

Jackson Hole News&Guide

PublicNOTICES

What is a Public Notice?

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.

DECEMBER 24, 2024

TETON COUNTY NOTICES

Teton County Board of Commissioners

• PUBLIC NOTICE •

NOTICE TO APPROPRIATORS OF WATER

Public notice is hereby given that the following listed water users have submitted proofs of appropriation and/or construction under the following permits as approved by the State Engineer. The below-listed proofs of appropriation or construction will be held open for public inspection from January 6 through January 10, 2025, during the hours of 9:00 a.m. until 5:00 p.m., at the following location(s): Board of Control, 115 Park Street, Cokeville, Wyoming; and State Engineer's Office, Herschler Building 2W, 122 West 25th Street, Cheyenne, Wyoming. Any person claiming a water right interest in the same sources of supply to which the below-advertised proofs refer may inform the Water Division Superintendent of his/her desire to contest the rights of the person or persons seeking adjudication. The statement of contest shall be presented within fifteen days after the closing of the public inspection and shall state with reasonable certainty the grounds of the contest. The statement must be verified by the sworn affidavit of the contestant, his/her agent or attorney. If no contest is initiated as allowed by Section 41-4-312, Wyoming Statutes, 1977, the advertised proofs will be submitted to the State Board of Control for consideration during its meeting beginning on February 3, 2025, with the Division Superintendent's recommendation that certificates of appropriation or construction be issued.

| CLAIMANT | PERMIT NO. | FACILITY | PRIORITY DATE | SOURCE OF SUPPLY | APPROP. AMOUNT | USE(S) |
|---|------------|---|----------------|---|----------------|---------------------------------------|
| Ellen Jane Raisbeck Revocable Living Trust | P15697R | Raisbeck Ponds #1, 2, and 3 | May 24, 2023 | In the drainage of Snake River and receives water from Raisbeck #2 Well, Permit No. U.W. 189096 | 0.6635 AF | Wildlife |
| Ellen Wilson Qualified Spendthrift Trust | P15826R | Wilson Reservoir | Dec. 22, 2023 | In the drainage of the Gros Ventre River, tributary Snake River, and receives water from Enl. Fishel No. 3 Well, Permit No. U.W. 220067 | 0.17 AF | Wildlife |
| Gould 2023 Joint Trust | P32432D | Centrella Sprinkler #2 | Sept. 11, 2000 | Hill Creek, tributary Spring Creek or Rapid Creek, tributary Teton Creek, tributary Teton River, tributary Henry's Fork, tributary Snake River | 0.056 CFS | Domestic |
| Lake Creek Ranch, LLC | P7287E | Mathieu Enl. Huyler Snake River Ditch | Nov. 12, 1996 | Snake River | 10.0 Acres | Irrigation |
| Lioutaud Family Trust | P14204R | O. C. Smith #1 Reservoir | Jan. 16, 2014 | In the drainage of Snake River and receives water from Lioutaud No. 1 Well, Permit No. U.W. 218983 | 7.1 AF | Wetland; Recreation; Fish Propagation |
| Lisa M. Davidson Revocable Trust; Purcell-Landau Family Trust | P11300R | Riverview Ranch Reservoir | Feb. 1, 2001 | Alluvial flows of the Snake River; also receives water from Riverview No. 1 Well, Permit No. U.W. 167509 | 3.81 AF | Wildlife |
| Melton Family Living Trust | P15565R | Melton Reservoir | July 14, 2022 | In the drainage of Gizmoe Draw, tributary Fish Creek, tributary Snake River; and receives water from Melton No. 1 Well, Permit No. U.W. 217360 | 0.78 AF | Wildlife |
| Teresa Shilling Wyoming Residence Trust | P15781R | Shilling Reservoir | Sept. 25, 2023 | In the drainage of East Price Slough, tributary Price Slough, tributary Snake River, and receives water from Enl. D. Peters Well #1, Permit No. U.W. 219480 | 0.02 AF | Recreation |
| USA – Bridger Teton National Forest | P32860D | Turpin Meadows Outfitter Corrals Pipeline 1 | Aug. 21, 2003 | Buffalo Fork, tributary Snake River | 0.07 CFS | Stock |
| USA – Bridger Teton National Forest | P32861D | Turpin Meadows Outfitter Corrals Pipeline 2 | Aug. 21, 2003 | Buffalo Fork, tributary Snake River | 0.20 CFS | Stock |
| USA – Bridger Teton National Forest | P32862D | Turpin Meadows Outfitter Corrals Pipeline 3 | Aug. 21, 2003 | Buffalo Fork, tributary Snake River | 0.13 CFS | Stock |
| USA – Bridger Teton National Forest | P32863D | Turpin Meadows Outfitter Corrals Pipeline 5 | Aug. 21, 2003 | Buffalo Fork, tributary Snake River | 0.17 CFS | Stock |
| USA – Bridger Teton National Forest | P32864D | Turpin Meadows Outfitter Corrals Pipeline 6 | Aug. 21, 2003 | Buffalo Fork, tributary Snake River | 0.12 CFS | Stock |
| USA – Bridger Teton National Forest | P33909D | Granite Creek Campground Spring | Mar. 12, 2008 | G C Spring, tributary G C Springs Draw, tributary Granite Creek, tributary Hoback River, tributary Snake River | 0.056 CFS | Domestic Supply |
| USA – Bridger Teton National Forest | P34906D | North Fork Spread Creek No. 1 Pipeline | Feb. 3, 2012 | North Fork Spread Creek, tributary Spread Creek, tributary Snake River | 0.056 CFS | Domestic; Stock |
| USA – Bridger Teton National Forest | P36620D | Dog Creek Camp No. 1 Pump | Aug. 2, 2021 | Dog Creek, tributary Snake River | 0.056 CFS | Domestic; Stock |
| W. J. Overlock Jr. and Katherine S. Overlock | P12224R | Overlock #1 Reservoir | Apr. 15, 2005 | In the drainage of Little Bar BC Spring Creek, tributary Osborn Spring Branch, tributary Eynon Spring, tributary Gros Ventre River, tributary Snake River, and receives water from Overlock #1 Well, Permit No. U.W. 166935 | 0.28 AF | Wetlands |

KEVIN PAYNE, SUPERINTENDENT
WATER DIVISION IV
115 PARK STREET
P.O. BOX 277
COKEVILLE, WY 83114
(307) 279-3441
Publish: 12/24/24

• MEETING NOTICES •

Teton County Board of Commissioners
Voucher Meeting Notice
200 S. Willow, Jackson, Wyoming
Monday, December 30, 2024, 9:00 a.m.
Meeting agenda is available on tetoncountywy.gov
Meeting streaming is available online.
Be advised the online meeting agendas may be revised until 5:00pm the day before the meeting.
Publish: 12/24/24

• OFFICIAL PROCEEDINGS •

OFFICIAL SUMMARY PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS, TETON COUNTY, WYOMING
The Teton County Board of Commissioners met in regular meeting on November 25, 2024 in the Commissioners Chambers located at 200 S. Willow in Jackson, Wyoming. The meeting was called to order at 9:04 a.m.
Commission present: Natalia Macker, Vice-Chair, Mark Newcomb, Greg Epstein, and Wes Gardner were present. Luther Propst was absent.
ADOPT AGENDA
A motion was made by Commissioner Epstein and seconded by Commissioner Newcomb to adopt the agenda as presented. Vice-Chair Macker called for a vote. The vote showed all in favor and the motion carried 4-0.
PUBLIC COMMENT
There was no public comment.
ACTION ITEMS
1. Consideration of Payment of County Vouchers

A motion was made by Commissioner Newcomb and seconded by Commissioner Epstein to approve the November 25, 2024 county voucher run in the amount of \$2,461,382.42.
A second motion was made by Commissioner Newcomb and seconded by Commissioner Epstein to approve a second run in the amount of \$14, 057.62 for election judges.
Vice-Chair Macker called for a vote. The vote showed all in favor and the motions carried 4-0.

The Board directed staff to provide more information for specific fuel vouchers.
2. Consent Agenda for Administrative Items
a. 24-Hour Liquor Permits
b. SLIB Drawdowns
c. Tax Corrections
d. Human Service/Community Development Contracts for Service
i. Wyoming Immigrant Advocacy Project
A motion was made by Commissioner Newcomb and seconded by Commissioner Gardner to approve the contracts for service pursuant to the adopted FY2025 budget appropriations for Wyoming Immigrant Advocacy Project. Vice-Chair Macker called for a vote. The vote showed all in favor and the motion carried 4-0.
3. Consideration of Proposed Outgoing Commissioner Correspondence – none.
4. Three-month Proposal for AI Services Pilot Program for Property Valuation
Melissa Shinkle, Teton County Assessor, presented to the Board for consideration of approval a pilot program for AI property valuation.
Keith Gingery, Chief Deputy County Attorney, clarified two aspects of the proposal.
Melissa Shinkle answered questions from the Board.

How to place a Public Notice
Jackson Hole News&Guide • PO Box 7445
Jackson, WY 83002 • (307) 733-2047

Rate: \$23.00 per column inch

Preferred Method of Submission is via Email in a Word/Text document to Legals@jhnewsandguide.com. Legals submitted via hard copy or PDF will be charged a typsetting fee of \$50.00 per typed page

LEGAL DEADLINE: THURSDAY AT 3:00 PM

Keith Gingery answered a question from the Board.
There was no public comment.
A motion was made by Commissioner Epstein and seconded by Commissioner Newcomb to approve the assessor's participation in a 3-month Pilots Phase with C3 AI for the testing of AI technology in the appraisal of real property for \$1.00. Vice-Chair Macker called for a vote. The vote showed none in favor and the motion failed 4-0.
DISCUSSION ITEMS
1. Known Matters for Discussion
A. Monthly Updates
i. Parks & Recreation – Steve Ashworth, Director of Parks and Recreation, gave updates regarding Karns Meadow, upcoming public notice for outfitter certification, Rec Center construction projects status, and Rec Center usage and revenue analysis, and answered questions from the Board.
ii. Housing – April Norton, Housing Director, gave updates regarding compliance and staffing.
iii. Administration – Jodie Pond, Interim County Commissioners Administrator, answered a question regarding fuel vouchers, and gave updates regarding new commissioner onboarding, upcoming BCC retreat, staff training, and recruitment.
iv. START – Bruce Abel, START Director, gave updates regarding START ridership, budget, Winter 2024/2025 service, airport shuttle, communications, a Five-Year Strategic Transit Development Plan (TDP) and Comprehensive Fare Study, Smart Card fare payment system, Proterra buses, Transit Signal Priority (TSP), new vehicle purchases, and compliance, and answered questions from the Board.
v. Regional Transportation – Charlotte Frei, Regional Transportation Planning Administrator, gave updates regarding Regional Needs Assessment with the Federal Highway Administration, WY22 NEPA study, staffing, mobility hubs, Millward/Simpson garage, Traffic Impact Study for 90 Virginian Lane, pathways survey, and upcoming taskforce.
B. Draft 2025 BCC Calendar Review
Maureen Murphy, County Clerk, presented two draft versions for the 2025 BCC Calendar.
The Board held discussion.
2. Other Matters for Discussion – none.
MATTERS FROM COMMISSIONERS
1. Calendar review - The Board reviewed their weekly calendar.
EXECUTIVE SESSION – none.
SPECIAL EVENTS PERMITS – Applications Pending (for informational purposes, no action taken)
• Holiday Gift Show – December 14, 2024; Old Wilson Schoolhouse Community Center. The gift show is an annual Wilson tradition, brining 18 vendors and Santa joining from 12-2pm for hot cocoa and cookies, as well as min-gingerbread housing building. Number of attendees – 300.
• R Park Winter Solstice – December 20, 2024; Jackson Hole Land Trust; R Park. Free community event on JHLT open space. Number of attendees – 150.
• Grand Targhee Resort New Year's Eve - December 31, 2024; Grand Targhee Resort. 2024 New Year's Eve fireworks and torchlight parade at Grand Targhee Resort. Number of attendees – 300.
ADJOURN
A motion was made by Commissioner Epstein and seconded by Commissioner Gardner to adjourn. Vice-Chair Macker called for a vote. The vote showed all in favor and the motion carried 4-0. The meeting adjourned at 10:20 a.m.
Respectfully submitted: rlr
TETON COUNTY BOARD OF COMMISSIONERS
/s/ Luther Propst, Chair
ATTEST: /s/ Maureen E. Murphy, County Clerk
TETON COUNTY CLERK'S OFFICE
11-25-2024 WARRANTS
HALEE CONDER 360.00 / ACTION EXCAVATION LLC 73,325.00 / ACE HARDWARE 166.89 ACM WYOMING LLC 838,232.44 / ALLEGIANCE BENEFIT PLAN MGMT 119,721.97 ALLEGHENY PAPER SHREDDERS CORP 262.00 / AMAZON CAPITAL SERVICES, INC. 224.75 ANDERS GLASS AND TINT 800.00 / ANK CORPORATION 28,666.67 ANDERSON MASON DALE ARCHITECTS 154,928.00 ADVANCED NETWORK MANAGEMENT INC 4,600.42 / ARIKKAN, INC 4,000.00 ASPEN PINES WATER & SEWER DISTRICT 111.21 / AT&T MOBILITY 768.46 AUTO SERVICE ELEVATED 7,098.47 / AUSTIN SESSIONS 44.80 / BEVERLY SHORE 1,748.25 BLANKENSHIP EQUIPMENT REPAIR INC 57,710.78 / BOBCAT OF ROCK SPRINGS 556.21 BOUND TREE MEDICAL, LCC 2,593.03 / CENTURYLINK 129.97 / CENTURYLINK 866.46 CENTRAL SQUARE TECH 396.90 / CENTRAL WY COMMUNITY COLLEGE 360,000.00 CHEMSEARCHFE 2,430.00 / CLIMB WYOMING 10,000.00 / CONVERGEONE INC. 563.53 COPRO EFP LLC 463.28 / DEWBERRY ENGINEERS INC 3,530.00 / DEX IMAGING 1,444.49 DEPARTMENT OF WORKFORCE SERVICES 44,216.39 / ECO COUNTER 1,355.00 ELECTION SYSTEMS & SOFTWARE 9,164.94 / E.R. OFFICE EXPRESS INC. 1,283.16 EUGENE N GOSSELIN 105.00 / FACTORY INFORMATION TECHNOLOGY 28,835.15 FIRE SERVICES OF IDAHO INC. 180.00 / GREENWAY PAINTING LLC 4,015.00 GRAVITY GRAPHICS 325.15 / HARMONY DESIGN, INC. 5,263.75 HIGH COUNTRY LINEN SUPPLY LLC 45.80 / INTERN'L ASSOC OF CORONERS 100.00 IDAHO COMMUNICATIONS 1,100.82 / IMAGE TREND, INC. 900.41 INTERSTATE BATTERY OF SNAKE RIVER 152.95 / ISAEI GARCIA 840.00 JACKSON CURBSIDE, INC 3,660.00 / JENKINS LUMBER AND HARDWARE 3,352.53 JH OUT-

• Public Notices •

DOOR LEADERSHIP INST INC 1,335.00 / JORGENSEN ASSOCIATES PC 102,926.17 JOSIAH NASH 906.81 / JOSEPH ONTIVEROS 1,082.00 JOHNSON, ROBERTS & ASSOCIATES 19.50 / KASEY NEIL 154.06 KELLY CONDO-MINIUMS 4,405.00 / KNOWBE4 INC 1,260.00 / KRISTEN WATERS 247.50 LA FAMILIA COUNSELING SERVICES 240.00 / LAWSON PRODUCTS 550.91 LASER XPRESS 255.99 / L.N. CURTIS & SONS 1,265.42 LONG BUILDING TECHNOLOGIES, INC. 427.50 / LOWER VALLEY ENERGY 19,628.83 MCKESSON MEDICAL SURGICAL 1,985.74 / MD NURSERY & LANDSCAPING INC. 1,228.50 MENTAL HEALTH & RECOVERY SERVICES 8,492.40 / MUNICIPAL EMERGENCY SVCS 3,829.06 NAMETAGECOUNTRY.COM 41.20 / OLD TOWN EMBROIDERY CO. INC 705.50 MARLIN LEASING CORP 368.60 / PEAK WATER SERVICES LLC 1,950.00 PREMIER VEHICLE INSTALLATION INC 12,573.66 / RACHEL GRIMES 1,227.33 RIDGELINE EXCAVATION INC. 82,717.20 / RON'S TOWING LLC 737.50 SHERVIN'S INDEP. OIL 139.00 / SMITH SPRAYING INC. 650.00 SPB SITE WORKS LLC 17,420.00 / STAPLES 185.54 / ST JOHN'S MEDICAL CENTER 736.01 STEVE WURM 117.70 / TETON COUNTY HEALTH DEPARTMENT 40.00 TETON CO. PARKS & REC. DEPT. 2,000.00 / TCSAR FOUNDATION 78.83 TETON COUNTY TREASURER 40,515.14 / TELEFLEX 2,294.00 TETON MEDIA WORKS, INC. 7,327.35 / TETON WATER WORKS LLC 785.30 THE DOOR MAN 1,764.00 / THYSSEN-KRUPP ELEVATOR CORP. 29,173.15 THE KUBALA WASHATKO ARCHITECTS, INC 555.00 / THOMSON REUTERS-WEST 1,739.90 TOWN OF JACKSON 64,329.39 / TOWN OF JACKSON 91.33 / TOWN OF JACKSON 3,687.90 TOWN OF JACKSON 3,090.96 / TOWN OF JACKSON 2,347.87 / TOWN OF JACKSON 28,525.29 TOWN OF JACKSON 7,575.03 / TOWN OF JACKSON 13,981.00 / TOWN OF JACKSON 3,549.59 TRANSMERICA EMPLOYEE BENEFITS 1,456.39 / TRI STATE OIL RECLAIMERS, INC 2,270.00 TURN STONE RESEARCH 2,500.00 / TETON VALLEY AUTO REPAIR 120.10 TETON VILLAGE W&S 0.99 / VIBRANT EVENTS OF JACKSON HOLE, LLC 3,400.00 VISA 1,600.93 / VOICES JACKSON HOLE 9,490.00 / WEMBER INC 19,973.00 WEST BANK SANITATION 59,168.01 / WESTERN STATES EQUIPMENT 68,832.76 WEX BANK 2,612.52 / WYDOT-FINANCIAL SERVICES 868.32 / WYOMING DOT 10.00 WYOMING PEACE OFFICERS ASSOC. 40.00 / WYOMING PUBLIC MEDIA-KUWR 3,240.00 XEROX FINANCIAL SERVICES 268.84 / YELLOW IRON EXCAVATING, LLC 21,629.87 ALEX NORTON 232.50 / ALEXANDER MUROMCEW 210.54 / AMBER CHAPMAN 182.50 ANNE FLETCHER READ 212.50 / ANNETTE OSNOS 172.50 / ANDREA M PSMITHE 234.90 ANNE MARIE TRAWICK 236.52 / BOBBIE C DAILEY 232.50 / BOB CULVER 239.73 CATHY NUTTER 239.73 / CHARLIE GULOTTA 240.00 / CHRIS PENNICK 240.00 CHRISTINE CHRISTIAN 195.00 / CHRISTOPH R STRASSER 232.50 COURTNEY RUDDAT 240.00 / CYNTHIA BUDGE 30.00 / DANIEL THOMAS 172.50 DAVID SCHEURN 233.70 / DANA TORYKIAN 242.95 / DEBRA DALBEC 246.97 DEBORAH MEAGHER 232.50 / EMILY LIBERT 180.00 / ERIN BARLOW 165.00 FRANCES H CLARK 240.00 / GEORGIA LIGORI 221.75 / HEATHER PERTEL 239.25 JENNIFER KOHLHARDT 210.00 / JILL VEBER 232.50 / JOHN P CAREY III 240.00 JOANN CIOFFI 30.00 / JULIE YOUNG 220.00 / KATHLEEN MAGUE 202.50 KENT VAN RIPER 240.40 / LEA BONNECAZE 240.00 / LEILA CROWLEY 232.50 LIZ JORGENSEN 208.75 / LINDA RODE 230.05 / LYNN BROOS 232.50 MARGARET AECKERLE 268.14 / MARIAN CYGIELMAN 239.25 / MARY LOU KLENE 248.18 MARY LOHUIS 245.90 / MARY RADFORD 172.50 / MARILYN WARTIG 240.00 MERRITT CONWAY 226.20 / MIKE RANDALL 150.00 / MICHAEL SCHELLER 240.00 MIKE WELCH 194.20 / NANCY COLLINS 36.25 / NANCY WATKINS 232.50 PATRICIA M MCKIBBIN 232.50 / PATRICIA R RANDALL 172.50 / READE DORNAN 236.25 REBECCA CLOETTA 246.30 / ROBERT JOHN WERNER 237.06 / ROY C KINSEY 228.75 SANDY SHUPTRINE 229.25 / SHIRLEY THOMAS 177.19 / STEVEN MCDONALD 240.00 SUSAN DONG 253.00 / TERRY LOU MILLER 212.50 / TERRI MOY 281.81 THOMAS D COLLINS 30.00 / THOMAS TAYLOR 240.00 / YVONNE M.ROBERTSON 245.90 ZACHARY PADILLA 236.25
Publish: 12/24/24

OFFICIAL SUMMARY PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS, TETON COUNTY, WYOMING
The Teton County Board of Commissioners met in regular meeting on December 2, 2024 in the Commissioners Chambers located at 200 S. Willow in Jackson, Wyoming. The meeting was called to order at 9:02 a.m.
Commission present: Luther Propst, Chair, Natalia Macker, Vice-Chair, Mark Newcomb, and Wes Gardner were present. Greg Epstein was absent.
ADOPT AGENDA
A motion was made by Commissioner Macker and seconded by Commissioner Gardner to adopt the agenda adding an appointment of a special prosecutor. Chair Propst called for a vote. The vote showed all in favor and the motion carried 4-0.
PUBLIC COMMENT
There was no public comment.
ACTION ITEMS
1. Consideration of Payment of County Vouchers
A motion was made by Commissioner Newcomb and seconded by Commissioner Macker to approve the December 2, 2024 county voucher run in the amount of \$213,711.38, and an interfund transfer in the amount of \$1,943,287.89. Chair Propst called for a vote. The vote showed all in favor and the motion carried 4-0.
2. Consent Agenda for Administrative Items
3. Consideration of Proposed Outgoing Commissioner Correspondence
4. Consideration of 2025 BCC Meeting Schedule Resolution
Maureen Murphy, County Clerk, presented to the Board for consideration of approval the 2025 BCC Meeting Schedule. The Board discussed several additional edits.
There was no public comment.
A motion was made by Commissioner Macker and seconded by Commissioner Newcomb to approve the Resolution Adopting the 2025 Board of County Commissioners' Meeting Schedule as presented. Chair Propst called for a vote. The vote showed all in favor and the motion carried 4-0.
5. Consideration of Appointment of Special Prosecutor
Keith Gingery, Chief Deputy County Attorney, presented to the Board for consideration of approval the appointment of special

prosecutors. Richard D. Stout was recently appointed as the new County and Prosecuting Attorney for Teton County. Cases that he had been handling as defense counsel need to be sent to an outside prosecutor to handle those cases.
There was no public comment.
A motion was made by Commissioner Macker and seconded by Commissioner Gardner to approve the resolution appointing a Special Prosecutor in the case as mentioned by Mr. Gingery. Chair Propst called for a vote. The vote showed all in favor and the motion carried 4-0.
DISCUSSION ITEMS
1. Known Matters for Discussion
A. Identify Consent Agenda
The agenda for December 3, 2024 was reviewed and items for the potential consent agenda were identified.
B. Wember Update
Jason Berning of Berning Project Management, and Tom Farrens of Wember, Inc., gave updates on the General Services Building and the Community Justice Center.
Paul Wember, Project Manager for the Owners Representative, was present to answer questions.
WORKSHOP
A. Schematic Design of Community Justice Center
James Taylor of Anderson Mason Dale Architects, Paul Wember, Project Manager for the Owners Representative, and Jason Berning of Berning Project Management, presented the schematic design of the Community Justice Center.
James Taylor, Jason Berning, and Tom Farrens of Wember, Inc., answered questions from the Board.
DISCUSSION ITEMS
1. Known Matters for Discussion (continued):
C. SouthPark Feed Grounds
Keith Gingery, Chief Deputy County Attorney, presented to the Board the issue that Teton County does not hold the easements for the SouthPark Feed Grounds, which is necessary for the Army Corps of Engineers to maintain existing levees. Keith Gingery answered questions from the Board.
Dave Gustafson, Road and Levee Manager, answered questions from the Board.
2. Other Matters for Discussion – none.
MATTERS FROM COMMISSIONERS
1. Calendar review - The Board reviewed their weekly calendar.
Keith Gingery, Chief Deputy County Attorney, asked if there were any questions for items to be presented at the Monthly Joint Meeting later in the day.
EXECUTIVE SESSION – PERSONNEL — Pursuant to Wyoming Statute §16-4-405(a)
A motion was made by Commissioner Macker and seconded by Commissioner Newcomb to enter Executive Session pursuant to Wyoming Statute §16-4-405(a)(ix) to discuss a personnel issue. Chair Propst called for a vote. The vote showed all in favor and the motion carried 4-0.
The meeting entered Executive Session at 10:08 a.m.
The meeting recessed at 10:08 a.m. and reconvened at 10:13 a.m.
Commissioners present: Luther Propst, Natalia Macker, Mark Newcomb, and Wes Gardner.
Others: Maureen Murphy, County Clerk, Richard Stout, County and Prosecuting Attorney, Keith Gingery, Chief Deputy County Attorney, and Justin Kaiser, Director of Human Resources.
A motion was made by Commissioner Macker and seconded by Commissioner Newcomb to exit the Executive Session. Chair Propst called for a vote. The vote showed all in favor and the motion carried 4-0.
The meeting exited Executive Session at 10:50 a.m.
SPECIAL EVENTS PERMITS – Applications Pending (for informational purposes, no action taken)
• Holiday Gift Show – December 14, 2024; Old Wilson Schoolhouse Community Center. The gift show is an annual Wilson tradition, brining 18 vendors and Santa joining from 12-2pm for hot cocoa and cookies, as well as mini-gingerbread housing building. Number of attendees – 300.
• R Park Winter Solstice – December 20, 2024; Jackson Hole Land Trust; R Park. Free community event on JHLT open space. Number of attendees – 150.
• Grand Targhee Resort New Year's Eve - December 31, 2024; Grand Targhee Resort. 2024 New Year's Eve fireworks and torchlight parade at Grand Targhee Resort. Number of attendees – 300.
ADJOURN
A motion was made by Commissioner Macker and seconded by Commissioner Gardner to adjourn. Chair Propst called for a vote. The vote showed all in favor and the motion carried 4-0.
The meeting adjourned at 10:51 a.m.
Respectfully submitted: rlr
TETON COUNTY BOARD OF COMMISSIONERS
/s/ Luther Propst, Chair
ATTEST: /s/ Maureen E. Murphy, County Clerk
TETON COUNTY CLERK'S OFFICE
12-02-2024 WARRANTS
SOFYA GIMON 1,500.00 / AMAZON CAPITAL SERVICES, INC. 490.06 / ANDA INC 430.26 AT&T MOBILITY 4,150.41 / AVFUEL CORPORATION 2,508.45 / BEVERLY SHORE 68.29 BRESSLER INSULATION INC 6,200.00 / CENTURYLINK 76.75 CENTRAL OREGON TRUCK COMPANY INC 4,648.16 / CHRISTINA MORAN KITCHEN 280.00 CIVICPLUS INC 2,492.57 / CREATIVE ENERGIES LLC 250.00 DELTA COUNTY SHERIFF 40.60 / DEX IMAGING 114.85 / EXPOSURE SIGNS INC. 92.00 HIGH COUNTRY LINEN SUPPLY LLC 45.80 / IDEXX DISTRIBUTION INC. 7,113.31 INBERG-MILLER ENGINEERS 54.00 / JAVIER DOMINGUEZ GUTIERREZ 47.25 JENSEN HUGHES, INC 37,350.00 / JACKSON HOLE RADIO 1,260.00 KIMBERLY ANN MELICK 640.00 / KINSKO, LLC 8,007.60 / LAERDAL 5,998.00 LASER XPRESS 148.54 / LILY SULLIVAN 219.42 MADISON COUNTY SHERIFF'S OFFICE 70.00 / MERIDIAN ENGINEERING P.C. 4,124.96 MELISSA SHINKLE 579.68 / MILES CONTRERAS 679.40 NORTH PARK TRANSPORTATION 668.60 / NORCO, INC. 26.04 PRIORITY HEALTHCARE DIST 3,745.63 / REBECCA KIEFER 750.00 SHERVIN'S INDEP. OIL 310.11 / SOSYSTEMS INC 76,750.00 SPRING BACK UTAH 3,611.00 / ELIOR INC. 12,666.37 TETON COUNTY HOUSING AUTHORITY 403.53 / TETON MEDIA WORKS, INC. 1,179.20 TOWN OF JACKSON 5,366.46 / VICKI ROSENBERG, PHN 5,000.00 / VISA 1,445.08 WILDERNESS & MOUNTAIN MEDICINE PC 260.00 / WILLIAM R. SMITH M.D. 1,300.00 WSP USA INC 10,549.00
Publish: 12/24/24

