



# TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

**PREPARATION DATE:** December 14, 2017  
**MEETING DATE:** December 18, 2017

**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Bob McLaurin  
**PRESENTER:** Tyler Sinclair

**SUBJECT: Item P17-074 - Peak Facilitation - Snow King Mountain Resort Community Engagement Process Proposal**

## STATEMENT/PURPOSE

The purpose of this item is to have Council consider a proposal from Peak Facilitation to complete a Community Engagement Process Proposal for Snow King Mountain Resort. The goal of the community engagement process would be to obtain community feedback regarding the future of the Snow King Mountain Resort and surrounding base area (private and public property) to ensure future developments, uses, and policies reflect the needs of Snow King, the Town of Jackson, the US Forest Service, and the residents of the area.

## BACKGROUND/ALTERNATIVES

On August 28, 2017, Council approved the Town entering into a Memorandum of Understanding (MOU) with Snow King Resort Master Association (SKRMA) regarding the intent, schedule, expectations and cost sharing responsibilities of the parties to update the Snow King Planned Resort District Master Plan and Snow King United States Forest Service Permit Master Development Plan (MDP).

Under the MOU the responsibilities of SKRMA were to amend portions of the Snow King Planned Resort District Master Plan and specifically the following:

1. *Update the Master Plan to illustrate the current configuration and location of existing development within the Resort District; and,*
2. *Define the proposed use and location for development for Lots 53, 57, and 58 and additional uses on the East Portal; and,*
3. *Define how the West Portal shall be used in conjunction with the Forest Service Master Planning Process, including a discussion of how or if Phil Baux Park should be used; and,*
4. *Update Chapter 7 Housing and Chapter 12 Community Element of the existing master plan; and,*
5. *SKRMA shall pay all mapping / engineering / and internal costs (including staff time) associated with the Master Plan update; and,*
6. *The Town of Jackson shall pay for all Public Meetings / Public Announcements / and internal costs (including ordinary and extra needed staff time) associated with the Town of Jackson; and,*
7. *Sub-Areas 1 and 2 are expressly excluded from the amendment process defined above.*

Under the MOU Responsibilities the Town was to:

- 1) *The Town shall draft a letter to the United States Forest Service (USFS) stating that it will be a cooperating entity and support the USFS commencing its review procedure for the Snow King Forest Service Master Plan.*

Upon execution of the MOU by both parties the Town sent a letter dated November 2, 2017, (see attached) to the Forest Service requesting cooperating entity status and supporting the USFS commencing its review procedure for the Snow King Forest Service Master Plan. The Forest Service is in the process of preparing the cooperating agency documents for Town consideration at an upcoming meeting.

2) *The Town will make a good faith effort to expedite the Town and Federal review processes and commits to adding resources to ensure the requirements contained in this MOU are completed by April 1, 2018.*

At the August 28, 2017, Council meeting staff recommended the Town hire Peak Facilitation the consultant currently under contract to assist in Public Outreach and Engagement for the Engage 2017 LDR updates to assist staff in holding 2 public workshops where comments could be received on both the USFS Master Plan and Snow King Planned Resort District Master Plan, at the same time. Based upon this direction, staff and Heather Bergman with Peak Facilitation met with members of the Town, Snow King, Forest Service and the public on December 5 and 6 to determine the best strategy to move the process forward. Based upon these meetings staff and the consultant are recommending a stakeholders group and two public workshops be utilized to complete this effort. The purpose of the stakeholder group would be to develop 1-3 alternatives that coordinate uses and development on Forest Service, Town and private lands. Attached to this report is a detailed proposal and cost estimate from Peak Facilitation for Council consideration.

Upon conclusion of the Snow King Mountain Resort Community Engagement Process the following steps would take place:

1. Town would provide SKRMA feedback on the outcome/alternatives developed during the process to consider making amendments to their USFS MDP and/or Town Resort Master Plan
2. SKRMA would decide whether to make any changes to the USFS MDP, prior to concluding public scoping and/or prior to making an application to amend the Town Resort Master Plan
3. Once formal applications are finalized by SKRMA, the Town will provide formal comment as a Cooperating Agency to the USFS and as final review body during review of a Town Resort Master Plan

#### [RECOMMENDATIONS/ CONDITIONS OF APPROVAL](#)

The Planning Director recommends entering into a contract with Peak Facilitation in the amount not to exceed \$30,080.00 to complete a community engagement process for Snow King.

