

Public NOTICES

These pages include a variety of notices required by Town, County and State statutes and regulations. These notices include Meeting Agendas, proposed city and county ordinances, tax and budget information, Liquor Licenses, foreclosures, summonses and bid invitations.

APRIL 22nd, 2015

TETON COUNTY NOTICES Teton County Board of Commissioners

• MEETING NOTICES •

Teton County Board of Commissioners
Voucher Meeting Notice
200 S. Willow, Jackson, Wyoming
Monday, April 27, 2015, 9:00 a.m.
Meeting agenda available at: <http://www.tetonwyo.org/bcc/meeting/county-commissioners-voucher-meeting/5785/>
Meeting streaming is available from website.
Publish: 04/22/15

TETON COUNTY DIVISION OFFICES

• CONTINUED PUBLICATIONS •

INVITATION FOR BIDS:

Equipment List & Hourly Rates (E-15-M)
Teton County, Wyoming

Invitation for comprehensive Contractor's Equipment list, Hourly rate and any Fuel Surcharges applicable. Teton County is asking interested Contractors to provide a list of equipment, services and materials available, with a brief description, and hourly rate for each item. Please include complete mailing address, business email address, contact phone numbers, and name of business owner and/or manager. Contractors interested in registering their equipment, services and/or materials shall mail a copy of the above information to Teton County Road & Levee, P.O. Box 9575, Jackson, WY 83002, bring it to our office at 3190 South Adams Canyon Drive, Jackson, WY or submit by email to David Gustafson at dgustafson@tetonwyo.org. This equipment list and the hourly rates will be valid July 1, 2015 – June 30, 2016. The deadline for accepting qualified bids is 5:00 p.m. Friday May 29, 2015
Publish: 04/15, 04/22, 04/29/15

INVITATION FOR BIDS

TETON COUNTY SHERIFF'S OFFICE
2015 TCSO COMMUNICATIONS CENTER CONSOLE
REPLACEMENT PROJECT
TETON COUNTY, WYOMING

Invitation for Bids for the furnishing, delivery, assembly and installation of four ergonomic emergency communications workstations with cable management system, four drawer pedestals and 16 Personal Storage Lockers for the 2015 TCSO Communications Center Console Replacement Project.

Notice is hereby given that Teton County Sheriff's Office (Owner) will receive sealed bids prior to 2:00 PM MDT on April 24, 2015 at the Teton County Sheriff's Office, 180 S. King St., Jackson, Wyoming for the furnishing, delivery, assembly and installation of the four ergonomic emergency communications workstations with cable management system, four drawer pedestals and 16 personal storage lockers. The Contract Documents are available electronically. Contact Terri Sherman at tsherman@tetonsheriff.org or 307.732.8303 or 307.733.2331 to request a set of the documents.

No bids will be opened unless sealed and filed with the Teton County Sheriff's Office and accompanied by a money order, certified check, or bid bond payable to the Owner for 10% of the bid amount (to be forfeited as liquidated damages in the event that the bidder fails to enter promptly into a written agreement contract and furnish the required documents).

The successful bidder shall provide a 100% Performance Bond.

In accordance with Wyoming Statutes, a five percent (5%) bid preference will apply to bids from Wyoming Resident Contractors.

The Owner reserves the right to reject any or all proposals and to waive informalities and irregularities in proposals.

END OF INVITATION
Publish: 04/08, 04/15, 04/22/15

INVITATION FOR BIDS
FISH CREEK ROAD BOX CULVERT REPLACEMENT
PROJECT
PROJECT NO. 7-15-M
TETON COUNTY, WYOMING

Invitation for Bids for replacement of three (3) existing concrete and steel box culvert structures with two (2) new precast box culvert structures and one (1) new corrugated steel pipe culvert at three (3) locations on Fish Creek Road in Teton County, Wyoming.

Notice is hereby given that Teton County, Wyoming, hereinafter referred to as the "Owner", will be accepting sealed Bids for a general contract for construction of the Fish Creek Road Box Culvert Replacement Project. Sealed Bids will be received at the office of the Teton County Road & Levee Department, 3190 South Adams Canyon Road in Jackson, Wyoming, until 10:00 AM MDT on Wednesday, April 29, 2015, at which time the Bids received will be publicly opened and read aloud. The Project consists of demolition of three (3) existing concrete and steel deck plate box structures, asphalt pavement and other related obstructions and the installation of two (2) precast box culvert with wing wall structures, one (1) 18-inch corrugated steel pipe culvert with flared end sections, corrugated beam guardrail with end anchorages, riprap, crushed gravel base, asphalt pavement, topsoil and miscellaneous grading. Any bids received later than the time specified will be rejected and returned unopened to the bidder.

Prospective Bidders may obtain one (1) set of the Contract Documents (includes one (1) set of plans and one (1) Project Manual) from the office of the Teton County Road & Levee Department, 3190 South Adams Canyon Road in Jackson, Wyoming. No deposit will be required. Questions regarding obtaining a set of the Contract Documents shall be directed to David Gustafson at 307.732.8586.

All bids must be accompanied by a money order, certified check, or bid bond payable to the Owner for 10% of the bid amount. The successful bidder shall provide a 100% performance and payment bond.

In accordance with Wyoming Statutes, a five percent (5%) bid preference will apply to bids from Wyoming Resident Contractors and all bidders shall comply with the "Preference for State Laborers / Wyoming Preference Act of 1971".

A pre-bid meeting will be held at 10:00 AM MDT on Thursday, April 23, 2015 and will begin at the FC1 - Phillips Canyon Box Culvert site on Fish Creek Road. Attendance at the pre-bid meeting is highly encouraged but is not mandatory.

The Owner reserves the right to reject any or all proposals and to waive informalities and irregularities in proposals.

END OF INVITATION
Publish: 04/08, 04/15, 04/22/15

TOWN OF JACKSON NOTICES

• OFFICIAL PROCEEDINGS •

TOWN COUNCIL PROCEEDINGS
APRIL 13, 2015 JACKSON, WYOMING

The Jackson Town Council met in special session in the Council Chambers of the Town Hall at 150 East Pearl at 6:00 P.M. Upon roll call the following were found to be present:

MAYOR: Sara Flitner

COUNCIL: Jim Stanford, Hailey Morton Levinson, and Bob Lenz. Don Frank was absent.

STAFF: Bob McLaurin, Audrey Cohen-Davis, Roxanne DeVries Robinson, Larry Pardee, Lea Colasuonno, Steve Haines, Cole Nethercott, Carl Pelletier, Kent Meredith, Sam Jewison, and Tyler Sinclair

Mayor Flitner read the Proclamation Declaring National Public Safety Telecommunicators Week. Terri Sherman made public comment.

Public Comment. Dick Stout, representing the Jackson Hole Odd Fellows, made public comment requesting a monument on Town Square in honor of the Odd Fellows. Bob McLaurin made staff comment.

Consent Calendar. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve the consent calendar as presented with the exception of item Q listed on the agenda. The consent calendar included items 1-17 below with the following motions:

1. To approve the minutes of the March 12, 2015 Special, March 16, 2015 Workshop, March 16, 2015 Regular Evening, March 19, 2015 Special, March 23, 2015 Special, March 26, 2015 Special (5:00 P.M.), March 26, 2015 Special (6:00 P.M.), and March 31, 2015 Special Town Council meetings as presented.

2. To approve the disbursements as presented.
Jackson Curbside \$705.00, Carquest \$260.38, Cash \$70.27, Safety Supply \$401.49, Advanced Industrial Supply \$2484.17, Star Tribune \$957.20, Jackson Hole Chamber \$17.00, Ace Hardware \$974.33, Curran-Seeley \$7500.00, Delcon \$266.00, Demco \$42.97, Jackson Hole Historical Society \$1875.00, Thyssen Krupp \$260.90, A-Core of Idaho \$475.00, Evans Construction \$10139.43, Airgas Intermountain \$27.45, Hach Chemical \$424.07, High Country Linen \$3583.33, Tom Patterson \$100.00, Environmental Resource \$403.06, Interstate Battery \$722.65, Jackson Lumber \$59.01, Jackson Hole News & Guide \$7478.20, Jorgensen Associates \$238085.25, Jackson Signs \$352.00, LVPL \$29034.90, KMTN \$560.00, Nelson Engineering \$8388.18, St John's Hospital \$583.00, Steam Store Rocky Mountain \$228.58, Napa \$1573.35, Prazma \$6198.56, Antler Motel \$46.00, Shawn O'Malley \$1092.62, Wyoming Law Enforcement

