

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.

March 18, 2020

TETON COUNTY NOTICES Teton County Board of Commissioners

• MEETING NOTICES •

Teton County Board of Commissioners
Voucher Meeting Notice
200 S. Willow, Jackson, Wyoming
Friday, March 20, 2020, 2:00 p.m.
Meeting agenda is available on tetoncountywy.gov
Meeting streaming is available online.
Be advised the online meeting agendas may be revised up until 5:00pm the day before the meeting.
Publish: 03/18/20

Teton County Board of Commissioners
Meeting Notice
No meetings are scheduled for the week March 23 to March 27, 2020.
Publish: 03/18/20

• PUBLIC NOTICE •

NOTICE OF PUBLIC REVIEW
TETON COUNTY BOARD OF COUNTY COMMISSIONERS MEETING
Tuesday, May 5, 2020

Notice is hereby given that a Public Hearing will be held by the Teton County BOARD OF COUNTY COMMISSIONERS for the purpose of considering the applications listed below pursuant to the Wyoming State Statutes, Sections 16-3-101, et. seq. 18-5-201, et. seq. and 18-5-301, et. seq. as applicable. The Public Hearing will be held in the Commissioners Meeting Room of the Teton County Administration Building at 200 S. Willow Street in Jackson, Wyoming on Tuesday, May 5, 2020, in their regular meeting which begins at 09:00 AM. Information regarding the applications listed below may be obtained from the Teton County Planning and Development Department, Monday through Friday, 8:00 AM to 5:00 PM, telephone 307-733-3959.

1. Applicant: TETON COUNTY
Permit No.: AMD2020-0001
Request: Proposal to amend the Teton County Land Development Regulations (LDRs), pursuant to Section 8.7.1, to update standards of Division 6.1. Allowed Uses that regulate outdoor reception events and to update any references to outdoor reception events that occur throughout the LDRs as necessary. Teton County has complied with the requirements of Wyoming State Statute § 9-5-304 pertaining to the Wyoming Regulatory Takings Act.
Location: County-wide
Publish: 03/18/20

NOTICE OF PUBLIC HEARING
JACKSON TOWN COUNCIL AND TETON COUNTY BOARD OF COUNTY COMMISSIONERS MEETING
Public Hearing on Monday, May 4, 2020

Notice is hereby given that a Public Hearing will be held jointly by the Town of Jackson Town Council and the Teton County Board of County Commissioners for the purpose of considering modifications and enhancements to the Draft Updated Jackson/Teton County Comprehensive Plan as part of Phase 3 of the Growth Management Program Review. The hearing is scheduled for Monday, May 4, 2020 at 1:00 PM at the Town Hall, 150 East Pearl Avenue in Jackson, WY. For further information, please contact the Joint Long-Range Planning Division at 733-3959 [Item P19-129 Malone]

Sherry L. Daigle, Teton County Clerk
Publish: 03/18/20

TETON COUNTY DIVISION OFFICES

• REQUEST FOR BIDS •

ADVERTISEMENT FOR BIDS

Notice is hereby given that the Teton County School District #1 Jackson, Wyoming will receive Separate Sealed BIDS from qualified contractors to remove skylights and roof over openings with asphalt shingles on the Jackson Elementary School located at 155 N Jean Street, Jackson, Wyoming.

Scope to include but not be limited to: Provide all necessary materials, labor and equipment to remove and dispose of skylights, roof over openings, repair surrounding areas as needed, furnish and install specified underlayment and roofing material, and all other ancillary work required to deliver a turnkey project.

Bids will be received by the Teton County School District at

the Maintenance Office located at 1230 South Park Loop Road, Building B, Jackson, WY 83001 until 2PM (Local Time), April 1, 2020 and then at said office opened and read aloud. A building walk will be held on March 30th at 10:00 AM.

CONTRACT DOCUMENTS may be requested by contacting Deanna Harger at dharger@tcsd.org or Ralph Greene at rgreene@tcsd.org.

By providing a bid estimate for the above noted work the contractor is certifying that the work can be completed between the dates of June 15, 2020 and September 1, 2020. Work will be permitted at any time provided work is done in accordance with an approved traffic plan and approved working dates.

THE OWNER RESERVES THE RIGHT TO REFUSE ANY AND ALL BIDS
Publish: 03/18, 03/25/20

ADVERTISEMENT FOR BIDS

Notice is hereby given that the Teton County School District #1 Jackson, Wyoming will receive Separate Sealed BIDS from qualified contractors to furnish and install a new asphalt shingle and metal roof on the Colter Elementary School located at 1855 High School Road, Jackson, Wyoming.