OFFICIAL SUMMARY PROCEEDINGS
OF THE BOARD OF COUNTY COMMISSIONERS, TETON COUNTY, WYOMING
The Teton County Board of Commissioners met in regular meeting on December 3, 2024 in the Commissioners Chambers located at 200 S. Willow in Jackson, Wyoming. The meeting was called to order at 9:03 a.m. and the Pledge of Allegiance was recited.
ROLL CALL
County Commission: Luther Propst, Chair, Natalia Macker, Vice-Chair, Mark Newcomb, and Wes Gardner were present. Greg Epstein was absent.
ADOPTION OF AGENDA
A motion was made by Commissioner Macker and seconded by Commissioner Gardner to adopt today's agenda noting that they will have an executive session for real estate and personnel. Chair Propst called for a vote. The vote showed all in favor and the motion carried 4-0.
MINUTES
A motion was made by Commissioner Macker and seconded by Commissioner Gardner to approve the minutes for the meetings dated November 12th, November 18th, and November 19th, 2024. Chair Propst called for a vote. The vote showed all in favor and the motion carried 4-0.
CONSENT AGENDA
A motion was made by Commissioner Macker and seconded by Commissioner Newcomb to place the following Matters from Staff on a Consent Agenda:
1. Consideration of Transfer of Resort Liquor License
2. Consideration of Renewal of County Liquor Licenses
3. Consideration of Bid Award and Contract with MHRSJH for Prevention Services
4. Consideration of Sole Source Bid Award and Contract for a Social Media Training with Lum Studios
Keith Gingery, Chief Deputy County Attorney, recommended pulling Item #2 for public comment.
Commissioner Macker withdrew her motion.
A motion was made by Commissioner Macker and seconded by Commissioner Newcomb to place the following Matters from Staff on a Consent Agenda:
1. Consideration of Transfer of Resort Liquor License
3. Consideration of Bid Award and Contract with MHRSJH for Prevention Services
4. Consideration of Sole Source Bid Award and Contract for a Social Media Training with Lum Studios
Chair Propst called for a vote. The vote showed all in favor and the motion carried 4-0.
A motion was made by Commissioner Macker and seconded by Commissioner to approve the items on the Consent Agenda with their motions as stated in their respective staff report.
Chair Propst called for a vote. The vote showed all in favor and the motion carried 4-0.
MATTERS FROM COMMISSION AND STAFF:
1. Consideration of Transfer of Resort Liquor License
To approve the transfer of a Resort Liquor License from Aman-gani Operator LLC to Sand Point Manager LLC for the time period of December 4, 2024 to January 6, 2025.
3. Consideration of Bid Award and Contract with MHRSJH for Prevention Services
To award the bid and to approve the contract with Mental Health and Recovery Services of Jackson Hole to provide prevention programs related to alcohol, tobacco, controlled substances, and suicide prevention in an amount not to exceed \$31,000.00 for the period September 1, 2024 – June 30, 2026.
4. Consideration of Sole Source Bid Award and Contract for a Social Media Training with Lum Studios
To award the sole source bid and contract with Lum Studios to provide a Social Medial Training for the Health Department staff in the amount of \$7,500.00.
DIRECT CORRESPONDENCE
1. Jayne Ottman 11/12/2024 email re NRO Wetlands section 5.1.1
2. Mercedes Huff 11/12/2024 email re Wilson Multi Modal Transportation Plan
3. Elena Tillman 11/12/2024 email re Comments Natural Resources Overlay
4. Amy Kuszak, Jackson Hole Conservation Alliance 11/12/2024 email re NRO Amendment
5. Lee Barlow 11/12/2024 letter regarding Wilson Multimodal Plan
6. Sally Stevens 11/12/2024 email re FW: The moose live here too
7. Sara Egglefield 11/12/2024 email re NRO approved without amendment 5.1.1
8. Dan Heilig, Protect Our Water Jackson Hole 11/12/2024 email re AMD2024-0004 -- Request for Review of Proposed Wetland and Waterbody Setbacks
9. Kathy Tompkins 11/13/2024 email re No shortcuts, better planning is needed to protect established neighborhoods along High School Road
10. Cynthia Blankenship 11/13/2024 email re NO to the Current Multimodal Wilson Plan
11. Lynne Whalen 11/13/2024 email re Wilson Improvment District Plan
12. Dan Creighton 11/13/2024 email re Wilson Multimodal improvement project
13. Charlie Gulotta 11/13/2024 email re Fwd: Teton Mobility Corridor
14. Barbara Aronowitz 11/13/2024 email re NRO
15. Nancy Norton, Teton County Access to Justice Center 11/13/2024 email re Teton County Access to Justice Center and Law Library
16. Tim Young 11/14/2024 email re Fwd: Thanks for Wilson Visit, follow up info attached
17. Lee and Mike FitzPatrick 11/14/2024 email re re; Stage Stop LLC transportation plan
18. Beal Families 11/15/2024 email re NRO Feedback
19. Arthur Melville 11/15/2024 email re Natural Resources Overlay Map Comments - Alta
20. Linda Olson 11/15/2024 email re Multimodal development plan for Wilson
21. Rachel Grimes, Teton County Fair Board 11/15/2024 email re Fair Board Meeting, Monday 11/18 @ 5:30 PM
22. Susan Johnson 11/15/2024 email re Natural Resources Regulations Update
23. Susan Segal 11/17/2024 email re NO to the Current Multimodal Wilson Plan
24. Becky Hawkins 11/17/2024 email re Updating NRO
25. Debra Patla 11/17/2024 email re Updated Natural Resources Overlay Nov. 19

• Public Notices •

26. Marcy Perry 11/17/2024 email re FW: Frustration mounts over unsafe e-bike use, jhnewsandguide.com
27. Arthur Melville 11/17/2024 email re NRO Process - Short Comment
28. Kelly Kayem 11/18/2024 email re Fwd: “Multimodal” plan has NO pull off area for vehicles losing brakes
29. Jim & Jan Pitsch 11/18/2024 email re Natural Resources Overlay Map
30. Cory Herrick 11/18/2024 email re approve legacy lodge tdm - herrick
31. Janice Smith 11/18/2024 email re TDMP for Lot 333 (MSC2024-0033)
32. Becky Cloetta 11/18/2024 email re Legacy Lodge
33. Alex Schiffmann 11/18/2024 email re Legacy Lodge Support
34. Heath Kramer 11/18/2024 email re Legacy Lodge - please approve the TDM Plan tomorrow
35. Jennifer Kramer 11/18/2024 email re Legacy Lodge - please approve the TDM Plan tomorrow
36. Dave Gustafson, Road & Levee 11/18/2024 email re Hoback Junction South Road Weight Reduction
37. John Fox 11/18/2024 email re Legacy Lodge issue
38. James Keller 11/18/2024 email re Legacy lodge
39. Rebecca Studer 11/18/2024 email re Wilson
40. Tim Young 11/18/2024 email re Thanks for New Gate installed to BLM Cottonwood Trail
41. Charles duPont 11/21/2024 email re Legacy Lodge
42. Steve Weisman 11/18/2024 email re Legacy Lodge
43. Colby Murphy 11/18/2024 email re Legacy Lodge Approval
44. Teri Moy Atallah 11/18/2024 email re Legacy Lodge-please approve the plan
45. Rudolph Atallah 11/18/2024 email re Legacy Lodge-please approve the plan
46. Cheyenne Stewart, Wyoming Game & Fish Department 11/18/2024 email re WGFD Comments on Draft NRO Amendment
47. FEMA 11/18/2024 letter regarding Letter of Map Revision (LOMR)
48. Julien Hass 11/18/2024 email re legacy lodge
49. Joan Goldfarb 11/18/2024 email re legacy lodge
50. Kiley Mass 11/18/2024 email re Support for Legacy Lodge
51. Matt Wielbut 11/18/2024 email re Support for TDM Plan submitted by Legacy Lodge
52. Thomas J Vilsack, Secretary of the USDA 11/18/2024 email re FW: Letter from Secretary Vilsack
53. Georgie McNiff 11/18/2024 email re Legacy Lodge Request
54. Mike and Liz Jorgenson 11/18/2024 email re Proposed LDR Changes
55. Tyler Davis 11/18/2024 email re NRO Updates
56. Linda Williams 11/18/2024 email re BCC mtg tomorrow 11/19
57. Ray Elser 11/18/2024 email re Natural Resources Overlay Amendment
58. James Bower 11/18/2024 email re Please approve the Legacy Lodge TDM plan
59. Grant Winthrop 11/19/2024 email re Re: Legacy Lodge Development
60. Colby Murphy 11/19/2024 email re Proposed LDR Changes for Teton County, WY
61. Tim Harland 11/19/2024 email re Against LDR Changes
62. Jean Day 11/19/2024 email re Legacy Lodge/Stage Stop TDMP, comment
63. Mary Martin 11/19/2024 email re FW: help...I’ve my hand raised in the zoom meeting
64. Mary Martin 11/19/2024 email re Emailed input for Legacy Lodge hearing
65. Jean Day 11/19/2024 email re quick addendum...FW: Legacy Lodge/Stage Stop TDMP, comment
66. Ryan Block 11/19/2024 email re NRO - More time to review
67. Bobby Thomson 11/19/2024 email re Real Estate Advertisemnts
68. Andy Salter 11/19/2024 email re Please approve the NRO WITHOUT Amendment 5.1.1
69. Judy Legg 11/19/2024 email re Fwd: Undeliverable: Fwd: New SS Traffic Study numbers
70. Judy Legg 11/19/2024 email re Fwd: Undeliverable: Fwd: SAVE RAFTER J !!
71. Melissa M Owens, Ninth Judicial District Court 11/20/2024 regarding New office space for ATJ and Law Library
72. Marcy Perry 11/21/2024 email re Wilson multimodal plan
73. Hannah Cooley 11/21/2024 email re Ending My Hole Food Rescue Chapter
74. Tom Fauntleroy 11/23/2024 email re Meetings
75. Charlotte Frei 11/24/2024 email re Fwd: Public Comment-proposed Housing Rules & regulations
76. Kelly Kayem 11/24/2024 email re Fwd: “Multimodal” plan has NO pull off area for vehicles losing brakes
77. Nancy Pasfield 11/24/2024 email re NO to the Current Multimodal Wilson Plan
78. Brot Coburn 11/24/2024 email re Wilson Multimodal Travel Plan
79. Kelly Kayem 11/24/2024 email re “Collaboration of comments from Wilson residents meeting for safety”
80. Jim Genzer 11/24/2024 email re Releasing Criminal Illegals in Jackson Hole?
81. Marcy Perry 11/25/2024 email re Fwd: Wilson Multimodal Improvements
82. Kelly Kayem 11/25/2024 email re Fwd: Collaboration of comments from Wilson residents meeting for safety
83. Jonathan Schechter 11/25/2024 email re Questions and concerns about the Virginian project
PUBLIC COMMENT
There was no public comment.

MATTERS FROM COMMISSION AND STAFF
2. Consideration of Renewal of County Liquor Licenses
Shelley Fairbanks, Deputy County Clerk, presented to the Board for consideration of approval the 2025 Liquor License Renewals per Wyo. Stat. §12-4-104.
There was no public comment.
A motion was made by Commissioner Newcomb and seconded by Commissioner Macker to approve the Teton County Liquor License renewals for the term of January 7, 2025 through January 6, 2026. Chair Propst called for a vote. The vote showed all in favor and the motion carried 4-0.
5. Consideration of Architect Contract for Community Justice Center
Sarah Mann, Director of General Services, presented to the Board for consideration of notice to proceed issued to Anderson

Mason Dale for the previously approved contract of the Justice Center.
Tom Farrens of Wember Inc. answered questions from the Board.
There was no public comment.
A motion was made by Commissioner Newcomb and seconded by Commissioner Macker to issue the notice to proceed to Anderson Mason Dale for all phases of the approved contract for the new Justice Center.
The Board gave comment.
Chair Propst called for a vote. The vote showed all in favor and the motion carried 4-0.
6. Consideration of Fairgrounds Rules and Fees Public Hearing
Rachel Grimes, Fairgrounds Manager, presented to the Board for consideration of approval of updated Fairgrounds Facility Fees & Community Building Rules.
Rachel Grimes answered questions from the Board.
Keith Gingery, Chief Deputy County Attorney, gave an explanation of the options presented today and different options that could be brought before the Board for future discussion.
The Board held discussion.
Rachel Grimes answered questions from the Board.
There was no public comment.
A motion was made by Commissioner Macker and seconded by Commissioner Newcomb to approve the updated Fairgrounds Facility Fees & Community Building Rules, adjusting the event end time to 9:00 p.m. Chair Propst called for a vote. The vote showed all in favor and the motion carried 4-0.
7. Consideration of Resolution of Maximum Percentage and Amount for Teton County Property Tax Refund Program
Katie Smits, County Treasurer, presented to the Board for consideration of approval a Resolution establishing a maximum refund amount and percentage of 25% of 2023 property tax timely paid that qualified applicants may receive from Teton County, as required by Wyoming Statute §39-13109(c)(vi).
Katie Smits and Maureen Murphy, County Clerk, answered questions from the Board.
Abigail Moore, Deputy County Attorney, presented a spreadsheet with mock examples of the percentages and answered questions from the Board.
Melissa Shinkle, County Assessor, gave comment and answered questions from the Board.
Keith Gingery, Chief Deputy County Attorney, answered a question from the Board.
Representative Liz Storer gave comment and answered questions from the Board.
There was no public comment.
The Board gave comment.
A motion was made by Commissioner Newcomb and seconded by Commissioner Macker to approve an amendment to the FY2025 budget that increases the total amount available for the County Tax Refund Program from \$1 million to a not to exceed total of \$1.5 million, utilizing available general fund revenue funds identified by the Teton County Treasurer.
Katie Smits answered a question from the Board.
The Board gave comment.
Chair Propst called for a vote. The vote showed all in favor and the motion carried 4-0.
8. Consideration of Contract Agreement with American Leak Detection of Utah
Steve Ashworth, Director of Parks and Recreation, presented to the Board for consideration of approval a contract agreement with American leak Detection of Utah to identify plumbing leaks in Leisure Pool.
Steve Ashworth answered questions from the Board.
There was no public comment.
A motion was made by Commissioner Macker and seconded by Commissioner Newcomb to approve the agreement with American Leak Detection of Utah in the amount not to exceed \$8,400 for Leisure Pool leak detection services. Chair Propst called for a vote. The vote showed all in favor and the motion carried 4-0.
MATTERS FROM PLANNING AND DEVELOPMENT
Findings of Fact, Conclusions of Law, and Order:
1. MSC2024-0033 – Stage Stop, Inc. – Fodor Law Office, PC
Abigail Moore, Deputy County Attorney, presented to the Board for consideration of approval the Findings of Law and Conclusions of Law and Order for MSC2024-0033.
There was no public comment.
A motion was made by Commissioner Macker and seconded by Commissioner Newcomb to approve the Findings of Law and Conclusions of Law and Order for MSC2024-0033 as presented.
Commissioner Macker noted for the record that she was not present for that hearing, but the FOFCOL represents the action the Board took, so she will vote today.
Chair Propst called for a vote. The vote showed all in favor and the motion carried 4-0.
New Business:
1. Permit: SKC2024-0001
Postpone to February 4, 2025
Property Owner: ETW PHASE 2 LLC
Applicant: Susan Johnson
Presenter: Chandler Windom
Request: A Sketch Plan pursuant to the Teton Village Area I Master Plan Section IV. D, and Section 8.3.1 of the Teton County Land Development Regulations (LDRs) for the development and future subdivision of six (6) attached single-family unit townhomes.
Location: The subject property is PIDN 22-42-17-24-4-00-004, located on McCollister Drive in Teton Village directly adjacent to the Tram Tower Townhouses Phase 1 Subdivision. The parcel is zoned Planned Resort (PUD-PR) and is not in any zoning Overlays.
A motion was made by Commissioner Macker and seconded by Commissioner Newcomb to postpone SKC2024-0001 to the February 4th, 2025 meeting. Chair Propst called for a vote. The vote showed all in favor and the motion carried 4-0.
2. Permit: SD2024-0005
Withdrawn by Applicant
Property Owner: Spring Creek Ranch Management Co., LLC
Applicant: Cook, Taylor
Presenter: Hamilton Smith
Request: A request for partial vacation of plat pursuant to Sections 8.5.3 and 8.2.13.C of the Teton County Land Development Regulations, for a vacation of plat notes (i) “(Contains Project Common Area)”, “Core Facilities Lot” and “Commercial Use” on Lot 6 of Plat 1380 and (ii) as relates to Lot 6 only, “Project Common Area and Commercial Use; En-

compassing Previously Approved Commercial Elements,” and “Project Common Area” from Spring Creek Ranch Core 2nd Filing, Plat 1380, without replat.
Location: 1600 N East Butte Road, the 10.84-acre Lot 6 Spring Creek ranch Core 2nd Filing, of the Spring Creek Ranch Planned Unit Development. The property is zoned Planned Unit Development – Neighborhood Conservation (PUD-NC) and is within the Scenic Resources Overlay.
MATTERS FROM COMMISSION – none.
EXECUTIVE SESSION – PERSONNEL AND REAL ESTATE
– Pursuant to Wyoming Statute §16-4-405(a)
A motion was made by Commissioner Newcomb and seconded by Commissioner Macker to enter Executive Session Pursuant to Wyoming Statute §16-4-405(a)(ii) to consider a personnel issue and (vii) to consider the selection of a site or the purchase of real estate when the publicity regarding the consideration would cause a likelihood of an increase in price. Chair Propst called for a vote. The vote showed four in favor and the motion carried 4-0.
The meeting entered Executive Session at 10:16 a.m.
The meeting recessed at 10:16 a.m. and reconvened at 10:22 a.m.
Commissioners present: Luther Propst, Natalia Macker, Mark Newcomb, and Wes Gardner.
Others: Richard Stout, County and Prosecuting Attorney, Keith Gingery, Chief Deputy County Attorney, Maureen Murphy, County Clerk, Jodie Pond, Interim Commissioners Administrator, Sarah Mann, Director of General Services, Brett McPeak, The McPeak Group, Tom Farrens, Wember, Inc., and Rose Robertson, Deputy Clerk.
Brett McPeak exited at 10:55 a.m.
Jodie Pond, Sarah Mann, Tom Farrens, and Rose Robertson exited at 11:00 a.m.
Justin Kaiser entered at 11:00 a.m.
A motion was made by Commissioner Gardner and seconded by Commissioner Macker to exit the Executive Session. Chair Propst called for a vote. The vote showed all in favor and the motion carried 4-0.
The meeting exited Executive Session at 11:48 a.m.
ADJOURN
A motion was made by Commissioner Macker and seconded by Commissioner Gardner to adjourn. Chair Propst called for a vote. The vote showed all in favor and the motion carried 4-0.
The meeting adjourned at 11:48 a.m.
Respectfully submitted: rlr
TETON COUNTY BOARD OF COMMISSIONERS
/s/ Luther Propst, Chair
ATTEST: /s/ Maureen E. Murphy, County Clerk
Publish: 12/24/24

TOWN OF JACKSON NOTICES

• OFFICIAL PROCEEDINGS •

JOINT PROCEEDINGS – UNAPPROVED
TOWN COUNCIL AND BOARD OF COUNTY COMMISSIONERS MEETING
DECEMBER 10, 2024 JACKSON, WYOMING
The Jackson Town Council and the Teton County Board of County Commissioners met in a regular joint meeting (JM) at 1:30 p.m. in the Town Council Chambers located at 150 East Pearl Avenue in Jackson. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present: **TOWN COUNCIL:** Mayor Hailey Morton Levinson, Arne Jorgensen, Jim Rooks, and Jessica Sell Chambers. **JONATHAN SCHECHTER** was absent. **COUNTY COMMISSIONERS:** Chairman Luther Propst, Natalia Macker, Mark Newcomb, and Greg Epstein. Wes Gardner was absent. Ground Lease with Virginian RV Park LLC. April Norton made staff comment. Council and Commission held discussion with staff. There was no public comment. On behalf of the Town, a motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to direct and authorize the Jackson Teton County Housing Authority Board to execute the 2025 Season Ground Lease including any changes made today and subject to non-substantive clerical corrections made by the Town Attorney and / or the Teton County Attorney. Mayor Morton Levinson called for the vote. The vote showed all in favor. 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 and authorize the Jackson Teton County Housing Authority Board to execute the 2025 Season Ground Lease including any changes made today and subject to non-substantive clerical corrections made by the Town Attorney and / or the Teton County Attorney. Chairman Propst called for the vote. The vote showed all in favor. The motion carried for the County. Council and Commission recessed at 1:34pm and reconvened at 1:39pm. Safe Streets for All (SS4A) Leadership Commitment Adoption and Update. Brian Schilling made staff comment. Council and Commission held discussion with staff. Katherine Dowson public comment. On behalf of the Town, a motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to approve the Safe Streets for All Leadership Commitment and Vision Zero Policy. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried for the Town. On behalf of the County, a motion was made by Greg Epstein and seconded by Natalia Macker to approve the Safe Streets for All Leadership Commitment and Vision Zero Policy. Chairman Propst called for the vote. The vote showed all in favor. The motion carried for the County. Adjourn – Commission Only. On behalf of the County, a motion was made by Macker and seconded by Newcomb to adjourn. Chairman Propst called for the vote. The vote showed all in favor. The motion carried for the County. The meeting adjourned for the Commission at 2:20 p.m. Ordinance – Council Only. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to read ordinances in short title. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Ordinance C. An Ordinance Amending Title 8 Regarding the Pay As You Throw Program. **AN ORDINANCE AMENDING SECTION 8.12.020, DEFINITIONS, AND SECTION AND 8.12.070, SOLID WASTE COLLECTION, OF CHAPTER 8.12, GARBAGE AND REFUSE DISPOSAL, OF TITLE 8, HEALTH AND SAFETY, REGARDING PAY AS YOU THROW PROGRAM, OF THE CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE TOWN COUNCIL**

• Public Notices •

OF THE TOWN OF JACKSON, WYOMING: Ordinance D. An Ordinance Granting Teton Trash Removal a Franchise. AN ORDINANCE GRANTING TETON TRASH REMOVAL INC. D/B/A TETON TRASH REMOVAL A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF MUNICIPAL SOLID WASTE AND COMPOSTABLE / RECYCLABLE MATERIALS PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: Ordinance E. An Ordinance Amending the Franchise with Westbank Environmental Services. AN ORDINANCE OF THE TOWN OF JACKSON, WYOMING AMENDING THE FRANCHISE AGREEMENT WITH WESTBANK ENVIRONMENTAL SERVICES, INC. FOR THE COLLECTION AND DISPOSITION OF GARBAGE, ASHES, REFUSE, RECYCLABLE REFUSE, AND COMPOSTABLE MATERIALS. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: Ordinance F. An Ordinance Amending the Franchise with Yellow Iron Waste Removal. AN ORDINANCE OF THE TOWN OF JACKSON, WYOMING AMENDING THE FRANCHISE AGREEMENT WITH YELLOW IRON EXCAVATING, LLC DBA YELLOW IRON WASTE REMOVAL, FOR THE COLLECTION AND DISPOSITION OF GARBAGE, ASHES, REFUSE, RECYCLABLE REFUSE, AND COMPOSTABLE MATERIALS. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: Ordinance H. An Ordinance Amending the Franchise with Terra Firma Services. AN ORDINANCE OF THE TOWN OF JACKSON, WYOMING AMENDING THE FRANCHISE AGREEMENT WITH TERRA FIRMA SERVICES, LLC FOR THE COLLECTION AND DISPOSITION OF COMPOSTABLE / RECYCLABLE MATERIALS AND MUNICIPAL SOLID WASTE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: Kelly French made public comment. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to approve Ordinances C, D, E, F, and H on second reading. Mayor Morton Levinson called for the vote. The vote showed 3-1 with Mayor Morton Levinson, Arne Jorgensen, and Jessica Sell Chambers in favor and Jim Rooks opposed. The motion carried for the Town. Ordinance AN. An Ordinance Granting Star Valley Disposal a Franchise. AN ORDINANCE GRANTING STAR VALLEY DISPOSAL, INC. A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF MUNICIPAL SOLID WASTE AND COMPOSTABLE / RECYCLABLE MATERIALS PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: Ordinance AO. An Ordinance Granting New Waste Removal a Franchise. AN ORDINANCE GRANTING NEW WASTE REMOVAL, LLC A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF MUNICIPAL SOLID WASTE AND COMPOSTABLE / RECYCLABLE MATERIALS PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: There was no public comment. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to approve Ordinances AN and AO on second reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried for the Town. Adjourn – Council Only. On behalf of the Town, a motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried for the Town. The meeting adjourned for the Town at 2:26 p.m.

