



TOWN OF JACKSON

PLANNING & BUILDING DEPARTMENT

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Town of Jackson

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- Building
- Title Company
- Town Attorney
- Police
- Ecosystem Stewardship

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- Pathways
- Joint Housing Dept.

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- Planning Division
- Engineer
- Surveyor
- Assessor
- Clerk & Recorder
- Road & Levee

State of Wyoming

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- WYDOT
- TC School District #1
- Game & Fish
- DEQ

Federal Agencies

- Army Corp of Engineers

Utility Providers

- Qwest
- Lower Valley Energy
- Bresnan Communications

Special Districts

- Start
- Jackson Hole Fire/EMS
- Regional Transportation

Date: March 4, 2025	REQUEST:
Item: P25-029	The applicant is submitting a request for a Zoning Compliance Verification for Manmade Slopes for the property located at PT SE1/4 SW1/4, SEC 32, TWP 41, RNG 116 PARCEL "B", known as the Swan Creek Property.
Planner: Andrew Bowen Phone: 733.0440 ext. 1306 Email: abowen@jacksonwy.gov	PIDN: 22-41-16-32-0-00-025
Owner: Swan Creek LLC	
Applicant: Y2 Consultants Attn: Megan Nelms PO Box 2870 Jackson, WY 83001	For questions, please call Andrew Bowen at 733-0440, x 1306, or email to the address shown below. Thank you.
Please respond by: March 14, 2025 For Departments not using SmartGov, please send responses via email to planning@jacksonwy.gov	

Owner:**Applicant:**



y2consultants.com
307 733 2999

CONSULTANTS

ENGINEERING, SURVEYING & PLANNING
LANDSCAPE ARCHITECTURE, GIS
NATURAL RESOURCE SERVICES

February 18, 2025

Delivery via email

Town of Jackson Planning & Building Dept.
150 East Pearl Avenue
Jackson, WY 83001

**RE: ZCV to Establish Manmade Slopes
Pt SE^{1/4}SW^{1/4}, Section 32, T41NR116W, "Parcel B"**

Dear Mr. Valentine,

I am submitting this application on behalf of our client, Swan Creek, LLC, for a Zoning Compliance Verification (ZCV) for manmade slopes on an unplatted parcel located in a portion of the SE1/4SW1/4, Section 32, T41N, R116W, described as "Parcel B" on the Record of Survey (PIDN: 22-41-16-32-3-00-025). The applicant requests that the Town determine whether certain slopes within the property are manmade, and therefore able to be developed, with appropriate geotechnical investigation and design, as contemplated per Section 5.4.1.B.1 "Manmade Slopes."

Property

The property is located on the northwest corner of S HWY 89 and South Park Loop Road. It is an unplatted parcel, however a Record of Survey providing a metes and bounds description was completed in 2013. Historically known as the "Simon Pit," the property was first mined for highway fill in the early 1960's and was last mined in the early 1980's. The site was scheduled for reclamation to abate safety hazards including instability of the highwall, absence of topsoil, sediment loss, reduction of wildlife habitat and the threat of property damage from objects falling from the highwall.

The Abandoned Mine Lands (AML) Project 17A-3, Simon Pit and School Pit Reclamation Project Final Close-Out Report provides much of the historical information known about the property. It should be noted that the final AML project certification was not recorded on the property. The project close out report is attached to this application, however we have been advised that it is officially a draft report.

The pit area was approximately 4.2-acres in size, with a nearly vertical highwall. Work to attempt to reclaim the site started in 1998 and work was performed on a total of 10,240 square meters (2.5-acres) of the property. The reclamation efforts included backfilling highwalls, attempting to stabilize fill slopes, construction of retaining walls, drainage channels and "planting islands." The site was covered with a minimum of 10-inches of suitable soil cover to encourage revegetation. 705.4 linear feet of Log erosion barrier drops were placed along with 186.4 feet of rock-lined drainage channels were constructed. The site was reconstructed with 2:1 maximum slopes and revegetated with a native, dryland seed mix.

The highwall was backfilled in staggered increments with retaining wall sections. The bottom fill was limited laterally by the proximity of the relocated South Park Loop Rd. The selected location for the realignment of South Park Loop Rd and S US HWY 89 confined the extent to which the highwall could be backfilled.



The draft 1999 AML Reclamation Report clearly provides the evidence that the property had a mined gravel pit, that attempts at reclamation have taken place, and the resulting slopes on the property are the result of imported fill material and are otherwise man-made.

This application complies with the required findings for a ZCV, Section 8.6.3.C, in that it seeks to comply with the relevant standards of the LDRs and there are no previous standards or conditions specifically applicable to this property.

I have included the following supporting exhibits and figures to assist in the determination:

- Current slope map & slope analysis
- AML reclamation analysis report

Please do not hesitate to contact me with any questions and I look forward to your review.

Sincerely,

Megan Nelms, AICP
Senior Planner
megan@y2consultants.com



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

Fees Paid _____

Date & Time Received _____

Application #s _____

Please note: Applications received after 3 PM will be processed the next business day.

PROJECT.

Name/Description: _____

Physical Address: _____

Lot, Subdivision: _____ PIDN: _____

PROPERTY OWNER.

Name: _____ Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

APPLICANT/AGENT.

Name: _____ Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

DESIGNATED PRIMARY CONTACT.

_____ Property Owner _____ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; review the type of application at www.townofjackson.com/200/Planning

Use Permit

Basic Use

Conditional Use

Special Use

Relief from the LDRs

Administrative Adjustment

Variance

Beneficial Use Determination

Appeal of an Admin. Decision

Physical Development

Sketch Plan

Development Plan

Design Review

Subdivision/Development Option

Subdivision Plat

Boundary Adjustment (replat)

Boundary Adjustment (no plat)

Development Option Plan

Interpretations

Formal Interpretation

Zoning Compliance Verification

Amendments to the LDRs

LDR Text Amendment

Map Amendment

Miscellaneous

Other: _____

Environmental Analysis

PRE-SUBMITTAL STEPS. To see if pre-submittal steps apply to you, go to www.townofjackson.com/200/Planning and select the relevant application type for requirements. Please submit all required pre-submittal steps with application.

Pre-application Conference #: _____ Environmental Analysis #: _____
Original Permit #: _____ Date of Neighborhood Meeting: _____

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

Have you attached the following?

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

Notarized Letter of Authorization. A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at <http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF>.

Response to Submittal Requirements. The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

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

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

Signature of Property Owner or Authorized Applicant/Agent

Date

Name Printed

Title



Town of Jackson
150 E Pearl Avenue
PO Box 1687, Jackson, WY 83001
P: (307)733-3932 F: (307)739-0919
www.jacksonwy.gov

Date: October 25, 2024

LETTER OF AUTHORIZATION

NAMING APPLICANT AS OWNER'S AGENT

PRINT full name of property owner as listed on the deed when it is an individual OR print full name and title of President or Principal Officer when the owner listed on the deed is a corporation or an entity other than an individual: Michael Allen Title: Manager

Being duly sworn, deposes and says that Swan Creek, LLC is the owner in fee of the premises located at: Name of legal property owner as listed on deed

Address of Premises: Intersection of S HWY 89 and S Park Loop Rd

Legal Description: 'Parcel B', A portion of the SE1/4SW1/4, Section 32, T41N, R116W

Please attach additional sheet for additional addresses and legal descriptions

And that the person named as follows: Name of Applicant/agent: Megan Nelms, Y2 Consultants

Mailing address of Applicant/agent: PO Box 2870 Jackson, WY 83001

Email address of Applicant/agent: megan@y2consultants.com

Phone Number of Applicant/agent: 307-632-5656

Is authorized to act as property owner's agent and be the applicant for the application(s) checked below for a permit to perform the work specified in this(these) application(s) at the premises listed above:

Development/Subdivision Plat Permit Application Building Permit Application

Public Right of Way Permit Grading and Erosion Control Permit Business License Application

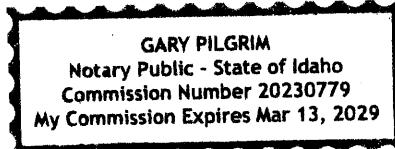
Demolition Permit Home Occupation Other (describe) Pre-Application Conference

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.

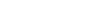
Mark C
Property Owner Signature

Title if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner

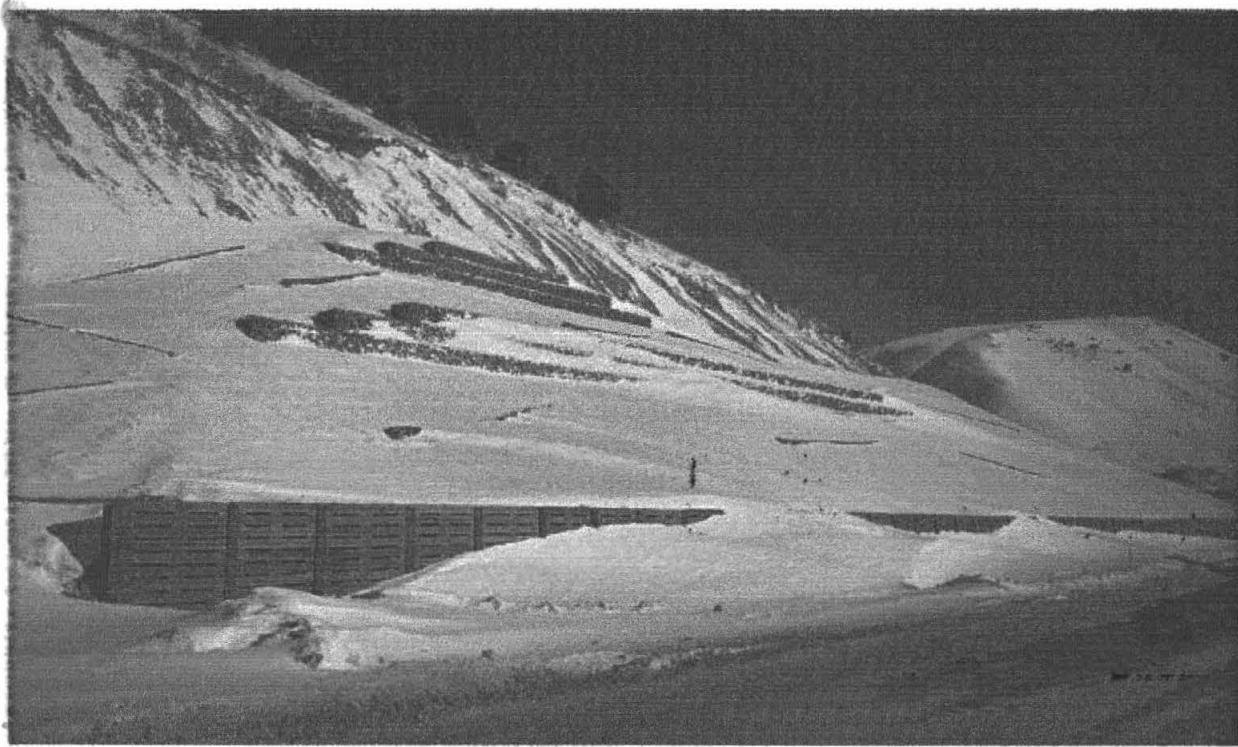
STATE OF Idaho)
) SS.
COUNTY OF Bonneville)



The foregoing instrument was acknowledged before me by Michael Allen this 28th day of October 2024. WITNESS my hand and official seal.



My commission expires: 3-13-2029



AML PROJECT 17A-3

Contract Close-Out Report Simon Pit & School Pit Reclamation

Prepared for:

**Wyoming Department of Environmental Quality
Abandoned Mine Lands Division
Herschler Building
Cheyenne, Wyoming**

**Prepared By
Nelson Engineering
430 South Cache
Jackson, Wyoming**

February 1999



**AML PROJECT 17A-3
SIMON PIT AND SCHOOL PIT
RECLAMATION PROJECT**

FINAL CLOSE-OUT REPORT

Received

MAR 05 1999

DEQ - AML

**STATE OF WYOMING
DEPARTMENT OF ENVIRONMENTAL QUALITY
ABANDONED MINE LANDS DIVISION**

PREPARED BY

**NELSON ENGINEERING
JACKSON, WYOMING**

MARCH 1999

FINAL CLOSE-OUT REPORT
SIMON PIT AND SCHOOL PIT RECLAMATION PROJECT

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APPENDIX A - PROFESSIONAL SERVICES CONTRACT AMENDMENT

APPENDIX B - CONSTRUCTION CONTRACT AMENDMENTS

APPENDIX C - PROPERTY OWNER CONSENTS

APPENDIX D - AS-CONSTRUCTED DRAWINGS

APPENDIX E - PROJECT PHOTOS

FINAL CLOSE-OUT REPORT
SIMON PIT AND SCHOOL PIT RECLAMATION PROJECT
AML NO. 17A-3

SUMMARY

The Simon Pit and School Pit Reclamation Projects, Abandoned Mine Lands (AML) Project Number 17A-3, was funded by the Wyoming Department of Environmental Quality (WDEQ), Abandoned Mine Lands Division under the provisions of Title IV - Abandoned Mine Reclamation of the Surface Mining Control and Reclamation Act (PL 95-87). The projects are located in Teton County, Wyoming, on land owned by Ms. Anita Simon-Laycock, Teton County, and the Teton County School District. The names of the reclamation sites referred to as the Simon Pit and the School Pit, respectively. The project sites are located on the South Park Loop Road, just off U.S. Highway 26, 89, 189, 191. The projects lie in close proximity, less than 185 linear meters (606.9 feet), to each other and were originally subject to similar mining activities. Consequently, they were combined for reclamation purposes by the WDEQ.

The sites were mined for gravel in the 1970's and early 1980's. The operator satisfied the reclamation requirements and the Wyoming Land Quality Division released the bond in November 1990. The same year a Jackson resident, Mr. Rick Horn, brought the Simon site to the attention of the WDEQ-AML Program. In early 1992, AML entered into a contract with Knight-Piesold of Denver, Colorado. Knight-Piesold was contracted to investigate the site and develop design solutions. Knight-Piesold completed their Report of Investigation (ROI) in February 1995. It should be noted that the only site under consideration at that time was the Simon Pit at the intersection of the South Park Loop Road and Broadway (Hwy 89). During the period that Knight-Piesold was preparing the ROI, the Wyoming Department of Transportation (WYDOT) initiated the contract for final design of Phase II of the South Park Loop Road (SPLR). SPLR lies within three (3) to fifteen (15) meters (90 to 50 feet) from the toe of the highwall.

In August of 1994, the AML was advised of the WYDOT plans for redesign of the SPLR intersection and roadway.

Due to the proximity of the roadway and the tentative construction schedules of the two projects, AML and WYDOT, the AML made a request to WYDOT that the final design of the two projects be administered jointly. This was a unique approach to the design process for both agencies, theoretically guaranteeing the compatibility of the two designs while minimizing the opportunity for duplicating tasks. The request was also made as an attempt to minimize the foreseeable construction and administration conflicts. In June 1995, the AML and WYDOT entered into a contract with Nelson Engineering, of Jackson, Wyoming, for final design services.

The Simon Pit was scheduled for reclamation based on the need to abate public safety hazards in the vicinity of the (noncoal) mines. The instability of the highwall presented a particular hazard to the public. Other concerns that supported the need for reclamation included the absence of topsoil, the reduction of wildlife habitat, sediment loss, and the threat of property damage caused from falling objects from the highwalls.

During the course of the design, the identification of a staging area for equipment and materials was considered. It was at this juncture that the design team initiated contact with the Teton County School District, owners of a nearby parcel with adequate area. The original request was made to the School Board to use a portion of their parcel for the temporary stockpile of material. The continuing discussion with the Board led to the inclusion of their parcel (also an abandoned gravel quarry) in

the Simon Pit reclamation effort. The arguments for reclamation and the existing threats to public safety were identical to those at the Simon Pit. In the Spring of 1996, the School Pit was added to the final design project. An amendment to the contract for services with Nelson Engineering was executed in February 1998.

The final design, contract documents, drawings and specifications were completed in April 1998. The project bid on May 19, 1998. After some delays, G.M. Stewart Corporation, of Evanston, Wyoming, was awarded the contract for reclamation. Work commenced on July 31, 1998. Approximately 23,788.90 cubic meters (31,122.2 yd³) of fill material and 4268.0 cubic meters (5,583.7 yd³) of cover soils were hauled to and placed at the project sites. H-pile retaining walls, consisting of 252 square meters (2712.6 ft²), were constructed, and 195 cubic meters (255 yd³) of gabion basket retaining walls were filled and placed.

A total of 6934 square meters (1.71 acres) was reclaimed at the School Pit and a total of 10,240 square meters (2.5 acres) was reclaimed at the Simon Pit. Log erosion barriers (LEBS), 376 linear meters (1233.5 ft), and 215 linear meters (705.4 ft) of LEB drops were placed. Rock-lined drainage channels, 56.8 linear meters (186.4 ft), were constructed. The site was reconstructed with 2:1 maximum slopes and revegetated with a native, dryland seed mix.

The construction contract for the Simon Pit and the School Pit was awarded at \$841,252. The final construction cost for the project was \$921,678 equivalent to \$537,735/hectare (\$217,606 per acre).

I. INTRODUCTION

1.0 General

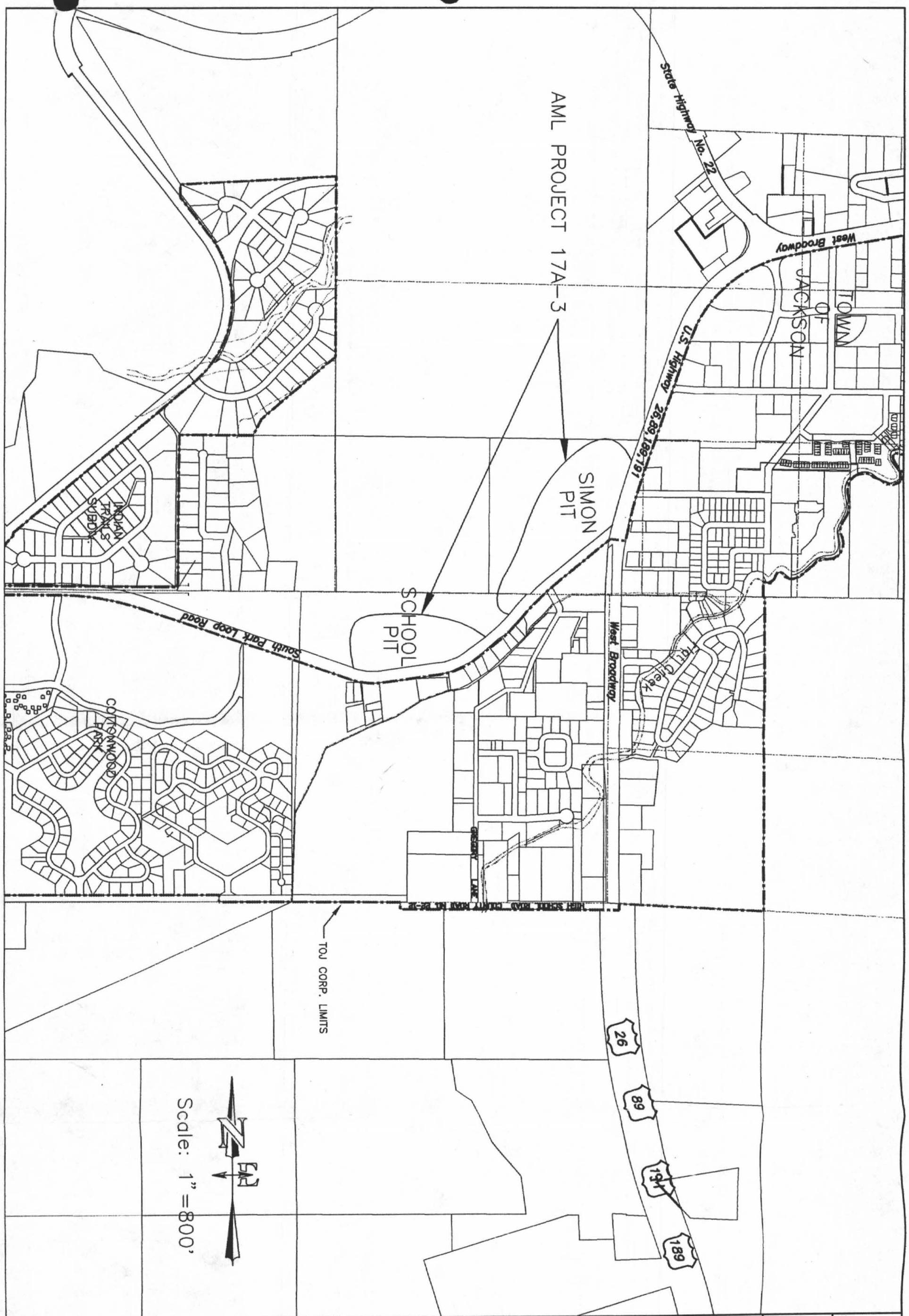
The Simon and School Pits Reclamation was funded by the Wyoming Department of Environmental Quality, Abandoned Mine Lands Division under the provisions of Title IV - Abandoned Mine Reclamation of the Surface Mining Control and Reclamation Act (PL 95-87). The basis for reclamation funding is summarized as follows: 1) reduction of threat to public health and safety; and, 2) mitigation of off-site environmental degradation resulting from past mining activities.

The two project sites are located in Teton County, Wyoming, lying southwest of the downtown area, just north of the corporate limits of the Town of Jackson. The sites are accessed via the South Park Loop Road, west of U.S. Highway 26, 89, 189, 191. The Simon Pit covers an area of approximately 17,000 square meters (4.2 acres), and the School Pit covers 6934 square meters (1.71 acres). The project sites are located in the SE1/4 SW1/4 of Section 32, Township 42 North, and NW1/4 NE1/4 of Section 6, Township 41 North, Range 116 West, 6th P.M. A vicinity map is included with this report as Figure 1.

1.1 Objective of the Project and Site Conditions

The purposes of this reclamation project were to reduce the hazards to the public safety and to reduce the amount of environmental degradation that was occurring at the mine sites. Pre-reclamation topography is shown on the As-Constructed Drawings included with this report (Appendix D).

This project incorporated two mine sites. The site conditions are described as follows:



DRAWING #	JOB TITLE:	DRAWING TITLE:	NELSON		DATE
1 OF 1	AML Project #17A-3	Project Location	ENGINEERING		1/26/99
JOB #	Simon Pit & School Pit Reclamation		P.O. BOX 1599, JACKSON WY		DRAWN HP
95-022-6			(307) 733-2087		SURVEY NE
					ENG HP

FIGURE 1

- **Simon Pit**

This pit is named to reflect ownership, owned by Ms. Anita Simon-Laycock. The pit is located immediately adjacent to the Town of Jackson corporate limits and accessed via the South Park Loop Road. The pit lies at the intersection of this road (SPLR) and U.S. Highway 26, 89, 189, 191 (locally known and hereon referred to as Broadway Avenue). The elevation at the base of the highwall is 1870 meters (6135 ft) above sea level. The site was used as a gravel mine for road construction in the early 1960's. The first dates of gravel removal are unknown, however, the last dates of removal are estimated to be in the early 1980's. The pit area is approximately 1.7 hectares (4.2 acres). The nearly vertical highwall is 35 meters high (114.8 ft). Drainage from this pit discharges onto adjacent properties, ultimately reaching Flat Creek via a storm sewer, which lies 300 meters (984.2 ft) to the southeast.

- **School Pit**

This pit is named to reflect ownership, owned by the Teton County School District. The pit is located adjacent to the Town of Jackson corporate limits and accessed via the South Park Loop Road. The pit lies approximately 500 meters (1640.4 ft) west of the intersection of South Park Loop Road and Broadway Avenue. The elevation at the base of the highwall is 1870 meters (6135 ft) above sea level. The site was used to mine gravel for road construction in the early 1960's. The first dates of gravel removal are not known, however, the last dates of removal are estimated to be in the early 1980's. The pit area is approximately 0.69

hectares (1.71 acres). The nearly vertical highwall is 15 meters high (49.2 ft). Currently, drainage from this pit discharges onto adjacent properties. The design utilizes a storm sewer and leachfield constructed to accommodate the SPLR storm water.

1.2 History of the Reclamation Contracts

In February 1995, a contract for consulting services was entered into between WYDOT and Nelson Engineering of Jackson, Wyoming. This contract was for the final design and preparation of the contract documents, drawings and specifications for Phase II of the SPLR reconstruction. In March 1995, Nelson Engineering was selected by AML to complete the final design of the Simon Pit reclamation. In May 1995, AML submitted a Draft Scope of Work to Nelson Engineering. This document read as follows:

"Objective of Work---

The purpose of this project is to develop a cost-effective reclamation plan and design specifications to eliminate the hazardous conditions and visual impact associated with the abandoned South Park Loop Road Gravel Quarry (Simon Pit) near Jackson, Wyoming. Standard or innovative reclamation techniques to stabilize the affected area, remove the visual impact and eliminate hazardous conditions shall be used to the greatest extent practicable. This project work shall be performed in conjunction and cooperation with the Wyoming Department of Transportation (WYDOT) and the Board of Teton County Commissioners' redesign and construction of the intersection of the South Park Loop Road and US Highways 26 et al. A major goal of this project is to eliminate duplication of effort and conflicting purpose while maximizing cost-effectiveness and efficiency in both design and construction of the two projects."