Scope to include but not be limited to: Provide all necessary materials, labor and equipment to strip and dispose of existing roof, repair existing sheathing as necessary, furnish and install specified underlayment and roofing material, replace all vent pipe boots etc, and all other ancillary work required to deliver a turnkey project.

Bids will be received by the Teton County School District at the Maintenance Office located at 1230 South Park Loop Road, Building B, Jackson, WY 83001 until 3PM (Local Time), April 1, 2020 and then at said office opened and read aloud. A building walk will be held on March 30th at 3:30PM.

CONTRACT DOCUMENTS may be requested by contacting Deanna Harger at dharger@tcsd.org or Ralph Greene at rgreene@tcsd.org.

By providing a bid estimate for the above noted work the contractor is certifying that the work can be completed between the dates of June 15, 2020 and September 1, 2020. Work will be permitted at any time provided work is done in accordance with an approved traffic plan and approved working dates.

THE OWNER RESERVES THE RIGHT TO REFUSE ANY AND ALL BIDS
Publish: 03/18, 03/25/20

ADVERTISEMENT FOR BIDS

Jackson, Wyoming
Teton County Trash Transfer Station Water System Improvements (2020)

Notice is hereby given that the Teton County Integrated Solid Waste and Recycling (ISWR) is accepting Bids for a general contract for the construction of the Teton County Trash Transfer Station Water System Improvements (2020) project. Sealed Bids for the construction of the Project will be received at the Office of the TCISWR, PO Box 9088, located at 3270 S. Adams Canyon Road Jackson, WY 83002 until Thursday, April 16th, 2020 at 2:00 PM. At that time the Bids received will be publicly opened and read. Bids shall be sealed in an envelope plainly marked with the Bidder's name and the following title: "Teton County Trash Transfer Station Water System Improvements (2020)."

The Project generally consists of installation of 1670 LF of 3" and 4" HPDE water main; 850 LF of 4" HDPE water main via horizontal directional drilling; 8 gate valves; 2 water services; 3 blow-off hydrants; air vacuum/release and check valve manhole; well metering manhole; water service meter vault; 20,000 gallon fiberglass storage tank; well re-development; water system electrical and controls; composing operations electrical including 1740 LF of buried conduit, sectionalizing cabinet, transform(s) and panels; site reclamation of approximately 12-acres of disturbed area associated with water system construction and the landfill closure project; temporary drip irrigation system and incidentals.

The Issuing Office for the Bidding Documents is: Nelson Engineering, P.O. Box 1599, 430 S. Cache St., Jackson, WY 83001, 307-733-2087, cpape@nelsonengineering.net.

Prospective Bidders may obtain the Bidding Documents from the issuing office. All official notifications, addenda, and other Bidding Documents will be offered only through the issuing office. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated issuing office.

Questions regarding the Bidding Documents should be directed to Josh Kilpatrick, PE, Nelson Engineering, jkilpatrick@nelsonengineering.net (Ph: 307-733-2087, or Cell: 307-690-2086).

A MANDATORY Pre-bid Conference for the Project will be held on Tuesday, April 7, 2020 at 2:00 PM at the Recycling Center Offices, 3270 S. Adams Canyon Road Jackson, WY.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents. A bid security in the amount of 5% of the bid shall accompany each bid. All bids are to be prepared in accordance with the Bidding Documents. Responsible Wyoming bidders will be given a 5% preference.

The Teton County ISWR reserves the right to reject any and all bids, and to waive all informalities. Further, the Teton County ISWR may accept any bid which in its opinion best serves its interests.
Publish: 03/18, 03/25, 04/01/20

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS FOR TETON COUNTY LIBRARY YOUTH AUDITORIUM AUDIOVISUAL SYSTEM

The Teton County Library is seeking proposals from qualified audiovisual firms to design, install and maintain an upgraded audiovisual system in the library's Youth Auditorium located at 125 Virginian Lane, Jackson, WY 83001. Scheduled onsite visit with library staff required for all firms submitting proposals. Visits shall be scheduled upon the library's receipt of a Letter of Intent.