Minutes: rt.
Publish: 12/24/24

TOWN COUNCIL PROCEEDINGS - UNAPPROVED
DECEMBER 16, 2024 JACKSON, WYOMING
The Jackson Town Council met in regular session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 6:00 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present: TOWN COUNCIL: Mayor Hailey Morton Levinson, Arne Jorgensen, Jonathan Schechter, Jim Rooks, and Jessica Sell Chambers. The Pledge of Allegiance was led by Mayor Morton Levinson. The Land Acknowledgement was read by Mayor Morton Levinson. Mayor Morton Levinson proclaimed November 1, 2024 as Extra Mile Day and thanked all Town employees for going the extra mile. Public Comment. There was no public comment. Consent Calendar. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve the consent calendar including items A-J as presented with the following motions:
A. Meeting Minutes. To approve meeting minutes from the December 2, 2024 Regular Town Council Meeting.
B. Disbursements. To approve the disbursements as presented. 842-NCBERS GROUP WYOMING \$80.00; A43 ARCHITECTURE \$450.00; ACE EQUIPMENT & SUPPLY \$252.00; ACE HARDWARE \$864.88; AFLAC \$1,811.28; AMAZON \$5,767.83; AMERICAN DIVERSITY BUSINESS SOLUTIONS \$1,550.00; AMERICAN PUMP COMPANY \$51,968.46; ANTLER MOTEL, INC. \$9,765.00; AT&T \$225.11; ATLANTIC CREEK HOLDINGS, LLC \$6,000.00; BESTDRIVE IDAHO FALLS \$7,628.97; BIG R RANCH & HOME \$510.43; BISON LUMBER \$80.75; BLUE SPRUCE CLEANERS, INC. \$220.25; BOLAND, ANITA \$2,200.00; BURKHOLDER, SHAWN \$2,039.63; CAMMANN, CONOR \$740.00; CAMP ON INC \$13,300.00; CARQUEST AUTO PARTS INC. \$167.69; CASELLE INC. \$1,973.00; CBV PARTNERS \$3,000.00; CDW-GOVERNMENT \$55,368.25; CENTURYLINK \$153.21; CITY OF DRIGGS \$1,706.48; COLE, ELLA \$526.98; CONRAD & BISCHOFF INC. \$28,139.76; CONWAY, LARS \$2,500.00; CORE & MAIN LP \$11,612.32; DAWSON INFRASTRUCTURE SOLUTIONS \$4,507.39; DELL \$51.57; DELTA DENTAL PLAN OF WYOMING \$8,461.00; DEX IMAGING \$1,037.71; DISCOUNT SNOW STAKES \$825.25; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DIVISION OF VICTIM SERVICES \$450.00; E.R. OFFICE EXPRESS \$117.67; EFFECTIVE FITNESS COMBATIVES, LLC \$2,498.00; ENERGY 1 \$1,881.25; ENERGY LABORATORIES INC. \$2,379.00; ETNA TRADE PARK LLC \$4,062.00; EVANS CONSTRUCTION INC \$25,021.79; FERRIS, MARK \$6,000.00; FIRE SERVICES OF IDAHO \$420.00; FLAT CREEK APARTMENTS, LLC \$5,000.00; GILLIG LLC \$1,691.57; GRAND TARGHEE RESORT \$182,944.00; GREINER ELECTRIC \$2,000.00; GRIFFITH PARTNERSHIP LLC

\$150.00; HIGH COUNTRY LINEN \$2,006.79; HILTBRUNNER, ERIC \$36.51; HOFLAND, TIM \$775.00; IDAHO CHILD SUPPORT RECEIPTING \$564.20; IDAHO STATE TAX COMMISSION \$9,014.00; IMMIGRANT HOPE \$2,000.00; IVY OUTDOOR SERVICES LLC \$9,098.00; JACKSON GROUP LOCKBOX \$2,297.06; JACKSON HOLE CHILDRENS MUSEUM \$5,000.00; JACKSON HOLE COMMUNITY HOUSING \$12,500.00; JACKSON HOLE CONTRACTING INC \$5,000.00; JACKSON HOLE HISTORICAL SOCIETY \$3,000.00; JACKSON HOLE LAW, PC \$3,502.50; JACKSON HOLE NEWS & GUIDE \$750.50; JACKSON LUMBER INC \$78.04; JAMF SOFTWARE, LLC \$1,820.70; JDG VENTURES, LLC \$4,500.00; JHAM, INC. \$560.18; JORGENSEN ASSOCIATES, PC \$8,548.82; KEENAN, PETER \$2,300.00; KELLY VINE LLC \$17,500.00; KELSEY, SHANE \$2,000.00; KOIS BROTHERS EQUIPMENT COMPANY \$5,495.17; LEXIS-NEXIS MATTHEW BENDER \$109.43; LOWER VALLEY ENERGY INC \$42,576.10; MACY, ERIC \$6,000.00; MACY'S SERVICES \$2,530.50; MARKMAN, JASON \$2,835.00; MATEOSKY CONSTRUCTION \$5,000.00; MICROSOFT -\$2,721.73; MINUTEMAN SECURITY TECHNOLOGIES \$4,785.00; MSC INDUSTRIAL SUPPLY CO \$26.19; NAPA AUTO PARTS INC. -\$3,184.72; NATIONAL TRADE SUPPLY, LLC \$1,338.00; NELSON ENGINEERING \$2,182.50; NEW WEST BUILDING COMPANY INC. \$12,000.00; NUSFC, LLC \$1,588.65; ONE 22, INC. \$81,000.00; ORSETTO \$1,000.00; PEAK WATER SERVICES, LLC \$9,000.00; PICKAROOM TIMBER PRODUCTS INC \$904.07; PITTS, SAMANTHA \$77.83; PLATT \$33,044.66; QUALITY AIR SOLUTIONS LLC \$800.00; R & A SAFETY LLC \$1,180.15; RAMANATHAN, BRINDA \$2,500.00; RED HOUSE LLC \$32,000.00; RENDEZ-VOUS INSURANCE INC. \$63,280.32; RIDGELINE EXCAVATION INC \$5,000.00; RON'S TOWING LLC \$850.00; RT1 INC \$13.46; RUI INC. DBA VILLAGE GARDNER \$984.75; SCHWARTZ, ANDY \$4,583.33; SERENITY DEVELOPMENT \$3,000.00; SHERWIN-WILLIAMS CO. \$103.98; SIGN IT NOW INC \$290.12; SILVERSTAR \$3,606.73; SOSA'S JANITORIAL SERVICE \$7,200.00; SPRING CREEK ANIMAL HOSPITAL \$153.08; SPSC POA - SOUTH PARK SERVICES CTR POA \$303.82; STANDARD INSURANCE COMPANY \$10,855.32; STANDARD PLUMBING SUPPLY CO. \$174.67; STEPHENS, TALON \$77.83; STONE, KIRK \$3,087.00; TALISMAN CIVIL CONSULTANTS, LLS \$2,455.00; TETON COUNTY CLERK \$558,635.17; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$41,803.66; TETON COUNTY PLANNING & BUILDING \$1,246.29; TETON COUNTY-FUND 10 \$94,453.48; TETON COUNTY-FUND 19 \$42,406.37; TETON MOTORS INC \$625.64; TETON TRASH REMOVAL, INC. \$228.00; TETON VIEW LANDSCAPE CONTRACTORS \$2,166.72; THE AFTERMARKET PARTS COMPANY, LLC \$2,353.24; THOMSON WEST \$2,139.34; T-MOBILE \$62.30; TMSC LLC \$5,166.85; TOWN OF JACKSON \$10,268.50; TREFONAS LAW, P.C. \$1,426.32; UCM DIGITAL HEALTH, INC \$962.00; US HOMES LLC \$1,762.00; USDN \$990.00; UTILIS, INC. \$71,000.00; VISION SERVICE PLAN - (WY) \$1,776.98; WEBER WATER & WELL \$77,885.37; WESTERN CHARTERS AND TOURS, LLC \$2,600.00; WESTERN STATE \$5,954.94; WHITE GLOVE CLEANING, INC. \$3,158.13; WILSON, JOHN \$2,200.00; WRENCH IT PLUMBING & HEATING INC \$577.50; WY WORKERS' SAFETY & COMP \$35,845.02; WYOMING ASSOCIATION OF RURAL WATER SYS \$239.00; WYOMING DEPARTMENT OF ENVIRONMENTAL QUAL \$800.00; WYOMING LAW ENFORCEMENT ACADEMY \$685.00; WYOMING RETIREMENT SYSTEM \$281,327.31; WYOMING STARGAZING \$1,500.00; WYOMING.COM INC \$5.00; YELLOW IRON EXCAVATION, LLC \$1,517.00
C. November Municipal Court Report. To accept the November Municipal Court Report into record.
D. Kilmain/89 LLC County Sewer Connection Request (E24-0221). To approve the applicant's request for wastewater collection and treatment services subject to the conditions of approval set forth in this staff report.
E. Consideration of Deed Restriction for Workforce Housing at 185 N. Glenwood Unit #19. To approve the Restriction for Workforce Rental Housing located at 185 N. Glenwood Unit 19.
F. Amendment and Restatement of Restriction for 1253 W. Hwy 22 Unit #203. To approve the Amendment and Restatement Deed Restriction for Property Located at 1253 W Highway 22 Unit 203. Westview Condominium Addition to the Town of Jackson.
G. Partial Vacation without Replat at 505 & 515 E. Simpson Ave. (P24-165). To acknowledge a Partial Vacation without Replat for Lots 2 & 3, Behome Addition to the Town of Jackson, subject to the Town LDRs, the departmental reviews, minor changes by staff, and this staff report dated December 16, 2024.
H. Department of Transportation Charging and Fueling Infrastructure Grant. To approve the grant agreement with the United States Department of Transportation Federal Highway Administration for up to \$5,506,368.00 in electric vehicle charging infrastructure for the Town of Jackson and grant partners, and authorize the Town Manager to sign, subject to minor changes by staff.
I. Gregory Lane Right-of-Way Easements. To approve 1. Approve the easement acquisitions and funding appropriation as presented, and 2. Authorize the Town Manager and Town Attorney to negotiate the final costs and terms of the easements, and 3. Authorize the mayor to execute the easements.
J. Memorandum of Understanding with Grand Teton Skating Association. To approve the MOU with 'SK8 JH, Inc.' and the Town of Jackson with minor changes by staff.
There was no public comment on the consent calendar. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Taxi Rate Change Scoping Staff Report. Lea Colasuonno made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to direct staff to place this item on the PI list for future consideration. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Conditional Use Permit for the Karns Meadow Master Plan (P24-130). Tyler Valentine made staff comment. Council held discussion with staff. Jenny Fitzgerald, Julien Hass, Susan Hedden, Beverly Boyington, Sam Petri, Bob Lenz, Katherin Dowson, Francis Clark, Pete Karns, Lorna Miller, Kay Modi, Susan Marsh, Jessica Jaubert, and Patrick Dominick made public comment. Council recessed at 7:55pm and reconvened at 8:05pm. Tyler Valentine, Tyler Sinclair, and Steve Ashworth made staff comment. A motion was made by Arne Jorgensen and seconded by Jim

Rooks to allow winter use consistent with Alternative #1 with north, east, and southwest trails de-marked to allow for access on the uncleared, ungroomed trails. Mayor Morton Levinson called for the vote. The vote showed 3-2 with Mayor Morton Levinson, Jessica Sell Chambers, and Jim Rooks in favor and Jonathan Schechter and Arne Jorgensen opposed. The motion carried. Staff recessed at 9:21pm and reconvened at 9:44pm. Tyler Valentine made staff comment. Discussion continued. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to approve Conditional Use Permit P23-130 for the Karns Meadow Master Plan to allow Outdoor Recreation uses within Karns Meadow Park, based upon the findings and conditions presented in the staff report, the seven conditions presented below, the departmental reviews, and subject to this staff report dated December 16, 2024.
#1 - A 2:1 mitigation plan will be required at the time of physical development permit submittal. The mitigation plan shall address and summarize the disturbance areas, the mitigation goals and details, proposed fencing, proposed irrigation, proposed weed control, a summary of costs, and a monitoring program. All mitigation work shall be completed within 1 year of completing the project and be satisfactorily inspected by the Town. Prior to the Town's inspection, the EA Consultant shall conduct a site inspection of the 2:1 mitigation and provide a written summary to the Town.
#2 - The CUP and Master Plan shall expire ten years from the date of CUP approval unless the applicant has begun construction of the Master Plan by this deadline. The applicant may ask for an extension for good cause.
#3 - By April 1, 2025, staff shall present to Council at a workshop an overview of an Ambassador Program and Advisory Committee for Karns Meadow, which may include representatives from organizations such as Karns family, Parks and Recreation Department, Public Works, Ecosystem Stewardship Administrator, Teton Conservation District, Wyoming Game and Fish and Jackson Hole Land Trust and discuss objectives, potential educational programming, stewardship events, citizen science, volunteer park monitors, and recommendations on special event guidelines.
#4 - By April 1, 2025, staff shall present to Council at a workshop an overview of an Annual Monitoring Program which includes a report on past and current studies, gaps in understanding, a proposal for ecological monitoring at Karns Meadow, and mechanism for funding.
#5- Allowing winter grooming consistent with Alternative #1 and with demarcation of unmaintained winter use trail on the north, east, and southwest corner segments of the trail.
#6 – By June 1, 2025 staff shall provide Council with an update that considers a public art project appropriate to Karns Meadow that fits with the character of contribution from the Karns family.
#7 – Allowed uses on the maintained trails shall allow children 8 and under, accompanied by an adult, to use strider-bikes (bikes without pedals) or kid-sized pedal bikes and the use of mobility-assisted devices, including tricycles, hand-cycles, and other adaptive equipment designed to assist people with disabilities.
Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Request for a Subdivision Plat for the Hansen Corner Addition at 600, 610 & 620 E. Hansen Ave. (P24-148). Tyler Valentine made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Subdivision Plat P24-148 for the Hansen Corner Addition at the properties located at 600, 610, & 620 E. Hansen Avenue (existing Lots 9-13) based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to the staff report dated December 16, 2024. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. A motion was made by Jim Rooks and seconded by Arne Jorgensen to approve a fee waiver request and direct staff to initiate a refund in the amount of \$1,324.00. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Scoping Report on Affordable Non-Residential Zoning Strategies. This item was continued to the next regularly scheduled Town Council meeting. Resolution 24-26: Wildland Urban Interface. There was no public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Resolution 24-26, rescinding the previous WUI boundary and adopting the Town of Jackson WUI boundary as amended. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Resolution 24-27: A Resolution Repealing Resolution 09-04. Lea Colasuonno made staff comment. There was no public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve Resolution 24-27, A Resolution Repealing Resolution 09-04. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Resolution 24-28: Fee Schedule. Kelly Thompson made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve Resolution 24-28, rescinding all previous fee schedules and adopting the Town of Jackson Fee Schedule. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Ordinances. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to read ordinances in short title. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Ordinance I. An Ordinance Amending Title 16 Regarding the Introduction to the Housing Rules and Regulations. AN ORDINANCE AMENDING SECTION 16.10.000, INTRODUCTION, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: Ordinance J. An Ordinance Amending Title 16 Regarding Housing Development Standards and Procedures. AN ORDINANCE AMENDING SECTION 16.10.200, HOUSING DEVELOPMENT STANDARDS AND PROCEDURES, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: Ordinance K. An Ordinance Amending Title 16 Regarding Qualification and Eligibility. AN ORDINANCE AMENDING SECTION 16.10.300, QUALIFICATION AND ELIGIBILITY, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON,

• Public Notices •

WYOMING: Ordinance L. An Ordinance Amending Title 16 Regarding Weighted Drawing. AN ORDINANCE AMENDING SECTION 16.10.400, WEIGHTED DRAWING, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: Ordinance M. An Ordinance Amending Title 16 Regarding Sale and Resale Standards. AN ORDINANCE AMENDING SECTION 16.10.500, SALE AND RESALE STANDARDS, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: Ordinance N. An Ordinance Amending Title 16 Regarding Rental Standards and Procedures. AN ORDINANCE AMENDING SECTION 16.10.600, RENTAL STANDARDS AND PROCEDURES, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: Ordinance O. An Ordinance Amending Title 16 Regarding Compliance and Exception, Appeal, and Grievance Standards and Procedures. AN ORDINANCE AMENDING SECTION 16.10.700, COMPLIANCE AND EXCEPTION, APPEAL, AND GRIEVANCE STANDARDS AND PROCEDURES, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: Ordinance AA. An Ordinance Amending Title 16 Regarding Occupancy and Use. AN ORDINANCE AMENDING SECTION 16.10.800, OCCUPANCY AND USE, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: Ordinance AB. An Ordinance Amending Title 16 Regarding Definitions. AN ORDINANCE AMENDING SECTION 16.10.900, DEFINITIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: Ordinance AD: An Ordinance Amending Title 15 Regarding the National Electrical Code. AN ORDINANCE AMENDING SECTION 15.20.010, ADOPTION OF THE NATIONAL ELECTRICAL CODE, OF CHAPTER 15.20, ELECTRICAL CODE, OF THE TOWN OF JACKSON MUNICIPAL CODE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: Ordinance AE: An Ordinance Amending Title 15 Regarding the International Building Code. AN ORDINANCE AMENDING SECTIONS 15.04.010, PERMIT REQUIRED—APPLICATION, AND 15.04.020, INTERNATIONAL BUILDING CODE, OF CHAPTER 15.04, INTERNATIONAL BUILDING CODE, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING: Ordinance AF: An Ordinance Amending Title 15 Regarding the International Existing Building Code. AN ORDINANCE AMENDING SECTION 15.06.010, INTERNATIONAL EXISTING BUILDING CODE – ADOPTION BY REFERENCE, OF CHAPTER 15.06, INTERNATIONAL EXISTING BUILDING CODE, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING: Ordinance AG: An Ordinance Amending Title 15 Regarding the International Mechanical Code. AN ORDINANCE AMENDING SECTION 15.12.010, INTERNATIONAL MECHANICAL CODE – ADOPTION BY REFERENCE, OF CHAPTER 15.12, INTERNATIONAL MECHANICAL CODE, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING: Ordinance AH: An Ordinance Amending Title 15 Regarding Solid Fuel Burning Devices. AN ORDINANCE REPEALING CHAPTER 15.14, SOLID FUEL BURNING DEVICES, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING: Ordinance AI: An Ordinance Amending Title 15 Regarding the International Residential Code. AN ORDINANCE AMENDING SECTION 15.17.010, INTERNATIONAL RESIDENTIAL CODE – ADOPTION BY REFERENCE, OF CHAPTER 15.17, INTERNATIONAL RESIDENTIAL CODE, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING: Ordinance AJ. An Ordinance Amending the Title 15 International Plumbing Code. AN ORDINANCE AMENDING SECTIONS 15.24.010, INTERNATIONAL PLUMBING CODE – ADOPTION BY REFERENCE, OF CHAPTER 15.24, INTERNATIONAL PLUMBING CODE, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING: Ordinance AK. An Ordinance Amending Title 15 Regarding the International Fuel Gas Code. AN ORDINANCE AMENDING SECTIONS 15.27.010, INTERNATIONAL FUEL GAS CODE – ADOPTION BY REFERENCE, OF CHAPTER 15.27, INTERNATIONAL FUEL GAS CODE, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING: There was no public comment. A motion was made by Jim Rooks and seconded by Arne Jorgensen to approve Ordinances AE, AF, AG, AH, AI, AJ, and AK on third reading and designate them as Ordinances 1418 through 1424, respectively. Mayor Morton Levinson called for the vote. The

vote showed all in favor. The motion carried.

A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Ordinances AC and AD on third reading and designate them Ordinances 1416 and 1417, respectively. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Ordinance AL. An Ordinance Amending Title 9 Regarding Cruelty to Animals. AN ORDINANCE REPEALING CHAPTER 9.34, CRUELTY TO ANIMALS, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING: Ordinance AM. An Ordinance Amending Title 7 Regarding Animals. AN ORDINANCE AMENDING TITLE 7, ANIMALS, OF THE CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: There was no public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve ordinances AL and AM on third reading and designate them Ordinances 1425 and 1426, respectively. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Ordinance C. An Ordinance Amending Title 8 Regarding the Pay As You Throw Program. AN ORDINANCE AMENDING SECTION 8.12.020, DEFINITIONS, AND SECTION AND 8.12.070, SOLID WASTE COLLECTION, OF CHAPTER 8.12, GARBAGE AND REFUSE DISPOSAL, OF TITLE 8, HEALTH AND SAFETY, REGARDING PAY AS YOU THROW PROGRAM, OF THE CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: Ordinance D. An Ordinance Granting Teton Trash Removal a Franchise. AN ORDINANCE GRANTING TETON TRASH REMOVAL INC. D/B/A TETON TRASH REMOVAL A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF MUNICIPAL SOLID WASTE AND COMPOSTABLE / RECYCLABLE MATERIALS PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: Ordinance E. An Ordinance Amending the Franchise with Westbank Environmental Services. AN ORDINANCE OF THE TOWN OF JACKSON, WYOMING AMENDING THE FRANCHISE AGREEMENT WITH WESTBANK ENVIRONMENTAL SERVICES, INC. FOR THE COLLECTION AND DISPOSITION OF GARBAGE, ASHES, REFUSE, RECYCLABLE REFUSE, AND COMPOSTABLE MATERIALS. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: Ordinance F. An Ordinance Amending the Franchise with Yellow Iron Waste Removal. AN ORDINANCE OF THE TOWN OF JACKSON, WYOMING AMENDING THE FRANCHISE AGREEMENT WITH YELLOW IRON EXCAVATING, LLC DBA YELLOW IRON WASTE REMOVAL, FOR THE COLLECTION AND DISPOSITION OF GARBAGE, ASHES, REFUSE, RECYCLABLE REFUSE, AND COMPOSTABLE MATERIALS. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: Ordinance G. An Ordinance Amending the Franchise with Terra Firma Services. AN ORDINANCE OF THE TOWN OF JACKSON, WYOMING AMENDING THE FRANCHISE AGREEMENT WITH TERRA FIRMA SERVICES, LLC FOR THE COLLECTION AND DISPOSITION OF COMPOSTABLE / RECYCLABLE MATERIALS AND MUNICIPAL SOLID WASTE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: Kalisa Pointsett made public comment. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinances C, D, E, F, and H at third reading and designate them Ordinances 1427 through 1431, respectively. Mayor Morton Levinson called for the vote. The vote 3-2 with Mayor Morton Levinson, Jonathan Schechter, and Arne Jorgensen in favor and Jonathan Schechter and Jim Rooks opposed. The motion carried. Ordinance AN. An Ordinance Granting Star Valley Disposal a Franchise. AN ORDINANCE GRANTING STAR VALLEY DISPOSAL, INC. A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF MUNICIPAL SOLID WASTE AND COMPOSTABLE / RECYCLABLE MATERIALS PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: Ordinance AO. An Ordinance Granting New Waste Removal a Franchise. AN ORDINANCE GRANTING NEW WASTE REMOVAL, LLC A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF MUNICIPAL SOLID WASTE AND COMPOSTABLE / RECYCLABLE MATERIALS PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: There was no public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve Ordinances AN and AO at third reading and designate them Ordinances 1432 and 1433, respectively. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Ordinance P: An Ordinance Extending the CenturyLink Franchise Agreement. AN ORDINANCE AMENDING ORDINANCE 1243 EXTENDING THE TERM OF THE FRANCHISE GRANTED TO QWEST CORPORATION D/B/A CENTURYLINK QC ON BEHALF OF ITSELF TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM FOR THE PURPOSE OF SUPPLYING SERVICE TO THE TOWN OF JACKSON AND GRANTED ON DECEMBER 18, 2019. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING. Lea Colasuonno made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve Ordinance P on first reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Matters from Mayor and Council. A motion was made by Arne Jorgensen and Jonathan Schechter to appoint Jill Baldouf to the Parks & Recreation Board for a partial term expiring December 31, 2025, and to appoint Rick Gordon to the Parks & Recreation Board for a partial term expiring December 31, 2026, and to appoint Tim Day to the Parks & Recreation Board to serve a full 3-year term expiring December 31, 2027. Mayor Morton Levinson called for the vote. The vote showed 4-0 with Mayor Morton Levinson, Jonathan Schechter, Jim Rooks, and Arne Jorgensen in favor. Jessica Sell Chambers abstained from the vote. The motion carried. Council discussed the impending vacancy on the Town Council. A motion was made by Jessica Sell Chambers to ask staff to include in the staff report for the council appointment for the vacancy in January some best practices

for standardizing choices, to include transparency measures, consistency, bias mitigation, accountability, with clear criteria, a consistent process, balanced evaluation, transparency and accountability measures, and with diversity and representation perspectives to be included. Motion died for lack of a second. Arne Jorgensen thanked outgoing councilmembers for their time on Council. Jim Rooks left the meeting at 10:33pm. Town Manager's Report. Tyler Sinclair made staff comment. The Town Manager's report contained updates on the 2025 meeting calendar, temporary sign permits, and relocation of the Mercer Cabin. An opportunity to apply for a no-interest loan through WAM/WCCA's Energy Lease Program and an amendment to ARPA-WS-1073 State Lands and Investments Grant were added to the Town Manager's report. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Adjourn. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 10:34p.m.