The contract was executed by the parties involved and Nelson Engineering received a Notice to Proceed on June 29, 1995. Initially, the contracted services were for the reclamation design of the Simon Pit only. In the Spring of 1996, the School Pit was added to the reclamation contract.

The SPLR final design was completed and submitted to Teton County for continued administration in late March 1998. Because of administration changes, the contract between WYDOT and Nelson Engineering was terminated, and on April 8, 1998, Nelson Engineering terminated the AML portion of the WYDOT contract. At this time, AML entered into a new contract with Nelson Engineering to complete the remaining reclamation design, construction administration, and resident engineering services. This contract was executed March 1998.

1.3 Relevant Documents Prepared During the Investigation and Design Phases

- Knight Piesold, February 1995, Report of Investigation, AML Project 9A-II
- Nelson Engineering, March 1998, Environmental Assessment, AML Project 17A-3
- Biota Research and Consulting, April 1998, Survey for Threatened and Endangered Animal Species on the Abandoned Gravel Quarry Along SPLR, AML Project 17A-3
- Nelson Engineering, April 1998, AML Construction Contract Documents, Drawings and Specifications, AML Project 17A-3

1.4 Project Description

The Simon Pit and the School Pit Reclamation Projects involved the combined reconstruction and stabilization of approximately 17.1 hectares (4.22 acres). The reclamation efforts included backfilling the highwalls, stabilizing fill slopes, construction of retaining walls, drainage channels and planting "islands". Both sites were covered with a minimum of 25 centimeters (10 inches) of suitable cover soil to encourage revegetation.

The highwall at the School Pit was backfilled and regraded to catch the top of the cut face, matching what is estimated to be the pre-mining conditions. The highwall at the Simon Pit was backfilled in staggered increments with retaining wall sections. The bottom of the fill was limited laterally by the proximity of the relocated SPLR. The location of the selected roadway and intersection realignment confined the extent to which the highwall could be backfilled. The backfill slopes, at both sites, did not exceed 2:1.

All fill material was capped with a suitable cover material, fertilized, seeded with a dryland mix and mulched with a fiber-reinforced erosion control fabric.

II. CONSENT AND CLEARANCES

The Simon Pit Reclamation Project is located on both privately-held land (Ms. Anita Simon Laycock) and on property under the jurisdiction of Teton County (within the SPLR right-of-way). The School Pit is located on property under the jurisdiction of the Teton County School District and Teton County (within the SPLR right-of-way). Consents for Reclamation were obtained from each of these entities. The consents are on file with the DEQ-AML and are found in Appendix C.

III. CONSTRUCTION

3.0 Construction Bidding

Nelson Engineering completed final design, cost estimates, and construction documents in April 1998. The mandatory 'bidders tour' was completed on May 13, 1998. Thirteen people were in attendance. The final bids were submitted on May 19, 1998, and the bidding results were as follows:

• Colorado Cleanup	\$ 577,100.20
• G.M. Stewart	\$ 829,819.20
• Evans Construction	\$ 933,751.30
• Rice Enterprises	\$1,133,994.16
• Engineers Estimate	\$ 860,644.00

The low bidder, Colorado Cleanup, failed to complete the contract award process. Consequently, the contract was awarded to the second low bidder, G.M. Stewart, in July 1998.

The reconstruction of SPLR was bid by Teton County in May of 1998. Evans Construction was the apparent low bidder. Due to numerous contract negotiations conducted between Teton County and Evans Construction, the project award was delayed until July 1998.

Due to the unforeseen delays each project experienced, the intended start dates for both projects were scheduled to begin at the same time.

3.1 Preconstruction Fill Placement

During the Year 1997, the following items were underway:

- The SPLA intersection alignment was being finalized between WYDOT and the Board of Teton County Commissioners.
- Additional right-of-way for road construction was being negotiated.
- SPLR retaining walls were being designed.
- Landowner consent process was ongoing.
- Reclamation final design (on-going).

It was during this period that a volume of fill material became available to AML from a Town of Jackson Sewage Treatment Plant Rehabilitation Project. Because the final design of reclamation had not been completed, and the landowner consents had not been secured, the fill was "temporarily placed" at the Simon Pit.

Ms. Anita Simon-Laycock was informed about the placement of fill material on her property. The condition of placement was her approval of the reclamation final design when completed.

The material was made available to AML at no cost for purchase. The financial obligation of the AML was for the hauling and placement of material. It was determined by Mr. Tim Richmond, AML Project Officer, to authorize and pay for the equipment hours by "Force Account".

Under this contract, 64,832.65 (english) tons (58,978.9 metric tons) of material were hauled and placed. Doug's Excavation, of Jackson, Wyoming, was contracted to do the work. The material was delivered to the Simon Pit during the period of August 4, 1997 through August 27, 1997.

3.2 Construction Activities

One of the first components of the AML contract was initiated by G.M. Stewart (GMS) prior to the receipt of the Notice to Proceed from AML. GMS elected to schedule the partnering meeting as soon as possible, recognizing the potential for conflicts as each project moved forward with their respective schedules. The partnering meeting was scheduled for July 22 and 23, 1998. Professional Partnering has become an integral part of the AML contract format. GMS contracted Mr. Larry Miller, Productivity Through People, to conduct the partnering sessions. The session attendees and their relative associations follow:

- G.M. Stewart, Inc.
Gary Stewart, President
Camille Coster, Vice President
Travis Kunkle, Project Supervisor
- Nelson Engineering
Albert Nelson, Chairman of the Board
Holly Pratt, Project & Resident Engineer (AML project)
- Jorgensen Engineering
Pete Jorgensen, President
Jeff Bates, Project Engineer (SPLR project)
Ron Harper, Resident Engineer (SPLR project)
- WDEQ/AML
Tim Richmond, Project Administrator
- Teton County
Sandy Shuptrine, County Commissioner
Mike Gierau, County Commissioner
Jan Friedland, County Administrator
Don Barney, County Road & Levee Department
- WYDOT
Jim Montuoro, District Engineer
Bill Moyer, Jackson District
- Evans Construction
Shane Evans, SPLR Construction Foreman

The partnering session assisted the involved agencies and organizations in the identification of potential issues, problems and conflicts that may arise during construction. The moderator helped the participants establish lines of communication and preferred solutions to the conflicts identified. This process was a great help, facilitating the solution to identified problems long before the conflicts reached elevated proportions.

The most significant outcome of the Partnering Meeting was a collective agreement that the AML project should proceed with the import of material at the Simon Pit prior to commencement of work on the SPLR. The aspects of the road reconstruction that could proceed without hindering the reclamation were discussed. It was the first opportunity that all of the involved parties were able to candidly discuss the scheduling of the two projects relative to the time of year (and what remained in the 1998 construction season). The meeting provided a forum, for the first time, for the engineers and contractors to present realistic timeframes to the Teton County representatives (Board of Teton County Commissioners and Administrator). It was agreed that the AML project would be completed in 1998, and the SPLR project would be subject to a two-season construction schedule.

The partnering meeting also helped the involved agencies establish the appropriate lines of communication between the contractors, their respective engineers, the project "Owners", and Teton County. The lines of communication established at this meeting proved to be useful throughout the project.

The mobilization of GMS began with the placement of a job trailer and the delivery of equipment on July 31, 1998. The contractor for the SPLR project, Evans Construction of Jackson, Wyoming, mobilized to the project site the following week. Although GMS had not received an official Notice to Proceed from AML, they recognized the need to begin the work as soon as possible so the SPLR project was not unnecessarily delayed.

The first step in the reclamation was the import of fill. The construction documents prescribed that the first borrow source was to be at the Adams Canyon development. The borrow from Adams Canyon was estimated to be 1525 cubic meters (1995 yd^3). The final volume removed from the site, based on survey, was calculated to 2444.3 cubic meters (3197.8 yd^3). This volume was disputed by GMS, as their truck counts indicated that 3644 cubic meters (4767.3 yd^3) were delivered. Ultimately, the difference in the volume of fill delivered from this site was negotiated between GMS and AML; the final agreement reflects payment for 2980.8 cubic meters (3899.7 yd^3) of fill removed from Adams Canyon. The excess fill removed from Adams Canyon was authorized by Field Order No. 1 (Appendix B).

The SPLR project had some waste material (unsuitable road base) that was made available to the AML project. Upon approval from Mr. Tim Richmond, the AML Project Officer, payment for this material was negotiated. It was agreed that GMS would be paid to move and place this material at a unit cost equivalent to Bid Item L-2, "Borrow from Adams Canyon". Based on truck count, the volume of material accepted from the SPLR project was estimated to be 2459.48 cubic meters. The excess fill accepted was authorized by Field Order No. 1 (Appendix B).

After the borrow was removed from the Adams Canyon site, GMS began extracting material from the Walton Pit. This is an active gravel quarry with State-owned mineral rights, a mining permit held by Teton County, located on private land. It was estimated that 26,381 metric tons (28,999.4 english tons) of material would be removed from this site. The unit of measurement and the basis of payment (metric tons) reflects the obligation of Teton County to pay royalties on all material extracted from the quarry. The material removed from the quarry was designated as reject and was therefore subject to a \$0.09/ton royalty obligation.

In late August, with nearly 15,790 metric tons (17,357.2 english tons) of material delivered and placed at the Simon Pit, a survey was performed by Nelson Engineering. The intent of the survey was to establish the percent of material shrinkage experienced during placement of the backfill. GMS and NE had suspected that a shrinkage of the material was occurring, and the survey demonstrated that the material was subject to a 5% shrinkage (minimum). This percentage was reasonable, considering the method of placement and the vehicle traffic traveling over the backfilled slopes. Field Order No's. 1 and 2 (Appendix B) authorized the import of additional fill from the Walton Pit to accommodate shrinkage. The quantities reflected in the Bid Schedule did not accommodate material shrinkage.

GMS was backfilling the Simon Pit and School Pit simultaneously, varying the work crews and equipment as the SPLR progress allowed. Most of the SPLR work was concentrated on the construction of the retaining walls along the project. There were times when the SPLR construction schedule prohibited work in some areas, or the SPLR contractor requested that the AML work be accelerated or halted based on the SPLR schedule. GMS was very cooperative in their efforts to accommodate the requests made by Teton County.

The easternmost retaining wall (H-pile) at the Simon Pit was the first to be constructed. The holes for the piles were drilled, and the steel set in place with concrete footings. Due to the subsurface conditions, large cobbles and boulders, a larger drill bit was required. Subsequently, more concrete would be required to fill the larger holes, resulting in a Change Order Request totaling \$24,249.50. This request was approved and processed under Change Order No. 1 (Appendix B).

Upon completion of the H-pile retaining walls, GMS continued to backfill both pits simultaneously. A shortfall of material was identified at both pits so AML authorized the import of additional material. The final quantities are presented herein. (Table 3.2)

The remaining cost increase requested by the contractor was a direct result of the delay in the contract award. GMS had secured lodging during the intended construction period, however, the delay caused by the forfeiture of the bid by Colorado Cleanup pushed the construction period into late summer. This is a difficult time period to secure housing in Teton County. The resulting Change Order request for the cost-of-living increase totaled \$24,862.50. The request was approved and processed under Change Order No. 1 (Appendix B).

Throughout the construction period, the AML project participants continued to schedule regular (monthly) partnering meetings. Although not all of those present at the original partnering meeting attended these updates, there was a typically-adequate representation from all of the involved parties. A significant portion of the regularly scheduled partnering meetings were spent discussing the upcoming schedule of activities and the possible conflicts which may occur. The meetings also provided Teton County staff members a forum to illustrate which delays experienced on the SPLR project were a direct result of the AML project. Based on the costs presented at the partnering meetings, Mr. Tim Richmond of AML agreed to a sum of money to offset the costs incurred by Teton County due to the AML project.

TABLE 3-2
ABANDONED MINE LAND DIVISION
AML PROJECT 17A-3
SIMON PIT and SCHOOL PIT - TETON COUNTY, WYOMING

April 1998

Note: Shaded block signifies quantity and price change.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	G.M. STEWART UNIT PRICE	G.M. STEWART BID AMOUNT	FINAL QUANTITY	TOTAL PRICE	COMMENTS
I-1	Professional Partnering	Per Day	2.0	\$ 6,000.00	\$ 12,000.00	2.00	\$ 12,000.00	
J-1	Mobilization	Lump Sum	Lump Sum	115,000.00	115,000.00	1.00	115,000.00	
J-2	Tree-Cutting, Clearing, Grubbing	Lump Sum	Lump Sum	7,500.00	7,500.00	1.00	7,500.00	
J-3	Construction Water	Lump Sum	Lump Sum	15,000.00	15,000.00	1.00	15,000.00	
J-4	Traffic Control Plan	Lump Sum	Lump Sum	89,000.00	89,000.00	1.00	89,000.00	
K-1	Aggregate For Gabions	Metric Ton	375.0	71.00	26,625.00	375.00	26,625.00	
K-2	Aggregate For Channel Armour	Metric Ton	34.3	40.00	1,372.00	34.30	1,372.00	
L-1	Borrow From Walton Pit	Metric Ton	26,381.0	9.00	237,429.00	25,939.44	233,454.96	Per F.O. #2 & #3
L-2	Borrow From Adams Canyon	Cubic Meters	1,525.0	10.30	15,707.50	5,440.28	56,034.88	Per F.O. #1
L-3	Topsoil Borrow	Cubic Meters	2,743.0	19.15	52,528.45	2,792.07	53,468.14	Per F.O. #4
L-4	Topsoil From Adams Canyon	Cubic Meters	1,525.0	10.30	15,707.50	1,475.03	15,202.08	Based On Survey
L-6	Topsoil Replacement & Grading	Cubic Meters	4,268.0	10.30	43,960.40	4,268.00	43,960.40	
P-1	Steel Piling HP 250 x 62	Linear Meters	420.0	98.00	41,160.00	420.00	41,160.00	
P-2	Timber Cribbing	Square Meters	252.0	107.00	26,964.00	252.00	26,964.00	
R-2	Inlet	Each	1.0	2,800.00	2,800.00	1.00	2,800.00	
R-3	300 MM RCP	Linear Meters	13.0	140.00	1,820.00	13.00	1,820.00	

Continued On Next Page

ABANDONED MINE LAND DIVISION
AML PROJECT 17A-3
SIMON PIT and SCHOOL PIT - TETON COUNTY, WYOMING

April 1998

Note: Shaded block signifies quantity and price change.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	G.M. STEWART UNIT PRICE	G.M. STEWART BID AMOUNT	FINAL QUANTITY	TOTAL PRICE	COMMENTS
S-1	Gabion Retaining Walls	Cubic Meters	195.0	\$ 111.00	\$ 21,645.00	195.00	\$ 21,645.00	
S-2	Soil Reinforcement Fabric	Square Meters	800.0	13.50	10,800.00	800.00	10,800.00	
U-1	Rock Lined Channels	Linear Meters	56.8	115.00	6,532.00	56.80	6,532.00	
U-2	LEBS	Linear Meters	376.0	20.00	7,520.00	376.00	7,520.00	
U-3	LEB Drops	Linear Meters	215.0	30.00	6,450.00	215.00	6,450.00	
U-4	Topsoil Pockets With LEB	Square Meters	434.0	30.00	13,020.00	434.00	13,020.00	
U-5	Silt Fence	Linear Meters	640.0	23.00	14,720.00	262.50	6,037.50	Per F.O. #4
V-1	Revegetation	Square Meters	17,174.0	0.80	13,739.20	17,174.00	13,739.20	
V-2	Mulching Fabric	Square Meters	16,659.0	1.85	30,819.15	16,659.00	30,819.15	
*	Extra Work Order #1	-	-	-	-	-	1,300.00	Two Project Signs Per Request Of Teton Co.
*	Change Order 1a						24,862.50	
	1b						24,249.50	
	1c						34,958.90	
TOTAL G.M. STEWART BID AMOUNT					\$ 829,819.20		\$ 943,295.21	

The gabion basket retaining walls (two upper tiers) were the last to be placed. The topsoil was spread to a minimum thickness of 25 centimeters (10 inches), all areas were fertilized, seeded, and covered with an erosion control mat.

The topsoil pockets on the northeast bench of the Simon Pit were unable to be completed. This was due to the fact that the curb and gutter sections along SPLR had been constructed and the risk of crushing the newly-formed sections with the 70-ton crane was unreasonable to the parties involved. GMS made very effort to distribute the topsoil which had been lifted to the northeast bench. The LEB's were placed and some rock was also distributed. The 70-ton crane was the only piece of equipment that could lift material to the uppermost elevations.

A concrete catch basin and drainage pipe were installed at the School Pit. The final grading of the retention basin at the School Pit was left incomplete due to the fact the SPLR sub-contractors were utilizing the site for material and equipment storage. An agreement was made with Teton County for their contractor to finish the grading of the retention basin and revegetate the area when the road construction resumed in the summer of 1999.

3.3 Project Cost

Construction contract for AML Project No. 17A-3 was awarded at \$829,819.20. The Engineer's Estimate was \$860,644.00. Extra Work Order No. 1 (additional project signs requested by Teton County) accounted for a contract increase of \$1300.00. The cost-of-living increase for the Contractor due to delayed project award accounted for a cost increase of \$24,862.50. The contract adjustment for adverse subsurface conditions while drilling for the pilings accounted for a cost increase of \$24,249.50. The import of additional material to achieve the grades as shown accounted for a cost increase of \$72,251.93. There are

additional changes to the contract total that reflect small changes (volume estimates vs. surveyed quantity and the reduction of silt fence installed), accounting for a contract decrease of \$9187.92. Total construction cost for this project was \$943,295.21. A cost comparison table is presented in this report as Table 3.2. All work was completed by October 30, 1998, less than ninety (90) days from start to finish.

The "temporary" fill that was placed at the Simon Pit in the Fall of 1997 was billed at a total cost of \$319,585.00. This included material, labor, equipment placement, and road repair.

IV. SPECIAL CONSIDERATIONS

Coordination of the AML reclamation with the SPLR reconstruction may be the most significant "special consideration" of the project. From the conception of the project, the AML Division made every effort to partner with Teton County on their roadway reconstruction project. AML initiated the cooperative selection of the design/construction team with WYDOT to reduce potential for conflicts during the design and construction phases of the project. At the "eleventh hour", Teton County changed the funding mechanisms for the road project, and elected to administer the project with their "staff engineer" (contracted to Jorgensen Engineering). This change of administration was the unfortunate cause of several erroneous interpretations of the contract documents, causing Teton County to look to AML for financial reconciliation.

The unexpected delay in award to both contracts seemed to exacerbate the potential for conflicts. By the time each contract began, Teton County found themselves pressed to see the road project completed in the 1998 construction season.

V. CONTRACT ADMINISTRATION

Nelson Engineering was selected by AML to complete the final design on the Simon Pit in early 1995. The selection was based on the fact that Nelson Engineering had been selected by WYDOT to complete the final design of the SPLR reconstruction. The intent was that contracting the same firm to complete both designs would reduce potential for conflict, duplication of efforts, and misunderstandings.

Although Nelson Engineering had completed the conceptual design of the reclamation, it could not be finalized until the Board of Teton County Commissioners selected an alignment of the SPLR intersection with Broadway Avenue. The intersection alignment was finalized in September 1996. Although the road design team was still working out right-of-way details, drainage issues, sidewalks, approaches, et al, the AML reclamation team was encouraged to proceed with the final design. The preliminary designs were completed and were presented to the respective landowners in the Fall of 1997. The landowner consents were subsequently requested and all were secured by February 1998. The final design contract documents, drawings, and specifications were completed in April 1998.

Nelson Engineering entered into a contract with AML for the construction administration in March 1998. The contract budget with AML was divided into three phases:

- Completion of the Final Design \$31,552.00
(\$13,594.04 used)
- Contract Administration \$31,780.00
- Close-Out Report \$ 4,200.00

During the partnering meetings, Mr. Tim Richmond agreed to reimburse Teton County for costs associated with the delay of the SPLR construction project. The agreed amount due Teton County was \$29,000.00. This amount was added to Nelson Engineering's contract, and has appeared on an invoice as a "reimbursable expense".

Upon the identification of a borrow source, Walton Pit, it was agreed that the AML would pay the necessary royalties for the removal of this material. Again, this amount was added to the Nelson Engineering contract, and has appeared on an invoice as a "reimbursable expense". The total amount added to the Nelson Engineering contract for royalties is \$2594.00.

Nelson Engineering executed a change order on their contract that reducing the contract total by \$16,957.96. This amount reflects the unused balance for the completion of the final design. At the same time, the change order increased the contract total by \$12,042.04 to accommodate the reimbursement to Teton County (both for the contract delay and the royalties). The original contract between Nelson Engineering and AML was for \$66,532.00, of which they used \$49,574.04. Change Order No. 1 to the Nelson Engineering contract has been included with this report as Appendix A.

VI. CONSTRUCTION SUMMARY

It is worthy to note that nearly all of the construction products used to reclaim these two sites were native to our area. The design approach and subsequent construction efforts utilized native rock (from Teton County). The design/construction team went to great lengths to match color characteristics at the reclamation sites.

The material insufficiencies experienced were the result of several factors, the most significant being the discrepancy between what the surveyed topography showed and what was truly the composition of the hillside. Due to the fact that the highwalls were nearly vertical, it was impossible for survey crews to get topographic "shots" at intermediate locations up the highwall. Shots were collected at the bottom and the top of the highwall, and contours were digitally generated between the two. Consequently, the appearance of the highwall, as can be noted on the drawings, was a consistent slope. In fact, the highwall is/was very irregular in nature, having concave and convex sections with periodic benches. These irregularities are believed to be the most significant cause for the material discrepancies.

The extent that the fill slopes compacted under the weight of the earth-moving equipment is also credited for the material discrepancies. There was pit-run placed as fill during the Fall of 1997 which was not subject to compaction at all. Not having identified the borrow source until well into the design process, the characteristics of the backfill were unknown. As it turned out, the moisture content of the fill material and the composition of the rock fragments allowed for a greater compaction than had been anticipated.

Sufficient topsoil was placed to provide for the most receptive revegetation environment possible. Although the highwalls at the Simon Pit were unable to be fully backfilled, the reclamation efforts will undoubtedly stabilize some portions of the vertical highwalls. The highwalls at the School Pit were fully backfilled, and the topography now matches the adjacent hillsides.

APPENDIX A

PROFESSIONAL SERVICES CONTRACT AMENDMENT



The State
of Wyoming



Department of Environmental Quality

Jim Geringer, Governor

Herschler Building • 122 West 25th Street • Cheyenne, Wyoming 82002

ADMIN/OUTREACH	ABANDONED MINES	AIR QUALITY	INDUSTRIAL SITING	LAND QUALITY	SOLID & HAZ. WASTE	WATER QUALITY
307-777-7758	307-777-6145	307-777-7391	307-777-7369	307-777-7756	307-777-7752	307-777-7781
FAX 777-3610	FAX 777-6462	FAX 777-5616	FAX 777-6937	FAX 777-5864	FAX 777-5973	FAX 777-5973

NELSON ENGINEERING

DEC 04 1998

December 1, 1998

RECEIVED

Nelson Engineering
Attn: Robert R. Norton
P.O. Box 1599
Jackson, WY 83001

RE: AML98SC-30 - Project No. 17A-3 - Contract Amendment No. 1

Dear Mr. Norton:

Enclosed for your execution are two originals of the above referenced amendment. Do not change any portion of this amendment.

If you agree with the provisions of this amendment, please execute the originals, and **retain** one for your files and **return** the other.

Should you have any questions, please do not hesitate to contact me at (307) 777-7937, or your project manager.

Sincerely,

James S. Uzzell
Management Services Administrator

JSU/jn

Enclosure(s)

**PROFESSIONAL SERVICES CONTRACT
Between AML and Nelson Engineering
AMENDMENT NO. 1**

1. Parties. This Contract Amendment No. 1 is between the Wyoming Department of Environmental Quality (DEQ), Abandoned Mine Land Division (AML), whose address is Herschler Building, 3rd Floor West, 122 West 25th Street, Cheyenne, Wyoming 82002 and Nelson Engineering (CONSULTANT), whose address is P.O. Box 1599, Jackson, Wyoming 83001.

2. Purpose of Amendment. To furnish additional Construction Management services for abandoned mine reclamation, AML Project 17A-3, Teton County, Wyoming.

The Original Contract dated March 10, 1998, provided professional engineering and construction management services for a total amount of \$66,532.00, with an expiration date of March 10, 2001.

This Amendment No. 1 will transfer \$16,957.96 from Design to Construction Management, and will add \$16,572.24 to the Construction Management phase of the contract, increasing the total Contract Price from \$66,532.00 to \$83,104.24. There will be no change in the Contract term.