\$1822.08, Ace Equipment \$1745.62, Animal Care Clinic \$401.36, Greenwood Mapping \$540.00, Electrical Wholesale \$984.05, Wam \$62.88, Quick Brown Fox \$135.00, Centurylink \$1867.09, Westbank Sanitation \$1001.74, Cummins Rocky Mountain \$3426.40, USA Blue Book \$308.48, Jackson Whole Grocer \$52.02, Metroquip \$1131.11, Galls \$65.83, Sunrise Environmental \$355.10, Energy Laboratories \$902.50, Alan's Welding \$120.80, Motorola \$792.00, Teton County Sanitary Landfill \$104.30, Teton County Clerk \$9.00, One Call of Wyoming \$68.25, Spring Creek Animal Hospital \$1603.61, Civil Air Patrol \$500.00, Blue Spruce Cleaners \$229.01, Grainger \$355.70, Western States \$525.16, HD Supply \$817.74, AT&T \$623.23, Rafter J \$146.43, Intermountain Electric \$138.50, Verizon Wireless \$119.80, West Group Publishing \$762.50, Setina \$896.18, Division of Victim Services \$550.00, Great Northern Coffee \$212.50, Wyoming Mechanical \$941.59, Amerigas \$1584.91, Kenworth \$881.56, Benefit Administrators \$18.00, Overhead Door Corporation \$13192.60, Luminator Holdings \$1405.97, Planet Jackson Hole \$321.00, Safety Kleen \$269.24, WY Department of Public Health \$240.00, Colorado/West \$2756.09, Yellow Iron Excavation \$670.00, LDA Inc \$87.51, Allen Best \$25.00, Chief \$375.00, Dawn Sheue \$750.00, Hansen Oil \$70246.98, WY Conference of Muni Courts \$100.00, Ferguson Enterprises \$583.64, Staples \$129.82, Mike's Heating \$90.00, James Bristol \$219.00, ER Office Express \$581.29, Visa \$4422.78, Bison Lumber \$445.33, Cynthia Riedel \$76.66, Johnny Ziem \$158.00, UPS \$30.16, Exposure Signs \$263.75, Advanced Glass & Trim \$235.00, Falls Cabinet \$75.00, Johnson Roberts & Associates \$34.00, Tracey Trefren \$26.46, Fish Creek Vet \$143.51, Home Health for Pets \$309.00, Firewise Landscapes \$8827.81, Miller Sanitation \$1768.80, Stinky Prints \$230.44, Sweetwater Restaurant \$50.00, Wheeler Electric \$412.60, Idaho Falls Peterbilt \$859.99, Bradley Engineering \$1981.00, Respond First Aid \$140.12, Gillig \$1089.86, American Diversity Business Solutions \$2095.50, Colt Morehead Snap On \$10.00, Fire Services of Idaho \$35.00, Holland & Hart \$291.00, Mailfinance \$463.47, Office of State Lands \$9409.86, Long Building Technology \$997.50, Michael Palazzolo \$139.00, Silver Creek Supply \$685.32, Porter's Office \$121.8, Rammell Refrigeration \$320.00, Chris Schaefer \$525.00, C&A Professional Cleaning \$7560.00, Class C Solutions \$495.17, Rendezvous Pages \$420.00, Jim Corsi \$16.25, Martha Mason \$50.00, Schow's Truck Center \$485.74, Fleetpride \$997.02, Evco House of Hose \$83.01, Global Equipment company \$735.44, Double H Bar \$25.00, Big R Ranch \$396.69, Brian Schmidt \$100.00, Hailey Levinson \$530.66, Control Systems Technology \$1352.50, Wyoming Assoc of R \$375.00, Melissa Thomasma \$14.49, Ingram Micro \$178.45, Gilday Architects \$476.25, Custom Electronic \$11501.28, GM Sheetmetal \$189.19, Old Castle Precast \$870.00, Trefonas Law \$91.00, Nataly Espinoza \$248.50, Cornforth Associates \$2848.20, Marquina Francisca \$75.00, Scott Schmillen \$997.50, Rain of Rent \$350.56, Coca Cola \$30.25, Enterprise Rent a Car \$3120.88, Dan Jones \$244.98, Routematch \$34416.00, Mountain West Electric \$185625.00, Partsmaster \$87.83, David Anderson \$42.00, Gabriel Madrid \$2112.60, Jackson Hole Snowdevils \$1200.00, Szabolcs Villanueva \$1000.00, Mountain West Electric \$15730.79, JG Home Improvements \$731.25, Department of Family Services \$20.00, Maximillian Bartman \$1000.00, Chargepoint \$118.13, Jerry Holten \$370.00, Melissa Mattson \$500.00, Scott Steen \$500.00, Galen Parke \$500.00, Lisa Potzernitz \$134.48, Timer Ridge Academy \$7474.00, John Faico \$925.59, Linda Cushman \$970.20, City of Victor \$500.00, Mobile Wireless \$9999.00, Salt City Sales \$147.24, Isaac Faust Jr \$100.00

3. To approve the request by the Muromcew Residences to become a new water and sewer system customer and provide wastewater treatment services.

4. To approve and award Bid #15-18 to Teton Motors in the amount of \$23,934.21 for the Chevy Colorado pickup and to approve the additional cost which includes a utility cargo box and installation labor at \$8,894.00, making the total approved cost \$32,934.21.

5. To approve of the construction contract with Gizmo Art Production, Inc. of San Francisco, CA in the amount of \$60,488.00, and upon legal approval authorize the Mayor to execute all necessary contract agreements.

6. To declare the Town of Jackson's George Washington Park northwest corner elk antler arch as surplus municipal property with a value of \$500 or greater, and to auction off the existing northwest arch per Wyoming Statute 15-1-112: Manner of disposing of municipal property.

7. To approve the special event application and malt beverage permit made by the Chamber of Commerce for the 2015 Old Ways Days, subject to the conditions and restrictions listed in the staff report.

8. To approve the special event application from Energy Conservation Works for the Eco Fair, subject to the conditions and restrictions listed in the staff report.

9. To approve the special event application made by the Teton County/Jackson Parks & Recreation Department for the Cache Creek Mountain Bike Race, subject to the conditions and restrictions listed in the staff report.

10. To approve the request made by Flat Creek BBQ LLC d/b/a Bubba's to change the location of its dispensing room as described in the staff report, subject to the conditions listed in the staff report.

11. To approve and authorize the Mayor to sign the Cooperative Agreement with the Department of Environmental Quality (DEQ) in association with a DEQ grant to fund a portion of the cost to purchase a new Gillig bus.

• Public Notices •

12. To approve the recommendation of the Energy Conservation Works Joint Powers Board and authorize payment from the 2010 SPET Energy Efficiency Fund in an amount not to exceed \$10,000 for professional services to conduct an energy evaluation of the Snow King Sports and Events Center.

13. To approve the temporary banner in conjunction with Cathedral Voices, subject to three (3) conditions of approval listed in the staff report.

14. To approve the temporary banner in conjunction with the Fireman's Ball, subject to three (3) conditions of approval listed in the staff report.

15. To approve the temporary banner in conjunction with the Home Show, subject to three (3) conditions of approval listed in the staff report.

16. To approve the temporary banner in conjunction with the JH Juggernauts, subject to three (3) conditions of approval listed in the staff report.

17. To approve and authorize the Mayor to sign the Wyoming Arts Council/ Community Arts Partners Grant Application for the North Cache Street Public Art Gateway letter of support. There was no public comment. Mayor Flitner called for the vote on the motion to approve the consent calendar. The vote showed all in favor. The motion carried.

Special Event: Ultimate Towner. Marshall White made public comment regarding this item. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve the special event application made by Grand Dynamics International for the Ultimate Towner Special Event, subject to the conditions and restrictions listed in the staff report. Mayor Flitner called for the vote. The vote showed all in favor. The motion carried.

Special Event: Plein Air for the Park Artist Demo on Town Square. Carl Pelletier made staff comment regarding this item. Jan Lynch, representing Grand Teton Association, made public comment. A motion was made by Hailey Morton Levinson and seconded by Bob Lenz to approve the use of the Town Square for the Plein Air for the Park Artist Demo on Tuesday, July 14, 2015. Mayor Flitner called for the vote. The vote showed all in favor. The motion carried.

Special Event: Torah Procession. Carl Pelletier and Cole Nethercott made staff comment regarding this item. There was no public comment. A motion was made by Bob Lenz and seconded by Hailey Morton Levinson to approve the application from Chabad Lubavitch of Wyoming to host the Torah Processional on Sunday, August 9, 2015, subject to the conditions and restrictions listed in the staff report, and the closure will be of Center Street instead of Cache. Mayor Flitner called for the vote. The vote showed all in favor. The motion carried. Demolition Permit Application B15-0070 – Request for Stay of Demo Permit. Steve Haines made staff comment regarding this item. There was no public comment. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to grant a 90 day stay on the issuance of Demolition Permit Application #B15-0070. Mayor Flitner called for the vote. The vote showed all in favor. The motion carried.

Resolution 15-07- A Resolution Authorizing the Submission of an Application to the Community Foundation of Jackson Hole's Old Bill's Fun Run 2014 from Victim Services. Roxanne DeVries Robinson made staff comment regarding this item. There was no public comment. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to approve Resolution 15-07.

Authorizing Submission of an Application

To The Community Foundation of Jackson Hole's Old Bill's Fun Run 2015

For Jackson- Teton County Victim Services

WHEREAS, the Jackson Town Council recognizes the need for public support for Jackson- Teton County Victim Services; and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for Jackson- Teton County Victim Services to participate in the Foundation's programs, and to the best of our knowledge, this application meets those criteria;

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by Jackson- Teton County Victim Services in Old Bill's Fun Run 2015.

BE IT FURTHER RESOLVED, that Tracey Trefren is hereby designated as the authorized representative of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application. Mayor Flitner called for the vote. The vote showed all in favor. The motion carried.

Resolution 15-08- A Resolution Authorizing the Submission of an Application to the Community Foundation of Jackson Hole's Old Bill's Fun Run 2014 from START. Roxanne DeVries Robinson made staff comment regarding this item. There was no public comment. A motion was made by Hailey Morton Levinson and seconded by Bob Lenz to approve Resolution 15-08.

Authorizing Submission of an Application

To The Community Foundation of Jackson Hole's Old Bill's Fun Run 2015

For Southern Teton Area Rapid Transit (START)

WHEREAS, the Jackson Town Council recognizes the need for public support for START; and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for START to participate in the Foundation's programs, and to the best of our knowledge, this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by Southern Teton Area Rapid Transit (START) in Old Bill's Fun Run 2015.

BE IT FURTHER RESOLVED, that Janice Sowder is hereby designated as the authorized representative of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application. Mayor Flitner called for the vote. The vote showed all in favor. The motion carried.

