

MAY 21, 2014

TETON COUNTY NOTICES Teton County Board of Commissioners

• AGENDAS •

AGENDA
TETON COUNTY, WYOMING PLANNING COMMISSION MEETING
TETON COUNTY ADMINISTRATION BUILDING COMMISSIONERS MEETING ROOM
200 S. WILLOW IN JACKSON, WYOMING
Tuesday, May 27, 2014, 06:00 PM
PLEASE TURN OFF ALL CELL PHONES AND PAGERS DURING THE MEETING.

CALL TO ORDER
APPROVAL OF MINUTES
MATTERS FROM COMMISSION AND STAFF
OLD BUSINESS/NEW BUSINESS

1. Applicant: TETON COUNTY SCHOOL DISTRICT #1
Agent: Jackson Hole Community Housing Trust
Presenter: Susan Johnson
Permit No.: DBA2014-0002
Request: District Boundary Amendment, pursuant to Section 5150, Amendments to the Text of These Land Development Regulations or the Official Zoning District Map, of the Teton County Land Development Regulations, to rezone land currently zoned Public/Semi-Public to the Auto-Urban Residential zoning district.

Location: Lot 17, Wilson Park, Wilson, Wyoming; directly north of the Old Wilson School. Located directly north and across the street from Owen Bircher Park; (S22, T41N, R117W). The property is zoned Public/Semi-Public with no overlay.

2. Applicant: TETON COUNTY SCHOOL DISTRICT #1
Agent: Jackson Hole Community Housing Trust
Presenter: Susan Johnson
Permit No.: DEV2014-0008; VAR2014-0004; VAR2014-0005
Request: Final Development Plan approval, pursuant to Section 51200, Residential and Nonresidential Development Plans, and Variance approval, pursuant to Section 5160, Variances, of the Teton County Land Development Regulations to permit the Teton County School District to construct eleven employee housing units and vary the minimum lot size and the minimum setbacks in the Auto-Urban Residential zoning district.

Location: Lot 17, Wilson Park, Wilson, Wyoming; directly north of the Old Wilson School. Located directly north and across the street from Owen Bircher Park; (S22, T41N, R117W). The property is zoned Public/Semi-Public with no overlay.

CONSIDERATION OF UNFINISHED BUSINESS
MATTERS FROM THE PUBLIC
DEBRIEFING
ADJOURNMENT
Publish: 5/21/14

Teton County Board of Commissioners
Voucher Meeting Agenda
200 S. Willow, Jackson, Wyoming
Tuesday, May 27, 2014, 9:00 a.m.

CALL TO ORDER
MATTERS FROM COMMISSION AND STAFF
1. Consideration of May 19, 2014 County Vouchers
CONSIDERATION OF UNFINISHED BUSINESS
ADJOURNMENT
Visit www.tetonwyo.org for any changes to the agenda
Publish: 05/21/14

• PUBLIC NOTICE •

NOTICE OF PUBLIC REVIEW
TETON COUNTY PLANNING COMMISSION MEETING
Monday, June 09, 2014

Notice is hereby given that a Public Hearing will be held by the Teton County Planning Commission for the purpose of considering the applications listed below as authorized by the Wyoming State Statutes, Sections 18-5-201 through 18-5-203, et. seq. The Public Hearing will be held in the Commissioners Meeting Room of the Teton County Administration Building at 200 S. Willow in Jackson, Wyoming on Monday, June 09, 2014, in their regular meeting which begins at 06:00 PM. Information regarding the applications listed below may be obtained from the Teton County Planning and Development Department, Monday through Friday, 8:00 a.m. to 5:00 p.m., telephone 307-733-3959.

1. Applicant: TETON COUNTY PLANNING DEVELOPMENT

Permit No.: AMD2014-0001
Request: Adopt a resolution, pursuant to Section 5150, Amendments to the Text of These Land Development Regulations or the Official Zoning District Map, to extend the freeze on the use of the Planned Residential Development (PRD) tool. The ability to utilize Section 2320, Planned Residential Development will continue to be suspended by the resolution. Utilization of other sections of the Land

Development Regulations will only be suspended in conjunction with use of Section 2320.

Location: Amendment would apply countywide.
Applicant: SAVIT ASSOCIATES LLC
Permit No.: DEV2014-0005; CUP2014-0003
Request: Final Development Plan approval, pursuant to Section 51200, Residential and Nonresidential Development Plans, and a Conditional Use Permit, pursuant to Section 5140, Conditional and Special Uses, of the Teton County Land Development Regulations, to construct a monopine tower for a wireless telecommunications site.

Location: 8570 Creek Crossing Loop Road; Lot 11, Lost Creek Ranch Subdivision; generally located off of Lost Creek Ranch Road, approximately 1.7 miles east of the intersection of Lost Creek Ranch Road and Highway 89 (S36, T44N, R115W). The property is zoned Neighborhood Conservation-Planned Unit Development with no overlays.
Publish: 05/21/14

TETON COUNTY DIVISION OFFICES

• GENERAL MEETINGS •

The Teton County Weed and Pest District will hold its regularly scheduled board meeting Tuesday, May 27th at the TCWP office, 6 p.m. Any questions call Amy Collett at 733-8419.
Publish: 05/21/14

• LIQUOR LICENSES •

NOTICE OF APPLICATION FOR RESTAURANT LIQUOR LICENSE

Notice is hereby given that on the 5th day of May, 2014, the following Applicant filed an application for the issuance of Restaurant Liquor License in the office of the Clerk of the County of Teton for the following described location:
1. J Corporation, dba J Cafe, Lot 331, Tract 2 Rafter J Subdivision