THEREFORE, the original Contract is amended as follows:

3. Payment.

Section D. PAYMENT

1. The total amount paid to the CONSULTANT shall not exceed Eighty Three Thousand, One Hundred Four Dollars Twenty Four Cents (\$83,104.24); the total amount paid to the CONSULTANT for design services shall not exceed Thirteen Thousand, Five Hundred Ninety Four Dollars Four Cents (\$13,594.04); the total paid to the CONSULTANT for construction management services shall not exceed Sixty Nine Thousand, Five Hundred Ten Dollars Twenty Cents (\$69,510.20), unless both parties agree to amend this contract in writing.

Provisions a., b., c., d. and e. remain unchanged.

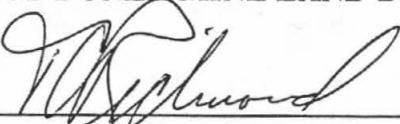
4. Special Provisions. With the exception of the items explicitly delineated in this Amendment No.1, all other terms and conditions of the original Contract, as amended, including but not limited to Sovereign Immunity, shall remain unchanged and in full force and effect.

5. **Signatures.** IN WITNESS THEREOF, the parties, through their duly authorized representatives, have executed this Amendment No.1 to the Contract between the State of Wyoming, Department of Environmental Quality (DEQ), Abandoned Mine Land Division (AML) and Nelson Engineering. (CONSULTANT), on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment No. 1 as set forth herein.

This Contract Amendment No. 1, is not binding on either party until approved by the Department of Administration and Information, General Services Division.

This Amendment No. 1 is effective this 27th day of November, 1998.

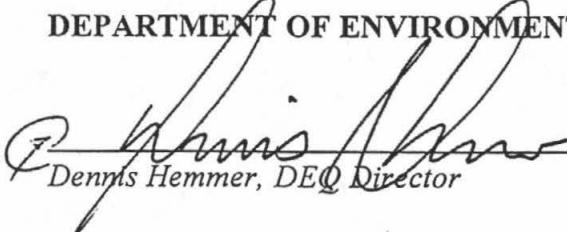
ABANDONED MINE LAND DIVISION



Timothy C. Richmond, AML Project Officer

Nov 30, 1998
Date

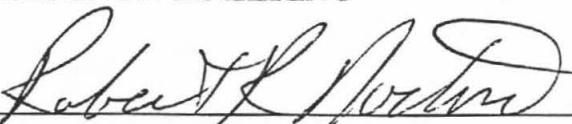
DEPARTMENT OF ENVIRONMENTAL QUALITY



Dennis Hemmer, DEQ Director

12/01/98
Date

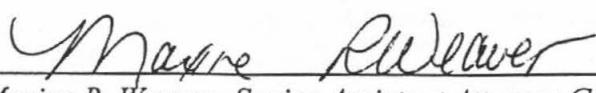
NELSON ENGINEERING



Robert R. Norton, President

12/14/98
Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



Maxine R. Weaver, Senior Assistant Attorney General

11-27-98
Date

* If this Amendment No. 1 is signed by anyone other than the President or Owner of the Corporation, a statement of that persons authorization must accompany this Contract Amendment No. 1.

**PROFESSIONAL SERVICES CONTRACT
Between AML and Nelson Engineering
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Provisions a., b., c., d. and e. remain unchanged.

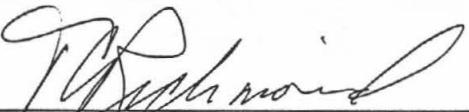
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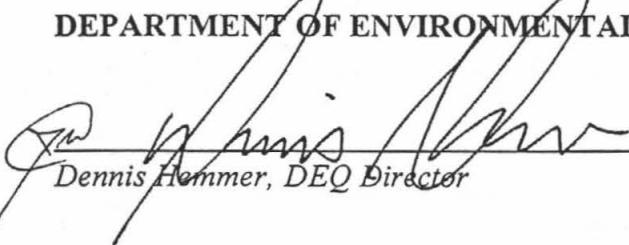
ABANDONED MINE LAND DIVISION



Timothy C. Richmond, AML Project Officer

Nov 30, 1998
Date

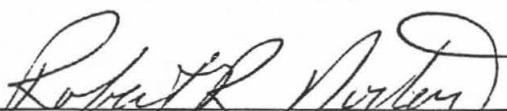
DEPARTMENT OF ENVIRONMENTAL QUALITY



Dennis Hommer, DEQ Director

12/01/98
Date

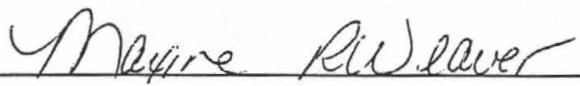
NELSON ENGINEERING



Robert R. Norton, President

12/4/98
Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



Maxine R. Weaver, Senior Assistant Attorney General

11-27-98
Date

* If this Amendment No. 1 is signed by anyone other than the President or Owner of the Corporation, a statement of that persons authorization must accompany this Contract Amendment No. 1.

APPENDIX B

CONSTRUCTION CONTRACT AMENDMENTS

CHANGE ORDER NO. One (1)
AML PROJECT NO. 17A-3

(THIS FORM MUST BE TYPED)

Contractor: G.M. STEWART CORPORATION	Contract No:	Contract Date: 8/4/98
Addressed To: <u>G.M. STEWART CORPORATION</u> Contractor Name		
You are directed to make the changes noted below in the subject Contract:		
<u>McDonald Jr</u> AML Administrator	<u>GW Johnson, Jr.</u> DEQ Director	
Dated: <u>Nov 25, 1998</u>	Dated: <u>12/07/98</u>	

List of Enclosures:

Attachments A, B and C (prepared by G.M. Stewart Corporation)
Attachment D (prepared by Nelson Engineering)

CHANGE ORDER NO. One (1)
AML PROJECT NO. 17A-3

(THIS FORM MUST BE TYPED)

THESE CHANGES RESULT IN THE FOLLOWING ADJUSTMENT OF THE CONTRACT PRICE OR CONTRACT TIME:	
Contract Price prior to this Change Order	\$ 831,119.20
Net (Increase) (Decrease) to Contract Price resulting from this Change Order	\$ 112,176.01
Revised Contract Price	\$ 943,295.21
Contract Time prior to this Change Order	120 days
Net (Increase) (Decrease) resulting from this Change Order	0 days
Revised Contract Time	120 days

The Above Changes are Approved:

By: Holly Pratt
ENGINEER Holly Pratt

Dated: 11/19/98

The Above Changes are Accepted:

By: Camille Coster, V.P.
CONTRACTOR Camille Coster
G.M. STEWART CORPORATION

Title: Vice President

Dated: Nov 23, 1998

The Above Changes are Recommended for Approval:

By: V. Richardson AML
Project Officer

Dated: Nov 20, 1998

Memorandum

CHG NO # 1.A

To: Holly Pratt, Nelson Engineering
& Tim Richmond, DEQ/AML
From: gmstewart
cc: aml17a-3file
Date: Thursday, September 10, 1998
Subject: Request for change associated with
living accommodation costs

To respective parties:

This correspondence is being forward to the above requesting a change in contract pricing pursuant to the terms of the contract for additional costs incurred by GMS due to the change and/or lack of living accommodations in Jackson Hole, Wyoming.

Specifically, the initial contract letting was delayed for reasons involving the initial apparent low bidder. In late June, early July, GMS was approached by the AML to determine if we could still honor our bid price provided in May. GMS contacted our suppliers and Astoria Hot Springs (who we had originally contacted for trailer spaces) and all said that their prices and availability would remain the same. Accordingly, GMS informed the AML that we would honor our price. Subsequent to this notification, we were notified that legal ramifications with the initial low bidder would delay award 2-3 weeks.

Upon final award and notices (later part of July), other construction projects had secured all known trailer spaces in Jackson and the surrounding areas. The lack of trailer spaces necessitated GMS to provide employee housing in motel/hotels. As this is Jackson's, busy season, accommodations had to be spread out in Idaho and Jackson itself and required that we cease operations for one complete week as we could not secure sufficient rooms for our entire crew.

Our request for financial assistance is as follows:

G.M. STEWART CORPORATION
AMLI7A-3
REQUEST FOR CHANGE IN CONTRACT
LACK OF LIVING ACCOMMODATIONS
PAGE 2 OF 2

Original Proposal:

7 trailer spaces complete with utilities
& shower amenities (7 spaces for 2.5 months
@ \$535.00/month/ea)

6,362 $\frac{5}{8}$
\$ 8,025.00

Actually paid or estimated to be paid:

August 3-20; 13 people for 19 nights @
\$45.00/night/each \$ 11,115.00

August 31-October 15 (46 nights);

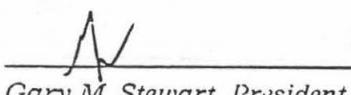
12 people @ \$20.00/night/each 11,040.00
1 person @ \$45.00/night 2,070.00

Loss of one week due to no accommodations

Equipment non-usage
(Agreed to at 10-1-95 mtg) $\frac{10,000.00}{24,862.50}$ (attached)
NET REQUEST FOR CONTRACT CHANGE (INCREASE) \$ 26,200.00
=====

Please review and let me know of any questions you have involving any of the above numbers.

Sincerely,


Gary M. Stewart. President
G.M. STEWART CORPORATION

G.M. STEWART CORPORATION
AML17A-3
ADAM'S CANYON DISCREPENCIES/Change of Contract Conditions

Listing of Daily Equipment Cost:

<u>Qty</u>	<u>Description</u>	<u>Daily Rate</u>	<u>Total Per Day</u>
6	End & Belly Dumps	\$ 400.00/ea	\$ 2,400.00
1	Front End Loader	\$ 400.00	\$ 400.00
1	70,000# Excavator	\$ 510.00	\$ 510.00
1	D7Eq Dozer	\$ 500.00	\$ 500.00
1	D4Eq Dozer	\$ 250.00	\$ 250.00
1	CV40 Screen	\$ 500.00	\$ 500.00
2	Heavy Haul Trailers	\$ 250.00/ea	\$ 500.00
1	Misc Lot of Signage	\$ 350.00	\$ 350.00
1	580SK Backhoe	\$ 250.00	\$ 250.00
1	Trailer w/lot of small tools	\$ 285.00	\$ 285.00
4	Service/van trucks	\$ 150.00/ea	\$ 600.00
TOTAL DAILY COST			<u><u>\$ 6,545.00</u></u>

G.M. Stewart

G.M. Stewart
P.O. Box 3180
1005 East Service Road
Evanston, Wy 82931-3180

Phone: 307-789-8005
FAX: 307-789-5540
email: gmstc@evanstonwy.com

Memorandum

To: Holly Pratt, Nelson Engineering
Tim Richmond, DEQ/AML
From: G.M. Stewart
cc: file-AML17a-3
Date: Thursday, September 24, 1998
Subject: Anticipated Change order for
Pier Drillings, concrete & Placement

Above referenced parties: CHANGE ORDER NO. 1 - B

Plans called for 18" diameter hole drilled 14' deep. There is no present rock clause. Due to the nature of the soil and the abundance of rock, pier holes were drilled with an average diameter of 33" and through rock the entire way. Accordingly, we are requesting the following Change Order:

Driller-Delcon per attached letter (Agreed to at 10-1-98 mtg)	\$ 5,600.00
Concrete Addition (per attached detail and summarized below)	
Per plans-65piers @.92cys per pier 59.8cy	
Actual-65 piers @ aprox3 cys /pier <u>190.0cy</u>	
Difference	130cy (rounded)

Price per cy plus 15%	<u>94.50</u>
-----------------------	--------------

Concrete Adjustment (Agreed to at 10-1-98 mtg)	\$ 12,285.00
---	--------------

Labor & equipment adjustment:

Bid .45hr per hole	
Actual 1½hr per hole	
65 piers @ difference of .45hr/hole	
Total delay of 29½hr	
Hourly cost summary:	
(1) foreman @ 45.00/hr	45.00
(7) people @ 25.00/hr	175.00
(2) service trucks @ 19.00/hr	38.00
(1) trackhoe @ 65.00/hr	65.00
(1) Welder @ 16.50/hr	16.50
(1) backhoe @ 32.00/hr	32.00

(1) misc support @ 60.00/hr 60.00

Summary hourly cost \$431.50

Labor extra charge-((29.5hrs @ \$431.50/hr)/2) \$ 6,364.50

(Agreed to 50% or \$6,364.50 at 10-1-98 mtg)

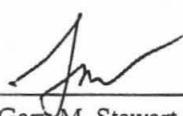
TOTAL REQUESTED CHANGE \$24,249.50

(Agreed to \$24,249.50 at 10-1-98 mtg)

Total cost of this line item is now \$78,408.15, however, the option of drilling with casings would have increased this line item to \$126,160.00 (a savings of \$47,751.85).

Please advise our main office should you require additional support.

Sincerely,



Gary M. Stewart, President
G.M. STEWART CORPORATION

cc: file



September 25, 1998

Gary M. Stewart
GM Stewart
P.O. Box 3180
Evanston, WY 82931

Re: Teton County AML Project

Dear Gary:

As per our telephone conversation on September 23, 1998 regarding the drilling encountered here in Jackson on the above project.

The price to drill the holes for the H piling retaining wall quoted to you on August 11, 1998 at 2:00 PM was \$18.50 per vertical linear foot plus \$80.00 per hour additional when hard rock is encountered. As your field people can attest the rock was very difficult to break and remove, even causing a lot of belling in the last four feet of each hole.

Therefore, consistent with the quoted price we are requesting additional rock pay. The method we would propose for payment and for an easy way to track is as outlined. From our past experience the holes are taking .507 to .591 additional hours to complete for an average of .549 hours each. At .549 x \$80.00 = \$43.92, taking the spec depth required of 14' into \$43.92 we need an additional \$3.14 per foot added to the \$18.50 for a \$22.64 price. For the damage to the tools and the rig, our price should have been closer to \$25.00 per foot.

This method eliminates the difficult task and judgement for the field personnel to monitor the time spent due to rock.

Sincerely,

A handwritten signature in black ink, appearing to read "Dean S. Lewis".

Dean S. Lewis
President



September 25, 1998

Gary Stewart
GM Stewart

9-17-98	10 holes @	14' deep	=	140'
9-18-98	7 holes @	14' deep	=	98'
9-21-98	9 holes @	14' deep	=	126'
9-22-98	9 holes @	14' deep	=	126'
	2 holes @	10' deep	=	20'
9-23-98	4 holes @	14' deep	=	56'
	1 hole @	10' deep	=	10'
				576'

Please
attach to
Invoice #

26963

INVOICE SUMMARY

JOB NO.: 95-022-6

PROJECT NAME: AML PROJECT NO. 17A-3, SIMON PIT AND SCHOOL PIT RECLAMATION

SUPPLIER: EVANS CONSTRUCTION COMPANY

CONTRACTOR: G.M. STEWART CONSTRUCTION

SUPPLIER INVOICE NO.	DATE OF DELIVERY	LOAD SIZE
C 003224	09/17/98	8
C 003308	09/21/98	11
C 003311	09/21/98	11
C 003312	09/21/98	8
C 003313	09/21/98	10
C 003314	09/21/98	11
C 003353	09/22/98	10
C 003374	09/23/98	10
C 003376	09/23/98	11
C 003379	09/23/98	10
C 003381	09/23/98	10
C 003395	09/23/98	10
C 003427	09/24/98	11
C 003611	09/30/98	11
C 003612	09/30/98	10
C 003633	10/01/98	10
C 003634	10/01/98	10
C 003653	10/01/98	8
TBA	10/02/98	10
<hr/>		
	TOTAL	190

EXTRA MATERIAL TAKEN
SUMMARY

10/9/98	1,442	CY's
10/12/98	812	CY's
10/13/98	490	CY's
10/17/98	<u>449</u>	CY's
	3,192	CY's

2,426 Cubic Meters

$$2426 - 600.47 = 1825.53 \text{ CM} \times 19.15 \text{ $/CM}$$
$$= \$34,958.90$$

Initials	Date
Prepared By	
Approved By	

Met 9 Top Soil

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Q7508 ColumnWrite

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Dan Ford

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2	1065	1252	1039	1087	1439	
3	1080	107	1100	1092	1522	
4	1147	138	1119	1244	1599	
5	1155	1084	1016	1287	1519	
6	1155	1088	11421	1288	1550	
7	1136	1139	1125	1136	1251	
8	1184	193	1142	1150	1177	
9	1130	160	1174	1102	1500	
10	1072	170	1197	110	1570	
11	1098	178	1162	1188	1538	
12	1070	190	1151	1155	1262	178
13	58	148	1099	1041	1278	161
14		160	131	1046	1258	163
15		185	131	134	1291	
16		101	135	126	1505	
17		183	132	130	1628	
18		150	123	178	1438	
19		162	134	157	1603	
20		158	122	160		
21		170	1099	1372		
22		170	1014			
23		181	127			
24			168			
		13	23	21	19	3

12 yds / per end dump

@ 3.50 / yd - JMS Haul

7.00 / yd - Day Haul

TOTAL LOADS - 103

103 LOADS X 14C45 / 10 AVE - 1442

1442

Field 6MS
October 12 98

	Initials	Date
Prepared By		
Approved By		

© WILSON JONES

G7506 ColumnWrite ®

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5	37	82	973	
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8	31	67	901	
9	65	20	643	
10	47	39	18	
11	38	97		
12	405	66		
13	393	51		
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Bill GMS
October 13

	Initials	Date
Prepared By		
Approved By		

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GT500 ColumnWrite ®

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3	47	01	95	16
4	22	52	83	33
5	39	78	98	55
6	56	09	80	4
7	61	31	31	
8	347	08	95	
9	542	78		
10				
11	9	9	8	6
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END DUMPS

26 x 14

364

BELLY

6 x 21

186

490

-98

TRK NO 5-7

3-11

3-14

T-4

8 LOADS

8 LOADS

8 LOADS

8 LOADS

bi-lb Yds/LOAD 14

14

14

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TOTAL CY/TRK 112

112

112

112

TOTAL CY'S

THIS DAY 448 CY'S

April 1998

Note: Shaded block signifies quantity and price change.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	G.M. STEWART UNIT PRICE	G.M. STEWART BID AMOUNT	FINAL QUANTITY	TOTAL PRICE	COMMENTS
I-1	Professional Partnering	Per Day	2.0	\$ 6,000.00	\$ 12,000.00	2.00	\$ 12,000.00	
J-1	Mobilization	Lump Sum	Lump Sum	115,000.00	115,000.00	1.00	115,000.00	
J-2	Tree-Cutting, Clearing, Grubbing	Lump Sum	Lump Sum	7,500.00	7,500.00	1.00	7,500.00	
J-3	Construction Water	Lump Sum	Lump Sum	15,000.00	15,000.00	1.00	15,000.00	
J-4	Traffic Control Plan	Lump Sum	Lump Sum	89,000.00	89,000.00	1.00	89,000.00	
K-1	Aggregate For Gabions	Metric Ton	375.0	71.00	26,625.00	375.00	26,625.00	
K-2	Aggregate For Channel Armour	Metric Ton	34.3	40.00	1,372.00	34.30	1,372.00	
L-1	Borrow From Walton Pit	Metric Ton	26,381.0	9.00	237,429.00	25,939.44	233,454.96	Per F.O. #2 & #3
L-2	Borrow From Adams Canyon	Cubic Meters	1,525.0	10.30	15,707.50	5,440.28	56,034.88	Per F.O. #1
L-3	Topsoil Borrow	Cubic Meters	2,743.0	19.15	52,528.45	2,792.07	53,468.14	Per F.O. #4
L-4	Topsoil From Adams Canyon	Cubic Meters	1,525.0	10.30	15,707.50	1,475.93	15,202.06	Based On Survey
L-6	Topsoil Replacement & Grading	Cubic Meters	4,268.0	10.30	43,960.40	4,268.00	43,960.40	
P-1	Steel Piling HP 250 x 62	Linear Meters	420.0	98.00	41,160.00	420.00	41,160.00	
P-2	Timber Cribbing	Square Meters	252.0	107.00	26,964.00	252.00	26,964.00	
R-2	Inlet	Each	1.0	2,800.00	2,800.00	1.00	2,800.00	
R-3	300 MM RCP	Linear Meters	13.0	140.00	1,820.00	13.00	1,820.00	

Continued On Next Page

ABANDONED MINE LAND DIVISION
AML PROJECT 17A-3
SIMON PIT and SCHOOL PIT - TETON COUNTY, WYOMING

April 1998

Note: Shaded block signifies quantity and price change.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	G.M. STEWART UNIT PRICE	G.M. STEWART BID AMOUNT	FINAL QUANTITY	TOTAL PRICE	COMMENTS
S-1	Gabion Retaining Walls	Cubic Meters	195.0	\$ 111.00	\$ 21,645.00	195.00	\$ 21,645.00	
S-2	Soil Reinforcement Fabric	Square Meters	800.0	13.50	10,800.00	800.00	10,800.00	
U-1	Rock Lined Channels	Linear Meters	56.8	115.00	6,532.00	56.80	6,532.00	
U-2	LEBS	Linear Meters	376.0	20.00	7,520.00	376.00	7,520.00	
U-3	LEB Drops	Linear Meters	215.0	30.00	6,450.00	215.00	6,450.00	
U-4	Topsoil Pockets With LEB	Square Meters	434.0	30.00	13,020.00	434.00	13,020.00	
U-5	Silt Fence	Linear Meters	640.0	23.00	14,720.00	262.50	6,037.50	Per F.O. #4
V-1	Revegetation	Square Meters	17,174.0	0.80	13,739.20	17,174.00	13,739.20	
V-2	Mulching Fabric	Square Meters	16,659.0	1.85	30,819.15	16,659.00	30,819.15	
*	Extra Work Order #1	-	-	-	-	-	1,300.00	Two Project Signs Per Request Of Teton Co.
*	Change Order 1a						24,862.50	
	1b						24,249.50	
	1c						34,958.90	
TOTAL G.M. STEWART BID AMOUNT					\$ 829,819.20		\$ 943,295.21	

EXTRA WORK ORDER NO. ONE (1)
AML PROJECT NO. 17A-3

AML Project No.: 17A-3 AML Project Title: SIMON PIT & SCHOOL PIT RECLAMATION

CONTRACTOR: G.M. STEWART ENGINEER: NELSON ENGINEERING

AML Project Officer: TIM RICHMOND Sheet 1 of 2

1. Upon execution of this order, CONTRACTOR is authorized to commence work described in Attachment A, "Extra Work Order - Scope of Work".
2. CONTRACTOR will be reimbursed at the unit rates described in Attachment B, "Extra Work Order - Unit Rates". If this Extra Work Order (EWO) results in the creation of new pay items or changes in the contract pay items, Attachment B, "Extra Work Order - Unit Rates" shall contain a description of how these payment items were established, that the rates are reasonable and why the change in work is necessary.
3. AML Project Officer and ENGINEER find in accordance with G-1J.(3)(a):

YES NO CONDITION

This EWO is essential for the effective and timely completion of the Project.

This EWO is an intrinsic component of existing authorized Contract Work and is necessary to complete the Contract.

1. This EWO is not outside construction limits or Project boundaries.

2. This EWO is not beyond the general Scope of Work of the Project.

3. This EWO does not involve a value incentive change.

This EWO is an AML eligible and allowable cost.

There are sufficient Project monies available to cover the proposed Work.

The change in the Contract Price is less than \$7,500.00.

The sum of this EWO and all previous EWO's under this Contract is less than five percent (5%) of the original total Contract Price.

This EWO will not increase the Contract Time.

EXTRA WORK ORDER NO. ONE (1)
AML PROJECT NO. 17A-3

These changes result in the following adjustment of Contract Price:

Original Contract Price	\$ 829,819.20
Contract Price prior to this EWO	\$ 829,819.20
Total amount of previous EWO's	\$ -0-
Net (Increase)(Decrease) to Contract Price Resulting from this EWO	\$ 1,380.00 <u>1300⁰⁰</u> <i>2d</i>
Net increase in Contract Price resulting from previous EWO's	\$ -0-
Revised Contract Price	\$ 831,119.20 <i>OKP</i>

We hereby understand and agree to the terms and conditions set forth in this instrument and have found that this Extra Work Order can be authorized under the terms of the Contract.

By: Gamille Lester

CONTRACTOR SIGNATURE

8/28/98

DATE

By: Golly Platt

ENGINEER SIGNATURE

8/26/98

DATE

BY: J.C. Richmond

AML PROJECT OFFICER

9/3/98

DATE

DISTRIBUTION DATES:

CONTRACTOR

8/28/98

ENGINEER

8/26/98

AML PROJECT OFFICER

8/31/98

HP/95-022-6
8/25/98

**SIMON PIT AND SCHOOL PIT
AML 17A-3**

**ATTACHMENT A
EXTRA WORK ORDER/SCOPE OF WORK
NO. 1**

This item includes all labor, materials, and incidentals to complete the manufacture, purchase, delivery, and installation of two project signs.

