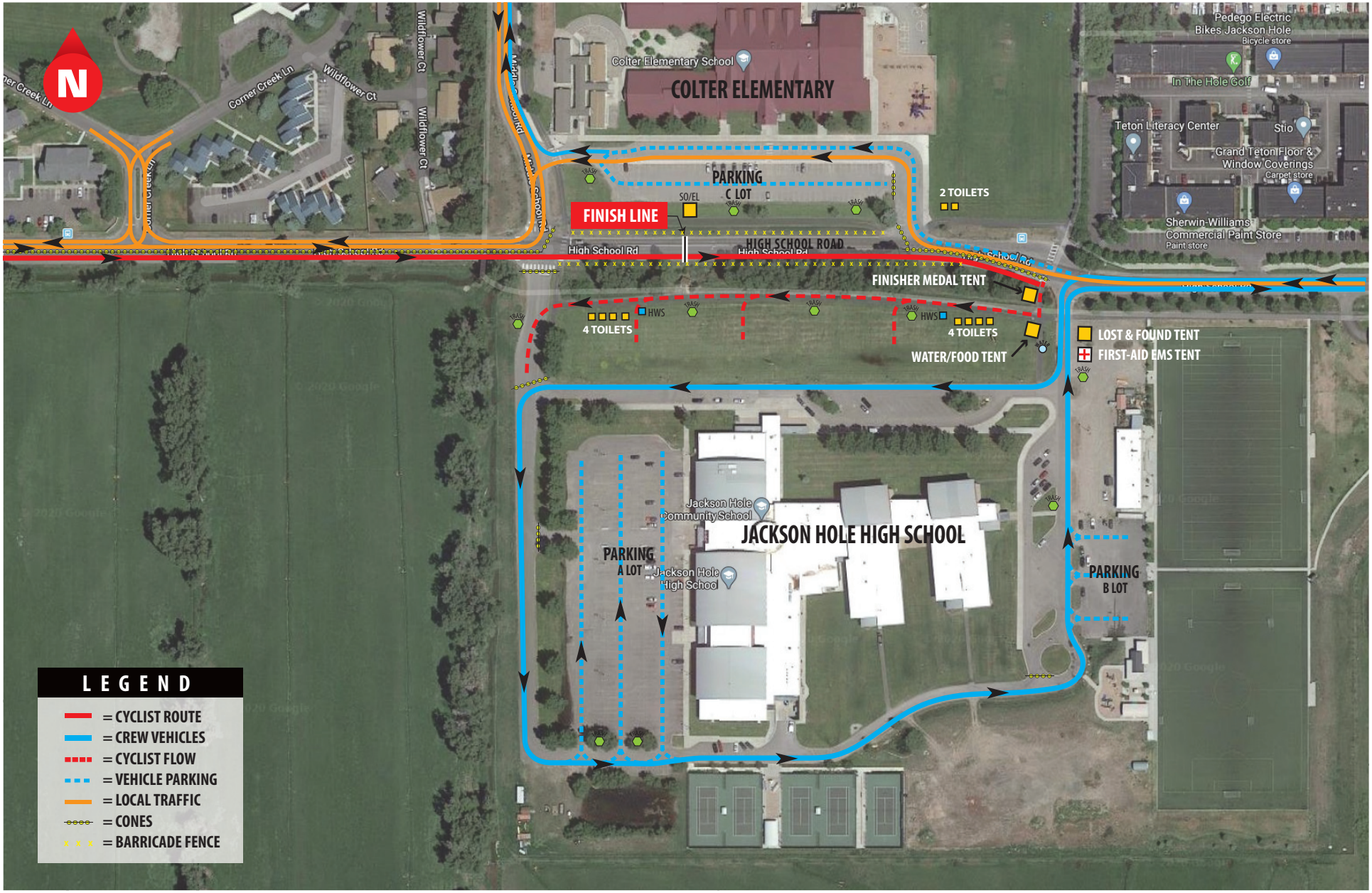
APPLICANT: eSigned via SeamlessDocs.com E Brent Chambers Key: d006bb9c9987956c6be92b86b94d9294 _____
Signature

APPLICANT: E Brent Chambers
Printed Name

DATE: 07/23/2020

TITLE: President and Event Director

FINISH LINE: CYCLOSPORTIVE RIDE



USACYCL-20 MRODRIGUEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Fairly Group Certificates	
Fairly Consulting Group, LLC 1800 S. Washington, Suite 400 Amarillo, TX 79102	PHONE (A/C, No, Ext): (806) 376-4761	FAX (A/C, No): (806) 337-1859
	E-MAIL ADDRESS: certs@fairlygroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lexington Insurance Company	19437
INSURED	INSURER B :	
USA Cycling, Inc. 210 USA Cycling Point, Suite 100 Colorado Springs, CO 80919	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		015375404	12/31/2019	12/31/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: Per Event							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Job 2020-1495
Event Number: 2020-1495
Event Name: LOTOJA CLASSIC
Event Location: LOGAN, UT TO JACKSON, WY, UT
Event Date(s): 09/12/2020

CERTIFICATE HOLDER

TOWN OF JACKSON
P.O. BOX 1687
JACKSON, WY 83001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ENDORSEMENT

This endorsement, effective 12:01 AM 12/31/2019

Forms a part of policy no.: 015375404

Issued to: USA CYCLING, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG 2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

AS REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

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2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.

Authorized Representative

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WHAT ARE WE LEARNING FROM THE COVID-19 PANDEMIC?

The COVID-19 pandemic has affected all of us in many ways. A few of us have become experts in hosting Zoom meetings. Many are learning the importance of staying healthy physically, mentally, spiritually, economically, and socially. Our experience with this disease will define our perspective and influence our daily choices. We are witnessing a vast spectrum of responses to COVID-19; from the person that hasn't been outside since the economic shut down to another that ignores "staying safe" recommendations. Most of us are somewhere in between.

LoToJa will err on the side of caution as we plan and execute this year's event. We will follow CDC and local/state health department recommendations in our preparations and event production efforts, adjusting our plans and processes to mitigate the health risks to everyone either involved or affected by our event. This includes cyclists, their crews, volunteers, sponsors, vendors, etc. as well as the businesses and residents in the communities we pass through. We feel very strongly that the COVID-19 pandemic should not stop any of us from living life. **WE CAN ADAPT. WE MUST MOVE FORWARD.**

FIVE KEY PRINCIPLES TO UNDERSTAND REGARDING COVID-19

1) COVID-19 is easily spread, but also controllable
2) Similar to influenza, the virus is spread through direct contact and droplets. To learn more [CLICK HERE]
3) Aerosolized spread may be possible but is much more likely in enclosed spaces
4) "On bike" outdoor activities are significantly lower risk of infection compared to inside "off bike" activities (e.g. in a car, hotel, or restaurant)
5) Everyone has the responsibility to not spread the virus and to not contract the virus

WHAT CAN WE ALL DO TO HELP STOP THE SPREAD OF COVID-19?

Our answer to this question can be summarized in the three simple sign designs included below. Additional event plans and adaptations will be presented in the following pages.

COVID-19 RISK MITIGATION PLANS... LOTOJA WILL:

PRE-EVENT ACTIVITIES:

- No orientation meetings (large indoor gatherings)
- Event information will be provided online and via LoToJa Latest email communications
- Information specific to COVID-19 will be provided as follows:
    1) Health Reminders – signs and symptoms, how it spreads, people at high-risk, etc.
    2) Recommendations on how to prepare before coming to LoToJa, including travel guidelines
    3) Information on what to do and expect during LoToJa

EVENT ADAPTATIONS:

Overall Application:

- Implement social distancing guidelines and solutions in every area
- Provide hand sanitizer with instructions for use
- Hand washing stations
- Barriers between volunteers and cyclists
- Special reminder signs
- Place temporary markings on the ground, providing 6 foot distancing
- Personal Protective Equipment (PPE) used by all volunteers, vendors, etc. and with proper training
- Face masks must be worn by crews and cyclists when off the bike or outside their vehicle

Packet Pickup:

- Temperature checks using digital no-touch thermometers (COVID-19 Screening Questions)
- Preschedule/assign pickup times
- Outside in open area (consider moving to a large park?)
- One-way distribution process
- Waivers signed in advance (electronically)

Start Line:

- Temperature checks using digital no-touch thermometers
- Start window increased from 90 to 150 minutes (from 3 to 5 minute intervals)
- Enlarge start corral to accommodate 6' start lanes (marked on ground)
- Less than 50 cyclists per start group
- Alternate between Race and Ride starts to create 10-minute gaps on road between Logan and Preston
- Separate staging areas for Ride vs. Race cyclist to reduce number of start groups stacked up behind each other
- Allow for cyclists to roll through the start line up to two minutes after main group leaves

EVENT ADAPTATIONS (continued):

Cyclist and Crew Distancing:

- Reduced number of cyclists and crews
- Separate Race and Ride feed zones and divide where crew vehicles are allowed
- Race Crews: Allowed in Montpelier and Alpine feed zones ONLY
- Ride Crews: Allowed in Preston and Afton feed zones ONLY
- Lengthen, enlarge, and/or change feed zone locations to accommodate increased spacing
- In Star Valley, two additional alternate meet-up spots (outside feed zones) for cyclists and crews

Feed Zones and Water Stops and Transition Zones:

- Cyclists are required to hand sanitize prior to entering the feed area
- Only volunteers touch and distribute food via pass-through slot on barrier; food is prepackaged
- Water distribution ONLY (no pre-mix)
    - Using water jugs with extended 6' spouts; valve controlled by designated volunteer
    - Energy drink powder provided in individual containers, mixed by cyclist
- No hand-ups to Race cyclists at neutral feed zones (pre-filled bottles will be available to stop and grab at designated tables)
- All used bottles and other refuse will be disposed of by the event organizer
- Volunteers will drive separately or only with people they feel sure are not sick and will not be in a CDC high risk groups

Finish Lines (proposing two locations):

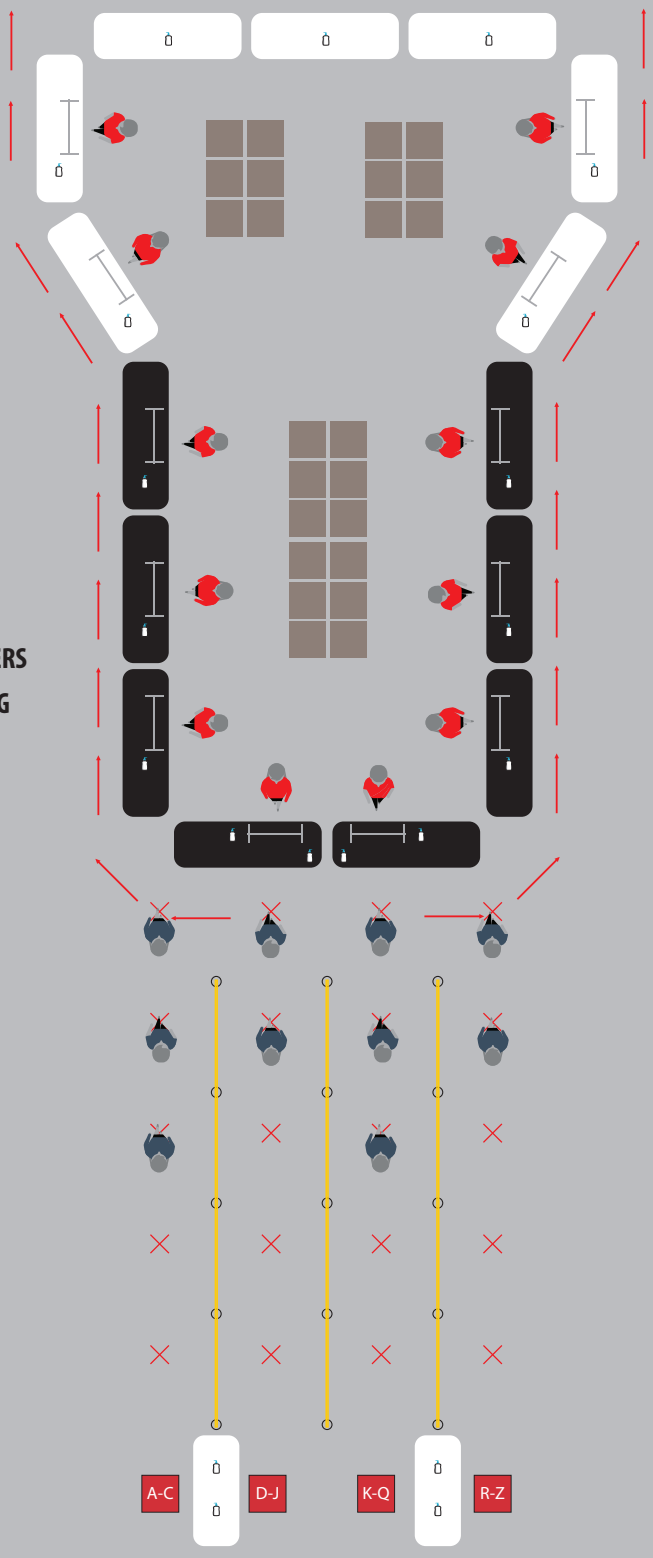
- Two different finish line locations for Ride vs Race cyclists (to reduce numbers and possible congestion)
- Cyclists are required to remove and deposit their own timing chip (provide sanitized chair for those that need extra assistance)
- Finisher Medals distributed same as feed zone food (no contact between volunteer and cyclist)
- Finisher buffs given using grabber device to maintain 6' distance
- Implement a one-way traffic plan for crew/cyclist into and out of finish line area (counter clockwise)
- Water stations to follow same guidelines/setup as feed zones
- No merchandise sales at Teton Village Finish Line

Awards Ceremonies (Race Only):

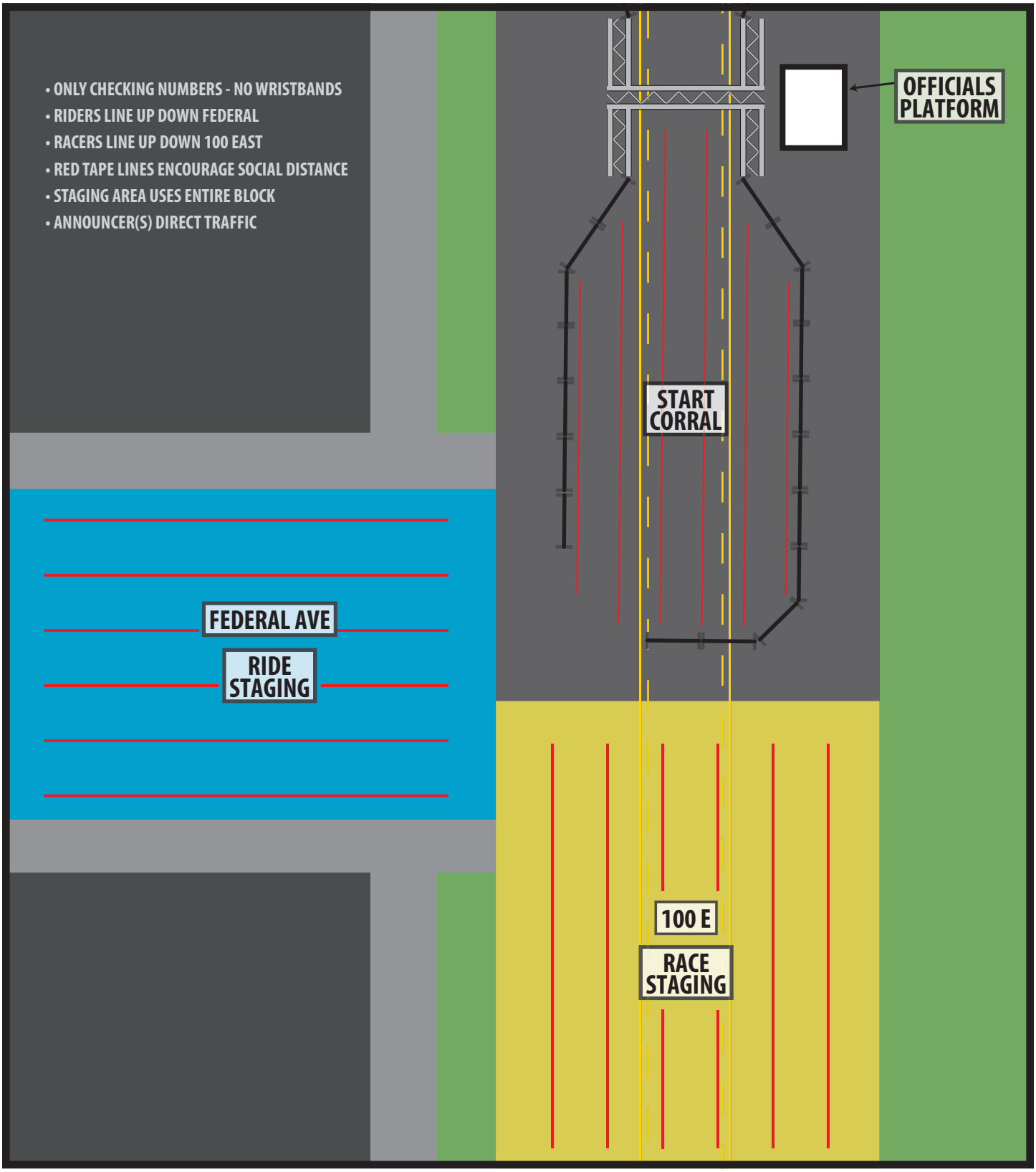
- Hosted at JHMR outdoor amphitheater in the commons area behind the tram
- Podium Awards given one category at a time (5 places per ceremony); short and simple
- Multiple ceremonies to limit crowding and numbers, respecting social distancing
- Athletes required to wear masks during the ceremony
- Podium blocks will be placed six feet apart
- Self serve awards where riders pickup their prize bag after hand sanitizing
- Riders not be allowed to high five, hug, or contact each other during the podium ceremony
- Staff photographer will provide podium awards pictures for free
- Implement a one-way traffic plan for pedestrian traffic into awards area

PACKET PICKUP: TRAFFIC FLOW

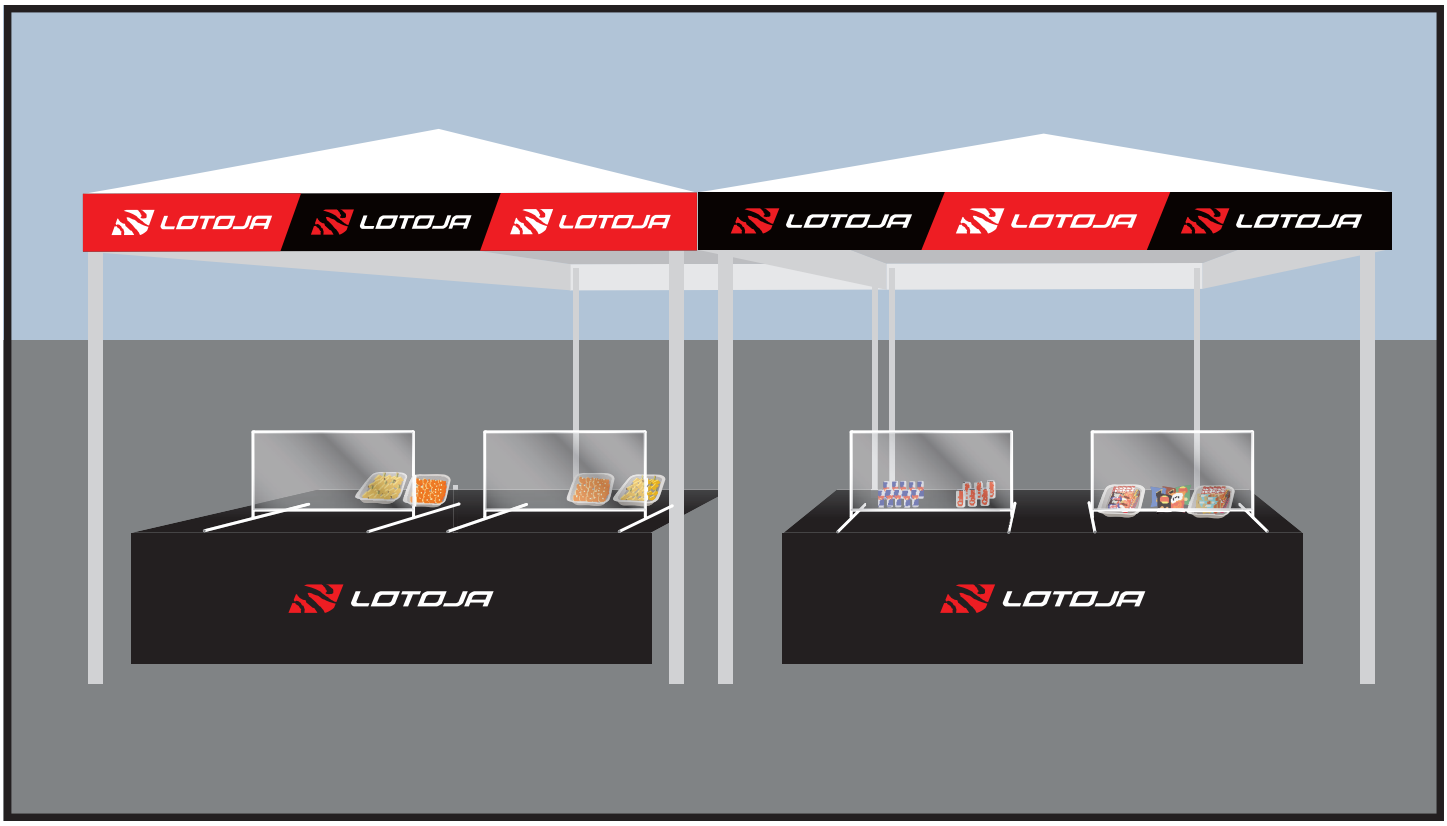
- CHECKIN LINES SEPARATED BY CAUTION TAPE
- HAND SANITIZER ON EVERY TABLE
- MYLAR BARRIERS SEPARATE RIDERS FROM VOLUNTEERS
- REDUCED VOLUNTEER COUNT TO MINIMIZE CROWDING
- FOOT TRAFFIC IS NATURALLY ONE-WAY



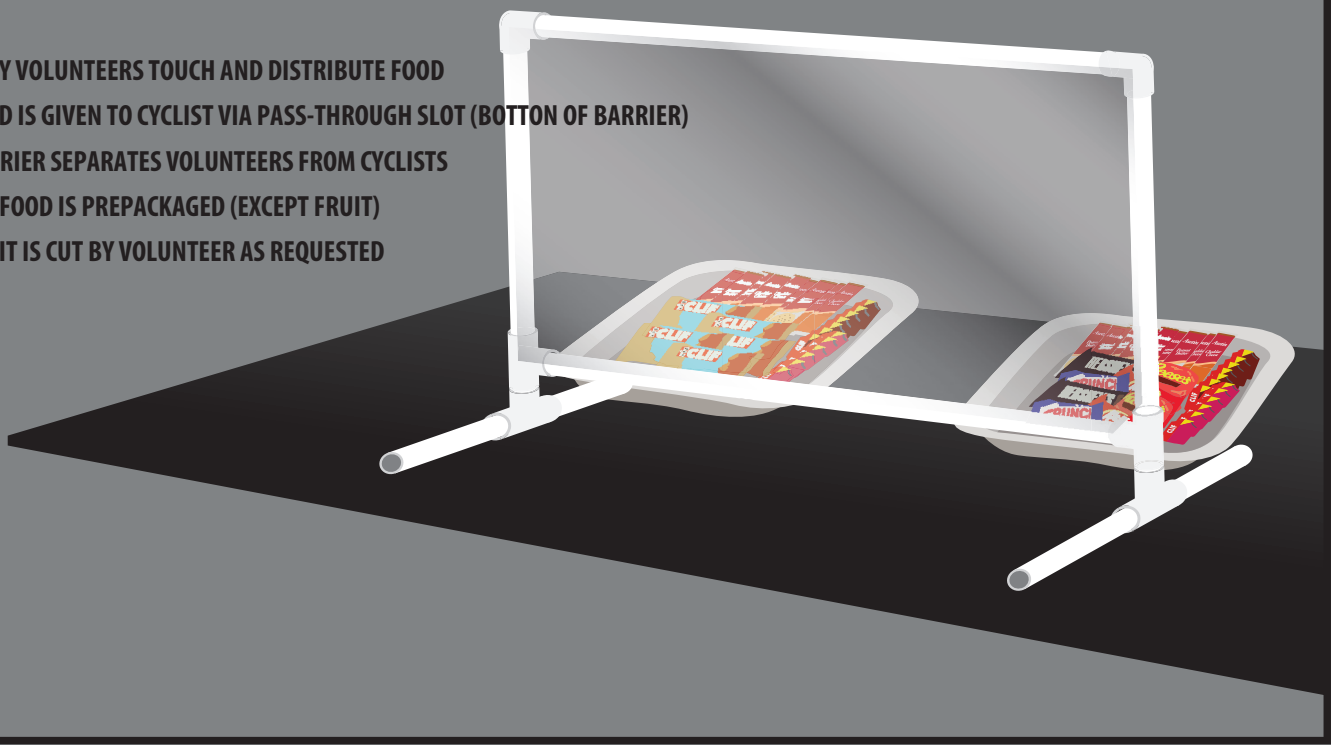
START LINE: CORRAL SETUP



FEED ZONE: FOOD TABLES

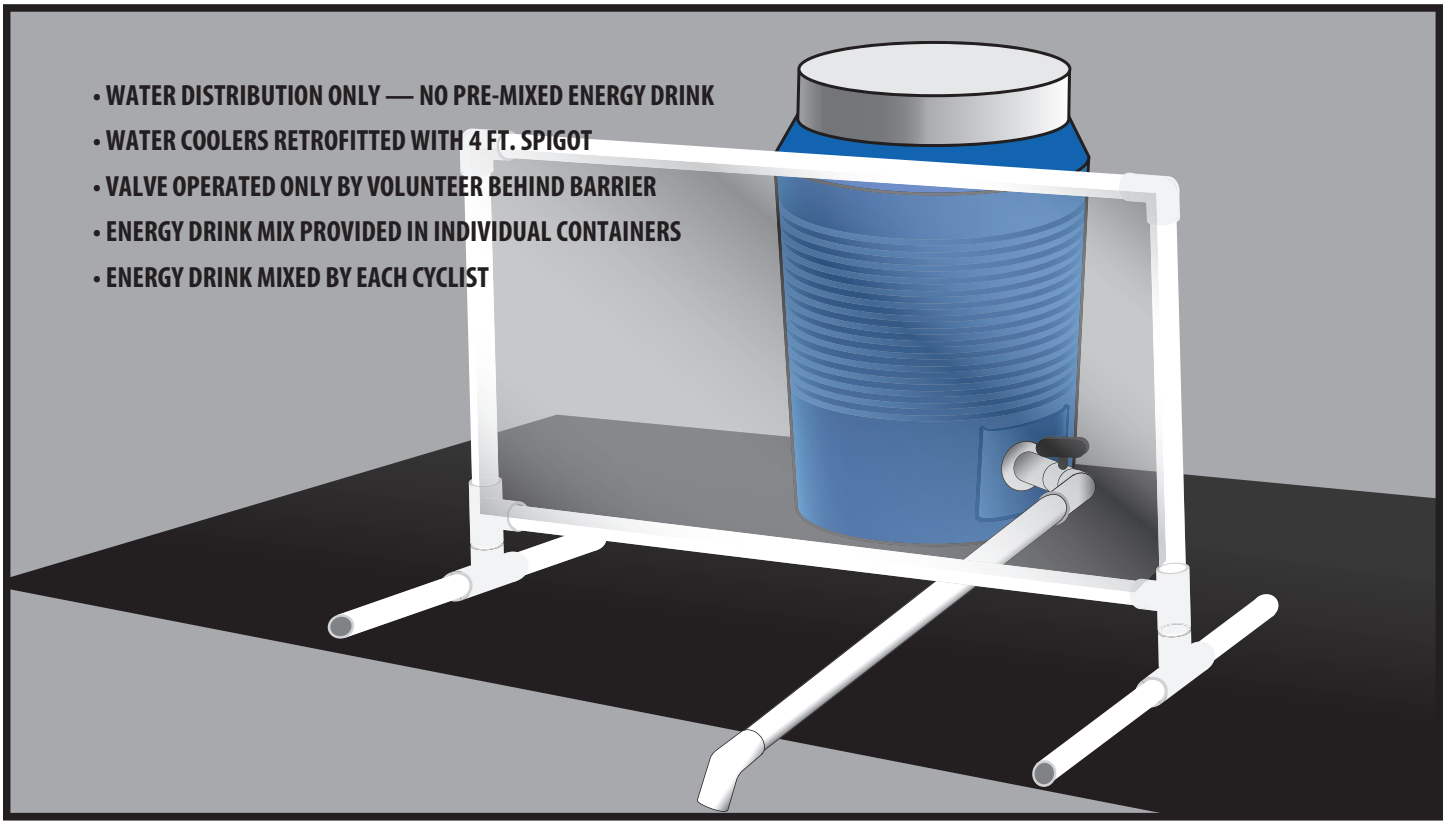


- ONLY VOLUNTEERS TOUCH AND DISTRIBUTE FOOD
- FOOD IS GIVEN TO CYCLIST VIA PASS-THROUGH SLOT (BOTTON OF BARRIER)
- BARRIER SEPARATES VOLUNTEERS FROM CYCLISTS
- ALL FOOD IS PREPACKAGED (EXCEPT FRUIT)
- FRUIT IS CUT BY VOLUNTEER AS REQUESTED



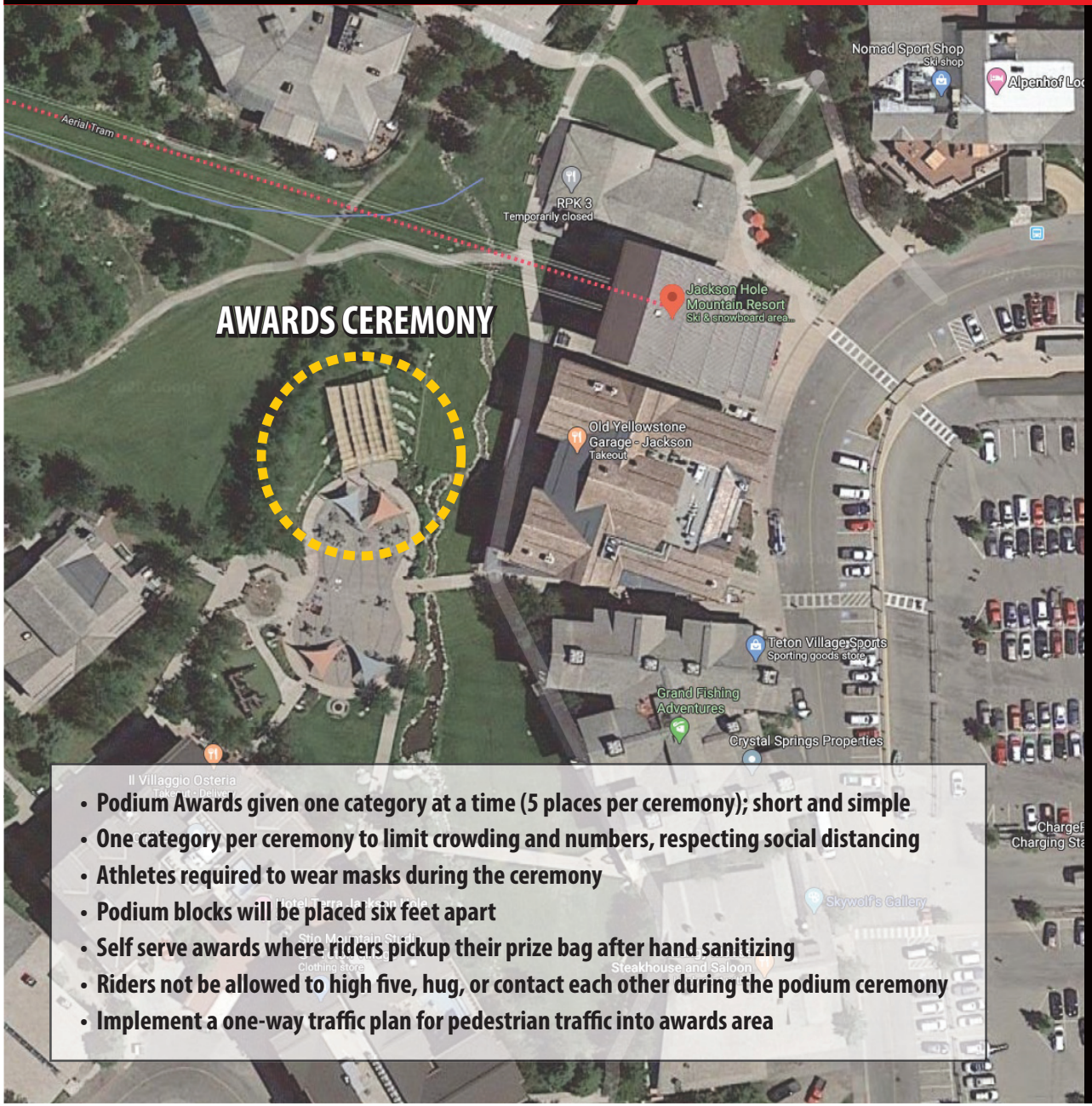
FEED ZONE: WATER TABLES

- WATER DISTRIBUTION ONLY — NO PRE-MIXED ENERGY DRINK
- WATER COOLERS RETROFITTED WITH 4 FT. SPIGOT
- VALVE OPERATED ONLY BY VOLUNTEER BEHIND BARRIER
- ENERGY DRINK MIX PROVIDED IN INDIVIDUAL CONTAINERS
- ENERGY DRINK MIXED BY EACH CYCLIST



LOTOJA

FINISH LINE: AWARDS CEREMONY



- Podium Awards given one category at a time (5 places per ceremony); short and simple
- One category per ceremony to limit crowding and numbers, respecting social distancing
- Athletes required to wear masks during the ceremony
- Podium blocks will be placed six feet apart
- Self serve awards where riders pickup their prize bag after hand sanitizing
- Riders not be allowed to high five, hug, or contact each other during the podium ceremony
- Implement a one-way traffic plan for pedestrian traffic into awards area

TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: **PRESENTER**: Roxanne Robinson

MEETING DATE: August 3, 2020

SUBJECT: **Agreement for Drug and Alcohol Testing Services**

STATEMENT/PURPOSE

The Town Council approves contracts on behalf of the Town of Jackson. The new third party drug tester requested a contract.

BACKGROUND/ALTERNATIVES

The Town of Jackson conducts pre employment, post accident, reasonable suspicion and random drug and alcohol testing for CDL holders in order to comply with federal mandates from the Federal Transit Administration (FTA) for bus drivers and the Federal Motor Carrier Safety Administration (FMCSA) for all other Commercial Driver's License (CDL) holders. We have an additional Drug Free Workplace policy in place for non-CDL employees in order to maintain our discount with Wyoming Worker's Compensation. The Council may recall that last year updated policies were adopted by the Town Council.

The Town of Jackson has utilized the services of Advantage Testing for approximately 15+ years and just recently we sought out proposals from other providers for this same service. Our most recent audit from WYDOT required additional information and adjustments in some areas and staff felt it prudent to consider alternatives to service providers and review fees charged for the services provided.

Tests conducted by WyTest will be held at Jackson Hole Health during working hours M-F and at St. John's Health for after hours and weekend tests. WYTest is a third party administrator based out of Worland, WY. A comparison of services is listed below:

Third Party Administrator Cost Comparison		
Service	WYTest	Advantage Testing
Monthly random selection service	Included in testing price with a $5.00 fee per employee addition/removal from random pool	$40.00 a month
Monthly billing service	Included in testing price. Sends invoice after every test. Will work very well with TOJ PO system.	Has mentioned there will be a fee and a late fee for monthly billing, but has not sent price. Previous late fee is listed as $75.00
Pre-employment non-DOT Drug Test	$80.00	$48.00
Pre-employment DOT Drug Test	$80.00	$60.00
Random DOT Drug Test	$80.00	$60.00
Post-Accident DOT Drug Test	$80.00	$60.00
Random DOT Breath Alcohol Test	$35.00	$60.00
Post-Accident DOT Breath Alcohol Test	$35.00	$45.00
Post-Accident DOT + Breath Alcohol Test	$110.00	n/a
Shipping remote tests	Included in testing price	$7.95 per test
Cancellation fees	Unknown	$30.00
After hours testing fee	All testing prices double outside of Monday – Friday from 9:00 am – 5:00 pm due to testing at St. John's ER.	$60 an hour
Collection, lab, MRO review and reporting fees	Included in testing price	Included in testing price
Hourly service time	No hourly service time billed.	$60 an hour. Note: On the 1st quarter 2020 invoice there was $405.00 charged in hourly service time. This included wait time for random testing, sanitizing her office, unsolicited consult e-mails, consult about a random test, after hours random testing fees, time spent coordinating a remote pre-employment test. The 2019 4th quarter invoice shows $915.00 charged for hourly service time.

Staff recommends we switch providers to WYTest. The Town Council has several options listed below:

1. Approve the contract with WYTest and authorize the Town Manager to execute the contract on behalf of the Town subject to any corrections or changes by the Town Attorney.
2. Continue the discussion.
3. Other.

COMPREHENSIVE PLAN ALIGNMENT

In order to continue to provide quality community services as called for in Section 8 of the Comprehensive Plan, quality training and testing of employees is necessary to ensure the health, safety, and welfare of our citizens and guests as well as our employees.

STAKEHOLDER ANALYSIS

Stakeholders involved in this issue include WYTest, Jackson Whole Health, St. John's Health, Advantage Testing, supervisors and employees at the Town of Jackson involved with drug and alcohol testing, and citizens of and guests to the community that rely on Town employees for their health, safety, and welfare.

FISCAL IMPACT

Staff believes the difference in cost will be negligible but will continue to monitor costs and present other recommendations in the future should there be a need.

STAFF IMPACT

The staff impact of switching providers is positive.

LEGAL REVIEW

Ongoing.

ATTACHMENTS

Agreement with WYtest.

RECOMMENDATION

Staff recommends approval of the contract as presented.

SUGGESTED MOTION

I move to approve the contract with WYTest and authorize the Town Manager to execute the contract on behalf of the Town subject to any corrections or changes by the Town Attorney.

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN

WY-TEST AND THE TOWN OF JACKSON, WYOMING

THIS INDEPENDENT CONTRACTOR AGREEMENT executed on this the _____ day of_____ is by and between the Town of Jackson, Wyoming **(hereinafter "Compa**ny"), and **WY-TEST (hereinafter "Contractor"**).

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, Company hires Contractor, and Contractor agrees to work for Company under the terms and conditions hereby agreed upon by the parties:

SECTION 1 - WORK TO BE PERFORMED

1.1 **Term**. Company agrees to hire Contractor, at will, for a term commencing on_____, and continuing until terminated in accordance with Section 4.

1.2 **Duties**. Contractor agrees to perform work for the Company on the terms and conditions set forth in this Agreement, and agrees to devote all necessary time and attention (reasonable periods of illness excepted) to the performance of the duties specified in this Agreement. Contractor's duties shall be as follows: per Addendum A. Contractor further agrees that in all such aspects of such work, Contractor shall comply with the policies, standards, regulations of the Company from time to time established, and shall perform the duties assigned faithfully, intelligently, to the best of his/her/their ability, and in the best interest of the Company.

SECTION 2 - CONFIDENTIALITY

2.1 **Confidentiality**. Contractor acknowledges and agrees that all financial and accounting records, lists of property owned by Company, including amounts paid therefore, client and customer lists, and other Company data and information related to its business (hereinafter collectively "Confidential Information") are valuable assets of the Company.

Except for disclosures required to be made to advance the business of the Company and information which is a matter of public record, Contractor shall not, during the term of this Agreement or after the termination of this Agreement, disclose any Confidential Information to any person or use any Confidential Information for the benefit of Contractor or any other person, except with the prior written consent of the Company.

2.2 **Return of Documents**. Contractor acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes and other documentation related to the business of the Company or containing any Confidential Information shall be the sole and exclusive property of the Company, and shall be returned to the Company upon the termination of this Agreement or upon the written request of the Company.

2.3 **Injunction**. Contractor agrees that it would be difficult to measure damage to the Company from any breach by Contractor of Section 2.1 or 2.2 and that monetary damages would be an inadequate remedy for such breach. Accordingly, Contractor agrees that if Contractor shall breach Section 2.1 or 2.2, the Company shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Company.

2.4 **No Release**. Contractor agrees that the termination of this Agreement shall not release Contractor from any obligations under Section 2.1 or 2.2.

SECTION 3 - COMPENSATION

3.1 **Compensation**. In consideration of all services to be rendered by Contractor to the Company, the Company shall pay to the Contractor the sums referenced in Addendum A.

3.2 **Withholding; Other Benefits**. Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes.

Contractor shall be solely responsible for reporting and paying any such taxes. The Company shall not provide Contractor with any coverage or participation in the Company's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees.

3.3 **Expenses**. Company shall reimburse Contractor all reasonable and necessary expenses incurred by Contractor in connection with the performance of its duties hereunder, provided, the Town Manager or designee of the Company has approved such expenses in advance.

SECTION 4 - TERMINATION

4.1 **Termination at Will**. This Agreement may be terminated by the Company immediately, at will, and in the sole discretion of the Town Manager of the Company. Contractor may terminate this Agreement upon thirty (30) days written notice to the Company. This Agreement also may be terminated at any time upon the mutual written agreement of the Company and Contractor.

4.2 **Death**. In the event the Contractor dies during the term of this Agreement, this Agreement shall terminate. In such situation, the Company shall pay to Contractor all and any payments due and owing hereunder that accumulated prior to the date of termination within thirty (30) days of termination.

SECTION 5 - INDEPENDENT CONTRACTOR STATUS

Contractor acknowledges that he is an independent contractor and is not an agent, partner, joint venturer nor employee of Company. Contractor shall have no authority to bind or otherwise obligate Company in any manner nor shall Contractor represent to anyone that it has a right to do so. Contractor further agrees that in the event that the

Company suffers any loss or damage as a result of a violation of this provision Contractor shall indemnify and hold harmless the Company from any such loss or damage.

SECTION 6 - REPRESENTATIONS OF WARRANTIES OF CONTRACTOR

Contractor represents and warrants to the Company that there is no employment contract or other contractual obligation to which Contractor is subject, which prevents Contractor from entering into this Agreement or from performing fully Contractor's duties under this Agreement.

Contractor also represents and warrants that it has the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement and that it shall maintain all required licenses, including without limitation, all necessary professional and business licenses, throughout the term of this Agreement.

SECTION 7 - MISCELLANEOUS PROVISIONS

7.1 The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties. Any provision hereof which imposes upon Contractor or Company an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Contractor or Company.

7.2 In the event of a default under this Agreement, the defaulting party shall reimburse the non-defaulting party for all costs and expenses reasonably incurred by the non-defaulting party in connection with the default. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, each party shall bear its own legal costs and fees and there shall be no reimbursement by either party to the other for such costs.

7.3 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

7.4 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Wyoming. The Parties hereto elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Agreement was negotiated by both parties hereto and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.

7.5 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

7.6 The Town of Jackson 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.

7.7 If a Court finds any provision of this Agreement to be invalid or unenforceable, such finding shall not render the entire agreement void or unenforceable. If feasible, the offending provision shall be deemed modified within the limits of enforceability or validity. If the offending provision cannot be modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

WITNESS OUR SIGNATURES, this the _____ day of _____, _____.

COMPANY_____

By:_____
Town Manager

CONTRACTOR:_____

By:_____
Contractor

ADDENDUM A:

1. Contractor will perform all duties in compliance with the 49CFR part 40, Part 655, and part 382.
2. Contractor will maintain all necessary qualifications pursuant to USDOT regulations.
3. Contractor will charge prices as listed below.
4. Prices are valid for 2 years after which prices must be agreed upon prior to an increase.

Pricing

Rates Include:

- All Testing, Random Pool Selection, DHHS (NIDA)-Certified Lab Analysis, MRO Results-Reporting, & Year-round Record Keeping, Collector DOT Qualification.
- All 5-panel tests shall be pursuant to 49 CFR part 40, part 655, and part 382.

DOT	
Urine drug/split	$80.00 per test
Urine drug/split with a breath alcohol	$110.00 per test
Alcohol	
Breath Alcohol (includes confirmation)	$35.00 per test
Additions or deletions to the random pool	$5.00 per employee

After hours 7pm to 7am, weekends and all nationally recognized holidays, 2x the normal pricing will be charged.

TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Administration **PRESENTER**: Roxanne Robinson

MEETING DATE: August 3, 2020

SUBJECT: **Vaping Regulations Discussion**

STATEMENT/PURPOSE

The Town Council adopted Ordinance W on first reading at the July 20 Town Council meeting that prohibited the sale of vape products but also directed staff to look into creating a separate class of business. Staff's initial research into a separate class of business as well as another option are presented below.

BACKGROUND/ALTERNATIVES

Second reading of Ordinance W is presented under the ordinance portion of the agenda. Ordinance W prohibits the sale of flavored electronic cigarettes or flavored vapor material for any business in the Town of Jackson. Should Council choose to proceed with this ordinance, it could be adopted at 2nd reading tonight.

This agenda item presents:

1. an option to exempt specific businesses from the overall prohibition on selling vape products, specifically for businesses that prohibit entry to persons under 21 years of age, and
2. the results of initial research back to the Council on creating a separate class of business.

Draft Ordinance XX, attached, provides an exception to the prohibition so that businesses that don't allow persons under 21 years of age to enter are able to sell flavored electronic cigarettes and flavored vapor material. This would mean that any business that does **not** allow persons under 21 to enter could sell these products, including existing retail liquor stores. Should Council choose to proceed with this ordinance, it would need to be adopted at 1st reading.

Draft Ordinance YY, attached, creates a separate type of license for Flavored Vape Retailers that also prohibits entry to persons under 21 years of age. The ordinance requires an application, a fee, a prohibition against transfer, compliance monitoring, as well as penalties, suspension and revocation. Ordinance YY does not create licensing for all tobacco retailers, only flavored vape retailers. Should Council wish to pursue regulation over prohibition (Ordinance W) or exceptions (Ordinance XX), there would be a notable staff impact and that impact is discussed below under a separate heading. Should Council choose to proceed with this ordinance, it would need to be adopted at 1st reading. Additionally, a separate resolution would need to be prepared that sets the license fee, a public hearing held at 2nd reading of the ordinance, and the resolution could be adopted at 3rd reading of the ordinance.

Please note that neither Ordinance W, Ordinance XX, nor Ordinance YY addresses the possession of vape materials, and only addresses the sale. Each of these ordinances presented would be an option for single adoption moving forward and would not be adopted together.

Please note that the Town Council has received public comment indicating that pursuit of Ordinance XX (with the exception) or Ordinance YY (with regulation), would affect the current support from the Community

Prevention Coalition of Teton County. The Community Prevention Coalition of Teton County supports the full ban as well as licensing and regulation for all tobacco retailers. The Board of Trustees of the Teton County School District also presented a letter of support banning the sale of flavored vape products.

The Council has many options available to them including:

1. Take no action on these two draft ordinances and proceed with adoption of Ordinance W on second reading.
2. Place Ordinance XX for consideration later on in the meeting that would allow only those businesses that prohibit entry to persons under 21 years of age to sell flavored vape products.
3. Place Ordinance YY for consideration later on in the meeting that would allow specific businesses to sell flavored vape products by comprehensively regulating those businesses that also prohibit entry to persons under 21 years of age.
4. Postpone action until further discussion can occur either at a workshop or regular meeting.
5. Take no action tonight on any of the ordinances presented.
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. Allowing specific businesses to continue to sell these products may support Section 6: A Diverse and Balanced Economy.

STAKEHOLDER ANALYSIS

The stakeholders involved with either the ban, the exception or the regulation of vape products 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. Stakeholders include the Community Prevention Coalition and the Teton County School District as well as Town of Jackson staff that would be involved in enforcement and compliance.

FISCAL IMPACT

The fiscal impact of banning these sales may result in a marginal decrease in sales and use taxes. The fiscal impact of allowing an exception to the rule may have minimal impact. The fiscal impact of regulating vape retailers would depend upon the amount of the fee to be charged for this type of license. If the fee were similar to a retail liquor license fee of $1500, the fee may discourage these types of businesses.

Ordinance passage has fiscal impacts associated with advertising. Depending on the length of the ordinance the cost is between $600 - $1000. 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

Thus far, related to research and presentation of information related to vaping, staff has spent approximately 80 hours, with 50 of those hours spent by the Town Attorney. Staff impact of preparing/amending the draft ordinance(s) continues to be notable and involves work from Lea Colasuonno, Town Attorney; Todd Smith, Chief of Police; Michelle Weber, Support/Training Sergeant; Roxanne Robinson, Assistant Town Manager, Sandy Birdyshaw, Town Clerk, and Kelly Thompson, Finance Director. 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 all nicotine licensing, it would have a notable impact on staff and 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 for that research.

Should the Town Council choose to move forward with Ordinance YY, in addition to the approximate 80 hours of work already completed to date by the Town Attorney, Support/Training Sergeant, Town Clerk, Finance Director and Assistant Town Manager, additional staff impact would be felt upon passage and implementation. An additional 6 total combined hours would be spent by the Town Attorney, Town Clerk, and Assistant Town Manager on resolution preparation, staff report preparation, as well as resolution printing, signing, scanning and archiving. It is estimated that 8 total combined hours would be spent on implementation that includes application creation, application review, license creation and issuance. There would likely be an additional 10 hours spent on education and noticing to current retailers.

It is estimated that 10 total combined hours would be spent each year on renewal notices and license printing, payment processing, compliance monitoring, and complaint investigation.

Any ordinance passage requires an approximate 3 total combined hours for finalization, sending to the newspaper for advertisement, purchase order and invoice processing for public noticing, printing and signatures for permanent record storage, archiving, codification into the Municipal Code.

LEGAL ISSUES

Ongoing.

ATTACHMENTS

Ordinance XX redline providing an exception to the prohibition on selling flavored vape products for businesses that prohibit entry to persons under 21 years of age.
Ordinance YY setting forth a comprehensive regulatory scheme to allow only businesses limiting access to persons under 21 years of age to sell flavored vape products.

RECOMMENDATION

Staff recommends Council adopt Ordinance W on second reading as presented later on in the agenda and take no action on draft ordinances XX or YY.

SUGGESTED MOTION

No motion is necessary if Council follows staff's recommendation. Should Council wish to consider ordinance XX or YY, options would be:

I move to place Ordinance XX for consideration later on in the meeting that would allow only those businesses that prohibit entry to persons under 21 years of age to sell flavored vape products.

OR

I move to place Ordinance YY for consideration later on in the meeting that would allow specific businesses to sell flavored vape products by comprehensively regulating those businesses that also prohibit entry to persons under 21 years of age.

ORDINANCE XX

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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
8.35.060 Exception

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:

DRAFT

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.

8.35.060 Exception

This Chapter shall not apply to businesses where entry into the premises is prohibited for persons under 21 years of age.

SECTION II

DRAFT

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

DRAFT

ORDINANCE YY

AN ORDINANCE ADDING CHAPTER 5.90 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING 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

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 citizens and guests, particularly the youth; and

WHEREAS, the use of flavored electronic cigarettes or flavored vapor material by youth is a pediatric malady 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 is inherently dangerous and causes 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.

SECTION I.

There is hereby added Chapter 5.90 of Title 5 Sale of Flavored Electronic Cigarettes or Flavored Vapor Material of the Municipal Code of the Town of Jackson as follows:

CHAPTER 5.90
SALE OF FLAVORED ELECTRONIC CIGARETTES OR FLAVORED VAPOR MATERIAL PROHIBITED

Sections:

5.90.010	Purpose
5.90.020	Definitions
5.90.030	License Required
5.90.040	Requirements and Prohibitions
5.90.050	Licensure
5.90.060	Fees
5.90.070	Compliance Monitoring
5.90.080	Penalties, Suspension and Revocation of License

5.90.010 Purpose

The purpose of this chapter is to protect the health, safety, and welfare of Jackson citizens, particularly youth, by regulating sales of flavored electronic cigarettes or flavored vapor material within the Town of Jackson and prohibiting sales of such products to any person under 21 years of age.

5.90.020 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. ***Flavored Vape Retailer*** means a business that sells, offers for sale, or does or offers to exchange for any form of consideration Flavored Electronic Cigarettes, Flavor Enhancers or Flavored Vapor Material without regard to the quantity sold, offered for sale, exchanged, or offered for exchange.

I. ***Vapor Material*** shall have the meaning set forth in Wyo. Stat. § 14-3-301, as amended.

5.90.030 License Required

A. It shall be unlawful for any person to act as a Flavored Vape Retailer within the Town without first obtaining and maintaining a valid Flavored Vape Retailer License pursuant to this Chapter for each location where sales occur. The Flavored Vape Retailer License issued under this Chapter is in addition to a General Business License issued pursuant to 5.12.
B. No license may be issued to authorize a Flavored Vape Retailer anywhere other than at a fixed, permanent commercial premises, which shall be designated in the Flavored Vape Retailer License application.
C. No Flavored Vape Retailer License shall be issued to any applicant under 21 years of age.

5.90.040 Requirements and Prohibitions

A. Minimum legal sales age. Flavored Electronic Cigarettes, Flavor Enhancers and Flavored Vapor Material shall not be sold to any person under 21 years of age.
B. Licenses premises age restriction. No Flavored Vape Retailer shall admit persons under 21 years of age into the licensed premises.
C. Display of license. Each Flavored Vape Retailer License shall be prominently displayed on the premises of the licensee in a publicly visible location.
D. Signage requirements. Each Flavored Vape Retailer shall prominently display at its entrance signage indicating that Flavored Electronic Cigarettes, Flavor Enhancers or Flavored Vapor Material shall not be sold to any person under 21 years of age.
E. Lawful business operation. It shall be a violation of this Chapter for a licensee, or any of the licensee's agents or employees, to violate any local, state, or federal law applicable to Flavored Electronic Cigarettes, Flavor Enhancers, Flavored Vapor Material or tobacco, as those, or substantially similar terms, are defined in the respective jurisdictions.
F. Requirements of identification. No Flavored Vape Retailer shall admit any person into its licenses premises without first examining the identification of the person to confirm that they are at minimum 21 years of age.

5.90.050 Licensure

A. Issuance. The Town Manager or a designee thereof shall issue a Flavored Vape Retailer License pursuant to an application compliant with 5.04.XXX, unless one or more of the following bases for denial exists and/or a violation of chapter 5.04 exists:
    1. The information presented in the application is incomplete, inaccurate or false.
    2. The applicant seeks a license for a location where it is not legally authorized;
    3. The applicant has had a license issued under this chapter revoked within 1 year immediately preceding the filing of the application; or
    4. The applicant is not qualified to hold the requested license under the provisions of this chapter.

5.90.060 Fees

The annual fees for engaging in the business of a Flavored Vape Retailer shall be in the amounts established by resolution and shall be paid pursuant to chapter 5.04.

5.90.070 Compliance Monitoring

A. Monitoring Intervals. Compliance checks shall be conducted at such intervals established by the Town Manager or a designee thereof so as to allow the Town to determine, at a minimum, if the Flavored Vape Retailer is conducting business in a manner that complies with this Chapter and, if deemed appropriate, with other laws applicable to Flavored Electronic Cigarettes, Flavor Enhancers or Flavored Vapor Material.

B. Frequency. The Town Manager or a designee shall have the discretion to consider previous compliance check history of a licensee in determining how frequently to conduct compliance checks with respect to individual licenses.

C. Participation by underage purchaser. It shall not be a violation of the law for a person under 21 years of age to purchase Flavored Electronic Cigarettes, Flavor Enhancers or Flavored Vapor Material if the underage person is participating in a compliance check supervised by any person authorized by the Town or the state of Wyoming to conduct compliance monitoring.

5.90.080 Penalties, Suspension and Revocation of License

A. The following shall be grounds for suspension or revocation of the licensee's license(s):
   1. One or more of the reasons listed in chapter 5.04 or
   2. A violation by a licensee or a licensee's officers, agents, or employees of any of the provisions of this chapter, or any laws of the state of Wyoming or ordinances of the Town relating to the sale or furnishing of Flavored Electronic Cigarettes, Flavor Enhancers or Flavored Vapor Material;

B. If the Town Manager or a designee thereof finds that a violation has occurred, the license is subject to chapter 5.04 for suspension and revocation.

C. In the event a suspension occurs:
   1. The Licensee shall either remove all of the Flavored Electronic Cigarettes, Flavor Enhancers or Flavored Vapor Material from the licensed premises or secure the same in a manner approved in writing by the Town Manager or a designee thereof.
   2. The Town Manager or a designee thereof shall post 1 suspension notice at the licensed premises on or about the first day of the suspension period. The sale, offering to sell, distribution, or traffic of Flavored Electronic Cigarettes, Flavor Enhancers or Flavored Vapor Material s is unlawful during the suspension.

D. When a license has been revoked no new license shall be issued to the same licensee for the period of 1 year after the revocation.

E. Appeals. The appeal of a suspension or revocation shall be governed by Chapter 5.04.

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

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: July 30, 2020
MEETING DATE: August 3, 2020

SUBMITTING DEPARTMENT: Community Development
DEPARTMENT DIRECTOR: Tyler Sinclair
PRESENTER: Tyler Sinclair/Paul Anthony

SUBJECT: C20-001: Re-opening Town Businesses – Food Trucks

STATEMENT/PURPOSE

For Council to provide staff direction on temporarily allowing food trucks in the Town ROW and on private property aimed at supporting safe dining options in response to COVID-19.

BACKGROUND/ALTERNATIVES

On June 1, 2020, the Council considered a number of measures related to supporting local businesses as they sought to reopen for the summer tourist season with restrictions and limitations because of COVID-19. The goals for Town efforts were to:

- Provide a safe, clean, and inviting atmosphere addressing social distancing guidelines of maintaining 6 feet between individuals in our downtown and throughout town
- Support our local economy through our critical Summer season

At that June 1 meeting, the Council considered information provided by staff on how and where food trucks could be allowed on a temporary basis for this summer. Attached to this staff report are the two summaries staff provided the Council at that time that explain the regulatory procedures for allowing food trucks in the public ROW and on private property. The Council decided to not move forward with a summer food truck program for a variety of reasons, including concerns about competition with existing restaurants, the complexity of the program, and staff time necessary to develop and administer the program.

More recently, at a Special Council meeting on July 27, 2020, the Mayor raised concerns that lines for take-out and drive-through food options were getting very long, resulting in a lack of social distancing and long waits for locals to get food, especially affordable food. In response, the Mayor and Council asked staff to reconsider whether allowing food trucks on some level would help alleviate some of these problems. The Council provided some direction as well offering that perhaps food trucks should be allowed only until Labor Day (with the option for extensions), only in limited locations (including one in West Jackson), and possibly only for food trucks with existing licenses.

Based on this feedback, staff's previous research, and staff's assessment of our current available resources (mainly time), staff offers for consideration the following to allow a scaled down version of the food truck options presented to the Council in June.

Food Trucks in the Public ROW

- **Where:** Phil Baux Park (five spaces in SW corner); Miller Park (five spaces on Gill Avenue); Powderhorn Park (5 spaces on Alpine Lane).
- **Who:** Only food trucks that currently have an operating license from the Teton County Environmental Health Department and a Town Business License.
- **When:** Until Labor Day (Sept. 7) (extensions possible), daily; 8am – 8pm; cannot stay overnight.
- **How:** Apply for a Special Event Permit (or new Food Truck application) with Administration Department.
- **What:** Permit gives food truck the right to operate at designated public parking locations but DOES NOT RESERVE or guarantee a space (i.e., spaces are available on a first come-first served basis and the public has equal right to spaces). Staff will not be involved in enforcing a reservation system which can be very time consuming.
- **Fee:** None. Housing Mitigation fees would not apply.
- **Additional Considerations:**
    - Food trucks will increase need for trash pickup and increase inquiries and complaints about food trucks. Staff recommends that food truck be required to provide trash receptables and for disposal.
    - Should we limit food trucks to ones that serve "meal items" (pizza, tacos, hot dogs, etc.) and not snack/deserts (doughnuts, popcorn, etc.)? Or is any type of licensed food truck fine?

Food Trucks on Private Property

- **Where:** Only in zone districts that allow restaurant uses. Must have consent from landowner.
- **Who:** Only food trucks that currently have an operating license from the Teton County Environmental Health Department and a Town Business License.
- **When:** Until Labor Day (Sept. 7) (extensions possible), daily; 8am – 8pm; cannot stay overnight.
- **How:** Apply for a Basic Use Permit (BUP) with the Planning Department.
- **What:** Permit gives food truck the right to operate at designated location, which may be a private parking space or other hardscape area.
- **Fee:** $500. Housing Mitigation fees would not apply.
- **Additional Considerations:**
    - Should there be requirements that food truck must not be located adjacent or near (e.g., 200 ft) from an existing restaurant?
    - Staff is presenting this option as a temporary program to address the COVID situation but it could be extended to a regular program provided that food truck operates for less than 180 days/year (i.e., considered by Building Code to be 'temporary' so does not require hook up to central water/sewer).

COMPREHENSIVE PLAN ALIGNMENT

Staff finds the proposed projects are in alignment with Chapter 6: A Diverse and Balanced Economy and Chapter 8: Quality Community Service Provision.

STAKEHOLDER ANALYSIS

Stakeholders involved in this issue include all Town residents, restaurant owners and landlords, and visitors.

FISCAL IMPACT

Estimated fiscal impact by individual project:

1. Food Trucks – Private Property – N/A
2. Food Trucks – Public Property - $500.00 - $2,000.00

STAFF IMPACT

Please see project descriptions in the attachments.

LEGAL REVIEW

On-going. The Town Attorney has been involved in the preliminary discussions on these projects. Based upon Council direction further significant review and consideration may be required.

ATTACHMENTS

1. Food Trucks – Private Property
2. Food Trucks – Public Property

RECOMMENDATION

Staff has no recommendation on this item but will proceed as directed by Council.

SUGGESTED MOTIONS

Item #1
I move to direct staff to implement the food truck program on public ROW as presented in this staff report and attachments, and as modified by the following Council comments:

Item #2
I move to direct staff to implement the food truck program on private property as presented in this staff report and attachments, and as modified by the following Council comments:

Town Re-Opening
Project Overview
#3 Food Trucks on Private Property

Project Description
The purpose of this project is for the Town to allow additional economic opportunities and flexibility for food trucks to locate on commercial private property and private parking lots throughout town. Food trucks will provide additional food options for tourists and locals to enjoy while promoting "social distancing" and while restaurants cannot be at full capacity.

General concept: The Town would allow existing restaurants (or possibly any food truck owner) to use private commercial property/commercial parking areas by applying for a Basic Use Permit (BUP) and an Administrative Adjustment, if necessary, to modify parking requirements where parking is being reduced. All private commercial parking areas may be considered provided food trucks can be located safely.

Timing of food truck operation:

- Through October 31, 2020;
- All days
- Daily: 8am – 9pm

Who Can Apply?
One clear option would be to allow only those with Town Business License for a restaurant (brick and mortar restaurant) and Food Truck License from the Teton County Environmental Health Department to participate in this program. Or, we could expand to also allow any food truck not associated with a brick and mortar restaurant to participate.

> **Note:** *According to the TC Environmental Health Department, there are only about 3 or 4 food trucks that are currently licensed and associated with a brick and mortar restaurant in the Town. However, there are about another 10 food trucks that are licensed and not associated with a brick and mortar restaurant.*

Who will be the Responsible Town/Joint Department? Who is the Project Manager?
The Town Planning Department would be the lead department.

In addition, each food truck will need to submit a Food Truck Permit Application (Mobile Food Preparation Vehicle Checklist) to Jackson Hole Fire/EMS for approval (this is different than the required license from the TC Environmental Health Department.)

What other Departments will need to be involved? How?

The Primary other departments involved will be those responsible for health and safety, such as the Fire Marshall, police, and the TC Environmental Health Department.

What is the anticipated Staff Impact of the Project?
The number of staff hours required will depend on the number of applications the Town receives, which is unknown at this time. However, staff understands that there are not a lot of existing food trucks eligible for this program (see limits above on who can apply and number of existing licenses). Total staff

time to review each BUP and Administrative Adjustment could vary significantly, but could be approximately 3 - 7 hours per application, with additional staff time likely from the Police and Environmental Health Departments to monitor compliance of the food trucks with ongoing safety requirements and any conditions of approval.

No reduction in the existing level of service is expected in any Town Department due to allowing food trucks as proposed.

What is the fiscal impact to the Town?
Other than additional staff time, no additional or separate expenditure of public funds should be required to facilitate the food truck program. On the revenue side, additional foods sales would result in a proportional increase in sales tax.

What is the Review Process for the Project? Required Application? Fee? Time to Review? etc.
Each food truck seeking to operate will first need a valid Town Business License and a Food Truck License from the Teton County Environmental Health Department. In addition, they will need to get a BUP (see above answer), which costs $500. The Administrative Adjustment fee is also $500 but the two fees could be consolidated into one $500 fee. The review time varies a bit, but our goal would be to get these reviewed in 2 – 3 weeks.

Finally, each food truck will need to submit a Food Truck Permit Application (Mobile Food Preparation Vehicle Checklist) to Jackson Hole Fire/EMS for approval. There is no fee for this application.

What are the pros and cons of providing the program?

- The pros are that food trucks will increase the capacity of existing restaurants to serve food and make money, while still complying with social distancing requirements. This will increase economic activity in the Town and provide a more active and enjoyable experience for visitors and locals alike.
- The cons are that the food trucks could create conflicts with parking, traffic flow, neighboring property owners, cause litter, and create other annoyances if not done right. Also, depending on who is ultimately allowed to have a food truck, existing restaurants could feel that food trucks are unfairly competing against them.

Other? ***What other considerations should the Town be aware of regarding the Project***

Trash: Additional food trucks could cause a significant increase in food-related trash, requiring additional trash receptacles and trash pick-up by private property owners and/or food truck vendors.

Key Questions for Council

- Who should be eligible for program – only existing brick and mortar restaurants? All food trucks in Teton County? Those based outside of Teton County?
- Are certain commercial areas not appropriate for food trucks?
- Are staff's suggested time limits appropriate?
- Should Council waive all or some application fees related to food trucks?

Town Re-Opening
Project Overview
#4 Food Trucks – Public Property

Project Description
The purpose of this project is for the Town to allow additional economic opportunities and flexibility for food trucks to locate in the Town ROW (mostly downtown). Food trucks will provide additional food options for tourists and locals to enjoy while promoting "social distancing" and while restaurants cannot be at full capacity. Guidance for food trucks to locate in private parking lots is provided in a separate project.

General concept: The Town will designate locations on public property (e.g., on-street parking, parking lots) where food trucks can locate with a Special Events Permit (SEP). The approved SEP would not designate a particular parking space for each food truck but would allow each permitted food truck to choose any approved location on a first come – first served basis. In terms of timing, the Town will set a clear end date (e.g., October 31, 2020) and daily time restrictions to govern when food trucks may operate. Thus, as long as food trucks are located on an approved block during the approved hours, etc., they are fine.

Staff has used the following criteria for determining appropriate locations for food trucks:

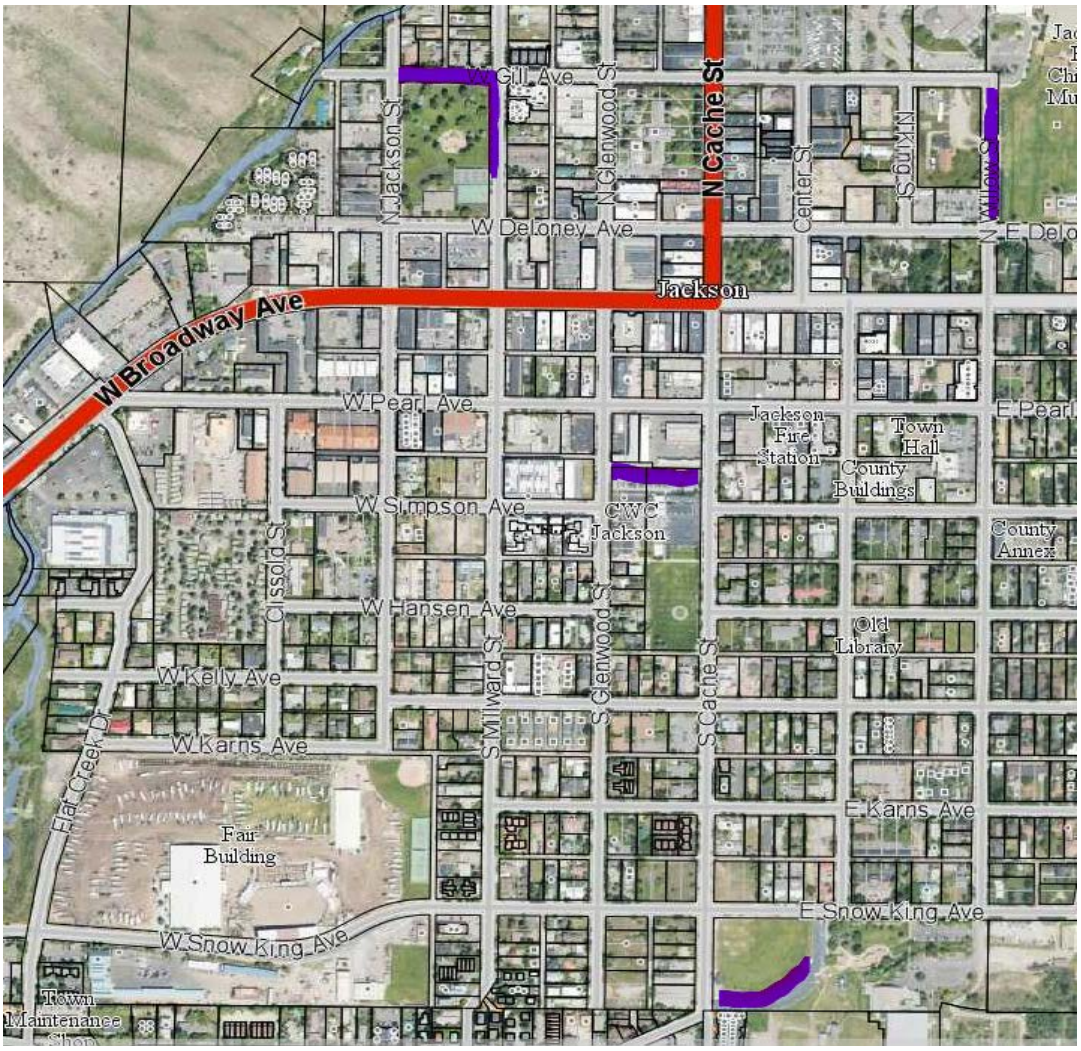
- Adequate ROW width to accommodate food trucks and patrons;
- Close to public bathrooms;
- Close to convenient area/open space to sit and eat food;
- Not immediately adjacent to an existing restaurant

Based on these criteria, staff recommends that the following locations be eligible for food trucks (see map below):

- N. Willow Street (between Deloney and Gill) on the east side of the street only
    - 400 lineal feet
- Miller Park – Gill Avenue (south side of street) and N. Millward (west side of street)
    - 500 lineal feet
- Phil Baux Park – Internal parking area
    - 300 lineal feet
- Center for the Arts – South Cache Street and/or parking lot
    - 300 lineal feet
- Powderhorn Park – Alpine Lane (south side of street)
    - 300 lineal feet
- Other?

Timing of food truck operation:

- Through October 31, 2020;
- All days
- Daily: 8am – 9pm


W Gill Ave
N Jackson St
N Glenwood St
N Cache St
Center St
N King St
W Deloney Ave
Jackson
W Broadway Ave
W Pearl Ave
Jackson Fire Station
Town Hall
County Buildings
W Simpson Ave
CWC Jackson
County Annex
Clissold St
W Hansen Ave
Old Library
W Kelly Ave
S Millward St
S Glenwood St
S Cache St
W Karns Ave
Flat Creek Dr
Fair Building
E Karns Ave
E Snow King Ave
W Snow King Ave
Town Maintenance

Alpine Ln
Powderhorn Ln
May Way

Who Can Apply?
One clear option would be to allow only those with Town Business License for a restaurant (brick and mortar restaurant) and Food Truck License from the Teton County Environmental Health Department to participate in this program. Or, we could expand to also allow any food truck not associated with a brick and mortar restaurant to participate.

> **Note:** *According to the TC Environmental Health Department, there are only about 3 or 4 food trucks that are currently licensed and associated with a brick and mortar restaurant in the Town. However, there are about another 15 food trucks that are licensed and not associated with a brick and mortar restaurant.*

Who will be the Responsible Town/Joint Department? Who is the Project Manager?
Each food truck business will be required to submit a Special Event Permit application to the Town for approval by the Town Council.

In addition, each food truck will need to submit a Food Truck Permit Application (Mobile Food Preparation Vehicle Checklist) to Jackson Hole Fire/EMS for approval (this is different than the required license from the TC Environmental Health Department.)

What other Departments will need to be involved? How?
The Administration Department would likely take the lead in the review of a Special Event Permit (SEP) but the following departments would also be involved:

- Planning: Checks SEP for use requirements and other zoning compliance issues;
- Town Attorney: Checks SEP legal requirements for SEP and use of ROW, etc;
- Police: Checks SEP for traffic, parking, and other public safety issues;
- Fire Marshall: Checks SEP and Food Truck Permit Application for fire hazard, emergency access, and other related issues. Under Fire Code, Fire Marshall can only regulate/inspect food trucks (vehicles with engine included) but not food trailers (no engine included):
- Health Department: Already provides Food Truck License and checks for sanitary, food handling, and waste disposal. Does inspections.
- Public Works: Checks SEP for proper use of the Public ROW, traffic flow, etc.

What is the anticipated Staff Impact of the Project?
The number of staff hours required will depend on the number of applications the Town receives, which is unknown at this time. However, staff understands that there are not a lot of existing food trucks eligible for this program (see limits above on who can apply and existing licenses). Total staff time to review each SEP will be approximately 2 -3 hours per application, with additional staff time likely from the Police and Environmental Health Departments to monitor compliance of the food trucks with ongoing safety requirements and any conditions of approval.

No reduction in the existing level of service is expected in any Town Department due to allowing food trucks as proposed.

What is the fiscal impact to the Town?
Additional staff time, install of temporary signage to clearly define where the food trucks are allowed to locate and additional trash pick up and trash can locations. On the revenue side, additional foods sales would result in a proportional increase in sales tax.

What is the Review Process for the Project? Required Application? Fee? Time to Review? etc.
Each food truck seeking to operate in the public ROW will first need a valid Town Business License and a Food Truck License from the Teton County Environmental Health Department. In addition, they will need to get a Special Event Permit (see above answer). This process costs $150 for for-profit businesses. The review time varies a bit, but our goal would be to get these reviewed and in front of the Council in 2 – 3 weeks.

Finally, each food truck will need to submit a Food Truck Permit Application (Mobile Food Preparation Vehicle Checklist) to Jackson Hole Fire/EMS for approval. There is no fee for this application.

What are the pros and cons of providing the program?

- The pros are that food trucks will increase the capacity of existing restaurants to serve food and make money, while still complying with social distancing requirements. This will increase economic activity in the Town and provide a more active and enjoyable experience for visitors and locals alike.
- The cons are that the food trucks could create conflicts with traffic flow, neighboring property owners, cause litter, and create other annoyances if not done right. Also, depending on who is ultimately allowed to have a food truck, existing restaurants could feel that food trucks are unfairly competing against them.

Other? *What other considerations should the Town be aware of regarding the Project*
Trash: Additional food trucks could cause a significant increase in food-related trash, requiring additional trash receptacles and trash pick-up by the Town. Or food truck vendors could be required to haul away their trash as well.

Key Questions for Council

- Who should be eligible for program – only existing brick and mortar restaurants? All food trucks in Teton County? Those based outside of Teton County?
- Are the areas identified by staff appropriate for food trucks? Are there other areas you want to identify?
- Are staff's suggested time limits appropriate?
- Should Council waive all or some application fees related to food trucks?

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: JULY 23, 2020
MEETING DATE: AUGUST 3, 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

Item A was approved by Town Council by a 4-0 vote at the July 27, 2020 Special Town Council meeting subject to 13 conditions of approval (please see draft 07/27/20 meeting minutes included in this Town Council packet) .

Items B and C were continued at the July 27, 2020, Special Town Council meeting following Council discussion to the August 3, 2020 Regular Town Council meeting. Council discussion focused on the appropriate hours of operation and overall impact of the proposed zip line and mountain coaster.

There will be no further public comment taken at this meeting. There have been minor changes made to the July 27, 2020, staff report for this item, including new information in the Staff Analysis section updating the Town Engineer comments and associated revised conditions of approval.

REQUESTED ACTION

The applicant is requesting approval of three (3) Conditional Use Permits (CUP):

- **Item A – P19-242 Gondola, Cougar Lift, and Lighting**: An Outdoor Recreation CUP to locate and operate a gondola facility at the base of Snow King Resort in Phil Baux Park at 100 E. Snow King Avenue in the general location of the existing Cougar lift with additional lighting for night skiing operations. The Cougar lift is proposed to be relocated approximately 250' uphill from its current location.

- **Item B – P20-128 Zip Line**: An Outdoor Recreation CUP to locate and operate a zip line facility on Snow King Resort property with a takeoff point located on Lot 59, Grand View Lodges, Third Addition, and a landing pedestal at 402 East Snow King Avenue adjacent to the Snow King Hotel and Rafferty Center.

- **Item C – P20-129 Pump House**: A Utility Facility CUP to locate a snow making pump house and related infrastructure across the lot lines of 10 E Snow King Avenue and 90 E Snow King Avenue behind the Snow King Sports & Event Center.

APPLICABLE REGULATIONS

Section 4.2.1 Public / Semi-Public (P/SP-ToJ)
Section 4.3.2 Planned Resort - Snow King (PR-SK-ToJ)
Section 4.4.2 Parks and Open Space – Town (P-ToJ)
Section 6.1.3.C. Open Space Uses – Outdoor Recreation
Section 6.1.10.C. Transportation and Infrastructure Uses – Utility Facility
Section 8.4.2 Conditional Use Permit (CUP)

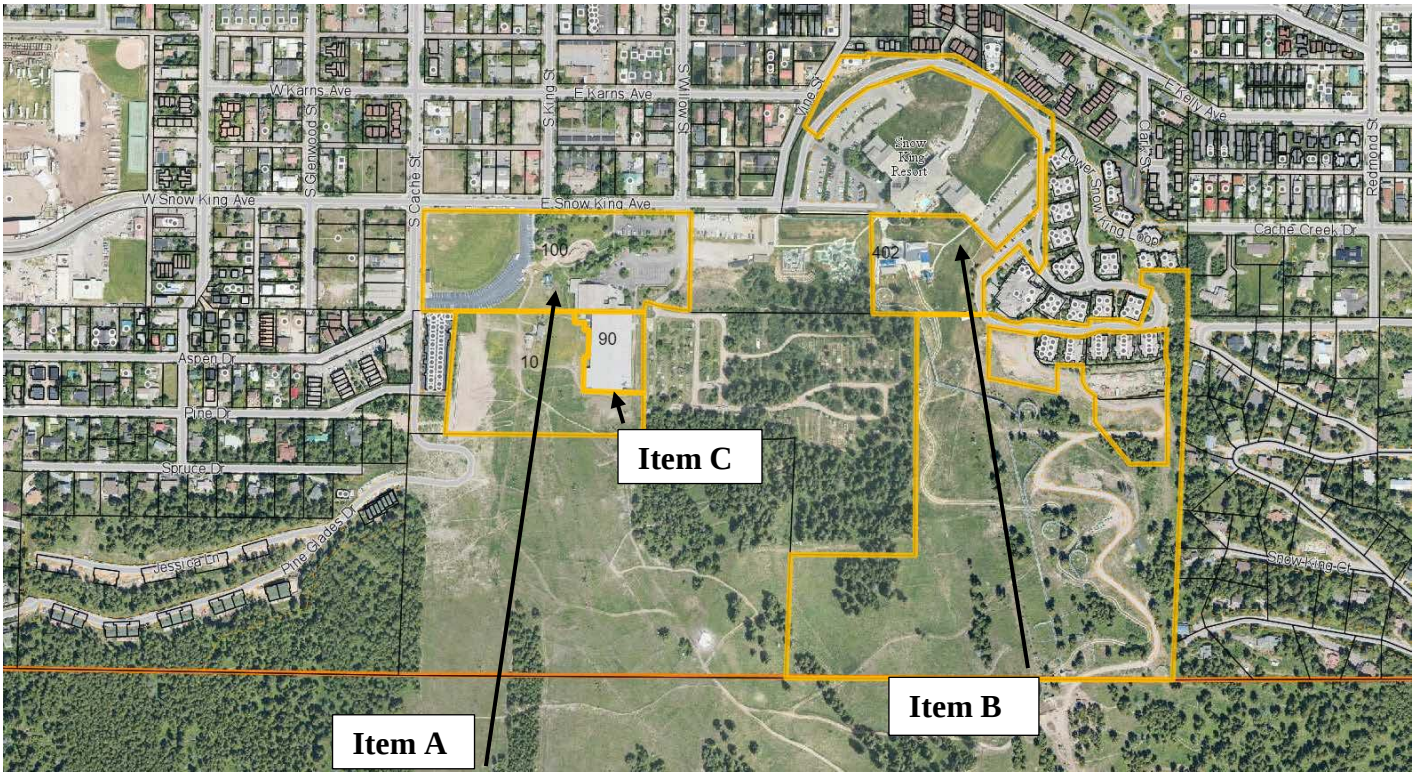
LOCATION

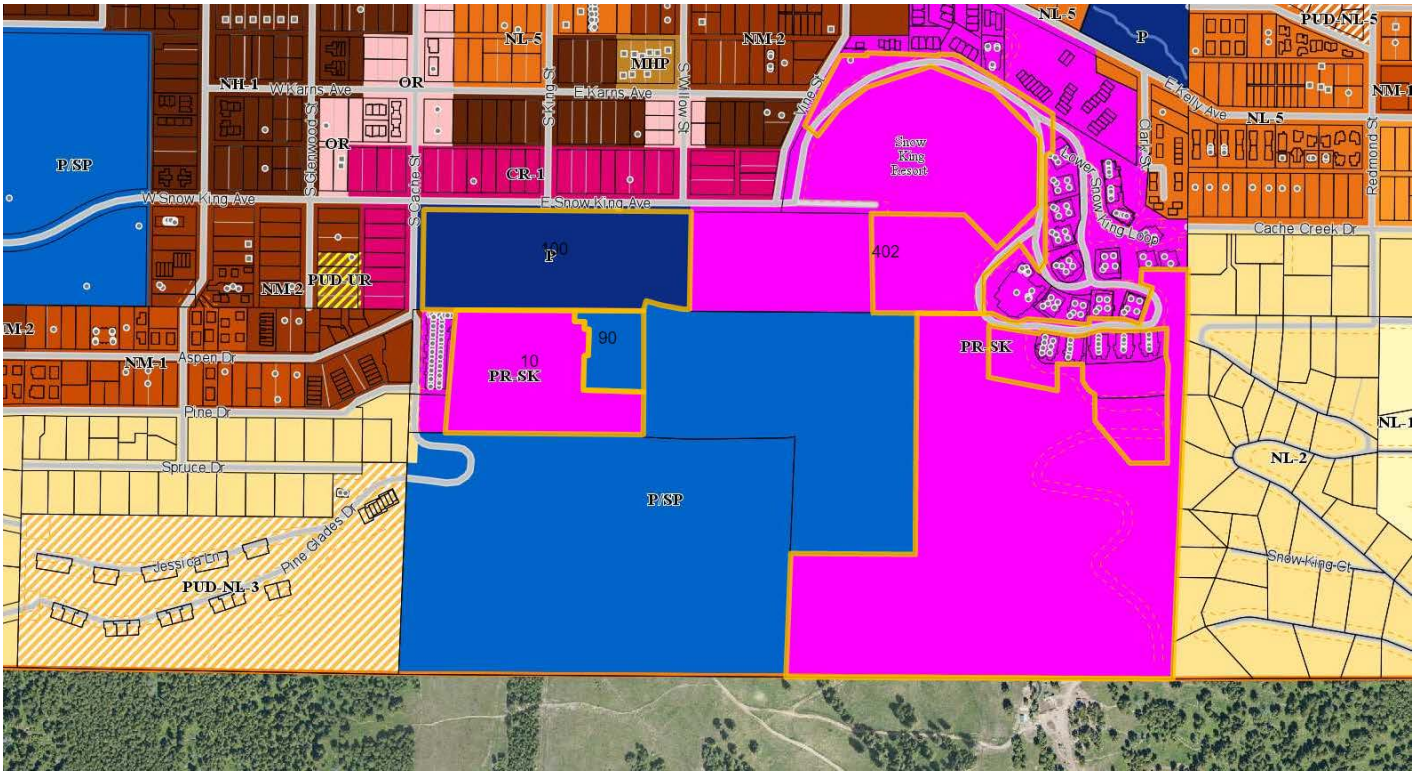
Item A – P19-242 Gondola, *Cougar Lift,* and Lighting: The subject property is addressed as 100 East Snow King Avenue and legally described as MEADOWLAND ADDITION (PHIL BAUX PARK).

Item B – P20-128 Zip Line: The subject property is addressed as 402 East Snow King Avenue and legally described as PT SE1/4NW1/4, SEC. 34, TWP. 41, RNG. 116. TRACT A (PER LOT DIVISION, MAP T-71-A)

Item C – P20-129 Pump House: The subject property is addressed as 10 East Snow King Avenue, and 90 East Snow King Avenue and legally described as PT NW1/4SW1/4, SEC. 34, TWP. 41, RNG. 116 TRACT B, and PT. NW1/4SW1/4 SEC. 34, TWP. 41, RNG. 116, respectively.

An aerial photo and a zoning map are shown below and on the following page indicating the general location of the proposed uses on site:





BACKGROUND

Item A – P19-242 Gondola, Cougar Lift, and Lighting: The subject parcel is approximately 7.6 acres (331,056 SF) and located in the Parks and Open Space – Town (P-ToJ) zone. The subject site is home to Phil Baux Park which contains a baseball field, playground, Bouldering Park, parking, and the existing Cougar ski lift as well as a portion of the Town of Jackson Snow King Sports & Events Center. The west end of the park is used for Snow King's tubing operation in the wintertime. The parcel is bordered by Commercial Residential -1 (CR-1) zoning to the west and north across South Cache Street and East Snow King Avenue, respectively; Planned Resort – Snow King (PR-SK) zoning to the east; and Public / Semi-Public - Town (P/SP - ToJ) zoning (Aspen Hill Cemetery) and PR-SK zoning to the south. The parcel partially borders the Neighborhood Medium Density – 2 (NM-2) zone on the southwest corner of the property at the juncture of Aspen Drive and South Cache Street.

Item B – P20-128 Zip Line: The subject parcel is approximately 5.3 acres (230,868 SF) and located in the Planned Resort – Snow King (PR-SK) zone. The subject site is home to the Rafferty Center and the terminus of the Cowboy Coaster alpine slide. The portion of the parcel where the proposed zip line landing site is located is surrounded by PR-SK zoning with the Snow King Hotel directly adjacent to the to the north; the residential Love Ridge and Grand View Plaza condominium developments are directly adjacent to the east; Lot 59, Grand View Lodges, Third Addition where the zip line launch point is located to the south; and the KM6 lot containing the maze and mini golf is to the east. A portion of the Aspen Hill Cemetery, zoned Public /Semi Public (P/SP), abuts the parcel on the southwest portion of the lot.

Item C – P20-129 Pump House: The subject parcels at 10 East Snow King Avenue and 90 East Snow King Avenue are approximately 5.2 acres (226,512 SF), and 1.3 acres (56,628 SF), respectively. The proposed snow making pump house facility straddles the two lot lines behind the Snow King Sports & Event Center. The subject site is bordered by the P-ToJ zone to the north containing Phil Baux Park; the P/SP zone to the east containing Aspen Hill Cemetery; the P/SP zone to the south used for ski hill runs; and the PR-SK zone to the west containing the One Town Hill mixed use development

On April 6, 2020, the Jackson Town Council approved Item P19-201: Snow King Resort District (SKRMA) Master Plan Amendment. The changes to the Master Plan took effect upon the third and final reading of the associated ordinances on May 4, 2020. Among the changes to the Master Plan that are relevant to this application is that the revised Master Plan requires a Conditional Use Permit for all permanent Outdoor Recreation/Commercial Amusement uses. The use requirements for the proposed items are as follows:

- **Gondola**: Outdoor Recreation is an allowed use requiring a CUP in the P-ToJ zone where the gondola landing is located in Phil Baux Park. The Master Plan also requires a CUP for Outdoor Recreation/Commercial Amusement.
- **Zip Line**: The proposed zip line is wholly contained on Snow King Resort property which requires a CUP for Outdoor Recreation per the Master Plan.
- **Pump House**: A Utility use is an allowed use requiring a CUP in the P/SP zone where the snow making pump house is partially located. The Master Plan also requires a CUP for Utility uses.
- **Required Leases**: The gondola and snow making pump house have portions of those improvements located on Town owned property which require lease agreements with the Town and conformance with the Land Development Regulations where applicable.

PROJECT DESCRIPTION

Item A – P19-242 Gondola, Cougar Lift, and Lighting: The applicant is requesting a Conditional Use Permit for Outdoor Recreation use to construct and operate a detachable aerial tramway, i.e. 'gondola', at the base of Snow King Mountain Resort located more or less on the site of the existing Cougar lift station within Phil Baux Park, a Town owned property. Snow King Mountain Resort has leased land from the Town for ski operations in this location for many decades (see the applicant submittal containing the proposed site plan). The new lift will replace the existing Summit lift, an aging facility nearing the end of its functional lifespan, and relocate the Cougar lift approximately 250 feet uphill to service primarily night skiing and ski racing. The proposed gondola will contain a small plaza to accommodate the loading and unloading of guests as well as a landscape buffer consistent with the existing park landscaping to separate the gondola staging area from other park amenities. A small ticket booth will be located on site to service guests. In an effort to create more open space at the base of the mountain the applicant is proposing to relocate the existing snowmaking pump house to the south of the Snow King Sports & Events Center.

Item B – P20-128 Zip Line: The applicant is requesting a Conditional Use Permit for an Outdoor Recreation/Commercial Amusement use to construct and operate a zip line on Snow King Resort Property with a takeoff point located on Lot 59, Grand View Lodges, Third Addition, and a landing pedestal at 402 East Snow King Avenue adjacent to the Snow King Hotel and Rafferty Center. The zip line more or less runs parallel to the west of the existing Cowboy Coaster down 'Kelly's Run' ski slope before crossing over the coaster three quarters of the way down the slope with a terminus between the Rafferty Center and Snow King Hotel. In total, this section of proposed zip line measures approximately 1,550' from the takeoff station to the landing station. The applicant has plans for additional zip line connections on Forest Service land accessed via the proposed gondola. A map of two possible zip line alternatives on Forest Service land has been included in the applicant's latest additional materials submission.

Item C – P20-129 Pump House: The applicant is proposing to relocate the pump house infrastructure from its current location adjacent to the existing Summit lift to a location behind the Snow King Sports & Event Center. The proposed building footprint of the new pump house straddles the lot lines of the town owned parcel which contains the event center and a Snow King Resort owned parcel. As a result, the applicant is required to obtain a Conditional Use Permit for a Utility use and a lease will be required for the use of the Town property.

STAFF ANALYSIS

Master Plan Condition #9

The Snow King Resort Master Plan condition #9 contains a requirement that a lease agreement be signed by August 1, 2020. The condition reads as follows:

> *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 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.*

Staff finds that both parties have proceeded in good faith to meet the August 1 deadline but due to timing constraints related to COVID-19 this may not be possible. Staff recommends the best way to address this condition is to continue to work to come to an agreement on the gondola lease by the August 1, 2020 deadline. Staff finds that this may mean an agreement in principle with both parties agreeing to the overall structure of the lease without it being finalized and executed until a later date. In addition, staff is recommending that a modified condition be added to both the Gondola CUP and Zipline CUP to address the requirements contained in Master Plan condition #9 going forward for both parties. The recommended condition would read as follows:

> *Building permits within Sub-Area #2 of the Snow King Planned Resort District Master Plan 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 of the Snow King Planned Resort District Master Plan be allowed to open until construction of the 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.*

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 comments were revised based upon additional information provided by the applicant and included in the staff report and approved motion for Item A on July 27, 2020.

Proposed Improvements to Phil Baux Park

The Parks and Recreation Board have submitted two memos following the May 6th, 2020, Planning Commission meeting which are attached to this report for review. Some of the positions expressed within these memos may be at odds with the direction that the Parks and Recreation Department, Town Staff, and Town Council gave to the applicant in the past in regards to things like the preferred location of the gondola and ticketing booth in Phil Baux Park, and the provision of parking in general.

The Parks and Recreation Department has provided a conceptual Redevelopment Masterplan for Phil Baux Park shown below this section. A larger copy is attached to this report for greater detail. The proposed improvements to Phil Baux Park shown below are conceptual and contemplate the following changes, including but not limited to:

- The current horseshoe shaped access drive and parking around the periphery of the ballfield is returned to greenspace.
- The baseball field and dugouts have been removed and converted to park space.
- A new parking lot is proposed to be located off of South Cache Street. Pedestrian pathways connect the parking lot to park amenities, lift facilities, and the ice rink to the east.
- Various conceptual park amenities are shown as possibilities including an amphitheater/ event stage and an upgraded playground structure.
- A wide pedestrian pavilion replaces the current drive aisle and can accommodate maintenance vehicles to service the gondola. The pavilion can also be used for vehicular access for special events such as concerts and farmers markets.
- A new dedicated bus/vehicle drop off location is proposed in front of the pavilion for easy access to the gondola for START Buses, tour buses, and public use. The START Director has provided comment in the departmental reviews in support of the proposed bus stop location.

The gondola itself is at grade, which is the direction the Town gave the applicant in previous discussions of the gondola, making for easy ADA accessibility from the bus/vehicle drop off. In this latest proposal the plaza surrounding the gondola and the ticket booth is shifted to the east in order to avoid having the staging area spilling out into the park, thereby limiting impacts to park uses. Relocation of trail head access away from the proposed gondola is supported by all departments will help disperse user groups.

Pedestrian access through the park in all seasons will require additional scrutiny by Town staff as plans are finalized. The Pathways Director has provided detailed comments regarding bicycle parking, pathway connectivity, connection to hiking and biking trails in Phil Baux Park attached to this report in the departmental reviews. Please also see the Town Engineer's comments in the attached departmental reviews regarding Phil Baux Park improvements. Staff has added a condition of approval that bike parking for the gondola shall be provided now as part of the building permit submittal and The Pathways Director shall approve the location and type of bicycle parking.

Access to the proposed parking off of South Cache Street will not be hindered by the tube park operation in the winter, according to discussions with the applicant. In addition, staff has contemplated the possibility of angled parking off of East Snow King Avenue with a dedicated bike lane as possible streetscape improvements, though the time frame and feasibility of such changes remains uncertain. In general, however, a major component of the improvements to Phil Baux Park are predicated on the goal of increasing alternative modes of transportation while discouraging single occupancy vehicle trips. The dedicated vehicular and bus drop/off pick up location on East Snow King Avenue helps achieve this goal. Town will monitor parking, loading, and START/Tour bus pick up/drop off functions along with applicant and address future needs as required.

In order to accommodate the existing tube park operation on the west end of the park and the proposed gondola, staff has added a condition of approval for a phased approach to re-landscaping the existing parking lot and to reclaim the central portion of the lot while still allowing limited parking on the west end of the existing lot off of South Cache, and vehicular access up the existing drive aisle to the gondola for maintenance vehicles and special events. This would allow for an increase in the greenspace of the park now until such a time that the Town is ready to complete the rest of the park improvements. The associated costs of such improvements and which party is responsible will be addressed in the lease agreements for the park between the Town and Snow King Mountain Resort, or any other party. Please see a sketch of the Phase One concept and the Parks and Rec conceptual Master Redevelopment Plan below and on the following page.

Comments from the Parks and Recreation Director indicate that additional consideration of bathroom improvements and the possible relocation of the public restroom closer to the gondola facility will be needed in the future. The Parks and Recreation Director suggests that the operational costs associated with upkeep of a public restroom should be shared between the town and Snow King Mountain Resort and other leaseholders

in Phil Baux Park. The Parks and Recreation Director estimates that operational costs for the bathroom are roughly $10,000 - $15,000 dollars a year, and that this cost should be considered in the lease agreements.

Phase 1 – Landscaping of Phil Baux Park

E Snow King Ave
S Cache St
SNOW KING ICE CENTER
PARKS & RECREATION
PHIL BAUX PARK
Re-development Masterplan

Conformance with the Comprehensive Plan

This site is located in a transitional area of Town slated for significant redevelopment by the Comprehensive Plan. The zip line is located in *District 2: Town Commercial Core*: *Subarea 2.1 Snow King Resort*. Staff finds that the proposal is consistent with the desired character for the subarea as detailed in the Staff Findings section of this report.

Commercial Amusement – Conditional Use

Commercial Amusement/ Outdoor Recreation is listed as a Conditional Use in the Snow King Master Plan Land Use Schedule and allowed in the Recreational Land Use zone of the Snow King Mountain Resort. The Master Plan states,

> *A zip-line in sub-area 4 as indicated in the included Master Plan maps and requires a conditional use permit. The CUP application shall include an operational plan and associated impacts for all outdoor recreational uses in this area including but not limited to the Mountain Coaster, Alpine Slide, Mini-golf and Maze to determine the overall cumulative effect including but not limited to hours and days of operation, noise, lighting, and other associated impacts to the area. This zip-line will not be permitted to open until construction on a gondola has commenced. Notwithstanding the foregoing, if SKRMA proceeds with its application and construction of a gondola in good faith, this condition shall not take effect if a regulatory or judicial circumstance prevents SKRMA from building the gondola. Further, this condition shall be void if the Town and SKRMA fail to come to agreement on a lease for the landing of the gondola by August 1, 2020. (p. 47)*

Staff finds that the proposed zip line facility and use meets the criteria for Commercial Amusement/ Outdoor Recreation of the Master Plan. The applicant has submitted a supplemental letter which discusses the importance of amusement uses to Snow King's overall financial stability and requests that all amusement uses be granted the same operating hours in order to provide guests with a multitude of options at a variety of times to enjoy. In the most recent supplemental information letter dated May 22, 2020, the applicant has provided a draft Operational Plan which addresses hours of operation for activities at Snow King. Staff has utilized this information to prepare a Town Operational Plan providing further detail and specifics related to these topics, see attached. The Town Operational Plan will be the guiding document should the application be approved by Council. Components of an operational plan include hours of operation (and any exceptions or set number of days for which hours can be extended), noise, maintenance hours, lighting, ticket sales locations, etc. for all outdoor recreation uses, including the gondola.

In addition, a prior condition of approval for Item P19-201: Snow King Resort District (SKRMA) Master Plan Amendment requires that,

> *9. Building permits within Sub-Area #2 shall not be issued until construction has commenced on an aerial tramway (i.e. gondola). Nor shall the proposed zip line in Sub-Area #4 be allowed to open until construction of the gondola has commenced. Notwithstanding the foregoing, if SKRMA proceeds with its application for construction of a gondola in good faith, the stipulations in the forgoing shall not take effect if a regulatory or judicial circumstance prevents SKRMA from building the gondola. However, in no circumstance shall the zip line in Sub-Area #4 be allowed to open until the gondola construction has commenced.*

Should the Town and SKRMA fail to come to agreement on a lease for the landing station of the gondola and should the Town not approve a Conditional Use Permit for the gondola and zip line by August 1, 2020, restrictions on Sub-Area #2 shall be removed and the zip-line in Sub-Area #4 shall no longer be allowed.

Because the operation of the zip line is conditioned on the requirement that a building permit for the zip line shall not be issued until construction on the gondola has commenced, the Community Development Director has determined that the same expiration date established for the gondola CUP will be applied to the zip line CUP. This revised expiration date will be detailed in a future approval letter if the CUP is approved by Town Council.

Landscaping

The applicant has submitted a landscape plan for the zip line which details the planting a number of quaking aspen trees around the base of the tower at the terminus of the zip line near the hotel and Rafferty Center. Staff has no concerns with the proposed landscaping.

Parking

The applicant is not proposing any additional parking to accommodate the proposed zip line facility, nor does staff anticipate increased parking demand for the zip line relative to the existing amusement uses in this location. Parking is currently being provided through a shared parking with the hotel and use of the gravel lots on KM6. Two conditions of approval to monitor parking at Snow King were required for Item P19-201: Snow King Resort District (SKRMA) Master Plan Amendment which relate to parking for Subarea #2 (KM6 Area between Hotel and Snow King Center) and transportation demand management in general,

5. *SKRMA shall provide a Transportation Demand Management (TDM) report to the Town of Jackson every 3 years, starting 3 years from the date the Master Plan Amendment is approved by Jackson Town Council; and.*

10. *SKRMA shall continue to engage in discussions with the Town and property owners in Sub-Area #2 on a shared parking arrangement between Sub-Area #2 and the Town's Phil Baux park property. SKRMA must enter into a shared parking agreement with the Town of Jackson by December 31, 2020 so long as both parties are continuing to negotiate in good faith. The shared parking agreement shall include, at least but not limited to, provisions regarding construction and maintenance of the shared parking areas, snow removal from said areas and storm water system installation and maintenance.*

Staff will continue to monitor the Transportation Demand Management report as it becomes available and will work with the applicant on the required shared parking agreement between Sub-Area #2 and the Town's Phil Baux Park property.

Hours of Operation

Please see the discussion above under **Item A – Gondola, Cougar Lift, and Lighting** regarding the applicant's proposed Hours of Operation and Operational Plan.

Aspen Hill Cemetery

Staff reached out to Mr. Al Zuckerman, Cemetery Sexton of Aspen Hill Cemetery for comment on how existing and proposed recreational activities at Snow King affect cemetery services and operations. Mr. Zuckerman's response is included in the attachments of this staff report. In general, Mr. Zuckerman provided the following information and commentary:

- *On average 3 internments are held each month May through October. During the winter the cemetery averages 1-3 internments during the months of November through April*
- *A typical service lasts 30-45 minutes but a few last an hour*

- *Graveside services are typically held between the hours of 10am and 4pm*
- *The cemetery needs a minimum of 3 days advanced notice prior to a service*
- *The current recreation/ amusement uses nearby can be very disturbing, distracting, and seemingly disrespectful for some families, while it does not appear to bother other families. The noise generated by the mini-golf, alpine slide, and coaster is currently most audible primarily for the east half of the cemetery.*

Mr. Zuckerman goes on to state,

> *"As you are aware, the amusement features are very close to the east cemetery fence line with cemetery plots being very close, as well. There have been times in the past when I had asked Ryan Stanley to shut down those features for the duration of the graveside service. This was especially the case when services were in close proximity to the east boundary of the cemetery. I would first ask the family if the features and accompanying noise were going to be an intrusion. If they said yes I would let Ryan know ahead of time when the service would take place and its duration. He was sympathetic to the situation and, in those instances, would comply and shut down. Oftentimes though, a family didn't have an issue with the noise and I would not contact him.*
>
> *I am aware that shutting down the amusement features during peak times is costly and disruptive for Snow King. However, I think having an operational plan and formal agreement with Snow King to curtail or mitigate noise is very appropriate. Perhaps the ops plan could contain language that might create some flexibility, giving the family the discretion, on a case by case basis but still giving it the teeth to have Snow King comply at the family's and the Town's request."*

Noise

According to the LDRs, Sec. 6.4.3 Noise the maximum permitted sound level in is 65 dBA (weighted decibel scale) along any zone boundary or site boundary line. The applicant states that a noise analysis conducted by the zip line installation company found decibel readings associated with the zip line itself to be below 65 decibels. According to the applicant's supplemental information letter dated May 22, 2020, the following will help to reduce noise for the zip line operation:

- Tree planting along eastern border of Snow King Mountain private property to screen visual and noise impacts associated with the Rafferty Center
- Zip-line trolley and catchment system designed to reduce noise
- Coated cable to reduce noise
- Mature trees planted around zip-line towers

Staff has added a condition of approval requiring that the cables for a zip-line be coated to limit noise from trolleys travelling down the cable.

Lighting

Per the applicant, no additional lighting is proposed with the zip line operation.

Wildlife Impacts

The proposal is not located in the Natural Resource Overlay or Scenic Resource Overlay. An extensive study of wildlife impacts has been undertaken in association with the Snow King Environmental Impact Statement (EIS). Results from that study are available to review as part of the Draft EIS document. Staff defers to the

pending Forest Service decision on possible alternatives for the Snow King Mountain Resort On-Mountain Improvements Project as it pertains to the overall impacts of the zip line.

Housing

No affordable housing mitigation is required as no year-round employees are being created by this proposal.

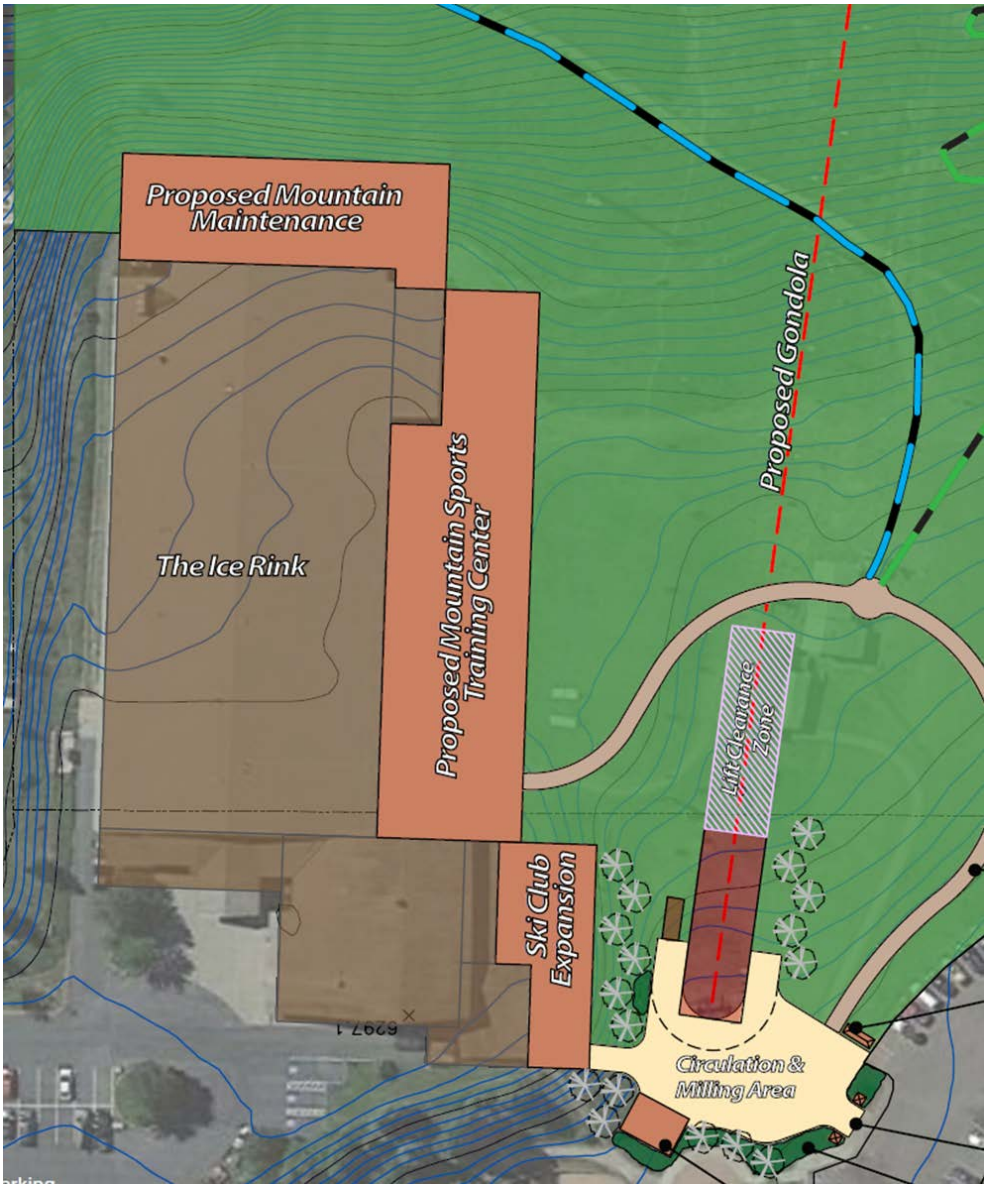
ITEM C – P19-129 PUMP HOUSE

Conformance with the Comprehensive Plan

This site is located in a transitional area of Town slated for significant redevelopment by the Comprehensive Plan. The pump house is located in *District 2: Town Commercial Core*: *Subarea 2.1 Snow King Resort*. Staff finds that the proposal is consistent with the desired character for the subareas as detailed in the Staff Findings section of this report.

Snow King Master Plan

Sub-Area #5 of Snow King Resort identifies the location behind the Snow King Sports & Event Center as the future location of an on-mountain maintenance facility for Snow King Mountain to service grooming and snowmaking equipment as well as house a pump house for snowmaking. The Master Plan anticipates that the building would be a maximum of two stories with the second level providing office space for mountain operations with roof design for this building either flat or pitched to accommodate the usage and best integrate with the existing building and hillside. At this point in time the applicant is only proposing the snow making pump house in this location as part of Phase 1 of improvements. Additional proposed phases/improvements in this Sub-Area include a Mountain Sports Training Center and Ski Club Expansion. Any future development or changes to approved development in this location will require separate approval from the Town and amended lease agreements where applicable. Staff has added a condition of approval requiring that access around the pump house shall be maintained in this location as part of Phase 1 and a Building Permit will be required. See the concept plan below for proposed improvements in this area.



Snow King Resort District Master Plan – West Portal and Phil Baux Park Concept Plan – July 2019

Utility – Conditional Use

Utility is listed as a Conditional Use in the Public/Semi Public (P-ToJ) zone, where the snow making pump house is partially located. The proposed pump house meets the requirements of Sec. 6.1.10.C Utility Facility. Per the LDRs, the standards for a utility facility requires that,

> *b. All utility facilities shall be located and designed to minimize negative impacts on natural resources, designated scenic areas, agricultural operations, and residential development and uses. A landscaping plan, pursuant to Div. 5.5. shall be submitted that is designed to screen the utility as viewed from roads and habitable structures.*
>
> *c. Utility facilities housing equipment shall be designed with as low a profile as possible. If the surrounding uses are residential, the building style shall be compatible with the surrounding land uses.*

Because the proposed snow making pump house is screened from view between the slope of the ski hill and the Snow King Sports and Event Center staff does not find that a landscape plan is required. Staff finds that the proposed pump house location will help ensure a low profile. The existing pump house is currently located next to the Summit lift and will be removed as part of this proposal creating greater relative open space near

the base area. Due to the fact that the relocation of the pump house is scheduled to occur when construction of the gondola commences, the Community Development Director has determined that the same expiration date established for the gondola CUP will be applied to the Utility CUP. This revised expiration date will be detailed in a future approval letter if the CUP is approved by Town Council.

Town Engineer Comments

The Town Engineer has provided detailed comments and conditions required for the proposed pump station item. The Town Engineer finds that based upon additional information received on the water system it demonstrates that the Town's system is capable of providing the water supply requested with upgrades to the water main in Vine Street. Following approval of the CUP, Public Works will coordinate with the applicant to determine the final allowed volume and required infrastructure. 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.

STAFF FINDINGS

Item A – P19-242 Gondola, Cougar Lift, and Lighting: Pursuant to Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations, the following findings shall be made for the approval of a Conditional Use Permit.

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

   Subarea 2.1 Snow King Resort: This TRANSITIONAL Subarea is currently subject to the Snow King Resort Master Plan. The plan seeks to create a vibrant mixed use resort complex, including a multi-faceted conference/convention center and community facility that contributes to the economy of Downtown and also serves as a permeable border between the Town and Snow King Mountain. The resort has long been an integral part of the community, playing the role of the "Town Hill", providing a host of winter and summer recreational amenities.

In the future, the subarea will complement Downtown (Subarea 2.3) lodging and tourist amenities. Lodging will be provided in a variety of types and forms from hotel rooms to condominiums, in order to support the local tourism based economy. The size and scale of structures will often be larger than those typically allowed in other subareas of Town, as resorts typically require a larger critical mass necessary to support visitor functions. Though buildings will tend to be larger than in other districts, the subarea will maintain an abundance of open space in relation to the built environment as a key to a successful resort experience.

Consistent with the master plan, Snow King Avenue will be developed into a mixed use corridor that includes a variety of commercial uses while still serving as a major transportation corridor in the community. Along with this it will be important to create a more visible and attractive base area along Snow King Avenue to attract residents and visitors to the many amenities and recreational opportunities found there.

Complies. Staff finds that the proposal is consistent with the above described visions for Subarea 2.1 as it supports the function of Snow King Mountain as a host of winter and summer recreational amenities. In addition, the new gondola facilities will help create a more visible and attractive base area along Snow King Avenue for residents and visitors alike. This is a transitional subarea and redevelopment is expected.

In addition, staff finds that the application should be reviewed for consistency specifically with subarea 2.2 Snow King and South Cache Corridors which states the following as the desired vision for the subarea:

<u>*Subarea 2.2 Snow King & South Cache Corridors*</u>: *This TRANSITIONAL Subarea is envisioned as a pedestrian-oriented mixed use corridor comprised of mixed use and/or multifamily residential structures. The goal of the corridor will be to provide an attractive pedestrian link between Snow King Resort (Subarea 2.1) and Downtown (Subarea 2.3). The corridor is anchored by the Center for the Arts, the community hub for cultural events and activities and other public spaces, including the Center for the Arts Park, Phil Baux Park and the Snow King base area. The goal of this subarea will be to provide an attractive pedestrian link between Downtown, Snow King and the many under-utilized public spaces in the area. In order to achieve this, ground-level uses should add vitality and street life that support the Center for the Arts and attract residents and visitors to the subarea. Upper floors should provide residential uses, designed to promote workforce housing. Buildings should be two stories in height and front the street. Particular care and attention will be necessary to ensure a successful integration between this mixed use subarea and the adjacent Core Residential (Subarea 3.2). Particular attention will need to be given to the location of buildings, parking, types of uses, and intensity of uses to ensure a successful transition.*

Complies. Staff finds that the proposal is consistent with the above described visions for Subarea 2.2 as it improves the base area operations and aesthetics of Phil Baux Park with additional landscaping and screening which better integrates the lift operations into the park. This is a transitional subarea and redevelopment is expected in this location.

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

Common Value 1: Ecosystem Stewardship

Complies. 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

Town Snow King Mountain Operational Plan
Town Engineer Comments July 16, 2020
Snowmaking Info Supplement 2
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 23, 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.

8. Building permits within Sub-Area #2 of the Snow King Planned Resort District Master Plan 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 of the Snow King Planned Resort District Master Plan be allowed to open until construction of the 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.

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 23, 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.

5. Building permits within Sub-Area #2 of the Snow King Planned Resort District Master Plan 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 of the Snow King Planned Resort District Master Plan be allowed to open until construction of the 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.

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 23, 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. 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 23, 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.

8. Building permits within Sub-Area #2 of the Snow King Planned Resort District Master Plan 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 of the Snow King Planned Resort District Master Plan be allowed to open until construction of the 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.

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 23, 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.

5. Building permits within Sub-Area #2 of the Snow King Planned Resort District Master Plan 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 of the Snow King Planned Resort District Master Plan be allowed to open until construction of the 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.

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 23, 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. 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.

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.

CONDITIONAL USE PERMIT– APPROVED w CONDTITIONS

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.

SUBMITTED

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., aquipher 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.

SUBMITTED

NELSON ENGINEERING since 1964
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June 30, 2020 DD/19-262-01

Town of Jackson Public Works
Jackson, WY

ATTN: Brian Lenz, Town Engineer
Re: Snow King Gondola CUP – Supplemental Information#2 regarding Water Supplies

Dear Brian:

This letter is to provide further information in regards to the water supply information originally submitted with the CUP for the Snow King Gondola and Zip Line Project.

The original submitted information included the following:

As part of the relocation of the snowmaking pump station, an 8 inch waterline loop is proposed to be installed in order to increase snow making capacity. Modeling results of the addition of this 8 inch loop to the Town's water system indicates that installation of the waterline loop can increase snow making capacity from the current 600 gallons per minute to up to 2400 gallons per minute. Modeling results indicate that snow making demands of 2400 gallons per minute at the new pump station location will result in a 20 psi delivery pressure at the pump house while also providing maximum day demands elsewhere in the zone at no less than 45 psi. The proposed waterline loop will extend along the east and south side of the Snow King Event Center, where it serves the pump station on the south side, and completes the loop on the west side of the events center and connects back to the 8 inch main near the current connection of the existing 6 inch service. All water use, including snow making and irrigation, on the proposed loop will be metered.

Additionally, a supplement was provided on April 10, 2020 that included the following:

To supplement and provide greater understanding about Snow King's intent with the information submitted, please consider the following:

Snow King's operation relies heavily on snowmaking. Natural snowfall has historically been insufficient, particularly in early season, to enable the Resort to provide skiing services without supplemental snow via snow making. Early season skiing at Snow King is important for not only Snow King's business and is also critical to the Jackson Hole Ski Club and local ski programs, but it also provides additional benefit to other business in the community by attracting other skiers and ski teams that desire a location for early season training. That said, it is Snow King's desire to improve their snow making capacity by increasing water supply. More water means more snow (as long as weather is cold enough). And more water enables snow to be put down on the ground faster.

It should be understood that snow making at Snow King essentially occurs for approximately 6 weeks and typically occurs from mid-October to the end of December when temperatures are suitably cold for productive snow making. It should also be understood that this period of snow making is outside of the peak water demand season for the Town of Jackson (late spring, summer, and early fall, when locals are using water for irrigation and

when the Town population is at its peak with tourists and second homeowners). Because snow making is occurring off the seasonal peak, and also often at night when domestic demands are also low, the Town's system's capacity is capable to provide Snow King with additional water flow for snow making beyond the 600 gpm currently supplied.

The addition of a new 8-inch water main, and potential loop around the ice rink, is proposed under the CUP. It is a necessity to move the existing pump station in order to install the gondola as currently proposed. Installing a larger capacity service line while relocating the pump station is proposed in order to allow for more snow making capacity within the water service. The preliminary water modeling results, attached, can be further evaluated with Town Engineering and Water Department to better understand the capacity of the Town's system to provide additional supply. This further analysis should include not only calibration of the piping network's hydraulics, but also the demands within the zone that coincide with the time that snow making is occurring. Although the information within the CUP indicates that flows for snow making may be acceptable up to 2400 gpm, it is understood that the proposed new pump station, water supply piping, and metering will ultimately be designed, following CUP approval, to be within an acceptable supply range that the Town water distribution can accommodate while also, of course, meeting all other demands on the system including fire flows.

Finally, it should be noted that Nelson Engineering and Snow King have evaluated other alternatives to provide additional snow making water supply. The alternatives evaluated include drilling a well at the base of Snow King;, re-use of the Town thaw well in Karns Meadow and re-implementation of the previously installed dedicated snow making transmission pipeline from Karns to Snow king; and even the possibility of a new well for snow making supply in Leeks Canyon on the south side of Snow King. These evaluations concluded that Snow King is best served, at least at present, by asking the Town to provide additional water supply, potentially up to 2400 gpm. However, at this time, Snow King simply is asking for the CUP to be approved with concurrence by the Town that additional supplies can be provided, with the flow rate of the additional supply be determined and approved with Town Engineering and Water Department concurrence during the construction permit process.

Following receipt of this information, discussions with you, and extensive further analysis and consideration, it has been determined that an 8-inch pipe loop around the Snow King Center is no longer recommended, and rather, a single 12-inch pipeline to serve the new Exhibition Pump station is instead recommended. This conclusion is supported by the results of the town system hydraulic water model. The reasons behind this conclusion are also informed by consideration of the questions and information requests that were posed by you. These questions/requests you asked and answers follow:

a. ***Existing snow making areas and corresponding volumes of water used and in what timeframe. Identify the supply zone.***

Existing snowmaking occurs on the Rafferty slopes, Old Man Flats, Grizzly, Elk and Cougar ski runs within the ski area totaling about 90 acres. Snow making, as stated above, occurs generally between mid-November and mid-January. Corresponding volumes of water during this period range between 14MG (million gallons) and 21MG. These volumes are the sum of water used at both the Rafferty snowmaking station and the exhibition snow making station for Nov-Jan. Water is supplied from both Zone 1 and Zone 2 of the towns distribution system.

b. ***Proposed snow making areas and proposed volumes of water needed and in what time frame. Identify the supply zone.***

Proposed snowmaking will continue on the slopes already receiving snowmaking and will be expanded to additional existing ski runs and to ski runs that may be created upon approval of the USFS for a total of about 240 acres to receive snowmaking. Volumes of water needed will vary with temperatures and natural snowfall but are forecasted to be in the range of 40MG to 60MG (compared to current 14MG to 21MG). Water supply will draw from both Zone 1 and Zone 2 of the town's distribution system.

c. ***Hydraulic analysis of the existing supply system including hydrant flow testing and calibration of the model.***

A hydraulic model of the existing Town system is provided illustrating system at Peak Hour Demands (summer), pressures, pipe sizes and velocities in the pipes. Time did not allow calibration/verification of the model results as of the writing of this report. However, field measurements of static pressures and residual pressures, will be taken within the next week and provided to you. It should be noted, that the water model being used for this analysis is the current model that is being used for the Town Water System Capacity Study and for the Zone 3 Tank Study and should, therefore, be considered as reliable to within acceptable tolerances.

d. ***Hydraulic analysis for the system with upgrades to 10- or 12-inch pipe back to the Kelly Avenue Supply Line, or other relevant supply line.***

Hydraulic analysis has been performed for many scenarios. This letter presents three of the most pertinent scenarios as follows (see attached corresponding maps):

1. Town of Jackson at Peak Hour (during Summer months)
2. December Demands + 2000gpm + 800gpm snowmaking (2000gpm at Exhibition, 800 at Rafferty)
3. December Demands + 2500gpm + 800gpm snowmaking (2500gpm at Exhibition, 800 at Rafferty)

These analyses indicate that pressures throughout town meet required minimum of 35psi. Scenarios 1 and 2 resulted in acceptable velocities in all pipes throughout the system. Scenario 3 produced acceptable pressures (35 psi min) but resulted in velocities exceeding 8 fps in the 8-inch waterline that is located between South Cache Street and the service line to the proposed Exhibition Pump Station. Therefore, the model of scenario 3 is presented to illustrate an upgrade to that existing 8-inch main to a proposed 12-inch main. Doing so reduces velocities in this pipe, during snow making at 2500 gpm at the Exhibition pump station to an acceptable level below 8 fps. Please note that to provide suitable suction side pressure to the pumps at the proposed exhibition pump station and to reduce velocities in the line, the supply line is now proposed to be a 12-inch pipe.

e. ***Hydraulic analysis that considers higher demands throughout the system (specifically high points in the system) and fire demands on the system during snow making operations.***

The presented water model results consider higher demands throughout the system and at high elevation points on the system for the three scenarios that were analyzed. Please review the attached maps for results information.

This analysis considered the affects that snowmaking will and would have on the Town distribution system's ability to provide fire flows. It was determined, by running the models (with fire suppression flows of up to 3000gpm), that the town system will be strained if snow making is occurring when water supply is needed for fire fighting purposes. Fire flow models are not included in order to reduce the burden of review, but can be provided if necessary. However, for further understanding, it is noted that the models with fire flow indicate that system pressures at high points are too low, and that velocities in certain pipes are unacceptably high when there are fire flows and snow making occurring simultaneously).

To address this issue with the system, **Snow King Mountain Resort proposes to fully automate the snowmaking systems (at both Rafferty and at Exhibition) to shut down during a low-pressure occurrence that would most likely occur during a fire fighting event.** Automating the shut down is straightforward. Pressure gages will be constantly measuring incoming pressure to the suction side of the snowmaking pumps. Incoming supply pressure during non-firefighting events will exceed 25psi. If pressures fall below 25 psi an automated signal will be sent to the snowmaking pump drives to shut down pumping so that the snow making supply will be discontinued such that water being used for snowmaking will immediately be available to other uses (particularly firefighting).

f. ***Provide a map showing velocities in pipes, pressures and demands at analyzed nodes. Identify the supply zone for the all of the snow making systems on the mountain.***

Maps are attached.

g. ***If approved, additional controls or line upgrades may be required to maintain adequate service to the town.***

Snow King Mountain Resort is offering to implement additional controls to maintain adequate service to town (see *e.* above). Automated shut down in the event of low system pressure offers a distinct assurance that snowmaking will not adversely affect the distribution system's ability to provide supply for firefighting needs, or potentially other unusually high demands in the system.

Also, in terms of considering adequate service to Town, it is helpful to compare summer water use with winter use including snow making (both existing and proposed). The Town provided Nelson Engineering with metered water use data. NE has tabulated and summarized the metered data for all of town during the 2017 summer months from June through August. The total volume of water used was 424 million gallons (MG). During the snowmaking period from November through January, NE summarized the total use in town for the years 2016-2017, 2017-2018, and 2018-2019. Total volume of water used during those periods ranged between 121MG to 135MG. These summaries conclude that snow making months use is only between 30% and 35% of use during summer months. With the increased supply requested,

the winter month period from November through January will still result in less than 40% of water being used than during the summer period of June through August.

Water Use Comparison Table

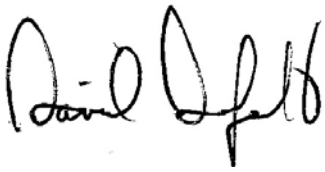
Existing 2017 June-Aug	Existing Winter Nov-Jan (2017-2019)	Proposed Winter Nov-Jan (estimated)
424 MG	121 MG – 135 MG	161 MG – 195 MG

In conclusion, it is important to note that, as stated originally, Snow King is seeking more supplies in order to improve the speed upon which they can put snow on the ski slopes. More water provides the ability to maximize snow making when air temperatures are suitable. As such, Snow King would ideally be granted the ability to increase supply to the proposed Exhibition Pump Station from the current 600gpm to 2500gpm. To do so, Snow king would implement the automated shut down in event of low pressure as well as upgrade the 8-inch pipe to a 12-inch pipe from South Cache to the service point, and install a 12-inch pipeline to the new pump station.

Alternatively, if the Town is willing to provide additional supplies, but prefers to not step up supplies to as high as 2500gpm, Snow King would request that the Town commit to an increase in supply to the proposed Exhibition Pump Station from the current 600gpm to 2000gpm. In this case, Snow King proposes to implement the automated shut down in event of low pressure and to install a 12-inch pipeline (as opposed to the originally proposed 8-inch loop around the rink) up to the new pump station from the existing 8-inch line.

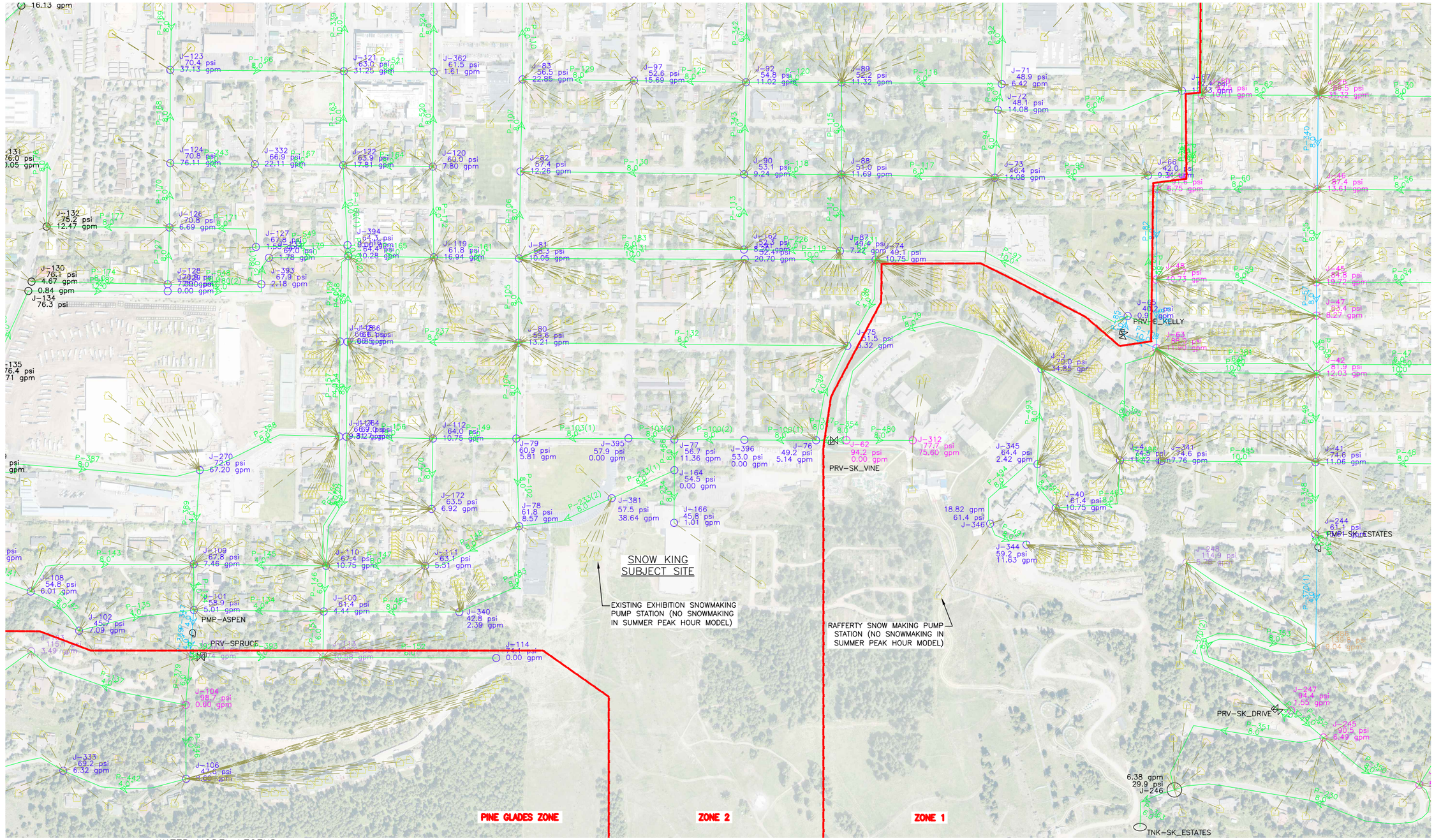
Please let me know if you have any questions.

Sincerely,



Dave Dufault, PE
Senior Project Manager

Encl.
cc. Ryan Stanley



WATER MODEL LEGEND

SERVICE METER

SERVICE LINE TO NEAREST JUNCTION

PIPE VELOCITIES < OR = TO:

- 2.00 FT/S
- 4.00 FT/S
- 6.00 FT/S
- 8.00 FT/S

JUNCTION PRESSURES < OR = TO:

- 20.00 PSI
- 35.0 PSI
- 75.0 PSI
- 100.0 PSI
- 125.0 PSI
- 150.0 PSI

SCENARIO 1 PEAK HOUR DEMAND

SCALE: 1" = 400' (11X17)

0 200 400

N E

SCENARIO 1 DESCRIPTION

SCENARIO 1 REPRESENTS A PEAK HOUR SUMMER DEMAND. THIS SCENARIO IS REPRESENTED WITH FLOW DEMANDS FROM AUGUST 2019 PROVIDED BY THE TOWN OF JACKSON AND A PEAK HOUR FACTOR OF 1.5 BASED ON WELL PRODUCTION DATA PROVIDED BY THE TOWN OF JACKSON. ALL WELLS ARE MODELED AT DESIGN CAPACITY FLOW. THIS IS EXISTING CONDITIONS, NO MODIFICATIONS.

DATE	30 JUNE 2020	REV.
SURVEYED		
ENGINEERED		
DRAWN	BO	
CHECKED	DD	
APPROVED	DD	

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

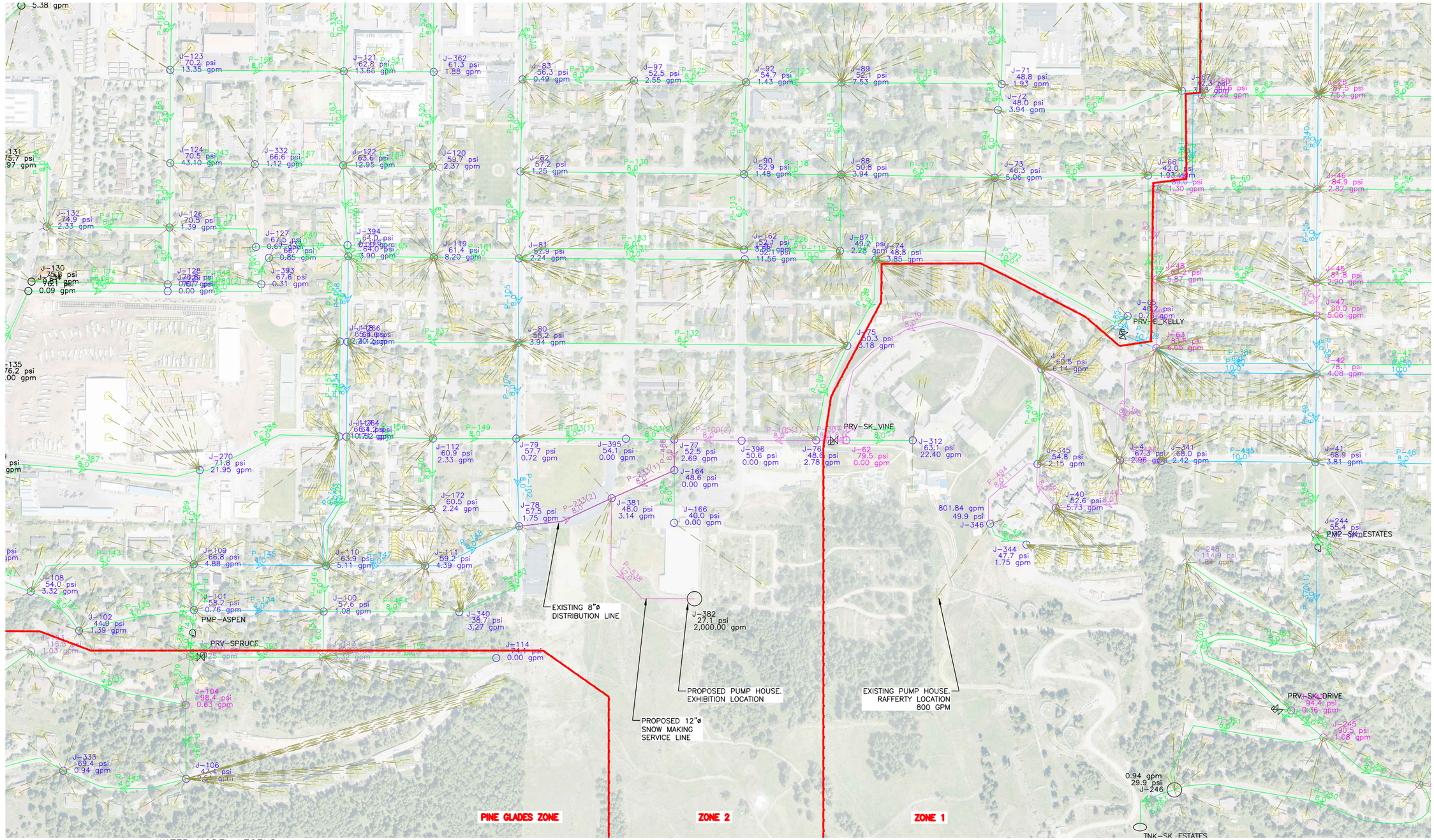
DRAWING TITLE: SCENARIO 1 SNOW KING EXISTING PEAK HOUR DEMAND

JOB TITLE: SNOW KING MOUNTAIN RESORT 2020 IMPROVEMENTS JACKSON, WY

DRAWING NO: 1

JOB NO: 19-262-01

S:\Proj\2019\262-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\WATER MODEL\SCENARIO 1 SNOW KING Max Day Demanding (SCENARIO 1) - Jun 30 2020 02:27:27 pm PLOTTED BY dolson DWG FORMAT: 210



WATER MODEL LEGEND

- SERVICE METER
- SERVICE LINE TO NEAREST JUNCTION

PIPE VELOCITIES < OR = TO:

- 2.00 FT/S
- 4.00 FT/S
- 6.00 FT/S
- 8.00 FT/S

JUNCTION PRESSURES < OR = TO:

- 20.00 PSI
- 35.0 PSI
- 75.0 PSI
- 100.0 PSI
- 125.0 PSI
- 150.0 PSI

SCENARIO 2 SNOW KING PROPOSED WATER PLAN

SCALE: 1" = 400' (11X17)

0 200 400

N E

SCENARIO 2 DESCRIPTION

SCENARIO 2 REPRESENTS A PEAK HOUR WINTER DEMAND. THIS SCENARIO IS REPRESENTED WITH FLOW DEMANDS FROM DECEMBER 2017 PROVIDED BY THE TOWN OF JACKSON AND A PEAK HOUR FACTOR OF 2.0 BASED ON WELL PRODUCTION DATA PROVIDED BY THE TOWN OF JACKSON. ALL WELLS ARE MODELED AT DESIGN CAPACITY FLOW. A 12"ø SERVICE LINE IS PROPOSED TO PROVIDE SNOW KING WITH 2,000 GPM FOR SNOWMAKING.

DATE	30 JUNE 2020	REV.
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ENGINEERED		
DRAWN	BO	
CHECKED	DD	
APPROVED	DD	

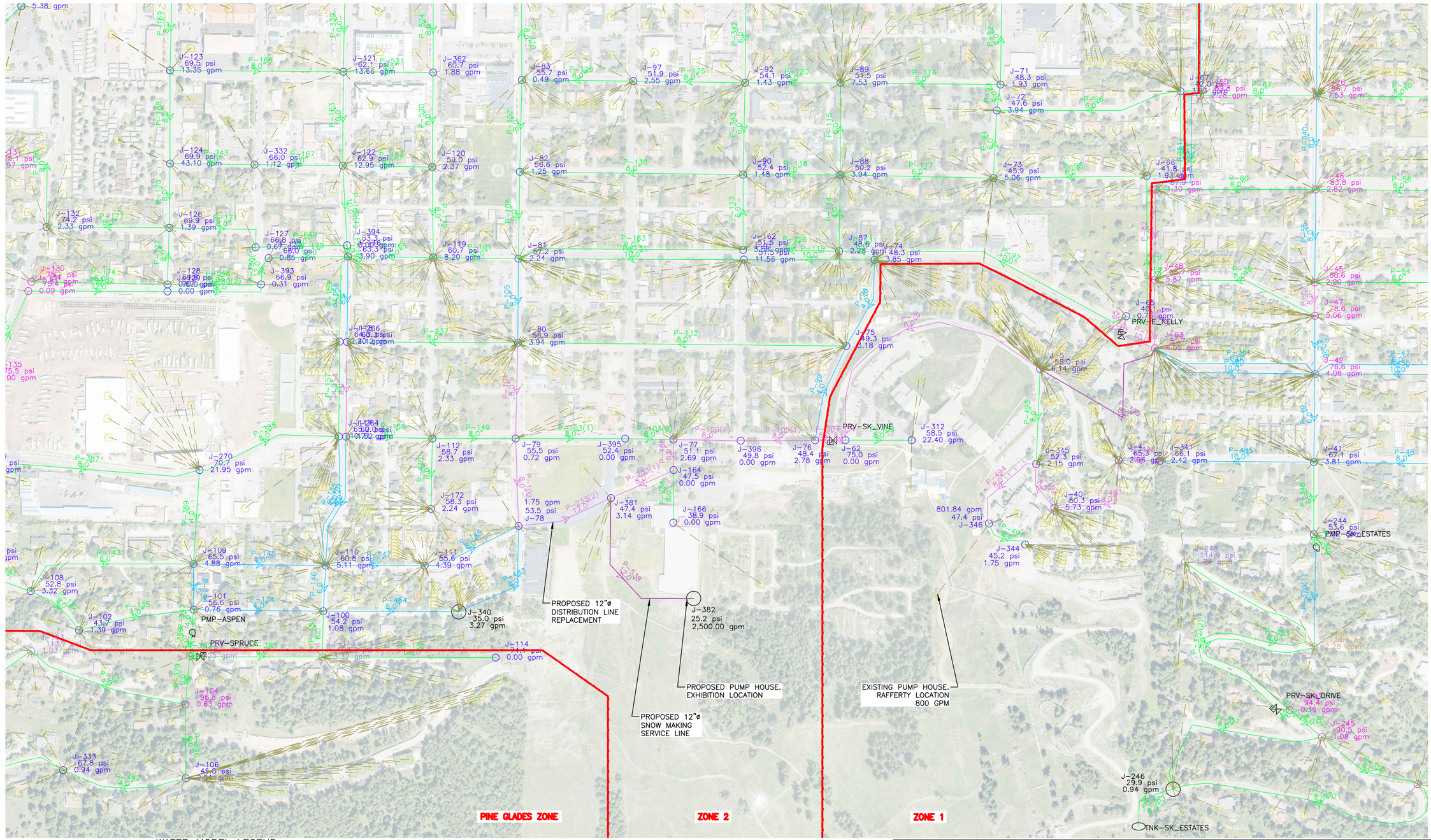
NELSON ENGINEERING
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

DRAWING TITLE
SCENARIO 2
SNOW KING PROPOSED WATER PLAN

JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WY

DRAWING NO 2

JOB NO 19-262-01



WATER MODEL LEGEND

SERVICE METER

SERVICE LINE TO NEAREST JUNCTION

PIPE VELOCITIES < OR = TO:

- 2.00 FT/S
- 4.00 FT/S
- 6.00 FT/S
- 8.00 FT/S

JUNCTION PRESSURES < OR = TO:

- 20.00 PSI
- 35.0 PSI
- 75.0 PSI
- 100.0 PSI
- 125.0 PSI
- 150.0 PSI

SCENARIO 3 SNOW KING PROPOSED WATER PLAN

SCALE: 1" = 400' (11X17)

0 200 400

N E

SCENARIO 3 DESCRIPTION

SCENARIO 3 REPRESENTS A PEAK HOUR WINTER DEMAND. THIS SCENARIO IS REPRESENTED WITH FLOW DEMANDS FROM DECEMBER 2017 PROVIDED BY THE TOWN OF JACKSON AND A PEAK HOUR FACTOR OF 2.0 BASED ON WELL PRODUCTION DATA PROVIDED BY THE TOWN OF JACKSON. ALL WELLS ARE MODELED AT DESIGN CAPACITY FLOW. A 12"ø WATER MAIN IS PROPOSED TO REPLACE AN EXISTING 8" WATER MAIN AT THE INTERSECTION OF S CACHE ST. AND PHIL BAUX PARK PARKING LOT ALONG WITH A PROPOSED 12"ø SERVICE LINE TO PROVIDE SNOW KING WITH 2,500 GPM FOR SNOWMAKING.

DATE	30 JUNE 2020	REV.
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ENGINEERED		
DRAWN	BO	
CHECKED	DD	
APPROVED	DD	

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

DRAWING TITLE
SCENARIO 3
SNOW KING PROPOSED WATER PLAN

JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WY

DRAWING NO
3

JOB NO
19-262-01

May 22, 2020

Ryan Stanley
Vice President
Snow King Mountain Resort
Jackson, WY 83001

Tyler Sinclair
Town of Jackson Community Development Director
PO Box 1687
Jackson, WY 83001

RE: Gondola & Zip-Line CUP Additional Information for Planning Commission

Dear Tyler,

This letter seeks to provide additional information in response to questions raised at the May 6th planning commission meeting with respect to a draft operating plan, excerpts from the Snow King Draft Environmental Impact Statement (EIS), locations of proposed zip-lines on USFS Land, further information on the Cougar lift, and additional engineering information.

Attached with this letter is a draft operating plan that incorporates elements discussed at the planning commission meeting and included in the Conditional Use Permit application submission. This draft operating plan incorporates a number of noise and visual mitigation elements that were discussed with the planning commission including limits on operating hours to accommodate the cemetery, design considerations for the zip-line to have trolleys with coated wheels to minimize noise when travelling on the cable, a catchment system for the zip-line that minimizes noise, visual screening of activities on the eastern boundary of the resort, location of the drive terminal of the new gondola at the top of the mountain to minimize noise at the base area, a guest code of conduct, and design considerations for a new building at the top of the mountain that will minimize visual impacts from operations at night to serve the proposed observatory.

A summary of environmental impacts associated with each alternative in the Snow King Draft EIS is attached in addition to a map that shows the proposed projects associated with this EIS, including zip-lines. This summary provides a quick view of the in-depth environmental analysis found in the complete Draft EIS document which is available online at the Bridger Teton National Forest website.

It has become clear that the preferred outcome for race training as part of this proposal is to relocate the base of the Cougar lift approximately 250 feet up the hill. Snow King Mountain and the Jackson Hole Ski and Snowboard club are working together to make this change associated with the installation of the gondola.

The 2018 Resort District Master Plan review which initially included a proposal to relocate the gondola at street level in the existing parking lot of Phil Baux Park would have been the most cost-effective design for the resort to preserve the Cougar lift, minimize grading expenses at the base of the mountain, while maintaining the maximum

amount of green open space at the base of the mountain. However, this location for the gondola was ultimately not approved as part of the Town review process. The next best location for the gondola was approved as part of the 2020 Resort District Master Plan proposal where the Cougar lift currently sits. As this change was detrimental to the operations of the Ski and Snowboard Club, a surface lift on the west side of the resort was considered as an alternative alongside relocation of the Cougar lift. Ultimately, preservation of the Cougar lift was deemed the best option by the Ski and Snowboard Club.

While this outcome has changed the project design and cost substantially, Snow King Mountain is willing to support this relocation of the Cougar lift as a positive solution for both the Ski and Snowboard Club as well as the community. The relocation of the Cougar lift has a number of benefits including the elimination of the 40ft tower number 4, preservation of access to the mid-mountain, and easy access for race training immediately outside the Lodge Room and Ski and Snowboard Club offices. The primary downside of this option is simply the additional cost, as it would have limited impact to a future building expansion to the west of the ice rink, and it retains a relatively wide-open space at the base of the mountain. The relocation of the Cougar lift would be undertaken at the same time as the installation of a new gondola.

To address comments from the Town Engineer, attached with this letter is a map showing the full length of the gondola and proposed new access road. Please recognize that the USFS has not made a determination on the final road alignment shown on this map. Also attached is a heatmap showing grading limits and the magnitude of cuts and fills. Where documented access is not provided to or around the event center or gondola, easements granting the Town access, including for vehicles and equipment, will be provided in conjunction with the building or grading permits for the Gondola. Prior to presenting to Town Council for approval, a map will be provided showing all the easements and agreements for the impacted properties and references to their relevant documents and a visual impact analysis that shows the entire length of the gondola will be provided.

Sincerely,

Ryan Stanley

Snow King Mountain Resort - Town of Jackson Operating Plan

As designated in the Teton County Comprehensive Plan, Snow King Resorts location within the Town Commercial Core Zone sits within the "economic hub of Teton County." The future goal of the Comprehensive Plan for this zone is to "create a vibrant pedestrian-oriented mixed-use district with a variety of non-residential uses. A key component of achieving this goal will be to have visitors and residents visit the area more often and stay longer by increasing the availability of lodging and residential units and creating a vibrant Retail Shopping District." Specifically, with respect to Snow King Resort, the Comprehensive Plan seeks to "create a vibrant mixed-use resort complex, including a multi-faceted conference/convention center and community facility that contributes to the economy of Downtown and also serves as a permeable border between the Town and Snow King Mountain." Furthermore, the Comprehensive Plan states that "it will be important to create a more visible and attractive base area along Snow King Avenue to attract residents and visitors to the many amenities and recreational opportunities found there."

The 2020 Snow King Resort District Master Plan is an extension of the vision set forth in the Teton County Comprehensive Plan with a variety of lodging, commercial, residential, and recreational uses that will create a vibrant resort district and economic hub for Teton County. Snow King Resort recognizes that for these diverse uses to coexist in harmony and in close proximity, a broad set of guidelines must be established to ensure the impacts of one use do not substantially impact other uses. Furthermore, the Resort recognizes that certain uses may have impacts beyond the Resort District and Commercial Core Zone of the Comprehensive Plan. As such, Snow King Mountain Resort seeks to establish a clear operating plan with the Town of Jackson that seeks to strike a balance between recreational activities that may have impacts outside the Resort District, the goal of creating a vibrant economic and activity hub in the heart of Teton County, and the residential neighborhoods outside the Commercial Core Zone.

The following operating plan focuses primarily on the hours of operation for the various activities at Snow King Mountain in order to limit the impacts of these activities on the neighboring community. In addition to these limited hours of operation, which in the past have not existed, Snow King Mountain Resort seeks to establish a code of conduct for resort guests that will help to encourage respectful behavior, and to incorporate design elements into new facilities that will minimize outside impacts on the community. It must be noted that these limitations may have a negative impact on the economic success of Snow King Mountain in the future, and in some cases come at a very high cost to the business. Furthermore, in the 2020 Snow King Resort Master Plan, Snow King Mountain was required to operate a minimum number of hours during the winter months to guarantee the community access to skiing. Snow King Mountain seeks to do its part as a good neighbor while both achieving the vision of the Teton County Comprehensive Plan as a vibrant successful economic driver, while minimizing impacts on surrounding neighborhoods.

Hours of Operation

Generally, for Snow King Mountain to succeed with its business offerings, all activities need to be available to guests at the same time so that guests can experience the full range of activities as part of their visit, regardless of the time they choose to visit. Therefore, it can be expected that all activities may be open during the hours of operation listed below during both summer and winter.

Summer Hours of Operation:

Lifts and Activities:
(Mountain Coaster, Rafferty Zip-line, Alpine Slide, Miniature Golf, Maze, Bungee Trampoline, Summit Gondola and Rafferty Lift)

May 15 to June 14:	10:00am – 5:00pm
June 15 to August 15:	10:00am – 9:00pm
August 16 – October 16:	10:00am – 5:00pm

In the past, summer activities at Snow King have operated from 9:00am to after 9:00pm. The restricted operating hours above have been adopted in recent years to provide a quiet time in the morning for the neighboring Aspen Hill Cemetery. The hours of operation listed above will ensure a quiet time in the morning for cemetery visitors and burials into the future.

The dates listed above are approximate and intended to accommodate starting longer hours on a Saturday and ending longer hours on a Sunday.

Up to 5 days of one additional hour either later or earlier to accommodate special groups, gatherings, or events are requested as part of this operating plan. Snow King has proposed to shut down for pre-planned events at the Aspen Hill Cemetery for a similar number of days and time.

The Kings Grill will operate standard restaurant hours of operation during the summer months and close no later than 10:00pm for gatherings in the space.

At the time a new facility at the summit of the mountain is constructed, or at the time of completion of the proposed observatory at the summit, it is proposed that the gondola would operate without restriction until 10:00pm. After 10:00pm, the summit facilities would use blackout curtains or other means of blocking light to prevent light pollution from any buildings. Fully shielded red outdoor lights would be used for pedestrian safety to load and unload the gondola after 10:00pm to service the proposed observatory and restaurant at the summit. This situation would be used to mitigate both stargazing and any events or gatherings at a new restaurant facility. The gondola would operate as needed until 1:00am to serve stargazing gatherings at the summit and events at the restaurant. Ultimately, design elements of the building combined with operating plans to minimize light pollution would seek to create a

situation whereby any events or gatherings at night would be minimally visible from the Town below.

Winter Hours of Operation:

Lifts and Activities:
(Rafferty Lift, Cougar Lift, Magic Carpets, Summit Gondola, Tubing, Mountain Coaster)

November 1 – December 10:	9:00am – 6:30pm
December 11 – April 15:	9:00am – 9:00pm

Prior to the construction of a new gondola it is anticipated that night skiing lights would be turned off no later than 8:00pm following ski patrol sweep of the mountain. Following the construction of new facilities, night skiing hours may be extended with lights to be turned off no later than 10:00pm following ski patrol sweep of the mountain. Historically, night lighting has been in operation for night skiing until after 9:00pm. Typically, lights are left on for one hour following close to allow for the ski patrol to sweep the mountain in a safe lighted environment, and to have the opportunity to react in the event of an injured or lost skier.

At the time a new gathering facility at the summit of the mountain is constructed, or at the time of completion of the proposed observatory at the summit, it is proposed that the gondola would operate until 10:00pm to serve the restaurant. After 10:00pm, the summit facilities would use blackout curtains or other means of blocking light to prevent light pollution from any buildings. Fully shielded red outdoor lights would be used for pedestrian safety to load and unload the gondola after 10:00pm to service the proposed observatory at the summit. The gondola would operate as needed until 1:00am to serve stargazing gatherings at the summit observatory. In winter time it is not anticipated that stargazing will take place past 11:00pm at night; however, in the spring and fall months stargazing events would likely go later in the evening. With light mitigation measures in place this activity should have minimal impact upon dark skies or the visibility of activity at the top of the mountain.

During the winter months it is anticipated that snowmaking may occur starting as early as late October and lasting as late as January. With increased water capacity associated with the gondola improvement project it is anticipated that snowmaking will get done faster than in the past, minimizing the duration of impacts associated with this activity.

Snow King Mountain Code of Conduct

As part of this operating plan Snow King Mountain intends to develop a new code of conduct for visitors to convey an understanding of their place within the community and impacts associated with their visit. This code of conduct will incorporate environmental awareness, encourage limiting noise, and generally seek to incorporate existing community best practices for guests as an educational strategy to limit the impact of their visit. This code

of conduct will be incorporated into marketing materials, signage, and into advance communication with guests at the time of online activity booking. While it cannot be expected this tactic will eliminate spontaneous screams of joy from guests on certain activities, we hope it will provide guests a better understanding of their environment, the concerns of the community, and potentially reduce excessive noise associated with people having fun outdoors.

Design Considerations

A wide variety of design considerations will be incorporated into all future activities and facilities that seek to minimize visual and noise impact within and outside the resort district. Some of the design elements discussed with proposed projects to date are listed below; however, as new opportunities arise for mitigation as part of any new construction, they will be added to this list.

- Tree Planting along the eastern property border of Snow King Mountain private property to screen visual impacts and noise associated with activities in the Rafferty Center.
- Zip-lines will be designed to minimize noise through the purchase of trolleys designed to minimize noise travelling down the cable and through the purchase of a catchment system at the base that minimizes noise as riders come to a stop. A variety of trolley systems exist that make substantial noise and Snow King will work with the manufacturer to purchase the quietest possible version. Most large zip-lines use spring catchment systems that make substantial noise upon impact to stop riders coming into the platform. Snow King has worked with the manufacturer to obtain a catchment system that eliminates the spring system and uses a quiet mechanism for slowing and stopping riders.
- If possible, coated cable will be procured to additionally limit noise from trolleys travelling down the cable.
- Mature trees will be planted around the top and bottom stations of the zip-line to minimize visual impacts associated with the activity and help blend it into the natural environment.
- The gondola will be designed with a top drive (motor and drive system located at summit of the mountain) so that noise at the base area terminal will be minimized.
- Snowmaking water capacity will be increased so that snowmaking operations can be completed faster minimizing impacts associated with this critical component of winter operations.

Together the aforementioned hours of operation, code of conduct, and facility design considerations seek to balance the goal of creating a vibrant mixed-use resort district, as directed in the Teton County Comprehensive Plan, with the desire to minimize environmental impacts associated with the resort district. It is anticipated that this operating plan will be amended over time to reflect the changing nature of Snow King Resort and the community within Jackson Hole.

Table S-1. Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
Climate Change and Snow Quality				
Issue 1: How would climate change affect snow quantity and the viability of the proposed infrastructure and uses?	No change in snowmaking or summer recreation opportunities. Winter recreational use and the long-term viability of Snow King would remain vulnerable to the effects of climate change.	Snowmaking system coverage would increase by nearly 60%, and additional summer recreational opportunities would be provided. These changes would effectively offset the impact of reduced snowfall due to climate change on Snow King's winter recreational use and long-term viability.	Same as Alternative 2.	This alternative would be somewhat less effective in offsetting the impact of reduced snowfall on Snow King's winter recreational use and long-term viability. Snowmaking coverage would increase by less. The front-side mountain bike system would be shorter, and the back-side mountain bike zone would be eliminated.
Air Quality				
Issue 1: How would construction and use of the proposed infrastructure affect protected airsheds around the project area?	No notable change in Snow King's impact on visibility or particulate concentrations in Teton National Park or other area Class I airsheds.	A temporary increase in emissions and dust would occur during construction due to grading and excavation. Glading would increase by 32.7 acres, with associated slash burning. With the design criteria identified through this analysis in place, Alternative 2 is unlikely to have a discernible effect on visibility or particulate concentrations in Grand Teton National Park or other Class I airsheds in the area.	Same as Alternative 2 but with 154.2 acres of additional thinning and associated slash burning. However: there is a wide margin between current visibility and particulate ratings; slash burning is a minor contributor of particulates; burning would comply with Wyoming Air Quality Division Smoke Management Program requirements; and burning would take place in late fall, when air quality is good. Based on these considerations, slash	Grading and excavation would decrease by 11.1 acres relative to Alternative 3, and glading would increase by 3.8 acres. These minor changes would not alter the conclusion drawn under Alternative 3.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
			burning could be increased substantially without causing a poor visibility rating in the Park or exceeding Wyoming or national particulate standards in Class I airsheds.	
Issue 2: How would the proposed increase in snowmaking system coverage affect the "snowmaking cloud" that impacts the neighborhood around the base area?	No change from current snowmaking practices. The frequency and duration of snow cloud formation would remain unchanged.	Some increase in the frequency and duration of snowmaking cloud formation would result from increased water use. However, most of the increase in snowmaking coverage would be at higher elevations where wind would dissipate the cloud or on the back side where the cloud would not affect Jackson.	Same as Alternative 2.	Same as Alternatives 2 and 3. Minor changes in the location of snowmaking system additions would not alter the conclusion draw under Alternative 2.
Water, Soils, and Watershed				
Issue 1: How would the proposed increase in snowmaking and clearing of ski runs affect surface runoff, and groundwater recharge?	No change from current conditions in terms of snowmaking or run clearing. Surface runoff currently does not leave the ski area boundary but infiltrates to groundwater.	Snowmaking system coverage would increase by over 160% and cleared ski terrain would increase by nearly 90%. Snowmaking system coverage would not necessarily correspond to a proportional increase in water. Any change in snowmelt runoff, infiltration, and groundwater recharge would remain within the current range of variability in volumes and rates.	Same as Alternative 2.	Slightly less snowmaking system coverage would be added (11.4 acres less than Alternatives 2 and 3), and minor changes in run clearing would occur. These changes would not alter the conclusion drawn under Alternative 2.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
Issue 2: How would the ground disturbance associated with construction and use of the proposed infrastructure affect soil erosion and slope stability?	No change from current infrastructure. Erosion would continue at existing rates, and conditions that influence soil erosion and slope stability would remain unchanged.	Temporary erosion and stability impacts could occur during and immediately following construction within the 144.5-acre disturbance area. Of the 31 separate project elements, 13 would have a high erosion/sedimentation risk rating before BMPs were applied, and 13 would have a moderate risk rating. With BMPs in place, risk ratings for all project elements would fall to low, and no measurable long-term change in erosion, sediment transport, or slope stability would result.	Disturbance area would increase by up to 154 acres, due primarily to forest stand thinning. Of 32 project elements, up to 15 would have high risk ratings before BMPs were applied, and up to 14 would have moderate ratings. These changes would not alter the conclusion drawn under Alternative 2.	Disturbance acreage would decrease by 5.9 acres relative to Alternative 3, but there would be no change in project element risk ratings. These changes would not alter the conclusion drawn under Alternative 2.
Issue 3: How would construction and use of the proposed infrastructure affect impaired water bodies in the area?	No change from current water quality conditions in Cache Creek or Flat Creek would occur.	Construction activities would result in disturbance and short-term opportunities for erosion and surface runoff. Due to the distance between proposed disturbance and creek channels, the BMPs that would be in place, and the naturally high filtration rates, no long-term or short-term impacts on water quality in Cache Creek or Flat Creek would occur.	Same as Alternative 2. Alteration of disturbance acreage would not affect the conclusion drawn under Alternative 2. See Issue 2 above.	Same as Alternatives 2 and 3. Alteration of disturbance acreage would not affect the conclusion drawn under Alternative 2. See Issue 2 above.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
Vegetation				
Issue 1: How would construction and use of the proposed infrastructure affect the introduction and spread of noxious weeds?	No change from current noxious weed conditions. Seventeen noxious weed species have been reported within or adjacent to the ski area boundary. The ski area would continue to treat existing and new weed infestations, consistent with the terms of their vegetation management plan.	This alternative would result in 80.4 acres of glading and clearing, with limited potential to increase weed introduction or spread, and 64.1 acres of grading and excavation, with higher potential to create conditions favorable to weeds due to high levels of soil disturbance and equipment operation. Recreational use during the spring, summer, and fall months would increase, potentially expanding this vector for the spread of weeds. Implementation of the integrated weed management program identified as a design criterion in this analysis should preclude any substantial increase in weed introduction and spread.	Glading and clearing acreage would increase by up to 154.6 acres due mostly to stand thinning, and grading and excavation would decrease by up to 0.6 acre. Increased efforts to obliterate unnecessary roads and trails would help concentrate increased recreational use on established routes. These changes would not alter the conclusion drawn under Alternative 2.	Gladed and cleared acreage would increase by 4.2 acres relative to Alternative 3, but grading and excavation would decrease by 10.1 acres, reducing the risk of spreading noxious weeds compared to Alternative 3. Decreasing the extent of front-side bike trails and eliminating the back-side mountain bike zone would substantially reduce the potential for weed introduction and spread through recreational use. Overall, relative to Alternatives 2 and 3, this alternative would have the least potential for the introduction and spread of noxious weeds.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
Wildlife				
Issue 1: How would construction and use of the proposed infrastructure affect special-status wildlife species?	Since there would be no change from current habitat and disturbance conditions under this alternative, there would be no change in Snow King's effect on threatened and endangered species, Forest Service sensitive species, migratory birds, or specialized habitats.	Alternative 2: - Has the potential to negatively impact Canada lynx habitat but is consistent with the *Northern Rockies Lynx Management Direction* and its amendment to the Forest Plan. - Would have no impact on the grizzly bear, wolverine, bald eagle and peregrine falcon. - May impact individuals but is not likely to result in a measurable impact on bighorn sheep population numbers. - May impact individuals but is not likely to cause a trend toward federal listing or loss of viability for: fisher, spotted bat, Townsend's western big-eared bat, boreal owl, flammulated owl, great gray owl, northern goshawk, and three-toed woodpecker. - May impact migratory birds but not substantially given design criteria and the large amount of alternative habitat available.	Relative to Alternative 2: - Disturbance of lynx habitat would increase but the determination would remain the same. - The amount of forested habitat impacted would increase, but the determinations for the fisher, boreal owl, flammulated owl, great grey owl, and northern goshawk would remain the same. - Impacts on bighorn sheep, spotted bat, Townsend's western big-eared bat, bald eagle, peregrine falcon, three-toed woodpecker, and migratory birds would be the same.	Relative to Alternative 3: - Disturbance of lynx habitat would increase slightly, but the determination would remain the same. - The amount of forested habitat impacted would increase, but the determinations for the Fisher, boreal owl, flammulated owl, great grey owl, and northern goshawk would remain the same. - Impacts on migratory birds would be the same.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
Issue 2: How would construction and use of the proposed infrastructure affect elk or mule deer winter use?	No change from current elk or mule deer winter habitat conditions would occur, as there would be no back-side development.	No designated winter or parturition range for elk or mule deer would be directly affected, with exception of the lightly used northeast corner of the permit area on the front side. Localized displacement of elk and mule deer in and around the project area due to disturbance from expanded recreation would occur but would not result in a measurable impact on population numbers due to the abundant surrounding habitat, relatively low levels of habitat loss, and low level of current use in both the ski area permit boundary and its zone of visual influence.	Shifting the southern boundary of the western boundary adjustment up to the ridgeline above Leeks Canyon would provide minor benefit to wintering, but the conclusion drawn for Alternative 2 would remain the same.	The changes in infrastructural development and use under this alternative would not alter the effects on winter elk and deer use described under Alternative 2.
Cultural				
Issue 1: How would construction and use of the proposed infrastructure affect Snow King's historic landscape?	The remaining resources contributing to the eligibility of Snow King's historic landscape would be unaffected.	Fourteen of the 15 remaining contributing resources would be adversely affected: the 12 historic ski runs by modification and/or alteration of their visual signature through construction of intermingled new runs, and the Panorama House and unloading platform/observation deck by removal. The CCC Summit Shelter would not be affected. Consultation under Section 106 of the Historic Preservation Act will result in mitigation	Impacts on contributing resources would be the same, but Snow King would develop an interpretive program focusing on the history of the ski area to offset these effects.	Most of the proposed new ski runs in and adjacent to the historic landscape would be eliminated to protect the visual integrity of the 12 historic ski runs. Impacts on the other contributing resources would be the same as under Alternative 3.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
		measures to address these impacts.		
Issue 2: How would construction and use of the proposed infrastructure affect Traditional Cultural Places or other Native American tribal resources?	No change from current effects on Native American concerns would occur.	Tribal consultation identified no Native American concerns, and no significant Native American sites have been identified within the project area. As a result, no impacts on this resource are anticipated under this alternative. Design criteria would protect any undiscovered heritage resources or sites encountered during construction.	Same as Alternative 2.	Same as Alternatives 2 and 3.
Land Use				
Issue 1: How would construction and use of the proposed infrastructure affect grazing?	No back-side development would occur, so impact on the Leeks Canyon grazing allotment would not change and utilization rates would be unchanged.	A minor reduction in forage availability and some disturbance or displacement of livestock would occur within the ski area boundary. Beyond the ski area boundary, mountain bike traffic down Leeks Canyon Road could increase, potentially disturbing and displacing horses in lower portion of the canyon. However, additional use would be limited due to steepness of road and the private property boundary near the bottom. The allotment is of sufficient size to ensure adequate amounts of forage for the number of livestock involved, even if some	Mountain bikers would be restricted to the dedicated downhill mountain bike trail system, precluding any new impact on livestock in lower Leeks Canyon. Otherwise, impacts would be the same as under Alternative 2. Compared to Alternative 2, reduced potential effects on utilization rates outside the ski area would occur.	The back-side mountain bike zone would not be developed, reducing impact on forage production and precluding any new mountain bike use in lower Leeks Canyon. Utilization levels within the allotment would be essentially the same as Alternative 1.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
		displacement of animals occurred. Increased levels of utilization could occur in some areas of the allotment, but annual standards would be met.		
Noise				
Issue 1: How would construction and use of the proposed infrastructure affect noise levels around the ski area?	No change from current noise levels would occur. Avalanche explosive use may temporarily exceed the Town of Jackson's 65 dBa property-line noise limit (used as a threshold in this analysis though the ordinance does not apply to National Forest System land).	A short-term increase in equipment noise during construction and a long-term increase in noise due to increased avalanche control explosives, mechanical noise from the zip line trolley, and zip line rider noise would occur. All new snowmaking would be higher on the mountain than current activities and would generally not lead to increased noise. Helicopter staging on private land during gondola construction, if authorized by the Town of Jackson, may temporarily exceed 65 dBa.	Moving the bottom zip line terminal to the Rafferty mid-station would reduce noise at Phil Baux Park. Otherwise, noise impacts would be similar to Alternative 2.	The addition of run 15 would result in an increase in temporary construction noise, including chainsaw operations, and long-term noise due to snowmaking within 200 feet of homes adjacent to the ski area. Both noise sources would be substantially reduced by distance and vegetation screening. It is unlikely the Town of Jackson noise standard would be exceeded by these activities. Otherwise, noise impacts would be the same as outlined under Alternative 3.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
Recreation				
Issue 1: How would the proposed ski terrain development affect Snow King's terrain mix?	The current terrain mix would be unchanged, limiting Snow King's ability to meet the needs of the broader skier market and bring new skiers into the sport.	An additional 117.8 acres of new ski terrain, including 39.8 acres of beginner, novice, and low intermediate and 20.8 acres of intermediate terrain. Terrain mix would remain heavily skewed toward advanced and expert terrain, but would be substantially closer to the skier market profile and provide a better progression in terrain for lower skier ability levels.	Same as Alternative 2.	The shift from clearing to glading runs 4, 5, and 7 in the eastern boundary adjustment area would reduce low intermediate terrain, a limiting factor at Snow King, by 3.8 acres. Otherwise the effects would closely match Alternatives 2 and 3.
Issue 2: How would the proposed summit access road/novice skiway affect existing ski runs?	Current ski run conditions would not change because no new ski runs or skiways would be constructed. Upper mountain runs would cross skiways nine times.	The number of skiway crossings would increase to 15, reflecting the new summit access road/novice skiway and construction of new front-side runs. However, skiway crossings are a common and manageable issue at ski areas. The impact on skier flow would vary by run.	Obliteration of more existing skiways would eliminate six crossings of existing runs and bring the net number or crossings to five. That would be a notable improvement in skier flow over existing runs.	Same as Alternative 3 for existing runs. Impacts on new trails would also be the same except that run 3 would not be constructed, reducing crossings by one, and run 2 may merge onto run 4, creating a new crossing of the summit access road/novice skiway.
Issue 3: How would the proposed downhill mountain bike trails and zone affect the existing Cache Creek/Game Creek trail system and its users?	No change from current use beyond the 1–3% annual increase associated with population growth in Jackson.	Lift-served mountain bike access to the summit is projected to result in a small increase in the number of trail system users but a major shift in use patterns. Higher-elevation, more distant trails would be much more accessible to mountain bikers, resulting in roughly two to four times more use on trails such as	A combination of rider information, trail design, enforcement, and changes to allowed use of existing trails that would be employed under this alternative to restrict lift-served bike use to the dedicated downhill trail system and mountain bike zone. This should	This alternative would eliminate the proposed bike zone on the back side, restrict the front-side downhill mountain bike trail system to a smaller area, and would not change the allowed use of existing Cache Creek/Game Creek trails.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
		Skyline, Ferrin's, Wilson Canyon, and Josie's Ridge. This could increase user conflicts, trail damage, and resource impacts. Traffic on currently heavily used lower trail segments would be correspondingly reduced, decreasing crowding and trail damage. These effects may remain consistent with the Roaded Natural Recreational Opportunity Spectrum classification, but they could degrade the recreational opportunity provided by the Cache Creek/Game Creek trail system.	preclude notable adverse effects on the Cache Creek/Game Creek trail system and its users.	Overall, this alternative is projected to be slightly more effective in protecting the Cache Creek/Game Creek trail system and users than Alternative 3, but it would also provide substantially less opportunity for downhill mountain biking at Snow King.
Issue 4: How would the proposed Summit gondola and zip line affect users of Phil Baux Park?	Recreational opportunities for park users would remain unaltered.	Construction of the gondola and zip line bottom terminals would result in the loss of the Phil Baux Park parking lot and a change in the recreational opportunities it currently provides. Open green space available for recreational activities would increase.	No new infrastructure would be sited in Phil Baux Park. The gondola bottom terminal would be located nearby but far enough away to maintain the park's current recreational opportunities. The parking lot would remain intact.	Effects would be the same as outlined under Alternative 3.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
Safety				
Issue 1: How would the proposed mountain bike trails and mountain bike zone affect the safety of other summer visitors?	The safety of other summer visitors would not change because there would be no development of additional mountain bike trails under this alternative.	Use of trails within the Snow King boundary would increase, with most of this increase occurring on the new downhill mountain bike trails. A combination of design criteria requiring adequate sight lines around intersections, signage warning users of both trails that they were approaching an intersection, features designed to slow riders on the downhill trails, and bridges or underpasses where necessary would preclude any substantial change in safety risk.	Same as Alternative 2.	The number of trail crossings would be reduced relative to Alternatives 2 and 3, reducing impacts marginally. Otherwise, changes in visitor safety would be similar.

PROPOSED GONDOLA BASE STATION
(NOT IN CONTRACT)

PROPOSED PUMP STATION & UTILITIES
(NOT IN CONTRACT)

SUMMIT CHAIRLIFT

PROPOSED GONDOLA
LIFT CENTERLINE

COUGAR
CHAIRLIFT

SNOWMAKING
INFRASTRUCTURE

ROPES COURSE
FEATURES (TYP.)

RAFFERTY
CHAIRLIFT

NEW SUMMIT ROAD
SEE SHEETS C2.0–C2.7

PROPOSED GONDOLA TOP STATION
(NOT IN CONTRACT)

SHEET C2.0
SHEET C2.1
SHEET C2.2
SHEET C2.3
SHEET C2.4
SHEET C2.5
SHEET C2.6
SHEET C2.7

0+00 1+00 2+00 3+00 4+00 5+00 6+00 8+00 9+00 10+00 11+00 12+00 13+00 14+00 15+00 16+00 17+00 18+00 19+00 20+00 21+00 22+00 23+00 24+00 25+00 26+00 27+00 28+00 29+00 30+00 31+00 32+00 33+00 34+00 35+00 36+00 38+00 39+00 40+00 41+00 42+00 43+00 44+00 45+00 46+00 47+00 48+00 49+00 50+00 51+00 52+00 53+00 54+00 55+00 56+00 57+00 58+00 59+00 60+00 61+00 62+00 63+00 64+00 65+00 66+00 68+00 69+00 70+00 71+00 72+00 73+00 74+00 75+00 76+00 77+00 78+00 79+00 80+00 81+00 82+00 83+00 84+00 85+00 86+00 87+00 88+00 89+00 90+00 91+00 93+00 95+00 96+00 97+00 98+00 99+00 100+00 101+00 102+00 103+00 104+00 105+00 106+00 107+00 107+17

FINAL SITE PLAN

SCALE: 1" = 400' (12X18)

0 200 400

N E

32 of 119

DATE	3/3/2020	REV.
SURVEYED		
ENGINEERED	DD/FPD	
DRAWN	NB	
CHECKED	DD	
APPROVED	DD	

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

DRAWING TITLE
FINAL SITE PLAN

JOB TITLE
SNOW KING SUMMIT ROAD
SNOW KING RESORT
TETON COUNTY, WYOMING

DRAWING NO
C1.0

JOB NO
19-282-01

S:\Proj\2019\282-01 (Snow King Summit Gondola Improvements)\14 Drawings\Civil\SSDR-SUMMIT ROAD.dwg C1.0 FINAL SITE PLAN - Mar 03 2020 02:03:54 pm PLOTTED BY benling DWG FORMAT 23.0

TOWN OF JACKSON
PHIL BAUX PARK

CCC'S TOWN
HILL LOFTS

SNOW KING MOUNTAIN
RESORT, LLC

TOWN OF JACKSON
SNOW KING SPORTS
& EVENTS CENTER

EXISTING
CLEANOUT
(MH-3)

A
B
C
D

0+00
1+00
2+00
3+00
4+00
3+50

0 30 60

N

LEGEND

CUT AREA

FILL AREA

CUT/FILLS TABLE

Number	Minimum Elevation	Maximum Elevation	Color
1	-18.762	-15.000	
2	-15.000	-10.000	
3	-10.000	-5.000	
4	-5.000	0.000	
5	0.000	5.000	
6	5.000	7.541	

REV.		
4/28/2020	NE	
DATE	SURVEYED	
	ENGINEERED	
	DRAWN	NB
	CHECKED	DD
	APPROVED	DD

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

DRAWING TITLE
BASE STATION EARTHWORK OVERVIEW
PLAN VIEW

JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO
EXHIBIT A

JOB NO
19-262-01

S:\Pro\2019\262-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\EXHIBIT-GONDOLA BASE.dwg (EARTHWORK @ BASE PLAN) - Apr 28 2020 12:31:44 pm PLOTTED BY: green DWG FORMAT 230

May 1, 2020

Ryan Stanley
Vice President
Snow King Mountain Resort
Jackson, WY 83001

Tyler Sinclair
Town of Jackson Community Development Director
PO Box 1687
Jackson, WY 83001

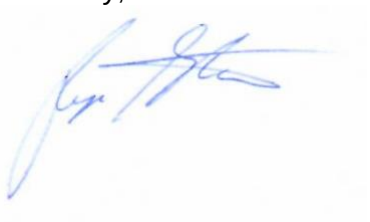
RE: Gondola & Zip-Line CUP Additional Information

Dear Tyler,

Attached is one additional map for the planning commission review next week. This map shows a conceptual relocation of the Cougar Lift. We have ongoing discussions with the ski club about the need for an alternative to the gondola for race training and would like have this additional information available for discussion at the meeting next week.

On Thursday April 30th, the SKRMA board officially voted to approve submission of the Gondola and Zip-Line conditional use permit.

Sincerely,



Ryan Stanley

S:\Proj2019\262-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\DSGN-UTILITY.dwg <PROPOSED SITE PLAN ALTERNATIVE> - May 01 2020 11:16:28 am PLOTTED BY: green DWG FORMAT: 23.0

DRAWING NO	JOB TITLE	DRAWING TITLE				
C2.0B	SNOW KING MOUNTAIN RESORT	PROPOSED SITE PLAN ALTERNATIVE	NELSON ENGINEERING	DATE	3/31/2020	REV. 4/28/2020
JOB NO	2020 IMPROVEMENTS	WITH COUGAR LIFT BASE RELOCATION	P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	SURVEYED	NE	
19-262-01	JACKSON, WYOMING			ENGINEERED		
				DRAWN	NB	
				CHECKED	DD	
				APPROVED	DD	

April 29, 2020

Ryan Stanley
Vice President
Snow King Mountain Resort
Jackson, WY 83001

Tyler Sinclair
Town of Jackson Community Development Director
PO Box 1687
Jackson, WY 83001

RE: Gondola CUP Additional Information

Dear Tyler,

I am writing to provide additional information to accompany the submission of the Snow King Gondola Conditional Use Permit as requested by the planning department.

If all approvals are received in the coming year, we anticipate construction to commence on the proposed gondola project in the spring of 2021.

We would like to provide some additional information on the proposed lighting changes for night skiing. Currently, nearly all of the lights on the lower portion of the mountain on the Summit lift side are located on the lift towers of the Summit and Cougar lifts. The current lighting on in this area is below standards for night skiing in the industry due to the relatively few magnetic induction lights that are relatively far apart.

In 2014, Snow King Mountain worked with the Jackson Hole Ski and Snowboard Club and Energy Conservation works to replace the old metal halide lights on this side of the mountain with magnetic induction lights. These “snow bright” magnetic induction lights are 40% more energy efficient and produce 60% less light pollution, substantially reducing the impacts on night lighting on residents and wildlife. The system allows for lower light intensity without sacrificing human visual perception. The diffuse, soft light reduces reflection and wasted light while maximizing the light needed by skiers and riders. The output system allows light to be directed at the snow at such an angle that is transmitted laterally. This technology replaces intense blotches of light with uniform slope illumination. As a result, glare is reduced for the neighboring community and the visual experience for users is enhanced.

While this project was completed and all the lights in this area were replaced, the ultimate goal of achieving a first-class night lighting system for ski race training was not achieved due to budget limitations. Budget considerations forced the project to concentrate on simply replacing existing lights and not executing the lighting plan that was designed to achieve the ultimate objective of an ideal race training lighting system.

Due to the elimination of a substantial number of lift towers associated with this project, we have proposed to add a number of fixed light poles on the mountain as suggested in the original lighting plan for the ski club project in 2014. Upgrading the light to the proposed plan entails adding an additional 13-20 free standing light poles on the mountain depending on the ability to place lights on trees in certain locations and approximately 30 additional lights beyond the existing number of lights in this area. Each of these lights is 300 watts. Trees will be used wherever possible in order to minimize additional obstacles on the mountain; however, in order to create a quality night skiing experience, the consistent spacing of lights is essential and as such additional poles are required. Night lighting is proposed to be upgraded on the upper portion of the mountain on USFS land as well.

We would like to further explain why no additional year-round employees will be generated by this development as discussed in the application. We typically employ two lift operations and maintenance managers, one supervisor, and five maintenance individuals for the operation of our 3 ski lifts and two magic carpets. This team is qualified to maintain and operate the proposed gondola in addition to providing training to the gondola operators. The proposed gondola project involves eliminating both the Cougar lift and Summit lift and replacing them with a detachable gondola. Both a gondola and lift require the same number of seasonal lift operators, and therefore we expect to have a reduction in the number of seasonal employees associated with this project. We do not anticipate any change with respect to year-round employees for the maintenance of the gondola as the team is well qualified to handle this workload. When this analysis is entered into the employee housing calculation formula no additional employee housing is required.

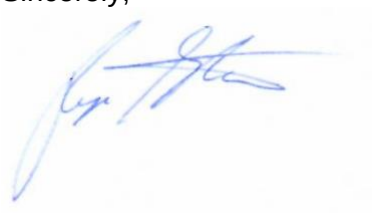
With this letter are revised maps for the CUP that include a slight shift in alignment of the zip-line on the east side of the mountain, the addition of a conceptual surface lift on the west side of the mountain, additional grading maps, and 3D renderings of the gondola base and grading plan. The zip-line alignment was made to land the zip-line on the east side of the existing walkway at the request of the Snow King Hotel. The surface lift shown on the west side of the mountain is to address concerns related to the loss of the Cougar lift. 3D Maps and additional grading plans are provided at the request of Town planning staff.

Finally, I would like to provide some additional information related to activity operations on the Rafferty side of the mountain. Snow King Mountain as a business is able to operate on a year-round basis due to the summer attractions on this side of the hill that operate generally between Memorial Day and Labor Day. During these three months we attempt to generate sufficient income to fund winter operations and maintain year-round staff. With our new master plan amendment, we have now guaranteed to operate in the winter months approximately 49 hours a week during the season. This commitment makes it even more critical that during the summer months we have the flexibility to accommodate guests throughout the majority of the day and into the evening. It is important that all activities be able to operate during the same timeframe in order to offer guests the ability to take advantage of the entire range of activities we offer and provide them the best experience possible.

Our “Big King” pass has been our most successful product over the past few years, offering unlimited access to all activities throughout the day and giving guests the ability to come early and leave early, play later in the evening, or spend the entire day at Snow King. In the past we have operated from 9:00am – 9pm during the peak season in order to take advantage of long summer days; however, this past summer we operated from 10:00am – 9:00pm during the peak time in order to better accommodate concerns related to quite time at the neighboring cemetery. Moving forward, we are requesting the ability to operate all activities from 10:00am – 9:00pm and have up to 5 days during the peak of the summer to extend until 10:00pm for special events or groups on days that may correspond with summer concert series or events of that nature.

We are seeking the flexibility to operate within this range of time to give the community assurance that we will not operate outside that time. Furthermore, we do not anticipate operating during that period of time for the entire summer. We generally ramp up and down the hours of operation based on guest demand so that during the early summer and fall we generally close earlier and during the peak period of the summer from mid-June to mid-August we operate with longer hours.