And protests, if any there be, against the issuance of the license will be heard at the hour of 9:00 A.M., on the 17th day of June, 2014, in the County Commissioners Chambers in the Teton County Administration Building.
Publish: 05/21, 5/28, 06/04, 06/11/14

NOTICE OF APPLICATION FOR NEW RETAIL MALT BEVERAGE PERMIT

Notice is hereby given that on the 9th day of May, 2014 the following Applicant filed an application for the issuance of a County Retail Malt Beverage Permit in the office of the Clerk of the County of Teton for the following described locations:
1. ASPENS MARKET – Shopco Enterprises, LLC, Lot 126, Aspens 3rd Filing, Plat No. 617, Teton County, WY
And protests, if any there be, against the issuance of the license will be heard at the hour of 9:00 A.M., on the 17th day of June, 2014, in the County Commissioners Chambers in the Teton County Administration Building.
Publish: 05/21, 05/28, 06/04, 06/11/14

NOTICE OF APPLICATION FOR RESTAURANT LIQUOR LICENSE

Notice is hereby given that on the 14th day of May, 2014, the following Applicant filed an application for the issuance of Restaurant Liquor License in the office of the Clerk of the County of Teton for the following described location:
1. Fireside Resort, Inc., PIDN: 22-41-17-13-2-00-042 Pt. NW1/4NW1/4, Section 13, TWP 41, RNG 117
And protests, if any there be, against the issuance of the license will be heard at the hour of 9:00 A.M., on the 17th day of June, 2014, in the County Commissioners Chambers in the Teton County Administration Building.
Publish: 05/21, 5/28, 06/04, 06/11/14

• PUBLIC NOTICE •

NOTICE OF ACCEPTANCE AND FINAL PAYMENT TO CONTRACTOR

Teton County Swinging and Cattleman's Bridge Repairs (7-13-M)

TETON COUNTY, WY

Pursuant to W.S. 16-6-116, notice is hereby given that Teton County, WY (OWNER) has accepted the work as completed according to the plans, specifications, and rules set forth in the Contract dated November 5, 2013, between the OWNER and Westwood – Curtis Construction, Inc. (CONTRACTOR), and that the CONTRACTOR is entitled to Final Settlement thereof.

Notice is further given that on July 1, 2014, said date being the forty - first (41st) day after the first publication of this Notice, OWNER will pay to said CONTRACTOR the full amount due under the Contract.

If any individual, company, organization, or other entity has any outstanding financial claim against the CONTRACTOR

concerning Final Settlement of this Contract, the party should contact Teton County Road and Levee Department at 307.733.7190 prior to July 1, 2014.
Publish: 05/21, 05/28, 06/04/14

• CONTINUED PUBLICATION •

PUBLIC NOTICE

Notice is hereby given that Teton County will be accepting applications for a Retail Liquor License.

The Teton County Commissioners may issue one Retail Liquor License. Applications and information are available at the Teton County Clerk's Office, 200 South Willow, Suite 9, Jackson, WY. Applications must be submitted along with all accompanying documents no later than Friday, June 6, 2014 at 5:00 pm.

For more information, please contact Shelley Fairbanks, Teton County Deputy Clerk, 307-733-4430 or sfairbanks@tetonwyo.org
Publish: 05/14, 05/21, 05/28, 06/04/14

INVITATION FOR BIDS

JACKSON HOLE COMMUNITY PATHWAYS
WAYFINDING SIGN PANEL MANUFACTURING PROJECT
TETON COUNTY, WYOMING

Invitation for Bids for manufacturing and delivery of sign panels to be installed by Teton County, WY.

Notice is hereby given that Teton County, Wyoming (Owner) will receive sealed bids prior to 2:00 PM MDT on Friday, June 6, 2014 at the Teton County Engineering Office, 320 South King Street commonly known as the Old Library in Jackson, Wyoming for providing approximately 680 panels of various types and sizes ready for installation.

The drawings along with bid and Contract Documents are available electronically. Contact Gordon Gray at ggray@tetonwyo.org or 307.732.8578 to request a set of the Documents.

No bids will be opened unless sealed and filed with the Pathways Program 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 50% 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: 05/14, 05/21, 05/28/14

INVITATION FOR BIDS
JACKSON HOLE COMMUNITY PATHWAYS
WAYFINDING STEEL SIGN POST MANUFACTURING PROJECT
TETON COUNTY, WYOMING

Invitation for Bids for manufacturing and delivery of steel sign posts and associated hardware to be installed by Teton County, WY.

Notice is hereby given that Teton County, Wyoming (Owner) will receive sealed bids prior to 2:00 PM MDT on Friday, June 6, 2014 at the Teton County Engineering Office, 320 South King Street commonly known as the Old Library in Jackson, Wyoming for providing approximately 35 steel sign posts and associated hardware ready for installation.

The drawings along with bid and Contract Documents are available electronically. Contact Gordon Gray at ggray@tetonwyo.org or 307.732.8578 to request a set of the Documents.

No bids will be opened unless sealed and filed with the Pathways Program 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 50% 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: 05/14, 05/21, 05/28/14

TOWN OF JACKSON NOTICES

• REQUEST FOR BIDS •

LEGAL NOTICE

“CALL FOR BIDS”

Jackson Hole Fire/EMS is soliciting competitive, sealed bids from qualified Vendors to retrofit a current year cab & chassis to our ambulance module (MS35) as per the Bid Specifications.

Sealed bids must be submitted to the Jackson Hole Fire/EMS Administration, 40 E Pearl Avenue, P.O. Box 901, Jackson, WY 83001, no later than 11:00 am on June 4th, 2014.

The Bid Opening will take place at 3:00 pm on June 4th, 2014 at Jackson Hole Fire/EMS's Administrative Office. Please note the following information on the envelope.