HP/95-022-6
8/25/98

**SIMON PIT AND SCHOOL PIT
AML 17A-3**

**ATTACHMENT B
EXTRA WORK ORDER/UNIT RATES
NO. 1**

This item will be paid for on a lump sum basis:

2 Project Signs	Lump Sum	\$1,300.00
-----------------	----------	------------

FIELD ORDER NO. ONE (1)

AML's Project No. and Name: AML PROJECT NO. 17A-3
SIMON PIT AND SCHOOL PIT RECLAMATION

CONTRACTOR: G.M. STEWART

Contract No.: Contract Date: 8/4/98

In accordance with Section G-1J, "Changes in the Work", CONTRACTOR is directed to make the following changes:

- 1) Remove all designated fill material from Adams Canyon; it is likely that the volume of material to be removed will exceed the estimated amount by 900 cuyd.
- 2) Accept and place excess material from SPLR project; keep track of delivered volume based on truck count. Item to be paid for at a unit price equivalent to that bid as "Borrow from Adams Canyon".

Holly Ratt

ENGINEER'S SIGNATURE

Date 8/26, 1998

Field Order received and acknowledged by CONTRACTOR:

Gamble Foster

CONTRACTOR'S SIGNATURE

Date August 28, 1998

Field Order received and acknowledged by AML:

R. Richardson

AML PROJECT OFFICER

Date Sept 3, 1998

FIELD ORDER NO. THREE (3)

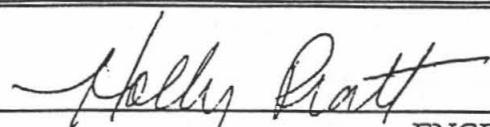
AML's Project No. and Name: AML PROJECT NO. 17A-3
SIMON PIT AND SCHOOL PIT RECLAMATION

CONTRACTOR: G.M. STEWART

Contract No.: Contract Date: 8/4/98

In accordance with Section G-1J, "Changes in the Work", CONTRACTOR is directed to make the following changes:

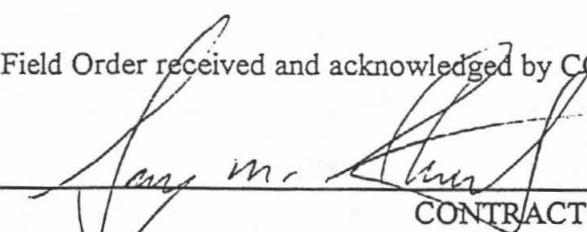
Haul and place an additional 1,620 metric tons of material (approx: equal to 1,500 CY) from the Walton Pit. This volume will accommodate material insufficiencies at the School Pit.



ENGINEER'S SIGNATURE

Date 9/10, 1998

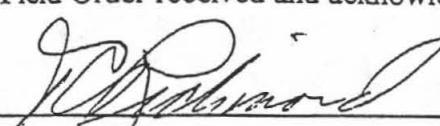
Field Order received and acknowledged by CONTRACTOR:



CONTRACTOR'S SIGNATURE

Date Sept October 1, 1998

Field Order received and acknowledged by AML:



AML PROJECT OFFICER

Date October 1, 1998

FIELD ORDER NO. Two (2)

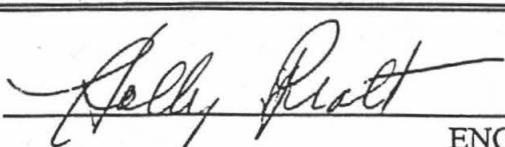
AML's Project No. and Name: AML PROJECT NO. 17A-3
SIMON PIT AND SCHOOL PIT RECLAMATION

CONTRACTOR: G.M. STEWART

Contract No.: Contract Date: 8/4/98

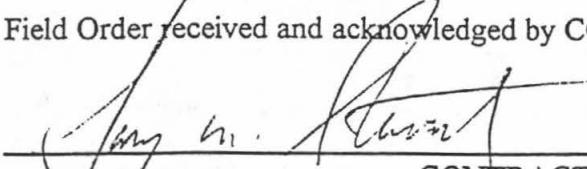
In accordance with Section G-1J, "Changes in the Work", CONTRACTOR is directed to make the following changes:

Haul and place an additional 1968 metric tons (approximately equal to 1822 cy) of material from the Walton Pit. This volume will accommodate the material shrinkage and the material exchange with Teton County.


ENGINEER'S SIGNATURE

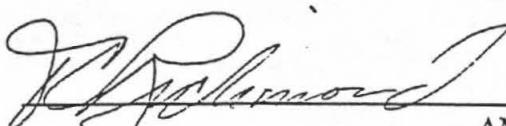
Date 9/9, 1998

Field Order received and acknowledged by CONTRACTOR:


CONTRACTOR'S SIGNATURE

Date 9/9, 1998

Field Order received and acknowledged by AML:


AML PROJECT OFFICER

Date Sept 9, 1998

4.61.e.2

FIELD ORDER NO. Four (4)

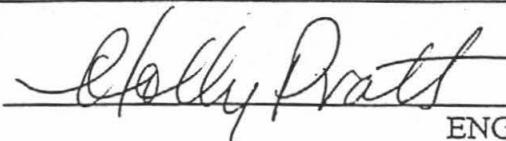
AML's Project No. and Name: AML PROJECT NO. 17A-3
SIMON PIT AND SCHOOL PIT RECLAMATION

CONTRACTOR: G.M. STEWART

Contract No.:	Contract Date: 8/4/98
---------------	-----------------------

In accordance with Section G-1J, "Changes in the Work", CONTRACTOR is directed to make the following changes:

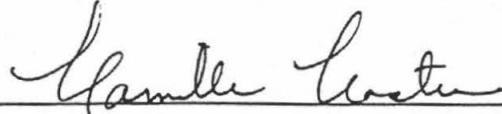
Summary of contract changes, per Attachment A.



ENGINEER'S SIGNATURE

Date 11/12, 1998

Field Order received and acknowledged by CONTRACTOR:



CONTRACTOR'S SIGNATURE

Date Nov 13, 1998

Field Order received and acknowledged by AML:



AML PROJECT OFFICER

Date Nov 17, 1998, 1998

HP/95-022-6
11/12/98

ATTACHMENT A

FIELD ORDER NO. FOUR

A. Change in Bid Item L-3 Topsoil Borrow:

Original Quantity	2,743 CM
Final Quantity	2,792.07 CM

Quantity adjustment is the result of the unavoidable "lag" time between calculating delivered volumes and stopping the trucks hauling material already enroute.

B. Change in Bid Item U-5 Silt Fence:

Original Quantity	640 LM
Final Quantity	262.50 LM

Quantity adjustment is base don the length of silt fence actually set up. Due to the staging of material and equipment, no silt fence was placed at the School Pit.

APPENDIX C

PROPERTY OWNER CONSENTS



Department of Environmental Quality

Herschler Building • 122 West 25th Street • Cheyenne, Wyoming 82002

ADMINISTRATION	ABANDONED MINES	AIR QUALITY	INDUSTRIAL SITING	LAND QUALITY	SOLID & HAZARDOUS WASTE	WATER QUALITY
(307) 777-7758 FAX 777-7682	(307) 777-6145 FAX 634-0799	(307) 777-7391 FAX 777-5616	(307) 777-7368 FAX 777-6937	(307) 777-7756 FAX 634-0799	(307) 777-7752 FAX 777-5973	(307) 777-7781 FAX 777-5973

March 12, 1998

Teton County School District
Box 568
Jackson, WY 83001

ATTN: Jim Genzer, Chairman

Dear Mr. Genzer:

Attached is a Surface Owner Consent for Reclamation, No Lien, for your review and consideration.

The Abandoned Mine Land Division of the Wyoming Department of Environmental Quality proposes to reclaim the abandoned "School District Gravel Pit" located along the northerly edge of the South Park Loop Road. The proposed reclamation consists of backfilling with earthen fill and some retaining walls, erosion control features, and revegetation with native grasses and tree seedlings. The reclamation will follow the plans presented to the School District Board Members at its meeting of March 12, 1998.

AML requests the consent of the Teton County School District to proceed with the reclamation as planned. The Board's signature in the space provided on the attached form will constitute its consent. I will be happy to answer any questions the Teton County School District may have regarding this matter. I can be reached at 307-777-6859.

Thank you for your consideration.

Sincerely,

Timothy C. Richmond
AML Project Officer

Enc.

cc: File 4.61.c
Holly Pratt, PE, Nelson Engineering

**SURFACE OWNER
CONSENT FOR RECLAMATION - NO LIEN**

AML PROJECT NUMBER: 17A-3

AML SITE NUMBER OR NAME: School District Pit

PROJECT OFFICER: Tim Richmond

CONSULTANT: Nelson Engineering

I/we, the owner of record of the following described property:

T 40 N, R 116 W, Portions in the N/2NE/4 of Sec 6

Total Acreage To Be Reclaimed: 1.01 (approx. 44,100 square feet); Total Acres To Be Improved: None

Hereby grant to the Wyoming Department of Environmental Quality, Abandoned Mine Lands Division (AML), its agents, employees, and contractors the right to enter upon the above described property to restore, reclaim, abate, control or prevent the adverse effects of mining practices in accordance with plans approved by AML as submitted for my review by the AML Consultant.

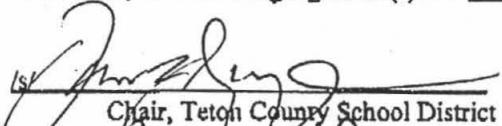
Entry, reclamation and abatement work, if any, performed by AML, its agents, employees or contractors, is pursuant to the authority granted in W.S. § 35-11-1201 through 35-11-1209.

This consent to enter upon the above-described property is granted for the length of time necessary to complete the reclamation work and conduct maintenance of the reclaimed site for several years thereafter subject to my/our continued ownership and use of the property.

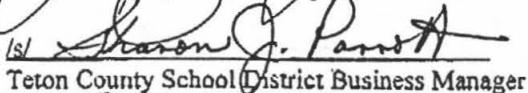
It is understood that no lien will be placed on this property as it has been waived in accordance with W.S. § 35-11-1206.

In granting consent to this entry, I/we do not waive any rights conferred upon me/us by virtue of the language contained in W.S. § 35-11-1202 through § 35-11-1209. In granting consent I/we agree to manage the reclaimed areas consistent with the post reclamation land use and to assist AML with the routine maintenance and protection of these areas. Provided however, AML will be responsible for major repairs and major maintenance items.

WITNESS, the following signature(s) this _____ day of _____, 19_____



/s/ **Chair, Teton County School District**



/s/ **Teton County School District Business Manager**



/s/ **Attorney for Teton County School District**



/s/ **AML Project Officer**

OWNER'S MAILING ADDRESS: P.O. Box 568, Jackson, Wyoming 83001

OWNER'S TELEPHONE: (307) 733-2704

*A copy of the signing representative's authorization must be attached to this form.

SURFACE OWNER
CONSENT FOR RECLAMATION - NO LIEN

AML PROJECT NUMBER: 17A-3 AML SITE NUMBER OR NAME: Simon Gravel Pit
PROJECT OFFICER: Timothy C. Richmond

CONSULTANT: Nelson Engineering

I/we, the owner(s) of record of the following described property:

T 41 N, R 116 W, 1/4 1/4 SESW, Sec(s) 32; or

"Simon Gravel Pit" Jackson, Wyoming
(Metes and Bounds Description, Mineral Claim Name, Etc.)

Total Acreage To Be Reclaimed: 3.2; Total Acres To Be Improved: None.

Hereby grant to the Wyoming Department of Environmental Quality, Abandoned Mine Lands Division (AML), its agents, employees, and contractors the right to enter upon the above described property to restore, reclaim, abate, control or prevent the adverse effects of mining practices in accordance with plans approved by AML as submitted for my review by the AML Consultant.

Entry, reclamation and abatement work, if any, performed by AML, its agents, employees or contractors, is pursuant to the authority granted in W.S. § 35-11-1201 through 35-11-1209.

This consent to enter upon the above-described property is granted for the length of time necessary to complete the reclamation work and conduct maintenance of the reclaimed site for several years thereafter subject to my/our continued ownership and use of the property.

It is understood that no lien will be placed on this property as it has been waived in accordance with W.S. § 35-11-1206 (see reverse).

In granting consent to this entry, I/we do not waive any rights conferred upon me/us by virtue of the language contained in W.S. § 35-11-1202 through § 35-11-1209. In granting consent I/we agree to manage the reclaimed areas consistent with the post reclamation land use and to assist AML with the routine maintenance and protection of these areas. Provided however, AML will be responsible for major repairs and major maintenance items.

WITNESS the following signature(s) this Feb 17 day of 1998

OWNER: /s/ Timothy C. Richmond AML: /s/ TC Richmond

OWNER: /s/ CONSULTANT: /s/ Nelson Engineering

OWNER'S AGENT: /s/ Timothy C. Richmond

WITNESS: /s/ Wayne R. Weaver

OWNER'S WITNESS: /s/ Wayne R. Weaver

OWNER'S MAILING ADDRESS: 1716 Yellowstone, County Rt. 124, Cheyenne, WY 82009

OWNER'S TELEPHONE: (307) 634-8612

*A copy of the signing representative's authorization must be attached to this form.

WS § 35-11-1205 INTERPRETATIONS

No Lien

If the property information indicates that the owner took title prior to May 2, 1977, and neither consented to nor participated in nor exercised control over the mining activity which necessitated the reclamation, then clearly no lien will result.

Lien

If the property information reveals that title vested after May 2, 1977, or that the owner consented to, participated in or exercised control over the mining activity which necessitated the reclamation, then a lien situation exists.

Waiver of Lien

- a. If the reclamation work performed on private land primarily benefits health, safety or environmental values of the greater community area in which the land is located.
- b. If the reclamation is necessitated by an unforeseen occurrence and the work performed to restore that land will not result in a significant increase in the market value of the land as it existed immediately before the occurrence.
- c. If the cost of filing the lien, including indirect cost to the State of Wyoming exceeds the increase in fair market value as a result of the reclamation activities.

W.S. § 35-11-1206. LIENS FOR RECLAMATION ON PRIVATE LANDS.

- (a) Within six (6) months after the completion of projects to restore, reclaim, abate, control or prevent adverse effects of past coal or mineral mining practices on privately owned land, the director shall itemize the monies expended and may file a lien against the property with the appropriate county clerk. If the monies expended result in a significant increase in property value, a notarized appraisal by an independent appraiser shall be filed with the lien. The lien shall not exceed the cost of the reclamation work or the amount determined by the appraisal to be the increase in the fair market value of the land as a result of the restoration, reclamation, abatement, control or prevention of the adverse effects of past coal or mineral mining practices, whichever is less. No lien shall be filed under this section against the property of any person who owned the surface prior to May 2, 1977, and who neither consented to, participated in, nor exercised control over the mining operation which necessitated the reclamation project.
- (b) The landowner may petition the district court for the district in which the majority of the land is located within sixty (60) days of the filing of the lien to determine the increase in the fair market value of the land. The amount reported to be the increase in value of the premises, but not exceeding the cost of the reclamation work, shall constitute the amount of the lien and shall be recorded with the lien.

4.61.c

MEMORANDUM OF UNDERSTANDING
Between AML AND TETON COUNTY SCHOOL DISTRICT

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Department of Environmental Quality (DEQ), Abandoned Mine Land Division (AML), whose address is Herschler Building, 3rd Floor West, 122 West 25th Street, Cheyenne, WY 82002 and the Teton County School District (TCSD), whose address is P.O. Box 568, Jackson, Wyoming 83001.

2. **Purpose of Memorandum of Understanding.** The purpose of this MOU is to provide for the temporary storage of earthen fill materials to be used in AML reclamation of the abandoned Simon Gravel Pit and the abandoned gravel pit located on TCSD property.

AML is the State Division designated by statute to administer the Abandoned Mine Land Program in accordance with Title IV of P.L. 95-87, which authorizes funds for projects, including the reclamation on abandoned mines.

The COUNTY is reconstructing the South Park Loop Road, and AML has designated the Simon Gravel Pit for reclamation, which is in close proximity to the South Park Loop Road, and is designated on Attachment A, attached hereto and incorporated herein.

TCSD has property which is eligible for reclamation by AML located in close proximity to the South Park Loop Road construction site and the Simon Gravel Pit reclamation site (hereinafter the TCSD Gravel Pit), as designated on Attachment A, attached hereto and incorporated herein.

AML may, from time to time, receive fill material that will eventually be used in the reclamation of the Simon Gravel Pit and the TCSD Gravel Pit.

It is in the best interest of the TCSD and AML to take advantage of occasionally available fill material and stockpile it for future reclamation use on the abandoned Simon Gravel Pit and the abandoned TCSD Gravel Pit.

3. Term of MOU and Required Approvals.

- A. This MOU shall terminate no later than July 1, 2002, unless this MOU is amended in writing.
- B. This MOU is effective as of the date designated on the signature page. This MOU is not binding until all parties have executed it and all required approvals have been granted. There is no right or expectation of renewal and any renewal will be determined at the discretion of both parties.

4. Payment.

A. AML agrees to reclaim the abandoned TCSD Gravel Pit in exchange for the convenience of stockpiling fill material at the TCSD Gravel Pit to be used in the reclamation of the abandoned Simon Gravel Pit and the abandoned TCSD Gravel Pit.

5. Responsibilities of TCSD.

A. The TCSD shall provide a Project Officer, who will be responsible for the TCSD obligations and authorities stated in this MOU. The Project Officer will be the primary point of contact for the TCSD on matters concerning this MOU.

B. TCSD grants permission for AML to temporarily stockpile fill material on the TCSD Gravel Pit for use in the reclamation of both the abandoned Simon Gravel Pit and the abandoned TCSD Gravel Pit.

C. TCSD further grants AML ingress and egress to the site to stockpile fill material and to remove the fill material as needed for reclamation use as heretofore described.

6. Responsibilities of AML.

A. AML will provide a Project Officer, Timothy C. Richmond, who will be responsible for the AML obligations and authorities stated in this MOU. The Project Officer will be the primary AML point of contact for matters concerning this MOU.

B. AML will give prompt written notice to TCSD whenever AML becomes aware of any development or condition which will affect the scope or timing of the work described herein.

C. AML will reclaim the TCSD Gravel Pit to a condition acceptable to the TCSD and AML upon completion of the reclamation of the Simon Gravel Pit. If this MOU is terminated prior to the completion of the reclamation of the TCSD Gravel Pit, then AML shall be responsible for the reclamation of the material added to the site by AML upon termination of this MOU.

D. AML will work with TCSD to develop a tentative work schedule for stockpiling and removal of fill material to minimize traffic congestion and safety hazards during critical times at the nearby Middle School. AML will notify TCSD of any changes in the work schedule.

- E. AML will work with TCSD to identify and address potential safety hazards associated with the stockpiling and storage of the material. AMI and its contractors shall not store equipment or store or dispose of any hazardous or dangerous materials on TCSD property. AML or its contractor shall notify TCSD if any equipment will be kept on the site during times of stockpiling or removal of material. AML and its contractors will keep the property and stockpiled material in as neat and orderly condition as practically possible.
- F. AML will pay for an insurance policy to provide liability protection to TCSD comparable to that carried by AML's engineer, during the period of earthen material stockpiling and storage, and until such time as the earthen material is incorporated into the final reclamation at the site and the final reclamation is complete at the site. AML will provide TCSD proof of insurance prior to the commencement of stockpiling on the TCSD site.

7. General Provisions.

- A. **Amendments.** Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- B. **Applicable Law/Venue.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this MOU and the parties, and the venue shall be the Ninth Judicial District, Teton County, Wyoming.
- C. **Assignment/MOU Not Used as Collateral.** No party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this MOU without the prior written consent of the other parties.
- D. **Availability of Funds.** AML is conditioned upon the availability of federal government funds which are appropriated or allocated for the reclamation of the abandoned Simon Gravel Pits and the TCSD Gravel Pit. If funds are not allocated and available to AML for the continuance of the reclamation as heretofore described, the MOU may be terminated by AML at the end of the period for which the funds are available. AML shall notify the TCSD at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to AML in the event this provision is exercised, and AML shall not be obligated or liable for any damages as a result of termination under this section. This provision shall

not be construed to permit AML to terminate this MOU in order to acquire similar services from another party.

- E. **Award of Related Contracts.** AML may undertake or award supplemental or successor contracts for work related to this MOU. TCSD shall cooperate fully with other contractors and AML in all such cases.
- F. **Compliance with Laws.** TCSD, and AML shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this MOU.
- G. **Disputes/Remedies.** In seeking to resolve any dispute relating to this MOU, AML and TCSD do not waive their sovereign immunity. Any dispute or claim arising out of or relating to this MOU may be assigned to non-binding mediation upon mutual agreement of the parties, in accordance with the Wyoming Supreme Court's rules for alternative dispute resolution. The parties to the dispute shall bear their respective costs for any dispute resolution. The rights and remedies of the parties provided for in these clauses are in addition to any other rights and remedies provided by law or under this MOU.
- H. **Entirety of MOU.** This MOU, consisting of six (6) pages, represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- I. **Indemnification.** Each party to this MOU shall be responsible for any liability arising from its own conduct. None of the parties agree to insure, defend or indemnify the other parties, except as provided in paragraph 6.F.
- J. **Kickbacks.** TCSD certify and warrant that no gratuities, kickbacks or contingency fees were paid in connection with this MOU, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this MOU. If TCSD breaches or violates this warranty, AML may, at its discretion, terminate this MOU without liability to AML, or deduct from the MOU price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- K. **Nondiscrimination.** TCSD shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), and the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.* TCSD shall assure that no person is discriminated against based on the

grounds of sex, race, religion, national origin or disability in connection with the performance of this MOU. TCSD shall include the provisions of this section in every subcontract awarded in excess of \$10,000.00 so that such provisions are binding on each contractor.

- L. Notices.** All notices arising out of, or from, the provisions of this MOU shall be in writing and given to the parties at the address provided under this MOU, either by regular mail, *facsimile*, *e-mail*, or delivery in person.
- M. Ownership of Documents/Work Product.** All documents, reports, records, field notes, materials, and data of any kind resulting from performance of this MOU are at all times the property of AML.
- N. Prior Approval.** This MOU shall not be binding upon any party, no services shall be performed under the terms of this MOU until this MOU has been reduced to writing, approved as to form by the Office of the Attorney General.
- O. Sovereign Immunity.** The State of Wyoming, Department of Environmental Quality, Abandoned Mine Land Division and the Teton County School District do not waive sovereign immunity by entering into this MOU, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state and federal law.
- P. Successors.** This MOU shall inure to the benefit of and be binding upon the legal representatives and successors of AML and TCSD, respectively.
- Q. Termination of MOU.** This MOU may be terminated, without cause, by either party upon twenty (20) days written notice to the other party. This MOU may be terminated immediately for cause if TCSD fails to perform in accordance with the terms of this MOU. If this MOU is terminated by TCSD and AML reclaims the material added to the site by AML pursuant to paragraph 6.C., then total and final reclamation of the entire TCSD site will be deemed final and complete.
- R. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this

MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

S. **Waiver.** The waiver of any breach of any term or condition in this MOU shall not be deemed a waiver of any prior or subsequent breach.

8. **Signatures.** In witness thereof, the parties to this MOU, either personally or through their duly authorized representatives, have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU.

This MOU is not binding on any party until executed by all parties.

The effective date of this MOU is the 5th day of August, 1997.