Resolution 15-09- A Resolution Authorizing the Submission of an Application to the Community Foundation of Jackson Hole's Old Bill's Fun Run 2014 from the Teton County. Roxanne DeVries Robinson made staff comment regarding this item. There was no public comment. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to approve Resolution 15-09.

Authorizing Submission of an Application

To The Community Foundation of Jackson Hole's Old Bill's

Fun Run 2015

For the Jackson - Teton County Animal Shelter

WHEREAS, the Jackson Town Council recognizes the need for public support for the Jackson - Teton County Animal Shelter; and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for the Jackson - Teton County Animal Shelter to participate in the Foundation's programs, and to the best of our knowledge, this application meets those criteria;

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by the Jackson - Teton County Animal Shelter in Old Bill's Fun Run 2015.

BE IT FURTHER RESOLVED, that Janelle Holden is hereby designated as the authorized representative of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application. Mayor Flitner called for the vote. The vote showed all in favor. The motion carried.

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

ORDINANCE D

AN ORDINANCE AMENDING AND REENACTING SECTION 2.3.4.E.1 OF THE LAND DEVELOPMENT REGULATIONS, ORDINANCE 1074 OF THE TOWN OF JACKSON, REGARDING HEIGHT OF URBAN RESIDENTIAL PLANNED UNIT DEVELOPMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

There was no public comment. A motion was made by Bob Lenz and seconded by Hailey Morton Levinson to approve Ordinance D on third and final reading and to designate it Ordinance 1084. Mayor Flitner called for the vote. The vote showed Flitner, Lenz, and Morton Levinson in favor with Stanford opposed. The motion carried.

ORDINANCE E

AN ORDINANCE AMENDING AND REENACTING SECTION 4.4.2.G.4 OF THE LAND DEVELOPMENT REGULATIONS, ORDINANCE 1074 OF THE TOWN OF JACKSON, REGARDING HEIGHT OF STRUCTURES IN PLANNED UNIT DEVELOPMENT-TOWN OF JACKSON, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

There was no public comment. A motion was made by Hailey Morton Levinson and seconded by Bob Lenz to approve Ordinance E on third and final reading and to designate it Ordinance 1085. Mayor Flitner called for the vote. The vote showed Flitner, Lenz, and Morton Levinson in favor with Stanford opposed. The motion carried.

ORDINANCE J

AN ORDINANCE GRANTING JACKSON CURBSIDE, INC., A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF RECYCLABLE REFUSE AND COMPOSTABLE MATERIALS FOR THE PURPOSE OF REDUCING IMPACTS ON WASTE HAULING AND LANDFILL OPERATIONS AND SUPPORTING RECYCLING EFFORTS; PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION, DULY ASSEMBLED, THAT:

There was no public comment. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to approve Ordinance J on third and final reading and to designate it Ordinance 1086. Mayor Flitner called for the vote. The vote showed all in favor. The motion carried.

ORDINANCE K

AN ORDINANCE OF THE TOWN OF JACKSON, WYOMING, GRANTING A FRANCHISE TO BRESNAN COMMUNICATIONS, LLC, FOR THE CONSTRUCTION AND OPERATION OF A CABLE SYSTEM AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED, THAT:

Eric Rasmussen, representing Charter, made public comment. A motion was made by Hailey Morton Levinson and seconded by Bob Lenz to approve Ordinance K on second reading. Mayor Flitner called for the vote. The vote showed all in favor. The motion carried.

ORDINANCE L

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF ORDINANCE NOS. 1045, 610, AND 251, SECTION 11 OF ORDINANCE NO. 880, SECTION 30 OF ORDINANCE 131 AND SECTION 10.04.300 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING PARKING DURING WINTER MAINTENANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED, THAT:

Roxanne DeVries Robinson, Bob McLaurin, Cole Nethercott, and Larry Pardee made staff comment regarding this item. There was no public comment. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve Ordinance L on first reading with the amendment that the Town Manager may alter the end date after consultation with the Public Works Director and Chief of Police. Mayor Flitner called for the vote. The vote showed Flitner, Stanford, and Morton Levinson in favor with Lenz opposed. The motion carried.

ORDINANCE M

AN ORDINANCE AMENDING THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE THE CURRENT ZONING DESIGNATION OF 10+/- ACRES OF LAND ADDRESSED AS 45 ROSECRANS AND CURRENTLY ZONED RURAL (R) TO URBAN RESIDENTIAL (UR); AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

Paul Anthony made staff comment regarding this item.

There was no public comment. A motion was made by Hailey Morton Levinson and seconded by Bob Lenz to approve Ordinance M on first reading to amend the Town of Jackson Official Zoning District Map to rezone 10+/- acres of the United States Forest Service site at 45 Rosecrans from the Rural (R) Zone to the Urban Residential (UR) Zone. Mayor Flitner called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. Mayor Flitner appointed John Freschette and Sam Ankeny to the Public Art Task Force for three year terms expiring April 30, 2018. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve of the appointments of John Frechette and Sam Ankeny to the Public Art Task Force for three year terms expiring April 30, 2018. Mayor Flitner called for the vote. The vote showed all in favor. The motion carried. Mayor Flitner reported on the extended deadline for open positions on the Energy Conservation Works and Travel and Tourism Boards. Jim Stanford reported on Parks and Recreation activities.

Matters from the Town Manager. Tyler Sinclair made staff comment regarding setting a date for a Community Streets Discussion. There was a general consensus to add this item to the May 18, 2015 workshop agenda. Bob McLaurin made staff comment regarding turning the tree stump in front of Town Hall into a carving and coordinating the related project concept Carrie Geraci. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to accept the Town Manager's Report. The Town Manager's Report contained information on Yellowbook information, Police Department fuel numbers, and setting a date for a Community Streets Discussion. Mayor Flitner called for a vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Hailey Morton Levinson and seconded by Bob Lenz to adjourn the meeting. Mayor Flitner called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 7:16 P.M.

Publish: 04/22/15

• ORDINANCES •

ORDINANCE K

AN ORDINANCE OF THE TOWN OF JACKSON, WYOMING, GRANTING A FRANCHISE TO BRESNAN COMMUNICATIONS, LLC, FOR THE CONSTRUCTION AND OPERATION OF A CABLE SYSTEM AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED, THAT:

SECTION I.

WHEREAS, the Town Council, having determined that Bresnan Communications, LLC, locally known as Charter Communications ("Grantee") is willing to provide the services, facilities, and equipment necessary to meet the future cable-related needs and interests of the Town of Jackson, Wyoming ("Town"), and is willing to be bound by conditions of applicable law, and by binding agreement to serve the public interest, does hereby ordain as follows:

FINDINGS

In the review of the request for renewal by Grantee and negotiations related thereto, and as a result of a public hearing, the Town makes the following findings:

1. Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
2. Grantee's plans for operating the Cable System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
3. The Franchise granted to Grantee by the Town complies with the existing applicable State statutes, federal laws and regulations;
4. Grantee has substantially complied with the material terms of the current Franchise under applicable laws; and
5. The Franchise granted to Grantee is nonexclusive.

SECTION 1.

Definition of Terms

1.1. Terms. For the purpose of this Franchise, the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. Terms not defined herein shall have the same meaning as in the Cable Act.

A. "Affiliate" when used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

B. "Basic Cable Service" or "Basic Service" is the lowest priced tier of service that includes the retransmission of local broadcast television signals.

C. "Cable Act" collectively means the Cable Communications Policy Act of 1984 and the Cable Television Consumer Protection and Competition Act of 1992, as amended by the Telecommunications Act of 1996, and as it may be further amended from time to time.

D. "Cable Operator" means "Any Person or groups of Persons, including Grantee, who provide(s) Cable Service over a Cable System and directly or through one or more Affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System."

E. "Cable System" shall have the same meaning as the term cable system in the Cable Act, except that when used in reference to Grantee, it means Grantee's cable system or any part thereof.

F. "Cable Service" or "Cable Services" shall be defined herein as it is defined under Section 602 of the Cable Act, 47 U.S.C. § 522(6), as amended.

G. "Construct, Maintain and Operate" and similar formulations shall be interpreted broadly and shall include, but not be limited to, the construction, removal, relocation, repair, maintenance and upgrade of the Grantee's Cable System, including facilities and equipment on customer premises.

H. "FCC" means Federal Communications Commission, or successor governmental entity.

I. "Franchise" means the authorization to construct and operate a Cable System to provide Cable Service granted by this ordinance.

J. "Grantee" means Bresnan Communications, LLC, or its lawful successor, transferee or assignee.

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K. "Gross Revenues" means any and all revenue as determined in accordance with generally accepted accounting principles ("GAAP"), in whatever form, from any source, derived from the operation of the Cable System to provide Cable Services by the Grantee or an Affiliate of the Grantee that would constitute a Cable Operator of the Cable System under the Cable Act. Gross Revenues include, by way of example and not limitation, Basic, expanded Basic and pay service revenues, revenues from installation, rental of converters, DVR services, fees for high-definition services, activation fees, the applicable percentage of advertising sales, late charges and other fees levied upon Subscribers, or itemized on a bill, except as provided herein. Gross revenues will also include commissions or fees paid to an Affiliate advertising agency.

Gross Revenues do not include any generally applicable fees or taxes which are imposed on any Subscriber by any governmental unit or agency, and which are collected by the Grantee on behalf of a governmental unit or agency. Gross Revenues do not include bad debt recorded as revenues on the books of Grantee; provided, that if revenue previously representing as bad debt is collected, this revenue shall be included in Gross Revenues for the period in which it is collected.