Bid #2014 – Ambulance Retrofit
Jackson Hole Fire/EMS

Bid specifications will be available at the Jackson Hole Fire/EMS Administration, 40 E Pearl Avenue, Jackson, WY, between the hours of 7:30 am and 5:30 pm or at <http://www.tetonwyo.org/fire>.

For further information, please contact Maintenance Officer David Meagher, Jackson Hole Fire/EMS, (307) 733-4732 or dmeagher@tetonwyo.org.
Publish: 05/21, 05/28/14

• ORDINANCES •

ORDINANCE A

AN ORDINANCE GRANTING WESTBANK ENVIRONMENTAL SERVICES, INC. FRANCHISE FOR THE COLLECTION AND DISPOSITION OF GARBAGE, ASHES, REFUSE, 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:

Section 1. Grant of Authority. There is hereby granted to Westbank Environmental Services, Inc., hereinafter referred to as Grantee, the permission, right, privilege and non-exclusive franchise subject to the terms and-conditions as set forth in this Ordinance and the applicable laws of the State of Wyoming, to collect and dispose of garbage, ashes, refuse, recyclable refuse and compostable materials within the corporate limits of the Town of Jackson, as they now are or may hereafter be.

Section 2. Term of Franchise. The franchise and rights herein granted shall take effect from and after the final passage hereof and shall continue in force subject to the terms and conditions set forth herein for a period of ten (10) years, provided that Grantee shall file its acceptance of the terms of this franchise with the Town within thirty (30) days after final passage. At the end of the ninth year the parties shall review this agreement and make a determination with respect to an appropriate extension.

Section 3. Collection and Disposition. Grantee promises and agrees with the said Town that it will for the period of ten (10) years immediately from and after the passage of this Ordinance, collect garbage, ashes, refuse, recyclable refuse and compostable materials in the said Town and transport or cause the same to be transported in accordance with the law and the ordinances of said Town to a facility, recycling facility and/or composting facility, to pay all costs and charges therefore, and to insure its proper storage in a manner which will not become a nuisance or offensive to surrounding properties. Service shall be provided to all businesses and residences within the corporate limits of the Town of Jackson with frequency of collection being sufficient to prevent accumulation and spread of garbage, ashes, refuse, recyclable refuse and compostable materials and with hours of collection being subject to the approval of Grantor.

Section 4. Definitions. For the purposes of this Ordinance the following terms shall have the meaning given herein:

(1) Garbage. “Garbage” shall mean and include any and all kitchen refuse, rejected or wasted food, meats, fish, fowl, offal, carrion or their refuse, accumulation of fruit, vegetable or animal matter that attends the preparation, use, cooking of, or dealing in, or storing of meats, fish, fowl, fruits, vegetables or anything whatsoever which may decompose and become foul, offensive, unsanitary or dangerous to health.

(2) Ashes. “Ashes” shall have its ordinary meaning according to common usage.

(3) Refuse. “Refuse” shall mean hay, straw, shavings, excelsior, paper, ashes, rubbish, containers, boxes, glass, cans, bottles, residue from the burning or other destruction of all combustible material whatsoever, all discarded household good and office equipment, including but not limited to, washing machines, automatic or manual, dryers, water heater, couches, chairs, desks, tables, bookcases, stoves, file cabinets and other cabinets and all other such household goods and office furniture.

(4) Recyclable Refuse. “Recyclable refuse” shall mean paper, cardboard, containers, boxes, glass, scrap aluminum, aluminum cans, and bottles.

(5) Compostable Materials. “Compostable Materials” shall mean all organic and non-organic waste which is accepted by the composting facility.

(6) Answering Service. “Answering service” shall mean a person or device to answer Grantee’s office phone during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, for the purpose of taking messages for Grantee and relaying the messages to Grantee. Grantee shall check in with the answering service during business hours at intervals not to exceed four (4) hours.

Section 5. Franchise Fee. For and in consideration of the grant of the franchise and right to conduct business on the streets and alleys of the Town of Jackson as herein provided,

Grantee agrees to pay a business license fee and a franchise fee of 5% (five percent) of gross revenues per year for garbage, ashes and refuse collection services, and a franchise fee of 2% (two percent) for recyclable refuse and compostable materials. This lower recycling rate reflects the value of recycling to the Town of Jackson’s waste reduction efforts. Gross revenues shall include all sums received by Grantee from accounts situated within the corporate limits of the Town of Jackson, specifically including all charges, service fees, etc., deducting there from only any State of Wyoming sales tax which may be applicable to services rendered by Grantee. Grantee shall provide to the Town of Jackson, not later than April 30 of each year (based on a fiscal year ending December 31), financial statements prepared by an accountant upon which the franchise fee shall be determined. Concurrently with the delivery of the financial statements, Grantee shall pay to the Town of Jackson the difference between the estimated franchise fee paid as in this paragraph hereinafter set forth and the amount due based upon the financial statements. The franchise fee due and payable pursuant to this paragraph shall be payable quarterly in arrears within thirty (30) days of the close of the quarter. Each year, the estimated quarterly payments will be one-fourth (1/4) of the franchise fee due and payable for the previous year. In the event the estimated payment shall exceed the franchise fee due and payable for any year, then the excess payment shall be credited against the next succeeding year’s estimated quarterly payments. The franchise fee set forth herein may be modified by the Town Council of the Town of Jackson upon thirty (30) days notice to Grantee in the event that the cost of doing business shall increase substantially for other like franchisees.

Section 6. Equipment. Grantee agrees to furnish a press truck of at least sixteen (16) yards in capacity and agrees to maintain the truck in good and safe operating condition and to provide personnel in sufficient numbers to properly conduct Grantee’s business. Grantee agrees that, in addition to the equipment aforesaid, it will at all times have a flat-bed truck to transport large items which cannot be transported in a press truck, and further, should the population demand, Grantee will purchase additional equipment for service.