**DEPARTMENT OF ENVIRONMENTAL QUALITY
ABANDONED MINE LAND DIVISION**

Stan Barnard, AML Administrator

8-9-97

Date

Dennis Hemmer, DEQ Director

8-13-97

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

Maxine R. Weaver
Maxine R. Weaver, Senior Assistant Attorney General

8-13-97

Date

TETON COUNTY SCHOOL DISTRICT

Donald Turner
Donald Turner, Chairman

8/5/97

Date

Sharon Parrott
Sharon Parrott, Business Manager

8/5/97

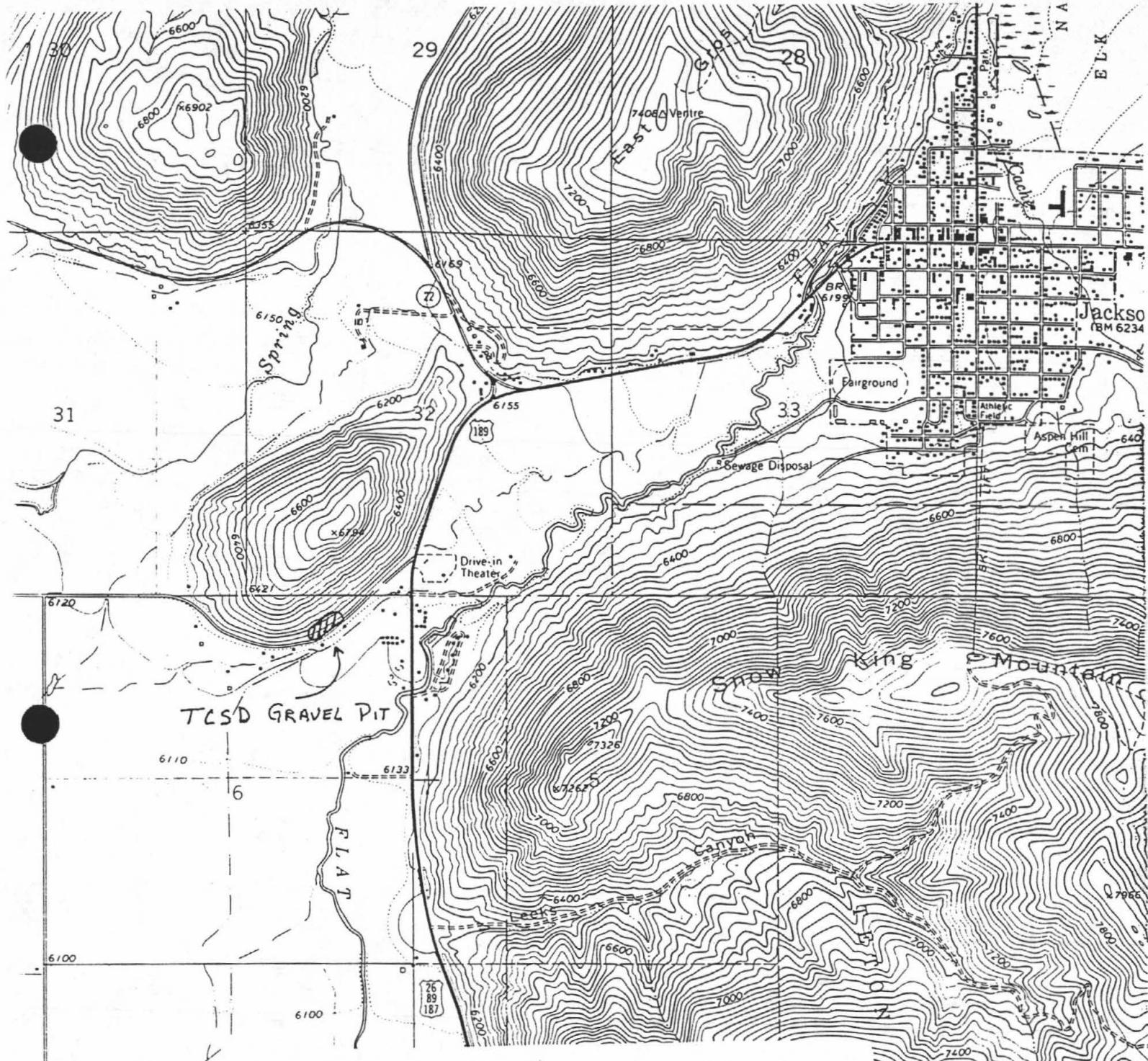
Date

ATTORNEY APPROVAL AS TO FORM

Sara Van Genderen, Attorney for TCSD #1

8/5/97

Date



Memorandum of Understanding
AML and Teton County School District
Attachment A
Location Map
TCSD Gravel Pit
NENWNE, Sec 6 T40N R116W

CONTRACT
Between AML AND ANITA SIMON-LAYCOCK

1. **Parties.** The parties to this Contract (CONTRACT) are the Wyoming Department of Environmental Quality (DEQ), Abandoned Mine Land Division (AML), whose address is Herschler Building, 3rd Floor West, 122 West 25th Street, Cheyenne, WY 82002, phone (307) 777-6145 and Fax (307) 777-6462, and Anita Simon-Laycock (SIMON), whose address is 1716 Yellowstone, County Route 124, Cheyenne, Wyoming 82009, phone (307) 634-8612.

2. **Purpose of Contract.** The purpose of this CONTRACT is to provide for the temporary storage of earthen fill materials to be used in AML reclamation of the abandoned Simon Gravel Pit. AML is the State Division designated by statute to administer the Abandoned Mine Land Program in accordance with Title IV of P.L. 95-87, which authorizes funds for projects, including the reclamation on abandoned mines. SIMON is the property owner of the Simon Gravel Pit, and agrees to having the abandoned gravel pit reclaimed.

Teton County is reconstructing the South Park Loop Road, and AML has designated the Simon Gravel Pit for reclamation, which is in close proximity to the South Park Loop Road. AML may, from time to time, receive fill material that will eventually be used in the reclamation of the Simon Gravel Pit. It is in the best interest of SIMON and AML to take advantage of occasionally available fill material and stockpile it for future reclamation use on the abandoned Simon Gravel Pit.

3. **Term of CONTRACT and Required Approvals.**

A. This CONTRACT shall terminate no later than December 31, 2005, unless this CONTRACT is amended in writing.

B. This CONTRACT is effective as of the date designated on the signature page. This CONTRACT is not binding until all parties have executed it and all required approvals have been granted. There is no right or expectation of renewal and any renewal will be determined at the discretion of AML.

4. **Payment.**

A. AML, through its Engineer, agrees to pay for an insurance policy to provide liability protection to SIMON comparable to that carried by AML's Engineer, during the period of earthen material stockpiling and storage, and until such time as the earthen material is incorporated into the permanent reclamation of the abandoned Simon Gravel Pit in exchange for the convenience of stockpiling said material at the reclamation site.

5. Responsibilities of SIMON

A. SIMON grants permission for AML to temporarily stockpile fill material on the Simon Gravel Pit for use in the reclamation of the abandoned Simon Gravel Pit.

B. SIMON further grants AML ingress and egress to the site to stockpile fill material and to remove the fill material as needed for reclamation use as heretofore described.

6. Responsibilities of AML.

A. AML will provide a Project Officer, Timothy C. Richmond, who will be responsible for the AML obligations and authorities stated in this CONTRACT. The Project Officer will be the primary AML point of contact for matters concerning this CONTRACT.

B. AML will give prompt written notice to SIMON whenever AML becomes aware of any development or condition which will affect the scope or timing of the work described herein.

C. AML will reclaim the Simon Gravel Pit to a condition acceptable to SIMON.

D. AML will work with SIMON to identify and address potential safety hazards associated with the stockpiling and storage of the material.

7. General Provisions.

A. **Amendments.** Any changes, modifications, revisions or amendments to this CONTRACT which are mutually agreed upon by the parties to this CONTRACT shall be incorporated by written instrument, executed and signed by all parties to this CONTRACT.

B. **Applicable Law/Venue.** The construction, interpretation and enforcement of this CONTRACT shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this CONTRACT and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment/CONTRACT Not Used as Collateral.** No party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this CONTRACT without the prior written consent of the other party.

D. **Availability of Funds.** The funding for this AML project is conditioned upon the availability of federal government funds which are appropriated or allocated for the reclamation of the abandoned Simon Gravel Pit. If funds are not allocated and available to AML for the continuance of the reclamation as heretofore described, the CONTRACT may be terminated by AML at the end of the period for which the funds are available. AML shall notify SIMON at the earliest

possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to AML in the event this provision is exercised, and AML shall not be obligated or liable for any damages as a result of termination under this section. This provision shall not be construed to permit AML to terminate this CONTRACT in order to acquire similar services from another party.

E. Compliance with Laws. SIMON and AML shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this CONTRACT.

F. Disputes/Remedies. In seeking to resolve any dispute relating to this CONTRACT, AML does not waive its sovereign immunity. Any dispute or claim arising out of or relating to this CONTRACT may be assigned to non-binding mediation upon mutual agreement of the parties, in accordance with the Wyoming Supreme Court's rules for alternative dispute resolution. The parties to the dispute shall bear their respective costs for the mediation. The rights and remedies of the parties provided for in these clauses are in addition to any other rights and remedies provided by law or under this CONTRACT.

G. Entirety of CONTRACT. This CONTRACT, consisting of five (5) pages, represents the entire and integrated CONTRACT between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

H. Indemnification. Each party to this CONTRACT shall be responsible for any liability arising from its own conduct. Neither of the parties agree to insure, defend or indemnify the other, except as provided in paragraph 4.A.

I. Kickbacks. SIMON certifies and warrant that no gratuities, kickbacks or contingency fees were paid in connection with this CONTRACT, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this CONTRACT. If SIMON breaches or violates this warranty, AML may, at its discretion, terminate this CONTRACT without liability to AML.

J. Notices. All notices arising out of, or from, the provisions of this CONTRACT shall be in writing and given to the parties at the address provided under this CONTRACT, either by regular mail, *facsimile*, *e-mail*, or delivery in person.

K. Ownership of Documents/Work Product. All documents, reports, records, field notes, materials, and data of any kind resulting from performance of this CONTRACT are at all times the property of AML.

L. Prior Approval. This CONTRACT shall not be binding upon any party, no services shall be performed under the terms of this CONTRACT until this CONTRACT has been reduced to writing, approved as to form by the Office of the Attorney General.

M. Sovereign Immunity. The State of Wyoming, Department of Environmental Quality, Abandoned Mine Land Division does not waive sovereign immunity by entering into this CONTRACT, and specifically retains immunity and all defenses available to it as sovereign pursuant to Wyo. Stat. § 1-39-104(a) and all other state and federal law.

N. Successors. This CONTRACT shall inure to the benefit of and be binding upon the legal representatives and successors of AML and SIMON, respectively.

O. Termination of CONTRACT. This CONTRACT may be terminated, without cause, by either party upon twenty (20) days written notice to the other party.

P. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this CONTRACT shall not be construed so as to create such status. The rights, duties and obligations contained in this CONTRACT shall operate only between the parties to this CONTRACT, and shall inure solely to the benefit of the parties to this CONTRACT. The provisions of this CONTRACT are intended only to assist the parties in determining and performing their obligations under this CONTRACT. The parties to this CONTRACT intend and expressly agree that only parties signatory to this CONTRACT shall have any legal or equitable right to seek to enforce this CONTRACT, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this CONTRACT, or to bring an action for the breach of this CONTRACT.

Q. Waiver. The waiver of any breach of any term or condition in this CONTRACT shall not be deemed a waiver of any prior or subsequent breach.

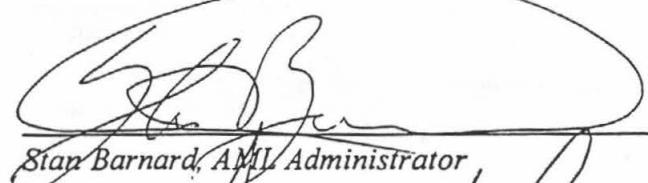
INTENTIONALLY LEFT BLANK

8. Signatures. In witness thereof, the parties to this CONTRACT, either personally or through their duly authorized representatives, have executed this CONTRACT on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this CONTRACT.

This CONTRACT is not binding on any party until executed by all parties.

The effective date of this CONTRACT is the 31st day of July, 1997.

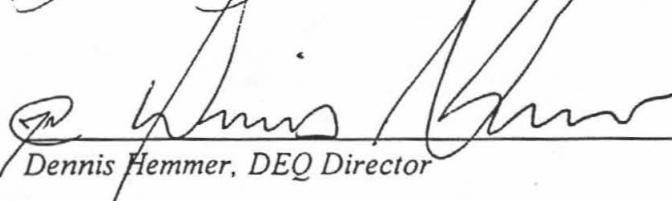
**DEPARTMENT OF ENVIRONMENTAL QUALITY
ABANDONED MINE LAND DIVISION**



Stan Barnard, AML Administrator

8-1-97

Date

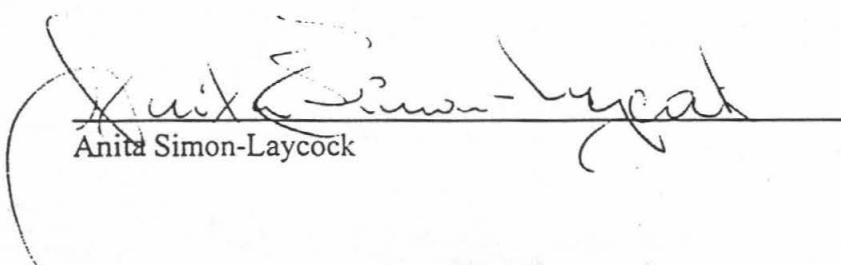


Dennis Hemmer, DEQ Director

8/5/97

Date

ANITA SIMON-LAYCOCK

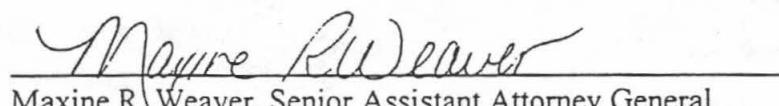


Anita Simon-Laycock

04.31.94

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



Maxine R. Weaver, Senior Assistant Attorney General

7-31-97

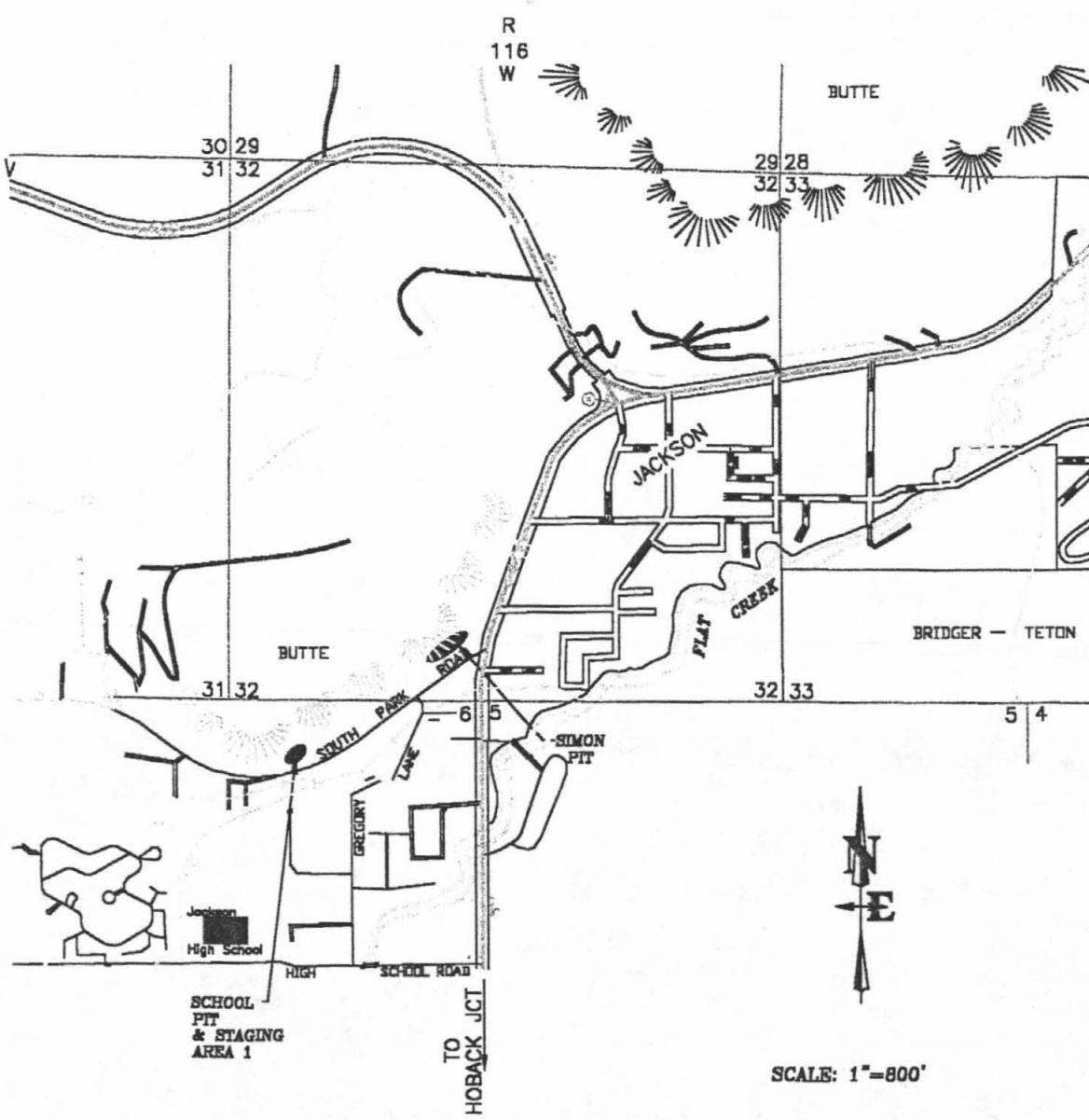
Date

APPENDIX D

AS-CONSTRUCTED DRAWINGS



STATE OF WYOMING
VICINITY MAP
NO SCALE



SIMON PIT AND SCHOOL PIT
TETON COUNTY - JACKSON, WY
AML PROJECT No. 17A-3

Drawing No.

INDEX TO DRAWINGS

Title

TITLE SHEET, LOCATION MAP AND INDEX TO DRAWINGS
SCHOOL PIT, GRADING AND RECLAMATION PLAN, VIEW 1 OF 2
SCHOOL PIT, GRADING AND RECLAMATION PLAN, VIEW 2 OF 2
SIMON PIT, GRADING AND RECLAMATION PLAN, VIEW 1 OF 3
SIMON PIT, GRADING AND RECLAMATION PLAN, VIEW 2 OF 3
SIMON PIT, GRADING AND RECLAMATION PLAN, VIEW 3 OF 3
ROADWAY SECTIONS, CURB & GUTTER SECTIONS
LOG EROSION BARRIERS AND MISC. EROSION CONTROL FEATURES
RETAINING WALL PLANS AND DETAILS
LOCATION OF SILT FENCE, STAGING AREAS, REVEGETATION AREA & MISC. DETAILS
SCHOOL PIT CROSS SECTIONS
SIMON PIT CROSS SECTIONS

* PHOTO NOT
AVAILABLE

Holly J. Pratt - Wyoming PE No. 8176

Set No. _____

DRAWING NO		JOB TITLE		DRAWING TITLE	
1 OF 12		SIMON PIT AND SCHOOL, PT		TITLE SHEET, LOCATION MAP	
JOB NO		TETON COUNTY - JACKSON, WYOMING		INDEX TO DRAWINGS	
86-022-2		AML PROJECT #17A-3			

RECORD DRAWINGS

LEGEND

- - - - - RIGHT OF WAY LINE FOR SOUTH PARK LOOP ROAD
 - - - - - EDGE OF EXISTING PAVEMENT
 - - - - - EXISTING CONTOURS (1 m INTERVAL, 10/97)
 - - - - - 1885 EXISTING INDEX CONTOURS (5 m INTERVAL, 10/97)
 - - - - - PROPOSED CONTOURS, 1m INTERVALS
 - - - - - PROPOSED ALIGNMENT OF SOUTH PARK LOOP ROAD
 - - - - - EDGE OF GRAVEL ROADWAYS OR DRIVES
 - - - - P OVERHEAD POWER LINE
 - - - T T UNDERGROUND TELEPHONE
 W W BURIED WATERLINE
 +1875 DESIGN SPOT ELEVATION
 - - - - - EXISTING TOP OF FILL

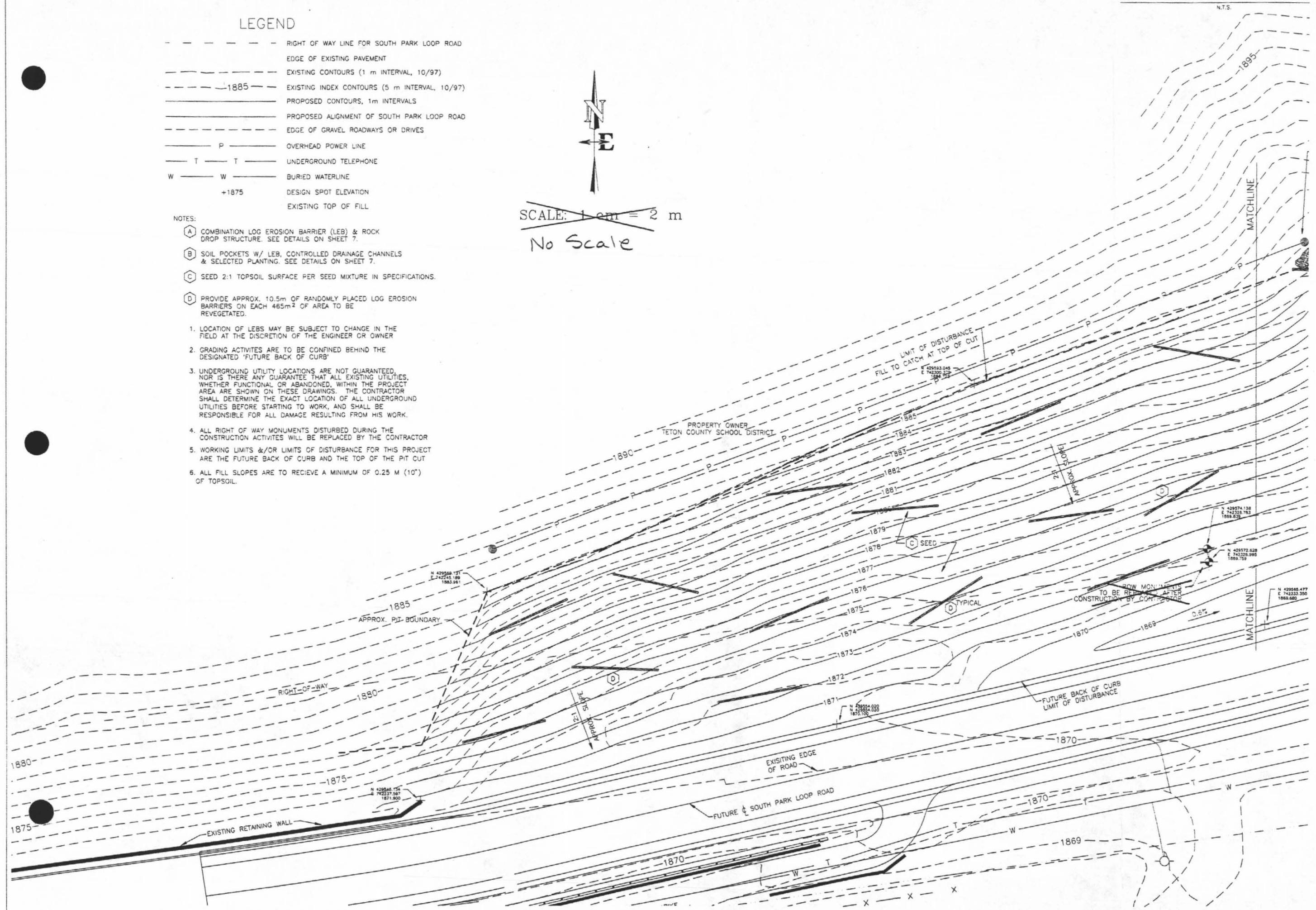
NOTE

- A COMBINATION LOG EROSION BARRIER (LEB) & ROCK DROP STRUCTURE. SEE DETAILS ON SHEET 7.
- B SOIL POCKETS W/ LEB, CONTROLLED DRAINAGE CHANNELS & SELECTED PLANTING. SEE DETAILS ON SHEET 7.
- C SEED 2:1 TOPSOIL SURFACE PER SEED MIXTURE IN SPECIFICATIONS
- D PROVIDE APPROX. 10.5m OF RANDOMLY PLACED LOG EROSION BARRIERS ON EACH 465m² OF AREA TO BE REVEGETATED.

1. LOCATION OF LEBS MAY BE SUBJECT TO CHANGE IN THE FIELD AT THE DISCRETION OF THE ENGINEER OR OWNER
2. GRADING ACTIVITIES ARE TO BE CONFINED BEHIND THE DESIGNATED 'FUTURE BACK OF CURB'
3. UNDERGROUND UTILITY LOCATIONS ARE NOT GUARANTEED, NOR IS THERE ANY GUARANTEE THAT ALL EXISTING UTILITIES, WHETHER FUNCTIONAL OR ABANDONED, WITHIN THE PROJECT AREA ARE SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES BEFORE STARTING TO WORK, AND SHALL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM HIS WORK.
4. ALL RIGHT OF WAY MONUMENTS DISTURBED DURING THE CONSTRUCTION ACTIVITIES WILL BE REPLACED BY THE CONTRACTOR
5. WORKING LIMITS &/OR LIMITS OF DISTURBANCE FOR THIS PROJECT ARE THE FUTURE BACK OF CURB AND THE TOP OF THE PIT CUT
6. ALL FILL SLOPES ARE TO RECEIVE A MINIMUM OF 0.25 M (10") OF TOPSOIL.