L. "Normal Business Hours" means hours during which most similar businesses in the community are open to serve Subscribers.

M. "Normal Operating Conditions" means service conditions in the Service Area which are within the control of the Grantee or its Affiliates. Conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Conditions which are within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

N. "Person" means an individual, partnership, association, joint stock company, trust, corporation or governmental entity.

O. "Public Way" means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, dedicated public utility easements, or other easement held by the Town in the Service Area as shall, within its proper use and meaning, entitle the Town to permit, and the Grantee to install and operate, the Grantee's Cable System.

P. "Service Area" means the present municipal boundaries of the Town, and includes any additions thereto by annexation or other legal means.

Q. "Service Interruption" means the loss of picture or sound on one or more channels.

R. "Subscriber" means a person who lawfully receives services of the Cable System.

S. "Town" means the Town of Jackson, Wyoming or its lawful successor, transferee or assignee.

T. "Transfer" refers to a sale, transfer or assignment of the Franchise or Cable System in the Town, or a change of control, or working control of the Grantee.

SECTION 2.

Grant of Franchise; Minimum Conditions Exercise of Rights

2.1. Grant. The Town hereby grants to the Grantee a non-exclusive Franchise to operate a Cable System to provide Cable Service in the Town, and to use the streets and Public Ways to install, construct, repair, reconstruct, maintain in, on, over, under, upon, across and along any street or highway, such poles, wires, cable, conductors, ducts, conduit, vaults, manholes, amplifiers, appliances, attachments, and other property now in existence and as may be necessary and appurtenant to said Cable System for that purpose, subject to the terms and conditions of this agreement, and applicable law.

A. This Franchise is a contract. While the Town may not unilaterally alter the express contractual rights and obligations of Grantee granted hereunder except as permitted by state or federal law, an otherwise lawful exercise of the Town's generally applicable police power under Wyoming law necessary to ensure the safety, health, and welfare of the public shall not be treated as an alteration of those rights or obligations. In the event of a conflict between a provision of this Franchise and a provision of Town police power reflected in generally applicable local ordinances, rules, and regulations, local law shall be controlling, provided, however, such local law has not been preempted by any federal or state laws, rules, regulations or orders. Grantee reserves the right to challenge the provisions of any ordinance which it believes conflicts with its contractual rights, or is preempted by applicable law, either now or in the future.

B. This Franchise grant is for Cable Services only. This Franchise shall not be interpreted to prevent the Town from imposing additional lawful conditions, including additional compensation conditions for use of the Public Way, if the Grantee provides service other than Cable Service. However, this Franchise shall not be read as a concession by Grantee that it needs authority to provide services or to pay compensation for services other than Cable Services in the Town.

C. The Grantee is responsible for ensuring that any person that performs work related to the construction, management or operation of the Cable System, including but not limited to contractors and subcontractors, does so in full conformity with the terms and conditions of Town regulations as stated in the Municipal Code and applicable law, and is responsible for their acts and omissions as if the activity had been directly performed by it. Grantee shall maintain control over any documents related to the construction, management and operation of the Cable System so that it may provide documents and respond to questions from the Town related to the same as provided for in this Franchise.

D. This Franchise shall not include or be a substitute for:

(1) Any generally applicable permit or authorization required for the privilege of transacting and carrying on a business within the Town that may be required by the ordinances and laws of the Town;

(2) Any permit, agreement, bond or authorization required by the Town for Public Way users in connection with operations on or in Public Way or public property including, by way of example and not limitation, street cut or construction permits; or

(3) Any permits or agreements for occupying any other property of the Town or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

E. Unless otherwise expressly provided in this Franchise, all acts that the Grantee is required to perform under this

Franchise must be performed at its own expense subject to applicable law.

2.2. Term. This Franchise shall be for a term of ten (10) years commencing on the effective date of the Franchise as set forth in Section 8.6 below. The rights, privileges and authority granted hereunder shall take effect once accepted, and shall terminate on _____, unless terminated as provided in Section 7.

2.3. Effect of Acceptance. The Franchise becomes effective upon its unconditional acceptance by the Grantee, in a form acceptable to the Town Attorney. By accepting the Franchise, the Grantee:

A. Acknowledges and accepts the Town's legal right to issue and enforce the Franchise;

B. Accepts and agrees to comply with each provision of this Franchise consistent with applicable law; and

C. Agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law.

2.4. Minimum Conditions on Cable System Construction, Maintenance and Operation. Without limiting the powers of the Town under Section 2.1, Grantee's use of the Public Ways shall be subject to the following minimum conditions.

A. Subject to the Town's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Public Way within the Town such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System to provide Cable Services within the Town.

B. Grantee must follow the Town's competitively neutral and non-discriminatory requirements set forth in its Municipal Code for placement of Cable System facilities in the Public Way, including the specific location of facilities in the Public Way. Within limits reasonably related to the Town's role in protecting public health, safety and welfare, the Town may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Public Way; may deny access if Grantee is not willing to comply or fails to timely comply with the Town's requirements; and may remove, or require removal of, any facility that is not installed in compliance with the requirements established by the Town, or which is installed without prior Town approval of the time, place or manner of installation, and charge Grantee for all the costs associated with removal.

C. Town may require Grantee to reasonably cooperate with others to minimize adverse impacts on the Public Way through joint trenching and other arrangements.

D. Prior to doing any work in the Public Way or other public property, Grantee shall apply for, and obtain, appropriate permits from the Town as required by the Town's Municipal Code, provided such requirements are competitively neutral and non-discriminatory. As part of the permitting process, the Town may impose any conditions and regulations as are necessary for the purpose of protecting any structures in such Public Way, proper restoration of Public Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Conditions may also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Public Way. Grantee shall pay all generally applicable fees for the requisite Town permits received by the Grantee.

E. Grantee shall comply with all federal, state and local safety requirements, rules, regulations, laws and employ all necessary devices as required by applicable law during construction, maintenance and operation of its Cable System. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration Standards. Grantee shall comply with all generally applicable Town construction codes, including, without limitation, the Uniform Building Code and other building codes, the Uniform Fire Code, the Uniform Mechanical Code, the Electronic Industries Association Standard for Physical Location and Protection of Below-Ground Fiber Optic Cable Plant, and zoning codes and regulations. Construction, installation and maintenance of the Cable System must be performed in an orderly and workmanlike manner. The Cable System shall not unreasonably endanger or interfere with the safety of persons or property.

F. Antenna supporting structures or towers shall be designed for the proper loading as specified by the Electronics Industries Association (EIA). Antenna supporting structures or towers shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, state, and local codes or regulations.

G. Work in the Public Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the Town, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Public Way by, or under, the Town's authority. The Grantee's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of persons, or to interfere with new improvements the Town may deem proper to make or to unnecessarily hinder or obstruct the free use of the Public Way or other public property.

H. If during the course of the Grantee's construction, operation or maintenance of the Cable System there occurs a disturbance of any Public Way, public or private property by the Grantee, it shall, at its expense, replace and restore the Public Way, public or private property to the same or better condition than existing immediately prior to such disturbance.

I. Upon its receipt of reasonable advance notice, not to be less than five (5) business days, the Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of the Grantee when lawfully required by the Town by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas, water pipes, or any other type of structures or improvements by the Town or governmental body; but, the Grantee shall in all cases have the right to abandon its property, except where the Town directs otherwise. If funds are generally available to users of the Public Way, Grantee shall be entitled to its pro rate share of such funds.

J. The Grantee shall, on the request of any person holding

a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of such building, provided: (A) the expense of temporary raising or lowering of wires is paid by the requestor, including, if required by the Grantee, making payment in advance; and (B) the Grantee is given not less than ten (10) business days advance written notice to arrange for temporary wire relocation and no less than one hundred twenty (120) days for a permanent relocation.

K. Notwithstanding the foregoing, whenever, in case of fire or other emergency, it becomes necessary to remove Grantee's Cable System, Town may do so without prior notice.

L. The Grantee may trim trees or other natural growth overhanging any of its Cable System in the Service Area to prevent branches from coming in contact with the Grantee's wires, cables or other equipment. The Grantee shall reasonably compensate the Town for any damages caused in the course of trimming, including but not limited to the cost of tree removal or replacement; or shall, in its sole discretion perform the necessary work itself to redress the damage caused. Work must be performed in a manner satisfactory to the Town (including, for example, with respect to the timing of tree replacement, and the type of tree to be planted).

M. Notices with respect to work performed subject to a permit shall be provided as required by the permit.

SECTION 3.

Standards of Service

3.1. Technical Standards. The Grantee shall Construct, Operate and Maintain the System so that it functions in a manner that fully complies with FCC rules in Subpart K of Part 76 of Chapter I of Title 47 of the Code of Federal Regulations as revised or amended from time to time, and with any other applicable standards. The Town shall have the right to observe any tests required by FCC rules upon request. Nothing herein relieves Grantee of any other obligations it may have under applicable law to produce or provide reports to the Town or the public.

3.2. System Characteristics. As of the effective date of this Franchise, the Grantee operates a 750 MHz Hybrid Fiber-Coax Cable System. Grantee's Cable System shall, at all times, meet or exceed the system design and performance specifications required by the FCC.

3.3. Aerial and Underground Construction.

A. For all new installations, extensions, upgrades and major maintenance to existing systems, the Town will require the Grantee to underground the system as required by its Municipal Code. As such, Grantee shall construct, operate, and maintain its lines underground, but may place other equipment in vaults or on pedestals above ground where permitted in accordance with the Town's normal practices for the affected area.