Section 7. Rights and Privileges. The said Town, in consideration of the foregoing promises and agreements on the part of the Grantee, hereby promises and agrees that Grantee shall have, and it is hereby given, the non-exclusive right and privilege to maintain a garbage, ashes, refuse, recyclable refuse and compostable materials collection service in the said Town for the term of this franchise, and the right and privilege to collect, have and retain all charges and fees for such garbage, ashes, refuse, recyclable refuse and compostable materials collection specified in Section 15 below, subject to any and all statutes or rules and regulations of the State of Wyoming.

Section 8. Salvage Rights. It is further agreed that Grantee shall become the absolute owner of all garbage, ashes, refuse, recyclable refuse and compostable materials to be collected under this agreement, and Grantee shall have the right to salvage such portions of the said garbage, ashes, refuse, recyclable refuse and compostable materials to be, and which is, collected as it may in its discretion deem advisable. All proceeds received from salvage operations shall be the property of Grantee without any obligation on the part of Grantee to account to the Town for such proceeds so recovered.

Section 9. Conduct of Work. Grantee, his employees or agents, engaged in the collection of-garbage, ashes, refuse, recyclable refuse and compostable materials shall immediately upon emptying receptacles replace the cover thereon and set such receptacles in an upright position. Grantee, his employees or agents, shall exercise reasonable care in the handling of garbage, ashes, refuse, recyclable refuse and compostable materials and the receptacles containing the same. Grantee may not burn any garbage, ashes, refuse, recyclable refuse or compostable materials but must haul all garbage, ashes, refuse, recyclable refuse and compostable materials, except that set forth in Section 8 of this Ordinance, to the nearest Teton County approved location or facility by the shortest possible route, taking into account traffic conditions, weather conditions and pedestrian traffic in determination of the route to be used. Grantee, his employees or agents, shall insure in the hauling of garbage, ashes, refuse, recyclable refuse and compostable refuse that no spillage occurs and that the garbage, ashes, refuse, recyclable refuse and compostable materials be hauled in such a manner so as not to scatter enroute, covering any vehicle used for the hauling of garbage, ashes, refuse, recyclable refuse and compostable refuse where necessary and practical to do so and shall see to its proper storage.

Section 10. Liability for Expense. It is further agreed and expressly understood by both parties that in no case will the said Town, nor any officer thereof, be liable for any portion of the expense of the work aforesaid, or for any delinquency in the payment of said garbage, ashes, refuse, recyclable refuse and compostable materials collection fees or charges.

Section 11. Termination; Right of Town to Carry on Work; Damages. It is further agreed that should-Grantee fail or refuse to carry out the terms of this franchise, the Town Council of the Town of Jackson may cancel the same thirty (30) days after receipt by Grantee of written notice of default delivered or mailed to the Grantee, unless within the said thirty-(30) day period the Grantee cures the failure or refusal to comply.

Section 12. Performance Bond. It is further agreed that within five (5) days after effective date of this contract, Grantee shall file with the Town Clerk of said Town a surety or cash bond to guarantee the faithful performance of this agreement in the sum of One Thousand Dollars (\$1,000.00).

Section 13. Office Maintenance; Public Service. As further consideration for the execution of this franchise, Grantee agrees that at all times during the term of this agreement it will maintain an office and/or an answering service which shall be active during normal business hours and where a representative of Grantee may be contacted by persons desiring garbage, ashes, refuse, recyclable refuse and compostable materials collection services.

Section 14. Assignment. It is further mutually agreed by the parties hereto that the franchise herein granted may not be assigned without the prior written consent of the Town of Jackson.

Section 15. Rates and Fees. It is further agreed that Grantee shall be and is hereby authorized to collect such rates or fees for collection of garbage, ashes, refuse, recyclable refuse and compostable materials as Grantee shall reasonably establish from time to time. The Town of Jackson, as Grantor, reserves the right to regulate the fees in the event the Town of Jackson shall determine in its sole discretion that a monopoly situation exists by virtue of the elimination of competition

for such services within the corporate limits of the Town of Jackson, or in the event the Town shall determine, after public hearing, duly advertised with thirty (30) days’ advanced notice to all franchisees holding franchises for the collection and disposal of garbage, ashes, refuse, recyclable refuse and compostable materials within the corporate limits of the Town of Jackson, that existing competition is ineffective in regulating rates charged by franchisees and that the best interest of the people of the Town of Jackson require that either due to lack of competition or ineffective price competition, rates charged by such franchisees have risen to unreasonable or “monopolistic” levels.

Section 16. Review of Terms and Conditions. It is further agreed that the terms and conditions of this franchise may be reviewed upon thirty (30) days written notice by either party to the other and any adjustment will not affect the validity of this franchise.

Section 17. Binding Effect This franchise shall be binding upon the heirs, administrators, successors and assigns of Grantee.

Section 18. Annexation of the Town of Jackson. Grantee and Town agree that in the event of an annexation to the Town of an area already being served by the Grantee, the additional area so annexed shall become subject to this franchise agreement.

Section 19. Pick-Up Locations. Garbage, ashes, refuse, recyclable refuse and compostable materials pick-up shall be at the front property line, in the alley, or at the nearest possible point to the property being served, or as may otherwise be provided from time to time by Ordinance of the Town of Jackson.

Section 20. Severability. If any provision 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 21. Ordinances Re-pealed. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 22. Effective Date This Ordinance shall become effective from and after the date of its passage.