Minutes: rt.
Publish: 12/24/24

TOWN COUNCIL PROCEEDINGS – UNAPPROVED DECEMBER 16, 2024 JACKSON, WYOMING The Jackson Town Council met in regular workshop in the Town Hall Council Chambers, located at 150 East Pearl in Jackson, at 1:30 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present: TOWN COUNCIL: Mayor Hailey Morton Levinson, Arne Jorgensen, Jonathan Schechter, and Jim Rooks. Jessica Sell Chambers was absent. Announcements. Mayor Morton Levinson introduced Joe Warren, Street Operator/Water Utility Technician and Matt Brackin, Equipment Operator. Gregory Lane Design Update. Johnny Ziem and Brian Lenz made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve the updated design of Concept 2 for the Gregory Lane corridor and direct staff to take the updated design to bidding. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Matters from Mayor and Council. There was no discussion. Council Priorities and Upcoming Agendas. There was no discussion. Recess to Executive Session – Town Only. A motion was made by Jim Rooks and seconded by Arne Jorgensen to recess to executive session to discuss personnel matters in accordance with Wyoming Statute 16-4-405(a)(ii). Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Council entered executive session at 2:00 p.m. Executive Session – County Only. The Teton County Board of County Commissioners called a special joint meeting to order at 2:29pm. County Commissioners present: Chair Luther Propst, Natalia Macker, Wes Garder, Mark Newcomb, and Greg Epstein. A motion was made by Mark Newcomb and seconded by Greg Epstein to recess to discuss personnel matters in accordance with Wyoming Statute 16-4-405(a)(ii). Chair Propst called for the vote. The vote showed all in favor. The motion carried. The Commission joined Council in executive session at 2:29pm. Council and Commission reconvened at 3:13 p.m. On behalf of the Town, a motion was made by Arne Jorgensen and seconded by Jonathan Schechter to appoint Ed Liebzeit to the Jackson Hole Airport Board to serve a full term expiring January 31, 2030. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. On behalf of the County, a motion was made by Greg Epstein and seconded by Natalia Macker to appoint Ed Liebzeit to the Jackson Hole Airport Board to serve a full term expiring January 31, 2030. Chairman Propst called for the vote. The vote showed all in favor. The motion carried. On behalf of the Town, a motion was made by Arne Jorgensen and seconded by Jonathan Schechter to appoint Doug Lowham to the Pathways Taskforce to serve a full term expiring February 1, 2029. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. On behalf of the Town, a motion was made by Arne Jorgensen and seconded by Jonathan Schechter to re-appoint LizAnn Eisen and Meghan Quinn to the START Board to serve full terms expiring December 31, 2027. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. On behalf of the County, a motion was made by Greg Epstein and seconded by Wes Gardner to re-appoint LizAnn Eisen and Meghan Quinn to the START Board to serve full terms expiring December 31, 2027. Chairman Propst called for the vote. The vote showed all in favor. The motion carried. On behalf of the Town, a motion was made by Arne Jorgensen and seconded by Jonathan Schechter to appoint Larry Thal, Mariah Underhill, and Ty Hoath to the Jackson/Teton County Affordable Housing Supply Board to serve full terms expiring December 31, 2027. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. On behalf of the County, a motion was made by Natalia Macker and seconded by Greg Epstein to appoint Larry Thal, Mariah Underhill, and Ty Hoath to the Jackson/Teton County Affordable Housing Supply Board to serve full terms expiring December 31, 2027. Chairman Propst called for the vote. The vote showed all in favor. The motion carried. Adjourn – County Only. On behalf of the County, a motion was made by Natalia Macker and seconded by Greg Epstein to adjourn. Chairman Propst called for the vote. The vote showed all in favor. The motion carried. Adjourn to Executive Session – Town Only. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn to executive session to discuss personnel matters in accordance with Wyoming Statute 16-4-405(a)(ii). Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned at 3:18 p.m.

Minutes: rt.
Publish: 12/24/24

• ORDINANCES •

ORDINANCE 1407 AN ORDINANCE AMENDING SECTION 16.10.000, INTRODUCTION, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: SECTION I. Section 16.10.000 of the Town of Jackson Municipal Code is hereby amended to read as follows: 16.10.000 - Introduction

Public Notices

- A. . . .
- B. Summary of Housing Programs.
1. . . .
2. Affordable. The Affordable housing program has income and asset requirements based on four income ranges: 0-50% Median Family Income (MFI), 50-80% MFI, 80-120% MFI, and 120-160% MFI. The program is divided into “Affordable Ownership” and “Affordable Rental,” and each has restricted pricing based on applicable affordability ranges. To qualify to purchase these units, household income and assets must be within the relative income range for the unit, and the Household must meet the Employment Requirement. No ownership of other residential real estate is allowed within 75 miles driving distance of the Town of Jackson. Owners must physically occupy the units a minimum of ten months each year. Tenants must physically occupy the units a minimum of 80 percent of their lease term (minimum lease term is six months). Tenants will be required to requalify annually. Owners will be required to provide proof of continued local employment, occupancy, and nonownership of residential real estate. Maximum rents and sales prices are based on median family income as published by HUD. Ownership units appreciate based on the Consumer Price Index not to exceed 3% annually.
3. Attainable. These units were built before housing standards were codified in the LDRs. No more Attainable housing units will be constructed, but the Housing Department Rules and Regulations still apply through the management of existing units. Specific requirements for these units are recorded as covenants on the property deed, and the Housing Department Rules and Regulations are referenced through these covenants. To qualify to purchase these units, household income and assets must be within the relative income range for the unit. At least one person in the household must work a minimum of 1,560 hours per year. No ownership of other residential real estate is allowed within 75 miles driving distance of the Town of Jackson at time of purchase. The owners must physically occupy the units a minimum of nine months each year. No requalification or future documentation will be required after purchase of the unit.
4. Employee. These rental housing units are built to comply with the housing mitigation requirements for new nonresidential development set out in the Town and County LDRs. Initially, these units were intended to provide housing to seasonal workers, but they are not restricted to occupancy by seasonal workers. These Housing Department Rules and Regulations have been updated to reflect the Town and County’s policy direction in 2017, which aligns with the Comprehensive Plan’s goal of housing the local year-round workforce. The owner of the Employee housing units ultimately makes the decision about unit tenancy so long as the household qualifies. These units can be converted to condominiums and sold to private entities but must be used as rental units as required by their Restriction in perpetuity. Employee units developed after June 4, 2018, will be part of the “Affordable Rental” program. To qualify to rent these units, household income must be within the relative income range for the unit. Households must meet the full-time employment requirement outlined in the Housing Unit’s Special Restriction. No ownership of other residential real estate is allowed within 75 miles driving distance of the Town of Jackson. Owners will be required to report annually and provide tenant information to the Housing Department pursuant to the Housing Department’s request for information. Tenants will be required to requalify annually. The units are not allowed to remain vacant in excess of 60 days.
5. Employment-Based. This is a program that the Town of Jackson initiated to create restricted ownership units for sale to Households that are employed in Teton County, but do not fit within the affordability ranges set out in the LDRs. These units are not developed under a mandatory requirement set out in the Town’s LDRs. Employment-Based units developed after June 4, 2018, will be part of the “Workforce Ownership” program. To qualify to purchase these units, at least one person in the Household must be employed at a Local Business for a minimum of 1,560 hours per year. They may not own residential real estate within 75 miles driving distance of the Town of Jackson. A minimum of 75% of the Household’s income must be earned from a Local Business(es). Owners must physically occupy the units for a minimum of 10 months of each year. Owners will be required to re-qualify annually.
6. Workforce Housing Programs. The Workforce Housing program requires households earn at least 75% of their household income from a Local Business and meet Employment Requirements, but there is no maximum income or asset limit. Households may not own other residential real estate within 75 miles driving distance of the Town of Jackson, Wyoming. The Workforce program is divided into “Workforce Rental” units and “Workforce Ownership” units. There is no cap on the initial sales price. Once an ownership unit is sold, the maximum resale price is restricted to CPI not to exceed 3% annually. The owners of Workforce Rental Units set the rental rates. There is no cap on rental rates. Units must be occupied a minimum of 10 months per year. Owners and tenants are required to re-qualify annually.
- C. Special restrictions.

| Household Qualification | At time of purchase and must continue to be employed full-time until household reaches retirement age | Continuous | Continuous | Continuous until household reaches retirement age | Continuous |
|---------------------------|---|--|--|---|---|
| Appreciation Restrictions | CPI with max. 3% per year compounded | No measured appreciation | No measured appreciation | CPI with max. 3% per year compounded | No measured appreciation |
| Sales Process | Weighted Drawing | By Owner | By Owner | Weighted Drawing after initial sale | By Owner |
| Rental Rate | N/A | Max. 30% of low end of income range | None | None | None |
| Rental Term | N/A | Not less than 6 months | Not less than 6 months | Approval by Housing Department | Not less than 6 months |
| Incentive | N/A | N/A | FAR exempt | 2:1 Workforce Housing FAR Bonus, Section 7.8.4 | 2:1 Workforce Housing FAR Bonus, Section 7.8.4 |
| Requirement | According to LDR 6.3 - must record a restriction on the unit | According to LDR 6.3 - must record a restriction on the unit | According to LDR 6.1.11.8.3.b - must record a restriction. Nonresidential only | According to LDR 6.3. Must record a restriction on all required and bonus Workforce units | According to LDR 6.3. Must record a restriction on all required and bonus Workforce units |

(Ord. 1407 § 1, 2024; Ord. 1325 § I, 2022; Ord. 1289 § 1, 2021; Ord. 1259 § 1, 2020; Ord. 1242 § 1, 2019; Ord. 1195 § 1, 2018). 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 as 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.

Publish: 12/24/24

ORDINANCE 1408
AN ORDINANCE AMENDING SECTION 16.10.200, HOUSING DEVELOPMENT STANDARDS AND PROCEDURES, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: SECTION I. Section 16.10.200 of the Town of Jackson Municipal Code is hereby amended to read as follows: 16.10.200 Housing development standards and procedures.

- A. . . .
- B. . . .
1. . . .
2. . . .
- a. . . .
- b. . . .
- c. . . .
- d. . . .
- e. . . .
- i. . . .
- ii. . . .
- a) . . .
- b) . . .
- c) . . .
- d) . . .
- e) . . .
- f) . . .
- g) Modification/amendment to Housing Department Template. The Developer shall not make modifications to the special restrictions with the Exception that when an alternate Housing Program is approved by the Town Council or County Commissioners. Modifications or amendments to the restricted covenant must be approved by the Town Council or Teton County Commissioners. The Developer or owner may be responsible for any legal costs to amend a Restrictive Covenant.
- h) Amendment and Restatement to Existing Restrictions. The restrictions on a restricted housing unit may be amended and restated as long as the amendment and restatement is more restrictive. The amendment and restatement may not be less restrictive.
- I. Workforce Units: At time of the initial sale of a unit, the owner is allowed to decide if they want to restrict the unit as Ownership or Rental (unless another type of development agreement is already in place). For subsequent sales, the restriction can be amended and restated to designate the unit as an ownership unit. It may not be amended and restated to designate the unit as a rental unit.
- j) Responsible Party. Owners of restricted housing units are required to provide a Notice of Responsible Party to the Housing Department upon signing Special Restrictions. The Notice of Responsible Party shall include the Owner’s contact information and the contact information for the party responsible for management of the unit. The Notice of Responsible Party must be updated immediately upon any changes to the responsible party, ownership or management of the unit.

(Ord. 1408 § 1, 2024; Ord. 1328, § 1, 2022; Ord. 1327 § 1, 2022; Ord. 1326 § 1, 2022; Ord. 1290 § 1, 2021; Ord. 1259 § 1, 2020; Ord. 1242 § 1, 2019; Ord. 1195 § 1, 2018). 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 as 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.

Publish: 12/24/24

ORDINANCE 1409
AN ORDINANCE AMENDING SECTION 16.10.300, QUALIFICATION AND ELIGIBILITY, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: SECTION I. Section 16.10.300 of the Town of Jackson Municipal Code is hereby amended to read as follows: 16.10.300 Qualification and eligibility.

A. General descriptions. Each Housing Program described in these Housing Department Rules and Regulations is evaluated on two levels to determine the requirements of occupants and/or owners to purchase and/or occupy the housing unit in question; the two levels of evaluation are herein referred to as qualification and eligibility. Where rules for purchasing can be applied to tenants, the Housing Department will apply the

same rules to both purchasing and renting.

-
- B. . . .
1. . . .
- a. . . .
- i. Self-employed. If self-employed for a business with fewer than two employees, the business must meet the definition of a Local Business. Second, the number of work hours must be documented to substantiate meeting the Employment Requirement. Notwithstanding the foregoing, if the business does not have a minimum of 75% of clients who are physically located in Teton County, the business can provide documentation of hours worked only for the clients who are physically located in Teton County. Verified local hours working self-employed may be combined with other verified local employment to meet the eligibility requirement of 1,560 hours per year. Since self-employment is often unique, different methods of verification may be used; however, a log of hours is required. Other methods may include verification from vendors, employees, or other applicable methods. All verification documents must be to the satisfaction of the Housing Department.
- b. Employment exemptions.
- i. . . .
- ii. Retirement. Individuals who have reached the Age of Retirement and can verify to the satisfaction of the Housing Department that they have met the Employment Requirement for ten consecutive years immediately prior to retirement are eligible to apply for Affordable Rental Housing. All other qualification criteria apply.
- iii. CWC-Jackson Student. Students attending CWC-Jackson studying as a ¾ time student (a minimum of 9 credit hours per semester) may use actual class hours plus Study Hours as defined by these Housing Rules and Regulations combined with hours of Employment with a Qualified Local Business for Housing Department Program eligibility. Combined hours must equal 1,560 hours.
- iv. . . .
- v. . . .
- iv. . . .
2. . . .
3. . . .
4. . . .
5. . . .
- C. . . .
1. . . .
- a. . . .
- i. Affordable and affordable rental. Legacy units developed prior to 2018 adoption of housing mitigation standards:
- | | |
|----------|------------|
| 0—80% | Category 1 |
| 80—100% | Category 2 |
| 100—120% | Category 3 |
| 120—140% | Category 4 |
| 140—175% | Category 5 |
| 175—200% | Category 6 |

Rental units developed after 2018 adoption of housing mitigation standards:

| |
|-------------|
| 0—50% |
| 50—80% |
| 80—120% |
| 120% - 160% |

Workforce Housing – No income range/limits

Ownership units developed after 2018 adoption of housing mitigation standards:

| |
|-------------|
| 50—80% |
| 80—120% |
| 120% - 160% |

Workforce Housing – No income range/limits

- ii. . . .
- iii. . . .
- iv. . . .
- v. . . .
- vi. . . .
- b. . . .
- i. . . .
- ii. . . .
- a) . . .
- b) . . .
- c) . . .
- d) Housing Department Discretion:
- 1) The Housing Department will use its discretion when calculating business income as unique situations arise from time to time. In unique situations, the Housing Department may need to deviate from the above methods. Deviations from the above method include but are not limited to the following:
- I. If a business is in operation while its owner is also working full-time as a W-2 employee for another organization but has since terminated the W-2 employment, that year(s) will not be included in the average.
- II. Independent contractors who are contracted for one organization may be required to submit an Affidavit of Employment.
- iii. Household members. All individuals who are intending to occupy the unit must be included on the application. All adults who will be occupying the unit must include income and assets on the application except children of intended members of the Household that are under the age of 25 and Attending College. For Affordable units, adults not listed on the application may not reside in the unit within the first year and may not reside in the restricted unit thereafter without prior approval from the Housing Department. For Workforce units, additional adults may reside in the unit at any time, but the household must qualify and have approval from the Housing Department. No approval will be given to either Affordable or Workforce owners without all adult occupants signing an Occupancy Agreement. For Affordable units, divorces must be finalized prior to closing on an ownership unit or signing a lease for a rental unit. For Workforce units divorces are not required to be finalized, and applicants are allowed to apply without their spouse, and the spouse’s income/assets, etc. will not be counted.
- iv. . . .
- v. . . .
- vi. . . .
2. . . .
- a. Calculation of net Assets. Affordable Rental and Ownership Units have limitations on the value of assets owned. Household Net Assets include the value of all Assets over \$500.00 in value including, but not limit too, bank accounts, investment accounts, life insurance, furniture, automobiles, jewelry, com-

• Public Notices •

puter equipment, real estate, and recreational equipment; less any debt the Household has. Net Assets do not include retirement accounts, unless money will be withdrawn to be used as a down payment or closing costs. Business Assets are limited to liquid Assets.

Total Household Net Assets shall not exceed two times the four-person Household Income requirement for the income category of the housing unit. All Household members’ shares of liquid business Assets shall be included in determination of total Household Net Assets. Net Assets of all Household members shall be combined in determination of total Household Net Assets. See the “Household Income and Asset Chart” for net Asset thresholds, which is updated annually and published on the Housing Department website. A copy may be obtained from the Housing Department.

b. ...
c. Required sale of residential property. Once under contract for a Restricted Housing Unit, the qualifying Household must list residential property (developed or undeveloped), located within 75 miles driving distance from the Town of Jackson, for sale at a price commensurate with the Price Opinion. If the property has not sold or is not under contract after one year from the listing date, within 30 days of the year expiring, another Price Opinion will be obtained. If the Price Opinion is lower than the listed price, the owner will have 30 days from the date of the price opinion to lower the asking price to that of the Price Opinion. If after 24 months from the date first listed, the property still has not sold or gone under contract, the Housing Manager of the Housing Department will issue an analysis of the property with a determination of the salability of the Restricted Housing Unit along with the next steps required. A copy of the analysis will be provided to the owner, and the owner will have the opportunity to Appeal the determination of the Housing Authority Board. The owner may be required to sell their Restricted Housing Unit if the residential property has not sold.

d. ...
3. Readiness to purchase or rent. Individuals purchasing or renting a Restricted Housing Unit must demonstrate readiness to purchase or rent by showing the following:

a. ...
b. ...
c. ...
d. ...

i. Affordable Units. Cosigners and Guarantors are prohibited when a Household is purchasing or renting Affordable Units.
ii. Workforce Units. Cosigners and Guarantors are allowed when a Household is purchasing or renting Workforce Housing units with the approval of the Housing Department, which approval will only be granted when, a cosigner or guarantor is needed solely due to the buyer’s lack of ability to afford the unit on their own. Cosigners and Guarantors are prohibited from being on title to the Housing Unit.

4. Homebuyer Education. For purchase only, completion of the Homebuyer Education course is required to meet eligibility criteria to enter a weighted drawing for a restricted housing unit or purchase a restricted housing unit. The required course is available through the Wyoming Housing Network or another Housing Department approved organization. The financial counseling offered after the completion of the homebuyer education course is encouraged but not required.

5. Online interest application. The online interest application must be completed prior to entering a Weighted Drawing for a home. Completion of this application will put a Household on the Housing Department’s email list, and the Household will begin receiving emails with information about homes for which they qualify. All advertising of homes available will be done through email to those who have completed the interest application and on the Housing Department website. The interest application can be found on the Housing Department’s website: jhaffordablehousing.org. This application must be completed in its entirety and updated at least annually. It cannot be completed or updated during a Weighted Drawing Process that the Household wishes to enter. The interest application does not automatically enter a Household into a Weighted Drawing. The Weighted Drawing is a separate process. See Section 16.10.004.C.5.
(Ord. 1409 § 1, 2024; Ord. 1329 § I, 2022; Ord. 1291 § 1, 2021; Ord. 1260 § 1, 2020; Ord. 1242 § 1, 2019; Ord. 1195 § 1, 2018).

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 as 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.
Publish: 12/24/24

ORDINANCE 1410

AN ORDINANCE AMENDING SECTION 16.10.400, WEIGHTED DRAWING, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:
SECTION I. Section 16.10.400 of the Town of Jackson Municipal Code is hereby amended to read as follows:
16.10.400 Weighted Drawing.

The affordable and workforce housing requirements may utilize the Weighted Drawing Process to select a Qualified Household using the procedures listed below. The Weighted Drawing will be advertised on the Housing Department website, jhaffordablehousing.org, and via email to all Households that have completed the interest application . A one-time application fee per household may be charged to apply for Housing Department programs. Changes to members of a household constitutes a new household and may require an additional fee.
A. Minimum Occupancy Requirement. In order to ensure that the units meet the intended goals of housing the Teton County workforce and are consistent with mitigation requirements, the following Occupancy Requirements for units in the affordable program are:

Studio: One or two people.
One-bedroom: One or more people.
Two-bedroom: Two more people.
Three-bedroom: One or two adults with two or more Dependents.

For rental units; three or more people.

Four-bedroom: One or two adults with three or more Dependents.

For rental units; four or more people.

For purposes of counting Household size, children or adult Dependents must live with the Household and be claimed as a Dependent on Federal Income tax returns. Parents must have Physical Custody Rights of children to count the children as part of their household. Any deviation from the minimum Occupancy Requirements must be approved prior to the drawing through the Exception process.

B. Weighted Drawing points. Eligible Households receive points that will determine the number of entries the Household will receive in the Weighted Drawing. One point equals one entry in the Weighted Drawing. One point is assigned for each full year of consecutive full-time employment at a Local Business immediately prior to entering a Weighted Drawing, with a maximum of ten points. One point is assigned for each Qualified Critical Services Provider with a maximum of two points. One (1) point is given to a Household who enters a drawing for a unit in the Workforce Program and meets the minimum occupancy requirements in accordance with the requirements for units in the Affordable Program. The total maximum points a Household can receive is thirteen (13). Households are not eligible to enter a Weighted Drawing until they have one (1) full year of full-time employment in Teton County for a Local Business or one (1) point.

...

1. ...
2. ...
3. ...
4. ...
5. ...
6. ...
7. ...
8. ...
C. ...

1. ...
2. Required documents.
a. Weighted Drawing entry request. A Weighted Drawing entry request Request in accordance with Housing Department policies and procedures must be submitted for each housing unit’s Weighted Drawing.
b. Current work verification. Documentation showing total income earned and hours worked at the current place of employment. An affidavit of current employment must be submitted for each adult member of the Household (except adult children under the age of 25 who are attending college). The affidavit of current employment must be completed by the employer and submitted by the employer directly to the Housing Department.
c. Previous work verification. Affidavits of previous employment are required to verify a minimum of one-year of full-time working hours for a Local Business in Teton County, WY. Only one member of the Household must verify one-year of full-time employment. Affidavits of previous employment are to be completed by the former employer or employer’s agent and submitted by the employer or agent directly to the Housing Department.

Affidavits of previous employment are also used by the Housing Department to verify years of work history for points in the Weighted Drawing.

Other types of verification of previous employment may also be accepted such as a final pay stub for the year showing business name and total hours worked for the year along with a W-2.

...

(Ord. 1410 § 1, 2024; Ord. 1330 § I, 2022; Ord. 1292 § 1, 2021; Ord. 1261 § 1, 2020; Ord. 1242 § 1, 2019; Ord. 1195 § 1, 2018).
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 as 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.
Publish: 12/24/24

ORDINANCE 1411

AN ORDINANCE AMENDING SECTION 16.10.500, SALE AND RESALE STANDARDS, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:
SECTION I. Section 16.10.500 of the Town of Jackson Municipal Code is hereby amended to read as follows:
16.10.500 Sale and Resale Standards.

A. ...
B. ...
C. ...
D. ...
E. ...
1. ...
2. ...
3. ...

a. Fixtures erected, installed or attached as permanent, functional, nondecorative improvements to real property, excluding repair, replacement and/or maintenance improvements. May also include blinds or shutters if approved by the Housing Department;

...

4. ...
F. ...

1. ...
a. ...
b. Death.

i. Nonqualified Transfer on Death. In the event of the death of an owner, the owner’s interest may be transferred to the owner’s child, children or other beneficiary who may not be Qualified. If they do qualify, they will be allowed to keep the home in accordance with the Special Restrictions and these Housing Rules and Regulations. If the beneficiary does not qualify, the beneficiary will be required to sell the home in accordance with the Special Restriction and the Housing Rules and Regulations. Proceeds of the sale, after payment of all parties owed in accordance with the Special Restriction and Housing Rules and Regulations, will be retained by the benefi-

ciary.

ii. Qualified Transfer on Death. In the event of the death of an owner, a qualified transferee must meet Occupancy, Use, Qualification and Eligibility criteria in accordance with these “Housing Rules and Regulations” within 90 days of the transfer of title.

iii. Transfer on death to minor(s). If the restricted unit is transferred to a beneficiary(s) who is a minor child(ren), the beneficiary(s) can keep the home if they have a legal guardian who will live in the home with the child(ren) until the youngest child becomes an adult. The legal guardian will be required to sign an Occupancy Agreement. The Special Restriction and the Housing Rules and Regulations will remain in effect. If the minor child(ren) beneficiary(s) do not have a legal guardian who will live in the home, the home will be sold in accordance with Nonqualified Transferee as defined in these Housing Rules and Regulations.

...

(Ord. 1411 § 1, 2024; Ord. 1331 § I, 2022; Ord. 1295 § 1, 2021; Ord. 1293 § 1, 2021; Ord. 1262 § 1, 2020; Ord. 1242 § 1, 2019; and Ord. 1195 § 1, 2018).

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 as 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.
Publish: 12/24/24

ORDINANCE 1412

AN ORDINANCE AMENDING SECTION 16.10.600, RENTAL STANDARDS AND PROCEDURES, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I. Section 16.10.600 of the Town of Jackson Municipal Code is hereby amended to read as follows:
16.10.600 Rental standards and procedures.

A. ...
B. ...
C. ...

1. Owner-occupied properties.

a. Primary residence requirement. Owners of Restricted Housing Units shall maintain the restricted housing unit as their primary residence.

b. ...
c. ...
d. ...
e. ...
f. ...

2. ...

a. ...
b. ...
c. ...

i. Rent Limitations. Rent charged while the owner is on leave will be limited to total housing costs, which include only (the mortgage payment, taxes, insurance, Ground Lease Fees and HOA dues). The actual cost of utilities can be added to the rent or billed to the tenant if utilities are in the owner’s name. Housing costs shall be verified by the Housing Department prior to approval of the lease. If there is no mortgage on the property, the Maximum Affordable Rent Calculation shall be used for Affordable units. The Housing Department shall approve rental rates for Workforce units.