An information packet is available at the library or electronically by contacting:

Isabel Zumel, Assistant Director
Teton County Library
125 Virginian Lane
PO Box 1629
Jackson, WY 83001
izumel@tclib.org
1-307-733-2164, x3101

The deadline for proposal submissions is Thursday, April 23, 2019 by 3:00PM. Teton County Library reserves the right to enter into a contract with any entity based solely upon the initial response to the Request for Proposals.
Publish: 03/18, 03/25, 04/01/20

• PUBLIC NOTICE •

The Teton County Weed and Pest District has cancelled the regular monthly board meeting for March. The next meeting will be Tuesday, April 28 at noon at the District offices at 7575 South Highway 89. Questions please call 733-8419.
Publish: 03/18/20

• CONTINUED PUBLICATIONS •

INVITATION FOR BIDS
2020 TETON COUNTY ROADS AND PARKING LOTS SWEEPING PROJECT
PROJECT NO. 1-20-M
TETON COUNTY, WYOMING

Invitation for Bids for sweeping of paved County roads and parking lots located in Teton County, Wyoming. The project generally consists of furnishing all labor, equipment, transportation, traffic control, dust control and miscellaneous incidentals for sweeping of paved Teton County roads and parking lots.

Notice is hereby given that Teton County, Wyoming, hereinafter referred to as the "Owner", will be accepting sealed Bids for the 2020 Teton County Roads and Parking Lots Sweeping Project. Sealed Bids will be received at the office of the Teton County Road & Levee Department, 3190 South Adams Canyon Drive, Jackson, Wyoming until 9:00 AM MDT on Wednesday, March 25, 2020, at which time the Bids received will be publicly opened and read aloud.

Any Bids received later than the time specified will be rejected and returned unopened to the Bidder.

Prospective Bidders may obtain the Contract Documents from the office of the Teton County Road & Levee Department, 3190 South Adams Canyon Drive, Jackson, Wyoming. No deposit will be required. Questions regarding obtaining a set of the Contract Documents shall be directed to the Teton County Road & Levee Department at 307.733.7190.

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".

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

END OF INVITATION
Publish: 03/04, 03/11, 03/18/20

• Public Notices •

INVITATION FOR BIDS TETON COUNTY ROAD DUST CONTROL PROJECT PROJECT NO. 2-20-M TETON COUNTY, WYOMING

Invitation for Bids for application of dust control agent to various County roads in Teton County, Wyoming. Total project length is approximately 13.3 miles. Start and final completion dates for construction are May 26, 2020 and June 30, 2020, respectively.

Notice is hereby given that Teton County, Wyoming, herein-after referred to as the “Owner”, will be accepting sealed Bids for the Teton County Road Dust Control Project. Sealed Bids will be received at the office of the Teton County Road & Levee Department, 3190 South Adams Canyon Drive, Jackson, Wyoming until 10:00 AM MDT on Wednesday, March 25, 2020, at which time the Bids received will be publicly opened and read aloud.

Any Bids received later than the time specified will be rejected and returned unopened to the Bidder.

Prospective Bidders may obtain the Contract Documents from the office of the Teton County Road & Levee Department, 3190 South Adams Canyon Drive, Jackson, Wyoming. No deposit will be required. Questions regarding obtaining a set of the Contract Documents shall be directed to the Teton County Road & Levee Department at 307.733.7190.

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”.

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

END OF INVITATION
Publish: 03/04, 03/11, 03/18/20

NOTICE OF ACCEPTANCE AND FINAL PAYMENT TO CONTRACTOR

THE GROVE PHASE 3 GROVE PHASE 3 HABITAT PHASE 2 SITE IMPROVEMENTS PRELIMINARY

TETON COUNTY, WY

Pursuant to W.S. 16-6-116, notice is hereby given that the Jackson/Teton County Housing Authority, Jackson, WY (OWNER) has accepted the work as completed according to the plans, specifications, and rules set forth in the Contract March 19, 2019, between the OWNER and FC Excavation (CONTRACTOR), and that the CONTRACTOR is entitled to Final Settlement thereof.

Notice is further given that on March 31, 2020, 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 Stacy Stoker / Jackson Teton County Affordable Housing Department at P. O. Box 714, Jackson, WY, 83001, sstoker@tetoncountyywy.gov, or 307.732.0867 prior to March 31, 2020.
Publish: 02/19, 02/26, 03/04, 03/11, 03/18, 03/25/20

TOWN OF JACKSON NOTICES

• OFFICIAL PROCEEDINGS •

SPECIAL JOINT INFORMATION PROCEEDINGS – UNAPPROVED. TOWN COUNCIL AND BOARD OF COUNTY COMMISSIONERS MEETING

MARCH 12, 2020 JACKSON, WYOMING

The Jackson Town Council met in conjunction with the Teton County Commission in a special joint information meeting (JIM) located in the Town Council Chambers located at 150 East Pearl Avenue at 11:01 A.M. Upon roll call the following were present:

TOWN COUNCIL: Vice-Mayor Hailey Morton Levinson, Arne Jorgensen, Jim Stanford, and Jonathan Schechter. Mayor Pete Muldoon joined by telephone. COUNTY COMMISSIONERS: Chair Natalia Macker, Mark Newcomb, Mark Barron, and Greg Epstein. Luther Propst joined by telephone. STAFF: Larry Pardee, Roxanne Robinson, Tyler Sinclair, Lea Colasuonno, Susan Scarlata, Carl Pelletier, Chief Todd Smith, Roger Schultz, Alyssa Watkins, Erin Weisman, Keith Gingery, Sheriff Matt Carr, Kristen Waters, Melissa Shinkle, Katie Smits, Rich Ochs, Chief Brady Hansen, April Norton, Darren Brugmann, Steve Ashworth, Jodie Pond, and Sandy Birdyshaw.

Vice-Mayor Morton Levinson stated that Mayor Muldoon was not able to physical attend the meeting as he had been diagnosed with the flu and asked that the Council’s meeting rules be suspended to allow him to participate by telephone. A motion was made by Jim Stanford and seconded by Arne Jorgensen to suspend Section 3. Quorum in Chapter 2 of the Town Council’s Rules and Procedures to allow Mayor Muldoon to fully participate in this special meeting by telephone. Vice-Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried for the Town.

Vice-Mayor Morton Levinson stated this special meeting was to talk about COVID-19 and large special events upcoming in the town and county. The Town and County were working with local, regional, and state health officials to prepare for local cases of the virus and ensure effective communication and coordination. She urged the community to work together

to protect the vulnerable members of our community and first responders. Social distancing seems to have been an effective measure against the virus spreading.

Chair Macker thanked those who have been working around the clock to inform and advance our community planning, our goal is to mitigate the impacts and slow transmission as much as possible. The Town and County are addressing continuity of operations within the government.

COVID-19 and Special Event Planning. Dr. Paul Beaupre, the Chief Executive Office of St. John’s Health, commented on social distancing, calling the hotline to review symptoms before going to doctor or emergency room to reduce the risk to healthcare providers, and testing capabilities. Jodie Pond, Director of Teton County Public Health presented a situational and regional awareness update, mitigation for large events, testing capabilities, CDC mitigation guidelines, having a very narrow opportunity to intervene so the healthcare system is not overwhelmed. The Council and Commission held discussion with Ms. Pond and Dr. Beaupre.

Jackson Hole Fire and EMS Chief Brady Hansen, Chief of Police Todd Smith, and Emergency Management Coordinator Rich Ochs made staff comment. The Council and Commission held discussion with staff.

Public comment was given by: Mary Kate Buckley of the Jackson Hole Mountain Resort regarding the Rendezvous Fest, Anna Olsen of the Chamber of Commerce regarding economics, Cory Milligan of New West Knife Works, Virginia Simmons, Dr. Gillian Chapman Superintendent of Teton County School District, Jeff Glighty of Snow King Mountain Resort, Bob Culver, Megan Gallagher from Jackson Hole Food and Wine, Brian Gallagher of the Jackson Hole Travel and Tourism Board, and Jim Waldrop of The Wort Hotel and Million Dollar Cowboy Bar. Because the continuation of these special events presents a clear and present danger to the participants and the public, a motion was made by Jim Stanford and seconded by Arne Jorgensen to direct the Town Manager to revoke the special event permit and any other associated permits for the following events the March 19-22 World Championship Hill Climb, the March 20 Octane Addictions, and the March 27 Rendezvous Music Fest on the Town Square. Vice-Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried for the Town.

On behalf of the County, a motion was made by Mark Newcomb and seconded by Greg Epstein to direct the Board of County Commissioners’ Administrator to deny or revoke Compliance Certificates for the following events, the March 21 Quarter Cookout at the Stilson lot and the March 26-29 Jackson Hole Rendezvous Fest in the Mountain Resort parking lot, for the reasons of public health nuisance. Chair Macker called for the vote. The vote showed all in favor and the motion carried for the County.