B. Should the Grantee's service line be the single connection on a utility pole located within a Public Way, upon request of the Town, the Grantee shall within thirty (30) days of the request, underground its System and remove the overhead Cable System from the pole, while maintaining services. Should the relocation of the Cable System not be completed within thirty (30) days of the written request, the Grantee shall pay the Town fifty (\$50) dollars per day, subject to applicable law, until the Cable System is removed. Provided, however, that Grantee may request an extension of the time to underground and remove its Cable System from the pole, and the Town will not unreasonably refuse to grant the extension where justified by weather conditions, or the amount of work required. The Town agrees to give Grantee reasonable notice and access to the public utilities' facilities at the time they are placed underground for the purposes of facilitating the relocation of aerial facilities to underground locations.

C. A home owner, building owner or developer may require Grantee to place facilities underground from the Public Ways in an area where the facilities could otherwise be maintained aboveground, provided the home owner, building owner or developer is willing to pay the costs therefor. The Town shall use reasonable diligence to provide the Grantee with written notice of the issuance of building or development permits for planned commercial/residential developments within the Service Area requiring undergrounding of cable facilities. The Town agrees to require as a condition of issuing the permit, that the developer give the Grantee access to open trenches for deployment of cable facilities and written notice of the date of availability of trenches. Notice must be received by the Grantee at least ten (10) business days prior to availability. Developer shall be responsible for expense of the digging and backfilling of all trenches.

D. Nothing in this Franchise prevents the Town or residents of the Town from requiring Grantee to participate in the plan for a local improvement district, and to relocate, underground or otherwise move or modify its facilities in accordance with the requirements for the local improvement district subject to applicable law.

3.4. Required Extensions of Service.

A. Grantee will provide service to persons throughout the Town where Grantee currently provides Cable Service. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided. No person shall be refused service arbitrarily.

B. Grantee will extend its system to a point where it can provide service by a drop to a potential Subscriber at no charge to the potential Subscriber whenever (a) the extension required is less than one hundred and twenty five (125) feet; or (b) the extension required to provide service passes an average of thirty-two (32) homes per mile. However, if an area does not meet the density requirements of this Section, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any standard/non-standard installation charges to extend the Cable System from the tap to the residence. Persons requesting service shall be charged standard drop charges where the distance from the entry point to the structure to which service is to be provided to the nearest right of way or utility easement served by Grantee is one hundred and twenty-five (125) feet or less. Grantee may charge for non-standard installations associated with providing a longer drop.

3.5. Service to Public Buildings. The Grantee shall provide Basic Cable Service to a single drop, with one converter (if necessary) to one (1) outlet free of charge at each accredited elementary and secondary school building and public library

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building that currently receives complimentary Cable Service as of the effective date of this Franchise, on the school's or library's request, on a voluntary basis for as long as Grantee participates in the industry supported Cable in the Classroom program.

3.6. Annexation. The Town shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its Affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Town, subject to the conditions set forth below. The Town shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Town franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Town if the Town has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 8.3 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

3.7. Emergency Use.

A. At all times during the term of this Franchise, Grantee shall provide and maintain an Emergency Alert System (EAS) consistent with applicable federal and state law and regulations including 47 C.F.R., Part 11, and any Wyoming State Emergency Alert System requirements. The Town and Teton County Emergency Management have joint emergency management facilities and personnel. Grantee shall provide and maintain the facilities and equipment at its headend required to permit the Town or Teton County Emergency Management to transmit emergency alerts from a point designated by the Town or Teton County Emergency Management. Grantee shall periodically test the emergency alert system to ensure it is reliable.

B. Grantee shall provide Town and Teton County Emergency Management with the name, title, email address, and 24/7 contact phone number for at least one employee who has intimate knowledge of the EAS and has the ability to resolve problems on the EAS system. Grantee shall update this information as necessary to ensure that a contact person may be reached.

C. Town shall provide Grantee with the name, address, telephone number and email address of a person who Grantee may contact with questions or issues concerning local EAS policies and procedures. As of the date of this Franchise, that person is:

Rich Ochs, Coordinator
Teton County Emergency Management
www.tetonwyo.org/em
307-732-8595

3240 S. Adams Canyon Dr.
Jackson, WY 83001

Town shall update this information as necessary to ensure that a knowledgeable contact person may be reached.

D. The Town shall permit only appropriately trained and authorized persons to operate the EAS equipment and take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use, or any loss or damage to the Cable System. If permitted by state law, the Town agrees to hold the Grantee, its employees, officers and assigns harmless from any claims arising out of the use by the Teton County Emergency Management Coordinator or other Town employees or agents of the Cable System for transmission of emergency alerts, including, but not limited to, reasonable attorneys' fees and costs.

3.8. Customer Service Standards.

(1) The Grantee shall at all times meet the following minimum standards, and customer service standards for Cable Service as may be established by federal, state and local law.

(2) Cable System office hours and telephone availability.

1. The Grantee will maintain a local, toll-free or collect call telephone access line which will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week.

a. Trained representatives of the Grantee will be available to respond to Subscriber telephone inquiries during Normal Business Hours.

b. After Normal Business Hours, an access line will be available to be answered by a service or an automated response system, including a phone answering system. Inquiries received after Normal Business Hours must be responded to by a trained representative of the Grantee on the next business day.

2. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, will not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time will not exceed thirty (30) seconds. These standards will be met no less than ninety (90%) percent of the time under Normal Operating Conditions, as measured by the Grantee on a quarterly basis. The Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards in this paragraph unless an historical record of complaints indicates a clear failure to comply with these standards.

3. Under Normal Operating Conditions, the Subscriber will receive a busy signal less than three (3) percent of the time.

(3) Installations, outages and service calls. Under Normal Operating Conditions, each of the following four standards will be met no less than ninety-five (95%) percent of the time, as measured by the Grantee on a quarterly basis:

1. Standard installations will be performed within seven (7) business days after an order has been placed. Standard installations are those that are located up to one hundred and twenty-five (125) feet from the existing distribution system.

2. Excluding conditions beyond its control, the Grantee will begin working on Service Interruptions promptly and in no event later than twenty-four (24) hours after the interruption becomes known. The Grantee will begin actions to correct other service problems the next business day after notification of the service problem.

3. The Grantee will provide "appointment window" alternatives for installations, service calls and other installation

activities, which will be either a specific time, or at maximum, a four (4) hour time block during Normal Business Hours.

4. The Grantee shall not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment.

5. If a representative of the Grantee is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

(4) Communications between the Grantee and Subscribers.

1. Notifications to Subscribers:

a. The Grantee shall provide written information on each of the following areas at the time of installation of service, at least annually to all Subscribers, and at any time upon request:

- Products and services offered;
- Prices and options for services and conditions of subscription to programming and other services;
- Installation and service maintenance policies;
- Instructions on how to use the service;
- Channel positions of programming carried on the Cable System; and
- Billing and complaint procedures, including the address and telephone number of the local Town's cable office.

b. Subscribers will be notified of any changes in rates, programming services or channel positions as soon as possible through announcements on the Cable System and in writing. Notice will be given to Subscribers a minimum of thirty (30) days in advance if the change is within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by the preceding paragraph.

2. Billing:

a. Bills will be clear, concise and understandable. Bills will be fully itemized, with itemizations including, but not limited to, Basic and premium service charges and equipment charges. Bills will also clearly describe all activity during the billing period, including optional charges, rebates and credits.

b. In case of a billing dispute, the Grantee will respond to a written complaint from a Subscriber within thirty days from receipt of the complaint.

c. Refund checks will be issued promptly, but no later than either (a) the Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or (b) the return of the equipment supplied by the Grantee if service is terminated.

d. Credits for service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.

(5) During the first two years of this franchise, Grantee shall meet with

the Town every six (6) months, or quarterly upon request, to discuss compliance with the customer service requirements set

forth in this section.

3.9. Educational and Government ("EG") Access Channels.

A. The Grantee agrees that it will carry the Town Council meetings on its existing local origination channel until such time as the Town has determined that it would like Grantee to make available one (1) downstream channel to be used for educational and governmental (EG) non-commercial use. The Grantee and the Town will meet from time to time to discuss the Town's plans to program the EG access channel. Once the Town has passed a resolution requesting that Grantee begin providing the EG access channel and has provided a letter to Grantee identifying those entities or persons who will be responsible for providing access programming, Grantee shall make the EG access channel available within one hundred twenty (120) days.

B. The EG channel shall be placed on the lowest tier of service available to Subscribers. There shall be no charge from Grantee for use of the EG channels, and no additional charges to any Subscriber to view the EG channels. The Grantee and the Town shall cooperate to ensure that the quality of the EG Channels meets FCC technical standards, including those applicable to the carriage of EG Channels; provided however, that the Grantee is not responsible for the production quality of EG programming.

SECTION 4.

Compensation; Regulation by the Town

4.1. Franchise Fee. As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the Town's Public Way to provide Cable Service, the Grantee shall pay as a franchise fee to the Town, throughout the duration of this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues. Accrual of the franchise fee shall commence as of the effective date of this Franchise.

4.2. Payments. The Grantee's franchise fee payments to the Town shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than sixty (60) days after said dates.

4.3. Acceptance of Payment and Recomputation. No acceptance of any payment shall be construed as an accord by the Town that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the Town may have for further or additional sums payable or for the performance of any other obligation of Grantee.

4.4. Quarterly Franchise Fee Reports. Each payment shall be accompanied by a written report to the Town, verified by an authorized representative of the Grantee, containing an accurate statement in summarized form, as well as in detail, of the Grantee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Cable System and be prepared in accordance with GAAP.

4.5. Annual Franchise Fee Reports. Grantee shall, upon request, within sixty (60) days after the end of each year, furnish to the Town a statement of the total amount of Gross Revenues for the year and all payments, deductions and computations for the period. The statement shall be audited by a certified public accountant, who may also be an officer of Grantee, prior to submission to the Town.