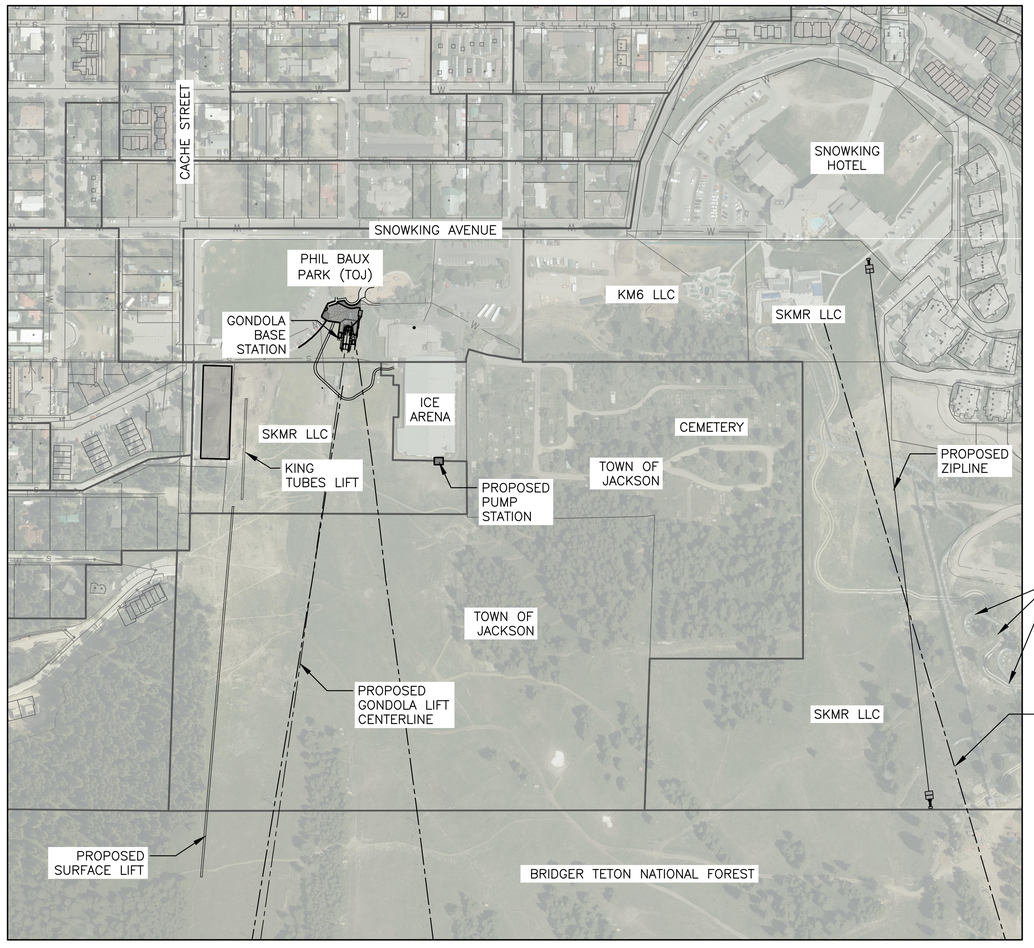
Sincerely,



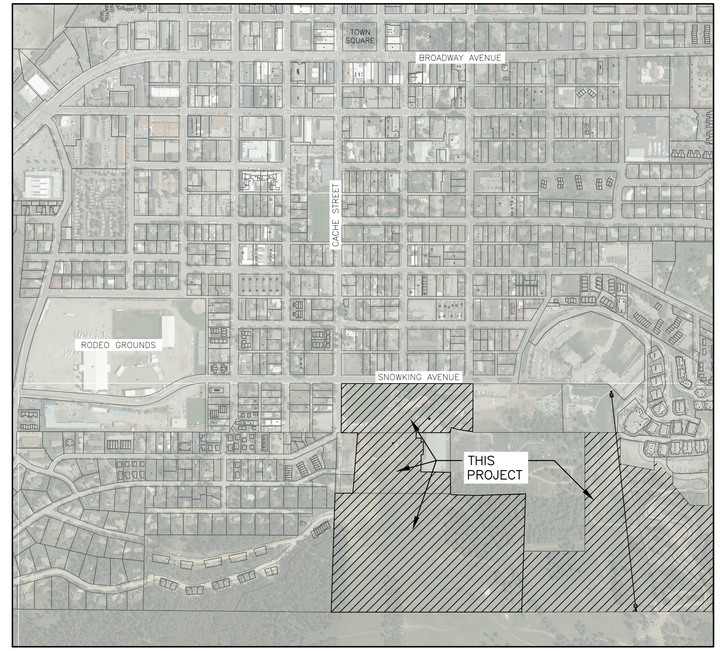
Ryan Stanley

SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS PROJECT
TOJ CONDITIONAL USE PERMIT DRAWINGS

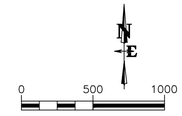
JACKSON, WYOMING



PROJECT AREA
SNOWKING, JACKON, WYOMING



VICINITY MAP
SNOWKING MOUNTAIN RESORT
PART OF SECTION 34
T41 4N R116W
JACKSON, WYOMING



PROJECT CONTACTS

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

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

DRAWING INDEX

DWG NO.	DRAWING TITLE
C0.1	TITLE SHEET
C1.0	EXISTING SITE PLAN
C1.1	BASE STATION EXISTING SITE PLAN
C2.0	PROPOSED SITE PLAN
C2.1	GONDOLA BASE STATION SITE PLAN
C3.0	NIGHT SKIING LIGHTING PLAN
C4.0	UTILITY PLAN OVERVIEW
C5.0	ZIP LINE SITE PLAN
C6.0	GRADING CROSS SECTION PLAN VIEW
C6.1	GRADING CROSS SECTIONS
C6.2	GRADING CROSS SECTIONS
EXHIBIT A	CUT/FILL DEPTH ANALYSIS
EXHIBITS B-D	RENDERED VIEWS OF GONDOLA BASE

DATE	3/31/2020	REV: 4/28/2020
SURVEYED	NE	
ENGINEERED		
DRAWN	NB	
CHECKED	DD	
APPROVED	DD	

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

DRAWING TITLE: COVER SHEET

JOB TITLE: SNOW KING MOUNTAIN RESORT 2020 IMPROVEMENTS JACKSON, WYOMING

DRAWING NO: C0.1

JOB NO: 19-282-01

S:\Proj\2019\282-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\USGA SUMMIT ROAD COVER.dwg (TOWN CUP COVER 8Bit - Apr 29 2020 8:47:39 pm PLOTTED BY: green

SNOW KING HOTEL

TOWN OF JACKSON
PHIL BAUX PARK

PROPOSED GONDOLA BASE

SNOW KING MOUNTAIN
RESORT KM6 PARCEL

"MAZE" & PUTT
PUTT GOLF

PROPOSED STORM
SEWER SYSTEM

SNOW KING
SPORTS &
EVENTS CENTER

TOJ

TOWN OF JACKSON
CEMETERY

KING TUBES

SNOW KING MOUNTAIN
RESORT, LLC

PROPOSED SNOW
MAKING PUMP STATION

EXISTING
RAFFERTY
CHAIR LIFT

EXISTING
COWBOY
COASTER

EXISTING
ALPINE
SLIDE (2)

SNOW KING MOUNTAIN
RESORT LLC.

APPROXIMATE
TOWER LOCATIONS

PROPOSED
SURFACE LIFT

GONDOLA LIFT
CENTERLINE
(EXHIBITION &
COUGAR LIFT TO
BE REMOVED)

TOWN OF JACKSON

PROPOSED
ZIPLINE

0 100 200

5070

DATE	3/31/2020	REV 4/28/2020
SURVEYED	NE	
ENGINEERED		
DRAWN	NB	
CHECKED	DD	
APPROVED	DD	

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

DRAWING TITLE
PROPOSED SITE PLAN

JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO
C2.0

JOB NO
19-262-01

S:\Proj\2019\262-01 (Snow King Summit Gondola Improvements)\14 Drawings\Civil\VISION-UTILITY.dwg, C2.0 PROPOSED SITE PLAN, - Apr 29 2020 03:36:27 pm PLOTTED BY: jgreen DWG FORMAT: 230

S:\Proj2019\262-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\DSGN LIGHTING PLAN.dwg (C3.0 NIGHT SKIING LIGHTING PLAN) - Apr 29 2020 01:38:13 pm PLOTTED BY: green DWG FORMAT: 23.0

DRAWING NO	JOB TITLE	DRAWING TITLE				
C3.0	SNOW KING MOUNTAIN RESORT	NIGHT SKIING LIGHTING PLAN	NELSON ENGINEERING	DATE	3/31/2020	REV.
JOB NO	2020 IMPROVEMENTS		P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	SURVEYED	NE	4/28/2020
19-262-01	JACKSON, WYOMING			ENGINEERED		
				DRAWN	NB	
				CHECKED	DD	
				APPROVED	DD	

TOWN OF JACKSON
PHIL BAUX PARK

PROPOSED NEW TICKET OFFICE

INSTALL 8"ø HOT TAP AND ISOLATION VALVE ON EXISTING 8" ø WATER LINE

REPLACE EXISTING WATER SERVICE TO SPORTS AND EVENTS CENTER

PROPOSED GONDOLA BASE STATION

EXISTING WATER METER TO REMAIN, OR GET UPGRADED

NEW 8"ø WATER SERVICE LINE FOR SNOWMAKING

MECHANICAL/BOILER BUILDING

POWER VAULT AND TRANSFORMER

LOCATE METER AFTER SPORTS CENTER SERVICE LINE TEE

SAW CUT EXISTING ASPHALT AND TRENCH IN 8"ø WATER LINE TO PROPOSED PUMP HOUSE

EXISTING STORM SEWER, TYP. (APPROXIMATE LOCATION)

TOWN HILL LOFTS SUBSURFACE STORMWATER DETENTION

FRENCH DRAIN BEHIND CURB, PER DETAIL 1/C4.0. CONNECT TO NEW STORM WATER MH AS SHOWN.

EXISTING CLEANOUT (MH-3)

EXISTING STORM DRAIN FOR SNOW KING SNOWMAKING WATERLINES: LOCATION TO BE FIELD VERIFIED

CONNECT ADS PIPE FROM FRENCH DRAIN TO SCH40 PVC AND ROUTE TO STORMWATER MANHOLE, AS SHOWN.

EXISTING STORM SEWER SYSTEM

RELOCATED SANITARY SEWER FOR EVENTS CENTER

CCC'S TOWN HILL LOFTS

FIELD VERIFY LOCATION OF EXISTING SNOWMAKING DRAIN LINE. INSTALL NEW MH TO RECEIVE NEW STORM DRAIN LINES

SEWER TO BE ABANDONED

CONNECT TO EXISTING STORM SEWER

TOWN OF JACKSON
SNOW KING SPORTS
& EVENTS CENTER

CONTRACTOR SHALL USE EXPLORATORY EXCAVATION TO DETERMINE BURY DEPTH OF EXISTING WATER LINE TO FEED SNOWMAKING FOR TOP OF SLED HILL

"KING TUBES" TUBE PARK CONVEYOR BELT

INSTALL JUNCTION FITTINGS AND ISOLATION VALVES ON EXISTING SNOW MAKING WATER LINES AND CONNECT PRESSURIZED SERVICE LINES FROM PROPOSED PUMP HOUSE

INSTALL 8"ø STORM WATER DRAIN LINE AS SHOWN

SNOW KING MOUNTAIN
RESORT, LLC

SNOW MAKING WATERLINES TO BE INSTALLED

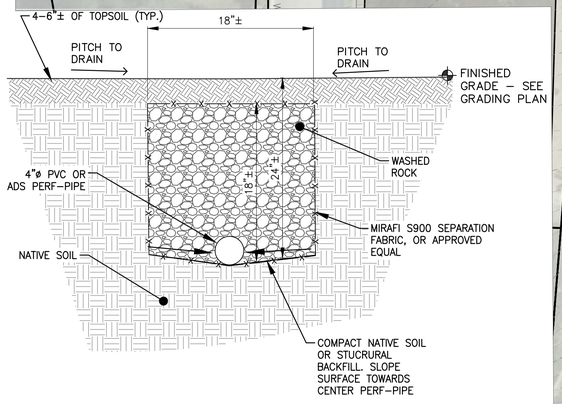
NEW SNOW MAKING PUMP STATION

ENTER WATER SERVICE LOOP TO PUMP HOUSE, AND EXIT (2) HIGH PRESSURE WATER LINES FOR SNOW MAKING SUPPLY LINES (REQUESTED FLOW RATE OF 2500 GPM). ENTER BURIED POWER, AND EXIT STORMWATER DRAIN LINE.

INSTALL NEW POWER VAULT HERE AND NEW BURIED POWER SERVICE TO PROPOSED PUMP HOUSE. TRENCH BURIED POWER UPHILL TO INTERCEPT EXISTING CONDUIT SERVICING MIDWAY STATION.

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

0+00
1+00
2+00
3+00
4+00



1 / C4.0 FRENCH DRAIN DETAIL
SCALE: N.T.S.

0 30 60

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

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

DRAWING TITLE: UTILITY PLAN OVERVIEW

JOB TITLE: SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO: C4.0

JOB NO: 19-282-01

S:\Proj\2019\282-01 (Snow King Summit Gondola Improvements)\14 Drawings\Civil\DESIGN\UTILITY.dwg (UTILITY PLAN OVERVIEW) - Mar 31 2020 04:05:22 pm PLOTTED BY: kristen DWG FORMAT: 23.0

S:\Proj\2019\262-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\SSGN-ZIPLINE.dwg (ZIPLINE OVERVIEW) - Apr 28 2020 12:06:15 pm PLOTTED BY: green DWG FORMAT: 23.0

0
100
200

N

DRAWING NO: C5.0	JOB TITLE: SNOW KING MOUNTAIN RESORT 2020 IMPROVEMENTS JACKSON, WYOMING	DRAWING TITLE: ZIPLINE SITE PLAN	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE: 3/31/2020	REV. 4/28/2020
JOB NO: 19-262-01				SURVEYED: NE	
				ENGINEERED:	
				DRAWN: NB	
				CHECKED: DD	
				APPROVED: DD	

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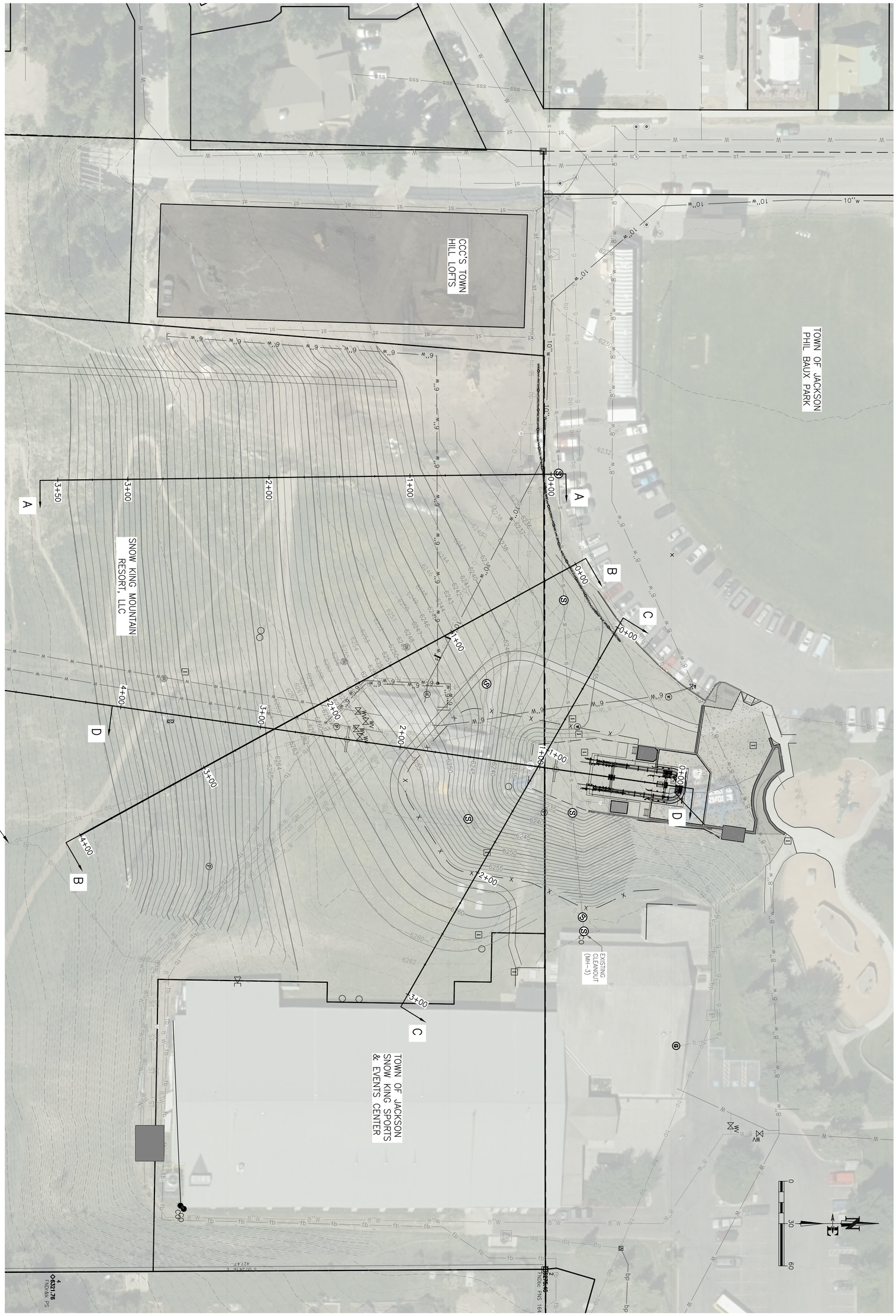

DRAWING NO	JOB TITLE	DRAWING TITLE				
C6.0	SNOW KING MOUNTAIN RESORT	BASE STATION EARTHWORK OVERVIEW	NELSON ENGINEERING	DATE	3/31/2020	REV.
JOB NO	2020 IMPROVEMENTS	PLAN VIEW	P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	SURVEYED	NE	
19-262-01	JACKSON, WYOMING			ENGINEERED		
				DRAWN	NB	
				CHECKED	DD	
				APPROVED	DD	

GONDOLA BASE EARTHWORK SUMMARY:

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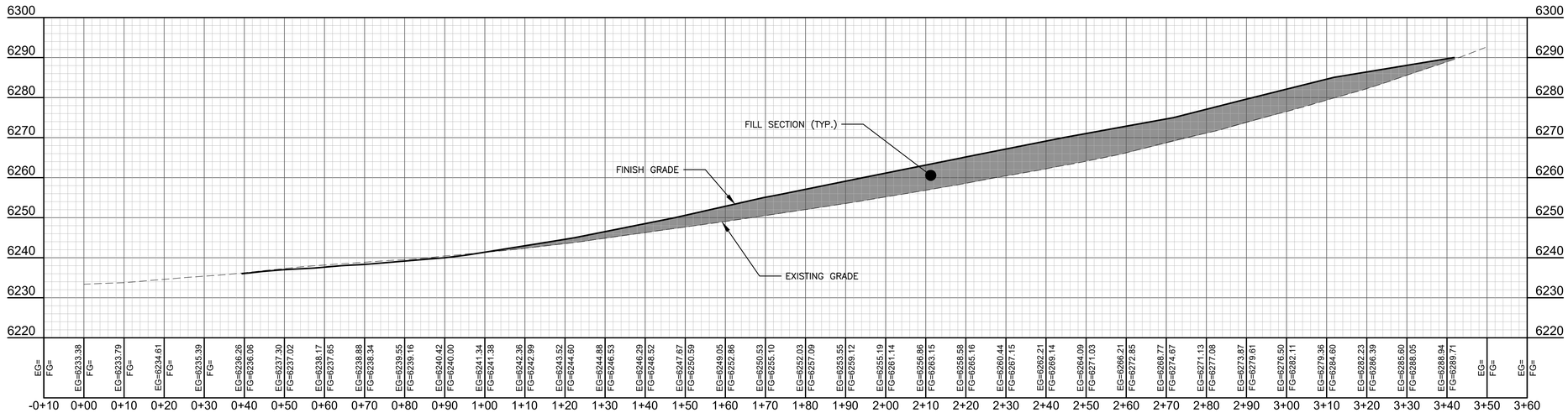
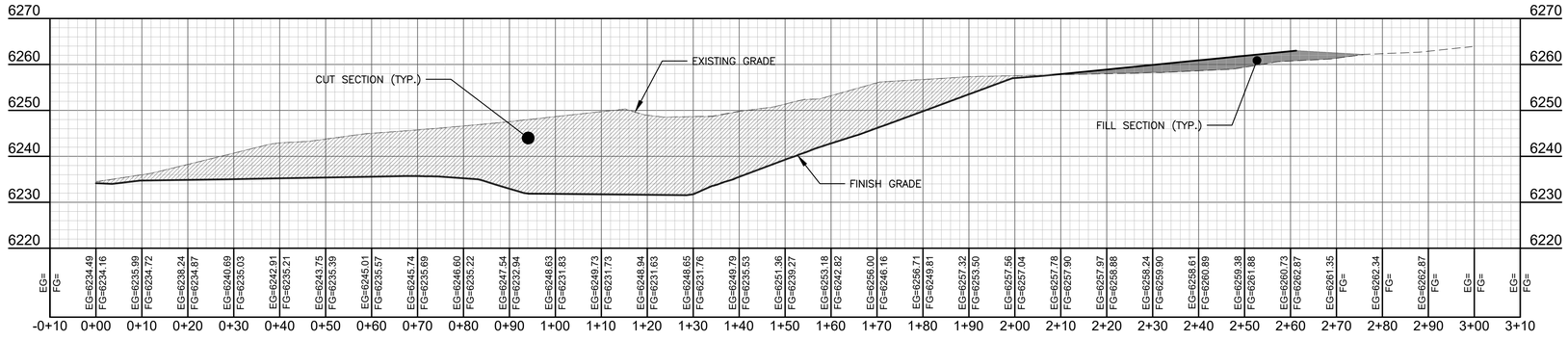
FILL: 8385 CY
NET: 773 CY (CUT)



EARTHWORKS SECTION 1 PROFILE



EARTHWORK SECTION 2 PROFILE B-B

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

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

DRAWING TITLE
BASE STATION EARTHWORK
SECTION VIEWS: 1 OF 2

JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO C8.1

JOB NO 19-282-01

S:\Proj\2019\282-01 (Snow King Summit Gondola Improvements)\14 Drawings\Civil\DSGN-UTILITY.dwg (EARTHWORK & BASE SECTIONS) - Mar 31 2020 03:32:23 pm PLOTTED BY bates DWG FORMAT: 23.0

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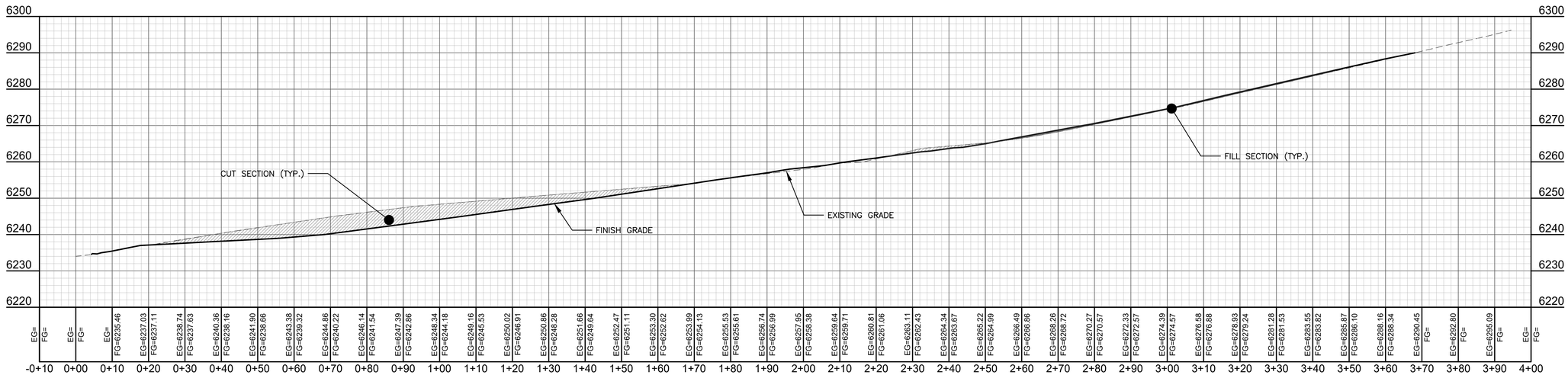
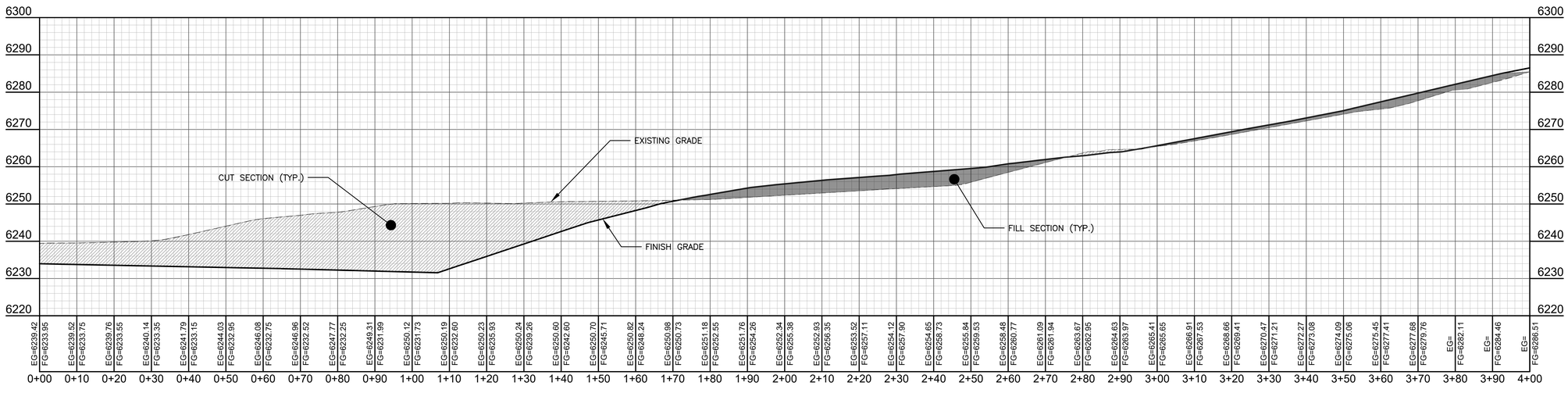
FILL: 8385 CY
NET: 773 CY (CUT)



EARTHWORK SECTION 3 PROFILE C-C



GONDOLA CENTERLINE PROFILE D-D

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

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

DRAWING TITLE
BASE STATION EARTHWORK
SECTION VIEWS: 2 OF 2

JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO C6.2

JOB NO 19-262-01

S:\Proj\2019\262-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\BSGN-UTILITY.dwg (EARTHWORK & BASE SECTIONS (2)) - Mar 31 2020 02:44:5 pm PLOTTED BY: bates DWG FORMAT: 23.0

TOWN OF JACKSON
PHIL BAUX PARK

CCC'S TOWN
HILL LOFTS

SNOW KING MOUNTAIN
RESORT, LLC

TOWN OF JACKSON
SNOW KING SPORTS
& EVENTS CENTER

EXISTING
CLEANOUT
(MH-3)

A
B
C
D

0+00
1+00
2+00
3+00
4+00
3+50

0 30 60

N

LEGEND
CUT AREA
FILL AREA

CUT/FILLS TABLE

Number	Minimum Elevation	Maximum Elevation	Color
1	−18.762	−15.000	
2	−15.000	−10.000	
3	−10.000	−5.000	
4	−5.000	0.000	
5	0.000	5.000	
6	5.000	7.541	

DATE	4/28/2020	REV.
SURVEYED	NE	
ENGINEERED		
DRAWN	NB	
CHECKED	DD	
APPROVED	DD	

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

DRAWING TITLE
BASE STATION EARTHWORK OVERVIEW
PLAN VIEW

JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO
EXHIBIT A

JOB NO
19-262-01

S:\Pro\2019\262-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\EXHIBIT-GONDOLA BASE.dwg (EARTHWORK @ BASE PLAN) - Apr 28 2020 12:31:44 pm PLOTTED BY: green DWG FORMAT 230

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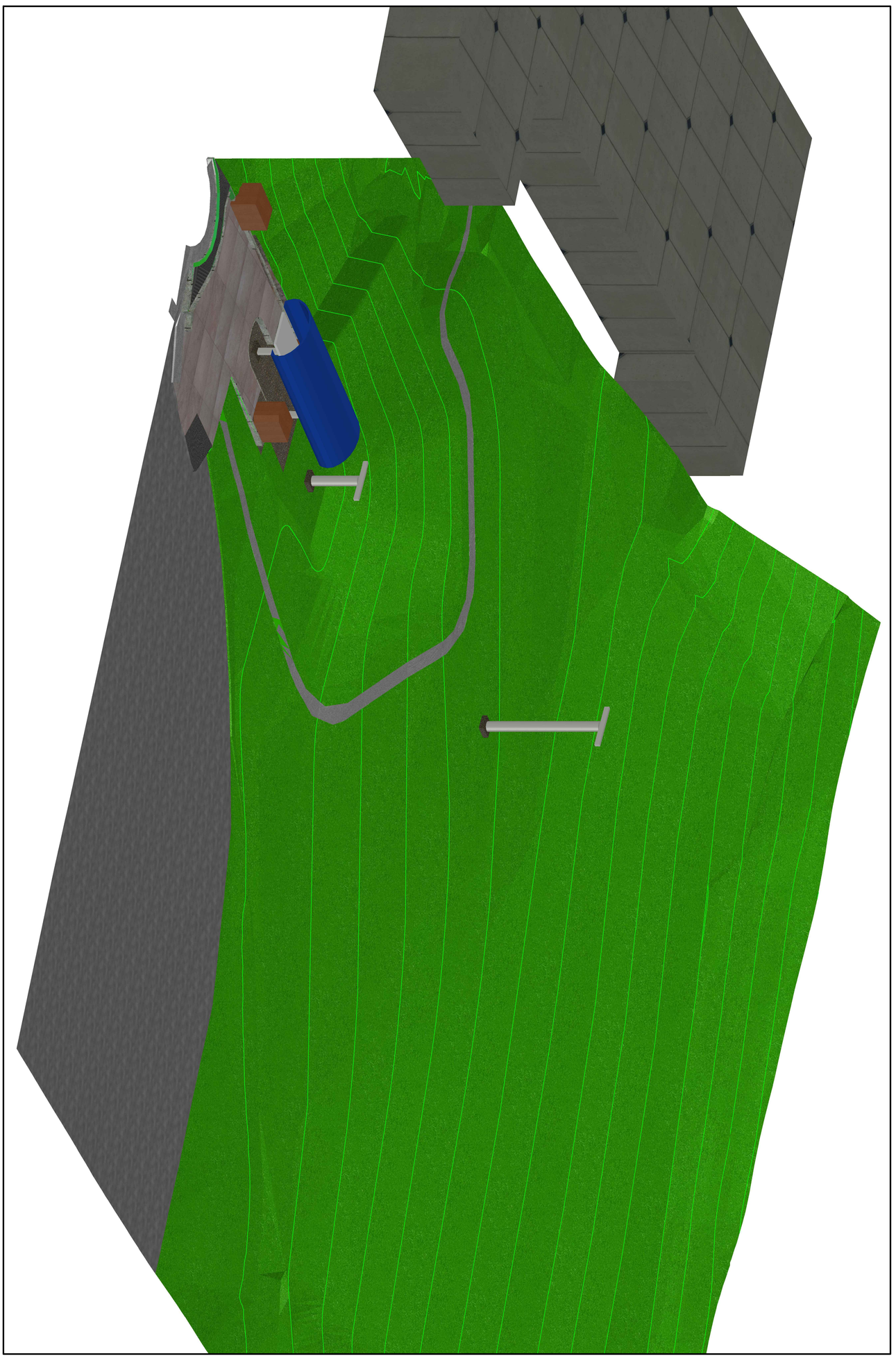
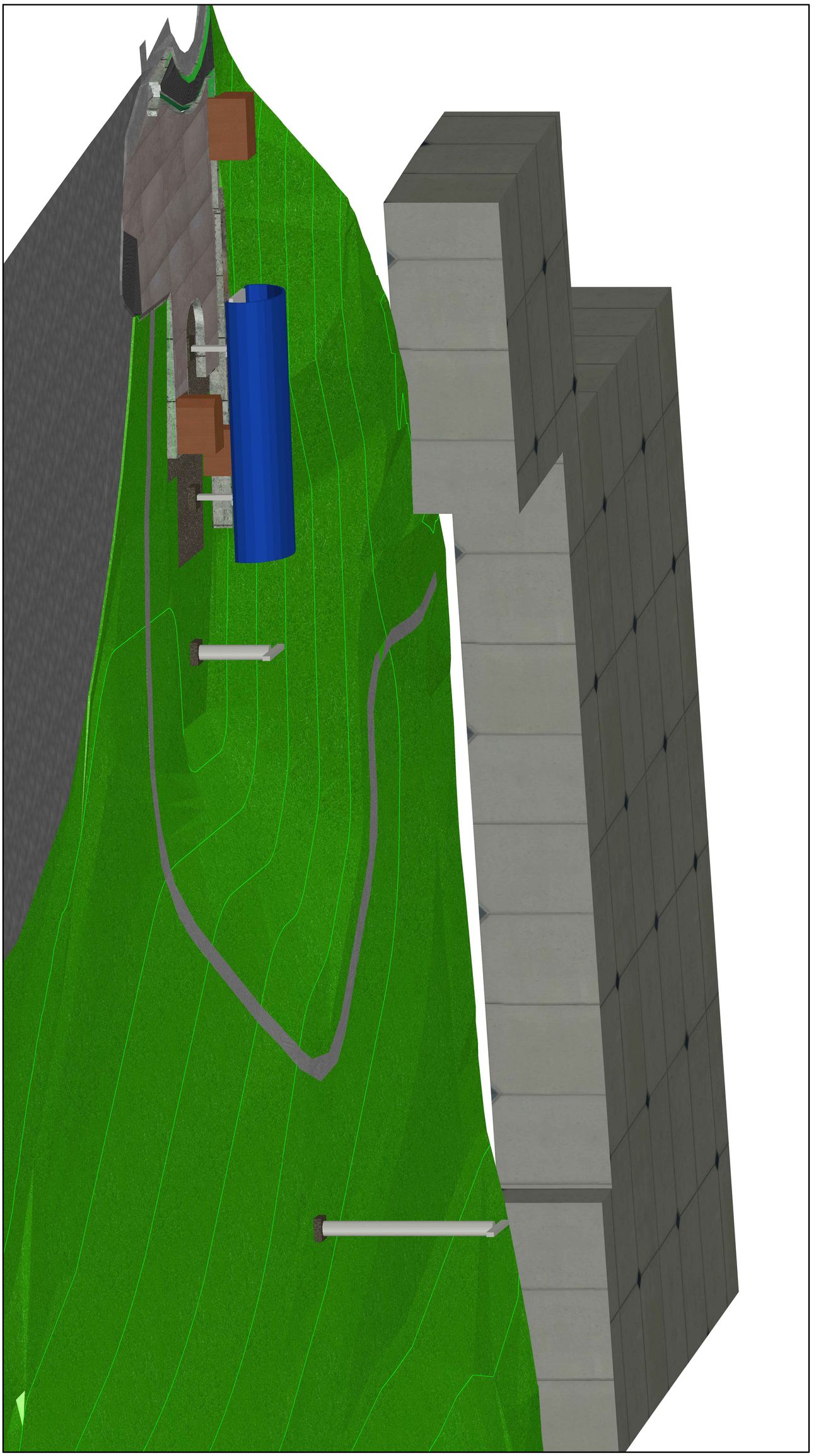


DRAWING NO **EXHIBIT B** JOB NO **19-262-01**	JOB TITLE SNOW KING MOUNTAIN RESORT 2020 IMPROVEMENTS JACKSON, WYOMING	DRAWING TITLE **GONDOLA BASE STATION SE VIEW**	**NELSON ENGINEERING** P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE SURVEYED ENGINEERED DRAWN CHECKED APPROVED	4/28/2020 NE NB DD DD	REV.

S:\Proj\2019\262-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\X- RENDER-GONDOLA-BASE.dwg (Rendering1) - Apr 28 2020 01:31:55 pm PLOTTED BY: green DWG FORMAT: 23.0



DRAWING NO EXHIBIT C JOB NO 19-262-01	JOB TITLE SNOW KING MOUNTAIN RESORT 2020 IMPROVEMENTS JACKSON, WYOMING	DRAWING TITLE GONDOLA BASE STATION EAST VIEW	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE	4/28/2020	REV.
				SURVEYED	NE	
				ENGINEERED		
				DRAWN	NB	
				CHECKED	DD	
				APPROVED	DD	

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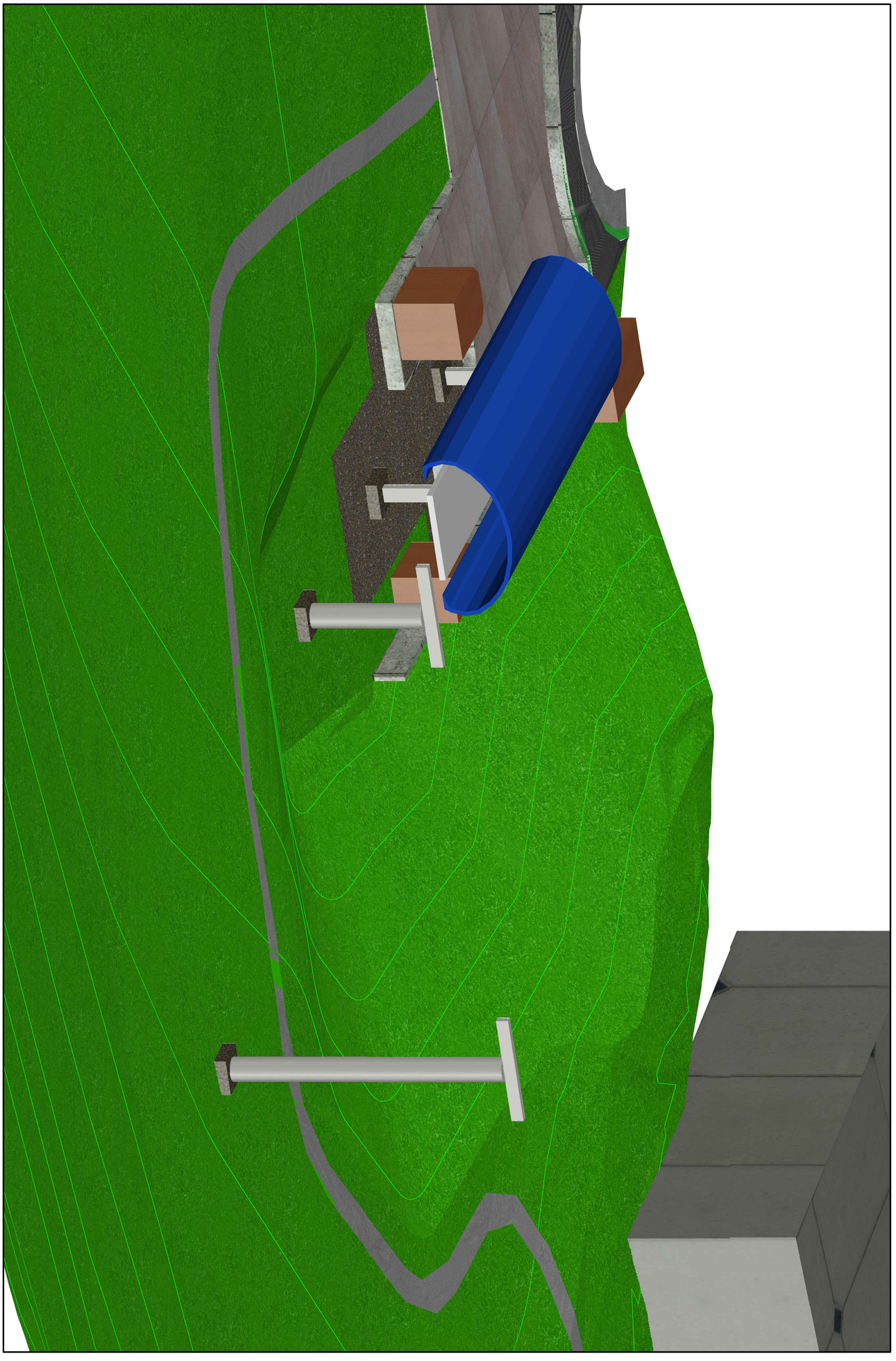


DRAWING NO: EXHIBIT D	JOB TITLE: SNOW KING MOUNTAIN RESORT 2020 IMPROVEMENTS JACKSON, WYOMING	DRAWING TITLE: GONDOLA BASE STATION NORTHEAST VIEW	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE	4/28/2020	REV.
JOB NO: 19-262-01				SURVEYED	NE	
				ENGINEERED		
				DRAWN	NB	
				CHECKED	DD	
				APPROVED	DD	

NELSON ENGINEERING since 1964
Professional Engineers & Land Surveyors
JACKSON, WY • BUFFALO, WY WWW.NELSONENGINEERING.NET

April 10, 2020 DD/19-262-01

Town of Jackson Planning and Public Works
Jackson, WY

ATTN: Tyler Sinclair & Brian Lenz
Re: Snow King Gondola CUP – Supplemental Information regarding Water Supplies

Dear Tyler and Brian:

This letter is to provide further information in regards to the water supply information originally submitted with the CUP for the Snow King Gondola and Zip Line Project.

The original submitted information included the following:

As part of the relocation of the snowmaking pump station, an 8 inch waterline loop is proposed to be installed in order to increase snow making capacity. Modeling results of the addition of this 8 inch loop to the Town's water system indicates that installation of the waterline loop can increase snow making capacity from the current 600 gallons per minute to up to 2400 gallons per minute. Modeling results indicate that snow making demands of 2400 gallons per minute at the new pump station location will result in a 20 psi delivery pressure at the pump house while also providing maximum day demands elsewhere in the zone at no less than 45 psi. The proposed waterline loop will extend along the east and south side of the Snow King Event Center, where it serves the pump station on the south side, and completes the loop on the west side of the events center and connects back to the 8 inch main near the current connection of the existing 6 inch service. All water use, including snow making and irrigation, on the proposed loop will be metered.

To supplement and provide greater understanding about Snow King's intent with the information submitted, please consider the following:

Snow King's operation relies heavily on snowmaking. Natural snowfall has historically been insufficient, particularly in early season, to enable the Resort to provide skiing services without supplemental snow via snow making. Early season skiing at Snow King is important for not only Snow King's business and is also critical to the Jackson Hole Ski Club and local ski programs, but it also provides additional benefit to other business in the community by attracting other skiers and ski teams that desire a location for early season training. That said, it is Snow King's desire to improve their snow making capacity by increasing water supply. More water means more snow (as long as weather is cold enough). And more water enables snow to be put down on the ground faster.

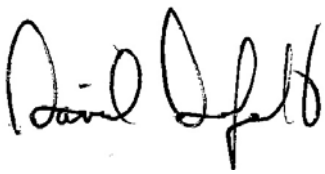
It should be understood that snow making at Snow King essentially occurs for approximately 6 weeks and typically occurs from mid-October to the end of December when temperatures are suitably cold for productive snow making. It should also be understood that this period of snow

making is outside of the peak water demand season for the Town of Jackson (late spring, summer, and early fall, when locals are using water for irrigation and when the Town population is at its peak with tourists and second homeowners). Because snow making is occurring off the seasonal peak, and also often at night when domestic demands are also low, the Town's system's capacity is capable to provide Snow King with additional water flow for snow making beyond the 600 gpm currently supplied.

The addition of a new 8-inch water main, and potential loop around the ice rink, with the waterline is proposed under the CUP. It is a necessity to move the existing pump station in order to install the gondola as currently proposed. Installing a larger capacity service line while relocating the pump station is proposed in order to allow for more snow making capacity within the water service. The preliminary water modeling results, attached, can be further evaluated with Town Engineering and Water Department to better understand the capacity of the Town's system to provide additional supply. This further analysis should include not only calibration of the piping network's hydraulics, but also the demands within the zone that coincide with the time that snow making is occurring. Although the information within the CUP indicates that flows for snow making may be acceptable up to 2400 gpm, it is understood that the proposed new pump station, water supply piping, and metering will ultimately be designed, following CUP approval, to be within an acceptable supply range that the Town water distribution can accommodate while also, of course, meeting all other demands on the system including fire flows.

Finally, it should be noted that Nelson Engineering and Snow King have evaluated other alternatives to provide additional snow making water supply. The alternatives evaluated include drilling a well at the base of Snow King;, re-use of the Town thaw well in Karns Meadow and re-implementation of the previously installed dedicated snow making transmission pipeline from Karns to Snow king; and even the possibility of a new well for snow making supply in Leeks Canyon on the south side of Snow King. These evaluations concluded that Snow King is best served, at least at present, by asking the Town to provide additional water supply, potentially up to 2400 gpm. However, at this time, Snow King simply is asking for the CUP to be approved with concurrence by the Town that additional supplies can be provided, with the flow rate of the additional supply be determined and approved with Town Engineering and Water Department concurrence during the construction permit process.

Please let me know if you have any questions.
Sincerely,



Dave Dufault, PE
Senior Project Manager

Encl.
cc. Ryan Stanley

Scenario	2020 Snow King
Max Month	Average August Flows
Flow Demand	800 gpm

ID	Label	Elevation (ft)	Zone	Demand Collection	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
1230	J-382	6,280.00	<None>	<Collection: 0 items>	(N/A)	(N/A)	(N/A)
385	J-65	6,280.00	157: Central	<Collection: 0 items>	0.6	6,373.00	40.2
521	J-340	6,272.00	158: West	<Collection: 0 items>	1.59	6,369.40	42.1
384	J-66	6,275.00	157: Central	<Collection: 0 items>	6.23	6,372.50	42.2
383	J-67	6,274.00	157: Central	<Collection: 0 items>	8.22	6,372.20	42.5
477	J-166	6,265.00	157: Central	<Collection: 0 items>	0.67	6,368.70	44.9
353	J-102	6,265.00	157: Central	<Collection: 0 items>	4.73	6,370.90	45.8
378	J-73	6,264.00	157: Central	<Collection: 0 items>	9.39	6,371.60	46.6
229	J-106	6,438.00	160: Pine	<Collection: 0 items>	5.73	6,548.90	48
386	J-64	6,261.00	157: Central	<Collection: 0 items>	12.25	6,372.00	48

Scenario	2020 Snow King (to new pump house 8" line)
Max Month	Average August Flows
Flow Demand	1500 gpm
Pump House Elevation	6280

ID	Label	Elevation (ft)	Zone	Demand Collection	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
1230	J-382	6,280.00	<None>	<Collection: 1 item>	1,500.00	6,330.70	21.9
521	J-340	6,272.00	158: West	<Collection: 0 items>	1.59	6,364.60	40.1
385	J-65	6,280.00	157: Central	<Collection: 0 items>	0.6	6,372.80	40.1
384	J-66	6,275.00	157: Central	<Collection: 0 items>	6.23	6,371.90	41.9
477	J-166	6,265.00	157: Central	<Collection: 0 items>	0.67	6,362.40	42.1
383	J-67	6,274.00	157: Central	<Collection: 0 items>	8.22	6,371.60	42.2
353	J-102	6,265.00	157: Central	<Collection: 0 items>	4.73	6,368.60	44.8
378	J-73	6,264.00	157: Central	<Collection: 0 items>	9.39	6,370.70	46.1
229	J-106	6,438.00	160: Pine	<Collection: 0 items>	5.73	6,546.00	46.7

Scenario	2020 Snow King (to new pump house 12" line)
Max Month	Average August Flows
Flow Demand	2500 gpm
Pump House Elevation	6280

ID	Label	Elevation (ft)	Zone	Demand Collection	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
1230	J-382	6,280.00	<None>	<Collection: 1 item>	2,500.00	6,325.90	19.8
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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
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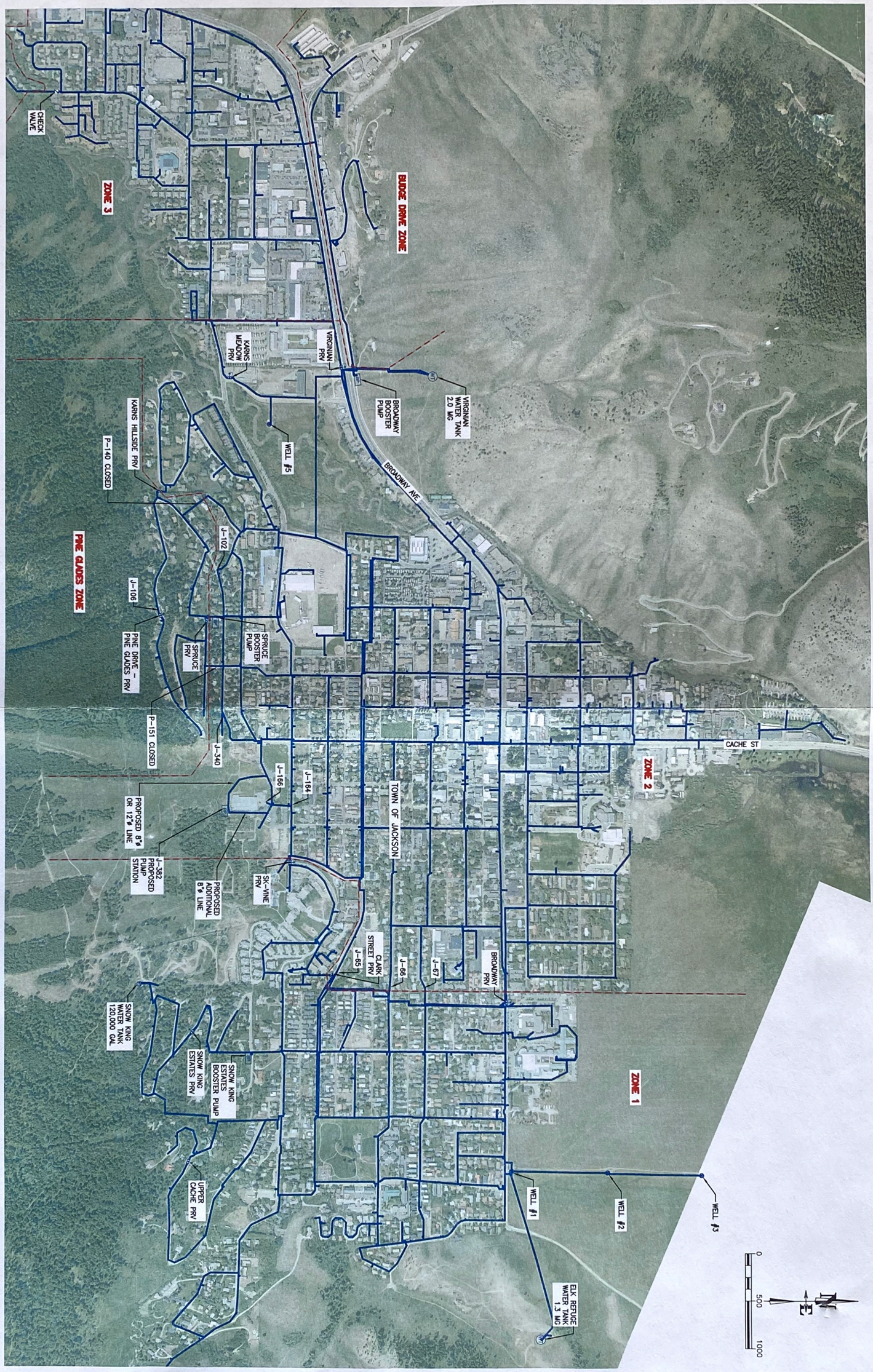
521	J-340	6,272.00	158: West	<Collection: 0 items>	1.59	6,356.50	36.6
385	J-65	6,280.00	157: Central	<Collection: 0 items>	0.6	6,372.40	40
384	J-66	6,275.00	157: Central	<Collection: 0 items>	6.23	6,371.10	41.6
383	J-67	6,274.00	157: Central	<Collection: 0 items>	8.22	6,370.60	41.8
476	J-164	6,245.00	157: Central	<Collection: 0 items>	0	6,344.00	42.8
353	J-102	6,265.00	157: Central	<Collection: 0 items>	4.73	6,365.20	43.3
229	J-106	6,438.00	160: Pine	<Collection: 0 items>	5.73	6,541.60	44.8

Key notes:
Pine Glades High Pressure System
P-140 Closed
P-151 Closed

S:\Proj\2019\336-01 (Town of Jackson - 2019 Water and Sewer Comprehensive Capacity - Civil\4 Drawings\Civil\Water Base\Mapping (Snow King Exhibit) - Mar 06 2020 10:52:27 am PLOTTED BY: alison SVG FORMAT: 23.0



DRAWING NO: EX. A	JOB TITLE: SNOW KING IMPROVEMENTS SNOW KING MOUNTAIN RESORT JACKSON, WYOMING	DRAWING TITLE: EXHIBIT A	**NELSON ENGINEERING** P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE / SURVEYED / ENGINEERED / DRAWN / CHECKED / APPROVED — REV.
JOB NO: 19-262-01				

May 22, 2020

Ryan Stanley
Vice President
Snow King Mountain Resort
Jackson, WY 83001

Tyler Sinclair
Town of Jackson Community Development Director
PO Box 1687
Jackson, WY 83001

RE: Gondola & Zip-Line CUP Additional Information for Planning Commission

Dear Tyler,

This letter seeks to provide additional information in response to questions raised at the May 6th planning commission meeting with respect to a draft operating plan, excerpts from the Snow King Draft Environmental Impact Statement (EIS), locations of proposed zip-lines on USFS Land, further information on the Cougar lift, and additional engineering information.

Attached with this letter is a draft operating plan that incorporates elements discussed at the planning commission meeting and included in the Conditional Use Permit application submission. This draft operating plan incorporates a number of noise and visual mitigation elements that were discussed with the planning commission including limits on operating hours to accommodate the cemetery, design considerations for the zip-line to have trolleys with coated wheels to minimize noise when travelling on the cable, a catchment system for the zip-line that minimizes noise, visual screening of activities on the eastern boundary of the resort, location of the drive terminal of the new gondola at the top of the mountain to minimize noise at the base area, a guest code of conduct, and design considerations for a new building at the top of the mountain that will minimize visual impacts from operations at night to serve the proposed observatory.

A summary of environmental impacts associated with each alternative in the Snow King Draft EIS is attached in addition to a map that shows the proposed projects associated with this EIS, including zip-lines. This summary provides a quick view of the in-depth environmental analysis found in the complete Draft EIS document which is available online at the Bridger Teton National Forest website.

It has become clear that the preferred outcome for race training as part of this proposal is to relocate the base of the Cougar lift approximately 250 feet up the hill. Snow King Mountain and the Jackson Hole Ski and Snowboard club are working together to make this change associated with the installation of the gondola.

The 2018 Resort District Master Plan review which initially included a proposal to relocate the gondola at street level in the existing parking lot of Phil Baux Park would have been the most cost-effective design for the resort to preserve the Cougar lift, minimize grading expenses at the base of the mountain, while maintaining the maximum

amount of green open space at the base of the mountain. However, this location for the gondola was ultimately not approved as part of the Town review process. The next best location for the gondola was approved as part of the 2020 Resort District Master Plan proposal where the Cougar lift currently sits. As this change was detrimental to the operations of the Ski and Snowboard Club, a surface lift on the west side of the resort was considered as an alternative alongside relocation of the Cougar lift. Ultimately, preservation of the Cougar lift was deemed the best option by the Ski and Snowboard Club.

While this outcome has changed the project design and cost substantially, Snow King Mountain is willing to support this relocation of the Cougar lift as a positive solution for both the Ski and Snowboard Club as well as the community. The relocation of the Cougar lift has a number of benefits including the elimination of the 40ft tower number 4, preservation of access to the mid-mountain, and easy access for race training immediately outside the Lodge Room and Ski and Snowboard Club offices. The primary downside of this option is simply the additional cost, as it would have limited impact to a future building expansion to the west of the ice rink, and it retains a relatively wide-open space at the base of the mountain. The relocation of the Cougar lift would be undertaken at the same time as the installation of a new gondola.

To address comments from the Town Engineer, attached with this letter is a map showing the full length of the gondola and proposed new access road. Please recognize that the USFS has not made a determination on the final road alignment shown on this map. Also attached is a heatmap showing grading limits and the magnitude of cuts and fills. Where documented access is not provided to or around the event center or gondola, easements granting the Town access, including for vehicles and equipment, will be provided in conjunction with the building or grading permits for the Gondola. Prior to presenting to Town Council for approval, a map will be provided showing all the easements and agreements for the impacted properties and references to their relevant documents and a visual impact analysis that shows the entire length of the gondola will be provided.

Sincerely,

Ryan Stanley

Snow King Mountain Resort - Town of Jackson Operating Plan

As designated in the Teton County Comprehensive Plan, Snow King Resorts location within the Town Commercial Core Zone sits within the "economic hub of Teton County." The future goal of the Comprehensive Plan for this zone is to "create a vibrant pedestrian-oriented mixed-use district with a variety of non-residential uses. A key component of achieving this goal will be to have visitors and residents visit the area more often and stay longer by increasing the availability of lodging and residential units and creating a vibrant Retail Shopping District." Specifically, with respect to Snow King Resort, the Comprehensive Plan seeks to "create a vibrant mixed-use resort complex, including a multi-faceted conference/convention center and community facility that contributes to the economy of Downtown and also serves as a permeable border between the Town and Snow King Mountain." Furthermore, the Comprehensive Plan states that "it will be important to create a more visible and attractive base area along Snow King Avenue to attract residents and visitors to the many amenities and recreational opportunities found there."

The 2020 Snow King Resort District Master Plan is an extension of the vision set forth in the Teton County Comprehensive Plan with a variety of lodging, commercial, residential, and recreational uses that will create a vibrant resort district and economic hub for Teton County. Snow King Resort recognizes that for these diverse uses to coexist in harmony and in close proximity, a broad set of guidelines must be established to ensure the impacts of one use do not substantially impact other uses. Furthermore, the Resort recognizes that certain uses may have impacts beyond the Resort District and Commercial Core Zone of the Comprehensive Plan. As such, Snow King Mountain Resort seeks to establish a clear operating plan with the Town of Jackson that seeks to strike a balance between recreational activities that may have impacts outside the Resort District, the goal of creating a vibrant economic and activity hub in the heart of Teton County, and the residential neighborhoods outside the Commercial Core Zone.

The following operating plan focuses primarily on the hours of operation for the various activities at Snow King Mountain in order to limit the impacts of these activities on the neighboring community. In addition to these limited hours of operation, which in the past have not existed, Snow King Mountain Resort seeks to establish a code of conduct for resort guests that will help to encourage respectful behavior, and to incorporate design elements into new facilities that will minimize outside impacts on the community. It must be noted that these limitations may have a negative impact on the economic success of Snow King Mountain in the future, and in some cases come at a very high cost to the business. Furthermore, in the 2020 Snow King Resort Master Plan, Snow King Mountain was required to operate a minimum number of hours during the winter months to guarantee the community access to skiing. Snow King Mountain seeks to do its part as a good neighbor while both achieving the vision of the Teton County Comprehensive Plan as a vibrant successful economic driver, while minimizing impacts on surrounding neighborhoods.

Hours of Operation

Generally, for Snow King Mountain to succeed with its business offerings, all activities need to be available to guests at the same time so that guests can experience the full range of activities as part of their visit, regardless of the time they choose to visit. Therefore, it can be expected that all activities may be open during the hours of operation listed below during both summer and winter.

Summer Hours of Operation:

Lifts and Activities:
(Mountain Coaster, Rafferty Zip-line, Alpine Slide, Miniature Golf, Maze, Bungee Trampoline, Summit Gondola and Rafferty Lift)

May 15 to June 14:	10:00am – 5:00pm
June 15 to August 15:	10:00am – 9:00pm
August 16 – October 16:	10:00am – 5:00pm

In the past, summer activities at Snow King have operated from 9:00am to after 9:00pm. The restricted operating hours above have been adopted in recent years to provide a quiet time in the morning for the neighboring Aspen Hill Cemetery. The hours of operation listed above will ensure a quiet time in the morning for cemetery visitors and burials into the future.

The dates listed above are approximate and intended to accommodate starting longer hours on a Saturday and ending longer hours on a Sunday.

Up to 5 days of one additional hour either later or earlier to accommodate special groups, gatherings, or events are requested as part of this operating plan. Snow King has proposed to shut down for pre-planned events at the Aspen Hill Cemetery for a similar number of days and time.

The Kings Grill will operate standard restaurant hours of operation during the summer months and close no later than 10:00pm for gatherings in the space.

At the time a new facility at the summit of the mountain is constructed, or at the time of completion of the proposed observatory at the summit, it is proposed that the gondola would operate without restriction until 10:00pm. After 10:00pm, the summit facilities would use blackout curtains or other means of blocking light to prevent light pollution from any buildings. Fully shielded red outdoor lights would be used for pedestrian safety to load and unload the gondola after 10:00pm to service the proposed observatory and restaurant at the summit. This situation would be used to mitigate both stargazing and any events or gatherings at a new restaurant facility. The gondola would operate as needed until 1:00am to serve stargazing gatherings at the summit and events at the restaurant. Ultimately, design elements of the building combined with operating plans to minimize light pollution would seek to create a

situation whereby any events or gatherings at night would be minimally visible from the Town below.

Winter Hours of Operation:

Lifts and Activities:
(Rafferty Lift, Cougar Lift, Magic Carpets, Summit Gondola, Tubing, Mountain Coaster)

November 1 – December 10:	9:00am – 6:30pm
December 11 – April 15:	9:00am – 9:00pm

Prior to the construction of a new gondola it is anticipated that night skiing lights would be turned off no later than 8:00pm following ski patrol sweep of the mountain. Following the construction of new facilities, night skiing hours may be extended with lights to be turned off no later than 10:00pm following ski patrol sweep of the mountain. Historically, night lighting has been in operation for night skiing until after 9:00pm. Typically, lights are left on for one hour following close to allow for the ski patrol to sweep the mountain in a safe lighted environment, and to have the opportunity to react in the event of an injured or lost skier.

At the time a new gathering facility at the summit of the mountain is constructed, or at the time of completion of the proposed observatory at the summit, it is proposed that the gondola would operate until 10:00pm to serve the restaurant. After 10:00pm, the summit facilities would use blackout curtains or other means of blocking light to prevent light pollution from any buildings. Fully shielded red outdoor lights would be used for pedestrian safety to load and unload the gondola after 10:00pm to service the proposed observatory at the summit. The gondola would operate as needed until 1:00am to serve stargazing gatherings at the summit observatory. In winter time it is not anticipated that stargazing will take place past 11:00pm at night; however, in the spring and fall months stargazing events would likely go later in the evening. With light mitigation measures in place this activity should have minimal impact upon dark skies or the visibility of activity at the top of the mountain.

During the winter months it is anticipated that snowmaking may occur starting as early as late October and lasting as late as January. With increased water capacity associated with the gondola improvement project it is anticipated that snowmaking will get done faster than in the past, minimizing the duration of impacts associated with this activity.

Snow King Mountain Code of Conduct

As part of this operating plan Snow King Mountain intends to develop a new code of conduct for visitors to convey an understanding of their place within the community and impacts associated with their visit. This code of conduct will incorporate environmental awareness, encourage limiting noise, and generally seek to incorporate existing community best practices for guests as an educational strategy to limit the impact of their visit. This code

of conduct will be incorporated into marketing materials, signage, and into advance communication with guests at the time of online activity booking. While it cannot be expected this tactic will eliminate spontaneous screams of joy from guests on certain activities, we hope it will provide guests a better understanding of their environment, the concerns of the community, and potentially reduce excessive noise associated with people having fun outdoors.

Design Considerations

A wide variety of design considerations will be incorporated into all future activities and facilities that seek to minimize visual and noise impact within and outside the resort district. Some of the design elements discussed with proposed projects to date are listed below; however, as new opportunities arise for mitigation as part of any new construction, they will be added to this list.

- Tree Planting along the eastern property border of Snow King Mountain private property to screen visual impacts and noise associated with activities in the Rafferty Center.
- Zip-lines will be designed to minimize noise through the purchase of trolleys designed to minimize noise travelling down the cable and through the purchase of a catchment system at the base that minimizes noise as riders come to a stop. A variety of trolley systems exist that make substantial noise and Snow King will work with the manufacturer to purchase the quietest possible version. Most large zip-lines use spring catchment systems that make substantial noise upon impact to stop riders coming into the platform. Snow King has worked with the manufacturer to obtain a catchment system that eliminates the spring system and uses a quiet mechanism for slowing and stopping riders.
- If possible, coated cable will be procured to additionally limit noise from trolleys travelling down the cable.
- Mature trees will be planted around the top and bottom stations of the zip-line to minimize visual impacts associated with the activity and help blend it into the natural environment.
- The gondola will be designed with a top drive (motor and drive system located at summit of the mountain) so that noise at the base area terminal will be minimized.
- Snowmaking water capacity will be increased so that snowmaking operations can be completed faster minimizing impacts associated with this critical component of winter operations.

Together the aforementioned hours of operation, code of conduct, and facility design considerations seek to balance the goal of creating a vibrant mixed-use resort district, as directed in the Teton County Comprehensive Plan, with the desire to minimize environmental impacts associated with the resort district. It is anticipated that this operating plan will be amended over time to reflect the changing nature of Snow King Resort and the community within Jackson Hole.

Table S-1. Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
Climate Change and Snow Quality				
Issue 1: How would climate change affect snow quantity and the viability of the proposed infrastructure and uses?	No change in snowmaking or summer recreation opportunities. Winter recreational use and the long-term viability of Snow King would remain vulnerable to the effects of climate change.	Snowmaking system coverage would increase by nearly 60%, and additional summer recreational opportunities would be provided. These changes would effectively offset the impact of reduced snowfall due to climate change on Snow King's winter recreational use and long-term viability.	Same as Alternative 2.	This alternative would be somewhat less effective in offsetting the impact of reduced snowfall on Snow King's winter recreational use and long-term viability. Snowmaking coverage would increase by less. The front-side mountain bike system would be shorter, and the back-side mountain bike zone would be eliminated.
Air Quality				
Issue 1: How would construction and use of the proposed infrastructure affect protected airsheds around the project area?	No notable change in Snow King's impact on visibility or particulate concentrations in Teton National Park or other area Class I airsheds.	A temporary increase in emissions and dust would occur during construction due to grading and excavation. Glading would increase by 32.7 acres, with associated slash burning. With the design criteria identified through this analysis in place, Alternative 2 is unlikely to have a discernible effect on visibility or particulate concentrations in Grand Teton National Park or other Class I airsheds in the area.	Same as Alternative 2 but with 154.2 acres of additional thinning and associated slash burning. However: there is a wide margin between current visibility and particulate ratings; slash burning is a minor contributor of particulates; burning would comply with Wyoming Air Quality Division Smoke Management Program requirements; and burning would take place in late fall, when air quality is good. Based on these considerations, slash	Grading and excavation would decrease by 11.1 acres relative to Alternative 3, and glading would increase by 3.8 acres. These minor changes would not alter the conclusion drawn under Alternative 3.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
			burning could be increased substantially without causing a poor visibility rating in the Park or exceeding Wyoming or national particulate standards in Class I airsheds.	
Issue 2: How would the proposed increase in snowmaking system coverage affect the "snowmaking cloud" that impacts the neighborhood around the base area?	No change from current snowmaking practices. The frequency and duration of snow cloud formation would remain unchanged.	Some increase in the frequency and duration of snowmaking cloud formation would result from increased water use. However, most of the increase in snowmaking coverage would be at higher elevations where wind would dissipate the cloud or on the back side where the cloud would not affect Jackson.	Same as Alternative 2.	Same as Alternatives 2 and 3. Minor changes in the location of snowmaking system additions would not alter the conclusion draw under Alternative 2.
Water, Soils, and Watershed				
Issue 1: How would the proposed increase in snowmaking and clearing of ski runs affect surface runoff, and groundwater recharge?	No change from current conditions in terms of snowmaking or run clearing. Surface runoff currently does not leave the ski area boundary but infiltrates to groundwater.	Snowmaking system coverage would increase by over 160% and cleared ski terrain would increase by nearly 90%. Snowmaking system coverage would not necessarily correspond to a proportional increase in water. Any change in snowmelt runoff, infiltration, and groundwater recharge would remain within the current range of variability in volumes and rates.	Same as Alternative 2.	Slightly less snowmaking system coverage would be added (11.4 acres less than Alternatives 2 and 3), and minor changes in run clearing would occur. These changes would not alter the conclusion drawn under Alternative 2.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
Issue 2: How would the ground disturbance associated with construction and use of the proposed infrastructure affect soil erosion and slope stability?	No change from current infrastructure. Erosion would continue at existing rates, and conditions that influence soil erosion and slope stability would remain unchanged.	Temporary erosion and stability impacts could occur during and immediately following construction within the 144.5-acre disturbance area. Of the 31 separate project elements, 13 would have a high erosion/sedimentation risk rating before BMPs were applied, and 13 would have a moderate risk rating. With BMPs in place, risk ratings for all project elements would fall to low, and no measurable long-term change in erosion, sediment transport, or slope stability would result.	Disturbance area would increase by up to 154 acres, due primarily to forest stand thinning. Of 32 project elements, up to 15 would have high risk ratings before BMPs were applied, and up to 14 would have moderate ratings. These changes would not alter the conclusion drawn under Alternative 2.	Disturbance acreage would decrease by 5.9 acres relative to Alternative 3, but there would be no change in project element risk ratings. These changes would not alter the conclusion drawn under Alternative 2.
Issue 3: How would construction and use of the proposed infrastructure affect impaired water bodies in the area?	No change from current water quality conditions in Cache Creek or Flat Creek would occur.	Construction activities would result in disturbance and short-term opportunities for erosion and surface runoff. Due to the distance between proposed disturbance and creek channels, the BMPs that would be in place, and the naturally high filtration rates, no long-term or short-term impacts on water quality in Cache Creek or Flat Creek would occur.	Same as Alternative 2. Alteration of disturbance acreage would not affect the conclusion drawn under Alternative 2. See Issue 2 above.	Same as Alternatives 2 and 3. Alteration of disturbance acreage would not affect the conclusion drawn under Alternative 2. See Issue 2 above.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
Vegetation				
Issue 1: How would construction and use of the proposed infrastructure affect the introduction and spread of noxious weeds?	No change from current noxious weed conditions. Seventeen noxious weed species have been reported within or adjacent to the ski area boundary. The ski area would continue to treat existing and new weed infestations, consistent with the terms of their vegetation management plan.	This alternative would result in 80.4 acres of glading and clearing, with limited potential to increase weed introduction or spread, and 64.1 acres of grading and excavation, with higher potential to create conditions favorable to weeds due to high levels of soil disturbance and equipment operation. Recreational use during the spring, summer, and fall months would increase, potentially expanding this vector for the spread of weeds. Implementation of the integrated weed management program identified as a design criterion in this analysis should preclude any substantial increase in weed introduction and spread.	Glading and clearing acreage would increase by up to 154.6 acres due mostly to stand thinning, and grading and excavation would decrease by up to 0.6 acre. Increased efforts to obliterate unnecessary roads and trails would help concentrate increased recreational use on established routes. These changes would not alter the conclusion drawn under Alternative 2.	Gladed and cleared acreage would increase by 4.2 acres relative to Alternative 3, but grading and excavation would decrease by 10.1 acres, reducing the risk of spreading noxious weeds compared to Alternative 3. Decreasing the extent of front-side bike trails and eliminating the back-side mountain bike zone would substantially reduce the potential for weed introduction and spread through recreational use. Overall, relative to Alternatives 2 and 3, this alternative would have the least potential for the introduction and spread of noxious weeds.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
Wildlife				
Issue 1: How would construction and use of the proposed infrastructure affect special-status wildlife species?	Since there would be no change from current habitat and disturbance conditions under this alternative, there would be no change in Snow King's effect on threatened and endangered species, Forest Service sensitive species, migratory birds, or specialized habitats.	Alternative 2: - Has the potential to negatively impact Canada lynx habitat but is consistent with the *Northern Rockies Lynx Management Direction* and its amendment to the Forest Plan. - Would have no impact on the grizzly bear, wolverine, bald eagle and peregrine falcon. - May impact individuals but is not likely to result in a measurable impact on bighorn sheep population numbers. - May impact individuals but is not likely to cause a trend toward federal listing or loss of viability for: fisher, spotted bat, Townsend's western big-eared bat, boreal owl, flammulated owl, great gray owl, northern goshawk, and three-toed woodpecker. - May impact migratory birds but not substantially given design criteria and the large amount of alternative habitat available.	Relative to Alternative 2: - Disturbance of lynx habitat would increase but the determination would remain the same. - The amount of forested habitat impacted would increase, but the determinations for the fisher, boreal owl, flammulated owl, great grey owl, and northern goshawk would remain the same. - Impacts on bighorn sheep, spotted bat, Townsend's western big-eared bat, bald eagle, peregrine falcon, three-toed woodpecker, and migratory birds would be the same.	Relative to Alternative 3: - Disturbance of lynx habitat would increase slightly, but the determination would remain the same. - The amount of forested habitat impacted would increase, but the determinations for the Fisher, boreal owl, flammulated owl, great grey owl, and northern goshawk would remain the same. - Impacts on migratory birds would be the same.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
Issue 2: How would construction and use of the proposed infrastructure affect elk or mule deer winter use?	No change from current elk or mule deer winter habitat conditions would occur, as there would be no back-side development.	No designated winter or parturition range for elk or mule deer would be directly affected, with exception of the lightly used northeast corner of the permit area on the front side. Localized displacement of elk and mule deer in and around the project area due to disturbance from expanded recreation would occur but would not result in a measurable impact on population numbers due to the abundant surrounding habitat, relatively low levels of habitat loss, and low level of current use in both the ski area permit boundary and its zone of visual influence.	Shifting the southern boundary of the western boundary adjustment up to the ridgeline above Leeks Canyon would provide minor benefit to wintering, but the conclusion drawn for Alternative 2 would remain the same.	The changes in infrastructural development and use under this alternative would not alter the effects on winter elk and deer use described under Alternative 2.
Cultural				
Issue 1: How would construction and use of the proposed infrastructure affect Snow King's historic landscape?	The remaining resources contributing to the eligibility of Snow King's historic landscape would be unaffected.	Fourteen of the 15 remaining contributing resources would be adversely affected: the 12 historic ski runs by modification and/or alteration of their visual signature through construction of intermingled new runs, and the Panorama House and unloading platform/observation deck by removal. The CCC Summit Shelter would not be affected. Consultation under Section 106 of the Historic Preservation Act will result in mitigation	Impacts on contributing resources would be the same, but Snow King would develop an interpretive program focusing on the history of the ski area to offset these effects.	Most of the proposed new ski runs in and adjacent to the historic landscape would be eliminated to protect the visual integrity of the 12 historic ski runs. Impacts on the other contributing resources would be the same as under Alternative 3.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
		measures to address these impacts.		
Issue 2: How would construction and use of the proposed infrastructure affect Traditional Cultural Places or other Native American tribal resources?	No change from current effects on Native American concerns would occur.	Tribal consultation identified no Native American concerns, and no significant Native American sites have been identified within the project area. As a result, no impacts on this resource are anticipated under this alternative. Design criteria would protect any undiscovered heritage resources or sites encountered during construction.	Same as Alternative 2.	Same as Alternatives 2 and 3.
Land Use				
Issue 1: How would construction and use of the proposed infrastructure affect grazing?	No back-side development would occur, so impact on the Leeks Canyon grazing allotment would not change and utilization rates would be unchanged.	A minor reduction in forage availability and some disturbance or displacement of livestock would occur within the ski area boundary. Beyond the ski area boundary, mountain bike traffic down Leeks Canyon Road could increase, potentially disturbing and displacing horses in lower portion of the canyon. However, additional use would be limited due to steepness of road and the private property boundary near the bottom. The allotment is of sufficient size to ensure adequate amounts of forage for the number of livestock involved, even if some	Mountain bikers would be restricted to the dedicated downhill mountain bike trail system, precluding any new impact on livestock in lower Leeks Canyon. Otherwise, impacts would be the same as under Alternative 2. Compared to Alternative 2, reduced potential effects on utilization rates outside the ski area would occur.	The back-side mountain bike zone would not be developed, reducing impact on forage production and precluding any new mountain bike use in lower Leeks Canyon. Utilization levels within the allotment would be essentially the same as Alternative 1.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
		displacement of animals occurred. Increased levels of utilization could occur in some areas of the allotment, but annual standards would be met.		
Noise				
Issue 1: How would construction and use of the proposed infrastructure affect noise levels around the ski area?	No change from current noise levels would occur. Avalanche explosive use may temporarily exceed the Town of Jackson's 65 dBa property-line noise limit (used as a threshold in this analysis though the ordinance does not apply to National Forest System land).	A short-term increase in equipment noise during construction and a long-term increase in noise due to increased avalanche control explosives, mechanical noise from the zip line trolley, and zip line rider noise would occur. All new snowmaking would be higher on the mountain than current activities and would generally not lead to increased noise. Helicopter staging on private land during gondola construction, if authorized by the Town of Jackson, may temporarily exceed 65 dBa.	Moving the bottom zip line terminal to the Rafferty mid-station would reduce noise at Phil Baux Park. Otherwise, noise impacts would be similar to Alternative 2.	The addition of run 15 would result in an increase in temporary construction noise, including chainsaw operations, and long-term noise due to snowmaking within 200 feet of homes adjacent to the ski area. Both noise sources would be substantially reduced by distance and vegetation screening. It is unlikely the Town of Jackson noise standard would be exceeded by these activities. Otherwise, noise impacts would be the same as outlined under Alternative 3.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
Recreation				
Issue 1: How would the proposed ski terrain development affect Snow King's terrain mix?	The current terrain mix would be unchanged, limiting Snow King's ability to meet the needs of the broader skier market and bring new skiers into the sport.	An additional 117.8 acres of new ski terrain, including 39.8 acres of beginner, novice, and low intermediate and 20.8 acres of intermediate terrain. Terrain mix would remain heavily skewed toward advanced and expert terrain, but would be substantially closer to the skier market profile and provide a better progression in terrain for lower skier ability levels.	Same as Alternative 2.	The shift from clearing to glading runs 4, 5, and 7 in the eastern boundary adjustment area would reduce low intermediate terrain, a limiting factor at Snow King, by 3.8 acres. Otherwise the effects would closely match Alternatives 2 and 3.
Issue 2: How would the proposed summit access road/novice skiway affect existing ski runs?	Current ski run conditions would not change because no new ski runs or skiways would be constructed. Upper mountain runs would cross skiways nine times.	The number of skiway crossings would increase to 15, reflecting the new summit access road/novice skiway and construction of new front-side runs. However, skiway crossings are a common and manageable issue at ski areas. The impact on skier flow would vary by run.	Obliteration of more existing skiways would eliminate six crossings of existing runs and bring the net number or crossings to five. That would be a notable improvement in skier flow over existing runs.	Same as Alternative 3 for existing runs. Impacts on new trails would also be the same except that run 3 would not be constructed, reducing crossings by one, and run 2 may merge onto run 4, creating a new crossing of the summit access road/novice skiway.
Issue 3: How would the proposed downhill mountain bike trails and zone affect the existing Cache Creek/Game Creek trail system and its users?	No change from current use beyond the 1–3% annual increase associated with population growth in Jackson.	Lift-served mountain bike access to the summit is projected to result in a small increase in the number of trail system users but a major shift in use patterns. Higher-elevation, more distant trails would be much more accessible to mountain bikers, resulting in roughly two to four times more use on trails such as	A combination of rider information, trail design, enforcement, and changes to allowed use of existing trails that would be employed under this alternative to restrict lift-served bike use to the dedicated downhill trail system and mountain bike zone. This should	This alternative would eliminate the proposed bike zone on the back side, restrict the front-side downhill mountain bike trail system to a smaller area, and would not change the allowed use of existing Cache Creek/Game Creek trails.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
		Skyline, Ferrin's, Wilson Canyon, and Josie's Ridge. This could increase user conflicts, trail damage, and resource impacts. Traffic on currently heavily used lower trail segments would be correspondingly reduced, decreasing crowding and trail damage. These effects may remain consistent with the Roaded Natural Recreational Opportunity Spectrum classification, but they could degrade the recreational opportunity provided by the Cache Creek/Game Creek trail system.	preclude notable adverse effects on the Cache Creek/Game Creek trail system and its users.	Overall, this alternative is projected to be slightly more effective in protecting the Cache Creek/Game Creek trail system and users than Alternative 3, but it would also provide substantially less opportunity for downhill mountain biking at Snow King.
Issue 4: How would the proposed Summit gondola and zip line affect users of Phil Baux Park?	Recreational opportunities for park users would remain unaltered.	Construction of the gondola and zip line bottom terminals would result in the loss of the Phil Baux Park parking lot and a change in the recreational opportunities it currently provides. Open green space available for recreational activities would increase.	No new infrastructure would be sited in Phil Baux Park. The gondola bottom terminal would be located nearby but far enough away to maintain the park's current recreational opportunities. The parking lot would remain intact.	Effects would be the same as outlined under Alternative 3.

Table S-1 (cont'd). Summary and comparison of environmental effects.

Issue	Alternative 1 No Action	Alternative 2	Alternative 3	Alternative 4
Safety				
Issue 1: How would the proposed mountain bike trails and mountain bike zone affect the safety of other summer visitors?	The safety of other summer visitors would not change because there would be no development of additional mountain bike trails under this alternative.	Use of trails within the Snow King boundary would increase, with most of this increase occurring on the new downhill mountain bike trails. A combination of design criteria requiring adequate sight lines around intersections, signage warning users of both trails that they were approaching an intersection, features designed to slow riders on the downhill trails, and bridges or underpasses where necessary would preclude any substantial change in safety risk.	Same as Alternative 2.	The number of trail crossings would be reduced relative to Alternatives 2 and 3, reducing impacts marginally. Otherwise, changes in visitor safety would be similar.

PROPOSED GONDOLA BASE STATION
(NOT IN CONTRACT)

PROPOSED PUMP STATION & UTILITIES
(NOT IN CONTRACT)

SUMMIT CHAIRLIFT

PROPOSED GONDOLA
LIFT CENTERLINE

COUGAR
CHAIRLIFT

SNOWMAKING
INFRASTRUCTURE

ROPES COURSE
FEATURES (TYP.)

RAFFERTY
CHAIRLIFT

NEW SUMMIT ROAD
SEE SHEETS C2.0–C2.7

PROPOSED GONDOLA TOP STATION
(NOT IN CONTRACT)

SHEET C2.0
SHEET C2.1
SHEET C2.2
SHEET C2.3
SHEET C2.4
SHEET C2.5
SHEET C2.6
SHEET C2.7

0+00 1+00 2+00 3+00 4+00 5+00 6+00 7+00 8+00 9+00 10+00 11+00 12+00 13+00 14+00 15+00 16+00 17+00 18+00 19+00 20+00 21+00 22+00 23+00 24+00 25+00 26+00 27+00 28+00 29+00 30+00 31+00 32+00 33+00 34+00 35+00 36+00 37+00 38+00 39+00 40+00 41+00 42+00 43+00 44+00 45+00 46+00 47+00 48+00 49+00 50+00 51+00 52+00 53+00 54+00 55+00 56+00 57+00 58+00 59+00 60+00 61+00 62+00 63+00 64+00 65+00 66+00 67+00 68+00 69+00 70+00 71+00 72+00 73+00 74+00 75+00 76+00 77+00 78+00 79+00 80+00 81+00 82+00 83+00 84+00 85+00 86+00 87+00 88+00 89+00 90+00 91+00 92+00 93+00 94+00 95+00 96+00 97+00 98+00 99+00 100+00 101+00 102+00 103+00 104+00 105+00 106+00 107+00 107+17

FINAL SITE PLAN

SCALE: 1" = 400' (12X18)

0 200 400

N E

DATE	3/3/2020	REV.
SURVEYED		
ENGINEERED	DD/FPD	
DRAWN	NB	
CHECKED	DD	
APPROVED	DD	

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

DRAWING TITLE
FINAL SITE PLAN

JOB TITLE
SNOW KING SUMMIT ROAD
SNOW KING RESORT
TETON COUNTY, WYOMING

DRAWING NO
C1.0

JOB NO
19-282-01

S:\Proj\2019\282-01 (Snow King Summit Gondola Improvements)\14 Drawings\Civil\SSGN-SUMMIT ROAD.dwg C1.0 FINAL SITE PLAN - Mar 03 2020 02:03:54 pm PLOTTED BY benfog DWG FORMAT 23.0

TOWN OF JACKSON
PHIL BAUX PARK

CCC'S TOWN
HILL LOFTS

SNOW KING MOUNTAIN
RESORT, LLC

TOWN OF JACKSON
SNOW KING SPORTS
& EVENTS CENTER

EXISTING
CLEANOUT
(MH-3)

A
B
C
D

0+00
1+00
2+00
3+00
4+00
3+50

0 30 60

LEGEND
CUT AREA
FILL AREA

CUT/FILLS TABLE

Number	Minimum Elevation	Maximum Elevation	Color
1	-18.762	-15.000	
2	-15.000	-10.000	
3	-10.000	-5.000	
4	-5.000	0.000	
5	0.000	5.000	
6	5.000	7.541	

REV.		
4/28/2020	NE	
DATE	SURVEYED	
	ENGINEERED	
	DRAWN	NB
	CHECKED	DD
	APPROVED	DD

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

DRAWING TITLE
BASE STATION EARTHWORK OVERVIEW
PLAN VIEW

JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO
EXHIBIT A

JOB NO
19-262-01

S:\Pro\2019\262-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\EXHIBIT-GONDOLA BASE.dwg (EARTHWORK @ BASE PLAN) - Apr 28 2020 12:31:44 pm PLOTTED BY: green DWG FORMAT 230

May 1, 2020

Ryan Stanley
Vice President
Snow King Mountain Resort
Jackson, WY 83001

Tyler Sinclair
Town of Jackson Community Development Director
PO Box 1687
Jackson, WY 83001

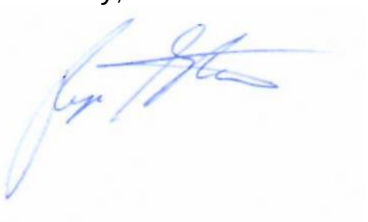
RE: Gondola & Zip-Line CUP Additional Information

Dear Tyler,

Attached is one additional map for the planning commission review next week. This map shows a conceptual relocation of the Cougar Lift. We have ongoing discussions with the ski club about the need for an alternative to the gondola for race training and would like have this additional information available for discussion at the meeting next week.

On Thursday April 30th, the SKRMA board officially voted to approve submission of the Gondola and Zip-Line conditional use permit.

Sincerely,



Ryan Stanley

S:\Proj2019\262-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\DSGN-UTILITY.dwg <PROPOSED SITE PLAN ALTERNATIVE> - May 01 2020 11:16:28 am PLOTTED BY: green DWG FORMAT: 23.0

DRAWING NO	JOB TITLE	DRAWING TITLE				
C2.0B	SNOW KING MOUNTAIN RESORT	PROPOSED SITE PLAN ALTERNATIVE	NELSON ENGINEERING	DATE	3/31/2020	REV. 4/28/2020
JOB NO	2020 IMPROVEMENTS	WITH COUGAR LIFT BASE RELOCATION	P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	SURVEYED	NE	
19-262-01	JACKSON, WYOMING			ENGINEERED		
				DRAWN	NB	
				CHECKED	DD	
				APPROVED	DD	

April 29, 2020

Ryan Stanley
Vice President
Snow King Mountain Resort
Jackson, WY 83001

Tyler Sinclair
Town of Jackson Community Development Director
PO Box 1687
Jackson, WY 83001

RE: Gondola CUP Additional Information

Dear Tyler,

I am writing to provide additional information to accompany the submission of the Snow King Gondola Conditional Use Permit as requested by the planning department.

If all approvals are received in the coming year, we anticipate construction to commence on the proposed gondola project in the spring of 2021.

We would like to provide some additional information on the proposed lighting changes for night skiing. Currently, nearly all of the lights on the lower portion of the mountain on the Summit lift side are located on the lift towers of the Summit and Cougar lifts. The current lighting on in this area is below standards for night skiing in the industry due to the relatively few magnetic induction lights that are relatively far apart.

In 2014, Snow King Mountain worked with the Jackson Hole Ski and Snowboard Club and Energy Conservation works to replace the old metal halide lights on this side of the mountain with magnetic induction lights. These “snow bright” magnetic induction lights are 40% more energy efficient and produce 60% less light pollution, substantially reducing the impacts on night lighting on residents and wildlife. The system allows for lower light intensity without sacrificing human visual perception. The diffuse, soft light reduces reflection and wasted light while maximizing the light needed by skiers and riders. The output system allows light to be directed at the snow at such an angle that is transmitted laterally. This technology replaces intense blotches of light with uniform slope illumination. As a result, glare is reduced for the neighboring community and the visual experience for users is enhanced.

While this project was completed and all the lights in this area were replaced, the ultimate goal of achieving a first-class night lighting system for ski race training was not achieved due to budget limitations. Budget considerations forced the project to concentrate on simply replacing existing lights and not executing the lighting plan that was designed to achieve the ultimate objective of an ideal race training lighting system.

Due to the elimination of a substantial number of lift towers associated with this project, we have proposed to add a number of fixed light poles on the mountain as suggested in the original lighting plan for the ski club project in 2014. Upgrading the light to the proposed plan entails adding an additional 13-20 free standing light poles on the mountain depending on the ability to place lights on trees in certain locations and approximately 30 additional lights beyond the existing number of lights in this area. Each of these lights is 300 watts. Trees will be used wherever possible in order to minimize additional obstacles on the mountain; however, in order to create a quality night skiing experience, the consistent spacing of lights is essential and as such additional poles are required. Night lighting is proposed to be upgraded on the upper portion of the mountain on USFS land as well.

We would like to further explain why no additional year-round employees will be generated by this development as discussed in the application. We typically employ two lift operations and maintenance managers, one supervisor, and five maintenance individuals for the operation of our 3 ski lifts and two magic carpets. This team is qualified to maintain and operate the proposed gondola in addition to providing training to the gondola operators. The proposed gondola project involves eliminating both the Cougar lift and Summit lift and replacing them with a detachable gondola. Both a gondola and lift require the same number of seasonal lift operators, and therefore we expect to have a reduction in the number of seasonal employees associated with this project. We do not anticipate any change with respect to year-round employees for the maintenance of the gondola as the team is well qualified to handle this workload. When this analysis is entered into the employee housing calculation formula no additional employee housing is required.

With this letter are revised maps for the CUP that include a slight shift in alignment of the zip-line on the east side of the mountain, the addition of a conceptual surface lift on the west side of the mountain, additional grading maps, and 3D renderings of the gondola base and grading plan. The zip-line alignment was made to land the zip-line on the east side of the existing walkway at the request of the Snow King Hotel. The surface lift shown on the west side of the mountain is to address concerns related to the loss of the Cougar lift. 3D Maps and additional grading plans are provided at the request of Town planning staff.

Finally, I would like to provide some additional information related to activity operations on the Rafferty side of the mountain. Snow King Mountain as a business is able to operate on a year-round basis due to the summer attractions on this side of the hill that operate generally between Memorial Day and Labor Day. During these three months we attempt to generate sufficient income to fund winter operations and maintain year-round staff. With our new master plan amendment, we have now guaranteed to operate in the winter months approximately 49 hours a week during the season. This commitment makes it even more critical that during the summer months we have the flexibility to accommodate guests throughout the majority of the day and into the evening. It is important that all activities be able to operate during the same timeframe in order to offer guests the ability to take advantage of the entire range of activities we offer and provide them the best experience possible.

Our “Big King” pass has been our most successful product over the past few years, offering unlimited access to all activities throughout the day and giving guests the ability to come early and leave early, play later in the evening, or spend the entire day at Snow King. In the past we have operated from 9:00am – 9pm during the peak season in order to take advantage of long summer days; however, this past summer we operated from 10:00am – 9:00pm during the peak time in order to better accommodate concerns related to quite time at the neighboring cemetery. Moving forward, we are requesting the ability to operate all activities from 10:00am – 9:00pm and have up to 5 days during the peak of the summer to extend until 10:00pm for special events or groups on days that may correspond with summer concert series or events of that nature.

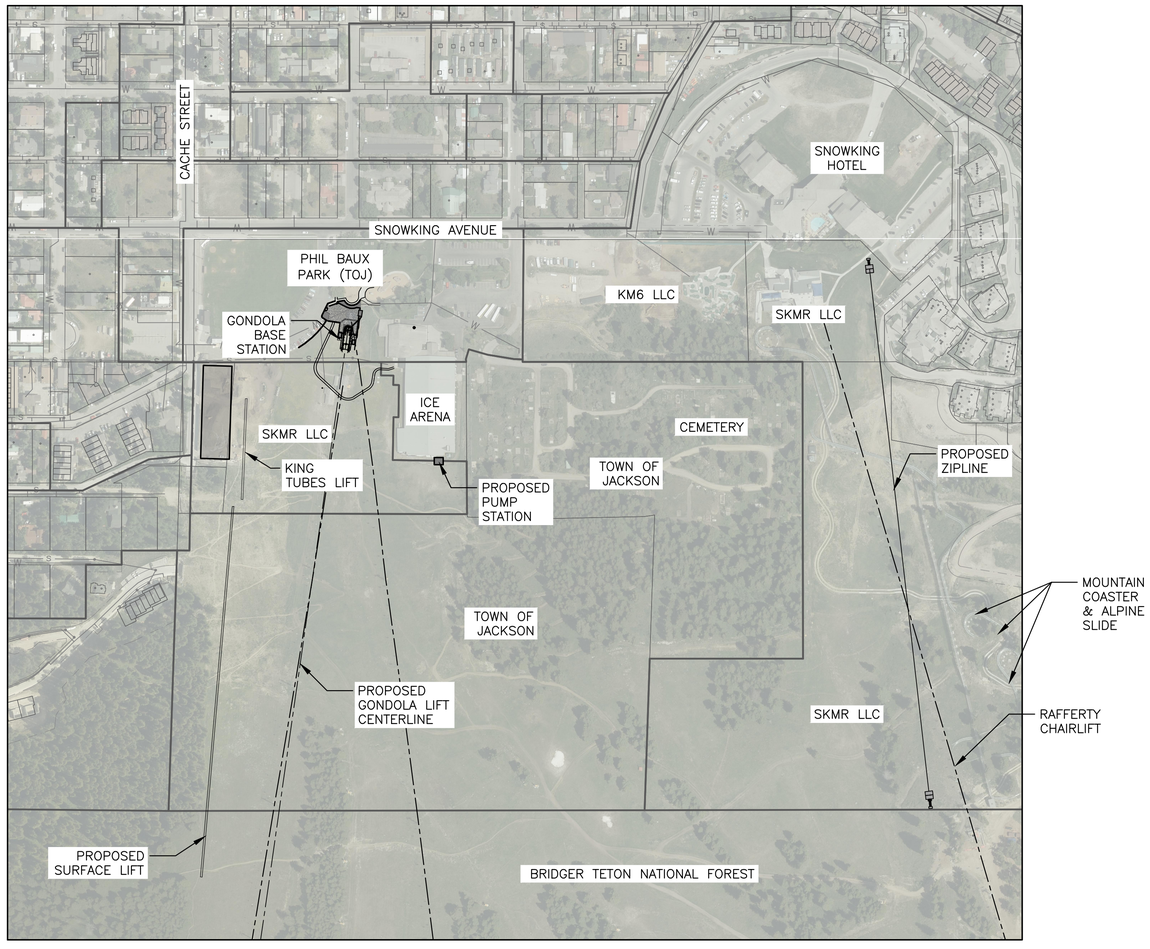
We are seeking the flexibility to operate within this range of time to give the community assurance that we will not operate outside that time. Furthermore, we do not anticipate operating during that period of time for the entire summer. We generally ramp up and down the hours of operation based on guest demand so that during the early summer and fall we generally close earlier and during the peak period of the summer from mid-June to mid-August we operate with longer hours.

Sincerely,

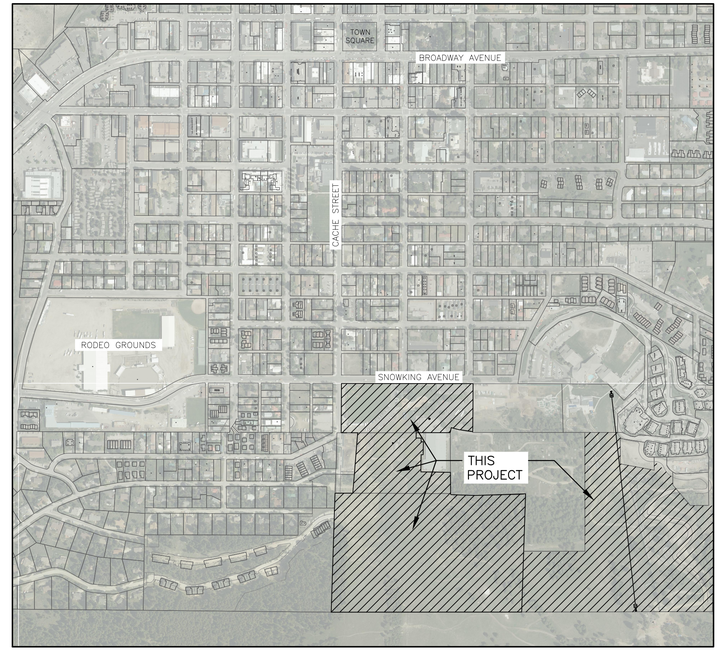
Ryan Stanley

SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS PROJECT
TOJ CONDITIONAL USE PERMIT DRAWINGS

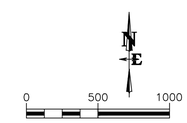
JACKSON, WYOMING



PROJECT AREA
SNOWKING, JACKON, WYOMING



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



PROJECT CONTACTS

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

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

DRAWING INDEX

DWG NO.	DRAWING TITLE
C0.1	TITLE SHEET
C1.0	EXISTING SITE PLAN
C1.1	BASE STATION EXISTING SITE PLAN
C2.0	PROPOSED SITE PLAN
C2.1	GONDOLA BASE STATION SITE PLAN
C3.0	NIGHT SKIING LIGHTING PLAN
C4.0	UTILITY PLAN OVERVIEW
C5.0	ZIP LINE SITE PLAN
C6.0	GRADING CROSS SECTION PLAN VIEW
C6.1	GRADING CROSS SECTIONS
C6.2	GRADING CROSS SECTIONS
EXHIBIT A	CUT/FILL DEPTH ANALYSIS
EXHIBITS B-D	RENDERED VIEWS OF GONDOLA BASE

DATE	3/31/2020	REV. 4/28/2020
SURVEYED	NE	
ENGINEERED		
DRAWN	NB	
CHECKED	DD	
APPROVED	DD	

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

DRAWING TITLE
COVER SHEET

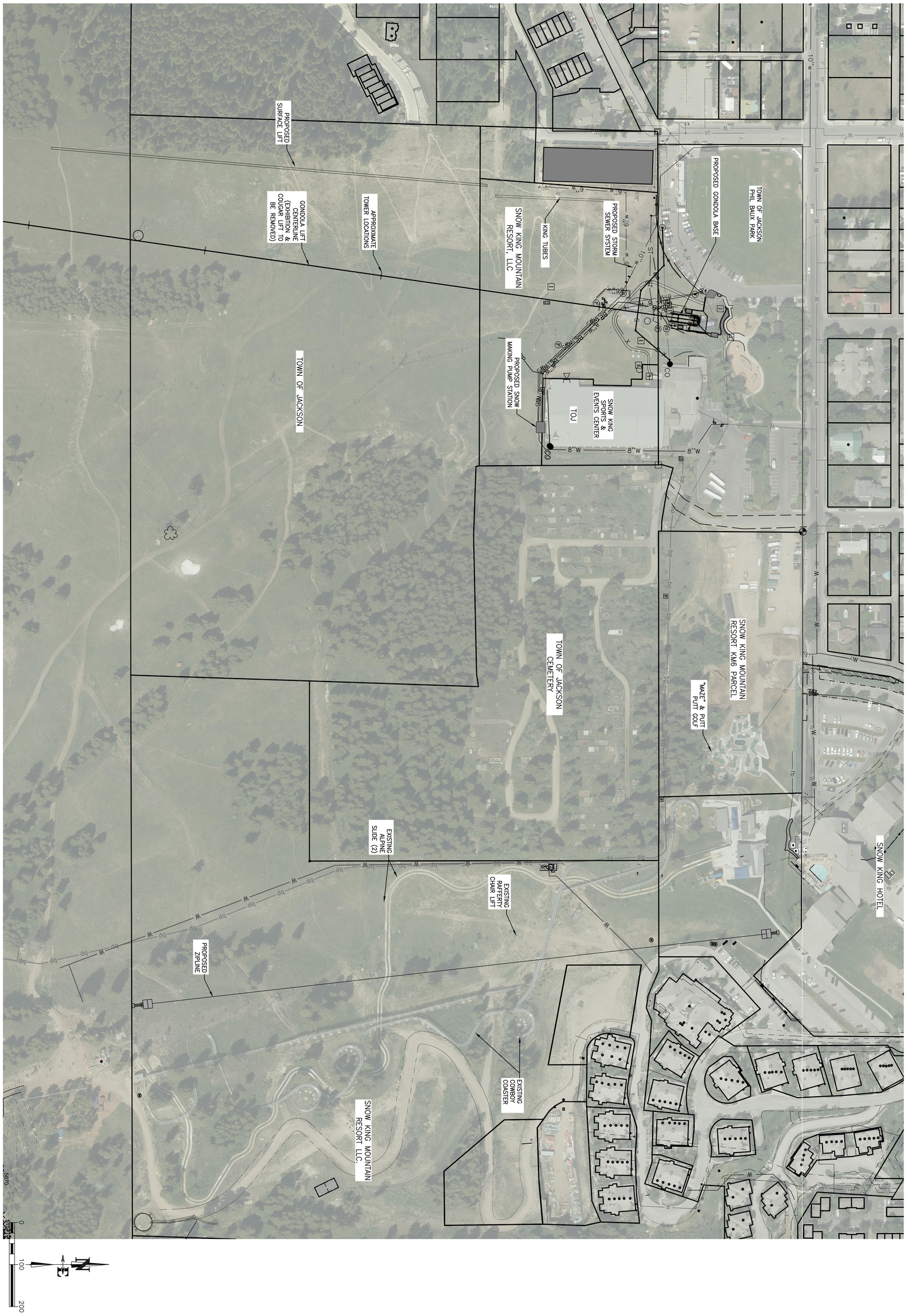
JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO
C0.1

JOB NO
19-262-01

S:\Proj2019\262-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\DSGN SUMMIT ROAD COVER.dwg <TOWN CUP COVER DB> - Apr 29 2020 01:47:39 pm PLOTTED BY: green

S:\Proj2019\262-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\DSGN-UTILITY.dwg (C2.0 PROPOSED SITE PLAN) - Apr 29 2020 01:36:27 pm PLOTTED BY: green DWG FORMAT: 23.0



DRAWING NO	JOB TITLE	DRAWING TITLE				
C2.0	SNOW KING MOUNTAIN RESORT	PROPOSED SITE PLAN	NELSON ENGINEERING	DATE	3/31/2020	REV. 4/28/2020
JOB NO	2020 IMPROVEMENTS		P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	SURVEYED	NE	
19-262-01	JACKSON, WYOMING			ENGINEERED		
				DRAWN	NB	
				CHECKED	DD	
				APPROVED	DD	

PHIL BAUX PARK

SNOW KING RESORT LLC KMG LOT

MAZE & PUTT PUTT GOLF

ZIPLINE LANDING

SNOW KING SPORTS & EVENTS CENTER

CEMETERY

EXISTING RAFFERTY LIFT TO BE REMAIN

TUBE PARK CONVEYOR

PROPOSED SURFACE LIFT

PROPOSED GONDOLA CENTERLINE

KELLY'S ALLEY

PROPOSED TOWER WITH (4) NIGHT SKIING LIGHTS (TYP.)

PROPOSED NIGHT SKIING LIGHT (TYP.)

EXISTING EXHIBITION LIFT TO BE REMOVED

EXISTING COUGAR LIFT TO BE REMOVED

OLD MAN FLATS

TURNPIKE

PROPOSED ZIPLINE

ZIPLINE TAKE OFF

PROPERTY LINE

PROPOSED SURFACE LIFT

EXHIBITION

COUGAR

ELK

0 100 200

DATE	3/31/2020	REV: 4/28/2020
SURVEYED	NE	
ENGINEERED		
DRAWN	NB	
CHECKED	DD	
APPROVED	DD	

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

DRAWING TITLE
NIGHT SKIING LIGHTING PLAN

JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO
C3.0

JOB NO
19-282-01

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TOWN OF JACKSON
PHIL BAUX PARK

PROPOSED NEW TICKET OFFICE

INSTALL 8"ø HOT TAP AND ISOLATION VALVE ON EXISTING 8" ø WATER LINE

REPLACE EXISTING WATER SERVICE TO SPORTS AND EVENTS CENTER

PROPOSED GONDOLA BASE STATION

EXISTING WATER METER TO REMAIN, OR GET UPGRADED

NEW 8"ø WATER SERVICE LINE FOR SNOWMAKING

MECHANICAL/BOILER BUILDING

POWER VAULT AND TRANSFORMER

LOCATE METER AFTER SPORTS CENTER SERVICE LINE TEE

SAW CUT EXISTING ASPHALT AND TRENCH IN 8"ø WATER LINE TO PROPOSED PUMP HOUSE

EXISTING CLEANOUT (MH-3)

EXISTING STORM SEWER, TYP. (APPROXIMATE LOCATION)

TOWN HILL LOFTS SUBSURFACE STORMWATER DETENTION

FRENCH DRAIN BEHIND CURB, PER DETAIL 1/C4.0. CONNECT TO NEW STORM WATER MH AS SHOWN.

EXISTING STORM DRAIN FOR SNOW KING SNOWMAKING WATERLINES: LOCATION TO BE FIELD VERIFIED

CONNECT ADS PIPE FROM FRENCH DRAIN TO SCH40 PVC AND ROUTE TO STORMWATER MANHOLE, AS SHOWN.

EXISTING STORM SEWER SYSTEM

RELOCATED SANITARY SEWER FOR EVENTS CENTER

SEWER TO BE ABANDONED

CCC'S TOWN HILL LOFTS

FIELD VERIFY LOCATION OF EXISTING SNOWMAKING DRAIN LINE. INSTALL NEW MH TO RECEIVE NEW STORM DRAIN LINES

CONNECT TO EXISTING STORM SEWER

CONTRACTOR SHALL USE EXPLORATORY EXCAVATION TO DETERMINE BURY DEPTH OF EXISTING WATER LINE TO FEED SNOWMAKING FOR TOP OF SLED HILL

"KING TUBES" TUBE PARK CONVEYOR BELT

INSTALL JUNCTION FITTINGS AND ISOLATION VALVES ON EXISTING SNOW MAKING WATER LINES AND CONNECT PRESSURIZED SERVICE LINES FROM PROPOSED PUMP HOUSE

TOWN OF JACKSON
SNOW KING SPORTS
& EVENTS CENTER

SNOW KING MOUNTAIN
RESORT, LLC

INSTALL 8"ø STORM WATER DRAIN LINE AS SHOWN

SNOW MAKING WATERLINES TO BE INSTALLED

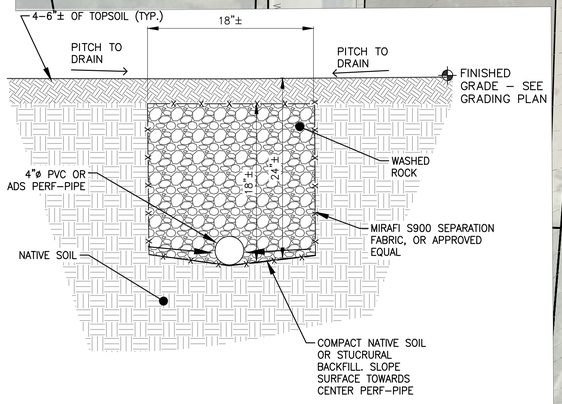
NEW SNOW MAKING PUMP STATION

ENTER WATER SERVICE LOOP TO PUMP HOUSE, AND EXIT (2) HIGH PRESSURE WATER LINES FOR SNOW MAKING SUPPLY LINES (REQUESTED FLOW RATE OF 2500 GPM). ENTER BURIED POWER, AND EXIT STORMWATER DRAIN LINE.

INSTALL NEW POWER VAULT HERE AND NEW BURIED POWER SERVICE TO PROPOSED PUMP HOUSE. TRENCH BURIED POWER UPHILL TO INTERCEPT EXISTING CONDUIT SERVICING MIDWAY STATION.

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

0+00
1+00
2+00
3+00
4+00



1 / C4.0 FRENCH DRAIN DETAIL
SCALE: N.T.S.

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

REV.

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

DRAWING TITLE: UTILITY PLAN OVERVIEW

JOB TITLE: SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO: C4.0

JOB NO: 19-282-01

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DATE	3/31/2020	REV. 4/28/2020
SURVEYED	NE	
ENGINEERED		
DRAWN	NB	
CHECKED	DD	
APPROVED	DD	

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

DRAWING TITLE
ZIPLINE SITE PLAN

JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO
C5.0

JOB NO
19-262-01

S:\Proj\2019\262-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\DSGN-ZIPLINE.dwg (ZIPLINE OVERVIEW) - Apr 28 2020 12:06:15 pm PLOTTED BY: green DWG FORMAT: 23.0

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

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

DRAWING TITLE
BASE STATION EARTHWORK OVERVIEW
PLAN VIEW

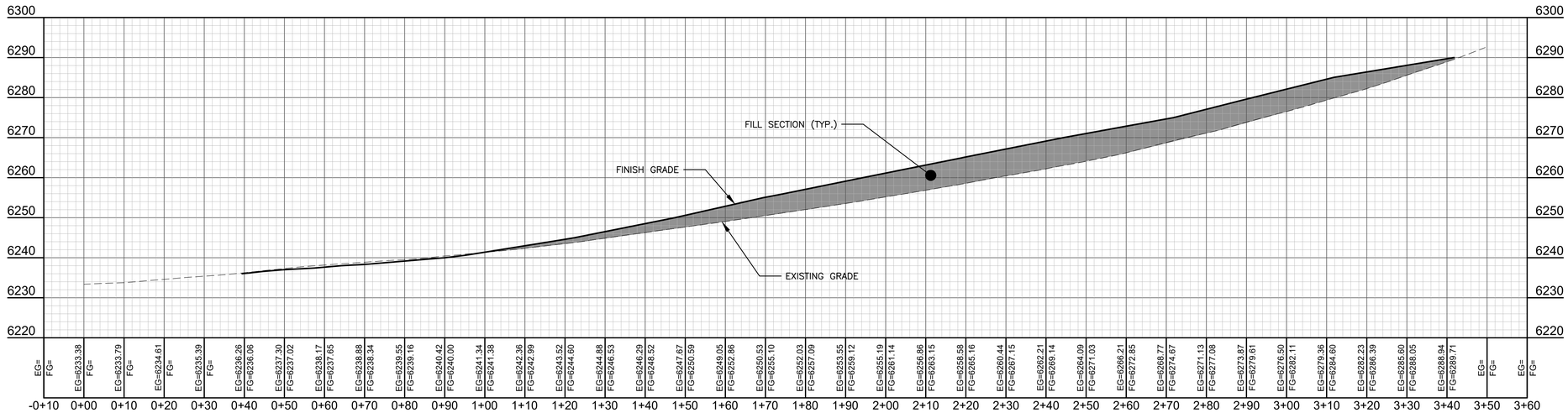
JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO
C6.0

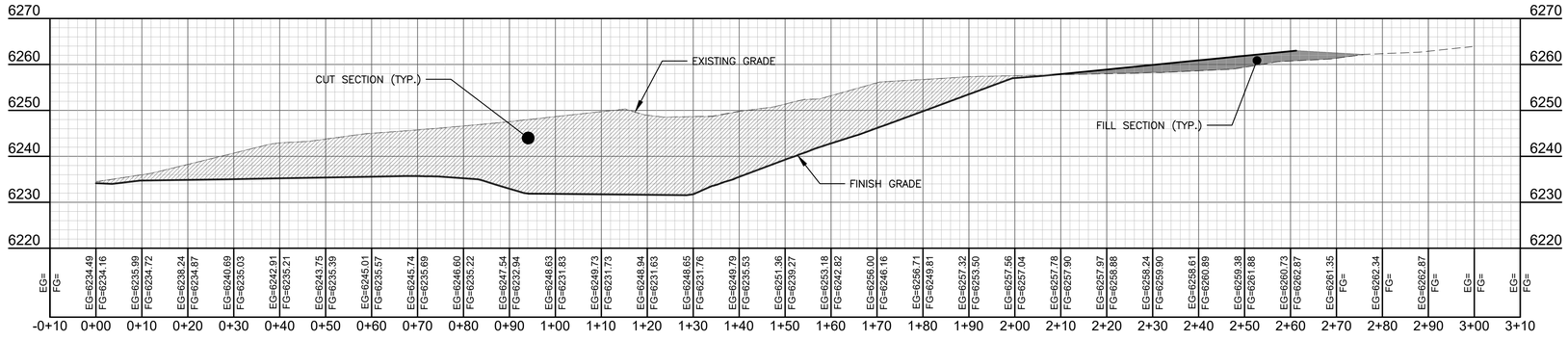
JOB NO
19-262-01

GONDOLA BASE EARTHWORK SUMMARY:

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



EARTHWORKS SECTION 1 PROFILE



EARTHWORK SECTION 2 PROFILE B-B

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

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

DRAWING TITLE
BASE STATION EARTHWORK
SECTION VIEWS: 1 OF 2

JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO C8.1

JOB NO 19-282-01

S:\Proj\2019\282-01 (Snow King Summit Gondola Improvements)\14 Drawings\Civil\BSGH-UTILITY.dwg (EARTHWORK & BASE SECTIONS) - Mar 31 2020, 03:32:23 pm PLOTTED BY bates DWG FORMAT: 23.0

GONDOLA BASE EARTHWORK SUMMARY:

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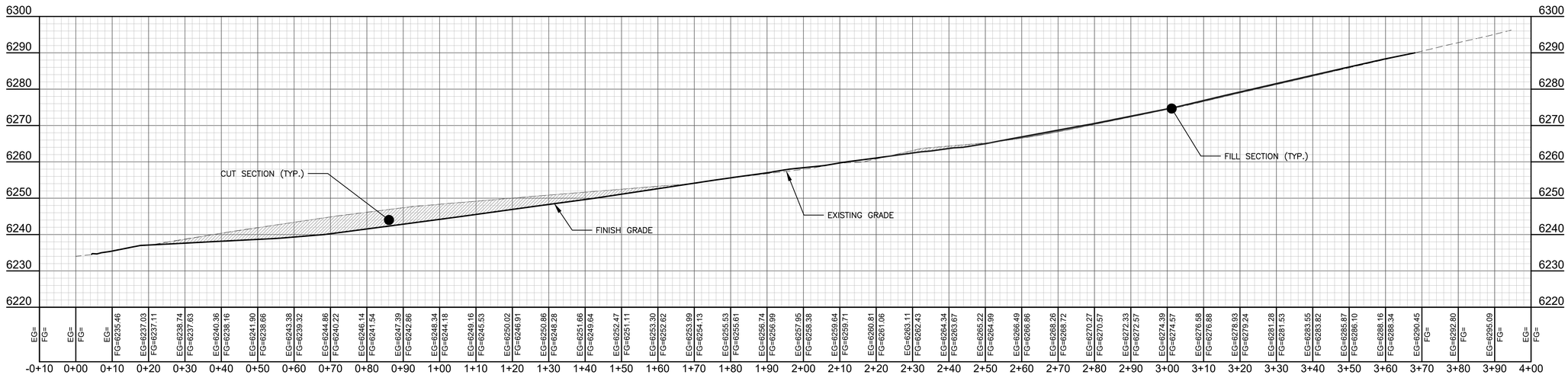
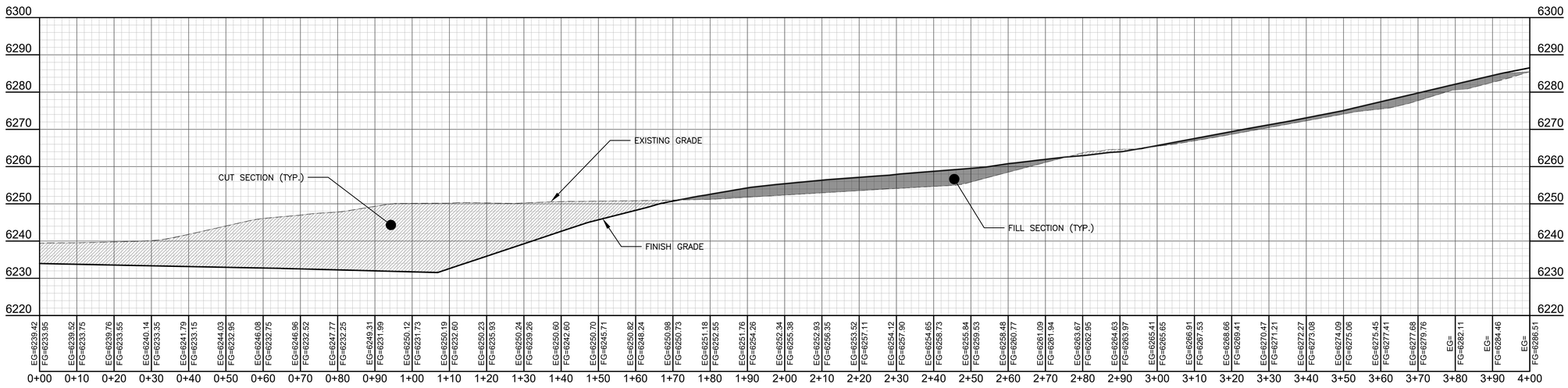
FILL: 8385 CY
NET: 773 CY (CUT)



EARTHWORK SECTION 3 PROFILE C-C



GONDOLA CENTERLINE PROFILE D-D

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

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

DRAWING TITLE
BASE STATION EARTHWORK
SECTION VIEWS: 2 OF 2

JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO C6.2

JOB NO 19-262-01

S:\Proj\2019\262-01 (Snow King Summit Gondola Improvements)\14 Drawings\Civil\BSGN-UTILITY.dwg (EARTHWORK & BASE SECTIONS (2)) - Mar 31 2020 02:44:5 pm PLOTTED BY: bates DWG FORMAT: 23.0

TOWN OF JACKSON
PHIL BAUX PARK

CCC'S TOWN
HILL LOFTS

SNOW KING MOUNTAIN
RESORT, LLC

TOWN OF JACKSON
SNOW KING SPORTS
& EVENTS CENTER

EXISTING
CLEANOUT
(MH-3)

A
B
C
D

0+00
1+00
2+00
3+00
4+00
3+50

0 30 60

N

LEGEND
CUT AREA
FILL AREA

CUT/FILLS TABLE

Number	Minimum Elevation	Maximum Elevation	Color
1	−18.762	−15.000	
2	−15.000	−10.000	
3	−10.000	−5.000	
4	−5.000	0.000	
5	0.000	5.000	
6	5.000	7.541	

DATE	4/28/2020	REV.
SURVEYED	NE	
ENGINEERED		
DRAWN	NB	
CHECKED	DD	
APPROVED	DD	

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

DRAWING TITLE
BASE STATION EARTHWORK OVERVIEW
PLAN VIEW

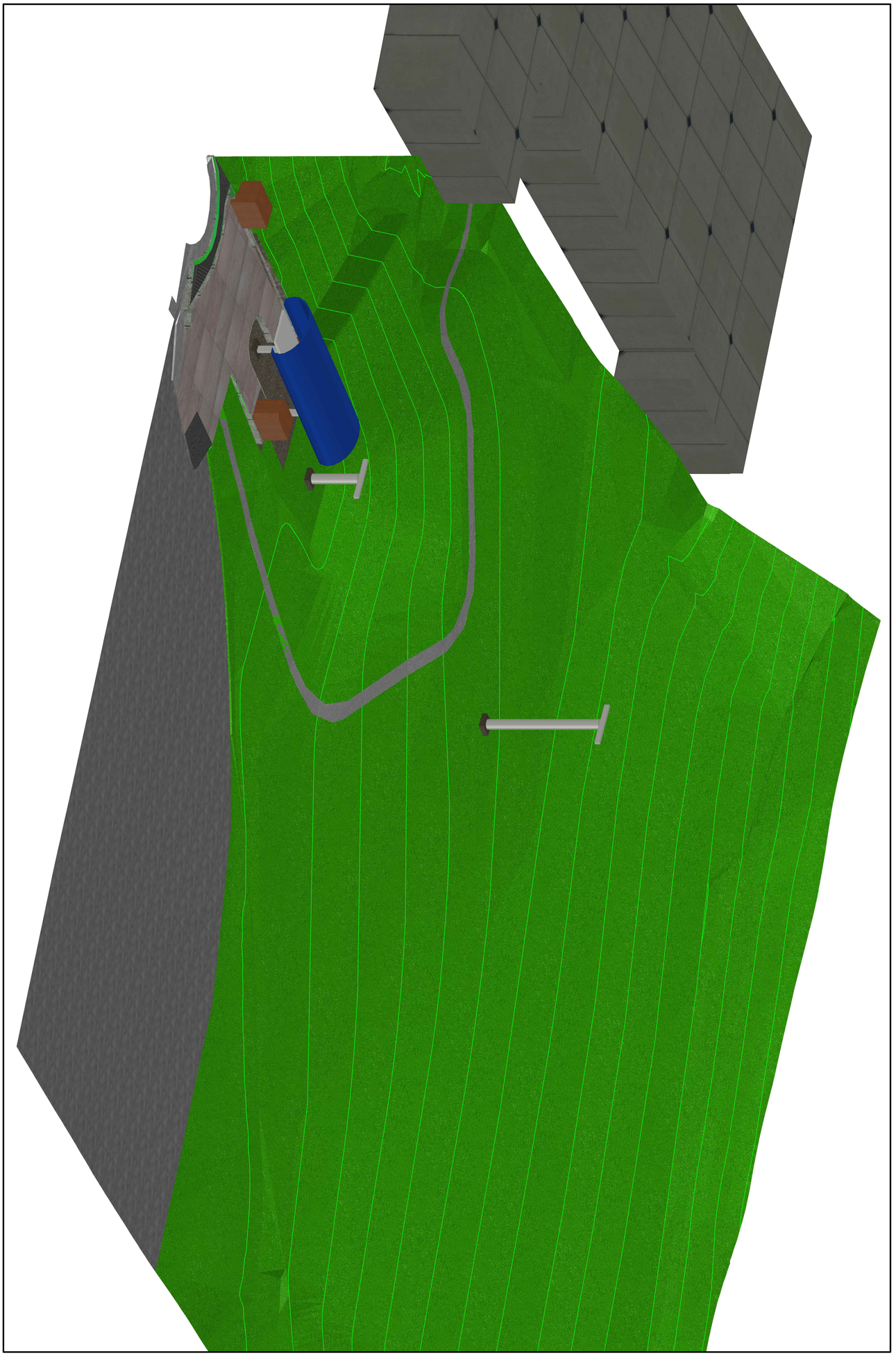
JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO
EXHIBIT A

JOB NO
19-262-01

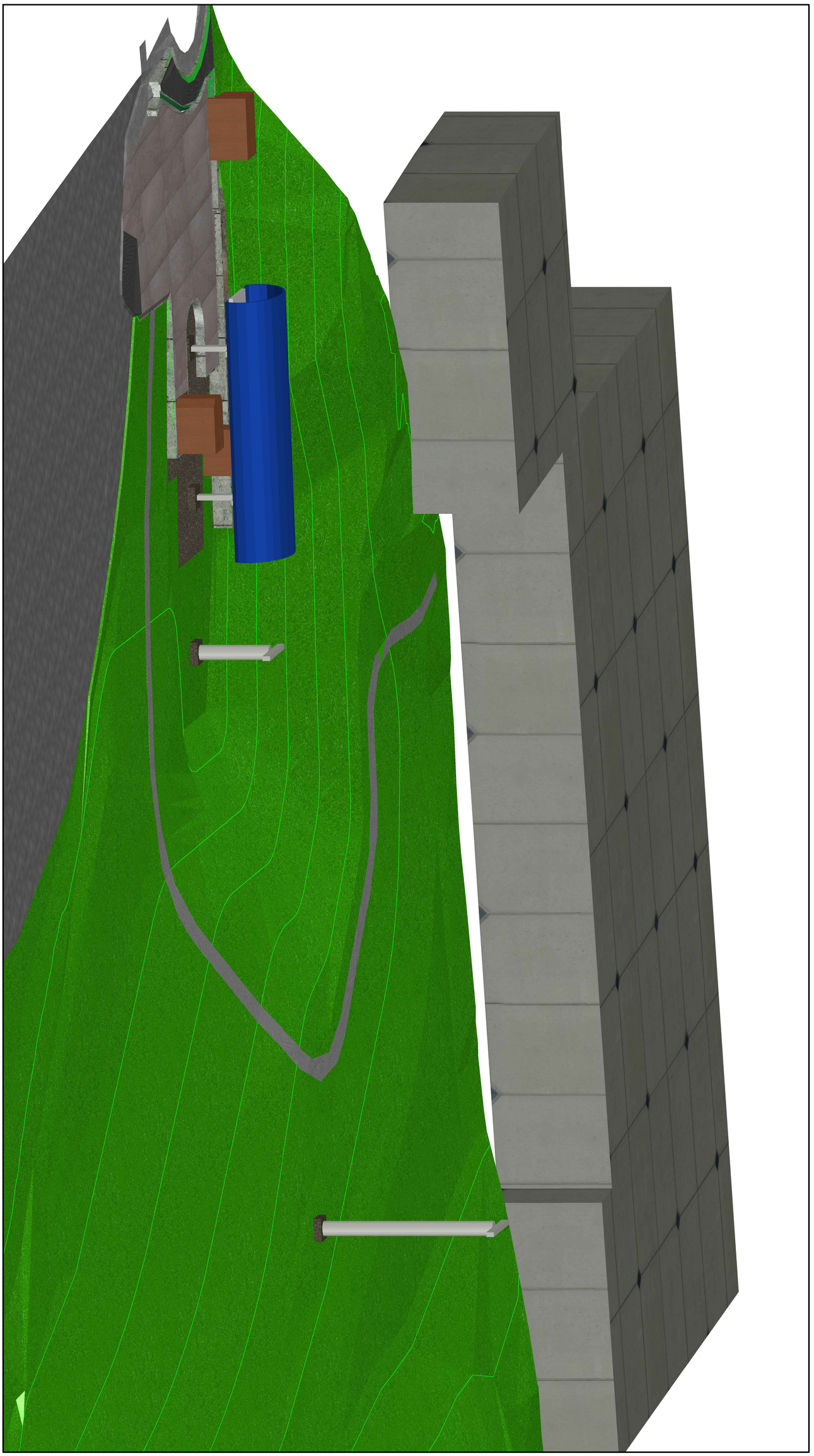
S:\Pro\2019\262-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\EXHIBIT-GONDOLA BASE.dwg (EARTHWORK @ BASE PLAN) - Apr 28 2020 12:31:44 pm PLOTTED BY: green DWG FORMAT 230

S:\Proj\2019\262-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\X- RENDER-GONDOLA-BASE.dwg (Rendering) - Apr 28 2020 012500 pm PLOTTED BY: green DWG FORMAT: 230



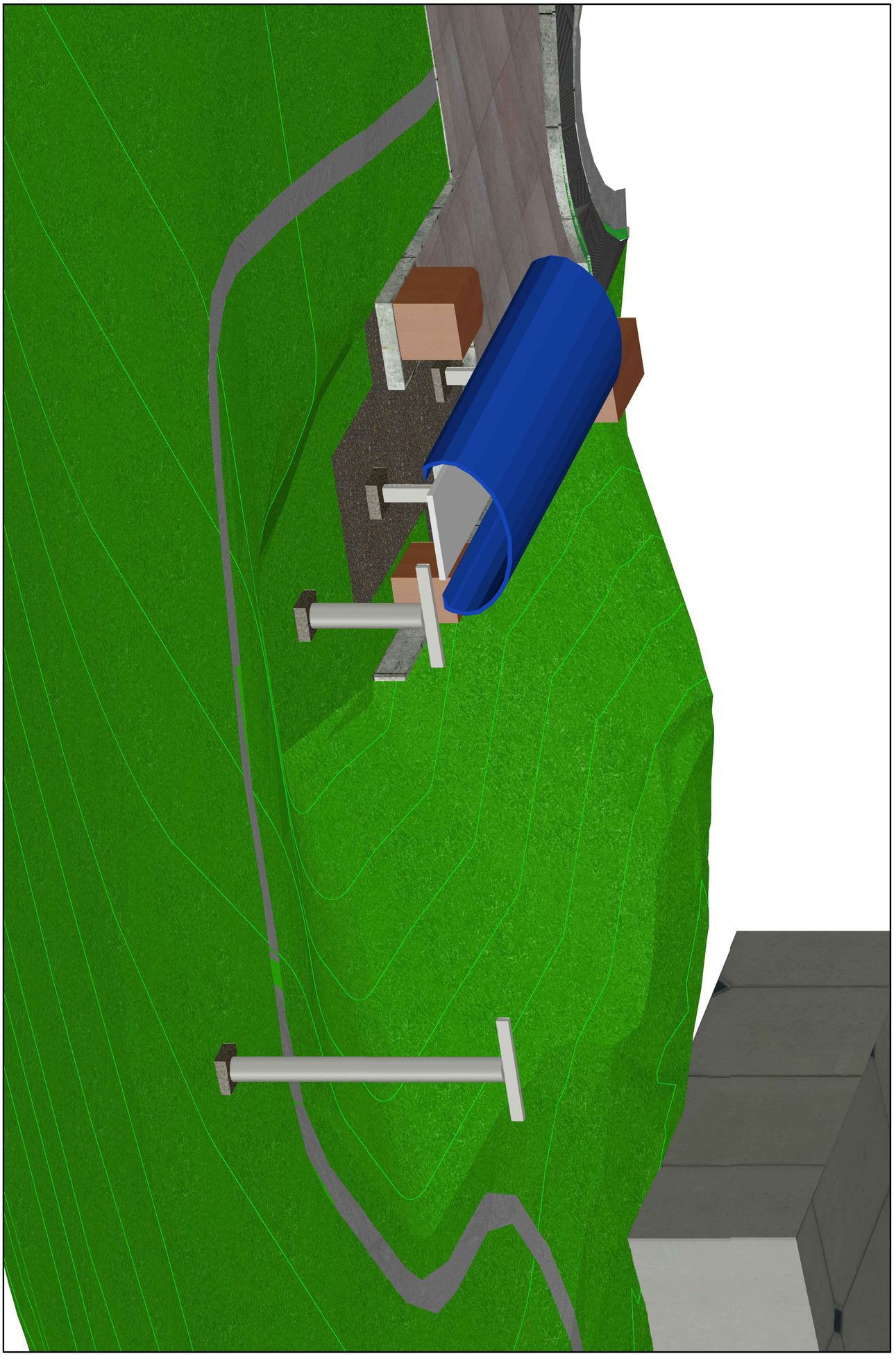
DRAWING NO **EXHIBIT B** JOB NO **19-262-01**	JOB TITLE SNOW KING MOUNTAIN RESORT 2020 IMPROVEMENTS JACKSON, WYOMING	DRAWING TITLE **GONDOLA BASE STATION SE VIEW**	**NELSON ENGINEERING** P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE SURVEYED ENGINEERED DRAWN CHECKED APPROVED	4/28/2020 NE NB DD DD	REV.

S:\Proj\2019\262-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\X- RENDER-GONDOLA-BASE.dwg (Rendering1) - Apr 28 2020 01:31:55 pm PLOTTED BY: green DWG FORMAT: 23.0



DRAWING NO: EXHIBIT C JOB NO: 19-262-01	JOB TITLE: SNOW KING MOUNTAIN RESORT 2020 IMPROVEMENTS JACKSON, WYOMING	DRAWING TITLE: GONDOLA BASE STATION EAST VIEW	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE: 4/28/2020 SURVEYED: NE ENGINEERED: DRAWN: NB CHECKED: DD APPROVED: DD	REV.	

S:\Proj\2019\262-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\X- RENDER-GONDOLA-BASE.dwg (rendering2) - Apr 28 2020 03:34:49 pm PLOTTED BY: green DWG FORMAT: 23.0



DRAWING NO: EXHIBIT D	JOB 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	

NELSON ENGINEERING since 1964
Professional Engineers & Land Surveyors
JACKSON, WY • BUFFALO, WY WWW.NELSONENGINEERING.NET

April 10, 2020 DD/19-262-01

Town of Jackson Planning and Public Works
Jackson, WY

ATTN: Tyler Sinclair & Brian Lenz
Re: Snow King Gondola CUP – Supplemental Information regarding Water Supplies

Dear Tyler and Brian:

This letter is to provide further information in regards to the water supply information originally submitted with the CUP for the Snow King Gondola and Zip Line Project.

The original submitted information included the following:

As part of the relocation of the snowmaking pump station, an 8 inch waterline loop is proposed to be installed in order to increase snow making capacity. Modeling results of the addition of this 8 inch loop to the Town's water system indicates that installation of the waterline loop can increase snow making capacity from the current 600 gallons per minute to up to 2400 gallons per minute. Modeling results indicate that snow making demands of 2400 gallons per minute at the new pump station location will result in a 20 psi delivery pressure at the pump house while also providing maximum day demands elsewhere in the zone at no less than 45 psi. The proposed waterline loop will extend along the east and south side of the Snow King Event Center, where it serves the pump station on the south side, and completes the loop on the west side of the events center and connects back to the 8 inch main near the current connection of the existing 6 inch service. All water use, including snow making and irrigation, on the proposed loop will be metered.

To supplement and provide greater understanding about Snow King's intent with the information submitted, please consider the following:

Snow King's operation relies heavily on snowmaking. Natural snowfall has historically been insufficient, particularly in early season, to enable the Resort to provide skiing services without supplemental snow via snow making. Early season skiing at Snow King is important for not only Snow King's business and is also critical to the Jackson Hole Ski Club and local ski programs, but it also provides additional benefit to other business in the community by attracting other skiers and ski teams that desire a location for early season training. That said, it is Snow King's desire to improve their snow making capacity by increasing water supply. More water means more snow (as long as weather is cold enough). And more water enables snow to be put down on the ground faster.

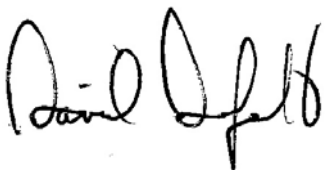
It should be understood that snow making at Snow King essentially occurs for approximately 6 weeks and typically occurs from mid-October to the end of December when temperatures are suitably cold for productive snow making. It should also be understood that this period of snow

making is outside of the peak water demand season for the Town of Jackson (late spring, summer, and early fall, when locals are using water for irrigation and when the Town population is at its peak with tourists and second homeowners). Because snow making is occurring off the seasonal peak, and also often at night when domestic demands are also low, the Town's system's capacity is capable to provide Snow King with additional water flow for snow making beyond the 600 gpm currently supplied.

The addition of a new 8-inch water main, and potential loop around the ice rink, with the waterline is proposed under the CUP. It is a necessity to move the existing pump station in order to install the gondola as currently proposed. Installing a larger capacity service line while relocating the pump station is proposed in order to allow for more snow making capacity within the water service. The preliminary water modeling results, attached, can be further evaluated with Town Engineering and Water Department to better understand the capacity of the Town's system to provide additional supply. This further analysis should include not only calibration of the piping network's hydraulics, but also the demands within the zone that coincide with the time that snow making is occurring. Although the information within the CUP indicates that flows for snow making may be acceptable up to 2400 gpm, it is understood that the proposed new pump station, water supply piping, and metering will ultimately be designed, following CUP approval, to be within an acceptable supply range that the Town water distribution can accommodate while also, of course, meeting all other demands on the system including fire flows.

Finally, it should be noted that Nelson Engineering and Snow King have evaluated other alternatives to provide additional snow making water supply. The alternatives evaluated include drilling a well at the base of Snow King;, re-use of the Town thaw well in Karns Meadow and re-implementation of the previously installed dedicated snow making transmission pipeline from Karns to Snow king; and even the possibility of a new well for snow making supply in Leeks Canyon on the south side of Snow King. These evaluations concluded that Snow King is best served, at least at present, by asking the Town to provide additional water supply, potentially up to 2400 gpm. However, at this time, Snow King simply is asking for the CUP to be approved with concurrence by the Town that additional supplies can be provided, with the flow rate of the additional supply be determined and approved with Town Engineering and Water Department concurrence during the construction permit process.

Please let me know if you have any questions.
Sincerely,



Dave Dufault, PE
Senior Project Manager

Encl.
cc. Ryan Stanley

Scenario	2020 Snow King
Max Month	Average August Flows
Flow Demand	800 gpm

ID	Label	Elevation (ft)	Zone	Demand Collection	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
1230	J-382	6,280.00	<None>	<Collection: 0 items>	(N/A)	(N/A)	(N/A)
385	J-65	6,280.00	157: Central	<Collection: 0 items>	0.6	6,373.00	40.2
521	J-340	6,272.00	158: West	<Collection: 0 items>	1.59	6,369.40	42.1
384	J-66	6,275.00	157: Central	<Collection: 0 items>	6.23	6,372.50	42.2
383	J-67	6,274.00	157: Central	<Collection: 0 items>	8.22	6,372.20	42.5
477	J-166	6,265.00	157: Central	<Collection: 0 items>	0.67	6,368.70	44.9
353	J-102	6,265.00	157: Central	<Collection: 0 items>	4.73	6,370.90	45.8
378	J-73	6,264.00	157: Central	<Collection: 0 items>	9.39	6,371.60	46.6
229	J-106	6,438.00	160: Pine	<Collection: 0 items>	5.73	6,548.90	48
386	J-64	6,261.00	157: Central	<Collection: 0 items>	12.25	6,372.00	48

Scenario	2020 Snow King (to new pump house 8" line)
Max Month	Average August Flows
Flow Demand	1500 gpm
Pump House Elevation	6280

ID	Label	Elevation (ft)	Zone	Demand Collection	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
1230	J-382	6,280.00	<None>	<Collection: 1 item>	1,500.00	6,330.70	21.9
521	J-340	6,272.00	158: West	<Collection: 0 items>	1.59	6,364.60	40.1
385	J-65	6,280.00	157: Central	<Collection: 0 items>	0.6	6,372.80	40.1
384	J-66	6,275.00	157: Central	<Collection: 0 items>	6.23	6,371.90	41.9
477	J-166	6,265.00	157: Central	<Collection: 0 items>	0.67	6,362.40	42.1
383	J-67	6,274.00	157: Central	<Collection: 0 items>	8.22	6,371.60	42.2
353	J-102	6,265.00	157: Central	<Collection: 0 items>	4.73	6,368.60	44.8
378	J-73	6,264.00	157: Central	<Collection: 0 items>	9.39	6,370.70	46.1
229	J-106	6,438.00	160: Pine	<Collection: 0 items>	5.73	6,546.00	46.7

Scenario	2020 Snow King (to new pump house 12" line)
Max Month	Average August Flows
Flow Demand	2500 gpm
Pump House Elevation	6280

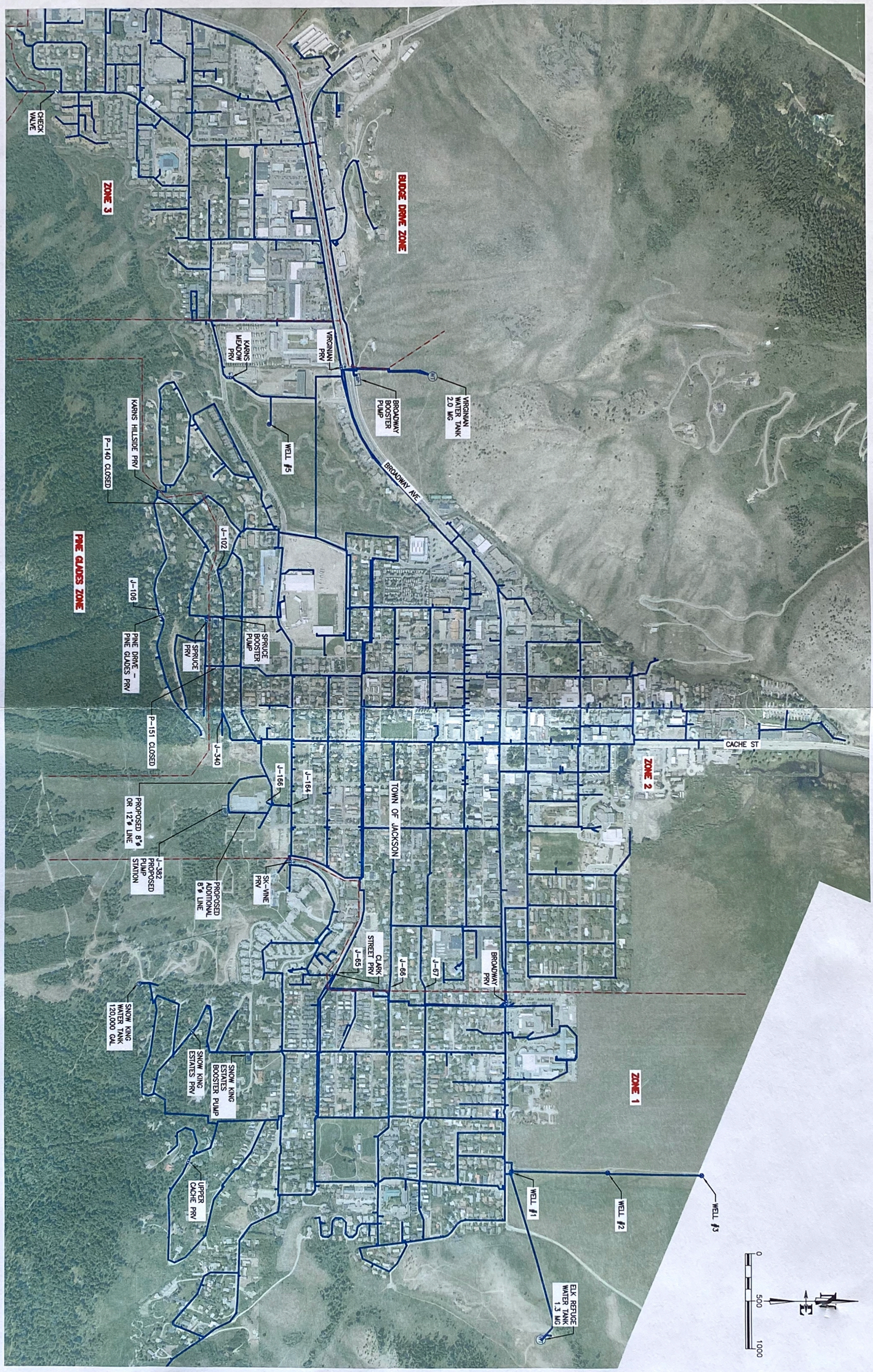
ID	Label	Elevation (ft)	Zone	Demand Collection	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
1230	J-382	6,280.00	<None>	<Collection: 1 item>	2,500.00	6,325.90	19.8
521	J-340	6,272.00	158: West	<Collection: 0 items>	1.59	6,354.40	35.7
477	J-166	6,265.00	157: Central	<Collection: 0 items>	0.67	6,348.60	36.1
385	J-65	6,280.00	157: Central	<Collection: 0 items>	0.6	6,372.30	39.9
384	J-66	6,275.00	157: Central	<Collection: 0 items>	6.23	6,371.10	41.6
383	J-67	6,274.00	157: Central	<Collection: 0 items>	8.22	6,370.50	41.8
1227	J-381	6,238.00	<None>	<Collection: 0 items>	25.76	6,335.30	42.1
353	J-102	6,265.00	157: Central	<Collection: 0 items>	4.73	6,364.60	43.1

Scenario	2020 Snow King (to new pump house with extra 8" line)
Max Month	Average August Flows
Flow Demand	2500 gpm
Pump House Elevation	6280

ID	Label	Elevation (ft)	Zone	Demand Collection	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
1230	J-382	6,280.00	<None>	<Collection: 1 item>	2,500.00	6,325.80	19.8
477	J-166	6,265.00	157: Central	<Collection: 0 items>	0.67	6,344.00	34.2
521	J-340	6,272.00	158: West	<Collection: 0 items>	1.59	6,356.50	36.6
385	J-65	6,280.00	157: Central	<Collection: 0 items>	0.6	6,372.40	40
384	J-66	6,275.00	157: Central	<Collection: 0 items>	6.23	6,371.10	41.6
383	J-67	6,274.00	157: Central	<Collection: 0 items>	8.22	6,370.60	41.8
476	J-164	6,245.00	157: Central	<Collection: 0 items>	0	6,344.00	42.8
353	J-102	6,265.00	157: Central	<Collection: 0 items>	4.73	6,365.20	43.3
229	J-106	6,438.00	160: Pine	<Collection: 0 items>	5.73	6,541.60	44.8

Key notes:
Pine Glades High Pressure System
P-140 Closed
P-151 Closed

S:\Proj\2019\336-01 (Town of Jackson - 2019 Water and Sewer Comprehensive Capacity - Civil\4 Drawings\Civil\Water Base\Mapping (Snow King Exhibit) - Mar 06 2020 10:52:27 am PLOTTED BY: alison DWG FORMAT: 23.0



DRAWING NO: EX. A	JOB TITLE: SNOW KING IMPROVEMENTS SNOW KING MOUNTAIN RESORT JACKSON, WYOMING	DRAWING TITLE: EXHIBIT A	**NELSON ENGINEERING** P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE / SURVEYED / ENGINEERED / DRAWN / CHECKED / APPROVED	REV.
JOB NO: 19-262-01					

From:	Al Zuckerman
To:	Brendan Conboy
Subject:	RE: Impacts of Snow King Operations on Cemetery
Date:	Tuesday, May 12, 2020 1:07:34 PM
Attachments:	image001.png

From: Brendan Conboy
Sent: Friday, May 08, 2020 2:03 PM
To: Al Zuckerman <AZuckerman@jacksonwy.gov>
Subject: Impacts of Snow King Operations on Cemetery

From: Brendan Conboy
Sent: Friday, May 8, 2020 12:45 PM
To: 'azuckerman@jacksonwy.com' <azuckerman@jacksonwy.com>
Subject: Impacts of Snow King Operations on Cemetery

Dear Mr. Zuckerman,

The Town is processing a request from Snow King Mountain Resort for a Conditional Use Permit for a zip line outdoor recreation operation on the eastern portion of SKMR adjacent to the cowboy coaster with a terminus near the Rafferty Center. The path of the zip line also runs parallel to the lot line for the cemetery. We are working with SKMR to develop an 'Operations Plan' to address issues like noise, hours of operation, etc., and I am reaching out to you to get a better idea of the impact a zip line or other recreation uses in the area may have on cemetery services. More specifically we would be grateful if you could provide some feedback on the following:

- How many services are held each month
  From May through October we average about 3 interments per month. During the winter we may have 1-3 interments, November thru April.
- How long, on average, is a typical service
  A typical service averages 30 to 45 minutes but a few go an hour.

- What time of day typically are services held
  Graveside services typically are held between 10 a.m. and 4 p.m.

- How much lead time do you have before a service, i.e. if you have a service on a Monday when are you made aware that a service is needed and start to prepare.
  Usually 3 days minimum in advance but a date may be set way ahead of time.
- Do the current recreation/amusement uses and associated noise have a negative/noticeable effect during cemetery services. Can the coaster or alpine slide for example be heard now?
  As you can imagine the noise (laughing, screaming, shouting, mechanical noise) for

some families can be very disturbing, distracting and seemingly disrespectful. For other families it doesn't appear to bother them. The noise generated by the mini-golf, alpine slide and coaster is currently most audible primarily for the east half of the cemetery.

In formulating the Operational Plan we envision a notification system in which the Town would notify Snow King of a funeral service during which time Snow King would suspend or mitigate operations to reduce noise, should that be an issue.

As you are aware, the amusement features are very close to the east cemetery fence line with cemetery plots being very close, as well. There have been times in the past when I had asked Ryan Stanley to shut down those features for the duration of the graveside service. This was especially the case when services were in close proximity to the east boundary of the cemetery. I would first ask the family if the features and accompanying noise were going to be an intrusion. If they said yes I would let Ryan know ahead of time when the service would take place and its duration. He was sympathetic to the situation and, in those instances, would comply and shut down. Oftentimes though, a family didn't have an issue with the noise and I would not contact him.

I am aware that shutting down the amusement features during peak times is costly and disruptive for Snow King. However, I think having an operational plan and formal agreement with Snow King to curtail or mitigate noise is very appropriate. Perhaps the ops plan could contain language that might create some flexibility, giving the family the discretion, on a case by case basis but still giving it the teeth to have Snow King comply at the family's and the Town's request.

Please feel free to call me or email me if you have any more questions.

Best,
Al Zuckerman
Cemetery Sexton
Aspen Hill Cemetery
Town Of Jackson
307-699-1091

E Snow King Ave

S Cache St

BUS/VEHICLE DROP-OFF

Bus Shelter

PICNIC SHELTER

HORSE SHOE PITS

PICNIC SHELTER

PICNIC SHELTER

- OPEN TURF-

RANGER BOULDER

RESTROOM

AMPHITHEATER/EVENT STAGE

Kiosk

UPDATED PLAYGROUND

TETON BOULDER PARK

SLACKLINE

RESTROOM

- OPEN TURF-

GONDOLA LIFT

Snow King Mountain Ticketing Building

SNOW KING ICE CENTER

KM6, LLC

Kiosk

TUBE LIFT

- OPEN TURF-

ASPEN CEMETERY
(Town of Jackson)

CCC'S TOWN HILL LOFTS, LLC

Winter Tubing
(3) Lanes

Unobstructed Winter Zone

SNOWKING MOUNTAIN RESORT

SNOW KING CENTER
(Town of Jackson)

Teton County • Jackson
PARKS & RECREATION
Join In The Fun!

PHIL BAUX PARK

(Town of Jackson - 7.155 Acres)

Re-development Masterplan

NORTH

Snow King Master Plan Comments- Teton County/Jackson Recreation Department
October 23, 2019

Recreational Amenities within Phil Baux Park:
As understood by reviewing the master plan application, the primary impact of infrastructure to Phil Baux Park is the lift/ticketing area. As presented, the existing Cougar lift appears to be replaced with a new lift within the same footprint. P&R sees no physical impact of this structure with both current and proposed plans for the public facility. We do however have concern with the scale and location of the adjacent plaza and ticketing building. The plaza area is designed and oriented based upon existing conditions. It must be understood that future public development of the Town's park may alter the circulation and access as illustrated in the master plan. Additionally, P&R has concern with the location and orientation of the ticket building. The current building is immediately adjacent to the playground and may pose safety and circulation conflict. The building is also oriented towards the mountain, creating a service or back door elevation to the park. We would suggest the building be incorporated within the existing hillside to the south and orient in a manner that is complimentary to the park. The plaza area should be designed to direct the pedestrian flow towards the lift/ticket area, and provide physical barriers that deter overflow in, or access through the playground and climbing boulders. Such barriers should be aesthetically designed to enhance the site character and sense of place and shall comply with current CPTED (Crime Prevention Though Environmental Design Standards).

The plan also illustrates a structure and public art as a gateway to the ticket/plaza area. P&R recommends wayfinding signage within the appropriate scale and character of the park, but not advertising or commercial branding within the park. Public art within the park shall be reviewed and approved by the Parks and Recreation Dept. prior to contract execution and installation.

Parking:
The plan as presented envisions the utilization of the existing parking in Phil Baux Park to support the plaza/lift area. It remains the intension of P&R to dramatically re-develop and modify this existing parking facility. P&R requests that it be made clear to the applicant that such alterations and modifications to parking are at the discretion of the department and Town, and approval of the plan will not memorialize or entitle parking location or rights. The department continues to recommend that adequate parking, inclusive of tour bus drop off and staging shall be made on Snow King Property, and not on Town property or public rights of way.

Use of Public Property and Assets:
P&R recommends as part of the review and approval of the proposed master plan, new leases and agreements be executed. These documents shall include, but not limited to, all physical improvements on public property, access to and through the public property to such physical improvements and

utilizing of public property for program uses (ie. Tube hill, parking, ski base, etc.) We strongly feel these agreements need to be in place prior to development and use to ensure appropriate financial consideration and park oversight is provided for the public.

Mountain Sports Complex:

The information provided in the master plan application does not provide enough detail to fully understand the use and intent of the proposal. The proximity and connection to TOJ infrastructure should require a higher level of review and understanding by the town to ensure public resources and infrastructure are compatible. In addition, we recommend the submittal of an operational, access, and management plan prior to approval of use.

May 29, 2020

Re: Snowking Mountain Conditional Use Permit/Phil Baux Park Master Plan

To: Tyler Sinclair, Town of Jackson Planning Commission, and Jackson Town Council

From: Teton County/Jackson Parks and Recreation Board and Steve Ashworth, Dept. Director

The TCJPR Board appreciate the opportunity to provide comment on the Snowking Mountain Conditional Use Permit. As an advisory board serving the Jackson Town Council and the Teton County Commissioners we strongly believe it is our responsibility to advocate for community recreation and the preservation of our public spaces and parks for the enjoyment of the community and our guests. The TCJPR board has held two recent public meetings to discuss the current CUP application and would like to provide the following comments in relation to Phil Baux Park and the Base of Snowking Mountain:

- The TCJPR Board appreciates this opportunity to provide comment and review, and requests that all future variations, alterations, requests and uses of Phil Baux Park or adjacent uses that impact Phil Baux Park be presented by the applicant to the board prior to Planning Commission and Jackson town Council;
- As Snowking Mountain moves forward with additional lifts, gondola and other improvements, it is imperative that their operations shall not impact the normal public use of the park, inclusive of Town of Jackson and TCJPR special events and programs;
- All improvements, activities and programs made or performed by Snowking Mountain at Phil Baux Park shall not encumber the Town of Jackson's and TCJPR's future use, modifications or alterations of the park outside what is covered by formal lease documents;
- All parking located within the boundaries of Phil Baux Park are for the use of park and Snowking Center users. Snowking Mountain shall not utilize or program public parking in these facilities in the support of mountain operations and programs. The TCJPR Board request Snowking Mountain provide a parking, bus drop off and pedestrian access plan and program as to how they will accommodate their guests outside of the town parking facilities;
- We strongly recommend that all ticketing operations for lifts and the gondola not be placed within Phil Baux Park, and recommend that all such ticketing operations remain at the main ticketing center already established near Snowking Resort;
- The TCJPR Board recommends that Snowking Mountain should be responsible for the design and development of improved east to west pedestrian access along Snowking Ave. This route needs to be more substantial, ADA compliant and serve as the primary route between east and west attractions. The improved pedestrian route adjacent to Snowking Ave. will also reduce impacts within the park and maintain public use and park character;
- We would request that the gondola's hours of operation for public and guest use stay consistent with standard park hours by closing at 6:00PM in the winter and 9:00PM in the summer. The

board recognizes the desire for Snowking Mountain to host unique events that may be outside those hours, and request that they be handled through the Town of Jackson Special Event application process. The Board would also suggest that said special events have a maximum number per year placed on them to maintain the integrity of the hours of operations;

- The board strongly feels that the gondola should be placed on the west side of the property (near One Town Hill), and be placed either on snowking Mountain property or the Southern edge of Phil Baux Park. The board is also happy to see the retaining of Cougar lift, and are comfortable having it remain as it is place currently. Placing the gondola on the west will preserve the park character, maintain a safe and separated use between park users and the uphill guests, and eliminate bisecting the park;
- The board request that the Planning Commission and Town Council work with Snowking Mountain to ensure that the various activities and attractions they provide does not negatively impact the park and associated public realm through ambient noise and lighting;
- Our last comment is to reiterate our opposition with any current or future consideration of the zipline on the west side of Snowking Mountain.

Thank you again for the opportunity to provide comment on the CUP application, and we are happy to provide any clarifications of our comments and future review as necessary.

Date: May 19, 2020

To: Town of Jackson Planning Commission
Cc: Jackson Town Council, Town of Jackson Planning Department

Re: Snowking Mountain Conditional Use Permit

On May 14, 2020 the Teton County/Jackson Parks and Recreation Board met to discuss the current Snowking Mountain CUP application. The board continues to have concern regarding the ongoing changes and moving parts of the application, and as a result the ability to provide meaningful input for the commission and council. The board is requesting the planning commission continue the item for additional time for public and agency comment. As of the time of the P&R board meeting we were reviewing out of date applications.

The P&R Board would also like to provide the following comments in regards to the preservation of the community use and character of Phil Baux Park:

- Parking within Phil Baux Park should be for the general public use and support park functions. Snowking Mountain should be required to provide adequate parking facilities to support their uphill use;
- Access to the gondola lift should not bisect the park and impact the public's use of the facility. The board would suggest looking at locating the gondola on the west edge of the property immediately adjacent to One Town Hill. This would also allow the existing cougar lift to remain as it currently sits;
- Future improvements and use of Phil Baux Park shall not be encumbered by the approval of the CUP application;
- Snowking Mountain shall provide adequate comfort facilities to accommodate their patrons such as restrooms, shelters, trash and recycling. These services and impacts should not be the responsibility of the park;
- A contiguous park feel and use shall be maintained from the east to the west and not encumbered by uphill activities or infrastructure;

Thank you,

Steve Ashworth, Director

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

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Sent: Friday, May 8, 2020 12:45 PM
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- What time of day typically are services held
  Graveside services typically are held between 10 a.m. and 4 p.m.

- How much lead time do you have before a service, i.e. if you have a service on a Monday when are you made aware that a service is needed and start to prepare.
  Usually 3 days minimum in advance but a date may be set way ahead of time.
- Do the current recreation/amusement uses and associated noise have a negative/noticeable effect during cemetery services. Can the coaster or alpine slide for example be heard now?
  As you can imagine the noise (laughing, screaming, shouting, mechanical noise) for

some families can be very disturbing, distracting and seemingly disrespectful. For other families it doesn't appear to bother them. The noise generated by the mini-golf, alpine slide and coaster is currently most audible primarily for the east half of the cemetery.

In formulating the Operational Plan we envision a notification system in which the Town would notify Snow King of a funeral service during which time Snow King would suspend or mitigate operations to reduce noise, should that be an issue.

As you are aware, the amusement features are very close to the east cemetery fence line with cemetery plots being very close, as well. There have been times in the past when I had asked Ryan Stanley to shut down those features for the duration of the graveside service. This was especially the case when services were in close proximity to the east boundary of the cemetery. I would first ask the family if the features and accompanying noise were going to be an intrusion. If they said yes I would let Ryan know ahead of time when the service would take place and its duration. He was sympathetic to the situation and, in those instances, would comply and shut down. Oftentimes though, a family didn't have an issue with the noise and I would not contact him.

I am aware that shutting down the amusement features during peak times is costly and disruptive for Snow King. However, I think having an operational plan and formal agreement with Snow King to curtail or mitigate noise is very appropriate. Perhaps the ops plan could contain language that might create some flexibility, giving the family the discretion, on a case by case basis but still giving it the teeth to have Snow King comply at the family's and the Town's request.

Please feel free to call me or email me if you have any more questions.

Best,
Al Zuckerman
Cemetery Sexton
Aspen Hill Cemetery
Town Of Jackson
307-699-1091

E Snow King Ave

S Cache St

BUS/VEHICLE DROP-OFF

Bus Shelter

PICNIC SHELTER

Restroom

AMPHITHEATER/EVENT STAGE

Kiosk

HORSE SHOE PITS

PICNIC SHELTER

PICNIC SHELTER

- OPEN TURF-

RANGER BOULDER

RESTROOM

UPDATED PLAYGROUND

TETON BOULDER PARK

SLACKLINE

KM6, LLC

RESTROOM

- OPEN TURF-

GONDOLA LIFT

Snow King Mountain Ticketing Building

SNOW KING ICE CENTER

Kiosk

TUBE LIFT

- OPEN TURF-

ASPEN CEMETERY
(Town of Jackson)

Winter Tubing
(3) Lanes

CCC'S TOWN HILL LOFTS, LLC

Unobstructed Winter Zone

SNOWKING MOUNTAIN RESORT

SNOW KING CENTER
(Town of Jackson)

Teton County • Jackson PARKS & RECREATION Join In The Fun!

PHIL BAUX PARK

(Town of Jackson - 7.155 Acres)

Re-development Masterplan

NORTH

Snow King Master Plan Comments- Teton County/Jackson Recreation Department
October 23, 2019

Recreational Amenities within Phil Baux Park:
As understood by reviewing the master plan application, the primary impact of infrastructure to Phil Baux Park is the lift/ticketing area. As presented, the existing Cougar lift appears to be replaced with a new lift within the same footprint. P&R sees no physical impact of this structure with both current and proposed plans for the public facility. We do however have concern with the scale and location of the adjacent plaza and ticketing building. The plaza area is designed and oriented based upon existing conditions. It must be understood that future public development of the Town's park may alter the circulation and access as illustrated in the master plan. Additionally, P&R has concern with the location and orientation of the ticket building. The current building is immediately adjacent to the playground and may pose safety and circulation conflict. The building is also oriented towards the mountain, creating a service or back door elevation to the park. We would suggest the building be incorporated within the existing hillside to the south and orient in a manner that is complimentary to the park. The plaza area should be designed to direct the pedestrian flow towards the lift/ticket area, and provide physical barriers that deter overflow in, or access through the playground and climbing boulders. Such barriers should be aesthetically designed to enhance the site character and sense of place and shall comply with current CPTED (Crime Prevention Though Environmental Design Standards).

The plan also illustrates a structure and public art as a gateway to the ticket/plaza area. P&R recommends wayfinding signage within the appropriate scale and character of the park, but not advertising or commercial branding within the park. Public art within the park shall be reviewed and approved by the Parks and Recreation Dept. prior to contract execution and installation.

Parking:
The plan as presented envisions the utilization of the existing parking in Phil Baux Park to support the plaza/lift area. It remains the intension of P&R to dramatically re-develop and modify this existing parking facility. P&R requests that it be made clear to the applicant that such alterations and modifications to parking are at the discretion of the department and Town, and approval of the plan will not memorialize or entitle parking location or rights. The department continues to recommend that adequate parking, inclusive of tour bus drop off and staging shall be made on Snow King Property, and not on Town property or public rights of way.

Use of Public Property and Assets:
P&R recommends as part of the review and approval of the proposed master plan, new leases and agreements be executed. These documents shall include, but not limited to, all physical improvements on public property, access to and through the public property to such physical improvements and

utilizing of public property for program uses (ie. Tube hill, parking, ski base, etc.) We strongly feel these agreements need to be in place prior to development and use to ensure appropriate financial consideration and park oversight is provided for the public.

Mountain Sports Complex:

The information provided in the master plan application does not provide enough detail to fully understand the use and intent of the proposal. The proximity and connection to TOJ infrastructure should require a higher level of review and understanding by the town to ensure public resources and infrastructure are compatible. In addition, we recommend the submittal of an operational, access, and management plan prior to approval of use.

May 29, 2020

Re: Snowking Mountain Conditional Use Permit/Phil Baux Park Master Plan

To: Tyler Sinclair, Town of Jackson Planning Commission, and Jackson Town Council

From: Teton County/Jackson Parks and Recreation Board and Steve Ashworth, Dept. Director

The TCJPR Board appreciate the opportunity to provide comment on the Snowking Mountain Conditional Use Permit. As an advisory board serving the Jackson Town Council and the Teton County Commissioners we strongly believe it is our responsibility to advocate for community recreation and the preservation of our public spaces and parks for the enjoyment of the community and our guests. The TCJPR board has held two recent public meetings to discuss the current CUP application and would like to provide the following comments in relation to Phil Baux Park and the Base of Snowking Mountain:

- The TCJPR Board appreciates this opportunity to provide comment and review, and requests that all future variations, alterations, requests and uses of Phil Baux Park or adjacent uses that impact Phil Baux Park be presented by the applicant to the board prior to Planning Commission and Jackson town Council;
- As Snowking Mountain moves forward with additional lifts, gondola and other improvements, it is imperative that their operations shall not impact the normal public use of the park, inclusive of Town of Jackson and TCJPR special events and programs;
- All improvements, activities and programs made or performed by Snowking Mountain at Phil Baux Park shall not encumber the Town of Jackson's and TCJPR's future use, modifications or alterations of the park outside what is covered by formal lease documents;
- All parking located within the boundaries of Phil Baux Park are for the use of park and Snowking Center users. Snowking Mountain shall not utilize or program public parking in these facilities in the support of mountain operations and programs. The TCJPR Board request Snowking Mountain provide a parking, bus drop off and pedestrian access plan and program as to how they will accommodate their guests outside of the town parking facilities;
- We strongly recommend that all ticketing operations for lifts and the gondola not be placed within Phil Baux Park, and recommend that all such ticketing operations remain at the main ticketing center already established near Snowking Resort;
- The TCJPR Board recommends that Snowking Mountain should be responsible for the design and development of improved east to west pedestrian access along Snowking Ave. This route needs to be more substantial, ADA compliant and serve as the primary route between east and west attractions. The improved pedestrian route adjacent to Snowking Ave. will also reduce impacts within the park and maintain public use and park character;
- We would request that the gondola's hours of operation for public and guest use stay consistent with standard park hours by closing at 6:00PM in the winter and 9:00PM in the summer. The

board recognizes the desire for Snowking Mountain to host unique events that may be outside those hours, and request that they be handled through the Town of Jackson Special Event application process. The Board would also suggest that said special events have a maximum number per year placed on them to maintain the integrity of the hours of operations;

- The board strongly feels that the gondola should be placed on the west side of the property (near One Town Hill), and be placed either on snowking Mountain property or the Southern edge of Phil Baux Park. The board is also happy to see the retaining of Cougar lift, and are comfortable having it remain as it is place currently. Placing the gondola on the west will preserve the park character, maintain a safe and separated use between park users and the uphill guests, and eliminate bisecting the park;
- The board request that the Planning Commission and Town Council work with Snowking Mountain to ensure that the various activities and attractions they provide does not negatively impact the park and associated public realm through ambient noise and lighting;
- Our last comment is to reiterate our opposition with any current or future consideration of the zipline on the west side of Snowking Mountain.

Thank you again for the opportunity to provide comment on the CUP application, and we are happy to provide any clarifications of our comments and future review as necessary.

Date: May 19, 2020

To: Town of Jackson Planning Commission
Cc: Jackson Town Council, Town of Jackson Planning Department

Re: Snowking Mountain Conditional Use Permit

On May 14, 2020 the Teton County/Jackson Parks and Recreation Board met to discuss the current Snowking Mountain CUP application. The board continues to have concern regarding the ongoing changes and moving parts of the application, and as a result the ability to provide meaningful input for the commission and council. The board is requesting the planning commission continue the item for additional time for public and agency comment. As of the time of the P&R board meeting we were reviewing out of date applications.

The P&R Board would also like to provide the following comments in regards to the preservation of the community use and character of Phil Baux Park:

- Parking within Phil Baux Park should be for the general public use and support park functions. Snowking Mountain should be required to provide adequate parking facilities to support their uphill use;
- Access to the gondola lift should not bisect the park and impact the public's use of the facility. The board would suggest looking at locating the gondola on the west edge of the property immediately adjacent to One Town Hill. This would also allow the existing cougar lift to remain as it currently sits;
- Future improvements and use of Phil Baux Park shall not be encumbered by the approval of the CUP application;
- Snowking Mountain shall provide adequate comfort facilities to accommodate their patrons such as restrooms, shelters, trash and recycling. These services and impacts should not be the responsibility of the park;
- A contiguous park feel and use shall be maintained from the east to the west and not encumbered by uphill activities or infrastructure;

Thank you,

Steve Ashworth, Director

CONDITIONAL USE PERMIT– APPROVED w CONDTITIONS

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.

SUBMITTED

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., aquipher 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.

SUBMITTED

Project Plan Review History

PLANNING

Project Number	P19-242	**Applied**	2/10/2020	STOL
Project Name	CUP - Snow King Gondola, Cougar ligt, lighting	**Approved**		
Type	CUP	**Closed**		
Subtype	OUTDOOR RECREATION	**Expired**		
Status	STAFF REVIEW	**Status**		

Applicant Ryan Stanley **Owner** TOWN OF JACKSON, WYOMING

Site Address	City	State	Zip
100 E SNOW KING AVENUE	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
MEADOWLAND	22411634247001	

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Building Kelly Sluder (10/23/2019 9:25 AM KS) All construction will be required to meet the Town of Jackson's current building code and the proper permits shall be obtained prior to construction.	APPROVED W/CONDITI	10/21/2019	11/11/2019	10/23/2019	
Building Kelly Sluder (2/13/2020 9:13 AM KS) All construction will be required to meet the Town of Jackson's current building code and the proper permits shall be obtained prior to construction.	APPROVED W/CONDITI	2/10/2020	3/2/2020	2/13/2020	
Fire Kathy Clay (3/2/2020 3:20 PM CLAY) WIll require electrical review	APPROVED W/CONDITI	2/10/2020	3/9/2020	3/2/2020	see notes
Joint Housing Dept Stacy Stoker (3/12/2020 10:45 AM SAS) The applicant has indicated that no new employees will be generated because they are merely replacing existing infrastructure. In my experience, a chairlift is very different than a gondola when it comes to employee generation. While a chairlift normally needs one to two employees at the top and at the bottom, a gondola needs about six at each landing station. The Housing Department suggests that an independent calculation be done to calculate employee generation to determine if there is a housing requirement. (5/19/2020 10:16 AM SAS) The applicant has explained their position that no new employees will be needed for the gondola because two lifts are being replaced. The Housing Department is comfortable with their explanation	APPROVED W/CONDITI	2/10/2020	3/13/2020	3/12/2020	see notes
Legal Lea Colasuonno		2/10/2020	3/13/2020		
Parks and Rec Steve Ashworth		2/10/2020	3/13/2020		

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks
Notes					
Pathways	APPROVED W/CONDITI	2/10/2020	3/13/2020	4/28/2020	

Brian Schilling

P19-242 – 100 E. Snow King Ave. – Snow King Gondola CUP

Comments from Teton County/TOJ Pathways Department

Status: approved with conditions

- Connectivity
  - Connectivity for bicyclists, pedestrians, and other non-motorized forms of mobility should take a high priority for a resort property. This is applicable to both internal connectivity with the resort area itself as well as external connectivity to surrounding streets, public parks, transit access, trailheads, and downtown.
  - This application seems to focus on just the area around the gondola base and does not extend improvements beyond the immediate sidewalks or into the parking lot. Recognizing this, staff recommends that future planning efforts need to further consider and prioritize safe and convenient pedestrian and bicycle connections extending through the parking lot and out onto Snow King Ave. Please see the comments provided in the Resort Master Plan Amendment application P19-201 for further details. (And also for comments on parking, travel demand management, and overall circulation).
- Bike Parking
  - Given the location, type of use, and parking plan of the proposed development, staff expects that there will be a high demand for bicycle parking. Staff recommends that at least 10 bike parking spaces be provided (8 U-racks) for short-term bike parking needs. Staff does not envision a significant need for long-term bike parking with this proposed development.
  - Short-term parking (for visitors or guests parking for a few hours or less): the recommended style for short-term bike parking is one or more “single inverted-U” racks. “Wave,” “ribbon,” and “toaster” style racks shall not be used. The best location for a rack area is immediately adjacent to the destination it serves. Bike parking should be hardscaped and should not obstruct pedestrian flow.
  - The bike parking should be constructed on a concrete pad. A grass surface will quickly deteriorate into mud from foot traffic during wet seasons andwill be difficult to keep clear of snow. Also a concrete surface will provide a more secure mounting surface for the racks and will discourage theft.
  - Rack type and storage locations should be shown on site plans.
  - Staff supports including the bike parking towards the landscape surfacing requirement so that switching from grass to hardscape for the bike parking does not detract from the applicant’s landscape requirements. Conversion of a car parking spot to bike parking would also be supported.
  - Jackson Hole Community Pathways will be happy to provide additional background information and guidance on site selection, layout, rack selection, and rack installation.
- Connection to the USFS hike/bike trails
  - The proposed connections to the hike/bike trails look fine.
  - Revegetation and reseeding efforts should be monitored closely. There have been issues with proper revegetation in the base area in the past.
- Base Area/Phil Baux Park
  - Comments excerpted from the Resort Master Plan Amendment application P19-201. Again, recognizing that the proposed development does not extend beyond the immediate area around the gondola base, some of these are for future development and redesign of the Phil Baux base area.
  - The Phil Baux Park/base area has the potential to be a hub for community events and a high-quality public space. When redesigning the base area, while it will be important to provide multi-modal connectivity and ADA access, it is also critical to do so without sacrificing the public experience (especially for pedestrians) and the overall quality of the public space.
  - When it comes time to design the details for vehicular access to destinations such as the base area, Phil Baux Park, gondola access, the events center, etc., extra care must be used to ensure that these areas are not degraded by making them essentially into vehicle dropoff zones where a continuous stream of idling cars makes the whole area inhospitable for all other users. These spacesshould be prioritized for the people actually using them, not for the convenience of the car drivers trying to access them.
- Thank you for the opportunity to comment on this project. I would be happy to coordinate with the applicant on any of the comments provided, and I look forward to any opportunity to assist the applicant in incorporating improvements for bicyclists and pedestrians into future plans.

Planning		2/10/2020	3/13/2020		
Tyler Sinclair					

Type of Review / Contact / Notes	Status	Dates			Remarks
		Sent	Due	Received	
Police Todd Smith		2/10/2020	3/13/2020		
Police Todd Smith	NO COMMENT	10/21/2019	11/11/2019	10/29/2019	
Public Works Brian Lenz	APPROVED W/CONDITI	2/10/2020	4/30/2020	4/30/2020	

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes
(4/30/2020 8:28 AM BTL)
CONDITIONAL USE PERMIT– APPROVED w CONDTITIONS

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

4/30/2020
Brian Lenz, 733-3079

DATE OF SUBMITTAL: February 26, 2019
DATE OF MATERIALS:
REVISION NO.:

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

CONDITIONS OF APPROVAL:
1. The proposed Gondola shall be sited to minimize grading disturbance.
2. Prior to presenting to Town Council for approval,
3. Prior to presenting to the Town Council for approval:
a. Provide a map showing the full length of the gondola.
b. Provide a visual impact analysis for the base area, including the full length of the gondola.
c. Provide a “heatmap” showing grading limits and magnitude of cuts and fills.
d. Provide a map showing all the easements and agreements for the impacted properties and references to their relevant documents. Provide a compilation of all the referenced documents.
e. Provide a statement that 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 building or grading permits for the Gondola.
4. Prior to Town Council Approval of the CUP, 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. Existing snow making areas and corresponding volumes of water used and in what timeframe. Identify the supply zone.
b. Proposed snow making areas and proposed volumes of water needed and in what time frame. Identify the supply zone.
c. Hydraulic analysis of the existing supply system including hydrant flow testing and calibration of the model.
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.
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.
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.
g. If approved, additional controls or line upgrades may be required to maintain adequate service to the town.
5. 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.
6. 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.
7. Provide access to the ski lodge and event center on the east side of the Gondola, via stairs or ramps.
8. 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.
9. 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.
10. LDRs 5.4.1 Bond for Required Improvements. Prior to the issuance of any building permit pursuant to this Section, the applicant

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes

shall post a performance bond for all restorative andmitigative treatments pursuant to Sec. 8.2.11

Project Comments:
The current application is for a proposed gondola at the base of Snow King essentially located in Phil Baux Park. The project should be considered with the future of the park in mind and all of the year-round users of the park. The following comments address the foreseen issues, challenges, and possibilities for the proposed gondola and surrounding area.

1. If the location of the booster pump station is located on Town property, the Town should provide access and utility easements to the station. Public works recommends the applicant consider a location on their property for the booster pump station, perhaps bunker style into the hillside.
2. There are no public restrooms located on the east side of the park and new facilities should be included or planned for prior to installing permanent improvements.
3. Plans for the park area must provide for vehicular and equipment access to the gondola and the event center facilities from the west.
4. Conflicts with expansion to the ski lodge or events center should be considered.
5. Pedestrian access from any parking to the gondola and event center in both winter and summer should be provided. Consideration for crossing the tubing park must me made. Plowed or covered access in the winter is recommended.
6. Space for pick up and drop off of equipment, kids, disabled, etc. should be provided such that travel lanes on the roads are not impeded.
7. Accessible parking and access for the gondola and park facilities should be provided.
8. Consideration for the ski club's access and storage needs.
9. Consideration for bike access to the mountain through the park that avoids conflicts with park users and pedestrians. Some of those mountain bikers like to ride fast regardless.
10. Consideration for managing and facilitating large events, e.g. hill climb, summer concerts, people's market, hockey games/tournaments, etc.
11. Consideration for integration with apossible future parking garage to the east.
12. Consideration for informational signs and kiosk locations.
13. Consideration for parking and access to the One Town Hill property.

START NO COMMENT 2/10/2020 3/13/2020 3/11/2020
Darren Brugmann
Brendan –

I do not see this Transit Stop relocation from present location as problematic. In fact, I support this location over the current.

I assume the cost to move, establish the new location is responsibility of others than START/TOJ.

Darren.
(4/30/20)

(3/11/2020 2:21 PM STOL)
No Comments from START at this time.

Darren.

PLANNING PERMIT APPLICATION
Planning & Building Department

150 E Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
www.townofjackson.com

For Office Use Only

Fees Paid_____ Date & Time Received _____

Application #s _____ _____ _____

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

PROJECT.

Name/Description: Snow King Gondola

Physical Address: 100 E. Snow King Ave

Lot, Subdivision: PT NW1/4SW1/4, SEC. 34, TWP. 41, RNG. 11 PIDN: 22-41-16-34-3-00-003

PROPERTY OWNER.

Name: Snow King Mountain Resort LLC Phone: 307 734-3351

Mailing Address: PO Box 1846 ZIP: 83001

E-mail: ryan@snowkingmountain.com

APPLICANT/AGENT.

Name: Ryan Stanley Phone: 307 734-3351

Mailing Address: PO Box 1846 ZIP: 83001

E-mail: ryan@snowkingmountain.com

DESIGNATED PRIMARY CONTACT.

_____Property Owner X_____Applicant/Agent

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

Use Permit

_____Basic Use

X_____Conditional Use

_____Special Use

Relief from the LDRs

_____Administrative Adjustment

_____Variance

_____Beneficial Use Determination

_____Appeal of an Admin. Decision

Physical Development

_____Sketch Plan

_____Development Plan

_____Design Review

Subdivision/Development Option

_____Subdivision Plat

_____Boundary Adjustment (replat)

_____Boundary Adjustment (no plat)

_____Development Option Plan

Interpretations

_____Formal Interpretation

_____Zoning Compliance Verification

Amendments to the LDRs

_____LDR Text Amendment

_____Map Amendment

Miscellaneous

_____Other:_____

_____Environmental Analysis

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

Pre-application Conference #: Sept. 10, 2019

Environmental Analysis #:

Original Permit #:

Date of Neighborhood Meeting: July 31, 2019

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

Have you attached the following?

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

X **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.

X **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

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

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

Signature of Property Owner or Authorized Applicant/Agent

Oct 8, 2019
Date

Ryan Stanley
Name Printed

Vice President
Title

LETTER OF AUTHORIZATION

Snow King Resort Master Association, "Owner" whose address is: _____
400 E. Snow King Ave, Jackson, WY 83001
(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)
_____, as the owner of property more specifically legally described as: _____
PT NW 1/4 SW 1/4, Sec. 34, TWP. 41, RNG 116, Tract B
_____
(If too lengthy, attach description)

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

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

OWNER: Max C. Chapman
(SIGNATURE) (SIGNATURE OF CO-OWNER)
Title: President
(if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner)

STATE OF Wyoming)
)SS.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Max Chapman Jr. this 13 day of August, 2019.
WITNESS my hand and official seal.

(Seal)

(Notary Public)
My commission expires: Feb 13, 2021

ALICIA ALFARO NOTARY My Commission Expires February 13, 2021 PUBLIC TETON COUNTY, WYOMING

SNOW KING MOUNTAIN RESORT since 1938

October 1, 2019

Ryan Stanley
Vice President & General Manager
Snow King Mountain Resort

Tyler Sinclair
Town of Jackson Planning Director
PO Box 1687
Jackson, WY 83001

Re: Snow King Gondola Conditional Use Permit

Dear Tyler,

This letter is to serve as a narrative description of the proposed gondola installation at the base of Snow King Mountain. Included with this letter and conditional use permit application is a draft grading plan for the site that visually illustrates the proposed changes to the base of the mountain.

We are seeking to replace the existing Summit and Cougar ski lifts with a detachable gondola to replace aging infrastructure that is nearing the end of its functional life. This new aerial tramway will safely and comfortably transport guests to the summit of Snow King Mountain for summer and winter recreation as well as enjoying the spectacular views of Jackson Hole.

The gondola is proposed to be located at the site of the existing Cougar chair lift with a small plaza to accommodate guests loading and unloading the gondola directly adjacent to the North. A buffer zone between the existing concrete pathway adjacent to the play structure, and the gondola staging area is proposed with landscaping and seating on both sides to match the adjacent landscaping in the park. The patio area adjacent to the gondola will be at or near street grade to provide efficient ADA access to the gondola. A small ticket booth will be located on this plaza as well as a map of the resort and informational signage.

In order to create more open space at the base of the mountain we are proposing to relocate the existing snowmaking pump house to the South of the Snow King Sports and Events Center. In moving the snowmaking facilities associated pipes and utilities will be re-routed to this location.

All of the dirt excavated for the gondola will be pushed uphill and used to create a smooth even grade at the base of the existing ski slope as it transitions to the parking lot at the base of the mountain. Following construction new pathways will be created to access trails leading up the mountain and the Lodge Room. A sprinkler system and sod will be installed to create a large open field that will transition into native grass further up the hill.

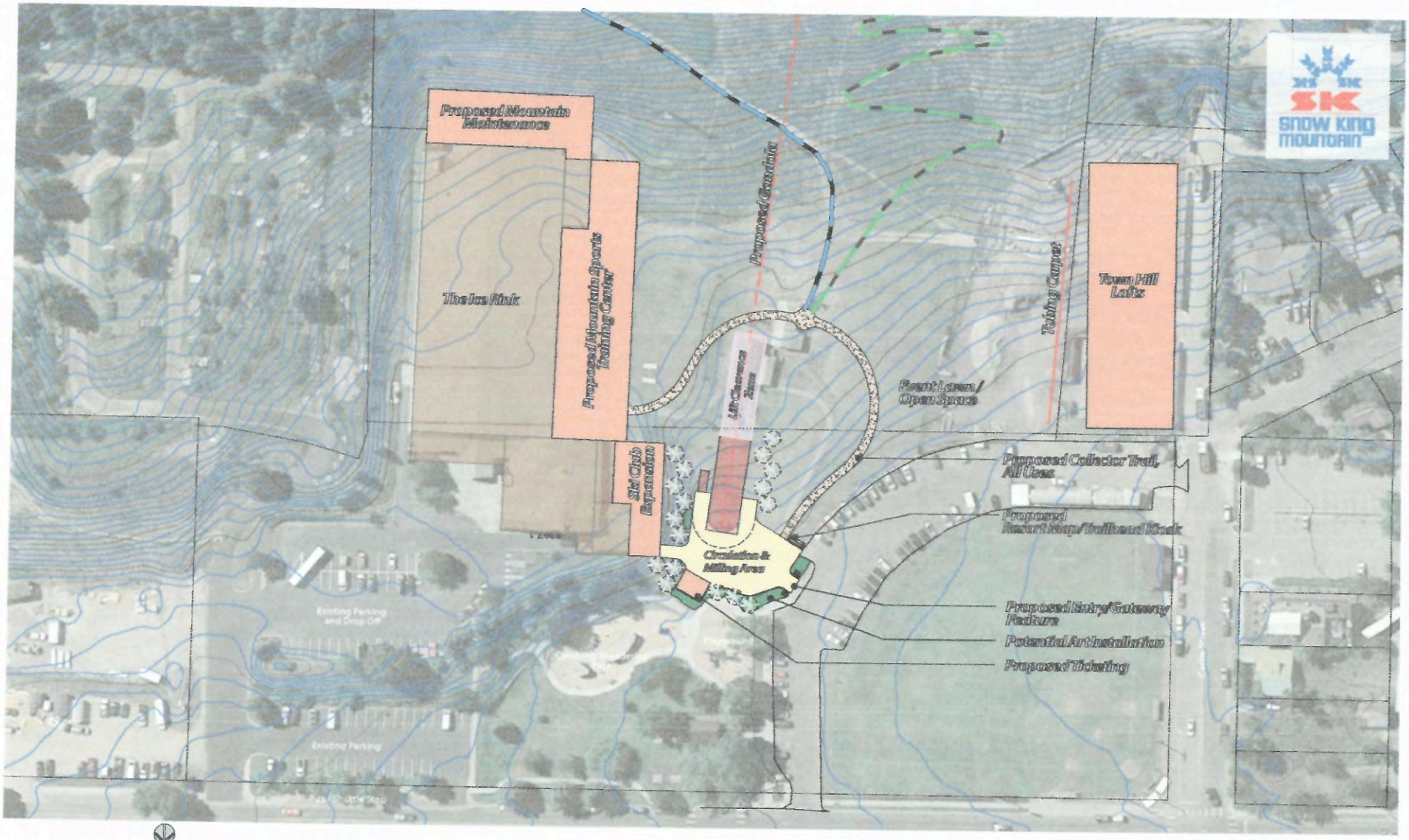
SNOW KING MOUNTAIN RESORT since 1939

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

We believe this project, along with others proposed on the mountain, will help ensure the viability of Wyoming's oldest ski area for decades to come.

Sincerely,

Ryan Stanley



West Portal and Phil Baux Park Concept Plan

JULY 2019

TOWN OF JACKSON
PHIL BAUX PARK

TICKET OFFICE

PROPOSED GONDOLA

EXISTING STORM SEWER, TYP.
(APPROXIMATE LOCATION)

STORM SEWER TO TOWN
STORM SEWER SYSTEM

SPORTS & EVENTS CENTER
SEWER COLLECTOR TO BE
RELOCATED

CCC'S TOWN
HILL LOFTS

SNOW KING MOUNTAIN
RESORT, LLC

TOWN OF JACKSON
SNOW KING SPORTS
& EVENTS CENTER

SNOW MAKING
WATERLINES TO
BE INSTALLED

NEW SNOW MAKING
PUMP STATION

0+00

1+00

2+00

3+00

4+00

0 30 60

N E

359
6275.38
Building Corner

376
6279.39
Building Corner

434
6276.59
Building Offset

4
6321.76
FNDr&k PS

6235.10
FNDbc PNS 164

DATE	10/18/2019	REV.
SURVEYED	NE	
ENGINEERED	PPD	
DRAWN	PPD	
CHECKED	DD	
APPROVED	DD	

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

DRAWING TITLE
UTILITY PLAN OVERVIEW

JOB TITLE
SNOW KING GONDOLA
SNOW KING MOUNTAIN RESORT
JACKSON, WY

DRAWING NO
C1.0

JOB NO
19-262-01

S:\Proj\2019\262-01 (Snow King Mountain Resort - Summit Access Road - Civil\V4 Drawings\Civil\UTILITY.dwg (C1.0 UTILITY PLAN OVERVIEW) - Oct 18 2019 04:19:07 pm PLOTTED By dcoster DWG FORMAT: 23.0

EXISTING SNOW MAKING PUMP STATION TO BE RELOCATED

GONDOLA CENTERLINE

SUMMIT CHAIRLIFT TO BE RELOCATED

ACCESS RESTRICTION FENCING

PEDESTRIAN WALKWAY

PARKING TO REMAIN

PARKING TO REMAIN

TICKET OFFICE

OPERATOR SHACK

GONDOLA LOADING PLAZA

BENCH SEATING

LANDSCAPING AREA

EXISTING PLAYGROUD

EXISTING COUGAR CHAIRLIFT TO BE REMOVED

EXISTING BOULDER PARK

SKI LODGE

PROPERTY BOUNDARY (TYP.)

0 15 30

DATE	10/18/2019
SURVEYED	NE
ENGINEERED	FPD
DRAWN	FPD
CHECKED	DD
APPROVED	DD

REV.

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

DRAWING TITLE
BASE STATION SITE PLAN

JOB TITLE
SNOW KING GONDOLA
SNOW KING MOUNTAIN RESORT
JACKSON, WY

DRAWING NO
C2.0

JOB NO
19-282-01

S:\Proj\2019\282-01 (Snow King Mountain Resort - Summit Access Road - Civil\4 Drawings\Civil\NSGH-GONDOLA-BASE.dwg (C2.0 BASE STATION SITE PLAN - Oct 18 2019 04:39:00 pm PLOTTED BY: dester DWG FORMAT: 23.0

April 2, 2020

Ryan Stanley
Vice President
Snow King Mountain Resort
Jackson, WY 83001

Tyler Sinclair
Town of Jackson Community Development Director
PO Box 1687
Jackson, WY 83001

RE: Gondola CUP Additional Information

Dear Tyler,

I am writing to provide additional information to accompany the submission of the Snow King Gondola Conditional Use Permit as requested by the planning department.