Adjourn. On behalf of the Town, a motion was made by Jonathan Schechter and seconded by Jim Stanford to adjourn. The vote showed all in favor and the motion carried for the Town. On behalf of the County, a motion was made by Mark Barron and seconded by Greg Epstein to adjourn the meeting. The vote showed all in favor and the motion carried for the County. The meeting adjourned at 12:32 p.m. minutes:spb

Publish: 03/18/20

• PUBLIC HEARINGS •

PUBLIC HEARING

The Town of Jackson Town Council will hold a public hearing to consider a request to amend Section 8.10 Duties and Responsibilities of the Town of Jackson Land Development Regulations (LDRs) to modify and update Section 8.10.1 Planning Director and to add the position of Community Development Director with related duties and responsibilities. The hearing is scheduled for Monday, April 6, 2020, beginning at 6:00 p.m. at the Town Hall, 150 East Pearl Avenue, Jackson, WY. For further information, please contact the Planning Dept. at 733-0440, Ext. 1301. [Item P19-187 Sinclair]
Publish: 03/18/20

The Town of Jackson Planning Commission will hold a public hearing to consider a request for approval of a Development Plan and Hillside CUP for a land division/2- lot subdivision at the property located 808 Upper Redmond Road, legally known as, PT. N1/2 SE1/4, SEC. 34, TWP. 41, RNG. 116 TRACT C-1, PT. TRACT C-2. The hearing is scheduled for Wednesday, April 15, 2020, beginning at 5:30 p.m. at the Town Hall, 150 East Pearl Avenue, Jackson, WY. The application can be viewed online at: <http://townofjackson.com/467/Current-Applications>. For further information, please contact the Planning Dept. at 733-0440, Ext. 1302. [Item P20-035 & 036 Conboy]
Publish: 03/18/20

• ORDINANCES •

TOWN ORDINANCE 1246

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:

SECTION I.
WHEREAS, the Town Council, having determined that Jackson Curbside Inc (“Grantee”) is willing to provide the services, facilities, and equipment necessary to meet the needs and interests of the Town of Jackson, Wyoming (“Franchising Authority” or “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 franchise 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 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.

Paragraph 1. Grant of Authority. There is hereby granted to Jackson Curbside 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 franchise agreement (“Franchise”) and the applicable laws of the State of Wyoming, to collect and dispose of recyclable refuse and compostable materials within the corporate limits of the Town of Jackson, as they now are or may hereafter be.

Paragraph 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 five (5) 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 fourth year the parties shall review this agreement and make a determination with respect to an appropriate extension.

Paragraph 3. Collection and Disposition. Grantee promises and agrees with the said Town that it will for the period of five (5) years immediately from and after the passage of this Ordinance, collect 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 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 recyclable refuse and compostable materials and with hours of collection being subject to the approval of Grantor.

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

A. Recyclable Refuse. “Recyclable refuse” shall mean all recyclable materials accepted now, or as amended during the term of this Franchise, by the Teton County Integrated Solid Waste and Recycling Center.

B. 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.

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

Paragraph 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 2% (two percent) of gross revenues per year. This 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.

Paragraph 6. Late Payments. In the event any payment is not received on the date due, Grantee shall pay interest on the amount due, at the prime rate charged by the bank the Franchising Authority uses as its main depository, on the date the payment was due plus three percent (3%), calculated from the date the payment was originally due until the date the Franchising Authority receives the payment. If Grantee fails to pay any sums herein specified within fifteen (15) days of being due, such failure to pay shall be treated as a default.

Paragraph 7. Books and Records. The Grantee agrees that the Franchising Authority upon reasonable notice to the Grantee may review and such of its books and records as are kept in the normal course of business at the Grantee’s business office, during normal business hours and on a non-disruptive basis, as is reasonably necessary to ensure compliance with the terms hereof. Provided that, if the business office is not in the Town, the record must be produced to the Franchising Authority at the Town Hall, unless the parties agree to production at some other locations. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to publicly disclose information which it reasonably deems to be proprietary or confidential in nature, absent an appropriate order of a court or agency of competent jurisdiction. The Franchising Authority agrees to treat any information disclosed by the Grantee and marked as confidential as such pending a contrary determination, and only to disclose it to employees, representatives, agents or consultants that have a need to know and that have agreed to maintain the confidentiality of the materials in accordance with law.

Paragraph 8. 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 Recyclable Refuse and Compostable

• Public Notices •

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 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.

Paragraph 9. Salvage Rights. It is further agreed that Grantee shall become the absolute owner of all Recyclable Refuse and Compostable Materials to be collected under this Franchise, and Grantee shall have the right to salvage such portions of the said 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. Paragraph 10. Conduct of Work. Grantee, his employees or agents, engaged in the collection of- 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 Recyclable Refuse and Compostable Materials and the receptacles containing the same. Grantee may not burn any Recyclable Refuse and Compostable Materials but must haul all 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 Recyclable Refuse and Compostable Materials that no spillage occurs and that the 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 Recyclable Refuse and Compostable Materials where necessary and practical to do so and shall see to its proper storage.