4.7 Audits. On an annual basis, upon thirty (30) days prior written notice, the Town, including the Town's auditor or his/her authorized representative, shall have the right to conduct an independent audit of the Grantee's records reasonably related to the administration or enforcement of this Franchise in accordance with GAAP. If the audit shows that franchise fee payments have been underpaid by five percent (5%) or more, Grantee shall, subject to applicable law, pay the reasonable costs of the audit, such cost not to exceed two thousand

(\$2000) dollars for the audit period. The Town's right to audit and the Grantee's obligation to retain records related to a franchise fee audit shall expire three (3) years after each franchise fee payment has been made to the Town.

4.8 Late Payments. In the event any payment due quarterly is not received within sixty (60) days from the end of the calendar quarter, the Grantee shall pay interest on the amount due, at the prime rate as listed in the Wall Street Journal on the date the payment was due, calculated from the date the payment was originally due until the date the Town receives the payment.

4.9 Tax Liability. The franchise fees shall be in addition to any and all taxes or other levies or assessments which are now or will be required to be paid by businesses by any law of the Town, the State or the United States including, without limitation, sales, use or other taxes, business license fees or other payments. Payment of the franchise fees under this Franchise will not exempt the Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of the Grantee that may be lawfully imposed by the Town. Such other license fee, tax, levy, assessment or charge shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers, solely because of their status as such.

4.10 Financial Records. The Grantee agrees to meet with a representative of the Town upon request to review the Grantee's methodology of record-keeping, financial reporting, the computing of franchise fee obligations and other procedures, the understanding of which the Town deems necessary for reviewing reports and records.

4.11 Payment on Termination. If this Franchise terminates for any reason, the Grantee shall file with the Town, within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year.

4.12 Rates and Charges. The Town may regulate Grantee's rates and charges and order refunds to the extent permitted under applicable law.

4.13 Renewal of Franchise.

A. The Town and the Grantee agree that renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, unless the procedures and substantive protections have been pre-empted and superseded by the provisions of any subsequent provision of federal, state or local law.

B. In addition to the procedures set forth in the Cable Act at 47 U.S.C. § 546(a) (assuming those procedures apply), the Town agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the current Franchise term. The Town further agrees that final assessments shall be provided to the Grantee promptly upon completion of the proceeding contemplated by 47 U.S.C. § 546(a) so that the Grantee has adequate time to submit a proposal under Section 626(b) of the Cable Act and complete renewal of the Franchise prior to expiration of its term. Notwithstanding anything to the contrary set forth in this section, the Grantee and the Town agree that at any time during the term of the current Franchise, while affording the public appropriate notice and opportunity to comment, the Town and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the current Franchise and the Town may grant a renewal. The Grantee and the Town consider the terms set forth in this section to be consistent with the express provisions of Section 626 of the Cable Act.

4.14 Conditions of Sale. The Grantee and the Town agree that in the case of a final determination of a lawful revocation of the Franchise, at the Grantee's request, which shall be made in its sole discretion, the Grantee shall be given a reasonable opportunity to effectuate a transfer of its Cable System to a qualified third party. The Town further agrees that during such a period of time, it shall authorize the Grantee to continue to operate pursuant to the terms of its existing Franchise; however, in no event shall such authorization exceed a period of time greater than six months from the effective date of such revocation. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Town, or the transferee or assignee is unwilling to enter into a franchise acceptable to the Town may avail itself of any rights it may have pursuant to federal, state or local law; it being further agreed that the Grantee's continued operation of its Cable System during the six month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Town or the Grantee.

4.15 Transfer of Franchise.

A. No Transfer may occur without the prior written consent of the Town, such consent not to be unreasonably withheld or denied. No consent shall be required for a Transfer to an entity that is controlling, controlled by or under common control with the Grantee, to a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title or interest of the Grantee in the Cable System in order to secure indebtedness, provided that such instruments do not permit any entity to operate the Cable System without first obtaining a franchise from the Town.

B. An applicant seeking approval of a Transfer must file an application with the Town that contains such information as required by federal laws and regulations, including the legal, financial and technical qualifications of the applicant to own the Cable System in the Town. The entities involved in the transaction which will result in the Transfer must promptly respond to requests for information in accordance with federal law.

C. An application will not be approved unless the entity that will be the Grantee after the Transfer is willing to unconditionally accept all the lawful terms and conditions of the Franchise.

D. If the Town has not taken action on the Grantee's request for Transfer within one hundred and twenty (120) days after receiving such request, consent shall be deemed given by the Town unless the Grantee, Town and the applicant for the Transfer agree otherwise. If a Transfer proceeds without the consent of the Town, the Town may determine that such failure to obtain consent is a material breach of this Franchise.

SECTION 5.

Books and Records

5.1. Generally. The Grantee agrees that the Town, upon reasonable notice to the Grantee, may review books and records at the Grantee's business office in the Town, during Normal

Public Notices

Business Hours and on a non-disruptive basis, to ensure compliance with the terms of this Franchise or applicable law. Notice shall specifically reference the section of the Franchise which is under review, so that the Grantee may collect and organize the necessary books and records for easy access by the Town. Records include, but are not limited to, any public records required to be kept by the Grantee pursuant to the rules and regulations of the FCC. Notwithstanding anything to the contrary set forth in this Franchise, Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Town, or any person acting on the Town's behalf, will treat information that is a confidential business record within the meaning of Wyoming law, and clearly marked as such, as confidential to the extent permitted under Wyoming law. Grantee will exercise due care in marking only information that is confidential as confidential. The Town will only disclose confidential information to employees, representatives, and agents that have a need to know, in order to enforce the provisions of this Franchise. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

SECTION 6.

Insurance and Indemnification

6.1. Insurance Requirements. The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Commercial General Liability Insurance in the amount of \$1,000,000 combined single limit for bodily injury, and property damage. The Grantee shall provide a Certificate of Insurance designating the Town as an additional insured. Such insurance shall be non-cancellable except upon thirty (30) days prior written notice to the Town.

6.2. Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Town, its officers, boards and employees, from and against any liability for damages and for any liability or claims (including accidental death), which arise out of the Grantee's construction, operation or maintenance of its Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Town shall give the Grantee written notice of its obligation to indemnify the Town within ten (10) days of receipt of a claim or action pursuant to this section. If a claim arises, the Town shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Town shall cooperate fully herein. If the Town determined in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Town. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Town for any damages, liability or claims resulting from the willful misconduct or negligence of the Town or for the Town's use of the Cable System including, but not limited to, for EAS or use of the Cable System by the Town for the education and access channel provided under Section 3.9 of this Franchise.

SECTION 7.

Enforcement and Termination of Franchise

7.1. Notice of Violation. In the event the Town believes that the Grantee has not complied with the terms of the Franchise, it shall notify the Grantee in writing of the nature of the alleged noncompliance.

7.2. Remedies Cumulative. The remedies specified in this section may be used in combination or individually, and are in addition to remedies available to Town or Grantee under law and equity. Nothing in this section prevents either party from seeking appropriate relief from a court or agency of competent jurisdiction.

7.3. The Grantee's Right to Cure or Respond. The Grantee has thirty (30) days from receipt of the notice described in Section 7.1:

A. To respond to the Town, contesting the assertion of non-compliance and describing in detail the basis for that contention;

B. To cure such default, and to provide proof of the cure to the Town; or

C. In the event that default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default as expediently as possible and notify the Town of the steps being taken and the projected date that the default will be cured.

7.4. Public Hearing and Enforcement.

A. If within thirty (30) days Grantee fails to respond to the notice of violation described in Section 7.1, pursuant to the procedures set forth in Section 7.3, or if the alleged default is not remedied within the thirty (30) day period or the date projected under Section 7.3(C), the Town may schedule a public hearing to investigate the default. The public hearing shall be held at the next regularly scheduled meeting of the Town, which is scheduled at a time which is not less than five (5) business days. The Town shall notify the Grantee in writing of the time and place of such hearing, specifically identify the issues to be considered at the hearing, and provide the Grantee with an opportunity to be heard.

B. Subject to applicable federal, state and local law, if the Town, after such meeting determines that the Grantee is in default of any provision of the Franchise, the Town may:

(1) Seek specific performance of any provision, which reasonable lends itself to that remedy as an alternative to damages;

(2) Commence an action at law for monetary damages or seek other equitable relief; or

(3) In the case of a substantial default of a material provision of the Franchise, declare that this Franchise shall be revoked pursuant to Section 7.5.

C. This provision shall not be read to prevent the Town from scheduling other hearings, or conducting additional investigations, or resolving disputes through negotiations, or permitting Grantee additional time to cure defects or to respond to notices. Without limiting any other provision of this Franchise, the Town may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Town's rights under the Franchise in lieu of revocation of the Franchise.

7.5. Revocation.

A. If the Town seeks to revoke the Franchise after following the procedures set forth in Sections 7.1 - 7.4 above, the Town shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee has ninety (90) days from the notice to object in writing and to state its reasons for the objection. If the Town has not received a satisfactory response from the

Grantee, it may seek termination of the Franchise at a public meeting. The Town shall cause to be served upon the Grantee, at least ten (10) days prior to a public meeting, a written notice specifying the time and place of the meeting and stating its intent to request the termination.

B. At the designated meeting, the Town shall give the Grantee an opportunity to state its position on the matter, after which it shall determine whether or not the Franchise shall be revoked. The Grantee may appeal such determination to an appropriate court, which has the power to review the decision of the Town as provided by law.