...

d. ...

D. Restricted Rentals Owned by Private Entity.

1. Purchase of Restricted Rental Units. Restricted Rental Units may be purchased and owned by entities or individuals in accordance with the Special Restrictions and these Housing Rules and Regulations. Restricted Rental Units shall not be owner occupied or occupied by persons that have an ownership interest in an entity holding title to a Restricted Unit. Restricted Rental units shall not be occupied by persons that have family members that have an ownership interest in an entity holding title to a Restricted Unit. Restricted Rental Units shall not be occupied by persons that have an ownership interest in any entity that has an ownership interest in an entity holding title to a Restricted Unit. Restricted Rental Units shall not be occupied by persons that have family members that have an ownership interest in any entity that has an ownership interest in an entity holding title to a Restricted Unit. The Housing Department may require any individual or entity to provide appropriate documentation at any time to ensure compliance with these Rules and Regulations.

2. Tenant qualifications. All tenants of restricted housing units must meet the qualification criteria in accordance with the Special Restrictions and these Housing rules and Regulations. Tenants must be qualified prior to signing or renewing a lease agreement. The Housing Department reserves the right to request verification that the tenants are qualified at any time.

a. Approval of leases. Prior to signing a lease with a tenant, owner shall submit the lease form to the Housing Department for approval. The lease agreement must include the occupancy and use requirements and tenant qualification and reporting requirements in accordance with the Special Restriction and the Rules and Regulations.

b. Tenant qualification process. Tenants are required to qualify prior to signing or renewing a lease. Owner shall submit or cause tenant to submit of all qualification documentation required by the Housing Department verification of tenant household eligibility. The Housing Department will request qualification documentation at its discretion and in accordance with its policies and procedures.

c. No owner occupancy. Owners or members of owners’ immediate family shall not reside in or occupy the Residential Unit. For purposes of this paragraph, if Owner is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or other) or a trust, this prohibition on owner-occupancy shall extend to any partner, member, shareholder, other principal or owner of the entity, and any trustee or beneficiary of the trust.

d. Household composition. Only members of the Qualified Household may occupy a Residential Unit, except that Owner

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may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.

e. Written lease requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which shall be approved by the Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household proposing to rent the Residential Unit prior to such Housheold's occupancy, and upon each extension or renewal of any lease therefor.

f. Rental term. The Residential Unit shall be offered for rent in periods of not less than six (6) months.

g. Vacancies. The Residential Unit may be vacant between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.

h. Preference. Owner may give first priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of Owner. In the event there are no persons directly employed by Owner to whom Owner desires to rent the Residential Unit, then Owner shall rent to any Qualified Household.

3. Affordable units. . . .

4. Workforce units.

a. Standards of affordability. Workforce units are intended to serve households who earn more than 160% of Median Family Income. There is no maximum rent rate requirement on Workforce Rental Units. Notwithstanding the foregoing, households who earn less than 160% of Median Family Income are eligible to occupy Workforce Rental Units.

b. Rental rate. Workforce rental rates must be structured to meet the definition of Rent as defined in these Housing Rules and Regulations.

5. Qualification and reporting to housing department. Owners of restricted units are required to provide documentation upon request to the Housing Department for the purposes of determining that the occupants/tenants of a restricted unit meet the requirements to occupy the unit and the owner's compliance with the Special Restriction recorded on the unit.

a. Responsible party. Owners of restricted housing units are required to provide a Notice of Responsible Party to the Housing Department upon signing Special Restrictions. The Notice of Responsible Party shall include the Owner's contact information and the contact information for the party responsible for management of the unit. The Notice of Responsible Party must be updated immediately upon any changes to the responsible party, ownership or management of the unit.

b. Master leasing of rental units. Owners of restricted rental units may master lease the units to other entities with approval of the Housing Department. Owners are ultimately responsible for ensuring that the restricted units are in compliance with the Special Restrictions and Rules and Regulations. If the unit is not in compliance, the Housing Department reserves the right to require the termination of the Master Lease to be terminated and the eviction of the tenants to vacate from the unit. The Housing Department will approve master leasing as follows:

I. Approval of Master Lease. Owners shall submit the Master Lease Form to the Housing Department for approval prior to execution of the Master Lease.

II. Lessee Contact Information. Prior to execution of Master Lease, owner shall provide contact information for Lessee to the Housing Department. Contact information shall include Lessee entity name, entity's responsible party, mailing address, phone number, and email address.

III. Lessee Compliance Conference. Prior to execution of a Master Lease, Lessee must attend a Compliance Conference with the Housing Department.

1. Approval of Sublease. Prior to execution of a sublease with a sublessee, the Housing Department shall approve the Sublease form.

2. Approval of Sublessee. Prior to execution of sublease with a sublessee, the Lessee or potential sublessee shall provide documentation as required by the Housing Department for the purposes of qualifying the potential sublessee.

6. Default or breach of Special Restriction. Subject to the notice and cure provisions, of these Housing Rules and Regulations, each of the following shall be considered a default ("Default"):

a. Violation of Special Restrictions or Rules and Regulations. A violation of any term of the Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting the Residential Unit.

b. Vacancy. Vacancy of a Residential Unit for more than sixty (60) days continuously.

c. Fraud. Fraud or misrepresentation by Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

d. Taking or Assignment. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially insolvent according to law, or if any assignment is made of the property of Owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or Ownr's property by a court of competent jurisdiction.

e. In the event the Housing Department believes there to be a Default, the Housing Manager, or a Designee of the Housing Department shall send written notice to Owner of such violation, the required action to cure and the timing for such cure. If Owner disputes the Housing Department's decision, Owner shall proceed in accordance with the Rules and Regulations.

7. Default remedies. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, in addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, after notice and opportunity to cure as set forth in the preceding section, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

a. Specific performance. The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from

any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance.

b. Equitable relief. In addition to subsection A, any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or any other action authorized under the laws of the State of Wyoming.

c. Revocation. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, revoke or seek revocation of the rights to use or occupy the Residential Unit.

d. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.

f. Fines. The Housing Department may seek to impose fines on the owner in accordance with Town of Jackson Ordinances. Penalties are defined in J.M.C. 1.12.010.

(Ord. 1412 § 1, 2024; Ord. 1331 § 1, 2022; Ord. 1296 § 1, 2021; Ord. 1294 § 1, 2021; Ord. 1263 § 1, 2020; Ord. 1242 § 1, 2019; Ord. 1195 § 1, 2018).

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 as 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.

Publish: 12/24/24

ORDINANCE 1413

AN ORDINANCE AMENDING SECTION 16.10.700, COMPLIANCE AND EXCEPTION, APPEAL, AND GRIEVANCE STANDARDS AND PROCEDURES, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I. Section 16.10.700 of the Town of Jackson Municipal Code is hereby amended to read as follows:

16.10.700 Compliance and Exception, Appeal, and Grievance Standards and Procedures.

A. . . .

1. . . .

a. . . .

b. . . .

c. . . .

d. . . .

e. . . .

f. Exemption for retirees. During ownership, owners that reach Retirement Age as defined by the Federal Social Security Administration (FSSA) and further defined in these Housing Department Rules and Regulations are exempt from income and Employment Requirements but must remain a Qualified Household for the duration of the ownership on all other aspects of the recorded special restriction including, but not limited to the sole residency requirement, occupancy, and no ownership of other Residential Real Estate within 75 miles driving distance of the Town of Jackson. Owners or members of the Household that have not reached Retirement Age as defined by FSSA will be required to continue to comply with qualification criteria and reporting requirements in accordance with the special restriction and these Housing Rules and Regulations.

g. . . .

2. . . .

3. . . .

a. . . .

b. . . .

c. . . .

d. . . .

e. . . .

f. . . .

g. . . .

h. . . .

i. . . .

j. . . .

k. Ownership of residential property. Owners of Affordable, Employment-based and Workforce Restricted Housing Units built or sold after June 4, 2018 are not allowed to own Residential Real Estate within 75 miles driving distance of the Town of Jackson. All renters of Housing Department-administered rental units are not allowed to own Residential Real Estate within 75 miles driving distance of the Town of Jackson. Notwithstanding the foregoing, the Housing Department may approve the purchase of Residential Real Estate in unique circumstances.

. . . .

4. Penalties

a. Falsifying an Application. Any household or adult member of a household who has been found by the Housing Department to have falsified an application including but not limited to making false claims, forging signatures or information, or otherwise providing false information or documents will be prohibited from applying for any Housing Department program restricted housing unit for a period of five (5) years.

b. Eviction. Any household or adult member of a household who has been evicted from a Housing Department restricted rental unit will be permanently prohibited from applying for or occupying any Housing Department program restricted housing unit.

c. Forced Sale. Any household or adult member of a household who has been forced to sell a Housing Department ownership restricted ownership unit will be permanently prohibited from applying for or occupying any Housing Department restricted housing unit.

B. . . .

1. . . .

2. . . .

3. . . .

4. Multiple defaults. Upon the fourth time an owner of an owner-occupied restricted housing unit is found to be in Default within 15 years, the owner will not have an opportunity to cure. Multiple Defaults include any Defaults or failure

to comply with the Housing Rules and Regulations or the applicable Special Restrictions. The Housing Department will force the sale of the unit or follow through with other remedies allowed by the Restriction and/or these Housing Rules and Regulations. The owner will no longer be eligible to apply for, own, or rent restricted housing. Notwithstanding the foregoing, the Housing Department reserves the right to force a sale upon any uncured default regardless of the number of times the owner has been in default of the Special Restrictions or the Rules and Regulations.

5. Default hearing.

a. . . .

b. Within 30 days of the signed Order Appointing the Hearing Officer, the hearing officer will issue a scheduling order, which shall include the official notice of hearing, and deadlines for the parties to submit evidentiary documents, exhibits, witness lists, and/or pre-hearing memorandums.

. . . .

C. Process for Exception hearing process.

1. . . .

2. . . .

3. Housing department review and recommendation. All requests for hearings will be reviewed by Housing Department for completeness and provided to the JTCHA Board of Directors within 30 days with a recommendation for action, copied to the Household.

4. Hearing. The hearing will be heard by the JTCHA Board of Directors at a properly noticed meeting scheduled at least 30 days following the Housing Department's receipt of the "request for hearing" to ensure notice and due process. Notwithstanding the foregoing, the JTCHA Board of Directors may choose to appoint a Hearing Officer within the thirty (30) days following the Housing Department's receipt of the "Request for Hearing" in which case the Hearing will be scheduled by the Hearing Officer.

a. Hearing Officer.

i. The JTCHA Board of Directors may designate a hearing officer and sign an "order appointing the hearing officer." If the JTCHA Board of Directors appoint a nonexclusive hearing officer for a period of two years, recognizing that there may be a need to appoint a different hearing officer in some cases including, but not limited to a conflict of interest or absence.

ii. If a hearing officer is designated, within 30 days of the signed Order Appointing the Hearing Officer, the hearing officer will send out a scheduling order (official notice of hearing) and timeline for the parties to submit evidentiary documents and a list of witnesses.

iii. Hearings may be recorded and are not required to be transcribed. If owner wishes to have a hearing transcribed, all associated costs shall be paid by owner.

iv. Evidentiary documents and witness list along with a written statement of facts shall be submitted by each party to the opposite party fifteen (15) days prior to the hearing date.

v. Hearings may be recorded and are not required to be transcribed. If the Household wishes to have a hearing transcribed, all associated costs shall be paid by the Household.

vi. All witnesses that provide testimony will be sworn in under oath by the court reporter, and if no court reporter, the Hearing Officer, and if no Hearing Officer, the JTCHA Chair. Both parties shall be permitted to cross-examine witnesses, and the JTCHA Board of Directors shall have the opportunity to ask questions of the witnesses and Housing Department staff.

vii. The Housing Department's decision concerning the exception will be assumed correct, and the burden of proof shall be on the Household.

viii.If the Household fails to appear at the hearing, the JTCHA may make a determination to postpone the hearing, may make a determination based upon the evidence submitted, or may dismiss the matter for failure to appear.

b. JTCHA decision binding. Based on the evidence considered at the hearing, the JTCHA will provide a decision by means of a motion and majority vote. The decision of the JTCHA shall be binding, and the Housing Department shall take all actions necessary to carry out the decision. No Appeal of the JTCHA shall be made to the Town Council or County Commissioners. Any Appeal shall be made to the District Court of Teton County, Wyoming.

. . . .

(Ord. 1413 § 1, 2024; Ord. 1332 § I, 2022; Ord. 1297 § 1, 2021; Ord. 1264 § 1, 2020; Ord. 1242 § 1, 2019; Ord. 1195 § 1, 2018).

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 as 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.

Publish: 12/24/24

ORDINANCE 1414

AN ORDINANCE AMENDING SECTION 16.10.800, OCCUPANCY AND USE, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I. Section 16.10.800 of the Town of Jackson Municipal Code is hereby amended to read as follows:

16.10.800 Occupancy and use.

Rental and ownership units have occupancy and use restrictions. Households will be required to obey the following occupancy and use restrictions.

A. . . .

B. . . .

C. No Teton County Residential Real Estate. No member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) Residential Real Estate within 75 driving miles of the Town of Jackson, Wyoming at any time during occupancy or ownership of the Residential Unit. Notwithstanding the foregoing, the Housing Department may approve ownership of Residential Real Estate in unique circumstances.

D. . . .

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E. . . .
(Ord. 1414 § 1, 2024; Ord. 1333 § I, 2022; Ord. 1265 § 1, 2020; Ord. 1242 § 1, 2019; Ord. 1195 § 1, 2018).
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 as 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.
Publish: 12/24/24

ORDINANCE 1415
AN ORDINANCE AMENDING SECTION 16.10.900, DEFINITIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:
SECTION I. Section 16.10.900 of the Town of Jackson Municipal Code is hereby amended to read as follows:

16.10.900 Definitions.
A. Definitions.

Fee Schedule: A document published by the Housing Department that includes the list of fees charged for certain services provided by the Housing Department and allowed fee waivers. . . .

Owner: A person or entity who has the legal right in accordance with the Special Restrictions and these Rules and Regulations to possess, transfer title, or sell a restricted housing unit.

Physical Custody Rights: Legal custody rights granted by the Court that allows a parent to have their child reside with him/her.

. . . .
Qualified Households. Households that have applied for housing through the housing department, where Housing Department staff deem them as eligible to purchase or rent a Restricted Housing Unit after verification of information, based on the unit's Deed Restriction and the Housing Department Rules and Regulations. Information includes but is not limited to Household Income, Assets, employment, and minimum Occupancy Requirements. . . .

Rent: Tenant's regular payment to a landlord for the use of a restricted housing unit.

. . . .
Residential Real Estate. A parcel that includes a Residential Dwelling Unit or is larger than one acre and has the by-right potential for developing a Residential Dwelling Unit per local zoning regulations. . . .

Study Hours: For purposes of calculating hours worked for CWC students, Study Hours will equal two hours outside of the classroom for every one hour of class time. . . .

Volunteer Hours: Documented and verified hours worked for a qualifying Local Business or Local Organization for which no pay is received but may be counted as hours worked for eligibility in Housing Department programs. . . .

(Ord. 1415 § 1, 2024; Ord. 1335 § I, 2022; Ord. 1298 § 1, 2021; Ord. 1266 § 1, 2020; Ord. 1242 § 1, 2019; Ord. 1195 § 1, 2018).
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 as 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.
Publish: 12/24/24

ORDINANCE 1416
AN ORDINANCE AMENDING SECTION 15.08.010, INTERNATIONAL FIRE CODE AND INTERNATIONAL WILDLAND-URBAN INTERFACE CODE—ADOPTION BY REFERENCE, OF CHAPTER 15.08, INTERNATIONAL FIRE CODE, OF THE TOWN OF JACKSON MUNICIPAL CODE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: SECTION I. Section 15.08.010 of the Town of Jackson Municipal Code is hereby amended to read as follows: 15.08.010 International Fire Code and International Wildland-Urban Interface Code—Adoption by reference. There is hereby adopted by the Town Council of the Town of Jackson, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion, that certain Codes known as the International Fire Code and International Wildland-Urban Interface Code, 2024 Editions, published by the International Code Council, Inc., with the following amendments:
A. The International Fire Code (IFC), including Appendices B, C, D, E, F, H, I, N and O 2024 Edition, referring to the most current year standard referenced in the code, as published by the International Code Council, Inc., with the following amendments:

1. Chapter 1, Scope and Administration, Part 2 Administration and Enforcement Section 109, Inspections 109.5 Inspection Frequency. All commercial structures under this AHJ shall be inspected at minimum once every 5 calendar years for compliance with this code.
CHAPTER 1, Scope and Administration, Part 2 Administration and Enforcement, SECTION 113, Violations.
113.4 Violation Penalties. Persons who violate this Chapter 15.08 are subject to prosecution and punishment in accordance with Jackson Municipal Code §1.12.010, penalty for violations.
2. CHAPTER 2, Definitions SECTION 203, Occupancy Classification and Use.
203.4.2 Group E, Day Care Facilities. This group includes buildings and structures or portions thereof occupied by more than ten children older than 21/2 years of age who receive educational, supervision or personal care services for fewer than 24 hours per day.
203.4.2.2 Ten or fewer children. A facility having ten or fewer children receiving such day care shall be classified as part of

the primary occupancy.
203.4.2.3 Ten or fewer children in a dwelling unit. A facility such as the above within a dwelling unit and having ten or fewer children receiving such day care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.
3. . . .
4. . . .
5. . . .
6. . . .
7. . . .
8. Chapter 12, Energy Systems, Section 1205.2 Solar Photovoltaic Power Systems, Access and Pathways.
Add: Exception: 4. . . .
9. CHAPTER 10, Means of Egress, SECTION 1010, Doors, Gates and Turnstiles, SUBSECTION 1010.2.4 Locks and Latches
Strike allowance 3.
10. . . .
11. . . .
12. . . .

B. The International Wildland-Urban Interface Code (IWUIC), including Appendices, A,C,D,E and H 2024 Edition, as promulgated by the International Code Council, Inc., with the following amendments:

1. Chapter 1, Scope and Administration, Section 101, Scope and General Requirements, Subsection 101.5, Additions or alterations. Add exception: Exception: Additions or alterations of not more than 500 square feet to existing structures shall be required to conform to that required for a new building or structure except for section 602; Automatic Sprinkler Systems, unless the structure already has a fire sprinkler system.
2. Chapter 4, Urban-Wildland Interface Area Requirements, SECTION 403, Access, SUBSECTION 403.2.3 Service limitations.

Amend to read: “A driveway shall serve not more than four dwelling units.”

3. Chapter 5, Special Building Construction Regulations, Section 501, General. Chapter 5, Ignition-Resistant Construction Material, Section 504.10.3 Vent locations, Add exception:

3. Exception: Ventilation shall be allowed in cold roof construction if the vents meet the conditions of 504.10.1 this applies to all IR construction types.

Chapter 5, Ignition-Resistant Construction Material, Section 503.2,
Add: 503.2.1.1 Wood Shakes and Shingles. The use of all types of wood shake, wood shingles or siding is prohibited within the mapped Wildland-Urban Interface area.
Strike section 503.2.3

4. . . .
C. Section 7. Fire Code Official. The “Fire Code Official” referred to by the International Fire Code, as herein adopted, is the officer charged with the implementation, administration, and enforcement of such codes. The Fire Code Official is hereby defined and declared to be the Fire Marshal of Jackson Hole Fire/EMS.

D. Section 8. Enforcement. It shall be the duty of the Fire Marshal or their appointed Deputies to enforce the provisions of the International Fire Code and to make inspections and test hereunder.

E. Special Municipal Officers. The Fire Code Official and the Fire Inspectors of the Jackson Hole Fire and EMS Department, appointed as Special Municipal Officers by the Town of Jackson, have specific authority to issue citations for violations of the provisions of this Chapter 15.08 as set forth by Wyo. Stat. Ann. § 7-2-103(e) and Wyo. Stat. Ann. § 15-1-103(a)(l).
F. Wildland Urban Interface Boundary. Pursuant to Section 302.1, Declaration, of the 2024 International Wildland-Urban Interface Code, the Town Council of the Town of Jackson declares the entire Town of Jackson, including corporate boundaries as they may later be amended, are within the wildland-urban interface area and this declaration is based on the findings of facts, all of which is set forth in Resolution 24-25.

A copy of said Code is on file and available in the Office of the Fire Marshal.
(Ord. 1416 § 1, 2024; Ord. 1306 § 1, 2022; Ord. 1234 § 1, 2019; Ord. 1143 § 1, 2016; Ord. 1022 § 1, 2013; Ord. 885 § 1, 2008; Ord. 761 § 3, 2004; Ord. 591 § 1, 1998; Ord. 497 § 1, 1995; Ord. 446 § 1, 1992; Ord. 408 § 1, 1990; Ord. 372 § 1, 1987; Ord. 321, C-1 § 1, 1984; Ord. 277 § 2, 1981; Ord. 272 § 2, 1981).

SECTION III. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
SECTION VI. 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 as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION V. This Ordinance shall become effective January 1, 2025. R. Taylor, Town Clerk.
Publish: 12/24/24

ORDINANCE 1417
AN ORDINANCE AMENDING SECTION 15.20.010, ADOPTION OF THE NATIONAL ELECTRICAL CODE, OF CHAPTER 15.20, ELECTRICAL CODE, OF THE TOWN OF JACKSON MUNICIPAL CODE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: SECTION I. Section 15.20.010 of the Town of Jackson Municipal Code is hereby amended to read as follows: 15.20.010 Adoption of the National Electrical Code.

A. The National Electrical Code, including Tables, Appendices and Uniform Administrative Code Provisions, by references, 2023 Edition, NFPA 70 (a document of the National Fire Protection Association, Inc.) is incorporated herein by reference as if the same were fully herein set out, except with the following amendments:

1. Article 230, Services, SECTION VI, Service Equipment - Disconnecting Means, Subsection 230.7, (A), (1) Readily Accessible Location.

The service disconnecting means shall be installed outside of the building or structure at a readily accessible location.

. . . .
(Ord. 1417 § 1, 2024; Ord. 1280 § 8, 2021; Ord. 1254 § 1, 2020; Ord. 1171 § 1, 2017; Ord. 1101 § 1, 2015; Ord. 1057 § 1, 2014; Ord. 990 § 1, 2011; Ord. 899 § 1, 2008; Ord. 886 § 1, 2008; Ord. 803 § 1, 2005; Ord. 706 § 1, 2002; Ord. 633 § 1, 2000; Ord. 413 § 1, 1990; Ord. 325 § 1, 1984; Ord. 313 § 2, 1983)
SECTION III. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
SECTION VI.

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 as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.
SECTION V. This Ordinance shall become effective January 1, 2025. R. Taylor, Town Clerk.

Publish: 12/24/24

ORDINANCE 1418
AN ORDINANCE AMENDING SECTIONS 15.04.010, PERMIT REQUIRED—APPLICATION, AND 15.04.020, INTERNATIONAL BUILDING CODE, OF CHAPTER 15.04, INTERNATIONAL BUILDING CODE, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING: SECTION I. Sections 15.04.010 and 15.04.020 of the Municipal Code of the Town of Jackson are hereby amended to read as follows: 15.04.010 Permit required—Application. It is unlawful for any person to erect, construct, reconstruct, alter or change the use of any building or other structure within the Town limits without obtaining a building permit from the Building Official, and such Building Official shall not issue any permit unless the plans of and for the proposed erection, construction, reconstruction, alteration or use fully conforms to the zoning regulations, subdivision regulations and building regulations then in effect. All applications for building permits shall be accompanied by all documentation as required on the building permit application and such other information as may be deemed necessary to provide for the enforcement of the Town's Land Development Regulations (LDRs). All building permit fees are to be determined by the Town Council by resolution or ordinance, and may be changed from time to time.

(Ord. 1418 § 1, 2024; Ord. 760 § 3, 2004; Ord. 271 § 1, 1981).
15.04.020 International building code.

A. All applications to construct buildings and temporary structures within the Town from and after January 1, 2025, shall be constructed in accordance with the requirements of the International Building Code, 2024 Edition, as published by the International Code Council, specifically excluding all appendices. Said Code is incorporated herein by reference as if the same were fully herein set out, except as follows:

. . . .
3. Section 104.2.51 shall be amended by adding: “Section 104.11.0.1 Structural Insulated Panel Roof Assemblies. All roofs utilizing Structural Insulated Panels (SIP) will be required to include a cold roof ventilation design approved by the Building Official.”

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16. The second sentence of Section 1805.1.2 Under Floor Space shall be revised to read: “Where there is evidence that the seasonal ground water table rises to the elevation of the bottom floor of the crawl space, the ground level of the under-floor space shall be elevated to a minimum of 12 inches above such elevation unless an approved drainage system is provided”.

17. . . .
19. . . .
(Ord. 1418 § 1, 2024; Ord. 1303 § 1, 2022; Ord. 1280 § 8, 2021; Ord. 1229 § 1, 2019; Ord. 1141 § 1, 2016; Ord. 1020 § 1, 2013; Ord. 854 § 2, 2007; Ord. 760 §§ 4, 5, 2004; Ord. 601 § 1, 1998; Ord. 493 § 1, 1995; Ord. 483 § 1, 1994; Ord. 450 § 1, 1992; Ord. 430 § 1, 1991; Ord. 406 § 1, 1990; Ord. 320 § 1, 1984; Ord. 271 § 2, 1981).
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 as 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 January 1, 2025. R. Taylor, Town Clerk.

Publish: 12/24/24

ORDINANCE 1419
AN ORDINANCE AMENDING SECTION 15.06.010, INTERNATIONAL EXISTING BUILDING CODE – ADOPTION BY REFERENCE, OF CHAPTER 15.06, INTERNATIONAL EXISTING BUILDING CODE, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING: SECTION I. Section 15.06.010 of the Municipal Code of the Town of Jackson is hereby amended to read as follows: 15.06.010 International existing building code.

A. All applications for work on existing buildings within the Town from and after January 1, 20252, shall be constructed in accordance with the requirements of the International Existing Building Code, 20241 Edition, as published by the International Code Council, specifically excluding all appendices. Said Code is incorporated herein by reference as if the same were fully herein set out except as follows:

. . . .
(Ord. 1419 § 1, 2024; Ord. 1305 § 1, 2022)
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 as 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 January 1, 2025. R. Taylor, Town Clerk.