Paragraph 11. Indemnification. Except to the extent caused by the gross negligence or willful misconduct of Franchising Authority or its employees, Grantee agrees to indemnify, save, and hold harmless, and defend the Franchising Authority, its elected officials, employees, contractors, boards, commissions and agents, from and against any liability for damages and from any liability or claims (including judgments, decrees, court costs, and defense costs), arising out of or related in any manner to Grantee's operations within the corporate limits of the Town, the exercise of the privileges granted herein by Franchising Authority, or the acts or omissions of the Grantee, its officers, employees, contractors, or agents, related in any way to the franchise granted herein. Provided, the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within fifteen (15) days of service of a claim or action subject to this Section. If Grantee assumes the defense in a timely manner, and the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

Paragraph 12. 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 Recyclable Refuse and Compostable Materials collection fees or charges.

Paragraph 13. 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.

Paragraph 14. Office Maintenance; Public Service. As further consideration for the execution of this Franchise, Grantee agrees that at all times during the term of this Franchise 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 Recyclable Refuse and Compostable Materials collection services.

Paragraph 15. 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.

Paragraph 16. Rates and Fees. It is further agreed that Grantee shall be and is hereby authorized to collect such rates or fees for collection of 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 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.

Paragraph 17. Enforcement. In the event the Franchising Authority determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may: A. Commence an action in court seeking any relief which may be available; and

B. In the case of a default of a material provision of the Franchise, declare the Franchise to be revoked.

Paragraph 18. 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.

Paragraph 19. 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.

Paragraph 20. Pick-Up Locations. 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. Paragraph 21. Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party upon actual receipt when hand delivered, when sent by nationally recognized overnight courier, or sent by certified or registered mail, postage prepaid, return receipt requested.

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

Town of Jackson
Town Administrator
P.O. Box 1689
150 E. Pearl Avenue
Jackson, WY 83001
The notices or responses to the Grantee shall be addressed as follows:

Jackson Curbside Inc.
Attn: Kelly French
P.O. Box 10645
Jackson, WY 83002
Paragraph 22 Miscellaneous Provisions.

A. Binding Effect. This Franchise shall be binding upon the heirs, administrators, successors, and assigns of Grantee.

B. 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 and effect for the term of the Franchise, or any renewal or renewals thereof.

C. Sovereign Immunity. The Franchising Authority does not waive its sovereign immunity by entering into this Franchise Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Franchise.

D. 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.

E. Controlling law. This Franchise is to be governed by the law of the State of Wyoming, its conflict of laws provisions excepted.

F. Non-Waiver. Failure of Franchising Authority or Grantee to insist on strict performance of any of the conditions, covenants, terms or provisions of this Franchise or to exercise any of its rights hereunder shall not waive such rights, but either party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Grantee to Franchising Authority after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

G. Effective Date. The effective date of this Franchise is upon the effective date as adopted by the Jackson Town Council pursuant to the provisions of applicable law.

H. Descriptive Headings. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

ACCEPTANCE OF FRANCHISE AGREEMENT
The undersigned hereby accept the terms and conditions set forth in the foregoing Franchise Ordinance.

JACKSON CURBSIDE, INC. TOWN OF JACKSON
Kelly L. French Pete Muldoon, Mayor
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 become effective after its passage, approval, and publication.
PASSED 1ST READING THE 18TH DAY OF FEBRUARY, 2020.

PASSED 2ND READING THE 2ND DAY OF MARCH, 2020.
PASSED 3RD READING AND APPROVED THE 16TH DAY OF MARCH, 2020.

Dated this March 12, 2020
S. Birdyshaw, Town Clerk
Publish: 03/18/20

GENERAL PUBLIC NOTICES

• NAME CHANGE •

1995 Karavan Flatbed Trailer
VIN: 186K08104SH001006
Fees Due: \$6,141.90

2006 Polaris Dragon RMK 900 Snowmachine
VIN: SN1PM8DS66C619400
Fees Due: \$6,141.90

2010 Skidoo 800 Snowmachine
VIN: 2BPCSWAA0AV000170
Fees Due: \$6,201.90

Auction Date is April 1, 2020. Auction is held at 1175 S. Highway 89, Jackson WY 83002. If you have any questions, please call 307-733-8697 and ask for Megan or Sheila.

