

November 5, 2018

Dear Mayor Muldoon & Councilors:

Thank you for your thoughtful review of the proposed Snow King base area masterplan amendment. We want Snow King to succeed as our Town Hill, where local kids learn how to ski, where we catch up with friends and watch wildlife, and where, in the words of a recent [great short film](#) from Stio, we run our dogs and enjoy quiet sunsets.¹ We would like to add these new comments and analysis for your consideration:

A new perspective on the deal the Town made 18 years ago

Please see our attached comments to the Planning Commission regarding the history of the base area masterplan from 2000. We have one new point to add. The County's recent review of the Grand Targhee Resort base masterplan brought up a very interesting comparison: What was the public benefit promised in *other* local resort masterplans?¹

- **Village masterplan:** 1% transfer fee on all Shooting Star sales (to START Bus)
- **Grand Targhee masterplan:** 600 acres conservation easements + 1% transfer fee on all sales (potentially changing, but still significant and binding)
- **Snake River Sporting Club masterplan:** 1% transfer fee on all sales (to school district)
- **Snow King 2000 masterplan:** what *did* Snow King promise?

In exchange for almost a million square feet of commercial and lodging development, what did Snow King agree to do in return? If there was no required public benefit, *unlike* every other resort, why did the Town Council give the owners such a massive windfall of new development? We believe the promised public benefit in the Snow King masterplan is actually quite clear: they would keep the lifts running for our community. The masterplan states:

"The Snow King ski area provides a venue for the junior ski racing programs, adult ski racing as well as recreational skiing and snowboarding, both day and night. ... It must be noted that many of our community partnership activities mentioned above often come at a high cost to Snow King. **Resort operation of lodging and other facilities provides the financial and operational platform and the resources to support these and other community-oriented activities.**"
[2000 masterplan pg. 172-173, highlight added]

Town LDRs for the Snow King resort base area are even more crystal clear:

Factors and resort characteristics important in Snow King's future development include...
Continued provision of the amenities of "town hill" skiing. [Town LDR 4.3.2.B.]

If the new investors refuse to honor this deal, please go back to the meeting minutes from the mid-90's resort zoning and the 2000 base masterplan and look for evidence clarifying the deal. We recognize this may take time, but it is a critical step. Negotiations to change the deal must start from a shared understanding of the current deal – otherwise the investors could try to keep all their benefits from the deal (500,000 square feet of commercial development still to go), without honoring any responsibilities from the deal. *Before renegotiating the deal, please come to a clear understanding about the existing deal.*

¹ <https://www.stio.com/blogs/news/a-love-letter-to-our-town-hill>

What is in the proposed amendment?

The base area masterplan amendment you are currently reviewing is entirely about future private real estate development. The investors seek three significant changes:

1. Prepare Lots 53, 57, and 58 for development and sale
2. Change the plan for the whole area and KM-6 away from a “world-class convention center” to more general “commercial development”
3. Weaken the above-highlighted key language from 2000

Lots 53/57/58

The owners want to amend the masterplan for three lots that so they can develop more condos or sell the parcels to another developer. It is not entirely clear how many condos could be built on this site, or why the owners want this change. *Please ask staff to analyze how many condos (or other development) could be built now vs. after this amendment, before approving any changes.*

More important: it seems everyone agrees that one of the main problems with the 2000 agreement was that it allowed investors to sell off key properties and make SKRMA dues harder to collect. Selling off three more parcels would make that situation worse. *Please require enforceable agreements that revenues from Lots 53/57/58 will support running the lifts, in perpetuity, before making it easier for investors to sell them.*

Overall area and KM-6 plan

The investors are trying to prevent our community from creating a comprehensive new vision for the entire base area including the hotel lot and KM-6 (the largest undeveloped parcel at the base). A Snow King representative recently told you that KM-6 is off the table because of the process MOU you signed in 2017.²

Remarkably, at the same time, they submitted this amendment to make KM-6 more commercial and more sell-able. Previous KM-6 development proposals like the 2015 movie theater idea failed because they did not match the specific convention center vision in the masterplan.³ So the investors want to change the masterplan. In their September 28 comments to the Town Planning Commission, the investors wrote that

District 2 is where commercial development should be targeted. Instead of having the focus of the Snow King Master Plan be on development of conference and convention space ... we suggest that the purpose shift to driving the goals for District 2 from the Comprehensive plan.

As you'll see in the “track changes” version of the amendment, by stripping convention center language throughout the masterplan, the investors would make future development of KM-6 easier without allowing the community (or Town Council) any input on the future of that parcel and the overall area vision.