If all approvals are received in the coming year, we anticipate construction to commence on the proposed gondola project in the spring of 2021.

A complete lighting plan for construction will be submitted with the building and grading plans as part of the grading permit for the project; however, we would like to provide some additional information on the proposed lighting changes for night skiing. Currently, nearly all of the lights on the lower portion of the mountain on the Summit lift side are located on the lift towers of the Summit and Cougar lifts. The current lighting on in this area is below standards for night skiing in the industry due to the relatively few magnetic induction lights that are relatively far apart.

In 2014, Snow King Mountain worked with the Jackson Hole Ski and Snowboard Club and Energy Conservation works to replace the old metal halide lights on this side of the mountain with magnetic induction lights. These “snow bright” magnetic induction lights are 40% more energy efficient and produce 60% less light pollution, substantially reducing the impacts on night lighting on residents and wildlife. The system allows for lower light intensity without sacrificing human visual perception. The diffuse, soft light reduces reflection and wasted light while maximizing the light needed by skiers and riders. The output system allows light to be directed at the snow at such an angle that is transmitted laterally. This technology replaces intense blotches of light with uniform slope illumination. As a result, glare is reduced for the neighboring community and the visual experience for users is enhanced.

While this project was completed and all the lights in this area were replaced, the ultimate goal of achieving a first class night lighting system for ski race training was not achieved due to budget limitations that forced the project to concentrate on simply replacing existing lights and not executing the lighting plan that was designed to achieve this objective. Due to the elimination of a substantial number of lift towers associated with this project we have proposed to add a number of fixed light poles on the mountain

as suggested in the original lighting plan for the ski club project in 2014. Upgrading the light to the proposed plan entails adding an additional 13-20 free standing light poles on the mountain depending on the ability to place lights on trees in certain locations and approximately 30 additional lights beyond the existing number of lights in this area. Each of these lights is 300 watts. Trees will be used wherever possible in order to minimize additional obstacles on the mountain; however, in order to create a quality night skiing experience, the consistent spacing of lights is essential and as such additional poles are required.

We would like to further explain why no additional year-round employees will be generated by this development as discussed in the application. We typically employ two lift operations and maintenance managers, one supervisor, and five maintenance individuals for the operation of our 3 ski lifts and two magic carpets. This team is qualified to maintain and operate the proposed gondola in addition to providing training to the gondola operators. The proposed gondola project involves eliminating both the Cougar lift and Summit lift and replacing them with a detachable gondola. Both a gondola and lift require the same number of seasonal lift operators, and therefore we expect to have a reduction in the number of seasonal employees associated with this project. We do not anticipate any change with respect to year-round employees for the maintenance of the gondola as we will use the additional bandwidth from maintaining one less lift to do additional required gondola maintenance. When this analysis is entered into the employee housing calculation formula no additional employee housing is required.

Sincerely,

Ryan Stanley

NELSON
ENGINEERING since 1964
Professional Engineers & Land Surveyors
JACKSON, WY • BUFFALO, WY WWW.NELSONENGINEERING.NET

March 26, 2020 PG/19-262

Ryan Stanley
Snow King Mountain Resort
Via email

RE: Proposal/Letter Agreement for Geotechnical Investigation, New Gondola Base Station, Snow King Mountain

Ryan:

As requested, this is a proposal for the performance of a geotechnical investigation for the proposed Gondola Base Station.

PROJECT DESCRIPTION

The proposed gondola base is located at the base of Snow King mountain. The existing Cougar lift base station will be removed and the Gondola base constructed in roughly the same location. Existing site topography consists of relatively steep manmade cut slopes to the east leading up to the events center and native undisturbed slopes of less than 20% to the south. Geologic mapping shows surficial deposits of wind-deposited loess at the base of the mountain and the project site. Wyoming Geologic Survey landslide mapping the multiple slump/multiple flow type landslide on the north face of Snow King is located about 200 feet upslope of the site.

Proposed grading will consist of a flat pad for the gondola base and excavated cuts forming a compression pit upslope to the south. Slopes of 3:1 form the pit on the south and blend into the existing steeper cuts to the east. Our project experience in the area and geologic mapping inform our expectation of subsurface profiles consisting of loess overlying stony colluvium. Stability of the local and global slopes is anticipated to be satisfactory based on site geometry and anticipated soil profiles.

SCOPE OF SERVICES

Our proposed services are as follows:

1. **Underground Utility Locates:** Nelson Engineering will call One Call of Wyoming to notify external utility companies of the proposed test pit excavations. External utilities typically include the Town of Jackson, Lower Valley Energy, gas, and telecommunications.

1. **Subsurface Investigation:** The investigation will consist of drilling three borings. Borings will be located from south to north as follows: within the base footprint, near the upper extent of the proposed compression pit, upslope of the pit grading south of the Summit base station. Boring depth will be determined by preliminary slope

stability analysis failure surfaces. Borings will be advanced with a truck mounted drill rig using hollow and or solid flight augers. Minor grading performed by Snow King may be required to provide truck drill rig access. Split spoon drive samples will be collected at designated intervals throughout the drilling process. Shelby tube and California samplers will be utilized to collect relatively undisturbed samples in softer soils. Drilling and sampling will be supervised by a professional geologist or geotechnical engineer. Drilling conditions, groundwater conditions, and samples will be carefully logged; selected samples will be laboratory tested as deemed necessary to determine engineer design parameters. A flush-mount monitoring well will be installed in a boring.

2. **Geotechnical Report:** The final work product will be a geotechnical report conforming to the International Building Code 2018 containing descriptions of general subsurface conditions including soil types and groundwater conditions, geotechnical foundation recommendations, assessments and general earthwork recommendations. **Static and seismic global slope stability analysis will be performed to verify local slope stability in the Snow King Base area.**

FEE AND PAYMENT TERMS

Nelson Engineering will perform the proposed scope of services described in above for a lump sum fee of **$14,900**. You will receive monthly billings for work in progress based upon estimated progress. This financial arrangement is based upon the prompt payment of our bills and orderly, continuous progress of the project. Nelson Engineering reserves the right to stop work if invoices remain unpaid 60 days past the date of the invoice. Past due invoices will be charged finance charges in accordance with the terms set forth in the General Provisions to Supplement Letter of Agreement Between Engineer and Client attached as Exhibit A.

PERFORMANCE SCHEDULE

Work to be performed in the summer or fall of 2020. Drill rig scheduling may require one month or more lead time. Report delivery will be within one month of completing the field investigation. If there are protracted delays for reasons beyond our control, we will negotiate with you an equitable adjustment of the completion dates and of our compensation, taking into consideration the impact of such a delay including, but not limited to, reallocation of staff and changes in price indices and pay scales applicable to the period when services are in fact being rendered. Additional services, if requested, can be considered just cause for Nelson Engineering to renegotiate the date for completion of the services.

CLIENT RESPONSIBILITIES

As the Client, you agree to provide Nelson Engineering with all pertinent and available project information and to promptly inform Nelson Engineering of any changes in the work that pertain to our scope of services. Additional Client Responsibilities are set forth in the attached General Provisions.

ADDITIONAL SERVICES

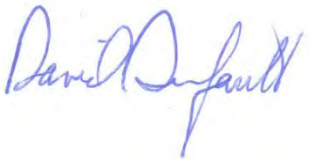
Additional services will be performed after your approval on a time and materials basis or for an agreed upon lump sum fee. Please note that revisions requested to completed work will be considered additional services.

AGREEMENT

This proposal can serve as a Letter of Agreement for services. This proposal together with Exhibit A, General Conditions between Nelson Engineering and Client represent the understanding between you and Nelson Engineering with respect to the project and may only be modified in writing signed by both parties. If it satisfactorily sets forth your understanding of our agreement, we would appreciate your signing in the space provided below and returning one set of originals to us as soon as possible.

We appreciate the opportunity to submit this proposal and to be of service to you. Please call if you have any questions.

Sincerely,



Philip Gyr, PE
Geotechnical Engineer/Principal

Dave Dufault PE
President

Encl.

Proposal Accepted by:

_____
(Printed Name)

_____ _____
(Signature) (Date)

GENERAL PROVISIONS TO AGREEMENT BETWEEN NELSON ENGINEERING AND CLIENT

1. **Authorization to Proceed**: The signing of this Agreement by the Client named thereon (hereinafter referred to as CLIENT) and Nelson Engineering (hereinafter referred to as NE) will serve as written authorization for NE to perform the scope of services called for in this Agreement. However, charges to the project by NE may precede the date of the signing of this Agreement.

2. **Extent of Agreement**: These Provisions, together with the attached Agreement and any specifically listed Exhibits represents the entire and integrated Agreement between CLIENT and NE. This Agreement may be altered only by written instrument signed by both CLIENT and NE. Work beyond the scope of services or redoing of any part of the project through no fault of NE, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement. In the event NE is prevented from performing its scope of services in whole or in part under this Agreement through no fault of NE, or in the event CLIENT requests NE to temporarily suspend the rendering of its services, the fee of NE for extra services rendered as a result of such delay shall be those set forth in the Staff Charge Rates and Reimbursable Expenses of NE in effect at the time the services, as resumed, are rendered. Any fixed price amounts shall be renegotiated to take into consideration mobilization and demobilization and any changes applicable to the period when services, as resumed, are in fact being rendered.

3. **Payment**: In the event the compensation of NE is not elsewhere herein provided, NE shall be compensated for its service hereunder according to NE's Staff Charge Rates and Reimbursable Expenses in effect at the time the services are rendered. Invoices/statements will be issued monthly. Each billing shall be due and payable upon receipt. In the event CLIENT fails to make any payment due NE within sixty (60) days after NEs billing date, the unpaid amount due NE shall bear a late charge at the rate of 1-1/2 percent per month (18% Per Annum) from date of billing until paid and, in addition, NE may suspend or terminate its services under this Agreement until it has been paid in full all amounts due for its services and expenses. Any known disagreement, dispute, or dissatisfaction of NE services shall be resolved at the time they arise rather than waiting until the final payment. The progress billings, when paid, represent acceptances by CLIENT of the invoiced services performed by NE insofar as CLIENT has knowledge of the services provided.

4. **Disputes**: In the event that a dispute should arise relating to the performance of the services to be provided under this Agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred, including statutory court costs and reasonable and necessary attorneys' fees. Any litigation resulting from a dispute covered by this Agreement shall be heard in a court of competent Jurisdiction in Teton County, Wyoming. NE shall carry on NE's work, maintain its progress, and fulfill its Agreement, in spite of the existence of, and during, any dispute and/or legal proceedings with respect to this Agreement, provided that payment for these services is provided by CLIENT to NE in accordance with this Agreement. All claims between the parties shall be deemed relinquished unless filed within one (1) year after substantial completion of the services.

5. **Warranty and Liability**: Services performed by NE within the limits prescribed by this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Unless otherwise expressly stated or agreed in writing between the parties, no other warranty or representation, either expressed or implied, is included or intended under this Agreement.

   It is assumed that the work site is free of hazardous materials. When hazardous materials are known, assumed or suspected to exist at a site, NE is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that NE deems prudent to minimize physical risks to its employees and the public. By joining in this Agreement, CLIENT warrants that NE will be notified of any known or suspected occurrences of hazardous materials at the project site. CLIENT will notify NE of any known or suspected occurrences of hazardous materials at the project site.

   By entering into this Agreement, CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by others, for the project underway. Data, interpretations and recommendations of NE are based solely on the information available. NE will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed. Where NE is provided (for the purposes of consultation or design) with data developed by others, NE will not be responsible for the accuracy of said data, only for the conclusions made in good faith of that data by NE. Should subsequent information indicate that such data provided to NE is incorrect, NE is not responsible for any design or consultation conclusions which were made based upon such incorrect information.

6. **Insurance**: NE represents and warrants that it and its staff are protected by workers compensation insurance and that NE has public liability and property damage insurance policies. Certificates for all such policies of insurance shall be provided to CLIENT, upon request in writing. Within the limits and conditions of such insurance, NE agrees to indemnify and save CLIENT harmless from and against any loss, damage, or liability arising from any negligent act or omission by NE in the performance of NE's professional services. NE shall not be responsible for any loss, damage, or liability arising from any act, omission, or fault of CLIENT, or other third parties.

7. **Limitation of Liability**: Notwithstanding any other provision of this Agreement, due to the relative risks and benefits involved with the Project and the disproportionate nature of the risks compared to the amount to be paid under this Agreement, CLIENT agrees to limit NE's liability, including the liability of NE's officers, employees, agents, subconsultants, and others for whom NE is legally liable, due to professional negligence and to any liability arising out of or relating to this Agreement, to a maximum of NE's engineering services fee. It is the express intent of this provision to limit the potential liability of NE to the fee for services. Under no circumstance shall either party be liable to the other for consequential, incidental or indirect damages, including, but not limited to, loss of use or loss of profit.

8. **Fiduciary Service**: CLIENT confirms that neither NE nor any of NE's subconsultants or subcontractors has offered any fiduciary service to the CLIENT and no fiduciary responsibility shall be owed to the CLIENT by the NE or any of NE's subconsultants or subcontractors as a consequence of NE's entering into this Agreement with the CLIENT.

9. **Construction Phase Service**: When NE acts as CLIENT's representative during any construction phase, unless otherwise agreed upon in writing, NE does not have the authority or responsibility to supervise construction or stop the construction work. NE is neither a guarantor of CLIENTs performance nor a surrogate surety for CLIENT. If the work is to be stopped for whatever reason, CLIENT must take that action based on full consideration of the legal consequences.

10. **Responsibility**: NE shall not be responsible for acts of any party or parties involved in the services covered by this Agreement other than its own. NE is not and shall not be responsible for CLIENT's or any of its subcontractor's safety precautions, means, methods, techniques, sequences, materials, workmanship, or procedures. NE makes no warranties, express or implied, regarding the professional advice or services furnished by others. Nothing contained in this Agreement shall create a contractual relationship with, a duty toward, or a cause of action in favor of a third party against either NE or CLIENT. This Agreement is not intended to confer a separate and distinct benefit upon any third party.

11. **Ownership and Maintenance of Documents**: All materials resulting from NE's efforts on this project, including documents, calculations, maps, photographs, drawings, computer printouts, notes, and any other pertinent data are instruments of NE's service, but unless otherwise specified in the scope of services shall be owned by CLIENT. In any event, NE shall have the right to retain copies of all said instruments of service.

    NE shall maintain for CLIENT all such materials and data in kind or on disc, for a period of not less than two years after completion of the project. CLIENT shall specify in advance and be charged for all arrangements for special or extended period maintenance of such materials by NE.

12. **Re-Use Prohibited**: All reports, design, and other materials resulting from NE's efforts on this project are not intended or represented to be suitable for reuse by CLIENT, or others on extensions or modifications of this project or any other project. Reuse of said reports, designs or other materials by CLIENT on such extensions, modifications or other project without written permission or adaptation by NE for the specific purpose intended shall be at the user's sole risk, without liability on NE's part, and CLIENT agrees to indemnify and hold harmless NE from all claims, damages, and expenses including attorney's fees arising out of such reuse. Any reuse or adaptation of the instruments of service occurring with NE's written permission shall entitle NE to further compensation in amounts to be agreed upon with CLIENT.

13. **Termination**: This Agreement may be terminated by either party by not less than ten (10) days written notice to the other party specifying a substantial failure to perform in accordance with the terms of this Agreement through no fault of the notifying party. Such

termination shall not be effective if that substantial failure is capable of and has been remedied before expiration of the time specified in the written notice. If this Agreement is terminated, NE shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination or suspension for more than three (3) months prior to completion of all designs or reports contemplated by this Agreement, NE may perform such analyses and prepare records as are necessary to complete appropriate files and may also prepare a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of NE in completing such analyses, records, and reports.

14. **Assignments and Subcontracts**: Unless identified in the scope of services, neither party to this Agreement shall assign, subcontract, or otherwise transfer its rights or obligations hereunder without prior written consent of the other party.

15. **Compliance with Laws**: Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken, and all remaining provisions shall continue valid and binding upon the parties. CLIENT and NE shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable and which come as close as possible to expressing the intention of the original provisions.

16. **Independent Contractor Status**: Nothing in this Agreement shall construe NE or any of its employees or agents to be CLIENT employees, agents or representatives. NE shall be an independent contractor and shall have responsibility for and control over the details and means for performing its services. NE shall be subject to the directions of CLIENT only with respect to the scope of services and the general results required.

17. **Confidentiality**: NE shall hold confidential all business or technical information obtained from CLIENT or its affiliates or generated in the performance of services under this Agreement. NE shall not disclose such information without CLIENT's consent except to the extent required for: 1) performance of services under this Agreement; 2) compliance with professional standards of conduct for preservation of the public safety, health, and welfare; 3) compliance with any court order or other governmental directive; and/or 4) protection of NE against claims or liabilities arising from performance or services under this Agreement. NE's obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

NELSON ENGINEERING since 1964
Professional Engineers & Land Surveyors
JACKSON, WY • BUFFALO, WY WWW.NELSONENGINEERING.NET

April 10, 2020 DD/19-262-01

Town of Jackson Planning and Public Works
Jackson, WY

ATTN: Tyler Sinclair & Brian Lenz
Re: Snow King Gondola CUP – Supplemental Information regarding Water Supplies

Dear Tyler and Brian:

This letter is to provide further information in regards to the water supply information originally submitted with the CUP for the Snow King Gondola and Zip Line Project.

The original submitted information included the following:

As part of the relocation of the snowmaking pump station, an 8 inch waterline loop is proposed to be installed in order to increase snow making capacity. Modeling results of the addition of this 8 inch loop to the Town's water system indicates that installation of the waterline loop can increase snow making capacity from the current 600 gallons per minute to up to 2400 gallons per minute. Modeling results indicate that snow making demands of 2400 gallons per minute at the new pump station location will result in a 20 psi delivery pressure at the pump house while also providing maximum day demands elsewhere in the zone at no less than 45 psi. The proposed waterline loop will extend along the east and south side of the Snow King Event Center, where it serves the pump station on the south side, and completes the loop on the west side of the events center and connects back to the 8 inch main near the current connection of the existing 6 inch service. All water use, including snow making and irrigation, on the proposed loop will be metered.

To supplement and provide greater understanding about Snow King's intent with the information submitted, please consider the following:

Snow King's operation relies heavily on snowmaking. Natural snowfall has historically been insufficient, particularly in early season, to enable the Resort to provide skiing services without supplemental snow via snow making. Early season skiing at Snow King is important for not only Snow King's business and is also critical to the Jackson Hole Ski Club and local ski programs, but it also provides additional benefit to other business in the community by attracting other skiers and ski teams that desire a location for early season training. That said, it is Snow King's desire to improve their snow making capacity by increasing water supply. More water means more snow (as long as weather is cold enough). And more water enables snow to be put down on the ground faster.

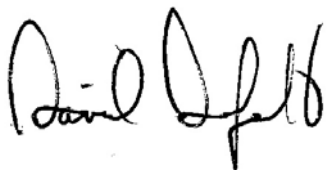
It should be understood that snow making at Snow King essentially occurs for approximately 6 weeks and typically occurs from mid-October to the end of December when temperatures are suitably cold for productive snow making. It should also be understood that this period of snow

making is outside of the peak water demand season for the Town of Jackson (late spring, summer, and early fall, when locals are using water for irrigation and when the Town population is at its peak with tourists and second homeowners). Because snow making is occurring off the seasonal peak, and also often at night when domestic demands are also low, the Town's system's capacity is capable to provide Snow King with additional water flow for snow making beyond the 600 gpm currently supplied.

The addition of a new 8-inch water main, and potential loop around the ice rink, with the waterline is proposed under the CUP. It is a necessity to move the existing pump station in order to install the gondola as currently proposed. Installing a larger capacity service line while relocating the pump station is proposed in order to allow for more snow making capacity within the water service. The preliminary water modeling results, attached, can be further evaluated with Town Engineering and Water Department to better understand the capacity of the Town's system to provide additional supply. This further analysis should include not only calibration of the piping network's hydraulics, but also the demands within the zone that coincide with the time that snow making is occurring. Although the information within the CUP indicates that flows for snow making may be acceptable up to 2400 gpm, it is understood that the proposed new pump station, water supply piping, and metering will ultimately be designed, following CUP approval, to be within an acceptable supply range that the Town water distribution can accommodate while also, of course, meeting all other demands on the system including fire flows.

Finally, it should be noted that Nelson Engineering and Snow King have evaluated other alternatives to provide additional snow making water supply. The alternatives evaluated include drilling a well at the base of Snow King;, re-use of the Town thaw well in Karns Meadow and re-implementation of the previously installed dedicated snow making transmission pipeline from Karns to Snow king; and even the possibility of a new well for snow making supply in Leeks Canyon on the south side of Snow King. These evaluations concluded that Snow King is best served, at least at present, by asking the Town to provide additional water supply, potentially up to 2400 gpm. However, at this time, Snow King simply is asking for the CUP to be approved with concurrence by the Town that additional supplies can be provided, with the flow rate of the additional supply be determined and approved with Town Engineering and Water Department concurrence during the construction permit process.

Please let me know if you have any questions.
Sincerely,



Dave Dufault, PE
Senior Project Manager

Encl.
cc. Ryan Stanley

Scenario	2020 Snow King
Max Month	Average August Flows
Flow Demand	800 gpm

ID	Label	Elevation (ft)	Zone	Demand Collection	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
1230	J-382	6,280.00	<None>	<Collection: 0 items>	(N/A)	(N/A)	(N/A)
385	J-65	6,280.00	157: Central	<Collection: 0 items>	0.6	6,373.00	40.2
521	J-340	6,272.00	158: West	<Collection: 0 items>	1.59	6,369.40	42.1
384	J-66	6,275.00	157: Central	<Collection: 0 items>	6.23	6,372.50	42.2
383	J-67	6,274.00	157: Central	<Collection: 0 items>	8.22	6,372.20	42.5
477	J-166	6,265.00	157: Central	<Collection: 0 items>	0.67	6,368.70	44.9
353	J-102	6,265.00	157: Central	<Collection: 0 items>	4.73	6,370.90	45.8
378	J-73	6,264.00	157: Central	<Collection: 0 items>	9.39	6,371.60	46.6
229	J-106	6,438.00	160: Pine	<Collection: 0 items>	5.73	6,548.90	48
386	J-64	6,261.00	157: Central	<Collection: 0 items>	12.25	6,372.00	48

Scenario	2020 Snow King (to new pump house 8" line)
Max Month	Average August Flows
Flow Demand	1500 gpm
Pump House Elevation	6280

ID	Label	Elevation (ft)	Zone	Demand Collection	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
1230	J-382	6,280.00	<None>	<Collection: 1 item>	1,500.00	6,330.70	21.9
521	J-340	6,272.00	158: West	<Collection: 0 items>	1.59	6,364.60	40.1
385	J-65	6,280.00	157: Central	<Collection: 0 items>	0.6	6,372.80	40.1
384	J-66	6,275.00	157: Central	<Collection: 0 items>	6.23	6,371.90	41.9
477	J-166	6,265.00	157: Central	<Collection: 0 items>	0.67	6,362.40	42.1
383	J-67	6,274.00	157: Central	<Collection: 0 items>	8.22	6,371.60	42.2
353	J-102	6,265.00	157: Central	<Collection: 0 items>	4.73	6,368.60	44.8
378	J-73	6,264.00	157: Central	<Collection: 0 items>	9.39	6,370.70	46.1
229	J-106	6,438.00	160: Pine	<Collection: 0 items>	5.73	6,546.00	46.7

Scenario	2020 Snow King (to new pump house 12" line)
Max Month	Average August Flows
Flow Demand	2500 gpm
Pump House Elevation	6280

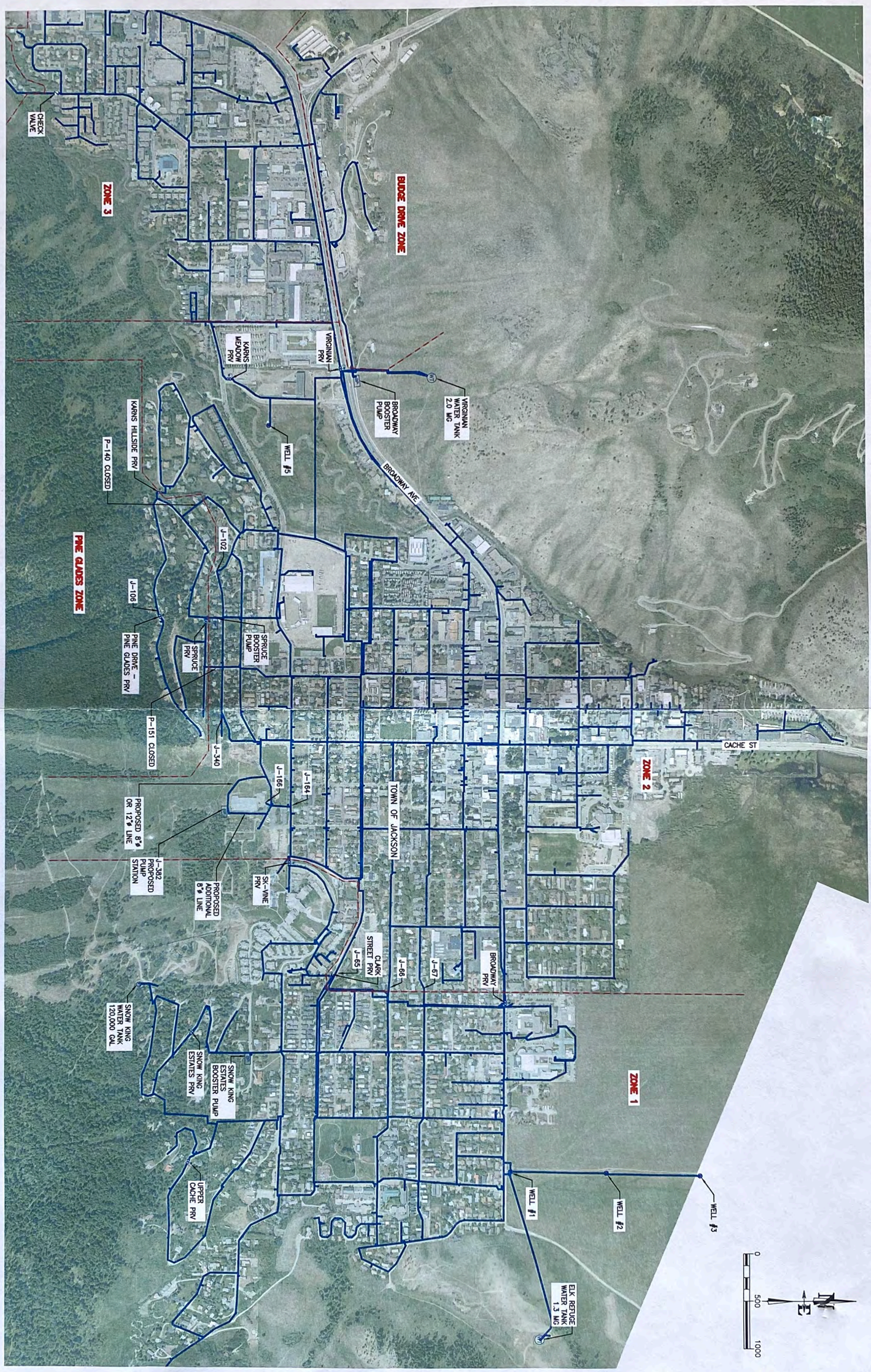
ID	Label	Elevation (ft)	Zone	Demand Collection	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
1230	J-382	6,280.00	<None>	<Collection: 1 item>	2,500.00	6,325.90	19.8
521	J-340	6,272.00	158: West	<Collection: 0 items>	1.59	6,354.40	35.7
477	J-166	6,265.00	157: Central	<Collection: 0 items>	0.67	6,348.60	36.1
385	J-65	6,280.00	157: Central	<Collection: 0 items>	0.6	6,372.30	39.9
384	J-66	6,275.00	157: Central	<Collection: 0 items>	6.23	6,371.10	41.6
383	J-67	6,274.00	157: Central	<Collection: 0 items>	8.22	6,370.50	41.8
1227	J-381	6,238.00	<None>	<Collection: 0 items>	25.76	6,335.30	42.1
353	J-102	6,265.00	157: Central	<Collection: 0 items>	4.73	6,364.60	43.1

Scenario	2020 Snow King (to new pump house with extra 8" line)
Max Month	Average August Flows
Flow Demand	2500 gpm
Pump House Elevation	6280

ID	Label	Elevation (ft)	Zone	Demand Collection	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
1230	J-382	6,280.00	<None>	<Collection: 1 item>	2,500.00	6,325.80	19.8
477	J-166	6,265.00	157: Central	<Collection: 0 items>	0.67	6,344.00	34.2
521	J-340	6,272.00	158: West	<Collection: 0 items>	1.59	6,356.50	36.6
385	J-65	6,280.00	157: Central	<Collection: 0 items>	0.6	6,372.40	40
384	J-66	6,275.00	157: Central	<Collection: 0 items>	6.23	6,371.10	41.6
383	J-67	6,274.00	157: Central	<Collection: 0 items>	8.22	6,370.60	41.8
476	J-164	6,245.00	157: Central	<Collection: 0 items>	0	6,344.00	42.8
353	J-102	6,265.00	157: Central	<Collection: 0 items>	4.73	6,365.20	43.3
229	J-106	6,438.00	160: Pine	<Collection: 0 items>	5.73	6,541.60	44.8

Key notes:
Pine Glades High Pressure System
P-140 Closed
P-151 Closed

S:\Proj\2019\336-01 (Town of Jackson - 2019 Water and Sewer Comprehensive Capacity - Civil\4 Drawings\Civil\Water Base\Mapping (Snow King Exhibit) - Mar 06 2020 10:52:27 am PLOTTED BY: alson DWG FORMAT: 23.0



DRAWING NO: EX. A	JOB TITLE: SNOW KING IMPROVEMENTS SNOW KING MOUNTAIN RESORT JACKSON, WYOMING	DRAWING TITLE: EXHIBIT A	**NELSON ENGINEERING** P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE / SURVEYED / ENGINEERED / DRAWN / CHECKED / APPROVED	REV.
JOB NO: 19-262-01					

TOWN OF JACKSON
PHIL BAUX PARK

CCC'S TOWN
HILL LOFTS

SNOW KING MOUNTAIN
RESORT, LLC

TOWN OF JACKSON
SNOW KING SPORTS
& EVENTS CENTER

EXISTING STORM SEWER, TYP.
(APPROXIMATE LOCATION)

TOWN HILL LOFTS SUBSURFACE
STORMWATER DETENTION

FRENCH DRAIN BEHIND CURB, PER
DETAIL 1/C4.0. CONNECT TO NEW
STORM WATER MH AS SHOWN.

EXISTING STORM DRAIN FOR SNOW
KING SNOWMAKING WATERLINES:
LOCATION TO BE FIELD VERIFIED

CONNECT ADS PIPE FROM
FRENCH DRAIN TO SCH40 PVC
AND ROUTE TO STORMWATER
MANHOLE, AS SHOWN.

EXISTING STORM
SEWER SYSTEM

FIELD VERIFY LOCATION OF EXISTING
SNOWMAKING DRAIN LINE. INSTALL NEW
MH TO RECEIVE NEW STORM DRAIN LINES

CONNECT TO
EXISTING
STORM SEWER

CONTRACTOR SHALL USE EXPLORATORY
EXCAVATION TO DETERMINE BURY DEPTH
OF EXISTING WATER LINE TO FEED
SNOWMAKING FOR TOP OF SLED HILL

"KING TUBES"
TUBE PARK
CONVEYOR
BELT

INSTALL JUNCTION FITTINGS AND ISOLATION
VALVES ON EXISTING SNOW MAKING WATER
LINES AND CONNECT PRESSURIZED SERVICE
LINES FROM PROPOSED PUMP HOUSE

PROPOSED GONDOLA
BASE STATION

EXISTING WATER METER TO
REMAIN, OR GET UPGRADED

NEW 8"ø WATER SERVICE LINE
FOR SNOWMAKING

PROPOSED NEW
TICKET OFFICE

MECHANICAL/BOILER BUILDING

POWER VAULT AND TRANSFORMER

EXISTING
CLEANOUT
(MH-3)

RELOCATED SANITARY SEWER
FOR EVENTS CENTER

SEWER TO BE ABANDONED

INSTALL 8"ø HOT TAP
AND ISOLATION VALVE
ON EXISTING 8" ø
WATER LINE

REPLACE EXISTING WATER
SERVICE TO SPORTS AND
EVENTS CENTER

LOCATE METER AFTER
SPORTS CENTER
SERVICE LINE TEE

SAW CUT EXISTING ASPHALT
AND TRENCH IN 8"ø WATER
LINE TO PROPOSED PUMP
HOUSE

INSTALL 8"ø STORM WATER
DRAIN LINE AS SHOWN

SNOW MAKING
WATERLINES TO
BE INSTALLED

NEW SNOW MAKING
PUMP STATION

INSTALL NEW POWER VAULT HERE AND NEW BURIED
POWER SERVICE TO PROPOSED PUMP HOUSE.
TRENCH BURIED POWER UPHILL TO INTERCEPT
EXISTING CONDUIT SERVICING MIDWAY STATION.

ENTER WATER SERVICE LOOP TO
PUMP HOUSE, AND EXIT (2) HIGH
PRESSURE WATER LINES FOR
SNOW MAKING SUPPLY LINES
(REQUESTED FLOW RATE OF 2500
GPM). ENTER BURIED POWER, AND
EXIT STORMWATER DRAIN LINE.

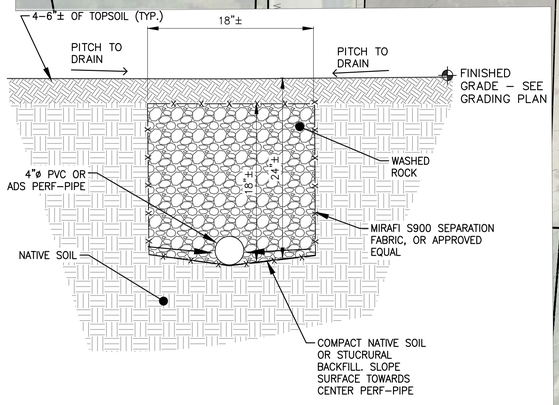
INTERCEPT EXISTING CONDUIT AND PULL
NEW BURIED POWER LINE THROUGH
CONDUIT TO SERVICE MIDWAY STATION

0+00
1+00
2+00
3+00
4+00

2 ◇6275.10 FNDbc PNS 164

4 ◇6321.76 FNDr&k PS

0 30 60



1 / C4.0 FRENCH DRAIN DETAIL
SCALE: N.T.S.

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

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

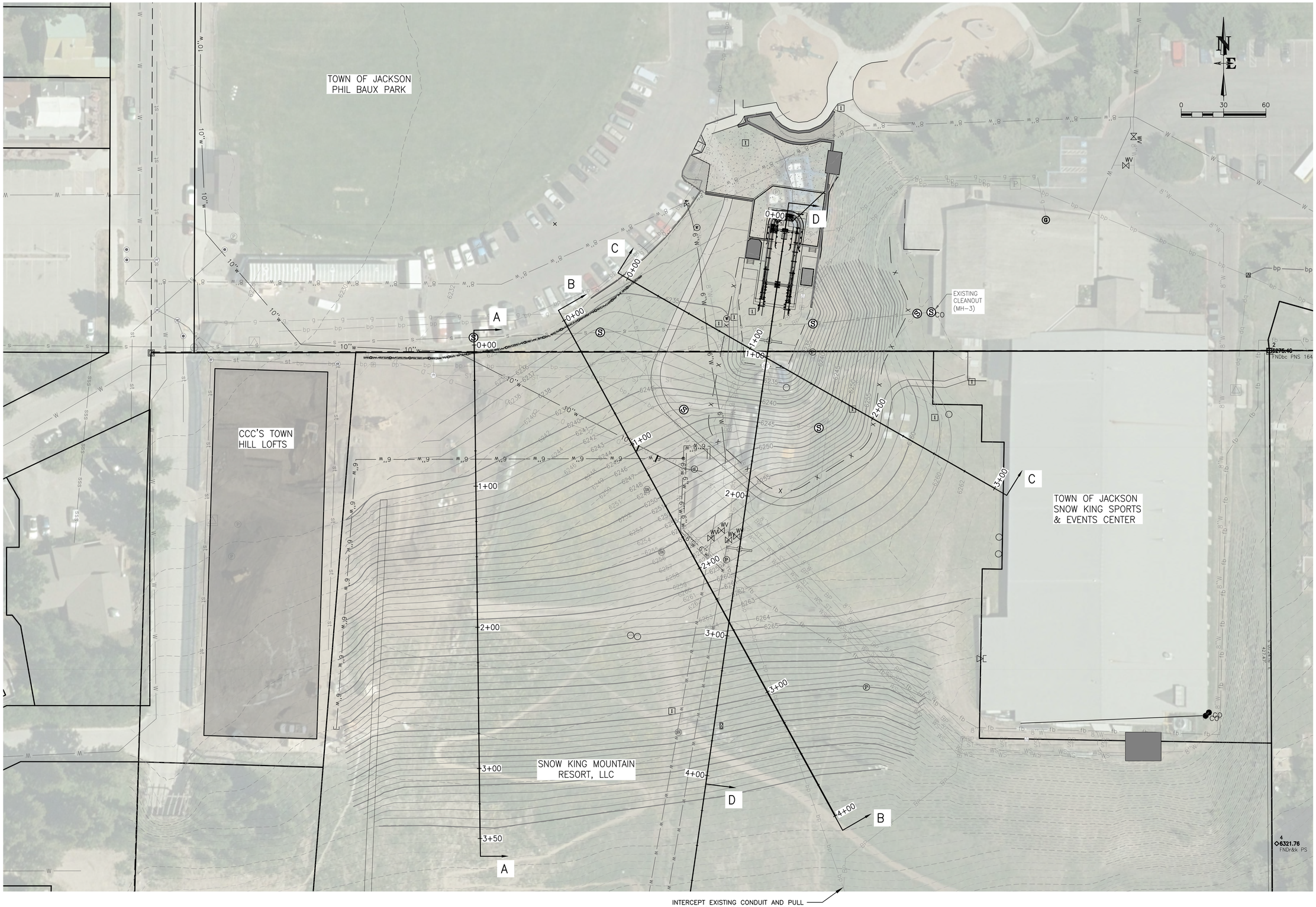
DRAWING TITLE: UTILITY PLAN OVERVIEW

JOB TITLE: SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO: C4.0

JOB NO: 19-262-01

S:\Proj\2019\262-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\USGN-UTILITY.dwg (UTILITY PLAN OVERVIEW) - Mar 31 2020 04:45:22 pm PLOTTED BY: Nate DWG FORMAT: 230



DATE	3/31/2020	REV.
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DRAWN	NB	
CHECKED	DD	
APPROVED	DD	

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

DRAWING TITLE
BASE STATION EARTHWORK OVERVIEW
PLAN VIEW

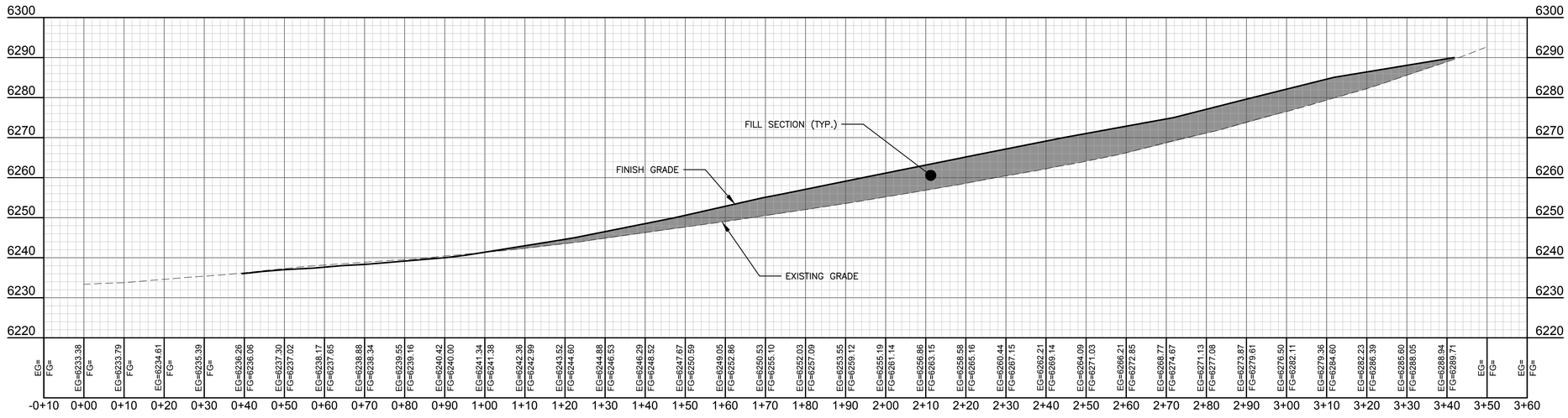
JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO
C6.0

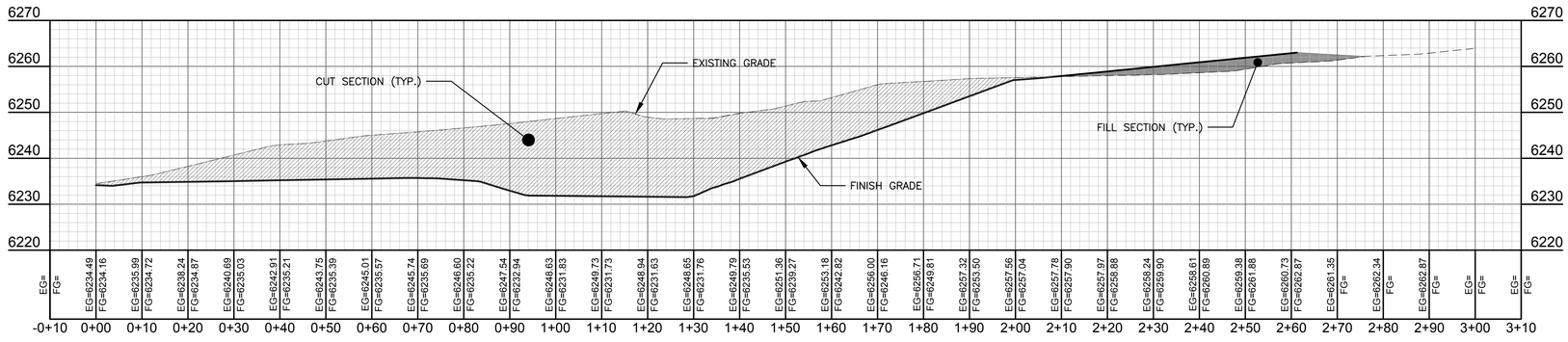
JOB NO
19-262-01

GONDOLA BASE EARTHWORK SUMMARY:

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



EARTHWORKS SECTION 1 PROFILE



EARTHWORK SECTION 2 PROFILE B-B

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

REV.

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

DRAWING TITLE
BASE STATION EARTHWORK
SECTION VIEWS: 1 OF 2

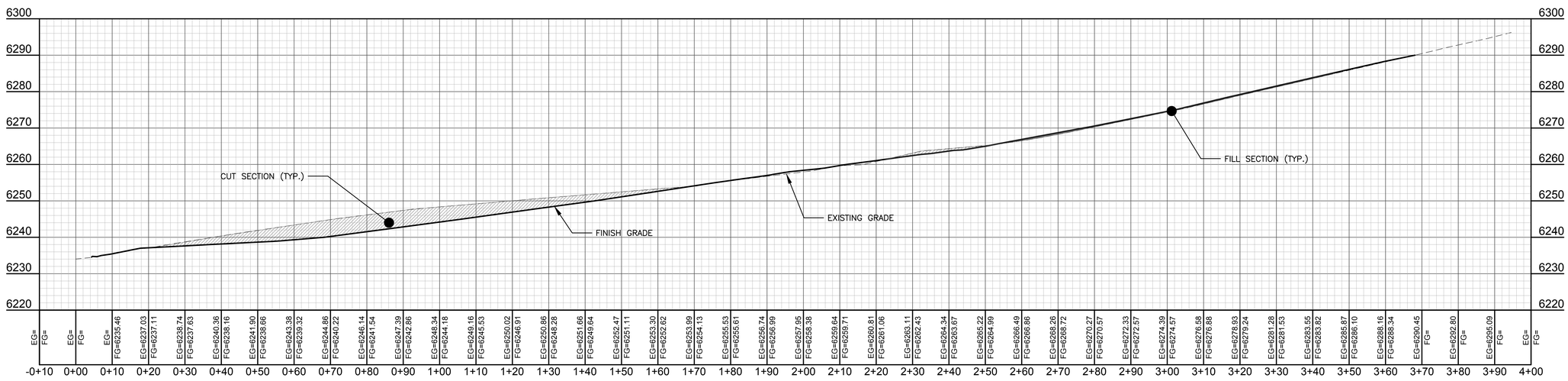
JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO C6.1

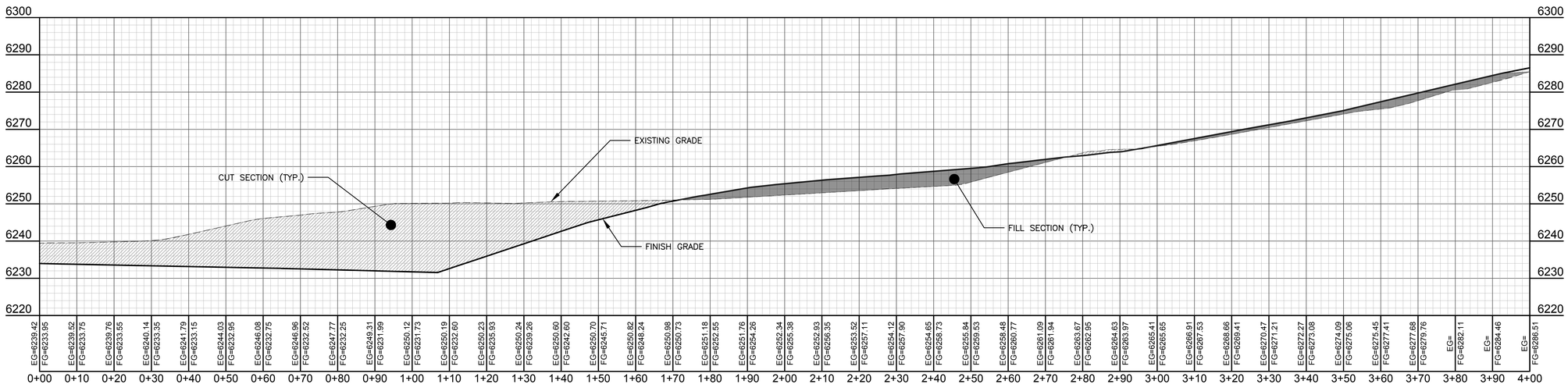
JOB NO 19-262-01

GONDOLA BASE EARTHWORK SUMMARY:

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



EARTHWORK SECTION 3 PROFILE C-C



GONDOLA CENTERLINE PROFILE D-D

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

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

DRAWING TITLE
BASE STATION EARTHWORK
SECTION VIEWS: 2 OF 2

JOB TITLE
SNOW KING MOUNTAIN RESORT
2020 IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO C6.2

JOB NO 19-262-01

S:\Proj\2019\262-01 (Snow King Summit Gondola Improvements)\14 Drawings\Civil\BSGN-UTILITY.dwg (EARTHWORK & BASE SECTIONS (2)) - Mar 31 2020 02:44:5 pm PLOTTED BY: bates DWG FORMAT: 23.0

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

NOBLE HOUSE
HOTELS & RESORTS

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

COOMBS
OUTDOORS
ACTIVATE. ENGAGE. EMPOWER.

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

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.[i][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.

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?[v] *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

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

[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
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 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 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

US SKI & SNOWBOARD WESTERN REGION

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,

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,

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 hill 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 Stagazers 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
jhskiclub.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

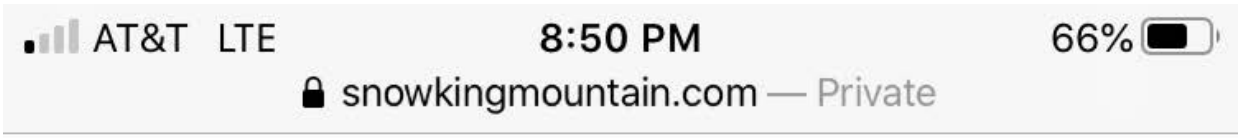
From:	shane rothman
To:	Town Council
Subject:	Snow King hours of operation
Date:	Monday, July 06, 2020 12:26:12 PM
Attachments:	IMG_5911.PNG

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



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

Sent from my iPhone

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

--
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

--
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 condusive 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 unnaceptable. 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 a 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

From:	Wyoming Stargazing
To:	Town Council
Subject:	Snow King CUP
Date:	Sunday, July 19, 2020 9:35:17 PM

Dear Jackson Town Council,

Although I was unable to offer live public comment at the last discussion about the Snow King CUP because I needed to get ready for a stargazing program, I have since listened to the recording of that discussion. I feel compelled to respond to two comments that were made during the public comment period concerning light pollution and the proposed observatory on the summit of Snow King that Wyoming Stargazing is supporting.

First, there was a comment made about light pollution to the effect of "that ship has already sailed". That statement is simply not true. The Town of Jackson currently has a similar amount of light pollution as Flagstaff Arizona. Flagstaff is regarded as one of the best Dark Sky Communities in the country. Jackson is a much smaller town in both land area and in population compared to Flagstaff. So, Jackson does have a rather large amount of light pollution for our population size and land area. However, from my house on Redmond Street and from many other locations beginning about a 1/4 mile away from Town Square the central disk of the Milky Way Galaxy is still visible. The Milky Way is only visible in areas that have relatively low light pollution. As you know, Wyoming Stargazing helped to re-write the current Exterior Lighting Standard several years ago. We are in the process of preparing another LDR Amendment Proposal that will update the Exterior Lighting Standard again and help Jackson become a Dark Sky Community. We still have great potential to Save Our Night Skies. That ship has NOT sailed!

Secondly, the future observatory we are proposing on Snow King was called a "fantasy". The facts are that I have regular conversations with Jeff Gollightly as well as occasionally with Max Chapman about the proposed observatory. I last talked with Max Chapman four days ago to discuss the specific equipment that we intend to have at that observatory if we are given approval by the USFS. The observatory is NOT a fantasy. I have worked on that proposal for nearly five years. If given USFS approval as well as your approval to operate the gondola late at night the observatory is going to be built.

So, I would like to ask for your support for late night operational hours of the gondola to provide access to the observatory. We need the gondola to operate until 1am during May - September and until 11pm the rest of the year in order to get our guests up and down the mountain to and from the observatory.

Sincerely,

Samuel
--

Samuel Singer, PhD

he/him/his
Founder and Director of Education

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

From: lynne becker
To: Town Council
Subject: ZIPLINE
Date: Monday, July 20, 2020 9:40:34 AM

Do I want to be sitting in my backyard relaxing and dreaming.....
And hearing people coming down the zip line yelling and screaming?
No and definitely no. Not only will the situation be aggravating to all that live around Snow King it will impact animal wildlife. Definitely not the place for a zip line.
Is Snow King a ski area or an amusement park?
Many enjoy the serenity and beauty of the town hill.
Please please please do not make it an unpleasant experience.

From: Geneva Chong
To: Town Council
Subject: Snow King CUPs
Date: Monday, July 20, 2020 4:12:48 PM

Dear Mayor and Council Members;

I need to tell you why I almost broke down during my July 6 oral comments regarding the Snow King CUPs. I felt heartbroken by the process. The redevelopment of the Snow King Mountain base area - private and Town public lands including Phil Baux Park, offers a once in a lifetime opportunity for private profit and community benefit. Participating in this process since serving on the Stakeholder group however, shows me that we went in looking at what the applicant wants, and, except for keeping Cougar, that is what is coming out at the end. Worse, the Cougar decision by the applicant was so last minute that there has been no meaningful opportunity for staff or the public to comment on the impact (potentially beneficial) of the gondola base location. Further, there has been no meaningful integration with Parks and Rec staff or the volunteer board. I implore you to at least consider the impacts of late night, early morning operations if the observatory is built and set a limited number of nights for them in the summer outside of Park hours. The observatory is not an overall public benefit as very few members of the community have any chance of going to any events. Please don't forget that at one point the Mountain Community Center concept was a "pink unicorn" and later Jeff Golightly mentioned it (JHN&G) as a community benefit they would like to be part of while at the same time saying keeping Cougar was out of the question and any other replacement for training and racing could not be committed to. In short, whatever you decide despite public and Park and Rec staff and board input, please make it iron-clad for our community. Phil Baux Park and Snow King Mountain are priceless and operates dependent on our public lands. Please don't forget that.

Thank you for all your work for our town.

Best,

Geneva Chong
307-699-0330

From: noreply@civicplus.com
To: Town Council
Subject: Wes Gardner Online Form Submittal: Email the Town Council
Date: Monday, July 20, 2020 4:20:39 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.

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http://www.jacksonwy.gov/Admin/FormHistory.aspx?SID=2174

The following form was submitted via your website: Email the Town Council

Subject:: Snowking

Email Content:: Dear Mayor and Town Councilors,

Thank you for continuing to take public comment on Snowking's redevelopment proposal.

I have followed this process fairly closely, and I'm shocked at how successful this applicant has been in getting nearly everything they've asked for. Consider: they asked for more zip lines- check. They asked for a 25k sqft restaurant/bar/etc at the summit- check. They asked for a gondola- check. They asked that it land in a public park- for $3k/month- check. The asked for a complete redeployment of their square footage at the base- check. They asked for a TDM with absolutely no teeth- check. I know there are other things I'm leaving out- backside access, road up the front face, etc. Check, check, check. They have enlisted partners like the ski and snowboard club and Wyoming stargazing who have sent messages urging their membership to write on behalf of the applicant.

Tonight you have one last opportunity to stand up for your community. Please be clear in your refusal to allow the gondola to service patrons of the restaurant/bar after 9pm. Please do what you can to keep the gondola from landing in Phil Baux Park. Please do what you can to limit the noise pollution which will now emanate from what is quickly turning into a summertime amusement park.

We have already missed the opportunity to adopt a meaningful TDM. Please do not miss any opportunities before you tonight to suppress the noise pollution and degradation of the hillside that will come with more zip lines, drinking on the summit, roadway up the front, and gondola based on public land.

Thank you,

Wes Gardner

Your Name:: Wes Gardner

Your Company Name:: Teton Toys

Your Phone Number:: 307-690-4209

Your Email Address:: Tetontoys@gmail.com

Your City:: Jackson

Your State:: WY

Your Zip Code:: 83001

Additional Information:
Form submitted on: 7/20/2020 4:21:17 PM
Submitted from IP Address: 174.198.135.107
Referrer Page: https://www.jacksonwy.gov/256/Mayor-Town-Council
Form Address: http://www.jacksonwy.gov/Forms.aspx?FID=190

From:	Mike May
To:	Jonathan Schechter
Cc:	Pete Muldoon; Jim Stanford
Subject:	Re: Snow King - public comment in advance of tonights council meeting
Date:	Monday, July 20, 2020 12:53:14 PM

Hi Jonathan,

I hope this finds you well. I wanted to give some time after my public comment to reach out, but as I hear that Snow King is on the docket again I thought it time to check in again.

Something you said in the last TC meeting really resonated with me.....however, it wasn't in regard to Snow King actually.

As the conversation around the transfer of the Virginian's liquor license was swirling you went down the path of how New West is gentrifying so much of our valley. And sadly, it's true. They're applying their vision to town and county without much regard for their neighbors and with a pretty heavy hand.

Like you, I feel it's as striking as it is unfortunate. Which brings me to my point. That is **exactly** what Snow King is attempting to do with their over-sized proposal and plans. They haven't really given an inch here and it's time that they did.....or rather were made to do, as despite what this community had said time and time again, they are still going full bore ahead with a plan that will irrevocably change our valley.

You have the power to hold them to a higher standard for the greater good of Jackson Hole. Please use it to move this plan into a more moderate development. Say NO to a top to bottom zip line, a grossly overbuilt road and operations until 1am that will severly affect surrounding neighbors. Oh, and one thing I didn't touch on in my past public comment. The time for sweatheart lease deals is long over. There is no good reason for those to continue at all given the way the resort operates the leases they hold.

Thanks as always for your time and service. I've CC'd Mayor Muldoon and Councilor Stanford here as I had their emails at the ready, but by all means please feel free to share this with the rest of the team and drop me a call if you'd ever like to discuss live.

Be well.

Mike May
307-690-6939

On Mon, Dec 2, 2019 at 3:33 PM Jonathan Schechter <JSchechter@jacksonwy.gov> wrote:

> Hi Mike
>
> Thank you very much for your note and perspectives – deeply appreciated.

Best regards

Jonathan Schechter

From: Mike May <mikesmay14@gmail.com>
Sent: Monday, December 2, 2019 2:13 PM
To: Town Council <electedofficials@jacksonwy.gov>
Subject: Snow King - public comment in advance of tonights council meeting

Good day, Mr. Mayor and Town Councilors,

I hope this finds you all well this holiday season. Thank you for your service to the town and the greater Jackson community!

I'm writing today to comment in advance of tonight's meeting as I'm guessing there will be a robust comment period and I want to make sure to get my thoughts into the public record.

A number of you know me, but for those who don't, I'm a two-decade+ resident of the valley, and a long-time season pass holder and supporter of Snow King. Like the majority of the valley's stakeholders, I'd dearly like to see Snow King succeed. That said, I don't think the resort needs to be developed to the Nth degree or devolve into a Disney like amusement park to do so. We've been around the issue again and again, so I'll keep this brief. Development at the resort base and whatever plans are under consideration on-mountain are inextricably linked no matter however piecemeal the process has been. I.e. we've had to exempt the KM-6 parcel in past discussions, while we wrangle about SKRMA and the Forest service tackles potential development on public lands, etc.... It's confusing, to say the least, and as I know you've felt too, it can get frustrating at times.

At the end of the day, I think we all agree. We all want Snow King to succeed. However, any benefits around the Town Hill should be felt town and community-wide and not strictly for resort owners and landowners at the base. As you work through the myriad issues, I simply ask that you hold Snow King towards protecting the high standards we as a community have said we hold dear time and time again - namely our irreplaceable wildlife, scenic resources, and community character values.

I was recently having a conversation with a client that I think is relevant. The discussion

centered on things that would be "nice to have" versus things that we "need to have". Snow King will tell you, as they have often, that they need to have boundary expansion, a network of ziplines and a massive building and lift complex at the top of the mountain. Those things would be nice to have for them, I'm sure, however I'd argue what we NEED as a community is uninterrupted room for our wildlife to freely roam, some sort of revenue stream to help support area ski operations (a functional and enforceable SKRMA anyone?) and a balance between development and recreation that surely exists.

It's no easy task I know, and thanks again for your time and efforts. We can have a ski area that works without overdevelopment and we're counting on this town council and our elected leaders to help guide us to the best solution possible.

Sincerely, Mike May

Jackson, Wyo.

From: rwheelerjr@comcast.net
To: Pete Muldoon; Town Council
Subject: SK Amendment -Recent Public Draft. (Asking for fairness, not favors.)
Date: Tuesday, April 28, 2020 11:50:44 AM

Dear Mayor and Town Council,

The Pitchfork Homeowners Association respectively requests that you delay signing the latest version of the Master Plan for 90 days. The reasons for the requested delay are first, the draft was not coordinated with nor concurred to by the legacy condo associations and second, adopting this Master Plan as written will have extensive adverse effects on all of our property rights and values going forward. These adverse effects are detailed in letters from our Association President Dave Navratil and other Legacy Condo Associations Presidents. The current Covid-19 state and it effects are limiting our ability to resolve issues in a timely manner, engage with legal counsel, respond to the documents that have recently surfaced, and/or work with Snow King on language that would be acceptable to all.

The language recently added to the Master Plan gives excessive authority and control to SKRMA and conflicts with other existing individual documents. There are many issues that need in depth discussion to reach a fair position for all involved. These issues can be summarized into two main categories:

1. Clearly defining the relationship between SKMRA and the Legacy Condo Associations, two diverse organizations with different purposes.

2. Detailing a framework consisting of processes, procedures, and approvals from all stakeholders so these two organizations can work together transparently for the betterment of all involved and achieving the towns goals.

We urge the Town Of Jackson (TOJ) to grant a 90 day delay so that all involved can do the needed ground work in an effort to come to a consensus on language in the Master Agreement that would be beneficial to all.

If there is no way a delay can be granted then we respectively request that you amend the following paragraph to read as below:

I.H.2. Statement Regarding Sub-Area #6.
~~To be clear,~~ Sub-Area #6 is located within ~~and is governed by this Master Plan~~. the PRD. Sub-Area #6 is approximately 4.85 acres. ~~and can accommodate a maximum of 252 guests. These 252 guests reduce the maximum lodging capacity (i.e. APOs) remaining in Sub-Areas #1- 5 to 2,208 (2,460 APOs – 252 = 2,208 APOs).~~ Owners of property within Sub-Area #6 are permitted to short-term rent their units. ~~The ability to short-term rent~~

~~comes from this Master Plan. Any owner that chooses to short-term rent their property within Sub-Area #6 shall be required to pay to SKRMA 1% on the gross revenue generated from all short-term rentals.~~ **The 1% Assessment for The Legacy Properties shall be allocated to maintenance, easements and/or improvements as described in our underlying Property titles (and/or) allocated to the Mountain Fund.** ~~This 1% fee (the SKRMA Fee, as defined and described in Chapter 11) is explained in more detail in Chapter 11. This 1% fee applies to all short-term rentals in the Master Plan.~~

Thank you for your attention to this matter,

Respectively Signed
Pitchfork Homeowners

Kelly Biscombe	Trevor Bloom	Scott Cummings	Beth Cummings
Lee Gardner	John Haley	Tim Harland	Patrice Kangas
Keely Kelleher	Steve Lee	Laura Lorenz	Terri Mrosko
David Navratil	Patty Navratil	Brandie Orchard	Mel Orchard
Doug Parks	Paula Parks	Patrick Patterson	Karin Patterson
Charles Payne	Bette Payne	James Peck	Carl Pelletier
Charles Plummer	Gordon Schwabacher	Lida Steves	Adam Webb
Suzanne Webb	Richard E Wheeler Jr	Patricia B Wheeler	Nancy L Blaisdell
Karen Youngblood	Ross Young	Adrienne Young	Rory Sheehan
Kevin Kershisnik			

From:	Skye Schell
To:	Town Council
Cc:	Tyler Sinclair
Subject:	Snow King masterplan 3rd reading - almost a great win-win
Date:	Tuesday, April 28, 2020 4:59:39 PM

Dear Mayor Muldoon & Town Councilors,

First, thank you for your leadership during the coronavirus pandemic. We appreciate how you have prioritized the safety of our community, especially our most vulnerable neighbors. Second, I apologize for not commenting on this topic until the 3rd reading. Like many people in the community, we have been almost entirely focused on dealing with the coronavirus and resulting economic impacts, and just learned that this topic was on your agenda next week. I hope that late is better than never! *Going forward, please table highly controversial and non-essential business – like the upcoming zip line application – until our community can focus on "normal life" again.*

Before you enact this ordinance, we want to make sure the record is clear on two matters:

This amendment is an enormous missed opportunity for a win-win solution for Snow King and our community. After years of discussion, you were incredibly close to a touchdown – but this amendment stops just short at the one-yard line. *Both the Jackson Hole Ski & Snowboard Club and we at the Alliance asked clearly for one thing: a fee on commercial activity at the base that would support ski area operations year-in, year-out.* This proposal had wide community support, is a fair trade for the million square foot upzone that investors received years ago, and would have ended the "we need lots of amusement development to be financially sustainable" argument once and for all. *We still believe such fee support is the key to a lasting win-win solution for Snow King.* We can have a Town Hill with a solid financial future while retaining everything our community loves so much about it, without harmful changes like zip lines and boundary expansions. Imagine a community-run Town Hill focused on ski racing, teaching kids, and uphill exercise – like the amazing use (and community support for grooming) we've seen this spring. This better future for Snow King is possible.

The Forest Service Draft Environmental Impact Statement (DEIS) is flawed from top to bottom. As we detailed in our comment letter to the Forest Service, the DEIS prepared by a Utah consultant needs to be re-done from scratch. Documents uncovered by a Freedom of Information Act request show how key agency staff colluded with the developer to rig the process – including a biased presentation to you (please see pg. 9-10 in our comment letter – and thank you for not falling for that presentation!). The DEIS breaks an incredible number of federal and Forest Service rules, simply failed to analyze the proposals' impacts to wildlife, and needs to be re-done from start to finish. We hope that you don't use anything in the DEIS to justify support for proposed developments. We will strenuously object to the DEIS until it's done right. In the meantime, we hope that you will use the leverage you have to stand up for our community and our shared values, and push back against harmful development ideas on Town, private, *and* Forest Service land.

Please push just a little harder to get a true win for our community and Snow King, get an annual fee to support ski area operations, and reject the flawed DEIS.

Sincerely,

Skye

--
Skye Schell
Executive Director
Jackson Hole Conservation Alliance
He/him/his

Watch a beautiful new film about the Alliance!

office (307) 733-9417 x1
www.jhalliance.org
Follow us on Facebook

From:	Diane Abendroth
To:	Tiffany Stolte; Town Council
Subject:	Snow King Permit Meeting
Date:	Friday, May 01, 2020 8:04:37 PM

I am writing to oppose Snow King becoming a theme park. Snow King is too close to town to have noisy rides and attractions that belong out on a highway exit far from homes and wildlife and the character of our town.

Snow King must go back to the drawing board and come up with a development plan that is more in tune with the Comprehensive Plan and Jackson community values.

Particularly, zip lines are a terrible idea. They are very loud themselves and then screaming people make them a nuisance with too much impact. These effects need to be studied before anything is approved. The existing roller coaster was a huge mistake, and now we are stuck with screeching until after 9:00 at night in the summer. How did that get approved? What an oversight.

This time the Planning Commission and Town Council have a chance to put those inappropriate proposal ideas to rest before we are saddled with even more annoyance.

Snow King is a ski area, and it is OK with me if they have bike riding and lifts and a restaurant and some more terrain. But making the mountain ugly with excavation and cheapened with cheesy rides is not appropriate for a place that values (and trades on) nature, history, wild animals, scenery, and community.

Thanks for hearing me out on this, neighbors! Diane Abendroth

Frank Hess*
Paul E. D'Amours**
Nicole G. Krieger*

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

Hess D'Amours & Krieger, LLC
ATTORNEYS AT LAW
30 East Simpson St.
P.O. Box 449
Jackson, Wyoming 83001

(307) 733-7881 Phone
(307) 733-7882 Fax
frank@hcdlawyers.com
Karin Larson
Legal Assistant/Receptionist

May 1, 2020

Mayor and Town Council
Town of Jackson, Wyoming
Jackson, Wyoming

Via email:

RE: Amendment To Snow King
Master Plan/SKRMA voting

Dear Mayor and Town Council:

As you know from my letter to you of April 23, 2020, I represent Love Ridge Lodge Homes Condominium Association. That letter set forth several issues we had with the Amendment to the Snow King Master Plan and SKRMA voting, and SKRMA's 1% reserve funding requirement. We met with Ryan Stanley and Jeff Golightly at length on Monday of this week and again on Wednesday. Snow King has satisfactorily addressed our issues.

Your hard work on the Master Plan as well as the other difficult issues facing the Town is much appreciated.

Sincerely,

Frank Hess

Frank Hess

cc: Attorneys Stefan Fodor and Jill Arnold
Lea Colasuonno, Town Attorney
Ryan Stanley, Snow King

From: Dede O"Mara
To: Town Council
Subject: No Zip Line!
Date: Friday, May 01, 2020 4:40:10 PM

I'm writing in regards to your upcoming meeting to discuss Snow King and its request for a permit to build a Zip Line. Having spent time at the top of Vail in the summer, they have some similar attractions to ones we have here, both at the Village and at Snow King. They have a gravity coaster, ropes courses and Treetop Adventure type activities. They also have a zip line. I found the zip line to be the most offensive and disruptive activity on the mountain. It is very, very loud. With all of the other activities, the sounds you hear are peoples voices… mostly screaming or laughing. The zip line, on the other hand, sounds like an industrial behemoth. The sound travels far and it is an urban/factory type of sound. It is also a huge, unsightly beast. Unlike Snow KIng's Treetop Adventure course, which is hidden in the forest, this is an exposed, space-hogging mess. Snow King has many many activities to market to summer tourists at this point. Please do not destroy the character of our Town Hill with one additional attraction (among many existing attractions) that will have a truly outsized impact on every other user on the mountain with its noise and imposing size.
Thank you for your time and your service to our community,
Deirdre O'Mara
PO Box 1810
Jackson, WY 83001

From: Dede O"Mara
To: Tiffany Stolte
Subject: No Zip Line!
Date: Friday, May 01, 2020 4:40:08 PM

I'm writing in regards to your upcoming meeting to discuss Snow King and its request for a permit to build a Zip Line. Having spent time at the top of Vail in the summer, they have some similar attractions to ones we have here, both at the Village and at Snow King. They have a gravity coaster, ropes courses and Treetop Adventure type activities. They also have a zip line. I found the zip line to be the most offensive and disruptive activity on the mountain. It is very, very loud. With all of the other activities, the sounds you hear are peoples voices… mostly screaming or laughing. The zip line, on the other hand, sounds like an industrial behemoth. The sound travels far and it is an urban/factory type of sound. It is also a huge, unsightly beast. Unlike Snow KIng's Treetop Adventure course, which is hidden in the forest, this is an exposed, space-hogging mess. Snow King has many many activities to market to summer tourists at this point. Please do not destroy the character of our Town Hill with one additional attraction (among many existing attractions) that will have a truly outsized impact on every other user on the mountain with its noise and imposing size.
Thank you for your time and your service to our community,
Deirdre O'Mara
PO Box 1810
Jackson, WY 83001

From:	Eve Barnett
To:	Town Council
Subject:	Snow king zipline
Date:	Saturday, May 02, 2020 4:02:54 PM

Dear Town Council,

I am writing to oppose the approval of a zipline on Snowking. For one they are trying to work around what has already shown a lot of opposition for a zipline in a different location. I live near Snowking and already hear the Alpine slide and coaster noice all summer long- we don't need to add more features to make Snowking an amusement park. I appreciate your consideration.

Eve Barnett

From: Frederick Reimers
To: Tiffany Stolte
Subject: Zipline No!
Date: Saturday, May 02, 2020 4:31:04 PM

Dear Planning Commission,

thanks for your volunteer work on behalf of our community.

While we may be powerless to stop helicopter tours from audibly polluting our skies due to the FAA's authority, we are not powerless to stop another airborne menace. You have the power to prevent zip lines from being built on Snow King.

Like helicopter tours, a zipline is a non-skill based activity that masquerades as adventure, and even education. In reality, it's a passive activity that yields cheap thrills more akin to an amusement park. Both take a toll on the community that lives below them by creating a ton of noise. They both ruin the character of our town, one built on adventures where the rewards are hard won—hiking, climbing, skiing, cycling, hunting, and even birdwatching and wildlife watching. Ziplines are a thrill for the few, and a burden on many.

I live many blocks from Snow King, yet each summer day I hear the screams from the cowboy coaster long into the evening. Let's not make the same mistake twice. With a new gondola and the ability to host weddings and charge $18 for gin and tonics atop the mountain, Snow King can easily generate the revenue they need to keep the ski resort running. The town has already subsidized Snow King resort with snowmaking grants, cheap leases, etc. We shouldn't also be asked to sacrifice our town character.

Frederick Reimers
Jackson, WY
541-520-4873
frederick.reimers@gmail.com

From:	Frederick Reimers
To:	Town Council
Subject:	no to zip lines, please
Date:	Saturday, May 02, 2020 4:29:34 PM

Hello town council,

while we may be powerless to stop helicopter tours from audibly polluting our skies due to the FAA's authority, we are not powerless to stop another airborne menace. You have the power to prevent zip lines from being built on Snow King.

Like helicopter tours, a zipline is a non-skill based activity that masquerades as adventure, and even education. In reality, it's a passive activity that yields cheap thrills more akin to an amusement park. Both take a toll on the community that lives below them by creating a ton of noise. They both ruin the character of our town, one built on adventures where the rewards are hard won—hiking, climbing, skiing, cycling, hunting, and even birdwatching and wildlife watching. Ziplines are a thrill for the few, and a burden on many.

I live many blocks from Snow King, yet each summer day I hear the screams from the cowboy coaster long into the evening. Let's not make the same mistake twice. With a new gondola and the ability to host weddings and charge $18 for gin and tonics atop the mountain, Snow King can easily generate the revenue they need to keep the ski resort running. The town has already subsidized Snow King resort with snowmaking grants, cheap leases, etc. We shouldn't also be asked to sacrifice our town character.

Frederick Reimers
Jackson, WY
541-520-4873
frederick.reimers@gmail.com

From:	Margie
To:	Tiffany Stolte
Subject:	Proposed Z line
Date:	Saturday, May 02, 2020 4:59:08 PM

I have lived and worked in Jackson Hole for the past 30 years. I walk the King every summer and enjoy seeing members of our community use the Town Hill for skiing, hiking and our door exercise.

I do not think a Zip line belongs on Snow King. Enough has already been added to make it a bit of an amusement park with out the Zip line! A Zip line is a non skill based activity that goes against Jackson Holes adventure culture of skill based activities. It would also be very noisy!

Sincerely,
Margie Reimers

Sent from my iPad

From: Margie
To: Town Council
Subject: Zip line on Snow King
Date: Saturday, May 02, 2020 5:06:56 PM

As a 30 year resident of Jackson Hole I am writing to oppose the addition of a Zip line on out town hill. I look forward every Spring to hiking the King along with many members of our community who use it for skiing and outdoor exercise.

I do not think a Zip line belongs on Snow King. Enough has already been added to make it a bit of an amusement park without the Zip line. A Zip line is a non skill based activity that goes against Jackson Holes adventure culture of skill based activities. It would also be very noisy!

Sincerely,
Margie Reimers

Sent from my iPad

From:	Sam Petri
To:	Town Council; Tiffany Stolte
Subject:	Please vote no on Snow King zip line
Date:	Saturday, May 02, 2020 5:35:42 PM

Dear Town Council and Planning Commission,

It has come to my attention that owners of Snow King Mountain are again trying to obtain permits for a Zip Line amusement park attraction on Snow King Mountain. Please vote against this proposal for the following reasons:

They are very noisy - the cowboy coaster already is very disruptive to neighbors. Just think of the screams from a zip line that goes top to bottom, or even zigs and zags across the mountain.

They are an eyesore - many different people use Snow King, and the zip line, where ever it would be, would take over that area, much as the cowboy coaster has taken over where it sits.

I live on Pine Drive, right on Snow King. I like living adjacent to Wyoming's first ski area, and I do not want to live next to Wyoming's newest amusement park.

I want Snow King to succeed as a business. And I know that it can without this ride. Please oppose it.

Thanks,

Sam

From:	rebecca reimers
To:	Town Council; Tiffany Stolte
Subject:	Snow King Zip Lines
Date:	Saturday, May 02, 2020 5:51:44 PM

Dear Town Council and Planning Commission,

I am writing today to let you know that I (still) oppose zip lines at Snow King. I don't think it's appropriate to allow more noisy amusement-park-like activities at our town hill. Public comment has overwhelmingly expressed these sentiments. Furthermore, I'm disappointed that Snow King would try to "sneak" something like this through in the middle of the COVID crisis. Please deny the CUP for zip lines.

Thank you for all you do for our community.

Yours,
Rebecca Reimers

--

Rebecca Reimers
485 Henley Rd. #4123
Jackson, WY 83001
307.690.6760

From:	Sam Petri
To:	Town Council; Tiffany Stolte
Subject:	Please vote no on Snow King zip line
Date:	Saturday, May 02, 2020 5:35:41 PM

Dear Town Council and Planning Commission,

It has come to my attention that owners of Snow King Mountain are again trying to obtain permits for a Zip Line amusement park attraction on Snow King Mountain. Please vote against this proposal for the following reasons:

They are very noisy - the cowboy coaster already is very disruptive to neighbors. Just think of the screams from a zip line that goes top to bottom, or even zigs and zags across the mountain.

They are an eyesore - many different people use Snow King, and the zip line, where ever it would be, would take over that area, much as the cowboy coaster has taken over where it sits.

I live on Pine Drive, right on Snow King. I like living adjacent to Wyoming's first ski area, and I do not want to live next to Wyoming's newest amusement park.

I want Snow King to succeed as a business. And I know that it can without this ride. Please oppose it.

Thanks,

Sam

From: jean public
To: Town Council; Tiffany Stolte
Subject: Fwd: Take Action! Zip Line Permit on Snow King - Wed. May 6
Date: Saturday, May 02, 2020 4:52:18 AM

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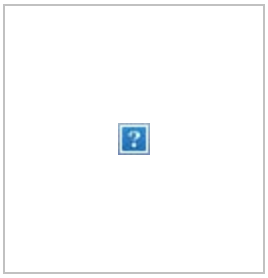
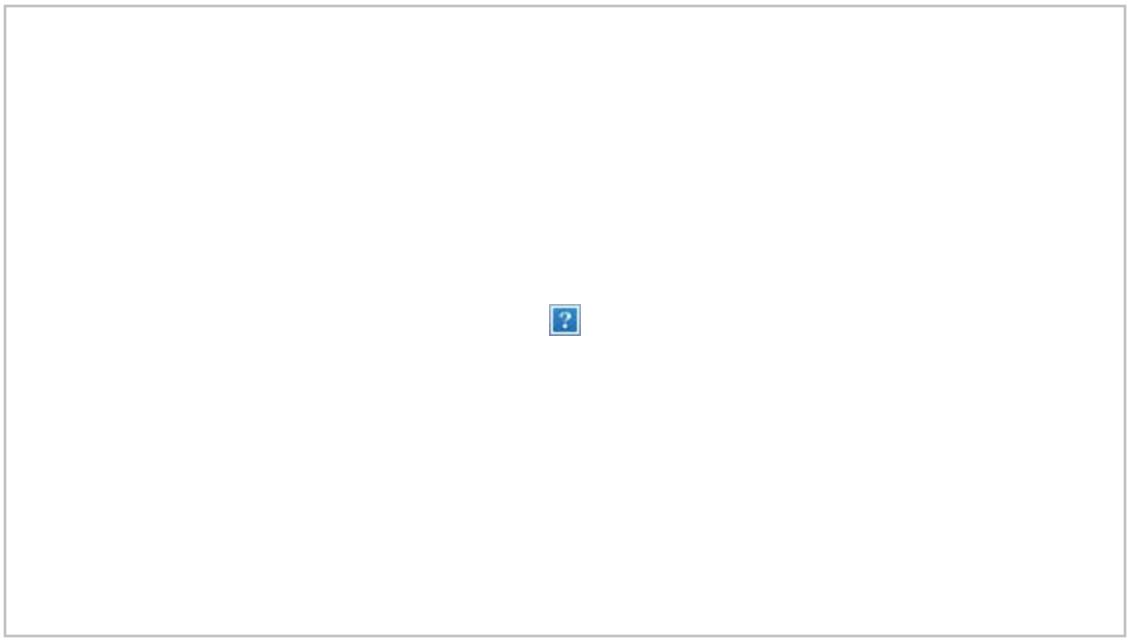
deny permit for zip line. stop destroying nature which is the big atttraction for jackson.its not the fakery and human stuff.
let it go to th next town. not in hjackson

---------- Forwarded message ---------
From: **Clare Stumpf** <clare@jhalliance.org>
Date: Fri, May 1, 2020 at 5:58 PM
Subject: Take Action! Zip Line Permit on Snow King - Wed. May 6
To: Jean Poubilee <jeanpublic1@gmail.com>



We believe that a better outcome for Snow King is possible.



Dear Jean,

I hope you're staying healthy! While we're waiting to hear about the Forest Service's decision regarding the Draft Environmental Impact Statement, the Town of Jackson is considering a conditional use permit (CUP) on private land near the Rafferty lift that would include a zip line. The Town Council has the power to change the permit rules, including denying the zip line plans altogether.

TAKE ACTION

The Town Planning Commission will be considering the permit and then providing a recommendation to the Town Council; therefore, it is critical to get the Town Planning Commission to vote to alter the CUP and deny the zip line. There are many ways to have your voice heard during this process:

CALL INTO THE MEETING

Town Planning Commission will convene at 5:30 PM on May 6th via the WebEx platform. You will need to check the corresponding agenda for the WebEx link to access the meeting. You can give a three-minute comment in real time citing your concerns about a zip line. Detailed instructions about how to participate in a WebEx meeting are available here.

WRITE AN EMAIL

If you are unable to attend the virtual meeting, you can share your zip line concerns via email. You can write an email any time to the Town Planning Commission: planningcommission@jacksonwy.gov and the Town Council at council@jacksonwy.gov. These emails go directly to each council member's inbox and are placed in the public record.

Besides being dangerous, noisy, and inconsistent with the values of Jackson Hole, zip lines do not align with our Comprehensive Plan or local Land Development Regulations. The Town Council will be considering the CUP next, either on May 18th or June 1--stay tuned. Please help Snow King succeed as our Town Hill and not an amusement park!

Best,
Clare

Thank you,

CLARE STUMPF

Community Organizer
Jackson Hole Conservation Alliance

She/her/hers
510-418-0654

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

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

Jackson Hole Conservation Alliance
685 S Cache St
PO Box 2728
Jackson, WY 83001
United States

unsubscribe

From: Jeff Burke
To: Tiffany Stolte
Subject: Zipline
Date: Sunday, May 03, 2020 2:44:14 PM

Dear Planning Commissioners,

My name is Jeff Burke, and I've lived in the valley for well over two decades. My first job in this valley was working for Snow King Mountain in the mid 90s. I've lived on soutjh Millward St. for the majority of my time in Jackson, and I have recreated on Snow King and its trail systems year round for thousands of days of my life. It's a godsend to the valley's character. I do not think a zipline betters the Snow King environment. Quite the opposite. There is already an expansive tree-based ropes course (with small ziplines), alpine slide, roller coaster—plenty of man-made recreation akin to an amusement park. The natural splendor of Snow King doesn't need more lowest-common denominator thrill rides. Just like Jackson doesn't need another Burger King, we don't need another fast-food recreational option that flies in the face of an otherwise healthy outdoor community environment.

Thank you for your time,

Jeff Burke

Sent from my iPhone

From: Fred A Reimers
To: Town Council; Tiffany Stolte
Subject: Proposed Snow King Zipline
Date: Sunday, May 03, 2020 11:36:46 AM

Dear Council and Planners:

As a 30 year citizen of Teton county, I am extremely OPPOSED to the construction of a "ZIPLINE" at Snow King Resort, for several reasons:

(1) They are very noisy, therefore disruptive to neighbors.
(2) They are an eyesore for anyone in the area.
(3) They are a non-skilled activity which promotes an
"Amusement Park" theme to an otherwise scenic ski area.

Please DENY the ZIPLINE permit for Snow King.

From: Fred A. Reimers, 445 Kings Highway

From:	Beverly Boynton
To:	Tiffany Stolte; Town Council
Subject:	zip line concerns
Date:	Monday, May 04, 2020 4:38:08 PM

---

more than concerns. please vote to alter the CUP, and deny the zip line. we are not everywhere USA, and zip lines are everywhere else.

enough is enough. more noise and circus visuals is not what our GLOBALLY SIGNIFICANT STEWARDSHIP of Jackson Hole is about, and it is not aligned with our Comprehensive Plan or local LDRs.

the town council has the power to deny the zip line, and this is what the planning commission recommendation should be.

we are rapidly losing control of our historic and unique character. stop banging more nails in our coffin!

thanks for your work.

From:	Geneva Chong
To:	Town Council
Cc:	Tiffany Stolte; Steve Ashworth; County Commissioners
Subject:	Snow King Master Plan and CUP - please consider these comments
Date:	Monday, May 04, 2020 12:29:27 PM
Attachments:	SnowKing_3May2020_Chong.docx

Dear Mayor Muldoon, Vice Mayor Morton Levinson and Town Councilors Stanford, Jorgensen and Schechter;

Thank you for your diligent work to ensure community benefit from the Snow King Resort District. As you listen to the third reading of the Snow King Base Area Master Plan and consider the conditional use permit (CUP), I ask you to consider a critical fact: several years ago the community played no part in determining the ownership of Snow King Mountain. Further, the community has no responsibility to ensure that a private owner makes a profit from Snow King Mountain.

In fact, a group of community members had reached an agreement to purchase Snow King Mountain, but Max Chapman and the other owners decided to retain ownership at the last moment. I trust that Chapman et al. determined that with revenue generating amusements and lease agreements for use of Town and Federal public property they could make operation of the Snow King Mountain Resort pencil – that is in fact what the community group who attempted to purchase the ski area had determined, and, I believe, what has gotten us to this point.

Again, the current ownership of the ski area was in no way a community decision, and the community does not bear the burden of responsibility to make a private enterprise profitable especially when the massive, private development rights granted by the resort district zoning in our town were provided to private owners with the intent of receiving a community recreation benefit – Snow King Mountain Resort – with specific support (the original conception of the Snow King Resort Master Association – SKRMA) to provide skiing opportunities because skiing alone is almost universally not profitable.

It is the responsibility of elected representatives and Town staff to protect the interests of our community. Here are three points that would serve to safeguard the community benefit of Snow King Mountain recreation opportunities, especially skiing and access to Town and Federal public lands, regardless of Snow King Mountain ownership:

1. A lease agreement that provides for routine maintenance and repair of publicly owned (Town) facilities and lands through a lease payment plus a full percent of what is currently being considered the SKRMA fee (lodging, retail, food and beverage, pass and ticket sales, etc.). The SKRMA fee, as originally intended would be a fund dedicated to Snow King Mountain related community benefits and could include use for improvements such as an additional ice sheet, a mountain sports complex, or other community recreation benefits as discussed throughout this planning process. This may require that the SKRMA fee is 2%, but that is small price to pay when this funding mechanism for Snow King Mountain should have been in place since the inception of the resort district. These funds would need to be managed by a public entity such as by the Town and County Parks and Recreation Department.
2. An agreement that ski and uphill passes are priced based on the 2019-2020 season with annual increases based on a reasonable index such as the actual wage increase granted to Federal employees each year, if any. This agreement would not impact day passes for skiing or any other amusement or activity. This would ensure that skiing and uphill access on Snow King would stay as economically accessible to our community as it is now.
3. If the SKRMA fee in item 1., above, is not enacted, then the lease cost needs to be sufficiently large to contribute to an improvements fund that would substantially contribute to the community recreation benefit (e.g., ice sheet, mountain center, Phil Baux improvements, etc.) in exchange for the resort district private development benefit. In addition, a seat for a Town of Jackson staff person, preferably the Town Attorney, on SKRMA or whatever the entity overseeing the expenditure of the "SKRMA" fee is in the future needs

to be established and exercised. This representative for the public interest would thus participate in discussion regarding how the SKRMA fee is spent and communicate with SKRMA regarding spending of the improvement fund generated via the lease agreement.

Thank you for considering these points – now is our community's opportunity to make things right and create balance between private development rights and the community recreation benefit that was agreed to with the establishment of a private resort district in the heart of our community. It is our responsibility to do this right, right now so that future generations continue to learn to love this place, ski and race on Snow King Mountain. Please do not hesitate to contact me with any questions.

Stay well,

Geneva Chong

East Jackson, 307-699-0330, Geneva.chong@gmail.com

From: Lori Iverson
To: Town Council; Tiffany Stolte
Subject: Zip line permit on Snow King
Date: Monday, May 04, 2020 10:34:45 AM

Dear Planning Commission and Town Council,

I have concerns over a conditional use permit (CUP) on private land near Snow King's Rafferty lift that would include a zip line.

Various planning documents and community conversations have expressed a need/desire to continue putting more housing within Jackson's existing town limits in order to reduce "community sprawl." At the same time, though, the number of activities and events that generate substantial noise has increased, especially at Snow King. Simply put, the two don't mix. From frequent summer concerts, music at other events, snowmobile competitions, a roller coaster, an adventure ropes course, etc., the noise level and impacts to residents in the downtown and East Jackson areas continues to rise.

Day after day (and evening after evening), all summer long, I sit in my small East Jackson back yard, listening to shouting, whooping, hollering, and screaming, coming from the "adventure activities" Snow King already offers. Though not measurably loud on the decibel scale, the noise is like an annoying mosquito that won't go away: ever present, ever disruptive.

Just in my small housing development alone, we have a number of essential community workers, including two wildland firefighters, a structural firefighter, an emergency communications specialist, an ICU and recovery room nurse, a dispatch center manager, and a Search and Rescue coordinator and responder. Though these are the very people our elected officials say they hope to house, they are the same people that frequently work erratic schedules and are affected by a constant bombardment of noise that doesn't respect the need to rest, the need to recharge.

You have an opportunity to demonstrate your commitment to our housing crisis. Is the addition of another Snow King activity worth the noise impacts to neighborhoods and the people that keep our community running? We have so few housing options available to our community residents. It's disappointing that someone's only housing solution may be to live near an amusement park that generates noise day and night, weekdays and weekends. And it's very frustrating to those that have made a home here and are now faced with another noisy, unnecessary intrusion -- a zip line -- that detracts from quality of life. You need to decide if it's fair to let one business entity make money from an activity that has such long-term negative impacts to so many others and does not represent our

community values. This was at the heart of the recent backlash against helicopter scenic tours. Will it happen again, but this time right in the heart of downtown Jackson?

I hope you'll err on the side of the caution and be an advocate for the hardworking members of our community rather than a proponent for the expansion of an amusement park.

Most sincerely,
Lori Iverson

(307) 699-4747
lori.iverson13770@gmail.com

From: Andrew Jakovac
To: Tiffany Stolte
Subject: No Zipline please!
Date: Monday, May 04, 2020 1:13:03 PM

This is getting old. It seems like we are constantly under the threat of another request for amusement park like impingements on or in the airspace above public lands and community members lives. The application for a zipline is just another one that, if approved, will again degrade the experiences and value of life that once existed in Jackson, WY, now gone forever due to the shortsidedness of outside investors trying to make a little more money and overall lack of local resistance and governmental foresight.

Education empowers and creates ethical users. The addition of a zipline does nothing to promote responsible activity in and around the Jackson area. Please do not approve the zipline, and in doing so keep our town livable for its supporting community.

Thank you,
Andrew Jakovac

From: Mark Baudendistel
To: Tiffany Stolte
Subject: Zip line
Date: Monday, May 04, 2020 2:11:20 PM

My name is Ann Makley and I am an east Jackson affordable home owner. I love “the king” as all of us do in Jackson. However, I am not in favor of the king turning into an amusement park. Therefore, I am against the zip line and continued expansion into wildlife areas on the east, south and west aspects of the resort.
As east Jackson residents we listen to the screams daily from the mountain coaster. Please consider the “collateral damage or consequences”
of approving the zip line and requested expansions.
Sincerely, Ann Makley

Sent from my iPhone

From:	Brigid Mander
To:	Tiffany Stolte
Subject:	NO to the zipline for Snow King Mountain
Date:	Monday, May 04, 2020 12:35:28 PM

Hello, Planning Commissioners,

Thank you for your work on behalf of the community and serving on the planning commission. I am taking the time to write to you with serious concerns on about the plans for development of Snow King Mountain, notably the zip line, and to ask you say no to this proposal.

As a town we must maintain our values, culture and protect the special qualities here that we share with visitors, and why they come here to seek it. While the conversation is unfortunately, currently about what kind of profit the current group of owner/investors should be able to make, it should be a priority to weigh private investment ROI against the real costs, both immediate and long term, to this community and the cherished environment.

The zip line idea has proven profoundly unpopular, given that not only will its impact be seen, heard, and felt all over town, but it has nothing to do with why anyone travels to this region, and nothing to do with our values, and the wild, human powered ethos that is a major part of our identity - and driver of the tourism economy. People do not come here for ziplines, yet we are faced with a burdensome, wearying, high-impact prospect: screaming and extended hours over town, on top of the existing screams from the roller coaster that can be heard in residential neighborhoods, up Cache Creek, and through the surrounding National Forest, emanating from the heart of town. Ideas like these are an assault on all the values and reasons that make the Jackson Hole valley and culture special.

We are all acutely aware that given free reign, this area is a goldmine for all sorts of profit-making schemes and ideas, but it is so valuable today because a century ago, some individuals saw the big picture, and prioritized protection and the long view over short-sighted, short term profits. Please, be a part of a solution drawing firm lines, even when difficult - although this decision shouldn't be, given strenuous public opposition to relentless developer pressure on the mountain and base - and say NO to Snow King's zip line idea. Here, we see another move in a death by a thousands cuts scenario to the values and preservation that has survived here, and can be found in fewer and fewer places.

Please don't ask that town and residents sacrifice in this way, for private benefit on profits from banal, local quality of life ruining amusements that can be found anywhere else, from Las Vegas to Ohio.

Thank you for your time,

--
Brigid Mander
www.brigidmander.com

PO Box 1666

Wilson, Wyoming 83014
917.847.8734

From:	Mike May
To:	Tiffany Stolte
Subject:	public comment - Snow King CUP
Date:	Monday, May 04, 2020 3:59:05 PM

Good day planning commissioners,

I'm writing to comment on this week's planning commission meeting, specifically to voice my opposition to the zip line as proposed at Snow King. I'll do my best to dial in Wednesday but in case I cannot I wanted to get on record here.

I am a supporter of Snow King, having had more season ski passes there than I can remember over the years, so please as I say this, know that I truly want a viable Snow King. That said I don't think we need to commercialize every square inch of it and bastardize the place completely. I've said it before and I'll echo it again. Snow King, YES. Disneyland, NO!

Zip lines are intrusive for both human and wild residents in the immediate area and I cannot stress strongly enough that Snow King owners do not have the inalienable right to run roughshod over our community character in the name of staying afloat. If the way they've conducted business to date with the roller coaster there, i.e. violating operating hours and generally thumbing their noses at their neighbors is any indication of how zip lines would operate, please.....Just. Say. No.

There are many other amenities in place and coming in the near future that will keep the resort humming and operational without a zipline. If you have a moment, this is a bit of a longer read, but zip lines are quite dangerous too.... https://www.outsideonline.com/2159481/just-how-dangerous-are-ziplines

To reiterate, I'd like to see Snow King succeed. A gondola makes sense, and I'd welcome one.....but a zipline (especially a top to bottom zipline as SK is marketing on its website right now) would be a detriment to this community, NOT the asset it's being sold-in as by the developer.

Thank you for your consideration, and for the time and effort you put forward for our community.

Sincerely,

Mike S. May
Jackson, Wyo.

From:	Alexander Muromcew
To:	Tiffany Stolte
Subject:	Snow King Permitting
Date:	Monday, May 04, 2020 10:32:01 AM

Dear Town Planning Commission:

In regards to the prosed zip line for Snow King Mountain Resort, I would request that the Town of Jackson establish a clear and transparent permitting process for this and any other activities that may impact the resort's neighbors and affect the atmosphere of our "Town Hill." Is it possible to require a Basic Use Permit or some other permitting process and establish defined thresholds that would require a permit? Whether it is a zip line or some other activity or event, there should be a process to guide the Town and Snow King Resort going forward.

respectfully,
Alex Muromcew

From:	Arty Polo
To:	Tiffany Stolte; Town Council; Erin Guertin
Subject:	Snow king Zip Line
Date:	Monday, May 04, 2020 11:49:12 AM

I am writing you to express my concerns about the proposed Zip Line before the town planning mtg on May 6th. I have lived and recreated in Jackson for the better part of 20 years and have recently moved from the back side of the king in 810 west to slope side in the Pine Glades Units. I consider our family to be extremely fortunate for many reasons. One of which is that we have resided for a large part of our Jackson tenure in and around the King. I believe that allowing the Zip Line to run in the proposed path is out of line with what our community cherishes and appreciates. I understand that it is a difficult move to get in the way of private businesses but where do we draw the line? The main issues that I see are base area Noise, aesthetics of the Snow King base area/Phil Baux Park, and the peaceful Summit experience turning into a screaming/lets get pumped up scene. Why wouldn't we ask that the King consolidate the impacts of noise and put the Zipline by the Coaster?

Thank you for considering.

Arty Polo
artypolo@gmail.com
(307)690-6048

From: Robert Righter
To: Tiffany Stolte
Subject: zip line
Date: Monday, May 04, 2020 11:12:00 AM

Please, please, please, deny a permit for a zip line on Snow King.

Thank you,
Robert Righter

From:	LaVonda Rothman
To:	Tiffany Stolte
Subject:	zip line on Snow King
Date:	Monday, May 04, 2020 9:57:56 AM

Hello-- I am writing to voice my opposition to the idea of a zip line on Snow King. Snow King is such an asset to the town of Jackson--such a wonderful natural setting ---why on earth would anyone want to turn it into an amusement park??
A zip line would be a disaster ! It has no place on Snow King or the surrounding area. Please work to preserve all that beauty and wild-life --- now and for future generations. If it is allowed to be built, the habitat and beauty will be destroyed forever. Don't let this happen!
Thank you for your consideration.
Regards--LaVonda Rothman

May 5, 2020
Town of Jackson Planning Commission

RE: Gondola and Zip-Line Conditional Use Permit (CUP)

Dear Planning Commissioners,

We appreciate the significant attention that you have already devoted to the future success of Snow King Mountain Resort. The CUP contains many reasonable elements that will provide stability for future investors, including a gondola and renewed leases. Unfortunately, it also includes a highly controversial zip line and alarming proposals for facilities on top and public infrastructure. We love Snow King and we want it to succeed, as our local ski hill and not an amusement park, which is why we ask that you **recommend denial of the zip line** and put stringent requirements on all amusement development.

First, given the pandemic and massive economic uncertainty, <u>now is not the time</u> to push controversial and divisive projects like a zip line. Our community is adapting to the coronavirus and related fallout. We've all adjusted our lives with a "community first" mentality. Community members are focused on their immediate needs, and Town Council is focused on potential 50% budget cuts. This is not the time to push projects through that we already know much of our community sees as harmful and unnecessary. *We call on the developers to pause this application until we reach the "New Normal" as defined by Public Health. If they won't pause it, we ask you to recommend a pause to Town Council.*

Second, please don't approve a zip line simply because it is included as a *potential* use in the Snow King Base Area Master Plan (BAMPA). Town Council was clear that they were not granting permission for a zip line – or this zip line – in the BAMPA. Rather, they were giving the investors permission to come back with an application. Now, it's your turn to determine whether this application is good for our community. If you hear from a wide range of our community that a zip line will harm what we love about Snow King, please deny it.

Please do not accept the argument that the zip line is somehow necessary for Snow King's financial sustainability. Unless the investors are willing to open the books and show that such a claim is true, it simply cannot be the basis for public decision-making. This is not to doubt their truthfulness; rather, it is responsible management of the public trust. As Ronald Reagan liked to say: "Trust, but verify."

Even if a zip line (or multiple zip lines) *were* necessary for *these investors'* business plan, that doesn't mean zip lines are necessary for *Snow King's* success. Although these investors are only offering our community one option (theirs), we have other realistic alternatives. Mad River Glen in Vermont is a beloved community hill, run as a co-op with community members holding shares. Howelson Hill in Steamboat is run by the city, specifically to prevent it from becoming "Disneyland." And, during the discussion of a fee on SKRMA supporting the ski area year-in, year-out, the investors estimated that the fee would yield $250,000-$400,000 per year, which is what we have heard the resort needs to be profitable. Jackson Hole is the wealthiest community in the world. If other communities have made town hills work, we can too. Private developers are welcome to run our ski hill, but only if they'll do so in a way that respects our community values, wildlife, and public lands. This proposal

unfortunately fails on all those counts.

Here are our top five reasons why zip lines on Snow King are a net negative:

1. Zip lines are controversial. Zip lines were the single most controversial project proposed on town land.[i] Meanwhile, Snow King has also proposed at least two more zip lines on Forest Service (FS) land, including one from summit to base that still shows up as an alternative in the Draft Environmental Impact Statement. We'll be engaged throughout the rest of the FS process for as long as it takes to stop these harmful projects and achieve a reasonable compromise – which could take years.

2. Zip lines are high-risk. As recently described by *Outside* magazine,[ii] as zip lines become more popular, injuries and deaths become more prevalent. More than 3,600 injuries occurred in 2012. Locally, a family sued Grand Targhee after a middle school child fell from a zip line during a field trip.[iii] Snow King has also had some very close calls, including failing safety harnesses on the roller coaster,[iv] and opening the mountain on a dangerous day that led to an inbounds slide that endangered 200 children.[v] Given this questionable safety record, the Town should absolutely forbid any *additional* unnecessarily risky amusement rides.

3. Zip lines would make our Town Hill worse. Our community – and visitors – love Snow King for what it is: one of the finest mountains in the country for kids to learn to ski, for youth ski racing, and for uphill-based exercise. Zip lines overhead or nearby would harm every one of these reasons we love Snow King. Our visitors and community members deserve an authentic Town Hill experience.

4. Zip lines are inconsistent with our Comprehensive Plan and Land Development Regulations (LDRs). Our Comp Plan establishes that we want to be a community first, resort second. The zip line would primarily serve tourists while aggravating residents and would be an unnecessary shift away from rural Western character.

Town LDRs regarding Planned Resorts state that resorts should "encourage recreational activities that rely on indigenous natural attributes of the area, contribute to the community's character and economy and have had a long-standing, beneficial role in the community" and should have a "high degree of self-containment" (4.3.1.A). **Zip lines fail on all counts** (except perhaps the economy, if divorced from community character)**.** Zip lines do not rely on natural attributes: they work at Vegas and Disneyland just as well as they do on mountains. They harm our community's character and obviously have not had a "long-standing, beneficial role in the community." In fact, zip lines are viewed negatively by much of our community, and the noise and lighting will clearly spill beyond "self-containment."

The LDRs for this area also call for you to "Ensure a balance is maintained between tourism and community that promotes social diversity but does not cause undesired shifts away from rural, western community character" (4.3.1.A.8). This proposal marks a clear end to "Jackson Hole, Last of the Old West." Zip lines and massive event centers on top of Josie's Ridge are widely undesired and clearly not "rural, western community character."

5. Zip lines would have a negative impact on town residents and property owners. The noise and amusement character will reduce neighbors' quality of life and could decrease

property values. One could say "they shouldn't have bought property near a resort, since they could end up with a zip line," but the rules were – and still are – clear that zip lines are incompatible with our LDRs. The application says that the "zip line itself" will generate less than 65 decibels, but what about its riders?

- *To prevent these serious, divisive, and unnecessary impacts, please deny the zip line.*

Also, please consider these comments regarding the other elements of the application:

Please support staff's condition of approval to require operating plans and a cumulative look at all the base area amusements. We agree that base attractions should have uniform closing times to provide for a good customer experience and predictability for the community. We believe 8pm is an appropriate closing time to limit the nuisance and impact on neighbors, recreationists, and our community, with *rare* exceptions for events (no more than a few times per year). Town Council has heard complaints for years about the current late operation of loud amusements. This is our community's chance to solve this ongoing problem. Snow King is not a self-contained resort, and its operations need to start respecting the neighbors and community nearby. Remember, we have a clear goal of being a community first, not just a resort. *If these investors can't run the resort without unacceptable impacts on our community, then they should let someone else take over who is willing to respect our community.*

Please do not allow the resort to extend closing hours to 10pm up to five days per week for "special events and groups." Even going to 10 pm a few times a year is a major nuisance to our community. Five days a week is outrageous. With a wedding venue and event complex proposed for the top, weddings, private parties, fundraisers, corporate retreats, exclusive group tours, or anything else qualifying as a "group" could occur frequently – meaning that the light and noise disturbance to people and wildlife could be virtually nonstop. Events on the summit requiring extended hours should be subject to a special event permit since they will require use of the gondola located at Phil Baux Park, and with a low annual limit for all such events (five per year?).

Please require a respectful 8pm closing time for the gondola and summit complex. The applicant proposes to allow the gondola and summit complex to operate as late as the bars in town. That is also outrageous. A downtown bar experience is utterly inappropriate for the summit of our Town Hill or for our public lands. The Forest Service rules also do not allow commercial development that is already available nearby[vi] *such as the bars downtown.* Furthermore, additional summit ridge light pollution could negatively impact many wildlife species, particularly lynx, which are a threatened species. Ridgeline lighting and nighttime activity not only impacts all town residents but would also spill over into Leeks Canyon, which is extremely important for wildlife.

A note on housing. We support Housing Department's staff recommendation to conduct an independent calculation on the number of year-round employees to be generated by replacing lifts with a gondola; please require it as a condition of approval for the gondola permit.

Lastly, please negotiate for fair leases of our public land. 50 years is *way* too long to lease town land to anyone. We have no idea what the economy will bring in a month, let alone

a year. Why give below-market rates to an investment group for 50 years? The applicant claims that the lease length is comparable to other leases the town holds but does not provide examples. We researched the question and found that the lease for the fairgrounds is only 24 years. In fact, *Snow King's town leases should be up for renewal at the same time as the permit for the Forest Service – in 2039 – so that the town can re-negotiate terms as the developers propose other changes in the future.*

Additionally, if the investors get to use ~30 acres of Town land for below-market rates, they should stop charging the Town high rates for using the communication towers on top of Snow King, and *town residents should regain the free year-round uphill access that we had for almost 80 years.* Otherwise, the investors should provide the town with a measure of profit-sharing from all use of town lands.

Conclusion

Overall, we believe that a far better future is possible for Snow King than what the investors are proposing. Zip lines and late-night amusements clearly make Snow King worse, they're controversial, and Snow King can succeed without them. Please don't let the current group of investors convince you that unless you approve everything they want, Snow King will fall apart. Clearly, there are better ways, and we would be more than happy to talk through those strategies with you as a group or individually, at your convenience.

Sincerely,

Brooke Sausser
Community Planning Manager

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[i] Cottier, Cody. (2018, Nov. 14). "Future of King packs hearing." *Jackson Hole News & Guide.* https://www.jhnewsandguide.com/news/town_county/future-of-king-packs-hearing/article_6a9db294-b275-5dd4-8a47-1eb5f989febc.html.

[ii] Borrell, Brendan. (2017, Feb. 28). "Just how dangerous are zip lines?" *Outside.* https://www.outsideonline.com/2159481/just-how-dangerous-are-ziplines.

[iii] Breysse, Emma. (2012, May 4). "Afton family sues Targhee." *Jackson Hole News & Guide.* https://www.jhnewsandguide.com/news/top_stories/afton-family-sues-targhee/article_c96b0dd6-56d5-5a50-8354-282091af2be7.html.

[iv] Cottier, Cody. (2018, Aug. 23). "Seat belt failures close coaster, spark recall." *Jackson Hole Daily.* https://www.jhnewsandguide.com/jackson_hole_daily/local/seat-belt-failures-close-coaster-spark-recall/article_58033c12-05b7-5646-b5ec-931ef260561c.html.

[v] Mieure, Emily. (2017, Feb. 11). "Slide closes Snow King." *Jackson Hole Daily.* https://www.jhnewsandguide.com/jackson_hole_daily/local/article_c2e4babd-8885-5cb5-be42-eea081fe4924.html.

[vi] Forest Service Manual 2340.3 states: "Deny proposals by the private sector to construct or provide outdoor recreation facilities and services on National Forest System lands if these facilities and services are reasonably available or could be provided elsewhere in the general vicinity."

From: Mike Varilone
To: Tiffany Stolte
Subject: Proposed Snow King zipline
Date: Tuesday, May 05, 2020 11:00:44 AM

To whom it may concern:

I am Jackson resident for 28 years and an east Jackson homeowner for 22 years. I am writing in opposition to the proposed zip line on Snow King Mountain. There are many reasons why allowing this "amusement park ride" would be a detriment to our community. They are a very noisy and one more eyesore that we don't need on our beautiful town hill especially given we already have one of those with the ridiculous (and VERY noisy) mountain coaster. Zip lines are a non-skill based activity that goes against Jackson Hole's adventure culture of skill based activities and is much more akin to an amusement park. It's also one more thing will be staffed with seasonal workers and H2B visas which exacerbates Jackson's already dire housing situation. Please DO NOT approve the zip line.

Thank you,

Michael Varilone

From: Noah Osnos
To: Tiffany Stolte
Subject: Snow King Mountain Resort application
Date: Wednesday, May 06, 2020 3:44:16 PM

In recognition of the fact that SKMR (and its associated entity SKRMA) has not committed to an irrevocable funding of the ski hill operations, and is not required to place a bond for its future construction plans, I would echo the requests of others in regards to approvals and lease re-negotiations: to whit, a revenue sharing formula (which is common to many restaurant and service-related leases) instead of a fixed annual fee. This will guarantee a fair deal for the town, without having to make prognostications about future business patterns (which is extremely difficult given the current circumstances). Disclosure of SKMR LLC's visitation records is critical, as they have claimed that they are unable to afford their prior commitments given the breakup of the original SKMR properties, and are looking for such serious & permanent concessions from the town.

The Forest Service EIS has, unfortunately, put the town in a bind, as the draft has given nearly 100% of the applicants' requests to them, without addressing constituent concerns in any meaningful way. As an example, many in Jackson were relieved this year to be without the snowmobile Hill Climb, with the attendant congestion and noise it brings to Jackson. However, it has always been tolerated as it has been recognized that it contributes to town business (and the town coffers). There is no guarantee that the additional construction of the gondola and any particular zip-line will aid the quality-of-life or the town finances, so the town should be erring on the side of caution, in both its CUP approvals and for any permanent changes to the landscape at the base of the mountain (particularly on town-owned land).

From: Cahn and Brown
To: Tiffany Stolte
Cc: Town Council
Subject: Snow King CUP
Date: Wednesday, May 06, 2020 2:50:47 PM

We are writing to ask you to alter Snow King's Conditional Use Permit to remove the zip line(s). We place a high value on Snow King as a town treasure and we don't want to see it turned into even more of an amusement park than it already has become. Zip lines are:

- Inconsistent with the Comprehensive Plan and LDRs.
- Inconsistent with our community values as evidenced by the overwhelming public opposition.
- Noisy and are inappropriate when the land is adjacent to a residential area.
- Dangerous and not well regulated with an unacceptable incidence of serious injuries.

Please do the right thing for our community and deny Snow King's request in the CUP for a zip line.

Thank you for the opportunity to comment.

Sincerely,
Lorie Cahn and Doug Brown
East Jackson

From:	Julien Hass
To:	Tiffany Stolte
Subject:	CUP Snow King Land.
Date:	Wednesday, May 06, 2020 8:40:21 AM
Attachments:	SKRMA Town planning.pages

Dear Commissioners,
I am attaching my letter in opposition to the CUP desired by SKRMA in this email. I hope you will consider it.

Dear Commissioners,
Thank you for your time. I am writing as I am strongly opposed to the Conditional Use Permit desired by SKRMA.
Allowing these changes would give the resort a green light to continue their detrimental management methods. It would allow for increased danger, more mechanical sounds, that are opposite to the Wyoming way of life and all to present in this town through the increased construction rate. It would increase the injury rate, potentially overwhelming our small but excellent hospital.
The popularity of the resort and the town would potentially increase, which would be excellent for businesses. Unfortunately, this may only be a short term increase until injuries and lawsuits arise from increased activity.
Trust in SKRMA would erode even further, as it is already quite low.

The sounds emanating from Snow King during the summer are both pleasant and disgusting. The sound of families laughing and playing are great and enjoyable. Unfortunately, the mechanical sounds from the coaster, and potentially a zip line, that create the laughing are not enjoyable. The sounds from the hotel are not enjoyable either, the constant rumbling of cars, the exhaust fans of the hotel, the delivery trucks, while necessary, are not fun.
The dangers that come with a zip line are considerable. Serious injuries, death, can arise. Between 2006 and 2016 there have been 16 *reported* deaths from Zip Line accidents. Neither Snow King nor the Town of Jackson want anyone to die from this type of activity.
According to Ohio State University research, 12% of zip line injuries have resulted in hospitalization.
(https://www.robsonforensic.com/articles/zip-line-safety-expert/)
Our small but excellent St.John's Hospital cannot handle that amount of injuries.
We are already flying out patients due to the pandemic, will we do the same for injured tourists on a near daily basis?

The cost of a new endeavor is always high. If the CUP was passed, SKRMA would undoubtedly decide to pursue a zip line and other outdoor activities. They would need to train their staff in EMT practices, as well as making sure they are able to operate the course they are in charge of. This is not only expensive, but also difficult to ensure the safety of every party involved. Besides federal guidelines, what safety measures would SKRMA be following for the courses it would create for summer activities?

Trust is also a strong issue regarding SKRMA, one that I have the impression the community is not putting enough pressure on. This resort is small, yes, however it could be managed more seriously and professionally. Large companies succeed because they are serious and (mostly) trustworthy. Unfortunately, this is not the case with SKRMA. They have been sold to a real estate management company that has pledged $5 million in renovations. Perhaps this was only for the physical hotel property.
They did not decide to put some of that money into improving their existing structures on the mountain for winter enjoyment, such as a gondola. Even less costly, the cabins for ski patrol could be improved. This has *never* been done.
Sadly, it is obvious that the large empty structure at the top is simply keeping space occupied for the observatory and restaurant they would like to put in place. However, I do not believe this company can be trusted as they are not willing to improve what they have.
Creating a small restaurant or snack bar at this location would create additional revenue and be a welcome addition to the mountain top, both during the summer and winter.
In addition to this, they have proven themselves to be sneaky as they moved the backside of the mountain in October 2018 knowing very well this was not their property, and got nailed for it.

As I am a resident of this town, and a user of Snow King, in all activities, I want to see it succeed. I would offer my help for it to be successful. Unfortunately, it is obvious that Max Chapman and SKRMA only have monetary interests in mind and do not wish to help the community they say they care about.

I encourage the town planning commission to at the very least put strong restrictions in place for the CUP, and at the most to deny it. This will not be long term beneficial for the town or the community.

Julien Hass
307 920 0747
julien.hass@gmail.com

From: Susan Marsh
To: Tiffany Stolte
Subject: Snow King
Date: Wednesday, May 06, 2020 10:39:03 AM

To Planning Commission

RE: Snow King CUP considerations

Items A and B – all I had time to look at of the 98-pager

A: I would hate to see the gondola base intrude on a public city park. I thought there were some good alternatives being discussed, but it appears that the applicant still wants approval for the original location. Concern about the gondola also includes adequacy of parking at the base, as it is clear that the intent of the high-capacity lift is to bring busloads of tourists to the summit. I disagree with staff reporting that parking will not be an issue. It's already an issue at times.

As far as additional lighting for night skiing there should be some requirements that the lights are shaded to shine downward only, not to greatly increase the light pollution already present at the resort. I don't know much about the proposed lighting system but it sounds like it's trying to respond to this concern, but it's the cumulative effects of all the new and proposed lighting that is of concern.

B: Although as a neighbor to Snow King I do not relish the prospect of additional noise from people screeching on rides at the resort, I think placing a zip line off national forest land is the only acceptable alternative to what has been proposed in the BTNF draft EIS. It is basically against USFS policy and the provisions of the Ski Area Outdoor Recreation Enhancement Act to place amusement park-type rides on the national forest, which is the reason the roller coaster was denied by the BTNF. Placing it off the forest (assuming this zip line is meant to replace one starting at the summit, and not in addition to…) is a better way to go.

Hours of operation for the zip line and existing roller coaster should not be extended into the mid-late evening hours when residents nearby are able to go outside for some peace and quiet. 9 PM is too late for us to listen to a bunch of screaming.

Thanks,

Susan Marsh

From:	Shane Rothman
To:	Tiffany Stolte; Town Council
Subject:	Zipline: No (unless conditions can be met)
Date:	Wednesday, May 06, 2020 11:53:04 AM

Hello Planning Commission and Town Council,

In regarding the addition of more ziplines to Snow King Mountain, it has become clear that our Planning Commission and Town Council might be the only voices that SKMR LLC will acknowledge. On behalf of the public, please take our concerns more serious than their attempts to further capitalize on our tourism market. Many people have been waiting for this opportunity to rectify the impacts that have gotten out of hand over the years, and it's beyond time to review previous mistakes, and plan better for the future.

First of all, please use your leverage to remind SKMR LLC about the time that they secured a "Minor Development Plan" for a rollercoaster, restaurant complex, and mass grading and deforestation, in just one Town Council Meeting(11/17/2014), where all concerns and public comments were disregarded so they could get an expedited approval(Didn't this even skip review from the Planning Commission?). There was no acknowledgment of or discussion regarding noise impacts, impacts to wildlife, operating hours, employee housing, parking, the outdated Resort District Master Plan that did not contain a coaster or restaurant complex, or even the fact that their access road on their private land is unsafe and unsuitable for the increased/unprecedented usage.

As a neighboring resident who has grown extremely tired of hearing automated speakers(Here we go, push the handle forward and have fun, every 15 seconds), screaming, and Truck/ATV/machinery traffic for over 11 hours a day, I would likely be 110% against this zipline proposal, but I do realize that this is probably the only opportunity to ever address the current and future impacts of their activities, with impacts that seem to get much worse each year. Many of these issues should have been addressed prior to the 2014 "minor development plan" approval.

Here are some "demands" that should be adhered to if another annoyance is going to be further considered:

-First, please ask the applicant if this is the only zipline that will be added to the mountain. Many members of the public have requested no more ziplines on public land, and SKMR LLC executives previously stated that they will not land any ziplines in Phil Baux Park(please clarify that they won't land any on their private land at the western/"community" portal either). Personally, I have advocated for all further amusements to be placed on their private lands in order to confine the impacts to their current area, as long as certain conditions can be met. The "private land area" is already undesirable for traditional recreation, while the rest of the mountain continues to see increasing usage of public recreation, and those public lands deserve to remain inviting.
Please do not even consider approving this zipline if SKMR LLC still has plans to cover the rest of the mountain with more, and consider obtaining the confirmation in writing.

-Please request respectful operating hours that acknowledge the public's benefit of having an inviting "Town Hill" atmosphere for at least a few hours per day. For many years now, SKMR LLC has gotten away with abusing their allowed hours of operation, as evidenced by their

business application which states an 8:00 closure time, and any vague wording must be clarified(from “time to time” does not mean all of peak summer). Quieter nights would be appreciated by the many people who enjoy beautiful sunsets and cooler temperatures in the summer, and even the wildlife knows that this area is much more inviting once the activities are closed. The “evening Big King Pass” does not help the situation either, with “all you can scream/ride” discounted tickets that make these hours the loudest, which is further amplified while the rest of town is quieting down. Adding alcohol specials at King’s Grill does not help the situation either.
Across the western USA, the majority of summer amusements at ski areas close between 5 and 6 pm, even though they do not border full time residents, or serve as the primary recreational hub for hikers, bikers, and dog walkers. A reasonable closure time for their louder activities to close should be no later than 6pm.
Personally, nowadays I refuse to recreate on the King in the evenings during summer, and every night I try not to be at my residence until after 9:15pm when the last screams descend the mountain, even well past sunset in the complete darkness. It got old a long time ago, and I cannot imagine a worse neighbor to have than a busy amusement park.

-Please request that their service road should be immediately rerouted to a a safer and less steep grade to address the “emergency access” issue that they have been clamoring for in their requests for a new service road to the Summit.
Accidents are most likely to occur in this area (along with improved emergency access that would benefit the neighboring public trail system), there have been many ambulances crawling up the hill over the years, and I have personally witnessed a runaway ATV that nearly crashed through a house(and very inexperienced drivers, none of which have ever been required to wear helmets), jackknifed trailers, 2WD vehicles that spin out in a dust cloud repeatedly before reversing down the steep grade and then “gunning it” back up the hill to make the turn, semi trucks, concrete trucks, dump trucks, sewage trucks, and even private vehicles are all challenged by the grade and tight switchbacks. The road also gets pounded into fine dust with the increased usage since 2014, and attempts to mitigate the dust with a water truck only seem to make it more slippery and dangerous.
Rerouting their current summer road is long overdue, and should be the first priority before any further projects are approved. This project should be encouraged to start immediately in Summer of 2020.

-Noise and visual impact mitigation: SKMR LLC has made zero attempts to address this, and even failed to comply with their own revegetation plan. There is no screening where it is needed most, and many of the miniature trees they have planted are already dead. If another zipline is considered, please request an update to the revegetation plan to help screen the impacts.
Nothing can be done about the screaming, unless they can somehow encourage their paying guests to refrain. Repetitive automated speakers can be heard nearly every 15 seconds everywhere in proximity to the Coaster, including private residences.
In the coaster’s business application, the Coaster is required to operate under 65 decibels. It seems to be falling into disrepair already, with clanking, grinding, and noises that resemble some kind of assembly line. The compliance has likely never been monitored, but must be in the future.
Another suggestion that should be mentioned to the applicant would be to paint the coaster green. It’s an eyesore, and this is the only way to mitigate the permanent visual impact.

-Ziplines are not quiet. The current ones on the ropes course were required to be the quietest

ones available, but the sound still carries significantly beyond the area. This proposed zipline will be much louder due to the higher speed and no potential buffering due to the proposed height. It will also likely contain a loud stopping mechanism at the base(please inquire about this for the sake of uninformed hotel patrons and condo owners). And of course, I imagine long duration shrieks and screams coming from 99% of the riders.

-This development would increase their workforce, and should require more employee housing mitigation. Keep in mind that their workforce has increased substantially since 2014(especially in Summer), and please request to see their employment records dating back to 2010 to figure out how their housing requirements should be fairly adjusted. This should have been analyzed in 2014 prior to the approval of the "Minor Development Plan", when many more jobs were added.
Also, considering that there may be many years worth of construction and reclamation ahead, please account for these temporary jobs as well, and encourage SKMR LLC to disclose a plan for additional temporary housing. In the construction season of 2015, there must have been 100 additional workers on the mountain rushing to finish the projects in one season, and the proposed projects will likely require even more, for far more than just one summer season. During this timeframe(2015), I did not find it to be a coincidence that workforce housing became the most pressing issue facing Jackson, as it was obvious that huge construction projects facing deadlines required a flood of temporary non-local workers to find a place to sleep at night.

-Decommission the 42 year old Alpine Slide as a "win-win" trade off. Besides the screaming, the carts on the track produce the loudest sounds, which even echo off nearby homes. Usage has increased greatly since they reported an average of 70,000 annual riders prior to 2014, back when operating hours weren't nearly as long.
There have never been any attempts to mitigate the noise from this dilapidating liability, which includes loose seams(clanking), and no backfill underneath of most sections, which amplify the sound significantly.
This activity sees frequent accidents, and SKM still insists on operating it when it is wet, and even in the complete darkness during late summer. I have little faith that safety will be prioritized in a zipline after witnessing these operations continue year after year.

-Please request their annual visitation numbers for each activity, and their projections for the future. These numbers will be important to consider when attempting to recognize impacts and infrastructure needs.

-Please do not fall for SKMR LLC's argument that operating 49 hours per week all winter mandates these ridiculous summer hours. Using their own logic, they have voluntarily harmed their winter business for years by constantly adjusting their hours of operations. There is no reason why their hours must be the same every day of the week.

Thank you for your time and consideration,
Shane Rothman (and Whitney Ballard)
Jackson WY

From:	Shane Rothman
To:	Tiffany Stolte; Town Council; Public Comment; jeff@gardnercmc.com
Subject:	Gondola in Phil Baux Park
Date:	Wednesday, May 06, 2020 1:13:48 PM

Hello Planning Commission and Town Council,

This letter is in regards to placing a gondola in Phil Baux Park, and the many relevant tangents associated with it.

Please ask for alternatives to the location of a new lift, such as the “parking lot beyond right center field“. This allows for the Cougar Lift to remain in place(will save the applicant a ton of money), and continue to serve the Ski Club for training and race venues, and even allows mountain to open safely during times of avalanche danger when the other lifts service terrain that will be exposed(isothermal snow conditions will definitely be impossible to mitigate without intentionally causing destructive slides on all slopes greater than 30 degrees).

Here are some other benefits to placing a new lift further to the west:
-allows for the “wide open base area“ that all stakeholders and SKMR LLC agreed should be the goal
-reduces intrusion to Phil Baux Park playground and public space
-Lift towers located further west will reduce need for additional random light poles on lower mountain
-SKMR LLC should be reconsidering a gondola, and instead consider a hybrid chairlift/gondola, which would probably require some more space.
-Ticketing, ski rentals, and retail could be based out of the commercial space in One Town Hill instead of requiring a new separate building.

While analyzing the new lift’s location, please also consider the connectivity of their base areas through the KM6 parcel. It is obvious that summer users will be going back and forth, and even in winter the novice skiers will be forced to migrate across the KM6 parcel and Phil Baux Park to get back to the Summit Lift(since the proposed “easy way down” does not even lead back to the lift that will access the proposed beginner terrain on the Summit).

As for the Ballfield, I thought it was made clear that the community desired to keep it. Phil Baux was the person who started Little League in JH, as well as the man behind the formation of Teton County Parks and Recreation. He even used the Ballfield for a wintertime ice skating and hockey venue. I agree that “green space” is important at the base area, but his vision is still much more “multi use” than the “concert venue“ area that is planned.

Please recognize that the snowtube lanes may need to be sacrificed for a properly functioning base area. It appears as if this is the only obstacle in the way, but SKMR LLC has plenty of other plans to substantially replace this revenue source.

As these plans continue to evolve and lease re-negotiations are required for the new uses, please consider a “revenue sharing formula” instead of a fixed annual fee. This will guarantee a fair deal for eternity, and will not require inflation adjustments in the future. Also, it will allow for proper disclosure of SKMR LLC’s visitation records, which will be needed to address the parking and maintenance requirements of the area.

The TOJ’s portion of shared revenue from this deal should go directly towards funding current and future public recreation facilities throughout the Resort District(since the “SKRMA fee” failed to address this). A volunteer Board of Directors could oversee this, and allocate funds as needed. Potential nonprofit partners and organizations include CMI, the JH Ski Club, PAWS, JH Live, Coombs Outdoors, Parks and Rec, and likely many others in the future. It is obvious that this area could use more public representation, and that our Parks and Recreation board has struggled to finalize future plans on their own.

Thank you for your time and consideration,
Shane Rothman
Jackson WY

From:	Juliet Unfried
To:	Tiffany Stolte
Subject:	5/6/20 Planning and Zoning Commission Mtg - ITEM P20035 & P20036
Date:	Wednesday, May 06, 2020 3:38:24 PM

Dear Planning Commissioners,

Thanks for accepting public comment on the conditional use permit for 808 Upper Redmond Road. Please deny any possibility of a zip line on Snow King.

Thanks,

Juliet Unfried

From: Bruce Walker
To: Tiffany Stolte; Town Council
Subject: Zip Line? Please NO
Date: Wednesday, May 06, 2020 11:42:05 AM

Dear Planning Commission,

thanks for your volunteer work on behalf of our community.

Snow King is a gem and should be supported, but please don't allow it to be turned into an amusement park.
A zip line would be an abomination. Please don't let it happen.
It's just pure noise pollution for a cheap thrill. And it's degrading to the town's character.

Thanks,
Bruce Walker

From:	Geneva Chong
To:	Brendan Conboy; Brian Krill; Luther Propst; Steve Ashworth; Tyler Sinclair; Brian Schilling; btlenze@jacksonwy.gov; Town Council
Subject:	Fwd: FW: Additional Materials for Snow King Gondola
Date:	Thursday, May 14, 2020 9:50:55 AM
Attachments:	image001.png CUP Additional Info Letter 5-1-20.pdf

Hi all,
I would like the town to consider a proposal to the applicant to leave Cougar Lift in place and base the new lift (gondola) just west and north enough of the base of Cougar to work. This should save time and money; allow continuation of service; keep the "finish area" open for safety and function (big reason why removing Summit Lift and pump house are so important); and other, positive reasons. Please contact me if you have any questions - this email is coming solely from me.
Thank you for your work for our community,
Geneva Chong
307-699-0330

---------- Forwarded message ---------
From: **Steve Ashworth** <sashworth@tetoncountywy.gov>
Date: Thu, May 14, 2020 at 9:25 AM
Subject: FW: Additional Materials for Snow King Gondola
To: Jim Stanford <jstanford@jacksonwy.gov>, Jim Clouse <esperanza88@hotmail.com>, Frank Lane <flane@wyoming.com>, Missy Falcey <missy.falcey@gmail.com>, Geneva Chong <geneva.chong@gmail.com>, Luther Propst <lpropst@tetoncountywy.gov>, Stephanie Thomas <steph13thomas@gmail.com>, Ellie Statton-Brook <estrattb@gmail.com>
CC: Meghan Spaulding <mspaulding@tetoncountywy.gov>, Christina Ramos <cramos@tetoncountywy.gov>, Andrew Erskine <aerskine@tetoncountywy.gov>

All, attached is a revision to Snowkings CUP which will alter our Masterplan concepts. FYI

From: Brendan Conboy <BConboy@jacksonwy.gov>
Sent: Tuesday, May 12, 2020 6:07 PM
To: Steve Ashworth <sashworth@tetoncountywy.gov>; btlenz@jacksonwy.gov; Brian Schilling <bschilling@tetoncountywy.gov>
Cc: Tyler Sinclair <tsinclair@jacksonwy.gov>
Subject: Additional Materials for Snow King Gondola

Dear Steve, Brian, and Brian,

Attached are the latest plans which Snow King submitted which now include keeping the Cougar lift in operation and moving it up the ski hill slightly and in the general location near

the existing Summit lift to service night skiing/ski racing.

In addition, here is a link to last week's meeting where Ryan Stanley discusses keeping the lift: **38:55 mark, Item 9.II** http://jacksonwy.swagit.com/play/05062020-894

Please have a look and provide any additional comments you may have.

Thanks,

Brendan

BRENDAN CONBOY
ASSOCIATE PLANNER
TOWN OF JACKSON
P.O. BOX 1687
JACKSON, WY 83001

(P)(307) 734-3493
(F)(307) 734-3563

bconboy@jacksonwy.gov

www.townofjackson.com

Correspondence, including e-mail, to and from employees of Teton County, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

From: Judd Grossman
To: kmalone@tetoncountywy.gov; Skye Schell; Town Council; commissioners@tetoncountywy.gov; planningcom@tetoncountywy.gov
Subject: Comprehensive Plan Comments
Date: Sunday, May 17, 2020 6:27:40 PM

Comprehensive Plan Comments
Principle 2.1— Reduce consumption of non-renewable energy, Principle 2.3— Reduce greenhouse gas emissions through transportation, Principle 2.4— Increase energy efficiency in buildings, and Principle 2.5—Reduce greenhouse gas emissions through waste management and water conservation. - These climate change principles should be removed. This is an unnecessary government intrusion into individual freedom that will have infinitesimally small effect on the problem. Focus on problems that are within the purview of local government like over population and sprawl in Jackson Hole. If pollution is reduced as a byproduct of good planning that's a bonus. Otherwise you are chasing after virtue signalling issues and risking unintended consequences, all at the expense of our freedom of choice.

Principle 2.2— Reduce greenhouse gas emissions through land use. - Reducing greenhouse gas emissions through land use is a byproduct of good land use planning to reduce traffic and sprawl. It shouldn't be a goal on it's own.

Direct at least 60% of future growth into Complete Neighborhoods to preserve habitat, scenery and open space and provide workforce housing opportunities. - This should be closer to 100% and should focus development into the commercial corridor of Jackson in a mixed use setting. Leave our existing residential neighborhoods alone.

Ensure a variety of workforce housing opportunities exist so that at least 65% of those employed locally also live locally. - Meeting the 65% target for local workforce housing should be accomplished by reducing job growth. Deed restricted housing should be workforce based, not income based, and it should rent or sell as condos for whatever the market will bear. To do otherwise is to provide perverse incentives for workers and employers shifting the burden on to taxpayers and existing low-end home owners.

Policy 5.1.b: Focus housing subsidies on full-time, year-round workers and Policy 5.3.c: Create workforce housing to address remaining shortages, Policy 5.4.e: Establish a reliable funding source for workforce housing provision - Housing should not be subsidized by anyone other than employers.

Policy 5.2.d: Allow accessory residential units (ARUs) and County guesthouses - ARUs are only appropriate in the commercial corridor. They are not appropriate in stable neighborhoods, because they can radically increase density and traffic - changing neighborhood character.

Policy 6.1.c: Establish an identity as a “green” community, Policy 6.1.b: Promote eco-tourism - "Green Community" and "eco-tourism" are feel good virtue signalling facades that are expensive and unnecessarily restrict individual freedom, often with unintended negative results.

Policy 6.3.c: Provide jobs at a spectrum of income levels - Jobs should pay well enough that people can afford to live here or commute here without government subsidies. We need to stop creating, promoting and subsidizing low income jobs.

6.3.S.4: Collect data on setting a minimum wage as another option for mitigating the impacts of employment generation in the updated employee generation nexus study. - Minimum wage is an unwise intrusion into the free market. Wages should be a private agreement between workers and employers.

6.3.S.5: Support local employees through efforts of making housing, daycare, and other needs more accessible and affordable. - Government should stay out of the daycare business. Most government interventions into the "needs" of workers pass through as subsidies to employers and promote growth.

Principle 7.1—Meet future transportation demand with walk, bike, carpool, and transit infrastructure. - Alternative modes of transportation are unrealistic, relatively unpopular, and often unpleasant. Residents should have a choice as to their mode of transportation. Automobiles are obviously the most efficient and useful means of transportation for our residents. Working people that need to carry tools have no other choice. We need to limit population growth, and expand and connect our roads so they can function properly for car traffic.

Policy 7.1.e: Establish a permanent funding source for an alternative transportation system - Stop raising taxes. Local government is already too big, too expensive and too intrusive.

Principle 7.2— Reduce greenhouse gases from vehicles to below 2012 levels. - Reducing greenhouse gases from vehicles to below 2012 levels is expensive, inconvenient virtue signalling that will have miniscule effect on the problem it is targeting. There are much more efficient ways to spend our time and money.

Policy 7.2.b: Discourage use of single-occupancy vehicles - Discouraging use of single-occupancy vehicles is a heavy handed intervention that will reduce our freedom of choice and make life more difficult for working people.

Policy 7.3.e: Require development to provide for walking, biking, carpooling and transit - Sidewalks are inappropriate in the Town periphery. Street lights are disruptive of dark skies and rural character.

Thanks!
Judd

--
Judd Grossman
cell: 307-690-4935
email: jg@juddgrossman.com
mail: P.O. Box 3222, Jackson, WY 83001
ship: 50 Rancher St., Jackson, WY 83001

From: kirk Stone
To: Tiffany Stolte
Subject: Snow King mistake
Date: Monday, May 18, 2020 10:14:36 AM

Planners,
A Zip Line on Snow King is a big mistake. While you might say, “We can just take it down.” That will never happen.
Jackson Hole is unique and a zip line is an everyday occurrence, even in third world countries.
The reason people come to Jackson Hole is because it is different. It cares about the environment that encompasses it.
Whether you know it or not, Snow King its self is the home or pathway to multiple wildlife species.
The Zip Line is just another way to say, “We don’t care.”
Seriously, would you want a Zip Line next to your home.
Jackson Hole is our home and wildlife are our neighbors.
The muskrat in my pond, the ermine under my porch, the moose, elk and deer in my pasture, The swans, geese and ducks in my pond are all my neighbors.
I care what happens to them, and I accommodate them.
The same is true for Snow King.
Please say NO to the zip line.
Thanks you for your time.

Cindy Stone

CINDY STONE
PO 1865
JACKSON, WYOMING 83001
307-690-6654

From: Diane Abendroth
To: Tiffany Stolte
Subject: Snow King zip lines #2
Date: Monday, May 18, 2020 7:29:39 PM

I feel that I should explain part of why the zip lines are a bad idea. It is Drunk People. That is who rides the roller coasters in the evening. They are super loud and obnoxious with their yelling and screaming. That is the impact I am talking about. Has the planning commission or Snow King fully analyzed this impact? they need to disclose these effects to the noise in town.

From: Diane Abendroth
To: Tiffany Stolte
Subject: Why would you allow zip lines on snow king?
Date: Monday, May 18, 2020 7:20:49 PM

I just don't get it. Why are ziplines OK until late hours with a noise ordinance in Jackson? Who does the planning commission work for if not the community? Why do these boards continue to approve the most egregious tourist trap development that will turn our town into a guest facility instead of a community?

From: Pat Butts Pat Butts
To: Tiffany Stolte
Subject: Snow King CUP 3rd reading
Date: Wednesday, May 20, 2020 1:52:48 PM

I may be too late for your meeting today. It's hard to keep on top of all the issues with this Covid-19 shutdown. While I now live in Alta, I moved to Jackson in 1968 and have lived in Teton County ever since, many of those years up Cache Creek and across from the rodeo grounds--both with direct views of Snow King mountain. It dismays me that newer residents with different values are now overcoming this pristine area and disregarding the values that attracted so many people to Jackson in the first place. PLEASE DO NOT ALLOW SNOW KING TO BUILD A ZIP LINE ANYWHERE ON THE TOWN HILL. This area from early on has been special for its natural environment, its views, its wildlife, its open spaces. Snow King mountain remained open and natural for years. It is not our duty to promote investor success; it is our duty to protect what makes this area special. Please do not allow it to turn into another Disneyland--people can go to California/Florida or elsewhere for mechanical adventure--but, please, not here!

Thank you for your consideration of my views and your concern for our environment.

Pat Butts
365 E Bustle Ck Dr
Alta, Wy 83414
208-241-0391

From: Julie Giacobassi
To: Tiffany Stolte
Subject: Snow King Gondola and Restaurant
Date: Wednesday, May 20, 2020 8:55:29 AM

Dear County Commissioners,

I would like to express my concern over the proposed gondola and summit restaurant at Snow King. I live part time very near this area and am worried about the resultant noise and light pollution if the gondola and restaurant are allowed to operate after 9pm. I feel very strongly that the gondola and especially the restaurant should conform to the 9pm closure that the rest of the Snow King development adheres to.

Thank you for your consideration.
Julie Giacobassi

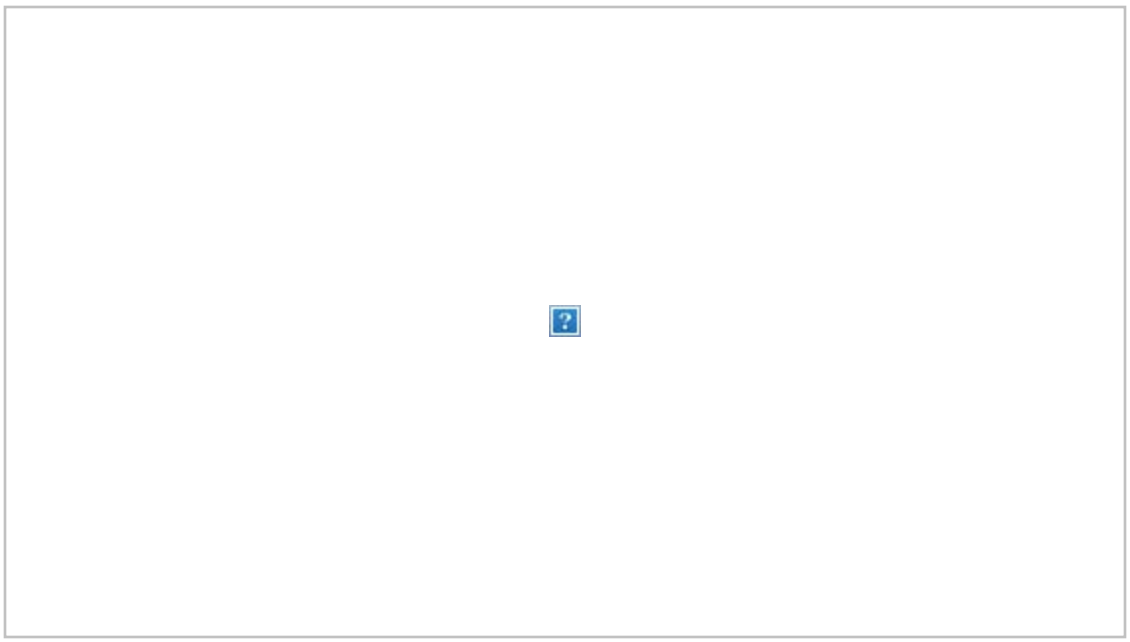
--
Julie Ann Giacobassi
Box 519
Wilson, WY 83014

From:	jean public
To:	Town Council; Tiffany Stolte
Subject:	Fwd: Another chance to comment on Snow King Zip Line/Gondola Permit: Comment 5/20!
Date:	Monday, May 18, 2020 12:57:30 PM

no zip line please. forest service land should be for wildlife and trees. stop the assault by human greed.

---------- Forwarded message ---------
From: **Clare Stumpf** <clare@jhalliance.org>
Date: Mon, May 18, 2020 at 11:33 AM
Subject: Another chance to comment on Snow King Zip Line/Gondola Permit: Comment 5/20!
To: Jean Poubilee <jeanpublic1@gmail.com>

We believe that a better outcome for Snow King is possible.



Dear Jean,

I hope you're staying healthy! On May 6, the Town Planning Commissioners considered a conditional use permit (CUP) that would **greenlight a zip line near the Rafferty lift** and **gondola operations that could go until midnight (or later!)**, further intensifying the amusement park atmosphere--without considering the cumulative effects of the pending plans for Forest Service land. The **Town Councilors have the power to change the permit rules**, including denying the zip line plans altogether and/or shortening the operating hours of the gondola and zip line.

TAKE ACTION

The Town Planning Commissioners will be reconsidering the permit and then providing a recommendation to the Town Council; therefore, **it is critical to get the Town Planning Commissioners to vote to alter the CUP** and deny the zip line and establish reasonable operating hours. There are many ways to have your voice heard during this process:

ATTEND THE MEETING

Town Planning Commission will convene at **5:30 PM on May 20** via the WebEx platform. You will need to check the corresponding agenda for the WebEx link to access the meeting. You can give a three-minute comment in real time citing your concerns. Detailed instructions about how to participate in a WebEx meeting are available here.

WRITE AN EMAIL

If you are unable to attend the virtual meeting, **you can share your concerns via email**. You can write an email any time to the Town Planning Commission: planningcommission@jacksonwy.gov and the Town Council at council@jacksonwy.gov. These emails go directly to each council member's inbox and are placed on the public record.

SIGN THE PETITION

Dangerous and noisy zip lines do not align with our Comprehensive Plan or local Land Development Regulations, and there is little justification for late-night gondola rides to a massive summit complex when bars and restaurants are readily available in Jackson. The Town Council will be considering the CUP next, either on June 1 or June 15--stay tuned. **Please help Snow King succeed as our Town Hill and not an amusement park!**

Thank you,

CLARE STUMPF

Community Organizer
Jackson Hole Conservation Alliance
She/her/hers
510-418-0654

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

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From: Anne Marie
To: Tiffany Stolte
Subject: Comments on Snow King Gondola Permit
Date: Monday, May 18, 2020 12:27:46 PM

Dear Planning Commission,

I am writing to urge you to maintain special considerations for nighttime Gondola use during summer hours as an observatory would be rendered useless without it. Wyoming Stargazing's founder, Sam Singer, was an integral part to creating the nighttime outdoor lighting standards as light pollution is not only bad for human health and wildlife, but it also is bad for the stargazing business. I trust that his insights would allow outdoor lights to make minimal impacts, and ask that you at least create an exception that would allow gondola use at night for the purposes of enjoying the observatory.

Kindly,

Anne Marie Wells
Former Wyoming Stargazing Executive Director
Current Wyoming Stargazing Board Member

From: noreply@civicplus.com
To: Town Council
Subject: Online Form Submittal: Email the Town Council
Date: Monday, May 18, 2020 9:49:50 AM

If you are having problems viewing this HTML email, click to view a Text version.

Email the Town Council

Subject:

Email Content:*

Your Name:*

Your Company Name:

Your Phone Number:

Your Email Address:*

Your City:

Your State:

Your Zip Code:

* indicates required fields.

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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.

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Thanks for hearing me out.
Kate

Your Name:: Kate Winters

Your Company Name::

Your Phone Number:: 307-200-1932

Your Email Address:: katelwinters@gmail.com

Your City:: Jackson

Your State:: WY

Your Zip Code:: 83001

Additional Information:
Form submitted on: 5/18/2020 9:52:26 AM
Submitted from IP Address: 184.167.32.75
Referrer Page: https://www.jacksonwy.gov/256/Mayor-Town-Council
Form Address: http://www.jacksonwy.gov/Forms.aspx?FID=190

From: Tatyana Komin
To: Tiffany Stolte
Subject: Fwd: Snow King Hill developments
Date: Wednesday, May 20, 2020 11:12:20 AM

To Whom it May Concern,

I am deeply concerned about the fate of Snow King Hill in Jackson Hole and therefore I am writing to urge not to allow any development on the Snow King Hill and around it. All proposed alternatives are dangerous and harmful for wildlife habitats.
Contractors and Forest Service completely ignore recommendations of wildlife professionals.
All animals: mule deer, mountain lions, bear, moose will be jeopardized if any further developments will be done.
Please help to protect our National Park system, Snow King Hill and it is native inhabitants to attract more visitors to Grand Teton and Wyoming.

Sincerely,
Tatyana Komin

From: Shirley Thomas
To: Tiffany Stolte
Subject: Snow King
Date: Wednesday, May 20, 2020 4:24:09 PM

Dear Commissioners,
At your meeting tonight please consider that by expanding Snow King in the manner described in most of the alternatives would be most detrimental to the wildlife that call that area home. The NEPA document, thus far, should have had a reasonable and balanced range of alternatives. It did not. We should be looking towards a more balanced alternative.
Thank you for your consideration.
Shirley Thomas
Jackson

From:	Liz Moseley
To:	Tiffany Stolte
Subject:	Support for the Snow King gondola to remain open until 1am during the summer months so that people have access to the observatory
Date:	Monday, May 18, 2020 12:35:50 PM

Dear Planning and Zoning Commission Members:

On behalf of Wyoming Stargazing, a Jackson-based nonprofit dedicated to astronomy education, I urge you to issue Snow King Resort a Conditional Use Permit (CUP) that allows the proposed gondola to operate at night in order for the proposed observatory and planetarium on the summit to be functional. As Wyoming's leading advocate of dark skies we are confident that the summit facilities can be operated in a way that produces near zero light pollution.

From late spring until early fall, it is not dark enough to view the stars in the night sky until approximately 10:00 pm. Wyoming Stargazing's programs during these months start at 10:00 pm and end at 1:00 am. The summer months are the best time for observing our night skies, and the period when the vast majority of residents and tourists look to us for stargazing services. If the Commission denies Snow King the ability to operate the gondola at night during the summer months, the observatory will not make practical or economic sense.

Wyoming Stargazing is committed to protecting dark night skies, which are essential for quality astronomical programming as well as human and wildlife health and safety. We therefore appreciate the concerns about light pollution. Measures to mitigate light pollution are outlined in the current Teton County Exterior Lighting Standard that our organization helped to write. We are working with Snow King to incorporate those measures on the summit facilities. Specifically, the observatory, planetarium, and gondola should use fully-shielded red outdoor lighting that would provide enough light for pedestrian safety while being almost invisible from town. The summit facilities should use blackout curtains to cover all exterior windows after 10:00 pm, thereby preventing pollution from lights within buildings. Fully-shielded "warm colored" outdoor lights could also direct the light towards the south, minimizing reflected light towards town.

We also believe that any noise at the observatory and planetarium at the summit will be modest at most and almost certainly not audible at the base of the mountain. The observatory, the outdoor portion of the proposal, will only hold about 30 people. The planetarium, an indoor facility, will hold about 100 people. In our experience stargazing is a quiet activity leaving people serene and thoughtful, not boisterous.

We are blessed with a spectacular night sky in Jackson. The proposed observatory and planetarium could be two of Jackson's crown jewels, putting us on the map for astronomy and science education. We urge you to approve the Snow King CUP along the lines outlined above.

Sincerely,
Liz Moseley
Wyoming Stargazing Board Member
240-925-7327

From:	Public Comment
To:	Linore Wallace
Cc:	Paul Anthony; Tyler Sinclair
Subject:	RE: May 8, 2020 Item #P19-242 REQUEST FOR APPROVAL OF A CONDITIONAL USE PERMIT TO OPERATE A GONDOLA FACILITY IN PHIL BAUX PARK FOR SNOW KING RESORT
Date:	Wednesday, May 06, 2020 5:19:23 PM

Dear Linore,

Although the email address "publiccomment@jacksonwy.gov" was intended to be used for Town Council meetings, your email has been forwarded to Tyler Sinclair and Paul Anthony for inclusion in tonight's Planning Commission meeting.

Thank you,
Sandy Birdyshaw
Town Clerk

From: Linore Wallace <linorewallace@yahoo.com>
Sent: Wednesday, May 6, 2020 3:59 PM
To: Public Comment <publiccomment@jacksonwy.gov>
Subject: May 8, 2020 Item #P19-242 REQUEST FOR APPROVAL OF A CONDITIONAL USE PERMIT TO OPERATE A GONDOLA FACILITY IN PHIL BAUX PARK FOR SNOW KING RESORT

Please consider the following in you discussion today regarding Item #P19-242 REQUEST FOR APPROVAL OF A CONDITIONAL USE PERMIT TO OPERATE A GONDOLA FACILITY IN PHIL BAUX PARK FOR SNOW KING RESORT

SKMR is proposing an expanded and more efficient area for night skiing. This is all in good however; they should be required to provide actual data on the use of night skiing beyond the ski club usage. I see little need to light up the mountain 6 nights a week to 9pm when there is little demand or use. Please consider a stipulation of the number of nights and hours based on actual use that could be increased or decreased in the future with sufficient data. Night skiing must be one of the most costly operations for the resort.

I am not in favor of adding a zip line to the amusement park atmosphere presently on Snow King. In the report presented it is stated that the noise level of the zip line is minimal however, it's not the noise of the mechanism that is disturbing but the noise of the rider. The community already has to deal with the blood curdling screams of the coaster rider's day in and out. Please don't subject us to more screaming just so more money can be made by SKMR and their investors.

Thank you for your time and consideration of the needs of our community.

Linore Wallace

450 S. Willow Street

Jackson, WY 83001

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From: Judd Grossman
To: kmalone@tetoncountywy.gov; Skye Schell; Town Council; commissioners@tetoncountywy.gov; planningcom@tetoncountywy.gov
Subject: Comprehensive Plan Comments
Date: Sunday, May 17, 2020 6:27:40 PM

Comprehensive Plan Comments
Principle 2.1— Reduce consumption of non-renewable energy, Principle 2.3— Reduce greenhouse gas emissions through transportation, Principle 2.4— Increase energy efficiency in buildings, and Principle 2.5—Reduce greenhouse gas emissions through waste management and water conservation. - These climate change principles should be removed. This is an unnecessary government intrusion into individual freedom that will have infinitesimally small effect on the problem. Focus on problems that are within the purview of local government like over population and sprawl in Jackson Hole. If pollution is reduced as a byproduct of good planning that's a bonus. Otherwise you are chasing after virtue signalling issues and risking unintended consequences, all at the expense of our freedom of choice.

Principle 2.2— Reduce greenhouse gas emissions through land use. - Reducing greenhouse gas emissions through land use is a byproduct of good land use planning to reduce traffic and sprawl. It shouldn't be a goal on it's own.

Direct at least 60% of future growth into Complete Neighborhoods to preserve habitat, scenery and open space and provide workforce housing opportunities. - This should be closer to 100% and should focus development into the commercial corridor of Jackson in a mixed use setting. Leave our existing residential neighborhoods alone.

Ensure a variety of workforce housing opportunities exist so that at least 65% of those employed locally also live locally. - Meeting the 65% target for local workforce housing should be accomplished by reducing job growth. Deed restricted housing should be workforce based, not income based, and it should rent or sell as condos for whatever the market will bear. To do otherwise is to provide perverse incentives for workers and employers shifting the burden on to taxpayers and existing low-end home owners.

Policy 5.1.b: Focus housing subsidies on full-time, year-round workers and Policy 5.3.c: Create workforce housing to address remaining shortages, Policy 5.4.e: Establish a reliable funding source for workforce housing provision - Housing should not be subsidized by anyone other than employers.

Policy 5.2.d: Allow accessory residential units (ARUs) and County guesthouses - ARUs are only appropriate in the commercial corridor. They are not appropriate in stable neighborhoods, because they can radically increase density and traffic - changing neighborhood character.

Policy 6.1.c: Establish an identity as a “green” community, Policy 6.1.b: Promote eco-tourism - "Green Community" and "eco-tourism" are feel good virtue signalling facades that are expensive and unnecessarily restrict individual freedom, often with unintended negative results.

Policy 6.3.c: Provide jobs at a spectrum of income levels - Jobs should pay well enough that people can afford to live here or commute here without government subsidies. We need to stop creating, promoting and subsidizing low income jobs.

6.3.S.4: Collect data on setting a minimum wage as another option for mitigating the impacts of employment generation in the updated employee generation nexus study. - Minimum wage is an unwise intrusion into the free market. Wages should be a private agreement between workers and employers.

6.3.S.5: Support local employees through efforts of making housing, daycare, and other needs more accessible and affordable. - Government should stay out of the daycare business. Most government interventions into the "needs" of workers pass through as subsidies to employers and promote growth.

Principle 7.1—Meet future transportation demand with walk, bike, carpool, and transit infrastructure. - Alternative modes of transportation are unrealistic, relatively unpopular, and often unpleasant. Residents should have a choice as to their mode of transportation. Automobiles are obviously the most efficient and useful means of transportation for our residents. Working people that need to carry tools have no other choice. We need to limit population growth, and expand and connect our roads so they can function properly for car traffic.

Policy 7.1.e: Establish a permanent funding source for an alternative transportation system - Stop raising taxes. Local government is already too big, too expensive and too intrusive.

Principle 7.2— Reduce greenhouse gases from vehicles to below 2012 levels. - Reducing greenhouse gases from vehicles to below 2012 levels is expensive, inconvenient virtue signalling that will have miniscule effect on the problem it is targeting. There are much more efficient ways to spend our time and money.

Policy 7.2.b: Discourage use of single-occupancy vehicles - Discouraging use of single-occupancy vehicles is a heavy handed intervention that will reduce our freedom of choice and make life more difficult for working people.

Policy 7.3.e: Require development to provide for walking, biking, carpooling and transit - Sidewalks are inappropriate in the Town periphery. Street lights are disruptive of dark skies and rural character.

Thanks!
Judd

--
Judd Grossman
cell: 307-690-4935
email: jg@juddgrossman.com
mail: P.O. Box 3222, Jackson, WY 83001
ship: 50 Rancher St., Jackson, WY 83001

From: kirk Stone
To: Tiffany Stolte
Subject: Snow King mistake
Date: Monday, May 18, 2020 10:14:36 AM

Planners,
A Zip Line on Snow King is a big mistake. While you might say, “We can just take it down.” That will never happen.
Jackson Hole is unique and a zip line is an everyday occurrence, even in third world countries.
The reason people come to Jackson Hole is because it is different. It cares about the environment that encompasses it.
Whether you know it or not, Snow King its self is the home or pathway to multiple wildlife species.
The Zip Line is just another way to say, “We don’t care.”
Seriously, would you want a Zip Line next to your home.
Jackson Hole is our home and wildlife are our neighbors.
The muskrat in my pond, the ermine under my porch, the moose, elk and deer in my pasture, The swans, geese and ducks in my pond are all my neighbors.
I care what happens to them, and I accommodate them.
The same is true for Snow King.
Please say NO to the zip line.
Thanks you for your time.

Cindy Stone

CINDY STONE
PO 1865
JACKSON, WYOMING 83001
307-690-6654

From: Diane Abendroth
To: Tiffany Stolte
Subject: Snow King zip lines #2
Date: Monday, May 18, 2020 7:29:39 PM

I feel that I should explain part of why the zip lines are a bad idea. It is Drunk People. That is who rides the roller coasters in the evening. They are super loud and obnoxious with their yelling and screaming. That is the impact I am talking about. Has the planning commission or Snow King fully analyzed this impact? they need to disclose these effects to the noise in town.

From: Diane Abendroth
To: Tiffany Stolte
Subject: Why would you allow zip lines on snow king?
Date: Monday, May 18, 2020 7:20:49 PM

I just don't get it. Why are ziplines OK until late hours with a noise ordinance in Jackson? Who does the planning commission work for if not the community? Why do these boards continue to approve the most egregious tourist trap development that will turn our town into a guest facility instead of a community?

From: Pat Butts Pat Butts
To: Tiffany Stolte
Subject: Snow King CUP 3rd reading
Date: Wednesday, May 20, 2020 1:52:48 PM

I may be too late for your meeting today. It's hard to keep on top of all the issues with this Covid-19 shutdown. While I now live in Alta, I moved to Jackson in 1968 and have lived in Teton County ever since, many of those years up Cache Creek and across from the rodeo grounds--both with direct views of Snow King mountain. It dismays me that newer residents with different values are now overcoming this pristine area and disregarding the values that attracted so many people to Jackson in the first place. PLEASE DO NOT ALLOW SNOW KING TO BUILD A ZIP LINE ANYWHERE ON THE TOWN HILL. This area from early on has been special for its natural environment, its views, its wildlife, its open spaces. Snow King mountain remained open and natural for years. It is not our duty to promote investor success; it is our duty to protect what makes this area special. Please do not allow it to turn into another Disneyland--people can go to California/Florida or elsewhere for mechanical adventure--but, please, not here!

Thank you for your consideration of my views and your concern for our environment.

Pat Butts
365 E Bustle Ck Dr
Alta, Wy 83414
208-241-0391

From: Carl Detwyler
To: Town Council
Subject: Snow King zip lines
Date: Monday, May 18, 2020 5:13:54 PM

Hello,

I would like to voice my opposition to allowing ziplines at Snow King. I have lived close to SK ski area for over 20 years and want to keep it a town ski hill and not an amusement park.

Thank you for your consideration,
Carl Detwyler
39 Enoch Ferrin Circle
Jackson, WY

From: Julie Giacobassi
To: Tiffany Stolte
Subject: Snow King Gondola and Restaurant
Date: Wednesday, May 20, 2020 8:55:29 AM

Dear County Commissioners,

I would like to express my concern over the proposed gondola and summit restaurant at Snow King. I live part time very near this area and am worried about the resultant noise and light pollution if the gondola and restaurant are allowed to operate after 9pm. I feel very strongly that the gondola and especially the restaurant should conform to the 9pm closure that the rest of the Snow King development adheres to.

Thank you for your consideration.
Julie Giacobassi

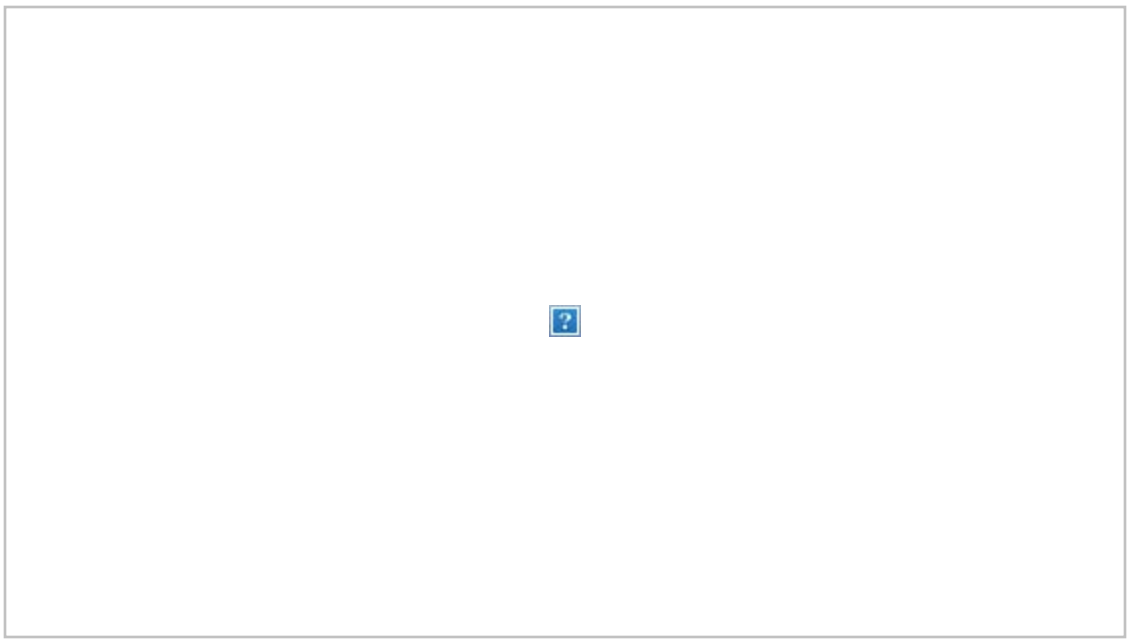
--
Julie Ann Giacobassi
Box 519
Wilson, WY 83014

From:	jean public
To:	Town Council; Tiffany Stolte
Subject:	Fwd: Another chance to comment on Snow King Zip Line/Gondola Permit: Comment 5/20!
Date:	Monday, May 18, 2020 12:57:30 PM

no zip line please. forest service land should be for wildlife and trees. stop the assault by human greed.

---------- Forwarded message ---------
From: **Clare Stumpf** <clare@jhalliance.org>
Date: Mon, May 18, 2020 at 11:33 AM
Subject: Another chance to comment on Snow King Zip Line/Gondola Permit: Comment 5/20!
To: Jean Poubilee <jeanpublic1@gmail.com>

We believe that a better outcome for Snow King is possible.



Dear Jean,

I hope you're staying healthy! On May 6, the Town Planning Commissioners considered a conditional use permit (CUP) that would **greenlight a zip line near the Rafferty lift** and **gondola operations that could go until midnight (or later!)**, further intensifying the amusement park atmosphere--without considering the cumulative effects of the pending plans for Forest Service land. The **Town Councilors have the power to change the permit rules**, including denying the zip line plans altogether and/or shortening the operating hours of the gondola and zip line.

TAKE ACTION

The Town Planning Commissioners will be reconsidering the permit and then providing a recommendation to the Town Council; therefore, **it is critical to get the Town Planning Commissioners to vote to alter the CUP** and deny the zip line and establish reasonable operating hours. There are many ways to have your voice heard during this process:

ATTEND THE MEETING

Town Planning Commission will convene at **5:30 PM on May 20** via the WebEx platform. You will need to check the corresponding agenda for the WebEx link to access the meeting. You can give a three-minute comment in real time citing your concerns. Detailed instructions about how to participate in a WebEx meeting are available here.

WRITE AN EMAIL

If you are unable to attend the virtual meeting, **you can share your concerns via email**. You can write an email any time to the Town Planning Commission: planningcommission@jacksonwy.gov and the Town Council at council@jacksonwy.gov. These emails go directly to each council member's inbox and are placed on the public record.

SIGN THE PETITION

Dangerous and noisy zip lines do not align with our Comprehensive Plan or local Land Development Regulations, and there is little justification for late-night gondola rides to a massive summit complex when bars and restaurants are readily available in Jackson. The Town Council will be considering the CUP next, either on June 1 or June 15--stay tuned. **Please help Snow King succeed as our Town Hill and not an amusement park!**

Thank you,

CLARE STUMPF

Community Organizer
Jackson Hole Conservation Alliance
She/her/hers
510-418-0654

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

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Date: Monday, May 18, 2020 12:27:46 PM

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Former Wyoming Stargazing Executive Director
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Subject:: Snow King

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Thanks for hearing me out.
Kate

Your Name:: Kate Winters

Your Company Name::

Your Phone Number:: 307-200-1932

Your Email Address:: katelwinters@gmail.com

Your City:: Jackson

Your State:: WY

Your Zip Code:: 83001

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To: Tiffany Stolte
Subject: Fwd: Snow King Hill developments
Date: Wednesday, May 20, 2020 11:12:20 AM

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All animals: mule deer, mountain lions, bear, moose will be jeopardized if any further developments will be done.
Please help to protect our National Park system, Snow King Hill and it is native inhabitants to attract more visitors to Grand Teton and Wyoming.

Sincerely,
Tatyana Komin

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Subject: Snow King
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Thank you for your consideration.
Shirley Thomas
Jackson

From: zaidee fuller
To: Tiffany Stolte
Cc: Town Council
Subject: Snow King expansion
Date: Thursday, May 21, 2020 11:35:17 AM

Ladies and Gentlemen:

In difficult economic times, will the Snow King proposal for a gondola and more lifts actually bring more skiers? If one adds in the cost of additional infrastructure for a zip line, how does this investment actually pay off? If it fails, will we be left with abandoned towers, roads and zip lines (remember Bill Bailey's defunct scenic lift north of town)? Will you ask for a bond for reclamations if the project is abandoned?

A zip line, gondola, and restaurant will eclipse the the 'town hill' to make way for an amusement park. I implore you to limit this inappropriate expansion and protect Snow King as a public treasure.

Thank you for your consideration.

Zaidee Fuller

Zaidee Fuller
PO Box 8
Wilson, WY 83014

From:	Paul Hansen
To:	Tiffany Stolte
Subject:	Snow King
Date:	Thursday, May 21, 2020 12:01:28 PM

I write a News&Guide column called Common Ground. Here is the column I wrote on Snow King.
https://www.jhnewsandguide.com/opinion/columnists/common_ground/judging-what-s-right-for-us-and-snow-king/article_8fce8880-df34-50a0-8eea-a0c097b8c9b6.html

We need to keep the town hill from becoming an amusement park. This means no screaming zip line down the middle, no gondola operating until late at night, no new slopes in critical wildlife habitat on the backside and limited development on top. Ideally, all improvements would take place

Thank you for your service to our community.

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

https://www.jhnewsandguide.com/opinion/columnists/common_ground/judging-what-s-right-for-us-and-snow-king/article_8fce8880-df34-50a0-8eea-a0c097b8c9b6.html

Judging what's right for us and Snow King

Common Ground / By Paul W. Hansen
Sep 26, 2018

Paul Hansen

COLE BUCKHART / ORIJIN MEDIA

I think most of us want to see Snow King — the Town Hill — remain a financially viable part of our community. I also think many of us have questions about a large new development that greatly expands the operations footprint into undeveloped national forest land.

To make Snow King financially sound, I am willing to accept some things I do not really like: the mountain coaster, a limited zipline by the coaster ride, more ski trails, a new ski lift, maybe some development at the base and a restaurant on top. I am happiest if it can be done within the existing footprint.

Actions that improve frontcountry access for recreation often make sense in the wildland-urban interface. However, we keep whacking away at wildlife habitat and small-town community character.

Less natural habitat and more vehicle traffic take a toll on wildlife every day. If we are to remain the iconic destination for outdoor lovers who live here or visit here for the area's inherent natural wonders, we need some limits to growth in Jackson Hole.

Maybe it is not fair to pick on the owners of Snow King, but where do we draw the line on expansion and new development?

Encroaching on many acres of an intact forest ecosystem, some of it key winter habitat, to more than double the footprint of Snow King's operation is difficult for me to swallow. Will this massive level of new development help our community reach its objective to financially sustain the Town Hill or will it saddle the operation with insurmountable debt? Is there really enough new demand, or existing demand that can be diverted, to pay for this much new development at Snow King? Will proponents of this expansion be transparent and show us their financials? Will they assure us that the expanded Snow King will not then be sold to a national conglomerate?

I think the smart approach on Snow King is to start with some limited measures within the existing footprint that should improve the hill's appeal and cash flow. Let's do these first, give it a few years, and see where that leaves us. We can still look at major developments after this first round of improvements is implemented and tested.

For example, there seems to be widespread support for building an observatory and a green-built summit restaurant on top of Snow King — constructed not too far outside the footprint of the existing Panorama House. There is far less support for 20,000 to 25,000 square feet of new buildings.

I think most of us realize that Snow King needs a new lift, but are not sure about a costly gondola.

Many people oppose a new road switchbacking up the face of Snow King, in favor of the existing access up the backside in Leeks Canyon, which has been in place and used for decades.

There is support for a new beginner and intermediate ski area in the Rafferty area, on the east side of the existing footprint, but a lot of uncertainty on building new slopes with lifts and snowmaking capacity on backside wildlife winter range for elk, moose and mule deer.

Many of us even support some tree and downfall removal to maximize the use of existing inbounds terrain with the construction of some new trails, which is heresy for some environmentalists.

Keeping Phil Baux Park publicly available, allowing access to the public trail system through Snow King to the Cache Creek trails and walking up Snow King in the summer need to be maintained. Skinning up Snow King in the winter, for a reasonable fee to help cover grooming costs, should remain a part of the Town Hill experience.

Important questions remain on development at the base of Snow King. The current master plan allows around 500,000 square feet of new commercial development. Do we really need or want a convention center, hundreds of new hotel rooms, and more luxury condos?

How does doubling the footprint of Snow King square with claims that Jackson Hole is a sustainable destination? More importantly, how does new development on Snow King square with our Teton County Comprehensive Plan? The plan states: To achieve our desired community character, the community must protect and enhance the ecosystem in which we live.

Whatever outcome we decide, I hope we accomplish it respectfully, honestly and with civility. Name calling or accusing those who have a different view of being "greedy" should have no place in this discussion among neighbors on what is the best future for the Town Hill.

Paul W. Hansen is a lifelong conservationist and former employee of the Izaak Walton League, Nature Conservancy and Concord Coalition. Columns are solely the opinion of their authors. Contact him via columnists@jhnewsandguide.com.

From:	Liz Moseley
To:	Tiffany Stolte
Subject:	Support for the Snow King gondola to remain open until 1am during the summer months so that people have access to the observatory
Date:	Monday, May 18, 2020 12:35:50 PM

Dear Planning and Zoning Commission Members:

On behalf of Wyoming Stargazing, a Jackson-based nonprofit dedicated to astronomy education, I urge you to issue Snow King Resort a Conditional Use Permit (CUP) that allows the proposed gondola to operate at night in order for the proposed observatory and planetarium on the summit to be functional. As Wyoming's leading advocate of dark skies we are confident that the summit facilities can be operated in a way that produces near zero light pollution.

From late spring until early fall, it is not dark enough to view the stars in the night sky until approximately 10:00 pm. Wyoming Stargazing's programs during these months start at 10:00 pm and end at 1:00 am. The summer months are the best time for observing our night skies, and the period when the vast majority of residents and tourists look to us for stargazing services. If the Commission denies Snow King the ability to operate the gondola at night during the summer months, the observatory will not make practical or economic sense.

Wyoming Stargazing is committed to protecting dark night skies, which are essential for quality astronomical programming as well as human and wildlife health and safety. We therefore appreciate the concerns about light pollution. Measures to mitigate light pollution are outlined in the current Teton County Exterior Lighting Standard that our organization helped to write. We are working with Snow King to incorporate those measures on the summit facilities. Specifically, the observatory, planetarium, and gondola should use fully-shielded red outdoor lighting that would provide enough light for pedestrian safety while being almost invisible from town. The summit facilities should use blackout curtains to cover all exterior windows after 10:00 pm, thereby preventing pollution from lights within buildings. Fully-shielded "warm colored" outdoor lights could also direct the light towards the south, minimizing reflected light towards town.

We also believe that any noise at the observatory and planetarium at the summit will be modest at most and almost certainly not audible at the base of the mountain. The observatory, the outdoor portion of the proposal, will only hold about 30 people. The planetarium, an indoor facility, will hold about 100 people. In our experience stargazing is a quiet activity leaving people serene and thoughtful, not boisterous.

We are blessed with a spectacular night sky in Jackson. The proposed observatory and planetarium could be two of Jackson's crown jewels, putting us on the map for astronomy and science education. We urge you to approve the Snow King CUP along the lines outlined above.

Sincerely,
Liz Moseley
Wyoming Stargazing Board Member
240-925-7327

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Jackson's Dark Sky's
Date:	Wednesday, May 20, 2020 8:02:43 AM

From: Kluane Weibel [mailto:frenchcurve77@gmail.com]
Sent: Wednesday, May 20, 2020 6:49 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Jackson's Dark Sky's

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

I don't approve of rollercoasters and zip lines around mountains. However, I strongly support initiatives for nature education and human powered activity (hiking, biking, and etc). Snow King could be a space for interpretive walks to help promote respecting our natural world through understanding the Dark Sky initiatives at the Observatory.

Thank you for considering,
Kluane Weibel Gorsuch

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: May 20th: Public Comment _ Jakub Galczynski
Date:	Tuesday, May 19, 2020 4:08:58 PM

From: Jakub Galczynski [mailto:jakubgalczynski@gmail.com]
Sent: Tuesday, May 19, 2020 3:59 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: May 20th: Public Comment _ Jakub Galczynski

Dear JH Planning Commission,

Please consider Snow Kings rare potential for outdoor education and the promotion of ecosystem stewardship. An astronomy observatory would align with this and the Towns current Environmental Initiatives. Along with day-time interpretive nature trails, an astronomical observatory would provide further access to nature observation (all times of day).

In order for this unique experience to take place, the proposed Snow King gondola **must be able to operate until 1AM, during Summer Months**. The proposed location would allow incredible access to truly dark skies and greater views south (un-blocked by Snow King Mtn). Help bring this unforgettable nigh-time nature experience to Jackson Wyoming!

If received, a prompt response is appreciated.

Kind Regards,
Jakub Galczynski

From: Tyler Valentine
To: Brendan Conboy
Subject: FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date: Tuesday, May 19, 2020 9:11:33 AM

Gondi comments.

-----Original Message-----
From: Ben Mackay [mailto:bsmackay@yahoo.com]
Sent: Tuesday, May 19, 2020 9:12 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Hi Tyler - emailing via the WY stargazing website to support the gondola and observatory hours. As you know, we live a few blocks from the base and fully support the gondola and observatory. It's going to be great!

Hope you're well and thanks for all of your help along the way.

Ben

****

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Sincerely,

Ben Mackay
612-802-0080

From: Tyler Valentine
To: Brendan Conboy
Subject: FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date: Tuesday, May 19, 2020 9:23:04 AM

-----Original Message-----
From: Steve Singer [mailto:19steve50@gmail.com]
Sent: Tuesday, May 19, 2020 9:24 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Sincerely,
Steve singer
Frequent visitor to Jackson Hole

Sent from my iPhone

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Tuesday, May 19, 2020 9:23:10 AM

From: charles Johnston [mailto:cjwyo1@gmail.com]
Sent: Tuesday, May 19, 2020 9:25 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Sincerely, Charles Johnston

From: Tyler Valentine
To: Brendan Conboy
Subject: FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date: Tuesday, May 19, 2020 9:23:25 AM

-----Original Message-----
From: Judith Campbell [mailto:peterjudi2011@gmail.com]
Sent: Tuesday, May 19, 2020 9:26 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark. I live within the SKRMA district, close to the location where the gondola and conservatory will be and I support this.

Sincerely,

Judith Campbell

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Tuesday, May 19, 2020 9:26:14 AM

From: Linda Wasserman [mailto:coolauthor2@gmail.com]
Sent: Tuesday, May 19, 2020 9:28 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark. This will bring lost revenue back into the area from the pandemic lock down and travel bans.

Sincerely, Linda Wasserman

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Tuesday, May 19, 2020 9:27:49 AM

From: Rachel Ravitz [mailto:rachel@esteam.design]
Sent: Tuesday, May 19, 2020 9:29 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Sincerely,
Rachel Ravitz

Big fan of this program. It has brought depth of learning to our family

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Tuesday, May 19, 2020 9:50:55 AM

From: Mark Christensen [mailto:MJCW500@ATT.NET]
Sent: Tuesday, May 19, 2020 9:40 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until at least 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

I say “at least” because with Daylight Savings Time in effect, there is still twilight in the sky until 11 or 11:30PM in the summer, so even with the gondola operating until 1AM there will only be two hours for the public to view the fully dark, beautiful, night skies around Jackson Hole. Of course, in case of inclement weather there is no reason to operate the gondola at all, if that can be coordinated with the observatory.

Sincerely,

Mark Christensen, St. Charles, IL

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Tuesday, May 19, 2020 10:08:17 AM

From: Howie Singer [mailto:h_singer@ducks.ca]
Sent: Tuesday, May 19, 2020 10:02 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Sincerely,

Howie Singer

From: Tyler Valentine
To: Brendan Conboy
Subject: FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date: Tuesday, May 19, 2020 10:17:23 AM

-----Original Message-----
From: Gary Shaw [mailto:garyshaw3@gmail.com]
Sent: Tuesday, May 19, 2020 10:19 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

This will truly enhance the science exposure of our kids and provide a wonderful educational resource for the entire community. Please do support this.

Cheers and stay well.
Gary Shaw

Gary C. Shaw, RA LEED AP

From: Tyler Valentine
To: Brendan Conboy
Subject: FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date: Tuesday, May 19, 2020 10:51:34 AM

From: Karen Smith [mailto:ksmith@healthstarcom.com]
Sent: Tuesday, May 19, 2020 10:52 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Sincerely,

Karen Smith and Family

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From: Tyler Valentine
To: Brendan Conboy
Subject: FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date: Tuesday, May 19, 2020 11:11:45 AM

-----Original Message-----
From: Ted Morgan [mailto:morganted@hotmail.com]
Sent: Tuesday, May 19, 2020 11:13 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Sincerely,
Ted Morgan

Sent from my iPhone

From: Tyler Valentine
To: Brendan Conboy
Subject: FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date: Tuesday, May 19, 2020 12:40:34 PM

-----Original Message-----
From: Delilah Carden [mailto:delilahcarden@yahoo.com]
Sent: Tuesday, May 19, 2020 12:28 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark. This would be a huge benefit for the people of Jackson and for tourism. Thank you.

Sincerely,

Delilah Carden

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Tuesday, May 19, 2020 12:40:45 PM

From: Margaret Creel [mailto:margaretcreel22@gmail.com]
Sent: Tuesday, May 19, 2020 12:40 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

I do not support Snow King operating access to the summit until 1 am during the summer months!!!!! Stop giving lip service to the importance of wildlife. These types of plans ensure that there will be NO wildlife of any kind remaining on a location where there are nesting birds and active small mammals and their predators. In addition, it is a slap in the face to those who live in the Snow King neighborhoods (I do not. I live south of town.)

This is a TERRIBLE IDEA. Please record my opposition to this ludicrous plan.

Sincerely,

Margaret Creel
Jackson, WY

Margaret

From: Tyler Valentine
To: Brendan Conboy
Subject: FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date: Tuesday, May 19, 2020 1:00:40 PM

From: Curtis Wong [mailto:curtisgwong@outlook.com]
Sent: Tuesday, May 19, 2020 1:01 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear members of the Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Snow King is a fantastic attraction for people attending Jackson , Wyoming and Grand Tetons. There are so few opportunities to view the night sky in the US with telescopes of the caliber of Snow King. To that point, the best time to be at Snow King to see the beauty of the heavens is in the Summer but the sky doesn't get dark until much later so that having the gondola operate till 1am is a necessity to make the experience viable for enough people to see the objects that are best seen from Snow King.

Thank you for considering my suggestions,

Sincerely,
-Curtis Wong

Creator, WorldWide Telescope
Harvard Smithsonian Center for Astrophysics

From: Tyler Valentine
To: Brendan Conboy
Subject: FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date: Tuesday, May 19, 2020 1:31:52 PM

-----Original Message-----
From: Morgan Gurney [mailto:magurney2011@hotmail.com]
Sent: Tuesday, May 19, 2020 1:33 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Sincerely,

Morgan Gurney

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Tuesday, May 19, 2020 4:08:21 PM

From: Heather Hansen [mailto:heather.d.hansen@gmail.com]
Sent: Tuesday, May 19, 2020 2:40 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so people have access to the observatory on the summit when the sky is dark.

Sincerely,
Heather Hansen

From: Tyler Valentine
To: Brendan Conboy
Subject: FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date: Tuesday, May 19, 2020 4:08:33 PM

-----Original Message-----
From: James Warner [mailto:invocation@charter.net]
Sent: Tuesday, May 19, 2020 3:03 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Should be an awesome view,

Appreciatively, James K. Warner

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Tuesday, May 19, 2020 4:09:11 PM

From: Keith Sbiral [mailto:krs@reddotbluedot.com]
Sent: Tuesday, May 19, 2020 4:01 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Our experiences with Wyoming Stargazing were fantastic while I served as the Interim Planning Director in 2019. And we look forward to a return trip when travel allows!

Sincerely,

Keith R. Sbiral

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Tuesday, May 19, 2020 4:41:13 PM

From: Michael Adler [mailto:outlook_7416220BAEC8703B@outlook.com]
Sent: Tuesday, May 19, 2020 4:36 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

I have an observatory in Jackson Hole and I share my images widely locally and on the web. Currently 25 of my images are in the Teton County Library and I have donated 20 images to the St Johns hospital foundation which are on display in the hospital. I have donated 25 framed pictures to Wyoming Stargazing and they are been sold to benefit the mission of Wyoming Stargazing which is to bring the beauty of the extraordinary skies here in Jackson Hole. I have done this to allow people to see the beauty of the night skies.
However, the planned observatory and planetarium to be placed on the summit of Snowking will greatly expand access to the entire community and be a big draw to visitors to the area. The key to this project going forward is keeping the gondola and summit area accessible to 1AM. Without that access the observatory cannot be used and the project cannot go forward as it is not dark enough to do viewing in the summer until 10PM. Since operating a telescope requires dark skies the impact on the surrounding community will be minimal.

Sincerely, Michael Adler
Sent from Mail for Windows 10

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Wednesday, May 20, 2020 8:01:49 AM

From: Stephen R. Koch [mailto:stephen.koch@earthlink.net]
Sent: Tuesday, May 19, 2020 6:30 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Sincerely,

Stephen Koch

5500 Fish Creek Road

Wilson, WY

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Wednesday, May 20, 2020 8:02:01 AM

From: Mike Cavaroc [mailto:cavaroc@gmail.com]
Sent: Tuesday, May 19, 2020 7:18 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Thank you very much!

- Mike Cavaroc

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Wednesday, May 20, 2020 8:02:22 AM

From: Orion Bellorado [mailto:obellorado@tcsd.org]
Sent: Tuesday, May 19, 2020 9:09 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark. I have been so excited about this non traditional, non booze related educational experience that is coming. To shut the gondola down early would be a travesty!

Sincerely,
Orion Bellorado

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Wednesday, May 20, 2020 8:02:33 AM

From: Serese Kudar [mailto:seresekudar@gmail.com]
Sent: Tuesday, May 19, 2020 9:41 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Mr. Valentine and Planning Commission,

I've been following this community goal for years. Please, please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

It is a truly unique, timely, and educational benefit for local residents and visitors alike. Winters are long and one of my favorite experiences is enjoying stargazing is under our downtown night skies. How special to be atop Snow King, our community hill, on summer nights...and even more extraordinary from an observatory. Talk about inspiration for generations to come!

Serese Kudar

Sincerely,
--
Serese Kudar
307.231.2716

From: Tyler Valentine
To: Brendan Conboy
Subject: FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date: Wednesday, May 20, 2020 12:12:57 PM

-----Original Message-----
From: Michael Glover [mailto:glovermichaele@yahoo.com]
Sent: Wednesday, May 20, 2020 12:11 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Sincerely,

Mike Glover

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Wednesday, May 20, 2020 12:44:45 PM

From: Janice H. Harris [mailto:JHarris@uwyo.edu]
Sent: Wednesday, May 20, 2020 12:46 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Sincerely,
Janice Harris

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Thursday, May 21, 2020 11:31:45 AM

From: Lindsey LOVE [mailto:lindselove@gmail.com]
Sent: Thursday, May 21, 2020 11:33 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Sincerely,

Lindsey Love

From:	Tyler Valentine
To:	Brendan Conboy
Subject:	FW: Wednesday, May 20th: Public Comment on Snow King CUP
Date:	Tuesday, May 26, 2020 8:06:00 AM

From: Greg Wright [mailto:gregorylwright@gmail.com]
Sent: Saturday, May 23, 2020 3:28 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Wednesday, May 20th: Public Comment on Snow King CUP

Dear Planning Commission,

Please allow Snow King to operate the gondola until 1am during the summer months so that people have access to the observatory on the summit when the sky is dark.

Sincerely,

Greg Wright
Teton Village, WY

From:	zahan billimoria
To:	Tiffany Stolte
Subject:	Zip Line and Gondola
Date:	Wednesday, June 03, 2020 11:44:05 AM

Hi All,
Just wanted to say that I think the zip line and gondola should be daytime activities, I understand that may include some evenings, but I have heard that you may be considering leaving it open till 1am, which would be really disruptive to the east Jackson neighborhoods, in my opinion. Thanks for reading.

I hope you are all well,
z

Zahan Billimoria
Samsara Mountain Training
208 709-0858

From:	Geneva Chong
To:	Tiffany Stolte
Cc:	Tyler Sinclair; Town Council
Subject:	Snow King CUP comments
Date:	Wednesday, June 03, 2020 12:39:52 PM

Dear Planning Commission,

Thank you for your continued review of the Snow King conditional use permits application. I have submitted significant personal comments in the past and hope that you will contact me any time with questions.

I am writing this comment as a representative of the public, appointed by the Town and County electeds, on the Parks and Recreation board. Our board held a special public meeting to write our comments for you to consider them at today's meeting.

It is imperative that private development on public and private property does not impact our town public land, including Phil Baux Park, in such a way as to de facto make it private land in support and use of private development and activities.

Thank you for your careful consideration of the Parks and Rec board comments. I or another member of the board will be present tonight if you have questions on our comments.

Thank you again for your work and consideration.

Geneva Chong
307-699-0330

From: Jim Coleman
To: Tiffany Stolte
Subject: Proposed Snow King Improvements
Date: Wednesday, June 03, 2020 2:50:35 PM

Dear Planning Commission:

My name is Jim Coleman. I have been a board member of the Jackson Hole Ski and Snowboard Club for the past eight years and an annual season pass holder at Snow King for the past 15 years. I also ski at the King on average 3-4 days a week in the winter.

I write in support of Snow King's proposed improvements to the ski area primarily through the lens of a strong supporter of the Ski Club.

The Ski Club serves approximately 400 student athletes every year. Among its three major programs, the Ski Club's Alpine program is the largest and uses Snow King as its primary training venue.

Because of the size of the Alpine program and its reliance on Snow King as its training venue, the Ski Club's future success is tied directly to the success of Snow King. Without Snow King, I doubt the Ski Club's Alpine program continues to exist. Therefore, I generally support the improvements Snow King proposes as I believe they will ensure its future economic viability.

There are two improvements I would like to address directly: increased water capacity and winter hours of operation.