SCALE: 1 cm = 2 m

No Scale



SEARCHING TITLE
SCHOOL
GRADING
VIEW

ING TITLE
SCHOOL PIT
GRADING AND RECLAMATION PLAN
VIEW SHEET 1 OF 2

SIMON PIT AND SCHOOL PIT
JEFFERSON COUNTY - JACKSON, WY
JML PROJECT No. 17A-3

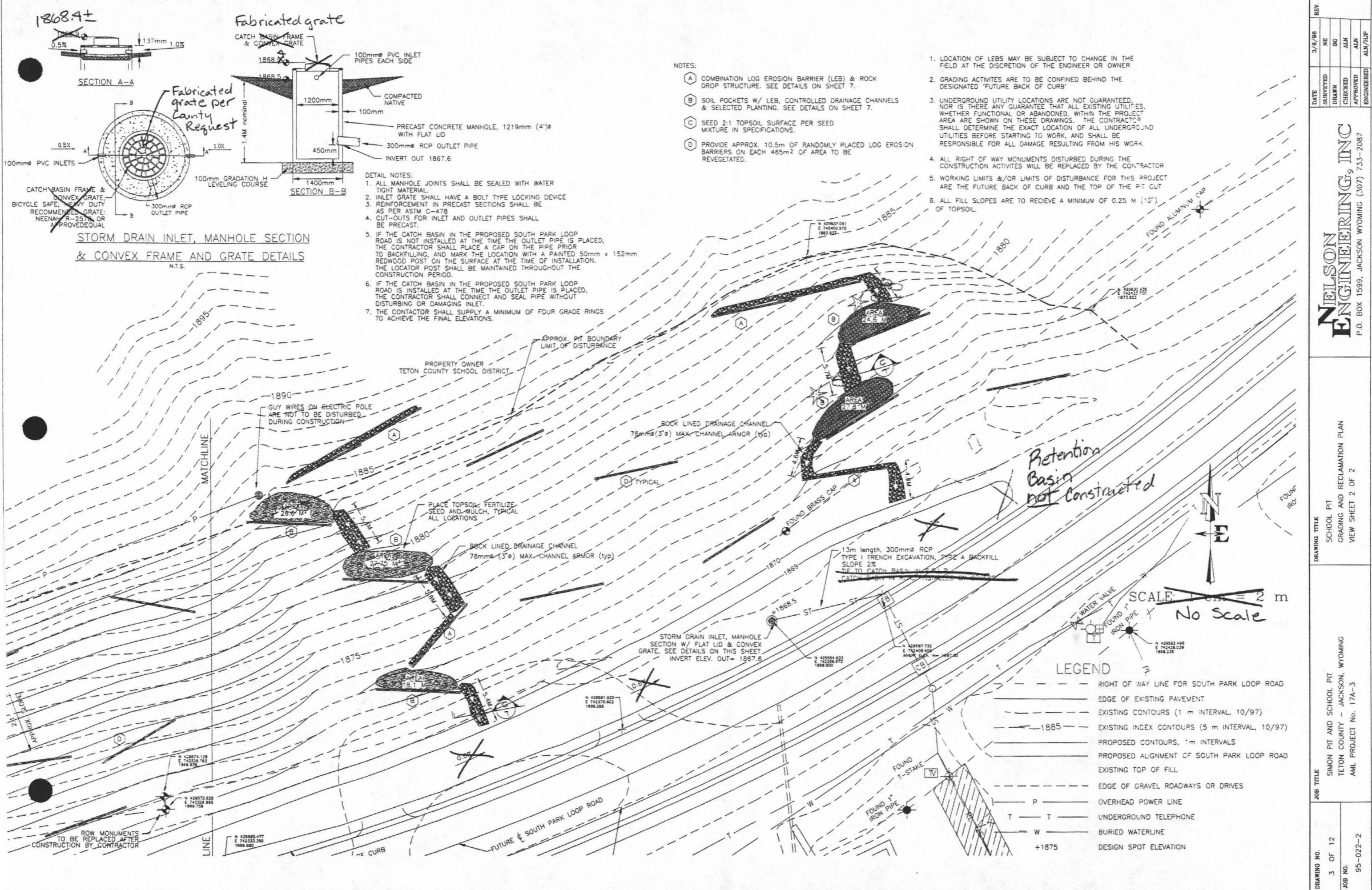
2 OF 12
JOB NO. 95-022-2

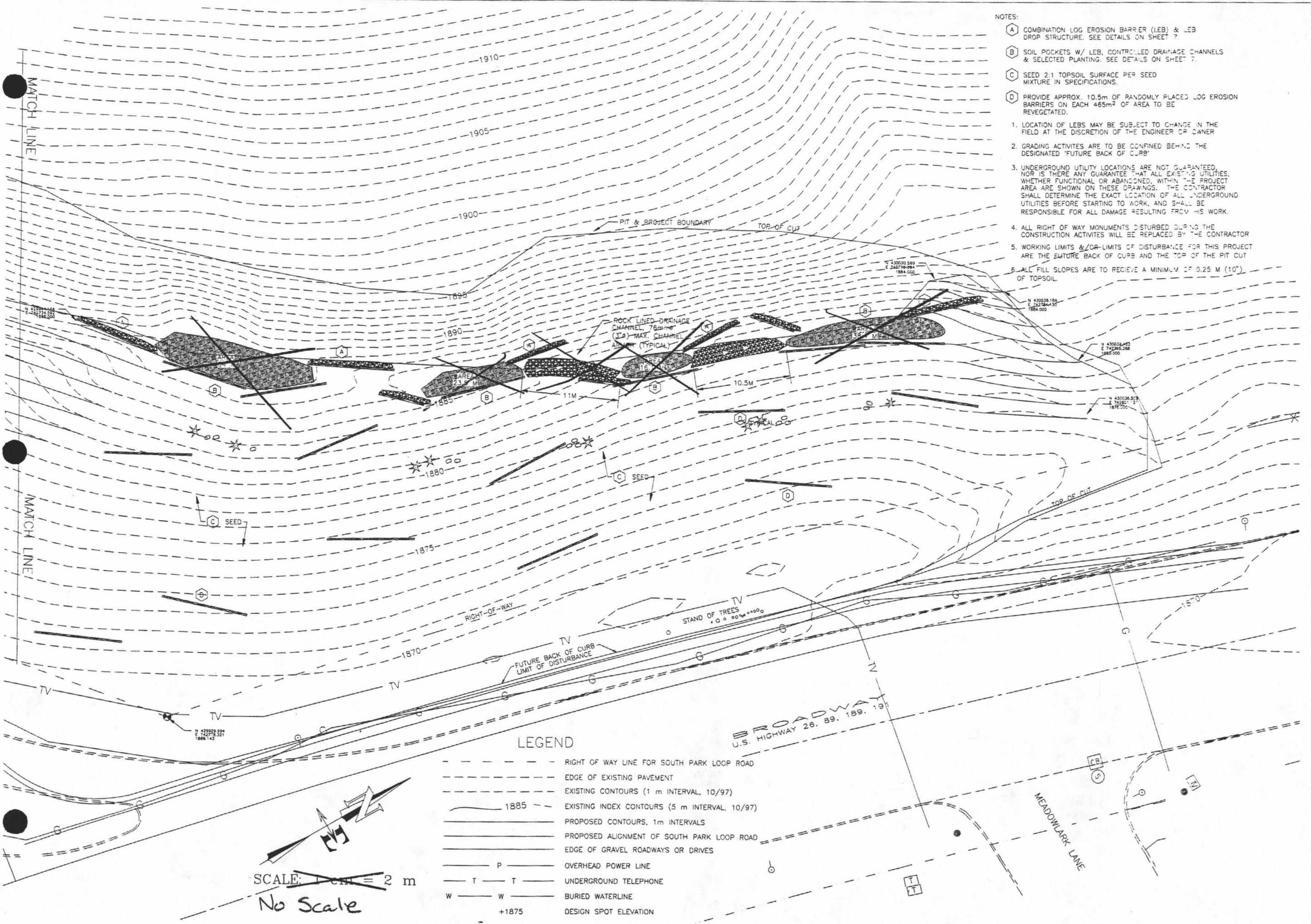
**NIELSON
ENGINEERING, INC**
P.O. BOX 1599, JACKSON, WYOMING (307) 733-2087

DATE	3/6/BB
SURVEYED	REV.
DRAWN	BG
CHECKED	ALN
APPROVED	ALN
ENCLOSURE	ALN/ALD

RECORDED DRAWINGS

RECORD DRAWINGS





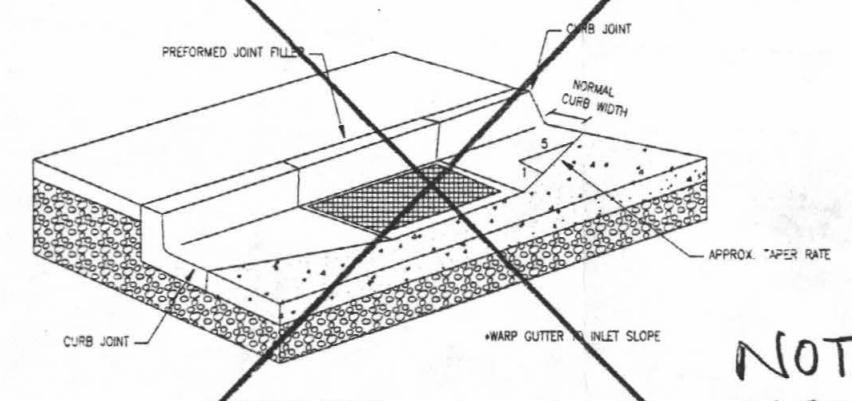
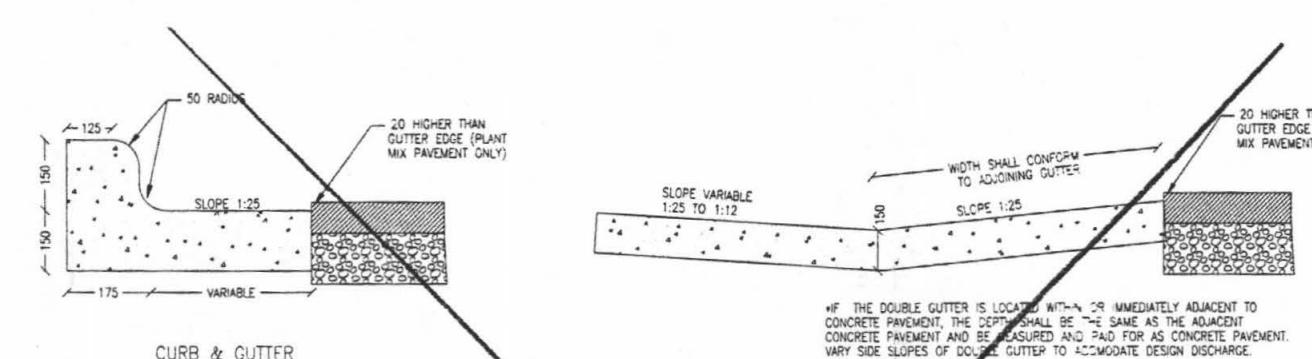
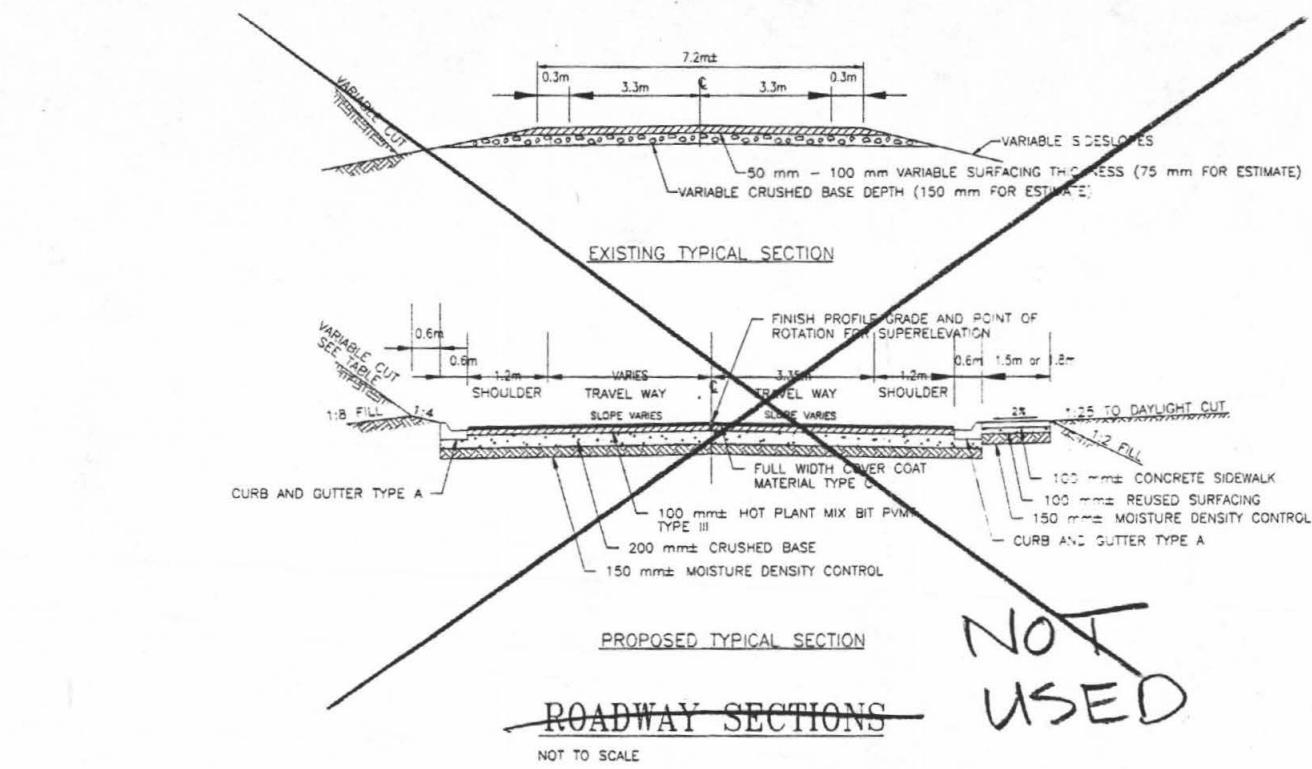
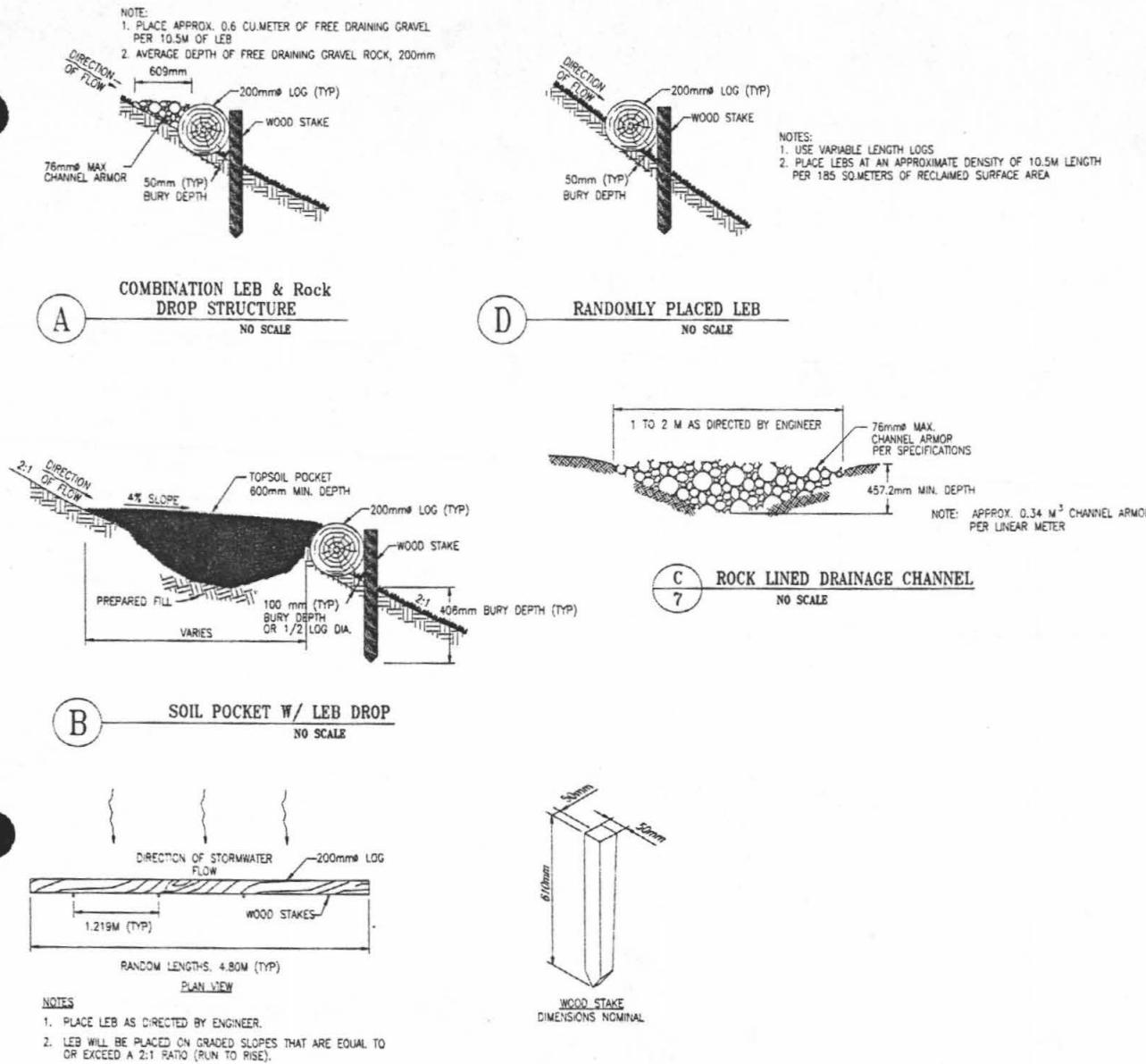
JOBTITLE	SIMON PIT AND SCHOOL PIT GRAZING AND RECLAMATION PLAN VIEW SHEET 3 OF 3	DATE	3/6/98	REV.
DRAWING NO.		SURVEYED	NE	
6 OF 12	DRAWN	DD/HIP		
	CHECKED	ALN		
	APPROVED	ALN		
	ENGINEERED	ALN		

DRAWING NO.	6 OF 12	JOBTITLE	SIMON PIT AND SCHOOL PIT GRAZING AND RECLAMATION PLAN VIEW SHEET 3 OF 3	DATE	3/6/98	REV.
95-022-2						

RECORD DRAWINGS

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

DATE	3/18/98	REV.
SURVEYED		
DRAWN		
CHECKED		
ENGINEERED		
APPROVED		



CURB & GUTTER SECTIONS

NOT TO SCALE

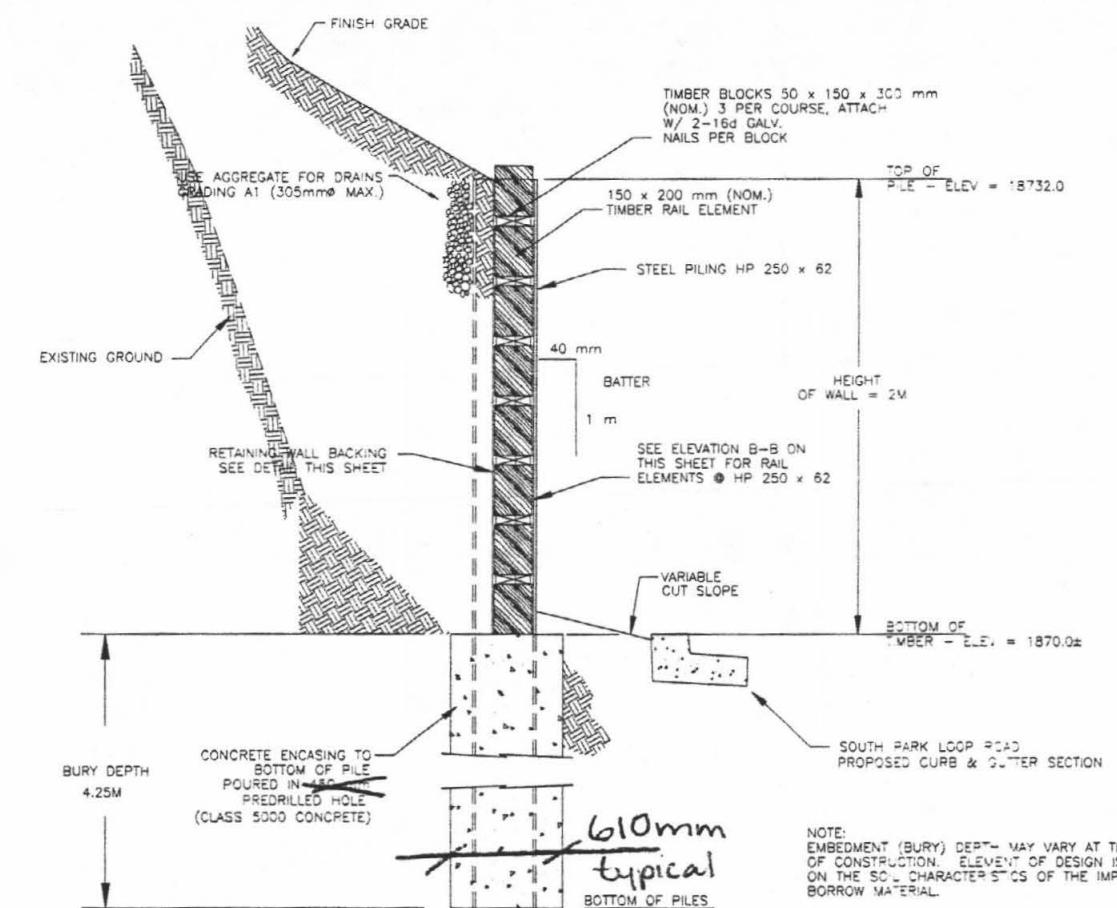
NOTE:
ALL DIMENSIONS ARE GIVEN IN MILLIMETERS
UNLESS NOTED OTHERWISE

JOB TITLE	1000	1000
7 OF 12	SIMON PIT AND SCHOOL PIT	
95-022-2	TETON COUNTY - JACKSON, WYOMING	AML PROJECT #17A-3

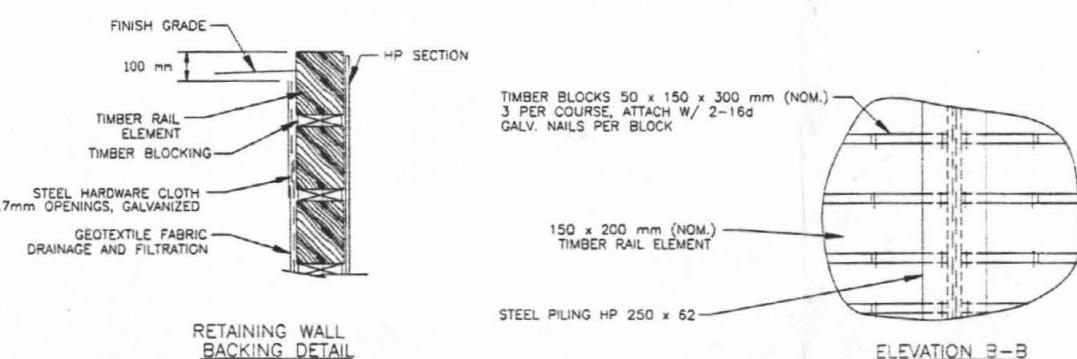
RECORD DRAWINGS

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

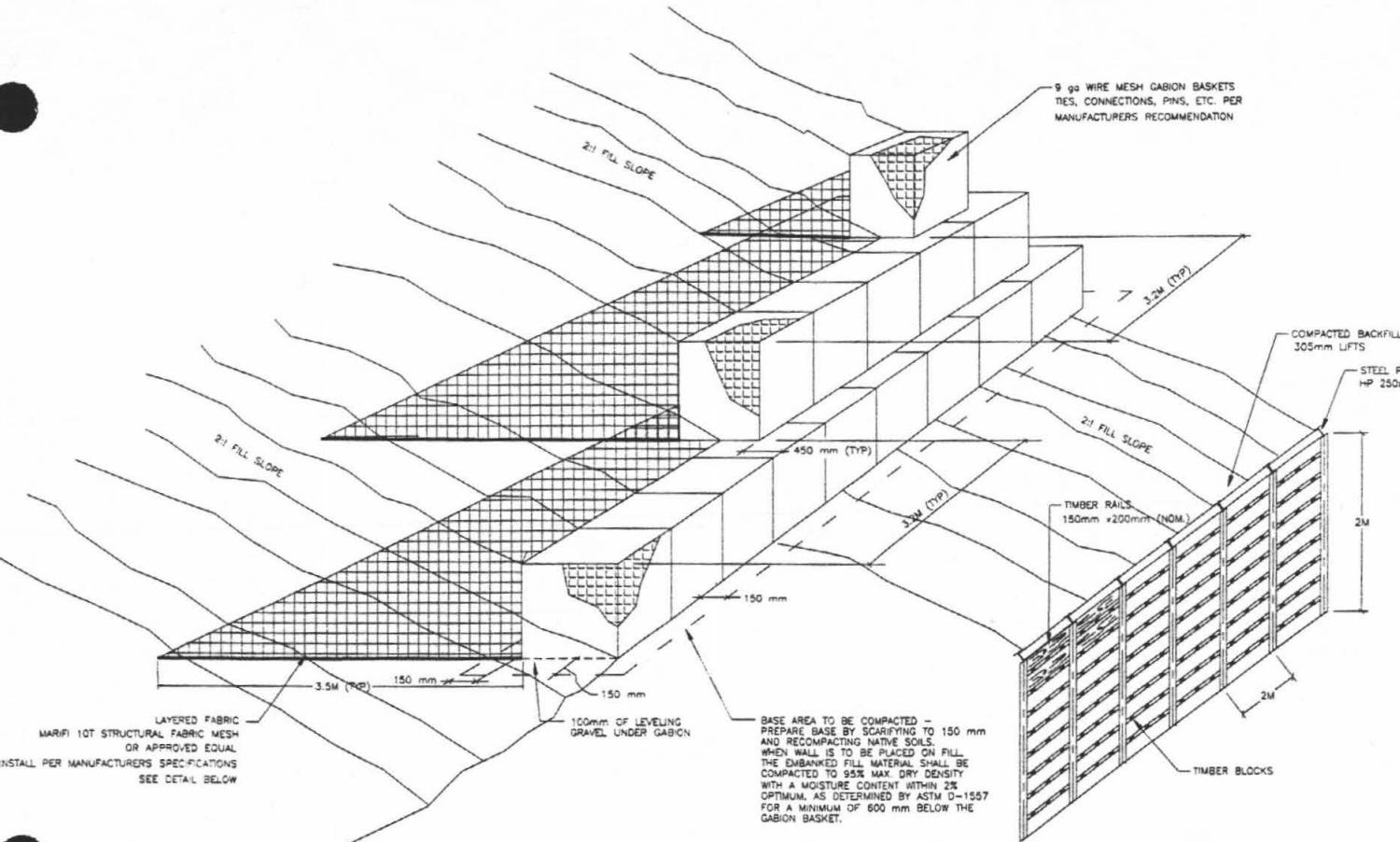
DRAWING NO.	JOB TITLE	DRAWING TITLE	RECORD SHEET
8 OF 12	SIMON PIT & SCHOOL PIT TETON COUNTY - JACKSON, WYOMING ANL PROJECT #17A-3	RETAINING WALL PLANS AND DETAILS	3/18/98 REV.
95-022-2			DD/RP ALN/PIG APPROVED H/P/ALN/JG ENGINEERED