7.6. Any decision of the Town under this Section 7 shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Town de novo. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

7.7. Notwithstanding the above provisions, the Grantee does not waive any of its rights under applicable law or regulation.

7.8. Force Majeure. The Grantee shall not be deemed in default of provisions of its Franchise where performance was rendered impossible by war or riots, civil disturbances, floods or other natural catastrophes beyond the Grantee's control or the unforeseeable unavailability of labor or materials. This provision includes, but is not limited to, severe or unusual weather conditions, fire, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached.

7.9. Technical Violations. The parties agree that it is not the Town's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breaches or violations of the Franchise or local cable ordinance, where a violation or a breach by the Grantee of the Franchise or local cable ordinance was good faith error that was promptly corrected and resulted in no or minimal uncurved negative impact on the Town or customers within the Service Area.

7.10. False Statements. Any false or misleading statement or representation in any report required by this Franchise, not including clerical errors or errors made in good faith, may be deemed a material breach of this Franchise and may subject the Grantee to all remedies, legal or equitable, which are available to the Town under this Franchise and applicable law.

SECTION 8.

Miscellaneous Provisions

8.1. Actions of Parties. In any action, by the Town or the Grantee that is mandated or permitted under the terms of this Franchise, the party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, approval or consent shall not be unreasonably withheld.

8.2. Equal Protection. If any other provider of Cable Services or video services is lawfully authorized by the Town or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the Town Public Way, the Town shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Town fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Town be deemed expired thirty (30) days after written notice to the Town. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

8.3. Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Town or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party five (5) business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid.

The notices or responses to the Town shall be addressed as follows:

Town of Jackson

PO Box 1687

Jackson, WY 83001

ATTN: Town Administrator

The notices or responses to the Grantee shall be addressed as follows:

Bresnan Communications, LLC

PO Box 2650

Jackson, WY 83001

with a copy to:

Charter Communications

Attn: Vice President of Government Affairs

12405 Powerscourt Drive

St. Louis, MO 63131

The Town and the Grantee may designate another address or addresses from time to time by giving notice to the other.

8.4. Descriptive Headings. The captions to sections are intended solely to facilitate the reading. They shall not affect the meaning or interpretation of the text herein.

8.5. Entire Agreement. This Franchise constitutes the entire agreement between the Grantee and the Town.

8.6. Effective Date. The effective date of this Franchise is _____, pursuant to the provisions of applicable law. This Franchise shall expire on _____, unless extended by the mutual agreement of the parties.

8.7. Severability. If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force an effect for the term of the Franchise, or any renewal or renewals thereof.

8.8. Governing Law. This Franchise shall be governed and construed in accordance with the statutes and laws of federal law and the State of Wyoming.

8.9. Venue. In the event that suit shall be brought by either Party, the Parties agree that venue shall be exclusively vested in the state courts of the County of Teton, or, where otherwise appropriate, exclusively in the United States District Court for

Wyoming.

8.10. Sovereign Immunity. The Town does not waive its sovereign immunity by entering into this Franchise, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Franchise. IN WITNESS WHEREOF, the parties hereto have entered into this Franchise Agreement on

_____, 2015

Town of Jackson, Wyoming

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this act are severable. In the event that this Ordinance shall be found in contravention of any of the laws of the State of Wyoming as pertains to cities and towns said Ordinance shall no longer be binding on the Town of Jackson.

SECTION IV.

This Ordinance shall become effective from and after the date of its passage, approval and publication.

Publish: 04/22/15

• CONTINUED PUBLICATIONS •

ADVERTISEMENT FOR BIDS

Separate Sealed BIDS for the CONSTRUCTION OF the Town of Jackson 2015 Chip Seal Project consisting of furnishing of all necessary, labor, equipment, transportation, services, and materials required for the application of approximately 410,000 square feet of chip seal treatment in various locations throughout Town.

All chip seal shall be 3/8" chip applications and shall include traffic control, chip seal application, fog seal application, clean-up of all Contractor generated debris, and incidental work which may be reasonably inferred to be required or useful for completion of the work in accordance with the requirements of the Project Manual and all applicable codes, laws and professional standards.

Bids (hard copy) will be received by the Town of Jackson, Wyoming, at the office of the Town Clerk until 2:00 P.M. (Local Time), Thursday, April 30, 2015 and then at said office opened and read aloud.

The CONTRACT DOCUMENTS may be obtained through the Town of Jackson Engineering Department at the following location:

Jackson Public Works Shop
450 West Snow King Avenue
Jackson, WY 83001

There shall be a \$10.00 non-refundable charge for a hard copy of the Bid Documents. Electronic copy of the Bid Documents may be obtained for free from the Engineering Department. Please call Jeremy Parker, Associate Engineer @ 307-733-3079 x1412.

WEATHER PERMITTING, THE OWNER'S DESIRE IS FOR THE PROJECT TO BE COMPLETED BETWEEN JULY 13 AND AUGUST 28, 2015.

THE OWNER RESERVES THE RIGHT TO REFUSE ANY AND ALL BIDS

Publish: 04/08, 04/15, 04/22/15

GENERAL PUBLIC NOTICES

• NAME CHANGE •

IN THE DISTRICT COURT OF TETON COUNTY, WYOMING
NINTH JUDICIAL DISTRICT
FILED
TETON COUNTY WYOMING
2015 APR 14 PM 4 40
CLERK OF DISTRICT COURT

In the matter of the Birth Certificate for)
Tania Vanessa Jimenez)
A minor child,) Civil No. 16952
Adelina Hernandez (mother), and)
Odilon Jimenez (father))
Petitioners.)

NOTICE OF PETITION FOR CORRECTION OF NAME AND ISSUANCE OF AMENDED BIRTH CERTIFICATE

You are hereby notified that a Petition for Correction of Name and Issuance of Amended Birth Certificate has been filed on behalf of Tania Vanessa Jimenez in the District Court in and for Teton County, Wyoming in File No. 16952 the object and prayer of which is to amend the ~~birth certificate~~ (circle all that apply) name on the birth certificate of from Odilon Jimenez G. to Odilon Jimenez.

Any objection must be filed with the Clerk of District Court, PO Box 4460, Jackson, Wyoming 83001 in writing, on or before 30 days after the last date of publication of this notice.

DATED this 14 day of April, 2015



Trisa J. DiPaola
Deputy Clerk of District Court
Trisa J. DiPaola

Publish: 04/22, 04/29, 05/06, 05/13/15

• ABANDONED VEHICLE AUCTIONS •

1995 Chevy Suburban
Vin # 1GNFK16K6SJ401270
Owed 3860.00

Public Notices

Auction on May 6th at:
1405 Gregory lane
Jackson WY 83001
Publish: 04/22, 04/29/15

• PUBLIC NOTICE •

IN THE MATTER OF:

THE WANDA WEBB REVOCABLE LIVING TRUST U/A/D
AUGUST 24, 2009

NOTICE OF INTENT TO DISTRIBUTE
PURSUANT TO W.S. § 4-10-507

TO ALL PERSONS INTERESTED IN SAID TRUST:

You are hereby notified that as of the 13th day of April, 2015, Wendy Webb, as Trustee of the Wanda Webb Revocable Living Trust U/A/D August 24, 2009 and any amendments thereto (the "Trust") intends to make distributions of property owned by the Settlor, Wanda Webb, from the Trust as permitted under the terms of the Trust. Pursuant to W.S. § 4-10-507, creditors of Wanda Webb or the Trust shall file claim against the assets of the Trust or commence judicial proceeding to contest the validity of the Trust within one hundred twenty (120) days from the first publication of this notice, or thereafter be forever barred.

DATED this 13th day of April, 2015.

Scott D. Weaver
Gonnella Adamson, PC
575 South Willow
P.O. Box 1226
Jackson, WY 83001
scott@wyomingstatelaw.com
(307) 733-5890 – voice
(307) 734-0544 – facsimile

Publish: 04/22, 04/29/15

• INTENT TO SUBDIVIDE •

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that in accordance with Chapter 18-35-306 Wyoming Statutes, 1977, as amended, that the Amended and Restated Magnuson/Trucco Family Trust established u/t/a dated March 30, 2009, as amended from time to time hereafter, and their successors in trust intends to apply for a permit for a two- lot subdivision of property within Teton County. The project is generally located at 670 N. Green Lane.

Filing for said permit will occur at a regular meeting of the Teton County Board of County Commissioners in the board room at the Teton County Administration Building. Please contact the Teton County Planning Department at (307) 733-3959 for the scheduled meeting date and additional information.

Publish: 04/22, 04/29/15

• CONTINUED PUBLICATIONS •

STATE OF WYOMING)
) IN THE DISTRICT COURT
COUNTY OF TETON) ss.) NINTH JUDICIAL DISTRICT

ROSALVA CORONA LOPEZ,) Civil Action No. 2015- *16947*
) *2015 APR 8 PM 2 41*
 Plaintiff,) *TETON*
) *FILED*
) CLERK OF DISTRICT COURT
v.)
)
ISIDRO XOCHITOTOTL SERANO)
)
 Defendant.)

NOTICE OF PUBLICATION

NOTICE TO: Isidro Xochitototl Serano.
CURRENT ADDRESS: Unknown.

You are hereby notified that a Complaint in Civil Action No. 2015-~~16947~~ has been filed by Rosalva Corona Lopez seeking to establish paternity, custody and support for the minor children known by their initials A. X. C. and M. X. C. Based on Rule 12(a) of the Wyoming Rules of Civil Procedure Isidro Xochitototl Serano must file an answer to Rosalva Corona Lopez complaint within 30 days after receipt of service, or within 30 days after the last publication of this notice. If Isidro Xochitototl Serano fails to answer, he will face a default judgment entered by the Court.