This past fall, there was a cold spell lasting approximately four to five days at the end of October, beginning of November. To their credit, Snow King ran the Ski Club's snowmaking guns aggressively during that time period. Had the cold spell lasted another two days, the ski area would have likely been available for race training beginning the first week of November. Ultimately, due to weather conditions, Ski Club athletes were not able to begin skiing at the King until December 1. Having an extra four weeks of training during a competitive season that is generally five months in length would have been a great advantage for our athletes. The Ski Club would have also attracted numerous other ski teams to the venue during that period.

Had the water capacity to the ski area been greater, it is very likely that Snow King would have been able to open that first week of this past November. At optimum snowmaking temperatures, the snow guns cannot operate at full capacity because there is insufficient water flow. Increased flow from the existing 600 gallons per minute to the proposed 2,400 gallons would likely have meant the hill would have been ready for racing this past November 1. In addition, increased flow will allow Snow King to put down an adequate based for the season far more quickly (i.e. the guns – and noise – would shut down for the year at a much earlier point in the season.)

With respect to hours of operation, I seem to recall Snow King used to operate until 8pm in the winter. I will admit that absent the Ski Club's use, the hill does not seem to be used much at night. However, if the mountain is open for skiing until later in the evening, I believe the Ski Club will use

some of those hours not only for training, but also for fundraising events (such as community adult racing). Moreover, with the lighting improvements proposed by Snow King, I think we will begin to see the general public make more use of the hill in the evenings.

I thank the Planning Commission for the time its members commit to matters like this. Having served on a number of nonprofit boards, I know the time commitment involved is not easily worked into one's personal life.

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From:	Kristin Combs
To:	Tiffany Stolte; Town Council
Subject:	Snow King Conditional Use Permit
Date:	Wednesday, June 03, 2020 2:51:38 PM

Town Planning Commission,

I'm writing to express our severe concerns about the impacts to wildlife that both the zip line and late-night gondola rides will have on wildlife on Snow King Mountain. Snow King is home to elk calving areas, nesting birds (including birds of prey), black bears, mule deer with young, ground squirrels, and myriad other species. The noise, light pollution, and the presence of people will cause a great disturbance to wildlife that is used to living in mostly peaceful conditions after hours.

Continued encroachment on our wildlife habitat, especially important habitat near town limits, cannot be allowed if we want to preserve the integrity of our community as a wildlife-rich area. It is our duty and responsibility as stewards of one of the last places on earth to host a full suite of native wildlife species to protect what we have left and make sure wildlife is a priority in all planning decisions.

Please consider wildlife in your decision and ensure Snow King stays a place where both people can enjoy their public lands and wildlife can continue to thrive. Do not approve the addition of a zip line and gondola rides until 1:00 am.

On behalf of our thousands of supporters both in Wyoming and nationwide who visit here to witness our incredible wildlife, thank you for the opportunity to comment.

Best regards,
Kristin Combs

--

Executive Director
Wyoming Wildlife Advocates
PO Box 1772
Wilson, WY 83014
(307) 413-4116

From:	Laura Garrard
To:	Tiffany Stolte
Subject:	Snow Ling Gondula and Zip Line Hours; zip line concerns
Date:	Wednesday, June 03, 2020 1:21:01 PM

Dear Town Planning Commission:

I hope this email finds you well.

I understand that Snow King Resort is proposing keeping the gondula and potential zip line (which I'm against) open until 10 p.m. at night. Does this mean lights on in our beautiful protected dark skies as well?

We who live downtown and near Snow King have to deal with screams off the mountain on most warm days when I would rather relax in quiet on my porch (obnoxious noise of riders of the alpine slide and "Cowboy Coaster" and partakers of the Treetop Adventure ropes course) as if we're in an amusement park. Now we have helicopter noise, already by the way almost everyday. And now you're considering allowing disruption in our forest into the late night when we're sleeping with windows open in the hot months? Can't we give the wildlife a break too?

This town is quickly chasing everyone of substance from it, and it will become an outdoors theme park with temporary people and visitors who are badly educated by our own terrible example (or not educated at all, rather) as the importance of nature, silence, quiet, sleep and breaks from the paces of city life and Orlando.

The community needs to come first and the resort second. Put your foot down on these issues. In the end our town may need to take over the resort's activities on forest public land in order to preserve the character and values of our town and our peace.

Thank you for your time.

Sincerely,

Laura Garrard

From:	Brigid Mander
To:	Tiffany Stolte
Subject:	Snow King CUP discussion
Date:	Wednesday, June 03, 2020 2:58:05 PM

Hello, Planning Commissioners,

I am taking the time to quickly write in (and, thank you, for your much larger time investment in serving the community!) with a few thoughts on the ongoing discussions over permits requested by the current ownership of Snow King mountain.

As a resident, the investment in Snow King as it stands looks profitable enough, though we can't know for sure as the ownership is not a public entity. I do not believe the town is obligated to shoulder the additional burdens the ownership is asking for, nor to see to it that their returns reach the most oneiric level fathomable - and they are burdens on this town, not benefits. The only benefits are not for the public, but for the investors. These proposals do not align with local values, and add nothing to our town save further denigration of our wildlife's necessary habitat, more traffic, crowds, low-wage jobs, more housing pressure, and more momentum to a local tourism industry that appears well past the apex of the law of diminishing returns for the community and environment.

Please, recommend that hours of operation on the mountain for mechanical amusements be firmly capped, and enforced, with a reasonable closing time of 7 or 8 pm. Events on the summit - and I should be clear I strongly oppose all the buildings proposed - should not be allowed later than this. We can already hear screams from the roller coaster in town, and up Cache Creek, unwilling witnesses to these amusement rides of tourists, and well into the evening. If and when a gondola is built, strict, consistent, and enforced closing times should be part of the permit.

A zipline, in the most visible, defining open space above this town, with visual and audio impacts on the whole town and neighborhoods, and the (currently still accessible) human powered uphill recreation on National Forest lands should be an unacceptable proposal. Impacts are large, safety is questionable, and in general it doesn't fit the reasons we have any tourist traffic here. Please, I urge you to support outright denial of this imposition on nature, residents, and the identity of this place as a destination.

Snow King's owners are asking for so many things, from so many entities, there are so many cracks and loopholes in this process which involves so many more, irreplaceable things we cherish, namely, the open space and wildlife habitat that make this place unique. Overdevelopment without strict rules and oversight on the hillside rising right out of town would be a travesty, and, I believe an insult to those who worked so hard, and fought tirelessly - since the early 1900s - to protect this place and its abundant, unique window into nature from precisely this kind of short sighted, greed-fueled development. I apologize if that's dramatic, but I believe it to be true, and this part of a death by a thousand cuts to what we inherited from those who had astounding foresight and conviction.

These proposals are a bad deal for town, for residents, for visitors who come to experience the nature that was preserved here, and for our fellow creatures, whose well-being and existence we are responsible for, on every level. We need to take the risk and say no, in order that a better deal can be developed. There are better solutions to be had, please demand them for our community.

Thanks so much for reading, and again for your work and time.

Regards,
Brigid Mander

--
Brigid Mander
www.brigidmander.com

PO Box 1666
Wilson, Wyoming 83014
917.847.8734

From:	Anne and Rod Newcomb
To:	Tiffany Stolte
Subject:	Snow King
Date:	Wednesday, June 03, 2020 3:06:51 PM

Members of the Planning Commission:

I am a 60 year skier of Snow King and Worked for Neil Rafferty as a paid patroller for 2 years. I endorse the comments of the letter to you from Parks and Rec.

Rod Newcomb
Jackson

From: Noah Osnos
To: Tiffany Stolte
Subject: Gondola hours of operation
Date: Wednesday, June 03, 2020 8:05:09 AM

With regards to the proposed operating hours for the proposed gondola at Snow King, please carefully review the comments as submitted by Parks & Rec. In particular, night hours (i.e. after dark) should only be permitted for exceptional use & purpose, and not for any form of regular use. We already know that the area is particularly sensitive regarding wildlife, and that trash & noise will become problematic when nighttime activities are allowed (note the differences in actions relating to recent nationwide protests between daytime and night). Increased hours of activity will undoubtedly increase work load on the town's police officers, and potentially the court as well. The town itself will gain little (or no) economic or social benefit from allowing people to be roaming the top of Snow King mountain in the nighttime.

Regards,

Noah Osnos

From:	Joseph Smith
To:	Tiffany Stolte
Cc:	Town Council
Subject:	Snow King Expansion Proposals
Date:	Wednesday, June 03, 2020 11:04:29 AM

Dear Commissioners,

I am writing to voice my concerns regarding the ongoing Snow King expansion proposals. Thrill rides, roller coasters, and late night attractions are all good and fun when the County Fair pops up for a week in July, but allowing a permanent amusement park installment to our town hill does not strike me as congruent with community values, nor integral for the prosperity of Snow King Mountain Resort.

Visitors revere our home's quaint, historical, and naturally occurring qualities. It is what makes Jackson a true destination. My plea is that the planning commission move to protect these qualities and deny zip lining and late night operations proposals.

The "necessity" of these proposals is a perspective pushed only by the investors who stand to benefit at the rest of the community's expense.

Sincerely concerned,

Joe Smith
Resident of Jackson, WY

From:	Geneva Chong
To:	Tiffany Stolte
Cc:	Tyler Sinclair; Town Council
Subject:	Re: Question and comment regarding proposed operational hours
Date:	Wednesday, June 03, 2020 6:40:55 PM

Please note that the Parks and Rec Board comments ask the hours of operation to generally not exceed Phil Baux Park operating hours (9:00 pm in the summer) with the exception of a limited number of special events per year.

On Wed, Jun 3, 2020 at 6:38 PM Geneva Chong <geneva.chong@gmail.com> wrote:

> I did not see the extensive discussion regarding late night operations of the gondola and the proposed observatory. It seems to me this needs to be a new or revised CUP when the observatory is built. Abby Petri is saying that right now. thank you.
> Geneva Chong
> 307-699-0330

June 1, 2020
Town Planning Commission

RE: Follow-up comments re: Snow King zip line / gondola permit

Dear Chair Vandenberg and Planning Commissioners,

Thank you for your thoughtful discussion of the Conditional Use Permits for Snow King's proposed zip line, gondola, and other amusements. We would like to provide our feedback on your discussion – a rare opportunity since in many cases we only have one chance to provide public comment and can't respond to or correct inaccurate statements by applicants.

First, please take the time to consider the Parks and Recreation Board input. We were impressed by their thorough discussion and clear decisions, and we hope you will grant them full consideration. We support their recommendation to limit gondola operating hours to 6pm in winter and 9pm in summer (lining up with other activities), vs. our previous recommendation of 8pm. We still believe that loud amusements that impact the base area *should* have 8pm summer closing times.

Safety *is* an issue for zip lines
We need to push back against the applicant's assertion during your last meeting that "there have been very few accidents in the United States on the very many zip lines" and that safety measures have taken a "massive leap." There's no central repository for injury data (or for participation numbers) but we do know that injuries grew from a few hundred in the late 1990s to more than 3,000 in 2012.[1] We also know that zip line injuries can be serious, and the sport's injuries are deemed to be "at least as serious as rock climbing" and more in line with whitewater rafting than riding a rollercoaster. And we know zip lines are not treated like either of those but rather like carnival rides; regulations vary widely from state to state, with oversight limited to simple review of plans on paper. This is an unnecessary amusement ride with real safety risks. *Please recommend denial on the permit for the zip line.*

Please say no to summit bars and weddings till the middle of the night
Although the applicant frames the 25,000 sf summit complex and wedding venue as an "if," the Forest Service (FS) included them in every action alternative in the Draft Environmental Impact Statement (DEIS) – making it clear that approval is likely. Once those facilities are built, and once the Town Council sets operating hours for the gondola, there will be no way to regulate activity hours on the summit. Events will be on FS land, and not subject to special event permits from the town or county. We believe it is utterly inappropriate to have regular operations, lighting, and activity on

[1] Borrell, Brendan. (2017, Feb. 28). "Just how dangerous are zip lines?" *Outside.* https://www.outsideonline.com/2159481/just-how-dangerous-are-ziplines.

the top and front of Snow King until after midnight, and we are very surprised that the applicant wants summit activities to run as late as downtown bars. Please say no. *Please require all base area activities and the gondola to adhere to a strict 6pm winter / 9pm summer closing time, with **rare** exceptions for events (a few each year).*

Wildlife impacts are relevant

Several commissioners raised concerns about impacts to wildlife – thank you – and were told that the FS was fully vetting those impacts through their Environmental Impact Statement (EIS). Unfortunately, the FS completely failed in that impact analysis (please see our Draft EIS comment letter). Most notably, the FS ignores crucial winter range for mule deer and elk in Leeks Canyon, northern goshawk nests in the proposed expansion into Cache Creek, and lynx habitat where the applicant wants to put a yurt camp. The FS will decide what may be built outside the current operating footprint, but the restrictions you recommend for the gondola hours will determine the magnitude of those impacts. Late-night service with all the associated noise, lighting, and human wandering from the summit complex and a top-to-bottom zip line clearly increases the impacts on our wildlife. *Again, please deny the permit for the zip line and require a strict closing time for the gondola.*

Who's watching the water?

Although the applicant claims the resort doesn't plan to make "a vast amount of more snow," their plans for FS land indicate otherwise. The alternatives in the DEIS present a 150-163% increase in snowmaking (including on south-facing slopes), and they propose to open earlier in the year, when temperatures are warmer – amounting to the need for more and more water. Using initial data from Town Public Works (at the end of this letter), we've calculated that the demand in one month could be as great as 298.5M gallons of clean drinking water. We do not agree with the applicant's logic that because the "town has identified no impending water shortage" that there is no problem. We support ski racing, *and* we believe there should be an honest conversation about the impacts of snowmaking. *If the resort needs more water for snowmaking, not for a massive summit complex, then the town should negotiate an appropriate cost-share for installing larger conveyance pipes through the pump house CUP.*

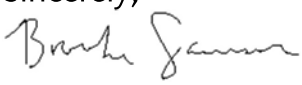
The noise issue isn't new

Noise has long been an issue for Snow King's neighbors, and despite town LDRs calling for planned resorts to have a "high degree of self-containment" (4.3.1.A), the resort has not solved the issue. We have found nothing in the application to back the applicant's claim that noise estimates address cumulative concerns. While snowmaking may be louder than a zip line, the proposed zip lines and other amusements are much closer to neighbors and town. *Please deny adding more noise sources to the existing base area impacts, and please require strict 6pm winter / 8pm summer closing times for existing base area amusements.*

The big picture
Decisions about operating hours, zip lines, and water pipes may seem small, but they are key issues that have fallen through the cracks of different jurisdictions. We have to remember that this zip line and gondola are part of a larger picture for our Town Hill, one that includes 25,000 sf summit complexes, top-to-bottom lighting and zip lines, roads crisscrossing the best ski terrain, and bulldozers taking out important habitat of northern goshawks, great gray owls, elk, bear, cougars, wolves – and local recreationists. These CUP discussions aren't just about small design adjustments, moving a structure by a few feet here, a few feet there; *these discussions are about if these uses should be allowed at all, and if so, under what conditions.*

We want Snow King to succeed
We'd like to recognize the profound impact coronavirus is having on all of our local businesses. We want to find a way to help Snow King succeed despite the uncertainty of the coming seasons and years. But let's not hastily approve bad ideas. If the only way the resort's current investors can think of to save Snow King is to cover it with zip lines...maybe it's time for someone else to try. We've seen the community's willingness to consider a public buy-out before, and we saw the community rally around Snow King to fund grooming for uphill exercise this spring. In these times, we've all realized the importance of public spaces like Snow King. And just like with the Café Genevieve block, sometimes we have to say no to a bad idea to create space for a good outcome. *Please say no to these bad ideas so that we can all come together in support of better proposals for our Town Hill.*

Sincerely,



Brooke Sausser
Community Planning Manager

Email from Town Public Works

During the DEIS comment period, Assistant Public Works Director Johnny Ziem provided the below information:

Johnny Ziem <jziem@jacksonwy.gov> Mar 12, 2020, 8:41 AM

to me

Brooke,

There are two 6 inch meters that are used to make snow at Snow King. See gallons below with the respective months.

6" Meter #1		Gallons
	18-Nov	5,100,000
	18-Dec	4,100,000
	18-Jan	100,000
	19-Oct	100,000
	19-Nov	3,100,000
	19-Dec	7,200,000
6" Meter #2		
	18-Nov	5,200,000
	18-Dec	0
	18-Jan	113,400,000
	18-Feb	700,000
	19-Nov	6,600,000
	19-Dec	10,900,000
	20-Jan	3,700,000
	20-Feb	0

From: Diane Abendroth
To: Town Council
Subject: Snow King permit comments
Date: Thursday, July 02, 2020 6:35:19 AM

Hello, I have written to the town council before urging you to say no to the zip line proposal at Snow King. I am against this proposal. Today i am sharing my thoughts about the risks associated with the restaurant at the summit.

I am okay with the idea of a restaurant at the summit. But not a bar that stays open late. It is one thing to have drunk people wandering the streets downtown, but if people can party on Snow King after ski patrol is done for the day, I predict intoxicated bar customers will attempt to ski, bike, or hike down the mountain in the dark. Some of these people will not make it to the parking lot without injury, hypothermia, or wandering off into the trees for hours. (They will certainly yell and hoot at the top of their lungs but that is another topic). I recall paying $75 to Snow King in order to ski up and down the slope when the lifts were closed with the justification that there were safety concerns!

I urge the Town Council to consider the impact of a late night bar on Jackson's emergency services before approving this type of development. Has the applicant looked at other remote mountain commercial party spots and assessed the safety impacts and mitigations?

Thanks, Diane Abendroth

Get Outlook for iOS

From: Jean Ferguson
To: Town Council
Subject: Snow King
Date: Wednesday, July 01, 2020 3:26:32 PM

We would like the town council to think very carefully about the zip line to be part of the considerations next week. We are very much against it and further adding to making Snow King an amusement park. You need to quit helping a private company make a living because there is no end to their desires and their "need" for expansion.
It is blackmail against our town character that can never be undone after we see the garish results. And those results will affect us all and our animals not just the neighborhood.
No zip line is wanted or needed by local Jacksonites.
Thank you for considering our views.
Jean and Dick Ferguson.

From: Randy Frazier
To: Town Council
Subject: Comment regrading upcoming CUP for Snow King Zip Lines
Date: Wednesday, July 01, 2020 11:22:19 AM

I am opposed to these ziplines in all forms, and during any operational hours.

As a business person I understand the desire to develop and to add services, but in this case the proposed service will cause very serious degradation to the quality of life for a large portion of town residents that live near the hill. This one is a step too far.

Why do we have a noise ordinance in Jackson, only to let a business generate a continuous disturbance of our peace. It's just wrong that they get to do that already, and this zipline will make it much worse.

Already the noise levels generated at my home from the Mountain Coaster are obnoxious. I listen to screaming people all day long in the summer, often until after I go to bed.

The zipline noise will be much greater than the Mountain Coaster. This is totally unacceptable.

Decline the zipline permit request.

In the coming elections, I will vote against any council member that votes for these ziplines in any form, at any hours.

Randy Frazier
635 Cache Creek Drive
Jackson, WY 83001

From: jhoff@wyoming.com
To: Town Council
Subject: Final Approval of Snow King Resort District Gondola, Cougar relocation, and improvements
Date: Wednesday, July 01, 2020 11:48:34 AM

Dear Jackson Town Council,

I am writing to urge to you vote in favor of approving construction of a gondola, relocation of the Cougar lift, and other resort improvements to be discussed at your regular meeting on July 6th. I regret that I will be unable to attend to comment in person. I am a 25 year resident of the valley, and a property owner for 22 years half a block from the west side of Snow King and the future gondola location. I am also a parent of a Ski Club Athlete. The future of the Ski Club and their training venue is irretrievably entwined with this project. I sympathize and have compassion for the parties who oppose this project on the side of 'no change'. I love it too for the quirky, local vibe, but I believe that it is the people who utilize the 'King' on a daily basis who will maintain that vibe despite change and improvements.

I support proposed Snow King improvement project for being well thought out and well planned. I believe that the many improvements proposed to Snow King (the major items listed previously) which in turn will provide many advantages to the Town and community outweigh the few downsides of the project (disturbance, change, road cuts). Please vote in favor of viability and progress for the 'King' by voting approval for this project. Thanks.

JoAnn

JoAnn Hoff
140 Aspen Drive
Jackson, WY 83001
307.690.5460

From: John Tozzi
To: Town Council
Subject: Support for Snow King
Date: Wednesday, July 01, 2020 3:08:03 PM

Dear Commissioners,

I'm writing to voice my full support of the Snow King Resort District master plan, and the improvements sought, that will vastly improve the quality of Snow King Resort for the Town and all of it's user groups. I am a resident of the valley for over 20 years and along with my wife and three children we use and love Snow King. As a family, we are also supporters/members of the Jackson Hole Ski and Snowboard Club, and for me personally as a member of the Board of Directors for the Club I know first hand how important it is to have a sustainable and vibrant Snow King.

Please vote to move forward with the requested plan at the upcoming Council meeting.

Thank you for your compassionate, realistic and ongoing support of our town, valley and its residents.

Sincerely,
Johnny Tozzi

From: Ann Loetscher
To: Town Council
Subject: Snow King Expansion
Date: Wednesday, July 01, 2020 9:52:41 PM

Hello,

I am writing in regards to the Snow King expansion meeting on Monday, July 6th. I am all for improving Snow King etc, but I do feel a gondola is a little over the top. I am sure this has been considered, but I am all for a High Speed Quad with covers on them. I know they are trying to put a restaurant on top, but really a Quad with covers is not any more cold than a gondola. Why not go this route?

Thanks for your time.

Sincerely,

Ann

From:	Andy Parazette
To:	Town Council
Subject:	Andy Parazette in support of Snow King Master plan
Date:	Wednesday, July 01, 2020 1:40:16 PM

Our family has been involved with the Jackson hole community for the past 20 years. We have had three children go through the Jackson Hole Ski Club! They have been a part of Snow King and Snow King has been a big part of their life.

It is important to us as well as our community to make improvements to Snow King. Please approve the master plan.
It is important to us as well as our community to make improvements to Snow King. Please approve the master plan.

Best Andy Parazette

From: astephenson
To: Town Council
Subject: The JHSC and Snow King
Date: Wednesday, July 01, 2020 3:28:28 PM

To Arne
The town of Jackson has long, long standing with the Jackson Hole Ski Club. Please review the legal background and history of the relationship and preserve the history. The Ski Club was key to the successful development of Jackson and Jackson Hole. And equally important, it is a hallmark of the spirit of community. Bob Shervin, Jim Sullivan, the Chamber and Budge and Karns families, MIke Wardell: these folks can vouch for the value of Snow King and it's skiing importance.
Thank you for your perseverance.

Sincerely,
Ann Stephenson

Sent from my iPad

From: Meaghan Tozzi
To: Town Council
Subject: Snow King Resort District master plan
Date: Wednesday, July 01, 2020 1:45:19 PM

Dear Commissioners,

I'm writing to give my full support of the Snow King Resort District master plan and the improvements sought that will vastly improve the quality of Snow King Resort for the Town and all of it's users valley wide and far beyond. I am a resident of the valley for over 20 years and have three children that use and love Snow King and all it's amenities, and we give full support of the partnership with the Town Hill and the JHSC partnership together in support of our communities necessities.

Thank you for your compassionate, realistic and ongoing support of our town, valley and its residents.

Sincerely,
Meaghan Tozzi

From: Rick Walters
To: Town Council
Subject: Support for JHSC future
Date: Wednesday, July 01, 2020 3:49:18 PM

I wanted to go on record in support for the JHSC continued operation at Snow King. The club goes back generations, and has contributed to the special character of Jackson Hole across those generations.
Please accommodate the logistical needs of the club as Snow King is developed.

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: JULY 23, 2020

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

MEETING DATE: AUGUST 3, 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

This item was continued at the July 27, 2020, Special Town Council meeting with no discussion. There will be no further public comment taken at this meeting. There have been no changes made to the July 27, 2020, staff report for this item.

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.

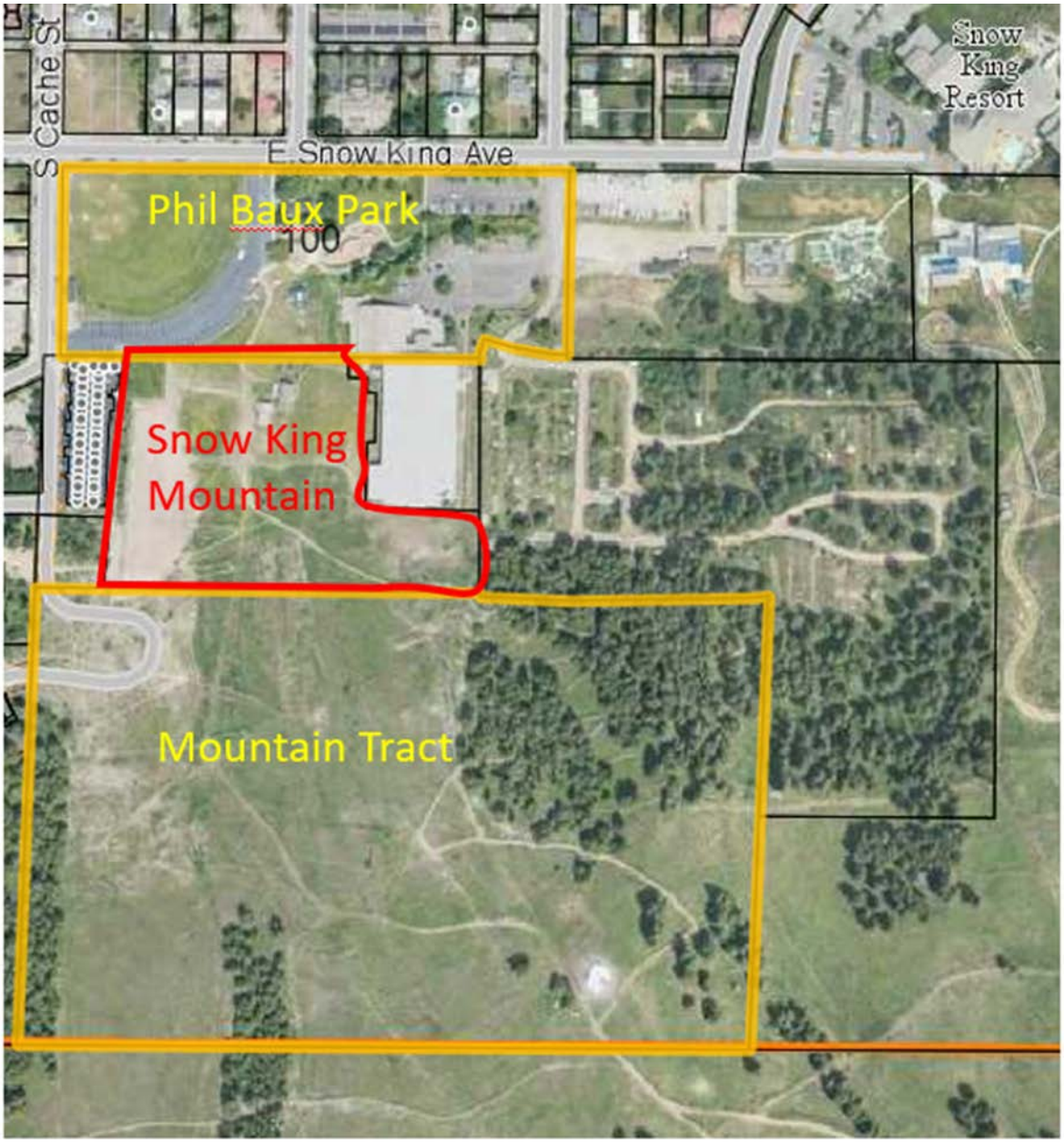
BACKGROUND

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

Master Plan Condition #9

The Snow King Resort Master Plan condition #9 contains a requirement that a gondola lease agreement be signed by August 1, 2020. The condition reads as follows:

> *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 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.*

Staff finds that both parties have proceeded in good faith to meet the August 1 deadline but due to timing constraints related to COVID-19 this may not be possible. Staff recommends the best way to address this

condition is to continue to work to come to an agreement on the gondola lease by the August 1, 2020 deadline. Staff finds that this may mean an agreement in principle with both parties agreeing to the overall structure of the lease without it being finalized and executed until a later date. In addition, staff is recommending that a modified condition be added to both the Gondola CUP and Zipline CUP to address the requirements contained in Master Plan condition #9 going forward for both parties. The recommended condition would read as follows:

> *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 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.*

Associated Agreements

Based upon discussion by Council at the July 20 meeting staff has continued to work on the other associated agreements with Snow King Mountain specifically as follows:

- *Facility and Use Agreement for Phil Baux Park*
  - *This will cover the use of the park for the tube hill and other temporary uses*
- *Facility Lease Snow King Center*
  - *This will cover leasing a portion of the Snow King Center to Snow King Mountain*

Staff notes that similar agreements have also been requested by or identified by the Town for Center Management Inc. (CMI). Staff will continue to work with all parities in a timely manner to understand the interrelatedness of the agreements and to complete all required documents. The specific timing of negotiating these agreements with all parties, final execution, and/or agreement in principle of agreements will be dependent on many factors with Town Council providing all final direction on content and timing.

Staff is working with the applicant on a draft lease agreement for consideration by Council. Below staff has provided an overview of the key areas of the lease for Council's consideration and initial comment.

- **Article 1. DEFINITIONS**
  - This section includes specific definitions for all terms utilized throughout the lease including but not limited to allowed lease improvements, permitting and other items.

- **Article 2. APPLICABILITY OF PROVISIONS**
  - This section describes that if not stated otherwise, the provisions of this Lease apply as of the Execution Date and continue through Termination.

- **Article 3. LEASE OF THE PREMISIS; EASEMENTS; TERM; RENT.**
  - This section describes the specific area to be leased on the two Town parcels including specific exhibits outlining the extent to which the Town property can be utilized.
  - Lease Term. This section will include the term of the lease and options to extend. Due to the significant investment being made the applicant is interested in a long lease period.
  - This section describes what occurs when the lease expires, regarding the Removal and Restoration of improvements.
  - Rent. This section as initially proposed will set a monthly base rent. Staff is seeking Council feedback on the proposal to utilize base rent and possibly a supplemental rent. A supplemental rent could be a % of ticket sales from the Gondola.

- **Article 4. CONSTRUCTION.**

- This section includes a requirement that the tenant provide financial assurance prior to the execution of this Lease, that Tenant holds sufficient private funding and has secured sufficient third-party financing funds to complete construction.
- This section provides requirements for when construction shall commence, when it shall be complete by and what happens for failure to complete the project. This section has been largely addressed in the Master Plan but is proposed to be carried over here as well.

- **Article 5. OPERATION.**
  - This section describes the operational limitations placed on the tenant by the lease consistent with the approved Master Plan and proposed Conditional Use Permits. Staff has provided the areas to be addressed here for Council to see how the Master Plan, CUPs and Lease will work together to incorporate the various restrictions and requirements related to the various obligations:
    a. Use, Operation, Repair and Replacement.
    b. Limits on Use of Leased Premises.
    c. Continuous Ski Infrastructure Operation.
    d. Storage.
    e. Commercial Sales on Landlord Property.
    f. Damages.
    g. On- and Off-Site Impacts From Use of Premises.
    h. Utilities at Tenant's Cost.

- **Article 6. INDEMNITY**
- **Article 7. INSURANCE**
- **Article 8. DEBT SECURITY; TRANSFER; ASSIGNMENT.**
- **Article 9. BOND; REMOVAL; RESTORATION.**
- **Article 10. ASSURANCES OF LANDLORD**
- **Article 11. TERMINATION; EVENT OF DEFAULTS; REMEDIES**
- **Article 12. MISCELLANEOUS**
- **Article 13. FORCE MAJEURE**

Key Issue

Specifically, at this time staff asks that Council provide discussion and input on Article 3, regarding the Rent Amount. Since the June 15, Town Council workshop staff and the applicant have revised the Rent Amount section to include a Monthly Base Rent ($3,000.00) that will increase annually based upon CPI and a requirement that the applicant pay for the completion of Phil Baux Park, Phase 1 improvements with no requirement for Supplemental Rent. The phase 1 improvements that would be paid for by and/or completed by the applicant would generally include re-grading, removal of ballfield and associated improvements, sodding, irrigation, curb and gutter, sidewalks, etc. as generally shown below. Staff has also included below the overall Phil Baux Park Re-development Master Plan for Council reference.

Phase 1 – Landscaping of Phil Baux Park

E Snow King Ave
S Cache St
SNOW KING ICE CENTER
PARKS & RECREATION
PHIL BAUX PARK
Re-development Masterplan

In thinking about and discussing this item staff offers the following areas for consideration:

- What is the correct balance (Rent Amount) between limiting the public use of the park by allowing private improvements with the public benefit of those private improvements to the Town?
- What is the preferred approach and balance between the use of Base Rent a fixed amount versus the use of Supplemental Rent a percent of Gross Revenue? How should the Rent Amount be determined?
- Is Council supportive of requiring the applicant to pay for and/or to construct phase 1 of Phil Baux Park improvements as described instead of providing credit for improvements made to the public park and/or the provision of public commonly used infrastructure provided by the tenant against the lease requirements?
- Should the cost to the Town to upkeep the park as a result of the increased usage be covered by the lease including but not limited to restroom cleaning, turf maintenance and repair, trash removal, etc.?

PUBLIC COMMENT

Staff has compiled all public comment letters to date on this item and the associated Conditional Use Permits and attached them to this report. There has been extensive public comment related to the future of Snow King over the past many years.

LEGAL REVIEW

Ongoing as required.

ATTACHMENTS

None

RECOMMENDATIONS / CONDITIONS OF APPROVAL

None

SUGGESTED 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 30, 2020
MEETING DATE: AUGUST 3, 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).

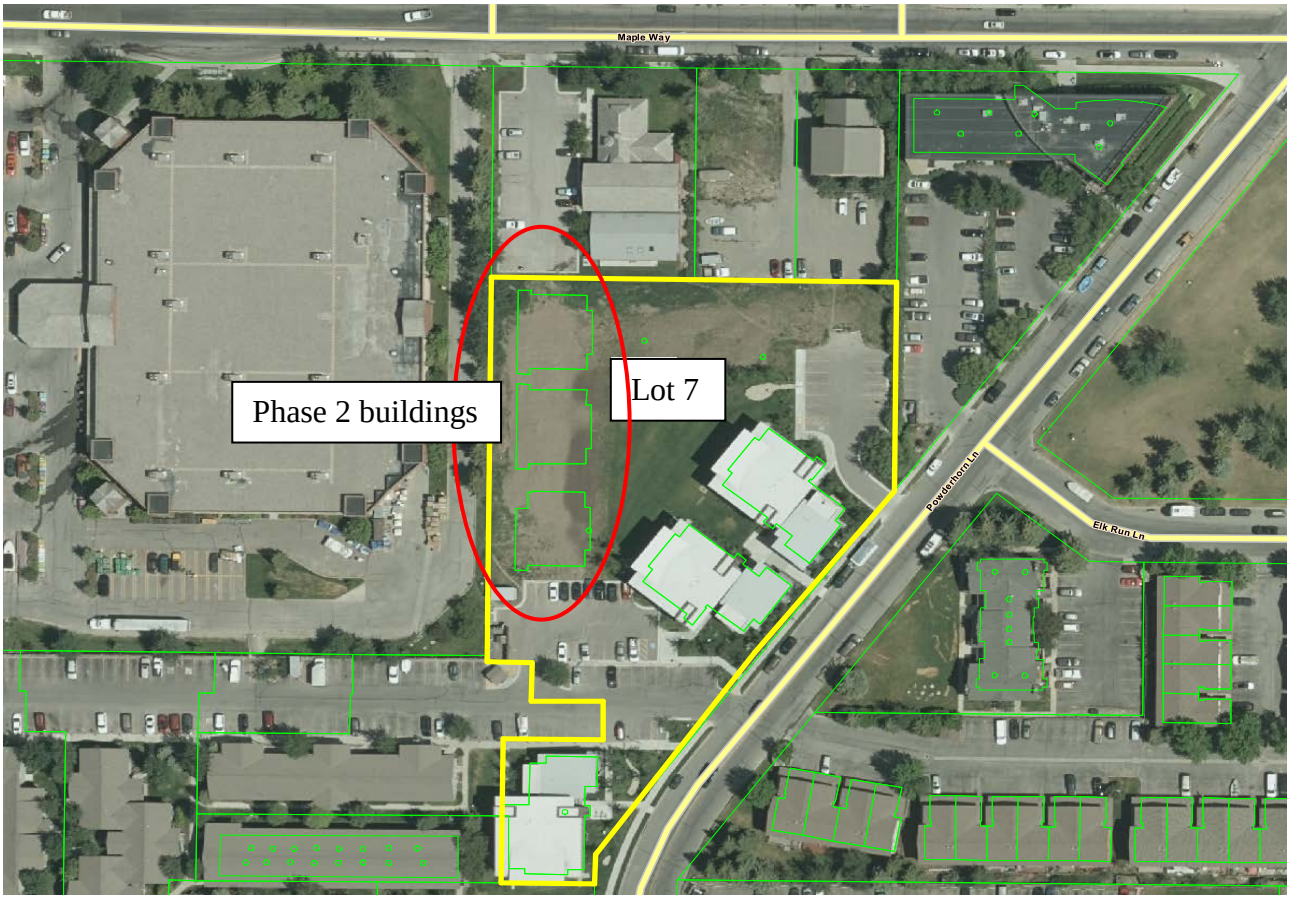
NOTE: The applicant also applied for a text amendment to the Powderhorn Employee Housing PUD to allow an "Apartment" use. It was discovered during the review process, however, that the existing approved PUD Use Table already allows the "Apartment" use as a Basic Use Permit (BUP). Thus, this request was not necessary and is not reviewed in this staff report.

APPLICABLE REGULATIONS

Section 8.7.3 Planned Unit Development
Section 4.4.1 Planned Unit Development – Town
Section 8.7.1 LDR Text Amendment

LOCATION

The property is located at 625, 645, and 675 Powderhorn Lane, legally described as Lot 4 - 7, Powderhorn Housing Addition to the Town of Jackson. An aerial photo and zoning map are shown below:


Maple Way
Phase 2 buildings
Lot 7
Powderhorn Ln
Elk Run Ln

Maple Way
CR-3
Jackson
Shopping
Village
Lot 7
PUD-NH-1
Powderhorn Ln
NH-1

BACKGROUND

- On June 17, 2013, the Town Council approved a Sketch Plan for a 2-phase PUD, a CUP for an Institutional use (dormitory), and Final Development Plan for the 1st Phase of the PUD. Under the 2013 approval, Phase 1 of the PUD would consist of three buildings (already built) while Phase 2 would consist of two buildings for a total of five buildings. The five buildings would be organized around a central open space area and parking. Phase 1, which totals about 35,000 sf, has been built and is occupied by local employees as intended. In addition, the 2013 PUD approval included the following four conditions that must be met by the proposed Phase 2 Development Plan:
    1. The applicant within 60 days of the approval of the application shall comply with the requirements of Paragraph L/Certificate of Standards in Section 2170 of the Land Development Regulations.
    2. The applicant as part of the phase 2 Final Development Plan shall consider additional benches and shade trees around the central open space area.
    3. The amount of parking provided will be reviewed for the entire development during the Final Development Plan for future phases or sooner if deemed necessary by the Town and the applicant will be required to secure additional on and/or offsite parking if deemed necessary at that time. The additional amount of parking to be added onsite shall not be limited to the maximum of 90 spaces indicated in the Sketch Plan if deemed necessary. Shared parking agreements with neighboring property owners may be an option to be considered.
    4. The applicant shall be required to provide additional landscape or fencing screening along the northern property boundary during the review of the Final Development Plan for phase 2 to adequately screen these parking areas from adjacent properties.
- In 2016 the applicant was approved for an amendment that changed the number of building in Phase 2 from two to three buildings but did not change the total number of approved units, allowed floor area, or height of the Phase 2 buildings. The Phase 2 buildings have not been built but they are approved for 22 – 24 units or 96 bedrooms and 19,112 – 31,232 sf of floor area. The exact number of units, floor area, and design of buildings (e.g., number of stories) for Phase 2 will be determined at Final Development Plan approval.
- In addition, as part of the 2016 approval, the property was subdivided into a townhouse plat so that each building became an independent lot with one large open space lot. The 2016 approval also converted the entire PUD project from a PUD option to a PUD zone (PUD-UR) to be consistent with current LDRs.
- In 2018, an amendment to the PUD was approved to allow 48’ tall buildings with a fourth story according to the workforce housing bonus provided in for certain UR properties [now only provided in the CR-3 zone]. Please note that the applicant’s PUD was rezoned from PUD-UR to PUD-NH-1 in the 2018 LDR update.

PROJECT DESCRIPTION

The applicant is requesting approval of a (final) Development Plan for Phase 2 of the Powderhorn Employee Housing PUD to build the final three employee housing buildings in their approved locations.

All units in Phase 2 will be deed-restricted for workforce housing, either as banked units to be used for required mitigation for future development or to satisfy the allowance for the fourth story and 48’ height bonus. The applicant is also requesting to convert six 4-br dorm units into six 1-br apartments and six 2-br apartments for a total reduction six bedrooms from the current Phase 2 conceptual approval.

All three buildings will be four stories and just under 43' in height, as permitted by bonus height allowance in the approved in PUD. The middle building will have an elevator required by building code and then elevated walkways are proposed to connect to the two outer buildings. These connecting walkways will require a minor redesign of the Phase 2 platted building lots and associated Limited Common Areas (LCE). The amended subdivision plat is not part of this application but this Development Plan will serve as the required Development Plan for the future plat that will need to be submitted and approved prior to occupancy of the apartment buildings.

The Phase 2 development will provide additional vehicular parking, bike parking, and landscaping. The existing parking lot in the northeast corner will be extended to the west as originally planned in the Sketch Plan for Phase 2 and additional trees and shrubs are planted on the perimeter of the site and around the common area.

STAFF ANALYSIS

"Apartment" use

Staff has stated above that there is no need to address the applicant's request to amend the PUD text to allow an "Apartment" use because the use is already allowed. As evidence for the record, staff has provided below the Use Table from the 2016 PUD amendment that is still valid.

Master Plan	
Allowed Uses	**Allowed/Proposed**
Residential	
Attached Single-family Unit (condominiums / townhouses)	B
Apartment	B
Dormitory	C
Transportation/Infrastructure	
Utility Facility	C
Accessory Uses	
Home Occupation	B

General Compliance

Staff's review is focused primarily on determining whether the applicant's proposed Development Plan is consistent with the terms and conditions of the existing Sketch Plan and PUD. As demonstrated below, the proposed Development Plan appears consistent will all applicable LDRs.

Below is a summary of the projects' compliance with general dimensional standards in the PUD and LDRs:

	Allowed/Required Both Phases (P1 & P2)	Approved Both Phases (Phase 1 & 2)	Complies? (Phase 2 only)
FAR	.65 (65,575 sf)	.65 (65,222 sf)	Yes (30,884 sf)
LSR	.30 (30,266 sf)	37.7 (38,023 sf)	Yes
Plant Units	1 per unit & 1 per 12	46 plant units	Yes (46 plant units)

	parking spaces.		
Minimum Lot Size	15,000 SF	100,885 SF	Yes (100,885 SF)
Height	35’ – 48’	35’ – 48’	Yes (42’9’)
Density	No limit	54 units	Yes (30 units)
Parking	Independent*	87 spaces	Yes (44 spaces)
Front Yard Setback	12’	15’	Yes (160’+)
Side Yard Setback	5’	10’	Yes (13.5’)
Rear Yard Setback	20’	10’	Yes (11’)

*72 spaces approved for 48 dorm units, however, area reserved for 90 spaces available if necessary

The submitted application provides a more detailed summary of compliance with the LDRs.

Sketch Plan Conditions

The proposed Development Plan must also meet the four conditions of approval from the Sketch Plan:

1. The applicant within 60 days of the approval of the application shall comply with the requirements of Paragraph L/Certificate of Standards in Section 2170 of the Land Development Regulations.

   Complies. The applicant has been met by the submission of the Certificate of Standards in this application.

2. The applicant as part of the phase 2 Final Development Plan shall consider additional benches and shade trees around the central open space area.

   Complies. The submitted landscape plan provides 5 additional benches and many large, shade trees around the central open space.

3. The amount of parking provided will be reviewed for the entire development during the Final Development Plan for future phases or sooner if deemed necessary by the Town and the applicant will be required to secure additional on and/or offsite parking if deemed necessary at that time. The additional amount of parking to be added onsite shall not be limited to the maximum of 90 spaces indicated in the Sketch Plan if deemed necessary. Shared parking agreements with neighboring property owners may be an option to be considered.

   Complies. The submitted parking plan that shows that a total of 87 parking spaces will be provided based on the observed existing parking demand of Phase 1.

4. The applicant shall be required to provide additional landscape or fencing screening along the northern property boundary during the review of the Final Development Plan for phase 2 to adequately screen these parking areas from adjacent properties.

   Complies. The submitted landscape plan shows many trees and shrubs planted tightly together on the northern property line. In addition, two spruce trees are included in the northwest corner that will provide year-round screening for the property to the north.

Height

In 2015 the Council approved an amendment to the LDRs to allow additional height (and a possible 4th story) in the Urban Residential (UR) zone if the property was at least 2 acres in size, the additional floor area on the

4th story (or an equivalent) was deed restricted for the workforce, and other requirements (see below). This amendment was proposed by the JHMR team as a tool that was intended to apply to the Powderhorn PUD. Please note that the UR zone no longer exists in the LDRs and that the same height bonus option now exists only in the CR-3 zone using the same approval criteria. Despite the approval of the LDR amendment, the PUD still needed to be formally amended to allow the same 48' height option. This PUD amendment was approved in 2018 and so the applicant is now proposing apartment buildings in Phase 2 that would use the 48' height option under the same conditions as required for the option in the CR-3 zone.

The criteria for approval are below:

1. The following standards apply to the amount of additional floor area achieved through the increase in structure height; however, the actual floor area to which the following standards apply may be distributed throughout the structure.

    a. It shall be deed restricted workforce, affordable, or employee housing with an occupancy restriction;

        Complies. *The applicant will provide a workforce deed restriction (draft attached to the staff report) to restrict all units on the fourth stories that is acceptable to the Teton County/Jackson Housing Department prior to occupancy of the units.*

    b. It may have an employment and/or price restriction.

        Complies. *The required deed restriction will have an employment and price restriction.*

    c. It shall be exempt from the calculation of affordable housing required by Division 7.4, but shall not be used to meet the affordable housing requirement for the project.

        Complies. *The units on the 4th story are exempt from mitigation requirements and cannot converted in the future to meet the mitigation requirements of any other development.*

2. The project shall provide the affordable housing required by Division 7.4 on site.

    Complies. *The applicant will provide a workforce deed restriction (draft attached to the staff report) to restrict all units on the fourth stories that is acceptable to the Teton County/Jackson Housing Department prior to occupancy of the apartments.*

3. The site shall be at least 2 acres to provide opportunity for sufficient setback from, [sic] and building height step down to small scale development.

    Complies. *The applicant's site is 2.32 acres and so meets this requirement.*

4. The site shall be served by transit within 1/4 mile.

    Complies. *There is a START bus stop on Maple Way near (former) K-Mart that is within a ¼ mile of site walking distance.*

5. The site shall be within ¼ mile walking distance from numerous commercial services routinely needed by residents.

Complies: *The site has the (former) K-Mart plaza, Picnic, and other commercial services within ¼ mile of the site.*

6. The additional building height shall not increase the floor area allowance or decrease the required open space.

   Complies: *Approval of the 42' 8.75" tall apartment buildings does not increase the amount of floor area allowed in the PUD, which is still limited to the .65 FAR maximum.*

It should be noted too that due to recent zoning amendments of the Town's commercial areas in 2018, the proposed 42' 8.75" height is within the same height limit on the property to the north (Mr. Hibberd's property) after it was rezoned from AC to CR-3 and now has a 42' – 46' height maximum in three stories. In the past, Mr. Hibberd has stated his concerns that the northern-most apartment building would block his views and light. It was agreed that this issue would be addressed during the approval of Phase 2. However, now that Mr. Hibberd's property can have buildings 42 ' – 46' in height with a 10' setback, and that the applicant's building is less than 43' in height with a 13' – 15'setback, staff finds that the proposed height and setbacks are consistent with the character of Mr. Hibberd's property and other surrounding properties.

Parking

Phase 1 was approved with 2 parking spots per 4-bedroom dorm unit. According to the monitoring data provided by the applicant, this amount of parking has proven to be adequate, even at peak average demand. For example, with 50 current spaces available, the highest average utilization in the past five years was 42 cars (winter 18'-19') and the summer average has not yet exceeded 40 cars. Based on this data, the applicant is proposing to use the same winter park average ratio observed in the Phase 1 dorms (i.e., 2.2 br/space or 42 spaces for 96 bedrooms) as the parking standard for the Phase 2 dorms. In addition, the applicant is proposing 1 parking space for each 1-br and 2-br apartment (12 parking spaces). Thus, the applicant is proposing to increase the parking from 50 spaces to a total of 87 spaces for the entire site. The Original Sketch Plan planned for a maximum of 90 on-site spaces with the possibility that off-site shared parking might be required if necessary.

Staff finds the proposed amount of parking to be adequate given the unique parking needs of the JHMR employees and based on actual parking data.

Also, the proposed plan shows 72 covered bicycle parking spaces provided at a ratio of .75 spaces per bedroom for the entire development. In addition, there are 18 uncovered bike spaces provided for a total of 90 bike parking spaces. Brian Schilling of Pathways supports this plan as does planning staff.

Landscaping

The approved Sketch Plan and PUD require a total of 46 plants units of screening (24 plant units Phase 1 and 22 plant units for Phase 2). This was calculated based on the assumption that all units would be dorm units. However, as explained above, the applicant is proposing to convert 6 dorm units to 12 apartments (six 1-br and six 2-br). Regardless, the bulk and scale of the Phase 2 buildings are not affected by this internal floor plan change so staff sees no reason to increase (or decrease) the amount of required landscaping based on the new mix of units.

However, relevant to this project, the LDRs allow the Planning Director to reduce the amount of required plant units if providing all of the plant units would compromise the landscape/open space goals of the project.

(Sec. 5.5.3.E.3.a). In addition, benches (Sec. 5.5.3.E.4.b) and bike racks (Sec. 5.5.3.E.4.c) can be substituted for plant units. The applicant's landscape plan applies all three of these options for flexibility.

Given the desire to maintain the grass open space free of trees to allow for games of soccer and other large gatherings, staff agrees that planting trees on the perimeter of the open space only is reasonable and still provides adequate screening of the large buildings. In addition, the landscape plan shows plantings surrounding the entire site and parking lots with a substantial mix of large trees and smaller shrubs, leaving little other space for vegetation without looking overcrowded and messy. In addition, the plan shows five benches and nine "U" bike racks that can accommodate 18 bicycles. In total, the landscape plan provides $30,600 of landscaping and public amenities. While this is substantially less than the 22 plant units (22 x $2,600 = $57,200), the original amount of 46 plant units is excessive in staff's opinion and does not fit the site plan. Thus, staff finds that the proposed landscaping plan provides enough screening of the buildings and parking lots to meet the intent of the landscaping requirements of the LDRs and of the PUD.

Replat of Existing Townhouse Plat

The application shows proposed changes (Sheet C1.1) to the approved townhouse plat for the PUD (Plat 1365). Due mostly to the need to connect the two outer buildings to the middle building with elevated walkways that cross common areas, and minor changes to the footprints of the three Phase 2 buildings, the existing plat will need to be amended. Approval of this Development Plan, should it be provided, would provide the required pre-approval to allow the applicant to submit the amended plat application in the future to reflect the approved changes. In terms of timing, the applicant may want to wait until a building permit consistent with this Development Plan approval is issued and the buildings are under construction before submitting the replat to ensure that it is accurate to the as-built condition.

Workforce Housing

Phase 2 is proposing 18 dorm-style units and 12 apartments (six 1-br units and six 2-bt units). Under the approved PUD, the dorm-style units are exempt from housing mitigation requirements, unless deed restrictions are required for other reasons (see next paragraph on 4th-story units). The 12 apartments are not exempt and create a mitigation requirement of .243 units or a fee of $50,645. However, because the applicant is proposing to deed restrict all 12 apartment units in Phase 2 with a workforce restriction to bank the units to meet the housing mitigation requirements of potential future JHMR development or of other projects, planning staff and the Housing Department support not requiring any mitigation now because the 12 workforce deed restrictions provide substantially more housing value than a fee of $50,645. Staff and the applicant have agreed to a draft deed restriction for banked units that the applicant will record (see attached).

A similar but slightly different workforce deed restriction will need to be recorded to meet the requirements of the height bonus for workforce housing (i.e., 48' and 4th story). In this case, the applicant is required to place a deed restriction on units proposed in the 4th story (or on an equivalent amount of floor area to the 4th story). In this case, the applicant plans to restrict the six dorm-style units on the fourth story in the three buildings. The Housing Department has an approved deed restriction for rental workforce units that will be used for the 4th story units. A draft of this deed restriction is attached.

Finally, a Housing Mitigation Agreement (Sec. 6.3.6.B) will be signed between the Town and the applicant that further clarifies the housing mitigation obligations for the PUD (see attachment). This agreement is a new requirement in the LDRs adopted in 2018. One of its main purposes is to provide a clear record of which units are subject to which deed restriction so that the Housing Department and Town can better enforce the deed restrictions and track changes over time. A draft Housing Mitigation Agreement is attached to this staff report.

DESIGN REVIEW COMMITTEE REVIEW

The DRC reviewed the project on June 10, 2020, where the DRC continued the item to address concerns about the pedestrian entrances in the back of the building which could present issues of safety, defensible space, and that are otherwise difficult to find. The applicant resubmitted the plans to the DRC on July 8 with changes to partially enclose exterior stairwells and to add metal screens, fencing, wayfinding signage, and lighting. The DRC approved the revised plans without conditions but with a suggestion to explore options to make the entranceways between the buildings more attractive and interesting.

STAFF FINDINGS

Item A: 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 application is located in Character District #4 Midtown, specifically Sub-area 4.3 Central Midtown 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

   Not Applicable.

   Common Value 2: Growth Management

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

   Staff finds that the proposal to allow 48' and a 4th story will help the PUD provide a variety of housing types with regard to size and rental product, including a significant number of deed restricted units used to satisfy the development requirements for other projects throughout the community.

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

   Staff finds that the proposal to allow 48' and a 4th story will help the PUD provide workforce housing in this location and so will help to promote the economic viability of the region by creating additional customers for local businesses.

   Policy 4.2.c: Create vibrant walkable mixed use subareas

   Staff finds that the proposal to allow 48' and a 4th story will help the PUD contribute to a vibrant mixed use subarea by providing an increase in the residential population needed to support local commercial businesses within walking distance to the development.

   Policy 4.3.a: Preserve and enhance stable subareas

   Not Applicable

   Policy 4.3.b: Create and develop transitional subareas

Staff finds that the proposal to allow 48' and a 4th story will help the PUD revitalize an underutilized site in a prominent transitional subarea into a project consistent with the desired future vision described for Subarea 4.3.

Policy 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

Staff finds that the proposal to allow 48' and a 4th story will help the PUD provide deed-restricted rental units through a creative program allowing for the pooling and upfront construction of rental housing units to be deed restricted in the future to meet development requirements of other development projects.

Policy 5.3.b: Preserve existing workforce housing stock

Not Applicable

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

Staff finds that the proposal to allow 48' and a 4th story will help the PUD increase the use of alternative modes of transportation by concentrating a high density residential project in the center of the community easily served by all transportation modes.

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 transportation impacts

Not Applicable

Staff finds that the project is consistent with all the applicable polices listed above from District 4 of the 2012 Comprehensive Plan.

In addition, staff finds that the application should be reviewed for consistency specifically with subarea 4.3 Central Midtown which states as follows as the desired vision for the subarea:

This TRANSITIONAL Subarea in the core of the district will be critical in achieving the overall goal of transforming the area into a walkable mixed use district. Opportunities should be taken to expand the currently limited street network in order to break up large existing blocks and increase connectivity for all transportation modes. Key to this transition will be the addition of increased residential intensity in a variety of types and forms to take advantage of the Complete Neighborhood amenities in the area. Mixed use structures will be encouraged with non-residential uses located predominantly on the street level and residential units on upper levels. Multifamily structures in a variety of forms will also be desirable. Mixed use and multifamily residential buildings should be a combination of two and three story structures oriented to the street, though a buffer should be placed between buildings and the street with green space and/ or hardscaping. Parking areas should be predominantly located behind buildings or screened from view. Live-work housing opportunities will be encouraged, as well as any other opportunities to promote local entrepreneurship. Single family residential units are not envisioned for this area. Particular care and attention will need to be given to ensure a successful transition between this mixed use subarea to the adjacent Midtown Residential (Subarea 4.3). The location of buildings and parking, types of uses and overall intensity of use should be considered to ensure a successful blend of these two subareas.

Staff finds that the project is consistent with the vision for subarea 4.3 as described above by assisting in the full development of a multifamily project with significant residential intensity in this subarea that is identified for redevelopment.

2. ***Achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable***.

   Not applicable.

3. ***Does not have significant impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities***.

   Staff finds that the proposed development will not have a significant adverse impact on public facilities because it will not increase the intensity of use on the site or demand for public services.

4. ***Complies with the Town of Jackson Design Guidelines, if applicable***.

   The DRC approved the project on July 8, 2020, without conditions. The applicant made revisions to the original plans to address the DRC's initial concerns about the safety and function of the pedestrian entrances in the back of the buildings.

5. ***Complies with all relevant standards of these LDRs and other Town Ordinances***.

   Staff finds that the proposed project complies with the standards of these LDRs as the request meets all requirements such as FAR, LSR, setbacks, height, etc. In addition, the project is in compliance with all other Town Ordinances.

6. Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.

Staff finds that the proposed project is in substantial conformance with prior permits and approvals, specifically the approved PUD-NH-1.

ATTACHMENTS

Applicant Submittal
Department Reviews

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

The Planning Director recommends **approval** of a P20-045 to for a Development Plan Phase 2 of the Powderhorn Employee Housing PUD located at 625, 645, and 675 Powderhorn Lane subject to the departmental reviews attached hereto with the following conditions of approval.

1. The applicant shall record the Housing Mitigation Agreement and all required deed restrictions prior to Certificate of Occupancy of the proposed units.

SUGGESTED MOTIONS

Development Plan: Based upon the findings for a Development Plan as presented in the staff report and by the applicant for Item P20-045 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, I move to make findings 1-6 as set forth in Section 8.3.2.C (Development Plan) of the Land Development Regulations to recommend **approval** to Town Council of Phase 2 of the Powderhorn Employee Housing PUD land division at the property addressed as 625, 645, and 675 Powderhorn Lane, subject to the department reviews, this staff report dated July 30, 2020, and the following conditions of approval:

1. The applicant shall record the Housing Mitigation Agreement and all required deed restrictions prior to Certificate of Occupancy of the proposed units.

HOUSING MITIGATION AGREEMENT

THIS HOUSING MITIGATION AGREEMENT (the "Agreement") dated this _____ day of _____, 20____, by and between the Jackson Hole Mountain Resort Corporation, a Wyoming corporation, hereinafter referred to as "Developer," and the Town of Jackson, Wyoming, "Town," provides as follows:

WHEREAS, Developer holds fee ownership interest in that certain real property, located in Town of Jackson, Wyoming, and more specifically described as follows:

Lots 4, 5 and 6 of the Powderhorn Housing Addition to the Town of Jackson, Wyoming, according to that plat recorded in the office of the Teton County Clerk on November 10, 2016 as Plat No. 1365

PIDN: 22-41-16-32-4-43-004
22-41-16-32-4-43-005
22-41-16-32-4-43-006
(together constituting the "Land")

WHEREAS, on enter a date. the Town approved a Housing Mitigation Plan as set forth in a Development Plan P20-045 (the "Housing Mitigation Plan"); and,

WHEREAS, The Developer is required to construct certain housing units to be used and restricted as Affordable and/or Workforce housing as a condition of the approval of the Housing Mitigation Plan and any formal amendments approved by the Town Council (Mitigation Units"); and

WHEREAS, as a condition to such Housing Mitigation Plan approval and in accordance with Section 6.3.6.B of the Town of Jackson, Wyoming Land Development Regulations, prior to the issuance of any Building Permit, Developer is required to enter into an agreement with the Town This Agreement identifies the approved Housing Mitigation Plan; all terms and conditions of the approval; and all applicable deed restrictions; and

WHEREAS, the Town and Developer therefore desire to enter into this Agreement to memorialize their agreement regarding the construction of all required Housing Units.

NOW, THEREFORE, IT IS HEREBY AGREED, the Town or County. hereby agree to the following terms and conditions

1. DEVELOPER TO COMPLY

Developer shall comply with all Housing Standards contained in Division 6.3 of the Town Land Development Regulations, Section 2 of the Jackson/Teton County Housing Department Rules and Regulations ("Housing Rules and Regulations"), the Housing Mitigation Plan, and all amendments to any of the foregoing.

2. HOUSING MITIGATION PLAN

As a condition of the Development Plan Approval, the Developer is required to provide as follows:

Six one-bedroom apartment units and six two-bedroom units, all of which constitute the fourth floors of the three (3) buildings located on the Land.

3. TERMS AND CONDITIONS OF APPROVAL

The Housing Mitigation Plan Approval is based on the following terms and conditions:

a. The location of the Mitigation Units is set forth in Paragraph 4 below.
b. All Mitigation Units must comply with the Livability Standards as set forth in the Housing Rules and Regulations. Approval must be obtained from the Housing Department prior to Building Permit approval.
c. The Housing Department shall inspect the Mitigation Units prior to issuance of Certificate of Occupancy for the development for compliance with all terms and conditions of this Paragraph.
d. The developer or developer's agent(s) shall participate in a Compliance Conference with the Housing Department prior to issuance of Certificate of Occupancy for the development.

4. DEED RESTRICTIONS

All Mitigation Units are required to have Deed Restrictions recorded on the property where the units are located. The Deed Restrictions required will be provided by the Housing Department and are attached hereto as Exhibit A and Exhibit B. Developer is responsible for payment of all recording fees. These deed restrictions must be recorded with the Teton County Clerk prior to the issuance of a certificate of occupancy.

Exhibit A: Workforce Housing Units will be restricted as follows:
625 Powderhorn Lane
Units I and J that contain four bedrooms each, totaling eight bedrooms and are located on the fourth building level.

645 Powderhorn Lane
Units I and J that contain four bedrooms each, totaling eight bedrooms and are located on the fourth building level.

675 Powderhorn Lane
Units I and J that contain four bedrooms each, totaling eight bedrooms and are located on the fourth building level.

DRAFT

Exhibit B: Banked Unit Housing Units will be restricted as follows:
625 Powderhorn Lane
Units A, B, C and D that contain two 1-bedroom units and two 2-bedroom units, totaling six bedrooms and are located on the ground level.

Units E and F that contain four bedrooms each, totaling eight bedrooms and are located on the second building level.

Units G and H that contain four bedrooms each, totaling eight bedrooms and are located on the third building level.

645 Powderhorn Lane
Units A, B, C and D that contain two 1-bedroom units and two 2-bedroom units, totaling six bedrooms and are located on the ground level.

Units E and F that contain four bedrooms each, totaling eight bedrooms and are located on the second building level.

Units G and H that contain four bedrooms each, totaling eight bedrooms and are located on the third building level.

675 Powderhorn Lane
Units A, B, C and D that contain two 1-bedroom units and two 2-bedroom units, totaling six bedrooms and are located on the ground level.

Units E and F that contain four bedrooms each, totaling eight bedrooms and are located on the second building level.

Units G and H that contain four bedrooms each, totaling eight bedrooms and are located on the third building level.

5. AMENDMENT
In accordance with the Town of Jackson Land Development Regulations, this Agreement may be amended only in accordance with its original approval.

6. AGREEMENT RECORDED
This Agreement will be recorded in the Office of the Teton County Clerk against the property of the employee generating development.

7. ATTORNEY'S FEES
In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

8. CHOICE OF LAW, FORUM

This Agreement and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for 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. Developer by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Agreement.

9. SEVERABILITY

Each provision of this Agreement and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

10. SECTION HEADINGS

Paragraph or section headings within this Agreement are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

11. WAIVER

No claim of waiver, consent or acquiescence with respect to any provision of this Agreement shall be valid against any party hereto except on the basis of a written instrument executed by the parties to this Agreement. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

12. INDEMNIFICATION

Developer shall indemnify, defend, and hold the Housing Department and the Town of Jackson, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the development, or Developer's breach of any provisions of this Agreement. Developer waives any and all such claims against the Housing Department and the Town of Jackson, Wyoming.

13. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

14. GOVERNMENTAL IMMUNITY

Neither the Town of Jackson, Wyoming nor the Housing Department waives governmental immunity by executing this Agreement and each specifically retain

immunity and all defenses available to either of them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

Jackson Hole Mountain Resort Corporation

Owner:

_____

Mary Kate Buckley, President

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____day of _____, 20___, before me, the undersigned Notary Public, personally appeared Mary Kate Buckley, Jackson Hole Mountain Resort Corporation, and known to me, or proven by satisfactory evidence, to be the President of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

[SEAL]

_____

Notary Public

DRAFT

TOWN OF JACKSON

_____
Pete Muldoon, Mayor

ATTEST:_____
By: Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Pete Muldoon, as the Mayor of the Town of Jackson, Wyoming, and by Sandra P. Birdyshaw, as the Town Clerk of the Town of Jackson, Wyoming, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this ____ day of _____, _____.

Witness my hand and official seal.

(Seal)

_____
Notary Public
My commission expires:

APPROVED AT TO CONTENT:

_____
Stacy A. Stoker, Housing Manager

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Stacy A. Stoker as Housing Manager of the, Jackson/Teton County Housing Department who is personally known to me or has established their identity and authority to me by reasonable proof, this _____day of _____, 20____.

Witness my hand and official seal.

_____
Notary Public
My commission expires:

DRAFT

EXHIBIT A

Special Restrictions

for Workforce Rental Housing
Located at 625 Powderhorn Lane, Town of Jackson Wyoming

These Special Restrictions for Workforce Rental Housing, ("Special Restrictions"), are made this _____ day of _____, 20____(the "Effective Date"), by the undersigned Owner ("Owner") and the Town of Jackson, Wyoming.

RECITALS:

WHEREAS, Owner holds fee ownership interest in that certain real property, located in the Town of Jackson, Wyoming, and more specifically described as follows:

Lots 4, 5 and 6 of the Powderhorn Housing Addition to the Town of Jackson, Wyoming, according to that plat recorded in the office of the Teton County Clerk on November 10, 2016 as Plat No. 1365

PIDN: 22-41-16-32-4-43-004
22-41-16-32-4-43-005
22-41-16-32-4-43-006
Together constituting the ("Land")

WHEREAS, as a condition of its approval for permit #P20-045 ("FDP Approval"), Owner was required to provide and restrict as follows:

Owner developed property addressed as 625 Powderhorn Lane, Jackson, Wyoming 83001 for a fourth floor in an apartment building. This development generated the obligation to provide Workforce Rental Housing in accordance with the FDP Approval. Owner is restricting:

- 625 Powderhorn Lane
  Units I and J that contain four bedrooms each, totaling eight bedrooms and are located on the fourth building level.

- 645 Powderhorn Lane
  Units I and J that contain four bedrooms each, totaling eight bedrooms and are located on the fourth building level.

- 675 Powderhorn Lane
  Units I and J that contain four bedrooms each, totaling eight bedrooms and are located on the fourth building level.

(hereinafter each is a "Residential Unit" and in the aggregate "Residential Unit Complex").

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners resolved to form the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to W.S. §15-10-116, as amended, and its successors or assigns, known as the Jackson/Teton County Housing Authority

("JTCHA");

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners further resolved to create the Jackson/Teton County Affordable Housing Department ("Housing Department") who are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce this Special Restriction;

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of the FDP Approval, and consistent with the Town of Jackson's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

WHEREAS, Owner desires to adopt these Special Restrictions and declare that the Residential Unit and Land shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Unit and Land, and shall be enforceable by Housing Department and the Town of Jackson, Wyoming.

RESTRICTIONS:

NOW THEREFORE, in satisfaction of the conditions in the FDP Approval, and in consideration of such FDP Approval and further consideration of the foregoing Recitals, which are by this reference incorporated herein, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Units, Residential Unit Complex and Land shall be owned, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity.

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS. References made herein to the "Rules and Regulations" are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures, and guidelines are on file with the Housing Department or otherwise with the Town of Jackson, Wyoming, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations.

SECTION 2. RESTRICTIONS ON OCCUPATION AND USE OF RESIDENTIAL UNIT. In addition to any restrictions included in the current Housing Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. Qualified Household. The rental, use and occupancy of the Residential Units shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below ("Qualified Household").

1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a

minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business.

A) A local business means (1) a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and (2) the business serves clients or customers who are physically located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job.

Or

B) A business physically located in Teton County Wyoming who employs two or more Qualified Employees, which qualified employees must work in Teton County Wyoming to perform their job.

2. Income Requirement. The entire Qualified Household must earn at least seventy-five percent (75%) of the Household's income from a local business, as defined above.
3. No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
4. Initial Determination by the Owner. Owner shall require each prospective renter of a Residential Unit to provide information sufficient to show eligibility as a Qualified Household under the Workforce Housing Program pursuant to the requirements of this restriction and the Housing Rules and Regulations. The determination shall be based upon written applications, representations, information and verifications, including *at a minimum*, a W-2 for each adult renter or other IRS filing showing source of earnings, a signed and sworn statement regarding ownership of other real estate and a list of current employer(s), hours worked as well as contact information for each employer(s) and other such information reasonably requested by the Housing Department to verify and substantiate as a Qualified Household.
5. Continuing Obligation to Remain a Qualified Household. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.
6. Occupancy. Each Residential Unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a fulltime basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit.
7. Reporting Requirement – Housing Department Determination. Owner shall, by January 31 of each year, provide to the Housing Department a summary of the eligibility verification information contained above for each occupant of a Residential Unit as set forth on the Housing Department Template that will be provided to Owner. Upon written request by the Housing Department for supporting documentation, Owner shall provide the same within fifteen (15) business days of receipt of such written request. Additionally, Owner shall, by January 31 of each year, provide the Housing Department with its most

current lease form for Residential Units. Each Residential Unit Lease must state, and it is a material consideration of this restriction, that the Housing Department has the ultimate and final authority to determine eligibility of households renting Residential Units. If the Housing Department, upon review of supporting documentation determines that an occupant of a Residential Unit does not qualify as a Qualified Household, the Housing Department shall have the authority to require the Owner to terminate the lease between Owner and the occupant of a Residential Unit pursuant to Sections 4 & 5 below.

B. No Legal Action. No Owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall the Town of Jackson, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of the Town of Jackson, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.

C. Household Composition. Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate Federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.

D. Written Lease Requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.

E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than six (6) months.

F. Rental Rate: Owner shall set the rent. There is no cap on rent or rent appreciation.

G. Rental Unit: Except as provided herein, the Residential Unit shall remain a rental unit for Qualified Households.

H. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of ten percent (10%) of the Rental Term in cumulative days per calendar year

I. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.

J. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.

K. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the same may be adopted from time to time.

L. Insurance. Owner shall keep the Residential Unit Complex continuously insured against physical loss for the full replacement value of the Residential Unit Complex.

M. Maintenance. Owner shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent and sanitary condition. In the event Owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to enter the Residential Unit and repair such condition and Owner shall reimburse Housing Department for such reasonable repair costs. Payment to Housing Department from Owner shall be due upon receipt of invoice.

N. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each owner shall comply, and cause its tenants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by Owner. Owner shall maintain such records for a period of not less than two (2) years.

O. Preference. Owner may give first-priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of Owner. In the event there are no persons directly employed by Owner to whom Owner desires to rent the Residential Unit, then Owner may rent to any Qualified Household.

SECTION 3. SALE OF THE RESIDENTIAL UNIT COMPLEX. The Residential Unit Complex may be bought and sold as Owner may determine except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Any such conveyance of a Residential Unit Complex shall be subject to these Special Restrictions. Within ten (10) days prior to the closing of the sale or other transfer of the Complex, Owner shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the new owner.

SECTION 4. DEFAULT. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations each of the following shall be considered a default ("Default"):

A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration,

or any laws affecting a Residential Unit.

B. A violation of any term of these Special Restrictions or any laws affecting the Residential Unit.

C. Vacancy of a Residential Unit for more than sixty (60) days continuously.

D. Fraud or misrepresentation by Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

E. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially insolvent according to law, or if any assignment is made of the property of Owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit, Residential Unit Complex or Owner's property by a court of competent jurisdiction.

In the event the Housing Department believes there to be a Default, the Housing Manager, or a Designee of the Housing Department, shall send written notice to Owner of such violation, the required action to cure and the timing for such cure. If Owner disputes the Housing Department's decision, Owner shall proceed in accordance with the Rules and Regulations.

SECTION 5. DEFAULT REMEDIES. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations in addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, after notice and opportunity to cure as set forth in the preceding section, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. Specific Performance. The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance.

B. Equitable Relief. In addition to subsection A, any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or any other action authorized under the laws of the State of Wyoming.

C. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 6. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

A. Termination. These Special Restrictions may be terminated after a determination by the the Town of Jackson, Wyoming that these Special Restrictions are no longer consistent with the the Town of Jackson, Wyoming goals for affordable housing.

B. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and recorded in the Teton County Clerk's Office against the title to the land, in whole or in part, with the written consent of Owner of the Residential Unit Complex and the Town of Jackson, Wyoming.

C. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 7. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Residential Units, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Residential Units, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by the Housing Department and the Town of Jackson, Wyoming. Where these Special Restrictions are silent, the Housing Rules and Regulations govern. These Special Restrictions shall be prior and superior to any mortgage or lien interest encumbering the Land and/or Residential Unit Complex.

SECTION 8. NOTICES. All notices required to be served upon the parties to this Special Restriction shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address and/or owner and/or other contact information in the manner provided for giving notice.

To Housing Department
Jackson/Teton County Affordable Housing Department
P.O. Box 714
Jackson, WY 83001

With a Copy to:
Town of Jackson
Attn. Town Clerk.
P.O. Box 1687
Jackson, WY 83001.

To Owner
Jackson Hole Mountain Resort Corporation
Attention: Mary Kate Buckley, President
3395 Cody Lane
P.O. Box 290
Teton Village, WY 83025

With a Copy to:
Christopher Hawks
Hawks & Associates LC
P.O. Box 4430
199 East Pearl Ave., Suite 103

SECTION 9. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 10. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 11. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 12. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 13. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 14. INDEMNIFICATION. Owner shall indemnify, defend, and hold, the Housing Department and the Town of Jackson, and its directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for an owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and the Town of Jackson.

SECTION 15. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 16. GOVERNMENTAL IMMUNITY. Neither the Town of Jackson, JTCHA, nor the Housing Department waive governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the Effective Date.

Owner:

_____
Mary Kate Buckley, President

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____day of _____, 20___, before me, the undersigned Notary Public, personally appeared Mary Kate Buckley, Jackson Hole Mountain Resort Corporation, and known to me, or proven by satisfactory evidence, to be the President of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

[SEAL]

_____
Notary Public

TOWN OF JACKSON

_____
Pete Muldoon, Mayor

ATTEST:_____
By: Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Pete Muldoon, as the Mayor of the Town of Jackson, Wyoming, and by Sandra P. Birdyshaw, as the Town Clerk of the Town of Jackson, Wyoming, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this ____ day of _____, _____.

Witness my hand and official seal.

(Seal)

_____
Notary Public
My commission expires:

DRAFT

Approved as to content:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

_____

Stacy A. Stoker, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the day _____ of _____, 20__, the foregoing instrument was acknowledged before me by Stacy A. Stoker, as Housing Manager of the Jackson/Teton County Affordable Housing Department.

Witness my hand and official seal.

(Seal)

_____

Notary Public
My commission expires:

DRAFT

EXHIBIT B

Special Restrictions

for Workforce Rental Housing (Banked Units)
Located at 625 Powderhorn Lane, Town of Jackson Wyoming

These Special Restrictions for Workforce Rental Housing, ("Special Restrictions"), are made this _____ day of _____, 20____(the "Effective Date"), by the undersigned Owner ("Owner") and Town of Jackson, Wyoming.

RECITALS:

WHEREAS, Owner holds fee ownership interest in that certain real property, located in the Town of Jackson, Wyoming, and more specifically described as follows:

Lots 4, 5 and 6 of the Powderhorn Housing Addition to the Town of Jackson, Wyoming, according to that plat recorded in the office of the Teton County Clerk on November 10, 2016 as Plat No. 1365

PIDN: 22-41-16-32-4-43-004
22-41-16-32-4-43-005
22-41-16-32-4-43-006
Together constituting the ("Land")

WHEREAS, as a condition of its approval for permit #P20-045 ("Approval"), Owner was approved to restrict the following units to be Banked Units, as defined by the Teton County or Town of Jackson Land Development Regulations and used toward required mitigation of future development:

Owner is restricting:

625 Powderhorn Lane

Units A, B, C and D that contain two 1-bedroom units and two 2-bedroom units, totaling six bedrooms and are located on the ground level.

Units E and F that contain four bedrooms each, totaling eight bedrooms and are located on the second building level.

Units G and H that contain four bedrooms each, totaling eight bedrooms and are located on the third building level.

645 Powderhorn Lane

Units A, B, C and D that contain two 1-bedroom units and two 2-bedroom units, totaling six bedrooms and are located on the ground level.

Units E and F that contain four bedrooms each, totaling eight bedrooms and are located on the second building level.

Units G and H that contain four bedrooms each, totaling eight bedrooms and are located on the third building level.

675 Powderhorn Lane

Units A, B, C and D that contain two 1-bedroom units and two 2-bedroom units, totaling six bedrooms and are located on the ground level.

Units E and F that contain four bedrooms each, totaling eight bedrooms and are located on the second building level.

Units G and H that contain four bedrooms each, totaling eight bedrooms and are located on the third building level.

(hereinafter each is a "Residential Unit" and in the aggregate "Residential Unit Complex").

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners resolved to form the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to W.S. §15-10-116, as amended, and its successors or assigns, known as the Jackson/Teton County Housing Authority ("JTCHA");

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners further resolved to create the Jackson/Teton County Affordable Housing Department ("Housing Department") who are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce this Special Restriction;

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of Development Pan Approval, and consistent with the Town of Jackson's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

WHEREAS, Owner desires to adopt these Special Restrictions and declare that the Residential Unit and Land shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Unit and Land, and shall be enforceable by Housing Department and Town of Jackson, Wyoming.

RESTRICTIONS:

NOW THEREFORE, in satisfaction of the conditions in the Development Plan Approval, and in consideration of such Development Plan Approval and further consideration of the foregoing Recitals, which are by this reference incorporated herein, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Units, Residential Unit Complex and Land shall be owned, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity.

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS. References made herein to the "Rules and Regulations" are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures, and guidelines are on file with the Housing Department or

otherwise with Town of Jackson, Wyoming, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations.

SECTION 2. RESTRICTIONS ON OCCUPATION AND USE OF RESIDENTIAL UNIT. In addition to any restrictions included in the current Housing Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. Qualified Household. The rental, use and occupancy of the Residential Units shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below ("Qualified Household").

1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business.

   A.) A local business means (1) a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and (2) the business serves clients or customers who are physically located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job.

   Or

   B.) A business physically located in Teton County Wyoming who employs two or more Qualified Employees, which qualified employees must work in Teton County Wyoming to perform their job.

2. Income Requirement. The entire Qualified Household must earn at least seventy-five percent (75%) of the Household's income from a local business, as defined above.
3. No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
4. Initial Determination by the Owner. Owner shall require each prospective renter of a Residential Unit to provide information sufficient to show eligibility as a Qualified Household under the Workforce Housing Program pursuant to the requirements of this restriction and the Housing Rules and Regulations. The determination shall be based upon written applications, representations, information and verifications, including *at a minimum*, a W-2 for each adult renter or other IRS filing showing source of earnings, a signed and sworn statement regarding ownership of other real estate and a list of current employer(s), hours worked as well as contact information for each employer(s) and other such information reasonably requested by the Housing Department to verify and

substantiate as a Qualified Household.

5. Continuing Obligation to Remain a Qualified Household. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.

6. Occupancy. Each Residential Unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a fulltime basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit.

7. Reporting Requirement – Housing Department Determination. Owner shall, by January 31 of each year, provide to the Housing Department a summary of the eligibility verification information contained above for each occupant of a Residential Unit as set forth on the Housing Department Template that will be provided to Owner. Upon written request by the Housing Department for supporting documentation, Owner shall provide the same within fifteen (15) business days of receipt of such written request. Additionally, Owner shall, by January 31 of each year, provide the Housing Department with its most current lease form for Residential Units. Each Residential Unit Lease must state, and it is a material consideration of this restriction, that the Housing Department has the ultimate and final authority to determine eligibility of households renting Residential Units. If the Housing Department, upon review of supporting documentation determines that an occupant of a Residential Unit does not qualify as a Qualified Household, the Housing Department shall have the authority to require the Owner to terminate the lease between Owner and the occupant of a Residential Unit pursuant to Sections 4 & 5 below.

B. No Legal Action. No Owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against ithe Town of Jackson, Wyoming or the Housing Department, or any person affiliated with insert the Town of Jackson or Teton County, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall insert the Town of Jackson or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of Town of Jackson, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.

C. Household Composition. Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate Federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.

D. Written Lease Requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.

E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than six (6) months.

F. Rental Rate: Owner shall set the rent. There is no cap on rent or rent appreciation.

G. Rental Unit: Except as provided herein, the Residential Unit shall remain a rental unit for Qualified Households.

H. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of ten percent (10%) of the Rental Term in cumulative days per calendar year

I. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.

J. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.

K. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the same may be adopted from time to time.

L. Insurance. Owner shall keep the Residential Unit Complex continuously insured against physical loss for the full replacement value of the Residential Unit Complex.

M. Maintenance. Owner shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent and sanitary condition. In the event Owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to enter the Residential Unit and repair such condition and Owner shall reimburse Housing Department for such reasonable repair costs. Payment to Housing Department from Owner shall be due upon receipt of invoice.

N. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each owner shall comply, and cause its tenants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by Owner. Owner shall maintain such records for a period of not less than two (2) years.

O. Preference. Owner may give first-priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of Owner. In the event there are no persons

directly employed by Owner to whom Owner desires to rent the Residential Unit, then Owner may rent to any Qualified Household.

SECTION 3. SALE OF THE RESIDENTIAL UNIT COMPLEX. The Residential Unit Complex may be bought and sold as Owner may determine except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Any such conveyance of a Residential Unit Complex shall be subject to these Special Restrictions. Within ten (10) days prior to the closing of the sale or other transfer of the Complex, Owner shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the new owner.

SECTION 4. DEFAULT. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations each of the following shall be considered a default ("Default"):

A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.

B. A violation of any term of these Special Restrictions or any laws affecting the Residential Unit.

C. Vacancy of a Residential Unit for more than sixty (60) days continuously.

D. Fraud or misrepresentation by Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

E. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially insolvent according to law, or if any assignment is made of the property of Owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit, Residential Unit Complex or Owner's property by a court of competent jurisdiction.

In the event the Housing Department believes there to be a Default, the Housing Manager, or a Designee of the Housing Department, shall send written notice to Owner of such violation, the required action to cure and the timing for such cure. If Owner disputes the Housing Department's decision, Owner shall proceed in accordance with the Rules and Regulations.

SECTION 5. DEFAULT REMEDIES. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations in addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, after notice and opportunity to cure as set forth in the preceding section, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. Specific Performance. The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance.

B. Equitable Relief. In addition to subsection A, any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or any other action authorized under the laws of the State of Wyoming.

C. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 6. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

A. Termination. These Special Restrictions may be terminated after a determination by the Town of Jackson, Wyoming that these Special Restrictions are no longer consistent with the Town of Jackson, Wyoming goals for affordable housing.

B. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and recorded in the Teton County Clerk's Office against the title to the land, in whole or in part, with the written consent of Owner of the Residential Unit Complex and Town of Jackson, Wyoming.

C. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 7. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Residential Units, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Residential Units, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by the Housing Department and the Town of Jackson, Wyoming. Where these Special Restrictions are silent, the Housing Rules and Regulations govern. These Special Restrictions shall be prior and superior to any mortgage or lien interest encumbering the Land and/or Residential Unit Complex.

SECTION 8. NOTICES. All notices required to be served upon the parties to this Special Restriction shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address and/or owner and/or other contact information in the manner provided for giving notice.

To Housing Department
Jackson/Teton County Affordable Housing Department
P.O. Box 714
Jackson, WY 83001

With a Copy to:
Town of Jackson
Attn: Town Clerk

P.O. Box 1687
Jackson, WY 83001.

To Owner
Jackson Hole Mountain Resort Corporation
Attention: Mary Kate Buckley, President
3395 Cody Lane
P.O. Box 290
Teton Village, WY 83025

With a Copy to:
Christopher Hawks
Hawks & Associates LC
P.O. Box 4430
199 East Pearl Ave., Suite 103

SECTION 9. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 10. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 11. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 12. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 13. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 14. INDEMNIFICATION. Owner shall indemnify, defend, and hold, the Housing Department and

Town of Jackson, and its directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for an owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and Town of Jackson.

SECTION 15. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 16. GOVERNMENTAL IMMUNITY. Neither the Town of Jackson, JTCHA, nor the Housing Department waive governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

SECTION 17. SPECIAL PROCEDURES AND LIMITATIONS FOR BANKED UNIT RESTRICTIONS. Pursuant to the Teton County and Town of Jackson Land Development Regulation 6.3.5.D.3, prior to granting of the certificate of occupancy for the development utilizing the restriction, or use permit for the employee generating development this Special Restriction shall be replaced by an Amendment and Restatement Special Restriction in accordance with the development's mitigation requirements, which will reference the employee generating development it is mitigating. At the same time, the Housing Mitigation Agreement identifying use of the banked unit shall be recorded against the property of the employee generating development. Additionally, pursuant to the Planned Unit Development (PUD) Approval P16-019 and the Operating Principles Employee Housing Credits for WL Lot 23 dated March 26, 2013, which is incorporated herein by this reference, this unit may only be banked and used to offset future development of a party other Jackson Hole Mountain Resort (JHMR) for fifteen (15) years from issuance of Certificate of Occupancy from the Town of Jackson. After the 15-year time period has elapsed, this deed restriction shall remain in full force and effect, but the unit restricted by this document may only be used to offset mitigation requirements for future development of JHMR.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the Effective Date.

Owner:

_____
Mary Kate Buckley, President

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____day of _____, 20___, before me, the undersigned Notary Public, personally appeared Mary Kate Buckley, Jackson Hole Mountain Resort Corporation, and known to me, or proven by satisfactory evidence, to be the President of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes

therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

[SEAL]

_____
Notary Public

TOWN OF JACKSON

_____
Pete Muldoon, Mayor

ATTEST:_____
By: Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Pete Muldoon, as the Mayor of the Town of Jackson, Wyoming, and by Sandra P. Birdyshaw, as the Town Clerk of the Town of Jackson, Wyoming, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this ____ day of _____, _____.

Witness my hand and official seal.

(Seal)

_____
Notary Public
My commission expires:

DRAFT

Approved as to content:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

_____

Stacy A. Stoker, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the day _____ of _____, 20__, the foregoing instrument was acknowledged before me by Stacy A. Stoker, as Housing Manager of the Jackson/Teton County Affordable Housing Department.

Witness my hand and official seal.

(Seal)

_____

Notary Public
My commission expires:

DRAFT

JACKSON HOLE MOUNTAIN RESORT

POWDERHORN EMPLOYEE HOUSING

PUD AMENDMENT for CHANGE of USE
and
PHASE TWO FINAL PLAN

Prepared by:

Hoyt Architects
Hershberger Design
Collins Planning Associates
Nelson Engineering and Surveying

March 4, 2020

JACKSON HOLE MOUNTAIN RESORT
POWDERHORN EMPLOYEE HOUSING

PUD AMENDMENT for CHANGE of USE
and
PHASE TWO FINAL PLAN

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1.0 PROJECT DESCRIPTION AND HISTORY

Description of Application

The Jackson Hole Mountain Resort proposes a two part application for the Powderhorn Employee Housing development. This application proposes

1. converting six 4 BDRM dorm units to six 1 BDRM and six 2 BDRM apartments; and,
2. a Final Plan for phase 2 that is consistent with the previously approved Sketch Plan.

The previously approved plans contained all 4 BDRM units in both phases 1 and 2 that were designed for seasonal employees. JHMR now wishes to provide some housing for mid-level management personnel. Therefore, the applicant proposes changing a limited number of dorm style units to 12 apartment style units. This change reduces the number of bedrooms by six and increases the number of units by six. The six 4 BDRM units would contain 24 BDRM; the apartments will contain 18 BDRM. [(6 x 4 = 24) versus (6 x 1) + (6 x 2) = 18] The six dorm units will become 12 apartments. All of the 1 BDRM and 2 BDRM units will be on the ground levels of the three buildings.

This application also proposes the Final Plan for phase 2, including 42 foot, 8 ¾ inch tall buildings (measured at the highest point) with four levels as allowed by a 2015 LDR amendment. (The 2015 amendment actually allows 48 foot tall buildings.)

Location and Zoning of Property

The development is west of the U.S. Post Office and behind the building that formerly housed Kmart. The property was Lot 23 in the Webster Laplant Homestead 5th Addition but in 2016 it was further subdivided into seven lots (six building lots, one common lot) that make up the Powderhorn Housing Subdivision. This application involves three of the building lots and the common lot (lots 4 – 7) located at 625, 645 and 675 Powderhorn Lane. The property was zoned Urban Residential when the Powderhorn Planned Unit Development was approved but it now is zoned PUD – NH 1.

Status of Property

The Mayor and Town Council, on June 17, 2013, granted several approvals for this property that continue to be active. These decisions

1. approved a Conditional Use Permit for Institutional Residential,
2. amended the previously approved plan for Webster Laplant to show three buildings in phase 1 and two buildings in phase 2,
3. approved a two - phase Planned Unit Development, and
4. approved a Final Development Plan for phase 1.

After the 2013 approvals, the three phase 1 buildings were constructed and they now are occupied by employees. The details for phase 2 were not determined at the time of the 2013 approvals, and therefore the phase 2 Sketch Plan described ranges for the number of housing units, amount of floor area, and number of levels in the future buildings.

In the Summer, 2015, the Mayor and Town Council approved an LDR text amendment that allowed 48 foot tall buildings in UR – PUD, which included this Powderhorn development,

provided certain criteria are met. The Powderhorn Employee Housing Development satisfies these criteria, which are discussed below.

On September 6, 2016, the Mayor and Town Council approved

1. an amendment to the phase 2 Sketch Plan that reconfigured the building footprints and converted two larger buildings into three smaller buildings, and
2. created a townhouse subdivision plat for the total PUD.

In August 2018, the Mayor and Town Council approved an amendment to the Powderhorn PUD to allow 48 foot tall buildings consistent with the 2015 text amendment.

Sketch Plan Conditions of Approval

The Sketch Plan for phase 2 was previously approved with the four conditions below. Each condition was accomplished or will be accomplished with this Final Plan. The numbered statements below are the phase 2 conditions followed by the italicized applicant responses.

1. The applicant within 60 days of the approval of the application shall comply with the requirements of Paragraph L/Certificate of Standards in Section 2170 of the Land Development Regulations.
   This condition was accomplished.

2. The applicant as part of the phase 2 Final Development Plan shall consider additional benches and shade trees around the central open space area.
   This application incorporates this condition.

3. The amount of parking provided will be reviewed for the entire development during the Final Development Plan for future phases or sooner if deemed necessary by the Town and the applicant will be required to secure additional on and/or offsite parking if deemed necessary at that time. The additional amount of parking to be added onsite shall not be limited to the maximum of 90 spaces indicated in the Sketch Plan if deemed necessary. Shared parking agreements with neighboring property owners may be an option to be considered.
   JHMR monitored the actual use of the parking lot since the occupancy of phase 1 and no parking issues have occurred. The number of parking spaces has been sufficient and the multi-modal transportation plan for phase 1 has worked.

4. The applicant shall be required to provide additional landscape or fencing screening along the northern property boundary during the review of the Final Development Plan for phase 2 to adequately screen these parking areas from adjacent properties.
   This application incorporates this condition.

2.0 SITE PLANNING

See the site plans in the Appendix to this application. This phase 2 Final Plan matches the previously approved Sketch Plan and its main features are described below.

- The Final Plan retains the organizing feature of the development which is a large common open space in the center of the property. Both phase 1 and phase 2 buildings have patios or balconies that open onto this open space.
- The taller four story buildings are internal to the property and do not front a street.
- Four level buildings require an elevator and one is proposed in this application. The three buildings will be connected by open–air walkways to provide elevator access to each building.
- The currently approved plan for Powderhorn shows 72 parking spaces with land area reserved for an expansion to 90 spaces if they are needed. This plan expands the parking lot to 87 spaces for the total development.
- The buildings are 11 feet from the rear property line to accommodate existing trees on the neighboring lot that overlap the boundary line onto the Powderhorn property.

3.0 LAND DEVELOPMENT PROGRAM

The tables below present the development program for the existing phase 1 and the proposed phase 2.

NUMBER of UNITS and BEDROOMS				
	Four Bedroom Units	Two Bedroom Units	One Bedroom Units	Total Number Bedrooms
Phase 1 Existing	24	0	0	96
Phase 2 Proposed	18	6	6	90
Totals	42	6	6	186

DIMENSIONAL LIMITATIONS			
Gross Site Area	2.316 acres		
LDR Standard	**Allowed/Required Total PUD**	**Phase 1 Existing**	**Phase 2 Proposed**
Floor Area	65,690 sq. ft.	34,338	30,884
Landscape Surface	30,320 sq. ft.	38,023 total PUD	38,295 total PUD
Lot Coverage	50,530 sq. ft.	14,915	No longer applicable
Building Height	48 ft.	29’ 8”	42’ 8¾”
Street Setback	PUD standards allow flexibility	15	n/a
Side/Rear Setback	PUD standards allow flexibility	10	11
Parking	PUD standards allow case by case determination	2 per 4 BDRM unit	1.76 per 4 BDRM unit 1 per 2 BDRM unit 1 per 1 BDRM unit

Parking

Phase 1 was approved with one parking space per 2 BDRM based on the profile of the future residents, and the proximity to transit and services used in daily routines. A letter co-signed by the Town planning director and the then JHMR president outlined a plan for monitoring parking lot use and provided the Town the opportunity to require a solution if parking demand exceeded parking supply. This application maintains this letter for phase 2 and the letter is included as an Appendix to this application.

Multiple times each winter and summer season, JHMR counted the number of cars in the parking lot. The table below lists the average number of cars in the lot during each season since phase 1 of Powderhorn was occupied.

The data show a higher number of cars during the winters of 2017-2018 and 2018-2019. For these two winter seasons, JHMR was unable to hire as many international employees as they usually hire and therefore relied more on local employees. The local employees had more cars than the typical international employees. Nonetheless, the parking lot contained a sufficient number of spaces for the worst case scenarios that occurred during these two winters. JHMR now is back to a more normal hiring routine with the typical number of international employees.

Actual Parking Demand by Season – Phase One

Avg. # Cars	Available Spaces	Actual Demand BDRM / Car	Avg. # Cars	Available Spaces	Actual Demand BDRM / Car
Winter 14-15			Summer 15		
32	50	3.00	19	50	5.05
Winter 15-16			Summer 16		
29	50	3.31	25	50	3.84
Winter 16-17			Summer 17		
30	50	3.20	38	50	2.52
Winter 17-18			Summer 18		
41	50	2.34	n/a	50	n/a
Winter 18-19			Summer 19		
42	50	2.28	36	50	2.66
Winter 19-20			Summer 20		
TBD	50	TBD			

Phase one approved with 2 BDRM per 1 parking space.

Parking for Phase 1, Phase 2 and Total Development		
Parking Demand – Existing Phase 1		
	Actual Use Worst Case Scenario	Actual Demand Worst Case Scenario
Phase 1 – 96 Bedrooms	2.28 BDRM per car	42.10 (96 / 2.28)
Proposed Parking – Phase 2		
72 BDRM in dorms – proposed	2.28 BDRM per space	31.75 (72 / 2.28)
12 1 & 2 BDRM units – proposed	1 space per unit	12
Proposed Parking – Total Development		
Parking Demand – Total for Phases 1 and 2		85.85 = 86 (42.10 + 31.75 + 12)
Parking Provided – Total Development		87 (2.13 BDRM / space)

Bicycle Parking

Phase 2 will contain the following bike parking spaces.

1 and 2 BDRM units.

- 1 bike storage space under roof per bedroom on the same level as the bedroom it serves.
  - Two 1 BDRM and two 2 BDRM units per ground floor level; 6 total BDRM per ground floor level; 6 bike storage spaces per ground floor level.

For upper building levels (2 – 4) that contain two 4 BDRM dorm style units per building level, bike parking will be provided as follows.

- .75 bike storage space under roof per bedroom on the same level as the bedroom it serves.
  - Two 4 BDRM units per level; 8 total BDRM per floor; 6 under roof bike storage spaces per floor.

- 18 additional exterior/uncovered guest bike parking spaces in inverted U style racks.

Total for all three buildings.

- 72 under roof weather protected bike storage spaces on the same level as the bedrooms they serve.
- 18 additional exterior/uncovered bike parking spaces in inverted U style racks.
- 90 total bike parking spaces for 90 bedrooms in 30 units.

Phase 1 contains more than one bike parking space per bedroom counting the combination of spaces under roof and the exterior spaces. The on-site manager observed the usage of the phase

1 spaces and concluded that the exterior spaces are seldom used and the spaces under roof are only partially used. The proposed number of bike storage spaces in phase 2 exceeds the observed level of usage of the phase 1 bike spaces.

4.0 SELECT LDR STANDARDS

Criteria for 48 Foot Height

The 2015 LDR amendment allowed a building height of 48 feet provided the development complies with the six criteria listed below. This application does not propose the fully allowed height, but rather 42 foot, 8 ¾ inch tall buildings. Because the buildings will be taller than 35 feet, however, the criteria still apply. The numbered statements below are the criteria followed by the applicant's italicized responses.

1. The building must be in a PUD with UR zoning district.
   Powderhorn Employee Housing was approved as a PUD on June 17, 2013, and the underlying zoning at that time was UR.

2. The structure is totally devoted to workforce or employee housing.
   The 2013 applications document JHMR's plan to use all of the Powderhorn units as employee housing. Consistent with this plan a CUP was issued for Institutional Residential. This application converts six dorm units to 12 conventional apartments, thereby removing them from the Institutional Residential category, but these apartments also will be used exclusively as employee housing. All of the phase 2 units will be deed restricted like the existing units in phase 1.

3. The site is at least 2 acres to provide opportunity for sufficient setback from, and building height step down to small scale development.
   The Powderhorn Employee Housing site is 2.316 acres.

4. The site is served by transit.
   A transit stop is 150 yards from the development as measured along the sidewalk that borders the streets, however the residents walk along a more direct route.

5. The site is within 1/4-mile walking distance from numerous commercial services routinely needed by residents.
   Within one-quarter mile, considered the ten minute walking distance for most people, are eight restaurants, a barber shop, the post office, discount retailers, two banks, two doctor's offices, two dental clinics, a town park and a grocery store.

6. The additional building height does not increase the floor area allowance or decrease the required open space.
   The additional building height did not increase the floor area allowance or decrease the required open space that were required by the LDR when the PUD was approved.

Compatibility of the Northern Building Height with the Neighboring Property

1. After the LDR were amended in 2015 to allow 48 foot tall buildings, the overall town wide LDR were amended. A prominent part of this LDR overhaul increased building heights for much of the Town. The Town LDR now permit 46 foot tall buildings on the neighboring lot. The only criterion for 46 foot height is that the roof pitch be 5:12 or steeper. A flatter roof pitch permits a 42 foot tall building. This Powderhorn application proposes 42 foot, 8 ¾ inch tall buildings (measured at the highest point) in phase 2.

2. Regardless of any plans the neighbor may have, or not have, to redevelop his property, the newly allowed building heights of 42 and 46 feet demonstrate the vision and plan for the adjoining property. The Comprehensive Plan, and the LDR that implement it, desire and allow the same building height on the surrounding properties as is proposed for the Powderhorn development.

3. The 2016 amendment to the phase 2 Sketch Plan rotated the buildings and shifted them further west toward the property that used to house Kmart. This new arrangement widened the open space corridor across the Powderhorn development as seen from the existing building on the neighboring lot. The neighboring building is aligned with and overlooks the common open space lot in the Powderhorn development.

4. A landscape screen will be installed between the northern building and the northern property line, and also between the parking lot and the northern property line. This landscape plan was discussed with the northern neighbor and will be designed to provide screening of the development without blocking the neighbor's view across the common open space lot.

Workforce Housing

The 4 BDRM dorm style units are exempt for workforce housing requirements. The 12 apartment style units ordinarily would be subjected to workforce housing requirements as detailed below, except they will be deed restricted for workforce housing.

Four 1 BDRM units at 546 square feet and two 1 BDRM units at 570 square feet.
Four 2 BDRM units at 715 square feet and two 2 BDRM units at 736 square feet.

The workforce housing requirement for the 12 units ordinarily would be 0.240 workforce housing unit. However all units in phase 2, except for the fourth floor units, will be restricted as workforce housing for the purposes of banking them for credit against future housing requirements, per the Powderhorn approval.

Also, an amount of building floor area equal to the fourth level in each building will be deed restricted as workforce housing as a condition of the fourth building level. The units deed restricted for this purpose will not be banked for future credit as described in the previous paragraph. These units are not eligible for banking for future credit.

And finally, a set of Housing Operating Principles was approved as part of the previous applications. These Principles remain in effect and are a part of the phase 2 plan. The Principles

outline how the Powderhorn units will be used to satisfy future workforce housing requirements and a copy of them is in an Appendix to this application.

Grading, Stormwater Management, Utilities

The Appendix contains plans for grading, storm water management and utilities. Also, in the appendix are an engineering report and calculations that demonstrate available capacity to accommodate phase 2.

Use Standards

Phase 2 consists of dormitories and apartments. Consistent with the standards for these two land uses, each dorm unit and apartment will contain only one kitchen, will not be rented for less than 31 days and will not be subdivided into a separate unit of ownership.

Landscaping

During the 2013 PUD approval, the number of plant units required for the total development was determined to be 46. This number differs from the requirement normally applied to residential development because the actual approved land use was Institutional Residential. Converting six dorm style units to 12 apartments modifies this calculation slightly, however this application proposes maintaining the required number of 46 based on the following points.

- Powderhorn is a PUD which allows flexibility in the dimensional requirements.
- Several large existing trees on the neighboring property spillover onto the Powderhorn property, consuming area that otherwise could be landscaped and serving as existing vegetation.
- The purposes of a landscape plan are achieved, namely screening the development from the northern neighbor, softening the building mass and creating a visually pleasing development.
- Landscaping is proposed for all available areas in phase two without compromising the large common open area in the center of the development, which residents wish to remain open for soccer and other activities.

Lighting

The phase 2 parking lot expansion will use the same style light as exists in phase 1. See a photo of this lighting fixture in the Appendix.

Natural Hazards

There are no natural hazards on the site.

Operational Standards

Phase 2 will be occupied and used as phase 1 has been and there has been no violation of the operational standards or nuisances during the five years of phase 1 occupancy.

5.0 FINDINGS FOR APPROVAL

Findings for Planned Unit Development

Changing the use of six dorm style units to 12 apartments is a PUD amendment and requires compliance with the following findings. The numbered statements are from the Town LDR followed by the applicant's italicized responses.

1. Improve the implementation of the desired future character of the area identified in the Jackson/Teton County Comprehensive Plan.

The Powderhorn development is located in District 4, subarea 4.3, a Transitional area. The 2012 Comprehensive Plan calls out many detailed objectives for this subarea, including the following that are directly achieved by the Powderhorn development:

- Increased residential population.
  - *Proposed phase 2 adds 90 bedrooms, accommodating about 90 resident employees, bringing the total for Powderhorn to 186 bedrooms.*
- Walkable mixed use district.
  - *Site plan contains a network of internal sidewalks and fronts on an existing walk in Powderhorn Lane. Sidewalks are prevalent throughout the neighborhood and provide easy access to many commercial services. Within one-quarter mile of Powderhorn are eight restaurants, a barber shop, the post office, two banks, two doctor's offices, two dental clinics, a grocery store, discount retailers, a town park and the pathway network.*
- Variety of housing types focused on workforce housing.
  - *Proposal will be 100% workforce housing with 18 dormitory style units, an atypical housing type in the Town, and 12 apartments with combination of one or two bedroom units.*

- Specifically including deed restricted units.
  - *The units will be deed restricted to help the JHMR and other commercial businesses satisfy employee housing requirements. An amount of building floor area equal to the fourth level of each building will be deed restricted to workforce housing.*
- 2 and 3 story buildings oriented to the street.
  - *Existing phase 1 fronts the street and consists of 3 buildings that are a combination of 2-story and 3-story components. The 2-story component is nearer the street.*
  - *3 buildings along rear lot line, adjoining the rear of Kmart are proposed as 4 stories above grade and 42 feet, 8 ¾ inches in height and do not front a street.*
- Parking areas predominantly behind buildings or screened from the street.
  - *No new parking spaces front the street in phase 2; all new parking is interior to the site and screened from the street by buildings or landscaping.*
- Consider natural resources and wildlife movement that are in or adjacent to the District.
  - *The site is an infill development surrounded on all sides by buildings and parking lots and does not contain or adjoin any natural resources.*
- Improved alternative transportation and connectivity.

- *The resident population will rely significantly on transit and several sidewalks connect the site internally and to the Town network of sidewalks. A START transit stop is 150 yards from the development as measured along the sidewalk.*

- In addition to the character district goals, the Plan establishes the goal to house 65% of the community's workforce.
  - *This proposal will house about 90 employees, bringing the total development to 186 employees.*
- The Plan also promotes multi-modal transportation, including bike travel.

Phase 2 continues the design and management approaches that exist in the first phase. Namely, this proposal contains a number of parking spaces that is less than the standard requirements, is located in close proximity to START transit stop, near essentially all services required in daily routines, contains more than one bike parking space per bedroom, and connects to the Town sidewalk network.

2. Comply with the requirements of the underlying base zoning to the maximum extent practicable.

The underlying zoning district of Urban Residential, that existed with the Powderhorn development was approved, no longer exists. At the time Powderhorn was approved it complied with the UR zoning.

3. Complies with the standards of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable.

Not applicable.

4. Not adversely impact public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.

The resident population in phase 1 did not contribute to the demand on schools and the intended population in phase 2 will not either. The common courtyard will provide on-site space for recreational activities. The technical review performed by the Town staff demonstrated that all utilities and services can accommodate the development.

Findings for LDR Text Amendment

The LDR appear to require compliance with the findings for an LDR text amendment. The six numbered findings below are from the LDR followed by the applicant's italicized responses.

1. Is consistent with the purposes and organization of the LDRs.

The stated purpose of the LDR is to implement the Jackson/Teton County Comprehensive Plan and promote the health, safety and general welfare of inhabitants. This proposed phase 2 completes a workforce housing development that implements the Plan in an exemplary manner. See the applicant's response to #1 under the Findings for a PUD. Phase 1 of this development has been occupied for about five years without any concerns about the health and safety of its residents. Phase 2 will continue this record. Finally, no text amendment is proposed that alters or conflicts with the organization of the LDR.

2. Improves the consistency of the LDRs with other provisions of the LDRs.
How this finding applies to the application is confusing; the phase 2 plan does not propose an LDR amendment.

3. Provides flexibility for landowners within standards that clearly define desired character.
The PUD process provided flexibility in the standards for parking and setbacks, and phase 2 takes advantage of this flexibility. However, no text amendment is proposed that would provide any further flexibility.

4. Is necessary to address changing conditions, public necessity, and/or federal regulations.
Phase 2 provides workforce housing to address an ever worsening housing need.

5. Improves implementation of the Comprehensive Plan.
See the applicant's response to #1 under the Findings for a PUD.

6. Is consistent with other adopted Town Ordinances.
There is no known inconsistency between the proposed plan for phase 2 and other town ordinances.

Findings for Zoning Map Amendment

The LDR also appear to require compliance with the findings for a zoning map amendment. The six numbered findings below are from the LDR followed by the applicant's italicized responses.

1. Is consistent with the purposes and organization of the LDRs.
See #1 above under the Findings for an LDR text amendment.

2. Improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan.
See the applicant's response to #1 under the Findings for a PUD.

3. Is necessary to address changing conditions or a public necessity.
Phase 2 provides workforce housing to address an ever worsening housing need.

4. Is consistent with the other adopted Town Ordinances.
There is no known inconsistency between the proposed phase 2 and other town ordinances.

Findings for Final Plan Approval

Compliance with the following Final Plan findings is required for the phase 2 plan. The numbered statements are the findings from the LDR followed by the applicant's italicized responses.

1. Is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.
See above discussion in #1 under the Findings for a PUD.

2. Achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable.

Not Applicable.

3. Does not have significant impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, and EMS facilities.

The resident population in phase 1 did not contribute to the demand on schools and the intended population in phase 2 will not either. The common courtyard will provide on-site space for recreational activities. The technical review performed by the Town staff demonstrated that all utilities and services can accommodate the development.

4. Complies with the Town of Jackson Design Guidelines, if applicable.

Plans for phase 2 will be submitted to the Design Review Committee for review.

5. Complies with all relevant standards of these LDRs and other Town Ordinances.

The proposal complies with all applicable regulations and ordinances.

6. Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.

The currently constructed Phase 1 is in full compliance with all prior permits and approvals.

Appendix A

Application
Letter of Authorization

LETTER OF AUTHORIZATION

Powderhorn Housing / Jerry Blinn, "Owner" whose address is: POB 290 Teton Village WY 83025

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

_____, as the owner of property more specifically legally described as: Lots 47 Powderhorn Housing

_____

(If too lengthy, attach description)

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

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

OWNER:

_____

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: President

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

STATE OF Wyoming)
)SS.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Jerry Blinn this 5th day of March, 2018.

WITNESS my hand and official seal.

_____ (Seal)

(Notary Public)

My commission expires: 02/10/2021

JOHN R. GOODWIN - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires February 10, 2021

PLANNING PERMIT APPLICATION
Planning & Building Department

150 E Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
www.townofjackson.com

For Office Use Only

Fees Paid_____ Date & Time Received _____

Application #s _____ _____ _____

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

PROJECT.

Name/Description: Powderhorn Employee Housing -- PUD amd; Phase 2 final plan

Physical Address: 625, 645, 675 Powderhorn Lane

Lot, Subdivision: Lots 4 - 6; Powderhorn Housing PIDN: 22-41-16-32-4-43-004 thru 006

PROPERTY OWNER.

Name: Powderhorn Housing LLC Phone: 690-4623

Mailing Address: PO Box 290; Teton Village, WY ZIP: 83025

E-mail: bill.schreiber@jacksonhole.com

APPLICANT/AGENT.

Name: Collins Planning Associates Phone: 690-4436

Mailing Address: PO Box 7441; Jackson, WY ZIP: 83002

E-mail: collinsplanning@bresnan.net

DESIGNATED PRIMARY CONTACT.

_____Property Owner X Applicant/Agent

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

Use Permit

_____Basic Use

_____Conditional Use

_____Special Use

Relief from the LDRs

_____Administrative Adjustment

_____Variance

_____Beneficial Use Determination

_____Appeal of an Admin. Decision

Physical Development

_____Sketch Plan

X Development Plan

_____Design Review

Subdivision/Development Option

_____ Subdivision Plat

_____Boundary Adjustment (replat)

_____Boundary Adjustment (no plat)

_____Development Option Plan

Interpretations

_____Formal Interpretation

_____Zoning Compliance Verification

Amendments to the LDRs

_____LDR Text Amendment

_____Map Amendment

Miscellaneous

X **Other:** PUD amendment

_____ 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 #: P19-273

Environmental Analysis #: n/a

Original Permit #: P13-024, 025, 026

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.

Bill Collins — Signature of Property Owner or Authorized Applicant/Agent

2.18.20 — Date

Bill Collins — Name Printed

agent — Title

Appendix B

Existing Conditions
Grading and Stormwater Plan
Utility Plan
Engineering Report
Water Sewer Calculations
Landscaping Plan
Parking Lot Lighting

JHMR Employee Housing Water and Sewer Service (Updated for Phase 2)

NE 20-051-01
March 4, 2020

Water Supply

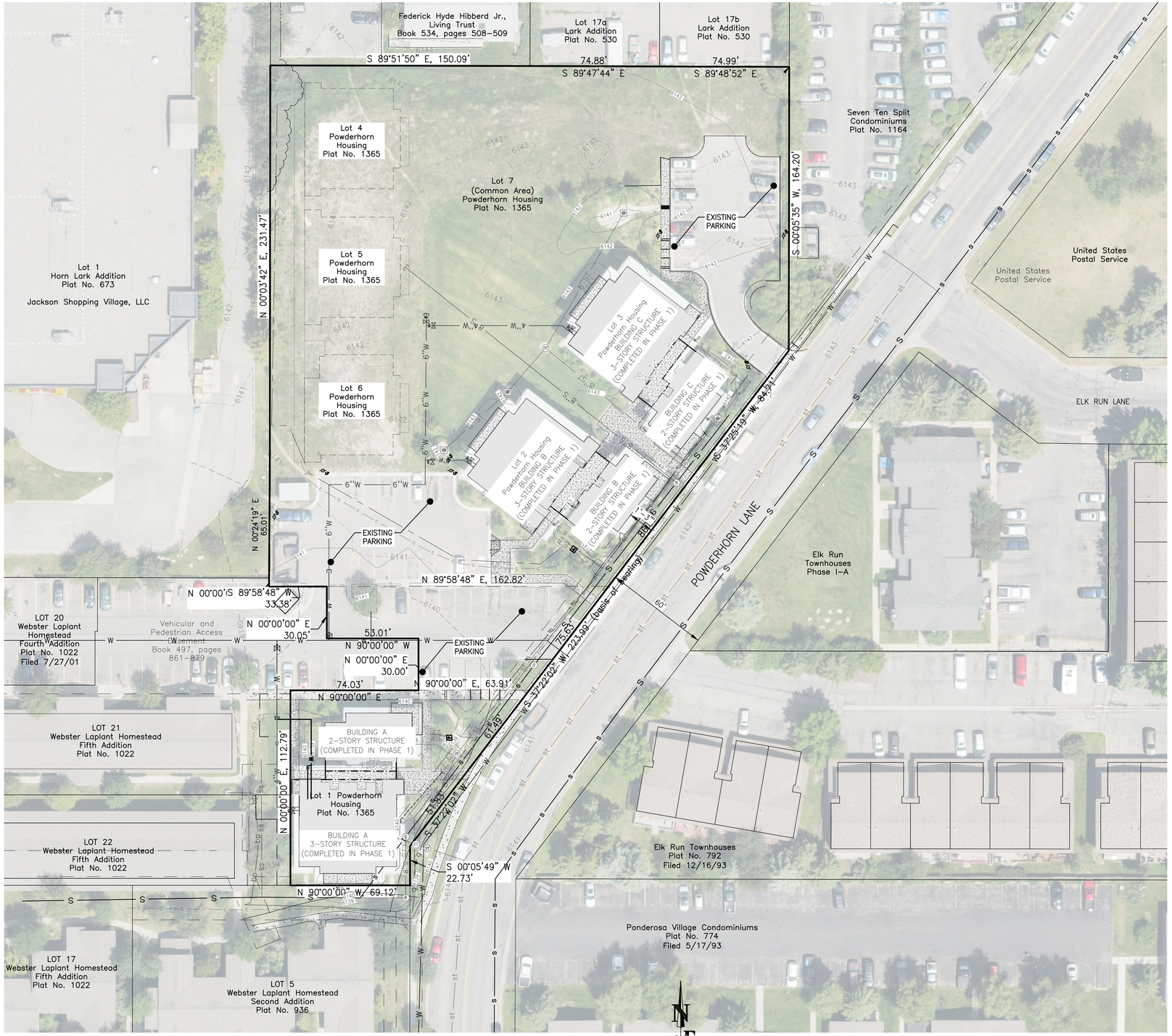
The Town of Jackson has adequate water supply, storage and transmission facilities to service the JHMR Employee Housing Phase 2 development that is now being proposed, after a successful implementation of the Phase 1 housing was completed in 2013/3014. There is an 8 inch diameter water line in the Webster LaPlant development that loops the water line in Powderhorn Lane with the water line in Meadow Lark Lane. Previous calculations determined that the existing fire hydrant located within the Powderhorn Housing Lot and serviced from this 8" water main could provide 1352 gpm with a residual pressure of 69.6 psi. Static water pressure is estimated to be 72.4 psi according to the Town of Jackson WaterCAD model.

Water services for each of the five buildings should be 6-inch diameter to supply estimated peak domestic demands of 107 gpm per building, plus fire sprinkler demands of 200 gpm, and an outside fire hose supply of 150 gpm, for a total peak demand per building of 457 gpm. Prior to entering each building, the 6-inch water services will divide to supply fire demands via a 4-inch waterline and domestic supply will be via a separate 2-inch service. Calculations are attached.

Wastewater Disposal

The Town of Jackson has adequate sewage collection, interceptor sewers, and wastewater treatment facilities to service the JHMR Employee Housing Phase 2 development. The Webster LaPlant Development has an 8 inch diameter PVC sewer that extends from the Town of Jackson sewer through the development to convey the sewage, including the wastewater from Lot 23, to the Town of Jackson sewer main on the west side of Webster LaPlant. This sewer line is laid at a slope of 0.5% and has a full pipe capacity 398 gpm. Total estimated peak wastewater flow from the Webster LaPlant Development is 160 gpm, therefore the Webster LaPlant sewer main will be flowing approximately 45% full at peak flows. Downstream of Webster LaPlant, assuming full development of the wastewater contributing properties, we have calculated that the Town of Jackson sewer mains will be flowing between 63% and 72% full at peak discharge.

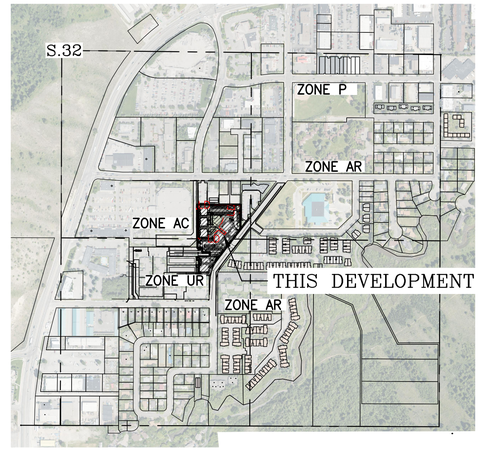
Sewer service lines for each building should be 6 inch diameter PVC pipe laid at a minimum slope of 1%. They shall connect to an existing 8 inch sewer collector line that was installed during phase 1 work, and connects to the sewer main on Powderhorn Lane.



EXISTING SITE PLAN

SCALE: 1" = 30' (24X36)

0 30 60



VICINITY MAP
SE 1/4, SECTION 32
T41N, R116W, 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WY

ZONING CLASSIFICATION: URBAN RESIDENTIAL (UR)
LAND USE: PLANNED UNIT DEVELOPMENT

TOTAL ACREAGE: 2.32 ACRES (295,772 SF) BSA

LEGEND

- = PROPERTY LINE
- = ADJACENT PROPERTY LINE
- = EASEMENT LINE
- = CURB
- = CENTERLINE OF ROAD
- = EDGE OF PAVEMENT
- ST = STORM SEWER LINE
- S = SANITARY SEWER LINE
- bp = BURIED POWER LINE
- bt = BURIED TELEPHONE LINE
- tv = CABLE TV LINE
- PT–TV = POWER, TELEPHONE & TV
- g = GAS LINE
- W = WATER LINE
- = SIDEWALK
- 6142 = CONTOUR LINE
- (S) = SANITARY SEWER MANHOLE
- (ST) = STORM SEWER MANHOLE
- = CATCH BASIN
- = SIGN/SIGNPOST
- LP = LIGHT POLE
- = FIRE HYDRANT
- WV = GATE VALVE
- = 164 REBAR AND CAP
- = REBAR NO CAP
- = 3881 REBAR AND CAP
- W.C. = 3881 10' WITNESS CORNER
- = 164 T-STAKE
- = 2612 REBAR AND CAP
- = ELECTRIC BOX

The Basis of Bearings shown on this map is Geodetic NORTH, WGS84, developed from GPS observations.

Owner and Subdivider:
Jackson Hole Mountain Resort Corp.
Box 290
Teton Village, Wyoming 83025
(307) 739–6267

Engineer and Surveyor:
Nelson Engineering
Box 1599
Jackson, Wyoming 83001
(307) 733–2087

PHASE 2 DEVELOPMENT PLAN

	REV.
DATE	3/4/20
SURVEYED	NE
ENGINEERED	DD
DRAWN	DB
CHECKED	DD
APPROVED	DD

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

DRAWING TITLE: EXISTING SITE PLAN

JOB TITLE: JHMR POWDERHORN EMPLOYEE HOUSING
625, 645, & 675 POWDERHORN LANE
TETON COUNTY, WY

DRAWING NO: C1

JOB NO: 20–051–01

S:\Proj\2020\051-01 JHMR Employee Housing Phase 2\14 Drawings\Civil\JHMR HOUSING DESIGN.dwg (EXISTING SITE PLAN) - Mar 03 2020 04:48:23 pm PLOTTED BY kristen

Seven Ten Split Condominiums Plat No. 1164

164.18'(REC.)

S 00°05'35" W, 164.20'

Elk Run Phase 1-A Plat No. 531

S37°24'02"W 84.72'(REC.)

S 37°25'19" W, 84.71'

Elk Run Townhouses Plat No. 792

LCA LOT 3

LCA LOT 2

POWDERHORN LANE

86.87'

S 37°22'02" W, 223.99' (basis of bearing)

S37°22'01"W (REC.)

75.63'

℄ of 15' wide electric distribution easement book 861, page 549

15' utility & sidwalk easement as shown on Plat 1022

15'

61.49'

S 37°22'02" W

51.83'

S37°22'01"W (REC.)

S 00°05'49" W

22.73'

Lot 17b Lewis Addition Plat No. 530

74.99'

S 89°48'52" E

75' (REC.)

Lot 17a Lewis Addition Plat No. 530

74.88'

S 89°47'44" E

62.03'

S 89°51'50" E, 150.09'

Frederick Hyde Hibberd Jr., Living Trust Book 534, pages 508-509

88.06'

sidewalk easement

Lot 3 Plat No. 1365 (NOT PART OF THIS PLAT)

LCA LOT 3

sidewalk easement

Lot 2 Plat No. 1365 (NOT PART OF THIS PLAT)

LCA LOT 2

Lot 7 (Common Area) 1.78 AC. Powderhorn Housing Plat No. 1365 (TO BE VACATED)

PROPOSED LOT 11 (COMMON AREA) 1.797 AC.

Lot 4 0.073 AC. Powderhorn Housing Plat No. 1365 (TO BE VACATED)

LCA LOT 4 (TO BE VACATED)

Lot 5 0.073 AC. Powderhorn Housing Plat No. 1365 (TO BE VACATED)

LCA LOT 5 (TO BE VACATED)

Lot 6 0.070 AC. Powderhorn Housing Plat No. 1365 (TO BE VACATED)

LCA LOT 6 (TO BE VACATED)

PROPOSED LOT 8 0.065 AC. BUILDING D 4-STORY STRUCTURE

LOT 9 0.064 AC. PROPOSED BUILDING E 4-STORY STRUCTURE

LOT 10 0.065 AC. PROPOSED BUILDING F 4-STORY STRUCTURE

LCA LOT 4, 5, and 6 (TO BE VACATED)

PROPOSED LCA LOT 8, 9, 10

114.84'

115.64'

℄ of 7.5' electric distribution easement book 861, page 549

0.98'

N 00°03'42" E, 231.47'

Lot 1 Horn Lark Addition Plat No. 673 Jackson Shopping Village, LLC

65.01'

N 00°24'19" E

N 89°58'48" E, 162.82'

access easement book 497, pages 880-882

N 90°00'00" E, 63.91'

N 00°00'00" E 30.00'

53.01'

N 90°00'00" W

N 00°00'00" E 30.05'

S 89°58'48" W 33.38'

N 00°00'00" E 4.97'

LCA LOT 1

74.03'

N 90°00'00" E

sidewalk easement

Lot 1 Plat No. 1365 (NOT PART OF THIS PLAT)

69.12'

N 90°00'00" W,

LCA LOT 1

LOT 5 Webster Laplant Homestead Second Addition Plat No. 936

N 00°00'00" E, 112.79'

utility easement book 869, pages 559-563

LOT 21 Webster Laplant Homestead Fifth Addition Plat No. 1022

LOT 22 Webster Laplant Homestead Fifth Addition Plat No. 1022

utility easement book 854, pages 693-695

LEGEND

= EXISTING LOT LINE TO BE VACATED

= EXISTING LIMITED COMMON AREA TO BE VACATED

= PROPOSED LOT LINE

= PROPOSED LIMITED COMMON AREA

0 20' 40'

PHASE 2 DEVELOPMENT PLAN

REV.	DATE	
	3/4/20	
	SURVEYED	NE
	ENGINEERED	DD
	DRAWN	DB
	CHECKED	DD
	APPROVED	DD

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

DRAWING TITLE
PROPOSED SECOND ADDITION TO
POWDERHORN HOUSING
A RE-PLAT OF LOTS 4, 5, 6, AND 7

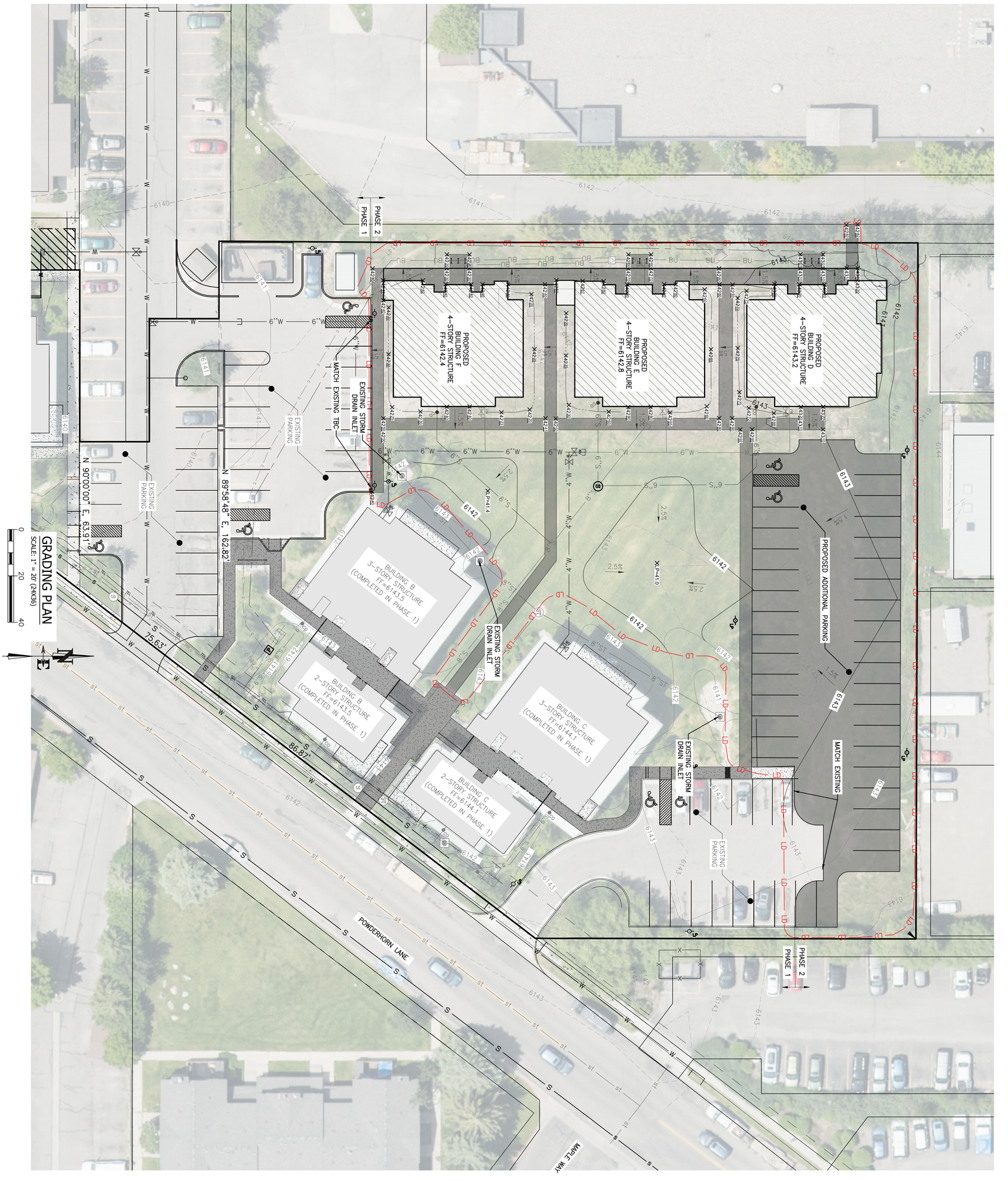
JOB TITLE
JHMR POWDERHORN EMPLOYEE HOUSING
625, 645, & 675 POWDERHORN LANE
TETON COUNTY, WY

DRAWING NO C1.1

JOB NO 20-051-01

S:\Proj\2020\051-01 LANE Employee Housing Phase 2\4 Drawings\Plat\2020 PLAT.dwg dTDR CIVIL SET> - Mar 03 2020 04:46:40 pm PLOTTED BY kevins

S:\Proj\2020\051-01 (JHMR Employee Housing Phase 2)\4 Drawings\Civil\JHMR HOUSING DESIGN.dwg (GRADING) - Mar 03 2020 04:50:54 pm PLOTTED BY: kates DWG FORMAT: 23.0



PHASE 2 DEVELOPMENT PLAN

DRAWING NO: C2	JOB TITLE: JHMR POWDERHORN EMPLOYEE HOUSING 625, 645, & 675 POWDERHORN LANE TETON COUNTY, WY	DRAWING TITLE: GRADING & DRAINAGE PLAN FOR FINAL DEVELOPMENT PLAN	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE: 3/4/20 SURVEYED: NE ENGINEERED: DD DRAWN: DB CHECKED: DD APPROVED: DD	REV.
JOB NO: 20-051-01					

PHASE 2 DEVELOPMENT PLAN

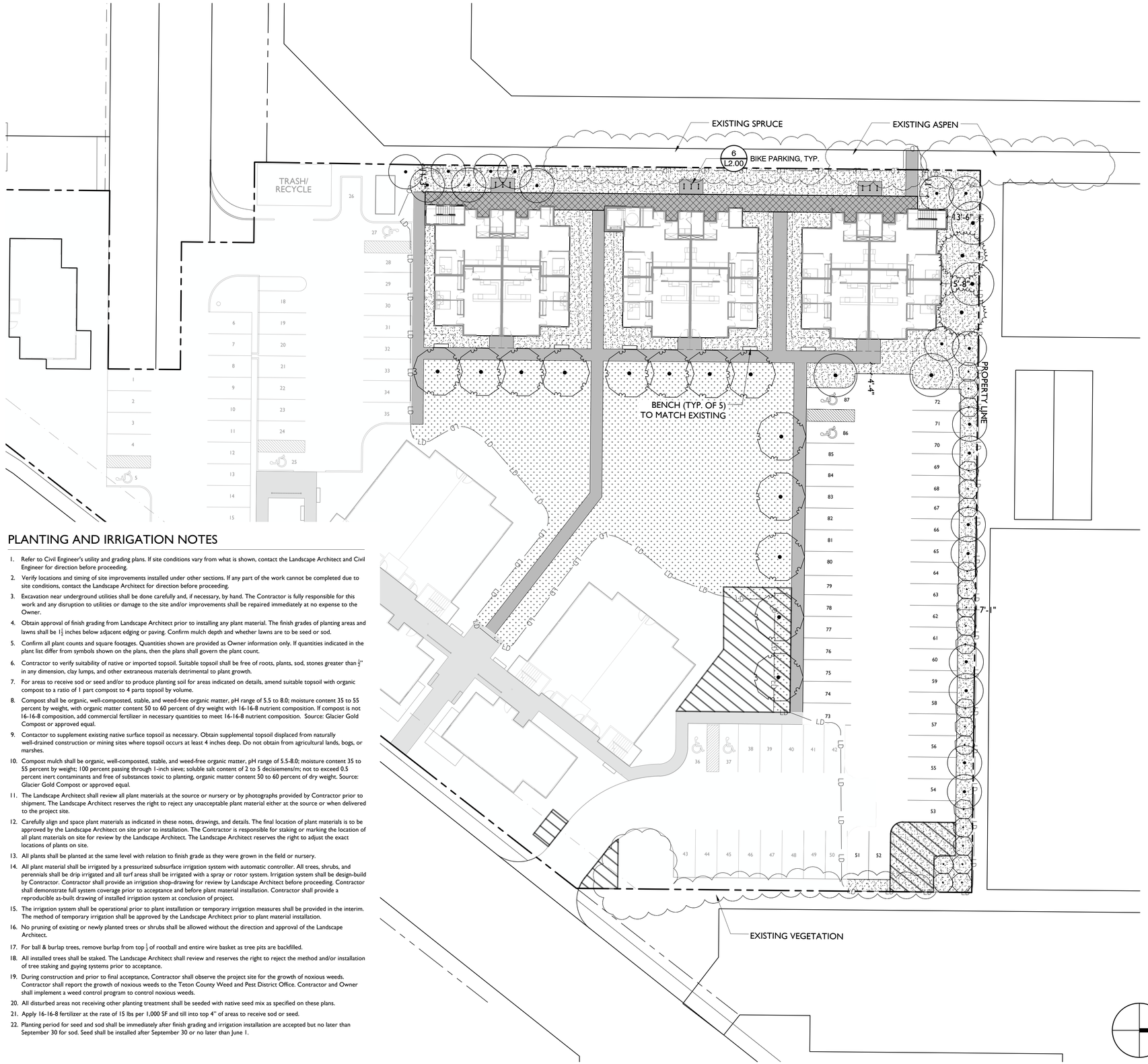
DRAWING NO	JOB TITLE	DRAWING TITLE
C3	JHMR POWDERHORN EMPLOYEE HOUSING 625, 645, & 675 POWDERHORN LANE TETON COUNTY, WY	UTILITY PLAN

JOB NO
20-051-01

DATE	3/4/20	REV.
SURVEYED	NE	
ENGINEERED	DD	
DRAWN	DB	
CHECKED	DD	
APPROVED	DD	

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

S:\Proj\2020\051-01 LJHMR Employee Housing Phase 2\14 Drawings\Civil\LJHMR HOUSING DESIGN.dwg (UTILITY) - Mar 03 2020 04:59:02 pm PLOTTED BY: kates DWG FORMAT: 23.0



PLANTING AND IRRIGATION NOTES

1. Refer to Civil Engineer's utility and grading plans. If site conditions vary from what is shown, contact the Landscape Architect and Civil Engineer for direction before proceeding.
2. Verify locations and timing of site improvements installed under other sections. If any part of the work cannot be completed due to site conditions, contact the Landscape Architect for direction before proceeding.
3. Excavation near underground utilities shall be done carefully and, if necessary, by hand. The Contractor is fully responsible for this work and any disruption to utilities or damage to the site and/or improvements shall be repaired immediately at no expense to the Owner.
4. Obtain approval of finish grading from Landscape Architect prior to installing any plant material. The finish grades of planting areas and lawns shall be 1½ inches below adjacent edging or paving. Confirm mulch depth and whether lawns are to be seed or sod.
5. Confirm all plant counts and square footages. Quantities shown are provided as Owner information only. If quantities indicated in the plant list differ from symbols shown on the plans, then the plans shall govern the plant count.
6. Contractor to verify suitability of native or imported topsoil. Suitable topsoil shall be free of roots, plants, sod, stones greater than ½" in any dimension, clay lumps, and other extraneous materials detrimental to plant growth.
7. For areas to receive sod or seed and/or to produce planting soil for areas indicated on details, amend suitable topsoil with organic compost to a ratio of 1 part compost to 4 parts topsoil by volume.
8. Compost shall be organic, well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8.0; moisture content 35 to 55 percent by weight, with organic matter content 50 to 60 percent of dry weight with 16-16-8 nutrient composition. If compost is not 16-16-8 composition, add commercial fertilizer in necessary quantities to meet 16-16-8 nutrient composition. Source: Glacier Gold Compost or approved equal.
9. Contactor to supplement existing native surface topsoil as necessary. Obtain supplemental topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep. Do not obtain from agricultural lands, bogs, or marshes.
10. Compost mulch shall be organic, well-composted, stable, and weed-free organic matter, pH range of 5.5-8.0; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 2 to 5 decisiemens/m; not to exceed 0.5 percent inert contaminants and free of substances toxic to planting, organic matter content 50 to 60 percent of dry weight. Source: Glacier Gold Compost or approved equal.
11. The Landscape Architect shall review all plant materials at the source or nursery or by photographs provided by Contractor prior to shipment. The Landscape Architect reserves the right to reject any unacceptable plant material either at the source or when delivered to the project site.
12. Carefully align and space plant materials as indicated in these notes, drawings, and details. The final location of plant materials is to be approved by the Landscape Architect on site prior to installation. The Contractor is responsible for staking or marking the location of all plant materials on site for review by the Landscape Architect. The Landscape Architect reserves the right to adjust the exact locations of plants on site.
13. All plants shall be planted at the same level with relation to finish grade as they were grown in the field or nursery.
14. All plant material shall be irrigated by a pressurized subsurface irrigation system with automatic controller. All trees, shrubs, and perennials shall be drip irrigated and all turf areas shall be irrigated with a spray or rotor system. Irrigation system shall be design-build by Contractor. Contractor shall provide an irrigation shop-drawing for review by Landscape Architect before proceeding. Contractor shall demonstrate full system coverage prior to acceptance and before plant material installation. Contractor shall provide a reproducible as-built drawing of installed irrigation system at conclusion of project.
15. The irrigation system shall be operational prior to plant installation or temporary irrigation measures shall be provided in the interim. The method of temporary irrigation shall be approved by the Landscape Architect prior to plant material installation.
16. No pruning of existing or newly planted trees or shrubs shall be allowed without the direction and approval of the Landscape Architect.
17. For ball & burlap trees, remove burlap from top ⅓ of rootball and entire wire basket as tree pits are backfilled.
18. All installed trees shall be staked. The Landscape Architect shall review and reserves the right to reject the method and/or installation of tree staking and guying systems prior to acceptance.
19. During construction and prior to final acceptance, Contractor shall observe the project site for the growth of noxious weeds. Contractor shall report the growth of noxious weeds to the Teton County Weed and Pest District Office. Contractor and Owner shall implement a weed control program to control noxious weeds.
20. All disturbed areas not receiving other planting treatment shall be seeded with native seed mix as specified on these plans.
21. Apply 16-16-8 fertilizer at the rate of 15 lbs per 1,000 SF and till into top 4" of areas to receive sod or seed.
22. Planting period for seed and sod shall be immediately after finish grading and irrigation installation are accepted but no later than September 30 for sod. Seed shall be installed after September 30 or no later than June 1.

LEGEND

- Property Boundary
- LD — Limit of Disturbance
- Existing Trees To Remain
- Snow Storage
- Sidewalk
- Multi-Story Covered Walkway, Sidewalk Beneath
- Bike Rack

PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY	NOTE
EVERGREEN TREES					
	Populus tremuloides	Aspen	3.5" CAL	4	B&B
	Populus tremuloides	Aspen	2.5" CAL	19	B&B
	Picea pungens	Spruce	16'	2	B&B
	Fraxinus pennsylvanica 'Patmore'	Patmore Ash	4" CAL	13	B&B
SHRUBS					
	Salix spp.	Native Willow	B&B	21	4' HT
GRASS SOD & SEED					
	Bluegrass Sod, To Match Phase I			11,500 SF (Contractor to Verify)	
	Native Grass Seed Mix, To Match Phase II *To Be Approved by LA*			9,580 SF Or All Other Disturbed Areas	

NOTES

PLANT UNITS

Per PUD approval on June 17, 2013, this development requires 46 Plant Units.
Phase I : 24 Plant Units Implemented
Phase II : 22 Plant Units Required

22 Total Plant Units x $2,600.00 Average Value of (1) Plant Unit = $57,200

Proposed Plant Material & Site Appurtenances:
Aspen - (19) 2.5" Caliper = 19 x $400.00 = $7,600
(4) 3.5" Caliper = 4 x $550.00 = $2,200
Ash - (13) 2.5" Caliper = 13 x 500.00 = $6,500
Spruce - (2) 16' Ht = 2 x $1,200.00 = $2,400
Shrubs - (21) 4' Ht = 21 x $200.00 = $4,200
Benches - (5) 6' L Benches = 5 x $550.00 (Price of Canopy Tree) = $2,750
Bike Racks - 18 Bike Spaces / 9 Inverted "U" Bike Racks = 9 Bike Racks x $550.00 (Price of Canopy Tree) = $4,950.00

TOTAL = $30,600 (As necessary to meet plant unit objectives while maintaining common open space)
Required Bond (Total X 125%) = $38,250

BIKE PARKING

90 total bike parking spaces for 90 bedrooms in 30 units, based on the following breakdown:
Alcoves in Architecture: 72 covered spaces. See Arch for details.
Landscape: 18 uncovered spaces (9 inverted "U" bike racks). See detail 6/L2.00

SNOW STORAGE

Parking Area: 17,423.6 SF
Snow Storage Requirement (10% of Paved Surface): 1,742.4 SF
Provided Snow Storage: 2,633 SF

LANDSCAPE SURFACE AREA	TOTAL
SITE AREA	100,885 SF (2.316 ac.)
LSR REQUIRED (.30)	30,266 SF
LSR PROPOSED (Buildout)	38,295 SF (.38 of Site Area)

N

0 10 20 40 60 80 100
1" = 20'

HOYT architects
Jackson Wyoming
307.733.9955
HERSHBERGERDESIGN
LANDSCAPE ARCHITECTURE - PLANNING - URBAN DESIGN
www.hershbergerdesign.com - 307.739.1001

JHMR EMPLOYEE HOUSING

625, POWDERHORN LN
JACKSON WYOMING

LICENSED LANDSCAPE ARCHITECT
BONNY ROBERTS
MEMBER
LA-0035
STATE OF WYOMING

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PHASE

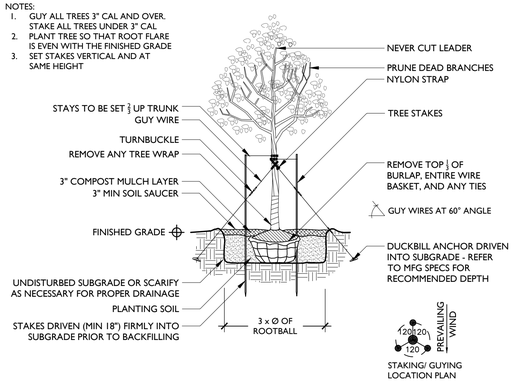
00.00.0000
DRAWN BY | MT
CHECKED BY | BH
REVISIONS

NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

PHASE II
SITE & LANDSCAPE PLAN

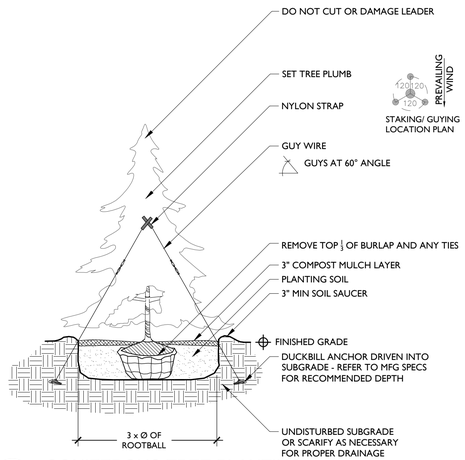
L1.00

NOTES:
1. GUY ALL TREES 3" CAL AND OVER. STAKE ALL TREES UNDER 3" CAL
2. PLANT TREE SO THAT ROOT FLARE IS EVEN WITH THE FINISHED GRADE
3. SET STAKES VERTICAL AND AT SAME HEIGHT



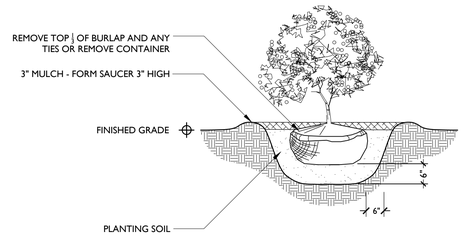
1 DECIDUOUS TREE PLANTING

1/4" = 1'-0"



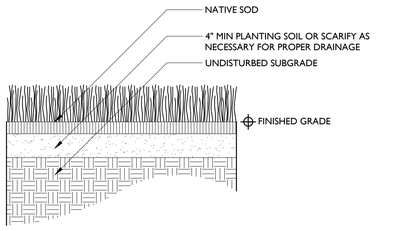
2 CONIFEROUS TREE PLANTING

1/4" = 1'-0"



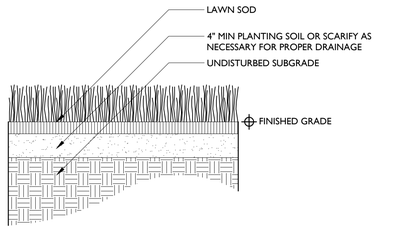
3 SHRUB PLANTING

1/2" = 1'-0"



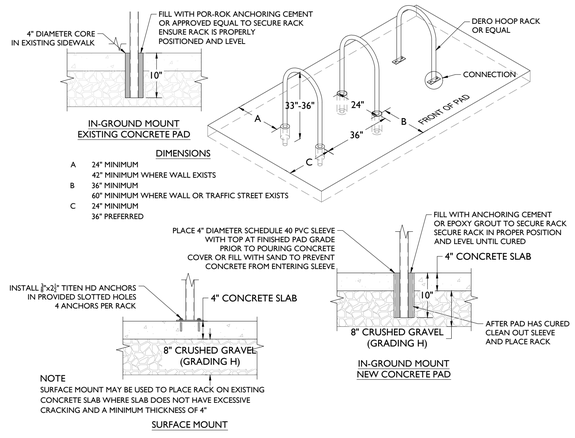
4 NATIVE SOD

1" = 1'-0"



5 LAWN SOD

1" = 1'-0"



6 BIKE RACK

NOT TO SCALE

HOYT architects
Jackson Wyoming
307.733.9955
HERSHBERGERDESIGN
LANDSCAPE ARCHITECTURE - PLANNING - URBAN DESIGN
www.hershbergerdesign.com - 307.739.1001

JHMR EMPLOYEE HOUSING

625, POWDERHORN LN
JACKSON WYOMING

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PHASE

00.00.0000
DRAWN BY | MT
CHECKED BY | BH
REVISIONS

PHASE II DETAILS

L2.00

NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

JHMR Employee Housing, Phase 2

3-Mar-20

TOJ pressure @ Powderhorn Lane= 72 psi Approx

Sewer Service Fixture Count per IPC

	Number	S.F.U	Total
Water Closet Tank	16	4	64
Tub	10	2	20
Shower	6	2	12
Lavatory Sink	16	1	16
Kitchen Sink	10	2	20
Dishwasher	10	2	20
washing machine	4	2	8

Total per building (phase 1):	136	F.U.	Peak flow	68 gpm
Total per building (phase 2):	**160**	**F.U.**	**Peak flow**	**94.9 gpm**
Total per Phase 1 (building A,B,&C):	408	F.U.		
Total per Phase 2 (building D,E,&F):	480	F.U.		

IPC requires 6" diameter sewer service to each building
Minimum slope 1% (1/8"per ft) Preferred slope 2% (1/4" per ft)

Water Service Fixture Count per IPC

	Number	W.F.U	Total
Water Closet Tank	16	5	80
Tub	10	1.4	14
Shower	6	1.4	8.4
Lavatory Sink	16	0.7	11.2
Kitchen Sink	10	1.4	14
Dishwasher	10	1.4	14
washing machine (8 lb, public)	4	3	12

Total per building (phase 1):			141.6	
Total per building (phase 2):			153.6	
Total per Phase 1 (building A,B,&C):			424.8	
Total per Phase 2 (building D,E,&F):			460.8	
Peak Flow @ 35 psi (154 wfu)=			65	gpm
Peak Flow (154 wfu)=			94.9	gpm
Hose bib per building	2	6	12	gpm
Max Peak Flow per phase 2 building			**106.9**	**gpm**

Use a 2" water meter per bldg.

Fire Sprinkler System (assume fire walls between floors)
From NFPA 13: Light Hazard Occupancy Area Density Curves
assume 200 gpm to sprinkler system plus 150 gpm outside hose stream

Total per Building A,B&C service	415	gpm
Total per Building D, E, & F service	**456.9**	**gpm**

Use a 6 inch water service line to each building
At 456.9 gpm the velocity = 5.07 fps, head loss = 1.3 ft/100 ft
At peak domestic flow of 95 gpm the velocity =1.06 fps, head loss = 0.10 ft/100 ft
Prior to entering building, split to provide fire via 4 inch and domestic via 2 inch

Pipeline serving 4 buildings A,B,C, D,E,&F (885.6 wfu)

Per IPC (E103.3(3))	163.52	gpm
Assume one fire demand	350	gpm
Total flow in water main	**513.52**	**gpm**

Use 6" diameter water main serving 4 buildings
At 513.5 gpm the velocity = 5.70 fps, head loss = 1.6 ft/100 ft
At peak domestic flow of 163.5 gpm the velocity =1.82 fps, head loss = 0.20 ft/100 ft

Appendix C

Parking Management Letter
Housing Operating Principles
Deed Restrictions

Operating Principles
Employee Housing Credits for WL Lot 23
March 26, 2013

Purpose
It is the purpose of this document to establish certain operating principles that will facilitate the use of housing units that are constructed on Lot 23 of the Webster LaPlant Planned Unit Development (WLPUD) to satisfy and comply with employee housing requirements that may be imposed by the Land Development Regulations (LDR) of the Town of Jackson or Teton County.

Applicability
The housing units on Lot 23 of the WLPUD may be used to satisfy employee housing requirements that are applied to developments in the unincorporated Teton County and in the Town of Jackson, pursuant to the provisions of this document.

Land Development Regulations
Teton County has adopted LDR that include Section 49600, Employee Housing Standards, and the Town of Jackson has adopted LDR that include Section 49500, Employee Housing Standards. These LDR establish requirements for non-residential developments to provide for employee housing.

Subsection 49650, B, in the County LDR and Subsection 49540, B.1, in the Town LDR establish the ability of commercial businesses and developers to pool their respective employee housing requirements for the purpose of creating a viable employee housing development.

It is established here that this concept of pooling of employee housing requirements allows requirements to be pooled both among multiple commercial businesses and developers and also over time, for the purpose of creating a viable employee housing development.

Timing
The pooling of employee housing requirements over time allows housing units that have been previously constructed and exist on Lot 23 of WLPUD to be used to satisfy employee housing requirements for up to fifteen (15) years from the time of the initial occupancy of the units. Housing units that have existed on Lot 23 for more than fifteen (15) years, and have not already been approved and counted to satisfy employee housing requirements, shall no longer be eligible to satisfy employee housing requirements.

Notwithstanding the fifteen (15) year time limitation, the Jackson Hole Mountain Resort (JHMR) shall be exempt from any such time limitation. Because the JHMR develops and constructs the housing units on Lot 23, the JHMR shall be allowed to use previously constructed units that exist on Lot 23 to satisfy employee housing requirements without a time limitation.

Counted Only Once
A housing unit on Lot 23 may be used to meet an employee housing requirement only one time. Once the unit has been approved, counted and duly restricted for such purpose, the unit shall not be approved or counted again to meet another employee housing requirement.

Case By Case Decisions
Commercial businesses or developers in unincorporated Teton County or the Town of Jackson, who have employee housing requirements pursuant to the LDR, may propose to use housing unit(s) on Lot 23 to satisfy their employee housing requirements, but the approval of units on the Lot 23 to satisfy any employee housing requirement will be determined on a case by case basis. The LDR establish multiple alternative methods for complying with the employee housing requirements and approval of the alternative to be used rests ultimately with the Mayor and Town Council or the Board of County Commissioners, whichever is applicable.

Notwithstanding the case by case decisions described above, the JHMR shall be exempt from the case by case decisions. Because the JHMR develops and constructs the housing units on Lot 23, the JHMR shall be entitled to use the housing units on Lot 23 to satisfy employee housing requirements that are imposed on the JHMR. This right to use the housing units on Lot 23, however, shall not alter or remove the requirement that is established by the Teton Village Master Plan that at least twenty percent (20%) of employee housing units that are required of developments in the Teton Village Planned Unit Development for Planned Resort shall be constructed at Teton Village. The JHMR shall have the right to use housing units on Lot 23 to satisfy any employee housing requirement in excess of the twenty percent (20%) of the required employee units that shall be located at Teton Village.

Deed Restriction
At the time a housing unit on Lot 23 is approved to satisfy an employee housing requirement, said unit shall be encumbered with a deed restriction that is approved by the Teton County Housing Authority (TCHA). This deed restriction shall comply with the requirements for such a restriction that are established by the LDR and/or the TCHA Affordable Housing Guidelines, which from time to time may be amended. The deed restriction shall remain in full force and effect for as long at the encumbered housing unit is counted to satisfy the employee housing requirement.

Only Full Unit Encumbered
Irrespective of the size of the employee housing requirement that may be imposed on any one commercial business or developer, and irrespective of the number of bedrooms that may exist in the housing units on Lot 23, only entire housing units consisting of rooms for sleeping, cooking and living shall be counted to satisfy employee housing requirements. Even if an employee housing obligation requires fewer bedrooms than may exist in a housing unit, the entire unit shall be encumbered with a deed restriction and individual bedrooms shall not be counted separately from the remainder of the housing unit to satisfy an employee housing requirement.

JACKSON HOLE®
JACKSON HOLE MOUNTAIN RESORT
3395 CODY LANE
P.O. BOX 290, TETON VILLAGE, WY 83025

November 5, 2011

Mr. Tyler Sinclair
Planning Director
Town of Jackson
P.O. Box 1687
Jackson, WY 83001

Re: Powderhorn Employee Housing Development

Dear Mr. Sinclair;

The Mountain Resort wishes to follow up the earlier discussion you had with our planning consultant, Bill Collins, about the number of parking spaces in the Powderhorn development, and the potential need to monitor the parking supply and demand in the future. The letter describes the context and provides some guidance for any monitoring that may occur in the future based on the many discussions we had during the planning and approval of the Powderhorn development.

As you recall, the Mountain Resort is proceeding to construct up to 48 four bedroom apartments for employee housing at 655 Powderhorn Lane (lot 23 in the Webster Laplant Homestead 5th Addition). The number of parking spaces that was approved in this development implements the Town's land use and transportation goals and reflects several important characteristics of the development. These characteristics include:

- a housing location that is near essential services and transit;
- the demographic profile of the future residents;
- several Transportation Demand Management techniques that are used by the Mountain Resort and other businesses who also may house their employees in this development; and,
- the large number of bike parking spaces.

These characteristics and other important features of the development are well documented in application materials that were submitted to your office.

The Mountain Resort shares the Town's goal of minimizing the number of parking spaces and maximizing the opportunities for residents to meet their daily needs with minimal dependence on an automobile. The Jackson Town Council, planning commission and planning staff, along with the Mountain Resort, view the Powderhorn development as an ideal opportunity to demonstrate the viability of this goal.

While approving the Powderhorn development and agreeing with the parking/transportation strategy, the Town felt the need to create a back-up contingency in the event more parking will be needed in the future. This contingency was established with the following condition of approval:

P: 307.733.2292 JACKSONHOLE.COM F: 307.733.2660

"The amount of parking provided will be reviewed for the entire development during the Final Development Plan for future phases or sooner if deemed necessary by the Town and the applicant will be required to secure additional on and/or offsite parking if deemed necessary at that time. The additional amount of parking to be added onsite shall not be limited to the maximum of 90 spaces indicated in the Sketch Plan if deemed necessary. Shared parking agreements with neighboring property owners may be an option to be considered."

This condition of approval creates the potential for the Town to impose an open-ended parking requirement, potentially even exceeding the requirements in the Land Development Regulations. Such an open-ended requirement clearly is not the intent of the Town's approval, and as we have discussed, requiring any additional parking would be a last resort that would occur only after exhausting all other alternatives to resolve any parking problem that may arise. Examples of other alternatives that can be considered if and when additional parking is needed are:

- revising tenants' leases to restrict the number of cars that are allowed in the development;
- constructing a remote parking area that may include an accompanying shuttle or transit service; or,
- targeting any shared parking agreement with a neighboring land owner to match the seasonal need for additional parking.

This brief list of alternative ideas is not intended to be an all-inclusive list and other ideas may be considered in the future. The list, however, provides examples of the types of alternatives that would be considered prior to requiring additional parking in the Powderhorn development. In addition, an option may include modifying the approved site plan to expand the parking lots beyond their current design.

If you agree that this letter correctly describes the Town's goals and intentions as they pertain to the parking requirements in the Powderhorn development, we ask that you join with us in co-signing this letter and placing it in the Town's planning files. It would provide the Mountain Resort the comfort of knowing that any monitoring of the parking in the Powderhorn development that may occur in the distant future will be in keeping with our shared intentions as they are described here.

Sincerely;

Jerry Blann, President — 11/15/13 date
J.H. Mountain Resort

I acknowledge the intentions and goals stated in this letter are correct and agree that any requirement for additional parking would occur as a last resort.

Tyler Sinclair — date
Director, Jackson Planning Department

Special Restrictions
for Affordable Rental Housing
Located at Type Address, insert The Town of Jackson or Teton County

These Special Restrictions for Affordable Rental Housing ("Special Restrictions"), are made and entered into this _____ day of_____, 20__, by the undersigned Owner ("Owner") and insert the Town of Jackson or Teton County, Wyoming.

RECITALS:

WHEREAS, Owner holds fee ownership interest in that certain real property, located in insert the Town of Jackson or Teton County Wyoming, and more specifically described as follows:

Click here to add legal description of property.

PIDN: Click here to type PIDN # ("Land")

WHEREAS, as a condition of its approval for permit #Click here to enter Permit #. ("_____ Approval"), Owner was required to provide and restrict as follows:

Owner developed property addressed as_____, _____, Wyoming 830___ for a _____square foot retail/service/office/residential/etc. building. This development generated the obligation to provide Affordable Rental Housing in accordance with _____ Approval. Owner is restricting:

- *Unit _____, with _____ number of bedrooms with Income Range_____.*
- *Unit _____, with _____ number of bedrooms with Income Range_____.*
- *Unit _____, with _____ number of bedrooms with Income Range_____.*

(hereinafter "Residential Unit" or Residential Unit Complex").

The Income Ranges are defined in the Jackson/Teton County Housing Department Rules and Regulations enforced by the Jackson/Teton County Affordable Housing Department, such Rules and Regulations are defined in Section 1 below;

WHEREAS, in accordance with the _____ Approval, the Residential Unit is intended to address the need for rental housing for employees in Teton County, Wyoming and therefore Owner agrees it will not be owner-occupied;

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners resolved to form the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to W.S. §15-10-116, as amended, and its successors or assigns, known as the Jackson/Teton County Housing Authority ("JTCHA");

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners further resolved to create the Jackson/Teton County Affordable Housing Department ("Housing Department") who are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce this Special Restriction;

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of insert approval type (FDP, CUP, etc.) Approval, and consistent with the insert the Town of Jackson or Teton County's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

WHEREAS, Owner desires to adopt these Special Restrictions and declare that the Residential Unit and Land shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Unit and Land, and shall be enforceable by Housing Department and insert the Town of Jackson or Teton County, Wyoming.

RESTRICTIONS:

NOW, THEREFORE, in satisfaction of the insert approval type (FDP, CUP, etc) Approval, and in further consideration of the foregoing Recitals, which are incorporated herein by this reference, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the Land and each Residential Unit shall be held, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity.

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS. References made herein to the "Rules and Regulations" are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures, and guidelines are on file with the Housing Department or otherwise with insert the Town of Jackson or Teton County, Wyoming, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations.

SECTION 2. RESTRICTIONS ON OCCUPANCY AND USE OF RESIDENTIAL UNIT. In addition to any restrictions included in the current Housing Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. Qualified Household. The rental, use and occupancy of the Residential Unit shall be limited to a Qualified Household, as set forth below ("Qualified Household"):

1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business. A "local business" means a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and the business serves clients or customers who are physically located in Teton County, Wyoming.
2. Income Restriction. The Qualified Household's gross income shall fall between Click here to enter income range. of the median family income in Teton County, Wyoming, as determined by the current year's published Federal Department of Housing & Urban Development median family income chart for Teton County, Wyoming ("Income Cap").
3. No Teton County Residential Real Estate. No member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
4. Initial Determination by Owner. Owner shall require each prospective renter of a Residential Unit to provide information sufficient to show eligibility as a Qualified Household under the Affordable Housing Program pursuant to the requirements of this restriction and the Housing Rules and Regulations. The determination shall be based upon written applications, representations, information and verifications, including at a minimum, a W-2 for each adult renter or other IRS filing showing source of earnings, a signed and sworn statement regarding ownership of other real estate and a list of current employer(s), hours worked as well as contact information for each employer(s) and other such information reasonably requested by the Housing Department to verify and substantiate as a Qualified Household.
5. Continuing Obligation to Remain a Qualified Household. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.
6. Occupancy. Each Residential Unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit.
7. Reporting Requirement – Housing Department Determination. Owner shall, by January 31 of each year, provide to the Housing Department a summary of the eligibility verification information contained above for each occupant of a Residential Unit as set forth on the Housing Department Template that will be

provided to Owner. Upon written request by the Housing Department for supporting documentation, Owner shall provide the same within fifteen (15) business days of receipt of such written request. Additionally, Owner shall, by January 31 of each year, provide the Housing Department with its most current lease form for Residential Units. Each Residential Unit Lease must state, and it is a material consideration of this restriction, that the Housing Department has the ultimate and final authority to determine eligibility of households renting Residential Units. If the Housing Department, upon review of supporting documentation determines that an occupant of a Residential Unit does not qualify as a Qualified Household, the Housing Department shall have the authority to require the Owner to terminate the lease between Owner and the occupant of a Residential Unit pursuant to Sections 4 & 5 below.

B. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against insert the Town of Jackson or Teton County, Wyoming or the Housing Department, or any person affiliated with insert the Town of Jackson or Teton County, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall insert the Town of Jackson or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of insert the Town of Jackson or Teton County, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.

C. No Owner Occupancy. Owner shall not reside in or occupy the Residential Unit. For purposes of this paragraph, if Owner is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or other) or a trust, this prohibition on owner-occupancy shall extend to any partner, member, shareholder, other principal or owner of the entity, and any trustee or beneficiary of the trust.

D. Household Composition. Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate Federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.

E. Written Lease Requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.

F. Rental Term. The Residential Unit shall be offered for rent in periods of not less than six (6) months.

G. Rental Rate. The household size used to determine the median family income is based on one (1) person per bedroom. A studio Residential Unit's maximum rent will be fifteen percent (15%) less than the maximum rental rate for a one-bedroom Residential Unit. The maximum Rental Rate that may be charged for the Unit is variable annually based on the Housing and Urban Development Department's Median Family Income standard for Teton County, Wyoming. The Housing Department will calculate the maximum Rental Rate every year for the Unit after the Housing and Urban Development Department issues the Median Family Income for Teton County, Wyoming in the following manner: The maximum monthly rental rate for [insert median family income range] is: [insert the current year's low end of the median family income range] multiply by [thirty percent (30%) and divide by twelve (12) = _____. The rent charged must include basic utilities (electric, gas, water, sewer) and trash removal. Notwithstanding the foregoing to the contrary, the rental rate charged by Owner may at any time be less than the maximum rent calculation.

H. Rental Unit: Except as provided herein, the Residential Unit shall remain a rental unit for Qualified Households.

I. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of ten percent (10%) of the Rental Term in cumulative days per calendar year.

J. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.

K. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.

L. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the same may be adopted from time to time.

M. Insurance. Owner shall keep the Residential Unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowner's association insurance), for the full replacement value of the Residential Unit.

N. Maintenance. Owner shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent and sanitary condition. In the event Owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to enter the Residential Unit and repair such condition and Owner shall reimburse Housing Department for such reasonable repair costs. Payment to Housing Department from Owner shall be due upon receipt of invoice.

O. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each owner shall comply, and cause its tenants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to Owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by Owner. Owner shall maintain such records for a period of not less than two (2) years.

P. Preference. Owner may give first-priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of Owner. In the event there are no persons directly employed by Owner to whom Owner desires to rent the Residential Unit, then Owner may rent to any Qualified Household.

SECTION 3. SALE OF THE RESIDENTIAL UNIT COMPLEX. The Residential Unit Complex may be bought and sold as Owner may determine except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Any such conveyance of a Residential Unit Complex shall be subject to these Special Restrictions. Within ten (10) days prior to the closing of the sale or other transfer of the Complex, Owner shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the new owner.

SECTION 4. DEFAULT. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, each of the following shall be considered a default ("Default"):

A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.

B. A violation of any term of these Special Restrictions or any laws affecting the Residential Unit.

C. Vacancy of a Residential Unit for more than sixty (60) days continuously.

D. Fraud or misrepresentation by Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

E. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially insolvent according to law, or if any assignment is made of the property of Owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or Owner's property by a court of competent jurisdiction.

In the event the Housing Department believes there to be a Default, the Housing Manager, or a Designee of the Housing Department shall send written notice to Owner of such violation, the required action to cure and the timing for such cure. If Owner disputes the Housing Department's decision, Owner shall proceed in accordance with the Rules and Regulations.

SECTION 5. DEFAULT REMEDIES. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, in addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, after notice and opportunity to cure as set forth in the preceding section, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. Specific Performance. The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance.

B. Equitable Relief. In addition to subsection A, any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or any other action authorized under the laws of the State of Wyoming.

C. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 6. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

A. Termination. These Special Restrictions may be terminated after a determination by the insert the Town of Jackson or Teton County, Wyoming that these Special Restrictions are no longer consistent with the insert the Town of Jackson or Teton County, Wyoming goals for affordable housing.

B. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and recorded in the Teton County Clerk's Office against the title to the Land, in whole or in part, with the written consent of Owner

of the Residential Unit Complex and insert the Town of Jackson or Teton County, Wyoming.

C. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 7. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and insert the Town of Jackson or Teton County. These Special Restrictions shall be prior and superior to any mortgage or lien interest encumbering the Land and/or Residential Unit Complex.

SECTION 8. NOTICES. All notices required to be served upon the parties to this Special Restriction shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address and/or owner and/or other contact information in the manner provided for giving notice.

To Housing Department
Jackson/Teton County Affordable Housing Department
P.O. Box 714
Jackson, WY 83001

With a Copy to:
insert the Town of Jackson or Teton County.
insert the Town of Jackson or Teton County.
Jackson, WY 83001.

To Owner

_____
_____
_____

SECTION 9. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 10. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions

SECTION 11. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 12. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 13. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 14. INDEMNIFICATION. Owner shall indemnify, defend, and hold the Housing Department and insert the Town of Jackson or Teton County, and its directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for an owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and insert the Town of Jackson or Teton County.

SECTION 15. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 16. GOVERNMENTAL IMMUNITY. Neither insert the Town of Jackson or Teton County, JTCHA, nor the Housing Department waive governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, Owner has executed this instrument on the _____ day of _____, 20__ (the "Effective Date").

OWNER:
Click here to enter name of LLC or other entity.

_____
Click here to enter Name and Title of authorized signer.

STATE OF WYOMING)
) ss.
COUNTY OFTETON)

On the _____ day of _____, 20 ____, the foregoing Special Restrictions for Employee Housing was acknowledged before me by Click here to enter Name of signer.as Click here to enter title of signer.ofClick here to enter name of entity..

Witness my hand and official seal.

(Seal)

_____
Notary Public

INSERT THE TOWN OF JACKSON OR TETON COUNTY:

_____
Insert name of Mayor or Chair, insert Mayor or Chair

ATTEST:

_____
Insert name of Town or County Clerk, insert Town Clerk or County Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20__, the foregoing instrument was acknowledged before me by insert name of Mayor or Chair as insert Mayor or Chair of insert the Town of Jackson or Teton County Board of County Commissioners, Wyoming.

Witness my hand and official seal.

(Seal)

_____
Notary Public
My commission expires:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

_____
Insert name of Housing Manager, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____ , 20__, the foregoing instrument was acknowledged before me byClick here to enter name of Housing Manager., as Housing Manager of the Jackson/The Town of Jackson Affordable Housing Department.

Witness my hand and official seal.

(Seal)

_____
Notary Public
My commission expires:

Special Restrictions
for Affordable Rental Housing
Located at 655 Powderhorn Lane, Jackson, Wyoming.

These Special Restrictions for Affordable Rental Housing ("Special Restrictions"), are made and entered into this _____ day of_____, 20__, by the Jackson Hole Mountain Resort, a Wyoming corporation ("Owner") and the Town of Jackson, Wyoming.

Deleted: Owner

RECITALS:

WHEREAS, Owner holds fee ownership interest in that certain real property, located in Town of Jackson, Wyoming, and more specifically described as follows:

Lots 4, 5, and 6 of the Powderhorn Housing Addition to the Town of Jackson according to that plat recorded in the Office of the Teton County Clerk, Teton County, Wyoming, on November 10, 2016 as Plat No. 1365;

PIN: 22-41-16-32-4-43-004
22-41-16-32-4-43-005
22-41-16-32-4-43-006

WHEREAS, as a condition of its approval for permit #Click here to enter Permit #. ("_____ Approval"), Owner was required to provide and restrict as follows:

The Final Development Plan application for 625, 645 and 675 Powderhorn Lane Phase II, Jackson, Wyoming was for a thirty (30) unit residential housing development intended to serve as housing for the community's workforce. Each of the thirty built units consist eighteen units with four (4) lock-off bedrooms ("Units") with a shared kitchen and living space and two (2) bathrooms, six two bedroom units and six one bedroom units. Each bedroom is considered a "Residential Unit" for the purposes of this deed restriction. The approval allows only the Jackson Hole Mountain Resort Corporation ("JHMR") to apply the Units toward future employee housing requirements. Each Unit counts as one (1) residential unit toward employee housing requirements with a maximum of four (4) credits that may be used toward JHMR future housing requirements. If an employee housing obligation requires fewer than four (4) bedrooms, the entire four (4) credits will be used and may not be held over for additional future requirements. The Declarant wishes to restrict the units in Buildings D, E, and F and are numbered as Units XXX. There are thirty (30)

Units comprised of ninety (90) Residential Units on the Land that are subject to these Special Restrictions.

The Income Ranges are defined in the Jackson/Teton County Housing Department Rules and Regulations enforced by the Jackson/Teton County Affordable Housing Department, such Rules and Regulations are defined in Section 1 below;

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of the FDP or other Approval, and consistent with the Town of Jackson's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Declarant agreed to restrict the use and occupancy of the Residential Units to a "Qualified Household", which meets employment, income and asset ownership qualifications as set forth herein; and

WHEREAS, each Residential Unit will be occupied by no more than one-person per lock-off bedroom; and

WHEREAS, the Residential Units come with amenities over and above requirements of dorm-style units such as indoor bike storage on each floor, washers and dryers on each floor, complete furnishings, two bathrooms in each unit, exterior storage spaces, individual balconies/patios, significant common open space for recreational use, and an onsite property manager allowing maximum rents to be calculated using a different method than Employee Housing dorm units;

WHEREAS, in accordance with the _____ Approval, the Residential Units are intended to address the need for rental housing for employees in Teton County, Wyoming and therefore Owner agrees it will not be owner-occupied;

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners resolved to form the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to W.S. §15-10-116, as amended, and its successors or assigns, known as the Jackson/Teton County Housing Authority ("JTCHA");

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners further resolved to create the Jackson/Teton County Affordable Housing Department ("Housing Department") who are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce this Special Restriction;

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of insert approval type (FDP, CUP, etc.) Approval, and consistent with the insert the Town of Jackson or Teton County's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the

Moved down [1]: ¶

Moved down [2]: ¶
WHEREAS,

Deleted: **WHEREAS**, ¶
¶
Owner developed property addressed as_____, _____, Wyoming 830___ for a _____square foot retail/service/office/residential/etc. building. This development generated the obligation to provide Affordable Rental Housing in accordance with _____ Approval. Owner is restricting:¶
Unit _____, with _____ number of bedrooms with Income Range_____.¶
Unit _____, with _____ number of bedrooms with Income Range_____.¶
Unit _____, with _____ number of bedrooms with Income Range_____. ¶
(hereinafter "Residential Unit" or Residential Unit Complex").

Deleted: The Income Ranges are defined in the Jackson/Teton County Housing Department Rules and Regulations enforced by the Jackson/Teton County Affordable Housing Department, such Rules and Regulations are defined in Section 1 below; ¶

Deleted: in accordance with the FDP

Deleted: is

Deleted: Declarant

Deleted:

Deleted: Declarant

Moved (insertion) [1]

Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

WHEREAS, Owner desires to adopt these Special Restrictions and declare that the Residential Units and Land shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Units and Land, and shall be enforceable by Housing Department and insert the Town of Jackson or Teton County, Wyoming

RESTRICTIONS:

NOW, THEREFORE, in satisfaction of the insert approval type (FDP, CUP, etc) Approval, and in further consideration of the foregoing Recitals, which are incorporated herein by this reference, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the Land and each Residential Unit shall be held, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity.

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS. References made herein to the "Rules and Regulations" are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures, and guidelines are on file with the Housing Department or otherwise with insert the Town of Jackson or Teton County, Wyoming, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations.

SECTION 2. RESTRICTIONS ON OCCUPANCY AND USE OF RESIDENTIAL UNIT. In addition to any restrictions included in the current Housing Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. Qualified Household. The rental, use and occupancy of the Residential Unit shall be limited to a Qualified Household as set forth below ("Qualified Household");

1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business. A "local business" means a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status

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physically located in Teton County, Wyoming, and the business serves clients or customers who are physically located in Teton County, Wyoming.

2. Income Restriction. The Qualified Household's gross income shall fall between Click here to enter income range of the median family income in Teton County, Wyoming, as determined by the current year's published Federal Department of Housing & Urban Development median family income chart for Teton County, Wyoming ("Income Cap").

3. No Teton County Residential Real Estate. No member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.

4. Initial Determination by Owner. Owner shall require each prospective renter of a Residential Unit to provide information sufficient to show eligibility as a Qualified Household under the Affordable Housing Program pursuant to the requirements of this restriction and the Housing Rules and Regulations. The determination shall be based upon written applications, representations, information and verifications, including at a minimum, a W-2 for each adult renter or other IRS filing showing source of earnings, a signed and sworn statement regarding ownership of other real estate and a list of current employer(s), hours worked as well as contact information for each employer(s) and other such information reasonably requested by the Housing Department to verify and substantiate as a Qualified Household.

5. Continuing Obligation to Remain a Qualified Household. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.

6. Occupancy. Each Residential Unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit.

7. Reporting Requirement – Housing Department Determination. Owner shall, by January 31 of each year, provide to the Housing Department a summary of the eligibility verification information contained above for each occupant of a Residential Unit as set forth on the Housing Department Template that will be provided to Owner. Upon written request by the Housing Department for supporting documentation, Owner shall provide the same within fifteen (15) business days of receipt of such written request. Additionally, Owner shall, by January 31 of each year, provide the Housing Department with its most current lease form for Residential Units. Each Residential Unit Lease must state, and it is a material consideration of this restriction, that the Housing Department has the ultimate and final authority to determine eligibility of households renting Residential Units. If the Housing Department, upon review of supporting

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documentation determines that an occupant of a Residential Unit does not qualify as a Qualified Household, the Housing Department shall have the authority to require the Owner to terminate the lease between Owner and the occupant of a Residential Unit pursuant to Sections 4 & 5 below.

B. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against insert the Town of Jackson or Teton County, Wyoming or the Housing Department, or any person affiliated with insert the Town of Jackson or Teton County, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall insert the Town of Jackson or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of insert the Town of Jackson or Teton County, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.

C. No Owner Occupancy. Owner shall not reside in or occupy the Residential Unit. For purposes of this paragraph, if Owner is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or other) or a trust, this prohibition on owner-occupancy shall extend to any partner, member, shareholder, other principal or owner of the entity, and any trustee or beneficiary of the trust.

D. Household Composition. Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate Federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.

E. Written Lease Requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.

F. Rental Term. The Residential Unit shall be offered for rent in periods of not less than six (6) months.

G. Rental Rate. The household size used to determine the median family income is based on one (1) person per bedroom. A studio Residential Unit's maximum rent will be fifteen percent (15%) less than the maximum rental rate for a one-bedroom Residential Unit. The maximum Rental Rate that may be charged for the Unit is variable annually based on the

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Housing and Urban Development Department's Median Family Income standard for Teton County, Wyoming. The Housing Department will calculate the maximum Rental Rate every year for the Unit after the Housing and Urban Development Department issues the Median Family Income for Teton County, Wyoming in the following manner: the low income limit for Teton County Wyoming (80% of median income), as provided by the US Department of Housing and Urban Development. The rent charged must include basic utilities (electric, gas, water, sewer) and trash removal. Notwithstanding the foregoing to the contrary, the rental rate charged by Owner may at any time be less than the maximum rent calculation.

Formula for one-bedroom lock-off unit maximum rents:

Low income limit for one-person household x 72% x 30% / 12 = Maximum monthly rent allowed per bedroom.

Formula for four-bedroom apartment maximum rents:
30% of 60% of the Area Median Income / 12 = Maximum monthly rent allowed per four-bedroom apartment for a 4-person household.

H. Rental Unit: Except as provided herein, the Residential Unit shall remain a rental unit for Qualified Households.

I. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of ten percent (10%) of the Rental Term in cumulative days per calendar year.

J. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.

K. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.

L. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the same may be adopted from time to time.

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M. Insurance. Owner shall keep the Residential Unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowner's association insurance), for the full replacement value of the Residential Unit.

N. Maintenance. Owner shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent and sanitary condition. This includes but is not limited to complete interior furnishings. The amenities provided including bike storage, other storage, laundry facilities, patios/balconies, and an onsite property manager must continue to remain available for use by the tenants, and must be kept in working order. In the event Owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to enter the Residential Unit and repair such condition and Owner shall reimburse Housing Department for such reasonable repair costs. Payment to Housing Department from Owner shall be due upon receipt of invoice.

O. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each owner shall comply, and cause its tenants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to Owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by Owner. Owner shall maintain such records for a period of not less than two (2) years.

P. Preference. So long as Jackson Hole Mountain Resort Corporation ("JHMR") owns or leases Residential Units, JHMR may give first-priority to rent the Residential Unit(s) they own or lease to Qualified Households of which a member of the Household is an employee of JHMR or its affiliates. If JHMR does not own or master lease the Residential Units, then the owner or another Master Tenant (as defined in Section 14) may rent the Residential Unit(s) to any Qualified Household.

SECTION 3. SALE OF THE RESIDENTIAL UNIT COMPLEX. The Residential Unit Complex may be bought and sold as Owner may determine except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Any such conveyance of a Residential Unit Complex shall be subject to these Special Restrictions. Within ten (10) days prior to the closing of the sale or other transfer of the Complex, Owner shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the new owner.

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SECTION 4. DEFAULT. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, each

of the following shall be considered a default ("Default"):

A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.

B. A violation of any term of these Special Restrictions or any laws affecting the Residential Unit.

C. Vacancy of a Residential Unit for more than sixty (60) days continuously.

D. Fraud or misrepresentation by Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

E. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially insolvent according to law, or if any assignment is made of the property of Owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or Owner's property by a court of competent jurisdiction.

In the event the Housing Department believes there to be a Default, the Housing Manager, or a Designee of the Housing Department shall send written notice to Owner of such violation, the required action to cure and the timing for such cure. If Owner disputes the Housing Department's decision, Owner shall proceed in accordance with the Rules and Regulations.

SECTION 5. DEFAULT REMEDIES. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, in addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, after notice and opportunity to cure as set forth in the preceding section, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. Specific Performance. The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance.

B. Equitable Relief. In addition to subsection A, any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or any other action authorized under the laws of the State of Wyoming.

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C. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 6. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

A. Termination. These Special Restrictions may be terminated after a determination by the insert the Town of Jackson or Teton County, Wyoming that these Special Restrictions are no longer consistent with the insert the Town of Jackson or Teton County, Wyoming goals for affordable housing.

B. Amendment. The Housing Department, the Planning Director and the then owner of the Land may modify these Special Restrictions by a signed, written amendment executed by all and recorded in the Teton County Clerk's Office against title to the Land. Notwithstanding foregoing, however, the parties shall not unreasonably withhold consent to amending these Special Restrictions to address such matters as scrivner's errors, legal descriptions or typographical errors.

SECTION 7. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and insert the Town of Jackson or Teton County. These Special Restrictions shall be prior and superior to any mortgage or lien interest encumbering the Land and/or Residential Unit Complex.

SECTION 8. NOTICES. All notices required to be served upon the parties to this Special Restriction shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address and/or owner and/or other contact information in the manner provided for giving notice.

To Housing Department:
Jackson/Teton County Affordable Housing Department
P.O. Box 714

To Owner:
Powderhorn Partners Real Estate Holdings LLC

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P.O. Box 11102
Jackson, WY 83001

Holland & Hart, LLP
Matt Kim-Miller
25 South Willow Street, Suite 200
Jackson, WY 83001

Jackson Hole Mountain Resort Corporation
Attn. Matt McCreedy
P.O. Box 290
3395 Cody Dr.
Teton Village, WY 83025
matt.mccreedy@jacksonhole.com

Hawks & Associates LC
Christopher Hawks, P.C.
199 East Pearl Avenue, Suite 103
Jackson, WY 83001

To Owner

SECTION 9. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 10. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 11. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said

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¶
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→→→P.O. Box 11102¶
→→→Jackson, WY 83001¶
¶
→→→Holland & Hart, LLP¶
→→→Matt Kim-Miller¶
→→→25 South Willow Street, Suite 200¶
→→→Jackson, WY 83001¶
¶
→→→Jackson Hole Mountain Resort Corporation¶
→→→Attn. Matt McCreedy¶
P.O. Box 290¶
→→→3395 Cody Dr.¶
→→→Teton Village, WY 83025¶
→→→matt.mccreedy@jacksonhole.com ¶
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applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 12. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 13. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 14. INDEMNIFICATION. Owner shall indemnify, defend, and hold the Housing Department and insert the Town of Jackson or Teton County, and its directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for an owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and insert the Town of Jackson or Teton County.

SECTION 15. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 14. CONSENT TO LEASE AND SUBLEASE. The Town of Jackson, JTCHA and the Housing Department specifically consent to JHMR leasing from Powderhorn Partners Real Estate Holdings LLC ("PPRE"), pursuant to a single lease (the "Master Lease"), all of the Residential Units, whereby JHMR may then sublease (the "Residential Unit Leases") Residential Units to Qualified Households of which a member of the Household is an employee of JHMR or its affiliates, subject to these Special Restrictions. These Special Restrictions shall be binding on JHMR and any future master tenant who leases Residential Units, for employee housing or otherwise (collectively, a "Master Tenant"), as landlord under the Residential Unit Leases. These Special Restrictions herein shall not apply to the Master Lease between PPRE and JHMR and/or the rent payable by a future Master Tenant to a future landlord thereunder. These Special Restrictions shall also not apply to the one-bedroom manager's unit or the one-bedroom apartment which is identified as Unit BC.

16. GOVERNMENTAL IMMUNITY. Neither insert the Town of Jackson or Teton County, JTCHA, nor the Housing Department waive governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

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SECTION 16. EMPLOYEE HOUSING CREDITS. The FDP Approval allows JHMR to apply the Units toward future development requirements pursuant to this Special Restriction and the current LDRs. The Town of Jackson, the JTCHA and the Housing Department represent, warrant and acknowledge that the ninety-two (92) employee housing credits identified in the FDP Approval are owned by JHMR, are to be allocated in increments of 4 employee housing credits per Unit, and that the sale or transfer of ownership of the Land does not sever JHMR's ownership of the employee housing credits unless JHMR specifically consents thereto in writing. As of the date hereof, JHMR has not allocated any of the Units toward any employee housing obligation they may have and as of the recording of this instrument. Each Residential Unit counts as one (1) residential unit in the employee housing requirements with a maximum of four (4) credits allocated for each Unit that may be used toward JHMR future housing requirements. If an employee housing obligation requires fewer than four (4) bedrooms, the entire four (4) credits will be used and may not be held over for additional future requirements. If and when JHMR elects to allocate a Unit toward fulfilling any of its employee housing requirements, they shall do so by a separate recorded instrument (a sample of which is attached hereto as Exhibit A) identifying each such l Unit so allocated and identifying and confirming JHMR's then remaining unused employee housing credits, which shall be adjusted accordingly.

SECTION 17. CHANGE OF OWNERSHIP OR MASTER TENANT. In the event all or any portion of the Land or Units are sold to a third party not affiliated with the owner or leased to a new Master Tenant, the owner, within thirty (30) days of such event, shall provide written notice to the Town and the JTCHA. The written notice shall provide the name, address and telephone number of the new owner and/or Master Tenant and shall be delivered as provided in Section 6 hereof.

DRAFT

IN WITNESS WHEREOF, Owner has executed this instrument on the _____ day of _____, 20____ (the "Effective Date").

OWNER:
Click here to enter name of LLC or other entity.

_____
Click here to enter Name and Title of authorized signer.

STATE OF WYOMING)
) ss.
COUNTY OFTETON)

On the _____ day of _____, 20____ the foregoing Special Restrictions for Employee Housing was acknowledged before me by Click here to enter Name of signer.as Click here to enter title of signer.ofClick here to enter name of entity.

Witness my hand and official seal.