Publish: 05/21/14

ORDINANCE B

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 313, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 325, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 413, AND SECTION 15.20.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON BY CHANGING THE VERSION OF THE NATIONAL ELECTRICAL CODE ADOPTED BY REFERENCE FROM THE 2011 EDITION TO THE 2014 EDITION, WITH CERTAIN AMENDMENTS AND FOR ALLOWING ELECTRICAL PERMIT FEES TO BE SET BY RESOLUTION OF THE TOWN COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.
BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED, THAT:
SECTION I.

Section 2 of Town of Jackson Ordinance No. 313, Section 1 of Town of Jackson Ordinance No. 325, Section 1 of Town of Jackson Ordinance No. 413, and Section 15.20.010 of the Municipal Code of the Town Of Jackson are hereby amended and reenacted to read as follows:

15.20/10 Adoption of the National Electrical Code
A.The National Electrical Code, including Tables, Appendices and Uniform Administrative Code Provisions, by references, 2014 Edition, NFPA 70 (a document of the National Fire Protection Association, Inc.) with the following amendments:

1. ARTICLE 230, Services, SECTION VI, Service Equipment – Disconnecting Means, SUBSECTION 230.7, (A), (1) Readily Accessible Location, replace with:

The service disconnecting means of all services over 200 ampere in size shall be installed outside of the building or structure at a readily accessible location nearest the point of entrance of the service location. Feeders to other buildings or structures will require a disconnect on the exterior.

2. ARTICLE 250, Grounding, SECTION III, Grounding Electrode System and Grounding Electrode Conductor, SUBSECTION 250.52, (A), (3) Concrete-Encased Electrode, Add sentence:

All services over 200 amperes in size shall have at least 20 ft in length of bare copper conductor sized in accordance with Table 250-66 installed in the foundation footers and with enough length added to connect in the main disconnect.

3. ARTICLE 300, Wiring Methods, SECTION I, General Requirements, SUBSECTION 300.1, Scope, SUBSECTION (A) All Wiring Installations, Add:

All electrical wiring installed in buildings, structures or premises designed using the International Building Code located in Teton County shall be installed in accordance with the following wiring methods:

1. Article 320, Armored Cable: Type AC
2. Article 330, Metal-Clad Cable: Type MC
3. Article 332, Mineral-Insulated, Metal-Sheathed Cable: Type MI
4. Article 342, Intermediate Metal Conduit: Type IMC
5. Article 344, Rigid Metal Conduit, Type RMC
6. Article 348, Flexible Metal Conduit, Type FMC
7. Article 350, Liquid-tight Flexible Metal Conduit: Type LFMC
8. Article 358, Electrical metallic Tubing: Type EMT

| Valuation of Electrical Work | Fee |
|------------------------------|-------|
| 1.00 to 500.00 | 27.23 |
| 500.01 to 600.00 | 30.75 |
| 600.01 to 700.00 | 34.32 |
| 700.01 to 800.00 | 33.84 |
| 800.01 to 900.00 | 41.36 |
| 900.01 to 1,000.00 | 44.94 |
| 1,000.01 to 1,100.00 | 48.46 |
| 1,100.01 to 1,200.00 | 51.98 |

Public Notices

| | | | |
|-----------|----|-----------|--------|
| 1,200.01 | to | 1,300.00 | 55.55 |
| 1,300.01 | to | 1,400.00 | 59.07 |
| 1,400.01 | to | 1,500.00 | 62.59 |
| 1,500.01 | to | 1,600.00 | 66.17 |
| 1,600.01 | to | 1,700.00 | 69.69 |
| 1,700.01 | to | 1,800.00 | 73.21 |
| 1,800.01 | to | 1,900.00 | 76.78 |
| 19,00.01 | to | 2,000.00 | 80.30 |
| 2,000.01 | to | 3,000.00 | 90.86 |
| 3,000.01 | to | 4,000.00 | 105.00 |
| 4,000.01 | to | 5,000.00 | 119.13 |
| 5,000.01 | to | 6,000.00 | 133.32 |
| 6,000.01 | to | 7,000.00 | 147.46 |
| 7,000.01 | to | 8,000.00 | 161.65 |
| 8,000.01 | to | 9,000.00 | 175.78 |
| 9,000.01 | to | 10,000.00 | 189.92 |
| 11,000.01 | to | 12,000.00 | 204.11 |
| 12,000.01 | to | 13,000.00 | 218.24 |
| 13,000.01 | to | 14,000.00 | 232.43 |
| 14,000.01 | to | 15,000.00 | 246.57 |
| 15,000.01 | to | 16,000.00 | 260.70 |
| 16,000.01 | to | 17,000.00 | 274.89 |
| 17,000.01 | to | 18,000.00 | 303.22 |
| 18,000.01 | to | 19,000.00 | 317.35 |
| 19,000.01 | to | 20,000.00 | 331.49 |
| 20,000.01 | to | 21,000.00 | 345.68 |
| 21,000.01 | to | 2,2000.00 | 359.81 |
| 22,000.01 | to | 23,000.00 | 374.00 |
| 23,000.01 | to | 24,000.00 | 388.14 |
| 24,000.01 | to | 25,000.00 | 402.27 |

25,000.01 to 50,000.00 \$402.27 for the first \$25,000.00 plus \$10.62 for each additional

\$1,000.00 or fraction thereof,

to and including \$50,000.00.

50,000.01 to 100,000.00 \$667.70 for the first \$50,000.00 plus \$7.10 for each additional

\$1,000.00 or fraction thereof,

to and including \$100,000.00.

100,000.01 and up \$1,021.68 for the \$100,000.00 plus \$5.89 for each additional

\$1,000.00 or fraction thereof.

Temporary Services – a fee of \$25.00 will be charged for all temporary services to be connected.