Publish: 12/24/24

ORDINANCE 1420
AN ORDINANCE AMENDING SECTION 15.12.010, INTERNATIONAL MECHANICAL CODE – ADOPTION BY REFERENCE, OF CHAPTER 15.12, INTERNATIONAL ME-

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CHANICAL CODE, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING: SECTION I. Section 15.12.010 of the Municipal Code of the Town of Jackson is hereby amended to read as follows: 15.12.010 International mechanical code – Adoption by reference. A. All applications to construct buildings and temporary structures within the Town from and after January 1, 2025, shall be constructed in accordance with the requirements of the International Mechanical Code, 2024 Edition, as published by the International Code Council, specifically excluding all appendices. The said Code is incorporated herein by reference as if the same were more fully herein set out except as follows: Section 505.3.

1. This exception shall not apply to any new construction. This exception can only be used for remodels and only if the kitchen fan installation would require existing finishes to be removed. ... (Ord. 1420 § 1, 2024; Ord. 1307 § 1, 2022; Ord. 1280 § 8, 2021; Ord. 1232 § 1, 2019; Ord. 1145 § 1, 2016; Ord. 1023 § 1, 2013; Ord. 855 § 2, 2007; Ord. 762 § 3, 2004; Ord. 603 § 1, 1998; Ord. 494 § 1, 1995; Ord. 447 § 1, 1992; Ord. 412 § 1, 1990; Ord. 322 § 1, 1984; Ord. 273 § 2, 1981). 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 as 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 January 1, 2025. R. Taylor, Town Clerk. **Publish: 12/24/24**

ORDINANCE 1421
AN ORDINANCE REPEALING CHAPTER 15.14, SOLID FUEL BURNING DEVICES, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING: SECTION I. Chapter 15.14 of the Municipal Code of the Town of Jackson is hereby repealed as follows: Chapter 15.14 SOLID FUEL BURNING DEVICES (REPEALED) 15.14.010 Definitions. (Repealed) (Ord. 1421 § 1, 2024; Ord. 763 § 3, 2004; Ord. 431 § 1, 1991).

15.14.020 Mechanical permit required—compliance. (Repealed) (Ord. 1421 § 1, 2024; Ord. 763 § 4, 2004). 15.14.030 Approved Solid Fuel Burning Devices. (Repealed) (Ord. 1421 § 1, 2024; Ord. 763 § 5, 2004).

15.14.040 Installation guidelines. (Repealed) (Ord. 1421 § 1, 2024; Ord. 763 § 6, 2004; Ord. 498 § 1, 1995; Ord. 445 § 1, 1992; Ord. 431 § 1, 1991). 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 as 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 January 1, 2025. R. Taylor, Town Clerk. **Publish: 12/24/24**

ORDINANCE 1422
AN ORDINANCE AMENDING SECTION 15.17.010, INTERNATIONAL RESIDENTIAL CODE – ADOPTION BY REFERENCE, OF CHAPTER 15.17, INTERNATIONAL RESIDENTIAL CODE, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING: SECTION I. Section 15.17.010 of the Municipal Code of the Town of Jackson is hereby amended to read as follows: 15.17.010 International Residential Code—Adoption by reference. A. All applications to construct detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with separate means of egress within the Town from and after January 1, 2025, shall be constructed in accordance with the requirements of the International Residential Code, 2024 Edition, as published by the International Code Council, specifically including Appendix AF. B. The requirements of the International Residential Code, 2024 Edition is incorporated herein by reference as if the same were fully herein set out except as follows:

... 7. Table R301.2(1) shall read as follows:

| | |
|----------------------------------|----------------|
| Ground snow load | 93 psf |
| Wind speed | 105mph |
| Seismic design category | D |
| Weathering | Severe |
| Frost line depth | 34 inches |
| Termite | None to slight |
| Winter design temperature | 30 degrees f |
| Ice shield underlayment required | Yes |
| Flood hazards | 1989 |
| Air freezing index | 2531 |
| Mean annual temp | 38 degrees |

8. ... Amend Chapter 11 in its entirety to read: “Chapter 11 will use the 2021 IRC Energy Efficiency requirements and the 2021 IECC. 9. ... 10. ... 11. ... 12. ... 13. ... 14. ... 15. ... 16. ... 17. ... 18. ... 19. Section M1503.3. a. This exception shall not apply to any new construction. b. This exception can only be used for remodels and only if

the kitchen fan installation would require existing finishes to be removed. 20. ... 21. ... 22. ... 23. Section G2414.4.3 shall be revised to read as follows: “Copper and brass tubing shall not be used for installations of gas piping systems.”. 24. ... 25. ... 26. ... 27. ... 28. ... 29. ... 30. ... 31. ... (Ord. 1422 § 1, 2024; Ord. 1308 § 1, 2022; Ord. 1280 § 8, 2021; Ord. 1230 § 1, 2019; Ord. 1147 § 1, 2016; Ord. 1024 § 1, 2013; Ord. 856 § 2, 2007; Ord. 764 § 3, 2004). 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 as 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 January 1, 2025. R. Taylor, Town Clerk. **Publish: 12/24/24**

ORDINANCE 1423
AN ORDINANCE AMENDING SECTIONS 15.24.010, INTERNATIONAL PLUMBING CODE – ADOPTION BY REFERENCE, OF CHAPTER 15.24, INTERNATIONAL PLUMBING CODE, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING: SECTION I. Section 15.24.010 of the Municipal Code of the Town of Jackson is hereby amended to read as follows: 15.24.010 International plumbing code – Adoption by reference. A. All applications to construct buildings and temporary structures within the Town from and after January 1, 2025, shall be constructed in accordance with the requirements of the International Plumbing Code, 2024 Edition, as published by the International Code Council, specifically excluding all appendices. B. The International Plumbing Code, 2024 Edition is incorporated herein by reference as if the same were fully herein set out except as follows: ... (Ord. 1423 § 1, 2024; Ord. 1309 § 1, 2021; Ord. 1280 § 8, 2021; Ord. 1233 § 1, 2019; Ord. 1146 § 1, 2016; Ord. 1025 § 1, 2013; Ord. 857 § 2, 2007; Ord. 765 § 3, 2004; Ord. 602 § 1, 1998; Ord. 495 § 1, 1995; Ord. 448 § 1, 1992; Ord. 407 § 1, 1990; Ord. 323 § 1, 1984; Ord. 274 § 1, 1981; Ord. 64 § 1, 1958). 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 as 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 January 1, 2025. R. Taylor, Town Clerk. **Publish: 12/24/24**

ORDINANCE 1424
AN ORDINANCE AMENDING SECTIONS 15.27.010, INTERNATIONAL FUEL GAS CODE – ADOPTION BY REFERENCE, OF CHAPTER 15.27, INTERNATIONAL FUEL GAS CODE, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING: SECTION I. Section 15.27.010 of the Municipal Code of the Town of Jackson is hereby amended to read as follows: 15.27.010 International fuel gas code – Adoption by reference. A. All applications to construct buildings and temporary structures within the Town from and after January 1, 2025, shall be constructed in accordance with the requirements of the International Fuel Gas Code, 2024 Edition, as published by the International Code Council, specifically excluding all appendices. Said Code is incorporated herein by reference as if the same were fully herein set out except as follows: ... (Ord. 1424 § 1, 2024; Ord. 1310 § 1, 2022; Ord. 1280 § 8, 2021; Ord. 1231 § 1, 2019; Ord. 1144 § 2, 2016; Ord. 1024 § 1, 2013; Ord. 858 § 2, 2007; Ord. 766 § 1, 2004). 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 as 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 January 1, 2025. R. Taylor, Town Clerk. **Publish: 12/24/24**

ORDINANCE 1425
AN ORDINANCE REPEALING CHAPTER 9.34, CRUELTY TO ANIMALS, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING: SECTION I. Chapter 9.34 of the Municipal Code of the Town of Jackson is hereby repealed as follows: 9.34.010 - Cruelty or neglect of animals. (Repealed). (Ord. 1425 § 1, 2024; Ord. 1317 § 1 (Exh. A), 2022; Ord. 162 § 22, 1973). 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 as 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. R. Taylor, Town Clerk. **Publish: 12/24/24**

ORDINANCE 1426
AN ORDINANCE AMENDING TITLE 7, ANIMALS, OF THE CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: SECTION I. Chapter 7.02, Definitions, Authority, and Impoundment, of Title 7, Animals, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows. Chapter 7.02 DEFINITIONS, AUTHORITY, AND IMPOUNDMENT

7.02.010 Definitions. A. The following definitions shall apply to this Title: 1. Animal means any living creature, domestic or wild, other than a human. 2. Animal Control Officer means any peace officer or other person designated by the State, County, or Town to enforce State, County, and Town laws and regulations pertaining to Animals and animal control. 3. Animal Shelter means a facility recognized by the Town for the purpose of housing, impounding, caring for, and disposing of Animals held under the authority of State, County, and Town laws and regulations. Animal Shelter as used in this Title includes the staff of the Animal Shelter. 4. At Large means an Animal which is off the Premises of the Owner and is not under the Control of the Owner. 5. Control means under immediate, continuous physical control of an Animal secured by a Leash that is not harmful or injurious to the Animal and which is managed by a person capable of physically restraining the Animal; or under voice control regardless of circumstances or distractions that may be encountered, and the Owner shall at all times be clearly and fully within unobstructed sight and hearing of the Animal. Voice control shall mean the Animal returns immediately to and remains by the side of the Owner in response to a single command of the Owner. 6. Corral Space means any building, yard, field, pasture, shed, stable, corral, or enclosure wherein Horses are kept, maintained, harbored, or boarded. 7. Dangerous Animal means an animal which is dangerous to the public health or safety if exposed in public, and includes but is not limited to, black bear, grizzly bear, mountain lion, wolf, bobcat, coyote, badger, porcupine, raccoon, red fox, skunk, and animals defined as predatory animals in Wyoming State Statute. 8. Dog means any domesticated canine breed excluding wolf, coyote, fox, other wild canine species, or any hybrid thereof. 9. Domestic Animal means an Animal habituated to live in or about the homes of human beings. 10. Feral cat means a cat that lives outside, does not have an owner, is unsocialized to people, and typically avoids contact with humans. A feral cat is not domesticated, is wild, and is not owned or controlled by anyone. 11. Fowl means chickens, ducks, geese, turkeys, pheasants, ostriches, grouse, peacocks, guinea fowl, partridges, quails, and any other birds used for producing eggs or meat. 12. Horse means horses, ponies, mules, and donkeys. 13. Impound or Impoundment means the act of taking or receiving an Animal into custody in accordance with the provisions of this Title for placement in the Animal Shelter by the Animal Shelter or an Animal Control Officer. 14. Leash means a thong, cord, rope, chain, reins, or similar device which restrains an Animal and which is not more than six feet in length. 15. Livestock means Horses, cattle, swine, sheep, goats, hogs, Fowl, llamas, alpacas, bees, or other Animals generally used for food or in the production of food or fiber. 16. Owner means a person who owns, harbors, keeps, maintains or has charge over an Animal. Proof that a person is in control of a Premises where an Animal is usually kept, harbored, or maintained shall establish a prima facie presumption that such person is the Owner of such Animal. The parent or guardian of an Owner shall be deemed the Owner for purposes of this Title when the Owner is under the age of 18 years. 17. Premises means the real or personal property owned, leased, controlled, or occupied by the Owner of the Animal. 18. Rodent means mice, rats, and voles. 19. Supplemental Feed means any feed product, and includes but is not limited to any human food, garbage, pet food, hay, salt, mineral supplements, forage product or supplements, grain, honey, seed, and birdseed 20. Vehicle means any device in, upon, or by which any person or property is or may be transported. 21. Vicious Animal means an Animal which has bitten or attacked, or attempted to bite or attack, a person or another Animal either at a place where the person or Animal is legally entitled to be or without provocation, or an Animal which is known or reasonably should be known to have a propensity to bite or attack persons or other Animals without provocation. 22. Wildlife means any nondomestic animal. 23. Wildlife Attractant means any substance which could reasonably be expected to attract wildlife or lead to the unintentional feeding of wildlife, which includes, but is not limited to, trash, food products, pet food, feed products, fruit, compost, or any other material attractive to or edible by wildlife. Wildlife attractant does not include recyclables that have been rinsed and cleaned. (Ord. 1426 §1, 2024; Ord. 1322 § 1, 2022; Ord. 920 § 2, 2009; Ord. 802, § 1, 2005; Ord. 793 § 2, 2005; Ord. 789 §§ 2—6, 2004; Ord. 146 § 1, 1971).

7.02.020 Purpose—Authority—General provisions. Repealed. (Ord. 1426 § 1, 2024; Ord. 920 § 2, 2009; Ord. 793 § 14, 2005; Ord. 180 § 1, 1975; Ord. 146 § 14, 1971). 7.02.025 Authority for Animal Control – Interference. A. Animal Control Officers are authorized to enforce the provisions of this Title and Impound Animals. Animal Control Officers are allowed to do the following to Impound Animals: 1. Place or authorize the use of humane and safe traps on public property, or private property at the request of the property owner or occupant; and 2. Utilize safe and humane chemicals to capture Animals if other means fail. B. After making a reasonable effort to locate the Owner, Animal Control Officers, or other emergency responders, may use any reasonable means necessary under the circumstances to enter a Vehicle and remove an Animal if the Animal appears to be in immediate danger from heat, cold, lack of adequate ventilation, lack of food or water, or other environmental conditions that could reasonably be expected to constitute a hazard to the

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Animal.
C. It is unlawful for any person to obstruct, impede, interfere with, or resist any Animal Control Officer while the Animal Control Officer is engaged in the lawful performance of their official duties.
(Ord. 1426 § 1, 2024).

7.02.030 Capture of Animals.
It is unlawful for any person to capture, which includes trapping, Animals, except Rodents, without the express consent of an Animal Control Officer. (Ord. 1426 § 1, 2024; Ord. 920 § 2, 2009).
7.02.040 Impoundment
A. Grounds for Animal Impoundment.
1. An Animal Control Officer may Impound any Animal that is At Large, unlicensed, abandoned, left unattended, surrendered, poses a threat to public safety or welfare, or when Impoundment is otherwise authorized in this Title.
2. The Animal Shelter is authorized to Impound an Animal that is surrendered at the Animal Shelter.
B. Release of Animal Impounded Animals Prior to Taking to Animal Shelter.
1. If the Owner of an Impounded Animal can be readily identified and located, the Animal Control Officer may release the Animal to the Owner instead of taking the Animal to the Animal Shelter.
2. The authorization for an Animal Control Officer to release an Impounded Animal to the Owner shall not absolve the Owner of liability for any violations of this Title.
C. Notice of Impoundment.
1. The Animal Shelter shall make reasonable efforts to determine the ownership of each Animal impounded. The Animal Shelter shall, as soon as practicable after determining ownership, notify the Owner of the Animal's Impoundment.
D. Redemption of Impounded Animals.
1. The Owner of an impounded Animal, or the agent of an Owner, may claim and redeem the Animal within seven days after Impoundment, which period includes the day the Animal is taken into custody, upon complying with the following requirements:
i. If the Animal is required to be licensed as provided in Chapter 7.12, show proof of such license, or, if the Animal is not licensed, pay for and obtain such license;
ii. If the Animal is required to have a rabies vaccination as provided in Chapter 7.12, show proof the Animal is current on its rabies vaccination, or, if the Animal is not current the Animal will be vaccinated at the Shelter prior to release and the Owner shall be responsible for all costs therefor;
iii. Pay any capture fee due prior to taking possession of the Animal.
iv. Pay impoundment fee due prior to taking possession of the Animal; and
2. This subsection does not apply to Animals that are Impounded and quarantined for biting a person pursuant to Chapter 7.05 and W.S. §11-31-301(e).
E. Disposition of Impounded Animals.
1. If an Impounded Animal is not claimed and redeemed from the Animal Shelter by close of business on the seventh day of Impoundment and in the manner provided for in this Section, the Animal shall become the property of the Town and may be made available for adoption or humanely euthanized. If the seventh day of Impoundment falls on a Saturday, Sunday, or legal holiday, the deadline for redemption is extended to close of business on the next business day. The Animal Shelter shall have the sole discretion to determine the disposition of the Animal once the Animal is the property of the Animal Shelter. (Ord. 1426 § 1, 2024; Ord. 1280 § 5, 2021; Ord. 920 § 2, 2009; Ord. 793 § 8, 2005; Ord. 789 §§ 10, 11, 2004; Ord. 710 § 1, 2002; Ord. 647 § 1, 2000; Ord. 371 § 3, 1987; Ord. 252 § 1, 1979; Ord. 194 § 6, 1976; Ord. 146 §§ 7, 8, 1971).
7.02.045 Possession of impounded animals.
It is unlawful for any person to have in their possession, care, or custody any Impounded Animal that has not been properly released by the Animal Shelter.
(Ord. 1426 § 1, 2024; Ord. 920 § 2, 2009; Ord. 793 § 15, 2005; Ord. 213 § 2, 1977).
7.02.050 Adoption
A. The adoption of any Animal shall be by a person deemed by the Animal Shelter to be a responsible and suitable owner for that Animal. The adopter of the Animal shall comply with the following:
1. Pay an adoption fee prior to taking possession of the Animal;
2. License the Animal as provided in Chapter 7.12 if the Animal is to remain in Teton County prior to taking possession of the Animal;
B. The Animal Shelter may have each adopted Animal implanted with an identifying microchip.
(Ord. 1426 §1, 2024; Ord. 1280 § 5, 2021; Ord. 920 § 2, 2009; Ord. 793 § 9, 2005; Ord. 711 § 1, 2002; Ord. 648 § 1, 2000; Ord. 252 § 2, 1979).
7.02.055 Fees – Established; Payment. Fees for adoption, capture, licensure, and Impoundment are hereby established, which fees may be set by resolution, may be amended from time to time by resolution, and are nonrefundable.
(Ord. 1426§ 1, 2024).
7.02.060 Repealed.
(Ord. 1426 § 1, 2024; Ord. 920 § 2, 2009).
SECTION II. Chapter 7.04, Keeping Animals, of Title 7, Animals, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows.

Chapter 7.04 KEEPING ANIMALS

7.04.010 Keeping certain animals unlawful.
A. It is unlawful for any person to keep, maintain, harbor, or board any Livestock or Dangerous Animals in the Town except as permitted in this Chapter.
B. It is unlawful for any person to maintain, keep, feed, or harbor feral cats.
(Ord. 1426 § 2, 2024; Ord. 920 § 2, 2009; Ord. 130 § 1, 1970).

7.04.020 Keeping horses on public land.
It is unlawful for any person to keep, maintain, harbor, or board any Horse on any property owned, leased, or controlled by the Town unless permission is obtained by the Town Manager, or their designee.
(Ord. 1426 § 2, 2024; Ord. 920 § 2, 2009; Ord. 130 § 2, 1970).
7.04.030 Keeping horses – Corral Space.
A. It is unlawful for any person to keep, maintain, harbor, or

board Horses in areas of the Town where Horses are allowed unless the Horses are confined in a Corral Space.
B. A Corral Space shall comply with the following:
1. A minimum of 800 square feet for one to two Horses.
2. A minimum of 1,000 square feet for three Horses.
3. A minimum of 1,200 square feet for four Horses.
4. A minimum of 1,200 square feet plus 200 square feet per each additional Horse for more than four Horses.
5. Be maintained in a condition that is clean and sanitary, including but not limited to, not having an excessive accumulation of manure, filth, or debris, and not being infested with flies.
(Ord. 1426 § 2, 2024; Ord. 920 § 2, 2009).

7.04.040 Keeping horses—Areas where prohibited.
It is unlawful for any person to keep, maintain, harbor, or board Horses in the Prohibited Horse Area, which is hereby established, and which contours are as set forth in resolution, which resolution may be amended from time to time.
(Ord. 1426 § 2, 2024; Ord. 920 § 2, 2009; Ord. 139 § 1, 1971; Ord. 130 § 3.1, 1970).

7.04.080 Keeping horses—Cleanliness of premises. Repealed.
(Ord. 1426 § 2, 2024; Ord. 920 § 2, 2009; Ord. 130 § 6, 1970).

7.04.090 Keeping horses—Premises—Spraying for flies. Repealed.
(Ord. 1426 § 2, 2024; Ord. 920 § 2, 2009; Ord. 188 § 4, 1976; Ord. 130 § 7, 1970).

7.04.110 Exceptions.
This Chapter shall not apply to the Teton County Fair Grounds and the Town Manager, or their designee, may waive the requirements of this Chapter for special events and youth programs.
(Ord. 1426 § 2, 2024; Ord. 920 § 2, 2009; Ord. 130 § 11, 1970).
7.04.120 Keeping Dogs and Cats— quantity.
It is unlawful to have more than two dogs over the age of three months and more than three cats over the age of three months, totaling a maximum of five of these Animals, living on one any Premises within the Town.
(Ord. 1426 § 2, 2024).
SECTION III.
Chapter 7.05, Animal Care and Control Regulations Generally, of Title 7, Animals, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows.

Chapter 7.05 ANIMAL CARE AND CONTROL REGULATIONS GENERALLY

7.05.010 Responsibility of owner.
Owners are responsible for their animals.
(Ord.1426 § 3, 2024; Ord. 920 § 2, 2009).
7.05.020 Public nuisances.
A. It is unlawful for the Owner of any Animal to do any of the following:
1. Permit the Animal to be At Large within the Town or to trespass on public or private property without the prior approval of the property owner.
2. Permit the Animal to unreasonably disturb the peace and quiet of any neighborhood or person by allowing the Animal to make frequent, continuous, excessive, or untimely noise, including but not limited to barking, whining, and howling.
3. Permit their Premises to accumulate animal feces to a degree that creates unsanitary conditions or a situation where offensive odors emanate from the Premises.
4. Permit the Animal to damage or destroy in any manner public or private property, real or personal, not owned or occupied by the Owner.
5. Permit the Animal to defecate on public or private property not owned or occupied by the Owner without immediately removing the feces, securing the feces in a bag, wrapper, or other suitable container, and disposing of the feces in a sanitary manner.
6. Allow the Animal to enter or be upon any Town park, including but not limited to the Town Square, North Park, Miller Park, Phil Baux Park, Snow King Ball Park, Powderhorn Park, Powderhorn Ball Park, Mike Yokel Park, Rangeview Park, Garaman Park, and Mateosky Ball Park.
7. Spread, scatter, distribute, or deposit in any manner any Animal feces on any property not owned or occupied by the Owner without the express permission of the owner or occupant of the property.
8. Permit the Animal to chase, stalk, threaten, or otherwise harass people or passersby when the person or passerby is in a place where they have a legal right to be.
9. Permit the Animal to attack, chase, stalk, or threaten other Domestic Animals.
10. Permit the Animal to chase passing Vehicles.
(Ord.1426 § 3, 2024; Ord. 920 § 2, 2009; Ord. 802, § 1, 2005; Ord. 793 §§ 2, 13, 2005; Ord. 789 §§ 2—6, 2004; Ord. 293 § 1, 1982; Ord. 253 § 1, 1979; Ord. 213 § 3, 1977; Ord. 146 § 1, 1971).

7.05.030 Vicious Animals.
It is unlawful for any Owner to keep, maintain, harbor, or board a Vicious Animal unless the animal is properly restrained, secured, or muzzled to prevent it from injuring a person or another Animal or damaging property.
(Ord. 1426 § 3, 2024; Ord. 1004 § 1, 2012; Ord. 920 § 2, 2009; Ord. 793 § 10, 2005; Ord. 146 § 11, 1971).
7.05.032 Biting Animals
A. It is unlawful for an Animal to bite any person that causes bodily injury or to bite another Domestic Animal that causes an open wound. This subsection does not apply to the following:
1. The person bit was committing or attempting to commit a criminal offense against the Owner;
2. The person bit was unlawfully present at the location where the bite occurred;
3. The person bit knowingly tormented, provoked, abused, or inflicted injury upon the Animal which resulted in the bite;
4. A police dog in the performance of official duties; or
5. A veterinarian treating the Animal.
B. The Owner of the Animal that is in violation of this Section shall be liable for the violation.
C. Any Animal that bites a person may be Impounded and held in quarantine as provided in W.S. § 11-31-301(e).
(Ord.1426 § 3, 2024).
7.05.035 Dog chasing, injuring, or killing livestock or wildlife.

A. It is unlawful for any Owner to permit a dog to chase, threaten, injure, or kill any livestock or wildlife unless the dog was attempting to protect Livestock or other property.
B. A dog found chasing, threatening, injuring, or killing any Livestock or Wildlife may be Impounded.
C. This section does not limit the ability of a peace officer to kill a dog under the circumstances provided in Wyo. Stat. § 11-31-301(d) or Wyo. Stat. § 23-3-109.
(Ord. 1426 § 3, 2024).
7.05.040 Disposal of dead animals.
Owners shall dispose of deceased Animals within 24 hours by burying them in a lawful location, transferring them to a veterinary clinic, cremating the remains, or disposing of them in accordance with rules and regulations of the Teton County Trash Transfer Station. If the Teton County Trash Transfer Staton is closed, the time limit set forth herein is extended through the hours of operation on the first business day that the Teton County Trash Transfer Station is open.
(Ord. 1426 § 3, 2024; Ord. 920 § 2, 2009; Ord. 793 § 16, 2005; Ord. 649 § 1, 2000; Ord. 146 §§ 11, 15, 1971).