(Seal)

_____
Notary Public

INSERT THE TOWN OF JACKSON OR TETON COUNTY:

_____
Insert name of Mayor or Chair, insert Mayor or Chair

ATTEST:

_____
Insert name of Town or County Clerk, insert Town Clerk or County Clerk

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DRAFT

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20__, the foregoing instrument was acknowledged before me by insert name of Mayor or Chair as insert Mayor or Chair of insert the Town of Jackson or Teton County Board of County Commissioners, Wyoming.

Witness my hand and official seal.

(Seal)

_____
Notary Public
My commission expires:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

_____
Insert name of Housing Manager, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20__, the foregoing instrument was acknowledged before me by Click here to enter name of Housing Manager, as Housing Manager of the Jackson/The Town of Jackson Affordable Housing Department.

Witness my hand and official seal.

(Seal)

_____
Notary Public
My commission expires:

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Exhibit A

Supplemental Restriction to Special Restrictions for Employee Housing at 655 Powderhorn Lane, Jackson, Wyoming

These Supplemental Restriction to Special Restrictions for Employee Housing at 655 Powderhorn Lane, Jackson, Wyoming ("Supplemental Restrictions") made by the Jackson Hole Mountain Resort Corporation, a Wyoming corporation ("JHMR") effective as of the , day of , 20 .

RECITALS

WHEREAS, JHMR owned and developed twenty-three (23) residential housing units on Lots 1, 2 and 3 of the Powderhorn Addition to the Town of Jackson according to that plat recorded in the Office of the Teton County Clerk, Teton County, Wyoming, on November 10, 2016 as Plat No. 1365 (the "Property") and

WHEREAS, JHMR, the Town of Jackson, Wyoming and the Jackson/Teton County Housing Authority are party to Special Restrictions for Employee Housing at 655 Powderhorn Lane, Jackson, Wyoming, 83001, which were recorded in the Office of Teton County Clerk on [DATE], in Book of Photo at Pages to , as Document No. (the "Special Restrictions"); and

WHEREAS, pursuant to the Final Development Permit Approval for 655 Powderhorn Lane (Permit Nos. P13-024, 025, 026), JHMR has the right to dedicate Residential Units (as defined in the Special Restrictions) to JHMR's future employee housing requirements; and

WHEREAS, pursuant to the Special Restrictions, when JHMR dedicates a Residential Unit to a JHMR employee housing requirement; JHMR is obligated to record these Special Restrictions identifying the Residential Units so encumbered and identifying the allocation of JHMR's employee housing credits; and

NOW THEREFORE, JHMR hereby declares as follows:

Residential Unit No. of Building No. , located on Lot of the Powderhorn Addition to the Town of Jackson according to that plat recorded in the Office of the Teton County Clerk, Teton County, Wyoming, on November 10, 2016 as Plat No. 1365 is hereby dedicated to satisfy units of JHMR employee housing obligation arising out of Town of Jackson or Teton County Development Permit No. .

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Following recordation of these Supplemental Restrictions, JHMR shall have Residential Units remaining at the Property that shall be available to JHMR to satisfy future JHMR employee housing requirements.

JHMR:
Jackson Hole Mountain Resort Corporation, a Wyoming corporation.

By: _____
Its: _____

STATE OF _____)
_____) ss.
COUNTY OF _____)

On the _____ day of _____, 20____, the foregoing Supplemental Restrictions were acknowledged before me by _____ as _____ of Jackson Hole Mountain Resort Corporation, a Wyoming corporation.

Witness my hand and official seal.

_____ (Seal)

_____
Notary Public

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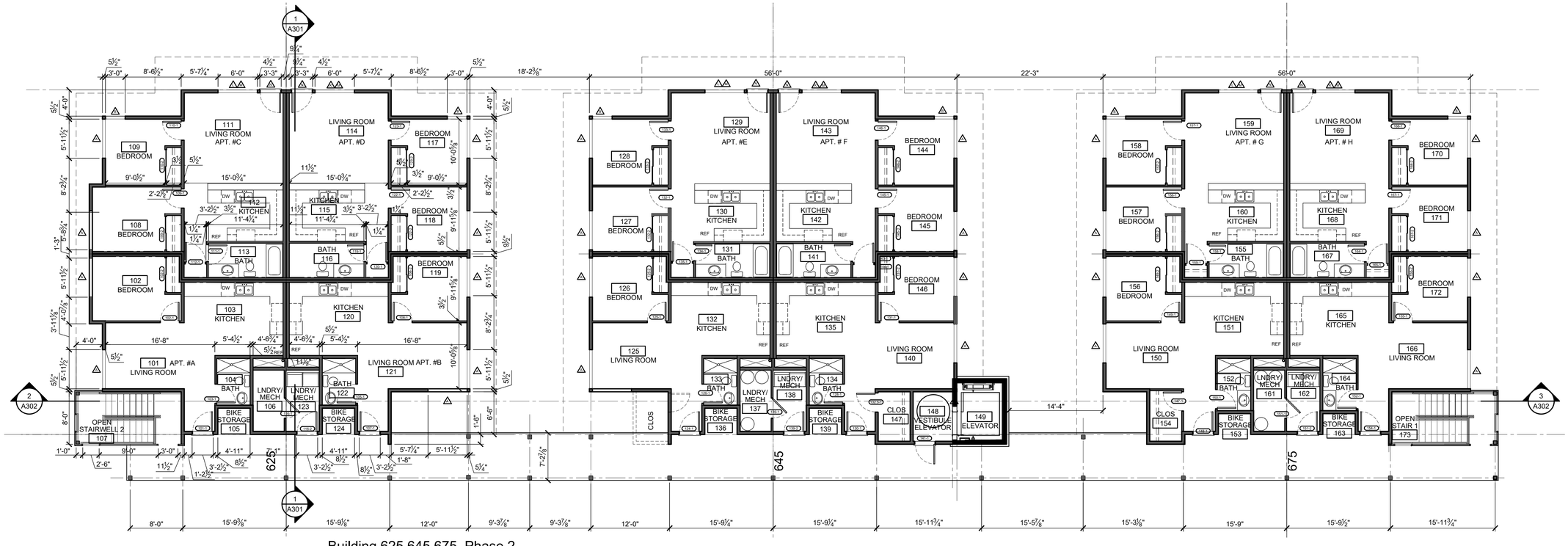
Appendix D

Building Elevations
Floor Plans
Images of Buildings
Exterior Building Lighting

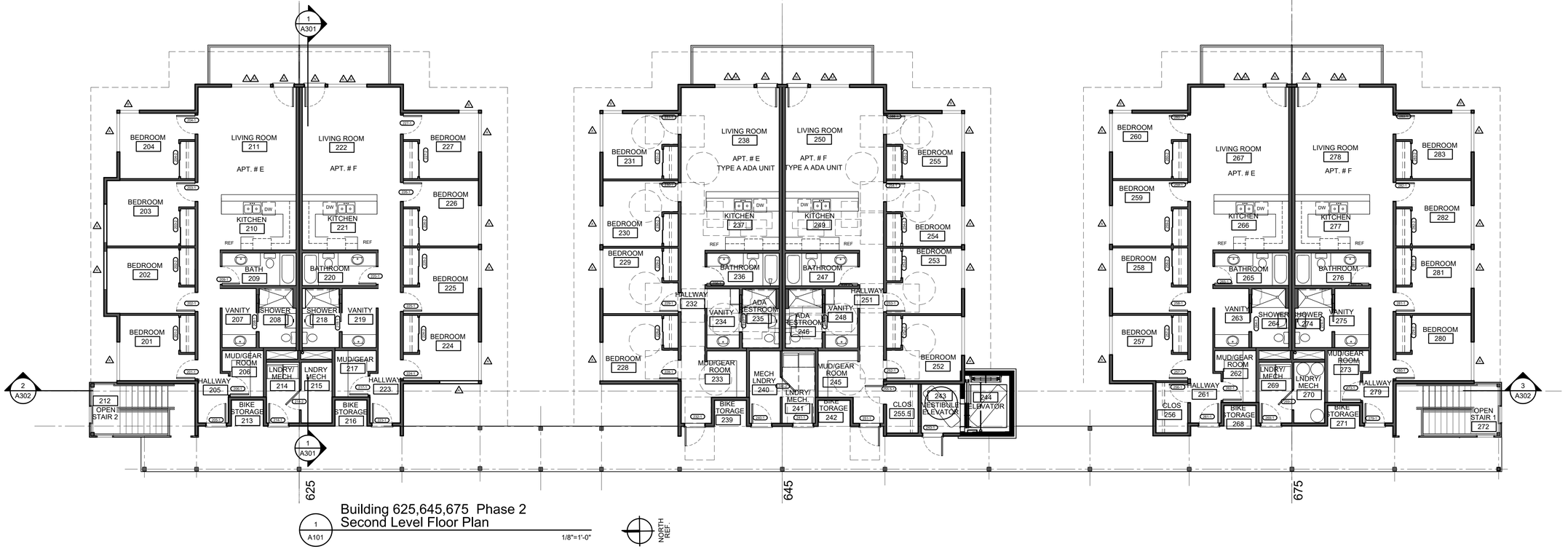
HOYT architects
Jackson Wyoming
307.733.9955



Building 625,645,675 Phase 2
Main Level Floor Plan

1/8"=1'-0"

NORTH REF.



Building 625,645,675 Phase 2
Second Level Floor Plan

1/8"=1'-0"

NORTH REF.

NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

JHMR EMPLOYEE HOUSING

625, POWDERHORN LN
JACKSON WYOMING

BT
BH

LICENSED ARCHITECT GEORGE B. HOYT (B-0139) STATE OF WYOMING

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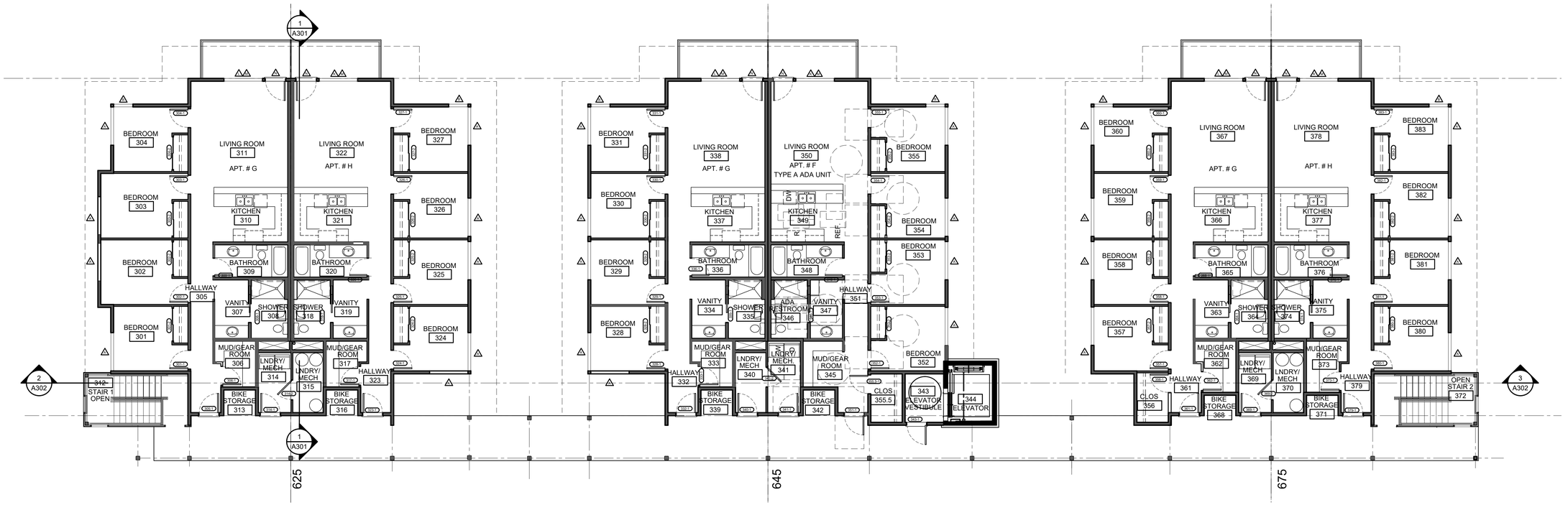
DRAWN BY |
CHECKED BY |
REVISIONS

BUILDING 625,645,675
MAIN & SECOND LEVEL
FLOOR PLANS

A101



1 A102 — Building 625,645,675 Phase 2
Third Level Floor Plan

1/8"=1'-0"

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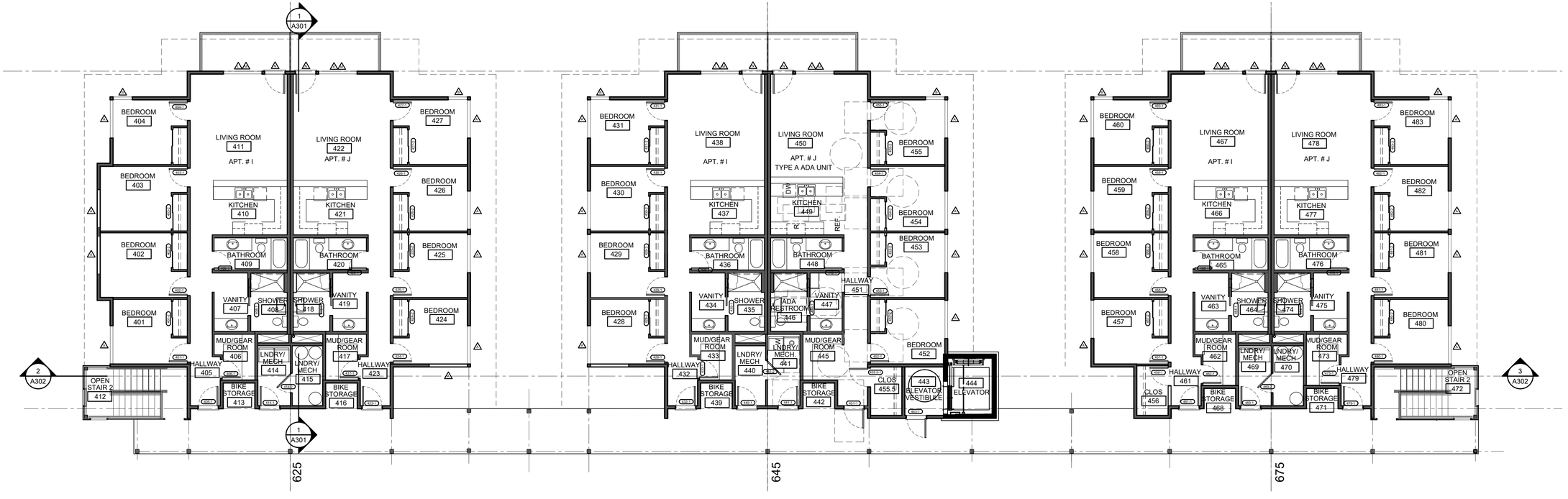

1 A102 — Building 625,645,675 Phase 2
Fourth Level Floor Plan

1/8"=1'-0"

NORTH REF.

HOYT architects
Jackson Wyoming
307.733.9955

JHMR EMPLOYEE HOUSING

625, POWDERHORN LN
JACKSON WYOMING

BT
BH

LICENSED ARCHITECT
GEORGE B. HOYT
(B-0139)
STATE OF WYOMING

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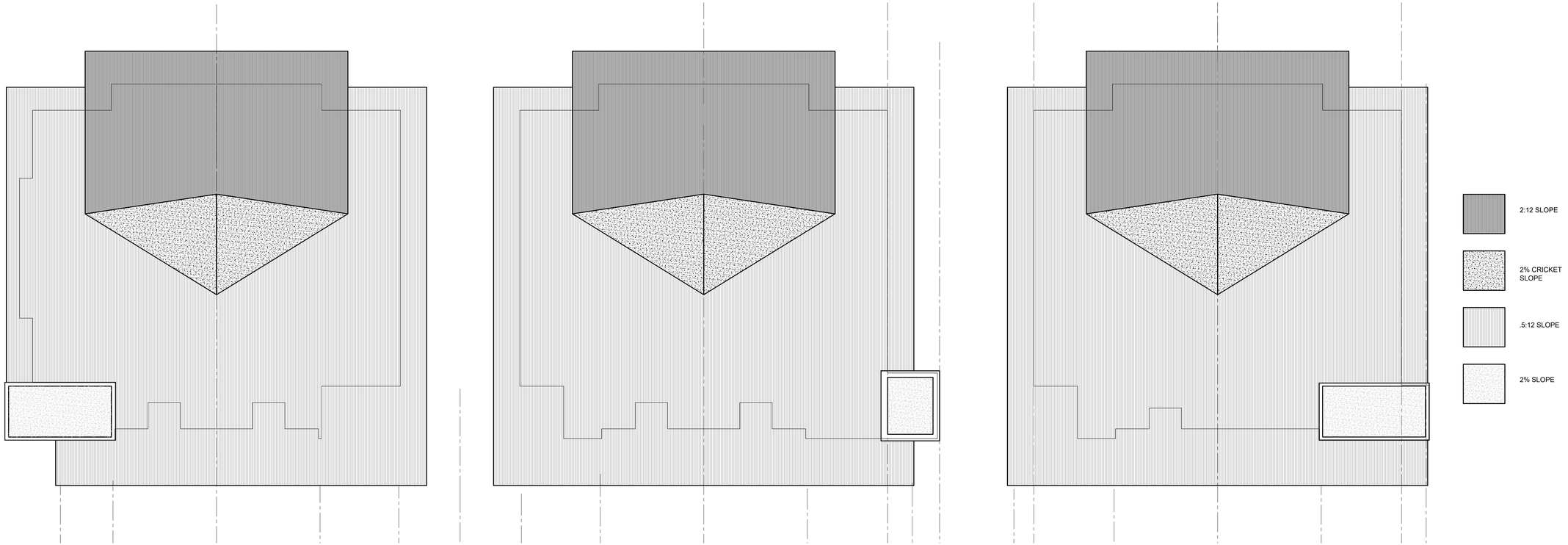
REVISIONS

NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

BUILDING 625,645,675
THIRD & FOURTH LEVEL
FLOOR PLANS

A102

EXTERIOR MATERIAL SCHEDULE	
MATERIAL	**DESCRIPTION**
1. FIBER CEMENT PANELS (HORIZONTAL)	FIBER CEMENT BOARD 2'X5' PANELS APPLIED IN A HORIZONTAL RUNNING BOND PATTERN. PROVIDE 3/4" MIN. RAIN SCREEN PER MANUF. GUIDELINES.
2. FIBER CEMENT PANELS (VERTICAL)	FIBER CEMENT BOARD 2'X5' PANELS APPLIED IN A VERTICAL RUNNING BOND PATTERN. PROVIDE 3/4" MIN. RAIN SCREEN PER MANUF. GUIDELINES.
3. CORRUGATED METAL	RUSTED CORRUGATED METAL SIDING.
4. METAL FLASHING	INSTALL PAINT-LOCK METAL FLASHING AT LOCATIONS SHOWN IN ARCHITECTURAL DETAILS AND DICTATED BY GOOD CONSTRUCTION PRACTICE. ALL EXPOSED FLASHING TO BE PAINT-LOCK METAL. ROOF FLASHING COMPONENTS (ENDWALLS AND ROOF PITCH TRANSITIONS) TO BE 20 OZ. CURB AND SIDEWALL FLASHING TO EXTEND A MINIMUM OF 8" UP SIDE OF WALL AND 4" OVER ROOFING. OTHER FLASHING COMPONENTS, SUCH AS DRIP CAPS,PARAPET COPING, & SIDING TO TRIM CONNECTIONS TO BE 16 OZ WITH ½" HEM AT EXPOSED BOTTOM EDGE. ALL FLASHING TO FOLLOW GUIDELINES REFERENCED IN THE "SMACNA" MANUAL. MATCH METAL FLASHING COLOR WITH ABUTTING MATERIAL'S COLOR. VERIFY COLORS WITH ARCHITECT/OWNER.
5. ROOFING	SEE ROOFING SCHEDULE.
6. ROOF FASCIA	FIBER CEMENT BOARD FASCIA TRIM. COLOR TBD & TO BE OWNER/ARCHITECT APPROVED.
7. EXPOSED DECK STRUCTURE	STEEL & WOOD BEAMS & COLUMNS. SEE STRUCT.
8. GUARDRAILS	SEE STRUCTURAL & ARCHITECTURAL DRAWINGS FOR SIZES. PRIMED AND PAINTED. COLOR TBD. PROVIDE SAMPLES FOR OWNER/ARCHITECT APPROVAL.
9. WINDOWS	FIBERGLASS WINDOWS. SEE WINDOW SCHED.
10. WINDOW/DOOR TRIM	5/4 FIBER CEMENT BOARD TRIM. PLACE ON EDGE AROUND WINDOWS & DOORS. COLOR TBD & TO BE OWNER/ARCHITECT APPROVED.
11. DECKING	2X COMPOSITE DECKING. COLOR TO BE GRAY. INSTALL WITH (2) NON-CORROSIVE SCREWS PER BOARD PER JOIST. GAP 1/8" BETWEEN BOARDS.
12. CONCRETE PATIO/STAIRS	BROOMED FINISH. SEE STRUCTURAL
13. EXPOSED METAL DECKING	SEE STRUCT.
14. CONCRETE FOUNDATION	SEE STRUCTURAL DRAWINGS FOR FOUNDATION DETAILS.
15. EXTERIOR LIGHTING	EXTERIOR WALL SCONCE TBD BY OWNER. ALL EXTERIOR LIGHTING SHALL COMPLY WITH TOWN OF JACKSON LDRs.
16. ROOF PENETRATIONS	SEE ROOFING SCHEDULE.
17. SOFFIT	FIBER CEMENT BOARD SMOOTH SOFFIT. COLOR TBD & TO BE OWNER/ARCHITECT APPROVED.
18. UTILITY METER & ENTRY BOX	BUILD HOUSING W/ PAIR OF DOORS AROUND ELECTRICAL METER & ENTRY. SEE ELEVS. & DOOR SCHED.
19. WINDOW CLADDING TRIM	16 OZ PAINT LOCK METAL TO MATCH WINDOW COLOR.
20. MECHANICAL GRILLE	SEE MECH.
NOTES	1. ALL EXTERIOR COLORS TO BE APPROVED BY OWNER & ARCHITECT PRIOR TO APPLICATION/INSTALLATION.
	2. MATERIALS SAMPLES/CUT SHEETS SHALL BE PROVIDED UPON REQUEST.



1 A105 Building 625, 645, 675 ROOF PLAN

1/8"=1'-0"

HOYT architects
Jackson Wyoming
307.733.9955

NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

625, POWDERHORN LN
JACKSON WYOMING

JHMR EMPLOYEE HOUSING

BT
BH

LICENSED ARCHITECT
GEORGE B. HOYT
(B-0123)
STATE OF WYOMING

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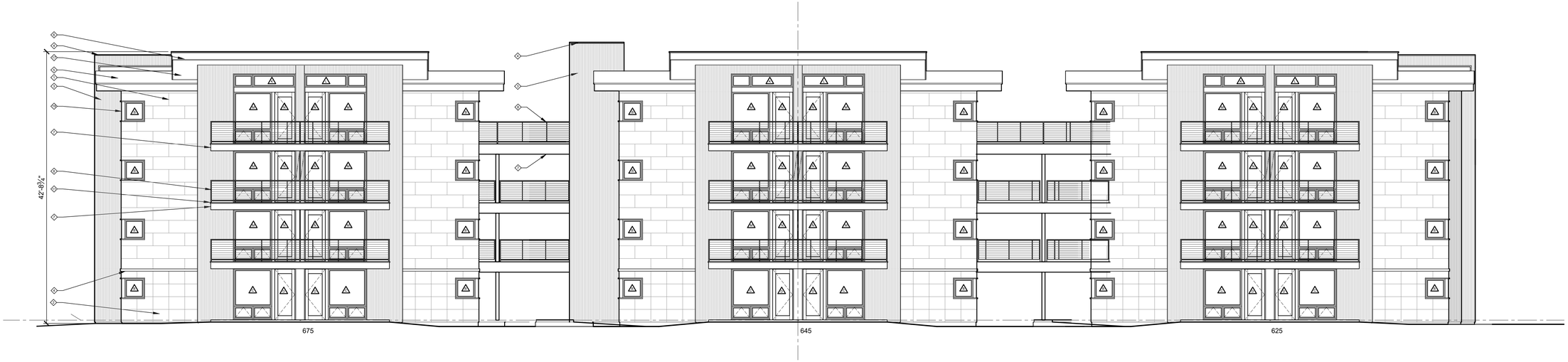
REVISIONS

BUILDINGS 625,645,675
ROOF
PLAN

A104

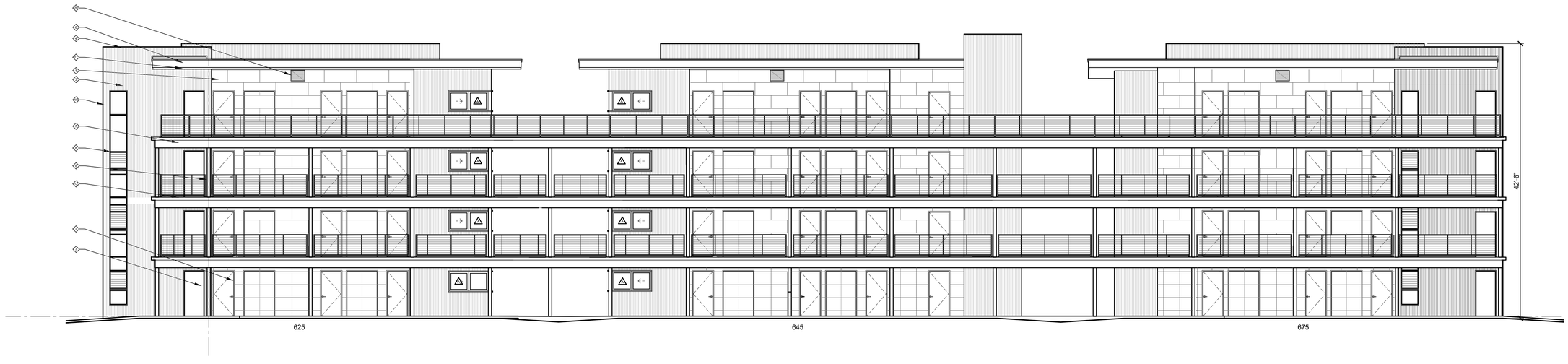


1 A201

Building 625,645,675
East Elevation

1/8"=1'-0"

EXTERIOR MATERIAL SCHEDULE	
MATERIAL	**DESCRIPTION**
1. FIBER CEMENT PANELS (HORIZONTAL)	FIBER CEMENT BOARD 2'X5' PANELS APPLIED IN A HORIZONTAL RUNNING BOND PATTERN. PROVIDE 3/4" MIN. RAIN SCREEN PER MANUF. GUIDELINES.
2. FIBER CEMENT PANELS (VERTICAL)	FIBER CEMENT BOARD 2'X5' PANELS APPLIED IN A VERTICAL RUNNING BOND PATTERN. PROVIDE 3/4" MIN. RAIN SCREEN PER MANUF. GUIDELINES.
3. CORRUGATED METAL	RUSTED CORRUGATED METAL SIDING.
4. METAL FLASHING	INSTALL PAINT-LOCK METAL FLASHING AT LOCATIONS SHOWN IN ARCHITECTURAL DETAILS AND DICTATED BY GOOD CONSTRUCTION PRACTICE. ALL EXPOSED FLASHING TO BE PAINT-LOCK METAL. ROOF FLASHING COMPONENTS (ENDWALLS AND ROOF PITCH TRANSITIONS) TO BE 20 OZ. CURB AND SIDEWALL FLASHING TO EXTEND A MINIMUM OF 8" UP SIDE OF WALL AND 4" OVER ROOFING. OTHER FLASHING COMPONENTS, SUCH AS DRIP CAPS,PARAPET COPING, & SIDING TO TRIM CONNECTIONS TO BE 16 OZ WITH ½" HEM AT EXPOSED BOTTOM EDGE. ALL FLASHING TO FOLLOW GUIDELINES REFERENCED IN THE "SMACNA" MANUAL. MATCH METAL FLASHING COLOR WITH ABUTTING MATERIAL'S COLOR. VERIFY COLORS WITH ARCHITECT/OWNER.
5. ROOFING	SEE ROOFING SCHEDULE.
6. ROOF FASCIA	FIBER CEMENT BOARD FASCIA TRIM. COLOR TBD & TO BE OWNER/ARCHITECT APPROVED.
7. EXPOSED DECK STRUCTURE	STEEL & WOOD BEAMS & COLUMNS. SEE STRUCT.
8. GUARDRAILS	SEE STRUCTURAL & ARCHITECTURAL DRAWINGS FOR SIZES. PRIMED AND PAINTED, COLOR TBD. PROVIDE SAMPLES FOR OWNER/ARCHITECT APPROVAL.
9. WINDOWS	FIBERGLASS WINDOWS. SEE WINDOW SCHED.
10. WINDOW/DOOR TRIM	5/4 FIBER CEMENT BOARD TRIM. PLACE ON EDGE AROUND WINDOWS & DOORS. COLOR TBD & TO BE OWNER/ARCHITECT APPROVED.
11. DECKING	2X COMPOSITE DECKING. COLOR TO BE GRAY. INSTALL WITH (2) NON-CORROSIVE SCREWS PER BOARD PER JOIST. GAP 1/8" BETWEEN BOARDS.
12. CONCRETE PATIO/STAIRS	BROOMED FINISH. SEE STRUCTURAL
13. EXPOSED METAL DECKING	SEE STRUCT.
14. CONCRETE FOUNDATION	SEE STRUCTURAL DRAWINGS FOR FOUNDATION DETAILS.
15. EXTERIOR LIGHTING	EXTERIOR WALL SCONCE TBD BY OWNER. ALL EXTERIOR LIGHTING SHALL COMPLY WITH TOWN OF JACKSON LDRs.
16. ROOF PENETRATIONS	SEE ROOFING SCHEDULE
17. SOFFIT	FIBER CEMENT BOARD SMOOTH SOFFIT. COLOR TBD & TO BE OWNER/ARCHITECT APPROVED.
18. UTILITY METER & ENTRY BOX	BUILD HOUSING W/ PAIR OF DOORS AROUND ELECTRICAL METER & ENTRY. SEE ELEVS. & DOOR SCHED.
19. WINDOW CLADDING TRIM	16 OZ PAINT LOCK METAL TO MATCH WINDOW COLOR.
20. MECHANICAL GRILLE	SEE MECH.
NOTES	1. ALL EXTERIOR COLORS TO BE APPROVED BY OWNER & ARCHITECT PRIOR TO APPLICATION/INSTALLATION.
	2. MATERIALS SAMPLES/CUT SHEETS SHALL BE PROVIDED UPON REQUEST.



2 A201

Building 625, 645, 675
West Elevation

1/8"=1'-0"

HOYT architects
Jackson Wyoming
307.733.9955

625, POWDERHORN LN
JACKSON WYOMING

JHMR EMPLOYEE HOUSING

BT

LICENSED ARCHITECT
GEORGE B. HOYT (B-0139)
STATE OF WYOMING

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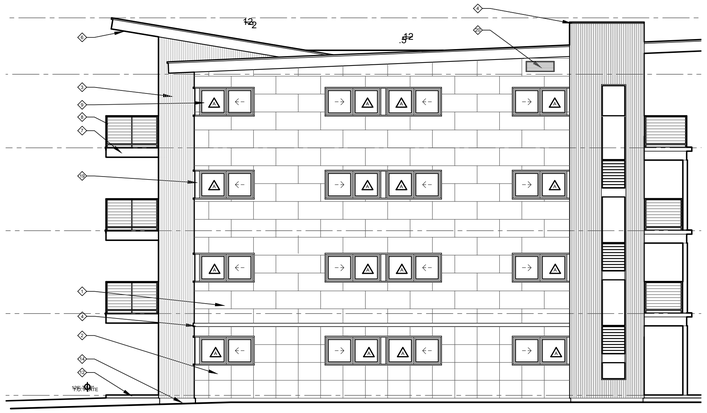
CHECKED BY |
REVISIONS

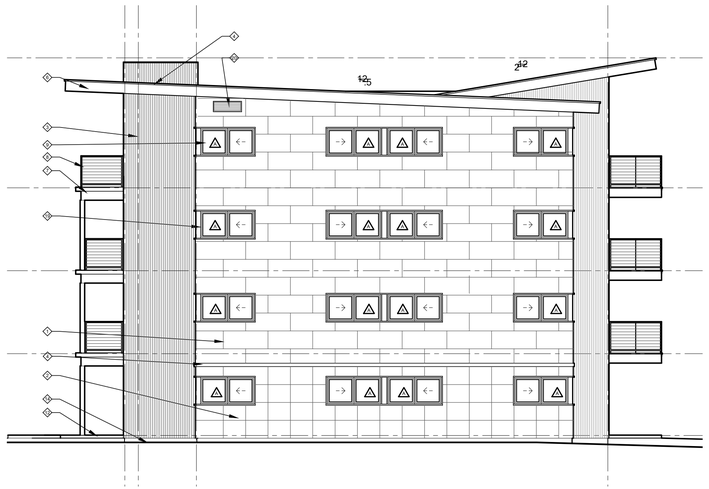
NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

BUILDING 625, 645, 675
EXTERIOR
ELEVATIONS

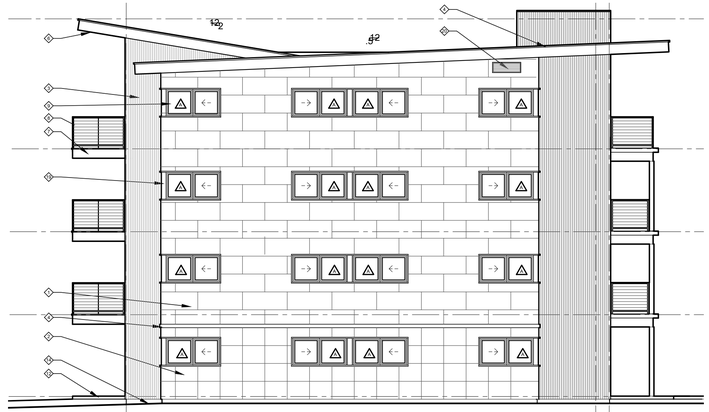
A201



5 A202 — Building 625 North Elevation — 1/8"=1'-0"



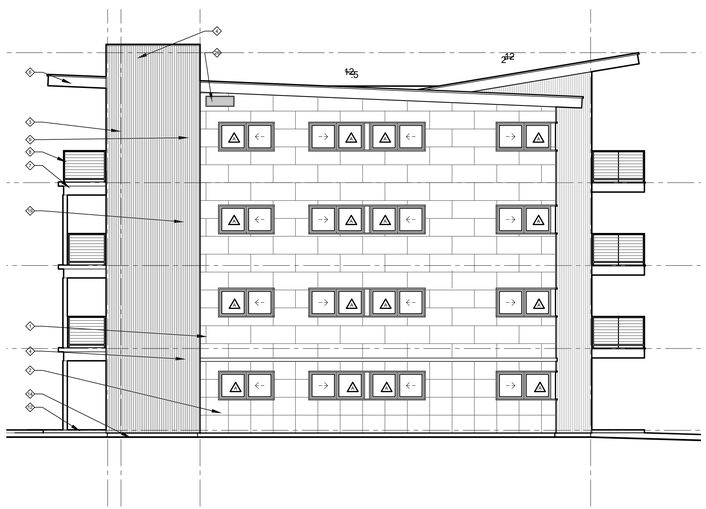
3 A202 — Building 625 South Elevation — 1/8"=1'-0"



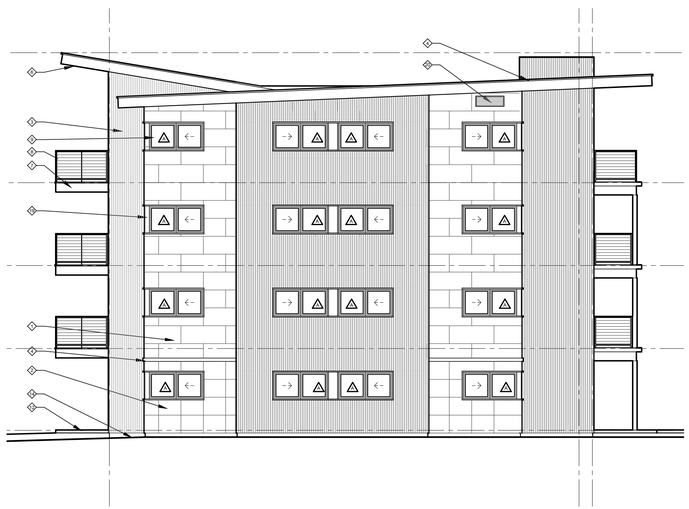
1 A202 — Building 645 North Elevation — 1/8"=1'-0"

EXTERIOR MATERIAL SCHEDULE	
MATERIAL	**DESCRIPTION**
1. FIBER CEMENT PANELS (HORIZONTAL)	FIBER CEMENT BOARD 2'X5' PANELS APPLIED IN A HORIZONTAL RUNNING BOND PATTERN. PROVIDE 3/4" MIN. RAIN SCREEN PER MANUF. GUIDELINES.
2. FIBER CEMENT PANELS (VERTICAL)	FIBER CEMENT BOARD 2'X5' PANELS APPLIED IN A VERTICAL RUNNING BOND PATTERN. PROVIDE 3/4" MIN. RAIN SCREEN PER MANUF. GUIDELINES.
3. CORRUGATED METAL	RUSTED CORRUGATED METAL SIDING.
4. METAL FLASHING	INSTALL PAINT-LOCK METAL FLASHING AT LOCATIONS SHOWN IN ARCHITECTURAL DETAILS AND DICTATED BY GOOD CONSTRUCTION PRACTICE. ALL EXPOSED FLASHING TO BE PAINT-LOCK METAL. ROOF FLASHING COMPONENTS (ENDWALLS AND ROOF PITCH TRANSITIONS) TO BE 20 OZ. CURB AND SIDEWALL FLASHING TO EXTEND A MINIMUM OF 8" UP SIDE OF WALL AND 4" OVER ROOFING. OTHER FLASHING COMPONENTS, SUCH AS DRIP CAPS,PARAPET COPING, & SIDING TO TRIM CONNECTIONS TO BE 16 OZ WITH ½" HEM AT EXPOSED BOTTOM EDGE. ALL FLASHING TO FOLLOW GUIDELINES REFERENCED IN THE "SMACNA" MANUAL. MATCH METAL FLASHING COLOR WITH ABUTTING MATERIAL'S COLOR. VERIFY COLORS WITH ARCHITECT/OWNER.
5. ROOFING	SEE ROOFING SCHEDULE.
6. ROOF FASCIA	FIBER CEMENT BOARD FASCIA TRIM. COLOR TBD & TO BE OWNER/ARCHITECT APPROVED.
7. EXPOSED DECK STRUCTURE	STEEL & WOOD BEAMS & COLUMNS. SEE STRUCT.
8. GUARDRAILS	SEE STRUCTURAL & ARCHITECTURAL DRAWINGS FOR SIZES. PRIMED AND PAINTED. COLOR TBD. PROVIDE SAMPLES FOR OWNER/ARCHITECT APPROVAL.
9. WINDOWS	FIBERGLASS WINDOWS. SEE WINDOW SCHED.

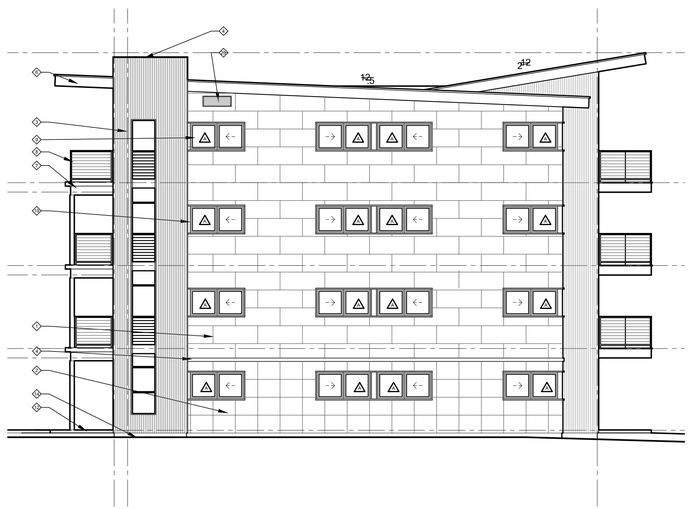
10. WINDOW/DOOR TRIM	5/4 FIBER CEMENT BOARD TRIM. PLACE ON EDGE AROUND WINDOWS & DOORS. COLOR TBD & TO BE OWNER/ARCHITECT APPROVED.
11. DECKING	2X COMPOSITE DECKING. COLOR TO BE GRAY. INSTALL WITH (2) NON-CORROSIVE SCREWS PER BOARD PER JOIST. GAP 1/8" BETWEEN BOARDS.
12. CONCRETE PATIO/STAIRS	BROOMED FINISH. SEE STRUCTURAL
13. EXPOSED METAL DECKING	SEE STRUCT.
14. CONCRETE FOUNDATION	SEE STRUCTURAL DRAWINGS FOR FOUNDATION DETAILS.
15. EXTERIOR LIGHTING	EXTERIOR WALL SCONCE TBD BY OWNER. ALL EXTERIOR LIGHTING SHALL COMPLY WITH TOWN OF JACKSON LDRs.
16. ROOF PENETRATIONS	SEE ROOFING SCHEDULE.
17. SOFFIT	FIBER CEMENT BOARD SMOOTH SOFFIT. COLOR TBD & TO BE OWNER/ARCHITECT APPROVED.
18. UTILITY METER & ENTRY BOX	BUILD HOUSING W/ PAIR OF DOORS AROUND ELECTRICAL METER & ENTRY. SEE ELEVS. & DOOR SCHED.
19. WINDOW CLADDING TRIM	16 OZ PAINT LOCK METAL TO MATCH WINDOW COLOR.
20. MECHANICAL GRILLE	SEE MECH
NOTES	1. ALL EXTERIOR COLORS TO BE APPROVED BY OWNER & ARCHITECT PRIOR TO APPLICATION/INSTALLATION.
	2. MATERIALS SAMPLES/CUT SHEETS SHALL BE PROVIDED UPON REQUEST.



6 A202 — Building 645 South Elevation — 1/8"=1'-0"



4 A202 — Building 675 North Elevation — 1/8"=1'-0"



3 A202 — Building 675 South Elevation — 1/8"=1'-0"

HOYT architects
Jackson Wyoming
307.733.9955

JHMR EMPLOYEE HOUSING

625, POWDERHORN LN
JACKSON WYOMING

BT
BH

LICENSED ARCHITECT
GEORGE B. HOYT (B-0143)
STATE OF WYOMING

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PHASE

00.00.0000
DRAWN BY |
CHECKED BY |
REVISIONS

NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

BUILDINGS 625,645,675
EXTERIOR
ELEVATIONS

A202

SLIM12

12, 18 and 26 Watt SLIM wall packs are ultra efficient and deliver impressive light distribution with a compact low-profile design that's super easy to install as a downlight or uplight.

Color: Bronze

Weight: 4.5 lbs

Project:	**Type:**
Prepared By:	**Date:**

Driver Info

Type	Constant Current
120V	0.12A
208V	0.08A
240V	0.07A
277V	0.06A
Input Watts	15.70W
Efficiency	76%

LED Info

Watts	12W
Color Temp	5100K (Cool)
Color Accuracy	75 CRI
L70 Lifespan	100,000
Lumens	1,932
Efficacy	123.1 LPW

Technical Specifications

Listings

UL Listed:

Suitable for wet locations. Suitable for mounting within 1.2m (4ft) of the ground.

ADA Compliant:

SLIM™ is ADA Compliant

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

DLC Listed:

This product is listed by Design Lights Consortium (DLC) as an ultra-efficient premium product that qualifies for the highest tier of rebates from DLC Member Utilities.DLC Product Code: PMV178BC

Construction

IP Rating:

Ingress Protection rating of IP66 for dust and water

Cold Weather Starting:

Minimum starting temperature is -40°C (-40°F)

Maximum Ambient Temperature:

Suitable for use in 40°C (104°F)

Housing:

Precision die-cast aluminum housing

Mounting:

Heavy-duty mounting bracket with hinged housing for easy installation

Recommended Mounting Height:

Up to 8 ft

Lens:

Tempered glass lens

Reflector:

Specular thermoplastic

Gaskets:

High-temperature silicone

Finish:

Formulated for high durability and long-lasting color

Green Technology:

Mercury and UV free. RoHS-compliant components.

LED Characteristics

LED:

Multi-chip, long-life LED

Lifespan:

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations

Color Consistency:

7-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color

Color Stability:

LED color temperature is warrantied to shift no more than 200K in CCT over a 5-year period

Color Uniformity:

RAB's range of CCT (Correlated Color Temperature) follows the guidelines for the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

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Technical Specifications (continued)

Other

Patents:

The design of the SLIM™ is protected by patents in U.S. Pat D681,864, and pending patents in Canada, China, Taiwan and Mexico.

HID Replacement Range:

Replaces 70W Metal Halide

Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Optical

BUG Rating:

B1 U1 G0

Electrical

Driver:

Constant Current, Class 2, 100-277V, 50/60 Hz., 4KV surge protection, 120V: 0.14A, 208V: 0.08A, 240V: 0.07A, 277V: 0.06A

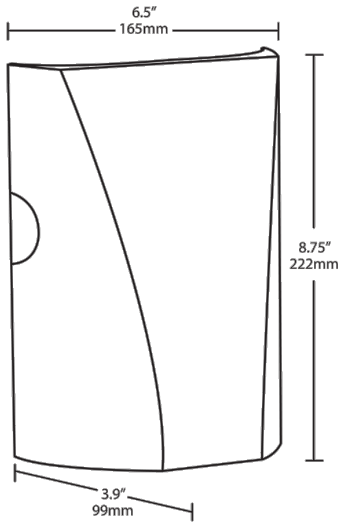
THD:

7.7% at 120V, 13.3% at 277V

Power Factor:

99.4% at 120V, 95.4% at 277V

Dimensions



Features

- Full cutoff, fully shielded LED wall pack
- Can be used as a downlight or uplight
- Contractor friendly features for easy installation
- 100,000-hour LED Life
- 5-Year, No-Compromise Warranty

Ordering Matrix

Family	Wattage	Color Temp	Finish	Driver	Options
SLIM	12				
	12 = 12W **18 =** 18W **26 =** 26W	**Blank =** 5000K (Cool) **N =** 4000K (Neutral) **Y =** 3000K (Warm)	**Blank =** Bronze **W =** White	**Blank =** Standard (120-277V) **/D10 =** Dimmable	**Blank =** No Option **/PC =** 120V Button **/PC2 =** 277V Button **/LC =** Lightcloud® Controller

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Project Plan Review History

PLANNING

Project Number	P20-045		**Applied**	3/9/2020	STOL
Project Name	DevPlan - Powderhorn Emp Housing		**Approved**		
Type	DEVPLAN		**Closed**		
Subtype			**Expired**		
Status	STAFF REVIEW		**Status**		

Applicant Collins Planning Associates **Owner** POWDERHORN HOUSING LLC

Site Address	City	State	Zip
625 POWDERHORN LN			

Subdivision	Parcel No	General Plan
	22411632443004	

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Building Kelly Sluder (3/26/2020 8:40 AM KS) The new construction will be required to meet the current adopted building codes.	APPROVED W/CONDITI	3/20/2020	4/10/2020	3/26/2020	
Fire Kathy Clay (3/24/2020 12:11 PM CLAY) See pre-app notes dated 12/10/19.	APPROVED W/CONDITI	3/20/2020	4/10/2020	3/24/2020	See Notes
Joint Housing Dept Stacy Stoker (4/22/2020 10:33 AM SAS) All resricted units will be required to meet the Livability Standards in the Jackson/Teton County Housing Department Rules and Regulations. The applicant will be required to submit a Livability Standards Questionnaire, which can be obtained from the Housing Department, along with floor plans of the units including demensions and furniture placement. Approval from the Housing Department must be received prior to issuance of a Building Permit. The applicant must designate which units are to be restricted to mitigate for the 4th floor allowance and provide square footage for the units. Prior to issuance of Certificate of Occupancy, the following shall occur: -All banked units and 4th floor mitigation units will be required to have a Workforce Housing Restriction recorded. -The applicant must meet with the Housing Department to review the compliance process. -The Housing Department shall inspect the units. -A Housing Mitigation Agreement is required to be recorded. The applicant has submitted Redlined Affordable Rental restrictions. The Jackson/Teton County Housing Rules and Regulations do not allow changes to the Standard Restriction Templates. The Town Council can consider changes to the Templates on a case by case basis, however approval is rare. The Housing Department will work with the Legal Department and the applicant on the Restriction and the Housing Mitigation Agreement to help find a way to resolve this.	APPROVED W/CONDITI	3/20/2020	4/15/2020	4/22/2020	
Legal Lea Colasuonno		3/20/2020	4/15/2020		

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Parks and Rec Steve Ashworth (3/23/2020 12:04 PM STOL) Landscape plantings and planting details look good..no comment on P20-045,046. Andy Erskine, CPSI	NO COMMENT	3/20/2020	4/10/2020	3/23/2020	
Pathways Brian Schilling (4/16/2020 3:45 PM STOL) No additional comments from Pathways. The applicant has addressed all our conditions.	NO COMMENT	3/20/2020	4/15/2020	4/16/2020	
Planning Paul Anthony		3/20/2020	4/15/2020		
Police Todd Smith		3/20/2020	4/15/2020		
Public Works Jeff Silliman (4/16/2020 2:34 PM JSIL) Development Plan – APPROVED P20-045 ADDRESS: 625, 645, 675 Powderhorn Lane OWNER: Powderhorn Housing LLC. APPLICANT: Collins Planning Associates 4/16/2020 Jeff Silliman, 733-3079 DATE OF SUBMITTAL: 3/18/2020 DATE OF MATERIALS: REVISION NO.: The engineering division has reviewed your application for a DEVELOPMENT PLAN submitted on and with application materials as dated above. CONDITIONS OF APPROVAL 1. Water, sewer and stormwater utilities associated with this development shall be privately owned.	APPROVED	3/20/2020	4/15/2020	4/16/2020	see notes
START Darren Brugmann (3/23/2020 8:11 AM STOL) No comments from START at this time.	NO COMMENT	3/20/2020	4/10/2020	3/23/2020	

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: JULY 30, 2020
MEETING DATE: AUGUST 3, 2020

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: PAUL ANTHONY
PRESENTER: PAUL ANTHONY

SUBJECT: **ITEMS P20-089 & P20-092:** DEVELOPMENT PLAN AND ADMINISTRATIVE ADJUSTMENT TO DEVELOP A NEW LODGING BUILDING AT 175 NORTH JACKSON STREET

APPLICANT: Y2 CONSULTANTS – HAL HUTCHINSON

OWNER: HARRISON HOSPITALITY PROPERITES

REQUESTED ACTION

The applicant is requesting approval of a Development Plan and Administrative Adjustment for the Rusty Parrot's new 40-room lodging building which includes a restaurant and health spa at the property located at 175 N. Jackson Street.

APPLICABLE REGULATIONS

Section 8.3.2 Development Plan
Section 8.8.1 Administrative Adjustment

LOCATION

The subject property is described as Part of Lots 1, 2 & 3, Block 4, Jackson Addition to the Town of Jackson, and is addressed as 175 N. Jackson Street. An aerial photo and zoning map are shown on the following page:

W Gill Ave
175
Flat Creek
N Jackson St
N Millward St

CR-2
W Gill Ave
175
Flat Creek
N Jackson St
N Millward St
P/SP

BACKGROUND

Existing Site Characteristics

The subject property, located at the southwest corner of W. Gill Avenue and N. Jackson Street, is within the DC zone and Lodging Overlay. The site is located at the western end of W. Gill Avenue which dead-ends at Flat Creek. The surrounding zoning to the north is Commercial Residential – 2 (CR-2), to the east is Public / Semi-Public (P/SP (Miller Park)), to the south is DC, and west is Neighborhood High Density – 1 (NH-1). The site consists of three town lots, each 50' x 140', totaling 0.48 acres or 21,000 sf. Historically the site was home to the Rusty Parrot and consisted of two structures: a two-story, 33-room hotel with attached restaurant and a 789 sf, two-story health spa building. Unfortunately in November 2019 the lodging facility succumbed to a devastating fire which damaged the building beyond repair and has since been demolished. The health spa building still remains and there are currently no plans for it to be incorporated into future development. Vehicular access to the site is currently from both Jackson and Gill.

PROJECT DESCRIPTION

General Overview

Request #1: Development Plan for a new 40-room hotel: As a result of the fire in 2019, the owners of the Rusty Parrot decided to rebuild the site at 175 N. Jackson Street with a new three-story lodging facility with a restaurant, health spa and underground parking (30 spaces). The project will include 40 conventional lodging units, 1 on-site deed restricted unit, a 934 sf restaurant, and a 1,734 sf health spa in a total of approximately 31,000 sf of habitable floor area (with about 26,902 sf of that being above ground). With regards to vehicular access, the project includes a one-way porte-cochere entrance off of N. Jackson Street with a one-way exit onto W. Gill Avenue. Valet services will be provided and guest's vehicles will be stored in the underground garage which is accessed off W. Gill Avenue. Below is a breakdown of each floor by use and size:

LEVEL	SIZE	USE
Basement	4,500 sf	Garage, Spa, Mechanical, Staff Space
1st Floor	7,235 sf	Lobby, Office, Spa, Restaurant
2nd Floor	11,407 sf	24 Lodging Units
3rd Floor	8,260 sf	16 Lodging Units
TOTAL	**31,402 sf**	

Request #2: Administrative Adjustment to reduce the Pedestrian Frontage: The applicant is also requesting approval of an Administrative Adjustment to reduce the required pedestrian frontage from 13'6" to 12'3" on the Jackson Frontage. The stated justification for the request stems from the fact that the existing property boundaries are slightly skewed and do not run parallel. The reduction in width will only impact the furnishing zone between the sidewalk and the building. The applicant will be providing a compliant 5'-wide planting area and 6'-wide sidewalk, but with a smaller 1'3"-wide furnishing zone.

Affordable Housing Credit and Requirement

The applicant calculates that the property has a housing credit under Sec. 6.3.2.A.1 in the LDRs of 8.111 units. This is based on the historical uses (since December 18, 1995) of Hotel, Restaurant and Service uses (Original Rusty Parrot). According to the applicant, the existing credit of 8.111 units does not cover the new requirement which they have calculated as 9.641 units. The applicant is proposing to satisfy their requirement by deed restricting an off-site unit located at 355 W. Deloney Avenue, Unit A-1. This unit is a 744 sf two-bedroom unit in the Meadowbrook Village condominiums. Instead of paying the fee-in-lieu for the remaining

fractional amount, the applicant is proposing to build an 623 sf one-bedroom unit on-site and deed restrict is as a workforce unit.

Other Related Applications

The applicant has recently been approved for two variances by the Board of Adjustment on July 15, 2020, which were submitted in conjunction with this Development Plan. The first variance approved 32' of curb cut along W. Gill Avenue where the LDRs allow a maximum curb cut of 24'. The other variance approved Trees in Lawn as the pedestrian frontage type over the required Trees in Grates frontage. In both cases, the Board of Adjustment determined that the variances were reasonable and resulted in a greater public benefit than would be provided through a strict application of the LDRs.

2-Year Deadline Request

The applicant has requested that the deadline for building permit submittal be two years from the time of Development Plan approval instead of 18 months. In addition, the applicant has requested that the deadline for building permit submittal be two years from the time of Administrative Adjustment approval instead of 1 year.

STAFF ANALYSIS

Development Plan Review

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. This project requires a Development Plan because the project's 26,902 sf of qualifying floor area falls within the 19,500 sf – 39,000 sf threshold range for a Development Plan in the DC Zone. Staff finds that the information submitted by the applicant to be appropriate for reviewing the proposed development at this final Development Plan.

Conformance with the Comprehensive Plan

This site is located Character District 2: Town Commercial Core and Subarea 2.3: Downtown. This is a *Transitional* area intended for redevelopment with a mixture of 2 to 3-story commercial and residential buildings, a high level of pedestrian and transit connection, high-quality public spaces, and a high concentration of tourist-related accommodations and services. Parking should be hidden or underground and buildings should create an attractive street wall to encourage pedestrian activity. Other than street trees, landscaping and green areas are minimal and largely provided on a voluntary basis. Staff finds that the project is consistent with these goals but please see the section on Findings for Development Plans for staff's more detailed analysis on the project's conformance with the Comprehensive Plan.

Conformance with Other Applicable Regulations

Staff finds that the application complies with the dimensional standards in the DC zone as shown in the table below and discussed further in this section.

	DC	Proposed	Complies?
FAR	1.3 base max (27,300 sf)	1.28 base (26,902 sf)	Yes
LSR	n/a	n/a	Yes

Plant Units	n/a	n/a (8 street trees provided + 17 internal trees and 33 perennials)	Yes
Minimum Lot Size	5,000 sf	21,000 sf	Yes
Height	42’ (< 5:12 roof pitch) 46’ (≥ 5:12 roof pitch)	46’ (≥ 5:12 roof pitch)	Yes
Density	n/a	n/a	Yes
Parking	0.75 space per lodging unit = 30 + 1 space for on-site residential unit = 1	31 spaces in underground garage + 7 on-street spaces + 2 historical credits.	Yes
Max Curb Cut (Jackson)	24’	20’	Yes
Max Curb Cut (Gill)	24’	32’	Yes (Variance approved)
Primary Street Setback (Jackson)	0’ – 5’	0’ – 5’	Yes
Secondary Street Setback (Gill)	0’ – 5’	0’ – 5’	Yes
Rear Setback (west)	0’ or 5’	5’	Yes
Side Interior (south)	0’ or 5’	5’	Yes
Street Façade Width	80% of primary and secondary street	94% for primary (Jackson) and 95% for secondary (Gill)	Yes
3rd Story Stepback	10’ with 60% encroachment allowed	10’ and < 60% encroachment	Yes
Pedestrian Frontage	13’-6” with Trees in Grate	13’-6” (Gill) and 12’-3” (Jackson) both Trees in Lawn	No (Admin Adjustment requested for reduction in width & Variance approved for Trees in Lawn)

Landscaping

There is no landscaping requirement for this project because the DC zone has no LSR requirement. However, the applicant has provided a landscaping plan (stamped by WY Landscape Architect) that shows a variety of plantings (perennials and tall grasses) along the front facades on both sides. These plantings not only help to break up the mass of the buildings but they add greenery to the public view while helping to define the public and private realms along the sidewalk. Additional trees, shrubs, grasses and outdoor amenities (i.e. spas, seating, etc.) are proposed within the private courtyard creating a private area for hotel guests to gather. The project also proposes 8 new street trees (Patmore Ash) as part of their pedestrian frontage requirement. These

trees will provide shade and screening of the project and help to create an attractive sidewalk experience for all users.

Site Design

The proposed site plan is consistent with the goals of the DC zone by providing a strong street wall, street-level entrances, ample landscaped sidewalks, an internal courtyard with private open space, and an underground parking lot that hides all parking from public view. New sidewalks will be installed on both Jackson Street and Gill Avenue that will significantly improve pedestrian safety and function along the frontage of this project. Since no sidewalks currently exist on this side of Jackson Street and Gill Avenue, this project will set the tone for this area. Street trees and planter boxes will further improve the street experience for residents and visitors alike.

In addition, the applicant has proposed a bulb-out on the corner of Jackson and Gill which will prove helpful with designing ADA ramps, improving safety for pedestrian crossings and traffic calming. Generally speaking, when designing bulb-outs it is desirable to design them in pairs or at all 4 corners of an intersection. However, bulb-outs can be done at one corner and still be effective. The Town recently approved a single bulb-out for the Glenwood/Gill Condo project (Hole in the Ground) one block east of the subject site. The idea is that when the other 3 corner lots develop, they too will include bulb-outs and incrementally improve safety and movement of pedestrians at the intersection. Staff supports the bulb-out in this location and finds that it sets an appropriate tone for this area and compliments the corner design of the project.

Building Design

The building is 3-stories with a pitched roof design and is a maximum of 46’ in height. The design uses a 3rd-story step-back and other additive and subtractive elements to vary the façade and roof lines to create interest and shadow lines. The exterior materials bring a quality finish and primarily consist of stone with horizontal and vertical wood siding. Several units on the 2nd and 3rd floor have small private balconies and the 3rd floor includes a large balcony for gatherings in the northeast corner. These private open space elements help break up the mass of the building and create active outdoor spaces. In addition, a generous-sized outdoor private courtyard is included behind the building which includes ample landscaping and gathering space. The DRC reviewed this project on May 13, 2020, and unanimously supported the design as presented.

Vehicular Access / Circulation

Vehicular access to the project includes a drive-thru porte-cochere at the corner of Jackson and Gill and an underground parking garage accessed from Gill Avenue. Guests staying at the hotel would enter the site off Jackson Street (entrance only) and temporarily park in the guest porte-cochere while they check in. The porte-cochere has room for 5-6 vehicles. Valet staff would then drive guest vehicles out onto Gill Avenue (exit only) and park them in the underground parking garage. The underground parking garage is accessed from Gill Avenue adjacent to the alley entrance, so it does not use the alley.

Staff acknowledges that vehicular entrances/exits close to street corners can cause conflicts with pedestrian movement or cause congestion at intersections as a result of vehicles queuing in the street while they wait to enter the site. However, the subject site is at the dead end of Gill Avenue and along the perimeter of the DC zone which has far less pedestrian and vehicular activity than typical properties in the downtown core. In addition, the applicant has met the 30’ parking setback (measured from the property line) on both Jackson and Gill and the 50’ corner setback for driveways (measured from the back of curb). Staff finds that the proposed circulation plan is not anticipated to have significant negative impacts on pedestrians or vehicles.

Parking

As mentioned above, on-site parking will be provided within an underground parking garage accessed from Gill Avenue. The proposal includes 31 on-site spaces which satisfies the LDR requirements. Below is the breakdown for parking:

- 40 Lodging Units @ 0.75 spaces per unit = 30 spaces
- 1 One-Bedroom Deed Restricted Unit = 1 space
- Restaurant and Spa = 0 spaces (ancillary to hotel, thus no parking required)
- 2 historical parking credits + 7 on-street spaces = 9 credits (cannot be used for lodging or residential, but can serve as additional parking for restaurant and spa)
- TOTAL REQUIRED = 31 on-site spaces

As shown above, the site carries 2 historical parking credits + 7 street spaces (3 on Gill & 4 on Jackson). Although these cannot apply to lodging or residential uses, they can be used to mitigate public use of the restaurant and spa. As noted in the applicant's submittal, 90% of restaurant and spa use are from lodging guests with a small percentage of use from the public. No parking requirement will be applied to the restaurant or spa because most guests using these services are already parked under the lodging use.

Affordable/Workforce Housing

Sec. 6.3.2.A.1 in the LDRs allows properties to get an affordable housing credit for any uses on the site established from December 19, 1995, to the present. Essentially, whichever uses generate the highest mitigation requirement during this period create a credit of equal value that can be used to offset the housing requirement of new development or redevelopment on the same site.

The below table provides a summary of the affordable housing mitigation plan. Additional detail is provided after the table.

Mitigation Requirement (Base 1.3 FAR)
Proposed: 40 new conventional lodging units + 934 sf restaurant + 1,734 sf service/spa (includes basement square footage for purposes of calculating affordable housing) Requirement: 10.037 deed-restricted units Credit for existing/historical uses: • 33 Lodging Units (Rusty Parrot) = 6.742 units • Restaurant = 1.029 units • Service (Spa) = 0.340 units Total Credits = 8.111 units (see below for explanation) **Requirement:** 10.037 - 8.111 = 1.926 units (This requires the provision of (1) two-bedroom unit at 80-120 Area Median Income (AMI) + a fee of $382,206.24 for the remaining 0.926 unit.

The applicant is currently proposing to deed restrict an off-site unit located at 355 W. Deloney Avenue, Unit A-1. This unit is a 744 sf two-bedroom unit in the Meadowbrook Village condominiums. The applicant will be required to work with the Housing Department to ensure the unit meets all livability standards prior to submittal of a building permit for the hotel.

The remaining 0.926 unit requirement, just shy of a full unit, generates a fee of $382,206.24. When a second unit is required, the type of unit must be a studio or one-bedroom at <50% AMI. In this case, a second unit was almost required, thus the fee is calculated based on the value of a studio or one-bedroom at <50% AMI, which is valued at $412.749.72 (i.e. 0.926 x $412,749.72 = $382,206.24).

As previously stated, the applicant has elected to build and deed restrict a 1-bedroom unit on-site as part of the new hotel in exchange for paying the fee. The applicant originally stated they were proposing a workforce restriction, but later stated they would provide a deed restriction at 80-120% AMI. Staff is generally supportive when applicants elect to build a unit instead of paying the fee, however the type of restriction is an important detail because the value of unit being provided should be based on the dollar amount of the fee. For this reason staff is recommending that the deed restriction be 50-80% AMI because the fee amount ($382,206.24) is closer to the value of a 50-80% AMI unit (valued at $355,724.36) than it is to the value of an 80-120% AMI unit (valued at $174,346.22). The chart below is the currently adopted housing fee ordinance which shows the value of each AMI range based on bedroom count. Both Planning and the Housing Department recommend the unit be 50-80% AMI, however the Town Council has the final decision on this matter and may choose to allow the restriction to be 80-120% AMI.

Currently Adopted Affordable Workforce Housing Fees-In-Lieu (Resolution 19-21):

	1-Bedroom Unit	2-Bedroom Unit	3-Bedroom Unit
< 50% Median Income	$ 412,749.72	$ 558,323.58	$ 719,089.29
< 80% Median Income	$ 355,724.36	$ 485,965.98	$ 641,527.35
< 120% Median Income	$ 174,346.22	$ 271,953.24	$ 416,437.21
Workforce	$ 15,981.29	$ 71,009.20	$ 201,040.22

Administrative Adjustment for Pedestrian Frontage

Section 2.2.1.C (final paragraph) in the LDRs allows the Planning Director to establish a lesser pedestrian frontage pursuant to the Administrative Adjustment procedure in Section 8.8.1. Rather than setting an objective standard to limit the extent of the modification, such as the 20% applied to many of the standards subject to Administrative Adjustments, the LDRs state the pedestrian frontage can be modified to be more consistent with the existing sidewalk and the desired pedestrian frontages in the Community Streets Plan.

The applicant's request is to reduce the required pedestrian frontage from 13'6" to 12'3" on the Jackson frontage. This request does not require moving the location of curb or narrowing the street. The reason for request is that the site survey revealed that the property lines are not entirely parallel resulting in a slightly

skewed polygon. Instead of adjusting the building, the applicant is seeking to reduce the furnishing zone from 2'6" to 1'3". The applicant would still be providing a compliant 5'-wide attached planting area and 6'-wide sidewalk. Staff finds that due to the skewed polygon, a slight adjustment to the pedestrian width is justifiable and will not compromise the more important aspects of the pedestrian frontage, which are the planting area and sidewalk. In addition, when properties to the south develop and install their required pedestrian frontage, they will not be affected by this adjustment and should be able to easily connect their sidewalk to the Rusty Parrot's. Finally, although the furnishing zone will be slightly reduced, the applicant is planting grasses and perennials within the furnishing zones along both the Jackson and Gill sides which is encouraged but not required. Visually, the reduction in the furnishing zone width along Jackson Street will be negligible from the street view due to the generous amount of landscaping provided, especially considering this zone requires no landscaping at all.

Consistent with staff's previous approach, even though the Planning Director is typically the final decision-maker on Administrative Adjustments, whenever a request for an Administrative Adjustment is contained within a larger application that requires Council approval, the Planning Director elevates approval to the Council for the final decision. Please see below the findings for an Administrative Adjustment as drafted by staff.

Infrastructure / Bulb-Out / Cost Share

As a result of the existing outdated infrastructure near the dead end of W. Gill Avenue, storm-water does not properly drain at the southwestern corner of Gill Avenue and Jackson Street causing pools of water to form which freeze during winter. Because this issue is located in the Town right-of-way, the Town is responsible for maintenance when ice pools are created. The applicant prefers to install a new storm-water system that solves this issue, however that plan, based on the applicant's estimates, is more costly and would only be financially feasible if the Town participated in a share of the cost. Part of the preferred storm-water plan involves the use of the proposed bulb-out which adds significant cost to the design. In addition, the preferred storm-water plan with the bulb-out is not required. The applicant could meet their storm-water requirements with a normal curb and gutter.

The applicant has initiated a cost-share discussion with staff to gauge the Town's level of interest in sharing the cost of storm-water infrastructure that may benefit the Town. Staff has indicated that we are willing to discuss the issue but that we will need a more specific request, including proposed costs for each side and what infrastructure the costs are related to. Any cost-sharing agreement would likely take the form of a Development Agreement. At the time of this writing, the applicant has not provided a written request for a cost-sharing agreement that can be presented to the Council for consideration. However, the applicant may raise this issue during the hearing so staff wanted to provide Council this summary as an introduction. Please note that because the applicant does not know whether the Council is interested in sharing costs, the applicant requests the flexibility to design a normal curb and gutter or the bulb-out. This way if the Town is not interested in sharing costs, the owner is not required to amend the Development Plan in the future to build a regular corner treatment.

Staff does not have a preference between a normal curb and gutter or the bulb-out. Either curb design would allow the development to meet both the 30 foot parking setback and the 50 foot curb cut setback for corner properties. If the Council is also comfortable with allowing flexibility for the final curb design, staff has drafted a 3rd condition for the Development Plan:

> 3. The final curb design for the corner of the site, which shall either be the proposed bulb-out design or a standards corner design, shall be determined by staff, unless the Council enters into

a cost sharing agreement for storm-water infrastructure in which case the bulb-out shall be the approved curb design.

Planning Commission / Board of Adjustment

The Planning Commission reviewed these items on July 15, 2020 and unanimously recommended approval to the Town Council. The Commissioners modified the first Development Plan condition related to the type of restriction that should be recorded against the on-site one-bedroom unit. Although staff is recommending a 50-80% AMI restriction because of comparative dollar values between the fee-in-lieu and the value of a 50-80% AMI unit, the Planning Commission ultimately sided with the applicant in their proposal for an 80-120% AMI restriction. Below under the recommendations staff laid out both the Planning Director and Planning Commission recommendations which only differ on condition #1 under the Development Plan.

On July 15, 2020, the Board of Adjustment reviewed and approved two variances: a variance allowing 32' of curb cut along the Gill Avenue frontage where the LDRs allow a maximum curb cur of 24', and a variance allowing a Trees in Lawn pedestrian frontage on both Gill and Jackson where the LDRs require a Trees in Grates pedestrian frontage.

PUBLIC COMMENT

The property owner immediately to the west (Les and Afton Jones) provided written comment which expressed interest and concern over how the construction staging will impact access to their home which is directly from the alley. In addition, the comment also expressed concern that all project lighting meet the Town's standards so as to have minimal impact on their property. Furthermore, the comments expressed concerns over existing storm-water issues in-and-around the alley, in particular storm water that does not drain properly in the alley near the southwestern corner of the applicant's property.

Staff also received public comment from Clarene Law who supports the rebuilding of the Rusty Parrot hotel.

STAFF FINDINGS

Development Plan. All 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.*

   This site is located Character District 2: Town Commercial Core and Subarea 2.3: Downtown of the 2012 Comprehensive Plan. The following is the vision for Subarea 2.3:

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

   The goal of this subarea is to create a vibrant mixed use area by accommodating a variety of uses and amenities. The subarea will be the starting point for the development of a refined Lodging Overlay boundary and future discussion of the type and size of lodging desired. A key challenge will be to

provide a balance between lodging and long-term residential housing. Future structures will be predominantly mixed use, while multifamily structures will be allowed if it properly addresses the street. Commercial uses that create an active and engaging pedestrian experience will be predominantly located on the first and second floors of buildings. Examples of these uses include restaurants, bars, a variety of retail shops and commercial amusement. Furthermore, as portions of the subarea will be located within a future Downtown Retail Shopping District, uses such as office, residential and lodging will be predominantly located on upper floors.

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

Complies. The proposed project meets the general purpose and goals of Subarea 2.3. In particular, by providing underground parking, an attractive street wall, a mix of uses, and urban-type landscaping (e.g., street-level grasses), the project has addressed many of the desired characteristics for this part of Town. In addition, the DRC has reviewed this project and approved it for Development Plan with positive comments regarding all characteristics of the design. Finally, the provision of two deed restricted units meets the Comprehensive Plan's goals of creating deed-restricted workforce housing in locations close to jobs, services, and transit.

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. Staff finds that by meeting the affordable housing requirement, the proposed development meets this policy goal. The applicant will be providing a two-bedroom affordable deed restricted unit off-site at 80-120% AMI. In addition, instead of paying the fee-in-lieu for the 0.926 unit requirement, the applicant will be providing a deed restricted unit on-site. Staff has recommended that this unit be restricted as 50-80% AMI.

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

Complies. Redeveloping this property with new lodging units, restaurant and spa will help support the "lights on" goals for downtown by adding visitors and new residents within easy walking distance to all the shops, amenities, and transportation options of downtown Jackson.

4.2.c: Create vibrant walkable mixed use subareas

Complies. The proposed mixed-use redevelopment will provide new sidewalks on W. Gill Avenue and N. Jackson Street which will improve pedestrian safety and set the tone for this area which currently has no sidewalks. In addition, the proposed development will add tourist-oriented services (i.e. lodging, restaurant and health spa) within the pedestrian heart of downtown.

4.2.d: Create a Downtown Retail Shopping District

Complies: While no retail is proposed with this project, the addition of visitor lodging facilities within easy walking distance of the stores and restaurants of downtown will help support a vibrant, year-round retail district in the downtown.

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

Complies. The proposed project will replenish the 33 lodging units that were lost by providing 40 new lodging units. These units are within walking and biking distance to the Town Square Area.

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

Complies. Staff finds that by meeting the affordable housing requirement, the proposed development meets this policy goal. The applicant will be providing a two-bedroom affordable deed restricted unit off-site at 80-120% AMI. In addition, instead of paying the fee-in-lieu for the 0.926 unit requirement, the applicant will be providing a deed restricted unit on-site. Staff has recommended that this unit be restricted as 50-80% AMI.

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

Complies. The Rusty Parrot is a local business that has been in the Valley for a number of years. This proposed development will replenish the jobs that were lost due to the structure fire in 2019.

6.2.c: Encourage local entrepreneurial opportunities

Not applicable.

6.3.a: Ensure year-round economic viability

Complies. While no retail is proposed with this project, the addition of visitor lodging facilities within easy walking distance of the stores and restaurants of downtown will help support a vibrant, year-round retail district in the downtown.

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

Complies. The proposed redevelopment will provide visitor accommodations in the heart of downtown Jackson where all of the alternative modes of travel – walking, biking, and transit – are convenient and readily available.

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

   Not applicable. The property is not located within the Natural Resource Overlay (NRO) or Scenic Resources Overlay (SRO).

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 project will not have significant impacts on public facilities and infrastructure.

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

   Complies. The DRC reviewed the project prior to submittal of this Development Plan and approved it as presented. No changes to the design have occurred since the DRC last reviewed it.

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

   Complies. Staff finds that the application meets the base and bonus standards of the LDRs, assuming the Administrative Adjustment and Variances are approved.

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

   Complies. Staff finds this Development Plan to be consistent with the previously approved variances for access and pedestrian frontage type.

Administrative Adjustment. Pursuant to Section 8.8.1 Administrative Adjustment of the Land Development Regulations, the findings for an Administrative Adjustment Section 8.8.1.C must be made:

A. Purpose

The purpose of an administrative adjustment is to allow minor adjustments to certain requirements and numerical standards in these LDRs based on specific review standards. The intent is to provide relief when application of a standard creates practical difficulties in advancement of Comprehensive Plan goals or zoning district purposes.

B. Applicability

An application may be made for administrative adjustment of the following standards of the LDRs per Subsection B. Applicability

1. *Landscape Surface Ratio may be adjusted up to 20%.*
2. *Structure setbacks, not including setbacks from natural resources, may be adjusted up to 20%.*
3. *Site development setbacks, not including setbacks from natural resources, may be adjusted up to 20%.*
4. *Fencing height and setbacks may be adjusted up to 20%.*

5. *Grade of developable slopes may be adjusted up to 20%.*
6. *Any dimensional standard of a building frontage may be adjusted up to 20%*
7. *Building façade width may be adjusted up to 20%*
8. *Wildlife friendly fencing may be adjusted as allowed by 5.1.2.E.*
9. *Standard plant units may be adjusted as allowed by 5.5.3.F.3.*
10. *Sign standards may be adjusted as allowed by 5.6.1.B.2*
11. *Parking requirement may be adjusted as allowed by 6.2.2.A.1.*
12. *Pedestrian frontage standards may be adjusted as allowed by 2.2.1.C*

Staff finds that the request for approval of a minor adjustment to the "Trees in Lawn" from the "Trees in Grates" pedestrian frontage meets the applicability of allowance #12 above.

C. <u>Findings</u>
An administrative adjustment shall be approved upon finding the application:

1. ***Complies with the applicability standards of this Section;***

   Complies. As stated above, the application is in compliance with allowance #12 of the applicability requirements.

2. ***Either:***
   a. ***Compensates for some unusual constraint of the site or proposal that is not shared by landowners generally, or***
   b. ***Better protects natural and scenic resources, or***
   c. ***Better supports the purpose of the zone;***

   Complies. Based upon Finding 2.a, staff finds that because the property boundaries are slightly skewed, that the requested adjustment helps to compensate for this existing condition.

3. ***Is consistent with the purpose of the zone and the desired future character for the area described in the Comprehensive Plan;***

   District 2: Town Commercial Core
   Subarea 2.3: Downtown
   Classification: Transitional
   Neighborhood Form: Town

   Complies. Please see the Comprehensive Plan findings above in Finding #1 for Development Plan. The approval of the pedestrian frontage request would help to create a new compliant sidewalk which will improve pedestrian safety and create an attractive amenity for visitors of the site. Promoting walking and creating inviting and functional streetscapes are central goals of the DC zone.

4. ***Will not pose a danger to the public health or safety; and***

   Complies. The request to reduce the 13'6" pedestrian frontage width by up to 1'3" will not impact the width of the road nor impact the 5' wide planting area or 6'-wide sidewalk. In addition, the request would improve pedestrian safety if approved, so staff finds that the modest request should not pose a danger to the public health or safety.

5. ***The site is not subject to a series of incremental administrative adjustments that circumvent the purpose of this Section.***

Complies. This property has not been the subject of previous administrative adjustments and there is no apparent indication that future administrative adjustments are planned or necessary.

ATTACHMENTS

Department Reviews
Applicant Submittal
Public Comment

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

Item A: The Planning Director and Planning Commission recommend **approval** of the Administrative Adjustment (P20-092) to reduce the pedestrian frontage from 13'6" to 12'3" along the Jackson Street frontage for the property located at 175 N. Jackson Street, subject to the department reviews and the following condition:

1. If a building permit is not submitted within 2 years of Administrative Adjustment approval, the Administrative Adjustment shall expire.

Planning Director Recommendation for Item B

Item B: The Planning Director recommends **approval** of a Development Plan (P20-089) for a new 26,902 sf, 3-story lodging building for the property located at 175 N. Jackson Street, subject to the department reviews and the following conditions:

1. The on-site deed restricted one-bedroom unit shall be recorded as a 50-80% AMI unit.
2. If a building permit is not submitted within 2 years of Development Plan approval, the Development Plan shall expire.

Planning Commission Recommendation for Item B

Item B: The Planning Commission recommends approval of a Development Plan (P20-089) for a new 26,902 sf, 3-story lodging building for the property located at 175 N. Jackson Street, subject to the department reviews and the following conditions:

1. The on-site deed restricted one-bedroom unit shall be recorded as an 80-120% AMI unit. *[NOTE: This is different from staff's recommendation]*
2. If a building permit is not submitted within 2 years of Development Plan approval, the Development Plan shall expire.

SUGGESTED MOTIONS

Item A: Based upon the findings as presented in the staff report and made by the applicant for Item P20-092**,** I move to make findings 1-5 as set forth in Section 8.8.1.C (Administrative Adjustment) of the Land Development Regulations related to 1) applicability; 2) unusual constraint, better protects natural or visual resources, or better supports purpose of zone; 3) consistency with zone or Comprehensive Plan; 4) danger to public safety; and 5) incremental administrative adjustments, and move to **approve** an Administrative

Adjustment to reduce the pedestrian frontage from 13'6" to 12'3" along the Jackson Street frontage for the property located at 175 N. Jackson Street, subject to the departmental reviews and this staff report dated July 30, 2020, and the following condition:

1. If a building permit is not submitted within 2 years of Administrative Adjustment approval, the Administrative Adjustment shall expire.

Item B: Based upon the findings as presented in the staff report and made by the applicant for Item P20-089, 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 to **approve** a Development Plan for a new 26,902 sf, 3-story lodging building for the property located at 175 N. Jackson Street, subject to the departmental reviews and this staff report dated July 30, 2020, and the following conditions:

1. The on-site deed restricted one-bedroom unit shall be recorded as an 80-120% AMI unit. *[NOTE: This is different from staff's recommendation]*
2. If a building permit is not submitted within 2 years of Development Plan approval, the Development Plan shall expire.

Project Plan Review History

PLANNING

Project Number P20-092
Project Name Admin Adjustment - Rusty Parrot
Type ADMINISTRATIVE ADJUS
Subtype
Status STAFF REVIEW

Applied 5/8/2020 STOL
Approved
Closed
Expired
Status

Applicant Y2 Consultants
Owner HARRISON HOSPITALITY

Site Address	City	State	Zip
175 N JACKSON STREET	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
JACKSON ORIGINAL-TOWNSITE	22411628411001	

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Building Kelly Sluder (5/13/2020 8:34 AM KS) Building plans must meet the current adopted building codes and amendements	APPROVED W/CONDITI	5/8/2020	5/29/2020	5/13/2020	
Fire Kathy Clay	NO COMMENT	5/8/2020	5/29/2020	5/13/2020	
Joint Housing Dept Stacy Stoker		5/8/2020	5/29/2020		
Legal Lea Colasuonno		5/8/2020	5/29/2020		
Parks and Rec Steve Ashworth		5/8/2020	5/29/2020		
Pathways Brian Schilling		5/8/2020	5/29/2020		
Planning Tyler Valentine (7/10/2020 10:51 AM TV) Please see staff report.	APPROVED W/CONDITI	5/8/2020	5/29/2020	7/10/2020	
Police Todd Smith		5/8/2020	5/29/2020		

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Public Works Caitlin Barilec (5/22/2020 2:51 PM CB) Administrative Adjustment LDR Section 2.2.1.C.2/2.2.1.C.3 - Approved w/ Conditions	APPROVED W/CONDITI	5/8/2020	5/29/2020	5/22/2020	see notes

P20-092
ADDRESS: 175 N Jackson St
OWNER: Harrison Hospitality Properties
APPLICANT: Y2 Consultants

5/22/2020
Caitlin Barilec, 733-3079

DATE OF SUBMITTAL: 05/08/2020
DATE OF MATERIALS: 05/01/2020
REVISION NO.: 00

The engineering division has reviewed your application for a ADMINISTRATIVE ADJUSTMENT submitted on and with application materials as dated above.

CONDITIONS OF APPROVAL:
1. Administrative Adjustment approval is contingent upon approval of the proposed development plan.

START Darren Brugmann	5/8/2020	5/29/2020	

Project Plan Review History

PLANNING

Project Number	P20-089		**Applied**	5/8/2020	STOL
Project Name	Dev Plan - Rusty Parrot		**Approved**		
Type	DEVPLAN		**Closed**		
Subtype			**Expired**		
Status	STAFF REVIEW		**Status**		
Applicant	Y2 Consultants	**Owner**	HARRISON HOSPITALITY		

Site Address	City	State	Zip
175 N JACKSON STREET	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
JACKSON ORIGINAL-TOWNSITE	22411628411001	

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Building Kelly Sluder (5/13/2020 8:32 AM KS) Building plans must meet the current adopted building codes and amendements	APPROVED W/CONDITI	5/8/2020	5/29/2020	5/13/2020	
Fire Kathy Clay	NO COMMENT	5/8/2020	5/29/2020	5/13/2020	
Joint Housing Dept Stacy Stoker (6/19/2020 1:58 PM SAS) The Planning Department has determined that the housing requirement is 1.926. The applicant is proposing to provide an existing housing unit 2-bedroom at 80 - 120% income range to satisfy their requirement for the first unit. This complies with the LDRs. Since the .926 left is a fraction of a unit, it is allowed to pay a fee in lieu. The applicant is proposing to provide a 1- bedroom Workforce unit on site rather than pay the fee in lieu. However, the second unit requirement would normally be a 1-bedroom 0 - 50% income range. The requirement of .926 is very close to a whole unit. The Housing Department recommends requiring the unit to be a lower income range instead of Workforce. Both of the units must meet the Livability Standards in the Housing Rules and Regulations. The Housing Department will work with the applicant to ensure the units are in compliance. The applicant is encouraged to contact the Housing Department early in the design process with questions. Prior to Certificate of Occupancy, the following must occur: 1. The Housing Department shall inspect the units. 2. The Special Restrictions provided by the Housing Department shall be recorded. 3. The applicant shall meet with the Housing Department (Compliance Conference) to review the compliance requirements and process.	APPROVED W/CONDITI	5/8/2020	5/29/2020	6/19/2020	See Notes
Legal Lea Colasuonno		5/8/2020	5/29/2020		
Parks and Rec Steve Ashworth		5/8/2020	5/29/2020		

Type of Review / Contact / Notes	Status	Dates: Sent	Dates: Due	Dates: Received	Remarks
Pathways Brian Schilling		5/8/2020	5/29/2020		
Planning Tyler Valentine (7/10/2020 10:50 AM TV) Please see staff report.	APPROVED W/CONDITI	5/8/2020	5/29/2020	7/10/2020	
Police Todd Smith		5/8/2020	5/29/2020		
Public Works Brian Lenz	APPROVED W/CONDITI	5/8/2020	5/29/2020	6/3/2020	

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes
(6/3/2020 2:15 PM BTL)
Development Plan – APPROVED with Conditions

P20-089
ADDRESS: 175 N Jackson St
OWNER: Harrison Hospitality Properties
APPLICANT: Y2 Consultants

6/3/2020
Brian Lenz and Caitlin Barilec, 733-3079

DATE OF SUBMITTAL: 5/8/2020
DATE OF MATERIALS: Geotech Report (4/3/2020), Civil (5/1/2020)
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 comments are being provided for use in preparation of future applications and are required for sufficiency.

CONDITIONS OF APPROVAL:
1. Applicant shall be responsible for watering, the upkeep of bedding and border materials, and all aspects of the landscaping within the public rights-of-way in an attractive, presentable, and safe status consistent with Town levels of maintenance and upkeep.

PRIOR TO BUILDING PERMIT ISSUANCE, THE FOLLOWING ITEMS NEED TO BE ADDRESSED AND APPROVED:
1. The existing waterline on Gill is likely a 4-inch main, not a 6-inch, that will not adequately serve the proposed 6-inch service. Provide domestic water and fire demands, hydraulic modeling to determine sizing, and appropriately sized mains and services.
2. The fire hydrant on the NE corner needs to be setback so it is 2 feet from the sidewalk to centerline of hydrant. The town will inspect and determine if it can be reused or must be replaced. If replacement is required, Town will provide the new hydrant.
3. The grease interceptor should be shifted west to have better access for maintenance and inspections.
4. All existing water and sewer services that are not being reused must be abandoned at the main.
5. Buried power and communication utility lines shall be buried along the outside of the rights-of-way.
6. Show the removal and replacement of the existing curb cuts with new curb.
7. The landscaping at the bulb out between the ADA ramps shall be removed and replaced with concrete.
8. All Storm lines, stationing and centerlines must be labeled on Grading Plans.
9. Provide a construction management plan and narrative. Construction staging in the parking spaces on Jackson and Gill is not allowed without further discussion and an agreement to determine compensation for the use.
10. Provide 20-feet radii for reverse curves in the bulb-out where feasible.
11. Provide a striping and signage plan showing restricted parking, parking, regulation signage. Provide at least two parking signs per block face and no parking to corner signs. Final striping and signage required by the Town may vary based on finished site conditions.
12. Stormwater system in Jackson and Gill shall be sized to carry the 25-year storm event for the drainage basin served.
13. Provide estimated costs, including design, for the proposed stormwater system in Jackson and Gill. Identify any costs that applicant feels qualify for cost sharing with the Town. Provide justification for any request.
14. If it is determined that a cost sharing agreement is justified, a development agreement for the improvements identifying each party's role, cost responsibilities, ownership, warranty, maintenance, etc. shall be executed and recorded.
15. If an alternate plan to the proposed stormwater system exists that would not request cost sharing; provide the plan, profiles, design information, and estimated costs, including design costs. The Town reserves the right to determine where within the right-of-way utilities will be located.

START 5/8/2020 5/29/2020
Darren Brugmann

Y2 CONSULTANTS

y2consultants.com
307 733 2999

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

May 1, 2020

Paul Anthony, Planning Director
Town of Jackson Planning and Building Department
150 E Pearl Avenue
Jackson, WY 83001

Via Digital to: tstolte@jacksonwy.gov

Dear Mr. Anthony,

As the applicant for Harrison Hospitality Properties, owner of the Rusty Parrot Lodge and Spa, we are pleased to submit a Development Plan application for the reconstruction of the Rusty Parrot Lodge. Enclosed with this application are all the submittal requirements, based on the Pre-application Conference held on April 17, 2020 (PAP#20-013)

Included with this application for a Development Plan are associated applications for a variance to LDR Section 2.2.10.B.1. Lot Standards (Access), a variance to LDR Section 2.2.10.B.3 – Form Standards (Pedestrian Frontage) and an Administrative Adjustment to LDR Section 2.2.1.C.2 and/or 2.2.1.C.3 to allow a decrease in the Pedestrian Frontage Dimensions.

A review by the Design Review Committee is also required as part of the Development Plan review. We are requesting that the Design Review Committee hold a workshop to review the project plans during their regularly scheduled meeting on May 13, 2020. To that end, I will be submitting a separate packet, providing only architectural plans, and a narrative addressing compliance with the Design Review Guidelines on Monday May 4, 2020.

We will be providing application fee payment via check to the Town of Jackson offices later today in the following amounts:

Development Plan Application Fee:	$2,500.00
Variance Application Fee:	$500.00
Variance Application Fee:	$500.00
Administrative Adjustment Application Fee:	$500.00
Design Review Fee:	$200.00

Please contact me with and questions.

Sincerely,

Hal Hutchinson

PO Box 2870 // 180 South Willow St., Jackson, WY 83001
P 307 733 2999 // F 307 733 8333

Rusty Parrot Lodge and Spa

Application for:

Development Plan

Design Review

Variance to Curb Cut Maximum

Variance to Pedestrian Frontage Form Standards

Administrative Adjustment to Pedestrian Frontage Dimension

Submitted: _May 1, 2020_

Owner:	**Applicant:**	**Land Planning:**
Harrison Hospitality Properties PO Box 1657 Jackson, WY 83001	Y2 Consultants PO Box 2870 Jackson, WY 83001 (307)733-2999	Y2 Consultants Hal Hutchinson: Land Planner PO Box 2870 Jackson, WY 83001 (307) 733-2999 (307) 699-0265 (mobile)
Architecture:	**Civil Engineering:**	**Landscape Architecture:**
Rowland and Broughton Scott McHale: Sr. Pjt. Manager 500 W Main Street Aspen, CO 81611 (970) 544-9006 (970) 708-5053 (mobile)	Y2 Consultants Vince Roux: Civil Engineer PO Box Jackson, WY 83001 (307) 733-2999 (307) 699-2677 (mobile)	Agrostis, Inc. Heath Kuszak, RLA PO Box 3074 Jackson, WY 83001 (307) 413-1883 (307)413-1883 (mobile)

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Project Goals and Applications:

Project Goals:

A long standing and outstanding lodge in Jackson Hole, The Rusty Parrot suffered a devastating fire on November 18, 2019. The owners, Harrison Hospitality Properties, L.P. are committed to rebuild. Their goal is to return to the Town of Jackson a first-class accommodation and develop a building of the highest quality of architecture and design that will endure and become a treasured Jackson Hole landmark for years to come.

To achieve this goal, the owners are submitting a Development Plan application for approval of a new lodge building that will contain a total of 40 hotel rooms, 6 spa treatment rooms, a restaurant, and various hotel amenities, including common areas for guests, and an outdoor gathering area and spa. The plans for this new lodge building include an off-street Porte-cochere for guest vehicular drop off and pick up and an underground garage to accommodate the parking needs for the project.

In the interest of providing an attractive, first class lodging facility, the owners seek to construct a new facility that is designed in the style and form of a traditional western lodge building while including a modern design approach using high quality materials and creative elements.

Applications:

The Rusty Parrot reconstruction project includes 40 hotel units, an underground garage, a restaurant, spa facilities and hotel amenities including interior and exterior common areas. The total square footage of the proposed building is 26,902 s.f. Therefore, this proposal requires submittal of a Development Plan application. Review by the Design Review Committee is also required. For required information please see the section of this report titled Development Plan – Description, Submittal Requirements and Findings for Approval.

In association with the Development Plan application we are seeking approval of two variances and an administrative adjustment.

The first variance is for relief from LDR Section 2.2.10.B.1. Lot Standards (Access) in the DC Zone District, which limits the width of curb cuts along a street frontage to 24'. For a number of reasons, as discussed in the section of this report titled Variance – Lot Standards (Access) Curb Cut we are seeking relief to this standard to allow two curb cuts along the Gill Avenue frontage of the property that total 32', 8' beyond the maximum curb cut standard.

The second variance is for relief to LDR Section 2.2.10.B.3 – Form Standards (Pedestrian Frontage) in the DC Zone District. This pedestrian frontage standards limits the form of pedestrian frontages to the option of "Trees in Grates" or "Covered Walkway". As discussed in the section of this report titled Variance – Form Standards (Pedestrian Frontage), the limitation

on pedestrian frontages to “Trees in Grates” or “Covered Walkways” within the DC Zone District is appropriate for most the properties within the DC Zone. However, due to the character of the neighborhood surrounding the Rusty Parrot property, and the limited pedestrian traffic fronting the property we as seeking approval to allow the “Trees in Lawn” pedestrian frontage standard.

The administrative adjustment we ae seeking is to LDR Section 2.2.1.C.2 and/or 2.2.1.C.3 to allow a decrease in the Pedestrian Frontage Dimensions limitations for pedestrian frontage options “Trees in Grates” and/or “Trees in Lawn”. As discussed in the section of this report titled Administrative Adjustment – Pedestrian Frontage Dimensions, the skewed nature of the exterior boundary of the property, presents challenges in maintaining the required 13.5’ pedestrian frontage dimension requirement. As such, we are seeking the approval to decrease this dimension to up to 1’-3” which will allow encroachment into the transition zone and will not impact the sidewalk width and planting area width minimum standards.

In summary, this development proposal seeks approval of the following applications:

1. Development Plan
2. Variance to LDR Section 2.2.10.B.1 – Lot Standards (Access)
3. Variance to LDR Section 2.2.10.B.3 – Form Standards (Pedestrian Frontage)
4. Administrative Adjustment to LDR Section 2.2.1.C.2 and/or 2.2.1.C.3 Pedestrian Frontage Dimensions

Development Plan

General Information:

The general information required by the submittal checklist includes administrative requirements such as providing a planning permit application, application fees, any applicable review fees, a mailed notice fee, and submittal of the application in digital format. All of these administrative requirements have been provided within the application.

Narrative Description of Proposed Development:

Property Description: Located at 175 N. Jackson Street, the Rusty Parrot Lodge property is zoned Downtown Commercial (DC) and is within the Lodging Overlay. It consists of three (3) original Jackson Townsite lots totaling approximately .48 acres. The property is bordered on the east by Jackson Street, on the North by Gill Avenue and on the West by an alley. To the South is the Miller Park Lodge, which is constructed at the common property line with the Rusty Parrot Lodge property. Across Jackson Street to the east is Miller Park. Properties across Gill Avenue are zoned Commercial Residential-2 and the property across the alley to the West is zoned Neighborhood High Density-1. The property is not within the Flat Creek flood zone.

Jackson Street is configured with parallel parking fronting the subject parking and diagonal parking across Jackson Street fronting Miller Park. The West side of the Jackson Street along the block has no typical sidewalks and has a character that consists of lawn and trees in the right-of-way between the curb and property line. Gill Avenue includes parallel paring configuration on both sides of the street. This block of Gill Avenue also has no sidewalks. Gill avenue terminates a half block from the alley at Flat Creek, where a private bridge accesses a private property west of the creek. Due to this dead end there is very little traffic on the block of Gill Avenue fronted by the Rusty Parrot Lodge.

The alley west of the subject property extends from West Deloney Avenue north to Gill Avenue. The southern 325 feet of this alley fronts the Town Creek development, which effectively uses the alley for head in parking over this distance. The remaining northern 175 feet of the has a traditional alley character. The alley in this area is unimproved, has drainage problems and contains encroachments in the form of trees and a fence on the west side of the alley across from the Rusty Parrot property.

In addition, the alley where it borders the Rusty Parrot property is substandard in width. Where the alley intersects with Gill Avenue the surveyed width of the alley is 18.15 feet, 1.85 feet narrower than the typical Town alley width. Furthermore, the sidelines of the alley are not parallel, resulting in an alley width at the Southwest corner of the Rusty Parrot property of 19.83 feet. According to the surveyor, there are various, historical reasons for this deviation in alley width from typical Town alleys.

The Rusty Parrot property was part of the original Town of Jackson townsite as shown in Plat 100, recorded in 1901. While the alley behind the Rusty Parrot is shown on the original Townsite plat, no width for this alley is called out on the plat, in contrast to other alleys shown on the original Townsite plat that are clearly called out at 20' feet in width. This fact, coupled with the fact that the Jones property across the alley to the West of the Rusty Parrot was not and is not part of the original Townsite plat or any other plat reveals that, together, the original townsite plat and the east boundary of the Jones property was never separated by the typical alley width of 20 feet. Furthermore, the alley sidelines were never parallel, resulting in a narrower alley at the Gill Avenue intersection than at the southwest corner of the Rusty Parrot property.

In support of this is a survey performed by Jorgensen Engineering in 1980 and recorded as map D-50 with Teton County. This Map D50 identifies a similar configuration. This survey map lists the width of the subject alley at the Gill Avenue intersection as 17.91 feet wide. While there is a discrepancy as to the total width of the alley between the 1980 to 2020 surveys, it is clear from these that the alley width at the Gill Avenue intersection is approximately 2 feet narrower than the typical Town of Jackson alley.

This is important because it supports our position that the proposed underground garage cannot be reasonably accessed from the alley. This existing situation, as well as other arguments discussed under the section of this report titled Variance – Lot Standards (Access) Curb Cut support our position that the requested variance to the maximum curb cut width on Gill Avenue is justified.

The Rusty Parrot property is flat, with minimal grades flowing west along Gill avenue and north along Jackson Street. The high point of the property is 6217.5 near the Southeast corner and the low point is 6213.5 at the Northeast corner.

It is important to note that, based on the survey completed in early 2020 the exterior boundary of the subject property is not square, resulting in a skewed site that contains no parallel boundary lines. This is in part due to the situation discussed in the alley width and historical survey narrative outlined above. Essentially the exterior boundary is a polygon rather than a parallelogram. With a 90.41-degree corner at the Jackson and Gill Street corner this skewed site makes siting the building and complying with all the regulations a challenge. While we have made every effort to site the building to comply with the regulations, we are seeking some minor relief as discussed in the Administrative Adjustment – Pedestrian Frontage Dimensions section of this report.

As a result of the fire, and efforts to clean the property, the original lodge building and the foundation have been removed. While the fire did impact the Rusty Parrot's Spa building, located at the southwest corner of the property it remains on site in a damaged state. The Spa building remains but is slated to be demolished as part of the Development Plan application.

Project Description: The Rusty Parrot redevelopment project seeks to develop a new conventional lodging building that will contain a total of 40 hotel rooms, including two suites that contain a single bedroom. These are located on the second and third floor of the building. The old lodge building contained 33 hotel rooms.

The new project will all be contained within a single building, located along the north and east portions of the property. The Southwest portions of the property will contain an outdoor gathering and spa area.

A restaurant of containing 934 s.f. proposed primarily as a hotel amenity is included in the new lodge building. It will be used in a manner consistent with the restaurant in the previous Rusty Parrot lodge, where over 90% of the breakfast patrons were hotel guests, no lunch service was provided, and the majority of the dinner patrons were guests of the hotel.

The new lodge will also contain a spa (service) use as an amenity to the hotel. This includes a spa common area and 6 treatment rooms containing a total of 813 s.f. Similarly, to the restaurant situation, while the spa is open to the public on a limited basis, the majority of the spa patronage is anticipated to be hotel guests, as was the case in the past.

The lodge also includes traditional lobby, check in, office and common gathering areas for hotel guests. The outdoor patio will provide outdoor gathering areas and spa (hot tub) amenities.

The lodge will provide a covered porte cochere area accessed in one direction from Jackson Street and exiting in one direction to Gill Avenue. This approach to pick up and drop off will be the most efficient traffic movement pattern for guests. In addition, the lodge will include a basement garage providing parking for 30 cars including required ADA parking spaces. This

underground garage (entrance) is proposed to be located along Gill Avenue at the west side of the block adjacent to the west alley. The majority of the guests will be provided with valet parking for the underground spaces. The operational pattern for vehicles will be to drop off at the porte cochere, with a valet taking the vehicle to the underground parking. The traffic pattern will therefore include three turning movements for guest drop off and valet parking and three turning movements for guest pick up of vehicles.

The curb cut on Jackson Street for the porte cochere is designed to have a two-lane entrance with at 20-foot curb cut. The exit from the porte cochere is designed to have a one lane exit with a 12-foot curb cut. The entrance to the underground garage will have a 20' curb cut allowing for two-way traffic in and out of the underground garage. The overall curb cut length along Gill Avenue is proposed at 32 feet, exceeding the maximum curb cut length of 24'. This is necessary to minimize the traffic pattern movements and to make access to the underground garage feasible and functional. If access were taken from the alley, the underground garage movements and layout would be infeasible and an underground garage would not be provided within the project. Furthermore, the alley to the west of the property is substandard in width (18.15 feet) at the alley/Gill Avenue intersection and also contains encroachments making it infeasible for a functional garage entrance. As such, this development plan includes a variance request to the curb cut maximum, more fully discussed in the Variance section of this report.

Along the South property line, the building is setback 5 feet allowing for functional access from service areas of the building to the dumpster and recycling area located at the southwest corner of the property along the ally. Along the street frontage the building is located within the required setback range and along the secondary property line along the alley the building is located 5' from the property line.

The building will contain a total of 26,902 s.f., below the 1.3 maximum FAR of 27,205 s.f. The height of the proposed building will be within the required height limitation except for architectural projections that are not visible from the street or are mechanical as allowed by the regulations.

Proposed Development Program

The project's compliance with primary development standards s summarized below. Please see architectural plans for details notes/descriptions/illustrations of compliance.

Development Standard	Permitted	Proposed	Drawing #
Primary street setback range (min-max)	0'-5'	0'-5'	A1.1 / A1.2
Secondary street setback range	0'-5'	0'-5'	A1.1 / A1.2
Side interior (min)	0' or 5'	5'	A1.1 / A1.2
Rear (min)	0' or 5'	5'	A1.1 / A1.2
Fencing height – street yard	4'	4'	A1.1
Fencing height - rear yard	6'	6'	A1.1
Parking setback (Structured)	0'	0' - >0'	N/A / A1.2
Access – curb cut width Jackson Street (Max)	24'	20'	A1.1 / A1.2
Access – curb cut width Gill Avenue (Max)	24'	32' (see variance)	A1.1 / A1.2
Street Façade % of lot width (min)	80%	>80%	A1.1 / A4.X_A
Length from street corner Jackson St. (min)	30'	48-8 3/4'	A1.2
Length from street corner Gill Ave. (min)	30'	51-8'	A1.2
Height (max) if roof pitch > 5/12	46'	<46'	A4.X_A
Height (max if roof pitch < 5/12	42'	<42'	A4.X_A
Building Stepback 3rd story (min)	10'	10'	A2.3 / A4.X_A
Encroachment into Building Stepback (Max%)	60%	<60%	A4.X_A
FAR (Max)`	1.3 (27,205)	<1.3 (26,902)	A0.6

Architectural plans including site plans, floor plans, elevations and renderings

Please refer to enclosed architectural site plans, floor plans, elevations, renderings and LDR compliance drawings completed by Rowland and Broughton Architects.

Structure Location and Mass

Please refer to enclosed architectural site plans, floor plans, elevations, renderings and LDR compliance drawings completed by Rowland and Broughton Architects.

Design Review

To be provided under separate cover on May 4, 2020 as part of the Design Review Committee review submittal

Site Development

Please refer to discussion in Narrative Description of Proposed Development, Proposed Development Program, and Variance – Lot Standards (Access) Curb Cut sections of this report for discussion on driveway and assess limits as related to site development.

Fencing

The proposed development will include fencing along the south, side property line, and short portion of fencing, including a gate along the south end of the Jackson Street property line and a wall along the rear property line. Please refer to architectural plans. The fencing along the side (south) and Jackson street property line will be 4' in height from finished grade. The wall along the rear (west) property line will be 6' in height from finished grade on property line.

Scenic Standards

The property is not within the Scenic Resource Overlay and scenic resource Overlay standards do not apply.

Exterior lighting standards apply. Please refer to architectural plans, specifically Sheet A 1.4 - Proposed Site Lighting Concepts and Sheet A 1.5 Proposed Site Lighting Concepts for detailed information.

Natural Hazards to Avoid

No steep slopes are present on site. The property is not within the Flat Creek floodplain. Soil and groundwater studies have been completed revealing no hazards. Please refer to the attached engineering plan completed by Y2 Consultants for any additional information on soil stability and excavation, erosion control and shoring.

Grading and Erosion Control, Stormwater, etc.

Preliminary grading, erosion control, shoring approach, and stormwater management plans has been provided by Y2 Consultants. Please see plans. These plans provide information on compliance with relevant LDR standards and proposed utility locations.

Allowed uses

The proposed Rusty Parrot Lodge and Spa includes Conventional Lodging (hotel uses, and all support and amenity uses such as front deck, back office and common guest areas associated with such use. All lodging units are located on the second and third floor.

The project also includes a restaurant use, a spa (service) use and a workforce housing use within the proposed building. The building also includes underground parking. All uses are consistent with the previous use of the site and are permitted uses within the DC Zone District. Total floor area and number of lodging units are detailed within the Employee Housing section of this report.

Parking

Below is a breakdown of the uses proposed and scale and intensity of uses within the Rusty Parrot project for the purpose of calculating parking requirements:

- 40 Lodging Units
- 934 s.f. of "Restaurant" space provided primarily as a hotel amenity
- 6 spa treatment rooms (Service Use) totaling 813 s.f. provided primarily as a hotel amenity.
- 1 on-site Employee Housing Unit

Other uses, such as office, reception, lobby, restaurant, and spa treatment are considered a part of the lodging use and any parking requirement for these uses are included in the "Conventional Lodging" use parking requirements.

The following are the parking requirements for the uses listed above:

- Conventional Lodging: .75 space/lodging unit
- Housing Unit: 2 spaces per Dwelling Unit

Based on the above uses, and their scale and intensity, below is a calculation of the parking requirements under the LDRs:

- Conventional Lodging: 40 Lodging Units x .75 = **30 spaces)**
- On-site employee housing: 2/ DU **2 spaces**
- **Total Parking Requirement:** **32 spaces**

Parking is proposed to be provided as follows:

- Underground Garage: **30 spaces**
- On Street parking: **7 spaces (3 on Gill and 4 on Jackson)**

- Parking Credits: **2 spaces**
- **Total Parking Provided: 39 spaces**

Based on the above, the proposed project exceeds the parking requirement by 9 spaces. To the extent that the restaurant and spa will be used by persons other than hotel guests, this excess parking will accommodate that use.

Employee housing

Provided within submittal packet as separate document titled: Town of Jackson Affordable/Workforce Housing Checklist and Housing Mitigation Plan

Operational standards

Refuse and recycling enclosure will be provided pre he LDR requirements. Please refer to site plans provided by the architect, engineer and landscape architect.

Infrastructure

Please refer to enclosed architectural, engineering and landscape architecture plans for further information and compliance with LDR Sections 7.6 and 7.7.

Of importance regarding the stormwater management, and street and alley grading is the following:

During the Dev. Plan pre-application conference, the Applicant and their Agents discussed options for the Rusty Parrot stormwater management plan with TOJ staff. The option considered with TOJ Engineering was design the terminus of a potential future TOJ stormwater system buildout to which the Rusty Parrot will connect. The stormwater system will discharge to Flat Creek via a treatment system installed at the West end of Gill Avenue.

Included in in these plans and as part of this application is a proposed design for said system. It has been designed to accommodate buildout of a larger TOJ stormwater system to the east in Gill Avenue, to the south in Jackson Street, and to the south in the Alley. This has been accomplished in the following manners:

1. Match Flat Creek discharge invert elevation to existing discharge pipe.
2. Maintain minimum pipe slope for pipe size in accordance with WYDEQ Rules. (Pipe size has been approximated due to lack of data on total flows) except where potential utility conflicts exist.
3. Generate conceptual grading and stormwater piping plans for the Alley - provided as the last sheet in this plan set "Feasibility Grading - Alley P&P" - that illustrate how the Alley could be regraded, and stormwater piping installed, to correct existing drainage problem.

The applicant proposes this design as an optimal solution for both the applicant and TOJ. As the stormwater infrastructure in the ROW is proposed as a future TOJ system the final design and construction will occur in close cooperation with TOJ Public Works. However, the applicant proposes this solution under the assumption that TOJ will participate in cost-sharing for this infrastructure and the cost sharing on the part of the TOJ should be commensurate with the significant benefit it provides to the overall TOJ infrastructure. The alternative is for the applicant to propose a stormwater collection system that only serves the project thereby missing out on the opportunity to resolve the broader drainage problems within the neighborhood.

Construction Staging:

The applicant will provide a complete construction staging and management plan along with a building permit application. However, at the request of the Town we provide the following conceptual construction staging plan:

The applicant is currently in discussions with a neighboring property owner to the north to secure some of their land for construction staging. This has not been finalized.

However, we anticipate that regardless of whether we can secure this area for additional construction staging, we request to utilize that portion of the Jackson and Gill street frontages of the property from the edge of parallel parking to the property line.

Findings for Approval

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;**

   Complies: The purpose of the LDRs is to implement the Jackson/Teton County Comprehensive Plan and promote the health, safety and general welfare of the present and future inhabitants of the community. The subject property is located in Comprehensive Plan Subarea 2.3 – Town Commercial Core, which forms the basis of the DC zone district and was used to establish DC zoning for properties surrounding the subject property. The goal of this subarea is to create a vibrant mixed-use area by accommodating a variety of uses and amenities. This project helps achieve this goal. The block in which the subject property is located has traditionally contained lodging and associated uses. This is consistent with the current and future character of this sub-area.

2. **Achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable;**

   Not applicable.

3. **Does not have significant impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, and EMS facilities;**

   Complies: The proposal is a replacement of a previous use on the property with only a slight increase in intensity of use. It will have no significant impact on public facilities.

4. **Complies with the Town of Jackson Design Guidelines, if applicable;**

   Complies: The applicant has made every effort to comply with the Town of Jackson Design guidelines. We are seeking a workshop and a formal hearing before the Design Review Committee to confirm the project's compliance with these design guidelines.

5. **Complies with all relevant standards of these LDRs and other Town Ordinances;**

   Complies: With the exception of the three issues where we are seeking two variances and an administrative adjustment, all three of which we believe will result in a better compliance with both the Comprehensive Plan and the purpose of the LDRs, the project complies with relevant standards and Town ordinances.

6. Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.

   Not Applicable.

Variance – Lot Standards (Access) Curb Cut

Description of Variance and Justification:

This variance is for relief from LDR Section 2.2.10.B.1. Lot Standards (Access) in the DC Zone District, which limits the width of curb cuts along a street frontage to 24'. For a number of reasons, we are seeking relief to this standard to allow two curb cuts along the Gill Avenue frontage of the property that total 32', 8' beyond the maximum curb cut standard.

First, the width of the alley where access to an underground parking garage is substandard, it being 18.15 feet wide at the alley/Gill Avenue intersection. The historical reason for this is discussed above under the Development Plan - Narrative Description of Proposed

Development. This narrower alley width makes access to an underground garage from the alley infeasible due to the turning radii into and out of an underground garage entrance located off the alley. Furthermore, the alley contains encroachments and requires improvement. It drains poorly and encroachments along the neighboring property would have to be removed for access to an underground garage to be feasible even if the alley were at typical 20 in width. Currently encroachments render the alley to have an effective travel width of 18.15 feet. Finally, it is the position of the applicant that the impacts of an underground garage entrance adjacent to a single-family home across a narrow alley would have far greater impacts to the neighbor than accessing the underground garage from a 60' wide dead-end street.

In further support of the variance is the fact that access to an underground garage at the alley would result in an underground garage design that would include a number of turning movements and drive aisle location and configuration that would make the parking layout infeasible. The traffic movement and number of turns that would be required to move guest cars from the proposed porte cochere to the parking garage would increase, resulting in additional pressure on both Gill Avenue and the alley traffic patterns.

Consideration should also be given to the fact that Gill Avenue is a dead-end street terminating at the bridge over Flat Creek just west of the subject property. Because of this, Gill Avenue has very little traffic on it and further less pedestrian traffic. The purpose of the limitation on curb cuts it to ensure prioritization of pedestrians over vehicles entering and exiting individual properties and retaining on-street parking. The addition of a single additional curb cut to access the parking garage on Gill will not result in obstruction of pedestrian traffic and will only eliminate a single parking space in an area where parking is not limited due to the minimal use of the dead-end street.

When considering the option to proposed underground garage access from Gill Avenue, the applicant initially proposed a wider curb cut for both the porte cochere exit and the underground garage entrance. As a result of discussions with the Planning staff they reduced this significantly, reducing both the width of the parking entrance and the width of the porte cochere exit, reducing it from a two-lane exit t a one lane exit.

Another benefit to the public is that the applicant has proposed an on-site porte cochere for pick up and drop off, resulting in the overall curb cut width to exceed the 24' limitation. Without the curb cuts associated with the porte cochere, the loss of on street parking from porte cochere curb cut is less than the on-street parking that would be lost if the porte-cochere was not present and instead required curb side queuing and designated valet spaces on Jackson Street.

The provision of underground parking for the project is a significant benefit to the town and the neighborhood while incurring significant expense to the applicant. If not permitted a slight increase in the allowable curb cut width along Gill Avenue, which represents a very minor impact to a little used dead-end street, the owner may need to rethink the design and provide parking at grade.

Findings for Approval:

1. There are special circumstances or conditions which are peculiar to the land or building for which the variance is sought that do not apply generally to land or buildings in the neighborhood;

Complies: The special circumstances involve substandard width of the alley that would act as an alternative to the underground garage access and the dead-end nature of Gill Avenue, which has very little vehicular and pedestrian traffic. Because of these special circumstances, as well and the condition of the alley, the challenges to make an underground parking garage work if accessed from the alley and the unique nature of the neighborhood this Variance is justified.

2. The special circumstances and conditions have not resulted from any willful modification of the land or building;

Complies: The special circumstances were inherited by the applicant, including a substandard alley width being created by historical conditions and the dead end nature of Gill Avenue being a result of Flat Creek and the steep Butte beyond.

3. The special circumstances and conditions are such that the strict application of the regulation sought to be varied would create a hardship on the applicant far greater than the protection afforded to the community

Complies: The hardship would be that the applicant would have to revise the design and provide at grade parking. This would negatively impact the applicant as well as the immediate neighbors. The protection provided the community by restricting curb cut widths is minimal at this location due to the characteristics of the neighborhood and he dead end nature of the Gill Avenue frontage were minimal pedestrian and vehicular traffic exists or is reasonable anticipated in the future. Furthermore, the protection afforded the community by limiting curb cuts would be negated if the porte cochere curb cuts were not included, requiring significant curb side queuing and designated valet spaces on Jackson Street.

4. The variance sought is the minimum variance necessary to provide balance between the purpose of the regulation sought to be varied and its impact on the applicant;

Complies: The applicant has made every effort to minimize the overall width of the curb cuts which is the minimal amount to allow for one way exit from the porte cochere and two-way entry and exit to the parking garage.

5. The granting of the variance will not be injurious to the neighborhood surrounding the land where the variance is proposed, and is otherwise not detrimental to the public welfare; and

Complies: By allowing the variance the impact to the neighborhood will be minimized by allowing for underground parking. Furthermore, less turning movements and headlight and vehicular disturbance will result even if the applicant could find a feasible way to achieve underground parking accessed form the alley, which is unlikely.

6. The granting of the variance is consistent with the general purpose and intent of these LDRs

Complies: The purpose of the LDRs is to allow development that allows for the appropriate use of individual property which minimizes impacts to neighbors and providing for the public health and welfare. Granting this variance will achieve all here purposes.

Variance – Form Standards (Pedestrian Frontage)

Description of Variance and Justification:

This variance is for relief to LDR Section 2.2.10.B.3 – Form Standards (Pedestrian Frontage) in the DC Zone District. This pedestrian frontage standards limits the form of pedestrian frontages to the option of "Trees in Grates" or "Covered Walkway". The limitation on pedestrian frontages to "Trees in Grates" or "Covered Walkways" within the DC Zone District is appropriate for most the properties within the DC Zone. However, due to the character of the neighborhood surrounding the Rusty Parrot property, and the limited pedestrian traffic fronting the property we as seeking approval to allow the "Trees in Lawn" pedestrian frontage standard.

All along the subject property's block of Jackson Street and Gill Avenue the character of the street is one where sidewalks do not exist, and lawn and trees are within the right-of way between the curb and the property lines. The applicant values the presence of sidewalks and desire to provide them as well as a planning area in the widths prescribed by the LDRs. However, due to the existing character of the neighborhood, and how it differs from most of the DC zone district they would like the opportunity to add to, or accentuate the vegetative character of both blocks by being allowed to have a "Trees in Lawn" character fronting their property.

Prior to the fire at the Rusty Parrot, there was no sidewalk and the space between the curb and the property line was entirely filled with lawn and trees. The approach of allowing a "Trees in Grass" pedestrian frontage option allows for the continued existing and past character of the street while accommodating the desired sidewalk.

Because of the DC Zone district only allows the "Trees in Grate" or "Covered Walkway" options, the applicant is forced to seek a variance because it is the only option available to them. Though they would prefer not to have to apply for a variance, it is the only approach to maintain and enhance the character of the street frontages and the neighborhood overall.

Findings for Approval:

1. There are special circumstances or conditions which are peculiar to the land or building for which the variance is sought that do not apply generally to land or buildings in the neighborhood;

Complies: This neighborhood is not a typical DC neighborhood because it contains street frontages with lawn and trees and the imposition of a "Trees in Grate" street frontage would be incongruous to the neighborhood character.

2. The special circumstances and conditions have not resulted from any willful modification of the land or building;

Complies: The neighborhood character existed prior to the applicant's ownership of the property and the owner did not create this special circumstance.

3. The special circumstances and conditions are such that the strict application of the regulation sought to be varied would create a hardship on the applicant far greater than the protection afforded to the community

Complies: The hardship would not be overly great to the applicant but would cause a hardship to the neighborhood and its overall character.

4. The variance sought is the minimum variance necessary to provide balance between the purpose of the regulation sought to be varied and its impact on the applicant;

Complies: The applicant seeks only to allow trees in lawn in the vegetative portion of the pedestrian frontage and will provide the clear sidewalk width and vegetative zone width as required by the LDRs.

5. The granting of the variance will not be injurious to the neighborhood surrounding the land where the variance is proposed, and is otherwise not detrimental to the public welfare; and

Complies: The variance would serve to allow sidewalks fronting the property while preserving and enhancing the character of the neighborhood.

6. The granting of the variance is consistent with the general purpose and intent of these LDRs

Complies: One purpose of the LDRs is to protect and enhance neighborhood character and granting this variance which achieve this purpose.

Administrative Adjustment – Pedestrian Frontage Dimensions

Description of Administrative Adjustment and Justification:

The administrative adjustment we are seeking is to LDR Section 2.2.1.C.2 and/or 2.2.1.C.3 to allow a decrease in the Pedestrian Frontage Dimensions limitations for pedestrian frontage options "Trees in Grates" and/or "Trees in Lawn". The skewed nature of the exterior boundary of the property, presents challenges in maintaining the required 13.5' pedestrian frontage dimension requirement. As such, we are seeking the approval to decrease this dimension to up to 1'-3" which will allow encroachment into the transition zone and will not impact the sidewalk width and planting area width minimum standards.

Please refer to the survey and site plan included with the application. They show a lot that has no parallel lines where the polygon is skewed in all direction in relation to the compass as well as the street and curbs. Because of this we are seeking a slight reduction in the transition zone portion of the pedestrian frontage requirements of the DC Zone. No deviation from the clear sidewalk width and vegetative zone is being requested.

Findings for Approval:

1. Complies with the applicability standards of this Section;

Complies: This request is consistent with the standards under which an Administrative Adjustment may be considered.

2. Either:

a. Compensates for some unusual constraint of the site or proposal that is not shared by landowners generally, or

Complies: The lot configuration is an unusual constraint.

b. Better protects natural and scenic resources, or

Not applicable.

c. Better supports the purpose of the zone;

Not applicable

3. Is consistent with the purpose of the zone and the desired future character for the area described in the Comprehensive Plan;

Complies. The purpose is to have a functional and attractive pedestrian zone, and this will not reduce or erode this purpose.

4. Will not pose a danger to the public health or safety; and

Complies: The request is minor, resulting in a reduction of only 1'-3" feet of the transition zone only and will maintain required sidewalk and vegetative zone widths.

5. The site is not subject to a series of incremental administrative adjustments that circumvent the purpose of this Section.

Complies: No additional administrative adjustments are being sought or are anticipated to be sought for this site.

PLANNING PERMIT APPLICATION

Planning & Building Department

150 E Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
www.townofjackson.com

For Office Use Only

Fees Paid_____ Date & Time Received _____

Application #s _____ _____ _____

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

PROJECT.

Name/Description: Rusty Parrot Lodge

Physical Address: 175 N. Jackson Street

Lot, Subdivision: Lots 1, 2, 3, Block 4, Town of Jackson PIDN: 22-41-16-28-4-11-001

PROPERTY OWNER.

Name: Harrison Hospitality Properties, L.P. Phone: _____

Mailing Address: PO Box 1657, Jackson, WY ZIP: 83001-1657

E-mail: _____

APPLICANT/AGENT.

Name: Y2 Consultants, Hal Hutchinson Phone: 733-2999 or 699-0265

Mailing Address: PO Box 2870 ZIP: 83001

E-mail: hal@y2consultants.com or hal@hhlandstrategies.com

DESIGNATED PRIMARY CONTACT.

_____Property Owner X Applicant/Agent

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

Use Permit

_____Basic Use

_____Conditional Use

_____Special Use

Relief from the LDRs

_____Administrative Adjustment

X Variance

_____Beneficial Use Determination

_____Appeal of an Admin. Decision

Physical Development

_____Sketch Plan

X Development Plan

X Design Review

Subdivision/Development Option

_____ Subdivision Plat

_____Boundary Adjustment (replat)

_____Boundary Adjustment (no plat)

_____Development Option Plan

Interpretations

_____Formal Interpretation

_____Zoning Compliance Verification

Amendments to the LDRs

_____LDR Text Amendment

_____Map Amendment

Miscellaneous

X **Other:** Admin. Adjustment

_____ 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 #:	P20-013	Environmental Analysis #:	n/a
Original Permit #:	n/a	Date of Neighborhood Meeting:	n/a

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.

_____ **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.

RON HARRISON — 4/30/2020

Signature of Property Owner or Authorized Applicant/Agent — Date

Ronald H. Harrison — Member

Name Printed — Title

Rusty Parrot Lodge and Spa

Town of Jackson Affordable/Workforce Housing Checklist
And
Housing Mitigation Plan

Jackson/Teton County Affordable/Workforce Housing Checklist - Housing Mitigation Plan
(LDR Division 6.3.6)

Every development application must include a Housing Mitigation Plan for sufficiency. Every Housing Mitigation Plan is required to contain the following information:

Applicability (LDR 6.3.6.A.3.a)

1. Does your development qualify for an exemption from a housing mitigation requirement? Yes ☐ No ☒
   If yes, explain and refer to LDR Section 6.3.2.c _____

2. Are there credits associated with your development? Yes ☐ No ☒ If yes, explain where the existing credits came from, provide the calculation, and refer to LDR Section 6.3.5.D.3. _____

Calculation of Requirement (LDR 6.3.6.A.3.b)

3. Does your development require or are you otherwise requesting approval of an Independent Calculation (see LDR section 6.3.3.B)? Yes ☐ No ☒

   If yes, provide the calculation according to LDR Section 6.3.3.B.2 along with impact analysis, verifiable local information, industry specific rather than business specific data, etc. The Planning Department is available to help with this calculation prior to submittal of your application. Attach as a separate sheet.

☐ I have attached a separate sheet with the calculation and supporting data for my Independent Calculation

Housing Mitigation Requirements Calculator. If no to 1 and 3 above, calculate your development's requirement, using the Housing Mitigation Requirements Calculator. A link to the Town of Jackson download can be found here: www.jacksonwy.gov/200/Planning A link to the Teton County Calculator can be found (TBD). Attach a copy of the first page of the calculator showing the calculations and requirements with your Housing Mitigation Plan. The Planning Department is available to help with this calculation prior to submittal of your application.

☒ I have attached the first page of the Housing Mitigation Requirements Calculator which includes my requirement and unit types.

Type of Affordable Housing Provided – Standard Restrictions. (LDR 6.3.4)

4. How many ownership or rental units are you proposing in which income ranges with how many bedrooms? Please complete the matrix below:

Bedrooms	0 – 50%	50% - 80%	80% - 120%	Workforce	Ownership or Rental
1-bedroom				1	RENTAL
2-bedroom			1		RENTAL
3-bedroom					

Special Restriction. The Special Restriction is a contract between The Board of County Commissioners or the Town Council and the owner of real property developed or designated to satisfy the development requirements. The Special Restrictions will be recorded on the property. Appropriate restriction templates can be obtained from the Jackson/Teton County Affordable Housing Department or from their website . www.jhaffordablehousing.org/1856/Deed-Restriction-Templates

☒ I have attached a draft of the Standard Restrictions for each unit.

Livability Standards (LDR 6.3.4.D and E) (Rules and Regs Section 2-3). Restricted housing must comply with the Livability Standards in the Jackson/Teton County Housing Department Rules and Regulations. The Livability Standards include amount of cabinetry/counter space, storage, closets, room sizes, appliances, laundry facilities, bathrooms, etc. The Rules and Regulations can be found on the Housing Department's website. www.jhaffordablehousing.org/1790/Housing-Department-Rules-Regulations

☒ I have reviewed the Livability Standards and understand the requirements. I have/will contact the Housing Department for approval of my units early in the design process to get their approval prior to submitting for building permit.

Method for Providing Required Housing (LDR 6.3.5)**:**
One or a combination of the below methods may be proposed to satisfy your housing requirement. They are listed in the order of preference/priority. Highest priority must be used unless it is demonstrated that a higher priority is impracticable (LDR 6.3.5.C)

1. Construction of new units either on-site or off-site (LDR 6.3.5.D.1).
2. Conveyance of land for affordable/workforce housing (LDR 6.3.5.D.2).
3. Utilization of a banked affordable or workforce housing unit (LDR 6.3.5.D.3).
4. Restriction of an existing residential units as an affordable/workforce housing unit (LDR 6.3.5.D.4).
5. Payment of an in-lieu fee (LDR 6.3.5.D.5).

☒ I have attached a detailed explanation of my proposed method of providing Required Housing.

Phasing Plan (LDR 6.3.5.A.3). Restricted Housing Units shall be ready for occupancy no later than the free market portion of the development is occupied. If the free market portion is to be developed in phases, then the Restricted Housing Units shall be developed prior to or in proportion to the free market portion.

☒ I have attached a detailed description of my phasing plan as it pertains to Affordable/Workforce units.

Rusty Parrot Lodge Housing Mitigation Plan:

Pre-Existing Development (Please note that calculations are based on Housing Department provided spreadsheets and are rounded up):

Based on LDR Division 6.3.2.A, development that was existed on 12/18/1995 or a building or use that was legally established since that date is credited against current Affordable Workforce Housing Standards. This includes the uses that generated the highest affordable housing requirement since the establishment of a development or use. This credit offsets the Affordable Workforce Housing Requirement of a new development.

The pre-existing development of the Rusty Parrot Lodge and Spa, includes the following:

- **Conventional Lodging Units:** 33 Units (This includes a Lodging Unit that was in the building in 2005 but since has been removed and replaced with "Den" space.)
- **Restaurant/bar dining floor area:** 859 s.f. (based on s.f. calculations from previous lodge plans as measured by R+B Architects)
- **Spa (Service) use:** 789 s.f. (Based on spa building plans and previous lodge plan, broken down as follows:
    - Treatment Room Main Lodge: 8x16 = 128 s.f.
    - Treatment Room, Spa Building 1st floor: 24x12 = 288 s.f.
    - Treatment room, Spa Building 2nd floor: 13.4x10= 133 s.f.
    - Treatment room, Spa Building 2nd floor: 13x9.3= 120 s.f.
    - Treatment room, Spa Building 2nd floor: 13x9.3= 120 s.f.
    - **Total: 789 s.f.**

Based on the above the total preexisting housing "credit" is as follows:

- Conventional Lodging: .204 Units/Room (.204 x 33)= 6.742 Units
- Restaurant/Bar Space: .001197 Units/s.f. .001197 x 859)= 1.029 Units
- Spa (Service) Use: .000431 Units/s.f.(.000431 x 789)= .340 Unit
- **Total Credit: 8.111 Units**

Proposed Development (Please note that calculations are based on Housing Department provided spreadsheets and are rounded up):

The proposed development that is subject the affordable Workforce Housing Requirements is as follows:

- Conventional Lodging Units: 40 Units
- Restaurant/bar dining floor area: 934 s.f.
- Spa (Service) use: 813 s.f. Based on proposed building plans, broken down as follows:

- Treatment Room 1 Basement: 110 s.f.
- Treatment Room 2 Basement 185 s.f.
- Treatment Room 3, Basement 122 s.f.
- Treatment Room 4, 1st floor: 147 s.f.
- Treatment Room 5, 1st floor: 123 s.f.
- Treatment Room 6, 1st floor: 126 s.f.
- **Total: 813 s.f.**

Based on the above the total Affordable Workforce Requirement for the new development is as follows:

- Conventional Lodging: .204 Units/Room (.204 x 40)= 8.172 Units
- Restaurant/Bar Space: .001197 Units/s.f (.001197 x 934) 1.118 Units
- Spa (Service) Use: .000431 Units/s.f.(.000431 x 813)= .351 Units
- **Total Requirement: 9.641 Units**

Total Credit Less Housing "Credit":

This is simply the total housing requirement less the total housing "credit" as follows:

Total Requirement (9.641 Units) - Total Credit (8.111) = **1.53 Units Required to be provided**

Method for Providing Housing:

The applicant proposes to provide two separate units for Workforce Housing. The first is a two bedroom, 744 s.f. unit located in the Town Creek condominium development. This is unit 1-A, Antelope Building, Town Creek (Meadowbrook Condominiums). The second is a 623 s.f. one-bedroom unit within the main lodge.

- Provide 1.0 of the required units in the 2-bedroom Town Creek unit and deed restrict for persons making 120% median income.
- Deed restrict the one-bedroom unit in the proposed lodge building as a workforce rental unit.

Phasing Plan:

All required housing will be provided prior to issuance of a certificate of occupancy for the Rusty Parrot Lodge and Spa.

Housing Mitigation Worksheet

Please use this worksheet to calculate the affordable workfoce housing requirements as drafted June 26, 2018. Cells that can be modified are highlighted in gold, other cells are locked. If you modify a gold cell for one example, and wish to use the worksheet for another example, it is best to start with a fresh worksheet in order to reset the auto population equations for the gold cells.

Step 1. Describe your project. Enter as many rows as needed to discribe the different uses and unit types proposed. Select a use from the use table in the left most gold boxes. In the other gold boxes, descibe each use's size in floor area and bedrooms (if applicable), then describe how many units of each use type are proposed.The required affordable housing will calculate for each unit and populate the Total box. See also Sections 6.3.2 and 6.3.3 of the proposed LDRs.

Use	LDR Rate	Proposed Use Size (bedrooms)	Proposed Use Size (sf)	Proposed Use Quantity	**Affordable Units Required**
Conventional Lodging	0.204 * bedrooms	1	370	33	**6.742**
Restaurant/Bar	0.001197 * sf		859	1	**1.029**
Service	0.000431 * sf		789	1	**0.340**
					?
					?
					?
					?
					?
					?
					?
	Total	1	2018	35	8.111

Housing Mitigation Worksheet

Please use this worksheet to calculate the affordable workfoce housing requirements as drafted June 26, 2018. Cells that can be modified are highlighted in gold, other cells are locked. If you modify a gold cell for one example, and wish to use the worksheet for another example, it is best to start with a fresh worksheet in order to reset the auto population equations for the gold cells.

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Use	LDR Rate	Proposed Use Size (bedrooms)	Proposed Use Size (sf)	Proposed Use Quantity	**Affordable Units Required**
Conventional Lodging	0.204 * bedrooms	1	370	40	**8.172**
Restaurant/Bar	0.001197 * sf		934	1	**1.118**
Service	0.000431 * sf		813	1	**0.351**
Workorce Housing Bonus Unit	Exempt		623	1	**0.000**
					?
					?
					?
					?
					?
					?
	Total	1	2740	43	9.641

Housing Mitigation Worksheet

Please use this worksheet to calculate the affordable workfoce housing requirements as drafted June 26, 2018. Cells that can be modified are highlighted in gold, other cells are locked. If you modify a gold cell for one example, and wish to use the worksheet for another example, it is best to start with a fresh worksheet in order to reset the auto population equations for the gold cells.

Step 1. Describe your project. Enter as many rows as needed to discribe the different uses and unit types proposed. Select a use from the use table in the left most gold boxes. In the other gold boxes, descibe each use's size in floor area and bedrooms (if applicable), then describe how many units of each use type are proposed.The required affordable housing will calculate for each unit and populate the Total box. See also Sections 6.3.2 and 6.3.3 of the proposed LDRs.

Use	LDR Rate	Proposed Use Size (bedrooms)	Proposed Use Size (sf)	Proposed Use Quantity	**Affordable Units Required**
Conventional Lodging	0.204 * bedrooms	1	370	7	**1.430**
Restaurant/Bar	0.001197 * sf		75	1	**0.090**
Service	0.000431 * sf		24	1	**0.010**
Workorce Housing Bonus Unit	Exempt		623	1	**0.000**
					?
					?
					?
					?
					?
					?
	Total	1	1092	10	1.530

Special Restrictions
for Affordable Condominium Rental Housing
Located at_____, Town of Jackson

These Special Restrictions for Affordable Condominium Rental Housing ("Special Restrictions"), are made and entered into this day of_____, 20 , by the undersigned Owner ("Owner") the Town of Jackson, Wyoming.

RECITALS:

WHEREAS, Owner holds fee ownership interest in that certain real property, located in the Town of Jackson, Wyoming, and more specifically described as follows:

A Condominium Subdivision within _____Town of Jackson, Teton County Wyoming.

PIDN: _____ ("Residential Unit")

WHEREAS, as a condition of its approval for permit #_____ received _____(Date)("FDP Approval") Owner was required to provide and restrict as follows:

_____
_____
_____
_____

(hereinafter "Residential Unit").

The Income Ranges are different than the Income Ranges defined in the Jackson/Teton County Housing Department Rules and Regulations because the FDP approval was received before the update to the Housing Rules and Regulations. The Rules and Regulations are enforced by the Jackson/Teton County Affordable Housing Department, such Rules and Regulations are defined in Section 1 below;

WHEREAS, in accordance with the FDP Approval, the Residential Unit is intended to address the need for rental housing for employees in Teton County, Wyoming and therefore Owner agrees it will not be owner-occupied;

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners resolved to form the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to W.S. §15-10-116, as amended, and its successors or assigns, known as the Jackson/Teton County Housing Authority ("JTCHA");

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners further

resolved to create the Jackson/Teton County Affordable Housing Department ("Housing Department") who are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce this Special Restriction;

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of FDP Approval, and consistent with the Town of Jackson's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

WHEREAS, Owner desires to adopt these Special Restrictions and declare that the Residential Unit ~~and Land~~ shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Unit and shall be enforceable by Housing Department and Town of Jackson, Wyoming.

RESTRICTIONS:

NOW, THEREFORE, in satisfaction of the FDP Approval, and in further consideration of the foregoing Recitals, which are incorporated herein by this reference, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the Residential Unit shall be held, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity.

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS. References made herein to the "Rules and Regulations" are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures, and guidelines are on file with the Housing Department or otherwise with Town of Jackson, Wyoming, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations.

SECTION 2. RESTRICTIONS ON OCCUPANCY AND USE OF RESIDENTIAL UNIT. In addition to any restrictions included in the current Housing Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. Qualified Household. The rental, use and occupancy of the Residential Unit shall be limited to a Qualified Household, as set forth below ("Qualified Household"):

1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business. A "local business" means a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and the business serves clients or customers who are physically located in Teton County, Wyoming.
2. Income Restriction. The Qualified Household's gross income shall fall between 0 – 80% of the median family income in Teton County, Wyoming, as determined by the current year's published Federal Department of Housing & Urban Development median family income chart for Teton County, Wyoming ("Income Cap").
3. No Teton County Residential Real Estate. No member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
4. Initial Determination by Owner. Owner shall require each prospective renter of a Residential Unit to provide information sufficient to show eligibility as a Qualified Household under the Affordable Housing Program pursuant to the requirements of this restriction and the Housing Rules and Regulations. The determination shall be based upon written applications, representations, information and verifications, including at a minimum, a W-2 for each adult renter or other IRS filing showing source of earnings, a signed and sworn statement regarding ownership of other real estate and a list of current employer(s), hours worked as well as contact information for each employer(s) and other such information reasonably requested by the Housing Department to verify and substantiate as a Qualified Household.
5. Continuing Obligation to Remain a Qualified Household. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.
6. Occupancy. Each Residential Unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit.
7. Reporting Requirement – Housing Department Determination. Owner shall, by January 31 of each year, provide to the Housing Department a summary of the eligibility verification information contained above for each occupant of a

Residential Unit as set forth on the Housing Department Template that will be provided to Owner. Upon written request by the Housing Department for supporting documentation, Owner shall provide the same within fifteen (15) business days of receipt of such written request. Additionally, Owner shall, by January 31 of each year, provide the Housing Department with its most current lease form for Residential Unit. Each Residential Unit Lease must state, and it is a material consideration of this restriction, that the Housing Department has the ultimate and final authority to determine eligibility of households renting the Residential Unit. If the Housing Department, upon review of supporting documentation determines that an occupant of the Residential Unit does not qualify as a Qualified Household, the Housing Department shall have the authority to require the Owner to terminate the lease between Owner and the occupant of the Residential Unit pursuant to Sections 4 & 5 below.

B. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall the Town of Jackson, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of the Town of Jackson, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.

C. No Owner Occupancy. Owner shall not reside in or occupy the Residential Unit. For purposes of this paragraph, if Owner is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or other) or a trust, this prohibition on owner-occupancy shall extend to any partner, member, shareholder, other principal or owner of the entity, and any trustee or beneficiary of the trust.

D. Household Composition. Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate Federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.

E. Written Lease Requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household

proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.

F. Rental Term. The Residential Unit shall be offered for rent in periods of not less than six (6) months.

G. Rental Rate. The household size used to determine the median family income is based on one (1) person per bedroom. A studio Residential Unit's maximum rent will be fifteen percent (15%) less than the maximum rental rate for a one-bedroom Residential Unit. The maximum Rental Rate that may be charged for the Residential Unit is variable annually based on the Housing and Urban Development Department's Median Family Income standard for Teton County, Wyoming. The Housing Department will calculate the maximum Rental Rate every year for the Residential Unit after the Housing and Urban Development Department issues the Median Family Income for Teton County, Wyoming in the following manner: The maximum monthly rental rate for 0 – 80% Income range for 2018 is: $34,475 (50% of 2018 median family income for one (1) person household) multiplied by thirty percent (30%) with the product divided by twelve (12) and multiplied by 85% for a Studio = $733. The rent charged must include basic utilities (electric, gas, water, sewer) and trash removal. Notwithstanding the foregoing to the contrary, the rental rate charged by Owner may at any time be less than the maximum rent calculation.

H. Rental Unit: Except as provided herein, the Residential Unit shall remain a rental unit for Qualified Households.

I. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of ten percent (10%) of the Rental Term in cumulative days per calendar year.

J. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.

K. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.

L. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the same may be adopted from time to time.

M. Insurance. Owner shall keep the Residential Unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowner's association insurance), for the full replacement value of the Residential Unit.

N. Maintenance. Owner shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent and sanitary condition. In the event Owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to enter the Residential Unit and repair such condition and Owner shall reimburse Housing Department for such reasonable repair costs. Payment to Housing Department from Owner shall be due upon receipt of invoice.

O. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each Owner shall comply, and cause its tenants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to Owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by Owner. Owner shall maintain such records for a period of not less than two (2) years.

P. Preference. Owner may give first-priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of Owner. In the event there are no persons directly employed by Owner to whom Owner desires to rent the Residential Unit, then Owner may rent to any Qualified Household.

SECTION 3. SALE OF THE RESIDENTIAL UNIT. The Residential Unit ~~Complex~~ may be bought and sold as Owner may determine except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Any such conveyance of the Residential Unit shall be subject to these Special Restrictions. Not less than ten (10) days prior to the closing of the sale or other transfer of the Residential Unit, Owner shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the new owner.

SECTION 4. DEFAULT. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, each of the following shall be considered a default ("Default"):

A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.

B. A violation of any term of these Special Restrictions or any laws affecting the Residential Unit.

C. Vacancy of a Residential Unit for more than sixty (60) days continuously.

D. Fraud or misrepresentation by Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

E. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially insolvent according to law, or if any assignment is made of the property of Owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or Owner's property by a court of competent jurisdiction.

In the event the Housing Department believes there to be a Default, the Housing Manager, or a Designee of the Housing Department shall send written notice to Owner of such violation, the required action to cure and the timing for such cure. If Owner disputes the Housing Department's decision, Owner shall proceed in accordance with the Rules and Regulations.

SECTION 5. DEFAULT REMEDIES. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, in addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, after notice and opportunity to cure as set forth in the preceding section, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. Specific Performance. The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance.

B. Equitable Relief. In addition to subsection A, any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or any other action authorized under the laws of the State of Wyoming.

C. Revocation. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, revoke or seek revocation of the rights to use or occupy the Residential Unit.

D. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 6. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

A. Termination. These Special Restrictions may be terminated after a determination by the Town of Jackson, Wyoming that these Special Restrictions are no longer consistent with the Town of Jackson, Wyoming goals for affordable housing.

B. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and recorded in the Teton County Clerk's Office against the title to the Residential Unit, with the written consent of Owner of the Residential Unit ~~Complex~~ and Town of Jackson, Wyoming.

C. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 7. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and Town of Jackson. These Special Restrictions shall be prior and superior to any mortgage or lien interest encumbering the ~~Land and/or~~ Residential Unit ~~Complex~~.

SECTION 8. NOTICES. All notices required to be served upon the parties to this Special Restriction shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address and/or owner and/or other contact information in the manner provided for giving notice.

To Housing Department
Jackson/Teton County Affordable Housing Department
P.O. Box 714
Jackson, WY 83001

With a Copy to:
Town of Jackson
P.O. Box 1687
Jackson, WY 83001

To Owner

_____
_____
Jackson, WY 83001

SECTION 9. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file

suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 10. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner by accepting a deed for the Residential Unit hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions

SECTION 11. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 12. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 13. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 14. INDEMNIFICATION. Owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, and its directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for an Owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and the Town of Jackson.

SECTION 15. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 16. GOVERNMENTAL IMMUNITY. Neither the Town of Jackson, JTCHA, nor the Housing Department waive governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, Owner has executed this instrument on the_____day of_____, 20___ (the "Effective Date").

OWNER:

_____
Its:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the_____day of_____, 20____, the foregoing Special Restrictions for Employee Housing was acknowledged before me by _____ as _____President of _____.

Witness my hand and official seal.

(Seal)

_____
Notary Public

TOWN OF JACKSON:

_____
Pete Muldoon, Mayor

ATTEST:

_____
Sandy Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the_____day of_____, 20 , the foregoing instrument was acknowledged before me by Pete Muldoon as Mayor of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

_____
Notary Public
My commission expires:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

_____
Stacy Stoker, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the_____day of_____, 20 , the foregoing instrument was acknowledged before me by Stacy Stoker, as Housing Manager of the Jackson/The Town of Jackson Affordable Housing Department.

Witness my hand and official seal.

(Seal)

_____
Notary Public
My commission expires:

Special Restrictions

for Workforce Condominium Rental Housing

Located at insert Town of Jackson or Teton County, Wyoming

These Special Restrictions for Workforce Rental Housing, ("Special Restrictions"), are made this _____ day of _____, 20___(the "Effective Date"), by the undersigned Owner ("Owner") and insert the Town of Jackson or Teton County, Wyoming.

RECITALS:

WHEREAS, Owner holds fee ownership interest in that certain real property, located in insert the Town of Jackson or Teton County, Wyoming, and more specifically described as follows:

Click here to add legal description of property.

PIDN: _____("Residential Unit")

WHEREAS, as a condition of its approval for permit #Click here to enter Permit #. ("_____ Approval"), Owner was required to provide and restrict as follows:

Owner developed property addressed as_____, _____, Wyoming 830___ for a _____square foot retail/service/office/residential/etc. building. This development generated the obligation to provide Workforce Ownership Housing in accordance with _____ Approval. Owner is restricting:

- *Unit _____, with _____ number of bedrooms.*
- *Unit _____, with _____ number of bedrooms.*
- *Unit _____, with _____ number of bedrooms.*

(hereinafter each is a "Residential Unit").

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners resolved to form the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to W.S. §15-10-116, as amended, and its successors or assigns, known as the Jackson/Teton County Housing Authority ("JTCHA");

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners further resolved to create the Jackson/Teton County Affordable Housing Department ("Housing Department") who are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce this Special Restriction;

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of insert approval type (FDP, CUP, etc.) Approval, and consistent with the insert the Town of Jackson or Teton County's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

WHEREAS, Owner desires to adopt these Special Restrictions and declare that the Residential Unit shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Unit, and shall be enforceable by Housing Department and insert the Town of Jackson or Teton County, Wyoming.

RESTRICTIONS:

NOW THEREFORE, in satisfaction of the conditions in the _____ Approval, and in consideration of such _____ Approval and further consideration of the foregoing Recitals, which are by this reference incorporated herein, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, shall be owned, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity.

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS. References made herein to the "Rules and Regulations" are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures, and guidelines are on file with the Housing Department or otherwise with insert the Town of Jackson or Teton County, Wyoming, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations.

SECTION 2. RESTRICTIONS ON OCCUPATION AND USE OF RESIDENTIAL UNIT. In addition to any restrictions included in the current Housing Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. Qualified Household. The rental, use and occupancy of the Residential Units shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below ("Qualified Household").

1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business.

A.) A local business means (1) a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and (2) the business serves clients or customers who are physically located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job.

Or

B.) A business physically located in Teton County Wyoming who employs two or more Qualified Employees, which qualified employees must work in Teton County Wyoming

to perform their job.

2. Income Requirement. The entire Qualified Household must earn at least seventy-five percent (75%) of the Household's income from a local business, as defined above.
3. No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
4. Initial Determination by the Owner. Owner shall require each prospective renter of a Residential Unit to provide information sufficient to show eligibility as a Qualified Household under the Workforce Housing Program pursuant to the requirements of this restriction and the Housing Rules and Regulations. The determination shall be based upon written applications, representations, information and verifications, including *at a minimum*, a W-2 for each adult renter or other IRS filing showing source of earnings, a signed and sworn statement regarding ownership of other real estate and a list of current employer(s), hours worked as well as contact information for each employer(s) and other such information reasonably requested by the Housing Department to verify and substantiate as a Qualified Household.
5. Continuing Obligation to Remain a Qualified Household. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.
6. Occupancy. Each Residential Unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a fulltime basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit.
7. Reporting Requirement – Housing Department Determination. Owner shall, by January 31 of each year, provide to the Housing Department a summary of the eligibility verification information contained above for each occupant of a Residential Unit as set forth on the Housing Department Template that will be provided to Owner. Upon written request by the Housing Department for supporting documentation, Owner shall provide the same within fifteen (15) business days of receipt of such written request. Additionally, Owner shall, by January 31 of each year, provide the Housing Department with its most current lease form for Residential Units. Each Residential Unit Lease must state, and it is a material consideration of this restriction, that the Housing Department has the ultimate and final authority to determine eligibility of households renting Residential Units. If the Housing Department, upon review of supporting documentation determines that an occupant of a Residential Unit does not qualify as a Qualified Household, the Housing Department shall have the authority to require the Owner to terminate the lease between Owner and the occupant of a Residential Unit pursuant to Sections 4 & 5 below.

B. No Legal Action. No Owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against insert the Town of Jackson or Teton County, Wyoming or the Housing Department, or any person affiliated with insert the Town of Jackson or Teton County, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall insert the Town of Jackson

or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of insert the Town of Jackson or Teton County, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.

C. Household Composition. Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate Federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.

D. Written Lease Requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.

E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than six (6) months.

F. Rental Rate: Owner shall set the rent. There is no cap on rent or rent appreciation.

G. Rental Unit: Except as provided herein, the Residential Unit shall remain a rental unit for Qualified Households.

H. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of ten percent (10%) of the Rental Term in cumulative days per calendar year

I. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.

J. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.

K. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the same may be adopted from time to time.

L. Insurance. Owner shall keep the Residential Unit continuously insured against physical loss for the full replacement value of the Residential Unit.

M. Maintenance. Owner shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent and sanitary condition. In the event Owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to enter the Residential Unit and repair such condition and Owner shall reimburse Housing Department for such reasonable repair costs. Payment to Housing Department from Owner shall be due upon receipt of invoice.

N. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each owner shall comply, and cause its tenants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by Owner. Owner shall maintain such records for a period of two (2) years.

O. Preference. Owner may give first-priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of Owner. In the event there are no persons directly employed by Owner to whom Owner desires to rent the Residential Unit, then Owner may rent to any Qualified Household.

SECTION 3. SALE OF THE RESIDENTIAL UNIT. The Residential Unit may be bought and sold as Owner may determine except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Any such conveyance of a Residential Unit shall be subject to these Special Restrictions. Not less than ten (10) days prior to the closing of the sale or other transfer of the Residential Unit, Owner shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the new owner.

SECTION 4. DEFAULT.Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, each of the following shall be considered a default ("Default"):

A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.

B. A violation of any term of these Special Restrictions or any laws affecting the Residential Unit.

C. Vacancy of a Residential Unit for more than sixty (60) days continuously.

D. Fraud or misrepresentation by Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

E. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially insolvent according to law, or if any assignment is made of the property of Owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any

substantial part of the Residential Unit, or Owner's property by a court of competent jurisdiction.

In the event the Housing Department believes there to be a Default, the Housing Manager, or a Designee of the Housing Department, shall send written notice to Owner of such violation, the required action to cure and the timing for such cure. If Owner disputes the Housing Department's decision, Owner shall proceed in accordance with the Rules and Regulations.

SECTION 5. DEFAULT REMEDIES. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations,in addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, after notice and opportunity to cure as set forth in the preceding section, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. Specific Performance. The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance.

B. Equitable Relief. In addition to subsection A, any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or any other action authorized under the laws of the State of Wyoming.

C. Revocation. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, revoke or seek revocation of the rights to use or occupy the Residential Unit.

D. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 6. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

A. Termination. These Special Restrictions may be terminated after a determination by the insert the Town of Jackson or Teton County, Wyoming that these Special Restrictions are no longer consistent with the insert the Town of Jackson or Teton County, Wyoming goals for affordable housing.

B. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and recorded in the Teton County Clerk's Office against the title to the Residential Unit, in whole or in part, with the written consent of Owner of the ResidentialUnitand insert the Town of Jackson or Teton County, Wyoming.

C. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 7. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants

running with the Residential Units, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Residential Units, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by the Housing Department and insert the Town of Jackson or Teton County, Wyoming. Where these Special Restrictions are silent, the Housing Rules and Regulations govern. These Special Restrictions shall be prior and superior to any mortgage or lien interest encumbering the Resideintial Unit.

SECTION 8. NOTICES. All notices required to be served upon the parties to this Special Restriction shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address and/or owner and/or other contact information in the manner provided for giving notice.

To Housing Department
Jackson/Teton County Affordable Housing Department
P.O. Box 714
Jackson, WY 83001

With a Copy to:
insert the Town of Jackson or Teton County.
insert the Town of Jackson or Teton County.
Jackson, WY 83001.

To Owner

_____
_____
_____

SECTION 9. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 10. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner by accepting a deed for the Residential Unithereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 11. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such

invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 12. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 13. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 14. INDEMNIFICATION. Owner shall indemnify, defend, and hold, the Housing Department and insert the Town of Jackson or Teton County, and its directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for an owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and insert the Town of Jackson or Teton County.

SECTION 15. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 16. GOVERNMENTAL IMMUNITY. Neither insert the Town of Jackson or Teton County, JTCHA, nor the Housing Department waive governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the Effective Date.

Owner:

_____

_____

_____

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____day of _____, 20___, before me, the undersigned Notary Public, personally appeared _____for _____, LLC, a

Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the _____of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

[SEAL]

_____
Notary Public

TOWN OF JACKSON

_____
Pete Muldoon, Mayor

ATTEST:_____
By: Sandy Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _ day of _____, 20__, the foregoing instrument was acknowledged before me by Pete Muldoon as Mayor, of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

_____
Notary Public
My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _ day of _____, 20__, the foregoing instrument was acknowledged before me by Sandy Birdyshaw as Town Clerk, of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

_____
Notary Public
My commission expires:

Approved as to form:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

_____

Insert name of Housing Manager, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the day _____ of _____, 20__, the foregoing instrument was acknowledged before me by Insert name of Housing Manager, as Housing Manager of the Jackson/Teton County Affordable Housing Department.

Witness my hand and official seal.

(Seal)

_____

Notary Public
My commission expires:

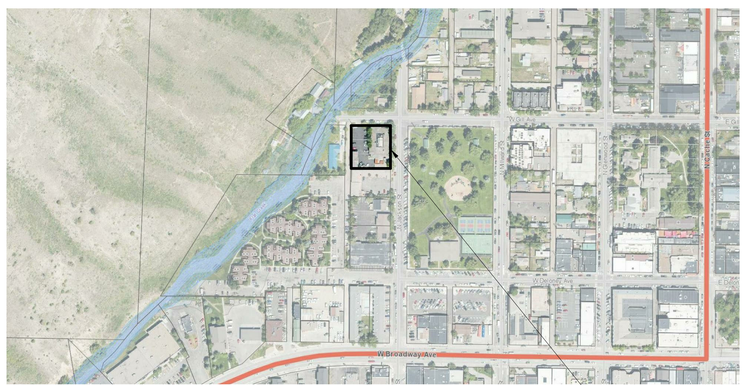
PROJECT IMAGES

NOTE: THESE IMAGES AND IMAGES CONTAINED HEREIN ARE AN ARTIST'S REPRESENTATION INTENDED FOR VISUALIZATION ONLY AND MAY NOT DEPICT ALL CONDITIONS ACCURATELY. REFER TO DRAWINGS FOR ACCURATE DESIGN.

APPROACH ON GILL AVE.

PEDESTRIAN APPROACH N. JACKSON STREET

VICINITY MAP (N.T.S.)



PROJECT DIRECTORY

OWNER: HARRISON HOSPITALITY PROPERTIES, LP
175 N JACKSON ST
JACKSON, WY 83001
PHONE: 307-733-2000
CONTACT: BRANDON HARRISON
RON HARRISON
CELL: 307-690-6968
email: bharrison@rustyparrot.com

ARCHITECT: ROWLAND+BROUGHTON
ARCHITECTURE AND URBAN DESIGN
500 W. MAIN ST.
ASPEN, CO 81611
PHONE: 970.544.9006
FAX: 970.544.3473
CONTACT: SCOTT MCHALE
scott@rowlandbroughton.com
cell: 970.708.5035

PRECON CONTRACTOR: BIG D SIGNATURE
1705 HIGH SCHOOL RD
BLDG 100, STE 150
JACKSON, WY, 83002
PHONE: 307-215-8097
CONTACT: SHANDON BRINKERHOFF
cell: 307-413-9881
email: shandon.brinkerhoff@big-d.com

LAND PLANNER: Y2 CONSULTANTS
180 S. WILLOW ST
JACKSON, WY 83001
PHONE: 307-733-2999
CONTACT: SCOTT PIERSON
HAL HUTCHINSON
cell: 307-699-0265 Hal
307-413-8522 Scott
email: scott@y2consultants.com
hal@y2consultants.com

SURVEYOR: Y2 CONSULTANTS
180 S. WILLOW ST
JACKSON, WY 83001
PHONE: 307-733-2999
CONTACT: MARK FELLERMAN
cell: 307-413-5429
email: mark@y2consultants.com

CIVIL ENGINEER: Y2 CONSULTANTS
180 S. WILLOW ST
JACKSON, WY 83001
PHONE: 307-733-2999
CONTACT: VINCE ROUX
cell:
email: vince@y2consultants.com

GEOTECHNICAL ENGINEER: Y2 CONSULTANTS
180 S. WILLOW ST
JACKSON, WY 83001
PHONE: 307-733-2999
CONTACT: ZIA YASROBI, PE
cell:
email: zia@y2consultants.com

LANDSCAPE ARCHITECT: AGROSTIS, INC.
PO BOX 3074
1130 MAPLE WAY, SUITE #2C
JACKSON, WY 83001
CONTACT: HEATH KUSZACK, PLA, CLARB, ASLA
cell: 307-413-1883
email: heath@agrostisinc.com

STRUCTURAL ENGINEER: KLAA, INC.
215 N. 12TH STREET, UNIT E
CARBONDALE, CO 81623
CONTACT: DAN DOHERTY
cell: 970-948-7464
email: ddoherty@klaa.com

SHEET INDEX

ARCHITECTURAL

A0.1	COVER
A0.6	FLOOR AREA CALCULATIONS
A1.1	PROPOSED SITE PLAN
A1.2	PROPOSED PEDESTRIAN FRONTAGE PLAN
A1.3	PROPOSED SITE PLAN @ BASEMENT LEVEL
A1.4	PROPOSED SITE LIGHTING CONCEPTS
A1.5	PROPOSED SITE LIGHTING EXAMPLES
A1.6	PROPOSED SNOW STORAGE PLAN
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A4.4_A	EXTERIOR ELEVATIONS TOJ COMPLIANCE

SURVEY

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CIVIL

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C1.1	EXISTING CONDITIONS
C2.1	FINISHED CONDITIONS
C3.1	GRADING PLANS - SITE PLAN
C3.2	GRADING PLANS - BASEMENT PLAN
C3.3	GRADING PLANS - CURB & GUTTER P & P 1
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LANDSCAPE

L1.0	DEVELOPMENT PERMIT APPLICATION - LANDSCAPE PLAN

PROJECT INFORMATION AND ZONING SUMMARY

PROJECT:	175 N JACKSON ST JACKSON, WY 83001
PARCEL ID:	22-41-16-28-4-11-001
PERMIT #:	PENDING
LEGAL DESCRIPTION:	LOT 1,2,3, BLK 4, JACKSON
ZONE DISTRICT:	DC, DOWNTOWN CORE
HEIGHT LIMIT:	46' FOR 5/12 OR STEEPER; 42' FOR LESS THAN 5/12
LOT SIZE:	20,908 ± SF (0.48ACRES ±)
OCCUPANCY CLASSIFICATION:	R-1, A-2, A-3, B, S-2 MIXED USE
BUILDING TYPE:	TYPE VA, 1 HR, SEE CODE SHEETS
FIRE SPRINKLER:	NFPA 13
FIRE RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS (HOURS):	1 HOUR, STRUCTURE, SEE CODE SHEETS
SETBACKS	
SIDE:5	0' or 5'-0" SEE SITE PLAN
PRIMARY:	5'-0" RANGE FROM PEDESTRIAN FRONTAGE SETBACK SEE SITE PLAN
REAR:	0' or 5'-0" SEE SITE PLAN
INSULATION REQUIREMENTS	PER 2012/2015 IECC TETON COUNTY - CLIMATE ZONE 7 MAXIMUM GLAZING U-FACTOR: 0.37 OPERABLE / 0.29 FIXED MIN. CEILING R-VALUE: R-49 OR R-35ci MIN. WALL R-VALUE: R-13 & R-7.5ci OR R-20 & R-3.8ci MIN. FLOOR R-VALUE: R-30 MIN. BASEMENT WALL R-VALUE: R10ci MIN. SLAB PERIMETER R-VALUE: R-15, 24" BELOW MIN. CRAWL SPACE WALL R-VALUE: R-10ci

rowland+broughton
architecture / urban design / interior design
500 w. main st.
aspen, co 81611
970.544.9006
1830 blake st.
denver, co 80202
303.308.1373

Consultants:

Issuances and Revisions:
2020.05.01 DEVELOPMENT PERMIT APPLICATION

RUSTY PARROT LODGE

175 N. JACKSON ST.
JACKSON, WY 83001

PROJECT NO:
22007

SHEET TITLE:
COVER

SCALE: 12" = 1'-0"

A0.1

COPYRIGHT 2020 ROWLAND + BROUGHTON ARCHITECTURE AND URBAN DESIGN
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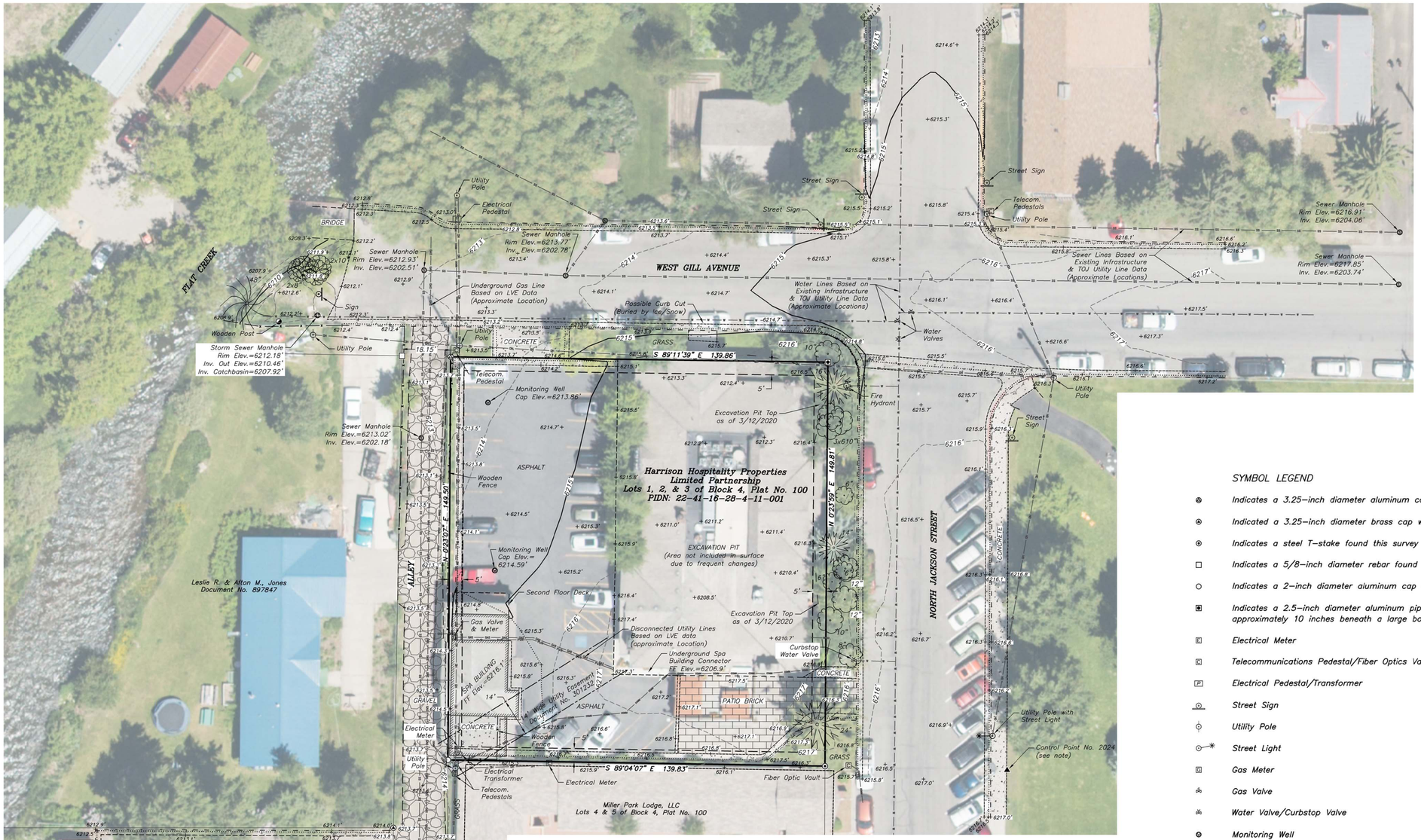
File Path: C:\Users\shpc\Documents\Revit Local\2020_RUSTY PARROT_CENTRAL_Jackson_Hole.rvt
Print Date: 5/1/2020 12:18:39 PM



LINEWORK LEGEND

- Measured Property Boundary
- Adjoining Property Boundary
- Max Building Setbacks – Town of Jackson
- Record Easement Line
- Existing Building Perimeter
- Building Deck/Wooden Bridge
- Building on Adjoining Property
- Flowline
- Fenceline
- Top Back of Curb
- Underground Sewer Line
- Underground Water Line
- Underground Gas Line
- Underground Telecommunications Line
- Underground Power Line
- Overhead Wire
- Asphalt
- Concrete
- Patio Brick
- Gravel
- 6215' Index Contours
- 6217' Intermediate Contours

SYMBOL LEGEND

- Indicates a 3.25–inch diameter aluminum cap inscribed "PE & LS 2612" found this survey
- Indicated a 3.25–inch diameter brass cap with illegible markings found this survey
- Indicates a steel T–stake found this survey
- Indicates a 5/8–inch diameter rebar found this survey
- Indicates a 2–inch diameter aluminum cap inscribed "PLS 6447" found this survey
- Indicates a 2.5–inch diameter aluminum pipe monument with no cap found this survey. Pipe found approximately 10 inches beneath a large boulder, and appeared to be broken or sawed off.
- Electrical Meter
- Telecommunications Pedestal/Fiber Optics Vault
- Electrical Pedestal/Transformer
- Street Sign
- Utility Pole
- Street Light
- Gas Meter
- Gas Valve
- Water Valve/Curbstop Valve
- Monitoring Well
- Fire Hydrant
- Sewer Manhole
- Storm Sewer
- Wooden Post
- 6213.7' Spot Elevation

- 12" Spruce Tree – Approx. Trunk Diameter Shown
- 12" Aspen Tree – Approx. Trunk Diameter Shown
- 12" Cottonwood Tree – Approx. Trunk Diameter Shown
- 12" Willow Tree – Approx. Trunk Diameter Shown

NOTES

Topographic features represented on this map show conditions determined by a field survey conducted during January, February, March, and April of 2020, and may not reflect changes made subsequent to those dates. The process of razing the former Rusty Parrot Hotel was ongoing at the time of this survey, causing the site to be in a constant state of change. Variable amounts of snow and ice existed on the ground at the time of this survey, and some topographic features may have been obscured.

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Property boundary shown hereon is measured between found survey monuments. Boundaries of adjacent properties are shown for reference only.

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Current Zoning = DC (T.O.J. Downtown Core)
For applicable setback and height regulations established by the Town of Jackson Land Development Regulations, effective July 18, 2018, as amended, refer to the County Document (Ordinance 1198).
Building setbacks (5' maximum setback shown hereon):
Primary Street Range (Min/Max) = 0'–5'
Secondary Street Range (Min/Max) = 0'–5'
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Rear (Min) = 0' or 5'

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Easements of sight and record not shown hereon may exist.

20 0 20 40 60
GRAPHIC SCALE – FEET
1" = 20' (valid for 24"x36" prints only)
CONTOUR INTERVAL 1'

North

Y2 Consultants
180 South Willow St.
P.O. Box 2870
Jackson, WY 83001
Y2consultants.com

Existing Conditions Survey

Project Number • 19352
Project Path • F:\2019\19352_RustyParrot\Survey\ACAD\19352_200427_COMBINED_ECS.dwg
Drawn By • MWW
Reviewed By •
Drawing Date • March 13, 2020
Revision Date • April 27, 2020

Client Name
•
Rusty Parrot

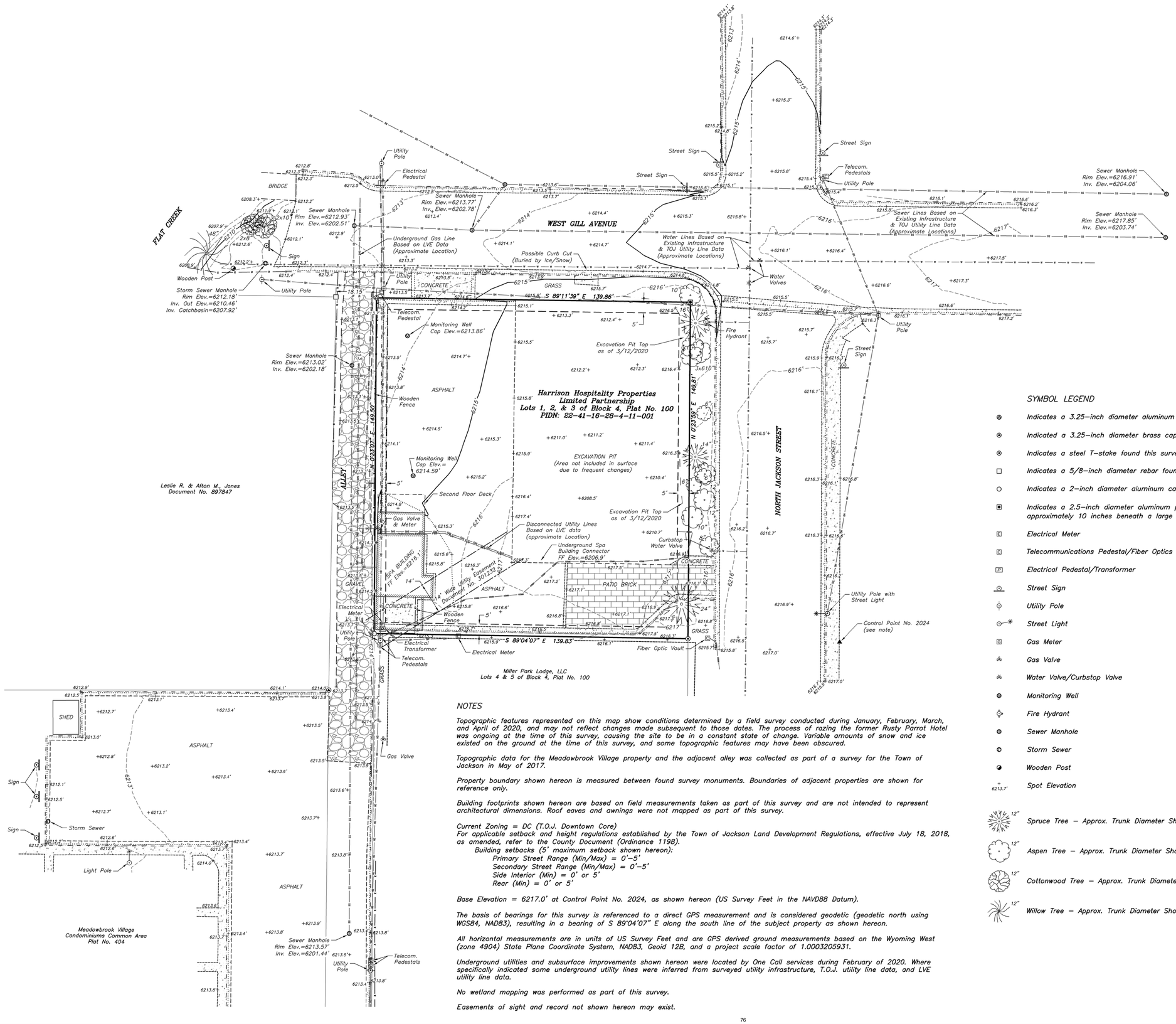
Project Address
175 N Jackson St.
Jackson WY, 83001

Harrison Hospitality Properties Limited Partnership

Lots 1, 2, & 3 of Block 4, Plat No. 100
SE1/4SE1/4 of Section 28,
T. 41 N., R. 116 W., 6th P.M.,
Teton County, Wyoming

we define, design & deliver
the places that you play, Live & Work

Sheet 1 of 2



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Easements of sight and record not shown hereon may exist.

Y2 Consultants
180 South Willow St.
P.O. Box 2870
Jackson, WY 83001
Y2consultants.com

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SE1/4SE1/4 of Section 28,
T. 41 N., R. 116 W., 6th P.M.,
Teton County, Wyoming

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the places that you play, Live & Work

Sheet 2 of 2

SURVEY NOTES

1. TOPOGRAPHIC FEATURES REPRESENTED ON THIS MAP SHOW CONDITIONS DETERMINED BY A FIELD SURVEY CONDUCTED DURING JANUARY, FEBRUARY, MARCH, AND APRIL OF 2020, AND MAY NOT REFLECT CHANGES MADE SUBSEQUENT TO THOSE DATES. THE PROCESS OF RAZING THE FORMER RUSTY PARROT HOTEL WAS ONGOING AT THE TIME OF THIS SURVEY, CAUSING THE SITE TO BE IN A CONSTANT STATE OF CHANGE. VARIABLE AMOUNTS OF SNOW AND ICE EXISTED ON THE GROUND AT THE TIME OF THIS SURVEY, AND SOME TOPOGRAPHIC FEATURES MAY HAVE BEEN OBSCURED.
2. TOPOGRAPHIC DATA FOR THE MEADOWBROOK VILLAGE PROPERTY AND THE ADJACENT ALLEY WAS COLLECTED AS PART OF A SURVEY FOR THE TOWN OF JACKSON IN MAY OF 2017.
3. PROPERTY BOUNDARY SHOWN HEREON IS MEASURED BETWEEN FOUND SURVEY MONUMENTS. BOUNDARIES OF ADJACENT PROPERTIES ARE SHOWN FOR REFERENCE ONLY.
4. BUILDING FOOTPRINTS SHOWN HEREON ARE BASED ON FIELD MEASUREMENTS TAKEN AS PART OF THIS SURVEY AND ARE NOT INTENDED TO REPRESENT ARCHITECTURAL DIMENSIONS. ROOF EAVES AND AWNINGS WERE NOT MAPPED AS PART OF THIS SURVEY.
5. CURRENT ZONING = DC (T.O.J. DOWNTOWN CORE)
6. FOR APPLICABLE SETBACK AND HEIGHT REGULATIONS ESTABLISHED BY THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS, EFFECTIVE JULY 18, 2018, AS AMENDED, REFER TO THE COUNTY DOCUMENT (ORDINANCE 1198).
7. BUILDING SETBACKS (5' MAXIMUM SETBACK SHOWN HEREON):
   PRIMARY STREET RANGE (MIN/MAX) = 0'–5'
   SECONDARY STREET RANGE (MIN/MAX) = 0'–5'
   SIDE INTERIOR (MIN) = 0' OR 5'
   REAR (MIN) = 0' OR 5'
8. BASE ELEVATION = 6217.0' AT CONTROL POINT NO. 2024, AS SHOWN HEREON (US SURVEY FEET IN THE NAVD88 DATUM).
9. THE BASIS OF BEARINGS FOR THIS SURVEY IS REFERENCED TO A DIRECT GPS MEASUREMENT AND IS CONSIDERED GEODETIC (GEODETIC NORTH USING WGS84, NAD83), RESULTING IN A BEARING OF S 89°04'07" E ALONG THE SOUTH LINE OF THE SUBJECT PROPERTY AS SHOWN HEREON.
10. ALL HORIZONTAL MEASUREMENTS ARE IN UNITS OF US SURVEY FEET AND ARE GPS DERIVED GROUND MEASUREMENTS BASED ON THE WYOMING WEST (ZONE 4904) STATE PLANE COORDINATE SYSTEM, NAD83, GEOID 12B, AND A PROJECT SCALE FACTOR OF 1.0003205931.
11. UNDERGROUND UTILITIES AND SUBSURFACE IMPROVEMENTS SHOWN HEREON WERE LOCATED BY ONE CALL SERVICES DURING FEBRUARY OF 2020. WHERE SPECIFICALLY INDICATED SOME UNDERGROUND UTILITY LINES WERE INFERRED FROM SURVEYED UTILITY INFRASTRUCTURE, T.O.J. UTILITY LINE DATA, AND LVE UTILITY LINE DATA.
12. NO WETLAND MAPPING WAS PERFORMED AS PART OF THIS SURVEY.
13. EASEMENTS OF SIGHT AND RECORD NOT SHOWN HEREON MAY EXIST.

DEVELOPMENT PLAN NARRATIVE

This narrative supplements the Development Plan Application narrative with sections specific to the Civil Engineering plans and relevant sections of the TOJ LDRs.

Excavation and Shoring
Excavation will take place within the property boundaries in accordance with TOJ LDRs Section 5.7.2.B.8. *Cut and Fill within Site Boundaries*, except for re–grading of adjacent streetscapes in the ROW, and trenching for utilities. Construction barriers and/or fencing will surround the project during construction in order to protect pedestrians and restrict access.

In accordance with TOJ LDR Section 5.7.2.B.10 *Cut and Fill Slopes*, all cut and fill slopes will be graded at 2:1 or shallower, except where permanent and temporary retaining walls are proposed. Retaining walls greater than 4 ft in height will be designed by a Wyoming PE per 5.7.2.B.3.

Construction of the basement level will require vertical excavation at or near the property boundary. This will be accomplished using one of several potential soil stabilization methods to be later determined and specified in detail by the General Contractor in a shoring plan. The shoring plan will be prepared by a team that includes the project Geotechnical Engineer, Civil Engineer, Architect, and Shoring Contractor. The final documents will be provided as part of the Construction Management Plan and submitted with the Building Permit application.

Shoring techniques can include both vertical and horizontal components. Horizontal shoring components have the potential to extend across the property boundary and into the subsurface of adjacent lands. Where potential conflicts with utilities exist the shoring design will use a combination vertical and horizontal system to avoid those conflicts. The combination system employs vertical elements at upper elevations in order to avoid major encroachment beyond the property boundary. As shoring is constructed and excavation deepens below the depth of the utilities other shoring designs with horizontal elements that encroach into the ROW may be implemented. These horizontal components would be sufficiently deep to avoid utility conflicts and would be designed such that they would not destabilize the foundation/bedding materials for those utilities.

In accordance with TOJ LDR Section 5.7.2.B.8. *Cut and Fill* within Site Boundaries; shoring components will remain within the property boundary, or an easement and/or encroachment agreement will be sought. Shoring elements that are temporary will be abandoned in place as the basement foundation and walls are constructed and replace the shoring as the structural building support and provide stabilization of the surrounding soils. The abandoned shoring elements would not be of concern for subsequent excavations on adjacent projects, particularly those related to typical work occurring in the ROW including street grading and maintenance, and utility installation, maintenance or replacement, but could be altered or removed if necessary.
dewatering

Dewatering
Should dewatering become necessary during construction it will comply with section 5.7.4.B. *Design Criteria, Standards, and Specifications for Erosion Control Measures*. All necessary State permitting and discharge requirements will be met. Method and location of discharge will be determined once dewatering is determined to be necessary, and would be coordinated with TOJ Public Works.

DESIGN NOTES

Water and Sewer Demand

Water demand was calculated using the original Hunter's Curve and water fixture unit counts:

Appurtenance	Private or Public	Quantity	WSFU
Shower (per head)	Private	44	**61.6**
Bathtub or Bath/Shower	Private	42	**168.0**
Lavatory	Public	15	**30.0**
Lavatory	Private	81	**81.0**
Clothes Washer (Res.)	Public	3	**18.0**
Water Closet (flush valve)	Public	9	**90.0**
Water Closet (flush tank)	Private	41	**90.2**
Dishwasher (Comm.)	Public	1	**15.0**
Sink-Service/Mop	Public	2	**6.0**
Sink-Bar	Public	3	**9.0**
Sink-Laundry	Public	1	**1.5**
Urinal (flush tank)	Public	3	**9.0**
Sink-Kitchen	Private	11	**16.5**

Total WFSU = 596. Total peak hourly flow rate per Hunter's Curve = 170 gpm.
Irrigation demand = 30 gpm
Total, peak, hourly water demand = 200 gpm
Total, average, hourly water demand = 100 gpm (assume peaking factor of 2).
Maximum daily water demand = 24,480 gpd (assume peaking factor of 10 per Georgia Environmental Protection Division's Minimum Standards for Public Water Systems).

Sewer flows were calculated according to WYDEQ Rules & Regulations:

40 "motel" bedrooms at 140 gpd each	= 5,600 gpd
3 laundry machines at 450 gpd each	= 1,350 gpd
145 meals per day at 10 gpd each	= 1,450 gpd
45 staff at 15 gpd each	= 675 gpd
Total flow rate	= 9,075 gpd

Stormwater System and Alley Grading
During the Dev. Plan pre–application conference the Applicant and their Agents discussed options for the Rusty Parrot stormwater management plan with TOJ staff. The option considered with TOJ Engineering was design of the terminus of a potential future TOJ stormwater system buildout to which the Rusty Parrot will connect. The stormwater system will discharge to Flat Creek via a treatment system installed at the West end of Gill Avenue.

Included in in these plans and as part of this application is a proposed design for said system. It has been designed to accommodate buildout of a larger TOJ stormwater system (final pipe sizing to be determined with TOJ) to the east in Gill Avenue, to the south in Jackson Street, and to the south in the Alley. This has been accomplished in the following manners:

1. Match Flat Creek discharge invert elevation to existing discharge pipe.
2. Maintain minimum pipe slope for pipe size in accordance with WYDEQ Rules. (Pipe size has been approximated due to lack of data on total flows) except where potential utility conflicts exist.
3. Generate conceptual grading and stormwater piping plans for the Alley – provided as the last sheet in this plan set "Feasibility Grading – Alley P&P" – that illustrate how the Alley could be regraded, and stormwater piping installed, to correct existing drainage problem.

The applicant proposes this design as an optimal solution for both the applicant and TOJ. As the stormwater infrastructure in the ROW is proposed as a future TOJ system the final design and construction will occur in close cooperation with TOJ Public Works. However, the applicant proposes this solution under the assumption that TOJ will participate in cost–sharing for this infrastructure and the cost sharing on the part of the TOJ should be commensurate with the significant benefit it provides to the overall TOJ infrastructure. The alternative is for the applicant to propose a stormwater collection system that only serves the project thereby missing out on the opportunity to resolve the broader drainage problems within the neighborhood.

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RUSTY PARROT LODGE
HARRISON HOSPITALITY PROPERTIES, LP.
175 N JACKSON STREET
JACKSON, WY

NOTES

C0.1

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APPROXIMATE LOCATION OF STORM SEWER DISCHARGE PIPE

ASSUMED ALIGNMENT OF STORM SEWER PIPE

STORM SEWER MANHOLE
RIM ELEV. = 6212.18'
INV. OUT ELEV.=6210.46'
INV. CATCHBASIN=6207.92'

SEWER MANHOLE
INV. ELEV.=6202.51'

SEWER MANHOLE
INV. ELEV.=6202.78'

UNDERGROUND GAS LINE BASED ON LVE DATA
(APPROXIMATE LOCATION)

WEST GILL AVENUE

POSSIBLE CURB CUT (BURIED BY ICE/SNOW)

WATER LINES BASED ON EXISTING
INFRASTRUCTURE & TOJ UTILITY LINE DATA
(APPROXIMATE LOCATIONS)

WATER VALVES

CONCRETE

GRASS

TELECOM. PEDESTAL, TYP.

S 89°11'39" E 139.86'

MONITORING WELL
CAP ELEV.=6213.86'

FIRE HYDRANT

SEWER MANHOLE
INV. ELEV.=6202.18'

WOODEN FENCE

SANITARY SEWER SERVICE

ASPHALT

HARRISON HOSPITALITY PROPERTIES
LIMITED PARTNERSHIP
LOTS 1, 2, & 3 OF BLOCK 4, PLAT NO. 100
PIDN: 22-41-16-28-4-11-001

LESLIE R. & AFTON M., JONES
DOCUMENT NO. 897847

N 0°23'07" E 149.50'

N 0°23'59" E 149.81'

MONITORING WELL
CAP ELEV.=6214.59'

EXCAVATION PIT
(AREA NOT INCLUDED IN SURFACE
DUE TO FREQUENT CHANGES)

DISCONNECTED UTILITY LINES
BASED ON LVE DATA
(APPROXIMATE LOCATION)

SECOND FLOOR
DECK

EXCAVATION PIT TOP AS OF 3/12/2020

UNDERGROUND SPA
BUILDING CONNECTOR
FF ELEV.=6206.9'

CURBSTOP WATER VALVE

6" WATER SERVICE, PER TOJ.

NORTH JACKSON STREET

SPA BUILDING
FF Elev.=6216.1'

GAS SERVICE, VALVE, & METER

SANITARY SEWER SERVICE

14' WIDE UTILITY EASEMENT
DOCUMENT NO. 301232

PATIO
BRICK

GRAVEL

ELECTRICAL METER, TYP.

UTILITY POLE WITH STREET LIGHT

UTILITY POLE, TYP.