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall take effect from and after the date of its publication following approval and adoption.

Publish: 05/21/14

• CONTINUED PUBLICATION •

PUBLIC NOTICE

NOTICE OF APPLICATION FOR NEW RESTAURANT LIQUOR LICENSE

Notice is hereby given that King Sushi Company LLC d/b/a King Street Sushi has filed an application in the Office of the Town Clerk of the Town of Jackson, Teton County, Wyoming, for a new Restaurant Liquor License. The date of filing, the name of the said applicant and the description of the place or premises which the applicant desires to use as the place of sale are as follows:

Date: April 14, 2014

Name: King Sushi Company LLC d/b/a King Street Sushi
Location Address: Lot 9, Block 1, Cache-1, 75 King Street, Jackson WY

Dispensing Room Description: 5' 4" x 6' 6" room in northwest corner of building

Protest, if any there be, against the issuance of the license will be heard at the hour of 6:00 pm or as soon thereafter as the matter can be heard, on the 27th day of May, 2014, before the Town Council of the Town of Jackson, Teton County, Wyoming, in the Council Chambers of the Town Hall at 150 East Pearl Avenue.

Dated this April 21, 2014

Olivia Goodale, Town Clerk

Publish: 04/30, 05/07, 05/14, 05/21/14

GENERAL PUBLIC NOTICES

• CIVIL ACTIONS •

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

JAMIE LYNN MEJIA,
Plaintiff,

v. Civil Action No. 39916

JOAQUIN MEJIA-ANDRADE,
Defendant.

NOTICE OF PUBLICATION

TO:Joaquin Mejia-Andrade, Defendant

You are hereby notified that on the 17th day of April, 2014, Plaintiff filed her Verified Complaint for Divorce in the above-referenced Court, wherein Plaintiff prays that a divorce be granted.

Notice is further given that you are hereby summoned and required to file with the Clerk and serve upon the Plaintiffs attorney, Collin Hopkins, of The Law Offices of Collin Hopkins, P.C., 705 E. Washington Ave., Riverton, Wyoming 82501, an answer to the Verified Complaint for Divorce which is here-with served upon you, within 30 days after the date of the

first publication of this notice. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Verified Complaint for Divorce.

DATED this 2 day of May, 2014.

Kristi Green, Clerk of District Court
P.O. Box 370
Lander, WY 82520

Publish: 05/21, 05/28, 06/04, 06/11/14

• PUBLIC NOTICE •

STATE OF WYOMING

Department of Environmental Quality/Division of Air Quality
PUBLIC NOTICE

Chapter 6, Section 2(m) of the Wyoming Air Quality Standards and Regulations provides that prior to a final determination on an application to construct a new source, opportunity be given for public comment and/or public hearing on the information submitted by the owner or operator and on the analysis underlying the proposed approval or disapproval. The regulation further requires that such information be made available in at least one location in the affected air quality control region, and that the public be allowed a period of thirty (30) days in which to submit comments. A public hearing will be conducted only if in the opinion of the administrator sufficient interest is generated or if an aggrieved party so requests. Notice is hereby given that the State of Wyoming, Department of Environmental Quality, Division of Air Quality, proposes to approve a request by the following applicant to construct a new source in Teton County, Wyoming.

Riverside Contracting, Inc.
5571 Alloy South
Missoula, MT 59808-8413

The applicant has requested permission to install a portable hot mix asphalt plant to be initially located at the Spread Creek pit in the NE¼SE¼ of Section 15, T44N, R114W, approximately five (5) miles south of Moran, in Teton County, Wyoming. Maximum production for the portable hot mix asphalt plant is reported at 806,400 tons per year (tpy) and 400 tons per hour (tph) and will use up to a maximum of thirty-five percent (35%) Recycled Asphalt Pavement (RAP). A copy of the permit application and the agency's analysis is available for public inspection at the Teton County Clerk's Office, Jackson, Wyoming. In accordance with the Americans with Disabilities Act, special assistance or alternate formats will be made available upon request for individuals with disabilities.

Written comments may be directed to Steven A. Dietrich, Administrator, Division of Air Quality, Department of Environmental Quality, 122 W. 25th St., Cheyenne, Wyoming 82002 or by fax (307) 777-5616. Please reference AP-15948 in your comment. Comments submitted by email will not be included in the public record. All comments received by 5:00 p.m., Friday, June 20, 2014 will be considered in the final determination on this application.

Publish: 05/21/14

PUBLIC NOTICE

STATE OF WYOMING

Department of Environmental Quality/Division of Air Quality
Annual Monitoring Network Plan

The Wyoming Air Quality Division (AQD) will submit the Wyoming Ambient Air Monitoring Annual Network Plan 2014 to EPA Region 8 in accordance with 40 CFR 58.10. The AQD is soliciting comments from the interested public on this network plan. The plan is available for public comment, and the public will be allowed a period of thirty (30) days to submit written comments.

Notice is hereby given the State of Wyoming, Department of Environmental Quality, Division of Air Quality, proposes to submit the Wyoming Ambient Monitoring Annual Network Plan 2014 to EPA.

The Division's Monitoring Supervisor is Cara Keslar, Ambient and Emission Monitor Supervisor, Division of Air Quality, Department of Environmental Quality, 122 West 25th Street 2-E, Cheyenne, Wyoming 82002 at (307) 777-7391. Interested parties may examine the documentation packet and relevant supporting materials on AQD's website <http://deq.state.wy.us/aqd/Annual%20Network%20Plans.asp> as well as the Division's Cheyenne office. Arrangements can be made with the Division to copy relevant materials, if necessary (a fee will be assessed for reproductions). In accordance with the Americans with Disabilities Act, special assistance or alternate formats will be made available upon request for individuals with disabilities.