SECTION IV.
Chapter 7.08, Treatment and Use of Animals, of Title 7, Animals, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows.
Chapter 7.08 TREATMENT AND USE OF ANIMALS

7.08.010 Killing, maiming or disfiguring animals. Repealed.
(Ord. 1426 § 4, 2024; Ord. 920 § 2, 2009; Ord. 14 § 1, 1926).
7.08.020 Cruelty to or neglect of animals.
A. It is unlawful for any person, either through their action or omission, to:
1. Intentionally or knowingly unnecessarily injure, beat, or cause suffering to an animal;
2. Knowingly carry an animal in a manner that poses undue risk of injury or death;
3. Knowingly override an animal or drive an animal when overloaded;
4. Abandon an animal. The relinquishment of an animal to a public or private animal shelter or like facility is not a violation of this Section;
5. Fail to provide adequate food, clean water, protection from the elements, adequate sanitation, adequate facilities, or standard and accepted veterinary care for an animal's health and well-being;
6. Place, leave, or confine an animal, or allow an Animal to be placed, left or confined, in a Vehicle without providing adequate air, ventilation, food, water, sanitary conditions, bedding, shelter or protection from heat, cold or other environmental conditions or under other circumstances that would constitute a hazard to the Animal;
7. Cause the death, injury or suffering to an Animal except when performed by a licensed veterinarian or veterinary office;
8. Cause or allow an Animal to remain in its own filth, urine, or feces;
9. In the case of immediate, obvious, serious illness or injury to the Animal, fail to provide the animal with appropriate care;
10. Keep an Animal in a manner that results in chronic or repeated serious physical harm to the Animal;
11. Attach or allow to be attached a collar or harness to an Animal that is of an inadequate size so that it restricts the Animal's growth or causes damage to the Animal's skin;
12. Attach or allow to be attached a tether that is not appropriately sized for the Animal or so heavy as to restrict or burden the Animal's movements which causes harm to the Animal;
13. Tease, taunt, or provoke an aggressive reaction from an Animal;
14. Fail to place or attach a tether to avoid entanglement with chains of other Animals or other objects so as to deny the Animal convenient and safe access to food, water, or shelter;
15. Own, possess, keep, or train an Animal with the intent to allow the Animal to engage in an exhibition of fighting with another Animal;
16. For gain cause or allow any Animal to fight with another Animal;
17. Promote any Animal fighting;
18. Shoot at, place poison, a toxicant, or other substance, or otherwise intentionally act to seriously injure or destroy any Animal owned by another person while the Animal is on property where the Animal is authorized to be present;
19. Intentionally frighten, scare, or torment an Animal with loud noises;
20. Crop an Animal's ear or dock an Animal's tail unless it is performed by a licensed veterinarian;
21. Intentionally poison any Domestic Animals or expose any poisonous substance with the intent that it be devoured by Domestic Animals.
(Ord. 1426 § 4, 2024; Ord. 920 § 2, 2009; Ord. 793 § 12, 2005; Ord. 645 § 1, 2000; Ord. 609 § 1, 1998; Ord. 189 § 1, 1976; Ord. 146 § 13, 1971; Ord. 15 § 2, 1926).

7.08.030 Animals in public places.
A. It is unlawful for an Owner to permit an Animal to leave their Premises without the Animal being under Control.
B. It is unlawful for any person to tie, tether, or otherwise fasten an Animal to any structure or object where:
1. The Animal is not securely tied, tethered, or otherwise fastened to the structure or object,
2. The Animal presents a danger or nuisance; or
3. The Animal obstructs or interferes with vehicular or pedestrian traffic along any public roadway, pathway, sidewalk, alley, or ingress/egress of any building from public property.
(Ord. 1426 § 4, 2024; Ord. 920 § 2, 2009; Ord. 189 § 1976; Ord. 15 § 3, 1926).
7.08.040 Release of animals.
It is unlawful for any person to release any Animal At Large or fail to close any gate which they have opened by which any Animal may escape.
(Ord. 1426 § 4, 2024; Ord. 920 § 2, 2009; Ord. 189 § 3, 1976).

7.08.045 Gate and fence maintenance.
It shall be the Owner's responsibility to maintain and repair all gates and fences around any Animal enclosure.
(Ord. 1426 § 4, 2024; Ord. 920 § 2, 2009; Ord. 189 § 3, 1976).
7.08.050 Herding.
It is unlawful for any person to drive, herd, or cause to be driven or herded any Livestock upon any public highway, street, alley, pathway, sidewalk, or other public thoroughfare unless written permission is obtained from the Town Manager, or their designee.

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(Ord. 1426 § 4, 2024; Ord. 920 § 2, 2009; Ord. 189 § 4, 1976).
7.08.060 Vehicular collisions with Domestic Animals.
The driver of any Vehicle that collides with a Domestic Animal shall immediately and safely stop to render such assistance as is safely possible to the Domestic Animal, and shall take reasonable steps to notify the Owner of the Domestic Animal, or, in the event the Owner cannot be ascertained or located, to give notice to an Animal Control Officer or law enforcement.
(Ord. 1426 § 4, 2024; Ord. 920 § 2, 2009).

7.08.070 Supplemental feeding of wildlife.
A. It is unlawful for any person to provide supplemental feed to wildlife.

B. A person engaged in the following activities that leads to wildlife accessing Supplemental Feed is not subject to liability under this section:

1. The normal feeding of Livestock;
2. Normal agricultural practices that involve raising crops and crop aftermath, including hay, alfalfa, and grains produced, harvested, stored, or fed to Livestock;
3. The cultivation of a lawn or garden, which generates incidental food sources such as lawns and garden produce;
4. Bird feeding, but only if the bird or hummingbird feeder is inaccessible to any wildlife other than birds and the area below the feeder is kept free of the accumulation of seed, seed debris, and other edible materials.

5. Providing Supplemental Feed pursuant to authorization of an agency of the State of Wyoming or the United States of America.

(Ord. 1426 § 4, 2024; Ord. 1322 § 1, 2022; Ord. 920 § 2, 2009; Ord. 727 § 1, 2003).

7.08.080 Wildlife attractants.
A. It is unlawful for any person to knowingly store, keep, leave out, dispose of, or place any Wildlife Attractant on or about any property that is not in a bear-resistant container or inside a bear-resistant building, fence, or enclosure as set forth in Section 8.12.105 of this Code.

B. Ornamental fruit bearing trees, which are not harvested for food and include but are not limited to crabapple and cherry trees, shall not be planted. Existing ornamental fruit bearing trees shall be managed to prohibit wildlife from feeding on fruit, and therefore, shall be either fenced in compliance with Section 8.12.105 of this Code or maintained by pruning the tree branches to be at least ten feet from the ground and by keeping the area below the tree free of any fruit.
(Ord. 1426 § 4, 2024; Ord. 1322 § 1, 2022).

SECTION V.
Chapter 7.12, Dog Licenses and Regulations, of Title 7, Animals, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows.

Chapter 7.12 DOG LICENSES AND REGULATIONS

7.12.020 Dog license required.
It is unlawful for a person to own or keep a dog over the age of three months within the Town for more than 30 days without a valid Town or Teton County, Wyoming license tag.

7.12 025- Applications—Initial and renewal.
A. Those seeking a license must complete an application pursuant to this section.
B. All applications shall be made in writing to the Town Manager, or their designee, on forms provided by the Town, which must be complete to be processed.

C. Each application submitted shall be affirmed as being true and correct to the best of the applicant’s knowledge and shall affirm that the applicant understands that information provided on and with the application may be investigated for accuracy.

D. Payment of the application fee.
E. There shall be no pro-rated reduction of the annual fee based on the time of year when a license is issued or renewed.
(Ord. 1426 § 5, 2024; Ord. 1280 § 5, 2021; Ord. 920 § 2, 2009; Ord. 793 § 4, 2005; Ord. 789 § 7, 2004; Ord. 646 § 1, 2000; Ord. 194 §§ 1, 2, 1976; Ord. 146 §§ 2, 4, 1971).

7.12.030 License—Conditions of issuance. Repealed.
(Ord. 1426 § 5, 2024; Ord. 920 § 2, 2009; Ord. 793 § 5, 2005; Ord. 213 § 1, 1977; Ord. 146 § 12, 1971).

7.12.040 License—Revocation. Repealed.
(Ord. 1426 § 5, 2024; Ord. 920 § 2, 2009; Ord. 793 § 5, 2005; Ord. 213 § 1, 1977; Ord. 146 § 3, 1971).

7.12.090 Rabies vaccination required.
A. It is unlawful for any person to own or keep a dog or cat over the age of three months within the Town unless the dog or cat has a current vaccination against rabies.
B. The Owner of the dog or cat shall possess a tag or documentation from a licensed veterinarian, and the current contact information of the veterinarian, showing the dog or cat has a valid and current vaccination and provide it to an Animal Control Officer upon request.
(Ord. 1426 § 5, 2024; Ord. 920 § 2, 2009).

7.12.100 Rabid dog—muzzling. Repealed.
(Ord. 1426 § 5, 2024; Ord. 920 § 2, 2009; Ord. 146 § 10, 1971).

7.12.110 Rabies control.
A. If an Animal Control Officer has reason to believe an Animal has been exposed to rabies or is infected with rabies, they may order the Animal quarantined in accordance with the procedures set forth in Section 6 of the Livestock Board’s State Veterinarian’s Rabies Prevention and Post Exposure Management Rules found in Wyoming Rules and Regulations.
B. If an Animal Control Officer has reason to believe an Animal possibly exposed a person to rabies, they may order the Animal quarantined in accordance with Section 7 of the Livestock Board’s State Veterinarian’s Rabies Prevention and Post Exposure Management Rules found in Wyoming Rules and Regulations.

C. If a quarantine under this Section cannot be imposed because the Animal cannot be captured, an Animal Control Officer may euthanize the Animal after reasonable capture methods have been exhausted. Euthanasia under this Section shall be in a humane manner that avoids damage to the Animal’s head.
(Ord. 1426 § 5, 2024).

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

SECTION VII. 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 as a separate, distinct and independent provision and such holding shall not affect the

validity of the remaining portions of the ordinance. SECTION VIII. This Ordinance shall become effective after its passage, approval, and publication. R. Taylor, Town Clerk.

Publish: 12/24/24

ORDINANCE 1427
AN ORDINANCE AMENDING SECTION 8.12.020, DEFINITIONS, AND SECTION AND 8.12.070, SOLID WASTE COLLECTION, OF CHAPTER 8.12, GARBAGE AND REFUSE DISPOSAL, OF TITLE 8, HEALTH AND SAFETY, REGARDING PAY AS YOU THROW PROGRAM, OF THE CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: SECTION I. Section 8.12.020, Definitions, of Chapter 8.12, Garbage and Refuse Disposal, of Title 8, Health and Safety, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows:
8.12.020 – Definitions.

...
M. PAYT Program means a “pay-as-you-throw” variable rate Solid Waste collection program in which owners, lessees, and occupants of any property are charged for Solid Waste collection based on the size of the Solid Waste receptacle and/or the frequency of Solid Waste collection.
N. Solid Waste means Garbage and Refuse.
(Ord. 1427 § 1, 2024; Ord. 900 § 1, 2009; Ord. 121 § 2, 1969).

SECTION II.
Section 8.12.070, Regulations for collection by town, of Chapter 8.12, Garbage and Refuse Disposal, of Title 8, Health and Safety, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows:
8.12.070 - Regulations for Solid Waste collection..

A. Every owner, lessee, or occupant of any property may dispose of their own Solid Waste, provided that it is properly hauled and disposed of at the Teton County Integrated Solid Waste and Recycling Center or at any other disposal facility duly approved and operated in accordance with applicable law.

B. If Solid Waste is not self-hauled to an approved disposal facility, every owner, lessee, and occupant of any property shall provide for receptacles containing Solid Waste to be collected, hauled, and disposed of by a hauler with a valid franchise agreement.

C. Solid Waste receptacles shall be set out for collection at the places and at such times as set forth in this Title 8.

D. Solid Waste receptacles must not be set out upon the street for collection prior to the day of collection; and must be set out on the day of collection before the hour of collection. All empty receptacles must be removed from the street as soon as practicable after being emptied, and in every case must be removed from the street the same day they are emptied.

E. No person shall operate as a Solid Waste hauler within the corporate limits of the Town without a franchise agreement approved by the Town Council.

F. Effective as of July 1, 2025, each franchisee shall offer its residential customers the opportunity to participate in a PAYT Program, which, at minimum must include the following:

1. Hauling Service: Franchisees shall offer each customer hauling service for at least two sizes of Bear-resistant Solid Waste receptacles, the sizes of which must differ by a minimum of 25 gallons.
2. Volume-Based Rates: Franchisees shall establish a base hauling rate for the smallest Bear-resistant container offered and, for each additional Bear-resistant container size offered, the rate must be no less than 30% greater. Franchisees shall not be required to provide volume-based service rates for customers who provide their own receptacles that are inconsistent with the PAYT Program receptacle sizes offered by the franchisee.

3. Service Intervals: Franchisees shall offer customers no less than three alternative collection frequencies.

4. Overloading Containers. When a customer overloads a container after being notified in writing by the franchisee no less than three times of such unlawful exceedances, a franchisee may provide said customer with a receptacle the next size up in capacity or increase said customer’s collection frequency.

5. Education and Outreach: On or before March 1, 2025, Franchisee shall provide all residential customers with an educational flyer with information and guidelines about the PAYT Program via electronic mail or hard copy delivered to the customer, and thereafter on an annual basis.
(Ord. 1427 § 2, 2024; Ord. 121 § 7, 1969).

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

SECTION IV. 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 as a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance. SECTION V. This Ordinance shall become effective after its passage, approval, and publication. R. Taylor, Town Clerk.

Publish: 12/24/24

ORDINANCE 1428
AN ORDINANCE GRANTING TETON TRASH REMOVAL INC. D/B/A TETON TRASH REMOVAL A FRANCHISE FOR THE COLLECTION AND DISPOSAL OF MUNICIPAL SOLID WASTE AND COMPOSTABLE / RECYCLABLE MATERIALS PROVIDIING THE RIGHTS AND LIABILITIES THEREUNDER. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: SECTION I.

WHEREAS, the Town Council, having determined that Teton Trash Removal Inc. D/B/A Teton Trash Removal (“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. The Franchise granted to Grantee is nonexclusive.

Paragraph 1. Grant of Authority. There is hereby granted to 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 Municipal Solid Waste and Compostable / Recyclable Materials as those terms are defined in this Franchise 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 Franchise 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 ten (10) years immediately from and after the execution of this Franchise Agreement, collect Municipal Solid Waste and Compostable / Recyclable Materials in the said Town and transport or cause the same in accordance with the law and the ordinances of said Town to a municipal solid waste processing facility, recycling facility, and/or composting facility; to pay all costs and charges therefore; and to ensure 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 collection being sufficient to prevent accumulation and spread of Municipal Solid Waste, recyclable refuse, and compostable materials, with no less than three (3) service collection frequency options offered to customers, and with hours of collection being subject to the approval of Grantor.

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

A. Compostable / Recyclable Materials shall mean and include all materials accepted now, or as amended during the term of this Franchise, by the Teton County Integrated Solid Waste and Recycling Center and / or Teton Transfer Station for composting and / or recycling, including but not limited to, dimensional lumber, yard waste, grass clippings, manure, forestry products of any kind, organic materials, food waste, and Construction / demolition waste.

B. Construction / demolition waste includes but is not limited to stone, clean and treated wood, concrete, asphaltic concrete, cinder blocks, brick, plaster and metal or other material specifically approved by the Wyoming Solid and Hazardous Waste Division Administrator.

C. Municipal Solid Waste shall mean solid waste resulting from or incidental to residential, community, trade or business activities, including garbage, rubbish, dead animals, abandoned automobiles and all other solid waste other than Construction / demolition waste, industrial or hazardous waste, and Compostable / Recyclable Materials.

A. 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.

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 franchise fees as follows:

A. 5% (five percent) of gross revenues per year for the collection of Municipal Solid Waste.

B. 2% (two percent) of gross revenues per year for the collection of Compostable / Recyclable Materials. This rate reflects the value of recycling and compost collection 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 therefrom 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 and according to Generally Accepted Accounting Principles (“GAAP”) 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. Franchisee is not required to obtain a separate business license under Title 5 of the Municipal Code of the Town of Jackson, Wyoming provided that this Franchise is in full force and effect.

Paragraph 6. Late Payments. In the event any payment is not received on the date due, Grantee shall pay ten percent (10%) interest on the amount due, 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. Grantee agrees that the Franchising Authority, upon reasonable notice to Grantee, may review such of its books and records as are kept in the normal course of business at 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 location. Franchising Authority agrees to treat any information

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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 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 collection service in the Town for Municipal Solid Waste and Compostable / Recyclable Materials for the term of this Franchise, and the right and privilege to collect, have and retain all charges and fees, minus the franchise fees, for such Municipal Solid Waste and Compostable / Recyclable Materials collection specified in Paragraph 18 below, and 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 Municipal Solid Waste and Compostable / Recyclable Materials to be collected under this Franchise, and Grantee shall have the right to salvage such portions of the said Municipal Solid Waste and Compostable / Recyclable 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, its employees or agents, engaged in the collection of Municipal Solid Waste and Compostable / Recyclable Materials shall immediately upon emptying receptacles replace the cover thereon and set such receptacles in an upright position. Grantee, its employees or agents, shall exercise reasonable care in the handling of Municipal Solid Waste and Compostable / Recyclable Materials and the receptacles containing the same. Grantee may not burn any Municipal Solid Waste and Compostable / Recyclable Materials but must haul all Municipal Solid Waste and Compostable / Recyclable Materials, except that set forth in Paragraph 8 of this Franchise 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, its employees or agents, shall insure in the hauling of Municipal Solid Waste and Compostable / Recyclable Materials that no spillage occurs and that the Municipal Solid Waste and Compostable / Recyclable Materials be hauled in such a manner so as not to scatter en route, covering any vehicle used for the hauling of Municipal Solid Waste and Compostable / Recyclable Materials where necessary and practical to do so and shall see to its proper storage.

Paragraph 11. Bear-Resistant Zone. Grantee acknowledges and recognizes that the Town of Jackson enacted a wildlife attractant ordinance regulating trash containers and trash storage, which requires some parties that contract for curbside trash pick-up to use only approved bear-resistant containers or store non-bear resistant containers within a bear-resistant building, fencing, or enclosure. Grantee shall offer to provide service to those customers electing or required to have a bear-resistant container, as that term is defined in the Jackson Municipal Code. Grantee shall only provide bear-resistant containers for Grantee's customers who reside in the bear conflict zone, as those terms are defined in Title 8 of the Jackson Municipal Code, as amended.

Paragraph 12. Pay-As-You-Throw. Grantee acknowledges and recognizes that the Town of Jackson enacted an ordinance to implement a "pay-as-you-throw" program ("PAYT Program") as set forth in Title 8 of the Jackson Municipal Code, as amended. Grantee shall provide hauling services to its customers in compliance with the PAYT Program, which requires, effective as of July 1, 2025, that Grantee shall offer its residential customers hauling service for at least two (2) Bear-resistant receptacle sizes, the sizes of which must differ by a minimum of 25 gallons, at variable rate pricing based upon the size of the receptacle, the rates of which must differ by a minimum of 30%, and at least three (3) service collection frequency options. Paragraph 13. 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 paragraph. 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 14. 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 Municipal Solid Waste and Compostable / Recyclable Materials collection fees or charges.

Paragraph 15. 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 16. 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 collection services for Municipal Solid Waste and Compostable / Recyclable Materials.

Paragraph 17. 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.

Paragraph 18. Rates and Fees. It is further agreed that Grantee shall be and is hereby authorized to collect such rates or fees for collection of Municipal Solid Waste and Compostable / Recyclable Materials as Grantee shall reasonably establish from time to time. The Town, as Grantor, reserves the right to regulate the fees in the event the Town 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 Municipal Solid Waste and Compostable / Recyclable 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 19. 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 20. 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 21. 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.

Paragraph 22. Pick-Up Locations. Municipal Solid Waste, Compostable / Recyclable 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.

Paragraph 23. 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, upon mailing 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:

Teton Trash Removal
P.O. Box 6764
Jackson, WY 83002

Paragraph 24. Miscellaneous Provisions.

- A. Binding Effect. This Franchise shall be binding upon the heirs, administrators, successors, and assigns of Grantee.
- B. Severability. If any Paragraph, sentence, 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 Paragraph, sentence, 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. Governmental Immunity. The Franchising Authority does not waive its governmental or sovereign immunity by entering into this Franchise, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Franchise.
- 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 Franchise 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 Paragraphs 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.

TETON TRASH REMOVAL INC.
TOWN OF JACKSON
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. R. Taylor, Town Clerk.

ACCEPTANCE OF FRANCHISE AGREEMENT

The undersigned hereby accept the terms and conditions set forth in the foregoing Franchise.

TETON TRASH REMOVAL INC.
TOWN OF JACKSON
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. R. Taylor, Town Clerk.

Publish: 12/24/24

ORDINANCE 1429
AN ORDINANCE OF THE TOWN OF JACKSON, WYOMING AMENDING THE FRANCHISE AGREEMENT WITH WESTBANK ENVIRONMENTAL SERVICES, INC. FOR THE COLLECTION AND DISPOSITION OF GARBAGE, ASHES, REFUSE, RECYCLABLE REFUSE, AND COMPOSTABLE MATERIALS. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.
WHEREAS, the Town Council and Westbank Environmental Services Inc. ("Grantee") have determined that it will serve the best interests of all parties to amend the existing franchise agreement to include new provisions regarding bear-resistant containers and a pay-as-you-throw program, as follows ("Amendment"):

This Amendment is to that certain Franchise Agreement, approved by Ordinance No. 1372 and effective as June 3, 2024 by and between the Town of Jackson Wyoming, a Wyoming Municipal Corporation ("Town") and Grantee by which Town granted Grantee a non-exclusive franchise to collect and dispose of garbage, ashes, refuse, recyclable refuse, and compostable materials within the corporate limits of Town, as they now are or may hereafter be, in accordance with the terms and conditions set forth therein ("Franchise Agreement").

Section 10 of the Franchise Agreement is hereby deleted and replaced in its entirety by the following language:

Section 10. Bear-Resistant Zone. Grantee acknowledges and recognizes that the Town of Jackson enacted a wildlife attractant ordinance regulating trash containers and trash storage, which requires some parties that contract for curbside trash pick-up to use only approved bear-resistant containers or store non-bear resistant containers within a bear-resistant building, fencing, or enclosure. Grantee shall offer to provide service to those customers electing or required to have a bear-resistant container, as that term is defined in the Jackson Municipal Code. Grantee shall only provide bear-resistant containers for Grantee's customers who reside in the bear conflict zone, as those terms are defined in Title 8 of the Jackson Municipal Code, as amended.

Section 11 of the Franchise Agreement is hereby deleted and replaced in its entirety by the following language:

Section 11. Pay-As-You-Throw Program. Grantee acknowledges and recognizes that the Town of Jackson enacted an ordinance to implement a "pay-as-you-throw" program ("PAYT Program") as set forth in Title 8 of the Jackson Municipal Code, as amended. Grantee shall provide hauling services to its customers in compliance with the PAYT Program, which requires, effective as of July 1, 2025, that Grantee shall offer its residential customers hauling service for at least two (2) Bear-resistant receptacle sizes, the sizes of which must differ by a minimum of 25 gallons, at variable rate pricing based upon the size of the receptacle, the rates of which must differ by a minimum of 30%, and at least three (3) service collection frequency options.

ACCEPTANCE OF AMENDMENT TO FRANCHISE AGREEMENT

The undersigned hereby accept the terms and conditions set forth in the foregoing Amendment.

TOWN OF JACKSON, WY & WESTBANK ENVIRONMENTAL SERVICES, INC.

Section II. If any section, subsection, sentence, clauses, 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 and distinct and independent provision, and such holding shall not affect the validity of the remaining portions of the ordinance. Section III. Effective Date. This Ordinance shall become effective from and after the date of its passage, approval, and publication. R. Taylor, Town Clerk.

Publish: 12/24/24

ORDINANCE 1430
AN ORDINANCE OF THE TOWN OF JACKSON, WYOMING AMENDING THE FRANCHISE AGREEMENT WITH YELLOW IRON EXCAVATING, LLC DBA YELLOW IRON WASTE REMOVAL, FOR THE COLLECTION AND DISPOSITION OF GARBAGE, ASHES, REFUSE, RECYCLABLE REFUSE, AND COMPOSTABLE MATERIALS. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: SECTION I. WHEREAS, the Town Council and Yellow Iron Excavating, LLC dba Yellow Iron Waste Removal ("Grantee") have determined that it will serve the best interests of all parties to amend the existing franchise agreement to include new provisions regarding bear-resistant containers and a pay-as-you-throw program, as follows ("Amendment"):

This Amendment is to that certain Franchise Agreement, approved by Ordinance No. 1321 and effective as October 3, 2022, by and between the Town of Jackson Wyoming, a Wyoming Municipal Corporation ("Town") and Grantee by which Town granted Grantee a non-exclusive franchise to collect and dispose of garbage, ashes, refuse, recyclable refuse, and compostable materials within the corporate limits of Town, as they now are or may hereafter be, in accordance with the terms and conditions set forth therein ("Franchise Agreement").

Section 10 of the Franchise Agreement is hereby deleted and replaced in its entirety by the following language:

Section 10. Bear-Resistant Zone. Grantee acknowledges and recognizes that the Town of Jackson enacted a wildlife attractant ordinance regulating trash containers and trash storage, which requires some parties that contract for curbside trash pick-up to use only approved bear-resistant containers or store non-bear resistant containers within a bear-resistant building, fencing, or enclosure. Grantee shall offer to provide service to those customers electing or required to have a bear-resistant container, as that term is defined in the Jackson Municipal Code. Grantee shall only provide bear-resistant containers for Grantee's customers who reside in the bear conflict zone, as those terms are defined in Title 8 of the Jackson Municipal Code, as amended.

Section 11 of the Franchise Agreement is hereby deleted and replaced in its entirety by the following language:

Section 11. Pay-As-You-Throw Program. Grantee acknowledges and recognizes that the Town of Jackson enacted an ordinance to implement a "pay-as-you-throw" program ("PAYT Program") as set forth in Title 8 of the Jackson Municipal Code, as amended. Grantee shall provide hauling services to its customers in compliance with the PAYT Program, which requires, effective as of July 1, 2025, that Grantee shall offer its residential customers hauling service for at least two (2)

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Bear-resistant receptacle sizes, the sizes of which must differ by a minimum of 25 gallons, at variable rate pricing based upon the size of the receptacle, the rates of which must differ by a minimum of 30%, and at least three (3) service collection frequency options.

ACCEPTANCE OF AMENDMENT TO FRANCHISE AGREEMENT

The undersigned hereby accept the terms and conditions set forth in the foregoing Amendment.
TOWN OF JACKSON, WY & YELLOW IRON EXCAVATING, LLC DBA YELLOW IRON WASTE REMOVAL
Section II. If any section, subsection, sentence, clauses, 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 and distinct and independent provision, and such holding shall not affect the validity of the remaining portions of the ordinance. Section III. Effective Date. This Ordinance shall become effective from and after the date of its passage, approval, and publication. R. Taylor, Town Clerk.