#### [STAKEHOLDER ANALYSIS](#)

The stakeholders involved in this issue include Snow King Mountain Recreation, the Town of Jackson organization, all patrons and users of Snow King Mountain, and the community at large.

#### [ATTACHMENTS](#)

Peak Facilitation Proposal and Cost Estimate  
Memorandum of Understanding between Snow King Resort Master Association and Town of Jackson  
Letter dated November 2, 2017 from the Town to the United States Forest Service

#### [FISCAL IMPACT](#)

The proposal from Peak Facilitation to complete a Community Engagement Process for Snow King is for \$30,080.00. There is no funding in the 2017-18 Town Planning or Administration Department Budgets to complete this work. A budget amendment would be required.

## STAFF IMPACT

Staff estimates that the Community Engagement Process for Snow King will require about 100 hours of staff time primarily by the Planning Director but staff from Planning, Public Works, Police, Pathways, Parks and Recreation and START will also need to be involved.

## LEGAL REVIEW

Legal has not be consulted on this item, but will review the contract prior to execution.

## SUGGESTED MOTION

I move to authorize the Mayor to execute a Professional Services Contract between the Town and Peak Facilitation with a fixed-fee, not-to-exceed amount of \$30,080.00 for the Snow King Community Engagement Process, subject to review and approval by the Town Attorney.

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Synopsis for PowerPoint (120 words max):

Purpose:

Background:

Fiscal Impact:

**Snow King Mountain Resort  
Community Engagement Process Proposal  
December 14, 2017**

**OVERVIEW**

**Goal:** Facilitate a fair and transparent community discussion regarding the future of the Snow King Mountain Resort and surrounding base area to ensure future developments, uses, and policies reflect the needs of Snow King, the Town of Jackson, the US Forest Service, and the residents of the area. This process will create an opportunity for all parties involved and the community as a whole to understand future development at Snow King (including the public and privately owned base properties).

**Desired Outcomes:**

- Allow the public to have a comprehensive view of future development plans by Snow King on the Bridger-Teton National Forest, Town of Jackson lands, and private lands
- Provide a forum for feedback to the Forest Service and the Town with regards to community concerns and interests
- Develop with the community potential future scenarios for Snow King and the surrounding base area Discuss potential future scenarios for meeting the needs of Snow King to be a sustainable and successful ski area while meeting the needs and desires of the community.
- Develop community understanding of the review and approval process for projects from Snow King's Master Development Plan (MDP) with the US Forest Service and the updated Master Plan with the Town of Jackson
- Provide options and perspectives to inform subsequent Snow King, Forest Service, and Town planning and decision making for developing alternatives for implementing projects in the current Snow King Master Development Plan and Master Plan with the Town of Jackson.

**Overview:** The community engagement process will be focused around the efforts of a Snow King Stakeholder Group, which will meet approximately three times for 6 to 8 hours—once a month in January, February, and March. The Stakeholder Groups efforts will be informed by a community meeting prior to the first Stakeholder Group meeting and by a second community meeting prior to the final Stakeholder Group meeting (details below).

**Time Constraints:** Snow King is eager to begin the US Forest Service analysis of the MDP proposal, as they anticipate a somewhat lengthy Environmental Impact Statement (EIS) process governed by the National Environmental Policy Act (NEPA). Additionally, the Memorandum of Understanding (MOU) between Snow King and the Town of Jackson commits to an end date of April 1, 2018, for the community engagement process. For these reasons, the proposed schedule is aggressive to ensure adequate community input and sufficient time for the Stakeholder Group to deliberate.