S 89°04'07" E 139.83'

TRANSFORMER

TELECOM. PEDESTALS

MILLER PARK LODGE, LLC
LOTS 4 & 5 OF BLOCK 4, PLAT NO. 100

FIBER OPTIC VAULT

LEGEND

(E) - EXISTING (P) - PROPOSED

- (E) MAJOR CONTOUR
- (E) MINOR CONTOUR
- PROPERTY BOUNDARY
- EASEMENT
- BUILDING ENVELOPE
- (E) BUILDING
- (E) DECK
- (E) EDGE OF GRAVEL
- (E) EDGE OF PAVEMENT
- (E) EDGE OF CONCRETE
- (E) TOP BACK OF CURB
- (E) CURB FLOWLINE
- (E) FENCE
- (E) WATER MAIN
- (E) WATER SERVICE
- (E) SEWER MAIN
- (E) SEWER SERVICE
- (E) UNDERGROUND POWER
- (E) OVERHEAD POWER
- (E) UNDERGROUND GAS
- (E) OVERHEAD TELEPHONE
- (E) GRAVEL PAVEMENT
- (E) ASPHALT PAVEMENT
- (E) CONCRETE PAVEMENT
- (E) BRICK PAVERS

- INDICATES AN ALUMINUM CAP INSCRIBED "PLS 16012" FOUND THIS SURVEY
- INDICATES AN ALUMINUM CAP INSCRIBED "PE & LS 578" FOUND THIS SURVEY
- INDICATES A BRASS CAP HIGHWAY MONUMENT INSCRIBES R.O.W.
- SEWER MANHOLE
- TELECOM. MANHOLE
- ELECTRICAL BOX – FLUSH WITH GROUND
- ELECTRICAL PEDESTAL
- TELEPHONE PEDESTAL
- TELECOM. PEDESTAL/VAULT
- WATER VALVE
- UTILITY POLE
- STREET LIGHT
- STREET SIGN
- WOODEN POST

0 10' 20'

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05/01/2020

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175 N JACKSON STREET
JACKSON, WY

EXISTING CONDITIONS

C1.1

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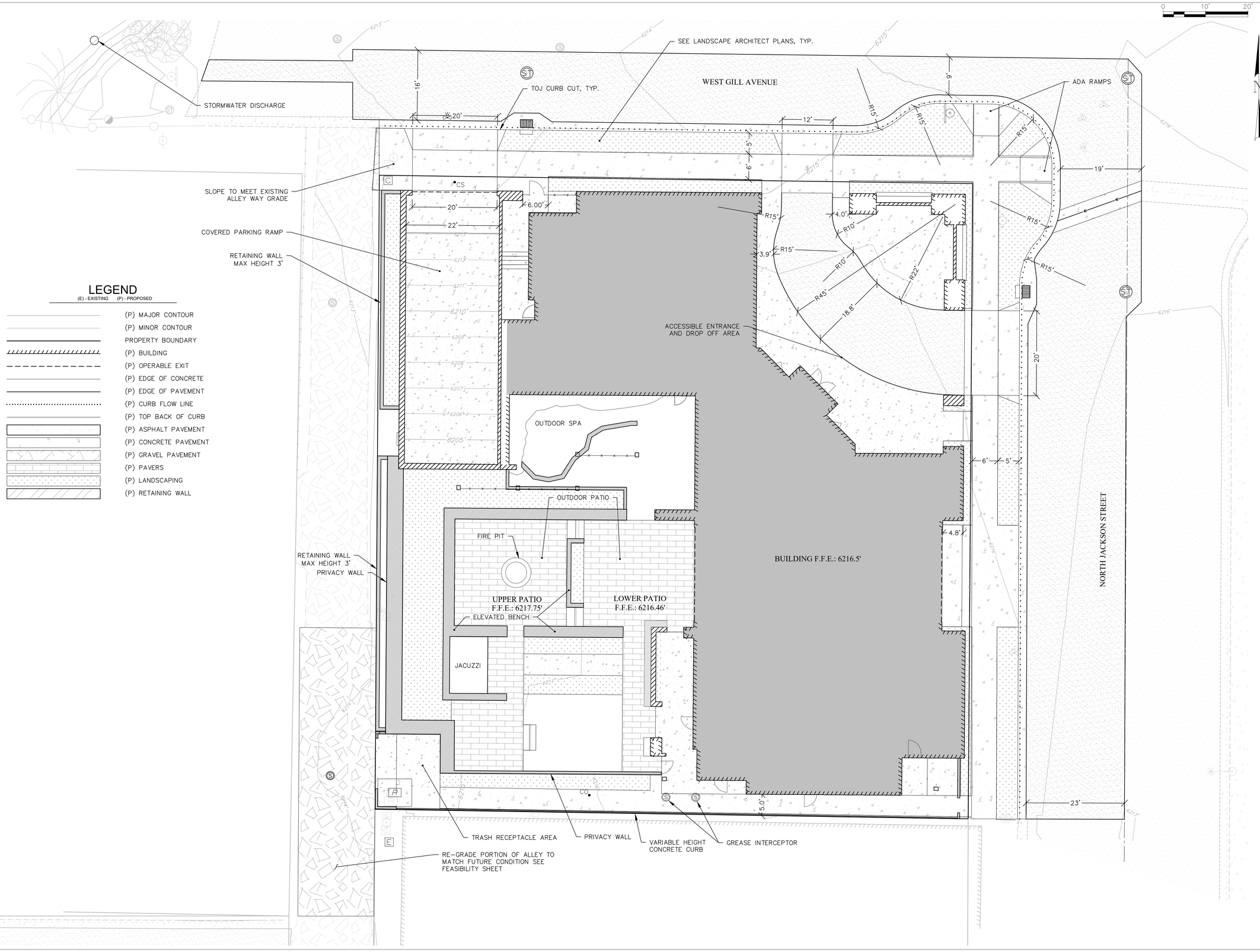

LEGEND

(E) - EXISTING (P) - PROPOSED

- (P) MAJOR CONTOUR
- (P) MINOR CONTOUR
- PROPERTY BOUNDARY
- (P) BUILDING
- (P) OPERABLE EXIT
- (P) EDGE OF CONCRETE
- (P) EDGE OF PAVEMENT
- (P) CURB FLOW LINE
- (P) TOP BACK OF CURB
- (P) ASPHALT PAVEMENT
- (P) CONCRETE PAVEMENT
- (P) GRAVEL PAVEMENT
- (P) PAVERS
- (P) LANDSCAPING
- (P) RETAINING WALL

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FINISHED CONDITIONS

C2.1

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PATCH ASPHALT AND MATCH EXISTING AT CENTERLINE

STOP SIGN, PER TOJ REQUIREMENTS

SILT FENCE

PC: 11+90.33
PT: 11+78.50
PRC: 12+01.17
PT: 12+12.01
PC: 11+55.07
PT: 11+46.71
PRC: 11+35.86
PC: 11+25.02

RAMP GRADE BREAK

RETAINING WALL, MAX HIEGHT OF 3'

5 ACCESSIBLE RISERS

RETAINING WALL, MAX HIEGHT OF 3'

PLANTER EL.: 6217.75'

LOW SITE WALL TOP: 6219.46'

3 RISERS

FIRST FLOOR F.F.E.: 6216.5'

ACCESSIBLE RAMP

3 RISERS

CONCRETE CURB

STUB SIDEWALK FOR FUTURE CONNECTION

PATCH ASPHALT AND MATCH EXISTING AT CENTERLINE

MATCH EXISTING CROSS SLOPE

NOTES:
FOR STREET FRONTAGE GRADING
SEE PLAN AND PROFILE SHEETS.

LEGEND
(E) - EXISTING (P) - PROPOSED

- (E) MAJOR CONTOUR
- (E) MINOR CONTOUR
- (P) MAJOR CONTOUR
- (P) MINOR CONTOUR
- PROPERTY BOUNDARY
- EASEMENT
- BUILDING ENVELOPE
- (P) BUILDING
- (P) OPERABLE EXIT
- (P) EDGE OF CONCRETE
- (P) EDGE OF PAVEMENT
- (P) CURB FLOW LINE
- (P) TOP BACK OF CURB
- (P) SILT FENCE
- (P) ASPHALT PAVEMENT
- (P) CONCRETE PAVEMENT
- (P) PAVERS
- (P) LANDSCAPING
- (P) RETAINING WALL

TBC 95.0' SPOT ELEVATION LABELS
TOE 95.0' TOP BACK OF CURB
TOP 95.0' TOE OF WALL
TOS 95.0' TOP OF WALL
FL 95.0' TOP OF SLAB

0 10' 20'

N

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GRADING PLANS - SITE PLAN

C3.1

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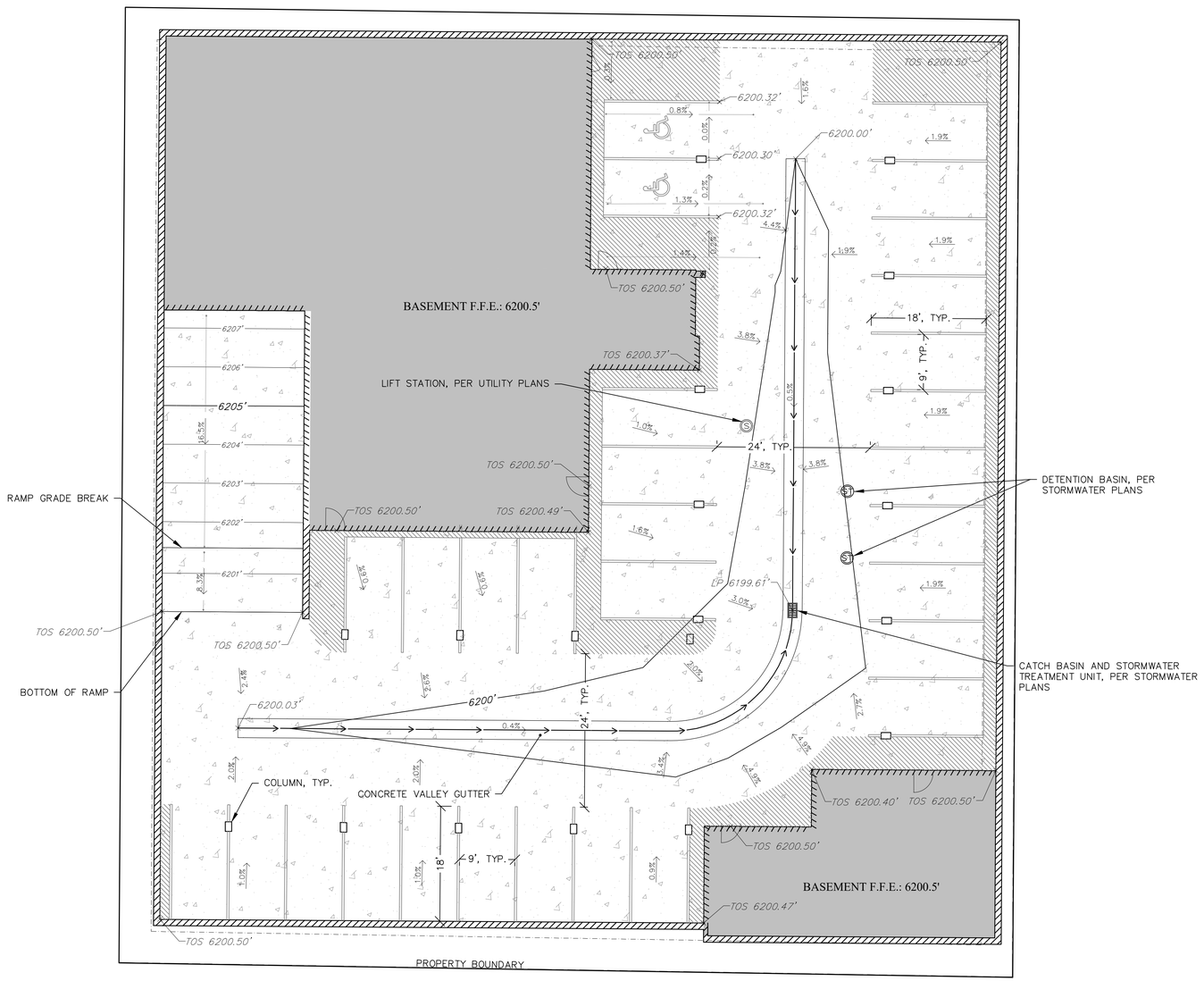
LEGEND

(E) - EXISTING (P) - PROPOSED

- (P) MAJOR CONTOUR
- (P) MINOR CONTOUR
- PROPERTY BOUNDARY
- (P) BUILDING
- (P) COLUMN
- (P) EDGE OF CONCRETE
- (P) GUTTER FLOW LINE
- (P) PAVEMENT STRIPING
- (P) CONCRETE PAVEMENT



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RUSTY PARROT LODGE

HARRISON HOSPITALITY PROPERTIES, LP.

175 N JACKSON STREET

JACKSON, WY

GRADING PLANS - BASEMENT PLAN

C3.2

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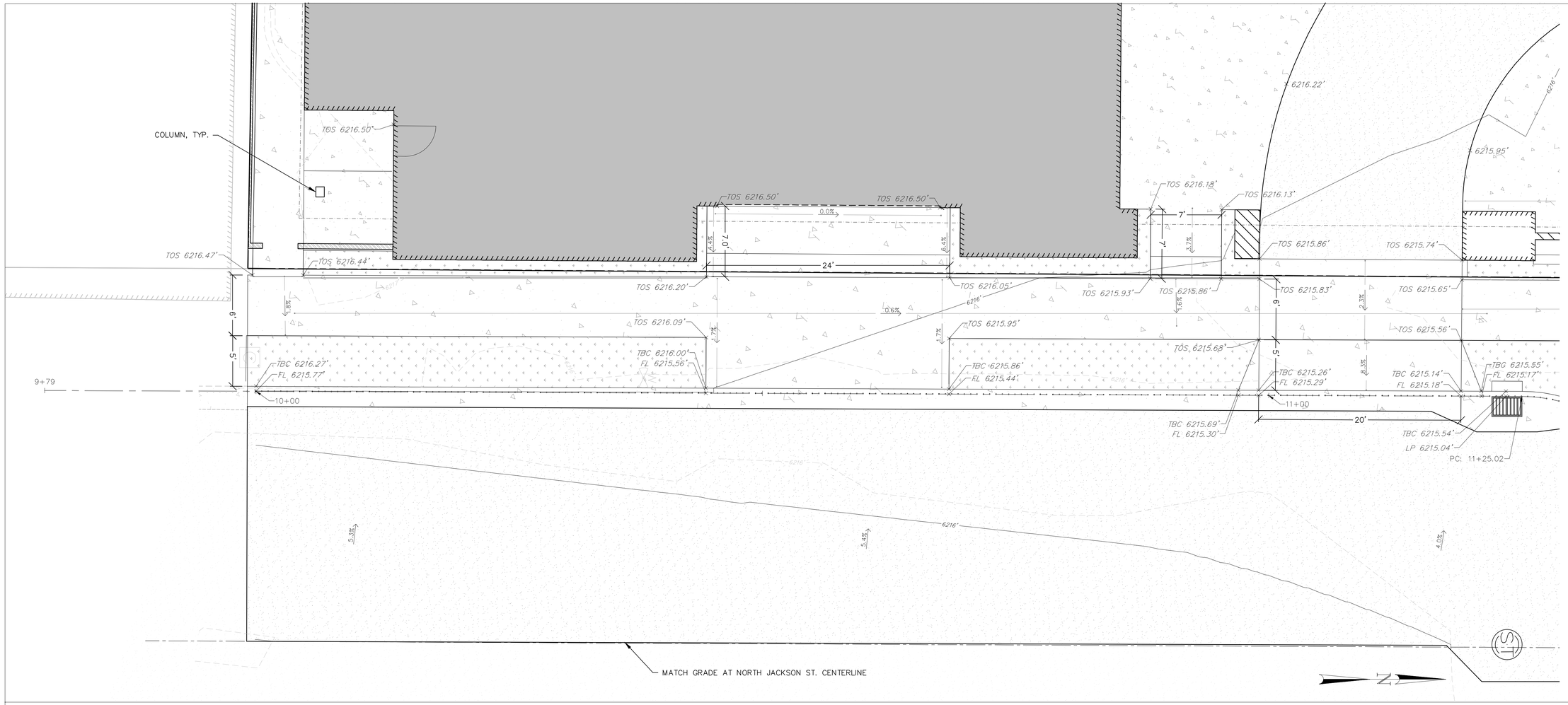
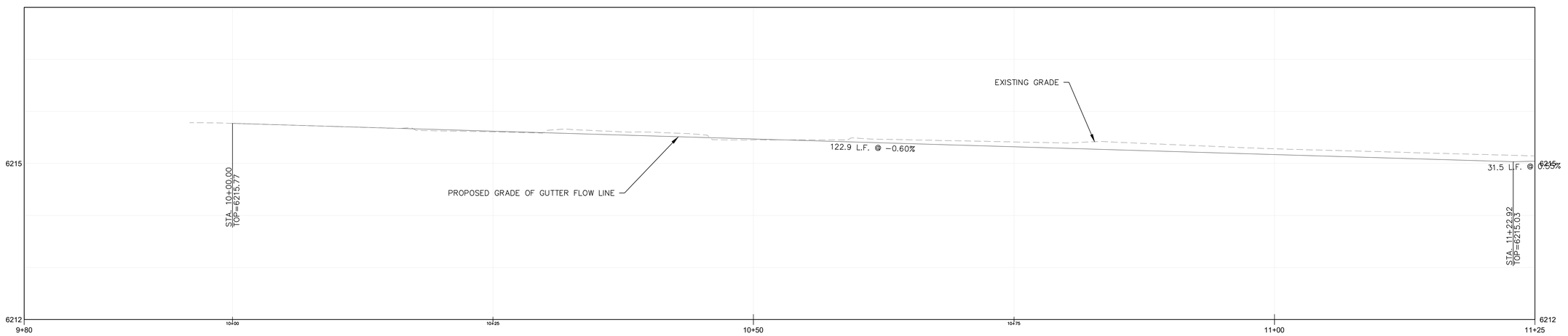


P-ROAD-FLOWLINE PROFILE
24x36 SHEET SCALE: HORIZ. 1" = 5' VERT. 1" = 1'
START STA: 9+80.00, END STA: 11+25.00



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RUSTY PARROT LODGE
HARRISON HOSPITALITY PROPERTIES, LP.
175 N JACKSON STREET
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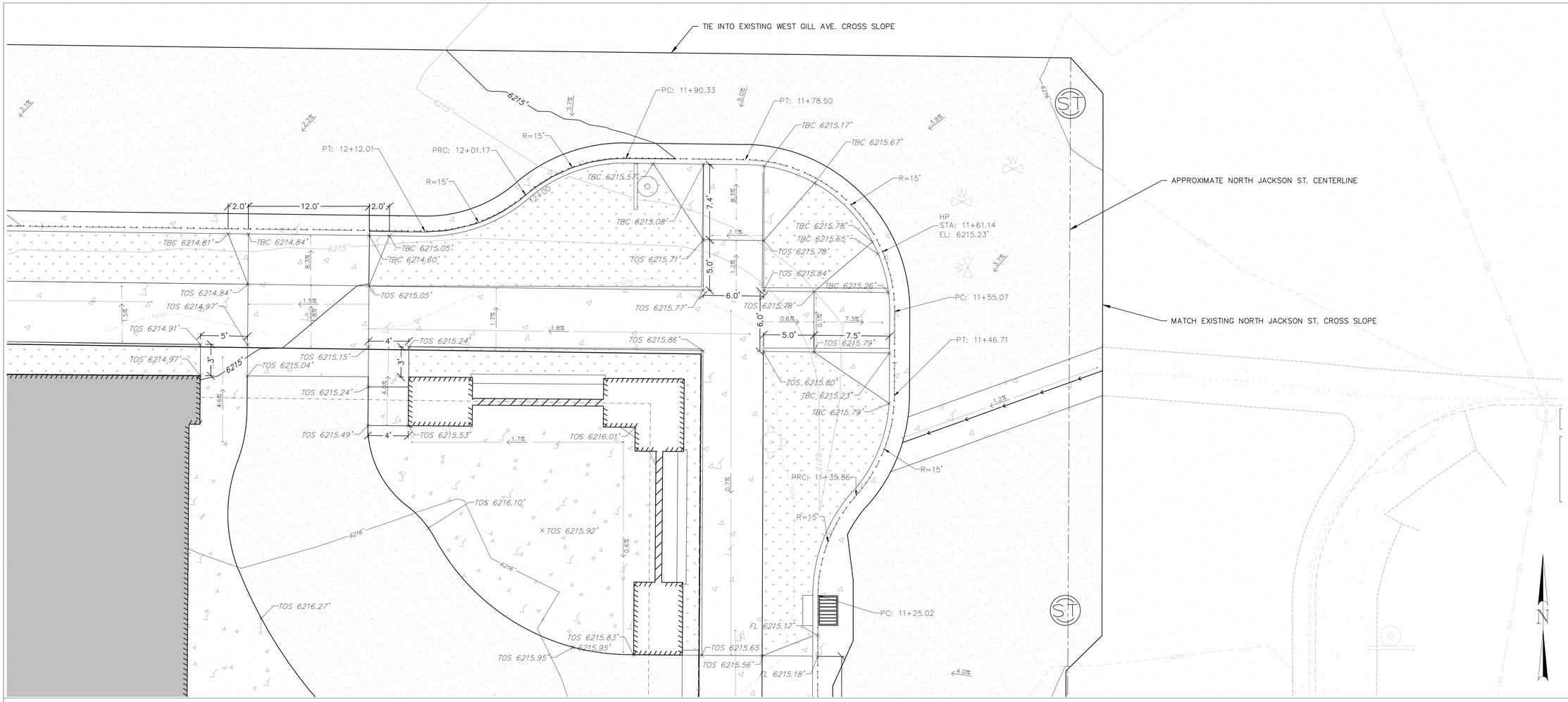
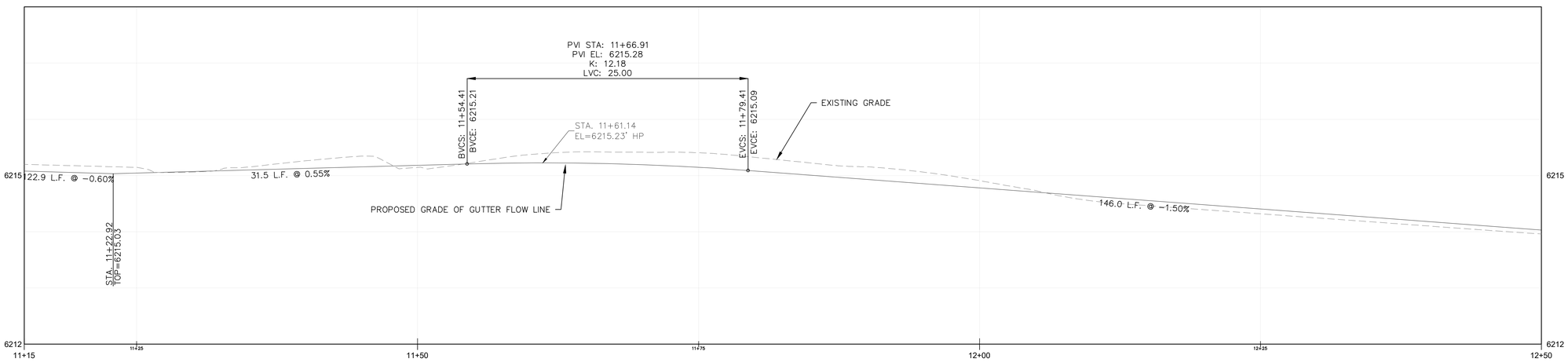
GRADING PLANS - CURB & GUTTER P&P
1

C3.3



0 5' 10'

P-ROAD-FLOWLINE PROFILE
24x36 SHEET SCALE: HORIZ. 1" = 5' VERT. 1" = 1'
START STA: 11+15.00, END STA: 12+50.00



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GRADING PLANS - CURB & GUTTER P&P 2

C3.4

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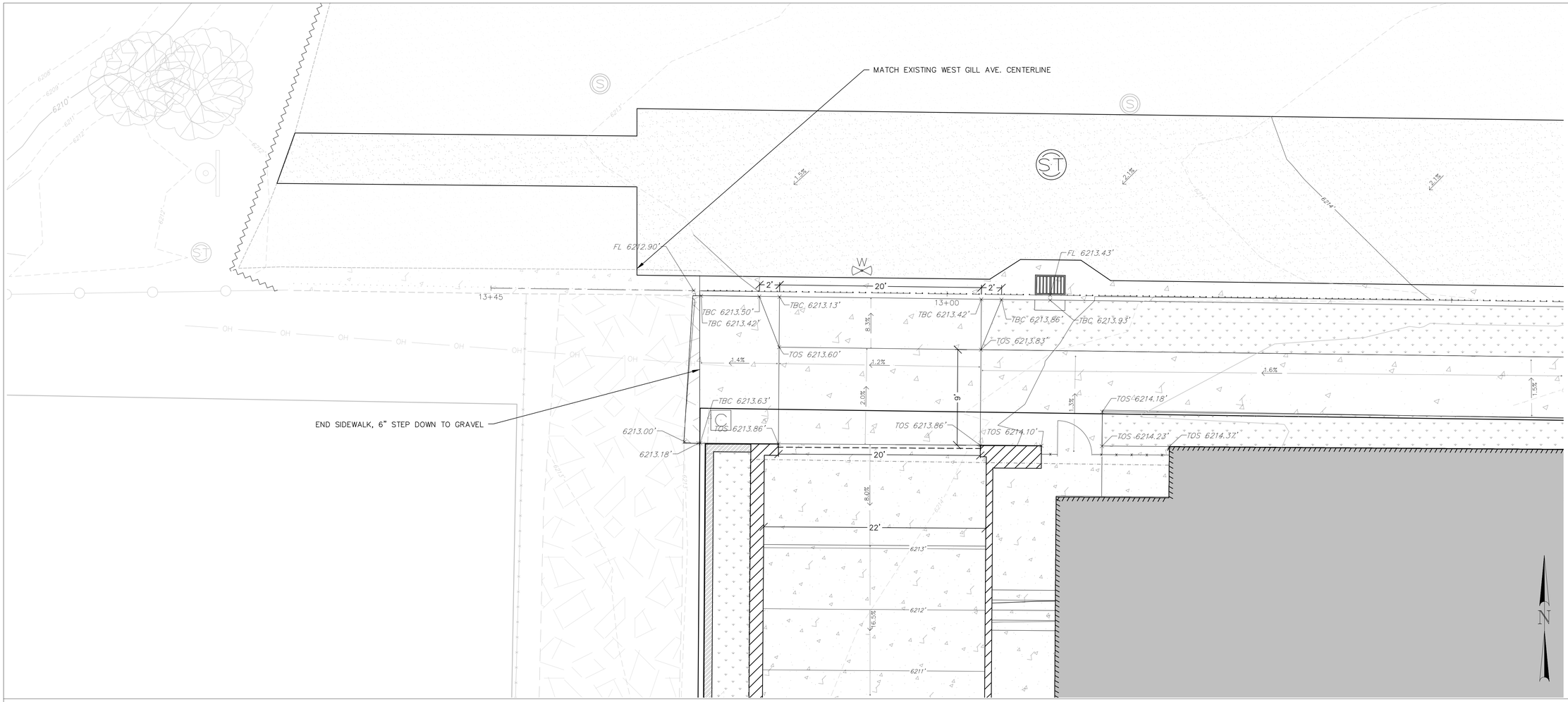
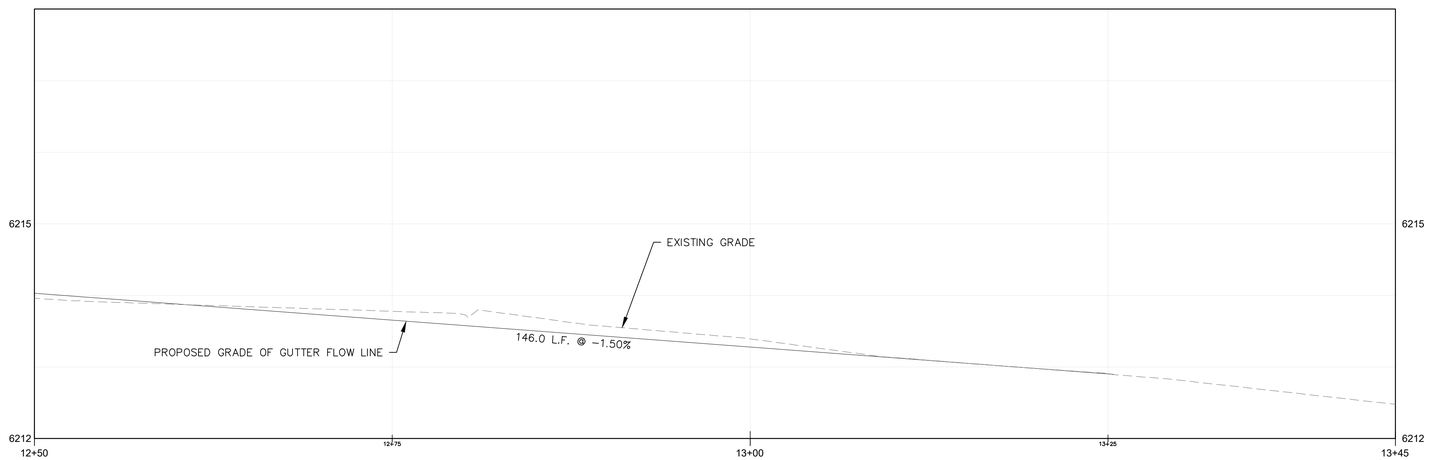


P-ROAD-FLOWLINE PROFILE
24x36 SHEET SCALE: HORIZ. 1" = 5' VERT. 1" = 1'
START STA: 12+50.00, END STA: 13+45.08



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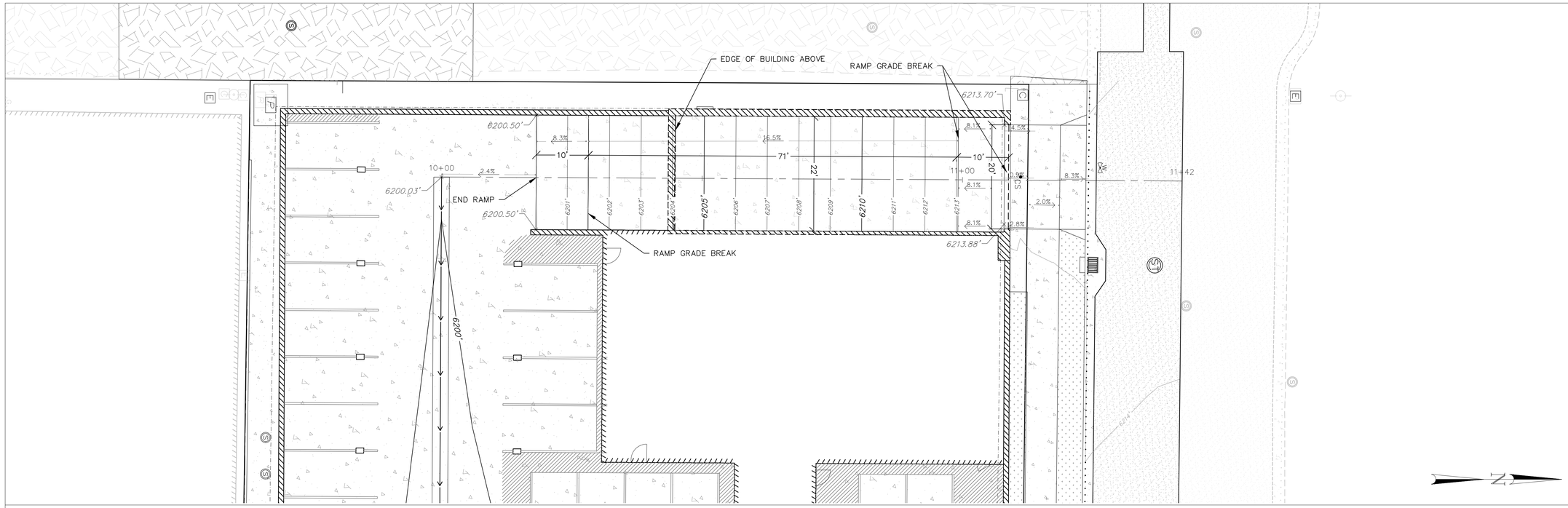
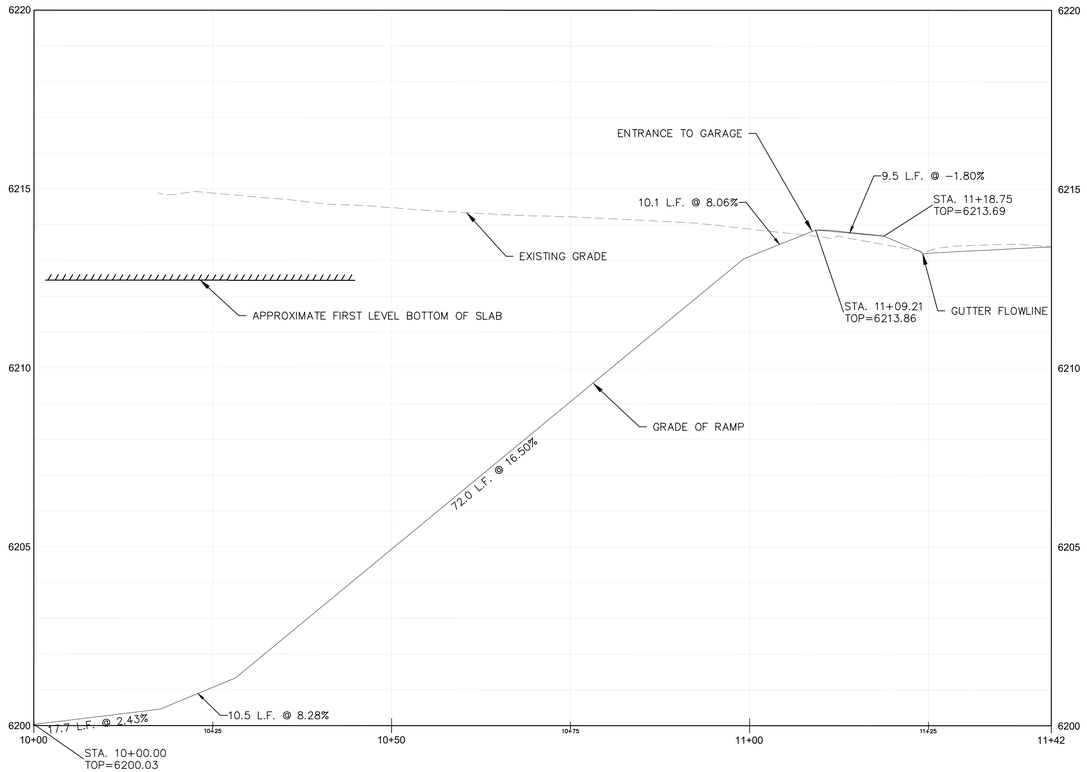
JACKSON, WY

GRADING PLANS - CURB & GUTTER P&P 3

C3.5



P-RAMP PROFILE
24x36 SHEET SCALE: HORIZ. 1" = 10' VERT. 1" = 2'
START STA: 10+00.00, END STA: 11+42.17



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175 N JACKSON STREET
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GRADING PLANS - RAMP P&P

C3.6

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NOTES:
FOR PROPOSED CHANGES TO POWER UTILITIES SEE UTILITY PLANS – POWER SHEET

LEGEND
(E) - EXISTING (P) - PROPOSED

- (E) MAJOR CONTOUR
- (E) MINOR CONTOUR
- (P) MAJOR CONTOUR
- (P) MINOR CONTOUR
- PROPERTY BOUNDARY
- BUILDING ENVELOPE
- EASEMENTS
- (P) BUILDING
- (P) OPERABLE EXIT
- (P) EDGE OF CONCRETE
- (P) EDGE OF PAVEMENT
- (P) CURB FLOW LINE
- (P) TOP BACK OF CURB
- (E) WATER MAIN
- (E) OVERHEAD UTILITIES
- (E) COMMS LINE
- (E) GAS LINE
- (E) SANITARY SEWER MAIN
- (E) SANITARY SEWER SERVICE
- (P) STORMWATER MAIN
- (P) UNDERGROUND POWER LINE
- (P) WATER SERVICE
- (P) WATER MAIN
- (P) WATER MAIN
- (P) SANITARY SEWER SERVICE
- (P) ASPHALT PAVEMENT
- (P) CONCRETE PAVEMENT
- (P) PAVERS
- (P) LANDSCAPING
- (P) RETAINING WALL

DAYLIGHT TO FLAT CREEK
SILT FENCE, TYP.
SANITARY SEWER MAIN CROSSING
P–MH–M3, PER STORMWATER PLANS
CB–2 CURB INLET AND CATCH BASIN
WATER MAIN CROSSING
COORDINATE WITH LVE TO RECONFIGURE GAS LINE
COORDINATE WITH COMMS. PROVIDER TO RECONFIGURE COMM. LINE
P–MH–M2, PER STORMWATER PLANS
WATER MAIN CROSSING
NEW WATER SERVICE. TAP TOJ MAIN AND INSTALL GATE VALVE.
RELOCATE COMMS PEDESTAL
6" DIP DOMESTIC/FIRE WATER SERVICE
NEW COMMS SERVICE
WATER MAIN CROSSING
P–MH–M1, PER STORMWATER PLANS
4" DIP DOMESTIC WATER SERVICE FIRE/DOMESTIC SPLIT PER TOJ
NEW GAS SERVICE TAP, COORDINATE WITH LVE
CB–1 CURB INLET AND CATCH BASIN
SANITARY SEWER SERVICE COLLECTING FIRST FLOOR WASTE
GAS AND ELECTRIC METER LOCATIONS
6" SCH. 40 PVC SEWER. SLOPE 2%
ABANDON GAS AND POWER SERVICES, VIF.
LIFT STATION TIE–IN LOCATION
ABANDON EXISTING WATER SERVICE PER TOJ REQUIREMENTS
ABANDON EXISTING GAS SERVICE TAP, PER LVE.
14' WIDE UTILITY EASEMENT DOCUMENT NO. 301232
ABANDON EXISTING COMMS. LINE
CONDUIT FOR FUTURE FIBER OPTIC SERVICE
SANITARY SEWER SERVICE TO TIE INTO EXISTING SANITARY MAIN. DOGHOUSE MANHOLE
4" SCH. 40 PVC SEWER. SLOPE 2%
ABANDON COMMS. SERVICE
6" SCH. 40 PVC SEWER. SLOPE 2%
11.25° ELBOW, TYP.
1000 GAL. GREASE INTERCEPTOR

0 10' 20'

N

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NATURAL RESOURCE SERVICES
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WYOMING
05/01/2020

RUSTY PARROT LODGE
HARRISON HOSPITALITY PROPERTIES, LP.
175 N JACKSON STREET
JACKSON, WY

UTILITY PLANS - SITE PLAN

C4.1

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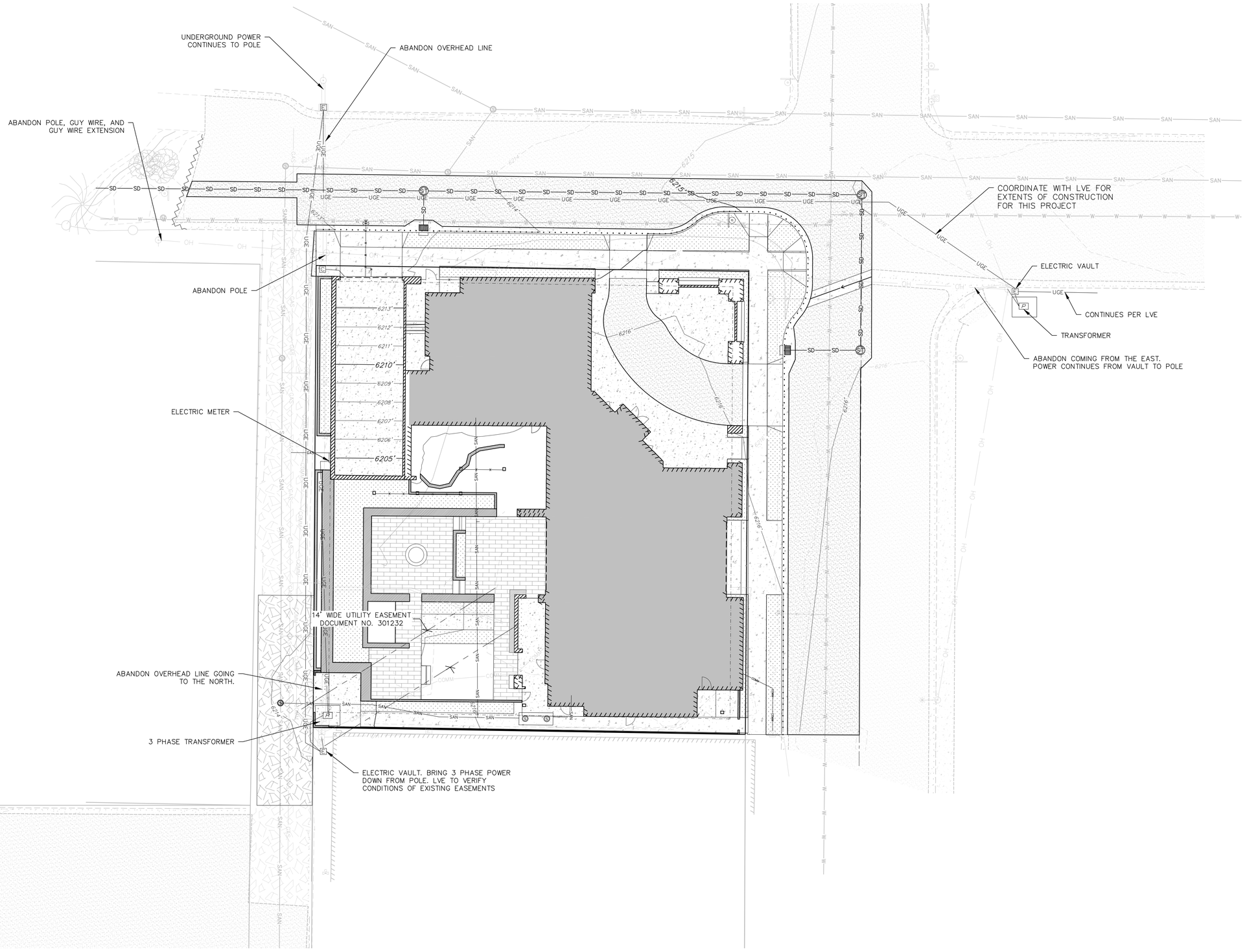

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175 N JACKSON STREET
JACKSON, WY

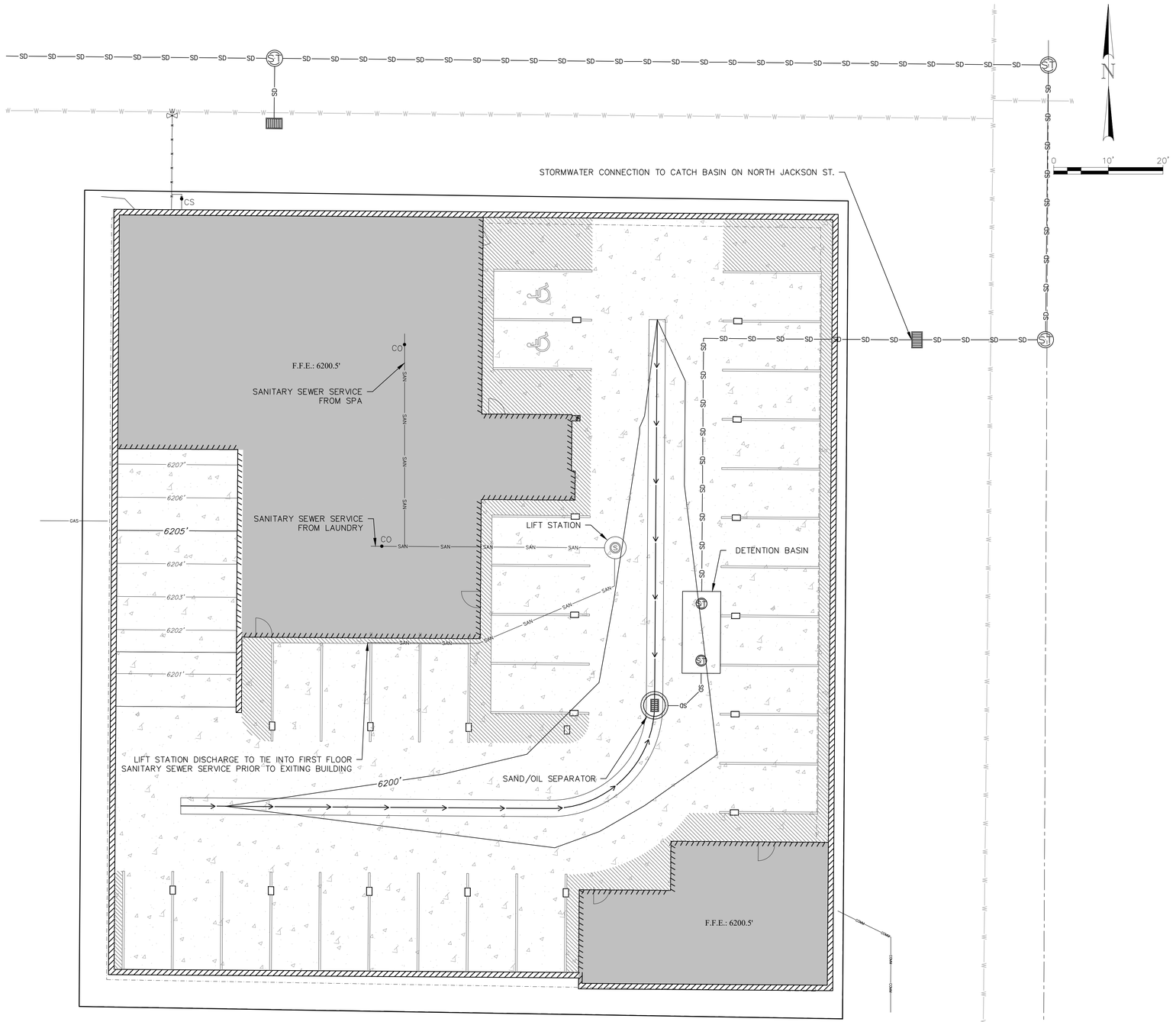
UTILITY PLANS - POWER

C4.2

LEGEND

(E) - EXISTING (P) - PROPOSED

- (P) MAJOR CONTOUR
- (P) MINOR CONTOUR
- PROPERTY BOUNDARY
- BUILDING ENVELOPE
- EASEMENT
- (P) BUILDING
- (P) EDGE OF CONCRETE
- (P) EDGE OF PAVEMENT
- (P) GUTTER FLOWLINE
- (P) STRIPING
- (P) COMMUNICATIONS SERVICE
- (P) SANITARY SEWER SERVICE
- (P) STORMWATER MAIN
- (P) CONCRETE PAVEMENT



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UTILITY PLANS - BASEMENT PLAN

C4.3

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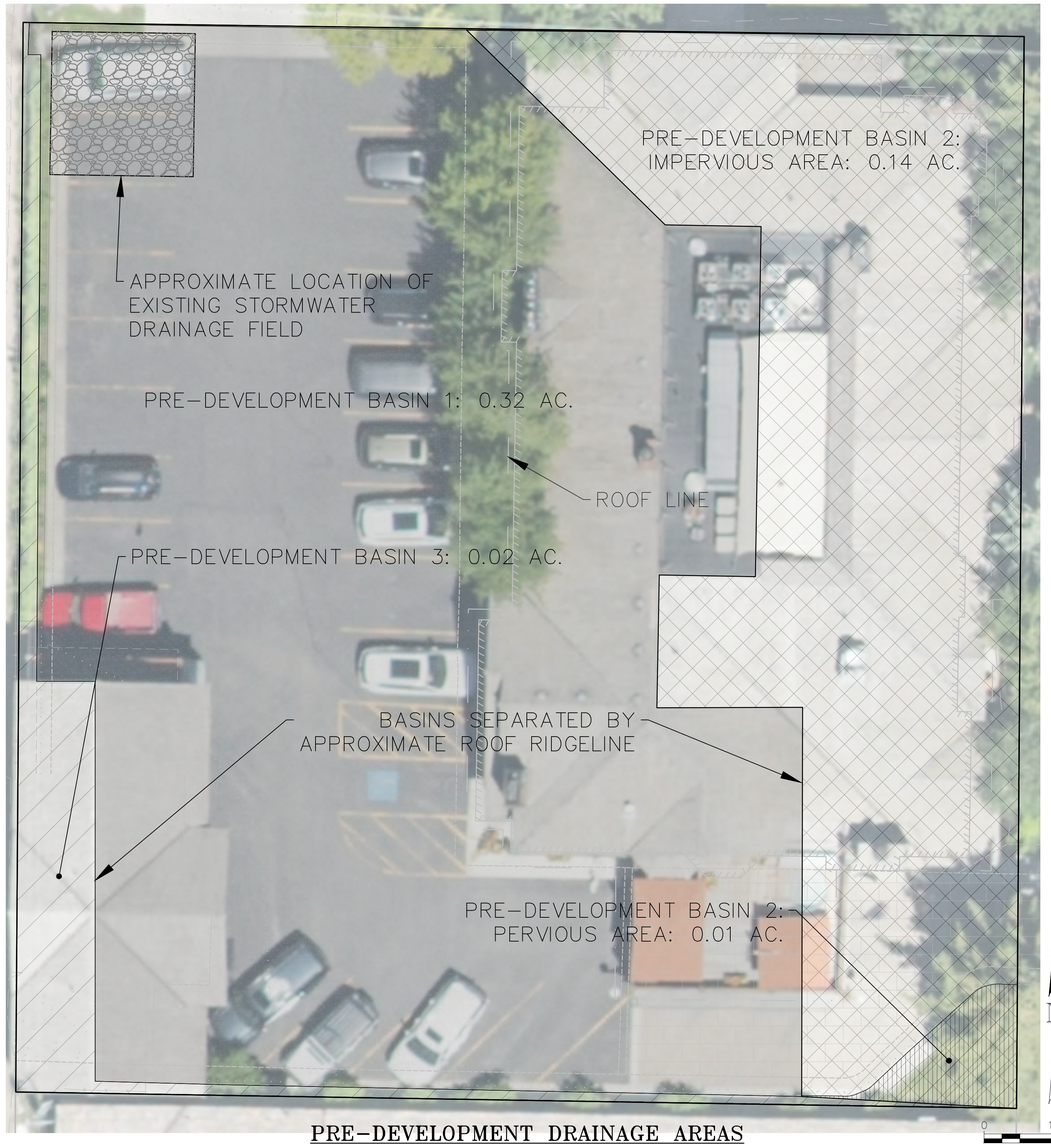
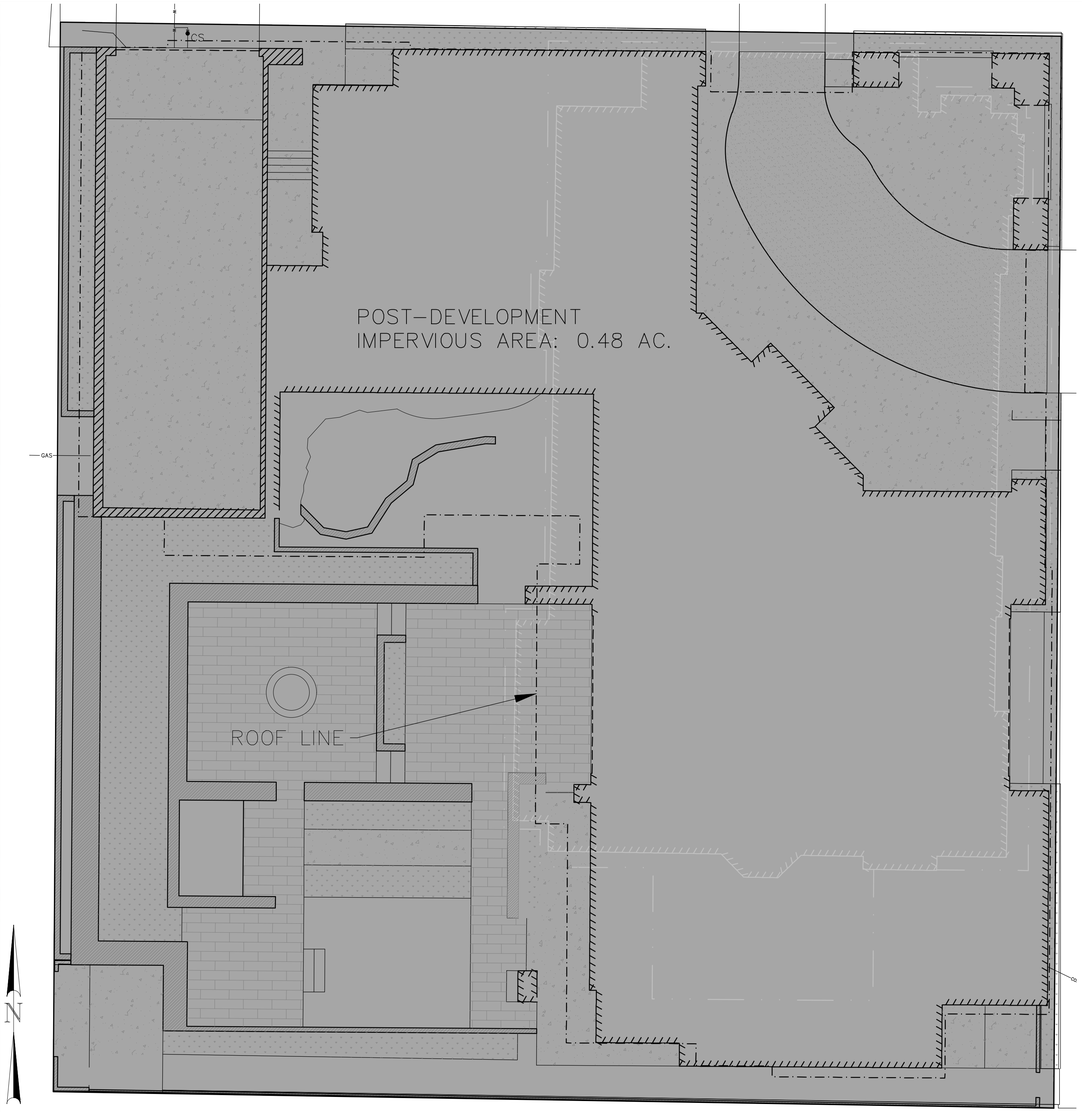


PRE-DEVELOPMENT DRAINAGE AREAS



POST-DEVELOPMENT DRAINAGE AREAS

STORMWATER CALCULATIONS

STORMWATER DEFINITIONS, ASSUMPTIONS, AND COEFFICIENTS

STORMWATER FLOWS CALCULATED USING RATIONAL METHOD
STORMWATER STORAGE VOLUMES CALCULATED USING MODIFIED RATIONAL METHOD

C_f	=	RUNOFF COEFFICIENT ADJUSTMENT FACTOR = 1.25
COMPOSITE C	=	COMPOSITE RUNOFF COEFFICIENT
T_c	=	TIME OF CONCENTRATION (MIN)
T_d	=	DURATION (MIN)
A	=	AREA OF LOT (ACRES)
Q_{100}	=	FLOW RATE OF THE 100 YEAR STORM FOR TETON COUNTY
Q	=	FLOW RATE OF POST-DEVELOPMENT SITE CONDITIONS FOR 100 YEAR STORM
Q_{PRE}	=	FLOW RATE OF PRE-DEVELOPMENT SITE CONDITIONS FOR 100 YEAR STORM
I	=	INTENSITY (INCHES/HOUR)
V	=	VOLUME (CUBIC FEET)

Q_{100} (CUBIC FEET/SECOND)= C_F x CIA

WHERE $T_d < T_c$, $Q_{100} = Q \times (T_d/T_c)$

WHERE $T_d > T_c$, $Q_{100} = Q$

Q_{PRE} (CUBIC FEET/SECOND)

WHERE $Q_{100} < Q_{PRE}$, V = 0
WHERE $Q_{100} > Q_{PRE}$, $V = (Q_{100} - Q_{PRE}) \times (T_d - (Q_{PRE}/Q) \times T_c) \times 60$(SEC/MIN)

PRE-DEVELOPMENT: BASIN 1
BASIN SIZE: 0.32 ACRES
LENGTH OF TRAVEL: 180 LF
SLOPE: 5%

HARDSCAPE AREA: 0.32 ACRES C = 0.9

T_c=2.84 MINUTES – USE 5 MINUTES

PER TETON COUNTY/TOJ LDRs, 100 YEAR STORM INTENSITY FOR 5 MINUTE DURATION = 3 INCH/HOUR

BASIN 1 DRAINAGE SHALL BE RETAINED ON SITE

AREA = 0.32 ACRES
Qr=CIA =1.069 CFS

PRE-DEVELOPMENT: BASIN 2
BASIN SIZE: 0.14 ACRES
LENGTH OF TRAVEL: 40 LF
SLOPE: 20%

HARDSCAPE AREA: 0.13 ACRES C = 0.9
LANDSCAPE AREA: 0.01 ACRES C = 0.22
COMPOSITE C = 0.87

T_c=7.52 MINUTES – USE 10 MINUTES

PER TETON COUNTY/TOJ LDRs, 100 YEAR STORM INTENSITY FOR 10 MINUTE DURATION = 2.33 INCH/HOUR

BASIN 2 DRAINAGE SHALL EXIT THE PROPERTY

AREA = 0.14 ACRES
Qr=CIA = 0.357 CFS

PRE-DEVELOPMENT: BASIN 3
BASIN SIZE: 0.02 ACRES
LENGTH OF TRAVEL: 30 LF
SLOPE: 10%

LAWN AREA: 0.023 ACRES C = 0.35

T_{OSF}=5.88 MINUTES – USE 10 MINUTES

PER TETON COUNTY/TOJ LDRs, 100 YEAR STORM INTENSITY FOR 10 MINUTE DURATION = 2.33 INCH/HOUR

BASIN 3 DRAINAGE SHALL EXIT THE PROPERTY

AREA = 0.023 ACRES
Qr=CIA = 0.030 CFS

CUMULATIVE Qr = 0.357 + 0.030 = 0.387 CFS

NOTES:
STORMWATER CALCULATIONS ARE PRELIMINARY AND SUBJECT TO REVISION.PERVIOUS AREAS MAY NOT BE ACCURATELY SHOWN.

FOR THE PURPOSES OF THIS DEVELOPMENT ANALYSIS, THE PROPOSED DEVELOPMENT WILL BE CONSIDERED AS ONE DRAINAGE BASIN:

IMPERVIOUS AREA: 0.48 ACRES

AREA TYPES:	AREA (ACRES)	C VALUE
PAVEMENT & ROOFS	0.48	0.9

BASIN SIZE: 0.48 ACRES
LENGTH OF TRAVEL: 60 LF
SLOPE 20%

PRE-DEVELOPMENT FLOW RATE Qr = 0.496 CFS

T_d (DURATION, MINS)	I (INTENSITY, INCHES/HOUR)	Q (FLOW RATE POST DEV., CFS)	MAX Q (CFS)	V (VOLUME, CF)
5.00	3.00	1.62	1.62	319.10
10.00	2.33	1.26	1.26	441.50
15.00	1.90	1.03	1.03	463.60
20.00	1.65	0.89	0.89	462.50
25.00	1.30	0.70	0.70	363.20
30.00	1.08	0.58	0.58	205.40

MAX STORAGE VOLUME = 593.3 CF. = 4,438 GAL.

WATER WILL BE STORED ON SITE AND RELEASED TO THE PROPOSED STORMWATER INFRASTRUCTURE IN W. GILL AVE. AT THE PRE-EXISTING RATE.

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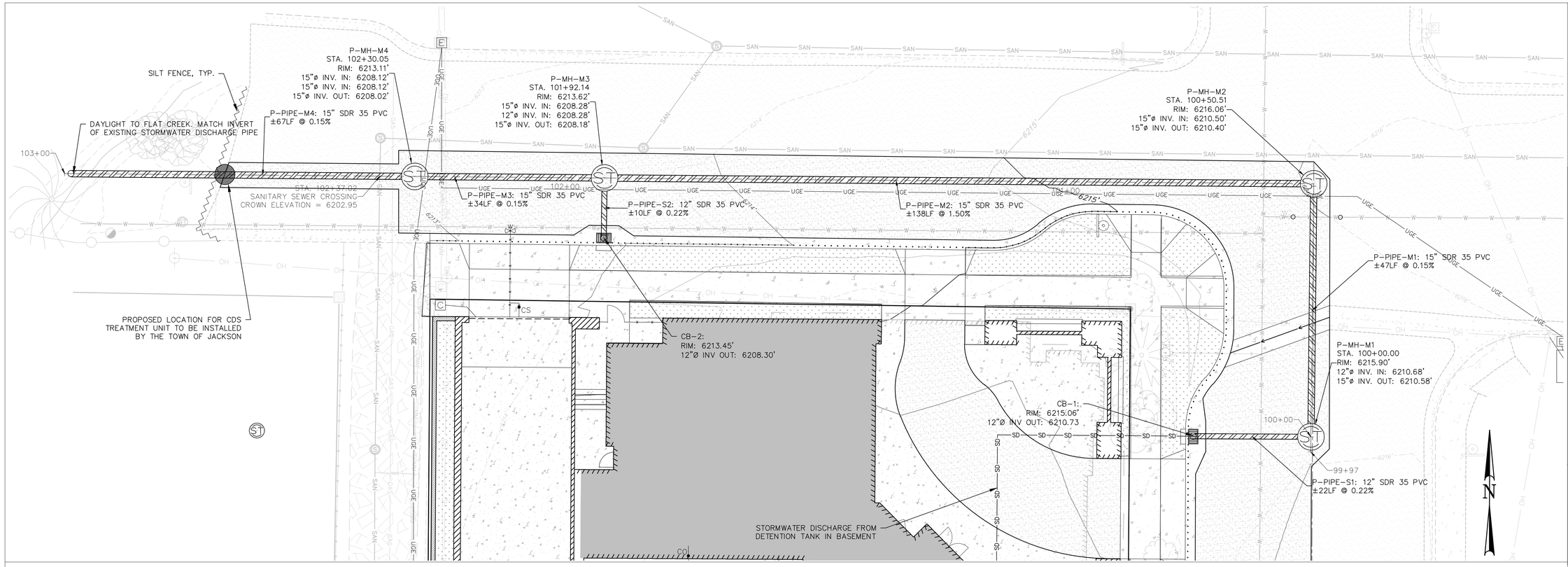
RUSTY PARROT LODGE
HARRISON HOSPITALITY PROPERTIES, LP.
175 N JACKSON STREET
JACKSON, WY

STORMWATER PLAN

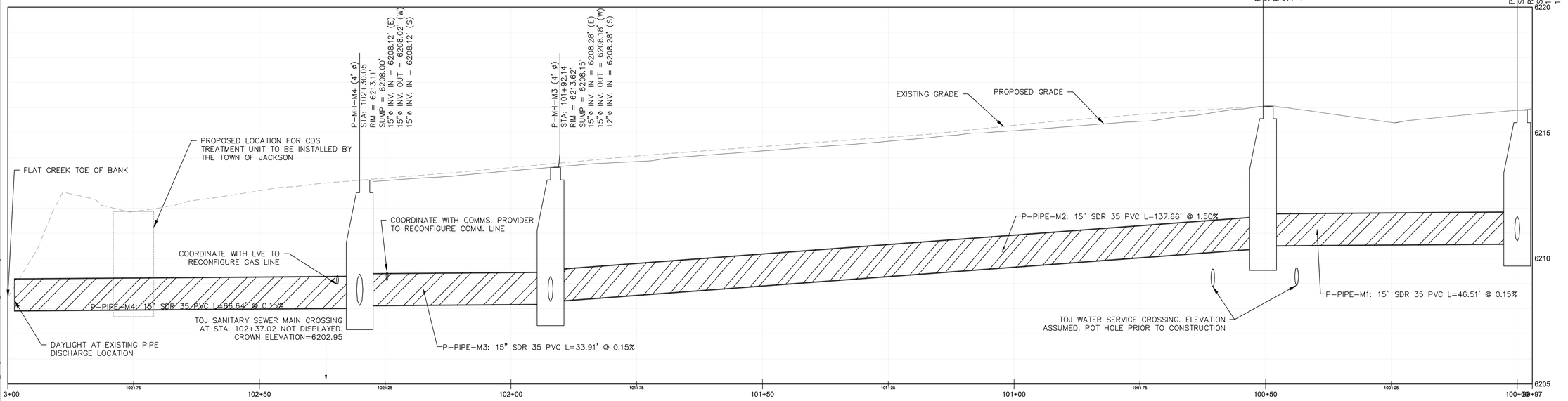
C4.4



STORMWATER DESIGN NOTES:
The applicant proposes this design as an optimal solution for both the applicant and TOJ. As the stormwater infrastructure in the ROW is proposed as a future TOJ system the final design and construction will occur in close cooperation with TOJ Public Works. However, the applicant proposes this solution under the assumption that TOJ will participate in cost-sharing for this infrastructure and the cost sharing on the part of the TOJ should be commensurate with the significant benefit it provides to the overall TOJ infrastructure. The alternative is for the applicant to propose a stormwater collection system that only serves the project thereby missing out on the opportunity to resolve the broader drainage problems within the neighborhood.

GENERAL NOTES:
1. COMMS. AND GAS LINE ELEVATIONS ARE ASSUMED AND WERE NOT SURVEYED. POTENTIAL CONFLICTS WITH PROPOSED STORMWATER PIPE WILL BE VERIFIED IN THE FIELD BY THE CONTRACTOR.
2. FINAL STORMWATER PIPE SIZING TO BE DETERMINED PENDING DISCUSSION WITH TOWN OF JACKSON.

P-STORM-MAIN PROFILE
24x36 SHEET SCALE: HORIZ. 1" = 10' VERT. 1" = 2'
START STA: 99+97.00, END STA: 103+00.00



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175 N JACKSON STREET
JACKSON, WY

STORMWATER P&P

C4.5

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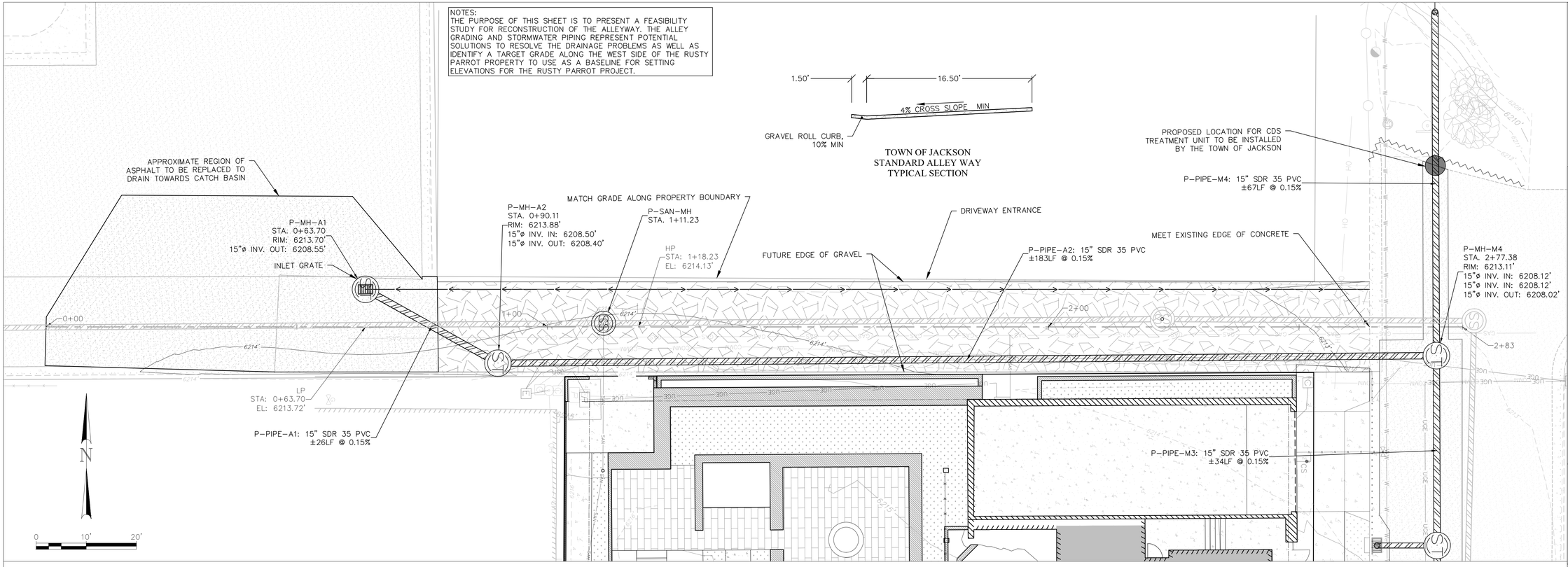
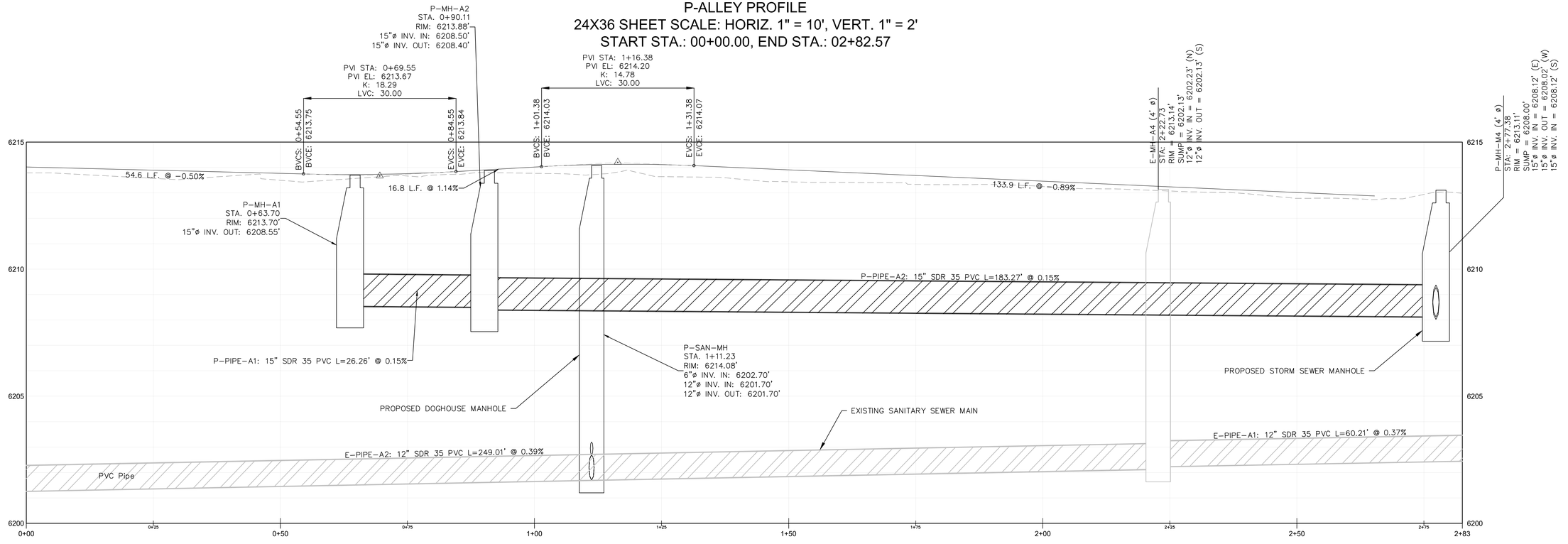
NOTES:
THE PURPOSE OF THIS SHEET IS TO PRESENT A FEASIBILITY STUDY FOR RECONSTRUCTION OF THE ALLEYWAY. THE ALLEY GRADING AND STORMWATER PIPING REPRESENT POTENTIAL SOLUTIONS TO RESOLVE THE DRAINAGE PROBLEMS AS WELL AS IDENTIFY A TARGET GRADE ALONG THE WEST SIDE OF THE RUSTY PARROT PROPERTY TO USE AS A BASELINE FOR SETTING ELEVATIONS FOR THE RUSTY PARROT PROJECT.



P-ALLEY PROFILE
24X36 SHEET SCALE: HORIZ. 1" = 10', VERT. 1" = 2'
START STA.: 00+00.00, END STA.: 02+82.57



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05/01/2020

RUSTY PARROT LODGE
HARRISON HOSPITALITY PROPERTIES, LP.
175 N JACKSON STREET
JACKSON, WY

FEASIBILITY GRADING - ALLEY P&P

C5.1

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Landscape Plan Notes

Zoning - Downtown Core (DC)

- Per Town of Jackson LDR Section 2.2.10, Figure 1 - Lot Standards, both minimums for Landscape Surface Ratio and Plant Units are listed as *not applicable* resulting in no requirement for landscaping.

- Section 5.5.3.B states that plant units shall be provided at a rate of one plant unit per 1,000 square feet of required landscaped surface area. Since the DC zone has no minimum for required Landscape Surface Ratio, the requirement is zero.

- Section 5.5.3.C.1 - development in the DC zone requires zero plant units for any use.

- Section 5.5.3.D - development in the DC zone is exempted from plant unit requirements for loading bays.

Maintenance and Irrigation Notes

- All proposed landscaping to be maintained by an automatic underground irrigation system. Locations for the backflow preventer, point of connection, main line routing, sleeving are to be determined.

- Property owner will maintain landscaping to the standard of the intent of this development plan - including Town of Jackson rights of way.

Landscape Lighting Notes:

- All proposed landscape lighting to be downcast with a 90 degree cut-off and shall comply to all Town of Jackson exterior lighting regulations.

Reclamation Methods

- Grade all areas as shown on the plan while providing for smooth transitions to existing grade. Scarify all compacted areas to a depth of 4" to provide an adequate substrate for plant growth. Remove rocks and other material greater than 3" in diameter.

- All disturbed areas to receive seed shall have a minimum of 3" of clean topsoil applied prior to seeding or planting.

- Prior to placing topsoil, the area to receive seed shall be raked or tilled to ensure adequate bonding between subgrade and the topsoil layer.

- Seed shall be spread at the rate indicated below and between the dates of October 15th and May 15th. Use approved mechanical broadcasting methods to evenly distrbute the seed mix across the surface to be seeded. DO NOT apply seed during high wind conditions and take care not to disturb existing improvements. After seeding is applied, rake the surface of the soil to ensure good contact between seed and soil particles.

- The seed used in the reclamation mix shall be fresh, pure live seed (PLS), of the most recent crop and mixed in the quantities shown below.

Botanical Name	Common Name	#'s PLS/Acre
Bromus marginatus	Mountain Brome	9.0
Elymus trachcaulus	Slender Wheatgrass	5.0
Festuca idahoensis	Idaho Fescue	3.0
Pascopyrum smithii	Western Wheatgrass	7.0
Pseudoroegneria spicata	Blue Bunch Wheatgrass	6.0
	TOTAL =	30.0 pounds PLS/Acre

- Fertilizer shall be 10-6-4, or approved alternate, and shall be applied at a rate of ten pounds (10 lbs) per one thousand square feet (1,000 sf).

Legend

Existing

- Property Line
- Adjacent Property Line
- Edge of Pavement
- Street Sign
- Electric Transformer
- Communications Vault
- Utility Pole
- Sewer Manhole
- Water Service
- Water Valve
- Stormwater Manhole
- Buried Water Line — W
- Buried Sewer Line — SS
- Overhead Power Line — OH
- Buried Gas Line — G
- Buried Power Line — E
- Buried Stormwater Line — SD

TREE & SHRUB SCHEDULE

KEY	SCIENTIFIC NAME	COMMON NAME	SIZE	QUANTITY
Trees				
	Populus tremuloides	Quaking Aspen	5" - 7" Cal.	1
	Fraxinus pennsylvanica 'Patmore'	Patmore Ash	3" Cal.	8
Multi-stemmed Tree or Large Shrub				
	Philadelphus lewisii 'Blizzard"	Blizzard Mock Orange	6' - 8' B+B	10
	Acer ginnala	Amur Maple	8' - 10' B+B	6
Grasses and Perennials				
	Calamagrostis acutiflora	Feather Reed Grass	1 Gal.	33
	Poa pratensis	Kentucky Bluegrass	Sod	1,680 sf
	Varies	Native Grass / Wildflower Mix	Sod / Seed	180 sf
	Varies	Perennial Mix	1 Gal. / 4" pot	1,750 sf

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land planning
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Rusty Parrot Lodge & Spa
175 N Jackson Street

Lots 1,2, & 3 - Block 4
Town of Jackson, Wyoming
Project # 2002

LICENSED LANDSCAPE ARCHITECT
HEATH KUSZAK
LA-0096B
Date 5/1/20
STATE OF WYOMING

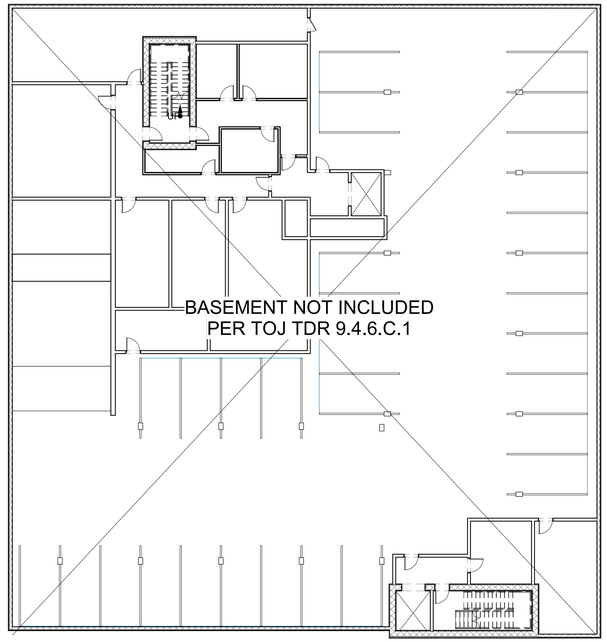
Revisions

#	Date	Description
	5.1.20	original
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

0 10 20
scale: 1" = 10'

Development Permit Application
--
Landscape Plan

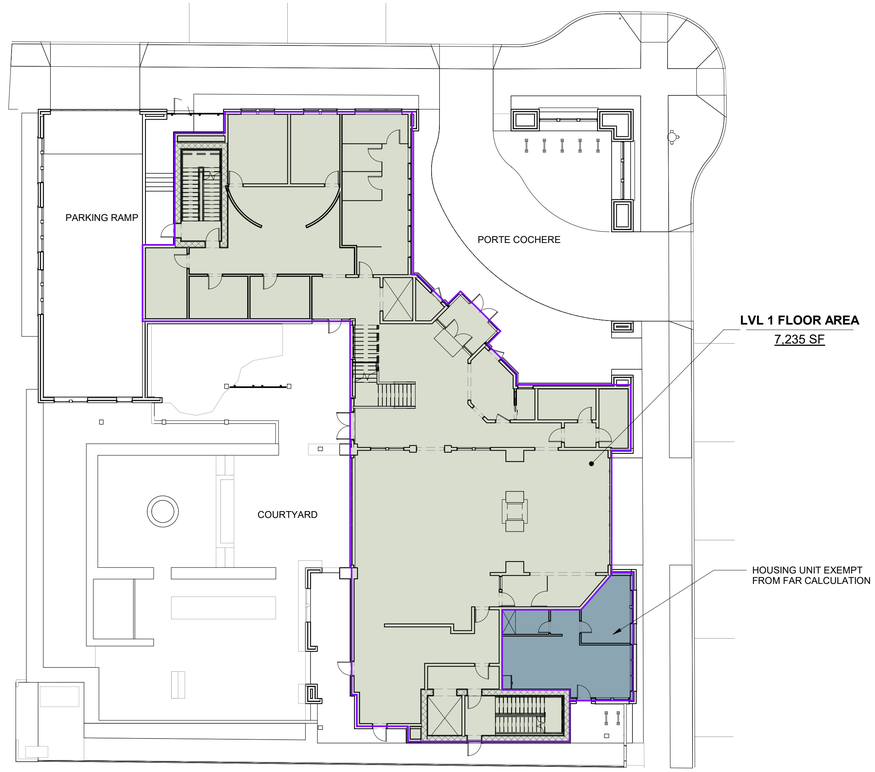
L1.0



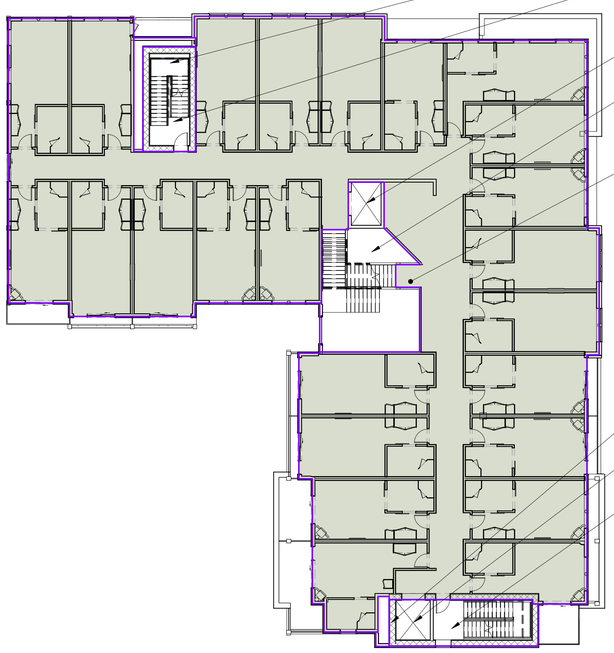
SITE AREA:	20927.57 SF
BUILDABLE AREA:	20,927.57 SF
FAR RATIO (TOJ LDR 2.2.10.2):	1.3
TOTAL ALLOWED FAR:	27,205.8 SF

PROPOSED FAR (GROSS AREA)	
AREA NAME	AREA
LVL 3 FLOOR AREA	8,260 SF
LVL 2 FLOOR AREA	11,407 SF
LVL 1 FLOOR AREA	7,235 SF
TOTAL FAR (27,205.8 SF ALLOWED)	26,902 SF

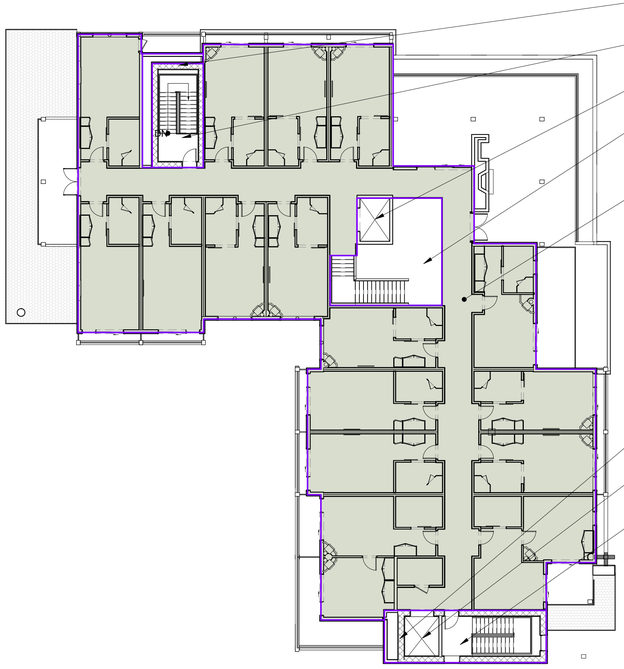
1 A0.6 BASEMENT LEVEL PROPOSED FAR
SCALE: 1/16" = 1'-0"



2 A0.6 LEVEL 1 PROPOSED FAR
SCALE: 1/16" = 1'-0"



3 A0.6 LEVEL 2 PROPOSED FAR
SCALE: 1/16" = 1'-0"



4 A0.6 LEVEL 3 PROPOSED FAR
SCALE: 1/16" = 1'-0"

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architecture / urban design / interior design
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aspen, co 81611
970.544.9006
1830 blake st.
denver, co 80202
303.308.1373

Consultants:

Issuances and Revisions:
2020.05.01 DEVELOPMENT PERMIT APPLICATION

RUSTY PARROT LODGE

175 N. JACKSON ST.
JACKSON, WY 83001

PROJECT NO:
22007

SHEET TITLE:
FLOOR AREA CALCULATIONS

SCALE: 1/16" = 1'-0"

A0.6

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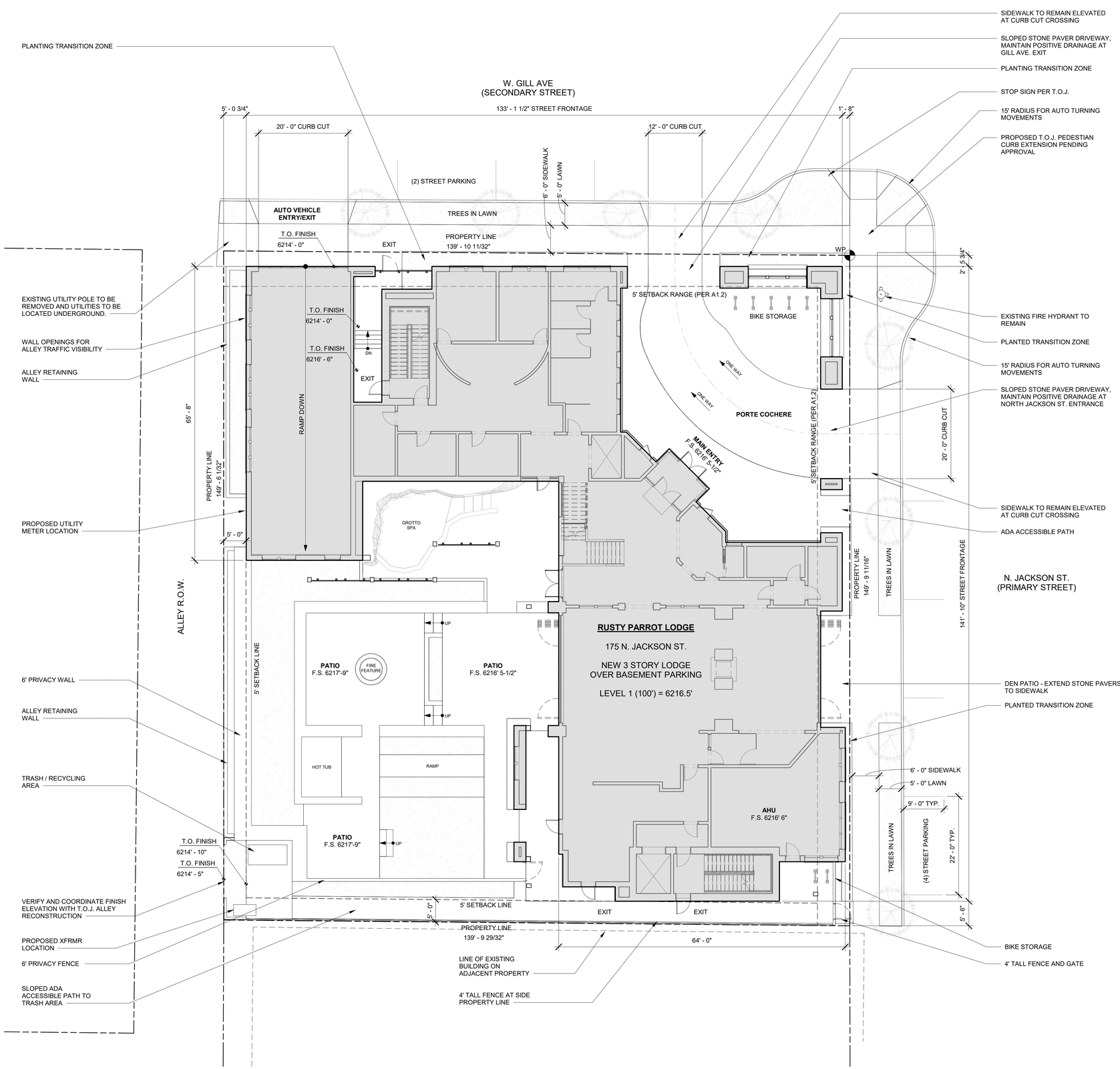

1 / A1.1 PROPOSED SITE PLAN
SCALE: 3/32" = 1'-0"

PLAN NORTH / TRUE NORTH

SITE PLAN / PROJECT DATA:

SETBACKS PER LDR 2.2.10.1:

PRIMARY STREET	0' TO 5' RANGE
SECONDARY STREET	0' TO 5' RANGE
SIDE INTERIOR	5'
REAR	5'

FLOOR AREA:
SEE A0.6 FOR DETAILED CALCULATION

PEDESTRIAN FRONTAGE:
SEE A1.2 FOR DETAILED PEDESTRIAN FRONTAGE DIMENSIONS

HEIGHT:
3-STORY STRUCTURE
SEE ELEVATIONS (A4.X_A) FOR DETAILED HEIGHT ANALYSIS

SNOW STORAGE:
SEE A1.6 FOR SNOW STORAGE PLAN.

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1830 blake st.
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Consultants:

Issuances and Revisions:
2020.05.01 DEVELOPMENT PERMIT APPLICATION

RUSTY PARROT LODGE

175 N. JACKSON ST.
JACKSON, WY 83001

PROJECT NO:
22007

SHEET TITLE:
PROPOSED SITE PLAN

SCALE: As indicated

A1.1

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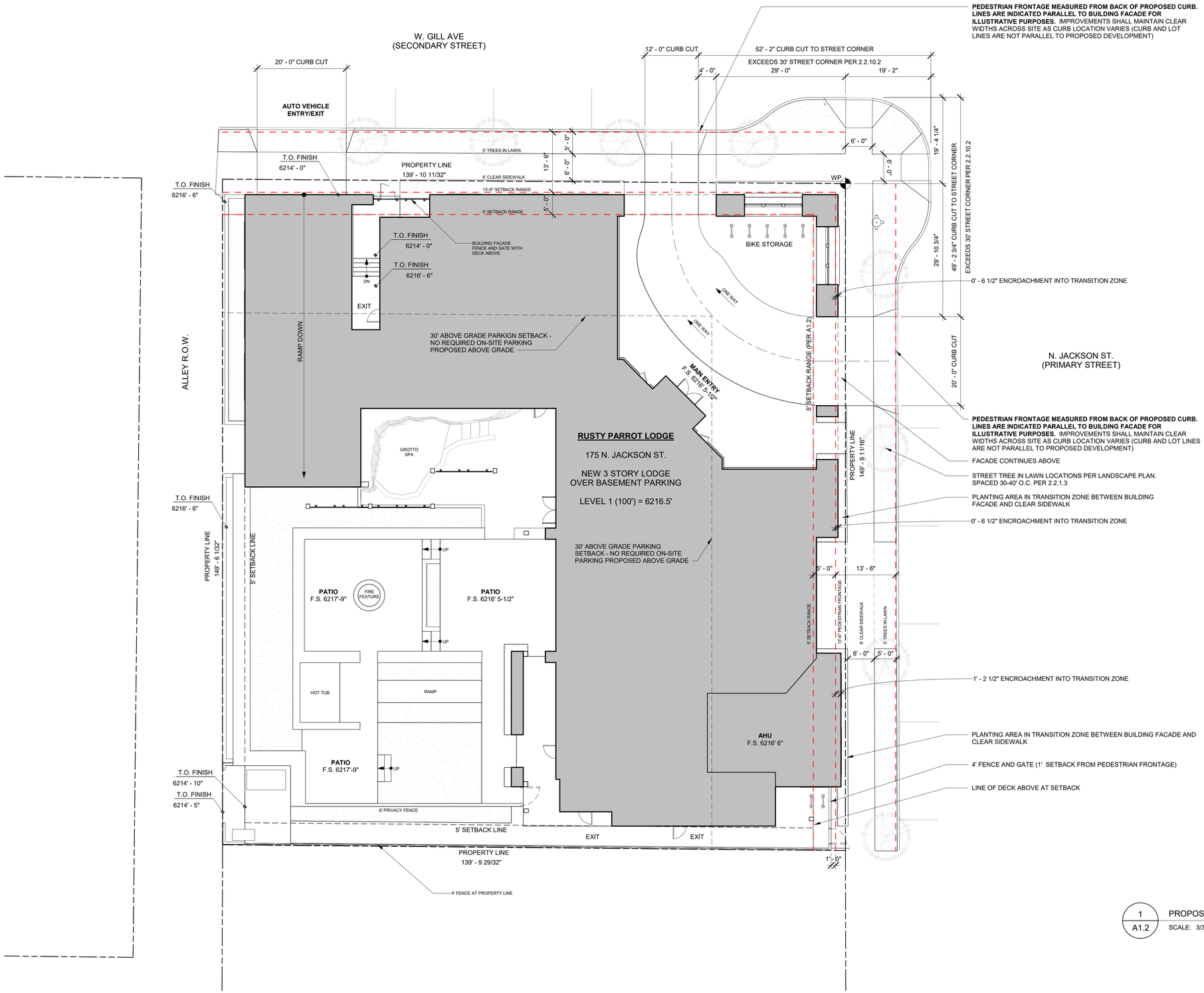


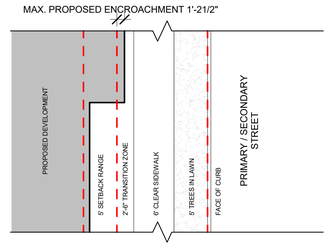
PEDESTRIAN FRONTAGE DIAGRAM:

TREES IN LAWN (2.2.1.C.3) PROPOSED AS ALTERNATE TO TREES IN GRATES (2.2.1.C.2)

PEDESTRIAN FRONTAGE LINES INDICATED IN RED ARE MEASURED FROM BACK OF PROPOSED CURB.

LINES ARE INDICATED PARALLEL TO BUILDING FACADE FOR ILLUSTRATIVE PURPOSES. IMPROVEMENTS SHALL MAINTAIN CLEAR WIDTHS ACROSS SITE AS CURB LOCATION VARIES (CURB AND LOT LINES ARE NOT PARALLEL TO PROPOSED DEVELOPMENT)

DIAGRAM FOR ILLUSTRATIVE PURPOSES ONLY:



1 / A1.2 PROPOSED PEDESTRIAN FRONTAGE SITE PLAN
SCALE: 3/32" = 1'-0"

PLAN NORTH TRUE NORTH

rowland+broughton
architecture / urban design / interior design
500 w. main st.
aspen, co 81611
970.544.9006
1830 blake st.
denver, co 80202
303.308.1373

Consultants:

Issuances and Revisions:
2020.05.01 DEVELOPMENT PERMIT APPLICATION

RUSTY PARROT LODGE

175 N. JACKSON ST.
JACKSON, WY 83001

PROJECT NO:
22007

SHEET TITLE:
PROPOSED PEDESTRIAN FRONTAGE PLAN
SCALE: As indicated

A1.2

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W. GILL AVE
(SECONDARY STREET)

BASEMENT LEVEL CONSTRUCTION , EXCAVATION AND SHORING:
CONSTRUCTION OF THE BASEMENT WILL REQUIRE VERTICAL EXCAVATION AT OR NEAR THE PROPERTY LINE, ACCOMPLISED USING ONE OF SEVERAL POTENTIAL SOIL STABILIZATION METHODS TO BE LATER DETERMINED AND SPECIFIED IN DETAIL BY THE GENERAL CONTRACTOR IN A SHORING PLAN TO BE PREPARED BY THE DESIGN TEAM.

SHORING PLAN DOCUMENTS WILL BE PROVIDED AS PART OF A CONSTRUCTION MANAGEMENT PLAN TO BE INCLUDED AS PART OF THE BUILDING PERMIT APPLICATION.

AUTO VEHICLE ENTRY/EXIT

PROPERTY LINE
139' - 10 11/32"

5' SETBACK RANGE (PER A1.2)

5' SETBACK RANGE (SEE A1.2)

ALLEY R.O.W.

AUTO RAMP

RAMP UP

PROPERTY LINE
149' - 6 1/32"

5' SETBACK LINE

BASEMENT PARKING GARAGE

LEVEL 0 (84'-0") = 6200.5'

PROPERTY LINE
149' - 9 11/16"

5' SETBACK LINE

PROPERTY LINE
139' - 9 29/32"

NEIGHBORING PROPERTY
LESLIE R. & AFTON M., JONES
DOCUMENT No. 897847

NEIGHBORING BUILDING ABOVE

MILLER PARK LODGE, LLC
155 N. JACKSON ST.

N. JACKSON ST.
(PRIMARY STREET)

CONSTRUCTION BARRIERS TO SURROUND THE PROJECT DURING CONSTRUCTION OF THE PROJECT

BASEMENT LEVEL CONSTRUCTION , EXCAVATION AND SHORING:
CONSTRUCTION OF THE BASEMENT WILL REQUIRE VERTICAL EXCAVATION AT OR NEAR THE PROPERTY LINE, ACCOMPLISED USING ONE OF SEVERAL POTENTIAL SOIL STABILIZATION METHODS TO BE LATER DETERMINED AND SPECIFIED IN DETAIL BY THE GENERAL CONTRACTOR IN A SHORING PLAN TO BE PREPARED BY THE DESIGN TEAM.

SHORING PLAN DOCUMENTS WILL BE PROVIDED AS PART OF A CONSTRUCTION MANAGEMENT PLAN TO BE INCLUDED AS PART OF THE BUILDING PERMIT APPLICATION.

EXCAVATION AND SHORING GENERAL NOTES

EXCAVATIONS:
ALL PROPOSED EXCAVATION WORK WITHIN THE PROPERTY TO BE IN ACCORDANCE WITH TOJ LDR'S SECTIONS 7.2.B.6, EXCEPT FOR RE-GRADING OF ADJACENT STREETSCAPES IN THE ROW AND TRENCHING FOR UTILITIES.

CUT AND FILL SLOPES
ALL CUT AND FILL SLOPES WILL BE GRADED PER TOJ LDR SECTION 5.7.2.B.10, EXCEPT WHERE PERMANENT OR TEMPORARY RETAINING WALLS ARE PROPOSED.

RETAINING WALLS
ALL RETAINING WALLS GREATER THAN 4 FEET IN HEIGHT WILL BE DESIGNED BY A WYOMING PE PER 5.7.2.B.3

SHORING TECHNIQUES
SHORING TECHNIQUES CAN INCLUDE BOTH VERTICAL AND HORIZONTAL COMPONENTS. HORIZONTAL SHORING COMPONENTS HAVE THE POTENTIAL TO EXTEND ACROSS THE PROPERTY BOUNDARY AND INTO THE SUBSURFACE OF THE ADJACENT LANDS. WHERE POTENTIAL CONFLICTS WITH UTILITIES EXIST THE SHORING DESIGN WILL USE A COMBINATION OF VERTICAL AND HORIZONTAL SYSTEMS TO AVOID THOSE CONFLICTS. COMBINATION SYSTEMS WILL WILL EMPLOY VERTICAL ELEMENTS AT UPPER ELEVATIONS IN ORDER TO AVOID MAJOR ENCROACHMENTS BEYOND THE PROPERTY BOUNDARY. BELOW THE DEPTH OF UTILITIES, OTHER SHORING DESIGNS WITH HORIZONTAL ELEMENTS THAT ENCROACH INTO THE ROW MAY BE EMPLOYED AND WHICH WILL BE SUFFICIANTLY DEEP TO AVOID CONFLICTS AND DESTABILIZATION OF FOUNDATION/BEDDING MATERIALS FOR THOSE UTILITIES.

IN ACCORDANCE WITH TOJ LDR SECTION 5.7.2.B.8 SHORING COMPONENTS WILL REMAIN WITHIN THE PROPERTY BOUNDARY, OR AN EASEMENT AND/OR ENCROACHMENT AGREEMENT WILL BE SOUGHT. TEMPORARY/ABANDONED SHORING ELEMENTS WILL NOT BE OF CONCERN FOR SUBSEQUENT EXCAVATIONS ON ADJACENT PROJECTS, PARTICULARLY THOSE RELATED TO TYPICAL WORK OCCURING IN THE ROW.

DEWATERING
SHOULD DEWATERING BECOME NECESSARY DURING CONSTRUCTION IT WILL COMPLY WITH SECTION 5.7.4.B, AND ALL NECESSARY STATE PERMITTING AND DISCHARGE REQUIREMENTS WILL BE MET. METHOD AND LOCATION OF DISCHARE WILL BE DETERMINED ONCE DEWATERING IS DETERMINED TO BE NECESSARY, AND WOULD BE COORDINATED WITH TOJ PUBLIC WORKS

1 / A1.3 PROPOSED SITE PLAN @ BASEMENT
SCALE: 3/32" = 1'-0"

PLAN NORTH | TRUE NORTH

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architecture / urban design / interior design
500 w. main st.
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970.544.9006
1830 blake st.
denver, co 80202
303.308.1373

Consultants:

Issuances and Revisions:
2020.05.01 DEVELOPMENT PERMIT APPLICATION

RUSTY PARROT LODGE

175 N. JACKSON ST.
JACKSON, WY 83001

PROJECT NO:
22007

SHEET TITLE:
PROPOSED SITE PLAN @ BASEMENT LEVEL
SCALE: 3/32" = 1'-0"

A1.3

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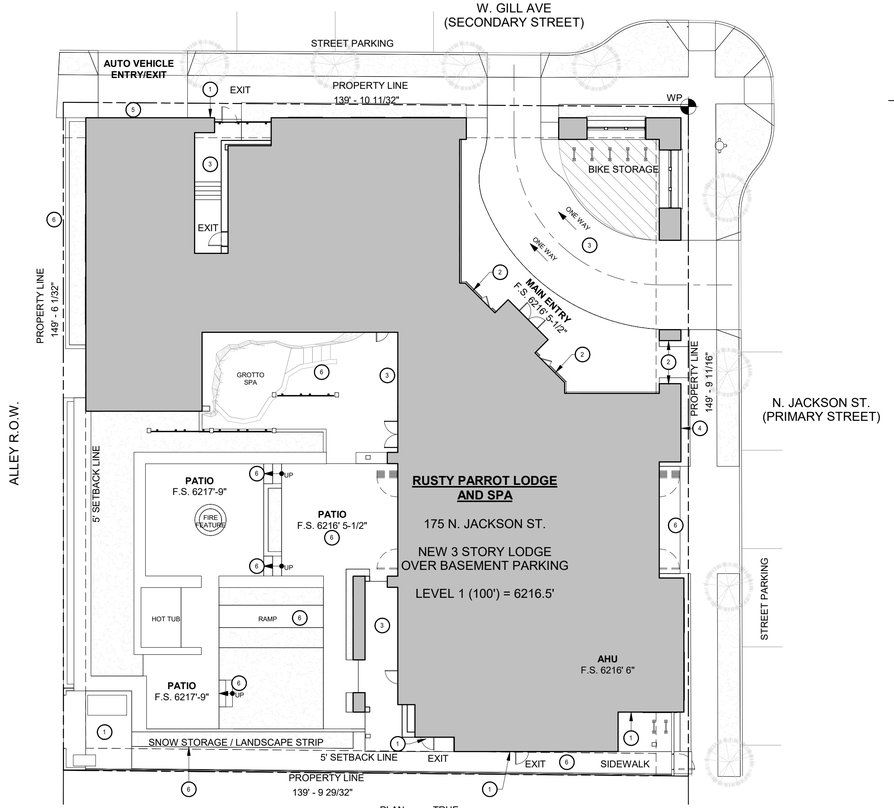
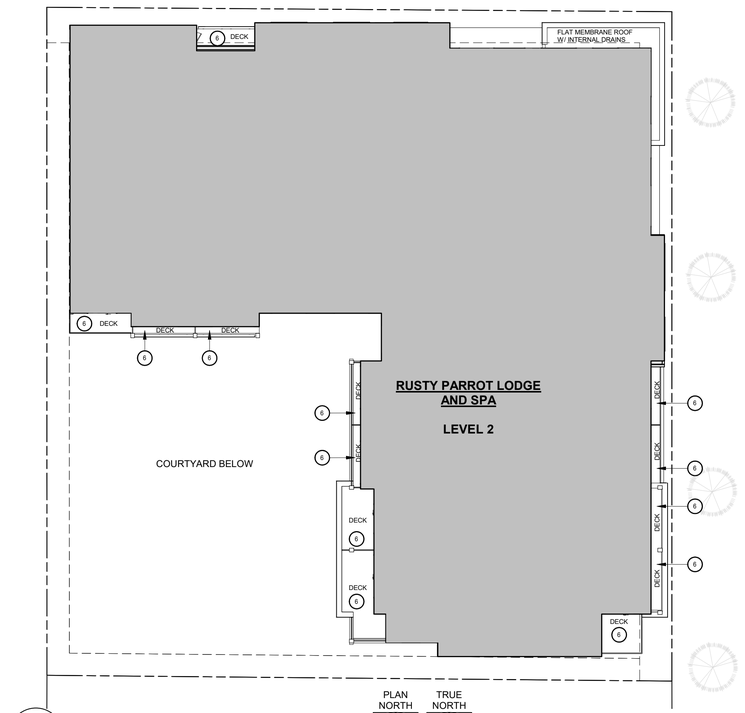


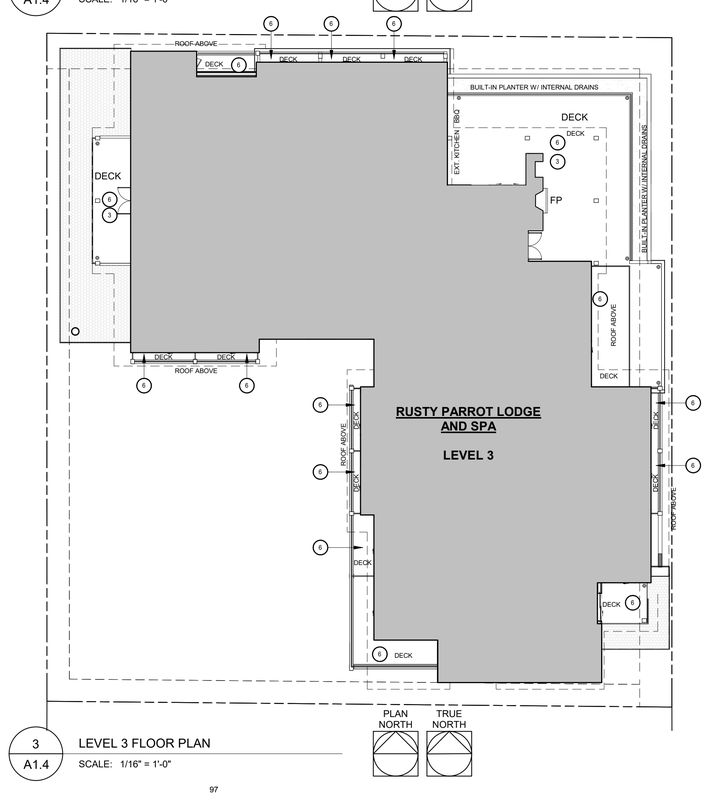
1 A1.4 PROPOSED SITE LIGHTING CONCEPT PLAN

SCALE: 1/16" = 1'-0"



2 A1.4 LEVEL 2 FLOOR PLAN

SCALE: 1/16" = 1'-0"



3 A1.4 LEVEL 3 FLOOR PLAN

SCALE: 1/16" = 1'-0"

SITE LIGHTING PLAN LEGEND

1. WALL-MOUNTED DOWNLIGHT
2. WALL-MOUNTED EXT. SCONCE
3. RECESSED CEILING LIGHTS
4. SIGNAGE LIGHTING
5. GARAGE DOOR ENTRY LIGHT: RECESSED LIGHT INTEGRATED WITH GARAGE DOOR
6. PATH LIGHTING / BOLLARD

NOTE:

- ALL SITE LIGHTING WILL MEET DARK SKY COMPLIANCE
- (5) SIGNAGE LIGHTING EXEMPT PER TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS 5.3.1: EXTERIOR LIGHTING STANDARDS

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architecture / urban design / interior design
500 w. main st.
aspen, co 81611
970.544.9006
1830 blake st.
denver, co 80202
303.308.1373

Consultants:

Issuances and Revisions:

2020.05.01 DEVELOPMENT PERMIT APPLICATION

RUSTY PARROT LODGE

175 N. JACKSON ST.
JACKSON, WY 83001

PROJECT NO:
22007

SHEET TITLE:
PROPOSED SITE LIGHTING CONCEPTS

SCALE: As indicated

A1.4

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Plot Date: 5/1/2020 12:29:14 PM

Urban Indoor/Outdoor LED Wall Sconce

By Modern Forms

LUMENS LIGHT AND LIVING

Call Us 877.445.4486

Product Options

Finish: Black, Bronze, Graphite
Size: Small, Medium, Large

Details

- Aluminum shade
- Aluminum body
- Dimmable with electronic low voltage (ELV) dimmer (not included)
- LED Average Rated Life: 50,000 hours
- LED Color Temperature: 3000K
- CRI: 85
- Lumens: 720 (Small), 960 (Medium), 1200 (Large)
- UL Listed Wet
- ADA Compliant
- Dark Sky Compliant
- Material: Aluminum
- Shade Material: Aluminum
- Electronic low voltage (ELV) Dimmer
- ADA compliant, Dark Sky compliant
- Made In China

Shown in Bronze finish, Medium size, lit

Dimensions

Small Option Fixture: Height 10", Width 7", Depth 2"
Medium Option Fixture: Height 16", Width 7", Depth 2"
Large Option Fixture: Height 22"

Lighting

- Small option utilizes 12 Watt 120 Volt LED array (integrated).
- Medium option utilizes 16 Watt 120 Volt LED array (integrated).
- Large option utilizes 20 Watt 120 Volt LED array (included).

Notes:

Additional Details

Product URL: https://www.lumens.com/urban-indoor-outdoor-led-all-sconce-by-modern-forms-uu504623.html
Rating: UL Listed Wet

Product ID: uu504623

Prepared by:

Prepared for:
Project:
Room:
Placement:
Approval:

Created April 28th, 2020

Ripley Outdoor Wall Sconce

By Kichler

LUMENS LIGHT AND LIVING

Call Us 877.445.4486

Product Options

Size: Small, Medium, Large

Details

- Aluminum construction
- Olde Bronze finish
- Round wall plate
- UL Listed Wet
- Dark Sky compliant when used with R14 40-W lamp (not included)
- Finish: Olde Bronze
- Made In China

Shown in Small size

Dimensions

Small Option Fixture: Height 7.5", Width 8", Depth 9.5"
Small Option Plate: Diameter 5.12"
Medium Option Fixture: Height 9.5", Width 10", Depth 11.5"
Medium Option Plate: Diameter 5.87"
Large Option Fixture: Height 10", Width 12", Depth 13"

Lighting

- One 40 Watt 120 Volt R14 E26 Medium Base Incandescent lamp (not included), or one 60 Watt 120 Volt G40 E26 Medium Base Incandescent lamp (not included).

Notes:

Additional Details

Product URL: https://www.lumens.com/ripley-outdoor-wall-sconce-by-kichler-uu302778.html
Rating: UL Listed Wet

Product ID: uu302778

Prepared by:

Prepared for:
Project:
Room:
Placement:
Approval:

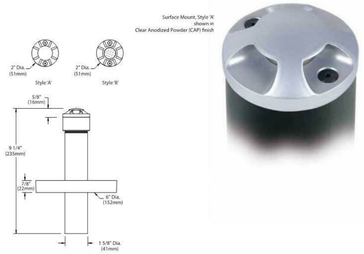
Created April 28th, 2020

MD-S SURFACE MOUNT MINI DRIVESTAR™

"I love this fixture because it is a great, inconspicuous light for garden pathways. Ron (the boss) hates using bollards in our landscape designs... they are far too commercial and distracting. The Mini DriveStar™ lights the pathway while letting the plants shine."
Kimberly Stuart, Ron Rule Consultants Ltd., BKU Fall 2011

MATERIAL: ALU, BR, SS

FOR USE WITH: Power Supplies, Options



B-K LIGHTING | RECESSED GROUND

B-K LIGHTING Quality to Last a Lifetime www.bklighting.com 119

LED recessed wall - shielded

BEGA

Application
Designed for low mounting heights for interior and exterior locations, the shielded light distribution is ideal for the glare-free illumination of ground surfaces, building entrances, stairs, and footpaths.

Materials
Luminaire housing and faceplate constructed of die-cast marine grade, copper free (≤ 0.3% copper content) A360.0 aluminum alloy
White safety glass
High temperature silicone gasket
Mechanically captive stainless steel fasteners

NRTL listed to North American Standards, suitable for wet locations
Protection class IP65
Weight: 2.2 lbs

Electrical

Operating voltage	120-277 V AC
Minimum start temperature	-30° C
LED module wattage	3.9 W
System wattage	6.0 W
Controllability	0-10V dimmable
Color rendering index	Ra > 90
Luminaire lumens	159 lumens (3000K)
Lifetime at Ta ≤ 15° C	>500,000 h (L70)
Lifetime at Ta = 45° C	172,000 h (L70)

LED color temperature

☐ 4000K - Product number + **K4**
☐ 3500K - Product number + **K35**
☐ 3000K - Product number + **K3 (*EXPRESS*)**
☐ 2700K - Product number + **K27**
☐ Amber - Product number + **AMB**

BEGA can supply you with suitable LED replacement modules for up to 20 years after the purchase of LED luminaires - see website for details

Finish
All BEGA standard finishes are matte, textured polyester powder coat with minimum 3 mil thickness.

Available colors ☐ Black (BLK) ☐ White (WHT) ☐ RAL:
☐ Bronze (BRZ) ☐ Silver (SLV) ☐ CUS:

Type:
BEGA Product:
Project:
Modified:

LED recessed wall : shielded

	LED		A	B	C
22 272	K3	3.9 W	5½	5½	4½

BEGA 1000 BEGA Way, Carpinteria, CA 93013 (805) 684-0533 info@bega-us.com

Due to the dynamic nature of lighting products and the associated technologies, luminaire data on this sheet is subject to change at the discretion of BEGA North America. For the most current technical data, please refer to bega-us.com
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SITE LIGHTING PLAN LEGEND

1. WALL-MOUNTED DOWNLIGHT
2. WALL-MOUNTED EXT. SCONCE
3. RECESSED CEILING LIGHTS
4. SIGNAGE LIGHTING
5. GARAGE DOOR ENTRY LIGHT: RECESSED LIGHT INTEGRATED WITH GARAGE DOOR
6. PATH LIGHTING / BOLLARD

NOTE:
- ALL SITE LIGHTING WILL MEET DARK SKY COMPLIANCE
- (5) SIGNAGE LIGHTING EXEMPT PER TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS 5.3.1: EXTERIOR LIGHTING STANDARDS

① WALL-MOUNTED DOWNLIGHT

② WALL-MOUNTED EXT. SCONCE

⑥ PATH LIGHTING / BOLLARD

⑥ PATH LIGHTING / BOLLARD

rowland+broughton
architecture / urban design / interior design
500 w. main st. 1830 blake st.
aspen, co 81611 denver, co 80202
970.544.9006 303.308.1373

Consultants:

Issuances and Revisions:
2020.05.01 DEVELOPMENT PERMIT APPLICATION

RUSTY PARROT LODGE

175 N. JACKSON ST.
JACKSON, WY 83001

PROJECT NO:
22007

SHEET TITLE:
PROPOSED SITE LIGHTING EXAMPLES

SCALE: 12" = 1'-0"

A1.5

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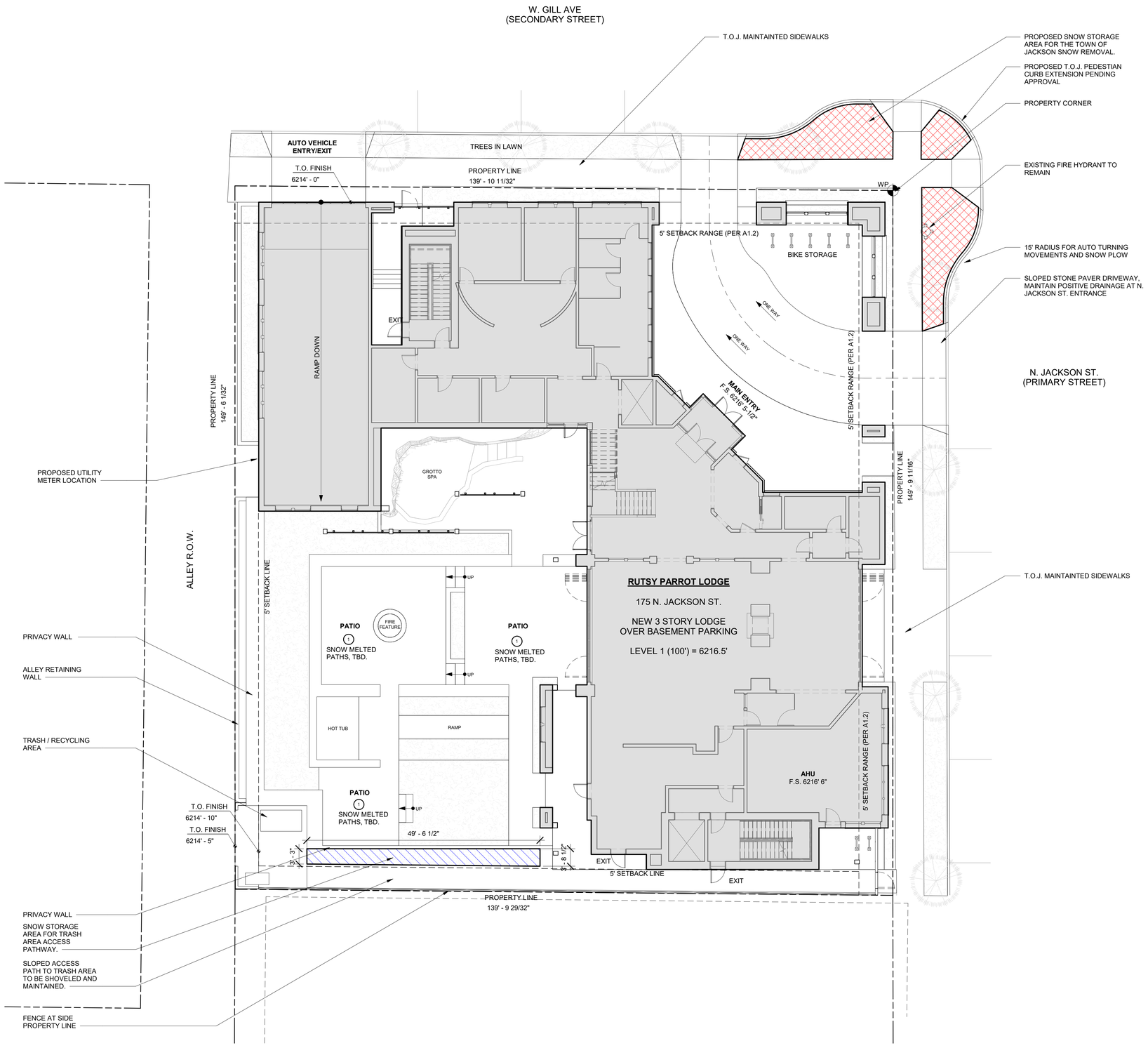

SNOW STORAGE PLAN LEGEND

- SITE SNOW STORAGE
- PROPOSED SIDEWALK SNOW STORAGE
- 1 AREA WITH SNOWMELTED PATHS

NOTES:

- SNOW STORAGE WILL BE KEPT ON THE PROPERTY.
- ALL ROOFS ARE DESIGNED TO HOLD SNOW, SEE SHEET A2.4.
- SNOWMELTED PATHS TBD IN COURTYARD AREA. ALL SNOWMELT TO BE HANDLED ON SITE PER T.O.J. L.D.R ARTICLE 6.2.5C.
- OTHER SNOW STORAGE TO BE HELD ON THE PROPERTY IN THE COURTYARD

1 / A1.6 PROPOSED SNOW STORAGE PLAN

SCALE: 3/32" = 1'-0"

PLAN NORTH | TRUE NORTH

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RUSTY PARROT LODGE

175 N. JACKSON ST.
JACKSON, WY 83001

PROJECT NO:
22007

SHEET TITLE:
PROPOSED SNOW STORAGE PLAN

SCALE: As indicated

A1.6

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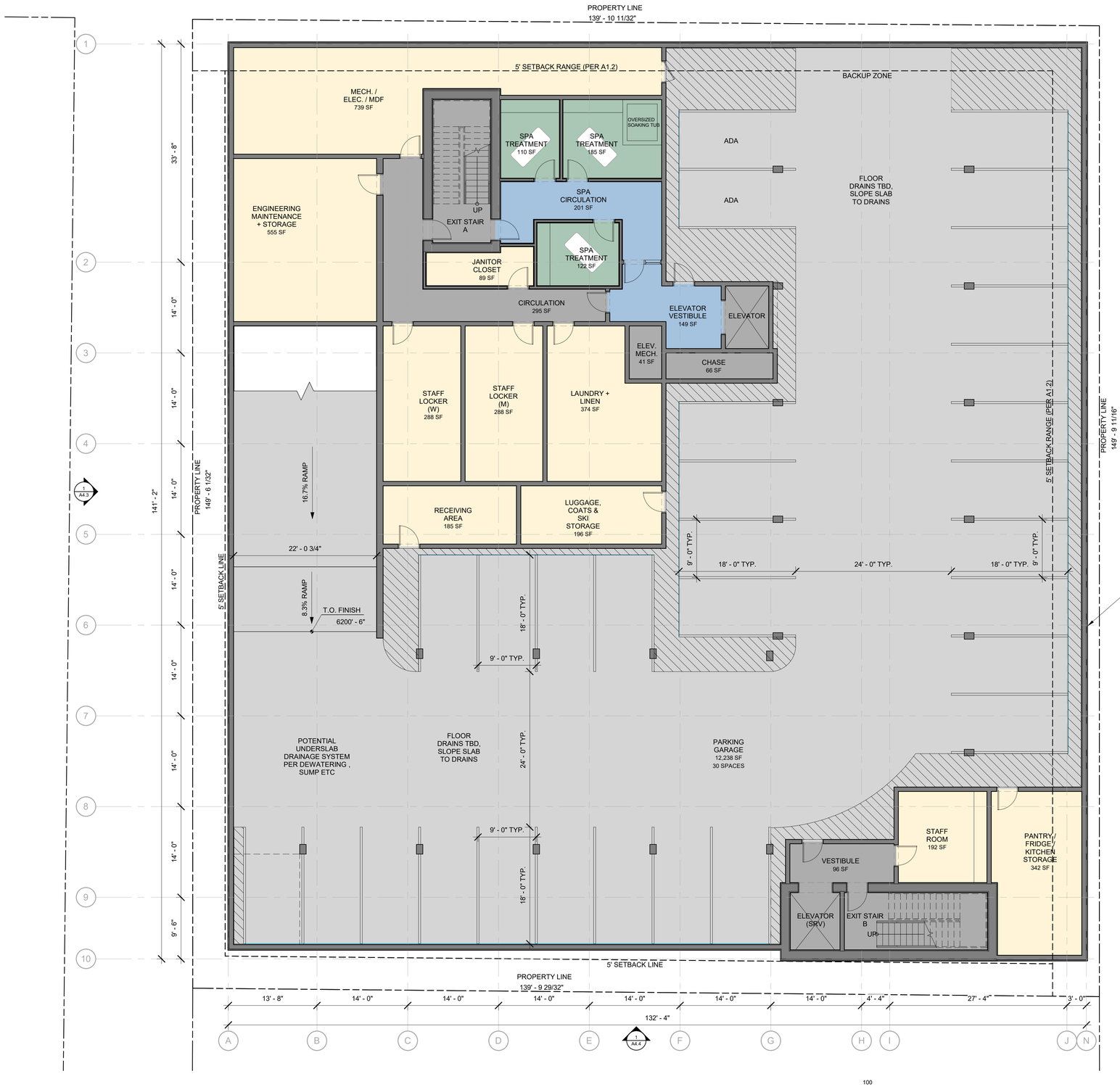

FLOOR AREA USES

- CIRCULATION
- COMMON
- DECK
- HOUSING UNIT
- LODGE
- OFFICE AND BOH
- PARKING
- RESTAURANT
- SPA

1 / A2.0 BASEMENT FLOOR PLAN
SCALE: 1/8" = 1'-0"

PLAN NORTH / TRUE NORTH

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Consultants:

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RUSTY PARROT LODGE

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JACKSON, WY 83001

PROJECT NO:
22007

SHEET TITLE:
PROPOSED BASEMENT FLOOR PLAN
SCALE: 1/8" = 1'-0"

A2.0

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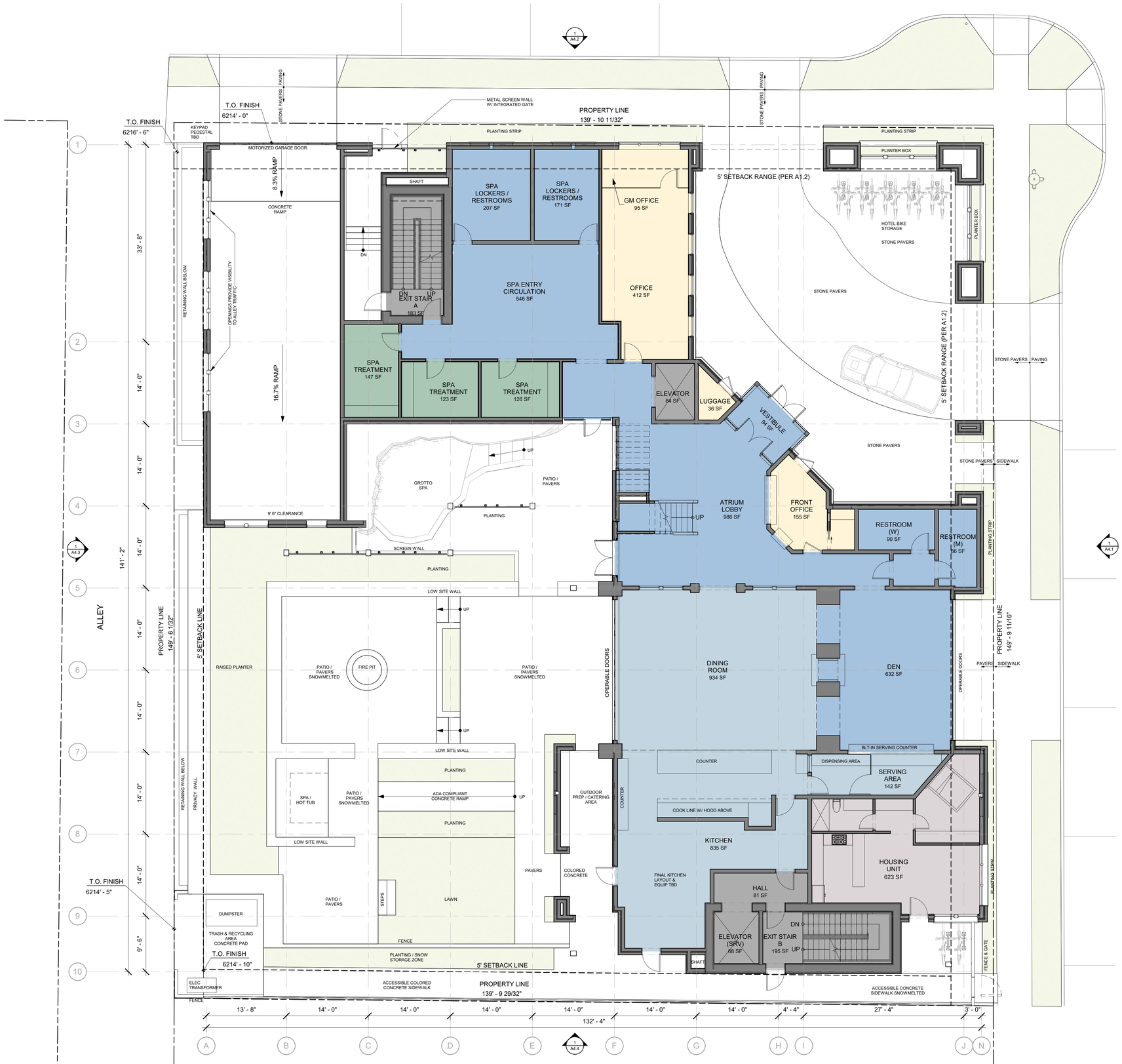

FLOOR AREA USES

- CIRCULATION
- COMMON
- DECK
- HOUSING UNIT
- LODGE
- OFFICE AND BOH
- PARKING
- RESTAURANT
- SPA

1 A2.1 LEVEL 1 FLOOR PLAN (100' = 6216.5')

SCALE: 1/8" = 1'-0"

PLAN NORTH / TRUE NORTH

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Consultants:

Issuances and Revisions:

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RUSTY PARROT LODGE

175 N. JACKSON ST.
JACKSON, WY 83001

PROJECT NO:
22007

SHEET TITLE:
PROPOSED LEVEL 1 FLOOR PLAN

SCALE: 1/8" = 1'-0"

A2.1

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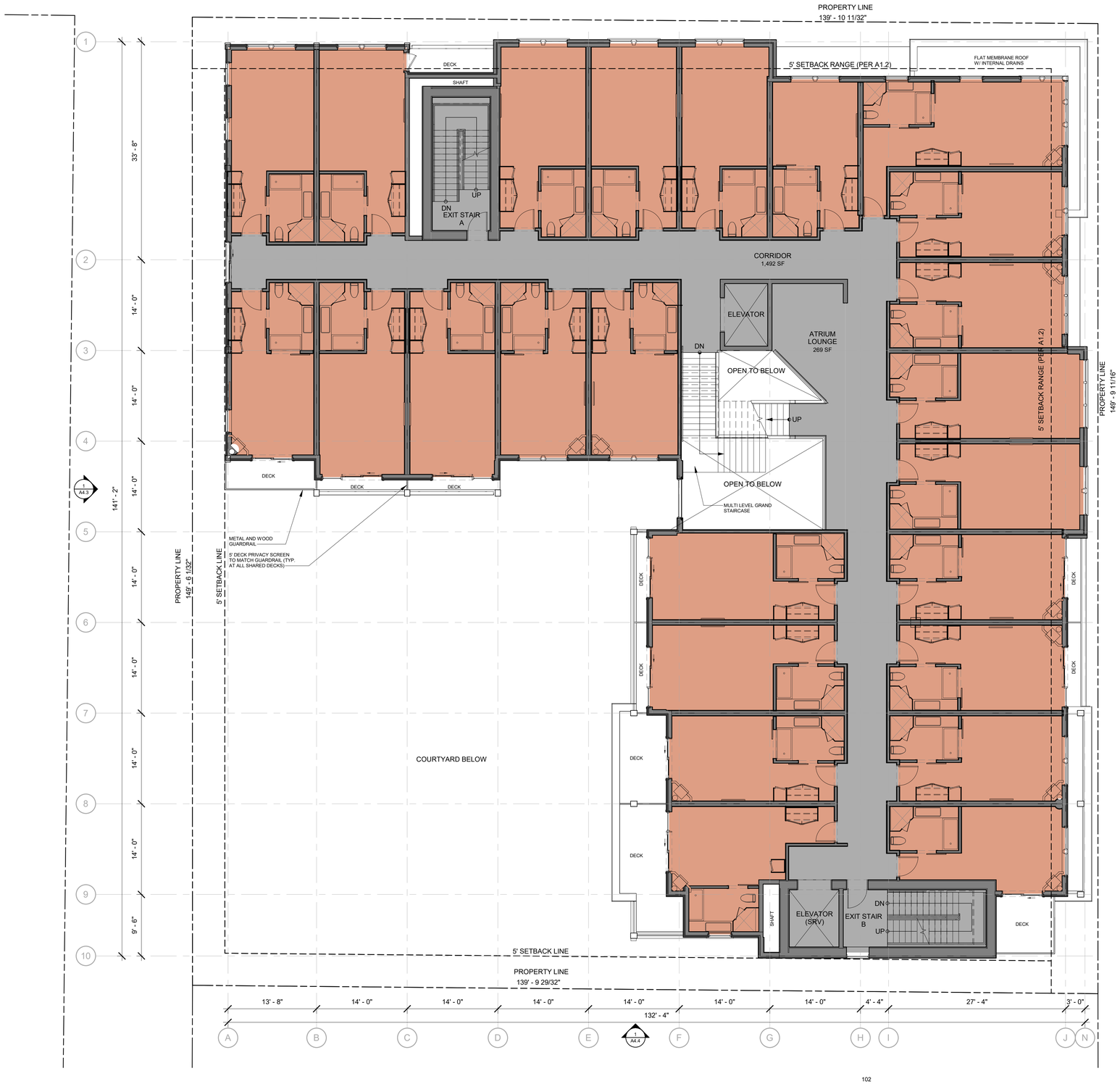

HOTEL ROOM COUNT AND NET AREA

# OF ROOMS	NET LODGING AREA THIS LEVEL
24	8,571 SF

FLOOR AREA USES

- CIRCULATION
- COMMON
- DECK
- HOUSING UNIT
- LODGE
- OFFICE AND BOH
- PARKING
- RESTAURANT
- SPA

1 / A2.2 LEVEL 2 FLOOR PLAN

SCALE: 1/8" = 1'-0"

PLAN NORTH / TRUE NORTH

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RUSTY PARROT LODGE

175 N. JACKSON ST.
JACKSON, WY 83001

PROJECT NO:
22007

SHEET TITLE:

PROPOSED LEVEL 2 FLOOR PLAN

SCALE: 1/8" = 1'-0"

A2.2

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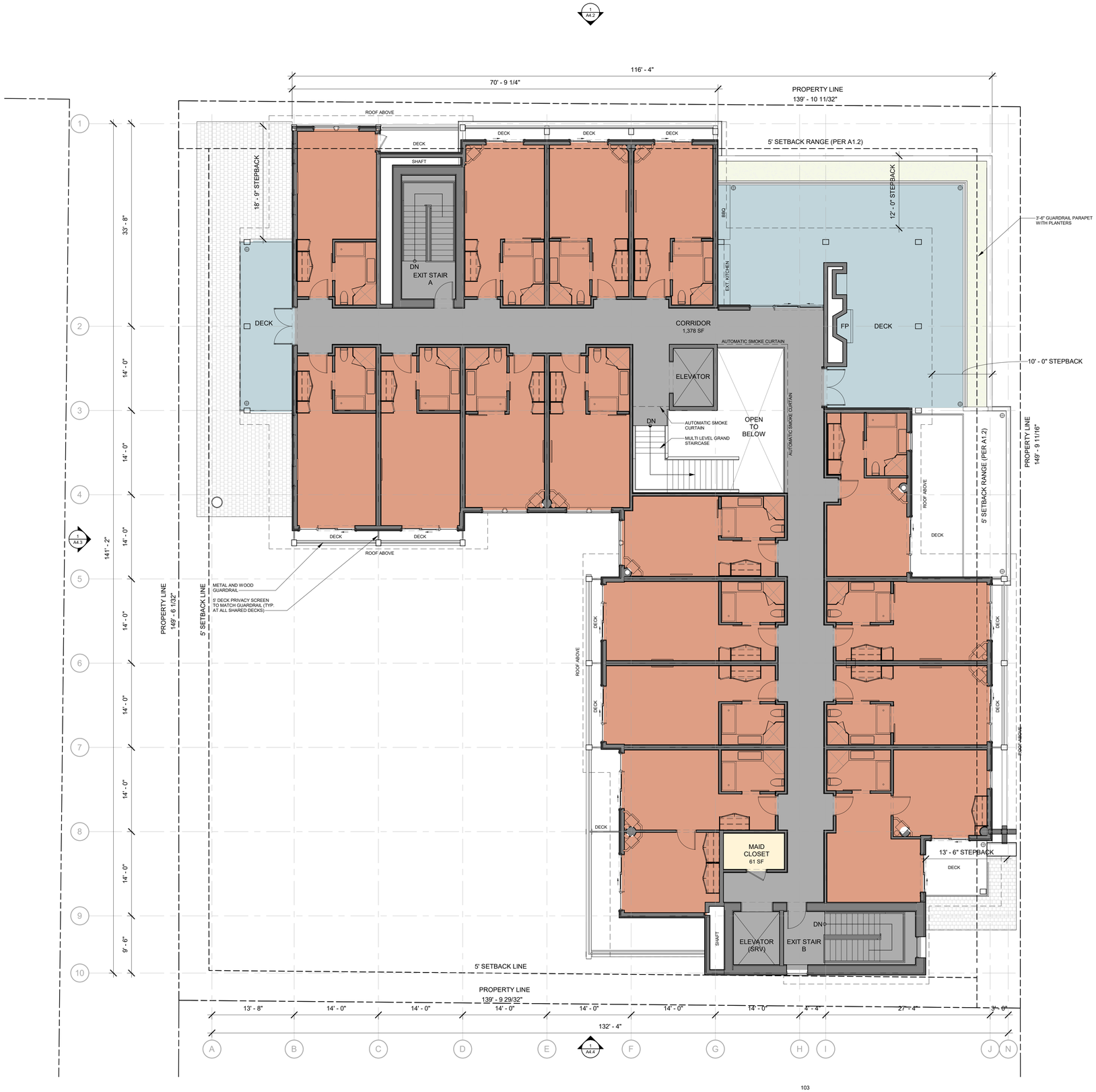

HOTEL ROOM COUNT AND NET AREA

# OF ROOMS	NET LODGING AREA THIS LEVEL
16	6,037 SF

FLOOR AREA USES

- CIRCULATION
- COMMON
- DECK
- HOUSING UNIT
- LODGE
- OFFICE AND BOH
- PARKING
- RESTAURANT
- SPA

1 / A2.3 LEVEL 3 FLOOR PLAN

SCALE: 1/8" = 1'-0"

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PROPOSED LEVEL 3 FLOOR PLAN

SCALE: 1/8" = 1'-0"

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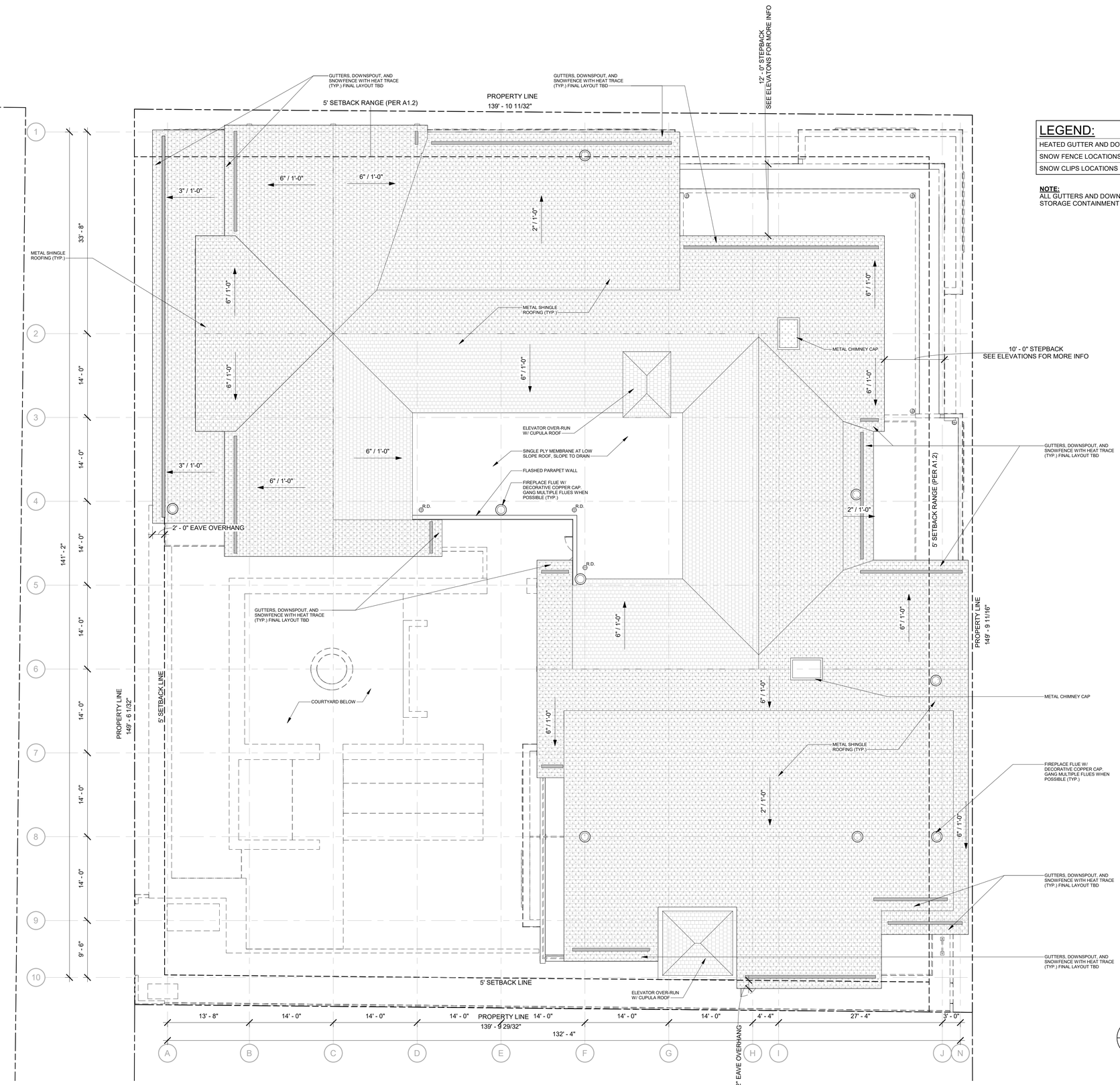

LEGEND:

HEATED GUTTER AND DOWNSPOUT WITH HEAT TRACE - SEE PLAN NOTES	
SNOW FENCE LOCATIONS	
SNOW CLIPS LOCATIONS	

NOTE:
ALL GUTTERS AND DOWNSPOUTS TO TIE INTO MANAGED STORAGE CONTAINMENT SYSTEM PER CIVIL

1 / A2.4 ROOF LEVEL PLAN
SCALE: 1/8" = 1'-0"

PLAN NORTH | TRUE NORTH

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SHEET TITLE:
PROPOSED ROOF LEVEL PLAN

SCALE: As indicated

A2.4

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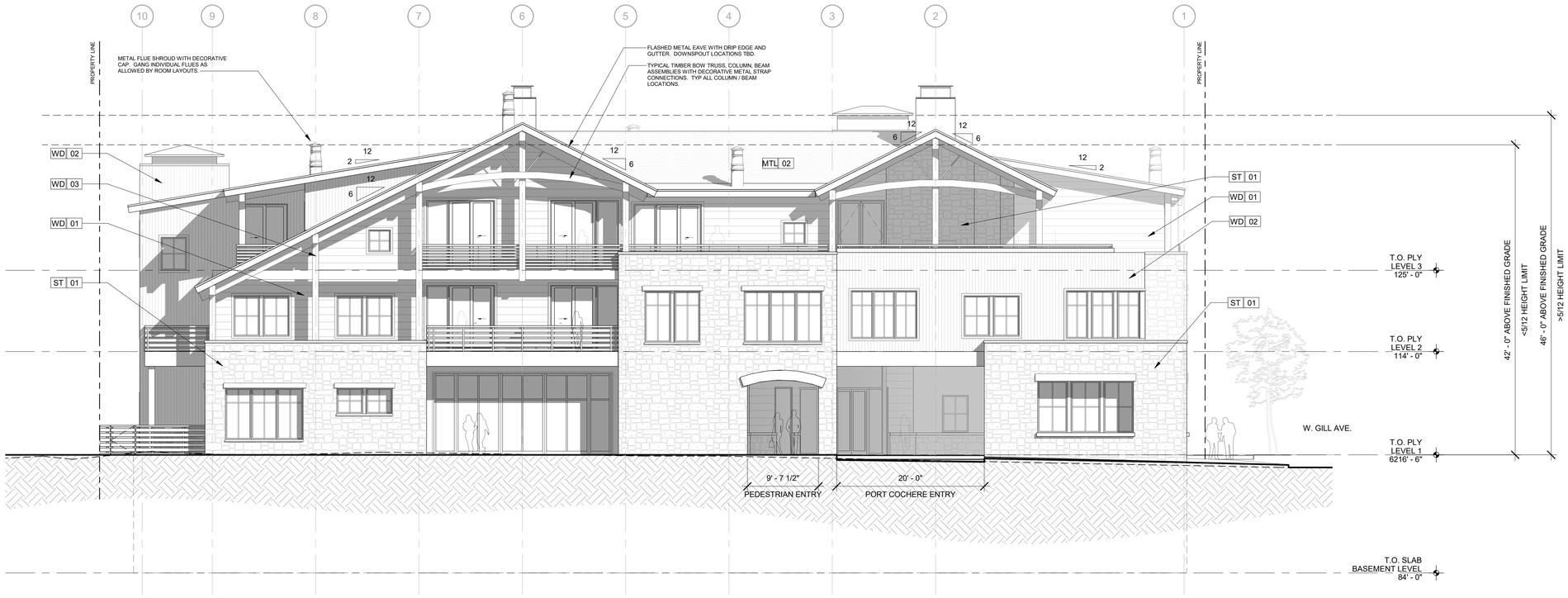

1 / A4.1 EAST ELEVATION - N. JACKSON STREET

SCALE: 1/8" = 1'-0"

FINISH LIST - EXTERIOR

MARK	NUMBER	MANUFACTURER	COLOR/FINISH	PATTERN/STYLE	SIZE	CONTACT	APPROX. LEAD TIME	NOTES
METAL								
MTL	01	BERRIDGE OR SIM.	DARK BRONZE / ZINC TONE		VARIES			
MTL	02	TBD	DARK BRONZE / ZINC TONE	METAL SHINGLE TBD	TBD			
STONE								
ST	01	TBD	DRY STACK	TBD	VARIES W/ LARGEST STONES AT BASE			
WOOD								
WD	01	MONTANA TIMBER PRODUCTS OR SIM.	WEATHERED STAIN	HORIZONTAL SIDING	12" BOARD			
WD	02	MONTANA TIMBER PRODUCTS OR SIM.	WEATHERED STAIN	VERTICAL SIDING	4" BOARD			
WD	03	MONTANA TIMBER PRODUCTS OR SIM.	WEATHERED STAIN	BEAM HAND HEWN TIMBERS	TIMBER SIZE VARIES			ALL EXPOSED TIMBERS SHALL MEET TYPE IV CONSTRUCTION & HEAVY TIMBER DIMENSIONAL AND CONNECTION REQUIREMENTS (REQ'S TO BE VERIFIED W/ LOCAL BUILDING DEPARTMENT)

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WD 03

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PROJECT NO:
22007

SHEET TITLE:
EXTERIOR ELEVATIONS

SCALE: 1/8" = 1'-0"

A4.1

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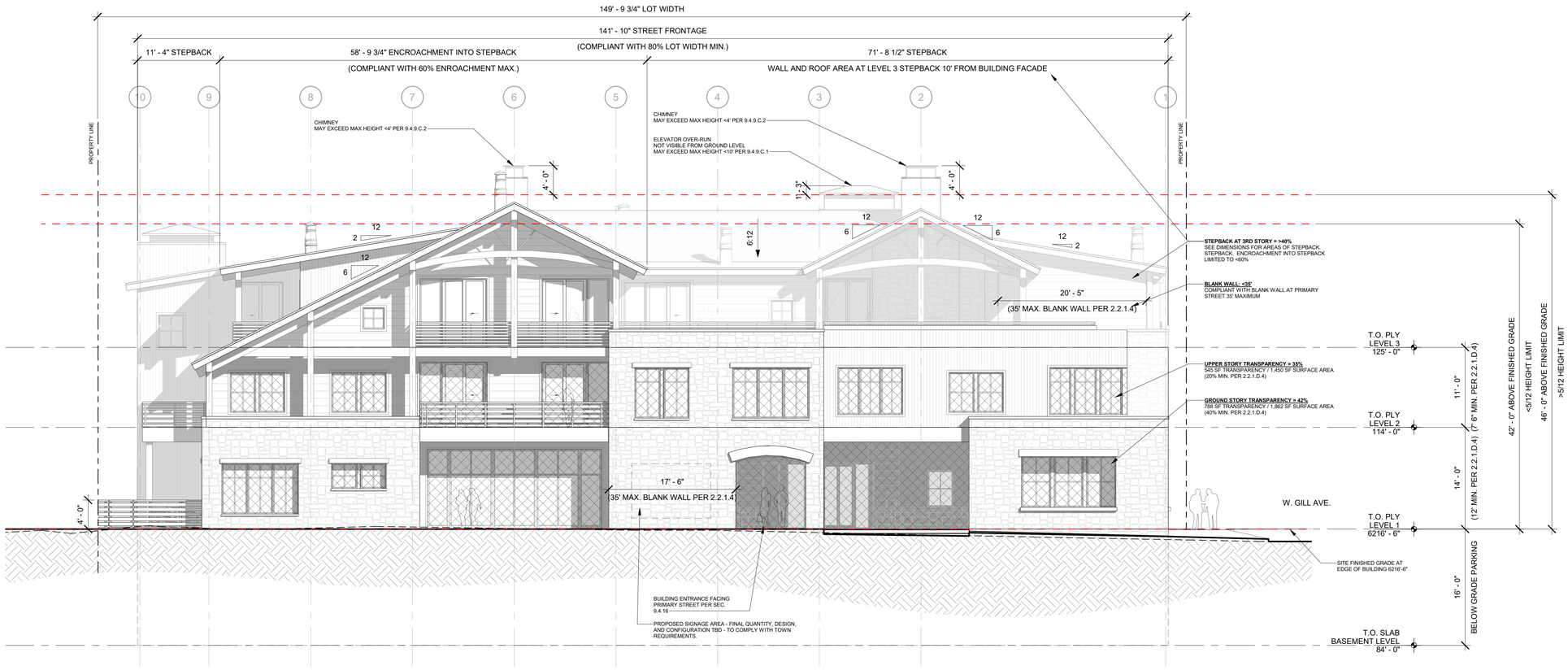

1
A4.1_A

EAST ELEVATION - N. JACKSON STREET (PRIMARY STREET)

SCALE: 1/8" = 1'-0"

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RUSTY PARROT LODGE

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SHEET TITLE:

EXTERIOR ELEVATIONS LDR COMPLIANCE

SCALE: 1/8" = 1'-0"

A4.1_A

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1 / A4.2 NORTH ELEVATION - GILL AVE.

SCALE: 1/8" = 1'-0"

FINISH LIST - EXTERIOR

MARK	NUMBER	MANUFACTURER	COLOR/FINISH	PATTERN/STYLE	SIZE	CONTACT	APPROX. LEAD TIME	NOTES
METAL								
MTL	01	BERRIDGE OR SIM.	DARK BRONZE / ZINC TONE		VARIES			
MTL	02	TBD	DARK BRONZE / ZINC TONE	METAL SHINGLE TBD	TBD			
STONE								
ST	01	TBD	DRY STACK	TBD	VARIES W/ LARGEST STONES AT BASE			
WOOD								
WD	01	MONTANA TIMBER PRODUCTS OR SIM.	WEATHERED STAIN	HORIZONTAL SIDING	12" BOARD			
WD	02	MONTANA TIMBER PRODUCTS OR SIM.	WEATHERED STAIN	VERTICAL SIDING	4" BOARD			
WD	03	MONTANA TIMBER PRODUCTS OR SIM.	WEATHERED STAIN	BEAM HAND HEWN TIMBERS	TIMBER SIZE VARIES			ALL EXPOSED TIMBERS SHALL MEET TYPE IV CONSTRUCTION & HEAVY TIMBER DIMENSIONAL AND CONNECTION REQUIREMENTS (REQ'S TO BE VERIFIED W/ LOCAL BUILDING DEPARTMENT)

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ST 01

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PROJECT NO:
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SHEET TITLE:

EXTERIOR ELEVATIONS

SCALE: 1/8" = 1'-0"

A4.2

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1
A4.2_A

NORTH ELEVATION - TOJ COMPLIANCE

SCALE: 1/8" = 1'-0"

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SCALE: 1/8" = 1'-0"

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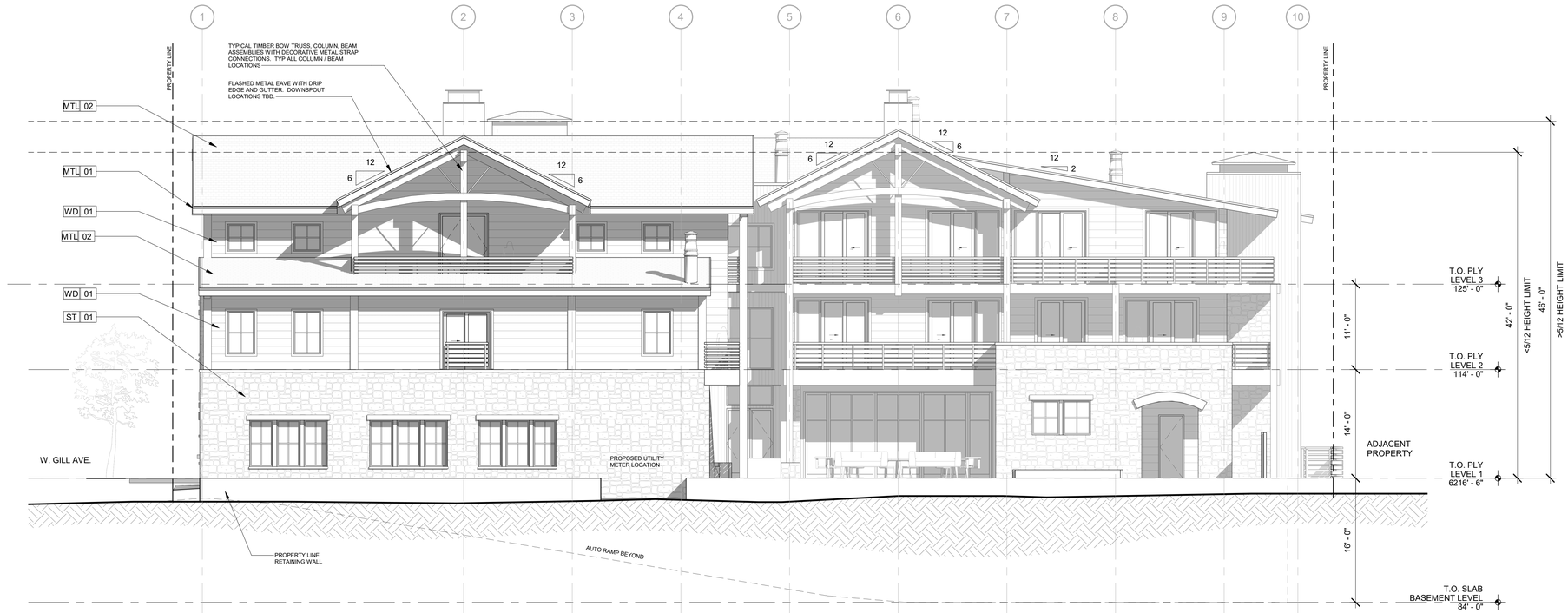

1 / A4.3 WEST ELEVATION - COURTYARD

SCALE: 1/8" = 1'-0"

FINISH LIST - EXTERIOR

MARK	NUMBER	MANUFACTURER	COLOR/FINISH	PATTERN/STYLE	SIZE	CONTACT	APPROX. LEAD TIME	NOTES
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MTL	02	TBD	DARK BRONZE / ZINC TONE	METAL SHINGLE TBD	TBD			
STONE								
ST	01	TBD	DRY STACK	TBD	VARIES W/ LARGEST STONES AT BASE			
WOOD								
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WD	02	MONTANA TIMBER PRODUCTS OR SIM.	WEATHERED STAIN	VERTICAL SIDING	4" BOARD			
WD	03	MONTANA TIMBER PRODUCTS OR SIM.	WEATHERED STAIN	BEAM HAND HEWN TIMBERS	TIMBER SIZE VARIES			ALL EXPOSED TIMBERS SHALL MEET TYPE IV CONSTRUCTION & HEAVY TIMBER DIMENSIONAL AND CONNECTION REQUIREMENTS (REQ'S TO BE VERIFIED W/ LOCAL BUILDING DEPARTMENT)

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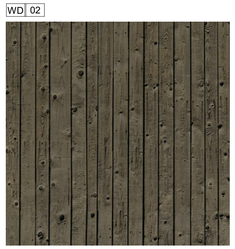

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SHEET TITLE:

EXTERIOR ELEVATIONS

SCALE: 1/8" = 1'-0"

A4.3

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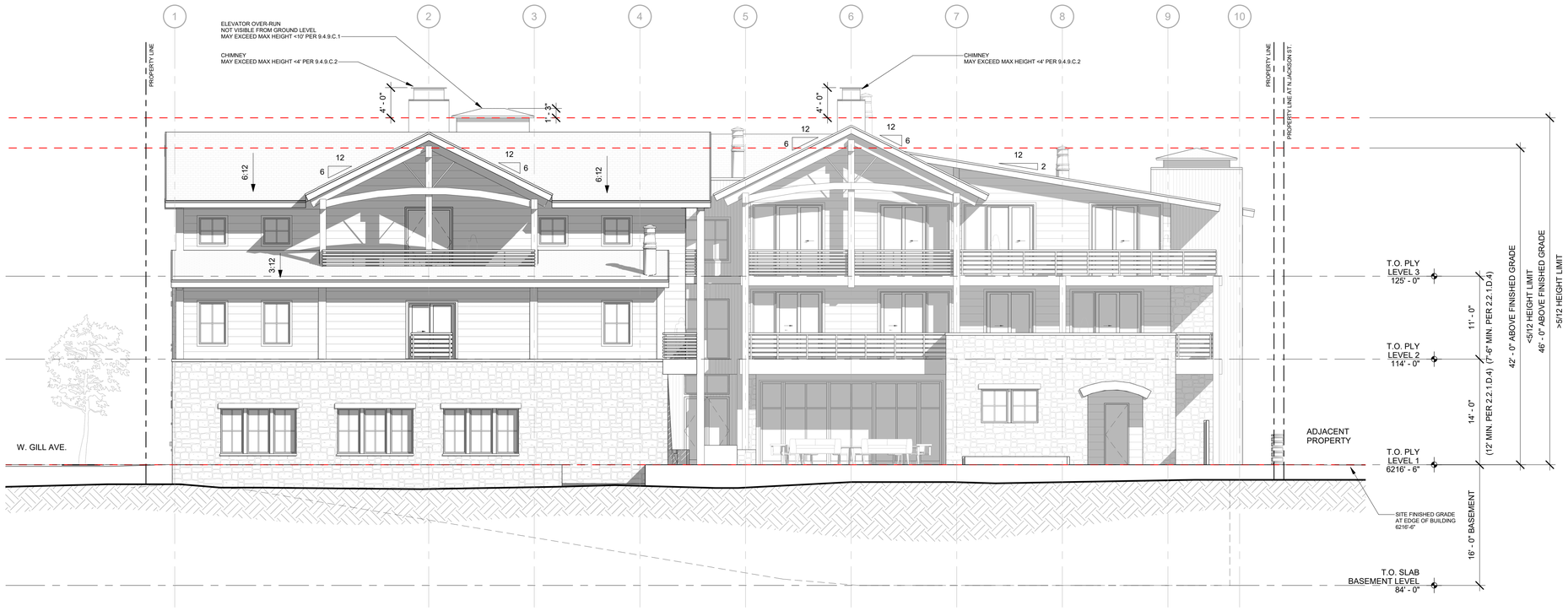

1
A4.3_A

WEST ELEVATION - TOJ COMPLIANCE

SCALE: 1/8" = 1'-0"

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1
A4.4

SOUTH ELEVATION - INTERIOR COURTYARD

SCALE: 1/8" = 1'-0"

FINISH LIST - EXTERIOR

MARK	NUMBER	MANUFACTURER	COLOR/FINISH	PATTERN/STYLE	SIZE	CONTACT	APPROX. LEAD TIME	NOTES
METAL								
MTL	01	BERRIDGE OR SIM.	DARK BRONZE / ZINC TONE		VARIES			
MTL	02	TBD	DARK BRONZE / ZINC TONE	METAL SHINGLE TBD	TBD			
STONE								
ST	01	TBD	DRY STACK	TBD	VARIES W/ LARGEST STONES AT BASE			
WOOD								
WD	01	MONTANA TIMBER PRODUCTS OR SIM.	WEATHERED STAIN	HORIZONTAL SIDING	12" BOARD			
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SOUTH ELEVATION - TOJ COMPLIANCE

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SCALE: 1/8" = 1'-0"

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JACKSON, WY

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GILL AVENUE APPROACH

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RUSTY PARROT LODGE

1 MAY 2020

N. JACKSON STREET AND GILL AVENUE CORNER

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RUSTY PARROT LODGE

1 MAY 2020

GILL AVENUE PARKING ENTRANCE

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RUSTY PARROT LODGE

1 MAY 2020

COURTYARD

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1 MAY 2020

N. JACKSON STREET PEDESTRIAN

Note: These images and images contained herein are an artist's representation intended for visualization only and may not depict all conditions accurately. Refer to drawings for accurate design.

GEOTECHNICAL INVESTIGATION REPORT

RUSTY PARROT LODGE

Prepared by:
Y2 Consultants, LLC
Zia Yasrobi, PE

Prepared for:
Harrison Hospitality Properties
175 North Jackson Street
Jackson, Wyoming

April 3, 2020

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BOREHOLE LOGS

GEOTECHNICAL LABORATORY TEST RESULTS

PHOTOS

GROUNDWATER MONITORING

INTRODUCTION

SITE DESCRIPTION

The subject property is located at 175 North Jackson Street, Jackson, Wyoming (Appendix Figure 1), in the southwest corner of the North Jackson Street and West Gill Avenue intersection. At the time of the investigation the Rusty Parrot Lodge building, recently damaged by fire, was in the process of being demolished.

PROPOSED DEVELOPMENT

The proposed development includes construction of a new multi-story hotel building with one underground parking garage for which the footprint generally spans the entire site (Appendix Figure 2; garage level not shown).

SCOPE OF SERVICES

Y2 Consultants LLC (Y2) performed a geotechnical investigation at the subject site to provide geotechnical engineering recommendations for the proposed development. The results of this investigation are included in this report along with recommendations for foundation, slab-on-grade, excavation and pavement construction.

Scope of services for this work included a review of published geology, seismic, and soils information for the project site, advancing and logging four (4) exploratory boreholes, and performing laboratory analyses to provide geotechnical engineering recommendations for the proposed development. Two (2) of those boreholes were equipped with monitoring wells to track groundwater level.

GEOLOGY

The geology of the subject property is found on the Geologic map of the Jackson Quadrangle, Teton County, Wyoming. An adapted version of this map is included in Appendix Figure 3. According to the map and other iterations of the map (1972, 2000, 2003), soils beneath the property are classified as Alluvium, Alluvial-fan deposits, and border Flood-plain deposits. These are further described on the map as follows:

Alluvium – Valley and stream deposits of gravel with lesser amounts of sand, silt, and clay. T-1. gravel and sand at and slightly above Snake River level. T-2. dashes mark outer boundary of terrace surface 10 to 15 (3-4.5 m) feet above Snake River. surface is gravel overlain by thin discontinuous deposits of sand and silt.

Alluvial-fan deposits – Water-laid gravel, sand, silt, and clay spreading out from mouths of ravines and canyons; show linear sorting along distributaries; finer-grained debris becomes progressively more abundant toward downstream margin of fan.

Flood-plain deposits – Sand, silt, clay, and minor lenses of gravel; lesser amount of gravel at surface distinguishes these deposits from alluvium along topographically lower stream valleys. T-3 marks outer boundary of terrace surface 15 to 25 feet above T-2 and 10 to 15 feet below T-4; 1 to 3 feet of fines above gravel. T-4 dashes mark outer boundary of broad alluvial surface 30 to 40 feet above Snake River, has 2 to 4 feet of fines above gravel.

Seismicity And Geologic Hazards

Teton County is located within the Intermountain Seismic Belt (ISB), a zone of seismicity extending south to Arizona and north into Montana. The subject property is located approximately 200 feet north of a segment of the Cache Creek thrust fault, 1,000 feet east of an unnamed normal fault, and 3,700 feet north of another segment of the Cache Creek thrust fault. The Jackson thrust fault is located approximately 4500ft south of the property (Appendix Figure 3).

According to the Wyoming Multi-Hazard Mitigation Plan, the Teton Fault and other Quaternary faults in northwestern Wyoming are considered capable of generating magnitude 7.0 to 7.5 earthquakes (Wyoming Office of Homeland Security 2016-2021). Strong ground motion at the project site can be expected if a sizeable earthquake occurs along the Teton Fault or other regional faults. Seismic design criteria, provided by the USGS, are shown in Figure 4 of this report.

Loose saturated sands and silts may liquify when exposed to seismic shaking. Evaluation of the potential for liquefaction during a large magnitude earthquake is beyond the scope of the investigation for this site.

The site is located approximately 1,800 ft from the nearest landslide area as shown in the Appendix Figure 5.

Site Investigation

Field Investigation

On February 26th and 27th, 2020, Y2 conducted a subsurface investigation at the site which included drilling and sampling of four (4) boreholes to a depth of about 31.5 ft below grade. Boreholes were located within the footprint of the proposed building and underground parking to identify the stratigraphy of the site. The locations of the boreholes are shown on Figure 6 in the Appendix.

The boreholes were drilled by a subcontractor retained by Y2 using a truck mounted drill rig with hollow stem augers and were sampled with conventional split barrel samplers when the Standard Penetration Test (SPT) was carried out (ASTM D1586). A Professional Geotechnical Engineer from Y2 supervised the work and logged the boreholes. Soils were classified in the field, logged, and sampled by the geotechnical field crew. Soil classifications, moisture conditions, and presence of organic or other notable features were recorded in the field logs.

Samples were taken from the boreholes for further geotechnical laboratory testing at Y2. The geotechnical laboratory testing consisted of water content determination, sieve, and hydrometer analysis tests on selected soil samples. Test results for individual samples are labeled on the Borehole Logs at respective sampling depths. The results from the geotechnical lab testing are enclosed in the Appendix.

Groundwater levels were measured in the open boreholes upon completion of drilling. Monitoring wells consisting of 2 inch diameter PVC tubing were installed in all boreholes for ground water level monitoring. Ground water levels were measured in the wells at the time of drilling and at intervals thereafter. The results of the ground water level monitoring are summarized in the following sections and provided in the Appendix.

Observed Soils

The boreholes encountered a surficial layer of topsoil/paver stones/concrete at the ground surface underlain by a sand and gravel. Underlying the sand and gravel, a layer of sandy silt till with trace amounts of clay and gravel was encountered below 25 ft depth in Boreholes 1 and 3, located at the easterly portion of the site. Intermittent layers of silty sand/silt/sand were encountered from 20 to 30 ft depth in Boreholes 2 and 4 located at the westerly portion of the site.

The sand and gravel deposit were generally loose to compact, above, and dense to very dense, below a depth of 5 ft, while the sandy silt till and silty sand/silt/sand deposits were compact to very dense (generally compact) in relative density.

Groundwater

The groundwater levels were measured in the boreholes upon completion and in the monitoring wells installed in the boreholes at intervals thereafter. The following table summarizes the results of groundwater level monitoring to date.

Table 1. Groundwater Level Monitoring Results

Borehole No.	**Groundwater Depth/Elevation(ft)**	
	Upon Completion of Drilling	April 2nd, 2020
BH 1	24	N/A
BH 2	21 / 6192.9	17.2 / 6196.7
BH 3	24	N/A
BH 4	25 / 6189.6	18.6 / 6196.2

Geotechnical Recommendations

Foundation

Based on the information provided by the client, we understand that the proposed building will have one level of underground parking garage. The proposed foundations would be at about 16-18 ft below grade according to the conceptual plans.

The soils encountered in the boreholes below 10 ft are suitable to support the proposed building foundations. The topsoil and loose material are not suitable to provide support for the proposed foundations. The topsoil, vegetation, and loose materials should be removed from the construction area. The unsuitable materials in the building foundation area should be excavated to the underlying layer of dense to very dense sand and gravel prior to placement of foundations.

The foundations should be at least two feet above seasonally high groundwater level and footings below the frost depth of 36-inches. Accurate, seasonal high depth-to-groundwater should be determined prior to construction. At the time of the investigation and preparation of this report, groundwater has not yet reached levels that would impact construction at this site.

Based on the results of boreholes, the underlying dense to very dense layer of sand and gravel is competent to support conventional spread footings for the proposed building. The footings can be designed on the underlying dense to very dense sand and gravel layer with a bearing pressure of 6,000 pounds per square foot (psf) at 10 ft, and a bearing

pressure of 4,000 pounds per square foot (psf) at the founding level of 20 ft below grade. The recommended soil bearing pressure assumes a minimum footing depth of 36 inches and a maximum total settlement of 0.5 inches for individual footing and 0.3 inches for differential settlement between the footings.

The above analyses assume a maximum width of 2 feet for continuous footings and a maximum dimension of 4 feet for isolated footings. Construction of large footing sizes can lead to increased settlement as the bearing pressure bulb can extend deeper into the soil profile resulting in larger settlement than specified.

Any excessively loose material or soft spots encountered in the footing subgrade will require sub-excavation to the level of underlying competent soil and backfilling with structural fill placed in layers with a maximum thickness of 8 inches, compacted to 98% of maximum density per ASTM D698 (Standard Proctor). The compaction and testing should be carried out under the supervision of Y2.

Structural fill should meet the gradation specifications defined in Table 2. Structural fill material should be clean sand and gravel free of topsoil, organic debris such as roots or brush, with all material greater than 6-inches removed.

Table 2. Structural Fill Specifications

Sieve	% Passing
6-inch greater	Removed
5-inch	90 to 100
3/4-inch	60
No. 200	0 to 5

Bearing capacity values and settlement shall be checked for each combination of load to determine whether settlement or bearing capacity will control the response of the footing. Foundation elements supporting large concentrated loads should be analyzed on an individual basis to determine settlement and bearing characteristics.

The sand and gravel layer contain large size particles that should not bear directly against the footings and foundation walls. Oversize material, such as large cobble greater than 6 inches in diameter, should not be used as backfill against footings or foundation walls.

A waterproof barrier should be installed on the exterior surface of the foundation wall between the foundation wall and backfill and should extend from above grade to the bottom of the footer. The waterproof barrier should be either liquid-applied (roll or spray) or a sheet membrane. Prior to installing the waterproof barrier any holes, spalling, or recesses in the concrete wall resulting from removal of the forms should be filled using an appropriate cement surface sealant. See Table 3 for waterproof barrier specification, and Appendix Figure 7 for an illustration of foundation installation.

Slab-On-Grade Construction

For slab-on-grade construction loose materials including topsoil should be removed to the level of underlying sand and gravel deposit. Thickened edge slab should be at least two feet above seasonal high groundwater and native soils compacted to 95% of maximum density per ASTM D698 (Standard Proctor). A moisture barrier should be installed above the compacted native material finished by placing 6 to 8 inches of angular fill material, such as ¾ inch minus crush base (Table 3). Rebar or wire mesh may be installed and will be designed by a structural engineer during the structural design phase of the project.

Table 3. Slab-on-Grade Construction

Material	Thickness (in inches)
Concrete Slab	4
Angular Course - ¾ inch Minus Crush Base Material	6 to 8
Waterproofing Barrier	10 mil Polypropylene or approved equal
Vapor Barrier (interior slabs)	15 mil Stegowrap, or approved equal
Vapor Retarder (exterior slabs, eg: garage)	10 mil Stegowrap, or approved equal
Compacted Fill	To meet finished grade

Pavement

The sand and gravel deposit are considered suitable subgrade for the proposed access road. The topsoil and loose materials should be removed from the footprint of the proposed access road. Structural fill should be placed in maximum 8-inch layers, compacted to 95% of maximum density per ASTM D698 (Standard Proctor) below the granular base of the access road to meet the finished grade. Four inches of compacted, ¾ inch Minus Crush Base material shall overlay the structural fill. A minimum of 3 inches of asphalt surface is recommended if the access driveway is paved (Table 4).

Table 4. Driveway Specifications

Access Driveway Components	Thickness (in inches)
Asphalt Surface (optional)	3
¾ inch Minus Crush Base Material	4
Structural Fill	As necessary to reach finished grade
Compacted Native Soil	Not required
Geotextile	Not required

Surface Drainage

Proposed grades should provide positive drainage away from structures. General recommendations are 5% for 10 feet or 10% for 5 feet. It is the responsibility of the civil engineer or other qualified professional to provide an appropriate grading plan that ensure protection of structures from excessive moisture.

Lateral Earth Pressure

Structural fill or native sand and gravel may be used as back fill material for foundation walls. Large cobbles and large angular boulders, greater than 6 inches in diameter, should not be used as backfill against footings and foundations walls.

Lateral earth pressure parameters were calculated using Rankine and Jaky's theory with the assumption that the foundations are above groundwater elevation. Results are depicted in Table 5, assuming a horizontal backfill behind the wall:

Table 5. Lateral Earth Pressures

Backfill Material	Unit Weight (pcf)	Earth Pressure Coefficients		
		K_o	K_a	K_p
Structural Fill	130	0.50	0.33	3.00
Silty Sand/Silt/Sand/Till	130	0.47	0.31	3.25
Loose to Compact Sand and Gravel	140	0.44	0.28	3.54
Dense to very Dense Sand and Gravel	140	0.41	0.26	3.85

Excavation And Shoring

Excavations for retaining walls and foundations shall conform to applicable OSHA and State of Wyoming safety standards. Excavations shall be laid back to safe slopes or properly shored. Excavations and shoring operations shall be conducted in accordance with the most recent versions of the OSHA Construction Standards for Excavations, Part 1926, Subpart P and Wyoming Public Works Standard Specifications. If site conditions observed during the excavation stage of construction are different than those detailed in this report, the structural design may need to be adjusted. A Professional Geologist and/or Structural Engineer from Y2 should observe the site conditions after the unsuitable material is excavated and before the imported fill is placed and compacted to ensure that site conditions have not changed and to verify bearing soils. More information on applicable shoring can be found in the OSHA Excavations: Hazard Recognition in Trenching and Shoring Technical Manual Section VL Chapter 2.

Dewatering

As described above, groundwater elevation has not yet reached the level of the proposed footers. However, as the weather warms, and Spring runoff develops, the groundwater level may continue to rise. The contractor should be prepared for potential excavation dewatering depending on the time of year foundation construction takes place. Should the groundwater level rise to within 2 feet of the bottom of footings appropriate long-term dewatering measures will need to be developed.

Compaction

Structural fill shall be placed in layers of not more than 8 inches in thickness. Each layer of structural fill should be moisture conditioned to within 2% of optimum moisture content and compacted to a minimum density of 95% of the maximum dry density as determined by ASTM Designation D 698. The maximum density of material containing more than 30% oversize (greater than ¾" diameter) cannot be determined by use of the ASTM Designation D 698. In this case, a field maximum density may be determined by a test strip method. The material shall be compacted at or near optimum moisture content and a field density test shall be taken after each pass of the compaction equipment. This sequence shall continue until the maximum field density is achieved. This maximum field density shall be used for subsequent field compaction tests. Enough density tests should be taken to monitor proper compaction.

Other Considerations

- Topsoil should be stripped and stockpiled for future use.
- Final grade, slopes and landscaping should be sloped away from foundation areas. Site drainage recommendations should be provided by a Civil Engineer. Trees should be kept away from foundation and other structural elements.

- Y2 should be retained to provide comment on final plans and specifications to ensure the geotechnical recommendations in this report are enough.
- Foundation recommendations were made assuming the removal of unsuitable material and replacement with structural fill material.
- The Scope of Services was for geotechnical information only and does not address any environmental or biological issues on the subject property.

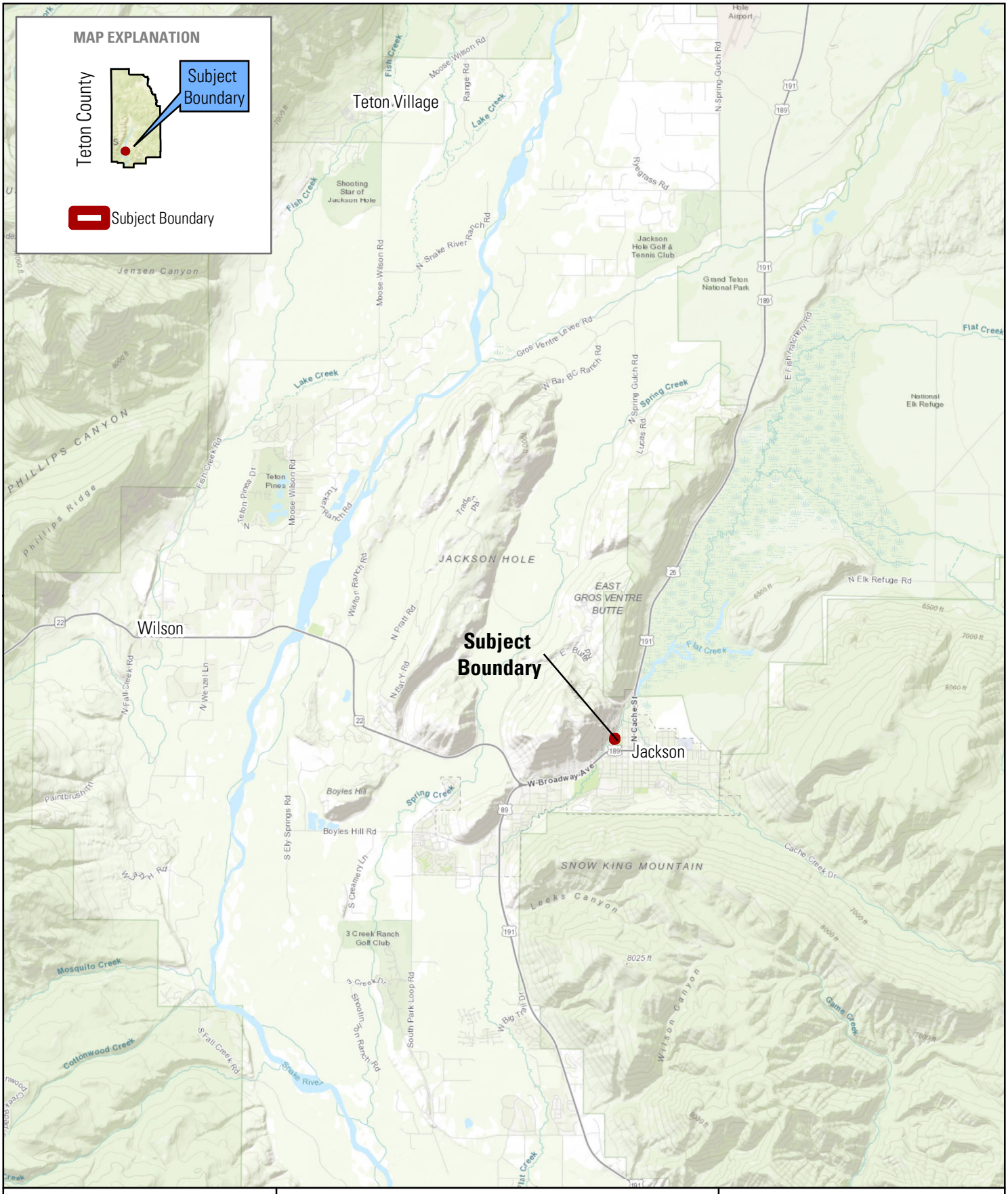
CONCLUSIONS

Based on the results of geotechnical investigation, we are of the opinion that the subsurface condition at the site is suitable for the proposed development provided that the recommendations and instructions provided in this report be followed.

LIMITATIONS

The geotechnical recommendations in this report are based on limited subsurface investigation and review of published literature. Subsurface conditions vary, and the possibility exists that unfavorable conditions exist on the property that were not identified during this limited investigation. Findings in this report are limited to data collected onsite and do not account for fill zones, and variability in soils throughout the property. Recommendations in this report are based on general engineering properties of soils and conditions observed onsite. Y2 Consultants should be retained to observe actual subsurface conditions during excavation activities to provide additional recommendations as needed.

The information and recommendations contained in this report are specific to the defined subject property. This report is for the sole use of Harrison Hospitality Properties (the "Client"), LLC and Y2 Consultants, LLC; no other use is authorized without written permission from Y2 Consultants, LLC.



Vicinity Map

Geotechnical Investigation Report
Harrison Hospitality Properties
175 North Jackson Street
Jackson, Wyoming

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307.733.2999

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N

1 inch = 40 feet

Feet

0 15 30 60

Proposed Development

Geotechnical Investigation Report
Harrison Hospitality Properties
175 North Jackson Street
Jackson, Wyoming

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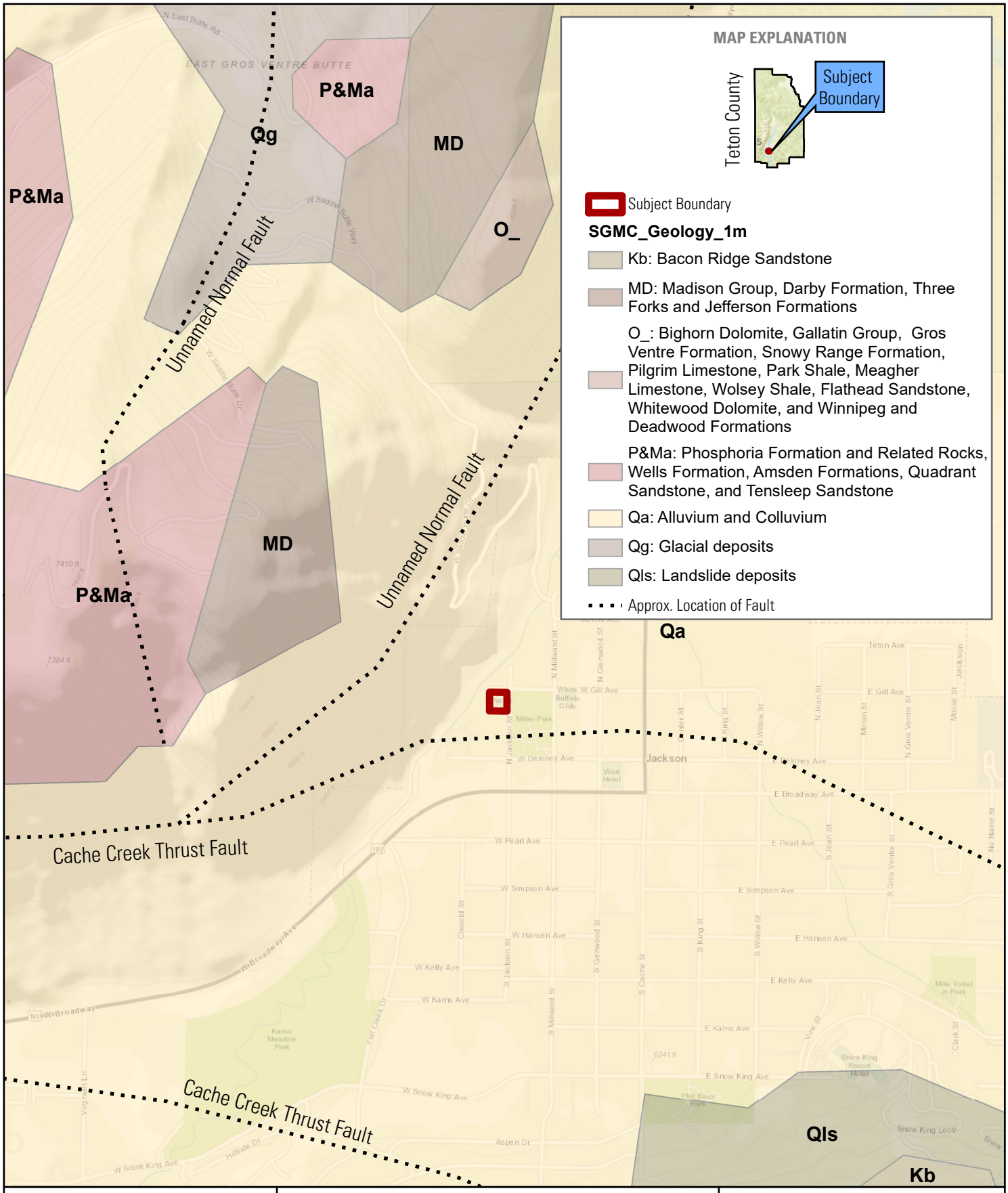

N

1 inch = 1,042 feet

0 260 520 1,040 Feet

Geologic Map

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Harrison Hospitality Properties
175 North Jackson Street
Jackson, Wyoming

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ASCE 7 Hazards Report

Address:
No Address at This Location

Standard: ASCE/SEI 7-16
Risk Category: IV
Soil Class: D - Default (see Section 11.4.3)

Elevation: 6209.06 ft (NAVD 88)
Latitude: 43.481659
Longitude: -110.766722

Seismic

Site Soil Class: D - Default (see Section 11.4.3)

Results:

S_S :	1.039	S_{D1} :	N/A
S_1 :	0.343	T_L :	8
F_a :	1.2	PGA :	0.461
F_v :	N/A	PGA_M :	0.553
S_{MS} :	1.246	F_{PGA} :	1.2
S_{M1} :	N/A	I_e :	1.5
S_{DS} :	0.831	C_v :	1.308

Ground motion hazard analysis may be required. See ASCE/SEI 7-16 Section 11.4.8.