STEEL PILE AND TIMBER CRIBBED RETAINING WALL
TYPICAL SECTION
NOT TO SCALE

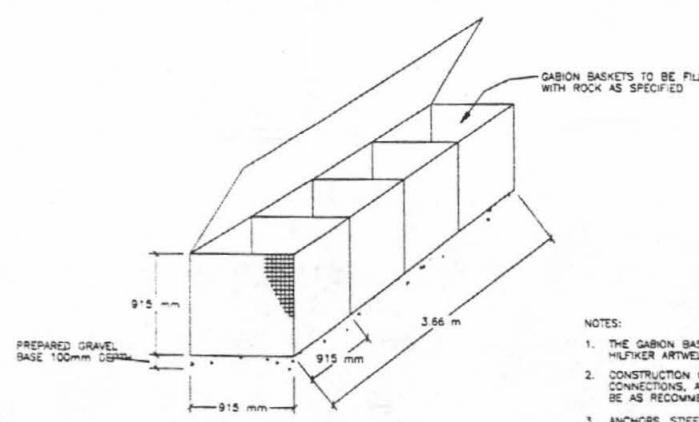


STEEL PILE AND TIMBER CRIBBED RETAINING WALL
DETAILS
NOT TO SCALE



ROCK FILLED GABION BASKETS &
STEEL PILE-TIMBER CRIBBED RETAINING WALLS
ISOMETRIC VIEW

NO SCALE



GABION BASKET RETAINING WALL
DETAILS
NOT TO SCALE

1. THE GABION BASKET RETAINING WALLS SHALL BE HILFNER ARTWELD GABION OR APPROVED EQUAL.
2. CONSTRUCTION OF GABIONS INCLUDING ASSEMBLY, CONNECTIONS, AND PLACEMENT OF FILL ROCK SHALL BE AS RECOMMENDED BY THE MANUFACTURER.
3. ANCHORS, STIFFENERS, STAKES AND GABION CONNECTIONS SHALL BE PER MANUFACTURER'S RECOMMENDATION. ANCHORING, INSTALLATION AND ASSEMBLY PLAN, SCHEDULE AND PLACEMENT SHALL BE SUBMITTED TO ENGINEER PRIOR TO WORK.
4. USE 76mm x 76mm (3' x 3') WELDED WIRE MESH (MAX).

NOTE:
HARDWARE CLOTH AND FILTRATION FABRIC SHALL BE ATTACHED TO RETAINING WALL PER MANUFACTURER'S RECOMMENDATION.

STEEL PILE AND TIMBER CRIBBED RETAINING WALL

DETAILS
NOT TO SCALE

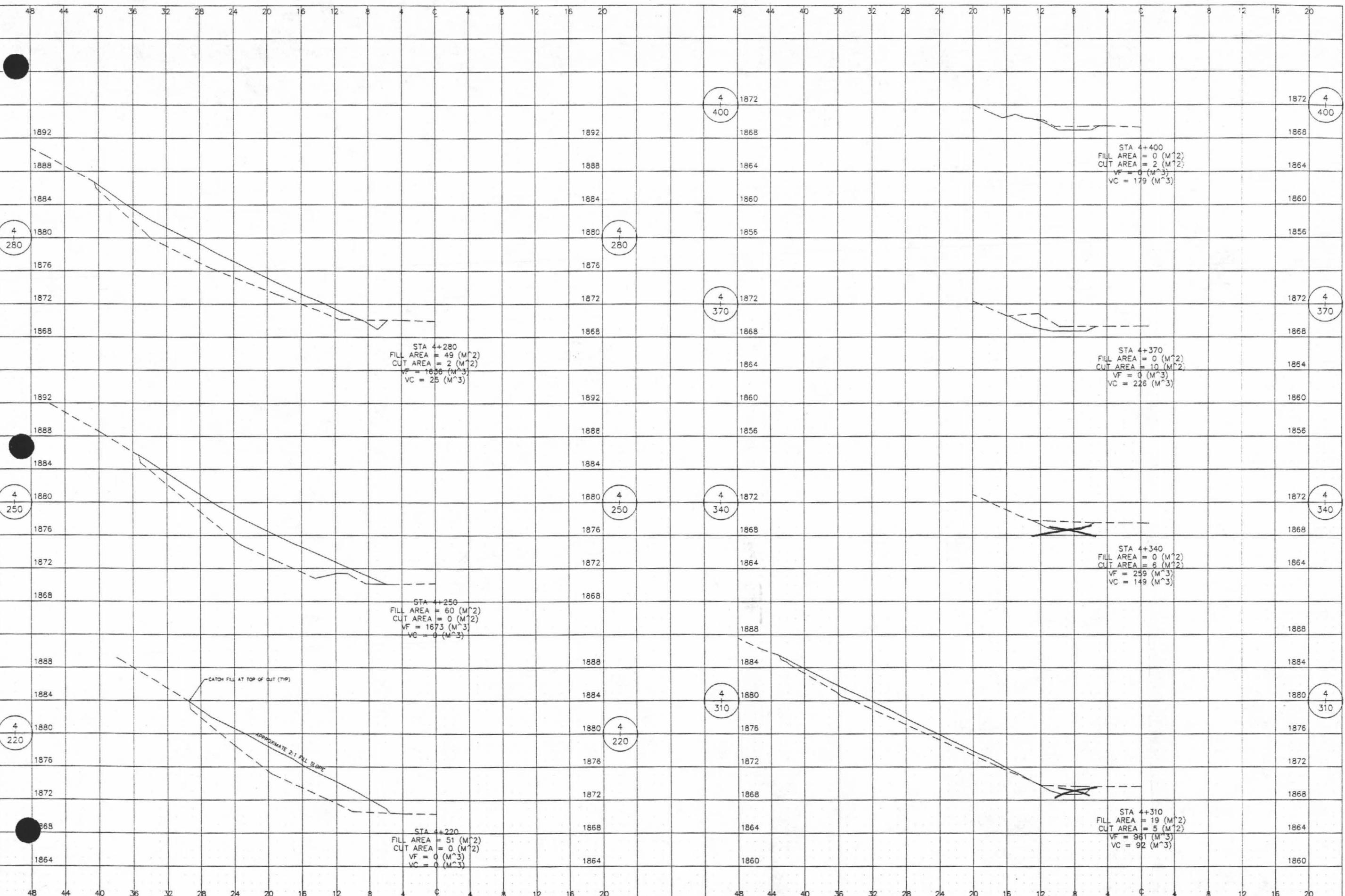
DRAWING NO.	JOB NO.	JOB TITLE
8 OF 12	95-022-2	SIMON PIT & SCHOOL PIT TETON COUNTY - JACKSON, WYOMING ANL PROJECT #17A-3

RECORD DRAWINGS

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

DATE 11/14/97
SURVEYED
DRAWN DD
CHECKED ALN
APPROVED ALN
ENGINEERED NE

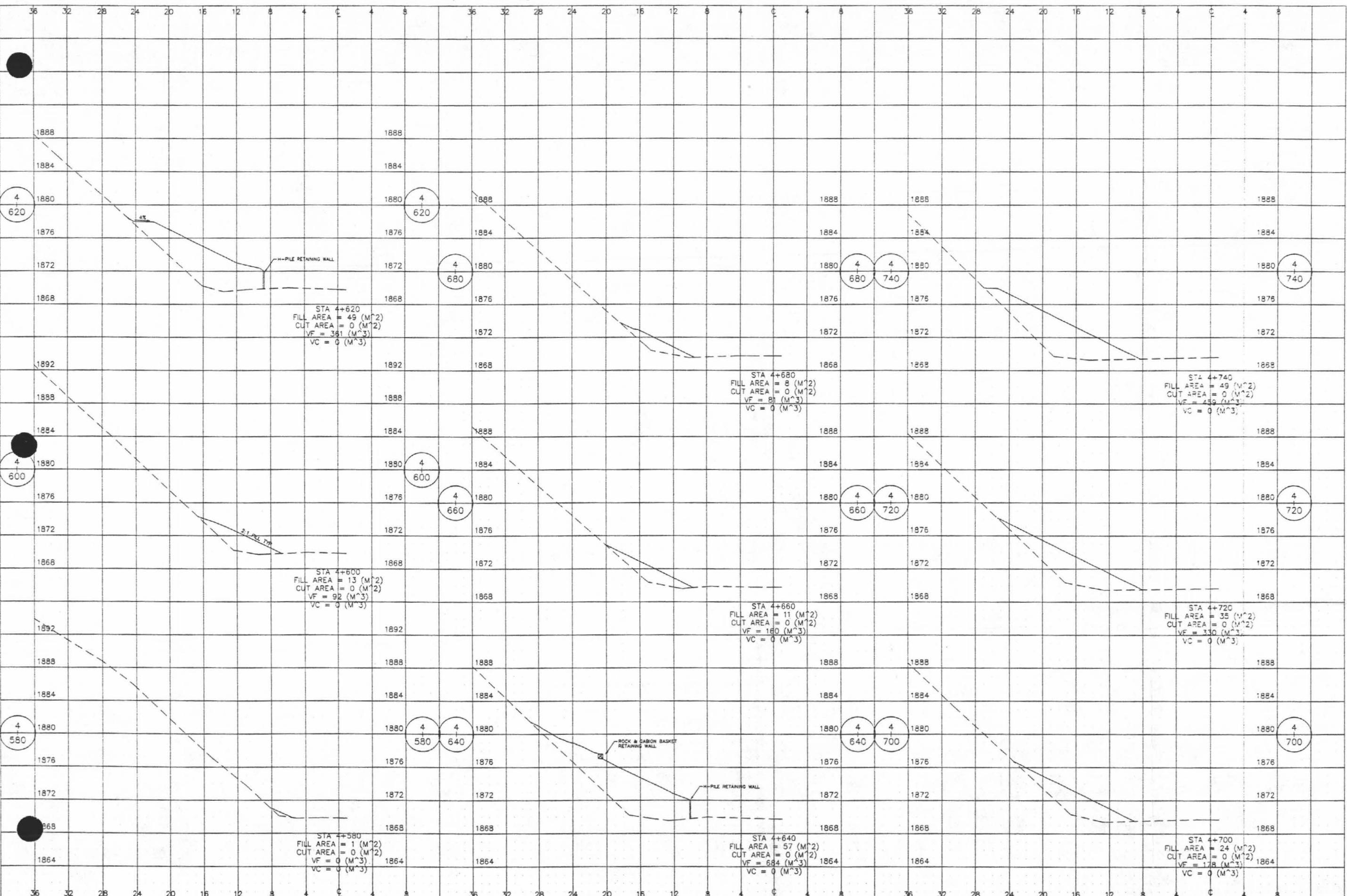
DRAWING TITLE SIMON PIT & SCHOOL PIT
SCHOOL PIT
CROSS SECTIONS
JOB TITLE SIMON PIT & SCHOOL PIT
TETON COUNTY - JACKSON, WYOMING
AML PROJECT No. 9A-II



RECORD DRAWINGS

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

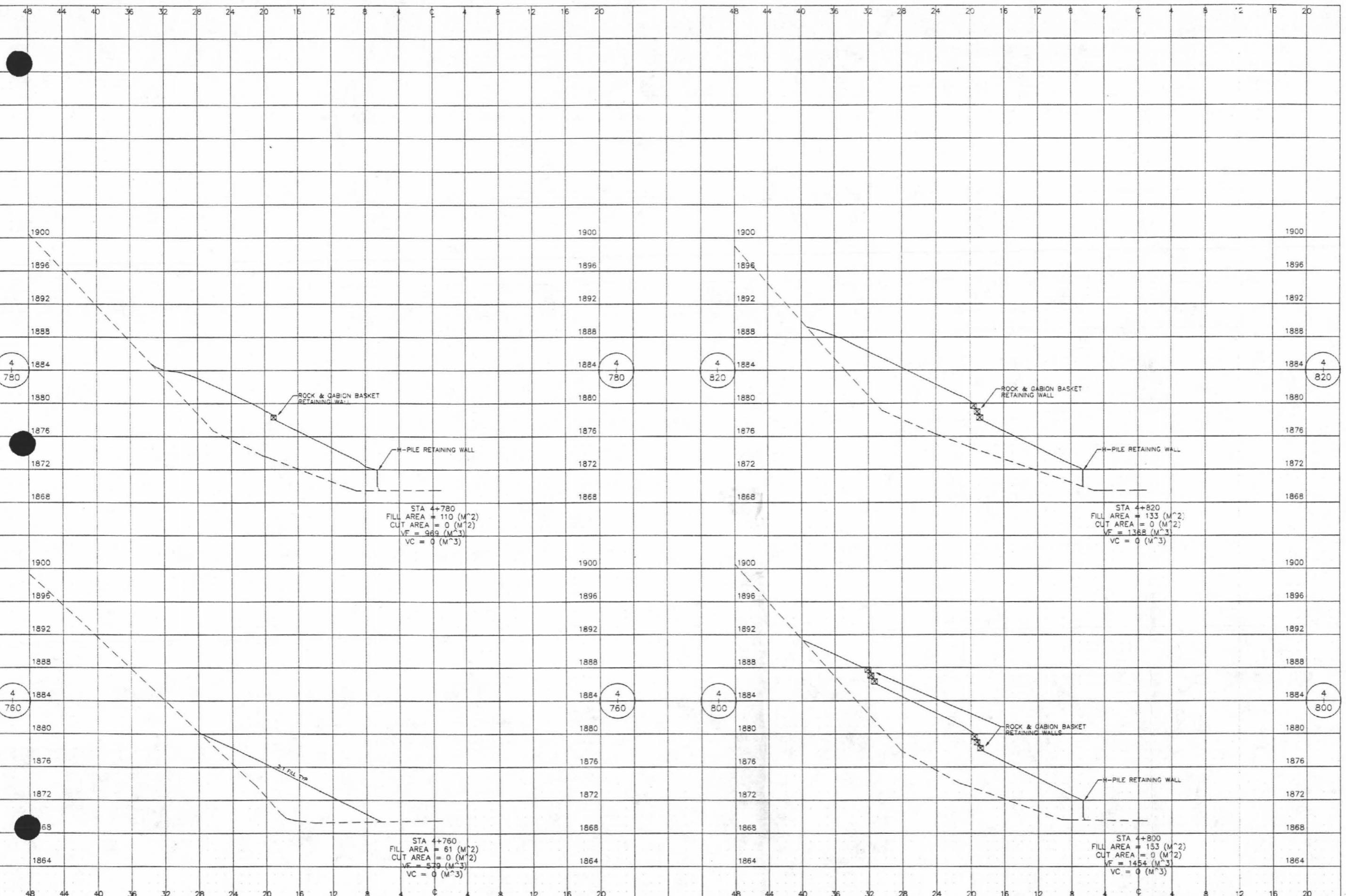
DRAWING NO.	11 OF 12	JOB TITLE	11/14/97	REV.
			SIMON PIT	NE
JOB NO.	95-022-2	CROSS SECTIONS	DRAWN	DD
			CHECKED	ALN
ENGINEERED	95-022-2	APPROVED	APPROVED	ALN
			ENGINEERED	NE



RECORD DRAWINGS

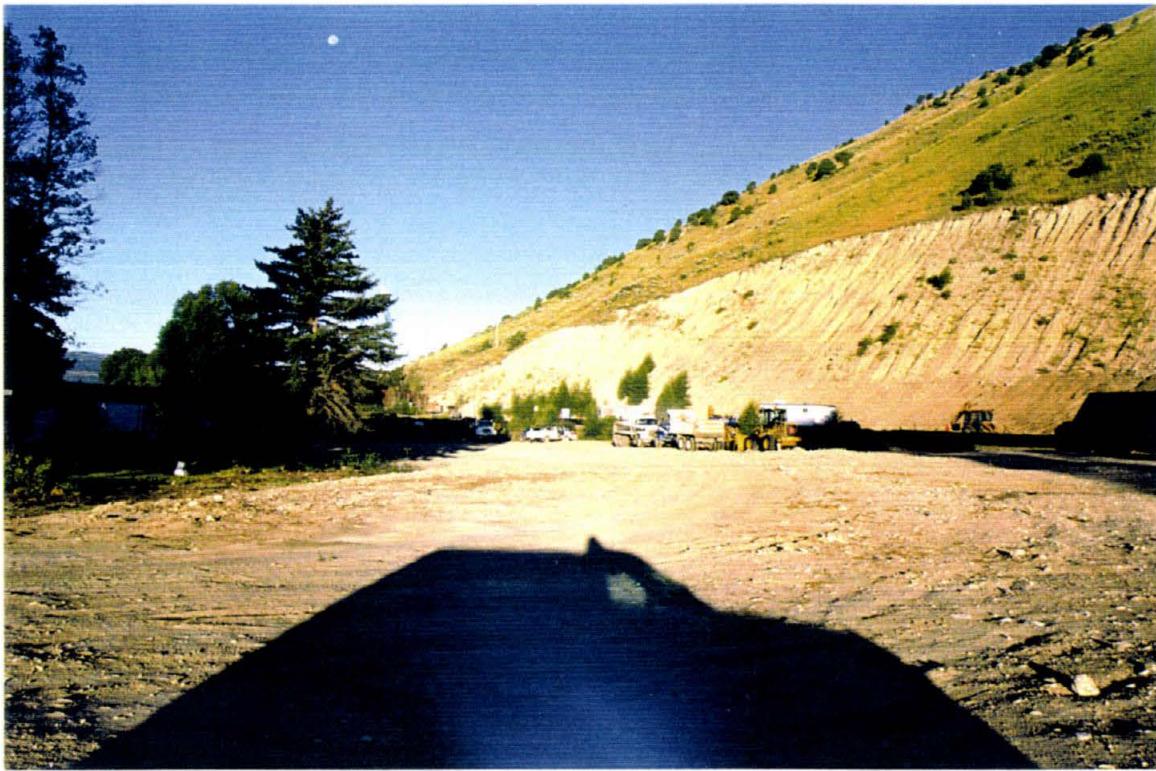
NEILSON
ENGINEERING, INC
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

DRAWING NO.	JOB TITLE	DRAWING TITLE	DATE	REV.
12 OF 12	SIMON PIT & SCHOOL PIT	SIMON PIT	11/14/97	NE
95-022-2	TETON COUNTY - JACKSON, WYOMING	CROSS SECTIONS		DD
	AML PROJECT No. 17A-3	SHEET 2 OF 2		CHECKED
				APPROVED
				ENGINEERED



APPENDIX E

PROJECT PHOTOS



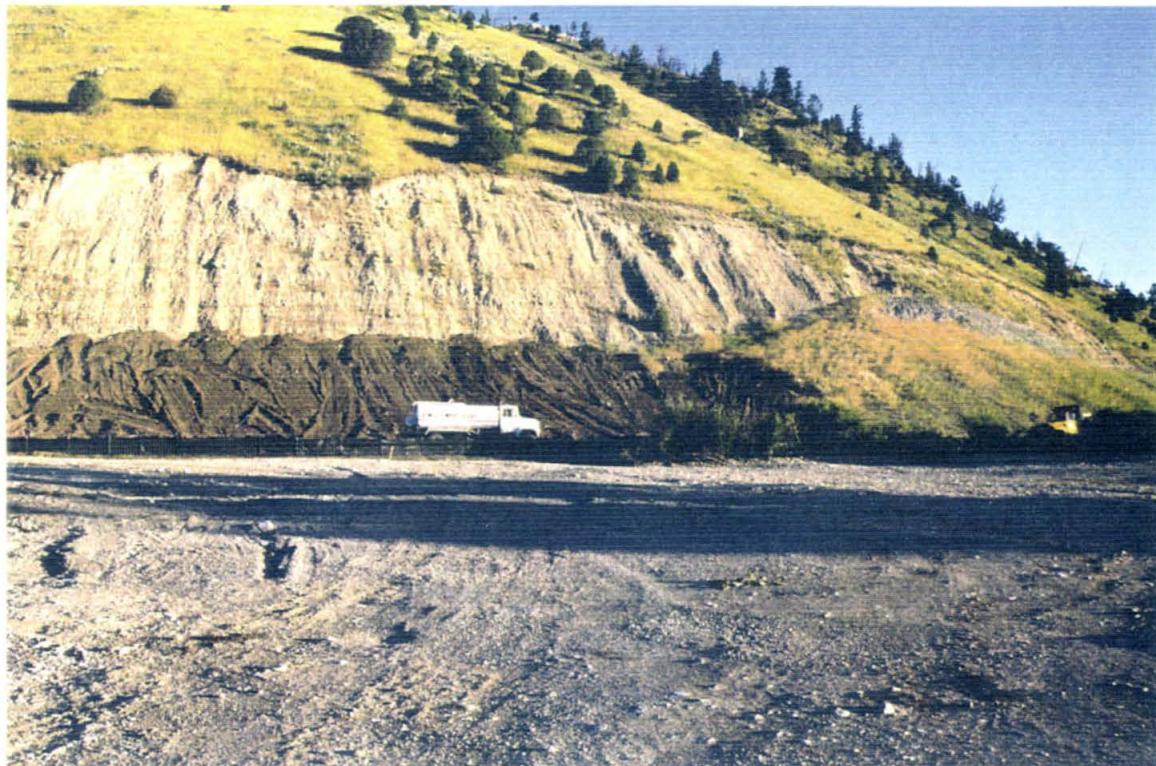
August 12, 1998: West end of Simon Pit



August 12, 1998: Center of Simon Pit, fill being placed



August 12, 1998: Northeast end of Simon Pit, fill placed in Fall 1997 evident



August 13, 1998: Center of Simon Pit, fill being placed



August 14, 1998: Simon Pit



September 2, 1998: Northeast corner of Simon Pit



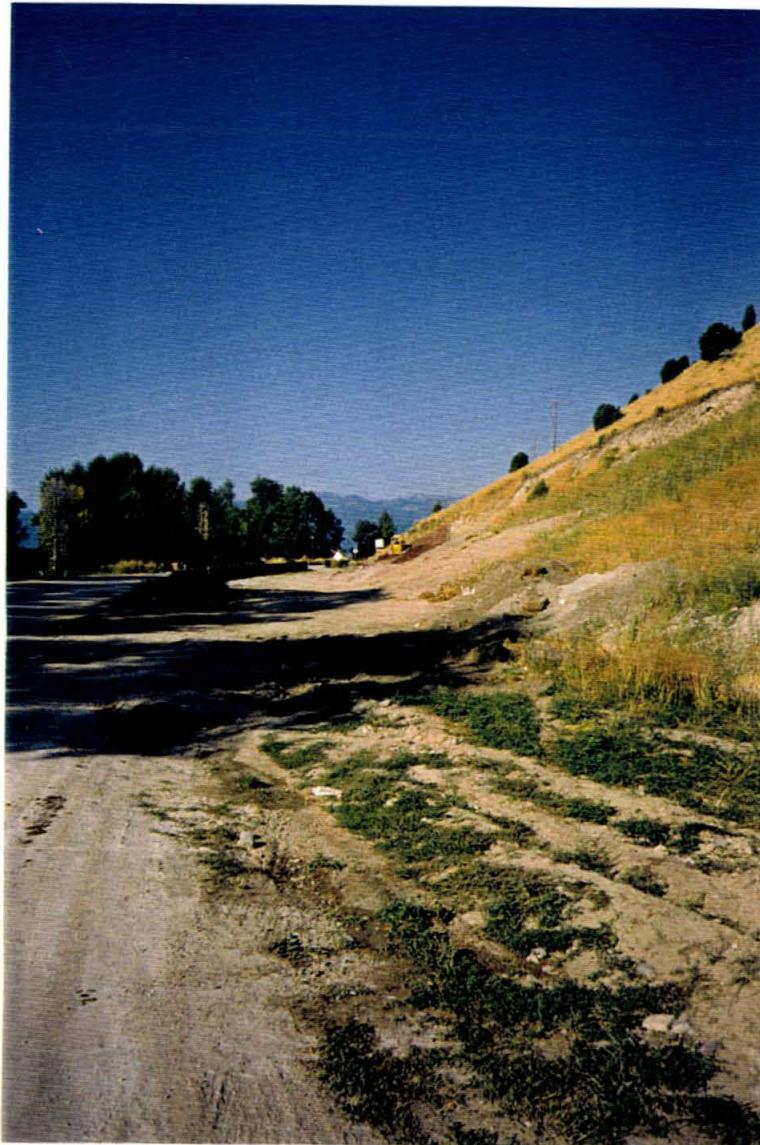
September 2, 1998: Simon Pit, collecting topographic data