Public comments must be received no later than June 16, 2014. All comments received by the close of business on June 21, 2014 will be submitted to EPA's Region 8 along with the plan and will be retained on file in the Cheyenne office.

Publish: 05/21/14

• FORECLOSURES •

FORECLOSURE SALE NOTICE 3

WHEREAS, default in the payment of principal and interest has occurred under the terms of a promissory note ("Note") and real estate mortgage ("Mortgage"). The Mortgage dated October 22, 2002, was executed and delivered by Connie Stevens Fisher ("Mortgagor(s)") to Luxury Mortgage Corp., as security for the Note of the same date, and said Mortgage was recorded on October 31, 2002, at Reception No. 581175 in Book 475 at Page 318 in the records of the office of the County Clerk and ex-officio Register of Deeds in and for Teton County, State of Wyoming; and
WHEREAS, the mortgage was assigned for value as follows:

Assignee: Lehman Brothers Bank, FSB
Assignment dated: October 31, 2002
Assignment recorded: July 19, 2004
Assignment recording information: at Reception No. 628653 in Book 558 at Page 613

Assignee: Mortgage Electronic Registration Systems, Inc. A Delaware Corporation
Assignment dated: July 6, 2004
Assignment recorded: July 19, 2004
Assignment recording information: at Reception No. 628656 in Book 558 at Page 615

Assignee: CitiMortgage, Inc.
Assignment dated: March 12, 2010
Assignment recorded: March 19, 2010
Assignment recording information: at Reception No. 769532 in Book 752 at Page 842

Assignee: THE BANK OF NEW YORK, AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES 2002-27A
Assignment dated: October 30, 2013
Assignment recorded: November 12, 2013
Assignment recording information: at Reception No. 848162 in Book 858 at Page 751

All in the records of the County Clerk and ex-officio Register of Deeds in and for Teton County, Wyoming.

WHEREAS, the Mortgage contains a power of sale which by reason of said default, the Mortgagee declares to have become operative, and no suit or proceeding has been instituted at law to recover the debt secured by the Mortgage, or any part thereof, nor has any such suit or proceeding been instituted and the same discontinued; and

WHEREAS, written notice of intent to foreclose the Mortgage by advertisement and sale has been served upon the record owner and the party in possession of the mortgaged premises at least ten (10) days prior to the commencement of this publication, and the amount due upon the Mortgage on the date of first publication of this notice of sale being the total sum of \$2,700,272.93 which sum consists of the unpaid principal balance of \$2,572,667.61 plus interest accrued to the date of the first publication of this notice in the amount of \$72,424.58, plus other costs in the amount of \$55,180.75, plus attorneys' fees, costs expended, and accruing interest and late charges after the date of first publication of this notice of sale;

WHEREAS, The property being foreclosed upon may be subject to other liens and encumbrances that will not be extinguished at the sale. Any prospective purchaser should research the status of title before submitting a bid;

NOW, THEREFORE THE BANK OF NEW YORK, AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES 2002-27A, as the Mortgagee, will have the Mortgage foreclosed as by law provided by causing the mortgaged property to be sold at public venue by the Sheriff or Deputy Sheriff in and for Teton County, Wyoming to the highest bidder for cash at 10:00 o'clock in the forenoon on June 12, 2014 at the front door of the Teton County Courthouse located at 180 S. King St., Jackson, WY, Teton County, for application on the above-described amounts secured by the Mortgage, said mortgaged property being described as follows, to-wit: LOT 30 OF INDIAN SPRINGS RANCH, TETON COUNTY, WYOMING, ACCORDING TO THAT PLAT RECORDED IN THE OFFICE OF THE TETON COUNTY CLERK ON SEPTEMBER 2, 1992 AS PLAT NO. 757.

with an address of 350 S. Indian Springs Drive, Jackson, WY 83001.

Together with all improvements thereon situate and all fixtures and appurtenances thereto.

THE BANK OF NEW YORK, AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES 2002-27A
By: The Castle Law Group, LLC
123 West 1st Street, Ste. 400
Casper, WY 82601-0000
(307) 333-5379
Publish: 05/21, 05/28, 06/04, 06/11/14

FORECLOSURE SALE NOTICE

WHEREAS, default in the payment of principal and interest has occurred under the terms of a promissory note ("Note") and real estate mortgage ("Mortgage"). The Mortgage dated October 8, 2007, was executed and delivered by Redeem D Sumicad, and Mayling Sumicad ("Mortgagor(s)") to Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Bank, FSB its successors and assigns, as security for the Note of the same date, and said Mortgage was recorded on November 26, 2007, at Reception No. 717096 in Book 683 at Page 1031 in the records of the office of the County Clerk and ex-officio Register of Deeds in and for Teton County, State of Wyoming; and
WHEREAS, the mortgage was assigned for value as follows:

Assignee: BANK OF AMERICA, N.A.
Assignment dated: May 11, 2012
Assignment recorded: May 21, 2012
Assignment recording information: at Reception No. 814627 in Book 809 at Page 690

All in the records of the County Clerk and ex-officio Register of Deeds in and for Teton County, Wyoming.