Publish: 12/24/24

ORDINANCE 1431

AN ORDINANCE OF THE TOWN OF JACKSON, WYOMING AMENDING THE FRANCHISE AGREEMENT WITH TERRA FIRMA SERVICES, LLC FOR THE COLLECTION AND DISPOSITION OF COMPOSTABLE/RECYCLABLE MATERIALS AND MUNICIPAL SOLID WASTE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: SECTION I. WHEREAS, the Town Council and Terra Firma Services, LLC (“Grantee”) have determined that it will serve the best interests of all parties to amend the existing franchise agreement to include new provisions regarding bear-resistant containers and a pay-as-you-throw program, as follows (“Amendment”):

This Amendment is to that certain franchise agreement, approved by Ordinance No. 1301 and effective as December 6, 2021, by and between the Town of Jackson Wyoming, a Wyoming Municipal Corporation (“Town”) and Grantee by which Town granted Grantee a non-exclusive franchise to collect and dispose of compostable/recyclable materials and municipal solid waste within the corporate limits of Town, as they now are or may hereafter be, in accordance with the terms and conditions set forth therein (“Franchise Agreement”).

The Franchise Agreement is hereby amended by adding the following new paragraphs:

Paragraph 22. Bear-Resistant Zone. Grantee acknowledges and recognizes that the Town of Jackson enacted a wildlife attractant ordinance regulating trash containers and trash storage, which requires some parties that contract for curbside trash pick-up to use only approved bear-resistant containers or store non-bear resistant containers within a bear-resistant building, fencing, or enclosure. Grantee shall offer to provide service to those customers electing or required to have a bear-resistant container, as that term is defined in the Jackson Municipal Code. Grantee shall only provide bear-resistant containers for Grantee’s customers who reside in the bear conflict zone, as those terms are defined in Title 8 of the Jackson Municipal Code, as amended.

Paragraph 23. Pay-As-You-Throw Program. Grantee acknowledges and recognizes that the Town of Jackson enacted an ordinance to implement a “pay-as-you-throw” program (“PAYT Program”) as set forth in Title 8 of the Jackson Municipal Code, as amended. Grantee shall provide hauling services to its customers in compliance with the PAYT Program, which requires, effective as of July 1, 2025, that Grantee shall offer its residential customers hauling service for at least two (2) Bear-resistant receptacle sizes, the sizes of which must differ by a minimum of 25 gallons, at variable rate pricing based upon the size of the receptacle, the rates of which must differ by a minimum of 30%, and at least three (3) service collection frequency options.

ACCEPTANCE OF AMENDMENT TO FRANCHISE AGREEMENT

The undersigned hereby accept the terms and conditions set forth in the foregoing Amendment.

TOWN OF JACKSON, WY & TERRA FIRMA SERVICES, LLC

Section II. If any section, subsection, sentence, clauses, 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 and distinct and independent provision, and such holding shall not affect the validity of the remaining portions of the ordinance. Section III. Effective Date. This Ordinance shall become effective from and after the date of its passage, approval, and publication. R. Taylor, Town Clerk.

Publish: 12/24/24

ORDINANCE 1432

AN ORDINANCE GRANTING STAR VALLEY DISPOSAL, INC. A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF MUNICIPAL SOLID WASTE AND COMPOSTABLE / RECYCLABLE MATERIALS PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: SECTION I. WHEREAS, the Town Council, having determined that Star Valley Disposal, 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. The Franchise granted to Grantee is nonexclusive.
- Paragraph 1. Grant of Authority. There is hereby granted to 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 Municipal Solid Waste and Compostable / Recyclable Materials as those terms are defined in this Franchise 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 Franchise 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 execution of this Franchise Agreement, collect Municipal Solid Waste and Compostable / Recyclable Materials in the said Town and transport or cause the same in accordance with the law and the ordinances of said Town to a municipal solid waste processing facility, recycling facility, and/or composting facility; to pay all costs and charges therefore; and to ensure 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 collection being sufficient to prevent accumulation and spread of Municipal Solid Waste, recyclable refuse, and compostable materials, with no less than three (3) service collection frequency options offered to customers, and with hours of collection being subject to the approval of Grantor.

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

A. Compostable / Recyclable Materials shall mean and include all materials accepted now, or as amended during the term of this Franchise, by the Teton County Integrated Solid Waste and Recycling Center and / or Teton Transfer Station for composting and / or recycling, including but not limited to, dimensional lumber, yard waste, grass clippings, manure, forestry products of any kind, organic materials, food waste, and Construction / demolition waste.

B. Construction / demolition waste includes but is not limited to stone, clean and treated wood, concrete, asphaltic concrete, cinder blocks, brick, plaster and metal or other material specifically approved by the Wyoming Solid and Hazardous Waste Division Administrator.

C. Municipal Solid Waste shall mean solid waste resulting from or incidental to residential, community, trade or business activities, including garbage, rubbish, dead animals, abandoned automobiles and all other solid waste other than Construction / demolition waste, industrial or hazardous waste, and Compostable / Recyclable Materials.

A. 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.

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 franchise fees as follows:

A. 5% (five percent) of gross revenues per year for the collection of Municipal Solid Waste and Construction / Demolition Waste.

B. 2% (two percent) of gross revenues per year for the collection of Compostable / Recyclable Materials. This rate reflects the value of recycling and compost collection 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 therefrom 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 and according to Generally Accepted Accounting Principles (“GAAP”) 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. Franchisee is not required to obtain a separate business license under Title 5 of the Municipal Code of the Town of Jackson, Wyoming provided that this Franchise is in full force and effect.

Paragraph 6. Late Payments. In the event any payment is not received on the date due, Grantee shall pay ten percent (10%) interest on the amount due, 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. Grantee agrees that the Franchising Authority, upon reasonable notice to Grantee, may review such of its books and records as are kept in the normal course of business at 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 location. 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 confidential

ality of the materials in accordance with law.

Paragraph 8. Rights and Privileges. The 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 collection service in the Town for Municipal Solid Waste and Compostable / Recyclable Materials for the term of this Franchise, and the right and privilege to collect, have and retain all charges and fees, minus the franchise fees, for such Municipal Solid Waste and Compostable / Recyclable Materials collection specified in Paragraph 18 below, and 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 Municipal Solid Waste and Compostable / Recyclable Materials to be collected under this Franchise, and Grantee shall have the right to salvage such portions of the said Municipal Solid Waste and Compostable / Recyclable 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, its employees or agents, engaged in the collection of Municipal Solid Waste and Compostable / Recyclable Materials shall immediately upon emptying receptacles replace the cover thereon and set such receptacles in an upright position. Grantee, its employees or agents, shall exercise reasonable care in the handling of Municipal Solid Waste and Compostable / Recyclable Materials and the receptacles containing the same. Grantee may not burn any Municipal Solid Waste and Compostable / Recyclable Materials but must haul all Municipal Solid Waste and Compostable / Recyclable Materials, except that set forth in Paragraph 9 of this Franchise 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, its employees or agents, shall insure in the hauling of Municipal Solid Waste and Compostable / Recyclable Materials that no spillage occurs and that the Municipal Solid Waste and Compostable / Recyclable Materials be hauled in such a manner so as not to scatter en route, covering any vehicle used for the hauling of Municipal Solid Waste and Compostable / Recyclable Materials where necessary and practical to do so and shall see to its proper storage.

Paragraph 11. Bear-Resistant Zone. Grantee acknowledges and recognizes that the Town of Jackson enacted a wildlife attractant ordinance regulating trash containers and trash storage, which requires some parties that contract for curbside trash pick-up to use only approved bear-resistant containers or store non-bear resistant containers within a bear-resistant building, fencing, or enclosure. Grantee shall offer to provide service to those customers electing or required to have a bear-resistant container, as that term is defined in the Jackson Municipal Code. Grantee shall only provide bear-resistant containers for Grantee’s customers who reside in the bear conflict zone, as those terms are defined in Title 8 of the Jackson Municipal Code, as amended.

Paragraph 12. Pay-As-You-Throw. Grantee acknowledges and recognizes that the Town of Jackson enacted an ordinance to implement a “pay-as-you-throw” program (“PAYT Program”) as set forth in Title 8 of the Jackson Municipal Code, as amended. Grantee shall provide hauling services to its customers in compliance with the PAYT Program, which requires, effective as of July 1, 2025, that Grantee shall offer its residential customers hauling service for at least two (2) Bear-resistant receptacle sizes, the sizes of which must differ by a minimum of 25 gallons, at variable rate pricing based upon the size of the receptacle, the rates of which must differ by a minimum of 30%, and at least three (3) service collection frequency options.

Paragraph 13. 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 paragraph. 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 14. 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 Municipal Solid Waste and Compostable / Recyclable Materials collection fees or charges.

Paragraph 15. 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 16. 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 collection services for Municipal Solid Waste and Compostable / Recyclable Materials.

Paragraph 17. 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.

Paragraph 18. Rates and Fees. It is further agreed that Grantee shall be and is hereby authorized to collect such rates or fees for collection of Municipal Solid Waste and Compostable / Recyclable Materials as Grantee shall reasonably establish from time to time. The Town, as Grantor, reserves the right

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to regulate the fees in the event the Town 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 Municipal Solid Waste and Compostable / Recyclable 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 19. 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 20. 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 21. 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.

Paragraph 22. Pick-Up Locations. Municipal Solid Waste, Compostable / Recyclable 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.

Paragraph 23. 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, upon mailing 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 Clerk
P.O. Box 1689
150 E. Pearl Avenue
Jackson, WY 83001

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

Star Valley Disposal, Inc.

Paragraph 24 Miscellaneous Provisions.

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

B. Severability. If any Paragraph, sentence, 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 Paragraph, sentence, 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. Governmental Immunity. The Franchising Authority does not waive its governmental or sovereign immunity by entering into this Franchise, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Franchise.

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 Franchise 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 Paragraphs 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.

STAR VALLEY DISPOSAL, INC. & TOWN OF JACKSON
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. R. Taylor, Town Clerk.

Publish: 12/24/24

ORDINANCE 1433

AN ORDINANCE GRANTING NEW WASTE REMOVAL, LLC A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF MUNICIPAL SOLID WASTE AND COMPOSTABLE / RECYCLABLE MATERIALS PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: SECTION I. WHEREAS, the

Town Council, having determined that New Waste Removal, LLC (“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. The Franchise granted to Grantee is nonexclusive.

Paragraph 1. Grant of Authority. There is hereby granted to 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 Municipal Solid Waste and Compostable / Recyclable Materials as those terms are defined in this Franchise 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 Franchise 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 execution of this Franchise Agreement, collect Municipal Solid Waste and Compostable / Recyclable Materials in the said Town and transport or cause the same in accordance with the law and the ordinances of said Town to a municipal solid waste processing facility, recycling facility, and/or composting facility; to pay all costs and charges therefore; and to ensure 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 collection being sufficient to prevent accumulation and spread of Municipal Solid Waste, recyclable refuse, and compostable materials, with no less than three (3) service collection frequency options offered to customers, and with hours of collection being subject to the approval of Grantor.

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

A. Compostable / Recyclable Materials shall mean and include all materials accepted now, or as amended during the term of this Franchise, by the Teton County Integrated Solid Waste and Recycling Center and / or Teton Transfer Station for composting and / or recycling, including but not limited to, dimensional lumber, yard waste, grass clippings, manure, forestry products of any kind, organic materials, food waste, and Construction / demolition waste.

B. Construction / Demolition Waste includes but is not limited to stone, clean and treated wood, concrete, asphaltic concrete, cinder blocks, brick, plaster and metal or other material specifically approved by the Wyoming Solid and Hazardous Waste Division Administrator.

C. Municipal Solid Waste shall mean solid waste resulting from or incidental to residential, community, trade or business activities, including garbage, rubbish, dead animals, abandoned automobiles and all other solid waste other than Construction / demolition waste, industrial or hazardous waste, and Compostable / Recyclable Materials.

A. 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.

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 franchise fees as follows:

A. 5% (five percent) of gross revenues per year for the collection of Municipal Solid Waste and Construction / Demolition Waste.

B. 2% (two percent) of gross revenues per year for the collection of Compostable / Recyclable Materials. This rate reflects the value of recycling and compost collection 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 therefrom 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 and according to Generally Accepted Accounting Principles (“GAAP”) 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. Franchisee is not required to obtain a separate business license under Title 5

of the Municipal Code of the Town of Jackson, Wyoming provided that this Franchise is in full force and effect.

Paragraph 6. Late Payments. In the event any payment is not received on the date due, Grantee shall pay ten percent (10%) interest on the amount due, 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. Grantee agrees that the Franchising Authority, upon reasonable notice to Grantee, may review such of its books and records as are kept in the normal course of business at 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 location. 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 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 collection service in the Town for Municipal Solid Waste and Compostable / Recyclable Materials for the term of this Franchise, and the right and privilege to collect, have and retain all charges and fees, minus the franchise fees, for such Municipal Solid Waste and Compostable / Recyclable Materials collection specified in Paragraph 18 below, and 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 Municipal Solid Waste and Compostable / Recyclable Materials to be collected under this Franchise, and Grantee shall have the right to salvage such portions of the said Municipal Solid Waste and Compostable / Recyclable 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, its employees or agents, engaged in the collection of Municipal Solid Waste and Compostable / Recyclable Materials shall immediately upon emptying receptacles replace the cover thereon and set such receptacles in an upright position. Grantee, its employees or agents, shall exercise reasonable care in the handling of Municipal Solid Waste and Compostable / Recyclable Materials and the receptacles containing the same. Grantee may not burn any Municipal Solid Waste and Compostable / Recyclable Materials but must haul all Municipal Solid Waste and Compostable / Recyclable Materials, except that set forth in Paragraph 9 of this Franchise 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, its employees or agents, shall insure in the hauling of Municipal Solid Waste and Compostable / Recyclable Materials that no spillage occurs and that the Municipal Solid Waste and Compostable / Recyclable Materials be hauled in such a manner so as not to scatter en route, covering any vehicle used for the hauling of Municipal Solid Waste and Compostable / Recyclable Materials where necessary and practical to do so and shall see to its proper storage.

Paragraph 11. Bear-Resistant Zone. Grantee acknowledges and recognizes that the Town of Jackson enacted a wildlife attractant ordinance regulating trash containers and trash storage, which requires some parties that contract for curbside trash pick-up to use only approved bear-resistant containers or store non-bear resistant containers within a bear-resistant building, fencing, or enclosure. Grantee shall offer to provide service to those customers electing or required to have a bear-resistant container, as that term is defined in the Jackson Municipal Code. Grantee shall only provide bear-resistant containers for Grantee’s customers who reside in the bear conflict zone, as those terms are defined in Title 8 of the Jackson Municipal Code, as amended.

Paragraph 12. Pay-As-You-Throw. Grantee acknowledges and recognizes that the Town of Jackson enacted an ordinance to implement a “pay-as-you-throw” program (“PAYT Program”) as set forth in Title 8 of the Jackson Municipal Code, as amended. Grantee shall provide hauling services to its customers in compliance with the PAYT Program, which requires, effective as of August 1, 2025, that Grantee shall offer its residential customers hauling service for at least two (2) Bear-resistant receptacle sizes, the sizes of which must differ by a minimum of 25 gallons, at variable rate pricing based upon the size of the receptacle, the rates of which must differ by a minimum of 30%, and at least three (3) service collection frequency options.

Paragraph 13. 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 paragraph. 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 14. 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 Municipal Solid Waste and Compostable /

• Public Notices •

Recyclable Materials collection fees or charges.

Paragraph 15. 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 16. 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 collection services for Municipal Solid Waste and Compostable / Recyclable Materials.

Paragraph 17. 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.

Paragraph 18. Rates and Fees. It is further agreed that Grantee shall be and is hereby authorized to collect such rates or fees for collection of Municipal Solid Waste and Compostable / Recyclable Materials as Grantee shall reasonably establish from time to time. The Town, as Grantor, reserves the right to regulate the fees in the event the Town 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 Municipal Solid Waste and Compostable / Recyclable 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 19. 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 20. 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 21. 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.

Paragraph 22. Pick-Up Locations. Municipal Solid Waste, Compostable / Recyclable 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.

Paragraph 23. 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, upon mailing 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 Clerk

P.O. Box 1689

150 E. Pearl Avenue

Jackson, WY 83001

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

New Waste Removal, LLC

Paragraph 24 Miscellaneous Provisions.

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

B. Severability. If any Paragraph, sentence, 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 Paragraph, sentence, 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. Governmental Immunity. The Franchising Authority does not waive its governmental or sovereign immunity by entering into this Franchise, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Franchise.

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 Franchise 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 Paragraphs 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.

NEW WASTE REMOVAL, LLC & TOWN OF JACKSON

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.

R. Taylor, Town Clerk.

Publish: 12/24/24

GENERAL PUBLIC NOTICES

• CIVIL ACTIONS •

SUMMONS

To: ROY ROBERTO ROQUE BONILLA

You have been sued by Sharlotte Castaneda, the Petitioner, in the District Court in and for Teton County, Idaho, Case No. CV41-21-0079.

The nature of the claim against you is CHILD CUSTODY.

Any time after 21 days following the last publication of this Summons, the court may enter a judgment against you without further notice, unless prior to that time you have filed a written response in the proper form, including the Case No., and paid any required filing fee to the Clerk of the Court at 150 Courthouse Drive #307, Driggs, Idaho 83422; 208-354-2239, and served a copy of your response on the Petitioner's attorney at Alan Johnston, Murray Ziel & Johnston, PLLC, 770 S. Woodruff Avenue, Idaho Falls, Idaho 83401.

A copy of the Summons and Petition can be obtained by contacting either the Clerk of the Court or the attorney for Petitioner. If you wish legal assistance, you should immediately retain an attorney to advise you in this matter.

Dated: 12/16/2024 10:34:03 AM

Teton County District Court

By Susan Hill, Deputy Clerk
Publish: 12/24/24, 12/31/24, 01/08/25, 01/15/25

• ABANDONED VEHICLE AUCTIONS •

2013 Chevrolet Equinox
Vin # 2GNALBEKXD1227358
Owed \$5295.00

2002 Mercury Cougar
Vin # 1ZWFT61L425610656
Owed \$6812.00

2005 Isuzu Ascender
Vin # 4NUDS13S052700406
Owed \$3843.00

2006 Nissan Armada
Vin # 5N1AA08B36N711352
Owed \$5412.00

2016 Ford Fiesta
Vin # 3FADP4BJ2GM203155
Owed \$3350.00

Sale to be January 17th 2025
Publish: 12/24, 12/31/24

2002 Subaru Impreza
Vin# JF1GG29692G832269
Owed \$10,532.00

2016 Ford Fiesta
Vin# 3FADP4BJ2GM203155
Owed \$3350.00

2006 Nissan Armada
Vin# 5N1AA08B36N711352
Owed \$5412.00

2005 Isuzu Ascender
Vin# 4NUDS13S052700406
Owed \$3843.00

2002 Mercury Cougar
Vin# 1ZWFT61L425610656
Owed \$6812.00

2013 Chevrolet Equinox
Vin# 2GNALBEKXD1227358
Owed \$5295.00

Sale to be January 17th 2025

Please contact Shiela @ 307-733-8697
With any questions.
Publish: 12/24, 12/31/24

• STORAGE AUCTIONS •

Notice is hereby given that on Monday, January 6th, 2025 at 10 a.m. 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:

1. Julio Gurrola Chairez
P.O. Box 6685
Jackson, Wyoming 83002
Storage Unit E06 10X20 size

2. Cathy Newbern
P.O. Box 43
Kelly, Wy. 83011
Storage Unit 467 4x9

Publish: 12/24, 12/31/24

• CONTINUED PUBLICATIONS •

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

OF THE STATE OF WYOMING IN AND FOR TETON COUNTY

Docket No. 2024-CV-0019195

In the Matter of the Estate of)
)
BRUCE WENDELL MARLOW, aka)
BRUCE W. MARLOW, aka)
BRUCE MARLOW,)
)
Deceased.)

NOTICE OF PROBATE OF ESTATE

TO ALL PERSONS INTERESTED IN SAID ESTATE:
You are hereby notified that on the 5th day of December, 2024 the estate of Bruce Wendell Marlow, aka Bruce W. Marlow, aka Bruce Marlow, deceased, was admitted to probate by the above-named Court, and that Jill E. Marlow and Frontier Directed Fiduciary Services LLC were appointed Co-Administrators thereof.

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

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

Jill E. Marlow and
Frontier Directed Fiduciary Services LLC,
CO-ADMINISTRATORS

ATTORNEY FOR ESTATE:
Erika M. Nash
Long Reimer Winegar LLP
P.O. Box 3070
Jackson, Wyoming 83001
(307) 734-1908
Publish: 12/18, 12/24, 12/31/24

IN THE DISTRICT COURT OF THE STATE OF WYOMING
IN AND FOR THE COUNTY OF TETON
NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF:
CASPER ARTHUR PUCCI,
Deceased

Probate No.: 2024-CV-0019198

NOTICE OF PROBATE

You are hereby notified that on December 9, 2024, a copy of the Last Will and Testament of Casper Arthur Pucci, also known as Casper Arthur Puche Jr, Casper Arthur Puchi, and Gap Pucci (the “Decedent”) was admitted to probate by the above named Court, and Teresa Ann Haas was appointed personal representative thereof. Any action to set aside the Will shall be filed in the Court within three months from the date of the first publication of this notice, or thereafter be forever barred. Notice is further given that all persons indebted to Casper Arthur Pucci or to Casper Arthur Pucci's Estate, are requested to make immediate payment to the Estate of Casper Arthur Pucci, C/O the Majors Law Firm, P.C., P.O. Box 2922, 125 S. King Street, Suite 2A, Jackson WY 83001-2922. 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 Court on or before three months after the date of the first publication of this notice, and if such claims are not so filed, unless otherwise allowed or paid, they will be forever barred.

DATED December 10, 2024.

M. Jason Majors
Majors Law Firm, P.C.
125 S. King Street, Ste 2A, P.O. Box 2922
Jackson, WY 83001-2922
(307) 733-4117 Phone
(307) 733-4117 Facsimile
Wyoming Bar Registration # 6-3789
Attorney for Personal Representative
Publish: 12/18, 12/24, 12/31/24

NOTICE OF APPLICATION AND PUBLIC HEARING
On 29 November 2024, the Division of Banking of the Wyoming Department of Audit accepted an Application for Public Trust Company Charter filed by prospective applicant Gannett Trust Company, LLC and the Organizer of the Company, Joshua Preston. The company will offer trust, fiduciary, and

related services. The street address of its principal place of business has not yet been determined, but it will be in the vicinity of Jackson, Wyoming. Pursuant to Wy. Stat. Ann. §13-5-502 and Chapter 3 of the Wyoming State Banking Board rules, the Banking Board will hold a public hearing on the Application before a hearing officer from the Office of Administrative Hearings on Thursday 6 March 2025 at 8:30 AM at the Thyra Thompson State Office Building Room #3017, 444 W Collins Dr, Casper WY. The hearing is to be conducted in accordance with the provisions of Wy. Stat. Ann. §13-5-504. Any person wishing to be added as a party to the hearing must file a written motion with the Banking Commissioner before 5:00 PM on Thursday 20 February 2025, with a copy of such motion being simultaneously served on the Company, and as more particularly provided for by Chapter 3, Section 8(a) of the Rules and Regulations of the Banking Board; any person wishing to submit written comments with respect to the Charter Application must submit the same to the Banking Commissioner before 5:00 PM on Monday 24 February 2025, with a copy of such comments being simultaneously delivered to the Company, and as more particularly provided for by Chapter 3, Section 9 of the Rules and Regulations of the Banking Board.

Publish: 12/11, 12/18, 12/24/24

Rawlings, Tawnya

Electronically Filed
11/14/2024 2:38 PM
Seventh Judicial District, Bonneville County
Penny Manning, Clerk of the Court
By: Jessica Berger, Deputy Clerk

Tanna L. Campbell, Esq., ISB #12448
HOPKINS RODEN CROCKETT
HANSEN & HOOPES
428 Park Ave
Idaho Falls, Idaho 83402
Telephone: (208) 523-4445
Facsimile: (208) 523-4474
tannacampbell@hopkinsroden.com

Attorney for Amber Ovalle

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE
MAGISTRATE DIVISION

| | | |
|-------------------|---|------------------------|
| AMBER OVALLE, |) | |
| Petitioner, |) | Case No.: CV10-24-6196 |
| vs. |) | SUMMONS |
| ALEJANDRO OVALLE, |) | |
| Respondent. |) | |

NOTICE: YOU HAVE BEEN SUED BY THE ABOVE-NAMED PETITIONER.
THE COURT MAY ENTER JUDGMENT AGAINST YOU WITHOUT FURTHER
NOTICE UNLESS YOU RESPOND WITHIN 21 DAYS.

READ THE INFORMATION BELOW.

TO: ALEJANDRO OVALLE

You are hereby notified that in order to defend this lawsuit, an appropriate written response must be filed with the above designated court at 605 North Capital Avenue, Idaho Falls, ID 83402, 208-529-1350 within 21 days after service of this Summons on you. If you fail to so respond the court may enter judgment against you as demanded by the Petitioner in the Petition.

SUMMONS Page 1

A copy of the Petition is served with this Summons. If you wish to seek the advice or representation by an attorney in this matter, you should do so promptly so that your written response, if any, may be filed in time and other legal rights protected.

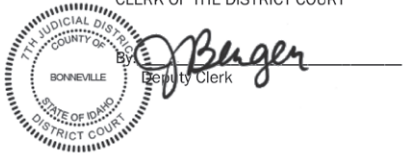
An appropriate written response requires compliance with Rule 205 of the Idaho Rules of Family Law Procedure and shall also include:

1. The title and number of this case.
2. If your response is a Response to the Petition, it must contain admissions or denials of the separate allegations of the Petition and other defenses you may claim.
3. Your signature, mailing address and telephone number, or the signature, mailing address and telephone number of your attorney.
4. Proof of mailing or delivery of a copy of your response to Petitioner's attorney, as designated above.

To determine whether you must pay a filing fee with your response, contact the Clerk of the above-named court.

DATED: 11/14/2024

Penny Manning
CLERK OF THE DISTRICT COURT



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Publish: 12/11, 12/18, 12/24, 12/31/24

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