Publish: 03/18, 03/25/20

• STORAGE AUCTIONS •

Notice is hereby given that on Wednesday, April 8th, 2020. The undersigned, Storage Stables, 3400 South US Hwy 89, (307) 733-6876, in the city of Jackson, county of Teton, state of Wyoming, will sell by Competitive Online bidding at www.storageauctions.net (search auctions in zip code 83001) the personal property heretofore stored with the undersigned by:

storageauctions.net (search auctions in zip code 83001) the personal property heretofore stored with the undersigned by:

1. Anthony Saladino
708 La Loma Lane
Corona, California 92879
Storage Unit # A39 (Old West location)

2. Cindy Desoto
P.O. Box 8821
Jackson, Wyoming 83002
Storage Unit # A53 (old west location)

3. Nik Omarzu
P.O. Box 55
Moose, Wyoming 83012
Alt address: 4231 Broadway, Unit 732
Oakland, California 94611
Storage Units 903 and 919 both 10X10's

4. Robert Johnson
P.O. Box 9864
Fountain Valley, California 92728
Unit # 809

Publish: 03/18, 03/25, 04/01/20

• PUBLIC NOTICE •

PROPOSED DISCHARGE OF DREDGED OR FILL MATERIAL TO WATERS IN THE FISH CREEK DRAINAGE

The Wyoming Department of Environmental Quality (WDEQ) has received a request from Pioneer Environmental Services, Inc. on behalf of Jackson Hole Mountain Resort (JHMR) for State certification of U.S. Army Corps of Engineers (USACE) Nationwide Permit #42, for discharge of dredged or fill material to Dicks Ditch, an unnamed intermittent stream and nearby wetlands within the Fish Creek drainage near Teton Village, Wyoming. The purpose of this project is to upgrade and improve the Lower Tram Line at JHMR to make the ski run groom-able by snow cats. All waters within the Fish Creek drainage are designated Class 1 waters where point source discharges are prohibited except for storm water and construction related discharges. This certification will require meeting the provisions in Chapter 1, Section 7(b) of the WDEQ Water Quality Rules and Regulations, which allows these discharges under certain circumstances.

Proposed activities include removing surface rocks on the upper two thirds of the run and grading the lower third of the run. Grading will remove a high ridge line and the re-distributed cut material (8,750 cubic yards) will fill approximately 0.04 acre of wetland and 875-foot segment of an unnamed intermittent stream. A new channel will be constructed on the surface of the re-graded area that matches the size and contours of the original intermittent stream segment. In addition, approximately 400 linear feet of Dicks Ditch will be relocated to an old channel that will connect back to the current Dicks Ditch channel approximately 360 feet downstream. An existing culvert located in Dicks Ditch will be extended by 40-feet. Approximately 1,050 cubic yards of fill material will be imported to complete the project.

Requests for information about the proposed water quality certification should be directed to Eric Hargett by email (eric.hargett@wyo.gov) or phone (307-777-6701). Comments must be addressed to Eric Hargett, Wyoming DEQ/WQD, 200 W. 17th Street – 4TH floor, Cheyenne, WY, 82002, and be postmarked on or before 5:00 p.m. on April 1, 2020 to be considered. Phone or email comments will not be accepted.

Publish: 03/18/20

• INTENT TO SUBDIVIDE •

NOTICE OF INTENT TO SUBDIVIDE
Notice is hereby given that, in accordance with Wyoming Statutes § 18-5-306, Teton Landing LLC intends to apply for a permit to subdivide in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at 733-0440 for scheduled meeting dates. The proposed subdivision will contain 7 lots. The property is approximately 1.29 acres, is comprised of 2 parcels (one of which has a street address of 115 Nelson Drive), and is generally described as being a portion of the NE1/4 NE1/4 of Section 34, Township 41N, Range 116W. The parcel identification numbers for the 2 parcels which comprise the property are 22-41-16-34-1-00-030 and 22-41-16-34-1-00-031. The name of the proposed subdivision is Teton Landing Addition to the Town of Jackson.

Publish: 03/18, 03/25/20

• CONTINUED PUBLICATIONS •

STATE OF WYOMING) IN THE DISTRICT COURT
) ss.)
COUNTY OF Teton) WYOMING JUDICIAL DISTRICT
IN THE MATTER OF THE) Civil Action Case No. 18192
CHANGE OF NAME OF)
marlette)
Amy D. Santo)
Petitioner)

NOTICE OF PUBLICATION

You are hereby notified that a *Petition For Change of Name*, Civil Action No. 18192, has been filed on behalf of (current full name) Amy Marlette Disanto in the Wyoming District Court for the WYOMING Judicial District, whose address is (address of District Court) 180 S. King St, Jackson, WY 82001, the object and prayer of which is to change the name of the above-named person from Amy Marlette Disanto to Amy Lane (current full name) (desired full name)

Any objection must be filed with the District Court within 30 days following the last date

• Public Notices •

of publication of this notice, or an Order Granting Name Change may be granted without further notice.

DATED this 2nd day of MARCH, 2020.