Data Accessed: Thu Mar 12 2020

Date Source: USGS Seismic Design Maps

N

1 inch = 40 feet

Feet

0 15 30 60

Test Pit Location Map

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Harrison Hospitality Properties
175 North Jackson Street
Jackson, Wyoming

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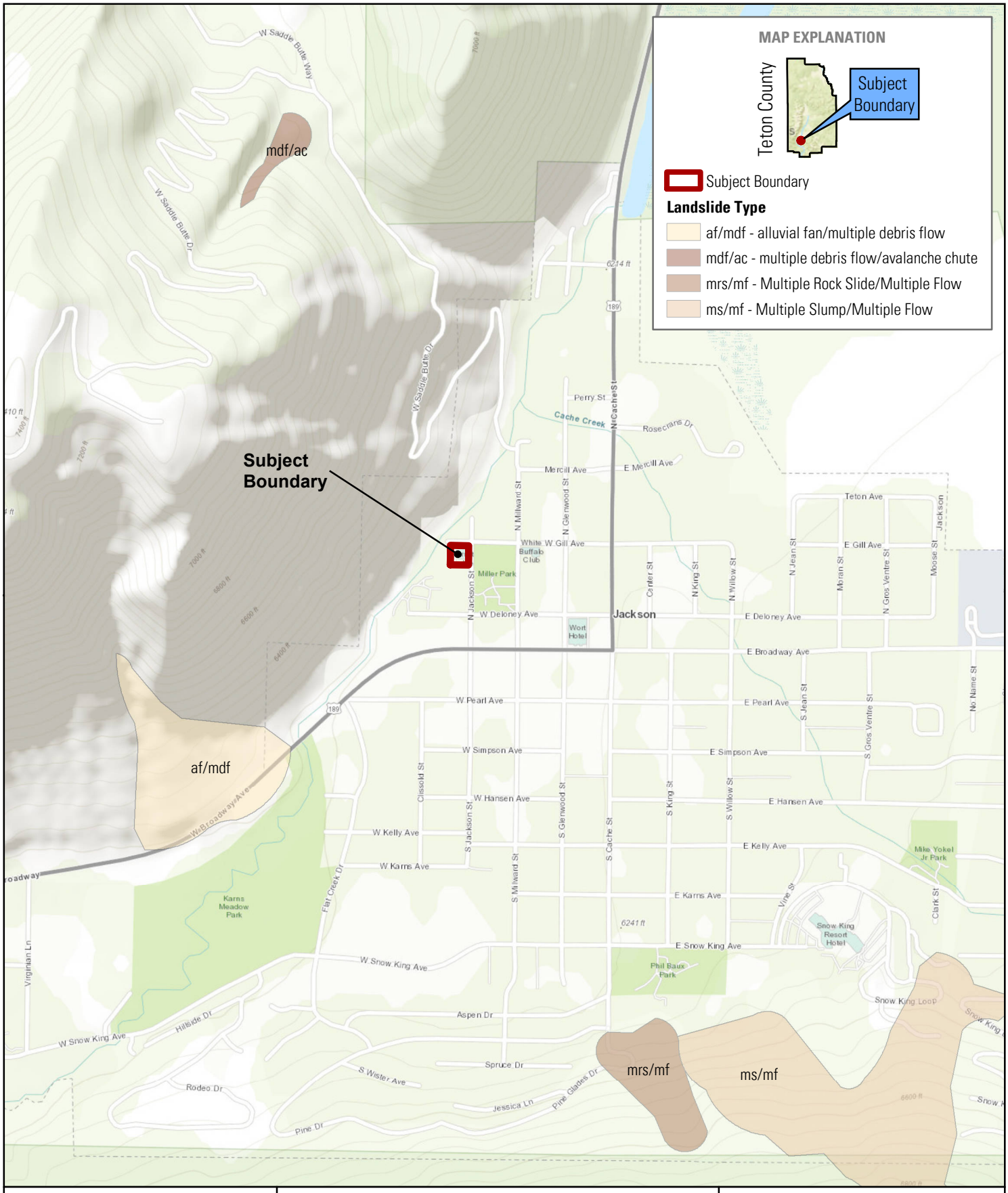

N

1 inch = 1,000 feet

Feet

0 300 600 1,200

Landslide Map

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Harrison Hospitality Properties
175 North Jackson Street
Jackson, Wyoming

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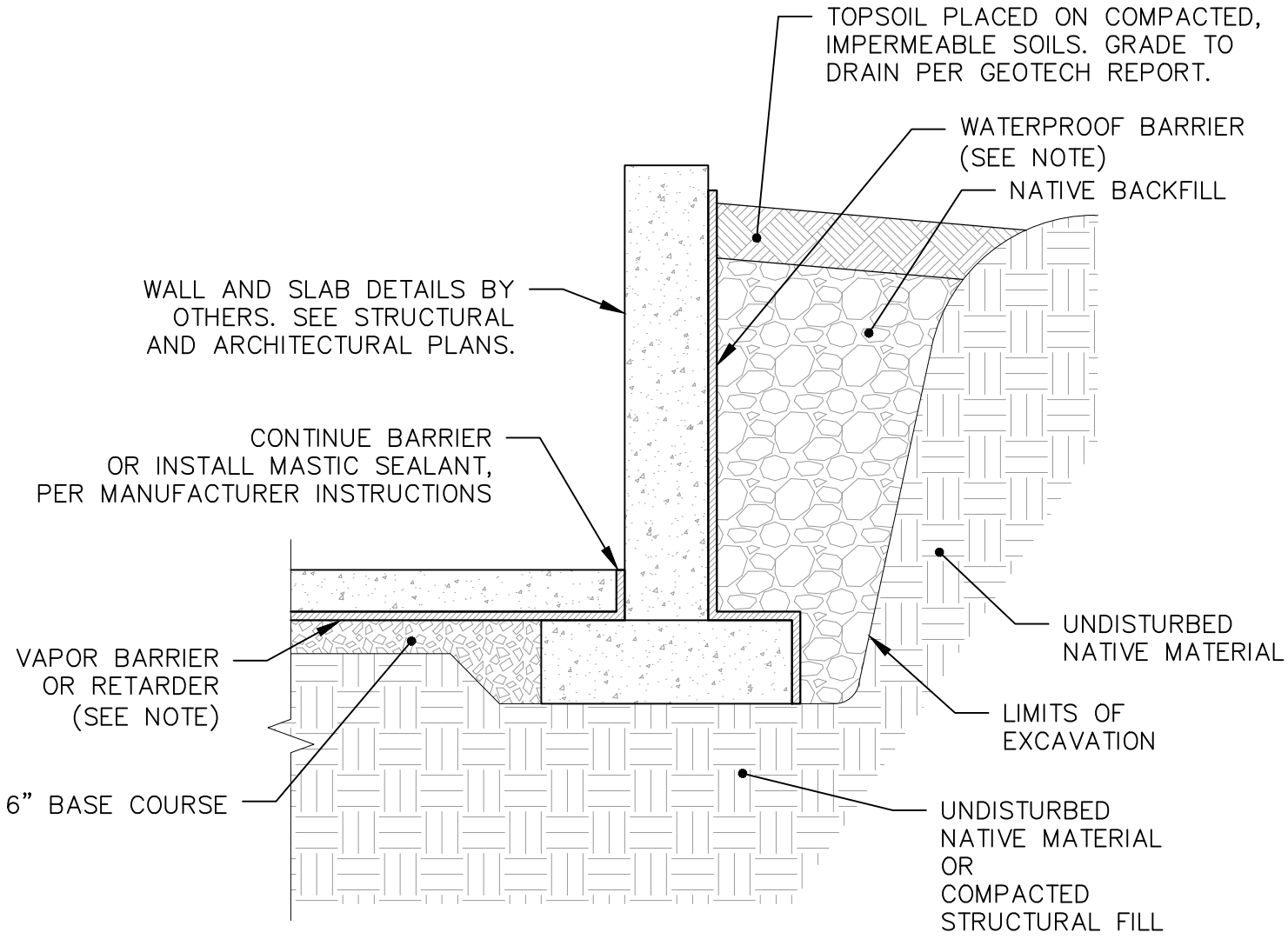
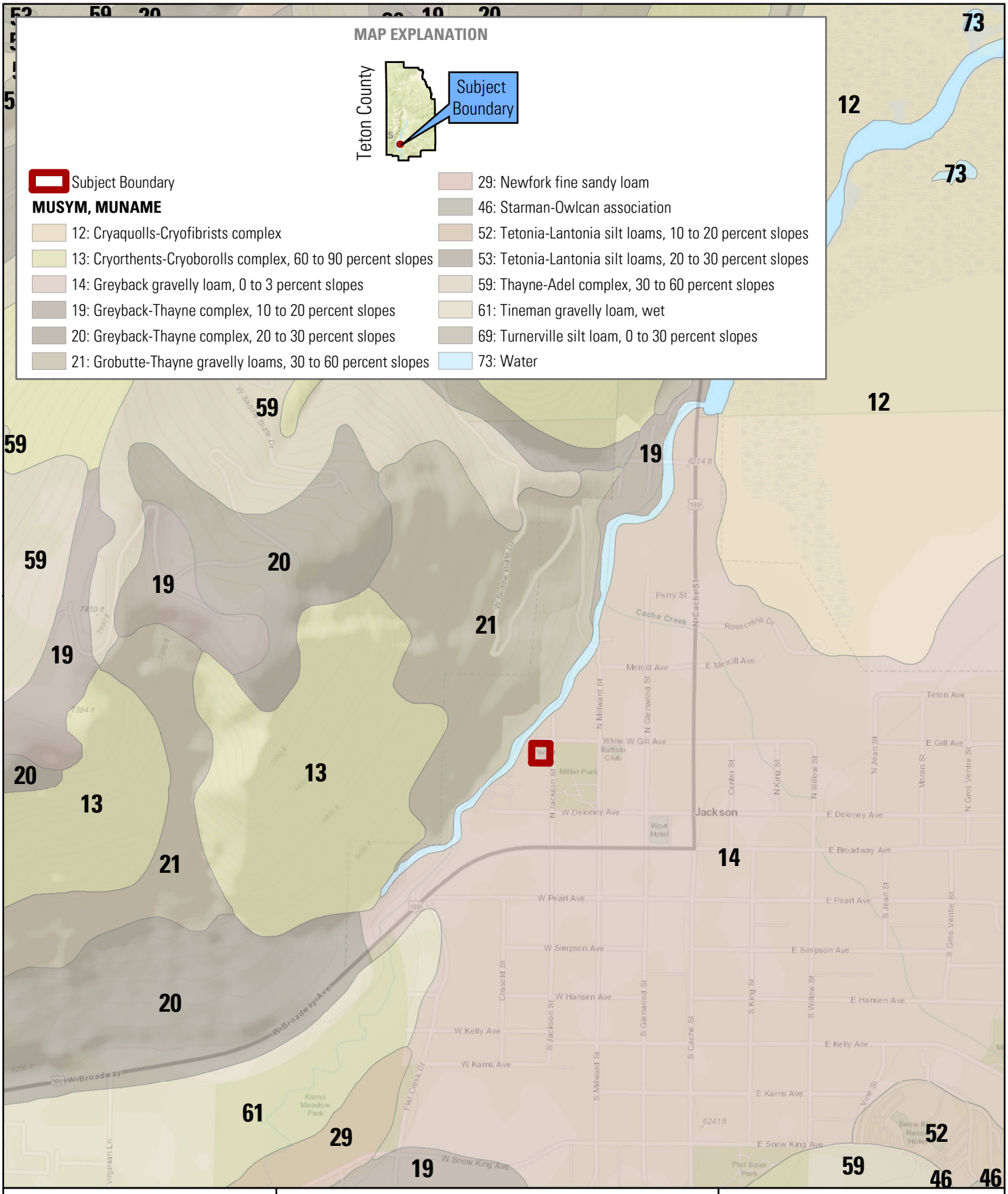


NOTES:

1. INSULATION NOT SHOWN, SEE ARCHITECTURAL PLANS FOR REQUIREMENTS.
2. FOUNDATION WALL EXTERIOR WATERPROOF BARRIER CAN BE ROLL–ON OR SHEET MEMBRANE. SEE GEOTECH REPORT FOR ADDITIONAL SPECIFICATIONS.
3. FOR INTERIOR SLABS USE VAPOR BARRIER. FOR EXTERIOR SLABS (EG. GARAGE) USE VAPOR RETARDER. SEE GEOTECH REPORT FOR ADDITIONAL SPECIFICATIONS.

FOUNDATION DETAIL	*PLOT DATE:*	*SET TITLE:*		*REVIEWED BY:*	*DRAWN BY:*	Y2 CONSULTANTS
SHEET: G1.1	*TITLE* / *DATE*		136			
	JOB NO:					



N

1 inch = 1,000 feet

Feet

0 250 500 1,000

Soils Map

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Harrison Hospitality Properties
175 North Jackson Street
Jackson, Wyoming

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Boring Number		BH-1	Drilling Contrator	IME - Truck	Date	2/26/2020
Time Start		11:00am	Drilling Method	HAS	Project No	19352
Time Finished		1:30pm	Backfill material	Cuttings	Water depth at drilling	24'
Page 1 of		2	Total Depth	30'	Static Water Level	-
Depth in Feet	**Sample Type**	**Sample No.**	**Blows per 6 IN.**	**N-value**	**Sample Description**	**Notes**
			13			4" paver stone
1			11			
	SS1		9	20	Sand and gravel	
2						
3			6			
			4			
4	SS2		4	8	Moist sand and gravel	
5						
			50/5"			
6			-			
	SS3		-	50/5"	Sand and gravel, pieces of boulder	Spoon bouncing
7						
8			23			
			40			
9	SS4		50/2"	90/8"	Sand and gravel	
10						Auger grinding
			48			
11			50/5"			
	SS5		-	50/5"	Sand and gravel	
12						
13						
14						
15						
			4			
16			11			
	SS6		50/5"	66/11"	Sand, some gravel, top 2" sand and gravel	
17						
18						
19						
20						

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Boring Number		BH-1	Drilling Contrator	IME - Truck	Date	2/26/2020
Time Start		11:00am	Drilling Method	HAS	Project No	19352
Time Finished		1:30pm	Backfill material	Cuttings	Water depth at drilling	24'
Page 2 of		2	Total Depth	30'	Static Water Level	-
Depth in Feet	**Sample Type**	**Sample No.**	**Blows per 6 IN.**	**N-value**	**Sample Description**	**Notes**
20			47			Auger grinding
			50/3"			
21.5'	SS7		-	50/3"	Sand and gravel	
						Groundwater @24'
25			5			
			10			
26.5	SS8		14	24	Sandy silt till, tr gravel, compact, gray, moist	
30			18			
			22			
31.5	SS9		45	67	Sandy silt till, tr gravel, compact, gray, moist	
35						

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Boring Number		BH-2	Drilling Contrator	IME - Truck	Date	2/26/2020
Time Start		11:00am	Drilling Method	HAS	Project No	19352
Time Finished		1:30pm	Backfill material	Cuttings	Water depth at drilling	21'
Page 1 of		2	Total Depth	30'	Static Water Level	-
Depth in Feet	**Sample Type**	**Sample No.**	**Blows per 6 IN.**	**N-value**	**Sample Description**	**Notes**
			24			6" asphalt
1			15		Fill	
	SS1		13	28	Sand and gravel	
2						
3			6			
			8			
4	SS2		7	15	Sand and gravel	
5						Auger grinding
			3			
6			3			
	SS3		5	8	Gravel and sand	
7						
8			11			
			20			
9	SS4		27	47	Sand and gravel	
10						Auger grinding
			9			
11			27			
	SS5		36	63	Sand and gravel	
12						
13						
14						
15						
			41			Auger grinding
16			50/5"			
	SS6		-	50/5"	Sand and gravel	
17						
18						
19						
20						

Y2 CONSULTANTS

Boring Number		BH-2	Drilling Contrator	IME - Truck	Date	2/26/2020
Time Start		11:00am	Drilling Method	HAS	Project No	19352
Time Finished		1:30pm	Backfill material	Cuttings	Water depth at drilling	21'
Page 2 of		2	Total Depth	30'	Static Water Level	-
Depth in Feet	**Sample Type**	**Sample No.**	**Blows per 6 IN.**	**N-value**	**Sample Description**	**Notes**
20			23			Auger grinding
			20			Groundwater @21'
21.5'	SS7		9	29	Silty sand, tr clay, tr gravel, till, wet	
25			3			
			7			
26.5	SS8		17	24	Silt, tr clay, tr gravel, wet, cohesive	
30			20			
			30			
31.5	SS9		24	54	Sand and gravel, tr silt, wet	
35						

Boring Number		BH-3	Drilling Contrator	IME - Truck	Date	2/26/2020
Time Start		8:00am	Drilling Method	HAS	Project No	19352
Time Finished		1:00pm	Backfill material	Cuttings	Water depth at drilling	24'
Page 1 of		2	Total Depth	30'	Static Water Level	-
Depth in Feet	**Sample Type**	**Sample No.**	**Blows per 6 IN.**	**N-value**	**Sample Description**	**Notes**
			18			3" conc and surface
1			39		Fill	
	SS1		12	51	Sand and gravel	
2						
3			4			
			3			
4	SS2		4	7	Sandy silt	
5						
			9			
6			13			
	SS3		36	49	Sand and gravel	
7						
						Auger grinding
8			13			
			24			
9	SS4		28	52	Sand and gravel	
10						
			7			
11			15			
	SS5		22	37	Sand and gravel	
12						
13						
14						
15						
			13			
16			50/5"			
	SS6		-	50/5"	Sand and gravel	
17						
18						
19						
20						

Y2 CONSULTANTS

Boring Number		BH-3	Drilling Contrator	IME - Truck	Date	2/26/2020
Time Start		8:00am	Drilling Method	HAS	Project No	19352
Time Finished		1:00pm	Backfill material	Cuttings	Water depth at drilling	24'
Page 2 of		2	Total Depth	30'	Static Water Level	-
Depth in Feet	**Sample Type**	**Sample No.**	**Blows per 6 IN.**	**N-value**	**Sample Description**	**Notes**
20			24			Auger grinding
			50/4"			
21.5'	SS7		-	50/4"	Sand and gravel, some silt, wet	
						Auger grinding
						Groundwater @24'
25			5			
			6			
26.5	SS8		9	15	Sandy silt till, tr gravel, tr clay, compact, gray, wet	
30			6			Auger grinding
			27		9A - As above	
31.5	SS9		50/4"	77/10"	9B - sand and gravel	
35						

Boring Number		BH-4	Drilling Contrator	IME - Truck	Date	2/26/2020
Time Start		2:00pm	Drilling Method	HAS	Project No	19352
Time Finished		5:00pm	Backfill material	Cuttings	Water depth at drilling	25'
Page 1 of		2	Total Depth	30'	Static Water Level	19'
Depth in Feet	**Sample Type**	**Sample No.**	**Blows per 6 IN.**	**N-value**	**Sample Description**	**Notes**
			50/5"			3" asphalt
1			-			Granular base
	SS1		-	50/5"	Sand and gravel	
2						
3			14			Auger grinding
			20		2A - 12" Sandy silt till	
4	SS2		21	41	2B - 6" Sand and gravel	
5						
			10			
6			24			
	SS3		36	60	Sand and gravel	
7						
8			18			
			43			
9	SS4		32	75	Sand and gravel	
10						
			10			
11			23			
	SS5		20	43	Sand and gravel	
12						
13						
14						Auger grinding
15						
			27			
16			43			
	SS6		42	85	Sand and gravel	
17						
18						
19						
20						

Y2 CONSULTANTS

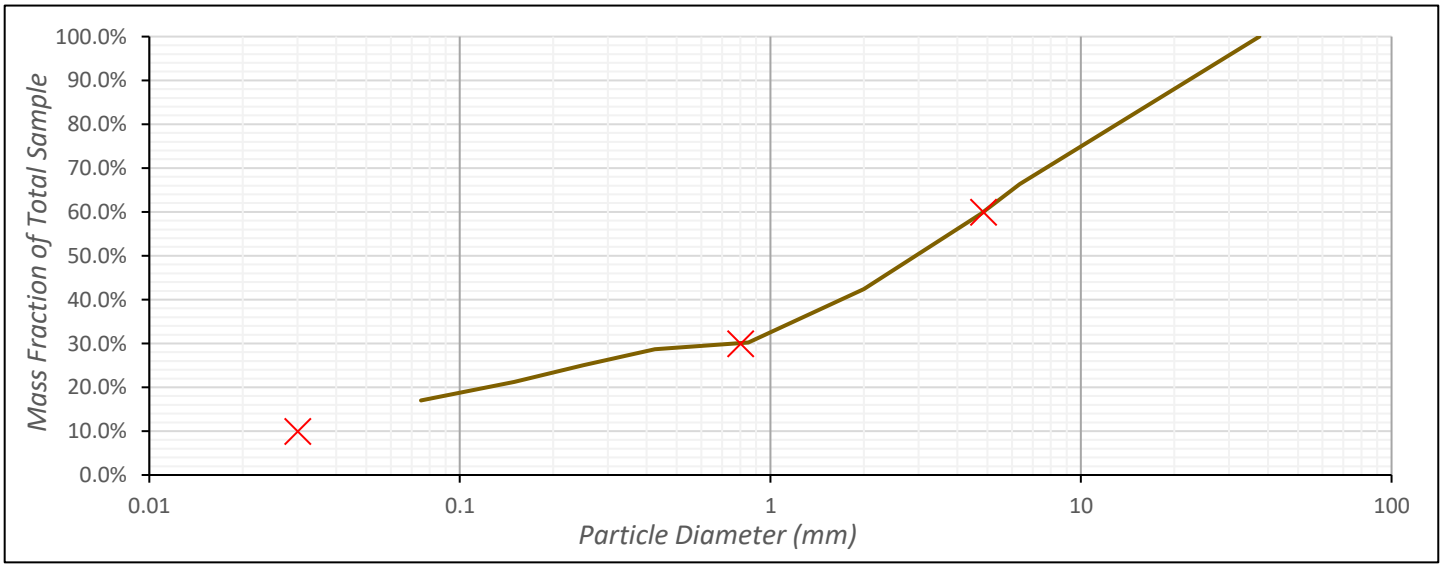
Boring Number		BH-4	Drilling Contrator	IME - Truck	Date	2/26/2020
Time Start		2:00pm	Drilling Method	HAS	Project No	19352
Time Finished		5:00pm	Backfill material	Cuttings	Water depth at drilling	25'
Page 2 of		2	Total Depth	30'	Static Water Level	19'
Depth in Feet	Sample Type	Sample No.	Blows per 6 IN.	N-value	Sample Description	Notes
20			25			Auger grinding
			50/5"			
21.5'	SS7		-	50/5"	Sand and gravel, wet	
25			20			Groundwater @25'
			15			
26.5	SS8		9	24	Sand and gravel, wet	
30			2			
			11			
31.5	SS9		30	41	Sand, tr gravel, tr silt	
35						

Y2 CONSULTANTS

Soil Analyses

(Sieve, Atterberg, Hydrometer & Moisture)

Project Number:	19352					
Sample Depth:	11.5		**Sample No:**	19352-BH1-SS5		
Sample Date:	2/26/2020		**Tested By:**	AK	**Checked By:**	
Sieve Number	**Diameter (mm)**	**Mass of Empty Sieve (g)**	**Mass of Sieve + Soil Retained (g)**	**Soil Retained (g)**	**Soil Retained (%)**	**Soil Passing (%)**
1 1/2"	37.5	0.0	0.0	0.0	0.0%	100.0%
1/4"	6.35	789.6	975.6	186.0	33.6%	66.4%
#4	4.75	509.8	547.9	38.1	6.9%	59.5%
#10	2	478.8	573.4	94.6	17.1%	42.4%
#20	0.85	636.1	703.2	67.1	12.1%	30.2%
#40	0.425	362.7	371.2	8.5	1.5%	28.7%
#60	0.25	554.8	575.0	20.2	3.7%	25.0%
#100	0.15	522.3	543.3	21.0	3.8%	21.2%
#200	0.075	320.6	344.0	23.4	4.2%	17.0%
Pan	0	372.6	374.6	2.0	0.4%	16.7%
			Washed Material	92.1	16.7%	
			Sum of Total Sample	553.0	100.0%	



Gravel Content	40.5%	**D_{10} (mm) =**	0.03	**Cu =**	161.67
Sand Content	42.5%	**D_{30} (mm) =**	0.80	**Cc =**	4.40
Fines Content	17.0%	**D_{60} (mm) =**	4.85		
Sample Classification	Silty Sand with Gravel			**Plastic Limit**	0.0%
Classification Abbreviation	SM			**Liquid Limit**	0.0%
Fine Classification	ML			**Plasticity Index**	0.0%

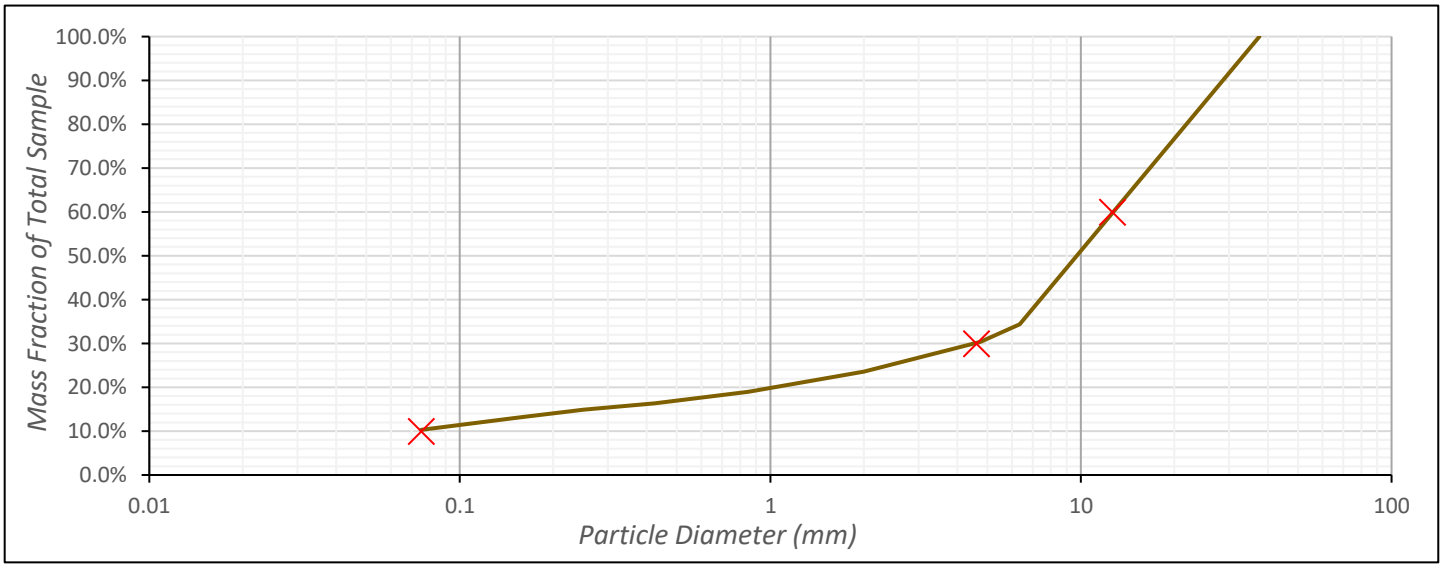
Moisture Content		
Mass of Container (g)	0.0	**Moisture Content**
Mass of Container + Wet Soil (g)	153.1	4%
Mass of Container + Dry Soil (g)	146.7	

Soil Analyses

(Sieve, Atterberg, Hydrometer & Moisture)

Project Number:	19352					
Sample Depth:	6.5		**Sample No:**	19352-BH2-SS3		
Sample Date:	2/26/2020		**Tested By:**	AK	**Checked By:**	

Sieve Number	Diameter (mm)	Mass of Empty Sieve (g)	Mass of Sieve + Soil Retained (g)	Soil Retained (g)	Soil Retained (%)	Soil Passing (%)
1 1/2"	37.5	0.0	0.0	0.0	0.0%	100.0%
1/4"	6.35	789.6	1014.8	225.2	65.6%	34.4%
#4	4.75	509.8	523.6	13.8	4.0%	30.3%
#10	2	478.8	502.0	23.2	6.8%	23.6%
#20	0.85	636.1	651.9	15.8	4.6%	19.0%
#40	0.425	362.7	371.7	9.0	2.6%	16.4%
#60	0.25	554.8	559.8	5.0	1.5%	14.9%
#100	0.15	522.3	528.9	6.6	1.9%	13.0%
#200	0.075	320.6	329.7	9.1	2.7%	10.3%
Pan	0	372.6	373.8	1.2	0.3%	10.0%
			Washed Material	34.2	10.0%	
			Sum of Total Sample	343.1	100.0%	

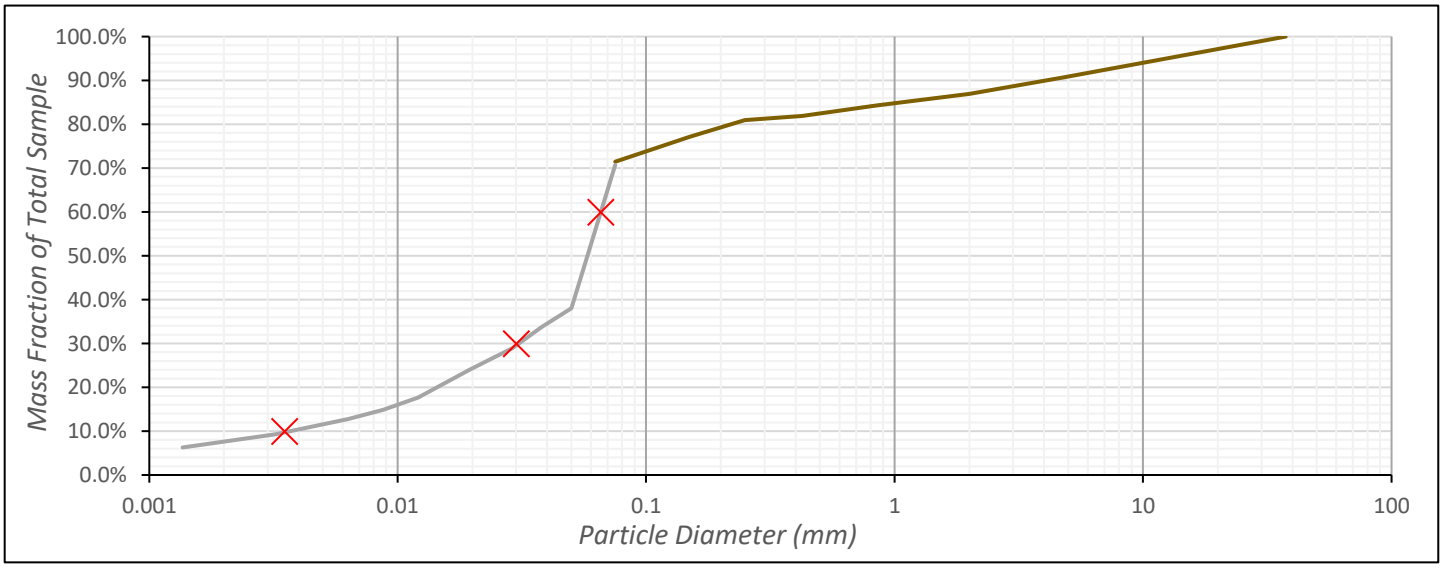


Gravel Content	69.7%	**D_{10} (mm) =**	0.08	**Cu =**	168.00
Sand Content	20.0%	**D_{30} (mm) =**	4.60	**Cc =**	22.39
Fines Content	10.3%	**D_{60} (mm) =**	12.60		
Sample Classification	Poorly-graded Gravel with Silt and Sand			**Plastic Limit**	0.0%
Classification Abbreviation	GP-GM			**Liquid Limit**	0.0%
Fine Classification	ML			**Plasticity Index**	0.0%

Moisture Content		
Mass of Container (g)	0.0	**Moisture Content**
Mass of Container + Wet Soil (g)	206.0	4%
Mass of Container + Dry Soil (g)	198.0	

Soil Analyses
(Sieve, Atterberg, Hydrometer & Moisture)

Project Number:	19352					
Sample Depth:	26.5		**Sample No:**	19352-BH3-SS8		
Sample Date:	2/26/2020		**Tested By:**	AK	**Checked By:**	
Sieve Number	**Diameter (mm)**	**Mass of Empty Sieve (g)**	**Mass of Sieve + Soil Retained (g)**	**Soil Retained (g)**	**Soil Retained (%)**	**Soil Passing (%)**
1 1/2"	37.5	0.0	0.0	0.0	0.0%	100.0%
1/4"	6.35	789.6	852.2	62.6	8.0%	92.0%
#4	4.75	509.8	520.3	10.5	1.3%	90.6%
#10	2	478.8	507.4	28.6	3.7%	87.0%
#20	0.85	636.1	657.1	21.0	2.7%	84.3%
#40	0.425	362.7	381.2	18.5	2.4%	81.9%
#60	0.25	554.8	562.0	7.2	0.9%	81.0%
#100	0.15	522.3	552.0	29.7	3.8%	77.2%
#200	0.075	320.6	364.5	43.9	5.6%	71.5%
Pan	0	372.6	378.5	5.9	0.8%	70.8%
			Washed Material	551.6	70.8%	
			Sum of Total Sample	779.5	100.0%	



Gravel Content	9.4%	**D_{10} (mm) =**	0.00	**Cu =**	18.71
Sand Content	19.1%	**D_{30} (mm) =**	0.03	**Cc =**	3.93
Fines Content	71.5%	**D_{60} (mm) =**	0.07		
Sample Classification	Silt with Sand			**Plastic Limit**	0.0%
Classification Abbreviation	ML			**Liquid Limit**	16.5%
Fine Classification	ML			**Plasticity Index**	0.0%

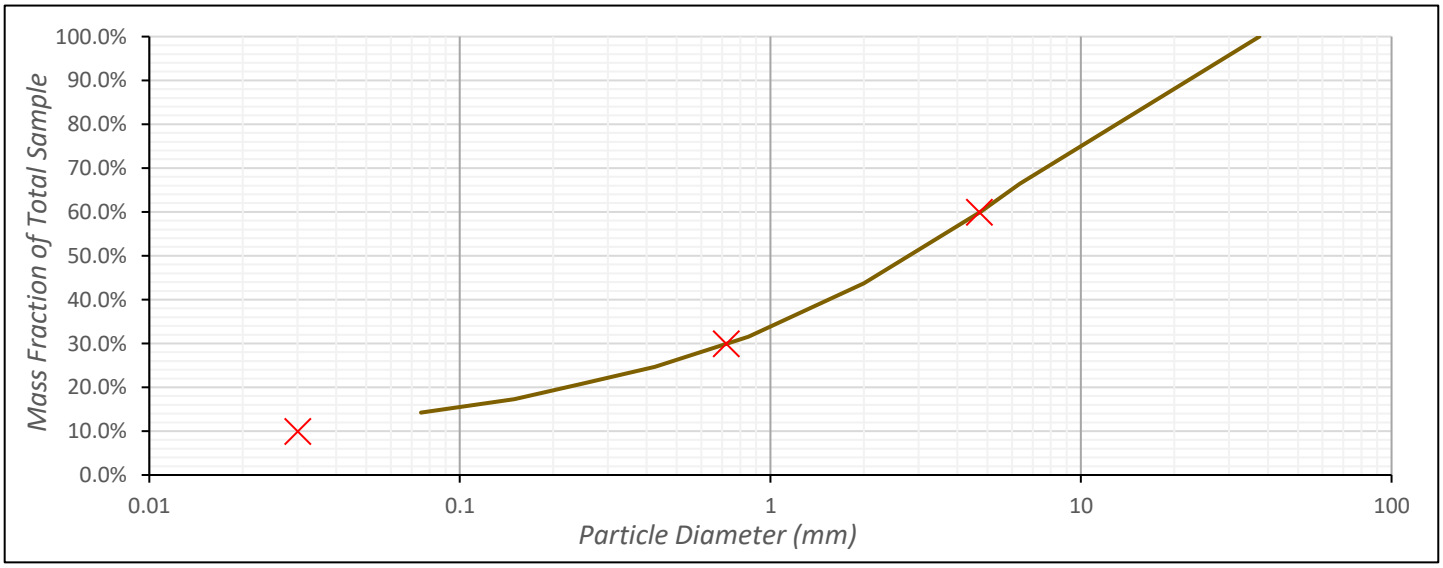
Moisture Content			
Mass of Container (g)	0.0	**Moisture Content**	
Mass of Container + Wet Soil (g)	311.5	25%	
Mass of Container + Dry Soil (g)	249.8		

Soil Analyses

(Sieve, Atterberg, Hydrometer & Moisture)

Project Number:	19352					
Sample Depth:	21.5		**Sample No:**	19352-BH4-337		
Sample Date:	2/26/2020		**Tested By:**	AK	**Checked By:**	

Sieve Number	Diameter (mm)	Mass of Empty Sieve (g)	Mass of Sieve + Soil Retained (g)	Soil Retained (g)	Soil Retained (%)	Soil Passing (%)
1 1/2"	37.5	0.0	0.0	0.0	0.0%	100.0%
1/4"	6.35	789.6	1003.9	214.3	33.6%	66.4%
#4	4.75	509.8	551.1	41.3	6.5%	60.0%
#10	2	478.8	582.6	103.8	16.3%	43.7%
#20	0.85	636.1	714.1	78.0	12.2%	31.5%
#40	0.425	362.7	406.4	43.7	6.8%	24.7%
#60	0.25	554.8	579.2	24.4	3.8%	20.8%
#100	0.15	522.3	544.8	22.5	3.5%	17.3%
#200	0.075	320.6	340.2	19.6	3.1%	14.2%
Pan	0	372.6	375.0	2.4	0.4%	13.9%
			Washed Material	88.6	13.9%	
			Sum of Total Sample	638.6	100.0%	



Gravel Content	40.0%	**D_{10} (mm) =**	0.03	**Cu =**	156.67
Sand Content	45.7%	**D_{30} (mm) =**	0.72	**Cc =**	3.68
Fines Content	14.2%	**D_{60} (mm) =**	4.70		
Sample Classification	Silty Sand with Gravel			**Plastic Limit**	0.0%
Classification Abbreviation	SM			**Liquid Limit**	0.0%
Fine Classification	ML			**Plasticity Index**	0.0%

Moisture Content		
Mass of Container (g)	0.0	**Moisture Content**
Mass of Container + Wet Soil (g)	210.7	12%
Mass of Container + Dry Soil (g)	188.4	

Figure 1: BH-1

Figure 2: BH-2 Monitoring well

Figure 3: BH-3

Figure 4: BH-3 Split spoon sample from 21.5' bgs

Figure 5: BH-3 Typical soil from borehole.

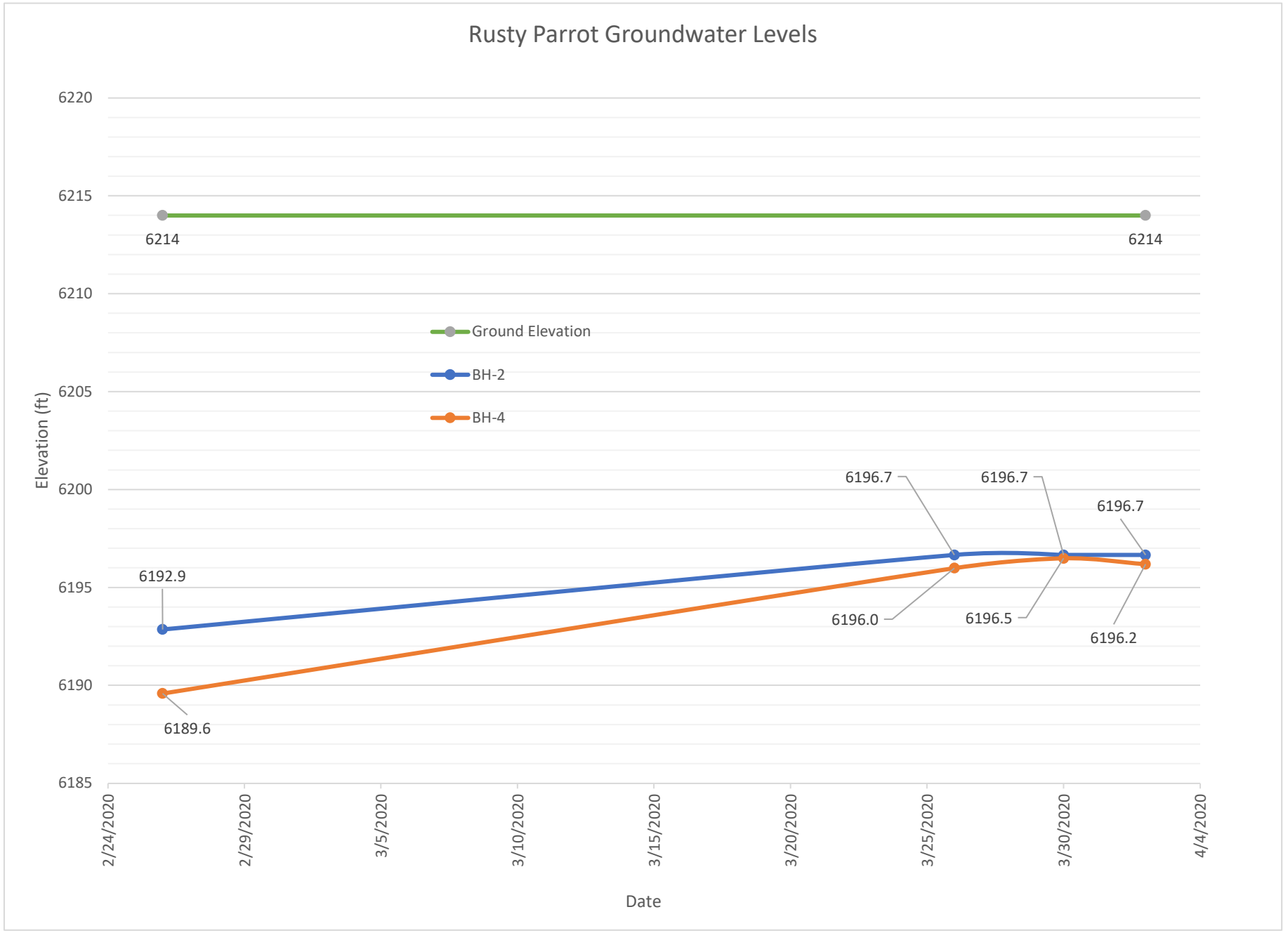
Figure 6: BH-4

Figure 7: BH-4 Monitoring well and typical soil from borehole.

19352 Rusty Parrot Well Monitoring

Borehole	Cap Elevation	Ground Elevation	
BH2	6213.86	6214	2/26/2020
BH4	6214.59	6214	4/2/2020

Date	Water Level Reading				Conditions	Notes
	BH-2	Elevation	BH-4	Elevation		
26-Feb-20	21.0	6192.9	25.0	6189.6	Cold, cloudy	Initial measurement taken at groundwater
26-Mar-20	17.2	6196.7	18.6	6196.0	Sunny, 30F	Had to find BH-4 under ice, about 20 mins of chipping ice
30-Mar-20	17.2	6196.7	18.1	6196.5	Sunny, 30F	Bentonite had melted and made a mess inside the well casings in BH-2, pictures in folder
2-Apr-20	17.2	6196.7	18.4	6196.2	Sunny, 20F	N/A


Rusty Parrot Groundwater Levels
6220
6215
6210
6205
6200
6195
6190
6185
Elevation (ft)
6214
6214
Ground Elevation
BH-2
BH-4
6196.7
6196.7
6196.7
6192.9
6196.0
6196.5
6196.2
6189.6
2/24/2020
2/29/2020
3/5/2020
3/10/2020
3/15/2020
3/20/2020
3/25/2020
3/30/2020
4/4/2020
Date

Tyler Valentine

From: Hal Hutchinson <hal@hhlandstrategies.com>
Sent: Wednesday, June 17, 2020 3:13 PM
To: Tyler Valentine
Subject: Rusty Parrot Expiration Dates

Dear Tyler,

Please accept this e-mail as a formal request to allow the expiration dates for the Rusty Parrot Development Plan to extend to two years from the date of approval. This request also seeks to allow the two variances and the one administrative adjustment associated will the Development Plan application as submitted on May 1, 2020 to extend to two years from the date of approval.

Thank you,

Hal Hutchinson
HH Land Strategies
307-699-0265

Tyler Valentine

From: Hal Hutchinson <hal@hhlandstrategies.com>
Sent: Tuesday, July 07, 2020 11:12 AM
To: Tyler Valentine
Subject: Rusty Parrot

Hi Tyler,

The owners of the Rusty Parrot have agreed to install a car lift in the underground garage as a way to meet the parking requirement that we are one space short on. This will be at least a single car lift to meet the requirement.

In addition, they would like to agree to the 89%-120% AMY deed restriction for the housing unit in the lodge.

Please let me know if you have any other issues. When will the staff report be done?

Thanks, Hal

Hal Hutchinson
HH Land Strategies
307-699-0265

Tyler Valentine

From: Leslie Jones <aftonjones@msn.com>
Sent: Sunday, July 05, 2020 10:48 AM
To: Tyler Valentine
Subject: Rusty Parrot Construction

Thanks for the information you provided about this project. We would like you to consider some of our concerns about the project.

Our property is accessed from Gill street and a narrow Alley in front of our home. It is important that we continue to have access to our property at all times during the construction of the project. And these streets remain open to our property.

Lighting coming from the Rusty Parrot needs to be in harmony with the needs and values of our home and property.

As much as possible the activity from this project needs to remain on the property of the Rusty Parrot.

It would be great that when the construction of the project is started that it be preformed in an expedient manner to reduce the time this project impacts us.

Thanks for your consideration of our concerns.

Les and Afton Jones

Sent from Mail for Windows 10

For the best experience, open this PDF portfolio in Acrobat X or Adobe Reader X, or later.

Get Adobe Reader Now!

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: JULY 30, 2020
MEETING DATE: AUGUST 03, 2020

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: PAUL ANTHONY
PRESENTER: BRENDAN CONBOY

SUBJECT: **ITEM P20-116:** A REQUEST FOR SUBDIVISION PLAT APPROVAL FOR THE HIDDEN HOLLOW PLANNED UNIT DEVELOPMENT SECOND ADDITION (TOWNHOMES) AT 306, 404, 410, AND 428 HIDDEN HOLLOW DRIVE.

OWNER: HIDDEN HOLLOW, LLC

APPLICANT: JORGENSEN ASSOCIATES / MR. BRENDAN SCHULTE

STATEMENT/PURPOSE

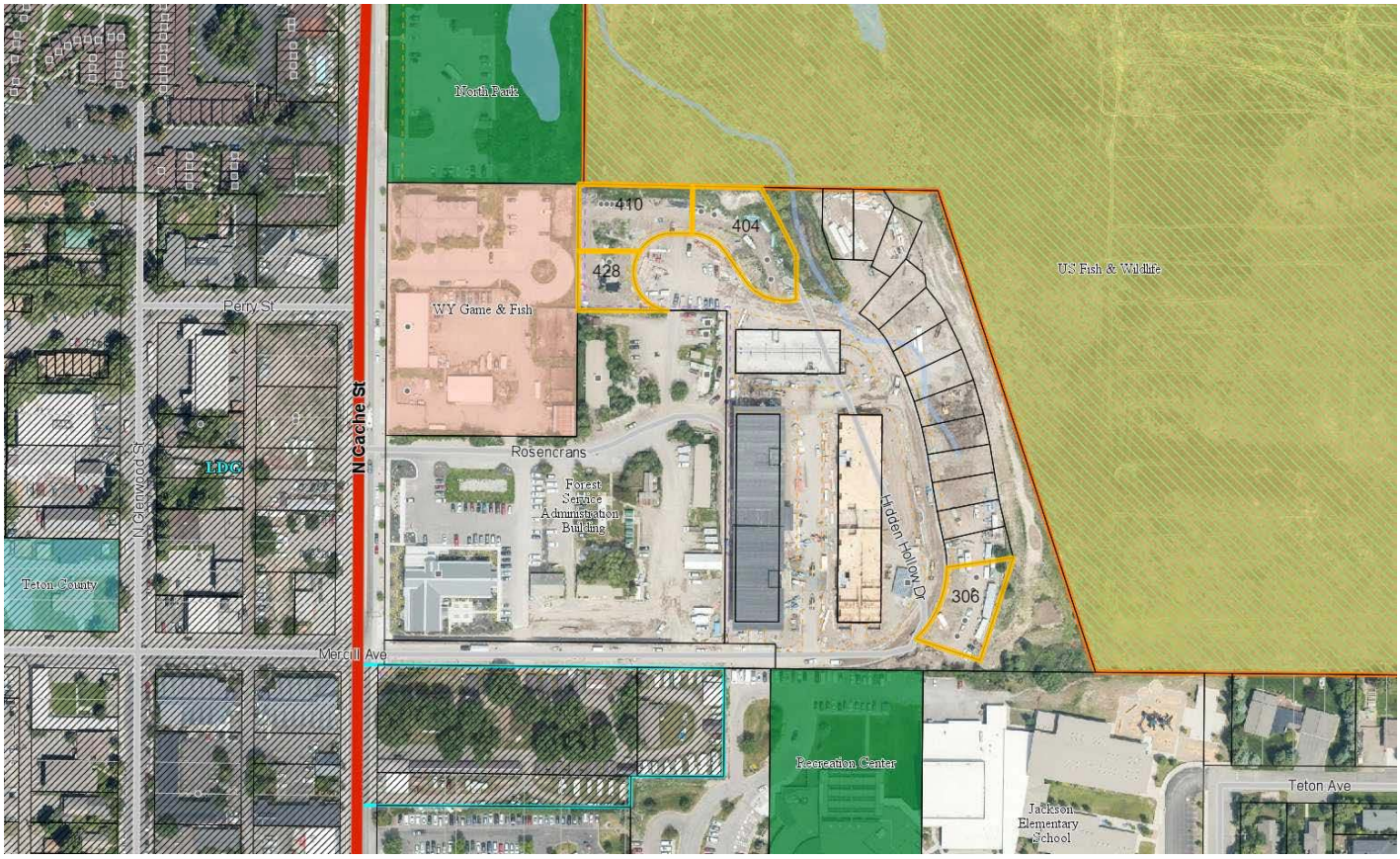
The applicant is requesting Subdivision Plat (Second Addition) approval for the Hidden Hollow Planned Unit Development townhomes located on Lots 16, 17, 18, and 20, within the Hidden Hollow First Addition at 306, 404, 410, and 428 Hidden Hollow Drive.

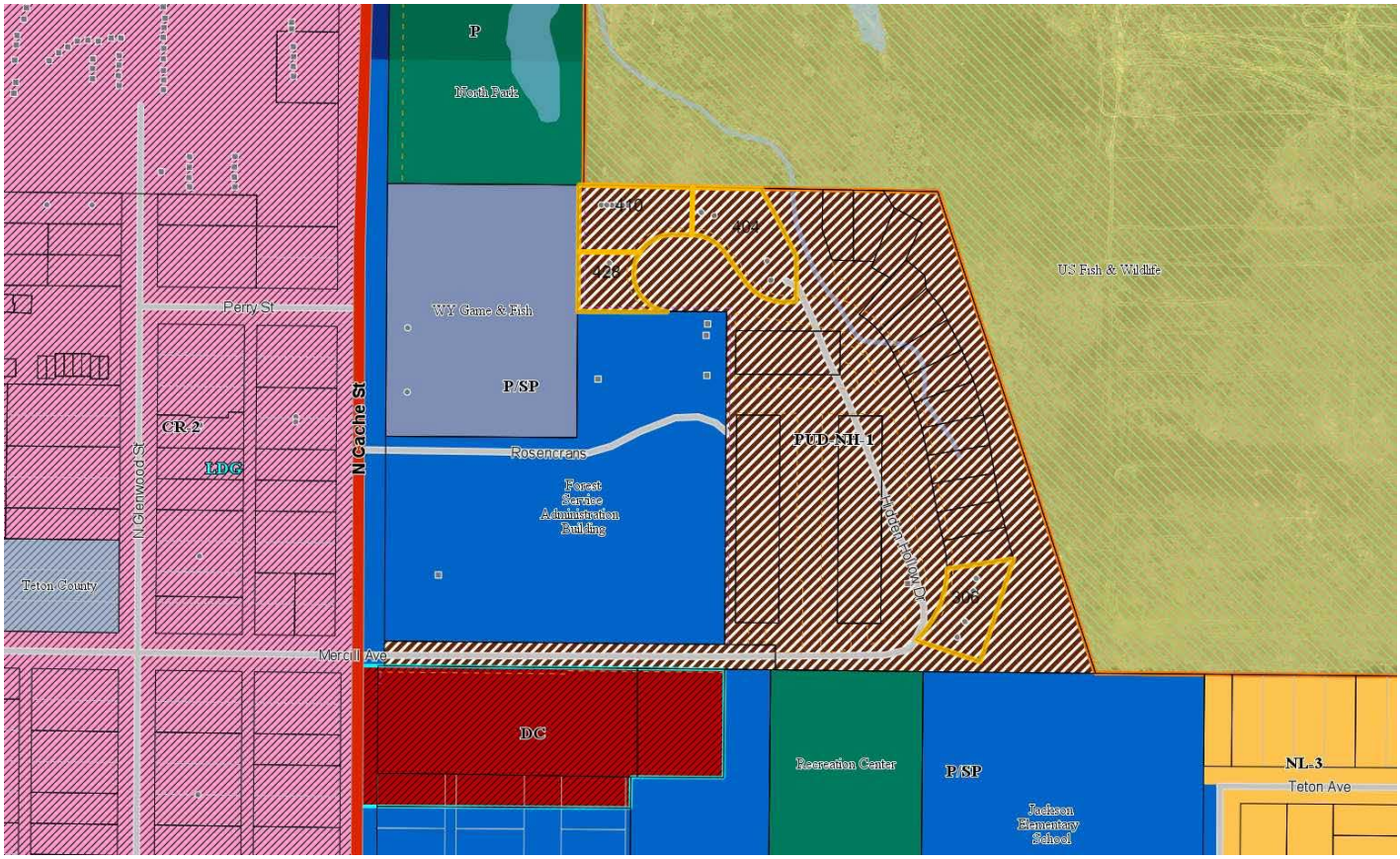
APPLICABLE REGULATIONS

Section 8.5.3 Subdivision Plat

LOCATION

The property is located at 306, 404, 410, and 428 Hidden Hollow Drive and legally described as Lot 16, 17, 18, and 20 of the Hidden hollow First Addition to the Town of Jackson. An aerial photo and zoning map are shown on the following page:


North Fork
410
404
428
U.S Fish & Wildlife
WY Game & Fish
Perry St
N Cache St
N Glenwood St
LDG
Rosencrans
Forest Service Administration Building
Hidden Hollow Dr
306
Teton County
Merrill Ave
Recreation Center
Teton Ave
Jackson Elementary School


P
North Fork
410
404
428
U.S Fish & Wildlife
WY Game & Fish
Perry St
P/SP
CR-2
N Cache St
N Glenwood St
LDG
Rosencrans
PUD-NH-1
Forest Service Administration Building
Hidden Hollow Dr
306
Teton County
Merrill Ave
DC
Recreation Center
P/SP
NL-3
Teton Ave
Jackson Elementary School

BACKGROUND

The subject site is 10 acres (approximately 435,600 square feet) previously owned by the United States Forest Service and sold to the current owner Hansen & Hansen LLP in 2015. The subject lots in question are 0.22 acres (Lot 16), 0.40 acres (Lot 17), 0.46 acres (Lot 18), and 0.33 acres (Lot 20), respectively. The subject site is zoned Planned Unit Development – Neighborhood High Density – 1 (PUD-NH-1). The property is bordered by Fish and Wildlife Property to the north and east (Elk Refuge), Public/Semi-Public to the south and east. A portion of the property along Mercill Avenue abuts the Downtown Core (DC) zone at 260 North Cache Street.

The subject property is currently zoned PUD-NH-1 (Neighborhood High Density - 1 - Planned Unit Development). On November 14th, 2016, Town Council voted to approve P16-079 & P16-080 Sketch Plan and PUD. On February 6th, 2017, Town Council approved required Ordinance 1167 and Ordinance 1168 for the associated Planned Unit Development establishing the Master Plan for the development. The applicant's approved Sketch Plan and PUD consists of 13 detached single family units, 20 attached single family units (townhomes) and 137 attached single family unit apartments within 3 buildings.

On May 15th, 2017, Town Council voted to approve P17-036 Development Plan, for Phase 1A for infrastructure on the site, which contained the following horizontal infrastructure:

- Sewer
- Storm Sewer
- Public and Private Roadways
- Water
- Pathways and Sidewalks
- Wetland Mitigation
- Private Utilities, including gas, cable, etc.

On June 5, 2017, Town Council approved the Development Agreement for the Hidden Hollow Phase 1A Development Plan to allow for physical development and the construction of infrastructure for the Hidden Hollow PUD. Since that time the applicant has executed the Development Agreement and provided the necessary bonding to the Town. A Grading and Erosion Control Permit B17-0378 was approved on August 7, 2017, to begin infrastructure work on the site.

On July 17, 2017, Town Council voted to approve P17-093 Development Plan, for Phase 1B which contained the following vertical infrastructure:

- Eight Townhome Units (Units 1-3, Units 16-20)
- Multifamily Building 4/5

On June 18, 2020, the Town Council approved a Subdivision Plat for the Hidden Hollow First Addition to the Town of Jackson containing a total of twenty-two (22) lots of residential, common area/open space, and road access. The plat was recorded on July 26, 2018. This plat contains lots 16, 17, 18, and 20 which are the subject of this subdivision plat request for 20 townhouse lots.

On September 17, 2018, the Town Council approved a Development Plan and associated Minor Amendments to the Master Plan to consolidate the remaining phases into one final phase, Phase 2 containing the remaining horizontal infrastructure:

- Twelve Townhome units (Units 4-15)
- Multifamily Buildings 2/3 & 1

In the intervening timeframe, Building Permits B17-0622, B18-0871, and B19-0149 have been issued for the multi-family apartment buildings Building 4/5, Building 2/3, and Building 1, respectively. All three multi-family buildings have received a Certificate of Occupancy.

On May 8, 2020, Planning Staff approved a Development Option Plan, Item P20-064 for modifications to the exterior design of the townhouse units. Materials for the townhomes will be consistent with the existing apartment buildings and will be made from earth toned hues and colors to fit the character of the region. Steel, wood and stone comprise the suite of textures planned for the structures that consider durability and lower long-term maintenance.

PROJECT DESCRIPTION

The applicant is requesting Subdivision Plat approval (Second Addition) on Lots 16, 17, 18, and 20 of the Hidden Hollow First Addition to the Town of Jackson for 20 townhouse units. The approved Sketch Plan and PUD consists of 135 multi-family units within five (5) multifamily apartment buildings, twenty (20) townhome units (one 3-unit, two 5-unit, and one 7-unit buildings), and thirteen (13) 3-bedroom single family home sites.

STAFF ANALYSIS

Conformance with Previous Approvals and Other Applicable Regulations

Staff finds that the proposed subdivision plat is in conformance with the PUD Master Plan 1st Amendment (P18-206), and Development Plans for Phase 1A and 1B (P17-036 & P17-093) and Phase 2 (P18-205). Provided that all requirements in the departmental reviews are met, the requested Subdivision Plat presents no significant issues.

Parks and Schools Exactions

According to Division 7.5, all residential subdivisions are required to dedicate lands for school and park development. The applicant has already paid exaction fees for the 13 detached single family homes at the time of Subdivision Plat. The required exactions for the remaining 20 townhomes are calculated at $30,000 for Schools and $50,625 for Parks for five 2-br units and 15 3-br units. School exactions for the townhomes have been calculated at the multi-family rate. The applicant shall pay Parks and Schools exactions prior to recording the Subdivision Plat.

Subdivision Improvements Agreement

According to the Town Engineer, a Subdivision Improvements Agreement will not be required for this Subdivision Plat request. A Subdivision Improvements Agreement has already been recorded as part of the first subdivision plat, Hidden Hollow First Addition to the Town of Jackson. All infrastructure was installed as part of Phase 1A, and therefore no additional infrastructure is required to service the townhomes. In addition, the PUD has executed a Development Agreement with the Town which, combined with the existing Subdivision Improvements Agreement is sufficient for ensuring the orderly development of the site and maintenance moving forward.

STAFF FINDINGS

Pursuant to Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations, the following findings shall be made for the approval of a Subdivision Plat.

1. ***Approved Development Plan.*** *The proposed Subdivision Plat shall be in substantial conformance with an approved development plan or development option plan.*

As conditioned, staff finds that the proposed subdivision plat to be in substantial conformance with the previously approved Sketch Plan, PUD, and HHPUD Master Plan (P16-079 & P16-080), HHPUD Master Plan 1st Amendment (P18-206) and Development Plans for Phases 1A and 1B (P17-036 & P17-093), and Phase 2 (P18-205). The Proposed Subdivision Plat is also in conformance with the Development Agreement.

2. ***Complies with Section 8.5.3.*** *The proposed Subdivision Plat shall comply with Section 8.5.3 – Subdivision Plat.*

   Staff finds that the proposed subdivision plat complies with the standards of Section 8.5.3 – Subdivision Plat in regards to the purpose, applicability, required documentation information and review process.

3. ***Complies with Division 7.2.*** *The proposed Subdivision Plat shall comply with Division 7.2 – Subdivision Standards.*

   As conditioned, the proposed subdivision meets the standards laid out in Division 7.2 pertaining to the provision of such requirements for new roads, water and sewer infrastructure, utilities, parks, and other physical improvements necessary to safely serve newly subdivided property and minimize impacts on existing community services and infrastructure. The proposed subdivision complies with or will comply with the Development Agreement in place.

4. ***Other Relevant Standards/LDRs.*** *The subdivision plat shall comply with all other relevant standards of these LDRs and other Town Ordinances.*

   As conditioned, staff finds that the proposed subdivision complies with the provisions of the LDRs for townhouse plats. In addition the subdivision complies with all other Town Ordinances.

ATTACHMENTS

Applicant Submittal
Applicant Response to Department Reviews
Department Reviews
School and Park Exaction Worksheets

PUBLIC COMMENT

None at this time.

FISCAL IMPACT

Park Exactions: $50,625.00
School Exactions: $30,000.00

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 recommends **approval** of the Hidden Hollow Second Addition to the Town of Jackson (P20-116) addressed at 306, 404, 410, and 428 Hidden Hollow Drive, legally described as Lots 16, 17, 18, and 20 of the Hidden Hollow First Addition to the Town of Jackson, subject to the department reviews attached to this staff report dated July 30, 2020 and the following two (2) conditions of approval:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities included in the attached 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.

2. Prior to recording the Subdivision Plat the applicant shall pay Park and School exactions in the amount specified in this report date July 30, 2020.

SUGGESTED MOTION

Based upon the findings as presented in the staff report and as made by the applicant for Item P20-116, I move to make findings 1-4 as set forth in Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations relating to 1) Conformance with Development Plan or Development Option Plan; 2) Complies with standards of Section 8.5.3. Subdivision Plat; 3) Complies with standards of Division 7.2. Subdivision Standards; 4) Complies with other relevant standards of these LDRs, and to approve a Subdivision Plat for the Hidden Hollow Second Addition to the Town of Jackson for the property addressed at 306, 404, 410, and 428 Hidden Hollow Drive, and legally described as Lots 16, 17, 18, and 20 of the Hidden Hollow First Addition to the Town of Jackson, subject to the departmental reviews attached to this staff report dated July 30, 2020, and the following two (2) conditions of approval:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities included in the attached 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.

2. Prior to recording the Subdivision Plat the applicant shall pay Park and School exactions in the amount specified in this report date July 30, 2020.

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

June 15, 2020

Mr. Brendan Conboy
Town of Jackson Planning Dept.
P.O. Box 1687
150 E. Pearl Avenue.
Jackson, WY 83001
-Digitally Delivered-

RE: Hidden Hollow Second Addition to the Town of Jackson Subdivision Plat (S/D) for Planned Unit Development (PUD)-Hidden Hollow

Dear Brendan,

Attached for sufficiency review, please find one copy of the Subdivision Plat Application for the Hidden Hollow Second Addition to the Town of Jackson **(Second Addition)** that we are submitting on behalf of Hidden Hollow, LLC. This subdivision application if for twenty (20) townhomes located on lots 16, 17, 18 and 20 within the Hidden Hollow First Addition Subdivision. This is an entitlement by right as per Sketch plan (SP) **P16-079** and the Planned Unit Development (HHPUD) **P16-080** that were approved for this project on December 5, 2016. This property is not located near any known fault lines. A digital copy of this submittal will be sent to you electronically.

- Planning Permit Application and Response to Checklist
- Jorgensen Associates, Inc. Check No. 11225 for application fees.
- Application Materials
- Title Report
- Subdivision Improvement Agreement
- Access and Utility Easements and CCRs
- Draft Plat Map

Posted Notice will be erected and maintained on the land subject to this application once the meeting dates have been scheduled.

Once we receive a sufficiency determination, we will provide any updates you request to the application in electronic format, and/or hard copies as requested in the number and type you would like for distribution to review agencies. Please call me if you have any questions, or if you require additional information at this time. Thank you for your assistance.

Sincerely,

JORGENSEN ASSOCIATES, INC.

Brendan Schulte, Senior Project Manager

Narrative: Hidden Hollow Second Addition to the Town of Jackson Subdivision Plat (S/D) for Hidden Hollow Planned Unit Development (HHPUD)

Subdivision Summary

This Subdivision Plat (S/D) application is for the Hidden Hollow Second Addition to the Town of Jackson. In recognition of growing need for housing in the Town of Jackson (ToJ), Wyoming. Jorgensen Associates, Inc. (Jorgensen) worked with owners Hansen and Hansen, LLP (Applicant) to create HHPUD. The Applicant had purchased the 10-acre parcel of land from the United States Forest Service (USFS) located at 60 Rosencrans and accessed from North Cache Street and has developed the Hidden Hollow First Addition to the Town of Jackson which proposed 168 units consisting of 13 single-family lots, 20 townhomes and 135 multifamily units contained within five buildings. At present, 110 multi-family units within Building 2/3 and 4/5 have received Certificate of Occupancy and is completely occupied. Building 1 is currently under construction and is schedule for occupancy in July. This subdivision plat application proposes a townhouse plat for twenty (20) townhome units on lots 16, 17, 18 and 20 of the Hidden Hollow First Addition to the Town of Jackson, Pat 1389.

A. FINDINGS FOR APPROVAL

Division 8.5.3 Subdivision Plat Findings for Approval

1. ***Is in substantial conformance with an approved development plan or development option plan.***

   This Subdivision Plat application for 20 townhome units is in substantial conformance to Sketch Plan for Planned Unit Development of 168 unit subdivision of USFS parcel (**P16-079** and **P16-080**) Approved by the Town Council on December 5th, 2016. **Complies.**

2. ***Complies with the standards of the Section.***

   This Subdivision Plat complies with all the standards required by Division 8.5.3. of the Town of Jackson Land Use Development Regulations (LDRs). **Complies.**

3. ***Complies with the subdivision standards of Division 7.2..***

   This Subdivision Plat complies with the development standards required by Division 7.2. Subdivision Standards of the LDRs, such as requirements for: new roads; water and sewer infrastructure; utilities; parks; and other physical improvements necessary to safely serve newly subdivided property and to minimize impacts on existing community services and infrastructure. This Subdivision Plat reflects the guidance of the Applicant's Design Team, the ToJ Staff and acceptance by Town Council. **Complies.**

4. ***Complies with all other relevant standards of these LDRs and other Town Ordinances.***

   This Subdivision Plat is in compliance with all relevant standards of the LDRs and Town Ordinances; it is important to note that this Plat has benefited from a public review at a sufficient level of detail to determine compliance with these LDRs prior to preparation of plat documents. **Complies.**

B. GENERAL INFORMATION

Title Report – Complete Title Report for all relevant lots is included in this application.

C. INITIAL SUBMITTAL

This application is for one new Subdivision Plats: Hidden Hollow Second Addition to the Town of Jackson (Second Addition).

1. **Draft Plat Map** – Draft subdivision plats or maps of survey prepared in association with a Subdivision Plat or application shall contain the information required by State statute and Section 8.5.3 Subdivision Plat.

2. **Notice of Intent** – Applicant has published "Notice of Intent to Subdivide" in the Jackson Hole News and Guide, once each week for 2 weeks within 30 calendar days prior to filing this application, pursuant to Wyoming statutes as amended. Evidence of Notice of Intent is included with this application.

3. **Subdivision Improvement Agreement** – Applicant's draft of the new Subdivision Improvement Agreements is included in this application.

4. **Documents to be Recorded** – Applicant has included draft copies of the following documents to be recorded concurrently with this application:

    a. 4th Restatement of Covenants, Conditions and Restrictions.

PLANNING PERMIT APPLICATION
Planning & Building Department

150 E Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
www.townofjackson.com

For Office Use Only

Fees Paid_____ Date & Time Received _____

Application #s _____ _____ _____

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

PROJECT.

Name/Description: Hidden Hollow Second Addition to the Town of Jackson

Physical Address: 306 and 404 Hidden Hollow Drive

Lot, Subdivision: Lots 16, 17, 18 & 20 PIDN: 22-41-16-27-3-34-016-018 & -020

PROPERTY OWNER.

Name: Hidden Hollow, LLC Phone: _____

Mailing Address: P.O. Box 50106 ZIP: 83405

E-mail: _____

APPLICANT/AGENT.

Name: Jorgensen Associates, Inc. c/o Brendan Schulte Phone: _____

Mailing Address: P.O. Box 9550 ZIP: 83002

E-mail: bschulte@jorgeng.com

DESIGNATED PRIMARY CONTACT.

_____Property Owner X Applicant/Agent

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

Use Permit

_____Basic Use

_____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

X 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 #: _____ Environmental Analysis #: _____

Original Permit #: P16-080, 079 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

6/15/20
Date

Brendan Schulte
Name Printed

Senior Project Manager
Title

Parsons Behle & Latimer - Idaho Falls
900 Pier View Dr
Idaho Falls, Idaho 83402-4972

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

C. Edward Cather
PARSONS BEHLE & LATIMER
900 Pier View Drive, Suite 206
Idaho Falls, Idaho 83402

GRANTOR: HANSEN & HANSEN HOLDINGS LLP
GRANTEE: HIDDEN HOLLOW LLC
Doc 0964796 Filed At 15:56 ON 02/19/19
Sherry L. Daigle Teton County Clerk fees: 27.00
By Mary Smith Deputy Clerk

(Space Above For County Clerk's Use)
Parcel Nos.: 22-41-16-27-3-34-001, 22-41-16-27-3-34-002, 22-41-16-27-3-34-003, 22-41-16-27-3-34-004, 22-41-16-27-3-34-005, 22-41-16-27-3-34-006, 22-41-16-27-3-34-007, 22-41-16-27-3-34-008, 22-41-16-27-3-34-009, 22-41-16-27-3-34-010, 22-41-16-27-3-34-011, 22-41-16-27-3-34-012, 22-41-16-27-3-34-013, 22-41-16-27-3-34-014, 22-41-16-27-3-34-015, 22-41-16-27-3-34-016, 22-41-16-27-3-34-17, 22-41-16-27-3-34-018, 22-41-16-27-3-34-019, 22-41-16-27-3-34-020, 22-41-16-27-3-34-021, and 22-41-16-27-3-34-022

WARRANTY DEED

For value received HANSEN & HANSEN HOLDINGS, LLP, an Idaho limited liability partnership ("Grantor"), conveys, grants, bargains, and sells to HIDDEN HOLLOW, LLC, a Wyoming limited liability company ("Grantee"), whose address is 2251 N Holmes Ave., Idaho Falls, ID 83404, and its successors and assigns forever, the following described real property situated in Teton County, State of Wyoming ("Property"):

> Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22 of the HIDDEN HOLLOW 1ST ADDITION TO THE TOWN OF JACKSON, according to the Official Plat thereof, on file and of record in the official records of the Teton County, Wyoming Recorder, as Plat No. 1389, Doc. No. 0953516.

SUBJECT TO taxes and assessments, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, and to all zoning laws and ordinances.

TOGETHER WITH, any and all any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the real property herein described.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 13th day of February, 2019.

HANSEN & HANSEN, LLP

By _____
Cary James Hansen, Partner

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 15th day of February, 2019, before me C. Edward Cather, personally appeared Cary James Hansen, known or identified to me to be a Partner of the Grantor Hansen & Hansen, LLP, and acknowledged to me that he executed the foregoing in said Grantor's name and on behalf of Grantor.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

C. EDWARD CATHER, III
NOTARY PUBLIC
Comm. No. 42000
STATE OF IDAHO

_____
NOTARY PUBLIC FOR IDAHO
Residing at Shelley ID
My Commission Expires 4/2/22

LETTER OF AUTHORIZATION

Hidden Hollow, LLC ,"Owner" whose address is: _____

P.O. Box 50106, Idaho Falls

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Hidden Hollow, LLC , as the owner of property more specifically legally described as: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22 of the HIDDEN HOLLOW 1st ADDITION TO THE TOWN OF JACKSON, Plat 1389

(If too lengthy, attach description)

HEREBY AUTHORIZES Zane Powell 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:

Leona Hansen

(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 IDAHO)
)SS.
COUNTY OF Bonneville)

The foregoing instrument was acknowledged before me by Leona Hansen this 21 day of 2.21, 20 20.

WITNESS my hand and official seal.

(Notary Public)

My commission expires:

(Seal)

JEFFERY C. WALBOM NOTARY PUBLIC Comm. No. 9858 STATE OF IDAHO

LETTER OF AUTHORIZATION

Hidden Hollow, LLC ,"Owner" whose address is: _____

P.O. Box 50106, Idaho Falls

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Hidden Hollow, LLC , as the owner of property more specifically legally described as: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22 of the HIDDEN HOLLOW 1st ADDITION TO THE TOWN OF JACKSON, Plat 1389

(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:

Leann Hansen

(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 IDAHO)
)SS.
COUNTY OF Bonneville)

The foregoing instrument was acknowledged before me by Leann Hansen this 21 day of February, 2020.

WITNESS my hand and official seal.

(Seal)

(Notary Public)

My commission expires:

JEFFERY C. WALBOM NOTARY PUBLIC Comm. No. 9858 STATE OF IDAHO

ORT Form 4694 6/06 Rev. 8-1-16

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILTY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, **Old Republic National Title Insurance Company**, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By C Monroe President

Attest David Wold Secretary

Issued through the office of:
Jackson Hole Title & Escrow
270 W Pearl Ave, Ste 104/PO Box
921 Jackson, WY 83001
(307)733-3153

Authorized Signature

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without.

(a) the Notice;

(b) the Commitment to Issue Policy;

(c) the Commitment Conditions;

(d) Schedule A;

(e) Schedule B, Part I-Requirements;

(f) Schedule B, Part II-Exceptions; and

(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

  i. comply with the Schedule B, Part I – Requirements;

  ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or

  iii. acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

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ALTA Commitment for Title Insurance

Issued By

Old Republic National Title Insurance Company

Transaction Identification Data for reference only:
Issuing Agent and Office: Jackson Hole Title & Escrow, 270 W Pearl Ave, Ste 104/PO Box 921, Jackson, WY 83001 (307)733-3153
Issuing Office's ALTA ® Registry ID: 1040322
Loan ID No.:
Issuing Office Commitment/File No.: 885881JAC
Property Address: 422 Hidden Hollow Drive, Jackson, WY 83001
424 Hidden Hollow Drive, Jackson, WY 83001
408 Hidden Hollow Drive, Jackson, WY 83001
310 Hidden Hollow Drive, Jackson, WY 83001
Revision No.:

SCHEDULE A

1. Commitment Date: **February 27, 2020** at **7:30 A.M.**

2. Policy (or Policies) to be issued: Owner's Premium Amount reflects applicable rate

   (a) ☒ 2006 ALTA ® Standard Owner's Policy
   Proposed Insured: **Eric Macy**
   Proposed Policy Amount: Premium Amount **$**
   $ **0.00**

   (b) Endorsements: **none**

   (c) ☐ 2006 ALTA ® Loan Policy
   Proposed Insured:
   Proposed Policy Amount: **$** Premium Amount **$**
   Endorsements: **$**

   (d) ☐ ALTA ® Policy
   Proposed Insured:
   Proposed Policy Amount: **$** Premium Amount **$**
   Endorsements: **$**

3. The estate or interest in the Land described or referred to in this Commitment is fee simple.

4. The Title is, at the Commitment Date, vested in:
   Hidden Hollow, LLC, a Wyoming limited liability company

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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5. The Land is described as follows:

Lots 16, 17, 18 and 20 of the Hidden Hollow First Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 26, 2018 as Plat No. 1389.

By:

Authorized Countersignature
(This Schedule A valid only when Schedule B is attached.)

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ALTA Commitment for Title Insurance

Issued By

Old Republic National Title Insurance Company

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

   a. **Warranty Deed**
   From Hidden Hollow, LLC, a Wyoming limited liability company
   Vesting fee simple title in Eric Macy

   A Statement of Consideration is required with each transfer of title in the State of Wyoming per Wyoming Statute 34-1-142.

   b. In order to remove Exception number 19 & 20 please provide a **Cancellation, Satisfaction or Release of Mortgage.**

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5. Furnish the following for Hidden Hollow, LLC, a Wyoming limited liability company:

   a. **Articles of Organization**: Provide a certified copy of the Articles of Organization filed with the Office of the Secretary of State.
   b. **Certificate of Good Standing**: Provide a Certificate of Good Standing from the Secretary of State
   c. **Operating Agreement**: Provide a copy of the Operating Agreement governing the management of the Limited Liability Company, and any amendments thereto.

   Note: We reserve the right to make additional requirements or exceptions once these requirements have been met.

6. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.

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ALTA Commitment for Title Insurance

Issued By

Old Republic National Title Insurance Company

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interest or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or which may be asserted by persons in possession, or claiming to be in possession, thereof.

2. Easements, liens, encumbrances, or claims thereof, which are not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that is not shown by the Public Records.

4. Any lien, or right to a lien, imposed by law for services, labor or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the Public Records.

5. (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, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

6. Any right, title or interest in any minerals, mineral rights, or related matters, including but not limited to oil, gas, coal, and other hydrocarbons, whether or not shown by the Public Records.

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7. (a) Taxes, assessments or special levies which are not now payable or 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; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

   (b) Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the Public Records.

8. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

9. 2020 taxes and special assessments are a lien; amounts not yet determined or payable. If making one payment, due on or before December 31. If making two payments, the first one-half is payable September 1 and becomes delinquent November 10th of the current year, the second one-half is payable March 1 and becomes delinquent May 10th of the following year.

   General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Tax ID#	**Tax Year**	**1st Half Tax Status**	**2nd Half Tax Status**
OJ-008400 (as to Lot 16)	2019	$1,777.23 is Paid	$1,777.23 is Due

10. 2020 taxes and special assessments are a lien; amounts not yet determined or payable. If making one payment, due on or before December 31. If making two payments, the first one-half is payable September 1 and becomes delinquent November 10th of the current year, the second one-half is payable March 1 and becomes delinquent May 10th of the following year.

    General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Tax ID#	**Tax Year**	**1st Half Tax Status**	**2nd Half Tax Status**
OJ-008401 (as to Lot 17)	2019	$1,777.23 is Paid	$1,777.23 is Due

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11. 2020 taxes and special assessments are a lien; amounts not yet determined or payable. If making one payment, due on or before December 31. If making two payments, the first one-half is payable September 1 and becomes delinquent November 10th of the current year, the second one-half is payable March 1 and becomes delinquent May 10th of the following year.

    General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Tax ID#	Tax Year	1st Half Tax Status	2nd Half Tax Status
OJ-008402 (as to Lot 18)	2019	$1,777.23 is Paid	$1,777.23 is Due

12. 2020 taxes and special assessments are a lien; amounts not yet determined or payable. If making one payment, due on or before December 31. If making two payments, the first one-half is payable September 1 and becomes delinquent November 10th of the current year, the second one-half is payable March 1 and becomes delinquent May 10th of the following year.

    General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Tax ID#	Tax Year	1st Half Tax Status	2nd Half Tax Status
OJ-008404 (as to Lot 20)	2019	$1,777.23 is Paid	$1,777.23 is Due

13. 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) 1389, records of Teton County, Wyoming.

14. Development Agreement:
    By and Between: Hansen & Hansen, LLP, an Idaho limited liability partnership
    And: Town of Jackson
    Recording Information: Doc 0931258

    First Amendment to Development Agreement Hidden Hollow Planned Unit Development recorded as Doc 0957090.

15. Subdivision Improvement Agreement:
    By and Between: Hansen & Hansen, LLP, an Idaho limited liability partnership
    And: Town of Jackson
    Recording Information: Doc 0953518

16. Declaration of Covenants, Conditions and Restrictions for Hidden Hollow 1st Addition to the Town of Jackson recorded as Doc 0953520, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).

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17. Pathway Access Easement and Agreement:
By and Between: Hansen & Hansen, LLP, an Idaho limited liability partnership
And: Town of Jackson
Recording Information: Doc 0953526

18. Affidavit Affecting Title recorded August 15, 2019 as Doc 0975387

19. Mortgage dated July 11, 2019, to secure an original indebtedness of $10,211,500.00, and any other amounts and/or obligations secured thereby.
Recorded: July 16, 2019, in Doc 0973541
Mortgagor: Hidden Hollow, LLC, a Wyoming limited liability company
Mortgagee: Zions Bancorporation, N.A. dba Zions First National Bank

20. Mortgage dated July 30, 2019, to secure an original indebtedness of $35,200,000.00, and any other amounts and/or obligations secured thereby.
Recorded: July 30, 2019, in Doc 0974356
Mortgagor: Hidden Hollow, LLC, a Wyoming limited liability company
Mortgagee: Zions Bancorporation, N.A. dba Zions First National Bank

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INFORMATIONAL NOTES

A. Other than as shown in Schedule B; we find no Judgment Liens, State Tax Liens, Federal Tax Liens or Child Support Liens of record which attach to the name(s) or interest of the vested owner and/or proposed insured owner/borrower.

B. The following property address and PIDN Number are provided for informational purposes only:
PIDN Number: 22-41-16-27-3-34-016 (as to Lot 16)
PIDN Number: 22-41-16-27-3-34-017 (as to Lot 17)
PIDN Number: 22-41-16-27-3-34-018 (as to Lot 18)
PIDN Number: 22-41-16-27-3-34-020 (as to Lot 20)

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Plotted by Daryl Jul 16, 2018 - 4:24pm

CERTIFICATE OF SURVEYOR

State of Wyoming)
) SS
County of Teton)

I, Kenneth G. Magrath, a Wyoming Professional Land Surveyor, employed by Jorgensen Associates, P.C. of Jackson, Wyoming hereby certify that this plat was made from data obtained during field surveys performed by Jonathan H. Patterson, Wyoming PLS 13629, under my direction during June 2016 and from records in the Office of the Clerk of Teton County, Wyoming;

that this plat correctly represents HIDDEN HOLLOW FIRST ADDITION TO THE TOWN OF JACKSON, the boundary of which is more particularly described as follows:

A PARCEL OF LAND, lying within the NW1/4 SW1/4 of Section 27, Township 41 North, Range 116 West, 6th P.M., being those lands conveyed by that Quitclaim Deed of record in Book 910 of Photo, Pages 186–191 in the Office of County Clerk for Teton County, Wyoming, and being more particularly described as follows:

BEGINNING on the easterly right–of–way of State Highway 26–89–191, also known as Cache Street, at a 3" diameter brass cap inscribed "PE&LS 578" as shown hereon, which lies S89°54'E, 40 feet from the South 1/16th Corner on the East Line of said Section 27;

thence proceeding on said easterly right–of–way N00°19'22"E, 40.00 feet, more or less, to a §" diameter reinforcing bar with 2" aluminum cap inscribed "Jorgensen Associates PLS 8469", set this survey;

thence departing said easterly right–of–way and proceeding on the south boundary of that parcel described in that Warranty Deed of record in Book 3 of Deeds, page 248 in said Office, S89°26'38"E, 550.31 feet, more or less, to a corner on the east boundary of said parcel, monumented by a 3–1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 2012 PLS 7049";

thence on said east boundary N00°20'24"E, 537.39 feet, to a 3–1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 2012 PLS 7049";

thence N89°39'38"W, 241.29 feet, to a 3–1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 2012 PLS 7049" on the easterly boundary of a Wyoming Game and Fish Commission parcel described in that Quitclaim Deed recorded in Book 348 of photo, Page 830 in said Office of County Clerk;

thence N00°21'12"E, 203.28 feet, to the witnessed Northeast Corner thereof and the southerly boundary of the USA Fish & Wildlife Service National Elk Refuge, from whence an iron pipe with 3" diameter brass cap inscribed "PE&LS 578, WC" and other appropriate markings for witness corner lies S88°57'20"E, a distance of 1.00 feet;

thence on said southerly boundary S88°57'20"E, 581.61 feet, to a 3–1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 1985 RLS 164";

thence departing said southerly boundary and proceeding on the westerly boundary of said National Elk Refuge S18°11'01"E, 818.68 feet to a 3–1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 1985 RLS 164" on the northerly boundary of that Teton County School District #1 parcel described in that Warranty Deed in Book 13 of deeds, Page 369 in said office;

thence on said northerly boundary, and boundary of Jackson/Teton County Recreation Center parcel, N89°23'53"W, being the Basis of Bearing for this description, 600.27 feet, more or less, to a 3–1/4" diameter brass cap inscribed "1967 RLS 164" at the Northwest Corner of said Jackson/Teton County Recreation Center parcel, and the Northeast Corner of that Kudar Enterprises, Inc. parcel described in that Quitclaim Deed of record in Book 147 of photo, Page 14 in said office;

thence on said northerly boundary, and the northerly boundary of that Kudar Enterprises, Inc. parcel described in that Warranty Deed of record in Book 100 of photo, Page 744 in said office, N89°26'38"W, 550.45 feet to the POINT OF BEGINNING.

The above–described parcel contains an area of 10.00 acres, more or less;

HIDDEN HOLLOW FIRST ADDITION TO THE TOWN OF JACKSON being SUBJECT TO and/or having the use and benefit of easements, rights–of–way, covenants, conditions, restrictions, reservations, agreements, and encumbrances as called for in the Certificate of Owners and/or as shown on the datail map of this plat.

Professional Land Surveyor KENNETH G. MAGRATH 8469 Date 7/17/2018 WYOMING

Kenneth G. Magrath
Wyoming PLS 8469

The foregoing instrument was acknowledged before me by Kenneth G. Magrath this 17 day of July, 2018.

WITNESS my hand and official seal.

J. MARLENE WILSON - NOTARY PUBLIC County of Teton State of Wyoming My Commission Expires 03/26/19

Notary Public
My commission expires: 03/26/19

NOTES

THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISION EXCEPT AS PERMITTED BY THE TOWN OF JACKSON, WYOMING.

HIDDEN HOLLOW SUBDIVISION WILL CONNECT WITH THE TOWN OF JACKSON PUBLIC SEWAGE COLLECTION AND TREATMENT SYSTEM. MAINTENANCE OF THE SEWER MAINS WITHIN THE SUBDIVISION, OWNED BY THE TOWN, WILL BE THE RESPONSIBILITY OF THE TOWN OF JACKSON.

HIDDEN HOLLOW SUBDIVISION WILL CONNECT WITH THE TOWN OF JACKSON PUBLIC WATER TREATMENT, SUPPLY AND DISTRIBUTION SYSTEM. MAINTENANCE OF THE WATER MAINS WITHIN THE SUBDIVISION, OWNED BY THE TOWN, WILL BE THE RESPONSIBILITY OF THE TOWN OF JACKSON.

NO PUBLIC MAINTENANCE OF ANY STREETS AND ROADS OF THIS SUBDIVISION.

NO PUBLIC MAINTENANCE OF STORMWATER COLLECTIONS AND TREATMENT SYSTEMS.

THE TOWN OF JACKSON SHALL BE ALLOWED FULL USE OF THE STORM SEWER, ROADS, CURB, GUTTER, AND ALL OF LOT 21 (COMMON LOT) FOR THE PURPOSES OF DEWATERING ACTIVITIES DURING CONSTRUCTION, MAINTENANCE, AND REPAIR OF THE UTILITIES WITHIN HIDDEN HOLLOW THAT ARE OWNED BY THE TOWN OF JACKSON.

A PORTION OF THE FOREGOING SUBDIVISION LIES WITHIN SPECIAL FLOOD HAZARD AREA (SFHA), ZONE A, SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD. REFER TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP 56039C2907D REVISED SEPTEMBER 16, 2015.

THE HIDDEN HOLLOW FIRST ADDITION TO THE TOWN OF JACKSON SUBDIVISION IS SUBJECT TO DELINEATED WETLANDS ON THE PROPERTY AS NOTED BY DEPARTMENT OF THE ARMY CORPS OF ENGINEERS, OMAHA DISTRICT, WYOMING REGULATORY OFFICE ON APRIL 9, 2015.

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE

=WATER RIGHTS NOTES=

SELLER DOES NOT WARRANT TO PURCHASER THAT THE PURCHASER SHALL HAVE ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM OR RIVER WITHIN OR ADJACENT TO THE PROPOSED SUBDIVISION.

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER FOR PERSONS LIVING ON THE BANKS OF A STREAM OR RIVER.

WATER RIGHTS MAY BE ALTERED OVER TIME, FOR INFORMATION ON WATER RIGHTS APPURTENANT TO THE LANDS OF THIS SUBDIVISION AFTER THE DATE OF RECORDATION OF THIS PLAT REFER TO THE RECORDS OF THE WYOMING STATE ENGINEER'S OFFICE.

ACCORDING TO A RECENT SEARCH OF THE RECORDS OF THE WYOMING STATE ENGINEER'S OFFICE THERE ARE NO SURFACE WATER RIGHTS APPURTENANT TO THIS SUBDIVISION.

CERTIFICATE OF OWNER

State of ~~Wyoming~~ Idaho JH)
County of ~~Teton~~ Bonneville) SS
JH)

The undersigned, acting for and on behalf of, the owner and proprietor of the lands described in the Certificate of Surveyor and illustrated on Sheet 2 of this plat, do hereby certify;

that the name of the subdivision shall be HIDDEN HOLLOW FIRST ADDITION TO THE TOWN OF JACKSON;

that the lands contained within said HIDDEN HOLLOW FIRST ADDITION TO THE TOWN OF JACKSON, more particularly described in the Certificate of Surveyor hereon, are hereby subdivided and that the foregoing subdivision of said lands as shown on this plat is with the free consent and in accordance with the desires of said owner;

that the foregoing subdivision is in accordance with, and SUBJECT TO the terms and conditions of the Planned Unit Development Plan P16–079 and P16–080 as approved by the Town Council on the 1st day of December, 2016 and subsequent amendments thereto;

that this subdivision is subject to that Master Plan on file at the Town of Jackson Planning Department and Approved by the Town Council on the 6th day of February, 2016 and going into effect on 8th day of February, 2016 under Ordinances 1167 and 1168;

that this subdivision is subject to that Development Agreement between Hansen & Hansen, LLP, and the Town Of Jackson, recorded as Document No. 0931258 in the Office of County Clerk for Teton County, Wyoming;

that this subdivision is subject to that Subdivision Improvement Agreement between Hansen & Hansen, LLP, and the Town Of Jackson, to be recorded contemporaneously with this Plat;

that this subdivision is subject to those easements, covenants, conditions and restrictions granted and/or declared pursuant to that certain Declaration of Covenants, Conditions, and Restrictions for Hidden Hollow First Addition to the Town of Jackson recorded contemporaneously with this Plat;

that Hansen & Hansen, LLP reserves for itself and its heirs, successors and assigns the right to grant unto other parties nonexclusive easements for any purposes its deems necessary in the rights of way of the roads and the utility or other easements shown on this plat, as may be amended by the terms of the third party documents that created such easements, within the foregoing subdivision, provided that such future grants shall not cause unreasonable interference with use under prior easement grants; and further reserves the right to amend, modify and/or relocate all easements created by or referenced on this plat; by accepting a deed to any Lot and/or Condominium Unit of the foregoing subdivision, an owner acknowledges that Declarant's reserved rights set forth in the paragraph, and expressly consents hereto to any such grant or amendment and hereby provides that such party is not an abridged or affected party and hereby grants a power of attorney to Hansen and Hansen, LLP for purposes of acknowledging consent to any action required to accomplish said grant or amendment, including but not limited to a partial vacation of Plat;

that Hansen & Hansen, LLP hereby reserves unto itself, its heirs successors and assigns, the right to vacate and replat Lots 14–21 of the foregoing subdivision; by accepting a deed to any lot and/or condominium unit of the foregoing subdivision, an Owner acknowledges the Declarant's reserved rights set forth in this paragraph, and expressly consents hereto to any such vacation and replat of Lots 14–21, or any portion thereof, and hereby grants a power of attorney to the foregoing described entities for the purposes of acknowledging consent to any such vacation and replat of Lots 14–21, or any portion thereof, and for the completion of any other action required by the Town of Jackson for the vacation and replat of such Lot or Lots, including but not limited to the modification of any common area and/or the conveyance of any access, snow storage and utility easements in, under, over and across the common area and/or other Lots of the foregoing subdivision;

that Hidden Hollow Drive is a private road that will be owned and maintained by the Hidden Hollow Owners Association and the Town of Jackson shall be under no obligation to construct, maintain or repair said road;

that the geothermal system within the foregoing subdivision shall be private and shall be owned and maintained by the Hidden Hollow Owners Association and the Town of Jackson shall be under no obligation to construct, maintain or repair said system;

that Lots 1, 2 & 3 are subject to and benefit from that certain Declaration of Driveway Access Easement, Utility Easement and Cost Sharing Covenant to be recorded contemporaneously with this Plat and described therein as 0.10 Acre Driveway and Utility Easement, and depicted hereon Sheet 2;

that the Town Of Jackson will own and maintain the water and sewer mains and appurtenances within the foregoing subdivision, and within the easement shown on Sheet 2;

that this subdivision is SUBJECT TO the following instruments of record in the Office the Clerk of Teton County, Wyoming:

the terms, conditions, easements and reservations contained in that Quitclaim Deed in Book 910 of Photo, Pages 186–191;

that electrical distribution easement recorded in Book 910 of Photo, Pages 192–196;

that easement agreement recorded in Book 910 of Photo, Pages 201–205;

that grant of easement recorded in Book 910 of Photo, Pages 206–208;

that drainage easement recorded in Book 910 of Photo, Pages 938–941;

that sanitary sewer easement recorded in Book 910 of Photo, Pages 942–945;

that this subdivision is SUBJECT TO the following:

that variable width sewer and water utility easement granted by separate instrument recorded contemporaneously with this Plat as depicted on Sheet 2;

that 5' LVE Gasline Easement granted by separate instrument recorded contemporaneously with this Plat as depicted on Sheet 2;

those 6' and 11' pathway easements granted to the Town of Jackson for the benefit of the public pursuant to that certain Pathway Access Easement and Agreement recorded contemporaneously with this Plat as depicted on Sheet 2;

that this subdivision is subject to those certain non–exclusive easements in, on, over, across and through said Common Area Lot 21 of the forgoing subdivision, as amended, to the benefit of the Town of Jackson, and its successors and assigns, for emergency vehicles including ambulance, firefighting vehicles and police vehicles and for access to the Town's utilities within the foregoing subdivision for purposes of maintenance, repair and replacement thereof pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Hidden Hollow First Addition to the Town of Jackson recorded the same date hereof and pursuant to that certain Access and Utility Easement recorded the same date hereof.

that this subdivision is subject to that certain non–exclusive temporary right–of–way and utility easement in, on, over, across and through said Lot 22 of the foregoing subdivision, as amended, to the benefit of the Town of Jackson, and its successors and assigns, for purposes of temporary access for the public and for access to the Town's utilities within the foregoing subdivision for purposes of maintenance, repair and replacement thereof pursuant to that certain Temporary Access and Utility Easement recorded the same date hereto, said temporary easement to terminate upon the dedication and conveyance of Lot 22 and the utility infrastructure set forth therein to the Town of Jackson upon completion of said utility and roadway improvements.

that this subdivision is subject to affordable housing mitigation requirements as set forth in the Hidden Hollow Planned Unit Development Master Plan, as amended.

that according to information provided by a recent search of the records of the State Engineer's Office, no surface water rights are appurtenant to the lands of the foregoing subdivision; ground water rights are appurtenant to the lands of the foregoing subdivision under the permits for wells associated with the Town of Jackson water supply system located on other properties; those ground water rights will be retained;

that all rights under the Homestead Exemption Laws of the State of Wyoming are hereby waived and released;

Hansen & Hansen, LLP
an Idaho limited liability partnership

C. James Hansen, Partner

The foregoing instrument was acknowledged before me by C. James Hansen, Partner of Hansen & Hansen, LLP, an Idaho limited liability partnership, this 17 day of July, 2018.

WITNESS my hand and official seal.

JAKE HANSEN Notary Public State of Idaho

Notary Public
My commission expires:
April 30, 2024

JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

CERTIFICATE OF ENGINEER

State of Wyoming)
) SS
County of Teton)

I, Jeffrey Bates, of Jackson, Wyoming, do hereby certify that I am a licensed Wyoming Engineer, and affirm that the water distribution and sewage collection system designed to serve the foregoing subdivision was designed to meet all applicable Town of Jackson, County, State, and Federal requirements, and that said system will be adequate and safe, provided that said system are constructed as designed and operated correctly.

Professional Engineer (Civil) JEFFREY D. BATES 6388 Date 7/17/18 WYOMING

Jeffrey Bates Wyoming PE 6388

The foregoing instrument was acknowledged before me by Jeffrey Bates this 17 day of July, 2018.

WITNESS my hand and official seal.

J. MARLENE WILSON - NOTARY PUBLIC County of Teton State of Wyoming My Commission Expires 03/26/19

Notary Public
My commission expires: 03/26/19

CERTIFICATE OF APPROVAL

State of Wyoming)
County of Teton) S.S.
Town of Jackson)

Pursuant to, and in accordance with Section 15–1–415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, HIDDEN HOLLOW FIRST ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the 18 day of June, 2018.

ATTEST:

Sandra P. Birdyshaw, Town Clerk

TOWN OF JACKSON

Pete Muldoon, Mayor

Brian T. Lenz, Engineer

Tyler Sinclair, Planning Director

TIFFANY STOLTE – NOTARY PUBLIC COUNTY OF TETON STATE OF WYOMING My Commission Expires April 08, 2020

The foregoing instrument was acknowledged before me by Pete Muldoon, Mayor, this 23 day of July 2018.

WITNESS my hand and official seal.

SHELLIE S ARELLANO - NOTARY PUBLIC COUNTY OF TETON STATE OF WYOMING MY COMMISSION EXPIRES 5-2-20

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Sandra P. Birdyshaw, Town Clerk, this 23 day of July 2018.

WITNESS my hand and official seal.

TIFFANY STOLTE – NOTARY PUBLIC COUNTY OF TETON STATE OF WYOMING My Commission Expires April 08, 2020

SHELLIE S ARELLANO - NOTARY PUBLIC COUNTY OF TETON STATE OF WYOMING MY COMMISSION EXPIRES 5-2-20

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Brian T. Lenz, Town Engineer, this 20 day of July 2018.

WITNESS my hand and official seal.

TIFFANY STOLTE – NOTARY PUBLIC COUNTY OF TETON STATE OF WYOMING My Commission Expires April 08, 2020

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Tyler Sinclair, Planning director, this 20 day of July 2018.

WITNESS my hand and official seal.

TIFFANY STOLTE – NOTARY PUBLIC COUNTY OF TETON STATE OF WYOMING My Commission Expires April 08, 2020

Notary Public
My commission expires:

INITIAL SUBMITTAL DATE: March 7, 2018
REVISION DATE: June 15, 2018

GRANTOR: HANSEN & HANSEN LLP
GRANTEE: THE PUBLIC PLAT #1389
Doc 0953516 Filed At 14:59 ON 07/25/18
Sherry L. Daigle Teton County Clerk fees: 87.00
By Mary D Antrobus Deputy

LAND USE SUMMARY

TOTAL AREA: 10.00± Acres

22 TOTAL LOTS:
13 Single–family Residential (Lots 1–13)
7 Lots Reserved for Future Development (Lots 14–20)
1 Common Area Road Lot (Lot 21)
1 Road Lot (Lot 22)

SURVEYOR & ENGINEER

Jorgensen Associates, P.C.
P.O. Box 9550
Jackson, WY 83002
307–733–5150

OWNER & SUBDIVIDER

Hansen & Hansen, LLP
P.O. Box 50106
Idaho Falls, Idaho 43405

HIDDEN HOLLOW 1ST ADDITION TO THE TOWN OF JACKSON

LOCATED WITHIN THE NW1/4 SW1/4 Section 27 T41N, R116W, 6th P.M. Teton County, Wyoming Sheet 1 of 2

1389

PREPARED BY: YL MAP PREPARED: 07/16/2018 PROJECT NUMBER: 16016.03

L:\2016\16016 Hidden Hollow\00 Final Plat\ACAD\16016_03_FP Hidden Hollow First Addition.dwg

LEGEND

- Certified Land Corner of Record, monument below surface in water valve box
- 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 2012 PLS 7049" with other appropriate markings, found this survey
- 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 1985 RLS 164" with other appropriate markings, found this survey
- 3" diameter brass cap inscribed "PE&LS 578" with other appropriate markings, found this survey. NOTE: "WC" indicates witness corner--see detail
- 3-1/4" diameter brass cap inscribed "1967 RLS 164" with other appropriate markings, found this survey
- 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 8469" found this survey
- 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 8469" to be set

S89°55'57"E 320.51' — measured bearing & distance or curve geometry
(S89°56'20"W) (149.88') — record bearing & distance or curve geometry
S89°26'38"E 550.31' — measured bearing & distance or curve geometry for Platted lots
boundary, this subdivision
property adjoining this subdivision
lot of this subdivision
easement as noted
easement granted by separate instrument recorded contemporaneously with Plat

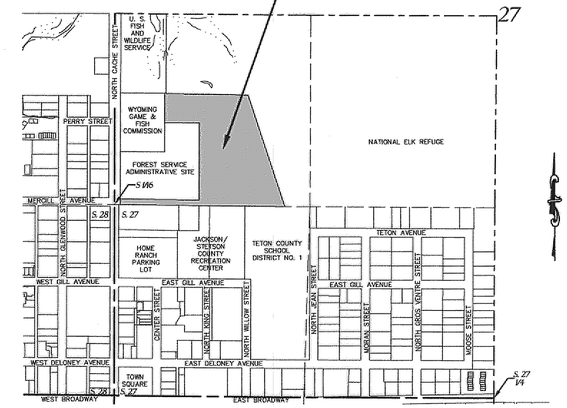
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N71°26'18"W	11.19
L2	N12°38'52"W	6.00
L3	N12°38'52"W	20.99
L4	N09°27'54"W	18.18
L5	N40°32'43"E	10.13
L6	N89°39'38"W	31.04
L7	N89°39'38"W	31.04
L8	N09°27'54"W	64.50
L9	N12°38'52"W	26.99
L10	N61°05'00"E	2.50

LINE TABLE		
LINE	BEARING	DISTANCE
L11	N70°20'24"E	8.20
L12	S10°20'59"E	16.20
L13	N10°20'59"W	16.20
L14	S00°20'24"W	121.07
L15	S00°20'24"W	16.96
L16	N00°20'24"E	16.96
L17	N78°31'13"E	35.46
L18	S89°23'53"E	11.55
L19	S45°20'24"E	13.98
L20	N89°23'53"W	43.44

LINE TABLE		
LINE	BEARING	DISTANCE
L21	S00°20'24"W	32.27
L22	N00°20'24"E	30.25
L23	N09°33'55"W	23.96
L24	N58°12'54"W	25.45
L25	N05°26'33"W	8.71
L26	N19°52'57"E	21.38
L27	S27°02'46"E	34.46
L28	N26°01'21"E	39.36
L29	N89°23'53"W	28.47

Curve Table						
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT
C1	167.65	163.50	58°45'02"	N16°43'39"E	160.40	92.03
C2	129.19	163.50	45°16'27"	N23°27'56"E	125.86	68.18
C3	38.46	163.50	13°28'35"	N5°54'35"W	38.37	19.32
C4	55.00	990.00	3°10'59"	N11°03'23"W	54.99	27.51
C5	26.20	990.00	1°30'58"	N11°53'23"W	26.20	13.10
C6	28.80	990.00	1°40'00"	N10°17'54"W	28.80	14.40
C7	187.91	553.50	19°27'06"	N19°11'27"W	187.01	94.87
C8	45.33	553.50	4°41'33"	N11°48'40"W	45.32	22.68
C9	42.77	553.50	4°25'37"	N16°22'15"W	42.76	21.39
C10	44.07	553.50	4°33'44"	N20°51'56"W	44.06	22.05
C11	43.81	553.50	4°32'05"	N25°24'50"W	43.79	21.91
C12	11.93	553.50	1°14'07"	N28°17'56"W	11.93	5.97
C13	71.70	137.00	29°59'05"	N43°54'33"W	70.88	36.69
C14	30.58	137.00	12°47'19"	N35°18'39"W	30.52	15.35
C15	41.12	137.00	17°11'47"	N50°18'12"W	40.96	20.71
C16	94.55	80.00	67°42'48"	N68°55'56"W	89.14	53.67
C17	61.92	65.00	54°35'04"	N62°22'06"W	59.61	33.54
C18	62.88	62.50	57°38'39"	S61°31'03"W	60.26	34.39
C19	125.56	62.50	115°06'13"	S24°51'23"E	105.48	98.30
C20	188.26	72.50	148°46'44"	S15°57'01"W	139.65	259.48
C21	71.45	75.00	54°35'04"	N62°22'06"W	68.78	38.70

Curve Table						
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT
C22	85.02	70.00	69°35'18"	S69°52'11"E	79.89	48.64
C23	188.73	147.00	73°33'40"	N65°41'50"W	176.03	109.89
C24	191.31	563.50	19°27'06"	N19°11'27"W	190.39	96.58
C25	54.44	980.00	3°10'59"	N11°03'23"W	54.43	27.23
C26	173.18	168.80	58°46'52"	N15°52'22"E	165.68	95.08
C27	5.27	173.50	1°44'23"	N45°15'48"E	5.27	2.63
C28	64.74	99.50	37°16'53"	N47°33'27"W	63.61	33.56
C29	45.82	513.50	5°06'45"	N26°21'37"W	45.81	22.93
C30	6.06	14.50	23°57'13"	S22°19'35"E	6.02	3.08
C31	74.50	53.50	79°47'19"	S50°14'38"E	68.63	44.72
C32	37.13	26.50	80°16'33"	N50°29'15"W	34.17	22.35
C33	6.79	14.50	26°50'00"	N3°04'01"E	6.73	3.46
C34	88.48	513.52	9°52'20"	N14°24'04"W	88.37	44.35
C35	57.22	1030.00	3°10'59"	N11°03'23"W	57.21	28.62
C36	13.14	14.50	51°55'44"	S29°32'07"E	12.70	7.06
C37	5.90	86.50	3°54'39"	S1°36'56"E	5.90	2.95
C38	13.98	113.50	7°03'33"	N3°11'22"W	13.97	7.00
C39	11.05	14.50	43°40'16"	N15°06'59"E	10.79	5.81
C40	3.53	14.50	13°57'59"	S6°38'35"E	3.53	1.78
C41	5.53	14.50	21°50'27"	N11°15'38"E	5.49	2.80



VICINITY MAP

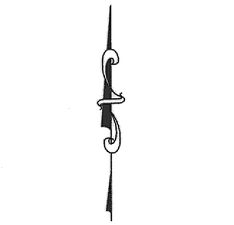
SHOWING PARTS OF
Section 27 AND SECTION 28
T41N, R116W, 6th P.M.
SCALE 1"=500'

NOTES

This survey was conducted during April through July 2016 and prepared under the direction of Kenneth G. Magrath, Wyoming PLS 8469.

The BASIS OF BEARING for this survey is N89°23'53"W on the south boundary of the subject property between found monuments as depicted hereon.

Lots 14–20 reserved for future development pursuant to Planned Unit Development Plan P16–079 and P16–080 as approved by the Town Council on the 1st day of December, 2016, and all amendments thereto.



HIDDEN HOLLOW 1ST ADDITION TO THE TOWN OF JACKSON

LOCATED WITHIN THE
NW1/4 SW1/4 Section 27
T41N, R116W, 6th P.M.
Teton County, Wyoming
Sheet 2 of 2

1389

JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

PREPARED BY: YL MAP PREPARED: 06/15/2018 PROJECT NUMBER: 16016.03

Jackson Hole News&Guide

Public NOTICES

What is a Public Notice?

These pages include a variety of notices required by Town, County and State statutes and regulations. These notices include Meeting Agendas, proposed city and county ordinances, tax and budget information, Liquor Licenses, foreclosures, summonses and bid invitations.

How to place a Public Notice

Jackson Hole News&Guide • PO Box 7445
Jackson, WY 83002 • (307) 733-2047

Rate: $9.80 per column inch

Preferred Method of Submission is via Email in a Word/Text document to Legals@jhnewsandguide.com. Legals submitted via hard copy or PDF will be charged a typsetting fee of $10.00 per typed page

LEGAL DEADLINE: THURSDAY AT 3:00 PM

June 03, 2020

TETON COUNTY DIVISION OFFICES

• PUBLIC NOTICE •

NOTICE OF PUBLIC REVIEW
TETON COUNTY PLANNING COMMISSION MEETING
Monday, June 22, 2020

Notice is hereby given that a Public Hearing will be held by the Teton County PLANNING COMMISSION for the purpose of considering the applications listed below pursuant to the Wyoming State Statutes, Sections 16-3-101, et. seq. 18-5-201, et. seq. and 18-5-301, et. seq. as applicable. The Public Hearing will be held in the Commissioners Meeting Room of the Teton County Administration Building at 200 S. Willow Street in Jackson, Wyoming on Monday, June 22, 2020, in their regular meeting which begins at 06:00 PM. Information regarding the applications listed below may be obtained from the Teton County Planning and Development Department, Monday through Friday, 8:00 AM to 5:00 PM, telephone 307-733-3959.

1. Applicant: HARRIS, SCOTT
Permit No.: CUP2020-0001
Request: Conditional Use Permit pursuant to Section 8.4.2 of the Teton County Land Development Regulations, to permit a paragliding landing zone.
Location: Teton County Village Exaction Parcel, bordering State Highway 390 and accessed from Apres Vous Road. The property is zoned Public/Semi-Public and is located within the Scenic Resources Overlay.

Publish: 06/03/20

• CONTINUED PUBLICATIONS •

Request for Proposal

Teton County Datacenter
General Service Building
185 S Willow Street
Jackson, Wyoming

Teton County, Wyoming, is soliciting proposals on the Public Purchase website up to but not later than 1:30 pm MT on June 18, 2020 for the Teton County Datacenter Project.

In order to maintain social distancing, walk-thrus will be done individually by appointment. Email pcote@tetoncountywy.gov to make appointments. A conference is mandatory.

RFP/RFQ packages may be obtained online at the Public Purchase website, http://www.publicpurchase.com. Vendors must complete the free registration on the Public Purchase site. Instructions for submittals are available on the Teton County website at Departments/General Services/Purchasing at http://www.tetoncountywy.gov/1951/Purchasing. Proposals are to be submitted on that same website. Proposals will be opened upon release by Public Purchase immediately after closing at the Teton County Facilities Maintenance Division office at 185 South Willow, Jackson, WY. The public and interested parties may participate via Zoom meeting. Email pcote@tetoncountywy.gov for an invite.

Teton County reserves the right to reject all proposals and to waive informalities and irregularities in proposals.

Questions are to be posted on the Public Purchase website. All questions and answers will be available to all bidders.

Publish: 05/27, 06/03/20

INVITATION FOR BIDS:

Equipment List & Hourly Rates (E-19-M)
Teton County, Wyoming

Invitation for comprehensive Contractor's Equipment list, Hourly rate and any Fuel Surcharges applicable. Teton County is asking interested Contractors to provide a list of equipment, services and materials available, with a brief description, and hourly rate for each item. Please include complete mailing address, business email address, contact phone numbers, and name of business owner and/or manager. Contractors interested in registering their equipment, services and/or materials shall mail a copy of the above information to Teton County Road & Levee, P.O. Box 9575, Jackson, WY 83002, or deliver to our office at 3190 South Adams Canyon Drive, Jackson, WY, or submit by email to David Gustafson at dgustafson@tetoncountywy.gov. The equipment list and the hourly rates will be valid July 1, 2020 – June 30, 2021. The deadline for accepting qualified bids is 2:00 p.m. Friday June 19, 2020

Publish: 05/27, 06/03, 06/10/20

TOWN OF JACKSON NOTICES

• ORDINANCES •

TOWN ORDINANCE 1253
AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF ORDINANCE NO. 461 (PART), AND CHAPTER 8.34 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON PROHIBITING SMOKING AND ECIGARETTE USAGE IN PUBLIC BUILDINGS AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: SECTION I. Section 1 of Town of Jackson Ordinance No. 461 (part) and Chapter 8.34 Smoking in Public Buildings of the Municipal Code of the Town of Jackson is hereby amended and reenacted to read as follows: CHAPTER 8.34. SMOKING IN PUBLIC FACILITIES PROHIBITED. Sections: 8.34.010 Definition. 8.34.020 Prohibition. 8.34.030 Repealed. 8.34.040 Repealed. 8.34.010 Definition. A. Smoke or smoking means the act of burning any nicotine products, weed, filler or plant of any kind in a cigarette, cigarette paper, cigar, pipe or in any other device whatsoever and/or actively using, inhaling or exhaling any electronic cigarettes, vapor material or flavored tobacco products of any kind. B. Public Facility means any facility, including, but not limited to, buildings, property, recreation areas and public parks which are owned, leased, or otherwise operationally controlled, or wholly funded by the Town of Jackson or the Jackson Hole Airport, with the exception of public sidewalks, public streets, public alleys, or public surface parking lots. (Ord. 1253 §1, 2020; Ord. 461 § 1 (part), 1993.) 8.34.020 Prohibition. A.It shall be unlawful to smoke or carry lighted nicotine products, electronic cigarettes, vapor material or flavored tobacco products in any form in any Public Facilities of the Town of Jackson or the Jackson Hole Airport, including but not limited to all interior spaces, courtyards, atriums, balconies, and bus stops. B. Smoking nicotine products, electronic cigarettes, vapor material or flavored tobacco products is prohibited within 25 feet of all doorways, outdoor air intakes, and operable windows of Public Facilities. C. Smoking nicotine products, electronic cigarettes, vapor material or flavored tobacco products is prohibited in all outdoor seating areas, picnic tables, patios and foot paths of Public Facilities, even if beyond the 25-foot limit. (Ord. 1253 §1; Ord. 461 § 1 (part), 1993.) 8.34.030 Repealed. (Ord. 1253 §1; Ord. 461 § 1 (part), 1993.) 8.34.040 Repealed. (Ord. 1253 §1; Ord. 461 § 1 (part), 1993.) 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. Dated this May 28, 2020 S.Birdyshaw, Town Clerk.

Publish: 06/03/20

TOWN ORDINANCE 1254
AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 313, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 325, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 413, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 633, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 706, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 803, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 886, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 899, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 990, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1057, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1101, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1171 AND SECTION 15.20.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON BY CHANGING THE VERSION OF THE NATIONAL ELECTRICAL CODE ADOPTED BY REFERENCE FROM THE 2017 EDITION TO THE 2020 EDITION, WITH CERTAIN AMENDMENTS AND FOR ALLOWING ELECTRICAL PERMIT FEES TO BE SET BY RESOLUTION OF THE TOWN COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED, THAT: SECTION I. Section 2 of Town of Jackson Ordinance No. 313, Section 1 of Town of Jackson Ordinance No. 325, Section 1 of Town of Jackson Ordinance No. 413, Section 1 of Town of Jackson Ordinance No. 633, Section 1 of Town of Jackson Ordinance No. 706, Section 1 of Town of Jackson Ordinance No. 803, Section 1 of Town of Jackson Ordinance No. 886, Section 1 of Town of Jackson Ordinance No. 899, Section 1 of Town of Jackson Ordinance No. 990, Section 1 of Town of Jackson Ordinance No. 1057, Section 1 of Town of Jackson Ordinance No. 1101, Section 1 of Town of Jackson Ordinance No. 1171 and Section 15.20.010 of the Municipal Code of the Town Of Jackson are hereby amended and reenacted to read as follows: 15.20.010 Adoption of the National Electrical Code. A. The National Electrical Code, including Tables, Appendices and Uniform Administrative Code Provisions, by references, 2020 Edition, NFPA 70 (a document of the National Fire Protection Association, Inc.) with the following amendments: 1. ARTICLE 230, Services, SECTION VI, Service Equipment – Disconnecting Means, SUBSECTION 230.7, (A), (1) Readily Accessible Location, replace with: The service disconnecting means shall be installed outside of the building or structure at a readily accessible location. Exception: Services of 300 amp or less with line to line meter sockets with the service disconnect directly behind the meter base and connected to the meter base with rigid conduit are allowed to have service disconnect inside the building. Feeders to other buildings or structures are required to have a disconnect on the exterior. ARTICLE 250, Grounding, SECTION III, Grounding Electrode System and Grounding Electrode Conductor, SUBSECTION 250.52, (A), (3) Concrete-Encased Electrode, Add sentence: All services over 200 amperes in size shall have at least 20 ft in length of bare copper conductor sized in accordance with Table 250-66 installed in the foundation footers and with enough length added to connect in the main disconnect. 3. ARTICLE 300, Wiring Methods, SECTION I, General Requirements, SUBSECTION 300.1, Scope, SUBSECTION (A) All Wiring Installations, Add: All electrical wiring installed in buildings, structures or premises designed using the International Building Code located in Teton County shall be installed in accordance with the following wiring methods: 1.Article 320, Armored Cable: Type AC. 2. Article 330, Metal-Clad Cable: Type MC 3. Article 332, Mineral-Insulated, Metal-Sheathed Cable: Type MI. 4. Article 342, Intermediate Metal Conduit: Type IMC. 5. Article 344, Rigid Metal Conduit, Type RMC 6. Article 348, Flexible Metal Conduit, Type FMC. 7. Article 350, Liquid-tight Flexible Metal Conduit: Type LFMC. 8. Article 358, Electrical metallic Tubing: Type EMT. Electrical Fee Schedule:

Valuation of Electrical Work			Fee
1.00	to	500.00	27.23
500.01	to	600.00	30.75
600.01	to	700.00	34.32
700.01	to	800.00	37.84
800.01	to	900.00	41.36
900.01	to	1,000.00	44.94
1,000.01	to	1,100.00	48.46
1,100.01	to	1,200.00	51.98
1,200.01	to	1,300.00	55.55
1,300.01	to	1,400.00	59.07
1,400.01	to	1,500.00	62.59
1,500.01	to	1,600.00	66.17
1,600.01	to	1,700.00	69.69
1,700.01	to	1,800.00	73.21
1,800.01	to	1,900.00	76.78
19,00.01	to	2,000.00	80.30
2,000.01	to	3,000.00	90.86
3,000.01	to	4,000.00	105.00
4,000.01	to	5,000.00	119.13
5,000.01	to	6,000.00	133.32
6,000.01	to	7,000.00	147.46
7,000.01	to	8,000.00	161.65
8,000.01	to	9,000.00	175.78
9,000.01	to	10,000.00	189.92
10,000.01	to	11,000.00	204.11
11,000.01	to	12,000.00	218.24
12,000.01	to	13,000.00	232.43
13,000.01	to	14,000.00	246.57
14,000.01	to	15,000.00	260.70
15,000.01	to	16,000.00	274.89
16,000.01	to	17,000.00	303.22
17,000.01	to	18,000.00	317.35
18,000.01	to	19,000.00	331.49
19,000.01	to	20,000.00	345.68
20,000.01	to	21,000.00	359.81
21,000.01	to	22,000.00	374.00
22,000.01	to	23,000.00	388.14
23,000.01	to	24,000.00	402.27
24,000.01	to	25,000.00	416.96

25,000.01 to 50,000.00 $416.96 for the first $25,000.00 plus $10.62 for each additional $1,000.00 or fraction thereof, to and including $50,000.00. 50,000.01 to 100,000.00 $682.33 for the first $50,000.00 plus $7.10 for each additional $1,000.00 or fraction thereof, to and including $100,000.00. 100,000.01 and up $1,037.08 for the $100,000.00 plus $5.89 for each additional $1,000.00 or fraction thereof. Temporary Services – a fee of $25.00 will be charged for all temporary services to be connected. 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 take effect from and after the date of its publication following approval and adoption. Dated this May 28, 2020. S. Birdyshaw, Town Clerk.

Publish: 06/03/20

GENERAL PUBLIC NOTICES

• PUBLIC NOTICE •

NOTICE OF BUDGET HEARING
FOR
RAFTER J IMPROVEMENT AND SERVICE DISTRICT

Rafter J Improvement and Service District will conduct a public budget hearing for the 2020-2021 fiscal year at 7:00 p.m. on Monday, June 15, 2020. This hearing will be conducted online. Interested residents within the District are invited to attend and participate virtually. Contact the Rafter J office at 307-733-5262 or office@rafterj.org for online access information. The proposed budget may be obtained online at http://www.rafterj.org/isd-budgets-and-audits/ or from the Rafter J office located at 2951 W. Big Trail Drive, Jackson WY 83001.
Publish: 06/03/20

Public Notice of Comment Period

Teton Conservation District will accept written comments on its draft 2020 - 2025 Long Range Plan beginning Wednesday, May 27, 2020. The comment period will close at 5:00 p.m. on Monday, July 13, 2020.

Go to www.tetonconservation.org/legal-notices to view the draft 2020-2025 Long Range Plan. Hard copies are available on request.

Comments may be submitted by email or mail to info@tetonconservation.org or PO Box 1070, Jackson WY 83001.
Publish: 06/03, 06/10/20

The Jackson Hole Airport Board approved a Notice of Proposed Rulemaking for changes to its Ground Transportation Rule at its May 21, 2020 meeting. The Board is accepting public comment for 45 days and will hold a public hearing on its proposed adoption of the amended Ground Transportation Rules on July 15, 2020, commencing at 8:30 a.m. in the Board Room at the Jackson Hole Airport. Further information and a copy of the proposed Ground Transportation Rule amendments may be obtained by calling (307) 733-7682 or e-mailing dustin.havel@jhairport.org. The proposed Rules amendments are also posted on the Airport's website at www.JacksonHoleAirprot.com, under "About JAC" and "Reports & Records."
Publish: 06/03, 06/10/20

• CONTINUED PUBLICATIONS •

STATE OF WYOMING)
) ss.
COUNTY OF Teton)

IN THE DISTRICT COURT
9TH JUDICIAL DISTRICT

IN THE MATTER OF THE CHANGE OF NAME OF
Christy Clare Kadue
Petitioner

Civil Action Case No. 18229

FILED
TETON COUNTY, WYOMING
2020 MAY 12 PM 2:01
CLERK OF DIS RICT COURT

NOTICE OF PUBLICATION

You are hereby notified that a *Petition For Change of Name*, Civil Action No. 18229, has been filed on behalf of (current full name) Christy Clare Kadue in the Wyoming District Court for the 9TH Judicial District, whose address is (address of District Court) 180 S King St, Jackson, WY 83001, the object and prayer of which is to change the name of the above-named person from Christy Clare Kadue to Chris Clare Kadue.
(current full name) (desired full name)

Any objection must be filed with the District Court within 30 days following the last date of publication of this notice, or an *Order Granting Name Change* may be granted without further notice.

DATED this 12th day of May, 20 20

BY CLERK OF COURT:
Clerk of District Court / Deputy

Publish: 05/27, 06/03, 06/10, 06/17/20

IN THE DISTRICT COURT OF THE STATE OF WYOMING
IN AND FOR THE COUNTY OF TETON
NINTH JUDICIAL DISTRICT

In Re. the Matter of the Estate of:

ANDREW McCLURE WRIGHT,

Deceased.

Probate No.: 3332

NOTICE OF FILING OF PETITION FOR ANCILLARY ADMINISTRATION OF NONRESIDENT ESTATE

You are hereby notified that a Petition for Ancillary Administration of Nonresident Estate has been filed with respect to Andrew McClure Wright (the "Decedent"), in the above captioned action in accordance with Wyo. Stat. § 2-11-201. Any person wishing to object to the contents of the foregoing Petition must do so in writing, in the above captioned action, within thirty (30) days from the date when this Notice is first published in a newspaper of general circulation in Teton County, Wyoming. If no objections are filed within said thirty (30) day period, then the Petitioner will seek to have the above captioned Court enter an Order admitting the Decedent's original probate proceedings as a probate of the Decedent's Wyoming probate assets.

Respectfully submitted this May 20, 2020.

Katherine Spencer Zelazny, WYSB 6-2802,
Geittmann Larson Swift LLP
155 East Pearl Street, Suite 200
P.O. Box 1226
Jackson, Wyoming 83001
(307) 733-3923 – voice
Publish: 05/27, 06/03, 06/10/20

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes that Hidden Hollow, LLC intends to apply for a permit to subdivide in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at 733-0440 for scheduled meeting dates. The proposed subdivision will contain 20 Townhome lots and will recorded in up to two different plats. The project is located on approximately 1.42 acres, and is described as Lots 16, 17, 18 and 20 of the Hidden Hollow 1st Addition to the Town of Jackson, located within the NW1/4 SW1/4 of Section 27, Township 41N, Range 116W. The street addresses of said lots 16, 17, 18 and 20 are 424, 410, 404, and 306 Hidden Hollow Drive, Jackson, WY 83001, respectively. The names of the proposed subdivisions are Hidden Hollow 2nd Addition to the Town of Jackson and Hidden Hollow 3rd Addition to the Town of Jackson.
Publish: 05/20, 05/27, 06/03, 06/10/20

NOTICE OF MORTGAGE FORECLOSURE
BY ADVERTISEMENT AND SALE

You are hereby notified that Bank of Jackson Hole ("Lender") intends to foreclose upon the below described mortgage granted and given to Lender by Heinz Munz and Babs Munz, then husband and wife, on April 25, 2014 and recorded in the Office of the Teton County Clerk, Teton County, Wyoming, on April 25, 2014 as Document No. 0856920 at book 867, Page 1093-1098 ("Mortgage").

The Mortgage burdens real property located in Teton County, Wyoming, described as follows:

Lot 7 of Deer Creek Heights Subdivision, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on October 1, 1974 as Plat No. 250

PIDN 22-39-16-34-1-06-003

Together with all improvements situated thereon and all fixtures and appurtenances thereto (collectively "Property").

The Mortgage secures that certain Promissory Note dated April 25, 2014 given by Heinz Munz and Babs Munz, then husband and wife, to Lender in the original principal amount of $500,000.00, as modified by that certain Change in Terms Agreement, dated April 25, 2019 (collectively "Promissory Note").

The Promissory Note is now due and payable in full. Lender, as holder of the Promissory Note and Mortgage, has elected to declare the entire balance due and payable and to exercise its power to foreclose the Mortgage by advertisement and sale as provided in the Mortgage and under applicable law.

No suit or proceeding has been instituted at law to recover the debt secured by the Mortgage, or any part thereof.

Therefore, take notice that, pursuant to the terms of the Mortgage and laws of the State of Wyoming, the Mortgage will be foreclosed and the Property will be sold for cash at public auction by the Teton County Sheriff on Thursday, June 18, 2020, at the hour of 10:00 o'clock a.m. inside the front door of the Teton County Courthouse, 180 South King, Jackson, Wyoming. All bids will be considered and Lender is entitled to attend the foreclosure sale and bid on the Property.

The amount due and owing to Lender as of the first date of publication of this notice is $466,873.72, together with attorneys' fees and foreclosure costs and expenses. The proceeds of the foreclosure sale will be applied to the following: outstanding principle - $450,590.12; outstanding interest - $2,732.06; outstanding secondary interest - $13,534.62; and release fees - $17.00. Interest continues to accrue at $55.40042 per day. Plus additional attorney's fees, foreclosure costs and expenses.

The property being foreclosed on may be subject to other liens and encumbrances that will not be extinguished at the sale and any prospective purchaser should research the status of title before submitting a bid.

DATED May 7, 2020

BANK OF JACKSON HOLE
Publish: 05/13, 05/20, 05/27, 06/03/20

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Jackson Hole News&Guide

Plotted by YLenz on Jun 15, 2020 - 2:29pm

CERTIFICATE OF SURVEYOR

State of Wyoming)
) SS
County of Teton)

I, Kenneth G. Magrath, a Wyoming Professional Land Surveyor, employed by Jorgensen Associates, P.C. of Jackson, Wyoming hereby certify that this plat was made from data obtained during field surveys performed by Jonathan H. Patterson, Wyoming PLS 13629, under my direction from June 2016 to June 2020 and from records in the Office of the Clerk of Teton County, Wyoming;

that this plat correctly represents HIDDEN HOLLOW 2ND ADDITION TO THE TOWN OF JACKSON, the boundary of which is IDENTICAL to the following described lands:

LOTS 16, 17, 18 & 20 of Hidden Hollow 1st Addition To The Town of Jackson, a subdivision of record as Plat 1389 in the Office of County Clerk for Teton County, Wyoming, said lands lying within the NW1/4 SW1/4 of Section 27, Township 41 North, Range 116 West, 6th P.M.

The above-described lands contain an area of 1.41 acres, more or less;

HIDDEN HOLLOW 2ND ADDITION TO THE TOWN OF JACKSON being SUBJECT TO and/or having the use and benefit of easements, rights-of-way, covenants, conditions, restrictions, reservations, agreements, and encumbrances as called for in the Certificate of Owner and/or as shown on any or all sheets of this plat.

Professional Land Surveyor
KENNETH G. MAGRATH
8469
Date
WYOMING

Kenneth G. Magrath
Wyoming PLS 8469

The foregoing instrument was acknowledged before me by Kenneth G. Magrath this ___ day of _____ 2020.

WITNESS my hand and official seal.

Notary Public
My commission expires:

ACKNOWLEDGEMENT OF MORTGAGEE

MORTGAGE DATED JULY 11, 2019, TO SECURE AN ORIGINAL INDEBTEDNESS OF $10,211,500.00, AND ANY OTHER AMOUNTS AND/OR OBLIGATIONS SECURED THEREBY. RECORDED: JULY 16, 2019, IN DOC 0973541 MORTGAGOR: HIDDEN HOLLOW, LLC, A WYOMING LIMITED LIABILITY COMPANY. MORTGAGEE: ZIONS BANCORPORATION, N.A. DBA ZIONS FIRST NATIONAL BANK

MORTGAGE DATED JULY 30, 2019, TO SECURE AN ORIGINAL INDEBTEDNESS OF $35,200,000.00, AND ANY OTHER AMOUNTS AND/OR OBLIGATIONS SECURED THEREBY. RECORDED: JULY 30, 2019, IN DOC 0974356 MORTGAGOR: HIDDEN HOLLOW, LLC, A WYOMING LIMITED LIABILITY COMPANY. MORTGAGEE: ZIONS BANCORPORATION, N.A. DBA ZIONS FIRST NATIONAL BANK

Signature by separate affidavit recorded with this plat on the Same date.

NOTES

THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISION EXCEPT AS PERMITTED BY THE TOWN OF JACKSON, WYOMING.

HIDDEN HOLLOW 2ND ADDITION SUBDIVISION WILL CONNECT WITH THE TOWN OF JACKSON PUBLIC SEWAGE COLLECTION AND TREATMENT SYSTEM. MAINTENANCE OF THE SEWER MAINS WITHIN THE SUBDIVISION, OWNED BY THE TOWN, WILL BE THE RESPONSIBILITY OF THE TOWN OF JACKSON.

HIDDEN HOLLOW 2ND ADDITION SUBDIVISION WILL CONNECT WITH THE TOWN OF JACKSON PUBLIC WATER TREATMENT, SUPPLY AND DISTRIBUTION SYSTEM. MAINTENANCE OF THE WATER MAINS WITHIN THE SUBDIVISION, OWNED BY THE TOWN, WILL BE THE RESPONSIBILITY OF THE TOWN OF JACKSON.

NO PUBLIC MAINTENANCE OF ANY STREETS AND ROADS OF THIS SUBDIVISION.

NO PUBLIC MAINTENANCE OF STORMWATER COLLECTIONS AND TREATMENT SYSTEMS.

THE TOWN OF JACKSON SHALL BE ALLOWED FULL USE OF THE STORM SEWER, ROADS, CURB, GUTTER, AND ALL OF COMMON LOTS FOR THE PURPOSES OF DEWATERING ACTIVITIES DURING CONSTRUCTION, MAINTENANCE, AND REPAIR OF THE UTILITIES WITHIN HIDDEN HOLLOW THAT ARE OWNED BY THE TOWN OF JACKSON.

THE HIDDEN HOLLOW FIRST ADDITION TO THE TOWN OF JACKSON SUBDIVISION IS SUBJECT TO DELINEATED WETLANDS ON THE PROPERTY AS NOTED BY DEPARTMENT OF THE ARMY CORPS OF ENGINEERS, OMAHA DISTRICT, WYOMING REGULATORY OFFICE ON APRIL 9, 2015.

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE

=WATER RIGHTS NOTES=

SELLER DOES NOT WARRANT TO PURCHASER THAT THE PURCHASER SHALL HAVE ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM OR RIVER WITHIN OR ADJACENT TO THE PROPOSED SUBDIVISION.

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER FOR PERSONS LIVING ON THE BANKS OF A STREAM OR RIVER.

WATER RIGHTS MAY BE ALTERED OVER TIME, FOR INFORMATION ON WATER RIGHTS APPURTENANT TO THE LANDS OF THIS SUBDIVISION AFTER THE DATE OF RECORDATION OF THIS PLAT REFER TO THE RECORDS OF THE WYOMING STATE ENGINEER'S OFFICE.

ACCORDING TO A RECENT SEARCH OF THE RECORDS OF THE WYOMING STATE ENGINEER'S OFFICE THERE ARE NO SURFACE WATER RIGHTS APPURTENANT TO THIS SUBDIVISION.

CERTIFICATE OF OWNER

State of Wyoming)
) SS
County of Teton)

The undersigned, acting for and on behalf of, the owner and proprietor of the lands described in the Certificate of Surveyor and illustrated on Sheets 3 through 5 of this plat, do hereby certify;

that the name of the foregoing subdivision shall be HIDDEN HOLLOW 2ND ADDITION TO THE TOWN OF JACKSON;

that the lands contained within said HIDDEN HOLLOW SECOND ADDITION TO THE TOWN OF JACKSON, more particularly described in the Certificate of Surveyor hereon are hereby subdivided and that the foregoing subdivision of said lands as shown on this plat is with the free consent and in accordance with the desires of said owner;

that Lots 16, 17, 18, and 20 of Hidden Hollow 1st Addition to the Town of Jackson, of record as Plat 1389 in the Office of County Clerk for Teton County, Wyoming, and described in the Certificate of Surveyor hereon, are hereby vacated in accordance with Section 34-12-106 through Section 34-12-110 Wyoming Statutes, and that in accordance with said Section 34-12-110 said Clerk is respectfully requested to write VACATED across said lots on said Plat 1389;

that the foregoing subdivision is in accordance with, and SUBJECT TO the terms and conditions of the Planned Unit Development Plan P16-079 and P16-080 as approved by the Town Council on the 1st day of December, 2016, the 6th day of February, 2016 and going into effect on 8th day of February, 2016 under Ordinances 1167 and 1168 and subsequent amendments thereto;

that this subdivision is subject to that First Amended Master Plan on file at the Town of Jackson Planning Department and Approved by the Town Council on seventeenth day of September, 2018;

that Affidavit Affecting Title recorded August 15, 2019 as Doc 0975387 of record in the Office the Clerk of Teton County, Wyoming;

that this subdivision is subject to that Development Agreement between Hansen & Hansen, LLP, and the Town Of Jackson, recorded as Document No. 0931258 in the Office of County Clerk for Teton County, Wyoming; as amended by that certain First Amendment to Development Agreement recorded in the Office of said County Clerk as Document No. 0957090;

that this subdivision is subject to that Subdivision Improvement Agreement between Hansen & Hansen, LLP, and the Town Of Jackson, recorded as Document No. 0953518 in the Office of County Clerk for Teton County, Wyoming, and that Subdivision Improvement Agreement between Hidden Hollow, LLC, and the Town of Jackson recorded on the same date hereof;

that this subdivision is subject to those easements, covenants, conditions and restrictions granted and/or declared pursuant to that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Hidden Hollow 1st Addition to the Town of Jackson and Hidden Hollow 2nd Addition to the Town of Jackson, recorded on the same date hereof;

that Hidden Hollow, LLC reserves for itself and its heirs, successors and assigns the right to grant unto other parties nonexclusive easements for any purposes its deems necessary in the rights of way of the roads and the utility or other easements shown on this plat, as may be amended by the terms of the third party documents that created such easements, within the foregoing subdivision, provided that such future grants shall not cause unreasonable interference with use under prior easement grants; and further reserves the right to amend, modify and/or relocate all easements created by or referenced on this plat; by accepting a deed to any Lot of the foregoing subdivision, an owner acknowledges that Declarant's reserved rights set forth in the paragraph, and expressly consents hereto to any such grant or amendment and hereby provides that such party is not an abridged or affected party and hereby grants a power of attorney to Hidden Hollow, LLC for purposes of acknowledging consent to any action required to accomplish said grant or amendment, including but not limited to a partial vacation of Plat;

that Hidden Hollow Drive is a private road that will be owned and maintained by the Hidden Hollow Owners Association and the Town of Jackson shall be under no obligation to construct, maintain or repair said road;

that the Town of Jackson will own and maintain the water and sewer mains and appurtenances within the foregoing subdivision, and within the easement as depicted on Plat 1389 of record in the Office of the Clerk of Teton County, Wyoming;

that this subdivision is SUBJECT TO the following:

that variable width sewer and water utility easement recorded in the Office the Clerk of Teton County, Wyoming as Document No. 0953524 and as depicted on Plat 1389 of record in said office of County Clerk;

those 6' and 11' pathway easements granted to the Town of Jackson for the benefit of the public pursuant to that certain Pathway Access Easement and Agreement recorded in the Office the Clerk of Teton County, Wyoming as Document No. 0953526 and as depicted on Plat 1389 of record in said office of County Clerk;

that access and utility easements have been granted over Lots 21 and 22 of the Hidden Hollow 1st Addition to the Town of Jackson to each Lot Owner for the benefit of each Lot set forth herein pursuant to the Certificate of Owner of the Final Plat of the Hidden Hollow 1st Addition to the Town of Jackson (Plat 1389) and pursuant to the provisions set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Hidden Hollow 1st Addition to the Town of Jackson and the Hidden Hollow 2nd Addition to the Town of Jackson recorded the same date hereof;

that this subdivision is not subject to affordable housing mitigation requirements as all affordable housing mitigation has been provided for in Lots 14, 15 and 19 of said Hidden Hollow 1st Addition to the Town of Jackson;

that according to information provided by a recent search of the records of the State Engineer's Office, no surface water rights are appurtenant to the lands of the foregoing subdivision; ground water rights are appurtenant to the lands of the foregoing subdivision under the permits for wells associated with the Town of Jackson water supply system located on other properties; those ground water rights will be retained;

that all rights under the Homestead Exemption Laws of the State of Wyoming are hereby waived and released;

Hidden Hollow, LLC
an Idaho limited liability company

Signature by separate affidavit recorded with this plat on the Same date.

LAND USE SUMMARY

TOTAL AREA: 1.41± Acres

22 TOTAL LOTS:

Lots 23-37 (0.74± Acres)
Common Lot 38 (0.67± Acres)
Lots 39-43 (0.17± Acres)
Common Lot 44 (0.194± Acres)

PREPARATION DATE: June 15, 2020
REVISION DATE: _____

JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

- PRELIMINARY -
SUBJECT TO CORRECTION AND APPROVAL

CERTIFICATE OF ENGINEER

State of Wyoming)
) SS
County of Teton)

I, Aaron F. Japel, of Jackson, Wyoming, do hereby certify that I am a licensed Wyoming Engineer, and affirm that the water distribution and sewage collection system designed to serve the foregoing subdivision was designed to meet all applicable Town of Jackson, County, State, and Federal requirements, and that said system will be adequate and safe, provided that said system are constructed as designed and operated correctly.

Professional Engineer (Civil)
AARON F. JAPEL
10240
Date
WYOMING

Aaron F. Japel Wyoming PE 10240
The foregoing instrument was acknowledged before me by Aaron Japel this ___ day of _____ 2020.

WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF APPROVAL

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

Pursuant to, and in accordance with Section 15-1-415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, HIDDEN HOLLOW 2ND ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the _____ day of _____ 2020.

ATTEST: TOWN OF JACKSON

_____ _____
Sandra P. Birdyshaw, Town Clerk Pete Muldoon, Mayor

_____ _____
Brian T. Lenz, Engineer Paul Anthony, Town Planning Director

The foregoing instrument was acknowledged before me by Pete Muldoon, Mayor, this ___ day of _____ 2020.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Sandra P. Birdyshaw, Town Clerk, Town Clerk, this ___ day of _____ 2020.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Brian T. Lenz, Town Engineer, this ___ day of _____ 2020.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Paul Anthony, Town Planning Director, this ___ day of _____ 2020.

WITNESS my hand and official seal.

Notary Public
My commission expires:

SURVEYOR & ENGINEER

Jorgensen Associates, Inc.
P.O. Box 9550
Jackson, WY 83002
307-733-5150

OWNER & SUBDIVIDER

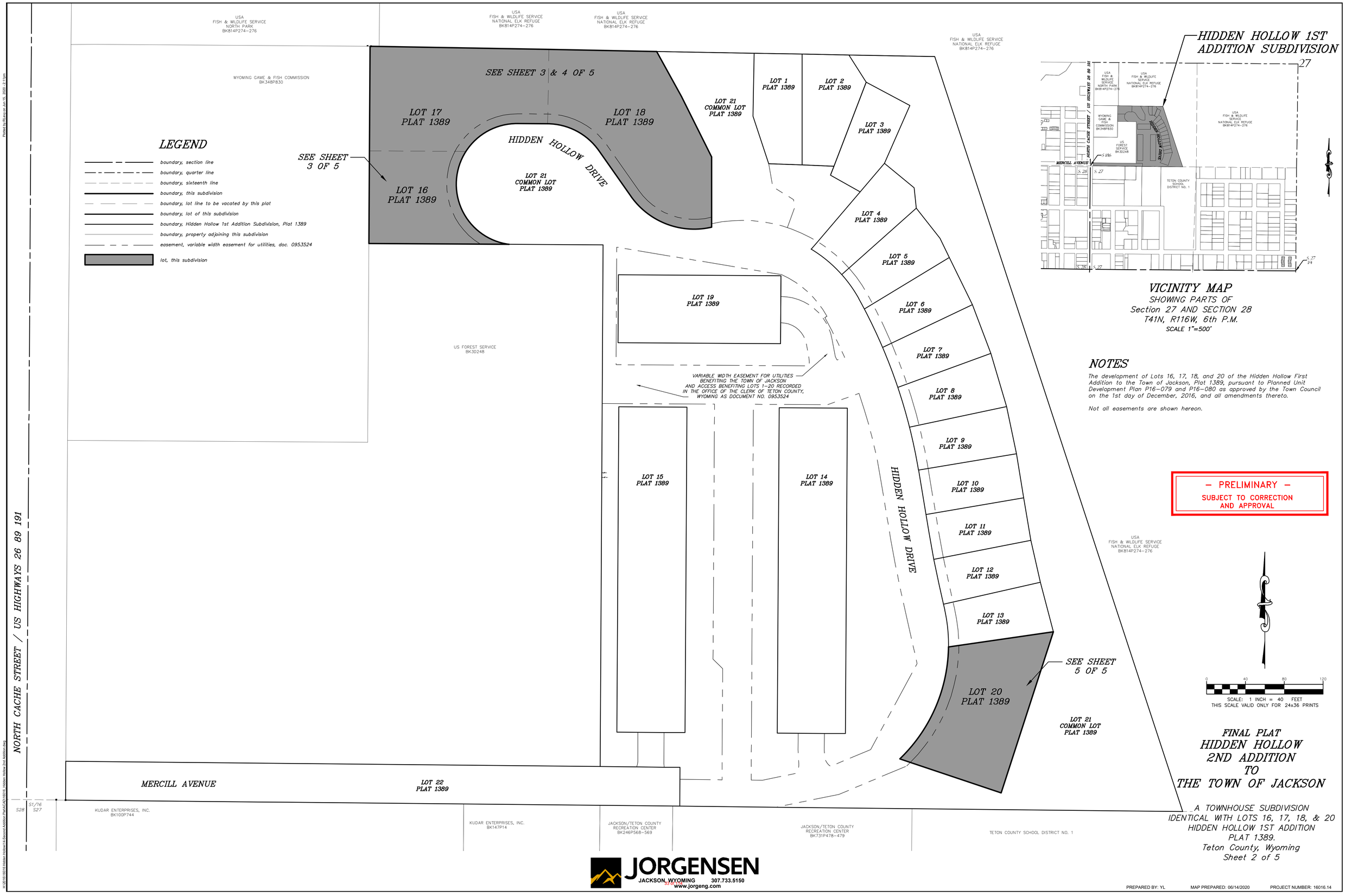
Hidden Hollow, LLC
P.O. Box 50106
Idaho Falls, Idaho 43405

FINAL PLAT HIDDEN HOLLOW 2ND ADDITION TO THE TOWN OF JACKSON

A TOWNHOUSE SUBDIVISION
IDENTICAL WITH LOTS 16, 17, 18, & 20
HIDDEN HOLLOW 1ST ADDITION
PLAT 1389.
Teton County, Wyoming
Sheet 1 of 5

PREPARED BY: YL MAP PREPARED: 06/15/2020 PROJECT NUMBER: 16016.14

H:\2016\16016 Hidden Hollow\16.5 Second Addition Plat\CAD\16016_Hidden Hollow 2nd Addition.dwg



LEGEND

- boundary, section line
- boundary, quarter line
- boundary, sixteenth line
- boundary, this subdivision
- boundary, lot line to be vacated by this plat
- boundary, lot of this subdivision
- boundary, Hidden Hollow 1st Addition Subdivision, Plat 1389
- boundary, property adjoining this subdivision
- easement, variable width easement for utilities, doc. 0953524
- lot, this subdivision

VICINITY MAP

SHOWING PARTS OF
Section 27 AND SECTION 28
T41N, R116W, 6th P.M.
SCALE 1"=500'

NOTES

The development of Lots 16, 17, 18, and 20 of the Hidden Hollow First Addition to the Town of Jackson, Plat 1389, pursuant to Planned Unit Development Plan P16-079 and P16-080 as approved by the Town Council on the 1st day of December, 2016, and all amendments thereto.

Not all easements are shown hereon.

– PRELIMINARY –
SUBJECT TO CORRECTION
AND APPROVAL

SCALE: 1 INCH = 40 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

FINAL PLAT
HIDDEN HOLLOW 2ND ADDITION TO THE TOWN OF JACKSON

A TOWNHOUSE SUBDIVISION
IDENTICAL WITH LOTS 16, 17, 18, & 20
HIDDEN HOLLOW 1ST ADDITION
PLAT 1389.
Teton County, Wyoming
Sheet 2 of 5

JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

PREPARED BY: YL MAP PREPARED: 06/14/2020 PROJECT NUMBER: 16016.14

Plotted by BLdavis on Jun 15, 2020 - 2:24pm

LEGEND

- Certified Land Corner of Record, water valve box recovered
- 3–1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 2012 PLS 7049" with other appropriate markings, recovered this survey (TYPICAL OF ALL SHOWN ON PLAT 1389)
- 3–1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 1985 RLS 164" with other appropriate markings, found this survey
- 3" diameter brass cap inscribed "PE&LS 578" with other appropriate markings, found this survey, NOTE: "WC" indicates witness corner--see detail
- 3–1/4" diameter brass cap inscribed "1967 RLS 164" with other appropriate markings, found this survey
- 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 8469" recovered this survey
- 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 8469" to be set

S89°55'57"E 320.51' — measured bearing & distance or curve geometry, this subdivision

(S89°56'20"W) (149.88') — record bearing & distance or curve geometry

S89°26'38"E 550.31' — measured bearing & distance or curve geometry for limited common elements this subdivision

- boundary, section line
- boundary, quarter line
- boundary, sixteenth line
- boundary, this subdivision
- boundary, lot line to be vacated by this plat
- boundary, lot of this subdivision
- boundary, Hidden Hollow 1st Addition Subdivision, Plat 1389
- boundary, property adjoining this subdivision
- easement, as noted
- limited common element
- tie bearing

1.00' WC

BASIS OF BEARING (S88°57'20"E) (184.25') S88°57'20"E 184.25'

(S89°24'E) (111.02') S88°57'20"E 111.02'

S68°37'07"E 40.71'

LOT 38 COMMON LOT

11.00' PATHWAY EASEMENT GRANTED BY PATHWAY ACCESS EASEMENT AGREEMENT RECORDED BY DOCUMENT NUMBER 0953526

107.81'

N31°38'23"E 64.63'

95.47'

(N00°01'8"W) (203.2') N00°21'12"E 203.28'

S76°09'26"E 27.98'

(S89°38'48"E) (99.48') LOT LINE TO BE VACATED

LCE-D 26 | LCE-D 27 | LCE-D 28 | LCE-D 29 | LCE-D 30 | LCE-D 31 | LCE-D 32

LOT 26 | LOT 27 | LOT 28 | LOT 29 | LOT 30 | LOT 31 | LOT 32

N01°03'02"E 55.00' | N01°03'02"E 50.00' | N01°03'02"E 42.00' | N01°03'02"E 43.00' | N01°03'02"E 42.00' | N01°03'02"E 55.00'

(N01°02'40"E) (76.52') LOT LINE TO BE VACATED

S88°56'58"E 46.00' | 2.00' | 23.00' | 23.00' | 10.00' | S88°56'58"E 21.00' | 10.00'

N88°56'58"W 30.00' | 15.00' | 15.00' | 3.00' | 4.00' | N88°56'58"W 42.00' | 21.00' | 21.00' | 3.00'

LCE-PS 26 | LCE-PS 27 | LCE-PS 28 | GCE | LCE-PS 29 | LCE-PS 30 | GCE | LCE-SP 31 | LCE-SP 32

LCE-PS 26, 27 & 28

N89°39'38"W 31.04' (S89°39'38"E) (31.04')

L=62.88' R=62.50' Δ=057°38'39" (L=62.88' R=62.50' ▲=057°38'39")

TIE BEARING N48°51'51"W 1079.52' TO HIDDEN HOLLOW 2ND ADDITION SECOND SUBDIVISION

LOT 25 | LOT 24 | LOT 23

LCE-D 25 | LCE-D 24 | LCE-D 23

LCE-PS 25 | LCE-PS 24 | LCE-PS 23

N00°21'12"E 203.28' | N00°21'12"E 25.00' | S00°21'12"W 19.00' | 18.00' | S00°21'12"W 8.00'

N89°38'48"W 55.00' | N89°38'48"W 45.00' | 1.00'

LOT 21 COMMON LOT PLAT 1389

(L=125.56' R=62.50' ▲=115°06'13")

L=125.56' R=62.50' Δ=115°06'13"

HIDDEN HOLLOW DRIVE

LOT 38 COMMON LOT

N89°39'38"W 241.29' (S89°52'W) (241.3')

29.69' (29.69') | 96.88' (96.88')

6.00' PATHWAY EASEMENT GRANTED BY PATHWAY ACCESS EASEMENT AGREEMENT RECORDED BY DOCUMENT NUMBER 0953526

MERCILL AVENUE | NORTH CACHE STREET

S1/16 TO PROPERTY CORNER S89°26'38"E 39.90' (S89°44'E) (40')

TIE BEARING N33°03'34"E 701.39' TO HIDDEN HOLLOW SECOND ADDITION SUBDIVISION

N64°04'47"E 33.69'

S1/16 S28 | S1/16 S27

SW1/16 Sec. 27 T41N, R116W, 6th P.M.

TETON COUNTY SCHOOL DISTRICT NO. 1

NOTES

This survey was conducted during 2016 through 2020 and prepared under the direction of Kenneth G. Magrath, Wyoming PLS 8469.

The BASIS OF BEARING for this survey is S88°57'20"E on the northern boundary of lots 17 & 18, Plat 1389 the subject property between found monuments as depicted on Sheet 3 of 5 hereon.

The development of Lots 16, 17, 18, and 20 of the Hidden Hollow First Addition to the Town of Jackson, Plat 1389, is pursuant to Planned Unit Development Plan P16–079 and P16–080 as approved by the Town Council on the 1st day of December, 2016, and all amendments thereto.

SEE SHEET 4 OF THIS PLAT FOR LINE AND CURVE TABLES.

0 10 20 30

SCALE: 1 INCH = 10 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

– PRELIMINARY –
SUBJECT TO CORRECTION AND APPROVAL

FINAL PLAT HIDDEN HOLLOW 2ND ADDITION TO THE TOWN OF JACKSON

A TOWNHOUSE SUBDIVISION IDENTICAL WITH LOTS 16, 17, 18, & 20 HIDDEN HOLLOW 1ST ADDITION PLAT 1389.
Teton County, Wyoming
Sheet 3 of 5

JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

PREPARED BY: YL MAP PREPARED: 06/14/2020 PROJECT NUMBER: 16016.14

H:\2016\16016\16 Hidden Hollow\14 Second Addition Plat\ACAD\16016_Hidden Hollow 2nd Addition.dwg

Plotted by RLevy on Jun 15, 2020 - 2:29pm

LEGEND

- Certified Land Corner of Record, water valve box recovered
- 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 2012 PLS 7049" with other appropriate markings, recovered this survey (TYPICAL OF ALL SHOWN ON PLAT 1389)
- 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 1985 RLS 164" with other appropriate markings, found this survey
- 3" diameter brass cap inscribed "PE&LS 578" with other appropriate markings, found this survey; NOTE: "WC" indicates witness corner--see detail
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- 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 8469" recovered this survey
- 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 8469" to be set

S89°55'57"E 320.51' — measured bearing & distance or curve geometry, this subdivision

(S89°56'20"W) (149.88') — record bearing & distance or curve geometry

S89°26'38"E 550.31' — measured bearing & distance or curve geometry for limited common elements this subdivision

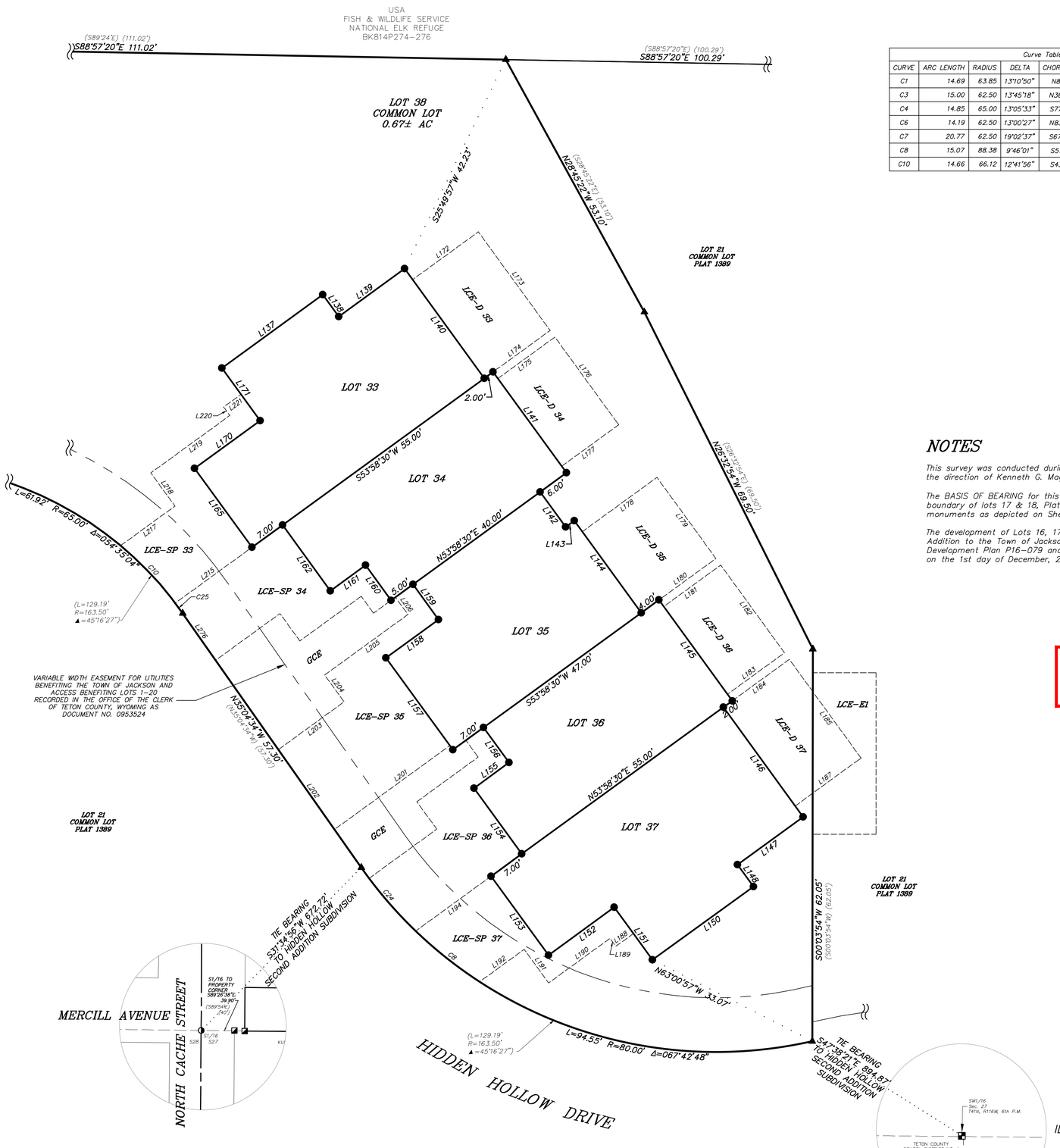
- boundary, section line
- boundary, quarter line
- boundary, sixteenth line
- boundary, this subdivision
- boundary, lot line to be vacated by this plat
- boundary, lot of this subdivision
- boundary, Hidden Hollow 1st Addition Subdivision, Plat 1389
- boundary, property adjoining this subdivision
- easement, as noted

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°38'48"E	7.00
L2	N00°21'12"E	5.00
L3	S89°38'48"E	4.50
L4	N00°21'12"E	2.00
L5	S89°38'48"E	12.00
L6	S00°21'12"W	2.00
L7	S89°38'48"E	6.50
L8	S00°21'12"W	12.00
L9	S89°38'48"E	15.00
L10	N89°38'48"W	2.00
L11	S00°21'12"W	14.00
L12	N89°38'48"W	7.00
L13	S00°21'12"W	7.00
L14	S89°38'48"E	2.00
L15	S89°38'48"E	7.00
L16	S00°21'12"W	16.00
L17	N89°38'48"W	24.50
L18	S00°21'12"W	2.00
L19	N89°38'48"W	25.50
L20	N00°21'12"E	25.00
L21	N89°38'48"W	5.00
L22	S89°38'48"E	2.00
L23	N00°21'12"E	24.00
L24	N89°38'48"W	4.00
L25	N00°21'12"E	1.78
L26	N89°38'48"W	16.00
L27	N00°21'12"E	7.72
L28	N89°38'48"W	6.77
L29	S89°40'12"E	9.61
L37	N00°21'12"E	3.82
L38	N89°38'48"W	8.00
L39	N00°21'12"E	6.18
L40	N89°38'48"W	12.86
L41	S89°38'48"E	26.81
L42	N89°38'48"W	19.21
L43	N00°21'12"E	23.50
L44	S89°38'48"E	14.21
L45	S89°38'48"E	14.21
L46	S00°21'12"W	20.00
L47	N89°38'48"W	14.21
L48	S89°38'48"E	14.21
L49	S00°21'12"W	22.50
L50	N89°38'48"W	16.21
L51	S88°56'58"E	25.00
L52	S88°56'58"E	8.00
L53	N01°03'02"E	2.00
L54	S01°03'02"W	2.00
L55	S88°56'58"E	8.00
L56	S88°56'58"E	23.00
L57	S88°56'58"E	25.00

LINE TABLE		
LINE	BEARING	DISTANCE
L58	S01°03'02"W	15.00
L59	S88°57'00"E	5.00
L60	S01°03'02"W	4.50
L61	S88°56'58"E	2.00
L62	S01°03'02"W	12.00
L63	N88°56'58"W	2.00
L64	S01°03'02"W	6.50
L65	N88°56'58"W	12.00
L66	S01°03'02"W	15.00
L67	N88°56'58"W	18.00
L68	N88°56'58"W	15.00
L69	N01°03'02"E	8.00
L70	N88°56'57"W	8.00
L71	N88°56'58"W	8.00
L72	S01°03'02"W	12.00
L73	N01°03'02"E	12.00
L74	N88°56'58"W	8.00
L75	N88°56'59"W	8.00
L76	S01°03'02"W	8.00
L77	N01°03'02"E	8.00
L78	N88°56'58"W	8.00
L79	N88°56'58"W	18.00
L80	N01°03'02"E	15.00
L81	N88°56'58"W	12.00
L82	N01°03'02"E	23.00
L83	S88°56'58"E	5.00
L84	N01°03'02"E	15.00
L85	N01°02'59"E	8.15
L86	S88°56'58"E	22.50
L87	S01°02'59"W	8.15
L88	N01°02'58"E	6.15
L89	S88°56'58"E	20.75
L90	S01°03'02"W	5.00
L91	S01°02'58"W	6.15
L92	N88°56'58"W	20.75
L93	N01°03'02"E	5.00
L94	N01°02'51"E	14.16
L95	S88°56'58"E	17.75
L96	S01°02'51"W	14.16
L97	N01°02'51"E	14.16
L98	S88°56'58"E	17.75
L99	S01°02'51"W	14.16
L100	N01°02'58"E	6.16
L101	S88°56'58"E	20.00
L102	S01°02'58"W	6.16
L103	N01°02'59"E	8.16
L104	S88°56'58"E	22.50
L105	S01°02'59"W	8.16
L106	N01°03'02"E	4.00
L107	S88°56'58"E	1.83

LINE TABLE		
LINE	BEARING	DISTANCE
L108	N01°03'02"E	18.00
L109	S88°56'58"E	7.67
L110	N01°03'02"E	5.71
L111	S01°03'03"W	9.64
L115	N88°56'58"W	6.25
L116	N01°03'02"E	12.00
L118	S88°56'58"E	3.94
L119	N01°03'02"E	15.00
L120	S88°56'58"E	6.06
L122	S01°03'02"W	15.52
L123	N01°03'02"E	16.68
L124	N88°56'58"W	6.06
L125	N01°03'02"E	15.00
L126	N88°56'58"W	3.94
L222	S74°34'17"E	23.17
L223	S15°25'43"W	5.00
L224	S74°34'17"E	15.00
L225	S15°25'43"W	25.00
L226	N15°25'43"E	23.00
L227	S15°25'43"W	8.00
L228	S74°34'17"E	2.17
L229	S15°25'43"W	21.00
L230	N15°25'43"E	23.00
L231	N15°25'43"E	25.00
L232	S74°34'17"E	15.17
L233	N15°25'43"E	5.00
L234	S74°34'17"E	23.17
L235	S15°25'43"W	12.00
L236	S74°34'17"E	14.83
L237	S15°25'43"W	18.00
L238	S15°25'43"W	15.00
L239	N74°34'17"W	7.83
L240	S15°25'43"W	8.00
L241	N15°25'43"E	21.00
L242	S74°34'17"E	11.83
L243	N15°25'43"E	8.00
L244	S15°25'43"W	8.00
L245	S74°34'17"E	7.83
L246	S15°25'43"W	15.00
L247	N15°25'43"E	18.00
L248	S74°34'17"E	14.83
L249	N15°25'43"E	12.00
L250	N74°34'17"W	7.73
L251	N15°25'43"E	22.50
L252	S74°34'17"E	7.73
L253	N74°34'17"W	5.56
L254	N15°25'43"E	20.00
L255	S74°34'17"E	5.56
L256	N74°34'17"W	9.56
L257	N15°25'43"E	18.50

LINE TABLE		
LINE	BEARING	DISTANCE
L258	S74°34'17"E	9.56
L259	N74°34'17"W	5.56
L260	N15°25'43"E	20.00
L261	S74°34'17"E	5.56
L262	S74°34'17"E	7.56
L263	S15°25'43"W	22.50
L264	N74°34'17"W	7.56
L265	N15°25'43"E	6.00
L266	S74°34'17"E	3.83
L267	S15°25'43"W	1.83
L268	S74°34'17"E	18.00
L269	S15°25'43"W	7.67
L270	S74°34'17"E	29.71
L271	N74°34'17"W	34.60
L279	S74°34'17"E	33.93
L280	S86°59'32"E	2.15
L281	N54°18'00"W	3.46
L282	N74°34'17"W	19.07
L283	S15°25'43"W	6.10
L284	N74°34'17"W	19.00
L285	S15°25'43"W	3.94
L296	N62°32'35"W	2.08
L297	N74°34'17"W	19.45
L298	S15°25'43"W	7.56
L299	N74°34'17"W	18.00
L300	S15°25'43"W	1.94



Curve Table						
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT
C1	14.69	63.85	13°10'50"	N8°50'28"E	14.66	7.38
C3	15.00	62.50	13°45'18"	N36°21'20"W	14.97	7.54
C4	14.85	65.00	13°05'33"	S77°00'33"E	14.82	7.46
C6	14.19	62.50	13°00'27"	N83°50'09"E	14.16	7.13
C7	20.77	62.50	19°02'37"	S67°48'37"W	20.68	10.48
C8	15.07	88.38	9°46'01"	S51°31'53"E	15.05	7.55
C10	14.66	66.12	12°41'56"	S43°36'14"E	14.63	7.36

NOTES

This survey was conducted during 2016 through 2020 and prepared under the direction of Kenneth G. Magrath, Wyoming PLS 8469.

The BASIS OF BEARING for this survey is S88°57'20"E on the northern boundary of lots 17 & 18, Plat 1389 the subject property between found monuments as depicted on Sheet 3 of 5 hereon.

The development of Lots 16, 17, 18, and 20 of the Hidden Hollow First Addition to the Town of Jackson, Plat 1389, is pursuant to Planned Unit Development Plan P16-079 and P16-080 as approved by the Town Council on the 1st day of December, 2016, and all amendments thereto.

- PRELIMINARY -
SUBJECT TO CORRECTION AND APPROVAL

SCALE: 1 INCH = 10 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

FINAL PLAT
HIDDEN HOLLOW 2ND ADDITION TO THE TOWN OF JACKSON

A TOWNHOUSE SUBDIVISION IDENTICAL WITH LOTS 16, 17, 18, & 20 HIDDEN HOLLOW 1ST ADDITION PLAT 1389.
Teton County, Wyoming
Sheet 4 of 5

JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

PREPARED BY: YL MAP PREPARED: 06/14/2020 PROJECT NUMBER: 16016.14

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Plotted by BLevy on Jun 15, 2020 - 2:34pm

LEGEND

- Geothermal Injection Well #2 Permit Number IUC-WYS-039-00194
- Certified Land Corner of Record, water valve box recovered
- 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 2012 PLS 7049" with other appropriate markings, recovered this survey (TYPICAL OF ALL SHOWN ON PLAT 1389)
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S89°55'57"E 320.51' — measured bearing & distance or curve geometry, this subdivision

(S89°56'20"W) (149.88') — record bearing & distance or curve geometry

S89°26'38"E 550.31' — measured bearing & distance or curve geometry for limited common elements this subdivision

- boundary, section line
- boundary, quarter line
- boundary, sixteenth line
- boundary, this subdivision
- boundary, lot line to be vacated by this plat
- boundary, lot of this subdivision
- boundary, Hidden Hollow 1st Addition Subdivision, Plat 1389
- boundary, property adjoining this subdivision
- easement, as noted
- limited common element
- tie bearing

HIDDEN HOLLOW DRIVE

LOT 19 HIDDEN HOLLOW 1ST ADDITION TO THE TOWN OF JACKSON PLAT 1389

(L=38.46' R=163.50' Δ=13°28'35")

(S14°35'54"E) (52.70')

(N81°48'56"E) (108.96')
N81°48'56"E 108.96'

LOT 44
COMMON LOT
0.12± AC

N37°51'41"E 43.79'

LCE-PS 39
LOT 39
LCE-D 39

LCE-PS 40
LOT 40
LCE-D 40

7.00'
N74°34'17"W 55.17'
46.00'
2.17'
5.00'
S74°34'17"E 40.33'
29.17'
6.17'

GCE

LCE-PS 41
LOT 41
LCE-D 41

6.83'
N74°34'17"W 47.17'
36.33'
4.00'

LCE-PS 42
LOT 42
LCE-D 42

7.00'
N74°34'17"W 55.17'
46.17'
2.00'

LCE-PS 43
LOT 43
LCE-D 43

N71°26'18"W 98.70'
(N71°26'81"W) (98.70')

LCE-E2

S29°41'15"E 12.47'

S17°57'42"W 174.44'
(S17°57'42"W) (174.44')

LOT 21 HIDDEN HOLLOW 1ST ADDITION TO THE TOWN OF JACKSON PLAT 1389

(L=129.19' R=163.50' Δ=45°16'27")
L=129.19' R=163.50' Δ=045°16'27"

VARIABLE WIDTH EASEMENT FOR UTILITIES BENEFITING THE TOWN OF JACKSON AND ACCESS BENEFITING LOTS 1-20 RECORDED IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING AS DOCUMENT NO. 0953524

MERCILL AVENUE

NORTH CACHE STREET

S1/16 TO PROPERTY CORNER S89°26'38"E 39.90' (S89°54'E) (40')

S1/16 S27 T41N, R116W, 6th P.M.

S28

TIE BEARING N87°19'20"E, 900.34' TO HIDDEN HOLLOW SECOND ADDITION SUBDIVISION

11.19' (11.19')

INJECT WELL #2
IUC-WYS-039-00194
LATITUDE: 43°29'0.22110"N
LONGITUDE: 110°45'32.18179"W

14.00' WIDE UTILITY EASEMENT BENEFITING LOWER VALLEY ENERGY, INC. BK910P192-196
&
14.00' WIDE OVERLAPPING UTILITY EASEMENT BENEFITING LOWER VALLEY ENERGY, INC. GRANTED BY SEPARATE INSTRUMENT RECORDED BY PLAT 1389

N89°23'53"W 518.15'

TIE BEARING N86°49'34"W 363.57' TO HIDDEN HOLLOW SECOND ADDITION SUBDIVISION

SW1/16 Sec. 27 T41N, R116W, 6th P.M.

TETON COUNTY SCHOOL DISTRICT NO. 1

JACKSON/TETON COUNTY RECREATION CENTER BK731P478-479

TETON COUNTY SCHOOL DISTRICT NO. 1

NOTES

This survey was conducted during 2016 through 2020 and prepared under the direction of Kenneth G. Magrath, Wyoming PLS 8469.

The BASIS OF BEARING for this survey is S88°57'20"E on the northern boundary of lots 17 & 18, Plat 1389 the subject property between found monuments as depicted on Sheet 3 of 5 hereon.

The development of Lots 16, 17, 18, and 20 of the Hidden Hollow First Addition to the Town of Jackson, Plat 1389, is pursuant to Planned Unit Development Plan P16-079 and P16-080 as approved by the Town Council on the 1st day of December, 2016, and all amendments thereto.

SEE SHEET 4 OF THIS PLAT FOR LINE AND CURVE TABLES.

LOT 21 HIDDEN HOLLOW 1ST ADDITION TO THE TOWN OF JACKSON PLAT 1389

- PRELIMINARY -
SUBJECT TO CORRECTION AND APPROVAL

0 10 20 30

SCALE: 1 INCH = 10 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

FINAL PLAT
HIDDEN HOLLOW 2ND ADDITION TO THE TOWN OF JACKSON

A TOWNHOUSE SUBDIVISION
IDENTICAL WITH LOTS 16, 17, 18, & 20
HIDDEN HOLLOW 1ST ADDITION
PLAT 1389.
Teton County, Wyoming
Sheet 5 of 5

JORGENSEN
JACKSON, WYOMING 307.733.5150
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PREPARED BY: YL MAP PREPARED: 06/14/2020 PROJECT NUMBER: 16016.14

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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

for

HIDDEN HOLLOW
1st ADDITION
TO THE
TOWN OF JACKSON

and

HIDDEN HOLLOW
2nd ADDITION
TO THE
TOWN OF JACKSON

Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Hidden Hollow 1st Addition to the Town of Jackson and the Hidden Hollow 2nd Addition to the Town of Jackson

Hansen and Hansen, LLP, an Idaho limited partnership (hereinafter referred to as the "Declarant") established that certain Declaration of Covenants, Conditions and Restriction for Hidden Hollow 1st Addition to the Town of Jackson recorded in the Office of the Clerk of Teton County, Wyoming on January 19, 2006 as Document No. _____(the "Original Declaration"). In Section 13.2 of the Original Declaration, the Members were granted the power to amend or modify any of the provisions of the Original Declaration. Pursuant to such granted power, Hidden Hollow, LLC, a Wyoming limited liability, as owner of 100% of the Lots, hereby on this _____ day of _____, 20___, amends the Introduction and Articles I through Article XIII of the Original Declaration by deleting the entire Original Declaration in its entirety and substituting therefor the following:

This AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HIDDEN HOLLOW 1st ADDITION TO THE TOWN OF JACKSON AND THE HIDDEN HOLLOW 2ND ADDITION TO THE TOWN OF JACKSON (this "Declaration") is made this _____ day of August, 2020, by Hidden Hollow, LLC, a Wyoming limited liability company (the "Declarant").

PART ONE: INTRODUCTION TO THE COMMUNITY

Declarant, as the developer of the Hidden Hollow 1st Addition to the Town of Jackson and the Hidden Hollow 2nd Addition to the Town of Jackson, has established this Declaration to provide a governance structure and a flexible system of standards and procedures for the overall development, administration, maintenance and preservation of the Properties.

ARTICLE I – CREATION OF THE COMMUNITY

1.1 Purpose and Intent. The Declarant, as the developer of the real property known as the Hidden Hollow 1st Addition to the Town of Jackson according to that certain plat recorded in the Office of the Teton County Clerk and the Hidden Hollow 2nd Addition to the Town of Jackson according to those certain final plats recorded in the Office of the Teton County Clerk the same date hereof (collectively, the "Property" or "Properties"), intends by the recording of this Declaration to create a general plan of development for Properties. This Declaration provides for the overall development, administration, maintenance and preservation of the real property now or hereafter comprising the Properties and any additional property that is made a part of the Properties in the future by filing one or more Supplemental Declarations in the Public Records. An integral part of the development plan is the creation of the Hidden Hollow Owners Association, an association comprised of all owners of the Properties and any additional property that is made a part of the Properties in the future by filing one or more Supplemental Declarations in the Public Records, to own, operate and/or maintain various common areas and community improvements and to administer and enforce this Declaration and the other Governing Documents referred to in this Declaration.

1.2 Binding Effect. All Properties and any additional property that is made a part of the Properties in the future by filing one or more Supplemental Declarations in the Public Records, shall be owned, conveyed and used subject to all of the provisions of this Declaration, which shall run with the title

to such property. This Declaration shall be binding upon all Persons having any right, title or interest in any portion of the Properties, their heirs, successors, successors-in-title, and assigns. This Declaration shall be enforceable in perpetuity by the Declarant, as long as Declarant owns any Residential Properties within the Properties, and/or the Board.

1.3 Governing Documents. The Governing Documents create a general plan of development for the Properties that may be supplemented as set forth herein. In the event of a conflict between or among the Governing Documents and any such additional covenants or restrictions, the more restrictive shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Properties from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. The Association may, but shall not be required to, enforce any such covenants, restrictions or other instruments. All provisions of the Governing Documents shall apply to all Owners as well as their respective family members, tenants, guests and invitees. If any provision of this Declaration is determined by judgment or court order to be invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications.

ARTICLE II – DEFINITIONS

The terms used in the Governing Documents shall generally be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below.

2.1 Apartment Building. Shall mean the residential structure located on an Apartment Lot.

2.2 Apartment Lot. Shall mean Lots 14, 15 and 19 as shown on the 1st Addition Plat. Such Lots shall be referred to collectively as "Apartment Lots".

2.3 Association. The Hidden Hollow Owners Association, a Wyoming nonprofit corporation, its successors or assigns. The "Articles" shall refer to those Articles of Incorporation of the Association, as they may be amended from time to time. The "Bylaws" shall refer to those Bylaws adopted by the Association, as they may be amended from time to time.

2.4 Base Assessment. Assessments levied on all Residential Properties subject to assessment under Article VIII to fund Common Expenses, as determined in accordance with Section 8.1.

2.5 Board of Directors or Board. The body responsible to the Members for operations of the Association, selected as provided in the Bylaws and generally serving the same role as a board of directors under Wyoming corporate law. The Board of Directors may also be referred to as the "Board".

2.6 Common Elements. "Common Elements" shall mean those areas designated as Common Area, General Common Elements, General Common Elements – TH, Common Elements and Limited Common Elements on the 1st Addition Plat and the 2nd Addition Plat, in the aggregate, or a portion thereof, and all other real and personal property, including easements for access and utilities, which the Association owns, leases or in which it otherwise holds, or acquires in the future, possessory or use rights for the common use and enjoyment of the Owners.

2.7 Common Expenses. The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of the Residential Properties, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

2.8 Community-Wide Standard. The standard of quality of the Properties, and the level of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard shall

be industry best practices and may be more specifically defined in the Rules and Regulations, and in Board resolutions. Notwithstanding any other provision in this Declaration, the Community-Wide Standard may not be modified without the prior written consent of the Declarant.

2.9 Declarant. Hansen & Hansen, LLP, an Idaho limited liability partnership, and/or its successors or assigns.

2.10 General Common Elements. "General Common Elements" shall mean the Roadway and those other portions of the Common Elements not designated as Limited Common Elements herein and/or on the 1St Addition Plat. General Common Elements may be referred to herein and on the 1st Addition Plat as "General Common Element" or "GCE".

2.11 General Common Elements - TH. "General Common Elements- TH" shall mean those portion of Lots ____ of the 2nd Addition Plat not designated as Limited Common Elements herein and/or on the 2nd Addition Plat. General Common Elements - TH may be referred to herein and on the 2nd Addition Plat as "General Common Element" or "GCE".

2.12 Governing Documents. A collective term referring to this Declaration and any amendments thereto, any Supplemental Declaration(s), the Bylaws, the Articles and the Master Rules and Regulations, if any, and as they may be amended.

2.13 Limited Common Expense. A Common Expense that does not benefit all Lots, such as those expenses incurred with respect to the Limited Common Elements.

2.14 Limited Common Elements - AP. "Limited Common Elements - AP" means those portions of the Common Elements as designated on **Exhibit "___"** attached hereto and incorporated herein for the exclusive use of one or more but fewer than all of the Apartment Lots. Limited Common Elements-AP may be referred to herein or on the Plat as "Limited Common Element- AP" or "LCE- AP".

2.15 Limited Common Elements - TH. "Limited Common Elements - TH" means those portions of the Common Elements - TH as designated on the 2nd Addition Plat and/or in one or more separately recorded instruments for the exclusive use of one or more but fewer than all of the Townhome Lots. Limited Common Elements- TH may be referred to herein or on the Plat as "Limited Common Element- TH" or "LCE- TH".

2.16 Limited Common Elements – TH Decking. "Limited Common Elements – TH Decking" means those Limited Common Elements for the exclusive use of one or more Townhome Lot(s) for decking as designated on the 2nd Addition Plat and/or in one or more separately recorded instruments. Limited Common Elements – TH Decking may also be referred to herein and on the Plat as "Limited Common Element – TH Decking", "LCE – TH Decking", "LCE – TH D" or "Decking TH Limited Common Elements".

2.17 Limited Common Elements – TH Encroachment. "Limited Common Elements – TH Encroachment" means those Limited Common Elements for the exclusive use of one or more Townhome Lot(s) for encroachments/overhangs as designated on **Exhibit "__"** and on the 2nd Addition Plat and/or in one or more separately recorded instruments. Limited Common Elements – TH Encorachment may also be referred to herein and on the Plat as "Limited Common Element – TH Encroachment", "LCE – TH Encroachment", "LCE – TH E" or "Encroachment TH Limited Common Elements".

2.18 Limited Common Elements – TH Parking and Sidewalks. "Limited Common Elements – TH Parking and Sidewalks" means those Limited Common Elements for the exclusive use of one or more

Lot(s) for parking as designated by the Declarant herein and/or as designated on the 2nd Addition Plat and/or in one or more separately recorded instruments and upon which driveways, sidewalks or parking spaces are shown on the 2nd Addition Plat. Limited Common Elements – Parking and Sidewalks may also be referred to herein and on the Plat as "Limited Common Element – TH Parking and Sidewalks", "LCE – TH Parking and Sidewalks", "LCE – TH PS" or "Parking and Sidewalk TH Limited Common Elements".

2.19 Lot. Shall be any Lot as shown on any Plat within the Properties, along with any other properties annexed into the Association pursuant to a Supplemental Declaration and defined as "Lots" in such Supplemental Declaration. Such Lots shall be referred to collectively as "Lots".

2.20 1St Addition Plat. Shall mean the Final Plat of the Hidden Hollow 1st Addition to the Town of Jackson as recorded in the Office of the Teton County Clerk on _____ as Plat No 1389.

2.21 Plat. Shall mean the 1St Addition Plat, the 2nd Addition Plat and all future plats recorded by Declarant upon the vacation and replat of Lots in accordance with the reserved rights of Declarant set forth herein.

2.22 Master Rules and Regulations. The Master Rules and Regulations are the Master Rules and Regulations adopted by the Board, if any, pursuant to Section 3.2 hereof.

2.23 Member. A Person subject to membership in the Association pursuant to Section 6.2.

2.24 Mortgage. A mortgage, a deed to secure debt, or any other form of security instrument affecting title to any Residential Property or all or any portion of the Properties. "Mortgagee" shall refer to a beneficiary of a deed of trust or holder of a Mortgage.

2.25 Neighborhood. "Neighborhood" shall mean a group of Residential Properties designated as a separate Neighborhood, pursuant to Section 6.4 hereof or otherwise, for purposes of sharing benefits or services from the Association which are not provided to all Residential Properties within the Properties. A Neighborhood may be comprised of more than one housing type and may include noncontiguous parcels of property.

2.26 Neighborhood Assessments. "Neighborhood Assessments" shall mean those assessments levied against the Properties in a particular Neighborhood(s) to fund Neighborhood Expenses, as described in Section 8.2.

2.27 Neighborhood Committee. "Neighborhood Committee" shall mean the committee of the Association charged with administering the affairs of a specific Neighborhood and advising the Association regarding such neighborhood.

2.28 Neighborhood Expenses. "Neighborhood Expenses" shall mean the actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners of Properties within a particular Neighborhood(s), which may include a reasonable reserve for capital repairs and replacements and a reasonable administrative charge, as may specifically be authorized pursuant to this Declaration or in the Supplemental Declaration(s) applicable to such Neighborhood(s).

2.29 Owner or Owners. One or more Persons who hold the record title to any Residential Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

2.30 Person. A natural person, a corporation, a partnership, a trustee, or any other legal entity.

2.31 Public Records. The official records of the Clerk of Teton County, Wyoming.

2.32 Residential Property or Residential Properties. Shall mean the real property collectively designated as Lot within the Properties; provided, however, that any Lot and/or property designated as Common Elements shall not be included within the definition of "Residential Properties". "Residential Property" shall individually mean a Lot (except for a Lot and/or property designated as Common Elements).

2.33 Roadways or Roadway. The Roadways shall consist of those roadways and sidewalk easements located within the Common Elements or Lots as shown on any Plat(s), including but not limited to Hidden Hollow Drive.

2.34 Single Family Residence. Shall mean the residential structure located on a Single Family Lot.

2.35 Single Family Lot. Shall mean Lots 1 to 13 as shown on the 1St Addition Plat. Such Lots shall be referred to collectively as "Single Family Lots".

2.36 Special Assessment. Assessments levied in accordance with Section 8.4.

2.37 Specific Assessment. Assessments levied in accordance with Section 8.5.

2.38 Supplemental Declaration. An instrument filed in the Public Records pursuant to Article IX that imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

2.39 Townhome. Shall mean the residential structure located on a Townhome Lot. A "Townhome" may also be referred to herein as a "Townhouse" and such terms may be used interchangeably.

2.40 Townhome Lot. Shall each mean Lots ___ to ____ set forth on the Townhome Plat. A "Townhome Lot" may also be referred to herein as a "Townhouse Lot" and such terms may be used interchangeably. Such Townhome Lots shall be referred to collectively as "Townhome Lots".

2.41 Townhome Plat or 2nd Addition Plat. Shall mean the Final Plat of the Hidden Hollow 2nd Addition to the Town of Jackson as recorded in the Office of the Teton County Clerk the same date hereof.

2.42 Visitor Parking Areas. Those parking areas located in the Common Elements that are designated as LCE-Visitor Parking, GCE-Visitor Parking and/or Visitor Parking Areas on **Exhibit "___"** attached hereto and on any Plat and/or in this Declaration or any amendment or supplement thereto.

PART TWO: CREATION AND MAINTENANCE OF COMMUNITY STANDARDS

ARTICLE III – USE AND CONDUCT

3.1 Framework for Regulation. The Governing Documents establish, as part of the general plan of development for the Properties, a framework of affirmative and negative covenants, easements and restrictions which govern the Properties. However, within that framework, the Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs,

desires, trends and technology that inevitably will affect the Properties, its Owners and residents. Toward that end, this Article establishes procedures for modifying and expanding the initial Master Rules and Regulations.

3.2 Rule Making Authority.

(a) The initial Master Rules and Regulations shall be adopted by the Declarant. Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may modify, cancel, limit, create exceptions to, or expand the Master Rules and Regulations. The Board shall send notice by mail to all Owners concerning any such proposed action at least five (5) business days prior to the Board meeting at which time such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

Such action shall become effective after compliance with Section 3.2(c) below unless disapproved at a meeting of the Members by more than fifty percent (50%) of the total votes entitled to vote on the matter. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon receipt of a petition of the Members as required for special meetings in the Bylaws. Upon such petition of the Members prior to the effective date of any Board action under this Section 3.2(a), the proposed action shall not become effective until after such meeting is held, and then is subject to the outcome of such meeting.

(b) Alternatively, the Members, at an Association meeting duly called for such purpose, may adopt rules which modify, cancel, limit, create exceptions to, or expand the Master Rules and Regulations by a vote of more than fifty percent (50%) of the total votes entitled to vote on the matter pursuant to the Bylaws of the Association.

(c) At least thirty (30) days prior to the effective date of any action taken under subsections (a) or (b) of this Section, the Board shall send a copy of the new rule or explanation of any changes to the Master Rules and Regulations to each Owner specifying the effective date. The Association shall provide, at no additional charge, a copy of the Master Rules and Regulations then in effect to any requesting Member or Mortgagee.

3.3 Owners' Acknowledgment and Notice to Purchasers. All Owners are given notice that use of their Residential Property is limited by the Master Rules and Regulations as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a deed for their Residential Property, acknowledges and agrees that the use and enjoyment and marketability of his or her Residential Property can be affected by this Declaration and the other Governing Documents and that the Master Rules and Regulations may change from time to time. All purchasers are on notice that changes may have been adopted by the Association that are not recorded in the Public Records. Copies of the current Master Rules and Regulations or any other Governing Documents may be obtained from the Association, or if no Association has yet been formed, from the Declarant.