Luckily, the process MOU just expired on November 1, so the whole masterplan is fully on the table. *Especially since the owners are trying to change that subarea plan without allowing community input, please update the entire masterplan including KM-6.*

² Jeff Golightly, comments to Town Council, September 4, 2018: Item IV A2, minute 40:25. <https://jacksonwy.swagit.com/play/09042018-1721>

³ “Council debates plan for lot by Snow King, January 21, 2015. https://www.jhnewsandguide.com/news/town_county/article_0ce5ba16-b926-5ad3-b41b-7fe2106112ab.html

Weakening key language from 2000

Finally, the investors are trying to remove their responsibility to use this commercial development to actually support the hill, which was the heart of the existing masterplan. They want to do this by changing the base master plan text as follows (see the “track changes” version, PDF page 366 in the P18-208 transmittal memo):

| Current text | Proposed text |
|---|--|
| Resort operation of lodging and other facilities provides the financial and operational platform and the resources to support these and other community-oriented activities. | ... operation of lodging, conference, and on mountain activities provide the financial and operational platform and the resources to support these and other community-oriented activities. |

Adding “on mountain activities” to the list essentially means that new ziplines would support running the lifts – not a bad idea in the abstract, but in practice this means that all the commercial development the Town gave them in 2000 would be off the hook for supporting the hill. *If so, please reconsider whether to still allow 500,000 more square feet of development.*

What is not in this amendment?

The amendment as currently proposed lacks four key elements:

1. Updated studies. Surprisingly, the traffic studies are from 1996-1999:

These volumes are from the traffic count data in the 1996 Jackson Hole Transportation Study and additional traffic counts conducted by O'Malley Engineering & Mapping between August 16 and September 2, 1999. This data has also been checked with traffic counts acquired by Nelson Engineering in August/September 1997. [Page 95 in amended masterplan]

Much has changed since 1999. *Please update all studies before approving any amendments.*

2. Clear and binding agreements tying all revenue centers to community benefits

This is the crux. Under the 2000 deal, Snow King owners agreed to use the revenue from commercial and lodging development to pay for the ski hill. Instead, they sold off key assets – the hotel, the new ballpark condo lot – for cash. New owners are now asking for *new assets* (zipline, etc.) to pay for the ski hill. What’s to prevent them from selling off more assets – like the roller coaster, or a zipline, or Lots 53/57/58 – and in a few more years, yet more new owners come back to the Town and ask for *yet more new assets* to pay for the ski hill?

Please require a strong and binding agreement that all profit centers at Snow King – whether on-mountain or base lodging/commercial – will permanently pay for keeping the lifts running at affordable and accessible prices for locals.

3. A comprehensive new vision for Snow King

First: please fairly compare Snow King with our other ski resorts. Jackson Hole Mountain Resort and Grand Targhee were ski resorts first, and housing and hotels sprang up to serve the resorts. Snow King is entirely different. It started 80 years ago as a ski area by locals, for locals. Skiing sprang up to serve the real community that already existed – the Town of Jackson. Our new mountain and base vision for Snow King should honor this history and community.

We believe there must be a balance point between resort promotion and locals' use. Please don't let overcommercialization displace locals from our historic activities on our Town Hill. Locals may not want to hike the bootpack anymore if there's a zipline overhead, or enjoy the "quiet sunsets" if a gondola brings 1500 people to the ridgetop every hour. *Please use your authority over Town land, and your role as a Cooperating Agency with the Forest Service, to craft a new and balanced vision for our Town Hill.*

4. An equitable deal for Town of Jackson residents

The investors are asking the Town Council to broaden their revenue streams at the direct expense of town residents, particularly those at the base of the mountain. Giving them new revenue centers and up-zoned development both on-mountain (ziplines) and at the base (500,000 square feet) would create a "double whammy" for town residents, in terms of tourism impacts, traffic, and short-term rentals – and our community could be considerably degraded.

What's more, the investors are trying to charge town residents for uphill human-powered travel, for the first time in 80 years of operations, even though the town gives Snow King sweetheart leases on almost 30 acres of town land. This feels like a lot of "take" and very little "give."

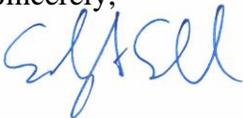
Breaking the 2000 agreement would betray the promises made to the people of Jackson by the original owners (and their successors) and the former Town Council in 2000. The Town of Jackson remains one of few resorts where the community is, in fact, a community. Please support that by holding the investors accountable to their almost-20-year-old obligations that were designed to maintain our community character. *Living up to the promises of the 2000 deal helps control the negative impacts of development and makes it more equitable to town residents.*

In conclusion

We need your leadership: please prevent piecemeal changes that let the new investors evade the responsibilities they bought into. Instead, please create a comprehensive new vision for all of Snow King – both the mountain and the base – that respects our community values, wildlife, and locals.

Thank you for your careful review and diligent work on behalf of all of our community members and our ecosystem.

Sincerely,



Skye Schell
Executive Director
Jackson Hole Conservation Alliance

ⁱ It's interesting to compare this deal to the deals that other local ski resorts have – with Snow King receiving much more development for a much smaller ski operation:

| | APOs (guests) | Square footage | Ski area carrying capacity |
|----------------------|----------------------|--|-----------------------------------|
| Snow King | 2,095 | 915,000 sf commercial / lodging | 1,780 |
| JHMR | 5,240 | 208,000 sf commercial | 7,700 |
| Grand Targhee | 3,500 | 150,000 sf nonresidential 450 housing & lodging units | 5,130 |

Note: This was the best available information we could find. Please ask staff to confirm or correct these numbers.