BY CLERK OF COURT:

Clerk of District Court / Deputy



Publish: 03/11, 03/18, 03/25, 04/01/20

1994 Isuzu Amigo
VIN: JACCG07E7R9800098
Fees Due: \$8,675.00

2001 Chevrolet Impala
VIN: 2G1WF55KX19141528
Fees Due: \$4,924.60

2003 Cadillac Escalade
VIN: 3HYFK66N13G297817
Fees Due: \$12,580.00

1997 GMC C7500
VIN: 1GDL7H1J3VJ513934
Fees Due: \$7,875.00

2014 GMC YUKON
VIN: 1GKS2KE72E223183
Fees Due: \$7,790.00

1975 PLYMOUTH DUSTER
VIN: VL29C5G125101
Fees Due: \$9,672.10

2002 Toyota 4Runner
VIN: JT3GN86R720234194
Fees Due: \$6,575.00

1992 Nissan Pathfinder
VIN: JN8HD17Y9NW027795
Fees Due: \$8,640.00

Auction Date is March 25, 2020. Auction is held at 1175 S. Highway 89, Jackson WY 83002. If you have any questions, please call 307-733-8697 and ask for Megan or Sheila.
Publish: 03/11, 03/18/20

NOTICE OF CONTRACTOR'S SETTLEMENT

County of Teton

State of Wyoming

Notice is hereby given that on or after the 21st day of April 2020, final settlement will be made by Jackson Hole Airport Board, for and on account of the contract of said:

Kodiak America LLC

for the furnishing and installation of the acquisition of equipment for the Jackson Hole Airport, Schedule I of WYDOT Project No. AJA-002A and any person, co-partnership, association or corporation who has an unpaid lien against said Kodiak America LLC for or on account of the furnishing of labor; materials, team hire, sustenance, provision, provender or other supplies used or consumed by such Contractor or any of the subcontractors in or about the performance of said work, may at any time up to and including said time of final settlement on said 21st day of April 2020, file a verified statement in the amount due and unpaid on account of such claim with Jackson Hole Airport Board.

Failure on the part of the claimant to file such final statement will relieve said Owner from all and any liability for such claim.

Jackson Hole Airport Board
State of Wyoming
Publish: 03/11, 03/18, 03/25/20

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

In the Matter of the Estate of)
Newbold Morris,)
Probate Action No. 3323)
Deceased.)
_____)

NOTICE OF PROBATE

TO ALL PERSONS INTERESTED IN SAID ESTATE:

You are hereby notified that on the 10th day of February, 2020, the Last Will and Testament of the above named Decedent, who died on January 14th, 2020, was admitted to probate by the above named Court, and James E. Stanford was issued Letters Testamentary appointing him 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 De-

cedent or his estate are requested to make immediate payment to James E. Stanford at P.O. Box 3252, Jackson, WY 83001.

Creditors having claims against Decedent or his estate are required to file them in duplicate with the necessary vouchers, in the office of the Clerk of said Court, whose address is P.O. Box 4460, Jackson, WY 83001, (307) 733-2533, 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.

James E. Stanford
Personal Representative
P.O. Box 3252
Jackson, WY 83001

Publish: 03/04, 03/11, 03/18/20

IN THE DISTRICT COURT OF TETON COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

BLUEGRASS OWNERS ASSOCIATION,)
a Wyoming Nonprofit Corporation,)
)
Plaintiff,)
)
)
vs.)
Civil Action No. 17950)
VIRGINIA W. WOODROW)
)
)
Defendant.)
_____)

TO: Virginia W. Woodrow c/o Mull & Marsh, PLLC, Attorneys at Law, 10421 West Coggins Drive, Sun City AZ 85351. NOTICE IS HEREBY GIVEN that on the 26th day of February, 2020, an Amended Complaint was filed against you in the above named Court, the object of the prayer of which is to foreclose upon assessment liens filed by the Plaintiff against certain interests in real property located in Teton County, Wyoming in the Bluegrass Condominium Project together with interest accruing thereon, accruing assessments, costs of foreclosure and attorney's fees. You are required to file an answer to said Amended Complaint in the District Court for the County of Teton, Ninth Judicial District, P.O. Box 1727, Jackson, Wyoming, 83001 and upon the undersigned, attorney for the Plaintiff, Lea Kuvinka, Kuvinka & Kuvinka PC, P.O. Box 3007, Jackson, WY 83001 no later than April 28, 2020 or default judgment may be taken against you for the relief requested therein if you fail to appear.
DATED this 26 day of February, 2020.

By: /s/
Deputy Clerk of Court

Publish: 03/04, 03/11, 03/18, 03/25/20



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