3.4 No Mining, Excavating or Drilling. The Properties shall not be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing geothermal resources, oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel, sand, top soil, or earth, except as is customary during construction of additional phases of the development and except for those geothermal resources utilized in the heating and cooling of improvements located within the Properties. Nothing contained herein shall prevent the Declarant or an Owner from moving dirt, gravel rocks and other soils necessary for the development and/or landscaping of their respective properties.

3.5 Protection of Owners and Others. No rule shall be adopted in violation of the following provisions, except as may be specifically set forth in this Declaration (either initially or by amendment):

(a) **Equal Treatment**. Similarly situated Owners shall be treated similarly by the Board and the Association.

(b) **Displays**. The rights of Owners to display religious and holiday signs, symbols, and decorations inside structures of the kinds normally displayed in dwellings located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions with respect to displays visible from outside the dwelling. Such restrictions may be contained in the Declaration and in the Master Rules and Regulations. No rules shall regulate the content of political signs; however, rules may regulate the time, place and manner of posting such signs (including design criteria).

(c) **Household Composition**. No rule shall interfere with the freedom of Owners to determine the composition of their households.

(d) **Activities Within Dwellings**. No rule shall interfere with the activities carried on within the confines of dwellings, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Residential Properties, as applicable, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance as reasonably determined by the Board.

(e) **Insurance Rates**. Nothing shall be done or kept on the Properties that would increase the rate of insurance or cause the cancellation of insurance on any Residential Property or any of the improvements located thereon or the Common Elements without prior written approval of the Board.

(f) **Allocation of Burdens and Benefits**. No rule shall alter the allocation of financial burdens among the various Residential Property, as applicable, to the detriment of any Owner over that Owner's objection expressed in writing to the Association. This provision does not affect the right to increase the amount of assessments as provided by Article VIII.

(g) **Abridging Existing Rights**. If any rule would otherwise require Owners to dispose of personal property which they maintained in or on a Residential Property prior to the effective date of such rule, or to vacate a Residential Property in which they resided prior to the effective date of such rule, and such property was maintained or such occupancy was in compliance with this Declaration and all rules previously in force, such rule shall not apply to any such Owners without their written consent.

(h) **Rights to Develop**. No rule or action by the Association or Board shall impede the Declarant's right to develop the Properties or any property annexed into the regime of the Properties as provided for herein.

The limitations in subsections (a) through (h) of this Section 3.5 shall only limit rulemaking authority exercised under Section 3.2; they shall not apply to amendments to this Declaration adopted in accordance with Article XII.

3.6 Household Pets.

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(a) Definition of Household Pets and Enforcement. The term Household Pet(s) means generally recognized Household Pets such as dogs, indoor cats only, birds, rodents, and non-poisonous reptiles. Household Pets may not be kept for any commercial purpose and may not cause an unreasonable amount of noise, odor, or do not otherwise become a nuisance to other Owners. With respect to cats, only indoor cats are allowed on the Properties. All Owners, occupants or guests with Household Pets shall comply with all pet rules set forth in the Master Rules and Regulations and shall also keep the animals leashed (including indoor cats if let outside), restrained or controlled at all times so they do not cause a nuisance to others and do not harass or endanger wildlife, other Household Pets or people. All Household Pets shall be fed indoors or, if fed outdoors shall be fed in a manner as not to become a wildlife attractor. "Nuisance" means any Noisy Animal, any vicious animal, any non-domestic household pet, or any animal which chews, tears, digs in or scratches, litters or soils, destroys, or in any other manner injures clothing, garbage containers, gardens, flower beds, lawns, trees, shrubbery, or any other property within the Properties. Excessive, continued, or untimely barking, molesting passersby, chasing vehicles, habitually attacking other animals, trespassing upon private property in such a manner as to damage property shall also be deemed a nuisance. "Noisy Animal" means any animal which habitually, constantly, or frequently disturbs the sleep, peace, or quiet of any person. The Board shall have, and is hereby given, the right and authority to determine in its sole discretion that Household Pets are being kept for commercial purposes, or are otherwise a Noisy Animal or a Nuisance, or that an Owner is otherwise in violation of this Section, and to take such action or actions as it deems reasonably necessary to remedy the violation. Without limiting the generality of the foregoing, the Board may require the owner or custodian of a dog that barks or howls excessively, or of a Household Pet with other offensive habits, to confine such animal indoors. Further, the Board may require an Owner, at its own expense, to remove a pet determined by the Association to be a Noisy Animal or a Nuisance pet, or that is otherwise in violation of this Section, and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Residential Property and remove such animal; it being understood that any such action shall not be deemed a trespass and that the Board may also assess a penalty of up to $500.00 per animal plus the costs of impoundment. On the third violation, the Board may assess a penalty of up to $1000.00 per animal plus the costs of impoundment, the animal shall be removed from the Properties and the Board has the right, in its sole discretion, to terminate the right of an Owner to keep any Household Pets on the Properties. No Owner of any animal or animals impounded shall have the right to bring any action against the Association, the Board or any member thereof, for the impoundment of such animal(s). The Owner of a Residential Property where a Household Pet is kept, as well as the legal owner of such pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the pet, and for any clean-up of driveways, walkways, Common Elements or Residential Properties necessitated by such Household Pet. All animals not considered to be a domestic Household Pet for purposes of this Declaration and the Properties, including, but not limited to rabbits, pigs, poultry, fowl, wild animals, cattle, sheep and goats, are prohibited from being maintained or cared for on the Properties or in a Residential Property thereof. Litters of puppies or kittens may remain on the Properties for no more than 90 days, after which time the limit of Household Pets of such type of Residential Property as set forth herein shall prevail.

(b) Maximum Household Pets Allowed in the Single Family Lot Neighborhood and the Townhome Neighborhood. Each Townhome Lot and Single Family Lot shall be entitled to a maximum of no more than a total of two Household Pets.

(c) Maximum Household Pets Allowed in Apartment Neighborhood. There are 136 apartments in the Apartment Neighborhood. Each apartment shall be entitled to a maximum of no more than one Household Pet and only with the prior approval of the Board and subject to the following restrictions on the total amount of Household Pets permitted within the entire Apartment Neighborhood. All Household Pets within the Apartment Neighborhood that do not comply with this Subsection (c) are strictly prohibited. No more than fifty percent (50%) of the apartments may house an approved Household Pet. Notwithstanding any other provision in this Section, at absolutely no time shall more than fifty percent

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(50%) of the apartments within the Properties be permitted to house a Household Pet. If the percentage of apartments with a Household Pet reaches or exceeds fifty percent (50%), no other apartments shall be permitted to house a Household Pet until such time as the number of apartments with an approved Household Pet falls below fifty percent (50%). Once the number of apartments which have an approved Household Pet reaches fifty percent (50%), additional apartments shall be allowed to house a Household Pet as openings become available. The Board shall establish rules regarding enforcement of this section and such rules shall be included within the Master Rules and Regulations.

(d) Leashes Required. No Household Pet shall be restrained by leash, cord, chain, rope, or other attachment fixed to any vehicle, post, tree, or other structure or object within the Properties thereby allowing such animal to become a nuisance or interfere with pedestrian or vehicular traffic in and around any public area within the Properties. Contractors, sub-contractors and any other person providing services to a Residential Property may not bring Household Pets onto the Properties. Declarant hereby declares that there shall be a strict leash policy in place for Owners, and their guests, tenants and invitees, within the Common Elements of the Properties and that all Owners, and their guests, tenants and invitees shall pick up all excrement after their animals. Upon a second violation within the Properties during a calendar year of this Subsection (d) rule against unleashed Household Pets by an Owner or apartment tenant within the Common Elements of the Properties, and/or its guests, tenants and/or invitees, or of such party's failure to pick up excrement after their animal, such Owner shall be subject to penalties which can be imposed at the sole discretion of the Board and/or the Declarant, including but not limited to fines and/or the permanent revocation and termination of such Owner's right to keep any Household Pets within the Properties. Evidence of any violation of this Subsection (d) may be received in any form (photograph or otherwise) from any source (neighboring Owner(s) or otherwise). The Association and the Declarant hereby reserve the right to file a Supplemental Declaration to memorialize of record the permanent termination/revocation of the right of an Owner of any Lot or apartment tenant to keep Household Pets within the Properties after the second violation of this Subsection (d) during a calendar year by an Owner of a Lot or an apartment tenant within the Properties, and/or its guests and/or invitees.

(e) The Association and the Board shall not be liable for any actions taken against any animals within the Properties by Federal, State and/or Local authorities.

3.7 Wildlife. In accordance with any Teton County Wildlife feeding ordinance, no elk, deer, moose, bear, or other big game animals shall be fed hay or any other food, manufactured or otherwise, within the Properties in order to prevent migrating animals from interrupting their migrations to winter range and to prevent such animals from becoming habituated to unnatural food sources. Similarly, no bird feeders or other means of feeding or attracting wildlife shall be permitted within the Properties. An Owner shall not and shall not permit guests or tenants and/or any pets to harass or chase wildlife anywhere on the Properties. **See also the restrictions set forth in Sections 3.6 with the intent of protecting wildlife.**

3.8 Vehicle Parking, Storage, Operation and Repair.

(a) **An Owner is only permitted to have the amount of Permitted Vehicles within the Properties that can be parked within its Single Family Lot and/or its Towhome Lot and designated LCE-TH Parking. PARKING IS STRICTLY PROHIBITED WITHIN THE ROADWAY AND GENERAL COMMON ELEMENTS EXCEPT FOR VISITOR PARKING AREAS.** "Permitted Vehicles" shall mean all passenger automobiles and one ton or smaller pick-up trucks. Only Permitted Vehicles may be parked outside of garages within the Properties.

(b) No boats, trailers, buses, motor homes, campers (on or off road supporting vehicles), snowmobiles, go carts, recreational vehicles, golf carts, industrial or commercial vehicles (both

cabs or trailers), abandoned or inoperable vehicles (as defined below), or any other similar vehicles (collectively, the "Prohibited Vehicles") shall be parked or stored in or upon a Single Family Lot outside of a garage, within LCE-TH Parking and Sidewalks and/or Visitor Parking Areas, and no vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt upon a Single Family Lot outside of a garage, within any LCE-TH Parking and Sidewalks, within Visitor Parking Areas or within any Roadways.

(c) Notwithstanding the foregoing, Prohibited Vehicles may be temporarily parked on LCE-TH Parking and Sidewalks, Visitor Parking Areas and/or on the Roadways in the following circumstances: (i) for emergency purposes; or (ii) during construction of future phases of the Project, industrial or commercial vehicles and construction trailers may be permitted provided that such vehicles shall park within those Lots that are subject to such construction, shall only be permitted for the time required to accomplish such purpose and shall be in compliance with the Master Rules and Regulations in effect at the time of construction.

(d) The Board shall have full power and authority to regulate the parking and storage of Permitted Vehicles, and to regulate the use of the Roadways by imposing and enforcing speed limits and other restrictions. An "abandoned or inoperable vehicle" shall mean any motorized vehicle which does not display a current valid motor vehicle license and registration tag or which does not have an operable propulsion system within the vehicle. In the event that the Board shall determine that a vehicle is abandoned or inoperable, or is otherwise in violation of the provisions of this Section, a written notice of violation describing said vehicle shall be personally delivered to the vehicle owner (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner cannot be reasonably ascertained), and if the offending vehicle is not removed within twelve (12) hours thereafter, the Board or its agent(s) shall have the right to remove and store the offending vehicle, or cause the vehicle to be removed and stored, at the sole expense of the Owner. Notwithstanding the foregoing, if an abandoned or inoperable vehicle is located within the Roadways or any entrance or exit thereto, the Board or its agent(s) shall have the right to immediately remove and store the offending vehicle or cause the vehicle to be removed and stored, at the sole expense of the Owner.

(e) Delivery vans, moving trucks, shuttle buses, taxies and similar delivery vehicles shall not be parked or stopped at any time or for any duration on the Roadways, including the portions of the Roadways located beneath the Townhomes.

(f) **Visitor Parking Areas shall be used for short term parking of the vehicles of guests and invitees of Owners in accordance with the Master Rules and Regulations. Owners shall be prohibited from using Visitor Parking Areas for any other use.** The Visitor Parking Areas may be further regulated by the Master Rules and Regulations.

3.9 Garbage Storage. Garbage set out for pick-up shall be stored in approved wildlife-proof dumpsters or containers, shall not be set out in a manner that allows persons, vehicles, animals, or weather to scatter such garbage among the Properties and shall be maintained so as not to be visible from neighboring property. The collection and disposal of garbage and trash shall be in strict compliance with such rules as may be adopted by the Board, which may provide for common collection points.

3.10 Nuisance. No noxious or offensive activity shall be carried on upon the Properties or any Residential Property within the Properties, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners or occupants in their enjoyment of their Residential Properties, or in their enjoyment of the Common Elements. In determining whether there has been a violation of this paragraph, recognition must be given to the premise that Owners, by virtue of their interest and participation in the Properties, are entitled to the reasonable enjoyment of the natural benefits and surroundings of the Properties. Without limiting the

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foregoing, no horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Properties and improvements located thereon, shall be placed or used upon any Residential Property.

3.11 Signs. No signs whatsoever, including, but without limitation, commercial, political and similar, visible from neighboring property, shall be erected or maintained upon any Residential Property, except:

(a) Standardized residential identification signs of a combined total face area of one (1) square foot or less for each residence.

(b) During the time of construction of any Townhome, Single Family Residence or other improvement, job identification signs having a maximum face area of six (6) square feet per sign and of a type usually employed by contractors, subcontractors and tradesmen.

(c) Not more than one "for sale" or "for rent" sign having a maximum face area of three (3) square feet, provided that if at the time of any such desired use the Association is providing such "for sale" or "for rent" signs for the use of Owners, the sign provided by the Association shall be used.

(d) Those signs protected by law as set forth in Section 3.5.

3.12 Hunting; Fireworks. No hunting or discharge of firearms shall be permitted on any portion of the Properties. No discharge of firecrackers and other fireworks shall be permitted on any portion of the Properties; provided, however, the Board shall have no obligation to take action to prevent or stop such discharge.

3.13 Storage of Firewood Prohibited; Exterior Fires. The cutting and the storage of firewood and flammable materials by an Owner is prohibited anywhere within the Apartment Neighborhood. Only LPG tanks connected to gas grills are allowed within the Townhome Lots and Single Family Lots. Non-gas grills, LPG tanks and gas grills are prohibited from being used on balconies within the Apartment Neighborhood. The outdoor storage of all other combustibles and LP Gas containers not connected to gas grills will be prohibited. The burning of trash, organic matter, or miscellaneous debris shall be prohibited on the Properties.

3.14 Garages. Garage doors must be kept closed at all times when not immediately in use. The following items are prohibited from being stored within a garage on the Properties: paint, highly flammable materials and any item that attracts vermin or produces an odor.

3.15 Restrictions Regarding Exteriors. Balconies within the Apartment Neighborhood are prohibited from being used for the storage of any personal property other than lawn furniture and plant containers customarily placed within such areas. The following items are specifically prohibited from being attached to, stored and/or erected in any manner on the decks and/or balconies within the Apartment Buildings and within the LCE-TH Decking, LCE-TH Parking and Sidewalks, the General Common Elements and/or the exterior of any building or Lot within the Properties: plastic flower/plant containers, sunshades unless approved by the Board, bicycles or any other recreational device (including kayaks, ski equipment or playground equipment), trash containers, decorative flags and/or banners, prayer flags, string lighting, screens, outside clothing lines or other outside clothes drying or airing facilities, children's toys and/or equipment or any similar items. For each violation of this Section 3.15, the Association may assess a penalty of $200.00 per violation in addition to all other remedies set forth in Section 7.4.

ARTICLE IV – DESIGN GUIDELINES

4.1 Compliance.

(a) **Declaration; Design Guidelines; PUD and FDP.** No structure shall be placed, erected or installed upon any Lot and no improvements (including staking, clearing, excavation, grading and other site work, exterior alterations of existing improvements and planting and removal of landscaping materials, trees or shrubs) shall take place within the Properties except in compliance with this Declaration and the Design Guidelines promulgated pursuant to Section 4.2. In addition to obtaining any approvals required by this Declaration, an Owner shall comply with the terms, conditions and restrictions of the Hidden Hollow PUD and FDP approvals.

(b) **Development or Grading and Erosion Permits; Land Use Regulations.** All development of the Lots shall be in compliance with any Development or Grading and Erosion Control Permits required by the Town of Jackson for the development of a Lot and with any and all applicable land use regulations of the Town of Jackson.

(c) **Single Family Lots and Townhome Lots**. The Single Family Lots and Townhome Lots shall be used only for single family residential use and home occupations as are permitted by the Town of Jackson Land Development Regulations in effect and as amended from time to time and further provided such home occupations do not constitute a nuisance or violate any other provision of this Declaration. In all events, each Single Family Lot and Townhome Lot shall be in conformance with the following provisions:

(i) LSA. The landscape surface area (LSA) within each Single Family Lot and Townhome Lot shall be equal to or above the designated amount for each such Lot set forth in the Design Guidelines;

(ii) FAR. The square footage of each Single Family Residence and Townhome constructed within each Single Family Lot or Townhome Lot shall not exceed the maximum allowable square footage for such Lot as set forth in the Design Guidelines; and

(iii) Any change in the size of habitable square footage in violation of any square footage requirement set forth herein (regardless of whether such increase changes or alters the physical structure of a Single Family Residence or Townhome or is visible from the exterior of any improvement on a Lot) is strictly prohibited.

4.2 Design Guidelines. The Design Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the Declarant in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the Declarant, and compliance with the Design Guidelines does not guarantee approval of any application. The Design Guidelines set forth the requirements for any improvements undertaken on a Lot.

The Declarant shall have sole and full authority to adopt and amend the Design Guidelines, in perpetuity, unless the Declarant delegates the power to amend to the Board. Upon termination or delegation of the Declarant's right to amend, the Board shall have the authority to amend the Design Guidelines. Any amendments to the Design Guidelines shall be prospective only and shall not apply to applications that have been submitted and are under review pursuant to this Article and the Design Guidelines or to require modifications to or removal of structures previously approved. There shall be no limitation on the scope

of amendments to the Design Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Design Guidelines less restrictive.

The Association shall make the Design Guidelines available to Owners and builders who seek to engage in development or construction within the Properties. In the Declarant's discretion, such Design Guidelines may be recorded in the Public Records, in which event the recorded version, as it may unilaterally be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

4.3 Declarant Approval Required.

(a) **Work**. The design of the townhome structures and landscaping to be constructed and installed on the Townhome Lots has been approved so no additional approval shall be required for the designs submitted to the Town of Jackson as of the Effective Date. Any and all construction, improvements and/or material alteration (including but not limited to the installation of landscaping) performed by an Owner or its agent within a Lot (each shall be referred to as "Work") shall be subject to Declarant and Board approval. Approvals pursuant to this Article shall be in the sole and absolute discretion of the Declarant and Board. The plans of all Work commenced within the Properties prior to the recordation of this Declaration in the Office of the Teton County Clerk are hereby deemed approved by Declarant and the Board.

(b) **Application.** The Owner of a Lot shall be required to obtain approval from Declarant and the Board for any Work performed within such Lot. Prior to commencing any Work on a Lot, an Owner shall submit to the Declarant an application for approval of the proposed Work in such form as this Article or the Declarant/Board may specify, along with any fees required for review. Such application shall include plans. The Declarant or Board may require the submission of such additional information as may be reasonably necessary to consider any application. The plans shall be in such form and shall contain such information as may be reasonably required pursuant to this Article. In reviewing each submission, the Declarant or Board may consider any factors it deems relevant, including without limitation, the harmony of interior design with surrounding Lots and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

(c) **Declarant Response.** The Declarant and Board shall, within thirty (30) business days after receipt of a completed application and all required information, respond in writing to the applicant at the address specified in the application. The response may either: (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The Declarant and/or Board may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections. If the Declarant or Board fails to respond in writing within thirty (30) business days of submission, approval shall be deemed to have been given by such party, with the exception of any development proposed that is not in compliance with the Design Guidelines, the Hidden Hollow PUD and FDP and this Declaration, which will be deemed automatically disapproved and denied. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with this Article unless a variance has been granted pursuant to Subsection (g). Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

(d) **Right of Declarant to Assign Approval Rights to Board.** The rights of Declarant contained in this Section 4.3 shall continue until Declarant is no longer an Owner of a Single Family Lot

or a Townhome Lot. Declarant may from time to time relinquish and surrender its rights by assigning its rights to the Board. If Declarant relinquishes or surrenders one or more but less than all of the reserved rights set forth in this Article to the Board, any unrelinquished reserved rights of Declarant shall remain fully valid and effective.

(e) **Obligation to Complete Work**. Once construction has commenced in the interior of a Lot, it must be completed within twenty four (24) months from the date construction commenced unless otherwise specified in the notice of approval or unless the Board grants an extension in writing. The Board shall not be obligated to grant any extension but shall not unreasonably withhold such extension if construction of the improvement(s) is diligently pursued. Completion of improvements shall mean that a certificate of occupancy has been issued by the Town of Jackson and that the improvements are in a condition suitable for immediate occupancy by the Owner or its occupant. In the event construction is not complete within the time provided for herein, including any extensions approved by the Board, the Owner shall be subject to a late completion penalty of One Hundred Dollars ($100.00) per day until construction is complete. Such penalty shall be assessed to such violating Owner as a Specific Assessment.

(f) **No Waiver of Future Approvals**. Each Owner acknowledges that the persons reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of this Article, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Declarant may refuse to approve similar proposals in the future. Approval of applications or plans for any Work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

(g) **Variances**. The Declarant and Board may authorize variances from compliance with any of its guidelines and procedures when circumstances such as hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless approved in writing by the Declarant or the Board; (b) be contrary to this Declaration, the Master Plan or the Design Standards; (c) decrease the landscape surface area below the amount herein required for such Lot; or (d) estop the Declarant or Board from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

(h) **Limitation of Liability**. The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Properties but shall not create any duty to any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the Declarant and Board shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements or compliance with plans and specifications, nor for ensuring that all interior finish out of the Lots are of comparable quality, value or size or of similar design. Neither the Declarant, the Association, the Board, any committee, nor member of any of the foregoing shall be held liable for the Work or for any defects in plans revised or approved hereunder, or for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to the Lots. In all matters, the Board and Declarant shall be defended and indemnified by the Association as provided in Section 7.5.

(i) **Certificate of Compliance**. Any Owner may request that the Board issue a certificate of architectural compliance certifying that there are no known violations of this Article. The

Association shall either grant or deny such request within thirty (30) days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificate. Issuance of such a certificate shall estop the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

4.3 Enforcement. Any structure, improvement or landscaping placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Declarant or the Board, as applicable, Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming Work. Should an Owner fail to remove and restore as required, the Declarant, the Association or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with interest at the maximum rate then allowed by law, may be assessed against the benefited Residential Property and collected as a Specific Assessment. All approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved Work and all Work previously approved with respect to the same Residential Property, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved Work, the Declarant or the Association shall be authorized, after notice to the Owner of the Residential Property and an opportunity to be heard in accordance with the Bylaws, to enter upon the Residential Property and remove or complete any incomplete Work and to assess all costs incurred against the Residential Property and the Owner thereof as a Specific Assessment. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article may be excluded from the Properties, subject to the notice and hearing procedures contained in the Bylaws. In such event, neither the Declarant, the Association its officers, or directors shall be held liable to any Person for exercising the rights granted by this Section. In addition to the foregoing, the Association and the Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions authorized herein.

4.4 Utilities. Electrical, gas, and telephone utility lines will be installed underground. Except for the geothermal infrastructure, improvements and structure located within the LCE- AP, above ground utility installations are prohibited except for appurtenances necessary to access, operate and maintain the underground utilities. In any case in which utilities or appurtenances to such utilities are installed above ground, the Declarant shall determine what design and/or landscaping measures shall be taken to mitigate the visual impact of such above ground utilities or appurtenances on the Properties. The Town of Jackson shall own and maintain the following water and sewer utility infrastructure more specifically described in that certain Access and Utility Easement Agreement granted to the Town of Jackson and recorded the same date hereof. All other water and sewer infrastructure within the General Common Elements shall be owned and maintained by the Association.

4.5 Yards; Fencing; Landscaping.

(a) Yards. Temporary, permanent and semi-permanent structures, such as trailers, tepees, yurts, tents, tree houses, shacks, bully barns, greenhouses, additional decking and other similar structures are expressly prohibited within the Properties; provided, however, that the provisions of this Section shall not apply to temporary construction shelters maintained during, and used exclusively in connection with, the construction of any work or improvements permitted by this Declaration. No awnings shall be erected, placed or attached to any building within the Townhome Neighborhood without the prior written consent of the Declarant. Notwithstanding the foregoing, the following items shall be permitted within the Properties subject to the following terms and conditions: (i) above-ground gardens shall be permitted within Single Family Lots provided such gardens are screened from neighbors and such Owner has obtained prior approval from the Board for the placement of such garden(s) within its Single Family Lot; (ii) subject to the Declarant's and the Board's prior review and approval for size and aesthetics,

children's play and recreational equipment may be permitted on the Single Family Lots; and (iii) outdoor hot tubs, Jacuzzis and/or other similar items are permitted on the Single Family Lots and Townhome Lots subject to the Declarant's and the Board's prior review and approval for size, aesthetics and location, provided such items are screened from neighbors, are installed within approved decking/patios within a Lot and comply with Sections 4.1, 4.2 and 4.3 hereof, as applicable.

(b) Fencing. Fencing is permitted within the Single Family Lots. An Owner may construct fencing within such Owner's Lot only after obtaining approval from the Declarant. All fencing shall be in conformity with those materials, design and fence specifications set forth in the Design Guidelines. All fencing within a Lot shall be installed only in the rear of each Single Family Lot in those certain locations as shown in the Design Guidelines, unless otherwise approved by Declarant, in its sole discretion. All fencing shall include a doorway to allow for access by the Association in the event of emergency where access is necessary.

(c) Landscaping**.** After the initial required landscaping and irrigation system is installed within each Single Family Lot, each Owner shall obtain the prior written approval from the Association prior to the installation of any additional landscaping within such Owner's Lot. The Board may adopt a schedule of pre-approved plants, trees, flowers, and grasses that an Owner may install within a Lot without prior Board approval, so long as all such items are maintained in accordance with the standards set forth herein.

4.6 Satellite Dishes. Only one satellite dish per building on each Lot shall be permitted. Each satellite dish must be visually shielded from adjacent Residential Properties with size, location and shielding approved by the Declarant and the Board before such satellite dish is installed.

4.7 Noxious Weeds and Exotic Plant Species. Sources of all sod, seed and landscaping materials shall not contain noxious weeds or exotic species disfavored by the Teton County Weed and Pest Department. The Association shall adopt and enforce a program in cooperation with the Teton County Weed and Pest Department to eradicate noxious weeds present or occurring on the Properties.

4.8 Townhome Party Walls.

(a) **Easement**. A mutual easement is hereby established, declared and granted for each common wall constructed between Townhomes and those other improvements constructed on each Townhome Lot for mutual support of such common walls. Each such common wall is hereby declared to be a party wall, and the Owners of adjacent Townhomes shall have the right to use it jointly. The Owner of a Townhome shall have an easement on that part of the foundation, stem-walls, supporting wall structure and roofing of the improvements of such Owner as are situated adjacent to the common boundary between such Owner and the contiguous Townhome Owner for the purpose of structural support, repair and maintenance of the same, and including reasonable access through the other Owner's Townhome for the repair, restoration, restoration or replacement of such building components constituting the party wall and situated on said common boundary. No Townhome Owner shall construct, or permit or allow the construction or continuation of, any openings in the party wall of any nature whatsoever without the consent of the adjacent Townhome Owner, except only as permitted for repair, maintenance, restoration or replacement of improvements as herein provided.

(b) **Maintenance**. Repair, restoration and replacement of any part of party wall improvements of a Townhome caused by the willful act or negligence of the adjoining Townhome Owner or its guests, agents, invitees or licensees, shall be the responsibility of and performed by such other Townhome Owner at its sole cost and expense. Repair and maintenance of party wall coverings (including sheetrock, paneling, fireboard and the like) due to ordinary wear and tear or damage or destruction by Acts of God or the

elements, shall be the responsibility of the Townhome Owner where such wall coverings are situated, at such Owner's cost. Repair, maintenance, replacement and restoration of all other parts and components of party wall improvements, including concrete, structural framing, roof material and insulation, shall, unless caused by the willful act or negligence of one Townhome Owner or his guests, agents, invitees or licensees, be performed by the Association and shall be assessed as a Specific Assessment allocated equally among Owners of affected Lots. The Association is hereby licensed by each Townhome Owner to enter upon such Townhome Owner's premises during reasonable hours and after reasonable notice to make necessary or proper repairs, maintenance, restoration or replacement of party wall improvements.

4.8 Stormwater System and Roadways. The stormwater system and Roadways shall be private and shall be maintained by the Association as provided for in Article VII of this Declaration.

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ARTICLE V – MAINTENANCE AND REPAIR BY OWNERS

5.1 Maintenance by Owners. Each Owner's maintenance obligations shall include, but not be limited to, the following:

(a) Each Owner of a Lot shall be obligated to maintain, repair and replace, at such Owner's expense, any utility service facilities or apparatus located within such Lot that service such Lot exclusively;

(b) Each Owner of a Single Family Lot shall maintain, repair and replace the landscaping, siding, roofing, decking, front porches/entrances, exterior windows, doors and garage doors all in accordance with the Community–Wide Standard;

(c) The Owner(s) of each Apartment Lot shall be obligated to maintain, repair and replace the exterior (including, but not limited to the siding, windows, doors and roof materials) of each Apartment Building within each such Owner's Lot in accordance with the Community-Wide Standard.

(d) The Owner(s) of the Apartment Lots shall be responsible for maintaining, repairing and replacing the driveways, landscaping, irrigation system, sidewalks, parking areas located within the Limited Common Elements – AP all in accordance with the Community-Wide Standard.

(e) The Owner(s) of the Apartment Lots shall maintain, repair and replace the geothermal system and ancillary building installed within the Limited Common Elements – AP all in accordance with the Community- Wide Standard.

If any Owner fails, as determined by the Board or the Declarant, in either party's sole discretion, to maintain, repair and/or replace the items that it is obligated to maintain, repair and replace as set forth above in accordance with standards set forth herein and those standards otherwise approved by the Declarant and/or the Board, the Association shall, after providing notice to the Owner of such failure and an opportunity to be heard in accordance with procedures adopted by the Board pursuant to a resolution and/or as set forth in the Bylaws, enter upon the Lot to cure such failure and to assess all costs incurred against the Lot and the Owner thereof as a Specific Assessment.

PART THREE: COMMUNITY GOVERNANCE AND ADMINISTRATION

ARTICLE VI – THE ASSOCIATION AND ITS MEMBERS

6.1 Function of Association. The Association shall be responsible for assessing the assessments and shall be responsible for the management, maintenance and operation of the Common Elements in accordance with the Governing Documents. The Association also shall be the primary entity responsible for enforcement of the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Wyoming.

6.2 Membership. Every Owner of a Residential Property, by virtue of their purchase of a Residential Property or the acceptance of a deed therefore, shall be a Member of the Association. If a Residential Property is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 6.3(a), and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument

provided to the Secretary of the Association except where such privileges may be restricted by the Master Rules and Regulations.

6.3 Voting. The Association shall have one class of membership. Members within the Single Family Lot Neighborhood shall have one equal vote for all concerns related to the Single Family Neighborhood and 2.56 votes per Single Family Lot for all other Association concerns. Members within the Townhome Lot Neighborhood shall have one equal vote for all concerns related to the Townhome Lot Neighborhood and 1.66 votes per Townhome Lot for all other Association concerns. Members within the Apartment Lot Neighborhood shall have one equal vote for all concerns related to the Apartment Lot Neighborhood and 11.11 votes per Apartment Lot for all other Association concerns. All votes shall be cast as provided in Section 6.3(a).

(a) **Exercise of Voting Rights**. The vote for each Residential Property owned by a Member shall be exercised by the Owner of the Residential Property. In any situation where there is more than one Owner of such Residential Property, the vote for such Residential Property shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Residential Property's vote shall be suspended if more than one Person seeks to exercise it in a conflicting manner.

(b) **Commencement of Voting Rights**. Voting rights as to each Residential Property shall vest upon the commencement of assessment obligations for such Residential Property.

Only Owners of Residential Properties that comprise each Neighborhood may vote on matters regarding Neighborhood Expenses attributable to each such Neighborhood. Notwithstanding the foregoing, no action may be taken by any Neighborhood that would be contrary to or in violation of the Community-Wide Standard.

6.4 Creation of Neighborhoods. There shall be three Neighborhoods within the Properties as follows:

a. Single Family Lot Neighborhood. The Single Family Lot Neighborhood shall consist of the Single Family Lots.

b. Apartment Lot Neighborhood. The Apartment Lot Neighborhood shall consist of the Apartment Lots.

c. Townhome Lot Neighborhood. The Townhome Lot Neighborhood shall consist of the Townhome Lots.

Declarant hereby reserves the right to add additional Neighborhoods and/or to combine Neighborhoods.

6.5 Association Board of Directors. The Association shall have not less than three (3) nor more than seven (7) directors as provided in the Bylaws and there shall be at least one director from each Neighborhood. The number of directors may be changed as provided in the Bylaws. The initial Board and replacements shall be appointed by the Declarant as provided in the Bylaws until the expiration of the Declarant rights as provided in Section 9.12. At all times while the Declarant owns any real property set forth on a Plat, one of the members of the Board shall be a representative of the Declarant. The Directors shall serve as provided in the Bylaws.

6.6 Neighborhood Committees. There shall be a Neighborhood Committee for each of the Neighborhoods in the Association. Each committee shall be comprised of not less than three (3) committee

members unless the Board approves a lesser amount of committee members. Each committee member shall be a Member in good standing and an Owner of a Residential Property in the Neighborhood on which committee they serve. The chairperson of each committee shall be a duly-elected member of the Board. The committee members shall serve as provided in the Bylaws.

ARTICLE VII - ASSOCIATION POWERS AND RESPONSIBILITIES

7.1 Acceptance and Control of Association Property.

(a) The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible real and personal property.

(b) The Declarant and its designees may convey real or personal property to the Association and the Association shall accept such property.

7.2 Maintenance.

(a) Maintenance Applicable To All Neighborhoods.

(i) The Association shall maintain, repair and replace the stormwater drainage system up to the connection point to the Town of Jackson utility main. The Town of Jackson shall maintain, repair and replace the water system and the sewer system up to the connection points pursuant to that certain Access and Utility Easement Agreement granted to the Town of Jackson and recorded the same date hereof. For purposes of this section, "connection points" shall mean the location of the water and sewer service lateral intersect with the utility mains. Other utility providers shall maintain, repair and replace the other utility services, including but not limited to, cable and other systems for sending and receiving data and/or other electronic signals, security systems, telephone systems and other similar systems up to the connection point of each Residential Property. The costs associated with the maintenance, repair and replacement of the stormwater drainage system shall be a Common Expense. The costs associated with the maintenance and/or repairs to the utility infrastructure owned by the Town of Jackson shall be at the sole expense of the Town of Jackson. The Town of Jackson shall not be responsible for any surface repairs associated with the curbs, roadway asphalt, heating systems, gutters, sidewalks, retaining walls and other features, except to the extent such improvements are damaged by the Town of Jackson in the performance of its maintenance and repair of the utility infrastructure owned by the Town of Jackson.

(ii) The Association, acting through the Board, shall be obligated to maintain the landscaping and the irrigation system located within the General Common Elements, including but not limited to the wetlands maintenance in compliance with the regulatory entities. The costs associated with the maintenance, repair and replacement of the landscaping and irrigation system located within the General Common Elements shall be a Common Expense.

(iii) The Association shall be obligated to maintain a contract for weekly service of garbage collection by a sanitation or garbage collection company for each Neighborhood. Once garbage collection has occurred each week, each Owner of a Townhome Lot and Single Family Lot shall be required to return its trash receptacle to such Owner's garage (the interior of the garage, not the exterior) within twenty-four (24) hours of such collection. By accepting a deed to a Lot or Unit, each Owner hereby acknowledges the foregoing obligation and agrees that the liability for expenses associated with garbage collection shall be subject to assessment for payment pursuant to

Article VIII hereof. Such expenses shall be a Neighborhood Expense allocated to each Neighborhood.

(iv) The Association shall maintain, repair and replace the Roadway, the Visitor Parking Areas (not designated to a specific unit or Neighborhood), retaining walls and driveways within the Common Elements, and such expenses associated with such maintenance, repair and replacement shall be a Common Expense.

(v) The Association shall maintain, repair and replace the sidewalks that are adjacent to Hidden Hollow Drive, including but not limited to the removal of snow and debris located on the sidewalks and on the fire hydrants so that the sidewalks are usable by the public on a continuous basis and the fire hydrants can be easily accessed by the Town of Jackson. The costs associated with the removal of snow and debris located on the sidewalks and on the fire hydrants and with the maintenance, repair and replacement of the sidewalks that are adjacent to the Roadways within the General Common Elements shall be a Common Expense.

(b) Maintenance of Townhome Lot Neighborhood.

(i) The Association shall maintain, replace and repair the exteriors of each Townhome, including but not limited to the decking, the siding, the exterior doors, the foundations, the balconies, the roofing and chimneys and the garage doors, in accordance with the Community-Wide Standard. Such expenses shall be Neighborhood Expenses assessed specifically against the Lots within such Townhome Lot Neighborhood that are subject to such work in proportion to the benefit received or to be received and siding/roofing expenses shall be prorated amongst such Lots in accordance with the square footage of such units (habitable and non-habitable).

(ii) The Association shall maintain and repair the LCE-Driveway and Sidewalks and LCE-Decking assigned and designated to Lots within the Townhome Lot Neighborhood. Such expenses shall be Neighborhood Expenses assessed specifically against the Lots with completed Townhomes located thereon to which the LCE is assigned. For purpose of this Section, a "completed Townhome" shall mean that one or both of the following has occurred: (i) the issuance of a Certificate of Occupancy by the Town of Jackson for such Townhome; and/or (ii) the purchase of insurance for such Townhome to be administrated by the Association pursuant to Section 7.3(a)(iv).

(iii) The Association, acting through the Board, shall be obligated to maintain the landscaping and the irrigation system located within the General Common Elements - TH. The costs associated with the maintenance, repair and replacement of the landscaping and irrigation system located within the General Common Elements-TH shall be a Neighborhood Expense assessments assessed specifically against the Lots with completed Townhomes located thereon to which the LCE is assigned. For purpose of this Section, a "completed Townhome" shall mean that one or both of the following has occurred: (i) the issuance of a Certificate of Occupancy by the Town of Jackson for such Townhome; and/or (ii) the purchase of insurance for such Townhome to be administrated by the Association pursuant to Section 7.3(a)(iv).

(c) Maintenance of Apartment Lot Neighborhood. It is contemplated that the Apartment Lots will be owned by one owner (or associated entities) and that the one owner want to handle the maintenance, repair and replacement of the below items internally by their onsite rental management company and/or employees. Notwithstanding the foregoing, if the Apartment Lots are owned in the future by non-associated entities or if the Board reasonably determines that the maintenance, repair and/or

replacement of the below items below the Community- Wide Standard, then the Association shall have the right to maintain the items set forth below pursuant to the enforcement process set forth in Section _____ of this Declaration:

(i) The Owner of each Apartment Lot shall be obligated to maintain, repair and replace the exterior (including, but not limited to the siding, windows, doors and roof materials) of each Apartment Building within each such Owner's Lot in accordance with the Community-Wide Standard.

(2) The Owners of the Apartment Lots shall be responsible for maintaining, repairing and replacing the driveways, landscaping, irrigation system, sidewalks, parking areas located within the Limited Common Elements - AP.

(ii) The Owner of the Apartment Lots shall maintain, repair and replace the geothermal system and ancillary building installed within the Limited Common Elements – AP in accordance with the Community- Wide Standard.

(d) Notwithstanding the obligations delegated by this Section 7.2, if the Board reasonably determines that the maintenance, repair or replacement of any item is necessitated by the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such maintenance, repair or replacement against any such Owner(s) and their Residential Property as a Specific Assessment.

7.3 Insurance.

(a) **Required Coverages**. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements within the Common Elements to the extent that the Association has assumed responsibility in the event of a casualty, regardless of ownership. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement costs of the insured improvements under current building ordinance and codes;

(ii) Commercial general liability insurance on the Common Elements, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least one million dollars ($1,000,000.00) per occurrence with respect to bodily injury, personal injury, and property damage; provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits. If the policy does not contain "severability of interest" in its terms, the Association shall acquire an endorsement to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association or of other Owners;

(iii) Such additional insurance as the Board, in its best business judgment, determines advisable.

(iv) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for the Townhomes located on the Townhome Lots and all structural and supporting improvements associated with the Townhomes, but not the contents thereof. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement costs of the insured improvements under current building ordinance and codes. The Declarant or its assigns (if a third party developer) shall be named as an additional insured on all policies of insurance covering direct physical loss to any Townhome. Premiums for all insurance on the Townhomes under this Section shall be assessed as a Neighborhood Expense against only the Townhome Lots with completed Townhomes located thereon and shall be prorated equally amongst such Townhome Lots within each Neighborhood.

Premiums for all insurance on the Common Elements shall be assessed by the Board as a Common Expense. Premiums for all insurance for General Common Elements – TH shall be assessed by the Board as a Neighborhood Expense to the Townhome Neighborhood. Premiums for all insurance for LCE shall be assessed by the Board to the applicable Neighborhood as a Neighborhood Expense.

(b) **Policy Requirements**. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured.

The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.3(a). In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Residential Properties as a Specific Assessment.

All insurance coverage obtained by the Board shall:

(i) Be written with a company authorized to do business in the State of Wyoming;

(ii) Be written in the name of the Association as trustee for the benefited parties;

(iii) Not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(iv) Contain an inflation guard endorsement;

(v) Include an agreed amount endorsement if the policy contains a co-insurance clause;

(vi) Provide a waiver of subrogation under the policy against any Owner or household member of an Owner;

(vii) Include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Owners, or on account of any

curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;

(viii) Include an endorsement precluding cancellation, invalidation, or condition to recovery under the policy on account of any act or omission of any one or more individual Owners, unless such Owner is acting within the scope of its authority on behalf of the Association;

(ix) Provide that the policy will be primary, even if an Owner has other insurance that covers the same loss.

In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

(i) A waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager, its attorneys, the Owners and their tenants, servants, agents, and guests;

(ii) A waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(iii) An endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(iv) An endorsement requiring at least thirty (30) days prior written notice to the Association and to all Mortgagees and Guarantors of Residential Properties of any cancellation, substantial modification, or non-renewal; and

(v) A provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any related to the loss.

(c) **Restoring Damaged Improvements**. In the event of damage to or destruction of property that the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Damaged improvements on the property shall be repaired or reconstructed unless at least seventy-five percent (75%) of Members decide within sixty (60) days after the loss not to repair or reconstruct. If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such sixty (60) day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Elements shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, then the insurance proceeds shall be paid to the Owners (first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner) as their interests are determined (for Lots based upon equal allocations and for Condominium Units, if any, based upon the square footage size of each Condominium Unit) and the insurance proceeds available. All mortgages, liens

and other charges against the Residential Properties shall be paid out of the insurance proceeds before any proceeds are released to an Owner(s).

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of its Members or the Owners of Residential Properties, as appropriate, and placed in a capital improvements account.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 7.3(a).

Policies secured on behalf of a Neighborhood shall be for the benefit of the Owners within the Neighborhood and their Mortgagees, as their interest may appear.

7.4 Compliance and Enforcement. The Association and every Owner and occupant of a Residential Property shall comply with the Governing Documents. The Board may impose reasonable monetary fines without notice and a hearing for a violation of the Governing Documents. In the event that any occupant, guest or invitee of a Residential Property violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; provided however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board. Additionally, the Board may impose sanctions against Owners for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in the Bylaws. Such sanctions may include, without limitation:

(a) Suspending an Owner's right to vote;

(b) Suspending any Person's right to use any Common Elements within the Properties; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Residential Property;

(c) Suspending any services provided by the Association to an Owner or the Owner's Residential Property if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;

(d) Exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(e) Requiring an Owner, as its own expense, to remove any structure or improvements on such Owner's Residential Property in violation of Article III and IV and to restore the Residential Property to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(f) Without liability to any Person, precluding any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of Article IV from continuing or performing any further activities in the Properties; and

(g) Levying Specific Assessments to cover costs incurred by the Association to bring a Residential Property into compliance with Governing Documents.

In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in the Bylaws:

(a) Exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); and

(b) Bringing suit at law or in equity to enjoin any violation or to recover monetary damages to both.

In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, the Association may record a notice of violation in the Public Records or perform such maintenance responsibilities and assess all costs incurred by the Association against the Residential Property and the Owner thereof as a Specific Assessment. Except in an emergency situation, the Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action. If a Neighborhood Committee fails to perform its maintenance responsibilities, the Association may perform such maintenance and assess the costs as a Specific Assessment against all property within such Neighborhood. Except in an emergency situation, the Association shall provide the Owner or Neighborhood Committee reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

All remedies set forth in the Governing Document shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

The Association shall not be obligated to take any action if the Board reasonably determines that the Association's position is not strong enough to justify taking such action. Such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or estop the Association from enforcing any other covenant, restriction or rule.

The Association, by contract or other agreement, may enforce applicable city and county ordinances, if applicable, and permit the Town of Jackson to enforce ordinances within the Properties for the benefit of the Association and its Members.

[NEED TO ADD FINES AND TOWING OF CARS]

7.5 Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association may be exercised by the Board or delegated to a Neighborhood Committee or other committee of the Association without a vote of the membership.

7.6 Indemnification of Officers, Directors and Others. The Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement or any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under Wyoming law or the Bylaws.

7.7 **Maintenance of Association Standing**. The Association shall be obligated to maintain itself in good standing with the Wyoming Secretary of State and any other governmental entities having jurisdiction over the activities or existence of the Association.

7.8 **Powers of the Association Relating to Neighborhoods**. The Association shall have the power to veto any action taken or contemplated to be taken by any Neighborhood Committee which the Board reasonably determines to be adverse to the interests of the Association or it Members or inconsistent with the Community-Wide Standard. The Association also shall have the power to require specific action to be taken by any Neighborhood Committee in connection with its obligations and responsibilities, such as requiring specific maintenance or repairs or aesthetic changes to be effectuated and requiring that a proposed budget include certain items and that expenditures be made therefore.

A Neighborhood Committee shall take appropriate action required by the Association in a written notice within the reasonable time frame set by the Association in the notice. If the Neighborhood Committee fails to comply, the Association shall have the right to effect such action on behalf of the Neighborhood Committee and levy Specific Assessments to cover the costs, as well as an administrative charge and sanctions.

ARTICLE VIII – ASSOCIATION FINANCES

8.1 **Budgeting and Allocating Common Expenses; Base Assessments**. At least thirty (30) days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.3. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Residential Properties, and the amount to be generated through the levy of Base Assessments, Special Assessments and Specific Assessments against each.

The Association is hereby authorized to levy Base Assessments against all Residential Properties subject to assessment under Section 8.7 to fund the Common Expenses. The liability for Common Expenses described herein shall be allocated based on a fraction, the numerator of which shall be one and the denominator of which shall be the number of Residential Properties then existing on the Properties.

The Board shall send a copy of the final budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Owner not less than thirty (30) nor more than sixty (60) days prior to the effective date of such budget. Such budget and assessment shall automatically become effective unless subject to the limitation on increases of assessments provided for in Section 8.6.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

The Board may revise the budget and adjust the Base Assessment from time to time during the year, subject to the notice requirements and the limitations on increases of assessments provided for in Section 8.6.

8.2 **Budgeting and Allocating Neighborhood Expenses**. At least thirty (30) days before the beginning of each fiscal year, the Board shall prepare a separate budget covering the estimated Neighborhood Expenses for each Neighborhood on whose behalf Neighborhood Expenses are expected to

be incurred during the coming year. Each such budget shall include any costs for additional services or a higher level of services which the Owners in such Neighborhood have approved pursuant to Section 6.4 and any contribution to be made to a reserve fund pursuant to Section 8.3. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Residential Properties, and the amount required to be generated through the levy of Neighborhood and Special Assessments against the Residential Properties in such Neighborhood.

The Association is hereby authorized to levy Neighborhood Assessments equally against all Residential Properties which are subject to assessment under Section 8.7 to fund Neighborhood Expenses; provided, if so specified in the applicable Supplemental Declaration or if so directed by petition signed by a majority of the Owners within the Neighborhood, any portion of the assessment intended for exterior maintenance of structures or replacement reserves which pertain to particular structures shall be levied on each of the benefited Residential Properties in proportion to the benefit received. All insurance expenses included within the Neighborhoods Expenses shall be allocated proportionally to each Unit and/or Lot in accordance with the requirements of Section 7.3 for such Neighborhood.

The Board shall cause a copy of the Neighborhood budget and notice of amount of the Neighborhood Assessment for the coming year to be delivered to each Owner in the Neighborhood not less than thirty (30) nor more than sixty (60) days prior to the beginning of the fiscal year; provided, however, if the Neighborhood Assessment is increased from previous year's Neighborhood Assessment, the Board shall send notice of the increase by the first class mail to the Owners not less than thirty (30) nor more than sixty (60) days prior to the increased Neighborhood Assessment becoming due. Such Neighborhood budget and Neighborhood Assessment shall automatically become effective unless subject to the limitation on increases of assessments provided for in Section 8.6.

Failure of the Members to approve a Neighborhood Assessment or failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Neighborhood Assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

The Board may revise the budget for any Neighborhood and the amount of any Neighborhood Assessment from time to time during the year, subject to the notice requirements and the limitations on increases of assessments provided for in Section 8.6.

8.3 Budgeting for Reserves. The Board shall prepare and review at least annually a reserve budget for the Common Elements and other assets of the Association and for each Neighborhood for which the Association maintains capital items as a Neighborhood Expense. The budgets shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in the Common Expense budget adopted pursuant to Section 8.1 or the Neighborhood Expense budgets adopted pursuant to Section 8.2, as appropriate, a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect both to amount and timing by annual contributions over the budget period.

8.4 Special Assessments. In addition to other authorized assessments, the Association may, subject to the limitations of Section 8.6, levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied: (i) against the entire membership if such Special Assessment is for Common Expenses; or (ii) against an individual Residential Property or Neighborhood if such Special Assessment is for an unbudgeted expense relating to less than all

of the Properties. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall provide notice of the Special Assessment by first class mail to the Owners not less than thirty (30) nor more than sixty (60) days prior to the Special Assessment becoming due.

8.5 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Residential Property as follows:

(a) To cover costs incurred in bringing a nonconforming Residential Property into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of a nonconforming Residential Property, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the nonconforming Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any Specific Assessment under this Section; and

(b) To cover the cost of providing services to a Residential Property, including but not limited to snow removal on driveways within Single Family Lots and LCE-Decking. Specific Assessments may be levied in advance.

8.6 Limitation on Increases of Assessments. Notwithstanding any provision to the contrary, and except for assessment increases necessary for emergency situations or for required insurance expenses or to reimburse the Association pursuant to Sections 8.4, the Board may not impose a Base Assessment or Neighborhood Assessment that is more than twenty percent (20%) greater than each of those assessments for the immediately preceding fiscal year, nor impose a Special Assessment which in the aggregate exceeds twenty percent (20%) of the budgeted Common Expenses for the current fiscal year, without a majority vote of a quorum of the Members who are subject to the applicable assessment at a meeting of the Association, or action without meeting by written ballot in lieu thereof signed by all of the Members of the Association.

Notwithstanding the foregoing, unless increases are attributable to actual costs for insurance required by Section 7.3 of this Declaration, the Board may not impose a Neighborhood Assessment for the Condominium Unit Neighborhood that is more than five percent (5%) greater than such assessment for the immediately preceding fiscal year without a majority vote of a quorum of the Members who are subject to the applicable assessment at a meeting of the Association, or action without meeting by written ballot in lieu thereof signed by all of the Members of the Association.

For purposes of this Section, "quorum" means more than fifty percent (50%) of the total voting power of the Association subject to the applicable assessment. For purposes of this Section, the term "Base Assessment" shall be deemed to include the amount assessed against each Residential Property for the year immediately preceding the year for which the assessment is to be increased.

An emergency situation justifying a Special Assessment may be, but shall not be limited to, any one of the following:

(a) An extraordinary expense required by an order of a court;

(b) An extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible where a threat to personal safety on the Properties is discovered;

(c) An extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible which expense could not have been reasonably foreseen by the Board in preparing and distributing the budget as provided for in Section 8.1. However, prior to the imposition or collection of such an assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. Such resolution shall be distributed to the Members with the notice of such assessment; and

(d) Any increase for required insurance expenses.

8.7 Authority to Assess Owners; Date of Commencement of Assessments; Time of Payment. The Declarant hereby establishes that the Association is authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. Subject to Sections 8.1 and 8.8, the obligation to pay the assessments provided for herein shall commence as to all Residential Properties on the first day of the month following the first conveyance of a Residential Property to an Owner not affiliated with the Declarant. The first annual assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Residential Property. Any assessments collected but not spent prior to the Association incurring expenses shall be placed into the Association's reserve account for maintenance, repair and replacement of the Common Elements and any other common amenities.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Residential Property and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, annual assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Residential Property, the Board may require the outstanding balance on all assessments to be paid in full immediately.

8.8 Personal Obligation.

(a) Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of eighteen percent (18%) per annum or such other rate as the Board may establish, subject to the limitations of Wyoming law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Residential Property until paid in full. Upon a transfer of title to a Residential Property, the grantee shall not be personally liable for any assessments and other charges due at the time of conveyance unless expressly assumed by him/her, but such transferred Residential Property shall remain subject to any liens imposed upon it pursuant to Section 8.9 herein.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner may exempt himself from liability for assessments by non-use of the Common Elements, by abandonment of his Residential Property, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement

of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

(b) **Declarant's Obligations for Assessments**. The Declarant is subject to the payment of assessments against Residential Properties that it owns.

8.9 Lien for Assessments. Each Owner, by his or her acceptance of a deed to a Residential Property, hereby vests in the Association and its agents the right and power to bring all appropriate actions against such Owner personally for the collection as a debt of any unpaid and delinquent billings for Base Assessments, Special Assessments, Specific Assessments, Neighborhood Assessments, interest, late fees, enforcement costs and other charges owing by such Owner in accordance with the terms hereof. Additionally, in order to secure payment of any billings for Base Assessments, as well as Special Assessments and Specific Assessments, interest, late fees, enforcement costs and other charges due hereunder, Declarant hereby retains, and each Owner by his or her acceptance of a deed to a Residential Property, hereby grants the Association and its agents a lien for such Base Assessments, Neighborhood Assessments, as well as Special Assessments and Specific Assessments, interest, late fees, enforcement costs and other charges for which such Owner is responsible under the terms hereof. The Board, acting on behalf of the Association, is authorized to record a notice of any unpaid amounts secured by such lien in the Public Records, which shall include a description of the applicable Residential Property and the name of the Owner thereof and the basis for the amount of the lien. Said lien shall be enforceable by the Association or its agents through all appropriate methods available under applicable Wyoming law for the enforcement of such liens, including without limitation, non-judicial foreclosure, and the Declarant and each such Owner hereby expressly grant to the Association a power of sale in connection with said lien. The Association may designate a trustee in writing from time to time to post or cause to be posted the required notices and to conduct such foreclosure sale. The trustee may be changed at any time and from time to time by an instrument in writing and signed by the President or a Vice President of the Association and attested by the Secretary or any Assistant Secretary of the Association and filed for record in the Public Records. The Association may bid for the Residential Property at the foreclosure sale and acquire, hold, lease, mortgage and convey the Residential Property. While a Residential Property is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Residential Property shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Residential Property had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same. The sale or transfer of any Residential Property shall not affect the assessment lien or relieve such Residential Property from the lien for any subsequent assessments. Notwithstanding the foregoing, any first Mortgagee that obtains title to a Residential Property after the sale or transfer of any Residential Property pursuant to foreclosure (or deed in lieu of foreclosure) shall not be subject to any lien amounts that represent more than 6 months of unpaid charges relating to the Residential Property (including assessments and costs related to the collection of the unpaid dues) in question that arose prior to such sale or transfer. Any unpaid assessments associated with the foregoing (those lien amounts that represent more than 6 months of unpaid charges) shall be deemed to be Common Expenses collectible from Owners of all Residential Properties and the lien shall be extinguished with respect to such lien amounts that represent more than 6 months of unpaid charges.

Notwithstanding the foregoing, after any such foreclosure or deed in lieu of foreclosure, such Residential Property shall remain subject to this Declaration and the new Owner of such Residential Property shall thereafter be personally liable for all charges of the type described above which relate to such Residential Property which become due after such new Owner acquires title to said Residential Property by foreclosure or by acceptance of a deed in lieu of foreclosure. Except as otherwise provided above as to holders of first Mortgages that obtain title to a Residential Property after the sale or transfer of any Residential Property pursuant to foreclosure (or deed in lieu of foreclosure)or by applicable law, no sale or transfer of any Residential Property shall: (a) relieve any Owner thereof from personal liability for any of such unpaid charges attributable to the applicable Residential Property which become due prior to the date of such sale or transfer; or (b) satisfy or extinguish the above-described lien in respect of such unpaid charges.

PART FOUR: COMMUNITY DEVELOPMENT

ARTICLE IX – ADDITIONAL RIGHTS RESERVED TO DECLARANT

9.1 Expansion by the Declarant. Until the Declarant has sold 100% of the Properties subject to this Declaration, the Declarant may annex additional properties into the regime of this Declaration provided such property is contiguous to the Properties. Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Such Supplemental Declaration shall not require the consent of Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

9.2 Additional Covenants and Easements. The Declarant may subject any portion of the Properties to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through the various Assessments as provided for herein. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. By accepting a deed to any Lot and/or Condominium Unit of the foregoing subdivision, an owner acknowledges that Declarant's reserved rights set forth in the paragraph, and expressly consents hereto to any such grant or amendment and hereby provides that such party is not an abridged or affected party and hereby grants a power of attorney to Declarant and/or its assigns for purposes of acknowledging consent to any action required to accomplish said grant or amendment, including but not limited to a partial vacation of plat. Declarant and/or its assigns hereby reserves the right to assign portions of Common Elements as Limited Common Elements (individually or collectively) either by designation on a future plat or by filing a Supplemental Declaration in the Office of the Clerk of Teton County, Wyoming.

9.3 Effect of Filing Supplemental Declarations. Any Supplemental Declaration filed pursuant to this Article shall be effective upon recording in the Public Records unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration.

9.4 Budget Considerations. As additional properties are annexed to the Properties pursuant to this Article IX, the budget of the Association may be affected, as well as assessment obligations of the Owners as a result thereof.

9.7 Right to Approve Changes to Master Rules and Regulations and to Community-Wide Standards. No amendment to or modification of any Master Rules and Regulations, Design Guidelines and/or to the Community-Wide Standards shall be effective without prior notice to and the written approval of Declarant so long as the Declarant owns property subject to this Declaration. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by Declarant and recorded in the Public Records.

9.8 Right to Appoint Members of Board. The Declarant shall have the right to appoint the members (for staggered terms of one, two and three year periods) of the Board of Directors of the Association and of any committee of the Board, including but not limited to the Neighborhoods Committees, except as otherwise provided in the Bylaws.

9.9 Right to Delay Commencement of Association, Meetings or Assessments. The Declarant hereby reserves the right to delay the filing of the Articles for the Association, creation of Bylaws and Master Rules and Regulations, or to delay the commencement of Association meetings or to delay implementation of Association assessments as required hereunder and in the Bylaws. In the event that the Declarant elects to delay the creation of the association, the rights, but not the obligations, of the Association created by this Declaration are hereby assigned to the Declarant until such time as the Association is created.

9.10 Right to Amend Plat. Declarant hereby reserves the right to amend the Plat to provide for the orderly development of the Properties as determined by the Declarant. By accepting a deed for their Residential Property, an Owner acknowledges the Declarant's rights set forth in this Section 9.10 and expressly consents thereto.

9.11 LCE. The Declarant may designate Common Area as Limited Common Elements. Such additional designation as LCE and such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. If the property is owned by someone other than Declarant, then the consent of the Owner(s) shall be necessary and shall be evidenced by their execution of the Supplemental Declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

9.12 Marketing. Declarant reserves the right for itself and its agents to install and maintain flags, banners and/or signage within the Properties and to conduct sales activities within the Properties (including, but not limited to, conducting open houses for brokers and prospective purchasers within Lots and performing other forms of advertising) for purposes of marketing and advertising the Properties.

9.13 Right to Assign Reserved Rights. Notwithstanding any other provision in this Declaration, the Declarant hereby reserves the right at any time to assign any or all of its reserved rights set forth in this Declaration to an entity that purchases at least 30% of the Properties.

9.14 Termination of Rights. The rights contained in this Article shall not terminate until the Declarant, or any individual Declarant, is no longer a record owner of any real property subject to this Declaration unless Declarant elects to terminate such reservations at an earlier date. Declarant may from time to time relinquish and surrender one or more but less than all of the reserved rights, in which event the unrelinquished reserved rights shall remain fully valid and effective for the remainder of the term thereof.

PART FIVE: PROPERTY RIGHTS WITHIN THE COMMUNITY

The nature of living in a community requires the creation of special property rights and provisions to address the needs and responsibilities of the Owners, the Declarant, the Association, and others within or adjacent to the community.

ARTICLE X – EASEMENTS

10.1 Easements in Common Elements. The Declarant grants to each Owner of a Residential Property a non-exclusive right and easement of use (subject to the rights of other Owners, Members and the Association), access and enjoyment in and to the General Common Elements. The Declarant grants to each Owner (subject to the rules, regulations, and restrictions contained in the Governing Documents) an exclusive right and easement of use, access, and enjoyment in and to the Limited Common Elements that are appurtenant to the Residential Property owned by such Owner, which shall include without limitation the decking, sidewalk and parking areas. Such exclusive right and easement of use, access, and enjoyment in the Limited Common Elements shall not be severable from the Residential Property to which it is appurtenant.

The foregoing grants shall be subject to:

(a) The restrictions, rules and regulations set forth in the Governing Documents and any other applicable covenants;

(b) Any restrictions or limitation contained in any deed and/or easement agreement conveying such property and/or easement over such property to an Owner Association; and

(c) The right of the Board to adopt rules regulating the use and enjoyment of the area of the Common Elements.

(d) The right of the Board to suspend the right of an Owner to use the Common Elements (i) for any period during which any charge or assessment against such Owner's Residential Property remains delinquent, and (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of the Governing Documents after notice and a hearing pursuant to the Bylaws.

Any Owner may extend his or her right of use and enjoyment of the Common Elements to the members of his or her family, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Residential Property, subject to the terms and conditions of this Declaration, shall be deemed to have assigned all such rights to the lessee of such Residential Property for the period of the lease.

10.2 Easements for Utilities and Infrastructure.

(a) All dedications, limitations, restrictions and reservations of easements, including those for drainage, prepared and recorded by Declarant are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth in this Declaration.

(b) The Declarant hereby grants to the Association and each Owner of a Residential Property, and, so long as the Declarant owns any real property subject to this Declaration, reserves for itself, and reserves the right to grant to the Town of Jackson, utility providers, the Association and all Owners perpetual non-exclusive utilities easements in, under, over and across the Roadways and in those areas as described on the Plat for the purpose of:

(i) Installing utilities, including without limitation, water and sewer systems, cable and other systems for sending and receiving data and/or other electronic signals; security and similar systems; roads and walkways; drainage systems and signage; to serve the Properties;

(ii) Inspecting, maintaining, repairing and replacing such utilities and infrastructure to serve the Properties; and

(iii) Access to read utility meters.

(c) All work associated with the exercise of the easements described in subsections (a) and (b) of this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements not unreasonably interfere with the use of any Residential Property and, except in an emergency, entry onto any Residential Property shall be made only after reasonable notice to the Owner or occupant.

10.3 Easements for Maintenance, Emergency and Enforcement. The Declarant grants to the Association easements over Properties as necessary to enable the Association to fulfill its maintenance responsibilities under Section 7.2. The Association shall also have the right, but not the obligation, to enter upon any Residential Property, but not to enter any structure thereon, for maintenance, emergency, security, and safety reasons and to inspect for the purpose of ensuring compliance with the Governing Documents and to enforce the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. The Declarant hereby grants to the Association, perpetual exclusive snow storage easements in, under, over and across each Lot and the snow storage areas set forth on the Plat, if any, for the purpose of orderly removal and storage by the Association of snow from the Roadways and sidewalks located within the Common Elements and Lots.

10.4 Easements for Cross-Drainage; Stormwater Drainage System is Private. The stormwater drainage system installed by the Declarant and maintained, repaired and replaced by the Association shall be a private system owned by the Association. Every Lot shall be burdened with easements for natural drainage of storm water runoff from other portions of the Properties; provided, no Person shall alter the natural drainage on any Lot to increase materially the drainage of storm water onto adjacent portions of the Properties without the consent of the Owner(s) of the affected Lot and the Board.

10.5 Easement for Emergency Vehicles; Fire Department Turnaround; Town of Jackson Easement. The Properties are hereby burdened with an easement allowing all policemen, firemen, ambulance personnel, and similar emergency personnel entry to perform their duties, including the enforcement of traffic regulations. The Teton County Fire Department and all similar emergency personnel are hereby granted an access easement over and across the Roadways (including but not limited to, the turnaround) and all other Common Area to perform their duties. Declarant hereby grants to the Town of Jackson a perpetual non-exclusive utility easements in, under, over and across the Roadways for the purpose of:

(i) Installing underground utilities to serve the Properties;

(ii) Inspecting, maintaining, repairing and replacing such underground utilities and ancillary infrastructure to serve the Properties; and

(iii) Access to read utility meters.

All work associated with the exercise of the easements described in this Section 10.5 shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements not unreasonably interfere with the use of any Residential Property and, except in an emergency, entry onto any Residential Property shall be made only after reasonable notice to the Owner or occupant.

10.6 Easement for Encroachments. Certain Lots are hereby granted exclusive LCE – TH Encorachments as set forth on **Exhibit "__"** attached hereto and incorporated herein. If any part of the Common Elements encroaches or shall hereinafter encroach upon a Residential Property, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Residential Property encroaches or shall hereafter encroach upon the Common Elements, or upon an adjoining Residential Property, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Elements or the Residential Properties. Encroachments referred to herein are limited to encroachments caused by engineering errors, settling, rising, or shifting of the earth, or by changes in position caused by construction, repair or reconstruction or any part thereof in accordance with the original plans and any encroachment due to building overhang or projection, including but not limited to, those encroachments for overhangs and projections set forth on **Exhibit "__"** as LCE – TH E.

10.7 Owner's Right to Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Elements necessary for access to its Residential Property, and shall have the right to the horizontal and lateral support of its Residential Property, and such rights shall be appurtenant to and pass with the title to each Residential Property.

10.8 Title to Roadways; Use of Roadways; Roadways are Private. Title to those portions of the Roadways within the Common Elements as described on the 1st Addition Plat, the 2nd Addition Plat and in this Declaration, shall be conveyed by Declarant to the Association to be used for private road purposes. Each Owner and occupant and each of their guests or invitees are hereby granted a non-exclusive perpetual easement and right-of-way to use the Roadways, for private road purposes, including vehicular and pedestrian ingress, egress, access to and from their Residential Property; provided, however, that such pedestrian and vehicular easements hereby granted within those portions of the Roadways shown and detailed on the Plat. Declarant hereby reserves the right to grant additional easements over and across the Roadways to utility providers and governmental entities. The Association shall have the right to control vehicular circulation through the Properties by such means as establishing speed limits, by installing speed bumps or by any other means reasonably adopted by the Association.

ARTICLE XI – WETLAND MITIGATION PLAN AND SITE

11.1 Permit and Site. The U.S. Army Corps of Engineers, Wyoming Regulatory Office (the "Corps") issued the Nationwide Permit (the "Permit") as filed by the Corps under DA Number NOW-2011-00518. The Permit approved the mitigation plan that formally established the mitigation site specifically described therein (the "Site") and stipulated the terms and conditions of the Site's construction, operation and long-term management.

11.2 Use Restrictions. Except as necessary to conduct, remediate or maintain the Site consistent with the Permit, the following shall apply:

(a) There shall be no disturbance or change in the natural habitat of the Site unless it is consistent with the Permit and promotes wetland mitigation goals and objectives.
(b) There shall be no filling, excavating, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock minerals or other materials, nor any storage nor dumping of ashes, trash, garbage, or of any other material, and no changing of the topography of the land of the Site in any manner after wetlands are established unless approved in writing by the Corps.
(c) There shall be no construction or placing of buildings, mobile homes, advertising signs, billboards or other advertising material, vehicles or other structures on the Site.
(d) There shall be no legal or de facto division, subdivision or partitioning of the Site.
(e) Use of motorized off-road vehicles to traverse the Site is prohibited.

11.3 Management Responsibilities. The Association reserves the right to and shall maintain the Site as Common Area consistent with terms and conditions enumerated in the Permit. The Association shall take action necessary to prevent the erosion of the Site and shall protect the site from losing its wetland or waterway functions and values. The Association will take action to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the mitigation purposes of the Site or that are otherwise inconsistent with the requirements of the Permit.

11.4 Reserved Rights. Declarant reserves all other rights associated with the Site, including but not limited to the right of possession of the Site (along with the Association as described herein), the right to transfer or assign their interest in the Site and the right to use the Site in any manner not prohibited by the Permit and which would not defeat or diminish the conservation purposes thereof.

11.5 Notice. The Corps shall be provided with a 60-day advance written notice of any legal action concerning this covenant, or of any action to extinguish, void or modify this covenant, in whole or in part. This Article 11 is intended to survive foreclosure, tax sales, bankruptcy proceedings, zoning changes, adverse possession, abandonment, condemnation and similar doctrines or judgments affecting the Site. A copy of this recorded document shall accompany said notice.

ARTICLE XI – ENFORCEMENT

11.1 Enforcement by Board and Owners. The limitations and requirements set forth in this Declaration shall be specifically enforceable by the Board and by any Owner. Every Owner of a Lot hereby consents to the entry of an injunction against him, her or them to terminate and restrain any violation of this Declaration. Every Owner who uses or allows such Owner's Lot to be used in violation of this Declaration further agrees to pay all costs incurred by the Board or other enforcing Owner in enforcing this Declaration, including reasonable attorneys fees, whether suit is brought or not.

11.2 Enforcement by Declarant or is Assigns. The Declarant and/or its assigns shall each have the right to enforce the limitations and requirements set forth in this Declaration, including but not limited to, the right to specifically enforce this Declaration by legal proceedings. Every Owner of a Lot hereby consents to enforcement by Declarant or its assigns, including the entry of an injunction against him, her or them to terminate and restrain any violation of this Declaration. Every Owner who uses or allows such Owner's Lot to be used in violation of this Declaration further agrees to pay all costs incurred by the Declarant and/or its assigns in enforcing this Declaration, including reasonable attorney's fees, whether suit is brought or not.

ARTICLE XII – AMENDMENT OF DECLARATION; MISCELLANEOUS

12.1 By Declarant. In addition to specific amendment rights granted elsewhere in this Declaration, until the conveyance of 75% of the Properties to an Owner unaffiliated with Declarant, Declarant may unilaterally amend or repeal this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration if such amendment is necessary to (i) bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Residential Properties; (iii) enable any institutional or Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guaranty mortgage loans on the Residential Properties; or (iv) to satisfy the requirements of any local, state or federal governmental agency. Notwithstanding the foregoing reserved amendment rights of Declarant, Declarant shall obtain written consent of mortgagees that represent at least 51% of the votes of Owners that are subject to mortgages if the subject amendment is materially adverse to such mortgagees; provided, however, that if such Mortgagees fail to respond to any written proposal for an amendment within 60 days after receipt of proper notice of the proposal (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60 day period.

12.2 By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of at least sixty-six percent (66%) of the Members. Notwithstanding the foregoing, the Members shall obtain written consent of mortgagees that represent at least 51% of the votes of Owners that are subject to mortgages if the subject amendment is materially adverse to such mortgagees; provided, however, that if such Mortgagees fail to respond to any written proposal for an amendment within 60 days after receipt of proper notice of the proposal (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60 day period.

12.3 Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant. If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any amendment shall become effective upon recording in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within thirty (30) days of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

12.4 Registration of Mailing Address; Notice; Implied Approval of Mortgagees and Guarantors. Each Owner shall register his/her mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the Association Bylaws. All notices or demands intended to be served to a Mortgagee or guarantor of a recorded mortgage shall be given by registered or certified mail, postage prepaid, return receipt requested. Any notice referred to in this Section to an Owner or the Association shall be deemed given when deposited in the United States mail in the form provided for in this Section. Any notice referred to in this Section to a Mortgagee or guarantor of a mortgage of record shall be deemed given when such entity or person receives such notice; provided, however, that if such Mortgagees or guarantors fail to respond to any written request within 60 days after receipt of proper notice of the request (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60 day period.

12.5 No Waiver. The failure of the Board or its agents to insist, in one or more instances, upon the strict performance of any of the conditions, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board.

12.6 Construction. All of said covenants, conditions and restrictions contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants or restrictions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant or restriction, or any part thereof, shall be thereby affected or impaired; and the Declarant, grantor and grantee, their heirs, successors and assigns, shall be bound by each article, section, subsection, sentence, clause and phrase of this Declaration irrespective of the fact that any article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

12.7 Mechanics Lien Rights. No labor performed or services or materials furnished with the consent of or at the request of an Owner of a Residential Property or his/her agent or her/his contractor or subcontractor shall be the basis for the filing of a lien against the Residential Property of any other Owner of a Residential Property, or against any part thereof, or against any other property of any other Owner of a Residential Property, unless such other Owner of a Residential Property has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the Owner of any Residential Property in the case of emergency repairs thereto. Labor performed or services of materials furnished for the Properties or any portion thereof, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner of a Residential Property. Any Owner may remove his/her Residential Property from a lien against two or more Residential Property or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to her/his Residential Property.

12.8 Construction by Declarant. Nothing in this Declaration, or any action taken by the Association, shall limit the right of Declarant to complete construction of improvements to the Properties owned by Declarant or to alter the foregoing, or to construct such additional improvements as Declarant deems advisable prior to completion and sale of the entire Properties. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Properties such structures and displays as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease, or otherwise. This Declaration shall not limit, nor shall any action of the Association limit, the right of Declarant at any time prior to the sale of all Residential Properties by Declarant to establish on the Properties additional easements, reservations and rights of way to itself, to utility companies, or to others as may from time to time be necessary to the proper development and disposal of the Properties.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration of Covenants, Conditions and Restrictions as of the date and year first written above.

"**Declarant**"

Hansen & Hansen, LLP,
an Idaho limited liability partnership

By: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as Partner of Hansen & Hansen, LLP, an Idaho limited liability partnership, this ____ day of _____, 20____.

Witness my hand and official seal.

_____
Notary Public
My commission expires:

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT dated this ____ day of August, 2020, by and between Hidden Hollow, LLC, a Wyoming limited liability company, hereinafter referred to as "Subdivider", and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, hereinafter referred to as the "Town", provides as follows:

WHEREAS, after approval of the Hidden Hollow Planned Unit Development Master Plan (the "HHPUD Master Plan"), the Subdivider and the Town executed a Development Agreement on June 5, 2017 for the construction of that certain on and off-site infrastructure provided for therein;

WHEREAS, Subdivider is required to construct certain public improvements (the "Improvements") as a condition of the approval of the final plat and associated Final Development Plan (Permit#P17-036 and #P18-072) approved by Town Council on May 15, 2017 (the "Development Plan"), as memorialized to date in that certain Development Agreement executed and recorded in the Office of the Teton County Clerk by the Town and the Subdivider, and all amendments thereto (the "Development Agreement"); and

WHEREAS, the Town of Jackson Land Development Regulations also require that a subdivision agreement for public improvements be executed by the Subdivider and the Town and recorded in the Office of the Teton County Clerk with a Final Plat Subdivision and if this Agreement and the Development Agreement conflict, the terms of the Development Agreement shall control with respect to the construction of that certain on and off-site infrastructure provided for therein and this Agreement shall control for that certain infrastructure, exactions and mitigation provided for herein; and

WHEREAS, the Town Council approves of the terms and conditions of this agreement for the Final Plat Subdivision designated as the Hidden Hollow 1st Addition to the Town of Jackson; and

WHEREAS, this Subdivision Improvement Agreement supplements the Development Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Subdivider on its own behalf or any successor in interest or assign, and the Town do mutually covenant and agree as follows:

1. SUBDIVIDER TO COMPLY

Subdivider has complied with all improvement requirements contained in the Development Agreement, Section 8.5.3 of the Town of Jackson Land Development Regulations, the Development Plan and subdivision improvement plans and

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specifications retained on file in the office of the Town Engineer the Planning Director, and the requirements of the Town Planning and Zoning Commission and Town Council for this subdivision and additional improvements as set forth within this document.

2. DEVELOPMENT PLAN AND FINAL PLAT REQUIREMENTS INCORPORATED

The requirements of the Town Council, as set forth in its approval of the Development Plan and Final Plat are hereby incorporated herein by reference as though fully set forth. Development and use of all land within the subdivision is limited to that conveyed by the Final Plat and the Land Development Regulations of the Town of Jackson, as they may be amended from time to time.

3. APPROVED SUBDIVISION INFRASTRUCTURE IMPROVEMENT PLANS AND SPECIFICATIONS

The subdivision infrastructure improvement plans and specifications filed by Subdivider or its agents, as approved by the Town Engineer and maintained on file in the office of the Town Engineer, and any revision of said improvement plans and specifications approved by said Town Engineer and additional improvements as set forth within the Development Agreement are hereby incorporated herein by reference as though fully set forth. All public improvement work required by Subdivider under this agreement and the Development Agreement shall be in accordance with said improvement plans and specifications.

4. ESTIMATED COST OF SUBDIVISION INFRASTRUCTURE IMPROVEMENTS AND SECURITY THEREFORE

Subdivider has completed all infrastructure required by the Development Agreement and has submitted applications to the Town of Jackson for the conveyance of required infrastructure to the Town of Jackson subject to the conditions and warranties required by the Town of Jackson. No additional improvements are required by this Agreement.

5. ESTIMATED COST OF OTHER SUBDIVISION IMPROVEMENTS AND SECURITY THEREFORE

Affordable Housing Obligation. Subdivider has constructed all Affordable Units and Workforce Units and the Affordable Housing Mitigation that were required by the HHPUD Master Plan has been satisfied.

6. PUBLIC PATHWAYS

Subdivider has completed the Pathways required by the HHPUD Master Plan and is presently in process for the conveyance of such infrastructure to the Town of Jackson and

Teton County in accordance with the HHPUD Master Plan.

7. UNDERGROUND ELECTRICAL POWER, TELEPHONE, TELEGRAPH, CABLE TELEVISION, AND GAS FACILITIES

All electrical power, telephone and telegraph communication, cable television, fiber optics and gas facilities within the subdivision has been installed underground, along with the above-ground facilities necessary to serve underground facilities, other installation of peripheral overhead electrical transmission and distribution feeder lines, or other installation of either temporary or peripheral overhead communications, distance, trunk, or feeder lines may be allowed. Subdivider understands and agrees that any and all said facilities that are to be constructed within or under any street improvements shall be in place prior to the construction of the surface street improvements. Subdivider affirms that the public utility companies, including the cable television company enfranchised by the Town, providing the said services and facilities to and within the subdivision have been directly consulted by Subdivider through its officers, agents, or employees and that Subdivider is informed as to the approximate cost to Subdivider of the provision and installation of said facilities and services underground and that the requirements for said facilities have been considered in the preparation of the subdivision improvement plans.

8. EXACTIONS:

Subdivider shall pay exactions for the following purposes and in the following amounts to the Town prior to the filing of the Final Plat:

Parks Exactions:	$ 49,275.00
School Exaction:	$ 30,000.00

10. WARRANTY:

Except for Affordable Housing Mitigation which affordable units shall have a one (1) year warranty, all work and improvements concurrently being conveyed to the Town of Jackson contemporaneous with the filing of this Final Plat and required pursuant to this agreement and the ordinances of the Town shall be subject to and shall carry a guarantee and warranty for all work and materials for a period of two (2) years from the date of acceptance, which shall be for the benefit of the Town and this obligation shall survive any release of security by the Town. The Subdivider shall post maintenance bonds or appropriate letters of credit to secure the warranties equal to 20% of the total estimated cost of construction.

11. LIABILITY:

Subdivider agrees to carry a comprehensive general liability policy with minimum limits of $500,000 for each occurrence and $1,000,000 annual aggregate for bodily injury and

$500,000 for each occurrence and $1,000,000 annual aggregate for property damage or a combined single limit policy with minimum limits of $1,000,000 for each occurrence and $2,000,000 annual aggregate which includes coverage for manufacturer and contractors, independent contractors, products, completed operations and personal injury. Subdivider also agrees to name the Town as an additional named insured as respects the contract, and a certificate of insurance covering these items shall be filed with the Town Engineer contemporaneous with the filing of the Final Plat.

12. PERFORMANCE TESTING AND INSPECTION:

Subdivider shall be required to obtain a Town approved State of Wyoming licensed engineer to perform and/or monitor all testing required per the Town standards.

Subdivider shall be responsible for obtaining all required Town permitting and abiding by the conditions set forth within same. Subdivider shall be required to complete all construction work and necessary performance tests on installed infrastructure per the Grading Permit application. Subdivider shall be responsible for the preparation of daily inspection reports and tests results. This information shall be submitted to the Town Engineer. The Town shall have the right, but not the obligation, to be present at any and all such performance tests and to perform periodic observation of any and all phases of construction. Subdivider shall notify the Public Works Department prior to the commencement of any performance test or any placement of asphalt pavement or concrete curb and gutter and shall provide placement for a representative of the Town to be present at the test or placement.

13. RELEASE OF SECURITY: As improvements are completed, the Subdivider may submit a written request to the Town Engineer for a full or partial release of the Security. Upon inspection and approval of the infrastructure applicable to the requested full or partial release of the Security, the Town Engineer may authorize the Town Finance Director to release a portion or all of the assurance, provide that the amount retained for Security shall not be less than 125% of the remaining cost to complete the improvements as such cost was set forth at the time such assurance was secured. The Planning Director and/or Town Engineer may require that a professional engineer, landscape architect, or other professional licensed or certified to practice in the State of Wyoming certify completion of the improvements applicable to the requested full or partial release of the Security.

If the Town Engineer determines that any of the improvements are not constructed in substantial compliance with the approved plans and/or specifications or requirements, the Town Engineer shall furnish the Subdivider a list of specific deficiencies of constructed or partially constructed improvements and shall be entitled to withhold a portion of the requested full or partial release of the Security reasonably determined to be sufficient to ensure correction of any deficiencies.

Alternatively, if improvements are not completed as required by this Agreement, the Town Engineer may draw and expend from the Security such funds as may be necessary to construct the improvements and/or correct deficiencies in accordance with the

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Subdivider's obligations pursuant to this Agreement and the Subdivider hereby grants the Town access to the property for the construction and completion of such work as required to fulfill the Subdivider's obligations.

Release of the Security does not constitute acceptance of the improvement; or certification of compliance with the standards of the Town of Jackson Land Development Regulations, any applicable code, or other requirement; nor is it a release of the responsibility of the Subdivider.

14. ACCEPTANCE BY THE TOWN:

THE TOWN SHALL NOT BE RESPONSIBLE FOR ANY IMPROVEMENTS, MAINTENANCE, OR CARE UNTIL THE SAME SHALL BE ACCEPTED, NOR SHALL THE TOWN EXERCISE ANY CONTROL OVER THE IMPROVEMENTS UNTIL ACCEPTED. NO OCCUPANCY WILL BE GRANTED WITHIN THE DEVELOPMENT UNTIL THE PUBLIC UTILITIES AND OTHER OUTSTANDING PUBLIC SAFETY CONCERNS (AS LISTED IN ATTACHMENT "A") HAVE BEEN ACCEPTED.

The Town agrees to accept the improvements only upon acceptable completion of the public and private infrastructure improvements, the satisfactory testing and inspection of said improvements in according with this Agreement, and the acceptance criteria set forth in this Agreement.

Prior to acceptance, the Town shall not have any responsibility with respect to any street, utility, or other improvement, nor shall the Town exercise any control over the improvements until accepted, notwithstanding the use of the same by the public or in the case of an emergency, unless the street or other improvement has been formally accepted by the Town.

Criteria for acceptance by the Town:

A. *Request for acceptance*. Upon completion of the improvements in accordance with this Agreement, the Subdivider may request, in writing, acceptance by the Town. The request for acceptance shall include all outstanding submittals required by this Agreement and the development plan for review.

B. *Final inspection*. Upon receipt of a written request for acceptance from the Subdivider, the Town Engineer, and other appropriate government agencies, within thirty (30) days will conduct a final inspection of the public and private improvements. The Town Engineer will furnish a written list of any deficiencies noted. The Town Engineer will base the inspection on compliance the approved plans and/or specifications, as required by the Town of Jackson Land Development Regulations and the Jackson Municipal Code.

C. *Acceptance and Conveyance*. Upon satisfactory completion of all construction and correction of any deficiencies noted in the Final Inspection; and in accordance with the approved plans and/or specifications, and all other standards and

procedures set forth in this Agreement have been met; as certified by a Town approved registered engineer in the State of Wyoming; and approval by the Town Engineer, and other appropriate government agencies; the Subdivider shall thereafter:

i. Convey to the Town (and the Town shall accept) the improvements, infrastructure, and associated land via a Bill of Sale prepared by the Town Attorney; and,

ii. Grant utility easements to the Town in the locations of the said improvements and infrastructure as described on **Exhibit "A"** of this Agreement.

Acceptance will be final and the infrastructure will be conveyed to the Town upon the recordation of the Bill of Sale and Easements in the Teton County Clerk's office by the Town.

D. *Responsibility to maintain*. Upon acceptance by the Town, all responsibility for the improvements shall be assumed by the Town, at its sole cost and expense, except that the Subdivider shall be subject to a two (2) year warranty on the construction of the improvements from the time of acceptance by the Town in accordance with this Agreement.

E. *Submittals*. Prior to the acceptance of any improvements, the following must be submitted to the Town Engineer for approval:

i. Legally recorded documents of all easements, or easements to be recorded at acceptance; and,

ii. A certification that there are no outstanding judgements, liens, or encumbrances on the improvements and infrastructure including all appurtenances, and land upon which the public improvements are located, provided that if there is a construction mortgage on the improvements and infrastructure then the Subdivider will obtain the mortgagees consent to such transfer and/or subordination agreements with respect to any utility easements related thereto; and,

iii. Field verified by survey record drawings and specifications in accordance with the following:

a. Record drawings shall be submitted electronically in Portable Document Format (PDF) with a corresponding AutoCAD compatible file depicting the improvements and property boundaries, GIS Shape files, and in any other format deemed suitable by the Town Engineer; and,

b. Record drawings shall show all improvements constructed including but not limited to, easements, water valves, fire hydrants, water service locations, storage tanks, pump stations, PRV vaults, sewer service locations, manholes, manhole rim and invert elevations, lift stations, streets, drainage, sidewalks, and any other relevant facilities; and,

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c. The surveyor, date of survey, coordinate system and datum used for the project shall be noted on the plans. Two permanent benchmarks with coordinates, elevations, and ties to a nearby public lands survey monument; and,

d. Each sheet of the plans shall be noted as a RECORD DRAWING; and,

e. Certification. The following certification by the project engineer shall appear on the face of the record drawings; and,

RECORD PLANS CERTIFICATE:

These record plans were prepared under my direct supervision and control and are an accurate representation of the public improvements shown hereon as they were constructed. The improvements as installed conform to the requirements of the Wyoming Department of Environmental Quality, the Wyoming Department of Transportation, the Town of Jackson, and other applicable agencies. Where the improvements were constructed in a different manner, form, type, alignment, location, or material than as originally approved, they have been so noted. (Engineer's Signature) (Engineer's Name, Printed) (Date) (Wyoming P.E. No) or signed and dated stamp.

iv. Operation, maintenance, and parts manuals; motor plate information, serial numbers, etc. for all electrical and mechanical equipment included in the improvements. Submitted in the quantity and format deemed suitable by the Town Engineer; and,

v. Submittal of all inspection and testing reports as set forth in this Agreement.

15. DEVELOPMENT COORDINATION:

Unless specifically provided in this Agreement to the contrary, the contact person representing the Town shall be the Town Engineer who shall have general responsibility for coordinating development of the improvements required herein. Subdivider shall notify the Town Engineer when improvements shall be installed. The Planning Director shall coordinate development exactions related to parks fees, school fees and affordable housing or construction of affordable housing.

16. NOTICES

Any notice or communication required or permitted herein shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Town: Town of Jackson
Attention: Town Engineer
P.O. Box 1687
Jackson, WY 83001

Subdivider: Hidden Hollow, LLC
Attn: Zane Powell
2251 North Holmes Ave.
Idaho Falls, ID 83401

Either party upon written notification sent via United States Mail, return receipt requested, may change mailing addresses and contact information.

17. BINDING EFFECT OF AGREEMENT AND MODIFICATIONS

This agreement shall run with the land included within the subdivision and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. No modification of the terms of this agreement shall be valid unless in writing and executed with the same formality as this agreement, and no waiver of the breach of the provisions of any section of this agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

18. TITLE AND AUTHORITY

Subdivider warrants to the Town that it is the record owner of the Subject Property upon which the development shall be constructed or is acting in accordance with the authority of the owner. The undersigned further warrants having full power and authority to enter into this Agreement.

19. SEVERABILITY

This agreement is to be governed and construed according to the laws of the State of Wyoming. In the event that any provision of this Agreement is held to be in violation of Town, State or Federal laws and hereby rendered invalid or unenforceable as to any party or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

TOWN OF JACKSON,
a municipal corporation
of the State of Wyoming

APPROVED AS TO FORM:

DRAFT

_____
_____, Mayor

_____
_____, Town Clerk

_____
Town Attorney

CONTENTS:

_____
Town Engineer

_____
Planning Director

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____ as Mayor of the Town of Jackson this _day of _____, 2018.

Witness my hand and official seal.

_____
Notary Public

My commission Expires:

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____ as Town Clerk of the Town of Jackson this _day of _____, 2017.

Witness my hand and official seal.

_____
Notary Public

My commission Expires:

DRAFT

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____ as Town Attorney of the Town of Jackson this __day of _____, 2020.

Witness my hand and official seal.

_____
Notary Public

My commission Expires:

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____ as Town Engineer of the Town of Jackson this day of _____, 2020.

Witness my hand and official seal.

_____
Notary Public

My commission Expires:

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Tyler Sinclair as Planning Director of the Town of Jackson this _day of _____, 2020.

Witness my hand and official seal.

_____
Notary Public

My commission Expires:

DRAFT

Hidden Hollow, LLC,
A Wyoming limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of Hidden Hollow, LLC, a Wyoming limited liability company, this ____ day of _____, 20____.

Witness my hand and official seal.

_____
Notary Public
My commission expires:

DRAFT

ATTACHMENT “A”

(Not Applicable because no additional improvements are required by this Agreement. See Development Agreement for more information.)

DRAFT

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

July 27, 2020

Mr. Brendan Conboy, Town of Jackson Planning Dept.
P.O. Box 1687, 150 E. Pearl Avenue.
Jackson, WY 83001

RE: Hidden Hollow Second Addition Plat S/D Application – Response to Staff Comments/Requirements and submittal of revised plat.

Dear Mr. Conboy,

We are in receipt of all Town of Jackson Staff comments as well as Title 22 Consultants and Nelson Engineering and have addressed said comments in **bold**:

Town Surveyor

- *While the applicant, based on the language on the plat ("lot line to be vacated") presumably intends to file a separate affidavit, it is common practice in the Town and County to vacate underlying lots at the time of a resubdivision in the Certificate of Owner on the new plat. Unless there are some legal implications which restrict this process on this plat, I would strongly suggest that the language be added in the Certificate vacating the lots in question and modifying the statement above appropriately.*
    - **Annotations have been removed and the language changed to "vacated this plat."**

- *The extension of the LCE-D 37 and the (as near as I can tell) undefined LCE-El into Lot 21 of the first addition plat strikes me as questionable. Limited Common Elements are typically owned, in common, with lot owners of this subdivision. The way this plat is drawn and labeled suggests a transfer of ownership from the common area Lot 21 owners to lot owners within this subdivision. This would appear to require a replat of the common area Lot 21. I found no language addressing this issue on this plat or the underlying plat.*
    - **These LCEs have been removed from the plat and will dealt with upon recordation of CCRs.**

- *In the Certificate of Owners, there is a reference to the affidavit No. 0975387, with no language as to why this affidavit is referenced. A "subject to" and some clarifying language would make this situation more clear.*
    - **The following language is now in the Certificate of Owner: <u>that this subdivision is subject to that Affidavit Affecting Title recorded August 15, 2019 as Doc 0975387 of record in the Office the Clerk of Teton County, Wyoming for the First Amended Master Plan on file at the Town of Jackson Planning Department and Approved by the Town Council on seventeenth day of September, 2018;</u>**

- *It might be useful, particularly for the assessor but for lot owners as well, to put the areas of the individual lots on the plat detail sheets.*
    - **Lot Dimensions and areas have been added.**

- *Should the "LCE-PS 26, 27, 28" as shown on sheet 3 be referenced as an access element?*
    - **LCE-TH has been added to the Certificate of Owner as an access easement for lots 26, 27 and 28.**
- *What is the definition and/or difference between an "LCE-PS", and an "LCE-SP" (Sheet 3 lots 31,32)?*
    - **This was a typo and should be LCE-PS. This has been corrected.**
- *The draft covenants refer to "LCE-TH", but I could not find any areas labeled as such on the plat.*
    - **LCE-TH refers to Lots 38 and 44, which are the common lots for this subdivision and the labels has been appropriately updated. The CCRs have been updated to correlate these as well.**
- *In view of the foregoing, a brief statement of the uses of the Limited Common Elements on the face of the plat would be extremely useful. e.g. LCE-**-D = Limited Common Element, Deck.*
    - **A Legend for Acronyms has been added to the plat.**

Title 22 Consultants

PLAT REVIEW – Conclusions

1) The Certificate of Owner incorrectly identifies the owner as an Idaho limited liability company. Please correct to reflect that it is a Wyoming limited liability company. **Corrected.**

2) The third paragraph in the Certificate of Owner refers to the plat as "Hidden Hollow Second Addition to the Town of Jackson." Please correct this to "Hidden Hollow 2nd Addition to the Town of Jackson." **Corrected.**

3) The signature line for Brian T. Lenz in the Certificate of Approval should be modified to reflect "Town Engineer" as opposed to "Engineer." **Corrected.**

Comments/General Observations: For your review and consideration, may not require changes:

4) The draft CCRs provided contain numerous blanks that should be completed prior to recordation. **These blanks are in place for the purpose of entering dates and document numbers and will be filled in prior to recordation.**

5) Paragraph 10.8 of the draft CCRs indicate that the roadways within the common elements will be deeded to the Association; there should be some procedure for follow up to make sure this occurs. **Mercill Avenue will be conveyed to TOJ with this Plat and Hidden Hollow Drive which is on Lot 21 (Common Area) will be conveyed to the HOA after all obligations to the TOJ via the development agreement have been completed.**

6) We question the enforceability of the POA contained in the Certificate of Owner, but recognize this is a matter for legal review. **The purpose of this is provide the single family lots the rights to vacate and combine as they wish. No change has been made.**

Note: A copy of the Hidden Hollow, LLC operating agreement can be made available upon request of the Town of Jackson Planning Department.

Town Engineer

GENERAL

1. Provide a quote from the surveyor to monument all of the lots according to the plat. This will be used to set the amount for the bond. The Bond will be released once monumentation for the subdivision has been set, or verified to be in place and not disturbed by written statement by a licensed surveyor. **The cost to monument this subdivision is $9,500. A bond will be placed prior to recordation.**

2. Review and re-print sheets such that the title blocks appear correctly on the page. **This seems an error in viewing a pdf. These title block do exist on the plat pages. See attached.**
3. Provide a review sheet that shows the plat overlaid on the utilities plan to verify that all the services are located within the appropriate LCE. **This will be provided to the Town Engineer prior to the meeting on August 2nd.**
4. Recommend using a consistent naming convention for the plat name. For example, the first addition uses the format "1st" with lower case letters and the second addition use "2ND" with upper case, and is some locations spells out "Second". **Resolved as previously stated above.**

NOTES

1. Because there are no Town owned sewer facilities within this 2nd subdivision revise the note regarding sewer collection and treatment to as follows or recommend more suitable language: HIDDEN HOLLOW 2ND ADDITION TO THE TOWN OF JACKSON WILL CONNECT WITH THE TOWN OF JACKSON PUBLIC SEWAGE COLLECTION AND TREATMENT SYSTEM. NO PUBLIC MAINTENANCE OF THE SEWER SERVICES WITHIN THIS SUBDIVISION. **The connection points to the TOJ Sewer are within Lots 38 & 44 (Common Lots) for the townhomes and thus we cannot make these statements on the plat. Please see overlay exhibit attached. Currently we will not change this language and will discuss and agree to a paradigm with the Town Engineer recordation.**
2. Because there are no Town owned water facilities within this 2nd subdivision revise the note regarding water supply to as follows or recommend more suitable language: HIDDEN HOLLOW 2ND ADDITION TO THE TOWN OF JACKSON WILL CONNECT WITH THE TOWN OF JACKSON PUBLIC WATER SUPPLY, TREATMENT, AND DISTRIBUTION SYSTEM. NO PUBLIC MAINTENANCE OF THE WATER SERVICES WITHIN THIS SUBDIVISION. **Same response as #1.**
3. Add the following note or recommend more suitable language: NO PUBLIC MAINTENANCE OF THE GEOTHERMAL WELL SYSTEM. **It is Jorgensen's opinion that is better to have no reference to the Geothermal system since none of these lots can legally connect to it. Having notes about the system even in a non-permissive connotation could be misconstrued in the future. Additionally, should any homeowner choose to connect in the future, this would avoid have to replat the subdivision for a utility hookup. Jorgensen can discuss further with the Town Engineer prior to recordation.**

CERTIFICATE OF ENGINEER

1. Refers to a water distribution and a sewer collection system but uses singular references to multiple systems. Revise note such that the proper terms are used. **Complete**

CERTIFICATE OF OWNER

1. Add a note: that access to sewer and water facilities, including pipelines, manholes, meters and valves, is hereby granted to the Town of Jackson; and, **Complete**
2. Add a note: that access across the driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, fire fighting vehicles, and police vehicles; and, **Complete**
3. The second "that" statement refers to the subdivision as "SECOND" not 2ND as used elsewhere in the document. Revise for consistency. **Complete**
4. The twelfth "that" statement refers to the Town owning water and sewer in this subdivision. The town only owns within the first addition and not the services within the 2ND addition. Revise note to reflect this. **According to our knowledge the water and sewer actually go into all 4 of these lots where the curb stops are. For now, we will leave this unchanged and discuss with the Town Engineer prior to recordation.**
5. "Same" is capitalized in the affidavit line, recommend revising to lower case. **Complete**
6. Recommend considering some statement/language notifying people that there is a geothermal system and who owns it. Similar to the "that" statement regarding the roads. **This has been addressed this in the CCRS and this is also addressed on the 1st addition Plat No. 1389. There is no geothermal system available to these platted lots.**

PLAT SHEETS

1. Sheet 2: Notes: References "first" versus 1st. **Complete**

2. Provide a legend for the abbreviations used, e.g. LCE-PS. **Complete**

*3. Sheet 4: The line table does not appear to be complete. For example, missing lines L127-L221. Review line and curve tables and provide complete tables***. A final check of the line tables will be performed prior to recordation.**

CCRs

1. 7.2(a)(i): Review language for reference to the easement granted to the Town. References recorded same date hereof. This easement has been recorded. Revise language as necessary. **Hidden Hollow's attorney will make the necessary changes prior to recordation.**

SUBDIVISION IMPROVEMENT AGREEMENT

1. Recommend not including a SIA because all the work is covered under the Development Agreements. Revise Certificate of Owner Accordingly. **Hidden Hollow agrees and has removed this from list of recordable documents**

There were no comments from the Fire Marshal or Town Attorney to our knowledge.

Sincerely,

JORGENSEN ASSOCIATES, INC.

Brendan Schulte
Senior Project Manager

Plotted by RSchultz on 6/8/20, 3:00pm

CERTIFICATE OF SURVEYOR

State of Wyoming)
) SS
County of Teton)

I, Kenneth G. Magrath, a Wyoming Professional Land Surveyor, employed by Jorgensen Associates, P.C. of Jackson, Wyoming hereby certify that this plat was made from data obtained during field surveys performed by Jonathan H. Patterson, Wyoming PLS 13629, under my direction from June 2016 to June 2020 and from records in the Office of the Clerk of Teton County, Wyoming;

that this plat correctly represents HIDDEN HOLLOW 2ND ADDITION TO THE TOWN OF JACKSON, the boundary of which is IDENTICAL to the following described lands:

LOTS 16, 17, 18 & 20 of Hidden Hollow 1st Addition To The Town of Jackson, a subdivision of record as Plat 1389 in the Office of County Clerk for Teton County, Wyoming, said lands lying within the NW1/4 SW1/4 of Section 27, Township 41 North, Range 116 West, 6th P.M.

The above-described lands contain an area of 1.41 acres, more or less;

HIDDEN HOLLOW 2ND ADDITION TO THE TOWN OF JACKSON being SUBJECT TO and/or having the use and benefit of easements, rights-of-way, covenants, conditions, restrictions, reservations, agreements, and encumbrances as called for in the Certificate of Owner and/or as shown on any or all sheets of this plat.

Kenneth G. Magrath
Wyoming PLS 8469

The foregoing instrument was acknowledged before me by Kenneth G. Magrath this ___ day of _____ 2020.

WITNESS my hand and official seal.

Notary Public
My commission expires:

ACKNOWLEDGEMENT OF MORTGAGEE

MORTGAGE DATED JULY 11, 2019, TO SECURE AN ORIGINAL INDEBTEDNESS OF $10,211,500.00, AND ANY OTHER AMOUNTS AND/OR OBLIGATIONS SECURED THEREBY. RECORDED: JULY 16, 2019, IN DOC 0973541 MORTGAGOR: HIDDEN HOLLOW, LLC, A WYOMING LIMITED LIABILITY COMPANY. MORTGAGEE: ZIONS BANCORPORATION, N.A. DBA ZIONS FIRST NATIONAL BANK

MORTGAGE DATED JULY 30, 2019, TO SECURE AN ORIGINAL INDEBTEDNESS OF $35,200,000.00, AND ANY OTHER AMOUNTS AND/OR OBLIGATIONS SECURED THEREBY. RECORDED: JULY 30, 2019, IN DOC 0974356 MORTGAGOR: HIDDEN HOLLOW, LLC, A WYOMING LIMITED LIABILITY COMPANY. MORTGAGEE: ZIONS BANCORPORATION, N.A. DBA ZIONS FIRST NATIONAL BANK

Signature by separate affidavit recorded with this plat on the same date.

NOTES

THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISION EXCEPT AS PERMITTED BY THE TOWN OF JACKSON, WYOMING.

HIDDEN HOLLOW 2ND ADDITION SUBDIVISION WILL CONNECT WITH THE TOWN OF JACKSON PUBLIC SEWAGE COLLECTION AND TREATMENT SYSTEM. MAINTENANCE OF THE SEWER MAINS WITHIN THE SUBDIVISION, OWNED BY THE TOWN, WILL BE THE RESPONSIBILITY OF THE TOWN OF JACKSON.

HIDDEN HOLLOW 2ND ADDITION SUBDIVISION WILL CONNECT WITH THE TOWN OF JACKSON PUBLIC WATER TREATMENT, SUPPLY AND DISTRIBUTION SYSTEM. MAINTENANCE OF THE WATER MAINS WITHIN THE SUBDIVISION, OWNED BY THE TOWN, WILL BE THE RESPONSIBILITY OF THE TOWN OF JACKSON.

NO PUBLIC MAINTENANCE OF ANY STREETS AND ROADS OF THIS SUBDIVISION.

NO PUBLIC MAINTENANCE OF STORMWATER COLLECTIONS AND TREATMENT SYSTEMS.

THE TOWN OF JACKSON SHALL BE ALLOWED FULL USE OF THE STORM SEWER, ROADS, CURB, GUTTER, AND ALL OF COMMON LOTS FOR THE PURPOSES OF DEWATERING ACTIVITIES DURING CONSTRUCTION, MAINTENANCE, AND REPAIR OF THE UTILITIES WITHIN HIDDEN HOLLOW THAT ARE OWNED BY THE TOWN OF JACKSON.

THE HIDDEN HOLLOW FIRST ADDITION TO THE TOWN OF JACKSON SUBDIVISION IS SUBJECT TO DELINEATED WETLANDS ON THE PROPERTY AS NOTED BY DEPARTMENT OF THE ARMY CORPS OF ENGINEERS, OMAHA DISTRICT, WYOMING REGULATORY OFFICE ON APRIL 9, 2015.

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE

=WATER RIGHTS NOTES=

SELLER DOES NOT WARRANT TO PURCHASER THAT THE PURCHASER SHALL HAVE ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM OR RIVER WITHIN OR ADJACENT TO THE PROPOSED SUBDIVISION.

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER FOR PERSONS LIVING ON THE BANKS OF A STREAM OR RIVER.

WATER RIGHTS MAY BE ALTERED OVER TIME, FOR INFORMATION ON WATER RIGHTS APPURTENANT TO THE LANDS OF THIS SUBDIVISION AFTER THE DATE OF RECORDATION OF THIS PLAT REFER TO THE RECORDS OF THE WYOMING STATE ENGINEER'S OFFICE.

ACCORDING TO A RECENT SEARCH OF THE RECORDS OF THE WYOMING STATE ENGINEER'S OFFICE THERE ARE NO SURFACE WATER RIGHTS APPURTENANT TO THIS SUBDIVISION.

C:\Carlson2019\16016_Hidden Hollow 2nd Addition.dwg

CERTIFICATE OF OWNER

State of Wyoming)
) SS
County of Teton)

The undersigned, acting for and on behalf of, the owner and proprietor of the lands described in the Certificate of Surveyor and illustrated on Sheets 3 through 5 of this plat, do hereby certify;

that the name of the foregoing subdivision shall be HIDDEN HOLLOW 2ND ADDITION TO THE TOWN OF JACKSON;

that the lands contained within said HIDDEN HOLLOW 2ND ADDITION TO THE TOWN OF JACKSON, more particularly described in the Certificate of Surveyor hereon are hereby subdivided and that the foregoing subdivision of said lands as shown on this plat is with the free consent and in accordance with the desires of said owner;

that Lots 16, 17, 18, and 20 of Hidden Hollow 1st Addition to the Town of Jackson, of record as Plat 1389 in the Office of County Clerk for Teton County, Wyoming, and described in the Certificate of Surveyor hereon, are hereby vacated in accordance with Section 34-12-106 through Section 34-12-110 Wyoming Statutes, and that in accordance with said Section 34-12-110 said Clerk is respectfully requested to write VACATED across said lots on said Plat 1389;

that the foregoing subdivision is in accordance with, and SUBJECT TO the terms and conditions of the Planned Unit Development Plan P16-079 and P16-080 as approved by the Town Council on the 1st day of December, 2016, the 6th day of February, 2016 and going into effect on 8th day of February, 2016 under Ordinances 1167 and 1168 and subsequent amendments thereto;

that this subdivision is subject to that Affidavit Affecting Title recorded August 15, 2019 as Doc 0975387 of record in the Office the Clerk of Teton County, Wyoming for the First Amended Master Plan on file at the Town of Jackson Planning Department and Approved by the Town Council on seventeenth day of September, 2018;

that this subdivision is subject to that Development Agreement between Hansen & Hansen, LLP, and the Town Of Jackson, recorded as Document No. 0931258 in the Office of County Clerk for Teton County, Wyoming; as amended by that certain First Amendment to Development Agreement recorded in the Office of said County Clerk as Document No. 0957090;

that this subdivision is subject to that Subdivision Improvement Agreement between Hansen & Hansen, LLP, and the Town Of Jackson, recorded as Document No. 0953518 in the Office of County Clerk for Teton County, Wyoming, and that Subdivision Improvement Agreement between Hidden Hollow, LLC, and the Town of Jackson recorded on the same date hereof;

that this subdivision is subject to that certain Assignment of Declarant Rights, that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hidden Hollow 1st Addition to the Town of Jackson and the Hidden Hollow 2nd Addition to the Town of Jackson and that certain Supplement Declaration to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hidden Hollow 1st Addition to the Town of Jackson and the Hidden Hollow 2nd Addition to the Town of Jackson, all recorded the same date hereof;

that Hidden Hollow, LLC reserves for itself and its heirs, successors and assigns the right to grant unto other parties nonexclusive easements for any purposes its deems necessary in the rights of way of the roads and the utility or other easements shown on this plat, as may be amended by the terms of the third party documents that created such easements, within the foregoing subdivision, provided that such future grants shall not cause unreasonable interference with use under prior easement grants; and further reserves the right to amend, modify and/or relocate all easements created by or referenced on this plat; by accepting a deed to any Lot of the foregoing subdivision, an owner acknowledges that Declarant's reserved rights set forth in the paragraph, and expressly consents hereto to any such grant or amendment and hereby provides that such party is not an abridged or affected party and hereby grants a power of attorney to Hidden Hollow, LLC for purposes of acknowledging consent to any action required to accomplish said grant or amendment, including but not limited to a partial vacation of Plat;

that Hidden Hollow Drive is a private road that will be owned and maintained by the Hidden Hollow Owners Association and the Town of Jackson shall be under no obligation to construct, maintain or repair said road;

that the Town of Jackson will own and maintain the water and sewer mains and appurtenances within the foregoing subdivision, and within the easement as depicted on Plat 1389 of record in the Office of the Clerk of Teton County, Wyoming;

that access to sewer and water facilities, including pipelines, manholes, meters and valves, is hereby granted to the Town of Jackson;

that this subdivision is SUBJECT TO the following:

that variable width sewer and water utility easement recorded in the Office the Clerk of Teton County, Wyoming as Document No. 0953524 and as depicted on Plat 1389 of record in said office of County Clerk;

those 6' and 11' pathway easements granted to the Town of Jackson for the benefit of the public pursuant to that certain Pathway Access Easement and Agreement recorded in the Office the Clerk of Teton County, Wyoming as Document No. 0953526 and as depicted on Plat 1389 of record in said office of County Clerk;

that access and utility easements have been granted over Lots 21 and 22 of the Hidden Hollow 1st Addition to the Town of Jackson to each Lot Owner for the benefit of each Lot set forth herein pursuant to the Certificate of Owner of the Final Plat of the Hidden Hollow 1st Addition to the Town of Jackson (Plat 1389) and pursuant to the provisions set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Hidden Hollow 1st Addition to the Town of Jackson and the Hidden Hollow 2nd Addition to the Town of Jackson recorded the same date hereof;

that the Owners of Lots 26, 27 and 28 have been designated LCE-TH Parking and Sidewalks as set forth hereon and are hereby granted an access and utility easement in, on, over and across that area shown as LCE-TH Parking and Sidewalks 26, 27 and 28 hereon;

that access across the driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, fire fighting vehicles, and police vehicles;

that this subdivision is not subject to affordable housing mitigation requirements as all affordable housing mitigation has been provided for in Lots 14, 15 and 19 of said Hidden Hollow 1st Addition to the Town of Jackson;

that according to information provided by a recent search of the records of the State Engineer's Office, no surface water rights are appurtenant to the lands of the foregoing subdivision; ground water rights are appurtenant to the lands of the foregoing subdivision under the permits for wells associated with the Town of Jackson water supply system located on other properties; those ground water rights will be retained;

that all rights under the Homestead Exemption Laws of the State of Wyoming are hereby waived and released;

Hidden Hollow, LLC
an Wyoming Limited Liability Company

Signature by separate affidavit recorded with this plat on the same date.

LAND USE SUMMARY

TOTAL AREA: 1.41± Acres

22 TOTAL LOTS:

Lots 23-37 (0.74± Acres)
Common Lot 38 (0.67± Acres)
Lots 39-43 (0.17± Acres)
Common Lot 44 (0.194± Acres)

PREPARATION DATE: June 15, 2020
REVISION DATE: _____

JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

CERTIFICATE OF ENGINEER

State of Wyoming)
) SS
County of Teton)

I, Aaron F. Japel, of Jackson, Wyoming, do hereby certify that I am a licensed Wyoming Engineer, and affirm that the water distribution and sewage collection system designed to serve the foregoing subdivision was designed to meet all applicable Town of Jackson, County, State, and Federal requirements, and that said system will be adequate and safe, provided that said system are constructed as designed and operated correctly.

Aaron F. Japel Wyoming PE 10240
The foregoing instrument was acknowledged before me by Aaron Japel this ___ day of _____ 2020.

WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF APPROVAL

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

Pursuant to, and in accordance with Section 15-1-415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, HIDDEN HOLLOW 2ND ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the _____ day of _____ 2020.

ATTEST: TOWN OF JACKSON

_____ _____
Sandra P. Birdyshaw, Town Clerk Pete Muldoon, Mayor

_____ _____
Brian T. Lenz, Town Engineer Paul Anthony, Town Planning Director

The foregoing instrument was acknowledged before me by Pete Muldoon, Mayor, this ___ day of _____ 2020.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Sandra P. Birdyshaw, Town Clerk, Town Clerk, this ___ day of _____ 2020.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Brian T. Lenz, Town Engineer, this ___ day of _____ 2020.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Paul Anthony, Town Planning Director, this ___ day of _____ 2020.

WITNESS my hand and official seal.

Notary Public
My commission expires:

- PRELIMINARY -
SUBJECT TO CORRECTION AND APPROVAL

SURVEYOR & ENGINEER

Jorgensen Associates, Inc.
P.O. Box 9550
Jackson, WY 83002
307-733-5150

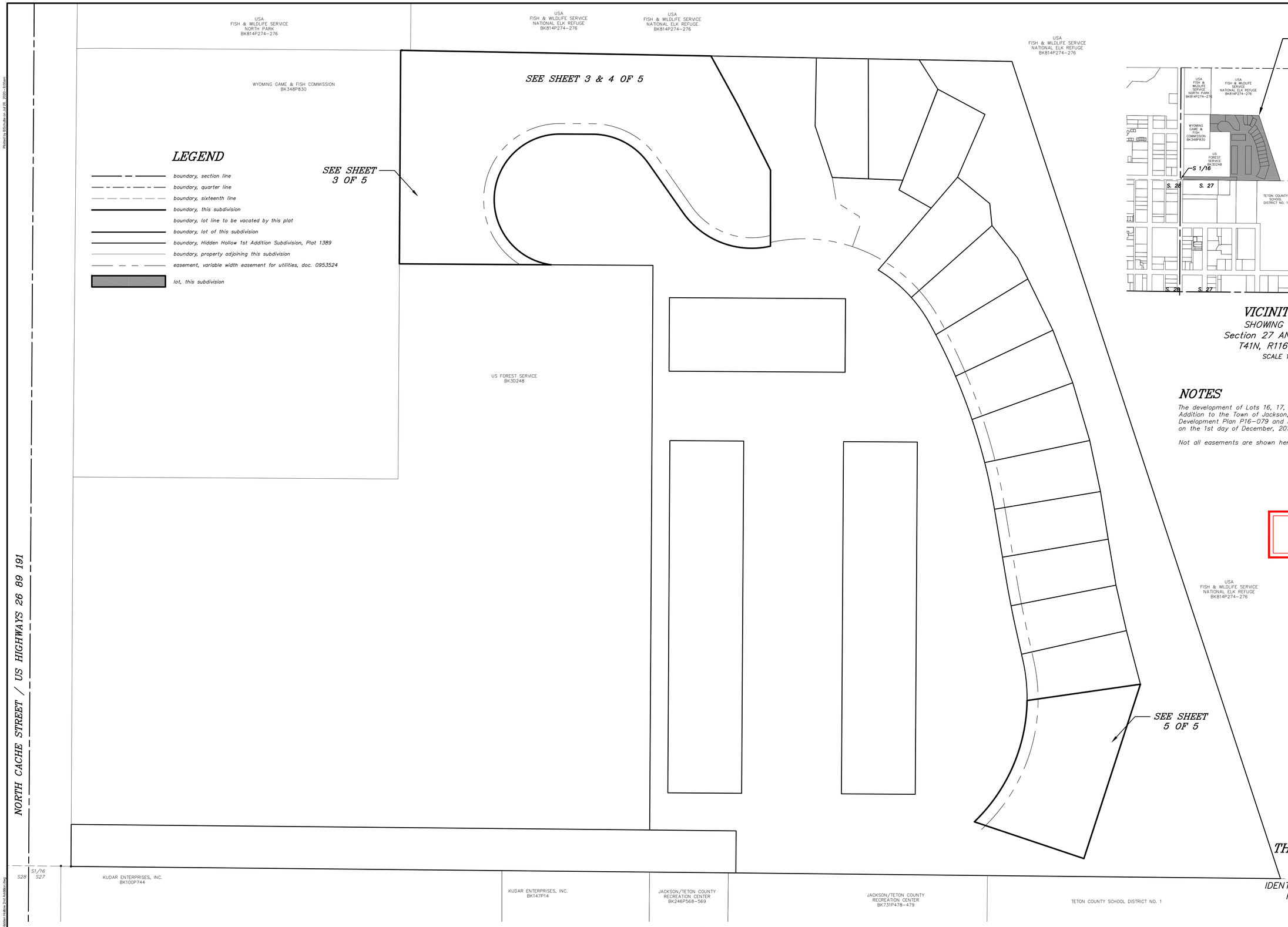
OWNER & SUBDIVIDER

Hidden Hollow, LLC
P.O. Box 50106
Idaho Falls, Idaho 43405

FINAL PLAT HIDDEN HOLLOW 2ND ADDITION TO THE TOWN OF JACKSON

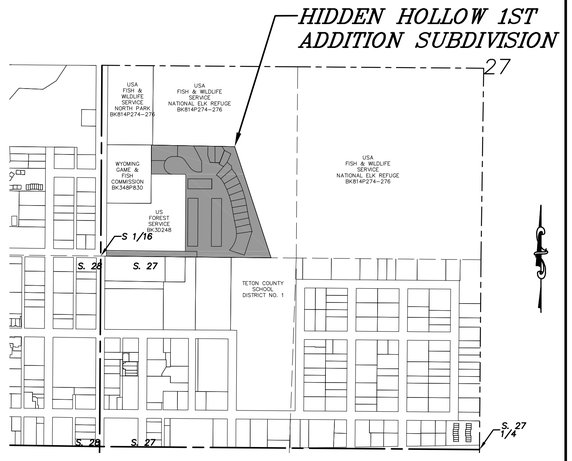
A TOWNHOUSE SUBDIVISION
IDENTICAL WITH LOTS 16, 17, 18, & 20
HIDDEN HOLLOW 1ST ADDITION
PLAT 1389.
Teton County, Wyoming
Sheet 1 of 5

PREPARED BY: YL MAP PREPARED: 07/06/2020 PROJECT NUMBER: 16016,14



LEGEND

- boundary, section line
- boundary, quarter line
- boundary, sixteenth line
- boundary, this subdivision
- boundary, lot line to be vacated by this plat
- boundary, lot of this subdivision
- boundary, Hidden Hollow 1st Addition Subdivision, Plat 1389
- boundary, property adjoining this subdivision
- easement, variable width easement for utilities, doc. 0953524
- lot, this subdivision



VICINITY MAP

SHOWING PARTS OF
Section 27 AND SECTION 28
T41N, R116W, 6th P.M.
SCALE 1"=500'

NOTES

The development of Lots 16, 17, 18, and 20 of the Hidden Hollow First Addition to the Town of Jackson, Plat 1389, pursuant to Planned Unit Development Plan P16-079 and P16-080 as approved by the Town Council on the 1st day of December, 2016, and all amendments thereto.

Not all easements are shown hereon.

– PRELIMINARY –
SUBJECT TO CORRECTION AND APPROVAL

0 40 80 120
SCALE: 1 INCH = 40 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

FINAL PLAT
HIDDEN HOLLOW 2ND ADDITION TO THE TOWN OF JACKSON

A TOWNHOUSE SUBDIVISION
IDENTICAL WITH LOTS 16, 17, 18, & 20
HIDDEN HOLLOW 1ST ADDITION
PLAT 1389.
Teton County, Wyoming
Sheet 2 of 5

JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

PREPARED BY: YL MAP PREPARED: 07/06/2020 PROJECT NUMBER: 16016.14

Plotted by BLarson Jan 15, 2020 - 2:24pm

LEGEND

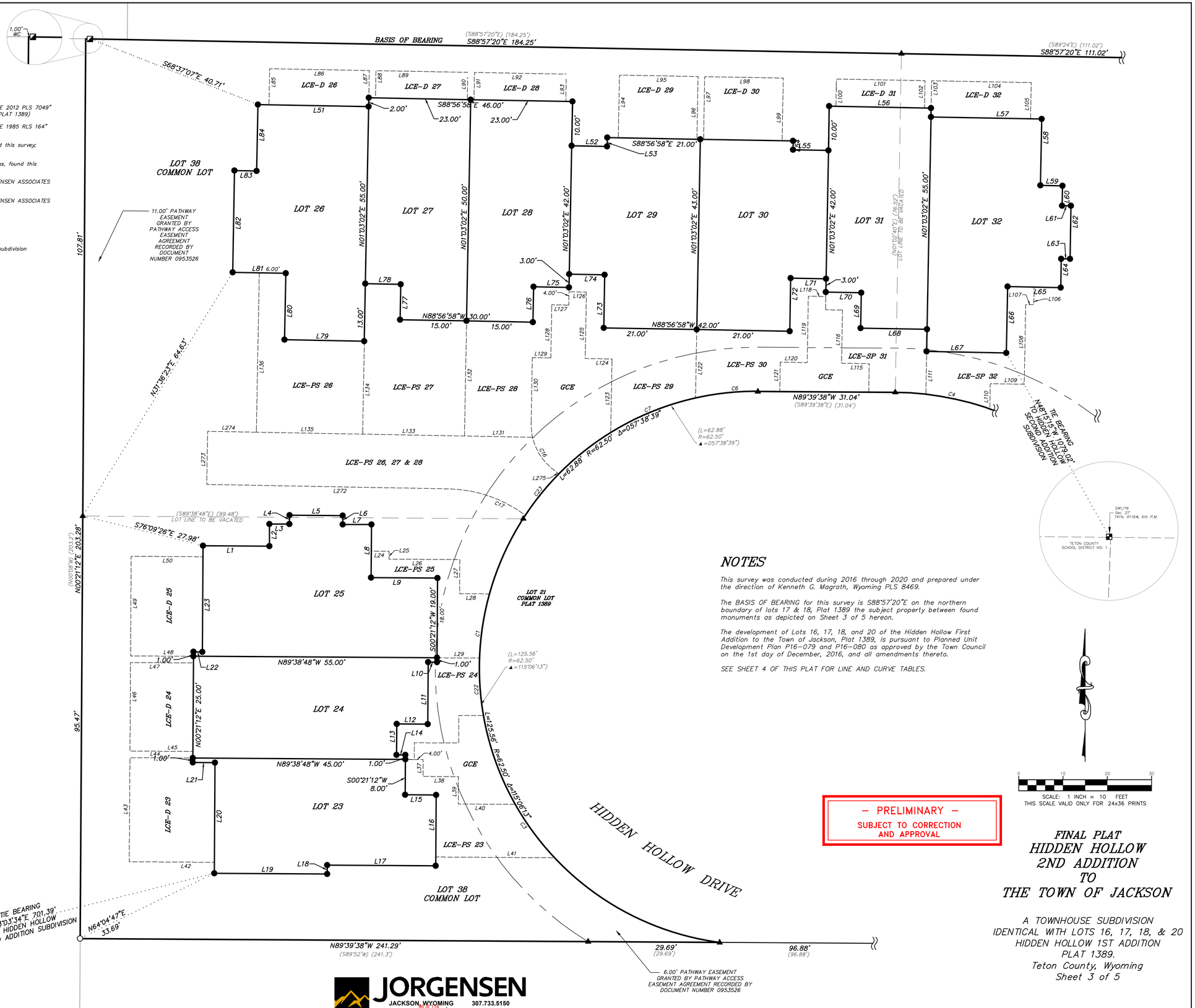
- Certified Land Corner of Record, water valve box recovered
- 3–1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 2012 PLS 7049" with other appropriate markings, recovered this survey (TYPICAL OF ALL SHOWN ON PLAT 1389)
- 3–1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 1985 RLS 164" with other appropriate markings, found this survey
- 3" diameter brass cap inscribed "PE&LS 578" with other appropriate markings, found this survey, NOTE: "WC" indicates witness corner––see detail
- 3–1/4" diameter brass cap inscribed "1967 RLS 164" with other appropriate markings, found this survey
- 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 8469" recovered this survey
- 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 8469" to be set

S89°55'57"E 320.51' — measured bearing & distance or curve geometry, this subdivision

(S89°56'20"W) (149.88') — record bearing & distance or curve geometry

S89°26'38"E 550.31' — measured bearing & distance or curve geometry for limited common elements this subdivision

- boundary, section line
- boundary, quarter line
- boundary, sixteenth line
- boundary, this subdivision
- boundary, lot line to be vacated by this plat
- boundary, lot of this subdivision
- boundary, Hidden Hollow 1st Addition Subdivision, Plat 1389
- boundary, property adjoining this subdivision
- easement, as noted
- limited common element
- tie bearing



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The development of Lots 16, 17, 18, and 20 of the Hidden Hollow First Addition to the Town of Jackson, Plat 1389, is pursuant to Planned Unit Development Plan P16–079 and P16–080 as approved by the Town Council on the 1st day of December, 2016, and all amendments thereto.

SEE SHEET 4 OF THIS PLAT FOR LINE AND CURVE TABLES.

0 10 20 30

SCALE: 1 INCH = 10 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

– PRELIMINARY –
SUBJECT TO CORRECTION AND APPROVAL

FINAL PLAT
HIDDEN HOLLOW 2ND ADDITION TO THE TOWN OF JACKSON

A TOWNHOUSE SUBDIVISION IDENTICAL WITH LOTS 16, 17, 18, & 20 HIDDEN HOLLOW 1ST ADDITION PLAT 1389.
Teton County, Wyoming
Sheet 3 of 5

JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

PREPARED BY: YL MAP PREPARED: 06/14/2020 PROJECT NUMBER: 16016.14

H:\2016\16016\16 Hidden Hollow\14 Second Addition Plat\ACAD\16016_Hidden Hollow 2nd Addition.dwg

LEGEND

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. . . . .	tie bearing
LCE–PS **	limited common element, parking space and access
LCE–D **	limited common element, deck
LCE–E **	limited common element, easement/encroachment agreement
LCE–A **	limited common element, access

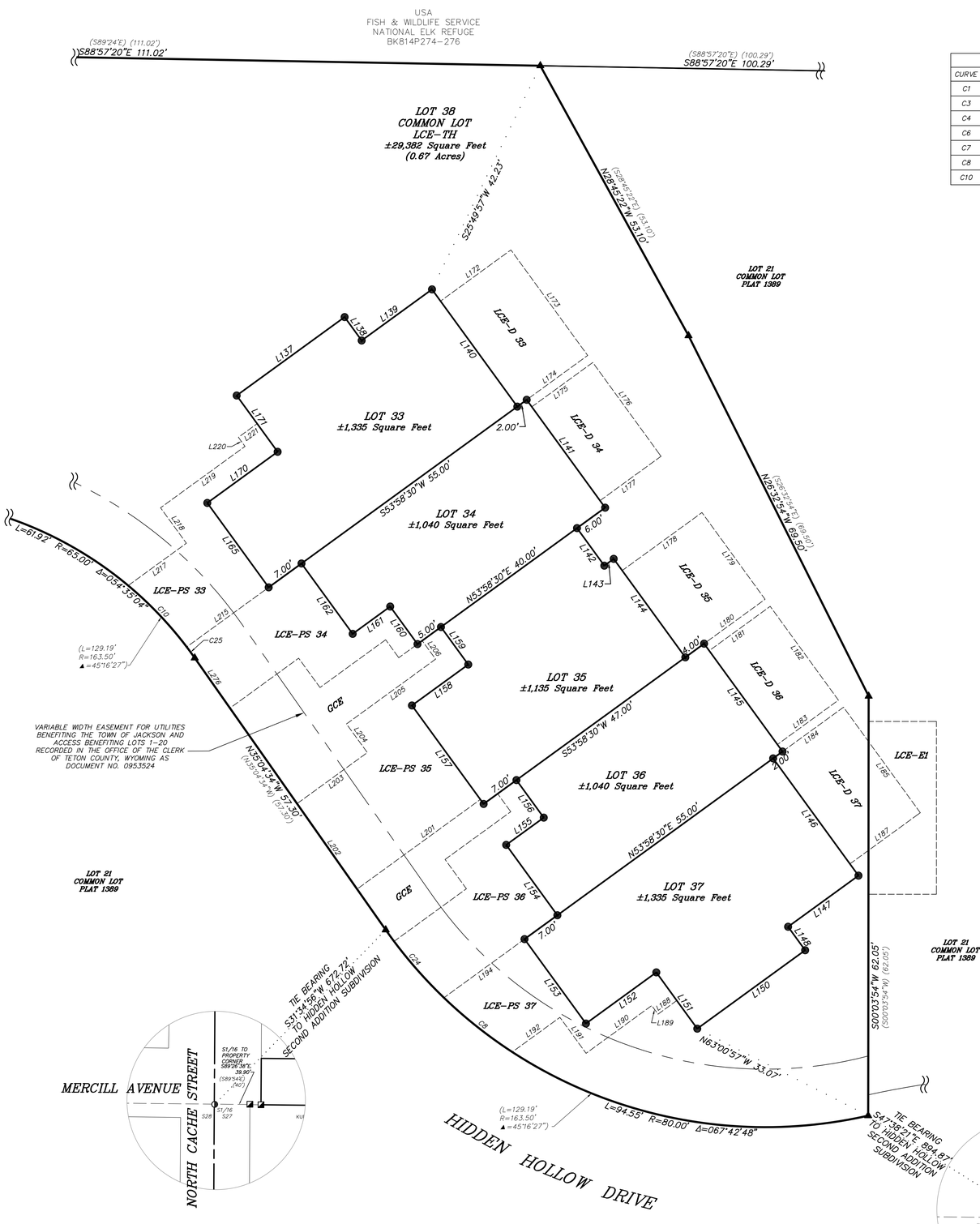
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°38'48"E	15.00
L2	N00°21'12"E	5.00
L3	S89°38'48"E	4.50
L4	N00°21'12"E	2.00
L5	S89°38'48"E	12.00
L6	S00°21'12"W	2.00
L7	S89°38'48"E	6.50
L8	S00°21'12"W	12.00
L9	S89°38'48"E	15.00
L10	N89°38'48"W	2.00
L11	S00°21'12"W	14.00
L12	N89°38'48"W	7.00
L13	S00°21'12"W	7.00
L14	S89°38'48"E	2.00
L15	S89°38'48"E	7.00
L16	S00°21'12"W	16.00
L17	N89°38'48"W	24.50
L18	S00°21'12"W	2.00
L19	N89°38'48"W	25.50
L20	N00°21'12"E	25.00
L21	N89°38'48"W	5.00
L22	S89°38'48"E	2.00
L23	N00°21'12"E	24.00
L24	N89°38'48"W	4.00
L25	N00°21'12"E	1.78
L26	N89°38'48"W	16.00
L27	N00°21'12"E	7.72
L28	N89°38'48"W	6.77
L29	S89°40'12"E	9.61
L37	N00°21'12"E	3.82
L38	N89°38'48"W	8.00
L39	N00°21'12"E	6.18
L40	N89°38'48"W	12.86
L41	S89°38'48"E	26.81
L42	N89°38'48"W	19.21
L43	N00°21'12"E	23.50
L44	S89°38'48"E	14.21
L45	S89°38'48"E	14.21
L46	S00°21'12"W	20.00
L47	N89°38'48"W	14.21
L48	S89°38'48"E	14.21
L49	S00°21'12"W	22.50
L50	N89°38'48"W	16.21
L51	S88°56'58"E	25.00
L52	S88°56'58"E	8.00
L53	N01°03'02"E	2.00
L54	S01°03'02"W	2.00
L55	S88°56'58"E	8.00
L56	S88°56'58"E	23.00
L57	S88°56'58"E	25.00

LINE TABLE		
LINE	BEARING	DISTANCE
L58	S01°03'02"W	15.00
L59	S88°57'00"E	5.00
L60	S01°03'02"W	4.50
L61	S88°56'58"E	2.00
L62	S01°03'02"W	12.00
L63	N88°56'58"W	2.00
L64	S01°03'02"W	6.50
L65	N88°56'58"W	12.00
L66	S01°03'02"W	15.00
L67	N88°56'58"W	18.00
L68	N88°56'58"W	15.00
L69	N01°03'02"E	8.00
L70	N88°56'57"W	8.00
L71	N88°56'58"W	8.00
L72	S01°03'02"W	12.00
L73	N01°03'02"E	12.00
L74	N88°56'58"W	8.00
L75	N88°56'59"W	8.00
L76	S01°03'02"W	8.00
L77	N01°03'02"E	8.00
L78	N88°56'58"W	8.00
L79	N88°56'58"W	18.00
L80	N01°03'02"E	15.00
L81	N88°56'58"W	12.00
L82	N01°03'02"E	23.00
L83	S88°56'58"E	5.00
L84	N01°03'02"E	15.00
L85	N01°02'59"E	8.15
L86	S88°56'58"E	22.50
L87	S01°02'59"W	8.15
L88	N01°02'58"E	6.15
L89	S88°56'58"E	20.75
L90	S01°03'02"W	5.00
L91	S01°02'58"W	6.15
L92	N88°56'58"W	20.75
L93	N01°03'02"E	5.00
L94	N01°02'51"E	14.16
L95	S88°56'58"E	17.75
L96	S01°02'51"W	14.16
L97	N01°02'51"E	14.16
L98	S88°56'58"E	17.75
L99	S01°02'51"W	14.16
L100	N01°02'58"E	6.16
L101	S88°56'58"E	20.00
L102	S01°02'58"W	6.16
L103	N01°02'59"E	8.16
L104	S88°56'58"E	22.50
L105	S01°02'59"W	8.16
L106	N01°03'02"E	4.00
L107	S88°56'58"E	1.83

LINE TABLE		
LINE	BEARING	DISTANCE
L108	N01°03'02"E	18.00
L109	S88°56'58"E	7.67
L110	N01°03'02"E	5.71
L111	S01°03'03"W	9.64
L115	N88°56'58"W	6.25
L116	N01°03'02"E	12.00
L118	S88°56'58"E	3.94
L119	N01°03'02"E	15.00
L120	S88°56'58"E	6.06
L122	S01°03'02"W	15.52
L123	N01°03'02"E	16.68
L124	N88°56'58"W	6.06
L125	N01°03'02"E	15.00
L126	N88°56'58"W	3.94
L222	S74°34'17"E	23.17
L223	S15°25'43"W	5.00
L224	S74°34'17"E	15.00
L225	S15°25'43"W	25.00
L226	N15°25'43"E	23.00
L227	S15°25'43"W	8.00
L228	S74°34'17"E	2.17
L229	S15°25'43"W	21.00
L230	N15°25'43"E	23.00
L231	N15°25'43"E	25.00
L232	S74°34'17"E	15.17
L233	N15°25'43"E	5.00
L234	S74°34'17"E	23.17
L235	S15°25'43"W	12.00
L236	S74°34'17"E	14.83
L237	S15°25'43"W	18.00
L238	S15°25'43"W	15.00
L239	N74°34'17"W	7.83
L240	S15°25'43"W	8.00
L241	N15°25'43"E	21.00
L242	S74°34'17"E	11.83
L243	N15°25'43"E	8.00
L244	S15°25'43"W	8.00
L245	S74°34'17"E	7.83
L246	S15°25'43"W	15.00
L247	N15°25'43"E	18.00
L248	S74°34'17"E	14.83
L249	N15°25'43"E	12.00
L250	N74°34'17"W	7.73
L251	N15°25'43"E	22.50
L252	S74°34'17"E	7.73
L253	N74°34'17"W	5.56
L254	N15°25'43"E	20.00
L255	S74°34'17"E	5.56
L256	N74°34'17"W	9.56
L257	N15°25'43"E	18.50

LINE TABLE		
LINE	BEARING	DISTANCE
L258	S74°34'17"E	9.56
L259	N74°34'17"W	5.56
L260	N15°25'43"E	20.00
L261	S74°34'17"E	5.56
L262	S74°34'17"E	7.56
L263	S15°25'43"W	22.50
L264	N74°34'17"W	7.56
L265	N15°25'43"E	6.00
L266	S74°34'17"E	3.83
L267	S15°25'43"W	1.83
L268	S74°34'17"E	18.00
L269	S15°25'43"W	7.67
L270	S74°34'17"E	29.71
L271	N74°34'17"W	34.60
L279	S74°34'17"E	33.93
L280	S86°59'32"E	2.15
L281	N54°18'00"W	3.46
L282	N74°34'17"W	19.07
L283	S15°25'43"W	6.10
L284	N74°34'17"W	19.00
L285	S15°25'43"W	3.94
L296	N62°32'35"W	2.08
L297	N74°34'17"W	19.45
L298	S15°25'43"W	7.56
L299	N74°34'17"W	18.00
L300	S15°25'43"W	1.94

Curve Table						
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT
C1	14.69	63.85	13°10'50"	N8°50'28"E	14.66	7.38
C3	15.00	62.50	13°45'18"	N36°21'20"W	14.97	7.54
C4	14.85	65.00	13°05'33"	S77°00'33"E	14.82	7.46
C6	14.19	62.50	13°00'27"	N83°50'09"E	14.16	7.13
C7	20.77	62.50	19°02'37"	S67°48'37"W	20.68	10.48
C8	15.07	88.38	9°46'01"	S51°31'53"E	15.05	7.55
C10	14.66	66.12	12°41'56"	S43°36'14"E	14.63	7.36



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– PRELIMINARY –
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0 10 20 30
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THIS SCALE VALID ONLY FOR 24x36 PRINTS

FINAL PLAT
HIDDEN HOLLOW 2ND ADDITION TO THE TOWN OF JACKSON

A TOWNHOUSE SUBDIVISION IDENTICAL WITH LOTS 16, 17, 18, & 20 HIDDEN HOLLOW 1ST ADDITION PLAT 1389.
Teton County, Wyoming
Sheet 4 of 5

JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

PREPARED BY: YL MAP PREPARED: 07/06/2020 PROJECT NUMBER: 16016.14

Plotted by BSchultz on Jul 29, 2020 - 8:16am
C:\Temp\Plat\16016 Hidden Hollow 2nd Add\Bsv.dwg

Plotted by BSchulte on Jul 29, 2020 - 8:12am

LEGEND

- Certified Land Corner of Record, water valve box recovered
- 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 2012 PLS 7049" with other appropriate markings, recovered this survey (TYPICAL OF ALL SHOWN ON PLAT 1389)
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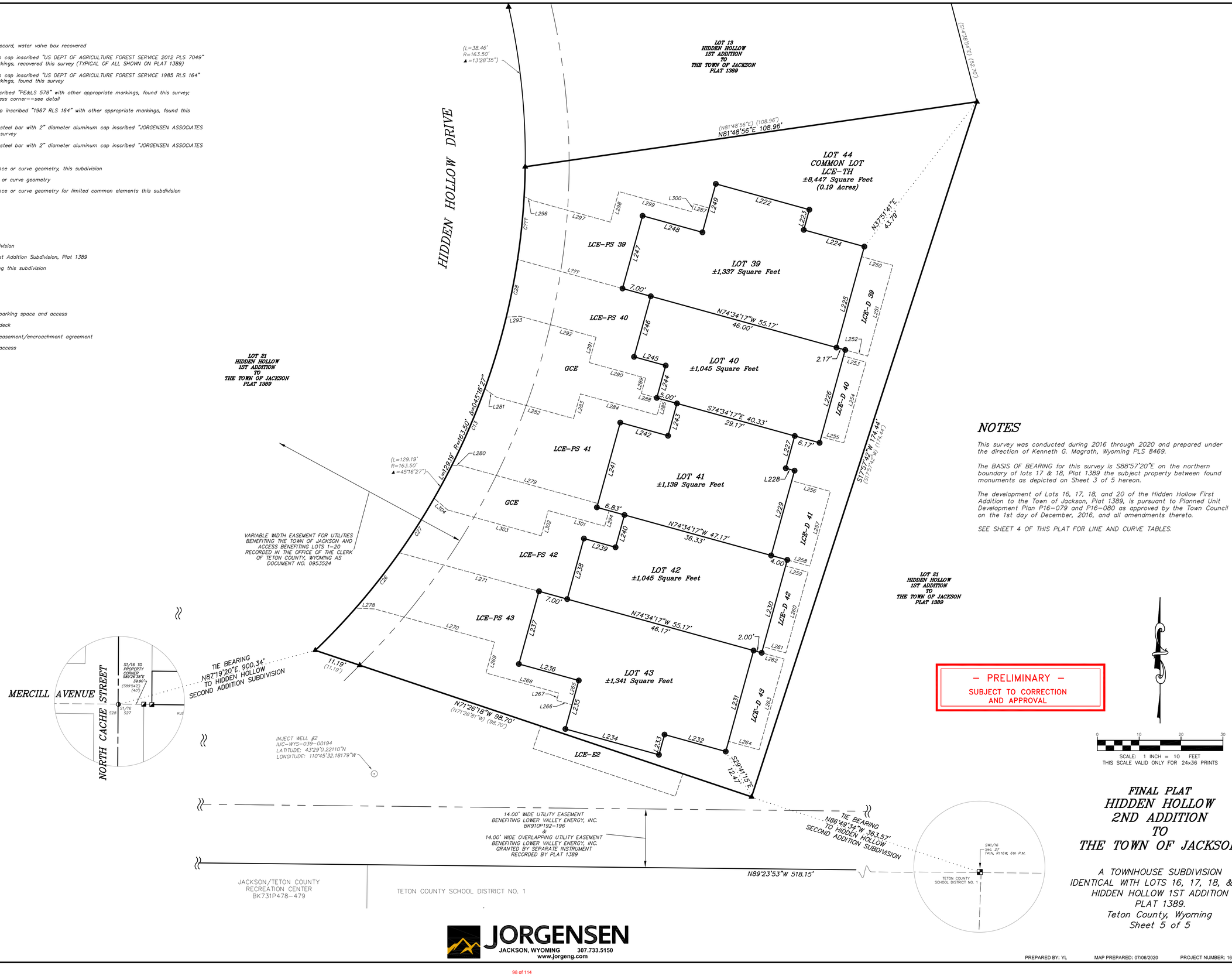

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Teton County, Wyoming
Sheet 5 of 5

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JACKSON, WYOMING 307.733.5150
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PREPARED BY: YL MAP PREPARED: 07/06/2020 PROJECT NUMBER: 16016.14

C:\Temp\Path16016_Hidden Hollow 2nd Add\Boundary.dwg

Project Plan Review History

PLANNING

Project Number P20-116
Project Name Subdivision Plat - Hidden Hollow
Type FINAL PLAT
Subtype
Status STAFF REVIEW

Applied 6/17/2020 STOL
Approved
Closed
Expired
Status

Applicant Jorgensen Associates, P.C.
Owner HIDDEN HOLLOW, LLC

Site Address 306 HIDDEN HOLLOW DRIVE
City
State
Zip

Subdivision
Parcel No 22411627334020
General Plan

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Building Kelly Sluder (6/18/2020 8:11 AM KS) The townhomes must meet the current adopted building cades when permits are applied for	APPROVED W/CONDITI	6/17/2020	7/8/2020	6/18/2020	
County Clerk Mary Smith		6/17/2020	7/8/2020		Corey Dorman
Fire Kathy Clay	NO COMMENT	6/17/2020	7/8/2020	6/17/2020	
Joint Housing Dept Stacy Stoker	NO COMMENT	6/17/2020	7/8/2020	6/22/2020	
Legal Lea Colasuonno		6/17/2020	7/8/2020		
Parks and Rec Steve Ashworth (7/14/2020 3:36 PM STOL) I know it's too late..but I didn't have any comments on P20-116. Andy Erskine, CPSI	NO COMMENT	6/17/2020	7/8/2020	7/14/2020	
Pathways Brian Schilling (7/10/2020 1:53 PM STOL) No comments from Pathways.	NO COMMENT	6/17/2020	7/8/2020	7/10/2020	

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Planning Brendan Conboy		6/17/2020	7/8/2020		
Plat Review-Survey Ken Magrath (7/1/2020 10:37 AM STOL) see attachment	APPROVED W/CONDITI	6/17/2020	7/8/2020	7/1/2020	lrudolph@nelsonengineering.net
Plat Review-Title <none>	APPROVED W/CONDITI	6/17/2020	7/8/2020	7/8/2020	Nancy Hughes

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes

(7/8/2020 9:42 AM STOL)
TITLE 22 CONSULTANTS
PLAT REVIEW - Overview
Proposed Plat: Hidden Hollow 2nd Addition to the Town of Jackson
Platted From: Lots 16, 17, 18, 20 of Hidden Hollow 1st Addition to the Town of Jackson
Located: Town of Jackson
Owner/Subdivider: Hidden Hollow, LLC, a Wyoming limited liability company
Summary: This is a 22 lot "townhome subdivision" of 4 lots within the Hidden Hollow PUD. Lots 23-37 and 39-43 are to be townhomes, and Lots 38 and 44 are designated as common lots.
Additional Documents to be Recorded Provided with Plat: 1) Amended and Restated CCRs 2) Subdivision Improvement Agreement 3) Certificate of Owner 2) Acknowledgement of Mortgagee
Title Report provided by Jackson Hole Title & Escrow Effective Date: 2.27.20
Note: Title 22 Consultants has not prepared a title report or conducted a "patent to present" search of subject land; we are basing our review on the title report provided by the title company identified above.
New documents filed of record subsequent to the effective date:
? N/A

PLAT REVIEW – Technical Review (Non Statutory)

ACCESS: Legal access is provided via Road/Common Lots 21 and 22 as granted on Plat 1389, Hidden Hollow 1st Addition
(Note: No determination has been made as to physical access).
EASEMENTS/ENCUMBRANCES: All easements cited on the title report ? Are ? Are Not shown on the proposed plat (located and/or included in the Certificate of Owner).
Comments: The title commitment omits the Amendment to Development Agreement (Document 0957090)

STREETS/ALLEYS:
? Dedicated to the public
? Private, with rights of way granted to each lot owner (See Plat 1389)
? N/A, no streets or alleys within plat boundary (See Plat 1389)

PLAT REVIEW – Technical Review (Statutory)
LOT DIMENSIONS ? Are ? Are Not properly shown.
Lots ? Are ? Are Not PROGRESSIVELY NUMBERED.
The underlying land ? Is ? Is Not VACATED.
CERTIFICATES
Certificate of Owner(s) ? Included ? To be provided via separate Affidavit
Certificate of Surveyor ? Included ? Not included
Certificate of Acceptance from ? Town of Jackson ? Teton County ? Included ? Not Included
Certificate of Mortgagee(s) ? Included ? To be provided via separate Affidavit ? N/A

PLAT REVIEW – Conclusions

Recommendations: Title 22 Consultants strongly recommends the following changes to the proposed plat:
1) The Certificate of Owner incorrectly identifies the owner as an Idaho limited liability company. Please correct to reflect that it is a Wyoming limited liability company.
2) The third paragraph in the Certificate of Owner refers to the plat as "Hidden Hollow Second Addition to the Town of Jackson." Please correct this to "Hidden Hollow 2nd Addition to the Town of Jackson."
3) The signature line for Brian T. Lenz in the Certificate of Approval should be modified to reflect "Town Engineer" as opposed to "Engineer."
Comments/General Observations: For your review and consideration, may not require changes:
1) The draft CCRs provided contain numerous blanks that should be completed prior to recordation.
2) Paragraph 10.8 of the draft CCRs indicate that the roadways within the common elements will be deeded to the Association; there should be some procedure for follow up to make sure this occurs.
3) We question the enforceability of the POA contained in the Certificate of Owner, but recognize this is a matter for legal review.
Next Steps:

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes

1. ENTITY DOCS – The owner should provide a copy of the LLC Operating Agreement and all amendments for review, to make sure the plat properly identifies the entity, and that the Certificate of Owner is executed by the correct party. Please also verify that all Exhibits are attached and properly labeled.

2. EXECUTION/ACKNOLWEDGEMENT - Once the plat and all documents to be recorded have been executed and notarized, carefully review as to proper execution and acknowledgement prior to recordation.

3. IMPLEMENT THE SOLUTIONS identified above, and provide corrected plat and documents to Title 22 Consultants for final review. There is no additional charge for up to one hour of subsequent review.

PLAT REVIEW – Disclaimer

Title 22 Consultants is not providing legal services or a legal opinion, and is not licensed to practice law in the State of Wyoming or any other state. Further, Title 22 Consultants is not providing any type of insurance service, or title insurance, and is not authorized to transact insurance in the State of Wyoming or any other state, and is not a licensed abstractor or title agent as set forth in Wyoming Statutes. Please consult an attorney or duly licensed title company if you have legal questions, or questions about the insurability of the land to subdivided pursuant to the proposed plat.

Plat Review submitted by:
Date: July 7, 2020
Nancy Hughes, Manager, Title 22 Consultants, LLC, a Wyoming TITLE 22 CONSULTANTS

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Owner/Subdivider: Hidden Hollow, LLC, a Wyoming limited liability company
Summary: This is a 22 lot "townhome subdivision" of 4 lots within the Hidden Hollow PUD. Lots 23-37 and 39-43 are to be townhomes, and Lots 38 and 44 are designated as common lots.
Additional Documents to be Recorded Provided with Plat: 1) Amended and Restated CCRs 2) Subdivision Improvement Agreement 3) Certificate of Owner 2) Acknowledgement of Mortgagee
Title Report provided by Jackson Hole Title & Escrow Effective Date: 2.27.20
Note: Title 22 Consultants has not prepared a title report or conducted a "patent to present" search of subject land; we are basing our review on the title report provided by the title company identified above.
New documents filed of record subsequent to the effective date:
? N/A

PLAT REVIEW – Technical Review (Non Statutory)

ACCESS: Legal access is provided via Road/Common Lots 21 and 22 as granted on Plat 1389, Hidden Hollow 1st Addition
(Note: No determination has been made as to physical access).
EASEMENTS/ENCUMBRANCES: All easements cited on the title report ? Are ? Are Not shown on the proposed plat (located and/or included in the Certificate of Owner).
Comments: The title commitment omits the Amendment to Development Agreement (Document 0957090)

STREETS/ALLEYS:
? Dedicated to the public
? Private, with rights of way granted to each lot owner (See Plat 1389)
? N/A, no streets or alleys within plat boundary (See Plat 1389)

PLAT REVIEW – Technical Review (Statutory)

LOT DIMENSIONS ? Are ? Are Not properly shown.
Lots ? Are ? Are Not PROGRESSIVELY NUMBERED.
The underlying land ? Is ? Is Not VACATED.
CERTIFICATES
Certificate of Owner(s) ? Included ? To be provided via separate Affidavit
Certificate of Surveyor ? Included ? Not included
Certificate of Acceptance from ? Town of Jackson ? Teton County ? Included ? Not Included

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes

Certificate of Mortgagee(s) ? Included ? To be provided via separate Affidavit ? N/A

PLAT REVIEW – Conclusions

Recommendations: Title 22 Consultants strongly recommends the following changes to the proposed plat:
1) The Certificate of Owner incorrectly identifies the owner as an Idaho limited liability company. Please correct to reflect that it is a Wyoming limited liability company.
2) The third paragraph in the Certificate of Owner refers to the plat as "Hidden Hollow Second Addition to the Town of Jackson." Please correct this to "Hidden Hollow 2nd Addition to the Town of Jackson."
3) The signature line for Brian T. Lenz in the Certificate of Approval should be modified to reflect "Town Engineer" as opposed to "Engineer."
Comments/General Observations: For your review and consideration, may not require changes:
4) The draft CCRs provided contain numerous blanks that should be completed prior to recordation.
5) Paragraph 10.8 of the draft CCRs indicate that theroadways within the common elements will be deeded to the Association; there should be some procedure for follow up to make sure this occurs.
6) We question the enforceability of the POA contained in the Certificate of Owner, but recognize this is a matter for legal review.
Next Steps:
4. ENTITY DOCS – The owner should provide a copy of the LLC Operating Agreement and all amendments for review, to make sure the plat properly identifies the entity, and that the Certificate of Owner is executed by the correct party. Please also verify that all Exhibits are attached and properly labeled.

5. EXECUTION/ACKNOLWEDGEMENT - Once the plat and all documents to be recorded have been executed and notarized, carefully review as to proper execution and acknowledgement prior to recordation.

6. IMPLEMENT THE SOLUTIONS identified above, and provide corrected plat and documents to Title 22 Consultants for final review. There is no additional charge for up to one hour of subsequent review.
PLAT REVIEW – Disclaimer
Title 22 Consultants is not providing legal services or a legal opinion, and is not licensed to practice law in the State of Wyoming or any other state. Further, Title 22 Consultants is not providing any type of insurance service, or title insurance, and is not authorized to transact insurance in the State of Wyoming or any other state, and is not a licensed abstractor or title agent as set forth in Wyoming Statutes. Please consult an attorney or duly licensed title company if you have legal questions, or questions about the insurability of the land to subdivided pursuant to the proposed plat.

Plat Review submitted by:
Date: July 7, 2020
Nancy Hughes, Manager, Title 22 Consultants, LLC, a Wyoming limited liability company

Police Todd Smith		6/17/2020	7/8/2020		
Public Works Brian Lenz	APPROVED W/CONDITI	6/17/2020	7/8/2020	7/8/2020	

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes
(7/8/2020 5:07 PM BTL)
FINAL PLAT – APPROVED w CONDITIONS

P20-116
ADDRESS: 306 and 404 Hidden Hollow Drive
OWNER: Hansen & Hansen, LLP
APPLICANT: Jorgensen Associates P.C. (Brendan Schulte)

7/8/2020
Brian Lenz, 733-3079

DATE OF SUBMITTAL: June 17, 2020
DATE OF MATERIALS: June 15, 2020
REVISION NO.:

The engineering division has reviewed your application for a FINAL PLAT submitted on and with application materials as dated above.

PRIOR TO PLAT APPROVAL THE FOLLOWING SHALL BE ADDRESSED:

GENERAL
1. Provide a quote from the surveyor to monument all of the lots according to the plat. This will be used to set the amount for the bond. The Bond will be released once monumentation for the subdivision has been set, or verified to be in place and not disturbed by written statement by a licensed surveyor.
2. Review and re-print sheets such that the title blocks appear correctly on the page.
3. Provide a review sheet that shows the plat overlaid on the utilities plan to verify that all the services are located within the appropriate LCE.
4. Recommend using a consistent naming convention for the plat name. For example the first addition uses the format “1st” with lower case letters and the second addition use “2ND” with upper case, and is some locations spells out “Second”.

NOTES
1. Because there are no Town owned sewer facilities within this 2nd subdivision revise the note regarding sewer collection and treatment to as follows or recommend more suitable language: HIDDEN HOLLOW 2ND ADDITION TO THE TOWN OF JACKSON WILL CONNECT WITH THE TOWN OF JACKSON PUBLIC SEWAGE COLLECTION AND TREATMENT SYSTEM. NO PUBLIC MAINTENANCE OF THE SEWER SERVICES WITHIN THIS SUBDIVISION.
2. Because there are no Town owned water facilities within this 2nd subdivision revise the note regarding water supply to as follows or recommend more suitable language: HIDDEN HOLLOW 2ND ADDITION TO THE TOWN OF JACKSON WILL CONNECT WITH THE TOWN OF JACKSON PUBLIC WATER SUPPLY, TREATMENT, AND DISTRIBUTION SYSTEM. NO PUBLIC MAINTENANCE OF THE WATER SERVICES WITHIN THIS SUBDIVISION.
3. Add the following note or recommend more suitable language: NO PUBLIC MAINTENANCE OF THE GEOTHERMAL WELL SYSTEM.

CERTIFICATE OF ENGINEER
1. Refers to a water distribution and a sewer collection system but uses singular references to multiple systems. Revise note such that the proper terms are used.

CERTIFICATE OF OWNER
1. Add a note: that access to sewer and water facilities, including pipelines, manholes, meters and valves, is hereby granted to the Town of Jackson; and,
2. Add a note: that access across the driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, fire fighting vehicles, and police vehicles; and,
3. The second “that” statement refers to the subdivision as “SECOND” not 2ND as used elsewhere in the document. Revise for consistency.
4. The twelfth “that” statement refers to the Town owning water and sewer in this subdivision. The town only owns within the first addition and not the services within the 2ND addition. Revise note to reflect this.
5. “Same” is capitalized in the affidavit line, recommend revising to lower case.

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes

6. Recommend considering some statement/language notifying people that there is a geothermal system and who owns it. Similar to the “that” statement regarding the roads.

PLAT SHEETS

1. Sheet 2: Notes: References “first” versus 1st.
2. Provide a legend for the abbreviations used, e.g. LCE-PS.
3. Sheet 4: The line table does not appear to be complete. For example missing lines L127-L221. Review line and curve tables and provide complete tables.

CCRs

1. 7.2(a)(i): Review language for reference to the easement granted to the Town. References recorded same date hereof. This easement has been recorded. Revise language as necessary.

SUBDIVISION IMPROVEMENT AGREEMENT

1. Recommend not including a SIA because all the work is covered under the Development Agreements. Revise Certificate of Owner Accordingly.

START		6/17/2020	7/8/2020		
Darren Brugmann					

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS
DATE: 7/28/20

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: Hidden Hollow Townhomes

2. LOCATION: Lots 16,17,18,20

3. PROJECT NUMBER: P20-116

4. CALCULATE PROPOSED PROJECT POPULATION:

UNIT TYPE	# OF UNITS	X	PERSONS HOUSED PER UNIT	PROJECTED POPULATION
STUDIO			1.25	
1 BEDROOM			1.75	
2 BEDROOM	5		2.25	11.25
3 BEDROOM	15		3.00	45
4 BEDROOM			3.75	
5 BEDROOM			4.50	
EACH ADDITIONAL BEDROOM			0.50	
DORMITORY			1 per 150 sf of net habitable area	
TOTAL				

5. CALCULATE REQUIRED PARK ACREAGE:

56.25 TOTAL PROJECTED POPULATION X 9 ACRES / 1000 RESIDENTS = 0.50625 REQUIRED ACRES

6. CALCULATE CASH-IN-LIEU:

0.5625 REQUIRED ACRES X $100,000 (VALUE OF LAND) = $ 50,625 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: 7/28/20

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: Hidden Hollow Townhomes

2. LOCATION: Lots 16, 17, 18, 20

3. PROJECT NUMBER: P20-116

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
		Lots 16,17,18,20		
.O2O ACRES PER UNIT SINGLE & TWO-FAMILY				
.015 ACRES PER UNIT MULTI-FAMILY		20		0.3

5. CALCULATE CASH IN-LIEU:

.03 LAND DEDICATION STANDARD X $100,000 (VALUE OF LAND) = $ 50,625 CASH-IN-LIEU

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

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

_____ Date:_____
Signature

Print Name: _____

Its: _____

TOWN OF JACKSON,
a municipal corporation
of the State of Wyoming

_____ Date:_____
Pete Muldoon, Mayor

Attest:

_____
Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Pete Muldoon as Mayor 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 Ill.
If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision, and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.
This ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE _____ DAY OF _____, 2020.
PASSED 2ND READING THE _____ DAY OF _____, 2020
PASSED AND APPROVED THE _____ DAY OF _____, 2020.

TOWN OF JACKSON

_____
Pete Muldoon, Mayor

ATTEST:

_____
Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

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

ORDINANCE U

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND SECTIONS 4.3.1.E.3, 4.3.1.E.8.a, 4.3.1.F.4, 4.3.1.F.6.a.ii, 4.3.1.F.7, 4.3.1.F.9.b OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO ADD COMMUNITY DEVELOPMENT DIRECTOR DUTIES AND RESPONSIBLITES AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section 2 of Town of Jackson Ordinance No. 1074 (part) and Sections 4.3.1.E.3, 4.3.1.E.8.a, 4.3.1.F.4, 4.3.1.F.6.a.ii, 4.3.1.F.7, 4.3.1.F.9.b of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

(See next page)

Div. 4.3. Planned Resort Zones Div. 4.3

The Planned Resort Zones provide for and guide the creation or continuation of planned development configured around a major recreational activity.

4.3.1. All Planned Resort Zones (7/18/18, Ord. 1196) 4.3.1

E. Procedure

A Planned Resort master plan shall be reviewed pursuant to the standard procedures set forth for review of a PUD in Sec. 8.7.3. In addition, all Planned Resort master plans shall comply with the following procedural standards.

1. **Collaboration.** This procedure is intended to promote collaboration among landowners, Teton County, and the Town of Jackson in designing land development standards specific for each resort area. While one or more landowners may propose a Planned Resort master plan, and maintain the role of the applicant as identified herein, all landowners within a resort area are encouraged to participate in the design of the master plan. Participation of all landowners within a proposed Planned Resort Zone, however, is not required for the Town Council to adopt a Planned Resort Zone.
2. **Purpose and Intent of Master Plan**. The purpose of a Planned Resort master plan is to establish the development standards and serve as a guide to all future development within the Planned Resort. The Planned Resort master plan is intended to be of sufficient detail to describe the amount, type, size, location, and impact of the proposed resort, but technical specifications of the proposed development, such as fully engineered plans or fully detailed architectural drawings, are not required.
3. **Submittal Components**. A Planned Resort master plan application shall include all lands in a given resort area, as listed in 4.3.1.B. The minimum requirements for a master plan application shall be established by the Community Development Director and shall include, but not be limited to:

   a. Statement of Purpose

   b. Master Site Plan

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c. Dimensional Limitation Plan

d. Design Guidelines

e. Transportation Demand Management Plan

f. Housing Mitigation Plan

g. Capital Improvements Plan

h. Land Use Plan

i. Phasing Plan

j. Community Services Element (optional)

4. **Joint Review by Town and County.** The Town Planning Commission and the Town Council shall receive and consider recommendations from the County Planning Commission and Board of County Commissioners regarding any Planned Resort master plan application in the Town. For the same purpose, The Town Planning Commission and Town Council shall make recommendations to the County Planning Commission and Board of County Commissioners regarding any Planned Resort master plan application within the County.
   a. **Purpose.** The purpose of the County's and Town's review of any Planned Resort in the other jurisdiction is to recognize the impact of resorts on neighboring jurisdictions and to provide an opportunity for cooperation in planning and mitigation of potential impacts.
   b. **Intent**. The intent of review is for the County Planning Commission and Board of County Commissioners to have an opportunity for review and comment of a Planned Resort. The County's role is advisory only and does not include a voting participation in review of the Planned Resort master plan.
5. **Recordation**. Upon approval, the Planned Resort Master Plan shall be prepared and recorded pursuant to the procedures outlined in the 8.7.3.D.
6. **Amendment to Official Zoning District Map**. Approval of a Planned Resort master plan also shall constitute an amendment to the Official Zoning District Map to establish the Planned Resort Zone. The public hearing notice for the Planned Resort master plan shall be accomplished so as to comply with the requirements set forth in Sec. 8.7.2.
7. **Effect of Approval**. After approval of a Planned Resort master plan, Physical

Development and Use Permit approvals are required prior to commencement of any construction or operation of any new land use within the Planned Resort. Procedural standards for Physical Development and Use Permits are outlined in Div. 8.3. and Div. 8.4. No Physical Development or Use Permits shall be approved, unless the proposal is consistent with the Planned Resort master plan. Physical Development and Use Permits may encompass only an increment of the total resort development in accordance with an approved phasing plan.

8. **Standing of Planned Resort Master Plan**. An approved Planned Resort master plan, as amended, shall specify the development standards for the Planned Resort Zone. Once approved, a Planned Resort master plan shall be subject to the following standards:
   a. **Amendment of Master Plan**. Any landowner within a Planned Resort District may apply for amendment to the Planned Resort master plan. The amendment shall be reviewed and acted upon pursuant to the procedures set forth in Sec. 8.2.13. Minor deviations from a Planned Resort master plan may be approved by the Community Development Director , pursuant to Sec. 8.2.13.

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F. Standards Applying to All Planned Resorts

1. **Consistency with Comprehensive Plan**. Planned Resort master plans shall be consistent with the goals and objectives of the Jackson/Teton County Comprehensive Plan.
2. **Compliance with LDRs**. A Planned Resort master plan shall comply with the standards of these LDRs. Notwithstanding, the applicant for a Planned Resort master plan may propose, and the Town Council may approve, alternative standards for development that are consistent with the purpose and intent of this Section. It is fully consistent with this Section that Planned Resorts may have dimensional, design, and other development standards different from those described in other sections of these LDRs due to the unique circumstances of, and community objectives for, resort development. All standards and regulations of the prior zoning district not altered pursuant to an approved Planned Resort master plan shall apply.
3. **Statement of Purpose**. The Planned Resort master plan shall have a Statement of

Purpose which describes the applicant's rationale for resort expansion and the design theme of the resort development. The Statement also shall describe how the resort master plan fulfills the intents of this Section, as specified in 4.3.1.A.

4. **Master Site Plan.** The Planned Resort master plan shall have a Master Site Plan that clearly illustrates the proposed development and the site to the satisfaction of the Community Development Director.
5. **Dimensional Limitation Plan.** The Planned Resort master plan shall have a Dimensional Limitation Plan, which specifies dimensional limitations necessary to achieve the design theme identified by the applicant. The plan shall include floor areas and floor area ratios, densities, landscape ratios, height, setbacks, building envelopes, etcetera, or other lines delineating areas on which restrictions of development are to be imposed and areas in square feet for each lot or building.
6. **Housing Element.** The Planned Resort master plan shall have a housing element to ensure a supply of affordable workforce housing that is commensurate to the demand for housing created by development within the Planned Resort.
   a. **Affordable workforce housing shall be provided pursuant to** Div. 6.3.
      i. **Housing Calculations**. Since development of a Planned Resort may span time periods over which numbers of employees and their salaries may fluctuate, the calculations performed in developing a Housing Mitigation Plan shall use data current for the most recent full year prior to application for Planned Resort master plan.
      ii. **Master Plan Estimate.** The amount of housing required and the locations where it will be provided, as presented in the Planned Resort master plan, shall be treated as an estimate/concept, and shall be finalized by the Community Development Director as Development Plans within the Planned Resort are reviewed and acted upon. Each approved Development Plan shall establish the actual amount and location of required housing for that portion of the Planned Resort master plan.
7. **Design Element.** The Planned Resort master plan shall include design guidelines, and a mechanism for their implementation, that establish design parameters for both buildings and spaces in the Planned Resort. The design

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theme of the resort shall be defined by the applicant and be consistent with the standards of this Section. This Subsection establishes concepts that the design guidelines shall address; the design guidelines shall be evaluated as to whether or not they address these concepts, as well as character objectives for specific resorts set forth in Sec. 4.3.2.-Sec. 4.3.7. The design guidelines shall be prepared by an architect or landscape architect licensed in the State of Wyoming; preparation by a person or persons of similar expertise may be permitted by the Community Development Director.

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a. **General.** There shall be visual continuity among the resort structures and design elements without unduly limiting variety in design. Development shall be compatible with the surrounding built and natural environment in both scale and character. The design theme of the Planned Resort shall have an emphasis on outdoor recreational activities and create a sense of place. A sense of place is created when site planning and architecture:

i. concentrate activities and human interaction into identifiable spaces, such as a plaza or mall;

ii. assemble a built environment that connects buildings, spaces and structures through common scale, design and materials;

iii. incorporate into the built environment the natural features and cultural heritage of the area; and

iv. produce an identifiable image that is associated with the planned resort and with Jackson Hole.

b. **Architecture.** Building design guidelines shall reflect:

i. the community's architectural character and themes

ii. a human scale, pedestrian-orientation, which are created when:

a). the height of buildings does not overwhelm people walking beside the buildings; and

b). the ground level doors, windows and design features of buildings create an interesting diversity for people walking past the buildings

iii. a built environment in keeping with the cultural and aesthetic values of the community

iv. natural attributes of the immediate vicinity

v. building materials and colors compatible with the surrounding natural and built environment.

c. **Bulk and Scale.** The design guidelines shall ensure the bulk and scale of individual buildings within the Planned Resort achieve compatibility with:

i. other structures within the Planned Resort when the resort development is completed, and

ii. neighboring structures that are not a part of the resort, and

iii. the natural environment.

d. **Signs.** The design guidelines shall include a sign component that sets forth the sign theme for the Planned Resort and specifies criteria for determining permitted sign sizes, types, and locations. The guidelines shall contain prototypical examples of all types of signs, including wall, canopy, freestanding, directional, and informational signs. The flexibility extended to Planned Resorts via this Section, to propose standards for signs different from those specified in Division 5.6, Sign Standards, is encouraged with the purpose of having sign guidelines in keeping with the unique character and needs of the resort.

e. **Lighting.** The design guides shall include an analysis of proposed project lighting. Areas to be illuminated (parking areas, walkways, entries, etc.) shall be identified, and general standards shall be set forth. Identification of models and types of standards and fixtures is encouraged, but specific illumination plans and photometric footprints are not required. Generally, lighting shall be low-intensity, low-profile, and shielded to avoid “light pollution” and glare to off-site areas. General illumination standards are set forth in Sec. 5.3.1.

f. **Site Planning**

i. **Orientation and Aspect**. Structures and public spaces within the Planned Resort, generally, shall be arranged with views of, and access to, the principal resort recreational amenity.

ii. **Entrance Features.** Entrances to the Planned Resort shall create a sense of arrival. A sense of arrival is created when the entrance into the Planned Resort is easily identifiable and is consistent with the design

theme of the resort.

iii. **Natural Resources.** The site design shall highlight the natural resources within the Planned Resort and integrate them into the layout of the resort in order to promote a connection to the natural environment. Consequently, natural features of the site, such as significant vegetation, rock outcroppings, water bodies, etc., shall be preserved and incorporated into the project design to the extent practicable.

iv. **Pathways and Pedestrian Facilities**. Pathways and pedestrian facilities, including access for the disabled, shall be integral components of the site design. The site shall provide an attractive, outdoor atmosphere that encourages use and reliance upon pathways and walkways.

a). **Safe, Convenient, and Direct Access.** Pathway and pedestrian systems shall provide safe, convenient, and direct access throughout the resort, to public lands, transit facilities and the existing or planned community pathway system, when adjacent to the resort.

b). **Pathways.** Pathways shall be provided for nonmotorized transportation, except motorized wheelchairs for the disabled shall be permitted. Bicycle racks, ski racks, etc., shall be provided at various destination points within the resort.

v. **Transportation Facilities.** Site design shall integrate safe, convenient, and direct access to transportation services and facilities (i.e., bus shelters, information kiosks) and shall incorporate the facilities necessary for the proper functioning of the Transportation Demand Management Plan (see 8.b. below.)

vi. **Circulation.** The layout of local streets, alleyways, and parking lots shall be sensitive to the natural terrain and landscape. Cut and fill areas shall be minimized, and natural features of the site such as wooded areas, rock outcroppings, and waterbodies, shall be preserved to the maximum extent practical.

vii. **Access**. Safe vehicular access appropriate for refuse removal, recycling, emergency services, and delivery shall be provided. Service

access shall not create unsafe conflicts with automobile and pedestrian access to primary destinations within the resort.

viii. **Landscaping.** Project landscaping, including hardscape areas, shall be consistent with the overall design theme of the resort. Use of indigenous plant materials is encouraged. Existing vegetation shall be preserved and incorporated into the design of the project to the extent practical, especially wooded areas and other significant vegetation which provides shelter or habitat for wildlife.

g. **Character Objectives**. Sec. 4.3.2.-Sec. 4.3.7. outline character objectives specific to each resort area that shall be incorporated into the design guidelines.

8. **Transportation Element**

The Planned Resort master plan shall have a transportation element to ensure that resort development does not produce an amount of vehicular traffic that undermines the community's character, and endangers the public health, safety and welfare (i.e., noise, air quality and traffic impacts.) The Planned Resort master plan shall provide an optimum mix of automobile, transit, and pathway facilities within the resort, encourage coordination of all resort transportation facilities with the County-wide transportation system, promote design and management which encourages shifts from single-occupancy vehicle trips to multi-occupancy trips, or other transportation modes, and provide equitable cost sharing for facilities and services.

a. **Traffic Impact Analysis**. A traffic impact and access analysis is required. At a minimum, this analysis shall contain:

i. Projections of external vehicle trips generated by the Planned Resort.

ii. Analysis of levels of service (LOS) impacts on roadway system segments and intersections serving the Planned Resort.

iii. Specification of any improvements needed to roadway system segments and intersections as a result of increased traffic from the Planned Resort.

b. **Transportation Demand Management Plan.** The Planned Resort master plan shall include a Transportation Demand Management (TDM) Plan that

demonstrates how the travel behavior of resort visitors and employees will be managed to minimize the number of vehicle trips on the roadway network resulting from the resort development. The Transportation Plan will allocate a number of vehicle trips to various roadway segments, based upon the projected traffic demand and the planned character of the roadway segments. A goal of the applicant's TDM Plan shall be to manage the transportation demands of the resort so that it is consistent with the allocation of vehicle trips to the various roadway segments that serve the Planned Resort. Potential mechanisms for managing travel behavior may include, but are not limited to:

i. Increasing average vehicle occupancy

ii. Shifting vehicular trips (resident and visitor) to public transit

iii. Shifting vehicular trips (resident and visitor) to walking, bicycling and other nonmotorized means

iv. Reducing vehicular trips through internal capture associated with mixed land use patterns.

c. **Parking and Loading**. The Planned Resort master plan shall provide parking and loading areas of sufficient amount and type to accommodate the resort's projected demand including parking for visitors and lodging guests, waiting and loading areas for transit vehicles and their passengers, and loading areas for delivery vehicles. Parking shall be designed to encourage nonmotorized transportation, transit and high occupancy vehicle use and discourage single-occupancy vehicle use.

9. **Capital Improvements Element.** The Planned Resort master plan shall have a capital improvements element to ensure that infrastructure and essential services will be provided in an efficient and timely manner to accommodate projected resort demands. Planned Resort master plans shall include a capital improvements element that identifies service providers, analyzes impacts and proposes a capital improvements plan for facilities and services needed by the resort. Such facilities and services may include, but are not limited to: transportation (including transit, parking and pathways;) potable water and wastewater treatment services; waste management (hazardous and solid;)

utilities; stormwater management and snow storage facilities.

a. **Identification and Acknowledgment of Service Providers**. The applicant shall identify the provider of all infrastructure facilities and services included in the plan. Where services are to be provided by an entity other than the applicant, documents from the service provider shall demonstrate the commitment and ability to provide such service according to the Planned Resort master plan.

b. **Impact Analysis.** An impact analysis shall be performed for all facilities and services, unless waived by the Community Development Director. Each impact analysis shall identify the following:

Deleted: Planning Director

i. The maximum daily peak capacity of existing facilities.

ii. The current daily peak demand on existing capacity.

iii. The daily peak capacity available for new development.

iv. The projected daily peak demand generated by new development in the Planned Resort.

v. When development outside of a resort is reasonably anticipated to utilize the same infrastructure system as the resort, the Town of Jackson shall provide the applicant with estimated peak demand.

vi. Any planned improvements by other entities, such as the Town of Jackson or the Teton Village Water and Sewer District, and the timing of such improvements.

vii. Any deficits in daily peak capacity potentially resulting from development within the Planned Resort--either from a strict demand standpoint or from a timing standpoint--taking into account other potential new development outside the Planned Resort.

c. **Capital Improvements Program.** The capital improvements plan shall be consistent with the impact analyses and specify how any deficiencies in infrastructure will be remedied or mitigated, including descriptions of the infrastructure improvements, the responsibility and sources of funding for the improvements, and the timing for completion of improvements. Concept plans for improvements shall be included in the capital improvements plan; engineered plans shall be provided in the final development plan

application for subsequent development.

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION VI.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE _____DAY OF _____ , 2020.
PASSED 2ND READING THE _____DAY OF _____ , 2020.
PASSED AND APPROVED THE _____DAY OF _____ , 2020.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandra, P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____day of _____, 2020.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

_____
Sandra, P. Birdyshaw, Town Clerk

ORDINANCE V

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND SECTIONS 8.2.4.D, 8.2.4.F, 8.6.2.C, 8.7.1, 8.7.2, 8.7.3.F.2, 8.9.2.B, 8.9.4.A AND 8.10 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO ADD COMMUNITY DEVELOPMENT DIRECTOR DUTIES AND RESPONSIBLITES AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section 2 of Town of Jackson Ordinance No. 1074 (part) and Sections 8.2.4.D, 8.2.4.F, , 8.6.2.C, 8.7.1, 8.7.2, 8.7.3.F.2, 8.9.2.B, 8.9.4.A and 8.10 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

(See next page)

8.2.4. Application Submittal (1/4/17, Ord. 1165)

D. Application Consolidation

The application review process is intended to encourage efficient processing.

Applicants are encouraged to consolidate the review of concurrent applications for

a single site to the extent practical. Appropriate application consolidation will be

established at the pre-application conference or by the Community Development Director along with the Planning Director and may include the waiver of overlapping application requirements. The Community Development Director along with the Planning Director may require application consolidation where the information from one application is necessary to review the compliance of another application.

F. Significant Modifications

If at any point during the review of an application the Community Development Director along with the Planning Director deems that revisions to the application are significant enough to render previous reviews incomplete or obsolete, the Community Development Director along with the Planning Director may declare that the revision is a resubmittal or a new application and declare the original application withdrawn. Such a declaration resets all review deadlines and processes, and the Community Development Director along with the Planning Director may assess a new application fee.

8.6.2. Zoning Compliance Verification (ZCV) (1/4/17, Ord. 1165) 8.6.2

A. Purpose

The purpose of a zoning compliance verification is to determine in writing if all or a portion of a property is in compliance with these LDRs at a specific point in time.

B. Applicability

A zoning compliance verification may be requested for any property, portion of a property, or attribute of a property's physical development, use, development options, or subdivision.

EXAMPLE: Examples of zoning compliance verification requests include, but are not limited to: a determination of the current development potential on a site; identification of any apparent nonconformities on a site; review of a wetland delineation or Environmental Analysis exemption prior to application submittal; and visual resource analysis that informs application submittal but is not dependent upon application information for review.

C. Findings

In order to issue a zoning compliance verification the Community Development Director along with the Planning Director shall find that the property, portion of the property, or attribute of the property in question:

1. Complies with all relevant standards of these LDRs and other Town Ordinances; and
2. Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.

D. Effect

A zoning compliance verification shall only apply to the circumstances reviewed and will only be as detailed as the information provided in the request. A zoning compliance verification does not permit any physical development, use, development option, or subdivision, nor does it guarantee approval of any application.

E. Expiration

A zoning compliance verification shall only verify zoning compliance at the time it is issued.

F. Review Process

All steps and deadlines in the following chart are required unless noted otherwise.

An applicant must complete the each step before moving to the step below.

8.7.1. LDR Text Amendment (1/1/15, Ord. 1074) 8.7.1

A. Purpose

The purpose of an LDR text amendment is to publicly review a change to these LDRs to ensure that it improves implementation of the Jackson/Teton County Comprehensive Plan or address other health, safety, or welfare issues in the community.

B. Applicability

All LDR text amendments shall be reviewed pursuant to this Section.

C. Findings

The advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. Is consistent with the purposes and organization of the LDRs;
2. Improves the consistency of the LDRs with other provisions of the LDRs;
3. Provides flexibility for landowners within standards that clearly define desired character;
4. Is necessary to address changing conditions, public necessity, and/or state or federal legislation;
5. Improves implementation of the Comprehensive Plan; and
6. Is consistent with other adopted Town Ordinances.

D. Review Process

All steps and deadlines in the following chart are required unless noted otherwise. An applicant must complete the each step before moving to the step below.

8.7.2. Zoning Map Amendment (1/1/15, Ord. 1074) 8.7.2

A. Purpose

The purpose of zoning map amendment is to publicly review a change to the Official Zoning Map to ensure that it improves implementation of the Jackson/Teton County Comprehensive Plan or address other health, safety, or welfare issues in the community.

B. Applicability

All zoning map amendments shall be reviewed pursuant to this Section.

C. Findings for Approval

The advisability of amending the Official Zoning Map is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed zoning map amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. Is consistent with the purposes and organization of the LDRs;
2. Improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan;
3. Is necessary to address changing conditions or a public necessity; and
4. Is consistent with the other adopted Town Ordinances.

D. Review Process

All steps and deadlines in the following chart are required unless noted otherwise. An applicant must complete the each step before moving to the step below.

8.7.3. Planned Unit Development (PUD)

(1/4/17, Ord. 1165)

F. Expiration

1. Expiration. A PUD shall expire if the physical development permit with which it was approved expires except under one of the following circumstances:
   a. The PUD option in Article 4. establishes an alternative expiration; or
   b. An alternate expiration is set through the approval of the PUD.
2. Effect of Expiration. Upon expiration, all rights established by the master plan shall become null and void. The Town shall amend the Official Zoning Map pursuant Sec. 8.7.2. from PUD to the zone that existed on the land prior to the PUD approval.

If the prior zone no longer exists, the Community Development Director shall propose the appropriate zone in which to place the land.

Deleted: Planning¶ 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.

C. Delegation

Any authority or duty of the Planning Director may be delegated to a professional-level employee of the Planning Department, unless specified otherwise by these LDRs.

8.10.3. Plan Review Committee

A. Purpose

The purpose of the Plan Review Committee (PRC) is to advise and assist the Planning Director and Community Development Direction in reviewing, making recommendations, and deciding applications by providing technical assistance regarding compliance with the LDRs.

B. Composition

The PRC consists of representatives of federal, state and local agencies who oversee regulations that are related to physical development, use, development options, and subdivision. The exact members of the PRC may vary from application to application, depending on the nature and magnitude of the application. Potential PRC members are listed below, however the Planning Director may alter or expand the list if an application warrants other technical expertise.

1. Town Engineer
2. County Surveyor
3. Town Clerk
4. Building Official
5. Fire Marshal
6. Teton Conservation District
7. Parks and Recreation Department
8. Pathways Coordinator
9. START
10. Jackson Police Department
11. Sheriff's Department
12. Integrated Solid Waste and Recycling
13. Jackson/Teton County Housing Department
14. Public Works
15. Teton County Public Health
16. Teton County Scenic Preserve Trust
17. Teton County Weed and Pest
18. Teton County School District
19. Teton County

Deleted: <#>To review the effectiveness of these LDRs and the Official Zoning Map in implementing the Comprehensive Plan; and¶

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20. Wyoming Department of Game and Fish
21. Wyoming Department of Transportation
22. Wyoming Department of Environmental Quality
23. US Army Corps of Engineers
24. US Fish and Wildlife Service
25. National Forest Service
26. National Park Service

8.10.4. Town Engineer

- No changes

8.10.5. Design Review Committee

- No changes

8.10.6. Planning and Zoning Commission

- No changes

8.10.7. Board of Adjustment

- No changes

8.10.8. Town Council

- No changes

8.10.9. Hearing Officer

- No changes

8.10.10. Town Attorney

In addition to the jurisdiction, authority and duties which may be conferred upon the Town Attorney by law, and the Town Council, the Town Attorney shall have the following authority and duties under the LDRs:

A. To review and approve as to form all resolutions drafted by the Community Development Director, Planning Director, Planning and Zoning Commission, Board of Adjustment, or Town Council in connection with any requirement of the LDRs;

B. To review and approve as to form all proposed new regulations or amendments to these LDRs, all Development Agreements, easements, declarations of covenants, letters of credit, performance guarantees or other such documentation in connection with any requirement of the LDRs; and

C. To advise the Town Administrator, Community Development Director, Planning Director, Planning and Zoning Commission, Board of Adjustment, and/or Town Council in regard to legal issues that may arise during implementation of the LDRs.

D. To enforce the provisions of the LDRs.

8.10.11. Housing Director

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In addition to the jurisdiction, authority, and duties, which may be conferred upon the Jackson/Teton County Affordable Housing Director by other provisions of the Jackson Municipal Code and the Town Council, the Housing Director shall have the following authority and duties under these LDRs:

A. To advise and provide technical assistance to the Town Administrator, Community Development Director, Planning Director, Planning and Zoning Commission, Board of Adjustment, and Town Council in regard to the housing issues which may arise during implementation of these LDRs; and

B. To review, consider, and decide the following applications, where the Housing Director or Department is identified as the decision maker:

1. minor deviation pursuant to Sec. 8.2.13.B.2,
2. formal interpretation pursuant to Sec. 8.6.1.,
3. zoning compliance verification pursuant to Sec. 8.6.2., and
4. administrative adjustment pursuant to Sec. 8.8.1.

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION VI.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE _____DAY OF _____ , 2020.
PASSED 2ND READING THE _____DAY OF _____ , 2020.
PASSED AND APPROVED THE _____DAY OF _____ , 2020.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandra, P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____day of _____, 2020.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

_____
Sandra, P. Birdyshaw, Town Clerk

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 20TH DAY OF JULY, 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: August 3, 2020

RE: Town Manager's Report

Center Street Hotel Parking Space Use

Crystal Creek Capital will be submitting a Public Right of Way permit for moving the covered sidewalk into the parking spaces to complete the exterior siding improvements and Public Right-of-Way work, e.g. sidewalks, curb, boardwalks, pavers, etc., on Deloney Avenue in August. This work will occupy between 4-5 parking spaces. Following the work on Deloney Ave. Following completion of the work on Deloney, Crystal Creek will be submitting another PROW permit to do the same work on Center Street from middle to end of August through October 15. The work on Center Street will take up approximately 18 parking spaces along the hotel property, plus a couple on each end to provide pedestrian connectivity. The goal is to have these frontages complete and open to the public for the winter season. Parking space closures in the downtown core are not allowed between June 15 and September 25 except for projects with approved construction management plans such as this project.