Dates of Publication: *3 weeks*
DATED this *8* day of *April*, 2015.



Clerk of District Court

By: *Debbie Hassler*
Deputy Clerk

Publish: 04/15, 04/22, 04/29/15

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

OF THE STATE OF WYOMING IN AND FOR TETON COUNTY

Docket No. 3030

In the Matter of the Estate of)
)
MARGARET WELLS DOBBINS)
)
Deceased.)

NOTICE OF PROBATE OF ESTATE

TO ALL PERSONS INTERESTED IN SAID ESTATE:

You are hereby notified that on the 31st day of March, 2015, the Last Will and Testament of Margaret Wells Dobbins was admitted to probate by the above-named Court, and that James Dobbins was appointed Personal Representative there-

of. Any action to set aside the Will shall be filed in the Court within three months from the date of the first publication of this notice, or thereafter be forever barred.

Notice is further given that all persons indebted to said decedent or to said estate are requested to make immediate payment to the undersigned at the Law Offices of Long Reimer Winegar Beppler LLP, P.O. Box 3070, Jackson, Wyoming, 83001.

Creditors having claims against said decedent or the estate are required to file them in duplicate with the necessary vouchers, in the office of the Clerk of said Court, on or before three months after the date of the first publication of this notice, and if such claims are not so filed, unless otherwise allowed or paid, they will be forever barred.

James Dobbins
PERSONAL REPRESENTATIVE

ATTORNEYS FOR ESTATE
Christopher M. Reimer, Atty No. 6-3826
Long Reimer Winegar Beppler LLP
270 West Pearl, Suite 103
P.O. Box 3070
Jackson, WY 83001
(307) 734-1908
Publish: 04/15, 04/22, 04/29/15

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that in accordance with Chapter 18-35-306 Wyoming Statutes, 1977, as amended, Sage Properties Inc., owner of Pt; SW1/4SW1/4, Section 27, T41N, R116W, Town of Jackson, intends to apply for a permit for a condominium subdivision. The project is generally located at 152 E. Gill Avenue, Town of Jackson.

Filing for said permit will occur at a regular meeting of the Town Council in the council chambers at the Town Hall. Please contact the Town Planning Department at (307) 733-0440 for the scheduled meeting date and additional information.

Publish: 04/15, 04/22/15

LOWER VALLEY ENERGY, INC.
BOARD OF DIRECTORS NOMINATIONS

Nominations by petition for Directors to represent Districts 3 and 4 will be received by the Secretary of Lower Valley Energy, Inc., until 5:00 pm on April 24, 2015. Petitions may be picked up at the Afton or Jackson office. (Any member interested in running for a board position should contact Lower Valley Energy to verify the district in which he/she resides.)

District #3 comprises all areas north of County Road 119, east of Highway 89 through Alpine Junction and includes Hoback Junction north to Little Horsethief Canyon as well as the Bondurant and Green River Lakes area.

District #4 comprises all areas north of the Teton/Lincoln County boundary and west of Highway 89 and Fall Creek, consisting of Crescent H Guest Ranch and Indian Paintbrush. Grand Teton National Park serves as the northern boundary, including Wilson, Teton Pines, John Dodge and Teton Village.

Any ten (10) or more members of any district may make a nomination by petition. The names nominated will be placed on the printed ballot and voted upon by proxy or at the annual meeting of the members on June 26, 2015 in Jackson, WY.

Prospective candidates should be aware of the following established policy:

A board member:

1. Must be a member and a bona fide resident of a director district as provided for in the bylaws.
2. Must be willing to promote and safeguard the interests of the cooperative and represent the membership on an impartial basis for the good of the entire cooperative.
3. Must not, in any way, be employed by or financially interested in any enterprise primarily engaged in selling energy as described in the bylaws of the cooperative.
4. Must not be employed by the cooperative or have a near-relative employed by the cooperative. Must not have been an employee of Lower Valley Energy within the last five (5) years.

5. Must be willing to attend regularly scheduled and special meetings of the board of directors, plus meetings of national, state, and local organizations with associated interests. Directors must also be willing to attend training institutes or seminars that will aid in keeping him/her well informed on matters affecting the cooperative.

6. Is aware that members of the board of directors serve on a fee basis for time given to regularly scheduled and approved affairs of the cooperative. In addition, they will be reimbursed for all reasonable expenses in connection with such scheduled activities.

7. Must agree to serve the term of office for which elected until a successor has been appointed or elected.

8. Shall not use, or cause to be used, the position as director to further political ambitions.

Election will be for a three-year term.
Publish: 04/08, 04/15, 04/22/15

STATE OF WYOMING)
) IN THE DISTRICT COURT) ss
) COUNTY OF Teton)
) 9th JUDICIAL DISTRICT)

Plaintiff/Petitioner: Neida Mendoza,)
Civil Action Case No. 16890)

vs.)

)
Defendant/Respondent: Jesus Antonio Vega Ruiz.)

NOTICE OF PUBLICATION

NOTICE TO Jesus Antonio Vega Ruiz, DEFENDANT/
RESPONDENT

DEFENDANT/RESPONDENT'S CURRENT ADDRESS:
Prol Perif Lombardo Toledano KM 7.5 Carr Aquiles Serdan
Chihuahua Chihuahua 31650.

You are notified that a Complaint for Divorce, Civil Action No. 16890, has been filed in the Wyoming District Court for the 9th Judicial District, whose address is PO Box 4460, 180 S. King St, Jackson, WY 83001 seeking dissolution of your marriage to Neida Mendoza, in his/her favor.

Unless you file an Answer or otherwise respond to the Complaint or Petition referenced above within 30 days following the last date of publication of this notice, a default judgment will be taken against you and a Decree of Divorce will be granted.

DATED this 3 day of April, 2015.

BY CLERK OF COURT:

Debbie Hassler
Clerk of District Court / Deputy
Publish: 04/08, 04/15, 04/22, 04/29/15

IN THE DISTRICT COURT OF TETON COUNTY,
WYOMING
NINTH JUDICIAL DISTRICT

CREEKSIDE VILLAGE HOMEOWNER'S
ASSOCIATION, INC., a Wyoming
nonprofit corporation,
Plaintiff

vs. Civil Action No. 16938

PAUL OLSON,

Defendant.

NOTICE OF COMPLAINT TO FORECLOSURE
OF HOMEOWNER ASSOCIATION LIEN

To: Paul Olson
P.O. Box 5924
Incline Village, NV 89450

Please take notice that a Complaint For Foreclosure Homeowner Association Lien has been filed against you in the above-entitled Court seeking judgment in its favor, against you, for all amounts due and owing for assessments relating to the real property described below, including interest thereon and late fees; for all costs and expenses, including reasonable attorneys' fees, for the filing of a notice of lien against the real property described below, and for these foreclosure proceedings including foreclosure of the real property described below; for a reasonable rent for the subject unit until sale or foreclosure; and to foreclose its lien against the real property described below for the full amounts owed for the above-specified assessments, interest, fees, costs and the like. The real property that is subject of the Complaint For Judicial Foreclosure is described as follows:

Lot 6-3 of Creekside Village, Third Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on November 17, 1992 as Plat No. 760.

PIN #22-41-16-32-4-23-003

You are required to file an answer or other response to the Complaint For Foreclosure Of Homeowner Association Lien on or before May 29, 2015, and serve a copy of the any answer or other response upon the following attorney for Plaintiff:

Frank Hess
Hess D'Amours & Krieger, LLC
PO Box 449
Jackson, Wyoming 83001

Failure to timely file an answer or otherwise response will result in default being taken against you.

Clerk of Court
Publish: 04/08, 04/15, 04/22, 04/29/15

IN THE DISTRICT COURT OF TETON COUNTY,
WYOMING
NINTH JUDICIAL DISTRICT

JACKSON HOLE RACQUET CLUB)
CONDOMINIUM ASSOCIATION,)
a Wyoming nonprofit corporation,)

Plaintiff,)
vs.) Civil Action No. 16931)

PAUL OLSON,

Defendant.)

NOTICE OF COMPLAINT FOR JUDICIAL FORECLOSURE

To: Paul Olson
PO Box 5924
Incline Village, NV 89450

Please take notice that a Complaint For Judicial Foreclosure has been filed against you in the above-entitled Court seeking judgment in its favor, against you, for all amounts due and owing for assessments relating to the real property described below, including interest thereon and late fees; for all costs and expenses, including reasonable attorneys' fees, for the filing of a notice of lien against the real property

• Public Notices •

described below, and for these foreclosure proceedings including foreclosure of the real property described below; for a reasonable rent for the subject unit until sale or foreclosure; and to foreclose its lien against the real property described below for the full amounts owed for the above-specified assessments, interest, fees, costs and the like. The real property that is subject of the Complaint For Judicial Foreclosure is described as follows:

Unit 39-1-2 of Jackson Hole Racquet Club Condominiums, Strawberry Building 3900, Teton County, Wyoming, accord-

ing to that plat recorded in the Office of the Teton County Clerk on August 3, 1979 as Plat No. 385, as further defined and described in the Amended Declaration of Condominium for Jackson Hole Racquet Club Condominium recorded in the Office of the Teton County Clerk on August 12, 1974 in Book 34, page 1 to 50, as amended.

PIN #22-41-17-11-1-61-002

You are required to file an answer or other response to the Complaint For Judicial Foreclosure on or before May 22, 2015,

and serve a copy of the any answer or other response upon the following attorney for Plaintiff:

Paul E. D'Amours
Hess D'Amours & Krieger, LLC
PO Box 449
Jackson, Wyoming 83001

Failure to timely file an answer or otherwise response will result in default being taken against you.

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