## APPROACH

**Creating the Snow King Stakeholder Group:** Staff from Snow King and the Town of Jackson will work with the facilitator to identify seats to be filled on the Stakeholder Group, develop a short application for prospective members to complete, and select members. Prospective community participants on the Stakeholder Group will complete applications outlining why they want to participate in the Stakeholder Group, what their history of collaborative problem solving has been, and what their availability is for the dates outlined in the schedule (see below). Seats on the Stakeholder Group will include (but not be limited to):

- Town of Jackson/Teton County Planning staff (1-2)
- Snow King Mountain Resort staff (1-2)
- Up to 10 additional members of the community representing different uses of, relationships with, and perspectives on Snow King Mountain Resort (pro, con, active users, neighbors, environmental advocates, etc.) (10)
- Bridger-Teton National Forest staff (non-voting, but available to provide technical and procedural information as requested)

**Role of the Broader Community:** The broader Jackson/Teton County community will also have a role in the process. They will first be invited to identify their interests associated with Snow King Mountain Resort Special Use Permit (SUP) boundary and the properties at the base and to suggest specific elements they would like to see included in scenarios outlining possible future development for Snow King. This will be the first meeting of the process. Then, the broader community will again be invited to respond to future scenarios developed by the Stakeholder Group—identifying for each scenario what they like, what they don't like, and what they would like to see changed. These meetings will be critical in ensuring that the Stakeholder Group understands and includes in its deliberations the diversity of ideas and perspectives in the community.

**Snow King Stakeholder Group Process:** The Stakeholder Group will meet up to 3 times to achieve the following tasks:

1. Agree on group operating protocols (membership, goals, decision-making protocols, expectations about discussion with the press, etc.).
2. Use community input and their own ideas and perspectives to develop between 2 and 5 potential future scenarios for Snow King Mountain Resort SUP boundary and the properties at the base of the ski hill (public properties and those privately owned by Snow King Mountain Resort Master Association (SKRMA) and/or its members). These will be map-based discussions, but scenarios can also include programmatic elements, pricing, policy components, etc.
3. Solicit community input on the preliminary scenarios; revise scenarios as needed to reflect community input.
4. Select a subset of between 1 and 3 scenarios to submit as the final outcome of the process to Snow King Mountain Resort, the Town of Jackson, and the US Forest Service.
5. *Note: The purpose of the scenarios is to develop a series of what-if/yes-if scenarios that demonstrate multiple ways that the interests at play in Snow King and the base properties can be balanced to maximize satisfaction for Snow King, the Town, the US Forest Service, and the community. The scenarios and the ideas in them will not be*

*binding on anyone, but they will be intended to inform the US Forest Service and the Town about potential issues, opportunities, and options related to specific project proposals. The process will inform potential revisions to the Snow King Master Plan filed with the Town of Jackson. Any letter of comment received will be used as formal input to the Forest Service environmental review process and the town planning process. The Town will use this input through their role as a cooperating agency in the Forest Service NEPA process. It is anticipated, as agreed in the MOU, that the USFS public scoping process may occur concurrently with this Town facilitated discussion. However, this process will have the potential to impact and influence proposed projects on USFS managed lands.*

## Proposed Schedule

- 12/18/17 Present process proposal to Town Council
- 1/3/18 Issue Requests for Applications to Snow King Vision Stakeholder Group
- 1/17/18 Select Members of Snow King Vision Stakeholder Group
- 1/22/18 Evening Community Meeting to Gather Input for Stakeholder Group
- 1/23/18 Stakeholder Group Meeting #1 (Daytime, 6 hours)
- 2/13/18 Stakeholder Group Meeting #2 (Daytime, 6 hours)
- 3/7/18 Stakeholder Group Meeting #3 (Daytime, 6 hours)
- 3/12/18 Evening Community Meeting to Review Scenarios
- 3/13/18 Stakeholder Group Meeting #4 (Daytime, 6 hours)

## Cost Estimate

TASKS	Bergman		Waller		TOTAL
	Rate	\$150	Rate	\$85	
	Hours	Cost	Hours	Cost	
<i>Tasks</i>					
<b>Task 1: Planning/Preparation</b>	18	\$2,700	4	\$340	\$3,040
<b>Task 2: Facilitation</b>	30	\$4,500		\$0	\$4,500
<b>Task 3: Documentation</b>	0	\$0	60	\$5,100	\$5,100
<b>Task 4: Travel Time</b>	64	\$9,600	64	\$5,440	\$15,040
<b>Task 5: Travel Direct Costs</b>		\$ 1,200		\$ 1,200	\$2,400
<b>TOTAL</b>	<b>112</b>	<b>\$18,000</b>	<b>128</b>	<b>\$12,080</b>	<b>\$ 30,080</b>