September 3, 1998: Northeast corner of Simon Pit



September 12, 1998:
West end of School Pit
Silt fence in place,
Fill being placed



September 12, 1998:
East end of School Pit



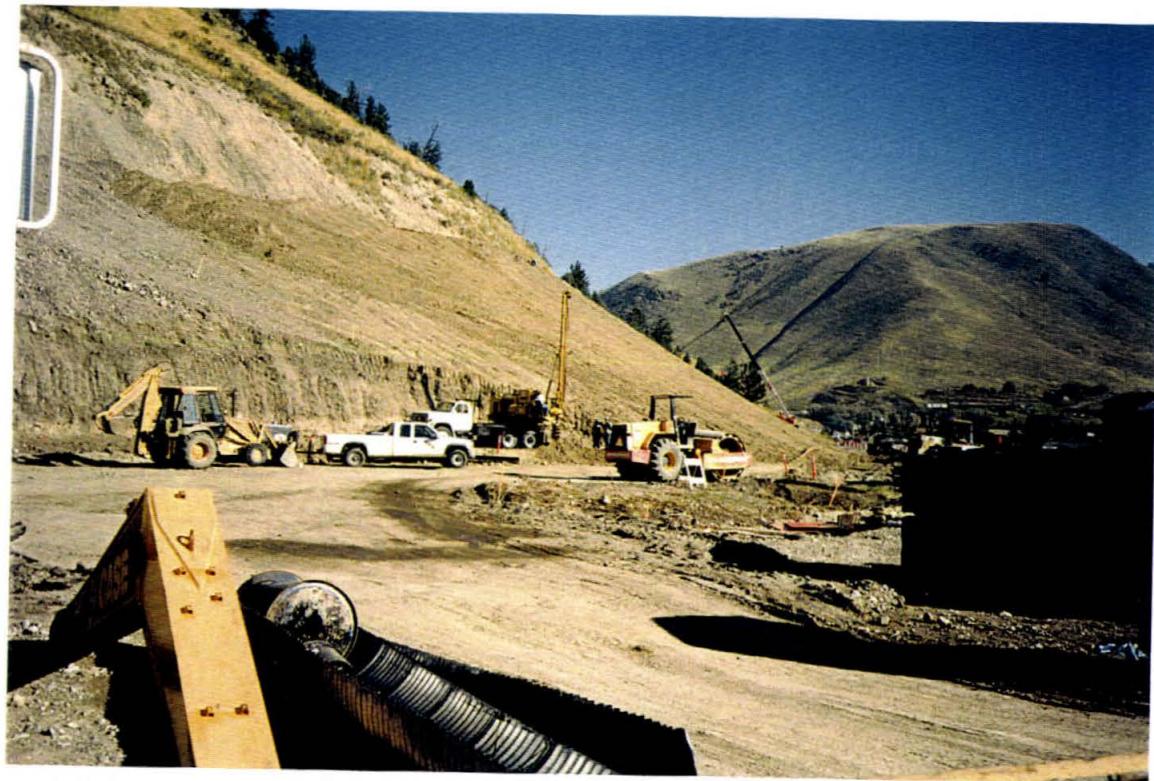
September 15, 1998: School Pit



September 15, 1998: School Pit, rebar used for SPLR retaining walls in foreground



September 17, 1998: Placing LEBS on northeast corner of Simon Pit



September 17, 1998: Drilling holes for H-pile retaining wall at Simon Pit



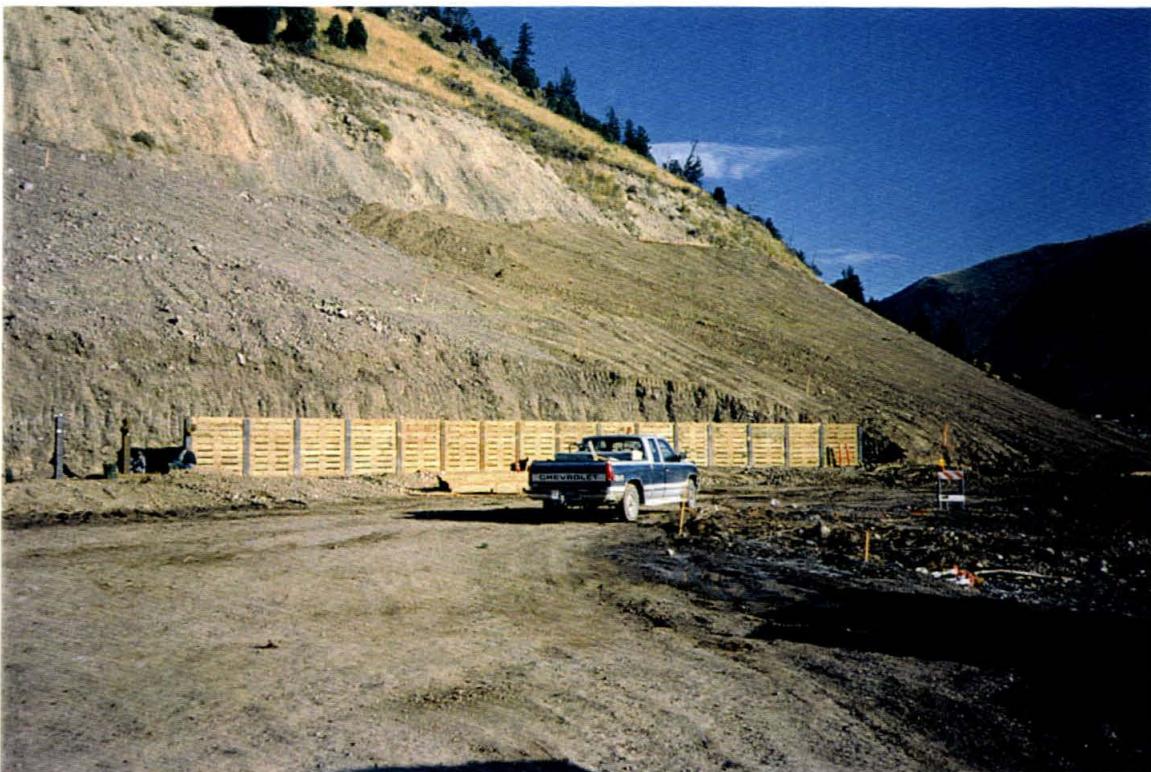
September 18, 1998:
Drilling holes for H-pile
Retaining walls
Simon Pit



September 24, 1998:
Constructing H-pile retaining



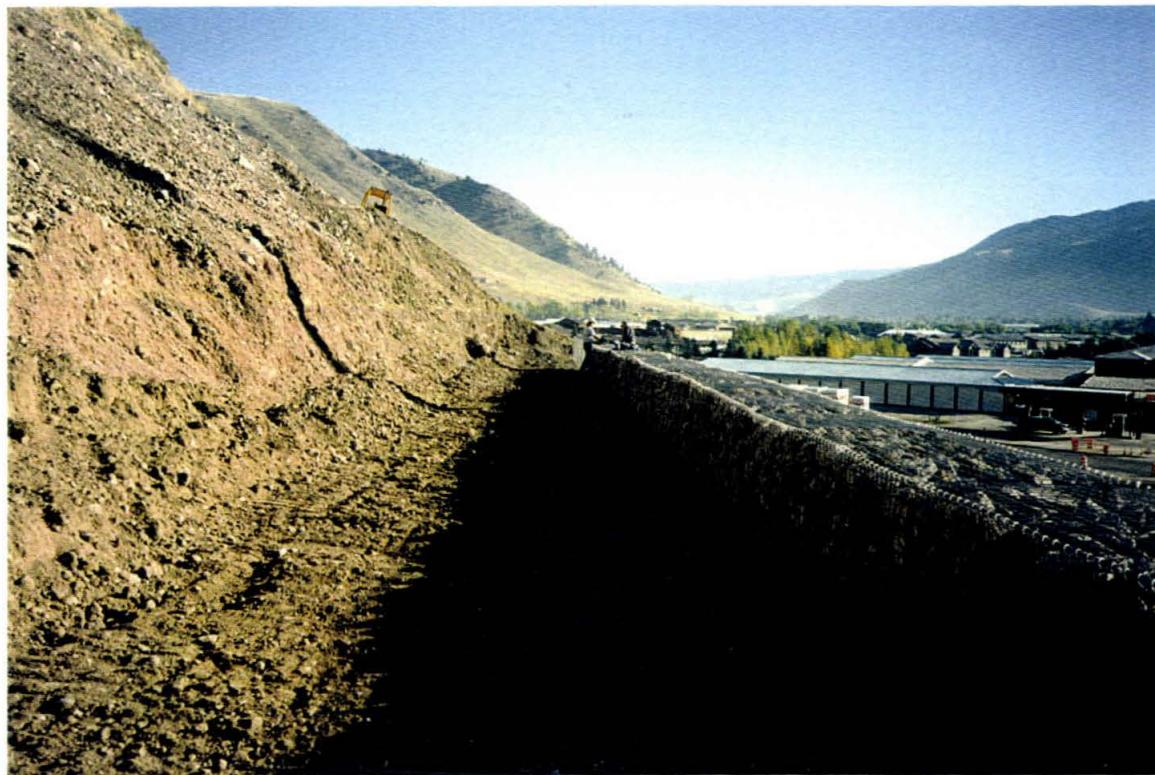
September 24, 1998: H-pile retaining wall at Simon Pit



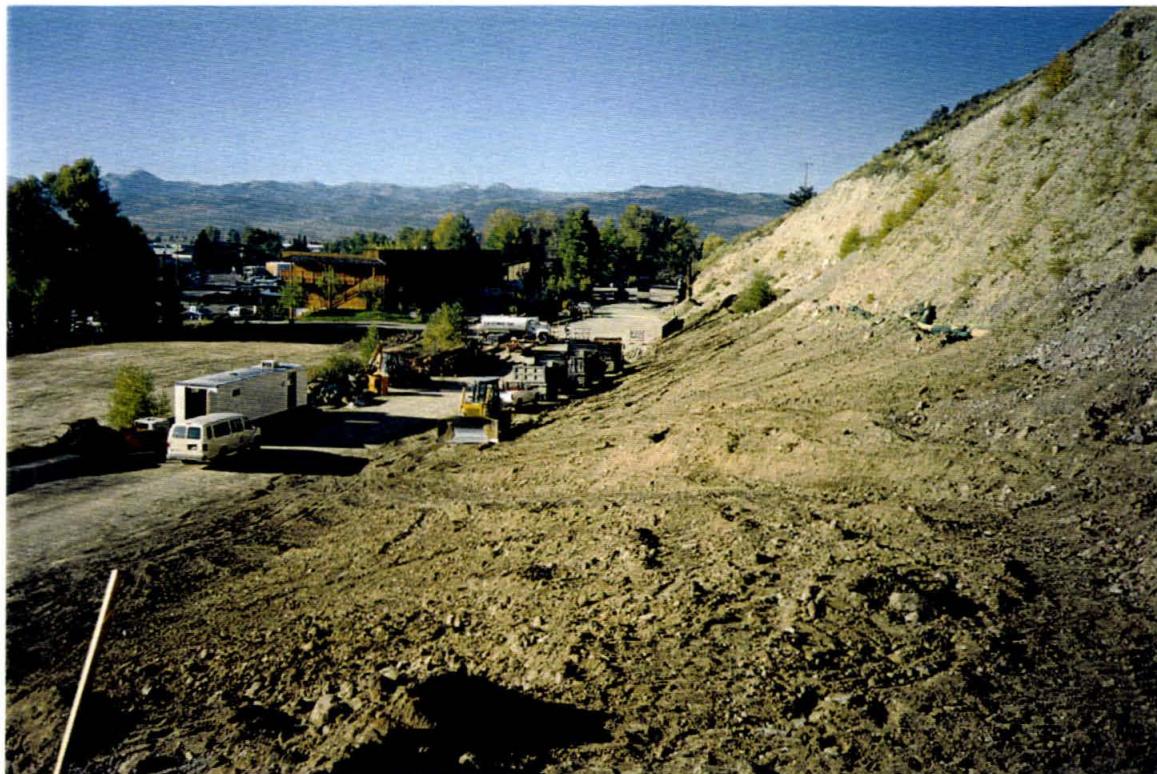
September 17, 1998: H-pile retaining wall & topsoil placement on the northeast corner of the Simon Pit



October 8, 1998: Placing erosion control fabric at the School Pit, LEBS in place



October 8, 1998: Gabion basket retaining walls at Simon Pit



October 8, 1998: Backfilling gabion baskets at Simon Pit



October 8, 1998: Filling gabion baskets with crane at Simon Pit



October 8, 1998: Filling gabion baskets at Simon Pit, SPLR curb and gutter in place



October 9, 1998: Erosion control fabric on northeast corner of Simon Pit



October 10, 1998: Placing erosion control fabric between retaining walls at Simon Pit



October 10, 1998: LEBS awaiting placement at Simon Pit



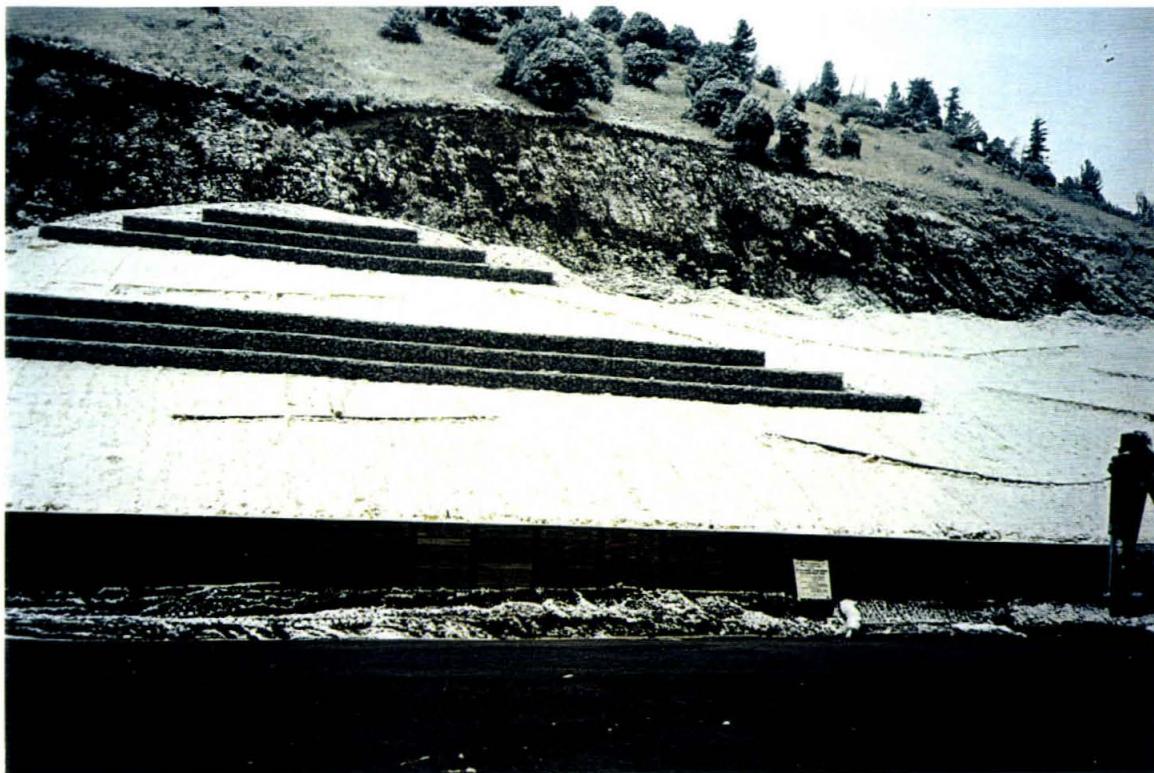
October 14, 1998: Filling gabion baskets on uppermost tier at Simon Pit



October 15, 1998: Northeast bench at Simon Pit without topsoil



October 16, 1998: Simon Pit close to completion



October 16, 1998: Simon Pit close to completion

CONSULTANTS

 y2consultants.com
307 733 2999

ALLEN PARCEL DUE DILIGENCE

SWAN CREEK, LLC
PT SE1/4 SW1/4, SEC 32
TETON COUNTY, WY

Text Title:

PRE-APPLICATION

<i>st Date:</i>	10/29/24
<i>sc.</i>	<i>Date</i>
DPE EXHIBIT	10.29.24

SLOPE ANALYSIS

C1.1

SITE SLOPE ANALYSIS OVERVIEW

A diagram showing a 24x36 sheet. A scale bar at the bottom left is labeled "1" = 100'". The sheet is divided into three 100' segments by vertical lines, with a central 0 mark. The entire sheet is labeled "200'". Below the sheet, the text "(24x36 SHEET)" is written.

PROJECT NOTES:

1. LIMITED SURVEY WAS COMPLETED AUGUST 2024; BOUNDARY AS IDENTIFIED ON MAP EXHIBIT.
2. TOPO SURVEY BY:
Y2 CONSULTANTS, LLC.
3. ADDITIONAL DATA SOURCES:
 - 3.1. SITE PLAN WAS PRODUCED USING TETON COUNTY GIS DATA INCLUDING 2022 AERIAL IMAGES AND PROPERTY BOUNDARIES.
 - 3.2. EASEMENTS WERE DRAWN ACCORDING TO TETON GIS DATA.
 - 3.3. ALL LOCATIONS ARE APPROXIMATE UNLESS OTHERWISE NOTED.

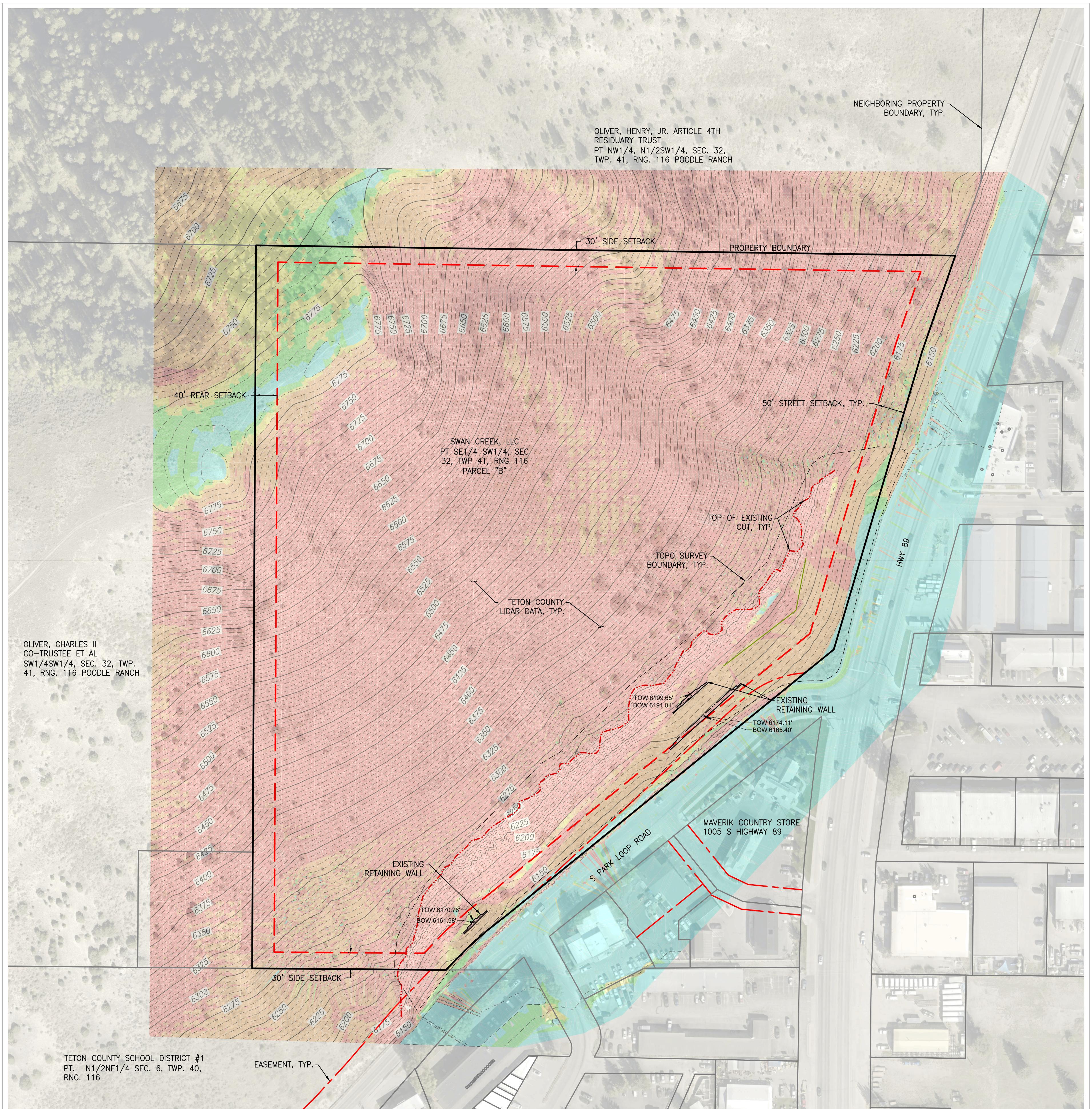
SUBJECT SITE INFORMATION:

PARCEL: 22-41-16-32-3-00-025
MAP NUMBER: T-30H
LOT: B
OWNER: SWAN CREEK, LLC
MAILING ADDRESS: PO BOX 159, AFTON, WY 83110-0159
LOCATION: PT SE1/4 SW1/4, SEC 32, TWP 41, RNG 116 PARCEL "B"
ACREAGE: 28.83
ZONING: R

PLAN ACCURACY DISCLAIMER

THIS SITE PLAN IS CONCEPTUAL ONLY AND BASED ON PUBLICLY AVAILABLE DATA AND OTHER DOCUMENTS REFERENCED WITH KNOWN INACCURACIES. THIS PLAN IS NOT TO BE UTILIZED FOR CONSTRUCTION OR PERMITTING PURPOSES. ALL MEASUREMENTS AND LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE.

SLOPE TABLE				
NUMBER	MIN. SLOPE	MAX. SLOPE	COLOR	AREA (3D SQ FT)
1	0%	15%		364071
2	15%	25%		64054
3	25%	35%		83574
4	35%	55%		382536
5	55%	18598%		1599375



LAST SAVED: 2/17/2025 8:56 AM BY: ADARSHAN PLOT BY: ADARSHAN NEUPANE
FILED: 2/17/2025 8:56 AM BY: ADARSHAN NEUPANE
CIVIL/ACADEMIC/2407821/2407821 Alien Slope Analysis, dwn

PROJECT NOTES:

- LIMITED SURVEY WAS COMPLETED AUGUST 2024; BOUNDARY AS IDENTIFIED ON MAP EXHIBIT.
- TOPO SURVEY BY: Y2 CONSULTANTS, LLC.
- ADDITIONAL DATA SOURCES:
 - SITE PLAN WAS PRODUCED USING TETON COUNTY GIS DATA INCLUDING 2022 AERIAL IMAGES AND PROPERTY BOUNDARIES.
 - EASEMENTS WERE DRAWN ACCORDING TO TETON GIS DATA.
 - ALL LOCATIONS ARE APPROXIMATE UNLESS OTHERWISE NOTED.

SUBJECT SITE INFORMATION:

PARCEL: 22-41-16-32-3-00-025
 MAP NUMBER: T-30H
 LOT: B
 OWNER: SWAN CREEK, LLC
 MAILING ADDRESS: PO BOX 159, AFTON, WY 83110-0159
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SLOPE TABLE				
NUMBER	MIN. SLOPE	MAX. SLOPE	COLOR	AREA (30 SQ FT)
1	0%	15%	■	364071
2	15%	25%	■	64054
3	25%	35%	■	83574
4	35%	55%	■	382536
5	55%	18598%	■	1599375

LEGEND

(E) - EXISTING (P) - PROPOSED

- MAJOR CONTOUR LINE
- MINOR CONTOUR LINE
- PROPERTY BOUNDARY
- NEIGHBORING PROPERTY BOUNDARY
- SETBACK LINE
- BUILDING ENVELOPE
- (E) TOP OF BANK

BUILDING ENVELOPE OVERVIEW

50' 0' 50' 100'
 1" = 50' (24x36 SHEET)