WHEREAS, the Mortgage contains a power of sale which by reason of said default, the Mortgagee declares to have become operative, and no suit or proceeding has been instituted at law to recover the debt secured by the Mortgage, or any part thereof, nor has any such suit or proceeding been instituted and the same discontinued; and

WHEREAS, written notice of intent to foreclose the Mortgage by advertisement and sale has been served upon the record owner and the party in possession of the mortgaged premises at least ten (10) days prior to the commencement of this publication, and the amount due upon the Mortgage on the date of first publication of this notice of sale being the total sum of \$75,658.90 which sum consists of the unpaid principal balance of \$73,503.59 plus interest accrued to the date of the first publication of this notice in the amount of \$1,914.86, plus other costs in the amount of \$240.45, plus attorneys' fees, costs

• Public Notices •

expended, and accruing interest and late charges after the date of first publication of this notice of sale;

WHEREAS, The property being foreclosed upon may be subject to other liens and encumbrances that will not be extinguished at the sale. Any prospective purchaser should research the status of title before submitting a bid; NOW, THEREFORE BANK OF AMERICA, N.A., as the Mortgagee, will have the Mortgage foreclosed as by law provided by causing the mortgaged property to be sold at public venue by the Sheriff or Deputy Sheriff in and for Teton County, Wyoming to the highest bidder for cash at 10:00 o'clock in the forenoon on June 12, 2014 at the front door of the Teton County Courthouse located at 180 S. King St., Jackson, WY, Teton County, for application on the above-described amounts secured by the Mortgage, said mortgaged property being described as follows, to-wit:

SITUATED IN THE COUNTY OF TETON AND STATE OF WYOMING LOT 318 OF RAFTER J RANCH SUBDIVISION, TETON COUNTY, WYOMING, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE CLERK OF TETON COUNTY ON JANUARY 6, 1978 AS PLAT NO 330

with an address of 3060 S Bridle Dr, Jackson, WY 83001.

Together with all improvements thereon situate and all fixtures and appurtenances thereto.

BANK OF AMERICA, N.A.
By: The Castle Law Group, LLC
123 West 1st Street, Ste. 400
Casper, WY 82601-0000
(307) 333-5379

Publish: 05/21, 05/28, 06/04, 06/11/14

• CONTINUED PUBLICATION •

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that in accordance with Chapter 18-35-306 Wyoming Statutes, 1977, as amended, Thomas Hansen and Judith Hofflund, Trustees, of The Hofflund-Hansen Trust, owner, of Lot 23 and Lot 24, Tucker Ranch, intends to apply for a permit to adjust the boundary line between the two properties within Teton County. The project is generally located at 3305 and 3335 Tucker Ranch Road.

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: 05/14, 05/21/14

FORECLOSURE SALE NOTICE

Notice is hereby given that Timothy Jackson is the owner of fractional interests in The Teton Club condominium, namely; an undivided 2/48ths fee simple ownership interest as tenant in common in and to Unit (Club Residence) No. 209 of THE TETON CLUB, A CONDOMINIUM, according to the Declaration of Condominium recorded for said property on September 5, 2000 in Book 405 of Photo, Pages 75 through 190 of the records of the office of the Teton County Clerk and according to that plat recorded in the Office of the Teton County Clerk on September 5, 2000 as Plat No. 995, Teton County, State of Wyoming, also referred to as Prime Summer 31 Float Spring 17 Float. The owner of said fractional interests is in default having not made monthly payments for homeowner's assessments owed the Teton Club Owner's Association, Inc. thereunder. A Statement Of Claim Of Homeowner's Association Lien was filed against his fractional interests on May 29, 2013 in Book 844, pages 791-795 in the office of the Teton County Clerk ("Lien"). Thereafter a Complaint was filed in the District Court of Teton County, Wyoming against the owner on the outstanding lien assessments and a Default Judgment was issued on November 7, 2013 allowing the Teton Club Owner's Association, Inc. to foreclose upon defendant's fractional interest in the properties described above by advertisement and sale in the Jackson Hole News & Guide in the amount of the assessments owed, plus the costs and attorney's fees in filing the Lien with the Teton County Clerk, filing this civil action, and of foreclosure. The amount due and owing on the date of the first publication of this notice of sale for the sale of the Unit 209 fractional interests is Four Thousand Four Hundred Eighty Dollars (\$4,480.00) plus interest, costs of publication and foreclosure, and attorney's fees accruing after the date of first publication of this notice of sale. Teton Club Owner's Association, Inc. gave notice of not less than ten (10) days from the date of said notice to Timothy Jackson by certified mail, return receipt requested, as the record owner and person entitled to possession of said lien properties of its intent to commence foreclosure of said Lien by advertisement and sale. The properties may be subject to other liens and encumbrances that will not be extinguished at the sale and any prospective purchaser should research the status of title before submitting a bid.

Pursuant to said Lien, the Wyoming statutes, and the Default Judgment rendered, said Lien will be foreclosed and above-described real properties will be collectively sold by the Teton County Sheriff on June 5, 2014 at 10:00 a.m. on the front steps of the Teton County Courthouse, 180 S. King, Jackson, Wyoming.

Publish: 05/14, 05/21, 05/28, 06/04/14

STATE OF WYOMING COUNTY OF TETON

IN THE DISTRICT COURT NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE
OF
KIMBERLY ANN CARPENTER,
Deceased

NOTICE OF PROBATE

TO ALL PERSONS INTERESTED IN SAID ESTATE:

YOU ARE HEREBY NOTIFIED that on the 28th day of April, 2014, the Last Will and Testament of the Decedent was admitted to probate by the above named court, and that Marie Dorothy Beatty, of Las Cruces, New Mexico, was appointed Personal Representative thereof. Any action to set aside the Will shall be filed in the Court within three (3) 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 the Decedent or to her estate are requested to make immediate payment to the undersigned at 123 W. 1st Street, Suite 620, Casper, Wyoming 82601.

Creditors having claims against the 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 (3) 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.

DATED this 1st day of May, 2014.

Craig I. Shanor
Attorney for the Estate of Kimberly Ann Carpenter.
123 W. 1st Street, Suite 620
Casper, WY 82601

Publish: 05/14, 05/21, 05/28/14

A new view on real estate in Jackson Hole

